

## TERM PROMISSORY NOTE

\$180,000.00

October 1, 2010

**FOR VALUE RECEIVED**, the undersigned, NEWNOG, INC., a Delaware corporation (the "Maker") with an address at ~~PO Box 8726, Arlington, VA 22203~~, promises to pay to the order of AMERICAN REGISTRY FOR INTERNET NUMBERS, LTD., a Virginia corporation ("Lender"), at 3635 Concorde Parkway, Suite 200 Chantilly, VA 20151, the maximum principal sum of One Hundred Eighty Thousand and No/100 Dollars (\$180,000.00), or so much thereof as shall be advanced on a non-revolving basis from time to time, plus interest on the principal balance thereof from time to time outstanding from the date of each advance of Loan Proceeds (as hereinafter defined) of this Term Promissory Note (this "Note") until the date paid, at the rates set forth below.

1. Interest Rate. This Note shall bear interest on the unpaid amount of principal and interest from time to time outstanding until the Maturity Date (as hereinafter defined), or until maturity due to acceleration in accordance with the terms of this Note and, after maturity, until paid, at the per annum rate of two percent (2%). Such interest shall be calculated on a 360-day year basis and the actual number of days elapsed.

2. Disbursements; Requests for Advances; Use of Proceeds.

(a) Disbursements. So long as no Event of Default (as hereinafter defined) shall have occurred and be continuing and subject to the satisfaction of the other terms and conditions of this Note, proceeds of this Note ("Loan Proceeds") shall be disbursed by Lender to the Maker quarterly, commencing on October 1, 2010 and continuing each January 1, April 1, July 1 and October 1 thereafter for no more than six (6) consecutive quarters ending on January 1, 2012 in amounts equal to or less than Thirty Thousand and No/100 Dollars (\$30,000.00).

(b) Requests for Advances. So long as no Event of Default (as hereinafter defined) shall have occurred and be continuing, the Maker shall give Lender at least fourteen (14) calendar days prior to the proposed borrowing of Loan Proceeds commencing on January 1, 2011 (i) written notice requesting an advance of Loan Proceeds certifying the Maker's intended use of such Loan Proceeds (each, an "Advance Request"), and (ii) a progress report (each a "Progress Report") identifying the financial progress of the Maker, in each case, in form and substance acceptable to Lender. Notwithstanding anything to the contrary herein contained, it is agreed and understood by the Maker that disbursements of Loan Proceeds are expressly subject to the approval of Lender of each Advance Request, Progress Report and the other terms and conditions of this Note. On each borrowing date, the Maker irrevocably authorizes Lender to disburse Loan Proceeds of the Advance Request to the Maker's account via federal wire funds transfer as set forth in the Maker's written request for such advance.

(c) Use of Proceeds. The Maker shall use Loan Proceeds for the sole purpose of funding the Maker's compensation to the Maker's interim executive director.

3. Payments; Maturity Date. Equal payments of principal and interest shall be due and payable commencing on October 1, 2012 and continuing quarterly on each January 1, April 1, July 1 and October 1 thereafter until the Maturity Date calculated pursuant to a twenty-five (25) month amortization schedule. The entire principal balance of this Note, together with all accrued and unpaid interest thereon and other sums payable hereunder shall, unless sooner accelerated in accordance with the terms of this Note, be due and payable in full on January 1, 2014 (the "Maturity Date"). All payments on this Note shall be applied first to late charges and other fees payable hereunder, if any, then to accrued and unpaid interest, and then in reduction of principal.

4. Prepayments. This Note may be prepaid, in whole or in part, without premium or penalty. Any partial prepayments shall not relieve the Maker of the obligation to pay principal and/or interest hereunder as and when the same would otherwise fall due.

5. Affirmative Covenants. The Maker covenants and agrees that, until all of the obligations under this Note have been fully performed and this Note has been paid in full:

(a) Financial Reports. The Maker shall furnish to Lender (i) as soon as available and in any event within ninety (90) calendar days after the end of each fiscal year of the Maker, unaudited annual financial statements of the Maker, including the notes thereto and audited statements with 30 days of availability, which financial statements shall be prepared in accordance with United States generally accepted accounting principles as in effect at the relevant time and certified without qualification by an independent certified public accounting firm satisfactory to Lender, and (ii) each Progress Report in accordance with Section 2(b) above.

(b) Tax Returns. The Maker shall furnish to Lender within thirty (30) calendar days following the filing thereof, copies of all income and other tax returns required to be filed by the Maker.

(c) 501(c)(3) Status. The Maker shall diligently pursue obtaining its status as a 501(c)(3) company as recognized by the United States Internal Revenue Code and furnish to Lender copies of all filings, submissions and notifications in connections therewith.

(d) Audits. The Maker shall permit Lender to conduct audits of the Maker as and when determined by Lender and at the Maker's sole cost and expense.

6. Negative Covenants. The Maker covenants and agrees that, until all of the obligations under this Note have been fully performed and this Note has paid in full:

(a) Indebtedness. The Maker shall not, without the prior written consent of Lender, create, incur, assume or permit to exist any indebtedness in an aggregate amount of \$5,000 during any fiscal year of the Maker with the exception of any reasonable indebtedness that may be usual or customary to the Maker's operations. The Maker further shall not, without the prior written consent of Lender, engage in any off-balance sheet financing transaction or other similar transaction.

(b) Liens. The Maker shall not create, incur, assume or suffer to exist any lien upon, in or against, or pledge of, any of its properties or assets, whether now owned or hereafter acquired.

(c) Transfer of Assets. The Maker shall not sell, lease, transfer, assign or otherwise dispose of any interest in any properties or assets of the Maker (other than obsolete fixed assets or excess fixed assets no longer needed in the conduct of the business in the ordinary course of business and sales of inventory in the ordinary course of business), or agree to do any of the foregoing at any future time.

7. Acceleration; Expenses. Lender may accelerate the Maturity Date if an Event of Default shall occur, regardless of any prior forbearance. The Maker shall pay all of the costs and expenses incurred by Lender in connection with collecting or attempting to collect any sums due under this Note or enforcing any provision of this Note, including, but not limited to, reasonable attorneys' fees and disbursements and applicable statutory costs, whether incurred out of court or in litigation, including pre-trial, appellate and bankruptcy proceedings.

8. Late Payments; Default Interest. If any amount due under this Note is not received by Lender within ten (10) calendar days after the date such amount is due, the Maker shall pay to Lender a late charge equal to three percent (3%) of such overdue amount, which late charge shall be immediately due and payable

without notice or demand by Lender. If an Event of Default shall have occurred and be continuing unremedied after the expiration of any applicable cure period, interest on the entire outstanding principal balance of this Note shall accrue at the rate of one percent (1%) per annum in excess of the then applicable rate of interest hereunder (the "Default Rate") until the principal amount, together with all accrued interest thereon, is paid in full. The foregoing shall not be construed as a waiver by Lender of its right to pursue any other remedies available to it under this Note or under applicable law.

9. Events of Default. The occurrence of any one or more of the following shall constitute an "Event of Default":

(a) the Maker shall fail to pay any amount due under this Note within thirty (30) calendar days when such amount becomes due (whether at maturity, by reason of acceleration, by notice of intention to prepay, by mandatory prepayment or otherwise);

(b) the Maker shall be in violation, breach or default of, or shall fail to perform, observe or comply with any covenant, obligation or agreement set forth in Sections 5 and 6 above, and such violation, breach, default or failure shall not be cured within thirty (30) calendar days;

(c) the Maker shall (i) be unable to pay its debts generally as they become due, (ii) make a general assignment for the benefit of its creditors, (iii) commence, or consent to, a proceeding for the appointment of a receiver, trustee, liquidator or conservator of itself or of the whole or any substantial part of its property, or (iv) file a petition seeking reorganization or liquidation or similar relief under any Debtor Relief Law;

(d) (i) a court of competent jurisdiction shall (A) enter an order, judgment or decree appointing a custodian, receiver, trustee, liquidator or conservator of the Maker, which shall continue unstayed and in effect for a period of sixty (60) calendar days, (B) shall approve a petition filed against the Maker seeking reorganization, liquidation or similar relief under the any Debtor Relief Law or similar law, which is not dismissed within sixty (60) calendar days, or (C) under the provisions of any Debtor Relief Law or similar law, assume custody or control of the Maker or of the whole or any substantial part of the Maker's properties, which is not irrevocably relinquished within sixty (60) calendar days, or (ii) there is commenced against the Maker any proceeding or petition seeking reorganization, liquidation or similar relief under any Debtor Relief Law or similar law and either (A) any such proceeding or petition is not unconditionally dismissed within sixty (60) calendar days after the date of commencement, or (B) the Maker takes any action to indicate its approval of or consent to any such proceeding or petition, but no loans under this Note will be made before any such order, judgment or decree described above is stayed, vacated or discharged, any such petition described above is dismissed, or any such custody or control described above is relinquished;

(e) the Maker shall fail to deliver any Progress Report in form and substance reasonably satisfactory to Lender; or

(f) the Maker shall fail to obtain its tax-exempt status pursuant to Section 501(c) under the United States Internal Revenue Code on or prior to June 30, 2011.

10. Waiver. Each party liable under this Note in any capacity, whether as maker, endorser, surety, guarantor or otherwise: (a) waives presentment, demand, protest and notice of presentment, notice of protest and notice of dishonor of this debt and each and every other notice of any kind with respect to this Note, (b) agrees that the holder of this Note, at any time or times, without notice to it or its consent, may grant extensions of time, without limit as to the number or the aggregate period of such extensions, for the payment of any principal, accrued and unpaid interest or other sums due and payable hereunder and (c) to the extent not prohibited by law, waives the benefit of any law or rule of law intended for its advantage or protection as an obligor hereunder or providing for its release or discharge from liability under this Note, in whole or in part,

on account of any facts or circumstances other than full and complete payment of all amounts due and payable hereunder.

11. Severability. In the event any one or more of the provisions contained in this Note shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. However, if at any time, the interest rate payable pursuant to this Note shall exceed that maximum rate of interest that may be charged under applicable law, then the interest rate payable hereunder shall never exceed the maximum rate of interest that may be charged under applicable law.

12. Amendment. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom any waiver, change, modification or discharge is sought to be enforced.

13. Waiver of Jury Trial; Consent to Jurisdiction and Service of Process. The Maker hereby (a) covenants and agrees not to elect a trial by jury of any issue triable by a jury and (b) waives any right to trial by jury, to the extent that any such right shall now or hereafter exist. This waiver of right to trial by jury is separately given by the Maker, knowingly and voluntarily, and this waiver is intended to encompass individually each instance and each issue as to which the right to a jury trial would otherwise accrue. Lender is hereby authorized and requested to submit this Note to any court having jurisdiction over the subject matter of this Note and the parties hereto, so as to serve as conclusive evidence of the undersigned's herein contained waiver of the right to jury trial. Further, the Maker hereby certifies that no representative or agent of Lender (including its counsel) has represented to any of the undersigned, expressly or otherwise, that Lender will not seek to enforce the waiver of right to jury trial set forth herein. The Maker irrevocably appoints each and every member, director and/or officer of the Maker as its attorneys upon whom may be served, by regular or certified mail at the address set forth in this Note, any notice, process or pleading in any action or proceeding against it arising out of or in connection with this Note. The Maker hereby consents and agrees that (i) any action or proceeding against it may be commenced and maintained in any court within the Commonwealth of Virginia or in the United States District Court for the Eastern District of Virginia by service of process on any such member, director and/or officer; and (ii) the courts of the Commonwealth of Virginia and the United States District Court for the Eastern District of Virginia shall have jurisdiction with respect to the subject matter hereof and the person of the Maker.

14. Relationship of the Parties. The relationship between Lender and the Maker is limited to that of creditor and secured party, on the one hand, and debtor, on the other hand. Certain provisions of this Note, such as those relating to delivery to Lender of financial statements and compliance with other affirmative and negative covenants are for the benefit of Lender to protect its interests in assuring payments of interest and repayment of principal. Nothing contained in this Note shall be construed as permitting or obligating Lender to act as a financial or business advisor or consultant to the Maker, as creating any fiduciary obligation on the part of Lender to the Maker, or as creating any joint venture between the parties other than as explicitly and specifically stated in this Note. The Maker acknowledges that it has had the opportunity to obtain the advice of experienced counsel of its own choosing in connection with the negotiation and execution of this Note and to obtain the advice of such counsel with respect to all matters pertaining hereto, including, without limitation, the provision set forth herein for waiver of trial by jury. The Maker further acknowledges that it is experienced with respect to financial and credit matters and has made its own independent decision to apply for credit and to execute and deliver this Note.

15. Purpose. The Maker warrants and represents that the loan evidenced hereby is being made for business or investment purposes.

16. Governing Law; Inurement. This Note shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without regard to conflicts of laws principles that

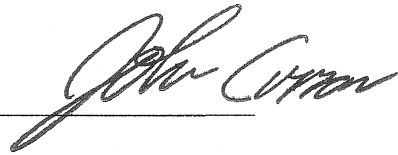
would require the application of any other law, and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

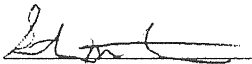
IN WITNESS WHEREOF, the Maker has duly executed and delivered this Note as of the date set forth above.

MAKER:

ATTEST:  
[Corporate Seal]

NEWNOG, INC., a  
Delaware corporation

By: 

By: 

Name: John Curran

Name: Steve M. Feldman

Title: President & CEO

Title: Chairman of the Board