

therein, without regard to the principles thereof regarding conflict of laws. The Company and each of the parties hereto agree to submit to personal jurisdiction and to waive any objection as to venue in the courts located in St. Thomas, United States Virgin Islands. Service of process on the Company and any of the parties hereto in any action arising out of or relating to this Agreement shall be effective if mailed by certified mail, return receipt requested or delivered by reputable overnight courier to such party at the address set forth on Exhibit A attached hereto.

11.7 Liability Among Members. No Member shall be liable to any other Member or to the Manager by reason of its, his or her actions or omissions in connection with the Company, unless otherwise provided in this Agreement, and except for acts or omissions or alleged acts or omissions that were performed or omitted fraudulently or in bad faith or as a result of gross negligence or willful misconduct.

11.8 No Partnership Intended for Nontax Purposes. The Members have formed the Company under the Act and expressly do not intend hereby to form a partnership under the laws of any jurisdiction. The Members do not intend to be partners one to another, or partners as to any third party. To the extent any Member, by word or action, represents to another Person that any other Member is a partner or that the Company is a partnership, the Member making such wrongful representation shall be liable to any other Member who incurs personal liability by reason of such wrongful representation.

11.9 Amendment. This Agreement may be amended or modified only with the Consent of the Members.

11.10 Notices. Any Notice to the Manager or Members required under the terms of this Agreement shall be sent to their respective addresses, as set forth on Exhibit A attached hereto. All Notices and copies thereof provided for herein shall be hand delivered with receipt therefor, sent by facsimile transmission or by email with confirmation of transmission thereof, overnight courier service with receipt therefor, or sent by certified or registered mail, return receipt requested, and first-class postage prepaid. Changes of address may be given to the Company, the Manager, and the Members by Notice given in accordance with the terms of this Section. Time periods shall commence on the date that such Notice is shown as delivered upon any such receipt or confirmation or attempted to be delivered if receipt thereof is refused by the recipient. Any Notice that is required to be given within a stated period of time shall be considered timely made or given if delivered or postmarked before 11:59 p.m., local time, on the last day of such period.

11.11 Business Pursuits of Members and Manager. Except as otherwise provided in any other written agreement by which any Member or the Manager may be bound, the Manager and each Member may engage in other business activities. Except as otherwise provided in this Agreement or in any other written agreement by which any Member or Manager may be bound, this Agreement shall not preclude or limit in any respect the right of any Member or the Manager to engage in or invest in any business activity of any nature or description. Any such permitted activity may be engaged in