

## LANDLORD'S CONSENT TO ASSIGNMENT OF LEASE

THIS LANDLORD'S CONSENT TO ASSIGNMENT OF LEASE ("Consent") is made as of the 1st day of March, 2014, by IGY-AYH ST. THOMAS HOLDINGS, LLC (the "Landlord").

WHEREAS, FINANCIAL TRUST CO., INC. (the "Tenant") is the Tenant under that certain Lease dated September 24, 2009, as amended by First Amendment to Lease dated as of March 1, 2014 (collectively, the "Lease") for certain Leased Premises located at American Yacht Harbor, St. Thomas, U.S. Virgin Islands as described therein; and

WHEREAS, the Tenant has requested that the Landlord consent to an assignment and assumption of the Lease to SOUTHERN TRUST COMPANY, INC., a U.S. Virgin Islands corporation (the "Assignee") as set forth in that certain Assignment and Assumption of Lease dated as of March 1, 2014 by and between the Tenant, as Assignor and the Assignee attached hereto as Exhibit A and made part hereof (the "Assignment"); and

WHEREAS, the Landlord has elected to consent to the Tenant's request, subject, however, to the terms and condition of this Consent:

NOW, THEREFORE, the Landlord hereby consents to the Assignment, effective as of March 1, 2014, subject, however, to the following terms and conditions:

1. The foregoing recitals are incorporated herein by this reference.
2. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Lease.
3. The Tenant shall not be relieved of its obligations under the Lease and shall remain fully liable with the Assignee for the Tenant obligations being assumed by the Assignee.
4. The Assignee shall provide the documents required for any new tenant as set forth on the Lease Checklist attached hereto as Exhibit B and made a part hereof.
5. This Consent shall only be valid upon the acknowledgement and acceptance of the foregoing conditions by the Tenant and Assignee and the execution and delivery of the documents required by this Consent.
6. This Consent shall be governed by the laws of the U.S. Virgin Islands and any dispute shall be heard in a court of competent jurisdiction in the U.S. Virgin Islands.

IN WITNESS WHEREOF, the Landlord has executed this Consent through its duly authorized officer of the Manager of the Landlord as of the date first written above

WITNESSES:

IGY-AYH ST. THOMAS HOLDINGS, LLC

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Thomas Mukamal, President

FOR AND IN CONSIDERATION OF THE LANDLORD'S CONSENT TO THE ASSIGNMENT AND ASSUMPTION OF LEASE FROM FINANCIAL TRUST CO., INC. TO SOUTHERN TRUST COMPANY, INC. THE UNDERSIGNED HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS TO SUCH CONSENT SET FORTH ABOVE.

Date: as of March 1, 2014

FINANCIAL TRUST CO., INC.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: as of March 1, 2014

SOUTHERN TRUST COMPANY, INC.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A  
ASSIGNMENT AND ASSUMPTION OF LEASE

EXHIBIT B  
LEASE CHECKLIST