

## FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is entered into effective the 1<sup>st</sup> day of March, 2014, by and between IGY-AYH ST. THOMAS HOLDINGS, LLC, a limited liability company operating and validly existing under the laws of the United States Virgin Islands (hereinafter referred to as "Landlord") whose mailing address is 6100 Red Hook Quarter, No. 2, St. Thomas, U.S. Virgin Islands 00802, and SOUTHERN TRUST COMPANY, INC., a U.S. Virgin Islands corporation (hereinafter referred to as "Tenant"), with a mailing address of 6100 Red Hook Quarter B3, St. Thomas, U.S. Virgin Islands 00802.

### WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated September 24, 2009, as assigned to Tenant by Assignment and Assumption of Lease dated as of March 1, 2014 and acknowledged by Landlord by Landlord's Consent to Assignment of Lease dated as of March 1, 2014 (collectively, the "Lease") with respect to certain Leased Premises as described therein located at American Yacht Harbor, St. Thomas United States Virgin Islands; and

WHEREAS, Landlord and Tenant desire to amend the Lease as hereinafter set forth to amend rents, grant certain rent concessions and otherwise amend certain Lease terms;

NOW, THEREFORE, in consideration of the premises and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. Each capitalized term used but not otherwise defined in this First Amendment shall have the meaning ascribed to such term in the Lease.

B. Section 3.1 of the Lease is hereby deleted and in its place is inserted the following new Section 3.1 for the balance of the initial Lease Term commencing as of March 1, 2014 and for the First Option Term commencing October 1, 2014, which First Option Term Landlord and Tenant agree has been duly exercised and is binding on the parties hereto:

"Section 3.1 Rent and Payment.

From and after March 1, 2014 through the end of the First Option Term, the annual rent payable to the Landlord under the provisions of this Lease is \$72,744.00. The rent shall be paid to Landlord at the Landlord's Office located at American Yacht Harbor, St. Thomas, U.S. Virgin Islands, or such other place as Landlord may designate in writing. "

C. Section 3.2 of the Lease is hereby deleted and in its place is inserted the following new Section 3.2 for the balance of the initial Lease Term and for the Option Term commencing October 1, 2014, which Landlord and Tenant agree has been duly exercised and is binding on the parties hereto:

“Section 3.2 Installments of Base Rent.

From and after March 1, 2014, Tenant covenants and agrees to pay Landlord rentals due hereunder in equal monthly installments as follows: SIX THOUSAND SIXTY TWO AND 00/100 DOLLARS (\$6,062.00), without any abatement, counterclaim, setoff or deduction whatsoever, and without any prior demand thereof, payable in advance on the first day of each calendar month in the Lease Term and the First Option Term. For purposes of this Lease, the twelve month period commencing on October 1, 2014 shall be deemed a Lease Year and in the event that Tenant exercises the Second Option Term commencing on October 1, 2019, Additional Rent shall be due and owing pursuant to the provisions of Section 3.3 hereafter. No payment by Tenant or receipt or acceptance by Landlord of a lesser amount than the correct Base Rent or Additional Rent shall be deemed to be other than a payment on account, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance or pursue any other remedy provided by this Lease or applicable law. The acceptance by Landlord of rental payments on a date after the due date of such payment shall not be construed to be a waiver of Landlord's right to declare a default for a subsequent late payment.”

D. Section 10.1.A.(i) of the Lease is hereby deleted and in its place is inserted the following new Section 10.1.A.(i):

“(i) if Tenant shall default in the payment when due of any installment Base Rent, Additional Rent, utilities or other charges due and owing, subject, however, to a ten (10) day grace period from the date due of any such payment; or”

E. Landlord acknowledges that, pursuant to the provisions of his First Amendment, Tenant has paid \$4,197.03 of Base Rent more than Tenant owes to Landlord for the months of March, April and May 2014 (the “Overpayment”). Landlord agrees that for the month of June, 2014, Landlord will credit the Overpayment against Tenant’s June, 2104 monthly Invoice.

F. Except as expressly modified by this First Amendment, as of the date hereof, the Lease is in full force and effect in accordance with its terms and is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto set their hands and seals as of the date first set forth above.

WITNESSES:

IGY-AYH ST. THOMAS HOLDINGS, LLC

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

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

SOUTHERN TRUST COMPANY, INC.

WITNESSES:

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

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

THE UNDERSIGNED JOINT AND SEVERAL CO-OBLIGOR WITH TENANT FOR ALL OF TEANNT'S OBLIGATIONS UNDER THE LEASE HEREBY ACKNOWLEDGES AND AGREES TO THE FOREGOING TERMS AND CONDITIONS SET FORTH ABOVE.

FINANCIAL TRUST CO., INC.

WITNESSES:

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

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