

**MODIFICATION OF MORTGAGE AND
THIRD MODIFICATION AGREEMENT**

This Third Modification Agreement ("Agreement") is entered into as of the 1st day of December, 2008 ("Effective Date"), by and among **LIBERTY BANKERS LIFE INSURANCE COMPANY**, an Oklahoma life insurance company, successor by merger to **AMERICAN RESERVE LIFE INSURANCE COMPANY**, an Oklahoma life insurance company ("Lender"), **HANS LOLLICK LAND COMPANY, LIMITED LIABILITY LIMITED PARTNERSHIP**, a U. S. Virgin Islands limited liability limited partnership ("Borrower"), **BRUCE RANDOLPH TIZES** ("Guarantor"), **PETER R. MORRIS** ("Additional Guarantor"), **PRM DEVELOPMENT, LLC**, a Delaware limited liability company ("Pledgor 1"), **REARDEN CAPITAL, LLC**, a U. S. Virgin Islands limited liability company ("Pledgor 2"), **BRUCE R. TIZES** ("Pledgor 3") and **RICHARD P. BLUMBERG** ("Pledgor 4", and Borrower, Guarantor, Additional Guarantor, Pledgor 1, Pledgor 2, Pledgor 3 and Pledgor 4 are collectively referred to as "Obligors").

Recitals

- A. Pursuant to a Promissory Note, dated September 17, 2004 ("Note"), Lender made a loan ("Loan") in the principal amount of *Three Million Seven Hundred Fifty Thousand and No/100ths Dollars (\$3,750,000.00)*.
- B. The Loan was evidenced by the Note and secured by a (i) Mortgage, executed by Borrower for the benefit of Lender, dated September 17, 2004, filed September 17, 2004, recorded as Document No. 2004008258 in the Office of the Recorder of Deeds for the District of St. Thomas and St. John, United States Virgin Islands ("Mortgage") encumbering property described on **Exhibit "A"** attached hereto; (ii) Loan Agreement, dated September 17, 2004, by and between Borrower and Lender ("Loan Agreement"); and (iii) Profits Participation Agreement, dated September 17, 2004, by and between Lender and Borrower ("Profits Participation", and the Note, Mortgage, Loan Agreement and Profits Participation and any other documents given in connection with the Loan, including, but not limited to, the First Modification and Second Modification described below, are collectively referred to as the "Loan Documents").
- C. The Note was modified by a Loan Modification Agreement, entered into as of September 30, 2007 ("First Modification").
- D. The Note was further modified by a Second Loan Modification Agreement, entered into as of October 31, 2007 ("Second Modification"), which, among other things, increased the face amount of the Note to *Four Million Six Hundred Ninety Thousand and No/100ths Dollars (\$4,690,000.00)* and changed the Maturity Date (as such term is defined in the Note and other Loan Documents) to October 31, 2009.
- E. The parties desire to further modify the Loan Documents, including, without limitation, the Mortgage, as more fully described below.

Doc# 2009003303

Agreements

NOW THEREFORE, for and in consideration of Ten and No/100ths Dollars (\$10.00), the mutual covenants described below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. As of the Effective Date, the outstanding principal balance of the Note is \$4,690,000.00 and the accrued and unpaid interest is \$40,386.11.
2. The Maturity Date as such term is defined in the Note and Loan Documents is changed to December 1, 2009.
3. The payment terms of the Note are hereby amended to provide that, commencing with the December 1, 2008 monthly payment, Borrower shall only be required to pay fifty percent (50%) of the interest payment per month for a period of twelve (12) months, with the last such 50% payment due on November 1, 2009. After November 1, 2009, the fully monthly interest payments shall resume and continue until final maturity. The unpaid fifty percent (50%) of each monthly interest payment shall accrue interest at the rate of ten percent (10%) per annum. If the Maturity Date is not extended pursuant to the terms of this Agreement, then the unpaid principal balance of the Note, together with all accrued and unpaid interest thereon, unpaid late charges and the Exit Fee (as such term is defined in the Second Modification) shall be due and payable on December 1, 2009.
4. Simultaneously with the execution of this Agreement, Borrower shall pay: (i) all past-due payments to Lender; (ii) all unpaid late charges to Lender; and (iii) all filing and recording fees, closing costs, title insurance premiums and Lender's legal fees related to this Third Modification Agreement.
5. The Extension of Maturity provisions as set forth in the Loan Agreement and Loan Documents, as amended by the Second Modification, are further amended to provide that, so long as no event of default has occurred under any of the Loan Documents, Borrower may extend the Maturity Date until December 1, 2010 (the "Extended Maturity Date") if Borrower: (a) requests such extension from Lender in writing at least one hundred twenty (120) days prior to the Maturity Date, (b) tenders with Borrower's request a written agreement stating, among other things, that Borrower agrees to pay to Lender an extension fee in the amount of One Hundred Forty-Seven Thousand Four Hundred and No/100ths Dollars (\$147,400.00) ("Extension Fee"), which Extension Fee shall be added to the principal amount of the Note, (c) pays all accrued and unpaid interest and any other amounts (other than principal and the unpaid 50% monthly interest amounts accruing interest at the rate of 10% per annum pursuant to Section 3, above, which shall be due and payable on the Extended Maturity Date) due as of the Maturity Date under the Note or any of the other Loan Documents, (d) pays any and all attorney's fees of Lender's counsel, loan servicing fees, filing and recording fees, title insurance premiums and closing costs incurred in connection with documenting the extension of the Maturity Date, and (e) executes such documents as

Lender may reasonably request in order to evidence the extension of the Maturity Date and the continued effectiveness of all of the Loan Documents.

6. The Note and other Loan Documents will be additionally secured by property owned by Rearden Capital, LLC, a U. S. Virgin Islands limited liability company ("Estate Peterborg Parcel Owner"), described on Exhibit "B" attached hereto ("Estate Peterborg Parcel"). By execution of this Agreement, Obligors and Estate Peterborg Parcel Owner agree to execute any and all documents that may be required by Lender in order to perfect Lender's first lien on and security interest in and to the Estate Peterborg Parcel. Said document shall include, but not be limited to, a grant by Estate Peterborg Parcel Owner of a Mortgage to Lender on the Estate Peterborg Parcel.
7. *Limited Guaranty*: Simultaneously with the execution of this Agreement, Additional Guarantor hereby covenants and agrees to execute a Limited Guaranty, acceptable to Lender in form and substance, solely to secure payment of the unpaid 50% monthly interest amounts accruing interest at the rate of 10% per annum pursuant to Section 3, above.
8. *Title Insurance*: Simultaneously with the execution of this Agreement, Borrower shall cause Lawyers Title Insurance Corporation to issue to Lender either (i) a Loan Policy of Title Insurance, insuring the lien of Mortgage which secures the Loan as amended by this Agreement (including, but not limited to, the addition of the Estate Peterborg Parcel as additional collateral), or (ii) endorsements to Loan Policy No. G47-2523953, issued by Lawyers Title Insurance Corporation and reflecting that the terms contained in this Agreement (including, but not limited to, the addition of the Estate Peterborg Parcel) shall not constitute a defense to such loan policy, as well as such other endorsements as Lender may request. The terms and provisions of such Loan Policy of Title Insurance, or endorsements thereto, including, but not limited to, the title exceptions thereto, shall be satisfactory to Lender. All costs and expenses relating to the issuance of such loan policy or endorsements shall be borne by Borrower.
9. This Agreement shall be deemed to have been executed and shall be performed in the State of Texas, and this Agreement and the Loan Documents shall be governed by its laws except to the extent the laws of the State or U. S. Territory in which the collateral granted under the Loan Documents ("Collateral") are located affect enforceability of the liens granted in the Loan Documents. Borrower irrevocably agrees that subject to Lender's sole and absolute election, Lender may bring suit, action, or other legal proceedings arising out of the Loan Documents in courts located in Texas or the State or U. S. Territory in which the Collateral are located, whether local, state, or federal. Borrower hereby submits to the jurisdiction of such court(s) and waives any right Borrower may have to request a change of venue or a removal to another court.
10. Each Obligor hereby represents and warrants that there are no offsets, claims, counterclaims or defenses which such Obligor has against payment and enforcement of the Loan Documents, as modified herein.

11. Except as expressly modified and extended hereby, all terms and provisions of the Loan Documents are and shall remain unchanged, and the Loan Documents are hereby ratified and confirmed and shall be and shall remain in full force and effect.
12. Borrower hereby agrees and acknowledges that it is well, justly and truly indebted to Lender pursuant to the terms of the Loan Documents, as modified and extended hereby. Borrower hereby promises to pay to Lender or its order the Note in accordance with the terms thereof, as modified and extended hereby, and Obligors hereby agree to observe, comply with and perform all other obligations, terms and conditions under or in connection with the other Loan Documents, all as modified and extended hereby.
13. Obligors hereby acknowledge and agree that the liens and security interests of the Loan Documents, all as modified and extended hereby, are valid and subsisting liens and security interests, subject only to the exceptions set forth therein. Nothing contained herein shall affect or impair the validity or priority of the liens and security interests under any or all of the Loan Documents.
14. Any reference to the Note or any of the other Loan Documents shall mean the Note and the other Loan Documents as singularly and collectively modified and extended hereby.
15. Borrower hereby expressly acknowledges that Borrower remains one hundred percent (100%) liable for all of the indebtedness evidenced by the Note and that nothing contained herein shall be construed to amend or waive Borrower's full personal liability under the Note or any of the other Loan Documents.
16. Each Obligor, by its execution of this Agreement, hereby waives any Claims (hereinafter defined), set-offs, defenses or other causes of action (whether known or unknown) which, as of the date hereof, it may have against Lender arising out of the Note and/or any or all of the other Loan Documents or otherwise. As used in this Agreement, the term "Claims" means any and all claims now existing or hereafter arising which could, might, or may be claimed to exist of whatever kind or name, whether known or unknown.
17. Borrower hereby agrees to pay to Lender, upon demand, title charges and other reasonable expenses incurred by Lender in connection with this Agreement. Simultaneously with the execution of this Agreement, Borrower shall pay Lender's legal fees. Borrower also agrees to provide to Lender such other documents and instruments as Lender reasonably may request in connection with the modification effected hereby.
18. The parties hereby shall execute such other documents to be filed for record as reasonably may be necessary or may be required to effect the transactions contemplated hereby and to protect the liens and security interest of the Loan Documents.
19. Notwithstanding anything to the contrary in this Agreement or in any or all of the Loan Documents, whether now existing or hereafter arising and whether written or oral, it is agreed that the aggregate of all interest and other charges constituting interest and contracted

for, chargeable or receivable under the Note or otherwise in connection thereof shall, under no circumstances, shall exceed the maximum rate of interest permitted by applicable law. In the event the maturity of the Note is accelerated by reason of an election by the holder thereof resulting from a default under the Loan Documents, or by voluntary prepayment by the maker, or otherwise, then earned interest never may include more than the maximum rate of interest permitted by applicable law. If for any circumstance any holder of the Note ever shall receive interest or any other charges constituting interest, or adjudicated as constituting interest, the amount, if any, which would exceed the maximum rate of interest permitted by applicable law shall be applied to the reduction of the principal amount owing on the Note or on account of any other principal indebtedness of the maker to the holder of the Note, and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal thereof and such other indebtedness, the amount of such excessive interest that exceeds the unpaid balance of principal thereof and such other indebtedness shall be refunded to the maker. All sums paid or agreed to be paid to the holder of the Note for the use, forbearance or detention of the indebtedness of the maker to the holder of such Note shall be amortized, prorated, allocated and spread throughout the full term of such indebtedness until payment in full so that the actual rate on such indebtedness is uniform through the term thereof.

20. Guarantor hereby approves and accepts the changes made to the Note and the other Loan Documents pursuant to this Agreement and hereby agrees that the changes and modifications made thereby shall have no effect on its obligations under the Guaranty and shall remain in full force and effect, unchanged by this Agreement.
21. This Agreement shall be binding upon, and shall inure to the benefit of, the parties' respective heirs, representatives, successors and assigns.
22. This Agreement represents the final agreement between the parties herein and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

[Signature pages to follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument, as of the day first above written.

BORROWER:

**HANS LOLLICK LAND COMPANY,
LIMITED LIABILITY LIMITED PARTNERSHIP,**
a U. S. Virgin Islands
limited liability limited partnership

By: Rearden Capital, LLC,
a U. S. Virgin Islands
limited liability company,
General Partner

By: *Bruce Tizes*
Bruce Tizes, Managing Member

WITNESSES:

[Signature]
[Signature]

STATE OF *Illinois* §
 §
COUNTY OF *Cook* §

This instrument was acknowledged before me on this *2nd* day of *April*, 200*9*, by BRUCE TIZES, Managing Member of Rearden Capital, LLC, a U. S. Virgin Islands limited liability company, General Partner of **HANS LOLLICK LAND COMPANY, LIMITED LIABILITY LIMITED PARTNERSHIP**, a U. S. Virgin Islands limited liability limited partnership, on behalf of said partnership.

Demerette Kee
Notary Public, State of *Illinois*



GUARANTOR/
PLEDGOR 3:

Bruce Randolph Tizes
BRUCE RANDOLPH TIZES

WITNESSES:

[Signature]
[Signature]

STATE OF Illinois §
 §
COUNTY OF Cook §

Before me, the undersigned authority, on this day personally appeared BRUCE RANDOLPH TIZES, known to me to be the person whose signed the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes therein expressed.

Given under my hand and seal of office on this 2nd day of April, 2007.

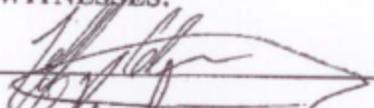
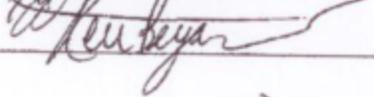
Demerette Kee
Notary Public, State of Illinois



ADDITIONAL GUARANTOR:


PETER R. MORRIS

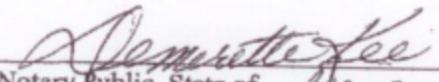
WITNESSES:

STATE OF Illinois §
COUNTY OF Cook §
§

Before me, the undersigned authority, on this day personally appeared PETER R. MORRIS, known to me to be the person whose signed the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes therein expressed.

Given under my hand and seal of office on this 2nd day of April, 2009.


Notary Public, State of Illinois



PLEDGOR 4:

[Signature]
RICHARD P. BLUMBERG

WITNESSES:

[Signature]
Linda L. Jant

STATE OF WA

COUNTY OF King

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Before me, the undersigned authority, on this day personally appeared **RICHARD P. BLUMBERG**, known to me to be the person whose signed the foregoing instrument, and acknowledged to me that he executed the instrument for the purposes therein expressed.

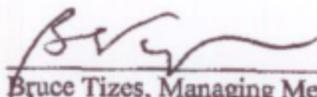
Given under my hand and seal of office on this 6th day of April, 2009

[Signature]
Notary Public, State of WA

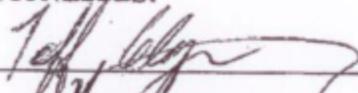
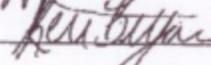


ESTATE PETERBORG
PARCEL OWNER/
PLEDGOR 2:

REARDEN CAPITAL, LLC,
a U. S. Virgin Islands
limited liability company

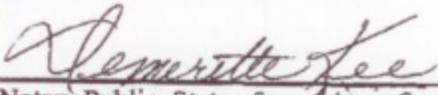
By: 
Bruce Tizes, Managing Member

WITNESSES:

STATE OF Illinois §
COUNTY OF Cook §

This instrument was acknowledged before me on this 2nd day of April, 2009, by
BRUCE TIZES, Managing Member of REARDEN CAPITAL, LLC, a U. S. Virgin Islands limited
liability company, on behalf of said company.


Notary Public, State of Illinois



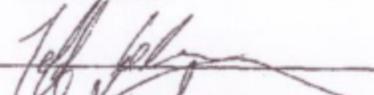
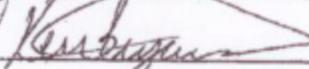
PLEDGOR 1:

PRM DEVELOPMENT, LLC,
a Delaware limited liability company

By: PRM Management of Illinois, Inc.,
an Illinois corporation, Manager

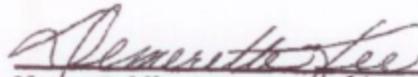
By: 
Peter R. Morris, President

WITNESSES:

STATE OF Illinois §
 §
COUNTY OF Cook §

This instrument was acknowledged before me on this 2nd day of April, 2009, by PETER R. MORRIS, President of PRM Management of Illinois, Inc., an Illinois corporation, the Manager of PRM DEVELOPMENT, LLC, a Delaware limited liability company, on behalf of said company.


Notary Public, State of Illinois



LENDER:

LIBERTY BANKERS LIFE INSURANCE COMPANY,
an Oklahoma life insurance company, successor by merger to
AMERICAN RESERVE LIFE INSURANCE COMPANY,
an Oklahoma life insurance company

By: *Bradford A. Phillips*
Bradford A. Phillips, CEO/President

WITNESSES:

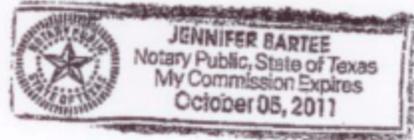
Alice D. Burt
Alice D. Burt

Doc# 2009003303
Pages 14
05/13/2009 2:59PM
Official Records of
ST THOMAS/ST JOHN
WILMA G. HART SMITH
RECORDER OF DEEDS
Fees \$41.50

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on this 30 day of April, 2009, by
Bradford A. Phillips, CEO/President of **LIBERTY BANKERS LIFE INSURANCE COMPANY,**
an Oklahoma life insurance company, successor by merger to **AMERICAN RESERVE LIFE**
INSURANCE COMPANY, an Oklahoma life insurance company, on behalf of said company.

Jennifer Bartee
Notary Public, State of Texas



Doc# 2009003303

05/13/2009 2:59PM
Official Records of
ST THOMAS/ST JOHN
WILMA G. HART SMITH
RECORDER OF DEEDS

EXHIBIT "A"

Big Hans Lollok Island,
also known as
Great Hans Lollok Island
No. 10 Great Northside Quarter
St. Thomas, U. S. Virgin Islands

Doc# 2009003303

05/13/2009 2:59PM
Official Records of
ST THOMAS/ST JOHN
WILMA O. HART SMITH
RECORDER OF DEEDS

EXHIBIT "B"

Parcel No. 11-59 Estate Peterborg
No. 12 Great Northside Quarter
St. Thomas, Virgin Islands
As shown on PWD No. A9-370-T89

Doc# 2009003303