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HODGE & HODGE

November 20, 2015

Christopher Kroblin
Kellerhals Ferguson Kroblin PLLC
9100 Port of Sale Mall, Suite 15
St. Thomas, VI 00802
[via e-mail to [REDACTED]]

Re: *Great St. Jim, LLC v. Christian Kjaer and GSJ Properties, Corp.*
Civil No. 592/2015

Dear Chris:

Pursuant to our telephonic discussion, this letter will confirm that the parties to the above-captioned matter intend to engage in negotiations with the objective of determining if mutually agreeable terms for a sale of Great St James Island can be reached. As discussed, it would be agreed that those negotiations would be considered settlement negotiations in the above-referenced litigation, and we agree that such negotiations shall be confidential and inadmissible as evidence pursuant to Rule 408 of the Federal Rules of Evidence, made applicable to the Superior Court pursuant to Superior Court Rule 7.

Evidence of "furnishing, promising, or offering or accepting, promising to accept, or offering to accept a valuable consideration in compromising or attempting to compromise the claim" and "conduct or a statement made during compromise negotiations about the claim..." are "not admissible on behalf of any party either to prove or disprove the validity or amount of a disputed claim or to impeach by a prior inconsistent statement or a contradiction." Fed. R. Evid. R. 408(a)(1)-(2). Accordingly, any attempts to negotiate a settlement of the above-captioned matter, including but not limited to conduct or statements made by either party, whether written or oral, shall be kept strictly confidential, and shall be inadmissible as evidence in the event that settlement negotiations are unsuccessful.

Hopefully, the parties will be able to reach mutually agreeable terms on this transaction. If that does not occur, both can be assured the negotiations toward that end will not be introduced into evidence in the litigation. This is particularly important to both sides, as they have contrary positions on whether any contract of sale currently exists. If you concur, please return a signed copy of this letter to confirm your agreement, with these terms for the confidentiality and inadmissibility of the parties' settlement negotiations on behalf of your client named as plaintiff here, and also on behalf of your client who we understand is the principal of the LLC. If you have any questions, please feel free to contact me. Thank you.

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EFTA01069234

Sincerely,



Maria Tankenson Hodge

Accepted: _____ Dated: _____
Christopher Kroblin

Cc: Kevin D'Amour