

AGREEMENT

THIS AGREEMENT (the "Agreement") dated as of March __, 2016 by and between [ROTHSCHILD ENTITY], with its principal address at [ADDRESS OF ROTHSCCHILD ENTITY] (hereafter the "Company") and Southern Trust Company, Inc., with its principal address at 6100 Red Hook Quarter, B3, St. Thomas, USVI 00802 ("STC").

WITNESSETH:

WHEREAS, the Company desires to engage STC, and STC desires to be engaged by the Company, to provide the services hereinafter described, upon, subject to and in accordance with the provisions contained herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual, promises, undertakings, covenants and other provisions contained herein, each of the Company and STC, intending to be legally bound, hereby agrees as follows:

SECTION 1. Engagement.

(a) The Company hereby engages STC on an exclusive basis to perform the services set forth in Section 1(b) below during the eighteen (18)-month period commencing on the date hereof and expiring on September __, 2017 (the "Term"). STC hereby accepts such engagement and shall perform for the Company the services described herein, faithfully and to the best of its ability.

(b) STC shall render such advice and services to the Company as may be reasonably requested by the Company concerning the sale of the business of the Company and/or one or more of its affiliates (the "Business"), including, without limitation, the following:

- (i) Study and review of the business, operations, and historical financial performance of the Business so as to enable STC to provide advice and assistance to the Company as provided herein;
- (ii) Locate, evaluate and introduce the Company to suitable STC Sources (as defined in Section 2(b) hereof) for participation, alone or with others, in a Business Combination (as defined in Section 1(b)(iii) hereof);
- (iii) Assist in the formulation of the terms and structure of proposed business combination transactions with total consideration of a minimum of \$2 Billion, involving the sale of the Business, including, without limitation, by means of a merger or consolidation, sale of assets, or sale or exchange of securities (a "Business Combination");

- (iv) Assist the Company in attempting to formulate the strategies to prepare, market and ready the Business, the Company and any necessary affiliates of the Company for a Business Combination;
- (v) Assist the Company in attempting to formulate strategies to meet the working capital and capital resource needs of the Business, the Company and any necessary affiliates of the Company prior to the consummation of any Business Combination;
- (vi) Advise the Company regarding tax structuring and planning in connection with each and any possible Business Combination;
- (vii) Assist in the presentation to the Board of Directors of the Company of each and any proposed Business Combination or any issues in anticipation thereof or in connection therewith; and
- (viii) Advise the Company in the preparation of press releases and other communications with the financial and investment communities in connection with any of the advice or services provided pursuant to this Section 1(b).

SECTION 2. Compensation.

(a) If during the Term any Business Combination is completed, or if within 6 months after the end of the Term, any Business Combination with an STC Source (as defined in Section 2(b) hereof) as a participant therein is completed, then the Company shall pay STC at closing a fee ("Fee") in an amount equal to the difference of (i) five percent (5%) of the sum of the total gross cash proceeds, plus the fair market value of all other non-cash consideration, directly or indirectly, paid to or for the benefit of the Company or any of its affiliates in connection with, or otherwise derived by the Company or any of its affiliates from or attributable to, the Business Combination, less (ii) the sum of all bona fide and documented costs, fees and expenses actually incurred or paid by the Company in connection with such Business Combination or otherwise paid or incurred by the Company pursuant to Section 3 hereof.

(b) STC shall maintain a record of each person or entity STC introduces to the Company during the Term of this Agreement as a potential participant in a Business Combination (each, an "STC Source"), and shall provide Company with a complete and final record of all STC Sources within fifteen (15) days after the end of the Term. In the event that within six (6) months after the end of the Term there is completed a Business Combination in which any STC Source participates, the Company shall pay to STC the Fee as and when provided in Section 2(a) hereof.

- (c) Except as otherwise provided for herein:
 - (i) The Fee payment due to STC hereunder shall have no offsets, is non-refundable, non-cancelable and shall be free and clear of any and all encumbrances.
 - (ii) The Fee payment due to STC shall be paid to STC in cash in immediate available funds to an account hereafter to be designated in writing by STC to the Company.

- (d) For purposes of determining the fair market value of any non-cash consideration in connection with the calculation of the Fee, the following shall apply:
 - (i) Fair market values shall be determined jointly by the Company and STC, reasonably, in good faith and in accordance with the provisions hereof.
 - (ii) No discounts (including, without limitation, minority discounts or discounts for lack of marketability) will be applied in determining fair market values.
 - (iii) Securities traded on any domestic or foreign exchange or included in the NASDAQ Stock Market are valued at their last sale prices reported on the day as of which the non-cash consideration is valued for purposes of the Business Combination, or if a security did not trade on such day, the last sale price on the next preceding day on which a sale price was reported. Values in any currency other than U.S. Dollars shall be converted to U.S. Dollars at prevailing exchange rates mutually agreed to by the parties in good faith.
 - (iv) In valuing privately held, illiquid equity securities of an issuer, the value of the issuer's total equity will be determined using the valuation of the specific class of equity in the issuer as determined by the issuer for purposes of the issuer's then most recent round of financing to have been completed prior to such valuation; provided, however, that if any such valuation is more than twelve (12) months old at the time of such valuation, then if the parties cannot agree an an appropriate value, the parties agree to engage a mutually agreed upon independent third party appraiser to provide them with a then current appraisal of the illiquid securities in question.

- (e) In connection with each and any Business Combination, the Company shall authorize and direct the closing agent or escrow agent for such Business Combination (the "Closing Agent") to distribute directly or from escrow the Fee payment due to STC hereunder. The Company agrees that, if requested by STC in connection with

each and any Business Combination, the amount of such Fee payment due to STC and the manner of payment and delivery as herein provided shall be included in the documentation for such Business Combination. In connection with each and any Business Combination, STC is hereby authorized to notify the Closing Agent for such Business Combination, on behalf of the Company, to make all payments required hereunder directly to STC. In order to effectuate the foregoing provisions, in connection with each and any Business Combination, at STC's request, the Company shall execute and deliver to STC Irrevocable Disbursement Instructions, in such form as STC may reasonably require, that require the Closing Agent for such Business Combination to pay the Fee due to STC hereunder at closing before it makes any disbursement to the Company.

SECTION 3. Expenses. The Company shall timely pay as and when due and, subject to Section 2(a) hereof, indemnify and hold harmless STC from and against, all costs, fees and expenses billed or charged by third-parties in connection with each and any proposed Business Combination hereunder or otherwise in connection with each and any matter as to which STC may provide advice or services hereunder; provided, however, that the Company shall not be required to pay for or indemnify and hold harmless STC from and against any such third party costs, fees or expenses at any time if and to the extent that the aggregate of all such costs, fees and expenses theretofore billed or charged hereunder exceeds \$ _____, and the Company has not given its prior written consent to said excess costs, fees and expenses. In addition, the Company shall reimburse STC for its reasonable out of pocket costs and expenses, excluding the costs and expenses of STC's travel, in connection with STC's performance of services under this Agreement. All expenses to be paid or reimbursed by the Company under this Section 3, shall be evidenced by written documentation prior to payment or reimbursement. Reimbursement by the Company to STC will be made within fifteen (15) days after the Company's receipt of said documentation from STC. The total amount of expenses paid or reimbursed to STC under this section shall be deducted from the amount of the Fee due to STC as provided in Section 2(a) hereof.

SECTION 4. Break Up Fee. (a) The Company agrees that, if, without reasonable cause therefor, the Company elects to terminate, cancel or rescind any Business Combination for which the parties thereto have fully executed a binding agreement, then the Company shall immediately pay to STC the Fee that would have been paid to STC had the Business Combination been completed.

(b) The Company agrees that in the event that any party (other than the Company) to any Business Combination for which the parties thereto have fully executed a binding agreement terminates, cancels, or rescinds said agreement on account of any material breach, misrepresentation or omission by, or other willful misconduct, of the Company that permits such termination, cancellation or rescission, then the Company shall immediately pay to STC the Fee that would have been paid to STC had the Business Combination been completed.

SECTION 5. Termination. Sections 2, 3, 4, 6, 7, 8 and 10 shall survive any termination of this Agreement.

SECTION 6. Confidential Information. (a) STC agrees that during and after the Term, it will keep in strictest confidence, and, without the prior written consent of the Company, it will not disclose or make accessible to any other person or entity (other than STC's officers, employees, professionals, lawyers, advisors, and consultants with a need to know same to facilitate STC's performance of this Agreement), the products, services and technology, both current and under development, promotion and marketing programs, lists, trade secrets and other confidential and proprietary business information of the Business, the Company and the Company's affiliates which STC obtained in connection with the performance of this Agreement, including, without limitation, Company Proprietary Information (as defined in Section 7) (all of the foregoing is referred to herein as "Company Confidential Information").

(b) The Company agrees that during and after the Term, it will keep in strictest confidence, and, without STC's prior written consent, it will not disclose or make accessible to any other person or entity (other than the Company's officers, employees, professionals, lawyers, advisors, and consultants with a need to know the same to facilitate the Company's performance of the Agreement), STC's products, services and technology, both current and under development, lists, trade secrets and other confidential and proprietary business information of STC, including, without limitation, STC Proprietary Information (as defined in Section 7) (all of the foregoing is referred to herein as "STC Confidential Information").

(c) STC agrees not to use any such Company Confidential Information for itself or others, except in connection with the performance of its duties hereunder. The Company agrees not to use any STC Confidential Information for itself or others, other than exclusively for the purpose for which such STC Confidential Information was disclosed to the Company by STC in the performance of its duties hereunder.

(d) Notwithstanding the foregoing, the parties agree that each of STC and the Company is free to use (a) information in the public domain not as a result of a breach of this Agreement, (b) information lawfully received from a third party who had the right to disclose such information and (c) such party's own independent skill, knowledge, know-how and experience to whatever extent and in whatever way it determines, in each case consistent its rights and obligations hereunder.

SECTION 7. Ownership of Proprietary Information. STC agrees that all information that has been created, discovered or developed by the Company, its subsidiaries, affiliates, licensors, licensees, successors or assigns (collectively, the "Affiliates") (including, without limitation, information relating to the Company's customers, suppliers, and licensees, as well as information relating to the development of the Company's business created, discovered, developed by the Company or any of its Affiliates during the Term) and/or in which property rights have been assigned or otherwise conveyed to the Company or the Affiliates, shall be the sole property of the Company or the Affiliates, as applicable, and the Company or the Affiliates, as the case may be, shall be the sole owner of all patents, copyrights and other rights in connection

therewith, including without limitation the right to make application for statutory protection. All the aforementioned information is hereinafter called "Company Proprietary Information."

All original content, proprietary information, trade secrets, copyrights, patents or other intellectual property created by STC, whether prior to the commencement of the Term or in connection with this Agreement, that does not depend upon Company Proprietary Information for its utility, shall be the sole and exclusive property of STC, and is hereinafter called "STC Proprietary Information."

SECTION 8. Indemnification. The Company represents that all materials provided or to be provided to STC or any third party regarding the financial affairs or operations of the Business, the Company and its affiliates are and shall be truthful and accurate. The Company agrees to indemnify and hold harmless STC and its professionals, lawyers, consultants and affiliates, and all of their respective directors, officers, shareholders, partners, members, managers, agents and employees, to the full extent lawful, from and against all losses, claims, damages, liabilities, costs, fees and expenses incurred by them (including reasonable attorneys' fees and disbursements) that result from actions taken or omitted to be taken (including any untrue statements made or any statement omitted to be made) by the Company, its agents or employees which relate to the scope of this Agreement and the performance by STC of the services contemplated hereunder, except for any losses, claims, damages, liabilities, costs, fees and expenses resulting from, any action or failure to act by STC that constitutes fraud, bad faith or willful misconduct on the part of STC.

SECTION 9. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given: (a) upon email or facsimile transmission (with transmission confirmed electronically or in a printed fax transmission report) at the email address or facsimile number designated below; (b) when delivered personally against receipt therefore; (c) one day after being sent by Federal Express or similar overnight delivery; or (d) four (4) business days after being mailed registered or certified mail, postage prepaid. The addresses for such communications shall be as set forth below or to such other address as a party shall give by notice hereunder to the other party to this Agreement.

If to the Company: [Rothschild Entity Name and Address]
Telephone:
Facasimile No.:
Email:
Attention: [Name of Rothschild Representative]

If to STC: Southern Trust Company, Inc.
6100 Red Hook Quarter, B3
St. Thomas, USVI 00802
Telephone: [REDACTED]
Facsimile No.: [REDACTED]

Email: [REDACTED]
Attention: President

SECTION 10. Disclaimers of STC. The Company hereby acknowledges and agrees as follows:

(a) STC (for purposes of this Section 10, the term "STC" being deemed to include all directors, officers, employees, representatives, agents, advisors and entities affiliated with STC) shall be deemed to be an independent contractor and, except as expressly provided or authorized in this Agreement, shall have no authority to act for, on behalf of or represent the Company.

(b) STC is not serving in any fiduciary capacity whatsoever, to, for or on behalf of the Company or any of its affiliates and owes no duties or obligations to the Company or any of its affiliates except for its obligations to the Company as expressly provided herein.

(c) The use by the Company and its affiliates of any and all information and materials provided by, for and on behalf of STC hereunder is at the sole risk of the Company and its affiliates, and the Company assumes the full risk and responsibility for any and all actions and decisions taken, or omitted to be taken, by or on behalf of the Company and its affiliates in connection with any and all information and materials provided by, for or on behalf of STC hereunder.

(d) All information and materials provided by, for or on behalf of STC hereunder is provided without warranty of any kind, and STC hereby expressly disclaims all representations, warranties, and guarantees with respect to any and all information and materials provided by, for or on behalf of STC in connection with this Agreement, whether express or implied or statutory, including, but not limited to, the implied warranties of merchantability, of satisfactory quality, of fitness for a particular purpose and of accuracy.

(e) STC will not under any circumstances be liable to the Company or any of its affiliates for any loss the Company or any such affiliates may incur as a result of any decisions or actions taken, or omitted to be taken, in connection with any and all information or materials provided by, for or on behalf of STC in connection with this Agreement.

(f) In no event shall STC be liable for any injury, or any incidental, special, indirect or consequential damages whatsoever, arising out of or related to the Company's or any of its affiliates' use or failure to use any information or materials provided by, for or on behalf of STC in connection with this Agreement, however caused, regardless of the theory of liability (contract, tort or otherwise), and even if STC has been advised of the possibility of such damages.

(g) STC now renders and may continue to render to persons and entities other than the Company and its affiliates consulting, financial and related advice and services similar to that which it is to provide hereunder; such other persons or entities may or may not conduct business and activities similar to those of the Company; and such activities by STC do not constitute a breach by STC of this Agreement or of any obligations to the Company or any of its affiliates.

(h) STC shall not be required to devote its full time and attention to the performance of its duties under this Agreement, but shall devote only so much of its time and attention as it deems reasonable or necessary for such purposes.

SECTION 11. Successors and Assigns. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement and any of the rights, interests or obligations hereunder may not be assigned by either party hereto without the prior written consent of the other party hereto, which consent may be granted or withheld in the sole discretion of such other party.

SECTION 12. Severability of Provisions. If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced in whole or in part, the remaining provisions or portions thereof shall nevertheless remain in full force and effect and enforceable to the extent they are valid, legal and enforceable, and no provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

SECTION 13. Entire Agreement; Modification. This Agreement contains the entire agreement of the parties hereto relating to the subject matter hereof, and the parties hereto have made no agreements, representations or warranties relating to the subject matter of this Agreement which are not set forth herein. No amendment or modification of this Agreement shall be valid unless made in writing and signed by all of the parties hereto.

SECTION 14. Non-Waiver. The failure of any party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance therewith; and the said terms, conditions and provisions shall remain in full force and effect. No waiver of any term or condition of this Agreement on the part of any party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party.

SECTION 15. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the internal laws of the Territory of the United States Virgin Islands without regard to such Territory's principles of conflicts of laws. The parties irrevocably and unconditionally agree that the exclusive place of jurisdiction for any action, suit or proceeding ("Actions") relating to this Agreement shall be in the Superior Court or the United States Federal District Court situated on St.

Thomas in the United States Virgin Islands. Each party irrevocably and unconditionally waives any objection it may have to the venue of any Action brought in such courts or to the convenience of the forum. Final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment, a certified or true copy of which shall be conclusive evidence of the fact and the amount of any indebtedness or liability of any party therein described. Service of process in any Action by any party may be made by serving a copy of the summons and complaint, in addition to any other relevant documents, by commercial overnight courier to any other party at their address set forth in this Agreement.

SECTION 16. Headings. The headings of the Sections are inserted for convenience of reference only and shall not affect any interpretation of this Agreement.

SECTION 17. Counterparts. This Agreement may be executed in counterpart signatures, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature page were an original thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of nine (9) pages as of the day and year first written above.

[ROTHSCHILD ENTITY NAME]

By: _____
Name:
Title:

SOUTHERN TRUST COMPANY, INC.

By: _____
Name: Darren Indyke
Title: Vice President