

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (this "Agreement"), dated as of May 15, 2014, is made by and between Jeffrey Epstein ("Epstein"), Island Global Yachting Facilities Ltd., a Cayman Islands exempted company ("IGYF"), Andrew L. Farkas ("Farkas") and IGY-AYH St. Thomas Holdings, LLC, a U.S. Virgin Islands limited liability company ("AYH", and together with Epstein, Farkas and IGYF, the "Parties").

WHEREAS, IGYF and Epstein entered in a Membership Interest Purchase Agreement, dated as of May 29, 2007 pursuant to which Epstein purchased a 50% membership interest in AYH (the "Membership Interest Purchase Agreement");

WHEREAS, Epstein, IGYF and AYH entered into that certain Amended and Restated Limited Liability Company Agreement of AYH dated as of May 29, 2007 (the "LLC Agreement");

WHEREAS, Epstein, IGYF and AYH have a dispute (the "Dispute") regarding, among other things, the purchase price paid by Epstein for his 50% interest in AYH pursuant to the Membership Interest Purchase Agreement; and

WHEREAS, the Parties wish to settle the Dispute on the terms and conditions set forth herein.

NOW, THEREFORE, the undersigned, representing all of the Parties, for good and valuable consideration, including without limitation the covenants and agreements made herein, hereby agree as follows:

1. Settlement Payment. Upon execution and acknowledgement of this Agreement by all Parties, IGYF shall pay or cause to be paid to Epstein the sum of Two Hundred Ninety Two Thousand Six Hundred Fifty Five 00/100 Dollars (\$292,655.00) in immediately available funds by wire transfer to an account designated by Epstein.

2. Management of the Facility. Within ten (10) business days following the date hereof, Epstein, IGYF and AYH shall sign an amendment to the LLC Agreement that provides, and AYH shall cause Island Global Yachting Services Ltd. ("IGYS") to enter into an amendment to the Management Agreement by and between AYH and IGYS dated as of February 1, 2008 (the "Management Agreement") which will provide, that: (a) the compensation payable to the IGYS Service Provider (as defined in the LLC Agreement) under Section 12.01(a)(ii) of the LLC Agreement and under Section 2(a) of the Management Agreement shall be reduced from seven and one-half percent (7.5%) of Gross Receipts (as defined in the Management Agreement) to five percent (5%) of Gross Receipts, (b) no performance bonus shall be paid to the IGYS Service Provider under Section 12.01(a)(ii) of the LLC Agreement or under the applicable provisions of the Management Agreement without the prior written consent of Epstein, which consent may be granted or withheld in Epstein's sole discretion and (c) no Retail Service Fee (as defined in the Management Agreement) shall be due and payable in respect of any office leases entered into by Epstein or his affiliates and AYH under the Management Agreement. The effectiveness of the

amendments to the LLC Agreement and the Management Agreement shall be as of March 1, 2014.

3. Side Letter. AYH hereby reaffirms its obligations under the provisions of the Side Letter Agreement, by and among, Epstein, AYH and Island Global Yachting Ltd. ("IGY") dated as of May 29, 2007 (the "Side Letter"), including, without limitation, the obligation to provide Epstein or his affiliate with the right to use a slip at American Yacht Harbor Marina (the "Facility") for a vessel up to 75 feet in length on the terms and conditions set forth in the Side Letter. The obligations under the provisions of the Side Letter shall remain in full force and effect in accordance with the terms thereof.

4. Fuel and Dockage. So long as Epstein and his affiliates (the "Epstein Group") are not in default (after any applicable cure periods) under any of their respective (i) current and future slip agreements entered into with AYH, (ii) current and future lease agreements entered into with AYH or (iii) there is a Fuel Termination Event, AYH agrees as follows:

(a) Fuel. Subject to the last sentence of this Section 4(a), AYH hereby agrees to provide the Epstein Group the right to purchase fuel for its vessels from AYH for a discount of twenty percent (20%) to AYH's published price for fuel on the date of such purchase. AYH agrees to deliver to Epstein on a monthly basis an invoice for any fuel purchased by any member of the Epstein Group in the immediately prior calendar month and Epstein hereby agrees to pay for such fuel by the end of the tenth (10th) business day after the receipt of such monthly invoice (a "Fuel Payment Due Date"). If Epstein or any other members of the Epstein Group fails to pay any amounts due and owing under this Section 4(a) by the applicable Fuel Payment Due Date (a "Fuel Payment Default") then Epstein shall have to make such payment by the 10th day following the Fuel Payment Due Date (each, a "Fuel Payment Due Date Cure Payment"). Upon the occurrence and continuation of Fuel Payment Default no member of the Epstein Group shall be entitled to any discounts provided for in this Section 4(a) of the Agreement. This Section 4(a) shall only apply to vessels owned by the Epstein Group as of the date hereof, replacements of such vessels and to five additional vessels to the extent such vessels are purchased and owned by a member of the Epstein Group after the date hereof.

(b) Additional Dockage. AYH hereby agrees to provide the Epstein Group a ten percent (10%) discount on slip fees on all other vessels owned by the Epstein Group as of the date hereof (or replacements thereof) and AYH and Epstein agree to enter into the standard AYH slip agreement within five (5) business days following the date hereof for such vessels. Such slip agreements shall provide that the Owner (as defined in each slip agreement) will have 10 days after delivery of notice by AYH to cure any payment defaults by the Owner under such slip agreement.

(c) In the event any member of the Epstein Group defaults in its payments of any amounts due and payable pursuant to Section 4(a) of this Agreement on a Fuel Payment Date, then the obligations of AYH to provide the discounts in Section 4(a) of this Agreement shall terminate, provided, however, that the Epstein Group shall be permitted to make a total of five Fuel Payment Due Date Cure Payments in any twelve month period in which case the obligations to provide the discounts in Section 4(a) of this Agreement shall continue (if not so cured, a "Fuel Termination Event").

(d) AYH agrees to maintain Epstein Group's vessels (and replacements thereof to the extent such replacements reasonably fit in such slips) in their current slips and to only relocate those vessels with the prior written consent of Epstein (which consent shall not be unreasonably withheld, conditioned or delayed) provided, that, AYH shall have: (i) no obligation to continue to rent "P" dock and in the event AYH determines in its sole discretion to not rent P dock then any Epstein Group vessels located on P dock shall be relocated to the Facility to slips that are reasonably acceptable to both Epstein and AYH; and (ii) the right to relocate any Epstein Group vessels in the event of any emergency or a threatened hurricane without Epstein's prior written consent.

(e) The provisions of this Section 4 of this Agreement shall (i) remain in full force and effect so long as IGYF or any affiliates thereof directly or indirectly owns an interest in the Facility and Epstein beneficially owns his current interest in AYH and (ii) terminate without notice on the date that IGYF or any affiliates thereof no longer owns an interest in the Facility or Epstein no longer beneficially owns his current interest in AYH.

5. Current Lease at the Facility.

(a) All of the tenant's rights and obligations under the current Lease Agreement by and between AYH and Financial Trust Company, Inc. ("FTC"), dated as of September 4, 2009 (the "Lease"), as well as the Lease itself, shall be assigned by FTC to Epstein's affiliate, Southern Trust Company, Inc., a U.S. Virgin Islands corporation ("STC"), subject to the modification of the Lease provided in Section 5(b) hereof and provided that FTC will continue to be liable for the obligations of the Tenant (as defined in the Lease) under the Lease.

(b) Effective as of March 1, 2014, AYH hereby agrees that the monthly Base Rent payable on March 1, 2014 through and including September 30, 2014 shall be \$6,062.00. For the avoidance of doubt, the monthly amount for the period March 1, 2014 through September 30, 2014 is not subject to any annual Base Rent increases pursuant to Section 3.3 of the Lease. The annual Base Rent payable for the first Option Term (October 1, 2014 through September 30, 2019) shall be \$72,744.00 payable in monthly installments of \$6,062.00. Thereafter, the Base Rent shall be increased in accordance with the Terms of the Lease. For the avoidance of doubt, the term "Additional Rent" (as defined in the Lease) shall not include any, and there shall be no, increases in the amount of Base Rent payable by the Tenant to the Landlord under the Lease during the period from March 1, 2014 through and including September 30, 2014, and at any time during the first Option Term on account of the provisions of Section 3.3 which provide for the Base Rent to increase by the greater of CPI and 3%. In addition, when the Lease is amended in accordance with Section 5(c) of this Agreement, such amendment shall provide for 10 day grace periods for non-payment of Base Rent or Additional Rent by Tenant (as defined in the Lease). In addition, AYH shall provide to FTC or STC, as the case may be, a credit in the amount of \$4,197.03 in respect of the amount of Base Rent paid for March 2014, April 2014 and May 2014. AYH and FTC hereby agree that the Term of the Lease has been extended for the first Option Term.

(c) Within ten (10) business days following the date hereof, AYH and Epstein, on behalf of FTC and STC, shall enter into an assignment and amendment of the Lease, containing usual and customary terms reasonably acceptable to Epstein and AYH, to effectuate the assignment as described in Section 5(a) hereof and the change in Base Rent payable under the Lease as described in Section 5(b) hereof.

6. Amendments to LLC Agreement. In addition to the amendments pursuant to Section 2 hereof, within ten (10) business days following the date hereof, the Parties will amend the LLC Agreement as follows: (a) yearly provision to Epstein of a detailed Annual Budget; (b) provision to Epstein of Quarterly Financial Statements and Budget Reports showing variance between budgeted line items and actual receipts and expenditures; and (c) IGYF shall cause AYH to produce independently audited annual financial statements and shall deliver same to Epstein promptly after they are completed along with any auditor-issued internal control and management comment letters provided by the Auditors promptly after the receipt thereof.

7. Further Assurances. The Parties agree to perform (or to procure the performance of) all further acts and things, and execute and deliver (or procure the execution and delivery of) such further documents, as may be required by law or as the other party may reasonably require, to implement and/or give effect to this Agreement and the transactions contemplated herein.

8. Release, Waiver and Covenant Not to Sue of AYH and IGYF.

(a) Upon the date hereof, AYH, Farkas and IGYF, each on behalf of itself and each of its affiliated individuals and entities (collectively, the "AYH Releasers"), hereby fully releases and forever discharges Epstein, Financial Trust Company, Inc., Southern Trust Company, Inc., L.S.J., LLC, Island Grounds, Inc., LSJE, LLC and Nautilus, Inc., and each of their past and present parents, subsidiaries, affiliates, officers, directors, managers, employees, members, shareholders, agents and attorneys (the "Epstein Releasees"), without the need for any additional documentation of such release, from any and all debts, claims, rights, obligations, liabilities, demands, damages, expenses, costs, attorneys' fees and causes of action, of any kind or nature whatsoever, whether in law or in equity, whether or not now known, suspected or claimed (individually, a "Loss" and, collectively "Losses"), that each and any of the AYH Releasers now have, ever had or may have against any of the Epstein Releasees from the beginning of the world through and including the date of this Agreement, including, without limitation, any claims in respect of the Dispute or under the LLC Agreement; provided, however, that the obligation of the Epstein Releasees to pay AYH (i) any amounts billed but that remained unpaid as of April 30, 2014 under the Lease, any slip agreements or in connection with any fuel purchases from AYH and (ii) any outstanding amounts with respect to the period from May 1, 2014 through the date hereof under the Lease, any slip agreements or in connection with any fuel purchases from AYH, in each case shall not be subject to the release under this Section 8(a) ("Excluded Claims").

(b) Upon the date hereof, each of the AYH Releasers: (i) acknowledges that it may have sustained damages, costs, or expenses that are presently unknown with respect to the matters released under Section 8(a); (ii) acknowledges that it has negotiated, with the assistance of competent independent legal counsel, agreed upon and entered into the release provided for in this Section 8 with full knowledge of such a possibility; and (iii) waives any and all rights which

it may have under any state, territory or federal statute or common law, including, without limitation, the law of any foreign jurisdiction, that would otherwise limit the effect of this Agreement, to such claims, known or suspected as of or after the date hereof. For the purpose of implementing the release intended pursuant to Section 8(a), upon the date hereof, each of the AYH Releasors: (x) expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims, known or unknown arising prior to or on the date hereof which each of the AYH Releasors ever had, may have or now has against any of the Epstein Releasees other than the Excluded Claims, and this Agreement further contemplates the extinction of any and all such claims other than the Excluded Claims; and (y) expressly waives any right hereafter to assert that any such claim (other than Excluded Claims) has, through ignorance or oversight, been omitted from this Agreement, and further assumes full responsibility for any Loss of any kind or nature whatsoever, that it has or may hereafter incur, from the above-specified waiver.

(c) Upon the date hereof, each of the AYH Releasors hereby covenants and agrees never to commence or prosecute any action against any of the Epstein Releasees based in whole or in part upon any Loss, claim, cause of action, obligation, or liability released in Section 8(a) or waived in Section 8(b). This Agreement may be submitted and pleaded as a full and complete defense to or be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

(d) Each of the AYH Releasors hereby represents and warrants that he, she or it has not assigned or otherwise transferred any claims against the Epstein Releasees to any other party. Notwithstanding anything to the contrary in this Section 8, each of the Epstein Releasees hereby understands and agrees that none of the AYH Releasors is waiving, compromising or releasing any rights or claims, arising or accruing after the date hereof (i) with respect to the Excluded Claims, (ii) under this Agreement, or (iii) with respect to any of the following agreements: (A) the Lease, as the same shall or may hereafter be amended, (B) any other lease agreement between any member of the Epstein Group and AYH entered into after the date hereof, (C) any slip agreements between any member of the Epstein Group and AYH entered into after the date hereof, (D) the Side Letter, or (E) the LLC Agreement, as such LLC Agreement shall or may hereafter be amended, each of which of the foregoing agreements, and the rights and obligations thereunder of the parties thereto, shall remain in full force and effect.

9. Release, Waiver and Covenant Not to Sue of Epstein.

(a) Upon the date hereof, Epstein, on behalf of himself and his affiliated individuals and entities (collectively, the "Epstein Releasors"), hereby fully releases and forever discharges each of Andrew L. Farkas, AYH, IGYF, IGY, Island Global Yachting Directives LLC, Island Capital Group LLC and each of their past and present parents, subsidiaries, affiliates, officers, directors, managers, employees, members, shareholders, agents and attorneys (the "AYH Releasees"), without the need for any additional documentation of such release, from any and all Losses of any kind or nature whatsoever that each and any of the Epstein Releasors now has or ever had or may have, against any of the AYH Releasees from the beginning of the world through and including the date of this Agreement, including, without limitation, respecting any claims in respect of the Dispute or under the LLC Agreement.

(b) Upon the date hereof, each of the Epstein Releasors (i) acknowledges that it may have sustained damages, costs, or expenses that are presently unknown, with respect to the matters released under Section 9(a); (ii) acknowledges that it has negotiated, with the assistance of competent independent legal counsel, agreed upon and entered into the release provided for in this Section 9 with full knowledge of such a possibility; and (iii) waives any and all rights which it may have under any state, territorial or federal statute or common law, including, without limitation, the law of any foreign jurisdiction, that would otherwise limit the effect of this Agreement, to such claims, known or suspected as of or after the date hereof. For the purpose of implementing the release intended pursuant to Section 9(a), upon the date hereof, each of the Epstein Releasors: (x) expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims, known or unknown arising prior to or on the date hereof which the Epstein Releasors ever had or may have or now has against any of the AYH Releasees; and (y) expressly waives any right hereafter to assert that any such claim has, through ignorance or oversight, been omitted from this Agreement, and further assumes full responsibility for any Loss of any kind or nature whatsoever, that it has or may hereafter incur, from the above-specified waiver.

(c) Upon the date hereof, each of the Epstein Releasors hereby covenants and agrees never to commence or prosecute any action against any of the AYH Releasees based in whole or in part upon any Loss, claim, cause of action, obligation, or liability released in Section 9(a) or waived in Section 9(b). This Agreement may be submitted and pleaded as a full and complete defense to or be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement.

(d) Each of the Epstein Releasors hereby represents and warrants that he, she or it has not assigned or otherwise transferred any claims against the AYH Releasees to any other party. Notwithstanding anything to the contrary in this Section 9, each of the AYH Releasees hereby understands and agrees that none of the Epstein Releasors is waiving, compromising or releasing any rights or claims, arising or accruing after the date hereof (i) under this Agreement, or (ii) with respect to any of the following agreements: (A) the Lease, as the same shall or may hereafter be amended, (B) any other lease agreement between any member of the Epstein Group and AYH entered into after the date hereof, (C) any slip agreements between any member Epstein Group and AYH entered into after the date hereof, (D) the Side Letter, or (E) the LLC Agreement, as such LLC Agreement shall or may hereafter be amended, each of which of the foregoing agreements, and the rights and obligations thereunder of the parties thereto, shall remain in full force and effect.

10. No Admission. Each of the Parties have expressly denied and contested the merit and validity of any and all claims asserted against such Party, and it is understood and agreed that all of the consideration set forth herein is not an admission of liability by any Party or any AYH Releasee or Epstein Releasee, but such consideration is being given in order to compromise and settle disputed claims so that the Parties may avoid the expense, burden and uncertainty of litigation.

11. Entire Agreement; Successors and Assigns. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes any prior agreements among any of the Parties, whether written or oral, with respect to such subject

matter. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties, including, as applicable, their respective heirs and estates.

12. Amendments; Modifications. This Agreement may be amended or modified only by a writing signed by all the Parties. No provision of this Agreement may be waived except by a writing signed by the person or entity against whom such waiver is asserted. Neither any course of dealing nor any failure or neglect of any Party, AYH Releasee or Epstein Releasee in any instance to exercise any right, power or privilege hereunder, or under law or in equity, shall constitute a waiver of any right, power or privilege hereunder in any instance. No waiver by any person or entity of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

13. Severability. If any portion or portions of this Agreement may be held by a court of competent jurisdiction to conflict with any federal, state, territorial or local law, and as a result such portion or portions are declared to be invalid and of no force and effect in such jurisdiction, all remaining provisions of this Agreement shall otherwise remain in full force and effect and be construed as if such invalid portion or portions had not been included herein.

14. Governing Law; Jurisdiction; Enforcement. This Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of New York without giving effect to that State's choice of law principles. The Parties hereto hereby acknowledge and agree (a) that to the maximum extent permitted by applicable law, all disputes, claims, suits, actions or proceedings between the parties hereto relating to, among other things, the validity, construction, performance or termination of this Agreement shall be the subject of the exclusive jurisdiction of the state courts located in New York County, New York and (b) to waive any and all objections to the jurisdiction of such state courts located in New York County, New York that they may have.

15. Waiver of Jury Trial. THE PARTIES HERETO HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY ANY LAW OF ANY JURISDICTION, TRIAL BY JURY IN ANY PROCEEDING INVOLVING DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT.

16. Counterparts; Facsimiles. This Agreement may be executed in one or more counterparts. Facsimile signature pages or signature pages delivered electronically in PDF format shall have the same binding force and effect as original copies. If signature pages are facsimile or PDF pages, the party signing the same shall forward to its counsel the original signature for ultimate forwarding to opposing counsel.

17. Notices. All notices, consents, or other communications which any Party may be required or desire to give to any other Party hereto must be in writing and sent by (i) first class U.S. certified or registered mail, return receipt requested, with postage prepaid, (ii) facsimile or email (with a copy sent by first class U.S. certified or registered mail, return receipt requested, with postage prepaid), or (iii) express mail or courier (for either same day or next Business Day delivery). A notice or other communication sent in compliance with the

provisions of this Section 17 shall be deemed given and received on (a) the third (3rd) Business Day following the date it is deposited in the U.S. mail, (b) the date of confirmed dispatch if sent by facsimile or email (provided that a copy thereof is sent by mail the same day in the manner provided in clause (i) above), or (c) the date it is delivered to the other Party's address if sent by express mail or courier. The addresses for the Parties are as follows:

All notices and other communications to IGYF, Farkas and AYH shall be addressed to such Party at the following address:

IGY-AYH St. Thomas Holdings, LLC
c/o Island Global Yachting Ltd.
717 Fifth Avenue, 18th Floor
New York, NY 10022
Attn: President
Facsimile No. [REDACTED]
Email: [REDACTED]

Island Global Yachting Facilities Ltd.
c/o Island Global Yachting Ltd.
717 Fifth Avenue, 18th Floor
New York, NY 10022
Attn: President
Facsimile No. [REDACTED]
Email: [REDACTED]

with a copy to (which shall not constitute notice to IGYF or AYH):

Mark Lande, Esq.
General Counsel
Island Global Yachting Ltd.
717 Fifth Avenue, 18th Floor
New York, NY 10022
Facsimile No. [REDACTED]
Email: [REDACTED]

All notices and other communications to Epstein shall be addressed to such Party at the following address:

Mr. Jeffrey Epstein
6100 Red Hook Quarter, B3
St. Thomas, USVI 00802
Facsimile No.: [REDACTED]

with a copy to (which shall not constitute notice to Epstein):

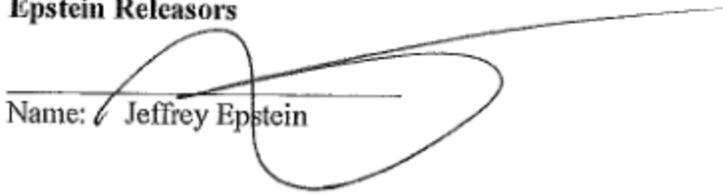
Darren K. Indyke, Esq.
Darren K. Indyke, PLLC
301 East 66th Street, 10B
New York, NY 10065
Facsimile No.: [REDACTED]
Email: [REDACTED]

Any Party may designate another addressee or change its address for notices and other communications hereunder by a notice given to the other Parties in the manner provided in this Section 17.

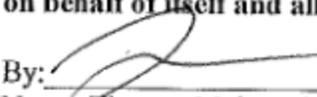
[Signature Pages to Follow]

By signing below, this Agreement will become a legal and binding agreement among the parties hereto effective as of the date hereinabove written.

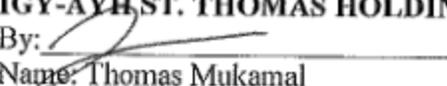
**JEFFREY EPSTEIN, on behalf of himself and all
Epstein Releasors**

Name:  Jeffrey Epstein

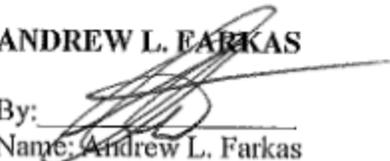
**ISLAND GLOBAL YACHTING FACILITIES LTD.,
on behalf of itself and all AYH Releasors**

By: 
Name: Thomas Mukamal
Title: President

IGY-AYH ST. THOMAS HOLDINGS, LLC

By: 
Name: Thomas Mukamal
Title: President

ANDREW L. FARKAS

By: 
Name: Andrew L. Farkas

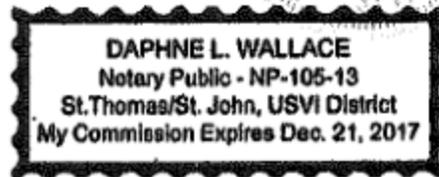
ACKNOWLEDGMENTS

For: JEFFREY EPSTEIN

)
) ss.:
)

On the 4th day of May in the year 2014 before me, the undersigned, personally appeared JEFFREY EPSTEIN, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his individual capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

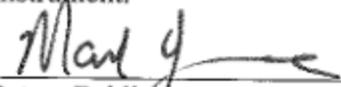
Daphne Wallace
Notary Public



For: **ISLAND GLOBAL YACHTING FACILITIES LTD.**

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the 15 day of May in the year 2014 before me, the undersigned, personally appeared THOMAS MUKAMAL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the President of ISLAND GLOBAL YACHTING FACILITIES LTD., and that by his signature on the instrument, ISLAND GLOBAL YACHTING FACILITIES LTD. executed the instrument.

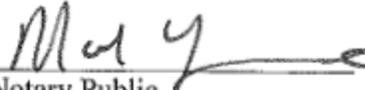

Notary Public

MARK LANDE
NOTARY PUBLIC-STATE OF NEW YORK
No. 02LA6161968
Kings County
My Commission Expires February 26, 2015

For: **IGY-AYH ST. THOMAS HOLDINGS, LLC**

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On the 15 day of May in the year 2014 before me, the undersigned, personally appeared THOMAS MUKAMAL, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the President of IGY-AYH ST. THOMAS HOLDINGS, LLC, and that by his signature on the instrument, IGY-AYH ST. THOMAS HOLDINGS, LLC executed the instrument.

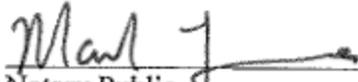

Notary Public

MARK LANDE
NOTARY PUBLIC-STATE OF NEW YORK
No. 02LA6161968
Qualified in Kings County
My Commission Expires February 26, 2015

For: **ANDREW L. FARKAS**

)
)ss.:
)

On the 15 day of May in the year 2014 before me, the undersigned, personally appeared ANDREW L. FARKAS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his individual capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

MARK LANDE
NOTARY PUBLIC-STATE OF NEW YORK
No. 02LA6161968
Qualified in Kings County
My Commission Expires February 26, 2015

