

TENANT'S CERTIFICATE

TO: BANCO POPULAR DE PUERTO RICO, its successors and assigns (collectively, "Lender")

THE UNDERSIGNED, SOUTHERN TRUST COMPANY, INC. a U.S. Virgin Islands corporation ("Tenant"), hereby certifies to the Lender as follows:

1. Tenant is the lessee under a Lease pertaining to Suites B3-3 and B3-5 located at the real property described as follows:

**Parcel Nos. 18A-1 Remainder, 18B-1 Remainder and
18B Remainder Estate Smith Bay
Nos. 1, 2, and 3 East End Quarter
St. Thomas, U.S. Virgin Islands**

(the "Property"), dated September 24, 2009 by and between IGY – AYH ST. THOMAS HOLDINGS LLC, a U.S. Virgin Islands limited liability company, as landlord ("Landlord") and FINANCIAL TRUST CO., INC., as Original Tenant, as assigned to Tenant by Assignment and Assumption of Lease dated as of March 1, 2014 (the "Assignment") as amended by First Amendment to Lease dated as of March 1, 2014 (the "First Amendment").

2. A complete and accurate copy of the Lease, Assignment and First Amendment are attached hereto as Exhibits "A", Exhibit "B" and Exhibit "C" and made a part hereof. The Lease has not been modified, changed, altered, amended or assigned in any respect except as set forth herein.

3. The Lease is currently in full force and effect and neither Landlord nor Tenant are in default in any material manner whatsoever under the Lease and no event has occurred, which with the passage of time or the giving of notice would constitute an event of default under the Lease. The Tenant is not entitled to and has made no agreements with the Landlord or its agents or representatives concerning free rent, partial rent, rebatement of rent, offset, deduction or credit against any rent, or any other type of rental abatement or concession.

4. The Lease term began on October 1, 2009 and the expiration date of the Lease is September 30, 2014 with two (2) Option Terms as provided for in Section 1.3 of the Lease. Tenant has validly exercised the First Option Term as provided in the First Amendment.

5. The fixed monthly rent is currently \$6,062.00 per month, rent is paid through _____, 201__ and no rent has been paid more than one month in advance of its due date. A security deposit of \$13,258.02 is held by Landlord. Tenant has paid no other amounts to Landlord except as follows: Common Area Charges, utilities charges, parking fees and trash fees.

6. There are no leasing commissions or similar payments due, arising out of or resulting from the Lease or Assignment. The Tenant has not sublet the leased premises to any other

person or entity and has not assigned any of its rights under the Lease.

7. Tenant acknowledges and agrees that Landlord has executed and delivered to Lender a mortgage over the Property and an assignment of all its rights, title and interest under the Lease and all other leases of units at the Property pursuant to the provisions of a First Priority Mortgage (the "Mortgage") and an Assignment of Leases, Rents and Revenues (the "BPPR Assignment"). Pursuant to the terms of the Mortgage and the Assignment, all rents to be paid by the Tenant under the Lease shall continue to be paid to the Landlord, until Lender or its successors or assigns sends written notice to the Tenant specifying that all rent shall thereafter be paid directly to the Lender, its successors or assigns or to a receiver. Tenant acknowledges that the Lease and First Amendment are and shall be subject and subordinate to the Mortgage and the Assignment and to all renewals, amendments, modifications, consolidations, replacements and extensions of the Mortgage and the Assignment.

8. Tenant agrees that, in the event of a foreclosure of the Mortgage by Lender or the acceptance of a deed in lieu of foreclosure by Lender or any other succession of Lender to fee ownership, Tenant shall attorn to and recognize Lender as its landlord under the Lease for the remainder of the term of the Lease (including all extension periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease and First Amendment, and Tenant hereby agrees to pay and perform in favor of Lender all of the obligations of Tenant under the Lease as if Lender were the original lessor under the Lease.

9. Tenant agrees that, in the event Lender succeeds to the interest of Landlord under the Lease and First Amendment, Lender shall not be:

(a) liable for any act or omission of any prior Landlord (including, without limitation, the then defaulting Landlord); or

(b) bound by any payment of rent or additional rent which Tenant might have paid for more than one (1) month in advance of the due date under the Lease to any prior Landlord (including, without limitation, the then defaulting Landlord); or

(c) bound by any obligation to make any payment to Tenant which was required to be made prior to the time Lender succeeded to any prior Landlord's interest; or

(d) bound by any termination, amendment or modification of the Lease and First Amendment made without the consent of Lender; or

(e) obligated to complete any improvements or construction on the Property or to pay or reimburse Tenant for any tenant improvement allowance or construction allowance, except as set forth in the Lease and First Amendment; or

(f) be required after a fire, casualty or condemnation of the Property to repair or rebuild the same to the extent that such repair or rebuilding requires funds in excess of the insurance or condemnation proceeds specifically allocable to the Property and arising out of such fire, casualty or condemnation which have actually been received by Lender, and then only to the extent required by the terms of the Lease and First Amendment.

10. Anything herein or in the Lease or First Amendment to the contrary notwithstanding, in the event that Lender shall acquire title to the Property, Lender shall have no obligation, nor incur any liability, beyond Lender's then interest in the Property, and Tenant shall look exclusively to such interest of Lender in the Property for the payment and discharge of any obligations imposed upon Lender hereunder or under the Lease, or otherwise, subject to the limitation of Lender's obligations otherwise provided for herein.

11. Tenant hereby agrees to give to Lender copies of all notices of Landlord default(s) under the Lease and First Amendment in the same manner as, and whenever, Tenant shall give any such notice of default to Landlord, and no such notice of default shall be deemed given to Landlord unless and until a copy of such notice shall have been so delivered to Lender. Lender shall have the right to remedy any Landlord default under the Lease and First Amendment, or to cause any default of Landlord under the Lease and First Amendment to be remedied, and for such purpose Tenant hereby grants Lender such additional period of time as may be reasonable to enable Lender to remedy, or cause to be remedied, any such default in addition to the period given to Landlord for remedying, or causing to be remedied, any such default. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Landlord under the Lease with the same force and effect as though performed by Landlord. No Landlord default under the Lease and First Amendment shall exist or shall be deemed to exist as long as Lender, in good faith, shall have commenced to cure such default within the above referenced time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure.

12. Any notice or communication hereunder shall be in writing and shall be deemed delivered on the earlier to occur of (a) receipt, or (b) the date of delivery, refusal or nondelivery indicated on the return receipt, if deposited in a United States Postal Service Depository, postage prepaid, sent certified or registered mail, return receipt requested, or if sent via a recognized commercial courier service providing for a receipt, addressed to Tenant or Lender, as the case may be, at the following addresses:

If to Tenant:

Southern Trust Company, Inc.
6100 Red Hook Quarter #2, Suite B-3
St. Thomas, U.S. Virgin Islands 00802-1348

If to Lender:

Banco Popular de Puerto Rico
P.O. Box 8580
St. Thomas, U.S. Virgin Islands 00801
Attention: Commercial Loan Department

13. The undersigned acknowledges and agrees that the Lender is relying upon the accuracy of this Certificate and that Lender is entitled to do so.

Tenant's Certificate

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14. The person signing this Certificate on behalf of the Tenant is duly authorized to sign and deliver this Certificate to the Lender.

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IN WITNESS WHEREOF, this Certificate has been duly executed by the undersigned
this ____ day of _____, 2014.

WITNESSES:

TENANT:

SOUTHERN TRUST COMPANY, INC.

By: _____
Name: _____
Title: _____

Acknowledged and agreed to by Lender:

BANCO POPULAR DE PUERTO RICO

By: _____
Name: _____
Title: _____

Acknowledged and agreed to by Landlord

The undersigned Landlord hereby certifies that the certifications contained in the foregoing
Tenant's Certificate are true and accurate as of the date hereof.

IGY – AYH ST. THOMAS HOLDINGS, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A
LEASE

EXHIBIT B
ASSIGNMENT AND ASSUMPTION OF LEASE

EXHIBIT C
THE FIRST AMENDMENT