




WARRANTY DEED

This Deed is made this February 22, 2021, between MFVI HOUSE, LLC, a U.S. Virgin Islands limited liability company ("GRANTOR") and 555 MADISON INVESTORS V, LLC, a Delaware limited liability company with a mailing address of 1000 Blackbeard's Hill, Suite 10, St. Thomas, Virgin Islands 00802 ("GRANTEE").

WITNESSETH

In consideration of the sum of Four Million Seven Hundred Thousand and 00/100 Dollars (\$4,700,000.00) and other good and valuable consideration paid by GRANTEE, the receipt of which is acknowledged, GRANTOR hereby gives, grants, sells, and conveys unto GRANTEE, its successors and assigns, in fee simple absolute, all of GRANTOR's right, title, and interest in and to the following described real property (the "Property"):

 Parcel No. 7-W Estate Nazareth
No. 1 Red Hook Quarter
St. Thomas, U.S. Virgin Islands
As shown on P.W.D No. D9-2685-T84
Consisting of 0.91 U.S. acres, more or less;

TOGETHER WITH any improvements thereon, the rights, privileges, easements, and appurtenances belonging thereto;

SUBJECT, HOWEVER, to all applicable U.S. Virgin Islands zoning regulations and ordinances; and all other covenants, restrictions, conditions, and easements of record;

TO HAVE AND TO HOLD the Property unto the said GRANTEE, its successors and assigns, in fee simple absolute, forever.

EXCEPT AS HEREINABOVE MENTIONED, GRANTOR COVENANTS that it is seized of the Property in fee simple and has good right to convey the same; that GRANTEE, its successors and assigns, shall quietly enjoy said Property; that said Property is free from encumbrances; that it will execute or procure any further necessary assurances of title to said Property; and that it will forever warrant and defend the title to said Property.

Warranty Deed
Page 2

IN WITNESS WHEREOF, the GRANTOR has duly executed this deed the day and year first above written.

WITNESSES (two required):

GRANTOR:
MFVI HOUSE, LLC

DeWane Bridges
Witness Signature:

[Signature]
By: Donald Friend
Its: Manager

DeWane Bridges
Witness's Printed Name

Paul L. Snider
Witness Signature:

Paul L. Snider
Witness's Printed Name

STATE OF KANSAS

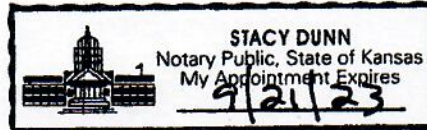
COUNTY OF JOHNSON

)
)ss:
)

On this 22 day of February 2021, before me the undersigned, personally appeared **Donald Friend** as **Manager of MFVI HOUSE, LLC** known or proven to me to be the person whose name is subscribed to the within instrument and acknowledged under oath that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Stacy Dunn
Notary Public
My Commission Expires:
Notary No.



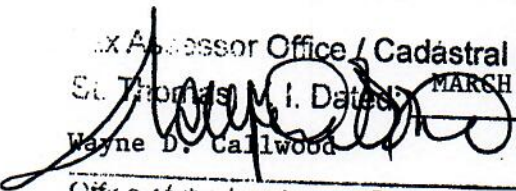
NOTED IN THE CADASTRAL RECORDS
FOR COUNTRY / TOWN PROPERTY, BOOK FOR

ESTATE NAZARETH

NO.1 RED HOOK QUARTER

ST. THOMAS, VIRGIN ISLANDS

Tax Assessor Office / Cadastral Division
St. Thomas, V.I. Dated: MARCH 3, 2021


Wayne D. Callwood

Office of the Lieutenant Governor / Public Surveyor

ATTEST:

It is hereby certified that the above mentioned
property/s which, according

to WARRANTY DEED DATED FEBRUARY 22, 2021

belongs to: 555 MADISON INVESTORS V, LLC (GRANTEE)

has not according to the Record of this office,
undergone changes as to boundaries and area.

Tax Assessor Office / Cadastral Division

St. Thomas, V.I. Dated: MARCH 3, 2021


Wayne D. Callwood

Office of the Lieutenant Governor / Public Surveyor

GOVERNMENT OF THE U.S. VIRGIN ISLANDS
BUREAU OF INTERNAL REVENUE

6115 EST. SMITH BAY-
ST. THOMAS, VI 00802
Tel: (340) 714-9320
Fax: (340) 714-9341

8/23/2023

4008 ESTATE DIAMOND - PLOT 7-B
CHRISTIANSTED, VI 00820
Tel: (340) 773-1040
Fax: (340) 773-1006

555 MADISON INVESTORS V LLC
9500 WHESTLEY CEN II
SUITE 2 PMB 110
ST THOMAS, VI 00802-0000

RECEIVED
SEP 07 2023
DPNR
VICZM PROGRAM

Business EIN: 862225499
RE: CZM

Please Submit This Letter To Your CZM Authority

Dear Taxpayer:

This is in response to your application of 8/10/2023 in which you requested a letter of clearance for a Costal Zone Management Permit pursuant to Title 12, V. I. Code, Section 910 (a) (c).

Based on the information in our files, we find that you are current in the filing and payment of your tax obligation. This Certification is for Costal Zone Permit purposes only and does not absolve you of any subsequent revelation of tax obligation past or future.

Sincerely,

A. Hubert

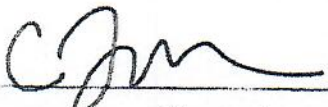
Delinquent Accounts & Returns

GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES
DEPARTMENT OF PLANNING AND NATURAL RESOURCES
DEVELOPMENT PERMIT APPLICATION

FORM L&WD-7
CORPORATION/ASSOCIATION APPLICATION
(To be used when a corporation or association is making a Permit Application in Tier 1)

555 Madison Investors V, LLC

(Corporation or Association Name)

By: 
(Signature)
President or Vice-President or equivalent

PRESIDENT
Title Position (Print)

CRISTINA ZUBILLAGA
Print

WITNESS:

ATTEST: _____
Secretary (or equivalent) Signature

_____ Secretary (or equivalent) Print

Seal

On this 10th day of August, 2023, before me the undersigned officer, personally appeared _____
Cristina Zubillaga, who acknowledges himself to be the President
of 555 Madison Investors V, LLC; that he executed the foregoing instrument in the capacity above and has the
authority to execute this application on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year above written



CHRISTOPHER R CONERS
NOTARY PUBLIC-STATE OF NEW YORK
No. 01C06437790
Qualified in New York County
My Commission Expires 08-01-2026

Include Supporting Documents:

1. Compliance with Act No. 5270 by providing:
 - (a) Tax clearance letter from the Bureau of Internal Revenue
 - (b) Property tax clearance letter from the Lieutenant Governor's Office.
 - (c) Corporations and Associations Certificate of Good Standing or equivalent, organizational documents & Amendments (Articles, Bylaws, Operating Agreement, Declarations)
 - (d) Corporate Resolution (or equivalent) authorizing action on behalf of the company.

J-W
Water

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF FORMATION OF "555 MADISON INVESTORS V, LLC", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF FEBRUARY, A.D. 2021, AT 6:56 O`CLOCK P.M.

RECEIVED
SEP 07 2023
DPNR
VICZM PROGRAM




Jeffrey W. Bullock, Secretary of State

5208922 8100
SR# 20210572591

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 202570352
Date: 02-23-21

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:56 PM 02/22/2021
FILED 06:56 PM 02/22/2021
SR 20210572591 - File Number 5208922

CERTIFICATE OF FORMATION

OF

555 MADISON INVESTORS V, LLC

RECEIVED
SEP 07 2023
DPNR
VICZM PROGRAM

FIRST: The name of the limited liability company is:

555 MADISON INVESTORS V, LLC

SECOND: The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of 555 Madison Investors V, LLC this 22nd day of February, 2021.

555 MADISON INVESTORS V, LLC

By: /s/ Nathaniel Schwarz
Name: Nathaniel Schwarz
Title: Organizer

**CONSENT
OF THE MANAGER
OF
555 MADISON INVESTORS V, LLC**

The undersigned, being the Manager of 555 MADISON INVESTORS V, LLC (the "Company"), a Delaware limited liability company, hereby adopts, consents to and ratifies the following actions and resolutions:

1. Cristina Zubillaga is hereby appointed as President of the Company, to act until her resignation or her removal by the Manager or Member of the Company.

2. The above-named President is hereby authorized to execute, deliver and file, in the name of and on behalf of the Company, any and all documents, agreements, certificates, receipts, instruments, forms, letters, or similar documents appropriate to the conduct of the business of the Company or which the Manager so directs her to execute, deliver and/or file, including making representations as to the scope of his authority so that third parties may rely on his representations as to the exercise of the foregoing powers.

IN WITNESS WHEREOF, the undersigned has executed this Written Consent on this 27th day of April, 2021.



Authorized Agent

**OPERATING AGREEMENT OF
555 MADISON INVESTORS V, LLC**

**OPERATING AGREEMENT OF
555 MADISON INVESTORS V, LLC**

This Operating Agreement (this "Agreement") of 555 Madison Investors V, LLC (the "Company"), effective as set forth below, is entered into by Lawrence E. Golub, as the sole initial member of the Company (the "Member"), and Michael E. McDonald, as the initial manager of the Company ("the Manager").

The Member hereby forms a limited liability company pursuant to and in accordance with the Act and hereby sets forth the rights, duties and obligations with respect to the Company.

ARTICLE 1

Definitions

The following capitalized terms used in this Agreement shall have the respective meanings ascribed to them below.

"Act" means the Delaware Limited Liability Company Law, as amended from time to time and any successor thereto.

"Affiliate" means, with respect to any Person, any Person that controls, is controlled by or is under common control with such Person.

"Agreement" means this Operating Agreement, as it may be amended, supplemented or restated from time to time.

"Business Day" means a day other than Saturday, Sunday or any other day on which the New York Stock Exchange is closed.

"Capital Account" has the meaning set forth in Section 3.01.

"Capital Contribution" means, with respect to the Member, the aggregate amount of cash or the Gross Asset Value of other property contributed to the capital of the Company by the Member pursuant to Section 3.04 (net of any liabilities assumed by the Company in connection therewith). Unless otherwise provided herein, in the case of a Member that acquires an interest in the Company by Transfer directly from another Member in accordance with this Agreement, such Member shall be deemed to have made the Capital Contributions made by the Transferor of such interest (or made by such Transferor's predecessor in interest with respect to such interest).

"Certificate" means the Certificate of Formation creating the Company, as it may be amended, supplemented or restated from time to time, in accordance with the Act.

"Code" means the United States Internal Revenue Code of 1986, as amended from time to time.

"Company" means the limited liability company formed hereby.

“Covered Person” means any employee or officer of the Company, a Member or the Manager.

“Gross Asset Value” means, with respect to any asset, such asset’s adjusted basis for United States federal income tax purposes, except as follows:

(a) the Gross Asset Value of all Company assets shall be adjusted to equal their respective gross fair market values, as determined by the Manager, upon the liquidation of the Company within the meaning of Treasury Regulation Section 1.704-1(b)(2)(ii)(g) and may be otherwise adjusted by the Manager, in its discretion, as required for purposes of maintaining Capital Accounts under relevant Treasury Regulations; and

(b) the Gross Asset Value of any Company asset (other than cash) distributed in kind to any Member shall be adjusted to equal the gross fair market value of such asset on the date of distribution, as determined by the Manager.

“Interest” means a Member’s entire interest in the Company, including a Member’s Capital Account and the allocation of Profit and Loss to which such Member is entitled.

“Liquidating Agent” means such Person or Persons appointed by the Manager, who shall liquidate in accordance with the terms of Article 7 the assets of the Company, apply and distribute the proceeds thereof and cause the cancellation of the Certificate.

“Manager” shall mean Michael E. McDonald, as the manager of the Company within the meaning of the Act, or any Person replacing him as manager as set forth herein.

“Member” means any Person admitted as a member of the Company, and any Person admitted as a Substitute Member pursuant to Section 6.02, in such Person’s capacity as a member of the Company.

“Person” means any individual, corporation, association, partnership (general or limited), joint venture, trust, estate, limited liability company, or other legal entity or organization.

“Profit and Loss” means, as to any transaction or fiscal period, items of taxable income and taxable gain minus items of tax loss and tax deduction of the Company for United States federal income tax purposes, with the following adjustments:

(a) Any tax-exempt income or gain of the Company that is not otherwise taken into account in computing Profits and Losses shall increase the amount of such taxable income or decrease the amount of such loss;

(b) Any expenditures of the Company described in Code Section 705(a)(2)(B) (or treated as such) and not otherwise taken into account in computing Profits and Losses shall decrease the amount of such taxable income or increase the amount of such loss; and

(c) In the event the Gross Asset Value of any Company asset is adjusted, (i) the amount of such adjustment shall be taken into account in the same manner as gain or loss from the disposition of such asset for purposes of computing Profits and Losses and (ii) gain or

loss resulting from any disposition of such asset with respect to which gain or loss is recognized for United States federal income tax purposes, and cost recovery or similar deductions, shall be computed by reference to the Gross Asset Value of such asset.

“Securities” has the meaning set forth in Section 2.04.

“Substitute Member” has the meaning set forth in Section 6.02.

“Transfer” means the sale, assignment or other transfer (including by pledge, hypothecation or other encumbrance), voluntarily or by operation of law, of all or any part of an Interest of a Member and, as a verb, shall mean to sell, to assign or otherwise to transfer all or any part of an Interest of a Member.

“Transferee” means the purchaser, assignee, transferee or other recipient of all or any part of an Interest of a Member.

“Transferor” means a Member that sells, assigns or otherwise transfers all or any part of its Interest in the Company.

“Treasury Regulations” means the United States income tax regulations, including temporary regulations, promulgated under the Code; as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

ARTICLE 2

General

2.01 Name of the Company. The name of the Company is “555 Madison Investors V, LLC.” The name of the Company may be changed at any time or from time to time by the Manager.

2.02 Place of Business, Registered Office and Registered Agent.

(a) The Company’s principal place of business shall be such place or places as the Manager may designate.

(b) The Company’s registered agent and office shall be Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801. At any time, the Manager may designate another registered agent or registered office.

2.03 Organization. The Manager shall make, file and record with the appropriate public authorities the Certificate, any amendments thereto and such other instruments and documents as may be required or appropriate in connection with the business and affairs of the Company or to preserve the limited liability of a Member in any jurisdiction in which the Company may transact business. To the greatest extent permitted by applicable law, the Manager and the Company shall not be required to deliver or mail to any Member any copy of any such instrument or document.

2.04 Purposes. The purposes of the Company shall be as follows:

(a) to directly or indirectly hold interests in investment funds or entities that manage or control investment funds investing, directly or indirectly, in business organizations through the purchase, sale, investment and trade of investments of every kind, including, without limitation, capital stock, membership interests in limited liability companies, limited partner interests, bonds, notes, debentures, trust receipts, and other obligations, instruments or evidence of indebtedness, derivative securities, as well as any rights and options with respect thereto and hybrids thereof (all such items being herein collectively called "Securities");

(b) to invest and trade, on margin or otherwise, in securities, to sell securities short and cover such sales, to engage in hedging strategies, and otherwise to hold, sell and deal in securities;

(c) to make and perform all contracts and engage in all activities and transactions necessary or advisable to carry out the purposes of the Company, including, without limitation, to purchase, sell, transfer, pledge and exercise all rights, privileges and incidents of ownership or possession with respect to the Company's Securities and properties; and to guarantee the obligations of any corporation, trust, partnership or other business organization in which the Company may have or be making an Investment; and

(d) otherwise to have all the powers available to it as a limited liability company under the Act.

2.05 Powers. The Company shall have the power and authority to take all actions necessary, appropriate, proper, advisable, incidental or convenient to, or for the furtherance of the purposes set forth in Section 2.04, including the power:

(a) to conduct its business, carry on its operations and have and exercise the powers granted to a limited liability company by the Act;

(b) to maintain accounts with brokers;

(c) to open, maintain and close bank accounts and draw checks or other orders for the payment of moneys;

(d) to buy, sell, receive, receipt for and otherwise dispose of and deal in all Securities, checks, moneys and other personal property of the Company, to engage in short sales and like hedging transactions, and to enter into agreements in connection therewith;

(e) to hold Securities in the name of the Company, in the name of a nominee or in street name;

(f) to hire and dismiss employees, consultants and contractors;

(g) to enter into agreements relating to the operation of the Company, including agreements with Affiliates of any Member; provided, however, that any agreements

with Affiliates of the Manager shall be on terms no less favorable to the Company than those which could reasonably be obtained from unaffiliated parties in an arms-length transaction;

- (h) to hire and dismiss the accountants for the Company;
- (i) to hire and dismiss legal counsel for the Company;
- (j) to do any and all acts required of the Company with respect to its investment in any Person;
- (k) to procure letters of credit or guarantees of the Company's obligations which may be required in connection with investments by the Company;
- (l) to lend money;
- (m) to acquire, hold and dispose of bonds, debentures, notes, acceptances and any other debt instruments;
- (n) to borrow money and otherwise incur indebtedness, and to grant security interests in the assets of the Company as collateral therefor;
- (o) to maintain one or more offices and in connection therewith rent or acquire office space and do such other acts as may be advisable in connection with the maintenance of such offices;
- (p) to designate one or more employees or agents of the Manager to execute documents and instruments in the name of the Company and to guarantee the signatures of others to such documents and instruments, with the same effect as if the name of the Company had been signed under like circumstances by the Manager;
- (q) to adopt and authorize the use of a mechanically reproduced facsimile signature of the Company in connection with documents or instruments filed in the name of the Company;
- (r) to invest in Securities or other assets together with one or more third parties through a joint venture, corporation, association or other entity;
- (s) to indemnify any Person to the extent permitted by the Act;
- (t) to make, execute, acknowledge and file all documents and instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company; and
- (u) to cease its activities and cancel the Certificate.

2.06 Additional Powers. In addition to the powers of the Company enumerated in Section 2.05, the Company shall have the power to form, and to be an owner of investment vehicles (whether in the form of, or subsequently changing its form to, a limited partnership, limited liability company, corporation or any other form of entity) or Persons that manage

investment vehicles. The Company shall enter into such agreements and understandings with respect to such investment vehicles or management companies as the Manager may, in its discretion, determine to be advisable. The Manager, in the name of and on behalf of the Company, shall have all power and authority to do all things which, in its sole discretion, it deems necessary, appropriate or advisable with respect to any such investment vehicle or management company, including, without limitation, to buy, sell or otherwise dispose of and deal in all respects in Securities which represent the Company's interest therein.

2.07 Members. The sole initial member of the Company is the Member. Additional or substitute Members may be admitted only in accordance with Article 6.

ARTICLE 3

Capital Accounts; Allocations; Distributions

3.01 Capital Accounts. A capital account shall be maintained for each Member (a "Capital Account"), which shall be increased by the amount of any Capital Contributions by the Member, increased or decreased by Profit and Loss allocated to the Member, and decreased by the cash and fair market value of property other than cash withdrawn by the Member or distributed to the Member, and in all events maintained in accordance with applicable provisions of the Code and Treasury Regulations.

3.02 Allocation of Profits and Losses. The Profits and Losses of the Company shall be allocated to the Member.

3.03 Distributions. The Company may make distributions to the Member at such times as the Manager deems appropriate. No distribution shall be made which, after giving effect to the distribution, would result in all liabilities of the Company exceeding the fair value of the assets of the Company in violation of the Act.

3.04 Capital Contributions. The Member is making an initial Capital Contribution of its interests in certain Persons, as set forth in an Assignment of Interest of same date herewith. The value of such Capital Contribution shall be as agreed by the Manager and the Member and reflected in the books and records of the Company. A Member may make additional Capital Contributions to the Company at any time with the consent of the Manager.

3.05 Withdrawals of Capital. A Member may withdraw capital only with the consent of the Manager.

ARTICLE 4

Certain Accounting Matters

4.01 Method of Accounting Elections. At all times during its continuance and until its complete liquidation, the Company shall keep proper and complete books of account (a) in accordance with the Code for tax purposes and (b) in accordance with generally accepted accounting principles, consistently applied, for financial accounting purposes, and shall include

separate Capital Accounts for each Member. The Manager shall make all tax elections in a manner it believes is consistent with the best interests of the Company.

4.02 Fiscal Year. The fiscal year of the Company for tax and financial accounting purposes shall be the calendar year.

ARTICLE 5

Management

5.01 Designation of Manager. The Member hereby designates the Manager to be the Manager of the Company, and the Manager hereby accepts such designation and agrees to be bound by the terms and conditions of this Agreement that relate to the Manager.

5.02 Manager as Agent. The Manager is an agent of the Company, and the actions of the Manager shall bind the Company.

5.03 Powers of the Manager. The management and operation of the Company and its business and affairs shall be, and hereby is, vested solely in the Manager. If more than one individual is designated as Manager, each individual has all powers of the Manager individually. Except as otherwise expressly provided herein, the Manager shall have the power and authority, in the name and on behalf of the Company, to do all things which, in its sole discretion, it deems necessary, advisable, or appropriate to carry out and implement all the purposes and powers of the Company.

5.04 Conduct of Manager.

(a) In carrying out its duties hereunder, the Manager may hire consultants and other independent contractors to assist it in providing services to the Company.

(b) The fact that the Manager or any of its Affiliates is directly or indirectly interested in or connected with any Person acting as an agent of the Company or employed by the Company to render or perform a service shall not prohibit the Manager or the Company from employing such Person or from reimbursing such Person for expenses incurred and fees paid on behalf of the Company or from dealing with such Person upon terms and conditions no less favorable to the Company than those that could be obtained from an unrelated third party.

(c) The Manager shall devote so much of its time to the affairs of the Company as in its judgment is reasonably necessary and proper to further the purpose of the Company. The Manager and its Affiliates may engage independently or possess interests in other business ventures of every nature and description. Neither the Company nor any Member shall have any rights in and to such independent ventures or the income or profits derived there from. Neither the Manager nor its Affiliates are required to present any investments made for their own account to the Company or any Member for consideration.

5.05 Manager as a Member. The Manager may also be a Member and, in addition to its rights, benefits, and obligations as Manager, it shall separately have all rights, benefits, and obligations of a Member.

5.06 Resignation or Removal of Manager. Notwithstanding any other provision of this Agreement, the Manager shall have the right, upon prior written notice to all Members, to resign as Manager. The Manager may be removed by a majority in interest of the Members. In the event of a resignation or removal of a Manager, a majority in interest of the Members shall designate a Person to serve as substitute Manager.

5.07 Reimbursement. The Company shall reimburse the Manager and its Affiliates for all out-of-pocket expenses reasonably incurred by them on behalf of the Company. Such reimbursement shall be treated as an expense of the Company and shall not be deemed to constitute a distribution or fee to the Manager.

5.08 No Personal Liability. Neither the Manager nor any Affiliate of the Manager nor any Person related to the Manager shall have any personal liability for the repayment of the positive balance in the Capital Account of a Member, including its Capital Contribution. To the greatest extent permitted by applicable law, neither the Manager nor any Affiliate of the Manager nor any other Person related to the Manager, shall be liable to a Member by reason of any federal or other income tax laws or the interpretations thereof as they apply to the Company and the Member, or any changes thereto.

5.09 Exculpation. Notwithstanding any other provision of this Agreement to the contrary and to the fullest extent permitted by law, no Covered Person shall be liable, responsible or accountable in damages or otherwise to the Company or to any Member for any loss or damage incurred by reason of any act or omission performed or omitted by the Covered Person on behalf of the Company.

5.10 Indemnification. To the fullest extent permitted by law, the Company, out of its assets and not out of the assets of the Member, shall indemnify and hold harmless any Covered Person that was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (including any action by or in the right of the Company), by reason of any acts or omissions or alleged acts or omissions arising out of his respective activities on behalf of the Company, against losses, damages or expenses for which the Covered Person has not otherwise been reimbursed (including attorneys' fees, judgments, fines and amounts paid in settlement) incurred by the Covered Person in connection with such action, suit or proceeding, provided that the satisfaction of any indemnification and any holding harmless shall be from and limited to Company assets and no Member of the Company shall have any personal liability on account thereof. In furtherance of and not in limitation of the foregoing, the Company shall advance expenses, including attorneys' fees, incurred by a Covered Person in defending any civil, criminal, administrative or investigative action, suit or proceeding in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Covered Person to repay such advances if it shall be ultimately determined that he is not entitled to be indemnified by the Company.

5.11 Reliance by Third Parties. All third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of the Manager.

ARTICLE 6

Transfers of Interests

6.01 Restrictions on Transfers of Interests. A Member may not Transfer all or any part of its Interest in the Company without the prior written consent of the Manager; provided, however, that a Member may Transfer all or any part of its Interest to an Affiliate of the Member without the consent of the Manager.

6.02 Substitute Members.

(a) Any Transferee of an Interest (whether pursuant to a voluntary or involuntary Transfer) shall be admitted to the Company as a "Substitute Member" only with the approval of the Manager; provided that a Transferee that is an Affiliate of the Transferor shall be admitted as a Substitute Member with the approval of the Transferor.

(b) Until a Transferee shall have been admitted to the Company as a Substitute Member pursuant to this Section 6.02, such Transferee shall be entitled to all of the rights of an assignee of an interest under applicable law.

6.03 Additional Members. Except as provided by Section 6.02, additional Members may be admitted to the Company only with the approval of the Manager and all Members. All other terms respecting such Person's admission to the Company shall be determined by the Manager with the approval of all Members.

ARTICLE 7

Term; Dissolution and Liquidation

7.01 Events Causing Dissolution. The Company shall be dissolved and its affairs wound up upon the earlier to occur of the following:

(a) the election to dissolve the Company made in writing by a majority in interest of the Members; or

(b) the entry of a decree of judicial dissolution under the Act.

7.02 Procedures on Dissolution. Dissolution of the Company shall be effective on the day on which assets of the Company have been applied as provided herein and the Certificate has been canceled in the manner required by the Act. Promptly after dissolution, the Liquidating Agent shall liquidate the assets of the Company and apply and distribute the proceeds thereof as provided in Section 7.03 below.

7.03 Liquidation Following Dissolution.

(a) Upon the dissolution of the Company, except as otherwise provided herein or by applicable law, no further business shall be done in the Company name except for the completion of any transactions in process and the taking of such action as shall be necessary for

the performance and discharge of the obligations of the Company, the winding up and liquidation of its affairs and the distribution of its assets.

(b) The Liquidating Agent shall wind up the affairs of the Company and Liquidate its assets as promptly as the Liquidating Agent deems consistent with obtaining the fair market value thereof. The Liquidating Agent may distribute the Company assets which it determines may legally be distributed in kind and the sale of which would not be consistent with obtaining the fair value thereof.

(c) Subject to applicable law with respect to the rights of creditors of the Company, the cash proceeds of liquidation and then any assets to be distributed in kind (with each class of securities of any issuer being considered a different asset, and each portion of any class of assets with a different tax basis for federal income tax purposes being considered a different asset) shall be applied pro rata in the following order.

(i) to the discharge, to the extent required by any lender or creditor (including any Member that is a creditor), of debts and obligations of the Company in the order of Priority provided by law, but excluding sums listed in subsequent clauses of this Article 7;

(ii) to fund reserves for contingent or unforeseen liabilities of the Company, to the extent deemed reasonable by the Liquidating Agent;

(iii) to the Member.

(d) In the event that assets other than cash are distributed such assets shall be valued at their fair market value as determined by the Manager.

ARTICLE 8

General Provisions

8.01 Notices. All notices under this Agreement shall be effective (a) on the third Business Day after being sent by registered or certified mail, return receipt requested, postage prepaid; (b) on the first Business Day after being sent by express mail, or commercial overnight delivery service, providing a receipt for delivery; (c) on the date of hand delivery or delivery by receipt-confirmed telecopier; or (d) on the date actually received, if sent by any other method.

8.02 Binding Provisions. Subject to the restrictions on Transfers set forth herein, the covenants and agreements contained herein shall be binding upon, and inure to the benefit of the parties hereto and all Persons who hereafter become Members in accordance with this Agreement, and their respective heirs, legal representatives, successors and permitted assigns. This Agreement shall not create any rights for the benefit of any third party except that Sections 5.09 and 5.10 shall inure to the benefit of Covered Persons.

8.03 Applicable Law. This Agreement shall be governed by, and construed and enforced in accordance with the substantive laws of the State of Delaware, notwithstanding its principles of conflicts of laws.

8.04 Severability of Provisions. Each provision of this Agreement shall be considered severable. In the event that any of the provisions of this Agreement shall be or become or is declared to be illegal or unenforceable by any court or other authority of competent jurisdiction, such provisions shall be null and void and shall be deemed deleted from this Agreement, and all the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law.

8.05 Section Titles. Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

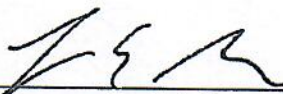
8.06 Amendments. Except as otherwise provided by this Agreement, this Agreement may be amended or modified only in writing signed a majority in interest of the Members.

8.07 Waivers. The operation or effect of any provision of this Agreement may be waived only in accordance with this Section 8.07. The Manager may by written consent waive, either prospectively or retrospectively and either for a specified period of time or indefinitely, the operation or effect of any provision of this Agreement.

8.08 Entire Agreement. This Agreement embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof memorializes in writing and supersedes all prior non-written and written agreements and understandings between or among them relating to such subject matter, and is effective as of the date on which the Certificate was filed with the Act.

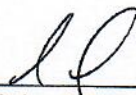
IN WITNESS WHEREOF, the undersigned hereby executes this Limited Liability Company Agreement as of February 22, 2021.

INITIAL MEMBER:



Lawrence E. Golub

MANAGER:



Michael E. McDonald

Delaware

Page 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "555 MADISON INVESTORS V, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-FIRST DAY OF AUGUST, A.D. 2023.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



5208922 8300

SR# 20233298612

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 204005931

Date: 08-21-23

GOVERNMENT OF THE U.S. VIRGIN ISLANDS
BUREAU OF INTERNAL REVENUE

6115 EST. SMITH BAY-
ST. THOMAS, VI 00802
Tel: (340) 714-9320
Fax: (340) 714-9341

1/19/2022

4008 ESTATE DIAMOND - PLOT 7-B
CHRISTIANSTED, VI 00820
Tel: (340) 773-1040
Fax: (340) 773-1006

555 MADISON INVESTORS V LLC
9053 ESTATE THOMAS
SUITE 101
ST THOMAS, VI 00802-0000

Business EIN: 862225499
RE: CZM ONLY

Please Submit This Letter To Your CZM Authority

Dear Taxpayer:

This is in response to your application of 1/05/2022 in which you requested a letter of clearance for a Coastal Zone Management Permit pursuant to Title 12, V. I. Code, Section 910 (a) (c).

Based on the information in our files, we find that you are current in the filing and payment of your tax obligation. This Certification is for Coastal Zone Permit purposes only and does not absolve you of any subsequent revelation of tax obligation past or future.

Sincerely,


Delinquent Accounts & Returns

RECEIVED

NOV 25 2023



**OFFICE OF THE LIEUTENANT GOVERNOR
DIVISION OF THE TAX COLLECTOR**

5049 Kogens Gade · Charlotte Amalie, Virgin Islands 00802 · 340.774.2991 · Fax 340.779.7825

1105 King Street · Christiansted, Virgin Islands 00820 · 340.773.6449 · Fax 340.719.2355

REAL PROPERTY TAX CLEARANCE CERTIFICATE

TO ALL WHOM THESE PRESENTS SHALL COME

In accordance with 28 V.I.C. §121, as amended, I hereby certify that there are no outstanding Real Property Tax obligations for the following parcel:

PARCEL NUMBER	1-07804-0203-00
CERT NUMBER	2022-77999506
LEGAL DESCRIPTION	7-W ESTATE NAZARETH
OWNER'S NAME	555 MADISON INVESTORS V LLC

Taxes have been researched up to and including 2022.

CERTIFIED TRUE AND CORRECT BY

Brent A. Leerdam
Real Property Tax Collector

A handwritten signature in blue ink, appearing to read "B.A.L.", enclosed in a blue oval.



SIGNATURE

11/18/2022

DATE



**Government of
The United States Virgin Islands**

-O-

*Office of the Lieutenant Governor
Division of Corporations & Trademarks*

CERTIFICATE OF GOOD STANDING

To Whom These Presents Shall Come:

I, the undersigned Lieutenant Governor the United States Virgin Islands, do hereby certify that 555 **MADISON INVESTORS V, LLC** has filed in the Office of the Lieutenant Governor the requisite annual reports and statements as required by the Virgin Islands Code, and the Rules and Regulations of this Office. In addition, the aforementioned entity has paid all applicable taxes and fees to date, and has a legal existence not having been cancelled or dissolved as far as the records of my office show.

Wherefore, the aforementioned entity is duly formed under the laws of the Virgin Islands of the United States, is duly authorized to transact business, and, is hereby declared to be in good standing as witnessed by my seal below. This certificate is valid through June 30th, 2022.

Entity Type: Foreign Limited Liability Company

Entity Status: In Good Standing

Registration Date: 07/07/2021

Jurisdiction: Delaware, United States

Witness my hand and the seal of the Government of the United States Virgin Islands, on this 3rd day of January, 2022.



A handwritten signature in blue ink that reads "Tregenza A. Roach".

**Tregenza A. Roach
Lieutenant Governor
United States Virgin Islands**