

THIRD AMENDMENT TO COMMERCIAL SUBLEASE

This Third Amendment ("Third Amendment") to a certain Commercial Sublease by and between INTERNATIONAL CAPITAL AND MANAGEMENT COMPANY, LLC, a Virgin Islands limited liability company (the "Landlord"), and the VIRGIN ISLANDS HOUSING FINANCE AUTHORITY, an autonomous instrumentality of the Government of the United States Virgin Islands (the "Tenant"), to wit:

WHEREAS, the parties entered into a certain Commercial Sublease dated February 1, 2020 (the "original Lease"), providing Tenant with a tenancy in approximately 5,613 square feet of commercial office space on the second floor of Landlord's three-story commercial office building known as Beltjen II, located at 31ab Estate Tarnebjerg, St. Thomas, Virgin Islands (the "Premises"); and

WHEREAS, the original Lease was modified by a certain First Amendment dated February 1, 2020 (the "First Amendment"), which redefined the Basic Term of the original Lease to extend from March 1, 2020 to February 28, 2022; and

WHEREAS, pursuant to the original Lease and First Amendment, the tenancy at the Premises will terminate on February 28, 2022; and

WHEREAS via letter dated September 1, 2021, VIHFA advised the Landlord of its intent to exercise its first option for a renewal term, contained in the original Lease, to renew the tenancy for an additional two-year term.

NOW THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is mutually acknowledged, the parties agree as follows:

1. Paragraph 2 of the original Lease is deleted, and the following language inserted in lieu thereof:

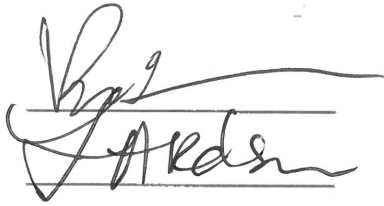
TERM: The Basic Term hereof shall be four (4) years following the Commencement Date, which is defined herein as March 1, 2020 and terminating February 28, 2024, unless sooner terminated or surrendered as provided in this Lease. This Lease is renewable for one (1) additional option term of two years duration, upon the same terms and conditions contained herein, provided that Tenant provides Landlord with written notice of its desire to exercise the option term at least six (6) months preceding the termination date of the existing Basic Term, and that Tenant is not then nor at any time during its tenancy been in default of this Lease, in which event Landlord may refuse to enter into the option term. The Basic Term and any option terms are collectively referred to herein as the "Term."

2. The First Amendment is deleted, and of no further force or effect.

3. To the extent not modified herein, all remaining terms of the original Lease shall remain in full force and effect.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Landlord and Tenant have caused this Amendment to be signed and sealed as of the Effective Date first above written.

WITNESSES:




International Capital and Management Company,
LLC ("Landlord")

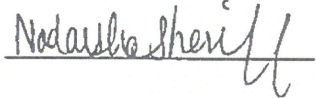
By: 

David Browne

Date: 2/8/2022

WITNESSES:





Virgin Islands Housing Finance Authority
("Tenant")

By: 

Daryl Griffith, Executive Director