

LEASE AGREEMENT

GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PLANNING AND NATURAL RESOURCES

And

GOTTLIEB'S QUICKWAY SERVICE CENTER, INC.

**PREMISES: PARCEL No. 3 CROWN BAY FILL, ST. THOMAS,
VIRGIN ISLANDS, consisting of 17,711 ft².**

TABLE OF CONTENTS

Article 1		
1.01	Premises	04
1.02	Use	04
Article 2		
2.01	Term	04
2.02	Options	04
2.03	Failure to give Possession	05
2.04	Holding Over	05
Article 3		
3.01	Initial Rent	05
3.02	Readjustment of Rents	05
3.03	Late Payment Charges	06
3.04	Unpaid Rent, Fees and Charges	06
Article 4		
4.01	Improvements	07
4.02	Title to Permanent Improvements	07
4.03	Location and Improvements	07
4.04	Real Property Tax	07
4.05	Repairs by Lessee	07
4.06	Failure of Lessee to Repair	08
4.07	Excavation and Sorting	08
Article 5		
5.01	Mechanics Lien	08
Article 6		
6.01	Liability Insurance	09
6.02	Indemnity	09
6.03	Non-Liability	09
6.04	Fire and Extended coverage by Lessee	09
Article 7		
7.01	Access to Premises	10
7.02	Easement for Pipes and Water Storage Tank Facility	10
Article 8		
8.01	Notice of Condemnation	10
8.02	Rights of Lessor and Lessee	10
8.03	Taking of leasehold	11

TABLE OF CONTENTS (continued)

8.04	Total Taking	11
8.05	Partial Taking	11
Article 9		
9.01	Cancellation	11
9.02	Termination	12
9.03	Repossessing and Reletting	12
9.04	Assignment and Transfer	13
9.05	Subleasing	13
Article 10		
10.01	Notices	14
10.02	Non-Discrimination	14
10.03	Officials Not To Benefit	14
10.04	Agreement made in the Virgin Islands	14
10.05	Counterparts	14
10.06	Cumulative Rights and Remedies	14
10.07	Interpretation	14
10.08	Agreement Made in Writing	14
10.09	Paragraph Headings	14
10.10	Invalidity or Illegality of Provisions	14
10.11	Successors and Assigns	15
10.12	Broker	15
10.13	Approvals Required	15
Article 11		
11.01	Conflict of Interest	15
11.02	Rights of Holder of Leasehold Mortgage	16
11.03	Compliance with Laws	16
11.03	Waiver	16
11.04	Enforcement of Lease Terms	17
Acknowledgement		17

DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL
2015 NOV -3 11:41 AM

LEASE AGREEMENT

THIS LEASE made this _____ day of _____, 2014, by and between the GOVERNMENT OF THE VIRGIN ISLANDS, acting through its Commissioner of PLANNING AND NATURAL RESOURCES, hereinafter "Lessor" and **GOTTLIEB'S QUICKWAY SERVICE CENTER, INC.**, whose mailing address is, No. 2-3 Contant, St. Thomas, VI 00802.

WITNESSETH:

In consideration of the mutual covenants and agreements herein set forth it is hereby agreed:

ARTICLE I

PREMISES AND USE

1.01 Premises: The Lessor hereby leases to the Lessee and the Lessee hires and takes from the Lessor all of that certain parcel known as, **PARCEL NO. 3 CROWN BAY FILL**, consisting of 17, 711 ft², St. Thomas, Virgin Islands, which is zoned as C-1 for Commercial. The aforesaid property is shown on Public Works O.L.G. Drawing No. D9-2247-T82 dated September 16, 1981, a copy of which is attached and made a part hereof.

1.02 Use: The Lessee shall use the hereby leased premises for the purpose of operating a gasoline service station and retail center.

ARTICLE II

TERM

2.01 Term: The term of this Lease shall be for a period of twenty (20) years commencing on the first day of the month following approval by the Governor and the Legislature of the Virgin Islands.

2.02 Options: If Lessee is not in default in the performance of any material condition of this Lease, Lessee shall have the option to renew this lease within ninety (90) days before its expiration. In the case of any default which cannot be cured

prior to the expiration of the initial term, Lessee may still exercise the options to renew if at such time it is with reasonable diligence proceeding to cure such default.

2.03 Failure to Give Possession: The Lessor shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that the demised premises are not ready for occupancy, or due to a prior Lessee wrongfully holding over or any other person wrongfully in possession if for any other reason; in such event the rent shall not commence until possession is given or is available, but the term herein granted shall not be extended.

2.04 Holding Over: If Lessee remains in possession after expiration of the term hereof, without Lessor's expressed consent and without any distinct agreement between Lessor and Lessee, Lessee shall become a month to month Lessee and there shall be no renewal of this Lease by operation of law. During the period of any such holding over, all provisions of this Lease shall be and remain in effect except the rent provisions. The rent during this hold over period shall be two hundred percent (200%) of the rent payable for the last calendar month of the term of this Lease, including renewals or extensions. The inclusion of the proceeding sentence in this Lease shall not be constructed as Lessor's consent for Lessee to hold over.

ARTICLE III

RENT

3.01 Initial Rent: The Lessee shall pay to the Lessor an annual rent of Thirty-Two Thousand Seven Hundred Thirty Dollars and Twelve Cents (**\$32,730.12**) payable at **\$2,727.51** in equal monthly installments during the term of this Lease. Payment of annual rent shall be made in equal monthly installments in advance on the first day of each and every month during the term thereof, without any previous demand by Lessor, provided, however, if possession of the premises is granted to the Lessee at a date after the first of the month, then in such event the rent for such first month shall be prorated. The rent shall be paid at Lessor's office at 8100 Lindberg Bay, Suite #61 Cyril E. King Airport Terminal-Bldg. 2nd Floor, St. Thomas, Virgin Islands 00802, together with any other sum due as additional rent as provided herein.

3.02 Readjustment of Rent: The rent payable under this Lease shall be adjusted at the commencement of the sixth (6th) year in accordance with the increase of the Consumer Price Index as established by the U.S. Department of Labor, Bureau of Labor Statistics for "All Items" All Urban Consumers (1984-100%)" (CPI) as follows, provided, however, no adjustments in rental shall be increased more than fifteen percent (15%) following the initial sixty (60) months of the term of the Lease:

- i. The CPI as of the first (1st) month of the fifth (5th) year and as of the first (1st) month of the sixth (6th) year of the lease and each subsequent year of

the CPI Period shall be the "base price index" and CPI as of the sixth (6th) year of the Lease term and the commencement of each subsequent year of the CPI Period shall be the "current price index".

- ii. The current price index shall be divided by the base price index and the quotient thereof shall be multiplied by the sum of the annual rent of the prior five (5) year period
- iii. The resulting product shall be the annual base rental for the current five (5) year period.
- iv. At the commencement of the eleventh (11th) year of the Lease term and every year thereafter of the CPI Period, the base rental shall be adjusted in the same manner, using the index for the month preceding the beginning of each year of the CPI Period for the current price index.

In no event shall any rent determined in the above manner be reduced below an annual rent of **\$32,730.12**.

3.03 Late Payment Charges: Lessee acknowledges that late payment by Lessee to Government of rent and other charges provided for under this Lease will cause Government to incur costs not contemplated by this Lease, the exact amount of such costs include without limitation, processing and accounting charges. Therefore, if any installment of rent or any other charge due from Lessee is not received by Government within ten (10) days of the date due Lessee shall pay to Government an additional sum of ten percent (10%) of the monthly rent as a late charge.

The parties agree that this late charge represents a fair and reasonable estimate of the costs that Government will incur by reason of the late payment by Lessee.

Acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Government from exercising any of the other rights and remedies available to Government.

3.04 Unpaid Rent, Fees and Charges: Any installment of rent, additional rent, attorney fees, or other charges or money not received by the 10th day after the day when payment is due shall bear interest at the rate of ten percent (10%) per month from the date when the same was due according to the term of this Lease until paid by Lessee.

ARTICLE IV

IMPROVEMENTS

4.01 Improvements: As part of the consideration of this agreement, the Lessee and its Authorized Sublessee (pursuant to Section 9.05 below) at their own cost and expense and subject to full and final government approval of the following described CZM permit, shall install (3) new Under Ground Tanks. (USTs), condemn the existing three USTs and remove existing localized pockets of contaminated soil, consistent with the scope of work issued in Major Coastal Zone Management (CZM) Permit No. CZT-3-14(FL). The Lessee and its Authorized Sublessee shall begin the scope of work specified within twelve months of the effective date of the CZM permit and Lease Agreement.

Lessee agrees to keep the said premises and appurtenances as repaired, in a clean, sightly and healthy condition, and to return said premises to Lessor upon the expiration or other termination of this Lease, in as good condition as it was since the last repairs were made, less reasonable wear and tear from intervening use.

4.02 Title to Improvements: At the conclusion of this Lease or if renewed, any renewal, title to any structure or improvement by the Lessee incorporated into realty shall vest in the Lessor.

Any furniture or other items of personalty, if not removed from the premises at the termination or conclusion of this Lease shall become the property of the Lessor.

4.03 Location and Improvements: The above mentioned improvements are located at **PARCEL NO. 3 CROWN BAY FILL, ST. THOMAS, VIRGIN ISLANDS**.

4.04 Real Property Tax: For all improvements existing or constructed on the leased premises, Lessee shall notify Lessor who shall notify the Tax Assessor for the purpose of making an assessment of the value of the improvements. Thereafter, Lessee shall pay all assessed real property taxes to the Office of the Lieutenant Governor until this lease is concluded.

4.05 Repairs by Lessee: Lessee shall at its own cost and expense, make all repairs, structural or otherwise to the interior and exterior of said premises. Repairs, as used herein shall mean all repairs, replacements, renewals, alterations, additions, improvements and betterment. The provisions of this section shall not apply in the case of damage or destruction by fire or other insured casualty or by eminent domain, in which event the obligations of the Lessor and Lessee shall be controlled as hereinafter provided.

4.06 Failure of Lessee to Repair: In the event the Lessee, after it shall have been given a twenty-day notice (except in a case of emergency in which event reasonable notice under the circumstances shall be sufficient), refuses and neglects to make any repair for which it is responsible, or if repair is necessitated by reason of the Lessee's negligent acts or omissions, then the Lessor may make such repairs. Lessor shall not be responsible for any loss, inconvenience or damage resulting to Lessee because of Lessor's repair. The cost of such repairs by Lessor, together with interest at the rate provided in Section 3.04 shall be paid by the Lessee as additional rent.

4.07 Excavation and Sorting: If any excavation shall be made or contemplated to be made for building or other purposes upon property or streets adjacent to or nearby the Leased premises, Lessee either:

- a. shall afford to the person or persons causing or authorized to cause such excavation the right to enter upon the leased premises for the purpose of doing such work as such person or persons shall consider to be necessary to preserve any of the walls or structures of the improvements on the demised premises from injury or damage and support the same by proper foundation, or
- b. shall, at the expense of the person or persons causing or authorized to causing or authorized to cause such excavation, do or cause to be done all such work as may be necessary to preserve any of the walls or structures of the improvements on the leased premises from injury or damages and to support the same by proper foundations.

Lessee shall not by reason of any such excavation or work, have any claim against Lessor for damages or indemnity or for suspension, diminution, abatement or reduction of rent under this Lease.

ARTICLE V

MECHANIC'S LIEN

5.01 Mechanic's Lien: Nothing contained in this Lease shall be deemed, construed or interpreted to imply any consent or agreement on the part of Lessor to subject Lessor's interest or estate to any liability under any mechanic's lien. Should any notice of intention to file a lien under Title 28, Chapter 12 of the Virgin Islands Code or any mechanics or other lien be filed against the property of the Lessor, for any work, labor, services or materials performed at or furnished to the property for or on behalf of the Lessee or anyone holding any part of the property through or under Lessee, Lessee shall cause the same to be cancelled and discharged of record by payment, bond or order of a court of competent jurisdiction within thirty (30) days

after notice by Lessor to Lessee. If Lessee fails to discharge said lien then the Lessee shall forthwith reimburse the Lessor the total expenses incurred by the Lessor in discharging the said lien, as additional rent hereunder.

ARTICLE VI

INSURANCE AND INDEMNITY

6.01 Liability Insurance: Lessee shall, during the term thereof, keep in full force and effect a policy of public liability and property damage insurance in which the limits of public liability shall be no less than **Three Hundred Thousand Dollars (\$300,000.00)** property damage, **Three Hundred Thousand Dollars (\$300,000.00)** for one person and **Five Hundred Thousand Dollars (\$500,000.00)** for any number of persons injured or killed in any one accident. All of said insurance shall be in a form satisfactory to Lessor and shall provide that it shall not be subject to cancellation, termination, or change, except after thirty (30) days prior written notice to Lessor. Lessee shall furnish Lessor, or Lessor's designee, with a certificate of insurance evidencing the coverage required hereunder on the day Lessee commences occupancy or work in or about the property herein leased. All such insurance policies shall name the Lessor as additional loss payee for the full-insured amount.

6.02 Indemnity: Lessee agrees to indemnify and save Lessor harmless from and against any and all claims and demands (except such as result from the negligence of the Lessor, its agents, contractors, servants or employees or the failure of Lessor to comply with the terms of this Lease) for or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of the business conducted on the property leased herein or occurring in, on or about said property or any adjacent area under the exclusive control of the Lessee or arising directly or indirectly, from any act or omission of Lessee or subtenant or their respective servants, agents, employees, or contractors, and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon.

6.03 Non-Liability: Lessor shall not be responsible or liable to Lessee for any loss damage that may be occasioned by the acts or omissions of persons occupying any property adjacent to or adjoining the property, or any part thereof, or for any loss or damage resulting to Lessee or its property from water, gas steam, fire or the bursting, stoppage, or leaking of pipes, provided such loss or damage is not occasioned by the negligence of Lessor or its agents, contractors, or employees.

6.04 Fire and Extended Coverage by Lessee: Lessee shall keep all buildings on the demised premises insured against loss or damage by fire with the usual extended coverage endorsements, in amounts not less than eighty percent (80%) of the full insurable value thereof, above foundation walls. A copy of all

insurance policies shall be delivered to the Lessor within 20 days of the effective date of this Lease.

ARTICLE VII

ENTRY BY LESSOR

7.01 Access to Premises: The Lessor or Lessor's authorized agents or representatives shall have the right to enter upon the premises, for which a Coastal Zone Permit has been issued, at reasonable times during working hours. The Lessee shall permit such entry for the purpose of inspection and ascertaining compliance with the terms and conditions of this Lease and all related Coastal Zone Management Permit. Lessor or Lessor's agents or representatives shall have the right to enter upon the Leased Premises at all reasonable times, with reasonable notice, to show said premises to prospective purchasers, lenders or Lessees.

7.02 Easement for Pipes and Water Storage Tank Facility: Lessee shall permit Lessor or its designees to erect, use maintain and repair pipes, water storage tank facility, cables and wires, on or through the property as and to the extent that Lessor may or hereafter deem to be necessary or appropriate. All such work shall be done, so far as practicable, in such manner as to avoid interference with Lessee's use of the Premises.

ARTICLE VIII

CONDEMNATION

8.01 Notice of Condemnation: The party receiving any notice of the kind specified below which involves the Premises shall promptly give the other party the receipt, contents, and date of the notice received, which shall include:

- a. Notice of Intent Taking.
- b. Service of any legal process relating to condemnation of the premises for improvements.
- c. Notice in connection with any proceedings or negotiations with respect to such a condemnation.

8.02 Rights of Lessor and Lessee: Lessor and Lessee shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a taking or intended taking and to make full proof of its claims. No agreement, settlement, sale or transfer to or with the condemning authority shall be made without the consent of both parties. Lessor and Lessee each agree to execute

and deliver to the other any instrument that may be required by the provisions of this Lease relating to the condemnation.

8.03 Taking of Leasehold: Upon the total taking, Lessee's obligation to pay rent and other charges hereunder shall terminate on the date of taking, or possession given, whichever is earlier, but Lessee's interest in the leasehold shall continue until the taking is completed by deed, contract or final order of condemnation.

8.04 Total Taking: Upon a total taking, all sums including damages and interest awarded for the fee, leasehold, or both shall be distributed and disbursed as Lessor and Lessee may agree, or in the absence thereof, in accordance with the laws of the Virgin Islands.

8.05 Partial Taking: Upon partial taking, all sums including damages and interest awarded for the fee, leasehold or both shall be distributed and disbursed to Lessor and Lessee as they may agree or, in the absence thereof, in accordance with the laws of the Virgin Islands. Upon partial taking Lessee shall have the option of terminating this Lease upon thirty (30) days notice to Lessor.

ARTICLE IX

CANCELLATION, TERMINATION AND ASSIGNMENT AND TRANSFERS

9.01 Cancellation: This Lease shall be subject to cancellation by Lessor in the event Lessee shall:

- a. Be in arrears in the payment of the whole or any part of the amount agreed upon hereunder for a period of forty-five (45) days after Lessor has notified Lessee in writing that payment was not received when due.
- b. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property.
- c. Make any general assignment for the benefit of creditors.
- d. Abandon the Leased Premises.
- e. Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of forty-five (45) days after receipt of written notice from Lessor to cure such default, unless during such forty-five (45) day period, Lessee shall

commence and thereafter diligently perform such action as may be reasonably necessary to cure such default. If default by Lessee in the performance of its obligations hereunder is precipitated in whole or in part, by activities for which Lessor is solely responsible, the period herein established to commence a cure for the said default will be extended for a reasonable period to account for the effect of Lessor's activities.

- f. Be adjudged bankrupt in involuntary bankruptcy proceedings.

Be made a party to any receivership proceeding which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.

In any of the aforesaid events, Lessor may take immediate possession of the Leased Premises and remove Lessee's effects, to the extent permitted by law, without being deemed guilty of trespassing.

Failure of Lessor to declare this Lease terminated upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to cancel this Lease by reason of any subsequent violation of the terms of this Lease.

9.02 Termination: This Lease shall terminate at the end of the Lease term or renewal period.

9.03 Repossessing and Reletting: In the event of default by Lessee hereunder which shall remain uncured after the required notices have been given pursuant to this Lease, and for such time as provided herein, Lessor may at once thereafter, or at my time subsequent during the existence of such breach or default:

- a. Enter into and upon the Leased Premises or any part thereon and repossess the same, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost and for the account of Lessee), to the extent permitted by law.
- b. Either cancel this Lease by notice or without canceling this Lease, relet the Leased Premises or any part therefore upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Leased Premises during any month or part thereof, at less than the rent due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor upon calculation thereof, providing Lessor has exercised good faith in the terms and

conditions of reletting. Payments of any such deficiency notice.

If any suit or action is brought by Lessor against the Lessee to enforce any of the provisions hereof, the Lessor shall be entitled to collect reasonable costs and attorney's fees in the action or proceeding.

9.04 Assignment and Transfer: Lessee shall not assign or transfer this Lease or any interest therein, without the prior written consent of Lessor which shall not be unreasonably withheld. Any consent of any assignment shall not be deemed a consent to any subsequent assignment.

9.05 Subleasing: Lessee may not sublet the Demised Premises, in whole or in part, without Lessor's advance written consent. Lessor recognizes that Lessee may be required to sublet the Demised Premises to entities that supply motor fuel and related products. Said entities will be recognized as "Authorized Sublessee;" currently, Total Petroleum Puerto Rico Corporation (TPPRC) is an Authorized Sublessee. Lessor's consent does not release Lessee from any of its obligations under this Lease. In the event that Lessor consents to subleasing of the Demised Premises or any part thereof, other than to an Authorized Sublessee, the Lessee shall pay to the Lessor an additional amount equal to thirty-five percent (35%) monthly of such subleasing income as additional rent. This additional rent shall be due and payable on the next rent day after such subletting rent becomes due from the subtenant.

ARTICLE X

GENERAL TERMS AND CONDITIONS

10.01 Notices: All notices provided to be given under this Lease shall be given certified or registered mail return receipt requested, postage fully prepaid, addressed to the proper party at:

LESSOR :

**DEPARTMENT OF PLANNING AND
NATURAL RESOURCES**
8100 Lindberg Bay – Suite #61
Cyril E. King Airport Terminal – 2nd Floor
St. Thomas, Virgin Islands 00820

LESSEE :

**GOTTLIEB'S QUICKWAY SERVICE
CENTER, INC.**

Attn: Mark Gottlieb and Gerda Gottlieb
2-3 Estate Contant
St. Thomas, Virgin Islands 00802

The address of either party may be changed from time to time by giving written notice to that effect.

10.02 Non-discrimination: Lessee in exercising any of the rights or privileges granted by this Lease, shall not, on the grounds of race, color, creed, sex, or national origin discriminate or permit discrimination against any person.

10.03 Officials not to Benefit: No member of the U.S. Congress or the Territorial Legislature, no official or officer of the United States or the Virgin Islands Government, or any of their instrumentalities shall be admitted to any share of this Lease or any benefit of value that may arise therefrom.

10.04 Agreement made in the Virgin Islands: The laws of the U.S. Virgin Islands shall govern the validity, performance, and enforcement of this Lease.

10.05 Counterparts: This document is executed in four counterparts each of which shall be deemed an original.

10.06 Cumulative Rights and Remedies: All rights and remedies of Lessor here enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Lessor of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

10.07 Interpretation: Words of gender used in this Lease shall be held to include the plural and vice versa unless the context otherwise requires.

10.08 Agreement made in Writing: This Lease contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.

10.09 Paragraph Headings: The table of contents of this Lease and the captions of the various articles and paragraphs of this Lease are for convenience and ease of the scope, content, or intent of this Lease or any part or parts of this Lease.

10.10 Invalidity or Illegality of Provisions: The invalidity or illegality of any provisions shall not effect the remainder of this Lease.

10.11 Successors and Assigns: All of the terms, provisions, covenants, and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee and their successor, assigns, legal representative, heirs, executors and administrators.

10.12 Broker: Lessee covenants, warrants, and represents that there was no broker instrumental in consummating this Lease, and that no conversations or prior negotiations were had with any broker concerning the renting of the Premises. Lessee agrees to hold harmless against any claims for brokerage commission arising out of any conversation or negotiation had by Lessee with any broker.

10.13 Approvals Required: This Lease shall not become effective unless approved by the Governor and the Legislature of the Virgin Islands.

ARTICLE XI

CONFLICT OF INTEREST

11.01 Conflict of Interest: Lessee covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under this Lease.

Lessee further covenants that it is:

- a. not a territorial officer or employee (i.e. the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the legislative, executive or Judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
- b. a territorial officer or employee and, as such, has :
 - i. to familiarize itself with the provisions of Title 3 Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provisions set forth in Section 1108 thereof;
 - ii. not made, negotiated or influenced this contract, in its official capacity;
 - iii. no financial interest in the contract as that term is defined in Section 1101 of said Code chapter.

11.02 Rights of Holder of the Leasehold Mortgage: Notwithstanding anything to the contrary herein contained, Lessor agrees that in the event that Lessee secures a leasehold mortgage and thereafter defaults in the performance, of any of the terms and conditions of this Lease agreement. Lessor will give notice of such default to any holder of the leasehold mortgage (where Lessor has been notified of the identity of the leasehold mortgage) and a like notice of the default to the Lessee. The Lessee or the holder of the leasehold mortgage shall have the right to remedy any such default within a period of forty-five (45) days from the date that the notice is mailed by registered or certified mail, return receipt requested, to the holder of the leasehold mortgage and the Lessee.

In every case where the holder of the leasehold mortgage elects to acquire possession of the premises or to foreclose the leasehold mortgage, such holder shall, prior to the acquiring of possession or the foreclosing of the leasehold mortgage, (i) give Lessor the right of first refusal to purchase and assume Lessee's leasehold mortgage interest and obligation, or (ii) to provide a purchaser for Lessee's leasehold mortgage interest and obligation. The Lessor shall exercise the rights herein set out within one hundred twenty (120) days from the date that the Lessor is notified by the holder of the leasehold mortgage that these rights may be exercised.

In the event that this Lease agreement is terminated, Lessor may enter into a new Lease of the premises with the holder of the leasehold mortgage, or its designee, within thirty (30) days after receipt of such request, which new Lease shall be effective as of the date of such termination of this Lease and shall run for the remainder of the same terms, covenants, conditions and agreements; provided that the holder of the leasehold mortgage, or its designee, (i) contemporaneously with the delivery of such request, pay to Lessor all the installments of basic rent and all other items of additional rent which would have been due from Lessee had the Lease not been terminated and (ii) all sums due from the date of termination to the date of the execution of the new Lease.

11.03 Compliance with Laws: The Lessee shall comply with all laws and regulation of the U.S. Government and the Government of the Virgin Islands including but not limited to: zoning, Coastal Zone Management (CZM), building codes, environmental and American Disabilities Act (ADA).

The Lessee shall obtain all Licenses and permits required to use the property and to do business in the Virgin Islands as are required.

11.04 Waiver: The Waiver by Lessor of any breach of any term, condition or covenant of this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other term, condition or covenant of this Lease. No delay or omission to exercise any right or power hereunder shall impair any right or power; every right and remedy conferred under this Lease may be exercised from time to time and as often as may be deemed expedient by the holder of such right or remedy.

11.05 Enforcement of Lease Terms: The Waiver by either party of any breach of any term, condition or covenant of this Lease, during the term of Lease, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, condition or covenant of this Lease. No delay or omission to exercise any right or power nor shall be construed to be a waiver of any such right or power and every right and remedy conferred under this Lease may be exercised from time and as often as may be deemed expedient by the holder of such right or remedy.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals on the day and year first above written.

WITNESS:

LESSEE: **Gottlieb's Quickway
Service Center, Inc.**

Bruce W. Stuebli

BY: Mark A. Gottlieb
Mark A. Gottlieb, President

Susan M. Hart

ATTEST: Janice Gerda Gottlieb
Janice Gerda Gottlieb, Secretary
Assistant

ACKNOWLEDGEMENT

Territory of the Virgin Islands)
District of St. Thomas and St. John) ss:

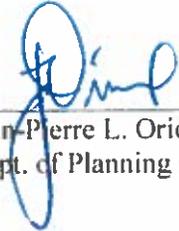
Before me personally appeared **Mark A. Gottlieb, President** of Gottlieb's Quickway Service Center, Inc. to me well known, and known to be the individual(s) described in and who executed the foregoing instrument for the purposes therein contained.

WITNESS my hand on this 3rd day of Dec. A.D. 2014.



Notary Public
NOTARY PUBLIC
Name: LaVerne Slack
My Commission Exp. August 26, 2015
NP Commission # NP-077-11
St. Thomas/St. John District

GOVERNMENT OF THE VIRGIN ISLANDS

BY: 
Jean-Pierre L. Oriol, Acting Commissioner
Dept. of Planning and Natural Resources

Date: 26-Feb-2015

WITNESS:




Territory of the Virgin Islands)
District of St. Thomas and St. John) ss:

Before me personally appeared **Jean-Pierre L. Oriol**, to me well known, and known to be the individual(s) described in and who executed the foregoing instrument for the purposes therein contained.

WITNESS my hand on this 26 day of February A.D. 2015.

Beryl L. Innis, Notary Public
NP-83-12 My Comm. Exp. 11-4-2016
Territory of the Virgin Islands
STT-STJ USVI DISTRICT


Notary Public

APPROVED AS TO LEGAL SUFFICIENCY



BY: 
Terri Griffiths
Acting Virgin Islands Attorney General

Date: 4/14/15

APPROVED



Kenneth E. Mapp
Governor of the U.S. Virgin Islands

Date : 5/19/15

APPROVED

Neville James
President of the 31st Virgin Islands Legislature

Date : _____