

LEASE AGREEMENT

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**GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT**

And

**THE ST. THOMAS CRICKET ASSOCIATION,
INC.**

PREMISES: Parcel N-2 of Tract 1 Estate Nazareth, No. 1 Redhook Quarter,
St. Thomas, U.S. Virgin Islands, consisting of 312,150.96 U.S.
sq. ft. or 7.166 U.S. acre(s) more-or-less.

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LEASE AGREEMENT

THIS LEASE made this ____ day of _____, 20__, by and between the **GOVERNMENT OF THE U.S. VIRGIN ISLANDS**, acting through its Commissioner of the Department of Property and Procurement, hereinafter "Lessor" or "Government" and **ST. THOMAS CRICKET ASSOCIATION, INC.**, whose mailing address is P.O. Box 304315, St. Thomas, V.I. 00803, hereinafter "Lessee".

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 Parcel N-2 of Tract 1 Estate Nazareth, No. 1 Redhook Quarter, St. Thomas, U.S. Virgin Islands, consisting of 312,150.96 U.S. sq. ft. or 7.166 U.S. acre(s) more-or-less (hereinafter the "Premises"), which is zoned R-2 for "Residential-Low Density-One and Two Family." The aforesaid Premises is shown on O.L.G. File No. D9-9978-T025, a copy of which is attached and made a part hereof as Exhibit "A".
- 1.02 Use: The Lessee shall use the hereby Premises to promote and develop the sport of cricket throughout the territory of the U.S. Virgin Islands in accordance with the requirements of the property zoning then in effect. Said use is contingent on the Lessee obtaining and maintaining the required permits, licenses, and any required rezoning of the Premises to a zoning designation compatible to the operation of same, as required in Paragraph 10.17. In the event that the Lessee rezones the Premises, obtains a use variance, or there is a change in the Virgin Islands Zoning Law, the Lessee will comply with the requirements and conditions of the zoning for the Premises, then in effect.

For the zoning designation of R-2, Lessee's use of the Premises is permitted under the category "Athletic fields" (playfields)¹ and is subject to the following conditions, until such time as the Premises is re-zoned, receives a use variance, or there is a change in the Virgin Islands Zoning Law:

- a. Every athletic field shall have a minimum area of five (5) acres;
- b. Each field shall be surrounded by a fence or planted area;
- c. No building, structure, or play area such as a baseball field, football field, or tennis court shall be located closer than fifty (50) feet from the property line;
- d. No building or structure shall exceed a floor area of over twenty-five hundred (2,500) sq ft;
- e. All play areas shall be treated so as to be free from dust;
- f. All lighting shall be directed away from the property lines so as not to create an unsatisfactory condition for surrounding residential property; and
- g. All activities shall cease at 11:00 pm.

¹ See 29 V.I.C. § 231(a)(3)

Lessee's Initials 

- 1.03 Use of Premises in the Event of Natural Disaster: In the event of a natural disaster, including but not limited to earthquakes, floods, hurricanes, wildfires, or other acts of nature, the Lessor reserves the right, at its sole discretion, to use all or any portion of the Premises for emergency response, disaster relief, or recovery operations. Such use may include, but is not limited to, staging of equipment, housing of personnel, or coordination of relief efforts. The Lessee agrees to cooperate fully with the Lessor in facilitating such use and acknowledges that this provision may temporarily impact the Lessee's use or access to the Premises. The Lessor shall not be liable to the Lessee for any inconvenience, loss of use, or other damages resulting from such use, provided that the Lessor shall endeavor to minimize disruption to the extent reasonably possible under the circumstances.

ARTICLE II

TERM

- 2.01 Initial Term: The term of this Lease shall be for a period of thirty (30) years ("Initial Term") commencing on the first (1st) day of the month following approval by the Legislature of the Virgin Islands ("Commencement Date").
- 2.02 Options: If Lessee is not in default in the performance of any material condition of this Lease at the expiration of the Initial Term, Lessee shall have the option to renew this Lease for two (2) additional terms of ten (10) years each (each a "Renewal Term") at the rent provided for in Paragraph 3.02 hereof by giving written notice of such renewal at least thirty (30) days prior to the expiration of the Initial Term in the case of the first (1st) renewal or at least thirty (30) days prior to the expiration of the Renewal Term in the case of the second renewal
- 2.03 Failure to Give Possession: The Lessor shall not be liable for failure to give possession of the Premises upon the Commencement Date by reason of the fact that the Premises are not ready for occupancy, or due to prior lessee wrongfully holding over or any other person wrongfully in possession of the Premises; 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 of the Premises after expiration of the term hereof, without Lessor's express 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 holdover 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 preceding sentence in this Lease shall not be construed as Lessor's consent for Lessee to hold over.



ARTICLE III

RENT

- 3.01 Annual Rent: The Lessee shall pay to the Lessor an Annual Rent of **One Thousand Two Hundred Dollars and Zero Cents (\$1,200.00)** payable in equal monthly installments of **One Hundred Dollars and Zero Cents (\$100.00)** during the term of this Lease. The Annual Rent shall commence on the Commencement Date. Payment of Annual Rent shall be made in equal monthly installments in advance on the first (1st) day of every month during the term thereof, without any previous demand by Lessor, provided, however, if possession of the Leased Premises is granted to the Lessee at a date after the first (1st) of the month, then in such event the rent for such first (1st) month shall be prorated.

The Annual Rent shall be paid at Lessor's office at 8201 Subbase Suite 4, St. Thomas, U.S. Virgin Islands 00802, together with any other sum due as additional rent as provided herein.

- 3.02 Late Payment Charges: Lessee acknowledges that late payment by Lessee to the government rent and other charges provided for under this Lease will cause the Government to incur costs not contemplated by this Lease, the exact amount of such costs includes 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 ten percent (10%) of the amount owed for monthly rent or any other charges, including but not limited to repairs cost and attorney's fee, as a late charge.**

The parties agree that this late charge represents a fair and reasonable estimate of the costs that the 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.

ARTICLE IV

IMPROVEMENTS

- 4.01 Improvements: As a part of the consideration for this agreement, the Lessee shall provide at its own cost and expense the following improvements ("Improvements") owned by the Lessee at an estimated cost of **Five Hundred Thousand Dollars and Zero Cents (\$500,000.00)** which is subject to the prior written consent obtained in each and every case from the Commissioner of Property and Procurement; in addition to whatever other licenses or permits are deemed necessary. Improvements to be made to the Premises are as follows:

Lessee's Initials 

LIST OF IMPROVEMENTS

- 1) **Excavating, grading, and other ground preparations for playing surface;**
- 2) **Excavating, grading, and other ground preparation; and**
- 3) **Installation of floodlights and perimeter fencing.**

- a) Permit Application Review: Within one hundred eighty (180) days after the Commencement Date, Lessee shall deliver to Lessor complete copies of all applications and/or submissions related to the first phase of construction that Lessee intends to submit to the Department of Planning and Natural Resources and any other applicable governmental agency with jurisdiction over the Improvements described in Paragraph 4.01.

For subsequent phases, Lessee shall provide such applications and/or submissions within a commercially reasonable time following finalization of each corresponding development schedule.

Lessor shall have fifteen (15) business days from the receipt of each set of documents to provide Lessee with comments on the applicable application or submission.

- b) Permitting Submittal Period: No later than three hundred sixty (360) days after the Commencement Date, Lessee shall submit to the appropriate governmental agency all applications, submissions, plans, drawings, specifications, and other documents or information required by the Department of Planning and Natural Resources and any other governmental agencies with jurisdiction over the construction of the Improvements to obtain all required permits for the construction of the Improvements.

The improvements shall be completed no later than thirty-six (36) months after the Commencement Date of this Lease. **In the event that Lessee fails to comply with Paragraphs 4.01 (a) and (b) without cause, the Lease will terminate without further obligations by either Party.**

Lessee agrees to keep the said Premises and appurtenances as repaired, in a clean, sightly, and tenantable 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 Lessee which is attached to the realty shall vest in the Lessor. Furniture or other personal items, if not removed from the Premises prior to termination shall become the property of the Lessor.
- 4.03 Location and Improvements: The above-mentioned improvements are located at Parcel N-2 of Tract 1 Estate Nazareth, No. 1 Redhook Quarter, St. Thomas, U.S. Virgin Islands.



- 4.04 Real Property Tax: Upon the completion of any improvements constructed on the Premises, Lessee shall notify Lessor, who shall notify the Tax Assessor for the purpose of making an assessment of the value of the improvements. Lessee hereby agrees to pay any and all taxes, assessments, and other charges of any description levied or assessed during the term of this Lease by the Office of the Lieutenant Governor, Tax Assessor on or against any improvements constructed by Lessee or other equipment or fixtures installed by Lessee on the Premises. Assessments shall only apply to those improvements owned by Lessee during the term of this Lease.
- 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 (20) 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 Paragraph 3.02, 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 Premises, Lessee either:
- a. shall afford to the person or persons causing or authorized to cause such excavation the right to enter upon the 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 Premises from injury or damage and support the same by the proper foundation, or
 - b. shall, at the expense of the person or persons 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 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 Premises for or on behalf of the Lessee or anyone holding any part of the Premises 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 the 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 **One Million Dollars (\$1,000,000.00)** property damage, **One Million Dollars (\$1,000,000.00)** for one (1) person injured or killed and **One Million Dollars (\$1,000,000.00)** for any number of persons injured or killed in any one accident. All 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 Premises herein leased. All such policies shall name the Lessor as additional insured for the full insured amount.
- 6.02 Indemnity: Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims and demands (unless resulting from the negligence of the Lessor, its agents, contractors, servants or employees) 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 Premises leased herein or occurring in, on or about said Premises or any adjacent area under the 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 or damage that may be occasioned by the acts or omissions of persons occupying any property adjacent to or adjoining the Premises, or any part thereof, or for any loss or damage



resulting to Lessee or its Premises 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 Premises insured against loss or damage by fire, windstorm, and earthquake 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 twenty (20) days of the Lessee's receipt of its Occupancy Certificates for the Premises. All policies shall name the Lessor as an additional loss payee.

ARTICLE VII

ENTRY BY LESSOR

- 7.01 Access to Premises: Lessor or Lessor's agents shall have the right to enter upon the Premises at all reasonable times to examine the same and to show them 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 Premises 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 a 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 notice of the receipt, contents, and date of the notice received, which shall include:
- a. Notice of Intent of 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 their 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 a 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 a 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 the Lessor has notified the Lessee in writing that payment was not received when due.
 - B. File in court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee for all or a portion of Lessee's property.
 - C. Make any general assignment for the benefit of creditors.
 - D. Abandon the Premises by not occupying the Premises for a period of ninety (90) days without notice to the Lessor and failing to pay rent during that ninety (90) day period.
 - E. Default in performance of any of the covenants and conditions required herein (except rent 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.
- G. Be made a party of any receivership proceeding in which a receiver is appointed for the Premises or affairs of Lessee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.
- H. Fail to pay the outstanding assessed real property taxes for two (2) years on improvements Lessee constructed upon the Premises.

In any of the aforesaid events, Lessor may take immediate possession of the 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 last exercised Renewal Term.

9.03 Repossessing and Re-letting: 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 any time subsequent during the existence of such breach or default:

- A. Enter and upon the 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 of and for the account of Lessee), to the extent permitted by law.
- B. Either cancel this Lease by notice or without canceling this Lease, re-let the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to re-let the 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, provided Lessor has exercised good faith in the terms and conditions of re-letting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of deficiency notice.

If any suit or action is brought by the Lessor against the Lessee to enforce any of the provisions of this Lease, 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 consent to any subsequent assignment.
- 9.05 Subleasing: Lessee shall not sublet the Premises in whole or in part without Lessor's advance written consent. Lessor's consent does not release Lessee from any of its obligations under this lease. In the event that the Lessor consents to sublease the Premises or any part thereof, the Lessee shall pay to the Lessor an additional amount equal to thirty percent (30%) 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 by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at:

LESSOR: Department of Property and Procurement
8201 Subbase, Suite 4
St. Thomas, U.S. Virgin Islands 00802

LESSEE: The St. Thomas Cricket Association, Inc.
P.O. Box 304315
St. Thomas, U.S. Virgin Islands 00803

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 U.S. 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 one part, 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 singular, plural, and vice versa unless the context otherwise requires.
- 10.08 Agreement Made in Writing: This Lease contains all 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 reference only and do not affect 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 affect the remainder of this Lease.
- 10.11 Successors and Assigns: All 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 and assigns.
- 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 Lessor 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.
- 10.14 Entire Agreement: This Lease constitutes the entire agreement of the Parties relating to the subject matter addressed herein. This Lease supersedes all prior communications or agreements between the Parties with respect to the subject matter herein, whether written or oral.
- 10.15 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.
- a. Lessee further covenants that it is:



1. 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
2. a territorial officer or employee and, as such, has:
 - i. familiarized 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; and
 - iii. no financial interest in the contract as that term is defined in Section 1101 of said Code chapter.

10.16 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, 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 mortgagee) 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 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 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 the Lessor is notified by the holder of the leasehold mortgage that these rights may be exercised.

In the event that this Lease 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 will be effective as of the date of such termination of this Lease and shall run for the remainder of the same term, and subject to the same 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 the Lessor all the installments of basic rent and all other items of additional rent which would have been due for the Lessee had the Lease not been terminated and (ii) all sums due from the date of termination to the date of execution of the new lease.

- 10.17 Compliance with Laws: Lessee shall comply with all laws and regulations of the U.S. Government and the Government of the U.S. 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, permits, and any required rezoning of the Premises and to do business in the Virgin Islands as required.
- 10.18 Waiver: 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 terms, conditions, or covenants of this Lease. No delay or omission to exercise any right or power hereunder shall impair any right or power of Lessor; 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.
- 10.19 Enforcement of Lease Terms: 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 term, condition, or covenant of this lease. No delay or omission to exercise any right or power 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 to time and as often as may be deemed expedient by the holder of such right or remedy.

[INTENTIONALLY LEFT BLANK – SIGNATURES FOLLOW]



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

WITNESSES:

Janica Hayes
(Print)

[Signature]
(Sign)

Artra Watlington-Francis
(Print)

[Signature]
(Sign)

LESSEE:
The St. Thomas Cricket Association, Inc.
BY: [Signature]
Doyle Jones
President

ACKNOWLEDGEMENT

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

Before me personally appeared Doyle Jones, President of The St. Thomas Cricket Association, Inc., to me well known, or proved to me through satisfactory evidence to be the individual(s) described in and who executed the foregoing instrument for the purposes therein contained.

WITNESS my hand on this 21 day of January A.D. 2026

[Signature]
Notary Public



Clive C. Rivers, Esq.
Notary Public
LNP-160-23
My Commission Expires: September 10, 2027
St. Thomas/St. John, U.S. Virgin Islands

GOVERNMENT OF THE VIRGIN ISLANDS

WITNESSES:

BY:

Lisa M. Alejandro, Commissioner
Department of Property and Procurement

Date:

4/1/2026

CAROL L. ORIOL

(Print)

(Sign)

(Sign)

MAGDALENE A. MORANIE

(Print)

(Sign) Tagdelan A. Toranzo

(Sign)

APPROVED AS TO LEGAL SUFFICIENCY

Gordon C. Rhea, Esq., Attorney General

BY:

Tyler Williams
Assistant Attorney General

Date:

4/9/2026

APPROVED

2022

Honorable Albert Bryan Jr.
Governor of the U.S. Virgin Islands

Date:

4/20/25

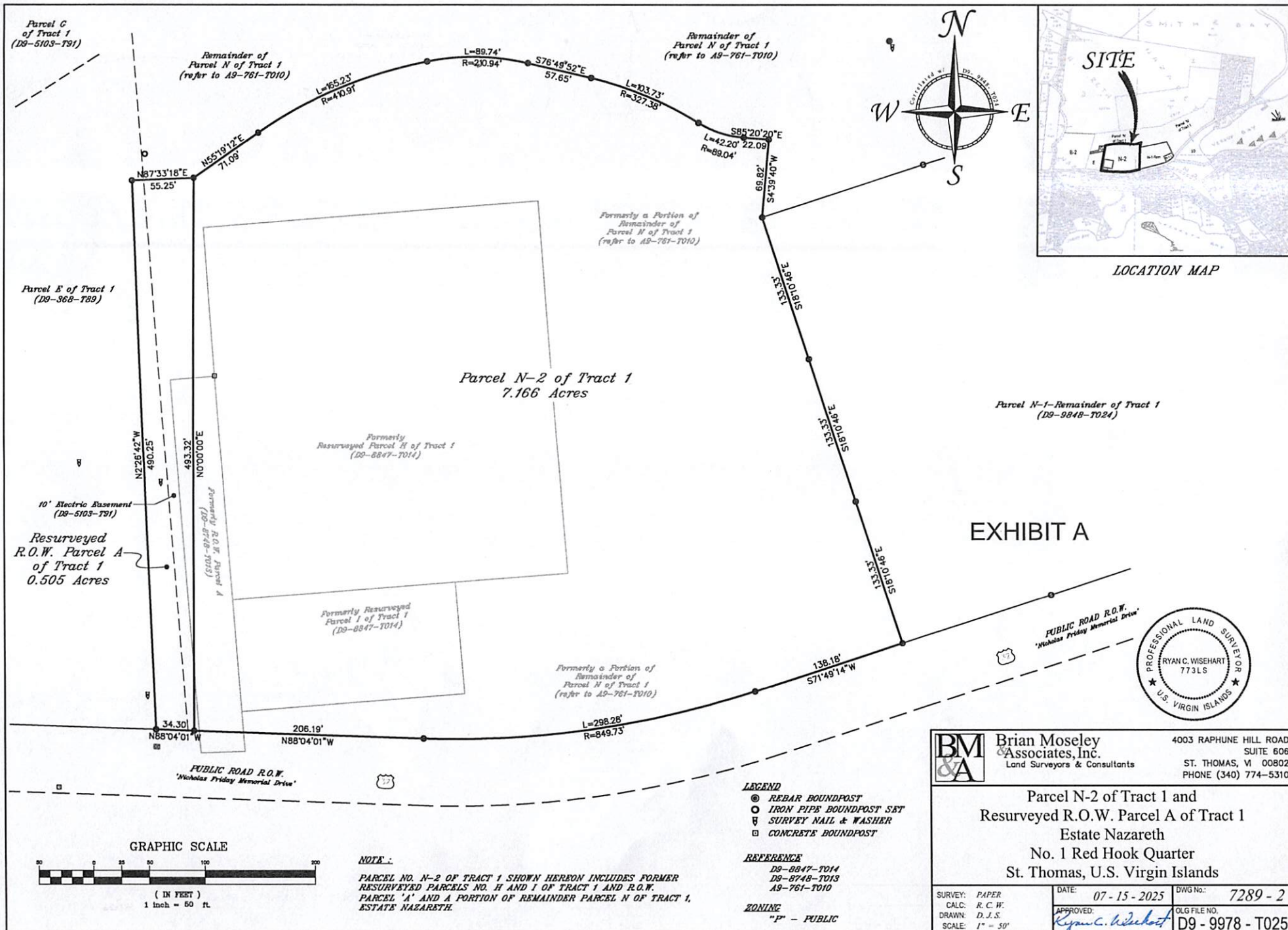
APPROVED

Honorable Milton E. Potter

President of the 36th Legislature of the U.S. Virgin Islands

Date:

EXHIBIT A



ZONING CERTIFICATE



GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS

-----0-----

DEPARTMENT OF PLANNING AND NATURAL RESOURCES

4611 Tutu Park Mall
Suite 300, 2nd Floor
St. Thomas, VI 00802
(340) 774-3320

45 Mars Hill, Frederiksted
St. Croix, VI 00840
(340) 773-1082
dprn.vi.gov



Division of Comprehensive and Coastal Zone Planning

ZONING CERTIFICATION

This will certify that Parcel No. N-2 of Tract 1 Estate Nazareth, St. Thomas consisting of 7.166 acres is zoned R-2 (Residential-Low Density-One and Two Family) as per Official Zoning Map No. STZ-10.

The proposed use of the property to promote and develop the sport of cricket would be permitted under "Athletic fields (playfields)" subject to the following conditions:

- A. Every athletic field shall have a minimum area of five (5) acres;
- B. Every athletic field shall be surrounded by a fence or planted area;
- C. No building, structure, play area such as a baseball field, football field or tennis court shall be located closer than fifty (50) feet from the property line;
- D. No building or structure shall exceed a floor area of over twenty-five hundred (2,500) square feet;
- E. All play areas shall be treated so as to be free from dust;
- F. All lighting shall be directed away from the property lines so as not to create an unsatisfactory condition for surrounding residential property;
- G. All activities shall cease at 11:00 p.m.

The list of permitted uses and development provisions for the R-2 zoned district can be found in Virgin Islands Code, Title 29, Chapter 3, Subchapter 1, §228 and 229 (<https://legvi.org/index.php/service/social-care/>).

GOVERNING AUTHORITY:

Department of Planning and Natural Resources
Government of the U.S. Virgin Islands

Researched By: J. Polimis
Name: Jewel Polimis
Title: Planning Technician
Date: May 23, 2024
Phone: 340-773-1082 ext. 2216
Email: jewel.polimis@dprn.vi.gov

Certified By: L. LaPlace
Name: Leia LaPlace
Title: Territorial Planner
Date: May 23, 2024
Phone: 340-773-1082 ext. 2215
Email: leia.laplace@dprn.vi.gov

St. Thomas Cricket Association, Inc.
SUPPORTING BUSINESS DOCUMENTS

- (X) **Financial Statements/ Business Plan**
- (N/A) **Business License**
Expires: 501 (c) 3
- (X) **Certificate of Liability Insurance (if already on property)**
Expires: 2/13/2027
- (X) **Articles of Incorporation**
- (N/A) **Articles of Organization**
- (N/A) **Certificate of Limited Partnership**
- (N/A) **Tradename Certificate (if applicable)**
Expires: N/A
- (X) **Corporate Resolution/ Memo Authorizing Signature**
Dated: 01/21/2026 **Expires:** N/A
- (X) **Certificate of Good Standing**
Dated: 07/14/2025 **Expires:** 06/30/2026
- (N/A) **Certificate of Existence**
Dated: N/A **Expires:** N/A



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

SAINT THOMAS CRICKET ASSOCIATION
C/O NYBY V DOUGLAS
1-143-58 ESTATE WINTBERG
SAINT THOMAS, VI 00802

Date:
May 18, 2023
Employer ID number:
66-1006200
Accounting period ending:
September 30,
Form 990-PF required:
Yes
Effective date of exemption:
May 2, 2023
DLN:
26053524003503
Addendum applies:
No
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: 877-829-5500

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 509(a).

You can receive transfers deductible by U.S. citizens and residents for U.S. estate and gift tax purposes to the extent allowable under IRC Sections 2055 and 2522.

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation, annually, whether or not you have income or activity during the year. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

You're subject to unrelated business income tax under IRC Section 511 on your unrelated business taxable income derived from sources within the U.S. or effectively connected with the conduct of a trade or business within the U.S. (whether or not such income is derived from sources within the U.S.). For purposes of these rules, the "U.S." includes only the fifty states and the District of Columbia. See Publication 598, Tax on Unrelated Business Income of Exempt Organizations, for more information.

If you have employees in the U.S. (whether they are U.S. residents or not), you may be liable for federal employment taxes including the withholding of tax. See Publication 15, (Circular E), Employer's Tax Guide, and Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities, for more information.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities and search "4221-PF" to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, for information on your recordkeeping, reporting, and disclosure requirements as a private foundation.

Sincerely,

A handwritten signature in black ink that reads "Stephen A. Martin". The signature is written in a cursive, slightly slanted style.

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



**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 **THE ST. THOMAS CRICKET ASSOCIATION, INC.** 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, 2026.

Entity Type: Domestic Nonprofit Corporation

Entity Status: In Good Standing

Registration Date: 07/01/1982

Jurisdiction: United States Virgin Islands, United States

Witness my hand and the seal of the Government of the United States Virgin Islands, on this 14th day of July, 2025.



A handwritten signature in blue ink, reading "Tregenza A. Roach".

Tregenza A. Roach
Lieutenant Governor
United States Virgin Islands



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Theodore Tunick & Company 1336 Beltjen Road, Suite 300 St. Thomas VI 00802		CONTACT NAME: Aretha LaFleur-Liburd PHONE (A/C, No, Ext): (340) 776-7000 FAX (A/C, No): (340) 776-5765 E-MAIL ADDRESS: aliburd@theodoretunick.com	
INSURED St. Thomas Cricket Association P.O. Box 304315 St. Thomas VI 00802		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyd's Syndicate #2001 AML INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2621325530

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:	Y		SLGLMSA2459	02/13/2026	02/13/2027	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						GENERAL AGGREGATE \$ 2,000,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						PRODUCTS - COMP/OP AGG \$ 1,000,000
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				Employee Benefits \$
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Government of the USVI Department of Property & Procurement is provided additional insured status when required by written contract or agreement with respects to Property which host Cricket Ball Games and host community events located at N-2 of Tract 1 Estate Nazareth, St. Thomas, VI.

CERTIFICATE HOLDER

Government of the USVI Department of Property & Procurement 8201 Subbase, Suite 4 St. Thomas VI VI 00802
--

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

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ENDORSEMENT

St.Thomas Cricket Association

ADDITIONAL INSUREDS SCHEDULE

Additional Insured	Location
Government of the USVI Department of Property & 8201 Subbase, Suite 4 St. Thomas VI, VI 00802	00001

This endorsement is effective February 13, 2026 attached to and forming part of Policy SLGLMSA2459
_____ issued to the named Assured above.

Theodore Tunick & Company
St. Thomas, VI 00802

BRT VIGL 1001

CERTIFICATION
Certified to be a true and correct copy

Tregenza A. Roach
TREGENZA A. ROACH
Lieutenant Governor

ARTICLES OF INCORPORATION

We, the undersigned, desiring to form a corporation pursuant to the Not-For-Profit Corporation Law of the Territory of the Virgin Islands, do hereby make, subscribe and acknowledge these Articles of Incorporation as follows this *2nd* day of *June* 1982:

1. The name of the Corporation shall be the St. Thomas Cricket Association, Inc.
2. The St. Thomas Cricket Association, Inc., as a corporation shall exist from the filing of these Articles and shall be perpetual in duration. However, in the event of dissolution and liquidation, the assets of said corporation shall be distributed for an exempt purpose or for public use in accordance with the provisions of Section 501(c)(3) and the regulations issued thereunder.
3. The objects and purposes for which the corporation is formed are:
 - (a) To organize, reorganize, promote and play the game of cricket to the highest possible standard on the Island of St. Thomas, Virgin Islands.
 - (b) To strengthen and maintain the ties between the neighboring islands who share the same sport.
 - (c) To encourage the participation of the youngsters of the United States Virgin Islands in this very disciplined activity.
 - (d) To do any and all lawful acts and things and to engage in any and all lawful activities which may be necessary, useful, suitable, desirable or proper in furtherance of the exempt purposes of organizations set forth in Section 509(c) of the Internal Revenue Code

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LT GOV. OFFICE

of 1954 and the regulations thereunder as they now exist or as they may be amended from time to time.

- (e) To engage in such business activities which are not contrary to the Corporation's Not-For-Profit and exempt status which will benefit the community.
 - (f) To engage in religious, social, fraternal, charitable, civic, educational and other Not-For-Profit activities.
- 4. The Corporation shall have the powers and privileges provided by law, consistent with its exempt and Not-For-Profit status as enumerated in 13 VIC 493.
 - 5. The Corporation shall apply for an exempt status pursuant to Section 509(c)(3) of the Internal Revenue Code of 1954.
 - 6. There is no limitation to the indebtedness of the liability to which the corporation shall at any time be subject; except that the Board of Directors are expressly authorized to set such limitations on liability and to fix the amounts reserved for working capital of the corporation and for other purposes authorized by law, and to make provisions relative to the disposition of revenue and receipts as may be necessary to establish and maintain the Not-For-Profit character of this corporation; and the private property of the members of the corporation shall not be liable for any corporate debt.
 - 7. The street address and location of the corporation's principle office shall be Crown Bay Fill #1, P.O. Box 3674, St. Thomas, Virgin Islands, 00801, until change is affected by a resolution of the Board

of Directors and filed pursuant to the relevant provisions of the Virgin Islands Code.

8. The resident agent of the corporation shall be Charles A. Hamilton, whose address is Post Office Box 2463, St. Thomas, V.I. 00801. (32 Norre Gade)
9. The corporation shall be a membership corporation with membership evidenced by a membership card, issued by the Board of Directors at a fee prescribed by the Board. Annual dues shall be payable yearly.
10. Membership shall be open to all persons who subscribe to the objects and purposes of the organization, pay the membership fee prescribed by the Board of Directors and maintain their annual membership dues.
11. The corporation shall have a Board of Directors composed of at least seven members, including the officers of the corporation. The Board of Directors shall manage the affairs of the corporation; its members shall be elected at the first organizational meeting and shall serve for a term determined by the by-laws.
12. The officers of the corporation shall be a President, Vice-President, Secretary, Treasurer and such others as may be instituted pursuant to the by-laws.
13. Every member of the corporation shall be entitled to cast one vote for the election of each officer and director and no more. There shall be no voting

IN WITNESS WHEREOF, we affix our names this 2nd day of
JUNE 1982, as incorporators.

AS WITNESSED BY:

Charles A. Hamilton

Charles A. Hamilton

Charles A. Hamilton, President
P. O. Box 2463
St. Thomas, Virgin Islands 00801
#4FK Estate Fortuna, St. Thomas
V.I.

Frank Stapleton

Frank Stapleton

Frank Stapleton, Vice President
P. O. Box 6288
St. Thomas, Virgin Islands 00801
#148-87 Anna's Retreat, St. Thomas
V.I.

Mervyn Christopher

Mervyn Christopher

Mervyn Christopher, Treasurer
P. O. Box 8359
St. Thomas, Virgin Islands 00801
#15 Borger Gade, Charlotte Amalie
St. Thomas, V.I.

William Dolphin

William Dolphin

William Dolphin, Secretary
P. O. Box 1271
St. Thomas, Virgin Islands 00801
#272 Anna's Retreat, St. Thomas
V.I.

TERRITORY OF THE VIRGIN ISLAND)
JUDICIAL DIVISION OF ST. THOMAS)
AND ST. JOHN)

SS:

ON THIS the 2nd day of June, 1982, before
me, the Undersigned officer, personally appeared CHARLES A.
HAMILTON, FRANK STAPLETON, MERVYN CHRISTOPHER, and WILLIAM DOLPHIN,
known to me (or satisfactorily proven) to be the persons whose
names are subscribed to the within instrument and acknowledged
that they executed the same for the purpose therein contained.

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

Notary Public

NOTARY PUBLIC
My Commission expires:

March 4, 1984

Consent of Agent for Service of Process

— 0 —

This writing witnesseth that the undersigned Charles A. Hamilton
(Type or print agent's name)

having been designated by the

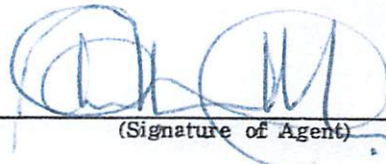
ST. THOMAS CRICKET ASSOCIATION, INC.

Name of Corporation

as agent of the said company upon whom service of process may be made in all suits arising against the said company in the Courts of the Virgin Islands, do hereby consent to act as such agent, and that service of process may be made upon me in accordance with Title 13 of the Virgin Islands Code.

IN WITNESS WHEREOF, I have hereunto set my signature this 18th day of

June, 1982



(Signature of Agent)

Subscribed and sworn to before me this 20 day of June, 1982
at Prof. Bldg. St. Thomas V.I.



(Notary Public)

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

C-477-82

CHARLOTTE AMALIE, ST. THOMAS

To All To Whom These Presents Shall Come:

I, the undersigned, LIEUTENANT GOVERNOR, do hereby certify that

THE ST. THOMAS CRICKET ASSOCIATION, INC.

(NON-PROFIT)

of the Virgin Islands filed in my office on July 1, 1982 as provided for by law, Articles of Incorporation, duly acknowledged; and that a duplicate original thereof has been filed in the Office of the Clerk of the District Court of the Virgin Islands;

WHEREFORE the persons named in the said Articles, and who have signed the same, and their successors, are hereby declared to be from the date aforesaid, a corporation by the name and for the purposes set forth in said Articles, with the right of succession as therein stated.

Witness my hand and the Seal of the Government of the Virgin Islands of the United States, at Charlotte Amalie, St. Thomas, this 6th day of July, A.D., 1982

(SEAL)

cc: Clerk of the District Court
District Director of Customs
Dept. of Finance
Consumer Services Administration

Henry A. Millin
Lieutenant Governor for the Virgin Islands

PROOF OF OWNERSHIP

(X) Deed

(X) Map (if referenced in deed)

(N/A) Title and Encumbrance Certificate

BARGAIN AND SALE DEED

This Indenture made this 17th day of December, 1968, by and between HENRY H. REICHOLD, hereinafter referred to as the "GRANTOR", and GOVERNMENT OF THE VIRGIN ISLANDS, hereinafter referred to as the "GRANTEE";

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE MILLION EIGHTY-THREE THOUSAND DOLLARS (\$1,083,000.00) the receipt of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) of which is hereby acknowledged; and the balance of SEVEN HUNDRED EIGHTY-THREE THOUSAND DOLLARS (\$783,000.00) which shall be payable in accordance with the terms of a Purchase Money Mortgage Bond and Indenture delivered simultaneously herewith, hereby grants, sells and conveys to the Grantee, its successors and assigns, in fee simple absolute, forever, all of that certain property located in St. Thomas, Virgin Islands of the United States, described as:

85
69

All that tract of land with the structures thereon in St. Thomas, Virgin Islands, lying and situated in Red Hook Quarter, matriculated as Estate Nazareth (Benners), No. 1 Red Hook Quarter, and more particularly as shown on a drawing of said tract prepared by N.O. Wells, C.E., dated January 22, 1959, and bearing Public Works Department File No. F 9-372-T59, referred to in the Deed dated January 1, 1959, from Antilles Enterprises, Inc., to Henry H. Reichhold, recorded June 24, 1959 in Book 42, Page 371, No. 1126 more fully described as:

TRACT NO. 1:

Beginning at the northwestern corner of Parcel No. 18 Estate Smith Bay, the line runs South 02 degrees 49 minutes West a distance of 1319.5 feet, more or less, along Parcel No. 18 to a point; thence turning and running in a general westerly direction a distance of Ca 3620 feet, along the Public Road, to a point located North 02 degrees 49 minutes East a distance of 124 feet, more or less, from Muhlenfelds bound post on the dividing line between Estate Frydenhoj and Estate Benners; thence turning and running North 02 degrees 49 minutes East a distance of 2643 feet, more or less, along Estate Frydenhoj, to the southwestern corner of Parcel No. 1 Estate Nazareth; thence turning and running in a general

Easterly direction along the road adjacent to Parcel No. 1, a distance of 273 feet, more or less, to a bound post; thence turning and running North 49 degrees 04 minutes West a distance of 288 feet, more or less, along Parcel No. 1, to a bound post; thence turning and running South 87 degrees 11 minutes East a distance of 960 feet, more or less, along Parcel No. 19 A Estate Smith Bay, to a bound post; thence in the same direction a distance of 2082 feet, more or less, along Parcel No. 17 Estate Smith Bay, to the point of beginning. The area of Tract 1 is 161.1 acres, more or less.

TRACT NO. 2:

Beginning at the bound post at the Northwestern corner of Parcel No. 11 Estate Nazareth, the line runs South 16 degrees 43 minutes 40 seconds West a distance of 153.0 feet, more or less, along Parcel No. 11, to a bound post; thence in the same direction a distance of Ca 13 feet, along Parcel No. 11, to the sea; thence turning and running in a general westerly and southerly direction a distance of Ca 900 feet, along the sea, to a point; thence turning and running South 33 degrees 11 minutes 30 seconds West a distance of Ca 50 feet, to a bound post; thence turning and running along a curve with a radius of 101.19 feet, a distance of 120.12 feet, more or less, to a point; thence turning and running North 77 degrees 54 minutes 30 seconds West a distance of 207.61 feet, more or less, to a point; thence turning and running along a curve with a radius of 1191.28 feet, a distance of 145.88 feet, more or less, to a point; thence turning and running North 85 degrees 52 minutes 30 seconds West a distance of 159.49 feet, more or less, to a bound post; thence turning and running in a general easterly direction a distance of Ca 1210 feet, along the Public Road, to the point of beginning. The area of Tract 2 is 4.8 acres, more or less.

All distances are in English feet, and all bearings are related to the Lambert Grid;

and

All that tract of land in St. Thomas, Virgin Islands, lying and situated in Eastend Quarter, matriculated as Parcel No. 19A of Estate Smith Bay, No. 1, 2 and 3 Eastend Quarter, and more particularly as shown on a drawing of said Parcel prepared by N.O. Wells, C.E., dated October 8, 1946, and bearing Public Works Department File No. B9-2-T46, and described as follows:

Beginning at the Southeast corner of Parcel No. 19, the line runs:

North 81 degrees 54 minutes West a distance of 960 feet, more or less, along Estate Benners to a bound post; thence turning and running

North 8 degrees 06 minutes East a distance of 144 feet, more or less, to a bound post; thence turning and running

South 72 degrees 47 minutes East a distance of 967 feet, more or less, to the point of beginning

The above bounded tract contains 1.6 acres, more or less.

All distances are in English feet and all bearings are related to the magnetic meridian of 1921;

It being understood that 25 acres of the above property of a value of SEVEN THOUSAND SIX HUNDRED (\$7,600.00) DOLLARS per acre, or a total value of ONE HUNDRED NINETY THOUSAND (\$190,000.00) DOLLARS, is hereby deeded to the Government as a gift provided the same qualifies as a deduction under Section 170 (a) (b) (Charitable Deductions) of the 1954 Internal Revenue Code, and the balance of 142.5 acres as a sale to the Government, but if a favorable income tax ruling for the Grantor is not received by the Grantor on or before December 31, 1968, it is understood and agreed that the Government will purchase said 25 acres at an additional price of ONE HUNDRED NINETY THOUSAND (\$190,000.00) DOLLARS, which amount shall be added to and included in the payments to be made under the aforesaid Purchase Money Mortgage Bond and Indenture.

Together with all of the appurtenances and all of the estate, right, title and interest of the Grantor, his heirs and assigns, in and to said premises granted.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee; its successors and assigns forever, in fee simple absolute; subject however, to recorded easements for power and communication dated February 6, 1954 and November 24, 1956 both recorded in Book 4 K, pages 241 and 246 respectively and numbered 151 and 122 and subject to any other easements or restrictions of record.

IN WITNESS WHEREOF, the GRANTOR, HENRY H. REICHOLD, has hereunto set his hand and seal by and through JOHN F. GOETZ,

his attorney in fact this 17th day of December, A.D., 1968 under power of attorney dated December 12th, 1968.

IN PRESENCE OF:

John F. Goetz, Jr.
JOHN F. GOETZ, JR.

Celeste M. Pierce
CELESTE M. PIERCE

Henry H. Reichhold
By John F. Goetz
Attorney in Fact
HENRY H. REICHHOLD, By
JOHN F. GOETZ, attorney in
fact under power of attorney
dated December 12, 1968.

STATE OF MICHIGAN }
COUNTY OF WAYNE } ss.

On this the 17th day of December, A.D., 1968 before me
PAUL V. RAHALEY, a Notary Public in and for the County of Wayne,
State of Michigan, personally appeared JOHN F. GOETZ, known to
me to be the person whose name is subscribed as attorney in fact
for HENRY H. REICHHOLD and acknowledged that he executed the same
as the act of his principal for the purposes therein contained.

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

Paul V. Rahaley
PAUL V. RAHALEY, Notary Public,
Wayne County, Michigan

My Commission expires: JANUARY 10, 1969

Nº B382384

STATE OF MICHIGAN, ss.
County of Wayne

E-139

NOTARIAL ACKNOWLEDGMENT

I, EDGAR M. BRANIGIN, Clerk of the Circuit Court for the County of Wayne, which is a Court of Record, having a seal

Do Hereby Certify, That PAUL V. RAHALEY whose name is subscribed to the Certificate or Proof of acknowledgment of the annexed instrument and therein written, was, at the time of taking such proof or acknowledgment a Notary Public in and for said County, duly commissioned and qualified and duly authorized to take the same. And, further, That I am well acquainted with the handwriting of such Notary Public, and verily believe that the Signature to the said Certificate or proof of acknowledgment is genuine. I further certify, That said instrument is executed and acknowledged according to the laws of this State.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County, at Detroit, this 17TH day of DEC. A. D. 1968

EDGAR M. BRANIGIN, Clerk

J. R. SANSON III Deputy Clerk
J. R. SANSON III

Office of the Tax Assessor
Charlotte Amalie
St. Thomas, V. I.

JANUARY 10, 1969

This is to certify that, except as
noted, the above-mentioned property/
property does not have any taxes
to the Municipality of St. Thomas and
St. John, Virgin Islands, for the past
five calendar years.

[Signature]
Tax Assessor

ATTEST:

IT IS HEREBY CERTIFIED THAT THE ABOVE
MENTIONED PROPERTY IS WHICH, ACCORD-
ING TO Bargain and Sale Deed dated Dec. 17, 1966
BELONGS TO The Government of the Virgin Island
HAS NOT, ACCORDING TO THE RECORDS
OF THIS OFFICE, UNDERGONE ANY
CHANGES AS TO BOUNDARIES AND AREA

OFFICE OF THE PUBLIC SURVEYOR
ST. THOMAS, V. I., January 3, 1969

[Signature]
PUBLIC SURVEYOR

PROPERTY OF SURVEYOR'S RECORD
FOR COUNTRY PROPERTY, BOOK FOR
Estate Nazareth, No. 1 Red Hook
Quarter and Estate Smith Bay, Nos.
1, 2 & 3 East End Quarter, St. Thomas,
V. I.

OFFICE OF PUBLIC SURVEYOR
ST. THOMAS, V. I., Jan. 3, 1969

[Signature]
PUBLIC SURVEYOR

Recorded and entered in the Recorder's Book for the District
of St. Thomas and St. John, Virgin Islands of the U. S. A.
Protocol 10-F, Page 303 Sub No. 4685 and noted in the Real
(Personal) Property Register for Aux 2 page 201
Quarter, No. 22 (Auxiliary 22 Page 42)

THE RECORDER'S OFFICE,
St. Thomas

[Signature]
January 10, 1969

RECEIVED

1969 JAN 10 AM 10 13

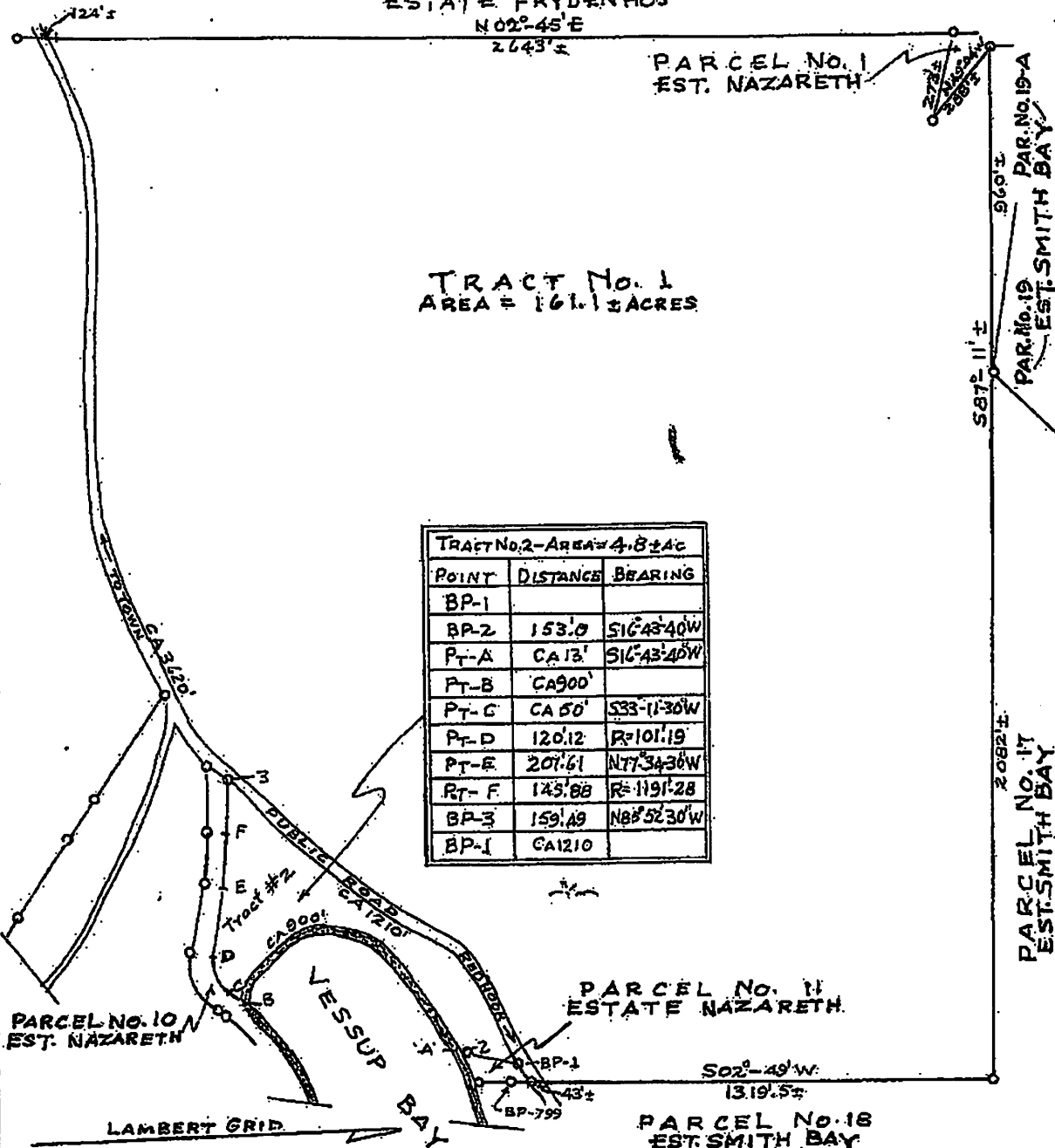
OFFICE OF
THE
RECORDER OF DEEDS

ESTATE FRYDENHOJ
N02°-45'E
2643'±

PARCEL NO. 1
EST. NAZARETH

TRACT No. 1
AREA = 161.1± ACRES

TRACT No. 2 - AREA = 4.8± AC		
POINT	DISTANCE	BEARING
BP-1		
BP-2	153.0	S16°43'40"W
PT-A	CA 13'	S16°43'40"W
PT-B	CA 900'	
PT-C	CA 50'	S33-11-30W
PT-D	120.12	R=101°19'
PT-E	201.61	N77°34'36"W
PT-F	145.88	R=119°28'
BP-3	159.49	N88°52'30"W
BP-I	CA 1210'	



OFFICE OF N. C. WELLS, C.E. — ST. THOMAS, V. I.

SURVEY: N.O.W.-H.W.B.
DRAWN: N.O.W.-H.W.B.
TRACED: W.H.B.
SCALE: 1"=400'
DATE: 1-22-59

ESTATE NAZARETH (DENNERS)
No. 1 RED HOOK QUARTER
SAINT THOMAS
VIRGIN ISLANDS
BY _____

APPROVED FOR RECORD _____

PUBLIC SURVEYOR

P.W.D. FILE No.
F 9-372-T59

F 9-372-T59

Resolution

of the St. Thomas Cricket Association, A Virgin Islands Corporation

WHEARAS, The St. Thomas Cricket Associaton desires to lease Parcel N-2 of Tract 1., Estate Nazareth, St. Thomas, U.S. Virgin Islands.

WHEREAS, The Board of Directors met on January 13, 2026, on St. Thomas, V.I. and considered the Lease of the above referenced property.

WHEREAS, the Board unanimously voted to Lease Parcel N-2 of Tract 1., Estate Nazareth, St. Thomas, U.S. Virgin Islands, the above referenced property from the Government of the Virgin Islands.

NOW THEREFORE, BE IT RESOLVED:

1. That the Board of Directors of the St. Thomas Cricket Association, a Virgin Islands Corporation, has authorized the request to Lease of Parcel N-2 of Tract 1., Estate Nazareth, St. Thomas, U.S. Virgin Islands.
2. Resolved, that the form of Lease Agreement submitted to this meeting be, and the same hereby is, approved; and that the President of this Board be, and hereby is, authorized and directed to execute and deliver said Lease Agreement to the Government of the Virgin Islands on behalf of and in the name of this Board, substantially in the form presented to and approved at this meeting, with such changes therein as may be approved by him, her execution thereof to be conclusive evidence of such approval; and be it further
3. "Resolved, that the President of this Board be hereby authorized and directed to do and perform all such acts and things and to sign all such other documents and certificates and to take all such other steps as may be necessary or advisable and convenient and proper to carry out the intent of the foregoing resolutions and fully to perform the provision of said lease."

AND I do further certify that said resolutions have not been in anywise amended, annulled, rescinded, or revoked and that the same are in full force and effect on the date hereof, and that the officers and directors of the Board on the date hereof are as follows:

Doyle Jones
President

Calvery Gibson
Asst. Secretary Treasurer

Victor Sydney
Vice President

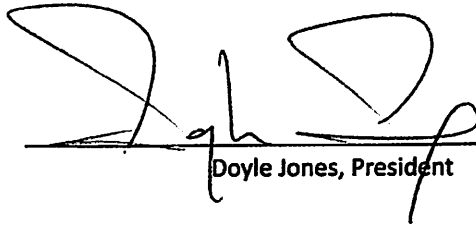
Kenneth Allen
Asst. Public Relationship Officer

Nyby Douglas
Secretary

Paul Alexander
Public Relationship Officer

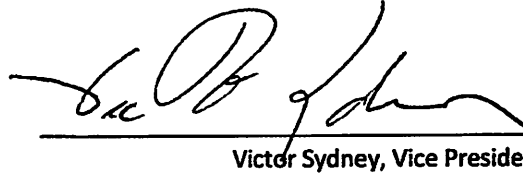
Adeline Alexander
Treasurer

Director



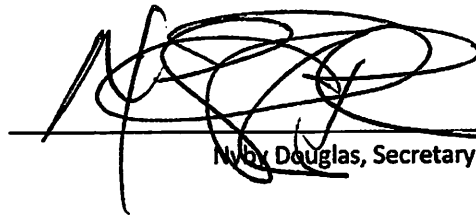
Doyle Jones, President

Director



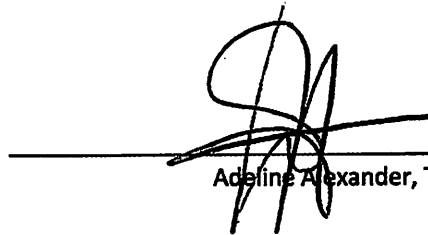
Victor Sydney, Vice President

Director



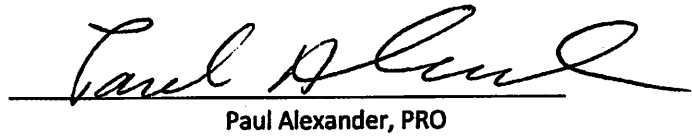
Nuby Douglas, Secretary

Director



Adeline Alexander, Treasurer

Director



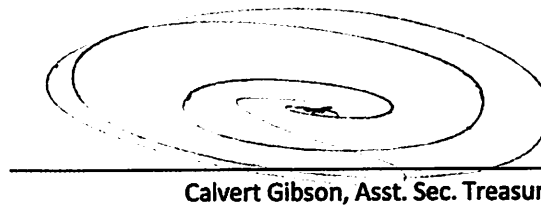
Paul Alexander, PRO

Director



Kenneth Allen, Asst. PRO

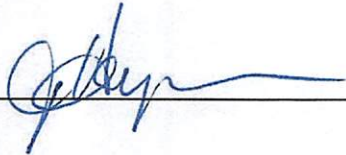
Director

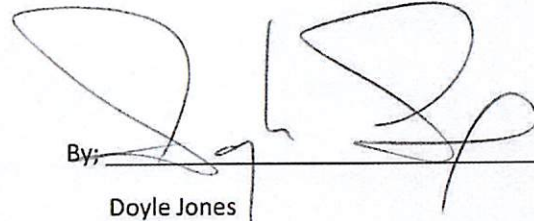


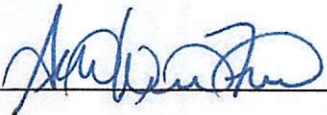
Calvert Gibson, Asst. Sec. Treasurer

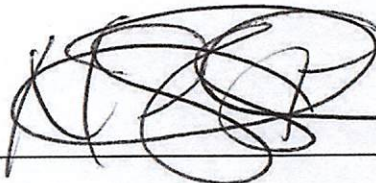
In witness whereof, we have hereunto signed our names and affixed our seals this 21 day
of September, 2026.

WITNESS:

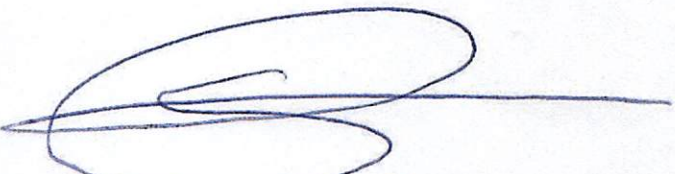



By: _____
Doyle Jones
President




Attest: _____
Nyby Douglas
Secretary




Clive C. Rivers, Esq.
Notary Public
LNP-160-23
My Commission Expires: September 10, 2027
St. Thomas/St. John, U.S. Virgin Islands

PROOF OF OWNERSHIP

(X) Deed

(X) Map (if referenced in deed)

(N/A) Title and Encumbrance Certificate

BARGAIN AND SALE DEED

This Indenture made this 17th day of December, 1968, by and between HENRY H. REICHOLD, hereinafter referred to as the "GRANTOR", and GOVERNMENT OF THE VIRGIN ISLANDS, hereinafter referred to as the "GRANTEE";

WITNESSETH: That the GRANTOR, for and in consideration of the sum of ONE MILLION EIGHTY-THREE THOUSAND DOLLARS (\$1,083,000.00) the receipt of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) of which is hereby acknowledged; and the balance of SEVEN HUNDRED EIGHTY-THREE THOUSAND DOLLARS (\$783,000.00) which shall be payable in accordance with the terms of a Purchase Money Mortgage Bond and Indenture delivered simultaneously herewith, hereby grants, sells and conveys to the Grantee, its successors and assigns, in fee simple absolute, forever, all of that certain property located in St. Thomas, Virgin Islands of the United States, described as:

85
69

All that tract of land with the structures thereon in St. Thomas, Virgin Islands, lying and situated in Red Hook Quarter, matriculated as Estate Nazareth (Benners), No. 1 Red Hook Quarter, and more particularly as shown on a drawing of said tract prepared by N.O. Wells, C.E., dated January 22, 1959, and bearing Public Works Department File No. F 9-372-T59, referred to in the Deed dated January 1, 1959, from Antilles Enterprises, Inc., to Henry H. Reichhold, recorded June 24, 1959 in Book 42, Page 371, No. 1126 more fully described as:

TRACT NO. 1:

Beginning at the northwestern corner of Parcel No. 18 Estate Smith Bay, the line runs South 02 degrees 49 minutes West a distance of 1319.5 feet, more or less, along Parcel No. 18 to a point; thence turning and running in a general westerly direction a distance of Ca 3620 feet, along the Public Road, to a point located North 02 degrees 49 minutes East a distance of 124 feet, more or less, from Muhlenfelds bound post on the dividing line between Estate Frydenhoj and Estate Benners; thence turning and running North 02 degrees 49 minutes East a distance of 2643 feet, more or less, along Estate Frydenhoj, to the southwestern corner of Parcel No. 1 Estate Nazareth; thence turning and running in a general

Easterly direction along the road adjacent to Parcel No. 1, a distance of 273 feet, more or less, to a bound post; thence turning and running North 49 degrees 04 minutes West a distance of 288 feet, more or less, along Parcel No. 1, to a bound post; thence turning and running South 87 degrees 11 minutes East a distance of 960 feet, more or less, along Parcel No. 19 A Estate Smith Bay, to a bound post; thence in the same direction a distance of 2082 feet, more or less, along Parcel No. 17 Estate Smith Bay, to the point of beginning. The area of Tract 1 is 161.1 acres, more or less.

TRACT NO. 2:

Beginning at the bound post at the Northwestern corner of Parcel No. 11 Estate Nazareth, the line runs South 16 degrees 43 minutes 40 seconds West a distance of 153.0 feet, more or less, along Parcel No. 11, to a bound post; thence in the same direction a distance of Ca 13 feet, along Parcel No. 11, to the sea; thence turning and running in a general westerly and southerly direction a distance of Ca 900 feet, along the sea, to a point; thence turning and running South 33 degrees 11 minutes 30 seconds West a distance of Ca 50 feet, to a bound post; thence turning and running along a curve with a radius of 101.19 feet, a distance of 120.12 feet, more or less, to a point; thence turning and running North 77 degrees 54 minutes 30 seconds West a distance of 207.61 feet, more or less, to a point; thence turning and running along a curve with a radius of 1191.28 feet, a distance of 145.88 feet, more or less, to a point; thence turning and running North 85 degrees 52 minutes 30 seconds West a distance of 159.49 feet, more or less, to a bound post; thence turning and running in a general easterly direction a distance of Ca 1210 feet, along the Public Road, to the point of beginning. The area of Tract 2 is 4.8 acres, more or less.

All distances are in English feet, and all bearings are related to the Lambert Grid;

and

All that tract of land in St. Thomas, Virgin Islands, lying and situated in Eastend Quarter, matriculated as Parcel No. 19A of Estate Smith Bay, No. 1, 2 and 3 Eastend Quarter, and more particularly as shown on a drawing of said Parcel prepared by N.O. Wells, C.E., dated October 8, 1946, and bearing Public Works Department File No. B9-2-T46, and described as follows:

Beginning at the Southeast corner of Parcel No. 19, the line runs:

North 81 degrees 54 minutes West a distance of 960 feet, more or less, along Estate Benners to a bound post; thence turning and running

North 8 degrees 06 minutes East a distance of 144 feet, more or less, to a bound post; thence turning and running

South 72 degrees 47 minutes East a distance of 967 feet, more or less, to the point of beginning

The above bounded tract contains 1.6 acres, more or less.

All distances are in English feet and all bearings are related to the magnetic meridian of 1921;

It being understood that 25 acres of the above property of a value of SEVEN THOUSAND SIX HUNDRED (\$7,600.00) DOLLARS per acre, or a total value of ONE HUNDRED NINETY THOUSAND (\$190,000.00) DOLLARS, is hereby deeded to the Government as a gift provided the same qualifies as a deduction under Section 170 (a) (b) (Charitable Deductions) of the 1954 Internal Revenue Code, and the balance of 142.5 acres as a sale to the Government, but if a favorable income tax ruling for the Grantor is not received by the Grantor on or before December 31, 1968, it is understood and agreed that the Government will purchase said 25 acres at an additional price of ONE HUNDRED NINETY THOUSAND (\$190,000.00) DOLLARS, which amount shall be added to and included in the payments to be made under the aforesaid Purchase Money Mortgage Bond and Indenture.

Together with all of the appurtenances and all of the estate, right, title and interest of the Grantor, his heirs and assigns, in and to said premises granted.

TO HAVE AND TO HOLD the premises herein granted unto the Grantee; its successors and assigns forever, in fee simple absolute; subject however, to recorded easements for power and communication dated February 6, 1954 and November 24, 1956 both recorded in Book 4 K, pages 241 and 246 respectively and numbered 151 and 122 and subject to any other easements or restrictions of record.

IN WITNESS WHEREOF, the GRANTOR, HENRY H. REICHOLD, has hereunto set his hand and seal by and through JOHN F. GOETZ,

his attorney in fact this 17th day of December, A.D., 1968 under power of attorney dated December 12th, 1968.

IN PRESENCE OF:

John F. Goetz, Jr.
JOHN F. GOETZ, JR.

Celeste M. Pierce
CELESTE M. PIERCE

Henry H. Reichhold
By John F. Goetz
Attorney in Fact
HENRY H. REICHHOLD, By
JOHN F. GOETZ, attorney in
fact under power of attorney
dated December 12, 1968.

STATE OF MICHIGAN)
COUNTY OF WAYNE) ss.

On this the 17th day of December, A.D., 1968 before me
PAUL V. RAHALEY, a Notary Public in and for the County of Wayne,
State of Michigan, personally appeared JOHN F. GOETZ, known to
me to be the person whose name is subscribed as attorney in fact
for HENRY H. REICHHOLD and acknowledged that he executed the same
as the act of his principal for the purposes therein contained.

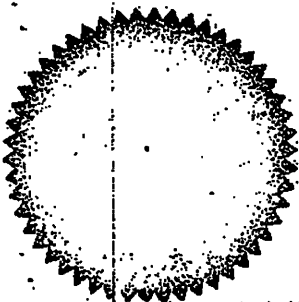
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Paul V. Rahaley
PAUL V. RAHALEY, Notary Public,
Wayne County, Michigan

My Commission expires: JANUARY 10, 1969

Nº B382384

STATE OF MICHIGAN,
County of Wayne



B-339

NOTARIAL ACKNOWLEDGMENT

I, EDGAR M. BRANIGIN, Clerk of the Circuit Court for the County of Wayne, which is a Court of Record, having a seal

Do Hereby Certify, That PAUL V. RAHALEY whose name is subscribed to the Certificate or Proof of acknowledgment of the annexed instrument and therein written, was, at the time of taking such proof or acknowledgment a Notary Public in and for said County, duly commissioned and qualified and duly authorized to take the same. And, further, That I am well acquainted with the handwriting of such Notary Public, and verily believe that the Signature to the said Certificate or proof of acknowledgment is genuine. I further certify, That said instrument is executed and acknowledged according to the laws of this State.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court and County, at Detroit, this 17TH day of DEC. A. D. 1968

EDGAR M. BRANIGIN, Clerk

J. R. SANSON III Deputy Clerk
J. R. SANSON III

Office of the Tax Assessor
Charlotte Amalie
St. Thomas, V. I.

JANUARY 10, 1969

This is to certify that, except as noted, the above-mentioned property/property is not subject to any taxes to the Municipality of St. Thomas and St. John, Virgin Islands, for the past five calendar years.

[Signature]
Tax Assessor

ATTEST:

IT IS HEREBY CERTIFIED THAT THE ABOVE MENTIONED PROPERTY IS WHICH, ACCORDING TO Bargain and Sale Deed dated Dec. 17, 1966 BELONGS TO The Government of the Virgin Islands HAS NOT, ACCORDING TO THE RECORDS OF THIS OFFICE, UNDERGONE ANY CHANGES AS TO BOUNDARIES AND AREA

OFFICE OF THE PUBLIC SURVEYOR
ST. THOMAS, V. I., January 3, 1969

[Signature]
PUBLIC SURVEYOR

PROPERTY OF THE PUBLIC SURVEYOR'S RECORDS
FOR COUNTRY PROPERTY, BOOK FOR
Estate Nazareth, No. 1 Red Hook
Quarter and Estate Smith Bay, Nos.
1, 2 & 3 East End Quarter, St. Thomas,
V. I.

[Signature]
PUBLIC SURVEYOR

Recorded and entered in the Recorder's Book for the District of St. Thomas and St. John, Virgin Islands of the U. S. A., Protocol 10-F, Page 203 Sub No. 4685 and noted in the Real (Personal) Property Register for Aux 2 page 201 Quarter No. 22 (Auxiliary 22 Page 42)

THE RECORDER'S OFFICE,
St. Thomas

[Signature]
January 10, 1969

RECEIVED

1969 JAN 10 AM 10 13

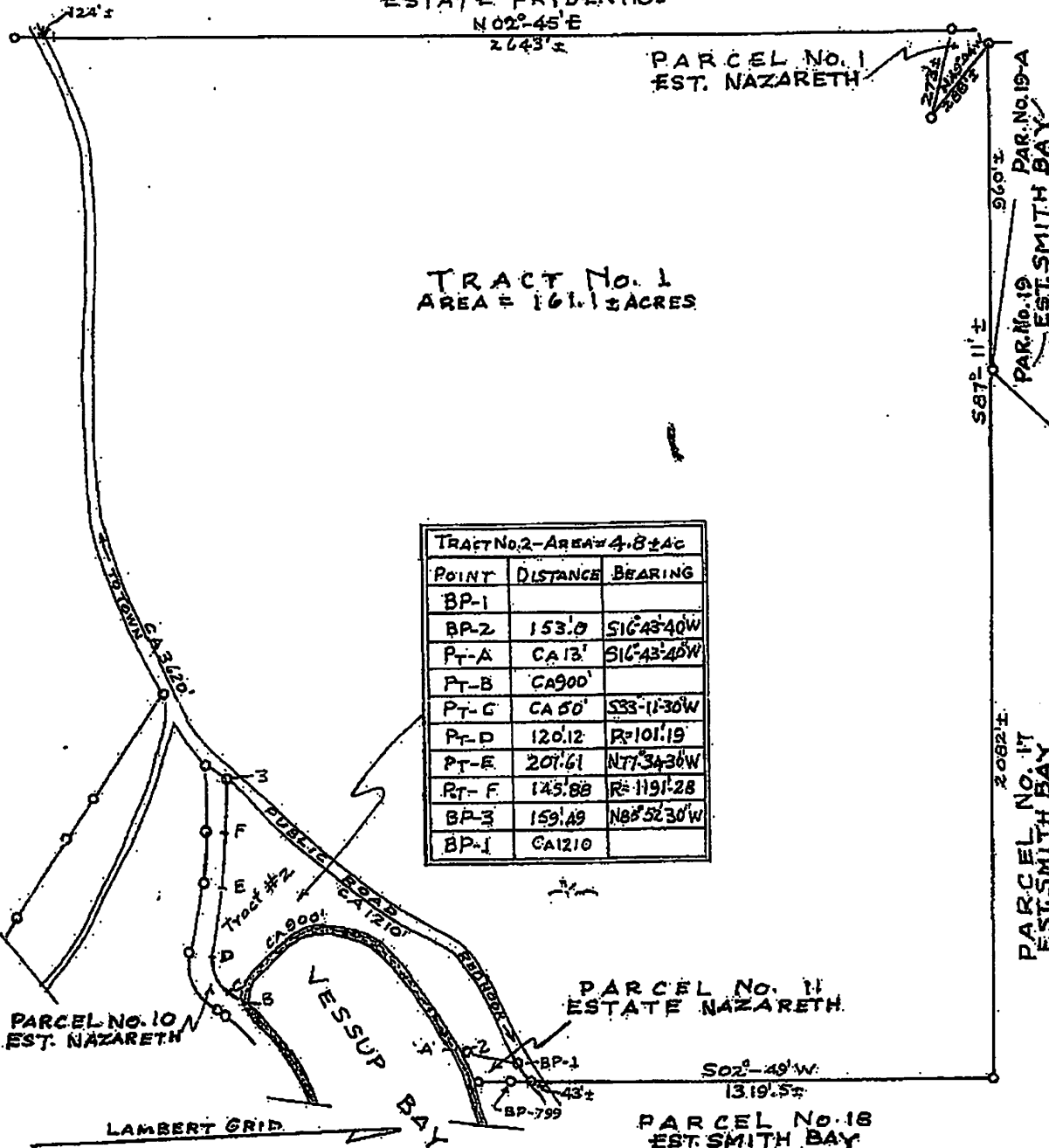
OFFICE OF THE
RECORDERS OF DEEDS

ESTATE FRYDENHOJ
N02°45'E
2643'±

PARCEL No. 1
EST. NAZARETH

TRACT No. 1
AREA = 161.1± ACRES

TRACT No. 2 - AREA = 4.8± AC		
POINT	DISTANCE	BEARING
BP-1		
BP-2	153.0	S16°43'40"W
PT-A	CA 13'	S16°43'40"W
PT-B	CA 900'	
PT-C	CA 50'	S33°11'30"W
PT-D	120.12	R=101°19'
PT-E	201.61	N77°34'30"W
PT-F	145.88	R=119°28'
BP-3	159.49	N88°52'30"W
BP-1	CA 1210'	



OFFICE OF N. C. WELLS, C.E. — ST. THOMAS, V. I.

SURVEYING: N.C.W. & H.W.B.
DRAWN: N.C.W. & H.W.B.
TRACED: W.H.B.
SCALE: 1"=400'
DATE: 1-22-59

ESTATE NAZARETH (DENNERS)
No. 1 RED HOOK QUARTER
SAINT THOMAS
VIRGIN ISLANDS
BY

APPROVED FOR RECORD

PUBLIC SURVEYOR

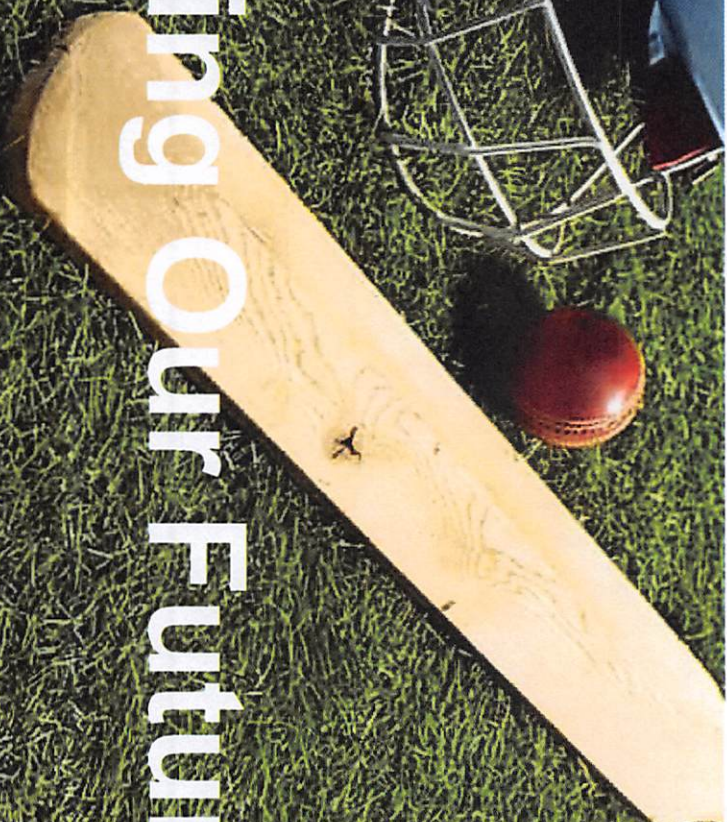
P.W.D. FILE No.
F 9-372-T59

F 9-372-T59



St. Thomas Cricket Association

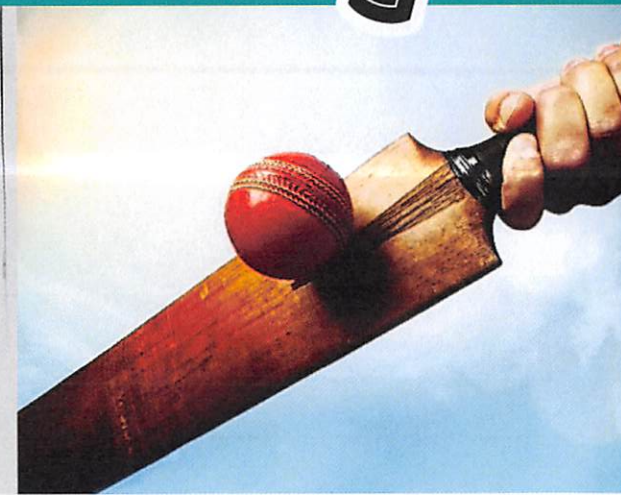
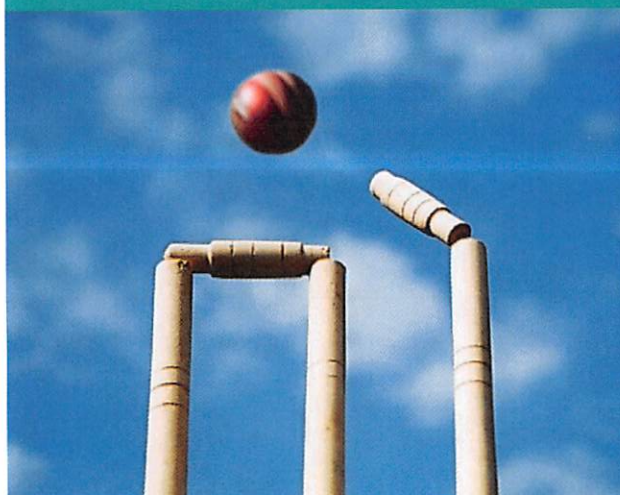
Rebuilding Our Future

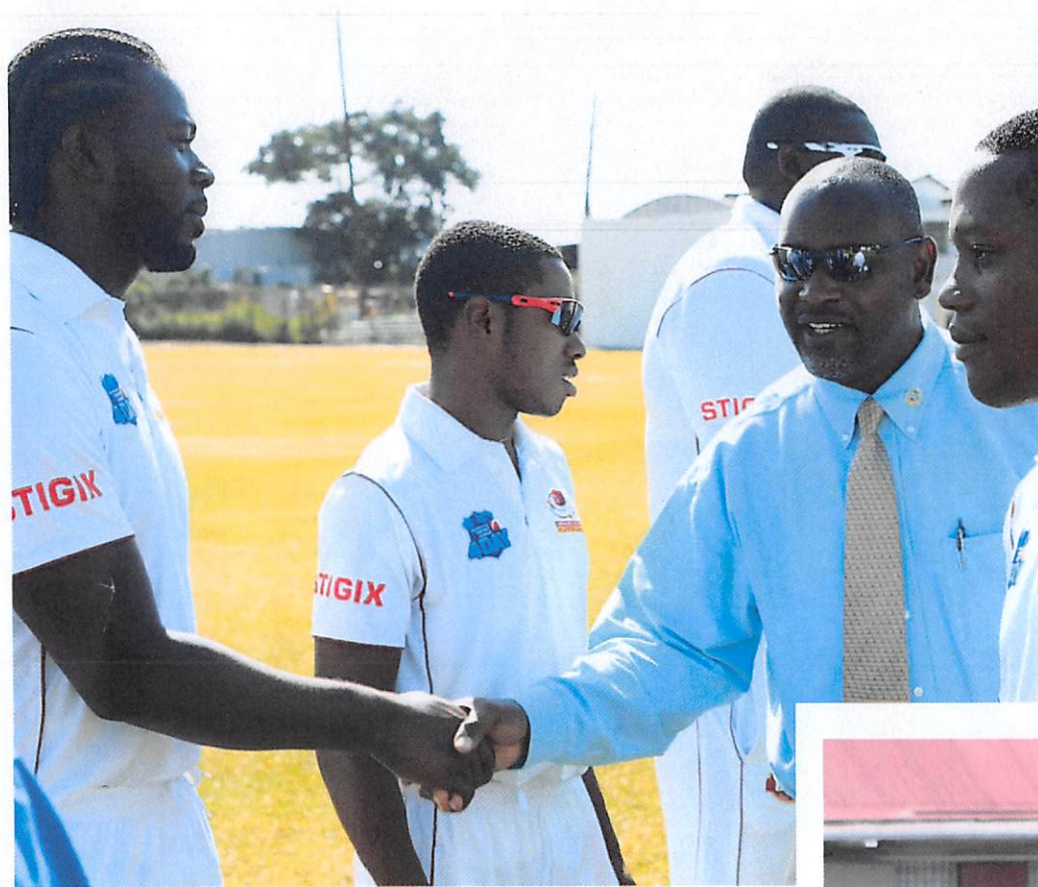




HISTORY OF CRICKET IN USVI

Cricket has been an established sport in the United States Virgin Islands for well over 80 years. The sport of Cricket has contributed to our community in many ways as it brings excitement for our residents and visitors alike. Over the years, the Virgin Islands have hosted a slew of tournaments that brought thousands of visitors to our shores. Great Virgin Islanders such as the late Lionel Roberts, Sustin Violet, (Ceddie?) Canegeta and many others contributed to the game we love dearly.





CRICKET ASSOCIATIONS



Cricket West Indies is the lead organization for Cricket in the Caribbean region. The Leeward Islands Cricket Association is the lead organizer for cricket in the eastern Caribbean region. The makeup of our region includes neighboring islands including Antigua, British Virgin Islands, and St. Martin to name a few. Our territorial Association, the Virgin Islands Cricket Board (VICB) – formerly the American Paradise Cricket Association is the leader of our two sub-district association – the St. Thomas Cricket Association (STCA) and the Twin City Cricket Association (TCCA).





ST. THOMAS CRICKET ASSOCIATION

The leaders of the local organization are:

Positions	VICB	STCA	TCCA
President	Adeline Alexander	Doyle Jones	Marclin Lockhart
Vice President	Marclin Lockhart	Victor Sydney	Lennox Galloway
Treasurer	Michael Bicette	Adeline Alexander	Reynold Sharplis
Secretary	Doyle Jones	Nyby Douglas	Edna Tuitt
Asst. Secretary/Treasurer	Edna Tuitt	Calvert Gibson	
Public Relation Officer	Calvert Gibson	Paul Alexander	Alex Elize
Asst. Public Relation Officer	Terry Sharplis	Kenneth Allen	

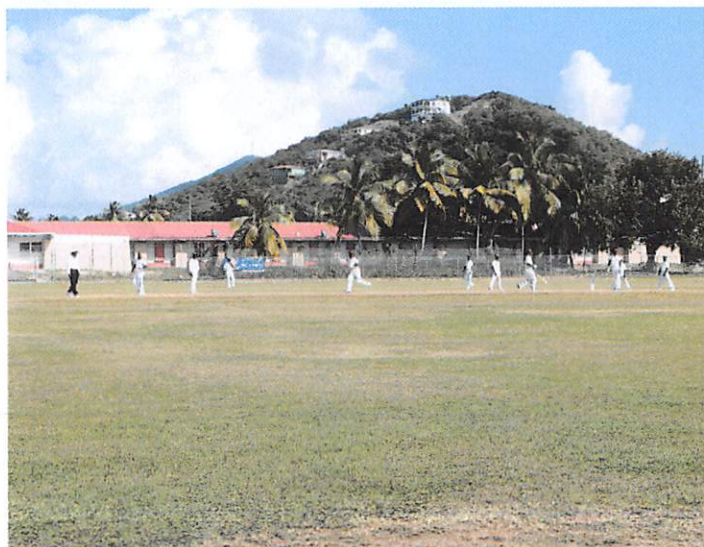




HISTORY OF CRICKET IN USVI

As you are aware, the United States Virgin Islands were severely affected by two category five hurricanes. These storms severely impacted the Cricket facility in the STT/STJ district during and after the storms. The two fields that were known to host cricket and other sport related activities were utilized as emergency debris holding sites. The main Cancryn ground is now leased to Tropical and Crowley Shipping.

Before



After



Mountains of debris fill the former cricket field next to Cancryn Junior High School on St. Thomas.
Daily News photo by SIAN PERRY



Rebuilding Our Future

The Future



Is NOW





OUR GOALS



GOAL 1

Development of an
International Cricket
Facility



GOAL 2

Development of
Children's Program



GOAL 3

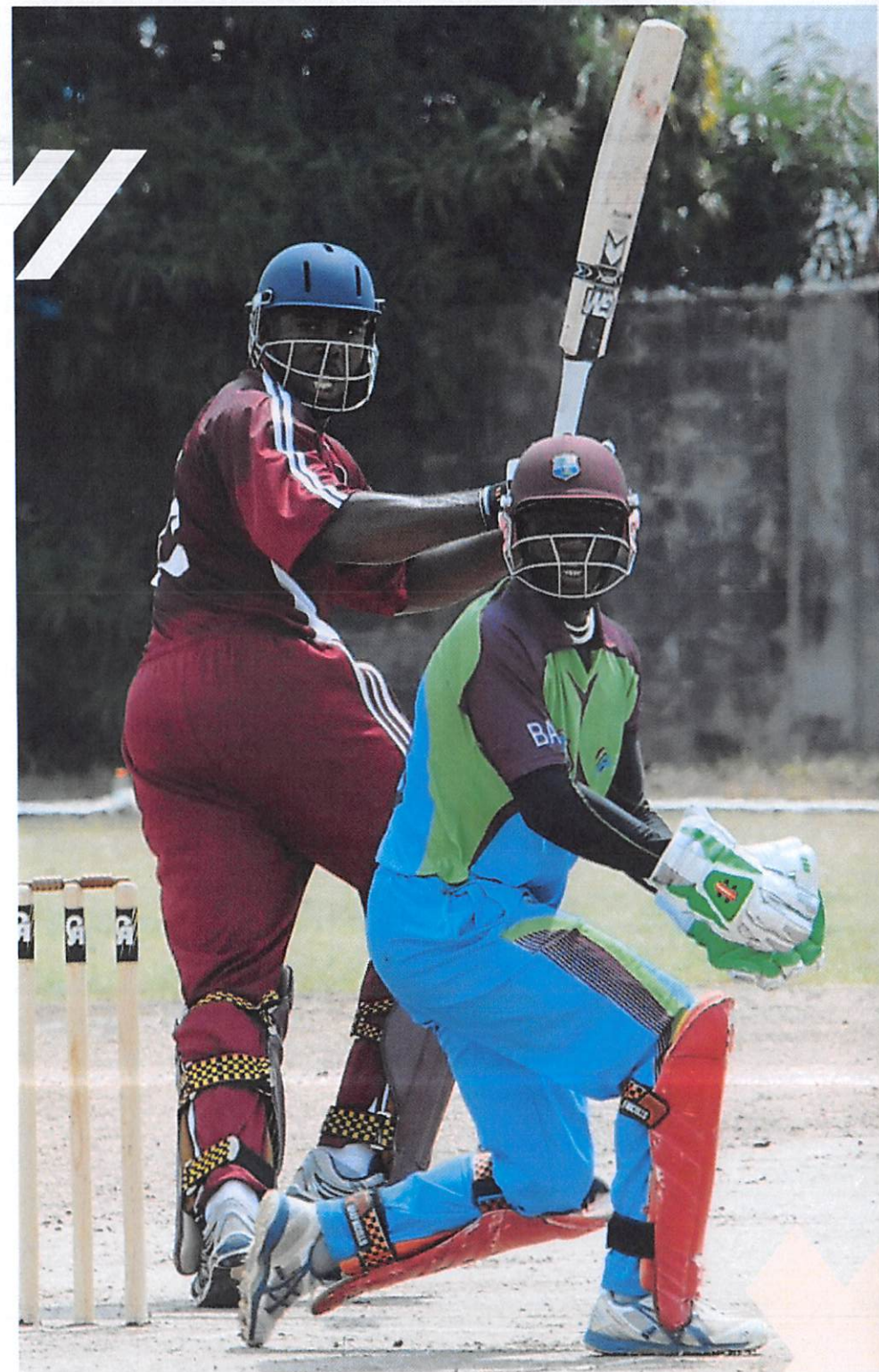
Development and Training
of Coach and Match
Officials to Manage
Games Correctly



OUR REQUEST

The STCA is requesting the following:

- Immediate access to the property located at, Nazareth, St. Thomas, VI, property number: 107702012600.
- STCA is calling for the Government of the Virgin Islands to build and maintain an International Cricket Facility on the property located at, Nazareth, St. Thomas, VI, property number: 107702012600.
- The STCA will maintain and manage the facility by scheduling fun festivities for the community, but not limited to: tourism sponsored tournaments, first class matches, and West Indies sponsored games to secure a return on investment for the territory.



THE VISION



REBUILDING OUR FUTURE

Rebuilding will be conducted in three phases to build and prepare grounds for local league to begin playing as soon as possible. The STCA will use the minimum requirements as set by the International Cricket Council, with every intention of upgrading to first class (what organization requires?) requirements in various phases to follow.



Phase I

The Phase will begin once the STCA receives immediate access to the ground at Nazareth, St. Thomas, VI, property number: 107702012600. This will include an investment from Private Investors, the Government of the Virgin Islands, and the STCA.



Phase II & III

These phases will begin once the Government of the Virgin Islands secures the investment to begin construction.

ITEM	INTERNATIONAL MINIMUM REQUIREMENTS
Field	140 wide x 160 long (yards); flat surface
Pitch	2 pitches wide; flat; grassed, flat surface
Fence	timber; steel; aluminum
Boundary rope	3 yards from fence, / advertising hoardings
Players viewing enclosure	2 separate viewing areas/gallery; min seating 18 persons; secure from public - Minimum seating 18 persons - Secure from public with - Secure Access from change rooms
Practice Facilities	2 or more pitches off field facilities
Players Pavilion	MINIMUM REQUIREMENT - min size 50 sq/m + toilet facilities 2 separate facilities - 1 for each team - bench seating as minimum - Adequate ventilation for player comfort - Toilets – 1 cubicle & 2 urinals OR 2 cubicles; 3 showers - Adequate Dining Area to host teams and match officials at one sitting - Dressing Rooms not visible to public / Privacy - Viewing Room accessible from change room
MEDIA/SCORING	
Media	Secure covered elevated area with full unobstructed view of field of play and scoreboard (preferably located between long on/off arc either side of field; must have protection from rain on all sides)
Press/Photography	Minimum 10 workstations with adequate workspace for computer and notebook (tables and chairs may be used providing of reasonable height)
Radio commentary (if applicable)	Secure covered elevated area located within the long on/off arc on either side of field, with full unobstructed view of field of play and scoreboard; must have protection from wind on left and right sides and back and protection from rain on all sides

PHASE I Estimated Costs

1. Earthmoving & Grading (Cost \$250,000)

- a. Clearing of site
- b. Removal of all vegetation
- c. Strip off topsoil from site
- d. Cut and fill sub soil
- e. Return topsoil to site

2. Primary Drainage (Cost \$150,000)

- a. Excavate trench to a predetermined gradient
- b. Backfill trench using gravel, blinding sand and a sandy free draining topsoil

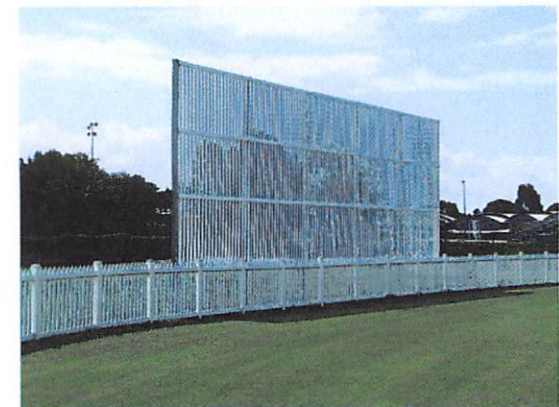
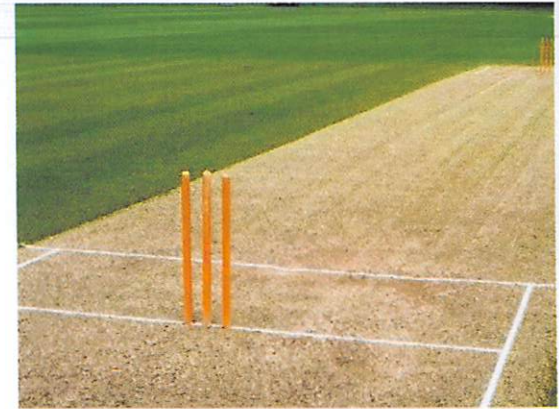
3. Apply grass seed (cost \$60,000)

- a. Cultivate site using plough, harrows or cultivator
- b. Blade grade the whole site as many times as necessary
- c. Bury stones so that no stones above 30 mm are visible on the surface
- d. Produce a satisfactory seed bed using harrows and roller to form fine tilth
- e. Apply a pre-seeding fertilizer to entire site, excluding the cricket square
- f. Supply and sow the area with grass seed at the rate of 250 kg/ha



PHASE I Estimated Continued

4. Build Cricket pitch (Cost \$70,000)
 - a. Minimum 2 pitch wide – flat surface
 - b. Excavate original soil down to a depth of 325mm formation level
 - c. Apply suitable herbicide to formation level to prevent weed growth
 - d. For drainage – excavate trench and provide perimeter drain around the square
 - e. Supply and lay 50 mm coarse sand blinding layer
5. Build sight screen (Cost \$50,000)
 - f. Built to specification
6. Purchase Electronic Scoreboard (Cost \$45,000)
 - g. Order to specification



PHASE II

1. Procure building designs to begin Phase II & III by the **first quarter** of 2024.
2. Build dressing rooms, concession, bathrooms, office (Cost TBD)
 - a. 2 Dressing Rooms
 - b. 2 Team Manager/Coach Office
 - c. Player's Dining Room
 - d. Concession
 - e. Office
 - f. 1 Male – 1 female Bathroom Facilities



PHASE III

1. Build Commentating Booth, Umpires Room, Grass Banks, Visitors Stand (Cost TBD)







BENEFITS

The key benefits of identifying, attracting and retaining local sports events include:

- Economic impact on the local economy
- Enhances the area
- Provides entertainment
- Encourages participation
- Improves quality of life for community
- Direct spending related to the use of sport facilities and services; visitors' and public spending for goods and services
- Employment opportunities
- Tax revenue





ECONOMIC IMPACT

Travel and Tourism is one of the world's largest economic sectors. It creates jobs, drives exports, and generates prosperity across the world. In an annual analysis of the global economic impact of Travel & Tourism, the sector is shown to account for 10.4% of global GDP and 313 million jobs, or 9.9% of total employment, in 2017 (Travel & Tourism Economic Impact 2018).

Specifically, Sports Tourism refers to travel which involves either observing or participating in a sporting event while staying apart from the tourists' usual environment. It is a fast-growing sector of the global tourism economy.

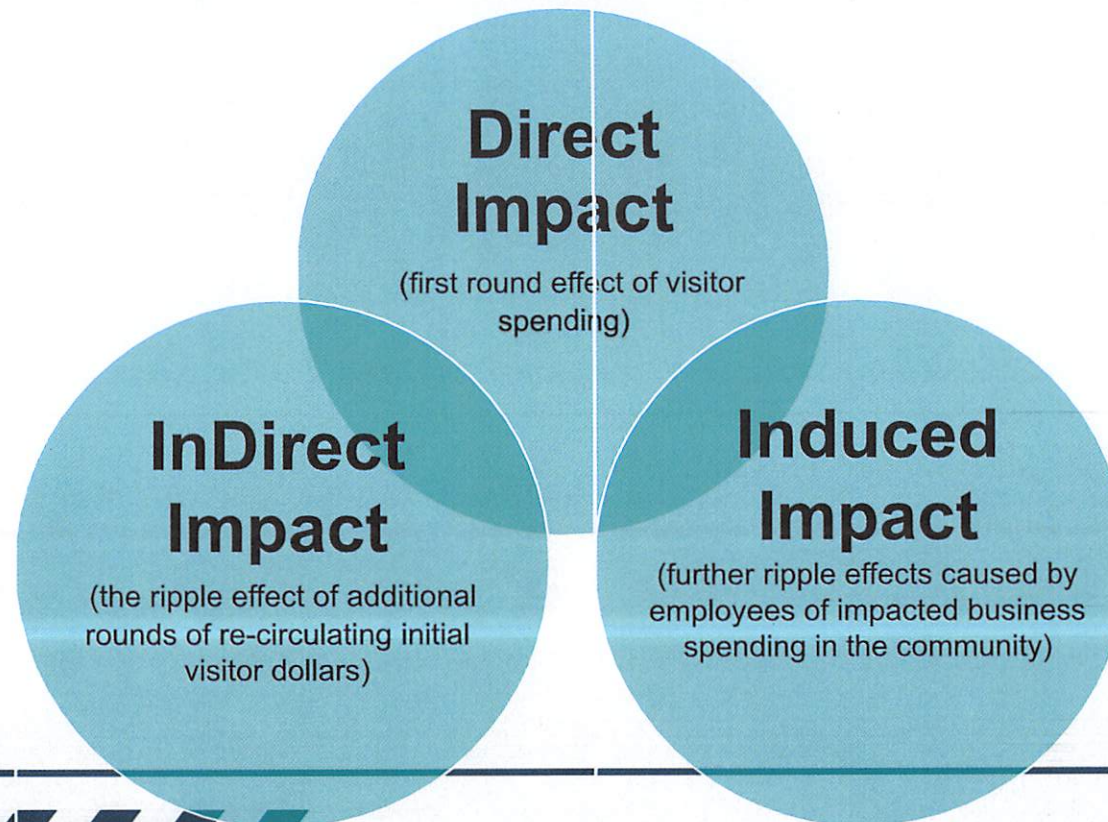




ECONOMIC IMPACT

The multiplier effect accounts for the overall economic impact of a sport event. The multiplier effect demonstrates the process through which initial spending in a region generates further rounds of re-spending within the region. The basic principle of the multiplier effect begins with an initial spending as an increased income into an economy.

There are three elements that contribute to the total impact of visitor spending.



Source: Howard & Crompton, 1995



GROWTH OF CRICKET INDUSTRY

SMG Insight/YouGov findings are as follows:

“The Hero Caribbean Premier League (CPL) continued its upward trajectory in 2016 with the world’s fastest growing T20 tournament contributing a significant economic boost of over USD \$102,670,565 across each of the seven host territories; Barbados, Guyana, Jamaica, St. Kitts & Nevis, St. Lucia and Trinidad & Tobago and Lauderhill, Florida. The economic impact to the region has shown a staggering rise in recent years from \$43,710,638 (in 2014) to \$76,255,962 (2015). Over 140 million fans tune in worldwide to watch the Hero CPL and almost 250,000 fans attended matches. The Hero CPL created 2,425 jobs; Hero CPL Finals host St. Kitts & Nevis enjoyed major financial boost of over \$22 million and New host Lauderhill benefits to tune of \$12.5m in inaugural year. Specifically, the cumulative economic benefit to St. Kitts & Nevis local economy arising from the staging of the finals amounted to \$22,722,350, making it the significantly highest beneficiaries from the 2016 competition. The investment by the CPL amounted to a 22 percent increase to \$1,664,540, while the total visitors spend saw a 12 percent increase from the 2015 season to \$3,690,911. The media value from the eight combined matches (factoring TV and digital brand exposure, tourism imagery and verbal mentions) jumped by 70 percent to \$8,262,632. Hosting CPLT20 in the Federation created 240 local jobs and filled 3,899 hotel room nights. With a combined TV audience of 37 million for the four Patriots’ home matches and the Hero CPL finals, in all 35,124 fans attended matches at Warner Park during the 2016 season (CPLT20).”





FIRST CLASS MATCHES

We have a track record of hosting first class matches. Our first match was held on St. Croix. We hosted the last Professional Cricket League match on St. Thomas, this singular match had a direct contribution of \$250,000.00 into our local economy. According to the Caribbean Premier league official website, SMG Insight/YouGov was commissioned for the third successive year to conduct an Economic Impact Assessment (EIA) of the Hero CPLT20 Tournament which took place between 29 June – 7 August 2016.

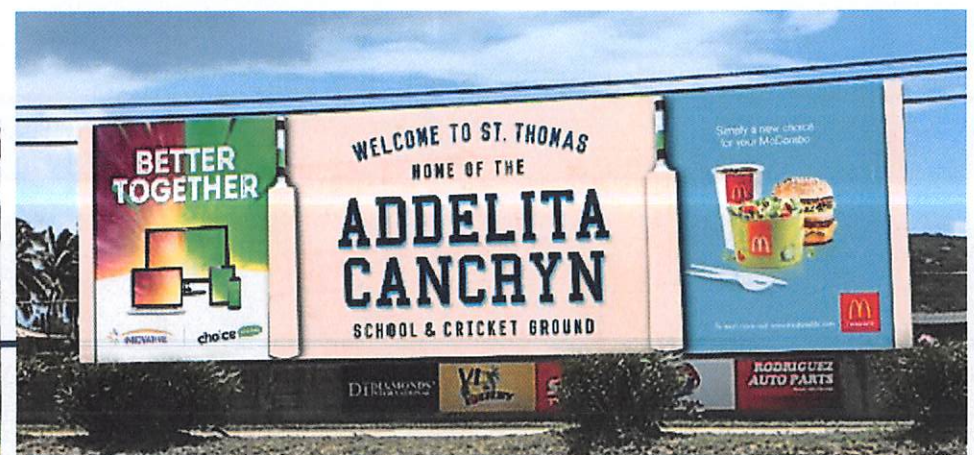
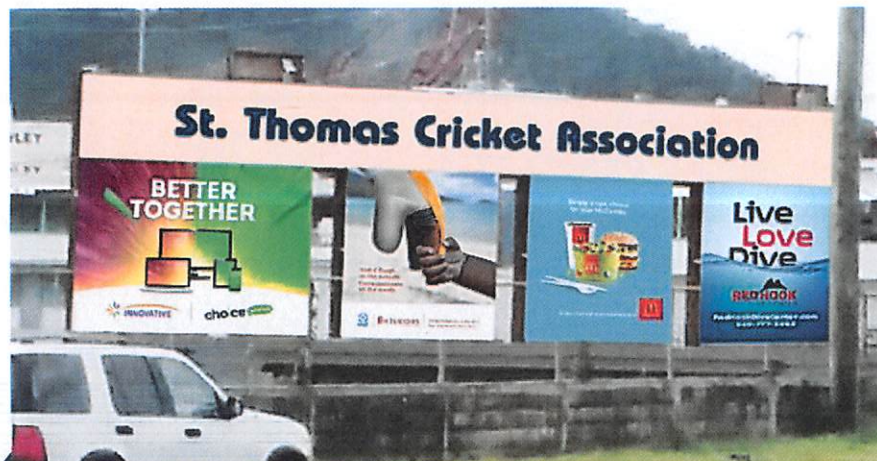




FINANCIAL SUSTAINABILITY

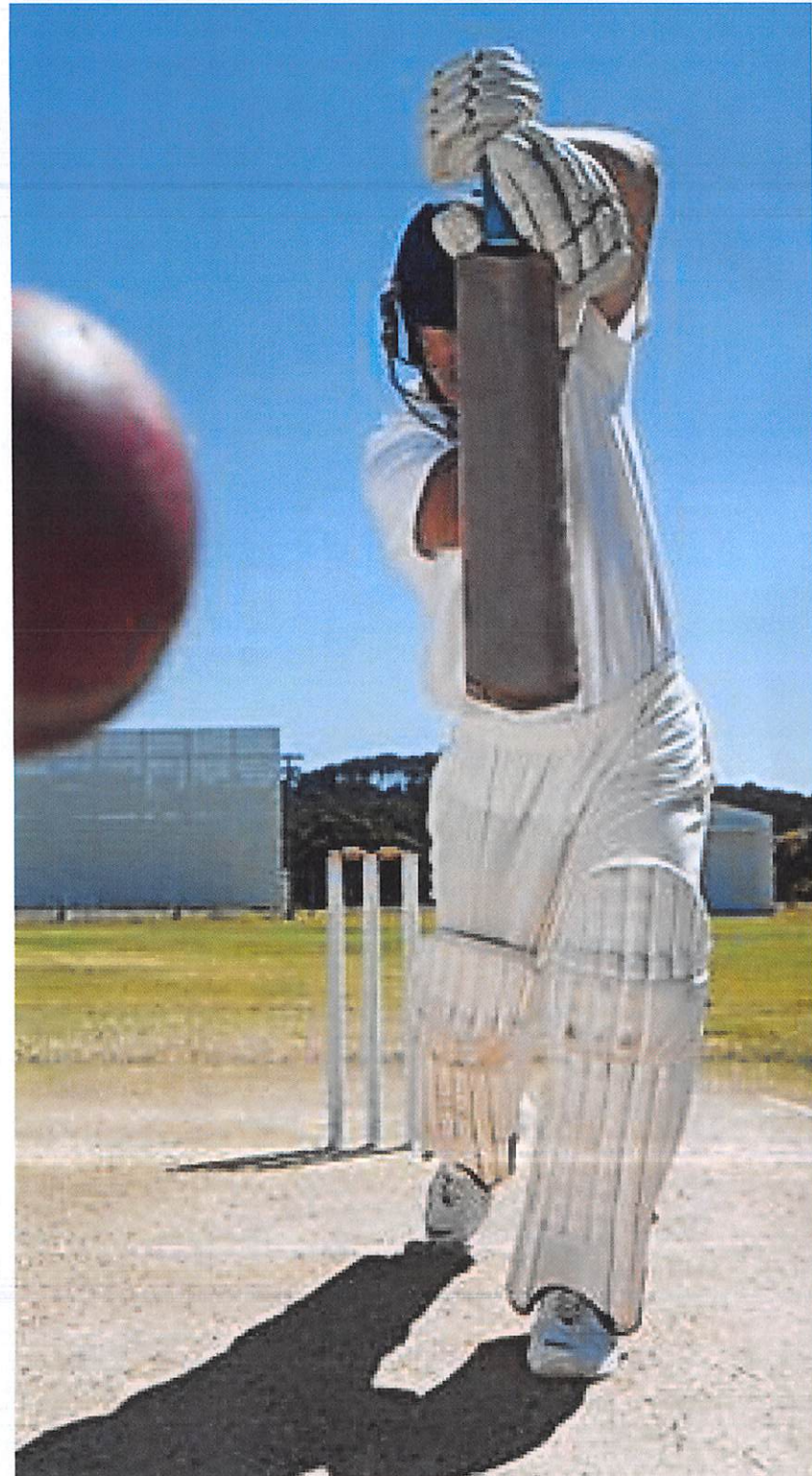
In order to establish a proper fiscal standing STCA must achieve the following:

- Make sure the association establishes a 501c (3) Tax Exempt Organization standing
- Establish an online petition to encourage cricket supporters to take action to make sure cricket reaches its next level
- Host various tournaments throughout the year
- Establish an annual appropriation with the Virgin Islands Government
- Get advertising support from local businesses



SUSTAINABILITY OF THE SPORT

We, the United States Virgin Islands, must secure long and short-term goals in order to maintain our relationship with Cricket West Indies. We must implement and maintain a development program to solidify our chances for growth within the region. The developmental program will be sponsored by Cricket West Indies. They take on the responsibility by ensuring coaches are developed. Coaches are mandated to take first aid classes, UNICEF sponsored courses, and they required to attain a level one coaching certificate.



SHORT TERM GOALS

1. Develop Cricket pilot program in the schools.

- Grass Roots
- Kiddie Cricket



SHORT TERM GOALS

2. Host local tournaments to create commerce between the islands.

- STCA League – This league is comprised of 5 local teams (New Generation, VI One, Progressive, Nevis, Sporting 15) that play official locally sponsored games in ST. Thomas.
- Twin City Cricket League – This league is comprised of 5 local teams (Unique, Dominica United, St. Lucia, Top Class) that play official locally sponsored games on St. Croix.
- Virgin Islands Cricket Explosion – This is a Club Organized tournament with teams coming from Dominica, St. Maarten, St. Croix, and Tortola.
- Inter-Island Games – These games enable the American Paradise Cricket Association efforts to select a national team.
- Masters Tournament – This is an eight (8) team tournament with teams hailing from Anguilla, Antigua, St. Kitts, Nevis, St. Maarten, Tortola, St. Croix, and St. Thomas.
- Host Cricket West Indies Regional 4-day First Class Matches



SHORT TERM GOALS

3. Develop players
4. Develop officials
 - a. Umpires
 - b. Match Referee
5. Develop Coaches (All Levels)
6. Develop Radio Informative Programming



LONG TERM GOALS

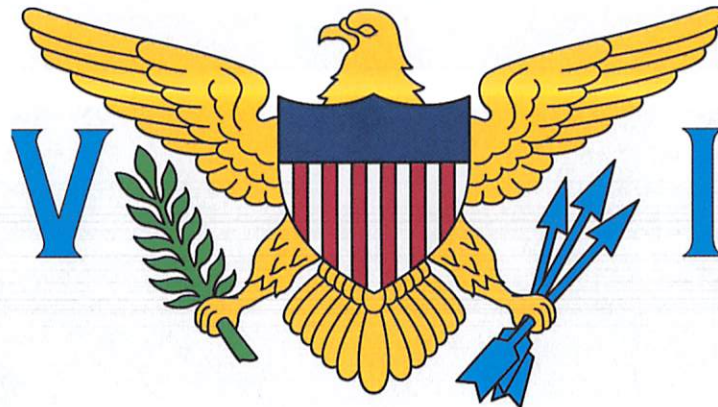
1. Develop and establish a credible school program within the educational system fully sponsored by Cricket West Indies and the local associations.
2. Host International Matches
 - Caribbean Premier League
 - West Indies International Matches
3. Integrate with the United States Cricket Association (preliminary conversations have commenced)
4. Make the Virgin Islands a Hub for International Cricket Teams touring the Caribbean
5. Establish a Scholarship Fund Program
6. Form a Women Cricket Team



NATIONAL PARTICIPATION

It is mandatory for us to enter all levels of national teams in the Leeward Islands Cricket Board tournaments.

- Enter a USVI National Men's Team – \$25,000.00 Annually
- Enter all levels of USVI Cricket Teams into all LICB tournaments – Cost TBD



INVESTING IN THE FUTURE

With an investment of this magnitude, the number of people, around the globe, who will either be introduced to the Virgin Islands, or re-introduced to the territory, as a result of international Cricket coverage, will be an advantage of tremendous value. The USVI will open their shores to the European, Australian, and Asian markets. The Virgin Islands will show that they are ready for a different type of tourism.





Thank You

St. Thomas Cricket Association

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