

**AMENDMENT NO. 1 TO
ASSIGNED LEASE AGREEMENT**

Amendment No.1 to the Assigned Lease Agreement

This Amendment No. 1 to the Lease Agreement between the Government of the U.S. Virgin Islands and K9's on Patrol Service, Inc., executed on March 9, 2006, and assigned to Paradise Paws VI, LLC, on December 21, 2018, 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") and, Paradise Paws VI, LLC, whose mailing address is P.O. Box 9216 St. Thomas, U.S. Virgin Islands 00801, (hereinafter "Lessee").

WITNESSETH:

WHEREAS, the Government of the U.S. Virgin Islands entered into a Lease Agreement with K9's on Patrol Service, Inc. to lease Parcel No. 180-1 Submarine Base, No. 6 Southside Quarter, St. Thomas, Virgin Islands, consisting of 49,317.7 U.S. square feet of land more-or-less. The Premises will be used for the operation of a K9 Kennel, training facility for the dogs, retail sales and office, warehouse facility, and for other related activities; and

WHEREAS, the Lease Agreement was signed by the Governor of the U.S. Virgin Islands on December 9, 2005, and was ratified by the Legislature of the U.S. Virgin Islands on March 09, 2006, and assigned to Paradise Paws VI, LLC, on December 21, 2018; and

WHEREAS, the Lessor and Lessee agrees, the Assigned Lease Agreement provides Lessee with the option to renew the Lease for four (4) additional terms of five (5) years each by giving written notice of such renewal at least thirty (30) days prior to the expiration of the Lease Term, and Lessee has exercised three (3) of the four (4) additional terms of five (5) years; and

WHEREAS, Lessor acknowledges Lessee is in the third (3rd) renewal period of the Assigned Lease Agreement, and the Lessor and Lessee agrees to four (4) additional terms of five (5) years each by giving written notice of such renewal at least thirty (30) days prior to the expiration of the Lease Term; and

WHEREAS, the parties desire to amend Article II Paragraph 2.02 Options;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and intending to be legally bound by this instrument, the parties mutually agreed to amend the Lease Agreement ratified by the Legislature of the Virgin Islands on March 09, 2006, as follows;

1. Article II Paragraph 2.02 Options is hereby amended by deleting all language contained therein and replacing it with new language as follows;

Article II Paragraph 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 eight (8) additional terms of five (5) years each (each a "Renewal Term") at the rent provided for in Paragraph 3.03 hereof by giving written notice of such renewal at least thirty (30) days prior to the expiration then current term.

Lessee's Initials

PON IV

*Paradise Paws, LLC
Parcel No. 180-1 Submarine Base,
No. 6 Southside Quarter, St. Thomas, U.S.V.I.
Amendment No. 1
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2. Except as expressly amended herein, all other terms and conditions set out in the assigned Lease between the Government of the U.S. Virgin Islands and K9's on Patrol Service, Inc., executed on March 9, 2006, and assigned to Paradise Paws VI, LLC, on December 21, 2018, shall remain in full force and effect.

[INTENTIONALLY LEFT BLANK – SIGNATURES FOLLOW]

Lessee's Initials PON IV

Paradise Paws, LLC
Parcel No. 180-1 Submarine Base,
No. 6 Southside Quarter, St. Thomas, U.S.V.I.
Amendment No. 1
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IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals on the day and year first above written.

WITNESSES:

LESSEE:
PARADISE PAWS VI, LLC

Dionne Connor
(Print)

D Connor
(Sign)

BERTSFORD Lynch
(Print)

Bertsford Lynch
(Sign)

BY: Paris Nicholson IV
Paris Nicholson IV
President

ACKNOWLEDGEMENT

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

Before me personally appeared Paris Nicholson IV, President of Paradise Paws VI, LLC, to me well known, or proved to me through satisfactory evidence and known to be the individual(s) described in and who executed the foregoing instrument for the purposes therein contained.

WITNESS my hand on this 17th day of February A.D. 2026

Joann F. Penn-Lynch
Notary Public



Joann F. Penn-Lynch
Notary Public
NP-846-25
My Commission Expires: June 11, 2029
St. Thomas/St. John, U.S. Virgin Islands

*Paradise Paws, LLC
Parcel No. 180-1 Submarine Base,
No. 6 Southside Quarter, St. Thomas, U.S.V.I.
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GOVERNMENT OF THE VIRGIN ISLANDS

BY: 
Lisa M. Alejandro, Commissioner
Department of Property and Procurement

Date: 5/19/2026

WITNESS:

CAROLÉ L. ORIOL
(Print)

(Print) Harold L. Davis
(Sign) H. L. Davis

(Sign)
William A. Harris
(Print)

(Print) William C. Harris
(Sign) [Signature]

APPROVED AS TO LEGAL SUFFICIENCY

Gordon C. Rhea, Esq., Attorney General
Virgin Islands Department of Justice

BY: Taylor Williams
Assistant Attorney General

Date: 5/27/2020

APPROVED

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

Date: _____

APPROVED

Honorable Milton E. Potter
President of the 36th Legislature of the U.S. Virgin Islands

Date: _____

PARADISE PAWS VI LLC

SUPPORTING BUSINESS DOCUMENTS

- (N/A) Financial Statements/ Business Plan
- (X) Business License
Expires: 03/31/2027
- (X) Certificate of Liability Insurance (if already on property)
Expires: 03/03/2027 & (01/29/2027) Property Insurance
- (N/A) Articles of Incorporation
- (X) 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: 02/20/2024 Expires: N/A
- (X) Certificate of Good Standing
Dated: 08/05/2025 Expires: 06/30/2026
- (N/A) Certificate of Existence
Dated: N/A Expires: N/A



THE GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF LICENSING AND CONSUMER AFFAIRS
BUSINESS LICENSE

KNOW ALL BY THIS PRESENT

That, in accordance with the applicable provisions of Title 3 Chapter 16 and Title 27 V.I.C. relating to the licensing of businesses and occupations, and compliance having been made with the provisions of 10 V.I.C. Sec. 41 relating to the Civil Rights Act of the Virgin Islands, the following license is hereby granted.

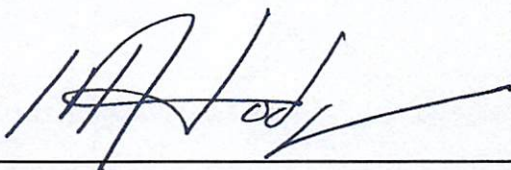
Licensee: PARADISE PAWS VI LLC	
Trade Name: PARADISE PAWS VI LLC	
Mailing Address	Physical Address
P.O. BOX 9216 ST. THOMAS ST. THOMAS VI 00801	180-1 SUBASE ST. THOMAS ST. THOMAS VI 00802
Business No: 26794	License No: 1-26794-1L
Types of License(s) Boarding Kennel	

As provided by law, the authorized licensing authority shall have the power to revoke or suspend any License issued hereunder, upon finding, after notice and adequate hearing, that such revocation or suspension is in the public interest; provided, that any persons aggrieved by any such decision of this office shall be entitled to a review of the same by the Territorial Court upon appeal made within (30) days from the date of the decision; provided, further, that all decisions of this office hereunder shall be final except upon specific findings by the Court that the same was arrived at by fraud or illegal means.

2026

If a renewal is desired, the holder is responsible for making application for same without any notice from this office. It is the responsibility of the Licensee to notify the Department in writing within (30) days, when a license is to be cancelled or placed in inactive status. Failure to do so will result in the assessment of penalties as authorized by law.

Valid from 03/01/2026 until 03/31/2027
Printed on 04/10/2026
Issued at St. Thomas, V.I.
Fee 130.00


H. Nathalie Hodge
Commissioner, Department of Licensing and Consumer Affairs

THIS LICENSE MUST BE PROMINENTLY DISPLAYED AT PLACE OF BUSINESS



**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 **PARADISE PAWS VI, LLC** has filed in the Office of the Lieutenant Governor the requisite annual reports and statements as required by the Virgin Islands Code, and the Rules and Regulations of this Office. In addition, the aforementioned entity has paid all applicable taxes and fees to date, and has a legal existence not having been cancelled or dissolved as far as the records of my office show.

Wherefore, the aforementioned entity is duly formed under the laws of the Virgin Islands of the United States, is duly authorized to transact business, and, is hereby declared to be in good standing as witnessed by my seal below. This certificate is valid through June 30th, 2026.

Entity Type: Domestic Limited Liability Company

Entity Status: In Good Standing

Registration Date: 02/03/2014

Jurisdiction: United States Virgin Islands, United States

Witness my hand and the seal of the Government of the United States Virgin Islands, on this 5th day of August, 2025.



A handwritten signature in cursive script, reading "Tregenza A. Roach".

Tregenza A. Roach
Lieutenant Governor
United States Virgin Islands



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/12/2026

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: Sophia Jean PHONE (A/C, No, Ext): (340) 776-7000 FAX (A/C, No): (340) 776-5765 E-MAIL ADDRESS: sjean@theodoretunick.com	
INSURED Paradise Paws VI, LLC PO Box 9216 St. Thomas VI 00801		INSURER(S) AFFORDING COVERAGE INSURER A: Lloyd's Syndicate #2001 AML INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** CL2611225094**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	Y		SLGLMSA2140	03/03/2026	03/03/2027	EACH OCCURRENCE \$ 500,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 500,000						
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:							GENERAL AGGREGATE \$ 1,000,000
							PRODUCTS - COMP/OP AGG \$ 500,000
AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE							EACH OCCURRENCE \$
DED ☐ RETENTION \$							AGGREGATE \$
							\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below		N/A					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)

The Certificate Holder is provided Additional Insured status when required by written contract or agreement with respect to land leased to the insured [Boarding Kennel and Pet Training Services Provider] at 180-1 Subbase, St. Thomas, VI 00802.

CERTIFICATE HOLDER

Government of the Virgin Islands Dept of Property and Procurement
8201 Subbase Suite #4

St. Thomas 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS OR OTHER
INTERESTS FROM WHOM LAND HAS BEEN LEASED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s)	Designation Of Premises (Part Leased To You)
Government of the Virgin Islands Dept of Property and Procurement 8201 Subbase Suite #4 St. Thomas, VI 00802	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land;

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
2/12/2026

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

AGENCY Theodore Tunick & Company 1336 Beltjen Road, Suite 300 St. Thomas VI 00802		PHONE (A/C, No, Ext): (340) 776-7000	COMPANY NEMWIL 6500 Red Hook Plaza, Ste. 209 Charlotte Amalie VI 00802	
FAX (A/C, No): (340) 776-5765	E-MAIL ADDRESS: cmorris@theodoretunick.com			
CODE:	SUB CODE:			
AGENCY CUSTOMER ID #: 00056984				
INSURED Paradise Paws VI, LLC P.O.Box 9216 St. Thomas VI 00801		LOAN NUMBER	POLICY NUMBER NF8276-011	
		EFFECTIVE DATE 1/29/2026	EXPIRATION DATE 1/29/2027	CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
Location: 180-1 Subbase, St. Thomas, VI 00802
Description of Operation: Boarding Kennel/ Office
Building One: Boarding Kennel of Masonry Construction; Bathroom of Frame Construction
Building Two: Office of Metal Construction

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Building One [Boarding Kennel/ Bathroom]	200,000	5,000
Building Two [Office Trailer]	125,000	5,000
Perils: Basic - Fire, Extended Coverage, Vandalism & Malicious Mischief and Earthquake.		
Deductible: 5% or \$5,000 whichever is greater for the perils of Windstorm and Earthquake. \$5,000 all other perils.		
Co-Insurance: 80%		

REMARKS (Including Special Conditions)

Valuation: Actual Cash Value

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.

ADDITIONAL INTEREST

NAME AND ADDRESS None Stated	MORTGAGEE	ADDITIONAL INSURED
	LOSS PAYEE	
	LOAN #	
AUTHORIZED REPRESENTATIVE 		

ARTICLES OF ORGANIZATION OF

PARADISE PAWS VI, LLC

The undersigned for the purpose of forming a Limited Liability Company ("LLC") pursuant to the laws of the Virgin Islands, and specifically to Uniform Liability Company Act of the Virgin Islands, Chapter 15, Title 13, Virgin Islands code (Section 1101, et seq.), as the same may be amended from time to time, do make and file these Articles of Organization in writing and do certify:

ARTICLE I.

The name of the LLC shall be Paradise Paws VI, LLC; the LLC shall do business as LLC

ARTICLE II.

The principal's office of the LLC in the Virgin Islands is located at 180 Subase St. Thomas, U.S Virgin Islands 00802 and the mailing address is P.O. Box 9216 St. Thomas USVI 00801. The name of the resident agent of the LLC is Paris O. Nicholson IV whose address is 13B-5 Estate Mandahl Apt #2, St. Thomas V.I. and mailing address is P.O. Box 9216 St. Thomas USVI 00801.

ARTICLE III.

The name, physical and mailing address of the organizer is as follows:

Name	Paris O. Nicholson IV
Mailing Address	P.O. Box 9216 St. Thomas V.I 00801
Physical Address	13b-5 Estate Mandahl Apt #2 St. Thomas V.I 00802

ARTICLE IV.

Territory of the U.S. Virgin Islands
Creation - LLC 3 Page(s)



T1405518102

The LLC is to have perpetual existence.

ARTICLE V.

The minimum amount of capital with which LLC will commence business is \$1,000.00 USD.

ARTICLE VI.

This LLC will be member managed.

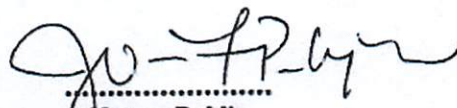
The members of the LLC shall not be liable for its debts and obligations.

IN WITNESS WHEREOF, we have made, signed and acknowledge
These Articles of Organization this 16th day of December 2013


Paris O. Nicholson IV

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

Subscribed and sworn to before me this 16th day of December 2013.


.....
Notary Public

RECEIVED
LT. GOV. OFFICE
2014 FEB 3 PM 3 18
CORPORATIONS-STT



CERTIFICATE OF RESOLUTION

I, **Shemura Nicholson** of Paradise Paws VI, LLC a duly organized LLC in the Virgin Islands and in good standing, hereby certifies that it has adopted the following resolution, which has not been modified or rescinded:

RESOLVED, that Paradise Paws VI, LLC hereby authorizes Paris Nicholson IV, President to sign the Lease Agreement, submit all required documents, and take all such other steps as may be necessary to effectuate said Lease Agreement with the Government of the Virgin Islands.

A handwritten signature in black ink, appearing to be "S. Nicholson", written over a horizontal line.

Secretary

Date: 2.20.24

STATE U.S. Virgin Islands
COUNTY Charlotte Hall

SWORN TO AND SUBSCRIBED BEFORE ME THIS 20 DAY OF

February, 2024
BY Shemura Nicholson PROVED TO ME ON BASIS OF
SATISFACTORY EVIDENCE TO BE PERSON(S) WHO
APPEARED BEFORE ME.

NOTARY PUBLIC

MY COMMISSION EXPIRES

April 27, 2025

A handwritten signature in blue ink, appearing to be "Joann F. Penn-Lynch", written over a horizontal line.
NOTARY PUBLIC
Name: Joann F. Penn-Lynch
My Commission Exp: April 27, 2025
NP Commission #: NP-401-21
St. Thomas/St. John, USVI District



**EXERCISE OF THIRD OPTION TO
RENEW
(FEBRUARY 27, 2026)**



PARADISE PAWS VI, LLC
St. Thomas, U.S. Virgin Islands
Email: paradisepawsvi@gmail.com | Phone: (340) 727-7297

Date: February 27, 2026

To:
Government of the Virgin Islands
Department of Property and Procurement
8201 Sub Base
St. Thomas, VI 00802

RE: Notice of Exercise of Third Renewal Option
Lease Premises: 180-1 Sub Base, St. Thomas, VI 00802

This letter serves as formal written notice that Paradise Paws VI, LLC ("Tenant") hereby elects to exercise its Third Renewal Option under the terms and conditions of the existing lease agreement with the Government of the Virgin Islands, Department of Property and Procurement ("Landlord") for the premises located at 180-1 Sub Base, St. Thomas, VI 00802.

Pursuant to the lease provisions, Tenant is providing this notice prior to the expiration of the current renewal term, which is set to expire on March 31, 2026, in order to maintain the lease in full force and effect while the parties continue discussions and processing of any proposed amendments.

Tenant intends for this renewal to extend the lease in accordance with the terms outlined in the agreement, subject to any mutually agreed-upon modifications or amendments currently under consideration.

Please confirm receipt of this notice and advise of any additional documentation or steps required to formalize this renewal.

Thank you for your attention to this matter. We look forward to continuing our tenancy and working collaboratively throughout the renewal and amendment process.

Sincerely,

Paris O. Nicholson IV
Owner / Operator
Paradise Paws VI, LLC

**EXERCISE OF SECOND OPTION TO
RENEW
(SEPTEMBER 13, 2022)**



SEP 26 2022 PM 8:10
REC'D PROPERTY & PROCUREMENT

September 13, 2022

Commissioner: Anthony D. Thomas
Cc: Deputy Commissioner: Vincent Richards

Department of Property & Procurement
8201 Subbase Suite #4
St. Thomas, VI 00802

Dear Commissioner Thomas,

I'm writing this letter to inform the Department of Property & Procurement of my intent to exercise the second renewal option to extend the lease for Paradise Paws VI of 180-1 Sub Base, St. Thomas, VI 00802, for another five-year term.

The initial lease agreement, recorded in 2006, was for a ten-year term with four five-year renewal options. In addition to exercising the second of the four renewal options, I'm also requesting that an additional (4) five-year term renewal options be added to the agreement. These renewal options would provide security and stability as we are projected to invest another **\$125,000.00** in facility improvements and expansion.

I appreciate your consideration and hope The Department of Property and Procurement can honor this request. I look forward to continuing our business relationship.

Thank you,

Paris O. Nicholson IV
President, Paradise Paws VI
(352) 408-1399

not going to
fight the date
on this...
but he needs
to sign the
thing



**EXERCISE OF FIRST OPTION TO
RENEW
(OCTOBER 26, 2015)**



K9 on Patrol Services
P.O. Box 9216
St. Thomas VI, 00801
paradisepawsvi@gmail.com
340.727.7297

October 26, 2015

Mr. Randolph Bennett
Commissioner of Property & Procurement
8201 Sub Base 3rd Floor
St. Thomas VI, 00801

Re: Exercise of Renewal Option

Dear Mr. Randolph:

Pursuant to section 2.02 of the lease agreement, we would like to exercise our first five year renewal option. We are currently operating out of 180-1 Sub Base under K9 on Patrol Services. Please accept this letter as our formal intent to do so.

If you have any questions, or require additional information, please contact us at any time.

Warm Regards,

A handwritten signature in black ink, appearing to read "Paris O. Nicholson IV".

Paris O. Nicholson IV

**K9's on Patrol Service, Inc. Fully
Executed Lease Agreement (March 9,
2006)**

83/ 886 9:59AM
Official Records of
ST THOMAS/ST JOHN
WILMA O. HART SMITH
RECORDER OF DEEDS

LEASE AGREEMENT

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

and

K9'S ON PATROL SERVICE, INC.

PREMISES:

Parcel No. 180-1 Submarine Base, No. 6 Southside Quarter, St. Thomas, Virgin Islands, consisting of approximately 49317.7 sq. ft and a portion of Parcel No. 180-3 Submarine Base, No. 6 Southside Quarter, St. Thomas, Virgin Islands, consisting of approximately 62,808.1 sq. ft.

Doc# 2006002688

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LEASE AGREEMENT

THIS LEASE made this _____ day of _____, 2005 by and between the GOVERNMENT OF THE VIRGIN ISLANDS, acting through its Commissioner of Property and Procurement, hereinafter "Lessor" and K9's On Patrol Service, Inc., whose mailing address is P.O. Box 8721, St. Thomas, Virgin Islands 00801, 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 all of that certain parcel located at Parcel No. 180-1 Submarine Base, No. 6 Southside Quarter St. Thomas, Virgin Islands, consisting of 49317.7 sq. ft. and a portion of Parcel No. 180-3 Submarine Base, No. 6 Southside Quarter St. Thomas, Virgin Islands, consisting of 62808.1 sq. ft. The aforesaid property is shown on the BGM Engineers & Surveyors map file no. 5073GD dated July 25, 2005, a copy of which is attached and made a part hereof.
- 1.02 **Use:** The Lessee shall use the hereby leased premises for operation of a K9 kennel, training facility for the dogs, retail sales and office, warehouse facility and any other related activities.

ARTICLE II

Term

- 2.01 **Term:** The term of this Lease shall be for a period of ten (10) years commencing on the first day of the month following approval by the Governor and the Legislature of the Virgin Islands.
- 2.02 **Options:** If Lessee is not in default in the performance of any material condition of this Lease at the expiration of the initial term, Lessee shall have the option to renew this Lease for four (4) five (5) years at the rent provided for in paragraph 3.03 hereof by giving written notice of such renewal at least thirty (30) days prior to the expiration of the Lease term. In the case of any default, which cannot be cured prior to the expiration of the initial term, Lessee may still exercise the option to renew if at such time it is with reasonable diligence proceeding to cure such default.
- 2.03 **Failure to Give Possession:** The Lessor shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that

the demised premises are not ready for occupancy, or due to a prior lessee wrongfully holding over or any other person wrongfully in possession of for any other reason; in such event the rent shall not commence until possession is given or is available, but the term herein granted shall not be extended.

- 2.04 Holding Over: If Lessee remains in possession after expiration of the term hereof, without Lessor's 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 hold over period shall be two hundred (200%) percent of the rent payable for the last calendar month of term of this Lease, including renewals or extensions. The inclusion of the proceeding sentence in this Lease shall not be constructed as Lessor's consent for Lessee to hold over.

ARTICLE III

Rent

- 3.01 Initial Rent: The Lessee shall pay to the Lessor an annual rent of Forty Eight Thousand Dollars and No Cents (\$48,000.00) payable at Four Thousand Dollars and No Cents (\$4,000.00) in equal monthly installments for the first five (5) years of this Lease. Payment of annual rent shall be made in equal monthly installments in advance on the first day of each and every month during the term thereof, without any previous demand by Lessor, provided, however, if possession of the premises is granted to the Lessee at a date after the first of the month then in such event the rent for such first month shall be prorated. The rent shall be paid at Lessor's office at Building No. 1 Subbase, St. Thomas, Virgin Islands 00802, together with any other sum due as additional rent as provided herein.
- 3.02 Reduction in Initial Rent: Lessee shall be required to pay reduced rent of Two Thousand Dollars and No Cents (\$2,000.00) per month and ten percent (10%) as a late fee during the Construction Period hereinafter defined in Section 4.01. The reduction in rent shall terminate upon the expiration of the Construction Period, as defined in Section 4.01. This reduced monthly rental rate will not be available beyond the Construction Period. Should all of the improvements stated in Section 4.01 be completed prior to the time allotted for the Construction Period, rental in Section 3.01 will commence.
- 3.03 Readjustment of Rent: The rent payable under this Lease shall be adjusted after the first five (5) years and every five years thereafter, including any renewal term, in accordance with the increase of the Consumer Price Index as established by the U.S. Department of Labor, Bureau of Labor Statistics for "ALL Items, ALL Urban Consumer (1967-100%)" (CPI) as follows, provided, however, no adjustments in rental for any five (5) year adjustment shall be increased more than 5% over any preceding year period.

- A. The CPI as of the first month of the initial term and as of the first month of each subsequent year shall be base price index and CPI as of the month immediately preceding the first of any year after the initial term shall be the current price index.
- B. The current price index shall be divided by the base price index and the quotient thereof shall be multiplied by the sum of the annual rent of the prior five (5) year.
- C. The resulting product shall be the annual base rental for the current five (5) years.
- D. At the end of the first five years and every five years thereafter of this Lease, the base rental shall be adjusted in the same manner, using the index for the month preceding the beginning of each year of the Lease for the current price index.

In no event shall any rent determined in the above manner be reduced below an annual rent of \$48,000.00.

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

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

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

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

ARTICLE IV

Improvements

- 4.01 Improvements: As a part of the consideration of this agreement, the Lessee shall provide at its own cost and expense the following improvements (the

"Improvements") owned by Lessee at an estimated cost of \$350,000.00, 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 deemed necessary.

- A. Erect perimeter fencing and warehouse facility;
- B. Construct kennels, including but not limited to the installing piping, fencing gravel and concrete blocks, although the kennels are removable;
- C. Erect office structure/trailer;
- D. Install lighting throughout the premises; and
- E. Landscaping of the premises.

The Improvements shall be completed within eighteen (18) months of the effective date of this lease (the "Construction Period"). *P.O.N.*

Lessee shall maintain the said premises in good repair and tenantable condition and make all repairs required of a non-structural and structural nature to make all exterior structural repairs, or repairs to heating, plumbing equipment and electrical facilities.

Lessee agrees to keep the said premises and appurtenances as repaired, in a clean, sightly and healthy condition, and to return said premises to Lessor upon the expiration or other termination of this Lease, in a 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 incorporated into realty shall vest in the Lessor.

Furniture or other items of personalty, if not removed from the premises prior to termination shall become the property of the Lessor.

- 4.03 Location and Improvements: All of the above mentioned improvements to be made by the Lessee shall be located on Parcel No. 180-1 and a portion of 180-3 Submarine Base, No. 6 Southside Quarter, St. Thomas, Virgin Islands.

- 4.04 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.

- 4.05 Failure of Lessee to Repair: In the event the Lessee, after it shall have been given a twenty-day notice (except in a case of emergency in which event

reasonable notice under the circumstances shall be sufficient), refuses and neglects to make any repair for which it is responsible or if repair is necessitated by reason of the Lessee's negligent acts or omission, 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 repair by Lessor, together with interest at the rate provided in Section 3.04 shall be paid by the Lessee as additional rent.

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

- A. Shall afford the person or persons causing or authorized to cause such excavation the right to enter upon the leased premises for the purpose of doing such work as such person or persons shall consider to be necessary to preserve any of the walls or structures of the improvements on the demised premises from injury or damage and support the same by property 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 leased premises from injury or damages and to support the same by proper foundations.

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

ARTICLE V

Mechanic's Lien

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

ARTICLE VI

Insurance and Indemnity

- 6.01 **Liability Insurance:** Lessee shall, during the term thereof, keep in full force and effect a policy of public liability and property damage insurance in which the limits of public liability shall be no less than Three Hundred Thousand Dollars (\$300,000.00) property damage, Three Hundred Thousand Dollars (\$300,000.00) for one person and Five Hundred Thousand Dollars (\$500,000.00) for any number of persons injured or killed in any one accident. All of said insurance shall be in a form satisfactory to Lessor and shall provide that it shall not be subject to cancellation, termination, or change, except after thirty (30) days prior written notice to Lessor, Lessee shall furnish Lessor, or Lessor's designee, with a certificate of insurance evidencing the coverage required hereunder on the day Lessee commences occupancy or work in or about the property herein leased. All such insurance policies shall name the Lessor as loss payee for the full-insured amount.
- 6.02 **Indemnity:** Lessee agrees to indemnify and save Lessor harmless from and against any and all claims and demands (except such as result from the sole negligence of the Lessor, its agents, contractors, servants or employees or the failure of Lessor to comply with the terms of this Lease) for or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of the business conducted on the property leased herein or occurring in, on or about the said property or any adjacent area under the exclusive control of the Lessee or arising directly or indirectly, from any act or omission of Lessee or subtenant or their respective servants, agents, employees, or contractors, and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon.
- 6.03 **Non-Liability:** Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by the acts or omissions of persons occupying any property adjacent to or adjoining the property or any part thereof, or for any loss or damage resulting to Lessee or its property from water, gas, steam, fire or the bursting, stoppage, or leaking of pipes, provided such loss or damage is not occasioned by the sole negligence of Lessor or its agents, contractors, or employees.
- 6.04 **Fire and Extended Coverage by Lessee:** Lessee shall keep all buildings on the demised premises insured against loss or damage by fire with the usual extended coverage endorsements, in amounts not less than eighty (80%) of the full insurable value thereof, above foundation walls. A copy of all insurance policies shall name the Lessor as loss payee and be delivered to the Lessor within 20 days of the effective date of this Lease.

ARTICLE VII

Entry By Lessor

- 7.01 Access to Premises: Lessor or Lessor's agents shall have the right to enter upon the Leased 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, in, on or through the property as and to the extent that Lessor may or hereafter deem to be necessary or appropriate.

All such work shall be done, so far as practicable, in such manner as to avoid interference with Lessee's use of the Premises.

ARTICLE VIII

Condemnation

- 8.01 Notice of Condemnation: The party receiving any notice of the kind specified below which involves the Premises shall promptly give the other party notice of the receipt, contents and date of the notice received, which shall include:
- A. Notice of Intent Taking.
 - B. Service of any legal process relating to condemnation of the premises for improvements.
 - C. Notice in connection with any proceedings or negotiations with respect to such a condemnation.
- 8.02 Rights of Lessor and Lessees: Lessor and Lessee shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a taking or intended taking and to make full proof of its claims. No agreement, settlement, sale or transfer to or with the condemning authority shall be made without the consent of both parties. Lessor and Lessee each agree to execute and deliver to the other any instrument that may be required by the provisions of this Lease relating to the condemnation.
- 8.03 Taking of Leasehold: Upon the total taking, Lessee's obligation to pay rent and other charges hereunder shall terminate on the date of taking, or possession given, whichever is earlier, but Lessee's interest in the leasehold shall continue until the taking is completed by deed, contract or final order of condemnation.
- 8.04 Total Taking: Upon a total taking, all sums including damages and interest awarded for the fee, leasehold, or both shall be distributed and disbursed as

Lessor and Lessee may agree, or in the absence thereof, in accordance with the laws of the Virgin Islands.

- 8.05 Partial Taking: Upon 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 Lessor has notified Lessee in writing that payment was not received when due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property.
- C. Make any general assignment for the benefit of creditors.
- D. Abandon the Leased Premises.
- E. Default in performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of forty-five (45) days after receipt of written notice from Lessor to cure such default, unless during such forty-five (45) day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default. If default by Lessee in the performance of its obligations hereunder is precipitated in whole or in part, by activities for which Lessor is solely responsible, the period herein established to commence a cure for the said default will be extended for a reasonable period to account for the effect of Lessor's activities.
- F. Be adjudged a bankrupt in involuntary bankruptcy proceedings.

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

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

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

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

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

A. Enter into and upon the Leased Premises or any part thereon and repossess the same, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost 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, relet the Leased Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Leased Premises during any month or part thereof, at less than the rent due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor upon calculation thereof, providing Lessor has exercised good faith in the terms and conditions of reletting. 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 Lessor against the Lessee to enforce any of the provisions hereof, the Lessor shall be entitled to collect reasonable costs and attorney's fees in the action or proceeding.

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

9.05 Subleasing: Lessee may not sublet the Demised Premises in whole or in part without Lessor's advance written consent. Lessor's consent does not release Lessee from any of its obligations under this Lease. In the event that Lessor consents to subleasing of the Demised Premises or any part thereof, the Lessee pay to the Lessor an additional amount equal to thirty-five percent (35%) monthly of such subleasing income as additional rent. This additional rent shall be due and payable on the next rent day after such subletting rent becomes due from the subtenant.

ARTICLE X

General Terms and Conditions:

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

LESSOR: Department of Property & Procurement
Building No. 1 Subbase
Charlotte Amalie
St. Thomas, Virgin Islands 00802

LESSEE: K9's On Patrol Service, Inc.
P.O. Box 8721
St. Thomas, Virgin Islands 00801

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

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

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

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

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

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

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

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

- 10.09 Paragraph Headings: The table of contents of this Lease and the captions of the various articles and paragraph of this Lease are for convenience and ease of the scope, content or intent of this Lease or any part of parts of this Lease.
- 10.10 Invalidity or Illegality of Provisions: The invalidity or illegality of any provisions shall not effect the remainder of this Lease.
- 10.11 Successors and Assigns: All of the terms, provisions, covenants and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee and their successor, assigns, legal representative, heirs, executors and administrators.
- 10.12 Broker: Lessee covenants, warrants and represents that there was no broker instrumental in consummating this Lease, and that no conversations or prior negotiations were had with any broker concerning the renting of the Premises. Lessee agrees to hold Lessor harmless against any claims for brokerage commission arising out of any conversation or negotiation had by Lessee with any broker.
- 10.13 Approvals Required: This Lease shall not become effective unless approved by the Governor and the Legislature of the Virgin Islands.

ARTICLE XI

Conflict Of Interest

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

Lessee further covenants that it is:

- a. Not a territorial officer or employee (i.e. the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or any officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
- b. A territorial officer or employee and, as such, has:
 - i. To familiarize itself with the provisions of Title 3 Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provisions set forth in Section 11.08 thereof;

- ii. Not made, negotiated or influenced this contract, in its official capacity;
- iii. No financial interest in the contract as that term is defined in Section 11.01 of said Code Chapter.

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

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

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

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

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

11.04 Waiver: The Waiver by Lessor of any breach of any term condition or covenant of this Lease shall not be deemed to be a waiver of any subsequent breach of the

same or any other term, condition or covenant of this Lease. No delay or omission to exercise any right or power hereunder shall impair any right or power; every right and remedy conferred under this Lease may be exercised from time to time and as often as may be deemed expedient by the holder of such right or remedy.

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

K9'S On Patrol Service, Inc.
Parcel No. 180-1, Submarine Base, No. 6 Southside Quarter,
St. Thomas, Virgin Islands
Page 18 of 19

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

WITNESSES:

[Signature]

BY: [Signature]
Paris Nicholson IV
President

[Signature]

ATTEST: [Signature]
Secretary

ACKNOWLEDGMENT

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

Before me personally appeared Paris Nicholson IV, President of
K9'S ON Patrol Service, Inc., to me well known to be the individual
described in and who executed the foregoing instrument.

WITNESS my hand on this 18th day of July, A.D.
2005.

[Signature]
Notary Public

SHYRA M. RAYMOND
MY COMMISSION EXPIRES 1/15/09
NP-144-04

K9'S On Patrol Service, Inc.
Parcel No. 180-1, Submarine Base, No. 6 Southside Quarter,
St. Thomas, Virgin Islands
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GOVERNMENT OF THE VIRGIN ISLANDS

BY: [Signature]
Commissioner Property and Procurement

Date: 8/5/05

WITNESSES

[Signature]
[Signature]

Approved as to Legal Sufficiency

BY: [Signature]
Attorney General

Date: 11-15-05

Approved:

BY: [Signature]
Honorable Charles W. Turnbull
Governor of the Virgin Islands

Date: 12-9-05

Approved:

BY: [Signature]
President of the Virgin Islands Legislature

Date: 8/9/06

**ASSIGNMENT OF LEASE BY LESSOR
WITH CONSENT OF LESSOR
(December 21, 2018)**

ASSIGNMENT OF LEASE BY LESSOR WITH CONSENT OF LESSOR

This Assignment made this 7th day of December 2018, by and between K9's on Patrol Service, Inc. ("Assignor") whose mailing address is P.O. Box 9216 Sub Base, St. Thomas, Virgin Islands 00801, to Paradise Paws VI, LLC ("Assignee") whose mailing address is P.O. Box 9216 St. Thomas, Virgin Islands 00801.

For value received, Assignor assigns and transfers to Assignee that lease, ratified March 9, 2006, by the Virgin Islands legislature, between Assignor as Lessee and GOVERNMENT OF THE VIRGIN ISLANDS, acting by and through its Commissioner of Property and Procurement, as Lessor, the following described premises.

Parcel No. 180-1 Submarine Base, No. 6 Southside Quarter, St. Thomas, Virgin Islands consisting of 49,317.7 U.S. square feet of land more/less, together with all rights, title and interest in and to the lease and premises, subject to all conditions and terms contained in the lease, to have and to hold from December 7th, 2018, until the present term and the lawfully exercised renewal option terms of the lease. A copy of the lease is attached hereto and made part hereof by reference.

Assignor covenants that it is the lawful and sole owner of the interest assigned hereunder for Parcel No. 180-1 Submarine Base, that this interest is free from all encumbrances, and that it has performed all duties and obligations and made all payments required under the terms and conditions of the lease.

Assignor and Assignee acknowledge, Assignor surrendered its leasehold interest in a portion of Parcel No. 180-3 Submarine Base No. 6 Southside Quarter, St. Thomas Virgin Islands consisting of 62,808.1 U.S. sq. ft. to Lessor and which surrender was accepted by Lessor on October 8, 2013, and that no interest in Parcel No. 180-3 is being assigned under this Assignment.

Assignee agrees to pay all outstanding rent balances as of December 1st, 2018 under the lease totaling Twenty-Nine Thousand Eight Hundred Fifty-Seven and 45/100 Dollars (\$29,857.45) and Sublease totaling Eight Thousand Two Hundred Ninety-Five and 00/100 Dollars (\$8,295.00) and to pay this outstanding amount Thirty-Eight Thousand One Hundred Fifty-Two and 45/100 Dollars (\$38,152.45) in accordance with the terms of the Agreement to Pay, attached hereto and made a part of this Assignment. If Assignee fails to satisfy the provisions of this Paragraph, Assignor will be responsible for the payment of all outstanding rental sums.

Assignee agrees to pay all rents due, owing, and continuing after the effective date of this assignment, and to assume and perform all duties and obligations required by the terms of the lease.

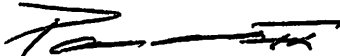
Assignor:



Paris O. Nicholson, IV
President, K9's on Patrol Service, Inc.

Date: 12/7/18

Assignee:



Paris O. Nicholson, IV
President, Paradise Paws VI, LLC

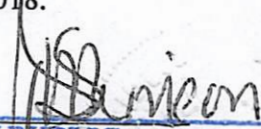
Date: 12/7/18

ACKNOWLEDGEMENT

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

Before me personally appeared Paris O. Nicholson, IV, well known, and known to be the individual(s) described in and who executed the foregoing instrument.

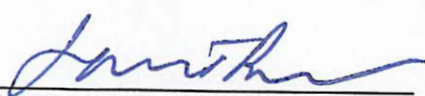
WITNESS my hand on this 7th day of December, A.D. 2018.


NOTARY PUBLIC
Name: Piermarie Simeon
My Commission Exp: 1.5.21
NP Commission #: 03.17
St. Thomas/St. John, USVI District

CONSENT OF LESSOR

The Government of the Virgin Islands, acting by and through its Commissioner of Property and Procurement, Lloyd T. Bough, Jr., Lessor named in the above assignment of that lease executed on March 09, 2006, consent to that assignment. I also consent to the agreement and accept Paradise Paws VI, LLC as Assignee.

Dated: Dec. 21st, 2018


Government of the Virgin Islands,
acting by and through its Commissioner
of Property and Procurement, Lloyd T. Bough, Jr.