



GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES
Department of Property and Procurement

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December 12, 2025

Via Hand Delivery

Honorable Albert Bryan Jr.
Governor of the U.S. Virgin Islands
Government House
21-22 Kongens Gade
St. Thomas, U.S. Virgin Islands 00802

Thru: Gordon C. Rhea, Esq.
Attorney General
VI Department of Justice

Attn: Richard T. Evangelista, Esq.
Chief Legal Counsel to the Governor

**RE: Substitute Lease Packet for Consideration by the Legislature on December 15, 2025
(Bill No. 36-0199)**
**JUSTIFICATION FOR MULTI-YEAR LEASE – By and Between the Government
of the Virgin Islands and Accent Property Management, LLC.**

Dear Governor Bryan:

The Government of the U.S. Virgin Islands (“GVI”), acting through its Department of Property and Procurement (“DPP”) is submitting the enclosed new multi-year Business and Commercial Lease by and between the GVI and Accent Property Management, LLC (“Lessee”). It is DPP’s intention to replace the Lease numbered as Bill No. 36-0199, which was held in Committee on November 17, 2025. The GVI will enter into a Lease Agreement with Accent Property Management, LLC (“Lessee”) for the following described Premises:

- a. Parcel No. 123 Subbase, St. Thomas, U.S. Virgin Islands, consisting of 39,240 U.S. sq. ft. or 0.905 U.S. acre(s) of improved land more-or-less, which also consists of and contains one (1) building, other structures, and parking surfaces (hereinafter the “Premises A”); and
- b. Parcel No. 129 Sub-base, St. Thomas, U.S. Virgin Islands, consisting of 30,675 U.S. sq. ft. or 0.704 U.S. acre(s) of improved land more-or-less, which also consists of and contains two (2) buildings, other structures, and parking surfaces (hereinafter the “Premises B”).

Collectively, Premises A and B shall be referred to as the "Premises," with further delineation of Parcel No. 123 Subbase and 129 Sub-Base on a Map-Geo aerial image attached hereto as (Exhibit "C").

The Lessee shall use the Premises for the development, construction, establishment, management, and operation of a variety of subtenant businesses. These may include, but are not limited to, warehouse facilities, office and commercial spaces, bulk storage areas, parking spaces, and any other related or ancillary purposes consistent with such uses. Pursuant to 31 V.I.C. § 205 (b), DPP is requesting further processing through your office.

As to Parcel No. 123 Subbase, Lessee shall evaluate the feasibility of repairs to the existing Building, and if necessary, seek required permitting and approvals to demolish the existing Building on Parcel No. 123 Subbase and constructing a new, commercially suitable building in its place. As to Parcel No. 129 Sub-base, which contains two (2) buildings, Lessee shall: inspect the existing buildings, including the roof and premises to evaluate structural engineering integrity; assess feasibility of repairs to the existing buildings, and if necessary seek required permitting and approvals to demolish the two (2) buildings to construct new commercially suitable building(s) in their place or, alternatively, to reinforce the existing buildings for expansion; review existing zoning regulations to determine if rezoning is necessary to assess the current occupancy status to ensure that rents collected align with prevailing market rates.

The term of this agreement is for thirty (30) years with a renewal option of three (3) additional ten (10) year terms and requires the approval of the Legislature of the U.S. Virgin Islands, in accordance with 31 V.I.C § 205 (c). The annual rent for the above-referenced parcel will be **One Hundred Forty-Four Thousand Dollars and Zero Cents (\$144,000.00)** in equal monthly installments of **Twelve Thousand Dollars and Zero Cents (\$12,000.00)** during the term of this Lease. Lessee shall be required to pay reduced rent during the Construction & Financial Stabilization Period of sixty (60) months; **Six Thousand Dollars and Zero Cents (\$6,000.00)** per month, for months one through twelve (1-12); **Eight Thousand Dollars and Zero Cents (\$8,000.00)** per month, for months thirteen through twenty-four (13-24); **Nine Thousand Dollars and Zero Cents (\$9,000.00)** per month, for months twenty-five through thirty-six (25-36); and **Ten Thousand Dollars and Zero Cents (\$10,000.00)** per month, for months thirty-seven through sixty (37-60) of this Lease. As Additional Rent, the Lessee agrees to pay to the Lessor a revenue share equal to a percentage of all base rent actually received by the Lessee from any sublessee(s).

This version of the Lease includes changes related to the consideration under the Lease. These changes include a restructured, reduced rent period during the first five (5) year, an increase in the required investment for the redevelopment of the Premises and a restructured subleasing arrangement wherein the full thirty (30%) subleasing fee becomes due in year twenty-six of the original term as opposed to the renewal term beginning in year thirty – one (31).



The statutory provisions in 31 V.I.C. § 205, which govern the disposition of GVI property, do not require three (3) appraisals as part of the process for leasing or selling government property. Only 31 V.I.C. § 231a, which governs the acquisition of property by sale or exchange, requires that the GVI obtain three (3) appraisals during that process. DPP has decided not to submit an Appraisal Report for this property.

The GVI acquired Submarine Base, the former naval station, from the United States of America by Quitclaim Deed dated February 9, 1967. The original deed contains a boundary description to delineate the entire area of the former naval station, which was transferred. At the time of the GVI's acquisition of Submarine Base, there were no subdivisions of the parcels as they exist today. Therefore, Parcel Nos. 123 and 179 Subbase, St. Thomas, U.S. Virgin Islands, although within the boundary of Submarine Base, is not shown in the original vesting document. Subsequent, to gaining ownership, the GVI has surveyed and subdivided the Submarine Base, which created the various parcels.¹ Please refer to File No. D9-941-T71 (Exhibit "A") for the location of Parcel No. 123, Submarine Base, No. 6 Southside Quarter, St. Thomas, Virgin Islands, and File No. D9-953-T71 (Exhibit "B") for the location of Parcel No. 129, Subbase, St. Thomas, U.S. Virgin Islands.

Please find the following documents enclosed to facilitate the processing of this Lease:

- 1) Lease Agreement;
- 2) Exhibit "A" (File No. D9-941-T71);
- 3) Exhibit "B" (Map No. D9-953-T71);
- 4) Exhibit "C" (Map geo aerial image);
- 5) Exhibit "D" (Development Plan);
- 6) DPNR Zoning Certification;
- 7) Business License (expires 2/28/2026);
- 8) Certificate of Liability Insurance (expires 8/27/2026);
- 9) Certificate of Good Standing (expires 6/30/2026);
- 10) Articles of Organization;
- 11) Articles of Amendment;
- 12) Certified Resolution;
- 13) Prospectus for Access Property Management, LLC; and
- 14) Proof of Ownership;
 - a. Quitclaim Deed;
 - b. Act 2375; and
 - c. Act 3057.

¹ Additionally, in accordance with Section 3(a) of Act No. 2375, dated December 24, 1968 (enclosed), which created the Virgin Islands Port Authority ("VIPA"), title to the Submarine Base transferred to VIPA. Subsequently, in accordance with Sections 9 and 11 of Act No. 3057 (enclosed), approved May 28, 1971, title to all property which vested in VIPA per Act No. 2375 but were not facilities related to airport and marine terminals, were retransferred to the GVI, effective July 1, 1971. Therefore, since Parcel Nos. 123 Subbase and 129 Sub-Base, No. 6 Southside Quarter, St. Thomas, Virgin Islands was not a part of or related to airport or marine facilities, the Premises were transferred back to the GVI pursuant to Act No. 3057.



Thank you for your immediate consideration of this matter. If you have any questions or concerns, please feel free to contact Assistant Commissioner Vincent Richards via email at Vincent.Richards@dpp.vi.gov or (340) 774-0828 Ext. 4329 or Magdalene A. Morancie, Esq, Chief Legal Counsel, via email at Magdalene.Morancie@dpp.vi.gov or (340) 774-0828 Ext. 4302.

Respectfully,



Lisa M. Alejandro
Commissioner

LMA/wah/rdp

Encls.

cc: Vincent Richards, Assistant Commissioner
Magdalene A. Morancie, Esq., Chief Legal Counsel – DPP
File



Lease

LEASE AGREEMENT

GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT

And

ACCENT PROPERTY MANAGEMENT, LLC

PREMISES:

- a. Parcel No. 123 Subbase, St. Thomas, U.S. Virgin Islands, consisting of 39,240 U.S. sq. ft. or 0.90 U.S. acre(s) of improved land more-or-less, which also consists of and contains one (1) building, other structures, and parking surfaces; and
- b. Parcel No. 129 Sub-Base, St. Thomas, U.S. Virgin Islands, consisting of 30,675 U.S. sq. ft. or 0.704 U.S. acre(s) of improved land more-or-less, which also consists of and contains two (2) buildings, other structures, and parking surfaces.

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LEASE AGREEMENT

THIS LEASE made this _____ day of _____, 20____, by and between the **GOVERNMENT OF THE VIRGIN ISLANDS**, acting through its Commissioner of Property and Procurement, (hereinafter "Lessor" or "Government") and **ACCENT PROPERTY MANAGEMENT, LLC**, whose mailing address is Royal Palms Professional Building, 9053 Estate Thomas, Suite 101, Charlotte Amalie, St. Thomas, U.S. Virgin Islands 00802, (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:
 - a. Parcel No. 123 Subbase, St. Thomas, U.S. Virgin Islands, consisting of 39,240 U.S. sq. ft. or 0.90 U.S. acre(s) of improved land more-or-less, which is zoned I-2 "Industrial-Light" and consists of and contains one (1) building, other structures, and parking surfaces (hereinafter the "Premises A"). The aforesaid Premises is shown on File No. D9-941-T71, a copy of which is attached and made a part hereof as (Exhibit "A"); and
 - b. Parcel No. 129 Sub-Base, St. Thomas, U.S. Virgin Islands, consisting of 30,675 U.S. sq. ft. or 0.704 U.S. acre(s) of improved land more-or-less, which is zoned I-2 "Industrial-Light" and consists of and contains two (2) buildings, other structures, and parking surfaces (hereinafter the "Premises B"). The aforesaid Premises is shown on File No. D9-953-T71, a copy of which is attached and made a part hereof as (Exhibit "B").

Collectively, Premises A and B shall be referred to as the ("Premises"), with further delineation of Parcel No. 123 Subbase and 129 Sub-Base on a Map-Geo aerial image attached hereto as (Exhibit "C").

- 1.02 Use: The Lessee shall use the Premises for the development, construction, establishment, management, and operation of a variety of subtenant businesses. These may include, but are not limited to, warehouse facilities, office and commercial spaces, bulk storage areas, parking spaces, and any other related or ancillary purposes consistent with such uses. 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.
- 1.03 Development Plan: Lessee has submitted to Lessor, and Lessor has reviewed and approved, a development plan detailing the proposed development of the Premises the A

(“Development Plan”). The Development Plan, as mutually agreed upon by the parties, shall be attached to this Lease as (Exhibit “D”), and is hereby incorporated into and made a part of this Lease. The Development Plan shall outline, among other things, the anticipated phases of development, associated timelines, scope of work for each phase, and applicable governmental or third-party approvals.

1.04 **Binding Effect and Amendments:** The Development Plan, as approved at the time of Lease execution, shall serve as the governing framework for development activities on the Premises. The parties acknowledge, however, that circumstances may arise which necessitate changes to the timing, scope, or sequencing of development. Accordingly, the Development Plan may be amended from time to time by the mutual written agreement of Lessor and Lessee. Lessor agrees to act reasonably and in good faith when considering any such amendments. Lessor shall not unreasonably withhold, delay, or condition its consent to proposed amendments necessitated by material changes in conditions, including but not limited to regulatory requirements, availability of financing, construction delays, or market conditions. Lessor and Lessee acknowledge that development activities may be influenced by changing circumstances, including but not limited to, market conditions, regulatory requirements, construction delays, or force majeure events.

Lessor and Lessee agree to cooperate in good faith and maintain open communication during the course of the development. Either party may request meetings at reasonable intervals to discuss progress, necessary adjustments, or concerns related to the Development Plan. Upon written request of Lessee, Lessor shall designate a representative authorized to communicate and coordinate on development matters. Each party shall designate a representative who shall be responsible for coordinating communications and approvals related to the development process. Regular meetings may be held, as mutually agreed, to assess progress and discuss any proposed changes to the Development Plan. No amendment to the Development Plan shall be effective unless set forth in a written instrument signed by both Lessor and Lessee. Neither party shall have the authority to unilaterally modify any aspect of the Development Plan.

Except as expressly set forth in this Paragraph, the approval or amendment of the Development Plan shall not be construed as a waiver or modification of any other provisions of this Lease unless expressly agreed to in writing by both parties.

ARTICLE II

TERM

2.01 **Term:** The term of this Lease shall be for a period of thirty (30) years commencing on the first (1st) day of the month following approval by the Legislature of the U.S. 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 three (3) additional terms of ten (10) 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 R

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 (2nd) 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 hold over period shall be two hundred percent (200%) of the rent payable for the last calendar month of the term of this Lease, including renewals or extensions. The inclusion of the 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 Hundred Forty-Four Thousand Dollars and Zero Cents (\$144,000.00)** payable in equal monthly installments of **Twelve Thousand Dollars and Zero Cents (\$12,000.00)** during the term of this Lease. The Annual Rent shall commence on the first (1st) day of the month after the Construction & Financial Stabilization Period of sixty (60) months or less has expired, as described in Paragraph 4.01 herein. Payment of Annual Rent and Construction & Financial Stabilization Period 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 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, Construction & Financial Stabilization Period Rent, Additional Rent, and Late Payment Charges shall be paid at Lessor's office at 8201 Submarine Base Suite 4, St. Thomas, U.S. Virgin Islands 00802, together with any other sum due as additional rent as provided herein.

3.02 **Construction & Financial Stabilization Period Rent:** Lessee shall be required to pay reduced rent during the Construction & Financial Stabilization Period of sixty (60) months, the Construction Period is hereinafter defined in Paragraph 4.01, and Lessee shall be required to make reduced rent payments as follows:

A. Lessee shall be required to pay **Six Thousand Dollars and Zero Cents (\$6,000.00)** per month, for months one through twelve (1-12) of this Lease.

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- B. Lessee shall be required to pay **Eight Thousand Dollars and Zero Cents (\$8,000.00)** per month, for months thirteen through twenty-four (13-24) of this Lease.
- C. Lessee shall be required to pay **Nine Thousand Dollars and Zero Cents (\$9,000.00)** per month, for months twenty-five through thirty-six (25-36) of this Lease.
- D. Lessee shall be required to pay **Ten Thousand Dollars and Zero Cents (\$10,000.00)** per month, for months thirty-seven through sixty (37-60) of this Lease.

The Construction & Financial Stabilization Period Rent shall not be available or extended beyond the Construction & Financial Stabilization Period of sixty (60) months. Should all the improvements stated in Paragraph 4.01 be completed prior to the time allotted for the Construction & Financial Stabilization Period, the Annual Rent in Paragraph 3.01 will commence in the month immediately following the completion of improvements and financial stabilization.

3.03 Definition of Financial Stabilization: For the purposes of this Lease, "Financial Stabilization" of the Development shall be deemed to occur when the Development, as defined in (Exhibit "D"), has achieved all of the following conditions:

- i. Certificate of Occupancy: A final certificate of occupancy (or equivalent approval) has been issued for all occupied spaces;
- ii. Occupancy Threshold: At least seventy-five percent (75%) of the gross leasable area within the Development is subject to executed leases with tenants that are open and operating (or otherwise paying rent);
- iii. Completion of Core Infrastructure Improvements Development Plan: All core infrastructure and base building systems necessary for full operational use of the Development are substantially complete; and
- iv. Absence of Material Defaults: There are no uncured material defaults by Lessee under this Lease or by tenants under leases contributing to the occupancy threshold.

3.04 Subleasing Rights and Conditions: The Lessee shall have the right to sublease all or any portion of the Premises with the prior written consent of the Lessor, which shall not be unreasonably withheld, conditioned, or delayed. Any sublease shall be subject to the terms and conditions of this Master Lease Agreement, and the Lessee shall remain fully liable for the performance of all obligations hereunder.

Notwithstanding anything in this Sublease to the contrary, in the event the Master Lease is terminated for any reason, including, but not limited to, due to a default by Lessee and failure to cure such default beyond the expiration of applicable notice and cure periods, provided that any Sublessee is not in default under the terms thereof, Sublessee's rights under this Sublease and possession of the Premises thereunder shall not be affected or disturbed by Lessor in the exercise of any of Lessor's rights and remedies under the Master Lease. Upon termination of the Master Lease, Sublessee shall continue in occupancy of the Premises upon the terms and conditions of the Sublease, and shall attorn to Lessor or any new Sublessor, until such time as 

the Lessor either executes a new lease with Sublessee, subject to the provisions in 31 V.I.C 205(b) and (c), or other applicable provision or Lessor executes a new Master Lease for the Premises. Sublessee's attornment hereunder shall be effective and self-operative without the execution of any other instruments on the part of any party hereto, immediately upon Lessor's acquisition of possession to the Premises.

3.05 **Sublease Revenue Sharing and Additional Rent:** As Additional Rent, the Lessee agrees to pay to the Lessor a revenue share equal to a percentage of all base rent received by the Lessee from any sublease of the Premises or any portion thereof. "Base Rent" includes all amounts actually received by Lessee from any sublessee(s) paid in connection with the sublease.

- a. Lessee shall be required to pay Lessor Additional Rent of five percent (5%) of all base rent actually collected monthly by Lessee per month, from the first (1st) year through the fifth (5th) year.
- b. Lessee shall be required to pay Lessor Additional Rent of ten percent (10%) of all base rent actually collected monthly by Lessee per month, after the sixth (6th) year through the tenth (10th) year.
- c. Lessee shall be required to pay Lessor Additional Rent of fifteen percent (15%) of all base rent actually collected monthly by Lessee per month, from the eleventh (11th) year through the fifteenth (15th) year.
- d. Lessee shall be required to pay Lessor Additional Rent of twenty percent (20%) of all base rent actually collected monthly by Lessee per month, from the sixteenth (16th) year through the twentieth (20th) year.
- e. Lessee shall be required to pay Lessor Additional Rent of twenty-five percent (25%) of all base rent actually collected monthly by Lessee per month, from the twenty-first (21st) year through the twenty-fifth (25th) year.
- f. **Lessee shall be required to pay Lessor Additional Rent of thirty percent (30%) of all base rent actually collected monthly by Lessee per month, for the twenty-sixth (26th) year through the end of the Initial Term and any Renewal Term.**

3.06 **Payment and Reporting:** The revenue share shall be calculated and paid to the Lessor on a monthly basis, no later than the tenth (10th) day of each calendar month for revenues received in the preceding month. Together with each payment, Lessee shall deliver a report in reasonable detail showing:

- i. A copy of each active sublease;
- ii. The gross base rent revenue received under each sublease.
- iii. A calculation of the base rent revenue share due to the Lessor. *(D)*

3.07 **Audit Rights:** The Lessor shall have the right, upon reasonable prior notice and no more than once per calendar year, to audit the books and records of the Lessee related to any sublease revenues for the purpose of verifying compliance with this revenue sharing provision. Any underpayment of more than five percent (5%) shall be due immediately, and subject to repayment with interest at the rate of one and a half percent (1.5%) per month.

3.08 **Assignment and Successors:** This revenue sharing obligation shall run with the Lease and bind all successors, assigns, and transferees of the Lessee. No assignment or transfer of the Lease shall relieve the Lessee of its obligations under this section unless expressly released in writing by the Lessor.

3.09 **Late Payment Charges:** Lessee acknowledges that late payment by Lessee to Government of rent and other charges provided for under this Lease will cause Government to incur costs not contemplated by this Lease, the exact amount of such cost, 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 repair costs and attorney's fees, 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.

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 value of **Three Million Dollars and Zero Cents (\$3,000,000.00)**, all of which are part of the Development Plan submitted to Lessor, and Lessor has reviewed and approved by the Commissioner of Property and Procurement. The Improvements to be made to the Premises are as follows:

LIST OF IMPROVEMENTS

1. **Building 1 (Parcel No. 123 Subbase)**
 - A. **Demolish, rebuild, or renovate the building's:**
 - i. Roof;
 - ii. Electrical systems;
 - iii. Plumbing;
 - iv. HVAC; and
 - v. Mechanical systems.

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2. Building 2 (Parcel No. 129 Subbase)

A. Renovate the building's:

- i. Roof;
- ii. Siding;
- iii. Electrical systems;
- iv. Plumbing;
- v. HVAC;
- vi. Mechanical systems; and
- vii. Interior.

3. Building 3 (Parcel No. 129 Subbase)

A. Renovate the building's:

- i. Roof;
- ii. Siding;
- iii. Rollup doors; and
- iv. Interior.

The improvements shall be completed no later than sixty (60) months of the Commencement Date of this Lease ("Construction Period").

Lessee agrees to keep the said Premises and appurtenances as repaired, constructed or otherwise developed 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 or better condition as it was since the Commencement Date, 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 within seven (7) days after termination shall become the property of the Lessor.

4.03 **Location and Improvements:** The above-mentioned improvements are located at Parcel No. 123 Subbase and Parcel No. 129 Sub-Base, 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 Paragraph shall not apply in the case of damage or destruction by RD

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 3.09 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 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 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. *AD*

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, 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 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 if attainable keep all buildings on the Premises insured against loss or damage by fire, 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 Lessee's receipt of its Occupancy Certificates for the Premises. All policies shall name the Lessor as additional loss payee.

6.05 **Environmental Limitation of Liability and Indemnity:** Under no circumstances shall Lessee be held responsible for any hazardous materials or contamination that existed on the Premises prior to Lessee's occupancy or which are caused by the negligence of Lessor or its employees, agents, or contractors. Lessor shall indemnify, defend, and hold Lessee harmless to the fullest extent of the law from and against all damages, claims, causes of actions, fines, penalties, including without limitation costs of remediation, which result from hazardous materials or contamination of any kind which existed on the Premises prior to Lessee's occupancy or which are caused by the negligence of Lessor or its employees,

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agents, or contractors. The indemnification obligations of Lessor created by this section shall survive the expiration or termination of the Term or any Renewal Term herein.

ARTICLE VII

ENTRY BY LESSOR

7.01 Access to Premises: Lessor or Lessor's agents shall have the right to enter upon the Premises to inspect progress of any development to the property upon forty-eight (48) hours notice to the Lessee. In the event of an emergency, however, the aforementioned forty-eight (48) hours notice provision is waived and the Lessor has the right to enter the Premises to prevent any damage to the Property.

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 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:

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

8.02 Rights of Lessor and Lessee: Lessor and Lessee shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a taking or intended taking and to make full proof of its claims. No agreement, settlement, sale, or transfer to or with the condemning authority shall be made without the consent of both parties. Lessor and Lessee each agree to execute and deliver to the other any instrument that may be required by the provisions of this Lease relating to the condemnation.

8.03 Taking of Leasehold: Upon the total taking, Lessee's obligation to pay rent and other charges hereunder shall terminate on the date of taking, or possession given, whichever is R

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 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 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.

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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 into 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 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.

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:

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

LESSEE: Access Property Management, LLC.
Royal Palms Professional Building
9053 Estate Thomas Suite 101
St. Thomas, U.S. Virgin Islands 0080

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

- 10.02 Non-discrimination: Lessee in exercising any of the rights or privileges granted by this Lease, shall not, on the grounds of race, color, creed, sex, or national origin discriminate or permit discrimination against any person.
- 10.03 Officials not to Benefit: No member of the U.S. Congress or the Territorial Legislature, no official or officer of the United States or the Virgin Islands Government, or any of their instrumentalities shall be admitted to any share of this Lease or any benefit of value that may arise therefrom.
- 10.04 Agreement made in the Virgin Islands: The laws of the U.S. Virgin Islands shall govern the validity, performance, and enforcement of this Lease.
- 10.05 Counterparts: This document is executed in 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 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 terms, provisions, covenants, and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee and their successors, and assigns. AP

- 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 Legislature of the U.S. 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 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

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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 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 re-zoning of the Premises and to do business in the U.S. 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 this 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. AD

[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:

Jacqueline Neffhopp
(Print)
Jacqueline Neffhopp
(Sign)
Colleen Bitter-Garvey
(Print)
Colleen Bitter-Garvey
(Sign)

LESSEE:

Accent Property Management, LLC

BY: Randa DeSouza
Randa DeSouza,
Chief Administrative Officer

ACKNOWLEDGEMENT

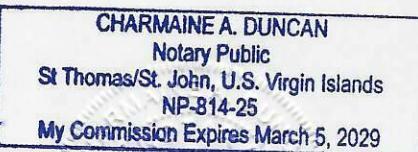
Territory of the Virgin Islands)
District of St. Thomas/St. John) ss:

Before me personally appeared Randa DeSouza, Chief Administrative Officer of Accent Property Management, LLC, 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

11 day of December A.D. 2025

Charmaine Duncan
Notary Public



GOVERNMENT OF THE VIRGIN ISLANDS

BY:


Lisa M. Alejandro, Commissioner
Department of Property and Procurement

Date:

12/11/2025

WITNESSES:

MAGDALENE A. MORANIE
(Print)

Magdalene A. Moranie
(Sign)

William A. Harris
(Print)

William A. Harris
(Sign)

APPROVED AS TO LEGAL SUFFICIENCY

Gordon C. Rhea, Esq., Attorney General

BY:

Assistant Attorney General

Date:

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: _____