

LEASE AGREEMENT

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

And

CARIBBEAN BUZZ, LLC

PREMISES: A portion of Remainder Parcel No. 3B Estate Susannaberg, 17A Cruz Bay Quarter, St. John, U.S. Virgin Islands, consisting of 9,000 U.S. sq. ft. or 0.206 U.S. acre(s) of improved land more-or-less.

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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 the Department of Property and Procurement, (hereinafter "Lessor" or "Government") and **Caribbean Buzz, LLC**, whose mailing address is P.O. Box 7702 Charlotte Amalie, 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 a portion of Remainder Parcel No. 3B Estate Susannaberg, 17A Cruz Bay Quarter, St. John, U.S. Virgin Islands, consisting of 9,000 U.S. sq. ft. or 0.206 U.S. acre(s) of improved land more-or-less, which is zoned "R-2" (Residential-Low Density – One and Two Family) (hereinafter the "Premises"). Remainder Parcel No. 3B Estate Susannaberg is shown on OLG No. A9-404-T92, a copy of which is attached and made a part hereof as Exhibit "A," with further delineation of the Premises on a Map Geo aerial image as Exhibit "B," also made a part hereof.
- 1.02 Use: The Lessee shall use the hereby Premises to operate and manage a helicopter transportation service effectively and safely at the existing helipad, with the additional purpose of medical evacuations via helicopter from St. John to St. Thomas, and for other related purposes. 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.

ARTICLE II

TERM

- 2.01 Initial Term: The term of this Lease shall be for a period of twenty (20) years ("Initial Term") commencing on the first (1st) day of the month following approval by the Legislature of the Virgin Islands ("Commencement Date").
- 2.02 Options: If Lessee is not in default in the performance of any material condition of this Lease at the expiration of the Initial Term, Lessee shall have the option to renew this Lease for two (2) additional terms of five (5) years each (each a "Renewal Term") at the rent provided for in Paragraph 3.02 hereof by giving written notice of such renewal at least thirty (30) days prior to the expiration of the Initial Term in the case of the first (1st) renewal or at least thirty (30) days prior to the expiration of the Renewal Term in the case of the second renewal.

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- 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 **Six Thousand Dollars and Zero Cents (\$6,000.00)** payable in equal monthly installments of **Five Hundred Dollars and Zero Cents (\$500.00)** in equal monthly installments during the term of this Lease. The Annual Rent shall commence on the first (1st) day of the month. Payment of Annual Rent shall be made in equal monthly installments in advance on the first (1st) day of every month during the term thereof, without any previous demand by Lessor, provided, however, if possession of the Premises is granted to the Lessee at a date after the first (1st) day of the month, then in such event, the rent for such first (1st) month shall be prorated.

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

- 3.02 Readjustment of Rent: The rent payable under this Lease shall be adjusted after the first (1st) year of the Initial Term, and every year thereafter, including any Renewal Term, in accordance with the increase of the Consumer Price Index ("CPI") as established by the U.S. Department of Labor, Bureau of Labor Statistics for "All Items, All Urban Consumers (1967-100%)" as follows, provided, however, no adjustments in rent for any year shall be increased more than three percent (3%) over any preceding year.
- i. The CPI as of the first (1st) month of the Initial Term and as of the first (1st) month of each subsequent Lease year shall be the base price index and the CPI as of the month immediately preceding the first (1st) month of any Lease year after the first (1st) Lease year of the Initial Term shall be the current price index.

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- ii. The current price index shall be divided by the base price index and the quotient thereof shall be multiplied by the annual rent of the prior year.
- iii. The resulting product shall be the annual base rent for the current year.
- iv. At the end of the first (1st) year of the Initial Term and every year thereafter of this Lease, the base rent shall be adjusted in the same manner, using the index for the month preceding the first month of each Lease year of the Lease Term for the current price index.

In no event shall any rent determined in the above manner be reduced below the annual rent of **Six Thousand Dollars and Zero Cents (\$6,000.00)**.

- 3.03 Late Payment Charges: Lessee acknowledges that late payment by Lessee to Government of rent and all other charges provided for under this Lease will cause Government to incur costs not contemplated by this Lease, the exact amount of such costs includes without limitation, processing, and accounting charges. Therefore, if any installment of rent or any other charge due from Lessee is not received by Government within ten (10) days of the due date, 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 the Government will incur by reason of the late payment by Lessee. Acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Government from exercising any of the other rights and remedies available to Government.

ARTICLE IV

IMPROVEMENTS

- 4.01 Improvements: As a part of the consideration for this agreement, the Lessee shall provide at its own cost and expense the following Improvements and Activities (hereinafter the "Improvements and Activities") owned by Lessee at an estimated cost of **Forty Thousand Dollars and Zero Cents (\$40,000.00)** which is subject to the prior written consent obtained in each-and-every case from the Commissioner of Property and Procurement; in addition to whatever other licenses or permits are deemed necessary. Improvements to be made to the Premises are as follows:

LIST OF IMPROVEMENTS:

1. Repaint the existing helipad to foster easy visibility from the air;
2. Installation of a windsock as part of the existing helipad;
3. Installation and maintenance of landing lights;

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4. Construction of a covered helipad waiting area with benches for seating; and
5. Landscaping, trimming, and pruning of the grounds and trees.

The Improvements shall be completed no later than twenty-four (24) months of the Commencement Date of this Lease ("Construction Period").

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

- 4.02 Title to Improvements: At the conclusion of this Lease or if renewed, any renewal, title to any structure or improvement by Lessee which is attached to the realty shall vest in the Lessor. Furniture or other personal items, if not removed from the Premises prior to termination shall become the property of the Lessor.
- 4.03 Location and Improvements: The above-mentioned improvements will be located at a portion of Remainder Parcel No. 3B Estate Susannaberg, 17A Cruz Bay Quarter, St. John, 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 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 the Lessor, together with interest at the rate provided in Paragraph 3.03 shall be paid by the Lessee as additional rent.

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

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

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

ARTICLE V

MECHANIC'S LIEN

5.01 Mechanic's Lien: Nothing contained in this Lease shall be deemed, construed, or interpreted to imply any consent or agreement on the part of Lessor to subject Lessor's interest or estate to any liability under any mechanic's lien. Should any notice of intention to file a lien under Title 28, Chapter 12 of the Virgin Islands Code or any mechanics or other lien be filed against the property of the Lessor, for any work, labor, services, or materials performed at or furnished to the Premises for or on behalf of the Lessee or anyone holding any part of the Premises through or under Lessee, Lessee shall cause the same to be 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 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

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not be subject to cancellation, termination, or change, except after thirty (30) days prior written notice to Lessor, Lessee shall furnish Lessor, or Lessor's designee, with a certificate of insurance evidencing the coverage required hereunder on the day Lessee commences occupancy or work in or about the premises herein leased. All such policies shall name the Lessor as additional insured for the full insured amount.

- 6.02 Indemnity: Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims and demands (unless resulting from the negligence of the Lessor, its agents, contractors, servants, or employees) for or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of the business conducted on the Premises leased herein or occurring in, on or about said Premises or any adjacent area under the control of the Lessee or arising directly or indirectly, from any act or omission of Lessee or subtenant or their respective servants, agents, employees, or contractors, and from and against any and all costs, expenses, and liabilities incurred in connection with any such claim or proceeding brought thereon.
- 6.03 Non-Liability: Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by the acts or omissions of persons occupying any property adjacent to or adjoining the Premises, or any part thereof, or for any loss or damage resulting to Lessee or its Premises from water, gas, steam, fire, or the bursting, stoppage, or leaking of pipes, provided such loss or damage is not occasioned by the negligence of Lessor or its agents, contractors, or employees.
- 6.04 Fire and Extended Coverage by Lessee: Lessee shall keep all buildings on the Premises insured against loss or damage by fire, windstorm, and earthquake with the usually extended coverage endorsements, in amounts not less than eighty percent (80%) of the full insurable value thereof. A copy of all insurance policies shall be delivered to the Lessor within twenty (20) days of the Commencement Date of this Lease. All policies shall name the Lessor as the loss payee.

ARTICLE VII

ENTRY BY LESSOR

- 7.01 Access to Premises: Lessor or Lessor's agents shall have the right to enter upon the Premises at all reasonable times to examine the same and to show them to prospective purchasers, lenders, or lessees.
- 7.02 Easement for Pipes and Water Storage Tank Facility: Lessee shall permit Lessor or its designees to erect, use, maintain, and repair pipes, water storage tank facility, cables, and wires, on or through the Premises as and to the extent that Lessor may or hereafter deem to be necessary or appropriate.

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

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ARTICLE VIII

CONDEMNATION

- 8.01 Notice of Condemnation: The party receiving any notice of the kind specified below which involves the Premises shall promptly give the other party notice of the receipt, contents, and date of the notice received, which shall include:
- a. Notice of Intent of Taking.
 - b. Service of any legal process relating to condemnation of the Premises for improvements.
 - c. Notice in connection with any proceedings or negotiations with respect to such a condemnation.
- 8.02 Rights of Lessor and Lessee: Lessor and Lessee shall each have the right to represent 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 is 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, ASSIGNMENT, AND TRANSFERS

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

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- A. Be in arrears in the payment of the whole or any part of the amount agreed upon hereunder for a period of forty-five (45) days after the Lessor has notified the Lessee in writing that payment was not received when due.
- B. File in court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee for all or a portion of Lessee's property.
- C. Make any general assignment for the benefit of creditors.
- D. Abandon the Premises by not occupying the Premises for a period of ninety (90) days without notice to the Lessor and failing to pay rent during that ninety (90) day period.
- E. Default in performance of any of the covenants and conditions required herein (except rent payments) to be kept and performed by Lessee, and such default continues for a period of forty-five (45) days after receipt of written notice from Lessor to cure such default unless, during such forty-five (45) day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default. If default by Lessee in the performance of its obligations hereunder is precipitated in whole or in part, by activities for which Lessor is solely responsible, the period herein established to commence a cure for the said default will be extended for a reasonable period to account for the effect of Lessor's activities.
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings.
- G. Be made a party of any receivership proceeding in which a receiver is appointed for the Premises or affairs of Lessee where such receivership is not vacated within sixty (60) days after the appointment of such receiver.
- H. Fail to pay the outstanding assessed real property taxes for two (2) years on improvements Lessee constructed upon the Premises.

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

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

9.02 Termination: This Lease shall terminate at the end of the Lease term or last exercised Renewal Term.

9.03 Repossessing and Re-letting: In the event of default by Lessee hereunder which shall remain uncured after the required notices have been given pursuant to this Lease and for

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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 the 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 will not assign or transfer this Lease or any interest therein, without the prior written consent of Lessor which shall not be unreasonably withheld. Any consent of any assignment shall not be deemed consent to any subsequent assignment.
- 9.05 Subleasing: Lessee shall not sublet the Premises in whole or in part without Lessor's advance written consent. Lessor's consent does not release Lessee from any of its obligations under this lease. In the event that the Lessor consents to sublease the Premises or any part thereof, the Lessee shall pay to the Lessor an additional amount equal to thirty percent (30%) monthly of such subleasing income as additional rent. This additional rent shall be due and payable on the next rent day after such subletting rent becomes due from the subtenant.

ARTICLE X

GENERAL TERMS AND CONDITIONS

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

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

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LESSEE: Caribbean Buzz, LLC
P.O. Box 7702
Charlotte Amalie
St. Thomas, U.S. 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 instrumentalities shall be admitted to any share of this Lease or any benefit of value that may arise therefrom.
- 10.04 Agreement made in the Virgin Islands: The laws of the U.S. Virgin Islands shall govern the validity, performance, and enforcement of this Lease.
- 10.05 Counterparts: This document is executed in one part which shall be deemed an original.
- 10.06 Cumulative Rights and Remedies: All rights and remedies of Lessor here enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Lessor of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- 10.07 Interpretation: Words of gender used in this Lease shall be held to include the singular, plural, and vice versa unless the context otherwise requires.
- 10.08 Agreement Made in Writing: This Lease contains all agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.
- 10.09 Paragraph Headings: The table of contents of this Lease and the captions of the various articles and paragraphs of this Lease are for convenience and ease of reference only and do not affect the scope, content, or intent of this Lease or any part or parts of this Lease.
- 10.10 Invalidity or Illegality of Provisions: The invalidity or illegality of any provisions shall not affect the remainder of this Lease.
- 10.11 Successors and Assigns: All terms, provisions, covenants, and conditions of this Lease shall inure to the benefit of and be binding upon Lessor and Lessee and their successor, and assigns.

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- 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 will not become effective unless approved by the Governor and the Legislature of the Virgin Islands.
- 10.14 Entire Agreement: This Lease constitutes the entire agreement of the Parties relating to the subject matter addressed herein. This Lease supersedes all prior communications or agreements between the Parties, with respect to the subject matter herein, whether written or oral.
- 10.15 Conflict of Interest: Lessee covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under this Lease.
- a. Lessee further covenants that it is:
1. not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the Legislative, Executive, or Judicial branch of the Government or any agency, board, commission, or independent instrumentality of the Government, whether compensated on a salary, fee, or contractual basis); or
 2. a territorial officer or employee and, as such, has:
 - i. familiarized itself with the provisions of Title 3 Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provisions set forth in Section 1108 thereof;
 - ii. not made, negotiated, or influenced this contract, in its official capacity; and
 - iii. no financial interest in the contract as that term is defined in Section 1101 of said Code chapter.
- 10.16 Rights of Holder of the Leasehold Mortgage: Notwithstanding anything to the contrary herein contained, Lessor agrees that in the event that Lessee secures a leasehold mortgage and thereafter defaults in the performance, of any of the terms and conditions of this Lease, Lessor will give notice of such default to any holder of the leasehold mortgage (where Lessor has been notified of the identity of the leasehold mortgage) and a like notice of the default to the Lessee. The Lessee or the holder of the leasehold mortgage shall have the right to remedy any such default within a period of forty-five (45) days from the date the

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notice is mailed by registered or certified mail, return receipt requested, to the holder of the leasehold mortgage and the Lessee.

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

In the event that this Lease is terminated, Lessor may enter into a new lease of the Premises with the holder of the leasehold mortgage, or its designee, within thirty (30) days after receipt of such request, which new lease will be effective as of the date of such termination of this Lease and shall run for the remainder of the same term, and subject to the same covenants, conditions, and agreements; provided that the holder of the leasehold mortgage, or its designee, (i) contemporaneously with the delivery of the 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 Virgin Islands including but not limited to zoning, Coastal Zone Management (CZM), building codes, environmental, and American Disabilities Act (ADA). The Lessee shall obtain all licenses, permits, and any required rezoning of the Premises and to do business in the Virgin Islands as required.
- 10.18 Waiver: Waiver by Lessor of any breach of any term condition or covenant of this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other terms, conditions, or covenants of this Lease. No delay or omission to exercise any right or power hereunder shall impair any right or power of the 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.

Lessee's Initials 


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

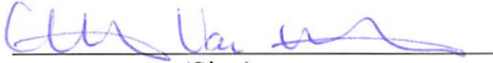
WITNESSES:

LESSEE:

Caribbean Buzz, LLC.

Charlotte Van Heurck
(Print)

BY: 
Nicholas G. Van Heurck
Owner


(Sign)

CAROL A. OLSON
(Print)

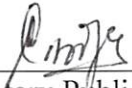
Carol A. Olson
(Sign)

ACKNOWLEDGEMENT

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

Before me personally appeared Nicholas G. Van Heurck, Owner of Caribbean Buzz, 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 7th day of APRIL A.D. 2025

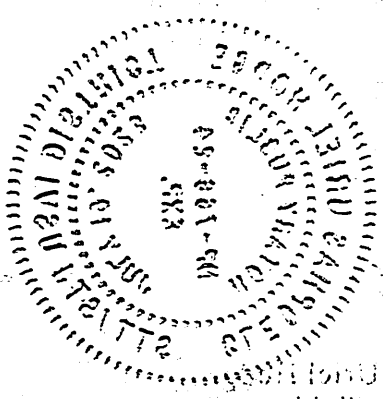

Notary Public

Cleophas Uriel Hodge
Notary Public
NP-766-24

My Commission Expires: July 19 2028
St. Thomas/St. John, U.S. Virgin Islands



Handwritten signature



U.S. Commission on the Causes and Prevention of Violence
Washington, D.C. 20540
January 19, 1968



GOVERNMENT OF THE VIRGIN ISLANDS

WITNESSES:

BY:

Lisa M. Alejandro, Commissioner
Department of Property and Procurement

Date:

5/5/2025

CAROL E L. ORIOL

(Print)

Leanne L. Driol
(Sign)

(Sign)

MAGDALENE A. MORANUE

(Print)

Magdalena A. Peranen
(Sign)

(Sign)

APPROVED AS TO LEGAL SUFFICIENCY

Gordon C. Rhea, Esq., Attorney General

BY:

Assistant Attorney General

Date:

5/6/2025

APPROVED

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

Date:

5/12/25

APPROVED

Honorable Milton E. Potter

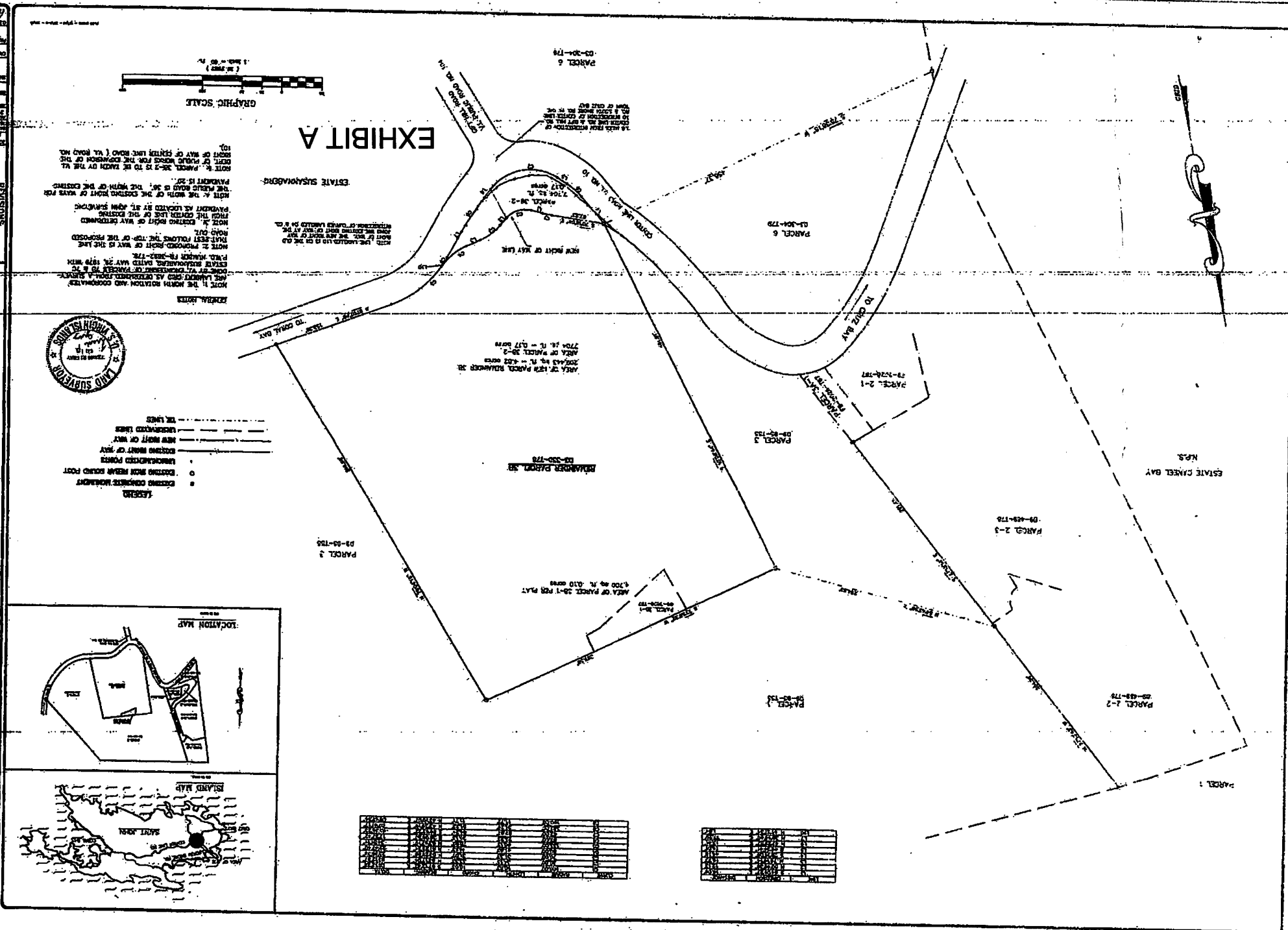
President of the 36th Legislature of the U.S. Virgin Islands

Date:

2014-2015 A-30-B-950-001-1

JUSTICE: SOLICITOR GENERAL
MAY 6 2025 AM 9:41

EXHIBIT A



JUSTICE SOLICITOR GENERAL
MAY 6 2025 AM 9:41

EXHIBIT B

A portion of Remainder Parcel No. 3B Estate Susannaberg, 17A Cruz Bay Quarter, St. John, U.S. Virgin Islands



Print map scale is approximate.
Critical layout or measurement
activities should not be done using
this resource.



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

US Virgin Islands makes no claims and no warranties,
expressed or implied, concerning the validity or accuracy of
the GIS data presented on this map.
Geometry updated 02/2021
Data updated 03/2021

EXHIBIT B

consisting of 9,000 U.S. sq. ft.
or 0.206 U.S. acre(s) of improved land
more-or-less.

ZONING CERTIFICATION
WITH APPROVALS



GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES
-----0-----
DEPARTMENT OF PLANNING AND NATURAL RESOURCES
4611 Tutu Park Mall
Suite 300, 2nd Floor
St. Thomas, VI 00802
(340) 774-3320
45 Mars Hill, Frederiksted
St. Croix, VI 00840
(340) 773-1082
dpr.vi.gov



Office of the Commissioner

April 30, 2024

ZONING CERTIFICATION

This will certify that Parcel No. 3B Estate Susannaberg, St. John is zoned R-2 (Residential-Low Density-One and Two Family) as per Official Zoning Map No. SJZ-1. The proposed use of operating and managing a helicopter transportation service at the existing helipad on Parcel No. 3B would be permitted as an accessory use to the Myrah Keating Smith Community Health Center. However, Virgin Islands Code, Title 29, Chapter 3, Subchapter 1, Section 226, General Provisions must be met:

Heliports (h) Notwithstanding any law to the contrary, no helicopter landing pad, landing or heliport shall be established without the prior approval of the Department of Planning and Natural Resources, the Department of Public Works, the Port Authority, and the Legislature.

Please note accessory uses are allowed with the following conditions as per Section 233 of the Zoning Code:

General limitations upon accessory uses

(a) An accessory use shall be located upon the same lot with a principal use, unless otherwise set forth in this subchapter.

An accessory use shall be subordinate to the principal use and shall be a use or activity which is customarily incidental to the principal use.

An accessory use shall not materially or substantially change or alter the character of activity of the principal use it serves.

An accessory use shall include accessory buildings and structures to include memorial chapels.

This letter serves as approval of the Department of Planning and Natural Resources.

If there are any further questions or concerns, please contact Leia LaPlace, Territorial Planner, Division of Comprehensive and Coastal Zone Planning (CCZP) at 340-773-1082 extension 2215 or leia.laplace@dpr.vi.gov.

Sincerely,

Jozette J. Walker, CPM
Assistant Commissioner

Cc: Jean-Pierre L. Oriol, Commissioner



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

8201 Sub Base, 3rd Floor, St. Thomas, U.S. Virgin Islands 00802
3274 Estate Richmond, Christiansted, U.S. Virgin Islands 00820

St. Thomas:
Main Office: (340) 774-0828
Fax: (340) 777-9587

St. Croix:
Main Office: (340) 773-1561
www.dpp.vi.gov



October 28, 2024

Via Electronic Mail: cdowe@viport.com

Executive Director Carlton Dowe
Virgin Islands Port Authority
8074 Lindbergh Bay,
St. Thomas, Virgin Islands 00802

RE: HELICOPTER LANDING PAD – Remainder Parcel No. 3B Estate Susannaberg, 17A Cruz Bay Quarter, St. John, United States Virgin Islands – Lease Between the Government of the Virgin Islands and Caribbean Buzz, LLC d/b/a Caribbean Buzz

Dear Executive Director Dowe:

The Department of Property and Procurement (“DPP”) is requesting the Virgin Islands Port Authority’s (“VIPA”) approval for the operation of a heliport at a portion of Remainder Parcel No. 3B Estate Susannaberg, 17A Cruz Bay Quarter, St. John, United States Virgin Islands (“Property”). VIPA’s approval is required under 29 V.I.C. § 226(h)¹.

DPP is currently in negotiations with Caribbean Buzz, LLC, d/b/a Caribbean Buzz (“Lessee”), for a lease of the Property for the operation and management of a commercial and medical evacuation helicopter transportation service to facilitate helicopter transportation services for the residents of St. John, U.S. Virgin Islands.

The subject Property includes the underutilized heliport attached to the Myrah Keating Smith Health Center. The lease agreement will ensure that the Property and its infrastructure are upgraded and maintained by the Lessee, with the goal of enhancing transportation services for the residents on the island of St. John. We anticipate that this initiative will provide significant benefits to the community, without adversely impacting the use of the heliport by any local or federal government agencies.

In accordance with the guidance from the Department of Planning and Natural Resources, DPP is seeking VIPA’s approval for the use and upgrades of the existing helipad located at the Property, through this leasing effort. For your reference, we have enclosed the Zoning Certification.

¹ 29 V.I.C. § 226 (h), provides, “[n]otwithstanding any law to the contrary, no helicopter landing pad, landing or heliport shall be established without the prior approval of the Department of Planning and Natural Resources, the Department of Public Works, the Port Authority, and the Legislature. The Department is simultaneously seeking the approval of all other relevant agencies.

Thank you for your prompt attention to this matter. Should you have any questions or require additional information to process this request, please feel free to contact Assistant Commissioner Vincent Richards via email at vincent.richards@dpp.vi.gov or (340) 774-0828 Ext: 4329.

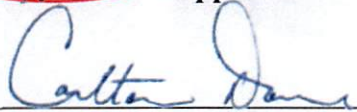
Respectfully,


Lisa M. Alejandro,
Commissioner

LMA/vr/wah/rdp

Encl.

~~Approved~~/Disapproved


Carlton Dowe, Executive Director
Virgin Islands Port Authority

11/19/2024

Date





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

8201 Sub Base, 3rd Floor, St. Thomas, U.S. Virgin Islands 00802
3274 Estate Richmond, Christiansted, U.S. Virgin Islands 00820

St. Thomas:
Main Office: (340) 774-0828
Fax: (340) 777-9587

St. Croix:
Main Office: (340) 773-1561
www.dpp.vi.gov



October 25, 2024

Via Electronic Mail: derek.gabriel@dpw.vi.gov

Commissioner Derek Gabriel
Department of Public Works
8244 Sub Base, Charlotte Amalie
St. Thomas, Virgin Islands 00802

RE: HELICOPTER LANDING PAD – Remainder Parcel No. 3B Estate Susannaberg, 17A Cruz Bay Quarter, St. John, United States Virgin Islands – Lease Between the Government of the Virgin Islands and Caribbean Buzz, LLC d/b/a Caribbean Buzz

Dear Commissioner Gabriel:

The Department of Property and Procurement (“DPP”) is requesting the Department of Public Works’ (“DPW”) approval for the operation of a heliport at a portion of Remainder Parcel No. 3B Estate Susannaberg, 17A Cruz Bay Quarter, St. John, United States Virgin Islands (“Property”). DPW’s approval is required under 29 V.I.C. § 226(h)¹.

DPP is currently in negotiations with Caribbean Buzz, LLC, d/b/a Caribbean Buzz (“Lessee”), for a lease of the Property for the operation and management of a commercial and medical evacuation helicopter transportation service to facilitate helicopter transportation services for the residents of St. John, U.S. Virgin Islands.


The subject Property includes the underutilized heliport attached to the Myrah Keating Smith Health Center. The lease agreement will ensure that the Property and its infrastructure are upgraded and maintained by the Lessee (“Lessee”), with the goal of enhancing transportation services for the residents on the island of St. John. We anticipate that this initiative will provide significant benefits to the community, without adversely impacting the use of the heliport by any local or federal government agencies.

In accordance with the guidance from the Department of Planning and Natural Resources, DPP is seeking DPW’s approval for the use and upgrades of the existing helipad located at the Property, through this leasing effort. For your reference, we have enclosed the Zoning Certification.

¹ 29 V.I.C. § 226 (h), provides, “[n]otwithstanding any law to the contrary, no helicopter landing pad, landing or heliport shall be established without the prior approval of the Department of Planning and Natural Resources, the Department of Public Works, the Port Authority, and the Legislature. The Department is simultaneously seeking the approval of all other relevant agencies.


Thank you for your prompt attention to this matter. Should you have any questions or require additional information to process this request, please feel free to contact Assistant Commissioner Vincent Richards via email at vincent.richards@dpp.vi.gov or (340) 774-0828 Ext: 4329.

Respectfully,


ve Lisa M. Alejandro
Commissioner

LMA/vr/wah/rdp

Encl.


Approved/Disapproved
Derek Gabriel, Commissioner
Department of Public Works


Date



THE UNITED STATES OF AMERICA
DISTRICT COURT OF THE DISTRICT OF COLUMBIA
IN RE: [illegible]
[illegible]

[illegible]
[illegible]

[illegible]

[illegible]

[illegible]
[illegible]

[illegible]

JUSTICE: SOLICITOR GENERAL
MAY 6 2025 AM 9:42

SUPPORTING BUSINESS DOCUMENTS

- (N/A) **Financial Statements/ Business Plan**
- (X) **Business License**
Expires: 07/31/2025
- (X) **Certificate of Liability Insurance (if already on property)**
Expires: 10/25/2025
- (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: 02/02/2023 Expires: N/A
- (X) **Certificate of Good Standing**
Dated: 07/03/2024 Expires: 06/30/2025
- (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: CARIBBEAN BUZZ, LLC	
Trade Name: CARIBBEAN BUZZ, LLC	
Mailing Address	Physical Address
PO BOX 7702 ST THOMAS ST. THOMAS VI 00801	8203 LINDBERGH BAY ST THOMAS ST. THOMAS VI 00802
Business No: 9220	License No: 1-9220-1L
Types of License(s) Air Charter Service (per plane)	

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.

2024

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 07/01/2024 until 07/31/2025
Printed on 12/06/2024
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

JUSTICE SOLICITOR GENERAL
MAY 6 2025 AM 9:42



CERTIFICATE OF AIRCRAFT INSURANCE

DATE (MM/DD/YYYY)
10/29/2021

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 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 Aviation Specialty Insurance, Inc./K.M. Dastur & Company	CONTACT NAME:		
	PHONE (A/C No. Ext):	FAX (A/C No.):	
INSURED Caribbean Buzz, LLC Anegada BVI 8202 Lindbergh Bay St. Thomas, USVI, 00802	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #:		
	INSURER(S) AFFORDING COVERAGE		
	INSURER A: Atrium	%	NAIC #
	INSURER B: Chubb	15	
	INSURER C: IGI	12.5	
	INSURER D: HDI	10	
	INSURER E: Beazley	18.75	
	INSURER F: Axis/Nexus/Ion	25	

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.

POLICY INFORMATION				CERTIFICATE NUMBER:				REVISION NUMBER:			
POLICY TYPE				LINE OF BUSINESS SUBCODE							
<input checked="" type="checkbox"/> INDUSTRIAL AID	<input type="checkbox"/> PLEASURE & BUS	<input checked="" type="checkbox"/> COMMERCIAL	<input type="checkbox"/> AIRPLANE	<input checked="" type="checkbox"/> HELICOPTER	<input type="checkbox"/> MIXED FLEET	<input type="checkbox"/> EXCESS	<input type="checkbox"/> QUOTA SHARE				
<input type="checkbox"/> NON-OWNED			<input type="checkbox"/> LIABILITY ONLY	<input checked="" type="checkbox"/> HULL & LIABILITY	<input type="checkbox"/> HULL ONLY						
AIRCRAFT INFORMATION				ACORD 333, Aircraft Schedule attached							
YEAR	MAKE	MODEL	SERIAL NUMBER		REGISTRATION NUMBER						
2021	Airbus	H145D3	21012		N282ZZ						
TERRITORY: Per MRC											

AIRCRAFT COVERAGES		INSURER LETTER		POLICY NUMBER		EFFECTIVE DATE		EXPIRATION DATE		ADDITIONAL INSURED? (Y / N)		SUBROGATION WAIVED? (Y / N)	
		A-F		AA90602021		10/25/2024		10/25/2025		Y		N	
COVERAGE		OPTIONS				LIMIT		APPLIES TO		LIMIT		APPLIES TO	
AIRCRAFT HULL		<input checked="" type="checkbox"/>				\$ 9,600,000				\$			
AIRCRAFT LIABILITY		<input checked="" type="checkbox"/>				\$ 25,000,000		EA OCC		\$		EA PER	
		<input checked="" type="checkbox"/>				\$ 500,000		EA PASS		\$		AGGR	
MEDICAL PAYMENTS		INCLUDING CREW				\$		EA PER					
		EXCLUDING CREW											
COVERAGE		OPTIONS				LIMIT		APPLIES TO		LIMIT		APPLIES TO	
CODE	DESCRIPTION					\$				\$			
						\$				\$			
						\$				\$			
						\$				\$			
						\$				\$			
						\$				\$			

DESCRIPTION OF OPERATIONS / REMARKS (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

--

CERTIFICATE HOLDER	CANCELLATION
Government of the Virgin Islands Department of Property and Procurement 8201 Subbase 3rd Floor St. Thomas, Virgin Islands 00802	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 <i>Matt Drummelsmith</i>

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JUSTICE: SOLICITOR GENERAL
MAY 6 2025 AM 9:43





1149 KMD

POLICY NUMBER: AA90602024

CONTRACT ENDORSEMENT

Unique Market Reference: B1149AA90602024
Endorsement Reference: ENDT 5 – HULL & LIABILITY
Dated in London: 25TH MARCH 2025
Insured: CARIBBEAN BUZZ MANAGEMENT LLC (CBZ)

AGREEMENT

AVS 100B		
AGREED BY SLIP LEADER ONLY	AGREED BY SLIP LEADER BUT ADVISE ALL INSURERS WITHIN 7 DAYS FROM   12/04/2025	TO BE AGREED BY ALL INSURERS.
(1)	(2)	(3)

Note: Where more than one Insurer participates in the contract, the contract terms may mean that it is not always necessary to obtain a record of agreement to the Contract Endorsement for all of those insurers.

All Other Terms and Conditions Remain Unchanged.



1149 KMD

POLICY NUMBER: AA90602024

CONTRACT ENDORSEMENT

Unique Market Reference: B1149AA90602024
Endorsement Reference: ENDT 7- HULL & LIABILITY
Dated in London: 25TH MARCH 2025
Insured: CARIBBEAN BUZZ MANAGEMENT LLC (CBZ)

CONTRACT CHANGES

This Contract is amended as follows:

Endorsement 25th March 2025
Effective Date: At local standard time at the address of the Insured

Interest: It is hereby noted and agreed that the following is included as an Additional Insured for their respective rights and interests. Warranted no operational interest:

Government of the Virgin Islands
Department of Property and Procurement
8201 Subbase 3rd Floor
St. Thomas, Virgin Islands 00802

USD 25,000,000 liability subject to USD 500,000 per passenger

All Other Terms and Conditions Remain Unchanged.

INFORMATION: Additonal Insured is a landowner where the Insured operates into.



12/04/2025



12/04/2025

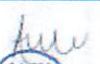



1149 KMD

POLICY NUMBER: AA90602024

AGREEMENT

Note: Where more than one Insurer participates in the contract, the contract terms may mean that it is not always necessary to obtain a record of agreement to the Contract Endorsement for all of those insurers.

  12/04/2025 AUW 609 H3EJTUM24AFX L3EJTUM24AFX				

**ARTICLES OF ORGANIZATION
CARIBBEAN BUZZ, LLC**

NAME OF COMPANY:

The name of this limited liability company is Caribbean Buzz, LLC, a Virgin Islands Limited Liability Company (hereinafter "the Company").

ADDRESS OF INITIAL DESIGNATED OFFICE:

The physical address of the principal office of the Company is: 8203 Lindberg Bay, St. Thomas, VI 00802. The mailing address of the Company is: PO Box 7702, St. Thomas, VI 00801.

NAME AND ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS:

The Company's Agent for service of process is Maria Rodriguez, 3-I-7 St. Peter Mountain Road, St. Thomas, VI 00802. The mailing address of the Company's Agent for service of process is PO Box 7702, St. Thomas, VI 00801.

NAME AND ADDRESS OF ORGANIZER:

The Organizer of the Company is Maria Rodriguez, 3-I-7 St. Peter Mountain Road, St. Thomas, VI 00802. The mailing address of the Organizer of the Company is PO Box 7702, St. Thomas, VI 00801.

MINIMUM AMOUNT OF CAPITAL:

The amount of capital with which the Company shall commence shall be One Thousand Dollars (\$1,000.00).

PERIOD OF DURATION OF THE LLC

The period of duration of the Limited Liability Company shall be perpetual.

MEMBER - MANAGED COMPANY:

The management of this limited liability company is reserved to the members, and it shall not have managers. The name and address of its initial member is Maria Rodriguez, 3-I-7 St. Peter Mountain Road, St. Thomas, VI 00802. The mailing address is PO Box 7702, St. Thomas, VI 00801.

LIABILITY FOR DEBTS OF THE COMPANY:

The debts, obligations, and liabilities of the Company, whether arising in contract, tort, or otherwise, are solely the debts, obligations, and liabilities of the Company and no member is personally liable.

In witness whereof, the undersigned Organizer of this limited liability company have signed the Articles on the date indicated.

Dated: 05/11/2011


Maria Rodriguez, Organizer

Subscribed and sworn before me this 11th day of May, 2011.

Notary Public Joann F. Penn-Lynch

My Commission Expires: July 26, 2013

NOTARY PUBLIC

Name: Joann F. Penn-Lynch

My Commission Exp. July 26, 2013

NP Commission # NP-047-09

St. Thomas/St. John, USVI District

RECEIVED
T. GOV. OFFICE
2011 MAY 11 AM 7 55
CORP. RECORDS - STT

JUSTICE: SOLICITOR GENERAL
MAY 6 2025 AM 9:43



CARIBBEAN
BUZZ

8202 Lindberg Bay
St. Thomas, USVI 00802
Phone (340) 775 7335
info@caribbean-buzz.com

April 21st, 2023

Caribbean Buzz LLC Company Resolution

Resolved that Ms. Maria Rodriguez Van Heurck former managing member of Caribbean Buzz LLC and shareholder is deceased on February 15th 2021.

Resolved Nicolas G Van Heurck current managing member and full shareholder of Caribbean Buzz, LLC.

Resolved that Mr. Nicolas G. Van Heurck and/ or Ms. Charlotte Van Heurck (directors/managers) of the company be are hereby authorized to sign and execute any of mentioned documents, carry out modifications or amendments thereto and affix the Seal of the Company, thereon (wherever necessary) in accordance with the Articles of Organization of the Company.

These resolutions passed unanimously.

Nicolas G Van Heurck

Owner

Charlotte M Van Heurck

Manager



CARIBBEAN BUZZ

8202 Lindberg Bay
St. Thomas, USVI 00802
Phone (340) 775 7335
info@caribbean-buzz.com

BUSINESS RESOLUTION OF CARIBBEAN BUZZ, LLC

Date February 2, 2023

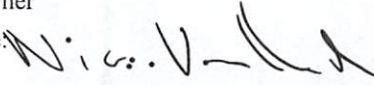
Dear Sir/Madam:

This certifies as a true copy of the Corporate Resolution in accordance to the business and has not been amended or revoked. I, **Nicolas G. Van Heurck**, hereby certify that I am the **Owner** of the business **Caribbean Buzz, LLC**, a company organized and existing under the laws of the U.S. Virgin Islands. I am an authorized personnel to make decisions and sign on behalf of the business.


Additional authorized personnel to make decisions and sign on behalf of the business are **Charlotte M. Van Heurck** and **Nicolas M. Van Heurck**.

Name: Nicolas G. Van Heurck

Title: Owner

Signature: 

Witness Name: Charlotte M. Van Heurck

Signature: 



**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 **CARIBBEAN BUZZ, 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, 2025.

Entity Type: Domestic Limited Liability Company

Entity Status: In Good Standing

Registration Date: 05/11/2011

Jurisdiction: United States Virgin Islands, United States

Witness my hand and the seal of the Government of the United States Virgin Islands, on this 3rd day of July, 2024.



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

**Tregenza A. Roach
Lieutenant Governor
United States Virgin Islands**



CARIBBEAN BUZZ

8202 Lindberg Bay
St. Thomas, USVI 00802
Phone (340) 775 7335
info@caribbean-buzz.com

PROJECT: ST. JOHN HELIPAD

November 29th, 2022

Overview:

Caribbean Buzz proposes to lease the Myrah Keating Clinic to establish safe operations. Being a helicopter operator we are best positioned for those needs. We currently have purview and oversight of the BVI helipads for the residents and tourists in Virgin Gorda, Tortola and Anegada. The Myrah Keating has oversight of the only public use helipad on St. John. It requires prior approval to land which can at times be difficult to obtain. St. John is the only Caribbean island to not have an aviation hub. While it's home to about 5,000 residents, more than 2 million tourists visit the St. Thomas/St. John islands each year. The St. John National Park, in 2017, recorded 300,000 visitors and since then we can only imagine that has grown.

Goals and Objectives:

- As the helipad is already established Caribbean Buzz would like to manage the safe and effective use of this helipad.
 - An essential part of a helicopter passenger service — as with all methods of passenger transport — will be the provision of terminal facilities or passenger stations.
 - A study of transportation history reveals that the growth process of a new method of transport involves a chain reaction among economic and technological elements.
- Get Medical Evacuation via helicopter from St. John to St. Thomas faster and safer to save more lives for residents and tourists.
 - Instead of taking the boat patients should fly from the clinic to the hospital. The hospital on St. Thomas has a helipad ready and waiting for use. It avoids coordinating with ambulances and putting patients through unnecessary additional wait times to get the medical attention needed. Thus saving more lives and resources.
- Create awareness of the helicopter use for local population as a means of transportation to surrounding islands.
 - St. John is currently only serviceable by boat and helicopter. Right now the helicopter transportation is subject to approval from the Myrah Keating Clinic. When the ferries stop running due to rough seas the helicopter can still fly to and from St. Thomas and St. John.
 - Additionally the helicopter can service St. John from St. Croix or San Juan to make a seamless and easy transfer. If in the future we can even get CBP to clear passengers just as they do boats we can take people to St. John directly from the BVI instead of through St. Thomas.
- Create income through high end residents and tourists who would like to avoid the ferry and travel time.

Why:

Caribbean Buzz, LLC would like to manage the current helipad and continue the upkeep and maintenance. We would provide safe and efficient use of the helipad by aircraft, and the safety of persons and property on the ground. It's been neglected in the past and the current party is unaware of high level of safety needed in this environment. This helipad is a reflection of the VI. Quality and care to our local population and tourists should be high. Kenny Chesney said it himself, the first thing and the last things you see are often what is remembered. Caribbean Buzz is part of that emergency assistance and welcoming party.

- We suggest a 3 phase plan:

Phase 1:

- Continue to foster and strengthen relationship with the clinic and community.
- Repaint the helipad so it can easily be seen from the air.
- Put up a windsock; this is currently missing and part of a safe landing pad.
- Maintenance of grounds and landscaping around helipad. Trees and bush need to be cut back and trimmed.

Phase 2:

- Install lights for night operations to and from the clinic for emergencies or early evening flights in the winter months where sunset is 5:30 pm.
- Staying kind and neighborhoodlike is a strong part of the Caribbean Buzz culture and we don't want to infringe on the quiet peaceful evenings in St. John unless necessary. However lights are a requirement in the event of an emergency due to the geo placement of this helipad. While a great interim solution, it's not the most ideal spot for a helipad.

Phase 3:

- Build a safe, shaded waiting area for passengers to wait for the helicopter so they no longer need to wait in the parking lot but can be off to the side and out of the way for ambulances or others.

Lease

- Currently Caribbean Buzz and passengers pay the clinic 75.00 USD per landing. On average, the helicopter lands there 4 to 5 times a month.
- We suggest a 500.00 USD per month lease to begin. The terms of the lease can be revisited as we evaluate the use of the helipad throughout the year by Caribbean Buzz and other providers as it becomes more accessible.

Caribbean Buzz is best suited for management of this helipad. We are the only helicopter aircraft operation in the USVI. We've been flying in the area for 30 years and know what is needed for the growth of the use of the pad as well as keeping it at the highest operational standards for heli-operations. Since the island cannot support an airport, a

helicopter feeder service will bring that missing link to St. John. In turn, the market for travel by fixed-wing aircraft will be expanded because of the direct accessibility of the major airport via helicopter feeder service. Having a suitable helipad in St. John would bring it to the forefront as a feeder service towards a larger national system of airports. We see an opportunity to vastly improve the St. John heliport and Caribbean Buzz would like to be part of the making.

PROOF OF OWNERSHIP

☒ **Deed**

☐ **Map (if referenced in deed)**

☐ **Title and Encumbrance Certificate**

WARRANTY DEED

THIS INDENTURE made this 3rd day of October, 1977, by and between GAVESTON S. DAVID and LUCIA R. DAVID, husband and wife, of Estate La Granda Princesse, Christiansted, St. Croix, U. S. Virgin Islands (hereinafter referred to as "Grantors") and GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES, Charlotte Amalie, St. Thomas, U. S. Virgin Islands (hereinafter referred to as "Grantee");

WITNESSETH:

GRANTORS, in consideration of the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) and other good and valuable consideration to them in hand paid by the Grantee, the receipt whereof is hereby acknowledged, do hereby grant, sell and convey unto the Grantee, its successors and assigns forever;

ALL THAT certain plot, piece or parcel of land, situate, lying and being in St. John, U. S. Virgin Islands, known and described as follows:

Parcel No. 3B Estate Suzannaberg, No. 17A Cruz Bay Quarter, St. John, Virgin Islands, as shown on Public Works File No. D3-330-T76, dated March 5, 1976, and more particularly described as:

Beginning at a boundpost located 270 feet more or less from the southeast corner of Parcel No. 3A on the eastern side of the centerline road, the line runs:

North 3 degrees 45 minutes west along Parcel No. 3 a distance of 480.15 feet to a boundpost; thence turning

North 88 degrees 30 minutes east along Parcel No. 3 a distance of 403.24 feet to a boundpost; thence turning

South 7 degrees 38 minutes east along Parcel No. 3 a distance of 516.43 feet to a boundpost; thence turning

Along the centerline road in a general westerly and northwesterly direction a distance of 510 feet to the point of beginning.

The area is 5.0 acres.

All distances are in U. S. feet and all bearings are magnetic as of 1976.

3/67

WARRANTY DEED

Parcel 3B Estate Suzannaberg, St. John
Page Two

TOGETHER WITH all the appurtenances and all the estate, rights, title and interest of Grantors, their heirs and assigns, in and to said premises.

TO HAVE AND TO HOLD the aforesaid demised premises unto the said GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES, its successors and assigns, in fee simple forever.

GRANTORS covenant that they are lawfully seized of said premises and have good right to convey the same, that said property is free from encumbrances, except as herein states, that Grantee shall have quiet enjoyment of same and Grantors warrant that they will defend the title to said premises against the lawful claims of any and all persons whomsoever.

IN WITNESS WHEREOF the Grantors have duly executed this deed the day and year first above written.

IN WITNESS:

Vincent A. Gaud
Lorraine A. Kramer

Gaveston S. David
GAVESTON S. DAVID
Lucia R. David
LUCIA R. DAVID

ACKNOWLEDGMENT

TERRITORY OF THE VIRGIN ISLANDS }
DISTRICT OF ST. CROIX } SS:

ON THIS 3rd day of OCTOBER, 1977, before me, the undersigned officer, a Notary Public, personally came and appeared GAVESTON S. DAVID and LUCIA R. DAVID, to me known and known to me to be the individuals described in and who executed the foregoing instrument, and they duly acknowledged before me that they executed the same freely and voluntarily for the purposes therein mentioned.

WITNESS my hand and official seal.

Vincent A. Gaud
NOTARY PUBLIC

WARRANTY DEED

Parcel 3B Estate Suzannaberg, St. John
Page Three

CERTIFICATE OF THE PUBLIC SURVEYOR

IT IS HEREBY CERTIFIED that, according to the records on file in the Office of the Public Surveyor at St. Thomas, U. S. Virgin Islands, the above-described property has not undergone any change with respect to boundary or area.

NOTED IN THE PUBLIC SURVEYOR'S RECORD
FOR COUNTRY PROPERTY, BOOK FOR
ESTATE SUZANNABERG

NO. 17A CRUZ BAY QUARTER
ST. JOHN, VIRGIN ISLANDS

OFFICE OF THE PUBLIC SURVEYOR
St. Thomas, U. S. Virgin Islands

BY: Floyd C. George
Public Surveyor

DATED:

PER:

RECORDED AND INDEXED IN THE RECORDER'S OFFICE FOR THE DISTRICT
OF ST. THOMAS AND ST. JOHN VIRGIN ISLANDS OF THE U.S.A.
BOOK 18-4, PAGE 461, SUB NO. 1291, AND ENTERED IN
THE REAL (PERSONAL) PROPERTY & ESTATE RECORD,
QUARTER NO. 309 (AUXILIARY)

DATE May 5 1978
H. Elliot Thaler
DISTRICT RECORDER OF DEEDS

RECEIVED
OFFICE OF THE
RECORDER OF DEEDS
ST. THOMAS, VI
15 MAY -5 AM 9:45

RECEIVED
OFFICE OF THE
RECORDER OF DEEDS
ST. THOMAS, VI
15 MAY -5 AM 9:45

BOUNDARY DESCRIPTION

OF
PARCEL NO. 3B ESTATE SUZANNABERG, NO. 17A CRUZ BAY
QUARTER, ST. JOHN, VIRGIN ISLANDS

Reference: P.W. File No. D3-330-T76 dated March 5, 1976

Beginning at a boundpost located 270 feet from the south-east corner of Parcel No. 3A, the line runs:

North 3 degrees 45 minutes West along Parcel No. 3, a distance of 480.15 feet, to a boundpost; thence turning North 88 degrees 30 minutes East along Parcel No. 3, a distance of 403.24 feet, to a boundpost; thence turning South 7 degrees 38 minutes East along Parcel No. 3, a distance of 516.48 feet, to a boundpost; thence turning

Along the public road, in a general westerly and north-westerly direction, a distance of 510 feet, to the point of beginning.

The area is 5.0 acres

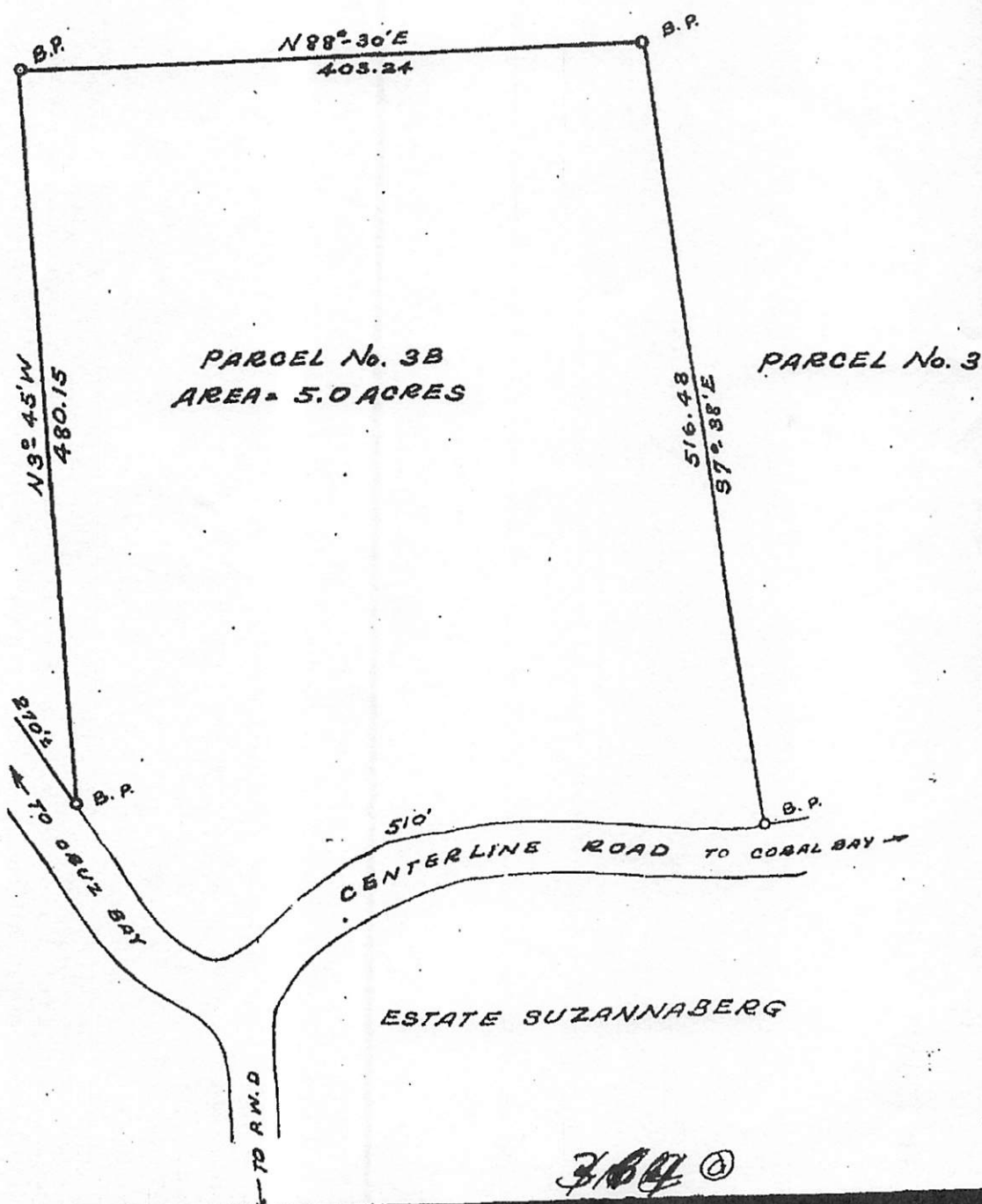
All distances are in U.S. feet and all bearings are magnetic as of 1976.

Office of the Public Surveyor
St. Thomas, V.I., April 19, 1978

Floyd C. George
Floyd C. George
Public Surveyor

3184

PARCEL No. 3





Department of Property & Procurement

Government of the United States Virgin Islands

3274 ESTATE RICHMOND, CHRISTIANSTED, U. S. VIRGIN ISLANDS 00820

8201 SUB BASE, 3RD FLOOR, ST. THOMAS, U. S. VIRGIN ISLANDS 00802

ST. CROIX MAIN OFFICE: 340.773.1561 | ST. THOMAS MAIN OFFICE: 340.774.0828

ST. CROIX FAX: 340.773.0986 | ST. THOMAS FAX: 340.777.9587

HTTP://DPP.VI.GOV



HAND DELIVERED MAIL

To: Department of Justice
3438 Kronprindsens Gade
GERS Building, 2nd Floor
St. Thomas, VI 00802

From: The Department of Property & Procurement
Division of Property & Printing

Date: **May 5, 2025**

RE: **DPP & Caribbean Buzz, LLC**

Transmitted herewith (is) (are) documents relative to the aforementioned subject(s):
Multi-Year Lease Package

JUSTICE: SOLICITOR GENERAL
MAY 6 2025 AM 9:40

Your cooperation in completing the return receipt below, will be appreciated.

Received by: Darneal F. Milliner 1
(Printed Name)

Darneal F. Milliner
(Signature)

Date: May 6, 2025

Telephone No. 774-5666