

MAJOR COASTAL ZONE MANAGEMENT PERMIT NO. CMJLW0001-24

I. AUTHORITY This permit is issued by the St. Croix Committee of the Virgin Islands Coastal Zone Management (CZM) Commission and is administered and monitored by the Department of Planning and Natural Resources (the "Department") on behalf of the Coastal Zone Management Commission pursuant to Virgin Islands Code, Title 12, Sections 910 and 911, and any other provisions of Chapter 21 that apply. As herein, "**Permitter**" is the **ST. CROIX COMMITTEE OF THE VIRGIN ISLANDS COASTAL ZONE MANAGEMENT COMMISSION** and the "**Permittee**" is **TRANS AMERICAS FIBER US LLC**.

II. SCOPE This permit allows the Permittee to use the existing pipeline bores installed at Butler Bay, St. Croix and connect to the AT&T of the Virgin Islands telecommunications building located at No 4-A Estate Northside, St. Croix USVI.

The cable landing bores are positioned at 17°45'28.9"N 64°53'22.2"W while the cable station is located at 17°45'28.4"N 64°53'18.0"W.

III. TERM This permit is effective upon its signing by the Chairman of the St. Croix Committee of the Virgin Islands Coastal Zone Management Commission, approval by the Governor of the Virgin Islands and ratification by the Legislature of the Virgin Islands. As used herein, the "Effective Date" or "the date hereof" means the date of such ratification. This permit will expire twenty (20) years after the Effective Date. The Permittee shall have the option to renew the permit within ninety (90) days before the permit expires and the fees are subject to negotiations. The Permit shall be renewed only if the requirements of Title 12 of the Virgin Islands Code, Section 911, are met.

IV. DOCUMENTS INCORPORATED BY REFERENCE

Exhibit A: CZM Permit Application dated February 8, 2024
Exhibit B: Drawings dated February 8, 2024
Exhibit C: Environmental Assessment Report dated December 20, 2023

GENERAL CONDITIONS

1. **Liability** The Permittee agrees to assume full and complete responsibility for all liability to any person or persons, including employees, as a result of its control of the area described in Paragraph 2 of this permit, and all improvements thereon (which area and improvements are hereinafter referred to as "the premises"), and to hold the Permitter free and harmless for civil or other liabilities of any kind during the time the Permittee is in control of the premises pursuant to this permit.
2. **Personal Property and Damage** All personal property of any kind or description whatsoever located on the premises shall be there at the Permittee's sole risk.
3. **Assignment or Transfer** This permit may not be transferred or assigned except as provided in Section 910-15 of the Virgin Islands Rules and regulations.
4. **Permit to be Displayed** A placard evidencing the permit shall be posted in a conspicuous place at the project site during the entire work period.
5. **Reliance on Information and Data** In issuing the permit, the Committee, the Commissioner,

and their authorized agents or representatives have relied on the information and data provided by the Permittee. The Permittee affirms that the information and data which it provided in connection with its permit application are true and accurate, and acknowledges that if subsequent to the effective date of this permit such information and data prove to be false or inaccurate, the permit may be modified, suspended or revoked in whole or in part, and that the Commissioner or the Committee may, in addition, institute appropriate legal action.

6. Development to be Commenced Any and all development approved by this Coastal Zone Management Permit shall begin within twelve (12) months from the date this permit becomes effective and shall be continuous until completion. Failure to commence work within such period and continuously construct thereafter until the completion of construction shall cause the permit to terminate automatically and render it null and void, unless the Permittee requests an extension in writing and demonstrates to the satisfaction of the Committee that good cause exists for granting such extension. If Permittee requests an extension, notice of such request shall be published and the public shall have the right to comment in writing.
7. Notification of Completion Upon completion of any activity authorized or required by this Coastal Zone Management Permit, the Permittee shall promptly so notify the Director of the Division of CZM (The Director) and where the services of a professional engineer were required in undertaking the activity, a certification of compliance provided by the project engineer that the plans and specifications of the project and all applicable Virgin Islands Code requirements have been met, shall be filed with said Director.
8. Inspection The Commission, its Committee, the Commissioner or their authorized agents or representatives shall have the power to enter at reasonable times upon any lands or waters in the coastal zone for which this Coastal Zone Permit has been issued. The Permittee shall permit such entry for the purpose of inspection and ascertaining compliance with the terms and conditions of said Coastal Zone Permit. The Permittee shall provide access to such records as the Commission, its Committee, or the Commissioner, in the performance of it or his duties under the CZM Act, may require the Permittee to maintain. Such records may be examined, and copies shall be submitted to the Commission, its Committee or the Commissioner upon request.
9. Conditions of Premises The Development authorized by this permit shall be maintained in a safe condition and in accordance with the description, plans, or drawings approved by the Commissioner or by the Committee, and all applicable Virgin Islands Laws.
10. Public Access to Shoreline The development shall be operated so as to assure optimum public access to the shoreline.
11. Restoration of Area The Permittee, upon revocation or expiration of the permit, shall upon order of the Committee, or the Commissioner, and in their sole discretion, remove all structures authorized by the permit and restore the area to its original condition in the manner specified by the Division of CZM, and/or modify such structures or site, and/or comply with any reasonable directive of the Committee, or the Commissioner in satisfying the original permit conditions in such time and manner as the Committee, or the Commissioner may direct.
12. Notices All notices sent or required to be sent hereunder must be by certified mail, return receipt requested. If addressed to the Permittor, same shall be sent to the Commissioner of the Department of Planning and Natural Resources, 4611 Tutu Park Mall, Suite 300, St. Thomas, Virgin Islands 00841, or to such other place as the Permittor may hereinafter designate. If addressed to the Permittee, same shall be sent to Trans American Fiber US, LLC, C/O Julio

Bran, 2100 Ponce de Leon Blvd. Ste 1172, Coral Gables, FL 33134 or to such place as the Permittee may hereinafter designate by certified mail, return receipt requested.

13. Non Waiver One or more waivers by the Permitter of any covenant or condition of this permit shall not be construed as a waiver of a further breach of the covenant or condition. The consent or approval of the Permitter to or of any acts by either the Permittee requiring the Permitter's consent or approval shall not be construed as approval of any subsequent similar act by the Permittee.
14. Revocation It is specifically understood that all the foregoing covenants and agreements, as well as other terms and special conditions hereby agreed to by the Permittee, are to be well and faithfully kept by Permittee and that any failure by the Permittee to keep same will result in revocation of this permit.
15. Other Approval If the development covered under this permit requires separate and distinct approval from the United States Government or the Government of the Virgin Islands, or any agency, department, commission or bureau thereof, then no development or occupancy is allowed under this permit until such permits or approvals have been obtained.
16. Abandonment If the Permittee abandon, deserts or vacates the premises or discontinues its operation at the premises for a period totaling six (6) consecutive months, the permit will terminate automatically and be rendered null and void.
17. Signatures on the Permit Document The Permittee shall sign and return the permit document to the Department within sixty (60) days of receipt thereof. Failure to return the signed permit within the time period specified herein will be considered a rejection of the terms and conditions of the permit and will render the offer of the permit null and void, unless the Permittee requests a written extension and the Department grants the written extension.
18. Damage and Repair of Premises Described in Paragraph 2 In the event of damage to or destruction of the premises, described in paragraph 2 hereof, repair work may be done only after a request to do so has been submitted in writing to the Department and written permission has been granted by the Department.

V. SPECIAL CONDITIONS

1. CZM must be notified at least 72 hours prior to the commencement of any development activities.
2. Prior to the commencement of any construction activities, all applicable Territorial and Federal permits, and any other necessary approvals, must be obtained and copies submitted to the Division of CZM.
3. The Permittee shall cease the work immediately and contact the State and Historic Preservation Office (VISHPO) if any cultural resources or any historic features are found during the installation of the project.
4. The Permittee shall not apply for and obtain A Water Quality Certificate (WCQ) from the Division of Environmental Protection prior to installation activities.
5. The Permittee shall implement a monitoring program for the entire installation program and those reports must be submitted no later than 24 hours after the day's activities, a schedule of installation must be provided to the Division.
6. Upon completion of the cable lays, the Permittee shall provide a monitoring plan that will capture conditions along the cable lay **quarterly** for year 1- and six-months **intervals** for years 2-3 to and after any storm events.

7. No other work is allowed.

FEES

1. The rental fees for the use and occupancy of the submerged and/or filled submerged lands as described in "SCOPE" are assessed pursuant to 12 VIC §911(f) and have been negotiated with the Permittee pursuant to 12 VIRR §910-5(e). The initial payment under this permit is due on the effective date as set forth under Article III, above, and subsequent payments are due on the anniversary of the effective date. Without further notice or demand, payments are to be made to the Department of Planning and Natural Resources.
2. A rental fee of **SIXTY-SEVEN THOUSAND DOLLARS AND 00/100 (\$67,000.00)** per year, payable annually in advance, shall be charged for the conduit covered under this permit occupying the submerged land area.
3. Upon the fifth (5th) anniversary of this permit (beginning year six), the rental fees payable under this permit shall be adjusted in accordance with the increase in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, and shall be calculated using the CPI Inflation Calculator located on the website of the Bureau of Labor Statistics of the United States Department of Labor (http://www.bls.gov/data/inflation_calculator.htm) using the previously calculated year as the Base Year for comparison.
4. Upon the tenth (10th) anniversary of this permit, the rental fees are to be renegotiated pursuant to 12 VIRR §910-5(e). Failure by the Permittee to renegotiate the rental fees with the Department will result in an automatic increase of the fees by 25% of the previous annual fee.
5. Upon the fifteenth (15th) anniversary of this permit, the rental fees shall be adjusted pursuant to the increase in the Consumer Price Index in the manner described in paragraph "VII. 3" from the previous year's fee.
6. Upon the twentieth (20th) anniversary of this permit or at expiration, the rental fees shall be adjusted pursuant to the increase in the Consumer Price Index in the manner described in paragraph "VII. 3." above until the renewal permit is approved or the structure removed.
7. In no event shall any rent determined in any of the above manners be reduced below the annual rent of the previous year.
8. In the event that any installment of rent or any other charge due from Permittee is not received by Government within ten (10) days of the date due, Permittee shall pay to Government a late charge calculated at 10% of the total amount then past due.
9. In the event of an assignment or transfer of this permit pursuant to 12 VIRR § 910-15, the Assignee may be required to negotiate the fees with the Division of CZM pursuant to the provisions of 12 VIRR § 910-5.

IT IS EXPRESSLY UNDERSTOOD by the parties hereto that the title holder to all submerged lands or filled land which is altered or occupied on the basis of this permit is the Government of the Virgin Islands, and the Permittee shall have no right or interest therein, of any kind whatsoever, other than such rights as are expressly set forth herein, and that this instrument is not a lease.

IN TESTIMONY WHEREOF, the parties herein have hereunto set their hands and seals on the days and years appearing herein below.

**ST. CROIX COMMITTEE OF THE VIRGIN ISLANDS CZM COMMISSION
PERMITTOR**


Kai Nielsen
Chairperson

5.17.25
Date

**TRANS AMERICAS FIBER US, LLC
PERMITTEE**

for 
Julio Bran
Chief Executive Officer

5/23/25
Date

**APPROVED
GOVERNOR OF THE VIRGIN ISLANDS**


Governor

6/26/25
Date

**RATIFIED
LEGISLATURE OF THE VIRGIN ISLANDS**

President

Date

I, Julio Bran, Chief Executive Officer (CEO), of TRANS AMERICAS FIBER US, LLC Permittee of 2100 Ponce de Leon Blvd. Ste 1172, Coral Gables, FL, do hereby certify that as CEO, of TRANS AMERICAS FIBER US, LLC, I am duly authorized and empowered to sign this Permit.

SWORN AND SUBSCRIBED before me

this 23rd day of May 2025



Notary Public

