



**THE UNITED STATES VIRGIN ISLANDS
OFFICE OF THE GOVERNOR
GOVERNMENT HOUSE
Charlotte Amalie, V.I. 00802
340-774-0001**

July 20, 2022

VIA HAND DELIVERY

The Honorable Donna Frett- Gregory
Senate President
Thirty-Fourth Legislature of the Virgin Islands
Capital Building
St. Thomas, Virgin Islands 00802

**Re: Lease Agreement For Ratification by the Thirty-Fourth Legislature of
the U.S Virgin Islands**

Dear Senate President Frett-Gregory:

Transmitted herewith in accordance with the provisions of Title 31, Section 205, subsection (c), Virgin Islands Code, is the following Lease Agreement submitted for ratification by the Thirty-Fourth Legislature:

To lease an unimproved portion of Parcel No. 1-19 Estate Bovoni, Nos. 1 & 2 Frenchman's Bay Quarter, St. Thomas, Virgin Islands (the "Premises"), which consists of 247,061.17 U.S. sq. ft. or 5.67 U.S. acres, more-or-less, zoned "R-1."

Lessee will be using the Premises to operate a scrap metal, collections, and sales business, and for other related services.

I thank you and the members of the Thirty-Fourth Legislature for your prompt action on this measure. I look forward for further collaborative efforts for the benefit of the public and the Territory and the operations of the Government.

Sincerely,

A handwritten signature in blue ink, appearing to read "Albert Bryan, Jr.", with a long horizontal stroke extending to the right.

Albert Bryan, Jr.

Governor

DLC NO. 3161-2022



VIRGIN ISLANDS DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

3438 Kronprindsens Gade
GERS Complex, 2nd Floor
St. Thomas, VI 00802
(340) 774-5666 Fax: (340) 776-3494

#213 Estate La Reine
RR1 Box 6151, Kingshill
St. Croix, VI 00850
(340) 773-0295 Fax: (340) 773-1425

June 9, 2022

VIA SHAREPOINT

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

Attn: David A. Bornn, Esq.
Chief Legal Counsel to the Governor

Re: Lease Agreement between the Government of the Virgin Islands, Department of Property and Procurement and A-9 Trucking Enterprises, Inc. and Sarnelli Bros., (VI) Inc. d/b/a VI Recycling Company
Premises: Parcel No. 1-19 Estate Bovoni, Nos. 1 & 2 Frenchman's Bay Quarter, St. Thomas, Virgin Islands
A.G. File No. K-22-0306

Dear Governor Bryan:

Transmitted herewith, for your review, approval, and signature is a Lease Agreement ("Lease") between the Government of the Virgin Islands, acting through its Commissioner of the Department of Property and Procurement ("DPP") (collectively "the Government") and A-9 Trucking Enterprises, Inc. and Sarnelli Bros., (VI) Inc. d/b/a VI Recycling Company ("Lessee"). In accordance with 31 V.I.C § 205(b), the Lease requires your approval.

Pursuant to the Lease, the Government has offered to lease **Parcel No. 1-19 Estate Bovoni, Nos. 1 & 2 Frenchman's Bay Quarter, St. Thomas, Virgin Islands** (the "Premises"), which consists of 247,061.17 U.S. sq. ft. or 5.67 U.S. acres, more-or-less, zoned "R-1." Lessee will be using the Premises to operate a scrap metal, collections, and sales business, and for other related services. It is Lessee's responsibility to acquire and maintain all required permits and licenses for these uses.

**Re: Lease Agreement between the Government of the Virgin Islands, Department of Property and Procurement and A-9 Trucking Enterprises, Inc. and Sarnelli Bros., (VI) Inc. d/b/a VI Recycling Company
Premises: Parcel No. 1-19 Estate Bovoni, Nos. 1 & 2 Frenchman's Bay Quarter, St. Thomas, Virgin Islands
A.G. File No. K-22-0306**

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The Government acquired the Premises by Warranty Deed, dated June 29, 1990, from Gary Berne and Cynthia Berne. The deed contains a parcel description and references DPNR Drawing No. A9-365-T89 (Exhibit "A") to delineate the area which was deeded to the Government. Please reference the enclosed Map Geo aerial image (Exhibit "B") for the location of the unimproved portion of the premises, which constitutes the Premises being lease.

The initial term of the Lease is ten (10) years, commencing on the first day of the month following approval by the Legislature of the Virgin Islands. At expiration of the initial term the Lessee will have the option to renew the Lease for two (2) additional terms of five (5) years each at the rent provided for in Lease, Sec. 3.02. In the event Lessee remains in possession of the Premises after expiration of the Lease, it shall become a month-to-month tenancy, during which the rent for any such period shall be 200% of the rent payable for the last calendar month of the term of the Lease.

Annual rent for the Premises will be **FIFTY-FOUR THOUSAND DOLLARS AND ZERO CENTS (\$54,000.00)** payable on the first of each month, in equal monthly installments of **FOUR THOUSAND FIVE HUNDRED AND ZERO CENTS (\$4,500.00)**. The rent payable under this Lease will be adjusted after the first five (5) years of the Initial Term, and every year thereafter, including any Renewal Term, in accordance with the increase of the Consumer Price Index and as specifically detailed in Lease, Sec. 3.02.

Lessee shall be responsible for and required to make all repairs to the interior and exterior of the Premises. At the termination of the Lease, title to any structures and permanent improvements attached to the Premises will vest in the Government.

The statutory provisions of 33 V.I.C. § 205, governing disposition of Government property, does not require three 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 Government obtain three appraisals during that process. Therefore, according to DPP's transmittal letter, they have chosen not to submit an Appraisal Report for this property.

Lessee is required to maintain liability insurance with the Government as an additional insured. The Government 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.

Unless the Government has provided prior written consent, the Lessee shall not assign, transfer, or sublet the Premises. The laws of the U.S. Virgin Islands govern the validity, performance, and enforcement of the Lease.

In support of the Lease, please find the following enclosed for your review:

1. Transmittal Letter from DPP (DATED: 06/02/2022);
2. Lease:
 - a. Lease Agreement;

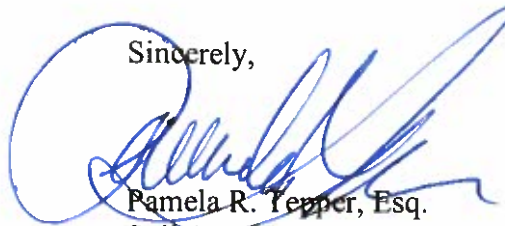
**Re: Lease Agreement between the Government of the Virgin Islands, Department of Property and Procurement and A-9 Trucking Enterprises, Inc. and Sarnelli Bros., (VI) Inc. d/b/a VI Recycling Company
Premises: Parcel No. 1-19 Estate Bovoni, Nos. 1 & 2 Frenchman's Bay Quarter, St. Thomas, Virgin Islands
A.G. File No. K-22-0306**

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- b. Exhibit A – Survey Map (O.L.G. A9-365-T89);
- c. Exhibit B – Map-Geo Aerial Image;
- 3. Corporate Documents:
 - a. Business License (EXPIRES: 10/31/2022);
 - b. Trade Name Registration Renewal (EXPIRES: 08/21/2023);
 - c. Certificate of Good Standing for A-9 Trucking Enterprises, Inc. (EXPIRES: 06/30/2022);
 - d. Certificate of Good Standing for Sarnelli Bros., (VI) Inc. (EXPIRES: 06/30/2022);
 - e. Certificate of Liability Insurance and Endorsement (EXPIRES: 06/15/2022);¹
 - f. Articles of Incorporation for Sarnelli Bros., (VI) Inc.;
 - g. Articles of Incorporation for A-9 Trucking Enterprises, Inc.;
 - h. Corporate Resolution (DATED: 07/14/2021); and
- 4. Proof of Ownership:
 - a. Warranty Deed (DATED: 06/29/1990).

Thank you for your consideration of this matter. The Lease has been reviewed and approved for legal sufficiency. If you have questions, please feel free to contact Assistant Attorney General Kenneth R. Case, Esq. or myself at (340) 774-5666.

Sincerely,



Pamela R. Tepper, Esq.
Solicitor General

Enclosures

cc: Anthony D. Thomas, Commissioner
Department of Property and Procurement
Denise N. George, Esq., Attorney General
Department of Justice

¹ Lessee's general liability insurance policy is current as of the date of this letter, however it will expire within 30 days thereof.



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



June 2, 2022

Via Hand Delivery

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

Thru: Denise N. George, Esq.
Attorney General
VI Department of Justice

Attn: David A. Bornn, Esq.
Chief Legal Counsel to the Governor

RE: JUSTIFICATION FOR MULTI-YEAR LEASE – Between the Government of the Virgin Islands and A-9 Trucking Enterprises, Inc. and Sarnelli Bros., (VI) Inc., d/b/a V.I. Recycling Company

Dear Governor Bryan:

The Government of the Virgin Islands (“GVI”) acting through its Department of Property and Procurement (“DPP”) will enter into a Lease Agreement with A-9 Trucking Enterprises, Inc. and Sarnelli Bros., (VI) Inc., d/b/a V.I. Recycling Company for an unimproved portion of Parcel No. 1-19 Estate Bovoni, Nos. 1 & 2 Frenchman’s Bay Quarter, St. Thomas, Virgin Islands, consisting of 247,061.17 US sq. ft. or 5.67 U.S. acres of land more-or-less. The property will be used for the purpose of operating a scrap metal, collections, and sales business, and for other related services. Your approval is required pursuant to 31 V.I.C § 205(b).

The GVI acquired Parcel No. 1-19 Estate Bovoni, Nos. 1 and 2 Frenchman’s Bay Quarter, St. Thomas, Virgin Islands, by Warranty Deed, dated June 29, 1990, from Gary Berne and Cynthia Berne. The deed contains a parcel description and references DPNR Drawing No. A9-365-T89 (Exhibit “A”) to delineate the area which was deeded to the GVI. Please reference Map Geo aerial image (Exhibit “B”) for the location of the unimproved portion of Parcel No. 1-19 Estate Bovoni, Nos. 1 & 2 Frenchman’s Bay Quarter, St. Thomas, Virgin Islands, which constitutes the Premises being leased.

The term of this agreement is for ten (10) years and requires approval of the Legislature of the Virgin Islands, in accordance with 31 V.I.C § 205 (c). The term commences on the first (1st) day of the month following the approval of the Legislature of the Virgin Islands. Lessee shall have the option to renew this Lease for two (2) additional terms of five (5) years each. The annual rent for the above referenced parcel will be **Fifty-Four**

Thousand Dollars and Zero Cents (\$54,000.00) payable in equal monthly installments of **Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00)** during the term of this Lease.

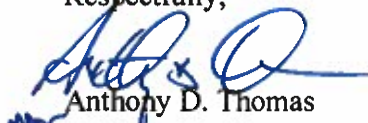
The statutory provisions in 31 V.I.C. § 205, which governs the disposition of GVI property, does not require three (3) appraisals as part of the process for leasing or selling government property. Only 31 V.I.C. § 231a, which governs the acquisition of property by sale or exchange, requires that the GVI obtain three (3) appraisals during that process. DPP has decided not to submit an Appraisal Report for this property. DPP has determined that in the best interest of the GVI that the negotiated lease rate be binding on the parties for the Lease term.

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

- 1) Lease Agreement;
- 2) Exhibit "A" (DPNR Drawing No. A9-365-T89);
- 3) Exhibit "B" (Map Geo aerial image);
- 4) Business License (expires 10/31/2022);
- 5) Certificate of Liability Insurance (expires 06/15/2022)¹;
- 6) Articles of Incorporation;
 - a. A-9 Trucking Enterprises, Inc.;
 - b. Sarnelli Bros., (VI) Inc.
- 7) Tradename Registration (expires 8/21/2023);
- 8) Partnership Agreement/Corporate Resolution;
- 9) Certificates of Good Standing (expires 06/30/2022);
 - a. A-9 Trucking, Enterprises, Inc.;
 - b. Sarnelli Bros., (VI) Inc.
- 10) Proof of GVI Ownership – Warranty Deed.

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

Respectfully,


Anthony D. Thomas
Commissioner

ADT/vr/wah/rdp/rac/llw

Encls.

cc: Vincent Richards, Deputy Commissioner of Property & Printing
Magdalene A. Morancie, Esq., Chief Legal Counsel – DPP
File

¹ The packet will be supplemented on receipt of the certificate with the renewed policy.



LEASE AGREEMENT

LEASE AGREEMENT

GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT

And

**A-9 TRUCKING ENTERPRISES, INC AND SARNELLI
BROS., (VI) INC.
d/b/a VI RECYCLING COMPANY**

PREMISES: An unimproved portion of Parcel No. 1-19 Estate Bovoni, Nos. 1 & 2 Frenchman's Bay Quarter, St. Thomas, Virgin Islands, consisting of 247,061.17 US sq. ft. or 5.67 U.S. acres of land more-or-less.

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A-9 TRUCKING ENTERPRISES, INC. AND SARNELLI BROS (VI) INC.
d/b/a VI RECYCLING COMPANY
Portion of Parcel No. 1-19
Nos. 1 and 2 Frenchman's Bay Quarter
St. Thomas, VI
Page 1

THIS LEASE made this _____ day of _____, 2022, 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 **A-9 Trucking Enterprises, Inc. and Sarnelli Bros., (VI) Inc. d/b/a VI Recycling Company**, whose Mailing Address is Box 6002 Suite 102 Estate Diamond Ruby, Christiansted, St. Croix, Virgin Islands 00820, (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 an unimproved portion of Parcel No. 1-19 Estate Bovoni, Nos. 1 & 2 Frenchman's Bay Quarter, St. Thomas, Virgin Islands, consisting of 247,061.17 US sq. ft. or 5.67 U.S. acres of land more-or-less, which is zoned "R-1" (hereinafter the "Premises"). The aforesaid property is shown on DPNR Drawing No. A9-365-T89 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 for the purpose of operating a scrap metal, collections, and sales business, and for other related services. Said use is contingent on the Lessee obtaining and maintaining the required permits and licenses for the operation of same as required in Paragraph 10.17.

ARTICLE II

TERM

- 2.01 **Term:** The term of this Lease shall be for a period of ten (10) 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 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

LESSEE'S INITIALS



in the case of the first renewal or at least thirty (30) days prior to the expiration of the Renewal Term for each subsequent 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 (200%) percent 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 **Fifty-Four Thousand Dollars and Zero Cents (\$54,000.00)** payable in equal monthly installments of **Four Thousand Five Hundred Dollars and Zero Cents (\$4,500.00)** 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) 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, 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 five (5) years 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

LESSEE'S INITIALS



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 Lease year of the Initial Term shall be the current price index.
- 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 five (5) years 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 (1st) 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 **Fifty-Four Thousand Dollars and Zero Cents (\$54,000.00)**.

- 3.03 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, as a late charge, to Government **an additional ten percent (10%) of the amount owed for monthly rent or any other charge, 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.

LESSEE'S INITIALS



ARTICLE IV

IMPROVEMENTS

- 4.01 Improvements: Lessee shall not erect any improvements on the Premises or alter the Premises in any way without 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.

Lessee agrees to keep the said Premises and appurtenances as repaired, in a clean 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: In the event Lessor consents to the erection of improvements, said improvements will be located at an unimproved portion of Parcel No. 1-19 Estate Bovoni, Nos. 1 & 2 Frenchman's Bay Quarter, St. Thomas, Virgin Islands.
- 4.04 Real Property Tax: Upon the completion of any improvements constructed on the Premises, Lessee shall notify Lessor who shall notify the Tax Assessor for the purpose of making an assessment of the value of the improvements. Lessee hereby agrees to pay, any and all taxes, assessments, and other charges of any description levied or assessed during the term of this Lease by the Office of the Lieutenant Governor, Tax Assessor on or against any improvements constructed by Lessee or other equipment or fixtures installed by Lessee on the Premises. Assessments shall only apply to those improvements owned by Lessee during the term of this Lease.
- 4.05 Repairs by Lessee: Lessee shall at its own cost and expense, make all repairs, structural or otherwise to the interior and exterior of said Premises. Repairs, as used herein shall mean all repairs, replacements, renewals, alterations, additions, improvements, and betterment. The provisions of this section shall not apply in the case of damage or destruction by fire or other insured casualty or by eminent domain, in which event the obligations of the Lessor and Lessee shall be controlled as hereinafter provided.

- 4.06 Failure of Lessee to Repair: In the event the Lessee, after it shall have been given a twenty (20) day notice (except in a case of emergency in which event reasonable notice under the circumstances shall be sufficient), refuses and neglects to make any repair for which it is responsible, or if repair is necessitated by reason of the Lessee's negligent acts or omissions, then the Lessor may make such repairs. Lessor shall not be responsible for any loss, inconvenience or damage resulting to Lessee because of Lessor's repair. The cost of such repairs by Lessor, together with interest at the rate provided in Paragraph 3.03 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

LESSEE'S INITIALS

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 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.

LESSEE'S INITIALS



- 6.04 Fire and Extended Coverage by Lessee: Lessee shall keep all buildings on the Premises insured against loss or damage by fire, windstorm, and earthquake with the usual extended coverage endorsements, in amounts not less than eighty percent (80%) of the full insurable value thereof, above foundation walls. All such policies shall name Lessor as additional loss payee for the full insured amount. 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 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.

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

LESSEE'S INITIALS



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

- 8.03 **Taking of Leasehold:** Upon the total taking, Lessee's obligation to pay rent and other charges hereunder shall terminate on the date of taking, or possession given, whichever is earlier, but Lessee's interest in the leasehold shall continue until the taking is completed by deed, contract, or final order of condemnation.
- 8.04 **Total Taking:** Upon a total taking, all sums including damages and interest awarded for the fee, leasehold, or both shall be distributed and disbursed as Lessor and Lessee may agree, or in the absence thereof, in accordance with the laws of the Virgin Islands.
- 8.05 **Partial Taking:** Upon a partial taking, all sums including damages and interest awarded for the fee, leasehold or both shall be distributed and disbursed to Lessor and Lessee as they may agree or, in the absence thereof, in accordance with the laws of the Virgin Islands. Upon a partial taking Lessee shall have the option of terminating this Lease upon thirty (30) days' notice to Lessor.

ARTICLE IX

CANCELLATION, TERMINATION AND ASSIGNMENT AND TRANSFERS

- 9.01 **Cancellation:** This Lease shall be subject to cancellation by Lessor in 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.

LESSEE'S INITIALS



- 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 assess 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.

LESSEE'S INITIALS

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.

9.05 Subleasing: Lessee may 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 Lessor consents to subleasing of the Premises or any part thereof, the Lessee shall pay to the Lessor an additional amount equal to thirty-five percent (35%) monthly of such subleasing income as additional rent. This additional rent shall be due and payable on the next rent day after such subletting rent becomes due from the subtenant.

ARTICLE X

GENERAL TERMS AND CONDITIONS

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

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

LESSEE: VI Recycling Company
Box 6002 Suite 102 Estate Diamond Ruby Christiansted
St. Croix, Virgin Islands 00820

LESSEE'S INITIALS

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.

- 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 in any broker concerning the renting of the Premises. Lessee agrees to hold Lessor harmless against any claims for brokerage commission arising out of any conversation or negotiation had by Lessee with any broker.
- 10.13 Approvals Required: This Lease shall not become effective unless approved by the Governor and 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: This Lease shall not become effective unless approved by the Governor and the Legislature of the Virgin Islands.
- a. Lessee further covenants that it is:
1. not a territorial officer or employee (i.e. the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the Legislative, Executive or Judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
 2. a territorial officer or employee and, as such, has:
 - i. familiarized itself with the provisions of Title 3 Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provisions set forth in Section 1108 thereof;
 - ii. not made, negotiated, or influenced this contract, in its official capacity; and
 - iii. no financial interest in the contract as that term is defined in Section 1101 of said Code chapter.
- 10.16 Rights of Holder of the Leasehold Mortgage: Notwithstanding anything to the contrary herein contained, Lessor agrees that in the event that Lessee secures a

leasehold mortgage and thereafter defaults in the performance, of any of the terms and conditions of this Lease, Lessor will give notice of such default to any holder of the leasehold mortgage (where Lessor has been notified of the identity of the leasehold mortgagee) and a like notice of the default to the Lessee. The Lessee or the holder of the leasehold mortgage shall have the right to remedy any such default within a period of forty-five (45) days from the date the notice is mailed by registered or certified mail, return receipt requested, to the holder of the leasehold mortgage and the Lessee.

In every case where the holder of the leasehold mortgage elects to acquire possession of the Premises or to foreclose the leasehold mortgage, such holder shall, prior to the acquiring possession or the foreclosing of the leasehold mortgage, (i) give Lessor the right of first refusal to purchase and assume Lessee's leasehold mortgage interest and obligation, or (ii) to provide a purchaser for Lessee's leasehold mortgage interest and obligation. The Lessor shall exercise the rights herein set out within one hundred twenty (120) days from the date Lessor is notified by 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 Virgin Islands including but not limited to zoning, Coastal Zone Management (CZM), building codes, environmental and American Disabilities Act (ADA). The Lessee shall obtain all licenses and permits required for the uses permitted on the Premises and to do business in the Virgin Islands as required.
- 10.18 Waiver: Waiver by Lessor of any breach of any term condition or covenant of this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other terms, conditions, or covenants of this Lease. No delay or omission to exercise any right or power hereunder shall impair any right or power of Lessor; every right and remedy conferred under this Lease may be

LESSEE'S INITIALS

*A-9 TRUCKING ENTERPRISES, INC. AND SARNELLI BROS (VI) INC.
d/b/a VI RECYCLING COMPANY
Portion of Parcel No. 1-19
Nos. 1 and 2 Frenchman's Bay Quarter
St. Thomas, VI
Page 14*

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: The 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.

[INTENTIONALLY LEFT BLANK – SIGNATURES FOLLOW]

LESSEE'S INITIALS



A-9 TRUCKING ENTERPRISES, INC. AND SARNELLI BROS (VI) INC.
d/b/a VI RECYCLING COMPANY
Portion of Parcel No. 1-19
Nos. 1 and 2 Frenchman's Bay Quarter
St. Thomas, VI
Page 15

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

WITNESSES:

Genevieve Carletti
(Print)
[Signature]
(Sign)

Matthew Hickey
(Print)
[Signature]
(Sign)

LESSEE:

[Signature]
Kevin J. Ruffler
President, Sarnelli Bros., (VI) Inc.
A-9 Trucking Enterprises, Inc. and Sarnelli
Bros., (VI) Inc. d/b/a VI Recycling
Company

ACKNOWLEDGEMENT

Territory of the Virgin Islands) New Jersey/ Middlesex
District of St. Thomas & St. John) ss:

Before me personally appeared Kevin J. Ruffler, President of Sarnell Bros., (VI) Inc, a partner in A-9 Trucking Enterprises, Inc. and Sarnelli d/b/a VI Recycling Company, to me well known or proved to me through satisfactory evidence to be the individual described in and who executed the foregoing instrument for the purposes therein contained.

WITNESS my hand on this 27 day of April A.D. 2022

[Signature]
Notary Public


SANDEEP MALHOTRA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 29, 2023

[Signature]

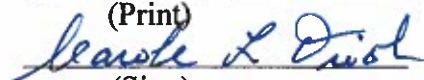
A-9 TRUCKING ENTERPRISES, INC. AND SARNELLI BROS (VI) INC.
d/b/a VI RECYCLING COMPANY
Portion of Parcel No. 1-19
Nos. 1 and 2 Frenchman's Bay Quarter
St. Thomas, VI
Page 16

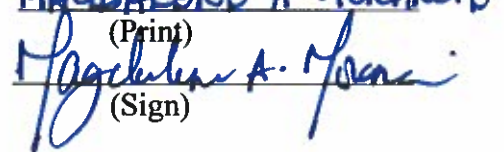
GOVERNMENT OF THE VIRGIN ISLANDS

WITNESSES:

BY: 
Anthony D. Thomas
Commissioner
Dept. of Property and Procurement

Date: 6/2/2022

CARDIE L. ORIEL
(Print)

(Sign)

MAGDALENE A. MORANCKE
(Print)

(Sign)

APPROVED AS TO LEGAL SUFFICIENCY

Honorable Denise N. George, Esq.
Attorney General

BY: 
Assistant Attorney General
Virgin Islands Department of Justice

Date: 6/8/2022

APPROVED:


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

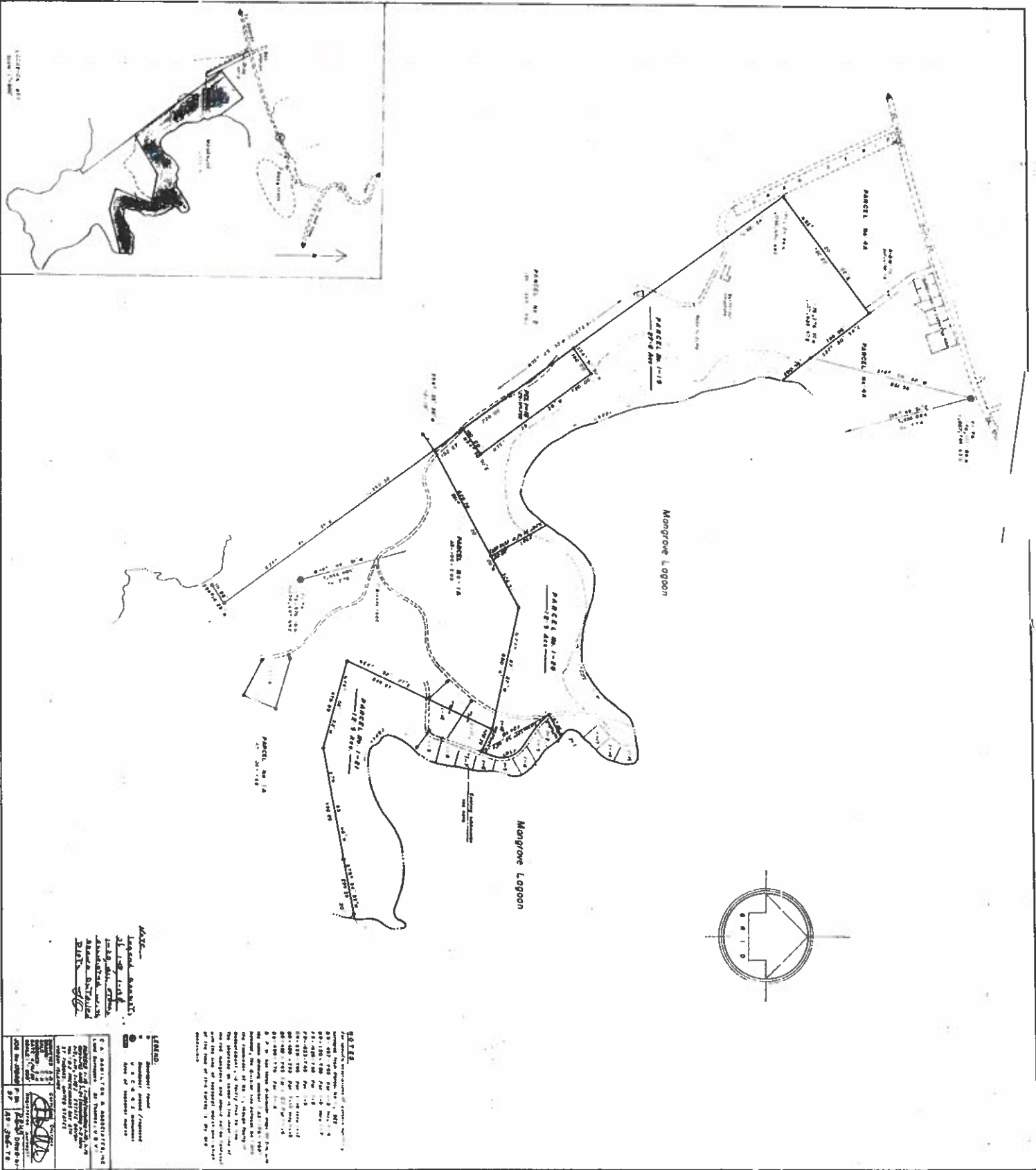
Date: 7/17/22

APPROVED:

Honorable Donna A. Frett-Gregory
President of the 34th Legislature of the Virgin Islands

Date: _____

EXHIBIT A



AD-300-18A

EXHIBIT A

EXHIBIT B

**UNIMPROVED PORTION OF PARCEL NO. 1-19 ESTATE BOVONI NOS. 1 & 2
FRENCHMAN'S BAY QUARTER ST. THOMAS VI**



Google Earth

1" = 908.5324677275123 ft

EXHIBIT B
247,061.17 U.S. SQ. FT.
5.67 U.S. ACRES



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

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

SUPPORTING BUSINESS DOCUMENTS

- (N/A) **Financial Statements/ Business Plan**
- (X) **Business License**
Expires: 10/31/2022
- (X) **Certificate of Liability Insurance (if already on property)**
Expires: 06/15/2022
- (X) **Articles of Incorporation**
- (N/A) **Articles of Organization**
- (N/A) **Certificate of Limited Partnership**
- (X) **Tradename Certificate (if applicable)**
Expires: 08/21/2023
- (X) **Corporate Resolution/ Memo Authorizing Signature**
Dated: 07/14/2021 **Expires:** _____
- (X) **Certificate of Good Standing**
Dated: 09/09/2021 **Expires:** 06/30/2022
- (N/A) **Certificate of Existence**
Dated: _____ **Expires:** _____



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:	A-9 TRUCKING ENTERPRISE, INC & SARNELLI	
Trade Name:	V.I RECYCLING COMPANY	
Mailing Address	Physical Address	
BOX 6002 SUITE 102 EST. DIAMOND RUBY CHRISTIANSTED ST. CROIX VI 00820	1-15 EST. BOVONI ST. THOMAS ST. THOMAS VI 00802	
Business No:	3674	License No: 1-3674-2L
Types of License(s) Scrap Metal Collection & Sales		

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.

2021

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 10/01/2021 until 10/31/2022
Printed on 02/15/2022
Issued at St. Thomas, V.I.
Fee 130.00

Richard Evangelista

Commissioner, Department of Licensing and Consumer Affairs

THIS LICENSE MUST BE PROMINENTLY DISPLAYED AT PLACE OF BUSINESS



Government of
The United States Virgin Islands

-0-

Office of the Lieutenant Governor
Division of Corporations & Trademarks

RENEWAL TRADE NAME REGISTRATION

To Whom These Presents Shall Come:

I, the undersigned Lieutenant Governor of the United States Virgin Islands, do hereby certify that the Office of the Lieutenant Governor, Division of Corporations and Trademarks, has in its custody the applicable documents seeking for the of the following Trade Name.

Trade Name No.	TN0007724
Trade Name	V.I. RECYCLING COMPANY
Nature of Business	SCRAP METAL RECYCLING
Registrants	A-9 TRUCKING ENTERPRISES, INC. SARNELLI BROS., (VI) INC.
Business Location	Bovoni Landfill 1-15 Estate Bovoni, Charlotte Amalie, United States Virgin Islands, 00802, United States
Mailing Address	Post Office Box 302356, Charlotte Amalie, United States Virgin Islands, 00803, United States
Original Registration Date	August 21, 2003
Renewal Date	August 21, 2023

Witness my hand and the seal of the Government of the United States Virgin Islands, on this 15th day of September, 2021.



Tregenza A. Roach
Lieutenant Governor
United States Virgin Islands

Business Entity No. 556260



**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 **A-9 TRUCKING ENTERPRISES, INC.** has filed in the Office of the Lieutenant Governor the requisite annual reports and statements as required by the Virgin Islands Code, and the Rules and Regulations of this Office. In addition, the aforementioned entity has paid all applicable taxes and fees to date, and has a legal existence not having been cancelled or dissolved as far as the records of my office show.

Wherefore, the aforementioned entity is duly formed under the laws of the Virgin Islands of the United States, is duly authorized to transact business, and, is hereby declared to be in good standing as witnessed by my seal below. This certificate is valid through June 30th, 2022.

Entity Type: Domestic Profit Corporation

Entity Status: In Good Standing

Registration Date: 03/28/1996

Jurisdiction: United States Virgin Islands, United States

Witness my hand and the seal of the Government of the United States Virgin Islands, on this 23rd day of August, 2021.



Handwritten signature of Tregenza A. Roach in blue ink.

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

08/23/2021 10:33

Business Entity No. 563667



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

Wherefore, the aforementioned entity is duly formed under the laws of the Virgin Islands of the United States, is duly authorized to transact business, and, is hereby declared to be in good standing as witnessed by my seal below. This certificate is valid through June 30th, 2022.

Entity Type: Domestic Profit Corporation

Entity Status: In Good Standing

Registration Date: 05/09/2003

Jurisdiction: United States Virgin Islands, United States

Witness my hand and the seal of the Government of the United States Virgin Islands, on this 9th day of September, 2021.



Handwritten signature of Tregenza A. Roach in blue ink.

Tregenza A. Roach
Lieutenant Governor
United States Virgin Islands



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/8/2021

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 Theodore Tunick & Company The Tunick Building, Suite 300 1336 Beltjen Road St. Thomas VI 00802	CONTACT NAME: Corlette Morris	
	PHONE (A/C No, Ext): (340) 776-7000	FAX (A/C, No): (340) 776-3765
E-MAIL ADDRESS: cmorris@theodoretunick.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Certain Underwriters at Lloyds		
INSURER B: Certain Underwriters at Lloyds LOX		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: CL217916060 REVISION NUMBER:

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

INSR ITR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			B1230PC01639A20	6/1/2021	6/15/2022	EACH OCCURRENCE \$ 5,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000	
	<input checked="" type="checkbox"/> Pollution Liability						PERSONAL & ADV INJURY \$ 5,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COM/PROP AGG \$ 5,000,000	
B	AUTOMOBILE LIABILITY			BAFLOX24224	10/27/2020	10/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$	
							Medical payments \$ 5,000	
	UMBRELLA LIAB						EACH OCCURRENCE \$	
	EXCESS LIAB						AGGREGATE \$	
	DED						\$	
	RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$	
							E.L. DISEASE - EA EMPLOYEE \$	
							E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Landfill Management, (Bovoni Landfill & Anguilla Landfill), Excavation, Trucking, Water Delivery, Bail of Scrap Metal, Transportation of Equipment Landfill Operations, Masonry, Carpentry

Certificate Holder is provided additional insured status when required by written contract or agreement with respects to A9 Trucking Enterprises, Inc. and VI Recycling Parcel No. 1-20-1 Estate Bovoni, Great Northside Quarter, St. Thomas Virgin Islands, consisting of 97,230.57 U.S. sq. ft, or 2.23 US Acres

CERTIFICATE HOLDER Department of Property & Procurement 8201 Subbase, Suite #4 St. Thomas, VI, VI 00802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mark Robertson/CMOR <i>M. Robertson</i>



GLOBAL RISKS
Amwins Global Risks Limited

25

PC01639A21

A9 Trucking Enterprises, Inc.

VI Recycling Company

11-June-2021

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Government of the VI Dept of Property & Procurement 8201 subbase Suite #4 St. Thomas, VI 00802	Portions of Parcel Nos. 19, 19A, 19B-1, 19E & 19F, Nos. 1 & 2 Frenchman's Bay Quarter, St. Thomas, USVI.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II -Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

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

This endorsement shall not increase the applicable Limits of Insurance shown

in the Declarations.

ARTICLES OF INCORPORATION
OF
SARNELLI BROS., (V.I.) INC.

We, the undersigned, all of lawful age, unite together by these Articles of Incorporation to form a stock corporation pursuant to the general corporation law of the United States Virgin Islands.

1. The name of the corporation is **SARNELLI BROS., (V.I.) INC.**
2. The purposes for which the corporation is formed are to do any and all of the following things, as fully and to the same extent as natural person might or could do, in any part of the world:
 - (a) To operate demolition and dismantling of scrap metal, garbage and other associated businesses.
 - (b) To acquire, hold, maintain, and operate such plants, workshops, offices, stores, buildings, equipment, vehicles, and vessels as may be desirable for the proper conduct of the businesses herein referred to, and to do and perform every other act that may be legally performed by a corporation engaged in such businesses.
 - (c) To apply for, acquire, register, use, hold, sell, assign, or otherwise dispose of (either absolutely or by way of lease, mortgage, pledge, or license), to grant licenses with respect to and otherwise turn to account any letters patent of the United States or of any foreign country, or pending applications therefore, and any inventions, improvements, devices, trade secrets, formulae, processes, trade marks, trade names, brands, labels, copyrights, and privileges, and any right, title, or interest therein.
 - (d) To purchase, or otherwise acquire, hold, own, mortgage, pledge, sell, enjoy, or otherwise turn to account, assign, and transfer, and to invest, trade, and deal in goods, wares, and merchandise, and real and personal property of every kind.
 - (e) To acquire all or any part of the good will, rights, property, and business of any person, firm, association, or corporation and to pay for the same in cash or in stock or bonds of this corporation or otherwise and to hold or in any manner dispose of the whole or any part of the property so purchased, and to assume in connection therewith any liabilities of any such person, firm, association, or corporation, and to conduct in any lawful manner in any place the whole or any part of the business thus acquired.
 - (f) To purchase, hold, sell, assign, transfer, mortgage, pledge, or otherwise

dispose of the shares of the capital stock of, or any bonds, securities, or evidences of indebtedness created by any other corporation or corporations of the Virgin Islands or any other jurisdiction and, while the owner of such stocks, bonds, securities, or evidences of indebtedness, to exercise all the rights, powers, and privileges of ownership, including the right to vote any stock thus owned.

(g) To borrow or raise money without limit as to amount; to sell, create security interests in, pledge, and otherwise dispose of and realize upon book accounts and other choses in action; to make, draw, accept, endorse, execute, and issue bonds, debentures, notes, or other obligations of any nature or in any manner for money so borrowed or in payment for property purchased or for any other of the objects or purposes of this Corporation, and to secure the principal thereof and the interest thereon by mortgage upon, or creation of security interest in, or pledge of, or conveyance or assignment in trust of, the whole or any part of the property, real or personal, of this Corporation, wherever situated and whether at the time owned or thereafter acquired; and, in such manner and upon such terms as the Board of Directors may from time to time determine, to sell, exchange, pledge, offer for discount, or otherwise dispose of any and all such bonds, debentures, notes, or other obligations.

(h) To carry out any one or more of the purposes and objects herein enumerated as principal, factor, agent, contractor, or otherwise, either alone or through or in conjunction with any person, partnership, association, or corporation.

(i) To conduct its business in the United States Virgin Islands and elsewhere in the United States and foreign countries and to have offices within or outside the United States Virgin Islands and to hold, purchase, mortgage, and convey real and personal property within or outside the United States Virgin Islands.

(j) To do all and everything necessary, suitable, and proper for the accomplishment of any of the purposes or the attainment of any of the projects or the exercise of any of the powers herein set forth, either alone or in connection with other firms, individuals, associations, or corporations in the United States Virgin Islands and elsewhere in the United States and foreign countries, and to do any other acts or things incidental or appurtenant to or growing out of or connected with the said business, purposes, objects, and powers of or connected with the said business, purposes, objects, and powers or any part thereof not inconsistent with the laws of the United States Virgin Islands, and to exercise any and all powers now or hereafter conferred by law on business corporations, whether expressly enumerated herein or not.

The purposes, objects, and powers specified in this Article shall not be limited or restricted by reference to the terms of any other subdivision or of any other Article of these Articles of Incorporation.

3. The corporation shall have perpetual existence.

4. The total number of shares of stock which the corporation shall have authority to issue is one thousand (1,000) shares of capital stock with one dollar per value.

5. The minimum amount of capital with which the corporation will commence business is One Thousand Dollars (\$1,000.00).

6. The principal office of the corporation shall be located Lot 104, Mahogany Run, St. Thomas, U.S. Virgin Islands; and the Resident Agent for this corporation shall be Alan Feuerstein of Lot 104, Mahogany Run, St. Thomas, U.S. Virgin Islands.

7. The number of directors of the corporation shall be such number, not fewer than three (3), as may from time to time be fixed by the bylaws. Election of directors by ballot as provided for by Title 13, Section 191, of the Virgin Islands Code, shall be deemed waived and not required unless the officer presiding at such meeting order such election to be by ballot or unless election by ballot is requested by stockholders present at such meeting and entitled to vote for election of directors.

8. The names and places of residence of the persons forming the corporation are:

DEBORAH PETERS	of	146-121 Est. Tutu St. Thomas, USVI
MARY C. DAVIES	of	Mt. Top Estates G2 St. Thomas, USVI
LISA GEHRINGER	of	44 Upper Mahogany Run St. Thomas, USVI

9. The board of directors is authorized from time to time to make and adopt bylaws, subject to the right of the majority of the stockholders to amend, repeal, alter, or modify such bylaws at any regular meeting, or at any special meeting called for that purpose.

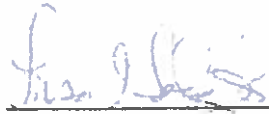
10. The board of directors is authorized from time to time to set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and to abolish such reserve.

11. Subject to the provisions of Title 13, Section 71 of the Virgin Islands Code, the corporation may enter into contracts or otherwise transact business with one or more of its directors or officers, or with any firm or association of which one or more of its directors or officers are members or employees, or with any other corporation or association of which one or more of its directors or officers are stockholders, directors, officers, or employees, and no such contract or transaction shall be invalidated or in any way affected by the fact that such director or directors or officer or officers have or may have interests therein that are or might be adverse to the interests of the corporation even though the vote of the director or directors having such adverse interest is necessary to obligate the corporation on such contract or transaction, provided that in any such case the fact of such interest shall be disclosed or known to the directors or stockholders acting on or in reference to such contract or transaction. No director or directors or officer or officers having such disclosed or known adverse interest shall be liable to the corporation or to any stockholder or creditor thereof or to any other person for any loss incurred by it under or by reason of any such contract or transaction, nor shall any such director or directors or officer or officers be accountable for any gains or profits realized thereon. The provisions of this Article shall not be construed to invalidate or in any way affect any contract or transaction that would otherwise be valid under law.


12. Any former, present, or future director or officer of the corporation, or any former, present, or future director or officer of another company in which the corporation at any time during the incumbency of said director or officer owns or owned shares of capital stock or of which at any time during the incumbency of said director or officer it is or was a creditor, serving or who may have served as such director or officer at the request of the corporation, or the executor, administrator, or other legal representative of any such director or officer, shall be indemnified by the corporation against all reasonable costs and expenses actually and necessarily incurred by him/her or imposed upon him/her in connection with or resulting from any action, suit, or proceedings, civil or criminal, to which he/she may hereafter be made a party by reason of his/her being or having been such director or officer, including any amount paid upon any judgment, fine, or settlement, except any amount paid to the corporation of which he/she is or was such director or officer, provided, however, that either (a) said action, suit, or proceeding shall be prosecuted against such director or officer or against his/her executor, administrator, or other legal representative to final determination and it shall not be finally adjudged that he/she was liable for negligence or misconduct in the performance of his/her duties to the corporation which he/she served as such director or officer, or (b) said action, suit, or proceeding shall be settled with the approval of the board of directors or otherwise terminated as against such director or officer or his/her executor, administrator, or other legal representative without a final determination on the merits and the corporation shall be advised in writing by independent counsel selected by it that in the opinion of such counsel such director or officer was not liable for negligence or misconduct in the performance of his/her duties to the corporation which he/she served as such director or officer, as charged in such action, suit, or proceeding. The foregoing right of indemnification shall not be exclusive of any other rights to which any such director or officer may be entitled as a matter of law or which may be lawfully granted to him/her; and the indemnification hereby granted by the corporation shall be in addition to and not in restriction or limitation of any other privilege or power

which the corporation may lawfully exercise with respect to the indemnification or reimbursements of directors, officers, or employees.

IN WITNESS WHEREOF, we have made, signed, and acknowledged these Articles of Incorporation this 28th day of April, 2003.



LISA GEHRINGER



MARY C. DAVIES



DEBORAH PETERS

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

ss.:

The foregoing instrument was acknowledged before me this 28 day of April, 2003 by LISA GEHRINGER, MARY C. DAVIES, and DEBORAH PETERS.



Notary Public

My commission expires: April 3, 2005

ANDREW L. CAPDEVILLE
Notary Public
Territory of the Virgin Islands U.S.A.
My Commission Expires April 3, 2005
LNP - 014 - 01

Consent of Agent for Service of Process

This writing witnesseth that the undersigned Alan R. Feuerstein
(Type or print agent's name)

having been designated by the
Sarnelli Bros., [U.I.] Inc
Name of Corporation

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

IN WITNESS WHEREOF, I have hereunto set my signature this 6th day of May, 2003


Signature of Agent

Subscribed and sworn to before me this 6th day of May, 2003
at Buffalo, New York


Notary Public

MARK E. GUGLIELMI
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 3/13/2006

A-9 TRUCKING ENTERPRISES, INC.

21 A & B NORRE GADE

ST. THOMAS, VI 00802

RECEIVED
LT. GOV. OFFICE
1996 MAR 28 P 4:
CORPORATIONS

The undersigned, being desirous of forming a stock corporation under the provisions of Title 13 of the Virgin Islands Code, have united to engage in the business purposes hereinafter set forth and **HEREBY CERTIFY:**

1. **NAME:** The name of the corporation is A-9 TRUCKING ENTERPRISES INC.
- PURPOSE:** The corporation is formed for the following purposes: To engage in any and / or all lawfully business not prohibited by law.
3. **CAPITAL STOCK:** The amount of authorized capital shall be one thousand shares of no par value common stock, of one class only, which shall be paid in money, labor or property estimated at its true money value. There shall be no preferred stock.
4. **NUMBER OF SHARES:** The capital stock shall consist of one thousand shares of no par value common voting stock, of one class only.
5. **MINIMUM AMOUNT OF CAPITAL:** The minimum amount of capital with which the corporation shall commence business is ONE THOUSAND DOLLARS (\$1,000).
5. **PRINCIPAL OFFICE:** The principal place for transacting business will be at 21 A&B NORRE GADE, ST. THOMAS, VI 00802.
7. **RESIDENT AGENT:** Lester Ashby, is the Resident Agent of the corporation and his address is 21 A&B Norre Gade.
8. **DURATION:** The duration of the corporation shall be perpetual.

9. DEBT LIMIT: The highest amount of indebtedness to which the corporation shall at any time be subject shall be unlimited.

10. DIRECTORS: The By-Laws shall set the number of directors, which shall not be less than three.

11. INCORPORATORS: The names and places of residence of the Incorporator are as follows:

Enrique Ashby	Annas Retreat #2 St. Thomas, U.S.V.I.
Lester Ashby	21 A&B Norre Gade St. Thomas, U.S.V.I
Jimenez Ashby	Annas Retreat #2 St. Thomas, U.S.V.I

12. PRE-EMPTIVE RIGHT: In the event of the issuance of any new or additional shares of stock of the corporation, the stockholders of the corporation immediately prior to such issuance shall have the pre-emptive right to acquire all of such new or additional shares in proportion to their ownership of all the issued and outstanding stock in the corporation at that time.

13. CUMULATIVE VOTING: At all elections of directors of the corporation, each stockholder shall be entitled to as many votes, which do not have by ballot, as shall equal the number of votes, which he would be entitled to cast for the election of Directors to be elected, with respect to his shares of stock, and he may cast all such votes for single director or may

tribute them among the number to be voted for, or for any two or more of them as he may see fit.

14. **OTHER PROVISIONS:** In furtherance of the general powers conferred by law, the Board of Directors is expressly authorized.

a. Subject to the right of a majority of the stockholders to amend, repeal, alter or modify the By-laws at any regular meeting, or at any special meeting called for such purposes, to make By-laws at, not inconsistent with any existing law, fixing or altering the management of the property of the corporation, the governing of its affair, and the manners of certification and transfer of its stock.

b. To borrow money and contract debts whenever necessary for the transaction of its business, or the lawful exercise of its corporate rights, privileges or franchises and to issue and use of its obligations, notes, bonds, debentures, convertible or otherwise, and other evidence of indebtedness for the amount so borrowed, or for property in whole or in part, to secure the payment of such purposes:

c. To contract in the name of the corporation with individual of the Board Of Directors in their individual capacity or as representatives of any firms, association or corporation;

d. To sell or otherwise dispose of the real or property of the corporation.

15. **RESTRICTION ON TRANSFER OF STOCK:** The shares of stock of this corporation are issued and held subject to a continuing right and option in the corporation to repurchase said share any time they may be offered for transfer, other than by bequest or inheritance, at the book value thereof according to the last statement of the corporation. Any such shares desired to be transferred shall first be offered to the corporation thirty-six (36) days within which to exercise its

option, unless it shall sooner waive same. Upon acceptance of said offer by the corporation, the holder of said shares shall endorse the same in blank and deliver same to corporation, upon receipt of payment thereof. No waiver by the corporation, or failing of the corporation to exercise its rights hereunder shall release the same or other shares from the provision hereof in the event of a subsequent transfer thereof. Upon waiver of its right of failure of the corporation to exercise same within the time limit, said shares may be transferred to a party other than the corporation, but shall remain subject to the same corporate right in the transferee. Certificates representing shares in the corporation shall bear appropriate language indicating the existence of the option.

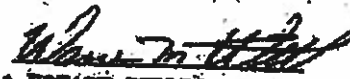
16. **INTERPRETATION:** The purpose and powers contained in these Articles shall be deemed independent, each of the other, and no purpose of power is intended to limit or restrict any other purpose or power.

IN WITNESS WHEREOF, we the incorporation, have here unto subscribed our names this 26 day of January 1996.


ENRIQUE ASHBY


LESTER ASHBY


JAMES ASHBY


NOTARY PUBLIC
WASHINGTON, D.C.
NOTARY PUBLIC U.S. VIRGIN ISLANDS
My Commission Expires September 29, 1997

MINUTES OF THE MEETING OF THE PARTNERS OF THE VI RECYCLING COMPANY, A PARTNERSHIP BETWEEN A-9 TRUCKING AND ENTERPRISES INC. AND SARNELLI BROS. (V.I.), INC.

The meeting of the partners was held on the 14th day of July 2021 at 3:00 PM at the office of A-9 Trucking and Enterprises, Inc. located at RR#2, Anguilla Landfill, St. Croix, USVI.

The following were present:

Mr. Kevin J. Ruffler, President, Sarnelli Bros., (VI) Inc.
Mr. Christopher Ruffler, Treasurer, Sarnelli Bros., (VI) Inc.
Mr. Jimez Ashby, President, A-9 Trucking and Enterprises Inc.
Mr. Lester Ashby, Secretary, A-9 Trucking and Enterprises Inc.

By unanimous agreement, Kevin J. Ruffler acted as Chairman of the meeting and Lester Ashby acted as Secretary of the meeting and kept the minutes.

A waiver of notice of the meeting was presented, and the Chairman directed that the waiver of the notice be attached to and made part of the minutes of the meeting. The Chairman said that it would be appropriate to confirm the person(s) authorized to act on all matters on behalf of the partnership. After full discussion, on motion duly made and seconded, the following persons are authorized and have full and complete authority to individually and/or jointly, act on behalf of the VI Recycling Company, including but not limited to the negotiation and execution of all contracts, and to any and all matters and things in connection with, or arising from, the ongoing operation of the VI Recycling Company. Authorization is extended to the following:

Mr. Jimez Ashby
And/Or

Signature

Mr. Kevin J. Ruffler

Signature

There being no further business before the meeting, the same was, on motion, duly adjourned.

Dated the 14th day of July 2021.


Secretary of Meeting

PROOF OF OWNERSHIP

Deed

Map (if referenced in deed) EXHIBIT A

Title and Encumbrance Certificate

WARRANTY DEED

THIS INDENTURE, dated this 29th day of June, 1990, between GARY BERNE and CYNTHIA BERNE, whose mailing address is P. O. Box 3560, St. Thomas, Virgin Islands 00803, Grantors, and the Government of the Virgin Islands of the United States, whose mailing address is c/o Department of Property and Procurement, Subbase Bldg. No. 1, St. Thomas, Virgin Islands 00801, Grantee;

WITNESSETH: That for and in consideration of the sum of THREE MILLION DOLLARS (\$3,000,000.00) paid by Grantee, receipt of which is hereby acknowledged by Grantors,

THE GRANTORS HEREBY GRANT AND CONVEY to the Grantee, the real property described as follows:

4756
1990
Parcels Nos. 1-19, 1-20, and 1-21 Estate Bovoni
Nos. 1 and 2 Frenchman's Bay Quarter
St. Thomas, U.S. Virgin Islands
consisting of +/- 52.0 acres as shown on PWD Drawing
A9-365-T89 dated April 4, 1989

- and -

Parcel No. 1-18 Estate Bovoni
Nos. 1 and 2 Frenchman's Bay Quarter
St. Thomas, U.S. Virgin Islands
consisting of +/- 2.6446 acres as shown on PWD Drawing
C9-313-T88 dated February 15, 1988

- but excluding therefrom -

Parcel Nos. 1-2 and 1-3 Estate Bovoni
Nos. 1 and 2 Frenchman's Bay Quarter
St. Thomas, U.S. Virgin Islands
consisting of +/- 0.45 acres as shown on PWD Drawing
D9-497-T65 dated May 29, 1965.

BEING the same premises as were conveyed in part from Cynthia Major to the Grantors named herein by Warranty Deed dated May 17, 1988 and recorded June 2, 1988 in Book 32-H, Page 422, Sub No. 2616, and as were conveyed in part from The Estate of Everett B. Birch to the Grantors named herein by Quitclaim Deed dated June 12, 1989 and recorded July 21, 1989, in Book 34-M, Page 97, Sub. No. 3987, and as were conveyed in part from Patti Birch to the Grantors named herein by Quitclaim Deed dated June 22, 1990, and recorded July 20, 1990, in Book 36-I, Page 239, Sub. No. 4107, all in the office of the Recorder of Deeds for St. Thomas and St. John, Virgin Islands;

TOGETHER with the improvements thereon and the rights, privileges, and appurtenances belonging thereto;

SUBJECT, HOWEVER, to Virgin Islands laws and building and zoning regulations, and to all agreements, encumbrances, covenants, restrictions, and easements of record;

TO HAVE AND TO HOLD the premises conveyed hereby unto Grantee, its successors and assigns, in fee simple absolute forever;

AND THE GRANTORS WARRANT that they are seized of the premises in fee simple and have good right to convey the premises; that the Grantee shall quietly enjoy the premises; that the premises are free from encumbrances except as set forth or referred to herein; that the Grantors will execute or procure any further necessary assurances of title to the premises; and that the Grantors will forever warrant and defend title to the premises.

IN WITNESS WHEREOF, the Grantors have duly executed this Warranty Deed, as of the date first above written.

WITNESSES:

Bruce W. Strickland
Christa K. Quinn
Bruce W. Strickland
Christa K. Quinn

Gary Berne
GARY BERNE
Cynthia Berne
CYNTHIA BERNE

TERRITORY OF THE VIRGIN ISLANDS)
DISTRICT OF ST. THOMAS & ST. JOHN) SS:

The foregoing WARRANTY DEED was acknowledged before me this 29 day of June, 1990, by GARY BERNE and CYNTHIA BERNE.

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

Bruce W. Strickland
Notary Public

My commission expires: April 27 1992

CERTIFICATE OF VALUE

It is hereby certified for recording that the value of the interest in the property herein conveyed does not exceed the sum of \$3,000,000.00. The foregoing conveyance is exempt from Stamp Tax liability by virtue of V.I. Code Ann. tit. 33, Sec. 128(i), since it is a transfer to the Virgin Islands of the United States.

NOTED IN THE PUBLIC SURVEYOR'S RECORD FOR COUNTRY PROPERTY, BOOK FOR ESTATE BOVONI, NOS. 1 and 2 FRENCHMAN'S BAY QUARTER, ST. THOMAS, VIRGIN ISLANDS.

GARY BERNE

CYNTHIA BERNE

OFFICE OF PUBLIC SURVEYOR
ST. THOMAS, V. I. Aug. 20, 1990.
Verne R. Callwood, Tax Assessor
Office of the Lieutenant Governor

ATTEST:

IT IS HEREBY CERTIFIED THAT THE ABOVE MENTIONED PROPERTY / S WHICH, ACCORDING TO Warranty Deed dated June 29, 1990, BELONGS TO GOVERNMENT OF THE VIRGIN ISLANDS OF THE UNITED STATES. HAS NOT, ACCORDING TO THE RECORDS OF THIS OFFICE, UNDERGONE ANY CHANGES AS TO BOUNDARIES AND AREA.

OFFICE OF THE PUBLIC SURVEYOR
ST. THOMAS, V. I. Aug. 16, 1990.
Verne R. Callwood, Tax Assessor
Office of the Lieutenant Governor
Pd. cert 365962

RECORDED IN THE RECORDER'S OFFICE FOR THE DISTRICT OF ST. THOMAS AND ST. JOHN VIRGIN ISLANDS OF THE U.S.A.
BOOK PAGE 163 SUB NO. 4756 AND ENTERED IN THE REAL PERSONAL PROPERTY REGISTER FOR
QUARTER NO. 251 AUXILIARY
DATE: Aug. 23 1990
District Recorder of Deeds

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES
CHARLOTTE AMALIE, ST. THOMAS, V.I. 00001
DEPARTMENT OF FINANCE
TREASURY DIVISION

August 15, 1990

TO: THE RECORDER OF DEEDS

FROM: THE TREASURY DIVISION

IN ACCORDANCE WITH Title 28, SECTION 121 AS AMENDED,

THIS IS CERTIFICATION THAT THERE ARE NO REAL PROPERTY

TAXES OUTSTANDING FOR Berne, Gary & Cynthia

1 Est. Bovohi, Frenchman Bay Qtr. PARCEL NO. 1-09501-0101-00

Atty. Streibich).

RESEARCHED BY:


Wallace Corraspe

TITLE:

Enforcement Officer II

DATE:

August 15, 1990

VERIFIED BY:


Ivan McClean

TITLE:

Chief, Revenue Collection

DATE:

August 15, 1990

COLLECTOR NO.

01



THE UNITED STATES VIRGIN ISLANDS
OFFICE OF THE GOVERNOR
GOVERNMENT HOUSE
Charlotte Amalie, V.I. 00802
340-774-0001

HAND DELIVERY RECEIPT

To: Honorable Donna M. Frett-Gregory
Senate President
Thirty-Fourth Legislature of the Virgin Islands
Capitol Building
St. Thomas, Virgin Islands 00802

From: Office of Legal Counsel

Date: July 22, 2022

Enclosed are the following document(s):

1. Transmittal Letter for Lease Agreement bt. GVI DPP and A-9 Trucking Ent. and Sarnelli Bro VI
2. OLC No. 3161-2022 -Lease Agreement bt. GVI DPP and A-9 Trucking Ent. and Sarnelli Bro VI

Received by: _____

D. Frett

Sign Name: _____

[Signature]

Date and Time Received: _____

July 22nd 3.50 pm

Please return to Chief Legal Counsel, David A. Bornn, Esq.
Office of the Governor | Office of Legal Counsel
5047 Kongens Gade, St. Thomas, VI 00802-6487