



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

November 29, 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:

Lease Agreement between the Government of the Virgin Islands, Department of Property and Procurement and Virgin Islands Telephone Corporation d/b/a VIYA (*OLC No. 3323-2022*), to continue to lease a portion of a telecommunication tower and bunker in Building No.1 Suite 2 Parcel No. 6 Estate Recovery Hill, Company Quarter, St. Croix, Virgin Islands. The property will continue to be used for the purpose of operating a wireless link connection and the 9' x 8' room and bunker to house equipment.

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

Sincerely,

  
Denise N. George, Esq.  
Acting Governor

OLC NO. 3323-2022



OFFICE OF THE GOVERNOR  
U.S. VIRGIN ISLANDS

RECEIVED

DATE: 10.25.2022

TIME: 12:30 pm

VIRGIN ISLANDS DEPARTMENT OF JUSTICE  
OFFICE OF THE ATTORNEY GENERAL

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

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RR1 Box 6151, Kingshill  
St. Croix, VI 00850  
(340) 773-0295 Fax: (340) 773-1425

October 24, 2022

**VIA SHAREPOINT©**

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

**Attr:** David A. Bornu, Esq.  
Chief Legal Counsel to the Governor

**Re:** Lease Agreement between the Government of the Virgin Islands and Virgin Islands Telephone Corporation d/b/a VIYA  
*Premises: A portion of a telecommunication tower and bunker in Building No. 1 Suite 2 Parcel No. 6 Estate Recovery Hill, Company Quarter, St. Croix, Virgin Islands consisting of a telecommunications tower and a 9' x 8' room and bunker, zoned P.*  
A.G.O. File No. K-23-0024

Dear Governor Bryan:

Transmitted herewith, for your review, approval and signature is one (1) original of the above-referenced Lease of Real Property ("the Lease") entered into between the Government of the Virgin Islands ("Lessor or "GVI") and Virgin Islands Telephone Corporation d/b/a VIYA ("Lessee" or "VIYA"). Pursuant to the Lease, the Lessor has offered to lease the property known as a portion of a telecommunication tower and bunker in Building No. 1 Suite 2 Parcel No. 6 Estate Recovery Hill, Company Quarter, St. Croix, Virgin Islands consisting of a telecommunications tower and a 9' x 8' room and bunker (referred to as the "Premises"). The aforesaid property is shown on as built survey O.L.G. File No. 1368, attached to the Lease as Exhibit A, with further delineation shown on a Map Geo Aerial Image, attached as Exhibit B.

Transmittal Letter to Governor Albert Bryan Jr. dated October 24, 2022

Re: Lease Agreement between the Government of the Virgin Islands and Virgin Islands Telephone Corporation d/b/a VIYA

Leased Premises: A portion of a telecommunication tower and bunker in Building No. 1 Suite 2 Parcel No. 6 Estate Recovery Hill, Company Quarter, St. Croix, Virgin Islands consisting of a telecommunications tower and a 9' x 8' room and bunker, zoned P.

A.G.O. File No. K-23-0024

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Pursuant to the letter from the Department of Property and Procurement dated October 20, 2022 ("Justification Letter"), the Lessee will use a portion of the telecommunication tower for the establishment and operation of wireless link connections and the 9' x 8' room and bunker for the purpose of housing associated equipment, and for no other purpose whatsoever. Said use is contingent on Lessee obtaining and maintaining the required permits and licenses as required in Paragraph 10.17. The Justification Letter also explains that 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. The Department of Property and Procurement ("DPP") has decided not to submit an Appraisal Report for this property. DPP has decided that it is in the best interest of the Government of the Virgin Islands that the negotiated lease rate will be binding on parties for the lease term.

The Justification Letter also explains how the GVI provides proof of ownership through Title and Encumbrance (attached hereto) from the Office of the Lt. Governor by the Recorder of Deeds for Parcel No. 6 Estate Recovery Hill, Company Quarter, St. Croix, U.S. Virgin Islands.

Pursuant to Provision 4.05, the Lessee shall provide at its own cost and expense all repairs structural or otherwise to the interior and exterior of the Premises. Pursuant to Provision 4.01, the Lessee shall not erect any improvements to the Premises or alter the Premises in any way without the prior written consent of the Commissioner of Property and Procurement, in addition to whatever other licenses or permits are deemed necessary. The Lessee agrees to keep the Premises and appurtenances repaired and in a clean and tenantable condition, and to return said premises to the Lessor upon the expiration or other termination of this Lease, in as good a condition as it was since the last repairs were made, less reasonable wear and tear from intervening use. At the conclusion of the Lease title to any structure or improvement by Lessee which is attached to the realty shall vest in the Lessor. Any furniture or other items of a personal nature, if not removed from the premises prior to termination shall also become the property of the Lessor.

Pursuant to the terms of the Lease, the Lease is for a period of **TEN (10) YEARS** ("Initial Term") commencing on the first day of the month following approval by the Legislature of the U.S. Virgin Islands ("Commencement Date"). The Lessee has an option to renew this Lease for two (2) additional five (5) year periods (each a "Renewal Term") at the rent provided for in Paragraph 3.02 by giving written notice of such renewal at least thirty (30) days prior to the expiration of the Initial Term in the case of the first renewal or at least thirty (30) days prior to the expiration of the Renewal Term in the case of the second renewal. The Lessee shall pay to the Lessor an Annual Rent of **THIRTY-SIX THOUSAND and 00/100 DOLLARS (\$36,000.00) made payable in equal monthly installments of \$3000.00** during the term of the Lease. Payments not received within ten (10) days after the date due will be charged an additional ten percent (10%) of the amount owed for monthly rent or any other charges, including but not limited to repair costs and attorney's fees, as a late charge. Provision 3.02 explains the readjustment of rent in accordance with the Consumer Price Index

Transmittal Letter to Governor Albert Bryan Jr. dated October 24, 2022

Re: Lease Agreement between the Government of the Virgin Islands and Virgin Islands Telephone Corporation d/b/a VIYA

Leased Premises: A portion of a telecommunication tower and bunker in Building No. 1 Suite 2 Parcel No. 6 Estate Recovery Hill, Company Quarter, St. Croix, Virgin Islands consisting of a telecommunications tower and a 9' x 8' room and bunker, zoned P.

A.G.O. File No. K-23-0024

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("CPI") which occurs at the end of the First (1st) year of the Initial Term and every year thereafter, including any Renewal Term if exercised. However, no adjustments in rent shall be increased more than three percent (3%) over any preceding period or reduced below the annual rent of \$36,000.00.

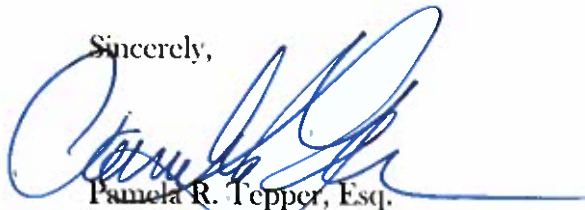
*This Lease requires approval by the Governor and the Legislature of the Virgin Islands.* The Lessee shall keep in full force and effect liability insurance of no less than \$1,000,000.00 for property damage and \$1,000,000.00 in coverage for one person injured or killed, and \$1,000,000.00 for any number of persons injured or killed in any one accident. All such policies shall name the Lessor as an additional insured for the full insurance amount. The Lessee also shall insure all buildings on the premises against loss or damage by fire, windstorm and earthquake with the usual extended coverage endorsements, for the full insurable value thereof. Lessee shall deliver a copy of all insurance policies to Lessor within twenty (20) days of the Commencement Date of this Lease. The Lessee also agrees to indemnify and hold harmless the Lessor against any and all claims, except as result from the negligence of the Lessor. The laws of the U.S. Virgin Islands shall govern the validity, performance, and enforcement of this Lease.

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

1. Letter from the Department of Property and Procurement dated October 20, 2022;
2. O.L.G. File No. 1368;
3. Map Geo Aerial Image;
4. Business License (**EXPIRES 6/30/2023**);
5. Trade Name Registration (**EXPIRES 4/11/2023**);
6. Certificate of Good Standing (**EXPIRES 6/30/23**);
7. Certificate of Commercial Liability Insurance and Endorsement (**EXPIRES 6/1/2023**);
8. Articles of Incorporation with Certificate of Amendment;
9. Corporate Resolution dated November 12, 2020;
10. Title and Encumbrance Certificate dated December 18, 2015; and
11. Lease.

Thank you for your consideration in this matter. The Lease has been reviewed and approved for legal sufficiency. If you have questions, please feel free to contact Assistant Attorney General Michael R. Francisco, Esq. or me at 774-5666.

Sincerely,



Pamela R. Tepper, Esq.  
Solicitor General

Transmittal Letter to Governor Albert Bryan Jr. dated October 24, 2022

*Re: Lease Agreement between the Government of the Virgin Islands and Virgin Islands Telephone Corporation d/b/a VIYA*

*Leased Premises: A portion of a telecommunication tower and bunker in Building No. 1 Suite 2 Parcel No. 6 Estate Recovery Hill, Company Quarter, St. Croix, Virgin Islands consisting of a telecommunications tower and a 9' x 8' room and bunker, zoned P.*

A.G.O. File No. K-23-0024

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Enclosures

cc: Honorable Anthony D. Thomas, Commissioner  
Department of Property and Procurement

Denise N. George, Esq., Attorney General  
Department of Justice



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

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St. Croix:  
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[www.dpp.vi.gov](http://www.dpp.vi.gov)



October 20, 2022

**Via Hand Delivery**

Honorable Albert Bryan Jr.  
Governor of the Virgin Islands  
Government House  
1105 King Street  
St. Croix, Virgin Islands 00820

**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 Virgin Islands Telephone Corporation d/b/a VIYA**

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 Virgin Islands Telephone Corporation d/b/a Viya for a portion of a telecommunication tower and bunker in Building No. 1 Suite 2 Parcel No. 6 Estate Recovery Hill, Company Quarter, St. Croix, United States, Virgin Islands, consisting of a telecommunication tower and a room and bunker. The Lessee will use a portion of the telecommunication tower for the establishment and operation of wireless link connections and a 9’ X 8’ room and bunker for the purpose of housing associated equipment, and for no other purpose whatsoever. Pursuant to 31 V.I.C § 205 (b), DPP is requesting further processing through your office.

The GVI provides proof of ownership through Title and Encumbrance from the Office of the Lt. Governor by the Recorder of Deeds for Parcel No. 6 Estate Recovery Hill, Company Quarter, St. Croix U.S. Virgin Islands. Please refer to O.L.G. File No. 1368, with further delineation of the Premises shown on a Map Geo Aerial Image, copies of which are attached hereto as Exhibits “A” and “B”, respectively, which are included in the submission package for location of Parcel No. 6 Estate Recovery Hill, Company Quarter, St. Croix, U. S. Virgin Islands.

The term of this agreement is for ten (10) years with a renewal option of two (2) additional five (5) year terms and requires the approval of the Legislature of the Virgin Islands, in accordance with 31 V.I.C § 205 (c). The term commences on the first (1<sup>st</sup>) day of the month following the approval of the Legislature of the Virgin Islands. The annual rent for the above-referenced parcel will be **Thirty-Six Thousand Dollars (\$36,000.00)** payable in equal monthly installments of **Three Thousand Dollars and Zero Cents (\$3,000.00)** 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 GVI 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 further determined that it is in the best interest of the GVI that the negotiated lease rate be binding on parties for the Lease term.

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

- 1) Original Lease Agreement;
- 2) Exhibit "A" (O.L.G. Drawing 1368);
- 3) Exhibit "B" (GEO Map Aerial Image);
- 4) Tradename Registration Certificate (expires 4/11/2023);
- 5) Business License (expires 06/30/2023);
- 6) Certificate of Liability Insurance (expires 06/01/2023);
- 7) Corporate Resolution;
- 8) Articles of Incorporation;
- 9) Certificate of Amendment of Articles of Incorporation;
- 10) Certificate of Good Standing (expires 06/30/2023); and
- 11) Government Proof of Ownership – Title of Encumbrance.

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](mailto:vincent.richards@dpp.vi.gov) or (340) 774-0828 ext. 4329 or Magdalene A. Morancie, Esq., Chief Legal Counsel at [magdalene.morancie@dpp.vi.gov](mailto:magdalene.morancie@dpp.vi.gov) or (340) 774-0828 ext. 4302.

Respectfully,

  
Anthony D. Thomas  
Commissioner

ADT/vr/rdp/wah/rac

Encls.

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



# **LEASE AGREEMENT**



## **LEASE AGREEMENT**

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

**And**

**VIRGIN ISLANDS TELEPHONE CORPORATION  
d/b/a VIYA**

**PREMISES:** Portion of a telecommunication tower and bunker in Building No. 1 Suite 2 Parcel No. 6 Estate Recovery Hill, Company Quarter, St. Croix, United States, Virgin Islands.

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## LEASE AGREEMENT

**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 **Virgin Islands Telephone Corporation d/b/a Viya**, whose Mailing Address is 4611 Tutu Park, #200, St. Thomas, Virgin Islands 00802, (hereinafter "Lessee").

### WITNESSETH:

In consideration of the mutual covenants and agreements herein set forth it is hereby agreed:

### ARTICLE I

#### PREMISES AND USE

- 1.01 Premises: The Lessor hereby leases to the Lessee and the Lessee hires and takes from the Lessor a Portion of a telecommunication tower and bunker in Building No. 1 Suite 2 Parcel No. 6 Estate Recovery Hill, Company Quarter, St. Croix, United States, Virgin Islands, which is zoned "P" (hereinafter "Premises"). The aforesaid property is shown on O.L.G File No. 1368 marked as Exhibit A and attached hereto, with further delineation of the Premises shown on a Map Geo Aerial Image, marked as Exhibit "B" and attached hereto.
- 1.02 Use: The Lessee shall use a portion of the telecommunication tower for the establishment and operation of wireless link connections and a 9' X 8' room and bunker for the purpose of housing associated equipment and no other purpose. 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 (1<sup>st</sup>) 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 of condition this lease at the expiration of the Initial Term, Lessee shall have the option to renew this Lease for two (2) additional terms of five (5) years each (each a "Renewal Term") at the rent provided for in Paragraph 3.02 hereof by giving

Lessee's Initials



written notice of such renewal at least thirty (30) days prior to the expiration of the Initial Term 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 percent (200%) of the rent payable for the last calendar month of the term of this Lease, including renewals or extensions. The inclusion of the preceding sentence in this Lease shall not be construed as Lessor's consent for Lessee to hold over.

### **ARTICLE III**

#### **RENT**

- 3.01 **Annual Rent:** The Lessee shall pay to the Lessor an Annual Rent of **Thirty-Six Thousand Dollars and Zero Cents (\$36,000.00)** payable in equal monthly installments of **Three Thousand Dollars and Zero Cents (\$3,000.00)** during the term of this Lease. Payment of Annual Rent shall be made in equal monthly installments in advance on the first (1<sup>st</sup>) 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 (1<sup>st</sup>) of the month, then in such event the rent for such first (1<sup>st</sup>) month shall be prorated.

The Annual Rent shall be paid at Lessor's office at #3274 Estate Richmond, St. Croix, Virgin Islands 00820, 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 (1<sup>st</sup>) year of the Initial Term, and every year thereafter, including any Renewal Term, in accordance with the increase of the Consumer Price Index ("CPI") as established by the U.S. Department of Labor, Bureau of Labor Statistics for "All Items, All Urban Consumers (1967-100%)" as follows,

Lessee's Initials 

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 (1<sup>st</sup>) month of the Initial Term and as of the first (1<sup>st</sup>) month of each subsequent Lease year shall be the base price index and the CPI as of the month immediately preceding the first (1<sup>st</sup>) month of any Lease year after the first (1<sup>st</sup>) 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.

At the end of the first (1<sup>st</sup>) year of the Initial Term and every year thereafter of this Lease, the base rent shall be adjusted in the same manner, using the index for the month preceding the first (1<sup>st</sup>) 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 **Thirty-Six Thousand Dollars and Zero Cents (\$36,000.00)**.

- 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 charges, including but not limited to repair costs and attorney's fees, as a late charge.**

The parties agree that this late charge represents a fair and reasonable estimate of the costs that Government will incur by reason of the late payment by Lessee. Acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Government from exercising any of the other rights and remedies available to Government.

#### **ARTICLE IV**

##### **IMPROVEMENTS**

- 4.01 **Improvements:** Lessee shall not erect any improvements on the Premises or alter the Premises in any way without the prior written consent in each-and-every case

Lessee's Initials



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

- 4.02 Title to Improvements: At the conclusion of this Lease or if renewed, any renewal, title to any structure or improvement by Lessee which is attached to the realty shall vest in the Lessor. Furniture or other personal items, if not removed from the Premises prior to termination shall become the property of the Lessor.
- 4.03 Location and Improvements: In the event Lessor consents to the erection of improvements, said improvements will be located at a Portion of a telecommunication tower and bunker in Building No. 1 Suite 2 Parcel No. 6 Estate Recovery Hill, Company Quarter, St. Croix, United States 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 to take reasonable efforts to begin 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.

Lessee's Initials



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, or abatement 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 property for or on behalf of the Lessee or anyone holding any part of the property through or under Lessee, Lessee shall cause the same to be cancelled and discharged of record by payment, bond or order of a court of competent jurisdiction within thirty (30) days after notice by Lessor to Lessee. If Lessee fails to discharge said lien, then the Lessee shall forthwith reimburse the Lessor the total expenses incurred by the Lessor in discharging the said lien, as additional rent hereunder.

## 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 of the property herein leased. All insurance 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 property, or any part thereof, or for any loss or damage resulting to Lessee or its property from water, gas, steam, fire or the bursting, stoppage, or leaking of pipes, provided such loss or damage is not occasioned by the negligence of Lessor or its agents, contractors, or employees.
- 6.04 Fire and Extended Coverage by Lessee: Lessee shall keep all of Lessee's contents on the Premises insured against loss or damage by fire, windstorm, and earthquake with the usual extended coverage endorsements, for the full insurable value thereof. A copy of all insurance policies shall be delivered to the Lessor within twenty (20) days of the Commencement Date of this Lease.

## 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 use, maintain and repair pipes, water storage tank facility, cables, and wires, on or existing through the property as and to the extent that Lessor may or hereafter deem to be necessary or appropriate.

Lessee's Initials 

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 and Taking.
  - b. Service of any legal process relating to condemnation of the Premises for improvements.
  - c. Notice in connection with any proceedings or negotiations with respect to such a condemnation.
- 8.02 Rights of Lessor and Lessee: Lessor and Lessee shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a taking or intended taking and to make full proof of its claims. No agreement, settlement, sale, or transfer to or with the condemning authority shall be made without the consent of both parties. Lessor and Lessee each agree to execute and deliver to the other any instrument that may be required by the provisions of this Lease relating to the condemnation.
- 8.03 Taking of Leasehold: Upon the total taking, Lessee's obligation to pay rent and other charges hereunder shall terminate on the date of taking, or possession 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' notices to Lessor.

**ARTICLE IX**

**CANCELLATION, TERMINATION AND ASSIGNMENT AND TRANSFERS**

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

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

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

Lessee's Initials



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

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

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

A. Enter, into and upon the Premises or any part thereon and repossess the same, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), to the extent permitted by law.

B. Either cancel this Lease by notice or without canceling this Lease, re-let the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to re-let the Premises during any month or part thereof, at less than the rent due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor upon calculation thereof, provided Lessor has exercised good faith in the terms and conditions of re-letting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of deficiency notice.

If any suit or action is brought by Lessor against the Lessee to enforce any of the provisions hereof, the Lessor shall be entitled to collect reasonable costs and attorney's fees in the action or proceeding.

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

9.05 Subleasing: Lessee will 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.

Lessee's Initials 

## 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  
#3274 Estate Richmond  
Christiansted  
St. Croix, Virgin Islands 00820

LESSEE: Virgin Islands Telephone Corporation d/b/a Viya  
Legal Department  
4611 Tutu Park #200  
St. Thomas, Virgin Islands 00802

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.

Lessee's Initials



- 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 in no way, 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 with any broker concerning the renting of the Premises. Lessee agrees to hold Lessor harmless against any claims for brokerage commission arising out of any conversation or negotiation had by Lessee with any broker.
- 10.13 Approvals Required: This Lease shall not become effective unless approved by the Governor and the Legislature of the Virgin Islands.
- 10.14 Entire Agreement: This Lease constitutes the entire agreement of the Parties relating to the subject matter addressed herein. This Lease supersedes all prior communications or agreements between the Parties, with respect to the subject matter herein, whether written or oral.
- 10.15 Conflict of Interest: Lessee covenants that it has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations under this Lease.
- a. Lessee further covenants that it is:
1. not a territorial officer or employee (i.e. the Governor, Lieutenant Governor, member of the Legislature or any other elected territorial official; or an officer or employee of the Legislative, Executive or Judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
  2. a territorial officer or employee and, as such, has:

- i. familiarized itself with the provisions of Title 3 Chapter 37, Virgin Islands Code, pertaining to conflicts of interest, including the penalties provisions set forth in Section 1108 thereof;
- ii. not made, negotiated, or influenced this contract, in its official capacity; and
- iii. no financial interest in the contract as that term is defined in Section 1101 of said Code chapter.

10.16 **Rights of Holder of the Leasehold Mortgage:** Notwithstanding anything to the contrary herein contained, Lessor agrees that in the event, that Lessee secures a leasehold mortgage and thereafter defaults in the performance, of any of the terms and conditions in 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 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 terms, covenants, conditions and agreements; provided that the holder of the leasehold mortgage, or its designee, (i) contemporaneously with the delivery of such request, pay to 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,

Lessee's Initials 

environmental and American Disabilities Act (ADA). The Lessee shall obtain all licenses and permits required to use the property and to do business in the Virgin Islands as are required.

- 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 covenant of this Lease. No delay or omission to exercise any right or power hereunder shall impair any right or power of the Lessor; every right and remedy conferred under this Lease may be exercised from time to time and as often as may be deemed expedient by the holder of such right or remedy.
- 10.19 Enforcement of Lease Terms: Waiver by either party of any breach of any term condition or covenant of this Lease, during the term of this Lease, shall not be deemed to be a waiver of any subsequent breach of the same or any term, condition, or covenant of this Lease. No delay or omission to exercise any right or power shall be construed to be a waiver of any such right or power and every right and remedy conferred under this Lease may be exercised from time to time and as often as may be deemed expedient by the holder of such right or remedy.

**[INTENTIONALLY LEFT BLANK – SIGNATURES FOLLOW]**

Lessee's Initials





Virgin Islands Telephone Corporation d/b/a Viya  
Portion of the telecommunications tower and bunker  
Building No.1, Suite 2, Parcel No. 6 Recovery Hill  
St. Croix, VI  
Page 14

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

WITNESSES:

LESSEE:

Virgin Islands Telephone Corporation  
d/b/a VIYA

Germaine Gonzalez  
(Print)  
Germaine Gonzalez  
(Sign)  
Francisco Bourlli  
(Print)  
[Signature]  
(Sign)

[Signature]  
Julio Rhymer  
Chief Financial Officer

**ACKNOWLEDGEMENT**

Territory of the Virgin Islands     )  
District of St. Croix                    ) ss:

Before me personally appeared **Julio Rhymer**, Chief Financial Officer of Virgin Islands Telephone Corporation d/b/a Viya, 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 9 day of September A.D. 2022


[Signature]  
Notary Public

**NOTARY PUBLIC**  
Name: LaVerne Slack  
Commission Exp. March 6, 2023  
Notary Public NP 196-19  
St. Thomas/ St. John District



Virgin Islands Telephone Corporation d/b/a Viya  
Portion of the telecommunications tower and bunker  
Building No.1, Suite 2, Parcel No. 6 Recovery Hill  
St. Croix, VI  
Page 15

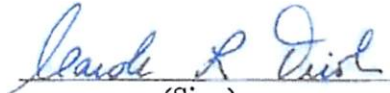
**GOVERNMENT OF THE VIRGIN ISLANDS**

BY:   
Anthony D. Thomas, Commissioner  
Department of Property and Procurement

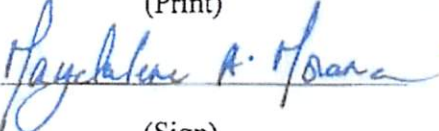
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WITNESSES:

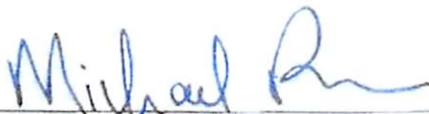
CAROL L ORiol  
(Print)

  
(Sign)

MAGDALENE A. HORANCIE  
(Print)

  
(Sign)

**APPROVED AS TO LEGAL SUFFICIENCY**  
Denise N. George, Esq., Attorney General  
Virgin Islands Department of Justice

BY:   
Assistant Attorney General

Date: 10/24/2022

**APPROVED**

  
Denise N. George, Esq.  
Acting Governor  
U.S. Virgin Islands

Date: 11/30/22


**APPROVED**

\_\_\_\_\_  
Donna A. Frett-Gregory  
President of the 34th Legislature of the U.S. Virgin Islands

Date: \_\_\_\_\_

Virgin Islands Telephone Corporation d/b/a Viya  
Portion of the telecommunications tower and bunker  
Building No.1, Suite 2, Parcel No. 6 Recovery Hill  
St. Croix, VI  
Page 15

**GOVERNMENT OF THE VIRGIN ISLANDS**

BY:   
Anthony D. Thomas, Commissioner  
Department of Property and Procurement

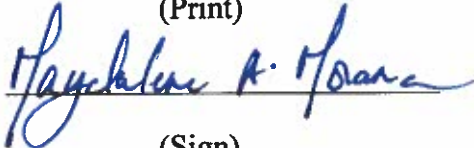
Date: 10/20/2022

**WITNESSES:**

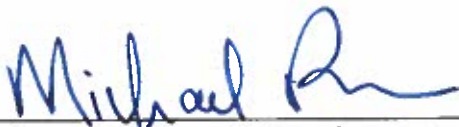
CAROL L ORIOL  
(Print)

  
(Sign)

MAGDALENE A. HORANUE  
(Print)

  
(Sign)

**APPROVED AS TO LEGAL SUFFICIENCY**  
Denise N. George, Esq., Attorney General  
Virgin Islands Department of Justice

BY:   
Assistant Attorney General

Date: 10/24/2022

**APPROVED**

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

Date: \_\_\_\_\_

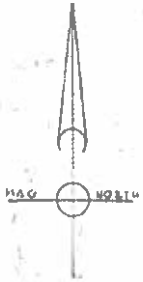
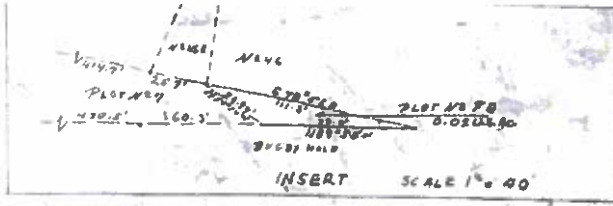
**APPROVED**

\_\_\_\_\_  
Donna A. Frett-Gregory  
President of the 34th Legislature of the U.S. Virgin Islands

Date: \_\_\_\_\_

# EXHIBIT A

MAP



REVISED AUG 8, 1963 PLOT NO 78 SEPARATED FROM PLOT 79 OF ESTATE RECOVERY HILL TO ACCORDANCE RELOCATION OF AGREEMENT TOU PLOT 79 AND AGREEMENT TO US CIVIL ENGINE TO RELOCATE STATION PLANNING OFFICE DRAW 24-87-5 FINAL DRAWING 8-3-63

**GOVERNMENT OF THE VIRGIN ISLANDS  
PUBLIC WORKS DEPT.**

0.78 of 0.706 US ACRES SEPARATED FROM PARCEL 1197  
706 US AC.  
RE TRIANGLE ABG IN PARCEL 1197 NEW AREA = 1.412 US AC  
RECOVERY HILL OF 1.302 US ACRES 1.412 US AC.

**SURVEY MAP OF PARCEL NO 6 OF  
RECOVERY HILL, AREA = 0.8402 U.S.A.**  
SURVEYED BY  
**SAINT CROIX**  
BY B. O.A.

**1963 P.W.D. DRAWING NO. 1368**

EXHIBIT A

# EXHIBIT B

Portion of Parcel No. 6 of Recovery Hill



1" = 196.36569726786044 ft

# Exhibit B



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:** 06/30/2023
- ( X ) **Certificate of Liability Insurance (if already on property)**  
**Expires:** 06/12/2023
- ( X ) **Articles of Incorporation**
- ( N/A ) **Articles of Organization**
- ( N/A ) **Certificate of Limited Partnership**
- ( X ) **Tradename Certificate (if applicable)**  
**Expires:** 04/11/2023
- ( X ) **Corporate Resolution/ Memo Authorizing Signature**  
**Dated:** 11/12/2020      **Expires:** \_\_\_\_\_
- ( X ) **Certificate of Good Standing**  
**Dated:** 09/15/2022      **Expires:** 06/30/2023
- ( N/A ) **Certificate of Existence**  
**Dated:** N/A      **Expires:** N/A



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

KNOW ALL BY THIS PRESENT

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

<b>Licensee:</b>	VIRGIN ISLANDS TELEPHONE CORPORATION	
<b>Trade Name:</b>	VIYA	
<b>Mailing Address</b>	<b>Physical Address</b>	
4006 ESTATE DIAMOND CHRISTIANSTED ST. CROIX VI 00820	7G & 7H ESTATE DIAMOND CHRISTIANSTED ST. CROIX VI 00820	
<b>Business No:</b>	8972	<b>License No:</b> 2-8972-9L
<b>Types of License(s)</b> Communic. Equip. Oper. Contractor Common Carrier Int. Telecomm. Importer of Goods Retail Shop & Store-No Liquor/Beer Communic. Equip. Inst. Contractor		

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.

**2022**

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 06/01/2022 until 06/30/2023  
Printed on 05/31/2022  
Issued at St. Croix, V.I.  
Fee 975.00

*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**

-O-

*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.	TN0011006
Trade Name	VIYA
Nature of Business	TELECOMMUNICATIONS
Registrants	VIRGIN ISLANDS TELEPHONE CORPORATION
Business Location	4611 Tutu Park, Charlotte Amalie, United States Virgin Islands, 00802, United States
Mailing Address	Post Office Box 6100, Charlotte Amalie, United States Virgin Islands, 00801, United States
Original Registration Date	April 11, 2017
Renewal Date	April 11, 2023

Witness my hand and the seal of the Government of the United States Virgin Islands, on this 6th day of April, 2021.



A handwritten signature in black ink that reads "Tregenza A. Roach".

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



**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 **VIRGIN ISLANDS TELEPHONE CORPORATION** 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, 2023.

**Entity Type:** Domestic Profit Corporation

**Entity Status:** In Good Standing

**Registration Date:** 10/20/1959

**Jurisdiction:** United States Virgin Islands, United States

Witness my hand and the seal of the Government of the United States Virgin Islands, on this 15th day of September, 2022.



Handwritten signature of Tregenza A. Roach in black ink.

Tregenza A. Roach  
Lieutenant Governor  
United States Virgin Islands



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2022

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

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

**PRODUCER**  
Arthur J. Gallagher Risk Management Services, Inc.  
470 Atlantic Avenue  
Boston MA 02210

**INSURED**  
Vitelcom Cellular, Inc. DBA Viya Wireless  
c/o ATN International, Inc.  
4611 Tutu Park #200  
St. Thomas, 802 VI 802

**CONTACT NAME:** Sarah Lynch

**PHONE (A/C, No, Ext):**

**FAX (A/C, No):**

**E-MAIL ADDRESS:** Sarah\_Lynch@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

**COVERAGES** **CERTIFICATE NUMBER: 1122986960** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER:	Y		36044606	6/1/2022	6/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPOP AGG	\$ 2,000,000
							Combined Total Aggre	\$ 10,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	DED <span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span> RETENTION \$ <span style="border: 1px solid black; display: inline-block; width: 50px; height: 15px;"></span>							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A			E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Site Location: Parcel #6 Recovery Hill, St Croix Virgin Islands Government of the Virgin Islands, Dept. of Property and Procurement, 8201 Subbase St. Thomas, VI 00802 is an Additional Insured as respects General Liability policy, as required by written contract, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER	CANCELLATION
Government of the Virgin Islands, Dept. of Property and Procurement Parcel #6 Recovery Hill, St Croix VI 00801 USA	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p style="text-align: center;"><i>Patrick J. Veale</i></p>

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**Liability Insurance****Endorsement**

**Policy Period** JUNE 1, 2022 TO JUNE 1, 2023  
**Effective Date** JUNE 1, 2022  
**Policy Number** 3604-46-06 BOS  
**Insured** ATN INTERNATIONAL, INC.  
  
**Name of Company** FEDERAL INSURANCE COMPANY  
**Date Issued** JUNE 16, 2022

This Endorsement applies to the following forms:

**GENERAL LIABILITY  
 REPUTATION INJURY & COMMUNICATIONS LIABILITY**

Under Who Is An Insured, the following provision is added.

**Who Is An Insured****Additional Insured -  
 Scheduled Person  
 Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

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**Liability Endorsement**  
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

**Conditions**

**Other Insurance –  
Primary, Noncontributory  
Insurance – Scheduled  
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

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**Schedule**

GOVERNMENT OF THE VIRGIN ISLANDS  
C/O DEPARTMENT OF PROPERTY AND PROCUREMENT, #3274 ESTATE  
RICHMOND CHRISTIANSTED, ST. CROIX VI 00820

All other terms and conditions remain unchanged.

Authorized Representative



**CERTIFICATION**  
Certified to be a true and correct copy



**OSBERT E. POTTER**  
Lieutenant Governor

**CERTIFICATE OF AMENDMENT**  
**OF**  
**ARTICLES OF INCORPORATION**  
**OF**  
**VIRGIN ISLANDS TELEPHONE CORPORATION**

-00000-

RECEIVED  
1966 NOV 21 PM 8:30  
CLERK

We the undersigned Stephen B. Halvorson, President and William J. Donovan, Assistant Secretary of VIRGIN ISLANDS TELEPHONE CORPORATION, a corporation organized and existing under and by virtue of the General Corporation Law of the Virgin Islands, DO HEREBY CERTIFY:

**FIRST:** That the Board of Directors of said Corporation, at a meeting duly convened and held on November 21, 1966, adopted the following resolution setting forth and declaring advisable the following amendments to the Articles of Incorporation of said Corporation:

**RESOLVED**, that this Board of Directors hereby declares it advisable to amend the Articles of Incorporation of the Corporation by amending:

(a) the first paragraph of Article **THIRD** thereof which now reads:

"**THIRD:** The total authorized capital of this Corporation is \$2,000,000 divided into 100,000 shares of common stock of the par value of \$20 each."

so that such paragraph will henceforth read:

"**THIRD:** The total authorized capital of this Corporation is \$5,000,000 divided into 250,000 shares of common stock of the par value of \$20 each."

and

(b) the first two sentences of Article **FIFTH** thereof which now read:

"**FIFTH:** The Corporation's principal office in the Virgin Islands is 20 Crystal Garden, Charlotte Amalie, St. Thomas, Virgin Islands. The name of its resident agent in charge thereof shall be Edith L. Bornn."



so that said first two sentences of Article FIFTH will henceforth read:

"FIFTH: The Corporation's principal office in the Virgin Islands is 48 Kronprindsens Gade, Kronprindsens Quarter (P.O. Box 1141), Charlotte Amalie, St. Thomas, Virgin Islands. The name of its resident agent in charge thereof is Stephen B. Halvorson."

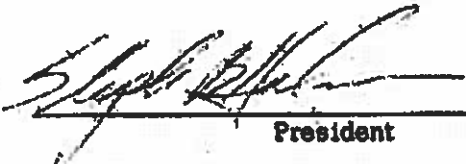
that a meeting of the stockholders entitled to vote in respect thereof, for the consideration of such amendments, be called or in lieu thereof that appropriate steps be taken to obtain the consent in writing of all of the stockholders to such corporate action as provided under Title 13 of the Virgin Islands Code (Sections 222 and 196).


SECOND: That the said amendments have been consented to and authorized by the holders of all the issued and outstanding stock, entitled to vote, by a written consent given in accordance with the provisions of Section 196 of the General Corporation Law of the Virgin Islands, and filed with the Corporation on the 21st day of November 1966.

THIRD: That the aforesaid amendments have been duly adopted in accordance with the provisions of Section 222 and Section 196 of the General Corporation Law of the Virgin Islands.

FOURTH: That the capital of the Corporation will not be reduced under or by reason of the amendments.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the seal of said Virgin Islands Telephone Corporation to be affixed this 21st day of November 1966.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Assistant Secretary

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK)

On this the 21st day of November 1966, before me *SARAH J. GOW*, the undersigned notary personally appeared Stephen B. Halvorsen known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

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

*Sarah J. Gow*

Notary Public

SARAH J. GOW  
Notary Public, State of New York,  
No. 31-1523535  
Qualified in New York County  
Commission Expires March 30, 1967

State of New York, }  
County of New York, } ss:  
L. JAMES MCGURRAN, County Clerk and Clerk of the Supreme Court,  
New York County, a Court of Record having by law a seal, DO HEREBY CERTIFY that

No. 79159

Form 1

whose name is subscribed to the annexed affidavit, deposition, certificate of acknowledgment or proof, was at the time of taking the same a NOTARY PUBLIC in and for the State of New York; that pursuant to law a commission, or a certificate of his official character, and his autograph signature, have been filed in my office; that as such Notary Public he was duly authorized by the laws of the State of New York to administer oaths and affirmations, to receive and certify the acknowledgment or proof of deeds, mortgages, powers of attorney and other written instruments for lands, tenements and hereditaments to be held in, evidenced or recorded in this State, to protest notes and to take and certify affidavits and depositions; and that I am well acquainted with the handwriting of said Notary Public, or have compared the signature of the annexed instrument with his autograph signature deposited in my office, and believe that the signature is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this NOV 23 1966

FEE PAID \$4

*James McGurran*  
County Clerk and Clerk of the Supreme Court, New York County

**CERTIFICATION**  
Certified to be a true and correct copy



**OSBERT E. POTTER**  
Lieutenant Governor

**GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES**

----- 0 -----  
**CHARLOTTE AMALIE, ST. THOMAS**

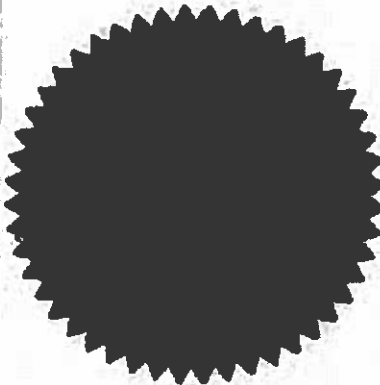
**To All To Whom These Presents Shall Come:**

I, the undersigned, LIEUTENANT GOVERNOR, do hereby certify that

**VIRGIN ISLANDS TELEPHONE CORPORATION**

of the Virgin Islands filed in my office on July 13, 2011 as provided for by law, Amended Articles of Incorporation, duly acknowledged; and that a duplicate original thereof has been filed in the Office of the Clerk of the District Court of the Virgin Islands;

WHEREFORE the said Amended Articles are hereby declared to have been duly recorded in this Office on the date aforesaid, and to be in full force and effect from that date.



Witness my hand and Seal of the Government  
of the Virgin Islands of the United States, at  
Charlotte Amalie, St. Thomas, this 28<sup>th</sup> day  
of July, 2011.



**GREGORY R. FRANCIS**  
Lieutenant Governor for the Virgin Islands

ARTICLES OF INCORPORATION

OF

VIRGIN ISLANDS TELEPHONE CORPORATION

certification  
attested to be a true and correct copy

*Kenneth E. Mapp*  
Kenneth E. Mapp  
Lieutenant Governor

We, the undersigned, in order to form a Corporation pursuant to Article Two of the General Corporation Law of the Virgin Islands do hereby certify as follows:

**FIRST:** The name of this Corporation is VIRGIN ISLANDS TELEPHONE CORPORATION.

**SECOND:** The objects and purposes for which, and for any of which, this Corporation is formed, and the nature of the business to be transacted are as follows: To acquire, construct, erect, improve, maintain and operate the facilities for and to engage in the business of furnishing telephone and other communications services and facilities. It shall have unlimited power to engage in and to do any and every lawful act concerning the operation of a business furnishing communications services and facilities or any business related thereto, including, without limitation of the foregoing, the purchasing of property, easements and existing facilities.

**THIRD:** The total authorized capital of this Corporation is \$2,000,000, divided into 100,000 shares of Common Stock of the par value of \$20 each.

Holders of Common Stock of the Corporation shall be possessed of and have the preemptive right, during a reasonable time and on reasonable conditions, both to be fixed by the Board of Directors in their absolute discretion, to subscribe

pro rata for any additional shares of Common Stock or other securities of the Corporation convertible into Common Stock which may hereafter be issued for cash.

The ownership, transferability and voting rights of shares of capital stock of the Corporation shall be subject to such restrictions or limitations as may be established in the By-Laws for the purpose of carrying out the provisions of the Federal Communications Act of 1934, as amended, relating to the ownership, transfer and voting of shares by aliens as that term is used in the said Act.

**FOURTH:** The minimum amount of capital with which the Corporation will commence business is \$500,000.

**FIFTH:** The Corporation's principal office in the Virgin Islands is 20 Crystal Garden, Charlotte Amalie, St. Thomas, Virgin Islands. The name of its resident agent in charge thereof shall be Edith L. Bornn. The Board of Directors by resolution may change the location of said principal office to any other place within the Virgin Islands and by like resolution may change said resident agent to any other individual or to a corporation.

**SIXTH:** The existence of the Corporation shall be perpetual.

**SEVENTH:** The number of directors of the Corporation may be fixed by the By-Laws of the Corporation, but shall not be less than three.

**EIGHTH:** The names and places of residence of the incorporators are as follows:

1. George Jackson Eder, 110 Bayview Road, Flancons Manor, New York
2. Stephen H. Larrabee, 43 Tunstall Road, Scarsdale, New York
3. John Thomas Naylor, 35 East 85th Street, New York 21, New York

IN WITNESS WHEREOF, we, the undersigned, being each of the incorporators hereinabove named, do certify and declare that the facts hereinabove stated are true and we have accordingly hereunto set our respective hands and seals this 16<sup>th</sup> day of October, 1959.

IN THE PRESENCE OF:

*Carmen Ortiz Reynoso*

*George Jackson Eder*  
George Jackson Eder

*Stephen H. Larabee*  
Stephen H. Larabee

*John Thomas Naylor*  
John Thomas Naylor

STATE OF NEW YORK )  
                          ) ss.:  
COUNTY OF NEW YORK )

BE IT REMEMBERED, That on this 16<sup>th</sup> day of October, 1959, before me *Carmen Ortiz Reynoso* a Notary Public in and for the County and State as aforesaid, personally appeared George Jackson Eder, Stephen H. Larabee and John Thomas Naylor, known to me to be the persons whose names are subscribed to the foregoing articles of incorporation and they acknowledged that they had executed the same.

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

*Carmen Ortiz Reynoso*

CARMEN ORTIZ REYNOSO  
Notary Public, State of New York  
No. 41-632780 Queens County  
Certificate filed in New York County  
Term Expires March 31, 1961

CERTIFICATION...

certified to be a true and correct copy

No. C-35-40

*Kenneth E. Mapp*  
Kenneth E. Mapp  
Lieutenant Governor

GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES

CHARLOTTE AMALIE, ST. THOMAS

To All To Whom These Presents Shall Come

I, the undersigned, GOVERNMENT SECRETARY, do hereby certify that

VIRGIN ISLANDS TELEPHONE CORPORATION

of the Virgin Islands filed in my office on October 20, 1959 as provided for by law, Articles of Incorporation, duly acknowledged; and that a duplicate original thereof has been filed in the Office of the Clerk of the District Court of the Virgin Islands; WHEREFORE the persons named in the said Articles, and who have signed the same, and their successors, are hereby declared to be from the date aforesaid, a corporation by the name and for the purposes set forth in said Articles, with the right of succession as therein stated.

Witness my hand and the Seal of the Government of the Virgin Islands of the United States, at Charlotte Amalie, St. Thomas, this 21st day of October, 1959.

SEAL

Ray W. Moran

Government Secretary for the Virgin Islands

cc: Clerk of the District Court  
Collector of Customs

**UNANIMOUS CONSENT  
OF  
DIRECTORS  
OF  
VIRGIN ISLANDS TELEPHONE CORPORATION  
(WITHOUT A MEETING)  
November 12, 2020**

THE UNDERSIGNED, being all of the directors on the Board of Directors (the "Board") of Virgin Islands Telephone Corporation d/b/a Viya (the "Company"), a United States Virgin Islands corporation (the "Corporation"), hereby unanimously consent to the following resolution pursuant to 13 V.I.C. Section 67b.

**Appointment of Authorized Representative**

**WHEREAS**, the Company wishes to appoint the following person, Julio Rhymer, Chief Financial Officer of Virgin Islands Telephone Corporation, as an Authorized Signatory of Virgin Islands Telephone Corporation for the purpose of execution, delivery or filing of any instruments or documents deemed to be necessary, appropriate, or desirable to effectuate the operation of the Company.

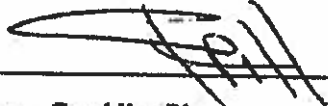
**NOW, THEREFORE, BE IT RESOLVED**, that effective as of November 12, 2020 (the "Effective Date"), Julio Rhymer, shall be, and is hereby, appointed as signatory of the Company, with such powers and authorities as are customary.

**FURTHER RESOLVED**, that the authority hereby conferred upon Authorized Representative shall be and remain in full force and effect from and after the effective date of such person's respective appointment until written notice of any amendment or revocation thereof.

[SIGNATURE PAGE TO FOLLOW]



**IN WITNESS WHEREOF**, the undersigned have executed this instrument as this the 12<sup>th</sup> day of November 2020.

By:  \_\_\_\_\_


**Name: Geraldine Pitt**

**Title: Director**

By:  \_\_\_\_\_

**Name: Brad Martin**

**Title: Director**

By:  \_\_\_\_\_

**Name: Mary Mubey**

**Title: Director**

## **PROOF OF OWNERSHIP**

**( N/A ) Deed**

**( N/A ) Map (if referenced in deed)**

**( X ) Title and Encumbrance Certificate**

OFFICE OF  
THE LIEUTENANT GOVERNOR



(340) 773-8449

GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES

— 0 —  
OFFICE OF THE RECORDER OF DEEDS  
1131 King Street  
Suite 101  
St. Croix, VI 00820

**TITLE AND ENCUMBRANCE CERTIFICATE**

This is to certify that according to the Records of this Office **THE MUNICIPALITY OF ST. CROIX** is/are the owner(s) of the following Real Property:

Plot No. 6 **ESTATE RECOVERY HILL, COMPANY QUARTER, St. Croix, U.S.**  
Virgin Islands consisting of 0.8402 U.S. acre as shown on Drawing No. 1368 dated  
March 8, 1963 revised April 8, 1983 and noted in Subdivision/Register II page 218.

**ENCUMBRANCES:**

**NONE OF RECORD**

DATED: December 18, 2015

*Sandra Horsford*  
Recorder

FEE: NONE

SANDRA HORSFORD  
DISTRICT RECORDER OF DEEDS - ST. CROIX



**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 Frett-Gregory  
Senate President  
Thirty-Fourth Legislature of the Virgin Islands  
Capitol Building  
St. Thomas, Virgin Islands 00802

**From:** Office of Legal Counsel

**Date:** December 1, 2022

**Enclosed are the following document(s):**

1. Transmittal Letter to Senate President Donna Frett-Gregory for GVI DPP and VIYA
2. OLC No. 3323-20220 Lease Agreement between GVI DPP and VIYA (Signed by Denise George, Acting Governor)
1. Transmittal Letter to Senate President Donna Frett-Gregory for GVI DPP and Suntech Group, Inc. dba St. Thomas Gas
2. OLC No. 3341-2022 Lease Agreement between GVI DPP and Suntech Group, Inc. dba St. Thomas Gas (Signed by Denise George, Acting Governor)

Received by: Kayla Rivers

Sign Name: Kayla Rivers

Date and Time Received: 12/1/22 3:22 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**