



VIRGIN ISLANDS DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

August 25, 2025

VIA SHAREPOINT®

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

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

RE: ONE-YEAR LEASE by and between the Government of the Virgin Islands acting through the Department of Property and Procurement and Mobile Auto Glass Plus

Leased Premises: Parcel No. 99A-2 Submarine Base, No. 6 Southside Quarter, St. Thomas, U.S. Virgin Islands, consisting of 2,388.0 U.S. sq. ft. or 0.05 U.S. acre of land more-or-less.

A.G.O. File No. K-25-0250

Dear Governor Bryan:

Transmitted herewith, for your review, approval, and signature, is the above-referenced One-Year Lease (the "Lease") by and between the Government of the Virgin Islands ("Government" or "Lessor") acting through the Department of Property and Procurement ("DPP") and Mobile Auto Glass Plus, LLC. ("Lessee") for Parcel No. 99A-2 Submarine Base, No. 6 Southside Quarter, St. Thomas, U.S. Virgin Islands, consisting of 2,388.0 U.S. sq. ft. or 0.05 U.S. acre of land more-or-less (hereinafter the "Premises"). The Premises is shown on O.L.G. No. D9-8272-009, a copy of which is attached and made a part hereof as "Exhibit A."

As noted in the Transmittal Letter from DPP dated August 4, 2025, this one-year Lease is to allow Lessee to have immediate possession of the Premises to begin the rehabilitation and rezoning for its intended use. DPP is currently in negotiations with the Lessee for a multi-year lease

St. Thomas

3438 Kronprindsens Gade | GERS Complex, 2nd Floor | St. Thomas, VI 00802-5749 | (340) 774-5666

Division of Paternity & Child Support | 8000 Nisky Shopping Center | 2nd Floor, Suite 500 | St. Thomas, VI 00802 | (340) 775-3070

St. Croix

213 Estate La Reine | Kingshill, St. Croix, VI 00850 | (340) 773-0295

Division of Paternity & Child Support | 3018 Orange Grove, Suite 4 | Christiansted, St. Croix, VI 00821 | (340) 775-3070

Transmittal Letter to Governor Albert Bryan Jr., dated August 25, 2025

RE: ONE-YEAR LEASE by and between the Government of the Virgin Islands acting through the Department of Property and Procurement and Commercial Investments, LLC.

Leased Premises: Leased Premises: Parcel No. 99A-2 Submarine Base, No. 6 Southside Quarter, St. Thomas, U.S. Virgin Islands, consisting of 2,388.0 U.S. sq. ft. or 0.05 U.S. acre of land more-or-less.

A.G.O. File No. K-25-0250

2 | Page

for the Premises. The processing of a multi-year lease is contingent upon the property's successful rezoning.

Upon the rezoning of the Premises, its use will be for the installation of equipment, solicitor, sales and commission agent, import of goods, and for other related purposes. Use of the Premises is specified in Paragraph 1.02 of the Lease and is contingent on the Lessee obtaining and maintaining the necessary permits, licenses, and any required rezoning of the Premises to a zoning designated compatible to the intended use, as required in Paragraph 10.17.

The Term for the Lease shall be for one (1) year and requires the approval of the Governor of the Virgin Islands, in accordance with 31 V.I.C. §205(b). The Term commences on the first (1st) day of the month following the approval of the Governor of the Virgin Islands.

Under the Lease, the Lessee shall pay the Lessor an Annual Rent of **FOUR THOUSAND EIGHT HUNDRE DOLLARS and ZERO CENTS (\$4,800.00)** payable in equal monthly installments of **Four Hundred Dollars and Zero Cents (\$400.00)** during the Term of this Lease.

DPP's Letter articulates that the prospective Lessee does not have possession of the Premises; therefore, proof of public liability insurance is not required at the time of processing of this Lease. The statutory provisions in 31 V.I.C. §205, which govern the disposition of Government property, do not require three (3) appraisals as part of the process for leasing or selling said property. Only 31 V.I.C. §231(a), which governs the acquisition of property by sale or exchange, requires that the Government obtain three (3) appraisals during that process. DPP determined that it is in the best interest of the Government that the negotiated lease rate be binding on the parties for the Lease.

The Premises, a former Naval Submarine Base, was acquired by the GVI from the United States Government by Quitclaim Deed dated February 9, 1967, which is enclosed for reference. At the time of the GVI's acquisition of Submarine Base, there were limited subdivisions of the parcels as they exist today.¹ Subsequent to gaining ownership, the GVI has rezoned, resurveyed, and subdivided portions of Submarine Base. Therefore, Parcel No. 99A-2 Submarine Base, No. 6 Southside Quarter, St. Thomas, U.S. Virgin Islands is not described in the original vesting document. Please refer to O.L.G. No. D9-8272-T009 (Exhibit "A"), for the location of Parcel No. 99A-2 Submarine Base, No. 6 Southside Quarter, St. Thomas, U.S. Virgin Islands, which is included in the submission package.

¹ Additionally, in accordance with Section 3(a) of Act No. 2375, dated December 24, 1968 (enclosed), which created the Virgin Islands Port Authority (VIPA), title to the Submarine Base was transferred to VIPA. Subsequently, in accordance with Sections 9 and 11 of Act No. 3057 (enclosed), approved on May 28, 1971, title to all property which vested in VIPA per Act No. 2375 that were facilities not related to airport and marine terminals, were retransferred to the GVI, effective July 1, 1971.

Transmittal Letter to Governor Albert Bryan Jr., dated August 25, 2025

RE: ONE-YEAR LEASE by and between the Government of the Virgin Islands acting through the Department of Property and Procurement and Commercial Investments, LLC.

Leased Premises: Leased Premises: Parcel No. 99A-2 Submarine Base, No. 6 Southside Quarter, St. Thomas, U.S. Virgin Islands, consisting of 2,388.0 U.S. sq. ft. or 0.05 U.S. acre of land more-or-less.

A.G.O. File No. K-25-0250

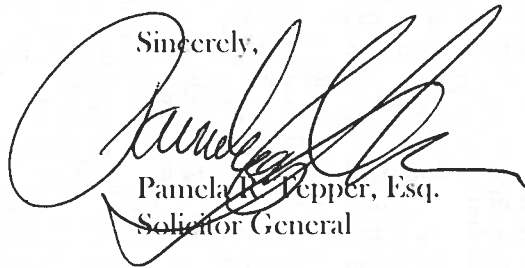
3 | Page

In addition, the following supporting documents are enclosed for your review:

1. Transmittal Letter from DPP (dated 8/4/2025);
2. Lease Agreement;
3. "Exhibit A" (O.L.G. File No. D9-8272-T009);
4. DPNR Zoning Certification;
5. Business License (expires 10/31/2025);
6. Articles of Organization;
7. Corporate Resolution;
8. Certificate of Good Standing;
9. Property Improvement List; and
10. Proof of Ownership:
 - a. Virgin Islands Session Law No. 3057;
 - b. Virgin Islands Session Law No. 2375; and
 - c. Quitclaim Deed dated February 9, 1967.

Thank you for your consideration in this matter. The One-Year Lease Agreement and the supporting documents have been reviewed and approved for legal sufficiency. If you have questions, please feel free to contact Assistant Attorney General Sean P. Bailey, Esq. or me at 340-774-5666.

Sincerely,



Pamela R. Pepper, Esq.
Solicitor General

Enclosures: One-Year Lease Agreement and Supporting Documents

cc: Lisa M. Alejandro, Commissioner
Virgin Islands Department of Property and Procurement

Gordon C. Rhea, Esq., Attorney General
Virgin Islands 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

St. Thomas:
Main Office: (340) 774-0828
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St. Croix:
Main Office: (340) 773-1561
www.dpp.vi.gov



August 4, 2025

Via SharePoint(c)

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

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

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

RE: JUSTIFICATION FOR ONE-YEAR LEASE – By and Between the Government of the U.S. Virgin Islands and Mobile Auto Glass Plus, LLC.

Dear Governor Bryan:

The Government of the U.S. Virgin Islands (“GVI”) acting through its Department of Property and Procurement (“DPP”) will enter into a Lease Agreement with Mobile Auto Glass Plus, LLC (“Lessee”) for Parcel No. 99A-2 Submarine Base, No. 6 Southside Quarter, St. Thomas, U.S. Virgin Islands, consisting of 2,388.0 U.S. sq. ft. or 0.05 U.S. acre of land more-or-less. Upon the rezoning the Premises, the new Lessee will use the property for the installation of equipment, solicitor, sales and commission agent, import of goods and for other related purposes.

The term of this new Lease Agreement is for one (1) year and requires approval of the Governor of the U.S. Virgin Islands, in accordance with 31 V.I.C § 205 (b). The annual rent for the above-referenced parcel will be **Four Thousand Eight Hundred Dollars and Zero Cents (\$4,800.00)** payable in equal monthly installments of **Four Hundred Dollars and Zero Cents (\$400.00)** during the term of this Lease. DPP is currently in negotiations with the new Lessee for a multi-year lease for the Premises. This one-year lease agreement allows the new Lessee to assume immediate possession of the severely damaged property, to begin the rehabilitation and rezoning of the Premises for its intended use. The processing of a multi-year lease is contingent upon the property’s successful rezoning.

The new Lessee does not have possession of the Premises therefore proof of public liability insurance is not required at the time of processing this Lease. The statutory provisions in 31 V.I.C. § 205, which governs the disposition of GVI property, do 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 determined that it is in the best interest of the GVI, that the negotiated lease rate will be binding on parties for the Lease term.

The GVI acquired the former Naval Submarine Base from the United States Government by Quitclaim Deed dated February 9, 1967 (enclosed). At the time of the GVI's acquisition of Submarine Base, there were limited subdivisions of the parcels as they exist today.¹ Subsequent, to gaining ownership, the GVI has rezoned, resurveyed, and subdivided portions of Submarine Base. Therefore, Parcel No. 99A-2 Submarine Base, No. 6 Southside Quarter, St. Thomas, U.S. Virgin Islands is not described in the original vesting document. Please refer to O.L.G. No. D9-8272-T009 (Exhibit "A"), for the location of Parcel No. 99A-2 Submarine Base, No. 6 Southside Quarter, St. Thomas, U.S. Virgin Islands, which is included in the submission package.

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

- 1) Lease Agreement;
- 2) Exhibit "A" (D9-8272-T009);
- 3) DPNR Zoning Certification;
- 4) Business License (expires 10/31/2025);
- 5) Articles of Organization;
- 6) Corporate Resolution;
- 7) Certificate of Good Standing (expires 6/30/2026);
- 8) Property Improvement List; and
- 9) Proof of Ownership.
 - a. Quitclaim Deed;
 - b. Act No. 2375; and
 - c. Act No. 3057.

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

Respectfully,


Lisa M. Alejandro
Commissioner

LMA/stm/wah/rac

¹ Additionally, in accordance with Section 3(a) of Act No. 2375, dated December 24, 1968 (enclosed), which created the Virgin Islands Port Authority (VIPA), title to the Submarine Base transferred to VIPA. Subsequently, in accordance with Sections 9 and 11 of Act No. 3057 (enclosed), approved on May 28, 1971, title to all property which vested in VIPA per Act No. 2375 that were facilities not related to airport and marine terminals, were retransferred to the GVI, effective July 1, 1971.



Encls.

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



Lease

LEASE AGREEMENT

GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF PROPERTY AND PROCUREMENT

And

MOBILE AUTO GLASS PLUS, LLC

PREMISES: Parcel No. 99A-2 Submarine Base, No. 6 Southside Quarter, St. Thomas, U.S. Virgin Islands, consisting of 2,388.0 U.S. sq. ft. or 0.05 U.S. acre(s) of improved land more-or-less.

TABLE OF CONTENTS

Article I

1.01	Premises	1
1.02	Use	1

Article II

2.01	Term	1
2.02	Failure to Give Possession	1
2.03	Holding Over	1

Article III

3.01	Annual Rent	2
3.02	Late Payment Charges	2

Article IV

4.01	Improvements	3
4.02	Title to Improvements	3
4.03	Location and Improvements	3
4.04	[Reserved.]	3
4.05	Repairs by Lessee	3
4.06	Failure of Lessee to Repair	4
4.07	Excavation and Sorting	4

Article V

5.01	Mechanic's Lien.....	4
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Article VI

6.01	Liability Insurance	5
6.02	Indemnity	5
6.03	Non-Liability.....	5
6.04	Fire and Extended Coverage by Lessee	5

Article VII

7.01	Access to Premises.....	6
7.02	Easement for Pipes and Water Storage Tank Facility	6

Article VIII

8.01	Notice of Condemnation	6
8.02	Rights of Lessor and Lessee	6
8.03	Taking of Leasehold	6
8.04	Total Taking	6
8.05	Partial Taking.....	7

TABLE OF CONTENTS
(CONT'D)

Article IX

9.01	Cancellation	7
9.02	Termination.....	8
9.03	Repossessing and Reletting	8
9.04	Assignment and Transfer	8
9.05	Subleasing	8

Article X

10.01	Notices	8
10.02	Non-discrimination	9
10.03	Officials not to Benefit	9
10.04	Agreement made in the Virgin Islands	9
10.05	Counterparts	9
10.06	Cumulative Rights and Remedies	9
10.07	Interpretation.....	9
10.08	Agreement made in Writing	9
10.09	Paragraph Headings	9
10.10	Invalidity of Illegality of Provisions	9
10.11	Successors and Assigns.....	10
10.12	Broker	10
10.13	Approvals Required	10
10.14	Entire Agreement	10
10.15	Conflict of Interest	10
10.16	Rights of Holder of the Leasehold Mortgage	10
10.17	Compliance with Laws	11
10.18	Waiver	11
10.19	Enforcement of Lease Terms	11
10.20	Acknowledgement	12

LEASE AGREEMENT

THIS LEASE made this _____ day of 20____ by and between the **GOVERNMENT OF THE VIRGIN ISLANDS**, acting through its Commissioner of Property and Procurement, (hereinafter "Lessor" or "Government") and **Mobile Auto Glass Plus, LLC**, whose mailing address is P.O. Box 7222, St. Thomas, U.S. Virgin Islands 00801, (hereinafter "Lessee").

WITNESSETH:

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

ARTICLE I

PREMISES AND USE

- 1.01 Premises: The Lessor hereby leases to the Lessee and the Lessee hires and takes from the Lessor Parcel No. 99A-2 Submarine Base, No. 6 Southside Quarter, St. Thomas, U.S. Virgin Islands, consisting of 2,388 U.S. sq. ft. or 0.05 U.S. acre(s) of improved land more-or-less, which is zoned P for "Public" (hereinafter the "Premises"). The aforesaid Premises is shown on O.L.G. No. D9-8272-T009 a copy of which is attached and made a part hereof as Exhibit "A."
- 1.02 Use: The Lessee shall use the hereby Premises for the installation of equipment, solicitor, sales and commission agent, import of goods, and for other related purposes. Said use is contingent on the Lessee obtaining and maintaining the required permits, licenses, and any required rezoning of the Premises to a zoning designation compatible to the operation of same, as required in Paragraph 10.17.

ARTICLE II

TERM

- 2.01 Term: The term of this Lease shall be for a period of one (1) year commencing on the first (1st) day of the month following approval by the Governor of the U.S. Virgin Islands ("Commencement Date").
- 2.02 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.
- 2.03 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

Lessee's Initials KC

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 **Four Thousand Eight Hundred Dollars and Zero Cents (\$4,800.00)** payable in equal monthly installments of **Four Hundred Dollars and Zero Cents (\$400.00)** during the term of this Lease. The Annual Rent shall commence on the first (1st) day of the month after approval by the Governor of the U.S. Virgin Islands. 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 Late Payment Charges: Lessee acknowledges that late payment by Lessee to Government of rent and other charges provided for under this Lease will cause Government to incur costs not contemplated by this Lease, the exact amount of such cost, includes without limitation, processing, and accounting charges. Therefore, if any installment of rent or any other charge due from Lessee is not received by Government within ten (10) days of the date due, Lessee shall pay to Government **an additional ten percent (10%) of the amount owed for monthly rent or any other charges, including but not limited to repair costs and attorney's fees, as a late charge.**

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

Lessee's Initials 

ARTICLE IV

IMPROVEMENTS

- 4.01 Improvements: As a part of the consideration for this agreement, the Lessee shall provide at its own cost and expense the following Improvements (the "Improvements") owned by Lessee at an estimated cost of **Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00)** which is subject to the prior written consent obtained in each-and-every case from the Commissioner of Property and Procurement; in addition to whatever other licenses or permits are deemed necessary. Improvements to be made to the Premises are as follows:

LIST OF IMPROVEMENTS

1. Refurbishing of existing structures;
2. Removal of existing debris;
3. Installation of A/C System;
4. Installation of security system; and
5. Lessee shall cooperate with the Lessor in applying for a zoning change or use variance to facilitate the uses in Paragraph 1.02 of this Lease. The processing of the Multi-Year Lease is contingent upon the approval of a zoning change or use variance for the Premises.

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

- 4.02 Title to Improvements: At the conclusion of this Lease or if renewed, any renewal, title to any structure or improvement by Lessee which is attached to the realty shall vest in the Lessor. Furniture or other personal items, if not removed from the Premises prior to termination shall become the property of the Lessor.
- 4.03 Location and Improvements: The above-mentioned improvements are located at Parcel No. 99A-2 Submarine Base, No. 6 Southside Quarter, St. Thomas, U.S. Virgin Islands.
- 4.04 [Reserved].
- 4.05 Repairs by Lessee: Lessee shall at its own cost and expense, make all repairs, structural or otherwise to the interior and exterior of said Premises. Repairs, as used herein shall mean all repairs, replacements, renewals, alterations, additions, improvements, and betterment. The provisions of this Paragraph shall not apply in the case of damage or destruction by fire or other insured casualty or by eminent domain, in which event the obligations of the Lessor and Lessee shall be controlled as hereinafter provided.

Lessee's Initials KC

- 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 3.02 shall be paid by the Lessee as additional rent.
- 4.07 Excavation and Sorting: If any excavation shall be made or contemplated to be made for building or other purposes upon property or streets adjacent to or nearby the Premises, Lessee either:
- a. shall afford to the person or persons causing or authorized to cause such excavation the right to enter upon the Premises for the purpose of doing such work as such person or persons shall consider to be necessary to preserve any of the walls or structures of the improvements on the Premises from injury or damage and support the same by proper foundation, or
 - b. shall, at the expense of the person or persons causing or authorized to cause such excavation, do or cause to be done all such work as may be necessary to preserve any of the walls or structures of the improvements on the Premises from injury or damages and to support the same by proper foundations.

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

ARTICLE V

MECHANIC'S LIEN

- 5.01 Mechanic's Lien: Nothing contained in this Lease shall be deemed, construed, or interpreted to imply any consent or agreement on the part of Lessor to subject Lessor's interest or estate to any liability under any mechanic's lien. Should any notice of intention to file a lien under Title 28, Chapter 12 of the Virgin Islands Code or any mechanics or other lien be filed against the property of the Lessor, for any work, labor, services, or materials performed at or furnished to the Premises for or on behalf of the Lessee or anyone holding any part of the Premises through or under Lessee, Lessee shall cause the same to be cancelled and discharged of record by payment, bond or order of a court of competent jurisdiction within thirty (30) days after notice by Lessor to Lessee. If Lessee fails to discharge said lien then the Lessee shall forthwith reimburse the Lessor the total expenses incurred by the Lessor in discharging the said lien, as additional rent hereunder.

Lessee's Initials KC

ARTICLE VI

INSURANCE AND INDEMNITY

- 6.01 Liability Insurance: Lessee shall, during the term thereof, keep in full force and effect a policy of public liability and property damage insurance in which the limits of public liability shall be no less than One Million Dollars (\$1,000,000.00) property damage, One Million Dollars (\$1,000,000.00) for one (1) person injured or killed and One Million Dollars (\$1,000,000.00) for any number of persons injured or killed in any one accident. All, of said insurance shall be in a form satisfactory to Lessor and shall provide that it shall not be subject to cancellation, termination, or change, except after thirty (30) days prior written notice to Lessor, Lessee shall furnish Lessor, or Lessor's designee, with a certificate of insurance evidencing the coverage required hereunder on the day Lessee commences occupancy or work in or about the premises herein leased. All such policies shall name the Lessor as additional insured for the full insured amount.
- 6.02 Indemnity: Lessee agrees to indemnify and hold Lessor harmless from and against any and all claims and demands (unless resulting from the negligence of the Lessor, its agents, contractors, servants, or employees) for or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of the business conducted on the Premises leased herein or occurring in, on or about said Premises or any adjacent area under the control of the Lessee or arising directly or indirectly, from any act or omission of Lessee or subtenant or their respective servants, agents, employees, or contractors, and from and against any and all costs, expenses, and liabilities incurred in connection with any such claim or proceeding brought thereon.
- 6.03 Non-Liability: Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by the acts or omissions of persons occupying any property adjacent to or adjoining the Premises, or any part thereof, or for any loss or damage resulting to Lessee or its Premises from water, gas, steam, fire, or the bursting, stoppage, or leaking of pipes, provided such loss or damage is not occasioned by the negligence of Lessor or its agents, contractors, or employees.
- 6.04 Fire and Extended Coverage by Lessee: Lessee shall 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. A copy of all insurance policies shall be delivered to the Lessor within twenty (20) days of Lessee's receipt of its Occupancy Certificates for the Premises. All policies shall name the Lessor as an additional loss payee.

Lessee's Initials KC

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 a 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 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.

Lessee's Initials KC

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

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.

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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 upon the commencement date of a multi-year Lease ratified by the Legislature of the Virgin Islands for the Premises, whichever comes first.

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

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

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

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

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

9.05 Subleasing: Lessee shall not sublet the Premises in whole or in part.

ARTICLE X

GENERAL TERMS AND CONDITIONS

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

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

LESSEE: Mobile Auto Glass Plus, LLC
P.O. Box 7222,
St. Thomas, Virgin Islands 00801

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

- 10.02 Non-discrimination: Lessee in exercising any of the rights or privileges granted by this Lease, shall not, on the grounds of race, color, creed, sex, or national origin discriminate or permit discrimination against any person.
- 10.03 Officials not to Benefit: No member of the U.S. Congress or the Territorial Legislature, no official or officer of the United States or the Virgin Islands Government, or any of their instrumentalities shall be admitted to any share of this Lease or any benefit of value that may arise therefrom.
- 10.04 Agreement made in the Virgin Islands: The laws of the U.S. Virgin Islands shall govern the validity, performance, and enforcement of this Lease.
- 10.05 Counterparts: This document is executed in one part which shall be deemed an original.
- 10.06 Cumulative Rights and Remedies: All rights and remedies of Lessor here enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Lessor of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- 10.07 Interpretation: Words of gender used in this Lease shall be held to include 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.

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

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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 the holder of the leasehold mortgage that these rights may be exercised.

In the event that this Lease is terminated, Lessor may enter into a new lease of the Premises with the holder of the leasehold mortgage, or its designee, within thirty (30) days after receipt of such request, which new lease will be effective as of the date of such termination of this Lease and shall run for the remainder of the same term, and subject to the same covenants, conditions and agreements; provided that the holder of the leasehold mortgage, or its designee, (i) contemporaneously with the delivery of such request, pay to the Lessor all the installments of basic rent and all other items of additional rent which would have been due for the Lessee had the Lease not been terminated and (ii) all sums due from the date of termination to the date of execution of the new lease.

- 10.17 Compliance with Laws: Lessee shall comply with all laws and regulations of the U.S. Government and the Government of the Virgin Islands including but not limited to zoning, Coastal Zone Management (CZM), building codes, environmental, and American Disabilities Act (ADA). The Lessee shall obtain all licenses, permits, and any required re-zoning of the Premises and to do business in the Virgin Islands as required.
- 10.18 Waiver: Waiver by Lessor of any breach of any term condition or covenant of this Lease shall not be deemed to be a waiver of any subsequent breach of the same or any other terms, conditions, or covenants of this Lease. No delay or omission to exercise any right or power hereunder shall impair any right or power of Lessor; every right and remedy conferred under this Lease may be exercised from time to time and as often as may be deemed expedient by the holder of such right or remedy.
- 10.19 Enforcement of Lease Terms: Waiver by either party of any breach of any term condition or covenant of this Lease, during the term of this Lease, shall not be deemed to be a waiver of any subsequent breach of the same or any term, condition, or covenant of this Lease. No delay or omission to exercise any right or power shall be construed to be a waiver of any such right or power and every right and remedy conferred under this Lease may be exercised from time to time and as often as may be deemed expedient by the holder of such right or remedy.

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

WITNESSES:

Vanella Culpepper
(Print)

[Signature]
(Sign)

CARMEN B LUZUNARIS
(Print)

Carmen B Luzunaris
(Sign)

LESSEE:

Mobile Auto Glass Plus, LLC

BY:

[Signature]
Keshawn Callwood
President

ACKNOWLEDGEMENT

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

Before me personally appeared Keshawn Callwood, President of Mobile Auto Glass Plus, LLC to me well known, or proved to me through satisfactory evidence to be the individual(s) described in and who executed the foregoing instrument for the purposes therein contained.

WITNESS my hand on this 11 day of July A.D. 2025

[Signature]
Notary Public



Mervin Ford
Notary Public
NP-003-23
Commission Expires: February 11, 2027
District of St. John, U.S. Virgin Islands

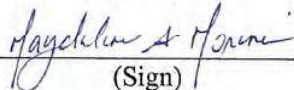
GOVERNMENT OF THE VIRGIN ISLANDS

WITNESSES:

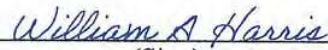
BY: 
Lisa M. Alejandro, Commissioner
Department of Property and Procurement

Date: 08/04/2025

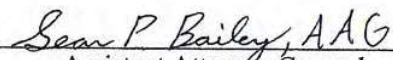
Magdalene A. Morancie
(Print)


(Sign)

William A Harris
(Print)


(Sign)

APPROVED AS TO LEGAL SUFFICIENCY
Gordon C. Rhea, Esq., Attorney General

BY: 
Assistant Attorney General

Date: 8/25/2025

APPROVED


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

Date: 8/27/25