



Department of Property & Procurement

Government of the United States Virgin Islands

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

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

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

ST. CROIX FAX: 340.773.0986 | ST. THOMAS FAX: 340.774.9587

[HTTP://DPP.VI.GOV](http://dpp.vi.gov)



Executed letter

March 23, 2021

Mr. Andy Smith
President
Island Roads Corporation
6501 Red Hook Plaza, Suite 201
St. Thomas, VI 00802

RE: S18ADPWC20 (IRC) Roadside Repairs (Emergency) for the Islands St. Croix, St. Thomas, and St. John USVI for the Department of Public Works

Dear Andy Smith:

Transmitted herewith is the attached fully Renewal Supply Contract (Supply Contract) to provide Roadside Repairs (Emergency) for the Islands St. Croix, S. Thomas, and St. John USVI for the Virgin Islands Department of Public Works, during the period of **March 23, 2021**, through **March 22, 2022**. **Island Roads Corporation** will perform under this Contract in accordance with Addendum I (Scope of Work), Addendum II (General Provisions), and Addendum III (Termination of Contracts). **Island Roads Corporation** fails to comply with the terms of the enclosed Contract, the Government of the Virgin Islands will exercise all rights and remedies available to it in law and equity all documents via email to the Department of Property and Procurement for further processing.

If you have any questions, please contact Dynell R. Williams, Deputy Commissioner of Procurement, at 340-773-1561 ext. 5244 or email dynell.williams@dpp.vi.gov.

Respectfully,

Dynell R. Williams
Deputy Commissioner of Procurement

DRW/mth



Department of Property & Procurement

Government of the United States Virgin Islands

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

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March 11, 2021

Andy Smith
President
Island Roads Corporation
6501 Red Hook Plaza, Suite 201
St. Thomas, VI 00802

RE: Renewal Option
S18ADPWC20 (IRC)

Dear Mr. Smith:

Transmitted herewith is a Renewal Option to provide **Roadside Repairs (Emergency) for the Islands St. Croix, St. Thomas, and St. John USVI for the Department of Public Works during the period of March 23, 2021 through March 22, 2022.** Services provided will be made in accordance with the terms and conditions of the contract.

We invite your attention to the General Provisions of said contract particularly to Section II concerning default.

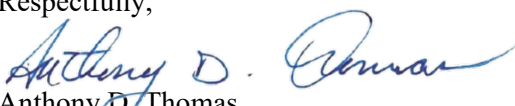
To complete and facilitate the movement of your contract the following is required:

1. Initial all documents in the bottom right hand corner (BLUE INK ONLY)
2. Sign the original contract in the presence of one (1) witnesses (BLUE INK ONLY)
3. Current VI Business License
4. Proof of Commercial General Liability Insurance with the Government of the Virgin Islands as Certificate Holder and Additional Insured as indicated on Endorsement (policy number on endorsement must match policy number on certificate). An endorsement that explicitly names the Government of the Virgin Islands as an additional insured is required- blanket insurance endorsements that do not name the Government of the Virgin Islands are not accepted)
5. Proof of Worker's Compensation Coverage/ Government Insurance Coverage
6. Sam.Gov Registration
7. Proof of Professional Liability Coverage with Government of the Virgin Islands as Certificate Holder for professional services contract.
8. Articles of Incorporation (and applicable amendments)
9. Tradename Certificate if company uses a tradename (valid for two years)
10. Certificate of Good Standing (valid from July 1st thru June 30th)
11. Corporate Resolution on company letterhead (signed/ attested & dated by corporate secretary authorizing signatory)

Upon receipt of the requested information, please return all documents to the Department of Property and Procurement for further processing.

If you have any questions, please contact Dynell R. Williams, Deputy Commissioner of Procurement at 340-773-1561 ext. 5244 or email dynell.williams@dpp.vi.gov.

Respectfully,


Anthony D. Thomas
Commissioner

ADT/drw/mth



OPCMR

EXERCISE OF RENEWAL OPTION

GOVERNMENT OF
THE UNITED STATES VIRGIN ISLANDS

DEPARTMENT OF PROPERTY & PROCUREMENT

CONTRACT NO.: S18ADPWC20 (IRC)

DATED: March 31, 2020

EXERCISE OF RENEWAL OPTION

| Contractor | Description of Scope of Work/Services |
|--|---|
| Andy Smith Island Roads Corporation 6501 Red Hook Plaza, Suite 201 St. Thomas, USVI 00802 | Roadside Repairs (Emergency) for the Islands St. Croix, St. Thomas, and St. John USVI for the Department of Public Works |

Pursuant to the renewal option provision of Contract No. **S18ADPWC20 (IRC)**, and subject to the appropriation and allotment of necessary funds, notice is hereby given that the Government of the U.S. Virgin Islands, **Department of Public Works** exercises its option to renew and does hereby renew the aforementioned contract for the period **March 23, 2021 through March 22, 2022**, at the stipulated cost therein.


All the terms, covenants, and conditions of the contract affected shall continue in full force and effect.

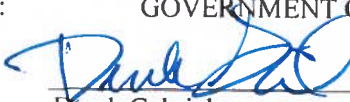
Please acknowledge receipt and acceptance hereby signing and returning the original to:

The Department of Property and Procurement
#3274 Estate Richmond
Christiansted, St. Croix, USVI 00820

ACKNOWLEDGMENT & ACCEPTANCE:

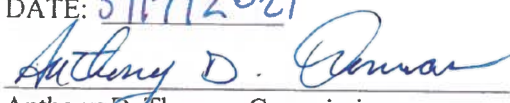
GOVERNMENT OF THE VIRGIN ISLANDS


Andy Smith, President
Island Roads Corporation


Derek Gabriel
Commissioner Nominee
Department of Public Works

DATE: 3/17/2021

DATE: March 23, 2021


Anthony D. Thomas, Commissioner
Department of Property & Procurement

3/23/2021
DATE



**GOVERNMENT OF THE VIRGIN ISLANDS
TASK ORDER CONTRACT**

Roadside Repairs (Emergency) for the Islands of St. Croix, St. Thomas and St. John USVI

This Agreement made this 31 day of March, 2020, in the Territory of the United States Virgin Islands by and between the Government of the Virgin Islands Department of Property and Procurement, on behalf of the Department of Public Works (hereinafter referred to as "Government") and Islands Road Corporation, whose address is 6501 Red Hook Plaza, Suite 201, St. Thomas, VI 00802 (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Government is in need of a contractor to provide Roadside Repairs (Emergency) for the Islands of St. Thomas and St. John USVI; and

WHEREAS, the Contractor was selected in accordance with RFP-029-C-2019(P); and

WHEREAS, the Contractor represents that it is willing and capable of providing the services in an expeditious manner and in accordance with the specifications cited in Addenda I and II; it is mutually agreed between the Parties as follows:

Section I. That for and in consideration of the prices and other terms and conditions of this Contract, the Contractor agrees to provide Roadside Repairs (Emergency) for the Islands of St. Thomas and St. John USVI, to the Government when and where directed by the Commissioner of Department of Public Works. The Contractor shall furnish all necessary supplies to provide the services outlined in Addendum I (Scope of Services), attached hereto and made a part of this Agreement.

Section II. The Government in consideration of the satisfactory performance of the services described in Addendum I, agrees to pay Contractor in accordance with invoices submitted and approved by Department of Public Works set forth in Addendum II (Compensation and Attachment) attached hereto and made a part of this Agreement. Both parties agree that no individual project assignment can exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00).

Section III. This Contract shall commence on March 23, 2020 and shall terminate on March 22, 2021 unless mutually extended or terminated by the Parties. No alterations or variations of the terms of the proposal shall be valid or binding upon the Government unless made in writing and approved by the Government. The services under this contract shall be for a period of one (1) year with a renewable option for a period of one (1) year.

Section IV. The Contractor agrees to provide the services outlined in Addendum I (Scope of Work) in accordance with the terms and conditions outlined in Addendum III (General Provisions), both attached hereto and made a part of this Agreement.

Section V. This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

Section VI. This Contract shall be subject to the availability and appropriation of funds. The Contractor shall only perform services when directed by the Commissioner of Department of Public Works or authorized representative.

Section VII. This Contract constitutes the entire agreement between the parties hereto, and all prior understandings or communications, written or oral, with respect to the Service, which is the subject matter of this Contract, are merged herein.

518ADPWC20 (IRC)

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written. This Contract is executed in an original, in the year and day mentioned in the first paragraph.

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS:

Signature
Marsha Hughes

Anthony D. Thomas
Anthony D. Thomas
Commissioner
Department of Property and Procurement
Date 3/31/2020

Signature
Will

Signature
Nelson M. Pett, Jr. P.E.
Commissioner
Department of Public Works
Date 3/24/2020

Signature
Will

CONTRACTOR
Signature
Andy Smith
President
Island Roads Corporation

MARCH 17, 2021
Date

Witness:
DEBBIE GRACE
Deborah L. Grace
March 17, 2021

(Corporate Seal if Contractor is a Corporation)


ADDENDUM I SCOPE OF WORK

| Item No. | Item Description | Unit | 2019 Task Order Prices |
|----------|---|------|------------------------|
| 15101 | Mobilization | % | |
| 63501 | Temporary Traffic Control | | |
| 63501 | Barriers, Type II | EA | |
| 63501 | Construction, Type III (Retroreflective sheeting, 28" height) | EA | |
| 63501 | Construction Signs | EA | |
| 63501 | Diurnal, Type II (Retroreflective sheeting) | EA | |
| 63501 | Flagger | HR | |
| 15703 | Silt Fence | LF | |
| 20101 | Clearing and Grubbing | SF | |
| 20303(A) | Removal of Concrete Pavement | SY | |
| 20303(B) | Removal of Asphalt Pavement | SY | |
| 20401 | Excavation and Embankment | CY | |
| 25101 | Placed Riprap | CY | |
| 25101 | Mortared Riprap | CY | |
| 41301 | Roadway Milling (2" Depth) | SY | |
| 30101 | Untreated Aggregate Course (Base/Subbase) | CY | |
| 30202 | Cement-Treated Aggregate Grading 1 1/2" depth | SY | |
| 30301 | Road Resurfacing | STA | |
| 40101(A) | Asphalt Concrete Pavement CL, "A", GR, "D", Type IV Smoothness in place | TONS | |
| 40101(B) | Asphalt Concrete Pavement CL, "A", GR, "D", leveling base course in place | TONS | |
| 40101(C) | Asphalt Concrete Pavement CL, "A", GR, "D", material only | TONS | |
| 41202 | Tack Coat, SWS-RS-1 | GAL | |
| 50101 | Rigid Pavement | CY | |
| 60101 | Reinforced Concrete in place, including forms and rebar | CY | |
| 60201(A) | 18" Reinforced Concrete Pipe, Class III - In place | LF | |
| 60201(A) | 24" Reinforced Concrete Pipe, Class III - In place | LF | |
| 60201(A) | 30" Reinforced Concrete Pipe Culvert, Class III - In Place | LF | |
| 60201(B) | 36" Reinforced Concrete Pipe Culvert, Class III - In Place | LF | |
| 60201(C) | 48" Reinforced Concrete Pipe Culvert, Class III - In Place | LF | |
| 60201(B) | 10" HDPE Culvert - In Place | LF | |
| 60201(B) | 24" HDPE Culvert - In Place | LF | |
| 60201(B) | 30" HDPE Culvert - In Place | LF | |
| 60201(B) | 36" HDPE Culvert - In Place | LF | |
| 60201(A) | 48" HDPE Culvert - In Place | LF | |
| 25301 | Guard Baskets | CY | |
| 60405 | Metal Ring Adjusted Manhole (24") | EA | |
| 50801(A) | Paved Waterway Type IV | SY | |
| 60901 | Type F Curb and Gutter - In Place | LF | |
| 61101 | Adjust Water Valve Box | EA | |
| 61501 | Concrete Sidewalk (4") | SY | |
| 63401(A) | Thermoplastic Pavement Marking, Type H (4" white/yellow) | LF | |
| 63401(B) | Thermoplastic Pavement Marking, Type H (24" white) | LF | |
| 71301 | Roadside Improvement Material (Seed/Mulch) | SY | |
| 61701 | Guard Rail System, S4 Type II, Class B | LF | |
| 61702 | Guard Rail Terminal Section Type MEI | EA | |
| MISC | Miscellaneous Items (cost plus 20%) | GP | |

Licensed Contractor _____

President of Company _____

S18ADPWC20 (IRC)

Initials: 

ADDENDUM II

COMPENSATION

The Government, in consideration of the satisfactory performance of the services described in the bid's Scope of Work, agrees to make progress payments based on the invoices submitted by the Contractor, **Island Roads Corporation**. The parties further agree that payments will be made in accordance with actual work performed at the rates set forth herein, and no individual project assignment can exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00).

GVI Negotiated Prices: See Attachment

ADDENDUM II ATTACHMENT

TASK ORDER UNIT COSTS ST. THOMAS ST. JOHN

| Item No. | Item Description | Unit | 2019 Task Order Price |
|----------|---|------|-----------------------|
| 15101 | Mobilization | % | 5% |
| 63501 | Temporary Traffic Control | | |
| 63501 | Barriers, Type III | EA | \$ 1,200.00 |
| 63501 | Construction, Type II (Retroreflective sheeting, 28" height) | EA | \$ 75.00 |
| 63501 | Construction Signs | EA | \$ 375.00 |
| 63501 | Drums, Type II (Retroreflective sheeting) | EA | \$ 187.50 |
| 63501 | Flagger | HR | \$ 22.50 |
| 15703 | Silt Fence | LF | \$ 12.00 |
| 23101 | Clearing and Grubbing | AC. | \$ 15,000.00 |
| 20303(A) | Removal of Concrete Pavement | SY | \$ 37.50 |
| 20303(B) | Removal of Asphalt Pavement | SY | \$ 30.00 |
| 22401 | Excavation and Embankment | CV | \$ 33.00 |
| 25101 | Placed Riprap | CV | \$ 190.00 |
| 25101 | Mortared Riprap | CV | \$ 250.00 |
| 41301 | Roadway Milling (2" Depth) | SY | \$ 30.00 |
| 37101 | Untreated Aggregate Course (Base/Subbase) | CV | \$ 150.00 |
| 30202 | Cement Treated Aggregate Grading 1"8" depth | SY | \$ 105.00 |
| 30301 | Road Reconditioning | STA | \$ 1,125.00 |
| 30501 | Full Depth Reclamation of pavement & base (6" depth) with cement | S.Y | \$ 35.00 |
| 40101(A) | Asphalt Concrete Pavement CL, "A", GR, "D", Type IV Smoothness in place | TONS | \$ 400.00 |
| 40101(B) | Asphalt Concrete Pavement CL, "A", GR, "D", leveling base course in place | TONS | \$ 400.00 |
| 40101(C) | Asphalt Concrete Pavement CL, "A", GR, "D", material only | TONS | \$ 195.00 |
| 41202 | Tack Coat, Grade RS-1 | GAL | \$ 22.50 |
| 50101 | Rigid Pavement | CV | \$ 1,000.00 |
| 60101 | Reinforced Concrete in place, including forms and labor | CV | \$ 1,800.00 |
| 60201(A) | 18" Reinforced Concrete Pipe, CL III - in place | LF | \$ 450.00 |
| 60201(A) | 24" Reinforced Concrete Pipe, CL III - in place | LF | \$ 525.00 |
| 60201(A) | 30" Reinforced Concrete Pipe Culvert, Class III - in Place | LF | \$ 600.00 |
| 60201(B) | 36" Reinforced Concrete Pipe Culvert, Class III - in Place | LF | \$ 675.00 |
| 60201(C) | 48" Reinforced Concrete Pipe Culvert, Class III - in Place | LF | \$ 900.00 |
| 60201(B) | 18" HDPE Culvert - in Place | LF | \$ 397.50 |
| 60201(B) | 24" HDPE Culvert - in Place | LF | \$ 412.50 |
| 60201(B) | 30" HDPE Culvert - in Place | LF | \$ 487.50 |
| 60201(B) | 36" HDPE Culvert - in Place | LF | \$ 637.50 |
| 60201(A) | 48" HDPE Culvert - in Place | LF | \$ 787.50 |
| 25301 | Bablon Baskets | CV | \$ 1,125.00 |
| 60405 | Metal Ring Adjusted Manhole (24") | EA | \$ 675.00 |
| 60801(A) | Paved Waterway Type IV | SY | \$ 225.00 |
| 60901 | Type F Curb and Gutter - in Place | LF | \$ 112.50 |
| 61101 | Adjust Water Valve Box | EA | \$ 375.00 |
| 61501 | Concrete Sidewalk (4") | SY | \$ 180.00 |
| 63401(A) | Thermoplastic Pavement Marking, Type H (4" white/yellow) | LF | \$ 8.00 |
| 63401(B) | Thermoplastic Pavement Marking, Type H (24" white) | LF | \$ 40.00 |
| 71301 | Roadside Improvement Material (Seed/Mulch) | SY | \$ 10.00 |
| 61701 | Guard Rail System, G4 Type II, Class B | LF | \$ 150.00 |
| 61702 | Guard Rail Terminal Section Type MELT | EA | \$ 900.00 |
| MISC | Miscellaneous Items (cost Plus 20%) | CP | |

Licensed Contractor: ISLAND ROADS CORPORATION

President of Company: ANDREW SMITH 2/26/2020

PUBLIC WORKS DEPARTMENT
ST. CROIX

S18ADPWC20 (IRC)

5

Initials

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ADDENDUM III

GENERAL PROVISIONS

1. LIABILITY OF OTHERS

Nothing in this Agreement shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, independent contractors, or in any other capacity whatsoever, or make the Government liable to any such persons, firms, associations or corporations for the acts, omissions, responsibilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment insurance and social security taxes for Contractor, its servants, agents or independent contractors.

2. ASSIGNMENT

The Contractor shall not subcontract or assign any part of the services under this Agreement without the prior written approval of the Government.

3. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless the Government from and against any and all loss, damage, liability, claims, demands, detriments, cost, charges and expenses (including attorney's fees) and causes of action of whatsoever character which the Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Agreement and arising from any cause, except the sole negligence of Government.

4. TERMINATION

The Government shall have the right to terminate this Contract with cause on ten (10) days written notice to the other party specifying the date of termination. The performance of work under this contract may be terminated by the Government in part, whenever the Government shall deem such termination advisable. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the terms and/or duties under this Agreement are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the ten (10) day notice.

5. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of, or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

6. NOTICE

Any notice required to be given by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

518ADPWC20 (IRC)

6

Initials

AD AD

GOVERNMENT

Anthony D. Thomas
Commissioner Nominee
Department of Property and Procurement
Building No. 1 Sub Base, 3rd Floor, St. Thomas
U.S. Virgin Islands 00802

Nelson M. Petty, Jr., P.E.
Commissioner Nominee
Department of Public Works
6002 Estate Canna's Hope
U.S. Virgin Islands 00820

CONTRACTOR

Andy Smith
President
Island Roads Corporation
6501 Red Hook Plaza, Suite 201
St. Thomas, VI 00802

7. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, the Government will have the right to withhold out of any payment due to Contractor such sums as the Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, the Government may apply such sums in such manner as the Government may deem proper to secure itself or to satisfy such claims. The Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

8. FAILURE TO DELIVER

Failure of the Contractor to deliver within the time specified, or within a reasonable time as interpreted by the Government, or failure to make replacement of rejected commodities when so requested, immediately or as directed by the Government, will constitute authority for the Government to purchase in the open market to replace the commodities rejected or not delivered. The Government reserves the right to authorize immediate purchases in the open market against rejections on this contract when necessary. On all such purchases, the Contractor agrees promptly to reimburse the Government for excess costs occasioned by such purchases. Such purchases will be deducted from contract quantities. However, should public necessity demand it, the Government reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Government.

9. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer, department, board, commission, or other agency thereof knowing such claim to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is an offense under Virgin Islands law.



THE GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF LICENSING AND CONSUMER AFFAIRS
PROFESSIONAL LICENSE

KNOW ALL BY THIS PRESENT

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

| | |
|--|---|
| Licensee: ANDREW J. SMITH | |
| Trade Name: ANDREW J. SMITH | |
| Mailing Address | Physical Address |
| 6501 RED HOOK PLAZA CHARLOTTE AMALIE ST. THOMAS VI 00802 | 61 ESTATE NAZARETH CHARLOTTE AMALIE ST. THOMAS VI 00802 |
| Business No: 27457 | License No: 1-27457-1B |
| Types of License(s) Construction 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.

2020

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 11/01/2020 until 10/31/2021
Printed on 10/19/2020
Issued at St. Thomas, V.I.
Fee 130.00

Richard Sargelista

Commissioner, Department of Licensing and Consumer Affairs

THIS LICENSE MUST BE PROMINENTLY DISPLAYED AT PLACE OF BUSINESS



THE GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF LICENSING AND CONSUMER AFFAIRS
PROFESSIONAL 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. 4 relating to the Civil Rights Act of the Virgin Islands, the following license is hereby granted.

| | |
|---|--|
| Licensee: ISLAND ROADS CORPORATION | |
| Trade Name: ISLAND ROADS CORPORATION | |
| Mailing Address | Physical Address |
| 6501 RED HOOK PLAZA SUITE 201 CHARLOTTE AMALIE ST. THOMAS VI 00802 | 7440 ESTATE BOVONI 4B-B CHARLOTTE AMALIE ST. THOMAS VI 00802 |
| Business No: 7683 | License No: 1-7683-2B |
| Types of License(s) General Construction Co. | |

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.

2020

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 11/01/2020 until 10/31/2021
Printed on 10/19/2020
Issued at St. Thomas, V.I.
Fee 130.00

Richard Evangelista

Commissioner, Department of Licensing and Consumer Affairs

THIS LICENSE MUST BE PROMINENTLY DISPLAYED AT PLACE OF BUSINESS



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

KNOW ALL BY THIS PRESENT

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

| | |
|---|--|
| Licensee: ISLAND ROADS CORPORATION | |
| Trade Name: ISLAND ROADS CORPORATION | |
| Mailing Address | Physical Address |
| 6501 RED HOOK PLAZA SUITE 201 CHARLOTTE AMALIE ST. THOMAS VI 00802 | ESTATE BOVONI 1A1 CHARLOTTE AMALIE ST. THOMAS VI 00802 |
| Business No: 7683 | License No: 1-7683-1L |
| Types of License(s) General Manufacturing - 32000 (Stone, Glass, Clay, and Concrete Products) Wholesaler Other than Liquor | |

As provided by law, the authorized licensing authority shall have the power to revoke or suspend any License issued hereunder, upon finding, after notice and adequate hearing, that such revocation or suspension is in the public interest; provided, that any persons aggrieved by any such decision of this office shall be entitled to a review of the same by the Territorial Court upon appeal made within (30) days from the date of the decision; provided, further, that all decisions of this office hereunder shall be final except upon specific findings by the Court that the same was arrived at by fraud or illegal means.

2021

If a renewal is desired, the holder is responsible for making application for same without any notice from this office. It is the responsibility of the Licensee to notify the Department in writing within (30) days, when a license is to be cancelled or placed in inactive status. Failure to do so will result in the assessment of penalties as authorized by law.

Valid from 03/01/2021 until 03/31/2022
Printed on 03/16/2021
Issued at St. Thomas, V.I.
Fee 520.00

Richard Engelista

Commissioner, Department of Licensing and Consumer Affairs

THIS LICENSE MUST BE PROMINENTLY DISPLAYED AT PLACE OF BUSINESS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2020

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 Theodore Tanick & Company The Tunick Building, Suite 300 1335 Bellier Road St. Thomas VI 00802 | | CONTACT NAME: Sonia Alfred PHONE (A/C, No, Ext): (340) 776-7000 FAX (A/C, No): (340) 776-5765 E-MAIL ADDRESS: salfred@theodoretanick.com | |
| INSURED Island Roads Corporation 6501 Red Hook Plaza Suite 201 St. Thomas VI 00802 | | INSURER(S) AFFORDING COVERAGE INSURER A: Underwriters at Lloyds CEU INSURER B: Certain Underwriters at Lloyds LOX INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: CL2043013794

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 | ADOL | SUBR | INSR | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|------|------|--|-----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | B1230GP03628B20 | 05/01/2020 | 05/01/2021 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | MED EXP (Any one person) \$ 5,000 | | | | |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | PERSONAL & ADV INJURY \$ 1,000,000 | | | | |
| | <input type="checkbox"/> OTHER | | | | | | | | GENERAL AGGREGATE \$ 1,000,000 |
| B | <input type="checkbox"/> AUTOMOBILE LIABILITY | | | | | BAPLOX23888 | 05/01/2020 | 05/01/2021 | PRODUCTS - COM/OP AGG \$ 1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | Slopgap \$ 1,000,000 | | | | |
| | <input checked="" type="checkbox"/> OWNED AUTOS ONLY | <input type="checkbox"/> SCHEDULED AUTOS | | | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 | | | | |
| | <input checked="" type="checkbox"/> HIRED AUTOS ONLY | <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | BODILY INJURY (Per person) \$ | | | | |
| | <input type="checkbox"/> UMBRELLA LIAB | | | | | | | | BODILY INJURY (Per accident) \$ |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | | | Hired/borrowed \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | | | EACH OCCURRENCE \$ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | | | AGGREGATE \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | | \$ |
| | | | | | | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> |
| B | Trailer Interchange Drive Other Car | | | | | BAPLOX23888 | 05/01/2020 | 05/01/2021 | 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)

General Contractor—Specializing in Streets or Road Paving or Repaving, Surfacing or resurfacing or Scraping using Asphalt or Tar and Concrete Construction

CERTIFICATE HOLDER

CANCELLATION

Insured's Copy Proof of Coverage Use Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

M. R. St. John



GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS

Date: JANUARY 25, 2021

Office of the Custodian, Government Insurance Fund
DEPARTMENT OF FINANCE

Certificate of Government Insurance Coverage

I certify that the employer ISLAND ROADS CORPORATION
Has filed with the Custodian of the Government Insurance Fund, the Employer's Report to the
Commissioner of Finance and paid the required premium in accordance with the provision of Title
24 Chapter 11, Section 273, of the Virgin Islands Code, and, accordingly is entitled to the rights
And benefits of the insurance coverage established by law. The risk of this employer is covered

By policy 9352 For the period from JANUARY 1, 2021 to DECEMBER 31, 2021

NAME & ADDRESS OF EMPLOYER

ISLAND ROADS CORPORATION

6501 RED HOOK PLAZA STE. 201

ST. THOMAS, VI 00802

A handwritten signature in black ink, appearing to read "Anthony J. Selkridge".

Anthony J. Selkridge
Director, Government Insurance Fund

SAM Search Results
List of records matching your search for :

Record Status: Active
CAGE Code: 35XA1

| | | |
|-----------------------------------|--------------------------------|-----------------------------|
| ENTITY | ISLAND ROADS CORPORATION | Status: Active |
| DUNS: 622489599 | +4: | CAGE Code: 35XA1 DoDAAC: |
| Expiration Date: 01/22/2022 | Has Active Exclusion?: No | Debt Subject to Offset?: No |
| Address: 6501 REDHOOK PLZ STE 201 | | |
| City: CHARLOTTE AMALIE | State/Province: VIRGIN ISLANDS | |
| ZIP Code: 00802-1373 | Country: UNITED STATES | |

ARTICLES OF INCORPORATION

OF

ISLAND ROADS CORPORATION

We, the undersigned, for the purposes of association to establish a corporation or the transaction of the business and the promotion and conduct of the objects and purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the Virgin Islands of the United States. (hereinafter called the Virgin Islands), and particularly the General Corporation Law of the Virgin Islands (Chapter 1, Title 13, Virgin Islands Code), as the same may be amended from time to time, do make and file these articles of incorporation in writing and do hereby certify:

First: The name of the corporation (hereinafter called the Corporation) is

ISLAND ROADS CORPORATION

Second: The principal office of the corporation in the Virgin Islands is

P.O. Box 9820 Professional Bldg.
St. Thomas, Virgin Islands. Fortets Strade
Suite #1

Third: The nature of the business of the Corporation and the objects or purposes to be transacted, promoted or carried on by it are as follows:

To purchase, lease, hire or otherwise acquire real and personal property, improved and unimproved, of every kinds and description, and to sell, dispose of, lease, convey, encumber and mortgage said property, including condominiums, or any part thereof. To acquire, hold, lease, manage, operate, develop, control, build, erect, maintain for the purposes of said company, construct, reconstruct or purchase, either directly or through ownership of stock in any corporation, and lands, buildings, office, stores, warehouse, mills, snops, factories, plants, gas

houses, machinery rights, easements, privileges, franchise and licenses, and to sell, lease, hire or otherwise dispose of the lands, buildings, or other property of the company, or any part thereof.

(2) To make, manufacture, produce, prepare, process, purchase or otherwise acquire, and to hold, own, use, sell, import, export, dispose of otherwise trade or deal in and with, machines, machinery, appliances, apparatus, goods, wares, products, and merchandise of every kind, nature and description; and, in general, to engage or participate in any manufacturing or other business of any kind or character whatsoever, whether or not related to, conducive to, incidental to or in any way connected with the above business.

(3) To engage in research, exploration, laboratory and development work related to any material, substance, compound or mixture now known or which may hereafter be known, discovered or developed, and to perfect, develop, manufacture, use apply and generally to deal in and with any such material, substance, compound or mixture.

(4) To adopt, apply for, obtain, register, purchase, lease, take licenses in respect of otherwise acquire and to maintain, protect, hold, use, own, exercise, develop, manufacture under, operate and introduce, and to sell and grant licenses or other rights in respect, assign or otherwise dispose of, turns to account, or in any manner deal with and contract with reference to, any trade-marks, trade names, patents, patent rights, concessions, franchises, designs, copyrights and distinctive marks and rights analogous thereto, and inventions, devices, processes, recipes, formulae and improvements and modifications thereof.

(5) To purchase, lease or otherwise acquire, to hold, own, use, develop, maintain, manage and operate, and to sell, transfer, lease assign, convey, exchange or otherwise turn to account or dispose of and otherwise deal in and with such real property, whether located within the Virgin Islands or elsewhere, as may be necessary or convenient in connection with the business of the Corporation, and personal property, tangible, or intangible, without limitation.

(6) To purchase, lease, construct or otherwise acquire, and to hold, own, use, maintain, manage and operate, buildings, factories, plants, laboratories, installations, equipment, machinery, pipe lines, rolling stocks and other structures, facilities and apparatus of every kind and description, used or useful in the conduct of the business of the Corporation

(7) To purchase, lease, construct or otherwise acquire and to hold, own, use, maintain, manage and operate dwelling houses and other buildings at or near any place of business of the Corporation for the purpose of furnishing housing and other conveniences to employees of the Corporation, and others, and to carry on a general mercantile business at or near any such place of business for the convenience of those residing in the vicinity thereof, and others.

8) To purchase or otherwise acquire, and to hold, pledge, sell, exchange or otherwise dispose of securities (which term, for the purposes of this Article Third, shall include any shares of stock, bonds, debentures, notes, mortgages or other obligations and any certificates, receipts or other instruments representing rights to receive, purchase or subscribe for the same, or representing any other rights or interests therein or in any property or assets) created or used by any firm, association, corporation or other governmental body, and while the holder thereof to exercise all the rights, powers and privileges in respect thereof, including the right to vote, to the same extent as a natural person might or could do.

(9) To enter into, make, perform and carry out contracts of every kind and description, not prohibited by law, with any person, firm, association, corporation or governmental body; and to guarantee the contracts or obligations, and the payment of interest or dividends or securities of any other person, firm, association, corporation or governmental body.

(10) To lend its uninvested funds from time to time to such extent, to such persons, firms, associations, corporations or governments or subdivisions, agencies or instrumentalities thereof, and on such terms and on such security, if any, as the Board of Directors of the Corporation may determine.

(11) To borrow money for any of the purposes of the Corporation, from time to time, and without limitation as to amount; from time to time to issue and sell its own securities in such amounts, on such terms and conditions, for such purposes and for such consideration, as may now be or hereafter shall be permitted by the laws of the Virgin Islands; and to secure the same by mortgage upon, or the pledge of, or the conveyance or assignment in trust of, the whole or in any part of the properties, assets, business and good will of the Corporation, then owned or thereafter acquired.

(12) To acquire and undertake all or any part of the business assets and liabilities of any person, firm, association or corporation on such terms and conditions as may be agreed upon, and to pay for the same in cash, property, or securities of the Corporation, or otherwise, and to conduct the whole or any part of any business thus acquired subject only to the provisions of the laws of the Virgin Islands.

(13) To merge into, merge into itself or consolidate with, and to enter into agreements and cooperative relations, not in contravention of law, with any person, firm, association or corporation.

(14) To purchase, or otherwise acquire and to hold, cancel, reissue, sell, exchange, transfer or otherwise deal in its own securities from time to time to such extent and upon such terms as shall be permitted by the laws of the Virgin Islands; provided, however, that shares of its own capital stock so purchased or held shall not be directly or indirectly voted; and provided further, however, that nothing contained herein shall be construed as limiting the Corporation's rights, pursuant to Title 13, Virgin Islands Code, Section 223.

(15) To such extent as a corporation organized under the laws of the Virgin Islands may now or hereafter lawfully do, to do, either as principal or agent and either alone or through subsidiaries or in connection with other persons, firms, associations or corporations, all and everything necessary, suitable, convenient or proper for, or in connection with, or incident to, the accomplishment of any of the purposes or the attainment of any one or more of the objects herein enumerated, or designed directly or indirectly to promote the interests of the Corporation or to enhance the value of its

properties; and in general to do any and all things and exercise any and all powers, rights and privileges which a corporation may now or hereafter be organized to do or to exercise under the laws of the Virgin Islands.

The foregoing provisions of this Article Third shall be construed both as purposes and powers and each as an independent purpose and power. The foregoing enumeration of specific purposes and powers shall not be held to limit or restrict in any manner the purposes and powers of the Corporation, and the purposes and powers herein specified shall, except when otherwise provided in this Article Third, be in no wise limited or restricted by reference to, or interference from, the terms of any provision of this or any other Article of these Articles of Incorporation.

Fourth: The total number of shares of all classes of stock which the Corporation is authorized to issue shall be as follows:

1000 shares of common stock at \$10 par value

There shall be no preferred stock

The minimum amount of capital with which the Corporation will commence business is \$1,000.

The designations and the powers, preferences, and rights, and the qualifications, limitations or restrictions thereof, of the classes, if more than one class be herein authorized, of the stock of the Corporation which are fixed by the Articles of Incorporation and any express grant of authority to the Board of Directors to fix by resolution or resolutions the designations and the powers, preferences and rights, and the qualifications, limitations and restrictions thereof, of the classes, if more than one class be herein authorized, of stock of the Corporation which are not fixed by the Articles of Incorporation are as follows:

The Resident Agent of the Corporation is JOSEPH J. MINGOLLA, 10-1-30 Estate Peterborg, St. Thomas, V.I.

Fifth: The names and places of residences of each of the incorporators are as follows:

Joseph J. Mingolla II 10-1-30 Estate
Peterborg
St. Thomas
Virgin Islands
(P.O. Box 9820)

Jerry Hastert 37-16 Estate Pearl
St. Thomas.
Virgin Islands
(P.O. Box 9820)

Hans Loeffler Anduze Cottage No. 2
Raphune Hill
(P.O. Box 575)
St. Thomas
Virgin Islands

Sixth: The Corporation is to have perpetual existence.

Seventh: For the management of the business and for the conduct of its affairs, and in further creation, definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders it is further provided:

(1) The number of directors of the Corporation shall be fixed by, or in the manner provided by the By-laws, but in no case shall the number be less than three. The directors need not be stockholders. Meetings of the Board of Directors may be held at such place or places within or without the Virgin Islands as shall be specified in the respective notices thereof or in the respective waivers of notice thereof signed by all the directors of the Corporation at the time in office.

(2) In furtherance and not in limitation of the powers conferred by the laws of the Virgin Islands, and subject at all times to the provisions thereof, the Board of Directors is expressly authorized and empowered:

(a) To make, alter and repeal the By-laws of the Corporation, subject to the power of the stockholders to alter or repeal the By-laws made by the Board of Directors.

(b) To determine, from time to time, whether and to what extent and at what times and places and under what conditions and regulations the accounts and books and accounts of the Corporation (other than the stock ledger), or any of them, shall be open to inspection by the stockholders; and no stockholder shall have any right to inspect any account or book or document of the Corporation, except as conferred by the laws of the Virgin Islands, unless and until duly authorized to do so by resolution of the Board of Directors.

(c) To authorize and issue obligations of the Corporation, secured or unsecured, to include therein such provisions as to redeemability, convertibility or otherwise, as the board of Directors, in its sole discretion may determine, and to authorize the mortgaging or pledging of, and to authorize and cause to be executed mortgages and liens upon, any property of the Corporation, real or personal, including after-acquired property.

(d) To determine whether any, and, if any, what part, of the net profits of the Corporation or of its net assets in excess of its capital shall be declared in dividends and paid to the stockholders, and to direct and determine the use and disposition thereof.

(e) To set apart a reserve or reserves, and to abolish any such reserve or reserves, or to make such other provisions, if any as the Board of Directors may deem necessary or advisable, for working capital, for additions, improvements and betterments to plant and equipment, for expansion of the business of the Corporation (including the acquisition of real and personal property for that purpose) and for any other purpose of the Corporation.

(f) To establish bonus, profit-sharing, pension, thrift and other types of incentive, compensation or retirement plans for the officers and employees (including officers and employees who are also directors) of the corporation and to fix the amount of profits to be distributed or shared or contributed and the amounts of the Corporation's funds otherwise to be devoted thereto, and to determine the persons to participate in any such plans and the amounts of their respective participations.

(g) To issue, or grant options for the purchase of, shares of stock of the Corporation to officers and employees (including officers and employees who are also directors) of the Corporation and its subsidiaries for such consideration and on such terms and conditions as the Board of Directors may from time to time determine.

(h) To enter into contracts for the management of the business of the Corporation for terms not exceeding three years.

(i) By resolution or resolutions passed by a majority of the whole Board, to designate one or more committees, each committee to consist of two or more of the directors of the Corporation, which to the extent provided in such resolution or resolutions or in the By-laws, shall have and may exercise the powers of the Board of Directors (other than the power to remove or elect officers) in the management of the business and affairs of the Corporation and may have the power to authorize the seal of the Corporation to be affixed to all papers which may require it, such committee or committees to have such name or names as may be stated in the By-laws or as may be determined from time to time by resolution adopted by the Board of Directors.

(j) To exercise all the powers of the Corporation, except such as are conferred by law, or by these Articles of

Incorporation or by the By-laws of the corporation, upon the stockholders.

3. Any one or all of the directors may be removed, with or without cause, at any time, by either (a) the vote of the holders of a majority of the stock of the Corporation issued and outstanding and entitled to vote and present in person or by proxy at any meeting of the stockholders called for the purpose, or (b) an instrument or instruments in writing addressed to the Board of Directors directing such removal and signed by the holders of a majority of the stock of the Corporation issued and outstanding and entitled to vote; and thereupon the term of each such director who shall be so removed shall terminate.


4. No contract or other transaction between the Corporation and any other corporation, whether or not such other corporation is related to the Corporation through the direct or indirect ownership by such other corporation of a majority of the shares of the capital stock of the Corporation or by the Corporation of a majority of the shares of the capital stock of such other corporation, and no other act of the Corporation shall, in the absence of fraud, in any way be affected or invalidated by the fact that any of the directors of the Corporation are pecuniarily or otherwise interested in, or are directors or officers of, such other corporation or by the fact that such other corporation is so related to the Corporation. Any director of the Corporation individually, or any firm or association of which any director may be a member, may be a party to, or be be pecuniarily or otherwise interested in, any contract or transaction of the Corporation, provided that the fact that he individually or such firm or association is so interested shall be disclosed or shall have been known to the Board of Directors or a majority of such members thereof as shall be present at any meeting of the Board of Directors at which action upon any such contract or transaction shall be taken. Any director of the Corporation who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors which shall authorize any such contract or transaction, with like force and effect as if he were not such director or officer of such other corporation or not so interested.

5. Each director and officer of the Corporation (and each director or officer of any other corporation serving as such at the request of the Corporation because of the Corporation's interest in such other corporation) whether or not then in office, shall be indemnified by the Corporation against all costs and expenses reasonably incurred by or imposed upon him in connection with or arising out of any action, suit or proceeding in which he may be involved or to which he may be made a party by reason of his being or having been a director or officer of the Corporation or of such other corporation, except in relation to matters as to which he shall be finally adjudged in any such action, suit or proceeding to be liable for negligence or misconduct in the performance of his duty as such director or officer. In case of settlement of any such action, suit or proceeding such director or officer shall be indemnified by the Corporation against the cost and expense of such settlement (including any amount paid to the Corporation or to such other corporation) reasonably incurred by him, after and only after (1) the Corporation shall have been advised by independent counsel that such director or officer is not liable for negligence or misconduct in the performance of his duty as such director or officer in relation to the matters covered by such action, suit, or proceeding and that such cost and expense does not substantially exceed the expense which might reasonably be incurred by such director or officer in conducting such action, suit or proceeding to a final conclusion, or (2) the holders of a majority of the shares of the capital stock of the Corporation issued and outstanding in the hands of disinterested persons and entitled to vote shall by vote at any annual meeting of the stockholders, or at any special meeting called for the purpose, approve such settlement and the indemnification of such director or officer of the cost and expense thereof. The phrase "disinterested person" as used herein shall mean any person other than (a) a director or officer who at the time, is or may, as such director or officer, be entitled to indemnification pursuant to the foregoing provisions, (b) any corporation or organization of which any such person owns of record or beneficially 5 percent or more of the voting stock, (c) any firm or association of which any such person is a member, and (d) any spouse, child, parent, brother or sister of any such stockholder.

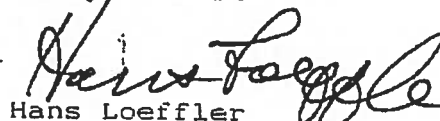
The foregoing rights of indemnification shall apply to the heirs, executors and administrators of any such director or officer of the Corporation or of any other such corporation, and shall not be exclusive of any other rights to which any director or officer (or his heirs, executors or administrators) may be entitled under any provision of the By-laws of the Corporation, any agreement or any vote of the stockholders, or as a matter of law, or otherwise.

Eighth: The Corporation reserves the right to amend, alter or repeal any of the provisions of these Articles of Incorporation and to add other provisions authorized by the laws of the Virgin Islands at the time in force in the manner at the time prescribed by said laws, and all rights, powers, and privileges at any time conferred upon the Board of Directors and the stockholders are granted subject to the provisions of this Article.

In witness whereof, we, the undersigned, being all of the incorporators hereinabove named, DO HEREBY CERTIFY that the facts hereinabove stated are truly set forth and accordingly, have hereunto set our respective hands and seals at St. Thomas, Virgin Islands, this day July 31, 1988.


Joseph J. Mingolla II


Jerry Hastert


Hans Loeffler

TERRITORY OF THE VIRGIN ISLANDS)
)
DIVISION OF ST. THOMAS/ST. JOHN)

On this ^{Aug} 15 day of ~~July~~ 1988 before me,
a Notary Public, personally appeared

JOSEPH J. MINGOLLA II, JERRY HASTERT, HANS LOEFFLER

all of the incorporators who signed the foregoing
Articles of Incorporation, known to me personally to
be such, and they did each swear and acknowledge that
they executed and signed the same as their voluntary
act and deed and that the facts therein stated are
truly set forth.

In witness whereof, I have hereunto
set my hand and affixed my official seal the day and
year last above written.

Notary Public

Frederick Beerlein

CERTIFICATE OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
ISLAND ROADS CORPORATION

Pursuant to Title 13, Section 222 of the Virgin Islands Code, the undersigned corporation adopts the following articles of amendment to its articles of incorporation:

1. The name of the corporation is ISLAND ROADS CORPORATION.
2. The following amendment of the Articles of Incorporation was adopted by the unanimous vote of the stockholders of the corporation on April 14, 1992, in a manner prescribed by Title 13, Section 222 of the Virgin Islands Code:

The Articles of Incorporation shall be amended by striking out all the Fourth article which now reads as follows:

"Fourth: The total number of shares of all classes of stock which the Corporation is authorized to issue shall be as follows:

1000 shares of common stock at \$10 par value

There shall be no preferred stock

The minimum amount of capital with which the Corporation will commence business is \$1,000.

The designations and the powers, preferences, and rights, and the qualifications, limitations or restrictions thereof, of the classes, if more than one class be herein authorized, of the stock of the Corporation which are fixed by the Articles of Incorporation and any express grant of authority to the Board of Directors to fix by resolution or resolutions the designations and the powers, preferences and rights, and the qualifications, limitations and restrictions thereof of the classes, if more than one class herein authorized, of stock of the Corporation which are authorized by the Articles of Incorporation are as follows:

The resident agent of the Corporation is JOSEPH J. MINGOLLA, 10-1-3- Estate Peterborg."

Island Roads Corporation
Certificate of Amendment
Page 2 of 3 Pages

and inserting in place thereof:

"Fourth: The aggregate number of shares which this Corporation shall have authority to issue is Two Thousand (2,000) shares, divided into One Thousand (1,000) shares of common shares of the par value of Five Hundred Sixty Three and 80/100 (\$563.80) Dollars and One Thousand (1,000) shares of preferred shares of the par value of One Thousand (\$1,000.00) Dollars per share.

The new common shares shall be issued only in exchange for the old common shares of the Corporation of the par value of \$10.00 each on the basis of the pro rata share of the holder's actual capital contribution and only upon the retirement of all the old common shares.

The preferred shares are issuable only upon the payment in cash of the par value of each share or upon the cancellation of all or part of an obligation owed by the Corporation. .

The holders of preferred shares shall not be entitled to receive a dividend or interest before, and including, March 30, 1995. After March 30, 1995 the holders of preferred shares shall, at their election, be entitled to receive out of the surplus, and the Corporation shall be bound to pay, a Quarterly dividend at the rate of ten (10%) per annum, payable before any dividend shall be set apart or paid on the common shares, or shall be entitled to redeem such preferred shares at par on April 1, 1995, or on any dividend day thereafter.

In case of dissolution of the Corporation, before any amount shall be paid to the holders of common shares, the holders of preferred shares shall be entitled to be paid the par value of their shares, but shall not participate in any further distribution of the surplus assets of the company.

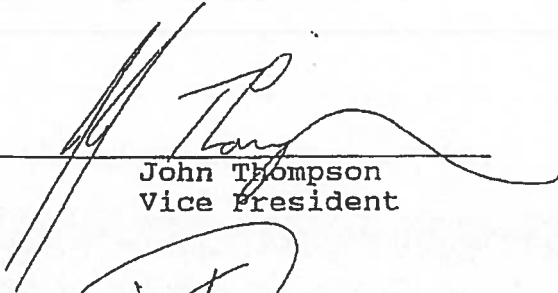
At all meetings of the shareholders, each holder of new common shares shall be entitled to one vote for each share held, and each holder of preferred shares shall be entitled to one vote for each share held."

3. The capital of this Corporation will not be reduced under or by reason of the amendment herein.

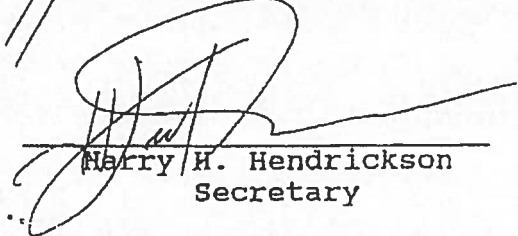
Island Roads Corporation
Certificate of Amendment
Page 3 of 3 Pages

Dated: ~~March~~ ^{APRIL 30th} ___, 1992

ISLAND ROADS CORPORATION

By: 
John Thompson
Vice President

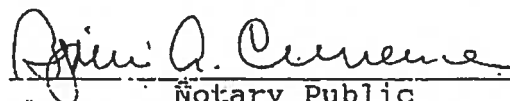
(Corporate Seal)

and: 
Harry H. Hendrickson
Secretary

ACKNOWLEDGEMENT

Territory of the Virgin Islands)
Division of St. Thomas & St. John) ss:

The foregoing instrument was acknowledged before me this 30th
day of ~~March~~ ^{April}, 1992 by John Thompson, Vice President, and Harry H.
Hendrickson, Secretary, of Island Roads Corporation, a United
States Virgin Islands corporation, on behalf of the corporation.


Notary Public
My Commission Expires: 12-3-93

amend.art

GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES

C-820-92

—•—
CHARLOTTE AMALIE, ST. THOMAS

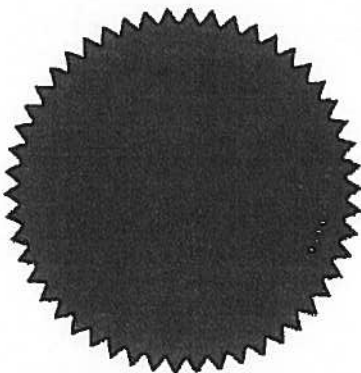
To All To Whom These Presents Shall Come:

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

ISLAND ROADS CORPORATION

of the Virgin Islands filed in my office on April 30, 1992 as provided
for by law, Amended Articles of Incorporation, duly acknowledged;

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 the Seal of the Government
of the Virgin Islands of the United States, at Char-
lotte Amalie, St. Thomas, this 29th day of
June, A.D., 19 92



Lieutenant Governor for the 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 **ISLAND ROADS 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, 2021.

Entity Type: Domestic Profit Corporation

Entity Status: In Good Standing

Registration Date: 05/16/2006

Jurisdiction: United States Virgin Islands, United States

Witness my hand and the seal of the Government of the United States Virgin Islands, on this 5th day of August, 2020.



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

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



YOUR REF:

OUR REF:

DATE:

ISLAND ROADS CORPORATION
6501 RED HOOK PLAZA
SUITE 201
ST. THOMAS
VI 00802-1306

TELEPHONE: (340) 775-5704
FACSIMILE: (340) 775-5663

**RESOLUTION OF BOARD OF DIRECTORS
OF
ISLAND ROADS CORPORATION**

The undersigned being a quorum of the Directors of ISLAND ROADS CORPORATION ("the Company"), a corporation organized under laws of the United States Virgin Islands, do hereby consent, in lieu of a meeting, to the adoption of the following resolution as January 1, 2021.

RESOLVED, that this Company be, and hereby is, authorized by and solely through its President, Andrew Smith, to execute and deliver any and all documents of every kind on behalf of and in the name of this Company; and it is

RESOLVED FURTHER, that Robert Smith is hereby authorized and empowered to become a board member of the company with the title of Vice President.

Andrew Smith, Director

Horace E. Hendrickson (a.k.a. Harry), Director

Dated: January 1, 2021