

**The Public Lands Trust Board  
Board of Trustees  
P.O. Box 158  
Kolonia, Pohnpei FM 96941  
Federated States of Micronesia 96941**

**PUBLIC LANDS TRUST LEASE AGREEMENT**

This Lease Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 2007, by and between the **Board of Trustees of the Pohnpei Public Lands Trust** whose address is P.O. Box 158, Kolonia, Pohnpei FM 96941, hereinafter referred to as “LESSOR”. And the **Commission for Conservation and Management of Highly Migratory Fish Stock in the Western and Central Pacific Ocean**, hereinafter (**Tuna Commission**), a Commission established by International Treaty and registered with the United Nations, and whose address is P.O. Box 2356, Kolonia Town, Pohnpei FM 96941, hereinafter referred to as “LESSEE”. This lease agreement (hereinafter “Lease”) is executed pursuant to the authority of Pohnpei State Law (D.L.) No. 4L-153-78, as amended, (Leases and land use agreements on public trust lands), S.L. No. 1L-155-87 (Public Lands Act of 1987), and S.L. No. 5L-82-02, as amended (designating certain public lands trust for lease to the Commission).

**SUMMARY OF LEASE**

**Item 1.**                    **Premises:**                    Public Lands Trust situated in the Town of Kolonia and designated as Tract/Parcel Number 009-A-103 (formerly a portion of Parcel Number 009-A-76, as shown on Cadastral Plat No. 009-A-03 and Parcel Number 009-A-48, as shown on Cadastral Plat No. 009-A-01).

(A)     Legal Description: Public Trust Lands Parcel No. 009-A-103, as shown on Cadastral Plat No. 009-A-10, attached hereto and incorporated herein by reference together with the appurtenances and easements thereto.

(B)     Physical Description: 12,839 square meters of Public Trust land located in Kolonia Town Municipality, State of Pohnpei, Federated States of Micronesia and situated in Parcel No. 009-A-103, as shown on Cadastral Plat No. 009-A-10, attached hereto and incorporated herein by reference together with the appurtenances and easements thereunto. A plat plan of the Property is attached as Exhibit “A.”

(C)     The LESSOR warrants that it has removed and relocated all third parties and lessees residing on or otherwise occupying the Property prior to execution of this lease, and is further removing the remaining lessees identified in Exhibit B within two years or upon completion of the new Pohnpei State Executive Office

Building, whichever occurs first, from the date of execution of this lease at no cost to LESSEE. The LESSOR recognizes that this is essential to making the land acceptable to the LESSEE and is required under the terms of, and conforms to, the Headquarters Agreement between the LESSEE and the Government of the Federated States of Micronesia. All buildings listed in Exhibit B that are not inhabited or in use by LESSOR or existing lessees shall be demolished by LESSOR pursuant to and under the terms and conditions of a separate agreement between LESSOR and the FSM National Government, within two years or upon completion of the new Pohnpei State Executive Office Building, whichever occurs first, after the date of execution of this lease, at no cost to LESSEE. All personal property of third parties and lessees shall be removed by LESSOR prior to execution of this lease, with the exception of the remaining lessees identified in Exhibit B which shall be removed within two years or upon completion of the new Pohnpei State Executive Office building, whichever occurs first, after the date of execution of this lease, at no cost to LESSEE.

(D.) Access. The LESSOR agrees to allow the LESSEE to utilize the following rights of way and easements to access the property, as shown in Exhibit C attached hereto and incorporated herein, and LESSOR agrees to permanently block and close the access road through the retaining wall located on the rear of the property as shown in Exhibit C.

**Item 2.** **Term.** The term of this lease shall be for 55 years. The lease is automatically renewable by the LESSEE under the same terms and conditions, but for no additional cost, for one additional term of 55 years.

**Item 3.** **Authorized Use:** For the emplacement of the LESSEE's corporate offices.

**Item 4.** **Minimum Setback:** 10 feet from sidelines & 15 feet from main roadway, as according to the local standard. Immediately after the Department of Treasury and Administration is relocated to a new site, the State of Pohnpei shall construct an improved access road running alongside the Spanish Wall in a south-westerly direction from the United States Peace Corps Office toward the main road known as the Namiki Road.

**Item 5.** **Rental:** No Rental charge is assessed for the lease.

**Item 6. Address for notice:**

**To LESSOR:** The Board of Trustees  
Pohnpei Public Lands Trust  
c/o P.O. Box 158  
Kolonia, Pohnpei FM 96941  
Telephone: (691) 320-2656  
Fax: (691) 320-5706

**To LESSEE:** Commission for Conservation and  
Management of Highly Migratory Fish  
Stock in the Western and Central Pacific  
Ocean (Tuna Commission)  
P.O. Box 2356  
Kolonia, Pohnpei FM 96941  
Tel: (691) 320-1992  
Fax: (691) 320-1108  
Email: wcpfc@mail.fm

**Articles I. LEASE OF THE PREMISES**

For and in consideration of the mutual understanding, cooperation and the benefits to be derived from the emplacement and functioning of the corporate offices of the LESSEE, together with the assistance that LESSEE, by the Treaty establishing the Tuna Commission, will be providing to the countries within the Western and Central Pacific Ocean, including the Federated States of Micronesia and the People of Pohnpei, LESSOR acting under the authority of S.L. No. 5L-82-02, as amended hereby leases to and the LESSEE accepts the lease of the Premises described under Item I above.

**Article II. TERM OF LEASE**

The term of this Lease Agreement is 55 years. The lease is automatically renewable by the LESSEE under these same terms and conditions, for no additional cost, for one additional term of 55 years.

**Article III. RENTAL**

S.L. No. 5L-82-02, as amended declares under Section 2 that “no rental payment is required beyond those necessary to compensate for the filing and administrative costs of the Public Lands Trust Board of Trustees in the processing of the lease agreement.” Accordingly, this lease is rent free as a token of mutual understanding and cooperation between the People of Pohnpei, acting for and on behalf of the Government of the Federated States of Micronesia, and the Tuna Commission.

**Article IV. AUTHORIZED USE**

LESSEE shall use the Premises for the purpose (s) shown in Item 3 above.

#### **Article V. CONDITION OF PREMISES**

A. Excluding the Headquarters Building, LESSEE acknowledges that it has examined the Premises prior to its execution of this Lease Agreement and knows the condition of the Premises, and that no representations other than those expressed herein have been made by the LESSOR, and the LESSEE hereby accepts the Premises in its present condition on the date of execution hereof.

B. The Headquarters Building emplaced upon the premises will be transferred to the LESSEE by the FSM National Government upon execution of an Occupancy Agreement between the LESSEE and the FSM National Government. Upon execution of the Occupancy Agreement, LESSEE will assume responsibility for the maintenance and repair of such Headquarters Building and will maintain liability and property insurance as required. As such, neither the LESSOR or the LESSEE can provide any warranty as to the current or future condition of the Headquarters Building in terms of habitability, safety, construction methods, construction standards or value.

#### **Article VI. CONSTRUCTION, REPAIR, AND DESTRUCTION OF IMPROVEMENTS**

A. The LESSEE shall have the right throughout the existence of this Lease to construct, destruct, or change any buildings, structures, additions, fixtures, or signs (“structures”) on the Property in order to establish and maintain an international organization diplomatic establishment, or in order to meet any other related objectives consistent with Item 1(c) herein it may, in its sole discretion, pursue. This includes the right to affix a flagstaff, international flags, international seals, and office signs and insignia on the Property leased.

B. Buildings and improvements erected, installed or owned by LESSEE on the real estate, either heretofore, or hereafter, shall become part of the real estate. When the LESSEE surrenders possession of the Premises, whether because the Lease has ended, the LESSEE has terminated the Lease, or any other reason, the LESSEE shall have the right to remove all personal property and fixtures from the property.

C. LESSEE shall throughout the term of this Lease Agreement, at its own cost, and without any expense to LESSOR, keep and maintain the Premises, including all buildings and improvements of every kind which may be a part thereof and all appurtenances thereto, including sidewalks adjacent thereto, in good, sanitary, and neat order, conditions and repair, and except as specifically provided herein, restore and rehabilitate any improvements of any kind which may be destroyed or damaged by fire, casualty, or any other cause whatsoever, LESSOR shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description, whatsoever to the Premises

or any buildings or improvements hereon, LESSEE shall also comply with and abide by all national, state, municipal, and other government statutes, ordinances, laws, and regulations affecting the Premises, the improvements thereon or any activity or condition on or in the Premises

D. The damage, destruction, or partial destruction of any building or other improvement which is a part of the Premises shall not release LESSEE from any obligation hereunder, except as hereinafter expressly provided.

E. In case of damage to or destruction of any such building or improvement, LESSEE shall at its own expense promptly repair and restore the same to condition as good or better than that which existed prior to such damage or destruction.

F. Anything to the contrary in the immediately preceding three paragraph of this Articles notwithstanding, in case of destruction of the buildings and other improvements on the Premises or damage thereto from any cause so as to make it unusable occurring during the last two years of the term hereof, LESSEE, if not then in default hereunder, may elect to terminate this Lease Agreement by written notice served on LESSOR within thirty (30) days after the occurrence of such damage or destruction. In the event of such termination, there shall be no obligation on the part of LESSEE to repair or restore the buildings or improvements.

G. If, in the event of such destruction or damage during the last two years of the terms hereof, LESSEE does not elect to terminate this Lease Agreement, the LESSEE shall be obligated to repair or rebuild the buildings and other improvements as above provided.

## **Article VII. STATUTORY COVENANTS**

A. Pursuant to Pohnpei S.L. No. 5L-82-02 as amended by S.L. 6L-28-05, the following statutory requirements are set forth herein as covenants.

(1) The name of the LESSEE (LESSEE) is the *Commission for Conservation and Management of Highly Migratory Fish Stock in the Western and Central Pacific Ocean*, the name of the LESSOR (LESSOR) is the Board of Trustees of the Pohnpei Public Lands Trust, and the purpose of the designation by law and the lease is for the emplacement of the corporate offices of LESSEE. It is expressly recognized that LESSEE is an international organization for purposes of the "International Organization Immunities Act of 1974", 10 FSMC 201 et seq. and is entitled to the privileges and immunities provided in the Headquarters Agreement between the Government of the Federated States of Micronesia and the LESSEE in effect as of December 12, 2005.

(2) The property which is the subject of this development lease is described as 12,839 square meters of land located in

Kolonia Town Municipality, State of Pohnpei, Federated States of Micronesia and situated as Parcel No. 009-A-103 (formerly a portion of Parcel No. 009-A-76 , as shown on Cadastral Plat No. 009-A-03 and Parcel Number 009-A-48, as shown on Cadastral Plat No. 009-A-01) as shown on Cadastral Plat No. 009-A-10.

(3) The total term of the lease is 55 years plus the renewal period of an additional 55 years as authorized by Section 2 of Pohnpei S. L. 5L-82-02 as amended by S.L. No. 6L-28-05.

(4) Upon cessation of active use by LESSEE for the uses prescribed by law, all interest in the property shall revert to LESSOR.

(5) LESSEE shall not permit the use of the property for personal or private purposes.

(6) LESSEE shall not sell or contract for the subleasing or assignment of the lease.

(7) LESSEE shall not mortgage the property unless directed and authorized by the LESSOR upon specific authorization by amendment to S. L. No. 5L-82-02 as amended, and upon consultation and approval by the Governor of the State of Pohnpei.

(8) All improvements to the property shall become part of the property and subject to reversion upon their emplacement upon the property, but LESSOR has the discretion to provide for reimbursement for the value of all or a portion of such improvements to the land made by or on behalf of the LESSEE upon reversion.

B. The breach of any of these statutory covenants shall be grounds for termination of this lease by the non-breaching party.

#### **Article VIII. SECURITY OF PREMISES AND TRANSITION TO OCCUPANCY**

A. The LESSOR and the LESSEE agree to coordinate efforts to effectuate a smooth transition to occupancy by the LESSEE. The LESSOR and LESSEE recognize that LESSEE requires the premises to be maintained as a high security facility which will involve the fencing and restriction of access to non-authorized persons. Because of these requirements all buildings remaining on the premises must be secured and not open to access by non-authorized persons pending their demolition.

B. The LESSOR and the LESSEE recognize that the State of Pohnpei Treasury and Administration Offices have not been relocated as required under Item I and Exhibit B as of the time and execution of this Lease, and that such lessees must be relocated within

two years or upon completion of the new Pohnpei State Executive Office Building, whichever occurs first, from the date of execution of this lease, unless modified by agreement of both parties to this lease.

The location of all of these buildings/facilities are shown highlighted on Exhibit B.

C. The LESSOR and the LESSEE agree to coordinate efforts in order to prevent interruption of access used by the LESSOR and the State of Pohnpei Treasury and Administration Offices, as well as occupants of the adjacent parcel No 009-A-104, also formerly part of Parcel Number 009-A-076. To these ends, the LESSOR and LESSEE agree as follows:

(1) Pursuant to and under the terms and conditions of a separate agreement between LESSOR and the FSM National Government, the LESSOR agrees to be responsible for relocation of roadway access to the Pohnpei State Early Childhood Education building, and the US Peace Corps buildings by constructing a new access road for ingress and egress by such adjacent occupants with such new access road to lie adjacent to the Spanish Wall around the rear of the premises, as shown on Exhibit C.

(2) The LESSOR also agrees to be responsible for causing the relocation of parking currently used by Early Childhood Education, Peace Corps and State of Pohnpei Treasury and Administration, to another location along the roadway referred to in subparagraph (1) above and apart from the current location adjacent to the Headquarters Building of the LESSEE so as to provide continuity of utility access by the LESSOR and its existing lessee State of Pohnpei Treasury and Administration offices until their relocation;

(3) The LESSOR and the LESSEE agree to expedite all actions to accomplish the above within a reasonable time frame after lease signing and further agree that the LESSOR and the existing lessees will continue to be able to utilize existing roadway access until the new roadway access referred to in subparagraph (1) is completed and relocation has occurred. The LESSOR understands and agrees that the LESSOR and their lessees and invitees will cease having roadway access across the Property adjacent to the Headquarters Building, and will cease having parking adjacent to the Headquarters Building, at the time the Property is secured and fenced by the LESSEE at the same time frame provided under Article XIII (B).

**Article IX. INSURANCE**

LESSEE shall carry fire, property and liability insurance on the demised premises during the entire term of this Lease Agreement in an amount sufficient to compensate for injury or damages to the premises, and to compensate for injury or damage to persons or persons.

**Article X. INDEMNIFICATION**

LESSOR shall not be liable for any loss, injury death, or damage to persons or property which at any time may be suffered or sustained by LESSEE or by any person who may at any time be using or occupying or visiting the Premises or be in, on, or about the same, whether such loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of LESSEE or of any occupant, visitor, or user of any portion of the Premises, or shall result from or be caused by any other matter or thing whether of the same kind as or of a different kind than the matters or things above set forth, and LESSEE shall indemnify LESSOR against all claims, liability, loss, or damage whatsoever on account of any such loss, injury, death or damage; provided, however, that the aforesaid shall not apply to loss, injury, death or damage arising by reason of the negligence or misconduct of LESSOR.

**Article XI. WARRANTY OF RIGHT AND QUIET ENJOYMENT**

A. The LESSOR warrants that it is the sole and lawful owner and administrator of the Property pursuant to Pohnpei State Law No. 4L-153-78 as amended, S.L. No. 1L-155-87 and S.L. No. 5L-82-02 as amended and that it is duly authorized and able to enter into this Lease and perform its obligations pursuant to such laws. The LESSOR also warrants that the LESSEE shall peaceably enjoy possession of the Property for the Lease term (and the renewal thereof), without any interruption or disturbance from the LESSOR, or any other person claiming by, from, through, or under the LESSOR. The LESSOR further warrants that it will hold the LESSEE free and harmless from any and all demands, claims, actions or proceedings by others, including governmental agencies, third parties and squatters in regard to the leased Property.

B. The LESSOR will handle and settle or otherwise dispose of all demands, claims, actions, or proceedings by others, including governmental agencies, third parties, and squatters, in respect of LESSEE's right of quiet possession. If the LESSEE has notified the LESSOR in writing of the demand, claim, action or proceeding, and the LESSOR has failed to take timely action to handle, settle or otherwise dispose of such demand, claim, action or proceeding, then the LESSEE may incur expenses in defense of its right to quiet



possession. The LESSOR agrees to reimburse the LESSEE cost for cost as soon as practicable after the LESSEE's presentation of its claim for such expenses.

**Article XII. ABANDONMENT OR SURRENDER OF PREMISES**

LESSEE shall not vacate or abandon the Premises at any time during the term hereof; if LESSEE shall abandon, vacate or surrender the Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to LESSEE and left on the Premises shall be deemed to be abandoned, at the sole option of LESSOR, except such property as may be encumbered to LESSOR.

**Article XIII. REDELIVERY OF PREMISES**

Section 2 of S.L. No. 5L-82-02, as amended, declares that "upon cessation of active use by the Commission for Conservation and Management of Highly Migratory Fish Stock in the Western and Central Pacific Ocean (LESSEE).....all interest in such public lands by the LESSEE shall revert to the Public Lands Trust Board of Trustees" (the LESSOR). LESSEE agrees that at the expiration of or sooner termination of this Lease Agreement, it shall peaceably and quietly quit and surrender to LESSOR, the Premises in good order and conditions subject to the other provisions of this Lease Agreement. In the event of the non-performance by LESSEE of any of the covenants of LESSEE undertaken herein, this Lease Agreement may be terminated as herein provided.

**Article XIV. HOLDING OVER**

Any holding over after the expiration of the term of this Lease Agreement and the renewal thereof, with consent of LESSOR, shall be construed to be a tenancy from month to month, and shall otherwise be on the same terms and conditions herein specified, so far as applicable.

**Article XV. COMPLIANCE WITH LAWS, INCLUDING ENVIRONMENTAL LAW**

LESSEE shall at all times during the term of this Lease Agreement comply with all laws, ordinances, rules and regulations of the Federated States of Micronesia, the State of Pohnpei, and of any political subdivision, agency, authority or commission thereof, applicable to the Lease Premises or to its use. In addition, LESSEE shall not commit, or allow to be committed, any waste on the Premises, or any nuisance. LESSEE shall dispose of any waste products or residue, whether of its own manufacture or otherwise, in a timely and environmentally safe manner.

**Article XVI. UTILITIES**

LESSEE shall pay all charges for water, electricity, sewage, telephone, cable Television and for all other utility services supplied to the Premises as they become due, except LESSEE is not responsible for such charges attributable to the tenants listed in Exhibit B.

**Article XVII. INSPECTION AND MONITORING**

Whenever an environment, health or safety reason requires inspection of the Premises, the parties shall coordinate with each other and mutually agree to an inspection. A minimum of twenty-four (24) hours prior notice shall be given I every instance of inspection.

**Articles XVIII. WAIVER**

The waiver by either party of any breach of any covenant of this Lease Agreement shall not prevent the subsequent enforcement of that covenant and shall not be deemed a waiver of any subsequent breach.

**Article XIX. NOTICES**

Notices must be given in writing and hand-delivered, faxed, or mail to the recipient. Hand-delivered notices are deemed given when delivered and receipt thereof acknowledged by the other. Faxed notices are deemed given when transmission is completed to the fax number shown in Item 8 above, as confirmed by the sending machine. Mailed notices are deemed given two weeks after being deposited in the FSM or US mail, postage prepaid, and addressed to the recipient as shown in Item 8 above.

**Articles XX. NOTICE OF DEFAULT**

LESSEE shall not be deemed to be in default hereunder unless LESSOR shall first give to LESSEE 30 days written notice of such default and LESSEE fails to cure such default within such 30 days.

**Article XXI. DEFAULT**

In the event of any breach of this Lease Agreement by either party, the non-breaching party in addition to the other rights or remedies it may have, may terminate this lease agreement.

**Article XXII. REMEDIES CUMULATIVE**

All remedied hereinbefore and hereinafter conferred on LESSOR and LESSEE shall be deemed cumulative and no remedy is exclusive of the other, or of any other remedy conferred by law.

**Article XXIII. LESSOR'S RIGHT TO PERFORM**

In the event that LESSEE is failing or neglecting to do or perform any act or thing herein provided by it to be done or performed, shall be in default hereunder and if such failure shall continue for a period of Thirty (30) days after written notice from LESSOR

specifying the nature of the act or thing to be done or performed, any act or thing done by LESSOR pursuant to the provisions of this Article shall not be construed as a waiver of any such default by LESSEE, or as a waiver of any covenant, term, or condition herein contained or the performance thereof, or of any other right or remedy of LESSOR, hereunder or otherwise.

**Article XXIV. DISPUTE RESOLUTION AND VENUE OF ACTIONS**

A. In the event that any disputes arise concerning the text of this Lease, the English version controls.

B. Any disputes arising between the parties hereto concerning this Lease which cannot be resolved in negotiations between the LESSOR and LESSEE shall be settled in accordance with the dispute settlement provisions which follow:

1. In the course of executing the Agreement, should there be any dispute between the LESSOR and the LESSEE regarding manners and ways of carrying out provisions of the Agreement, enforcement, interpretation or breach of a covenant or condition thereof, the LESSOR and the LESSEE shall, on the basis of friendship, mutual understanding and concessions, find solutions to the problems through consultation. In case no agreement could be reached through consultations, the disputed matter will then be matured for judicial intervention.

2. Subject to the provisions of paragraph B(1) of this Article, any and all suits or judicial proceedings for the enforcement of this Lease Agreement, or any provision or breach thereof, may be instituted and maintained only in the appropriate courts of competent jurisdiction in the State of Pohnpei, Federated States of Micronesia.

**Article XXVII. ATTORNEY'S FEES**

Contingent upon the preceding Article, if any action shall be brought to recover any sums due under this Lease Agreement, or on account of any breach of, or to enforce or interpret any of the covenants, or conditions of this Lease Agreement, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, a reasonable attorney's fee, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

**Article XXVIII. LESSOR'S CONSENT**

Whenever in this Lease Agreement, LESSOR's consent or permission is required, such consent or permission shall not be unreasonably withheld or delayed.

**Article XXIX. GOVERNING LAW**

This Lease Agreement shall be governed by the laws of the State of Pohnpei and the Federated States of Micronesia

**Article XXX. LEASE AGREEMENT BINDING**

This Lease Agreement and the covenants, conditions, obligations and restrictions herein contained shall be binding upon the parties hereto.

**Article XXXI. TIME OF ESSENCE**

Time is of the essence in all provisions of this Lease Agreement, and of each and every covenant, term, conditions, and provision(s) hereof.

**Article XXXII. CAPTIONS**

The captions herein are for convenience only, are not a part of this Lease Agreement and do not in any way limit or amplify the terms and provisions of this Lease Agreement.

**Article XXXIII. INTERPRETATION**

The language of this Lease Agreement shall in all cases be construed simply according to its fair meaning and not strictly that of the LESSOR or the LESSEE.

**Article XXXIV. SEVERABILITY**

In the event any term, covenant or conditions contained herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or conditions, provided that such invalidity does not materially affect the rights and obligations contained in the valid terms, covenants or conditions.

**Article XXXV. ENTIRE AGREEMENT**

It is expressly agreed that this Lease Agreement contains all of the terms, covenants, conditions and agreements between the parties hereto relating in any manner to the use and occupancy of the Premises and that no prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and that the terms, covenants, conditions and provisions of this Lease Agreement shall not be altered, changed or modified in any way, except in writing, signed by the parties hereto, pursuant to the Article on amendment herein covenanted.

**Article XXXVI. AMENDMENT**

This Agreement may be amended or modified at a later date in writing and signed by the parties to adequately cover any term or condition not fully addressed in this Agreement, Provided that such amendment or modification shall be negotiated by the parties on a friendly and mutual fashion.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement as of the date first above written,

**“LESSEE”**

\_\_\_\_\_  
**Andrew Wright**  
**Executive Director**  
**Commission for Conservation**  
**and Management of Highly Migratory**  
**Fish Stock in the Western Central**  
**Pacific Ocean**

\_\_\_\_\_  
**Date**

**“LESSOR”**

\_\_\_\_\_  
**Largo Edwin**  
**Chairman**  
**Board of Trustees**  
**Pohnpei Public Lands Trust**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Youser Anson**  
**Director**  
**Department of Land and Natural Resources**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Johnny P. David**  
**Governor**  
**Pohnpei State Government**

\_\_\_\_\_  
**Date**

**Approved as to legal sufficiency:**

\_\_\_\_\_  
**L. M. Bacalando, Jr.**  
**Acting Attorney General**  
**Pohnpei State Government**

\_\_\_\_\_  
**Date**

**Witness:**

\_\_\_\_\_  
**Lorin Robert**  
**Acting Secretary of Foreign Affairs**  
**Government of the Federated States**  
**Of Micronesia**

\_\_\_\_\_  
**Date**

**EXHIBITS: S.L. No. 5L-82-02, as amended by S.L. No. 6L-28-05 and codified in the Pohnpei Code as (42 PC 10-150) is incorporated herein as exhibit for ready reference.**

**RECORDING OF LEASE AGREEMENT**

**Recorded this \_\_\_\_\_ day of \_\_\_\_\_, 2007 as**

**Document Number \_\_\_\_\_ at the Pohnpei State**

**Land Registry, in Kolonia, Pohnpei.**

**By: \_\_\_\_\_**  
**Registrar, State of Pohnpei**

**EXHIBIT "A"**  
PLAT PLAN SHOWING PARCEL 009-A-103 THAT IS BEING LEASED  
(highlighted)

**EXHIBIT “B”**  
**EXISTING LESSEES AND BUILDINGS TO BE RELOCATED**  
(highlighted)

(NEEDS TO INCLUDE PLAT SHOWING LOCATION OF THESE SITES)

1. Current LESSEES on site to be relocated within two years or completion of the new Pohnpei State Executive Office Building, whichever occurs first, after the date of execution of this lease
  - A. Pohnpei State Treasury and Administration offices



**EXHIBIT "C"**  
**EASEMENTS; CLOSING OF REAR ACCESS ROAD;**  
**ROADWAY ACCESS TO BE CONSTRUCTED FOR EXISTING**  
**LESSEES TO BE RELOCATED**

## **GRANT AGREEMENT**

### **BETWEEN THE GOVERNMENT OF THE FEDERATED STATES OF MICRONESIA**

### **AND THE**

### **COMMISSION FOR THE CONSERVATION AND MANAGEMENT OF HIGHLY MIGRATORY FISH STOCKS IN THE WESTERN AND CENTRAL PACIFIC OCEAN**

Subject to the terms and conditions set forth herein, the Federated States of Micronesia (“Government”) hereby grants the Headquarters Building built and donated to the Government by the People’s Republic of China and located in Kolonia, Pohnpei on lands owned by the State of Pohnpei to the Commission For The Conservation and Management Of Highly Migratory Fish Stocks In The Western And Central Pacific (“Commission”), for use as the official headquarters of the Commission until such time as the Commission no longer desires to use the Headquarters Building for such purposes:

1. The Commission will not assume any responsibility for the headquarters building and grounds until such time as: a) the land lease is executed between the Commission and the State of Pohnpei for the public lands designated for the Commission, and b) at the expense of the Commission independent expert inspections and certifications are undertaken by appropriate certified professional civil, electrical and structural engineers to ensure compliance with reasonable industry standards and design specifications together with an assessment of estimated maintenance requirements to confirm that the building, associated structures and works are suitable for the purposes.
2. The Commission shall be subject to the terms and conditions of a lease entered into with the State of Pohnpei regarding the land on which the building is located and the Government shall not bear any responsibilities or liabilities under that lease, except that at the earliest opportunity but no longer than two years after the signing of a lease for the land, the National Government shall be responsible for the demolition and removal of derelict and abandoned buildings on the site and the restoration of the areas and that, upon cessation of use by the Commission, the Headquarters Building will by operation of law revert to the State of Pohnpei
3. The Commission shall be responsible for the maintenance of the building and adjacent grounds (the premises) and may make alterations to the premises that are consistent with the official use of the building subject to the Commission members providing adequate funds.

4. This Agreement shall enter into force upon lodgment of the required certification of the building, associated structures and works and signature by the Government and the Commission of two originals.

**IN WITNESS WHEREOF** the undersigned, being duly authorized thereunto, have signed this Agreement.

For The Government of The Federated States of Micronesia:

\_\_\_\_\_  
President Manny Mori

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

For The Commission for the Conservation And Management of Highly Migratory Fish Stocks in the Western And Central Pacific:

\_\_\_\_\_  
Executive Director, Andrew Wright

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