

**GROUND LEASE AGREEMENT  
IN RESPECT TO A PORTION OF  
\_\_\_\_\_WETO**

**THIS GROUND LEASE** is made and entered into the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ by, \_\_\_\_\_ (“the Lessee”), whose mailing address is P.O. Box \_\_\_\_ Majuro Marshall Islands 96960, and the undersigned IROJLAPLAP, \_\_\_\_\_ If applicable IROIJEDRIK, \_\_\_\_\_ ALAB, \_\_\_\_\_ ,and

SENIOR DRI JERBAL, \_\_\_\_\_ (“the lessors”).

**IN CONSIDERATION** of the covenants and mutual promises contained in this lease, the parties agree as follows:

**SECTION 1.**

**DEMISE, DESCRIPTION,** and Use of Premises. The lessors lease to Lessee and Lessee hires from the Lessors , for any an all lawful purposes, all the Lessors’ interests in a portion of, \_\_\_\_\_ Weto, \_\_\_\_\_, Majuro Atoll, Republic of the Marshall Islands, together with all right-of-ways, easements, and access thereto, more particularly described in EXHIBIT “A” attached hereto and made part hereof. As used in this lease, the term “premises” refers to the real property from time to time during the term of this lease.

**SECTION 2.**

**TERM.** The initial term of this lease shall be for \_\_\_\_ years, commencing on the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ and ending on the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ at midnight, unless terminated or renewed as provided for in this lease. As used in this lease, the expression “term hereof” refers to such initial term and to any renewal or renewals provided for in this lease.

**SECTION 3.**

**RENT.** Lessee agrees to pay the Lessors rent calculated at the rate of \_\_\_\_\_ per acre per year. It is agree that the total acre of the premises is \_\_\_\_\_. Accordingly, the annual rent for the initial term is \$ \_\_\_\_\_. Rent shall be due and payable in quarterly installment on the 15 day of January, April, July and October commencing on the \_\_\_\_\_ . The rent shall be paid to the Lessors, who shall distribute the rent according to the laws of the Republic of the Marshall Islands, including customary law and traditional practice.

**SECTION 4.**

**Warranties of Title and Quiet Possession.** The Lessors covenant Lessors are in lawful possession of the real property described in section 1, represents all persons having an interest in the real property under the laws of the Republic of the Marshall Islands, including customary law and traditional practice, and that Lessors have the right to make this lease. The Lessors covenant that on paying the rent and performing the covenants

herein, Lessee shall have quiet and peaceful possession of the real property during the term of this lease.

#### SECTION 5.

Control and Inspection. Lessee shall have exclusive and unrestricted control of the premises, subject to the right of the Lessors to enter the premises upon reasonable notice to the Lessee to examine the premises for the due performance of the terms and conditions of this lease by the Lessee.

#### SECTION 6.

Construction. Lessee shall have the right to construct buildings and other improvements on the premises and repairs, remodel, and to, demolish or remove such building and other improvements and to till areas of the lagoon adjacent to the premises. All Buildings and improvements made by the Lessee shall remain the Lessee's property, except as provided for in this lease.

#### SECTION 7.

Waste. Lessee shall not commit waste on the premises except as necessary for the construction, use, repair, maintenance or removal of any buildings and improvements thereon, but shall not be liable for any damages to or destruction of any buildings or improvements on the premises, no required to repair or rebuild the same.

#### SECTION 8.

Taxes and utilities. Lessee shall deduct the income tax due on the rent from the rental payment and pay it to the Government. Lessee shall pay all property taxes and assessments of any nature levied on the premise by any authorized governmental agency. Lessee shall pay all charges incurred for utility services supplied to the premises, including charges for water, electricity, sewer and telephone.

#### SECTION 9.

Encumbrance of Lessee's Leasehold Interest. Lessee may encumber by mortgage or deed of trust, or other instrument its leasehold interest in the premises as security for any indebtedness of Lessee, including the Marshall Islands Development Bank.

#### SECTION 10

Subletting and Assignment. Lessee may sublet or assign the premises in whole or in part.

#### SECTION 11.

Default. Lessee shall not be deemed to be in default of this lease unless the Lessor first shall give to Lessee 90 days prior written notice of such default, and Lessee fails to cure the default within such 90 day period, or if the default is of a nature that cannot be cured within the 90 day period, Lessee fails to commence to cure the default within the 90 day period and fails thereafter to proceed to cure with all possible diligence.

#### SECTION 12.

Notice Any notice, approval, consent, waiver or other communication required or permitted to be given or to be served upon any person in connection with this agreement shall be in writing. Such notice shall be personally served, sent by telegram, telex, fax or cable, or sent prepaid by registered or certified mail with return receipt requested and shall be deemed given, (i) if personal served, when delivered to the person to whom such notice is addressed, (ii) if given by telegram, telex, fax or cable, when sent or (iii) if given by mail, ten (10) business days following deposit in such notice is to be given at the party's address set forth herein or as such party shall otherwise direct.

#### SECTION 13.

Option to Renew. Lessee is hereby granted the option to renew this lease for an additional term of 10 years upon the same terms and conditions as contained in this lease (excluding this option provision) and at an annual rent to be agreed to by the parties, as set forth in section 3 of this lease. Lessee or its successors and assigns in interest may exercise this option either by giving Lessors written notice 30 days prior to the expiration of this lease or merely by holding over.

#### SECTION 14.

Eminent Domain. If the real property included in the premises shall be appropriated or taken under the power of eminent domain, Lessee shall have the right to terminate this lease on 90 days' prior written notice to the Lessors. If this lease shall not be terminated, as provided above, but shall continue as to that portion of the premises which shall not have been appropriated or taken, then in that event the Lessors agree that effective as of the date of such appropriation or taking the rent shall be reduced in the ratio that the land area appropriated or taken which is included within the premises bears to the land area which is included within the premises before such appropriation.

#### SECTION 15.

Ownership of Improvement on Termination or Expiration of the Lease. On termination of this lease pursuant to Section 11, Default, Lessee shall sell to the lessors, and the Lessors shall purchase from Lessee, any improvements constructed on the premises by Lessee during the term of this lease at the improvements' then fair market value as mutually agreed upon by the parties. If the parties cannot mutually agree on a fair market value, the fair market value will be determined by arbitration under the laws of the Republic of the Marshall Islands. On termination or expiration of this lease for any other cause, the lessors shall become the owner of any remaining buildings or improvements on the premises; provided, however, at the termination or expiration of this lease for any cause, Lessee shall have the right to remove any and all furnishing and equipment from the premises

#### SECTION 16.

Termination. Lessee shall have the right on 90 days' notice in writing to the Lessors to terminate this lease and surrender Lessee's leasehold interest to the Lessors.

#### SECTION 17.

Redelivery of Possession. Upon the termination or expiration of this lease, Lessee shall peaceably and quietly surrender to the Lessors the premises and Lessee shall be released from an further liability under this lease as of the date of such termination, and rent, taxes, and assessments shall be prorated as of such date.

#### SECTION 18.

Hold Over. If Lessee shall remain in possession after the expiration of the term of this lease agreement, Lessee shall be deemed to be exercising its option in accordance with Section 13 above. If Lessee remains in possession of the premises after the expiration of the term of the renewal of this lease, the Lessee shall be deemed to be tenants on a year-to-year basis. The Lessors and Lessee further agree that such possession and occupancy will be subject to all terms, conditions and covenants of this lease, and that the rental payments shall be negotiated in accordance with Section 13 above.

#### SECTION 19.

Successors. This lease shall be binding on the heirs, successors, executors, administrators, and assigns of the parties.

#### SECTION 20.

Interpretation and Governing Law. The language in all parts of this lease shall be interpreted simply, and according to its fair meaning, and not strictly for or against Lessee or the Lessors. The lease shall be governed by the laws of the Republic of the Marshall Islands.

#### SECTION 21.

Survivability. In the event any term, covenant or condition contained in this lease is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant or condition, provided that such invalidity does not materially prejudice either party's rights and obligations contained in the valid terms, covenants or conditions.

#### SECTION 22.

Waiver. The waiver by either party of any breach of any term, covenant, or condition contained in this lease shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant or condition of this lease.

#### SECTION 23.

Merger. This lease constitutes the entire agreement between the parties and may be altered, amended or replaced only by a duly executed written instrument. no prior oral or written understanding or agreement with respect to this lease shall be valid or enforceable.

IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

LESSOR:

LESSEE:

\_\_\_\_\_  
Name:  
Irojlaplap

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:  
Irojedrik

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:  
Alap

\_\_\_\_\_  
Name:  
Senior Dri Jerbal

Legal Description

EXHABIT A

ACKNOWLEDGMENT

On this \_\_\_ day of \_\_\_\_\_ 20 \_\_, before me personally appear

\_\_\_\_\_ the **irojlaplap**, known to me, who did severally acknowledge that he/she severally executed the foregoing GROUND LEASE AGREEMENT and release of rights of dower respectively, as their own free act and deed.

\_\_\_\_\_  
Notary Public

On this \_\_\_ day of \_\_\_\_\_ 20 \_\_, before me personally appear

\_\_\_\_\_ the **irojedrik**, Kown to me, who did severally acknowledge that they severally executed the foregoing GROUND LEASE AGREEMENT and release of rights of dower respectively, as their own free act and deed.

\_\_\_\_\_  
Notary Public

On this \_\_\_ day of \_\_\_\_\_ 20 \_\_, before me personally appear

\_\_\_\_\_ the **alab**, known to me, who did severally acknowledge that they severally executed the foregoing GROUND LEASE AGREEMENT and release of rights of dower respectively, as their own free act and deed.

\_\_\_\_\_  
Notary Public

On this \_\_\_ day of \_\_\_\_\_ 20 \_\_, before me personally appear

\_\_\_\_\_ the **senior dri jermal**, known to me, who did severally acknowledge that they severally executed the foregoing GROUND LEASE AGREEMENT and release of rights of dower respectively, as their own free act and deed.

\_\_\_\_\_  
Notary Public

On this \_\_\_ day of \_\_\_\_\_ 20 \_\_, before me personally appear

\_\_\_\_\_ the **Lessees**, known to me, who did severally acknowledge that they severally executed the foregoing GROUND LEASE AGREEMENT and release of rights of dower respectively, as their own free act and deed.

\_\_\_\_\_  
Notary Public

My commission expires on the \_\_\_ day of \_\_\_\_\_, 20 \_\_.

**BUJEN LEASE ION MOTTAN IN**  
\_\_\_\_\_ **WETO**

LEASE IN BWIREJ IN ej komman im weppen ilo \_\_\_\_\_ raan in \_\_\_\_\_ 20 \_\_\_\_ ikotan, \_\_\_\_\_, ilo air iben dron einwot Lessee (“eo ej Lease”), im mailing address eo an ej P.O. Box, \_\_\_\_\_, im IROJLAPLAP, IROJEDRIK, (elane ewor) ALAB, IM SENIOR DRI JERBAL, Lessors, (“Ro rej kabijer maron”).

ILO AIR ETALE kwon in kalimur kein air non dron iloan lease in, aolep rein rej erra ibbendron einwot in:

#### SECTION 1.

**Lelok maron im melele ko nan kojerbale Jikin eo.** Ro rej kabijer maron rej lelok non ro rej lease im ro rej lease rej bok jen ro rej kabijer maron aolep maron ko (nan komman jabrewot wewin im un ko rejejit im ekkar ioumin kien) ion mottan in, \_\_\_\_\_ **Weto,** \_\_\_\_\_, **Majuro Atoll**, republic of the Marshall Islands, ekoba aolep maron ko nan ito-tak im makitkit ion jikin ko im rej alikar ilo komlele ko rej walok ilo **EXHIBIT “A”** eo im ej ekkejil tok ilo kwon in.

#### SECTION 2.

**Tore eo ej jerbale Lease in iloan.** Tore eo enaj jerbale Lease in ej iloan \_\_\_\_ yio, ijino ilo \_\_\_\_ ran in \_\_\_\_\_ 20 \_\_\_\_ im naj jemlok ilo \_\_\_\_ ran in \_\_\_\_\_ 20 \_\_\_\_, lukon bon, ijellokin wot ne ear wor juon kwon nan kabwijerake ak bar kaitokloke, einwot an alikar ilo lease in.

#### SECTION 3.

**Wonen Kojerbale.** Ro rej Lease rej erra in kolla noan Ro rej kabijer maron wonen air kojerbale ijin kin drettan in \_\_\_\_\_ juon acre ilo juon yio. Emwij erra iben dron kake bwe drettan jikin in ej \_\_\_\_\_ acre. Kin menin, wonen juon yio. Kolla ko rej aikuj komman ilo kajojo quarter ilo 15 ran in January, April, July, im October jino ilo, \_\_\_\_\_. Koll ko rej aikuij ilok nan ro rej kabijer maron kein nan ajej e ekkar nan karok ko iumin kien eo an Republic of the Marshall Islands, ekoba kwon im karok ko ekkar nan manit.

#### SECTION 4.

**Kakirmol Maron ko im Annak in Jokwe ilo Jokane im Aineman.**

Ro rej kabijer maron ion weto in rej kamol ke jikier ijin konono kake, eonwot an walok ilo Section 1, im rej konono ilo etan aolep armij ro ewor air bar maron ekkar nan jimwe im karok ko iumin kien, ekobalok jimwe im maron ko ekkar nan manit, im bwe er ro rejejit im rekka bwe ren kommane lease in. Ro rej kabwijer maron rej kalimur im kamol ke toon wot an ro rej lease kommani kolla ko, im barreiwot lori karok ko iumin lease in, eban wor menin kabanban ko renaj walok nan ro rej lease im bwe renaj jokwe ilo jokane im ainemman toon wot an lease in jerbale.

SECTION 5. **Maron ion im Jerbale in Etale.** Ro rej Lease renaj kabijer elap maron im eddo ion jikin in, botap enaj wor an ro rej kabijer maron ko ilo weto in maron in drelon



tok ion bwirej in, kin un ko rekkar im emwij kojjele kaki nan ro rej Lease, nan air etale jikin in im lale elane ej jermal ekkar nan karok im kwon ko emoj karoki.

SECTION 6. **Jermal in Ekkal.** Ewor an Ro rej Lease maron in kajutoak moko im jabrewot men ko renaj kokmanman lok moko, rubi ak komakiti. Aolep jermal in ekkal ko im bareinwot menin wonmanlok ko jet renaj bed wot im an Ro rej Lease, ijelokin wot ne eor komlet kake ilo lease in.

SECTION 7 **Kobij ko.** Ro rej Lease rejab aikuij jolok kobij ion jikin in ijelokin wot ne kobij ko rej itok jen jermal in ekkal ko, jermal in kokal im kokmanman lok ko, im ko im rej itok jen moko rej rubi, im ejamin naj wor air bwir kin jabrewot jorren enaj walok jen moko rej rubi, kokmanmani lok, ak kaliki.

SECTION 8. **Owoj ko, wonen jarom, dren, im telephone.**

Ro rej Lease renaj bok (deduct) income tax ko (owoj ko an kien) jen wonen lease eo im kollaiki lok nan Kien. Ro rej Lease renaj aikuj kommani kolla im owoj ko rejelet jikin in ba kake nan kajojo ra ko an Kien, ko im kolla ak owoj kein rejeleti, ekoba lok kolla ko ikijien dren, jarom im telephone.

SECTION 9. **Mron an Ro rej Lease nan jortoklik kin jikin eo rej Lease ie.** Ro rej Lease remaron jortoklik kin lease in (Mortgage) ikijien aolep muri ko aer, ekoba muri ko iben **Marshall Islands Development Bank** (MIDB), ak ro renaj bok jikin.

SECTION 10. **Kadrelon ro jet ak kotlok air kojerbale.**

Ro rej Lease remaron kadrelon tok ak kotlok aolepen ak jidrik in jikin eo nan an ro jet kojerbale.

SECTION 11. **Bwir nae.** Naj jamin na ruon Ro rej Lease mae ien Ro rej kabwijer maron renaj lelok un ko ilo jeje, 90 ran moktalok, im bwe Ro rej Lease relikjab in kajimwe bwir eo iumin 90 ran, ak elane bwir eo ej juon eo im ebwin an kajjimwe ilon 90 ran im ro rej Lease rar jab maron in komman kajimwe ilon 90 ran, im bwe rar jab kajjion buk-bukot wewin ko nan kajimwe bwir eo.

SECTION 12. **Kojjele.** Jabrewot kojjele, pepa in melim, drorlok maron ak ennan ko jet im rej aikuij in ajej-to ajej-tak ak driwojlok nan jabrewot armij ro ewor air ilo bujen in, rej aikuij bwe ren bed ilo jeje. Kojjele kein rej aikuij kajimwe lok nan armij ro tellokier, ilok ilo telegram, telex ak cable, ak jilkini lok ilo registered ak certified mail im en wor pepa in kamol ke emoj air ilo ilo (i) aer kajjimwe lok nan armij eo tellokin, nat eo ear etal nan armij eo kojjele eo an, (ii) elane ear etal ilo telegram, telex ak cable, im nat eo ear etal, ak (iii) elane ear etal ilo mail, 10 ran in jermal elkin ien eo ear dreton ilo mail ko an Republic of the Marshall Islands. kojjele rot in ej aikuij in bed address eo an armij eo ej ilok kojjele eo nane einwot an alikar ilo lease in.

SECTION 13. **Kelet nan bar kokele.** Emoj lelok maron nan ro rej Lease elane rekonan wonmanlok wot im bar kokele lease in ilon juon tore eo aitokan ej \_\_\_\_yio, iumin ejja

kwon im karok ko wot rej walok ilo lease in (ijelokin kwon im karok ko rej walok ilo Section in) kin juon wonen eo enaj weppen ikotan ro rej kabwijer maron im ro rej Lease einwot an kemlet ilo Section 3 in lease in. Elane ro rej Lease renaj kelet bwe renaj kojerbal maron in, rej aikuij kojje laik ro rej kabijer maron kin konan in aer ilowan 30 ran mokta jen an jemlok kitien lease in.

**SECTION 14. Bok kin maron an kien.**

Elane eor mottan weto in enaj moj kojenoloke ak boke kin maron eo an kien (eminent domain), enaj wor an ro rej Lease maron in kojemlok lease in elkin 90 ran elkin an ilok juon kojje laik ilo jeje nan ro rej kabwijer maron. Elane ejamin jemlok lease in, einwot an alikar ijin ilon, ak enaj wonmanlok wot ilo mottan eo kien ejjab aikuj i, innem ro rej kabwijer maron rej erre iben dron bwe wonen lease eo enaj driklok ekkar nan jonan eo ebed elikin an kien bok ijo eaikuji.

**SECTION 15. Maron ion menin ekkal ko ilo ien eo ej jemlok kitien Lease in.** Ilo ien eo ej jemlok lease in ekkar nan Section 11, (Default/Bor nae), Ro rej lease renaj wia kake nan ro Rej kabwijer maron im ro rej kabwijer maron renaj wiaki jen Ro rej lease jabrewot moko ak manin ekkal ko ro rej Lease rar kaliki ion jikin in ilo tore eo lease in ear jermal kin juon wonen eo emman im bo buruon aolep kake. Elane party kein rejab erra ilo juon wonen, inem karok in wonen eo enaj komman jen juon jar in kolajrak (arbitration) ekkar nan kien ko an Republic of the Marshall Islands. Elane enaj jemlok kitien lease in kin un ko jet, ro rej kabwijer maron enaj ir ro air moko emwij kaleki im menin ekkal ko jet rej jutak ion jikin eo, botap ro rej lease eor air maron in bok men ko iloan moko im jikin in ba kake (furniture & equipment).

**SECTION 16. Kojemloke.**

Enaj wor an ro rej Lease maron in kejemlok lease in im korol lok bwidrej eo nan ro rej kabwijer maron elkin 90 ran elkin an ilok juon kojje laik, ilo jeje, nan ro rej kabwijer maron ikijien konan in aer.

**SECTION 17. Bar kojeblaklok jikin eo.**

Elkin an jemlok ak bwijrak kitien lease in, ro rej Lease rej aikuij bar kojeblak lok jikin eo ilo aineman im bwe enaj mejal ro rej Lease jen jabrewot eddo ko iumin lease in eo im enaj jejit kitien ilo ran eo ej jemlok kitien lease in, im bwe kolla ko ikijien wonen lease eo, owoj ko, im wonen ko jet naj komman ekkar nan tore eo lease eo enaj jemlok

**SECTION 18. Kejermal Jikin in Elkin an jemlok Kitien.** Elane ro rej Lease renaj wonmanlok wot im kejerbale jikin in elkin an jemlok kitien Lease eo, inem ej alikkar bwe ro rej Lease rej wonmanlok wot im kojerbal maron eo aer, einwot an walok ilo Section 13 ijin ilon. elane ro rej Lease renaj wonmanlok wot im kejerbale jikin in elkin an jemlok term

eo kein karuo, inem ro rej Lease renaj kojjerbal jikin in iumin kwon ko im rej juon year aitokair im naj komman jen ien nan ien. Ro rej kabijer maron im ro rej lease rej erra iben dron bwe renaj lori aolepen karok im kwon ko iumin Lease in, im bwe kwon ko ikijien wonen lease renaj komman ekkar nan Section 13 ijin ilon.

SECTION 19. **Dri binej jenkwon.** Ilo an lease in jerbl ej kitbuj ro renaj jolet, binej jenkwon, jermal nan, jermal ilo etan, im ijiton in ro rej Lease im ro rej kabwijer maron.

SECTION 20. **Ukok nan kajin im kien eo ej jermal iumin.** Aolep kajin ko ilo lease in rej aikuij ukok nan melele eo ebiroro, im en ilo melele eo ebak tata, im en jab emman wot nan Ro rej Lease ak en bareinwot nan Ro rej kabwijer maron. Lease in ej aikuij jermal iumin kien ko an republic of the Marshall Islands.

SECTION 21. **An maron wor kitien im jermal wot.** elane enaj wor jabrewot ian karok, kalimur, ak kwon ko iloan lease in naj kajej tokjen ilo jabrewot jikin ikajet, wewin in ejamin jelet kwon, kalimur, im karok ko jet, elane wewin eo ejamin kajej tokjen maron im jimwe ko an ro rar ejake kwon in ikijien karok, kalimur, im kwon ko rejimwe im jej-jet ilo kwon in.

SECTION 22. **Korolok maron im jimwe ko.** Ilo an ro rej lease ak ro rej kabwijer maron ko korolok jimwe im maron ko aer nae bwid ko rej walok ikijien jabrewot kwon, kalimur, ak karok ko iloan lease in, ejjab melele in bwe wewin in enaj bar komman ilo tore ko tok elik

SECTION 23. **Koba in.** Lease in ej koba in aolepen kwon im karok ko rar komman ikitan party kein ruo, im bwe ejelok oktak, kakkobaba ak jenij enaj komman ijelokin wot ne enaj moj kabene ilo juon kon eo ebed ilo jeje.

**NAN KAMOLE,** emoj an Ro rar komane kwon in koweppen lease in ilo ran im yio eo emwij an jeje ijin ilon.

LESSOR RO :

LESSER RO:

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Etan:  
Irojlaplap

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NAME:

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Etan:  
Irojedrik

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NAME:

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Etan:  
Alab

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Etan:  
Seniro Dri Jerbal

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