



PORT OF GUAM
ATURIDATI PUETTON GUAHAN
Jose D. Leon Guerrero Commercial Port
1026 Cabras Highway, Suite 201, Piti, Guam 96925
Telephone: 671-477-5931/35 Facsimile: 671-477-2689/4445
Website: www.portguam.com



Lourdes A. Leon Guerrero
Governor of Guam
Joshua F. Tenorio
Lieutenant Governor

Questions & Responses

IFB-PAG-015-22

Insurance Coverage for The Port Authority of Guam

August 29, 2022

Questions received via e-mail on August 22, 2022 by AM Insurance

Q1: We are in receipt of the caption bid documents and would like to further clarification from the Port on the coverages being requested. The bid documents do not specify what coverages are being sought and required. Is it the Port's intention to maintain the same coverages? See attachment.

Response: Yes, the Port seeks the same coverage. See Attachment #1

Q2: Furthermore, we are seeking confirmation if the caption bid is an "all or none" submission. On page 23; item number 7 in the General Terms and Conditions it states as follows:

[X] "ALL OR NONE" BIDS: NOTE: By checking this item, the Government is requesting all of the bid items to be bid or none at all.

Then on page 32; item number 1 in the Instructions page, it states as follows:

1. This is not an all or nothing bid, Bidders may offer quotes for any one or all coverages for the five-year term. PAG at its sole discretion may elect to accept the lowest overall price for each insurance required, or select bundle whichever is less costly to the Port

Response: This is not an all or none bid. See Amendment #1

Questions received via e-mail on August 24, 2022 by AM Insurance

Q3: Updated copy of the Port Authority's Lease Agreement Contract(s). The contracts that were given last year and have expired. If any updates to these contract or any others, please provide us with a copy.

Response: See Attachment No. 2

Q4: Under the D&O Crime Insurance, request confirmation on the following:

1. No entity (including subsidiaries and joint ventures) domiciled in the Russian Federation?
2. No goods being sold to entities in the Russian Federation?
3. No services being provided in the Russian Federation or Black Sea?
4. No natural persons residing in the Russian Federation?

Response: Port answers and confirms a response of no to all questions 1-4 in your inquiry.



RORY J. RESPICIO,
General Manager

ACKNOWLEDGEMENT

COMPANY: _____

NAME: _____

DATE/TIME: _____



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**OPEN SPACE
LEASE AGREEMENT**

No. 2022-032

This Space Lease Agreement is entered this 1st day of July, 2022 by and between **PORT AUTHORITY OF GUAM**, hereinafter referred to as "Lessor", and **Micronesia Divers Association Inc. (MDA)**, hereinafter referred to as "Lessee."

WITNESSETH

FOR AND IN CONSIDERATION of the payment of rent and of the covenants, terms and conditions hereinafter provided, the Lessor hereby leases to the Lessee the following property:

The portion shown on the attached sketch marked as exhibit "A", containing an area of approximately 2,000 square feet of Open Space, located at Outhouse Beach, along Route 11, at the Port Authority of Guam Commercial Port.

Hereinafter referred to as the "Property": subject however, to the encumbrances of record.

1. **TERM OF LEASE:** The terms and provisions of this Lease shall be for a period not to exceed six (6) months, commencing on July 1, 2022 and shall terminate on December 31, 2022, unless this Lease is sooner terminated by either party as herein provided. Provided that Lessee is not in default in the performance of this Lease, this Lease may be renewable for an additional term not to exceed one (1) year provided that Lessee gives written notice to the Lessor no less than sixty (60) days prior to the expiration of the Lease or renewal period.

Notwithstanding the commencement date of this Lease, if for any reason Lessor is unable to deliver possession of the Property to Lessee on said commencement date, Lessor shall not be subject to any liability therefore, nor shall such failure affect the validity of this Lease or the obligations of Lessee hereunder or extend the term hereof, but in such case Lessee shall not be obligated to pay rent until possession of the Property is tendered to the Lessee. If Lessee occupies the leased Property prior to said commencement date, such occupancy shall be subject to all provisions hereof, such occupancy shall not advance termination date of this Lease, and Lessee shall pay prorated rent for such period at the initial monthly rates set forth below.

2. **RENTAL:** Lessee hereby covenants and agrees to pay to Lessor during the term of this Lease, without prior notice or demand, rent as delineated in **Fee Schedule Attachment Exhibit B**: The rental payments are due and payable on the first day of each month in a single lump sum amount without set-offs or deductions at the offices of Lessor or other places as Lessor may from time to time designate by written notice given to Lessee. If the Lease does not commence on the first day of the month, rental for the first fractional month shall be prorated and shall be payable on the commencement of the term hereof and the rental for the last fractional month shall be payable on the last fractional month.

3. **USE OF PROPERTY;** The Lessee shall use and occupy the Property for the sole

purpose of dive training for recreation and for no other purpose.

The Lessee shall not use the Leased Property for storage, handling, or disposal of pollutants, toxic substances, and hazardous waste; provided that Lessee may use the Property for the storage, handling or disposal of pollutants or toxic substances in such limited quantities and in such manner as is customary for Lessee's intended operations so long as such use is not in violation of any federal or territorial law, regulation, rule or order. Lessee shall comply with all present and future laws, ordinances or regulations applicable to the leased Property and shall not commit or suffer waste on the leased Property, or use or permit anything on the leased Property which may be unlawful, or constitute a private or public nuisance, or conflict with, invalidate or increase the cost of any of Lessor's fire and extended insurance coverage, or which may be dangerous to persons or the property of the Lessor or other tenants of Lessor, their agents, servants, employees, and customers. The Lessee shall comply with any and all federal and territorial applicable statutes, regulations, rules, orders or directives concerning the use of the Property and safety of the work place. Lessee specifically agrees to comply with the Occupational Safety and Health Act of 1970 (29 USC Section 651 et seq.) and rules and regulations promulgated pursuant thereto. Lessor does not provide any warranties to Lessee regarding the condition of the leased Property and Lessee agrees to accept the Leased Property in its existing state and condition without regard to the use for which Lessee will use the Leased Property. Lessee is solely responsible for obtaining permits related to Lessee's particular use of the leased Property. Lessee acknowledges that Lessor has made no representations or warranties as to the suitability of the leased property for the conduct of Lessee's business.

4. **INTEREST ACCRUED UPON LATE PAYMENT OF RENT OR OTHER AMOUNT DUE:** If any installment of rent or any other sum due by Lessee to Lessor is not received by Lessor from Lessee by the fifth (5th) day of the month then interest shall accrue on the late payment at the rate of two percent (2%) per month. Payment of such interest shall not excuse or cure any default by Lessee under this Lease.

5. **SECURITY DEPOSIT:** The Lessee shall deposit with the Lessor the sum of **ONE THOUSAND ONE HUNDRED SEVENTY-SIX and 00/100 US Dollars (\$1,176.00)** as a security deposit, to be held by the Lessor during the term hereof and any extension of said term, without interest, as security for the payment of rent and the faithful performance by the Lessee of all of the terms, covenants and conditions of this Lease. Said deposit shall be returned to the Lessee within thirty (30) days after Lessee has surrendered possession of the Property to the Lessor if the Lessee is not then in default of any of the provisions of this Lease; and provided that, if at any time during the term of this Lease any of the rent or charges herein are overdue and unpaid or the Lessor has sustained any loss or damage due to any breach of covenant by the Lessee, the Lessor may, at its option, appropriate and apply all or any portion of said deposit to the payment of such overdue rent and charges or loss or damage sustained by the Lessor; provided, further, that if the Lessor should appropriate and apply all or any portion of said deposit for purposes aforesaid, the Lessee shall, upon written demand of the Lessor, remit to the Lessor a sufficient amount of cash to restore said security to the original sum deposited and the Lessee's failure to do so within five (5) calendar days of notice of such demand shall constitute a breach of this Lease for which the Lessor may, at Lessor's option, terminate this Lease.

6. **UTILITIES, TAXES AND ASSESSMENTS:** The Lessee is responsible for and shall pay on a timely basis when due and payable, all water, power, light, sewerage, refuse collection, taxes,

assessments and other utilities and public charges arising thereto, levied or assessed against the Property, or arising by reason of the occupancy, use or possession of the same. If Lessor is billed directly and pays for any of these charges, Lessee shall reimburse Lessor for the amount paid no later than five (5) days after receiving Lessor's invoice. If the Lessee, in good faith, shall contest such payment, the Lessee must make payment and file in the name of the Lessor all such protests or other instruments and commence or prosecute proceedings for the purpose of each contest. If the Lessee's Property are not separately metered, then the Lessor shall have the option or right, but not the obligation to have separate meters installed for water or power at Lessor's cost. Otherwise, the Lessor shall determine the amount of water or power consumed by the Lessee and shall charge or invoice, the Lessee the amount the Lessor reasonably determines to be fair and equitable.

7. **IMPROVEMENTS:** The Lessee shall not make, construct or rebuild any improvements on the property without the prior written approval of the Lessor which approval shall not be unreasonably withheld. In the event the Lessor consents to the Lessee placing improvements on the property, the improvements shall be made at the sole cost and expense of Lessee and in compliance with all applicable building codes Lessee shall be required to post performance and payment bonds to assure the Lessor that all work shall be completed free and clear of any mechanic's liens and encumbrances and that all parties shall be paid thereon. All bonds shall be with an insurance company doing business on Guam and such company shall be to full satisfaction of the Lessor. The form and substance of all bonds must also be to the satisfaction of the Lessor. **The Lessor must first approve all plans, drawings and specifications.** Upon the termination of this Lease, all such improvements shall become the property of the Lessor; provided, however, that UNLESS Lessor has previously consented to any such improvement remaining on the Property upon the Lessor's request at any time up to five (5) days after the termination of the Lease, the Lessee shall at the Lessee's sole cost remove any and all improvements placed thereon by the Lessee and restore the Property back in good and clean order, condition and level grade and pay all costs and expenses of repairing any damages to the Leased Property caused by their removal. As to the removal of any improvements or buildings on the Property, such shall require the prior written consent and approval of the Lessor; provided that if Lessor fails to give such approval, Lessee shall be released from its removal obligation. All improvements and buildings placed thereon shall be maintained at all times in good order and condition to the satisfaction of the Lessor.

8. **MAINTENANCE AND REPAIRS:** Lessee admits by entering into possession of the leased Property under this Lease that the leased Property is in a clean, good and safe condition and repair and upon termination of this Lease the Lessee shall surrender the leased Property to the Lessor in good condition and repair as the leased Property is as of the date of execution of this Lease, reasonable wear and tear and ordinary deterioration and loss or damage expected.

- 1) The Lessee shall, at its own expense, at all time during said term of this Lease, repair, maintain and keep the Property including but not limited to the building, driveway and parking area in a clean, good and safe order, condition and repair, reasonable wear and tear expected.
- 2) If the Lessee fails to maintain the Property in the state, condition and repair as set forth above, the Lessor shall notify Lessee in writing of any deficiency and if Lessee fails to promptly correct the situation, Lessor shall notify Lessee in writing of any deficiency and if Lessee fails to promptly correct the situation, Lessor may, at Lessor's option, cause such cleaning or maintenance to be made to restore the Property to the clean and orderly condition as set forth above, and in such event, the Lessee agrees to pay upon demand by the Lessor all of the costs and expenses plus twenty percent of all costs and expenses incurred in

connection therewith; and after demand, interest at the rate of two percent (2%) per month until said amount has been paid by the Lessee.

- 3) Lessee agrees to permit the Lessor and its agents to enter the Property or any part thereof at all reasonable hours for the purpose of examining the same or making such repairs or alterations as may be necessary; provided that unless the situation does not permit prior notice to be given, Lessor shall notify Lessee in advance of any such proposed entry and shall to the extent reasonably possible minimize any interference with Lessee's operations on the Property.

9. **LIABILITY INSURANCE:** The Lessee agrees to procure and maintain in force during the term of this Lease and any extension thereof, at its expense, public liability insurance, in companies and through brokers authorized to do business in Guam, in a minimum amount of Five Hundred Thousand Dollars (\$ 500,000.00) for each person injured, One Million Dollars (\$ 1,000,000.00) for any one accident, and Two Hundred Thousand Dollars (\$200,000.00) for property damage. Certificates of insurance shall be delivered to the Lessor and shall state that should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the Lessee's policy provisions. If any claims covered by the insurance policies purchased by the Lessee arises, it is understood and agreed that the Lessee's policies shall be primary before any of the Lessor's policies. The Lessee's failure to provide and maintain insurance coverage, as set forth herein shall be a breach of the conditions of this Lease and a default of this Lease shall result in an automatic termination of this Lease. In the event of such termination, the Lessee shall immediately vacate the premises.

10. **INDEMNITY:** The Lessee hereby agrees to release, indemnify and to hold Lessor harmless and free from and against any and all loss, expense, cost, damage or liability, whatsoever sustained by person or property and against any and all claims of third persons for damages arising out of Lessee's use of the Property, and for any and all damages paid out by Lessor resulting from a reasonable settlement of any claim or judgment, as well as for all costs, expenses and attorney's fees incurred in connection therewith. However, Lessee's obligations to indemnify Lessor shall not apply if such loss, injury, damages, claim or liability are proximately caused by Lessor's material breach or negligence or by the willful misconduct of Lessor.

11. **LIABILITY FOR ENVIRONMENTAL HAZARDS:** (a). Lessee agrees to indemnify and save harmless Lessor, Lessor's successors and assigns and Lessor's present and future officers, directors, employees and agents from and against any and all liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of actions, suits, judgments, and costs and expenses incidental thereto (including cost of defense, settlement, reasonable attorney's fees, reasonable consultant's fees and reasonable expert fees), which Lessor may hereafter suffer, incur, be responsible for or disburse as a result of, directly or indirectly caused by or arising out of any Environmental Hazards existing on or about the Property to the extent that any such existence is caused by Lessee's, present or future activities on the Property, including, but not limited to:

- (1) Any governmental action, order, directive, administrative proceeding or ruling;
- (2) Personal or bodily injuries (including death) or damage (including loss of use) to any premises (public or private);
- (3) Cleanup remediation, investigation or monitoring of any pollution or

contamination of or adverse effects on human health or the environment; or

- (4) Any violation or alleged violation of laws, statutes, ordinances, orders, rules or regulations of any governmental entity or agency (collectively "Environmental Liabilities").

(b). Lessor agrees to indemnify and save harmless Lessee, Lessee's successors and signs and Lessee's present and future officers, directors, employees and agents from and against any and all liabilities, penalties, fines, forfeitures, demands, damages, losses, claims, causes of action, suits, judgments, and cost and expenses incidental thereto (including cost of defense, settlement, reasonable attorney fees, reasonable consultant's fees and reasonable expert fees), which such parties may hereafter suffer, incur, be responsible for or disburse as a result of, directly or indirectly caused by or arising out of any Environmental Hazards existing on or about the Property at the commencement of the Lease or caused by Lessor, including, but not limited to the items in subparagraphs (1) through (4) of the above paragraphs.

The term "Environmental Hazards" shall be defined as hazardous substances, hazardous wastes, biological and medical wastes and by-products, radioactive and electromagnetic emissions, chemical pollutants, asbestos, polychlorinated biphenyl (PCBs), petroleum or other fuels (including crude oil or any fraction or derivative thereof) and underground storage tanks. The term "hazardous substances" shall be defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA," 42 U.S.C. Section 9601, et seq), and any regulations promulgated pursuant thereto. The term "pollutants" shall be defined in the Clean Water Act (33 U.S.C. Section 1261 et seq.) and any regulations promulgated pursuant thereto. This provision shall survive termination of this Lease.

(c). In the event any Environmental Hazards are found at any time to be in existence on or about the Property other than any Environmental Hazards whose existence is caused by Lessee's activities on the Property, both Lessor and Lessee shall have the right to terminate this Lease by so notifying Lessee in writing. Any such termination shall be coordinated so as to avoid unnecessary disruption to Lessee's operations.

12. DAMAGE OR DESTRUCTION TO PROPERTY DUE TO CASUALTY:

- a. **To Lessee's property.** Lessee accepts full and sole responsibility for any damages to property as may be caused by fire, earthquake, typhoon, or other disaster natural or otherwise. Lessee hereby waives any claims for such damages against Lessor.
- b. **To the Property:** If as a result of a fire, earthquake, typhoon, or other disaster natural or otherwise the Property becomes unsuitable for Lessee's use as described herein, Lessee may terminate this Lease. If as a result of any damage either to the Property or to the building of which they are a part the Lessor determines to demolish or rebuild the Property or the building of which they are a part, then and in such event the Lessor may terminate this Lease. If either the Lessor or Lessee shall opt to terminate this Lease pursuant to this section, the terminating party shall notify the other party of its intended termination within sixty (60) days after the casualty in question. If the Lessor elects to terminate this

Lease, such termination shall be effective upon not less than five days written notice to Lessee, and the Lessee shall thereafter immediately vacate the Property and surrender the same to the Lessor, and shall be responsible for such rent as may be due to the date of termination. If the Lessor does not elect to terminate this Lease, the Lessor shall repair and/or rebuild the Property as promptly as possible, subject to any delay from causes beyond Lessor's reasonable control, and the term shall continue in full force and effect, subject to equitable abatement in the fixed minimum monthly rental from the time of said damage or destruction until said Property are repaired or restored.

13. COMPLIANCE WITH ALL APPLICABLE RULES AND REGULATIONS: Lessee shall, during the term of this Lease, comply with all present and future laws, ordinances, orders, rules, regulations and requirements of the federal or territorial governments or any of their agencies with respect to the installation, maintenance and operation of Lessee's antenna system. Lessee agrees to hold harmless and indemnify Lessor from any and all fines or other liability associated with the installation, maintenance, or operation of Lessee's antenna system. Issuance of any notices of fines or violations from any governmental agency for a violation of any applicable law, ordinance, order, rule, regulation, or requirement associated with the installation, maintenance, or operation of Lessee's antenna system, if not fully resolved to the reasonable satisfaction of Lessor within five (5) days of receiving such notice, shall be considered default of the terms of this Lease and grounds for termination of the Lease upon thirty (30) days prior written notice from Lessor. Lessee shall, within five (5) business days of written demand by Lessor, produce for Lessor's inspection any copy of business licenses, permits, or other written documents that evidence Lessee's compliance with applicable laws, rules, or regulations or Lessee's authority to operate its antenna system. Failure of Lessee to produce documents as described in this section shall constitute a material breach and default of the terms herein and grounds for immediate termination of the Lease.

14. DEFAULT: Time is of the essence and the Lessee shall automatically be in default of this Lease if:

- a. The Lessee shall fail to pay any installment or rent hereby reserved or shall fail to pay any taxes or other charges required to be paid by the Lessee within five (5) days after the due date under the terms of this Lease;
- b. The Lessee shall materially breach any material term, provision or covenant of this Lease; whether such breach is material shall be determined by Lessor;
- c. Lessee abandons the Property for more than thirty (30) consecutive days; or
- d. The Lessee shall become insolvent or file for bankruptcy.

In the event of Lessee's default, Lessor reserves the right to immediately terminate this Lease for cause.

15. REMEDIES: Upon the occurrence of any event of default specified in Paragraph 14 above, the Lessor may immediately terminate this Lease for cause by giving Lessee five (5) days written notice to quit and vacate the property. Lessor may enter in, onto and upon the leased Property and take possession of all buildings, fixtures and improvements, and evict the Lessee without liability for trespass. Lessee shall be liable for all sums due to Lessor as a result of Lessee's obligations

under the terms of the Lease, including but not limited to all rent and fees. The remedies herein shall not prejudice the Lessor's other rights and remedies at law or equity.

16. **SUBLEASE AND ASSIGNMENT:** The Lessee shall not have the right to assign or sublet this Lease without the written consent of the Lessor; provided that Lessor consents to an assignment to an affiliate of Lessee. The Lessor shall have the right to withhold its consent for any reason whatsoever and shall not be bound to justify or produce any reasons or justifications for such withholding of the consent.

17. **ACCORD AND SATISFACTION:** No payment by the Lessee or receipt by the Lessor of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of rents due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction, and the Lessor may accept such check or payment without prejudice to the Lessor's right to recover the balance of such rent or pursue any other remedy provided in this Lease. In the event that the rent or any other monies, which are due hereunder by the Lessee, are delinquent, the Lessor may, upon the receipt of any payments, apply them to any account or period it shall determine in its discretion.

18. **WAIVER OF BREACH:** The failure of Lessor to seek redress of violation of, or to insist upon the strict performance of any covenant or condition of this Lease or other rules and regulations, shall not prevent a subsequent act, which would have originally constituted a violation from having all the force and effect of an original violation. The receipt or acceptance of rent payments by Lessor with knowledge of breach of any covenant of this Lease shall not be deemed a waiver of any such breach. No provision of this Lease shall be deemed to have been waived by Lessor, unless such waiver is in writing signed by Lessor.

19. **ATTORNEY'S FEES AND COSTS INCURRED TO ENFORCE LEASE PROVISIONS:** Pursuant to 5 G.C.A. Section 6301 (a), in all cases the Government of Guam and its agencies may not be held liable for prejudgment interest, nor for any punitive damages, nor for the attorneys' fees of a claimant. Therefore, in the event of any dispute arising out of this Agreement, it is hereby stipulated and agreed that the parties shall each bear their own costs and fees, including attorneys' fees.

20. **NOTICES:** All notices, as may be required by law or this lease shall, be made by personal delivery or by registered or certified mail, addressed to the proper party as follows:

As to the Lessor: **PORT AUTHORITY OF GUAM**
1026 Cabras Highway
Suite 201
Piti, Guam 96925
(671) 477-5931, Fax: (671) 477-5948

As to the Lessee: **Micronesian Divers Association Inc.**
856 N. Marine Corps. Drive
Piti, Guam 96915
Tel. (671) 482-5010/ (671) 479-4646
Email Address: lee@mdaguam.com

All notices to the Lessee shall be deemed delivered as of the date of the postmark of any mail or

notices properly addressed and registered by the U.S. Post Office provided that such notice and mail is properly addressed, as set forth above, contains sufficient postage and is registered.

21. **TERMINATION OF LEASE** The Lessor or Lessee shall have the right to terminate this Lease whether or not Lessee is in default upon giving thirty (30) days written notice in accordance with 21 Guam Code Annotated Sections §§5101 and 21105. Lessee shall vacate the Property upon termination of the Lease. Lessee shall be liable to Lessor for any and all costs incurred by Lessee to cause Lessee to vacate the Property after the termination of the Lease. Lessee shall be liable for all sums due to Lessor as a result of Lessee's obligations under the terms of the Lease, including but not limited to all rent and fees.

22. **COMPLIANCE WITH ALL APPLICABLE RULES AND REGULATIONS OF LESSOR**: Lessee agrees at all times to abide by the existing regulations of the Lessor and to require all business invitees of the Lessee to observe such regulations and to engage in no activity that is contrary to such regulations. It is further agreed that the Lessor shall have full authority to reasonably determine what activities come within the scope of such regulations.

23. **RELATIONSHIP OF THE PARTIES**: Nothing contained in this Lease Agreement shall be deemed or construed by the parties hereto, or by any third parties, to create the relationship of principal and agent, or a partnership or joint venture, or of any association or relationship other than relationship of Lessor and Lessee.

24. **SEVERABILITY**: If any term, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

25. **AGREEMENT COMPLETE/AMENDMENTS IN WRITING**: It is expressly agreed that this Lease and Exhibits A and B contain all of the terms, covenants, conditions, representations, warranties and agreements between the parties hereto relating in any manner to the use and occupancy of the Property, 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 cannot be altered, changed, modified or added to except in writing signed by the parties hereto.

26. **INTERPRETATION OF LEASE**: The language in all parts of this Lease shall be in all cases construed simply, according to its fair meaning, and not strictly for or against Lessor or Lessee. Captions and paragraph headings are for convenience and reference only, and shall not be deemed to limit or in any manner restrict the contents of the paragraph to which they relate.

27. **GOVERNING LAW**: This Lease shall be governed and construed in accordance with the laws of Guam.

28. **BINDING EFFECT**: This Lease Agreement and the terms, covenants and conditions contained herein shall be binding upon the parties hereto their respective heirs, legal representatives, successors and assigns.

29. **APPLICATION OF THE GOVERNMENT CLAIMS ACT**: The Government Claims Act shall apply to all disputes arising out of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date first above written and its terms effective July 1, 2022.

LESSOR:

LESSEE:

PORT AUTHORITY OF GUAM

MICRONESIAN DIVERS ASSOCIATION INC.

By: *Rory J. Respicio*
RORY J. RESPICIO
General Manager

By: *Lee P. Webber*
LEE P. WEBBER
President

APPROVED AS TO FORM:

By: *Christine Claveria Arriola*
Atty. Christine Claveria Arriola
Port Staff Attorney

ACKNOWLEDGEMENT

Territory of Guam)
Municipality of Tamuning) ss:

On this 13th day of June, 2022 before me, the undersigned notary, personally appeared **Lee P. Webber, President**, and duly authorized representative for **Micronesian Divers Association, Inc.**, and the person whose name is signed on the Lease Agreement, and acknowledged to me that he signed it voluntarily for its stated purpose.

Christian J. Delgado
(Official signature and seal of notary)

)SEAL(



CHRISTIAN J. DELGADO
NOTARY PUBLIC
In and for Guam, U.S.A.
My Commission Expires: **JULY 26, 2025**
645 S Marine Corps Dr Tamuning, Guam 96913

EXHIBIT "B"

**Micronesia Divers Association Inc.
Monthly Fee Schedule**

LOCATION	OPEN	MONTHLY RATE	5% SURCHARGE	NEW MONTHLY RATE
Outhouse Beach	2,000ft2 x \$0.56	\$1,120.00	\$56.00	\$1,176.00



Lee P. Webber
President