



Resettlement Plan

Project Number: 49450-012

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Tonga: Renewable Energy Project Proposed Grant and Administration of Grants

Prepared by Tonga Power Limited and Ministry of Meteorology, Energy, Information, Disaster Management, Environment and Climate Change for the Ministry of Finance and National Planning and the Asian Development Bank

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Contents

EXECUTIVE SUMMARY	1
1. PROJECT DESCRIPTION	5
A. General Description	5
Background.....	5
Tonga Renewable Energy Project (TREP).....	5
B. Description of Project Components.....	6
2. SCOPE OF LAND ACQUISITION AND RESETTLEMENT	7
A . Potential Impacts.....	7
Tongatapu.....	8
Outer Islands	9
B. Summary of Key Impacts	15
3. SOCIOECONOMIC INFORMATION AND PROFILE.....	16
A. Affected People	16
B. Socioeconomic Profile of Project Communities	18
Demography	18
Economy	18
4. INFORMATION DISCLOSURE, CONSULTATION, AND PARTICIPATION	24
B. Consultation with Affected persons and Stakeholders	25
Consultations Held	25
C. Summary of Consultation Results.....	25
D. Disclosure of Resettlement Plan.....	27
E. Arrangements for Consultation during Updating and Implementing RP.....	27
5. Grievance Redress Mechanisms	27
A. General Principles.....	27
B. Grievance Coordination	27
C. Grievance Procedures.....	28
6. LEGAL FRAMEWORK.....	29
A. Land Tenure in Tonga	29
B. Relevant Provisions for Involuntary Resettlement in Tonga	30
C. ADB's Policy on Involuntary Resettlement	30
D. Comparison of Tonga and ADB IR Laws, Regulations and Procedures.....	31
E. Principles and Policies of the Project	34
VI. ENTITLEMENTS, ASSISTANCE, AND BENEFITS	35
A. Entitlements to Compensation	35

B. Calculation of Compensation	35
1. Land	35
2. Food Gardens and Trees	36
3. Other Compensation	36
C. The Valuation Process	36
D. Entitlements Matrix	37
VII. RESETTLEMENT BUDGET AND FINANCING PLAN	38
A. Responsibilities	38
B. Budget Summary	38
VIII. INSTITUTIONAL ARRANGEMENTS	39
A. Project Management Unit	39
B. Design & Construct Contractor (DCC)	39
C. District and/or Town Officer	39
IX. IMPLEMENTATION SCHEDULE	41
Responsibilities to Implement RP	41
A. Pre-Resettlement Activities	41
n Phase	Error! Bookmark not defined.
B. Resettlement Implementation Phase	41
X. MONITORING AND REPORTING	45
APPENDICES:	50
APPENDIX A - LAND DEED FOR MATATOA, TONGATAPU	50
APPENDIX B – LAND TITLES FOR OUTER ISLANDS	52
‘EUA ISLAND	52
Vava’u Island	55
Ha’apai Outer Islands	61
‘O’ua Island	61
Kotu Island	67
Mo’unga’one Island	71
Tungua Island	74
Niuafu’ou Island	77
APPENDIX C – ATTENDANCE LIST	80

CURRENCY EQUIVALENTS

(as of 7 November 2018)

Currency units – Australian dollar/s (A\$)/pa'anga (T\$)

A\$1.00 = \$0.72

\$1.00 = A\$1.3

T\$1.00 = \$0.44

\$1.00 = T\$2.2
7

NOTES

- (i) The fiscal year (FY) of the Government of Tonga ends on 31 December. FY before a calendar year denotes the year in which the fiscal year ends, e.g., FY2011 ends on 31 December 2011.
- (ii) In this report, "\$" refers to US dollars

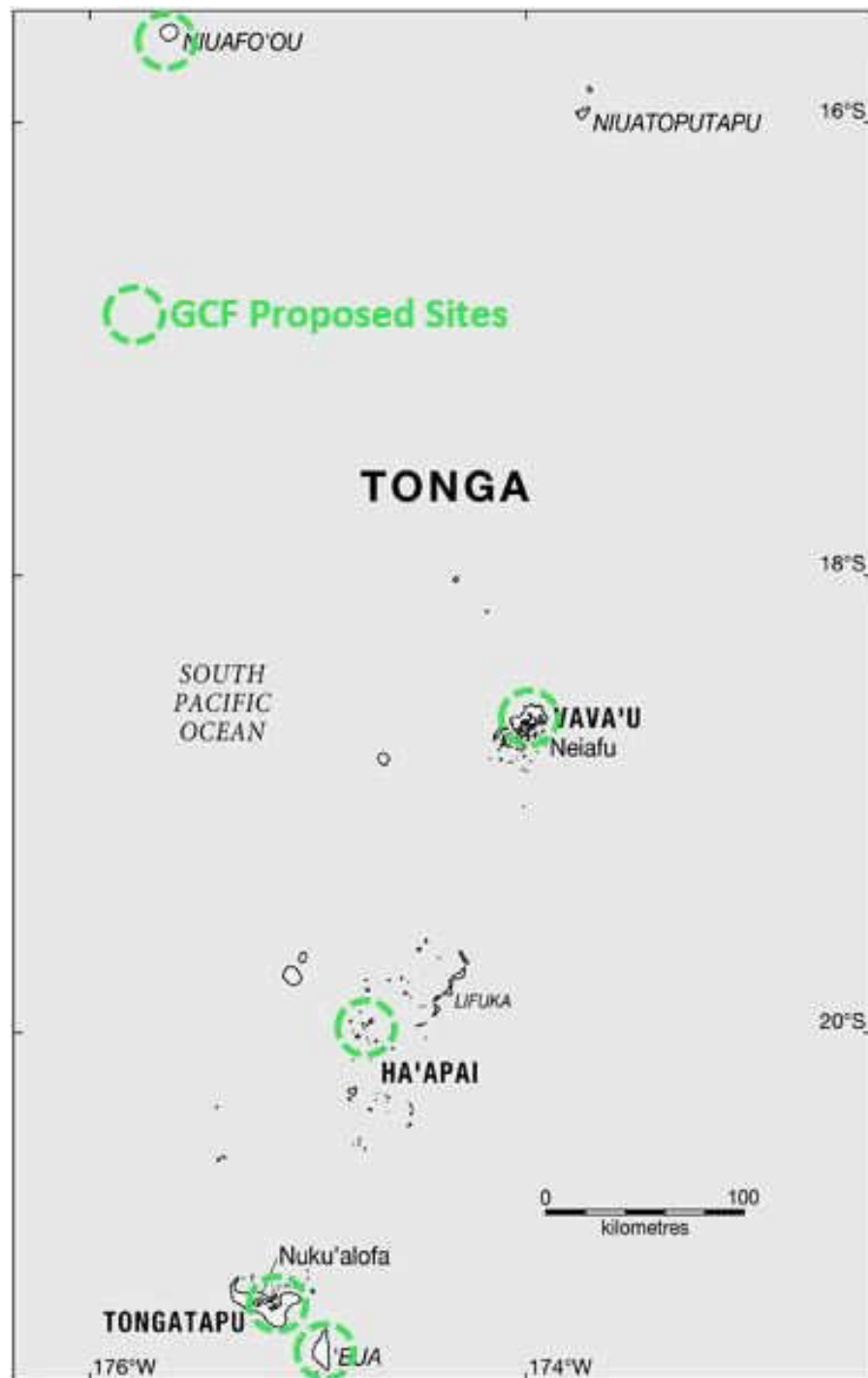
ABBREVIATIONS

ADB	Asian Development Bank
ESU	Environment and Social Unit
GAP	Gender Action Plan
GFP	Grievance Focal Point
GRC	Grievance Redress Committee
LAR	Land Acquisition and Resettlement
MEIDECC	Ministry for Meteorology, Energy Information, Disaster Management, Environment, Climate Change and Communications
MAF	Ministry of Agriculture and Fisheries
MFP	Ministry of Finance and Planning
MLSNR	Ministry of Lands, Survey, Natural Resources
MOI	Ministry of Infrastructure
NGO's	Non-Government Organizations
PMU	Project Management Unit
PSC	Project Steering Committee
SPS	Safeguard Policy Statement
TPL	Tonga Power Limited

GLOSSARY OF TERMS

Affected Persons	A term used to describe all people that are affected by the project impacts. In the context of an RP, it refers to those that are economically or physically displaced by the project. It is increasingly being replaced by the term "Displaced Person" following ADB Safeguard Policy 2009 – but is still in common use in the field. The terms of affected persons (APs) and displaced persons (DPs) are used interchangeably in this document
Compensation	Means payment in cash or kind for an asset to be acquired or affected by a project at replacement cost at current market value.
Cut-off-date	Means the date after which people will NOT be considered eligible for compensation i.e. they are not included in the list of APs as defined by the census. Normally, the cut-off date is the date of the detailed measurement survey.
Displaced Persons	Sometimes referred to as Affected Persons (APs). In the context of involuntary resettlement, displaced persons are those who are physically displaced (relocation, loss of residential land, or loss of shelter) and/or economically displaced (loss of land, assets, access to assets, income sources, or means of livelihoods). This is a result of (i) involuntary acquisition of land, or (ii) involuntary restrictions on land use or access to legally designated parks and protected areas.
Economic Displacement	Loss of land, assets, access to assets, income sources, or means of livelihoods as a result of (i) involuntary acquisition of land, or (ii) involuntary restrictions on land use or access to legally designated parks and protected areas.
Encroachers	Mean those people who move into the project area after the cut-off date and are therefore not eligible for compensation or other rehabilitation measures provided by the project.
Entitlement	means the range of measures comprising cash or in-kind compensation, relocation cost, income rehabilitation assistance, transfer assistance, income substitution, and relocation which are due to /business restoration due to DPs, depending on the type and degree nature of their losses, to restore their social and economic base.
Inventory of losses	It means the pre-appraisal inventory of assets as a preliminary record of affected or lost assets. Also referred to as the detailed measurement survey (DMS).
Land acquisition	It means the process whereby a person is compelled by a public agency to alienate all or part of the land s/he owns or possesses, to the ownership and possession of that agency, for public purposes, in return for fair compensation.
Meaningful Consultation	A process that: (i) begins early in the project preparation stage and is carried out on an ongoing basis throughout the project cycle; (ii) provides timely disclosure of relevant and adequate information that is understandable and readily accessible to affected people; (iii) is undertaken in an atmosphere free of intimidation or coercion; (iv) is gender inclusive and responsive, and tailored to the needs of disadvantaged and vulnerable groups; and (v) enables the incorporation of all relevant views of affected people and other stakeholders into decision making, such as project design, mitigation measures, the sharing of development benefits and opportunities, and implementation issues.
Non-leased (non-titled)	It means those who have no recognizable rights or claims to the land that they are occupying and includes people using private or state land without permission, permit or grant i.e. those people without legal lease to land and/or structures occupied or used by them. ADB's policy explicitly states that such people cannot be denied compensation.
Poor	The poverty line established is T\$1638 per capita per year. It is estimated that 27% of Tongan households received incomes below that line, meaning that they experienced periodic difficulties in meeting their daily costs of living for food and other essential expenditures.
Physical Displacement	Relocation, loss of residential land, or loss of shelter as a result of (i) involuntary acquisition of land, or (ii) involuntary restrictions on land use or access to legally designated parks and protected areas.
Replacement cost	Means the method of valuing assets to replace the loss at current market value, or its nearest equivalent, and is the amount of cash or kind needed to replace an asset in its condition, without deduction of transaction costs or for any material salvaged.
Significant impact	It means 200 people or more will experience major impacts, which are defined as; (i) being physically displaced from housing, or (ii) losing ten per cent or more of their productive assets (income generating).
Vulnerable	It means any people who might suffer disproportionately or face the risk of being marginalized from the effects of resettlement and includes; (i) female-headed households with dependents; (ii) disabled household heads; (iii) poor households (within the meaning given previously); (iv) landless; (v) elderly households with no means of support; (vi) households without security of tenure; (vii) ethnic minorities; and (viii) marginal farmers (with landholdings of five acres or less).

Figure 1: Map of Project Area



EXECUTIVE SUMMARY

The Project is funded by the Asian Development Bank (ADB) and the Green Climate Fund (GCF) and includes the required information specified in the ADB Safeguard Policy Statement, 2009. This Resettlement Plan (RP) has been prepared by Tonga Power Limited (TPL) and the Ministry for Meteorology, Energy Information, Disaster Management, Environment, and Climate Change (MEIDECC) during the preparation of the Tonga Renewable Energy Project (TREP) in March to May 2017 and updated after a further fact-finding mission in August 2018.

The Project is assessed as Category B due to the need to lease private-owned lands and potential impacts to non-land assets, including crops and trees.

The preparation of the RP was carried out with Tonga Power Limited and MEIDECC to identify the proposed solar farm sites based on current and previous feasibility studies undertaken by TPL, the ADB and the NZ Ministry of Foreign Affairs and Trade between 2014 to April 2017. The RP is based on onsite visits, interviews, focus group discussions, and community consultations between March and April 2017 and August 2018. Due diligence for all project sites in the outer islands was conducted by the Ministry of Lands and Natural Resources (MLNR) to ensure land ownership status for each of the proposed nine sites are correct and confirmed.

The project does not involve the physical displacement of people and/or the destruction of physical structures. It will, however, need to access approximately a total of 11.5 acres (4.65Ha) of private lands allotments¹) for Tongatapu and Outer Islands ranging in size from 1,155 sq m to about 20240 sq m per allotment.

This project will help the Government of Tonga to meet its target of 50% renewable energy production by 2020.

Land Requirement

The government approach to securing the land is through a lease agreement, similar to recent ADB projects.

The land required for the project will affect seven land allotments, mainly in the outer islands (Vava'u, 'Eua, Ha'apai and Niuafo'ou). These exclude the two allotments already leased by Tonga Power Limited to build additional battery storage facilities (Popua and Villa). The lands comprised two private land allotments belonging to the King in Vava'u and Niuafo'ou and two in Ha'apai ('O'ua) and 'Eua. One land allotment is situated on the Noble estate in Ha'apai (Tungua). The government owns the remaining two land allotments in Ha'apai (Kotu and Mo'unga'one).

Land requirements under this project are primarily unused or partly used agricultural lands leased by the Project.

¹ This is based on the Constitution of Tonga (1875), every Tongan male over the age of 16 is entitled to a "tax allotment" of 3.3 hectares for agriculture, and a "town allotment" of between 758 m² and 1,618 m² for residential purposes. The wind turbine is proposed to be in the agricultural area.

Sub-Project Sites	Estimated Land	Current Land	Land Owners /Allotments	Number of
Tongatapu				
1. Solar farm battery expansion (Popua and Villa)	N/A	Solar farm	TPL	N/A
Outer Islands				
2. Vava'u Solar farm (On-grid) (2.024 ha)	20240 sq m	Agricultural land (largely unused)	1 King of Tonga	1
3. 'Eua (On-grid) (1.315 ha)	13150 sq m	Unused land	1 Private landowner	1
4. Ha'apai (Off-grid) (0.651 ha) 'O'ua Kotu Mo'unga'one Tungua	551.4 sq m 818.6 sq m 2200 sq m 1787 sq m 1155 sq m	Unused lands	1 Private landowner 4 Government lands	2
5. Niuafu'ou Island (Off-grid) (0.660 ha)	6600 sq m	Unused land	1 King of Tonga	1
Subtotal	46,502 sq m (4.65 ha/11.5		4 landowners	4

Ha=hectare, N/A=not applicable, sq m.=squaremeter, TPL=TongaPowerLimited.

Key Stakeholders

There are three categories of stakeholders under this project: (i) government, (ii) private sector including business owners and landowners and (iii) the public, including power users. The government stakeholders include: (i) national government, (ii) Ministry of Finance and National Planning (MFNP) (iii) Ministry of Meteorology, Energy, Information, Disaster Management, Environment, and Climate Change (MEIDECC) (iv) Ministry of Land, Survey and Natural Resources (MLSNR) (v) Ministry of Internal Affairs (MIA) (vi) Ministry of Commerce, Tourism and Labour (MCTL) (vii) Ministry of Infrastructure (MOI) and (viii) Tonga Power Ltd (TPL).

Under the local government, including the Governor and Town Officers are key stakeholders. Also, His Majesty and the Nobles owning allotments are project stakeholders. The private sector includes business owners such as members of the Chamber of Commerce and affected individual landowners. Lastly, 13 communities around the project sites that expect to benefit from a more stable and affordable power supply provided by solar and wind energy and battery installation are also key stakeholders.

Stakeholders' Consultations

The Team consulted with the major stakeholders during site visits from 28 March to 10 April 2017 on all project sites except Niuafu'ou. At least 94 people, 42 women (45%), were consulted during consultations carried out by the Team from 28 March to 10 April 2017 in all project sites. Initial consultations indicated willingness by landowners to lease part of their land to the Project. The second round of consultations was held in August 2018, totalling 102 people from all project sites, comprising 50 women (49%). The community again reaffirmed their support for the project.

Entitlements

The two private landowners are considered affected persons (APs) under this project and thus entitled to compensation. The King and Noble, who own three allotments in the project sites expected to be compensated by the government.

Entitlement Matrix			
Type of Loss	Specification	Affected People	Compensation Entitlements
Permanent loss of rural or townland	All land losses independent of impact severity	Land Owners	<input type="checkbox"/> Long term sub-lease based on the market value of the affected land. Or once-off compensation equivalent to the 20-year lease, depending on the land owner's preference. <input type="checkbox"/> Provision of all legal and other expenses associated with the lease. <input type="checkbox"/> Compensation will be provided to unaffected portions of plots if they become unviable or their usage rights altered after the impact occurs. <input type="checkbox"/> Payment for the affected assets/improvements on the land to be leased.
Economic and physical displacement			<input type="checkbox"/> ADB SPS 2009 will be enforced to assist vulnerable APs/DPs, if any identified, to ensure the same living standards, or wherever possible better than, pre-project levels.
Standing Crops	Crops affected	Land Users	<input type="checkbox"/> Cash compensation is equivalent to the gross income from the yield calculated at the maximum annual market value of the total yearly produce from affected land or the formal government rate – whichever is greater.
Trees	Trees affected	Land Users	<input type="checkbox"/> Fruit Trees - The full cost of seedling, cost of preparation of a garden and lost profit at annual income (using maximum annual market values) multiplied by the number of years of fruiting remaining or the regular government rate – whichever is greater. <input type="checkbox"/> Timber Trees - The full cost of seedling, cost of preparation of a garden and maximum market value of maximum timber production per tree (at full maturity) or the regular government rate – whichever is greater.
Any other loss not identified			<input type="checkbox"/> Unanticipated impacts shall be documented and mitigated based on the principles provided in ADB's involuntary resettlement policy

Budget

Table 8 below shows the estimated budget for LAR activities below. It is noted that this indicative budget also accounts for land requirements for the associated Tongatapu solar and wind generation facilities, which are not funded under the TREP project. A total amount of T\$1,226,500 (USD\$525,888) is the estimated cost. The estimated cost for this resettlement plan which covers only the relevant project components amounts to only T\$110,000 (USD\$47,185) as indicated in subtotal (B).

S.N.	Items	Cost (TOP)	Cost (USD)
A	Compensation		
1	Land lease for 4.65 Ha inc trees (TOP 16,667 ² per acre x 60.3)	1.05M	430,895
2	Assistance to vulnerable groups, if required	50,000	21,459
	Sub-Total (A)	1. 10M	452,354
B	Implementation		
1	Land Survey (DMS) Tongatapu – TOP 20,000 'Eua – 5,000 Vava'u- 5,000 Ha'apai – 5,00 x4 = 20,000 Niuafu'ou- 10,000	60,000	25,725
2	Consultations	50,000	21,460
	Sub Total (B)	110,000	47,185
	A + B Total	1,210,000	499,539
	Contingency (10%)	121,000	49,953
	TOTAL USD	1,331,000	549,492

Ha = hectare, M = million

Source: Feasibility Study Consultants

Implementation Timetable

As per Lands Act 1988 revised edition and Ministry of Land's internal policies and procedures, there are about 16 steps to secure the lease title to the proposed sites and approximately seven months to execute each site. The MLNR can process the leasing of lands in Tongatapu and the outer islands within this period. The estimated timeframe is based on recent lease agreements carried out by the government for its renewable energy projects.

S.N.	Activities	Estimated Time	In-Charge
1	Confirmation of land requirement and initial identification of landowner through Town Officer confirmation	16 Weeks (July-August 2018)	TPL and MEIDECC/ Consultants/PMU
2	<i>Note: If unregistered land or landowner is not identified, the Ministry of Lands, Survey and Natural Resources (MLSNR) to conduct a land survey upon the request of the project proponent.</i>	1-2 Weeks	
3	Contact landowner (through the Town Officer)	3 days	TPL and MEIDECC/ Consultants/PMU
4	Meet with the landowner to confirm the initial agreement to lease the land	1 week	As above
5	Verify land ownership status, government land valuation and market valuation	2 weeks	MLNR Private Valuer
6	Agree proposed compensation amount within TPL and MEIDECC before the negotiation with the landowner	1 week	TPL/ MEIDECC Committee
7	Organize follow-up meetings with the landowner, or representative, to negotiate the price.	2 weeks	TPL/MEIDECC Consultants/PMU

² Based on recent cost of acquiring Niutoua site for TOP 50,000 for 3 acres each allotment.

S.N.	Activities	Estimated Time	In-Charge
8	Allow time for the landowner to consult with family and own land valuer	1 week	Landowner
9	Prepare government lease form and compensation agreement form	1 week	MLNR
10	Facilitate signing and payment of lease form and compensation agreement (50% payment or as per agreement) with landowner(s) with <u>Third Party Validation</u> ³	1 day	TPL/MEIDECC Consultants/PMU
11	Compile forms and return to MLSNR for Minister's endorsement to get to Cabinet approval	1 week	TPL/MEIDECC Consultants/PMU
12	Submit for Cabinet approval	1-2 weeks	MLNR
13	Payment (final 50% or as per agreement with landowners)	1 day	TPL/MEIDECC Consultants/PMU
14	Collect Deed of Lease from MLSNR	1 week (if priority)	TPL/MEIDECC Consultants/PMU
15	Final land survey and submission to MLNSR for filing	1 week	TPL/MEIDECC MLNR
16	Proponent submits the Deed of Lease and compensation completion report to ADB	1 week	TPL/MEIDECC Consultants/PMU
	Estimated Time Frame	7 Months	
17	Commencement of civil works		

1. PROJECT DESCRIPTION

A. General Description

Background

1. ADB assists in preparing safeguards due diligence for renewable energy proposals at nine sites throughout four island groups in Tonga for submission to the Green Climate Fund (GCF) Board.

2. The Green Climate Fund (GCF) board announced its support for the *Pacific Islands Renewable Energy Facility* (the Facility) in December 2016. The Facility will help seven Pacific island countries transition to renewable energy. The Facility objective is to transform the electricity production sectors across the Pacific to low carbon, climate-resilient pathways, and the Facility outcome will be expanded access to clean, resilient and affordable energy.

Tonga Renewable Energy Project (TREP)

3. The proposed Tonga Renewable Energy Project (TREP) occurs within the Facility and is the second project submitted after the Cook Islands. Expected Project benefits from TREP include delivery of an estimated lifetime reduction of 340,395 tCO₂e emissions, and it will contribute significantly to increasing the contribution of renewables to Tonga electricity production from under 10% to 50% by 2020. Paradigm shift: TREP will play a central role in

³ A third-party validator could be someone who is a respected member of the general community who could certify that the affected person entered into the agreement without coercion and with informed consent.

carrying renewable energy use in Tonga to a tipping point – after which renewable energy will become a more default investment for both private and public sectors.

4. TREP investments focus on renewable off-grid energy generation and Battery Energy Storage Systems (BESS), both on-grid and off-grid. TREP invests in Tongatapu (BESS only) and seven outer islands. TREP also includes the necessary capacity development and training programs to ensure the long-term sustainability of project impacts.

5. The Project will comprise the following sub-projects:

- **Output 1: BESS on Tongatapu** - Installing multiple units of BESS with a total installed capacity of 10.1 MW / 19.9 MWh to complement the renewable energy systems;
- **Output 2 : Grid-connected renewable energy generation on ‘Eua and Vava’u Islands** – Installing the on-grid solar PV plants with a total capacity of 650 kW, coupled with small BESS with a total capacity of 1.3 MW / 1.4 MWh on ‘Eua and Vava’u;
- **Output 3: Renewable-based hybrid systems and mini-grids and mini-grids on Outer Islands** - Installing mini-grid renewable-based hybrid systems consisting of 501 kW solar PV coupled with 4.3 MWh BESS in total in five outer islands, which includes installation of the mini-grid; and
- **Output 4: Strengthening of capacity building and project management** – (i) improved capacity to assess renewable energy technologies and set off-take tariffs (TPL); (ii) for power purchase agreements for private sector funded investments; (iii) developed capacity of executing entities to manage assets and undertake operations and maintenance and improve community engagement; (iv) implementing agencies supported to provide project management in line with international standards and best-practices; and (v) experts’ support on both design and procurement activities, construction supervision, and development of operations and maintenance manuals.

B. Description of Project Components

6. In total, there are nine proposed sites under the Project. Two are located on the main island of Tongatapu and one site in each of the islands of ‘Eua, Vava’u and Niuafo’ou and four sites (‘O’ua, Tungua, Kotu and Mo’unga’one) in Ha’apai. Through careful engineering design, the project will lease the minimum land required by the project and not lease more than what is required.

7. **Main Island (Tongatapu).** On the main island of Tongatapu, there are two proposed sites for building additional BESS systems (Grid stability and Load shifting) for all of Tongatapu’s current and proposed solar and wind energy sources (5 solar and 1 wind). There are three existing solar sites in Popua, Vaini and Villa with proposed new two solar sites in Fahefa and Matafonua and the one wind farm site along the coast of Niutoua village.⁴ It is noted that only the two BESS storage facilities will be provided under the project.

⁴ The wind farm will be built continuously along the coast of Niutoua. The breakdown of the subproject into 1.3 MW and two 2MW capacity is for technical reason (for the power system not to overflow) but for the construction, the three wind farms (20 wind turbines) will be constructed next to each other thus considered as on one site (Niutoua village).

8. **Outer Islands ('Eua, Vava'u, Ha'apai and Niuafo'ou).** All projects for the outer islands are for solar energy. The project proposals in 'Eua and Vava'u are to expand these on-grid solar farms' generating and storage capacities. While the five proposed off-grid sites (four islands in Ha'apai) and on Niuafo'ou are to construct a new mini-solar farm with storage facilities.

Table 1: Summary of Proposed Works

Summary of Proposed Works in Tongatapu

Location/Existing Storage Use	Project Description	Additional Storage Capacity
1. Popua. Existing power generation site. Solar Farm and BESS	Grid stability BESS	5.1 MW/2.5 MWh battery
2. Vila. Existing solar farm and BESS	Loading shifting BESS	5 MW/17.4 MWh battery

Summary of Proposed Works in Outer Islands

Project location/existing use	Project Description	Additional Generation Capacity	Additional Storage Capacity
1. 'Eua. Adjacent to the existing solar farm. Unused agricultural land	Additional 400 kW solar generation, BESS	350 kW	0.4MW/0.9 MWh
2. Vava'u. Across the road from existing power generation and solar farm. Old coconut plantation (unused)	Additional 900 kW solar generation, BESS	300 kW	0.9MW/0.45 MWh
3. Ha'apai Outer Islands ⁵ <ul style="list-style-type: none"> ▪ 'O'ua ▪ Tungua ▪ Kotu ▪ Mo'unga'one 	4 x Mini-grid systems with solar PV generation, battery storage and small generator	0.25MW (new)	0.47MWh (new)
4. Niuafo'ou	Solar mini-grid and battery storage	0.25MW (new)	2.02MWh (new)

2. SCOPE OF LAND ACQUISITION AND RESETTLEMENT

A. Potential Impacts

9. There is no expected risk of displacement, loss of home, and/or loss of major income source. However, the affected families will likely lose approximately 0.170 ha of private lands (allotments⁶) for the Outer Islands. All interviewed APs viewed leasing their land as a welcome opportunity since the sites are idle or partly used agricultural or town allotments. In addition, the APs also have other accessible allotments for agriculture. Most importantly, the potential lease income from the project is a much welcome opportunity for the landowners and their families. During interviews, APs stated that they are very much agreeable to allowing the government

⁵ Existing identified sites are vacant grassy plots within or adjacent to village. Except Kotu site, with some mango and breadfruit trees and pandanus plants.

⁶ Based on The Constitution of Tonga (1875), every Tongan male over the age of 16 is entitled to a "tax allotment" of 3.3 hectares for agriculture, and a "town allotment" of between 758 m² and 1,618 m² for residential purposes.

to use the land for the solar projects to improve their power source and hopefully decrease their household's power cost.

10. There is no expected negative impact on the social structure of the APs and the surrounding communities of the project site since land acquisition will not require physical displacement. There are no expected adverse impacts on the cultural identities or heritage of the APs resulting from land acquisition. In addition, keeping World War II historical sites in the area intact, such as bunkers and canons, will be considered in the project design. During the social team fieldwork, no sacred sites or similar were identified.

11. Due to the above, the project has been categorized as Category B, thus requiring the preparation of this RP. It is due to the need to lease private-owned lands and potential impacts to non-land assets, including crops and trees. This RP identifies the involuntary resettlement impact (economic due to loss of access to the land for the lease period by the landowner) and will be further updated after the detailed design.

12. In total, the 4.65 hectares of the required land will affect nine affected land allotments in all project sites. These exclude the two allotments already leased by Tonga Power Limited to build additional battery storage facilities (Popua and Villa). These seven allotments are mainly government-owned and are leased under the project (see Table 1 below). They are all unused lands with two individually-owned allotments (located in 'Eua and 'O'ua, Ha'apai), two allotments belong to the King (Vava'u and Niuafo'ou).

Tongatapu

13. In the main island of Tongatapu, the extension of two existing solar farm sites with BESS under TREP (Popua and Villa) will not require land acquisition. Both proposed sites have been within TPL leased lands for 20 years⁷ (Appendix A TPL lease). TREP BESS project components will be co-located with the existing solar farms and Figure 1 illustrates the map of existing solar sites on the main island of Tongatapu with associated new solar sites (red circle) and Niutoua wind farms (top blue circle).

Figure 1 – Tongatapu TREP BESS and associated new solar and wind farm sites

⁷ Leases were secured with land owners by TPL on February 2012 (Popua), and June 2015 (Villa).



Outer Islands

14. All the seven proposed sites in the four outer islands are mainly government-owned, estimated to be about 11.49 acres (4.65 Hal. Two are individually-owned allotments. Two allotments belong to the King of Tonga (Vava'u and Niuafu'ou). It has confirmed during the detailed design.

15. The land for on-grid sites in the outer islands ('Eua and Vava'u) will be required to construct new solar farms with storage facilities in these communities. In 'Eua, the proposed site is within the island's main town ('Ohonua), and in Vava'u, the proposed site is at the outskirts of the town area (Neiafu).

Figure 2. Outer Island 'Eua proposed site (yellow box)

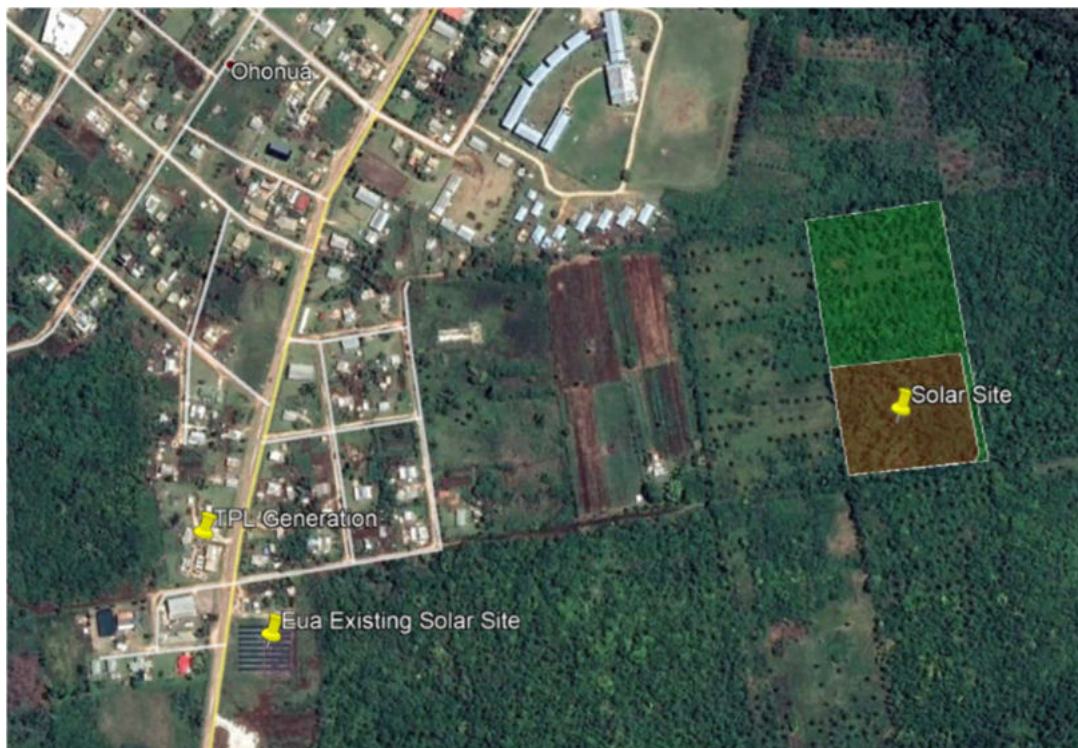


Figure 3. Outer Island - Vava'u proposed site (yellow box)



16. The off-grid sites in Ha'apai and Niuafo'ou will upgrade from the solar home system (SHS) to a mini-grid that powers mostly household bulbs for these remote communities (at least 1,650 people⁸). It increases the power supply capacity to power essential home appliances including refrigerators, freezers, washing machines, and flat irons. Also, to facilitate income-generating activities, including the ability to operate carpentry tools and power larger communal facilities to allow women's groups to weave mats at night. Currently, some of these households can use these appliances with the help of a few diesel generators on their islands; however, paying almost twice the fuel price compared to the capital (Tongatapu).

⁸ Tonga GCF Concept Note, 17 March 2017.

Figure 4. Outer Island Ha'apai – 'O'ua



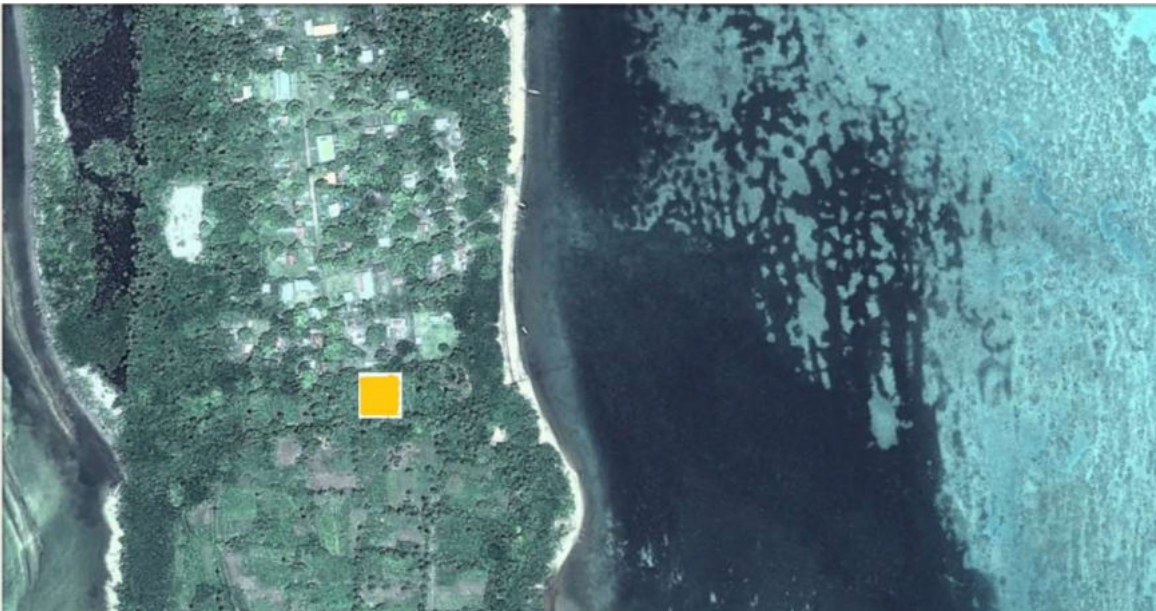
Figure 5. Outer Island Ha'apai –Tungua



Figure 6. Outer Island Ha'apai -Mo'unga'one Proposed site



Figure 7. Outer Island - Kotu



16. In the four Ha'apai outer islands, most of the proposed sites are in the centre of the community ('O'ua, Kotu, and Mo'unga'one) except for one site (Kotu), where the proposed location is at the northern end of the community. In Niufo'ou, the proposed site is located between Sapa'ata in the north and Mata'aho to the south. The Niufo'ou mini-grid will extend from the centralized solar plant to all villages by two long feeders. One feeder will extend from the solar plant east to Esia, while the other will extend from the solar plant south down as far as Tongamama'o.

Figure 8. Niuafu'ou island (proposed site is at Mata'aho - up north on top of Esia and Sapa'ata)



17. Table 2 below provides the breakdown of land requirement and number of affected persons (APs) or allotments for each project site:

Table 2: Summary of Land Requirements

Summary of Proposed Works in Tongatapu

Project location / existing use	Project Description	Additional Generation	Additional Storage Cap	Land Requirement	No. of Affected Allotments
1. Popua. Existing power generation site. Existing solar farm, and BESS	Grid stability BESS,	-	5.1MW/2.5 MWh battery	No additional land is required.	n/a
2. Villa. Existing solar farm and BESS	Load shifting BESS	-	5MW/17.4 MWh battery	No additional land is required.	n/a

Summary of Proposed Works in Outer Islands

Project location / existing use	Project description	Additional Generation capacity	Additional Storage Capacity	Land Requirement	No. of Affected Allotments
1. 'Eua. Adjacent to the existing solar farm. Unused agricultural land. 2. Vava'u. Across the road from existing power generation and solar farm. Old coconut plantation (unused).	Additional 400 kW solar generation, BESS	3500 kW	0.4MW/0.9MWh	13,151.5 m ² (3.25 acres)	1
	Additional 500 kW solar generation, BESS	300 kW	0.9MW /0.45 MWh	20,240 m ² (5.00 acres)	1
3. Ha'apai outer islands ⁹	4 x Mini-grid systems with	0.25MW	2.02MWh	1,900 m ² (0.47 acre)	1
<ul style="list-style-type: none"> ▪ 'O'ua ▪ Tungua ▪ Kotu ▪ Mo'unga'one 	Solar PV generation, battery storage and small generator			1,370 m ² (0.339 acres)	2
				1155 m ² (0.285 acres)	1
				2200 m ² (0.544 acres)	1
				1787 m ² (0.442 acres)	1
4. Niuafo'ou	Solar mini-grid and battery storage	0.25MW	2.02MWh	6,600 m ² (1.63 acres)	1

BESS = batter energy storage system, Ha = hectare, m = meter, MW = megawatt, MWh = megawatt-hour, PV = photovoltaic.

B.Summary of Key Impacts

18. Table 3 below summarises the key assets that will be acquired and some economically affected persons or APs (individual private owners of these allotments) (see Appendix B-Land Titles).

19. All sites will not require the removal of commercial or residential structures. However, some sites may require cutting of productive trees and cash crops that will require compensation. During the revision of the RP, the Project has confirmed that the communities removed the productive trees and cash crops on these sites prior to the commencement of the implementation.

20. The owners of private allotments are considered APs as land will be required to be leased from the land owners for the use of the project. The maximum lease period allowed by law for these allotments is 20 years; except 'reverted' lands or lands whose ownership has been returned to the government, the maximum lease period allowed is 50 years.

⁹ Existing identified sites are vacant grassy plots within or adjacent to village. Except Kotu site, with some mango and breadfruit trees and pandanus plants.

21. In terms of impact, APs in the outer islands are to lose under <10 per cent of their bush allotments. Interviews conducted by the Feasibility Study Team suggest that access to land by APs for agricultural purposes is not only limited to one allotment due commonly to Tongan family's circumstances where they tend to have access to other lands (although unofficially). For example, this may be through land owned by relatives moving to the main island or overseas, commonly to New Zealand or Australia.

22. Also, the majority of the proposed sites are often idle or partly tended agricultural lands due to migration, particularly in the outer islands. Moreover, another reason cited is increased interest by the younger generation to rely on paid employment compared to farming for food or income was cited during consultations. Landowners or their caretakers welcome the prospect of leasing lands to the Project due to the potential income it may bring to their families, either through a lump-sum payment or annual fees.

Table 3: Summary of Land Requirement and Displaced People

Sub-Project Sites	Estimated Land Requirement	Current Land Use	Land Owners /Allotments	Number of APs
Outer Islands				
1. Solar farm (on-grid):				
Vava'u	5 acres (20,240 sq m)	Agricultural land	1 – King of Tonga	2
Eua	3.249 acres (13,150 sq m)	Agricultural land (largely unused)	1 – Privately owned	1
2. Solar farm (off-grid: Ha'apai outer islands and Niufo'ou island)	3.24 acres (13,112 sq m)	Agricultural land (largely unused)	2 – Government-owned 1 – Privately owned 1 – Noble owned 1 – King of Tonga	5
Total	11.96 acres		5 landowners	

3. SOCIOECONOMIC INFORMATION AND PROFILE

A. Affected People

23. **Affected Persons.** Overall, the 4.84 Ha required by the project for the 7 of 9¹⁰ sites in the five islands of Tonga¹¹ will affect 5 landowners including (i) 2 private landowners (1 from 'Eua, 1 from Ha'apai), (ii) 2 of His Majesty, the King of Tonga (Vava'u and Niufo'ou), (iii) 2 owned by the Government (Mo'unga'one and Kotu, Ha'apai), and (iv) 1 owned by the Noble (Tungua, Ha'apai). There are no affected landowners on Tongatapu.

24. **Eua.** There is only 1 affected person who is the landowner (Kelepi Vailea).

25. **Ha'apai.** In Ha'apai, 1 of the 4 landowners is residing in Australia (Siosaia Tohi). There are caretakers for each site, mostly family members, e.g. parents or siblings. In particular, the caretaker for the registered landowner in 'O'ua island who has been living in Australia for some time is the land

¹⁰ The other 2 are already leased by TPL

¹¹ Tongatapu, 'Eua, Vava'u, Ha'apai outer islands, and Niufo'ou

owner's parents; in Tungua, the caretaker of the land is the Town Officer. The landowner is a Noble who is residing in Tongatapu.

25. **Livelihood.** The private landowner in 'Eua resides in Tongatapu and relies mainly on fishing and making mats, while the other in Ha'apai live in Australia.

26. There are no vulnerable groups identified during this study. However, it will be confirmed during the detailed design.

27. **Gender.** Following the land ownership law under the Constitution of Tonga that allows only the eldest male child to inherit the land, all 7 private landowners are males.

28. The table below provides the list of the name of the affected landowners, their gender, and an estimate of potential losses:

Table 4: Details of Land Requirement, Loss, and List of Land Owners

Project Site	Land Owner ¹²	Estimated Land (Acre)	Structure Lost	Crops & Tre	Affected Persons			
					Physical		Economic	
Tongatapu					M	F	M	F
1. Popua	Tonga Power Ltd	n/a	n/a	n/a	—	—	—	—
2. Villa	Tonga Power Ltd	n/a	n/a	n/a	—	—	—	—
Outer Islands								
1. 'Eua	1. Kelepi Vailea	8	—	Trees and old	—	—	1	
	Block 68/105, Lot 21							
Project Site	Land Owner ¹²	Estimated Land (Acre)	Structure Lost	Crops & Tre	Affected Persons			
2. Vava'u. Old coconut plantation	2. His Majesty	5	—	Old coconut tree	—	—	1	
3. Ha'apai Outer Islands								
O'ua	3A. Sosaia Tohi (lives in	0.5	—	Vacant	—	—	1	
	O'ua Island, Lot 18							
	3B. Government							
Tungua	4. Hon. Tu'iha'ateiho	0.73	—	Vacant	—	—	1	
	Block 141/116, Lot 53							
Kotu	5. Government	0.55	—	Vacant	—	—		
	Kotu Island, Lot 30							
Mo'unga'one	6. Government	0.37	—	Vacant	—	—		
	Block 162/131, Lot 46							
4. Niuafo'ou	7. His Majesty	0.68		Vacant			1	

¹² Source: Ministry of Lands, Survey, and Natural Resources, April 2017

Project Site	Land Owner ¹²	Estimated Land (Acre)	Structure Lost	Crop s & Tre	Affected Persons			
	Total (Acre/Ha)	2.5 Hectares		Total Allotments	8			

F = female, Ha = hectare, M = male, N/A = not applicable, TBC = to be confirmed.

B. Socioeconomic Profile of Project Communities

Demography

29. The preliminary published data from the 2016 census records a total population of 100,745 people for Tonga, distributed over 36 of its 172 islands. This is compared to 103,036 recorded in the 2011 census, showing a decrease of 2,291 people over the past 5 years¹³. This reduction is due to the high emigration rates from Tonga, as the diaspora community continues to grow, particularly in New Zealand, Australia, and the USA.

30. Some 70 per cent of the population resides on the largest island of Tongatapu, where the capital, Nuku'alofa, is situated. There has been a steady increase in urbanization, with people moving to Tongatapu, particularly in Nuku'alofa, for increased employment and education opportunities. Over the last three decades, the population density in Nuku'alofa increased from 184 persons/km² to 245.1 persons/ km², well above the national figure of 150.5 persons/ km². This population growth increases land demand for settlement, particularly in the urban areas.

Economy

31. In general, Tonga has high standards of education and health. However, the economy is vulnerable, with limited local opportunities, a steady outflow of skilled persons moving overseas for opportunities, and dependence (70%) on rural livelihoods of agriculture and fisheries, where access to markets can be limited¹⁴.

32. Subsistence agriculture plays an important role for many families, contributing to food production and additional income. The production focuses on a range of traditional root crops such as yams, taro, sweet potato and cassava.

33. There has been commercial production with a focus on squash pumpkin for export. However, considerable effort has been made to diversify into higher-value export crops, notably vanilla and watermelon. Issues of quality control, disease management and market demand fluctuations make growth in this sector challenges.

34. Remittances sent from relatives working abroad also play a significant role in the Tongan economy and individual households' economies. Recent global economic downturns have significantly impacted this financial flow, increasing the level of hardship experienced by many families in Tonga.

35. Looking at Tonga's GDP, agriculture was the main economic contributor to the Tongan economy from 2000–2009. Public administration and services strictly follow this. When the GDP data is aggregated to the sector level, the services sector is the highest contributor to

¹³ Statistics Department (2017): *Tonga National Population and Housing Census 2016. Preliminary Results*.

¹⁴ IFAD: *Rural Poverty in Tonga*. Available at <http://www.ruralpovertyportal.org/country/home/tags/tonga>. Accessed 24/4/17.

the GDP. This indicates a change in the economy, with gradual diversification from agriculture to services. It is expected that this sector will continue to strengthen, particularly with opportunities in the tourism market. Following is a brief description of each proposed site:

i. Tongatapu

36. There are two project sites in Tongatapu with four associated facility sites. Three are located in the rural area, including Fahefa, Matafonua, and Niutotua and another three are located within the urban area of Popua, Vaini and Vila. Tofoa (the village location for Villa site), has the largest population at 3,510 in the 2016 census, followed by Vaini at 3,294 and Popua, with a current population of 3,294.

37. Meanwhile, in the rural project sites, Niutoua is the largest village with a population of 671 during the 2016 Census. Fahefa followed this at 431 people and Matafounua at 235 people.

Table 4: Population of Villages in Proximity to each Project Site – Tongatapu

Village	Population (2016 Census)	Change from 2011 Census
	1,854	- 0.8%
2. Vaini (village near existing solar farm)	3,294	+ 0.4%
3. Tofoa (village location for Villa site)	3,510	- 0.1%
4. Fahefa (village near proposed new solar facility with BESS)	431	+ 0.8%
5. Matafonua (village near proposed new solar facility with BESS)	235	+ 7.5%
6. Niutoua (village closest to proposed wind farm with BESS)	671	- 1.9%

ii. Outer Islands

38. There are seven project sites in the outer islands: one on each of the project sites on the island of 'Eua, Vava'u, four in the outer islands of Ha'apai and Niuafo'ou. Vava'u has the largest population in the outer islands outside Tongatapu with a population of 13,740, followed by 'Eua with a population of 4,950 and Niuafo'ou with 493 people. The four Ha'apai outer islands have the smallest population ranging from 92 to 232.

Table 5. Population of Villages in Proximity to each Project Site – Outer Islands

Outer Islands	Population (2016)	Population (2011)	Change from 2011	Males		Females		Households	
				2011	2016	2011	2016	2011	2016
1. Vava'u	13,740	14,922	-7.92	7,559	6,872	7,363	6,868	2,834	2,742
2. 'Eua	4,950	5,016	-1.32%	2,514	2,489	2,502	2,461	870	885
3. Ha'apai- 'O'ua	116	144	-19.44%	83	69	61	47	28	25
4. Ha'apai- Tungua	187	232	-19.40%	121	94	111	93	43	37
5. Ha'apai-Kotu	129	178	-27.53%	91	65	87	64	36	30
6. Ha'apai- Mo'unga'one									
7. Niuafo'ou	493	523	-5.74%	277	264	246	229	114	101

1. *Vava'u*

39. Vava'u is the name of the main island in the Vava'u group of islands in the north. The island is formed from raised coral, with a maximum elevation of 213m and a terraced landscape formation. The coral limestone overlooks volcanic soils up to 9 m in depth.

40. The area for the proposed development is at the existing TPL power generation site at Kameli on the outskirts of Neiafu. The proposed site is connected to the municipal power supply and the extension of the battery storage capacity of the existing solar farm will further contribute to power stability and gradual reduction of power tariff on the whole island. Neiafu is the trading and administrative center in Vava'u, located beside the Port of Refuge, a deep-water harbor on the island's south coast.

41. The population of Vava'u from the preliminary data of the 2016 Census is 13,740, made up of 7,559 males and 6,872 females. This has declined by nearly 8% since the 2011 Census. Neiafu is the second largest town in Tonga. The 2011 Census records a population of 5,774, with 2,893 males and 2,881 females. In 2016 this declined to a total population of 5,239, representing a reduction of approximately 9%.

42. There is a piped water supply, but dissatisfaction with water quality is common, as it has high calcium content affecting the taste. Many people rely on water tanks for their potable water supply. In the Community Development Plan for Neiafu¹⁵, inadequate water supply (including lack of or broken storage tanks, and no piped water to high areas) was listed as the number one priority for men, women and youth. Other critical issues include lack of waste services, poor sanitation, contaminated environment, poor road conditions and lack of street lights.

¹⁵ Ministry of Internal Affairs (2015): *Neiafu Community Development Plan*. Available at https://media.wix.com/ugd/6d6824_e0e9fb86f7ea4b33921c2013f1a0d1f2.pdf

43. There is an airport in Vava'u, which now receives international flights from Fiji on a regular basis. The Vava'u Port also hosts smaller passenger cruise ships, providing opportunities in the handicraft and tourism sector. As a long-term host of yacht visitors and other tourists, Neiafu has an established infrastructure that includes restaurants, hotels, whale watching and diving businesses, and guided tour businesses. These economic opportunities combine with government and local business, as well as the more traditional activities of fishing, agriculture and handicrafts to create the economic backbone of Neiafu.

2. Ha'apai

2.2.1 'O'ua

44. 'O'ua is a low-lying atoll located to the southeast of Tungua in the Lulunga District. The island has the one village of 'O'ua, comprised of 28 households. There were 83 males and 61 women recorded in the 2011 census, with a total population of 144. Preliminary data from the 2016 census presents a decline in 'O'ua's population to 116 people. This is a decrease of 19.44%, reflecting the migration for greater economic and educational opportunities outside of 'O'ua.

45. Water storage is a critical issue in 'O'ua, particularly given Ha'apai's vulnerability to drought. In 2014 there were 65 rainwater storage tanks recorded in 'O'ua for 25 households¹⁶, as families have prioritized this household need. There is no clinic on the island; patients travel by boat, about 45 minutes' trip, to the main island of Pangai to seek medical attention.

46. The island's seasonal primary income source is sea cucumber harvesting, selling them to Chinese buyers. Harvesting around the island is a restricted; exclusive only to the people of 'O'ua. Also, a major economic activity in recent years has been the participation of people from 'O'ua in the Australian seasonal visa program, with approximately 30 people traveling to work in the fruit picking seasons and supplying significant financial resources to their families. This has been in addition to the more traditional livelihoods of handicrafts and fishing.

47. During community consultations, following are the concerns identified by the community:

- Limited capacity of the existing solar home system, with some of them broken
- Limited income source to pay monthly contributions

2.2.2 Tungua

48. Tungua is an island located to the southwest of Tofua Island in the Lulunga District in Ha'apai. The island is elevated at approximately 19 meters above sea level.

49. There are 43 households in Tungua, with 121 men and 111 women recorded as at the 2011 census. However, this total population of 232 has reduced to 187 people, according to the preliminary data from the 2016 census. This represents a decline in population by 19.4%.

50. There is no running water supply on Tungua, or electricity, aside from the power provided by Solar Home Systems (SHS), which not all households have. Those without SHS use either kerosene for lighting and some with diesel-powered generators ('gensets') or cell powered LEDs. (Those households [about 12] chose not to have SHS due to the TOP200 installation fee initially charged as starting maintenance funds for the project.)

51. There is access to the TCC mobile network, although reception can be poor. There is no clinic on the island; patients travel by boat, about 30-45 minutes' trip, to the main island of Pangai to seek medical attention.

52. The livelihoods in Tungua are predominantly fishing and handicrafts, with pandanus mat weaving an important source of income earned by women in the village. No community members have travelled

¹⁶ Sustainable Livelihoods Alleviating the Poor (SLAP) Inc (2014): *Luluunga District Water Supply Report*. Available at https://www.worldpulse.com/sites/default/files/post/6610/34865/post_document/0b16de0dfc1f6f5fbb68a73b2ddf05d/lulunga_water_supply_edited.pdf

under the seasonal worker visas to Australia, but the Town Officer expressed that he is keen to explore this opportunity to boost income into the community.

53. Critical issues of concerns from the community, as identified in the Tungua Community Development Plan, were collated from women, men, and youth surveys. The merged results of the five most critical issues (in order of priority) are:

- lack of water (with some storage tanks damaged),
- poor sanitation,
- limited access to electricity,
- coastal erosion and
- poor standard of kitchen facilities.

2.2.3 Kotu

54. Kotu Island is an island in Lulunga District, in the Ha'apai islands of Tonga. The island is elevated at approximately 18 meters above sea level.

55. There are 30 households in Kotu, with 65 men and 64 women in the 2016 Census, a decline of 27.5% from the 2011 Census.

56. There is no running water supply on Kotu, or electricity, aside from Solar Home Systems (SHS) for all households on the island. Kotu has an underground water supply, although water pumped from this freshwater lens is untreated and vulnerable to contamination¹⁷. Although reception can be poor, there is access to the TCC mobile network. There is no clinic on the island; patients travel by boat, about 45 minutes' trip, to the main island of Pangai to seek medical attention.

57. The livelihoods in Kotu are predominantly fishing and handicrafts, with pandanus mat weaving an important source of income earned by women in the village. Kotu is known in Tonga for its good kava quality. Men produce powdered kava to sell to other islands and Tongatapu and are one of the main income sources for some families on the island. Also, the island is known for building local fishing boats selling them to other fishers within the Ha'apai group of islands.

58. No community members have travelled under the seasonal worker visas to Australia, but the Town Officer expressed that he is keen to explore this opportunity to boost income into the community.

59. Critical issues of concerns from the community, as identified in the Kotu Community Development Plan, were collated from surveys of women, men and youth. The merged results of the five most critical issues (in order of priority) are:

- lack of water (with some storage tanks damaged),
- lack of navigational facility/safety equipment
- lack of flush toilet facilities
- lack/damaged solar power
- poor telecommunications and lack of sports equipment

¹⁷ Sustainable Livelihoods Alleviating the Poor (SLAP) Inc (2014): *Luluunga District Water Supply Report*. Available https://www.worldpulse.com/sites/default/files/post/6610/34865/post_document/0b16de0dfc1f6f5fbbe68a73b2ddf05d/lulunga_water_supply_edited.pdf

2.2.4 Mo'unga'one

60. Mo'unga'one is an island in Lifuka District, in the Ha'apai islands of Tonga. The island has an elevation of 21 meters above sea level.

61. There are 15 households in Mo'unga'one, with 31 men and 32 women during the 2016 Census, a decline of 31.5% from the 2011 Census.

62. There is no running water supply on the island, and people rely on rainwater for drinking. There is no electricity, aside from the Solar Home Systems (SHS), where about a third is not working due partly to the damage by Cyclone Ian in 2014. Since then, most households have switched back to kerosene and use dry cell powered LEDs (MEIDECC plans to restore SHS electricity by the end of the year through Italian funding). Unlike other Ha'apai islands where there are at least freezers, washing machines and other appliances, Mo'unga'one, the community did not have these. Although reception can be poor, there is access to the TCC mobile network. Similar to the other island of Ha'apai, there is no clinic on the island; patients travel by boat, about 45 minutes' trip, to the main island of Pangai to seek medical attention.

63. The livelihoods in Mo'unga'one are predominantly fishing and handicrafts, with pandanus mat weaving an important source of income earned by women in the village. No community members have traveled under seasonal worker visas to Australia, but people are keen to explore this opportunity to boost income in the community.

64. Concerns from the community brought up during consultations include:

- Limited capacity of the solar home systems with some them broken
- Limited income source to pay monthly contributions

iii. 'Eua Island

65. Eua is within Tonga, north 'Eua and east of Pangai. The island is elevated at approximately 112 meters above sea level.

66. There are 885 households in 'Eua, with 2,489 men and 2,461 women during the 2016 census. This represents a slight decline in population by 1.3%.

67. Being a larger island and closer to the capital, the capital of 'Eua have running water supply and rainwater tanks. The island is connected to the main grid, mainly powered by diesel and recently supplemented by solar energy through the construction of a solar farm in November 2016 operated by the Tonga Power Ltd. There is access to the TCC and Digicel mobile networks on the town centre (and an internet), although reception can be poor in the outlying areas. There is also an airport in 'Eua that could be reached by 7 minutes' flight and served by a small 7-seater plane. A regular 3-hour ferry service from Tongatapu is also an alternative transport to get to the island.

68. The livelihoods in 'Eua are trading, agriculture, fishing, and tourism revolving around the increasingly popular whale watching destination following Vava'u from June to October.

iv. Niuafo'ou Island

69. Niuafo'ou is an island located 574km north of Tongatapu island. Niua'fou is still an active volcano. The island ring encloses two lakes: the largest, Vai Lahi, is a crater lake 23 meters above sea level, 4 kilometers wide and 84 meters deep. The coastline is rocky and steep with only a few stony black sand beaches. The only landing place on the island is the end of a lava flow at Futu, in the west. All the villages are in the north and east.

70. Niuafo'ou is the most northerly island in the Kingdom of Tonga. It is a volcanic rim island of 15km. The island has a total population of 493 people with 264 men and 229 women (Census 2016), spread in eight small villages¹⁸.

¹⁸ Comprised of villages of Esia, Kolofo'u, Sapa'ata, Mata'aho, Mu'a, Fata'ulua, Petani, and Tonga Mama'o,

71. Public places like the post office, telecommunications station, and airport are in Angahā in the north, while a high school is located in Mu'a. At least four primary schools are spread across the eight villages on the island. Air transport is limited to fortnightly flights, and government ships bring goods and passengers from the capital once a month. (The government ship reportedly only comes to the island once a year in the 1990s to pick up students studying in Vava'u or Tongatapu in January and bring them back in December to spend the Christmas holiday with family before going back to school again a month later.) There's no proper wharf on the island, with access only by small dingy and it is very dangerous in rough seas.

72. There is no electricity except for the Solar Home Systems providing power to individual households for about three bulbs and mobile phone charging. 169 solar home systems were installed in 2006 by NZAid. 40 solar home systems were rehabilitated (replacement of batteries and charge regulators). 129 solar home systems are still in poor condition¹⁹. There is no running water, and the main source is through collection of rainwater stored in water tanks.

73. All eight villages have some access to communication services through mobile phones. Power is limited to the home solar systems providing power to only light bulbs and some cellphone charging capacity. There are no freezers on the island thus items such as ice blocks and ice cream are only available once a month when the government ships arrive.

74. Fishing, weaving, and remittances are the most common source of income. Mats woven by local women island brings in the most income as they are well sought especially by overseas buyers bringing in thousands of Pa'angas to the families during school time and Christmas. They, however, require hard work and time thus women in each household work long hours to produce these woven mats and 'ta'ovaala' (traditional mat worn around the waist by both local and women).

C. Gender and Indigenous People

75. All private landowners are males except for one female who is temporarily holding the title for the land intended for her eldest son. Women interviewed indicated that the expected project impacts, including the ability to use home appliances and electronic tools to earn income, are mainly positive.

76. There are no Indigenous Persons (IP) who are considered as distinct and vulnerable. No one is marginalized due to their language, educational achievement, and skin color requiring protection from the government and the project thus do not trigger the IP Safeguards as defined by the ADB Safeguard Policy 2009.

4. INFORMATION DISCLOSURE, CONSULTATION, AND PARTICIPATION

A. Stakeholders

77. There are three categories of stakeholders under this project: (i) government (ii) private sector including business owners and land owners and (iii) the public including power users. The government stakeholders include: (i) national government, (ii) Ministry of Finance and National Planning (MFNP) (iii) Ministry of Meteorology, Energy, Information, Disaster Management, Environment, Climate Change and Communications (MEIDECC) (iv) Ministry of Land, Survey and Natural Resources (MLSNR) (v) Ministry of Internal Affairs (MIA) (vi) Ministry of Commerce, Tourism and Labour (MCTL) (vii) Ministry of Infrastructure (MOI), and (viii) Tonga Power Ltd (TPL).

78. Under the local government, the local government, including the Governor and Town Officers are the main stakeholders in the project.

79. His Majesty and the Nobles owning allotments are also stakeholders in the project.

¹⁹ ADB Outer Island Phase 2 Offgrid Site Visit Report, March 2016

80. Individual land owners and the private sector (business owners) including the Chamber of Commerce are also considered as main stakeholders. Other stakeholders include members of the Tonga National Council of Women and Tonga National Center for Empowerment (TNCWE).

81. Lastly, the 13 communities around the project sites who expect to benefit from a more stable and affordable power supply provided by solar and wind energy and battery installing to grid connected system are also considered as key stakeholders.

B. Consultation with Affected persons and Stakeholders

Consultations Held **The Team consulted with the major stakeholders using site visits from 28 March to 10**

82. April 2017 on all project sites except Niuafo'ou. Due to twice a month flights to the outer island, consultation will be conducted during detailed project design. However, a Team comprising of government and development partners including ADB and DFAT held consultations on the island in March 2016. They confirm the strong support by the community for the project. Although there is no separate minutes of meeting for these consultations, the Team's findings were discussed in the site report visit (Appendix D).

83. In total, at least 94 people, 42 women (45%), were consulted during consultations carried out by the Team from 28 March to 10 April 2017 in all project sites. In Tongatapu, the Project consultations, in coordination with the Ministry of Internal Affairs, started with a meeting of 12 Town Officers in the project sites on 28 March 2017. In the Outer Islands, the Team consulted key stakeholders in Vava'u starting with the Governor on 28 March 2017 in Tongatapu. Another consultation followed this meeting through an MEIDECC- organized meeting on 29 March 2017, attended mostly by 39 school teachers and Vava'u local government officials.

84. This consultation was followed by a site visit and consultations with the four Ha'apai outer island communities of 'O'ua, Tungua, Kotu and Mo'unga'one from 3-6 April 2017.

85. In 'Eua, a site visit was carried out by the Project Team comprised of the social and environmental consultants with a TPL Officer on 1 April 2017. The Team consulted with the TPL manager and staff and made attempts to meet with the land owner.

86. In 'O'ua, 13 community representatives including the Town Officer, church leaders, women and youth representatives, attended the consultation organized by MEIDECC, on 4 April 2017. Also, a separate meeting/interview with the caretaker of the proposed site was held by the Project Team. In Tungua, 24 community representatives, including the Town Officer, men, women, and youth, also attended the consultation on 5 April 2017. The Team also held a separate meeting with the land owner. 13 community representatives including the Town Officer, men, women, and youth attended the consultation in Kotu on 6 April 2017. A separate meeting/interview was also held with the caretaker of the proposed site. In Mo'ungaone, a similar site visit was also carried out, and interviews conducted with the Town Officer, women's and men's representatives on 15-16 April 2017.

87. In August 2018, the project team with the aid of MEIDECC and TPL was tasked to update stakeholder consultations with affected landowners or their official representatives and relevant key stakeholders during the project fact-finding mission. During this visit, consultations included Tongatapu, Vava'u and the Ha'apai outer islands. MEIDECC will ensure that consultations would take place at a later date on Niuafo'ou and TPL for 'Eua island. This second round of consultations totaled 102 people from all project sites, comprising 50 women (49%), whereby the community again reaffirmed their support for the project.

C. Summary of Consultation Results

88. **APs:** Subject to confirmation of site locations, initial consultations in Tongatapu and outer islands indicated a willingness by most landowners to lease part of their land to the Project. In Tongatapu, during consultations held by TPL in 2014 (EIA preparation) and during the Aurecon Tonga Wind Generation Study 1 February 2015 (Feasibility Study), the communities were consulted and agreed to improve the stability

of power supply and make power affordable by tapping into solar and wind renewable energy (see Appendix E).

89. In Tongatapu, concerns raised during 2014 and 2015 consultations by some respondents and those attending the consultations relates to the high cost of power tariff. However, during the initial consultations by the Safeguards Consultants with 12 Town Officers in Niutoua and surrounding areas in 29 March 2017, they have raised the question on when and how much will be the reduction in their power bill once the solar and the wind farms are operational.

90. In the outer islands of Ha'apai, land owners and the whole community are also very keen to have a larger capacity power source to operate appliances and carpentry tools in the households and three light bulbs in each household. Also, potential income from the land lease will provide much-needed income for the family. Moreover, project communities are also interested in making their power bills more affordable due to the government's investment in these renewable energy sources. The land owners (APs) or their representatives did not raise no concerns during their meeting with the Project Team ('O'ua, Tungua, Kotu and Mo'unga'one). However, this will be further confirmed during detailed design.

91. **Women and Youth:** Women and youth were informed of the project scope during the Team's site visit. Initial consultation with women and youth was carried during this early design stage to ensure awareness and common understanding of the project concept. Overall, women participants, particularly in the outer islands, were vocal about expanding their power source and the need to maintain these facilities and pay a monthly fee. Concerns regarding the low capacity and the broken-down condition of the SHS were raised during the consultations in the Ha'apai outer islands. Some had also raised the ability to pay by the community of the current solar power tariff of TOP 13 monthly for maintenance ('O'ua and Tungua) and the limited capacity of the SHS to lighting bulbs only and no appliances as well as the broken-down state of some SHS in the community (Kotu).

92. **Government Representative:** The Team met with the Head of the Women's Department (and Acting CEO) under the Ministry of Internal Affairs about the project. She supported expanding the solar power in the outer islands to mini-grids and suggested ensuring that households could still keep the SHS to have an option to opt out from the mini-grid if they could not afford it. This request has been forwarded to MEIDECC and will be an input into the project design once project funding has been confirmed.

93. The project team revisited these consultations were again revisited in August 2018 by the project team. The minutes and list of people met are in Appendix E. In total, 102 people from all project sites, comprising 50 women (49%) were consulted and the objective of consultations comprised the following:

- (i) ENTURA and MEIDECC to present the scope of project works for all project sites.
- (ii) Introduce potential institutional setup for TREP mini-grids in particular on Ha'apai outer islands and discuss new institutional setup as well as anticipated tariff [expected roles and responsibilities of TPL/MEIDECC/Labor/Internal Affairs, Private Sector and Community].
- (iii) Discuss status of existing solar home systems, solar freezer systems and solar street light systems in the Ha'apai outer islands which will eventually be relocated to other MEIDECC project sites.
- (iv) Ensure discussion of their potential concerns at this stage and obtain recommendations, during these meetings for all project sites.
- (v) Procedures for grievance redress will also be discussed with the community and the affected landowners.

94. In addition, both IAs are to conduct separate meetings with affected landowners and the Ministry of Lands to:

- (i) Ensure the boundaries of each affected allotment be correctly marked and recorded, (ii) Inform affected landowners about the policies and procedures regarding entitlements for improvements on the land to be leased by the project, if applicable,
- (iii) Inform the landowners when and how compensation, if applicable, for affected assets including land, trees or crops will be compensated or replaced, and

- (iv) Consult property valuer at Ministry of Lands on land compensation and proper land acquisition procedures.

D. Disclosure of Resettlement Plan

95. TPL and MEIDECC will disclose the content of the draft RP, particularly the entitlement and timetable during individual meetings with landowners or their representatives following funding confirmation. The draft and final RP will also be disclosed on the ADB website upon submission by TPL and MEIDECC to ADB once project funding has been confirmed.

E. Arrangements for Consultation during Updating and Implementing RP

96. TPL and MEIDECC will arrange further consultations with affected landowners or their official representatives once project funding is confirmed. Separate meetings will be conducted with affected landowners and other relevant stakeholders to ensure discussion of their potential concerns at that stage. TPL and MEIDECC will also present the scope of project works during these meetings. In the presence of each landowner, TPL and MEIDECC will ensure the boundaries of each affected allotment be correctly marked and recorded.

97. TPL and MEIDECC will also inform affected landowners about the policies and procedures regarding entitlements for improvements on the land to be leased by the project, if applicable. Procedures for grievance redress will also be discussed with the community and the affected land owners. Also, TPL and MEIDECC will also inform the landowners when and how compensation, if applicable, for affected assets including land, trees or crops will be compensated or replaced.

98. During RP implementation, the PMU (or relevant project implementation structure) will assign a safeguards specialist to:

- Ensure that all resettlement payments and procedures have been undertaken before construction commencing;
- Require women to be with their husband when receiving payment for compensation and assistance from the PMU;
- Involve women of affected households and vulnerable groups in the locality in addressing the unanticipated social and environmental impacts during Project implementation through the Project's Gender Action Plan (GAP).

5. Grievance Redress Mechanisms

A. General Principles

99. The grievance redress process will be disseminated to all APs during project consultations, FGD's and the census of losses. It will be contained in an Information leaflet handed to each affected land owner during the census.

B. Grievance Coordination

100. The Grievance Focal Point (GFP) will be the Town Officer in each project site, who will coordinate and address all complaints and concerns arising from the project. The contact details will be provided to all APs.

101. The GFP will be assisted and supported by the PMU social and safeguards Unit or ESU (or its equivalent unit), who will maintain a register of complaints, keep track of their status and report to the Project Steering Committee (PSC) or its equivalent. They will regularly monitor complaints received, actions taken and the status of resolution. In the initial stages, complaint forms will be distributed to the GFP to facilitate recording of complaints. The ESU will enter these complaints into a customized database, such as that which has been developed by the project team in other ADB-funded projects in

Tonga. By using an electronic database, reporting on complaints and actions will be systematic, and summaries from the database can be easily incorporated into monitoring reports.

C. Grievance Procedures

102. Affected persons will be informed that they can ask any questions or discuss grievances with their community leader (the District or Town Officer) by phone or in person, or to project staff visiting the area.

103. If these questions/grievances are not answered within one week, they will need to prepare their grievance/complaint in writing using the assistance of the GFP, nearby church or school. APs will also be informed that national and international project staff will also assist them with writing a grievance if necessary.

104. Although they can lodge complaints at any level at any time, the APs will be informed that the preferred process is to send or deliver the written grievance to the District GFP. He will have one week to deliver a resolution to the AP.

105. If a satisfactory answer cannot be provided, the AP can lodge the complaint with the Project Management Unit and receive a reply within seven days.

106. Affected Persons will have the right to take the dispute to the Minister of Lands, Survey and Natural Resources (MLSNR), who will also have one week to respond.

107. If the situation is not resolvable, or they do not accept the decision, the affected person(s) may have recourse to the land court (or other relevant courts). All court costs incurred by the AP (preparation and representation) will be paid for by the project unless it can be demonstrated the action was unreasonable and the outcome mirrors the answers provided by the Minister (MLSNR).

108. During construction/implementation, a grievance register will be held at each Project site office, maintained by the site manager and monitored by the Project safeguards team. All complaints arriving at a site office are to be entered in a Register (by, date, name, contact address and reason for the complaint) that is kept at site. A duplicate copy of the entry is given to the Affected Persons for their record at the time of registering the complaint. The Register will show who was directed to deal with the complaint and the date when this was made together with the date when the AP was informed of the decision and how the decision was conveyed to the Affected Persons.

109. The Register is then signed off and dated by the person who is responsible for the decision. The Register is to be kept at the front desk of the site office and is a public document. The duplicate copy given to the Affected Persons will also show the procedure that will be followed in assessing the complaint, together with a statement affirming the rights of the Affected Persons to make a complaint. For anybody making a complaint no costs will be charged to the Affected Persons.

110. In the event that grievances cannot be resolved at the local level, TPL and MEIDECC will hold the compensation amounts in escrow or trust account. Compensation will be paid in full upon final resolution of the case in the courts or other forum, in accordance with the entitlements of the Affected Person.

Table 6 outlines a summary of the grievance resolution process.

Table 6. Grievance Resolution Process

Step	Process	Duration
1	Displaced Person (AP)/Affected Person (AP) takes grievance to the village chief/ then with Town Officer to the PMU/TPL/MEIDECC. This could be done after initial notification of grievance at Contractor's site office, or through the DSC (Resident Engineer)	Any time
2	PMU/TPL/MEIDECC reviews issue, and in consultation with contractor (if appropriate), then records a solution to the problem.	1 week
3	TPL/MEIDECC reports back to AP and gets clearance from complainant.	1 week
If unresolved		
4	AP take grievance to relevant government agency for resolution (Minister of MLSNR)	Decision within 1 week
5	Minister consults with other Ministers, TPL/MEIDECC and PMU in the resolution of complaints.	1 weeks
6	AP is informed by the Minister through PMU/TPL/MEIDECC	1 week
If unresolved or if at any stage and AP is not satisfied with progress		
AP can take the matter to appropriate court.		As per judicial system
The court hears the case and makes a final decision that is binding on all parties.		The court hears the case and makes a final decision that is binding on all parties.

6. LEGAL FRAMEWORK

A. Land Tenure in Tonga

111. To place Tongan land acquisition policy in context, it is important to understand its land tenure system. Under the Constitution of Tonga (1875), all land in the Kingdom belongs, in principle, to the Crown and is classified as (i) King's land, (ii) hereditary estates of members of the Royal Family, (iii) ancestral estates of Nobles, and (iv) Government land. The latter two categories are subdivided into allotments for the rest of the people of Tonga. In theory, every Tongan male over the age of 16 is entitled to a "tax allotment" of 3.3 hectares for agriculture, and a "town allotment" of between 758 m² and 1,618 m² for residential purposes. In practice, there is now little land available for distribution, particularly in the Nuku'alofa area.

112. When the registered owner of an allotment dies, the allotment is inherited by the eldest son or another male heir. Women can only lease land or hold land in trust for their male heirs. Sale of land is prohibited, but land may be leased. Leases cannot be sold, except by the land owner. Both leases and allotments may be used to secure bank loans. Given the fact that there is already limited land available, especially for the allocation of town lots to all eligible males, this future increase in demand will put further pressure on the existing system of land allocation.

B. Relevant Provisions for Involuntary Resettlement in Tonga

113. There are no laws or legislations in Tonga that specifically address matters related to involuntary resettlement. Rather, land acquisition is governed by the following laws:

- (i) Constitution of Tonga as revised 1988 and 1990
- (ii) Government Act 1988
- (iii) The Land Act 1988 revised edition (amended in 1991 & 1997)

114. Specifically, the lease process and procedures stated in this project are based under Land Lease Act 1988 revised edition. Detailed procedures are based on the Ministry of Land's internal policies and procedures that were formulated to ensure that all land transactions are in line with the governing Act.

115. Collectively, these regulations provide a fundamental basis for acquiring land for this Project and for compensating land owners and users according to the registered use of the land. The Land (Amendment) Act (No.2) 1991 provides for the compulsory grant of easements to the Crown. The easement option is open for TPL and MEIDECC's purposes. However, TPL and MEIDECC have indicated they intend to lease all required lands.

116. A third party verification is not a requirement by the MLSNR. MLSNR process lease applications when prescribed forms are completed, signed and delivered to the Ministry. Once the landholder signs the form, the assumption is that he understood the lease terms prior to signing. (However, under the ADB SPS 2009, a third party verification will be required under the project.)

117. In summary, the King or the Minister of Lands can compel any holder of land to grant an easement to the Crown. If land, crops or premises are taken, the Government shall pay fair value or an amount determined annually by Government. People have the right to relinquish land for public purposes for no compensation voluntarily. A brief description of legislation about compensation and the provision of land is provided in the later section of this report.

C. ADB's Policy on Involuntary Resettlement

118. The ADB policy on involuntary resettlement is detailed as "Safeguard 2" in the ADB Safeguard Policy Statement (SPS) 2009. It emphasizes ADB's efforts to assist developing member countries in pursuing sustainable and inclusive economic growth. Also, ADB is committed to ensuring the social and environmental sustainability of the projects it supports.

119. In this context, the goal of the safeguards is to promote the sustainability of project outcomes by protecting people from projects' potential adverse impacts.

120. The objectives of ADB's social safeguards are to:

- (i) avoid adverse impacts of projects on people, where possible;
- (ii) minimize, mitigate, and compensate for adverse project impacts on affected people when avoidance is not possible; and
- (iii) Help borrowers/clients to strengthen their safeguard systems and develop the capacity to manage social risks.

121. The key principles of ADB's Involuntary Resettlement Policy and procedures relevant to the LAR are detailed in the later section of this report.

D. Comparison of Tonga and ADB IR Laws, Regulations and Procedures

122. The main variation between Tonga laws/regulation and ADB Safeguards policy are outlined below. Any key differences have been resolved of ADB policy, particularly in areas where practices are less subject to independent oversight.

123. Comparison of the Tonga LAR laws with the ADB requirements on involuntary resettlement under the Safeguard Policy Statement indicates that key elements of the ADB Policy are present in Tonga laws -particularly those related to valuation of immovable property. The ADB's principle of avoidance or minimization of resettlement is also reflected in Tongan Legislation.

124. The key policy difference is about providing compensation to DPs without lease/title to land and structures and provision of proactive livelihood restoration and improvement activities for DPs. The DPs under this Project are land owners of affected allotments; however, this is not expected to be an issue as they are supportive of leasing their lands to the project.

Policy Gap Analysis between ADB SPS and Tonga Laws on Land Acquisition and Resettlement

ADB SPS Requirements on Involuntary Resettlement	Tonga Laws on Land Acquisition / Resettlement	Equivalence or Gaps between ADB SPS and Tonga Laws	Gap-Filling Measures
Avoid involuntary resettle Minimize involuntary resettlement project and design alternatives.	Not specified in Tongan law.	Gap.	ADB Policy will be followed.
Enhance, or at least restore, the livelihood of all displaced persons in real term relative to pre- project levels. Improve the standards of living of the displaced people and other vulnerable groups.	Tongan law does not provide for compensation to improve livelihoods or housing, or specify the type or timing of compensation payable for assets.	Gap.	ADB Policy will be followed.
Screen the project early on to identify past, present, and future involuntary resettlement impacts and risks. Determine the scope of resettlement planning through a survey and/or census of displaced persons, including a gender	Not specified in Tongan law.	Gap.	ADB Policy will be followed.

ADB SPS Requirements on Involuntary Resettlement	Tonga Laws on Land Acquisition / Resettlement	Equivalence or Gaps between ADB SPS and Tonga Laws	Gap-Filling Measures
analysis, specifically related to resettlement impacts and risks.			
Carry out meaningful consultations with APs, host communities, and concerned NGOs. Inform all displaced persons of their entitlements and resettlement options. Ensure their participation in planning, implementation, and monitoring and evaluation of resettlement programs. Pay particular attention to the needs of vulnerable groups, especially those below the poverty line, the landless, the elderly, women and children, and Indigenous Peoples, and those without legal title to land, and ensure their participation in consultations.	No specific policy in Tongan Law. However, customary practice is to consult with all affected and potentially affected people. APs are informed and consulted on the project, plans, and the actions to be taken particularly in respect to compensation entitlements and options. There are no specific provisions for vulnerable people in Tongan law. However such practice is embedded in the customs and traditions of Tonga and the land tenure system. No specific policy in Tongan Law distinguishing between rich and poor; all citizens are treated equally.	Tongan practice is in line with ADB policy.	Customary practice will be followed, with additional inclusion of specific ADB requirements.
Establish a grievance redress mechanism to receive and facilitate resolution of the affected persons' concerns. Support the social and cultural institutions of displaced persons and their host population. Where involuntary resettlement impacts and risks are highly complex and sensitive, compensation and resettlement decisions should be preceded by a social preparation phase.	Grievance redress mechanisms are approved by Tonga on a project-by-project basis. Given traditional and customary processes of communication, community structures and leadership, procedures are often well communicated. However, these same societal structures can allow for power differentials to occur.	Tongan practice is in line with ADB policy.	Tongan practice will be used for the project in compliance with ADB policy.
Improve, or at least restore, the livelihoods of all displaced persons through (i) land-based resettlement strategies when affected livelihoods are land based where possible or cash compensation at replacement value for land when the loss of land does not undermine livelihoods, (ii) prompt replacement of assets with access to assets of equal or higher value, (iii) prompt compensation at full replacement cost for assets that cannot be restored, and (iv) additional revenues and services through benefit sharing schemes where possible.	Land Act, Section 141 provides powers to the Minister of Lands in case of loss of land for compensation in the form of land and/or cash. Land Act, Section 141 (2) provides for the payment of cash compensation for loss of structures. Tongan Land law provides for compensation to legal land users for crop/tree losses at rates determined by the government and established by Ministry of Agriculture. In practice, compensation is generally paid within a timeframe prior to the action of the civil works.	Tongan policy complies with ADB policy.	None required.
Provide physically and economically displaced persons with needed assistance, including the following: (i) if there is	No specific policy in Tongan Law. Tongan customs and traditions provide support for certain groups.	Tongan practice is in line with ADB policy.	Tongan practice will be used for the project in compliance with ADB policy.

ADB SPS Requirements on Involuntary Resettlement	Tonga Laws on Land Acquisition / Resettlement	Equivalence or Gaps between ADB SPS and Tonga Laws	Gap-Filling Measures
relocation, secured tenure to relocation land, better housing at resettlement sites with comparable access to employment and production opportunities, integration of resettled persons economically and socially into their host communities, and extension of project benefits to host communities; (ii) transitional support and development assistance, such as land development, credit facilities, training, or employment opportunities; and (iii) civic infrastructure and community services, as required.			
Improve the standards of living of the displaced poor and other vulnerable groups, including women, to at least national minimum standards. In rural areas provide them with legal and affordable access to land and resources, and in urban areas provide them with appropriate income sources and legal and affordable access to adequate housing.	Tongan law does not provide for compensation to improve livelihoods or housing. Tongan customs and traditions provide support for certain groups. There is no law relating to this provision.	Gap.	ADB Policy will be followed.
Develop procedures in a transparent, consistent, and equitable manner if land acquisition is through negotiated settlement to ensure that those people who enter into negotiated settlements will maintain the same or better income and livelihood status.	Not specified in Tongan Law.	Gap.	ADB Policy will be followed.
Ensure that displaced persons without titles to land or any recognizable legal rights to land are eligible for resettlement assistance and compensation for loss of non-land assets	Land users with no legal registration have no rights.	Gap.	ADB Policy will be followed.
Prepare a resettlement plan elaborating on displaced persons' entitlements, the income and livelihood restoration strategy, institutional arrangements, monitoring and reporting framework, budget, and time-bound implementation schedule.	Not specified in Tongan Law.	Gap.	ADB Policy will be followed.
Disclose a draft resettlement plan, including documentation of the consultation	Land Act, Section 142 requires the Minister of Lands to notify affected persons of Government's intention to acquire land at least 30 days prior to	Tongan practice is in line with ADB policy.	Tongan practice will be used for the project in compliance with ADB policy.

ADB SPS Requirements on Involuntary Resettlement	Tonga Laws on Land Acquisition / Resettlement	Equivalence or Gaps between ADB SPS and Tonga Laws	Gap-Filling Measures
process in a timely manner, before project appraisal, in an accessible place and a form and language(s) understandable to affected persons and other stakeholders. Disclose the final resettlement plan and its updates to affected persons and other stakeholders.	resumption. In practice, APs are informed and consulted on the project, plans, and the actions to be taken particularly in respect to compensation entitlements and options.		
Conceive and execute involuntary resettlement as part of a development project or program. Include the full costs of resettlement in the presentation of project's costs and benefits. For a project with significant involuntary resettlement impacts, consider implementing the involuntary resettlement component of the project as a stand-alone operation.	Note specified in Tongan Law.	Gap.	ADB Policy will be followed.
Pay compensation and provide other resettlement entitlements before physical or economic displacement. Implement the resettlement plan under close supervision throughout project implementation.	No specific policy in Tongan Law. In practice, each involuntary resettlement is assessed according to the development project. Compensation is generally paid within a timeframe prior to the action of the civil works.	Tongan practice is in line with ADB policy.	Tongan practice will be used for the project in compliance with ADB policy.
Monitor and assess resettlement outcomes, their impacts on the standards of living of displaced persons, and whether the objectives of the resettlement plan have been achieved by taking into account the baseline conditions and the results of resettlement monitoring. Disclose monitoring reports.	Not specified in Tongan Law.	Gap.	ADB Policy will be followed.

E. Principles and Policies of the Project

125. The following principles for the compensation of displaced people or families affected by the Project will be followed, and communicated to all stakeholders:

18. No displacement or civil works will take place prior to full compensation.

19. The cut-off date for identifying affected lands, families and individuals will be identified at the conclusion of the detailed measurement survey (DMS). This date will be when Project scoping will take place and when any affected people within the proposed project site will be informed.

20. project planning will include avoidance of the need for structural acquisition and

minimize agricultural land acquisition.

(iv) Where there is a permanent acquisition of land, identification, compensation and assistance will be provided before any construction commencing.

21. All displaced persons will receive compensation for non-land assets, even if they are without a lease or formal recognition.

(vi) All construction on agricultural land will be timed to avoid any impacts on the income and activities of adjoining land parcels. If impacts do occur, compensation will be provided to affected land and crops.

(vii) Detailed seminars and consultations will be available for all affected people to keep them informed of the process. Representatives of affected households will be involved in valuation meetings following detailed design.

(viii) A defined grievance procedure will be established. When a land owner or user does not agree with a decision regarding compensation or change of the land use (lease), it may not be exercised before the dispute is resolved judicially. Also, any person who feels that they are in any way worse off can take their grievance to the highest level, at the cost of the project.

(ix) There are no APs who face significant impacts (>10% of their land being leased and physically displaced from housing).

(x) Vulnerable groups, including female-headed households, the poor, disabled, or families with significant numbers of elderly or disabled members will receive additional support, assistance, and compensation to ensure that they are not severely affected.

(xi) DPs may use and exercise their rights to a land plot and make necessary expenditures in compliance with its purpose after notification of acquisition for public needs until compensation is agreed. However, there will be no entitlement to additional compensation based on these improvements if made after the cut-off date.

(xii) If a land plot becomes unviable due to acquisition, then the whole land plot will be compensated.

VI. ENTITLEMENTS, ASSISTANCE, AND BENEFITS

A. Entitlements to Compensation

126. All 5 private land owners as APs, are each eligible for compensation under the RP due to the proposed leasing of the land for construction of solar farms. Also, the allotment belonging to His Majesty are also expected to be compensated under this Project. An allotment owned by the government (Niufo'ou) will not require compensation as it is government-owned (pending final confirmation). Its land ownership status will be confirmed during detailed design.

B. Calculation of Compensation

1.Land

127. Compensation for the land will be offered either as a lump sum, annual payment or any variation depending on the preference of the land owners and agreement during negotiation. The leases will be undertaken between registered allotment owners and TPL and MEIDECC as negotiated and approved by Cabinet. The compensation sum initially estimated in this RP is based on the recent land transaction between TPL and land owners of the JICA-funded wind farm at Niutoua approved by the Cabinet on 5 May 2017²⁰ of about T\$ 16,667 per acre calculated on 20

²⁰ Cabinet decision numbers for 6 different leases under the JICA-funded wind farm project: CD.450 – on Government land (Tu'ipulotu Afiulo's reverted land), CD.451 – Tau'alupe Oko's land, CD.452 – Totoa Pohahau's land, CD.453 – government land (Seini Liku's reverted land), CD.454 – government land (Neomai Kengike's reverted land – 8A), CD.455 – Latu Kengike's land

years as the maximum period TPL and MEIDECC could lease the land. The TPL and MEIDECC will pay 50% of the lease fee before Cabinet approval of the agreed amount, and the remaining amount will be paid after approval or as agreed with the land owners. The transaction costs and registration fees will be borne by the project.

128. A total of 2.5 hectares of land is required for the Project, from 5 individual land owners, His Majesty, and the government land. Estimated total compensation costs during the three- year implementation period of about T\$110,000 (USD 47,185).

2. Food Gardens and Trees

129. Where a solar farm will be constructed, about four of the seven affected allotments is estimated to have crops and trees to compensate. This will be determined during detailed design. The Ministry of Agriculture & Fisheries (MAF) uses a standard compensation table determined by Government. This uses average yields and pre-determined prices. ADB guidelines indicate that prices should be determined in the market and assume that the farmer sells at the peak price.

3. Other Compensation

130. The proposed sub-project is expected not to result in any other losses to structures, residences, or community assets (land or non-land). In instances where this happens, in the cases of crops and trees, the project will utilize the schedule of payments under the Ministry of Agriculture; in the cases of structures or residences, this will be determined jointly by both the PMU and the affected land owner based on replacement cost of the said structure, residence or community assets. This will, however, be confirmed during the detailed design.

C. The Valuation Process

131. An initial asset valuation will be undertaken by the Project team. Before construction works commencing, the PMU ESU team (or its equivalent in PMU) will verify and certify the values using current Government and market rates. APs will be involved in the review and re- valuation. If the AP agrees with the valuation, then this will be used as the basis for negotiation. The detailed measurement survey will be used as the basis for calculation. If the AP disagrees with the valuation, as the current practice in land valuation in Tonga, the project will allow them to utilize an independent valuer that will be paid for by the Project.

D. Entitlements Matrix

Table 7 outlines the relevant entitlements for the subproject.

Table 7: Entitlement Matrix			
Type of Loss	Specificati	Affected	Compensation Entitlements
Permanent loss of rural or townland	All land losses independent of impact severity	Land Owners	<ul style="list-style-type: none"> □ Long term sub-lease based on the market value of the affected land. Or, once-off compensation equivalent to the 20-year lease, depending on the land owner's preference. □ Provision of all legal and other expenses associated with the lease. □ Compensation will be paid for unaffected portions of plots if they become unviable or have their usage rights altered after impact occurs. □ Payment for the affected assets/improvements on the land to be leased.
Economic and physical displacement	All land and non-land losses	Vulnerable Groups	<ul style="list-style-type: none"> □ ADB SPS 2009 will be enforced in that assistance will be provided to vulnerable APs/DPs, if any identified, to ensure that living standards the same as, or wherever possible better than, pre-project levels.
Permanent loss of rural or town land	All land losses independent of impact severity	Land Owners	<ul style="list-style-type: none"> □ Once off compensation payment equivalent to the 20-year lease payment to registered land owner
Standing Crops	Crops affected	Land Users	<ul style="list-style-type: none"> □ Cash compensation equivalent to the gross income from the crop calculated at the maximum annual market value of the total annual produce from affected land or the formal government rate – whichever is greater
Trees	Trees affected	Land Users	<ul style="list-style-type: none"> □ Fruit Trees - The full cost of seedling, the cost of preparation of a garden and lost profit at annual income (using maximum annual market values) multiplied by the number of years of fruiting remaining or the regular government rate – whichever is greater. □ Timber Trees - The full cost of seedling, the cost of preparation of a garden and maximum market value of maximum timber production per tree (at full maturity) or the regular government rate – whichever is greater.

VII. RESETTLEMENT BUDGET AND FINANCING PLAN

A. Responsibilities

132. To ensure that sufficient funds are available for LAR tasks, the Ministry of Finance (via the PMU) will allocate 100% of the cost of compensation at replacement cost and other expected costs estimated in this RP plus contingencies before RP implementation. As the IA, the PMU (or its equivalent) will be responsible for timely allocating the funds to implement the RP. Allocations will be reviewed immediately before land acquisition.

B. Budget Summary

133. The estimated budget for LAR activities under this RP is shown in Table 8 below as Sub Total (B). It indicates a total budget of T\$110,000 (USD 475,185) to implement the RP.

Table 8: Estimated Land Acquisition and Compensation Costs

S.N.	Item	Cost (TOP)	Cost (USD)
A	Compensation		
1	Land lease for 61Ha (TOP 16,667 ²¹ per acre x 60.3)	1.05	430,895
2	Assistance to vulnerable groups, if required	50,000	21,459
	Sub-Total (A)	1.10	452,354
B	Implementation		
1	Land Survey (DMS) Tongatapu – TOP 20,000 'Eua – 5,000 Vava'u- 5,000 Ha'apai – 5,00 x4 = 20,000 Niuafu'ou- 10,000	60,000	25,725
2	Consultations	50,000	21,460
	Sub Total (B)	110,000	47,185
	A + B Total	1,210,000	499,539
	Contingency (10%)	121,000	49,953
	TOTAL USD	1,331,000	549,492

DMS = detailed measurement survey, Ha = hectare,
Source: Feasibility Study Consultants

²¹ Based on recent cost of acquiring Noutua site for TOP 50,000 for 3 acres each allotment

VIII. INSTITUTIONAL ARRANGEMENTS

The institutional arrangement discussed below will be confirmed during detailed design.

18. Project Management Unit

134. A Project Management Unit (or its equivalent) will have the overall responsibility for all aspects of the project implementation. The Project Management Unit (PMU) within comprised of TPL and MEIDECC representatives will be responsible for the day-to-day management of the Project including cross-agency coordination and via the Environment and Social Unit (ESU) for RP implementation and monitoring the compensation and disbursement.

135. An Environment and Social Unit (ESU) will be formed within the PMU to plan, implement, and coordinate land acquisition, resettlement and environmental activities of loan effectiveness. The team will be staffed by a social safeguards officer²² and an environmental specialist officer.

136. The Crown Law Office will provide overall guidance on Tonga's requirements and legal issues relating to land acquisition. Although PMU staff will be funded through counterpart funding, the operations of the Environment and Social Unit will be financed through a portion of the PMU support funds allocated through the grant for the duration of project implementation.

B. Design & Construct Contractor (DCC)

137. The Project will have its detailed design and construction contracted out. The PMU will be in charge of elaborating the design and construction documents for the project and tendering for the DCC. During design, the DCC will collaborate and work closely with the PMU/ Environment and Social Unit to:

- (i) look for measures and alternatives to avoid and minimize land acquisition and resettlement impacts;
- (ii) assemble all documents required for compensation;
- (iii) carry out topographic surveys of land to be leased or replacement lands if applicable;
- (iv) elaborate layouts for alternate land;
- (iv) conduct land marking and pegging of the land assigned for temporary use and permanent occupation of acquired land.

C. District and/or Town Officer

138. District and/or Town Officer will play a facilitation role throughout implementation. They will work in close collaboration with the Environment and Social Unit and the contractor to:

1. Become the Grievance Focal Point (GFP) for their respective site;
2. Assist consultation during implementation;
3. Identify land losses incurred by land owners and agricultural losses;
4. Together with DPs, be involved in the detailed monitoring survey and subsequent valuation discussions; and
5. Assist with implementation of compensation payments.

Table 9 summarizes the roles of relevant institutions during the implementation of the Resettlement Plan.

²² Provided under the GAP

Table 9: Institutions Involved in Resettlement Implementation

Activities	Responsible Agency
A. Preparation and Updating of RP	
a. Project disclosure and public consultation	PMU ESU
b. Tendering and award of Design & Construct Contractors (DCC)	PMU
c. Survey and marking of subproject sites	PMU/DCC
d. Final Loss assessment	PMU ESU
e. Final Survey and establishment of market unit prices	PMU with Ministry Agriculture
f. Consultation and agreement of compensation	PMU ESU,
g. Update and approval of Final RP	ADB, DoEnv
h. Disclosure to the DPs and the public by IA and posting on ADB website	PMU & ADB
B. RP Implementation	
i. Approval and release of funds for compensation	EA and PMU
j. Verification of APs	PMU ESU
k. Monitoring	PMU ESU
l. Grievance and redress	District & Town Officer, PMU, Minister Lands
m. Preparation of leases	MLSNR
n. Payment of compensation	PMU
o. Acquisition of affected lands	MLSNR/ TPL & MEIDECC
p. Submit compliance documents to ADB	PMU and EA
q. Validate compliance of RP implementation	ADB and EA
C. Construction Stage	
r. Confirm "No Objection" for the beginning of civil works	ADB
s. Subproject construction	DCC

ADB = Asian Development Bank, DCC = Design & Construct Contractors, DoEnv = Department of Environment, ESU = Environment & Social Unit, MLSNR = Ministry of Lands, Survey & Natural Resources, MEIDECC, Ministry for Meteorology, Energy Information, Disaster Management, Environment, Climate Change and Communications, PMU = project management unit, TPL = Tonga Power Limited

IX. IMPLEMENTATION SCHEDULE

Responsibilities to Implement Resettlement Plan

A. Pre-Resettlement Activities

139. The PMU will undertake a detailed verification and update of the RP once the project details are finalized during detailed design. The changes to the RP will be verified with the PMU and require approval from the EA and ADB, with full disclosure before commencement of any LAR activities.

140. The final RP includes the full details of all land and resettlement arrangements, including verification by the APs. This requires approval by ADB.

The DCC in charge of finalizing the design and undertaking Project construction will assist the PMU to:

- (i) Update the RP based on the detailed measurement survey and inventory of losses and disclose to the project communities, and upload to government and ADB websites;
- (ii) Assemble all Cabinet-approved land lease documents;
- (iii) Carry out topographic surveys of the leased land and compensation;
- (iv) Prepare detailed layouts indicating the location of the worksites and the permanent infrastructures and the perimeter of the required areas; and
- (v) Conduct the land marking and the pegging of the lands assigned for temporary use and permanent occupation and determining actual size of lands to be leased by the project.

B. Resettlement Implementation Phase

141. Disbursement of cash will follow the approval of budgets for cash compensation. The Environment and Social Unit will inform the Affected Persons of the schedule of fund release. They will also advise the Affected Persons to produce acceptable legal documents about their identification for claiming the compensation. It is the main responsibility of the PMU to ensure that all the compensations and entitlements have been paid to and settled with Affected Persons before construction.

142. The Affected Persons will be paid and all RP compensation-related activities completed before signing a document signifying their satisfaction with and receipt of the compensation package. The PMU Environment and Social Unit will guide the PMU in preparing lease/ contract documents, including Ministry of Land supplied forms, to be used for the settlement of obligation in the lease of affected land.

143. All resettlement activities will be completed before clearing the construction sites. The PMU will initiate the following steps in releasing the cash compensation and entitlements to DPs:

- (i) The Environment and Social Unit (ESU) will advise the APs of the fund release schedules including required legal documents for their identification in claiming due compensation and entitlements.
- (ii) The ESU will facilitate for receipt of the resettlement compensation from the Ministry of Finance and disburse it directly to APs on presentation of identification.

- (iii) The ESU will require the APs to sign a document indicating the receipt of them compensation and entitlements.
 - (iv) The ESU will arrange for new leases to be issued where relevant.
 - (iv) The ESU will require the APs to sign a document indicating completion of their LAR activities, stating that they have no further claims.
 - (v) This will be summarized by the PMU and forwarded to ADB as part of no-objections for the commencement of construction.
145. A compensation completion report, cleared by ADB, will signal the beginning of civil works. An updated RP is required prior to the start of any compensation.
146. The implementation schedule below outlines the sequence of activities. Some of these steps will overlap in their timing, and some will be repeated throughout the project schedule.

Table 10: Implementation Schedule for Each Proposed Sites

S.N.	Activities	Estimated Time	In-Charge
1	Confirmation of land requirement and initial identification of land owner through Town Officer confirmation	16 Weeks (June-August 2018)	TPL and MEIDECC/ Consultants/PMU
2	<i>Note: If unregistered land or land owner not identified, the Ministry of Lands, Survey and Natural Resources (MLSNR), to conduct a land survey upon the request of project proponent.</i>	1-2 Weeks	
3	Contact land owner (through the Town Officer)	3 days	TPL and MEIDECC/ Consultants/PMU
4	Meet with land owner to confirm initial agreement to lease the land	1 week	As above
5	Verify land ownership status, government land valuation, and market valuation	2 weeks	Ministry of Lands Private Valuer
6	Agree proposed compensation amount within TPL and MEIDECC before negotiation with land owner	1 week	TPL/ MEIDECC Committee
7	Organize follow-up meeting with land owner, or representative, to negotiate price	2 weeks	TPL/ MEIDECC Consultants/PMU
8	Allow time for land owner to consult with family and own land valuer	1 week	Land owner
9	Prepare government lease form and compensation agreement form	1 week	Ministry of Lands
10	Facilitate signing and payment of lease form and compensation agreement (50% payment or as per agreement) with land owner(s) with <u>third party</u> verification (TPV)	1 day	TPL/ MEIDECC Consultants/PMU
11	Compile forms and return to MLSNR for Minister's endorsement to get to Cabinet approval	1 week	TPL/ MEIDECC Consultants/PMU
12	Submit for Cabinet approval	1-2 weeks	MLSNR
13	Payment (final 50% or as per agreement with land owners)	1 day	TPL/ MEIDECC Consultants/PMU
14	Collect Deed of Lease from MLSNR	One week (if priority)	TPL/ MEIDECC Consultants/PMU

S.N.	Activities	Estimated Time	In-Charge
15	Final land survey and submission to MLNSR for filing	1 week	TPL/ MEIDECC MLSNR
16	Proponent submits the Deed of Lease and compensation completion report to ADB and who else?	1 week	TPL/ MEIDECC Consultants/PMU
	Estimate Time Frame	7 Months	

Table 10: Implementation Schedule for Each Proposed Sites

S.N.	Activities	Estimated Time	In-Charge
	Estimate Time Frame	7 Months	
17	Commencement of civil works		

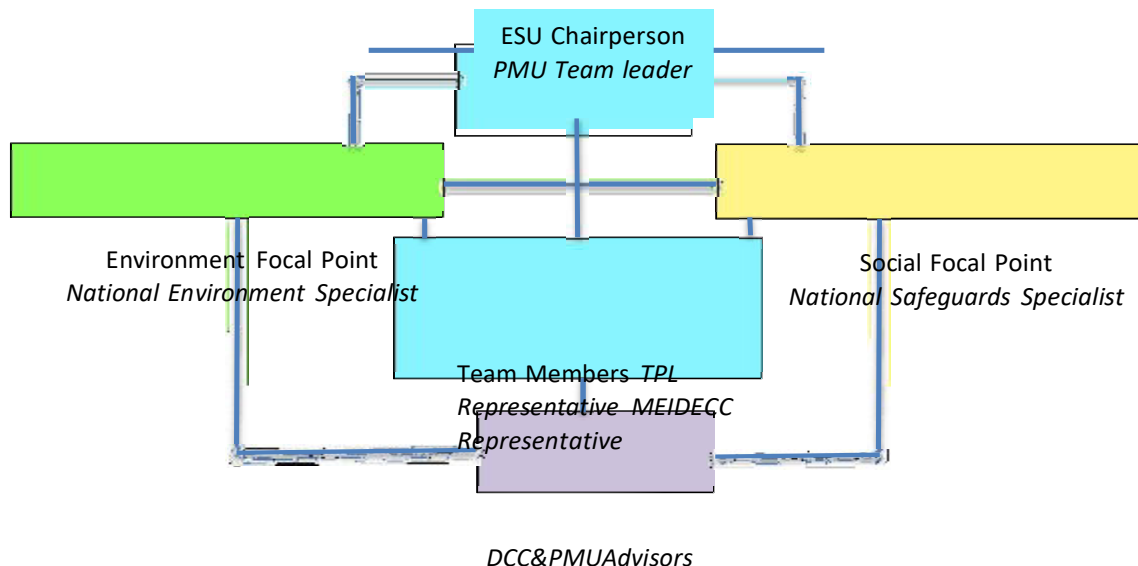
X. MONITORING AND REPORTING

145. The primary objective of monitoring is to identify as early as possible the activities achieved and the cause(s) of constraints so that the arrangements in the RP implementation can be adjusted. Also, to get Affected Person's feedback on the RP implementation and corrective actions, if required. Monitoring is essential because RP implementation is often the critical path for any project where civil works are involved, due to issues of land acquisition, compensation, and resettlement that may cause a delay in civil works. The early identification of the causes of delay will enable the PMU (with support from the PIA consultants), to prepare the mitigating measures during RP implementation.

146. The PMU will establish a safeguards team; the Environment Social Unit (ESU). The ESU will comprise of representatives from the Project Implementation Assistance Consultants (PIAC), along with representatives from TPL and MEIDECC. All LAR tasks will be monitored internally, and progress reported to the government and ADB. Monitoring will be carried out by the PMU Environment and Social Unit, with the assistance of the safeguard specialist(s) and the District/Town officer. Process indicators will relate to implementation outputs and deliverables. All data collected will be disaggregated by gender. These will be collected directly from the field and will be reported monthly to the PMU to assess the RP implementation progress and adjust the work plan if necessary. These reports will be consolidated in the supervision reports for ADB and submitted semi-annually.

147. Upon the completion of civil works, the PMU will prepare a post-RP implementation evaluation report that will assess both the permanent land acquisition and other impacts of the Project focusing on the conditions of APs especially those who were identified as vulnerable.

148. Figure 7 provides a proposed structure for the ESU.



APPENDICES:

APPENDIX A - LAND DEED FOR MATATOA, TONGATAPU

[illegible][illegible]

Kae ngofua li he Lemi, pe ko hono nguahe 'oa pe ko kinarelu 'a fakafafonga. ia, ke hiki 'a e nguahefale.
But it shall be lawful for the Lemoe, his heirs or those that represent him to remove all houses

ma e ngahi ma'a kua rau daga i he honga fono ni. Pea 'oku fakapapa 'e he tohi ni kapu 'e kakau 'a e 'aho
and instruments which may have been built on the said land. And it is hereby agreed by these presents if

¹² *le segala mo raba* (21) *hi* *le 'a e 'aho na'e wawa le asongi 'e le Lasi*, *pe ko hono ngahi 'oa, pe ko kinanola 'e*
at the conclusion of baptism (21) *days from the day the man becomes due by the Lasses, his heirs or his*

fakafefonga ia, ki he Lerou pe ke kinamolu'e hoko kiate ia, kae'uli ko e no fonoa ni. 'o hange 'ulu na'e 'i he wai ni
 representations to the Lessor or her representatives because of this Lease, as is recorded in this Deed, the con-

'o kapua kua te'iki tawangi 'a e pa'anga lili pe ko ha konga 'o e pa'anga Hui, 'e ngafua he ma'u 'e he Lessor pe ko

kiwamata 'e kōko kiāte ia, kōro karos pe ko ha kōroa 'o e fōmas 'ōta n'a 'i he tohi si, pe'a he fukamameli 'e a'gōfō
when negotiations of all or parts of the lands herein leased by this Deed, or to sell by auction the houses or

fale pe ha fale, pe ho mo'a 'oka ta'u The kongas foras ri, se'unga mo e pa'unga 'oka mo'as ki ai 'a e Lasi, pe ko hono

nganihi 'ou pe ko kiamatolu 'e fahafahinga ia, ko e me'a 'i he no fonoa ni pe ko 'ene 'aku' avile 'i ha fakamaau'anga fa'anga 'e

Pale'anga ke toe mau'a mai 'a e fili ko ia kuo kau ki ai.

Hakri ki ha *ahinima fakamo'oni* 'a e *Minisita* 'o e *Fonua* pea ma 'ai 'a e *sila* 'o 'ene potungane kuo at 'ai

Witness the signature of the Minister of Lands and the seal of his office both affixed hereto in the name of His Majesty the King.

Majesty and in accordance with the one hundredth and fifteenth Clause of the Constitution of

Tonga, 1893, on the fourteenth day of the month of August in the Year of our

and the signature of the Lesser

and his seal done on the 17th Month of August

in the year of our Lord two thousand twenty





Ministerio de Kapivari.

1. *Signature* _____

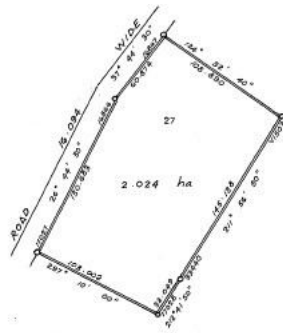
Fakamo'o'i ki he fakamo'o'i 'a e Lesi.
Witness to the signature of Lessee.

Kuu Keesida i he Tohi Lesitau 'o e Palangu 'o Tonga i he Ufui 'o e Minista 'o e Foma.

Registered in the Registry of Leases of the Tongan Government, in the Office in the

Naka/afola, on the day of the month of
August 1911

Ministerio de Fomento
Minister of Lands



E. B. [Signature]
 Scale 1:2000
 SIPINGA FIKA 7
 FORM NO. 7

TOHU 'O E TOE FAKAPAPAU KE LISI
FORM OF ADDITIONAL COVENANT IN TOWN LEASES

Pea 'oku fakapapau heni 'e he Lesi pe ko e kau faisohti tuka, pe kau pule mo kinautolu 'oku hoko atu 'e 'ikui ke lango pe
 And the Lessee for himself, his executors, administrators and assigns doth hereby covenant that the said Lessee will not at any time
 feinga ke lango 'i he kelekele 'oku 'atu heni 'i ha taimi ha fale 'a'e tomp'a ma'u ha fakangofua 'a e Minisitia Fonua pea ka
 erect or cause to be erected upon the premises hereby demised any building or structure without the consent thereto of the Minister of
 mau mau 'i 'e he Lesi 'a e fakapapau ko eni ka ne lango pe to ne feinga ke lango ha fale kae 'a'e 'oku ma'u ha fakangofua
 Lands having first been obtained, and if the Lessee in breach of the said covenant shall erect or cause to be erected any such building with
 'oku ngofua fakalao ki he Minisitia Fonua ke ha ki he ngaahi kelekele 'oku 'atu heni pea to'o pe foku ke to'o 'a e ngaahi
 out having first obtained such permission it shall be lawful for the said Minister of Lands to enter upon the land hereby demised and remove
 fale kolia pea 'e totongi 'e he Lesi 'a e ngaahi totongi 'o e ngase kolia.
 or cause to be removed such buildings at the expense of the Lessee.

SIPINGA FIKA 10
 FORM NO. 10

SIPINGA 'O E TOE FAKAPAPAU KI HE LISI KOTOA PE
FORM OF ADDITIONAL COVENANT TO EVERY LEASE

Pea 'oku fakapapau 'e he pea 'i he vahi 'a 'e ongo 'i 'ahi ki heni 'oku pau ke toe fakakaukau 'i 'a e totongi lili 'oku totomu
 And it is agreed by and between the parties hereto that the rent payable under the conditions of this lease shall
 ke fai 'i he ngaahi 'a'u 'a'u 'i he felototi ki ai 'a e ongo 'i 'ahi 'i he 'osi 'a e 'a'u 'e nima takinaha mei he 'aho na'e fai ai eni.
 be subject to revision by mutual agreement between the parties at the termination of each five years from the date
 Pea 'o kapau he 'ikui ke loto sika 'a e ongo 'i 'ahi 'oku pau ke 'fokotu 'a e totongi 'e he Kapineta pea ka 'i ai ha fakaf'ou
 hereof and if the parties shall fail to agree the rent shall be determined by Cabinet and any such revision
 totongi lili pehe 'e fai 'oku pau ke tohi ia ki he tohi lili ni mo fakamo'oni' fakalao. (Fakalaki 'e he Fika 16 'o e 1953).
 shall be endorsed upon this lease and duly authenticated. (Added by No. 16 of 1953).

APPENDIX B – LAND TITLES FOR OUTER ISLANDS

'EUA ISLAND

Ku e Tohi Fakamo'oni na fomu 'eni kuo fai 'i hono *angofulu na nua* *twenty fifth* *'o e 'aho*
This Deed of Lease *day of*
'o e mahina ko *'Aokesi* *'i he Ta'u 'o hotau 'Eiki 'e uafu* *angofulu* *'e he*
the month of *August* *in the year of Our Lord two thousand* *twenty* *by*

'Ene 'Afio ko *Tupou VI ko e Tu'i 'o Tonga.* *'i he potu 'e taha'a la 'oku ui* *The tohi ni ko e Lesoa (ko e no atu)*
His Majesty *Tupou VI King of Tonga* *of the one part, hereinafter* *called in this Deed the Lessor*

pea mo *TONGA POWER LIMITED* *'o* *'OHUVA, 'EUA* *'i he potu 'e taha,*
and *of* *of the other part,*

'a ta 'oku ui 'i he tohi ni ko e Lesi (ko e no mai). Pea 'oku fakamo'oni 'i he tohi ni ko e me'a 'i he totongi ma'u pe 'i he
hereinafter called in this Deed the Lessee. Witnesseth that in consideration of the payment of the yearly rent that
ngaahi ta'u kotoa pe, 'o hange 'oku ui 'i he tohi ni pea mo fai ki he ngaahi alea 'o e tohi ni 'e he Lesi, pe ko hono
is recorded in this Deed and the performance of the covenants in this Deed by the Lessee, his heirs and
ngaahi 'ea, mo kinautolu 'e fakafongoa ia, 'e no atu 'e he Lesoa koe'ahi ko ia mo kinautolu 'e hoko kiate ia, ki he Lesi
representatives, the Lessor leases for himself and his successors to the Lessee, his heirs and represen-
mo hono ngaahi 'ea, mo kinautolu 'e fakafongoa ia 'a e konga fonna 'oku
tatives, all that piece of land situated at 'Ohuva, 'Eua with an area of 34 1/2 a/c being part
of Kefepi Vaitua's tax allotment and known as Lot A in Block 8/105.
Commencing on Boundary Pillars T7929, there runs consecutively on the following bearings and
distances 80° 49' 50" for 127.214 metres to BP T7929, 170° 49' 05" for 77.441 metres to BP T7929,
215° 49' 30" for 8.618 metres to BP T7920, 260° 52' 00" for 121.115 metres to BP T7928, 358° 48' 35"
for 103.536 metres to the point of commencement.

'O fakatatau ki he ngaahi lao 'oku ui 'i he tohi Konstitutone 'o Tonga 'o e Ta'u 'e taha'afe ma valungeau ma
In accordance with the Act of Constitution of Tonga, of the Year one thousand eight hundred and eighty-eight
valungofulu ma valu (1888). Pea 'e ma'u 'e he Lesi mo hono ngaahi 'ea, mo kinautolu 'e fakafongoa ia 'a e konga
(1888). And the Lessee, his heirs, and representatives, shall hold the piece of land described in this
fonna 'oku ui 'i he tohi ni mei hono *angofulu na nua* *'o e 'aho 'o e mahina ko* *'Aokesi* *'i he Ta'u 'o hotau 'Eiki 'e*
Deed from *twenty fifth* *day of the month of* *August* *in the year of Our Lord*
uafu *angofulu* *'o a'u ki hono* *angofulu na nua* *'o e 'aho 'o e mahina ko* *'Aokesi*
two thousand *twenty* *until the* *twenty fifth* *day of the month of* *August*
'i he Ta'u 'o hotau 'Eiki 'e uafu ma *angofulu*
in the year of Our Lord two thousand *twenty*

Pea 'oku fuakava ni 'e he Lesi koe'ahi ko ia mo hono ngaahi 'ea mo kinautolu 'e fakafongoa ia, te ne
And the Lessee covenants for himself, his heirs, and representatives, that he will pay the
totongi 'a e pa'anga 'e *\$1000.00* *ko e pa'anga ikuhau 'i hono* *angofulu na nua* *'o e 'aho 'o e mahina ko* *'Aokesi*
sum of *in legal currency on the* *twenty fifth* *day of the month of* *August*

'i he ta'u taki taha kotoa pe ki he Lesoa mo kinautolu 'e hoko kiate ia koe'ahi ko e no fonna ni. Pea 'e fai 'a e fuafua
in each and every year to the Lessor or her successors because of this Lease. And will make
totongi ko ia 'i he 'aho 'oku fakamo'oni' mo tahi ai e tohi ni. Pea 'oku fuakava 'e he Lesi koe'ahi ko ia, mo hono
the first payment of the same on the execution of this Deed. And the Lessee for himself, his heirs and
ngaahi 'ea, mo kinautolu 'e fakafongoa ia, te ne fai talangofua ki he ngaahi ta'u'uni 'e folotu' 'e he Tu'i mo
representatives, hereby covenants that he will comply with the regulations made by the King and the Legislative
'e Fale Alea mo e Pule'anga 'o hange ko e ngaahi lao 'oku kau ki he tohuni'a mo e ngaahi 'a e ngaahi hala, mo e ngaahi lao koto
Assembly and Government: such as the laws relative to weeding the frontage and making the roads, and all the
'a e ngaahi ne'uni'uni kotoa 'e folotu' 'e he Tu'i mo e Fale Alea mo e Pule'anga. Pea ko e Lesi ke ne
municipal laws and ordinances which shall be made by the King and the Legislative Assembly and Government. "And the Lessee
to e fuakava ma'ana, ma'a hono ngaahi 'ea mo e kau fakafongoa he 'ikai te ne tahi ha to e lisi pe fesoongi-tai, 'a e lisi ni ta'e
further covenants for himself, his heirs and representative that he will not grant a sub-lease of, or transfer this lease without the
loto ki ai 'a e Kapineiti kima'a hono ma'u mai 'o e kekekele.
consent of Cabinet before Land obtained.
"Pea hula'ange, ke fakapapu 'e he Lesi ma'ana, ma'a hono ngaahi 'ea mo e fakafongoa koe'ahi ko e kekekele kuo lisi 'i
"And furthermore, the Lessee covenants for himself, his heirs and representative that in respect of the land hereunder leased, he will
heni, he 'ikai te ne: (a) si'aki, si'etokanga'i pe ta'e ngaue'i ia ki he vaha'a taimi pe ngaahi vaha'a taimi ko hono faka-katoa ko
not: (a) abandon, neglect or fail to use it for any periods of altogether 3 years. (b) use or permit any persons to use it for
e ta'u 'e 3. (b) ngaue'aki pe fakalangofua ha taha pe ni'hi ke ngaue'aki ia ki ha tumu'a kehe ane ko ia na'e fai ki ai e kole
any purpose other than that upon which application and approval have hitherto been made, or (c) receive any
pea mo hono tali pe (c) tali ha pa'anga pe ha fa'ahinga totongi kehe mei ha taha pe ni'hi ko e fakalahi'aki 'a e mahu'inga
money or other form of payment from any person or persons in addition to or instead of the
kuo tahu'i pau 'i hen.
sum specified herein.

Kae ngofua ki he Lesi, pe ko-hono-ngaahi 'oa pe ko kinauolu 'e fakafongoa la, ke hiki 'a e ngaahi fale.
But it shall be lawful for the Lessee, his heirs or those that represent him to remove all houses

mo e ngaahi me'a kuo nau langa 'i he konga foma ni. Pea 'oku fakapopau 'e he tohi ni kapa 'e kakaio 'a e 'aho
and improvements which may have been built on the said land. And it is hereby agreed by these presents if

'e uofulu ma taha (21) hifi 'a e 'aho na'e totou ke totou 'e he Lesi, pe ko-hono-ngaahi 'oa, pe ko kinauolu 'e
at the expiration of twenty-one (21) days from the day the rent becomes due by the Lessee, his heirs or his

fakafongoa la, ki he Lesoa pe ko kinauolu 'e hoko kiate la, koe'ahi ko e no foma ni, 'o hange 'oku tu'u 'i he tohi ni
representatives, to the Lessor or her successors because of this Lease, as is recorded in this Deed, the rent

'o kapa kuo te'eki totou 'a e pa'anga list pe ko ha konga 'o e pa'anga list, 'e ngofua ke ma'u 'e he Lesoa pe ko
hereby reserved or any part of it should remain unpaid, it shall be lawful for the Lessor or her successors to

kinauolu 'e hoko kiate la, hoko katoa pe ko ha konga 'o e foma 'oku tu'u 'i he tohi ni, pea ke fakasautaki 'a e ngaahi
take possession of all or parts of the lands herein leased by this Deed, or to sell by auction the houses or

fale pe ha fale, pe ha me'a 'oku tu'u 'i he konga foma ni, 'e'anga mo e pa'anga 'oku mo'ua ki 'a e Lesi, pe ko-hono
house or anything which may be on this land, to the amount of rent owing by the Lessee, his heirs or

ngaahi 'oa pe ko kinauolu 'e fakafongoa la, ko e me'a 'i he no foma ni pe ko 'ene 'eke'i 'avile 'i ha fakama'anga 'e'anga 'o e
representatives, because of the rent of his land or to take civil proceedings in a court of competent jurisdiction of the Kingdom for the

Pule'anga ke toe ma'u mei 'a e list ko la kuo lau ki ai.
recovery of the said rent.

Bukai ki he tohina fakamo'oni 'a e Minista 'o e Foma pea mo 'ai 'a e sila 'o 'ene potungane kuo ne 'ai
Witness the signature of the Minister of Lands and the seal of his office both affixed hereto in the name of His

'i he huafa 'o 'Ene 'Afo 'o hange ko-hono-teau ma hongofulu ma nima 'o e kapu 'o e Tohi Konstitusione 'o
Majesty and in accordance with the one hundredth and fiftieth Clause of the Constitution of

Tonga, 1888, 'i hono *hongofulu ma nima* 'o e 'aho 'o e mahina ko *Akosi* 'i he Ta'u 'o hotau
Tonga, 1888, on the *twenty fifth* day of the month of *August* in the Year of our

'Eiki ko e ta'u 'e uafu *hongofulu ma nima* pea kuo 'ai mo e tohina fakamo'oni
Lord two thousand *twenty fifth* and the signature of the Lessee

'a e Lesi mo hono sila 'i hono *hongofulu ma nima* 'o e 'aho 'o e mahina ko *Akosi*
and his seal done on the *twenty fifth* day of the month of *August*

'i he Ta'u 'o hotau 'Eiki ko e ta'u uafu *hongofulu ma nima*
in the year of our Lord two thousand *twenty fifth*

[Signature]
Minista 'o e Kapinele.
Cabinet Minister.



[Signature]
Minista 'o e Foma.
Minister of Lands.



[Signature]
Fakamo'oni ki he fakamo'oni 'a e Lesi.
Witness to the signature of Lessee.

[Signature]
Ko e Lesi.
Lessee.



Bua Tesisita 'i he Tohi Lesitisi 'o e Pule'anga 'o Tonga 'i he 'Ofisi 'o e Minista 'o e Foma,
Registered in the Registry of leases of the Tongan Government in the Office of the Minister of Lands,

Nuku'alofa, 'i hono *hongofulu ma nima* 'o e 'aho 'o e mahina ko *Akosi* 20/20
Nuku'alofa, on the day of the month of *August* 20/20

Fika
No. 9747.

[Signature]
Minista 'o e Foma.
Minister of Lands.





R. J. J. J.
Scale 1:2500

SIPINGA FIKA 7
FORM NO. 7

TOHI 'O E TOE FAKAPAPAU KE LISI
FORM OF ADDITIONAL COVENANT IN TOWN LEASES

Pea 'oku fakapapau heni 'e he Lesi pe ko e kua fatichi nuku, pe kam pule mo kinamotu 'oku hoko atu 'e 'Itai ke langa pe
And the Lessee for himself, his executors, administrators and assigns doth hereby covenant that the said Lessee will not at any time

feinga ke langa The ketekele 'oku 'atu hent 'I ha tatou ha fale te'eki tonu'a ma'n ha fakangofua 'a e Minisia Foma pea ka
erect or cause to be erected upon the premises hereby demised any building or structure without the consent thereto of the Minister of

manumai 'e he Lesi 'a e fakapapau ko eni ka me langa pe te nefeinga ke langa ha fale hae te'eki tonu'a ma'n ha fakangofua
Lands having first been obtained, and if the Lessee in breach of the said covenant shall erect or cause to be erected any such building with

'oku ngofua fakalao ki he Minisia Foma ka hu ki he ngahi ketekele 'oku 'am heni pea to'o pe foham ke to'o 'a e ngahi
out having first obtained such permission it shall be lawful for the said Minister of Lands to enter upon the lands hereby demised and remove

fale kotoa pea 'e totongi 'e he Lesi 'a e ngahi totongi 'o e ngahi kotoa.
or cause to be removed such buildings at the expense of the Lessee.

SIPINGA FIKA 10
FORM NO. 10

SIPINGA 'O E TOE FAKAPAPAU KI HE LISI KOTOA PE
FORM OR ADDITIONAL COVENANT TO EVERY LEASE

Pea 'oku fakapapau 'e he pea 'I he voha 'a 'o e ongo fa'ahi ki heni 'oku pan ke toe fakamauan 'a e totongi lisi 'oku totomu
And it is agreed by and between the parties hereto that the rent payable under the conditions of this lease shall

ke fai 'I he ngahi m'au'au 'I he fetotai ki ai 'a e ongo fa'ahi 'I he 'ost 'a e tu'u 'e nima takitaha mei he 'aho na'e fai ai eni.
be subject to revision by mutual agreement between the parties at the termination of each five years from the date

Pea 'o kapa he 'Itai ke loto voha 'a e ongo fa'ahi 'oku pan ke fakamauan 'a e totongi 'e he Kapineti pea ka 'I ai ha fakafu'ou
hereof and if the parties shall fail to agree the rent shall be determined by Cabinet and any such revision

totongi lisi pehe 'e fai 'oku pan ke tohi ia ki he tohi lisi ni mo fakamauan 'a e totongi. (Fakalati 'e he Fika 16 'o e 1953).
shall be endorsed upon this lease and duly authenticated. (Added by No. 16 of 1953).

Vava'u Island

SMALL COPY
AND RECEIPT

Ko e Tohi Fakamo'oni no fomu 'eni kuo fai 'i hono *hangofulu ma folu* 'o e 'aho
This Deed of Lease *thirteenth* day of

'o e mahina ko *Akosi* 'i he Ta'u 'o hotau 'Eiki 'e uafu *hangofulu* 'e he
the month of *August* in the year of Our Lord two thousand *twenty* by

'Ene 'Alo ko Tupou VI ko e Tu'i 'o Tonga, 'i he potu 'e taha'a ia 'oku ui 'i he tohi ni ko e Lesoa (ko e no atu)
His Majesty Tupou VI King of Tonga of the one part, hereinafter called in this Deed the Lessor

pea mo *Tonga Power Limited* 'o *Onua, Vavai* 'i he potu 'e taha,
and of of the other part,

'a ia 'oku ui 'i he tohi ni ko e Lesi (ko e no mai). Pea 'oku fakamo'oni 'i he tohi ni ko e me'a 'i he totongi ma'u pe 'i he
hereinafter called in this Deed the Lessee. Witnesseth that in consideration of the payment of the yearly rent that

ngaahi ta'u kotoa pe, 'o hange 'oku ta'u 'i he tohi ni pea mo fai ki he ngaahi alea 'o e tohi ni 'e he Lesi, pe ko hono
is recorded in this Deed and the performance of the covenants in this Deed by the Lessee, his heirs and

ngaahi 'ea, mo kinautolu 'e fakafongia ia, 'e no atu 'e he Lesoa koe'whi ko ia mo kinautolu 'e hoko kiote ia, ki he Lesi
representatives, the Lessor leases for himself and his successors to the Lessee, his heirs and represen-

mo hono ngaahi 'ea, mo kinautolu 'e fakafongia ia 'a e konga fongia 'oku
tatives, all that piece of land situated at *Onua, Vavai with an area of 2.24 ha and being part*
of Kings estates and known as lot 27 Plan 443.

Commencing on Boundary Pillars 17027 thence run consecutively as the following bearings and distances 26° 44' 30" for 130.483 metres to BP 16866, 37° 04' 30" for 60.874 metres to BP 16867, 124° 32' 40" for 101.870 metres to BP 15503, 211° 54' 50" for 115.132 metres to BP 33440, 212° 41' 50" for 33.049 metres to BP 17028, 297° 10' 00" for 103.002 metres to the point of commencement.

'O fakatatau ki he ngaahi lao 'oku nu'u 'i he tohi Konisitutone 'o Tonga, 'o e Ta'u 'e taha'pe ma valungea ma
In accordance with the Act of Constitution of Tonga, of the Year one thousand eight hundred and eighty-eight

valunge'ulu ma vala (1888). Pea 'e ma'u 'e he Lesi mo hono ngaahi 'ea, mo kinautolu 'e fakafongia ia 'a e konga
(1888). And the Lessee, his heirs, and representatives, shall hold the piece of land described in this

fongia 'oku ta'u 'i he tohi ni mei hono *hangofulu ma folu* 'o e 'aho 'o e mahina ko *Akosi* 'i he Ta'u 'o hotau 'Eiki 'e
Deed from *thirteenth* day of the month of *August* in the year of Our Lord

uafu *hangofulu* 'o a'aki hono *hangofulu ma* 'o e 'aho 'o e mahina ko *Akosi*
two thousand *twenty* until the *twelfth* day of the month of *August*

'i he Ta'u 'o hotau 'Eiki 'e uafu ma *hangofulu ma nima*
in the year of Our Lord two thousand *forty-five*

Pea 'oku fuakava ni 'e he Lesi koe'whi ko ia mo hono ngaahi 'ea mo kinautolu 'e fakafongia ia, te ne
And the Lessee covenants for himself, his heirs, and representatives, that he will pay the

totongi 'a e pa'anga 'e \$1000.00 ko e pa'anga tukuhau 'i hono *hangofulu ma folu* 'o e 'aho 'o e mahina ko *Akosi*
sum of in legal currency on the *thirteenth* day of the month of *August*

'i he ta'u taki taha kotoa pe ki he Lesoa mo kinautolu 'e hoko kiote ia koe'whi ko e no fongia ni. Pea 'e fai 'a e fuafua
in each and every year to the Lessor or her successors because of this Lease. And will make

totongi ko ia 'i he 'aho 'oku fakamo'oni mo tili' ai e tohi ni. Pea 'oku fuakava 'e he Lesi koe'whi ko ia, mo hono
the first payment of the same on the execution of this Deed. And the Lessee for himself, his heirs and

ngaahi 'ea, mo kinautolu 'e fakafongia ia, te ne fai fakafongia ki he ngaahi tu'utu'uni 'e fakotau 'e he Ta'u mo
representatives, hereby covenants that he will comply with the regulations made by the King and the Legislative

e Fale Alea mo e Fale'anga 'o hange ko e ngaahi lao 'oku kau ki he tomu'a mo e ngaahi 'a e ngaahi hala, mo e ngaahi lao kolo
Assembly and Government: such as the laws relative to weeding the frontage and making the roads, and all the

'a e ngaahi tu'utu'uni kotoa 'e fakotau 'e he Tu'i mo e Fale Alea mo e Fale'anga. Pea ko e Lesi ke ne
municipal laws and ordinances which shall be made by the King and the Legislative Assembly and Government. And the Lessee

to e fuakava ma'ana, ma'a hono ngaahi 'ea mo e kau fakafongia he 'ikai te ne tili ha to e liti pe fesongi liti, 'a e liti ni ta'e
further covenants for himself, his heirs and representative that he will not grant a sub-lease of, or transfer this lease without the

loto ki ai 'a e Kapine'i kimo'a hono ma'u mai 'o e kekeke.
consent of Cabinet before Land obtained.

'Pea huluange, ke fakapapau 'e he Lesi ma'ana, ma'a hono ngaahi 'ea mo e fakafongia koe'whi 'o e kekeke kuo liti 'i
And furthermore, the Lessee covenants for himself, his heirs and representative that in respect of the land hereunder leased, he will

heni, he 'ikai te ne: (a) si'aki, ta'etokanga'i pe ta'e ngaue'i ia ki he vaha'a taimi pe ngaahi vaha'a taimi ko hono faka-kotoa ko
not: (a) abandon, neglect or fail to use it for any periods of altogether 3 years. (b) use or permit any persons to use it for

e ta'u 'e 3. (b) ngaue'aki pe fakafongia ha taha pe ni'hi ke ngaue'aki ia ki ha taumu'a kehe ange ko ia na'e fai ki ai e kole
any purpose other than that upon which application and approval have hitherto been made, or (c) receive any

pea mo hano tali pe (c) tali ha pa'anga pe ha fa'ahinga totongi kehe mei ha taha pe ni'hi ko e fakalahi'aki 'a e mahu'inga
money or other form of payment from any person or persons in addition to or instead of the

kuo tuhu'i pau 'i hen. *sum specified herein*

Kae ngofua ki he Lesi, pe ko-hono-ngaahi 'ea pe ko kinautolu 'e fakafongoa ia, ke hiki...ia e ngaahifale.
But it shall be lawful for the Lessee, his heirs or those that represent him to remove all houses
mo e ngaahi me'a kuo nau luga 'i he konga fonua ni. Pea 'oku fakapapau 'e he tohi ni kapau 'e kakaato 'a e 'aho
and improvements which may have been built on the said land. And it is hereby agreed by these presents if
'e uofulu ma taha (21) hili 'a e 'aho na'e sotonu ke sotonu 'e he Lesi, pe ko-hono-ngaahi 'ea, pe ko kinautolu 'e
at the expiration of twenty-one (21) days from the day the rent becomes due by the Lessee, his heirs or his
fakafongoa ia, ki he Lesoa pe ko kinautolu 'e hoko kiate ia, koe'ahi ko e no fonua ni, 'o hange 'oku na'u 'i he tohi ni
representatives, to the Lessor or her successors because of this Lease, as is recorded in this Deed, the rent
'o kapau kuo te'eki sotonu 'a e pa'anga liti pe ko ha konga 'o e pa'anga liti, 'e ngofua ke ma'u 'e he Lesoa pe ko
hereby reserved or any part of it should remain unpaid, it shall be lawful for the Lessor or her successors to
kinautolu 'e hoko kiate ia, hoko katoa pe ko ha konga 'o e fonua 'oku na'u 'i he tohi ni, pea ke fakasutuki 'a e ngaahi
take possession of all or parts of the lands herein leased by this Deed, or to sell by auction the houses or
fale pe ha fale, pe ha me'a 'oku na'u 'i he konga fonua ni, fe'unga mo e pa'anga 'oku mo'ua ki ai 'a e Lesi, pe ko-hono
house or anything which may be on this land, to the amount of rent owing by the Lessee, his heirs or
ngaahi 'ea pe ko kinautolu 'e fakafongoa ia, ko e me'a 'i he no fonua ni pe ko 'ene 'oke' sivila 'i ha fakamaa'anga fe'unga 'o e
representatives, because of the rent of his land or to take civil proceedings in a court of competent jurisdiction of the Kingdom for the
Pule'anga ke toe ma'u mai 'a e liti ko ia kuo lau ki ai.
recovery of the said rent.

Uakui ki he tohinima fakamo'oni 'a e Minisitua 'o e Fonua pea mo 'ai 'a e sila 'o 'ene potungane kuo ne 'ai
Witness the signature of the Minister of Lands and the seal of his office both affixed hereto in the name of His

'i he huafa 'o 'Ene 'Afio 'o hange ko-hono-teau ma hongofulu ma nima 'o e kupu 'o e Tohi Konistruone 'o
Majesty and in accordance with the one hundredth and fifteen Clause of the Constitution of

Tonga, 1888, 'i hono *hongofulu ma tulu* 'o e 'aho 'o e mahina ko *Akosi* 'i he Ta'u 'o hotau
Tonga, 1888, on the *thirteenth* day of the month of *August* in the Year of our

'Eiki ko e ta'u 'e uafu *hongofulu* pea kuo 'ai mo e tohinima fakamo'oni
Lord two thousand *twenty* and the signature of the Lessee

'a e Lesi mo hono sila 'i hono *hongofulu ma tulu* 'o e 'aho 'o e mahina ko *Akosi*
and his seal done on the *thirteenth* day of the month of *August*

'i he Ta'u 'o hotau 'Eiki ko e ta'u uafu *hongofulu*
in the year of our Lord two thousand *twenty*

[Signature]
Minisitua 'o e Kapineti.
Cabinet Minister.



[Signature]
Minisitua 'o e Fonua.
Minister of Lands.

[Signature]
Fakamo'oni ki he fakamo'oni 'a e Lesi.
Witness to the signature of Lessee.

[Signature]
Ko e Lesi.
Lessee.
TONGA POWER LIMIT

Kuo Lesisita 'i he Tohi Lesisita 'o e Pule'anga 'o Tonga 'i he 'Ofisi 'o e Minisitua 'o e Fonua,
Registered in the Registry of leases of the Tongan Government in the Office of the Minister of Lands.

Nuku'alofa, 'i hono *hongofulu ma tulu* 'o e 'aho 'o e mahina ko *Akosi*
Nuku'alofa, on the day of the month of *August*
thirteenth

20 20
20 20

Fika
No. 9747.

[Signature]
Minisitua 'o e Fonua.
Minister of Lands.



E. J. J. J.
 15/11/20
 Scale 1:2000
 SIPINGA FIKA 7
 FORM NO. 7

TOHI 'O E TOE FAKAPAPAU KE LISI
FORM OF ADDITIONAL COVENANT IN TOWN LEASES

Pea 'oku fakapapau heni 'e he Lesi pe ko e kau faitoi tuku, pe kau pule mo kinamolu 'oku hoko au 'e 'ikai ke langa pe
 And the Lessee for himself, his executors, administrators and assigns doth hereby covenant that the said Lessee will not at any time
 feinga ke langa 'i he kelekele 'oku 'au heni 'i ha taimi ha fale ta'e tomu'a ma'u ha fakangofua 'a e Minisitā Fonua pea ka
 erect or cause to be erected upon the premises hereby demised any building or structure without the consent thereto of the Minister of
 maumau 'i 'e he Lesi 'a e fakapapau ko eni ka ne langa pe te ne feinga ke langa ha fale hae se'eki tomu'a ma'u ha fakangofua
 Lands having first been obtained, and if the Lessee in breach of the said covenant shall erect or cause to be erected any such building with
 'oku ngofua fakalao ki he Minisitā Fonua ke hū ki he ngaahi kelekele 'oku 'au heni pea to'o pe foku ke to'o 'a e ngaahi
 out having first obtained such permission it shall be lawful for the said Minister of Lands to enter upon the lands hereby demised and remove
 fale hola pea 'e totongi 'e he Lesi 'a e ngaahi totongi 'o e ngau koto.
 or cause to be removed such buildings at the expense of the Lessee.

SIPINGA FIKA 10
 FORM NO. 10

SIPINGA 'O E TOE FAKAPAPAU KI HE LISI KOTOA PE
FORM OF ADDITIONAL COVENANT TO EVERY LEASE

Pea 'oku fakapapau 'e he pea 'i he vaha'a 'o e ongo fa'ahi ki heni 'oku pau ke toe fakakau'u 'a e totongi lili 'oku totomu
 And it is agreed by and between the parties hereto that the rent payable under the conditions of this lease shall
 ke fai 'i he ngaahi tu'utu'uni 'i he felototi ki ai 'a e ongo fa'ahi 'i he 'osi 'a e ta'u 'e nima takitaha mei he 'aho na'e fai ai eni.
 be subject to revision by mutual agreement between the parties at the termination of each five years from the date
 Pea 'o kapau he 'ikai ke loto taha 'a e ongo fa'ahi 'oku pau ke foku'u 'a e totongi 'e he Kapineti pea ka 'i ai ha fakafu'ou
 hereof and if the parties shall fail to agree the rent shall be determined by Cabinet and any such revision
 totongi lili pehe 'e fai 'oku pau ke tohi ia ki he tohi lili ni mo fakamo'oni 'i fakalao. (Fakalahi 'e he Fika 16 'o e 1953).
 shall be endorsed upon this lease and duly authenticated. (Added by No. 16 of 1953).

Ha'apai Outer Islands

'O'ua Island

Ko e Tohi Fakamo'oni no fonua 'eni kuo fai 'i hono hiva 'o e 'aho
This Deed of Lease nine day of

'o e mahina ko September 'i he Tu'u 'o hotau 'Eiki 'e uafu ma uafu ma taha 'e he
the month of September in the year of Our Lord two thousand and twenty one by

'Ene 'Afio ko Tupou VI ko e Tu'i 'o Tonga. 'I he potu 'e taha 'a ia 'oku ni 'I he tohi ni ko e Lesoa (ko e no atu)
His Majesty Tupou VI King of Tonga of the one part, hereinafter called in this Deed the Lessor

pea mo 'Oua Electricity Co-Operative Society Ltd. of 'Oua, Ha'apai 'I he potu 'e taha, 'e he
and of the other part,

'a ia 'oku ni 'i he tohi ni ko e Lesi (ko e no mai). Pea 'oku fakamo'oni 'i he tohi ni ko e me'u 'i he totongi ma'u pa 'i he
hereinafter called in this Deed the Lessee. Witnesseth that in consideration of the payment of the yearly rent that

ngaahi 'a ia kotoa pe, 'o hange 'oku ni 'i he tohi ni pea mo fai ki he ngaahi alea 'o e tohi ni 'e he Lesi, pe ko hono
is recorded in this Deed and the performance of the covenants in this Deed by the Lessee, his heirs and

ngaahi 'a ia mo kinautolu 'e fakafongofa ia, 'e no atu 'e he Lesoa ko'e'ahi ko ia mo kinautolu 'e hoko kiato ia, ki he Lesi
representatives, the Lessor leases for himself and his successors to the Lessee, his heirs and represen-

mo hono ngaahi 'a ia mo kinautolu 'e fakafongofa ia 'a e konga fonua 'oku
tatives, all that piece of land situated at 'Oua, Ha'apai with an area of 551.4 m² being part
of Government estates and known as Lot 1 'Oua township.

Commencing on Boundary Pillars T6233 thence runs consecutively on the following
bearings and distances: 24° 10' 20" for 5.360 metres to BP T6240, 117° 55' 50" for
10.749 metres to BP 2717, 204° 10' 20" for 5.000 metres to BP 2705, 296° 01' 20" for
10.772 metres to the point of commencement.

'O fakatama ki he ngaahi lao 'oku ni 'i he tohi Kontitutone 'o Tonga, 'o e Tu'u 'e taha'e ma valangau ma
in accordance with the Act of Constitution of Tonga, of the Year one thousand eight hundred and eighty-eight

valangofulu ma valu (1888). Pea 'e ma'u 'e he Lesi mo hono ngaahi 'a ia mo kinautolu 'e fakafongofa ia 'a e konga
(1888). And the Lessee, his heirs, and representatives, shall hold the piece of land described in this

fonua 'oku ni 'i he tohi ni mei hono hiva 'o e 'aho 'o e mahina ko September 'i he Tu'u 'o hotau 'Eiki 'e
Deed from nine day of the month of September in the year of Our Lord

uafu ma uafu ma taha 'o a'u ki hono valu 'o e 'aho 'o e mahina ko September
two thousand and twenty one until the eight day of the month of September

'i he Tu'u 'o hotau 'Eiki 'e uafu ma fangofulu ma taha
in the year of Our Lord two thousand and forty-one

Pea 'oku fuakava ni 'e he Lesi ko'e'ahi ko ia mo hono ngaahi 'a ia mo kinautolu 'e fakafongofa ia, te ne
And the Lessee covenants for himself, his heirs, and representatives, that he will pay the

totongi 'a e pa'anga 'e \$50.00 ko e pa'anga makuha 'i hono hiva 'o e 'aho 'o e mahina ko September
sum of in legal currency on the nine day of the month of September

'i he tu'u tahi taha kotoa pe ki he Lesoa mo kinautolu 'e hoko kiato ia ko'e'ahi ko e no fonua ni. Pea 'e fai 'a e fuafua
in each and every year to the Lessor or her successors because of this Lease. And will make

uafu ma uafu ma taha 'i he 'aho 'oku fakamo'oni 'i mo sila'i ai e tohi ni. Pea 'oku fuakava 'e he Lesi ko'e'ahi ko ia, mo hono
the firm payment of the same on the execution of this Deed. And the Lessee, for himself, his heirs and

ngaahi 'a ia mo kinautolu 'e fakafongofa ia, te ne fai valangofu ki he ngaahi 'a ia mo kinautolu 'e fofu'u 'e he Tu'u mo
representatives, hereby covenants that he will comply with the regulations made by the King and the Legislative

e Fale Alea mo e Pule'anga 'o hange ko e ngaahi lao 'oku kau ki he tau'u'a mo e ngaahi 'a e ngaahi haka, mo e ngaahi lao kolo
Assembly and Government: such as the laws relative to weeding the frontage and making the roads, and all the

'a e ngaahi ni'u'u'ani katoa 'e fukou'u 'e he Tu'u mo e Fale Alea mo e Pule'anga. "Pea ko e Lesi ke ne
municipal laws and ordinances which shall be made by the King and the Legislative Assembly and Government. "And the Lessee

to e fuakava ma'ana, ma'a hono ngaahi 'a ia mo e kau fakafongofa he 'ikai te ne tali ha to e lisi pe fetongi lisi, 'a e lisi ni ta'e
further covenants for himself, his heirs and representative that he will not grant a sub-lease of, or transfer this lease without the

loto ki ai 'a e Kapine'i kima hono ma'u mai 'o e kekele.
consent of Cabinet before Land obtained.

"Pea huluange, ke fakapopau 'e he Lesi ma'ana, ma'a hono ngaahi 'a ia mo e fakafongofa ko'e'ahi ko e kekele kuo lisi 'i
"And furthermore, the Lessee covenants for himself, his heirs and representative that in respect of the land hereunder leased, he will

honi, he 'ikai te ne: (a) 'a'aki, 'a'e'akanga'i pe ta'e ngau'i ia ki he vaha'a 'a'aki pe ngaahi vaha'a 'a'aki ko hono faka-katoa ko
not: (a) abandon, neglect or fail to use it for any periods of altogether 3 years. (b) use or permit any persons to use it for

e ta'u 'e 3. (b) 'a'aki, 'a'e'akanga'i pe fakangofu ha taha pe ni'hi ke ngau'aki ia ki ha tau'u'a kehe ange ko ta na'e fai ki ai e kole
any purpose other than that upon which application and approval have hitherto been made, or (c) receive any

pea mo hana'ani pe fa'atupu'ani ha pa'anga pe ha fa'ahinga totongi kehe mei ha taha pe ni'hi ko e fakalah'aki 'a e maha'inga
money or other form of payment from any person or persons in addition to or instead of the

kuo tu'u'ani pau 'i heni.
sum specified herein.



*Ed
Mama
27.9.24*

Scale 1:500
SIPINGA FIKA 7
FORM NO. 7

TOHI 'O E TOE FAKAPAPAU KE LISI
FORM OF ADDITIONAL COVENANT IN TOWN LEASES

Pea 'oku fakapapau heni 'e he Lesi pe ko e kau faiohi tuku, pe kau pule mo kinautolu 'oku hoko atu 'e 'ikai ke langa'pe And the Lessee for himself, his executors, administrators and assigns doth hereby covenant that the said Lessee will not at any time feinga ke langa 'i he kekelele 'oku 'atu heni 'i ha tuihi ha fale to'e tomu'a ma'u ha fakangofua 'a e Minisitua Fonua pea ka erect or cause to be erected upon the premises hereby demised any building or structure without the consent thereto of the Minister of mamau'i 'e he Lesi 'a e fakapapau ko eni ka ne langa pe se ne feinga ke langa ha fale hae to'eki tomu'a ma'u ha fakangofua Lands having first been obtained, and if the Lessee in breach of the said covenant shall erect or cause to be erected any such building with 'oku ngofua fakalao ki he Minisitua Fonua ke ha ki he ngaahi kekelele 'oku 'amu heni pea to'o pe fakau ke to'o 'a e ngaahi out having first obtained such permission it shall be lawful for the said Minister of Lands to enter upon the lands hereby demised and remove fale koloa pea 'e totongi 'e he Lesi 'a e ngaahi totongi 'o e ngase koloa or cause to be removed such buildings at the expense of the Lessee.

SIPINGA FIKA 10
FORM NO. 10

SIPINGA 'O E TOE FAKAPAPAU KI HE LISI KOTOA PE
FORM OR ADDITIONAL COVENANT TO EVERY LEASE

Pea 'oku fakapapau 'e he pea 'i he vaha'a 'o e ongo fa'ahi ki heni 'oku pau ke toe fakakaukau 'a e totongi lisi 'oku totomu And it is agreed by and between the parties hereto that the rent payable under the conditions of this lease shall ke fai 'i he ngaahi tu'utu'uni 'i he felotoni ki ai 'a e ongo fa'ahi 'i he 'oti 'a e to'u 'e nima takitaha mei he 'aho na'e fai ai eni be subject to revision by mutual agreement between the parties at the termination of each five years from the date Pea 'o kapau he 'ikai ke loto saba 'a e ongo fa'ahi 'oku pau ke fohotu 'a e totongi 'e he Kapineti pea ha 'i ai ha fakafou hereof and if the parties shall fail to agree the rent shall be determined by Cabinet and any such revision totongi lisi pehe 'e fai 'oku pau ke tohi ia ki he tohi lisi ni mo fohamo'oni 'i fakalao. (Fakalahi 'e he Fika 16 'o e 1953). shall be endorsed upon this lease and duly authenticated. (Added by No. 16 of 1953).


Minister of Finance
Minister of Lands



HON. HUKAVANI FILIKU
ACTING MINISTER FOR
LANDS AND NATURAL RESOURCES

Ko e Tohi Fakamo'oni na fanua 'eni kuo fai 'i hono uongofulu ma ono 'o e 'aho
 This Deed of Lease twenty-sixth day of
 'o e mahina ko Me 'i he Ta'u 'o hotau 'Eiki 'e uafe ma uongofulu ma taha 'e he
 the month of May in the year of Our Lord two thousand and twenty one by
 'Ene 'Afio ko Tupou VI ko e Tu'i 'o Tonga, 'i he potu 'e taha 'a ia 'oku ul 'i he tohi ni ko e Lesoa (ko e no atu)
 His Majesty Tupou VI King of Tonga of the one part, hereinafter called in this Deed the Lessor
 pea mo 'Oua Electricity Co-Operative Society Ltd. of 'Oua, Haapai 'i he potu 'e taha,
 and of the other part,
 'a ia 'oku ul 'i he tohi ni ko e Lesi (ko e no mai). Pea 'oku fakamo'oni 'i he tohi ni ko e me'a 'i he totongi ma'u pe 'i he
 hereinafter called in this Deed the Lessee. Witnesseth that in consideration of the payment of the yearly rent that
 ngaahi ta'u kotoa pe, 'o hange 'oku tu'u 'i he tohi ni pea mo fai ki he ngaahi alea 'o e tohi ni 'e he Lesi, pe ko hono
 is recorded in this Deed and the performance of the covenants in this Deed by the Lessee, his heirs and
 ngaahi 'ea, mo kinautolu 'e fakafongoa ia, 'e no atu 'e he Lesoa koe'uhi ko ia mo kinautolu 'e hoko kiate ia, ki he Lesi
 representatives, the Lessor leases for himself and his successors to the Lessee, his heirs and represen-
 mo hono ngaahi 'ea, mo kinautolu 'e fakafongoa ia 'a e kongafonua 'oku
 tatives, all that piece of land Situates at Oua, Haapai with an area of 818.6 m² being
 Sisaia .T. Tohi town allotments and known as lot 2 town allotment.
 Commencing on Boundary Pillars 2705 thence runs consecutively on the following
 bearings and distances 24° 10' 20" for 51.000 metres to BP 2717, 117° 55' 50" for 10.461 metre
 to BP 46052, 010° 35' 50" for 13.489 metres to BP 446059, 118° 28' 30" for 8.824 metres
 to BP 2677, 210° 16' 00" for 36.826 metres to BP 2583, 246° 01' 20" for 15.827 metres
 to the point of commencement.
 'O fakatatau ki he ngaahi lao 'oku tu'u 'i he tohi Konisitutone 'o Tonga, 'o e Ta'u 'e taha'afe ma valungeau ma
 In accordance with the Act of Constitution of Tonga, of the Year one thousand eight hundred and eighty-eight
 valungofulu ma valu (1888). Pea 'e ma'u 'e he Lesi mo hono ngaahi 'ea, mo kinautolu 'e fakafongoa ia 'a e kongafonua
 (1888). And the Lessee, his heirs, and representatives, shall hold the piece of land described in this
 fonua 'oku tu'u 'i he tohi ni mei hono uongofulu ma ono 'o e 'aho 'o e mahina ko Me 'i he Ta'u 'o hotau 'Eiki 'e
 Deed from twenty-sixth day of the month of May in the year of Our Lord
 uafe ma uongofulu ma taha 'o a'u ki hono uongofulu ma 'o e 'aho 'o e mahina ko Me
 two thousand and twenty one until the twenty five day of the month of May
 'i he Ta'u 'o hotau 'Eiki 'e uafe ma fangofulu ma taha
 in the year of Our Lord forty-one
 Pea 'oku fuakava ni 'e he Lesi koe'uhi ko ia mo hono ngaahi 'ea mo kinautolu 'e fakafongoa ia, te ne
 And the Lessee covenants for himself, his heirs, and representatives, that he will pay the
 totongi 'a e pa'anga 'e \$ 50.00 ko e pa'anga nukuhau 'i hono uongofulu ma ono 'o e 'aho 'o e mahina ko Me
 sum of in legal currency on the twenty-sixth day of the month of May
 'i he ta'u taki taha kotoa pe ki he Lesoa mo kinautolu 'e hoko kiate ia koe'uhi ko e no fonua ni. Pea 'e fai 'a e fuofua
 in each and every year to the Lessor or her successors because of this Lease. And will make
 totongi kotoa 'i he 'aho 'oku fakamo'oni 'i mo sila'i ai e tohi ni. Pea 'oku fuakava 'e he Lesi koe'uhi ko ia, mo hono
 the first payment of the same on the execution of this Deed. And the Lessee for himself, his heirs and
 ngaahi 'ea, mo kinautolu 'e fakafongoa ia, te ne fai talangofua ki he ngaahi tu'utu'uni 'e fokotu'u 'e he Tu'i mo
 representatives, hereby covenants that he will comply with the regulations made by the King and the Legislative
 e Fale Alea mo e Pule'anga 'o hange ko e ngaahi lao 'oku kau ki he toumu'a mo e ngaahi 'a e ngaahi hala, mo e ngaahi lao kolo
 Assembly and Government: such as the laws relative to weeding the frontage and making the roads, and all the
 'a e ngaahi tu'utu'uni kotoa 'e fokotu'u 'e he Tu'i mo e Fale Alea mo e Pule'anga. Pea ko e Lesi ke ne
 municipal laws and ordinances which shall be made by the King and the Legislative Assembly and Government. "And the Lessee
 to e fuakava ma'ana, ma'a hono ngaahi 'ea mo e kau fakafongoa he 'ikai te ne tali ha to e lisi pe fetongi - lisi, 'a e lisi ni ta'e
 further covenants for himself, his heirs and representative that he will not grant a sub-lease of, or transfer this lease without the
 loto ki ai 'a e Kapineti kimu'a hono ma'u mai 'o e kekele.
 consent of Cabinet before Land obtained.
 "Pea huluange, ke fakapapau 'e he Lesi ma'ana, ma'a hono ngaahi 'ea mo e fakafongoa koe'uhia 'o e kekele kuo lisi 'i
 "And furthermore, the Lessee covenants for himself, his heirs and representative that in respect of the land hereunder leased, he will
 heni, he 'ikai te ne: (a) si'aki, ta'etokanga'i pe ta'e ngaue'i ia ki he vaha'a taimi pe ngaahi vaha'a taimi ko hono faka-katoa ko
 not: (a) abandon, neglect or fail to use it for any periods of altogether 3 years. (b) use or permit any persons to use it for
 e ta'u 'e 3. (b) ngaue'aki pe fakangofua ha taha pe ni'hi ke ngaue'aki ia ki ha taumu'a kehe ange ko ia na'e fai ki ai e kole
 any purpose other than that upon which application and approval have hitherto been made, or (c) receive any
 pea mo hano tali pe (c) ni ha pa'anga pe ha fa'ahinga totongi kehe mei ha taha pe ni'hi ko e fakalahi'aki 'a e mahu'inga
 money or other form of payment from any person or persons in addition to or instead of the
 kuo tuhu'i pau 'i heni.
 sum specified herein.



Scale 1:500

SIPINGA FIKA 7
FORM NO. 7

TOHI 'O E TOE FAKAPAPAU KE LISI
FORM OF ADDITIONAL COVENANT IN TOWN LEASES

Pea 'oku fakapapau heni 'e he Lesi pe ko e kau faitohi tuku, pe kau pule mo kinautolu 'oku hoko atu 'e 'ikai ke langa'pe
And the Lessee for himself, his executors, administrators and assigns doth hereby covenant that the said Lessee will not at any time

feinga ke langa 'i he kelekele 'oku 'atu heni 'i ha taimi ha fale ta'e tomu'a ma'u ha fakangofua 'a e Minisitā Fonua pea ka
erect or cause to be erected upon the premises hereby demised any building or structure without the consent thereto of the Minister of

maumau'i 'e he Lesi 'a e fakapapau ko eni ka ne langa pese nefeinga ke langa hafale kae te'eki tomu'a ma'u ha fakangofua
Lands having first been obtained, and if the Lessee in breach of the said covenant shall erect or cause to be erected any such building with

'oku ngofua fakalao ki he Minisitā Fonua ke hu ki he ngaahi kelekele 'oku 'atu heni pea to'o pe fekau ke to'o 'a e ngaahi
out having first obtained such permission it shall be lawful for the said Minister of Lands to enter upon the lands hereby demised and remove

fale koia pea 'e totongi 'e he Lesi 'a e ngaahi totongi 'o e ngaue koia.
or cause to be removed such buildings at the expense of the Lessee.

SIPINGA FIKA 10
FORM NO. 10

SIPINGA 'O E TOE FAKAPAPAU KI HE LISI KOTOA PE
FORM OR ADDITIONAL COVENANT TO EVERY LEASE

Pea 'oku fakapapau 'e he pea 'i he vaha'a 'o e ongo fa'ahi ki heni 'oku pau ke toe fakakaukau 'i 'a e totongi lisi 'oku totonu
And it is agreed by and between the parties hereto that the rent payable under the conditions of this lease shall

ke fai 'i he ngaahi tu'utu'uni 'i he felotoi ki ai 'a e ongo fa'ahi 'i he 'osi 'a e ta'u 'e nima takitaha mei he 'aho na'e fai ai eni.
be subject to revision by mutual agreement between the parties at the termination of each five years from the date

Pea 'o kapau he 'ikai ke loto taha 'a e ongo fa'ahi 'oku pau ke fōkonu 'a e totongi 'e he Kapineti pea ka 'i ai ha fakafō'ou
hereof and if the parties shall fail to agree the rent shall be determined by Cabinet and any such revision

totongi lisi pehe 'e fai 'oku pau ke tohi ia ki he tohi lisi ni mo fakamo'oni i fakalao. (Fakalahi 'e he Fika 16 'o e 1953).
shall be endorsed upon this lease and duly authenticated. (Added by No. 16 of 1953).

Kae ngofua ki he Lesi, pe ko hono ngaahi 'ea pe ko kinautolu 'e fakafongoa ia, ke hiki 'a e ngaahi fale.
But it shall be lawful for the Lessee, his heirs or those that represent him to remove all houses

mo e ngaahi me'a kuo nau langa 'i he konga fonua ni. Pea 'oku fakapapau 'e he tohi ni kapau 'e kakato 'a e 'aho
and improvements which may have been built on the said land. And it is hereby agreed by these presents if

'e uofulu ma taha (21) hili 'a e 'aho na'e totonu ke totongi 'e he Lesi, pe ko hono ngaahi 'ea, pe ko kinautolu 'e
at the expiration of twenty-one (21) days from the day the rent becomes due by the Lessee, his heirs or his

fakafongoa ia, ki he Lesoa pe ko kinautolu 'e hoko kiate ia, koe'uhi ko e no fonua ni, 'o hange 'oku tu'u 'i he tohi ni
representatives, to the Lessor or her successors because of this Lease, as is recorded in this Deed, the rent

'o kapau 'uo te'eki totongi 'a e pa'anga lisi pe ko ha konga 'o e pa'anga lisi, 'e ngofua ke ma'u 'e he Lesoa pe ko
hereby reserved or any part of it should remain unpaid, it shall be lawful for the Lessor or her successors to

kinautolu 'e hoko kiate ia, hono katoa pe ko ha konga 'o e fonua 'oku tu'u 'i he tohi ni, pea ke fakatautuki 'a e ngaahi
take possession of all or parts of the lands herein leased by this Deed, or to sell by auction the houses or

fale pe ha fale, pe ha me'a 'oku tu'u 'i he konga fonua ni, fe'unga mo e pa'anga 'oku mo'ua ki ai 'a e Lesi, pe ko hono
house or anything which may be on this land, to the amount of rent owing by the Lessee, his heirs or

ngaahi 'ea pe ko kinautolu 'e fakafongoa ia, ko e me'a 'i he no fonua ni pe ko 'ene 'eke'i sivila 'i ha fakama'u'anga fe'unga 'o e
representatives, because of the rent of his land or to take civil proceedings in a court of competent jurisdiction of the Kingdom for the

Pule'anga ke toe ma'u mai 'a e lisi ko ia kuo lau ki ai.
recovery of the said rent.

Bakai ki he tohinima fakamo'oni 'a e Minisita 'o e Fonua pea mo 'ai 'a e sila 'o 'ene potungane kuo ne 'ai
Witness the signature of the Minister of Lands and the seal of his office both affixed hereto in the name of His

'i he huafa 'o 'Ene 'Afio 'o hange ko hono teau ma hongofulu ma nima 'o e kupu 'o e Tohi Konisintone 'o
Majesty and in accordance with the one hundredth and fifteenth Clause of the Constitution of

Tonga, 1888, 'i hono *uogofulu ma ono* 'o e 'aho 'o e mahina ko *Me* 'i he Ta'u 'o hotau
Tonga, 1888, on the *twenty sixth* day of the month of *May* in the Year of our

'Eiki ko e ta'u 'e uafie *ma uogofulu ma taha* pea kuo 'ai mo e tohinima fakamo'oni
Lord two thousand *and twenty one* and the signature of the Lessee

'a e Lesi mo hono sila 'i hono *uogofulu ma ono* 'o e 'aho 'o e mahina ko *Me*
and his seal done on the *twenty sixth* day of the month of *May*

'i he Ta'u 'o hotau 'Eiki ko e ta'u uafie *ma uogofulu ma taha*
in the year of our Lord two thousand *and twenty one*



Minisita 'o e Kapineta
Cabinet Minister.



Minisita 'o e Fonua
Minister of Lands

[Signature]
Fakamo'oni ki he fakamo'oni 'a e Lesi.
Witness to the signature of Lessee.

[Signature]
Ko e Lesi.
Lessee.

for Bua Electricity Cooperative Society Ltd

Kuo Lesisita 'i he Tohi Lesisita 'o e Pule'anga 'o Tonga 'i he 'Ofisi 'o e Minisita 'o e Fonua,
Registered in the Registry of leases of the Tongan Government in the Office of the Minister of Lands,

Nuku'alofa, 'i hono *uogofulu ma ono* *Me*
Nuku'alofa, on the day of the month of *May*
twenty sixth

Fika
No. 9855.



Minisita 'o e Fonua
Minister of Lands
HON. HUAKAVAMEILIKU
ACTING MINISTER FOR
LANDS AND NATURAL RESOURCES

Ko e Tohi Fakamo'oni no famu'a 'eni kuo fai 'i hono.

This Deed of Lease

hiva
nine

'o e 'aho
day of

'o e mahina ko
the month of

Sepitema
September

'i he Ta'u 'o hotau 'Eiki 'e uaafu
in the year of Our Lord two thousand

ma uongofulu ma taha
and twenty one

'e he
by

'Ene 'Afio ko
His Majesty

Tupou VI ko e Tu'i 'o Tonga
Tupou VI King of Tonga

'i he potu 'e taha 'a ia 'oku ni
of the one part, hereinafter

'i he tohi ni ko e Lesoa (ko e no atu)
called in this Deed the Lessor

pea mo
and

Kotu Electricity Co-Operative
Society Ltd

'o
of

Kotu, Haupai

'i he potu 'e taha,
of the other part,

'a ia 'oku ui 'i he tohi ni ko e Lesi (ko e no mai). Pea 'oku fakamo'oni 'i he tohi ni ko e me'a 'i he totongi ma'u pe 'i he
hereinafter called in this Deed the Lessee. Witnesseth that in consideration of the payment of the yearly rent that

ngaahi ta'u kotoa pe, 'o hange 'oku tu'u 'i he tohi ni pea mo fai ki he ngaahi alea 'o e tohi ni 'e he Lesi, pe ko hono
is recorded in this Deed and the performance of the covenants in this Deed by the Lessee, his heirs and

ngaahi 'ea, mo kinautolu 'e fakafongoa ia, 'e no atu 'e he Lesoa koe'uhi ko ia mo kinautolu 'e hoko kiate ia, ki he Lesi
representatives, the Lessor leases for himself and his successors to the Lessee, his heirs and represen-

mo hono ngaahi 'ea, mo kinautolu 'e fakafongoa ia 'a e kongafonua 'oku
tatives, all that piece of land situated at

Kotu, Haupai with an area of 2200 m² being part of
Governments estates and known as Lot 30 ~~Block 44-45~~ Plan 6724.

Commencing on Boundary Pillars 6261 thence runs consecutively on the following bearings and
distances 3° 20' 10" for 30.667 metres to BP 37686, 71° 21' 40" for 60.006 metres to BP 37724,
193° 13' 10" for 42.665 metres to BP 74988, 276° 55' 10" for 46.151 metres to BP 6232, 320° 01' 40"
for 8.745 metres to the point of commencement.

'O fakatautu ki he ngaahi lao 'oku tu'u 'i he tohi Konisitutone 'o Tonga, 'o e Ta'u 'e tahaafu ma valungeau ma
In accordance with the Act of Constitution of Tonga, of the Year one thousand eight hundred and eighty-eight

valungofulu ma valu (1888). Pea 'e ma'u 'e he Lesi mo hono ngaahi 'ea, mo kinautolu 'e fakafongoa ia 'a e kongafonua
(1888). And the Lessee, his heirs, and representatives, shall hold the piece of land described in this

fonua 'oku tu'u 'i he tohi ni mei hono
Deed from

hiva
nine

'o e 'aho 'o e mahina ko
day of the month of

Sepitema
September

'i he Ta'u 'o hotau 'Eiki 'e
in the year of Our Lord

uaafu ma uongofulu ma taha
two thousand and twenty one

'o a'u ki hono
until the

valu
eight

'o e 'aho 'o e mahina ko
day of the month of

Sepitema
September

'i he Ta'u 'o hotau 'Eiki 'e uaafu ma
in the year of Our Lord two thousand

fitungofulu ma taha
seventy-one.

Pea 'oku fuakava ni 'e he Lesi koe'uhi ko ia mo hono ngaahi 'ea mo kinautolu 'e fakafongoa ia, te ne
And the Lessee covenants for himself, his heirs, and representatives, that he will pay the

totongi 'a e pa'anga 'e
sum of

\$ 50.00

ko e pa'anga tukuhau 'i hono
in legal currency on the

hiva
nine

'o e 'aho 'o e mahina ko
day of the month of

Sepitema
September

'i he Ta'u taki taha kotoa pe ki he Lesoa mo kinautolu 'e hoko kiate ia koe'uhi koe'uhi ko ia mo fonua ni. Pea 'e fai 'a e fuafua
in each and every year to the Lessor or her successors because of this Lease. And will make

totongi kotoa 'i he 'aho 'oku fakamo'oni 'i mo sili ai e tohi ni. Pea 'oku fuakava 'e he Lesi koe'uhi ko ia, mo hono
the first payment of the same on the execution of this Deed. And the Lessee for himself, his heirs and

ngaahi 'ea, mo kinautolu 'e fakafongoa ia, te ne fai talangofua ki he ngaahi tu'utu'uni 'e fokotu'u 'e he Tu'i mo
representatives, hereby covenants that he will comply with the regulations made by the King and the Legislative

e Fale Alea mo e Pule'anga 'o hange ko e ngaahi lao 'oku kau ki he tomu'a mo e ngaahi 'a e ngaahi hala, mo e ngaahi lao kolo
Assembly and Government: such as the laws relative to weeding the frontage and making the roads, and all the

'a e ngaahi tu'utu'uni kotoa 'e fokotu'u 'e he Tu'i mo e Fale Alea mo e Pule'anga. "Pea ko e Lesi ke ne
municipal laws and ordinances which shall be made by the King and the Legislative Assembly and Government. "And the Lessee

to e fuakava ma'ana, ma'a hono ngaahi 'ea mo e kau fakafongoa he 'ikai te ne tali ha to e lisi pe fesongi lisi, 'a e lisi ni ta'e
further covenants for himself, his heirs and representative that he will not grant a sub-lease of, or transfer this lease without the

loto ki ai 'a e Kapineti kimo'a hono ma'u mai 'o e kekelele.
consent of Cabinet before Land obtained.

"Pea huluange, ke fakapapau 'e he Lesi ma'ana, ma'a hono ngaahi 'ea mo e fakafongoa koe'uhia 'o e kekelele kuo lisi 'i
"And furthermore, the Lessee covenants for himself, his heirs and representative that in respect of the land hereunder leased, he will

honi, he 'ikai te ne: (a) si'aki, ta'etokanga'i pe ta'e ngaue'i ia ki he vaha'a taimi pe ngaahi vaha'a taimi ko hono faka-katoa ko
not: (a) abandon, neglect or fail to use it for any periods of altogether 3 years. (b) use or permit any persons to use it for

e ta'u 'e 3. (b) ngaue'aki pe fakangofua ha taha pe ni'hi ke ngaue'aki ia ki ha taumu'a kehe ange ko ia na'e fai ki ai e kole
any purpose other than that upon which application and approval have hitherto been made, or (c) receive any

pea mo hano tali pe (c) tali ha pa'anga pe ha fa'ahinga totongi kehe mei ha taha pe ni'hi ko e fakalahi'aki 'a e mahi'inga
money or other form of payment from any person or persons in addition to or instead of the

kuo tuhu'i pau 'i heni.
sum specified herein.

Kae ngofua ki he Lesi, pe ko hono ngaahi 'a pe ko kinautolu 'e fakafongoa ia, ke hiki 'a a ngaahi fale.
But it shall be lawful for the Lessee, his heirs or those that represent him to remove all houses
mo e ngaahi me'a kuo nau langa 'i he kongafonua ni. Pea 'oku fakapapau 'e he tohi ni kapau 'e kakato 'a e 'aho
and improvements which may have been built on the said land. And it is hereby agreed by these presents if
'e wafulu ma taha (21) hili 'a e 'aho na'e totonu ke totonu 'e he Lesi, pe ko hono ngaahi 'a pe ko kinautolu 'e
at the expiration of twenty-one (21) days from the day the rent becomes due by the Lessee, his heirs or
fakafongoa ia, ki he Lesoa pe ko kinautolu 'e hoko kiate ia, koe'ahi ko e no fonua ni, 'o hange 'oku na'u 'i he tohi ni
representatives, to the Lessor or her successors because of this Lease, as is recorded in this Deed, the rent
'o kapau 'a'u te'eki totongi 'a e pa'anga listi pe ko ha kongafonua 'o e pa'anga listi, 'e ngofua ke ma'u 'e he Lesoa pe ko
herby reserved or any part of it should remain unpaid, it shall be lawful for the Lessor or her successors to
kinautolu 'e hoko kiate ia, hono katoa pe ko ha kongafonua 'o e fonua 'oku na'u 'i he tohi ni, pea ke fakamatali 'a e ngaahi
take possession of all or parts of the lands herein leased by this Deed, or to sell by auction the houses or
fale pe ha fale, pe ha me'a 'oku na'u 'i he kongafonua ni, fe'unga mo e pa'anga 'oku mo'ua ki ai 'a e Lesi, pe ko hono
house or anything which may be on this land, to the amount of rent owing by the Lessee, his heirs or
ngaahi 'a pe ko kinautolu 'e fakafongoa ia, ko e me'a 'i he no 'onua ni pe ko 'ene 'eke' stville. 'I ha fakama'anga fe'unga 'o e
representatives, because of the rent of his land or to take civil proceedings in a court of competent jurisdiction of the Kingdom for the
Pule'anga ke toe ma'u mai 'a e listi ko ia kuo lau ki ai.
recovery of the said rent.

Bahki ki he tohinima fakamo'oni 'a e Ministia 'o e Fonua pea mo 'ai 'a e sila 'o 'ene potungane kuo ne 'ai
Witness the signature of the Minister of Lands and the seal of his office both affixed hereto in the name of His

'i he huafa 'o 'Ene 'Afio 'o hange ko hono tau ma hongofulu ma nima 'o e kupu 'o e Tohi Konistatone 'o
Majesty and in accordance with the one hundredth and fifteenth Clause of the Constitution of
Tonga, 1888, 'i hono hiva 'o e 'aho 'o e mahina ko Septena 'i he Ta'u 'o hatau
Tonga, 1888, on the nine day of the month of September in the Year of our


'Eiki ko e ta'u 'e wafulu ma hongofulu ma taha pea kuo 'ai mo e tohinima fakamo'oni
Lord two thousand and twenty one and the signature of the Lessee

'a e Lesi mo hono sila 'i hono hiva 'o e 'aho 'o e mahina ko Septena
and his seal done on the nine day of the month of September

'i he Ta'u 'o hatau 'Eiki ko e ta'u wafulu ma hongofulu ma taha
in the year of our Lord two thousand and twenty one


Ministia 'o e Fonua
Cabinet Minister.


Ministia 'o e Fonua
Minister of Lands


Fakamo'oni ki he fakamo'oni 'a e Lesi.
Witness to the signature of Lessee.

Teekava Peleaga
Ko e Lesi
Lessee.
for Kolo Kuluwilya Corporation
Private Limited.

Kuo Tesisita 'i he Tohi Lesitua 'o e Pule'anga 'o Tonga 'i he 'Ofisi 'o e Ministia 'o e Fonua,
Registered in the Registry of leases of the Tongan Government in the Office of the Minister of Lands.

Nuku'alofa, 'i hono hiva 'o e 'aho 'o e mahina ko Septena
Nuku'alofa, on the day of the month of September

Fika
No. 9947


Ministia 'o e Fonua
Minister of Lands
20 21
20 24

HON. HUKAVAMEILIKU
MINISTER FOR
LANDS AND NATURAL RESOURCES



Mana
11.5.21

Scale 1:600
SIPINGA FIKA 7
FORM NO. 7

TOHI 'O E TOE FAKAPAPAU KE LISI
FORM OF ADDITIONAL COVENANT IN TOWN LEASES

Pea 'oku fakapapau heni 'e he Lesi pe ko e kuu faiahi tuku, pe kuu pule mo kinautolu 'oku hoko atu 'e 'ikai ke langa'pe
And the Lessee for himself, his executors, administrators and assigns doth hereby covenant that the said Lessee will not at any time
feinga ke langa 'i he kelekele 'oku 'atu heni 'i ha naimi ha fale te'e noma'a ma'u ha fakangofua 'a e Minisia Fonua pea ha
erect or cause to be erected upon the premises hereby demised any building or structure without the consent thereto of the Minister of
maumotu 'e he Lesi 'a e fakapapau ko eni ka ne langa pea ne feinga ke langa ha fale kaa te'ohi zoma'a ma'u ha fakangofua
Lands having first been obtained, and if the Lessee in breach of the said covenant shall erect or cause to be erected any such building with
'oku ngofua fakalao ki he Minisia Fonua ke hu ki he ngaahi kelekele 'oku 'atu heni pea to'o pe fakau ke to'o 'a e ngaahi
out having first obtained such permission it shall be lawful for the said Minister of Lands to enter upon the lands hereby demised and remove
fale koia pea 'e totongi 'e he Lesi 'a e ngaahi totongi 'o e ngoue koia.
or cause to be removed such buildings at the expense of the Lessee.

SIPINGA FIKA 10
FORM NO. 10

SIPINGA 'O E TOE FAKAPAPAU KI HE LISI KOTOA PE
FORM OR ADDITIONAL COVENANT TO EVERY LEASE

Pea 'oku fakapapau 'e he pea 'i he vaha'a 'o e ongo fa'ahi ki heni 'oku pau ke toe fakakaukau 'i 'a e totongi lisi 'oku totomu
And it is agreed by and between the parties hereto that the rent payable under the conditions of this lease shall
ke fai 'i he ngaahi tu'utu'utu 'i he felototi ki ai 'a e ongo fa'ahi 'i he 'oti 'a e ta'u 'e nima takinaha mei he 'aho na'e fai ai eni.
be subject to revision by mutual agreement between the parties at the termination of each five years from the date
Pea 'o kapau he 'ikai ke loto taha 'a e ongo fa'ahi 'oku pau ke fakatua 'a e totongi 'e he Kapinezi pea ha 'i ai ha fakafu'ou
hereof and if the parties shall fail to agree the rent shall be determined by Cabinet and any such revision
totongi lisi pehe 'e fai 'oku pau ke tohi ia ki he tohi lisi ni mo fakamo'oni' fakalao. (Fakalahi 'e he Fika 16 'o e 1953).
shall be endorsed upon this lease and duly authenticated. (Added by No. 16 of 1953).

Mo'unga'one Island

Mo e Tohi Fakamo'oni no fonua 'eni kuo fai 'i hono *uogofulu ma ono* 'o e 'aho
This Deed of Lease *twenty six* day of

'o e mahina ko *ME* 'i he Tu'u 'o hotau 'Eiki 'e uafu *ma uogofulu ma taha* 'e he
the month of *May* in the year of Our Lord two thousand *and twenty one* by

'Ene 'Afio ko Tupou VI ko e Tu'i 'o Tonga, 'i he potu 'e taha 'a ia 'oku ai 'i he tofi ni ko e Lesoa (ko e no ana)
His Majesty Tupou VI King of Tonga of the one part, hereinafter called in this Deed the Lessor

pea mo *Mo'ungaone Electricity Co-Operative Society Ltd* 'i he potu 'e taha,
and *Maigaboe, Haapai* of the other part,

'a ia 'oku ai 'i he tofi ni ko e Lesi (ko e no mai). Pea 'oku fakamo'oni 'i he tohi ni ko e me'a 'i he totongi ma'u pe 'i he
hereinafter called in this Deed the Lessee. Witnesseth that in consideration of the payment of the yearly rent that

ngaahi 'a'u kotoa pe, 'o hange 'oku n'u 'i he tohi ni pea mo fai ki he ngaahi alea 'o e tohi ni 'e he Lesi, pe ko hono
is recorded in this Deed and the performance of the covenant in this Deed by the Lessee, his heirs and

ngaahi 'ea, mo kinautolu 'e fakafongofa ia, 'e no ana 'e he Lesoa koe'ahi ko ia mo kinautolu 'e hoko kiate ia, ki he Lesi
representatives, the Lessor leases for himself and his successors to the Lessee, his heirs and represen-

mo hono ngaahi 'ea, mo kinautolu 'e fakafongofa ia 'a e konga fonua 'oku
tatives, all that piece of land *Situated at Mo'ungaone, Haapai with an area of 1777 metres being*
part of Government's estate and known as Lot 15, 20 Mo'ungaone Township.

*Commencing on Boundary Pillar 1085 thence runs consecutively as follows: to the following bearings
and distances to 1086, 130° 42' N for 15.525 metres to 1086, 130° 42' N for 15.525 metres
to 1087, 176° 53' 20" for 4.220 metres to 1088, 223° 04' 30" for 15.344 metres
to 1089, 30° 41' 30" for 77.374 metres to the point of commencement.*

'O fakatatau ki he ngaahi lao 'oku n'u 'i he tohi Kontinatone 'o Tonga, 'o e Tu'u 'e taha'ae ma valungau ma
in accordance with the Act of Constitution of Tonga, of the Year one thousand eight hundred and eighty-eight

valungofulu ma valu (1888). Pea 'e ma'u 'e he Lesi mo hono ngaahi 'ea, mo kinautolu 'e fakafongofa ia 'a e konga
(1888). And the Lessee, his heirs, and representatives, shall hold the piece of land described in this

fonua 'oku n'u 'i he tohi ni mei hono *uogofulu ma ono* 'o e 'aho 'o e mahina ko *ME* 'i he Tu'u 'o hotau 'Eiki 'e
Deed from *twenty six* day of the month of *May* in the year of Our Lord

uafu ma *uogofulu ma taha* 'o a'u ki hono *uogofulu ma taha* 'o e 'aho 'o e mahina ko *ME*
two thousand *and twenty one* until the *twenty five* day of the month of *May*

'i he Tu'u 'o hotau 'Eiki 'e uafu ma *uogofulu ma taha*
in the year of Our Lord two thousand *seventy-one*

Pea 'oku fuakava ni 'e he Lesi koe'ahi ko ia mo hono ngaahi 'ea, mo kinautolu 'e fakafongofa ia, te ne
And the Lessee covenants for himself, his heirs, and representatives, that he will pay the

tonongi 'a e pa'anga 'e \$ 50.00 ko e pa'anga takahau 'i hono *uogofulu ma ono* 'o e 'aho 'o e mahina ko *ME*
sum of in legal currency on the *twenty six* day of the month of *May*

'i he tu'u tahi taha kotoa pe ki he Lesoa mo kinautolu 'e hoko kiate ia koe'ahi ko e fonua ni. Pea 'e fai 'a e fuafua
in each and every year to the Lessor or her successors because of *this lease*. And will make

totongi ko ia 'i he 'aho 'oku fakamo'oni' mo sita' ai e tohi ni. Pea 'oku fuakava 'e he Lesi koe'ahi ko ia, mo hono
the first payment of the same on the execution of this Deed. And the Lessee for himself, his heirs and

ngaahi 'ea, mo kinautolu 'e fakafongofa ia, te ne fai valungofu ki he ngaahi tu'utu'uni 'e fokotu'u 'e he Tu'i mo
representatives, hereby covenants that he will comply with the regulations made by the King and the Legislative

e Fale Alea mo e Fale'anga 'o hange ko e ngaahi lao 'oku kau ki he tomu'a mo e ngaahi 'a e ngaahi hola, mo e ngaahi lao kolo
Assembly and Government: such as the laws relative to weeding the frontage and making the *road*, and all the

'a e ngaahi tu'utu'uni kotoa 'e fokotu'u 'e he Tu'i mo e Fale Alea mo e Fale'anga. "Pea ko e Lesi ke ne
municipal laws and ordinances which shall be made by the King and the Legislative Assembly and Government. "And the Lessee

to e fuakava ma'ana, ma'a hono ngaahi 'ea mo e kau fakafongofa he 'ikai te ne tali ha to e lisi pe fekongi lisi, 'a e lisi ni sa'e
further covenants for himself, his heirs and representative that he will not grant a sub-lease of, or transfer this lease without the

loto ki ai 'a e Kapineti kina'a hono ma'u mai 'o e kakele.
consent of Cabinet before Land obtained.

"Pea huluange, ke fakapapa 'e he Lesi ma'ana, ma'a hono ngaahi 'ea mo e fakafongofa koe'ahi ko e kakele kuo lisi 'i
"And furthermore, the Lessee covenants for himself, his heirs and representative that in respect of the land hereunder leased, he will

heni, he 'ikai te ne: (a) si'aki, to'etokanga'i pe sa'e ngaue'i ia ki he vaha'a saimi pe ngaahi vaha'a saimi ko hono faka-katoka ko
not: (a) abandon, neglect or fail to use it for any periods of altogether 3 years. (b) use or permit any persons to use it for

e sa'u 'e 3. (b) ngaue'aki pe fakangofus ha taha pe ni'hi ke ngaue'aki ia ki ha tauvu'a kehe ange ko ia na'e fai ki ai e kole
any purpose other than that upon which application and approval have hitherto been made, or (c) receive any

pea mo hano tali pe (c) tali ha pa'anga pe ha fu'ahinga totongi kehe mei ha taha pe ni'hi ko e fakalahi'aki 'a e mahu'anga
money or other form of payment from any person or persons in addition to or instead of the

kuo taha'i pau 'i hen. sum specified herein.

Kae ngofua ki he Lest, pe ko hono ngaahi 'ea pe ko kinatolu 'e fakafongfa ia, ke hiki 'a a ngaahi fale.
But it shall be lawful for the Lessee, his heirs or those that represent him to remove all houses

mo e ngaahi me'a kuo nau langa 'i he konga fonua ni. Pea 'oku fakapapau 'e he tohi ni kapau 'e katoa 'a e 'aho
and improvements which may have been built on the said land. And it is hereby agreed by these presents if

'e uafulu ma taha (21) hiki 'a e 'aho na'e totomu ke totongi 'e he Lest, pe ko hono ngaahi 'ea pe ko kinatolu 'e
at the expiration of twenty-one (21) days from the day the rent becomes due by the Lessee, his heirs or his

fakafongfa ia, ki he Lesoa pe ko kinatolu 'e hoko kiate ia, koe'ahi ko e no fonua ni, 'o hange 'oku na'e 'i he tohi ni
representatives, to the Lessor or her successors because of this Lease, as is recorded in this Deed, the rent

'o kapau mau se'eki totongi 'a e pa'anga lisi pe ko ha konga 'o e pa'anga lisi, 'e ngofua ke ma'u 'e he Lesoa pe ko
hereby reserved or any part of it should remain unpaid, it shall be lawful for the Lessor or her successors to

kinatolu 'e hoko kiate ia, hono katoa pe ko ha konga 'o e fonua 'oku na'e 'i he tohi ni, pea ke fakatutu 'a e ngaahi
take possession of all or parts of the lands herein leased by this Deed, or to sell by auction the houses or

fale pe ha fale, pe ha me'a 'oku na'e 'i he konga fonua ni, fe'unga mo e pa'anga 'oku mo'ua ki ai 'a e Lest, pe ko hono
house or anything which may be on this land, to the amount of rent owing by the Lessee, his heirs or

ngaahi 'ea pe ko kinatolu 'e fakafongfa ia, ko e me'a 'i he no fonua ni pe ko 'ene 'eke' siville 'i ha fakamaunanga fe'unga 'o e
representatives, because of the rent of his land or to take civil proceedings in a court of competent jurisdiction of the Kingdom for the

Pule'anga ke toe ma'u mai 'a e lisi ko ia kuo lau ki ai.
recovery of the said rent.

Bahai ki he tohinima fakamo'oni 'a e Ministia 'o e Fonua pea mo 'ai 'a e sili 'o 'ene potungane kuo ne 'ai
Witness the signature of the Minister of Lands and the seal of his office both affixed hereto in the name of His

'i he hafa 'o 'Ene 'Afio 'o hange ko hono tauu ma hongofulu ma nima 'o e lugu 'o e Toki Konstitusione 'o
Majesty and in accordance with the one hundredth and fifteenth Clause of the Constitution of

Tonga, 1888, 'i hono uongofulu ma ono 'o e 'aho 'o e mahina ko Me 'i he Ta'u 'o hotu
Tonga, 1888, on the twenty sixth day of the month of May in the Year of our

'Eiki ko e ta'u 'e uafu ma uongofulu ma taha pea kuo 'ai mo e tohinima fakamo'oni
Lord two thousand and twenty one and the signature of the Lessee

'a e Lest mo hono sili 'i hono uongofulu ma ono 'o e 'aho 'o e mahina ko Me
and his seal done on the twenty sixth day of the month of May

'i he Ta'u 'o hotu 'Eiki ko e ta'u uafu ma uongofulu ma taha
in the year of our Lord two thousand and twenty one


Ministia 'o e Kapite
Cabinet Minister.


Ministia 'o e Fonua
Minister of Lands


HON. HUKAVAMEILIKU
ACTING MINISTER FOR LANDS AND NATURAL RESOURCES


Ko e Lest
Lessee.


(Sea 'o e Kamih)

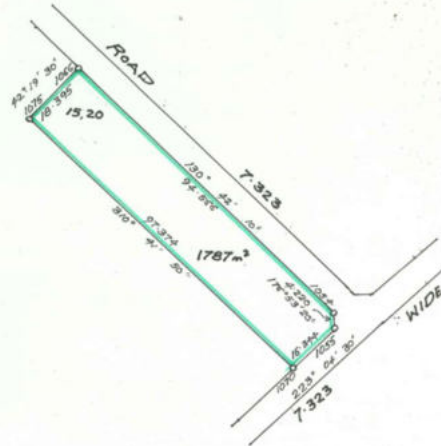
Kuo Lesisita 'i he Toki Lesisita 'o e Pule'anga 'o Tonga 'i he 'Ofisi 'o e Ministia 'o e Fonua,
Registered in the Registry of leases of the Tongan Government in the Office of the Minister of Lands,

Nuku'alofa, 'i hono uongofulu ma ono Me
Nuku'alofa, on the day of the month of May

Fika No. 7852.


Ministia 'o e Fonua
Minister of Lands

HON. HUKAVAMEILIKU
ACTING MINISTER FOR LANDS AND NATURAL RESOURCES



Scale 1:800

SIPINGA FIKA 7
FORM NO. 7

TOHI 'O E TOE FAKAPAPAU KE LISI
FORM OF ADDITIONAL COVENANT IN TOWN LEASES

Pea 'oku fakapapau heni 'e he Lesi pe ko e kua fuitohi tuku, pe kua pule mo kinautolu 'oku hoko atu 'e 'ikai ke langa'pe
And the Lessee for himself, his executors, administrators and assigns doth hereby covenant that the said Lessee will not at any time
feinga ke langa 'i he kekelele 'oku 'atu heni 'i ha taimi ha fale 'a'e'oma'a ma'u ha fakangofua 'a e Minisita Fonua pea ka
erect or cause to be erected upon the premises hereby demised any building or structure without the consent thereto of the Minister of
maumau'i 'e he Lesi 'a e fakapapau ko eni ka ne langa pe te ne feinga ke langa ha fale kua te'eki zoma'a ma'u ha fakangofua
Lands having first been obtained, and if the Lease in breach of the said covenant shall erect or cause to be erected any such building with
'oku ngofua fakalao ki he Minisita Fonua ke hu ki he ngaahi kekelele 'oku 'atu heni pea to'o pe fekau ke to'o 'a e ngaahi
out having first obtained such permission it shall be lawful for the said Minister of Lands to enter upon the lands hereby demised and remove
fale kua pea 'e totongi 'e he Lesi 'a e ngaahi totongi 'o e ngaue kolia.
or cause to be removed such buildings at the expense of the Lessee.

SIPINGA FIKA 10
FORM NO. 10

SIPINGA 'O E TOE FAKAPAPAU KI HE LISI KOTOA PE
FORM OF ADDITIONAL COVENANT TO EVERY LEASE

Pea 'oku fakapapau 'e he pea 'i he vaha'a 'o e ongo fa'ahi ki heni 'oku pau ke toe fakamau' 'a e totongi lisi 'oku totomu
And it is agreed by and between the parties hereto that the rent payable under the conditions of this lease shall
ke fai 'i he ngaahi tu'utu'umi 'i he felotoni ki ai 'a e ongo fa'ahi 'i he 'osi 'a e ta'u 'e nima takitaha mei he 'aho na'e fai ai eni.
be subject to revision by mutual agreement between the parties at the termination of each five years from the date
Pea 'o kapau he 'ikai ke loto asha 'a e ongo fa'ahi 'oku pau ke fukotu'a 'a e totongi 'e he Kapineri pea ka 'i ai ha fakafu'ou
hereof and if the parties shall fail to agree the rent shall be determined by Cabinet and any such revision
totongi lisi pehe 'e fai 'oku pau ke tohi ki ki he tohi lisi ni mo fakamo'oni'i fakalao. (Fakalahi 'e he Fika 16 'o e 1953).
shall be endorsed upon this lease and duly authenticated. (Added by No. 16 of 1953).

Tungua Island

Ka e Tohi Fakamo'oni no fonoa 'eni kuo fai 'i hono *twenty sixth* 'o e 'aho
 This Deed of Lease day of

'o e mahina ko *ME* 'i he Tu'u 'o hooa 'Eiki 'e uafu *ma uafu ma taha* 'e he
 the month of *May* in the year of Our Lord two thousand *and twenty one* by

'Ese 'Afio ko Tupou VI ko e Tu'i 'o Tonga, 'i he pou 'e naha 'a ia 'oku ut 'i he tohi ni ko e Lesoa (ko e no au)
 His Majesty Tupou VI King of Tonga of the one part, hereinafter called in this Deed the Lessor

pea mo *Tungua Electricity Co-operative* 'o *Tungua, Haapai* 'i he pou 'e taha,
 and *Justice* 'i he pou 'e taha,
 of the other part,

'a ia 'oku ut 'i he tohi ni ko e Lesi (ko e no au). Pea 'oku fakamo'oni 'i he tohi ni ko e me'a 'i he totongi ma'u pe 'i he
 hereinafter called in this Deed the Lessee. Witnesseth that in consideration of the payment of the yearly rent that

ngaahi 'a'u kotoa pe, 'o hange 'oku n'u 'i he tohi ni pea mo fai ki he ngaahi alea 'o e tohi ni 'e he Lesi, pe ko hooa
 is recorded in this Deed and the performance of the covenants in this Deed by the Lessee, his heirs and

ngaahi 'ea, mo kinautolu 'e fakafongoa ia, 'e no au 'e he Lesoa koe'ahi ko ia mo kinautolu 'e hoko kiate ia, ki he Lesi
 representatives, the Lessor leases for himself and his successors to the Lessee, his heirs and represen-

mo hooa ngaahi 'ea, mo kinautolu 'e fakafongoa ia 'a e konga fonoa 'oku
 tatives, all that piece of land situated at *Tungua, Haapai with an area of 855 meters being*
part of Tuhakateho's estates and known as Lot 1 Plan 6700.

Commencing on boundary pillar 6220 there runs approximately to the following bearings and
distances to 11° 10' N 42.57' E for 36.087 meters to BP 6291, 200° 11' 10" for 33.006 meters
to BP 6245, 270° 11' 10" for 36.087 meters to the point of common end.

'O fakataua ki he ngaahi lao 'oku n'u 'i he tohi Konstitusione 'o Tonga, 'o e Tu'u 'e taha ma valangau ma
 in accordance with the Act of Constitution of Tonga, of the Year one thousand eight hundred and eighty-eight

valangofulu ma valu (1888). Pea 'e ma'u 'e he Lesi mo hooa ngaahi 'ea, mo kinautolu 'e fakafongoa ia 'a e konga
 (1888). And the Lessee, his heirs, and representatives, shall hold the piece of land described in this

fonoa 'oku n'u 'i he tohi ni mei hono *twenty sixth* 'o e 'aho 'o e mahina ko *ME* 'i he Tu'u 'o hooa 'Eiki 'e
 Deed from *day of the month of* in the year of Our Lord

uafu *ma uafu ma taha* 'o a'u ki hono *twenty five* 'o e 'aho 'o e mahina ko *ME*
 two thousand *and twenty one* until the *day of the month of* *May*

'i he Tu'u 'o hooa 'Eiki 'e uafu ma *twenty one*
 in the year of Our Lord two thousand

Pea 'oku fakava ni 'e he Lesi koe'ahi ko ia mo hooa ngaahi 'ea mo kinautolu 'e fakafongoa ia, te ne
 And the Lessee covenants for himself, his heirs, and representatives, that he will pay the

totongi 'a e pa'anga 'e \$50.00 *twenty sixth* 'o e 'aho 'o e mahina ko *ME*
 sum of *day of the month of* *May*

Y he n'u tahi taha kotoa pe ki he Lesoa mo kinautolu 'e hoko kiate ia koe'ahi ko e no fonoa ni. Pea 'e fai 'a e fuafua
 in each and every year to the Lessor or her successors because of this Lease. And will make

totongi ko ia 'i he 'aho 'oku fakamo'oni' mo ala' ai e tohi ni. Pea 'oku fakava 'e he Lesi koe'ahi ko ia, mo hooa
 the first payment of the same on the execution of this Deed. And the Lessee for himself, his heirs and

ngaahi 'ea, mo kinautolu 'e fakafongoa ia, te ne fai valangofua ki he ngaahi n'u'uni 'e fonoa 'u 'e he Tu'u mo
 representatives, hereby covenants that he will comply with the regulations made by the King and the Legislative

e Fale Alea mo e Fale'anga 'o hange ko e ngaahi lao 'oku hau ki he tohuna'a mo e ngaahi 'a e ngaahi haa, mo e ngaahi lao kolo
 Assembly and Government: such as the laws relative to weeding the fringing and making the roads, and all the

'a e ngaahi n'u'uni kotoa 'e fonoa 'u 'e he Tu'u mo e Fale Alea mo e Fale'anga. Pea ko e Lesi ke ne
 municipal laws and ordinances which shall be made by the King and the Legislative Assembly and Government. "And the Lessee

to e fuakava ma'ana, ma'a hooa ngaahi 'ea mo e hooa fakafongoa he 'ikai te ne tali ha to e listi pe fetongi listi, 'o e listi ni te
 further covenants for himself, his heirs and representative that he will not grant a sub-lease of, or transfer this lease without the

lao ki ai 'a e Kapineti kina'a hooa ma'a mai 'o e kelekele.
 consent of Cabinet before Land obtained.

"Pea hulaange, ke fakapau 'e he Lesi ma'ana, ma'a hooa ngaahi 'ea mo e fakafongoa koe'ahi 'o e kelekele kuo listi 'i
 "And furthermore, the Lessee covenants for himself, his heirs and representative that in respect of the land hereunder leased, he will

honi, he 'ikai te ne: (a) x'aki, ta'etohunga'i pe n'e ngau'e i ia ki he vaha'a ai ni pe ngaahi vaha'a ai ni mo hooa faka-kaao ko
 not: (a) abandon, neglect or fail to use it for any periods of altogether 3 years. (b) use or permit any persons to use it for

e n'u 'e 3. (b) ngau'e'aki pe fakafongoa ha taha pe ni'hi ke ngau'e'aki ia ki ha taumu'a hehe ange ko ia na'e fai ki ai e kole
 any purpose other than that upon which application and approval have hitherto been made, or (c) receive any

pea mo hooa tali pe (c) tali ha pa'anga pe ha fa'ahinga totongi hehe mei ha taha pe ni'hi ko e fakalahi'aki 'a e maha'anga
 money or other form of payment from any person or persons in addition to or instead of the

kao taha' pa'u 'i heni.
 sum specified herein.

Kae ngofua ki he Lesi, pe ko hono ngaahi 'ea pe ko kinautolu 'e fakafongofa ia, ke hili 'a a ngaahifale.
But it shall be lawful for the Lessee, his heirs or those that represent him to remove all houses

mo e ngaahi me'a kuo nau langa 'i he konga fonua ni. Pea 'oku fakapapa 'e he tohi ni kapau 'e kakato 'a e 'aho
and improvements which may have been built on the said land. And it is hereby agreed by these presents if

'e uofulu ma taha (21) hili 'a e 'aho na'e totonu ke totongi 'e he Lesi, pe ko hono ngaahi 'ea pe ko kinautolu 'e
at the expiration of twenty-one (21) days from the day the rent becomes due by the Lessee, his heirs or his

fakafongofa ia, ki he Lesoa pe ko kinautolu 'e hoko kiate ia, koe'ahi ko e no fonua ni, 'o hange 'oku na'u 'i he tohi ni
representatives, to the Lessor or her successors because of this Lease, as is recorded in this Deed, the rent

'o kapau kuo se'eki totongi 'a e pa'anga lisi pe ko ha konga 'o e pa'anga lisi, 'e ngofua ke ma'u 'e he Lesoa pe ko
hereby reserved or any part of it should remain unpaid, it shall be lawful for the Lessor or her successors to

kinautolu 'e hoko kiate ia, hono katoa pe ko ha konga 'o e fonua 'oku na'u 'i he tohi ni, pea ke fakatutuki 'a e ngaahi
take possession of all or parts of the lands herein leased by this Deed, or to sell by auction the houses or

fale pe ha fale, pe ha me'a 'oku na'u 'i he konga fonua ni, fe'unga mo e pa'anga 'oku mo'ua ki ai 'a e Lesi, pe ko hono
house or anything which may be on this land, to the amount of rent owing by the Lessee, his heirs or

ngaahi 'ea pe ko kinautolu 'e fakafongofa ia, ko e me'a 'i he no fonua ni pe ko 'ene 'eke'i sivile 'i ha fakamau'anga fe'unga 'o e
representatives, because of the rent of his land or to take civil proceedings in a court of competent jurisdiction of the Kingdom for the

Pule'anga ke toe ma'u mai 'a e lisi ko ia kuo lau ki ai.
recovery of the said rent.

Bahni ki he tohinima fakamo'oni 'a e Ministia 'o e Fonua pea mo 'ai 'a e sila 'o 'ene potungae kuo ne 'ai
Witness the signature of the Minister of Lands and the seal of his office both affixed hereto in the name of His

'i he Auafa 'o 'Ene 'Afio 'o hange ko hono tau ma hongofulu ma nima 'o e lupu 'o e Tohi Konisitutone 'o
Majesty and in accordance with the one hundredth and fifteenth Clause of the Constitution of

Tonga, 1888, 'i hono *uogofulu ma ono* 'o e 'aho 'o e mahina ko *Me* 'i he Ta'u 'o hotau
Tonga, 1888, on the *twenty sixth* day of the month of *May* in the Year of our

'Eiki ko e ta'u 'e uafite *ma uogofulu ma taha* pea kuo 'ai mo e tohinima fakamo'oni
Lord two thousand and *twenty one* and the signature of the Lessee

'a e Lesi mo hono sila 'i hono *uogofulu ma ono* 'o e 'aho 'o e mahina ko *Me*
and his seal done on the *twenty sixth* day of the month of *May*

'i he Ta'u 'o hotau 'Eiki ko e ta'u uafite *ma uogofulu ma taha*
in the year of our Lord two thousand and *twenty one*


Ministia 'o e Kapinehi
Cabinet Minister.




Ministia 'o e Fonua
Minister of Lands.



Fakamo'oni ki he fakamo'oni 'a e Lesi.
Witness to the signature of Lessee.

MACI (sea 'o e kumh)
Ko e Lesi.
Lessee.

Kuo Lesisita 'i he Tohi Lesisita 'o e Pule'anga 'o Tonga 'i he 'Ofisi 'o e Ministia 'o e Fonua,
Registered in the Registry of leases of the Tongan Government in the Office of the Minister of Lands,

uogofulu ma ono *Me*
Nuku'alofa, 'i hono 'o e 'aho 'o e mahina ko *May*
Nuku'alofa, on the day of the month of *Twenty sixth*

Fila
No. 9854.


Ministia 'o e Fonua
Minister of Lands.





and by *[Signature]*
13. 04. 2001
Scale 1:400

SIPINGA FIKA 7
FORM NO. 7

TOHI 'O E TOE FAKAPAPAU KE LISI
FORM OF ADDITIONAL COVENANT IN TOWN LEASES

Pea 'oku fakapapau heni 'e he Lesi pe ko e kua faiohi nuku, pe kua pale mo kinauolu 'oku hoko atu 'e 'ikai ke langa'pe
And the Lessee for himself, his executors, administrators and assigns doth hereby covenant that the said Lessee will not at any time
feinga ke langa 'i he kekekele 'oku 'atu heni 'i ha taimi ha fale 'a'e tomai'a ma'u ha fakangofua 'a e Minisitā Fonua pea ka
erect or cause to be erected upon the premises hereby demised any building or structure without the consent thereto of the Minister of
maumau'i 'e he Lesi 'a e fakapapau ko eni ka ne langa pese ne feinga ke langa ha fale kae 'e'eki zowa'a ma'u ha fakangofua
Lands having first been obtained, and if the Lessee in breach of the said covenant shall erect or cause to be erected any such building with
'oku ngofua fakalao ki he Minisitā Fonua ke hu ki he ngaahi kekekele 'oku 'atu heni pea 'o'o pe fekau ke 'o'o 'a e ngaahi
out having first obtained such permission it shall be lawful for the said Minister of Lands to enter upon the lands hereby demised and remove
fale kola pea 'e totongi 'e he Lesi 'a e ngaahi totongi 'o e ngaue kolia.
or cause to be removed such buildings at the expense of the Lessee.

SIPINGA FIKA 10
FORM NO. 10

SIPINGA 'O E TOE FAKAPAPAU KI HE LISI KOTOA PE
FORM OR ADDITIONAL COVENANT TO EVERY LEASE

Pea 'oku fakapapau 'e he pea 'i he vaha'a 'o e ongo fa'ahi ki heni 'oku pau ke toe fakakaukau'i 'a e totongi lisi 'oku totomu
And it is agreed by and between the parties hereto that the rent payable under the conditions of this lease shall
ke fai 'i he ngaahi tu'utu'uni 'i he felatoti ki ai 'a e ongo fa'ahi 'i he 'osi 'a e tu'u 'e nima takitaha mei he 'aho na'e fai ai eni.
be subject to revision by mutual agreement between the parties at the termination of each five years from the date
Pea 'o kapau he 'ikai ke loto naha 'a e ongo fa'ahi 'oku pau ke fukotu'u 'a e totongi 'e he Kapineti pea ka 'i ai ha fakafu'ou
hereof and if the parties shall fail to agree the rent shall be determined by Cabinet and any such revision
totongi lisi pehe 'e fai 'oku pau ke tohi ia ki he tohi lisi ni mo fakamo'oni'i fakalao. (Fakalahi 'e he Fika 16 'o e 1953).
shall be endorsed upon this lease and duly authenticated. (Added by No. 16 of 1953).

Niuafu'ou Island

Ko e Tohi Fakamo'oni no fonua 'eni kuo fai 'i hono *unogofulu ma ono* 'o e 'aho
 This Deed of Lease *twenty six* day of

'o e mahina ko *Me* 'i he Tu'u 'o hotau 'Eiki 'e uafu *unogofulu ma taha* 'e he
 the month of *May* in the year of Our Lord two thousand *and twenty six* by

'Ese 'Afio ko Tupou VI ko e Tu'i 'o Tonga 'i he potu 'e saba'a ia 'oku si 'i he tohi ni ko e Lesoa (ko e no atu)
 His Majesty Tupou VI King of Tonga of the one part, hereinafter called in this Deed the Lessor

pea mo *Niuafu Electricity Co-operative Society Ltd* 'o *Mataaho, Niuafu* 'i he pou 'e taha,
 and of the other part,

'a ia 'oku si 'i he tohi ni ko e Lesi (ko e no mai). Pea 'oku fakamo'oni 'i he tohi ni ko e me'a 'i he totongi ma'u pe 'i he
 hereinafter called in this Deed the Lessee. Witnesseth that in consideration of the payment of the yearly rent that

ngaahi 'a'u kotoa pe, 'o hange 'oku si 'i he tohi ni pea mo fai ki he ngaahi 'alea 'o e tohi ni 'e he Lesi, pe ko hoso
 is recorded in this Deed and the performance of the covenants in this Deed by the Lessee, his heirs and

ngaahi 'ea, mo kinautolu 'e fakafongofa ia, 'e no atu 'e he Lesoa koe'ahi ko ia mo kinautolu 'e hoko kiate ia, ki he Lesi
 representatives, the Lessor leases for himself and his successors to the Lessee, his heirs and represen-

mo hoso ngaahi 'ea, mo kinautolu 'e fakafongofa ia 'a e konga fonua 'oku
 tatives, all that piece of land situated at *Mataaho, Niuafu being part of His Majesty the King's*
estates with an area of 6500 metres and known as Lot 1, Plan 659.

Commencing as Boundary Pillar Tatu thence runs consecutively on the following bearings and
distances: S 31° 10' for 22.240 metres to BP T674, 130° 01' 10" for 22.240 metres to BP T676,
232° 28' 14" for 22.240 metres to BP T672, 310° 01' 10" for 22.240 metres to the point of
commencement.

'O fakatatau ki he ngaahi lao 'oku si 'i he tohi Konstitutone 'o Tonga, 'o e Tu'u 'e uafu ma valungau ma
 in accordance with the Act of Constitution of Tonga, of the Year one thousand eight hundred and eighty-eight

valungafulu ma valu (1888), Pea 'e ma'u 'e he Lesi mo hoso ngaahi 'ea, mo kinautolu 'e fakafongofa ia 'a e konga
 (1888). And the Lessee, his heirs, and representatives, shall hold the piece of land described in this

fonua 'oku si 'i he tohi ni mei hono *unogofulu ma ono* 'o e 'aho 'o e mahina ko *Me* 'i he Tu'u 'o hotau 'Eiki 'e
 Deed from *twenty six* day of the month of *May* in the year of Our Lord

uafu *unogofulu ma taha* 'o a'u ki hono *unogofulu ma ono* 'o e 'aho 'o e mahina ko *Me*
 two thousand *and twenty one* until the *twenty five* day of the month of *May*

'i he Tu'u 'o hotau 'Eiki 'e uafu ma *unogofulu ma taha*
 in the year of Our Lord two thousand *forty one*

Pea 'oku fakatatau ni 'e he Lesi koe'ahi ko ia mo hoso ngaahi 'ea, mo kinautolu 'e fakafongofa ia, te ne
 And the Lessee covenants for himself, his heirs, and representatives, that he will pay the

totongi 'a e pa'anga 'e *\$50.00* ko e pa'anga tukuhau 'i hono *unogofulu ma ono* 'o e 'aho 'o e mahina ko *Me*
 sum of in legal currency on the *twenty six* day of the month of *May*

'i he, si'a naki taha kotoa pe ki he Lesoa mo kinautolu 'e hoko kiate ia koe'ahi ko e no fonua ni. Pea 'e fai 'a e fufua
 in each and every year to the Lessor or her successors because of this Lease. And will make

totongi 'a e pa'anga 'e *\$50.00* ko e pa'anga tukuhau 'i hono *unogofulu ma ono* 'o e 'aho 'o e mahina ko *Me*
 the first payment of the same on the execution of this Deed. And the Lessee for himself, his heirs and

ngaahi 'ea, mo kinautolu 'e fakafongofa ia, te ne fai talangofua ki he ngaahi tu'utu'uni 'e fokotu'u 'e he Tu'u mo
 representatives, hereby covenants that he will comply with the regulations made by the King and the Legislative

e Fale Alea mo e Fale'anga 'o hange ko e ngaahi lao 'oku kati ki he tomu'a mo e ngaahi 'a e ngaahi haka, mo e ngaahi lao kolo
 Assembly and Government: such as the laws relative to weeding the frontage and making the *roads*, and all the

'a e ngaahi tu'utu'uni katoa 'e fokotu'u 'e he Tu'u mo e Fale Alea mo e Fale'anga. "Pea ko e Lesi ke he
 municipal laws and ordinances which shall be made by the King and the Legislative Assembly and Government. "And the Lessee

to e fakatatau ma'ana, ma'a hono ngaahi 'ea mo e hoso fakafongofa he 'i he te ne tali ha to e lisi pe fetongi lisi, 'a e lisi ni si'a
 further covenants for himself, his heirs and representative that he will not grant a sub-lease of, or transfer this lease without the

loto ki ai 'a e Kapineti kina'a hono ma'u mai 'o e kekele.
 consent of Cabinet before Land obtained.


"Pea huluange, ke fakapapa 'e he Lesi ma'ana, ma'a hono ngaahi 'ea mo e fakafongofa koe'ahi 'o e kekele kuo lili 'i
 "And furthermore, the Lessee covenants for himself, his heirs and representative that in respect of the land hereunder leased, he will

hani, he 'ikai te ne: (a) si'aki, si'etokanga'i pe si'a ngau'e ia ki he vaha'a si'aki pe ngaahi vaha'a si'aki ko hono faka-katoa ko
 not: (a) abandon, neglect or fail to use it for any periods of altogether 3 years. (b) use or permit any persons to use it for

e si'a 'e 3. (b) ngau'e'aki pe fakangofua ha saba pe ni'hi ke ngau'e'aki ia ki ha tauvu'a kehe ange ko ia na'e fai ki ai e kote
 any purpose other than that upon which application and approval have hitherto been made, or (c) receive any

pea mo hoso tali pe (c) tali ha pa'anga pe ha fa'ahinga totongi kehe mei ha saba pe ni'hi ko e fakalahi'aki 'a e mahu'anga
 money or other form of payment from any person or persons in addition to or instead of the

kuo taha'i pau 'i heni.
 sum specified herein.


 Scale 1:800
 SIPINGA FIKA 7
 FORM NO. 7

TOHI 'O E TOE FAKAPAPAU KE LISI
FORM OF ADDITIONAL COVENANT IN TOWN LEASES

Pea 'oku fakapapau heni 'e he Lesi pe ko e kau fa'itohi tuku, pe kau pule mo kinautolu 'oku hoto atu 'e 'ikai ke langa'pe
 And the Lessee for himself, his executors, administrators and assigns doth hereby covenant that the said Lessee will not at any time

feinga ke langa 'i he kekelele 'oku 'atu heni 'i ha naini ha fale ta'e tomu'a ma'u ha fakangofua 'a e Minisitā Fonua pea ka
 erect or cause to be erected upon the premises hereby demised any building or structure without the consent thereto of the Minister of

maunau'i 'e he Lesi 'a e fakapapau ko eni ka ne langa pe te ne feinga ke langa ha fale kae 'i'eki 'tomu'a ma'u ha fakangofua
 Lands having first been obtained, and if the Lessee in breach of the said covenant shall erect or cause to be erected any such building with

'oku ngofua fakalao ki he Minisitā Fonua ke ha ki he ngaahi kekelele 'oku 'atu heni pea to'o pe fakau ke to'o 'a e ngaahi
 out having first obtained such permission it shall be lawful for the said Minister of Lands to enter upon the lands hereby demised and remove

fale koka pea 'e totongi 'e he Lesi 'a e ngaahi totongi 'o e ngase koka.
 or cause to be removed such buildings at the expense of the Lessee.

SIPINGA FIKA 10
 FORM NO. 10

SIPINGA 'O E TOE FAKAPAPAU KI HE LISI KOTOA PE
FORM OR ADDITIONAL COVENANT TO EVERY LEASE

Pea 'oku fakapapau 'e he pea 'i he vaha'a 'o e ongo fa'ahi ki heni 'oku pau ke toe fakakaukau' 'a e totongi lisi 'oku totomu
 And it is agreed by and between the parties hereto that the rent payable under the conditions of this lease shall

ke fai 'i he ngaahi tu'utu'ani 'i he fclotol ki ai 'a e ongo fa'ahi 'i he 'osi 'a e ta'u 'e nima saktisha mei he 'aho na'e fai ai eni.
 be subject to revision by mutual agreement between the parties at the termination of each five years from the date

Pea 'o kapau he 'ikai ke loto tuha 'a e ongo fa'ahi 'oku pau ke fofokotu'a 'a e totongi 'e he Kapinisi pea ka 'i ai ha fakafu'ou
 hereof and if the parties shall fail to agree the rent shall be determined by Cabinet and any such revision

totongi lisi pehe 'e fai 'oku pau ke tohi ka ki he tohi lisi ni mo fakamo'oni' fakalao. (Fakalahi 'e he Fika 16 'o e 1953).
 shall be endorsed upon this lease and duly authenticated. (Added by No. 16 of 1953).

Kae ngofua ki he Lesi, pe ko hono ngaahi 'as pe ko kinautolu 'e fakafongoa ia, ke hā' 'a a ngaahi fale.
But it shall be lawful for the Lessee, his heirs or those that represent him to remove all houses
mo e ngaahi me'a kuo nau langa 'i he konga fonua ni. Pea 'oku fakapapa 'e he tohi ni kapau 'e kakato 'a e 'aho
and improvements which may have been built on the said land. And it is hereby agreed by these presents if
'e ufula ma taha (21) hili 'a e 'aho, na'e totomu ke totongi 'e he Lesi, pe ko hono ngaahi 'as pe ko kinautolu 'e
at the expiration of twenty-one (21) days from the day the rent becomes due by the Lessee, his heirs or his
fakafongoa ia, ki he Lesoa pe ko kinautolu 'e hoko kiate ia, koe'ahi ko e no fonua ni, 'o hange 'oku na'u 'i he tohi ni
representatives, to the Lessor or her successors because of this Lease, as is recorded in this Deed, the rent
'o kapau 'uo se'eki totongi 'a e pa'anga lisi pe ko ha konga 'o e pa'anga lisi, 'e ngofua ke ma'u 'e he Lesoa pe ko
hereby reserved or any part of it should remain unpaid, it shall be lawful for the Lessor or her successors to
kinautolu 'e hoko kiate ia, hono katoa pe ko ha konga 'o e fonua 'oku na'u 'i he tohi ni, pea ke fakatamaki 'a e ngaahi
take possession of all or parts of the lands herein leased by this Deed, or to sell by auction the houses or
fale pe ha fale, pe ha me'a 'oku na'u 'i he konga fonua ni, fe'anga mo e pa'anga 'oku mo'ua ki ai 'a e Lesi, pe ko hono
house or anything which may be on this land, to the amount of rent owing by the Lessee, his heirs or
ngaahi 'as pe ko kinautolu 'e fakafongoa ia, ko e me'a 'i he no 'onua ni pe ko 'ene 'eke' i sivila 'i ha fakama'u'anga fe'anga 'o e
representatives, because of the rent of his land or to take civil proceedings in a court of competent jurisdiction of the Kingdom for the
Pule'anga ke toe ma'u mai 'a e lisi ko ia kuo lau ki ai.
recovery of the said rent.

Bahai ki he tohinima fakamo'oni 'a e Ministia 'o e Fonua pea mo 'ai 'a e sila 'o 'ene potungane kuo me 'at
Witness the signature of the Minister of Lands and the seal of his office both affixed hereto in the name of His

'i he huafa 'o 'Ene 'Afio 'o hange ko hono 'tau ma hongofulu ma nima 'o e kapu 'o e Tohi Konstitiione 'o
Majesty and in accordance with the one hundredth and fifteenth Clause of the Constitution of


Tonga, 1888, 'i hono uogofulu ma ono 'o e 'aho 'o e mahina ko Me 'i he Ta'u 'o hana
Tonga, 1888, on the twenty sixth day of the month of May in the Year of our

'Eiki ko e ta'u 'e uafu ma uogofulu ma taha pea kuo 'ai mo e tohinima fakamo'oni
Lord two thousand twenty one and the signature of the Lessee

'a e Lesi mo hono sila 'i hono uogofulu ma ono 'o e 'aho 'o e mahina ko
and his seal done on the twenty sixth day of the month of May

'i he Ta'u 'o hana 'Eiki ko e ta'u uafu ma uogofulu ma taha
in the year of our Lord two thousand and twenty one


Ministia 'o e Kapetani
Cabinet Minister.


Fakamo'oni ki he fakamo'oni 'a e Lesi.
Witness to the signature of Lessee.



Ministia 'o e Fonua
Minister of Lands.

HON. HUKAKAVAMEILI
ACTING MINISTER FOR LANDS AND NATURAL RESOURCES
(Peptela Tonga
Sea 'o e Kōviti
Ko e Le'i
Lessee.
28.04.2021

Kuo Resisita 'i he Tohi Lesita 'o e Pule'anga 'o Tonga 'i he Ofisi 'o e Ministia 'o e Fonua,
Registered in the Registry of leases of the Tongan Government in the Office of the Minister of Lands,

Nuku'alofa, 'i hono uogofulu ma ono 'o e 'aho 'o e mahina ko Me
Nuku'alofa, on the twenty sixth day of the month of May

Fika No. 9853.
Ministia 'o e Fonua,
Minister of Lands.


Ministia 'o e Fonua,
Minister of Lands.

HON. HUKAKAVAMEILI
ACTING MINISTER FOR LANDS AND NATURAL RESOURCES
2021
2021

APPENDIX C – ATTENDANCE LIST

March- April 2017

Name	Designation	Organization/ Village	Discussed	Contact Details
Tongatapu, 28 March 2017, Tuesday				
1. Setitaia Pasivaka Chen	General Manager, Operations	Tonga Power Ltd	Scope of works for each TPL site; guided site visits for solar sites	schen@tongapower.to
2. Simon Wilson	Major Projects Manager	Tonga Power Ltd	Scope of works for each TPL site	swilson@tongapower.to
3. Murray Sheerin	Power Generation Manager	Tonga Power Ltd	Operations of Popua PV	msheerin@tongapower.to
4. Telefoni Laume	Town Officer	Fua'amotu	Group meeting. Introduced the renewable energy project, their concerns, and recommendations relevant to the project. Main question asked of the team was when is their power bill will be reduced? TPL replied that the solar is helping stabilise the power supply and reducing power cost due to solar power generation is still minimal.	
5. Paluio Laume	Town Officer	Niutoua		
6. Moala Aniseko	Town Officer	Nukunuku		
7. Samuela Kotu	Town Officer	Fo'ui		
8. Timote Eteak'i	Town Officer	Houma		
9. Usaia Fifita	Town Officer	Tofoa		
10. Malolo Tupou	Town Officer	Puke		
11. ?	Town Officer			
12. ?	Town Officer			
13.	Governor of Vava'u		Recommended His Majesty's land in front of the current solar farm for the storage site instead of the other site with a number of small landholders.	
Vava'u Thursday, 29 March				
14. Lucy Fa'nunu	Officer-in-Charge	MEIDECC	Introduced the RE Team to the workshop organized by MEIDECC participants	
15. Mele Finau	Environment Offic	MEIDECC	Interviewed	finaumele@gmail.com
16. Pipena Liu	Teacher at Tafisi	Government Primary School	Interviewed	
17. Siunipa Tiepa'aua	Teacher at Taliha		Interviewed	
Note: See separate attendance list for Vavau' meeting organized by MEIDECC for the REP Team				
E'ua				
Sione Taulaki	Operations Manager	TPL	Interviewed	
Villiam Ongosia	Project Manager	Outer Island Renewable Energy Project (OIREP) Phase 3	Interviewed and joined the site visit	vongosia@tongapower.to

COMMUNITY CONSULTATION – VAVA’U ISLAND

Attendance List

Thursday, 30th March 2017

No.	Villages/Schools/Organisation	Names
1	GPS Tu'anuku	Tevita.S.Kiteau
2	GPS Tu'anekeviale	Sione Ve'a
3	GPS Tu'anekeviale	Mele Fa'anunu
4	GPS Tu'anekeviale	
5	GPS Feletoa	Kalesita Fangupo
6	GPS Makave	Sione 'Alatini
7	GPS Toul'a	'Atu 'Ulungamanu
8	GPS Neiafu	Taiana Tu'ipulotu
9	GPS 'Utungake	Tevita Toli
10	MET Office	Taniela Vaha'i
11	GPS 'Utungake	Alex Burgos
12	GPS Tu'anuku	Vanesa Kind
13	GPS Holonga	Filimone 'Anitoni
14	GPS Tu'anuku	Tevita Latu
15	Falaleu	Simoneti Toko (Town Officer)
16	Makave	Sosefo Niukapu (Town Officer)
17	GPS Nga'unoho	Taniela Ikamanu
18	GPS Makave	Peni Sinipata
19	GPS Tefisi	Fine Sinipata
20	GPS Tefisi	Jacqueline Wexel
21	GPS Tefisi	Pipiena Liu
22	GPS Leimatu'a	Mafi.'O.Latu
23	GPS Leimatu'a	Mele.L.Sekeni
24	Mizbah High School (Makave)	Alebina Mikaele
25	'Uiha & Sons	Mo'ungamaka
26	GPS Neiafu	Fipe Latu
27	GPS Liviela (Neiafu)	Nanise Finau
28	GPS Toul'a	Soane Lavakei'aho
29	Chanel College	'Atomalo Kaufusi
30	Fungamisi	Nikola Sesau (Town Officer)
31	GPS Ha'alaufuli	'Ilisapeti Likiliki
32	GPS Holonga	Fine Ikatonga
33	GPS Longomapu	Sione Lavemai
34	Neiafu	Vava Fifita (Town Officer)
35	GPS Feletoa	'Aisea Paongo

COMMUNITY CONSULTATION – KOTU ISLAND

Attendance List

Tuesday, 6th April 2017

No.	Name	Position	Organisation
1	Siueti Kaifoto		Siulolo Vao
2	Kaneisini 'Ilangana		
3	'Ana Malau Taufa		
4	Salote Taufa		
5	Toekava Pule'anga		
6	Tupou Mafi		
7	'Ana Fisi		
8	Mele 'Ilangana		
9	Langi Koloa		
10	Fapiola Mafi		
11	'Atalia Matangi		
12	Saane Koloa		
13	Heamasi Koloa	Town Officer	

COMMUNITY CONSULTATION – Mo'ungaone ISLAND

Attendance List

15-16 April 2017

No.	Name	Position	Organisation
1	Salesi Muli (Male)	Town Officer	
2	Sione Fifita (Male)		
3	Mele (Female)		
4	Fina (Female)		

COMMUNITY CONSULTATION**‘O’ua**Tuesday 4th April
2017

Name	Male or Female	ORGANISATION	DESIGNATION
'Osai Heitonga	M		Care Taker of Site
'Ofa Latu	F		Women Committe
Vai Tau	F		
Moala Vainga	F		
'Elenoa Latu	F		
Lavinia Kolopeaua	F		
Meleane Vea Mafua	F		
Talafungani Heitonga	F		
Pouanga Taualupe	M		
Sione Fe'ao	M		Pastor Church of Tonga
Manase Tualau	M		Town Officer
Taniela Tualau	M		
Filimone Mahe	M		Pastor Church of Tonga
Tevita Sikalu	M	Town Officer	
'Isileli Vaikimo'unga	M		
Vahanoa Laulotu	M		
Seini Lasitani	F		
'Ana 'Aiveni 'Ainu'u	F		
Melelose Foukimoana	F		
Sivani Tungua Tau	F		
Mele Talilotu Finau	F		
Fololeni Feimoefiafi	F		
Finau Tunu Tau	F		
'Ofa Folau	F		

COMMUNITY CONSULTATION

Wednesday 5 April 2017

Tungua Island

Name	Male or Female	ORGANISATION
Siaosi Tuai	M	
Sunia Tu'ipulotu	M	Reverend
Vaiki Vaiomo'unga	M	
F. Maka	M	
Levuka Lafitani	M	
Sione Pule	M	
Uatesoni Lasitani	M	
'Unaloto Vaiomo'unga	M	
Lei Lasitani	M	

APPENDIX D- SURVEY RESULTS AND MINUTES OF MEETINGS

Excerpts from survey results from *Tonga Power Limited Proposed Wind Farm Environmental Impact Assessment, July 2014, pages 55-56:*

6.0 Public Consultation

A sample survey of the households of Niutoua, Haveluliku, Lapaha, Fatumu, and Lavengatonga. The respective Town Officers were engaged to distribute the questionnaires. This done intentionally to minimise having an 'outsider' probing into local villagers daily activities. Thus allowing the village people to be 'free' in answering the questionnaire paper. It is noted here that when specific turbine sites are determined, there will be further dialogue with the communities concerned. It is envisaged that this will be carried out in the last quarter of this year.

For six weeks (June-July 2014), various communities were approached regarding the TPL proposed wind farm in the Hahake Districts. This was followed on with a questionnaire survey, distributed through the Town Officers for each township.

Township:	Number of respondents:	Total Households:
Niutoua	43	119
Haveluliku	18	28
Fatumu	36	67
Lavengatonga	26	69
Lapaha	63	343
Total:	186	626

Table 6: Number of household responds.

6.2 Community Development Perceptions:

As expected, there were a lot of expectations ever since the installment of the monitoring tower in Lapaha about five years ago. This expectation was again brought to the forefront when TPL installed the micro-wind turbine in Nakolo in 2012. In hind sight, people expected to have some type of wind power initiative for some time now.

The general view on foreign aid was very positive and most people cited the projects that helped improve their water supply and reticulation lines. Further, assistances from local people who live overseas was also acknowledged by the local people.

However, the participants did raised their desires to see more street lights, and improvement of the lines (poles and poles).

It is quite interesting to see that the needs of the people are predominantly based on their daily life. Hence, the most people (32%) preferred more street lights; need additional lights and poles (17%); and there is need for renewable energy (17%). Only about 1% wished that the tariff will be lower, which is oddly low figure. Despite this low expression of need to reduce the tariff; more than 70% acknowledged that the tariff is too high. Understandably, about a quarter of the participants have needs that were not related to TPL; and some have expressed no needs (9%).

6.3 Community Perception of TPL and the proposed wind farm:

A lot of people admitted that they experienced and witnessed the improvements in TPL's infrastructure and services. Further, most of the participants expressed their appreciation and support for TPL's proposed wind farm.

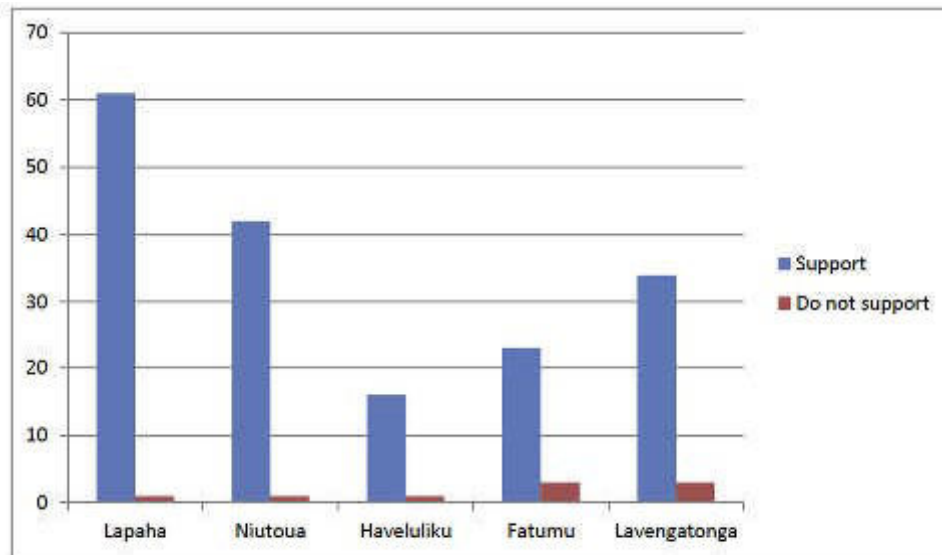


Figure 20: Public support for the proposed wind farm.

Tongatapu Wind Generation Feasibility Study Aurecon Study, Phase 2 Feasibility Study, Final Draft, 1 February 2015

2.2 Site Visits

The following country visits were undertaken during Phase 2, Part 1 of the project:

- Land and Environmental (24-28 Nov) – Shaun Cornelius (Infratec Renewables), Louise Strogen (Aurecon) and Chris Wedding (Bioresarches). The purpose of the visit was to meet with key stakeholders (See Appendix 1 for list of meetings) in relation to land acquisition and environmental permitting. The two sites were also visited to undertake an initial assessment of potential environmental and social issues.
- Geotech and Civil (6 – 12 Dec) – Richard Sabikien (Aurecon). The primary purpose of this visit was to dig a number of 2.4m test pits at a range of locations at both sites to assess the general geotechnical conditions in the area and at some of the potential wind turbine positions. The secondary purpose

Page | 10

MFAT – Tongatapu Wind Generation Feasibility Study – Phase 2 Report – Draft 1 Feb 2015

7 Land Rights Acquisition

All land parcels at both sites that would be potentially be used for wind farm development are privately owned and separate agreements giving the necessary access / occupation rights will be required with each landowner. TPL will be responsible for the securing of land rights sufficient to enable investigations and project development to proceed. TPL have considerable experience in negotiating with landowners and have given thought to how to proceed with land rights acquisition for the project. Infratec staff have provided input to TPL based on their experience with securing land rights for projects in New Zealand and Australia. Key points of the recommended strategy are as follows.

- Land rights acquisition would not commence until the feasibility process has been completed. Securing long term access rights would commence once the Feasibility Study recommendations (including identification of a preferred site) have been accepted by MFAT/TPL/ Govt of Tonga.
- Secure long term access options for the preferred site only and not both. It would be unfair and involve a lot of extra effort to secure both sites if only one is likely to proceed in the near term.
- The landowners at the preferred site will be negotiated with as a group, with everyone offered the same terms. There is expected to be a considerable group and community pressure on any holdouts to come into line.
- Where possible options regarding which properties will be used at the preferred site will be kept open to help ensure agreement can be reached quickly. Also keeping the alternative site in play will aid the negotiations.
- The form of agreement would be an investigation/development agreement that gives:
 - Rights to carry out investigations on the land;
 - An option to put in place leases and easements/ROWs as necessary for the development, with the terms agreed upfront.
- Once the project design is finalised and approved to proceed the leases and easements/ROWs would be put in place.
- The investigation/development agreements would be registered on the land titles, as would the final leases etc.
- The lease term is likely to be 30 years with a right of renewal. There may be a requirement for re-negotiation of the lease payments as part of the renewal, but this depends on the negotiations.
- The starting point for negotiation of lease payments will be a valuation of the leased land, based on current use. Standard rates will apply for compensation for coconut trees, taro patches etc. which are removed / destroyed during investigation / construction.

TPL advise that there is a high degree of awareness and local support for wind development within the communities near the Lapaha site, because of its previous identification as a wind development site. Awareness amongst the Niutoua communities is lower because the investigations have been low key to date. In both cases TPL anticipate that it will be possible to secure the necessary land rights for a development.



was to assess civil and transportation issues, including meeting with the Ports Authority and concrete production facilities.

2.3 Site Locations

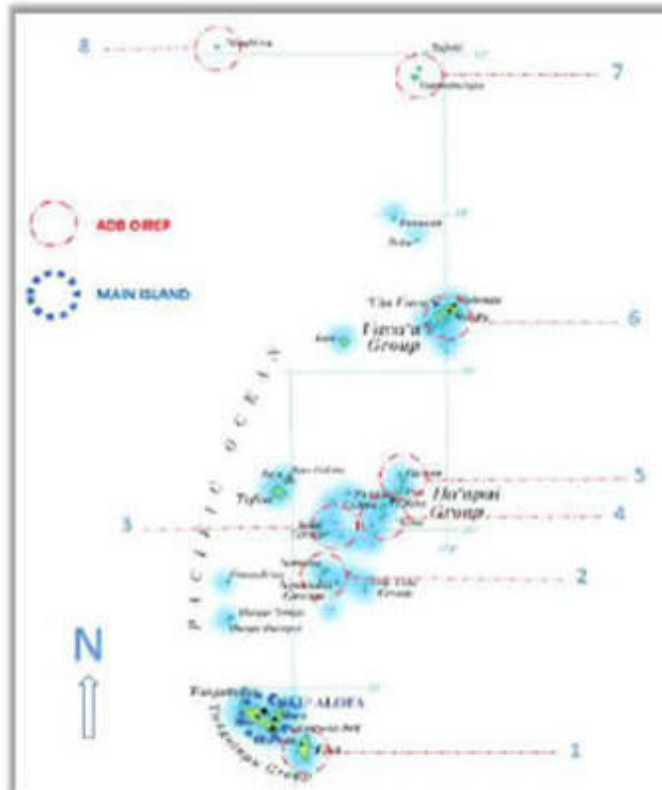
The general topography of the island is shown in Figure B. The predominant wind direction is south/south-easterly, and the most exposed part of the island is along the south-eastern coast. This is therefore the area with the best wind resource and the focus for potential wind farm development opportunities. The general locations of the two potential wind farm sites reviewed in this study are shown in Figure A. The sites are as follows:

- Niutoua, which has a currently operating wind monitoring mast;
- Lapaha, which was the site of a prior wind monitoring mast;

Mesoscale modelling indicates that the eastern coast of the island represents the best opportunity for wind development, even though potential sites are further from electrical and civil infrastructure.



**Tonga “Outer Island Renewable Energy Project”
(OIREP) Phase 2 Site Visit Report. March 2016.**



9.9 NFO site visits:

1. STR identified possible locations for each of the Centralised Solar Centres (CSC's). Local consultations as to the ownership of the land also took place.
 - a. For example; the village of Mua has an old Community Hall location with 3 broken water tanks. After consultation, it emerged that the hall is on land belonging to the Wesleyan church and that there are 3 religious denominations within the small village. We were assured however that no discrimination would take place and that the community shall discuss the matter with the head of the Wesleyan church on NFO. The Project should look for proof of this meeting outcome.
2. DFAT and the PM carried out several "one on one" community consultations with local women and men.
3. TPL took the opportunity to carry out their necessary investigations into the possible NFO mini-grid and centralised power station.



Figure 33 shows some of the "old" batteries that have been replaced. They are left to rot and are an environmental risk.



Figure 34 shows an example of the new batteries that have been installed on NFO by the local solar committee.

APPENDIX E – AUGUST 2018 CONSULTATIONS

UPDATED STAKEHOLDER CONSULTATION RECORDS

HA'APAI, VAVA'U & TONGATAPU, AUGUST 2018

BACKGROUND

The initial safeguards site visit and stakeholder consultations for TREP were held from 28 March - 10 April 2017 both in Tongatapu and in the outer islands of 'Eua, Ha'apai, and Vava'u confirming community and stakeholder support for the proposed project. Niuafo'ou in the remote north of the island group was not part of this initial exercise but had earlier confirmed their support in 2016 under previous consultations carried out under the OIREP project. Affected land owners and, respective communities in the remote offgrid outer islands in particular agreed to the proposed larger capacity power source to operate household appliances, lighting and carpentry tools in their households. This would provide major economic and social opportunities to help alleviate poverty on their respective islands. The main concern raised throughout the consultations was to ensure that potential tariffs were more affordable as a result of this new investment in renewable energy sources. No other significant concerns were raised by the land owners, or their representatives, during this initial safeguard visit. In total, at least 94 people, 42 women (45%), were consulted during consultations carried out on this initial visit from 28 March to 10 April 2017 in all project sites.

PROJECT FACT- FINDING MISSION CONSULTATION UPDATE (AUGUST 27 – SEPTEMBER 7, 2018)

The project team with the aid of MEIDECC and TPL was tasked to update stakeholder consultations with affected land owners, or their official representatives and relevant key stakeholders during the project fact-finding mission. Consultations during this visit included both Tongatapu, Vava'u and the Ha'apai outer islands. MEIDECC will ensure that consultations would take place at a later date on Niuafo'ou and TPL for 'Eua island. The objective of consultations comprised the following:

- (i) ENTURA and MEIDECC to present the scope of project works for all project sites.
- (ii) Introduce potential institutional setup for TREP mini-grids in particular on Ha'apai outer islands and discuss new institutional setup as well as anticipated tariff [expected roles and responsibilities of TPL/MEIDECC/Labor/Internal Affairs, Private Sector and Community].
- (iii) Discuss status of existing solar home systems, solar freezer systems and solar street light systems in the Ha'apai outer islands which will eventually be relocated to other MEIDECC project sites.
- (iv) Ensure discussion of their potential concerns at this stage and obtain recommendations, during these meetings for all project sites.
- (v) Procedures for grievance redress will also be discussed with the community and the affected land owners.

In addition, both IAs are to conduct separate meetings with affected land owners and the Ministry of Lands to:

- (i) Ensure the boundaries of each affected allotment be correctly marked and recorded,

- (ii) Inform affected land owners about the policies and procedures regarding entitlements for improvements on the land to be leased by the project, if applicable,
- (iii) Inform the land owners when and how compensation, if applicable, for affected assets including land, trees or crops will be compensated or replaced, and
- (iv) Consult property valuer at Ministry of Lands on land compensation and proper land acquisition procedures.

‘O’UA ISLAND (HA’APAI) CONSULTATION MINUTES (27/08/2018)

The meeting was officially opened by a prayer by the town officer.

MEIDECC representative then presented the purpose of the meeting which was to present the potential scope of works, revisit and confirm community commitment to the project and reconfirm land acquisition requirements for the project.

ENTURA representative in support of the proposed project went into further detail on the scope of works ranging from the solar farm to the technical aspects of the mini-grid.

The floor was then open for discussion, questions and clarifications from the community.

A member of the community thanked the team for presenting the proposal which he feels the community is in clear agreement with. The economic opportunities that would be enabled by the investment is welcome for his village. The only question he had for the team was if there were any work opportunities for the local people in construction and operation of the investment. The MEIDECC representative in response confirmed that work will be encouraged to the contractor to hire locals for various tasks in construction such as trenching of the mini-grid etc. Furthermore, in operations, the project will help build the capacity of certain local individuals to operate and maintain the investment.

The MEIDECC representative continued to explain that in anticipation of the project, the community needed to shore up the current island solar committee to oversee eventual operations of the project. From O&M to collection of power bills, a new institutional set up that was more accountable and competent needed to be in place. The community agreed that this was justified and that this would be further discussed with MEIDECC.

Another member of the community also expressed his gratitude for the upcoming investment and questioned only what the tentative schedule is for project implementation. ENTURA responded by stating that it is estimated to begin by middle to late in the year 2019.

The representative from ENTURA continued by querying the community to confirm if the proposed site’s landowner had given their consent to lease the proposed site for the project. The town officer confirmed that the current landowner Mr Saia Tohi (now resident in Australia) had confirmed consent. Only remaining issue now was for MEIDECC to follow through on the necessary documentation with Ministry of Lands. On road alignments for the mini-grid, the community also confirmed that these had been already mapped and are the existing road alignments seen today. The MEIDECC representative concluded the discussion as there were no more further queries by stating that the existing solar freezer project would be removed from the island and is expected to be solely powered from the proposed mini-grid.

The representative from ENTURA thanked the community for their attendance and active participation and the town officer reciprocated on behalf of the community before closing the meeting with a prayer.

TUNGUA ISLAND (HA'APAI) CONSULTATION MINUTES (28/08/2018)

The meeting was officially opened by a prayer by the town officer.

MEIDECC representative then presented the purpose of the meeting which was to present the potential scope of works, revisit and confirm community commitment to the project and reconfirm land acquisition requirements for the project. The last issue is of particular concern to the project due to discrepancies between identified multiple project sites on the previous project site visits. ENTURA representative in support of the proposed project went into further detail on the scope of works ranging from the solar farm to the technical aspects of the mini-grid.

The floor was then open for discussion, questions and clarifications from the community.

The town officer opened proceedings by noting that of the four proposed sites, he was assured on one of the sites of which he was the caretaker for the rightful owner who does not currently reside on island. This was the last site that was measured and deemed appropriate by the project team on their last site visit. The land belongs to an individual known as Mr Heneli Hopoi.

The discussion then focused on existing road alignments and potential easements for the mini-grid. A representative from the community noted that to the best of their knowledge, only two existing roads have been officially mapped on the island and both of these roads run parallel to the coast line. The ENTURA representative indicated that it was critical that further roads be mapped out as this would enable mini-grid access to Tungua households.

The town officer in response noted that there are historically 6 existing access roads that connect the two main parallel roads, but as to of their official status he was uncertain. This was matter that needed to be investigated and if need be, officially mapped so that all households are provided access to the mini-grid. The MEIDECC representative agreed and noted that his Ministry will follow-up on the issue with the Ministry of Lands so that it could be done in conjunction with the official mapping of the proposed solar farm site.

The MEIDECC representative then continued to explain that in anticipation of the project, the community needed to shore up the current island solar committee to oversee eventual operations of the project. From O&M to collection of power bills, a new institutional set up that was more accountable and competent needed to be in place. The community agreed that this was justified and that this would be further discussed with MEIDECC.

The representative from ENTURA thanked the community for their attendance and active participation and the town officer reciprocated on behalf of the community before closing the meeting with a prayer.

KOTU ISLAND (HA'APAI) CONSULTATION MINUTES (28/08/2018)

The meeting was officially opened by a prayer by the Kotu Methodist church minister.

MEIDECC representative then presented the purpose of the consultation meeting which was to explain the potential scope of works, revisit and confirm community commitment to the project and reconfirm land acquisition requirements for the project.

ENTURA representative in support of the proposed project went into further detail on the scope of works ranging from the solar farm to the technical aspects of the mini-grid.

The floor was then open for discussion, questions and clarifications from the community.

The assistant town officer open proceedings by noting that he was assured the Kotu community welcomed this proposed investment to their island. He noted that there was a vast array of benefits that he foresaw for the island should the investment come through as proposed. He thanked the project team, the donors and the Government of Tonga for allowing Kotu to be one of the selected few islands to participate in this project.

The representative from ENTURA enquired about land ownership and the existing road alignments and the community confirmed that all was still in order as the last safeguards site visit with the owner Mr Ilangana still residing on the island and still very supportive of the project.

A community representative questioned what was to happen to the existing solar home systems and the solar freezer. In response MEIDECC noted that all existing solar assets would be decommissioned and taken off island, with the community encouraged to employ only the solar mini-grid for electricity.

The same community representative also questioned if the community can sell these assets to nearby residents on the island of Tofua which currently had no solar home systems. MEIDECC in response clarified that this cannot be done as all assets were still owned by government and cannot be sold for commercial benefit. A survey however will be conducted to Tofua island to determine the number of residents and need for the solar home systems. The assets will then be distributed fairly under existing government procedures based on the findings of this final assessment.

The MEIDECC representative then continued to explain that in anticipation of the project, the community needed to shore up the current island solar committee to oversee eventual operations of the project. From O&M to collection of power bills, a new institutional set up that was more accountable and competent needed to be in place. The community agreed that this was justified and that this would be further discussed with MEIDECC.

The representative from ENTURA thanked the community for their attendance and active participation and the assistant town officer reciprocated on behalf of the community before Church of Tonga minister closed the meeting with a prayer.

MO'UNGA'ONE ISLAND (HA'APAI) CONSULTATION MINUTES (29/08/2018)

The meeting was officially opened by a prayer by the Mo'unga'one church minister.

MEIDECC representative then presented the purpose of the consultation meeting which was to explain the potential scope of works, revisit and confirm community commitment to the project and reconfirm land acquisition requirements for the project.

ENTURA representative in support of the proposed project went into further detail on the scope of works ranging from the solar farm to the technical aspects of the mini-grid. He further elaborated on the potential benefits to the community to be provided by the project.

The floor was then open for discussion, questions and clarifications from the community.

The representative from MEIDECC queried the availability of the proposed solar farm site and the existing road alignments for the proposed mini-grid. In response a community member noted that under the World Bank Cyclone Ian house reconstruction project, a lot of land surveying had been

carried out on the island to confirm residential properties. He noted however that there was only one main road officially mapped on the island. The proposed piece of land also after recent measurements by the last technical team indicated that a small additional portion would be required from the adjacent property. The original piece of land belonged to Mr 'Aisea Fainga'anuku and the adjacent property to Mr 'Anau Poutele.

MEIDECC acknowledged by confirming that both properties would be properly surveyed and marked for the solar farm with proper compensation for the required leases. The road alignments would also be included in the surveying work. If necessary however and that proposed alignments did not provide adequate access to all households on the island, written easement consents would need to be obtained before civil works.

The MEIDECC representative then continued to explain that in anticipation of the project, the community needed to shore up the current island solar committee to oversee eventual operations of the project. From O&M to collection of power bills, a new institutional set up that was more accountable and competent needed to be in place. The community agreed that this was justified and that this would be further discussed with MEIDECC.

The representative from ENTURA thanked the community for their attendance and active participation and the assistant town officer reciprocated on behalf of the community before the Church minister closed the meeting with a prayer.

VAVA'U CONSULTATION MINUTES (30/08/2018)

The meeting was officially opened by a prayer by a designated representative from TPL.

Welcoming remarks were then provided by the TPL host for the meeting with the meeting chaired by the Neiafu town district officer.

The TPL strategic program manager then presented the purpose and objectives of the consultation meeting on a power point presentation which explained the potential scope of works, revisiting and reconfirming community commitment to the project and reconfirming land acquisition requirements for the project. The national renewable energy target of 50% by 2020 was clarified and she further elaborated on the potential benefits to the community to be provided by the project including possible tariff reductions.

The floor was then open for discussion, questions and clarifications from the community and relevant project stakeholders.

The MEIDECC resident representative in Vava'u started proceedings by requesting further clarification on potential tariff reduction. She emphasized that this would most certainly confirm universal support for the proposed project. She further queried on why Niuaotupapu was not included in this project but that Niuafo'ou was. In response, TPL indicated that on the former, tariff is calculated for all of Tonga and not just to Vava'u and as such, percentage reductions will depend on combined efforts to reach the country's renewable energy target of 50% by 2020. At the moment, it sits on approximately 17% but with this investment can increase substantially. On the latter, Niuaotupapu is already included but under a separate project known as the Outer Island Renewable Energy project.

A community representative living in close proximity to the proposed site then spoke up by stating that he was fully in support of the project and its objectives. He was however opposed to the current proposed site as he and the adjacent community relied on the bush allotment for

subsistence farming and various other activities. He proposed that the project team continue looking for other alternative options that could be available for siting of the solar farm. In response TPL noted that the benefit of the current site was that it was in close proximity to the existing solar farm and TPL power station and that it was logistical sense to locate it there. She however noted that other options were still being explored and that consultations would again be held in the future to finalize the site.

A member of the community however noted that this proposed allotment belonged to the King as the estate holder and that he would have the final say on the matter. TPL in response noted that should the project continue on the current site, that all affected persons including any standing crops will be compensated at fair market value even despite the fact that they did not own the land.

The town officer then enquired if there were any potential health hazards to be expected from the solar farm and if there was a need to cut trees in adjacent properties to avoid shading. TPL responded by assuring the meeting that there would be no health risks to the community at large from operation of the solar plant and that during construction all necessary health and safety measures will be in place. On shading, TPL confirmed that this will all be handled through the project compensation process.

TPL thanked the community and stakeholders for their attendance and active participation and the District officer reciprocated on behalf of the community before he closed the meeting with a prayer.

TONGATAPU CONSULTATION MINUTES (06/09/2018)

The meeting was officially opened by a prayer by a TPL representative.

The CEO of TPL then gave welcoming remarks emphasizing the Tonga energy road map and it's national objectives. Noted that since 2010, the ideal was to reach a 50% renewable energy target by 2020. The meeting had been called thus to present the purpose of the consultation meeting which was to explain the potential scope of works, revisit and confirm community commitment to the project and obtain all relevant recommendations and comments on the proposed project.

The TPL Strategic program manager opened her presentation highlighting the historical dependence on fossil fuels of the country. There are wide ranging consequences from climate change to high electric tariffs. As such, government started in 2008 with the enactment of the renewable energy act. This led to the Tonga renewable energy road map (2010-2020) which has guided various donor investments over the years all over Tonga. At this stage the present installed capacity of renewable energy is 6.2 MW. On record the best renewable energy penetration into the grid is 14% at an average of 7%-10%.

Proposed works in the pipeline to lift these targets are in 3 phases. Phase 1 (2014-2019) is under way and almost complete. Phase 2 (2017-2019) is under implementation with Phase 3 (2018-2020) now under discussion in design for implementation. She then presented the proposed project in further detail with regards to the scope of works ranging from the proposed wind farm, solar farms to the technical aspects of storage batteries.

The floor was then open for discussion, questions and clarifications from the community and relevant stakeholders.

Town officer for Nukunuku queried decommissioning of solar plants and the risk to his community. He noted that there had been solar run water pumps and solar home systems which had failed in the short term, yet the failed assets remain in his community. In response TPL CEO noted that technologies are vastly different, furthermore there will be O&M budget and the life cycle of the system is quite sustainable. Further solar energy infrastructure will not have any health impacts on the community. In addition, the Director of Energy noted that these small projects were not sustainable as business models to collect revenue for maintenance had failed. Where they have succeeded, the small-scale projects have been self-sustaining.

Tofoa representative queried on geothermal possibility and whether these solar farms can withstand tropical cyclone. In response TPL CEO noted that it was a possibility but to date no significant studies have been conducted. Unlike the wind farm which has collected some data over the years and proved its feasibility. The solar farms are also climate resilient and can withstand large category strength cyclones.

Civil society representative welcomed the opportunity to join the consultation, then she questioned whether there were any hazardous chemicals in the solar systems in particular batteries. She also advised presentation to use less technical language when the consultation goes out to the communities.

In response, the TPL CEO noted that chemicals in solar panels can only be released when burned. Furthermore, the language will be less technical when it goes out to the community to ensure that the message is well received.

Tonga ADB resident representative in support of TPL noted that it was critical for the town officers present to disseminate the information into their communities. This will raise awareness on the initiative and safeguard the investment.

MEIDECC Director of Energy emphasized that if the country was to reach its 50% target, the community needed to work hand in hand with government. This can be achieved through reducing demand as it will impact well on supply. Energy conservation he believes is still a major issue for Tonga.

Representative from Lapaha district in support indicated that there were also other aspects of public lighting assets that could be cut back to reach this target. In response, TPL CEO confirmed that this was a prerogative of government and responsibility lay with the Ministry of Finance.

The Director of Energy concluded the meeting and thanked the Department of Climate Change for enabling this energy project to go through to the GCF. He also thanked the TPL CEO and his staff for progressing this project forward and acknowledged the support of the community, district and town officers.

The Tofoa town officer closed the meeting with a prayer

2

LANDOWNER INFORMATION																
Site/Location	1. Are you open to having your land in TPL/WEEDCC for the solar/wind proposed project? (Yes or No)	2. Name of Land Owner	3. Age	4. Main Income Source (e.g. farming, fishing, making rent, remittance, pension etc)	4. Educational Attainment	5. No. of Members in the HH	6. List of name, gender, and age of children	7. No. of dependents (school age up to 18 years old)	8. Are other members in the household who are employed? (Yes or No)	9. If Yes, give date on and type of work	10. Any member of the household with disability or special needs? (Yes or No)	11. If yes, give date when type of disability/special needs	12. How much in total sum/yr, the land do you have access to eg for food/forage, outside this site?	13. What are the potential benefits to you and your family, if to lease a portion of your land?	14. Do you have any concerns re possible leasing of this land to TPL/WEEDCC	15. Any recommendation to the government, if any regarding the project?
	IF Yes, go proceed with interview or put back. Information of this land owner is with or through representative															
Dug		Utaha Lusak	90+	Elderly	N/A	4 (Landowner, widow daughter, youngest daughter & husband who died 4 children)	1. Fagadeta Lusak (M) 2. Mene Lusak (F) 3. Mole Lusak (M) (M) 4. Fikeme Lusak (M)	N/A	NO	N/A	YES	Land owner is elderly and requires special caring for by his daughters when they live together				
Fakala		Nakaleto Serehali		deceased												
		Nakaleto Laka Oua		deceased (their residence in Hovani - Laka Oua (M)												
							3 children (My Husband: Ratchit's Laka (F), Sereh Laka Taa M'Vallaki (M) Hovani (M) Paula M'Vallaki (M) David Lusak (M), Jordan (M)									
Motofono, ME2/Forum		1 Nobel End	65	Maka (Parliament)	BA (Political Science)											
		2 Nobel End	65													
Motofono, ME2/Forum		1 Makongra Tappa (contact person: Amelina Pukera 844-7389)		private (retired town officer)			Makota (M), Hava (M), Makongra (deceased), Amelina (F), Makongra (F), Rakard (M), Pongapong				NO					
Nikunua	1	Latu Kongko	63	Living in Melbourne, Australia (1 Cedar Court, alfons Meadows Melbourne 100613) 89696756												
	2	Toboa Pohahau (Lives in Nukunuka,)	48	Farming		4	4 children 2 of which are currently with their parents here in Tonga whom are still in high school	2 (F=1; M=1)	NO							

[illegible]

LANDOWNER INFORMATION (NIEDICC - HA'APAI OUTER ISLANDS)																
Site/Location	1. Are you open to leasing your land to TPL/NIEDICC for the solar/wind proposed project? (Yes or No)	2. Name of Land Owner	3. Age	4. Main Income Source (e.g. farming, fishing, making boat, remittance, pension etc)	4. Educational Attainment	5. No. of Members in the HH	6. List of name, gender, and age of children	7. No. of dependents (school age up to 16 years old)	8. Any other members in the household who are employed? Yes or No.	9. If Yes, pls state no and type of work.	10. Any member of the household with disability or special needs? (Yes or No)	11. If yes, pls state who and type of disability/special needs	12. How much in total acre/Ha, the land do you have access to eg for food/income, outside this site?	13. What are the potential benefits to you and your family, if to lease a portion of your land?	14. Do you have any concerns re possible leasing of this land to TPL/NIEDICC	15. Any recommendation to the government, if any regarding the project?
Chua	Yes (yes parents)	2. Pano's Taki (lives in KC)														
		Chua's name: Lot 18														
Taraga	Yes	4. Sika T. M. (lives on island)	51	Fishing and raising pigs	Secondary	4	2 (Class 2)	None	None	None	n/a	Do not know, have 3 other parcels of land	Will bring welcome room to his family.	None	None	
		Dono: 1547113, Lot 5														
Tabu	Yes (renting)	5. S. M. (lives in KC)														
		Other name: Lot 12														
Malaga area		6. U. P. (lives in KC) (lives overseas for 50 years, current residence is the "Coca Office")														
		Dono: 1527151, Lot 18														