**AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF MOLDOVA
AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA
REGARDING THE ACQUISITION OF PROPERTY FOR THE NEW LOCATION
OF THE EMBASSY OF THE UNITED STATES OF AMERICA
IN THE REPUBLIC OF MOLDOVA**

The Government of the Republic of Moldova and the Government of the United States of America (collectively hereinafter referred to as "the Parties" and each of them "a Party"),

HAVING REGARD to Article 21 of the Vienna Convention on Diplomatic Relations, done at Vienna April 18, 1961, under which a receiving state shall either facilitate the acquisition on its territory, in accordance with its laws, by the sending state of premises necessary for its mission or shall assist the latter in obtaining accommodation in some other way,

CONSIDERING that the Republic of Moldova owns the land located in Chisinau municipality at 12 Tighina Street, with a total area of 5.1814 hectares, registered in the Register of Immovable Property under cadastral number 0100208.277 (hereinafter referred to as "the Land") as shown in the plans in Exhibit No 1. The term "the Land" also includes (i) all structures on the Land that are owned by the Republic of Moldova on the date on which this Agreement is concluded; and (ii) those structures on the Land that are legally acquired by the Republic of Moldova from their private owners after the date on which this Agreement is concluded,

ACKNOWLEDGING that the Land has been taken out of the public domain of the Republic of Moldova and is currently part of its private domain,

CONSIDERING that the Government of the United States of America wishes to conduct legal, technical, and other necessary investigations and preparations in respect of the Land with a view to a potential acquisition for the purposes of construction and operation of a new Embassy of the United States of America in the Republic of Moldova, to include office, residential, warehouse, recreational facilities, and any other uses supporting its diplomatic or consular activities as designated by the Government of the United States of America ("Embassy Facilities") and of the creation of a park and other open spaces accessible to the general public ("Park Facilities"),

CONSIDERING that the Government of the Republic of Moldova recognizes the importance of the construction and operation of the Embassy Facilities and that the Government of the United States of America intends to acquire the Land,

WISHING to establish terms to achieve the foregoing by entering into this Agreement ("Agreement"),

AGREE as follows:

ARTICLE 1
GRANT OF OPTION TO ACQUIRE

(1) For and in consideration of Three Million Two Hundred Thousand Euros (€3,200,000) (hereinafter referred to as the "Option Fee") paid by the Government of the United States of

America (hereinafter referred to as "the American Side") to the Government of the Republic of Moldova (hereinafter referred to as "the Moldovan Side") within five (5) business days of the date the Parliament of the Republic of Moldova adopts a law on declaration of public utility of national interest of the works for the performance of this Agreement (to be used for any lawful expropriation payments and for the freeing of the portions of the Land that are subject to occupations by third parties, and related expenses), the Moldovan Side hereby grants to the American Side an irrevocable option to acquire the Land under the terms of this Agreement ("Option"), which Option may be exercised by the American Side at any time before the expiration of one (1) year from the date this Agreement enters into force ("Term of the Option"). The American Side may, by notice to the Moldovan Side, extend the Term of the Option by additional periods of one (1) year each, but may do so not more than five (5) times, at no additional cost to the American Side. The Parties acknowledge that the Option Fee may not be sufficient for all lawful expropriation payments and related expenses and agree that the American Side shall reimburse the lawful expropriation payments and related expenses incurred by the Moldovan Side up to the amount in Art. 3(2), inclusive of the Option Fee.

(2) If the American Side exercises its Option and acquires the Land, the Option Fee shall be used first for the Reimbursement Costs, as defined in Art. 3(2), and if the Option Fee is sufficient for the Reimbursement Costs, any balance shall be deducted from the Amount of Money. The Parties agree that the Option Fee shall, upon payment, be available to the Moldovan Side to expend in furtherance of its obligations under Art. 2(1)(b).

(3) In the event that the American Side does not exercise its Option, so long as the Moldovan Side has not breached its obligations under this Agreement, the Option Fee shall be retained by the Moldovan Side as full consideration for the granting of this Option.

(4) In the event that the acquisition of the Land is not consummated in accordance with the terms and provisions of this Agreement due to circumstances or conditions which constitute a default by the Moldovan Side under this Agreement, the American Side may terminate this Agreement and the Moldovan Side shall refund the Option Fee to the American Side within fifteen (15) days of receipt of the notice of such termination.

ARTICLE 2
COOPERATION WITH A VIEW TO TRANSFER OF OWERSHIP

The Parties shall cooperate in good faith with a view to facilitating the acquisition by the American Side of ownership of the Land, consistent with the terms of this Agreement. To this end, the Moldovan Side shall ensure the following:

(1) That the American Side may acquire full and exclusive ownership of the Land, together with all rights ancillary to it, as well as the demolition and development rights or other benefits provided for below, free and clear of all encumbrances, easements, occupants, and any other covenants or restrictions. In this connection, the following shall apply:

(a) The Moldovan Side shall take prompt action following entry into force of this Agreement to take control of all areas on the Land and stop any occupation not based on a right.

(b) The Moldovan Side shall use all necessary measures and means, as are consistent with international law and the laws of the Republic of Moldova, in order to ensure, not later than the end of the initial one-year Term of the Option, that vacant possession of the Land may be

delivered to the American Side, meaning that the Land is free of any form of occupancy by any kind of possessor, claimant, or holder whatsoever ("Vacant Possession").

(c) Unless the American Side consents otherwise in writing, no new registrations, notations, rectifications, or other records, restrictions, or changes of any kind or on any basis shall be allowed in the Register of Immovable Property in respect of the Land, except in furtherance of this Art. 2(1). The Moldovan Side shall ensure that a timely notation of this prohibition is made in the Register of Immovable Property and shall provide a copy to the American Side.

(2) That at any time after this Agreement enters into force, with prior coordination with the Government of the Republic of Moldova Public Property Agency (hereinafter referred to as "the Public Property Agency"), the American Side and its representatives, agents, consultants, contractors, and/or employees shall have unrestricted access to the portion of the Land that is clear of structures or third-party rights at all times for the purpose of conducting soil tests, engineering studies, surveys and any other desired inspections, tests, evaluations or studies of the Land as the American Side may reasonably require for assessing the condition of the Land.

(3) That, during the Term of the Option, including as extended, it shall not market the Land for sale or lease nor make or enter into any lease or other agreement for the use, occupancy or possession of all or any part of it. The Moldovan Side shall not take any other actions with respect to the Land or any part of it, including making or allowing any material change in its physical condition, that would impede or render more difficult the conduct of tests and inspections or potential acquisition of the Land by the American Side.

(4) That, at Settlement, demolition permits are issued, which shall allow the American Side to demolish, with its own funds, any structures on the Land except for those referred to in Art. 5(4)(a). For the purposes of this Agreement, "Settlement" shall mean the transfer of ownership of the Land against the payment of the amounts of money described in Art. 3.

(5) That a diplomatic note is issued by the Moldovan Side within the initial one-year Term of the Option, with written assurances that the Land and its ownership rights may be transferred to the American Side for use as the site for the construction of the Embassy Facilities, which features are delineated in Exhibit No 2, and the Park Facilities.

(6) That the American Side shall be granted all exemptions to which it is entitled under international law or under the laws of the Republic of Moldova from taxes, charges, fees, and other official costs associated with the transfer and ownership of Land.

(7) That all efforts are made to ensure that connections to public utilities, including electricity, telephone/electronic communications, gas, water, and sewage/storm water, are made available at the boundaries of the Land within six (6) months after this Agreement enters into force.

ARTICLE 3
AMOUNT OF MONEY FOR TRANSFER OF OWNERSHIP AND REIMBURSEMENT

(1) The amount to pay for the transfer of ownership of the Land ("the Amount of Money") shall be Eighteen Million euros (€18,000,000), excluding those structures on the Land that are legally acquired by the Moldovan Side from their private owners after the date on which this Agreement is concluded, which costs are provided for by the Reimbursement Costs, pursuant to Article 3(2).

(2) In addition, the American Side shall reimburse the Moldovan Side for its documented costs of delivering the Land with Vacant Possession (including any lawful expropriation payments and related expenses), up to the amount of Seven Million Five Hundred Thousand euros (€7,500,000) ("Reimbursement Costs") within 14 business days after the Moldovan Side submits all supporting documents that certify the amounts of the compensation awarded by the courts to the expropriated persons, as well as the actual payments to the entitled persons and related expenses.

(3) In the event the American Side does not exercise its right under Art. 1 to acquire the Land, the American Side shall still pay the Moldovan Side the Reimbursement Costs, subject to all supporting documents that certify the amounts of the compensation paid to or awarded by the courts to the expropriated persons, as well as the actual payments to the entitled persons and other related expenses, not to exceed the amount of Seven Million Five Hundred Thousand euros (€7,500,000).

(4) In the event that the Reimbursement Costs exceed the limit set out in paragraph (2), the Moldovan Side may request the American Side to enter good faith discussions to examine possible reimbursement of such costs.

ARTICLE 4
SETTLEMENT

(1) If, at any time during the Term of the Option, including as extended, and following the completion of all actions required by Art. 2(1), and after the Moldovan Side issues the diplomatic note to the American Side under Art. 2(5), the American Side gives notice to the Moldovan Side that it is exercising its Option under Art. 1(1) (hereinafter referred to as "the Exercise Notice"), good and marketable ownership and title in and to the Land shall be immediately transferred to the American Side.

(2) Notwithstanding the provisions in para. (1), if the Moldovan Side has not completed the actions required by Art. 2(1) or issued the diplomatic note under Art. 2(5) within the initial one-year Term of the Option, the American Side may, at any time thereafter, notify the Moldovan Side of its intent to exercise the Option. In such case, (a) the Moldovan Side shall complete all such actions as soon as possible following the American Side's notification, (b) the Term of the Option shall automatically be extended until such time as the Moldovan Side has completed such actions, which shall be done as expeditiously as possible, provided that the American Side may in its sole discretion waive, by written notice, any requirement of Art. 2(1) in whole or in part in its application to any particular encumbrance, possessory interest, claim, adverse entry in the Register of Immovable Property, or other circumstance required to be addressed under Art. 2(1), and (c) title shall transfer upon completion of these actions (subject to any waivers), once such completion is certified by the American Side in writing. For clarity, the American Side may waive any of the Moldovan Side's obligations under Art. 2(1) either completely or conditionally (such as, in the latter case, requiring that the subject obligation be completed after Settlement).

(3) Good and marketable ownership and title in and to the Land shall mean that the American Side is the full and sole owner of the Land and all structures on the Land; that the Land is free of any encumbrance except to the extent expressly agreed otherwise by the Parties in writing; and that no rights of third parties in, or other restrictions on, the Land exist.

(4) The Moldovan Side shall issue a deed of conveyance to the American Side documenting

the American Side's title to the Land and shall register the title in the Register of Immovable Property within ten (10) days of a transfer of title under this paragraph. The Moldovan Side shall ensure that no third-party rights, restrictions, or notations are contained in Chapters A (Land) and B (Structures) of the Register of Immovable Property.

(5) Additionally, the Moldovan Side, by its Public Property Agency, shall, within fifteen (15) days after transfer of ownership of the Land to the American Side has been registered in the Register of Immovable Property, transfer Vacant Possession of the Land to the American Side. Furthermore, the Moldovan Side shall ensure that, at the time of transfer of the Land with Vacant Possession, the Land is free of known environmental contamination, hazards, hidden structures, and other obstacles that could reasonably be expected to impede the American Side's construction and operation of Embassy Facilities and Park Facilities.

(6) Upon transfer of Vacant Possession of the Land to the American Side, the Land and any structures thereon shall be considered inviolable premises for purposes of Art. 22 of the Vienna Convention on Diplomatic Relations and may not be entered by agents of the Republic of Moldova without an express waiver of inviolability from the American Side.

(7) Within 10 (ten) business days after Vacant Possession of the Land has been transferred under Art. 4(5), which period may be extended by mutual written agreement between the Parties in the event that the American Side needs additional time to obtain the necessary confirmations of the regularity of transfer and registration of title, the American Side shall pay to the Moldovan Side the Amount of Money, plus any Reimbursement Costs not already paid, subject to receipt of all supporting documents that certify the amounts of the compensation awarded by the courts to the expropriated persons, as well as the actual payments to the entitled persons in accordance with Art. 3(2).

ARTICLE 5
POST SETTLEMENT ARRANGEMENTS

After Settlement, the following shall apply:

(1) The American Side may utilize the Land for the planning, constructing, and operating on it of the Embassy Facilities and the Park Facilities, and there shall be no usage restrictions preventing demolition, construction, and operation of the Embassy Facilities, as provided in this Agreement.

(2) The American Side:

(a) may start demolition works on the Land after issue of a Demolition Permit. The Moldovan Side shall ensure that the Demolition Permit is issued by the central authority designated by the Moldovan Side;

(b) may start design works after issue of an Urban Planning Certificate for Design Purposes and may start construction works after issue of a Building Permit. The Moldovan Side shall ensure that both permits are issued by the central authority designated by the Moldovan Side.

In order to ensure the rights of the American Side provided for in this Article, the Moldovan Side shall issue such certificates, authorizations, permits, and any other relevant permit or approval, no later than 60 days after application by the American Side for such permits, and the American Side shall cooperate to furnish the Moldovan Side with the designs reasonably

required by the Moldovan Side. In issuing such certificates, authorizations, permits, and any other relevant permit or approval, the Moldovan Side may not impose on the American Side requirements that are more stringent than international construction standards. The American Side shall comply with the terms of such certifications, authorizations, permits and any other relevant permit or approval and may apply to the Moldovan Side for relevant adjustments to such permits, and such adjustments shall be approved provided that they are neither unreasonable nor inconsistent with relevant laws or the terms of this Agreement.

(c) may complete the works, launch the operation and use of the structures, and register any completed structures in the Register of Immovable Property under a Protocol of Final Receipt signed by the Acceptance Commission appointed by the Ministry of Foreign Affairs of the Republic of Moldova.

(d) may implement the features delineated in the Exhibit No 2 to this Agreement, subject to final design by the American Side and permit approval.

(e) shall observe and not exceed a maximum building height limit of 35 meters, a maximum exterior perimeter wall height of 3 meters, which shall not enclose the Park Facilities. The perimeter wall and other structures shall be located at least 5 meters inside the property line, except the perimeter wall and other structures along the boundary of the Park Facilities, which shall be located a minimum of 2.65 meters from the Park Facilities property line. The foregoing shall be the only setback requirements applicable to the Land.

(3) The Moldovan Side shall ensure that no later than at Settlement a special regime is applied to the Land and adjacent streets such that:

(a) the zoning of the Land is set to "S" (or its appropriate successor designation, if any) and in any case is appropriate for the American Side's intended use of planning, constructing, and operating on such Land the Embassy Facilities, along with the Park Facilities, including a park area or other open spaces accessible to the general public;

(b) there are no development restrictions preventing construction and operation of the Embassy Facilities, Park Facilities, and renovation and repair of the former stadium's historic gates. There shall be no red line restrictions applicable to the Land.

(c) the American Side is entitled to implement the features of the Embassy Facilities delineated in the Exhibit No 2 to this Agreement;

(d) there are no objections from civil aviation authorities to a building on the Land up to a height of 35 meters above the ground and the Land does not now and will not in the future lie under an established flight path for take-off and landing;

(e) no historical, religious, archeological, cultural, or other such issues or structures shall in any way restrict or prohibit the initiation of demolition or construction works and use of the Land for Embassy Facilities; and

(f) the American Side may construct at its own cost driveway access and associated turn lanes along all four boundaries of the Land and may maintain bi-directional access from the Land to the four surrounding roadways.

(4) After Settlement, subject to its receipt of all permits and authorizations to commence the construction of the Embassy Facilities on the Land, the American Side shall, when reasonably practicable and feasible for the American Side:

(a) renovate and repair the stadium's gates, entranceway, and associated spaces, and make them accessible to the public, in tribute to the historic significance of the former stadium located on the Land;

(b) reserve a portion of the Land for Park Facilities, the design for which shall be developed in collaboration with the Moldovan Side and local design professionals;

(c) complete the Park Facilities;

(d) consult with the Moldovan Side to agree on a name for the Park Facilities that captures the relationship between the countries, a shared ideal or goal, or another appropriate name as the Parties decide; and

(e) retain the right to use a portion of the Park Facilities for the display of art, holding of events, placement of a statue or monument, or similar activities.

(5) At any time after the Park Facilities are completed, the American Side may decide to legally separate the land pertaining to the Park Facilities and transfer full title to such land, free of charge, to the Moldovan Side, in which case the Moldovan Side shall take all necessary steps for this transfer to occur within three (3) months of receipt of a notice of transfer, through diplomatic note, from the American Side indicating its intention to effect such a transfer. The Parties shall effect the transfer under a deed of conveyance, and such transfer shall be deemed a transfer done under the auspices of this Agreement. In the event of such a transfer, the American Side shall bear no liability as to the suitability of the Park Facilities for any purpose or their conformity to any laws or rules, and there shall be no implied terms, representations, and warranties in respect of legal title or the condition of the Park Facilities.

ARTICLE 6
MISCELLANEOUS

(1) Nothing in this Agreement or the conduct of investigations and tests in respect to the Land shall be construed as vesting in the American Side any legal interest or factual possession in the Land or any part thereof or any obligation upon the American Side to lease, purchase, or otherwise acquire any interest in the Land, or to expend any funds in connection therewith, except as a result of a decision by the American Side, in its sole discretion, to exercise its right under Art. 1 to acquire the Land.

(2) A reference in this Agreement to any authority of the Moldovan Side includes a reference to any successor or authority replacing it in the relevant function.

(3) This Agreement shall enter into force on the date of the last note, in an exchange of diplomatic notes, confirming that each Party has completed its internal procedures necessary for entry into force of this Agreement.

(4) The Moldovan Side shall ensure that the Option under this Agreement is noted (*notare*) in the Register of Immovable Property immediately after this Agreement enters into force.

(5) If the American Side does not transmit an Exercise Notice to the Moldovan Side prior to expiration of the Term of the Option, including as extended, then this Agreement, and the

Parties' obligations thereunder, shall terminate the calendar day after such period. If the American Side does transmit an Exercise Notice, this Agreement shall terminate on the date of the last note in an exchange of diplomatic notes confirming that all obligations of the Parties under this Agreement have been discharged or waived.

(6) All representations and warranties of the Moldovan Side shall remain true and in force until Settlement.

(7) Nothing in this Agreement shall be interpreted to waive any privilege or immunity to which either Party may be entitled by virtue of international law, including any applicable treaty such as the Vienna Convention on Diplomatic Relations.

(8) While the Land is owned by the American Side, the Land shall be used exclusively for the construction and operation of the United States of America's Embassy Facilities, to include all of its ancillary or occasional uses, and for creation of a park and other open spaces accessible to the general public.

(9) Upon entry into force of this Agreement, the Agreement between the Government of the United States of America and the Government of the Republic of Moldova on acquiring a land plot for the construction of the Embassy of the United States of America to the Republic of Moldova, effected by exchange of notes at Chisinau July 12, 2019, shall terminate.

Done, in duplicate, at Chisinau this 11th day of July in the year 2024, in both the Romanian and English languages, each being equally authentic.

FOR THE GOVERNMENT OF
THE REPUBLIC OF MOLDOVA:

Name: Roman Cojuhari
Title: Director general of the
Public Property Agency

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:

Name: Nina Maria Fite
Title: Chargé d'affaires a.i. of the
Embassy of the United States of America
in the Republic of Moldova

EXHIBIT NO 1

to Agreement between the Government of the Republic of Moldova and the Government of the United States of America Regarding the Acquisition of Property for the New Location of the Embassy of the United States of America in the Republic of Moldova

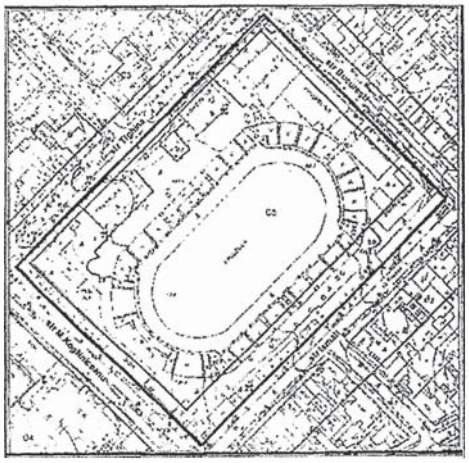
General Directorate for Architecture,
Urban Planning and Land Relations

APPROVED by:
Chief Architect
of Chişinău municipality
/signature/
Sergiu Borozan

Exhibit to Urban Planning Certificate for Information Purposes No 222/18 of March 29, 2018

PROPERTY LAYOUT PLAN

land with cadastral No 0100208.277 and structures with cadastral Nos 0100208.277.01, 0100208.277.02 and 0100208.277.04 - 0100208.277.14 at *12 Tighina* street, sector *Centru*
Applicant *Ministry of Economy and Infrastructure of the Republic of Moldova*
Area_____ drawing No *66, 67 scale 1:2000, No_____ scale 1:500*
Head of Directorate */signature, illegible date/* Alexei Cebanenco



☐ *Land with cadastral No 0100415.332*

Section Head */signature/ Aliona Cazacu* Chief Specialist */signature/ Gheorghii Furtună*

Government of the Republic of Moldova Initials: _____ Government of the United States of America Initials: _____

Survey

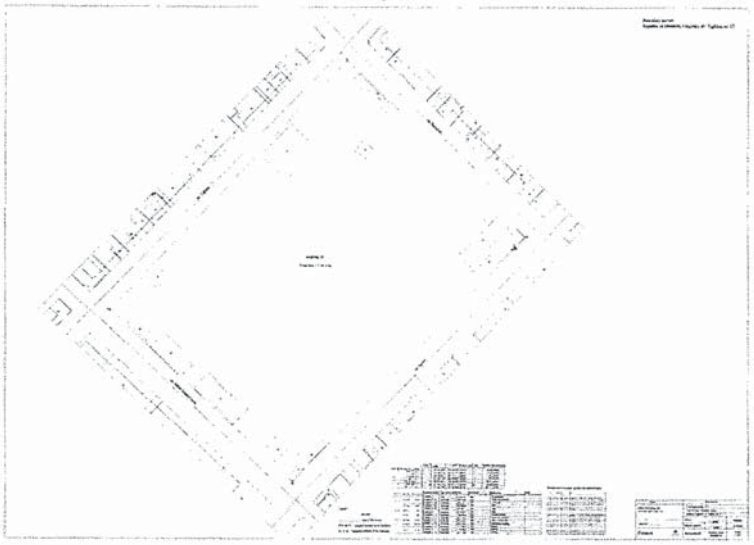


EXHIBIT No 2

to the Agreement between the Government of the Republic of Moldova and the Government of the United States of America Regarding the Acquisition of Property for the New Location of the Embassy of the United States of America in the Republic of Moldova

Features of the Embassy Facilities:

1. Buildings of up to 35 meters (including rooftop equipment/machinery/facilities). The main building footprint is expected to range between 20 meters and 30.5 meters from the interior face of the perimeter wall.
2. A solid or other perimeter wall up to a height of 3 meters. Concrete/metal poles and/or barriers may be installed outside the property line perimeter with observance of land use and urban planning rules.
3. Three access control facilities (gatehouses) near the property line to ensure that each access control facility has street access, including street access by one such facility on Strada Ismail.
4. A Marine Security Guard Residence. The residence may include a basketball court and an outdoor recreation court.
5. A facility for vehicle maintenance shops and a storage warehouse.
6. A utility facility at the property line. The Government of the United States of America shall coordinate with electricity, water, storm water, sewer, district heating and electronic communications providers to bring the necessary utilities to this demarcation facility.
7. A parking garage to house approximately 150 spaces for Government of the United States of America personnel and invitees.