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REPUBLIC OF THE MARSHALL ISLANDS

James McCaffrey, M.I. Adm. # 103  
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Attorney for Defendants

IN THE HIGH COURT  
REPUBLIC OF THE MARSHALL ISLANDS

EIGIGU HOLDING CORPORATION,

Plaintiffs,

vs.

LEANDER LEANDER and LIJUN LEANDER

Defendants

Civil Action No. **2014-067 CRW**

OPPOSITION TO PLAINTIFF'S MOTION  
FOR DECLARATORY/SUMMARY  
JUDGMENT AND DEFENDANTS'  
CROSS MOTION FOR SUMMARY  
JUDGMENT; DECLARATION OF  
LEANDER LEANDER; and CERTIFICATE  
OF SERVICE

Comes now Defendants, by and through their attorney James McCaffrey, and hereby oppose the Motion for Declaratory/Summary Judgment filed by Plaintiffs and bring their own Cross-Motion for Summary Judgment:

- 1) There are no disputed material facts;
- 2) Plaintiff's alleged default under the Master Lease was cured when they entered into a 2013 Agreement for the landowners to revoke the purported termination and Amend the Master Lease; and
- 3) Plaintiff can not collude to breach their own lease and then benefit.

## FACTS

Leander Leander, and his wife, Lijun Leander, have been doing business in the Eastern Gateway area for the past 14 years. Initially, they entered into a lease agreement with the duly authorized Representative of Plaintiff and/or the Nauru Local Government Council on 14 April 2001, see Plaintiff Complaint Exhibit P-2. This lease was later extended by the parties on 25 August 2002, see Plaintiff Complaint Exhibit P-3, and \$200,000 in advance rent was paid. Finally the lease was revised and extended on 9 July 2010. A true and correct copy of said lease revision and extension is attached hereto as Defendants' Declaration EXHIBIT "A".

Payment was received by Plaintiffs in the amount of \$200,000.00 in 2002, and \$71,000.00 in 2010. A true and correct copy of a written receipt for such payments is attached hereto as Defendants' Declaration EXHIBIT "B".

Defendants' subtenants and Defendants have invested substantial sums of money into improvements to the leased properties and development of businesses there.

At the time the parties entered into the various lease agreements, the duly authorized representative of both the Nauru Government Council, and Eigigu Holdings was Mr. Rubin Tsitsi. Sometime during 2012 or 2013 Plaintiff terminated the employment of Mr. Tsitsi, See Plaintiff's Motion Exhibits P-6 and P-8 and Defendant's Declaration EXHIBIT "C".

Thus, it was at least two years after the final 9 July 2010 revision of Defendants' Lease Agreement, that Plaintiff /Nauru Government Council terminated the services of Mr. Tsitsi on 13 July 2010

In 2012, the Nauru Council/Plaintiff was engaged in a dispute with the traditional landowners over the 1990 Lease between the Landowners and the Nauru Local Government Council. The disputes was eventually resolved, circa May 2013, when an Agreement was reached to revoke the

purported determination of the 1990 Master Lease and enter into an amended lease, see Plaintiff Motion Exhibit P-7.

The 2013 Amendment to the 1990 Lease Agreement for the Eastern Gateway Hotel was signed by Plaintiff and landowner representatives between May and August 2013, a true and correct copy of that document is attached to Defendant's Declaration as EXHIBIT "D".

Later in November of 2013, the landowners and Plaintiff entered into second amended ground lease with almost the exact same terms and conditions as the earlier May Amendment, see Plaintiff Motion Exhibit P-9, except for the inclusion of a recital stating that "Tenant and Landlords fully recognize that the termination of the Original Lease terminated any existing subleases or subtenancies on the Premises as a matter of law;".

There is no dispute between the traditional landowners and Defendants. They have never contacted Defendants regarding any dispute nor have they interfered with Defendants' quiet enjoyment of the leased property.

The only dispute is with Plaintiff and was initiated by the Plaintiff.

### ARGUMENT

#### **The Landowner dispute was resolved and the 1990 Master Lease revived and Amended**

There was a dispute between Plaintiff and the traditional landowners for a number of breaches of the Master Lease, see Plaintiff's Motion Exhibit P-5, one of which being Plaintiff's failure to pay rent.

In Plaintiff's original lease with Defendants and all subsequent amendments, Plaintiff promised that Defendants would have the use of and quiet enjoyment of the premises, see Section 6 of the Lease, Defendant's Declaration EXHIBIT A. Defendants' leasehold has been paid in full and

they have not defaulted on any rent payment or any other term of their lease. They were and are entitled to the benefit of that material covenant.

That covenant required Plaintiff to remedy the alleged breaches under the Master Lease. Plaintiff actually did that. In the 20 May 2013 Agreement, Plaintiff's Motion Exhibit P-7.

4. Upon receipt of the full payment of damages, as referenced above, the Landowners will file with the Land Registration Authority a revocation of The Termination of the 1990 Eastern Gateway Lease on Remejon and Wotje Wetos.

This clause restored and revived the Master Lease. Plaintiff and Landowners also agreed:

3. The parties shall concurrently with this agreement execute the 2013 Amendment to the 1990 Lease Agreement of the Eastern Gateway Hotel.

They executed that agreement nearly simultaneously with the 2013 Amendment, see Defendant's Declaration Exhibit D.

They revived or recognized the existence of the 1990 Master Lease and then proceeded to amend it.

**Plaintiff can not collude in a breach of its lease obligations and obtain unjust benefits**

Plaintiff claims that Defendant's lease was "terminated" when Plaintiff's supposedly lost their Master Lease with the landowners. However, as shown above, the 1990 lease was not terminated, rather it was "Amended."

Nevertheless, Plaintiff makes this argument and cites a number of cases. However, none of those cases involve a situation where the Master Lease was restored and restored to the same intermediate Lessor.

Under the terms of the sub-lease between Plaintiff/Nauru and Defendants, 'the two parties shall not vacate and abandon the premises at any time during the term of this lease. The lessor cannot

cancel the lease with (sic) any reasons.” See Exhibit A, page 3, Section 8.

Fundamental fairness and equity prevent Plaintiff from colluding in the termination of its own lease, signing a “new” lease for the **same property**, and then claim its obligations to its sub-lessors have vanished.

Plaintiff has obligations to provide use and quiet enjoyment of the premises against all others. Plaintiff itself can not be the source of the breach of these obligations.

Nowhere in Plaintiff’s papers is there recognition of Defendants’ potential damages under Plaintiff’s intepretion, i.e. loss of profits and loss of the \$271,000 in prepaid rent. Plaintiff simply seeks forfeiture and its own unjust enrichment.

#### Conclusion

- 1) There are no disputed material facts;
- 2) Plaintiff’s alleged default under the Master Lease was cured when they entered into a 2013 Agreement for the landowners to revoke the purported termination and Amend the Master Lease; and
- 3) Plaintiff can not collude to breach their own lease and then benefit.

#### Request for Relief

Defendants ask that the Court DENY Plaintiff’s Motion for Declaratory/Summary Judgment and GRANT their Cross-Motion for Summary Judgment dismissing this action and entering Judgment in favor of Defendants.

Dated: 20 February 2017  
Majuro Atoll

By: \_\_\_\_\_

James McCaffrey, Attorney for Defendants

IN THE HIGH COURT  
REPUBLIC OF THE MARSHALL ISLANDS

EIGIGU HOLDING CORPORATION

Plaintiff,

vs.

LEANDER LEANDER and LIJUN LEANDER

Defendants

Civil Action No. **2014-067 CRW**

DECLARATION OF LEANDER  
LEANDER; EXHIBITS A to D

I, Leander Leander, do hereby declare and state:

1. I am one of the Defendants in this action.

2. The facts in this Declaration are of my personal knowledge and I am competent to testify and can testify to the contents of this Declaration at trial.

3. I, Leander Leander, and my wife, Lijun Leander, have been doing business in the Eastern Gateway area for the past 14 years. Initially, we entered into a lease agreement with the duly authorized Representative of Plaintiff and/or the Nauru Local Government Council on 14 April 2001, see Plaintiff Complaint Exhibit P-2. This lease was later extended by the parties on 25 August 2002, see Plaintiff Complaint Exhibit P-3, and \$200,000 in advance rent was paid. Finally the lease was revised and extended on 9 July 2010. A true and correct copy of said lease revision and extension is attached hereto as Defendant's EXHIBIT "A".

4. Payment was received by Plaintiffs in the amount of \$200,000.00 in 2002, and \$71,000.00 in 2010. A true and correct copy of a written receipt for such payments is attached hereto as Defendant's EXHIBIT "B".

5. My subtenants and I have invested substantial sums of money into improvements to the leased properties and development of businesses there.

6. At the time the parties entered into the various lease agreements, the duly authorized representative of both the Nauru Government Council, and Eigigu Holdings was Mr. Rubin Tsitsi.

# Exhibit A

Declaration of Leander Leander  
20 February 2017

Gateway From 2002 - 2040

COPY

# LEASE AGREEMENT FOR EXTENSION AND REVISION OF A PORTION OF EASTERN GATEWAY HOTEL BUILDING AND SURROUNDING PREMISES

Remjon Weto, Delap Island, Majuro Atoll, Republic of the Marshall Islands 96960.

**THIS LEASE AGREEMENT** (hereinafter referred to as this "Lease") is duly made and entered on July 09, 2010, between the two Parties so named in this Agreement, **Leander Leander Jr & Li Jun Leander**, owners of **MAJI/MAP VISION**, whose address is P.O. Box 1342, Delap Island, Majuro Atoll, MH 96960 (hereinafter collectively referred to as "Lessee") and the **Nauru Council**, by and through their Authorized Representative, **Rubin Tsitsi**, whose address is P.O. Box 106, Delap Island, Majuro Atoll, MH 96960 (hereinafter referred to as "Lessor").

## RECITALS

The Parties recite and acknowledge the following intentions under this Lease

**WHEREAS** the Lessor constructed the Eastern Gateway Hotel Building located on Remjon Weto, Delap Island, Majuro Atoll, MH 96960, hereinafter referred to as the "Premises" to which also refers to the real property and to any developments and improvements located on the Premises, and that all portions of the Premises duly belongs to Nauru Council as the Lessor.

**WHEREAS** the two parties are desirous of extension and revising the existing Lease, to look into and confirm certain portions and measurements on and around the Premises and to consolidate all the previous leases on the Premises on which the Lessee are leasing from the Lessor, as are described in Section 2 of this Lease.

**WHEREAS** the parties have executed this AGREEMENT FOR EXTENSION AND REVISION OF LEASE to continue the lease without interruption and supersedes the lease agreements entered in 2002. Lessee are currently leasing the Premises and have made advance and full payments for this Lease of the all Premises they leased until February 28, 2040. as set out in Sections 4 and 5 of this Lease.

**IN CONSIDERATION** of the covenants duly contained in this Lease, the Parties mutually agree as follows :

**SECTION 1. Grant of Leasehold Interest.** Subject to terms and conditions set forth in this Lease, the Lessor lease to Lessee and the Lessee hereby from Lessor the leasehold

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*Helen*  
Registrar





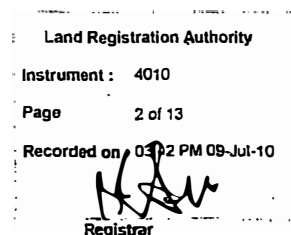
interest to portions of the Eastern Gateway Hotel Building and surrounding premises and portions of Remjon Weto, Delap Island, Majuro Atoll, and particularly described in **Section 2.**

**SECTION 2. Description of Premises.** As provided in this Lease, the use of the term "**Premises**" refers to the real property and to any improvements located on the real property from time to time during the term of this Lease. An overview description of the Premises so surveyed and measured are shown as follows:

- (i) A sketched map of the overall Premises under this Lease. The measuring at the premises are 248ft long and the width of the premises is 195ft. Attached hereto as Exhibit A.
- (ii) A sketched map of the Eastern Gateway Hotel Building refers to the First Floor, the Second Floor include the Cocktail & Bar area located in the middle of the left stairways (facing towards the public highway) and the Third Floor. Exhibit include the middle and right stairways and all rooms between the middle and right stairways in the First, Second and Third Floors of the Eastern Gateway Hotel Building, Attached hereto as Exhibit B.
- (iii) A sketched map referring to a portion of the Premises adjacent to the main public highway and measuring at 165ft x 85ft. Attached hereto as Exhibit C.
- (iv) A sketched map referring to a portion of the Premises adjacent to the Exhibit B and C portion and the main public highway and measuring at 83ft x 95ft. Attached hereto as Exhibit D.
- (v) A sketched map referring to a portion of the Premises adjacent to the Exhibit B portion and located at the back and right side of the Eastern Gateway Hotel Building (facing towards the public highway) and measuring at 135ft x 43ft. Attached hereto as Exhibit E.

**SECTION 3. Use of Premises.** The Parties agree that the Lessee may use the Premises for any lawful purposes without restriction or limitation by the Lessor.

**SECTION 4. Term.** The Lessee currently have and hold the leasehold interest on the Premises for a term period of 25 years, to which commenced from the 25<sup>th</sup> day of September, 2002 and ending on the 24<sup>th</sup> day of September, 2027, and it shall continue for another term period of 13 years, without any notice and additional payment to Lessor, from the 24<sup>th</sup> day of September, 2027 and shall end on the 28<sup>th</sup> day of February, 2040, at midnight, as the two Parties have agreed.



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10:00 AM  
Majuro Atoll

2010 Jul 09

**SECTION 5. Rent.** The two Parties recognize and acknowledge that the Lessee have made the advance and full payments in the amount of US\$271,000.00 for the term of this Lease and to the Lessor at the office of Nauru Council at Majuro, Marshall Islands 96960, upon the execution of this Lease from the 25<sup>th</sup> day of September, 2002 until 28<sup>th</sup> day of February, 2040.

Both Parties have entered into a covenant that, the Lessee shall not be responsible for any form of payments to the Landowners, such as the Iroij (Chief), Alap and Dri Jerbal titleholders on and over the Remjon Weto, including the Lessor, upon the full payment of the \$271,000.00 at anytime throughout this Lease. The Lessor shall responsible for any payment to the Landowners throughout this Lease.

**SECTION 6. Warranties of Title and Quiet Possession.** The Lessor covenants to the Lessee that, with respect to Remjon Weto for which they are executing this Lease, the Lessor represent all persons having an interest in the said Weto under the laws of the Marshall Islands, and have the right and authority to make this Lease.

(a) The Lessor warrants that, the Lessee shall be granted peaceable and quiet enjoyable of the Premises, duly free from eviction or interference by the Lessor, so long as the Lessee perform the terms and conditions of this Lease.

(b) The Lessor warrants that, the rights of the Lessee to the Premises shall be defended against the claims, demands, and suits of any persons, so long as the Lessee perform the terms and conditions of this Lease.

(c) The Lessor warrants that, the Lessee shall lawfully, peacefully, and quietly occupy, use, hold, possess and enjoy the Premises during the full term of this Lease without hindrance, eviction, ejection or interruption, as long as the Lessee perform the terms and conditions of this Lease.

(d) The Lessor warrants that, during the term of this Lease, the Lessor may execute any necessary documents and or perform any necessary act in respect of ensuring that the Lessee have full use and enjoyment of the Premises or to enforce any term or provision of this Lease.

**SECTION 7. Assignment or Sublease.** The Lessee may assign or sublease its interest in this Lease or any right or interest in the Premises to any other person(s) or entity(s) in whole or in part without the consent of the Lessor and without any additional payment to the Lessor.

**SECTION 8. Abandonment.** The two parties shall not vacate and abandon the premises at any time during the term of this lease. The lessor can not cancel the lease with any reasons.

Land Registration Authority

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**SECTION 9. Construction, Alterations and Improvements.** The Lessee have free and right to construct new and additional building, alter and or improvements on, in or around the leased Premises without approval and additional fees or costs to the Lessor.

**SECTION 10. Repairs and Maintenance.** The Lessee shall, throughout the term of this Lease, at their own cost and without expense of the Lessor, keep and maintain the premises and improvements thereto, in good, sanitary, and neat order.

**SECTION 11. Utility Fees and Taxes.** The Lessee shall pay as they become due all charges incurred for utility services supplied to the premises, such as electricity, water, sewer, telephone, and internet, but not property taxes. The Lessor shall be obligated to pay property taxes and assessments levied on the Premises by any authorized agency, and shall have no responsibilities to cover utility fees concerning the portions of the Premises used by the Lessee.

**SECTION 12. Easements, Agreements and Encumbrances.** The Parties shall be bound by all existing easements, agreements and encumbrances of record relating to the Premises.

**SECTION 13. Indemnity.** The both parties shall indemnify the against all expenses, liability, claims, loss, damages or expenses or on behalf of any person or entity arising out of either.

- (a) A failure of both parties to perform any of the terms or conditions of this lease.
- (b) Any damage or injury happening on or in the premises.
- (c) If the Lessor failure to comply with any acts and or regulations of any Local and National Governmental Entities of the Republic of the Marshall Islands that involves the Premises, the Lessor shall indemnify the lessee against all cost.

**SECTION 14. Force Majeure.** In the event of damage and or destruction to any leased portions of the Premises as a result of an event or effect that the Lessee could not have anticipated or beyond their control, the Lessee may be liable for the repair or restoration of any construction or improvement build during their use of the Premises.

- (a) Where certain portions of the Premises are destroyed, the Lessee shall have right for repair or restoration of the damaged or destructed portions on the Premises.
- (b) Where the entire Premises is destroyed, the Lessee shall have the right to construct a new building as they deem fit, and the Lessor shall waive their right to compel the Lessee to construct any buildings for their business operations on the Premises.

- (c) The events or effects would include natural acts such as, tsunamis, earthquakes, fire, floods and include all natural acts and also include man generated obstacles such as, war, riot and strike.
- (d) The building collapse cause of old, shown as Exhibit B as premises, the lessee shall not response for any damages and payments.

**SECTION 15. Condemnation.** The rights and duties of the parties in the event of condemnation as follow.

- (a) If a portion of the premises is taken or condemned, this lease shall not terminate, the parties have agreed.
- (b) If the portion of the premises is taken or condemned, Lessor shall pay back to lessee all cost include the US\$271,000.00 dollars.

**SECTION 16. Liability of Lessor and Lessee.** The Lessee shall have exclusive control and possession of the Premises, during the term of this Lease, the Lessor and assigns, successors in interest or of any person acting under direction or control shall not be liable for any injury or damages on the Premises.

**SECTION 17. Surrender of the Premises.** The Lessee shall, at the expiration of this Lease, to peacefully and quietly surrender and deliver the Premises to the Lessor, including fixed additions and other improvements constructed thereon, except for moveable trade fixtures. Upon such expiration of the Lessee shall peacefully and quietly surrender to the Lessor the Premises.

**SECTION 18. Insurance.** The Lessee shall, throughout the term of this lease, obtain and maintain at their own expense, of any appropriate type and amount of insurance, including fire, casualty, and liability insurance. The Lessor shall have their own insurance on the Premises also.

**SECTION 19. Nuisance or Unlawful Activity.** The Lessee shall not commit or suffer to be committed, any waste on the Premises or any nuisance.

**SECTION 20. Right of Access to Premises.** The Lessee and its agents, employees or invited and authorized guests shall have the right to access to the premises at all times. The Lessee shall have exclusive and unrestricted control of the premises, subject to the right of Lessor to enter the premises upon reason notice to the lessee.

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Registrar

**SECTION 21. Compliance with Laws.** Both parties shall comply with the law of the Republic of the Marshall Islands.

**SECTION 22. Lessees' Option to Terminate.** At any time during the term of this Lease, the Lessee may elect, at its own discretion and for any reason, to terminate this Lease upon the Lessee issuing two (2) year's notice to the Lessor. Upon termination of this Lease, the Lessees' liability hereunder shall cease and possession of the Premises shall be surrendered to the Lessor.

**SECTION 23. Grounds for Termination.** Where the Lessee vacates, surrenders and abandons the premises in violation of Section 22;

**SECTION 24. Waiver.** The waiver of any breach of the provisions of this Lease by the Lessor shall not constitute a continuing waiver or a waiver of any subsequent breach the Lessee; either of the same or of any other provision of this Lease.

**SECTION 25. Notices.** Any notice, approval, consent, waiver or other communication required or permitted to be given or to be served upon any person in connection with this Lease shall be in writing. Such notices shall be addressed to the party to whom such notice is to be given at the party's address set forth herein :

Rubin Tsitsi/Nauru Council  
PO Box 106  
Delap Island, Majuro Atoll  
MH 96960

Leander Leander Jr & Li jun Leander  
PO Box 1342  
Delap Island, Majuro Atoll  
MH 96960

**SECTION 26. Binding Effect of Lease.** This Lease shall, including all of its terms and conditions, shall apply to and be binding on the Heirs, Successors, Executors; Administrators and Assigns of the two Parties hereto.

**SECTION 27. Governing Law.** The language in all provisions of this Lease shall be interpreted simply, and according to its fair meaning, and not strictly for or against the Lessor and or the Lessee. This Lease shall be governed by and construed in accordance with the laws of the Republic of the Marshall Islands.

**SECTION 28. Survivability.** If any provision of this lease is held invalid, it shall not affect the other provision of this lease and this lease shall remain in full force and effect without such provision.

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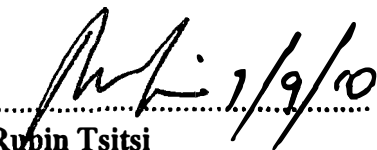
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**SECTION 29. Merger.** This Lease constitutes the entire Agreement between the Lessor and Lessee respecting the Premises or the leasing of the Premises to the Lessee and correctly sets forth the obligations of the Lessor and Lessee to each other as of its date of signing, and can only be altered, amended or replaced only by a duly written Instrument.

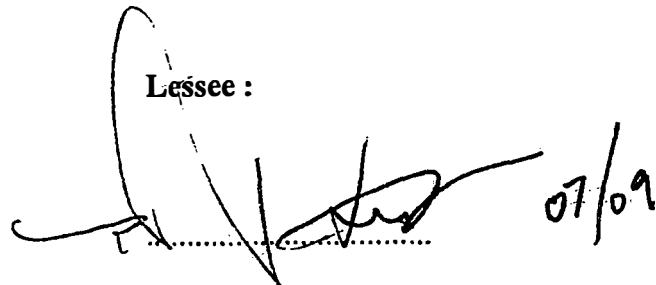
**SECTION 30. Time is of the Essence.** Time is expressly declared to be the essence in all provisions of this Lease.

*IN WITNESS WHEREOF*, the Parties hereto have signed this AGREEMENT FOR EXTENSION AND REVISION OF LEASE in July 9<sup>th</sup>, 2010, on the dates shown with respect to each of the signatures below.

**Nauru Council as Lessor :**

  
.....  
**Rubin Tsitsi**  
**Authorized Representative**  
**Dated :**

**Lessee :**

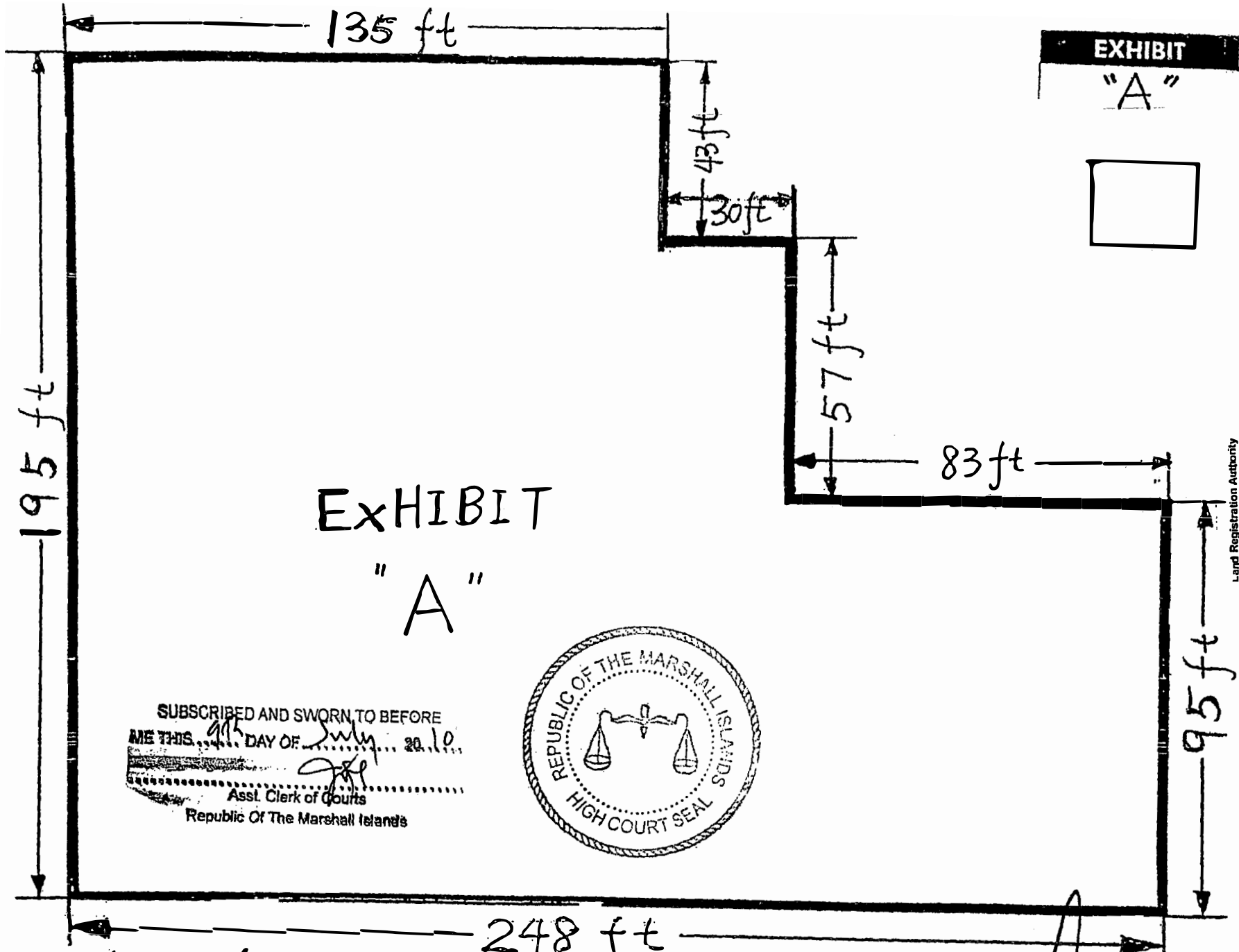
  
.....  
**Leander Leander Jr & Li Jun Leander**  
**Dated :** 07/09

Sworn and subscribed before me :

  
.....  
**Notary Public**



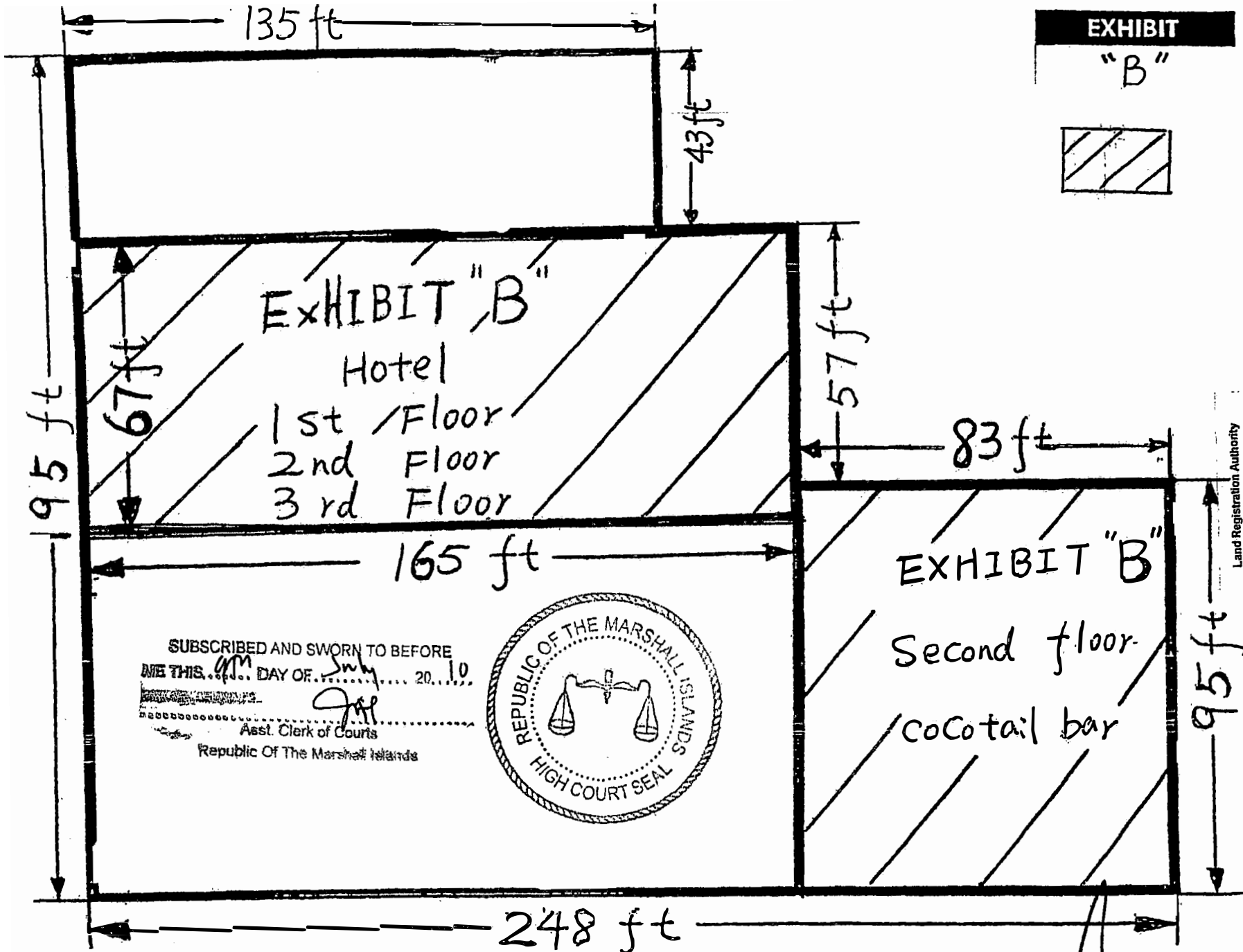
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SUBSCRIBED AND SWORN TO BEFORE  
 ME THIS 9th DAY OF July 2010  
 \_\_\_\_\_  
 Asst. Clerk of Courts  
 Republic Of The Marshall Islands

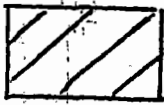


PL 2/9/10 MAIN PUBLIC HIGHWAY



**EXHIBIT**

"B"



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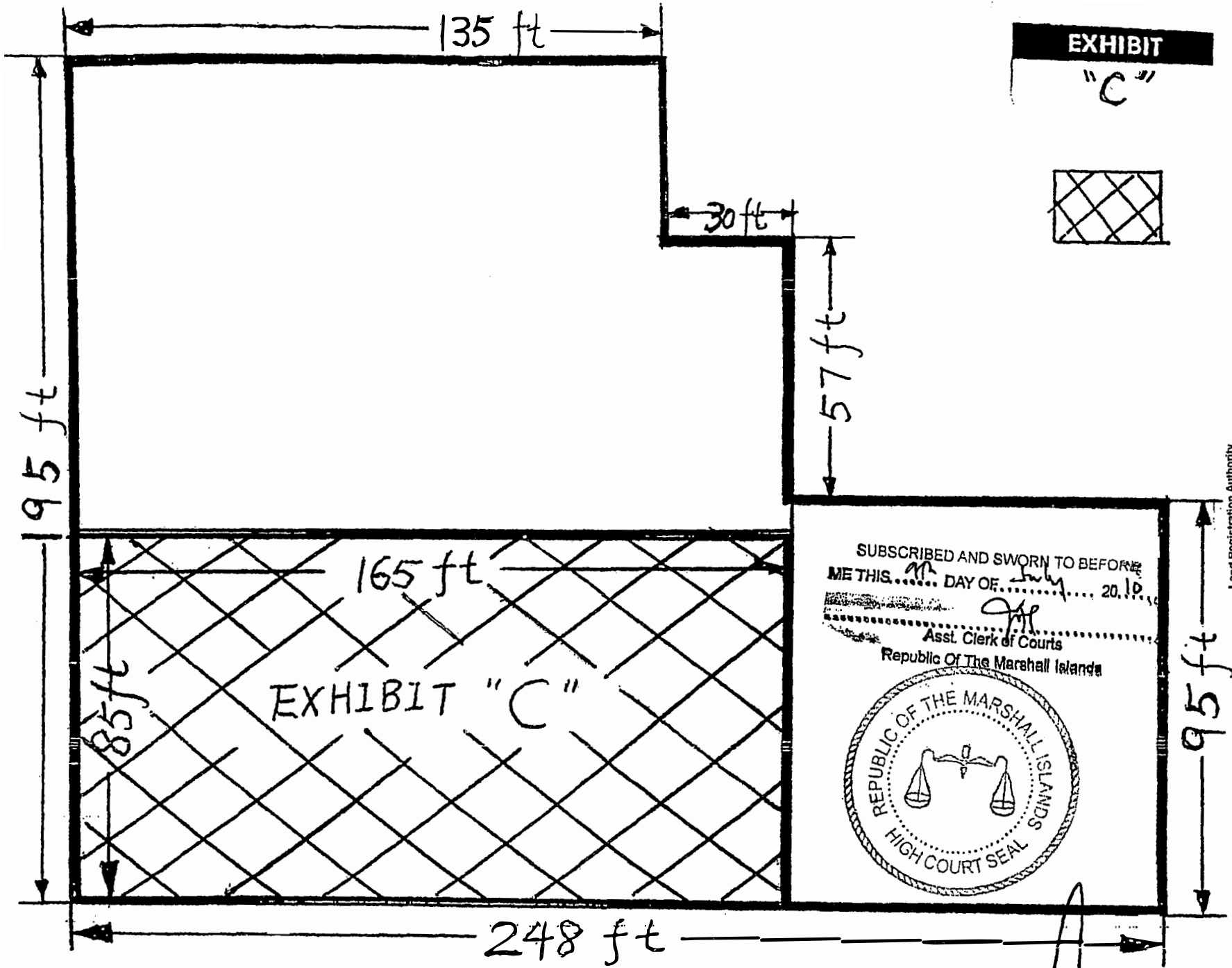
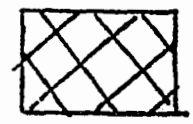


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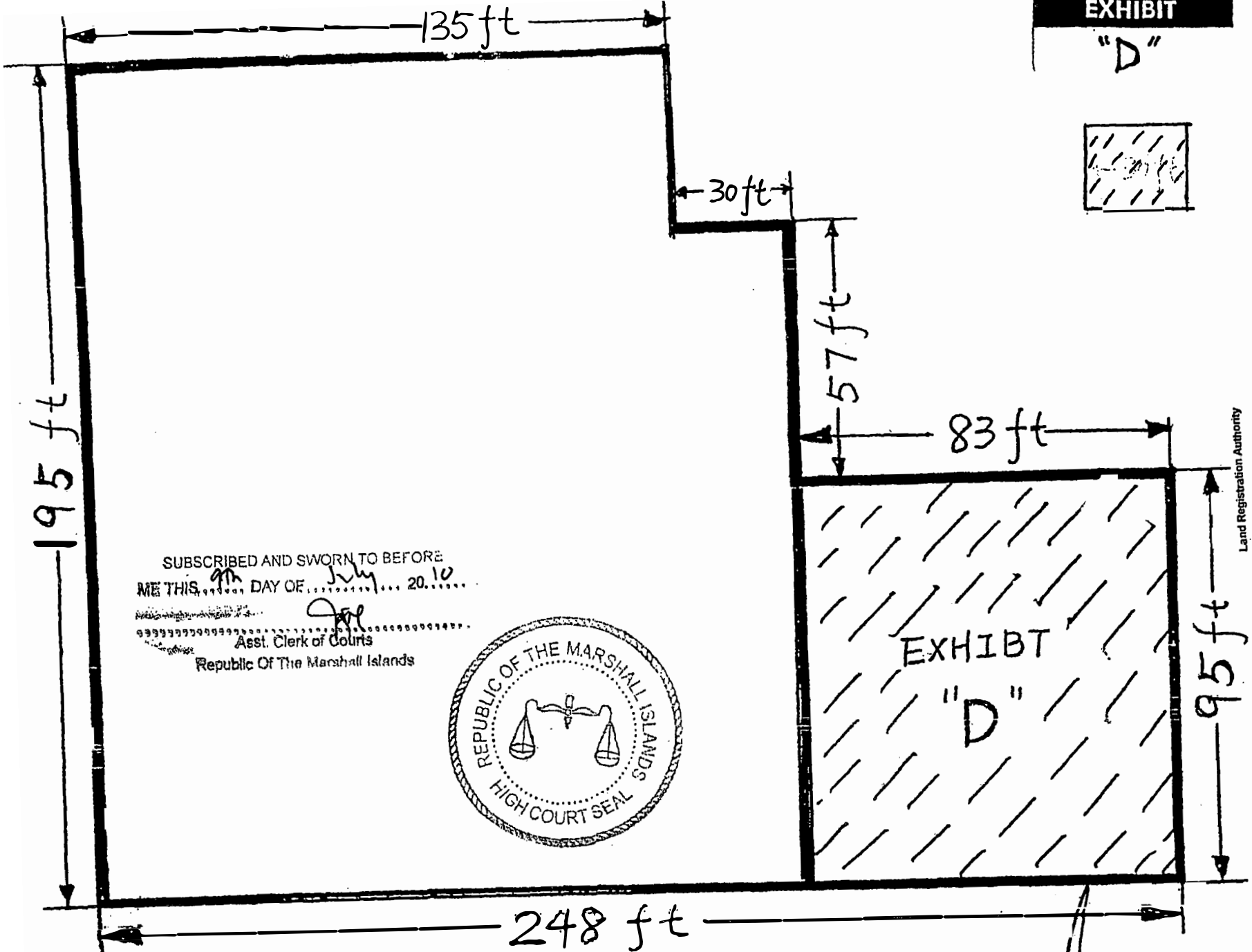
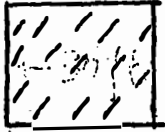
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Ref: 7/9/10 MAIN PUBLIC HIGHWAY

EXHIBIT  
"D"



SUBSCRIBED AND SWORN TO BEFORE  
ME THIS 9th DAY OF July 2010  
*[Signature]*  
Asst. Clerk of Courts  
Republic of The Marshall Islands



Land Registration Authority

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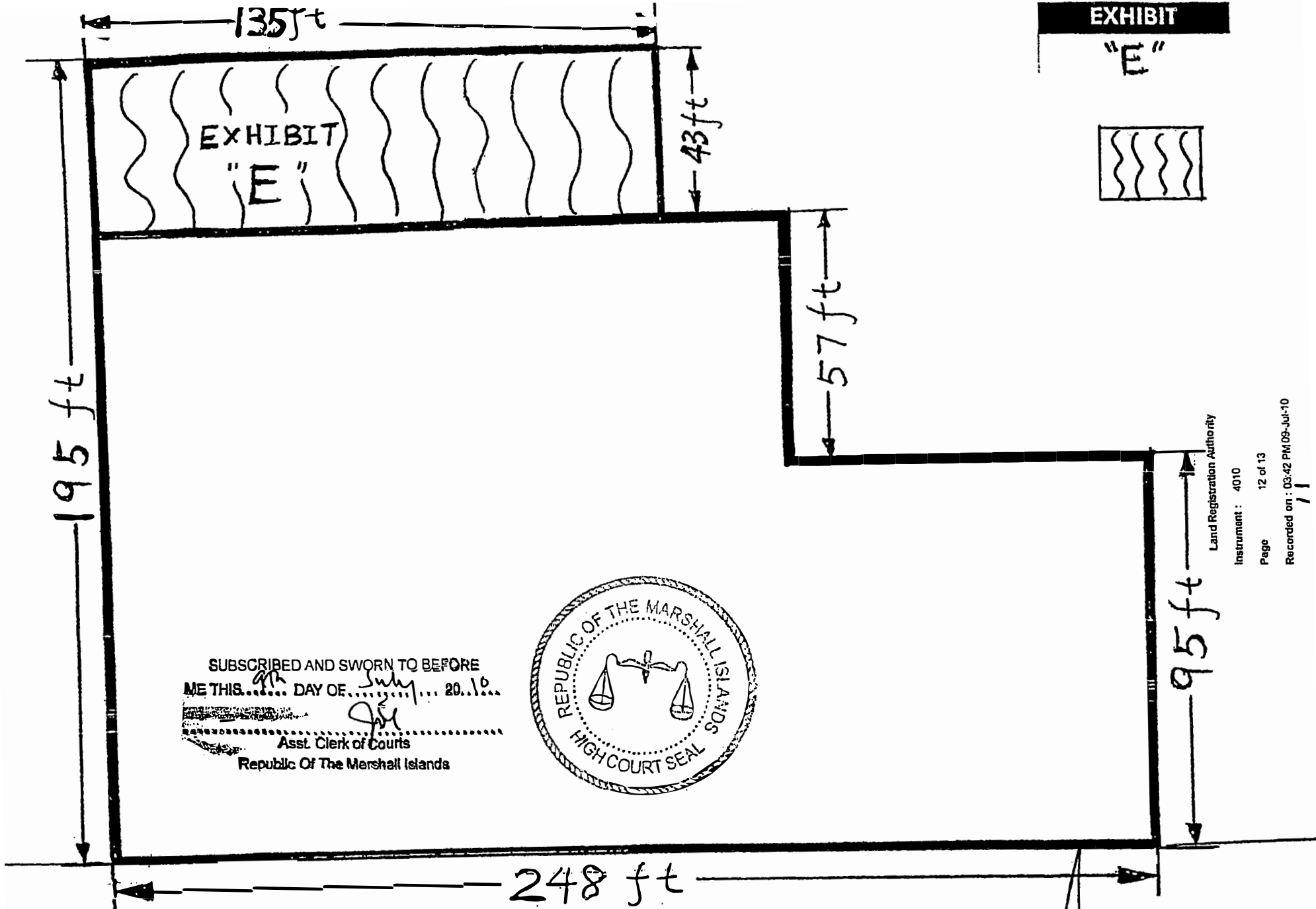
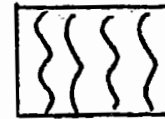
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*[Signature]*  
Director

*W-7/9/10* MAIN PUBLIC HIGHWAY *[Signature]* 07/09/10

EXHIBIT

"E"



SUBSCRIBED AND SWORN TO BEFORE  
ME THIS 9th DAY OF July 2010  
[Signature]  
Asst. Clerk of Courts  
Republic Of The Marshall Islands



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Ref- 7/9/10 MAIN PUBLIC HIGHWAY [Signature] 07/10/10

# Exhibit B

Declaration of Leander Leander  
20 February 2017

NAURU COUNCIL OFFICE

DELAP VILLAGE P.O. BOX 106 MAJURO MARSHALL ISLANDS 96960

I, Rubin Tsitsi as Nauru Council representative in Majuro, Marshall islands 96960 have received the amount of USD\$271,000.00 (Two hundred seventy one thousand and 00/100 US Dollars) from Leander Leander Jr and Li Jun Leander. The payments are the advance and full payment for all lease agreement between the Nauru Council, (the Lessor) and Leander Leander Jr and Li Jun Leander (the Lessee). The USD \$271,000.00 is for payment for all lease agreement entered into years 2002 and extension and revision the lease agreement entered into years 2010. The amount US \$271,000.00 is complete payment for the lease agreement from 25<sup>th</sup> day of September 2002 until 28<sup>th</sup> day of February, 2040. This amount include the payment USD \$200,000.00 in October 01, 2002.

SUBSCRIBED AND SWORN TO BEFORE  
ME THIS 17<sup>th</sup> DAY OF July 2010  
*[Signature]*  
Asst. Clerk of Courts  
Republic Of The Marshall Islands

*[Signature]* 7/9/10

**Rubin Tsitsi as Nauru Council**

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1 No. 5114 DEFENDANT'S EXHIBIT



# Exhibit C

Declaration of Leander Leander  
20 February 2017



**Republic of Nauru**  
**Department of Foreign Affairs & Trade**  
Tel: (674) 444 3133 Ext : 267

13 July 2012

Mr. Rubin Tsitsi  
Majuro, Marshall Islands 96960

Dear Sir,

This is to remind you that in accordance with Cabinet Resolution 128/2012 on 23<sup>rd</sup> April 2012, Cabinet decided to :

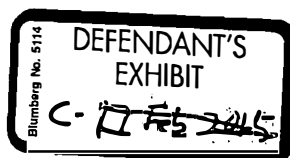
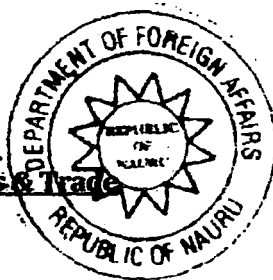
1. Terminate your services as the Eigigu Holdings Cooperation representative to the Marshall Islands with immediate effect.
2. Terminate your tenure as a representative of the Nauru Government to the Republic of Marshall Islands with immediate effect.

Further it was decided that Mr. David Aingimea will act as the representative of the Nauru Government to the Republic of the Marshall Islands and has full authority to represent the Government of Nauru and Eigigu Holdings Cooperation during this interim period.

The Department would appreciate your kind assistance and cooperation in facilitating the necessary arrangements to give effect to this decision.

Yours Sincerely,

**Michael Aroi**  
**Acting Secretary for Foreign Affairs & Trade**



# Exhibit D

Declaration of Leander Leander  
20 February 2017



**2013 AMENDMENT TO THE 1990 LEASE AGREEMENT  
FOR THE EASTERN GATEWAY HOTEL**

This amendment to the 1990 Lease Agreement for the Eastern Gateway Hotel ("original lease") recorded in the Land Registration Authority on September 13, 2006, as Instrument No. 489 is made and entered into on or about May, 2013, by and between Eigigu Holdings Corporation (hereinafter the "Tenant") and the owners and holders of the rights, titles, and interests according to Marshallese custom and tradition in Wotje and Remejon (Remjon) wetos, Delap, Majuro Atoll (hereinafter the "Landowners").

WHEREAS, on March 20, 2012, the Landowners notified Tenant that they were terminating the original lease as of April 6, 2012, for the Tenant's failure to cure its defaults listed in a February 15, 2012 Notice;

WHEREAS, The Termination of the 1990 Eastern Gateway Lease on Remejon and Wotje Wetos was recorded in the Land Registration Authority on May 8, 2012, as Instrument No. 4429; and

WHEREAS, Tenant has removed its representative at Landowners' request and desires to restore its relations with the Landowners and continue the original lease, as amended herein.



Witness that in consideration of the covenants hereinafter set forth and the benefits to be derived therefrom, the parties mutually agree as follows:

1. Section 3 of the original lease is amended and replaced to read as follows:

**Section 3. Rent.** Tenant shall pay the Landowners rent for the premises at the rate of \$15,000.00 per quarter for the term of the lease commencing with the quarter starting July 1, 2013. Tenant shall pay the Iroij 33.3% of the total quarterly rental payment; the Alap and Senior Dri-Jerbal of Remejon Weto 20.3% each of the total quarterly rental payment; and the Alap and Senior Dri-Jerbal of Wotje Weto 13% each of the total quarterly rental payment; or as otherwise directed by the particular Landowners.

2. Section 6 of the original lease is amended and replaced to read as follows:

**Section 6. Waste and Nuisance Prohibited.** Tenant shall not commit, or suffer to be committed, any waste on the premises, or any nuisance. Tenant shall arrange for schedule removal of all garbage and trash from the premises and adjoining beach area and shall keep the premises and adjoining beach area free and clear of garbage, waste, and vermin. As of May, 2013, the premises and adjoining beach area

 R. A.  
yl 

Civil Action No. 2014-067, EIGIGU HOLDINGS CORP v. LEANDER

METHOD OF FILING

The foregoing

OPPOSITION TO MOTION FOR DECLARATORY/SUMMARY JUDGMENT AND  
DEFENDANTS' CROSS MOTION FOR SUMMARY JUDGMENT; DECLARATON OF  
LEANDER LEANDER

was filed with the High Court in Majuro on the date below-written.

CERTIFICATE OF SERVICE

I hereby certify that an exact duplicate of the document(s) filed above was duly served upon  
the below-named person(s) on the date below written by sending them a copy

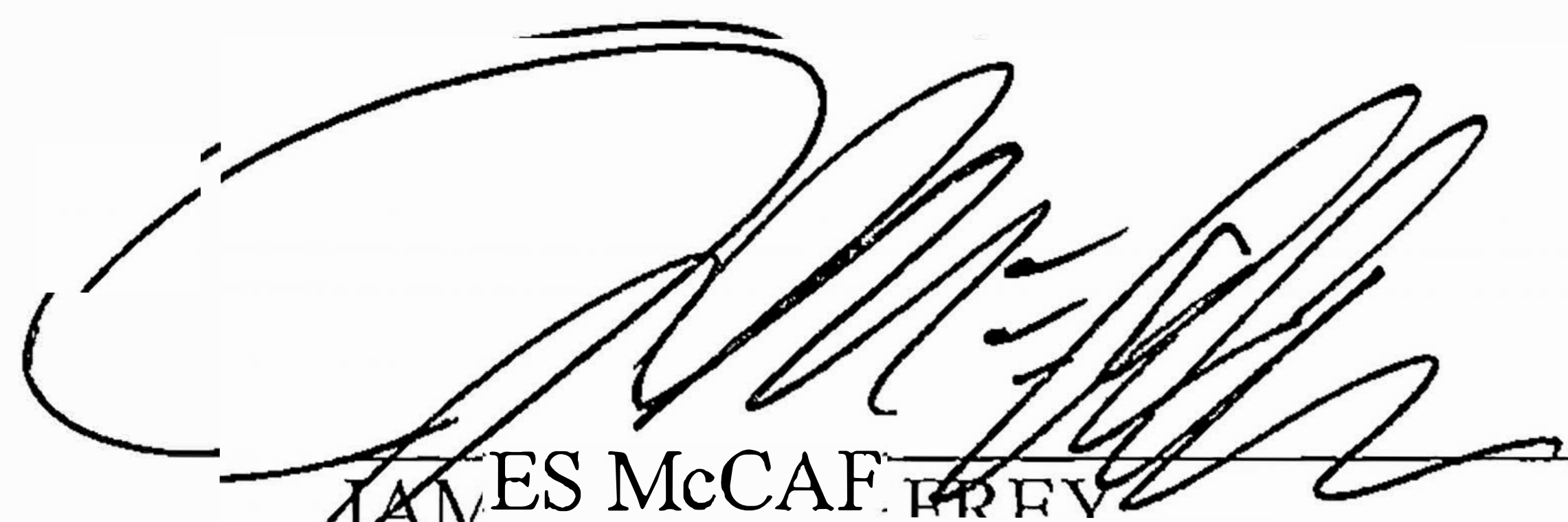
( X ) by Email to the email address opposite their name:

**Gordon C. Benjamin**  
G & L Office Bldg. Rm.4  
P.O. Box 1834  
Majuro, MH 96960

Counsel for Plaintiff EIGIGU HOLDINGS CORP.

[gordonbenjamin@gmail.com](mailto:gordonbenjamin@gmail.com)

Dated: 20 February 2017  
Majuro Atoll



JAMES McCAF FEEV  
Attorney for Defendants LEANDER

are in a dilapidated condition and have not been maintained for many years. Tenant shall commence maintaining and beautifying the premises and adjoining beach area as is consistent with the originally envisioned hotel complex.

3. Section 10 of the original lease is amended and replaced to read as follows:

**Section 10. Subletting and Assignment.** Following the expiration of the current subleases on the premises, Tenant may sublease or assign the premises in whole or in part after first notifying the Landowners in writing, and Landowners have 30 days to file a written objection to the proposed sublease or assignment with Tenant. It is intended that the Landowners will not unreasonably object to a proposed sublease or assignment unless such involves illegal or immoral use. The Landowners will not object to such sublease or assignment so long as it is reasonably related to the improvement of the premises and the furtherance of developing the originally envisioned hotel complex.

4. A new Section 30 is added to the original lease to read as follows:

**Section 30. Annual Meeting.** Tenant and Landowners shall meet at least one time each year commencing June, 2014, or such other time as is convenient for the parties. The purpose of this annual meeting is for the parties to keep each other apprised of any anticipated changes or plans regarding the premises, requests of the opposite party, or complaints. The annual meeting is not intended to be a confrontational meeting, but, rather a further method of communication between the Tenant and Landowners.



R.A.

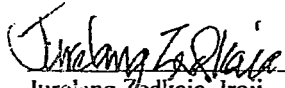


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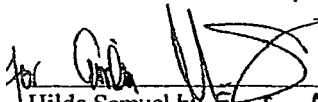
In witness whereof, the parties hereto have signed this amended lease agreement on the dates shown with respect to each of the signatures below.

Landowners:

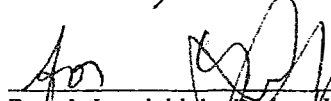
Dated: May 20, 2013.

  
\_\_\_\_\_  
Jureiang Zedkaia, Iroj  
Remejon and Wotje Wetos

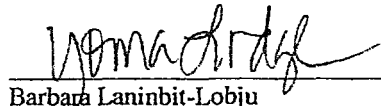
Dated: ~~May~~ <sup>June</sup> 07, 2013.

  
\_\_\_\_\_  
for Hilda Samuel by Erlin M. Joran  
Alap and Senior Dri-Jerbal, Remejon Weto

Dated: ~~May~~ <sup>Aug</sup> 27, 2013.

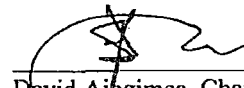
  
\_\_\_\_\_  
Francis Langinbit by Barbara Laninbit-Lobju  
Alap, Wotje Weto

Dated: ~~May~~ <sup>Aug</sup> 27, 2013.

  
\_\_\_\_\_  
Barbara Laninbit-Lobju  
Senior Dri-Jerbal, Wotje Weto

Tenant:

Dated: May 20<sup>th</sup>, 2013.

  
\_\_\_\_\_  
David Aingimea, Chairman  
Eigigu Holdings Corporation

Dated: May 20<sup>th</sup>, 2013.

  
\_\_\_\_\_  
Riddel Akua  
Minister for Eigigu Holdings Corporation

