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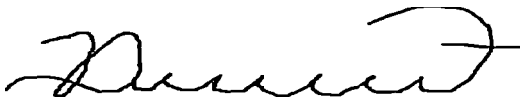

ASST. CLERK OF COURTS
REPUBLIC OF THE MARSHALL ISLANDS

IN THE HIGH COURT
REPUBLIC OF THE MARSHALL ISLANDS
MAJURO ATOLL

| | | |
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| EIGIGU HOLDINGS CORPORATION |) | Civil Action no. 2014 – 067 |
| |) | |
| Plaintiff |) | |
| |) | |
| -V- |) | PLAINTIFF’S LIST OF WITNESSES |
| |) | AND DOCUMENTS FOR TRIAL |
| LEANDER LEANDER and LIJUN LEANDER, |) | |
| _____ |) | |

Comes now, Plaintiff herein, by and through counsel, Divine F. Wait pursuant to June 29, 2018, Court Order hereby submit the Plaintiff’s list of witnesses and documents to be used during the trial on October 10 and 11.

Dated: September 4, 2018



Divine F. Waiti

1. PLAINTIFF’S LIST OF WITNESSES:

The Plaintiff intends to call the following individual as witnesses and who likely to have discoverable information that may support Plaintiff’s claims. Plaintiff reserves the right to amend or supplement the list of witnesses. The following witnesses may not include persons whose testimony is likely to be used solely for impeachment, rebuttal, or expert witness testimony, who will be disclose information during the trial.

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| <p>A. Ludwig Scotty Address: Anabar District, Nauru Contact: +674 5577937</p> | <p>The Chairman of Eigigu Holding Corporation. Will testify on the appointment of Mr. Rubin Tsitsi and how the Eastern Gateway was managed in the past years.</p> |
| <p>B. Nasio Jeremiah Address: Aiwo District, Nauru Contact: +674 5577965</p> | <p>The CEO of Eigigu Holding Corporation who will testify on the operation of the Plaintiff’s company in Nauru and in the Marshall Islands. Testify on the signature of Rubin Tsitsi.</p> |

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| <p>C. Vyko Adeang</p> <p>Address: Aiwo District Nauru.</p> <p>Contact: pentaxadeang@gmail.com</p> | <p>The former Director of the Board of Directors of Eigigu Holding Corporations.</p> <p>Knowledgeable about the dealings of Robin Tsitsi, and the Defendants dealings and unlawful uses of the Eastern Gateway for unlawful purposes.</p> |
| <p>D. Former Sex Worker</p> <p>Address: Identity withheld</p> | <p>A former Sexworker at the Island Disco.</p> <p>Testify about the prostitution at the Eastern Gateways.</p> |
| <p>E. Yolanda Lodge-Ned</p> <p>Address: Wotje Weto, Delap</p> <p>Contact: 456 6557</p> | <p>Senior Dri jermal on Wotje Weto, Delap – testified on landowner’s initiative to terminate the original lease. Landowners support for hotel premises than for other forms of sublets.</p> |
| <p>F. Emlin Joran</p> <p>Address: Remejeon Weto, Delap</p> | <p>Alab on Remejon Weto, Delap. Will testify on landowners initiative to terminate the original lease. The landowners support for operation of a hotel premises other than for illegal activities.</p> |
| <p>G. Iroij Patrik Lein</p> <p>Address: Wotja Village, Majuro</p> | <p>Irojlaplap for both Wotje and Remejon weto.</p> <p>Will testify on the termination of the original lease with the Plaintiff.</p> |

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| <p>H. Jim Josey</p> <p>Address: Forensic Documents Examiner</p> <p>JOSEY & Associates</p> <p>P.O. Box 22-563</p> <p>Honolulu, Hawaii 96823</p> <p>(808) 593-1667</p> <p>(808) 674-0904</p> | <p>Expert witness, who will examine, analyze, verify the authentication of signatures on the lease documents and signatures on other documents.</p> |
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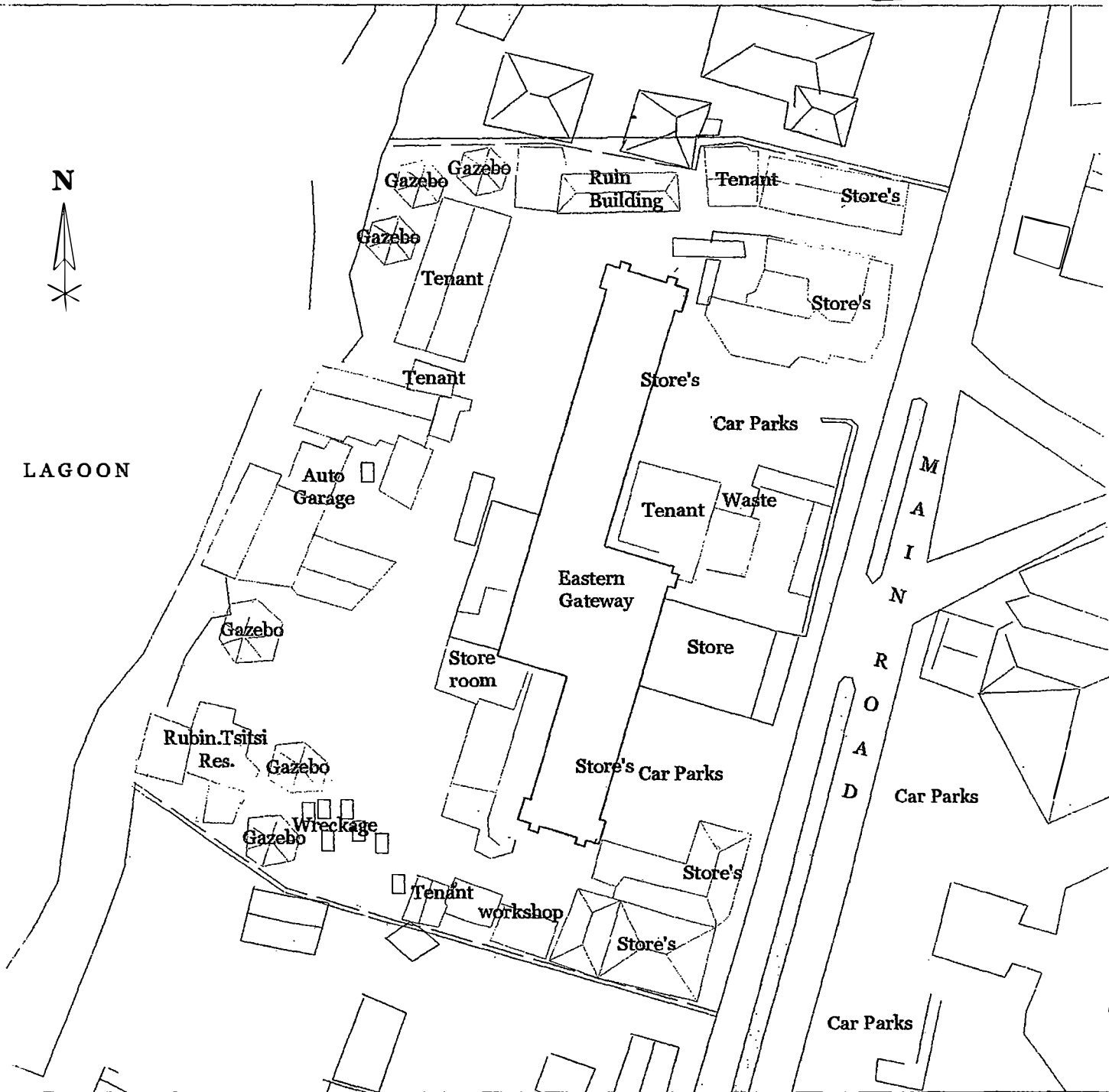
1. Description of Documents and Things in Plaintiff's Possession, Custody, or Control That May Be Used to Support Plaintiff's claim:

Pursuant to MIRCP, Rule 26(a)(1)(A)(ii), Plaintiff hereby discloses the following documents as evidence during examination in chief. Some of these documents may likely to be offered solely for impeachment.

| Exhibit No. | Description |
|--------------------|--|
| P-1 | Eastern Gateway Site Plan (Blue Print) |
| P-2 | Copy of 1990 Lease Agreement between Nauru Local Government Council and the Landowners (NLGC) and Landowners |
| P-3 | Minute recommending approval of appoint of Rubin Tsitsi as the NLGC representative in Majuro |

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| P-4 | Copy of letter dated July 16, 1996, faxed to Mr. Tsitsi, notified him of the awaiting transfer of NLGC properties to EHC. |
| P-5 | Copy of Dissolution Order by Cabinet, Government of Nauru, Dissolving NLGC“all properties of the former Nauru Local Government Council vest in the Republic with immediate effect”. |
| P-6 | Certificate of Incorporation of Eigigu Holdings Corporation |
| P-7 | Copy of May 1, 2001 to April 30, 2011, lease allegedly signed by Rubin Tsitsi on behalf of NLGC with the Leanders |
| P-8 | Copy of Lease entered September 25, 2002 and ending September 24, 2027 allegedly signed by Rubin Tsitsi on behalf of NLGC with the Leanders |
| P-9 | Copy of lease entered on July 10, 2010, beginning September 24, 2027 and ending February 28, 2040, allegedly signed by Rubin Tsitsi on behalf of the Nauru Council. |
| P-10 | Return of Service of Removal Order depicting Rubin Tsitsi’s signature. |
| P -11 | All notices and correspondences relating to the Termination of the 1990 Eastern Gateway Lease. |
| P-12 | 2013 Ground Lease Agreement for Portions of Remejon and Wotje Wetos |

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| P-13 | Anticipated Annual Revenue to be collected from the Eastern Gateway Hotel. |
| P-14 | Copy of Video of interview with the sex worker. |
| | |



Marshallisland Gateway hotel

**EASTERN GATEWAY Dalep
SITE PLAN**

EIGIGU HOLDING CORPORATION
ARCHITECTURAL SERVICES - INTERIOR & EXTERIOR DESIGN
SUSTAINABLE LIVING AND INNOVATION

DATE: 09-13-2013
DRAWN BY: MASON.D.MWAREOW
CHECK BY: SEAN HALSTEAD

Scale 1:1000

COPY ONLY



Ex. P-4

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[Signature]
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Land Registration Authority

LEASE AGREEMENT
FOR THE
EASTERN GATEWAY HOTEL

THIS LEASE AGREEMENT is entered into on this _____ day of _____, 1990, between the NAURU LOCAL GOVERNMENT COUNCIL, whose address is Republic of Nauru, Central Pacific (hereinafter referred to as Lessee), and the undersigned LANDOWNERS, whose address is IroiJlaplap, Amata Kabua, P.O. Box 2, Majuro, MH 96960 (hereinafter collectively referred to as Lessors).

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

SECTION 1. Demise, Description and Use of Premises. The Lessors lease to Lessee and Lessee hires from the Lessors, for the purpose of constructing and operating thereon a hotel and related facilities and enterprises and for no other purposes, all the Lessors' interests in a portion of Remjon Weto and a portion of Wotje Weto, Delap Island, Majuro Atoll, Marshall Islands, with all right-of-ways, easements, and access thereto, more particularly described in Exhibit "A" attached hereto and made part hereof. As used in this lease, the term "premises" refers to the real property above described and to any improvements located on the real property from time to time during the term of this lease.

SECTION 2. Term. The term of this lease shall be for 50 years, commencing as of the 1st day of May, 1990, and ending on the 30th day of April, 2040, at midnight, unless terminated as provided for in this lease.

SECTION 3. Rent.

(a) During the first five years of this lease, Lessee agrees to pay the Lessors rent of \$20,257.80 per year (calculated at \$6,000.00 per acre per year for 3.3763 acres). During each succeeding five-year period of this lease, Lessee agrees to pay to the Lessors as rent the fair market rental value of the premises as agreed to by the parties. If the parties cannot agree as to the fair market rental value of the premises, the matter shall be submitted to arbitration. In no event shall the rent for each succeeding five-year period be less than the rent paid for the previous five-year period.

(b) Rent shall be payable in equal annual installments on the 15th day of each July; provided, however the initial payment for the year being May 1, 1990, shall be paid upon the execution of this lease. The rent shall be paid to the IroiJlaplap who shall distribute the rent according to the laws of the Marshall Islands, including customary law and traditional practice. Receipt of the first year's rent is hereby acknowledged. All rent

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[Handwritten signature]

payments will be made without deduction or offset, except as required by law.

SECTION 4. Warranties of Title and Quiet Possession. The Lessors covenant that, with respect to the weto(es) for which they are executing this lease, Lessors represent all persons having an interest in said weto(es) under the laws of the Marshall Islands, including customary law and traditional practice, and that Lessors have the right to make this lease. Further, the Lessors covenant that on paying the rent and performing the covenants herein, Lessee shall have quiet and peaceful possession of the real property during the term of this lease, subject to existing liens or encumbrances, if any.

SECTION 5. Compliance with Laws. Lessee shall comply with all national and local government statutes, ordinances, and regulations affecting the premises, the improvements thereon or any activity or condition on or in the premises. Upon request, Lessee shall provide Lessors with evidence of Lessee's compliance with such statutes, ordinances, and regulations.

SECTION 6. Waste and Nuisance Prohibited. Lessee shall not commit, or suffer to be committed, any waste on the premises, or any nuisance.


SECTION 7. Abandonment of Premises. Lessee shall not vacate or abandon the premises at any time during the term of this lease; if Lessee shall abandon, vacate or surrender the premises or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned, at the option of Lessors, except such property as may be encumbered to Lessors.

SECTION 8. Control and Inspection. Lessee shall have exclusive and unrestricted control of the premises, subject to the right of the Lessors to enter the premises upon reasonable notice to the Lessee to examine the premises for the due performance of the terms and conditions of this lease by the Lessee.

SECTION 9. Encumbrance of Lessee's Leasehold Interest. Lessee may encumber by mortgage or deed of trust, or other instrument its leasehold interest in the premises as security for indebtedness of Lessee. No such encumbrance or any conveyance, or exercise of right pursuant thereto shall relieve Lessee from its liability under this lease. Except as provided in this section, Lessee shall keep the premises free and clear of any and all liens, including without limitation mechanic's liens.

SECTION 10. Subletting and Assignment.

(a) Subletting. Lessee may sublet the premise whole or in part without Lessors' consent, but the making of such sublease shall not release Lessee from, or otherwise affect in

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any manner, any of Lessee's obligations under this lease.

(b) Assignment. Lessee shall not assign or transfer this lease, or any interest herein, without the prior written consent of the Lessors', and a consent to an assignment shall not be deemed to be a consent to any subsequent assignment. Any assignment without such consent shall be void, and shall, at the option of Lessors, terminate this lease. Neither this lease nor the leasehold estate of Lessee nor any interest of Lessee hereunder in the premises or any buildings or improvements thereon shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer, or sale shall be void and of no effect and shall, at the option of Lessors, terminate this lease.

SECTION 11. Taxes and Utilities. Lessee shall pay as they become due all property taxes and assessments of any nature levied on the premises by any authorized governmental agency. Lessee shall pay as they become due all charges incurred for utility services supplied to the premises, including charges for water, electricity, sewer and telephone service.


SECTION 12. Construction, Alterations, and Improvements.

(a) Construction of Hotel Complex. Lessee shall, at Lessee's sole expense, diligently prosecute to completion the hotel complex currently under construction by Lessee on the premises. Upon the hotel's completion, Lessee shall keep the hotel open for business and shall manage it in an efficient, orderly, and lawful manner.

(b) Alterations and Improvements. Lessee shall have the right to make such alterations, improvements, and changes to any building which may from time to time be on the premises as Lessee may deem necessary, or to replace any such building with a new one of at least equal value, provided that the value of the building shall not be diminished and the structural integrity of the building shall not be adversely affected by any such alterations, improvements, or changes.

(c) Ownership of Improvements. Any buildings, structures, improvements, additions, appliances, fixtures, or other property remaining on the premises at the termination or expiration of this lease shall be the property of Lessors, free and clear of any claims by or through Lessee.

(d) Dredging and Filling. Lessee shall not dredge or fill the lagoon adjacent to the premises without the prior written consent of the Lessors; provided, however, Lessors shall within 90 days of the date of this lease remove the jetty extending from the premises into the lagoon. Any land created by filling the lagoon adjacent to the premises shall become the property of the Lessors

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of the adjacent weto(es), Lessee shall have only a leasehold interest therein, and the annual rent payable under this lease shall be increased by the product of the area of the fill site times the rental rate established in Section 3.

SECTION 13. Repairs and Destruction of Improvements.


(a) Repair and Maintenance. Lessee shall, throughout the term of this lease, at its cost and without expense to Lessors, keep and maintain the premises and improvements thereto, including adjacent walkways, in good, tenantable, sanitary, and neat order, condition and repair.

(b) Repair of Damage or Destruction. The damage, destruction, or partial destruction of any building or other improvement which is a part of the premises shall not release Lessee from any obligation under this lease, and in case of damage to or destruction of any such building or improvement, Lessee shall at its own expense promptly repair and restore the same to a condition as good or better than that which existed prior to such damage or destruction. Without limiting such obligations of Lessee, it is agreed that the proceeds of any insurance covering such damage or destruction shall be made available to Lessee for such repair or replacement.

(c) Damage or Destruction Occurring toward the End of the Term. Notwithstanding paragraphs (a) and (b) above, in case of the destruction or damage of any building or improvement on the premises so as to make it untenable occurring during the last three years of the term of this lease, Lessee, if not then in default, may elect to terminate this lease by written notice served on Lessors within 90 days after the occurrence of such damage or destruction. In the event of such termination, there shall be no obligation on the part of Lessee to repair or restore the building or improvement nor any right on the part of Lessee to receive any proceeds collected under any insurance policies covering such building or improvement. On such termination, rent, taxes, or assessments, and any other sums payable by Lessee to Lessor hereunder shall be prorated as of the termination date, and in the event any rent, taxes, or assessments shall have been paid in advance, Lessors shall rebate the same for the unexpired period for which payment shall have been made.

(d) Election not to Terminate. If, in the event of such destruction or damage during the last three years of the term of this lease, Lessee does not elect to terminate this lease, the proceeds of all insurance covering such damage or destruction shall be made available to Lessee for such repair or replacement, and Lessee shall be obligated to repair or rebuild the building as above provided.

SECTION 14. Insurance.

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(a) Hazard. Lessee shall, at all times during the term of this lease and at Lessee's sole expense, keep all improvements which are now or hereafter a part of the premises insured against loss or damage by fire and extended coverage hazards insurable in the Marshall Islands, including vandalism, typhoons, and wave action, for the full replacement value of such improvements, with loss payable to Lessors and Lessee as their interests may appear. Any loss adjustment shall require the written consent of both Lessors and Lessee.

(b) Public Liability. Lessee shall maintain in effect throughout the term of this lease personal injury liability insurance covering the premises and its improvements in the amount of \$500,000 for injury to or death of any one person and \$500,000 for injury to or death of any number of persons in one occurrence, and property damage liability insurance in the amount of \$500,000. Such insurance shall specifically insure Lessee against all liability assumed by it under this lease, as well as liability imposed by law, and shall insure Lessors and Lessee but shall be so endorsed as to create the same liability on the part of the insurer as though separate policies had been written for Lessors and Lessee.


(c) Automobile Insurance and Worker's Compensation Insurance. Lessee shall maintain in effect throughout the term of this lease automobile insurance and worker's compensation insurance in form and amount required by law; provided, however, until the Marshall Islands enacts worker's compensation insurance legislation, Lessee shall maintain with respect to operation on the premises such insurance in form and amount as is required under the laws of Guam.

(d) Notice of Lessors. All policies shall require 30 days' notice by registered mail to Lessors of any cancellation or change affecting any interest of Lessors.

SECTION 15. Indemnification of Lessors. Lessors shall not be liable for and Lessee shall defend, indemnify and hold Lessors harmless from any and all claims, including reasonable attorney's fees, for loss, injury, death, or damage to persons or property arising out of or resulting from any act, omission, or negligence of Lessee or of any occupant, subtenant, visitor or other users of the premises, except loss, injury, death, or damage arising by reason of the gross negligence or misconduct of Lessors, their agents, or employees.

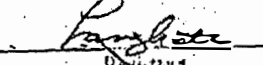
SECTION 16. Default or Breach. Each of the following events shall constitute a default or breach of this lease by Lessee:

(a) if Lessee shall file a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or shall voluntarily take advantage of any such act by answer or otherwise, or shall make an assignment for the benefit of

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creditors;

(b) if involuntary proceedings under any bankruptcy law or insolvency act shall be instituted against Lessee, or if a receiver or trustee shall be appointed of all or substantially all of the property of Lessee, and such proceedings shall not be dismissed or the receivership or trusteeship vacated with 30 days after the institution or appointment;

(c) if Lessee shall fail to pay rent or any other moneys required under this lease when due and such nonperformance shall continue for a period of 30 days, whether payment is demanded or not;

(d) if Lessee shall fail to perform or comply with any other condition of this lease and if the nonperformance shall continue for a period of 30 days after notice thereof by Lessors to Lessee or, if the performance cannot be reasonably had within the 30-day period, Lessee shall not in good faith have commenced performance within the 30-day period and shall not thereafter diligently proceed to completion of performance;

(e) if the lease is assigned in violation of Section 10; or

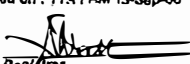
(f) if Lessee shall vacate or abandon the demised premises in violation of Section 7.

SECTION 17. Effect of Default. In the event of any default, as set forth in Section 16, the rights of Lessors shall be as follows:


(a) Termination. Lessors shall have the right to cancel and terminate this lease, as well as all of the right, title, and interest of Lessee hereunder, by giving to Lessee not less than 15 days' notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease and the right, title, and interest of Lessee hereunder shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

(b) Lessors' Right to Cure. Lessors may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessors shall have the right to enter the premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessors shall not be deemed to waive or release the default of Lessee or the right to Lessors to take action as may be otherwise permissible hereunder in the case of any default.

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(c) Re-enter. Lessors may re-enter the premises immediately and remove the property and personnel of Lessee, and store the property in a public warehouse or at a place selected by Lessors at the expense of Lessee. After re-entry Lessors may terminate the lease on giving 15 days' written notice of termination to Lessee. Without the notice, re-entry will not terminate the lease. On termination Lessors may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the premises, and the worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term, which sum shall be immediately due Lessors from Lessee.


(d) Re-enter and Relet. After re-entry, Lessors may relet the premises or any part thereof for any term without terminating the lease, at the rent and on the terms as Lessors may choose. Lessors may make alterations and repairs to the premises. The duties and liabilities of the parties if the premises are relet as provided herein shall be as follows:

(i) In addition to Lessee's liability to Lessors for breach of the lease, Lessee shall be liable for all expenses of the reletting, for the alterations and repairs made, and for the difference between the rent received by Lessors under the new lease agreement and the rent installments that are due for the same period under this lease.

(ii) Lessors shall have the right, but shall not be required, to apply the rent received from reletting the premises (1) to reduce the indebtedness of Lessee to Lessors under the lease, not including indebtedness for rent, (2) to expenses of the reletting and alterations and repairs made, (3) to rent due under this lease, or (4) to payment of future rent under this lease as it becomes due.

If the new lessee does not pay a rent instalment promptly to Lessors, and the rent instalment has been credited in advance of payment to the indebtedness of Lessee other than rent, or if rentals from the new lessee have been otherwise applied by Lessors as provided for herein, and during any rent instalment period, are less than the rent payable for the corresponding instalment period under this lease, Lessee shall pay Lessors the deficiency, separately for each rent instalment deficiency period, and before the end of that period. Lessors may at any time after a reletting terminate the lease for the breach on which Lessors had based the re-entry and subsequently relet the premises.

(e) Receiver. After re-entry, Lessors may procure the appointment of a receiver to take possession and collect rents and profits of the business of Lessee, and, if necessary to collect the rents and profits the receiver may carry on the business of Lessee and take possession of the personal property

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used in the business of Lessee, including inventory, trade fixtures, and furnishings, and use them in the business without compensating Lessee. Proceedings for appointment of a receiver by Lessors, or the appointment of a receiver and the conduct of the business of Lessee by the receiver, shall not terminate and forfeit this lease unless Lessors has given written notice of termination to Lessee as provided herein.

(f) Rights Cumulative. The rights granted the Lessors under this agreement, or in law or equity, shall be cumulative and may be exercised at any time and from time to time. No failure by the Lessors to exercise, and no delay in exercising, any rights shall be construed or deemed to be a waiver thereof, nor shall any single or partial exercise of a right by the Lessors preclude any other or future exercise thereof or the exercise of any other right.

SECTION 18. Condemnation. Rights and duties in the event of condemnation are as follows:


(a) In Whole. If the whole of the premises shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, this lease shall cease and terminate as of the date on which title shall vest thereby in that authority, and the rent reserved hereunder shall be apportioned and paid up to that date.

(b) In Part. If only a portion of the premises shall be taken or condemned, this lease and the term hereof shall not cease or terminate, but the rent payable after the date on which Lessee shall be required to surrender possession of such portion shall be reduced in proportion to the decreased use suffered by Lessee as the parties may agree or as shall be determined by arbitration.

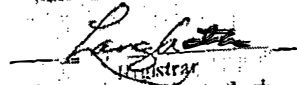
(c) Award for Damage. In the event of any taking or condemnation in whole or in part, the entire resulting award of consequential damages shall belong to Lessors without any deduction therefrom for the value of the unexpired term of this lease or for any other estate or interest in the demised premises now or later vested in Lessee. Lessee assigns to Lessors all his right, title, and interest in any and all such awards.

(d) Restoration. In the event of a partial taking, Lessee shall promptly proceed to restore the remainder of the building on the premises to a self-contained architectural unit, and Lessors shall pay to Lessee the cost of restoration, not to exceed the amount of the separate award made to and received by Lessors for consequential damages. In the event there is no separate award for consequential damage, the value shall be fixed and settled by arbitration as herein provided, not to exceed the sum received by Lessors for such damages. The balance of any separate award or allocated amount not so used shall belong to

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and be retained by Lessors as their sole property.

(e) Government Action other than a Taking. In case of any governmental action not resulting in the taking or condemnation of any portion of the premises but creating a right to compensation therefor, or if less than a full title to all or any portion of the demised premises shall be taken or condemned by any governmental authority for temporary use or occupancy, this lease shall continue in full force and effect without reduction or abatement of rent, and the rights of the parties shall be unaffected by the other provisions of this section, but shall be governed by applicable law.

SECTION 19. Surrender of Lease. The voluntary or other surrender of this lease by Lessee, or a mutual cancellation of the lease, shall not work a merger, and shall, at the option of Lessors, terminate all or any existing subleases or subtenancies, or may, at the option of Lessors, operate as an assignment to it of any or all such subleases or subtenancies.

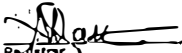
SECTION 20. Costs. All costs and fees incurred by Lessors in connection with the preparation of this lease, including reasonable attorney's fees, shall be paid by the Lessee upon the execution of this lease.

SECTION 21. 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 agreement shall be in writing: Such notice shall be personally served, sent by telegram, tested telex, fax or cable, or sent prepaid by registered or certified mail with return receipt requested and shall be deemed given (i) if personally served, when delivered to the person to whom such notice is addressed, (ii) if given by telegram, telex, fax or cable, when sent, or (iii) if given by mail, ten (10) business days following deposit in the mail. Such notices shall be addressed to the party to whom such notice is to be given at the party's address set forth herein or as such party shall otherwise direct.

SECTION 22. Redelivery of Possession. Upon the termination or expiration of this lease, Lessee shall peaceably and quietly surrender to the Lessors the premises.

SECTION 23. Hold Over. If Lessee shall remain in possession after the expiration of the term of this lease, the Lessee shall be deemed to be a tenant on a year-to-year basis and there shall be no renewal of this lease by operation of law. The Lessors and Lessee further agree that such possession and occupancy will be subject to all terms, conditions, and covenants of this lease, and at a rental rate to be agreed to by the parties.

SECTION 24. Arbitration. Any dispute, breach, or default on any agreement or covenant arising under this lease which cannot be

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| Land Registration Authority |
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| Recorded on: 11:41 AM 13-Sep-06 |
|  Registrar |

EASTERN GATEWAY HOTEL LEASE PAGE 9

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which is on file in this Office


Registrar
Land Registration Authority

settled by mutual agreement of the parties within forty-five (45) days after one party requests such a settlement in writing, shall be determined by arbitration in Majuro, Marshall Islands. The arbitration shall be conducted by a panel of three persons chosen by the parties in accordance with the Marshall Islands Arbitration Act 1980, as in effect on the date hereof. A decision by two of the three arbitrators shall be final and binding upon the parties and upon any persons claiming by, through or under them, and judgment upon any such determination or award may be entered in any court of competent jurisdiction. The parties shall share equally the expense of the arbitration. The arbitration proceedings shall be governed by the then current rules of the American Arbitration Association.

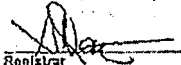
SECTION 25. Successors. This lease shall be binding on the heirs, successors, executors, administrators, and assigns of the parties.

SECTION 26. Interpretation and Governing Law. The language in all parts of this lease shall be interpreted simply, and according to its fair meaning, and not strictly for or against Lessee or the Lessors. The lease shall be governed by the laws of the Republic of the Marshall Islands.

SECTION 27. Survivability. In the event any term, covenant, or condition contained in this lease is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition, provided that such invalidity does not materially prejudice either party's rights and obligations contained in the valid terms, covenants, or conditions.

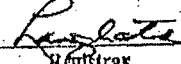
SECTION 28. Waiver. The waiver by either party of any breach of any term, covenant, or condition contained in this lease shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition of this lease.

SECTION 29. Merger. This lease constitutes the entire agreement between the parties and may be altered, amended, or replaced only by a duly executed written instrument. No prior oral or written understanding or agreement with respect to this lease shall be valid or enforceable.

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| Land Registration Authority |
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|  Registrar |

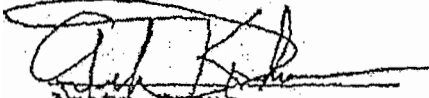
EASTERN GATEWAY HOTEL LEASE PAGE 10

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which is on file in this Office

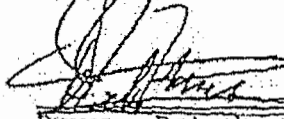

Registrar
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IN WITNESS WHEREOF, the parties have executed this lease the day and year first above written.

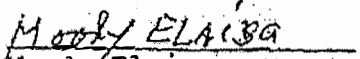
LESSORS:

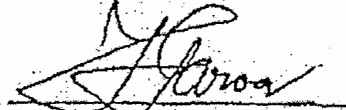

Amata Kabua
Inoijlaplap

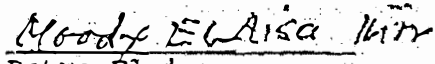
LESSEES:


Buraro Detudamo
Secretary to Council

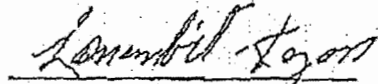
ATTESTED BY



Moody Elaisa
Alab for Remjon Weto

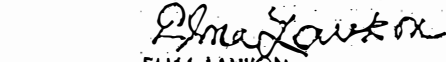

Francis Garoa
Finance Officer

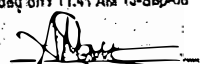

Betty Elaisa
Senior Dri Jerbal for
Remjon Weto


Mike Redfern
NLGC Representative


Laninbit Kejon
Alab for Wotje Weto


Frances Laninbit
Senior Dri Jerbal for Wotje Weto


EUSA LAUKON
Notary Public
Republic of the Marshall Islands
My Commission Expires on 9-12-91

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EASTERN GATEWAY HOTEL LEASE PAGE 11

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Land Registration Authority

ACKNOWLEDGMENT

On this 31 day of August, 1990, before me, a notary public, Iroiylaplap Amata Kabua, known to me, did personally appear and acknowledged that he executed the above lease as his free act.

Elma Laukon

ELMA LAUKON


Notary Public

My commission expires on the 12 day of Sept 1991

Republic of the Marshall Islands

My Commission Expires: _____

EASTERN GATEWAY HOTEL LEASE PAGE 12

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Registrar

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which is on file in this Office

Land Registration Authority
Registrar
Land Registration Authority

NAURU LOCAL GOVERNMENT COUNCIL



MINUTE PAPER

28th June, 1993

TO : H.E The Acting Chariman, NC

FROM : FINANCE OFFICER, NC


SUBJECT : Appointment of Rubin Tsitsi as Nauru Council Representation in Majuro.

Your Excellency,

With reference to our telephone conversation on subject matter, on various occasions, I would now like to recommend for your approval, the appointment of Mr Rubin Tsitsi as the New Nauru Council representative in Majuro replacing Mr Presley Debaō.

Mr Tsitsi will be departing Nauru tomorrow morning for Tarawa enroute to Majuro, accompanied by Mr Presley Debaō himself. Immigration requirements will be done on arrival in Majuro.

For your Excellency's approval please.


 Francis Garoa
 Finance Officer

tt/

P1

EIGIGU HOLDINGS CORPORATION

(Owned by Republic of Nauru)

**(Incorporated under the
Nauru Corporation Act 1972)**

Ref No : EHC/fx/1
Date : 16th July, 1996

Room No. 161,
Menen Hotel,
Nauru.

MR. RUBIN TSITSI
NAURU COUNCIL REPRESENTATIVE,
MAJURO
MARSHALL ISLANDS

FAXED
PAGE...3...DATE 17-7

FAX NO : (692) 6253337

Sub : Eastern Gateway Hotel Site clean - up - Agreement
Re : Your Fax dated 10th July, 1996

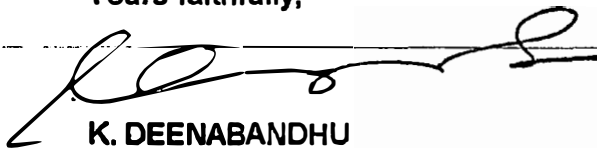
Dear Sir,

EIGIGU HOLDINGS CORPORATION is a Holding Company Incorporated under Section 15(3) of the Nauru Corporation Act 1972 and under Cabinet Order No.1 dated 27th June, 1996 upon the incorporation of the Company the properties of the former NLGC stands transferred to Eigigu.

A copy of the Cabinet order alongwith certificate of incorporation is enclosed for your record.

Thanking You,

Yours faithfully,



K. DEENABANDHU
SECRETARY

Copy to : Hon. Chairman,
Eigigu Holdings Corporation.





NAURU AGENCY CORP
(Chief Executive)

REPUBLIC OF NAURU
Government Gazette

Published by Authority,
EXTRAORDINARY.

No.36

27th June 1996

Nauru

G.N.No.239/1996

**CABINET ORDER NO.1
NAURU LOCAL GOVERNMENT COUNCIL
DISSOLUTION ORDER 1996**

In exercise of the powers vested in the Cabinet by section 5(9) of the Nauru Local Government Council Dissolution Act 1992, Cabinet hereby orders that all properties of the former Nauru Local Government Council shall vest in the Republic with immediate effect.

Upon the incorporation of Ebigu Holdings Corporation, the Republic transfers to Ebigu Holdings Corporation all the properties of the former Nauru Local Government Council with the exception of the Nauru Insurance Corporation, Nauru Development Fund, Nauru Royalty Fund and such other properties as the Republic may decide.

This Order may be cited as the Nauru Local Government Council Dissolution Order 1996.

DATED this 27th day of June 1996.

**LEO D KEKE
SECRETARY TO CABINET**





FORM NO. CORP/12

REPUBLIC OF NAURU

CORPORATION ACT 1972

(SECTION 15(3))

NO. H/1620

FIRST CERTIFICATE OF INCORPORATION

OF

A HOLDING CORPORATION

VALID UNTIL 25.6.1997 ONLY

THIS IS TO CERTIFY THAT EIGIGU HOLDINGS CORPORATION
IS ON AND FROM THE 26TH DAY OF JUNE 1996
INCORPORATED UNDER THE CORPORATION ACT 1972. THAT THE CORPORATION IS A
HOLDING CORPORATION AND THAT THIS CERTIFICATE OF INCORPORATION
EXPIRES ON THE 25TH DAY OF JUNE 1997.

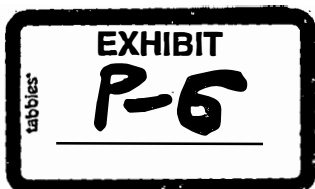
GIVEN UNDER MY HAND AND SEAL

AT YAREN THIS 26TH DAY

OF JUNE 1996.

REGISTRAR OF CORPORATIONS

~~Registrar is directed to the requirements of Section 15 of the Corporation Act 1972 and to Regulations made under the Act relating to annual renewal of Certificates of Incorporation and the liabilities incurred by directors and officers in consequence of a corporation carrying on business after the expiry of its Certificate of Incorporation.~~



P-2

AGREEMENT OF SUB LEASE FOR THE SECOND FLOOR OF THE EASTERN GATEWAY HOTEL BUILDING, MAJURO ATOLL, REPUBLIC OF THE MARSHALL ISLANDS

This AGREEMENT("agreement") OF SUB-LEASE is made and entered into this 14th April, 2001, by and between Leander Leander & Lijun Leander (herein referred to as the "Lessee"), and the Nauru Local Government Council (herein referred to as the "Lessor").

RECITALS

In consideration of the covenants and mutual promises contained in this agreement, the parties hereto agree as follows

Section 1. **Demise, Description, and Use of Property.** The lessors transfer to lessee, and lessee hires from lessors all of lessors interests in the property, together with all right-of-ways, easements, more particularly described in the Descriptions of the Premises set forth in Exhibit "A". As used in this agreement, the term "premises" refers to the interior of the second floor & cocktail & bar area located in the middle of the left and right stairways, of the property commonly known as the Eastern Gateway Hotel Building constructed by and belonging to the Nauru Local Government Council.

The Tenant acknowledge that the premises thereon have been constructed by the Nauru Council and it belongs to the Nauru Council.

Section 2. **Term**

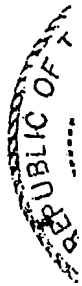
(a) The term of this agreement shall be for ten (10) years commencing on 1st May 2001, and ending on 30th April 2011.

Section 3. **Payment**

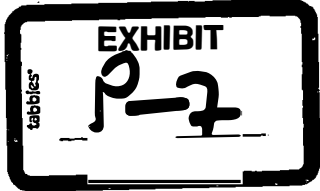
- (a) During the first (1st) 5 year of this lease, lessee agrees to pay lessor rent of six thousand seven hundred & twenty (US \$6,720.00) dollars per each calender year. Commencing on the sixth, seventh, eighth, ninth and tenth year of this lease the rent shall increase by two hundred (US\$200.00) dollars per each calender year i.e. 6 years @ \$6920; 7 years @ \$7,120; 8 years @ \$7,320; 9years @\$7,520; 10years @\$7,720.
- (b) The initial payment for the year being 1st May 2001, shall be paid upon the execution of this lease.

Section 4. **Warranties of title and Quiet Possession.**

- (a) Nauru Council warrant that the lessee shall be granted peaceable and quiet enjoyment of the premises free from eviction or interference by the Nauru Council, or other persons, if the Tenant



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pays the rent and other charges provided herein, and otherwise performs pursuant to the terms and conditions imposed upon it by this lease.

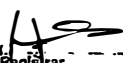
- (b) Nauru Council warrants that they claim full legal ownership of the premises and that there is no other party interest to the premises. Nauru Council further warrant that it shall indemnify the lessee against all expenses, liabilities, and claims of every kind, and hold the lessee harmless if any person claims to be the proper holder in interest, adverse to the claim of the Nauru Council.

Section 5. Alteration, Additions, and Improvements.

- (a) Lessee shall have the right, at its sole expense, to make such alterations, additions, add to, remodel, demolish or remove such alterations to the premises and other improvements that are on the premises. The parties recognize that the Nauru Council has already constructed the premises thereon and it belongs to the Nauru Council.
- (b) Lessee shall not have the right to fill or dredge the surrounding areas adjacent to or on the premises.
- (c) At the expiration or earlier termination of this lease, all alterations, additions, and improvements, appliances, fixtures, or other property remaining on the premises shall be the property of lessor, free and clear of any claims by or through lessee.

Section 6. Both parties stipulate that all moveable trade fixtures and all appurtenances furnished to the premises shall be in good working order and condition at the expiration of this lease.

- 7. **Utilities and Taxes.** Lessee may install any utility services on the premises that it desires. Lessee shall fully and promptly pay for all electricity, telephone service and other public utilities of every kind furnished to the premises throughout the term hereof, and all other costs and expenses, including taxes, which are due and owing by the lessee or in connection with the use, operation, and maintenance of the premises and all activities conducted thereon, and the Nauru Council shall have no responsibility of any kind for any thereof. Lessee shall have unrestricted use of all sources of water on the property. All current water facilities shall remain available to lessee for the duration of this lease, and any options thereon.

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8. Insurance. During the term of this lease, lessee may obtain and maintain at its own expense any appropriate type and amount of insurance, including fire, casualty, and liability insurance. All such insurance provided by the lessee shall be carried in favor of the Nauru Council and the lessee as their respective interests may appear.
9. Maintenance of Premises. Lessee shall, at its sole expense, repair, replace, and maintain in a good, safe, and substantial condition, the premises and any improvements, additions, and alterations thereto, on or to the premises. Lessee shall use all reasonable precautions to prevent waste, damage, or injury to the premises.
10. Nuisance, Unlawful, or Dangerous Activity. Lessee shall not use or occupy the premises or any part thereof for any unlawful, disreputable, or ultrahazardous business purpose, nor operate or conduct its business in a manner constituting a nuisance of any kind.
11. Indemnity. Lessee shall indemnify the Nauru Council against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or behalf of any person or entity arising out of either (i) a failure by the lessee to perform any of the terms or conditions of this lease, (ii) any injury or damage happening on or about the premises that was not the fault of the Nauru Council, (iii) failure of the lessee to comply with any laws of governmental authority, or (iv) any mechanic's lien or security interest filed against the premises or equipment, materials, or alterations of the premises or improvements thereon by virtue of an act or omission by the lessee (v) Lessee shall not be liable for any damages to or destruction of the external part of the building, nor required to restore, repair, or rebuild the same.
12. Lessee's Option to Terminate. At any time during the term of this lease, the lessee may elect, in its sole discretion and for any reason, to terminate this lease upon giving of ninety(90) days notice. Upon termination, lessee's liability hereunder shall cease and possession of the premises shall be restored to the Nauru Council as provided in paragraph 18.
13. Condemnation. The rights and duties of the parties in the event of condemnation are as follows:
 - (a) If only a portion of the premises is taken or condemned, this lease shall not terminate, but the rent payable shall be reduced in proportion to the decrease in measurement suffered by the lessee. If the taking or condemnation results in the lessee being unable to use a majority of the premises thereon, the lessee may terminate this lease at its sole option.

(b) In the event of any taking or condemnation in whole or in part, any resulting award of consequential damages shall be equitably divided between the Nauru Council and the lessee on the basis of their respective interests.

14. Easements, Agreements, Encumbrances. The parties shall be bound by all existing easements, agreements. Lessee shall not encumber by mortgage, or deed of trust or assignment, or other instrument its interests in the premises as security for any indebtedness of lessee.

15. Right of Access to Premises.

(a) *By Lessee.* Lessee and its invitees shall have the right of access to the premises at all times.

(b) *By Nauru Council.* The Nauru Council or their agents may enter the premises upon 48 hours written notice (i) inspect the premises, or (ii) make repairs that the lessee neglects or refuses to make in accordance with the provisions of this lease, after reasonable notice as provided in paragraph 22 of this lease.

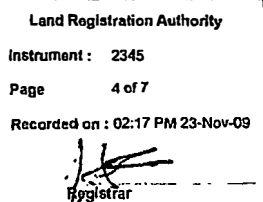
16. Liability of Nauru Council. Lessee shall be in exclusive control and possession of the premises, and the Nauru Council shall not be liable for any injury or damages to any property or person on the premises, nor for any injury or damage to any property of the lessee and its invitees except for acts of the Nauru Council or their successors in interest or of any person acting under their direction or control.

17. Sublease. Lessee may sublease all or a portion of the premises in whole or in part for a period not exceeding one (1) year. Upon two (2) days written notice by lessor, lessee shall provide copies of any sub-lease agreements by tenants occupying the premises.

18. Surrender of the Premises. At the expiration of the lease term, or on earlier termination or forfeiture of this lease, the lessee shall peacefully and quietly surrender and deliver the premises to the Nauru Council, including additions, and other improvements constructed or placed thereon by the lessee, including moveable trade fixtures and other appurtenances furnished to the premises.

19. Default. Each of the following events shall constitute a default of this lease by the lessee.

(a) Lessee fails to pay the Nauru Council rent when due and fails to make the payment within seven (7) days thereafter; or



- (b) Lessee fails to perform or comply with any conditions of this lease, and (i) the nonperformance continues for a period of fifteen (15) days after notice thereof by the Nauru Council to the lessee, or (ii) lessee cannot reasonably complete performance within the fifteen (15) day period and fails to make a good-faith effort to commence performance within the fifteen (15) day period or fails to proceed diligently to complete his performance, or (iii) lessee vacates or abandons the premises.

20. Effect of Default.

- (a) *Cancellation Rights.* Upon default of the lessee as described in paragraph 19, the Nauru Council may cancel and terminate this lease, as well as the right, title, and interest of the lessee in this lease, by giving the lessee fifteen (15) days notice of the cancellation and termination. On expiration of the time fixed in the notice, this lease and the right, title, and interest of the lessee under this lease, shall terminate in the same manner and with the same force and effect, except as to the lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term of this lease.
- (b) *Right to Make Payments.* Upon termination pursuant to paragraph 20(a), Nauru Council may elect, at its sole discretion, to make any payment required of the lessee pursuant to this lease or comply with any agreement, term, or condition required by this lease to be performed by the lessee. Nauru Council shall also have the right to enter the premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected, but any expenditure for the correction by the Nauru Council shall not be deemed to waive or release the default of the lessee or the right of the Nauru Council to take any action permissible under this lease in case of default.
- (c) *Right of Re-entry.* Upon termination pursuant to paragraph 20(a), and five (5) days additional notice in writing, unless the notice of cancellation and termination contains an express notice of intent to re-enter, the Nauru Council may re-enter the premises and remove the personal property and personnel of the lessee, and the Nauru Council may store the personal property at a place selected by the Nauru Council at the expense of the lessee. Without notice re-entry will not terminate the lease. On termination, the Nauru Council may recover from the lessee all damages proximately resulting from the breach, including the cost of recovering the premises, and the amount by which the rent due under this lease exceeds the actual current fair rental value of the premises for the remainder of

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the lease term or two (2) months from the date of default, whichever period is shorter, which sum shall be immediately due to the Nauru Council from the lessee.

(d) *Right to Re-let.* After re-entry, the Nauru Council may re-let the premises or any part thereof for any term without terminating the lease, at the rent and on such terms as the Nauru Council may choose. Nauru Council may make alterations and repairs to the premises.

21. Waiver. The failure of the Nauru Council to insist on a strict performance of any of the terms and conditions of this lease shall be deemed a waiver of the right or remedies that the Nauru Council may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

22. Notice

(a) All notices to be given with respect to this lease including notices of changes of address, designation of agents, and notice of succession of parties, shall be given in writing to the other party to this lease, at the mailing or residence address set forth in paragraph 22(b), according to the party's reference. Every notice shall be deemed to have been given at the time it is delivered at the recipient's address, or within five (5) days after it is mailed, if a party has designated use of the mail as the form of notice.

(b) The following parties to this agreement elect to receive notice at the following mailing addresses:

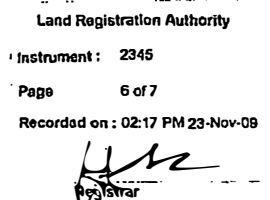
Nauru Council
Delap Village
Box 106
Majuro, MH 96960

Leander Leander & Lijun Leander
Delap Village
Box 1342
Majuro, MH 96960

23. Complete, Agreement, Amendment. This lease contains the entire agreement between the parties. It cannot be amended except by a written instrument subsequently executed by the parties.

24. Application of Lease to Successors. This lease, including all of its terms and conditions, shall apply to and is binding on the heirs, successors, assigns, and legal representatives of all parties.

25. Applicable Law. This lease shall be governed by and construed in accordance with the laws of the Republic of the Marshall Islands.



26. Severability. If any provision of this lease is held invalid, it shall not affect the other provisions of this lease and this lease shall remain in full force and effect without such provision.

27. Time is of the Essence. Time is of the essence in all provisions of this lease.

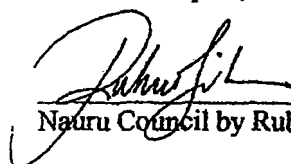
In witness whereof, the parties hereto have signed this **AGREEMENT OF SUB-LEASE** in 14th April, 2001, on the dates shown with respect to each of the signatures below.

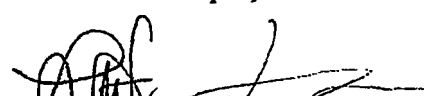
Nauru Council:

Lessee:

Dated: 14th April, 2001.

Dated: 14th April, 2001.


Nauru Council by Rubin Tsitsi

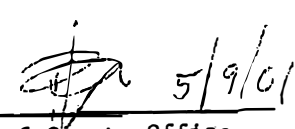

Leander Leander & Lijun Leander

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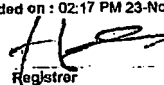
MAY 09 2001

ASST. CLERK OF COURTS
REPUBLIC OF MARSHALL ISLANDS

True Copy Certified

 5/9/01
Clerk of Courts Office

Original Retained by Leander Leander & Lijun Leander

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**AGREEMENT FOR EXTENSION AND REVISION OF A
PORTION EASTERN GATEWAY HOTEL BUILDING &
PORTION OF REMJON WETO, MAJURO ATOLL,
REPUBLIC OF THE MARSHALL ISLANDS**

This **AGREEMENT FOR EXTENSION AND REVISION OF LEASE** is made and entered into in September 25th, 2002, by and between the Nauru Council (herein referred to as the “lessor”), and Leander Leander and Li- Jun Leander (herein referred to as the “lessee”).

RECITALS

The parties recite and acknowledge that:

A. The parties desire to extend the lease and to revise its terms. 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 2001, also those old lease in 2001 and this new lease from 2002 to 2035 have been paid in full with the US \$ 200,000.00 dollars.

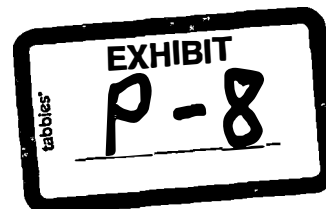
IN CONSIDERATION of the covenants and mutual promises contained in this lease, the parties agree as follows:

1. **Grant of Interests.** The lessor hereby lease to the lessee and the lessee hereby leases from the lessor, a portion of Eastern Gateway Hotel building and a portion of Remjon Weto, Delap Village, Majuro Atoll, Marshall Islands, more particularly described as follows:

As used in this lease, 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. A survey and description of the premises is attached hereto as Exhibit A, Exhibit B and incorporated by reference herein. (see those Map in those lease in 2001)

2. **Term.** The term of this lease shall be for 25 years, commencing as of the 25th day of September, 2002, and ending on the 24th day of September, 2027, and it will continue for another term of eight years, without any notice, from 24th day of September 2027 and will end on 24th day September 2035 at midnight, the two parties are agree.

3. **Rent.** The lessee shall pay the lessor the amount of US\$200,000.00 dollars, payment in full of this lease terms, and shall be paid at the office of Nauru



Council upon the execution of this lease. Also those payments at those old lease agreement will include with this full payment of US \$ 200,000.00 dollars. Both parties agree that the lessee shall not be responsible for any form of payments to the landowners, Chief (Iroj) and Nauru Council, after the full payment of US \$ 200,000.00, dollaes at any times throughtout this lease. Also both parties agree that the lessor responsible for any payments to Chief and Landowners throughtout this lease.

4. Use of Premises. The parties agree that the lessee may use the premises for commercial purposes without restriction or limit.
5. Warranties of Title and Quiet Possession. The lessor covenant that, with respect to the weto for which it is executing this lease, lessor represent all persons having an interest in said weto under the laws of the Marshall Islands, and that lessor have the right to make this lease. Further, the lessor covenant that on paying the rent and performing the covenants herein, lessee shall have quiet and peaceful possession of the real property during the term of this lease.
6. Compliance with Laws. Both parties shall comply with all national and local government statutes, ordinances, and regulations affecting the premises, the improvements thereon or any activity or condition on or in the premises.
7. Waste and Nuisance Prohibited. Lessee shall not commit, or suffer to be committed, any unlawful, disreputable, or ultrahazardous business purpose, nor operate or conduct its business in a manner constituting a nuisance of any kind.
8. Abandonment of Premises. Two parties shall not vacate or abandon the premises at any time during the term of this lease.
9. Control and Inspection. 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.
10. Encumbrance of lessee's leasehold Interest. Lessee shall not encumber by mortgage or deed of trust, or other instrument its leasehold interest in the premises without the express written consent of lessor.
11. Subletting and Assignment.
 - (a) Subletting. Lessee may sublet the premises in whole or in part without lessor's consent.
 - (b) Assignment. Lessee shall not assign or transfer this lease, or any interest herein, without the prior written consent of lessor.
12. Taxes and Utilities. Lessee shall pay as they become due all charges incurred for utility services supplied to the premises, including charges for water, electricity, sewer and telephone service.
13. Alterations, Additions, and Improvements. Lessee shall, have the right to make such alterations, improvements, and additions to any building that are on the premises as lessee may deem necessary, Any buildings, structures, improvements, additions, appliances, fixtures, or other property remaining on the premises at the expiration of this lease shall be the property of lessor, free

and clear of any claims by or through lessee.

14. Insurance. During the term of this lease and for any further time that lessee shall hold the premises, lessee shall obtain and maintain at its own expense any appropriate type and amount of insurance, including fire, casualty, and liability insurance. Lessor shall have their own insurance for the premises also.
15. Maintenance of Premises. Lessee shall, at its sole expense, repair, replace, and maintain in a good, safe, and substantial condition, all buildings and any improvements, additions and alterations thereto, on the premises. Lessee shall use all reasonable precautions to prevent waste, damage of the premises.
16. Indemnity. Both parties shall indemnify the against all expenses, liabilities, and claims of every kind, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (i) a failure by both parties to perform any of the terms or conditions of this lease. (ii) any injury or damage happening on or about the premises. (iii) failure of both parties to comply with any laws of governmental authority, or (iv) any mechanic's lien or security interest filed against the premises or equipment, materials, or alterations of buildings or improvements thereon by virtue of an act or omission by the both parties.
17. Lessee's option to Terminate. At any time during the term of this lease, the lessee may elect, in its sole discretion and for any reason, to terminate this lease upon the giving of two (2) year's notice. Upon termination, lessee's liability hereunder shall cease and possession of the premises shall be restored to the lessor as provided in paragraph 22.
18. Condemnation. The right and duties of the parties in the event of condemnation are as follows:
 - (a) If only a portion of the premises is taken or condemned, this lease shall not terminate.
 - (b) If the portion of the premises is taken or condemned lessor shall pay all lessee ^{cost} and include the US \$ 200,000.00 dollars.
19. Easements, Agreements, Encumbrances. The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the premises.
20. Right of Access to Premises.
 - (a) *By Lessee.* Lessee and its invitees shall have the right of access to the premises at all times.
 - (b) *By Lessor.* The lessor or their agents may enter the premises at reasonable hours to inspect the premises.
21. Liability of lessor. Lessee shall be in exclusive control and possession of the premises, and the lessor shall not be liable for any injury or damages to any property on the premises, nor for any injury or damages to any property of the lessee except for acts of the lessor or their successors in interest or of any person acting under their direction or control.
22. Surrender of the Premises. At the expiration of the lease term of this lease, the

lessee shall peacefully and quietly surrender and deliver the premises to the lessor, including all buildings, additions, and other improvements constructed or placed thereon by the lessee, including appliances, fixtures, or other property remaining on the premises, free and clear of any claims by or through lessee.

23. Default. Each of the following events shall constitute a default of this lease by lessee.

- a. Lessee fail to pay the lessor when due and fail to make payment within 7 days thereafter.
- b. Lessee fails to perform or comply any condition of this lease, and (i) the nonperformance condition for period of fifteen (15) days after notice thereof by lessor (ii) lessee can not reasonable complete performance within the fifteen (15) days period and fail to make a good faith effort to commence performance with in fifteen (15) period.

24. Effect of Default.

- (a) *Cancellation Rights.* Upon default of the lessee as the lessor can not cancel the lease without any reasons.
- (b) *Right to make payment.* Upon termination pursuant to lessor may elect, at its sole discretion, to make any payment required of the lessee pursuant to this lease, or comply with any agreement, term, or condition required by this lease to be performed by the lessee.
- (c) *Right of Re-enter.* Lessor may Re-Enter premises of any parts, without any terminating the lease.
- (d) *Right to Re-Let.* After re-entry, the lessor may re-let the premises or any part thereof for any term without terminating the lease, at the rent and on such terms as the lessor may choose. Lessor may make alterations and repairs to the premises.

25. Waiver. The failure of the lessor to insist on a strict performance of any of the terms and conditions of this lease shall be deemed a waiver of the rights or remedies that the lessor may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

26. Notice

- (a) All notices to be given with respect to this lease including notices of changes of address, designation of agents, and notice of succession of parties, shall be given in writing to the other part to this lease, at the mailing or residence address set forth in paragraph 26(b), according to the parties reference. Every notice shall be deemed to have been received at the time it is delivered at the recipient's address, or within five (5) days after it is mailed, if a party has designated use of the mail as the form of notice.
- (b) The parties agree for those following address:

Nauru Council
Delap Village
Box 106
Majuro, MH 96960

Leander Leander & Lijun Leander
Delap Village
Box 1342
Majuro, MH 96960

27. Complete Agreement, Amendment. This lease contains the entire agreement between the parties. It cannot be amended except by a written instrument subsequently executed by the parties.
28. Application of lease to Successors. This lease, including all of its terms and conditions, shall apply to and is binding on the heirs, successors, assigns, and legal representatives of all parties.
29. Applicable Law. This lease shall be governed by and construed in accordance with the laws of the Republic of the Marshall Islands.
30. Survivability. If any provision of this lease is held invalid, it shall not affect the other provisions of this lease and this lease shall remain in full force and effect without such provision.
31. Time is of the Essence. Time is of 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 September 25th, 2002, on the dates shown with respect to each of the signatures below.

Lessee:

Dated: September 28, 2002

 9/28/02

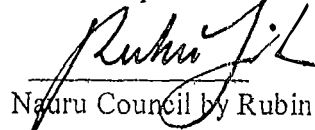
Leander Leander

 09/28/02

Lijun Leander

Lessor:

Dated: September 28, 2002

 9/28/02

Nauru Council by Rubin Tsitsi

SUBSCRIBED AND SWORN TO BEFORE
ME THIS 28th DAY OF September 2002



Asst. Clerk of Courts

Republic Of The Marshall Islands

Outway From 2002 - 2040

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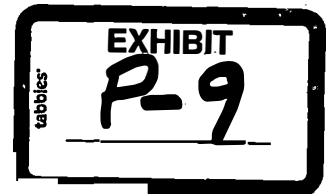
LEASE AGREEMENT FOR EXTENSION AND REVISION OF A PORTION OF EASTERN GATEWAY HOTEL BUILDING AND SURROUNDING PREMISES

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.

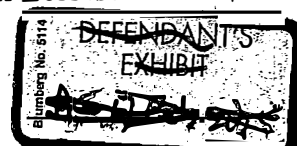
IN CONSIDERATION of the covenants duly contained in this Lease, the Parties mutually agree as follows :

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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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 25th day of September, 2002 and ending on the 24th 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 24th day of September, 2027 and shall end on the 28th day of February, 2040, at midnight, as the two Parties have agreed.

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 25th day of September, 2002 until 28th 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 Wetu, 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 Wetu for which they are executing this Lease, the Lessor represent all persons having an interest in the said Wetu 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 enjoyment 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.

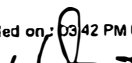
SECTION 8. Abandonment. The two parties shall not vacate and abandon the premises at any time during the term of this lease. The lessor can not cancel the lease with any reasons.

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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.



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 by 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.

Land Registration Authority

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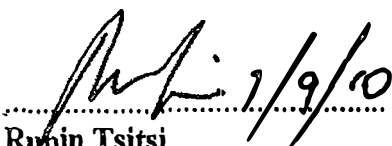
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SECTION 29. Merger. This Lease constitutes the entire Agreement between the Lessor and Lessee respecting the Premises or the leasing of the Premises to the Lessee and correctly sets forth the obligations of the Lessor and Lessee to each other as of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

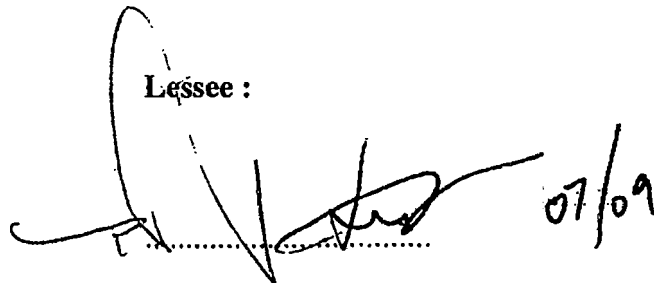
SECTION 30. Time is of the Essence. Time is expressly declared to be the essence in all provisions of this Lease.

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

Nauru Council as Lessor :


.....
Robin Tsitsi
Authorized Representative
Dated :

Lessee :

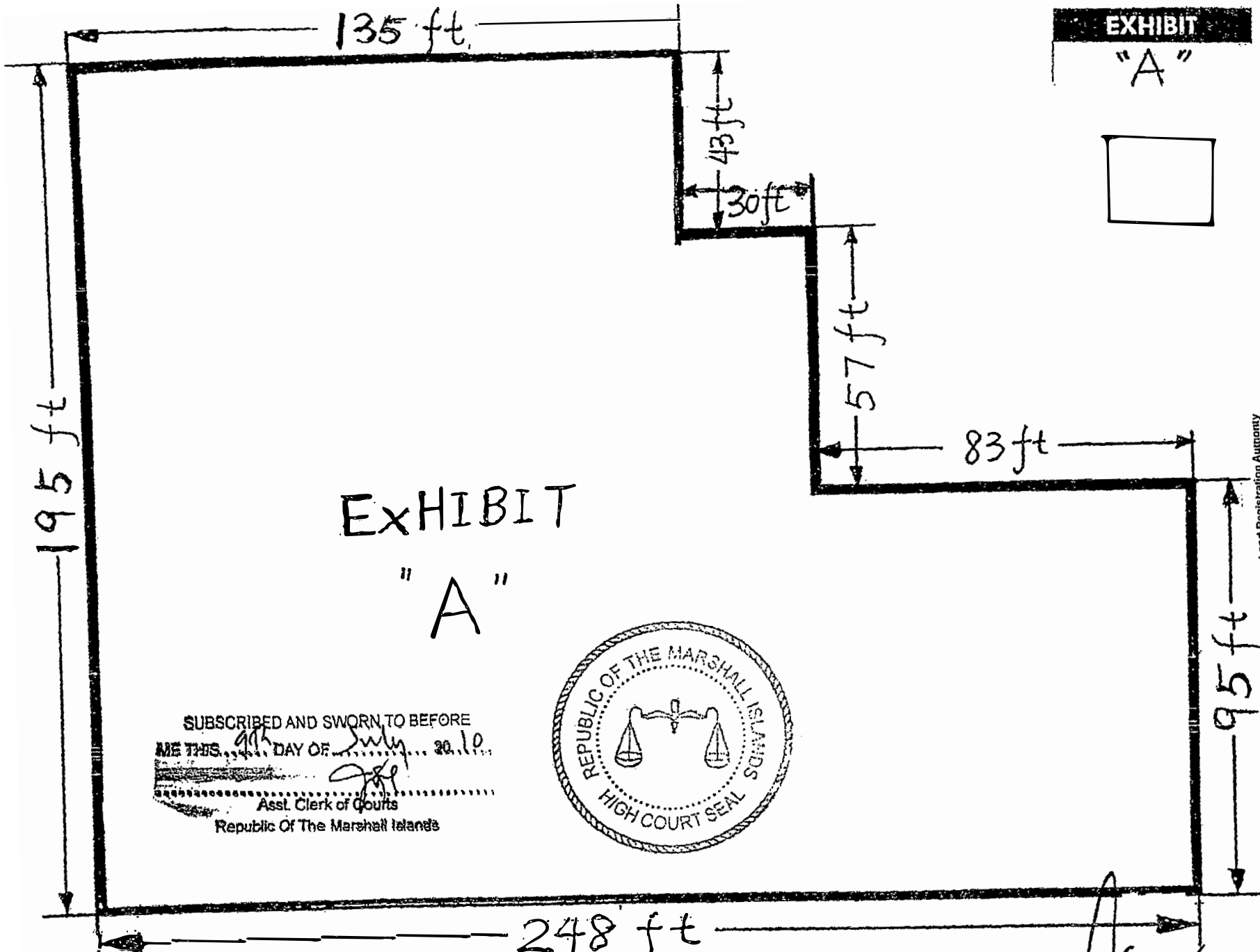

.....
Leander Leander Jr & Li Jun Leander
Dated :

Sworn and subscribed before me :


.....
Notary Public

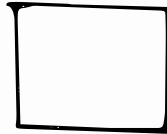


LLA



EXHIBIT

"A"



EXHIBIT

"A"

SUBSCRIBED AND SWORN TO BEFORE
 ME THIS 9th DAY OF July 2010

 Asst. Clerk of Courts
 Republic Of The Marshall Islands



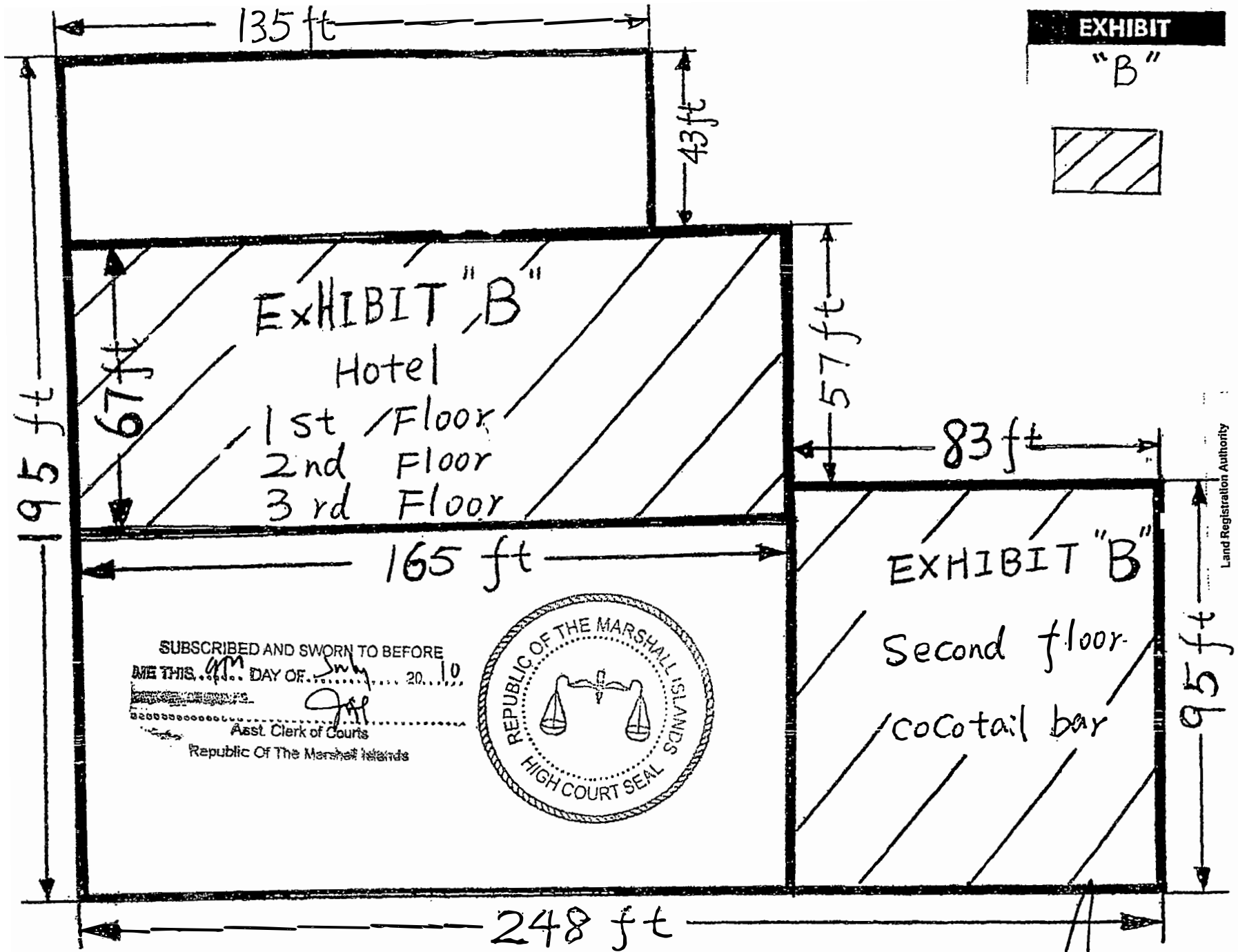
Land Registration Authority

Instrument : 4010

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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



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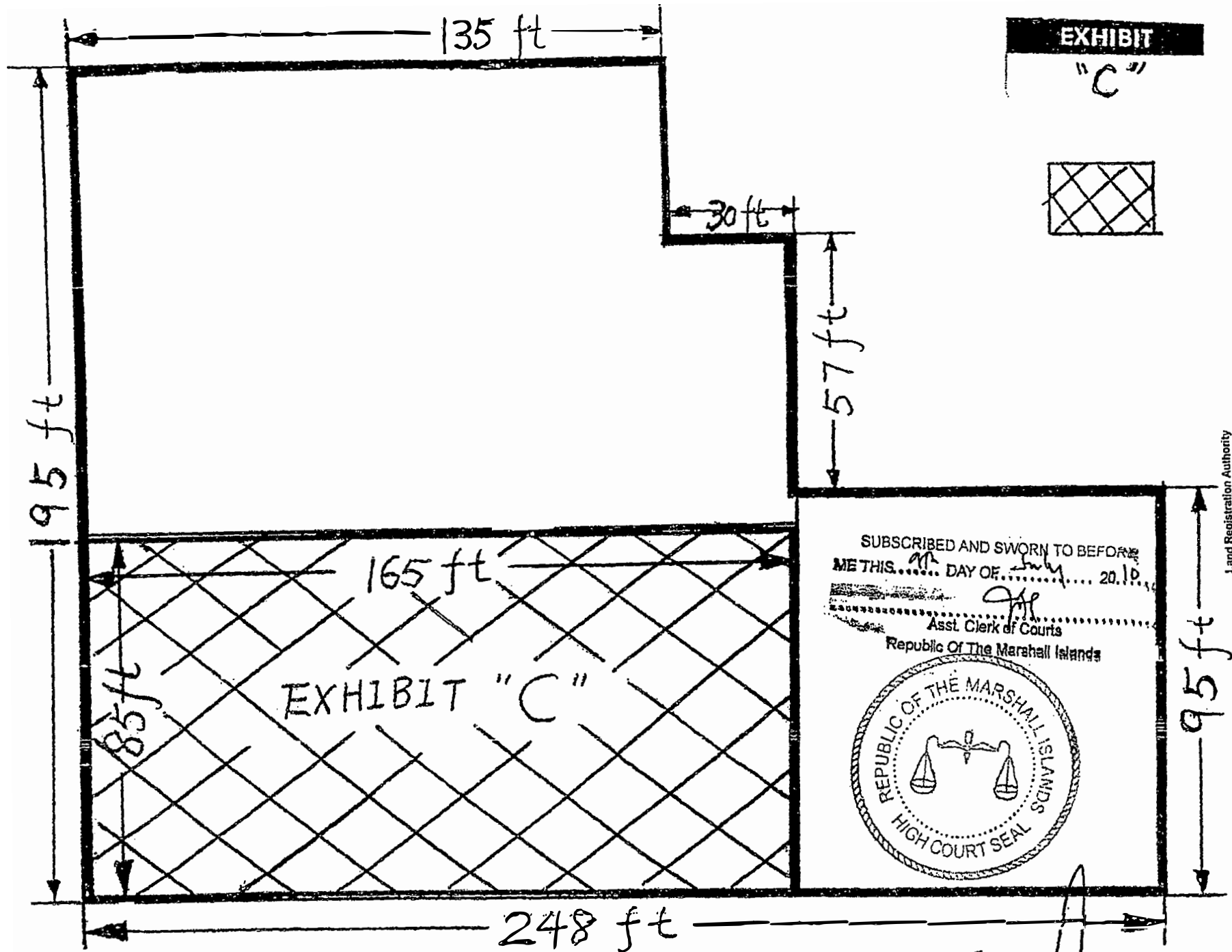


EXHIBIT
"C"



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



Land Registration Authority

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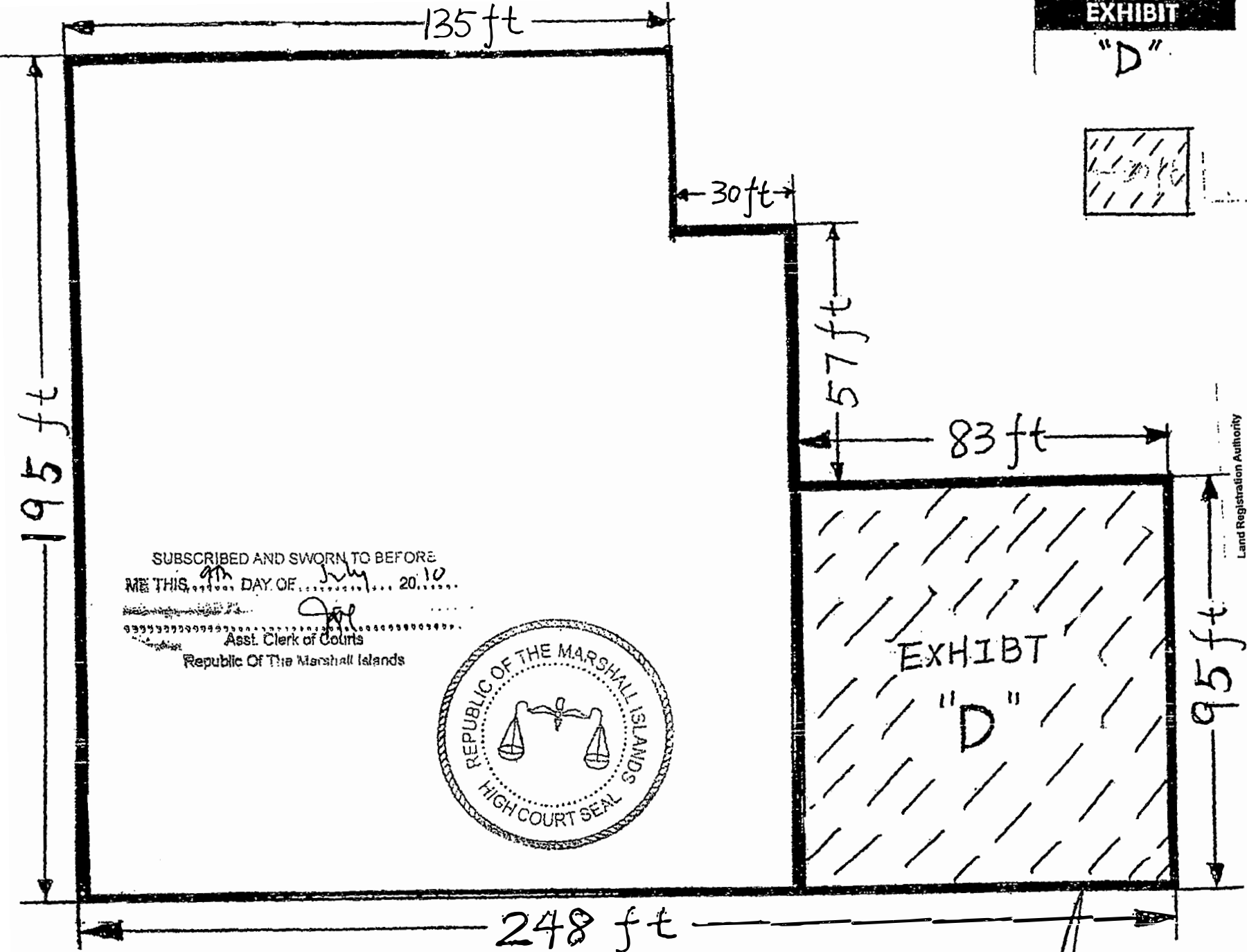
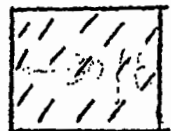
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MAIN PUBLIC HIGHWAY

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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

Instrument : 4010

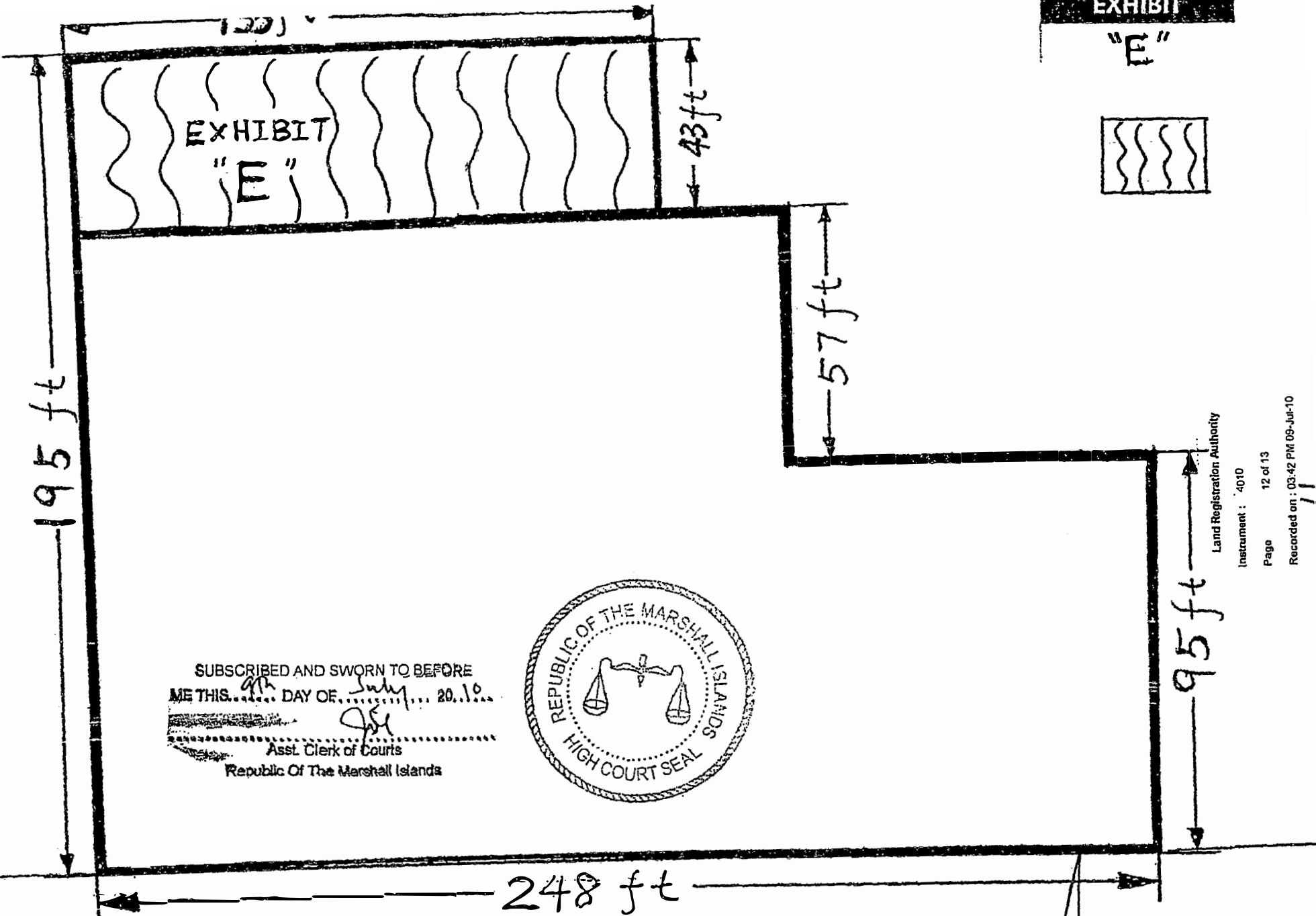
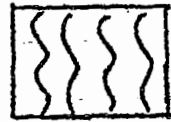
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Ref: 7/9/10 MAIN PUBLIC HIGHWAY *[Signature]*

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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Recorded on : 03:42 PM 09-Jul-10

11

248 ft

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

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 25th day of September 2002 until 28th day of February, 2040. This amount include the payment USD \$200,000.00 in October 01, 2002.

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

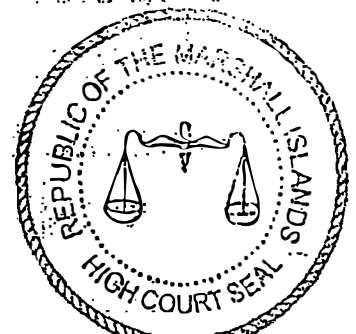
[Signature] 7/9/10

Rubin Tsitsi as Nauru Council
Land Registration Authority

Instrument : 4010

Page 13 of 13

Defendant's Exhibit
berg No. 5114





RETURN OF SERVICE

(Rubine Tsitsi)



I, Rubine TSITSI, hereby wish to acknowledge that I have received a Removal Order dated 7/16/12 to voluntarily depart from the Republic within 14 calendar days from the date the ORDER was served on me. The Removal Order was hand delivered to me by Officials from the Division of Immigration, RMI.

I would like to acknowledge that I have received and fully understand the Removal Order served upon me, and further that I may appeal the ORDER within 14 days of receipt of the ORDER

Signed: [Signature]

Date: 8/7/12

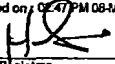
Serving Officer: [Signature]
 Burton McKay

Date: 8/7/12

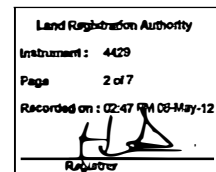
P7



THE TERMINATION OF
THE 1990 EASTERN GATEWAY LEASE
ON REMEJON AND WOTJE WETOS

Land Registration Authority
Instrument : 4429
Page 1 of 7
Recorded on : 02:47 PM 08-May-12

Registrar

NO TRESPASSING
NO PERSON IS ALLOWED ON THIS PREMISES
AFTER APRIL 20, 2012
WITHOUT THE EXPRESS WRITTEN CONSENT
OF
IROIJ JURELANG ZEDKAIA
ANYONE VIOLATING THIS ORDER
WILL BE PROSECUTED FOR TRESPASS



David M. Strauss, P.C.
Attorney at Law

P.O. Box 534
Majuro, MH 96960 (Marshall Islands)

Phone: (692) 625-3391
Fax: (692) 625-3398
email: dstrauss48@gmail.com

March 20, 2012


Republic of Nauru
Nauru Local Government Council
Eigugu Holdings Corporation
c/o Ruben Tsitsi
Box 106
Majuro, MH 96960

Re: Notice of Termination of Lease Agreement for the Eastern Gateway Hotel

Dear Mr. Tsitsi on behalf of the above:

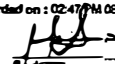
On behalf of the Lessors/landowners of Remojon and Wotje wetos and pursuant to Section 17(a) of the Lease Agreement for the Eastern Gateway Hotel (the "Lease"), you are hereby notified of the cancellation and termination of the Lease as of April 6, 2012, for the Lessee's failure to cure all of the defaults listed in the notice of February 15, 2012.

Sincerely,



David M. Strauss

cc: Jurelang Zedkaia
Hilda Samuel
Yolanda Lodge

| |
|--|
| Land Registration Authority |
| Instrument: 4429 |
| Page 3 of 7 |
| Recorded on: 02:47 PM 08-May-12 |
|  Registrar |

David M. Strauss, P.C.
Attorney at Law

P.O. Box 534
Majuro, MH 96960 (Marshall Islands)

Phone: (692) 625-3391
Fax: (692) 625-3398
email: dstrauss48@gmail.com

February 15, 2012

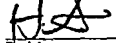
Republic of Nauru
Nauru Local Government Council
Eigugu Holdings Corporation
c/o Ruben Tsitsi
Box 106
Majuro, MH 96960

Re: Default of Lease Agreement for the Eastern Gateway Hotel

Dear Mr. Tsitsi:

The purpose of this letter is to again inform you, on behalf of the current landowners of Remejon and Wotje wetos, to-wit: Jurelang Zedkaia, Hilda Samuel, Frances Laninbit, and Barbara Laninbit-Lobje, that the lessee is in default of the terms and conditions of the August, 1990, Lease Agreement for the Eastern Gateway Hotel, in that the lessee:

1. Failed to pay the annual rent on the premises on July 15 of each year (from July 15, 2004, to July 15, 2011) as required by Section 3(b) of the lease;
2. Failed to comply with all national and local government statutes, ordinances, and regulations as required by Section 5 of the lease;
3. Failed to prevent the commission of waste or nuisance on the premises as required by Section 6 of the lease;
4. Failed to diligently prosecute to completion the construction of the hotel complex on the premises, keep the hotel open for business, and manage the hotel in an efficient, orderly, and lawful manner as required by Section 12(a) of the lease;
5. Failed to keep and maintain the premises and improvements thereon, including adjacent walkways, in good, tenantable, sanitary, and neat order, condition, and repair as required by Section 13(a) of the lease;
6. Failed to promptly repair and restore damage or partial destruction of buildings and improvements on the premises to a condition as good or better than that which existed prior to such damage or partial destruction as required by Section 13(b) of the lease;

| | |
|---|--------------------|
| Land Registration Authority | |
| Instrument : | 4429 |
| Page | 4 of 7 |
| Recorded on : | 02:47 PM 08-May-12 |
|  | |
| Registrar | |

7. Failed to keep all improvements on the premises insured for full replacement value against loss or damage due to fire, vandalism, typhoons, and wave damage as required by Section 14(a) of the lease;


8. Failed to maintain personal injury liability insurance covering the premises and the improvements in the amounts of \$500,000 for injury or death to any one person, \$500,000 for injury or death of any number of persons in one occurrence, and \$500,000 property damage liability as required by Section 14(b) of the lease; and

9. Failed to maintain worker's compensation insurance in the form and amounts as is required under the laws of Guam as required by Section 14(c) of the lease.

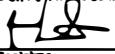
Additionally, the landowners have received a copy of the October 12, 2010, letter from the Honorable Nauru Minister of Foreign Affairs Dr. Kieren Keke to the Honorable Marshall Islands Minister of Foreign Affairs John Silk relinquishing the land lease on the Eastern Gateway Hotel site.

Please be advised that the landowners demand that all of the above defaults be cured no later than Monday, March 19, 2012. If you have any questions, do not hesitate to contact me.

Sincerely,


David M. Strauss

cc: Jurelang Zedkaia
Hilda Samuel
Yolanda Lodge

| | |
|---|-------------------|
| Land Registration Authority | |
| Instrument: | 4429 |
| Page: | 5 of 7 |
| Recorded on: | 07:47 AM 08-14-12 |
|  | |
| Registrar | |

P-12



GROUND LEASE AGREEMENT
FOR PORTIONS OF REMEJON AND WOTJE WETOS
DELAP, MAJURO ATOLL

This ground lease agreement ("Ground Lease") is made and entered into in or about November, 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 Remejon and Wotje wetos, Delap, Majuro Atoll (hereinafter, the "Landlords").

WHEREAS, in 1990, the parties or their predecessors in interest executed a Lease Agreement for the Eastern Gateway Hotel which was recorded at the Land Registration Authority on September 13, 2006, as Instrument 489 (the "Original Lease") pursuant to which the Tenant leased portions of Remejon and Wotje wetos in Delap extending from the main road to the lagoon from the Landlords (the "Premises");

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

WHEREAS, the termination of the Original Lease was recorded in the Land Registration Authority on May 8, 2012, as Instrument No. 4429;

WHEREAS, Tenant fully recognizes and respects the termination of the Original Lease;

WHEREAS, 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;

WHEREAS, Tenant and Landlords mutually desire to execute this new Ground Lease for the same land area covered under the Original Lease which extended from the main road to the lagoon and which includes any land area which may have been added to the Premises covered under the Original Lease by landfill or otherwise;

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

1. The parties adopt the terms and conditions contained in the Original Lease in their entirety except as amended below.

2. The terms "Landlord" and "Tenant" are interchangeable between the Original Lease and the Ground Lease.

3. The terms "Landowners" and "Landlords" are interchangeable between the Original Lease and the Ground Lease.

4. SECTION 1 of the Original Lease is amended by the substitution of the attached Exhibit A.

5. SECTION 3 of the Original Lease is amended and replaced to read as follows:

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 September 1, 2013 and the first day of each subsequent quarter. Tenant shall pay the Iroj 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. Any quarterly payment which is more than 15 days past due shall incur a late fee or liquidated damages of \$30.00 per day.

6. SECTION 6 of the Original Lease is amended and replaced to read as follows:

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 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.

7. SECTION 10 of the Original Lease is amended and replaced to read as follows:

Subletting and Assignment. Following the expiration of any current and legally enforceable subleases on the premises, if any, 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. The Landowners will not unreasonably object to a proposed sublease or assignment unless such involves illegal or immoral use or creates a public or private nuisance.

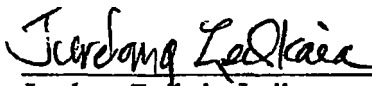
8. A new SECTION 30 is added to the Original Lease to read as follows:

Annual Meeting. Tenant and Landowners shall meet at least one time each year commencing September, 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.

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


Landowners:

Dated: November 22, 2013



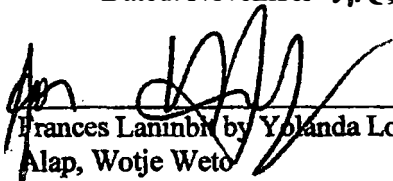
Jurelang Zeqkaia, Iroij
Remejon and Wotje Wetos

Dated: November 24, 2013.




Hilda Samuel by Emlin M. Joran
Alap and Senior Dri-Jerbal, Remejon Weto

Dated: November 22, 2013.



Frances Laninbit by Yolanda Lodge-Ned,
Alap, Wotje Weto

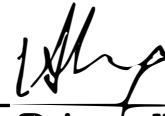
Dated: November 28, 2013.



Barbara Laninbit-Lobju by Yoma Lodge,
Senior Dri-Jerbal, Wotje Weto

Tenant:

Dated: ~~November~~ December 30, 2013.



~~David Adeang, Chairman~~ Vyko Adeang, Dir.
Eigigu Holdings Corporation

Dated: ~~November~~ December 30, 2013.



David Adeang, Minister
Eigigu Holdings Corporation

SPECIAL DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, Frances Laninbit, the undersigned Principal, regarding the execution of leases on the property known as Wotje Weto. Delap. Majuro Atoll, Republic of the Marshall Islands (hereinafter the "Wotje premises"), hereby make, constitute and appoint my daughter Yolanda Lodge-Ned ("Attorney/Agent") as the true and lawful agent for me, and in my name, place and stead, and for my use and benefit as follows:

My Attorney/Agent has all power and authority as I might or could do if personally present and to perform any act or thing whatsoever necessary or appropriate to be done to consummate the execution of any lease agreements for my Alap right, title, and interest on the Wotje premises to Eigigu Holdings Corporation or others.

My Attorney/Agent is specifically authorized to take the following actions on my own behalf:

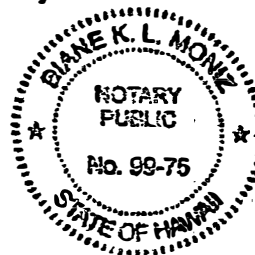
Execute any and all required documents for my Alap right, title, and interest, including a Ground Lease Agreement and other powers of attorney concerning collection and distribution of the damages and/or rental proceeds relating to the Wotje premises.

This power shall not be affected by subsequent disability or incapacity of the Principal or lapse of time.

I hereby ratify everything that my Attorney/Agent shall do or cause to be done by virtue of this power.

I, Frances Laninbit, the Principal, sign my name to this Power of Attorney this November 22, 2013, and being first duly sworn, do declare to the undersigned notary that I sign and execute this instrument as my Power of Attorney and that I sign it willingly, that I execute it as my free and voluntary act for the purposes expressed in the Power of Attorney and that I am over the age of 18, of sound mind, and under no constraint or undue influence.

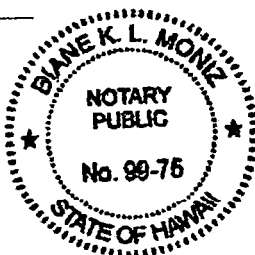
Frances Laninbit
Frances Laninbit



Subscribed and sworn to before me on November 22nd, 2013.

Biane K. L. Moniz

Doc. Date: 11/22/13 / Pages: 1
Notary Name: Biane K. L. Moniz / Third Circuit:
Doc. Description: Special Power of Attorney
Biane K. L. Moniz 11/22/13
Notary Signature Date
My commission expires: Feb. 14, 2015



SPECIAL DURABLE POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, Barbara Laninbit-Lobju, the undersigned Principal, regarding the execution of leases or other documents on any lands on Majuro Atoll in the Marshall Islands to which I hold the Senior Dri-Jerbal right, title, and interest, hereby make, constitute and appoint my sister Yoma Lodge ("Attorney/Agent") as the true and lawful agent for me, and in my name, place and stead, and for my use and benefit as follows:

My Attorney/Agent has all power and authority as I might or could do if personally present and to perform any act or thing whatsoever necessary or appropriate to be done to consummate the execution of any lease agreements or other documents concerning my Senior Dri-Jerbal right, title, and interest on any of my lands on Majuro Atoll in the Marshall Islands.

My Attorney/Agent is specifically authorized to take the following actions on my own behalf:

Execute any and all required lease agreements or other documents, including additional powers of attorney for my Senior Dri-Jerbal right, title and interest, including the collection and distribution of rental proceeds relating to such lands.

This power shall not be affected by subsequent disability or incapacity of the Principal or lapse of time.

I hereby ratify everything that my Attorney/Agent shall do or cause to be done by virtue of this power.

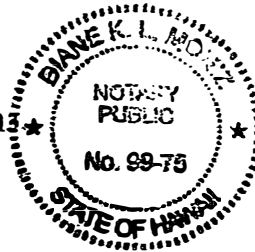
I, Barbara Laninbit-Lobju, the Principal, sign my name to this Power of Attorney this November 26, 2013, and being first duly sworn, do declare to the undersigned notary that I sign and execute this instrument as my Power of Attorney and that I sign it willingly, that I execute it as my free and voluntary act for the purposes expressed in the Power of Attorney and that I am over the age of 18, of sound mind, and under no constraint or undus influence.

Barbara Laninbit-Lobju

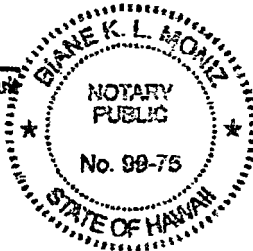
Barbara Laninbit-Lobju

Subscribed and sworn to before me on November 26, 2013

Diane K. Moniz



Doc. Date: Nov 26, 2013 Pages 1
Notary Public: Diane K. L. Moniz Third Circuit
Doc. Description: Special Durable Power of Attorney
Diane K. L. Moniz
Notary Signature Date
My commission expires: Feb 14, 2015



POWER OF ATTORNEY)

REPUBLIC OF THE MARSHALL ISLANDS)
MAJURO ATOLL)

KNOW ALL PERSONS BY THSES PRESENTS THAT:

1. I, **Hilda Samuel**, I am a citizen of the Republic of the Marshall Islands residing on Waipahu, Honolulu Hawaii;

2. I, **Hilda Samuel**, I DO HEREBY MAKE CONSTITUTE, and APPOINT my daughter **Emlin M. Joran**, my true and lawful attorney-in-fact, for me and in my name, place, and stead, full power to do and perform all and every act that I legally do, through my attorney-in-fact and every power necessary to carry out the purposes for which this power is granted:

TO RECRIVED any checks issued out in my name from any agency within the REPUBLIC OF THE MARSHALL ISLANDS, and to

ENDORSE and **CASH** checks at any banks, agencies, or any other stores within the REPUBLIC OF THE MARSHALL ISLANDS.

TO CONDUCT, engage in and transact any all lawfully businesses of whatsoever kind or nature on my behalf and in my name.

TO ENTER, into binding contracts on my behalf and to sign, endorse and execute any written agreements and documents necessary to enter into any such contracts and/or agreements.

TO MAINTAIN and/or operate any business that currently own or have an interest in or may own here an interest in the future.

TO PREPARE or cause to be prepared, sign or file any documents with any Federal, Local and Government, and to received and evaluated information effectively to communicate decision and to manage my financial resources and affaires property.

THE POWER OF ATTORNEY, will remain in effect until revoked by myself in writing.

IN WITNESS WHEREOF, I Hilda Samuel, affixed my signature hereto this
7th day of April, 2010.

Hilda Samuel
Signature

SUBSCRIBED and SWORN to before me this _____ day of
_____ 2010.

PLEASE SEE ATTACHED FOR NOTARY

NOTARY PUBLIC

State of Hawaii)
) SS.
City & County of Honolulu)

Subscribed and sworn to before me this 11th day of APRIL, 2010
by HILDA SAMUEL

[Signature]
Aster Dolor, Notary Public
First Judicial Circuit, State of Hawaii

My commission expires: 11-01-2013



NOTARY PUBLIC CERTIFICATION
Aster Dolor
First Judicial Circuit
Doc. Description: POWER OF ATTORNEY

No. of Pages: 2 Date of Doc. APR 07 2010
[Signature] APR 07 2010
Notary Signature Date

| ANTICIPATED ANNUAL REVENUE FROM EASTERN GATEWAY HOTEL | | | | | |
|--|---------|----------------|--|--|--|
| Pyong (Chen Wan Ben) | | | | | |
| 20 rooms Golden Apts | 48,000 | | | | |
| Lobby Area | 15,000 | | | | |
| Mid 3rd Flr | 15,000 | | | | |
| Portion of Wotje Weto | 2,000 | | | | |
| Roof Access | 0 | | | | |
| Motel Units 1-6 | 14,400 | | | | |
| Cottages & Apts | 13,889 | | | | |
| Small Store | 7,200 | | | | |
| Seven Rooms | 14,700 | | | | |
| Total of Pyong's Leases: | | 130,189 | | | |
| AA Wholesale | | 45,000 | currently paying \$15K per year | | |
| New Hope | | 3,900 | keeping this rate for the first year | | |
| KMI Recycling | | 3,900 | keeping this rate for the first year | | |
| Leander Leander Current Sub-Lessees | | | | | |
| Z Bros. Wholesale | 175,000 | | unknown current payments to Leander, but they are leasing the whole right wing -all three floors, plus areas above lobby, and other areas still not fully defined. | | |
| Z-Bros. Carnation Restaurant | 12,000 | | small restaurant in the front of Z Bros, supposedly run by Z Bros | | |
| Z Bros Car Garage | 18,000 | | taxi business, not sure how many taxis in the business. | | |
| Z Bros Laundry | 18,000 | | 24 hour laundry operation | | |
| M&K Indian store | 30,000 | | paid Leander Leander \$195K one time; also had previous 5-yr lease with Leander at \$30K per year; more details will follow. | | |
| Total Anticipated from Leander's Current Sub-leases | | 253,000 | | | |
| Total anticipated from all sub-lessees | | 435,989 | annually | | |



EXHIBIT
P14
tabbles