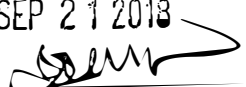


DIVINE F. WAITI
Counsel for Plaintiff
Box 3897
Majuro, MH 96960
Phone: 455-3575
email: marsollawyers@gmail.com

FILED
SEP 21 2018

ASST. CLERK OF COURTS
REPUBLIC OF THE MARSHALL ISLANDS

IN THE HIGH COURT
REPUBLIC OF THE MARSHALL ISLANDS
MAJURO ATOLL

EIGIGU HOLDINGS CORPORATION)	Civil Action no. 2014 – 067
Plaintiff)	
-V-)	PLAINTIFF’S MOTION FOR
)	LEAVE TO FILE AMENDED
LEANDER LEANDER and LIJUN LEANDER,)	COMPLAINT; MEMORANDUM
Defendants)	OF ARGUMENTS.
_____)	

I. INTRODUCTION

Comes now, Plaintiff by and through counsel Divine F. Waiti, and respectfully moves the Court, pursuant to Rule 15(a)2 and 15(b) of the MIRCP, and the Court Order of September 10, 2018, for leave to file an AMENDED COMPLAINT, a copy of which is attached hereto.

The amended complaint claims for nuisance and illegal activities against the same defendants from the original complaint. In line with the September 10, 2018 order in limine, there are allegations pleaded in the original complaint of the nuisance and illegal activities in the leased premises. According to paragraph 6 of the 2002 Lease to Defendant Leander Leander, specifically and clearly states that the “lessee shall not commit, or suffer to be committed, any unlawful, disreputable, or ultrahazardous business purposes, nor operate or conduct its business in a manner constituting a nuisance of any kind” (para.6).

There were supporting evidence from the Joint Affidavit of James Keppa and Jamaica Adeang who describes an instance of exchanges for prostitution. A video interviewing one of the former sex worker evidenced that prostitution occurs on the lease premises. Plaintiff asserts that one of the reasons for the termination of the sublease is the existence of illicit of sexual activity occurring on the premises. See *Affidavit of Yolanda Lodge-Ned and Emlin Samuel*.

II. STATEMENT OF FACTS

On April 07, 2014, Plaintiff filed verified complaint for the court *inter alia* to declare the 2002 subleaes invalid and seek eviction of the Defendants from the premises. On April 14, 2001, the Defendants alleged entered into a sublease with the Nauru council and Robin Tsitsi, of which the lease runs for 10 years, expired on April 30, 2011.

Around September 25, 2002, Defendants claimed to enter into an “Agreement for Extension and Revision of a Portion [of] Eastern Gateway Hotel Building & Portion of Remjon Weto, Majuro Atoll, Republic of the Marshall Islands, with Nauru Council and Robin Tsitsi, (“2002 Sublease”). The lease is allegedly signed on September 28, 2002.

On July 9, 2010, the Defendants claimed to enter into another extension agreement which combines the period of 25 years from September 25, 2002 to September 24, 2027, and additional 13 years from September, 2027 to February 28, 2040.

The defendant alleged to have paid US\$271,000 dollars to Robin Tsitsi. Plaintiff has no record f receiving any of the proceeds of the advance payment.

Defendants further sublease to Z Brothers who operate a wholesale business and control the southern half of the Eastern Gateway Hotel Building including the first, second and third floors which the Plaintiff alleged illegal activities and nuisance is occurring on the premises.

On or around May 21, 2014, James Keppa and Jamaica Adeang went to the second floor of the Eastern Gateway where Z brothers had subleased and during their visit, they described an instance of exchanges for prostitution and were having conversation with Marshallese girls who were practicing prostitution on the premises (See *Plaintiff's Filing of Affidavit on November 7, 2014*).

III. ARGUMENTS

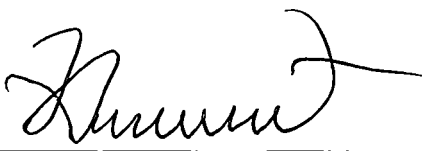
Pursuant to Rule 15(a)2 of the MIRCP, “a party may amend its pleading only with the opposing party’s written consent or the court’s leave. The court should freely give leave when justice so requires.” The decision whether to grant leave to amend a pleading is within the sound discretion of the court, and as this Court has aptly recognized the need for this particular amendment, the court has freely grant the leave for the Plaintiff to amend it’s complaint. Thus, the Plaintiff need no further arguments on this motion.

IV. CONCLUSION

Plaintiff therefore seek that the court grants the motion to amend the it’s complaint as attached.

Respectfully submitted

Dated: September 21, 2018



Divine F. Waiti

DIVINE F. WAITI
Counsel for Plaintiff
Box 3897
Majuro, MH 96960
Phone: 455-3575
email: marsollawyers@gmail.com

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ASST. CLERK OF COURTS
REPUBLIC OF THE MARSHALL ISLANDS

IN THE HIGH COURT
REPUBLIC OF THE MARSHALL ISLANDS
MAJURO ATOLL

EIGIGU HOLDINGS CORPORATION)	Civil Action no. 2014 – 067
)	
Plaintiff)	
)	PLAINTIFF'S <u>AMENDED</u>
-V-)	COMPLAINT;
)	
LEANDER LEANDER and LIJUN LEANDER,)	
)	
Defendants)	
)	

Comes now, the Plaintiff herein, Eigigu Holdings Corporation, by and through counsel, Divine F. Waiti, and files this Amended Complaint in addition to it's original complaint and further states as follows:

1. That the Defendants violates paragraph 6 of the 2002 Amended and Revised Lease and paragraph 19 of the 2010 Amended and Revised Lease by committing unlawful and nuisance business and or activities including prostitution on the lease properties;
2. That one of the landowner's complaint and reasons for terminating the original lease was the existence of illegal activities and nuisance on the premises, (See paragraph 3 of Default of 1990 Lease Agreement by David Strauss; *attached*);
3. That although the Plaintiff had entered a new lease agreement and cured payments issues, the illegal and nuisance activities were not able to cure because the Defendant and

sublease holders continues to operating the business on the lease premises on very restrictive manner (*See Affidavits of Yolanda Lodge-Ned and Emlin Samuel*);

WHEREFORE, the plaintiff in furtherance to other reliefs prays to this Court to:

(7) Declare the 2002 and 2010 revised subleases between Mr. Robin Tsitsi and Defendant's as invalid and declare any subleases by the Defendants entered into as subleasers on the premises as invalid;

(8) Evict the Defendants and any of Defendants sublessees from the premises for causing illegal activities and nuisance on the premises.

Dated: September 21, 2018

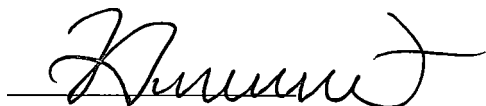
A handwritten signature in black ink, appearing to read 'Divine F. Waiti', written over a horizontal line.

Divine F. Waiti

CERTIFICATE OF SERVICE

I certify that a copy of this document will be served on the counsel for Defendants through his email, James McCaffrey. James@mccaffreyfirm.com, this date or soon thereafter file stamp of the document.

Dated: September 21, 2018

A handwritten signature in cursive script, appearing to read "Divine F. Waiti", written over a horizontal line.

Divine F. Waiti

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

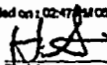
Re: Default of Lease Agreement for the Eastern Gateway Hotel

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;

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Land Registration Authority
Instrument: 4420
Page: 4 of 7
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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.

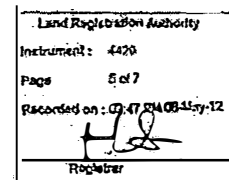
Additionally, the landowners have received a copy of the October 12, 2010, letter from the Honorable Nauru Minister of Foreign Affairs Dr. Kieren Keke to the Honorable Marshall Islands Minister of Foreign Affairs John Silk relinquishing the land lease on the Eastern Gateway Hotel site.

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



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ASST. CLERK OF COURTS
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IN THE HIGH COURT
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MAJURO ATOLL

EIGIGU HOLDINGS CORPORATION)	Civil Action no. 2014 – 067
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Plaintiff)	
)	
-V-)	AFFIDAVIT OF EMLIN JORAN
)	
LEANDER LEANDER and LIJUN LEANDER,)	
)	
Defendants)	
)	

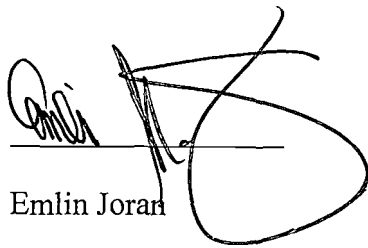
I, Emlin Joran, of Remejon Weto, Delap, Majuro, Marshall Islands, depose and state as follows:

1. I am one of the landowners for Remejon Weto, exercising the Alab and Senior Dri Jerbal titles on the portion of land which the Eastern Gateway property is leased, acting in fact for my mother Hilda Samuel;
2. That we, the landowners have entered into agreements to lease Re for the building of a hotel and we would like to see a hotel built on our land;
3. I understand that the Defendant Leander Leander has subleased the left-wing of the Eastern Gateway on Remejon Weto, with Robin Tsitsi;
4. Sometimes in 2012, we, the landowners agreed to terminate the 1990 lease due to none payment of the lease, and illegal activities and nuisances that are happening on properties and on our land;
5. It has been a common knowledge that illegal activities and nuisance are happening on the Eastern Gateway properties, and most times people come to me and told me why am I allowing prostitution and other illegal activities to happen on my land and that I have

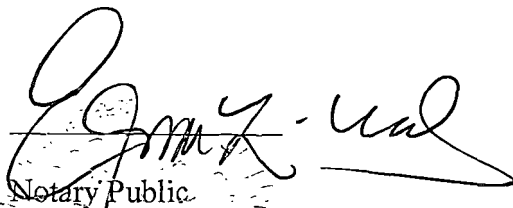
done nothing to stop it. It is very difficult and embarrassing to face these criticisms,
knowing that such illegal activities should not be happening on my land;

6. As landowners we could not enter to check the premises because the whole building is locked with rebars and have surveillance cameras;
7. The statements are true to the best of my knowledge.

Dated: September 21, 2018


Emlin Joran

Sworn and subscribed before me this 21st day of September, 2018


Notary Public

Elma L. Ned
Notary Public
Republic of the Marshall Islands
My commissions expires on the
16th day of Jan 2019

IN THE HIGH COURT
REPUBLIC OF THE MARSHALL ISLANDS
MAJURO ATOLL

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SEP 21 2018


ASST. CLERK OF COURTS
REPUBLIC OF THE MARSHALL ISLANDS

EIGIGU HOLDINGS CORPORATION) Civil Action no. 2014 – 067
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-V-) AFFIDAVIT OF YOLANDA
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LEANDER LEANDER and LIJUN LEANDER,)
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Defendants)
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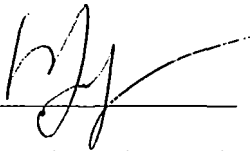
I, Yolanda Lodge-Ned, of Wotje Weto, Delap, Majuro, Marshall Islands, depose and state as follows:

1. I am one of the landowners for Wotje Weto, holding the Senior Dri Jerbal titles, and also acting in fact for my sister Barbara Lobju, Alab, for the portion of land which the Eastern Gateway property is leased;
2. As a landowner, I have been vocal about the leased and the Eastern Gateway properties since the leases were entered;
3. The landowners have entered into agreement to lease the land for the building of a hotel and we would like to see that the purposes for which the land was leased is to be fulfilled;
4. I have knowledge and involved in the termination of the 1990 lease due to none payments of the original lease, the illegal activities and nuisances that are happening on our land and on the properties, and for other reasons;
5. As landowners we were hoping to see a five-star hotel built on the land and not some kind of barricaded leased properties with rebars and surveillance cameras that does not

allow anyone to enter the premises, even as landowners and we could not ourselves entered the buildings;

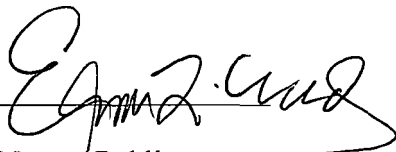
6. It has been a common knowledge that illegal activities and nuisance are happening on the Eastern Gateway properties, and some years ago, even when the Police attempted to raid and investigate to stop the illegal activities but they could not;
7. The statements are true to the best of my knowledge

Dated: September 21, 2018



Yolanda Lodge-Ned

Sworn and subscribed before me this 21st day of September, 2018


Notary Public