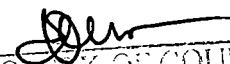


James McCaffrey, M.I. Adm. # 103
James@McCaffreyFirm.com

c/o THE MCCAFFREY FIRM, LTD.
RRE (BoMI) Bldg., 2nd Flr.
P.O. Box 509
Majuro, MH 96960, Marshall Islands
Tel: +692-625-6000

FILED

SEP 27 2018


ASST. CLERK OF COURTS
REPUBLIC OF THE MARSHALL ISLANDS

Attorney for Defendants

IN THE HIGH COURT
REPUBLIC OF THE MARSHALL ISLANDS

EIGIGU HOLDING CORPORATION,

Plaintiff,

vs.

LEANDER LEANDER and LIJUN LEANDER

Defendants

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

DEFENDANTS' OPPOSITION TO
PLAINTIFF'S 21 SEPTEMBER 2018
MOTION FOR LEAVE TO FILE
AMENDED COMPLAINT; TRIAL
EXHIBITS D-5, D-6, D7; and
CERTIFICATE OF SERVICE

Comes now Defendants, by and through their attorney James McCaffrey, and hereby Opposes the 11th hour motion of Plaintiff to amend its complaint. In addition to the unfairness and untimeliness of the motion, the Amended Complaint would fail because it fails to state a cause of action even if all of its allegations were true.

Thus, the Court should deny the subject motion and, pursuant to Defendants' motion of 21 September 2018, grant Summary Judgment in favor Leander Leander and Lijun Leander.

Background

Plaintiff has brought two motions for Summary Judgment. The first was on 12 November 2015 through its then attorney Gordon Benjamin. The second was nearly three years later on 29 June 2018. The Court denied both motions for summary judgment.

Neither motion mentioned alleged prostitution as grounds for the motions or termination of the Lease. Now, after losing those motions, and a series of rulings in related cases, and the discovery of dispositive sworn statements given by Plaintiff's directors, Plaintiff attempts once again to find an excuse to dishonor its Lease with Defendants.

Alleged Facts

Plaintiff alleges that prostitution is occurring at one of the subleases of Defendants¹ They offer in support of this allegation a transcript of an unsworn interview of a woman taken on an unknown date. It is filled with leading questions of Plaintiff's then attorney and prompting by "another person." They offer the Affidavit of James Keppa and Jamaica Adeang, Nauruan citizens who at the request of an unnamed director of Plaintiff attempt to investigate and solicit prostitution at the Eastern Gateway (or perhaps paid companionship without sex). This amusing Keystone Cops 'investigation' took place in late 2014 after the filing of this litigation.

The 21 September 2018 Affidavits of Emlain Joran (Samuel) and Yolanda Lodge-Ned are without personal knowledge. They both identically state "It has been a [sic] common knowledge that illegal activities and nuisance are happening on the Eastern Gateway properties..."

The alleged facts are suspect, given by interested parties, and in some cases without personal knowledge. However, as shown below, the alleged facts are irrelevant to the current litigation.

The Earlier Leases required Notice of Alleged Defaults and Opportunity to Cure

The 14 April 2001 Sublease between the Parties for the 2nd Floor of the Eastern Gateway Hotel provided:

¹ Defendants have subleased various portions of their leased property to various tenants.

“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 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) the 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.”
- See Defendant Trial Exhibit D-5 attached.

The 25 September 2002 agreement between the parties has a nearly identical provision in paragraph 23, see Defendant Trial Exhibit D-6 attached.

Examining the proposed amendments to the Complaint, Plaintiff does not allege that:

- 1) it provided Notice of Default; and
- 2) Defendants failed to cure a noticed Alleged Default.

The current 2010 Lease has limited grounds for Termination

The 9 July 2010 “Lease Agreement for Extension and Revision of a Portion of Eastern Gateway Hotel Building and Surrounding Premises” does not contain a Default clause. It contains a very limited termination clause in paragraph 23, see Defendant Trial Exhibit D-7 attached:

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

The reasons for this change from the earlier leases has never been briefed. As the lease was paid in full and in advance there is no need for a rent default provision. As the grounds for termination have been limited to voluntary actions by the Lessee (vacates, surrenders and abandons)

there is no need for a procedure of notice of default and cure because a breach of other clauses no longer rises to the level of Default of the lease.

In any event, equity abhors forfeiture. By court-made law and statute other Anglo-American jurisdictions require a notice of breach of lease and a *reasonable* opportunity to cure.

Assuming for the sake of argument that future illegal activity might be engaged in by one of the Subleases of Leander Leander – and if Plaintiff can find some supportable argument that it constitutes a material breach of the Lease – Plaintiff could give notice to Leander Leander and demand that he cure such activity by one of his subleases or that Plaintiff would bring a new action.

Conclusion

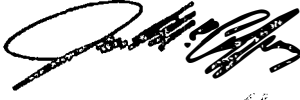
It is inequitable and unfair to Defendants to allow Plaintiffs – who never mentioned prostitution as grounds for terminating the underlying lease and its amendments in two (2) motions for Summary Judgment – to now raise this issue within weeks of trial.

Plaintiffs never gave Defendants notice of the alleged defaults nor do they plead such notice now. Plaintiff does not allege that Defendants failed to cure a noticed Alleged Default.

Plaintiff's proposed Amended Complaint, if allowed, fails because they did not plead notice to Defendants and lack of cure. Without such notice and non-cure the lease can not be terminated.

Thus, the proposed amendments to Plaintiff's complaint are futile and should not be allowed. The Court should deny the subject motion and, pursuant to Defendants' motion of 21 September 2018, grant Summary Judgment in favor Leander Leander and Lijun Leander.

Dated: 26 September 2018
Baja California

By: 
James McCaffrey, Attorney for Defendants

Digitally signed by James McCaffrey
DN: cn=James McCaffrey,
o=McCaffrey Firm, ou,
email=James@McCaffreyFirm.com,
c=MH
Date: 2018.09.26 17:46:03 -07'00'

EXHIBIT 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.

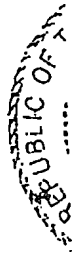
Section 3. **Payment**

(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



Land Registration Authority
Instrument: 2345
Page 1 of 7
Recorded on : 02:17 PM 23-Nov-08

Registrar



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.

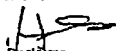
- 7. Utilities and Taxes.** Lessee may install any utility services on the premises that it desires. Lessee shall fully and promptly pay for all electricity, telephone service and other public utilities of every kind furnished to the premises throughout the term hereof, and all other costs and expenses, 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.

Land Registration Authority

Instrument : 2345

Page 2 of 7

Recorded on : 02:17 PM 23-Nov-09


Registrar

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.

Land Registration Authority
Instrument : 2345
Page 3 of 7
Recorded on : 02:17 PM 23-Nov-09


Registrar

(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

Land Registration Authority
Instrument : 2345
Page 4 of 7
Recorded on : 02:17 PM 23-Nov-09


Registrar

- (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

Land Registration Authority

Instrument : 2345

Page 5 of 7

Recorded on : 02:17 PM 23-Nov-09


Registrar

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.

Land Registration Authority
 Instrument : 2345
 Page 6 of 7
 Recorded on : 02:17 PM 23-Nov-09



Registrar

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.

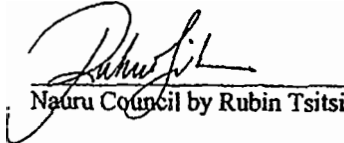
In witness whereof, the parties hereto have signed this **AGREEMENT OF SUB-LEASE** in 14th April, 2001, on the dates shown with respect to each of the signatures below.


Nauru Council:

Lessee:

Dated: 14th April, 2001.

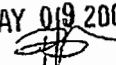
Dated: 14th April, 2001.


Nauru Council by Rubin Tsitsi

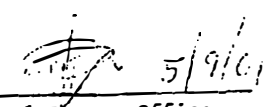

Leander Leander & Lijun Leander

FILED

MAY 09 2001


ASST. CLERK OF COURTS
REPUBLIC OF MARSHALL ISLANDS

True Copy Certified

 5/9/01
Clerk of Courts Office

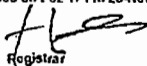
Original Retained by Leander Leander & Lijun Leander

Land Registration Authority

Instrument: 2345

Page 7 of 7

Recorded on: 02:17 PM 23-Nov-09


Registrar

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:

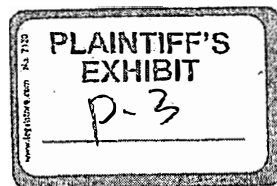
- A. The parties desire to extend the lease and to revise its terms. The parties have executed this AGREEMENT FOR EXTENSION AND REVISION OF LEASE to continue the lease without interruption and supersedes the lease agreements entered in 2001, also those old lease in 2001 and this new lease from 2002 to 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:

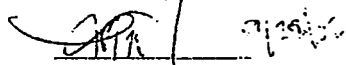
Nauru Council
Delap Village
Box 106
Majuro, MH 96960


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


Leander Leander


Lijun Leander

Lessor:
Dated, September 28, 2002

 9/28/02
Nauru Council by Ruben Tsitsi

... 28th September, 02


Gateway From 2002 - 2040

copy

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

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

THIS LEASE AGREEMENT (hereinafter referred to as this "Lease") is duly made and entered on July 09, 2010, between the two Parties so named in this Agreement, **Leander Leander Jr & Li Jun Leander**, owners of **MAJIMAP 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

Page 1 of 13

Recorded on 03:42 PM 09-Jul-10

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.

Land Registration Authority

Instrument : 4010

Page 2 of 13

Recorded on 03/12 PM 09-Jul-10

2 Apr 2018 Exhibits- Defendants' Response to Request for Production

Registrar

Page 44 of 85

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 Weto, including the Lessor, upon the full payment of the \$271,000.00 at anytime throughout this Lease. The Lessor shall responsible for any payment to the Landowners throughout this Lease.

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

(a) The Lessor warrants that, the Lessee shall be granted peaceable and quiet 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.

Land Registration Authority

Instrument : 4010

Page : 3 of 13

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

Registrar

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.

Instrument : 4010
 Page 4 of 13
 Recorded on : 03:42 PM 09-Jul-10

- (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.

Land Registration Authority
Instrument : 4010
Page 5 of 13
Recorded on 03:42 PM 09-Jul-10
Registrar

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

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

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

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

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

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

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

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

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

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

Land Registration Authority

Instrument : 4010

Page 6 of 13

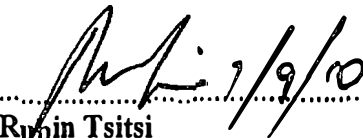
Recorded on : 03:42 PM 09-Jul-10

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.

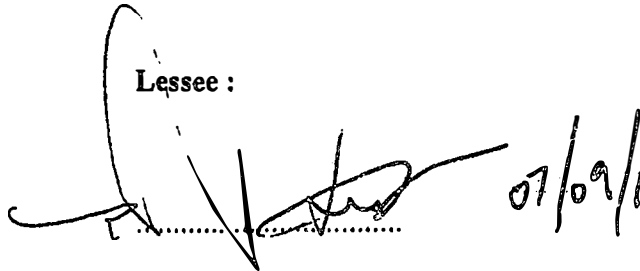
SECTION 30. Time is of the Essence. Time is expressly declared to be the essence in all provisions of this Lease.

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 :

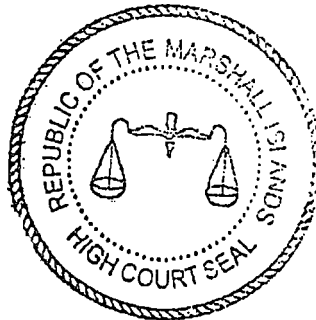

.....
Rubin Tsitsi
Authorized Representative
Dated :

Lessee :


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

Sworn and subscribed before me :


.....
Notary Public



Land Registration Authority

Instrument : 4010

Page 7 of 13

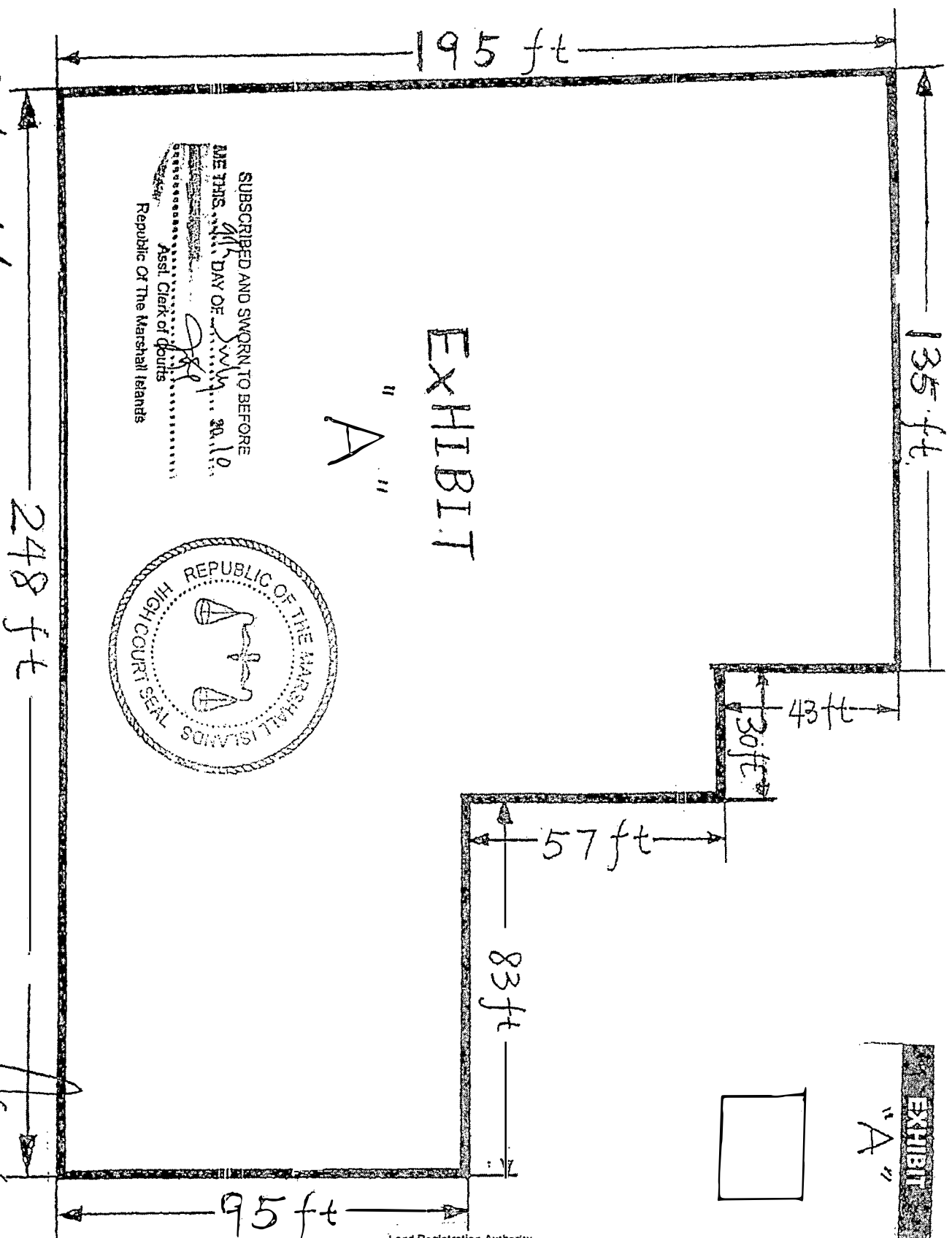
Recorded on : 03:42 PM 09-Jul-10



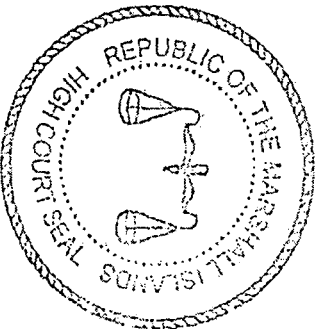
Publi 2/9/10

MAIN PUBLIC HIGHWAY

07/09/10



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



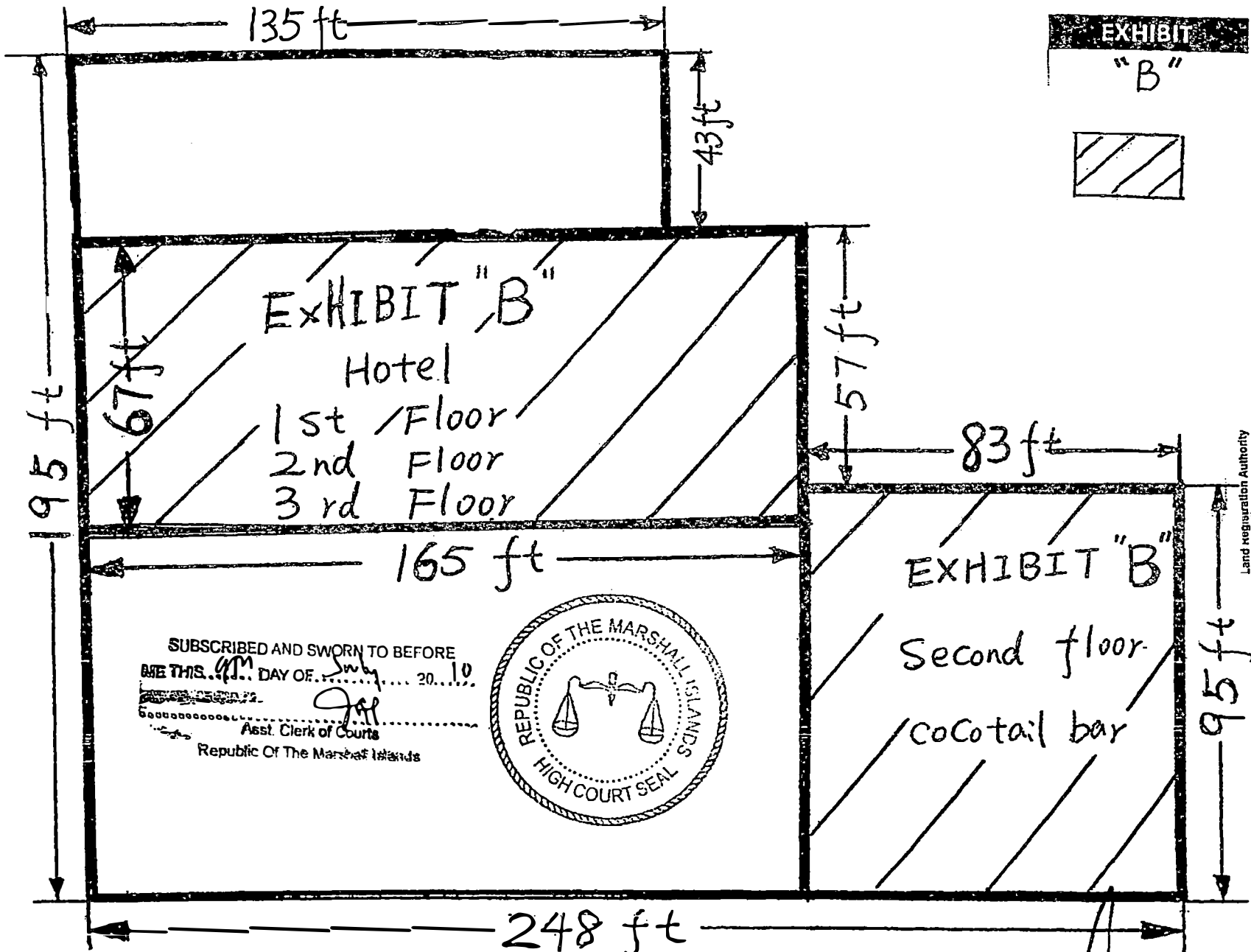
Land Registration Authority

Instrument : 4C10

Page B of 13

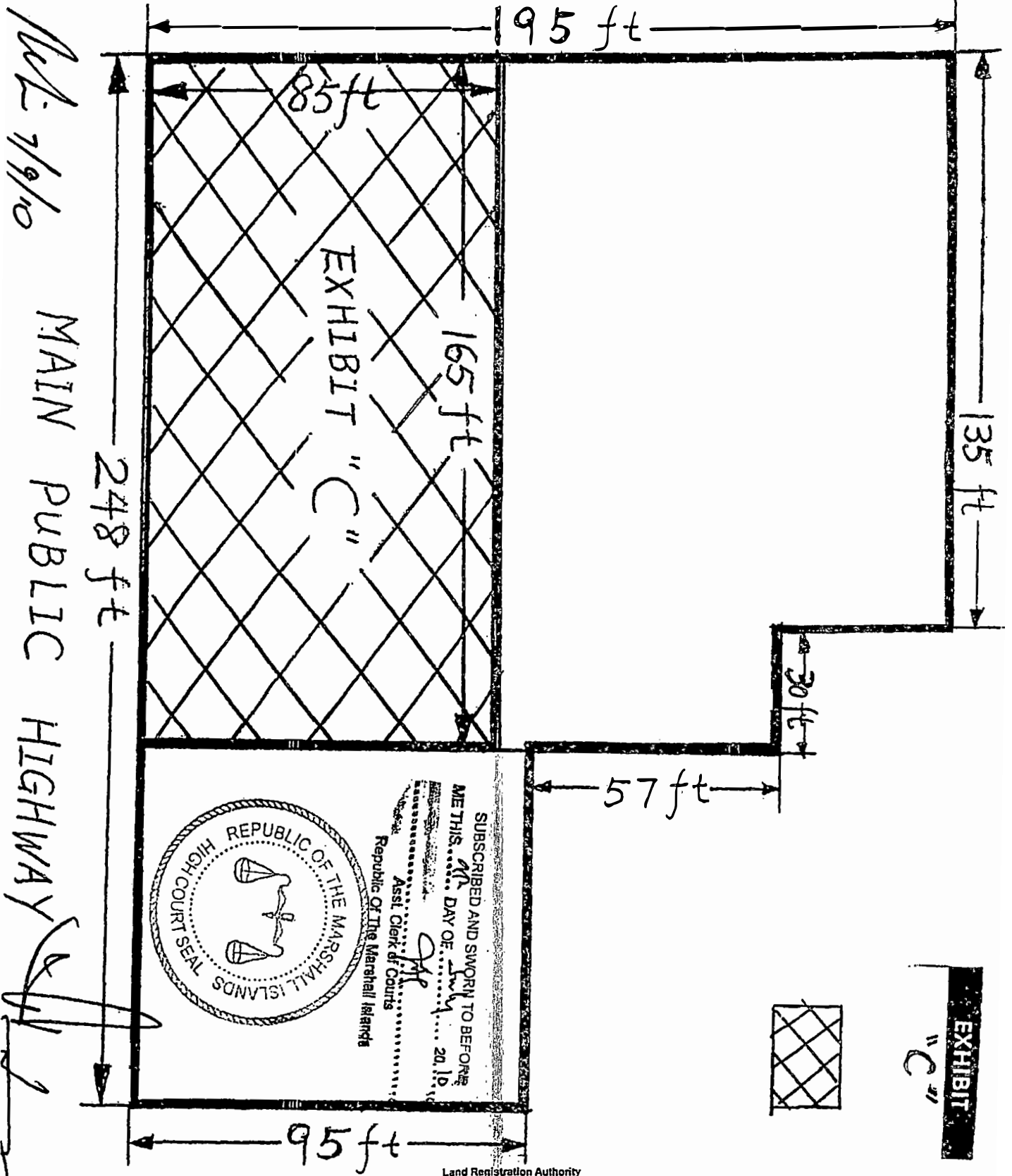
Recorded on 03:42 PM 09-Jul-10

Registrar



At: 7/9/10 MAIN PUBLIC HIGHWAY 07/09

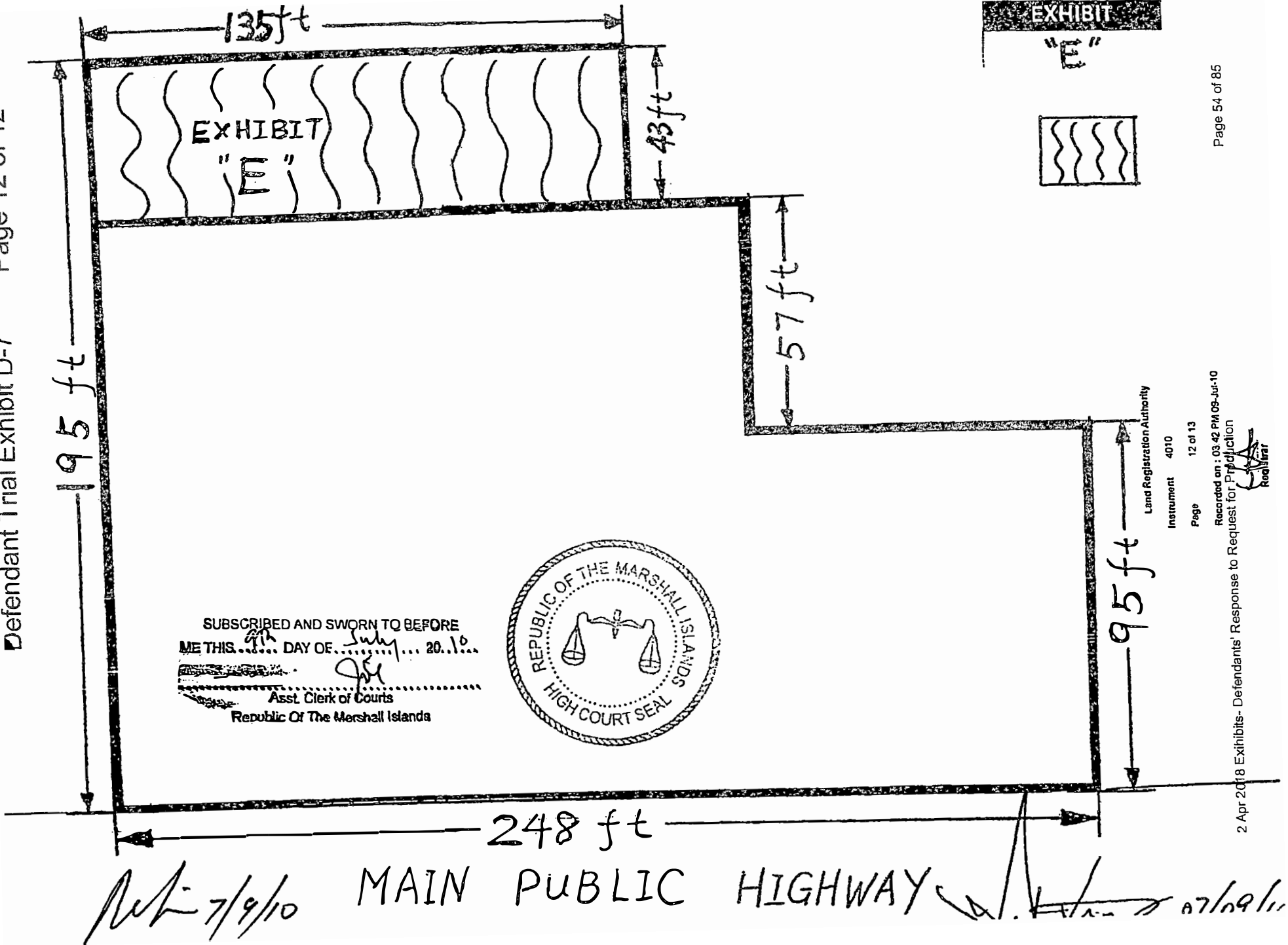
Land registration Authority Instrument: 4010



SUBSCRIBED AND SWORN TO BEFORE ME THIS 09 DAY OF July 2010
 Republic Of The Marshall Islands
 Asst. Clerk of Courts

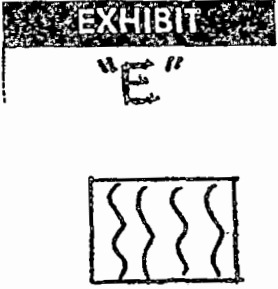
Land Registration Authority
 Instrument : 4010
 Page : 10 of 13
 Recorded on : 03.42 PM 09-Jul-10
 Registrar

Vol. 7/9/10
 MAIN PUBLIC HIGHWAY



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
 Page 12 of 13

Recorded on : 03:42 PM 09-Jun-10
 2 Apr 2018 Exhibits- Defendants' Response to Request for Production
 Registrar

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

METHOD OF FILING

The foregoing

DEFENDANTS' OPPOSITION TO PLAINTIFF'S 21 SEPTEMBER 2018 MOTION FOR
LEAVE TO FILE AMENDED COMPLAINT; TRIAL EXHIBITS D-5, D-6, D7

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

CERTIFICATE OF SERVICE

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

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

Divine F. Waiti
Attorney at Law
Marsol Lawyers & Consultants
P O Box 3897, MH 96960
Ace One Stop, Delap - 2nd Floor
www.marsollawyers.com

Counsel for Plaintiff EIGIGU HOLDINGS CORP.

djwaiti@gmail.com

Dated: 26 September 2018
Baja California

/s/ James McCaffrey
JAMES McCAFFREY
Attorney for Defendants LEANDER