

**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 25<sup>th</sup>, 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 25<sup>th</sup> day of September, 2002, and ending on the 24<sup>th</sup> day of September, 2027, and it will continue for another term of eight years, without any notice. form 24<sup>th</sup> day of September 2027 and will end on 24<sup>th</sup> 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:

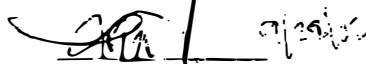
Nauru Council  
Delap Village  
Box 106  
Majuro, MH 96960

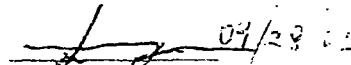
Leander Leander & Lijun Leander  
Delap Village  
Box 1342  
Majuro, MH 96960

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 25<sup>th</sup>, 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

  
Nauru Council by Ruben Tsitsi

... 28<sup>th</sup> September, 02  
J. Dent