

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; and

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 "Lessee" 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 Iroij 33.3% of the total quarterly rental payment; the Alap and Senior Dri-Jerbal of Remejon Weto 20.3% each of the total quarterly rental payment; and the Alap and Senior Dri-Jerbal of Wotje Weto 13% each of the total quarterly rental payment; or as otherwise directed by the particular Landowners. 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.

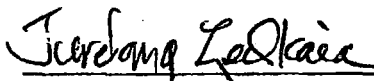
8. A new SECTION 30 is added to the Original Lease to read as follows:

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



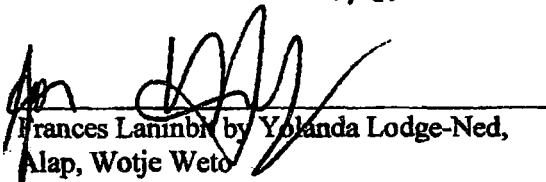
Jurelang Zeqkaia, Iroj
Remejon and Wotje Wetos

Dated: November 24, 2013.



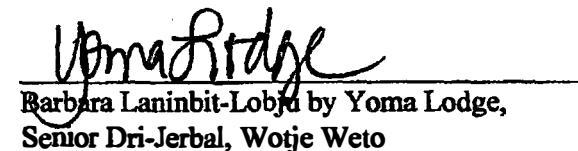
Hilda Samuel by Emilin M. Joran
Alap and Senior Dri-Jerbal, Remejon Weto

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:

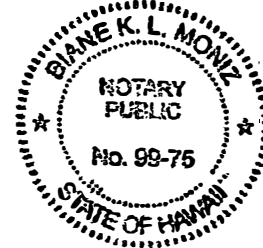
Execute any and all required documents for my Alap right, title, and interest, including a Ground Lease Agreement and other powers of attorney concerning collection and distribution of the damages and/or rental proceeds relating to the Wotje premises.

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

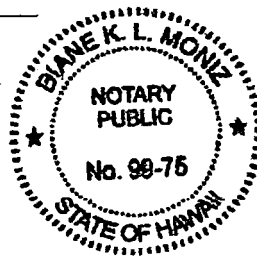


Subscribed and sworn to before me on November 22nd, 2013.

Biane K. L. Moniz

Doc. No. 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 Yorna 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.

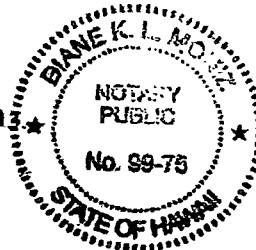
I, Barbara Laninbit-Lobju, the Principal, sign my name to this Power of Attorney this November 26, 2013, and being first duly sworn, do declare to the undersigned notary that I sign and execute this instrument as my Power of Attorney and that I sign it willingly, that I execute it as my free and voluntary 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 undue influence.

Barbara Laninbit-Lobju

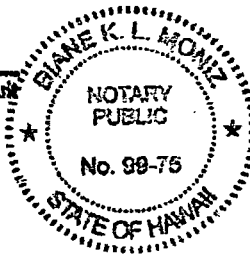
Barbara Laninbit-Lobju

Subscribed and sworn to before me on November 24, 2013

Diane K. L. Moniz



Doc. Date: Nov 24, 2013 Pages 1
Notary Public: Diane K. L. Moniz Third Circuit
Doc. Des. Section: 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
1st 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: 3 Date of Doc. APR 07 2010

[Signature] APR 07 2010
Notary Signature Date