LEASE AGREEMENT.

This Lease Agreement is made this 1st April, 2014.

BETWEEN

The Ministry of Information and Broadcasting , Government of the Republic of South Sudan Juba represented by George Garang Deng, Undersecretary, Ministry of Information and Broadcasting (hereinafter the "Lessor of which expression shall, where the context so admits, include the successors thereof) as the land lord.

ABC CO. LTD, a private company registered operating in the Republic of South Sudan Juba with registered No. 11404 dated 14th of September, 2011 represented by the General Manager Liu Guanghua holder of Chinese passport No. G49648407 (hereinafter the "Lessee" the second part which expression shall, where the context so admits, include the heirs, executors, successors and assignees.

WITNESS AS FOLLOWS:

- 1. TERM AND RENT.
 - The Lessor hereby leases to the lessee the land located at Plot No. 136, Block Gonya area, (size:19,414,6956 square meters) in Juba, South Sudan, by mutual consent of the parties, (hereinafter referred to as the "Demised Premises").
 - (b) The present lease is granted and accepted for term of twenty (20) years (the "Initial Term") commencing on 1st January, 2015, and terminating on 31st
- (c) The parties agreed that the period from (1st April, 2014-31st December 2014) should be considered as a period for the Tenant to take over the property and start preparation for construction on the land while the agreed rent payment shall be paid on monthly basis.
 - (d) Provided that the Lessee is not in breach of any of its obligation under this Lease Agreement at the relevant time, the Lessee shall be entitled to renew the Lease on the same terms and conditions as the present Lease, provided that each Party will have a right to negotiate the rental rate. The renewal of the Lease is to be exercised separately by the Lessee giving written notice to the Lessor of its intention to renew not less than ninety (90) days prior to the expiry of the Lease period.





- (e) The rent is twenty five thousand United States Dollars (US\$25,000) per month payable in United states Dollars
- (f) The monthly rent shall be increased by 15% of the Initial rent amount of USD 25,000 in the beginning of the 11th years of the Lease (i.e. 1st January, 2025) throughout the Lease period.
- (g) The rent shall be payable yearly in advance, by way of wire transfer to the bank Account designated by the Lessor, Payment of the rent shall be deemed to have been made on execution by Lessee's bank of Lessee's instructions to transfer the rent to Lessor's designated bank Account.
- (h) The Lessor shall provide the lessee assurances that the payment of the rent as aforesaid is not inconsistent with any of the laws and regulations of the Republic of South Sudan, and shall hold the Lessee harmless from and against any fines or penalties that may be imposed in the event of their contravention.

2. THE LESSEE COVENANTS WITH THE LESSOR AS FOLLOWS:

- (a) To use parties Demised Premises for construction of a hotel building (Ground + three) comprising not less than two hundred (200) rooms designated for commercial purposes.
- (b) The parties agree that the landlord shall provide an engineer that shall have access to the construction design and on site visits after giving sufficient notice; to that effect the Tenant shall take into consideration the technical opinion provided by the landlord's engineer during the construction period, whenever possible.
- (c) To return the Demised Premises and fixed structure at the termination of the Lease in good condition with the expected wear and tear. However, the Lessee shall not be liable for any loss or damage occasioned by aging, normal wear and tear, or force majeure.
- (d) To pay for all utilities and services, including water, electricity, gas and telephone consumed or used by the lessee in relation to the Demised Premises.
- (e) Following reasonable notice by the Lessor, to permit the Lessor or his agent(s) to occupy not more than five hotel rooms free of charge.



3. THE LESSOR COVENANTS WITH THE LESSEE AS FOLLOWS:

- (a) To deliver the Demised Premises in a condition appropriate for the purpose of this Lease agreement.
- (b) To pay all taxes, stamp duties, site rates and any other charges that may be levied against the Demised Premises or with respect to the income generated in relation to the Demised Premises
- (c) To comply with all legal formalities necessary for the validity of the present lease and to register this lease Agreement with the appropriate authorities to the extent required by law, the whole at Lessor's expense
- (d) To comply with all legal obligations imposed by the authorities having jurisdiction with respect to the Demised Premises
- (e) To permit the Lessee to quietly possess and enjoy the Demised Premises throughout the duration of this Lease without any interference by the Lessor or any person claiming from or under the Lessor. The lessor warrants that he is fully possessed of the Demised Premises and is able to make this Lease Agreement, and agrees to hold the Lessee free and harmless of and from any third party demands, claims, action or proceedings in relation to the Demised Premises

PROVIDED ALWAYS, AND IT IS HEREBY AGREED, DECLARED AND ACKNOWLEDGED, THAT:

- (a) Any equipment, or moveable property placed in or on the Demised Premises by the Lessee shall remain the property of Lessee, who shall have the right to remove such property from the Demised Premises on or before the termination of this Lease Agreement.
- (b) The Lessee shall have the right at any time to assign this Lease Agreement or to sublet the whole or any part of the Demised Premises, subject to the prior consent of the Lessor, which consent shall not be unreasonable withheld. Any assignee of this lease Agreement or any sub Lessee's obligations under this Lease Agreement. In the event of assignment, the Lessee shall be released from all further liability to Lessor under this Lease Agreement. In the event of sublease of all or part of the Demised Premises, the Lessee shall continue to remain responsible to the Lessor for the due performance of all the terms, covenants and conditions of this Lease Agreement.





- (c) No party shall be deemed to be in breach of this Agreement or otherwise liable to the other party by reason of any delay or non-performance of any of its obligations hereunder to the extent that such delay or nonperformance is due to force majeure of which it has notified the other Party. If the force majeure in question prevails or continues for a period in excess of three months, the Parties shall enter into bona fide discussions upon such alternative arrangement as may be fair and reasonable.
- (d) Any dispute arising in connection with this Lease Agreement shall be settled by the mutual agreement of the parties. In the event the parties are unable to reach agreement, the dispute shall be submitted to arbitration in which event each party shall appoint one arbitrator and the two arbitrators so appointed shall mutually agree on the appointment of a third arbitrator. The parties agree that the venue for the arbitration shall be the Republic of South Sudan, that the laws of the Republic of South Sudan shall apply to the substantive issues in dispute, that the arbitration shall be conducted in English language.

IN WITNESS WHEREOF the parties hereto have signed this lease Agreement on the respective dates set forth below each party retaining one copy.

THE LESSOR:

George Garang Dept

Undersecretary MI&B/RSS/Juba

WITNESS

THE LESSEE:

Li Guanghua General Manager

ABC Company Light

2. Ma Jugin