

# WINER & MEHEULA

ATTORNEYS AT LAW

A PARTNERSHIP INCLUDING LAW CORPORATIONS  
ANDREW S. WINER\* VLADIMIR P. DEVENS  
WILLIAM K. MEHEULA\* GLENN T. HONDA, JR.  
STEVEN T. BRITTAIN DAVID F. FASI†

BULK FILE

February 17, 1997

Anne A. Weissenborn, Esq.  
Federal Election Commission  
Washington D.C. 20463

RECEIVED  
FEDERAL ELECTION  
COMMISSION  
OFFICE OF GENERAL  
COUNSEL

FEB 24 10 33 AM '97

RE: MUR 4594

Dear Ms. Weissenborn:

Please find enclosed the response to interrogatories signed by Frank F. Fasi on behalf of himself and Friends For Fasi. Also, please find enclosed copies of all responsive documents which have been located thus far. Most if not all of the pre-1990 files and documents were discarded long ago. Much more of the post-1990 files were thrown away when Mr. Fasi vacated the Cultural Plaza premises in October and November of 1996, before this matter was brought to the attention of Mr. Fasi. Because there are some boxes of files still to be examined, we of course will forward to you any other documentation that is responsive to your request.

Please keep in mind that Mr. Fasi entered into the original lease in 1981 for a private office and storage facility in his individual capacity when he was neither a public official nor a candidate for public office. There has never been a signed and executed lease between Friends For Fasi and the Chinese Cultural Plaza. Mr. Fasi simply allowed Friends For Fasi to use a portion of his private office and storage space during subsequent campaigns for two to four month periods in 1982, 1984, 1988, 1992, 1994 and 1996. The FEC has absolutely no jurisdiction over a lease signed between Mr. Fasi, in his individual capacity, and a private landlord, foreign or otherwise. By submitting the enclosed responses, Mr. Fasi does not in any way waive his defenses of lack of jurisdiction and lack of standing by the FEC. In a state where many of the most recent major candidates' campaign committees received reduced or free rent from foreign landlords, you are simply barking up the wrong tree.

I would also like to request the identity of the party who made the allegations against Friends For Fasi, which I believe is our right. It is extremely troubling that two articles have already been published in the Hawaii media about these unsubstantiated allegations. I am enclosing one of the articles which was printed in the January issue of Honolulu Magazine, which means that they were sent copies of the complaint sometime in November or December of 1996. I believe an investigation is warranted into how the media got hold of a complaint which Lee Ann Elliot stated in her letter of December 6, 1996 "will remain confidential..." My clients have been irreparably harmed because of this illegal "leak" to the media. We understand that the Honolulu Weekly newspaper also reported on this complaint in December of 1996 but were unable to obtain a copy of the issue.

Anne A. Weissenborn, Esq.

Page 2

February 17, 1997

Please call me if you have any questions.

Very truly yours,

A handwritten signature in cursive script that reads "David F. Fasi".

David F. Fasi  
Attorney for Frank F. Fasi  
and Friends For Fasi

Enclosures

21.04.1402.4374

## **INTERROGATORIES**

1. State whether Friends for Fasi ("the Fasi committee"), Frank Fasi or another entity associated with Frank Fasi has leased space for the use of Friends for Fasi in the Chinatown Cultural Plaza Shopping Center ("Cultural Plaza").

a. If yes, identify the lease.

Mr. Fasi does not recall ever signing a lease between 1987 to the present.

b. State the date of the initial lease agreement entered into by Friends for Fasi, or another lessee identified above, with regard to space in Cultural Plaza.

Mr. Fasi personally entered into a lease in 1981.

c. Specify the time frames for the initial lease arrangement and for any subsequent renewals.

Mr. Fasi does not recall.

d. State whether Friends for Fasi, or another entity associated with Frank Fasi is at present a lessee of space in Cultural Plaza. If no, state the date that lessee vacated the premises.

Mr. Fasi vacated the premises in November 1996.

2. Identify the owner(s) of Cultural Plaza and state the basis for this assertion.

It is believed that the Cultural Plaza is owned by an American-based corporation with Taiwanese ownership, Longevity International, but that it is managed by a group of local Hawaii businessmen and, since 1994, Taiwanese officials.

3. Identify the recipient of all rental payments made under the lease for space in Cultural Plaza (e.g. any management company).

Longevity International Enterprises Corp.

21-04402-1335

- 21-04-492-436
4. Identify the entity with which Friends for Fasi, or another lessee identified in answer to Interrogatory 1, entered into the initial lease agreement for the use of space in Cultural Plaza. In addition, identify the individuals representing both parties to the agreement who were involved in the negotiations or discussions leading up to the initial lease agreement.

Mr. Fasi, in his individual capacity, entered into a lease with the Cultural Plaza. Mr. Fasi does not remember the individual who represented the Cultural Plaza in the transaction.

5. Provide an explanation of the sequence of events and the factors which led to the decision to place the office of Friends of Fasi in Cultural Plaza, including the manner in which the Fasi committee or its agent or representative learned that space was available (e.g. through a rental agency, through personal contacts, etc.).

After losing his bid for a fourth four-year term as Mayor of Honolulu in late 1980, Mr. Fasi needed a small space for a personal office and to store his files and other belongings accumulated from over twenty years of campaigning for, and holding, elective office in Hawaii. There is no recollection of who from the Cultural Center contacted Mr. Fasi. Mr. Fasi does recall that there was a lot of empty space in the run-down building, which was located in a much less desirable part of downtown. Since the space was going to be used mainly for storage and would be very seldomly used as an office, the fact that the location was in a more dangerous part of downtown and that the space itself needed much work was overlooked.

6. State whether it is correct that the initial lease agreement with regard to space leased by or for the use of Friends for Fasi in Cultural Plaza involved 2,700 square feet at \$800 per month. If no, state the actual terms of the agreement, including the amount of space and the rental charge per month.

The initial lease agreement was for the use of Frank Fasi, in his individual capacity. Mr. Fasi was neither an elected official nor a candidate for public office at the time. Mr. Fasi cannot recollect the initial terms but believes it was \$800 per month for the space. The space was empty, unrented and unimproved. As part of the terms of the lease Mr. Fasi was to incur all expenses associated with building out the space, including building walls to partition the open space, and installing carpeting and wall coverings, constructing the kitchen and installing all plumbing and the tile flooring therein, installing of door to toilets thru concrete block wall, installing all electrical boxes and outlets, installing own locks with keys, installing telephone lines/box and cable lines, tinting the windows that surround the office, installing drapery, replacing all fluorescent lights, and

6. (continuation)

making other such improvements. Mr. Fasi was also responsible for maintaining the air conditioning units at his sole expense, which underwent at least several expensive repairs over the years. These expenses over the years are conservatively estimated at \$50,000 in 1981 dollars, most of it incurred at the front-end of the lease.

7. State whether there have been any revisions, modifications, or amendments of the lease agreement regarding space used by Friends for Fasi in Cultural Plaza since the initial agreement was signed.

- a. If yes, please specify the nature and date(s) of such revisions, modifications or amendments.

Mr. Fasi orally agreed to pay \$2,500 per month from April to June 1996 with the understanding that a written lease would be negotiated and paid amounts would be deducted from the new lease rent amounts if and when the new lease was signed and executed. Mr. Fasi then agreed to pay \$3,500 from July to September under the same understanding until it became apparent that a new agreement could not be reached between the parties. Therefore, there was never any executed revision, modification nor amendment executed.

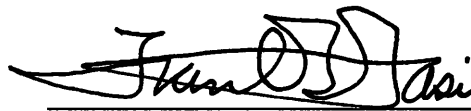
- b. If yes, identify the parties to any new agreements and the individuals representing both parties who were involved in the negotiations or discussions leading up to such revisions, modifications or amendments of the initial lease.

N.A.

VERIFICATION

STATE OF HAWAII       )  
                                  )  
COUNTY OF HONOLULU )   SS.

FRANK F. FASI, being first duly sworn on oath, deposes and states that the answers to the foregoing interrogatories are true to the best of his knowledge and belief.



FRANK F. FASI

Subscribed and sworn to before me this  
16th day of February, 1997.



NOTARY PUBLIC, STATE OF HAWAII

My commission expires on: 3.14.99

21-04-402-4379

# Honolulu

Sour Poi Awards • Drowning for Dollars • Personal Finance • January 1997 • \$2.95

ISLANDERS OF THE YEAR

Alana  
Dung

and  
30,000  
others

**AND**

*Hawai'i's* Best  
Restaurants



\*\*\*\*\*  
DWM16096734  
ANDREW WIMER  
1160 KOOHOO PL  
KAILUA HI 96734-3275  
01705979L5  
SJR-RT SORJ 6-040

## Scoops

### Sanitized for Their Protection

It's not unusual for a publication to edit letters to the editor for length or clarity. But when prosecuting attorney Keith Kaneshiro responded to an editorial by the *Honolulu Star-Bulletin* that criticized his office for not prosecuting the infamous 'Ōlelo obscenity case, the *Star-Bulletin* excised more than 100 words out of his letter to the editor—all the ones critical of the *Star-Bulletin*. Among Kaneshiro's deleted phrases: "Once in a while the *Star-Bulletin* publishes an editorial that is so irresponsible that it compels a lengthy rebuttal to set the record straight. The *Star-Bulletin* believes that graphic sex scenes on public access television is all that is needed to prosecute for pornography. The *Star-Bulletin* is wrong." After explaining why, under the law, his office could not prosecute 'Ōlelo, Kaneshiro concluded, "It is not only ironic but hypocritical for the *Star-Bulletin* to piously defend the First Amendment on the one hand, yet demand that government arbitrarily censor the First Amendment when there is insufficient evidence to prosecute." This was also cut from his letter.



Red Flea



### Low-Rent Politics

After nearly 20 years, the Frank Fasi campaign headquarters is beating a hasty retreat from its haunt at the Chinese Cultural Plaza. Why? After years of paying a remarkably low \$800 a month for the approximately 2,500-square-foot space, it suddenly had to cough up more than triple the rent. According to reports filed with the Campaign Spending Commission, the Fasi camp paid Longevity International Enterprises Inc., a Taiwanese business, \$800 a month for the space through March 1996. This works out to about 30 cents per square foot, while other tenants were paying \$1.20 to \$1.50 per square foot. But in April, Fasi's rent leaped to \$2,500. The same for May, then \$1,666 in June, and \$3,500 in July and August. All of this has attracted the attention of the Campaign Spending Commission, which is looking into why in the past Fasi got such a good deal. "This should have been listed as a non-monetary contribution, but it was never declared as such," notes Robert Watada, Campaign Spending Commission executive director. But this may not be Fasi's only problem. If the commission formally determines that the discounted rent was an in-kind campaign contribution from his Taiwanese landlords, Fasi may have violated federal campaign laws prohibiting contributions from foreign nationals.

### Conventional Appetites

The new Hawai'i Convention Center is making some heavyweight restaurateurs hungry. They want some of that free-flowing expense account cash the center is supposed to attract. Scouting out locations near the center are Wolfgang Puck (Spago in Los Angeles Postrio in San Francisco, his face on frozen pizza everywhere) and also a partnership made up of Shep Gordon (Grand Chefs on Tour), superchef Nobuyuki Matsuhisa (Nobu in New York, Matsuhisa in Los Angeles, rave everywhere) and Roy Yamaguchi (who's now a national figure). Look for some culinary fireworks a few months after the convention center is due to open in fall '98.

### PICK OF THE MONTH

#### Virtual Fleality

For poetry fans, take note, this CD is for you. Poet and musician Red Flea has teamed up with musician and producer H. Doug Matsuoka to produce *Virtual Fleality*, nearly an hour of original music and spoken verse, packaged with a chapbook of poems. The music is jazzy and catchy, the poetry subversively funny. Available in Honolulu Book Shops, Hungry Ear Records and the Meeting Place Café, or order by mail by sending \$15 including shipping and handling to 'Elepaio Press, 45-417 Pailaka Place, Kane'ohe, Hawai'i 96744.



# 松鶴國際企業公司

LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

dba CHINATOWN CULTURAL PLAZA

October 2, 1996

Mr. Frank F. Fasi  
Suite 203, 100 N. Beretania  
Honolulu, Hawaii - 96817


Dear Mr. Fasi:

This is to acknowledge receipt of your letter dated October 1, 1996 informing us you decided to vacate the premises on October 31, 1996.

On behalf of this company, I would like to thank you for giving us the opportunity to serve you over the past years. Our friendship will always be treasured and remembered.

Wish you all the best in your future endeavors!

Sincerely,

  
REX FA  
General Manager

# JERVIS WINER & MEHEULA

ATTORNEYS AT LAW

GERARD A. JERVIS •  
ANDREW S. WINER  
WILLIAM MEHEULA

STEVEN H. ADEN  
GLENN T. HONDA, JR.  
VLADIMIR DEVENS

PALI PALMS PLAZA  
970 NORTH KALAHED AVENUE  
SUITE A-300  
KAILUA, HAWAII 96734

TELEPHONE 254-5855  
FAX 254-6872  
& 254-2324

DAVID F. FASI •  
• OF COUNSEL

July 26, 1996

Mr. Larry Chang  
Sales Operation Manager  
Longevity International Enterprises Corporation  
100 North Beretania Street, Suite 304  
Honolulu, Hawaii 96817

## RE: Rent Payment for June 1996, Friends for Fasi

Dear Mr. Chang:

I am the attorney for Friends for Fasi. Your secretary Maybelle phoned to ask Friends for Fasi how it arrived at the amount paid in rent for June. Friends for Fasi also received your letter dated July 10, 1996.

During the entire month of June Friends for Fasi was not utilizing the whole space since we had agreed to lease only part of it for \$2,500.00 (Two Thousand Five Hundred U. S. Dollars). Friends for Fasi had physically moved their items to make room for the planned wall. Also, you had begun showing the area to prospective renters. Since Friends for Fasi used only part of the space in June, it should not have to pay for the unused portion.

Futhermore, and most important, for twenty-two (22) days Friends for Fasi was unable to operate as a normal business due to the air conditioning being down. The heat was simply unbearable and the office had to be closed during this time. Pursuant to section 18.05 of your standard lease, "the fixed minimum rent shall be abated proportionately during any period in which, by reason of any damage or destruction, there is a substantial interference with the operation of business of Tenant in the demised premises, having regard to the extent to which Tenant may be required to discontinue its business in the demised premises, and such abatement shall continue for the period commencing with such destruction or damage and ending with the completion by the Landlord of such work or repair and/or reconstruction, as Landlord is obligated to do." Friends for Fasi was legally obligated to pay roughly 25% of the monthly rent, which at the time was

21-04-402-4382

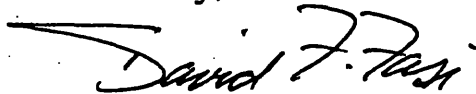
Page 2  
Mr. Larry Chang  
July 26, 1996

agreed to be \$2,500.00 (Two Thousand Five Hundred U. S. Dollars) for the smaller space. Because of our long relationship, however, Friends for Fasi deducted only one-third of the rent due for the month of June, even though the office was closed for two-thirds of the month. Friends for Fasi made this minimal deduction in the rent for June in good faith.

Beginning this month Friends for Fasi will be paying the \$3,500.00 (Three Thousand Five Hundred U.S. dollars) full rent for the entire space as agreed upon.

Enclosed is the lease document for your review. If you have any questions regarding the lease please contact Mr. Salvador Fasi at tel. no. 523-0969.

Sincerely,



DAVID F. FASI  
Attorney for  
Friends for Fasi

cc: Mr. Salvador A. Fasi, L. T. Services  
Friends for Fasi  
Frank F. Fasi

21-04-102-4383

# 松鶴國際企業公司

JUL 10 1996

LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

dba CHINATOWN CULTURAL PLAZA

July 10, 1996

Mr. Salvador Fasi  
Friends for Fasi  
Suite 203, 100 N. Beretania  
Honolulu, Hawaii - 96817

Dear Mr. Fasi:

This is to acknowledge receipt of your check in the amount of \$1,666.66 for June, 1996 rent charges for space no. 203. The amount due was \$3,500.00. Please provide us with an explanation of your payment and how you derived at the \$1,666.66 amount.

Hope to hear from you soon on this matter.

Very truly yours,

  
LAWRENCE CHANG  
Operations Manager

# 松鶴國際企業公司

LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

dba CHINATOWN CULTURAL PLAZA

June 10, 1996

Friends for Fasi  
Suite 203, 100 N. Beretania  
Honolulu, Hawaii - 96817

Attention: Salvador Fasi

Dear Sir:

RE: RENTAL OF #203


According to our discussion with you, Mr. C. T. Wong, and myself on June 6, 1996, a new lease for space no. 203 has been drawn up.

Enclosed please find three copies of the lease for #203 with a commencement date of June 1, 1996, a term of three years, and a flat rate rent of \$3,500 per month for the entire space (3,437 S.F.).

Please review the lease. If it meets with your approval, please execute three copies and return the lease to our office for execution.

Thank you for your attention to this urgent matter.

Very truly yours,

  
LAWRENCE CHANG  
Operations Manager

Enclosure

Mr. Larry Chang  
Sales Operation Manager  
Longevity International Enterprises Corporation  
100 North Beretania Street, Suite 304  
Honolulu, Hawaii 96817

May 22, 1996

**RE: FRIENDS FOR FASI LEASE**

Dear Mr. Chang:

This letter is to confirm that Friends for Fasi will enter into an agreement as originally agreed upon as follows, subject to review and approval of the revised lease document:


1. Term: Three (3) year lease fixed at \$2,500.00 gross (Two Thousand Five Hundred U.S. dollars) for the term of the lease.
2. Build out: Friends for Fasi, at Friends for Fasi's expense, shall provide the following improvements to the neighboring space to be demised:
  - a. Demising metal frames and studs ready for drywall separating the neighboring space and the Friends for Fasi space.
  - b. Separate electrical line (utilities) shall be stubbed to the neighboring demised space (excluding air conditioning).

In addition, the clause in the last letter dated May 13, 1996 (attached), regarding the air conditioning unit, shall be inserted into the lease. Please send the new revised lease document for our review and approval.

Please acknowledge by signing below and returning to L. T. Services.

Sincerely,

L.T. Services

  
\_\_\_\_\_  
SALVADOR A. FASI (RA)  
Commercial Specialist

Agreed and Acknowledged this \_\_\_\_ day of May, 1996.

Longevity International Enterprises Corporation

By: \_\_\_\_\_

Its:

Attachment



May 13, 1996

Mr. Larry Chang  
Sales Operation Manager  
Longevity International Enterprises Corporation  
100 North Beretania Street, Suite 304  
Honolulu, Hawaii 96817

**RE: FRIENDS FOR FASI LEASE - AIR CONDITIONING UNIT**

Dear Mr. Chang:

During our meeting with Mayor Fasi on April 29, 1996, that you requested, I explained the problem that may arise with the air conditioning system. You were in agreement.

Pursuant to our conversation last week, I will reiterate for you that a problem may arise with the air conditioning system, due to the fact the system covers both our lease space and the proposed neighboring space to be demised. Our lawyer has advised us not to sign the lease until this issue is resolved. We would like the following clause to be inserted into the lease document.

Air Conditioning Unit: Landlord acknowledges that Lessee is responsible for maintaining the air conditioning unit as to the premises only, at Lessee's sole cost and expense.

Lessee shall pay its pro rata share (based on rentable square feet) of all expenses including electrical incurred in maintaining said air conditioning unit for the term of the lease. Landlord or any new tenant of the neighboring space to be demised shall pay their pro rata share for the term of the lease.

It is also understood that the current thermostat for the air conditioning system shall remain within Lessee's premises and under Lessee's control. If Landlord or the new tenant desires to have its own air conditioning unit and/or thermostat, it shall be the sole responsibility of the Landlord or new tenant to install said air conditioning system at Landlord's or new tenant's sole cost and expense. The installment of any new air conditioning system to the new tenant's premises shall in no way change, alter, or diminish the current air conditioning system in Lessee's premises.



Page 2  
Mr. Larry Chang  
May 13, 1996

Please acknowledge by signing below and returning to L. T. Services. Please send the new revised Lease Document for our review and approval.

Sincerely,

L.T. Services



\_\_\_\_\_  
SALVADOR A. FASI (RA)  
Commercial Specialist

Agreed and Acknowledged this \_\_\_\_ day of May, 1996.

Longevity International Enterprises Corporation

\_\_\_\_\_  
By:

Its:

21.04.1402.4388



May 13, 1996

Mr. Larry Chang  
Sales Operation Manager  
Longevity International Enterprises Corporation  
100 North Beretania Street, Suite 304  
Honolulu, Hawaii 96817

**RE: FRIENDS FOR FASI LEASE - AIR CONDITIONING UNIT**

Dear Mr. Chang:

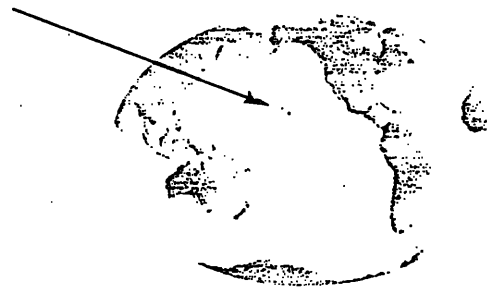
During our meeting with Mayor Fasi on April 29, 1996, that you requested, I explained the problem that may arise with the air conditioning system. You were in agreement.

Pursuant to our conversation last week, I will reiterate for you that a problem may arise with the air conditioning system, due to the fact the system covers both our lease space and the proposed neighboring space to be demised. Our lawyer has advised us not to sign the lease until this issue is resolved. We would like the following clause to be inserted into the lease document.

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It is also understood that the current thermostat for the air conditioning system shall remain within Lessee's premises and under Lessee's control. If Landlord or the new tenant desires to have its own air conditioning unit and/or thermostat, it shall be the sole responsibility of the Landlord or new tenant to install said air conditioning system at Landlord's or new tenant's sole cost and expense. The installment of any new air conditioning system to the new tenant's premises shall in no way change, alter, or diminish the current air conditioning system in Lessee's premises.

A handwritten signature is visible in the bottom right corner, accompanied by a circular stamp that appears to be a seal or official mark.

Page 2  
Mr. Larry Chang  
May 13, 1996

Please acknowledge by signing below and returning to L. T. Services. Please send the new revised Lease Document for our review and approval.

Sincerely,

L.T. Services



SALVADOR A. FASI (RA)  
Commercial Specialist

Agreed and Acknowledged this \_\_\_\_ day of May, 1996.

Longevity International Enterprises Corporation

By: \_\_\_\_\_

Its:

21.04.402.1390

May 6, 1996

Mr. Larry Chang  
Sales Operation Manager  
Longevity International Enterprises Corporation  
100 North Beretania Street, Suite 304  
Honolulu, Hawaii 96817


**RE: FRIENDS FOR FASI LEASE**

Dear Mr. Chang:

We received your letter today dated May 3, 1996. Friends for Fasi would like to stand with the original proposal. If acceptable, please sign and acknowledge below. Upon acceptance we will transmit to you the revised lease documents for your review.

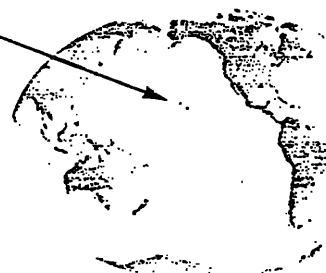
Sincerely,

L.T. Services

  
\_\_\_\_\_  
SALVADOR A. FASI (RA)  
Commercial Specialist

Agreed and Acknowledged this \_\_\_\_\_ day of May, 1996.

\_\_\_\_\_



松鶴國際企業公司  
LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION  
dba CHINATOWN CULTURAL PLAZA

MAY 10 1996  
MAY 05 1996  
MAY 03 1996  
MAY 01 1996

May 3, 1996

Mr. Frank F. Fasi  
Suite 203, 100 N. Beretania  
Honolulu, Hawaii - 96817

Dear Mr. Fasi:

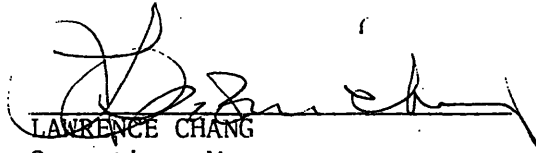
We received Salvador Fasi's letter dated April 29, 1996 with a new proposal to lease space no. 203.

We agree to the term of three years and for you to rent the entire space. We, however, would like the rent amount to be \$3,500.00 PLUS 4.167% G. E. tax commencing April 1, 1996. The 3,500.00 will include minimum rent, real property tax, and common area charges only.

If this meets with your approval, please sign below and we can redo the lease agreement changing the rental amount, area, etc.

Please contact us at your earliest convenience so we can consummate the lease agreement.

Very truly yours,

  
LAWRENCE CHANG  
Operations Manager

AGREED:

DATE: \_\_\_\_\_

cc: LT Services (FAX)

松鶴國際企業公司  
LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION  
dba CHINATOWN CULTURAL PLAZA

May 3, 1996

Mr. Frank F. Fasi  
Suite 203, 100 N. Beretania  
Honolulu, Hawaii - 96817

Dear Mr. Fasi:

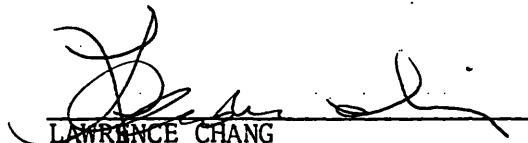
We received Salvador Fasi's letter dated April 29, 1996 with a new proposal to lease space no. 203.

We agree to the term of three years and for you to rent the entire space. We, however, would like the rent amount to be \$3,500.00 PLUS 4.167% G. E. tax commencing April 1, 1996. The 3,500.00 will include minimum rent, real property tax, and common area charges only.

If this meets with your approval, please sign below and we can redo the lease agreement changing the rental amount, area, etc.

Please contact us at your earliest convenience so we can consummate the lease agreement.

Very truly yours,

  
LAWRENCE CHANG  
Operations Manager

AGREED:

DATE: \_\_\_\_\_

cc: LT Services (FAX)

MAY 02 1996

# 松鶴國際企業公司

LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

dba CHINATOWN CULTURAL PLAZA

May 1, 1996

Mr. Frank Fasi  
Suite 203, 100 N. Beretania  
Honolulu, Hawaii-96817

Dear Mr. Fasi:


This is written in response to Salvador Fasi's letter to us dated May 1, 1996 delivered to our office this afternoon.

Our apologies! We mentioned separating the air conditioning in error. Our agreement is that you bear the cost of constructing a partition wall, and isolating #203 from the newly created #203A electrically, including installing an electric meter for #203A. Please notify us when you will be doing this.

You have indicated that you may have an alternate proposal. If this is the case, please present your proposal in writing as soon as possible, otherwise our original agreement still stands. This being the case, we hope to receive the security deposit when the lease is signed and returned to us.

Hope to hear from you soon.

Very truly yours,

  
LAWRENCE CHANG  
Operations Manager

cc: LT Services (via FAX)

21 04 402 4394

May 1, 1996

Mr. Larry Chang  
Sales Operation Manager  
Longevity International Enterprises Corporation  
100 North Beretania Street, Suite 304  
Honolulu, Hawaii 96817

**RE: FRIENDS FOR FASI LEASE**

Dear Mr. Chang:

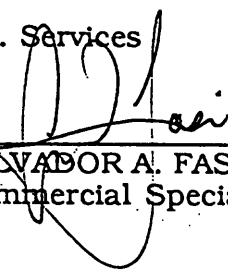
We received your letter dated April 30, 1996. Upon reviewing your letter, we were surprised to see that you had inserted a new clause into our original agreed upon proposal. More precisely, Friends for Fasi will have to "separate... the air conditioning" to the demised premises.

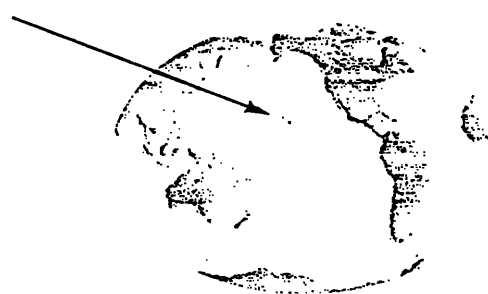
Please review the original agreed upon proposal. There is nothing in there that states we are responsible for seperating the air conditioning. I feel this is highly unethical. You say you are negotiating in "good faith", yet you do something like this.

Please make the necessary correction to your letter and resubmit to L.T. Services.

Sincerely,

L.T. Services

  
\_\_\_\_\_  
SALVADOR A. FASI (RA)  
Commercial Specialist



# 松鶴國際企業公司

LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

dba CHINATOWN CULTURAL PLAZA

APR 30 1996

April 30, 1996

Mr. Frank Fasi  
Suite 203, 100 N. Beretania  
Honolulu, Hawaii - 96817

Dear Mr. Fasi:

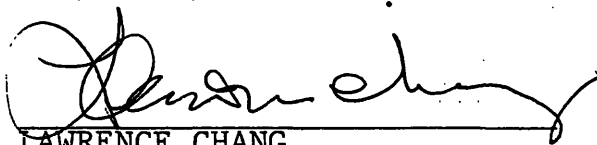
Thank you for your \$2,500 rent payment credited to April, 1996 for space no. 203 for 2,431 S.F.

As per our letter agreement, you are to build the partition wall and create a new space (#203A) with separate electric and air conditioning. Please notify us when you will commence construction. We are also waiting for the execution of the lease and receiving the security deposit.

You have indicated that you may have an alternate proposal. If this is the case, please present your proposal in writing as soon as possible, otherwise our original agreement still stands.

Hope to hear from you soon on this matter.

Very truly yours,



LAWRENCE CHANG  
Operations Manager

21.04.402.4396



96827

April 29, 1996

Mr. Larry Chang  
Sales Operation Manager  
Longevity International Enterprises Corporation  
100 North Beretania Street, Suite 304  
Honolulu, Hawaii 96817

**RE: FRIENDS FOR FASI LEASE**

Dear Mr. Chang:


Pursuant to our conversation Friends for Fasi would like to propose the following to Longevity International Enterprises Corporation:

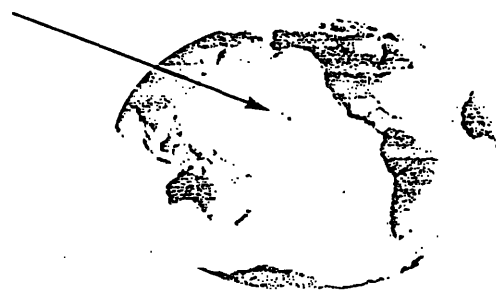
1. Term: Three (3) years as originally agreed.
2. Demised Premises: Entire space.
3. Rent: \$3,500.00 (Three Thousand Five Hundred U.S. dollars) gross rent.  
(Includes all of the operating expenses [R.P.T. & G.E.T.] for the term of the lease.

If you have any questions please feel free to call me.

Sincerely,

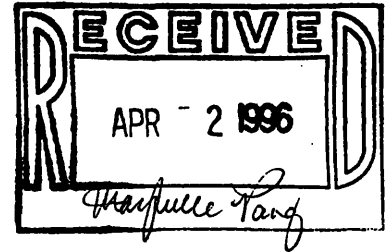
L.T. Services

  
\_\_\_\_\_  
SALVADOR A. FASI (RA)  
Commercial Specialist



松鶴國際企業公司  
LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION  
dba CHINATOWN CULTURAL PLAZA

April 1, 1996



Mr. Frank F. Fasi  
Suite 203, 100 N. Beretania  
Honolulu, Hawaii - 96817

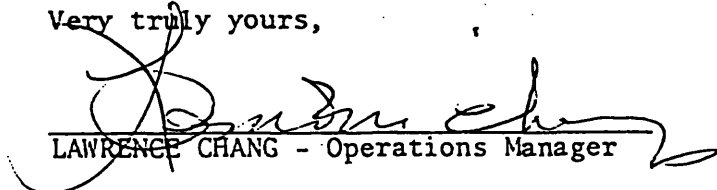
Dear Mr. Fasi:

I take pleasure to inform you that as a result of your repeated appeals for our reconsideration for your renting Space #203, you have earned our Board's approval. The Board has decided to accept Option 2 found in your latest letter to us dated March 15, 1996 sent on your behalf by Salvador Fasi. Based on Option 2, the following are the specific details that will be put into the lease agreement:

1. LEASE COMMENCEMENT: April 1, 1996
2. TERM: Three (3) years (April 1, 1996 to March 31, 1999).
3. AREA: 2,431 square feet
4. RENT: TWO THOUSAND FIVE HUNDRED (\$2,500.00) gross rent per month during the term of the lease.
5. OTHER: You, as tenant, will pay for the cost of constructing a partition wall, and isolating #203 from the newly created #203A electrically, including installing an electric meter for #203A.

By accepting your offer, we are pleased that this matter has finally come to a conclusion. We will prepare the lease upon your signed acknowledgement. Hope to hear from you soon on this matter.

Very truly yours,

  
LAWRENCE CHANG - Operations Manager

ACKNOWLEDGED AND APPROVED:



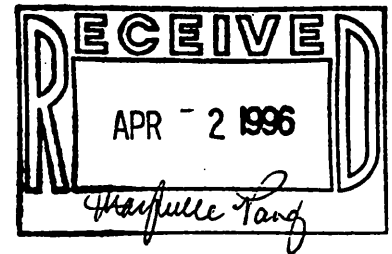
DATE: 2 April 1996

# 松鶴國際企業公司

LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

dba CHINATOWN CULTURAL PLAZA

April 1, 1996



Mr. Frank F. Fasi  
Suite 203, 100 N. Beretania  
Honolulu, Hawaii - 96817

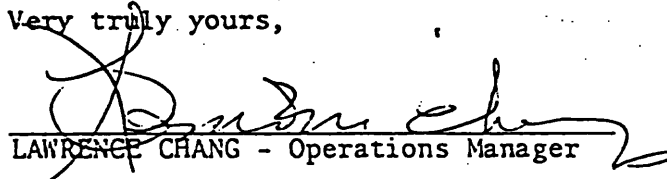
Dear Mr. Fasi:

I take pleasure to inform you that as a result of your repeated appeals for our reconsideration for your renting Space #203, you have earned our Board's approval. The Board has decided to accept Option 2 found in your latest letter to us dated March 15, 1996 sent on your behalf by Salvador Fasi. Based on Option 2, the following are the specific details that will be put into the lease agreement:

1. LEASE COMMENCEMENT: April 1, 1996
2. TERM: Three (3) years (April 1, 1996 to March 31, 1999).
3. AREA: 2,431 square feet
4. RENT: TWO THOUSAND FIVE HUNDRED (\$2,500.00) gross rent per month during the term of the lease.
5. OTHER: You, as tenant, will pay for the cost of constructing a partition wall, and isolating #203 from the newly created #203A electrically, including installing an electric meter for #203A.

By accepting your offer, we are pleased that this matter has finally come to a conclusion. We will prepare the lease upon your signed acknowledgement. Hope to hear from you soon on this matter.

Very truly yours,

  
LAWRENCE CHANG - Operations Manager

ACKNOWLEDGED AND APPROVED:



DATE: 2 April 1996

# 松鶴國際企業公司

LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

dba CHINATOWN CULTURAL PLAZA

Hand Delivered  
4/2/96  
9:46A

April 1, 1996

Mr. Frank F. Fasi  
Suite 203, 100 N. Beretania  
Honolulu, Hawaii - 96817

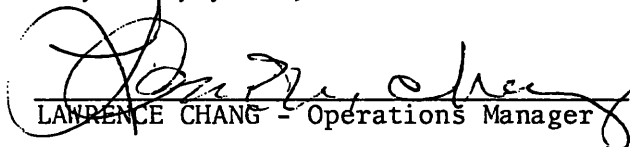
Dear Mr. Fasi:

I take pleasure to inform you that as a result of your repeated appeals for our reconsideration for your renting Space #203, you have earned our Board's approval. The Board has decided to accept Option 2 found in your latest letter to us dated March 15, 1996 sent on your behalf by Salvador Fasi. Based on Option 2, the following are the specific details that will be put into the lease agreement:

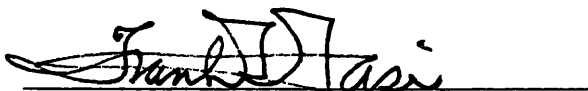
1. LEASE COMMENCEMENT: April 1, 1996
2. TERM: Three (3) years (April 1, 1996 to March 31, 1999).
3. AREA: 2,431 square feet
4. RENT: TWO THOUSAND FIVE HUNDRED (\$2,500.00) gross rent per month during the term of the lease.
5. OTHER: You, as tenant, will pay for the cost of constructing a partition wall, and isolating #203 from the newly created #203A electrically, including installing an electric meter for #203A.

By accepting your offer, we are pleased that this matter has finally come to a conclusion. We will prepare the lease upon your signed acknowledgement. Hope to hear from you soon on this matter.

Very truly yours, :

  
LAWRENCE CHANG - Operations Manager

ACKNOWLEDGED AND APPROVED:



DATE: 2 APRIL 1996

MAR 28 1996

# 松鶴國際企業公司

LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

dba CHINATOWN CULTURAL PLAZA

March 27, 1996

Mr. Frank F. Fasi  
Suite 203, 100 N. Beretania  
Honolulu, Hawaii - 96817

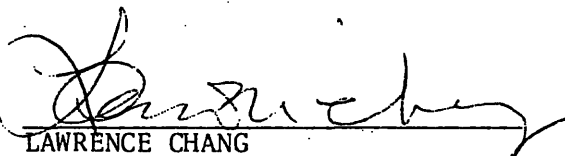
Dear Mr. Fasi:

This is written to acknowledge receipt of the letter dated March 25, 1996 sent on your behalf by Salvatore A. Fasi, that Friends for Fasi will be vacating the premises of #203 in Chinatown Cultural Plaza by April 30, 1996.

On or by 4:30 PM, April 30, 1996, after the premises have been vacated and cleaned, we would appreciate it if someone would return all the keys to #203 to our office in Suite 304.

Regretfully we were not able to come to an agreement on the terms of a new lease for #203. We do wish you the best of luck and success on your future endeavors.

Very truly yours,

  
LAWRENCE CHANG  
Operations Manager

Enclosure

SAVIA-19S 17

March 25, 1996

Mr. Larry Chang  
Sales Operation Manager  
Longevity International Enterprises Corporation  
100 North Beretania Street, Suite 304  
Honolulu, Hawaii 96817

**RE: FRIENDS FOR FASI LEASE**

Dear Mr. Chang:

This letter is to inform Longevity International Enterprises that Friends For Fasi will be vacating the premises by April 30, 1996 as specified in your letter dated March 20, 1996.

Sincerely,

  
SALVADOR A. FASI (RA)  
Commercial Specialist

L T Services, 60 North Beretania Street, Suite G-1 Honolulu, Hawaii 96817  
Tel No. (808) 523-0969 Fax: (808) 528-0969



# 松鶴國際企業公司

LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

dba CHINATOWN CULTURAL PLAZA

March 20, 1996

MAR 21 1996

Mr. Frank Fasi  
Suite 203, 100 N. Beretania  
Honolulu, Hawaii - 96817

Dear Mr. Fasi:

RE: LEASE RENEWAL FOR #203

This is written in response to the letter dated March 15, 1996 sent by Salvador Fasi regarding a new lease for space no. 203.

After reviewing the two options you offered for our consideration, we are hereby offering to you our final offer for your consideration.

First Year: Rent shall be flat rate at \$2,500.00 per month plus 4.167% G.E. Tax.

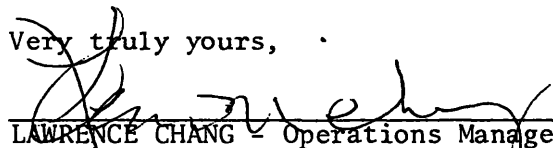
Second Year: Rent shall be \$2,500.00 per month plus your share of common area maintenance fee, your share of real property tax, and 4.167% G.E. Tax on all of the above charges.

Third Year: Option to renew. Rent shall be subject to negotiation.

You, as tenant, shall pay for all costs for erecting a partition wall and all electrical work needed to separate your space from the newly created space, including a new meter for the newly created space.

If the foregoing offer, which is our final offer, meets with your approval, please sign a copy of this letter and return it to our office. Upon receipt of your signed approval, we will proceed to prepare a lease. This offer is good through March 25, 1996. If you do not respond by March 25, 1996, you will have rejected our offer and you will be given notice to vacate the premises by April 30, 1996. Hope to hear from you soon on this urgent matter.

Very truly yours,

  
LAWRENCE CHANG - Operations Manager

AGREED AND APPROVED:

\_\_\_\_\_  
Date: \_\_\_\_\_

# 松鶴國際企業公司

LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

dba CHINATOWN CULTURAL PLAZA

March 20, 1996

Mr. Frank Fasi  
Suite 203, 100 N. Beretania  
Honolulu, Hawaii - 96817

Dear Mr. Fasi:

RE: LEASE RENEWAL FOR #203

This is written in response to the letter dated March 15, 1996 sent by Salvador Fasi regarding a new lease for space no. 203.

After reviewing the two options you offered for our consideration, we are hereby offering to you our final offer for your consideration.

First Year: Rent shall be flat rate at \$2,500.00 per month plus 4.167% G.E. Tax.

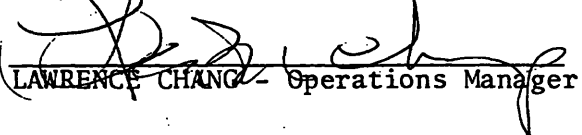
Second Year: Rent shall be \$2,500.00 per month plus your share of common area maintenance fee, your share of real property tax, and 4.167% G.E. Tax on all of the above charges.

Third Year: Option to renew. Rent shall be subject to negotiation.

You, as tenant, shall pay for all costs for erecting a partition wall and all electrical work needed to separate your space from the newly created space, including a new meter for the newly created space.

If the foregoing offer, which is our final offer, meets with your approval, please sign a copy of this letter and return it to our office. Upon receipt of your signed approval, we will proceed to prepare a lease. This offer is good through March 25, 1996. If you do not respond by March 25, 1996, you will have rejected our offer and you will be given notice to vacate the premises by April 30, 1996. Hope to hear from you soon on this urgent matter.

Very truly yours,

  
LAWRENCE CHANG - Operations Manager

AGREED AND APPROVED:

\_\_\_\_\_  
Date: \_\_\_\_\_



March 15, 1996

Mr. Larry Chang  
Sales Operation Manager  
Longevity International Enterprises Corporation  
100 North Beretania Street, Suite 304  
Honolulu, Hawaii 96817

**RE: FRIENDS FOR FASI LEASE**

Dear Mr. Chang:

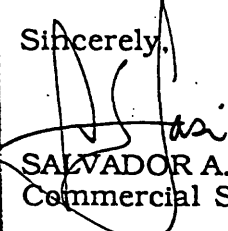
Pursuant to our conversation March 12th, we would like to respond to your letter dated February 13, 1996. On behalf of Friends for Fasi we would like to propose the following two (2) options to Longevity International Enterprises:

- Option 1. One (1) year lease at \$2,500.00 gross (Two Thousand Five Hundred U.S. dollars) for the term of the lease.  
Build Out: Landlord, at landlord's sole expense, shall be responsible for demising the space, installing the electrical meter, and all other necessary improvements to said space.
- Option 2. Three (3) year lease fixed at \$2,500.00 gross (Two Thousand Five Hundred U.S. dollars) for the term of the lease.  
Build Out: Friends for Fasi shall pay all cost for demising the space and installing the electrical meter.

If you are not satisfied with either option Friends for Fasi will vacate the space. The space will be delivered to landlord in the condition it was received, "loft" condition.

We look forward to your quick response.

Sincerely,

  
SALVADOR A. FASI (RA)  
Commercial Specialist

LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION  
dba Chinatown Cultural Plaza  
100 North Beretania/Suite 304/Honolulu, Hawaii 96817

MAR 04 1996

Date: FEB 29 1996

Billing for the month of: MAR 1996

Space No.: #203

To: FRANK F. FASI

PREVIOUS BALANCE . . . . .	\$10,803.53
1. 5% LATE CHARGE FEE . . . . .	\$ 562.69
2. Interest FEE . . . . .	\$ 46.90
3. Minimum Rent . . . . .	\$ 3,780.70
4. Real Property Tax . . . . .	\$ 648.56
5. Common Area Maintenance . . . . .	\$ 1,202.95
6. General Excise Tax . . . . .	\$ 234.69
Total New Balance . . . . .	\$17,280.02

If you have already paid the previous balance, credit will be shown on your next billing statement.

*Sophie Chu*  
Very truly yours,  
SOPHIE CHU  
CHIEF ACCOUNTANT  
LONGEVITY INT'L  
ENT. CORPORATION

21-01-402-4406

# 松鶴國際企業公司

LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

dba CHINATOWN CULTURAL PLAZA

February 13, 1996

FEB 13 1996

Mr. Frank F. Fasi  
Suite 203, 100 N. Beretania  
Honolulu, Hawaii - 96817

Dear Mr. Fasi:

RE: RENTAL OF SPACE NO. 203 - 2,431 SF  
CHINATOWN CULTURAL PLAZA

This is written in response to the letter dated February 9, 1996 written by Salvador Fasi on your behalf.

We have reviewed your corrections on our February 8, 1996 letter and agree to the following:

1. Flat rate rent of \$2,500.00 per month.  
Rent will include: RPT, CAM, and GET.
2. The term of the lease is one year.  
Please refer to your Nov. 6, 1995 letter to us requesting one year.
3. Tenant, at his own expense, will be responsible for building the partition wall and putting in separate meter box for the newly partitioned space.

If the foregoing meets with your approval, we can prepare a lease for execution.

Very truly yours,

  
LAWRENCE CHANG  
Operations Manager

Enclosures

AGREED & APPROVED:

FRANK F. FASI  
DATE: \_\_\_\_\_

21.04.402.4403

# 松鶴國際企業公司

LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

dba CHINATOWN CULTURAL PLAZA

February 13, 1996

Mr. Frank F. Fasi  
Suite 203, 100 N. Beretania  
Honolulu, Hawaii - 96817

Dear Mr. Fasi:

RE: RENTAL OF SPACE NO. 203 - 2,431 SF  
CHINATOWN CULTURAL PLAZA

This is written in response to the letter dated February 9, 1996 written by Salvador Fasi on your behalf.

We have reviewed your corrections on our February 8, 1996 letter and agree to the following:

1. Flat rate rent of \$2,500.00 per month.  
Rent will include: RPT, CAM, and GET.
2. The term of the lease is one year.  
Please refer to your Nov. 6, 1995 letter to us requesting one year.
3. Tenant, at his own expense, will be responsible for building the partition wall and putting in separate meter box for the newly partitioned space.

If the foregoing meets with your approval, we can prepare a lease for execution.

Very truly yours,

  
LAWRENCE CHANG  
Operations Manager

Enclosures

AGREED & APPROVED:

FRANK F. FASI  
DATE: \_\_\_\_\_

# 松鶴國際企業公司

LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

dba CHINATOWN CULTURAL PLAZA

February 27, 1996

MEMORANDUM:

TO: BUILDING #3 TENANTS

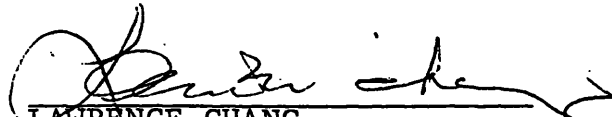
FR: CULTURAL PLAZA MANAGEMENT OFFICE

The Fire Department has required us to change the existing ground floor lobby lock to allow easy egress in case of fire.

We will be installing a thumb turner to replace the inner lock. During the evening hours or weekends, please inform you employees to lock the 1st floor lobby door after exiting to secure the building.

Thank you for your cooperation.

Very truly yours,



LAWRENCE CHANG  
Operations Manager

cc: #106-107, #203, #303, #401 and #402.

February 9, 1996

HAND DELIVERED

Mr. Larry Chang  
Sales Operation Manager  
Longevity International Enterprises Corporation  
100 North Beretania Street, Suite 304  
Honolulu, Hawaii 96817

**RE: FRIENDS FOR FASI LEASE**

Dear Mr. Chang:

Enclosed find two (2) signed originals of your letter dated February 8, 1996, with changes.

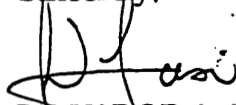
Per my discussion with Mayor Fasi, it is our understanding that the verbal agreement made with you is as follows:

1. The lease term will be five (5) years.
2. The rent includes all of the operating expenses (R.P.T. & G.E.T.) and will be fixed at \$2,500.00 (Two Thousand Five Hundred U.S. dollars) for the term of the lease.

It should also be noted that Mayor Fasi, at his own expense, will be responsible for building the demising wall and putting in a separate meter box for the newly partitioned space.

Please incorporate these terms into lease documents for Mayor Fasi's review and approval.

Sincerely,



SALVADOR A. FASI (RA)  
Commercial Specialist

Enclosure (2)

# 松鶴國際企業公司

## LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

dba CHINATOWN CULTURAL PLAZA

February 8, 1996

Mr. Frank F. Fasi  
Suite 203, 100 North Beretania  
Honolulu, Hawaii - 96817

Dear Mr. Fasi:

RE: RENTAL AGREEMENT FOR #203 - 2,431 Sq. Ft.  
CHINATOWN CULTURAL PLAZA

This is to confirm our verbal agreement made yesterday on renting the above referenced space:

1. TERM: <sup>5 YEARS</sup> ~~1 year~~ January 1, 1996 to December 31, 1996. ~~2000~~. *Jh.*
2. RENT: \$2,500.00 flat rate rent (inclusive of real property tax and common area maintenance charges ~~PLUS~~ 4.167% General Excise Tax) *Jh.*
3. IMPROVEMENTS: Tenant at his own expense will erect a partition wall to separate his space (#203) and the newly created #203A.

Tenant at his own expense will separate the electric consumption for #203 and provide another meter for #203A, both consumptions payable directly to Hawaiian Electric Co.

If the foregoing is your understanding as well, please sign below and return a copy of this letter to our office. Upon receipt of your signed letter, we can prepare the lease document for execution.

We would like to resolve this matter as soon as possible and rent out #203A. Please give this matter your immediate attention.

Very truly yours,

*Lawrence Chang*  
LAWRENCE CHANG - Operations Manager

AGREED & APPROVED:

*Frank F. Fasi*  
Dated: 8 Feb '96

# 松鶴國際企業公司

LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

dba CHINATOWN CULTURAL PLAZA

February 8, 1996

Mr. Frank F. Fasi  
Suite 203, 100 North Beretania  
Honolulu, Hawaii - 96817

Dear Mr. Fasi:

RE: RENTAL AGREEMENT FOR #203 - 2,431 Sq. Ft.  
CHINATOWN CULTURAL PLAZA

This is to confirm our verbal agreement made yesterday on renting the above referenced space:

1. TERM: ~~1 year~~ <sup>5 YEARS</sup> - January 1, 1996 to December 31, 1996.2000. *Jh.*
2. RENT: \$2,500.00 flat rate rent (inclusive of real property tax and common area maintenance charge) ~~PLUS~~ <sup>PLUS</sup> 4.167% General Excise Tax) *Jh.*
3. IMPROVEMENTS: Tenant at his own expense will erect a partition wall to separate his space (#203) and the newly created #203A.

Tenant at his own expense will separate the electric consumption for #203 and provide another meter for #203A, both consumptions payable directly to Hawaiian Electric Co.

If the foregoing is your understanding as well, please sign below and return a copy of this letter to our office. Upon receipt of your signed letter, we can prepare the lease document for execution.

We would like to resolve this matter as soon as possible and rent out #203A. Please give this matter your immediate attention.

Very truly yours,

*Lawrence Chang*  
LAWRENCE CHANG - Operations Manager

AGREED & APPROVED:

*Frank F. Fasi*

Dated: 8 Feb 1996

21.04.402.44.12



LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION  
dba Chinatown Cultural Plaza  
100 North Beretania/Suite 304/Honolulu, Hawaii 96817

Date: JAN 31 1996 Billing for the month of: FEB 1996

Space No.: #203 To: FRANK F. FASI

PREVIOUS BALANCE . . . . .	.\$ 5,430.24
1. 5% LATE CHARGE FEE . . . . .	.\$ 282.82
2. Interest FEE . . . . .	.\$ 23.57
3. Minimum Rent . . . . .	.\$ 3,780.70
4. Real Property Tax . . . . .	.\$ 648.56
5. Common Area Maintenance . . . . .	.\$ 1,202.95
6. General Excise Tax . . . . .	.\$ 234.69
Total New Balance . . . . .	.\$ 11,603.53

If you have already paid the previous balance, credit will be shown on your next billing statement.

*Sophie Chu*  
Very truly yours,

SOPHIE CHU  
CHIEF ACCOUNTANT  
LONGEVITY INTNL  
ENT CORP

21.04.402.4412

松鶴國際企業公司

JAN 22 1996

LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

dba CHINATOWN CULTURAL PLAZA

January 22, 1996

Dear Tenant:

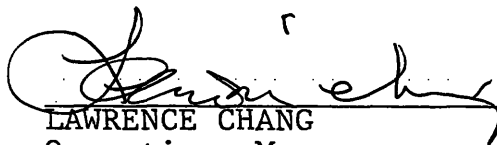
RE: SPACE NO. 203  
FRIENDS FOR FASI

This is to acknowledge your partial payment of \$800.00 toward rent charges received on January 19, 1996.

You currently have a balance due of \$5,430.24 on your January, 1996 rent charges.

This is a friendly reminder to bring your account current by the end of this month.

Very truly yours,

  
LAWRENCE CHANG  
Operations Manager

January 10, 1996

Mr. Lawrence Chang  
Sales Operation Manager  
Longevity International Enterprises Corporation  
100 North Beretania Street, Suite 304  
Honolulu, Hawaii 96817

RE: Friends For Fasi- Lease Negotiations

Dear Mr. Chang:

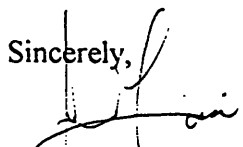
This letter is in response to your letter dated December 14, 1995. We are aware of the December 31, 1995 deadline. However, we cannot agree to your proposal dated November 6, 1995. Our initial proposal dated November 6, 1995 was not properly addressed by you. I would like this opportunity to reiterate Mayor Fasi's proposal.

Firstly, We proposed to you to demise the current premise of 3,467 square feet to 2,200 square feet. You have not addressed this issue in your proposal. After measuring the space, we have concluded that the demised premises will be approximately 2,087 square feet. (see enclosed Exhibit "A")

Secondly, regarding the rent schedule, your proposed rent is still above Fair Market Value for comparable buildings. We would like the opportunity to present to you comparables that realistically reflect the current market rents.

Since this will be a short term lease, a fair agreement should be easily met. We look forward to your response.

Sincerely,

  
LT Services  
Salvador A. Fasi (RA)  
Commercial Specialist

LT SERVICES 60 North Beretania Street, Suite G1 Honolulu, Hawaii 96817



Exhibit "A"

Entrance

2.087 S.F.

Beretania Street

21-04-402-14416

# 松鶴國際企業公司

LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

dba CHINATOWN CULTURAL PLAZA

\* We sent letter to  
them re: our space.  
1/12/96

January 12, 1996

JAN 12 1996

Dear Tenant:


RE: SPACE NO. 203  
FRIENDS FOR FASI

To date, we have not received your payment for this month.

This is a friendly reminder to bring your account current by the end of this month.

You currently owe \$6,230.24. Thank you for your prompt attention to this matter.

Very truly yours,

  
LAWRENCE CHANG  
Operations Manager

JAN 12 1996

JAN 0 3 1996

LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION  
dba Chinatown Cultural Plaza  
100 North Beretania/ Suite 304 /Honolulu, Hawaii 96817

Date: DEC 31, 1995                      Billing for the month of: JAN 1996

Space No.: #203                      To: FRANK F. FASI

1. Minimum Rent. . . . .	\$ 3,780.70
2. Real Property Tax . . . . .	\$ 997.76
3. Common Area Maintenance . . . . .	\$ 1,202.95
4. General Excise Tax. . . . .	\$ 248.83
Total New Balance. . . . .	\$ 6,230.24
5% Discount Total for payment on or before the 10th..	\$ 6,033.33

Please make checks payable to LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION.

*Sophie Chin*

Yours truly,  
SOPHIE CHIN  
CHIEF ACCOUNTANT  
LONGEVITY INTNL  
ENT. CORPORATION

21-04-102-4418

松鶴國際企業公司  
LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION  
dba CHINATOWN CULTURAL PLAZA

DEC 14 1995

December 14, 1995

Mr. Frank F. Fasi  
Suite 203, 100 N. Beretania  
Honolulu, Hawaii - 96817

Dear Mr. Fasi:

This is a friendly reminder that we have not heard from you since our letter to your son, Salvador Fasi, on November 6, 1995 with our offer.

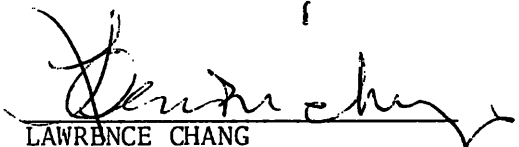
We would like to know whether or not you have made a decision on the matter. Once we know your decision we will know whether or not to show prospective tenants your space.

If by chance you are still on your premises in January, 1996 you will be assessed the following rent charges per month:

Minimum Rent:	\$1.10/SF/mo. or \$3,780.70
Common Area Maintenance:	.35/SF/mo. or 1,202.95
Real Property Tax:	.2903/SF/mo. or 997.76
Sub-Total:	\$5,981.41
4.16% G.E. Tax:	248.83
Grand Total:	\$6,230.24

Hope to hear from you soon on this urgent matter.

Very truly yours,

  
LAWRENCE CHANG  
Operations Manager

**松鶴國際企業公司**  
**LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION**  
dba CHINATOWN CULTURAL PLAZA

November 6, 1995

Mr. Salvador A. Fasi  
Commercial Division  
LT Services  
c/o #203, 100 N. Beretania  
Honolulu, Hawaii - 96817

Dear Mr. Fasi:

RE: SUITE #203 - CHINATOWN CULTURAL PLAZA

This is written in response to your letter dated October 31, 1995 addressed to Mr. Rex Fa, general manager of our office.

As I have informed you over the telephone and discussed with you in person, what Mr. Fasi tried to offer is too low from the market price.

With permission of our General Manager Rex Fa, I would like to inform you that we may consider the following offer:

OPTION #1: (Area: 3,437 SF)

Minimum Rent:	\$1.10/SF/Mo. or \$3,780.70
Common Area Maint.:	0.35/SF/Mo. or 1,202.95
Real Property Tax:	0.2903/SF/Mo. or 997.76

Subtotal:	\$5,981.41
G.E. Tax @ 4.16%	<u>248.83</u>

Grand Total: \$6,230.24

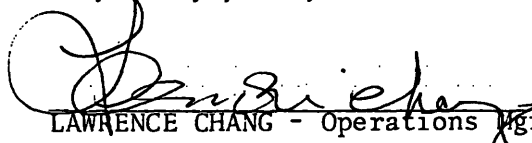
OPTION #2: (Area: 3,437 SF)

Flat rate rent @ \$1.75/SF/Mo.	\$6,014.75
G.E. Tax @ 4.16%	<u>250.21</u>

Total: \$6,264.96

Please review the foregoing offer and get back to us with your decision. Hope to hear favorably from you soon on this matter.

Very truly yours,

  
LAWRENCE CHANG - Operations Mgr.

00444 204 40 13



November 6, 1995

Mr. Larry Chang  
Sales Operation Manager  
Longevity International Enterprises Corporation  
100 North Beretania Street, Suite 304  
Honolulu, Hawaii 96817

**RE: FRIENDS FOR FASI LEASE**

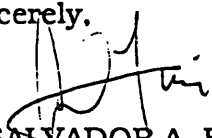
Dear Mr. Chang:

Pursuant to our conversation November 3, 1995, we would like to make the following proposal to lease said office space for Mayor Fasi. The proposal is as follows:

Square Footage:	2,200 s.f. approx. (Demise current space)
C.A.M.:	\$0.35 psf
RPT:	\$0.294 psf
Base Rent:	\$0.51 psf
Total Rent:	\$1.15 psf gross
Term:	Thru December 31, 1996

We look forward to your call.

Sincerely,

  
SALVADOR A. FASI (RA)  
Commercial Division  
LT Services



October 31, 1995

Mr. Rex Fa  
General Manager  
Longevity International Enterprises Corporation  
100 North Beretania Street, Suite 304  
Honolulu, Hawaii 96817

**RE: FRIENDS FOR FASI LEASE**

Dear Mr. Fa:

This letter is regarding the Friends For Fasi lease at 100 North Beretania, Suite 203. We are aware that you are proposing to increase the rent and the operating expenses (CAM) for the year 1996. Due to Mayor Fasi's long term relationship with the Chinese Cultural Plaza we are hoping to come to a short-term agreement for the coming year 1996.

As you may be aware the downtown office market is in over-supply. Class "A" office buildings such as 1100 Alakea are offering new tenants a gross rent of \$2.15 psf. fixed for five years, plus six to eight months free rent. They are also offering as incentives \$45.00 psf. in tenant improvement allowance, and up to \$3.00 psf. in moving allowances. This is a typical scenario with many of the office buildings in downtown.

In light of the current office market Mayor Fasi would like to propose the following:

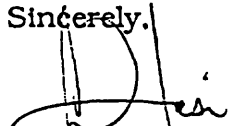
Premises:	Suite 203
Rent:	\$2,000 gross
Term:	January 1, 1996 to December 31, 1996

Due to the competitive office market, landlords are having a tough time leasing out office space.

Friends for Fasi is not a business and does not generate monthly income. We hope you will accept this short-term proposal. We feel this proposal is a win-win situation for everyone involved in this current market.

We look forward to hearing from you.

Sincerely,

  
SALVADOR A. FASI (RA)  
Commercial Division  
LT Services

#203

**松鶴國際企業公司**  
**LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION**  
dba CHINATOWN CULTURAL PLAZA

September 1, 1995

Dear Tenant:

We would like to inform you of changes that will be occurring here at Cultural Plaza.

One change is that the garage entry gate will be closed every night at midnight commencing September 11, 1995. This is being done for security purposes and to prevent drug users and vagrants from entering the premises at night.

Second change commencing immediately is an increase in parking fee for the Maunakea parking garage from \$1.00 to \$1.25 for two hours of validated parking. This is primarily being done to increase parking revenue to help offset some of the anticipated 1995 common area maintenance deficit.

We thank you for your cooperation and understanding.

Very truly yours,

  
LAWRENCE CHANG  
Operations Manager

121-4934

27-04.40  
29034.29

\$0.69

very cheap

松鶴國際企業公司

LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

dba CHINATOWN CULTURAL PLAZA

AUG 21 1995

August 17, 1995

Deadline:  
Nov. 1, 1995

Mr. Frank F. Fasi  
c/o Friends for Fasi  
100 N. Beretania Street, Suite 203  
Honolulu, Hawaii - 96817

Dear Mr. Fasi:

As you may have already been informed, effective August 1, 1995, I am the newly appointed General Manager of this office replacing Mr. Karl Wang.

To comply to our company's new policies, I have recently reviewed the overall budget and have concluded that we must adjust our rent schedule in the coming year in order to cover all our operating costs.

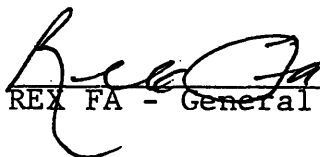
I understand that presently you are a holdover tenant or on a month-to-month tenancy. I would like to know, therefore, whether or not you are planning to remain as a tenant with us for another year (1996). Would you please notify our office no later than November 1, 1995 of your intentions, otherwise I will assume that you do not wish to remain as a tenant after December 31, 1995.

Should you decide to remain for another year, we hereby offer the minimum or base rent of \$1.20 per square foot per month commencing January 1, 1996. In addition, you will be assessed a prorated common area maintenance fee and real property tax, and 4.16% general excise tax on the total amount due.

This office has maintained a cordial and friendly relationship with you over the past years, and hopefully we can continue this in the years to come.

With my warmest aloha,

Sincerely,

  
REX FA - General Manager

AUG 21 1995

# 松鶴國際企業公司

LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

dba CHINATOWN CULTURAL PLAZA

August 17, 1995

Mr. Frank F. Fasi  
c/o Friends for Fasi  
100 N. Beretania Street, Suite 203  
Honolulu, Hawaii - 96817

Dear Mr. Fasi:

As you may have already been informed, effective August 1, 1995, I am the newly appointed General Manager of this office replacing Mr. Karl Wang.

To comply to our company's new policies, I have recently reviewed the overall budget and have concluded that we must adjust our rent schedule in the coming year in order to cover all our operating costs.

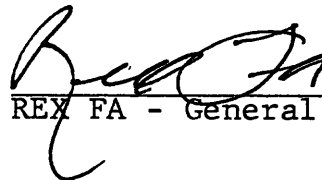
I understand that presently you are a holdover tenant or on a month-to-month tenancy. I would like to know, therefore, whether or not you are planning to remain as a tenant with us for another year (1996). Would you please notify our office no later than November 1, 1995 of your intentions, otherwise I will assume that you do not wish to remain as a tenant after December 31, 1995.

Should you decide to remain for another year, we hereby offer the minimum or base rent of \$1.20 per square foot per month commencing January 1, 1996. In addition, you will be assessed a prorated common area maintenance fee and real property tax, and 4.16% general excise tax on the total amount due.

This office has maintained a cordial and friendly relationship with you over the past years, and hopefully we can continue this in the years to come.

With my warmest aloha,

Sincerely,



REX FA - General Manager

PH 8/4/95



LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

August 3, 1995

Dear Tenant:

I would like to inform you that Mr. Rex Fa and Mr. Lawrence Chang have been appointed General Manager and Operations Manager of Cultural Plaza, respectively, to replace Mr. Karl Wang and Mr. Louis Chang effective August 1, 1995.

Both Mr. Fa and Mr. Chang will be visiting you individually to say "hello" in the coming weeks. They hope to assure you that they will do their best to continue the existing harmonious and successful business association with you.

Aloha from the management office!

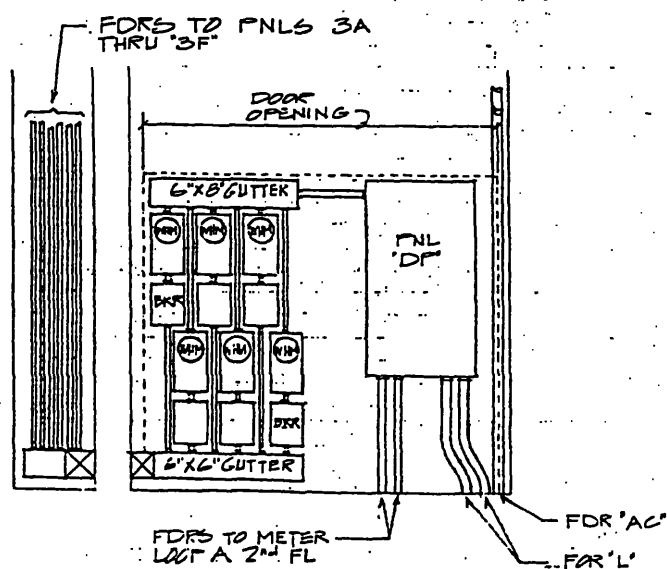
Sincerely,

Assistant to Operations Mgr.

Never came by : May 20, 1996

# PANEL SCHEDULE

PANEL NO.	CKT. NO.	BREAKERS		L=LIGHT, R=RECP. SUPPARE PFB=PROV. FOR FUT. BRKS.	KVA ON BUSESSES			WIRE SIZE
		POLE	AMPS		A	B	C	
PANEL "H" 208Y/120V. 3Ø. 4WEN. 100A LUGS ONLY. SURFACE MTD. INDUSTRIAL. BOLTED. 15" WIDE BOX.	1	1	20	L & EXH. FANS 1 <sup>st</sup> FL.	1.5			12
	2			R TOILETS 1 <sup>st</sup> 2 <sup>nd</sup> & 3 <sup>rd</sup> FL.	1.2			
	3			L & EXH. FANS 2 <sup>nd</sup> FL.		1.5		
	4			L & R		1.2		
	5			L & EXH. FANS 3 <sup>rd</sup> FL.			1.5	
	6			CAR LT & FAN			1.2	
	7			L & R	1.2			12
	8			S	1.2			
	9			L & R 4 <sup>th</sup> & ROOF AREA		1.2		12
	10			S		1.2		
	11			S			1.2	
	12	1	20	S			1.2	
	13	3	40	BUCKING TRANS. BANK				8
TOTAL					7.1	7.4	8.6	
CONN. KVA					23.1			
DEM. FAC.					0.75			
DEM. KVA					17.0			
PANEL "H" 187Y/108V. 3Ø. 4WEN. 100A LUGS ONLY. SURFACE MTD. INDUSTRIAL. 15" WIDE BOX.	1	1	20	L (NL/B)	1 <sup>st</sup> FL.	1.0		12
	2			L (CL/B, DL/B)	2 <sup>nd</sup> FL.	1.5		
	3			L (CL/B, DL/B)	1 <sup>st</sup> FL.		1.2	
	4			L (NL/B)	2 <sup>nd</sup> FL.		1.1	12
	5			S			1.2	
	6			L (CL/B, DL/B)	3 <sup>rd</sup> FL.		1.5	12
	7			S		1.0		
	8	1	20	L (NL/B)	3 <sup>rd</sup> FL.	1.1		12
TOTAL					2.6	2.3	2.7	
CONN. KVA					9.2			
DEM. FAC.					0.75			
DEM. KVA					7.5			



METER LOOP & PNL "DP" ELEC. EQUIP. RM. - 3<sup>rd</sup> FLOOR  
N.T.S.

B  
E2

THIS WORK WAS PREPARED BY ME UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE MADE UNDER MY SUPERVISION.

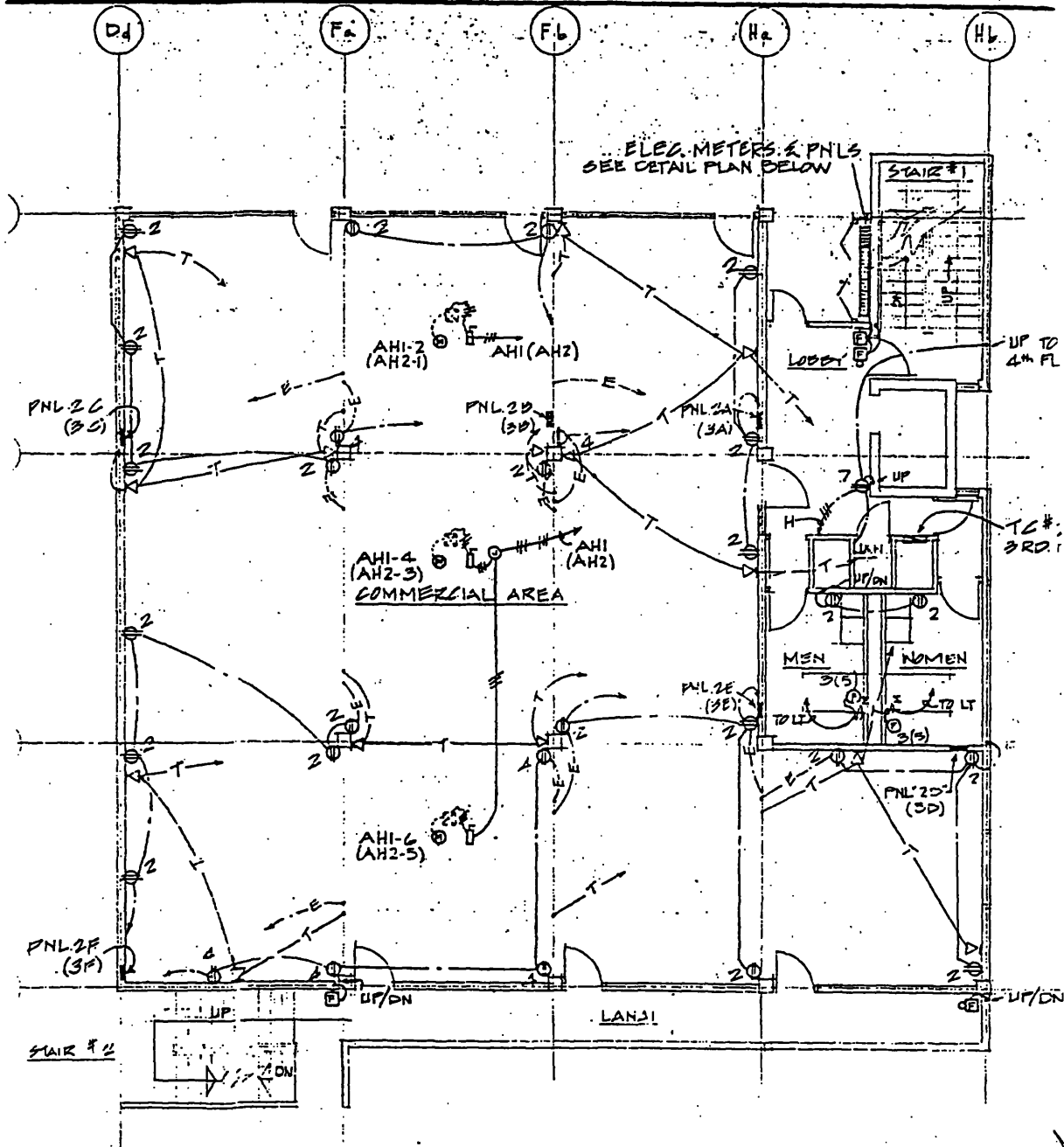
*John M. Hanna*



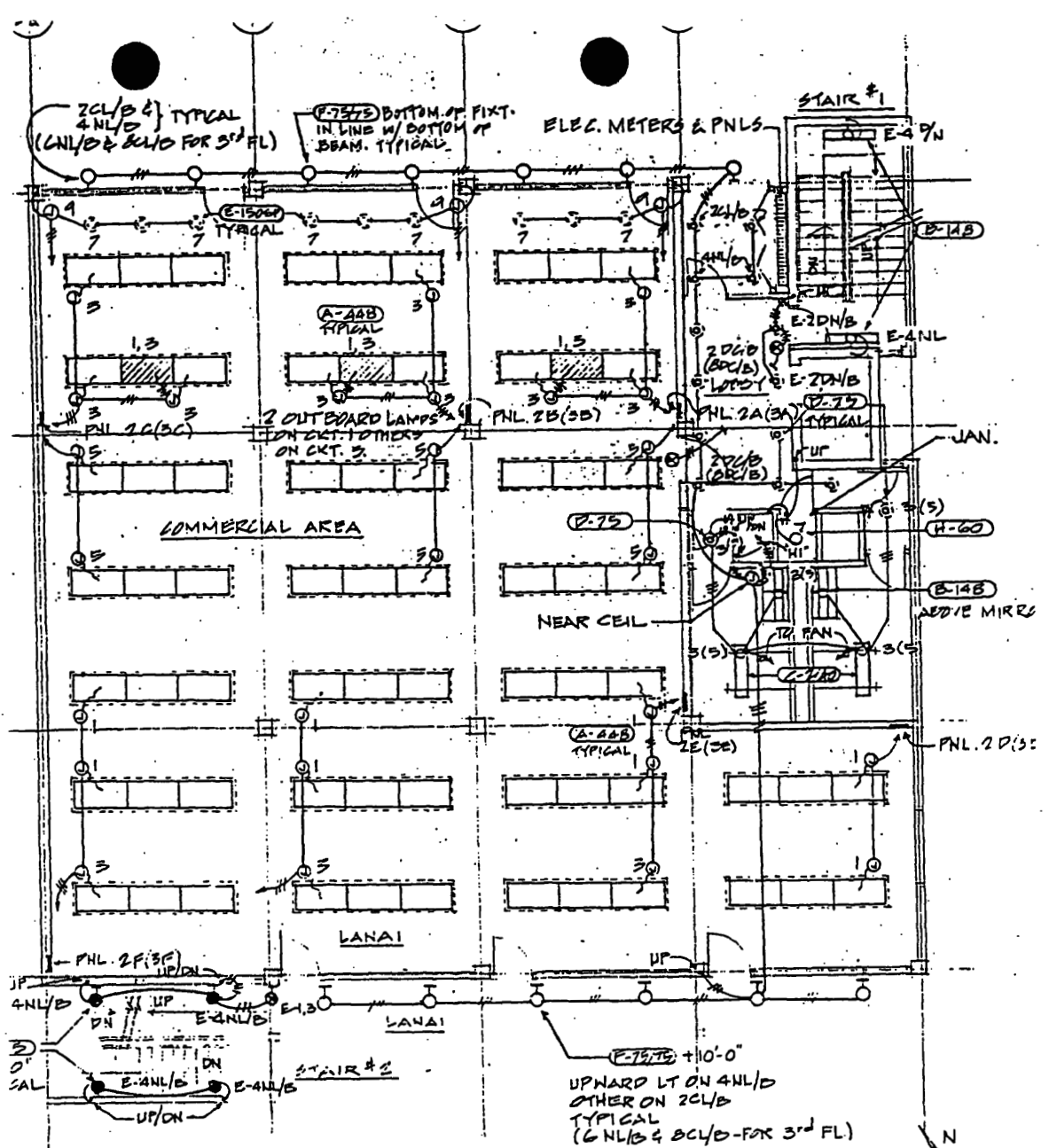
PETER HSI ASSOCIATES, INC.  
ARCHITECTS • PLANNERS • ENGINEERS  
677 ALA MOANA BLVD.  
HONOLULU  
SUITE 333  
HAWAII

JOB NO. 6627	CHECKED & IN CHARGE DESIGN	DRAWN	APPROVED	DATE 2/25/72
DING	A. W. A. I.	PARCEL 3	SIMILAR	

21.04.402.4428



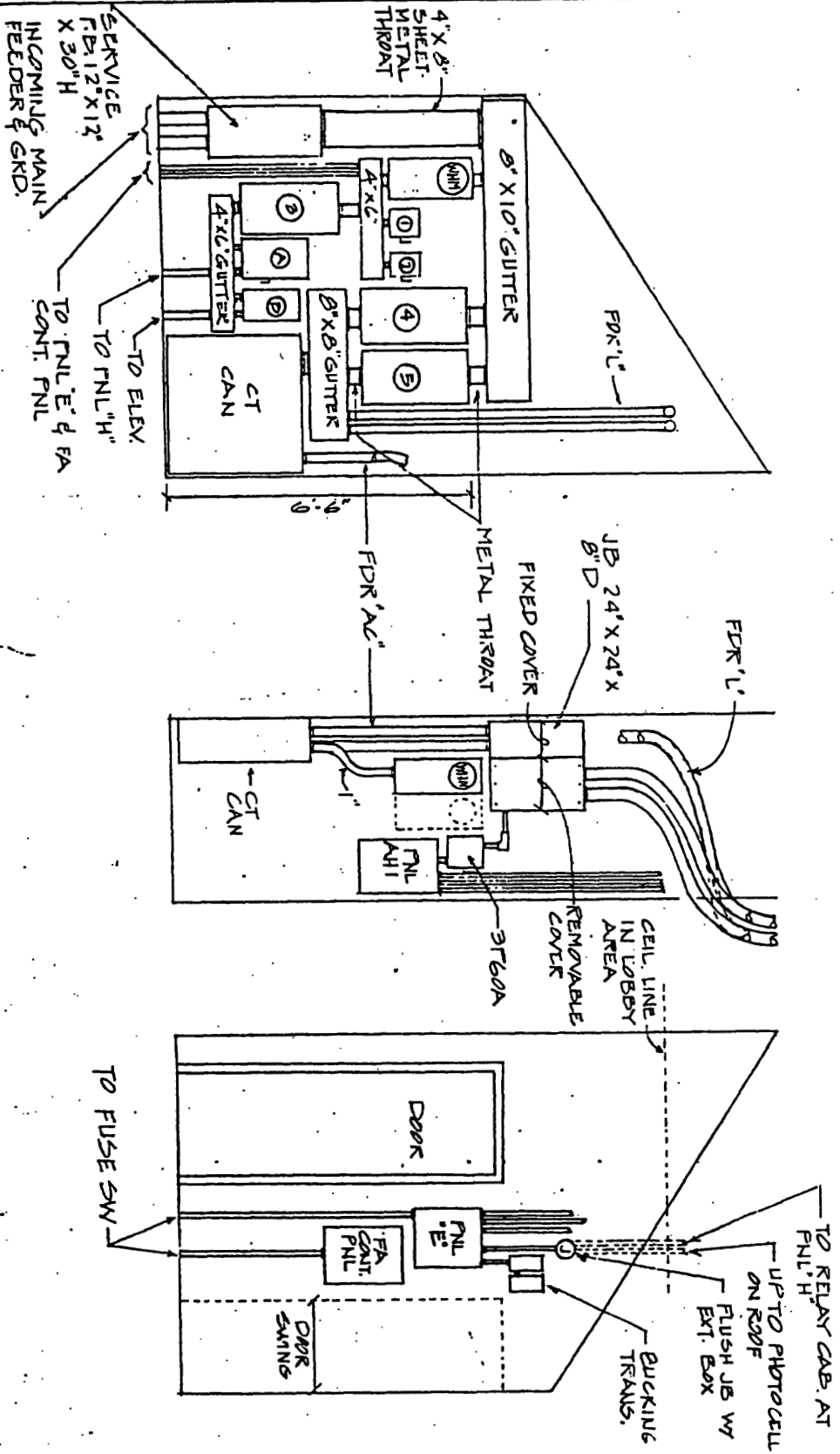




2ND. FLOOR LIGHTING PLAN (3RD. FLOOR SIMILAR)

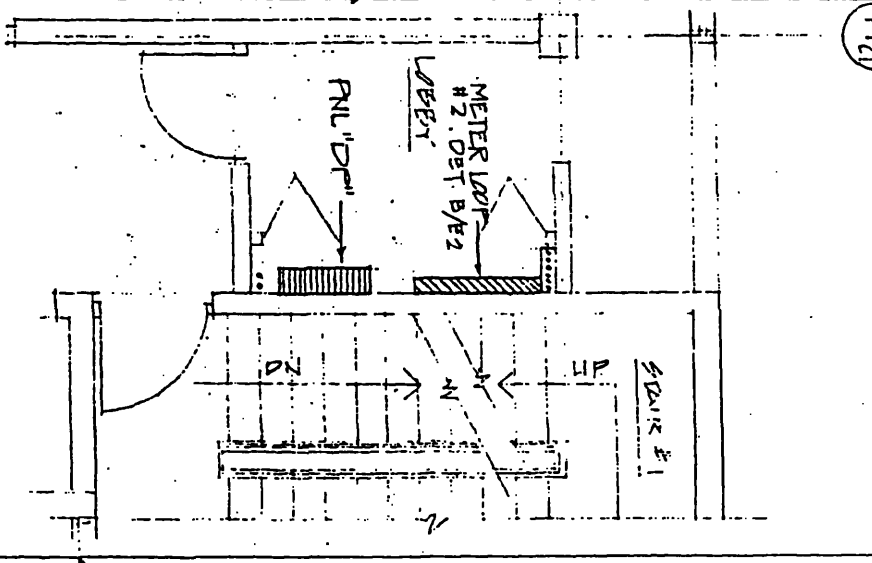
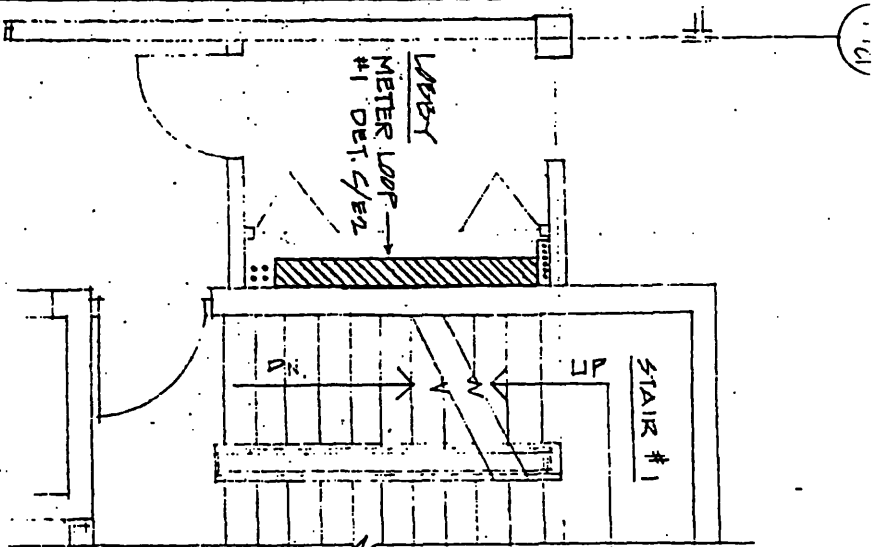
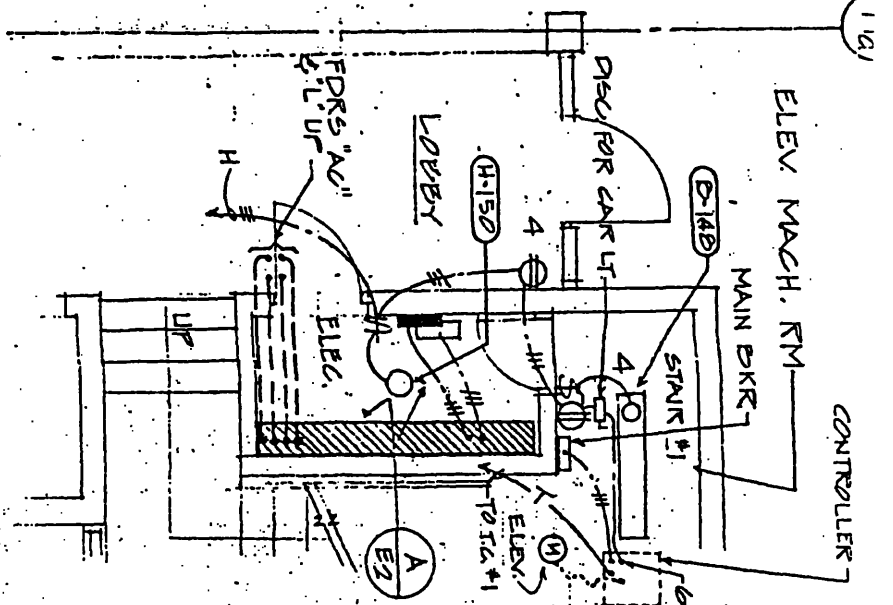
SCALE:  $\frac{1}{8}" = 1'-0"$

NOTE: CIRCUIT NUMBERS SHOWN IN PARENTHESIS ARE FOR 3<sup>rd</sup> FLOOR



SERVICE EQUIPMENT ROOM - CONT.

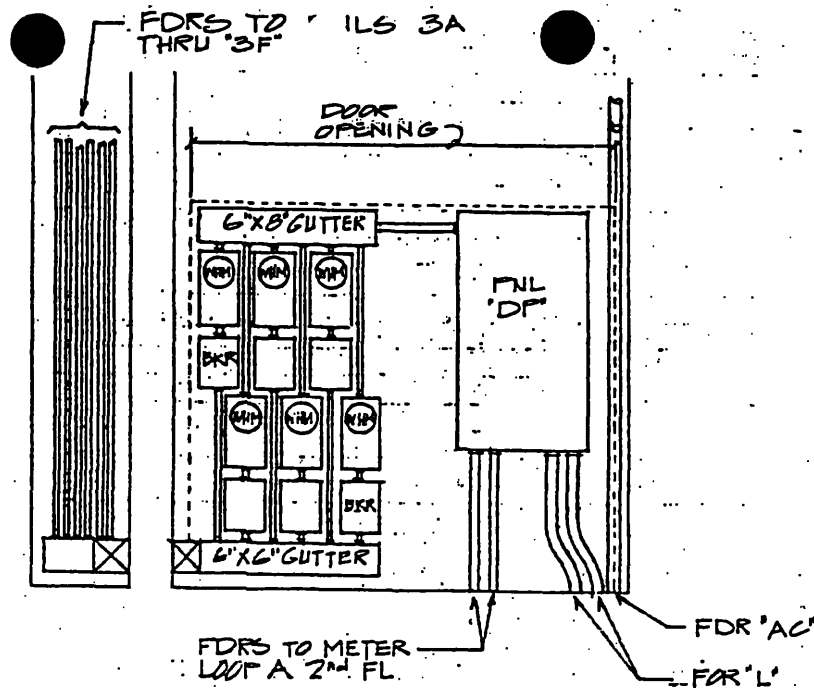
(A)



# PARTIAL ELECTRICAL PLANS

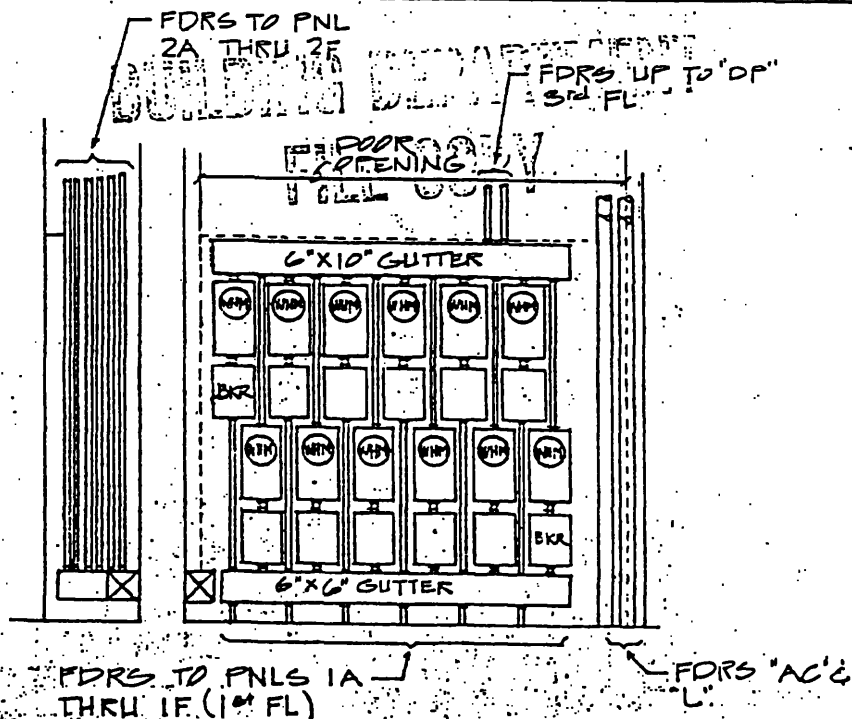
SCALE 1/4" = 1'-0"

21-04-402-4432



METER LOOP & PNL "DP" ELEC.  
EQUIP. RM. - 3rd FLOOR  
N.T.S.

B  
E2



METER LOOP IN ELEC. EQUIP. RM.  
2nd FL  
N.T.S.

C  
E2

ISSUED FOR  
BY / DATE

SHEET NO.

OF

SH

JOB NO. 6627

CHECKED &  
IN CHARGE

DESIGN

DRAWN

LEONG DOO SOCIETY BUILDING  
CULTURAL PLAZA INC., HONOLULU, HAWAII  
KUKUI PROJECT NO. HAWAIIAN, BLOCK E-LOT 3, PARCELS

PETER F

ARCHITECT

677 ALA MOANA BLVD

TABLE OF CONTENTS

I.	TERM
II.	RENT
2.01.	(a) Minimum Rent
	(b) Percentage Rent
2.02.	Place of Payment
2.03.	Gross Income Tax
2.04.	Refund of Test Purchases
III.	BOOKS, RECORDS AND SALES REPORTS
3.01.	Preservation and Disclosure of Records
3.02.	Reports of Sales
	(a) Monthly Statement of Sales
	(b) Annual Statement of Sales
3.03.	Report by Landlord's Accountant
IV.	AUDIT
4.01.	Audit by Landlord's Auditor
4.02.	Nonwaiver
V.	TENANT'S BUSINESS OPERATION
5.01.	Use of Premises
5.02.	Conduct of Business
5.03.	Business Hours
5.04.	Observance of Laws, etc.
5.05.	Observance of Rules of The Cultural Plaza
5.06.	Condition of Premises
VI.	SECURITY DEPOSIT
6.01.	Amount of Deposit
6.02.	Use and Return of Deposit
6.03.	Transfer of Security Deposit
VII.	PARKING AND COMMON AREAS
7.01.	Parking
7.02.	Right to Use
7.03.	Tenant's Exclusive Parking Privilege
7.04.	Parking Fees and Validated Parking
7.05.	Common Area Maintenance Charge
7.06.	Costs Incurred in Common Area Maintenance Charge
7.07.	Payment of Common Area Expenses
VIII.	IMPROVEMENTS, TRADE FIXTURES, SIGNS
8.01.	Improvements, Alterations and Signs
8.02.	No Right of Removal
8.03.	Trade Fixtures
8.04.	Right to Demand Removal of Improvements and and Trade Fixtures
8.05.	Posters, Placards, Signs, etc.
IX.	MAINTENANCE OF PREMISES
9.01.	Repairs
9.02.	Landlord's Right to Cure
9.03.	Structural Repairs

21.04.402.4433

- 21.04.402.4434
- X. LANDLORD'S RIGHT OF ENTRY
    - 10.01. Access to Premises
    - 10.02. Utility Mains, etc.
  - XI. ASSUMPTION OF RISK
  - XII. INSURANCE
    - 12.01. Insurance Requirements
      - (a) Fire Insurance Policy
      - (b) Liability Insurance Policy
      - (c) Plate Glass Insurance Policy
    - 12.02. Waiver of Subrogation
  - XIII. REAL PROPERTY TAXES
  - XIV. FINANCING
    - 14.01. Offset Statements
    - 14.02. Priority of Lease and Attornment
    - 14.03. Consent to Mortgage
    - 14.04. Protection of Mortgage
  - XV. INDEMNITY AGAINST CLAIMS
    - Protection Against Landlord
  - XVI. MERCHANTS' ASSOCIATION
    - 16.01. Merchants' Association
    - 16.02. Association Dues
    - 16.03. Landlord's Contribution
  - XVII. UTILITIES AND OTHER CHARGES
    - 17.01. Payment of Charges
    - 17.02. Non-Liability for Interruption
  - XVIII. DESTRUCTION OR DAMAGE
    - 18.01. Repairs by Landlord
    - 18.02. Non-Insured Casualty
    - 18.03. Continuation of Business
    - 18.04. Repairs by Tenant
    - 18.05. Abatement of Fixed Minimum Rent
  - XIX. EMINENT DOMAIN
    - 19.01. Automatic Termination of Lease
    - 19.02. Option to Cancel
    - 19.03. Compensation and Damages
    - 19.04. Condemnation of Leasehold Interest
  - XX. ASSIGNMENT AND SUBLETTING
    - 20.01. Restriction on Assignment and Subletting
    - 20.02. Corporate Ownership
    - 20.03. Continuing Liability of Tenant
  - XXI. DEFAULT
    - 21.01. Right to Reenter
    - 21.02. Right to Relet
  - XXII. SURRENDER AND HOLDING OVER
    - 22.01. Surrender Upon Termination
    - 22.02. Liquidated Damages
    - 22.03. Holding Over

XXIII. ATTORNEY'S FEES  
Tenant's Liability

XXIV. NOTICES  
24.01. Notice to Tenant  
24.02. Notice to Landlord  
24.03. Time of Service

XXV. LANDLORD'S CONSENT

XXVI. HAWAII STATE CONVEYANCE TAX

XXVII. DEVELOPMENT PLAN  
Right to Change

XXVIII. DEMOLITION, ETC. OF BUILDING BY LANDLORD

XXIX. RELOCATIONS  
Right to Relocate

XXX. DEFINITIONS  
(a) "aggregate rent"  
(b) "common areas"  
(c) "The Chinatown Cultural Plaza"  
(d) "floor area"  
(e) "gross sales"  
(f) "leasehold improvements"  
(g) "premises" or "demised premises"  
(h) "structural elements"

XXXI. MISCELLANEOUS PROVISIONS  
30.01. Gender and Number  
30.02. Joint and Several Liability  
30.03. Successors  
30.04. Severability  
30.05. Integration  
30.06. Applicable Laws  
30.07. Captions

XXXII. INTEREST

XXXIII. LATE PAYMENT CHARGE

21.04.402.4435

THE CHINATOWN CULTURAL PLAZA  
LEASE

Store Space # 203      Floor Area 3,437      sq. ft.  
Number of Exclusive Parking Stalls one (1)  
Share of Common Area Maintenance Charge \* %  
Amount of Security Deposit \$ 3,500.00  
Share of Real Property Taxes \* %  
Gross Rent Per Month \$ 3,500.00  
Percentage Rent None %

\* Included in gross rent per month along with G.E. tax.

THIS INDENTURE OF LEASE, executed this \_\_\_\_\_  
day of \_\_\_\_\_, 19\_\_\_\_, by and between LONGEVITY  
INTERNATIONAL ENTERPRISES CORPORATION, a Hawaii corporation,  
hereinafter called "Landlord", and

FRIENDS FOR FASI

whose principal place of business and post office address is

Suite 203, 100 North Beretania, Honolulu, Hawaii - 96817

hereinafter called "Tenant",

WITNESSETH:

That Landlord hereby leases to Tenant, and  
Tenant hereby hires from Landlord the Store Space above  
mentioned, located at "THE CHINATOWN CULTURAL PLAZA"  
(hereinafter referred to as "THE CULTURAL PLAZA" or  
"CULTURAL PLAZA"), situated at 100 North Beretania Street,  
Honolulu aforesaid, which space is more particularly  
delineated in "red" on Page 1 of Exhibit A, attached  
hereto and described as store space # 203, on the  
following terms, covenants and conditions, to wit:

ARTICLE I

TERM

Term of Lease. The term of this lease shall  
be for a period of three (3) years beginning on  
June 1st, 1996, and expiring on May 31st  
-----, 1999.

ARTICLE II

Rent

Section 2.01. Tenant shall, during the entire  
term hereof, pay to Landlord as rent for the demised premises  
the following sums:

(a) Minimum Rent. The minimum rent per month  
hereinafter set forth shall be payable in advance on or  
before the first day of each month during the term hereof,  
net above all taxes, assessments and other charges payable  
hereunder by Tenant, to wit:

21-04-402-4436



(b) Percentage Rent. In addition to said minimum rent, Tenant shall pay to Landlord during each calendar year and at the times and in the manner herein-after set forth a percentage rent in an amount equal to none per cent (-0- %) of Tenant's gross sales, less the minimum rent for each such year. The percentage rent in all cases payable with respect to each year shall be paid in monthly installments and adjusted at the end of each year as follows:

(1) Within ten (10) days after the end of each calendar month, Tenant shall submit to Landlord a written Statement of Sales, showing the gross sales for the preceding calendar month, as required in Section 3.02(a) hereof, and enclose therewith payment of the percentage rent due hereunder, which shall be an amount equal to the aforesaid percentage, multiplied by the gross sales for said month, minus the minimum rent paid for said month.

(2) Within thirty (30) days after the end of each calendar year, Tenant shall submit to Landlord an Annual Statement of Sales as required under Article III, Section 3.02(b) hereof, and the total percentage rent payable for such calendar year shall be computed on the basis of the amount of gross sales, as set forth in such Statement. If the total of the monthly percentage rent payments during such calendar year is less than the total percentage rent payable for such calendar year, then Tenant shall pay such deficiency to Landlord, together with the submission of said Statement; and if the total of such monthly percentage rent payments exceeds the said percentage rent payable for such calendar year, then Landlord shall refund or credit such excess to Tenant, as Landlord shall in its sole discretion, determine.

Section 2.02. Place of Payment. Tenant shall pay the rent to Landlord at the office of Landlord at Suite 304, 100 North Beretania Street, Honolulu aforesaid, or at such other place as Landlord may from time to time designate in writing.

Section 2.03. Gross Income Tax. Tenant shall pay to the Landlord as additional rent, together with each payment of rental or any other payment required hereunder which is subject to the State of Hawaii General Excise Tax on gross income (as may be amended) and all other similar taxes imposed upon said Landlord on said rental or said other payment in the nature of a gross receipts tax, sales tax, privilege tax or the like, excluding Federal or State net income taxes, whether imposed by the United States of America, State of Hawaii or City and County of Honolulu, an amount which when added to such rental or other payment shall yield to the Landlord after deduction of all such tax payable by Landlord with respect to all such payments a net amount which Landlord would have realized from such payment had no such tax been imposed.

21-01-402-4437

Section 2.04. Refund of Test Purchases. Landlord may employ "shoppers" to visit Tenant's place of business for the purpose of ascertaining if Tenant's employees are correctly registering sales. In connection therewith, said shoppers may purchase merchandise from Tenant's store, and in such event, Tenant will, upon request by Landlord, accept the return of merchandise so purchased and refund to Landlord the purchase price thereof. The amount refunded shall be deducted from gross sales for the purpose of computing percentage rent.

### ARTICLE III

#### BOOKS, RECORDS AND SALES REPORTS

Section 3.01. Preservation and Disclosure of Records. For the convenience of Landlord in ascertaining the amount of rent, Tenant agrees to prepare and keep on the demised premises for a period of not less than one (1) year following the end of each calendar year or until Landlord's auditors have had reasonable opportunity to audit the same, whichever is later, adequate records which shall show inventories, purchases and receipts of merchandise at the demised premises, and daily receipts from all sales and other transactions on the demised premises by Tenant and any other persons conducting any business upon said premises, including, without limitation, cash register tapes and serially numbered sales slips and such other sales records as may be required by Landlord.

Tenant shall record at the time of sale, in the presence of the customer, all receipts from sales or other transactions, whether for cash or credit, in a cash register or in cash registers serviced in Honolulu by an established agency. Cash registers shall have a nonresettable cumulative total, a detail audit tape, a transaction number with a four-digit capacity, an indicator readily visible to customer as to the amount rung, and a seven-digit cumulative capacity or greater as determined by Landlord, based on type of business, with a four-digit overrun counter. Tenant shall furnish to Landlord a statement from an established agency that the transaction number, the cumulative total and the overrun counter have been sealed in a manner approved by Landlord. Cash registers shall also have other features as may be required by Landlord. Upon the installation or removal of any cash register used in the demised premises, Tenant shall immediately furnish to Landlord notice in writing stating make, model number, serial number and cumulative total reading and overrun counter reading of the cash register. Any repair agency employed by the Tenant to repair or replace any cash register shall be and is hereby authorized and directed to disclose and furnish to Landlord or its auditors any information obtained by the agency in the course of making such repair or replacement pertaining to said cash register. Tenant shall issue to each customer a receipt or sales slip for each transaction, which transaction must be recorded either on serially numbered sales slips or cash register tapes. Landlord's agents shall have the right during business hours to examine the cash register totals and inspect the aforesaid records to determine whether Tenant is complying with the provisions of this Section.

21-01-402-4438

### Section 3.02. Reports of Sales.

(a) Monthly Statement of Sales. Within ten (10) days after the end of each calendar month, Tenant shall submit to Landlord at the place fixed for the payment of rent a written statement signed by Tenant or by Tenant's authorized agent and certified to be correct, showing in accurate detail the amount of gross sales of the preceding calendar month. If the term hereof commences on a date other than the first day of a calendar month, then the amount of the gross sales of the initial fractional month shall be included in the statement for the first calendar month following.

(b) Annual Statement of Sales. Within thirty (30) days after the end of each calendar year, Tenant shall submit to Landlord at the place fixed for the payment of rent a written statement signed by Tenant or by Tenant's authorized agent and verified by a certified public accountant, showing in accurate detail the amount of gross sales during the preceding calendar year. The statements referred to herein and in Subparagraph (a) of this Section shall be in such form and style and contain such details and breakdown as the Landlord may reasonably require.

Section 3.03. Report by Landlord's Accountant. Without prejudice to any remedies herein provided, if Tenant shall fail to promptly furnish any such reports mentioned in Section 3.02 above, Landlord may have such reports prepared on Tenant's behalf by an accountant to be selected by Landlord, at the expense of Tenant. Tenant shall furnish to such accountant all records requested for the purpose of preparing such reports and shall, upon demand, pay to Landlord as additional rent all expenses incurred by Landlord in securing such reports.

## ARTICLE IV

### AUDIT

Section 4.01. Audit by Landlord's Auditor. The Landlord and its agents shall have the right of access to all books, accounts, records and reports, including gross income tax reports, that may be kept by Tenant, showing daily sales, and upon receipt of notice no less than twenty-four (24) hours prior thereto, Tenant shall permit a complete audit to be made by Landlord or by a Certified Public Accountant, of Tenant's entire business affairs and records relating to the business conducted on the demised premises for the period covered by any statement issued by Tenant. Tenant will cooperate fully in any inspection, examination or audit. Should such audit by a Certified Public Accountant disclose that rental has been underpaid by two per cent (2%) or more for any period under examination, Landlord shall be entitled to

reimbursement of the reasonable cost of any such audit, as additional rent, in addition to the deficiency. If such audit by a Certified Public Accountant shall disclose that rent has been underpaid by five per cent (5%) or more for the period under examination, Landlord shall have the right, upon five (5) days' notice, to terminate this Lease.

Section 4.02. Nonwaiver. The Landlord's acceptance of percentage rent payments shall be without prejudice to the Landlord's right to an examination of the Tenant's books and records of its gross receipts and inventories of merchandise at the demised premises, in order to verify the amount of annual gross sales made by the Tenant and others under him in and from the demised premises.

## ARTICLE V

### TENANT'S BUSINESS OPERATION

Section 5.01. Use of Premises. The premises herein demised shall be used for the following purposes only, and no part thereof shall be used for any other purpose without the Landlord's written consent, which consent may be arbitrarily withheld, to wit:

Office

Section 5.02. Conduct of Business. Tenant shall conduct its business on the demised premises with due efficiency and diligence, so as to produce the maximum gross sales which may be produced by such manner of operation. Tenant agrees to carry at all times a complete stock of merchandise of such size, character and quality consistent with Tenant's business as shall be reasonably designed to produce the maximum return to Landlord and Tenant.

Section 5.03. Business Hours. Tenant agrees that Landlord may, from time to time, establish business hours during which all businesses in The Cultural Plaza must be open for business, and Tenant agrees to abide by such business hours as are established by Landlord; provided, however, Landlord may, from time to time, excuse some of the tenants from compliance with the foregoing requirement if, in Landlord's sole and exclusive discretion, such excuse and waiver will not materially affect Landlord's objective for establishing business hours as aforesaid. The granting of such excuse and waiver by Landlord to

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other tenants shall not excuse Tenant from the performance of Tenant's agreement contained in this Section if Landlord shall require such performance. Tenant shall keep the display windows and signs, if any, in the demised premises well lighted during such hours and days as shall from time to time be designated by Landlord.

Section 5.04. Observance of Laws, etc. Tenant shall not use or permit the use of the demised premises or any part thereof for any use or purpose which violates any laws, ordinances, rules, regulations or requirements of any governmental authority having jurisdiction. Tenant shall, at his sole cost and expense, observe and comply with all laws, ordinances, rules and regulations now or hereafter made by any governmental authority applicable to the demised premises or any improvement therein and relating in any way to the condition, use or occupancy thereof, and Tenant will indemnify and save Landlord harmless from any and all liabilities, costs and expenses incurred by Landlord by reason of any failure by Tenant to do so.

Section 5.05. Observance of Rules of The Cultural Plaza. Tenant shall observe the rules of The Cultural Plaza, attached hereto as Exhibit "B", and such additional rules and/or amendments thereto as the Landlord may adopt from time to time. Tenant hereby agrees that Landlord has the right to police, regulate and otherwise control the use of the demised premises, and the common areas and facilities of The Cultural Plaza, and to adopt such rules relating to the use thereof as Landlord shall, in its sole discretion, deem to be in the best interest of the tenants of The Cultural Plaza. Any breach of such rules shall be deemed a breach of this Lease.

Section 5.06. Condition of Premises. Tenant shall at all times keep the demised premises in a clean, sanitary and safe condition, and shall not permit any nuisance or hazards to exist thereon.

## ARTICLE VI

### SECURITY DEPOSIT

Section 6.01. Amount of Deposit. Tenant has deposited with Landlord the amount specified on Page 1 hereof, as security deposit, receipt of which the Landlord hereby acknowledges. Said deposit shall be held by Landlord without liability for interest, as security for the faithful observance and performance of the terms, covenants and conditions required to be observed and performed by the Tenant hereunder.

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Section 6.02. Use and Return of Deposit. If Tenant fails to pay when due the rent herein reserved or fails to observe and perform the other terms, covenants and/or conditions required to be observed and performed by him, then and in such event the Landlord may, at its option, apply said deposit or any part thereof as may be necessary to pay such overdue rent and/or to compensate Landlord for any loss or damage sustained by it by reason of such default. If said deposit or any part thereof should be applied by Landlord as aforesaid, Tenant shall, upon written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said security deposit to the amount set forth on Page 1 hereof, and failure to do so within five (5) days after receipt of such demand shall constitute a default hereunder. If Tenant is not in default under the terms of this Lease, said security deposit shall be returned to Tenant in full within ten (10) days after the termination of this Lease.

Section 6.03. Transfer of Security Deposit. Landlord may deliver the aforesaid security deposit to any purchaser of Landlord's interest in the demised premises, and thereupon Landlord shall be discharged from further liability to the Tenant for the return thereof, provided said purchaser agrees in writing to be responsible for the return of said deposit to Tenant upon the expiration hereof, as set forth herein.

## ARTICLE VII

### PARKING AND COMMON AREAS

Section 7.01. Parking. Landlord shall provide parking areas in The Cultural Plaza for no less than One (1) car(s), and no less than ----- stall(s) shall be designated for customer parking only.

Section 7.02. Right to Use. Tenant and Tenant's customers shall have the right, in common with others, to use the parking and other common areas of The Cultural Plaza in connection with the business conducted on the demised premises.

Section 7.03. Tenant's Exclusive Parking Privilege. Landlord shall assign to Tenant the number of parking stalls shown on Page 1 hereof for his exclusive use, and Tenant shall pay to Landlord such parking fees therefor as Landlord shall determine from time to time. Landlord shall have the right to relocate said parking spaces and/or reduce the number of exclusive parking spaces assigned to Tenant. If Landlord, in its sole discretion, determines that additional parking spaces are required for customer use, Landlord may terminate the Tenant's exclusive use thereof by giving fifteen (15) days' written notice prior to such termination. Landlord may terminate Tenant's exclusive parking space without terminating the exclusive parking privilege of other tenants in The Cultural Plaza.

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Section 7.04. Parking Fees and Validated Parking. Tenant and Tenant's customers using the parking areas shall pay a parking fee, the amount of which shall be determined by Landlord from time to time. Landlord may establish a validated parking system and require Tenant to validate the parking fee for its customers upon such terms and conditions as Landlord may deem reasonable. In connection therewith, Landlord may require Tenant to purchase in advance "validated coupons" to be given to each customer whose parking fees are validated by Tenant. All parking fees and income from sale of validated coupons received by Landlord, minus expenses incurred in connection therewith, including gross income taxes payable thereon, shall be deposited in and belong to the Common Area Maintenance Fund.

Section 7.05. Common Area Maintenance Charge. In order to defray the expenses incurred by Landlord in operating, managing and maintaining the parking and other common areas and common facilities of The Cultural Plaza, Tenant shall pay to Landlord, in addition to the rents herein reserved, a percentage of the expenses incurred by Landlord in connection therewith, which percentage is set forth on Page 1 hereof. If the common area adjacent to the premises herein demised requires special maintenance or cleaning as a result of heavy or abusive use by Tenant, Tenant's employees or customers, an additional common area maintenance charge will be assessed against the Tenant. Said additional charge shall be an amount equal to the cost of the special cleaning and/or maintenance, plus fourteen per cent (14%) thereof to cover overhead and Hawaii gross income tax. Said additional charge shall be payable at the same time and in the same manner as the common area maintenance charge.

Section 7.06. Costs Incurred in Common Area Maintenance Charge. The common area maintenance charge shall include Landlord's expenses incurred in connection with the management of the Common Area Maintenance Fund and the management and maintenance of the common areas of The Cultural Plaza. Such expenses shall include, inter alia, (a) repairs to and maintenance of the buildings and grounds of The Cultural Plaza and the fixtures and equipment therein, including, without limitation, elevators, fire control equipment and cooling towers; (b) utilities used in connection with the common areas of The Cultural Plaza, including, without limitation, electricity, water and sewer fees; (c) security services, including the installation of security devices and equipment; (d) janitorial services; (e) garbage and refuse removal; (f) premiums for insurance of every kind and nature, including, without limitation, fire, general liability, and property damage insurance; (g) acquisition, replacement and/or depreciation of equipment; (h) office expenses, including billing costs, postage and stationery; (i) auditing and legal expenses; (j) expenses incurred in contesting real property tax assessments; (k) employees' salaries, including payroll taxes, Workers' Compensation Insurance premiums, Temporary Disability Insurance premiums, health insurance premiums and other

costs of employee benefits; (l) cost of controlling picketing and handling labor disputes affecting common areas; and (m) Gross Income Taxes payable on account of receipts by Landlord for reimbursement of said costs and, without limitation, all other costs of managing, operating and maintaining the parking and other common areas of The Cultural Plaza.

Section 7.07. Payment of Common Area Expenses. Tenant shall pay his share of the common area maintenance expenses monthly, in advance (based on estimates made by the Landlord), at the time and place for the payment of monthly rents due hereunder. Within thirty (30) days after the end of each calendar year, Landlord shall provide Tenant with a statement showing the annual costs incurred in the management of the Common Area Maintenance Fund and the management and maintenance of the common areas. If the Tenant's share thereof exceeds the aggregate monthly payments made by him, Tenant shall, within ten (10) days after receipt of Landlord's demand, pay the excess thereof, and if the aggregate of said monthly payments exceeds the Tenant's share thereof, Landlord shall forthwith credit or refund to Tenant said difference, as Landlord may determine.

## ARTICLE VIII

### IMPROVEMENTS, TRADE FIXTURES, SIGNS

Section 8.01. Improvements, Alterations and Signs. Prior to the commencement of any construction on the demised premises or the installation of any signs within or on the exterior thereof, Tenant shall (a) submit to the Landlord the Plans and Specifications therefor prepared by a licensed architect or a designer familiar with the Building Code and Sign Ordinance of the City and County of Honolulu; (b) obtain the Landlord's written approval thereof; and (c) post with Landlord a bond or other evidence satisfactory to Landlord, guaranteeing that said construction or installation will be completed free and clear of all mechanics' and materialmen's liens.

Section 8.02. No Right of Removal. All improvements and alterations, including fixtures (except trade fixtures), air condition ducts, flooring, wall coverings, etc., made by Tenant on or to the demised premises shall become and remain an integral part thereof, and shall not be removed without the written consent of the Landlord, which consent may be arbitrarily withheld.

Section 8.03. Trade Fixtures. If Tenant is not in default hereunder, Tenant may, prior to the expiration hereof, remove the trade fixtures, signs, or other personal property installed or placed on the demised premises by Tenant.

Section 8.04. Right to Demand Removal of Improvements and Trade Fixtures. Landlord may, at its election, require Tenant to remove the trade fixtures, signs, improvements and alterations installed or constructed on the demised premises. In such event, any damages thereto caused by such removal



shall be repaired by Tenant at his expense prior to the expiration hereof. If Tenant fails to repair said damages, Landlord may do so and Tenant shall pay the cost of such repairs, plus twenty-five per cent (25%) thereof to cover Landlord's services rendered in connection therewith. Any fixture, sign or other personal property left on the demised premises after the expiration of this Lease shall be deemed abandoned by Tenant.

Section 8.05. Posters, Placards, Signs, etc. Tenant shall not, without the prior written consent of Landlord, post any signs, posters, banners, placards, letterings, advertising or other similar material in the common areas of The Cultural Plaza or on the exterior of the demised premises, nor display the same in the interior of the demised premises in a manner visible from the common areas. Landlord may withhold such consent if, in its sole judgment, such signs, posters, placards, lettering, advertising, etc., are unsightly, offensive or injurious to the character of The Cultural Plaza or the objectives of the Landlord. Tenant shall, upon written request from Landlord, forthwith remove such objectionable material. If Tenant fails to do so within forty-eight (48) hours of demand, Landlord shall be entitled to immediate injunctive relief, mandatory or restraining, without bond, and without prejudice to any other remedies which Landlord may have.

## ARTICLE IX

### MAINTENANCE OF PREMISES

Section 9.01. Repairs. Tenant shall at his cost and at all times keep the demised premises, including, without limitation, the exterior entrances thereto, plate glass windows, flooring, partitions, walls, ceilings, doors, lighting and plumbing lines and fixtures, air-conditioning equipment, etc., in good order, repair and condition.

Section 9.02. Landlord's Right to Cure. If Tenant fails to maintain the demised premises as aforesaid and such failure shall continue for a period of thirty (30) days after receipt of Landlord's written demand, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's business, stock or other property by reason thereof. Tenant shall, upon demand, pay to Landlord the cost of such repairs, plus twenty-five per cent (25%) to cover Landlord's services in connection therewith.

Section 9.03. Structural Repairs. If the structural elements of the demised premises or the common areas adjacent thereto are in need of repairs, Tenant shall give written notice thereof to Landlord, stating the necessity therefor and the nature thereof. Landlord shall, after receipt of such written notice, make any such necessary repairs specified in such notice. If Landlord is required to make repairs to structural portions by reason of Tenant's negligent acts or omissions to act, Landlord may add the cost of such repairs to the rent which shall next become due, and Tenant shall pay the same as additional rental. Nothing herein contained shall be construed as to require

Landlord to make repairs to the interior surfaces of the demised premises unless the need for such repairs was caused by Landlord's neglect, acts or omissions.

#### ARTICLE X

##### LANDLORD'S RIGHT OF ENTRY

Section 10.01. Access to Premises. Landlord and/or its agents shall have the right to enter the demised premises at all reasonable times to inspect, maintain or to make repairs, alterations or additions thereto or to the building of which the demised premises is a part. In connection therewith, Landlord may erect scaffolds, canopies, fences and props as may be required, without being liable to Tenant for any rebate in rent or for any damages occasioned by any business disruption. Provided, however, such entry and work shall be done in such manner as to cause the minimum of interference to Tenant.

Section 10.02. Utility Mains, etc. Landlord shall have the right to locate within the demised premises utility facilities, including, without limitation, water lines, sewage lines, sewage vents, steam and condensate pipes, condenser cooling water pipes, electric power circuits, telephone circuits, pump stations, electric panel boards, sanitary vents, fresh air supply ducts and exhaust ducts, when the location thereof within said premises is dictated by necessities of engineering design, good practice and/or building code requirements. Provided, however, said facilities shall be unobtrusive in appearance and be located so as to cause a minimum of interference to the Tenant. Landlord shall have the right to locate cooling towers on the roof over the demised premises.

#### ARTICLE XI

##### ASSUMPTION OF RISK

All property of Tenant kept or stored in the demised premises shall be at the sole risk of Tenant, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carriers, unless such damage shall be caused by the willful act or gross neglect of Landlord.

#### ARTICLE XII

##### INSURANCE

Section 12.01. Insurance Requirements. Tenant shall, at his cost, purchase and maintain the insurance coverage hereinafter described on the demised premises from an insurance company or companies authorized to do business in the State of Hawaii, and shall deposit the same or certificates thereof with the Landlord. Said policies shall (a) name the Landlord and such other persons as the Landlord may designate as additional insured persons, and (b) provide that the same shall not be cancelled or modified unless written notice thereof is given to the Landlord and the other additional insured persons no less than thirty (30) days prior to such cancellation or modification.

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(a) Fire Insurance Policy. The fire insurance policy shall insure all of Tenant's leasehold improvements, trade fixtures, merchandise and other properties situated in or upon the demised premises to the extent as nearly as practicable to the full insurable value thereof against loss or damage by fire and all of the perils specified in the Extended Coverage Endorsement. In the event of loss or damage to said improvements, trade fixtures, merchandise or other properties, the proceeds of all such policies shall be promptly used for the repair or replacement thereof.

(b) Liability Insurance Policy. The liability insurance policy shall cover the demised premises, the equipment therein and the business operated thereon with minimum limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) for injury or death to one or more persons in any one accident or occurrence, and not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for property damage.

(c) Plate Glass Insurance Policy. The plate glass insurance policy shall be for an amount equal to the full replacement cost of all plate glass windows on the demised premises.

Section 12.02. Waiver of Subrogation. Any policy which does not name Landlord as an additional insured shall contain an express waiver of any right of subrogation against Landlord.

#### ARTICLE XIII

##### REAL PROPERTY TAXES

Tenant shall, no less than ten (10) days before the same becomes delinquent, pay to Landlord a percentage of the real property taxes now or hereafter assessed against The Cultural Plaza and the improvements thereon during the term of this lease, which percentage is more particularly set forth on Page 1 hereof. Provided, however, said taxes shall be prorated between Tenant and Landlord as of the commencement and expiration dates of this lease.

#### ARTICLE XIV

##### FINANCING

Section 14.01. Offset Statements. If the Landlord's mortgagee or a prospective purchaser of the Landlord's mortgage or of the Landlord's interest in The Cultural Plaza desires a statement of Tenant's claims, if any, against the Landlord on account of prepaid rent, security deposit or otherwise, Tenant shall, at Landlord's request, deliver such statement (in recordable form, if required) to the party demanding the same, certifying (if such be the case) that this Lease is in full force and effect and unmodified (or stating the modifications), and that there are no defenses or offsets thereto, or stating those claimed by Tenant.

Section 14.02. Priority of Lease and Attornment.

If the Landlord's mortgagee of The Cultural Plaza or a part thereof desires to have this Lease made prior to its mortgage, as though this Lease were recorded prior thereto, Tenant shall, at Landlord's request, execute any and all documents necessary or expedient to effectuate such priority. If the mortgaged property is sold (whether pursuant to a decree of foreclosure or under power of sale contained in said mortgage), the Tenant shall attorn to the purchaser thereof and recognize him as the Landlord under this Lease, and said purchaser shall if this Lease was terminated (by virtue of Landlord's default under said mortgage), reinstate this Lease at the request of the Tenant. Provided, however, said purchaser shall not be liable to Tenant for any act or omission of the Landlord herein named, nor shall Tenant assert against the Purchaser any defenses or offsets which he may have against it.

Section 14.03. Consent to Mortgage. Notwithstanding

anything contained herein to the contrary, Tenant may from time to time, without further consent of Landlord, assign this Lease by way of mortgage to any bank, insurance company or other established lending institution, as mortgagee, provided that Tenant shall, upon execution of such mortgage, promptly deliver a true copy thereof to Landlord. The mortgagee or assigns may enforce such mortgage and acquire title to the leasehold estate in any lawful way and, pending foreclosure of such mortgage, may take possession of and rent the demised premises, and upon foreclosure thereof may, without further consent of Landlord, sell and assign the leasehold estate by assignment, in which the assignee shall expressly assume and agree to observe and perform all the covenants of Tenant herein contained. Such assignee may make a purchase money mortgage of this Lease to the assignor, provided that upon execution of any such assignment or mortgage, a true copy thereof shall be delivered promptly to Landlord, and that no other or further assignment of this Lease or sublease of the demised premises for which any provision hereof requires the written consent of Landlord shall be made without such consent. The mortgagee or its assigns of such mortgage shall be liable to perform the obligations herein imposed on Tenant only during the period such person had possession or ownership of the leasehold estate. Nothing contained in such mortgage shall release or be deemed to relieve Tenant from the full and faithful observance and performance of its covenants herein contained or from any liability for the nonobservance or nonperformance thereof, nor be deemed to constitute a waiver of any rights of Landlord hereunder, and the terms, covenants and conditions of this Lease shall control in case of any conflicts with the provisions of such mortgage.

Section 14.04. Protection of Mortgage. During

the continuance in effect of any authorized mortgage of this Lease, Landlord will not terminate this Lease because of any default on the part of Tenant to observe or perform any of the covenants or conditions herein contained if the mortgagee or its assigns, within sixty (60) days after the

Landlord has mailed to the mortgagee or its assigns at the last known address thereof a written notice of intention to terminate this Lease for such cause, shall cure such default if the same can be cured by the payment of money, or if such is not the case, shall undertake in writing to perform and shall thereafter perform all the covenants of this Lease capable of performance by the mortgagee or its assigns, until such time as this Lease shall be sold upon foreclosure of such mortgage, and any default consisting of Tenant's failure promptly to discharge any lien, charge or encumbrance against the demised premises junior in priority to such mortgage shall be deemed to be duly cured if such mortgage shall be foreclosed by appropriate action instituted within said 60-day period and thereafter prosecuted in diligent and timely manner.

#### ARTICLE XV

##### INDEMNITY AGAINST CLAIMS

Protection of Landlord. Tenant shall indemnify and save Landlord harmless against and from any and all claims, damages, costs and expenses, including reasonable attorney's fees, arising from the operation of the business conducted by Tenant in the demised premises or arising from any default by Tenant in the performance of any of the covenants, conditions or provisions of this Lease or from any act or negligence or omission to act of Tenant, its agents, contractors, servants, employees, sublessees, concessionaires or licensees in or about the demised premises or in connection with this Lease or any sublease. In case any action or proceeding be brought against Landlord by reason of any such claim, even though such claim be based on alleged fault of Landlord, Tenant agrees to pay the reasonable costs and expenses thereof, including counsel fees, and any judgments or settlement of claim secured against Landlord by reason of such action or proceeding.

#### ARTICLE XVI

##### MERCHANTS' ASSOCIATION

Section 16.01. Merchants' Association. Landlord may, in its sole discretion, organize a merchants' association, to be known as "The Cultural Plaza Merchants' Association" (herein called "Association"). The primary purpose of the Association shall be to encourage its members to deal fairly and courteously with their customers, to sell their merchandise or services at fair prices, to follow ethical business practices, to assist the business of members by sales promotion and advertising covering all of The Cultural Plaza, and in general, to promote the interest and well being of the Association members. Upon receipt of written request from Landlord, Tenant will join and thereafter maintain membership in the Association during the entire term of this Lease, and will actively participate in any joint planning, joint promotion or joint advertising which the Association may undertake.

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Section 16.02. Association Dues. Tenant will, upon joining the Association, pay to the Association monthly dues in an amount equal to the product of the floor area of the demised premises, multiplied by an amount deemed reasonable by the Landlord to meet the objectives of the Association. Said dues may, subject to the approval of the Landlord, be adjusted annually by majority vote of the Board of Directors of the Association.

Section 16.03. Landlord's Contribution. Landlord shall become and remain a member of the Association and shall pay, in lieu of dues, an assessment equal to twenty-five per cent (25%) of all dues collected by the Association from its other members. Provided, however, Landlord may, in lieu of paying the assessment in cash, pay all or a part of the salary of a promotional director and members of his staff, all of whom shall be under the exclusive control and supervision of the Landlord, who shall have authority to employ and discharge such director and staff.

#### ARTICLE XVII

##### UTILITIES AND OTHER CHARGES

Section 17.01. Payment of Charges. Tenant shall pay for all charges for utilities (including water, sewer, gas and electricity) furnished to the demised premises, and for any charges for the installation of meters therefor. If utility services are furnished by Landlord, Tenant shall pay its pro rata share of the cost of such utility services, plus any gross income tax payable thereon by Landlord. In determining Tenant's and other tenants' pro rata share of such costs, Landlord shall allocate the total cost of each such utility service among all of the tenants connected to the same meter in an equitable manner, taking into consideration floor area, number of fixtures, equipment used, business hours and such other factors as may materially affect consumption of such utility services. The maintenance and repair of pipes, wires and other facilities required to be installed or constructed by Tenant to connect the aforesaid utility services to the demised premises shall be the responsibility of the Tenant.

Section 17.02. Non-Liability for Interruption. Landlord shall not be liable to Tenant for damages or otherwise for any failure to furnish or for interruption in service of any water, gas or electricity or for stoppage of sewers or from malfunction or stoppage of the cooling tower or chilled water system from any cause whatsoever.

#### ARTICLE XVIII

##### DESTRUCTION OR DAMAGE

Section 18.01. Repairs by Landlord. If the demised premises or any portion of the building (of which the demised premises is a part) should be damaged or destroyed during the term hereof by any casualty insurable under the

standard fire and extended coverage insurance policies, Landlord, subject to any delay or inability from causes beyond Landlord's control, shall repair and/or rebuild the same to substantially the condition in which the same existed immediately prior to such damage or destruction.

Section 18.02. Non-Insured Casualty. If the building (of which the demised premises is a part) should be damaged or destroyed by a casualty not insurable under the standard fire and extended coverage policies, then Landlord may either terminate this Lease or elect to repair or restore said damage or destruction, in which latter event Landlord shall repair and/or rebuild the same as provided in Section 18.01 hereof, and the minimum rent shall be abated proportionately as provided in Section 18.05 hereof. Landlord shall advise Tenant in writing within thirty (30) days after the casualty whether it intends to rebuild or repair. If Landlord elects not to repair or rebuild, this Lease shall terminate without further notice, in which event all further obligations of either party shall cease, effective as of the date Tenant shall cease doing business in the demised premises. If such damage or destruction occurs and this Lease is not so terminated by Landlord, this Lease shall remain in full force and effect. Landlord's obligation under this Section shall in no event exceed the scope of the work to be done by the Landlord in the original construction of the building and the demised premises.

Section 18.03. Continuation of Business. Tenant agrees, during any period of reconstruction or repair of the demised premises and/or of the building, to continue the operation of its business in the demised premises to the extent reasonably practicable from the standpoint of good business.

Section 18.04. Repairs by Tenant. Tenant shall, in the event of any damage or destruction affecting the demised premises, unless this Lease shall be terminated as herein provided, forthwith replace or fully repair all plate glass, exterior signs, trade fixtures, equipment, display cases and other installations originally installed by Tenant.

Section 18.05. Abatement of Fixed Minimum Rent. The fixed minimum rent shall be abated proportionately during any period in which, by reason of any damage or destruction, there is a substantial interference with the operation of business of Tenant in the demised premises, having regard to the extent to which Tenant may be required to discontinue its business in the demised premises, and such abatement shall continue for the period commencing with such destruction or damage and ending with the completion by the Landlord of such work or repair and/or reconstruction, as Landlord is obligated to do.

## ARTICLE XIX

### EMINENT DOMAIN

#### Section 19.01. Automatic Termination of Lease.

If the whole of the demised premises shall be taken by any duly constituted authority under the power of eminent domain, then and in such event this Lease shall terminate as of the day possession is taken by such condemning authority, and all rents shall be paid up to that date. If only a part of the demised premises shall be taken under eminent domain, this Lease shall terminate as to the portion taken, and (unless this Lease shall be terminated as hereinafter provided) shall continue in full force and effect as to the remainder of the demised premises, and the minimum rent shall be reduced in the proportion that the floor area taken bears to the total floor area of the demised premises.

#### Section 19.02. Option to Cancel. If only a portion

of the demised premises is taken, and by reason thereof the remainder of the demised premises cannot be used for the purposes for which Tenant has been using same, Tenant shall have the option of cancelling this Lease, effective as of the date the condemning authority shall take possession, by giving written notice of his election to cancel within thirty (30) days after the filing of such eminent domain action. Provided, however, if more than fifty per cent (50%) of the floor area of the demised premises shall be so taken, either party may terminate this Lease effective as of the date possession is surrendered to the condemning authority, by given written notice to the other prior thereto.

#### Section 19.03. Compensation and Damages. All

compensation and damages for any land or improvements, including leasehold improvements, payable or to be paid by reason of such taking, whether such taking is of the whole or a portion of the demised premises, shall be payable to and be the sole property of Landlord, and Tenant shall have no interest in or claim to such compensation and damages or any part thereof whatsoever; provided that Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or be recoverable by Tenant in Tenant's own right on account of any damages to Tenant's business in the demised premises, or any cost or loss to Tenant in removing Tenant's merchandise, furniture, fixtures and equipment.

#### Section 19.04. Condemnation of Leasehold Interest.

In the event of a condemnation of any leasehold interest in all or a portion of the demised premise without the condemnation of the fee simple title also, this Lease shall not terminate,



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and such condemnation shall not excuse Tenant from full performance of all of his covenants hereunder, but Tenant, in such event, shall be entitled to present or pursue against the condemning authority his claim for and to receive all compensation or damages sustained by him by reason of such condemnation, and Landlord's right to recover compensation or damages shall be limited to compensation for and damages, if any, to its reversionary interest, it being understood, however, that during such time as Tenant shall be out of possession of the demised premises by reason of such condemnation, this Lease shall not be subject to forfeiture for failure to observe and perform those covenants not calling for the payment of money. In the event the condemning authority shall fail to keep the premises in the state of repair required hereunder, or to perform any other covenant not calling for the payment of money, Tenant shall have ninety (90) days after the restoration of possession to him within which to carry out his obligations under such covenant or covenants. During such time as Tenant shall be out of possession of the demised premises by reason of such leasehold condemnation, Tenant shall pay to Landlord, in lieu of the fixed minimum and percentage rents provided for hereunder, an annual rent equal to the average aggregate rent paid by Tenant for the period from the commencement of the term until the condemning authority shall take possession, or during the preceding three (3) full calendar years, whichever period is shorter. At any time after such condemnation proceedings are commenced, Landlord shall have the right, at its option, to require Tenant to assign to Landlord all compensation and damages payable by the condemnor to Tenant, to be held without liability for interest thereon, as security for the full performance of Tenant's covenants hereunder, such compensation and damages received pursuant to said assignment to be applied first to the payment of rent, common area maintenance charges, taxes, assessments, insurance premiums and all other sums from time to time payable by Tenant pursuant to the terms of this Lease as such sums fall due, and the remainder, if any, to be payable to Tenant, it being understood and agreed that such assignment shall not relieve Tenant of any of his obligations under this Lease.

#### ARTICLE XX

##### ASSIGNMENT AND SUBLETTING

Section 20.01. Restriction on Assignment and Subletting. Tenant shall not assign this Lease or any interest therein, nor sublet the premises herein demised or any part thereof, nor permit any other person to occupy or use the demised premises or any portion thereof, without the Landlord's prior written consent. Landlord's consent to one assignment, subletting, occupation or use by one person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting without such consent shall be void, and the Landlord may, at its option, terminate this Lease.

21.04.402.4454

Section 20.02 Corporate Ownership. If the Tenant hereunder is a corporation, any sale, assignment, pledge or other disposition of any part or all of the corporate shares of Tenant which shall result in a change in the effective voting control of Tenant, as the same existed as of the date of this Lease, shall be deemed an assignment of this Lease and, therefore, prohibited without the prior written consent of Landlord. If at any time any part or all of the corporate shares of Tenant shall be transferred by bequest, inheritance or operation of law, so as to result in a change in the effective voting control of Tenant as aforesaid, Tenant shall promptly notify Landlord in writing of such change, and Landlord may, at its option, terminate this Lease at any time after such change in control by giving Tenant ninety (90) days' prior written notice of such termination.

Section 20.03. Continuing Liability of Tenant. No assignment or subletting of Tenant's interest permitted under this Article or consented to by Landlord shall in any way release Tenant of any of his liability and responsibility hereunder.

## ARTICLE XXI

### DEFAULT

Section 21.01. Right to Reenter. This Lease is on the express condition that if Tenant fails to pay the rent, real property taxes, and/or common area maintenance charge when due, or fails to keep, maintain and/or submit books, records and Statements of Sales herein required, or fails to perform any of the other terms, covenants or conditions of this Lease required to be observed or performed by Tenant, for more than thirty (30) days after written notice of such default shall have been mailed to Tenant, or if Tenant shall falsify any reports required hereunder, or in any other manner attempt to defraud Landlord, or if Tenant shall become bankrupt or insolvent or file any debtor proceedings, or take or have taken against Tenant any proceedings of any kind under any provision of the Federal Bankruptcy Act, or if Tenant shall abandon said premises, or suffer this Lease to be taken under any writ of execution, Landlord, besides any other rights or remedies it may have, shall have the immediate right, with or without termination, of reentry and may remove all persons and property from the premises, and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

Section 21.02. Right to Relet. If Landlord takes possession of the demised premises because of Tenant's default, Landlord may either terminate this Lease or, without terminating this Lease, may make alterations and repairs thereto which are necessary to relet the premises, and Landlord may relet the premises or any part thereof upon such terms and at such rent that Landlord may deem advisable. Rents received from reletting shall be applied first, to the payment of any costs and expenses incurred in altering, repairing and reletting the premises; second, to the payment

21.04.402.4455

of all debts owed by Tenant to Landlord, including unpaid rent due; and any residue shall be held by Landlord and applied in payment of future rent as it becomes due. If the rents from reletting during any month are less than the rent due under this Lease, Tenant shall pay any deficiency to Landlord, the deficiency being calculated and paid monthly. Termination may, but need not necessarily, be made effective by the giving of written notice to Tenant of intention to terminate this Lease, specifying a day not earlier than five (5) days thereafter, and upon the giving of such notice, this Lease and all right, title and interest of the Tenant hereunder shall cease and terminate. No reentry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous default. Should Landlord at any time terminate this Lease for Tenant's default, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such default, including, inter alia, the cost of recovering the premises, reasonable attorney's fees and rental loss, all of which amounts shall be immediately due and payable from Tenant to Landlord. Tenant agrees that Landlord's rental loss shall be an amount equal to the present worth (at the time of such termination) of the difference between the amount of rent and charges equivalent to rent reserved in this Lease for the unexpired lease term, minus the then fair rental value of the premises for said period, calculated at nine per cent (9%) interest per annum. In determining the rent reserved in this Lease which would be payable by Tenant hereunder, the rent for the unexpired term shall be computed pro rata upon the basis of the average aggregate rent paid for the expired portions of the term of this Lease or the thirty-six (36) months next preceding such default, whichever period is the shorter.

#### ARTICLE XXII

##### SURRENDER AND HOLDING OVER

Section 22.01. Surrender Upon Termination. At the end of the term hereof, Tenant shall surrender the premises in the same condition of cleanliness, repair and sightliness as the premises were upon the commencement of business under this Lease, reasonable wear and tear and damage by unavoidable casualty excepted. Tenant shall surrender all keys for the demised premises to Landlord at the place then fixed for the payment of rent, and shall inform Landlord of all combinations on locks, safes and vaults, if any, in the demised premises.

Section 22.02. Liquidated Damages. If Tenant fails to surrender possession of the demised premises to Landlord at the expiration or other termination of this Lease, Landlord shall have the option to require Tenant to pay, and Tenant shall pay as liquidated damages for each day possession is withheld, an amount equal to the minimum rent herein set forth, plus the monthly common area maintenance charge, multiplied by 2 and divided by 30 days.

Section 22.03. Holding Over. If Tenant remains on the premises after the expiration hereof with the consent of Landlord, he shall be deemed to be a tenant from month-to-month at the monthly rent herein reserved and upon the terms, covenants and conditions herein set forth, so far as the same may be applicable.

ARTICLE XXIII

ATTORNEY'S FEES

Tenant's Liability. If Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, arising out of Tenant's use or occupancy of the demised premises, or in case suit shall be brought for recovery of possession of the demised premises or for the recovery of rent or any other amount due hereunder, or because of the breach of any other covenant herein contained on the part of Tenant to be observed or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred in connection therewith, including a reasonable attorney's fee.

ARTICLE XXIV

NOTICES

Section 24.01. Notice to Tenant. All notices to be given to Tenant may be given in writing, personally to Tenant if Tenant is an individual, or to an officer of Tenant if Tenant is a corporation, or by depositing the same in the United States mail, registered or certified and postage prepaid, and addressed to Tenant at the demised premises, whether or not Tenant has departed from, abandoned or vacated the same.

Section 24.02. Notice to Landlord. Notice to Landlord shall be given in writing by depositing the same in the United States mail, registered or certified and postage prepaid, and addressed to Landlord at the address hereinabove set forth, or at such other address as Landlord may give Tenant in writing from time to time.

Section 24.03. Time of Service. Any written notice sent by registered or certified mail shall be deemed to have been served as of the date it is mailed in accordance with the foregoing provisions.

ARTICLE XXV

LANDLORD'S CONSENT

Whenever Landlord's approval or consent is required hereunder, Landlord shall not (except as provided in Sections 5.01, 8.02 and 8.05 to the contrary) unreasonably or arbitrarily withhold such consent or approval, nor require the payment of any monies therefor other than a reasonable charge for services rendered for processing such consent and for costs incurred in connection therewith, including reasonable attorney's fees.

ARTICLE XXVI

HAWAII STATE CONVEYANCE TAX

The Tenant shall pay any conveyance tax imposed by the State of Hawaii on or by reason of this Lease and for which Landlord may be liable. Landlord shall advise Tenant of the amount of such tax, and the same shall be due and payable at the time of execution of this Lease.

21.04.402.4456

ARTICLE XXVII

DEVELOPMENT PLAN

Right to Change. Landlord reserves the right at any time during the term hereof (without the necessity of obtaining the Tenant's consent or approval therefor) to construct additional buildings in common areas of The Cultural Plaza, or to remove, demolish, renovate or make additions to existing buildings, or to change, remove, relocate or add driveways, entrances and exits, service areas, parking areas, walkways and other parts of the common areas, as shown on said Exhibit "A", to rearrange parking spaces and to add additional parking as long as Tenant's frontage and access to the common areas are not materially affected. Provided, however, if the leaseable floor area in The Cultural Plaza is increased or decreased, the Tenant's share of the common area maintenance charge shown on Page 1 hereof shall be increased or decreased so that the Tenant's share shall at all times be a percentage determined by dividing the floor area of the demised premises as shown on Page 1 hereof by the floor area of the total leaseable area.

ARTICLE XXVIII

DEMOLITION, ETC., OF BUILDING BY LANDLORD

Landlord shall have the right, in its sole discretion, at any time during the term of this Lease, including any extensions thereof, to terminate this Lease for the purpose of demolishing, renovating, expanding, remodeling or selling the building in which the premises are located, subject to the following and provided that Tenant is not in default under this Lease at the time the termination notice referred to subparagraph (a) herein is given:

(a) Landlord shall give Tenant at least six (6) months' written notice prior to terminating the Lease.

(b) Landlord shall pay to Tenant, in cash, on the effective date of such termination, provided Tenant has vacated the Premises by such date, an amount equal to the unamortized cost of Tenant's "nonrecoverable" improvements, if any, made in the premises by Tenant as of the commencement date of the Lease (such improvements are hereinafter referred to as "Initial Improvements"). For the purposes herein, "nonrecoverable", improvements are defined as improvements which cannot be removed and reused by Tenant. "Nonrecoverable" improvements excludes any movable furniture, fixtures and equipment. Tenant's amortization schedule for the Initial Improvements shall be calculated on a seven (7) year straight-line basis. The Initial Improvements shall be approved by Landlord in writing prior to the commencement of the Lease term. Within ninety (90) days after the commencement of the Lease term, Tenant shall provide Landlord with complete and accurate copies of all contracts, invoices, vouchers and receipts with respect to the Initial Improvements. Landlord is obligated hereunder to compensate Tenant only for the Initial Improvements and is not obligated to compensate Tenant for any improvements placed in the premises by Tenant during the term of this Lease after the completion of the construction of the Initial Improvements as approved by Landlord prior to the commencement of the Lease.

(c) Landlord shall reimburse Tenant for all collected but unearned rent and security deposits.

(d) Landlord shall reimburse Tenant for actual moving expenses incurred as a result of said termination, not to exceed one month's base rent. Said reimbursement shall be upon presentation of complete and accurate copies of all moving company contracts, invoices, vouchers and/or receipts.

## ARTICLE XXIX

### RELOCATIONS

Right to Relocate. Landlord shall have the right at any time to relocate Tenant in another floor space within the Building or Buildings, containing at least the same amount of floor area, subject to the following:

(a) Landlord shall give Tenant at least ninety (90) days written notice of the proposed relocation.

(b) The new location shall be substantially similar to the demised premises in respect of frontage and access to common areas.

(c) The minimum rental shall be abated from the date Tenant shall commence removal from the demised premises until such time as Tenant shall offer goods or services for sale from the new location, but not longer than thirty (30) days after the new location is made available to Tenant.

(d) Landlord shall reimburse Tenant for all reasonable expenses incurred by Tenant in making such relocation, including the net cost of putting the new premises in the same condition as the old, after crediting the salvage value of any fixtures or other removable property removed by Tenant from the old premises.

(e) The minimum rental for the new location shall not be greater than the minimum rental for the old location unless the floor area at the new location exceeds that of the old by more than ten per cent (10%). However, Tenant shall not be obligated to accept a floor area exceeding that of the old by more than ten per cent (10%).

## ARTICLE XXX

### DEFINITIONS

The following terms used herein are defined as follows:

(a) "aggregate rent": The term "aggregate rent" means the aggregate of the minimum rent and the percentage rent herein set forth.

(b) "common areas": The term "common areas" includes all areas within the exterior boundaries of The Cultural Plaza, excluding, however, the areas occupied by the Landlord and the leaseable areas leased or available for leasing to tenants for their exclusive use. The term includes, without limitation, the parking areas, service and delivery areas, landscaping areas, walkways, stairways, elevators, corridors, etc., and the utility lines and facilities, equipment, etc., located therein.

(c) "The Chinatown Cultural Plaza": The terms "The Chinatown Cultural Plaza", "The Cultural Plaza" or "Cultural Plaza" mean that tract of land bounded by Beretania Street, River Street Mall, Kukui Street and Maunakea Street in Honolulu aforesaid (excluding, however, that parcel of land containing 20,260 square feet, more or less, at the corner of Maunakea and Kukui Streets, said parcel of land being the Mun Lun School site), and the buildings and improvements thereon.

21-04-402-1155

21-04-402-4459

(d) "floor area": The term "floor area" means the total number of square feet contained in the store space, measured from the interior surfaces of its walls, including the areas in the basement, balconies, mezzanine or upper floors, all without deduction for the space occupied by columns, sprinkler rises, roof drains, vents, piping, waste lines, conduits, ventilation shafts, etc.

(e) "gross sales": The term "gross sales" means the entire income, whether for cash or otherwise, from all sales of merchandise or services from all businesses conducted at, in, from or upon the demised premises, including mail or telephone orders received or filled at the demised premises, receipts at any other location on account of work performed or orders received at the demised premises, all deposits not refunded to customers, excluding, however, the amount of such gross income or other tax that may have been included in the sales price charged a customer. Said term shall not include any cash or credit refund made to a customer with respect to a sale of merchandise or services from the demised premises where such sale is or has been included in Tenant's computation of sales. Each sale, whether for cash or upon installment or credit, shall be considered as a sale for the full price in the month during which such sale shall be made, irrespective of the time of payment, and no deduction shall be allowed for uncollected or uncollectible credit accounts.

(f) "leasehold improvements": The term "leasehold improvements" means all of the improvements constructed or installed in the demised premises by Tenant.

(g) "premises" or "demised premises": The terms "premises" or "demised premises" shall be construed to mean the store space mentioned on Page 1 hereof.

(h) "structural elements": The term "structural elements" means the foundation, exterior walls, structural walls and the roof (excluding ceilings) of the demised premises.

#### ARTICLE XXXI

##### MISCELLANEOUS PROVISIONS

Section 30.01. Gender and Number. The use of any gender shall include any and all genders and the use of any number shall be construed as singular or plural, as the case may require.

Section 30.02. Joint and Several Liability. The liability of the Tenant, if there is more than one, shall be joint and several.

Section 30.03. Successors. The rights and obligations of the parties hereto shall be binding upon and shall inure to the benefit of their respective estates, heirs, personal representatives, successors and permitted assigns.

Section 30.04. Severability. If any term, covenant or condition herein contained or the application thereof shall be invalid or unenforceable, the remainder of this Lease shall not be affected thereby.

Section 30.05. Integration. This Lease contains the entire agreement between the parties hereto, and no amendments hereto shall be valid unless such amendments are in writing and signed by the parties hereto.

Section 30.06. Applicable Laws. The laws of the State of Hawaii shall govern the validity, performance and enforcement of this Lease.

Section 30.07. Captions. The captions of the several Articles contained herein are for convenience only, and do not define, limit, describe or construe the contents of such Articles.

#### ARTICLE XXXI

##### INTEREST

Any and all sums due to Landlord under this Lease which are unpaid when due shall bear interest at twelve percent (12%) per annum or such higher rate as may be permitted by law, until fully paid.

#### ARTICLE XXXII

##### LATE PAYMENT CHARGE

If Tenant shall default in the payment of rent herein reserved or any part thereof, or any of the sums, costs and expenses enumerated herein, and such default shall continue for a period of ten (10) days, Tenant shall pay to Landlord a "late charge" equal to the higher of (a) five percent (5%) of the amount then due or (b) Fifty and No/100 Dollars (\$50.00) to defray additional costs incurred by Landlord in connection with the delinquent payment. The late charge shall be in addition to any other remedy of the Landlord described in this Lease.

IN WITNESS WHEREOF, said Landlord and Tenant have executed these presents on the day and year first above written.

LONGEVITY INTERNATIONAL ENTERPRISES  
CORPORATION

By \_\_\_\_\_  
Its Secretary

Landlord

FRIENDS FOR FASI

By \_\_\_\_\_  
Its

21.04.402.4460



STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
before me appeared REX L. P. FA, to me personally  
known, who, being by me duly sworn, did say that he  
is the Secretary of Longevity International Enterprises  
Corporation, and that the seal affixed to the foregoing  
instrument is the corporate seal of said corporation  
and that said instrument was signed and sealed in behalf  
of said corporation by authority of its Board of Directors,  
and the said REX L. P. FA acknowledged said instrument to  
be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public, State of Hawaii

My commission expires:

21.04.402.442.1

STATE OF HAWAII )  
CITY AND COUNTY OF HONOLULU ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
before me personally appeared \_\_\_\_\_  
to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that he/she executed the  
same as his/her free act and deed.

\_\_\_\_\_  
Notary Public  
State of Hawaii

My Commission Expires:

STATE OF HAWAII )  
CITY AND COUNTY OF HONOLULU ) SS.

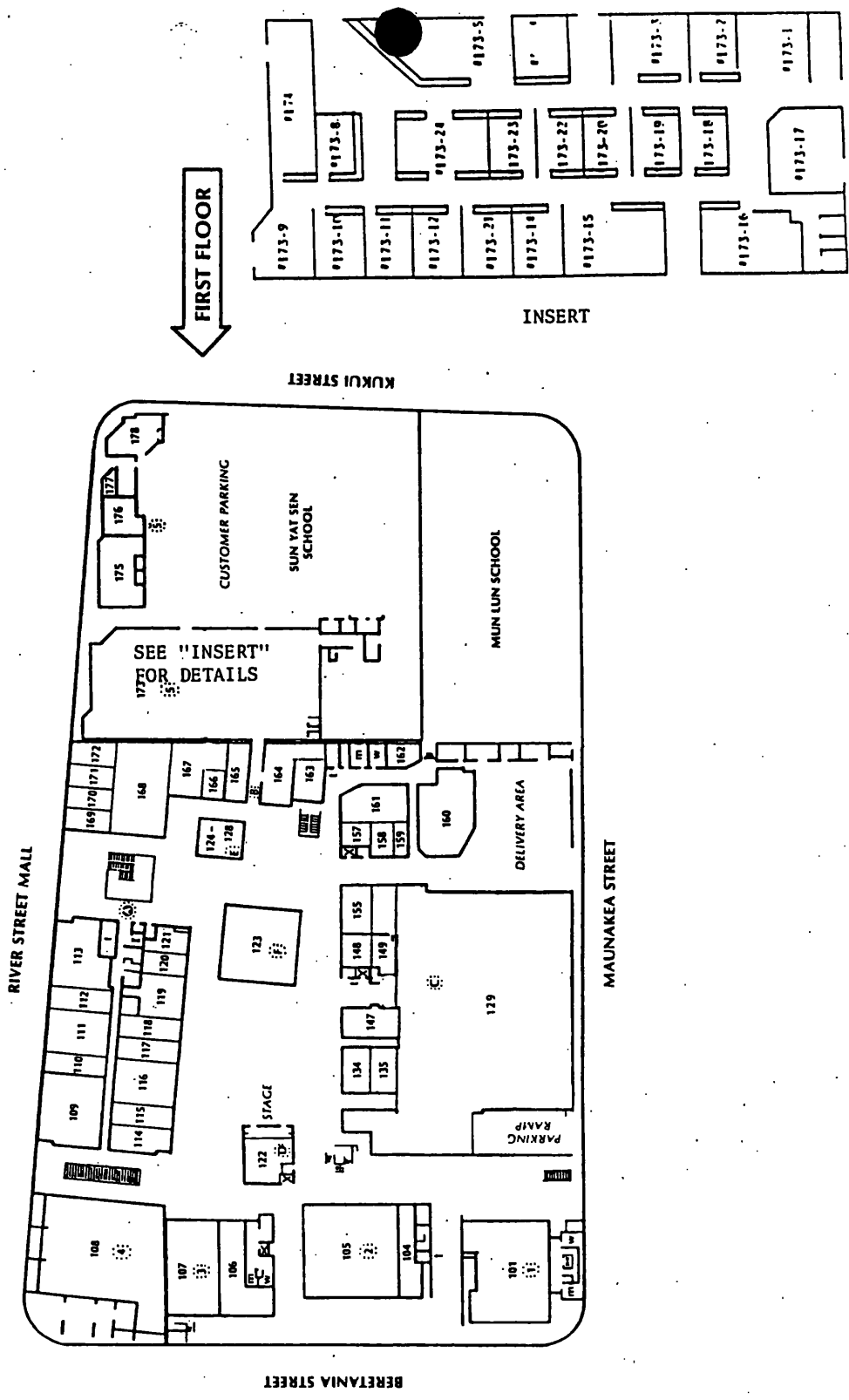
On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
before me appeared \_\_\_\_\_  
to me personally known, who, being by me duly sworn, did say that  
he/she is the \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_ and that said instrument  
was signed in behalf of said corporation by authority of its Board  
of Directors, and the said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of said  
corporation.

\_\_\_\_\_  
Notary Public  
State of Hawaii

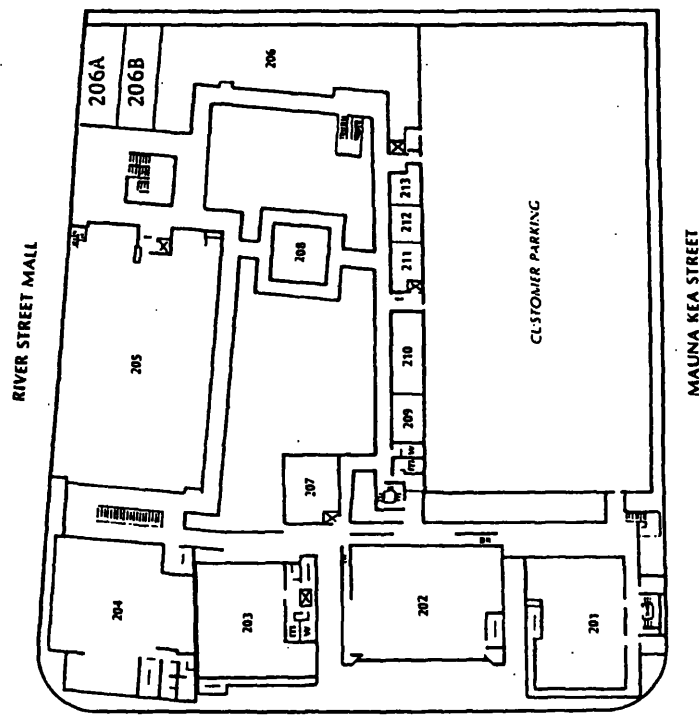
My Commission Expires:

21.04.402.4452

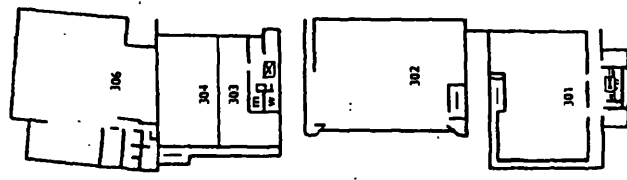
21 of 102 in 1463



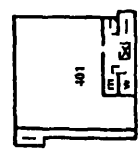
SECOND FLOOR



THIRD FLOOR



FOURTH FLOOR



- 1... TELEPHONE
- 2... ELEVATOR
- m... MEN'S REST ROOM
- w... WOMEN'S REST ROOM
- ST... STAIRWAY
- ... BUILDING IDENTIFICATION

THE CHINATOWN CULTURAL PLAZA

RULES AND REGULATIONS

The purpose of these rules and regulations is to help maintain The Chinatown Cultural Plaza in a clean, pleasant, safe and orderly condition, free of hazards, nuisances and annoyances. All tenants are bound by these rules and regulations and by standards of reasonable conduct, even though no applicable rule or regulation exists with respect to the matter.

A. DEMISED PREMISES:

1. Condition of Premises. Tenant shall, at all times, keep the demised premises in a neat, clean and orderly condition, free of hazards, nuisances and objectionable odors.

2. Compliance with Law. Tenant shall, at all times, faithfully observe any and all statutes, ordinances, rules and regulations affecting the demised premises and the use thereof.

3. Use of Premises. Tenant shall not use the demised premises in a manner that will cause a suspension or cancellation of the insurance policies covering The Chinatown Cultural Plaza or an invalidation of any provision therein contained, or an increase of the premiums therefor.

4. Prohibited Types of Sales. No auctions, bankruptcy sales, liquidation sales, closing out sales, going out of business sales, or any sales of similar character shall be conducted on the demised premises without Landlord's written consent.

5. Overloading. Tenant shall not overload the utility lines and facilities of The Chinatown Cultural Plaza or the floors, walls or ceilings of the demised premises.

6. Loud Speakers, etc. No loud speakers or sound amplifiers shall be installed on the demised premises without the Landlord's written consent.

7. Loud Noises. All radios, televisions, hi-fi or musical instruments must be played at a reduced volume, and no loud sounds, voices or music shall emanate from the demised premises at a volume audible from the common areas of The Chinatown Cultural Plaza.

8. Projections. No projections shall extend from the demised premises or from the doors or window openings thereof into the common areas.

EXHIBIT "B"

21.04.402.4465

21.04.402.4466

9. Offensive Signs. No offensive signs, poster, placards, letterings, advertising, etc., which are unsightly, offensive or injurious to the character of The Chinatown Cultural Plaza or the objectives of the Landlord shall be posted on the demised premises in a manner visible from the common areas. All such signs shall be removed within twenty-four (24) hours after receipt of the Landlord's demand.

10. Plumbing. Tenant shall not deposit any substance in the plumbing lines and facilities which may cause a blockage, stoppage or corrosion therein. Any blockage occurring within the demised premises shall be presumed to be caused by Tenant, and all costs incurred in removing the blockage or stoppage or in repairing the plumbing lines and facilities within said premises shall be borne by the Tenant.

B. COMMON AREAS:

1. Obstructions. Tenant shall not place any carts, signs, merchandise, displays or other items of personal property in the common areas of The Chinatown Cultural Plaza.

2. Peddling and Solicitation. No peddling, or solicitation, or distribution of handbills or advertising material shall be permitted in said common areas without the Landlord's written consent.

3. Fireworks. No fireworks shall be set off in said common areas without the Landlord's written consent.

4. Loitering. No loitering, playing of games, yelling or screaming shall be permitted within the common areas of The Chinatown Cultural Plaza. Tenants are asked not to leave their children unattended in the common areas.

C. PARKING AREA RULES:

1. Tenant (including officers, directors, and shareholders of a corporate tenant) and his employees shall not park their vehicles in the parking area reserved for customer parking.

2. All vehicles shall be parked in the center of each parking space to prevent crowding of adjacent spaces and the blocking of passageways.

3. No vehicles shall be washed, cleaned, polished or repaired in the parking area or other common areas of The Chinatown Cultural Plaza.

4. Any vehicle parked in violation of the Parking Area Rules may be towed away by Landlord and stored at the cost of Tenant or his employee. Landlord may collect the towing and storage charges before releasing such vehicle from storage.

EXHIBIT "B"

21.04.1402.14467

5. Only delivery trucks, postal patrons and repair service trucks shall be permitted to park in the "delivery area" located off Maunakea Street near the Post Office. Such vehicles shall not, without the Landlord's approval, be parked for a longer period than that specified on the signs posted in the area.

D. BUSINESS HOURS:

All tenants shall be open for business daily, during the following hours:

All restaurants - 11 a.m. to 9 p.m.  
All other businesses - 10 a.m. to 4 p.m.

E. REFUSE DISPOSAL:

1. All refuse shall be deposited in the refuse bins located in the following areas:

- a. Open market parking area.
- b. Truck delivery area off Maunakea Street.

2. All refuse deposited in the refuse bins shall be placed in plastic bags and sealed.

3. All cartons, boxes and other bulky refuse items must be flattened to reduce bulk before being deposited in the refuse bins.

4. No wet garbage shall be deposited in the refuse bins. Tenants who have wet garbage must make their own arrangements to dispose of the same, at their own cost.

F. RENT AND OTHER PAYMENTS:

All monthly rents, monthly common area maintenance charges and other monies required to be paid by Tenant to Landlord under his Lease shall be paid on the 1st day of each month. If payments are not received by the 10th day of the month in which such payment is due, Tenant shall pay a reasonable late charge for the Landlord's inconvenience, which charge shall be no less than one per cent (1%) of the amount due for each delinquent month or a part thereof.

EXHIBIT "B"

GUARANTY OF LEASE

FOR VALUE RECEIVED and in consideration of the execution of that certain indenture of Lease dated \_\_\_\_\_, 19\_\_\_\_, by and between LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION, a Hawaii corporation ("Landlord"), and FRIENDS FOR FASI

("Tenant"), the undersigned hereby unconditionally guarantees the full and faithful performance by Tenant of all the provisions and covenants on the part of Tenant to be performed under said Lease in accordance with its terms, including without limitation the obligation to pay minimum annual rent, percentage rent and all other amounts required to be paid by Tenant under the terms of said Lease.

This guaranty shall not be affected by any deviation from or alteration of the terms, covenants or conditions of said Lease or by any permitted assignment or subletting of all or any part of the interest of Tenant therein. This guaranty shall not be released, extinguished, modified or in any way affected by failure on the part of Landlord to enforce any or all of the rights or remedies of landlord, whether pursuant to the terms of said Lease or at law or in equity.

This guaranty is a continuing one and shall terminate only upon payment by Tenant of all the rental and other sums in said Lease reserved and upon performance by Tenant of all duties and obligations therein contained.

The undersigned waives notice of any default by Tenant in the performance of any term, covenant or condition of the said Lease and further waives notice of acceptance by Landlord of this guaranty.

The undersigned consents that Landlord may from time to time extend the time for payment of rental under the said Lease and/or the time for performance of any other obligation of Tenant thereunder and may otherwise modify, alter or change the said Lease and any or all provisions thereof and may receive and accept notes, checks and other instruments for the payment of money made by Tenant, and extensions and renewals thereof without in any way releasing or discharging the undersigned from the undersigned's obligations hereunder. Notice of presentment of any such note or notes and/or notice of default in the payment thereof at maturity and/or protest thereof is expressly waived.

The undersigned further agrees that its obligations hereunder are independent of the obligations of Tenant under said Lease and that it shall not be necessary for Landlord, in order to enforce this guaranty, to institute suit or exhaust its legal remedies against Tenant.

This guaranty shall continue unchanged by any bankruptcy, reorganization or insolvency of Tenant or any successor or assignee of Tenant or by any disaffirmance or abandonment by a trustee of Tenant.

In the event any action should be commenced by Landlord against the undersigned to enforce any of the terms or conditions of this guaranty, Landlord shall be entitled to reasonable attorney's fees.

This guaranty shall inure to the benefit of Landlord and its (their respective successors and assigns and shall bind the undersigned and the heirs, executors, administrators, successors, and assigns of the undersigned.

Should the undersigned consist of more than one person, then the obligations imposed under this guaranty shall be joint and several.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty of Lease this day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

21.04.1402.4468



STATE OF HAWAII )  
CITY AND COUNTY OF HONOLULU ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
before me personally appeared \_\_\_\_\_  
to me known to be the person described in and who executed the  
foregoing instrument and acknowledged that he/she executed the  
same as his/her free act and deed.

\_\_\_\_\_  
Notary Public  
State of Hawaii

My Commission Expires:

STATE OF HAWAII )  
CITY AND COUNTY OF HONOLULU ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before  
me appeared \_\_\_\_\_  
to me personally known to be the persons described in and who  
executed the foregoing instrument and acknowledged that they  
executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public  
State of Hawaii

My Commission Expires:

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21 04 402 4469