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RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

JAN 14 2 32 PM '98

LETTER OF TRANSMITTAL

TO: Nancy E. Bell, Esq.
General Counsel
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

DATE: January 8, 1998

RE: Longevity International
Enterprises Corporation,
MUR 4594

THE FOLLOWING:

Copies	Date	Description
		1 set of documents produced (in two letter sized reams) in response to your first request for production of documents in the above-referenced matter.

Is (Are) Transmitted Herewith:

<input type="checkbox"/> For Your Information	<input type="checkbox"/> For Necessary Action
<input type="checkbox"/> For Signature & Return	<input checked="" type="checkbox"/> Per Your Request
<input type="checkbox"/> For Signature & Forwarding	<input type="checkbox"/> Per Our Conversation
As Noted Below	<input type="checkbox"/> Approved
<input type="checkbox"/> For Review & Comment	<input type="checkbox"/> Approved As Noted
<input type="checkbox"/> For Correction	<input type="checkbox"/> Disapproved
<input type="checkbox"/> For Distribution	<input checked="" type="checkbox"/> For Your Files
<input type="checkbox"/> For Payment	<input type="checkbox"/> See Remarks Below
<input type="checkbox"/> For Recordation	

REMARKS:

DEVENS, LO, NAKANO, SAITO, LEE & WONG

By 
Thomas J. Wong

TJW:hh
Enclosures

Devens, Lo, Nakano, Saito, Lee & Wong

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January 8, 1998

Nancy E. Bell, Esq.
General Counsel
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: Longevity International Enterprises Corp./Maybelle Pang
MUR 4594

Dear Ms. Bell:


With respect to the responses from Longevity International Enterprises Corporation and Maybelle Pang, enclosed are the responses.

We are sending you the documents under separate cover.

Very truly yours,

DEVENS, LO, NAKANO,
SAITO, LEE & WONG

By


Thomas J. Wong

TJW:hh

Enclosures

cc: Longevity International
Enterprises Corp.
Maybelle Pang

RECEIVED
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COMMISSION
OFFICE OF GENERAL
COUNSEL
JAN 14 3 38 PM '98

2025-01-04 14:02:47

BEFORE THE
FEDERAL ELECTION COMMISSION

In the Matter of
LONGEVITY INTERNATIONAL
ENTERPRISES CORP.

MUR 4594

RECEIVED
FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL
JAN 14 2 38 PM '98

RESPONSE OF LONGEVITY INTERNATIONAL
ENTERPRISES CORPORATION TO
SUBPOENA TO PRODUCE DOCUMENTS
AND ORDER TO SUBMIT WRITTEN ANSWERS

Respondent LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION
("LIEC") responds as follows to the Federal Election Commission's
("FEC" or "Commission") Subpoena to Produce Documents and Order
to Submit Written Answers.

GENERAL OBJECTIONS, INCLUDING
OBJECTIONS TO INSTRUCTIONS AND DEFINITIONS

LIEC objects to the instructions of producing answers and
documents for the time period from January 1, 1984 to present and
in some instances from 1981 to present. As previously set forth
when LIEC first responded to the Commission, this time period far
exceeds the scope of the even potentially relevant time period
for FEC enforcement purposes under the applicable statute of
limitations.

By letter dated November 19, 1997, the Commission is
agreeing to limit certain requests to the time period from 1992
to present. While LIEC is agreeing to respond with this
applicable time period, such responses should not be construed as
a waiver to LIEC's overall objection.

k:\liec\fed\response

0144 2044 40 12

21.04.442.4711
LIEC objects to the definitions of "you" and to the definition of "document" as it incorporates the term "you" to the extent that such definitions seek to include agents or attorneys of LIEC. The definitions are overly broad, unduly burdensome, oppressive, vexatious and may request the production of irrelevant documents.

LIEC objects to the definition of "persons" to the extent that it refers to any entity other than LIEC or seeks to require LIEC to search for documents relating to people or entities of which LIEC has no knowledge or control over.

LIEC objects to each request if and to the extent that it requests the production of documents protected against disclosure by the attorney-client privilege, the work product document, or any rule of privilege, confidentiality, or immunity provided by law. LIEC also objects to each request to the extent that it requests answers and/or documents which would violate the privacy rights of individuals, confidentiality agreements or would result in the disclosure of confidential information, trade secrets or proprietary information.

By responding to these questions and documents requests, LIEC does not waive the foregoing objections. LIEC does not concede by responding that the answers or documents sought or produced are relevant to the subject matter of this action or are calculated to lead to the discovery of admissible evidence. LIEC expressly reserves the right to object to further discovery into the subject matter of these requests and the right to object to

the introduction into evidence of any answers or documents produced in response to said requests.

RESPONSES AND SPECIFIC OBJECTIONS

ANSWERS TO INTERROGATORIES

LIEC incorporates its general objections by reference into each response as though fully set forth herein, and no response shall be construed to waive any of those general objections.

1. Disclosed documents reveal that Fasi leased office space at the Chinatown Cultural Plaza Shopping Center ("Cultural Plaza") from 1981 through 1996. With respect to Fasi's use of the property at the Cultural Plaza, describe the terms (including but not limited to the duration of occupancy, the rental price, the amount of space used (square feet), the payment for utilities and/or of any other services provided) of rental agreements, written or oral, for each year of tenancy.

Answer:

Documents relevant to this matter are submitted with documents produced for the years 1992 - 1996.

- a. Identify, by year, the Longevity International Enterprises Corporation ("Longevity") personnel who managed such office space.

Answer:

10/11/79 to 06/30/81:

Allen S. H. Chow	General Manager
Louis C. L. Chang	Operations Manager

08/04/81 to 08/31/84:

Norman C. S. Yu	General Manager
Louis C. L. Chang	Operations Manager

07/16/84 to 08/31/89:

Chun-I Hsu	General Manager
Karl C. P. Wang	Assistant General Manager (from 11/01/88)
Louis C. L. Chang	Operations Manager

07/17/89 to 01/31/91:

Chang-Jung Tuan	General Manager
Karl C. P. Wang	Assistant General Manager
Louis C. L. Chang	Operations Manager

02/01/97 to 07/31/95:

Karl C. P. Wang	General Manager
Louis C. L. Chang	Operations Manager

08/01/95 to Present:

Rex Fa	General Manager
Lawrence Chang	Operations Manager (thru 11/13/97)

- b. Identify, by year, the individual(s) who negotiated the leasing agreement with Fasi for space at the Cultural Plaza for all years of tenancy.

Answer:

1981:	Allen S. H. Chow	General Manager
	Louis C. L. Chang	Operations Manager
1984:	Norman Yu	General Manager
	Louis C. L. Chang	Operations Manager
1995:	Rex Fa	General Manager
	Lawrence Chang	Operations Manager

- c. State the amount paid to date for the use of such space.

Answer:

According to our records, the total amount paid for this space was \$157,966.66.

2. Identify all other tenants, by category (commercial, charitable, etc.) in the Cultural Plaza who occupied space equal to and/or greater than 2,700 square feet, from 1984 through 1996, and provide the terms of their leases.

Answer:

As set forth in the letter of November 19, 1997 from the FEC, they agreed to limit question 2 to the time period of 1992 through 1996.

Charitable:

- 1) Space No. 204/306
Area: 11,310 s.f.

Tenant:

03/01/92 to 02/28/95
Rent: \$1.00/Year

03/01/95 to 02/28/05
Rent: \$1.00\Year

- 2) Space No. 301
Area: 3,958 s.f.

Tenant:

01/01/92 to 12/31/94
Rent: \$1.00\Year

01/01/95 to 12/31/04
Rent: \$1.00\Year

- 3) Space No. 302
Area: 2,828 s.f.

Tenant:

01/01/92 to 12/31/94
Rent: \$1.00\Year

01/01/95 to 12/31/04
Rent: \$1.00\Year

- 4) Sun Yat Sen Building
Area: 17,705 s.f.

Tenant:

01/01/84 to 12/31/88 + 5 yr. option (01/01/89 to
12/31/93)
Rent: \$1.00\Year

01/01/94 to 12/31/96
Rent: \$1.00\Year

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01/01/97 to 12/31/97
Rent: \$1.00\Year

01/01/98 to 12/31/98
Rent: \$1.00\Year

Commercial

- 1) Space No. 101-103
Area: 3,183 s.f.

Tenant:

05/01/86 to 04/30/92 Minimum Rent:
\$1.00/sf/mo. or \$3,183.00/Mo.

05/01/92 to 04/30/95 Minimum Rent:
3 yrs: \$1.13/sf/mo. or \$3,596.79/Mo.

05/01/95 to 12/31/97 Minimum Rent:
1st yr: \$1.19/sf/mo. or \$3,787.77/Mo.
2nd yr: \$1.25/sf/mo. or \$3,978.75
8 mos.: \$1.31/sf/mo. or \$4,169.73

- 2) Space No. 105
Area: 3,524 s.f.

Tenant:

05/16/88 to 05/15/97 Minimum Rent:
1st 3 yrs: \$0.85/sf/mo. or \$2,995.40
4th yr: \$0.91/sf/mo. or \$3,206.84
5th yr: \$0.97/sf/mo. or \$3,418.28
6th yr: \$1.04/sf/mo. or \$3,664.96
7th yr: \$1.11/sf/mo. or \$3,911.64
8th yr: \$1.19/sf/mo. or \$4,193.56
9th yr: \$1.27/sf/mo. or \$4,475.48

05/16/97 to 05/15/03: Option to renew.

Assignment of Lease 01/16/90 to John K. Young and
Eighteen International Investment Corp.

Assignment of Lease 01/26/96 to Forum Investment,
Inc.

- 3) Space No. 106-107
Area: 3,437 s.f.

Tenant:

01/01/91 to 12/31/93 3-year option granted
11th yr: \$0.94/sf/mo. or \$3,230.78/Mo.

Yr. 12-13: \$1.03/sf/mo. or \$3,540.11/Mo.

01/01/94 to 12/31/96 Minimum Rent:

1st yr: \$1.08/sf/mo. or \$3,711.96/Mo.

2nd yr: \$1.13/sf/mo. or \$3,883.81/Mo.

3rd yr: \$1.19/sf/mo. or \$4,090.03/Mo.

- 4) Space No. 108
Area: 5,190 s.f.

Tenant:

10/01/86 to 09/30/97 Minimum Rent:

Yr. 1-2: \$0.80/sf/mo. or \$4,152.00/Mo.

Yr. 3-5: \$0.88/sf/mo. or \$4,567.20/Mo.

Yr. 6-8: \$0.95/sf/mo. or \$4,930.50/Mo.

Yr. 9-11: \$1.00/sf/mo. or \$5,190.00/Mo.

Assignment of Lease July 6, 1990 to Regent Seafood
Restaurant, Inc. (Name changed to Legend Seafood
Restaurant, Inc.)

- 5) Space No. 129
Area: 17,498 s.f.

Tenant:

07/01/88 to 06/30/97 + 6 yr. option to renew.
Minimum Rent:

Yr. 1-3: \$0.30/sf/mo. or \$5,249.40/Mo.

Yr. 4-6: \$0.40/sf/mo. or \$6,999.20/Mo.

Yr. 7-9: \$0.50/sf/mo. or \$8,749.00/Mo.

Assignment of Lease 03/01/89 to R. E. Venture, Inc.
6-year option was not exercised on 06/30/97.

- 6) Space No. 201
Area: 3,610 s.f.

Tenant:

01/01/85 to 12/31/94 Minimum Rent:

1st yr: \$0.30/sf/mo. or \$1,083.00/Mo.

2nd yr: \$0.40/sf/mo. or \$1,444.00/Mo.

3rd yr: \$0.50/sf/mo. or \$1,805.00/Mo.

4th yr: \$0.60/sf/mo. or \$2,166.00/Mo.

5th yr: \$0.70/sf/mo. or \$2,527.00/Mo.

Yr. 6-10: \$0.75/sf/mo. or \$2,707.50/Mo.

Tenant:

08/01/95 to 12/31/97 Minimum Rent:

1st yr: \$1.00/sf/mo. or \$3,610.00/Mo.
2nd yr: \$1.05/sf/mo. or \$3,790.50/Mo.
3rd yr: \$1.10/sf/mo. or \$3,971.00/Mo.

- 7) Space No. 202
Area: 5,234 s.f.

Tenant:

11/01/91 to 10/30/94 Gross Rent:
Yr. 1-2: \$1.31/sf/mo. or \$6,856.54/Mo.
Yr. 3: \$1.41/sf/mo. or \$7,379.94/Mo.

11/01/94 to 07/31/95 Gross Rent: (Holdover)
9 Mos: \$1.41/sf/mo. or \$7,379.94/Mo.

- 8) Space No. 205
Area: 16,809 s.f.

Tenant:

01/01/90 to 12/31/94 Minimum Rent:
1990: \$0.54/sf/mo. or \$ 9,104.88/Mo.
1991/1992: \$0.60/sf/mo. or \$10,015.37/Mo.
1993/1994: \$0.69/sf/mo. or \$11,517.68/Mo.

01/01/95 to 12/31/99 Minimum Rent:
1995: \$0.71/sf/mo. or \$11,934.39/Mo.
1996: \$0.75/sf/mo. or \$11,934.39/Mo.
1997: \$0.75/sf/mo. or \$11,934.39/Mo.

Amendment to Lease 08/31/92 naming Empress Restaurant &
Nightclub, Inc., as Tenant.

- 9) Space No. 206
Area: 6,246 s.f.

Tenant:

12/01/91 to 11/30/94 Gross Rent:
1st Yr: \$1.16/sf/mo. or \$ 7,245.36/Mo.
2nd Yr: \$1.25/sf/mo. or \$ 7,807.50/Mo.
3rd Yr: \$1.25/sf/mo. or \$ 7,807.50/Mo.

12/01/94 to 03/31/97 Holdover. Gross Rent:
\$1.25/sf/mo. or \$ 7,807.50/Mo.

3. Identify all oral leases during the time period 1981 through 1996.

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Answer:

As far as we know, there are no such oral leases. There may be situations where a tenant's lease expired and the tenant was a holdover, but as far as we know, there was never any situation where a tenant was allowed in a space without any written lease.

4. Answer the following questions regarding the status of Longevity:

- a. Identify by year all past and present holders of all classes of stock and/or shares of Longevity, including but not limited to the holders of common stock, capital stock, and corporate shareholders. Give the nationality, U.S. visa status (if applicable), place of employment, title and job description of each individual identified.

Answer:

Longevity objects to Question 4a as being vague and overly broad in that it is requesting information over a period of time which is not relevant to said inquiry.

Without waiving said objection, Longevity states that China Airlines has not been the, or an, owner of Longevity nor had China Airlines had any financial or other corporate ownership interest in Longevity.



Thomas J. Wong

- b. Identify all Longevity management personnel. Give the nationality, U.S. visa status (if applicable), place of employment, title and job description of each individual identified.

Answer:

10/11/79 to 06/30/81:

** Allen S. H. Chow	General Manager
** Louis C. L. Chang	Operations Manager

08/04/81 to 08/31/84:

** Norman C. S. Yu	General Manager
** Louis C. L. Chang	Operations Manager

21.04.402.4718

07/16/84 to 08/31/89:

** Chun-I Hsu	General Manager
*** Karl C. P. Wang	Assistant General Manager (from 11/01/88)
** Louis C. L. Chang	Operations Manager

07/17/89 to 01/31/91:

*** Chang-Jung Tuan	General Manager
*** Karl C. P. Wang	Assistant General Manager
** Louis C. L. Chang	Operations Manager

02/01/91 to 07/31/95:

** Karl C. P. Wang	General Manager
* Louis C. L. Chang	Operations Manager

08/01/95 to Present:

* Rex Fa	General Manager
* Lawrence Chang	Operations Manager (thru 11/13/97)

* = U.S. Naturalized Citizen
** = Resident Alien
*** = E-2 Visa

Note: Some of ** may be naturalized U.S. citizens.

5. Identify any loans and/or transfer of funds from CAL to Longevity.

Answer:

Since the time that Mr. Rex Fa has been general manager, Longevity has not made any loans or transfer of funds to China Airlines and has not transferred or sold any property to China Airlines; nor has China Airlines made any loans or transfer of funds to Longevity; nor has China Airlines transferred or sold any property to Longevity. As for the period of time before Mr. Fa was general manager, Longevity is still researching the matter and presently does not have knowledge of such information and will provide such information once research is done.

6. Identify any transfer and/or sale of property from CAL to Longevity.

Answer:

See answer to Interrogatory No. 5.

21-04-402-4719

7. Identify any loans and/or transfer of funds from Longevity to CAL.

Answer:

See answer to Interrogatory No. 5.

8. Identify any transfer and/or sale of property from Longevity to CAL.

Answer:

See answer to Interrogatory No. 5.

9. Identify all previous or current Longevity managers, directors, or stockholders who hold or held positions at CAL.

Answer: Mr. Rex Fa is not familiar with all of the previous managers and therefore has no personal knowledge in answer this question. Mr. Fa is only aware that his predecessor, Mr. Karl C. P. Wang after leaving Longevity is now employed at a hotel that is owned by China Airlines.

10. Indicate whether the following individuals held or now hold a position at CAL and/or any other corporation. Provide the nationality, U.S. visa status (if applicable), current place of employment, and title and job description at CAL and/or the other corporation for each individual indicated:

- a. Szeto Fu
- b. Chang Lin-Teh
- c. Chi-Tao Shan
- d. Sherman S. M. Wang
- e. Jen Fie Tun
- f. Chock Tong Wong
- g. Stanley S. C. Huang

Answer:

Mr. Fa in his capacity as general manager, is not aware of what position, if any, such individuals held at China Airlines and such questions should be directed to China Airlines. Longevity is only aware that Mr. Chock Tong Wong, who is a director of Longevity, was a former president of Liberty Bank of Honolulu.

21.04.402.4720

11. Identify each person answering these questions, the length of time that he or she has been associated with the respondent, and all positions held with the respondent. Give the nationality, U.S. visa status (if applicable), place of employment, title and job description of each individual identified.

Answer:

REX FA, U.S. citizen
General Manager since August 1, 1995

VERIFICATION

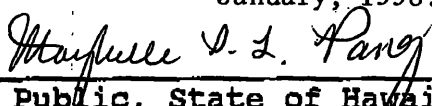
STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS.

REX FA, being first duly sworn on oath, deposes and says:
That the foregoing answers to the foregoing interrogatories are true to the best of his knowledge and belief.



REX FA

Subscribed and sworn to before me
this 7th day of ~~December 1997~~ ^{Sept 1998}
January, 1998.



Notary Public, State of Hawaii

My commission expires: March 13, 1999

DOCUMENTS REQUEST

LIEC incorporates its general objections by reference into each response as though fully set forth herein and no response shall be construed to waive any of those general objections.

1. Documentary Request No. 1

Specific Objection: LIEC objects to producing records before 1994 as the production of such documents are seeking records that are not relevant.

Without waiving such an objection, LIEC agrees to produce d documents that may be relevant to said request.

2. Document Request No. 2

LIEC has no such documents relevant to said request since there were no such arrangements whereby CAL seconded employees to Longevity.

3. Document Request No. 3

Specific Objection: LIEC objects to such request as such a request is vague and ambiguous in its request for any documents "relating to CAL."

Without waiving said objection, LIEC hereby states that no such documents are in its possession.

4. Document Request No. 4

Specific Objection: As set for in the letter of November 14, 1997, such documents are limited to those relating to Frank Fasi. LIEC, however, objects to producing such documents where no limitation is on the time period as it is LIEC's position that such documents requesting documents for any time period is beyond the scope of this investigation.

21-04-402-4722

5. Document Request No. 5

Specific Objection: LIEC objects to said request as such a request is requesting documents which are not in LIEC's possession. LIEC is not involved with the Holiday Inn, Waikiki nor has LIEC has any ownership or financial interest in said property. LIEC hereby states that it has no documents in its possession with respect to said request.

6. Document Request No. 6


Specific Objection: LIEC objects to said request in that said request assumes facts that there was an arrangement as between LIEC and China Airlines for the transferring or "seconding" of funds. LIEC also objects to the term of "seconding" in that such term is vague and ambiguous. LIEC hereby states that it has no documents in its possession with respect to said request since such transfer as between LIEC and China Airlines did not take place.

7. Document Request No. 7

Specific Objection: LIEC objects to said request in that it is requesting documents for a time period beyond the scope of this investigation.

Without waiving this objection, LIEC hereby states that no such documents exist.

DATED: Honolulu, Hawaii, JAN 08 1999.



THOMAS J. WONG

DEVENS, LO, NAKANO, SAITO, LEE
& WONG

220 South King Street, Suite 1600
Honolulu, Hawaii 96813
(808) 521-1456

Counsel for LONGEVITY INTERNATIONAL
ENTERPRISES CORPORATION

CERTIFICATE OF SERVICE

JAN 09 1998

I hereby certify that on _____, the
original and a copy of the foregoing document was duly served on
the following party by U. S. mail, postage prepaid:

General Counsel
Federal Election Commission
999 E Street, NW
Washington, D.C. 20463

JAN 09 1998

DATED: Honolulu, Hawaii, _____.



THOMAS J. WONG
Attorney for Longevity
International Enterprises
Corporation

21-04-402-4724

LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION
FEDERAL ELECTION COMMISSION MUR 4594

1. Answers to Interrogatories
2. Statement of Designation of Counsel
3. Articles of Incorporation of Longevity International Enterprises Corporation filed on February 21, 1979 and Statement of Sole Incorporator dated February 21, 1979
4. Articles of Incorporation of Longevity International Enterprises Corporation filed on April 17, 1995 and By-Laws dated April 17, 1995
5. The Chinatown Cultural Plaza Lease dated January 30, 1981, for Store Space #203, by and between Longevity International Enterprises Corporation and Frank F. Fasi
6. Diagram of The Chinatown Cultural Plaza
7. The Chinatown Cultural Plaza Lease dated August 2, 1994, for Store Space #204 & #306, by and between Longevity International Enterprises Corporation
8. The Chinatown Cultural Plaza Lease dated January 24, 1991, for Store Space #301, by and between Longevity International Enterprises Corporation
9. The Chinatown Cultural Plaza Lease dated August 4, 1994, for Store Space #302, by and between Longevity International Enterprises Corporation
10. The Chinatown Cultural Plaza Lease dated July 13, 1984, for Store Space

21.04.402.4725

21.04.102.426

EXHIBIT 1

ANSWERS TO INTERROGATORIES

- 21.04.402.4727
- 1.a. Hawaii
Date of Incorporation: April 17, 1995
Registered as a domestic corporation under the laws of the State of Hawaii.
- 1.b. Previous to Longevity International Enterprises Corporation's ("Longevity") incorporation as a domestic corporation under the laws of the State of Hawaii, Longevity was a corporation duly organized under the laws of the State of California and was incorporated on February 21, 1979. The California corporation no longer exists, having been merged into the Hawaii Corporation.
- 1.c. (1) No, Longevity is not a subsidiary of a foreign national corporation.
(2) Longevity has never been a subsidiary of a foreign national corporation
- 1.d. The current directors are as follows:

STEPHEN S. F. CHEN	Chairman of the Board Nationality: Taiwan
TAWEI LEE	President Nationality: Taiwan
HSU-FU HUANG	Director Nationality: Taiwan
SING-CHEW TAM	Director Nationality: Taiwan
TING-YU YU	Director Nationality: (Taiwan)
CHOCK-TONG WONG	Director Nationality: USA
SHENG-TSUNG YANG	Director Nationality: (Taiwan)

The present general manager is Mr. Rex Fa whose nationality is a United States Citizen.

- 1.e. Longevity is the owner of a property known as the Chinatown Cultural Plaza Shopping Center located at 100 North Beretania

Street, in Honolulu, Hawaii. As stated, Mr. Rex Fa is the general manager and his nationality is a United States Citizen. During the period of time from 1988 to 1995, Mr. Louis Chang, was the operations manager and was responsible for decisions relating to the rental of spaces. Mr. Chang is an American citizen.

2.a. Longevity is the owner of the Chinatown Cultural Plaza Shopping Center and has been the owner since 1979.

2.b. No

3. a. Lessor is Longevity and the lessee was Frank F. Fasi.

b. January 30, 1981.

c. From March 1, 1981 until February 29, 1984. Option to renew for two years.

d. No. Mr. Fasi vacated on or about November, 1996.

4. Since I was not employed by Longevity at the time this lease was negotiated, I do not have such information to answer such a question. However, as previously stated, Mr. Louis Chang was the operations manager whose duties included negotiating leases with prospective tenants. Mr. Chang is an American citizen.

5. There were approximately 69 tenants in 1981.

a. As for the number of tenants since 1981, our research of the records which begins in 1988 shows the number of tenants as follows:

<u>Year</u>	<u>Total Number of Tenants</u>
1988	69
1989	72
1990	72
1991	71
1992	70
1993	70
1994	72
1995	72
1996	71

21.04.402.4728

b. The current number of tenants is 73.

6. No, enclosed is a copy of the original lease which shows the terms of the lease.

7. Yes, there are other units of comparable size and location. Adjacent to Mr. Frank F. Fasi's space was the Hsing Chung Hui Memorial Foundation (Space #204), the Chinatown Culture Service Center, Inc. (Space #302), and the Chee Kung Tong Society (Space #301). These spaces are leased out to these organizations for \$1.00 a year.

a. See preceding answer.

b. See preceding answer

c. See preceding answer

8. There are no written revisions, modifications or amendments of the lease with Mr. Frank F. Fasi. However, in August 1995, since Mr. Fasi was on a month to month tenancy, a letter was written informing Mr. Fasi of Longevity's desire to raise his rent beginning in January 1996.

Mr. Fasi responded in March 1996, in which a figure of \$2,500 was mentioned but Mr. Fasi also wanted to reduce the size of his space. Mr. Fasi then revised this proposal in July 1996, in which the figure of \$3,500 was mentioned for the entire space.

A dispute came about in August 1996, over an air conditioning problem.

Mr. Fasi then sent a letter in September 1996, in which he stated he was terminating his month to month tenancy. Mr. Fasi then moved out in November 1996.

9. It is difficult for us to answer this question because I am not familiar with the classification method you refer to and therefore to answer such question, I believe someone who has expertise in this field will need to be consulted.

10. Again, since I am not familiar with the classification method you refer to it is difficult for me to answer this question as to other comparable properties.

21-04-402-4729

INTERROGATORIES

1. Answer the following questions regarding the status of Longevity International Enterprises Corporation ("Longevity") vis a vis the definition of "foreign national" at 22 U.S.C. § 611(b).
- a. Name the state(s) in the United States of America in which Longevity is registered as a corporation, the dates of such incorporation, and whether the company is registered as a domestic or a foreign corporation in such state(s).
 - b. List all other states in which Longevity has done business since its first incorporation, the dates of such activity, and the company's legal status in each such state.
 - c. State whether Longevity is presently a subsidiary of a foreign national corporation.
 - (1). If yes, state the foreign national corporation of which it is a subsidiary.
 - (2). If no, state whether Longevity has ever been a subsidiary of a foreign national corporation. Identify any foreign national corporation involved in such a corporate relationship and state the period of time during which the relationship existed.
 - d. Identify by year all officers and directors of Longevity. Give the nationality, title and job description of each individual identified.
 - e. With regard to Longevity's business activities in the state of Hawaii, identify all officers, directors and/or managers who have been responsible for decisions involving the rental of space in properties owned or managed by the company. Give the nationality, title and job description of each individual identified.
2. Explain the relationship of Longevity to the Chinatown Cultural Plaza Shopping Center ("Cultural Plaza"), 100 North Beretania Street, Honolulu, Hawaii.
- a. State whether Longevity is or ever has been the owner of Cultural Plaza. If yes, give the dates of ownership.
 - b. If no, state whether Longevity has managed Cultural Plaza for another individual or entity. If yes, state the time periods for all such management arrangements. Identify all owner(s) of Cultural Plaza during the periods of Longevity management.

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- 21.04.402.4731
3. State whether Friends for Fasi ("the Fasi committee"), Frank Fasi or another entity associated with Frank Fasi has leased space in Cultural Plaza.
 - a. If yes, identify the lessor and the lessee.
 - b. State the date of the initial lease agreement entered into with Friends for Fasi, or another lessee identified in answer to Interrogatory 3, with regard to space in Cultural Plaza.
 - c. Specify the time frames for the initial lease arrangement and for any subsequent renewals.
 - d. State whether Friends for Fasi, Frank Fasi, or another entity associated with Frank Fasi is currently a lessee of space in Cultural Plaza. If no, state the date that lessee vacated the premises.
 4. State whether officers, directors and/or managers of Longevity were involved in the initial leasing of space at Cultural Plaza to Friends for Fasi, or to another lessee identified in answer to Interrogatory 3. If yes, identify the individuals representing both Longevity and the lessee who were involved in the negotiations or discussions which resulted in the initial lease agreement.
 5. State the number of rental units in Cultural Plaza at the time of the initial agreement with Friends for Fasi, or with another lessee identified in answer to Interrogatory 3.
 - a. State whether this number of rental units has changed in the intervening years.
 - b. If yes, state the current number of rental units.
 6. State whether it is correct that the initial lease agreement with Friends for Fasi, or with another lessee identified in answer to Interrogatory 3, involved 2,700 square feet at \$800 per month. If no, please state the actual terms of the agreement, including the amount of space and the rental charge per month.

- 21 "04" 402 "1733"
7. State whether, at the time of the initial lease agreement, there were other units in Cultural Plaza which were comparable in size and location to the space leased by Friends for Fasi or to another lessee identified in answer to Interrogatory 3.
 - a. If yes, state how many rental units were comparable.
 - b. If yes, state the rental charges for these comparable units at the time of the initial agreement with the Fasi committee or another lessee identified in answer to Interrogatory 3.
 - c. If no, explain how the other units differed from the space leased by the Fasi committee or another lessee identified in answer to Interrogatory 3.
 8. State whether there have been any revisions, modifications, or amendments of the lease agreement with Friends for Fasi, or another lessee identified in answer to Interrogatory 3, since the initial agreement. If yes, specify the nature of the revision, modification, or amendment and the date of the change, and identify the parties to any new agreements and the individuals representing such parties who were involved in the negotiations or discussions leading up to such revisions, modifications or amendments of the initial lease.
 9. Using the classification method employed by the Society of Industrial and Office Realtors ("SIOR") (see Factual and Legal Analysis, pages 6-7), specify the class to which you would assign Cultural Plaza.
 10. Identify other commercial rental property in Honolulu with which you would include Cultural Plaza for classification purposes.

REQUESTS FOR DOCUMENTS

1. Provide all Articles of Incorporation and Bylaws under which Longevity has operated since its original formation.
2. Provide all documents related to the leasing by Longevity of space at Cultural Plaza to Friends for Fasi or to another lessee identified in answer to Interrogatory 3.
3. Provide a picture, map, diagram and/or other visual representation of Cultural Plaza, with an indication of the space leased by Friends for Fasi.

21 "04" 402 "4733

EXHIBIT 2

STATEMENT OF DESIGNATION OF COUNSEL

MUR 4594

NAME OF COUNSEL: Devens, Lo, Nakano, Saito, Lee & Wong

ADDRESS: c/o Thomas J. Wong, Esq.

220 S. King Street, Suite 1600


Honolulu, Hawaii 96813

TELEPHONE: (808) 521-1456 Fax No. (808) 538-3289

The above-named individual is hereby designated as my
counsel and is authorized to receive any notifications and other
communications from the Commission and to act on my behalf before
the Commission.

LONGEVITY INTERNATIONAL ENTERPRISES CORP.

2/5/97
Date

By 
Signature
Its General Manager

RESPONDENT'S NAME: Longevity International Enterprises Corporation

ADDRESS: 100 N. Beretania St., Suite 304

Honolulu, Hawaii 96817

HOME PHONE: _____

BUSINESS PHONE: (808) 521-4934

21.04.402.4734

21.04.402.4735

EXHIBIT 3

ARTICLES OF INCORPORATION
OF
LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

ENDORSED
FILED
In the office of the Secretary of State
of the State of California
FEB 21 1979
MARCH FONG EN, Secretary of State
By BILL HOLDEN
Deputy

The undersigned incorporator for the purposes of forming a corporation under the General Corporation Law of the State of California hereby certifies:

910979

ONE: The name of this corporation is LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION.

TWO: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE: The name and address in the State of California of the corporation's initial agent for service of process is CT Corporation System.

FOUR: This corporation is authorized to issue only one class of shares which shall be designated "common" shares. The total authorized number of shares which may be issued is Twelve Thousand (12,000).

FIVE: Each shareholder of the corporation shall be entitled to full preemptive or preferential rights, as such rights are defined by law, to subscribe for or purchase his proportional part of any shares or securities which may be issued at any time or from time to time by the corporation.

EXECUTED in the City and County of San Francisco, this 2nd day of February, 1979.

Stephanie Ellis
STEPHANIE ELLIS

I declare that I am the person who executed the foregoing Articles of Incorporation and said instrument is my act and deed.

Stephanie Ellis
STEPHANIE ELLIS

21.04.402.4736

EXHIBIT A

STATEMENT OF SOLE INCORPORATOR-
DIRECTOR NAMED IN
ARTICLES OF INCORPORATION OF
LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

WHEREAS, the Articles of Incorporation of this Corporation having been filed in the Office Of The Secretary of State of California on the 21st day of February, 1979, I, the undersigned, being the Sole Incorporator-Director named in the Articles of Incorporation of this Corporation do hereby consent in writing, as provided in the California Corporations Code, to the following actions which were taken on this date for the purpose of organizing this Corporation:

1. The undersigned hereby nominates and elects Szeto Fu, Chang Lin-Teh, Chi-Tao Shan, Sherman S.M. Wang, Jen Fie Tun, Chock Tong Wong and Stanley S.C. Huang as the Directors of this Corporation, who shall hold office until the First Annual Meeting of Shareholders for the election of Directors or until successors are elected.

2. The undersigned Sole Incorporator-Director named in the Articles of Incorporation of this Corporation resigns as the Incorporator-Director of this Corporation, which resignation shall take effect on February 21, 1979, which is the date on which the above-elected Directors will act by unanimous written consent in accepting and ratifying their nomination and election as Directors.

Dated: February 21, 1979


STEPHANIE ELLIS
Sole Incorporator-Director

21-04-402-4737

AGENDA OF THE ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

- I. STATEMENT OF SOLE INCORPORATOR-DIRECTOR
- II. BOARD OF DIRECTORS
- III. ELECTION OF CHAIRMAN
- IV. ELECTION OF SECRETARY TO THE BOARD OF DIRECTORS
- V. ELECTION OF OFFICERS
- VI. ARTICLES OF INCORPORATION
- VII. ADOPTION OF BY-LAWS
- VIII. ADOPTION OF CORPORATE SEAL
- IX. APPOINTMENT OF CORPORATE ATTORNEY
- X. APPOINTMENT OF CORPORATE ACCOUNTANT
- XI. STOCK CERTIFICATE
- XII. FISCAL YEAR
- XIII. PRINCIPAL OFFICE
- XIV. CORPORATE BANK ACCOUNT
- XV. ISSUANCE AND SALE OF CAPITAL STOCK
- XVI. CORPORATE QUALIFICATION
- XVII. QUALIFICATION AS SECTION 1244 STOCK
- XVIII. COMPENSATION AND REIMBURSABLE EXPENSES
- XIX. RIGHT OF FIRST REFUSAL

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- XX. PREEMPTIVE RIGHTS
- XXI. MEDICAL REIMBURSEMENT PLAN
- XXII. ADJOURNMENT

21.04.402.4739

ACTION BY UNANIMOUS WRITTEN CONSENT OF
THE BOARD OF DIRECTORS OF
LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

February 21, 1979

The undersigned, being all of the directors of Longevity International Enterprises Corporation, a California corporation, take the following action for the purpose of organizing the corporation:

STATEMENT OF SOLE INCORPORATOR-DIRECTOR

RESOLVED that Szeto Fu, Chang Lin-Teh, Chi-Tao Shan, Sherman S.M. Wang, Jen Fie Tun, Chock Tong Wong and Stanley S.C. Huang, the Directors nominated and elected by Sole Incorporator-Director Stephanie Ellis in the Statement of Sole Incorporator-Director named in the Articles of Incorporation of the Corporation, hereby accept and ratify their nomination and election as Directors and the resignation of the Sole Incorporator-Director, effective this date; and

RESOLVED FURTHER that the Statement of Sole Incorporator-Director named in the Articles of Incorporation of the Corporation, be received and attached hereto as Exhibit A.

BOARD OF DIRECTORS

The following Directors shall constitute the full Board:

Szeto Fu
Chang Lin-Teh
Chi-Tao Shan
Sherman S. M. Wang
Jen Fie Tun
Chock Tong Wong
Stanley S. C. Huang

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ELECTION OF CHAIRMAN

RESOLVED that Szeto Fu be and hereby is elected Chairman of the Board of Directors, to occupy such position until the next annual meeting of Shareholders or until a successor is elected and qualifies.

ELECTION OF SECRETARY TO THE BOARD OF DIRECTORS

RESOLVED that Chang Chun-Lee be and hereby is appointed as Secretary to the Board of Directors, to occupy such position until the next annual meeting of the Board of Directors or until a successor is appointed.

ELECTION OF OFFICERS

RESOLVED that each of the following persons be and hereby is elected an officer of the Corporation to occupy such offices until the next annual meeting of the Board of Directors or until a successor is elected and qualifies:

President	Chang Lin-Teh
Vice President	Chi-Tao Shan
Secretary	Chang Chun-Lee
Treasurer	Chang Hsueh-Ju

ARTICLES OF INCORPORATION

The Articles of Incorporation of the Corporation had been filed with the Secretary of State of California on February 21, 1979.

RESOLVED that a certified copy of the Articles of Incorporation, a copy of which is attached hereto as Exhibit B, be received and inserted in the Corporate Records.

ADOPTION OF BY-LAWS

RESOLVED that the By-Laws of the Corporation be and hereby are adopted:

RESOLVED FURTHER that the By-Laws attached hereto as Exhibit C are the By-Laws of the Corporation.

RESOLVED FURTHER that the Secretary of the Corporation be and hereby is directed to execute a Certificate of Adoption of the By-Laws, to insert the By-Laws as so certified in the Corporate Records, and to keep a copy of the By-Laws, similarly certified, at the principal office of the Corporation, as required by law.

ADOPTION OF CORPORATE SEAL

RESOLVED that the Seal of the Corporation be and hereby is adopted as hereinafter set forth:

APPOINTMENT OF CORPORATE ATTORNEY

RESOLVED that The Law Offices of Alexander Anolik be and hereby is retained and appointed Corporate Attorney, to advise the Corporation on all corporate matters until a successor is appointed.

APPOINTMENT OF CORPORATE ACCOUNTANT

It shall be necessary that the Corporation engage the services of an accountant to establish required financial records, including the bookkeeping system, the first accounting of assets, liabilities and capital, and therefore be it:

RESOLVED that be and hereby is engaged and appointed Corporate Accountant to advise the Corporation on all corporate matters until a successor is appointed.

21.04.402.4742

STOCK CERTIFICATE

RESOLVED that the form of Stock Certificate attached hereto as Exhibit E be and hereby is adopted for use by this Corporation;

FISCAL YEAR

RESOLVED that the last day of the fiscal year of the Corporation be and hereby is the last day of December of each year.

PRINCIPAL OFFICE

RESOLVED that the principal office of the Corporation be and hereby is at 100 N. Beretania St., Honolulu, Hawaii 96817.

CORPORATE BANK ACCOUNT

RESOLVED that the funds of the Corporation be deposited with the First Hawaiian Bank, Main Office and Liberty Bank, Main Office.

RESOLVED FURTHER that the Treasurer be and hereby is authorized and directed to establish an account with such bank and to deposit the funds of the Corporation therein;

RESOLVED further that any officer, employee or agent of the Corporation be and hereby is authorized to endorse checks, drafts or other evidences of indebtedness made payable to the Corporation only for the purpose of deposit;

RESOLVED FURTHER that all checks, drafts and other instruments obligating the Corporation to pay money be signed on behalf of the Corporation by any two of the following persons: Allen S.H. Chow, Chang Chun-Lee and Chang Hsueh-Ju.

RESOLVED FURTHER that such bank be and hereby is authorized to honor and pay any and all checks and drafts of the Corporation signed as provided herein;

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RESOLVED FURTHER that the authority hereby conferred remain in force until revoked by the Board of Directors and until written notice of such revocation shall have been recieved by such bank; and

RESOLVED FURTHER that the Secretary be and hereby is authorized to certify to the continuing authority of these Resolutions, the persons authorized to sign on behalf of the Corporation, and the adoption of such standard form of Resolution of such bank, provided that such form does not vary materially from the terms of the foregoing Resolutions.

ISSUANCE AND SALE OF CAPITAL STOCK

Attention is directed to the issuance of capital stock. The Board of Directors noted that the Articles of Incorporation authorized the issuance of 12,000 shares of capital stock.

RESOLVED that the Corporation issue and sell 9,000 shares of its capital stock; and

RESOLVED FURTHER that the stated value of each share of capital stock be \$1,000.00 per share, and the remainder of the purchase price be paid as excess on the sale of capital stock.

Written offers for the purchase of capital stock are attached. Such offers are summarized as follows:

Szeto Fu offered to purchase 5,000 shares of capital stock in consideration for the payment of \$5,000,000;

Chang Lin-Teh offered to purchase 3,855 shares of capital stock in consideration for the payment of \$3,855,000;

Sherman S.M. Wang offered to purchase 50 shares of capital stock in consideration for the payment of \$50,000;

Jen Fie Tun offered to purchase 75 shares of capital stock in consideration for the payment of \$75,000;

Stanley S.C. Huang offered to purchase 20 shares of capital stock in consideration for the payment of \$20,000.

RESOLVED that such offers be received and accepted by the Corporation;

RESOLVED FURTHER that the Corporation issue and sell 5,000 of its shares to Szeto Fu for \$5,000,000, 3,855 of its shares to Chang Lin-Teh for \$3,855,000, 50 of its shares to Sherman S.M. Wang for \$50,000, 75 of its shares to Jen Fie Tun for \$75,000 and 20,000 of its shares to Stanley S.C. Huang for \$20,000.

RESOLVED FURTHER that the Officers of the Corporation be and hereby are authorized and directed to take such action and execute such documents as may be necessary to effectuate the sale and issuance of such shares upon the payment of such consideration.

CORPORATE QUALIFICATION

The initial sale and issuance of shares of capital stock, by reason of limited number of shareholders and other conditions, shall be exempt from qualification under the California Corporate Securities Law of 1968. After discussion, upon motion duly made, seconded and unanimously carried, it was:

RESOLVED that the shares of voting common stock authorized to be issued and sold by the Corporation be offered, issued and sold strictly in accordance with the terms of the exemption from qualification, as provided in Section 25102(h) of the California Corporations Code;

RESOLVED FURTHER that the Notice of Issuance of Securities Pursuant to Subdivision (h) of Section 25102 of the California Corporations Code be prepared, executed, and filed with the Commissioner of Corporations; and

RESOLVED FURTHER that a copy of such Notice be received and attached hereto as Exhibit D.

QUALIFICATION AS SECTION 1244 STOCK

The Board of Directors shall adopt a plan under Internal Revenue Code Section 1244 to qualify

the common stock of the Corporation as Section 1244 stock. The Board is informed that in the event stock so qualified should become valueless, the lost investment of a shareholder would be treated as an ordinary loss under the Internal Revenue Code. Therefore be it:

RESOLVED that the Corporation adopt, effective this date, the following plan with the intent that it be a plan qualified under Internal Revenue Code Section 1244:

- (a) The number of shares of common stock to be issued and sold under the plan shall not exceed an aggregate of 12,000 shares for consideration in the form of cash or property which shall not exceed \$12,000.000.00;
- (b) All shares authorized to be issued pursuant to the Resolutions previously adopted are a portion of the shares authorized for issuance under the plan;
- (c) Unless sooner terminated by the Board of Directors at its discretion, the plan shall expire not more than two years from this date, and all stock to be issued hereunder shall be issued before the expiration of two years from this date;
- (d) During the life of the plan, no stock shall be offered or sold except pursuant to the plan; and

RESOLVED FURTHER that the Officers of the Corporation be and hereby are authorized and directed to take all actions required to implement the plan.

COMPENSATION AND REIMBURSABLE EXPENSES

RESOLVED that no compensation be paid to any Officer at this time; and

RESOLVED FURTHER that the Corporate Officers be reimbursed by the Corporation for any necessary and reasonable business expenses advanced on behalf of the Corporation.

21-04-402-1746

RIGHT OF FIRST REFUSAL

RESOLVED that the Corporation have the right of first refusal on the sale or transfer of any share of stock by any shareholder; and

RESOLVED FURTHER that all corporate shareholders shall have the right of second refusal on the sale or transfer of any share of stock by any shareholder; the rules respecting the exercise of these rights are set forth in the By-Laws.

PREEMPTIVE RIGHTS

The rules respecting the exercise of preemptive rights are set forth in the Articles of Incorporation and By-Laws of this Corporation.

Sze Te Fu
SZETO FU

Chang Lin-teh
CHANG LIN-TEH

Chi Tao Shan
CHI-TAO SHAN

Sherman S.M. Wang
SHERMAN S.M. WANG

Jen Fie Tun
JEN FIE TUN

Chock Tong Wong
CHOCK TONG WONG

Stanley S.C. Huang
STANLEY S.C. HUANG

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EXHIBIT 4.

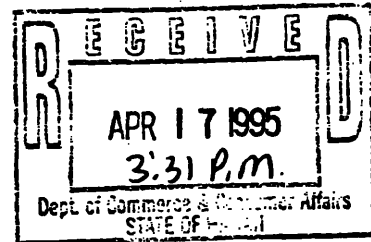
**EXPEDITED
REVIEW**

IN THE DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS

STATE OF HAWAII

In the Matter of the
Incorporation of

LONGEVITY INTERNATIONAL
ENTERPRISES CORPORATION



ARTICLES OF INCORPORATION

DEVENS, LO, NAKANO,
SAITO, LEE & WONG
1600 Central Pacific Plaza
220 South King Street
Honolulu, Hawaii 96813
Tel. No. 521-1456

21.04.1402.4749

ARTICLES OF INCORPORATION
OF
LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, desiring to become incorporated as a corporation under and in accordance with the laws of the State of Hawaii and to obtain the benefits conferred by said laws upon corporations, does hereby agree upon and enter into the following Articles of Incorporation, the terms whereof shall be equally obligatory upon the undersigned as well as upon all other persons who from time to time may be stockholders in the Corporation.

ARTICLE I

The name of this Corporation shall be LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION.

ARTICLE II

The place of the principal office of the Corporation shall be at Honolulu, City and County of Honolulu, State of Hawaii; 100 N. Beretania Street, Suite 304, Honolulu, Hawaii 96817; there may be such subordinate or branch offices in such place or places within or without said State as may be deemed necessary or requisite by the Board of Directors to transact the business of

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the Corporation, which business may be conducted anywhere in the world, with such branch or subordinate offices to be in charge of such person or persons as may be appointed by the Board of Directors.

ARTICLE III

The primary specific purpose for which said Corporation is organized is to conduct a general real property management business; to engage in real estate investment and brokerage activities; to invest in and develop real property and to engage in the selling, renting and managing of real property; to act as agent, broker or attorney-in-fact for any person or corporation to engage in buying, selling and dealing in real estate and real and personal property, and any interest and estate therein, and in all forms of personal property, on commissions or otherwise; to make or obtain loans upon such property and all loans, interest in and claims affecting the same; to purchase, sell, manufacture and deal in building materials and goods, ware, merchandise and to carry on any other lawful trade or business incident to or proper, or useful in connection with the purchase, sale, ownership, construction, maintenance and management, of real and personal property.

1. In addition to the foregoing, the said Corporation is organized for the following purposes, including the transaction of any or all lawful business for which corporations may be

incorporated pursuant to Chapter 415, Hawaii Revised Statutes, and shall have the following powers:

(a) Without restrictions or limit as to amount, to buy or otherwise acquire, own, hold, use, improve, develop, subdivide, mortgage, lease or take on lease, sell, convey and in any and every other manner deal in and with and dispose of real estate, buildings and other improvements, hereditaments, easements and appurtenances of every kind in connection therewith, or any estate or interests therein, of any tenure or description, on any terms or conditions, to the fullest extent permitted by law, and also any and all kinds of chattels, goods, wares, merchandise, and agricultural, manufacturing and mercantile products and commodities, and patents, licenses, debentures, securities, stocks, bonds, commercial paper, and other forms of assets, rights and interests and evidences of property or indebtedness, tangible or intangible; to take or hold mortgages for any unpaid balance of the purchase money on any of the lands, buildings or other improvements and properties sold, and to sell, foreclose or otherwise dispose of said mortgages;

(b) To manufacture, purchase, sell, exchange, export and import and otherwise deal in all kinds of goods, wares and merchandise; to engage in such other business as may be necessary, suitable or proper to the accomplishment of the purposes connected with or relating thereto;

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(c) To acquire any and all rights, permits, privileges and franchises suitable or convenient for the purposes of the Corporation;

(d) To acquire and carry on all or any part of the business or property and to undertake any liabilities of any person, firm, association, estate, company, or corporation and as the consideration for the same to pay cash, property, and/or to issue any shares of stock and/or obligations of this Corporation;

(e) To enter into limited or general partnership or into any arrangement for sharing profits, joint adventure, reciprocal considerations or cooperation with any persons, partnerships, or corporations, syndicates, companies, trusts and associations of all kinds carrying on, engaged in, or about to carry on or engage in, any business or transaction which the Corporation is authorized to carry on or engage in, or in which the Corporation shall have directly or indirectly any interest, or any business or transaction capable of being conducted so as directly or indirectly to benefit this Corporation, and to take or otherwise acquire and hold, sell, reissue, or otherwise deal with shares of stock in or securities or obligations of, to advance and lend money, with or without security, and to subsidize or otherwise assist any such company, and to guarantee the principal or interest of any such security or obligations, or any dividends upon any such shares of stock, and to discharge and cancel without payment any indebtedness thus arising;

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(f) To purchase and acquire from any of its officers, directors, or stockholders, any property, interests, or shares of stock and other assets belonging to them or any of them which the Board of Directors may deem it advisable to acquire;

(g) To purchase and acquire shares of the capital stock (of any class), bonds, and other obligations of this Corporation, from time to time, to such extent, in such manner, and upon such terms as its Board of Directors shall determine; and from time to time to accept any such shares, bonds, and obligations as security for, or in payment on accounts, or in satisfaction of, any claims, or demands of this Corporation, and to reissue the same from time to time, upon such terms, prices, and conditions as may be fixed by its Board of Directors or Executive Committee;

(h) To acquire by purchase, subscription, or otherwise, and to own, hold, sell, negotiate, assign, deal in, exchange, transfer, mortgage, pledge, or otherwise dispose of any shares of the capital stock, script, or any voting trust certificates in respect of the shares of capital stock of, or any bonds, mortgages, securities, or evidence of indebtedness issued or created by, any other corporation, joint stock company, or association, public or private, or of the government of the United States of America, or of any foreign government, or of any state, territory, municipality, or other political subdivision or of any governmental agency; and to issue in exchange therefor, in

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the manner permitted by law, shares of the capital stock, bonds, or other obligations of the Corporation; and while the holder or owner of any such shares of capital stock, script, voting trust certificates, bonds, mortgages, or other securities or evidence of indebtedness, to possess and exercise in respect thereof any and all rights, powers, and privileges of ownership, including the right to vote thereon;

(i) To borrow and/or raise money and/or to obtain and maintain credit for any of the purposes of the Corporation, in any amount, even in excess of its capital stock, by the sale or issue of bonds, notes, debentures, collateral trust certificates, or other obligations of any nature, or in any manner, and to secure the same by mortgage or other liens upon any and all of the property, real, personal, or in action, of every description whatsoever, or any portion thereof, of this Corporation, whether at the time owned or thereafter acquired, or to issue bonds, debentures, debenture stock, warrants, notes or other obligations without any security and with the right to subordinate payment of such obligations to other borrowings whether made before, simultaneous with, or after the issue of said obligations; to redeem any debt or other obligation before the same shall fall due, on any terms and at any advance or premium;

(j) The Corporation, at the time of its organization, or at any time or times thereafter, may purchase or acquire shares, stocks, bonds, debentures, and other securities or

obligations, or any property, real, personal, or mixed, from any person or persons, corporation or corporations, who may be promoters, officers, or directors of this Corporation, and each stockholder of this Corporation shall be deemed, by reason of his having become such, to have waived any and all objections to such acquisition of shares, stocks bonds, debentures, and other securities, obligations, or property, real, personal, or mixed, and to have agreed that no promoter, officer, or director shall be liable to account to this Corporation for any profit or benefit derived by him by reason of such transaction;

(k) The Corporation shall possess all the powers necessary to conduct said businesses and to carry out the purposes and objects herein expressed, and shall have all the powers now or hereafter expressly conferred upon corporations under Chapter 415 of the Hawaii Revised Statutes, together with such additional and implied powers as may now or hereafter be provided thereby, including, but not limited to, the right to incur debts in excess of its capital stock.

2. The clauses set forth in this Article III are to be construed both as purposes and powers; and it is hereby expressly provided that the enumeration herein of specific purposes and powers shall not be held to limit or restrict in any manner the general powers of the Corporation. It is the intention that the purposes, objects, and powers specified in each of the said clauses shall, except as otherwise expressly provided, in no wise

be limited or restricted by reference to or inference from the terms of any other clause or paragraph of this article, or of any other article of these Articles of Incorporation.

ARTICLE IV

1. The aggregate number of shares which the Corporation shall have authority to issue is TWELVE THOUSAND (12,000) shares, all having a par value of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) per share and all of which are of one class and designated as common stock. The Corporation shall have the privilege of subsequent extensions of its capital stock from time to time in the manner provided by law.

2. No shares of stock shall be sold or transferred except in accordance with the provisions of the By-Laws of this Corporation.

3. Stockholders shall as such holders have pre-emptive rights in and to subscribe for any additional shares of stock of any class whatsoever and any securities convertible into stock of any class whatsoever, and subject to such pre-emptive rights, to the provisions of these Articles, to the provisions of the By-Laws of the Corporation, and to the provisions of any applicable laws, such shares of stock or securities convertible into stock may be issued and disposed of by resolution of the Board of Directors to such persons, firms, corporations or associations, and for such consideration and upon such terms as may be deemed

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advisable by the Board of Directors, including the issuance thereof as and for stock dividends.

4. Anything herein contained to the contrary notwithstanding, the rights of the holders of all classes of stock of the Corporation in respect of dividends shall at all times be subject to the power of the Board of Directors from time to time to set aside such reserves and/or to make such other provision, if any, for working capital and for additions and improvements to its plant, for acquisition of real or personal property for the enlargement of its business, for general expansion of its business, and for any other reserve or reserves for any proper purpose as said Board shall deem to be necessary or advisable.

5. The names of the initial subscribers for shares, the number of shares subscribed for by such initial subscribers, the subscription price for such shares, and the amount of capital paid in by such initial subscribers, whether in cash, non-cash consideration, or a combination of both, are as follows:

<u>Name of Subscriber</u>	<u>No. of Shares Subscribed</u>	<u>Subscription Price</u>	<u>Amount of Capital Paid In, In Cash</u>
LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION, a California corporation	1	\$1,000.00	\$1,000.00

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ARTICLE V

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1. The directors of the Corporation shall be one or more in number if the Corporation has only one stockholder. If the Corporation has two stockholders, the Corporation shall have two or more directors. If the Corporation has three or more stockholders, the Corporation shall have three or more directors. In any event, at least one member of the Board of Directors shall be a resident of the State of Hawaii. The directors shall be elected or appointed and any vacancies at any time occurring shall be filled by the stockholders or the directors or any thereof in such manner and for such terms as the By-Laws may prescribe. The Board of Directors shall, except as limited by law, these Articles of Incorporation or the By-Laws of the Corporation, have all power necessary or proper to carry out all of the business of the Corporation, and the Directors may delegate such powers as they see fit, so long as such delegation is not prohibited by law or the By-Laws.

2. The officers of the Corporation shall be a president, a secretary, and a treasurer, who shall be elected by the Board of Directors as shall be prescribed by the By-Laws. There may also be as officers of the Corporation a Chairman of the Board, a Chief Executive Officer, a Chief Operating Officer, executive vice presidents, one or more vice presidents and assistant vice presidents, assistant secretaries and assistant treasurers. The officers need not be stockholders, except as may otherwise be

provided by the By-Laws of the Corporation. There may also be such other officers and agents as the business of the Corporation may require, who shall be elected or appointed as the By-Laws may prescribe. The same person may hold at the same time two or more offices. The Corporation shall have not less than two (2) individuals as officers.

3. The persons who are the first officers and directors of the Corporation who shall serve until the first annual meeting of the shareholders or until their successors are elected and qualify, are as follows:

STEPHEN S. F. CHEN
Residence Address:

Chairman of the Board
#4, Lane 85, Sung Chiang Road
Taipei, Taiwan, Republic of China

CHOU-SENG TOU
Residence Address:

President and Director
2 Fl. #5, Chien-Kuo S. Road, Sec. 2
Taipei, Taiwan, Republic of China

LOUIS C. L. CHANG
Residence Address:

Secretary
500 University Avenue, #1109
Honolulu, Hawaii 96826

SHWU-FUEY CHU
Residence Address:

Treasurer
100 N. Beretania Street, #304
Honolulu, Hawaii 96817

SING-CHEW TAM
Residence Address:

Director
2 Fl. 3, #4, Alley 60, Lane 114
Chungshan N. Road, Sec. 7
Taipei, Taiwan, Republic of China

HUNG-TSAO CHANG
Residence Address:

Director
16-7, Lane 71, Hang Chow S. Road
Sec. 1, Taipei, Taiwan, Republic
of China

TING-YU YU
Residence Address:

Director
1923 Hawane Street
Honolulu, Hawaii 96821

CHOCK-TONG WONG
Residence Address:

Director
1689 Lewalani Drive
Honolulu, Hawaii 96822

KARL C. P. WANG
Residence Address:

Director
100 N. Beretania Street, #304
Honolulu, Hawaii 96817

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4. No contract or other transaction between the Corporation and any other corporation or any firm, association or other organization, and no act of the Corporation, shall in any way be affected or invalidated by the fact that any of the directors or officers of the Corporation are parties to such contract or transaction or act or are pecuniarily or otherwise interested in the same or are directors or officers or members of any such corporation or any such firm, association or other corporation; provided that the interest of such director or officer shall be disclosed or shall have been known to the Board of Directors authorizing or approving the same, or to a majority thereof. Any director of the Corporation who is pecuniarily or otherwise interested in or is a director or officer or member of such other corporation or any other firm, association or other organization, may be counted in determining a quorum of any meeting of the Board of Directors which shall authorize or approve any such contract, transaction or act, and may vote thereon with like force and effect as if he were in no way interested therein. Neither any director or officer of the

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Corporation, being so interested in any such contract, transaction, or act of the Corporation which shall be approved by the Board of Directors of the Corporation, nor any corporation, firm, association, or other organization in which such director, or officer may be interested, shall be liable or accountable to the Corporation, or to any stockholder thereof, for any loss incurred by the Corporation pursuant to or by reason of such contract, transaction or act, or for any gain received by any such other party pursuant thereto or by reason thereof.

5. Any director of the Corporation may vote upon any contract or other transaction between the Corporation and any subsidiary or affiliated corporation, including any corporation which owns all or substantially all of the shares of the capital stock of the Corporation, without regard to the fact that he may also be a director or officer or stockholder of or otherwise interested in or connected with such subsidiary or affiliated corporation; and no contract or other transaction entered into by and between the Corporation and any such subsidiary or affiliated corporation shall be affected or invalidated by the fact that any director or officer of the Corporation may also be a director, officer, or stockholder of or otherwise interested in or connected with such subsidiary or affiliated corporation, or by the fact that said contract or transaction may be entered into by officers of the Corporation or may be authorized or ratified by the vote of the directors who may also be directors, officers, or

stockholders of or otherwise interested in or connected with such subsidiary or affiliated corporation.

ARTICLE VI

1. The Corporation hereby organized shall be a body corporate under the laws of the State of Hawaii, with all rights, powers, privileges and immunities which are now or may hereafter be secured by law to corporations, and shall be subject to all general laws now in effect or hereafter enacted in regard to corporations.

2. The Corporation shall have succession by its corporate name for a term of perpetual duration and shall have all the powers herein enumerated or implied herefrom, and the powers now or which may hereafter be provided by law for incorporated companies.

ARTICLE VII

No stockholder shall be liable for the debts of the Corporation beyond the amount which may be due or unpaid upon any share or shares of stock of said Corporation owned by him.

ARTICLE VIII

1. As used in this Article VIII, unless the context otherwise requires:

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(a) "Agent" means any person who is or was a director, officer, employee, or other agent of the corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation which was a predecessor corporation of the Corporation or of another enterprise at the request of the predecessor corporation.

(b) "Expenses" include, without limitation, attorney's fees and any expenses of a completed action or proceeding, whether civil, criminal, administrative, or investigative.

2. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Corporation) if that person is or was an agent of the Corporation, against expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with the proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal proceeding, had no reasonable cause to believe the conduct of the person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a

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presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, or that the person had reasonable cause to believe that the person's conduct was unlawful.

3. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action by or in the right of the Corporation to procure a judgment in its favor because that person is or was an agent of the Corporation, against expenses actually and reasonably incurred by the person in connection with the defense or settlement of the action if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue, or matter as to which the person shall have been adjudged to be liable for negligence or misconduct in the performance of the person's duty to the Corporation unless and only to the extent that the court in which the action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnity for such expenses as the court deems proper.

4. To the extent that an agent has been successful on the merits or otherwise in defending any proceeding referred to in

subparagraph 2 or 3 of this Article VIII, or in defense of any claim, issue, or matter therein, the agent shall be indemnified by the Corporation against expenses actually and reasonably incurred by the agent in connection therewith.

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5. Any indemnification under subparagraph 2 or 3 of this Article VIII shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in subparagraph 2 or 3 of this Article VIII. The determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to the proceeding; or (b) if a quorum is not obtainable, by independent legal counsel in a written opinion; or (c) by the shareholders; or (d) by the court in which the proceeding is or was pending upon application made by the Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not the application by the agent, attorney, or other person is opposed by the Corporation.

6. Expenses incurred in defending any proceeding may be paid by the Corporation in advance of the final disposition of the proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall ultimately be determined that the agent is entitled to be indemnified by the Corporation as authorized in this Article VIII.

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7. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any by-law, agreement, vote of shareholders, or disinterested directors or otherwise, both as to action in a person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be an agent and shall inure to the benefit of the heirs and personal representatives of such a person.

8. The Corporation shall have the power to purchase and maintain insurance on behalf of any agent of the Corporation, against any liability asserted against or incurred by the agent in any such capacity or arising out of the agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under this Article VIII.

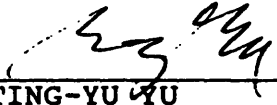
9. The provisions of this Article VIII shall not apply to any proceeding against any trustee, investment manager, or other fiduciary of an employee benefit plan in that person's capacity, though the person may also be an agent of the employer Corporation as defined in subparagraph 1. Nothing contained in this Article VIII shall limit any right to indemnification to which a trustee, investment manager, or other fiduciary may be entitled by contract or otherwise.

ARTICLE IX

Service of legal process may be made upon the Corporation in the manner provided by law.

The undersigned certifies under the penalties of Section 415-136, Hawaii Revised Statutes, as amended, that the undersigned has read the above statements and that the same are true and correct.

IN WITNESS WHEREOF, the undersigned to these Articles of Incorporation have hereunto caused this instrument to be executed this 17 day of April, 1995.



TING-YU YU

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BY-LAWS
OF
LONGEVITY INTERNATIONAL ENTERPRISES CORPORATION

ARTICLE I

Offices

Section 1. Principal Office. The principal office of the corporation shall be at such place in the City and County of Honolulu, State of Hawaii, and at such other places as the Board of Directors may from time to time determine.

Section 2. Seal. The corporation may have a common seal of such form and device as the Board of Directors shall from time to time determine.

ARTICLE II

Stockholders

Section 1. Annual Meeting. The annual meeting of the stockholders of the corporation shall be held each year at the principal office of the corporation or at such other place, and at such time as the President or the Board of Directors shall determine. The annual meeting shall be a general meeting, and at such meeting any business within the powers of the corporation, without special notice of such business, may be transacted, except as limited by law, the Articles of Incorporation, or these By-Laws.

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Section 2. Special Meeting. Special meetings of the stockholders may be held at any time upon the call of the President, or upon the call of any two directors, or upon the written request of stockholders owning not less than one-tenth (1/10th) of the capital stock issued and outstanding and entitled to vote at the meeting.

Section 3. Notices of Meetings. A written or printed notice of all meetings, annual or special, stating the place, day and hour of the meeting and whether it is annual or special and in case of each special meeting stating the purpose or purposes for which the meeting is called, shall be given by or at the direction of the President, the Secretary, or the officer, director or persons calling the meeting, either by personal delivery or by mailing such notice, not less than ten (10) nor more than seventy (70) days before the date assigned for the meeting, to each stockholder at his address as it appears upon the transfer books of the corporation with postage thereon prepaid. Upon notice being given in accordance with the provisions hereof, the failure of any stockholder to receive actual notice of any meeting shall not in any way invalidate the meeting or proceedings thereat.

Section 4. Quorum. At all meetings of stockholders, the presence in person or by proxy of stockholders owning a majority in number of all the shares of stock issued and outstanding and entitled to vote at said meeting shall be necessary to constitute

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annual meeting of stockholders. The directors, except as otherwise in these By-Laws provided, shall hold office until the annual meeting held next after their election and until their respective successors shall be elected. The number of directors constituting the Board during any annual period shall be the number of directors elected at the annual meeting of stockholders. The stockholders may elect by majority vote one of the directors as Chairman of the Board of Directors.

Section 2. Cumulative Voting. In all elections for Directors, each Shareholder entitled to vote shall have the right to cumulate his votes and give one candidate a number of votes equal to the number of Directors to be elected multiplied by the number of votes to which the Shareholder's shares are entitled, or distribute the Shareholder's votes on the same principle among as many candidates as the Shareholder thinks fit. Notice of intention to cumulate votes must be given prior to the meeting as follows:

No Shareholder shall be entitled to cumulate votes (i.e., cast for any one candidate a number of votes greater than the number of the Shareholder's shares) unless such candidate or candidates' names have been placed in nomination prior to the voting and the Shareholder has given notice at the meeting prior to the voting of the

Shareholder's intention to cumulate the
Shareholder's votes. If any one Shareholder
has given such notice, all Shareholders may
cumulate their votes for candidates in
nomination.

In any election of Directors, the
candidates receiving the highest number of
votes of the shares entitled to be voted for
them up to the number of Directors to be
elected by such shares are elected.

Section 3. Removal of Directors. Any director may be
removed from office, with cause or without cause, at any time and
another person may be elected in his place to serve for the
remainder of his term at any special meeting of stockholders
called for the purpose by the affirmative vote of the holders of
a majority of all the shares of capital stock of the corporation
outstanding and entitled to vote. In case any vacancy so created
shall not be filled by the stockholders at such meeting, such
vacancy may be filled by the Board of Directors as provided in
Section 8 of Article III.

Section 4. Meetings, Notice. The Board shall hold meetings
as often as the business of the corporation may require at the
call of the President and any director. The Secretary shall give
notice of each meeting of the Board of Directors, either orally
or in writing, by mailing or delivering the same not less than

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three (3) days before the meeting, unless otherwise prescribed by the Board. The failure by any director to receive such notice mailed within the prescribed period shall not invalidate the proceedings of any meeting at which a quorum of directors is present. The directors elected at the annual stockholders' meeting of the corporation shall, without any notices being given, hold a meeting as soon as may be possible after the meeting of the stockholders at which they were elected.

Section 5. Quorum and Adjournment. The majority of the directors shall constitute a quorum for the transaction of business, and no actions taken other than the appointment of directors to fill temporary vacancies, as provided in these By-Laws, shall bind the corporation unless it shall receive the concurring vote of a majority of all the directors. In the absence of a quorum, the presiding officer or a majority of the directors present may adjourn the meeting from time to time without further notice until a quorum be had.

Section 6. Consent in Lieu of Meeting. Notwithstanding the provisions of Sections 3 and 6 of this Article, the meeting and voting of directors may be dispensed with if all of the directors who would have been entitled to vote upon the action if such meeting of directors were held shall consent in writing to such corporate action being taken. Such consent shall set forth the action taken or to be taken and may be required at any time before or after the intended effective date of the action

intended to be taken at such meeting. The consent shall be filed with the other minutes of directors' meetings and shall have the same effect as a unanimous vote.

Section 7. Directors' Telephone Meetings. Members of the Board of Directors or any committee designated thereby may participate in a meeting of such board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

Section 8. Powers of the Board of Directors. The property, affairs and business of the corporation shall be managed by the Board of Directors and, except as otherwise provided by law, the Articles of Incorporation, or these By-Laws, all of the powers and authority of the corporation shall be vested in and may be exercised by the Board of Directors as fully and for all purposes as though exercised directly by the stockholders; and, in furtherance and not in limitation of said general powers, the Board of Directors shall have power: To acquire and dispose of property; to appoint a general manager and such other managers, officers or agents of the corporation as in its judgment its business may require, and to confer upon and to delegate to them by power of attorney or otherwise such power and authority as it shall determine; to fix the salaries or compensation of any or all of the officers, agents and employees of the corporation and,

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in its discretion, require security of any of them for the faithful performance of any of their duties; to declare dividends when it shall deem it expedient, subject to the conditions and limitations imposed by the Articles of Incorporation and the laws of Hawaii; to make rules and regulations not inconsistent with law or these By-Laws for the transaction of business; to instruct the officers or agents of the corporation with respect to, and to authorize the voting of stock of other corporations owned or held by this corporation; to incur such indebtedness as may be deemed necessary, which indebtedness may exceed the amount of the corporation's capital stock; to create such committees (including an executive committee or committees), and to designate as members of such committees such persons as it shall determine, and to confer upon such committees such powers and authorities as may by resolution be set forth for the purposes of carrying on or exercising any of the powers of the corporation; to create and set aside reserve funds for any purposes and to invest any funds of the corporation in such securities or other property as to it may seem proper; to remove or suspend any officer, and generally to do any and every lawful act necessary or proper to carry into effect the powers, purposes and objects of the corporation.

Section 9. Vacancies and Substitute Directors. If any permanent vacancy shall occur in the Board of Directors through death, resignation, removal or other cause, the remaining directors, by affirmative vote of a majority thereof may elect a

successor director to hold office for the unexpired portion of the term of the director whose place shall be vacant.

In case of a temporary vacancy due to the absence of any director from the principal place of business of the corporation, or the sickness or disability of any director, the remaining directors, whether constituting a majority or a minority of the whole Board, may appoint some person as a substitute director who shall be a director during such absence or disability and until such director returns to duty. The determination by the Board of Directors as shown on the minutes, of the fact of such absence or disability and the duration thereof shall be conclusive as to all persons and the corporation.

Section 10. Approval of Acts of Board of Directors. At any annual or special meeting of the stockholders, any or all of the acts and doings of the Board of Directors may be ratified, confirmed and approved by the stockholders, and such ratification and approval shall be as valid and as binding upon the corporation and upon all the stockholders as though it had been approved or ratified by every stockholder of the corporation.

No contract, agreement, undertaking or other transaction between this corporation and any other corporation shall be affected by the fact that some or all of the directors of this corporation are interested in or are directors or officers of such other corporation.

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Section 11. Directors' Annual Report. The Directors shall cause to be sent to the Shareholders, not later than one hundred twenty days after the close of the fiscal year, an annual report which shall include a balance sheet as of the closing date of the fiscal year and a statement of profit and loss for the year ended on that date, and such annual report shall be certified as correct by the President.

11.1. The balance sheet shall set forth;

a. The basis employed in stating the valuation of the assets and any changes in such basis during the fiscal year;

b. The amount of any surplus, the sources thereof, and any changes therein during such year;

c. The number of shares of each class authorized and outstanding;

d. The number of shares, if any, carried as treasury shares, the cost thereof, and the source from which such cost was paid; and

e. The amount, if any, of loan or advance to or from Shareholders, Directors, Officers or employees.

11.2. The statement of profit and loss shall set forth:

a. The amount of income or loss;

b. The amount of depreciation, depletion, amortization, interest and extraordinary income or charges; and

c. The amount of income from subsidiary corporations, if any.

ARTICLE IV

Officers

Section 1. Appointment and Removal. The officers of the corporation shall be the President, Secretary, Treasurer, and in addition thereto, in the discretion of the Board of Directors, one or more Vice Presidents, an Assistant Treasurer or Assistant Treasurers, and an Assistant Secretary or Assistant Secretaries, and such other officers with such duties as the Board of Directors shall from time to time determine. All officers shall be appointed annually by the Board of Directors and shall serve until their successors shall have been appointed. Any officer may be removed at any time, with or without cause, by the majority of the whole Board of Directors whenever in its judgment the best interests of the corporation will be served thereby. One person may hold more than one office, and all officers shall be subject to removal at any time by the affirmative vote of the majority of the whole Board. The Board of Directors may, in its discretion, appoint acting or temporary officers and may appoint officers to fill vacancies occurring for any reason whatsoever, and may, in its discretion, limit or enlarge the duties and powers of any officer appointed by it.

Section 2. Chairman of the Board of Directors. A Chairman of the Board of Directors may be elected by a majority of the

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whole Board of Directors. If so elected, he shall preside at all meetings of the Board of Directors and shall perform such other duties and have such other powers as may be delegated by the Board of Directors.

Section 3. President. The President shall preside at all meetings of the stockholders, and he shall preside at meetings of the Board of Directors if no Chairman of the Board of Directors is elected. He shall exercise general supervision over the business of the corporation and over its several officers, agents and employees, subject, however, to the control of the Board of Directors.

Section 4. Vice President. A Vice President or Vice Presidents, if appointed, shall, in the order designated by the Board of Directors, perform all the duties and exercise all the powers and rights of the President provided by these By-Laws or otherwise during the absence or disability of the President, or whenever the office is vacant, and shall perform all other duties assigned by the Board of Directors.

Section 5. Treasurer. The Treasurer shall have custody of all the funds, notes, bonds and other evidences of property of the corporation, and shall be responsible for keeping all the books and accounts of the corporation, and shall render statements thereof in such form and as often as required by the Board of Directors. He shall be responsible for the keeping of the stock books, stock transfer books and stock ledger of the

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corporation. The Treasurer shall perform all other duties assigned to him by the President or the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the stockholders. He shall give notice, in conformity with these By-Laws, of all meetings of the stockholders and the Board of Directors. In the absence of the President and of the Vice Presidents(s), he shall call meetings of the stockholders to order and shall preside until a chairman pro tempore is chosen. He shall also perform all other duties assigned him by the Board of Directors or the President.

Section 7. Assistant Treasurer. The Assistant Treasurer or Assistant Treasurers, if appointed, shall, in the order designated by the Board of Directors, perform all the duties and exercise all the powers of the Treasurer during his absence or disability or whenever the office is vacant, and shall perform all the duties assigned to him or them by the Board of Directors.

Section 8. Assistant Secretary. The Assistant Secretary or Assistant Secretaries, if appointed, shall, in the order designated by the Board of Directors, perform all the duties and exercise all the powers of the Secretary during his absence or disability or whenever the office is vacant, and shall perform all duties assigned to him or them by the Board of Directors.

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Section 9. Auditor. The Auditor may be elected annually by the stockholders. The Auditor shall audit the books and accounts of the corporation and shall certify his findings on the books of the Treasurer and report thereon in writing to the stockholders at least annually, and shall make such other audits and reports as the Board of Directors shall determine from time to time.

The Auditor may be a person, co-partnership, or if permitted by law, a corporation. The Auditor may be removed from office, either with or without cause, at any time at a special meeting of the stockholders called for the purpose, and any vacancy caused by such removal may be filled for the balance of the unexpired term by the stockholders at a special meeting called for the purpose. In the case of a vacancy in the Office of the Auditor other than by removal, the vacancy may be filled for the unexpired term by the Board of Directors, or, if a special meeting shall be held during the existence of such vacancy, the vacancy may be filled at such special meeting of the stockholders.

ARTICLE V

Execution of Instruments

Section 1. Proper Officers. Except as otherwise provided by these By-Laws or by law, all checks, drafts, notes, bonds, acceptances, deeds, leases, contracts, and all other documents and instruments shall be signed, executed and delivered by the

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President or a Vice President, and by the Treasurer or the Secretary, or an Assistant Treasurer or Assistant Secretary; provided, however, that the Board of Directors may from time to time by resolution authorize checks, drafts, bills of exchange, notes, orders for the payment of money, licenses, endorsements, stock powers, powers of attorney, proxies, waivers, consents, returns, reports, applications, notices, agreements or documents, instruments or writings of any nature to be signed, executed and delivered by such officers, agents or employees of the corporation, or any one of them, in such manner as may be determined by the Board of Directors.

Section 2. Facsimile Signatures. The Board of Directors may from time to time by resolution provide for the execution of any corporate instrument or document by a mechanical devise or a machine, or by use of facsimile signatures, under such terms as shall be set forth in the resolution of the Board of Directors.

ARTICLE VI

Voting of Stock by the Corporation

In all cases where the corporation owns, holds, or represents, under power of attorney or proxy or in any representative capacity, shares of the capital stock of any corporation, or shares or interests in business trusts, co-partnerships or other associations, such shares or interests shall be represented and voted by the President, or, in the

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absence of the President, by the Vice President, or, in the absence of the Vice President, by the Treasurer, or, in the absence of the Treasurer, by the Secretary; provided, however, that any person specifically appointed by the Board of Directors for the purpose shall have the right, if present, to represent and vote such shares or interest.

ARTICLE VII

Capital Stock

Section 1. Shares Represented by Certificates and Uncertificated Shares. The shares of the corporation shall be represented by certificates or shall be uncertificated shares. Certificates shall be signed by the chairman or vice chairman of the Board of Directors or the President or a Vice President and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the corporation, and may be sealed with the seal of the corporation or a facsimile thereof. Any of or all the signatures upon a certificate may be a facsimile. In case any such officer, transfer agent, or registrar who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if the officer, transfer agent or registrar at the date of its issue.

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Every certificate representing shares issued by the corporation if it is authorized to issue shares of more than one class shall set forth upon the face or back of the certificate, or shall state that the corporation will furnish to any shareholder upon request and without charge, a full statement of the designations, preferences, limitations, and relative rights of the shares of each class authorized to be issued, and if the corporation is authorized to issue any preferred or special class in series, the variations in the relative rights and preferences between the shares of each such series so far as the same have been fixed and determined and the authority of the Board of Directors to fix and determine the relative rights and preferences of subsequent series.

Each certificate representing shares shall state upon the face thereof:

(1) That the corporation is organized under the laws of this State.

(2) The name of the person to whom issued.

(3) The number and class of shares, and the designation of the series, if any, which such certificate represents.

(4) The par value of each share represented by such certificate, or a statement that the shares are without par value.

No certificate shall be issued for any share until the consideration established for its issuance shall have been paid.

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The Board of Directors of the corporation may provide by resolution that some or all of any of all classes and series of its shares shall be uncertificated shares; provided such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the corporation. Within a reasonable time after the issuance or transfer of uncertificated shares, the corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to the second and third paragraphs of this section. Except as otherwise expressly provided by law, the rights and obligations of the holders of uncertificated shares and the rights and obligations of the holders of certificates representing shares of the same class and series shall be identical.

In the event that fractional interests shall result in any manner from any action by the shareholders or the Board of Directors, the corporation may, (1) issue fractions of a share, either represented by a certificate or uncertificated, (2) arrange for the disposition of fractional interests by those entitled thereto, (3) pay in money the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined, or (4) issue scrip in registered or bearer form which shall entitle the holder to receive a certificate for a full share or an uncertificated full share upon

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the surrender of such scrip aggregating a full share. A certificate for a fractional share or an uncertificated fractional share shall, but scrip shall not unless otherwise provided therein, entitle the holder to exercise voting rights, to receive dividends thereon, and to participate in any of the assets of the corporation in the event of liquidation. The Board of Directors may cause scrip to be issued subject to the condition that it shall become void if not exchanged for certificates representing full shares or uncertificated full shares before a specified date, or subject to the condition that the shares for which scrip is exchangeable may be sold by the corporation and the proceeds thereof distributed to the holders of scrip, or subject to any other conditions which the Board of Directors may deem advisable.

Section 2. Transfer of Stock. Transfer of stock may be made in any manner permitted by law, but no transfer shall be valid except between the parties thereto until a new certificate shall have been obtained and the transfer shall have been duly recorded in the stock books of the corporation.

No certificate for stock shall be delivered unless the person entitled to such certificate, or some person duly authorized by him, shall receipt for the same and agree to be bound by all the provisions of the Articles of Incorporation and the By-Laws applicable to such shares.

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Section 3. Closing of Transfer Books. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or entitled to receive payment of any dividend, or in order to make a determination of shareholders for any other proper purpose, the Board of Directors of the corporation may provide that the stock transfer books shall be closed for a stated period but not to exceed, in any case, seventy (70) days. If the stock transfer books shall be closed for the purpose of determining shareholders entitled to notice of or to vote at a meeting of shareholders, such books shall be closed for at least ten (10) days immediately preceding such meeting. In lieu of closing the stock transfer books, the Board of Directors may fix in advance a date as the record date for any such determination of shareholders, such date in any case to be not more than seventy (70) days and, in case of a meeting of shareholders, not less than ten (10) days prior to the date on which the particular action, requiring such determination of shareholders, is to be taken. If the stock transfer books are not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders.

When a determination of shareholders entitled to vote at any meeting of shareholders has been made as provided in this section, such determination shall apply to any adjournment thereof.

Section 4. Lost Certificates. The Board of Directors may, subject to such rules and regulations as may be adopted by it from time to time, in its discretion, order a new certificate or certificates of stock to be issued in the place of any certificate or certificates of stock of the corporation alleged to have been lost or destroyed, and the owner of the lost certificate or certificates may be required to file sworn evidence showing the facts connected with such loss, and may be required to give to the corporation a bond or undertaking in such sum, not less than twice the par value, if any, or not less than twice the amount of the market value, of such lost or destroyed certificate or certificates of stock as the Board of Directors may direct as indemnity against loss, damage or liability that the corporation may incur by reason of such issuance of a new certificate or certificates.

The Board of Directors may, in its sole discretion, refuse to replace any lost certificate save upon the order of the court having jurisdiction in the matter.

ARTICLE VIII

Liability and Indemnification

Section 1. Liability of Officers and Directors. The officers and directors shall be free from all personal liability for any acts done on behalf of the corporation, or for any losses incurred or sustained by the corporation unless the same have occurred through their willful negligence or willful misconduct.

Section 2. Indemnification of Corporate Agents. Indemnification of any agent of the corporation shall be as provided in the Articles of Incorporation of the corporation.

ARTICLE IX

Voting Trust Agreements

In the event that the trustee or trustees of any voting trust agreement affecting the stock of the corporation shall file with the Secretary of the corporation an executed counterpart of any such voting trust agreement and a record of holders of voting trust certificates, all as provided in Section 415-34, Hawaii Revised Statutes, the corporation and all directors and officers thereof shall be required to recognize and give effect to the powers of the trustee or trustees thereunder.

21-04-402-14789

ARTICLE X

Option to Purchase Stock

Section 1. Irrevocable Option. The subscription for and ownership of all stock in this corporation are made and taken upon the condition that the purchaser, owner, or holder thereof desiring to sell the same shall first deliver the same to the corporation for sale, which shall determine the price to be paid to said stockholder for said stock by any one of the following methods:

a. By agreement with the selling stockholder; or
b. In the absence of agreement, then at the par value; or
c. By taking the book value of said shares of stock as established by the accounting methods employed by said corporation at the end of its last fiscal year, together with interest at the rate of four percent (4%) per annum for such date until date of sale; or

d. In the event the stock is tendered to the corporation at a date within four (4) months of the end of its next fiscal year, the Board of Directors may, at its election, defer setting the price until the book value has been established as at such date, in which event it shall be deemed that the stock was tendered for sale as of the date at which said book value was established.

The book value as above arrived at may be increased or decreased by the Board of Directors by taking into account appreciation of assets or the existence of intangible assets not

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written into the books, and by adjusting excessive or inadequate reserves, and by taking into account accrued or contingent or threatened liabilities, and the good faith determination of the Board of Directors in making such increases and/or decreases shall be final.

As soon as the price of said stock has been determined, and the stockholder has been notified of such fact, the corporation, acting through its Board of Directors, shall have the right, within the sixty (60) days next succeeding, but not later than ninety (90) days after delivery of the stock to the Board of Directors for sale (or date of tender, if later), either to purchase said stock at said price out of the surplus funds forming a part of the book value of the stock, to sell same at said price to any person or persons, or to act as agent in the purchase of the same for any person or persons.

If at the end of said ninety (90) days after the delivery of the stock to the Board of Directors for sale (or date of tender, if later), the corporation fails either to purchase said stock or to sell the same, it shall, upon demand, redeliver the same to the stockholder offering such stock for sale, who shall then be free to make such sale of said stock as he sees fit.

This restriction upon the sale of the stock may be amended, modified, or abrogated by a vote of the holders of a majority of all the shares of stock of the corporation, at a regular meeting

or at a special meeting of the stockholders, called for such purpose in accordance with the provisions of the By-Laws.

In the event that said stock is purchased by the corporation, it may either be retired or reissued and resold.

These provisions shall be binding upon the successors, heirs, administrators, personal representatives, or assigns of the holders of the stock of this corporation.

Section 2. Transfers to Relations. Notwithstanding the provisions of Section 1, immediately above, any stockholder may transfer his stock, with or without consideration, to any of his following relations: Spouse, parents, children, grandchildren, brothers, sisters, nephews and nieces; provided, however, any sale or disposition of said shares by any such transferee shall be subject to the provisions of this Article.

Section 3. Death of Stockholders. Upon the death of any stockholder, his shares of stock may devolve to anyone either by will, or under the laws of descent of the State of Hawaii in the absence of a will, but any sale or disposition of said shares by the estate or by the legatee or heir shall be subject to the provisions of this Article.

ARTICLE XI

Preemptive Rights

Section 1. The Articles of Incorporation provide for preemptive rights to all Shareholders. Therefore, the Shareholders of this Corporation shall have the preemptive right

to acquire additional or treasury shares of the Corporation. Prior to any new issuance of shares the Corporation shall give reasonable notice to the existing Shareholders of the Corporation to allow them to exercise their preemptive rights. The basic rules respecting the exercise of these rights shall be as follows:

1.1. If the total number of shares specified in the notice exceeds the number of shares issued and outstanding, each offering Shareholder shall be entitled to purchase such proportion of the shares referred to in the notice as the number of shares of this Corporation, which he holds, bears to the total number of shares held by all such Shareholders desiring to purchase.

1.2. If all of the shares referred to in the notice are not disposed of under such apportionment, each Shareholder desiring to purchase shares in a number in excess of his proportionate share, as provided above, shall be entitled to purchase such proportion of shares which remain thus undisposed of, as the total number of shares which he holds bears to the total number of shares held by all of the Shareholders desiring to purchase shares in excess of those to which they are entitled under such apportionment.

1.3. If all the shares are not disposed of under the above referenced apportionment schedule the remaining shares may then be offered to outsiders.

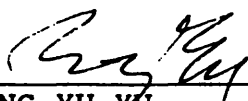
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ARTICLE XII

Amendment

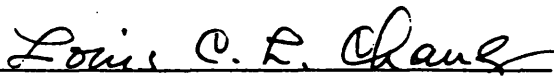
The power to alter, amend, or repeal the By-Laws or adopt new By-Laws, subject to repeal or change by action of the shareholders, shall be vested in the Board of Directors.

APPROVED this 17 day of April, 1995, by all the Incorporators of this corporation.



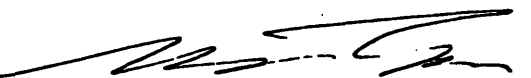
TING-YU YU

Attest true and correct this 17 day of April, 1995.



Secretary
LOUIS C. L. CHANG

APPROVED:



President
CHOU-SENG TOU

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EXHIBIT 5

THE CHINATOWN CULTURAL PLAZA
LEASE

Store Space # 203 Floor Area 3,437 sq.
Number of Exclusive Parking Stalls one (1)
Share of Common Area Maintenance Charge 2.51
Amount of Security Deposit \$ 1,797.00
Share of Real Property Taxes 2.5136
Minimum Rent Per Month \$ 1,546.65
Percentage Rent NONE

THIS INDENTURE OF LEASE, executed this 30th
day of January, 19 81, by and between LONGEVITY
INTERNATIONAL ENTERPRISES CORPORATION, a California
corporation authorized to do business in the State of
Hawaii, hereinafter called "Landlord", and

FRANK F. FASI

whose principal place of business and post office address is
#203, 100 N. Beretania Street, 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
March 1st, 19 81, and expiring on February
29th, 19 84, plus option to extend lease for an
additional two (2) years.

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:

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From March 1, 1981 to February 29, 1984 - \$ 1,546.65
From March 1, 1984 to February 28, 1986 - \$ extend

(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 hereinafter set forth a percentage rent in an amount equal to none per cent (none%) 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.

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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.

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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

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 _____ 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.

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

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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 17.01 hereof, and the minimum rent shall be abated proportionately as provided in Section 17.05 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.

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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.

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

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.

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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.

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

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.

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(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 XXIX

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.

(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

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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 XXX

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.

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

LONGEVITY INTERNATIONAL ENTERPRISES
CORPORATION

By Allen S. H. Chang
Its Attorney-in-fact for
CHANG LIN-TEH, President

By Chang Chun Lep
Its Secretary Landlord

Frank F. Fasi
FRANK F. FASI

Tenant

21.04.402.4821

EXHIBIT 6

BEFORE THE
FEDERAL ELECTION COMMISSION JAN 14 2 38 PM '98

In the Matter of
MAYBELLE PANG

MUR 4594

RESPONSE OF MAYBELLE PANG TO
SUBPOENA TO PRODUCE DOCUMENTS
AND ORDER TO SUBMIT WRITTEN ANSWERS

Respondent MAYBELLE PANG ("Pang") responds as follows to the Federal Election Commission's ("FEC" or "Commission") Subpoena to Produce Documents and Order to Submit Written Answers.

GENERAL OBJECTIONS, INCLUDING
OBJECTIONS TO INSTRUCTIONS AND DEFINITIONS

Pang objects to the definitions of "you" and to the definition of "document" as it incorporates the term "you" to the extent that such definitions seek to include agents or attorneys of Pang. The definitions are overly broad, unduly burdensome, oppressive, vexatious and may request the production of irrelevant documents.

Pang objects to the definition of "persons" to the extent that it refers to any entity other than Pang or seeks to require Pang to search for documents relating to people or entities of which Pang has no knowledge or control over.

Pang objects to each request if and to the extent that it requests the production of documents protected against disclosure by the attorney-client privilege, the work product document, or

any rule of privilege, confidentiality, or immunity provided by law. Pang also objects to each request to the extent that it requests answers and/or documents which would violate the privacy rights of individuals, confidentiality agreements or would result in the disclosure of confidential information, trade secrets or proprietary information.

By responding to these questions and documents requests, Pang does not waive the foregoing objections. Pang does not concede by responding that the answers or documents sought or produced are relevant to the subject matter of this action or are calculated to lead to the discovery of admissible evidence. Pang expressly reserves the right to object to further discovery into the subject matter of these requests and the right to object to the introduction into evidence of any answers or documents produced in response to said requests.

RESPONSES AND SPECIFIC OBJECTIONS

ANSWERS TO INTERROGATORIES

Pang incorporates its general objections by reference into each response as though fully set forth herein, and no response shall be construed to waive any of those general objections.

1. Give your residential address, social security number, nationality, date of birth, U.S. visa status (if applicable), place of employment, title, and job description.

Answer:

Residential Address: 828-A Judd Street
Honolulu, Hawaii 96817

SSN:

Nationality: U.S. Citizen

Date of Birth:

Place of Employment: Longevity International Enterprises
Corporation

Title: Assistant to Operations Manager

Job Description: All the secretarial work for the management office. Assist with the maintenance of the premises (ordering janitorial supplies, securing bids for repair work, liaison between maintenance staff and operations manager). Assist the operations manager with tenant relations, complaints, collections, promotions, and leasing. Notary public work.

2. Have you ever been an employee of Longevity International Enterprises Corporation ("Longevity")? If so,
- a. State the dates of employment and your title(s) and job description(s) while at Longevity.

Answer:

Employed by Longevity from May 11, 1979 to present.

Job Description: Perform most office work with the exception of bookkeeping. Assist operations manager with maintenance of the premises, tenant relations, complaints, collections, promotions, and leasing. Notary work.

- b. Identify who supervised you, by year, at Longevity and indicate whether that person was a "seconded" employee from CAL.

Answer:

List of Supervisors:

1979-1981 Allen S.H. Chow - General Manager
Louis Chun-Lee Chang - Operations Manager

As far as I know, they were employed by Longevity and Longevity paid their salary.

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1981-1984	Norman C.S. Yu - General Manager Louis Chang - Operations Manager
	Mr. Yu was employed by Longevity and Longevity paid his salary.
1984-1989	Chun-I Hsu - General Manager Louis Chang - Operations Manager
	Mr. Hsu was employed by Longevity and Longevity paid his salary.
1989-1991	Chang-Jung Tuan - General Manager Louis Chang - Operations Manager
	Mr. Tuan was employed by Longevity and Longevity paid his salary.
1991-1995	Karl C.P. Wang - General Manager Louis Chang - Operations Manager
	Mr. Wang was employed by Longevity and Longevity paid his salary.
1995-Present	Rex Fa - General Manager Lawrence C.P. Chang - Operations Manager thru 11/13/97
	Both were locally hired by Longevity and received salary from Longevity.

I do not have any information nor am I aware if any of these individuals were "seconded" from CAL.

- c. State whether you were given any instructions, directions, and/or orders from CAL regarding your duties at Longevity. If so, describe these instructions, directions, and/or orders.

Answer:

I was never given any instructions, directions, and/or order from CAL regarding my duties at Longevity.

- d. Identify the person(s) and/or entity(ies) who paid your salary and/or benefits while at Longevity.

Answer:

Longevity paid my salary and benefits during my employment.

3. Have you ever been an employee of CAL? If so,
- state the dates of employment and your title(s) and job description(s) while at CAL;
 - identify the person(s) who supervised you, by year, at CAL;
 - identify the person(s) and/or entity(ies) who paid your salary and/or benefits while at CAL.

Answer:

I have never been an employee of CAL. Previous to working for Longevity, I worked for the former owners of Chinatown Cultural Plaza, Cultural Plaza Associates. I was retained as an employee after the sale of Cultural Plaza.

4. Have you ever been "seconded" to Longevity from CAL? If so,
- state the terms of the arrangement, agreement and/or contact;
 - identify the person(s) who directed, suggested and/or requested you to work at Longevity; and,
 - identify the person(s) who knew about the arrangement, agreement and/or contract for you to work at Longevity.

Answer:

I have never worked for CAL, hence never been "seconded" to Longevity.

5. Have you ever been "seconded" to CAL from Longevity? If so,
- state the terms of the arrangement, agreement and/or contract;
 - identify the persons who directed, suggested or requested you to work at CAL;
 - identify the person(s) who knew about the arrangement, agreement and/or contract for you to work at CAL.

Answer:

I have never been "seconded" to CAL from Longevity. 100% of the work I performed for Longevity was for the management of Cultural Plaza.

6. Identify any other persons known by you to have been seconded from CAL to Longevity and describe the circumstances of their being seconded.

Answer:

I have no knowledge of any person "seconded" from CAL to Longevity.

7. Have you ever had any contact, oral and/or written, with Fasi and/or Salvador A. Fasi. If so, describe the circumstances of each contact.

Answer:

Yes. Since I am a notary public, Mr. Fasi would on occasions request notary services. There were other requests relating to the use of Cultural Plaza facilities that would first come to me; however, since I do not make decisions, they would be forwarded to the operations and general managers for review and approval. On some occasions, I would see Mr. Fasi in the morning and usually we would just exchange greetings.

I have had contact with Mr. Salvador Fasi since I would answer the telephone for Longevity, but the calls would then be referred to the operations manager.

8. Were you involved in the negotiations of any lease with and/or in the collection of any rent from Fasi for space at the Chinatown Cultural Plaza Shopping Center ("Cultural Plaza")? If so,
- a. state the years of your involvement; and
 - b. describe your role.

Answer:

I was not involved in the negotiation of the lease between Fasi and Longevity.

21-04-102-4827

9. Describe, by year, the manner by which the rental price for Fasi's space at the Cultural Plaza was determined.

Answer:

I do not know since I was not involved in the negotiation of the lease.

10. Identify the persons who provided direction and/or supervision regarding the management of Fasi's space at the Cultural Plaza.

Answer:

From Longevity's side, it would be the operations manager or general manager. As for the tenant, Mr. Fasi had office managers, the names as I recall are Connie McCracken and then Gina Fasi and Joyce Fasi.

11. Describe the method and/or circumstances surrounding the actual collection of rent from Fasi for space at the Cultural Plaza.

Answer:

The accounting department of Longevity would bill Mr. Fasi. Mr. Fasi in turn would send payment either by mail or hand delivery to the bookkeeper. Correspondence on delinquencies would be directed by either the operations manager or the general manager.

21.04.402.4828

VERIFICATION

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

MAYBELLE PANG, being first duly sworn on oath, deposes and
says: That the foregoing answers to the foregoing
interrogatories are true to the best of his knowledge and belief.

Maybelle Pang
MAYBELLE PANG

Subscribed and sworn to before me
this 7th day of January, 1998.

LS Helen C. Hamada
Notary Public, State of Hawaii

My commission expires: 7-2-99

21-04-402-4829

DOCUMENTS REQUEST

Pang incorporates her general objections by reference into each response as though fully set forth herein and no response shall be construed to waive any of those general objections.

1. Provide all documents in your possession:
 - a. relating to contributions and/or financial support given to Frank Fasi and/or Friends for Fasi.
 - b. relating to election activity on behalf of the campaigns by Friends for Fasi and Frank Fasi for state and local offices.
 - c. relating to the leasing of space at the Cultural Plaza by Fasi.
 - d. which evidence the arrangement whereby CAL seconded employees to Longevity.
 - e. relating to CAL's involvement in the leasing of any space at the Cultural Plaza, including but not limited to correspondence, contracts, records of telephone communications, telexes, ledgers, and checks.
 - f. relating to any involvement by any personnel, officers, or directors of the Holiday Inn, Waikiki (formerly known as the Hawaii Dynasty Hotel) in the leasing of space at the Cultural Plaza by Longevity, including but not limited to correspondence, contracts, records of telephone communications, telexes, ledgers, and checks.

Answer:

I do not have any such documents in my possession

21.04.402.4830

DATED: Honolulu, Hawaii, _____

JAN 08 1998



THOMAS J. WONG
DEVENS, LO, NAKANO, SAITO, LEE
& WONG
220 South King Street, Suite 1600
Honolulu, Hawaii 96813
(808) 521-1456

Counsel for LONGEVITY INTERNATIONAL
ENTERPRISES CORPORATION

CERTIFICATE OF SERVICE

I hereby certify that on JAN 09 1998, the
original and a copy of the foregoing document was duly served on
the following party by U. S. mail, postage prepaid:

General Counsel
Federal Election Commission
999 E Street, NW
Washington, D.C. 20463

DATED: Honolulu, Hawaii, JAN 09 1998.



THOMAS J. WONG
Attorney for Longevity
International Enterprises
Corporation

21-04-402-4832

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101

松鶴國際企業公司組織章程（中譯本）

松鶴國際企業公司組織章程（中譯本）

21.04.402.4835

松鶴國際企業公司組織章程（中譯本）

松鶴國際企業公司組織規章

本人爲本公司之組織人，謹遵照加利福尼亞州一般公司法之規定，特簽署證明如下：

- 一、所組公司之名稱爲松鶴國際企業公司。
- 二、本公司成立之宗旨係根據加利福尼亞州一般公司法，從事各種合法交易，但不包括銀行業務、信託業務，以及加利福尼亞州公司法典中所規定的專門業務。
- 三、本公司申請、成立期間之最初代理人爲加利福尼亞州之CT Corporation System。
- 四、本公司僅獲准發行「普通股」股票，全部發行之數量爲壹萬貳仟股(12,000)。
- 五、本公司之所有股東均依法享有充分的優先購買權，不論本公司在任何時間發行新股或各種有價證券，各股東均得行使此種權利，優先承購。

特此證明

簽署地點：加州三藩市

生效日期：一九七九年二月二日

STEPHANIE ELLIS

本人鄭重聲明爲上述公司組織規章之執行人，並爲此項法律文件之作成人。

STEPHANIE ELLIS

證明 C

松鶴國際企業公司細則

目錄

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松鶴國際企業公司公司細則

第一章：辦公地點

- 一、本公司之主要辦公地點將設於加利福尼亞州三藩郡。
- 二、倘若董事會批准，或本公司之業務有必要時，本公司得在加利福尼亞州內或其他州設立辦事處。

第二章：股東年會

- 一、股東年會應由董事會召集。
- 二、每屆股東年會應在公司之主要辦公地點舉行，或每次由董事會決定開會地點。
- 三、每年度之股東年會自一九八〇年度開始舉行，日期概定為每年三月十五日，確期適時決定之。會議開始時間為上午九時正。
- 四、每屆股東年會舉行之目的在選舉董事，以及討論董事會所決定之各種事項。

五、股東年會之開會通知書，應載明大會之舉行日期、時間、地點及召開

第三章：股東特別會議

目的；在每屆大會召開前十日內，應寄達有投票權之股東處。

六、每屆股東年會中所執行的事項限於董事會董事之選舉以及召開通知書中所載的其他事項。

一、每屆股東特別會議可以由股東、董事會或總經理召集，但股東僅限於持有公司所發行具投票權之股票總數至少五分之一的股東，方得召集。

二、每屆股東特別會議均應在本公司之主要辦公地點，或是每次會議前董事會決定之地點舉行。

三、每屆股東特別會議舉行之日期與時間，均由會議之召集人決定。

四、每屆股東特別會議舉行之目的，應由會議之召集人訂定。

五、每屆股東特別會議之召集通知書應載明會議之日期、時間、地點及目的，並在會議召開前十天內寄達所有具投票權的股東處。

六、除有特別的目的時，任何股東不得反對會議之召開。

七、每屆股東特別會議上所執行的事項限於召集通知書中所載明的事項。

第四章：法定人數及股票投票權

- 一、參加開會之股東不論爲本人或是代理人，凡持有本公司股票，達總數一半以上時，即構成議事之法定人數。
- 二、倘若出席股東會議的股東未達法定人數，則在場的股東，不論是本人或是由代理人代表出席，有權宣布休會，直到法定人數到齊再重新開會，此種休會僅須當場宣布，毋須通知書。
- 三、休會後，當法定人數到齊，重新開會時，原先召集通知書中所載決定在會議中執行的事項得在復會中繼續執行。
- 四、倘若股東會議上已達法定人數，則出席會議之股東所持有的股票中，若過半數投肯定票時，即視爲作成股東之議案。若法律另有明文規定必須有更多數目之股份投肯定票時，則遵守該項規定。
- 五、就每件提交股東會議表決的事項而言，每股流通在外的股票所具有的投票權均爲一票。
- 六、每位股東應親自參加投票，或以書面指定代理人代表投票，或以正式授權之代表參加投票。

七、在選舉董事時，每位有投票權的股東均有權將其所擁有的投票權累積起來，每位股東給予某位特定候選人的最多票數爲其持有股份之總票數乘以應選出之董事數，此即該股東所持有之最高投票數，當然該股東亦可依照其個人之意見將所持有之投票數分配給各個適合之候選人，其宗旨相同。

凡欲行使累積投票權之股東，在會議前，應發出如下所示的意願書：

除非候選人之姓名在投票前已列入提名名單內，同時該股東在投票前，已向大會提出意願書，說明股東欲累積投票權之意向，否則任何股東無權行使累積投票權（累積投票權指該股東投給某位候選人的總票數超過該股東所持股份所代表的總票數）。倘若在任何一位股東提出此意願書，則全體出席股東對提名之候選人均得實行累積投票權。

在舉行董事之選舉時，以股份所代表之投票權作爲計算標準，按照預定選出之董事人數，由得票最高的候選人依次當選爲董事。

八、對於所有必須在股東會議採取的行動，或允許在股東會議上採取的行

第五章：董事

動，倘若在事前備有同意書，說明必須採取的行動內容，並由該會議中對主要事項有投票權之股東全體簽字同意，則該行動之執行毋須先以會議研討。

一、董事的人數訂定為七人。

二、董事之人選不限於加利福尼亞州之居民或本公司之股東。

三、每位董事均須經由股東年會選舉產生，每位選出之董事應執行職務直到下年度股東年會，或是合格之繼任人選出為止。

四、第一任的董事會應繼續執行任務直到第一屆股東會議為止。

五、董事會中董事職位出缺時，包括因新增董事名額所造成的空缺，可以當時在職的董事，不論是否達到法定人數，以投票過半數的方式來增補董事人選，如此選出之董事人選應執行職務直到下一屆年會，或是有合格之繼任人選出為止。

六、本公司所有的業務事項均由董事會管理，董事會有權行使公司本身所

第六章：董事會之會議

有的一切權利，但限定由股東行使的權利不在其內。

七、董事應將公司所有有關檔案保存在全體董事所決定的地點。

八、董事會經由在職董事過半數投票通過，有權就董事對公司之貢獻與服務，對董事發給合理之報酬，但上述決定與董事會中任何董事之個人利益無關。

一、董事會所舉行之定期會議均應由董事會召集；董事會之特別會議可以由任意兩位董事或總經理召集之。

二、董事會之各項會議均應在公司之主要辦公地點，或是在董事會當時所決定的地點舉行。

三、董事會各項會議舉行的日期、時間，可以由會議的召集人決定。

四、董事會各項會議召開之目的亦可由會議的召集人訂定。

五、董事會各項會議之通知書應載明開會之日期、時間及地點，該通知書應在會期前十天內送達各董事之處所；通知書中是否應載明會議召開

之目的並無硬性規定。

六、除非參加會議之董事有特別之目的要反對該項會議之舉行，否則任何董事在出席任何會議時，必須放棄反對會議召開之權利。

第七章：法定人數及董事之投票權

一、全體董事之過半數即構成各種議事之法定人數。

二、倘若在董事會之會議中，出席董事未構成法定人數時，當時在場之董事有權宣布休會，直到達到法定人數再重新復會，此種休會行為僅須在會議中宣布即可，毋須通知。

三、休會後，當法定人數到齊，重新開會時，原先通知書中所載決定在會議中執行中的事項得在復會中繼續執行。

四、倘若董事會會議上已達法定人數，若出席會議之董事有過半數投肯定票時，即視為董事會之決議案。若法律另有明文規定必須有更高數之肯定票時，則遵守該項規定。

五、在董事會之會議中，對於交付表決之事項，每位董事均僅有一事一票

的權利。

六、董事不得委託代理人行使投票權。

七、對於在董事會議中必須採取的行動，或允許在董事會議上採取的行動，倘若在事前備有同意書，說明必須採取的行動內容，並由全體董事簽字，則該行動之執行毋須先以會議研討。

第八章：執行委員會

一、董事會經由決議可指派兩位或兩位以上的董事組成執行委員會，該委員會，按照該決議所決定的程度，在法律許可範圍內，獲有董事會之授權及執行權，以便管理公司之業務。

二、委員會之委員職位出缺時，應由董事會在每季董事會會議或特別會議中遴選遞補人選。

三、執行委員會應將委員會所有之活動作成詳細記錄，並隨時接受董事之查閱。



第九章：通知書

一、不論在何種情況下，必須向股東或董事發給通知書時，該通知書均不可視為私人之通知書，但此種通知書可以以書面、郵遞的方式，書明該董事或股東在公司檔案中所留的地址，寄給各董事或股東，郵資應預付，同時在該通知書送入郵局後，即視為已發出通知書。

二、給董事的通知書亦可以電報方式轉達。

三、不論是何種通知書，或是在何時發出的通知書，倘被通知書人，以書面簽字的方式表示願意放棄此通知書時，則此書面同意之行爲不論在通知書日期之前或之後，均視為已交付此種通知書。

第十章：董事會職員

一、本公司董事會職員一律由董事會選派，包括總經理、副總經理、秘書及司庫各一位。

二、董事會亦可選派兩位或兩位以上副總經理，一位或一位以上助理秘書以及一位或一位以上助理司庫。

三、董事會在每年股東年會後的第一次董事會議中，應選出一位總經理、一或數位副總經理、一位秘書及一位司庫，上述之人選均不限定董事。

四、董事會在認為必要時，可以任用上述以外的各種董事會職員，所有此種董事會職員之任期、權利以及職員均由董事會決定。

五、公司所有董事會職員之薪水均由董事會決定。

六、本公司所有的董事會職員均應執行職務，直到董事會另選出繼任人同時該繼任人合格後為止。

七、所有經董事會選舉出來或經董事會任用的職員，可以在任何時候，由董事會以過半數表決通過的方式予以免職。

八、本公司若有董事會職員之職位出缺，應由董事會決定遞補人選。

九、總經理之職務包括：主持各項股東會議及董事會會議，必須全面性，積極地管理公司的各項業務，同時對於董事會下達的各項命令與決議應切實執行。

十、除非法律對於各項加蓋公司大印的債券，抵押債券及其他合約另有執行及用印上的不同規定，或是董事會已特別指派公司的其他職員執行

上述合約並加蓋公司印章，總經理應當依照公司大印之使用規則，處理一切債券，抵押債券及其他一切須加蓋大印之合約。

本公司之副總經理，不拘數目多寡，均應依照董事會排定的先後順序，在總經理不克出席時，代理總經理之各項職責，行使各項權力，同時在董事會授權下亦得兼負其他的職責，行使其他各種權力。

本公司秘書應當出席所有的股東會議及董事會會議，並負責會議之記錄，所有會議記錄並應妥善保管；秘書應負責分發，或指派他人分發所有股東會議，董事會會議之召集通知書；並按照董事會之決定，負擔其他職責或執行有關之權力；秘書並應保管公司之大印，同時有權在各種需要的文件上用印。

本公司之助理秘書，不論數目多寡，均應依照董事會排定的先後順序，在秘書不克出席時，代理秘書的各項職責，行使各項權力，同時在董事會授權下亦得兼負其他的職責，行使其他各種權力。

本公司庫的職責包括：掌管公司的資金及有價證券，將所有收支作成完整、正確之帳目，並且按照董事會之決定，將公司之現金及其他動產，

第十一章：股票證書

以公司之名義存於指定之銀行或信託人；司庫應依照董事會所決定的結果來運用公司的資金，並且按照董事會所決定的結果提供會計處理；司庫應依照董事會所決定之金額與擔保程度，向公司提出一張保單，作為忠實執行職守以及在死亡、辭職、退休或免職時，能夠完整交還各種帳簿、文件、憑單、現金以及其他一切在其控制、管理下的公司財產的保證。

其助理司庫，不拘數目多寡，均應依照董事會排定的先後順序，在司庫不克出席時，代理司庫之職責，行使司庫之權力，同時在董事會授權下，亦得兼負其他職責，取得其他權力。

一、公司之股份應以經過總經理及秘書簽署，並加蓋公司大印的證書為憑。
二、倘若本公司經授權，得發行一種以上的股票，應在證書之正面或背面詳細載明，或是在證書上書明：本公司在任何股東要求時，將免費提供一份完整的或扼要的文件，說明本公司經授權發行的每種股份所具

有的名稱、優先權利、限制以及有關之權利，倘若本公司經授權以分批方式發行優先股份或特別股份，則該項文件中即應記載每批不同股份間各種有關權利及優先權之不同。

三、倘若任何證書須經中間代理人之連署，或經本公司以外之股票證明人登記，則本公司有關人士在證書上的簽字可以複製方式印製。

四、不論證書上之簽字為親筆或複製，倘若該簽字人士在證書發行前，即已離職，本公司仍可發行此證書，效力完全相同。

五、凡是本公司所發行的證書，若由持有人遺失或毀壞時，董事會可授權頒發一張新的證書，以代替舊有遺失或毀壞的證書；董事會有權在新證書上註明某些條款及條件，以避免任何人日後以此張聲明遺失或毀壞的證書向公司作非法請求。

六、在股份移轉時，新證書之持有人應向本公司或本公司之中間代理人提示代表股份的證書，該證書應有適當的背書，並附有股份繼任、分配或授權移轉的證明文件，一經提示，本公司即應發給新的股份持有人新的證書，同時註銷舊證書；所有股份移轉經過均應記錄於公司之檔

案中。

七、若爲某種正當理由，必須決定股東身份時，董事會可以事先規定在某段期間內停止一切股票交易行爲的登錄，但該段期間長短不應超過五十天。

八、倘若董事會決定停止股票交易行爲的登錄，其目的在決定有權接獲通知書，或是在股東會議上有投票權的股東名冊，則停止登錄之期間應在會議前十天以上。

九、代替股票交易之結帳，董事會也可在事前預定某一日期，作爲決定股東身份的登錄日期，但上述的登錄日期不可超過五十天，且至少在舉行股東會議的十日前，須完成此項股東資料的登錄，以便在會中作成決定。

十、倘若董事會並未以停止登錄或事前預定登錄標準日作爲決定有權接獲通知書，或在股東會議有權投票，或有權接獲股利的股東名冊時，則按照當時之情況，分別以開會通知書寄發的日期，或董事會宣布發放股利的日期，作爲決定股東身分的登錄日期。

第十二章：股 利

一、倘若董事會依照本章規定已順利決定出股東會議上有投票權之股東名冊時，若該會遭到休會情況時，此名冊仍將用於日後復會時。

二、本公司有權認為在公司交易登錄簿中所登記之人為該股份之所有人，有唯一權利接受股息，並以所有人身分參加投票；本公司對於其登錄簿中所登記的股份持有人有責任作邀請及評估。除非法律另有規定，否則不論該股份證書是否有特別或其他的聲明，本公司均不承認對此種股份應對他方支付利息，或接受他方所為之賠償請求。

三、董事會可以在任何定期會議或特別會議中宣布發放股利。

四、股利可以現金、財產，或股票型式發放。

五、在股利發放前，董事會可決定自公司可供發放股利的資金中撥出認為適當之數目作為意外準備金，或因而使股利金額得以平均，或作為公司財產之修理維護費用，或作為董事會所決定的其他用途之用，董事會亦有權修改或撤銷此項準備金之決定。

四董事會有權決定指派何人簽署公司所有的滙票、支票、本票及其他票據。

五公司之會計年度將由董事會之決議決定之。

六公司之大印應刻有公司之名稱，成立之日期以及「加利福尼亞州」公司印章的字樣。

第十三章：公司細則之修改

一所有公司細則中之條款均可加以修改或廢除，並增設新條款：

1 任何的定期或特別股東會議上，若已有法定人數出席或代理出席，倘若會議召集通知書中已載明建議修改、廢除或新增條款的議案，則若有有表決權股票的過半數通過，該議案所作的修改、廢除或新增條款建議即通過。

2 任何的定期或特別股東會議上，由過半數股東投票贊成即通過。

二董事會無權修改有關董事會人數的條款。

第十四章：董事之年度報告書

一、董事應在會計年度結束後的壹佰貳拾天內，向股東呈送年度報告書，該年度報告書中應包括上一會計年度最後一日的資產負債表，以及上一會計年度的損益表，此種年度報告書須經過總經理證實無誤，方得發出。

二、資產負債表中應詳細列明：

1 資產估價所用的基礎，在上一年度中所有之估價基礎是否有任何改變。

2 任何盈餘之金額，以及來源，上年度盈餘之變動情況。

3 每種股票核准發行之數目以及流通在外之數目。

4 若有庫存股，列明庫存股之數目、成本，以及所支付成本之來源。

5 公司自股東、董事、董事會職員或員工之借款金額，以及上述人士自公司透支之金額。

三、損益表中應詳細列明：

1 損失或收益之金額。

第十五章：第一取捨權

- 2 折舊、損耗、分攤、利息以及特別損益之金額。
- 3 自子公司之收入金額。

一、倘若任何股東有意出售或處理其一部或全部之股份時，包括因死亡而造成之所有權移轉，該股東或其繼承人應親自簽署一項書面文件，向本公司說明該人願意出售或處理某一指定數目之股份。倘若股東死亡的情形下，其繼承人應立即向本公司呈遞一份簽署之書面文件，說明股東之死亡，以及該股東名下首先應提供給公司認購之股份，若公司拒絕認購，則提供給其餘股東在卅天內認購。上述之股東應與本公司共同來決定每股價格，該價格之決定是以通知當天整個公司資產（商譽除外）的公平市價，乘以一個固定分數，分子爲一，而分母爲通知當天公司發行在外的普通股股數，此一乘積即爲每股價格。

二、倘若股東與公司雙方無法同意以上述方法所得之每股價格時，或是雙方就股份之出售或移轉仍有爭執時，股東另公司均應各自任命一仲裁

第十六章：優先購買權

人。倘若兩方均未任命仲裁人，則由第三方所任命之仲裁人即有權全權作主。所選出之仲裁人應當利用上述方法，重新計算每股價格，倘若仲裁結果，並無欺騙或錯誤，即為雙方所應接受之最後裁奪。倘若兩方之仲裁人無法同意所算出之價格時，應由兩方仲裁人再任命第三仲裁人。第三仲裁人應先聽取兩方仲裁人之意見及建議，但第三仲裁人有自主權，其依照上法所計算之每股價格，在無欺騙或錯誤情事下，為雙方所應接受的最終、最具效力的唯一價格。

三、所有公司股份之銷售與移轉均應遵守加利福尼亞州有價證券管理法之規定。除非加利福尼亞州政府之公司管理局另有規定許可，否則所有股票之銷售、移轉均須先拿到上述公司管理局發給之書面許可。

一、根據本公司公司組織規章，全體股東均享有優先購買權。所以本公司股東均有優先購買權來承購本公司其他的股票或是庫藏股。在所有股票新發行前，本公司將對現有之股東發出合理之通知書，使各股東得

以行使優先購買權，關於優先購買權的行使有下列各項規則：

二、倘若通知書中所載之股票總數超過公司目前發行流通在外之股票總數時，每位認購之股東有權購買的總數為通知書中所載之股票總數乘以該股東所持有之股份總數與所有有意認購新股的股東所持有之股份總數之比。

三、倘若通知書中所載之股票總數並未上述之分配方式中認購完畢時，凡是希望購買超過其本身分配額以外股票的股東，有權購買未銷售完畢之股份，其分配之額度為所有未銷售完畢之股份乘以該股東所持有之股票總數與所有有意購買超額數量的股東所有之股票總數比。

四、倘若所有的新發行股票並未因上述的優先購買權而順利銷售，所有未售之股票將在公開市場發行。

五、所有本公司股票之銷售與移轉均應遵守加利福尼亞州有價證券管理法之規定。同時，除非加利福尼亞州州政府之公司管理局另有規定許可，否則所有股票之銷售、移轉均須先拿到上述公司管理局發給之書面許可。

本人謹簽字證明以松鶴國際企業公司秘書之身分執行上述文件，並且證明松鶴國際企業公司董事會所採用之公司細則正確無誤。

Chang Chun Lee

000039

中華航空公司人事簡章

(85) 人 務 字 第 〇 六 號

中華航空公司 人事通報

民國(73) 人 報 字 第 〇 六 號
七 十 五 年 七 月 六 日

要 提

派關係企業

茲核定

區分	代號	派係企業	姓名	職稱	原任職務	備註
			徐若毅	總經理	原任總經理	
			593385	新給等級		
			十一級			
			1114	新任職務		
			化公松 廣司鴻 場禮國 經香際 理山企 理文業			
			7560340	代號		
			副經理	原任職務		
			主業			
			經理			
			7100340	代號		
			73	年		
			7	月		
			14	日		
			支原美洲			
			1A			
			7-1			

總經理 張 麟 德 啟

NOTICE OF PERSONNEL CHANGE
ORIGINAL POSITION: GENERAL MANAGER, SAN FRANCISCO BRANCH
NEW POSITION: SECOND TO LONGEVITY INT'L AS GENERAL MANAGER
CULTURE PLAZA HAWAII
EFFECTIVE: JULY 14, 1984

MR. CHUN-I HSU

72. 11. 40,000

65534 204 40 12

REPORT

中華航空公司人事通報

民(76)
國 人
七 報



四七
日號

派外站

茲核定

L 站 派 外	代 號	區 分
王 智 平	姓 名	
626779 625689 1 B 4 - 5	號 編	薪 給 等 級
	號 代	
副 文 助 舊 理 化 理 金 經 廣 派 山 理 場 夏 分 威 公 夷 司	新 任 職 務	
756044D	號 代	
副 公 主 共 任 關 任 係 宣 宣	原 任 職 務	
150441D	號 代	
76.	年	生
9.	月	
1.	日	效
	分 績 積 累	
15-15 國 內 存 記 級 。	備 考	

右壹員

總經理 戚榮春

NOTICE OF PERSONNEL CHANGE MR. KARL WANG CHIH-PING
ORIGINAL POSITION: DEPUTY DIRECTOR, PUBLIC RELATIONS
NEW POSITION: SECOND TO LONGEVITY INT'L AS DEPUTY GENERAL MANAGER,
 CULTURE PLAZA HAWAII
EFFECTIVE: SEPTEMBER 1, 1987

21.04.402.4861

000041



236 號

通報號碼

78 年 7 月 31 日

通報日期

中華民國航空公司 人事通報

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茲核定

序號	異動代號	員工編號	姓名	薪給 等級	新任單位職稱	原任單位職稱	生效 日期	續 分	備 註
01	L 派外站	593940	陳明堂	16-11	845 琉球辦事處 經理	650 馬公分公司 經理	780710		國內存記 16-11 級
02	M 借調支援 關係企業	594231	段昌裕		755 夏威夷文化廣場 經理	860 漢城分公司 經理	780713		松鶴國際公司派職

合計: 2 員

總經理 戚榮春

NOTICE OF PERSONNEL CHANGE

MR. CHANG-JUNG TUAN

ORIGINAL POSITION:

NEW POSITION:

EFFECTIVE:

GENERAL MANAGER, SEOUL BRANCH

SECOND TO LONGEVITY INT'L AS

GENERAL MANAGER, CULTURE PLAZA HAWAII

JULY 13, 1989

21.04.402 14352

000042

通報號碼：() 021 號
通報日期：19 年 01 月 12 日
序號：吳動興 姓名：吳動興

中華航空公司 人事組 核定

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改

序號	異動前 原任單位 姓名	異動後 新任單位 姓名	薪給 等級	原任單位職稱	新任單位職稱	生效 日期	備 註
01	M 借調交撥 關係企業	590579 李 鑫		046 人事處 福利科 福利科長	464E	790103	松鶴國際公司派轉

合計： 1 員

總經理 戚榮春

NOTICE OF PERSONNEL CHANGE

MR. SHEN LEE
ORIGINAL POSITION:
MANAGER, EMPLOYEE SERVICE, PERSONNEL DIVISION
NEW POSITION:
SECOND TO LONGEVITY INT'L AS ACCOUNTING MANAGER
CULTURE PLAZA HAWAII
EFFECTIVE:
JAN. 3, 1990