808 SHERIDAN

GROUND FLOOR LEASE

THIS LEASE, made and entered into this 28th day of January, 2009, by and between **Ohana Realty LLC** (Property Management Company), a Hawaii limited liability company, whose principal place of business, and post office address is **1088 Bishop Street, Suite #1223, Honolulu, Hawaii 96813**, hereinafter called "**Landlord**" and **Ae C Yang dba Cigarette 4 Less,** whose principal place of business and post office address is **808 Sheridian Street Suite #5, Honolulu, HI 96814,** hereinafter called "**Tenant**",

WITNESSETH:

1. **SPECIAL PROVISIONS:** The following entries constitute certain specific provisions of this Lease and are referred to elsewhere herein:

a. Two story building containing a total leaseable area of 15,230 square feet (the "**Building**") at the 808 SHERIDAN (the "**Center**"), Suite number **5** ("**Premises**")

b. Area of Premises; Rentable Floor Area (inclusive of allocable share of common areas) approximately 600 sq. ft., constituting 3.94% of the rentable area of the entire Center.

c. The term of this Lease shall commence on the date **February 1, 2009** hereof ("**Rent Commencement Date**") and shall continue for a period of **3 years**, subject to the provisions of Paragraph 7 hereof. Tenant shall have the option upon twelve (12) months prior written notice to renew the Lease for one (1) additional term of **five (5) years** on the same terms and conditions as herein set forth except as to base rent. If Tenant does not properly renew the Lease for any renewal term, its option to renew the Lease for any subsequent renewal term shall also expire. Notwithstanding the foregoing to the contrary, Tenant shall not be entitled to exercise any applicable renewal option if it is in default under the Lease at the time of renewal option is exercised or as of the beginning of the renewal term, or if Tenant has been in default under this Lease more than one time during the Term. In determining the base rent for the option period herein, Landlord and Tenant agree as follows:

(i) The initial determination of the base rent shall be made by Landlord. Landlord shall give notice to Tenant of the proposed base rent on or prior to the date which is thirty (30) days prior to the commencement of the option period.

(ii) If Tenant disputes the proposed base rent, the base rent shall be determined by arbitration.

(a) If Landlord and Tenant cannot agree upon a mutually acceptable arbitrator within five (5) days, the arbitrators appointed by Landlord and Tenant shall designate a third arbitrator.

(b) If the two arbitrators fail to agree upon the designation of a third arbitrator within five (5) business days, then either Landlord or Tenant may apply to the American Arbitration Association or its successor for the designation of a third arbitrator.

(iii) The arbitrator or arbitrators, as the case may be, shall conduct the hearing as they deem appropriate. The arbitrator(s) shall not have the power to add to, modify or change any provision of this Lease.

(iv) The arbitrator(s) shall base the award on the higher of (a) the highest rental paid by tenants for new leases for similar space in the Center or other similar projects, or (b) the fair rental value of the Premises.

(v) The base rent for the option period shall not be less than the base rent paid by Tenant in the immediately preceding twelve month period increase by five percent (5%)

(vi) The arbitrator(s) shall make a determination in writing, and shall give notice to Landlord and Tenant of their determination as soon as practicable.

(vii) The concurrence of any two of the three arbitrators shall be binding upon Tenant and Landlord.

(viii) If and whenever the determination of base rent is under arbitration, Tenant, pending the determination thereof, shall continue to pay the then base rent and any and all additional rents which was due during the immediately preceding twelve month period.

d. Monthly Rent: The sum of

(i) Base rent in the following amounts: **$1,650 ($2.75 psf)**;

(ii) Additional rent of **$360 ($0.60 psf)**, representing Tenant's share of estimated operating expenses, subject to adjustment as set forth in Paragraph 28 herein below: and

(iii) Hawaii State General Excise Tax (as provided for and subject to adjustment under Paragraph 26 of this Lease).

e. Security Deposit **$3,300**

f. Tenant's use of premises shall be for the following purpose(s): **Retail Store**

g. Advance rent **$2,010 +GET ($94.71)= $2,104.71**

2. EXHIBITS AND SPECIAL CONDITIONS

a. The following drawings and special provisions are attached hereto as exhibits and made a part of this Lease:

Exhibit A: Floor Plan Outlining the Premises.

Exhibit B: Rules and Regulations Pertaining to 808 SHERIDAN.

Exhibit C: Specifications for Tenant Improvements.

Exhibit D: Personal Guaranty

b. The following special terms and conditions are applicable:

(1) **ADVANCE RENT:** Upon execution of this Lease, Tenant shall pay to Landlord the sum specified in Paragraph 1.g as "Advance Rent." The Advance Rent shall be applied to Tenant's obligation to pay monthly rent for the first month or months in which monthly rent is due.

(2) **BASE RENT:** Notwithstanding anything provided to the contrary in Paragraph 1.d.(i) of this Lease, the monthly base rent shall be as follows:

(a) For the period commencing on the Rent Commencement Date and ending **January 31, 2012** (36) months thereafter, the monthly base rent shall be **$2,010** per month; and

(b) For the period commencing on the first day following the end of the period described in subsection (a) above, and on the first day of each successive anniversary thereafter, the base rent shall increase by **Five percent (5%)** from the previous rent period.

(3) **OPERATING EXPENSES:** For informational purposes only, the amount of **$360** per month represents Tenant's share of estimated operating expenses for **2009**, and said amount shall be adjusted in accordance with Paragraph 28 of this Lease.

(4) **PARKING:** Landlord agrees to provide Tenant with visitor parking for its customer's use on a non-exclusive basis with other users. Such use shall be subject to rules and regulations as Landlord may from time to time adopt. Landlord shall at all times have the sole control, management and direction of parking areas, and Landlord shall have the right to alter the parking area in anyway.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

3. PREMISES: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon the terms and conditions herein set forth, those certain Premises described in Paragraph 1.a. and b and shown outlined in red on Exhibit A. The area so leased is herein called "**Premises**". In addition to the Premises, Tenant shall, as an appurtenance thereto have full right of access to the Premises over and across such entrances, lobbies, halls, corridors, and stairways as Landlord may from time to time designate and provide for common use by tenants in the Building.

4. RENT:

a. Tenant shall pay to Landlord monthly in advance throughout the term the monthly rent for the Premises set forth in Paragraph 1.d. hereof, in United States currency, over and above all other charges herein set forth and without any set-off or counterclaim whatsoever. The installment of rent payable for any portion less than all of a calendar month shall be a pro rata share of the rent payable for a full calendar month.

b. Every installment of rent and every other payment due hereunder from Tenant to Landlord which shall not be paid within fifteen (15) days after the same shall have become due and payable shall bear interest at the rate of one percent (1%) per month after the date that the same became due payable until paid, whether or not demand be made therefore. It is also agreed that since collection of any amount past due imposes an administrative cost on Landlord, in addition to any fees of collection agents or attorneys or other out-of-pocket costs, Tenant will pay to Landlord a sum to reimburse Landlord for such administrative costs equal to five cents ($0.10) for every dollar past due as set forth in each billing or other written demand rendered or made by Landlord, computed on the total amount of each such billing or demand but not to exceed one such billing or demand per month.

c. All payments of rent after the first payment shall be paid without notice on or before the **first day** of each and every calendar month during the term hereof or any extension thereof.

5. QUIET ENJOYMENT: Landlord agrees that upon payment of the rent herein provided for, and upon the observance and performance by Tenant of the covenants hereinafter contained and on the part of Tenant to be observed and performed, subject to the provisions of this Lease, and any underlying lease and any mortgage on Landlord's estate, Tenant shall peaceably hold and enjoy the Premises for the term hereby demised.

6. **USE:** Premises may be used and occupied only for the purpose(s) set forth in Paragraph 1.f. above and for no other purpose or purposes, except as permitted in writing by Landlord. No use shall be made of Premises, nor act done in or about Premises, which is illegal, unlawful, or which will increase the existing rate of insurance upon the Building, nor shall any use be made of the Premises which would cause Landlord to be in default under any underlying lease on all or any part of the Center. Tenant shall not commit or allow to be committed any waste upon Premises, or any public or private nuisance or other act or thing which disturbs the quiet enjoyment of any other tenant in the Center, nor shall Tenant use any apparatus, machinery or device in or about the Premises which shall cause any substantial noise or vibration, nor shall Tenant overload the floor of said Premises. If any of Tenant's office machines and equipment should disturb the quiet enjoyment of any other tenant in the Center, then Tenant shall provide adequate insulation, or take such other action as may be necessary to eliminate the disturbance. Tenant will comply, at its own expense, with all laws and ordinances, and governmental rules and regulations applicable to the Premises.

7. **POSSESSION:**

a. In the event of Landlord's inability to deliver possession of the Premises at the commencement of the lease term, Landlord shall not be liable for any damage caused thereby nor shall this Lease become void or voidable, but in such event no rental shall be payable by Tenant to Landlord for any portion of the lease term prior to delivery of possession of the Premises and the date of termination of this Lease shall be extended by a period of time equal to the nearest number of full calendar months during which Landlord was unable to deliver possession of the Premises to Tenant. If Tenant, with Landlord's permission, enters into possession of the Premises prior to commencement of the lease term, all of the terms and conditions of this Lease, including the payment of rent, shall apply during such prior period. If the termination date is extended as herein provided, the parties agree to enter into a supplemental agreement amending and fixing the term of the lease as herein agreed.

b. For the purposes of this paragraph, possession shall be deemed to be delivered on the date specified by the Landlord that the Premises are ready for occupancy. Such specification shall be written notice to Tenant by Landlord.

8. **SERVICES PROVIDED BY LANDLORD:** Provided Tenant shall not be in default hereunder, Landlord shall furnish electricity and janitorial services in the common areas of the Center, subject, however, to the cost of such operating expenses being charged back to Tenant as additional rent in accordance with the provisions of Paragraph 28 herein; and Landlord shall not be liable for any damage caused thereby, or for stoppage or interruption of any such services caused by repairs, labor disturbances or labor disputes, accident or other causes beyond the control of Landlord; nor shall any such failure relieve Tenant from the duty to pay the full amount of rent herein reserved. Landlord shall not be obligated to furnish water or electric current to the Premises unless such utility services shall have been furnished immediately prior to the commencement of the term of this Lease and there are existing pipes, lines and other facilities which enable Landlord to furnish such utility services at Tenant's sole cost and expense in the manner and in such reasonable quantities desired by Tenant; provided, however, that if Tenant, at Tenant's sole expense, shall install the pipes, lines and other facilities necessary to enable Landlord to furnish such utility services in the manner and in such reasonable quantities desired by Tenant, Landlord shall furnish such utility services at Tenant's sole cost and expense.

9. **DAMAGES TO PREMISES:**

a. In case the Premises or the Building shall be destroyed or damaged by fire or other casualty, making the Premises or the Building untenantable, Landlord may at Landlord's option exercised by written notice to Tenant within ninety (90) days from the happening of the casualty, elect that said damages be repaired. If Landlord does not so elect that said damages be repaired, this Lease may be terminated by

either party as of the date of such damage by written notice to the other. If Landlord elects that said damages be repaired, Landlord shall at its own expense promptly repair said damages to the Building, and any damages to the Premises shall be repaired in accordance with the provisions of Paragraph 27 herein. Tenant shall be entitled to an abatement of the rent, or a fair and just proportion thereof, according to the nature of the damage sustained, until the Premises have been made fit for occupancy and use, unless such damage or destruction was caused by the act or negligence of Tenant, its employees, agents or invitees.

b. If Landlord elects to reconstruct or repair the damage in the event of any casualty, Tenant shall continue the operation of Tenant's business in the Premises during any period of reconstruction or repair to the extent reasonably practicable from the standpoint of good business practice.

c. If Landlord becomes obligated to repair or reconstruct the Premises or the Building, Landlord shall be relieved of such obligation and Landlord may terminate this Lease if Landlord is unable to obtain the necessary labor or materials, or if Landlord is unable to perform such obligation due to any cause beyond its control, including, but not limited to strikes, lockouts, labor disturbances, acts of civil or military authorities, restrictions by municipal authorities, restrictions by municipal ordinances or federal or state statutes and military activity, riots or civil commotions.

10. CONDEMNATION:

a. Termination of Lease as to Portion Taken. Unless otherwise terminated hereunder, if the Premises or any part thereof or interest therein be taken by condemnation (other than a temporary taking which is provided for in Paragraph 10.f.) this Lease shall terminate as to the part so taken as of the time possession thereof shall vest in the condemnor or title thereof shall vest in the condemnor, whichever shall first occur.

b. Landlord's Option to Terminate. If (i) the Premises or any part thereof or interest therein is taken by condemnation or (ii) a substantial portion of the Building is taken by condemnation and Landlord shall decide to discontinue the use or operation of the Building, or to demolish, alter or rebuild the same, as a result of such taking, then in any such event stated in (i) or (ii), Landlord shall have the right to terminate this Lease by giving Tenant written notice of termination within sixty (60) days after such taking. Any such termination shall be effective as of the last day of the calendar month next following the month in which such notice is given.

c. Continuation of Business. If the Landlord elects to reconstruct or repair the damage in the event of any condemnation, Tenant shall continue the operation of Tenant's business in the Premises during any period of reconstruction or repair to the extent reasonably practicable from the standpoint of good business practice.

d. Reduction of Rental. If part of the Premises is taken by condemnation (other than a temporary taking which is provided for in Paragraph 10.f.) and Landlord elects not to terminate this Lease as provided herein, then this Lease shall continue in full force and effect as to the part of the Premises not taken and the rent herein shall be reduced, as of the date of such taking, in the same proportion as the useable floor area of the Premises shall have been reduced as a result of such taking. On any such termination, the rent and other charges, if any, payable hereunder shall be prorated as of the date of such termination, provided that rent shall be payable by Tenant to Landlord for any holdover tenancy according to the provisions of Paragraph 11 of this Lease.

e. Right to Compensation. In the event of any taking specified in a. or b. above, all compensation and damages payable or to be paid for or by reason of such taking shall be payable to and be the sole property of Landlord without any apportionment to Tenant, and Tenant hereby assigns to Landlord any right to compensation or damages for its leasehold interest in the Premises condemned. Termination of this Lease by Landlord pursuant to paragraph 10.b. shall not affect the right of Landlord and Tenant to

compensation and damages and Tenant shall not hereby be prevented from filing any claim for the taking of any fixtures owned by Tenant and for moving expenses.

f. **Taking for a Limited Period.** If the Premises or any part thereof shall be taken by condemnation for a limited period, this Lease shall not terminate and Tenant shall continue to pay in full the rent provided for herein, in the manner and at the times herein specified and, except only to the extent that Tenant is prevented from so doing by reason of any order of the condemning authority, Tenant shall continue to perform and observe all of the other covenants, agreements, terms and provisions of this Lease as though such taking had not occurred. In the event of any such taking, Tenant shall be entitled to the entire amount paid by the governmental authority with respect to governmental occupancy of the Premises during the term of this Lease (whether paid by the authority as damages, rent or otherwise), and in the event any such governmental occupancy extends beyond the date of termination of this Lease, all such amount paid by the governmental authority shall be prorated as of the date of termination of this Lease; provided, however, that Landlord shall have a lien on all amounts payable to Tenant and may require Tenant to assign to it the same, to be held without interest as security for the payment of rent and other sums payable by Tenant to accrue during the period. Tenant covenants that at the termination of any such limited or specified period prior to the expiration or earlier termination of this Lease, Tenant will, at its sole cost and expense, restore the Premises and improvements therein as may be reasonably possible to the condition which the same were prior to such taking.

11. HOLDING OVER: If Tenant shall remain in possession after the expiration or sooner termination of this Lease, all the terms, covenants and agreements hereof shall continue to apply and bind Tenant so long as Tenant shall remain in possession, insofar as the same are applicable, except that if Tenant remains in possession without Landlord's written consent, the monthly rent shall be two (2) times the monthly rental payable for the last month of the term hereof, prorated on a daily basis for each day that Tenant remains in possession, and Tenant shall also be liable to Landlord for any damages resulting from failure to surrender possession, and if Tenant remains in possession with Landlord's written consent, such tenancy shall be from month to month, terminable by either party by not less than twenty-eight (28) days' written notice.

12. LIENS: Tenant shall keep the Premises free from any lien, charge or encumbrance arising out of any act or negligence of Tenant, including, without limitation, any work performed by or for Tenant, materials furnished by or for Tenant, or obligation incurred by Tenant.

13. DEFAULT AND RE-ENTRY: This demise is upon the express condition that (a) if Tenant shall fail to pay said rent or any part thereof within five (5) days after the same becomes due, whether the same shall or shall not have been legally demanded, or (b) if Tenant shall fail to observe or perform any of the other covenants herein contained and on Tenant's part to be observed and performed, and such default shall continue to five (5) days after written notice thereof is given to Tenant, or if such default in observance or performance of such other covenant cannot reasonably be cured within said 5-day period, then such longer time as may be required, provided that Tenant shall within said period commence such cure and thereafter diligently prosecute the same to completion, or (c) if Tenant then owning this Lease shall become bankrupt, or file any debtor proceedings, or any case or proceeding, voluntary or involuntary, be filed by or against Tenant as debtor under any provision of the Federal Bankruptcy Code or any State statute governing any debtor-creditor rights, seeking or have any order or decree rendered against Tenant directing any readjustment, arrangement, composition or reduction of Tenant's debts, liabilities or obligations, or make any assignment for the benefit of creditors or abandon the Premises, or (d) if any mechanics' or materialmen's liens shall attach to the Premises or Tenant's estate or interest therein and shall not be discharged or released within ten (10) days after such attachment, or (e) if this Lease or any estate or interest of Tenant hereunder shall be sold under any attachment or execution, Landlord may in any such event at once re-enter the Premises or any part thereof in the name of the whole and, upon or without such entry, at is option, terminate this Lease and may expel and remove from the Premises Tenant and any persons claiming under Tenant and its and their effects without being deemed guilty of any trespass or becoming liable for

any loss or damage occasioned thereby, without prejudice to any other right or remedy of action, including summary possession, which Landlord may have for rent or any other indebtedness owing by Tenant hereunder, whether theretofore or thereafter accruing or to accrue or damages for any preceding or other breach of contract. Whether or not Landlord shall have taken any action above permitted, Landlord may bring an action for summary possession in case of such default, and in any such action, service of prior notice or demand is hereby expressly waived. In the event of such resumption of possession under this Lease, whether by summary proceedings or by any other means, Landlord, or any receiver appointed by a court having jurisdiction, may dispossess and remove all persons and property from the Premises, and any property so removed may be stored in any public warehouse or elsewhere at the cost of and for the account of Tenant, and Landlord shall not be responsible for the care or safekeeping thereof, and Tenant hereby waives any and all loss, destruction, and/or damages or injury which may be occasioned in the exercise of any of the aforesaid acts. Landlord may recover from Tenant all damages, attorney's fees and costs which may have been incurred by Landlord as a result of any default of Tenant hereunder, including the expense of recovering possession. No re-entry or taking of possession of the Premises by Landlord shall be construed as an election on Landlord's part to terminate this Lease, unless a written notice that this Lease is terminated is given by Landlord to Tenant, or an order is secured stating that this Lease is terminated. The effective date of termination of this Lease shall be as of the date set forth or provided in the notice or order aforementioned, as the case may be. Landlord may from time to time, without terminating this Lease, relet for the account of Tenant the Premises or any part thereof, for all or any portion, of the remainder of said term to a tenant or tenants satisfactory to Landlord, and at such rental or rentals as may, in the exercise of reasonable efforts be obtained, with the right of Landlord to put the Premises in good order and condition and to make reasonable alterations and repairs to facilitate such reletting at Tenant's expense, and Landlord shall receive such rentals and apply them, first to the payment of the expense of recovering possession of the Premises and the rerenting thereof, including without limitation, all attorney's fees and broker's commissions, together with such expense as Landlord may have incurred in putting the Premises in good order and condition or in making such alterations and repairs, and then to the payment of the rent due by these presents and to the fulfillment of the covenants of Tenant, the balance, if any, to be paid over to Tenant, provided that Tenant shall remain liable for any deficiency, which deficiency Tenant agrees to pay monthly as the same may accrue. Notwithstanding any such reletting without termination, Landlord may at anytime thereafter elect to terminate this Lease for such previous breach. In the event of this Lease being terminated by Landlord by reason of any breach thereof by Tenant or because of any other event entitling Landlord to so terminate as hereinabove set forth, Landlord, at Landlord's option, shall thereupon be entitled to recover from Tenant liquidated damages in an amount equal to the excess, if any, of the then cash value of rent payable hereunder by Tenant for the balance of the stated term, over the then reasonable rental value of the Premises at the time of such termination for the same period and on the same terms, except as to rent, as herein set forth to the extent reasonably applicable. The cause of action for such damage shall accrue upon such termination. On any termination of this Lease under the provisions of this Paragraph 13 Tenant shall, without limitation as to any other liability to Landlord hereunder, become liable to Landlord for the then unamortized portion of any broker's or real estate agent's commission paid by Landlord for or in connection with the execution of this Lease (amortization to be computed on a straight-line basis over the full term hereof). It is further understood that each and all of the remedies given to Landlord hereunder are cumulative and that the exercise of one right of remedy by Landlord shall not impair Landlord's right to any other remedy.

14. REPAIRS AND ALTERATIONS: Tenant agrees by taking possession of the Premises that the Premises are then in a tenantable and good condition; that Tenant will keep and maintain the Premises, including improvement, in good and clean condition and repair, and the same will not be altered, improved or changed with the written consent of Landlord. When applying for any such consent Tenant shall furnish complete plans and specifications and a building permit covering the desired additions or alterations. All construction, additions and alterations by Tenant shall conform to all applicable governmental laws, rules and regulations and to specifications for Tenant improvement, Exhibit D hereto. Unless the cost thereof shall be less than ONE THOUSAND DOLLARS ($1,000.00), before commencing construction of any improvements in the Premises, Tenant will deposit with Landlord a bond in a penal sum

not less that the cost of such construction and in form and with surety satisfactory to Landlord guaranteeing the completion of such construction, free and clear of all mechanics' and materialmen's liens, together with such information and evidence as Landlord may reasonably require to assure that Tenant is able to and will make all payments required by contract to be made as and when Tenant is required to do so. Tenant will pay to Landlord a reasonable fee for review and approval of said plans and specifications, including any fees charged by an architect or engineer employed by Landlord for such review. Tenant hereby waives any right to make repairs at Landlord's expense. Tenant shall not make changes to locks on doors or add, disturb or in any way change any plumbing, air-conditioning system or wiring without first obtaining written consent of Landlord. All damage or injury done to the Premises by Tenant or by any persons who may be in or upon the Premises shall be paid for by Tenant and Tenant shall pay for all damage to the Building caused by Tenant's misuse of the Premises or the appurtenances thereto. All repairs to the structure of the Building necessary to maintain the same in good condition shall be done by or under the direction of Landlord and at Landlord's expense except as otherwise specifically provided herein, and Landlord or its designees may enter the Premises at all reasonable times to make such repair. Landlord shall have no obligation to repair the interior of the Premises or any improvements therein. Tenant shall pay for the replacement of doors or windows of the Building which are cracked or broken by Tenant, its employees, agents or invitees, and Tenant shall not put any curtains, draperies or other hangings on or beside the windows in the Premises without first obtaining Landlord's consent. Tenant will paint the interior surfaces of the Premises at least once during each five (5) year period of the term hereof with, a color approved by Landlord. Landlord may make any alterations, additions or capital improvements which Landlord may deem necessary for the preservation, safety or improvement of the Premises or the Building, or to comply with any laws, codes, regulations or ordinances now or hereafter in effect, or for the purpose of reducing energy requirements; and if such is done to comply with any such law, code, regulation or ordinance or for the purpose of reducing energy requirements, the cost thereof shall be deemed to be a part of the operating expenses for the Center as provided in Section 28.c. herein below.

15. INSPECTION OF PREMISES: Landlord and Landlord's employees, agent, brokers, workmen and engineers may retain and use a passkey to the Premises described herein to enable them to, and they may, inspect and examine the Premises from time to time with reference to any emergency or to the general maintenance of the Premises, or, during the last six (6) months of the term, for the purpose of exhibiting the same.

16. SURRENDER OF PREMISES: At the expiration or sooner termination of this Lease, Tenant will surrender and deliver up to Landlord, possession of the Premises, including all improvements whenever and by whomsoever made or placed therein, in good condition and repair, ordinary use and wear excepted, PROVIDED, HOWEVER, that if there be no default on the part of Tenant at the termination of this Lease, Tenant may, or if Landlord shall so require, notice thereof to be given not less than sixty (60) days prior to the end of the term hereof, Tenant shall remove prior to the termination of this Lease all signs and trade fixtures erected or placed upon the Premises, and on such notice shall also remove any improvements made or placed by Tenant in the Premises, as specified in such notice by Landlord, and Tenant shall replace and repair all damage to the Premises, caused by or resulting from such removal and leave the Premises in a clean and orderly condition. In the event Tenant shall fail to perform such removal and/or restoration in accordance with requirements hereof, Landlord may do so and Tenant, upon demand, will pay to Landlord the cost hereof, plus interest at the rate of one percent (1%) per month from the date the same be demanded by Landlord until paid. This obligation shall survive the termination of this Lease. Any property left upon the Premises by Tenant at the termination of this Lease may, at the option of Landlord (a) be removed and stored by Landlord, at the cost of and for the account of Tenant, or (b) be deemed and declared by Landlord to have been abandoned by Tenant, in which case Landlord may appropriate, destroy or dispose of the same without liability or accountability to Tenant.

17. ACTION OR SUIT: In the event of any action or proceeding brought by either party hereto against the other based upon or arising out of any breach of the terms and conditions hereof, the prevailing party shall be entitled to recover all costs, including reasonable attorney's fees from the other.

Tenant also agrees to pay all costs and reasonable attorney's fee which may be incurred or paid by Landlord in enforcing without litigation any of the covenants, conditions or agreements contained in this Lease, and all such amounts shall be deemed additional rent payable upon demand.

18. ASSIGNMENT, SUBLETTING AND MORTGAGING: Tenant shall not, without the prior written consent of Landlord, assign this Lease or any interest herein, or sublet the Premises or any part thereof, or mortgage this Lease or any interest herein. The term "sublet" shall include, without limitation, permitted use of the Premises by and any party other than Tenant. Any of the foregoing acts without such consent shall be void and constitute a default under this Lease. With any request for such a consent Tenant shall pay to Landlord a reasonable fee, as set by Landlord, for review of the transaction. Any such consent by Landlord shall not release Tenant from any of Tenant's obligations hereunder, or be deemed to be a consent to any subsequent assignment, subletting or mortgage. No assignment, subletting or mortgaging can be made if there is any default by Tenant under the terms of this Lease.

If at any time or from time to time Tenant intends to so assign, sublet or mortgage, the following provisions shall govern:

a. As to a proposed assignment, Tenant shall submit to Landlord for review an agreement to assign, executed by both Tenant and the proposed assignee, setting forth the terms of the proposed assignment in full, together with current financial statements of the assignee, and the original cost and unamortized cost of Tenant's leasehold improvements. Landlord shall notify Tenant in writing as to whether or not consent will be given within twenty (20) days after receipt of all necessary information regarding the agreement to assign. If Landlord does not so notify, Landlord's consent to assignment shall be assumed. If consent is given or so assumed, Tenant shall pay to Landlord as consideration therefore one-half (1/2) of any sums or other economic consideration payable to Tenant as a result of such assignment, whether or not received by Tenant, except payments received which are to reimburse Tenant for the then undepreciated value using the straight line method of depreciation of Tenant's cost of improvements to Premises. An executed copy of the assignment with the undertaking of the assignee to observe and perform all obligations of the Tenant hereunder shall be furnished to Landlord for review and written consent prior to entry by assignee into possession. In lieu of consent or refusal of consent to assignment, Landlord shall have the option, exercisable by written notice to Tenant within said twenty (20) day period, to acquire Tenant's interest under this Lease (free of any agreement to assign) by payment to Tenant of an amount equal to said unamortized cost of leasehold improvements. This Lease shall not, nor shall any interest herein be assignable as to the interest of Tenant by operation of law without the written consent of Landlord.

b. As to a proposed sublease of all or a portion of the Premises, Tenant shall submit to Landlord for review an agreement to sublease, executed by Tenant and the proposed sublessee, setting forth the terms of the proposed sublease in full, together with current financial statement of the sublessee. Landlord shall have the following options, exercisable by written notice to Tenant within twenty (20) days after receipt of the proposed agreement to sublease; (i) Landlord may sublet from Tenant such space at the rental and other terms set forth in the proposed sublease agreement, or (ii) Landlord may consent to the proposed sublease on the terms submitted, subject to the provisions set forth below, or (iii) Landlord may refuse consent to the proposed sublease. If Landlord does not exercise its option to sublet the Premises or notify Tenant that it refuses consent to the proposed sublease within the twenty (20) day period specified, Landlord's consent shall be assumed to be given, subject to the provisions set forth below. If consent is given or so assumed, Tenant shall sublet such space subject to the following conditions:

(1) The sublease shall be on the same terms set forth in the agreement to sublease given to Landlord;

(2) No sublease shall be valid and no sublessee shall take possession of the Premised subleased until an executed counterpart of such sublease, together with a current certificate of insurance attached thereto as evidence that a comprehensive general liability insurance policy is in effect,

naming Landlord, Tenant and the sublessee as insured, have been delivered to Landlord for review and written consent. Such certificate of insurance shall conform to the provisions of Paragraph 27.a. herein;

(3) No sublessee shall have a right to sublet further or to assign its interest;

(4) One-half (1/2) of any sums or other economic consideration payable from time to time to Tenant as a result of such subletting, whether or not received by Tenant and whether denominated rentals under the sublease or otherwise, which exceed in the aggregate the total sums which Tenant is obligated to pay to Landlord under this Lease, prorated to reflect obligations allocable to that portion of the Premises subject to such sublease (except rental or other payments received which are attributable to the amortization of the cost of leasehold improvements made to the sublet portion of the Premises by Tenant), shall be payable to Landlord as additional rental under this Lease without affecting or reducing any other obligation of Tenant hereunder.

(5) The sublease and all rights of the sublessee thereunder shall be subject to this Lease; and

c. As to a proposed mortgage, Tenant shall submit to Landlord for review a copy of the proposed mortgage and the note to be secured thereby. Landlord's consent shall not be unreasonably withheld if the proposed mortgagee is a recognized lending institution and the mortgage is for the purpose of making improvements on the subject Premises. Upon recordation of all documents relating to the mortgaging of this Lease or any interest herein, Tenant shall deliver to Landlord certified copies of same as soon as possible thereafter.

19. CHANGE OF CONTROL: If at anytime during the term hereof the ownership of Tenant's business shall be changed as a result of any sale of assets, sale of stock, merger, consolidation or otherwise so as to result in a change in the controlling interest in said business, Tenant shall give immediate notice thereof to Landlord and Landlord may terminate this Lease at anytime after receipt of such notice or if such notice shall not be given, after discovery by Landlord of such change in controlling interest by giving Tenant sixty (60) days' written notice of such termination unless Tenant shall furnish reasonably adequate assurance that there has been no reduction in the financial responsibility of Tenant as a result of the change.

20. NON-LIABILITY OF LANDLORD: Tenant will and hereby does assume all risk of loss or damage to furniture, fixtures, supplies, merchandise, and other property, by whomsoever owned, stored or placed in upon or about the Premises and does hereby agree that Landlord will not be responsible for loss or damage to any such property, unless caused by the willful act or gross neglect of Landlord, and Tenant hereby agrees to indemnify and save harmless Landlord from and against any and all claims for such loss or damage, other than damage caused by the willful act or gross neglect of Landlord or arising out of a defect which Landlord is required hereunder to repair and has failed to remedy within a reasonable time after having been given notice in writing thereof. Without prejudice to the generality of the foregoing, Landlord shall not be liable for any damage to any property at anytime stored or kept in the Premises or in any other part of the Center, either from rain or from any other water which may leak, issue or flow from any part of the Center, or from the pipes or plumbing of the same or from any other place or quarter, nor shall Landlord be liable for any damage to property in the Center caused by accident, or for damage of any character arising out of defects of construction either of the Center, or the Premises or any machinery, equipment, electrical wiring or facility therein or failure or breakdown thereof or from lack of repair or proper operation of the same or from any other cause, unless the cause to be a defect which Landlord is required hereunder to repair and Landlord shall have failed to remedy such-defect within a reasonable time after written notice thereof. Tenant shall give to Landlord prompt written notice of any accident to, or defect in, any water or other pipes or plumbing, electric lights or fixtures or other fixtures or other equipment or appurtenances of the Premises. Tenant acknowledges that it has notice that Landlord may renovate or redevelop the Center, and Tenant hereby waives any claim it might have for damages which might result from such acts, including, without

limitation, damages from noise, dirt, dust, vibration and restrictions of light, air and access during any demolition or renovation of existing improvements or erection of new improvements thereafter.

21. INDEMNITY AND RISK OF INJURY: Tenant will and does hereby assume all risk of bodily injury, wrongful death and/or property damage occasioned by any nuisance made or suffered in the Premises, or resulting from any failure on the part of Tenant to maintain the Premises in a safe condition, and Tenant hereby agrees to indemnify and save harmless Landlord from and against any and all claims for bodily injury, wrongful death and/or property damage by persons (including without limiting the generality of said term, officers, partners, employees or agents of Tenant or Landlord) arising out of, caused by, occasioned by or resulting from any such accident, fire, nuisance, or failure to maintain, except where such injury or death is caused by the willful act or gross neglect of Landlord, or the failure of Landlord, after reasonable written notice of a structural defect to repair the same. Without limitation, Tenant will indemnify and save harmless Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct or management of any work or thing whatsoever done by Tenant in or about, or from transactions of Tenant concerning the Premises, and will further indemnify and save Landlord harmless against and from any and all claims arising from any breach or default or the part of Tenant in the performance of any covenant or agreement on the part of Tenant to be performed pursuant to the terms of this Lease, or arising from any act or negligence of Tenant, or any of its agents, contractors, servants, employees, or licensees and from and against the cost, attorney's fees, expenses and liabilities incurred in or about any such claim of any action or proceeding brought thereon.

22. ADVERTISING: Tenant shall not inscribe any inscription or post, place or in any manner display any sign, notice, picture, placard or poster, or any advertising matter whatsoever, anywhere in or about the Premises or the Center at places visible (either directly or indirectly as an outline or shadow on a glass pane) from anywhere outside the Premises, except as permitted under the Rules and Regulation of the Building (Exhibit B).

23. RULES AND REGULATIONS: Landlord, for the proper maintenance, safety, order and cleanliness of the Center, and for the rendering of good services, the protection and the quiet enjoyment of tenants, may from time to time make, amend and enforce rules and regulations appropriate for such purposes applicable to all tenants of the Center. The rules and regulations in force at the date hereof are those set forth in Exhibit B. Tenant shall observe and comply with all such rules and regulations, including those set forth in Exhibit B, and all amendments thereto and all additional rules and regulations of which Tenant receives notice which are not inconsistent with the terms of this Lease. Landlord shall not be liable or responsible to Tenant for the violation by any other tenant or occupant of the Building of any such rules and regulations.

24. SUBORDINATION: This Lease shall be subject to and subordinate at all times to any underlying lease on all or any part of the Center and to such liens and encumbrances as are now on or as Landlord may hereafter impose on the Center or the Premises, and on Landlord's interest or estate herein without the necessity of any further instrument or act on the part of Tenant to effectuate such subordination, and such subordination of Tenant's interest shall be self-operating and no further instrument of subordination shall be required. In confirmation of such subordination, Tenant agrees to promptly execute and deliver any instrument that the holder of any such underlying lease or lien holder may require to evidence such subordination, and Tenant hereby irrevocably appoints Landlord its attorney-in-fact to execute and deliver such instruments on behalf of Tenant should Tenant refuse or fail to do so within ten (10) days after request is made. If any Landlord under such underlying lease or such holder of a lien or purchaser on foreclosure of such lien shall require, Tenant shall attorn to it and this Lease shall then continue in effect in the event of termination of such underlying lease or acquisition of the interest of Landlord by such lien holder or purchaser on foreclosure of such lien. Said power of attorney is coupled with an interest and shall be irrevocable. Said liens shall include, without limitation, the lien of a mortgage executed in part to secure a loan to pay for the construction of improvements in or to the Center.

25. MORTGAGE REQUIREMENTS: In the event any mortgagee of Landlord shall elect to have this Lease as a lien prior to its mortgage, then and in such event, upon such mortgagee notifying Tenant in writing to that effect, this Lease shall have priority over the lien of such mortgage to the same extent as if the same had been placed on record prior to such mortgage. In the event of any sale, assignment or hypothecation of the Premises or of the Center and/or of any leasehold interest therein by Landlord and in the event a statement be required from Tenant as to status of this Lease and as to any defenses Tenant may have against Landlord, Tenant agrees to furnish said statement to the party demanding the same accurately within ten (10) days after request. In the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage covering the Premises, whether or not this Lease is terminated by such foreclosure or sale, Tenant agrees that it will, upon request by the purchaser, attorn to the purchaser upon any foreclosure or sale and recognize such purchaser as Landlord under this Lease, and agrees to execute on request a nondisturbance and attornment agreement with any such mortgagee, it being the intent hereof that if this Lease should be terminated by such foreclosure or sale, it shall, upon request by the purchaser, be reinstated as a lease between the purchaser and Tenant. In the event that any mortgagee of Landlord's interest hereunder shall take possession of the Premises prior to or pending foreclosure pursuant to the terms of such mortgage, Tenant agrees upon request of such mortgagee to attorn to the mortgagee as provided in the immediately preceding sentence. Tenant, upon request of any party in interest, shall execute such instrument or instruments as shall be requested to carry out the requirements of this paragraph.

26. TAX ON RENT AND/OR GROSS RECEIPTS: In addition to the rent herein provided, Tenant shall also pay over and reimburse unto Landlord on each rental payment date during the term hereof an amount equal to that portion of the State general excise or gross income tax assessed against Landlord and attributable to the rent and any other payments made by or on behalf of Tenant under the terms of this Lease, and Tenant shall also pay any and all increases in said taxes from time to time and any and all other taxes or duties levied or assessed by the State of Hawaii, the City and County of Honolulu, or any other political subdivision of the State of Hawaii now or hereafter having power to levy taxes or duties which are attributable to the rent or other payments made by or on behalf of Tenant under the terms of this Lease. It is the intent of this provision and of the other provisions of this Lease to insure that the rent herein provided to be paid to Landlord by Tenant will be received by Landlord without diminution by any tax assessment, charge or levy of any nature whatever, except United States and State net income taxes, and the terms and conditions of this Lease shall be liberally construed to effect such purpose. Tenant shall also pay any conveyance tax which may be due by reason of execution of this Lease or any extension, amendment or renewal thereof.

27. INSURANCE:

a. Tenant shall procure at Tenant's expense and keep in force during the term of this Lease, and any extension thereof, commercial general liability insurance, and liquor liability insurance if liquor is sold or served in the Premises, covering Landlord, Tenant and any mortgagee of Landlord's and/or Tenant's interest hereunder with respect to the Premises, such insurance policies to be written by a company acceptable to Landlord and to have reasonable minimum limits set by Landlord from time to time, based on acceptable minimum limits used for similar properties at the time of such setting, but initially each policy not less than a combined single limit of bodily injury, personal injury, and property damage coverage of $1,000,000.

b. Tenant shall procure at its own expense and will keep in force during the term of this Lease and any extension thereof insurance on all improvements (as defined in Paragraph 41 hereinbelow) whenever and by whomsoever made in the Premises with fire, extended coverage, vandalism, malicious mischief and sprinkler leakage coverage with a responsible insurance company acceptable to Landlord and in time of war against war damage to the extent such governmental insurance is obtainable at reasonable cost, in an amount as near as practicable to the full replacement cost thereof, in the joint names of Landlord, Tenant and any mortgagee of Landlord's and/or Tenant's interest hereunder as their interests may appear. Tenant shall pay all premiums on such insurance when due. In every case of loss or

damage to such improvements, Tenant with all reasonable speed will use all proceeds of such insurance for rebuilding, repairing or otherwise reinstating the improvements in a good and substantial manner, and Tenant will make up from its own funds any deficiency in the insurance proceeds, unless this Lease is terminated as provided in Paragraph 9 above, in which case Tenant shall be entitled to payment from the proceeds of an amount equal to Tenant's unamortized cost of improvements made by Tenant, and the balance of the proceeds shall be kept by Landlord. The foregoing provisions shall not affect any business interruption, insurance which Tenant may carry and keep the proceeds thereof for its own account.

c. Each insurance policy required under the provisions of this paragraph shall provide that it cannot be canceled without not less than thirty (30) days' prior notice to Landlord and any such mortgagee(s) and, if obtainable, shall provide for notice to Landlord and any such mortgagee(s) if not renewed at the expiration thereof. A current certificate that each such policy is in effect, and, if required by Landlord, a true copy of such policy shall be deposited with Landlord and any such mortgagee(s) by Tenant at the commencement of the term and renewed from time to time thereafter so as to keep current at all times.

28. OPERATING EXPENSES:

a. Payment of Additional Rent. The monthly rent provided in Paragraph 1.d. above is the sum of (A) a base rent as set forth in Paragraph 1.d.(i) plus (B) Tenant's share of the average monthly estimated operating expenses (computed on the basis of known or estimated operating expenses for each calendar year), plus (C) the Hawaii State General Excise Tax as set forth in Paragraph 26 above. The amount of Tenant's initial share of said estimated operating expenses for the calendar year in which the term hereof commences is as stated in Paragraph 1,d.(ii) above. The monthly rental payable to Landlord shall be adjusted annually as of the commencement of each calendar year by increasing the additional rent for such year over the additional rent payable during the preceding year by the amount of Tenant's share of any increase in the estimated operating expenses for such year over the estimated operating expenses for the preceding year or by reducing the additional rent for such year by the amount of Tenant's share of any reduction in the estimated operating expenses as compared with the estimated operating expenses for the preceding year. Landlord shall notify Tenant of Tenant's share of the estimated operating expenses for such year and the additional rent during such year shall be adjusted as aforesaid, effective as of the commencement of such year, and payable in equal monthly installments. Tenant's share of the operating expenses shall be in the same percentage as the demised area is of the rentable area of the entire Center.

b. Annualilzatlon. After the end of each calendar year (including the years in which the term hereof commences and terminates) Landlord shall compute the actual operating expenses for such calendar year, to the extent not already computed, and notify Tenant of any correction from the estimated operating expenses as soon as reasonably possible after the end of each such year. Within thirty (30) days after the giving of notice that the actual expenses were greater than the estimated expenses, Tenant shall pay to Landlord an amount equal to Tenant's share of the excess of the actual operating expenses over the estimated operating expenses upon which Tenant's rent had been based during the preceding year. Should it be determined that the actual operating expenses for any year were less than the estimated operating, Tenant shall be entitled to a credit against future rent payments, or a refund in the case of the last year of the term hereof, in an amount equal to Tenant's share of the difference between the actual operating expenses and the estimated operating expenses.

c. Definition of Operating Expenses. Operating expenses shall be determined in accordance with acceptable principles of sound accounting practice as applied to operation and maintenance of similar building and the term "operating expenses" shall mean all of the expenses which shall be incurred or paid on account of such operation and maintenance of the entire Center, including without limitation, all parking areas. Said operating expenses shall include without limitation to the generality of the foregoing, the costs of utilities, automated control systems, heating, and air conditioning for the common areas, trash

disposal, repair and maintenance, security control, the cost of management contracts or the cost of equivalent management services (computed at an annual rate equal to five percent (5 %) of the gross revenues received from Tenant and other tenants of space in the Center, or at the prevailing rate charged from time to time by companies generally in the management business, whichever is higher), supplies, wages and salaries of employees used in maintenance and general operations (as distinguished from the cost of management contracts or equivalent management services aforesaid), and payroll taxes (and similar governmental charges) with respect thereto, depreciation or rental of equipment used in operation and maintenance, audit and bookkeeping expenses, fees of operator of parking areas and other expenses of operation thereof, legal fees and expenses, financing expenses relating to operation and management, insurance (including fire and extended coverage, vandalism and malicious mischief, difference in conditions coverage, public liability and property damage and workmen's compensation insurance customarily carried by owners of similar commercial buildings), property taxes and other taxes, charges and assessments imposed by governmental authority and paid by Landlord with respect to the Center and the land on which the same is situated, including taxes upon or measured by Landlord's gross income to the extent that such taxes have not already been recovered under Paragraph 26 of this or similar leases (but excluding taxes upon or measured by Landlord's net income), and the cost and expenses of any contest by appropriate legal proceedings of the amount or validity of any such taxes, charges or other assessments, the cost of alterations, additions and capital improvements (amortized over their reasonable life with interest at the rate usually charged Landlord for borrowing on the amount of such cost or, if the Landlord is prohibited by law from charging interest at such rate, at the maximum rate then allowed by law), and the amount of the increase, if any, of the ground rent for the land on which the Center is located which is held under a ground lease as compared with the ground rent payable at the time this Lease is executed.

d. Normalization and Proration. For the purpose of determining increase in rental payable by Tenant under this Paragraph 28, the calculation shall be based on a full calendar year and additional rent computed as herein set forth shall be deemed to have accrued uniformly during the calendar year. The final payment under the provisions of this paragraph for the year in which this Lease terminates shall be prorated, based on the actual expenses for such year, through the termination of this Lease and any additional rent shall be due or a refund of overpayment made thirty (30) days after notification to Tenant of any adjustment as provided in Subparagraph b. of this Paragraph 28. If any part of the Center is not fully occupied and used any year, for the purpose of calculations under this Paragraph 28, the operating expenses, both estimated and actual for such year, shall be adjusted by adding amounts and items of operating expenses which would normally have been incurred if the property had been fully occupied and used during such entire year and deducting any abnormal start-up costs incurred, all as estimated by Landlord, and the percentages set forth in Paragraph 1.b. hereinabove are and shall be based on an assumed full occupancy.

e. Special Tenant's Expenses. Where any expense over and above normal operating expenses is incurred or paid by Landlord specifically for the benefit of and at the request of a particular tenant, such expense shall be charged directly against such tenant and shall not be included in operating expenses for the purpose of this Paragraph 28.

f. Definitions of Area. The following definitions shall apply in connection with the determination of rent. The term "rentable area" shall be computed by measuring to the inside finish of permanent outer building walls. Such rentable area shall include all area within outside walls, less stairs, flues, pipe shafts, vertical ducts, air-conditioning rooms, fan rooms, janitor closets and electrical closets. Washrooms within and exclusively serving the Premises shall be included in rentable area. No deductions shall be made for columns and projections necessary to the Building. Parking areas shall be excluded. The rentable area is subject to adjustment from time to time to correct any error in measurement or if changes are made and the percentages applicable to the Premises shall be adjusted accordingly.

29. CURE AND SECURITY DEPOSIT:

a. Concurrently with the execution of this Lease, Tenant shall deliver to Landlord a sum equal to the amount which is set forth in Paragraph 1.g. as security for the performance by Tenant of every covenant and condition of this Lease. Said deposit may be commingled with other funds of Landlord and shall bear no interest.

b. If Tenant shall default with respect to any covenant or condition of this Lease, Landlord may, without prejudice to any other right or remedy of Landlord provided in this Lease, cure the same and Tenant shall reimburse Landlord for the cost thereof on demand. Landlord may apply the whole or any part of such security deposit to the payment of any sum in default or any other sum which Landlord may be required to spend by reason of Tenant's default. In the event Landlord should so apply all or any part of said deposit, Tenant shall within fifteen (15) days after receipt of notice from Landlord, pay the sum expended in order to replenish such deposit. Failure to do so shall be a default under this Lease. Should Tenant comply with all of the covenants and conditions of this Lease, the security deposit or any balance thereof shall be returned to Tenant at the expiration of the term hereof.

30. HAZARDOUS MATERIALS: Tenant shall not (either with or without negligence) cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances, or materials. Tenant shall not allow the storage or use of such substances or materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such substances or materials nor allow to be brought into the Building any such materials or substances except to use in the ordinary course of Tenant's business, and then only after written notice is given to Landlord of the identity of such substances or materials. Without limitation, hazardous substances and materials shall include those described in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq., any applicable state of local laws and the regulations adopted under these acts. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials, then the reasonable costs thereof shall be reimbursed by Tenant to Landlord upon demand as additional charges if such requirement applies to the Premises. In addition, Tenant shall execute affidavits, representations and the like from time to time at Landlord's request concerning Tenant's best knowledge and belief regarding the presence of hazardous substances or materials on the Premises. In all events, Tenant shall indemnify Landlord in the manner elsewhere provided in this Lease from any release of hazardous materials on the Premises occurring while Tenant is in possession, or elsewhere if caused by Tenant or persons acting under Tenant. The foregoing covenants shall survive the expiration or earlier termination of the lease term. Landlord shall indemnify Tenant with respect to claims arising from any introduction of hazardous materials into the Premises by Landlord in violation of hazardous materials laws.

31. NOTICE: All notices hereunder shall be given in writing and may be given or served for all purposes by being sent as registered or certified mail, postage prepaid addressed to Tenant at post office address hereinbefore specified or at such other post office address as Tenant may from time to time designate in writing by notice to Landlord, or to Landlord at its office hereinabove set forth or at such other post office address as Landlord may from time to time designate to Tenant, and any such notice shall be deemed conclusively to have been given or served, if on Tenant, on the date of such mailing, and if on Landlord, on the date of receipt thereof by Landlord. If there be more than one Tenant or Landlord, mailing to one of the Landlords or to one of the Tenants shall be construed as notice to all of the Landlords or to all of the Tenants, as the case may be.

32. SEVERABILITY: If for any reason whatever any of the provisions hereof shall be unenforceable or ineffective, all of the other provisions shall be and remain in full force and effect.

33. DISCLAIMER OF WARRANTIES: The provisions of this Lease constitute, and are intended to constitute, the entire agreement of the parties to this Lease. No terms, conditions, warranties,

promises or undertakings of any nature whatever, express or implied, exist between the parties except as herein expressly set forth.

34. WAIVER: Landlord's failure to take advantage of any default or breach of covenant on the part of Tenant shall not be construed as a waiver thereof, nor shall any custom or practice which may develop between the parties in the course of administering this Instrument be construed to waive or to lessen the right of Landlord to insist upon the performance by Tenant of any term, covenant or condition hereof, or to exercise any rights given Landlord on account of any such default. A waiver by Landlord of a particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default. The acceptance of rent hereunder shall not be, or be construed to be, a waiver of any breach of any term, covenant or condition of this Lease, whether or not Landlord has knowledge of such breach at the time of such acceptance.

35. SUBSTITUTION OF LEASED PREMISES: At any time or times during the term hereof Landlord shall have the right, at its option, to substitute as the Premises to be leased hereunder, substantially equivalent area in a different portion of the Center in lieu of the premises described and referred to in Paragraph l.a. and b. and outlined in red on Exhibit A, and in such cases, Tenant shall relocate to such substitute Premises and all of the terms, covenants and conditions herein set forth shall then apply to such substitute Premises to the same effect as if originally described hereinabove; provided, however, that Landlord shall have given Tenant written notice of its exercise of such option at least sixty (60) days prior to the date upon which relocation to such substitute Premises is to be accomplished, and the cost of such relocation shall be borne by Landlord, including the cost of relocating or replacing any fixtures or other improvements installed within the original Premises by Tenant; and provided further, however, that no more than one such relocation shall be made without the prior written consent of Tenant. It is further understood that the term "equivalent area" shall mean an area of substantially the same useable floor area and having substantially the same number of exterior windows. Tenant shall be entitled to a ratable reduction in the rent for any period in excess of one (1) day during which Tenant is reasonably prevented from operating its business on account of such relocation. The parties shall immediately execute an appropriate amendment to this Lease reflecting the substitution aforesaid.

36. REDEVELOPMENT OF CENTER: Tenant understands and expressly acknowledges that Landlord may redevelop the Center and that therefore the Landlord is reserving the absolute right to redevelop all or part of the Center. If Landlord so elects to redevelop the Center, upon ninety (90) days notice from Landlord to Tenant, Tenant will peaceably surrender and deliver up to Landlord the possession of the Premises. Upon receipt of notice of Landlord's election to redevelop the Center, Tenant may terminate this Tenant Lease as of the date of the commencement of the redevelopment. Unless the parties otherwise agree, Landlord will compensate Tenant for the undepreciated value using the straight line method of depreciation of Tenant's cost of improvements to Premises. Such payment by Landlord to Tenant shall be made only if the Landlord elects to redevelop the Center during the initial term of the Lease. Tenant shall not be compensated if Landlord elects to redevelop the Center during any option period of this Lease. In any event, Landlord will grant Tenant an option to lease space in the redeveloped Center at rental rates to be negotiated by the parties. Tenant hereby consents to any and all activities to be undertaken by Landlord in connection with such redevelopment and Tenant hereby agrees not to take any action which may be construed in any manner as being in opposition to such redevelopment.

37. MODIFICATION: Landlord shall have the right at any time and from time to time, to unilaterally amend the provisions of this Lease if Landlord is advised by counsel that all or any portion of the monies paid by Tenant to Landlord hereunder are, or may be deemed to be, unrelated business income within the meaning of the United States Internal Revenue Code or regulation issued thereunder and Tenant agrees that it will execute all documents or Instruments necessary to effect such amendment or amendments, provided that no such amendment shall result in Tenant having to pay in the aggregate more money on account of its occupancy of the demised premises under the terms of this Lease as so amended and provided

further, that no such amendment or amendments shall result in Tenant receiving under the provisions of this Lease less services that it is entitled to receive, nor services of a lesser quality.

38. SERVICE CONTRACTS: Any services which Landlord is required to furnish pursuant to the provisions of this Lease may, at Landlord's option, be furnished from time to time in whole or in part by employees of Landlord or by the managing agent of the property or by one or more third persons, and Landlord further reserves the right to require Tenant to enter into agreements with such third persons, in form and content approved by Landlord for the furnishing of such services.

39. SUCCESSORS: All of the covenants, agreements, terms and conditions contained in this Lease shall apply to, accrue to and be binding upon Landlord and Tenant and their respective heirs, personal representatives, successors and assigns. On any sale or conveyance by Landlord of the Building, the buyer or grantee shall become responsible for all of the covenants and conditions herein contained and on the part of Landlord to be observed or performed. After the time of such sale or conveyance, the seller or grantor shall be released therefrom except as to obligations already accrued.

40. SHORT-FORM COUNTERPART: Upon request by Landlord, Tenant will execute and deliver to Landlord a recordable short-form counterpart of this Lease, stating the names of the parties, the term, the description of the Premises, and the nature of any options for renewal. The Landlord will supply the short-form counterpart.

41. DEFINITIONS AND MISCELLANEOUS: Time is of the essence of this Lease. This Lease shall be governed by and construed in accordance with the law of the State of Hawaii. The term "Premises" wherever it appears herein includes and shall be deemed to include (except where such meaning would be clearly repugnant to the context) the space demised and all improvements therein. The space demised shall consist of the area shown outlined in red on Exhibit A and be bounded by the unfinished interior surfaces of the perimeter walls and windows, the unfinished surfaces of interior loadbearing walls, the unfinished top of the floor slab and the unfinished bottom of the floor slab of the floor above, excluding, however, any stairs and other items within said boundaries which are not included in rentable area as defined in Paragraph 28.f. above. The term "improvements" wherever it appears herein shall include all improvements existing at the commencement of the term hereof or at anytime thereafter built by anyone in the space hereby demised, including, without limitation, all walls and partitions which are not loadbearing, the interior decorated or finished surfaces of all perimeter and loadbearing walls and floor slabs, all non-standard ceilings and ceiling light fixtures, all interior windows, all entrance doors, all mechanical and electrical conduits, wiring, fixtures and equipment, all floor tile, carpeting and wall covering and all other fixtures of all kinds, excluding, however, water, electric, telephone and other utility lines, ducts, conduits and other facilities serving other portions of the Building which may pass through the demised area. The paragraph headings herein are for convenience of reference, and shall in no way define, limit or describe the scope or intent of any provisions of this Lease. The term "Landlord" in these presents shall include the above-named Landlord and its successors and assigns. In any case where this Lease is signed by more than one person, the obligations hereunder shall be joint and several. The term "Tenant" or any pronoun used in place thereof shall indicate and include the masculine or feminine, the singular or plural number individuals, firms or corporations, and their and each of their respective successors, personal representatives and permitted assigns, according to the context hereof.

IN WITNESS WHEREOF, the parties hereto have executed this indenture the day and year first above written.

Ohana Realty LLC (Property Management Company), a Hawaii limited liability Company

By _____
Its Member/Manager

Landlord

Ae C Yang dba Cigarette 4 Less, ~~A Hawaii Limited liability Company~~

By _____
~~Its President~~ owner

By: _____
Its

Tenant

Exhibit B

RULES AND REGULATIONS

808 SHERIDAN

RULES AND REGULATIONS: These rules and regulations have been adopted for the purpose of insuring order and safety in the Building and to maintain the rights of Tenants and Landlord. Landlord reserves the right to modify, supplement or rescind any of these rules for the safety, care and cleanliness and for the preservation of good order therein. Landlord may waive any one or more of these rules and regulations for the benefit of any particular Tenant or Tenants, but no such waiver by Landlord shall be construed as a waiver of such rules and regulations in favor of any other Tenant or Tenants, nor prevent Landlord from thereafter enforcing any such rules and regulations against any or all of the Tenants of the Building. Each Tenant shall be liable for injury or damage caused by the infraction of any of these rules by it, its employees, agents or invitees, and Landlord may repair such damage charging the cost of the same to such Tenant, which amount shall be added to rent due for the ensuing month. These rules and regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or in part, the terms, covenants, agreements and conditions of any lease of demised Premises in the Building.

Closing Premises: Each Tenant shall see that his demised Premises are securely locked and will exercise caution to insure that all water faucets and powered equipment are shut off before Tenant or Tenant's employees leave the demised Premises, so as to prevent waste or damage.

Common Rooms: Rooms used in common by Tenants shall be subject to regulations adopted by Landlord.

Deliveries and Heavy Items: Only hand trucks equipped with rubber tires and side guards will be permitted in the Building. All carrying in or out of freight, packages or bulky matter of any description must take place only during hours selected by Landlord and then only with prior notice to and approval by Landlord. Any damage to the Building caused by any such Tenant or its contractor, delivery or moving service will be repaired at such Tenant's expense.

Electrical Systems: No Tenant shall install any special wiring or abnormal power consuming equipment without written approval of Landlord.

Keys and Locks: No locks other than those provided by Landlord shall be placed on any doors without the written consent of the Landlord. Two keys per lock will be furnished to Tenant by Landlord. Lock cylinders and keys shall be changed by Landlord at Tenant's expense upon request from Tenant. All keys will be surrendered upon termination of lease.

Obstruction of Common Areas: All common areas will be used only for ingress and egress to the demised Premises. Landlord retains the right to control and prevent access onto the property, including the entire Center, by any and all persons other than those persons having a legal right to ingress to and egress from the demised Premises. Only persons authorized by Landlord will be permitted in areas housing mechanical, electrical or equipment of any kind.

Animals: No animals or pets are allowed in Building or demised Premises at anytime except for Seeing Eye dogs.

Bicycles: Bicycles are to be parked only in those areas so designated for bicycles.

Removal of Property: Each Tenant shall deliver a list of any fixtures or improvements in the Premises which Tenant desires to remove from the Building, and the list must be approved in writing by Landlord before any such fixture or improvement is removed.

Repairs/Alterations/Additions to Premises: Prior to commencement of construction for any repair, alteration or addition to the Premises, Tenant shall submit to Landlord in writing for Landlord's written approval the following: (1) Work Description; (2) Work Schedule; (3) Names of Architect, General Contractor and any Sub-Contractors; (4) Working Drawings and Specifications; (5) Copy of Building Permit; (6) Copy of Performance Bond and Insurance Certificate (by Contractor); and (7) Copy of Completion Bond (by Tenant). Tenant shall also provide Landlord with lien releases upon request. Only contractors approved by Landlord shall be permitted to carry out any repairs, alterations or additions within the Premises and/or the Building.

Maintenance Requests: The requirements of a Tenant will be attended to only upon application by such Tenant to Landlord. Building employees will not perform any work outside of regular duties unless under special instructions from the Landlord or its authorized agent.

Window Displays: Tenant will not use any method or type of display or window advertising without Landlord's prior written approval which shall only be given if the proposals are considered by Landlord to be consistent with the Building character.

Signs, Screens and Awnings: No notice or advertisement visible from the exterior of the Building or the Premises will be permitted without prior written approval of Landlord. All graphics, curtains, blinds, shades or screens visible from the exterior of the Building or any premises demised, where permitted, shall conform to Building standards as specified by Landlord from time to time. In the event of the violation of this rule by any Tenant, Landlord may remove same without any liability, and may charge the expense incurred thereby to the Tenant involved.

Smoking: Smoking is prohibited anywhere in the Center.

Solicitors: Landlord reserves the right to eject from the Building any solicitors, canvassers or peddlers and any other class of persons who, in the judgment of Landlord, are annoying or interfering with any of Tenant's or Landlord's operations or who are otherwise undesirable. Canvassing, peddling, soliciting and distribution of any written materials in the Building are prohibited and each Tenant shall cooperate to prevent the same.

Trash: Each Tenant shall be responsible for the disposal of all its trash and garbage within the interior of its demised Premises by placing it in the common garbage bin. No material, rubbish or debris shall be placed in the common garbage bin if such materials are of such nature as to be in violation of any law or ordinance governing disposal of same. All Tenant construction debris shall be removed from the Premises and Center by Tenant, its contractors or its employees. **Construction debris may not be placed in the common garbage bin.**

Use: Except with the prior written consent of Landlord, no Tenant shall conduct any business other than that specifically provided for in its lease. No Tenant shall permit its demised Premises to be used in a manner offensive or objectionable to the other Tenants or Landlord. No cooking, unless consented to by Landlord shall be done or permitted in the Premises nor shall Tenant cause or permit any unusual or objectionable odors to be produced upon or permeate from its Premises. No Tenant shall at anytime bring, allow or keep upon the Premises any flammable, combustible or explosive fluid, chemical or substance in

such quantities as may endanger or imperil the demised Premises or any other premises or the property or lives of other persons. No Tenant shall make or permit to be made any unreasonable vibration, unseemly noise or disturb or interfere with occupants of the Building or Premises or those having business with them whether by the use of any business machines and other equipment, musical instruments, radio or television sets, phonographs, singing or the making of any disturbing sounds. The Premises shall not be used for lodging or sleeping.

Vacating Premises: Each Tenant shall give Landlord at least 90 days' prior written notice of its intention to vacate the demised Premises. Tenant shall notify Landlord in writing prior to Tenant's temporary vacating of Premises for more than seven (7) days.

Violations: Landlord shall not be responsible to any Tenant for the nonobservance or violation of any Center rules and regulations by any other Tenant or other person. Tenant shall be deemed to have read these rules and regulations and to have agreed to abide by them as a condition to its occupancy of the space leased.

Water: Water will be supplied by Landlord for drinking and toilet purposes only.

Windows and Doors: No windows, glass doors or any other light sources that reflect light into the lobbies or other places of the Building shall be obstructed or covered except in a manner approved in writing by Landlord.

OHANA
REALTY LLC

EXHIBIT C

CONFIRMATION OF RENT COMMENCEMENT DATE

Date: **January 28, 2008**

To: Ohana Realty LLC
1088 Bishop Street, Suite 1223
Honolulu, Hawaii 96813

Re: Lease dated January 28, 2009 between Ohana Realty LLC, a Hawaii limited liability company, Ae C Yang dba Cigarette 4 Less., Tenant, concerning Unit **5** in the building located at 808 Sheridan Street, Honolulu, Hawaii 96814.

Ladies and Gentlemen:

In accordance with the above-referenced lease (the "Lease"), we wish to advise you and/or confirm the following information:

1. Pursuant to the provisions of the Lease, the Rent Commencement Date **is February 1, 2009** and the expiration date of the term of the Lease is **January 31, 2012**.
2. The monthly base rent is as follows:
   (a) For the period commencing on the Rent Commencement Date and ending **January 31, 2012 (36)** months thereafter, the monthly base rent shall be **$1,650** per month; and
   (b) For the period commencing on the first day following the end of the period described in subsection (a) above, and on the first day of each successive anniversary thereafter, the base rent shall increase by **Five percent (5%)** from the previous rent period.
   (c)Tenant shall have the option upon twelve (12) months prior written notice to renew the Lease for one (1) additional term of **five (5) years** on the same terms and conditions as herein set forth except as to base rent.
3. If the Rent Commencement Date is other than the first day of a calendar month, the first billing will contain a pro rata adjustment. Each billing thereafter shall be for the full amount of the monthly base rent as provided for in the Lease.
4. This Lease Agreement supersede Lease Agreement Dated December 1, 2003 and any other Lease Dated before this Lease Agreement dated January 28, 2009.

IN WITNESS WHEREOF, the parties hereto have executed this indenture the day and year first above written.

OHANA REALTY LLC

By _____
Its

Landlord

ACCEPTED AND AGREED:
Ae C Yang dba Cigarette 4 Less

By _____
Its

Tenant