



MAUI
MEDICAL
PLAZA

At Kanaha

COMMERCIAL LEASE

Landlord: KANAHA PROFESSIONAL PLAZA, LLC, a Hawaii limited liability
company

Tenant: _____

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MAUI MEDICAL PLAZA AT KANAHA

COMMERCIAL LEASE

THIS INDENTURE OF LEASE, executed in duplicate, effective as of the date stated below, by and between the Landlord identified below, a Hawaii Limited liability company, whose address is set forth below, herein called "Landlord" and the Tenant identified below, herein called "Tenant," Landlord hereby leases to Tenant, and Tenant hires from Landlord, the premises located in Maui, State of Hawaii, described on Exhibit A hereto, subject to all of the following terms and conditions:

A. BASIC LEASE PROVISIONS.

EFFECTIVE DATE:	_____, 20__
LANDLORD:	KANAHA PROFESSIONAL PLAZA, LLC, a Hawaii limited liability company
LANDLORD'S ADDRESS:	8065 Molt Road, Billings, Montana, 59106
TENANT:	_____, a _____
TENANT'S ADDRESS:	
Premises: 151 Hana Highway, Kahului, Maui, HI 96732	
Premises Telephone:	
Premises Fax:	
Business Address (if different):	
Business Phone (if different):	
GET No:	
EIN No:	
PREMISES:	That certain space described in Exhibit "A"
TENANT PERMITTED USES:	Medical offices and appurtenant uses

LEASE COMMENCEMENT DATE:	_____, 20__
LEASE TERM:	_____years from the Lease Commencement Date, ending on 4:00 p.m., Hawaii time on _____, 20__
BASIC RENT:	Basic rent shall be paid monthly on the first day of each month in the following amount (prorated on a daily basis for any fraction of a month at the beginning or end of the term): _____, (\$_____), per square foot. All rents shall be triple net
INITIAL SECURITY DEPOSIT:	\$ _____
GUARANTORS	
NAME(S)	
SSN(S)	
RENT COMMENCEMENT DATE:	_____, 20__
ENVIRONMENTAL MATTERS	Reference is made to Section 15 below prohibiting use or storage of all hazardous, toxic or regulated substances and materials. (Note that these may include such things as petroleum products and cleaning fluids.) If Tenant requests permission to use such items and if Landlord consents to such use, Tenant will comply with the following restrictions as to such permitted materials (in addition to the restrictions in Section 14)
BUILDING	Shall mean the Maui Medical Plaza at Kanaha and related real property located at ___151 Hana Highway____, Kahului, Hawaii, 96732.

B. GENERAL LEASE PROVISIONS.

1. **TERM.** The term of this Lease shall be for the period set forth in Section A, Basic Lease Provisions.

2. **THE PREMISES.** The premises are described on Exhibit "A" hereto. Landlord shall provide the Premises in loft condition (meaning that other than as specifically provided herein, the Premises shall be broom swept and in unfinished condition, with studs only and no sheetrock, other wall covering, or ceiling tiles installed), including exterior wall studs, exterior windows, stub out for electrical, chilled water and windows.

If the premises include land or other space which does not comprise a separate subdivided or condominiumized lot, this lease shall be construed as only a right of entry on the larger parcel of which the premises are a part, within the area described as the "premises," for the specific purposes specified herein in the nature of a license. This paragraph shall control, notwithstanding the title of this document as a "lease" and the designation of the parties as "Landlord" and "Tenant."

Tenant has inspected the property prior to executing this lease and accepts its condition "as is." Landlord has made no representations or warranties whatsoever to Tenant concerning the quality or condition of the land, building (if any), zoning and land use regulations, availability or adequacy of utility services, or the suitability of the premises for Tenant's proposed activities.

3. **RENT AND OTHER CHARGES.** The basic rent stated in the Basic Lease Provisions will be paid from and after the Rent Commencement Date. All additional amounts due as detailed in the sub-paragraphs below shall be due and payable from the Lease Commencement Date. All payments of rents or other amounts shall be paid on or before the first day of each calendar month, in advance and without further notice or offset. If the first month of the lease is less than a full calendar month, the fractional month will be paid pro-rata together with the first full month's basic rent, at the time this lease is executed.

As additional rent, Tenant will pay together with the basic rent from and after the Rent Commencement Date Tenant's pro-rata share of Common Area Maintenance ("CAM") associated with the property and assessed by any future Association of Apartment Owners or such other governing body for the Premises. Tenant's share of such costs and expenses shall be a fraction of said over-all costs, the numerator of which is the floor area of the Premises, and the denominator of which is the total leased and occupied area of the Building as determined by the Landlord in the Landlord's reasonable discretion. Said expenses shall include, but are not limited to repair of any or all property, whether it be personal or real, maintenance of the same, real property taxes, a reasonable management fee, liability insurance, casualty insurance and common area utility costs. Tenant's share of the cost and expenses for each calendar year during the term hereof shall be paid in monthly installments beginning on the Commencement Date and thereafter on the first day of each month, in advance, in an amount estimated by Landlord from time to time. As soon as is

practicable after the end of each calendar year, Landlord shall furnish Tenant with a statement of the actual amount of Tenant's share of such cost and expenses for such period. Within thirty (30) days of receipt of such statement, Tenant shall pay any such deficiency. Landlord shall credit the amount of any overpayment to Tenant's next monthly statement(s).

As additional rent and from and after the Rent Commencement Date, Tenant will pay all real property taxes on the premises, as and when due, prorated to the lease term. If the premises are taxed as part of a larger parcel and not separately taxed, Tenant will pay taxes specifically allocable to all buildings and improvements on the premises plus an allocated portion of the taxes on the entire land area within the larger parcel, based on proportionate land area.

Tenant will pay to Landlord, as incurred, all Hawaii general excise tax imposed on the Landlord with respect to Landlord's receipt of rents, taxes or other payments under this lease.

If Tenant fails to pay any amount as and when due under this lease, Tenant will pay a late fee of 5% of the overdue payment and will pay interest of 1% per month commencing 30 days after the due date, until the overdue amount is paid in full.

If the Premises or any Common Area within or adjacent to the building requires additional or extraordinary cleaning as the results of heavy use by the Tenant's employees or customers, or if any property or services other than those required to be provided by Landlord hereunder shall be provided by Landlord to Tenant at the request of Tenant or for the benefit of Tenant, an additional CAM charge will be assessed against the Tenant. Said additional CAM charge shall equal the cost of the additional or extraordinary cleaning or the cost of the other property, service or benefit conferred on Tenant, plus (i) a surcharge of fifteen percent (15%) for overhead cost and (ii) gross income tax on such cost and surcharge, and shall be payable at the same time and in the same manner as the CAM.

4. COMMON AREA AND PARKING.

The term "Common Areas" or "CAM" as used in this Lease shall be deemed to include those portions of the building, grounds and appurtenances which are designated or designed for the non-exclusive use of Tenant in common with other authorized users and shall include, but are not limited to, utility lines and facilities serving the tenants as a group, loading and parking areas, driveways, areas of ingress and egress, landscaped and planted areas, the building structure itself, and the exterior and roof of the building. Aside from parking spaces when in use, Common Areas shall not be used for the storage of any personal property of any Tenant, whether on a permanent or temporary basis. Common Areas and CAM shall also include exterior lighting on the parcel, the common sewage disposal lines and other facilities for the common use and benefit of the tenants in the building.

Parking. The employees of Tenant, of Landlord and of other tenants shall be permitted to park their automobiles in the automobile parking areas designated by Landlord until such time as the Landlord shall determine that the total parking space is inadequate to fill the needs of customers and employees. In such event, Landlord shall have the right to limit employee parking on a uniform pro rata basis provided, however, that Landlord shall make all reasonable efforts to assign Tenant parking, if necessary, on the same floor as Tenant's Premises. At all times Landlord shall have the right to designate from time to time the particular parking areas to be used by Tenant's employees, and the use of said automobile parking areas by any of Tenant's employees shall at all times be secondary and subordinate to the use by customers and patrons of Tenant, of Landlord and of other occupants of the building. Tenant, upon written notice from the Landlord, shall furnish to the Landlord the automobile license numbers assigned to its cars and the cars of all of its employees. Landlord shall also have the right to tow any vehicle of Tenant or its employees parked in violation of this provision from the Building premises, and Tenant shall be liable to pay to Landlord upon demand, as additional rent, all costs incurred by Landlord in having the vehicle towed. Tenant shall indemnify, defend and hold Landlord harmless from all liability of any nature whatsoever, including costs and attorneys' fees, arising out of or connected with removal of any such vehicle.

Future Work. Landlord may perform work within the Common Areas or store materials or equipment from time to time in connection with utility easements and installations, alterations to the building or common areas or maintenance and operations. Said work or storage may cause inconvenience to the Tenant; nevertheless, Tenant shall have no claim for damage or loss against Landlord for such inconvenience.

5. SECURITY DEPOSIT. If Tenant has paid a security deposit as provided in the Basic Lease Provisions, Landlord may use all or a portion of the security deposit to compensate Landlord for all unpaid rent, or loss or damage suffered by Landlord due to any breach by Tenant, and any late charges or interest. If Landlord uses the deposit, Tenant will promptly pay to Landlord a sufficient amount in cash to restore the security deposit to the original sum deposited. If the rent under this Lease shall increase, Tenant will promptly pay an additional amount to bring the deposit to an amount which equals one month's rent as increased. Landlord will pay to the Tenant any balance of the deposit in the Landlord's hands at the end of the term, provided that Tenant shall have performed all of its obligations hereunder.

6. USE OF PROPERTY. Throughout the lease term, Tenant will use the premises for the Tenant's permitted uses described in the Basic Lease Provisions and for no other uses or purposes.

7. RULES AND ASSOCIATION REQUIREMENTS. Tenant agrees to abide by the Rules and Regulation attached hereto as Exhibit "B" and such further rules and regulations as may be reasonably promulgated by the Landlord from time to time. If the Premise is part of a condominium association, then Tenant agrees to abide by all the rules, regulations and requirements of said condominium association including, but not limited to the bylaws and rules and regulations of the Association of Apartment Owners (the "Requirements"). Should

any provision of this Lease (including any rules and regulations attached hereto or promulgated by the Landlord) conflict with the Requirements, the Requirements shall control. Furthermore, Landlord shall not be liable to Tenant or anyone claiming by and/or through Tenant for any loss or damage resulting from any business interruption caused in whole or in part by the Requirements and Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all such claims. Tenant has been provided with copies of the Requirements in existence as of the date of this Lease and has had an opportunity to review the same with counsel of Tenant's choosing.

8. TENANT CONDUCT.

WASTE DISPOSAL. Tenant shall keep the premises and any portion of any common areas used by tenant clean and free from rubbish and debris at all times. Tenant shall store all trash and garbage within the premises and either arrange for the pickup of such trash and garbage at tenant's expense or pay a pro rata share of the charge incurred by landlord for garbage removal service (if landlord shall elect to provide such service).

FIXTURES, ALTERATIONS, MODIFICATIONS AND IMPROVEMENTS.

Tenant shall not make or install any fixtures, alterations, modifications or improvements to the premises without the prior written consent of Landlord. When applying for Landlord's consent, Tenant shall furnish Landlord with two sets of complete plans and specifications covering such desired additions or alterations and any other information reasonably requested by Landlord. All alterations or improvements to the premises shall revert to Landlord upon termination of this Lease and shall not be removed by Tenant unless Landlord shall so direct in writing. Notwithstanding the provisions of this Section 8(b), Tenant shall have the right, if not in default under this Lease, to remove any trade fixtures, signs and other personal property installed or placed in the premises as long as Tenant repairs any damage caused by such removal, all at no cost to Landlord. All work shall be performed by licensed contractors. In designing and constructing improvements to the Premises, Tenant shall utilize the services of HGFA-Architects (Landlord's project architect) provided that HGFA-Architects agrees to a fee of not more than 10% of the value of such improvements. Furthermore, the contractor for any such improvements shall be Lydig Construction of Bellevue, Washington provided that Lydig Construction agrees to provide such services on a cost plus 15% basis. All improvements shall be consistent with the quality and design of the Building

PROTECTION AGAINST LIENS. Prior to commencing any alterations, improvements or other construction in the premises, Tenant shall furnish evidence satisfactory to Landlord that Tenant is financially able to pay the contractor, and shall furnish a copy of a bond in an amount, in a form and with a surety acceptable to Landlord, naming Landlord and Tenant as obligees and insuring completion of the proposed work free and clear of liens. Tenant shall promptly pay all contractors and materialmen to prevent a lien attaching to the premises, and should any such lien be filed, Tenant shall

bond against or discharge the lien within ten (10) days after written request by Landlord.

REPAIRS BY TENANT. Tenant shall at all times keep the premises and, if there are improvements on the premises, all improvements, partitions, doors, fixtures, equipment and appurtenances thereof (including lighting and plumbing fixtures) in good order and in neat and attractive condition and repair.

GOVERNMENTAL REGULATIONS AND PERMITS. Tenant shall, at Tenant's sole cost and expense, comply with all existing and future laws and regulations of all county, municipal, state and federal authorities pertaining to the premises and Tenant's activities including, but not limited to, any required alterations or improvements therein. Such laws and regulations may include requirements for permits, laws defining illegal conduct, payment of required taxes and fees, OSHA rules, Americans with Disabilities Act, environmental laws and regulations relating to hazardous, toxic or regulated materials. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, losses, expenses, damages, liabilities, or injuries by reason of any acts, omissions or alleged acts or omissions arising out of Tenant's failure to comply with the provisions of this section, including without limitation, any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim. Tenant will provide Landlord, on request, with a copy of all governmental licenses and permits which Tenant holds or must obtain in connection with Tenant's business on the premises. Tenant will promptly obtain all required permits and will keep all permits in effect throughout the Lease term.

LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. In the event of default by Tenant in the performance of its obligations hereunder Landlord may, at Landlord's option, make such repairs or take any other action necessary to perform some or all of Tenant's said obligations without liability to Tenant for any loss or damage that may accrue to Tenant's contents or other property or to Tenant's business by reason thereof. Tenant shall pay to Landlord on demand as additional rent the cost therefore, plus a surcharge of ten percent (10%) on Landlord's outlays to cover related administrative cost.

UTILITIES. Tenant shall pay for all water, gas and electricity furnished to the Premises and shall pay any charges that may be made for the installation thereof. Tenant shall, where possible and at Tenant's sole expense, separately meter all utilities servicing the Premises. If any utility services are not separately metered to the Premises, Tenant will pay a portion of the charges for such service which is reasonably allocable to the premises and the Tenant's estimated proportionate use of such service, as reasonably determined by Landlord. Landlord shall under no circumstances be liable to Tenant in damages or otherwise for any failure to furnish, or interruption in, service of any water, gas, electricity, phone, telecommunications, or CATV or for stoppage of sewers from any cause whatsoever. HVAC (air conditioning) shall only be provided by Landlord between the hours of _____ and _____, Monday through Saturday. Should Tenant

require HVAC at any other hours, Landlord will make reasonable efforts to provide such service at Tenant's sole cost and expense. Tenant is aware, however, that in so providing, it may not be reasonably possible to provide HVAC solely to the Premises occupied by Tenant.

SIGNS. Tenant may not place any signs on the premises without Landlord's prior written consent, which will not be withheld unreasonably or arbitrarily. All signs shall conform to the Sign Criteria attached hereto as Exhibit "C" and incorporated herein by reference.

NUISANCES. Tenant will not permit the emission of noise, dust, particulates, smoke, odors, and other nuisances from the premises which may affect any other persons or properties. Tenant will indemnify Landlord under Section 8 below with respect to any claims or damages (including Landlord's attorneys' fees) asserted against or suffered by Landlord with respect to any such conditions emanating from the premises regardless of whether or not Tenant shall have been negligent or shall have failed to comply with the standards and requirements of this subparagraph and this lease.

HAZARDOUS MATERIAL REPORTING. Tenant shall provide Landlord with a list of all Hazardous Materials (as defined herein) utilized in on or within the Premises by Tenant. Such reporting shall include identification of all third party vendors who come or may come into contact with such Hazardous Materials including suppliers and vendors of the same. Tenant's reporting shall be updated by Tenant on an ongoing basis. Tenant shall copy Landlord on all communications by and between Tenant and any regulating agency, government or private, relating to said Hazardous Materials. Tenant understands and acknowledges that the reporting of information to Landlord shall not impose upon Landlord any duty to ensure that Tenant is in full compliance with the rules or regulations relating to the purchase, storage, use and disposal of Hazardous Material, the same being the sole responsibility of Tenant.

9. INDEMNITY. Tenant shall indemnify, defend and save Landlord harmless and its officers, directors, members, managers, partners, trustees, employees, agents, licensees, contractors and invitees (herein collectively called "Employees") against and from any and all claims, loss, cost, and liability, including reasonable attorneys' fees, arising out of, caused or occasioned by, or resulting from any accident, fire or nuisance in the premises, or failure to maintain the premises. Tenant shall indemnify, defend and save Landlord and the Employees harmless against and from any and all claims by or on behalf of any person, firm, or corporation arising from the conduct or management of any work or thing whatsoever done by Tenant or Tenant's employees in or about the premises, building or common areas, from transactions of Tenant concerning the premises, from any breach or default on the part of Tenant in the performance of any covenant or agreement pursuant to the terms of this Lease or any other agreement Tenant may have with another party, or from any willful act, negligence or omission of Tenant or Tenant's employees. Tenant shall reimburse Landlord for all costs, attorneys' fees, expenses and liabilities incurred in connection with any such claim, action or proceeding brought thereon.

10. ASSUMPTION OF RISK. Tenant, as a material part of the consideration to Landlord for this Lease, does hereby assume all risk of loss caused by any interruption of utility services to the premises, and all risk of loss or damage, however caused, to furniture, fixtures, equipment, inventory, supplies, merchandise, and other property, by whomsoever owned, stored or placed in, upon or about the premises, and does hereby agree that Landlord shall not be responsible for loss or damage to any such property (regardless of whether such loss or damage may result from any failure of Landlord to repair or maintain the premises or any negligent act or omission of Landlord or its employees, agents or licensees), and waives all claims in respect thereof against Landlord and its employees, agents and licensees. Tenant acknowledges that this assumption of risk by Tenant has been bargained for by Landlord in determining rent and other obligations of Tenant under this Lease, and will be insured against by Tenant. Without limiting the generality of the foregoing, Tenant agrees that Landlord shall have no responsibility for providing security to the premises and building, if any, and that Tenant will be solely responsible to provide security against fire, theft or vandalism.

11. INSURANCE. Tenant agrees that it will not store, keep, use, sell or offer for sale in or upon the premises any article which may be prohibited by the standard form of fire insurance policy. Tenant agrees to pay as additional rent any increase in premiums for fire, special form coverage and all other perils that may be charged during the term of this Lease on the insurance carried by Landlord on said premises or the building of which it is a part, resulting from the type of merchandise sold in the premises by Tenant or the equipment installed therein, whether or not Landlord has consented to the same.

OVERLOADING. If Tenant installs any electrical equipment that overloads the lines in the premises or the building of which it is a part, Tenant shall at its own expense make whatever changes are necessary to comply with the requirements of the Insurance Underwriters and governmental authorities having jurisdiction.

PUBLIC LIABILITY AND PROPERTY DAMAGE. Tenant shall, throughout the entire term hereof, keep in full force and effect Commercial General Liability Policy Insurance with respect to the premises and the business operated therein, together with such endorsements and/or additional coverage as a reasonable and prudent operator operating the same business as Tenant would carry, with limits not less than the following for the specified categories (unless different or additional coverage limits are provided under the Basic Lease Provision):

Bodily Injury and Property Damage Combined Single Limit --

\$1,000,000 per occurrence

\$3,000,000 general aggregate per policy year

\$3,000,000 Products and Completed Operations aggregate per policy year

Personal and Advertising Injury -- \$1,000,000 per policy year

Fire Legal Liability -- \$50,000 per fire

All such policies shall provide for a deductible of not greater than \$5,000.00 per occurrence and shall name Landlord, Landlord's mortgagee and any other party as may be designated by Landlord as additional insured.

COVERAGE FOR IMPROVEMENTS, FIXTURES, EQUIPMENT AND MERCHANDISE. Tenant shall procure and, during the entire period of this Lease, keep in full force and effect a Commercial Property insurance policy on Tenant's improvements, fixtures, equipment and merchandise in the premises in the full insurable value thereof without deduction for depreciation, against fire and special form coverage risks under basic, broad or special perils form insurance policy which has a deductible of not greater than \$2,000 for any single occurrence, and shall provide Landlord with proof of the same.

WAIVER OF CLAIM. Landlord and Tenant do hereby waive and release on their own behalf and on behalf of their respective insurers any claim either may have against the other, or the insurer of the loss payee may have by way of subrogation, arising out of any loss or damage to property to the extent required to be insured (or actually insured, if greater) against by the fire and special form coverage risk policy maintained by Landlord or Tenant, as the case may be.

ADMINISTRATIVE. Whenever Tenant is hereby required to insure any risk, said insurance shall be in an insurance company qualified to do business in Hawaii and evidence of insurance (ACORD-27 or equivalent) shall be delivered to Landlord with a commitment from the insurance carrier endorsed thereon providing that said policy shall remain in full force and effect until Landlord is given at least thirty (30) days' prior notice in writing of any change or cancellation. Landlord shall be named as additional insured on each policy and Tenant shall provide to Landlord evidence of Insurance and an additional insured endorsement prior to occupancy and annually thereafter upon renewal of Tenant's Insurance program.

12. SUBORDINATION. This Lease shall be subject to and subordinate at all times to such mortgages and other liens and encumbrances as are now on or as Landlord may hereafter impose on Landlord's interest or estate herein, and any amendment or modification to any mortgage, lien or encumbrance entered into by Landlord and any mortgagee or holder of such lien or encumbrance, without the necessity of any further instrument or act on the part of Tenant to effectuate such subordination. The subordination of Tenant's interest as herein provided shall be self-operating, and no further instrument or subordination shall be required. Should any lender require Tenant's written consent on such subordination, Tenant hereby and irrevocably appoints Landlord as Tenant's attorney in fact for the purpose of executing and delivering any such subordination. Furthermore, the Tenant agrees to execute and deliver within ten (10) days of any written request, and without charge, any other document reasonably requested by such lender.

13. LANDLORD'S RIGHT TO ENTER. Tenant shall permit Landlord and its agents to enter into and upon the premises at all reasonable times for purposes reasonably related to this Lease. Landlord shall use its reasonable efforts to minimize any interference with or disruption of Tenant's business, but Landlord shall in no event be liable to Tenant for any inconvenience or

disruption resulting from such construction nor shall any such inconvenience or disruption serve as the basis for any abatement in rent.

14. DESTRUCTION OF OR DAMAGE TO BUILDINGS. This Section shall apply only if the premises shall consist primarily of space in a commercial or industrial building but shall not apply if this lease is primarily a land lease and any building(s) is (are) constructed by Tenant or is (are) pre-existing but subordinate or incidental to the Tenant's use of the land.

REPAIRS BY LANDLORD. If the premises or any portion of the building in the premises should be damaged or destroyed during the term hereof by any casualty insured under Landlord's standard fire and special form coverage insurance policies, and if the proceeds of said insurance received by Landlord shall be sufficient for the purpose, 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 were immediately prior to such damage or destruction using said insurance proceeds to pay for such work.

NON-INSURED OR UNDERINSURED CASUALTY. If the building should be damaged or destroyed by a casualty not covered by Landlord's standard fire and special form coverage policies (should Landlord in its sole discretion choose to maintain such insurance or coverage) or if the proceeds of insurance received by Landlord shall be insufficient to repair or rebuild the property to its prior condition, then Landlord may either terminate this Lease or elect to repair or restore the damage or destruction, in which latter event Landlord shall repair and/or rebuild the same as provided in Section 13(a) above. Landlord shall advise Tenant in writing whether it intends to rebuild or repair within sixty (60) days after the casualty. 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 business in the premises, except for liability for default or indemnity with respect to acts or omissions occurring prior to lease termination (such as Tenant's obligation to indemnify Landlord for environmental liabilities under Section 14 below). If such damage or destruction occurs and this Lease is not so terminated by Landlord, this Lease shall remain in full force and effect and the parties waive the provisions of any law to the contrary. Under no circumstances shall Tenant have any claim or cause of action against Landlord as a result of such damage or destruction. Landlord's obligation under this paragraph shall in no event exceed the scope of the work done by Landlord in the original construction of the building and the premises.

CONTINUATION OF BUSINESS. Tenant agrees during any period of reconstruction or repair of the premises and/or of the building to continue the operation of this business in the premises to the extent reasonably practicable from the standpoint of good business practices.

REPAIRS BY TENANT. Tenant shall, in the event of any damage or destruction affecting the premises, unless this Lease shall be terminated under Section 13(b) above, forthwith replace or fully repair all plate glass, exterior signs, trade fixtures, equipment

and other fixtures originally installed by Tenant. Landlord shall have no interest in the proceeds of any casualty insurance carried by Tenant, and Tenant shall have no interest in the proceeds of any casualty insurance carried by Landlord.

ABATEMENT OF BASIC RENT. The Basic Rent, but not CAM or any other amounts due shall be equitably abated during any period in which, by reason of any damage or destruction there is a substantial interference with the operation of the business of Tenant in the premises, having regard to the extent to which Tenant may be required to discontinue its business in the premises, and such abatement shall continue for the period commencing with such destruction or damage and ending with the completion by Landlord of such work of repair and/or reconstruction as Landlord is obligated to do.

15. HAZARDOUS MATERIALS; INDEMNIFICATION.

USE OF HAZARDOUS MATERIALS. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the premises by Tenant, its agents, employees, contractors or invitees without the prior written consent of Landlord, which consent may be granted or withheld in Landlord's sole discretion. Notwithstanding anything to the contrary, Tenant may, without additional Landlord approval, bring upon, keep or use in or about the premises those Hazardous Materials which are reasonably necessary in furtherance of Tenant's business. However, the all such Hazardous Materials shall be used, stored and disposed of in the manner proscribed by law and all other indemnification provisions herein shall apply to such use, storage, transportation and disposal. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the premises, building or common areas, damages for the loss or restriction on use of rentable or usable space or of any amenity of the premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the Lease term as a result of such contamination.

This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or ground water on or under the premises. Without limiting the foregoing, if the presence of any Hazardous Material on the premises caused by or arising from Tenant's activities results in any contamination of the premises or any adjoining or nearby areas, Tenant shall promptly take all actions at its sole expense as are necessary to return the premises and said areas to the condition existing prior to the introduction of any such Hazardous Materials; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld.

Landlord is aware that some substances which are classified as Hazardous Materials are used in very small quantities in most homes and businesses on a daily basis, (such as a household can of insect spray). Landlord will not enforce the provisions of this Section 14 unreasonably or arbitrarily with respect to such routine or "household" uses which do not violate the law and where there is no risk of contamination of the premises.

DEFINITIONS. As used herein, the term "Hazardous Material" or "Hazardous Materials" means any hazardous or toxic substance, material or waste, including, but not limited to, petroleum, petroleum based products, asbestos, polychlorinated biphenyls, radioactive materials, radon gas or any chemical, material or substance defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous waste," "restricted hazardous waste" or "toxic substances," or words of similar import, under any local, state or federal laws, including the Federal Water Pollution Act, as amended (33 U.S.C. § 1251 et seq.), the Resources Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801 et seq.) And the Environmental Response Law (Haw. Rev. Stat. Chap. 128D).

16. SURRENDER AT THE END OF THE TERM. At the end of the term of this lease Tenant will deliver the premises back to Landlord with all improvements, in good order and repair, maintained in accordance with this lease, and free of all personal property of Tenant. However, if Landlord shall notify Tenant to remove any tenant improvements or to restore the ground to original grade, Tenant shall promptly comply with such notice. If Tenant fails to vacate the premises at the end of this lease, Tenant will be deemed to be a holdover Tenant, and the rent for any holdover period shall be two times the rent existing at the end of the lease term and will be pro-rated on a month-to-month basis. However, this paragraph will not be construed to permit Tenant to continue in possession after the term of this lease has expired. This Section shall apply only if the premises shall consist primarily of space in a commercial or industrial building but shall not apply if this lease is primarily a land lease and any building(s) is (are) constructed by Tenant or is (are) pre-existing but subordinate or incidental to the Tenant's use of the land.

17. DEFAULT. The following events shall be deemed to be events of default by Tenant under the Lease:

fail to pay any rent as and when due under this lease without demand;

Failure of Tenant to pay any other charge, assessment or amount Tenant is obligated to pay hereunder at the time or within the time period specified, or if no time period is specified, within ten (10) days, after the same becomes due;

Failure of Tenant to comply with any term, covenant or condition or to observe or perform any of the agreements or covenants herein contained, and on Tenant's part to

be observed and performed, and such default shall continue for ten (10) days after written notice thereof is given to Tenant, or if such default in observance and performance of such covenants cannot reasonably be cured within said 10-day period, then such longer time as may be required but in no event longer than thirty (30) days provided that Tenant shall within said period commence such curative work and thereafter diligently and continuously pursue the same in a workmanlike manner to completion,;

If Tenant shall become bankrupt, or file any debtor proceedings, or any case or proceedings, voluntary or involuntary, be filed by or against Tenant as debtor under any provision of the Federal Bankruptcy Code and such proceedings filed against Tenant shall not be dismissed or discharged within thirty (30) days from the date the same were instituted, or any proceedings voluntarily or involuntarily against Tenant shall be filed by or under any State statute governing any debtor-creditor rights, seeking to have an order or decree rendered against Tenant, directing any readjustment, arrangement, composition or reduction of Tenant's debts, liabilities or obligations, or making any assignment for the benefit of creditors;

If Tenant shall vacate or abandon the Premises;

If Tenant shall cease to occupy the Premises or shall remove substantially all of Tenant's personal property therefrom, or if there is cessation of use of Premises for the purposes leased;

If Tenant shall falsify any reports required hereunder or shall fail to accurately maintain and make available to Landlord any books, records or accounts within the time and in the manner herein provided or shall in any other manner attempt to defraud or mislead Landlord for any reason with respect thereto;

If this Lease or any estate or interest of Tenant hereunder shall become subject to any attachment or judgment, or to any lien, charge or encumbrance not consented to by Landlord pursuant to the provisions of this Lease;

If any guarantor of this Lease shall default under any guaranty of this Lease, or shall repudiate or revoke any such guaranty or any obligation under such guaranty, or any event described in subsection (d) herein above shall occur respecting any guarantor of this Lease (as if said subsection (d) referred to such guarantor in place of Tenant);

If Tenant shall do or fail to do anything which permits the Landlord to terminate this Lease with or without notice to Tenant, it being agreed that such rights to terminate this Lease are in addition to Landlord's rights to declare a default under the provisions of this paragraph and any of the remedies set forth in this Lease.

18. LANDLORD'S DEFAULT REMEDIES. Upon the occurrence of any of the events of default listed above, Landlord shall have the option of pursuing any one or more of the following remedies without any notice or demand whatsoever:

a. RIGHT OF ENTRY. Landlord may, with or without termination, at once reenter the Premises or any part thereof in the name of the whole, and upon or without such entry, at its option, expel and remove from the Premises Tenant and/or its affiliates and any persons claiming by, through or under Tenant and its and their property without service of notice or resort to legal process or being deemed guilty of any trespass or becoming liable for any loss or damage occasioned thereby, and 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, wither theretofore or thereafter accruing or to accrue, or damages for any preceding or other breach of contract.

b. SUMMARY POSSESSION. Whether or not Landlord shall elect to terminate this Lease or shall have taken any action above permitted, Landlord may bring an action for summary possession in case of any such default, and in any such action, service or prior notice or demand is hereby expressly waived. Landlord may, at its option, assert its claim for any unpaid rental in such action or may institute a separate action for the recovery of any such rents.

c. REMOVAL OF PERSONS OR PROPERTY. 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.

d. RIGHT TO RE-LET. Should Landlord elect to re-enter for Tenant's default, as provided herein above, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may, from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to re-let the Premises, and re-let said Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such re-letting all rental received by Landlord from such re-letting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such re-letting and of any necessary alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such re-letting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. Termination shall only be made effective by the giving of written notice to the Tenant of intention to end the term of this Lease, specifying a day not

earlier than five days thereafter, and upon the giving of such notice, the term of this Lease and all right, title and interest of the Tenant hereunder shall expire as fully and completely on the day so specified as if that day were the date herein specifically fixed for the expiration of the term. No re-entry or taking possession of said Premises by Landlord shall be construed as an election by the Landlord to terminate this Lease unless a written notice of such intention is given to Tenant. Notwithstanding any such re-letting 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, Landlord may recover from Tenant all damages it may incur by reason of such default, including the cost of recovering the Premises, reasonable attorneys' fees, and the worth at the time of such termination of the excess, if any, of the amount of rent and all other charges reserved in this Lease for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

e. SEPARATE SUITS. LANDLORD shall have the right of splitting its cause of action for rent so as to permit institution of a separate suit or suits or proceedings for the minimum rental hereunder reserved to Landlord, and a separate suit or suits or proceedings for any other payment required hereunder, and neither the institution of such suit or proceedings nor the entering of judgment therein, shall bar **LANDLORD** from bringing a subsequent suit or proceedings for the minimum rental, or for the percentage rental, or for any other payments required hereunder.

f. LANDLORD'S LIEN ON TENANT'S GOODS, EQUIPMENT AND FIXTURES. Landlord shall have a perfected "Landlord's Lien" and a security interest in all goods, equipment and fixtures brought upon the Premises by the Tenant and all proceeds thereof (the "Landlord's Lien" and the "Collateral"). Goods that the Tenant acquires and disposes of in the ordinary course of its business shall not be subject to the Landlord's Lien. This Lease shall constitute a "security agreement", under the Uniform Commercial Code, which creates the Landlord's Lien. The Landlord's Lien shall secure all the obligations of the Tenant under this Lease (including without limitation, the obligation to pay rent). The Landlord's Lien shall continue after the Tenant removes the Collateral from the Premises. If the Tenant removes any Collateral from the Premises, the Tenant shall, upon Landlord's request, inform Landlord of the place where the Collateral is kept. If the Landlord needs to have the Tenant execute a Uniform Commercial Code. Financing statement to perfect the Landlord's Lien, then, upon Landlord's request, the Tenant shall promptly execute such a financing statement. In the event of any Tenant default under this Lease (including without limitation Tenant's failure to pay any rent due hereunder), and if such default should continue for sixty (60) days, Landlord, as a secured party, may sell, lease or dispose of any or all of the Collateral by exercising the remedies given to a secured party in such circumstances under the Uniform Commercial Code.

19. ENFORCEMENT COSTS. Tenant will pay and reimburse Landlord for all of Landlord's costs and expenses, including legal fees incurred in enforcing this lease in the event of any default by Tenant.

20. CONDEMNATION. If all or any portion of the premises are taken by any governmental body by eminent domain, all of Tenant's interests in the premises so taken shall terminate and Tenant will not have any right to claim damages against the condemning authority for or with respect to the condemnation; except that Tenant may separately proceed in Tenant's own right to claim compensation for loss of Tenant's own business or personal property.

21. TRANSFER. The Tenant will not transfer the premises or any interest in this lease in whole or in part to any third party without Landlord's prior written consent which consent may be withheld at Landlord's sole discretion. For the purpose of this paragraph, "transfer" shall also include the transfer or sale, in any manner, of any beneficial or controlling interest in any tenant that is a corporation (S-Corp, C-Corp or Limited Liability Company) or partnership of any kind.

22. NOTICE. Notice from one party to another will be hand delivered or mailed to the address stated at the beginning of this lease (or such other address as the addressee shall have notified the sender in writing). Notice will be deemed given upon actual delivery to the addressee or an authorized agent of the addressee, or, if mailed, three days after the notice was deposited into the U.S. mail, by registered mail, postage prepaid, addressed to the addressee as stated herein.

23. BOUNDARY CHANGES. If Landlord desires to subdivide or condominiumize any surrounding land or the building, Landlord shall have the right to redefine and relocate any boundary of the Premises or any common area or common element to correspond with any subdivision or condominium plans, provided that the cost of relocating any facilities of Tenant shall be paid by Landlord, and in all events the area of useable area within the premises will be maintained at approximately the same amount of area. The Tenant agrees to join in the execution of any documents necessary to enact the subdivision or condominiumization and will not object to any such subdivision or condominiumization before any governmental agency or personnel.

24. TIME. Time is of the essence of all of Tenant's obligations under this lease.

25. APPLICABLE LAW. This lease is governed by Hawaii law.

26. NO PARTY DEEMED TO BE DRAFTSMAN. Landlord and Tenant have each had the assistance of their own counsel in the drafting of this Lease. If an ambiguity should appear in this Lease, such ambiguity shall not be resolved by interpreting the Lease against either party as the draftsman. The language of this Lease shall be interpreted simply according to the fair meaning.

27. NO JOINT VENTURE. It is hereby acknowledged by Landlord and Tenant that any relationship between them created hereby is not intended to be and shall not in any way be construed to be that of a partnership, joint venture, or principal and agent. It is hereby further acknowledged that any rights reserved herein by Landlord with respect to the Building, Premises or any other real or personal property, or any documents or matters related thereto is solely for the purpose of either securing Landlord's interest in this transaction or protecting Landlord's property interests and values. Any approvals or other action by Landlord pursuant

to this Lease, or any document related thereto, is solely for Landlord's benefit and no person or entity may rely upon Landlord's approvals or actions hereunder for any other purpose.

28. AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS OR

REPRESENTATIONS. The parties understand that this Lease is intended to include all of the terms and conditions which have been discussed by them during the course of their negotiations. The parties agree that this Lease constitutes the "entire contract" between them. The terms and conditions contained in this Lease supersedes any and all prior oral or written agreements or representations, or "letters of intent" made by or between the parties or anyone authorized and acting in their behalf in respect of any matter relating hereto, all of which has been merged and included in this Lease.

29. INTERPRETATION AND CONSTRUCTION. No amendment of this Lease shall be effective unless the same is in writing and executed by all the parties. The headings and marginal notations of this Lease are for convenience only, and if there be any conflict, the text of this Lease shall control. The use of any gender shall include all genders. Whenever any words are used herein in the singular, they shall be construed as though they were used in the plural in all cases where they would so apply, and vice versa. Any reference in this Lease to money or to payments to be made in money shall mean legal tender of the United States. This Lease shall be binding upon, and shall inure to the benefit of the parties, their respective heirs, successors and assigns

30. TIME IS OF THE ESSENCE. Time is of the essence of this Lease, and the time specified for the performance of any act (including without limitation the delivery of any instrument or the payment of any money), whether as a condition or as a promise, shall not be extended, and shall be strictly observed. Any failure on the part of either party to perform an act at the time and day specified therefore shall constitute a material breach of this Lease and in that event the other party, at its election, shall be discharged from its obligations under this Agreement. Furthermore, any acceptance of late payment or performance shall not be construed as a waiver of said breach either in law or equity.

31. MISCELLANEOUS.

This Lease may be modified or amended only by a writing signed by Seller and the Purchasers.

This Lease shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties.

All notices or communications of any kind which may be required or permitted to be given under this Lease shall be in writing and personally delivered or mailed by certified or registered mail (postage prepaid with return receipt requested) or by facsimile transmission followed by a confirming "hard copy" to the addresses of the parties provided in Section "A" Basic Lease Provisions above. All notices or communications which are served by mail shall be deemed to be given at the expiration of the third (3rd) business day after the date of mailing and, in case of notice

by facsimile transmission, one day after such facsimile transmission. The addresses to which notices or communications shall be delivered or mailed may be changed from time to time by giving written notice of the change to the other party.

Severability: If any provision or portion of this Lease is deemed unenforceable, the remainder of this Lease other than those deemed unenforceable shall be valid and enforceable to the fullest extent permitted by law.

32. GUARANTEES. If this lease is signed by one or more guarantors, the liability of each guarantor shall be primary, joint and several with the named Tenant herein with respect to all of Tenant's obligations; and each guarantor will be deemed to be a co-tenant under this lease for all purposes.

33. NO RECORDING. This lease shall not be recorded in the State of Hawaii Bureau of Conveyances or filed in the Office of the Assistant Registrar of the State of Hawaii. Landlord is, however, permitted to record a short form of this Lease in said Bureau or said Office disclosing those terms as reasonably required in order to comply with any law, rule or regulation.

34. NO COMMISSION. Each of the parties represents and warrants that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease and agrees to indemnify the other against, and hold the other harmless from, all liability arising from any such claim including, but not limited to, attorneys' fees and cost relating to the same.

35. POWER TO EXECUTE AND DELIVER. All persons and entities signing this Lease represent and warrant that they have the necessary powers and permissions to do so and that by so signing they shall not be in default of any obligation of any kind and the creation of the obligations set forth hereunder shall not render said party insolvent.

36. NON-WAIVER; REMEDIES CUMULATIVE. Landlord's failure to demand strict and full performance of any of the covenants or agreements on the part of the Tenant to be observed, kept and performed, or the acceptance of any rent by the Landlord while the Tenant be in default with respect to any such covenant or agreement, shall not be construed to be a waiver or relinquishment by the Landlord of such covenant or agreement, or of any such default or breach of covenant on the part of Tenant. Nor shall such acceptance of any rent by Landlord or Landlord's failure to demand such strict and full performance of any other indulgence over a prolonged period of time be construed to constitute a waiver or relinquishment by the Landlord of any right to terminate the estate created by this Lease because of any such default or breach of covenant on the part of Tenant. Any waiver by Landlord of Tenant's strict performance of the covenants and agreements to be performed by Tenant hereunder must be in writing. Each and all the remedies given to Landlord hereunder are cumulative, and the exercise of one right or remedy by Landlord shall not impair Landlord's right to any other remedy.

37. prejudice to the right of Landlord to recover all remaining amounts that the Tenant owes the Landlord under this Lease whether or not the same are in dispute and without prejudice to the

right of Landlord to exercise any other right given to the Landlord under this Lease, including the right to declare a default by reason of such conditional or insufficient payment

38. TENANT'S CLAIM OF IMPOSSIBILITY. Lessee shall not have the right to claim any excuse for the non-performance or the non-observance by the Lessee of any covenant or condition of this Lease to be performed by or observed by the Lessee because of the occurrence of any unforeseen supervening circumstances not within the contemplation of the parties when the Lease was executed.

39. NO INTENDED THIRD PARTY BENEFICIARY. Lessor and Lessee may each, separately, deal with other persons in connection with the Premises or the Property or with other matters that may also relate to or be the subject of this Lease. Lessor and Lessee do not intend to make any such third person with whom each of them may deal an intended third party beneficiary under this Lease. There is no third person who is an intended third party beneficiary under this Lease. No incidental beneficiary (whatever relationship such person may have with Lessor and Lessee) shall have any right to bring any action or suit, or to assert any claim against Lessor and Lessee under this Lease.

40. WAIVER OF JURY TRIAL AND COUNTERCLAIMS. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Lessor and Lessee, Lessee's use or occupancy of the Premises, or any claim of injury or damage. In the event Lessor commences any proceedings for nonpayment of rent, Lessee will not interpose any counterclaim of whatever nature or description in any such proceeding.

41. LIMITATION OF LANDLORD'S LIABILITY. In addition to any other limitation set forth herein, Lessee, in any action brought by Lessee against Lessor or Lessor's Affiliates, shall look only to Lessor's interest in the Building (or the proceeds thereof) for satisfaction of Lessee's remedies or for judicial process requiring the payment of money, and no other property or assets of Lessor's or Lessor's Affiliates shall be subject to levy, execution or other enforcement procedure for the satisfaction of Lessee's remedies under or with respect to this Lease, and Lessee shall have no right to proceed against or recover any deficiency from any trustee, member, manager of Lessor or any person or entity who owns or manages the same. Tenant shall not have the right to bring an action or suit against any member or manager or other controlling person or entity performing a similar function given the organizational structure of Landlord as the same may change from time to time arising out of this Lease, or the use of the Premises or the Building.

42. EXHIBITS AND RIDERS. All Exhibits and Riders attached to this Lease are incorporated herein by reference and explicitly made a part hereof. If the provisions of any exhibit or rider hereto conflict with the provisions of the main body of this Lease, then said exhibit or rider shall control. The following Exhibits and Riders are attached hereto and incorporated herein:

EXHIBIT A PREMISES DESCRIPTION AND MAP
EXHIBIT B HOUSE RULES

**EXHIBIT C SIGN CRITERIA
TENANT IMPROVEMENT RIDER**

RESERVATION AGREEMENT RIDER

43. COUNTERPARTS, FACSIMILE AND ELECTRONIC SIGNATURES. This Lease may be executed in one or more counterparts and all counterparts compiled to form one original document for all purposes. Furthermore, facsimile and electronically signed copies of this Lease shall be deemed valid and binding for all purposes.

~ REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK ~

“Landlord”

KANAHA PROFESSIONAL PLAZA, LLC

By: _____

Its: _____

“Tenant”

By: _____

Its: _____

“Guarantors”

Print Name: _____

Print Name: _____

EXHIBIT "A"
Premises description and map

EXHIBIT "B"

HOUSE RULES

1. No Tenant shall mark or in any way deface or damage the walls, floors or ceilings, nor drill holes, except as may be required in any construction by such Tenant pursuant to plans having the prior written approval of the Landlord.
2. The sidewalks, entrances, passageways, stairways, corridors and/or halls will not be obstructed or encumbered by any Tenant; nor shall they be used for any purpose other than ingress or egress to and from Tenant's respective premises.
3. No sign, advertisement, notice or other littering shall be exhibited, inscribed, painted or affixed by any Tenant to any part of the premises or building without the prior written consent of the Landlord. In the event of the violation of this rule by any Tenant, the Landlord may remove same without any liability and may charge the expense incurred thereby to the Tenant or Tenants failing to comply therewith.
4. The sashes, sash doors, skylights, windows and doors that reflect or admit light and air in the halls, passageways or other public places in the building shall not be covered or obstructed by any Tenant, nor shall any bottles, parcels, or other articles be placed on the window sills or in the passageways. No Tenant shall throw anything out of the exterior doors, windows or skylights or down the passageways.
5. No showcases or other articles shall be put in front of, or affixed to, any part of the exterior of the building, nor shall they be placed in the halls, corridors or vestibules, without the prior written consent of the Landlord. No radio or television antenna, loudspeakers, flood lights, nag poles or any other devices shall be installed or attached to the roof or the exterior walls of the building, without the prior written consent of the Landlord.
6. The toilet rooms, water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or foreign substances of any kind shall be thrown or placed therein. The expense of any breakage, stoppage or damage resulting from any misuse of such fixtures shall be paid by the Tenant who, or whose servants, employees, agents, visitors, or licenses, shall have caused the same.
7. No Tenant shall connect with any gas or water pipes in or about the premises any apparatus, nor use or connect with any electric wire in or about the premises, any X-ray machines, water heater, refrigerator, stove or any other apparatus requiring comparable electric power, without obtaining the Landlord's prior written consent. No water cooled condenser or other water cooled apparatus shall be used by Tenant, except upon such conditions and with the written consent of Landlord.

8. No bicycles, vehicles, animals or birds of any kind shall be brought onto or kept in or about the premises, and no cooking shall be done or permitted by any Tenant on the premises without the prior written consent of the Landlord. No Tenant shall cause, or permit, any unusual or objectionable odors to be produced upon or permeate from the premises.
9. No Tenant shall make, or permit to be made, any unseemly noise or noises, not disturb or interfere with occupants of the building or adjoining buildings in any manner.
10. No Tenant, or any of Tenant servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the premises any flammable, combustible or explosive fluid, chemical or substances, other than those items customarily utilized in Tenant's business.
11. Each Tenant must, upon the termination of Tenant's lease, return to the Landlord all keys to the premises and toilet rooms, either furnished to, or otherwise procured by such Tenant. In the event of the loss of any of the keys so furnished, such Tenant shall reimburse the Landlord for the replacement cost thereof.
12. All removals, and/or the carrying in or out of any safes, freight, packages, furniture, inventory or supplies, construction materials or bulky matter of any description must take place during the hours and in a manner which the Landlord may determined from time to time. Nothing shall be brought into the demised premises which would overload, damage or deface the floors.
13. No tenant shall permit any portion of the premises to be used for the possession, storage, manufacture, or sale of narcotics or controlled substances in any form; nor shall any tenant permit the storage in bulk, manufacture, or sale of the same unless specifically provided for by Tenant's Lease.
14. The Landlord shall have the right to prohibit any advertising by any Tenant which, in the Landlord's sole judgment, tends to impair the reputation of the building or its desirability as a building for business and professional offices, and upon written notice from the Landlord, the Tenant shall refrain from or discontinue such advertising.
15. The premises shall not be used for lodging or sleeping.
16. Canvassing, soliciting or peddling in the building is prohibited, and each Tenant shall cooperate to prevent the same.
17. There shall not be used in any space, or in the public halls of the building either by any Tenant or by jobbers or others, in the delivery of receipt of merchandise, and hand trucks, except those equipped with rubber tires and side guards.

18. If any Tenant desires telephone, cable or other utility connections other than as provided at the Commencement Date, the Landlord will direct electricians as to where and how the wires are to be introduced to the premises. No boring through or cutting of exterior walls, floors or ceilings for wires or otherwise, shall be made without the approval of the Landlord.

19. Each Tenant shall, before leaving the building close and securely lock all windows and doors of the premises, turn off all water faucets or water apparatus, and turn off all electrical equipment (excluding required lighting) within the demised premises. Tenant will be responsible for all injuries sustained by other tenants or occupants of the building due to any failure to abide by any of these rules.

20. Each Tenant shall store any and all trash within the interior of the premises or at designated disposal sites until removal of the same. No material shall be placed in trash receptacles if such material is of such nature that it may not be disposed of in the ordinary and customary removal and disposal of trash and garbage in the County of Maui, or without being in violation of any law or ordinance governing such disposal. All trash shall be removed by Tenants as promptly as possible in order that the premises shall, at all times, be kept in a clean and sanitary condition. Any Hazardous Materials or medical waste shall, as required, be disposed of by Tenant and at Tenant's expense, in the manner proscribed by any applicable law, rule or regulation and with such frequency as to not cause a nuisance or disturbance to other Tenants or the general public.

21. All installation of curtains, drapes, blinds, shades, screens, windows and doors visible from the exterior of the building or any corridor or other public area in the interior of the building will be subject to the prior written approval of the Landlord.

22. All deliveries shall be at times and places from time to time determined by the Landlord. All deliveries shall be unloaded immediately upon arrival and immediately delivered to Tenant's premises by way of delivery routes and in the manner specified by Landlord.

23. Tenant shall cooperate with Landlord in all efforts and further regulations designed to minimize utility (electricity, water, gas or other) consumption whether by governmental mandate, controls or the voluntary efforts by Landlord.

24. Each Tenant shall employ a janitorial staff adequate for the task of keeping Tenant's premises in a clean, safe, neat and sanitary condition appropriate to a business of the character and location of the Tenant's premises. Each Tenant shall be responsible for the cleaning of all interior and exterior glass window walls and window wall frames abutting the demised premises.

25. The Tenant agrees to include the full name of the Building as Tenant's business address in all advertising with respect to the premises.

26. Tenant shall not store any personal property on a permanent or temporary basis within or on any Lanai or outside deck.

EXHIBIT “C”

Sign Criteria

These criteria have been established for the purpose of ensuring a uniform and professional atmosphere, and for the mutual benefit of all Tenants. Conformance will be strictly enforced; and any installed nonconforming or unapproved signs must be brought into conformance at the expense of the Tenant, or removed.

The Landlord is to administer and interpret the criteria, and is empowered, but not required, to authorize any departure therefrom.

A. GENERAL REQUIREMENTS

1. Each Tenant shall submit, or cause to be submitted, to the Landlord for approval before fabrication, at least two copies of detailed drawings covering the location, size, layout, design and color of the proposed sign, including all lettering and/or graphics. Each sign submission shall be accompanied by a review fee of FIFTY AND NO/100 DOLLARS (\$50.00), by check payable to Landlord. Review will commence upon receipt of fee.
2. All permits for signs and their installation shall be obtained by the Tenant or his representative, at Tenant's expense.
3. Tenant shall be responsible for the fulfillment of all requirements and specifications.

B. GENERAL SPECIFICATIONS

ADD GENERAL PROVISIONS IN CONSULATION WITH ARCHITECT – PROVISIONS MAY INCLUDE – NO SIGNS ON EXTERIOR OF BUILDING OR WHICH WOULD BE VISIBLE FROM EXTERIOR. INTERIOR SIGNS MAY BE LIMITED IN SIZE, STYLE AND LOCATION I.E. ON DOORS ONLY, TYPES OF MATERIAL, LETTERING, ETC.

C. CONSTRUCTION REQUIREMENTS

1. All exterior letters or signs exposed to the weather shall be mounted at least 3/4” from the building wall to permit proper dirt and water drainage.
2. No labels will be permitted on the exposed surface of signs, except those required by local ordinance which shall be applied in an inconspicuous location.
3. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition.
4. Sign contractor shall repair any damage to any work caused by his work.
5. Tenant shall be fully responsible for the operations of Tenant's sign contractors.
6. Signs which lack a professional appearance in design and manufacture as determined by Landlord's architect shall not be allowed.

7. At termination of lease, Tenant must remove sign and restore wall to original existing condition, patching all holes, cracks and chipped areas and resealing with elastomeric coating. Color shall match surrounding existing surface.

ANY OTHER CRITERIA? CHECK WITH ARCHITECT

D. DESIGN REQUIREMENTS

1. Tenant's identification signs shall be designed as an integral part of building area to which it is affixed in a manner compatible with and complementary to adjacent and facing tenant spaces and the overall design concept of the building. Letter size and location shall be appropriately scaled and proportioned to the overall premises design.
2. No sign shall be installed on the exterior of the building in which Tenant's Demised Premises is located except such sign as shall first have been approved by the Landlord, as to color, size, location and design.
3. No internally illuminated signage will be allowed.
4. Sign types recommended are:
 - a. Carved or sandblasted wood, with painted accent.
 - b. Precision cut dimensional metal or acrylic letters.
 - c. Cut out wood letters of suitable type style.

E. MISCELLANEOUS REQUIREMENTS

1. Each Tenant who has a non-customer door for receiving deliveries may have uniformly applied on said door in location, as directed by the Landlord, the Tenant's name and address. Where more than one Tenant used the same door, each name and address shall be applied. Color of letters must meet Landlord's approval.
2. No Floor signs, such as insets into terrazzo, matt, etc., shall be permitted.
3. Tenants with two or more entrances into their premises may install an additional sign if the entries are recessed a minimum of three feet back of the lease line. The additional sign is to be installed in the recess area, and is limited to the store name only. All other criteria contained in the sign regulation shall apply and govern such signs also.
4. Credit card signs or other decals of any type are not to be affixed to windows or doors. Such signs are to be mounted wholly within the tenant's respective premises and set back a minimum of 12 inches from the glass line.
5. Landlord makes no representation or warranty that any signage it has approved will meet the approval of appropriate government entities

TENANT IMPROVEMENT RIDER

1. Landlord Improvements. Subsequent to execution of this Lease, Landlord shall complete its construction activities on the Building pursuant to design plans prepared on Landlord's behalf as the same may be modified by Landlord from time to time. Landlord shall retain sole control of the Building and Premises until Substantial Completion of Landlord's Work, as hereinafter defined. Landlord shall provide the Premises to Tenant as described in the Lease and as further described below. Collectively, all of such work required to be performed in the Premises by Landlord shall be referred to herein as "Landlord's Work". Landlord shall promptly commence and diligently continue Landlord's Work to completion. "Substantial Completion of Landlord's Work" shall be defined as that point in time when Landlord has obtained a partial certificate of occupancy or other necessary permission for the Premises such that, in Landlord's commercially reasonable determination:

The Premises are suitable for turnover and build-out; and

Landlord's architect shall have certified that Landlord's Work has been completed such that:

Tenant has the ability to obtain the necessary permits such that construction of Tenant's Improvements in the Premises (as defined below) can begin immediately upon receipt of such permits (provided that Landlord shall provide permissions reasonably necessary to allow Tenant to obtain permits prior to the Turnover Date as required by Tenant);

Tenant has complete access to the Premises (and other required portions of the Building); and

Tenant can proceed with the construction of Tenant's Improvements continuously and without interruption by Landlord.

2. The "Turnover Date" is anticipated to occur __upon completion____. Landlord shall provide Tenant with at least ten (10) days prior written notice of Landlord's estimated date for Substantial Completion of Landlord's Work and turnover of the Premises to Tenant for commencement of construction of Tenant's Improvements, the date for such turnover being deemed the "Turnover Date".

3. The "Rent Commencement Date" shall be the earlier of (i) _____ (_120_) days after the later of:

the Turnover Date; or the issuance of all governmental permits necessary for commencement of Tenant's Improvements; or

the date when Tenant opens for business.

4. Tenant's Improvements. Tenant, at Tenant's expense, shall be responsible for interior construction and fixturing of its Premises, including, but not limited to, air conditioning, equipment and ducting, electrical and lighting, drop ceiling, entry door, kitchen space and equipment, flooring (including interior stairs, ramps or lifts as may be required) and security/alarm system. Building permits for all Tenant's Improvements shall be acquired by Tenant, and all such work shall be performed by a licensed contractor as outlined in the Lease and as designed by the Architect specified in the Lease, as applicable. Tenant shall submit working drawings for Landlord's review and approval within thirty-five (35) calendar days after the Effective Date ("Tenant's Delivery"). Landlord shall complete its review of such working drawings and deliver written notification of approval, disapproval, or required modifications, by way of mail, fax or e-mail within five (5) calendar days after submittal ("Landlord's Approval"). Landlord's failure to disapprove Tenant's working drawings within such five (5) days shall be deemed to be an approval of such working drawings by Landlord; Tenant shall apply for all governmental permits necessary for Tenant's Improvements within five (5) calendar days of Landlord's Approval ("Tenant's Permit Application"). Tenant's Improvements shall be completed not later than _____ (____) calendar days after the later of (i) the Turnover Date, or (ii) issuance of all governmental permits necessary for commencement of Tenant's Improvements. Tenant's failure to abide by the deadlines for Tenant's Delivery or Tenant's Permit Application which results in the submission of Tenant's Permit Application more than forty-five (45) days after the date of this Lease shall result in an equal shortening of the Rent Commencement Date. For example if, through no fault of Landlord, Tenant submits Tenant's Permit Application forty-six (46) days after the date of this Lease, the Rent Commencement Date shall be _____ (____) days after the later of (i) the Turnover Date, or (ii) the issuance of governmental permits necessary for commencement of Tenant's Improvements. Any delay caused by Landlord, either through failure to timely deliver Landlord's Approval or by requiring changes or modifications to Tenant's working drawings shall not shorten the Rent Commencement Date provided that Tenant otherwise complies with the timing requirements in this paragraph.

5. The following shall apply to both the condition of the Premises at delivery, and Tenant's buildout obligations:

The Premise - Landlord shall provide the premises in loft condition meaning the following:

Floors will be trowel finished concrete left broom swept. The concrete floor is not designed to be a finished floor.

Exterior walls shall be finished by the Landlord in the following manner:

1. Complete exterior finish, metal studs – no interior finish.
2. Exterior windows will be anodized aluminum thermally glazed with tinted glass.

Insulation by Landlord – at perimeter walls only and ceilings directly below exterior space placed after all tenant wall electrical/mechanical improvements are completed and prior to tenant drywall. Tenant shall be solely responsible for insulation on interior spaces dividing the Premises.

Doors and Hardware – An entry door meeting the building standards, whether exterior or interior, shall be provided by Landlord initially. Additional doors wholly within the Premises space shall be provided by the Tenant at Tenant's cost and expense. Any door or hardware provided by Tenant shall be the same brand, type and quality as that provided by the Landlord unless a prior exception is made by Landlord in writing, which permission may be withheld for any reason in Landlord's sole discretion.

Ceiling provided will be exposed metal deck with fire-proof steel beams. No ceiling finishes are included.

Demising walls between respective tenant spaces:

1. Sheetrock, taped and sound protected but unfinished to the Premises.
2. Corridor walls shall be sheetrock, taped, soundproofed, and finished to the building standards. All corridors within the Premises shall be finished by tenant.

Lanais – will be complete with 40mil water barrier, concrete pedestal pavers, & planters with landscaping of the Landlord's choosing.

Plumbing – Cooling and Electrical

1. Electrical service is provided at a central source on each floor in the capacity normally required by all rental spaces. Electrical service shall be taken from the electrical control board to the leased space by the Tenant at Tenant's sole cost and expense.
2. Mechanical cooling source shall be provided by the Landlord as required for the leased space in a central location. Duct work and/or piping required from this source to and through the Premises shall be provided by the Tenant.
3. Any tenant plumbing requirements, i.e., hot and cold water or sanitary sewer and venting shall be the responsibility of the tenant. Mains and service facilities will be provided in central locations within the common areas to be connected to by the tenant.
4. Central restroom facilities meeting the Hawaiian building codes will be provided on each floor for the use of the general public by the Landlord.

5. Fire safety system shall be provided and installed by the Landlord to code but without account of Tenant's subsequent improvements or subdivision of any respective Tenant Premises.

Fire sprinkler system shall be provided by the Landlord. Spaces shall include minimal fire sprinkler heads and fire extinguishers, no fire extinguisher cabinets. Tenant will need to add/redistribute as necessary per wall layout and code. Tenants responsible to redistribute per their wall layout and per code.

6. Special Conditions – Special loading – The building is designed I.A.W., Hawaii current codes and regulations. Should any tenant require additional columns or floor load increases due to special equipment, this cost shall be borne by the tenant.

RESERVATION AGREEMENT RIDER

Reservation Agreement. Landlord and Tenant hereby agree that this Lease is a reservation only and not a binding contract. Landlord and Tenant agree that this Lease shall automatically terminate in the event that a confirmation of the Lease including any amendments to the Premises as may be required based upon the final construction of the Building and incorporating all of the necessary terms and provisions pertaining to the same (the "As-Built Construction") is not entered into between Landlord and Tenant within forty-five (45) days of the Landlord obtaining all building permits necessary to complete the Building. The Parties each acknowledge that they are under a general obligation of good faith to agree upon a final Lease within said time.

Security Deposit Under Reservation Agreement. Upon the full execution of this Lease by all parties, Tenant shall make a deposit with Landlord of the "Security Deposit" as set forth in the Lease. In addition to the general obligations under the Lease, the Security Deposit shall secure Tenant's obligations under this Rider

Lease Agreement. Landlord and Tenant hereby agree that the Lease Agreement to be entered into between the parties within the referenced 45 day period shall be in the form of the Lease to which this Rider is attached and shall be further subject to the following terms:

- a. The agreement of Tenant to be bound by the Lease shall not become binding unless and until the Building receives final permitting and approval for construction from the County of Maui and any other necessary governmental agency which allows Landlord to proceed with construction based on approved plans ("Governmental Approval") Landlord shall provide Tenant with written notice of the issuance Governmental Approval
- b. Tenant acknowledges that as part of obtaining Governmental Approval, or as part of construction itself, the building configuration and features may change. Provided that Tenant's intended Premises is not materially reduced in size, such alteration shall not give rise to a right to terminate or refuse to honor the Lease on the part of Tenant. For the purposes of this paragraph, a material reduction shall be a reduction in space of 10% or more.
- d. Landlord reserves the right to terminate the Lease if Governmental Approvals are not obtained within one (1) year of the date of the Lease to which this Rider is attached, or if Substantial Completion of Landlord's Work, is not realized within two (2) years thereafter.