

SUBJECT TO CHANGE

EXHIBIT D

NĀ LAMA KUKUI ("NLK") COMMON AREA RULES AND REGULATIONS

The common area rules and regulations have been prepared to assist tenants in answering questions about the management and operation of the common areas of NLK

This information is not intended as a substitute for the NLK lease (hereinafter "Lease"). As provided in the Lease, landlord may promulgate reasonable rules and regulations with respect to the Common Areas of NLK, which shall be binding upon the tenants, the same as if incorporated in the Lease.

It is hoped that these NLK "Rules and Regulations" will be informative and helpful to the tenants and their employees and those persons authorized to use Common Areas by Landlord.

SECTION I PAYMENTS

1. OPERATING EXPENSES are to be paid the first of each month together with the Minimum Rent in accordance with the Lease Provisions.

SECTION II COMMON AREAS

1. ROADWAYS AND WALKWAYS. No person shall use any roadway or walkway except as a means of ingress to the tenant establishments and parking areas within NLK. Such use shall be in an orderly manner in accordance with directional and other signs or guides. Roadways shall not be used at a speed in excess of fifteen (15) miles per hour and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers. No walkway shall be used for other than pedestrian travel, unless express prior permission has been given by Landlord.
2. PARKING AREAS. Unless otherwise provided by Landlord in a separate agreement, no person shall use any parking area except for the parking of motor vehicles during the period of time such person or occupants of such vehicles are customers or business invitees of the tenant establishments within NLK. All motor vehicles, customers' or otherwise, shall be parked in an orderly manner within the painted lines defining the individual parking places. No trucks or delivery vehicles shall be parked in a customer parking area. Parking regulation notices may be posted at all entrances to NLK.
3. LOADING AREAS AND TRUCK CONCOURSE. No person shall use any loading area, truck concourse or other area reserved for use in connection with the conduct of business except for the specific purpose for which permission to use such area is given. No vehicles may be parked in the truck concourse at any time.
4. EMPLOYEE PARKING. The merchants are reminded that:
 - a. Parking is for CUSTOMERS.
 - b. Parking for employees is an ACCOMMODATION, and is subject to restriction, relocation or termination.

The close-in parking spaces are provided for the convenience of NLK customers and the occupancy of these spaces by employees results in loss of business to businesses throughout NLK.

The Landlord shall have the right but shall have no obligation to designate NLK employee parking areas. However, if so designated, employees are required to use these areas for parking, and must have a current NLK parking sticker, if any, affixed to their car. Parking applications and stickers, if required, will be issued by NLK's property management company to employees via their respective employers. Tenants shall promptly advise Landlord of the names and auto license numbers of each new employee and of each employee whose employment is terminated. No employee of any tenant in NLK shall use any area for motor vehicle parking except the area or areas, if any, specifically designated for employee parking for the particular period of time such use is to be made.

SECTION III
RECEIVING AND DELIVERY OF GOODS

LIMITED TO LOADING AREAS AND TRUCK CONCOURSE. All receiving and delivery of goods and all removal of garbage and refuse shall be made through the loading areas and truck concourse, if any, as designated by Landlord. For any exceptions to this rule, the tenant must receive the prior written consent of Landlord. The tenant shall not permit any goods or merchandise to be deposited or stored on any sidewalk adjacent to its premises or in the common area. Merchandise or other property shall not be stored in any loading area or service passageway.

SECTION IV
DISPOSAL OF REFUSE

1. **REFUSE HANDLING.** All refuse, trash, garbage, etc. must be deposited in the trash bins in the designated area. Tenants may not store refuse or other property in the service passageways, truck concourse or in the loading areas. All wet garbage must be bagged in a leak-proof bag, sealed and carefully placed in bins to assure against breakage.

Paper boxes and crates shall be dismantled before depositing them in trash bins. Only refuse generated by tenants operations within NLK may be deposited in the trash bins. Grease disposal is the responsibility of the tenant, and grease waste is not to be placed in the trash bins.

Trash bins provided in the Common Area are not to be removed by tenants at any time.

2. **CHARGES.** If arrangements are made by Landlord for refuse removal by private contractor, then each tenant will be billed monthly for a proportionate share of the cost.

SECTION V
MERCHANDISING OPERATIONS

1. **TEMPORARY WINDOW SIGNS.** NLK Lease prohibits the affixing of any type of temporary sign to the exterior or interior surfaces of the store windows or store fronts. This applies to all window decals, including credit card, alarm service and -store hours. Decals may be affixed to a free standing plaque and placed in the window if necessary.

At no time may exposed neon signs be used in any show windows. The Lease also prohibits any flashing signs, moving signs, exposed neon, exposed incandescent bulbs, or similar advertising media which are deemed injurious to the character of NLK in or on any store front or show window glass in NLK.

2. MAINTENANCE. Each tenant shall at all times keep his Leased Premises (including exterior entrances, all glass, show window molding, doors, lighting and appurtenances thereof) in good order, condition and repair.

All such related work that is performed outside the store (including window cleaning) must be conducted during non-store hours. Proper measures should be taken to ensure that surrounding surfaces are kept clean, dry and safe in the course of such work.
3. MERCHANDISING IN COMMON AREAS. Merchandising is restricted to the Leased Premises.
4. STORE LIGHTS AND SIGNS. The retail tenants shall keep the display windows and signs lighted until 9:30 p.m. every night.
5. HOURS OF OPERATION. The current hours of operation are: Monday through Friday – 7 a.m. to 10 p.m.; Saturday – 9 a.m. to 6 p.m.; and Sunday – 9 a.m. to 3 p.m. NLK hours of operation shall be reasonable hours at the Landlord's sole discretion as determined from time to time. Landlord reserves the right to implement various hours of operation for different tenants by separate agreement which may require payment by tenants of additional Operating Expenses and other charges associated with such extended hours of operation.
6. HOLIDAYS. NLK tenants will observe the following holidays and normal Landlord provided services in NLK will not be provided on such days:

NEW YEAR'S DAY, THANKSGIVING DAY, EASTER, and CHRISTMAS DAY.

SECTION VI
SECURITY

1. ACCIDENTS. Each tenant shall immediately report to Landlord any information obtained by tenant concerning any accident occurring on the tenant's Premises or in the Common Areas involving damage to property or personal injuries.
2. LOST AND FOUND. Employees should contact NLK's property management company.

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EXHIBIT E

NĀ LAMA KUKUI BUILDING CONSTRUCTION STANDARDS

This Exhibit outlines the Landlord's and Tenant's construction responsibilities in the Nā Lama Kukui ("NLK"). To insure that a pleasant and harmonious atmosphere for conducting business is maintained for the entire NLK, this Exhibit also outlines the minimum specifications for all construction work, whether done by the Landlord or Tenant.

The Exhibit is divided into the following sections:

- I Landlord's Construction Work
- II Tenant's Construction Work
- III Minimum Specifications

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I. LANDLORD'S CONSTRUCTION WORK

Landlord has provided the improvements described in this section.

A. Building Structure and Site Improvements

- 1. Access roads and paved parking areas
- 2. Paved walkways
- 3. Landscaping

B. Utilities

- 1. Water supply system, including domestic water supply mains and shut-off valves. Water is not provided to each tenant space; the provision of water requires a separate agreement between Landlord and Tenant regarding the nature and extent of such services and costs to be paid by Tenant.
- 2. Sewer system, including mains and drainage systems for common areas. Sewer and drainage systems are not provided to each tenant space; the provision of sewer and drainage services requires a separate agreement between Landlord and Tenant regarding the nature and extent of such services and costs to be paid by Tenant.
- 3. Cooling system, including a cooling tower with a main supply and return distribution loop with stubs at designated intervals. Landlord shall determine, in its sole discretion, the type of cooling system, if any, that will be provided to each tenant space, and such system shall be the only one that Tenant may use unless otherwise agreed to in writing by Landlord. The cost of operation and maintenance of the cooling system serving Tenant's premises will be shared on a pro rata basis, to be determined in Landlord's sole discretion.

4. Electrical system.
 - a. Landlord will provide the primary distribution system and main service feeder conduit to the nearest practical ceiling, wall or floor of Tenant's premises, the location of which will be at Landlord's sole discretion.
 - b. In Landlord's sole discretion, the electricity to be provided to Tenant's premises will be either 120/208 volts, 3-phase 4-wire or 277/480 volts, 3-phase, 4-wire. If a 277/480 volt system is provided, then Tenant will provide a step-down transformer at Tenant's sole expense.
 - c. Power capacity of feeder line from meter board (or other final point of secondary distribution) to Tenant's premises shall be sufficient to supply 3,000 watts per 1,000 square feet of leased area unless otherwise agreed in writing between Landlord and Tenant.
 - d. Landlord shall provide one meter socket per HECO requirements for 100 to 175 amp maximum.
 5. Landlord has the right to locate utility mains and other facilities within Tenant's premises, when such location is dictated by good engineering design, practice and/or code requirements. An effort will be made to locate utility mains so as to cause the minimum of interference with the Tenant but no commitment is made to this effect. These utilities may include but are not limited to drains, water supply, sewage lines, gas service, electric power, telephone, cable TV, electric panelboards, sanitary vents, and fresh air supply ducts. Landlord has the right to locate cooling towers on the roofs over Tenant's premises, and reinforce structure where necessary.
- C. Common Areas
 1. Garbage disposal system, including receptacles for tenants' rubbish and garbage removal service, at various locations in designated areas. Tenant will be responsible for collecting and placing its rubbish and garbage in the appropriate receptacles. Collection costs will be part of the Common Operating Expenses shared by tenants.
 2. Fire protection system, including a sprinkler and alarm system, in accordance with governmental requirements.
 3. Sanitary facilities, including common area employee and public toilets.
 4. Lighting in corridors, toilets, and parking areas.
 - D. Interior Work
 1. Landlord will provide the dividing stub partition between tenants' premises. Tenant will provide the gypboard wall on its side of the stud partition.
 2. Tenant is responsible for all other construction of improvements in its Premises. If there are existing improvements, then Tenant accepts the improvements in their "as is", "where is" condition.

II. TENANT'S CONSTRUCTION WORK

Tenant shall pay for construction and installation of the work described in this section. Tenant may construct its storefront and interior finish to its own designs, providing such designs comply with the minimum specifications of Division III of this Exhibit "E" and have received the prior written approval of Landlord. Notwithstanding the above, for the purpose of separating adjoining storefronts, the Landlord reserves the right to construct "separator" strips at the exterior ends of dividing walls, or may adjust the Tenant's design to provide an attractive juncture with adjoining fronts. Tenant shall

reasonably change its designs to either meet the separation strips or the adjoining fronts, as determined by Landlord. All Tenant's work is subject to Landlord's approval.

A. Work to be Performed by Tenant

1. Gypsum board on its side of partition walls; plus all interior walls, doors, hardware, painting, paper and paneling, and ceiling.
2. Floor coverings.
3. Show window and/or storefront.
4. Trade fixtures and furnishings.
5. Plumbing system within leased premises (if allowed by Landlord), including the extension of all vents to atmosphere through other premises, and connection to existing service supply lines, which connections must comply with local plumbing codes and be approved by Landlord.
6. The ventilation system within the leased premises. Any extension of Tenant's fresh air shaft, fresh air source or exhaust ducts up through roof or to and up through air shaft if such shaft is provided by Landlord shall not be permitted except upon Landlord's prior written consent in Landlord's sole discretion.
7. If any cooling system is utilized by Tenant, Tenant must install and connect the cooling system within Tenant's Premises to the cooling system provided by Landlord. Tenant's work will include condenser water-type air conditioning system, branch condenser water supply, and return pipe to stub-out located at main distribution line and other necessary appurtenances, including but not limited to gate valve at stub out and a temperature control system. No other cooling system is allowed without Landlord's prior consent, in Landlord's sole discretion.
8. Panel boxes for electrical service, electrical distribution equipment, meter and all branch circuits for Tenant's mechanical equipment, including all wiring and connections, electrical plug receptacles and lighting fixtures, branch circuits and wiring.
9. Telephone and interior communication system and service.
10. Fire alarm within Tenant's premises.
11. Interior gas piping and meter, if available pursuant to separate agreement with Landlord, and connection to gas service line for leased premises.
12. Burglar alarm system.
13. Any repairs or alterations to the building structure or site improvements or common area caused by Tenant's work such as holes, attachments for equipment, duct shafts.
14. Exterior signs and interior signs, branch circuits and wiring, subject to Landlord's approval. Exterior signs shall be subject to Landlord's approval.
15. All other items of interior work in Tenant's premises in excess of or not specifically included in Landlord's work.

B. Procedures for Obtaining Landlord's Approval

1. Detailed plans and specifications for all Tenant's Work shall be submitted to Landlord for approval to allow adequate time for Landlord to review the plans and for any revisions to be made to the plans as indicated by Landlord. The plans shall cover all of the work being proposed by Tenant, including without limitation:
 - (a) Floor finishing.
 - (b) Suspended, finished ceiling unless otherwise permitted by Landlord in its sole discretion.

- (c) Plaster on walls.
- (d) Interior ventilating.
- (e) Interior electric wiring.

Tenant shall provide additional information upon request:

- 2. The design of all work and installations undertaken by the Tenant shall be subject to approval by Landlord or Landlord's Architect and Tenant shall make reasonable revisions to his plans and specifications when requested by Landlord or Landlord's Architect.
- 3. Work shall be done by a licensed contractor approved by the Landlord and Tenant.
- 4. Plans and specifications must comply with minimum specifications of Division III of this Exhibit.
- 5. No work shall be done by the Tenant or Tenant's contractor prior to issuance of Landlord's written approval of the plans and specifications and Landlord's notice to proceed.

III. MINIMUM SPECIFICATIONS FOR TENANT'S WORK

A. General. Plans, specifications and construction shall:

- 1. Comply with applicable laws and codes.
- 2. Comply with the general character of NLK.
- 3. Comply with the applicable standards of the National Board of Fire Underwriters (N.B.F.U.); the National Electric Code (N.E.C.); the American Gas Association (A.G.A.) and the American Society of Heating and Air Conditioning Engineers (A.S.H.A.E.); City and County of Honolulu Building, Plumbing & Electrical Codes; City and County of Honolulu Sign Ordinance and all other applicable government regulations in effect at the time of construction. If any of these specifications are in conflict with the foregoing regulations, such regulations shall control.
- 4. Be constructed according to a reasonable time schedule, and in accordance with the Lease provisions.
- 5. Quality of workmanship and materials shall be in conformity with generally accepted construction principles.
- 6. On completion, all facilities shall be in full use without defects to the satisfaction of Landlord or Landlord's Architect.
- 7. Landlord reserves the right to require warranties from persons performing the work and supplying equipment.
- 8. Landlord reserves the right to require performance and lien bond from contractors and contractors shall be required to work in harmony with NLK's operation. Also, such other contractors shall show evidence of good labor relations, and in the event labor disputes disrupt their work, the Landlord reserves the right to require that the Tenant terminate his contract with said contractors.

B. Structure

- 1. Tenant's alteration work shall not damage the structure of the building.
- 2. Cutting and patching shall match existing work.

C. Floors

- 1. First Floor
 - (a) Concrete shall be 3000 psi at 28 days.
 - (b) Reinforcing shall be wire mesh, 6" X6", Number 10, A.W.G. wire.
 - (c) Minimum thickness 4" unless otherwise authorized in writing by the Landlord.
 - (d) Compacted base course of material and thickness approved by the Landlord.
- 2. Second Floor

- (a) Plans for any desired structural alterations must be stamped by a licensed structural engineer at Tenant's expense and submitted to Landlord's architect for written approval prior to commencement of any such alteration.
 - (b) Note: Tenant must return space to Landlord in the same condition as existed in at the commencement of Tenant's original lease for that space, reasonable wear and tear expected.
- D. Ceiling -- Minimum clear height shall be 7'6".
- E. Interior Finishes -- Landlord reserves the right to require that the interior finish and color of walls, floors, ceilings, show windows, fixtures, partitions, paneling, stairs and interior signs shall be reasonably harmonious with general character of NLK and with adjoining stores.
- F. Storefronts -- Storefronts shall be subject to Landlord's approval in all respects whatsoever, including, but not limited to, style consistency, materials, color, location, operation, maintainability, quality, and safety.
- G. Sprinklers -- If Tenant's work alters the protection afforded by any sprinkler system installed by Landlord and/or results in increased insurance rates, Tenant shall make and provide proof to Landlord that Tenant made necessary alterations to the sprinkler system to afford the same level of protection and insurance rates, and meet all codes as the building would have enjoyed prior to Tenant's work.
- H. Electrical Work and Fixtures
- 1. Electrical work and materials shall conform with the applicable Electrical Code.
 - 2. All conductors shall be copper.
 - 3. Lighting branch circuit panelboards shall be circuit-breaker type. Power panels may be circuit-breaker type or hinged fusible unit type.
 - 4. All wiring in finished area, including lighting, power, telephone, communication and signal systems shall be concealed, unless otherwise approved by Landlord.
- I. Projections above roof -- No projections of any nature will be allowed above the roofs or marquees except in areas specifically designated by Landlord or Landlord's Architect. All projections must be approved by Landlord in writing prior to construction.
- J. Exterior Signs -- Exterior signs (including all signs outside of the Premises, whether on the interior or exterior of the building) are subject to Landlord's prior written approval and governmental regulation. Signs must generally be in harmony with the character of NLK and adjoining storefronts. Other guidelines for exterior signs are:
- 1. Projection of the sign from Tenant's leased storefront line shall not to exceed 6", and the height shall be high enough to clear heads of pedestrians.
 - 2. The size of the sign shall be appropriate to the size of the storefront, position within NLK and/or parking lot.
 - 3. Wording shall be limited to a brief identification of store name and business only.
 - 4. Temporary signs on storefront, including those that are lettered, written, or printed on paper, cardboard, board or glass, are prohibited.
 - 5. Moving signs are prohibited.
 - 6. Flashing lights, moving lights, exposed neon tubing on storefronts or inside the glass windows and exposed incandescent lamps, are prohibited.
 - 7. Sign supports, wiring, transformers and lamps and tubes shall be concealed whenever possible.
 - 8. Consistency and style shall conform to Landlord's standards as they are set from time to time.