

## Exhibit D

### LANDLORD-TENANT FITTING-UP RESPONSIBILITIES KAILUA TOWN CENTER-3, RETAIL SHOPS

This Exhibit confirms in writing the construction responsibilities of both Landlord and Tenant for the Premises.

#### I. LANDLORD FITTING-UP OBLIGATIONS:

The Premises shall be delivered by Landlord to Tenant in Shell Condition, as defined below. The cost and installation of all other improvements to the Premises shall be the sole responsibility of Tenant. If an improvement or work to be done is not specifically identified below as part of the Shell Condition, then Tenant, not Landlord, is solely responsible for the same and the definition of Shell Condition shall be construed in favor of Landlord to specifically limit the improvement to be constructed or installed by Landlord. Without limiting any provision in this Lease, upon the delivery of the Premises in Shell Condition to Tenant, or upon commencement of Tenant's Work, Tenant shall be deemed to have accepted the Premises in "as is" condition.

A. Landlord's Responsibility- For purposes of this Lease, the "**Shell Condition**" of the Premises shall be as follows:

1. Building Shell- Landlord shall provide the structural frame of the building, exterior walls, roof structure and membrane, concrete floor slab (Unless the Landlord and Tenant mutually agree to leave all or a portion of the slab out), glass storefront (if applicable) and front door.

2. Demising Walls- Interior demising walls shall be of either unpainted masonry or metal studs without drywall. Tenant to provide all finishes, including drywall, insulation, taping, sanding and painting, to the interior (Tenant Premises side) on these walls.

3. Fire Protection- Landlord shall install an automated fire sprinkler system with heads turned up to the structure. Tenant shall make modifications as required to adjust heads to specific space requirements.

4. HVAC- Landlord shall provide air conditioning per Landlord's building design adequate for a typical commercial space at a standard rate of one (1) ton for each 250 square feet of interior space. Tenant to supply power, disconnect switch, controls and all interior ducting.

5. Water & Sewer- Landlord to provide water and sewer stub into each Tenant space. Tenant to provide "remote reading sub meter" with remote counter located in an easily accessible space, either within in the Tenant space or a space within the building

identified by Landlord, for management company's periodic reading. Tenant shall be responsible for all water and sewer within the Premises.

6. Electrical Service Main- Landlord shall provide a HECO meter socket rated for 100 amp, 480Y/277V, 3 phase, 4 wire. Tenant shall make arrangements with the local utility to provide an electric meter for the Premises within the main electric room, at Tenant's sole cost and expense.

7. Electrical Service Distribution- For Tenants of suites 200, 210, and 220, (designated as A,B,C on electrical plans), Landlord shall provide a 100 amp, 480Y/277V, 3 phase, 4 wire, 18 circuit panel, associated conduit stubs into the space, for Tenant's HVAC and lighting loads. Landlord shall provide a 30KVA 480V-208Y/120V, 3 phase, 4 wire, step down transformer. Landlord shall provide a 100 amp, 208Y/120V, 3 phase, 4 wire 42ckt panelboard (with 18 each 20 amp circuit breakers), 10 each ¾" conduit stubs into the space. This equipment will be located in the maintenance corridor adjacent to each tenant's back door. Tenants will be responsible for their own branch circuiting.

For Tenants of suites 110, 120, and 130, (designated as D,E,F on electrical plans), Landlord shall provide a 100 amp, 480Y/277V, 3 phase, 4 wire, 18 circuit panel, associated conduit stubs into the space, for Tenant's HVAC and lighting loads. Landlord shall provide a 30KVA 480V-208Y/120V, 3 phase, 4 wire, step down transformer. Landlord shall provide a 100 amp, 208Y/120V, 3 phase, 4 wire, enclosed circuit breaker, 2" conduit stub into the space, for tenants 110, 120, and 130. This equipment will be located in the east sub-electric room. Tenant will be responsible for their 208Y/120V panelboards and all branch circuiting.

8. Lighting Fixtures- Tenant shall be responsible for all lighting fixtures within the Premises.

9. Telephone/CATV/Broadband- Landlord shall provide an empty conduit and pull-string for telephone, CATV and Broadband (if available to building) from the main electrical room to the perimeter of the Premises per Landlord's plans. Landlord will provide for the main telephone backboard for the building. Tenant shall be responsible for all telephone, CATV and broadband cabling from the main telephone backboard into and throughout the Premises.

10. Gas Service- Landlord will stub gas service to the Premises. If Tenant wants service they will make arrangements directly with the utility company.

11. Signage- Landlord has final approval of the design of the exterior sign and signage lighting. Tenant to pay for the fabrication, permitting and installation of the sign and any signage lighting at a location approved by the Landlord.

12. Trash- Landlord shall provide a trash enclosure within 1,500 feet of the Premises.

## TENANTS FITTING-UP OBLIGATIONS

A. Tenant's Responsibilities- Tenant will, at its sole expense, be responsible for any and all work not indicated herein as Landlord's responsibility which is necessary or desirable for the operation of Tenant's business in the Premises. All of tenant's work shall be done by a reputable contractor(s) licensed to do business in the State of Hawaii, shall obtain all the required building permits and shall be performed in accordance with plans and specifications for such work as approved by Landlord prior to commencement thereof. Tenant shall not commence any work unless they have provided to Landlord a completion bond for the work and evidence of adequate insurance as specified by the Landlord. Tenant's work shall include, but not be limited to, the following:

1. All interior work within the Premises including but not limited to the finishing of interior-side of demising walls; all interior partition walls and doors; insulation; the drop ceiling; the flooring system; the interior air-conditioning system (including ducting, vents and controls); the interior electrical system (including electrical panel, wiring, outlets, light fixtures); the interior telephone/CATV/Broadband system; the interior plumbing and sewer system, (including fixtures), the interior Fire Protection system; and all interior finishes (such as painting, carpeting, wall covering, sheet vinyl, tile, wood flooring).

2. Tenant shall also be responsible for making, at its sole expense, the connections of all the various utilities (e.g. electrical, water, sewer, etc) to the stub-outs provided to the Premises by the Landlord in a manner and at a place approved by Landlord. Any roof penetrations or floor penetrations are Tenant's responsibility and shall be approved in advance by Landlord as to location and means. There shall be no fasteners into window frames.

3. Any additional special electrical wiring, power demands, plumbing, air conditioning, ventilation, security control systems, or access requested by Tenant shall be approved by Landlord, with Landlord having sole authority to deny such request without reason, and shall be at Tenant's sole expense.

4. Trade fixturization, telephone, cash register, furniture, business equipment, miscellaneous interior decorum or decorative work.

5. The permitting and installation of properly sized grease interceptor, if applicable, in accordance with City & County of Honolulu wastewater regulations and all other applicable laws and regulations will be the responsibility of the Tenant. Tenant shall be responsible for the cost of archaeological monitoring of any excavation required for the installation.

6. Installation of bathroom facilities within Premises.

7. Any items specified in Landlord's Fitting-Up Obligations above which as designated as Tenant's responsibilities.

8. Tenant shall maintain on its Premises, during the entire construction period, adequate portable fire extinguishers of the type and size required by the Fire Marshall and any other health and safety requirements imposed by the relevant government agencies.

9. All Tenant construction activities shall be during normal business hours unless authorized in advance by the Landlord and shall minimize disturbances on the surrounding existing tenants in the building.

B. Landlord Inspection- The Premises will be inspected periodically by Landlord, for compliance with Landlord's requirements as set forth in this Lease and in accordance with Landlord approved working drawings. Any unauthorized construction or work not acceptable to Landlord's architect or any government agency having jurisdiction over the work shall be corrected at Tenant's sole expense.

C. Punchlist- At the completion of the Tenant's construction of the Premises, Tenant's representative and Tenant's contractor(s) will meet, conduct a final inspection and prepare a "punchlist", which will enumerate any areas of construction, fixturing or merchandising that are not in accordance with Tenant's "Landlord approved" drawings or this Lease. Tenant shall be solely responsible to correct these "punchlist" items.

D. Landlord's Certificate of Acceptance- Upon the acceptance of Tenant's construction, fixturing and punchlist work, Tenant will secure a certificate of acceptance of the Premises by Landlord. The securing of such a certificate shall be contingent upon all of the following;

1. The satisfactory completion by Tenant of the work to be performed by Tenant under this exhibit. Tenant shall give notification of such completion accompanied by the certification of Tenant's architect and engineer(s) that the work in place conforms in all respect to the working drawings and specifications previously approved by the Landlord.
2. Landlord's assurance that all contractor's, suppliers, architects, engineers, employees and agents involved in the construction of the Premises have been paid for their services with Tenant providing the necessary lien releases, waivers and the publication of the certificate of completion.
3. The submittal to Landlord with one (1) set of "as-built" drawings on 24" x 36" reproducible mylars.
4. A certificate of occupancy issued from the City & County of Honolulu for the Premises.

(7.06.10)