



STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION  
869 PUNCHBOWL STREET  
HONOLULU, HAWAII 96813-5097

FORD N. FUCHIGAMI  
DIRECTOR

Deputy Directors  
JADE T. BUTAY  
ROSS M. HIGASHI  
EDWIN H. SNIFFEN  
DARRELL T. YOUNG

IN REPLY REFER TO:

Board of Land and  
Natural Resources  
State of Hawaii  
Honolulu, Hawaii

AGREEMENT AND AMENDMENT TO AGREEMENT  
CONSENTING TO SUBORDINATION OF LESSOR'S RIGHTS IN PERSONAL PROPERTY  
FOR FINANCING PURPOSES IN STATE LEASE NO. DOT-A-13-0017  
ISSUED TO SO ONO FOOD PRODUCTS, LLC,  
TO ALASKA GROWTH CAPITAL BIDCO, INC., AS LENDER  
UALENA STREET, HONOLULU INTERNATIONAL AIRPORT  
TAX MAP KEY: (1) 1-1-014:103, 113, 114

OAHU

LEGAL REFERENCE:

Section 261-7 and 171-59, Hawaii Revised Statutes.

LESSEE:

So Ono Food Products, LLC, a Hawaii limited liability company, whose business address is 3129 Ualena Street, Honolulu, Hawaii, 96819

LENDER:

Alaska Growth Capital BIDCO, Inc., an Alaska corporation, whose business address is 3301 C Street, Suite 100, Anchorage, Alaska 99503.

LOCATION AND TAX MAP KEY:

Portion of Ualena Street, Honolulu International Airport, Honolulu, Island of Oahu, identified by Tax Map Key: 1<sup>st</sup> Division, 1-1-014:103, 113, 114

LEASE AREA:

All that land located at 3129 Ualena Street, covered under State Lease No. DOT-A-13-0017 (Lease), a short form of which is attached hereto as a part of Exhibit A".

LESSOR’S SUBORDINATED RIGHTS IN LEASE:

Rights set forth in Article I. Definitions , S. "Personal Property" and defined as follows:

“Personal Property” means and consists of any kind of property that is temporary or movable property and not real property, and shall include but not be limited to any and all trade fixtures, office and business furnishings, decorations, equipment and furniture, draperies, grease racks, piping, movable display cases and shelving, movable appliances and drinking fountains, communication instruments (including, without limitation, all telephone, radio, telegraph, computer, wireless, cellular, and television) and antenna, window air conditioning units, portable heaters, and other temporary or movable goods or chattels owned, purchased, and/or installed by LESSEE, and other similar articles or chattels not firmly or permanently affixed or attached to the Premises (as defined in the Lease) and/or Leasehold Improvements (as defined in the Lease) situated thereon.

REMARKS:

It was brought to the attention of the State of Hawaii, Department of Transportation (DOT), by the Land Division Administrator for the State of Hawaii, Department of Land and Natural Resources, that the Agreement and the Amendment to Agreement (Agreements) require Land Board approval. Although DOT believes that the subordination of DOT’s liens and rights in personal property as collateral in the Lease do not impact DOT’s rights to real property, DOT, however, submits the Agreements to the Land Board as a precautionary measure that it is not in violation with any statute requiring the Land Board’s approval for the purposes of the Agreements.

DOT had previously entered into Agreement dated June 1, 2015 (attached as Exhibit A), in which it consented to the subordination of its rights and liens to personal property in the Lease for an equipment loan dated April 21, 2015, in the amount of \$2,120,000.00, made by and between the LESSEE and LENDER. On the basis that this transaction was similar to a Consent to Mortgage, DOT believed that the said Agreement dated June 1, 2015 did not require the Land Board’s approval, and routed it directly to the Land Board Chairperson for signature.

LESSEE and LENDER now plan to enter into a similar equipment loan, this time, in the amount of \$318,000.00. A second agreement (Agreement) was made, under which DOT is willing to consent to subordinating its rights and liens to personal property as collateral in the Lease as it did in the said Agreement dated June 1, 2015.

While working on the said Agreement with the LENDER, DOT discovered that the LESSEE's "Short Form Lease" was attached as "Exhibit A" to the first Agreement dated June 1, 2015, which, instead, should have been an exhibit describing "personal property collateral". Therefore, an Amendment to Agreement was made to replace the "Short Form Lease" with a description of "Personal Property" as "Exhibit A".

RECOMMENDATION:

That the Board approve and authorize the State of Hawaii, Department of Transportation to enter into an Agreement and an Amendment to Agreement with So Ono Food Products, LLC and Alaska Growth Capital BIDCO, Inc., as hereinabove outlined, subject to: (1) terms and conditions hereinabove outlined, which are by reference incorporated herein; and (2) such terms and conditions as may be prescribed by the Director of Transportation to best serve the interests of the State of Hawaii.

Respectfully submitted,



FORD N. FUCHIGAMI  
Director of Transportation

APPROVED FOR SUBMITTAL:



SUZANNE D. CASE  
Chairperson and Member



and noted on Transfer Certificate of Title No. 394,891, for the lease of that certain parcel of land situated at 3129 Ualena Street, Honolulu, Hawaii 96819, shown on Exhibit A, attached hereto and made a part hereof, together with all amendments, modifications, assignments, consents and extensions subsequent thereto (hereinafter the lease and all the amendments, modifications, assignments, consents, and extensions thereto collectively referred to as the "LEASE"), to LESSEE, as lessee;

WHEREAS, LESSEE has entered or will enter into that certain equipment loan in the amount of \$2,120,000.00, as evidenced by that certain promissory note dated 4-21-2015 (the "Loan"), from LENDER to LESSEE, as borrower; and

WHEREAS, LENDER has requested that STATE subordinate to the Loan its rights under the Lease as to that certain personal property described in Exhibit "A" attached hereto and made a part hereof;

NOW THEREFORE, in consideration of the mutual benefit accruing to the parties hereto and of other valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. STATE subordinates as to LENDER any and all liens against that certain property described in Exhibit "A", in which property LENDER has or will have a security interest given to LENDER by LESSEE as collateral for the Loan (the "Collateral"). Notwithstanding the above, LENDER's security interest in the Collateral shall not include Leasehold Improvements as defined in the Lease.

2. LESSEE consents to such subordination and hereby agrees that the subordination contained in this Agreement shall not in any manner impair, reduce, or affect any of the obligations of LESSEE under the Lease.

3. STATE agrees that in the event of any default by LESSEE under the Lease, it will not terminate the Lease without giving LENDER a fifteen (15) day written notice delivered by hand delivery or by certified mail of such action at the above address. LENDER shall have the right to cure such default during the fifteen (15) day notice period.

4. Except as provided herein, should there be any conflict between the terms of the Lease and the Loan, the former shall control; and, further, that except as provided herein, this Agreement shall not constitute a waiver of any of the terms, covenants and conditions of the Lease and, also, that no further loan affecting the Lease shall be made without the prior written consent of the Director of the State of Hawaii, Department of Transportation, being first obtained and endorsed thereon.

5. This Agreement shall terminate upon the earlier of: (a) thirty (30) days after the termination of the Lease, or (b) the removal of all of the Collateral from the leased premises. LENDER agrees to provide a written termination to the STATE of its extinguished security interest affecting the Collateral, and shall record in the Land Court any such termination in the Land Court to the extent necessary to remove any such security interest from the leased premises, within thirty (30) days upon the earlier of the removal of all of the Collateral from the leased premises or the termination of the Lease.

6. This Agreement shall for all purposes be construed in accordance with the laws of the State of Hawaii.

[Signatures on Following Page]

IN WITNESS WHEREOF, the STATE OF HAWAII, by the Director of the Department of Transportation, has caused the seal of the Department of Transportation to be hereunto affixed, and the parties hereto have executed these presents as of the 1st day of JUNE, 2015.

APPROVED AS TO FORM:-

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION

Marjorie A. Lau  
MARJORIE A. LAU  
Deputy Attorney General

By [Signature]  
FORD N. FUCHIGAMI  
Director of Transportation  
STATE

Dated: 5/20/15

ALASKA GROWTH CAPITAL BIDCO, INC.,  
an Alaska corporation

By [Signature]  
Jesse Tansler  
Its VP of Lending

By [Signature]  
Chris McGee  
Its President and CEO

LENDER

BOARD OF LAND AND  
NATURAL RESOURCES

SO ONO FOOD PRODUCTS, LLC,  
a Hawaii limited liability company

By [Signature]  
SUZANNE D. CASE  
Chairperson and Member

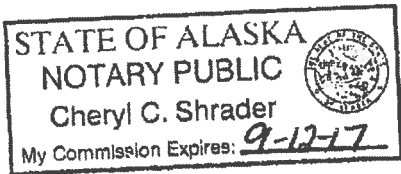
By: Fresh Foods Hawaii, Inc., a  
Hawaii corporation  
By [Signature]  
CORTIS LEFFLER  
Its PRESIDENT

LESSEE

ALASKA GROWTH CAPITAL BIDCO, INC., an Alaska corporation- Notary

STATE OF ALASKA )  
THIRD JUDICIAL DISTRICT ) SS.  
COUNTY OF )

On this 6<sup>th</sup> day of May, 2015,  
before me personally appeared Christopher C. Mcbee  
and Jesse Janssen, to me personally known,  
who, being by me duly sworn or affirmed, did say that such  
person(s) executed the foregoing instrument as the free act and  
deed of such person(s), and if applicable in the capacity shown,  
having been duly authorized to execute such instrument in such  
capacity.



Cheryl C. Shrader  
Notary Public, State of ALASKA

My commission expires: 9-12-2017



SO ONO FOOD PRODUCTS, LLC, a Hawaii limited liability company-  
notary

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

On this 30th day of April, 2015,  
before me personally appeared Curtis Wheeler,  
to me personally known, who, being by me duly sworn or affirmed,  
did say that such person executed the foregoing instrument as  
the free act and deed of such person, and if applicable in the  
capacity shown, having been duly authorized to execute such  
instrument in such capacity.

CS

Celli Ann  
Notary Public, State of Hawaii

My commission expires: 04/21/2017

CS

undated 4  
Agreement  
Celli Ann 4/30/15

262



STATE OF HAWAII  
OFFICE OF ASSISTANT REGISTRAR  
RECORDED

March 06, 2015 8:01 AM

Doc No(s) T-9195213  
on Cert(s) 394891  
Issuance of Cert(s)



/s/ NICKI ANN THOMPSON  
ASSISTANT REGISTRAR

1 1/4 SMC  
B-32596086

Conveyance Tax: \$39,065.50

9/

LAND COURT SYSTEM )

REGULAR SYSTEM

Return by Mail ( ) Pickup ( ) To:  
AGRICULTURAL LOAN DIVISION  
Department of Agriculture  
1428 S. King Street  
Honolulu, HI 96814-2512

TG: 201453474-L

Total Pages: 5

① L/C

Tax Map Key No.: (1) 1-1-014:103,113,114

SHORT FORM LEASE

STATE: STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION,  
by its Director of Transportation

LESSEE: SO ONO FOOD PRODUCTS, LLC,  
a Hawaii limited liability company

PREMISES: That certain parcel of land containing an area of 104,408 square feet, more or less,  
situated at Moanalua, Honolulu, City and County of Honolulu, Island of Oahu,  
State of Hawaii.

This SHORT FORM LEASE, is made this 24<sup>th</sup> day of February, 2015,  
by and between the STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION, by its  
Director of Transportation, hereinafter referred to as "STATE" and SO ONO FOOD  
PRODUCTS, LLC, a Hawaii limited liability company, whose business address is 3129 Ualena  
Street, Honolulu, Hawaii 96819, hereinafter referred to as "LESSEE".

EXHIBIT A

**WITNESSETH:**

The STATE and the LESSEE have entered into that certain unrecorded State of Hawaii, Department of Transportation, Airports Division, Facilities Lease No. DOT-A-13-0017, dated September 8, 2014 (the "Lease"), demising and leasing that certain building and land area/space situated at 3129 Ualena Street, Honolulu International Airport, as described hereinafter and delineated on Exhibit A, attached hereto and made a part hereof, together with all rights, easements, privileges, and appurtenances thereunto belonging or appertaining, upon and subject to all of the terms, covenants, and conditions set forth in the Lease, all of which terms and conditions are hereby made a part hereof, so fully and completely as if herein specifically set out in full:

Area/Space No. 005-105A, consisting of approximately 55,548 square feet,  
Area/Space No. 005-105B, consisting of approximately 16,880 square feet,  
Area/Space No. 005-105C, consisting of approximately 4,464 square feet,  
Area/Space No. 005-105D, consisting of approximately 792 square feet,  
Area/Space No. 005-105E, consisting of approximately 389 square feet,  
Building/Space No. 189-101, consisting of approximately 2,137 square feet,  
Building/Space No. 189-102, consisting of approximately 21,891 square feet,  
Building/Space No. 190-101, consisting of approximately 1,550 square feet, and  
Building/Space No. 283-101, consisting of approximately 756 square feet.

The land upon which said space is located is situated at Moanalua, Honolulu, City and County of Honolulu, Island of Oahu, State of Hawaii, described as Lot 3266, containing an area of 104,408 square feet, more or less, as shown on Map 412, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1074 of the Trustees under the Will and of the Estate of Samuel M. Damon, deceased, being the land(s) described in Transfer Certificate of Title No. 394,891 issued to the State of Hawaii.

The term of the Lease is a term of fifteen (15) years, commencing on December 1, 2014, and ending on November 30, 2029, unless earlier terminated in accordance with the provisions of the Lease.

STATE and LESSEE have entered into this Short Form Lease in order that third parties may have notice of the existence of the Lease and some of its specific provisions. This Short Form Lease is not a complete summary of the Lease. This Short Form Lease is not intended to amend, modify, or otherwise change the terms and conditions of the Lease. Provisions in this Short Form Lease shall not be used interpreting the provisions of the Lease. In the event of a conflict between this Short Form Lease and the Lease, the Lease shall control.

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

APPROVED AS TO FORM:

STATE OF HAWAII  
DEPARTMENT OF TRANSPORTATION

  
\_\_\_\_\_  
MARJORIE A. LAU  
Deputy Attorney General

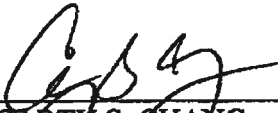
By   
\_\_\_\_\_  
FORD N. FUCHIGAMI  
Director of Transportation

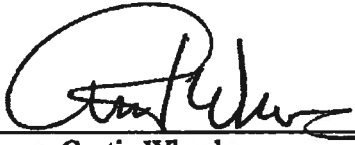
STATE

APPROVED:

BOARD OF LAND AND  
NATURAL RESOURCES

SO ONO FOOD PRODUCTS, LLC,  
a Hawaii limited liability company,

By   
\_\_\_\_\_  
CARTY S. CHANG  
Acting Chairperson

By   
\_\_\_\_\_  
Name: Curtis Wheeler  
Title: Its Authorized Signatory  
LESSEE

Approved by the Board  
at its meeting held on

08-09-13, Item M-2

STATE OF Hawaii )  
Citys )  
COUNTY OF Honolulu ) SS

On this 9<sup>th</sup> day of February, 2015, before me personally appeared Carlos Wheeler, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



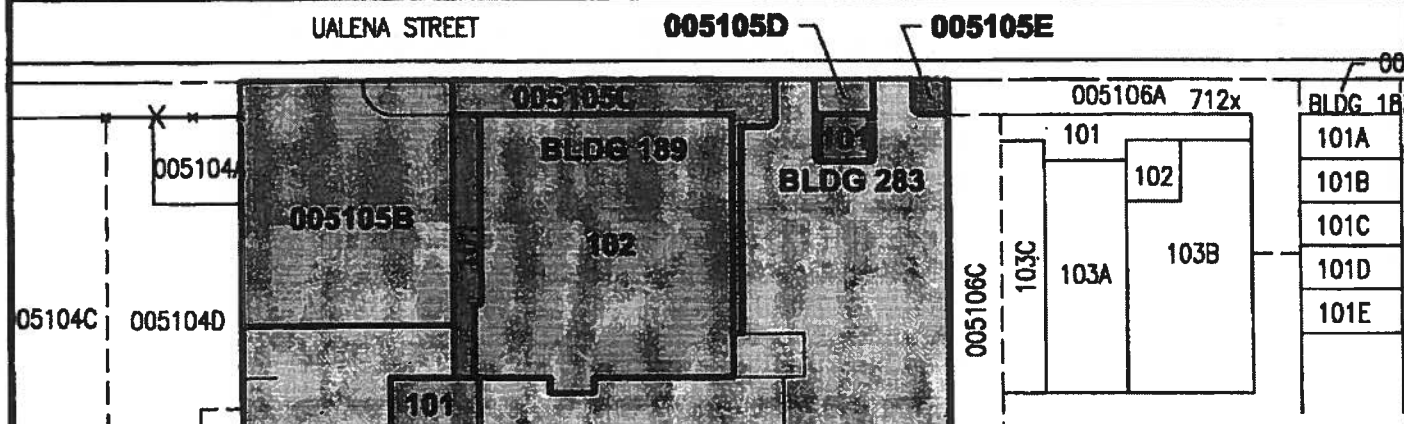
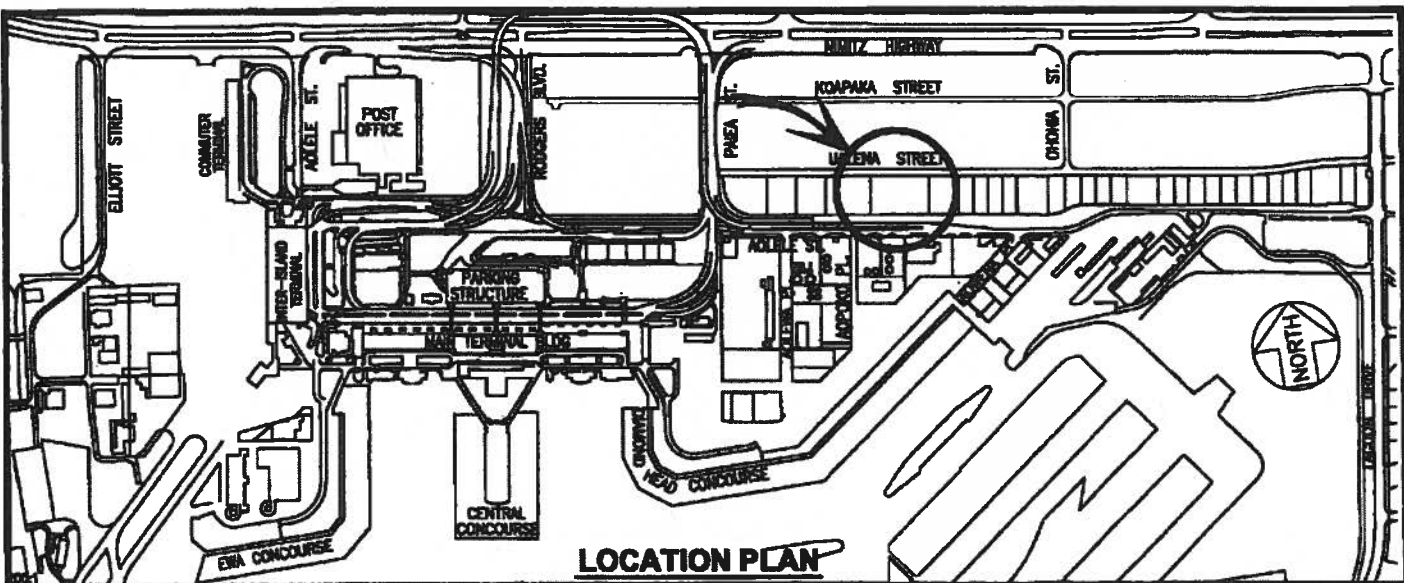
Print Name: LALAINES. MANLAPAO  
Notary Public, FIRST Judicial Circuit  
State of Hawaii

Date of the Notarized Document: Undated  
Doc. Description: Short Term Lease  
No. of Pages: 5

[Signature]  
Notary signature

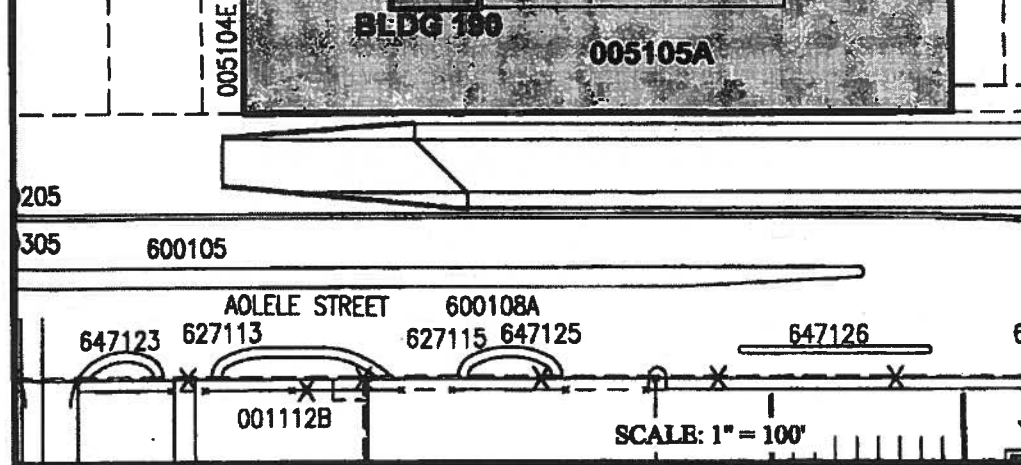
My Commission Expires: FEB 12 2018





BLDG/ROOM	SQ. FT.
189 101	2,137
189 102	21,891
190 101	1,550
283 101	756

AREA/SPACE	SQ. FT.
005 105A	55,548
005 105B	16,880
005 105C	4,464
005 105D	792
005 105E	389



DATE : JULY 2013

EXHIBIT: **A**



**SO ONO FOOD PRODUCTS, LLC.**

**3129 UALENA STREET**

**005105A-E  
BLDG 189,  
190, 283  
PLAT 16**



assignments, consents, and extensions thereto (collectively, "Lease"), to LESSEE, as lessee;

WHEREAS, LESSEE has entered or will enter into that certain equipment loan in the amount of \$318,000.00, as evidenced by that certain promissory note dated \_\_\_\_\_ ("Loan"), from LENDER to LESSEE, as borrower; and

WHEREAS, Lender has requested that STATE subordinate to the Loan its rights under the Lease as to that certain personal property collateral described in Exhibit "A" attached hereto and made a part hereof;

NOW THEREFORE, in consideration of the mutual benefit accruing to the parties hereto and of other valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. STATE subordinates as to LENDER any and all liens against that certain personal property collateral described in Exhibit "A", in which property LENDER has or will have a security interest given to LENDER by LESSEE as collateral for the Loan ("Collateral"). Notwithstanding the above, LENDER's security interest in the Collateral shall not include Leasehold Improvements as defined in the Lease.

2. LESSEE consents to such subordination and hereby agrees that the subordination contained in this Agreement shall not in any manner impair, reduce, or affect any of the obligations of LESSEE under the Lease.

3. STATE agrees that in the event of any default by LESSEE under the Lease, it will not terminate the Lease without giving LENDER a fifteen (15) day written notice delivered by hand delivery or by certified mail of such action at the above address. LENDER shall have the right to cure such default during the fifteen (15) day notice period.

4. Except as provided herein, should there be any conflict between the terms of the Lease and the Loan, the former shall control; and, further, that except as provided herein, this Agreement shall not constitute a waiver of any of the terms, covenants and conditions of the Lease and, also, that no further loan affecting the Lease shall be made without the prior written consent of the Director of the State of Hawaii, Department of Transportation, being first obtained and endorsed thereon.



5. This Agreement shall terminate upon the earlier of:  
(a) thirty (30) days after the termination of the Lease, or (b) the removal of all of the Collateral from the leased premises. LENDER agrees to provide a written termination to the STATE of its extinguished security interest affecting the Collateral within thirty (30) days upon the earlier of the removal of all of the Collateral from the leased premises or the termination of the Lease.

6. This Agreement shall for all purposes be construed in accordance with the laws of the State of Hawaii.

[Signatures follow on next page]

IN WITNESS WHEREOF, the STATE OF HAWAII, by the Director of the Department of Transportation, has caused the seal of the Department of Transportation to be hereunto affixed, and the parties hereto have executed these presents as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

APPROVED AS TO FORM:

STATE OF HAWAII  
DEPATMERNT OF TRANSPORTATION

\_\_\_\_\_  
MARJORIE A. LAU  
Deputy Attorney General  
Dated: \_\_\_\_\_

By \_\_\_\_\_  
FORD N. FUCHIGAMI  
Director of Transportation  
STATE

ALASKA GROWTH CAPITAL BIDCO, INC.,  
an Alaska corporation

By \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_

LENDER

SO ONO FOOD PRODUCTS, LLC,  
a Hawaii limited liability company

By: Fresh Foods Hawaii, Inc., a  
Hawaii corporation

BOARD OF LAND AND  
NATURAL RESOURCES

By \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
SUZANNE D. CASE  
Chairperson and Member

LESSEE

ALASKA GROWTH CAPITAL BIDCO, INC., an Alaska corporation- Notary

STATE OF )  
 ) SS.  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me personally appeared \_\_\_\_\_  
and \_\_\_\_\_, to me personally known,  
who, being by me duly sworn or affirmed, did say that such  
person(s) executed the foregoing instrument as the free act and  
deed of such person(s), and if applicable in the capacity shown,  
having been duly authorized to execute such instrument in such  
capacity.

\_\_\_\_\_  
Notary Public, State of

\_\_\_\_\_  
My commission expires:\_\_\_\_\_

SO ONO FOOD PRODUCTS, LLC, a Hawaii limited liability company-  
Notary

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me personally appeared \_\_\_\_\_,  
to me personally known, who, being by me duly sworn or affirmed,  
did say that such person executed the foregoing instrument as the  
free act and deed of such person, and if applicable in the  
capacity shown, having been duly authorized to execute such  
instrument in such capacity.

\_\_\_\_\_  
Notary Public, State of Hawaii

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

## Exhibit "A"

For purposes of this Agreement, personal property means and consists of any kind of property that is temporary or movable property and not real property, and shall include but not be limited to any and all trade fixtures, office and business furnishings, decorations, equipment and furniture, draperies, grease racks, piping, movable display cases and shelving, movable appliances and drinking fountains, communication instruments (including, without limitation, all telephone, radio, telegraph, computer, wireless, cellular, and television) and antenna, window air conditioning units, portable heaters, and other temporary or movable goods or chattels owned, purchased, and/or installed by LESSEE, and other similar articles or chattels not firmly or permanently affixed or attached to the Premises (as defined in the Lease) and/or Leasehold Improvements (as defined in the Lease) situated thereon



certain parcel of land situated at 3129 Ualena Street, Honolulu, Hawaii, 96819, together with all amendments, modifications, assignments, consents, and extensions thereto (collectively, "Lease") to LESSEE, as lessee; and

WHEREAS, the Exhibit "A" attached to the Agreement was not the correct exhibit such that the parties hereto agree to and desire to replace such exhibit with the Exhibit "A" attached hereto and made a part hereof;

NOW THEREFORE, in consideration of the mutual benefit accruing to the parties hereto and of other valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. STATE, LESSEE, and LENDER acknowledge that Exhibit "A" initially attached to the Agreement is not a correct description of the personal property collateral covered by the Agreement.

2. STATE, LESSEE, and LENDER agree to delete and replace said exhibit described in Paragraph 1 above with the Exhibit "A" attached to this Amendment and made a part hereof effective as of the date of the Agreement.

3. STATE, LESSEE, and LENDER agree to delete in its entirety the first "WHEREAS" paragraph and replace it with the following paragraph:

WHEREAS, STATE is the lessor under unrecorded State Lease No. DOT-A-13-0017 dated as of September 8, 2014, of which a Short Form Lease dated as of February 25, 2015, was filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-9195213, and noted on Transfer Certificate of Title No. 394,891, for the lease of that certain parcel of land situated at 3129 Ualena Street, Honolulu, Hawaii, 96819, together with all amendments, modifications, assignments, consents, and extensions thereto (collectively, "Lease"), to LESSEE, as lessee;

4. Except as provided herein, all terms of the Agreement remain unchanged. This Amendment, read in conjunction with the Agreement sets forth the entire agreement between STATE, LESSEE, and LENDER; and the Agreement, as amended and modified hereby, shall not be altered or modified in any particular except by a memorandum in writing signed by STATE, LESSEE, and LENDER.

5. This Amendment shall for all purposes be construed

in accordance with the laws of the State of Hawaii.

IN CONSIDERATION THEREOF, STATE, LESSEE, and LENDER further agree that this Amendment is subject to all the covenant and conditions in the Agreement, except as herein provided.

IN WITNESS WHEREOF, the STATE OF HAWAII, by the Director of the Department of Transportation, has caused the seal of the Department of Transportation to be hereunto affixed, and the parties hereto have executed these presents as of the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

[Signatures follow on next page.]



STATE OF HAWAII

By \_\_\_\_\_  
FORD N. FUCHIGAMI  
Director  
Department of Transportation

APPROVED AS TO FORM:

STATE

\_\_\_\_\_  
MARJORIE A. LAU  
Deputy Attorney General  
Dated: \_\_\_\_\_

ALASKA GROWTH CAPITAL BIDCO, INC.,  
an Alaska corporation

By \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_

LENDER

SO ONO FOOD PRODUCTS, LLC, a Hawaii  
limited liability company

By: Fresh Foods Hawaii, Inc., a  
Hawaii corporation

By \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_

LESSEE

Approved by the Chairperson  
of the Board of Land and  
Natural Resources on

\_\_\_\_\_

APPROVED:

\_\_\_\_\_  
SUZANNE D. CASE  
Chairperson of the Board of  
Land and Natural Resources

ALASKA GROWTH CAPITAL BIDCO, INC., an Alaska corporation- Notary

STATE OF )  
 ) SS.  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me personally appeared \_\_\_\_\_  
and \_\_\_\_\_, to me personally known,  
who, being by me duly sworn or affirmed, did say that such  
person(s) executed the foregoing instrument as the free act and  
deed of such person(s), and if applicable in the capacity shown,  
having been duly authorized to execute such instrument in such  
capacity.

\_\_\_\_\_  
Notary Public, State of

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

SO ONO FOOD PRODUCTS, LLC, a Hawaii limited liability company-  
notary

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
before me personally appeared \_\_\_\_\_,  
to me personally known, who, being by me duly sworn or affirmed,  
did say that such person executed the foregoing instrument as the  
free act and deed of such person, and if applicable in the  
capacity shown, having been duly authorized to execute such  
instrument in such capacity.

\_\_\_\_\_  
Notary Public, State of Hawaii

\_\_\_\_\_  
My commission expires: \_\_\_\_\_

## Exhibit "A"

For purposes of this Agreement, personal property means and consists of any kind of property that is temporary or movable property and not real property, and shall include but not be limited to any and all trade fixtures, office and business furnishings, decorations, equipment and furniture, draperies, grease racks, piping, movable display cases and shelving, movable appliances and drinking fountains, communication instruments (including, without limitation, all telephone, radio, telegraph, computer, wireless, cellular, and television) and antenna, window air conditioning units, portable heaters, and other temporary or movable goods or chattels owned, purchased, and/or installed by LESSEE, and other similar articles or chattels not firmly or permanently affixed or attached to the Premises (as defined in the Lease) and/or Leasehold Improvements (as defined in the Lease) situated thereon.