

CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer

SFI ILIKAI PROPERTY OWNER LLC, a Delaware limited liability company
SFI ILIKAI RETAIL OWNER LLC, a Delaware limited liability company

Business Address: c/o iStar Financial, Inc., One Sansome Street, 30th Floor, San Francisco, California 94104

Project Name (\*): Ilikai Apartment Building (see below for Affected Apartments)

Address: 1777 Ala Moana Boulevard, Honolulu, Hawaii 96815

Registration No. 22

Effective date: February 22, 2016

Expiration date: March 22, 2017

Preparation of this Report:

This report has been prepared by the Developer pursuant to the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended. This report is not valid unless the Hawaii Real Estate Commission has issued a registration number and effective date for the report.

This report has not been prepared or issued by the Real Estate Commission or any other government agency. Neither the Commission nor any other government agency has judged or approved the merits or value, if any, of the project or of purchasing an apartment in the project.

Buyers are encouraged to read this report carefully, and to seek professional advice before signing a sales contract for the purchase of an apartment in the project.

Expiration Date of Reports: Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the effective date unless a Supplementary Public Report is issued or unless the Commission issues an order, a copy of which is attached to this report, extending the effective date for the report.

Exception: The Real Estate Commission may issue an order, a copy of which shall be attached to this report, that the final public report for a two apartment condominium project shall have no expiration date.

Type of Report:

PRELIMINARY:

The developer may not as yet have created the condominium but has filed with (yellow) the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the developer when complete information is filed.

FINAL:

The developer has legally created a condominium and has filed complete (white) information with the Commission.

[ ] No prior reports have been issued.

[ ] This report supersedes all prior public reports.

[ ] This report must be read together with

NINTH SUPPLEMENTARY: (pink)

This report updates information contained in the:

[ ] Preliminary Public Report dated:

[ ] Final Public Report dated:

[X] Supplementary Public Report dated: August 21, 2014

And

[X] Supersedes all prior public reports (as to the Affected Apartments only.\*\*)

[ ] Must be read together with Fifth Supplementary Report

[ ] This report reactivates the public report(s) which expires on

(\*) Exactly as named in the Declaration

(\*\*) This Ninth Supplementary Report covers only 13 apartments in the Project (the "Affected Apartments"), which are listed in Exhibit "A". The Affected Apartments include 4 unsold hotel/residential apartments carried over from the 8th Supplementary Report and 9 commercial Apartments (consisting of the 15 commercial apartments covered in the 8th Supplementary Report less the 6 that were converted to residential apartments which are covered in a separate Public Report).

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request

FORM: RECO-30 286/966/189/1190/892101 97/1098/0800/0203/0104/0107

**Disclosure Abstract:** Separate Disclosure Abstract on this condominium project:

Required and attached to this Report       Not Required - Disclosures covered in this Report.

**Summary of Changes from Earlier Public Reports:**

This summary contains a general description of the changes, if any, made by the developer since the last Public Report was issued. It is not necessarily all inclusive. Prospective buyers should compare this public report with the earlier reports if they wish to know the specific changes that have been made.

No prior reports have been issued by the developer.

Changes made since the 8<sup>th</sup> Supplementary Report are as follows:

1. All references to the number of apartments in the Iliakai and number of apartments covered by this Report (including the list of Affected Apartments in Exhibit A) have been changed to reflect the deletion of the 6 commercial apartments converted to 41 hotel/residential apartments covered under another Public Report as Phase 2 of the Project) and the sale of 172 residential apartments on the upper floors since the Eighth Supplementary Report. The common interest of the 41 new hotel/residential apartments came from the 6 converted commercial apartments and other commercial apartments owned by Developer was distributed to the 41 newly created hotel/residential apartments so the common interest of other apartments was not affected.
2. The last paragraph of the History on page 2a has been updated to disclose the actions taken by the Developer with respect to the Affected Apartments since the Eighth Public Report.
3. Items 8, 9 and 11 under "Special Items of Interest" on page 2b have been updated with current information.
4. For convenience of reading, the list of apartments owned by each of the Developers has been removed from pages 5 and 10 and is now found only in Exhibit A.
5. The name of the Real Estate Broker on page 5 has been updated to reflect a change in the company's name.
6. New Amendments to the Declaration, Bylaws and Condo Map have been added to pages 6, 6a and 6b.
7. Portions of the notes at the bottom of page 10 and the "NOTE" in Item 5(b) on page 11 have been deleted because the pending amendment to the Project Documents referenced therein has now been recorded and is listed on pages 6 and 6b.
8. The list and description of apartment types has been updated on page 11a to include the new unit types on the second floor.
9. The note about units 2543 and 2544 on page 11b has been deleted because the units have been renovated and the note is no longer valid.
10. The chart on page 11b listing the square footage of new units has been deleted; the information is now found in Exhibit B.
11. The reference to the ADA litigation in Section III.C.9. on page 12 has been deleted because the litigation has been settled.
12. The description of limited common elements in Section III.D.2. on page 14 has been updated to reflect changes made by the various new Amendments to the Declaration.
13. Section V.E. on page 14 has been updated to provide the date of the current title reports and Exhibit F has been updated to show new encumbrances.
14. The reference to blanket liens in Section V.E. on page 15 has been deleted because the mortgages previously discussed there have been released.
15. The description of the construction warranties has been revised to delete the reference to "primarily structural and cosmetic work" because the work on the four remaining hotel/residential apartments covered by this Report (and to be offered for sale for the first time) included more extensive renovation.
16. Section V.G. on page 16 was updated to provide current information on the completion of the construction of the Affected Apartments and Section V.H. was modified to delete the reference to "possible" renovation of apartments on the 2nd floor because SFI Iliakai Retail Owner LLC has made such renovations.
17. Section V.C.1. on page 20 has been updated to reflect the apartments currently owned by the Developer and to reflect the reduced percentage of apartments owned overall.
18. Section V.C.2(h) on page 20 has been updated to advise that certain leases referenced therein were assigned to SFI Iliakai Retail Owner LLC.
19. Section V.C.2(i) and (j) on page 20a has been updated to reflect the current status of construction on the second floor.
20. Section V.C.5(c) on page 20d has been updated to disclose that the pending Amendment to Declaration affecting time shares has been approved and recorded.

21. Section V.C.5(f) on page 20e has been updated based on the current status of renovations.
22. Section V.C.5(m) on page 20g has been updated to disclose the pending recordation of a second Declaration of Restrictive Covenants to cover the 41 new residential apartments on the second floor.
23. Sections V.C.5(i) on pages 20e through 20f has been updated to provide current information on lawsuits that were previously disclosed.
24. Exhibit A has been updated to list the remaining Affected Apartments.
25. Exhibit B has been updated to include the newly created 41 Hotel/Residential Apartments on the 2<sup>nd</sup> floor.
26. Exhibit E was updated to delete the reference to the lawsuit which has since been settled.
27. Exhibit F has been updated consistent with the updated Title Report.
28. The Disclosure Abstract in Exhibit G has been updated to reflect current information, including a current budget for the Project.
29. Exhibit H has been updated to reflect minor changes in the Purchase and Sale Agreement.

**HISTORY:**

The Ilikai Apartment Building (the "Project") was originally developed in the early 1960s by Ilikai, Incorporated whose President was Chinn Ho, a well-known Hawaii entrepreneur, and designed by John Graham, Jr., the architect of the Seattle Space Needle. Opened in February 1964, the Ilikai was Waikiki's first high-rise luxury hotel, and included Hawaii's first glass elevator providing panoramic ocean ("makai") and mountain ("mauka") views. The original layout included 1,001 apartments, 10 penthouses, 2 levels of garage area and 2 floors of commercial areas. Ilikai, Incorporated disclosed that it intended to purchase 504 apartments for hotel purposes (the "Developer Apartments") and sell the remaining apartments.

Over time, the Developer Apartments were bought and sold various times. In January 2005, Forward One, LLC, (the Developer at that time) disclosed that the number of Apartments in the Project had changed to 1,009 residential/hotel apartments and 16 commercial apartments. Forward One, LLC disclosed that it owned a total of 423 Developer Apartments (198 of which were for sale and would be withdrawn from the hotel operation upon sale) and all 16 commercial apartments at the Project. At that time, the hotel operation at the Project operated under the name "The Renaissance Ilikai Waikiki Hotel" and it included hotel rooms in the Yacht Harbor Tower building (now "the Modern") located adjacent to the Project.

In 2006, Anekona Islander, LLC ("Anekona") became the Developer when it purchased the 696-apartment hotel operation (which included apartments in both the Project and the Yacht Harbor Tower). Anekona sold the 353-apartment Yacht Harbor Tower portion of the hotel operation to its current owners, who now operate the tower as a completely separate hotel known as the Modern Hotel Honolulu. Anekona also sold 43 Developer Apartments within the Project to a timeshare company and 97 Developer Apartments to various retail buyers, leaving 203 Developer Apartments. An affiliate of Anekona purchased the 16 commercial apartments. For convenience, the 203 Developer Apartments and 16 commercial apartments are referred to collectively below as the "Initial Affected Apartments".

In 2011, two related entities acquired the Initial Affected Apartments through a foreclosure proceeding. SFI Ilikai Retail Owner LLC acquired 15 commercial apartments (and later transferred Commercial Apartment No. 104 - the lobby fountain- to SFI Ilikai 104 LLC) and SFI Ilikai Property Owner LLC acquired Commercial Apartment 101 and the 203 Developer Apartments which are classified as hotel/residential apartments. As of the date of this Ninth Supplementary Report, the three SFI entities have taken the following actions:

1. Commercial Apartment No. 104 was converted to a common element; SFI Ilikai 104 LLC no longer has any interest in the Project.
2. Two new units, Security Unit No. 106 and AOA Unit No. 206, were created and conveyed by the Developer to the AOA.
3. SFI Ilikai Property Owner LLC sold 199 of the Developer Apartments, leaving 4 Developer Apartments owned by SFI Ilikai Property Owner LLC and covered by this Ninth Supplementary Report. (See Exhibit "A")
4. SFI Ilikai Retail Owner LLC converted six (6) Commercial Apartments on the second floor (Commercial Apartment Nos. 200-205) into 41 hotel/residential apartments which are owned by SFI Ilikai Retail LLC and covered by a separate Public Report covering Phase 2 of the Project. This conversion was permitted by the Fifth Amendment to the Restated Declaration dated 12/10/12. (see pages 9-10, section 10a which amends Section 7(a) of the Restated Declaration).
5. SFI Ilikai Retail Owner LLC retained eight of its original commercial apartments and also acquired Commercial Apartment 101 from SFI Ilikai Property Owner LLC. These nine (9) commercial apartments are also covered by this Ninth Supplementary Report. (See Exhibit "A")

The current Developer can make no guarantee as to the current usage of all apartments in the Project since the Developer neither owns nor controls all apartments; the number shown below for the number of time shares in the Project was provided by the management of the Association.

	Total Number Hotel/Residential	Total Number Commercial/AOAO	Currently Used as Hotel	Currently Used as Time Share
Apartments in Project	1,050	11	unknown	123
Owned by Developer	4 (currently not in use)	9	0	0

As a result of the conversion of 6 commercial apartments to 41 hotel/residential apartments, the Project now contains 1,050 hotel/residential apartments and 11 commercial apartments for a total of 1,061 apartments. In some areas of this Report, there are references to a total of 1,050 apartments – all such references are referring only to hotel/residential apartments. Further, although there are 11 total Commercial Apartments, Developer only owns 9 of the Commercial Apartments – the other 2 (the AOA Office and the Security Office) belong to the AOA.

In connection with the conversion of 6 commercial apartments to 41 hotel/residential apartments, the Developer is seeking issuance of two Public Reports...a 9<sup>th</sup> Supplementary Public Report for Registration No. 22 to be used for the continued sale of hotel/residential apartments created by the 8<sup>th</sup>

Supplementary Public Report, and a Final Report for Registration No. 7771 for the newly created 41 hotel/residential apartments. Both Reports contain the latest information on the Ilikai Project (maintenance fees, encumbrances, conversion of uses, etc. that is available to the Developer.)

**SPECIAL ITEMS OF INTEREST:**

NOTE: This 9<sup>th</sup> Supplementary Public Report affects the sale of only 13 of the 1,061 commercial and hotel/residential apartments in the Project as listed in Exh. B.

The Affected Apartments and their developers are listed in Exh. A. Prospective purchasers who are not familiar with the Project's recent background may wish to read the "Additional Information" starting on page 20 before focusing on specific changes made to the now superseded 8<sup>th</sup> Supplementary Public Report of August 21, 2014. Although the following summary is not a substitute for the more detailed information on each topic provided in this Public Report, including in the Additional Information section, you should know, among other things, that:

1. Buyers may want to review the Fifth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Sixth Amendment of the First Restatement of the By-laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment to Condominium Map No. 3 and the Seventh Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Eighth Amendment of the First Restatement of the By-laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment to Condominium Map No. 3 to familiarize themselves with ongoing renovations at the Project. They contain, among other things, information about planned renovations at the Project.
2. The two Developers in this Public Report are related entities. See pg 5.
3. None of the "Affected Apartments" are in the property currently known as The Modern Honolulu, which is situated adjacent to and is not a part of, the Ilikai Apartment Building. See pg. 20d.
4. Pursuant to the Project documents, the 1,050 hotel/residential Apartments mentioned on pg. 10 may be used for permanent or long-term residential purposes or rented for hotel or other short-term uses; however, if in the future the Project fails to qualify as a "hotel" under the Land Use Ordinance of the City and County of Honolulu ("LUO"), the parking, which currently is sufficient for hotel purposes only, would not be sufficient under the current LUO for a non-hotel multi-family condominium. An increase in the percentage of long-term residential uses may also be disallowed under the LUO. The DPP has taken the position that a change in the use of the Apartments to long-term residential occupancy will require a permit from the DPP and that the DPP may require the Apartment owner to adhere to different requirements for parking, park dedication and any other code-related issues for their Apartment. Thus, notwithstanding the Project documents, the Developer cannot guaranty that the Apartments may be used for long-term residential purposes. See pages 10 and 20c.
5. To the best of the Developers' knowledge, presently a significant number of the hotel/residential Apartments in the Project are occupied by tenants or owners on a short-term basis.
6. Except for the 2 stalls in Garage Area No. 1 leased to the Association of Apartment Owners of the Ilikai Apartments for loading/unloading purposes, there are no assigned, unassigned or guest parking stalls available for use by hotel/residential Apartment owners. The approximately 362 parking stalls in Garage Area No. 1 are part of that Commercial Apartment and the parking stalls in the front of the building are limited common elements appurtenant to Commercial Area 101. Thus, all parking stalls are solely for the use of those commercial Apartment owners, who, in their sole discretion, may or may not allow Apartment owners to valet park or rent a stall from time to time. See pg. 12.
7. The building and use may not conform to current county codes. See pg. 13, paragraph 11b and pg. 20c, paragraph (b), particularly the caveat at the end of the paragraph.
8. There is currently one pending lawsuit concerning the Project. See pgs. 20e through 20f. Purchasers are urged to consult their attorneys on how this case may impact purchasers.
9. Note item 2 on pg. 20 concerning "Agreements, Declaration Amendments and Leases" for portions of Common Areas and Commercial Apartments. To resolve long-standing encroachments between common elements and certain commercial apartments, the AOA and Developer entered into various 99-year leases on March 11, 2011 covering the areas of encroachment. These leases are listed in items 11, 12, 13, 14, 15, and 16, of Exhibit F and are available for review upon request. Regarding the Developers' leasing of portions of Commercial Apartments to the Association of Apartment Owners, the lessor shall retain all voting rights appurtenant to such Commercial Apartments.
10. See reservation of voting rights by Grantor of Apartment deeds for thirty-six months and Grantee granting power of attorney to Grantor. See Exhibit I, paragraphs 2(e) and 3.
11. Developer completed renovation of all hotel/residential Apartments on the 22<sup>nd</sup> through 25<sup>th</sup> floors and has since sold all but 4 of the apartments on those floors. Developer will assign to buyers the one-year warranty from the contractor with respect to the renovation work and, to the extent possible, the manufacturers' warranties, if any, on the appliances, fixtures and furnishings. Purchaser understands the Developer acquired title to the Affected Apartments more than 45 years after their original construction and, Developer is selling the Apartments in their existing "AS IS" condition. Without limitation, all warranties, express or implied, with respect to any Apartment, the Project, any consumer products or anything else installed in any Apartment or in the Project, including, but not limited to, any express or implied warranty of habitability, or merchantability, workmanlike construction or fitness for any particular purpose are, to the fullest extent permitted by law, disclaimed by Seller. Developer urges buyers to have their prospective apartment professionally inspected. See Exhibit H, paragraph 5.

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## General Information On Condominiums

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owners/tenants) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements at the lessee's expense. Leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

If you are a typical condominium apartment owner, you will have two kinds of ownership: (1) ownership in your individual apartment; and (2) an undivided interest in the common elements.

"Common elements" are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called "limited common elements" and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the project's Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

### Operation of the Condominium Project

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is important to all apartment owners that the transition of control from the developer to the apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

I. PERSONS CONNECTED WITH THE PROJECT

Developer: SFI ILIKAI RETAIL OWNER LLC, a Delaware limited liability company (see Exhibit A for list of commercial areas owned)

SFI ILIKAI PROPERTY OWNER LLC, a Delaware limited liability company  
(see Exhibit A for list of apartments owned)

Phone: (212) 930-9400  
(Business)

Name\*  
One Sansome Street, 30<sup>th</sup> Floor, San Francisco, California 94104  
Business Address

Names of officers and directors of developers who are corporations; general partners of a partnership; partners of a Limited Liability Partnership (LLP); or manager and members of a Limited Liability Company (LLC) (attach separate sheet if necessary):

Members (both entities are member-managed): SFI ILIKAI LP(SFI Ilikai Property Owner LLC); ISTAR REO HOLDINGS TRS LLC (SFI Ilikai Retail Owner LLC)

Real Estate  
Brokers\*:

Locations LLC  
614 Kapahulu Avenue  
Honolulu, Hawaii 96815

Phone: (808) 738-3163  
(Business)

Escrow:

Title Guaranty Escrow Services Inc.  
Name  
235 Queen Street  
Business Address  
Honolulu, Hawaii 96813

Phone: (808) 521-0211  
(Business)

General  
Contractor:

US Pacific Inc.  
Name  
1777 Ala Moana Blvd., Suite 200  
Business Address  
Honolulu, HI 96816

Phone: (808) 791-0075  
(Business)

Condominium  
Managing  
Agent\*:

Hawaiian Properties, Ltd.\*\*  
Name  
1165 Bethel Street  
Business Address  
Honolulu, Hawaii 96813

Phone: (808) 539-9777  
(Business)

Attorney for  
Developer:

Chun Kerr LLP  
Name  
Attn: Deborah Chun  
Fort Street Tower, Topa Financial Center, 745 Fort Street, 9<sup>th</sup> Floor  
Business Address  
Honolulu, Hawaii 96813

Phone: (808) 528-8200  
(Business)

\*For Entities: Name of corporation, partnership, Limited Liability Partnership (LLP), or Limited Liability Company, (LLC)

\*\*Hawaiian Properties, Ltd. performs only fiscal property management for the Project; in all other respects, the Project is self-managed by the Association of Apartment Owners.

**II. CREATION OF THE CONDOMINIUM;  
CONDOMINIUM DOCUMENTS**

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law,

A. **Declaration of Condominium Property Regime** contains a description of the land, buildings, apartments, common elements, limited common elements, common interests, and other information relating to the condominium project.

The Declaration for this condominium is:

<input type="checkbox"/>	Proposed			
<input type="checkbox"/>	Recorded	Bureau of Conveyances:	Document No. _____	
			Book _____	Page _____
<input checked="" type="checkbox"/>	Filed -	Land Court:	Document No. <u>330338</u>	

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information]:

First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building dated May 10, 1994 filed as Land Court Document No. 2158834 (The original Declaration and prior amendments to the original Declaration have been included within the foregoing First Restatement and thus are not listed separately)

First Amendment of the First Restatement of the Declaration of the Ilikai Apartment Building dated March 6, 2001, filed as Land Court Document No. 2709107 (authorizes the Board of Directors to amend Sheets A2, A3, A4, A36 and A37 of Condominium Map No. 3)

Second Amendment of the First Restatement of the Declaration of the Ilikai Apartment Building dated May 24, 2004 but recorded May 3, 2005, filed as Land Court Document No. 3262660 (amends Sheets A2, A3, A4, A36 and A37 of Condominium Map No. 3)

Third Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building (acknowledged December 10, 2007), filed as Land Court Document No. 3690591

Fourth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Fifth Amendment of the First Restatement of the By-laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3, dated March 14, 2011, filed as Land Court Document No. 4072643 (among other things, amends Sheets A2, A3, A4, A36 and A37 of Condominium Map No. 3)

Fifth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Sixth Amendment of the First Restatement of the By-laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment to Condominium Map No. 3, dated December 10, 2012, filed as Land Court Document No(s) T-8453001A thru T-8453001D thru T-8453001D (among other things, amends Sheets A2, A3, A4, A5, A27, A35, A36, A37 and A38 of Condominium Map No. 3)

Sixth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building and Seventh Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building filed in said Office on September 9, 2014, as Land Court Document No. T-9017073

Seventh Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building and Eighth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building, Amendment to Condominium Map No. 3, filed in said Office on November 6, 2015, as Land Court Document Nos. T-9440150A thru T-9440150C.

B. **Condominium Map (File Plan)** shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

(Note, however, that because the interiors of the various commercial apartments change periodically as spaces are leased, the condominium map has not been updated to reflect exactly the current interior rooms of the various commercial apartments. Further, over the years, the owners of various Apartments throughout the Project, including the Affected Apartments, have remodeled their Apartments, and the condominium map does not reflect any such remodeling.)

The Condominium Map for this condominium project is:

<input type="checkbox"/>	Proposed		
<input type="checkbox"/>	Recorded -	Bureau of Conveyances Condo Map No. _____	
<input checked="" type="checkbox"/>	Filed -	Land Court Condo Map No. <u>3</u>	

The Condominium Map has been amended by the following instruments [state name of document date and recording/filing information]:

Second Amendment of Declaration adopted on April 11, 1968, filed as Land Court Document No. 441,550 (Shows floors 3-25 and the amended the floor plan of the 26<sup>th</sup> floor)

First Amendment of the First Restatement of the Declaration dated March 6, 2001, filed as Land Court Document No. 2709107 (authorizes the Board of Directors to amend Sheets A2, A3, A4, A36 and A37 of Condominium Map No. 3)

Second Amendment of the First Restatement of the Declaration dated May 24, 2004 but recorded May 3, 2005, file as Land Court Document No. 3262660 (amends Sheets A2, A3, A4, A36 and A37 of Condominium Map No. 3)

Fourth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Fifth Amendment of the First Restatement of the By-laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3, dated March 14, 2011, filed as Land Court Document No. 4072643 (among other things, amends Sheets A2, A3, A4, A36 and A37 of Condominium Map No. 3)

Fifth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Sixth Amendment of the First Restatement of the By-laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment to Condominium Map No. 3, dated December 10, 2012, filed as Land Court Document No(s) T-8453001A thru T-8453001D (among other things, amends Sheets A2, A3, A4, A5, A27, A35, A36, A37 and A38 of Condominium Map No. 3)

Seventh Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building and Eighth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building, Amendment to Condominium Map No. 3, filed in said Office on November 6, 2015, as Land Court Document Nos. T-9440150A thru T-9440150C (among other things, amends Sheets A2, A3, A4, A5, A27, A35, A36, A37, A38, A40, and A41 of Condominium Map No. 3)

C. **Bylaws of the Association of Apartment Owners** govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Apartment Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

<input type="checkbox"/>	Proposed		
<input type="checkbox"/>	Recorded	Bureau of Conveyances:	Document No. _____
			Book _____ Page _____
<input checked="" type="checkbox"/>	Filed -	Land Court:	Document No. <u>330338</u>

The Bylaws referred to above have been amended by the following instruments [state name of document, date and recording/filing information]:

First Restatement of the By-Laws dated May 10, 1994, filed as Land Court Document No. 2758835 (The original By-Laws and prior amendments to the original By-Laws have been included within the foregoing First Restatement and thus are not listed separately)

First Amendment of First Restatement of the By-Laws, undated, acknowledged Sept. 10, 1997, filed as Land Court Document No. 2429786

Second Amendment of First Restatement of the By-Laws dated August 3, 2001, filed as Land Court Document No. 2734838

Third Amendment of First Restatement of the By-Laws dated September 24, 2002, filed as Land Court Document No. 2849302

Fourth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of the Ilikai Apartment Building dated February 8, 2011, filed as Land Court Document No. 4052098

Fourth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Fifth Amendment of the First Restatement of the By-laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No.

3, dated March 14, 2011, filed as Land Court Document No. 4072643 (among other things, amends Sheets A2, A3, A4, A36 and A37 of Condominium Map No. 3)

Fifth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Sixth Amendment of the First Restatement of the By-laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment to Condominium Map No. 3, dated December 10, 2012, filed as Land Court Document No. No(s) T-8453001A thru T-8453001D (among other things, amends Sheets A2, A3, A4, A5, A27, A35, A36, A37 and A38 of Condominium Map No. 3)

Sixth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building and Seventh Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building filed in said Office on September 9, 2014, as Land Court Document No. T-9017073.

Seventh Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building and Eighth Amendment of the First Restatement of the By-Laws of the Association of Apartment Owners of Ilikai Apartment Building, Amendment to Condominium Map No. 3, filed in said Office on November 6, 2015, as Land Court Document Nos. T-9440150A thru T-9440150C.

D. **House Rules.** The Board of Directors may adopt House Rules to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the developer.

The House Rules for this condominium are:

Proposed       Adopted       Developer does not plan to adopt House Rules

E. **Changes to Condominium Documents.** Changes to the Declaration, Condominium Map, and Bylaws are effective only if they are duly adopted and recorded and/or filed, Changes to House Rules do not need to be recorded or filed to be effective.

1. **Apartment Owners:** Minimum percentage of common interest which must vote for or give written consent to changes:

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>67%</u>
Bylaws	65%	<u>65%</u>
House Rules	---	<u>By majority of Board</u>

\* The percentages for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments. NOTE: The minimum required by law refers to HRS Chapter 514A; however, HRS Section 514B-23(b) provides that a majority of the owners may adopt certain amendments consistent with provisions of HRS Chapter 514B (which, among other things, requires only a 67% minimum vote to amend the Declaration). By the Third Amendment of the First Restatement of Declaration of Condominium Property Regime of the Ilikai Apartment Building, the owners voted to amend the minimum percentage required to amend the Declaration, as permitted by HRS Chapter 514B, to 67%.

2. **Developer:**

No rights have been reserved by the Developer to change the Declaration, Condominium Map, Bylaws or House Rules.

Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules:

(Note that, while the Developer has not reserved rights to change the Declaration, Condominium Map, Bylaws or House Rules as to all apartment owners, the Developer is reserving certain rights in the contracts and deeds with purchasers of the Affected Apartments as more specifically described in Exhibit I, and the owner from time to time of Sky-room 30 and of Commercial Area No. 105 (whether or not the Developer) has rights to modify those apartments as more fully described in the Declaration and Bylaws and in Section V.C.5(j) of this Report.)

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

Fee Simple: Individual apartments and the common elements, which include the underlying land, will be in fee simple.

Leasehold or Sub-leasehold: Individual apartments and the common elements, which include the underlying land will be leasehold.

**Leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (apartment owner/tenant) deliver to the lessor (fee property owner) possession of the leased premises and all improvements, including improvements paid for by the lessee.**

Exhibit \_\_\_\_\_ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: \_\_\_\_\_ Rent Renegotiation Date(s): \_\_\_\_\_

Lease Rent Payable:                     Monthly                     Quarterly  
    Semi-Annually             Annually

Exhibit \_\_\_\_\_ contains a schedule of the lease rent for each apartment per:  Month  Year

For Sub-leaseholds:

Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is:             Canceled                     Foreclosed

As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

Individual Apartments in Fee Simple; Common Interest in the Underlying Land in Leasehold or Sub-leasehold:

**Leases for the underlying land usually require that at the end of the lease term, the lessees (apartment owners/tenants) deliver to the lessor (fee property owner) their interest in the land and that they either (1) remove or dispose of the building(s) and other improvements at the lessee's expense; or (2) convey the building(s) and improvements to the lessor, often at a specified price.**

Exhibit \_\_\_\_\_ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: \_\_\_\_\_ Rent Renegotiation Date(s): \_\_\_\_\_

Lease Rent Payable:                     Monthly                     Quarterly  
    Semi-Annually             Annually

Exhibit \_\_\_\_\_ contains a schedule of the lease rent for each apartment per:  Month  Year

Other:

**IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS**

The information contained in this Report is a summary of the terms of the lease. For more detailed information, you should secure a copy of the lease documents and read them thoroughly.

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advice of an attorney.

There are currently no statutory provisions for the mandatory conversion of leasehold condominiums and there are no assurances that such measures will be enacted in the future.

In leasehold condominium projects, the buyer of an apartment will acquire the right to occupy and use the apartment for the time stated in the lease agreement. The buyer will not acquire outright or absolute fee simple ownership of the land. The land is owned by the lessor or the leased fee owner. The apartment owner or lessee must make lease rent payments and comply with the terms of the lease or be subject to the lessor's enforcement actions. The lease rent payments are usually fixed at specific amounts for fixed periods of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purpose of which is similar to that of a deed. The legal and practical effect is different because the assignment conveys only the rights and obligations created by the lease, not the property itself.

The developer of this condominium project may have entered into a master ground lease with the fee simple owner of the land in order to develop the project. The developer may have then entered into a sublease or a new lease of the land with the lessee (apartment owner). The developer may lease the improvements to the apartment owner by way of an apartment lease or sublease, or sell the improvements to the apartment owners by way of a condominium conveyance or apartment deed.

**B. Underlying Land:**

Address: 1777 Ala Moana Boulevard Tax Map Key (TMK): (1) 2-6-010-007  
Honolulu, Hawaii 96815

Address  TMK is expected to change because \_\_\_\_\_

Land Area: 125,296  square feet  acre(s) Zoning: Resort-Mixed Use  
(Waikiki Special District)

Fee Owner: SFI ILIKAI RETAIL OWNER LLC, a Delaware limited liability company  
 (See Exhibit A for commercial areas owned)  
 SFI ILIKAI PROPERTY OWNER LLC, a Delaware limited liability company  
 (See Exhibit A for apartments owned)

\_\_\_\_\_  
 Name

Lessor: N/A  
 Name

\_\_\_\_\_  
 Business Address

**C. Buildings and Other Improvements:**

1.  New Building(s)  
 Conversion of Existing Building(s)  
 Both New Building(s) and Conversion

2. Number of Buildings: 1 Floors Per Building: 30  
 Exhibit \_\_\_\_\_ contains further explanations.

3. Principal Construction Material:

- Concrete  Hollow Tile  Wood  
 Other \_\_\_\_\_

4. Uses Permitted by Zoning:

	No. of Apts.*	<u>Use Permitted By Zoning</u>	
<input type="checkbox"/> Residential	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Commercial	<u>11</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> MixRes/Comm	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Hotel/Residential	<u>927</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input checked="" type="checkbox"/> Timeshare	<u>123</u>	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Ohana	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Industrial	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Agricultural	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Other	_____	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?  
 Yes\*\*  No

\* The number of Apartments listed includes all Apartments in the Project; this Ninth Supplementary Report only applies to 9 Commercial Apartments and 4 hotel/residential Apartments.

**Note:** The Declaration states that each "apartment" within the building (i.e., each condominium apartment other than a commercial apartment) may be used only as living accommodations for long-term residential use, hotel or transient vacation rental purposes, or other uses permitted by law, the Declaration and By-Laws, that are consistent with a resort destination, except for certain existing time share usage. The Project is located within the Resort Mixed Use Precinct of the Waikiki Special Design District which also allows both multi-family dwellings and hotel uses; however, the building is treated as a non-conforming hotel for zoning/land use ordinance purposes, and if the Project were to no longer qualify as a hotel, the parking in the building would be insufficient to satisfy the current zoning/land use ordinance requirements for a non-hotel multi-family condominium. An increase in the percentage of long-term residential uses may also be disallowed under the current zoning/land use ordinance. See the discussion on non-conformance in Section V.C.5(b) of this Report (bottom of page 20c).

5. Special Use Restrictions:

The Declaration and Bylaws may contain restrictions on the use and occupancy of the apartments. Restrictions for this condominium project include but are not limited to:

Pets: Per House Rules, require approval of the Board of Directors

Number of Occupants:

Other:

- (a) Restriction on washer/dryers, lanai floors and floor coverings; see By-Laws and House Rules and discussion in Section V.C.3 of this Report.
- (b) The owner of each commercial area in the building shall use such commercial area only for office purposes, sale of food, merchandise or services or any other commercial undertaking whether or not similar to the foregoing as permitted by law for parking, and for equipment and for maintenance, service, storage, equipment, locker, shower and utility rooms and other such facilities; see the Declaration and By-Laws.
- (c) The owner of Garage Area No. 1 shall use such garage area only for parking and storing of vehicles, for maintenance offices, maintenance shops, storage and storage rooms, janitorial offices, equipment and electrical panel rooms, loading stalls, repair shops, air conditioning storage and equipment room, paint shops and emergency generator room; see the Declaration and By-Laws.
- (d) The owner of the sky-room in the building shall use such sky-room area for the operation of a restaurant for dispensing of food, beverages and entertainment and/or for any other commercial uses permitted by law, together with equipment and appurtenances necessary for such restaurant operation or commercial uses; see the Declaration and By-Laws.
- (e) The owner of the laundry room area in the building shall use such laundry room area only for installation of washing and drying facilities and use thereof for hire for laundry purposes; see the Declaration and By-Laws.
- (f) The owner of the storage room area in the building shall use such storage room area only for the storage and dispensing of linen, towels and other supplies, materials and equipment to service for hire the apartments located on each floor of the building; see the Declaration and By-Laws.
- (g) Commercial Area No. 103 also has the following use provisions: The owner of Commercial Area No. 103 operating a restaurant on the first floor will make available restaurant services, including without limitation, the serving of food and beverages, to any portion of the common elements adjoining the commercial areas on the mall level which can be economically and feasibly serviced and shall provide such seating and other facilities at his own expense as are necessary to make such service available; see the Declaration.
- (h) The owner of Security Unit No. 106 shall use that area for security office use purposes only.
- (i) The owner of AOA Unit No. 206 shall use that area for an Association office, for long-term residential use, hotel or apartment transient vacation rental purposes, or other used permitted by law, the Declaration and the By-laws, that are consistent with a resort destination.

There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: <u>9</u>		Stairways: <u>6</u>		Trash Chutes: <u>0</u>	
Apt. Type	Quantity	BR/Bath	Net Living Area (sf*)	Net Other Area (sf*)	(Identify*)
A	745	1/1			
A-3	3	1/1			
A-3 (m)	5	1/1			
A-3.1 (m)	1	1/1			
A-4	1	1/1			
B	134	2/2			
B-4	1	2/2			
B-4 (m)	1	2/2			
B-7	1	2/2			
B-8	1	2/2			
C	16	0/1			
D	1	0/1			
E	71	0/1			
F	2	1/2			
G	1	0/1			
J	1	2/2			
K	22	1/1			
L-1	1	2/2			
L-2	2	loft			
L-3	1	loft			
M	6	2/2			
N-1	1	2/2			
N-2	1	3/2			
P-1	1	1/1			
Q-1	1	1/1			
R	1	1/1			
S-1	2	1/1			
S-1 (m)	1	1/1			
S-1.1	2	1/1			
S-1.1 (m)	1	1/1			
S-1.2	1	1/1			
S-1.3	1	1/1			
S-1.4	1	1/1			
S-1.5	1	1/1			
S-2	1	1/1			
S-3	2	1/1			
S-3 (m)	2	1/1			
S-3.1	3	1/1			
S-3.1 (m)	2	1/1			
S-4	1	1/1			
S-5	1	1/2			
S-6	1	1/1			
T	1	2/2			
U	1	2/2			
V	1	1/1			
V-1	1	1/2			
W	1	2/2			

\*See Exhibit B.

Commercial  
Apartments

11

Total Number of Commercial and Hotel/Residential Apartments: 1,061

\* Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

**\*\*NOTE:** The Net Living Area of all Apartments (other than the Affected Apartments and the 41 new apartments located on the 2<sup>nd</sup> floor and covered by the Public Report for Phase 2 of the Project) disclosed in Exhibit B is based on the information contained in the Declaration and other project documents as opposed to an independent measurement by the Developer. Due to the age of the Project and the requirements of the condominium statute in effect when the Project was created in the early 1960s, neither the Declaration nor the original public report discloses the method used to calculate the square footage. The Developer has recently discovered that, if an Apartment is remeasured from the interior surface of perimeter walls using the more sophisticated equipment available today, the net living area is different than as reflected in the Declaration and prior public reports. The approximate net living area for the Affected Apartments was calculated using modern equipment and methods of calculation.

Boundaries of Each Apartment:

The boundary line of each condominium apartment in the building is the exterior of the lanai railing, and where there is no such railing, the exterior of doors, windows, and glass walls, and the frames thereof, and the interior of unfinished surfaces of the perimeter walls, bearing walls and floors, and ceilings, said condominium apartment meaning and including the paint, wallpaper, tile, enamel, stain or other finishing on such interior surfaces, the lanai and the air space encompassed within said boundary line, together with fixtures and other such improvements located within said boundary line.

Permitted Alterations to Apartments: See Exhibit "C"

Apartments Designated for Owner-Occupants Only: THE PARAGRAPH BELOW IS NOT APPLICABLE TO THIS PROJECT

Fifty percent (50%) of residential apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by section 514A-102, HRS; or include the information here in this public report and in the announcement (see attachment 11 a). Developer has \_\_\_\_\_ elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: See note below\*

	<u>Regular</u>		<u>Covered</u>		<u>Tandem</u>		<u>Total</u>
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	
Assigned (for each unit)	_____	_____	_____	_____	_____	_____	_____
Guest	_____	_____	_____	_____	_____	_____	_____
Unassigned	_____	_____	_____	_____	_____	_____	_____
Extra for Purchase	_____	_____	_____	_____	_____	_____	_____
Others	_____	_____	_____	_____	_____	_____	_____
Total Covered & Open:	<u>See note below*</u>		_____	_____	_____	_____	_____

\*All parking stalls indicated on the condominium map for the Project: (a) are part of Garage Area No. 1 and, therefore, are owned by the owner of that commercial apartment or (b) are limited common elements appurtenant to Commercial Area No. 101. No other apartments have assigned parking stalls and there are no guest or unassigned parking stalls at the Project that may be used by the owners or guests of other apartments, except that, by lease the Association of Apartment Owners has the use of 2 parking stalls for loading purposes. There are no parking stalls at the Project that are available for purchase by buyers.

Each apartment will have the exclusive use of at least 0 parking stalls(s).

- Commercial parking garage permitted in condominium project.
- Exhibit \_\_\_\_\_ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

- There are no recreational or common facilities.
- Swimming pool                       Storage Area                       Recreation Area
- Laundry Area                       Tennis Court                       Trash Enclosure(s)
- Other: \_\_\_\_\_

9. Compliance With Building Code and Municipal Regulations; Cost to Cure Violations

- There are no violations as to the Affected Apartments.  Violations will not be cured.
- Violations and cost to cure are listed below:                       Violations will be cured by \_\_\_\_\_ (Date)

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations (For conversions of residential apartments in existence for at least five years):  
Not Applicable.

11. Conformance to Present Zoning Code:

- a.          No variances to zoning code have been granted.  
                Variance(s) to zoning code was/were granted as follows:

b.     Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	_____	<u>X (See Section V.C.5(b) and Exhibit "D")</u>	_____
Structures	_____	<u>X (See Section V.C.5(b) and Exhibit "D")</u>	_____
Lot	<u>  X  </u>	_____	_____

If a variance has been granted or if uses, improvements or lot are either non-conforming or illegal, buyer should consult with county zoning authorities as to possible limitations which may apply.

Limitations may include restrictions on extending, enlarging, or continuing the non-conformity, and restrictions on altering and repairing structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.

The buyer may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure, or lot.

D. Common Elements, Limited Common Elements, Common Interest:

1.     Common Elements: Common Elements are those parts of the condominium project other than the individual apartments. Although the common elements are owned jointly by all apartment owners, those portions of the common elements which are designated as limited common elements (see paragraph 2 below) may be used only by those apartments to which they are assigned. The common elements for this project, as described in the Declaration, are:

- described in Exhibit "E"  
     as follows:

2. Limited Common Elements: Limited Common Elements are those common elements which are reserved for the exclusive use of the owners of certain apartments.

There are no limited common elements in this project.

The limited common elements and the apartments which use them, as described in the Declaration, are:

described in Exhibit \_\_\_\_\_

as follows:

The Declaration states that the limited common elements will be all parking areas located on the premises, except the garage area in the building as shown on Condominium Map No. 3, which said limited common elements are reserved for the use of and are appurtenant to Commercial Area No. 101 and its owners to the exclusion of all other condominium apartments and their owners, (b) the three hallways, one women's restroom and one men's restroom to be located on the second floor, all as shown on the Condominium Map, which said limited common elements are reserved for the use of Commercial Area No. 103; provided that in accordance with and to the extent provided in Section 4(i) of the Declaration such hallways and restrooms areas, upon completion of construction, shall be converted to common areas; and (c) two (2) enclosed rooms on the center core of the second floor, area 23 square feet, more or less, and 47 square feet, more or less, as shown on Condominium Map No. 3, as amended, which rooms are reserved for the use of and are appurtenant to Laundry Area No. 350A through 350W, together with access for emergency purposes only through Apartment No. 201.

3. Common Interest: Each apartment will have an undivided fractional interest in all of the common elements. This interest is called the "common interest." It is used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by apartment owners, The common interests for the apartments in this project, as described in the Declaration, are:

described in Exhibit \_\_\_\_\_ "B"

as follows:

- E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of an apartment in the project

Exhibit \_\_\_\_"F"\_\_\_\_ describes the encumbrances against the title contained in the title reports for SFI Ilikai Property Owner LLC and SFI Ilikai Retail Owner LLC dated November 20, 2015 and issued by Title Guaranty of Hawaii, Incorporated. In addition, some of the commercial apartments are subject to tenant leases, which change from time to time. A buyer of a commercial apartment will be provided with copies of the tenant leases (if any) affecting that commercial apartment within five (5) days of execution of the sales contract for the commercial apartment.

Blanket Liens:

A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project that secures some type of monetary debt (such as a loan) or other obligation. A blanket lien is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

There are no blanket liens affecting title to the individual apartments.

There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. The buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
---------------------	---

F. Construction Warranties:

Warranties for individual apartments and the common elements, including the beginning and ending dates for each warranty, are as follows:

1. **Building and Other Improvements:**  
There is a standard one-year contractor's warranty under the AIA form construction contract for the renovation work recently completed or in the process of being completed within the hotel/residential Affected Apartments. The warranty period begins on the date of substantial completion of the work in the Affected Apartment and, to the extent it has not expired, the warranty will be assigned to buyers.
2. **Appliances and furnishings:**  
There may be manufacturers' warranties for recently installed appliances and furnishings; to the extent that there are and that they may be assigned, Developer will assign these warranties to buyers.

NOTE AS TO 1 AND 2 ABOVE: Developer acquired its title to the Affected Apartments in July 2009, more than forty-five years after completion of the Project. For that reason, the Developer itself is not making any warrants, and although any warranties from the contractor performing renovation work or from manufacturers will be assigned to buyers, the apartments (including but not limited to the roofs, walls, foundations, soils, plumbing, electrical and mechanical systems, etc.) and including the undivided interest in the common elements and the limited common elements appurtenant to the apartments are being sold to buyers in their **Existing "AS IS" Condition, WITHOUT WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, subject only to completion of the renovation work.** Without limitation, all warranties, express or implied, with respect to any apartment, the Project, any consumer products or anything else installed in any apartment or in the Project, including, but not limited to, any express or implied warranty of habitability, or merchantability, workmanlike construction or fitness for any particular purpose are, to the fullest extent permitted by law, disclaimed by Developer and waived by the buyers. **Buyers are strongly advised to have a professional inspection to ascertain the exact condition of the apartment being purchased and to make reasonable inquiry regarding individual concerns before the buyer's right to cancel the sales contract executed by the buyer expires or is waived by the buyer.**

G. **Status of Construction and Date of Completion or Estimated Date of Completion:**

Construction of the Project was completed in the early 1960's; renovations within the 23<sup>rd</sup> and 24<sup>th</sup> floor Apartments were completed in the second quarter of 2014 and renovations within the 22<sup>nd</sup> and 25<sup>th</sup> floor Apartments were completed in the third and fourth quarter of 2014.

H. **Project Phases:**

The developer  has  has not reserved the right to add to, merge, or phase this condominium.

The Project has been fully built; however, as described below, the Developers have the right to reconfigure, subdivide and renovate the Apartments, and the Developers may do that work in phases.

Summary of Developer's plans or right to perform for future development (such as additions, mergers or phasing):

See the description of the Developer's reserved rights to be contained in apartment deeds provided to buyers of the Affected Apartments, described in Exhibit "I".

Also note that, pursuant to the Declaration and/or the By-Laws, the owner from time to time of Sky-Room 30 and of Commercial Area No. 105 (whether or not the Developer) has the right to modify those apartments as more fully described in the Declaration and Bylaws and in Section V.C.5(j) of this Report. It is possible, but not guaranteed, that the Developer, as the current owner of those apartments, may further develop those apartments as permitted prior to the sale thereof.

IV. CONDOMINIUM MANAGEMENT

A. **Management of the Common Elements:** The Association of Apartment Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.

**Initial Condominium Managing Agent:** When the developer or the developer's affiliate is the initial condominium managing agent, the management contract must have a term of one year or less and the parties must be able to terminate the contract on notice of 60 days or less.

The initial condominium managing agent for this project named on page five (5) of this Report, is:

not affiliated with the Developer  the Developer or Developer's affiliate  
 self-managed by the Association of Apartment Owners  Other: See note below

**Hawaiian Properties Company, Inc. performs only fiscal property management for the Project; in all other respects, the Project is self-managed by the Association of Apartment Owners.**

B. **Estimate of Initial Maintenance Fees:**

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your apartment and the apartment may be sold through a foreclosure proceeding.

Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.

Exhibit G contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

C. **Utility Charges for Apartments:**

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

None  Electricity\* ( Common Elements only  Common Elements & Apartments)  
 Gas ( Common Elements only  Common Elements & Apartments)  
 Water  Sewer  Television Cable\*\*  
 Other Internet

\*Electricity consumed by the individual hotel/residential apartments as well as the commercial apartments is separately metered or submetered and charged to the owners of the apartments on the basis of actual consumption.

\*\*The monthly cable television and internet assessment is a fixed amount for each non-commercial apartment and charged in addition to the regular maintenance fees.

V. MISCELLANEOUS

A. **Sales Documents Filed With the Real Estate Commission:**

Sales documents on file with the Real Estate Commission include but are not limited to:

- Notice to Owner Occupants
- Specimen Sales Contract  
Exhibit "H" contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreements dated February 8, 2011.  
Exhibit "H" contains a summary of the pertinent provisions of the escrow agreements.
- Other \_\_\_\_\_

B. **Buyer's Right to Cancel Sales Contract:**

1. **Rights Under the Condominium Property Act (Chapter 514A, HRS):**

**Preliminary Report:** Sales made by the developer are not binding on the prospective buyer. Sales made by the developer may be binding on the developer unless the developer clearly states in the sales contract that sales are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

**Supplementary Report to a Preliminary Report:** Same as for Preliminary Report.

**Final Report or Supplementary Report to a Final Report:** Sales made by the developer are binding if:

- A) The Developer delivers to the buyer a copy of:
  - 1) Either the Final Public Report **OR** the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission; **AND**
  - 2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
- B) The buyer is given an opportunity to read the report(s); **AND**
- C) One of the following has occurred:
  - 1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or
  - 2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
  - 3) The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

**Material Change:** Binding contracts with the Developer may be rescinded by the buyer if:

- A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; **AND**
- B) The buyer has not waived the right to rescind,

If the buyer rescinds a binding sales contract because there has been a material change, the buyer is entitled to a full and prompt refund of any moneys the buyer paid.

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:
- A) Condominium Public Reports issued by the developer which have been issued an effective date by the Hawaii Real Estate Commission.
  - B) Declaration of Condominium Property Regime, as amended.
  - C) Bylaws of the Association of Apartment Owners, as amended.
  - D) House Rules, if any.
  - E) Condominium Map, as amended.
  - E) Escrow Agreements.
  - G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
  - H) Other \_\_\_\_\_

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer or through the developer's sales agent if any. The Condominium Property Regime law (Chapter 51 4A, HRS) and the Administrative Rules (Chapter 107) are available online. Please refer to the following sites:

Website to access official copy of laws: [www.capitol.hawaii.gov](http://www.capitol.hawaii.gov)  
 Website to access unofficial copy of laws: [www.hawaii.gov/dcca/hrs](http://www.hawaii.gov/dcca/hrs)  
 Website to access rules: [www.hawaii.gov/dcca/har](http://www.hawaii.gov/dcca/har)

This Public Report is a part of Registration No. 22 filed with the Real Estate Commission on September 18, 1963.

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C. **Additional Information Not Covered Above**

1. **Apartments Covered by this Report**

SFI Ilikai Property Owner LLC owns a total of 4 apartments in the Project, and SFI Ilikai Retail Owner LLC owns a total of 50 apartments in the Project (41 hotel/residential units and 9 commercial units). The 4 apartments owned by SFI Ilikai Property Owner LLC and the 9 commercial units owned by SFI Ilikai Retail Owner LLC are referred to in this Report as the "Affected Apartments". These apartments are listed by owner on Exhibit "A" attached to this Report.

Developer has made a reasonable effort to provide accurate disclosures about the entire Project. However the Project is over 45 years old, and because Developer only owns and has access to the Affected Apartments and the 41 new apartments on the 2<sup>nd</sup> floor comprising approximately 5% of the entire number of apartments in the Project, Developer had to rely, in part, on prior Public Reports and information available from the Board of Directors for certain disclosures and representations. Developer can only certify the contents of this Report with respect to Apartments owned by Developer as it has no control over or information with respect to what owners of other apartments may have done to their respective apartments.

2. **Agreements, Declaration Amendments and Leases.** Over time, portions of the Project which were common elements had been utilized by the owners of commercial apartments, and the Association of Apartment Owners had utilized portions of various commercial apartments. On March 2, 2011, the Association of Apartment Owners and the Developer entered into a global agreement to address the usage issues and other related issues. Among other things, per the global agreement and the vote of the members of the Association of Apartment Owners, the Fourth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Fifth Amendment of the First Restatement of the By-laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment of Condominium Map No. 3, dated March 14, 2011 (the "Fourth Amendment"), was executed and filed as Land Court Document No. 4072643.

On September 8, 2012, the Board of Directors and the Developer entered into a second agreement which further addressed usage and other issues. Per the agreement, and the vote of the members of the Association of Apartment Owners, the Fifth Amendment of the First Restatement of the Declaration of Condominium Property Regime of the Ilikai Apartment Building; Sixth Amendment of the First Restatement of the By-laws of the Association of Apartment Owners of Ilikai Apartment Building; Amendment to Condominium Map No. 3, dated December 10, 2012 (the "Fifth Amendment"), was executed and filed as Land Court Document No(s) T-8453001A thru T-8453001D.

The combined effect of the two agreements and the Fourth Amendment and Fifth Amendment are as follows:

- (a) Commercial Apartment No. 104 (lobby fountain), formerly owned by SFI Ilikai 104 LLC was converted to a Common Element.
- (b) The following portions of various Commercial Apartments formerly owned by SFI Ilikai Retail Owner LLC were converted to Common Elements: areas used by the Association for hot water tanks, trash collection, trash compactor, generators and fuel pump purposes, a lobby seating area, portions of the men's restroom, certain walkways/hallways, certain planters, the existing mailbox area and an adjacent area where additional mailboxes will be constructed.
- (c) A portion of Commercial Area No. 102 was subdivided into a new unit designated Security Unit No. 106, which new unit SFI Ilikai Retail Owner LLC conveyed to the AOAO for use as a security office.
- (d) A portion of Commercial Area No. 201 was subdivided into a new unit designated AOAO Unit No. 206, which new unit SFI Ilikai Retail Owner LLC conveyed to the AOAO for use as the AOAO office.
- (e) Portions of Commercial Area No. 50 (including parking stalls and under-utilized commercial areas) were deleted from Commercial Area No. 50 and consolidated into Garage Area No. 1.
- (f) Small portions of Garage Area No. 1 were deleted from Garage Area No. 1 and consolidated into Commercial Area No. 50.
- (g) Commercial Area No. 101 is permitted to utilize an area in the front of the Project for a taxi cab stand and, for so long as the taxi stand is permitted, the Association of Apartment Owners may retain as a planter a portion of the limited common elements appurtenant to Commercial Area No. 101.
- (h) The parties entered into 99-year leases and a 99-year easement as follows:
  - (i) SFI Ilikai Retail Owner LLC leased to the Association of Apartment Owners the following: three areas in the lower level of Commercial Area No. 50 for janitorial, maintenance and paint shops and storage room (designated in the lease as LPI, LP4 and LP7); one area currently within the upper level of Garage No. 1 for an electrical

- panel (designated in the lease as UPL), one area within Commercial Area No. 50 for generator and storage (designated in the lease as UPD), and two parking stalls in Garage Area No. 1 for loading and unloading.
- (ii) The Association of Apartment Owners leased to SFI Ilikai Retail Owner LLC the following: A portion of the common areas on the 1<sup>st</sup> and 2<sup>nd</sup> floors of the "C" wing for tennis court, ballroom and other commercial uses; a portion of the common areas adjacent to Commercial Area No. 103 where there is encroachment by existing improvements; and a roof area for the exhaust fan (such roof area lease is only for 5 years).
  - (iii) SFI Ilikai Property Owner LLC granted an easement to the Association of Apartment Owners over a portion of Commercial Area No. 101 for ADA accessibility.
  - (iv) The Association of Apartment Owners leased to SFI Ilikai Property Owner LLC the following: an area in the front of the Project for valet parking service; an area adjacent to Commercial Area No. 101 for hotel front desk and other hotel related services; and the laundry chute.

The leases and easement to the Association, items (i), (ii) and (iii) above, are accommodations by the Developer and the Association to resolve certain long-standing encroachments by the Association onto Commercial Apartments and certain long-standing encroachments by the Commercial Apartments onto Common Areas, to allow the continued use by the Association of certain garage areas, and to assist the Association in compliance with ADA requirements. The leases described in item (iv) are an accommodation by the Association to the hotel operations in the Project; because SFI Ilikai Property Owner LLC conveyed Commercial Area No. 101 to SFI Ilikai Retail Owner, LLC, these leases were assigned to SFI Ilikai Retail Owner LLC. At the end of the 99-year terms, the Association and the then-existing owner(s) of the affected Commercial Apartments will have to determine whether to continue the leases or to make other arrangements regarding the leased areas and the uses thereof.

To the extent the use of portions of a Commercial Apartment (as set forth in the Project documents) needed to be modified to allow the use of such areas as provided in the leases to the Association of Apartment Owners, such modifications were made by the Fourth Amendment which was approved by owners at the same meeting at which the global agreement and long-term leases were approved.

Because the portion of each apartment leased to the AOA is a minimal portion of the total apartment, the owners/lessors retain the voting rights for their respective apartments.

- (i) SFI Ilikai Retail Owner LLC committed to renovating various portions of the 2<sup>nd</sup> floor at its sole cost including: (i) constructing an open recreation area which will include a wading pool and seating area on a portion of Commercial Area No. 105; (ii) new restroom facilities and a new hallway access on a portion of Commercial Area No. 201; and (iii) a new hallway access on a portion of Commercial Area No. 202. SFI Ilikai Retail Owner LLC constructed a new hallway in the former Commercial Area No. 200 and completed construction of item (iii) above. Upon completion of all construction identified in items (i), (ii), and (iii) above, the open recreation area, wading pool, seating area, hallways and restrooms will be converted to Common Elements and the lease referenced in Section C.2.(h)(ii) with respect to the 2<sup>nd</sup> floor of the "C" wing will be amended to include only the common area on the 1<sup>st</sup> floor. Said new Common Elements are depicted in Exhibit "A" to the Fifth Amendment.
- (j) Certain second floor commercial space has been converted by SFI Ilikai Retail Owner LLC to new hotel/residential units with lanais; they are covered by the Public Report for Phase 2 of the Project.
- (k) SFI Ilikai Retail Property LLC may create a second stop on the glass elevator one floor below the current restaurant tenant, Sarento's. This will facilitate planning for future development of "Skyroom 30".
- (l) Unit owners, including the Developer, are permitted to subdivide, combine and resubdivide units and create limited common elements appurtenant thereto including the possible relocation of hallway doors, utility lines and unit demising walls and to upgrade utility facilities servicing their units upon compliance with the provisions in the project documents.

Copies of the agreements, the leases (including amendments) and the easement will be maintained by the Developer's broker and will be made available to a buyer for review upon request. Each lease and the

easement shows the area demised in an exhibit attached to the document.

3. Use of Apartment

(a) Clothes Washers or Dryers. Article VI, Section 1(e)(xii) of the By-Laws provides that no clothes washers or dryers shall be installed, kept or used in any of the apartments, except for clothes washers and/or dryers that were installed in apartments prior to October 9, 1990 and that have been "grandfathered in" pursuant to the provisions in said section.

(b) Lanai Floors. Article VI, Section 1(f)(x) of the By-Laws provides as follows:

(x) Extreme care must be taken to avoid causing any damage to the waterproof membrane on the lanai floors. Installation of any type of floor covering on the lanais is prohibited without the prior written approval of the Board. As a condition to giving its approval to any floor covering request, the Board may require that the apartment owner:

(1) Execute an indemnification agreement prepared by the Board;

(2) Pay for any expenses incurred by the Board relating to processing the apartment owner's approval request; and

(3) Perform any and all requirements set forth by the Board relating to the apartment owner's approval request.

Approval by the Board of any such request shall be deemed to include an agreement by the apartment owner to defend, indemnify and forever hold harmless the Association, the Board, directors, officers, employees and agents (collectively "Releasees") from and on account of any and all claims, demands, or actions that have been made or may be made and brought against Releasees after approval of any such request, relating in any way to any damages sustained or claims by the apartment owner relating to any such lanai floor covering, including the cost for any future removal and reinstallation of any such lanai floor covering should it become necessary for the Association to waterproof the lanai surface or perform any work on the lanai floors in the future which requires the removal of the lanai floor covering. The cost of removal and installation of any such lanai floor covering shall be at the apartment owner's sole expense.

(c) Floor Covering. Article VI, Section 2 of the By-Laws states, in pertinent part, as follows:

The owner of a condominium unit shall not, without the prior written consent of the Board, place any tile or any type of floor covering on the floors, except for carpeting. It is intended that the peace and tranquility of the Building be preserved and to effect that end, the Board may establish restrictions as to the type of tile or other floor covering which may be placed on the floors of the apartments.

4. Common Expenses and Condominium Apartment Expenses

Article VII, Sections 1 to 3 of the By-Laws describe the common expenses and the condominium apartment expenses and the method for allocating these expenses. The relevant provisions are outlined below:

Section 1. Common Expenses. The owner of each condominium unit shall be liable for and pay a share of the common expenses in proportion to the common interest in the common elements appurtenant to his condominium unit. Common expenses shall include all charges for taxes (except real property taxes and other such taxes which are or may hereafter be assessed separately on each condominium unit and the common interest in the common elements appertaining thereto or the personal property or any other interest of the owner), assessments, insurance, including fire and other casualty and liability insurance, costs or repair, reinstatement, rebuilding and replacement of the premises, yard, janitorial, and other similar services, wages, accounting and legal fees, management fee, and other necessary expenses of upkeep maintenance, management and operation actually incurred on or for the common elements, including limited common elements, and a reserve for maintenance and repair,

reinstatement, rebuilding and replacement of the premises and other contingencies.

Section 2. Condominium Unit Expenses. The owner of each condominium unit shall be liable for and pay a share, on the basis of the allocation set forth in Section 3(c) below, of all condominium unit expenses, including all charges for utility service, including water, electricity and gas, garbage removal and other similar services, provided for or made available to the owners and occupants of condominium units, and all wages, accounting and legal fees, management fees and other related costs.

Section 3. Allocation of Common Expenses and Condominium Unit Expenses. The Board shall, on behalf of all owners, determine in advance for each calendar year the estimated aggregate amount of the common expenses and condominium unit expenses for the year. The Board, on behalf of the owners, may from time to time during each year make reasonable adjustments in the estimated aggregate amount of common expenses and condominium unit expenses on the basis of actual costs incurred in prior months or periods. The estimated aggregate amount of common expenses and condominium unit expenses for each year shall be allocated as follows:

(a) The aggregate amount estimated by the Board shall be allocated to the common expense and the condominium unit expenses according to "fair and equitable methods" as determined by a certified public accountant selected by the Board.

(b) The amounts allocated to the common expenses are then prorated among the owners of condominium units in proportion to the common interest in the common elements appurtenant to the condominium units.

(c) The amounts allocated to the condominium unit expenses are allocated to six different classes of owners according to "fair and equitable methods" as determined by a certified public accountant selected by the Board. The six classes of owners are:

- (1) Owners of apartments
- (2) Owners of the commercial areas
- (3) Owner of the garage area
- (4) Owner of the sky-room
- (5) Owner of the laundry room area
- (6) Owner of the storage room area

The amount of the condominium unit expenses allocated to the different classes of owners is then prorated among the respective owners in each class according to "fair and equitable" methods as determined by a certified public accountant selected by the Board.

5. Additional Disclosures.

(a) Developer Not Original Developer. Developer was not the original developer of the Project and is not responsible for the original planning, design or construction of the Project.

(b) Non-Conforming Use/Building Code. On September 2, 2010, the definition of "hotel" under the Land Use Ordinance ("LUO") of the City and County of Honolulu was modified. Currently, under the LUO, a "hotel" is defined as follows: "a building or group of buildings containing lodging and/or dwelling units offering transient accommodations, and a clerk's desk or counter with 24-hour clerk service, and facilities for registration and keeping of records relating to hotel guests. A hotel may also include accessory uses and services intended primarily for the convenience and benefit of the hotel's guests, such as restaurants, shops, meeting rooms, and/or recreational and entertainment facilities". The Project has a clerk's desk with 24-hour clerk service and facilities for registration and keeping of records relating to hotel guests. At the time of the amendment to the LUO, a number of apartments in the Project were not offered for transient accommodations, although all of the Affected Apartments that are "hotel/residential units" were offered for transient accommodations. Currently, the Project is treated as a non-conforming hotel for zoning/LUO purposes. If in the future the Project fails to qualify as a "hotel" under the LUO, the parking would not be sufficient under the LUO for a non-hotel multi-family condominium. Further, the DPP has taken the position that a change in the use of the Apartments to other than hotel use (as defined in the LUO) will require a permit from the DPP and that the DPP will require the Apartment owner to adhere to different requirements for parking, park dedication and any other code-related issues for their change in use. Therefore,

notwithstanding the provisions in the Declaration and By-Laws, the Developer gives no assurances that the apartments can be used for long term occupancy under the current LUO provisions. Also, see Exhibit "D" for the architect's opinion given to the Real Estate Commission on behalf of a prior developer which notes that, in some respects, the building is non-conforming as to current Building Code requirements; although the Developer has not obtained any study, this may include the lanai railings. The Developer makes no representation as to the correctness or completeness of the architect's opinion.

It should also be noted that, over the years the Project, together with the property currently known as The Modern Honolulu and located on the adjacent lot (Tax Map Key parcel (1) 2-6-10-11) (the "Modern"), have been treated by the City and County of Honolulu as though they comprised a joint development of a non-conforming "hotel". The Modern has been sold to an entity unrelated to Developer and the Developer makes no representations as to what actions the owner of the Modern might take that could have an impact on the joint development. There are no agreements governing the relationship between the Ilikai and The Modern with respect to the treatment as a joint development.

Generally, the LUO allows non-conforming hotels to be continued and substantially remodeled with the same use up to the same floor area, subject to limitations set forth in Section 21-9.80-4(e) of the LUO. Also as a general matter, the existence of non-conforming conditions in the Project means that in the event of a major casualty which causes the destruction of the building to an extent of more than fifty percent (50%) of its replacement cost at the time of destruction, the building cannot be reconstructed except in conformity with the then current and applicable provisions of the LUO and the Uniform Building Code. The LUO provides certain exceptions to and flexibility in the general development standards applicable to non-conforming uses and structures, but Developer makes no promises, representations or warranties that the Project (and each buyer as an apartment owner and member of the Association of Apartment Owners) will realize any benefit from those exceptions and flexibility. Developer also makes no promises, representations or warranties that in the future (in connection with any change in status or use of the Project, the Modern or otherwise) the Project will not be required to conform to the requirements of the LUO, the Uniform Building Code adopted by the City and County of Honolulu, or any other requirements of the City and County of Honolulu.

**Buyers should consult their own attorney as to the effects of the non-conforming conditions of the Project.**

(c) Time Sharing. The Board of Directors proposed an amendment to the Declaration and Bylaws that (a) prohibits any apartment in the Project from being purchased, sold or used at any time under a time share plan or similar program (with the exception of the 123 apartments currently participating in the Shell/Wyndham time share program) and clarifies the uses that may be made of the residential/hotel apartments, and (b) permits only one representative of either SVC-Hawaii, L.L.C., SVC-Waikiki, L.L.C., Shell Owners Association-Hawaii, Wyndham Vacation Ownership, Inc. and/or an affiliate to serve on the Board (and this will include their respective successors and assigns, and purchasers), regardless of the number of units such entities (or their successors, assigns or purchasers) own, unless and until the number of Board members is increased, then the ratio of 1:9 shall be maintained. The owners voted on the amendment at a meeting held on July 29, 2014, at which time the amendment was approved. A copy of the amendment will be made available to buyers.

(d) Mold and Mildew. Microorganisms, including, but not limited to, mold, mildew, spores, or any other form of fungi or bacterial ("Microorganisms"), occur naturally in the environment and may be present in the indoor air and/or on or within the interior surfaces of the apartments, including, without limitation to, wall cavities, attics, windows, foundations, floor slabs, and/or on the exterior surfaces of the apartments, or any part thereof. Concentration of moisture in the apartments may result from cooking, showering or similar activities inside the apartments, the outside atmosphere, and/or the design, construction means and methods, and/or the building materials used in the construction of the apartments. This moisture may cause the growth, release, discharge, dispersal or presence of Microorganisms which, at certain levels, can cause deterioration of building materials, damage to property, health hazards, personal injuries and/or other irritant effects, such as, without limitation to, skin irritation, respiratory problems and/or allergic reactions. Likewise, concentrations of chemicals released from household furnishing, appliances, mechanical equipment, personal possessions or building materials may, at certain levels, create health hazards and/or other irritant effects, such as, without limitation to, skin irritation, respiratory problems and allergic reactions. Because Microorganisms occur naturally in the environment, Developer cannot eliminate the possibility that Microorganisms may grow or have grown in, on or about the apartments. Buyers may minimize these effects by proper utilization and maintenance of heating, cooling, dehumidification or ventilation equipment, interior maintenance and cleaning and exterior maintenance, such as, but not limited to, proper grading, landscaping, painting and caulking. Each buyer will acknowledge that the buyer has been informed of the effects of Microorganisms and chemicals, and each buyer will assume all risk of damage, personal injury or

destruction of or injury to property that may arise as a result of or be in any way connected with the indoor air quality or the presence of Microorganisms or chemicals in, on or about the apartments.

(e) Property Reports. The Developer has access to the following reports on the Project:

(i) Property Condition Report prepared by LandAmerica Assessment Corporation for Fremont Investment & Loan dated January 31, 2006. The report indicates that, at that time, and subject to the qualifications contained therein and subject to two relatively minor repair recommendations, the Project was in overall good condition and well-maintained. It was noted that, as the building ages, it can be anticipated that maintenance program costs could be anticipated to increase.

(ii) Phase I Environmental Site Assessment Report prepared by LandAmerica Assessment Corporation for Fremont Investment & Loan dated February 1, 2006. According to that report, the assessment revealed no evidence of recognized environmental conditions in connection with the Project. However, one prior recognized environmental condition had been previously resolved: contamination by an underground storage tank, which was closed and removed. A no further action letter, attached to the assessment, was issued for this matter. The assessment noted two other non-ASTM matters: (1) It referenced a prior limited scope asbestos survey in 1999 that identified some asbestos-containing materials in the Project. Based on the age of the building, the report noted the potential that asbestos-containing materials other than those specifically identified may be present. Lastly, the report noted that, at the time, the confirmed, presumed and suspect asbestos containing materials appeared in good condition with a low potential for disturbance. (2) Although samples taken for the report did not indicate the presence of lead-based paint, given the age of the building, the report noted that lead-based paint may be present. It noted that, at the time, all painted surfaces were observed to be in good condition. Developer makes no representation or warranty as to the accuracy or completeness of any such reports. Developer is providing these materials for informational purposes only; such third party reports may only be relied upon by the addressee of such reports. Copies of the reports obtained by Developer will be maintained by the broker and will be made available to a buyer for review upon request.

Developer has made no independent investigation as to the physical condition of the Project or any apartment or as to the existence of hazardous substances in the apartments or in, under or around the Project, including but not limited to, radioactive materials, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and any and all other substances or materials defined as or included in the definition of "hazardous substances", "hazardous wastes", "hazardous materials", or "toxic substances" under, or for the purposes of, hazardous materials laws (all such substances hereinafter collectively referred to as "Hazardous Materials"). In light of the age of the Project, there may be Hazardous Materials in the apartments or in, under or around the Project. Because of the possible presence of such substances, buyers may wish to have their respective apartments inspected to determine the extent (if any) of such contamination and any necessary remedial action. Developer will not correct any defects in the apartments or in the Project or anything installed or contained in them.

(f) Disclaimer. Except as the warranties with respect to renovations of the four hotel/residential apartments on the upper floors that may be assigned, as described in this Report, **the Developer is selling the apartments "as is" without any representations or warranties.** See the summary of the sales contract in Exhibit H and the separate disclosure abstract.

(g) Accessibility. **Buyers who plan to use their apartments as rentals or public accommodations should consult their own advisers about their obligations under disabilities laws.** See the discussion of pending litigation in subsection (i) below.

(h) Alterations to Apartments. Purchaser understands and accepts that, over the course of time, the interiors of certain apartments have been modified and are no longer as described in the Declaration. For example: (1) apartment types A and E were originally constructed with a shoji screen separating the bedroom and living room, but the shoji screen in certain of those apartments throughout the Project (including the Apartment) was removed many years ago such that the bedroom and living area are now one large area rather than separate, and (2) kitchens may have been added or removed and the location and layout of the kitchens, closets and entries may have been modified.

(i) Litigation. The Project is currently or was recently subject to the following litigation:

(i) Access Issues/Civil No. 11-1-0162-01VLC (First Circuit Court of the State of Hawaii). An access easement exists over State land immediately adjacent to the Project land and the Modern land. The owner of the Modern constructed improvements over that easement, and the Board of Directors took

the position that such construction was not permitted. Additionally, an access previously used by owners of apartments in the Project over the Modern building to (among other things) access the elevated bridge to the parking facility located on the Ilikai Marina project (directly across Hobron Lane) was blocked by the current owner of the Modern and no longer exists. A Mutual Settlement and Release Agreement ("Settlement Agreement") was reached between the parties on February 5, 2014. Pursuant to the Settlement Agreement, the owner of the Modern filed a perpetual grant of easement for access across the pool deck and a grant of easement over the Hobron Overpass, and the parties agreed to enter into a maintenance agreement for easements and related areas. A copy of the Settlement Agreement including the form of maintenance agreement will be provided to buyers upon request.

(ii) ADA/Case No. 09-00614 SOM-BMK (US District Court, District of Hawaii). On April 5, 2011, a disabled individual filed a third amended complaint against Aqua Hotels and Resorts ("Aqua"); the owners of various properties, including the Developer, who offer transient vacation rentals in the hotels managed or operated by Aqua; and the associations of various condominiums which include hotels managed or operated by Aqua, including the Association of Apartment Owners of the Ilikai Apartment Building, alleging that certain areas of this Project (and fifteen other projects) are not in compliance with the Americans with Disabilities Act ("ADA"). As of March 3, 2014, the parties entered into a Consent Decree, Settlement Agreement, Mutual Release, and Termination of Case with Prejudice ("Consent Decree") which requires the Association and the Developer to make certain modifications to the Project. A copy of the Consent Decree, including the list of modifications, will be provided to buyers upon request.

(iii) Foreclosure/Civil No 10-1-2345-22 RMB (First Circuit Court of the State of Hawaii). The Association of Apartment Owners of the Ilikai Apartment Building foreclosed on apartment 1731 for nonpayment of assessments; Daniel Tsukasa Omiya ("Omiya") was the successful bidder at the foreclosure sale; and the Association of Apartment Owners of the Ilikai Apartment Building, as grantor pursuant to its foreclosure rights under power of sale, conveyed the apartment to Omiya. Wells Fargo Bank, N.A., which held title to the apartment prior to the foreclosure and which was delinquent in its assessments and failed to appear at the foreclosure auction, filed suit against Omiya and the Association of Apartment Owners of the Ilikai Apartment Building claiming the foreclosure sale was defective and that the price paid was insufficient. The Board of Directors tendered defense of the suit to its insurer and the insurer is now defending the suit.

**Developer recommends that a buyer review the current minutes of the meetings of the Board of Directors (exclusive of the minutes of the Executive Sessions which are confidential and not available to the public) for updates on the status of the litigation, which minutes will be made available by Developer upon request as set forth in Subsection (n) below.**

(j) Commercial Area No. 105 and the Sky-Room 30 Development Rights. Pursuant to the Declaration and, as applicable, the By-Laws, the owners of Commercial Area No. 105 and Sky-Room 30 have the right to further develop those apartments.

(i) Sky-Room 30. The Declaration provides "The owner of Sky-room 30 may, in connection with the improvement of the existing elevator facilities comprising a part of that unit and utilities servicing such unit, construct an elevator stop on the 29<sup>th</sup> floor similar to the existing elevator stop on the 30<sup>th</sup> floor, provided that: (1) the plans and specifications for the elevator stop are approved in writing by the Board of Directors, which approval may not be unreasonably withheld, (2) such construction is to be performed in full compliance with all applicable laws, ordinances and regulations, including Building and Fire Codes, (3) such construction shall be performed at the sole cost and expense of such owner, and (4) such owner must obtain all necessary permits from governmental authorities required for such construction." The By-Laws provide: "The owner of the Sky-room No. 30 shall be permitted to construct, improve, enlarge, remodel, alter or otherwise utilize the twenty-eighth, twenty-ninth and thirtieth floors of the building as shown on Condominium Map No. 3, for any purposes for which the Sky-room No. 30 may be used as permitted by Section 7(a) of the Declaration, provided that (1) said improvements to be constructed be in full compliance with all applicable laws, ordinances and regulations, including Building and Fire Codes, (2) the plans and specifications of said improvements are to be approved in writing by the Board of Directors, which approval shall not be unreasonably withheld (3) said utilization herein permitted shall be made at the sole cost and expense of such owner, and (4) such owner shall protect and hold harmless the other condominium units and their owners and all mortgagees of said owners, the common elements, and the limited common elements and the premises from liens of any kind or character which may arise, for labor performed or materials furnished in connection with such utilization. The Board's approval of the alterations may be conditioned upon the Board having first received a certified written statement of a registered Hawaii architect or engineer that the proposed alterations shall not adversely affect the structural integrity of any part of the Project or jeopardize the soundness or safety of the Project in any way. As a further condition of its

approval, the Board may require that the owner of Sky-room No. 30 provide evidence satisfactory to the Board of sufficient financing to complete such alterations or additions or, in lieu thereof, require that the owner obtain a performance and lien payment bond, naming as obliges the Board and the Association, as their interests may appear, for a penal sum of not less than one hundred percent (100%) of the estimated cost of such alterations. All work approved by the Board under this Article VI, Section 4(c), shall be done only by a contractor or contractors licensed to do business in the State of Hawaii." The Declaration and Bylaws, as amended, each also provide that the owner of the Sky-room may use such Sky-room for the operation of a restaurant for dispensing of food, beverages and entertainment and/or for any other commercial uses permitted by law, together with equipment and appurtenances necessary for such uses, and that such provision controls over any other provisions in the Declaration and By-laws related to permitted uses or the construction of improvements for permitted uses.

(ii) Commercial Area No. 105. The Declaration provides: "The owner of Commercial Area No. 105 shall be permitted to construct, improve, or otherwise utilize such unit for future construction of improvements, provided that (1) said improvements to be constructed in full compliance with all applicable laws, ordinances and regulations, including building and fire codes, (2) the plans and specifications of said improvements be approved in writing by the Board of Directors, (3) said improvements shall be made at the sole cost and expense of such owner, and (4) such owner shall protect and hold harmless the other condominium units and their owners and all mortgagees of said units, the common elements, and the limited common elements and the premises from liens of any kind or character which may arise, for labor performed or materials furnished in connection with said improvements, including the carrying of such bond in such amount as the Board shall approve, conditioned to protect the aforementioned interests and to indemnify said interests against all actions, suits, damages and claims by whomsoever brought or made by reason of said improvements." The By-Laws contain a virtually identical provision, but also provide, with respect to such construction, that: "such owner shall procure at his own expense and cost, and keep in force until the completion of said improvements, a policy or policies of comprehensive general liability insurance in such amount as the Board shall approve to cover said Commercial Area No. 105."

The Developer makes no representation or warranty as to if or when any further build out of either or both of these units may occur.

(k) Nested Condo. It is possible that Developer may elect to submit one or more commercial apartments to another condominium property regime (i.e. a "nested" condominium) whereby such commercial apartment is further condominiumized to comprise 2 or more units under the nested condominium project. Any such nested condominium project would only affect the commercial apartment subject to that nested condo and would not affect the treatment of that apartment as one apartment under this Project. There is no assurance that any such submission for a "nested" condominium would be approved by the Real Estate Commission.

(l) Liquor License for Portions of Commercial Area No. 103. A liquor license for the Ilikai Bar and Grill and other portions of Commercial Area No. 103 is held by SFI Ilikai LL Inc. Any buyer of Commercial Area No. 103 which wishes to also obtain an assignment of the existing liquor license will need to enter into a separate agreement with SFI Ilikai LL Inc.

(m) Declaration of Restrictive Covenants. The Developer, as Declarant, recorded a Declaration of Restrictive Covenants (the "**Housekeeping CCRs**") that currently affects only Commercial Area No. 101 (the "**Front Desk Apartment**") and those Affected Apartments which are hotel/residential units (the "**Subject Apartments**"), but SFI Ilikai Retail Owner LLC is in the process of recording a Second Declaration of Restrictive Covenants subjecting the 41 new residential units on the second floor to the Housekeeping CCRs. Pursuant to the Housekeeping CCRs, so long as either the Front Desk Apartment Owner or its lessee (as applicable, called the "**Hotel Manager**") and UNITE HERE Local 5 are parties to a collective bargaining agreement, each owner of a Subject Apartment who is using the Subject Apartment as a Transient Vacation Unit (as defined in the LUO) and the Hotel Manager are required to enter into an agreement for cleaning and maintenance services in the form attached to the Housekeeping CCRs (the "**Housekeeping Agreement**"). If the owner of the Subject Apartment elects to enter into a front desk rental agreement with the Hotel Manager, that Owner is not required to enter into the Housekeeping Agreement; however, under no circumstances is an Owner required to enter into a front desk rental agreement with the Hotel Manager. Each Owner of a Subject Apartment indemnifies the Declarant, the Front Desk Apartment Owner and others from all claims arising directly or indirectly out of injury to person or property sustained by anyone in or about the Owner's apartment or in connection with the discharge of the indemnified parties' obligations under the Housekeeping CCRs other than the indemnitee's own gross negligence or willful misconduct. A copy of the Housekeeping CCRs will be provided to each purchaser.

(n) Minutes of Meetings of Board of Directors/Financial Statements. To the extent available to the

Developer and requested by a buyer, the Developer will make available to a buyer copies of the minutes of the meetings of the Board of Directors (exclusive of the minutes of the Executive Sessions which are confidential and not available to the public) for the 12-month period preceding the date the Buyer executes a sales contract for an apartment and the annual financial statements of the Association of Apartment Owners for the most recent 3 years available. Buyers should carefully review the minutes and financial statements.

(o) Condition of Property. Buyers are reminded that construction of the Project was completed in the early 1960s. Buyers should carefully review the reserve study and qualification thereto which is attached to the Disclosure Abstract. Similarly, Buyers should review the financial statements for the Association of Apartment Owners, including the discussion of the reserves.

(p) Board of Directors. Two officers of the Developer, Ben Dookchitra and Steve Stinson, are currently members of the 9-member Board of Directors, and Ben Dookchitra is currently President of the Board.

6. Encumbrances. Following is an explanation of certain title encumbrances listed on Exhibit F:

(a) Items 9 and 10: The survey referenced in Item 9 indicates there are five areas of encroachment—three of those are encroachments onto the Ilikai property by public facilities (concrete sidewalk, concrete island and bus shelter) and two are encroachments by a concrete curb from the Ilikai property into the adjoining State parcel. Developer will provide a copy of the survey to buyers upon request. Item 10-4 is a standard exclusion included by title companies to cover any issues that could be discovered by a new survey.

(b) Items 11, 12, 13, 14, 15, 16 and 17: The leases and global agreement referenced in these items are discussed above in Paragraph 2 on pages 20 and 20a. A copy of the global agreement and each lease (including exhibits thereto identifying and illustrating the areas being leased) will be maintained by the Developer's broker and will be made available to a buyer for review upon request.

7. Common Interest. The common interest allocated to each Apartment is described as a fractional interest using a denominator of 1330 (i.e. 1/1330). At the time the Project was created, it was determined that the larger residential Apartments and the Commercial Apartments should bear a higher fraction of the common costs. Accordingly some residential apartments have a 2/1330 fractional interest and the Commercial Apartments each have a varying fractional interest (i.e. Commercial Area No. 102 has a 17/1330 fractional interest). When all fractional interests are totaled, they equal 1330/1330 such that 100% of all common costs are allocated among the Apartments in the Project.

ORIGINAL

D. The developer declares subject to the penalties set forth in section 51 4A-49(b) the compliance with all county zoning and building ordinances and codes, and all other requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 51 is required to make this declaration for issuance of an effective date for a final publ \*as to the Affected Apartments

E. The developer hereby certifies that all the information contained in this Report and this Report and all documents to be furnished by the developer to buyers concernir reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

SFI ILIKAI PROPERTY OWNER LLC

By: [Signature]  
Duly Authorized Signatory\*

2/16/16  
Date

SFI ILIKAI RETAIL OWNER LLC

By: [Signature]  
Duly Authorized Signatory\*

2/16/16  
Date

Distribution:

Department of Finance, City & County of Honolulu

Planning Department, City & County of Honolulu

\* Must be signed for a: corporation by an officer; partnership or Limited Liability Partnership (LLP) by the general partner; Limited Liability Company (LLC) by the manager or member; and for an individual by the individual.

EXHIBIT A: List of Apartments Covered by Report ("Affected Apartments")

SFI ILIKAI RETAIL OWNER LLC

<u>Apartment No.</u>	<u>Common Interest</u>	<u>HPR No.</u>
Storage Area Nos. 300-A to 300-W	1/1330	0001
Laundry Area Nos. 350-A to 350-W	1/1330	1013
Sky Room 30	8/1330	1014
Garage Area No. 1	18/1330	1015
Commercial Area No. 50	5/1330	1016
Commercial Area No. 101	13/1330	1017
Commercial Area No. 102	13/1330	1018
Commercial Area No. 103	21/1330	1019
Commercial Area No. 105	5/1330	1021

SFI ILIKAI PROPERTY OWNER LLC

<u>Apartment No.</u>	<u>Common Interest</u>	<u>HPR No.</u>
2238	1/1330	874
2240	1/1330	876
2543	2/1330	1011
2544	2/1330	1012

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

A. The Resort Apartment Types, the Net Living Area, Lanai Area and Common Interest of each Type and the description of the layout of each Type is listed.

Type (No. of Apts.)	Net Living Area (sq. ft.)	Lanai Area (sq. ft.)	Total Area (sq. ft.)	Description	Common Interest
A (740)	500	120	620	Four (4) enclosed rooms of a bedroom, living room, kitchen and bathroom and an unenclosed lanai	1/1330
B (134)	988	252	1,240	Six (6) enclosed rooms of two bedrooms, two bathrooms, a living room and kitchen and two (2) unenclosed lanais	2/1330
C (10)	988	252	1,240	Six (6) enclosed rooms of two bedrooms, two bathrooms, a living room, kitchen and an unenclosed lanai	2/1330
D (1)	453	120	573	Three (3) enclosed rooms of a living room, kitchen and bathroom and an unenclosed lanai	1/1330
E (72)	500	120	620	Three (3) enclosed rooms of a living room, dressing room and bathroom and an unenclosed lanai	1/1330
F (2)	988	252	1,240	Five (5) enclosed rooms of a bedroom, living room, kitchen and two bathrooms and two (2) unenclosed lanais	2/1330
G (1)	428	80	508	Two (2) enclosed rooms of a living room and a bathroom and an unenclosed lanai	1/1330
H (1)	500	120	620	Three (3) enclosed rooms of a bedroom, kitchen and bathroom and an unenclosed lanai	1/1330
I (1)	1,620	240	1,860	Seven (7) enclosed rooms of two bedrooms, two bathrooms, one dressing room, one living-dining room and a kitchen and two (2) unenclosed lanais	3/1330
J (1)	2,372	1,268	3,628	Seven (7) enclosed rooms of two (2) bedrooms, two (2) bathrooms, a study, a living room, and a kitchen and two (2) unenclosed lanais	3/1330
K (22)	510	80	590	Four (4) enclosed rooms of a bedroom, living room, kitchen, and bathroom and an unenclosed lanai	1/1330
L-1 (1)	2,000	580	2,580	Seven (7) enclosed rooms of two (2) bedrooms, two (2) bathrooms, a study, a living room and a kitchen and one (1) unenclosed lanai	2.5/1330

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Type (No. of Apts.)	Net Living Area (sq. ft.)	Lanal Area (sq. ft.)	Total Area (sq. ft.)	Description	Common Interest
L-2 (2)	2,378	120	2,498	One (1) enclosed room, to be further partitioned by the owners and an unenclosed lanai	2.5/1330
L-3 (1)	1,925	583	2,508	One (1) enclosed room, to be further partitioned by the owners and an unenclosed lanai	2.5/1330
M (6)	1,000	80	1,080	Six (6) enclosed rooms of two (2) bedrooms, two (2) bathrooms, a living room, and kitchen and one (1) unenclosed lanai	2/1330
N-1 (1)	1,000	570	1,570	Six (6) enclosed rooms of two (2) bedrooms, two (2) bathrooms, a living room, and kitchen and two (2) unenclosed lanai	2.5/1330
N-2 (1)	1,527	616	2,143	Seven (7) enclosed rooms of three (3) bedrooms, two (2) bathrooms, a living room and a kitchen and two (2) unenclosed lanai	2.5/1330

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

B. The Apartment number and Apartment Type is listed for each Resort Apartment

Apartment Number	Apartment Type	Net Living Area (sq. ft.)	Lanal Area (sq. ft.)	Total Area (sq. ft.)
301	A	500	120	620
302	A	500	120	620
303	A	500	120	620
304	A	500	120	620
305	A	500	120	620
306	A	500	120	620
307	A	500	120	620
308	A	500	120	620
309	B	988	252	1,240
310	B	988	252	1,240
311	A	500	120	620
312	A	500	120	620
313	A	500	120	620
314	A	500	120	620
315	A	500	120	620
316	A	500	120	620
317	A	500	120	620
318	A	500	120	620
319	A	500	120	620
320	A	500	120	620
321	A	500	120	620
322	A	500	120	620
323	A	500	120	620
324	A	500	120	620
325	B	988	252	1,240
326	B	988	252	1,240
327	K	510	50	560
328	A	500	120	620
329	A	500	120	620
330	A	500	120	620
331	A	500	120	620
332	A	500	120	620
333	A	500	120	620
334	A	500	120	620
335	A	500	120	620
336	A	500	120	620
337	A	500	120	620
338	A	500	120	620
339	A	500	120	620
340	A	500	120	620
341	A	500	120	620
342	D	483	120	603
343	B	988	252	1,240
344	B	988	252	1,240
401	A	500	120	620
402	A	500	120	620

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Apartment Number	Apartment Type	Net Living Area (sq. ft.)	Lanal Area (sq. ft.)	Total Area (sq. ft.)
403	A	500	120	620
404	A	500	120	620
405	A	500	120	620
406	A	500	120	620
407	A	500	120	620
408	A	500	120	620
409	B	988	252	1,240
410	B	988	252	1,240
411	A	500	120	620
412	A	500	120	620
413	A	500	120	620
414	A	500	120	620
415	A	500	120	620
416	A	500	120	620
417	A	500	120	620
418	A	500	120	620
419	A	500	120	620
420	A	500	120	620
421	A	500	120	620
422	A	500	120	620
423	A	500	120	620
424	A	500	120	620
425	B	988	252	1,240
426	B	988	252	1,240
427	K	510	80	590
428	A	500	120	620
429	A	500	120	620
430	A	500	120	620
431	A	500	120	620
432	A	500	120	620
433	A	500	120	620
434	A	500	120	620
435	A	500	120	620
436	A	500	120	620
437	A	500	120	620
438	A	500	120	620
439	A	500	120	620
440	A	500	120	620
441	A	500	120	620
442	A	500	120	620
443	B	988	252	1,240
444	B	988	252	1,240
501	A	500	120	620
502	A	500	120	620
503	A	500	120	620
504	A	500	120	620
505	A	500	120	620
506	A	500	120	620

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Apartment Number	Apartment Type	Net Living Area (sq. ft.)	Lunal Area (sq. ft.)	Total Area (sq. ft.)
507	A	500	120	620
508	A	500	120	620
509	B	988	252	1,240
510	B	988	252	1,240
511	A	500	120	620
512	A	500	120	620
513	A	500	120	620
514	A	500	120	620
515	A	500	120	620
516	A	500	120	620
517	A	500	120	620
518	A	500	120	620
519	A	500	120	620
520	A	500	120	620
521	A	500	120	620
522	A	500	120	620
523	A	500	120	620
524	A	500	120	620
525	B	988	252	1,240
526	B	988	252	1,240
527	K	510	80	590
528	A	500	120	620
529	A	500	120	620
530	A	500	120	620
531	A	500	120	620
532	A	500	120	620
533	A	500	120	620
534	A	500	120	620
535	A	500	120	620
536	A	500	120	620
537	A	500	120	620
538	A	500	120	620
539	C	988	252	1,240
540	A	500	120	620
542	A	500	120	620
543	B	988	252	1,240
544	B	988	252	1,240
601	A	500	120	620
602	A	500	120	620
603	A	500	120	620
604	A	500	120	620
605	A	500	120	620
606	A	500	120	620
607	A	500	120	620
608	A	500	120	620
609	B	988	252	1,240
610	B	988	252	1,240
611	A	500	120	620

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Apartment Number	Apartment Type	Net Living Area (sq. ft.)	Lanal Area (sq. ft.)	Total Area (sq. ft.)
612	A	500	120	620
613	A	500	120	620
614	A	500	120	620
615	A	500	120	620
616	A	500	120	620
617	A	500	120	620
618	A	500	120	620
619	A	500	120	620
620	A	500	120	620
621	A	500	120	620
622	A	500	120	620
623	A	500	120	620
624	A	500	120	620
625	B	988	252	1,240
626	B	988	252	1,240
627	K	510	80	590
628	A	500	120	620
629	A	500	120	620
630	A	500	120	620
631	A	500	120	620
632	A	500	120	620
633	A	500	120	620
634	A	500	120	620
635	A	500	120	620
636	A	500	120	620
637	A	500	120	620
638	A	500	120	620
639	A	500	120	620
640	A	500	120	620
641	A	500	120	620
642	A	500	120	620
643	B	988	252	1,240
644	B	988	252	1,240
701	A	500	120	620
702	A	500	120	620
703	A	500	120	620
704	A	500	120	620
705	A	500	120	620
706	A	500	120	620
707	A	500	120	620
708	A	500	120	620
709	B	988	252	1,240
710	B	988	252	1,240
711	A	500	120	620
712	A	500	120	620
713	A	500	120	620
714	A	500	120	620
715	A	500	120	620

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Apartment Number	Apartment Type	Net Living Area (sq. ft.)	Lanal Area (sq. ft.)	Total Area (sq. ft.)
716	A	500	120	620
717	A	500	120	620
718	A	500	120	620
719	A	500	120	620
720	A	500	120	620
721	A	500	120	620
722	A	500	120	620
723	A	500	120	620
724	A	500	120	620
725	B	988	252	1,240
726	B	988	252	1,240
727	K	510	80	690
728	A	500	120	620
729	A	500	120	620
730	A	500	120	620
731	A	500	120	620
732	A	500	120	620
733	A	500	120	620
734	A	500	120	620
735	A	500	120	620
736	A	500	120	620
737	A	500	120	620
738	A	500	120	620
739	A	500	120	620
740	A	500	120	620
741	A	500	120	620
742	A	500	120	620
743	B	988	252	1,240
744	B	988	252	1,240
801	A	500	120	620
802	A	500	120	620
803	A	500	120	620
804	A	500	120	620
805	A	500	120	620
808	A	500	120	620
807	A	500	120	620
808	A	500	120	620
809	B	988	252	1,240
810	B	988	252	1,240
811	A	500	120	620
812	A	500	120	620
813	A	500	120	620
814	A	500	120	620
815	A	500	120	620
816	A	500	120	620
817	A	500	120	620
818	A	500	120	620
819	A	500	120	620

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Apartment Number	Apartment Type	Net Living Area (sq. ft.)	Lanal Area (sq. ft.)	Total Area (sq. ft.)
820	A	500	120	620
821	A	500	120	620
822	A	500	120	620
823	A	500	120	620
824	A	500	120	620
825	B	988	252	1,240
826	B	988	252	1,240
827	K	510	80	590
828	A	500	120	620
829	A	500	120	620
830	A	500	120	620
831	A	500	120	620
832	A	500	120	620
833	A	500	120	620
834	A	500	120	620
835	A	500	120	620
838	A	500	120	620
837	A	500	120	620
838	A	500	120	620
839	A	500	120	620
840	A	500	120	620
841	A	500	120	620
842	A	500	120	620
843	B	988	252	1,240
844	B	988	252	1,240
901	A	500	120	620
902	A	500	120	620
903	A	500	120	620
904	A	500	120	620
905	A	500	120	620
908	A	500	120	620
907	A	500	120	620
908	A	500	120	620
909	B	988	252	1,240
910	B	988	252	1,240
911	A	500	120	620
912	A	500	120	620
913	A	500	120	620
914	A	500	120	620
915	A	500	120	620
916	A	500	120	620
917	A	500	120	620
918	A	500	120	620
919	A	500	120	620
920	A	500	120	620
921	A	500	120	620
922	A	500	120	620
923	A	500	120	620

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Apartment Number	Apartment Type.	Net Living Area (sq. ft.)	Land Area (sq. ft.)	Total Area (sq. ft.)
924	A	500	120	620
925	B	988	252	1,240
926	B	988	252	1,240
927	K	510	80	590
928	A	500	120	620
929	A	500	120	620
930	A	500	120	620
931	A	500	120	620
932	A	500	120	620
933	A	500	120	620
934	A	500	120	620
935	A	500	120	620
936	A	500	120	620
937	A	500	120	620
938	A	500	120	620
939	A	500	120	620
940	A	500	120	620
941	A	500	120	620
942	A	500	120	620
943	B	988	252	1,240
944	B	988	252	1,240
1001	A	500	120	620
1002	A	500	120	620
1003	A	500	120	620
1004	A	500	120	620
1005	A	500	120	620
1006	A	500	120	620
1007	A	500	120	620
1008	A	500	120	620
1009	B	988	252	1,240
1010	B	988	252	1,240
1011	A	500	120	620
1012	A	500	120	620
1013	A	500	120	620
1014	A	500	120	620
1015	A	500	120	620
1016	A	500	120	620
1017	A	500	120	620
1018	A	500	120	620
1019	A	500	120	620
1020	A	500	120	620
1021	A	500	120	620
1022	A	500	120	620
1023	A	500	120	620
1024	A	500	120	620
1025	B	988	252	1,240
1026	B	988	252	1,240
1027	K	510	80	590

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Apartment Number	Apartment Type.	Net Living Area (sq. ft.)	Lanal Area (sq. ft.)	Total Area (sq. ft.)
1029	A	500	120	620
1029	A	500	120	620
1030	A	500	120	620
1031	A	500	120	620
1032	A	500	120	620
1033	A	500	120	620
1034	A	500	120	620
1035	A	500	120	620
1036	A	500	120	620
1037	A	500	120	620
1038	A	500	120	620
1039	A	500	120	620
1040	A	500	120	620
1041	A	500	120	620
1042	A	500	120	620
1043	B	988	252	1,240
1044	B	988	252	1,240
1101	A	500	120	620
1102	A	500	120	620
1103	A	500	120	620
1104	A	500	120	620
1105	A	500	120	620
1105	A	500	120	620
1107	A	500	120	620
1108	A	500	120	620
1109	B	988	252	1,240
1110	B	988	252	1,240
1111	A	500	120	620
1112	A	500	120	620
1113	A	500	120	620
1114	A	500	120	620
1115	A	500	120	620
1116	A	500	120	620
1117	A	500	120	620
1117	A	500	120	620
1118	A	500	120	620
1119	A	500	120	620
1120	A	500	120	620
1121	A	500	120	620
1122	A	500	120	620
1123	A	500	120	620
1124	A	500	120	620
1125	B	988	252	1,240
1126	B	988	252	1,240
1127	K	510	80	590
1128	A	500	120	620
1129	A	500	120	620
1130	A	500	120	620
1131	A	500	120	620

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Apartment Number	Apartment Type	Net Living Area (sq. ft.)	Land Area (sq. ft.)	Total Area (sq. ft.)
1132	A	500	120	620
1133	A	500	120	620
1134	A	500	120	620
1135	A	500	120	620
1136	A	500	120	620
1137	A	500	120	620
1138	A	500	120	620
1139	A	500	120	620
1140	A	500	120	620
1141	A	500	120	620
1142	A	500	120	620
1143	B	988	252	1,240
1144	B	988	252	1,240
1201	A	500	120	620
1202	A	500	120	620
1203	A	500	120	620
1204	A	500	120	620
1205	A	500	120	620
1206	A	500	120	620
1207	A	500	120	620
1208	A	500	120	620
1209	B	988	252	1,240
1210	B	988	252	1,240
1211	A	500	120	620
1212	A	500	120	620
1213	A	500	120	620
1214	A	500	120	620
1215	A	500	120	620
1216	A	500	120	620
1217	A	500	120	620
1218	A	500	120	620
1219	A	500	120	620
1220	A	500	120	620
1221	A	500	120	620
1222	A	500	120	620
1223	A	500	120	620
1224	A	500	120	620
1225	B	988	252	1,240
1226	B	988	252	1,240
1227	K	510	80	590
1228	A	500	120	620
1229	A	500	120	620
1230	A	500	120	620
1231	A	500	120	620
1232	A	500	120	620
1233	A	500	120	620
1234	A	500	120	620
1235	A	500	120	620

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Apartment Number	Apartment Type.	Net Living Area (sq. ft.)	Lanal Area (sq. ft.)	Total Area (sq. ft.)
1236	A	500	120	620
1237	A	500	120	620
1238	A	500	120	620
1239	O	988	252	1,240
1240	A	500	120	620
1242	A	500	120	620
1243	B	988	252	1,240
1244	B	988	252	1,240
1301	A	500	120	620
1302	A	500	120	620
1303	A	500	120	620
1304	A	500	120	620
1305	A	500	120	620
1308	A	500	120	620
1307	A	500	120	620
1308	A	500	120	620
1309	B	988	252	1,240
1310	B	988	252	1,240
1311	A	500	120	620
1312	A	500	120	620
1313	A	500	120	620
1314	A	500	120	620
1315	A	500	120	620
1316	A	500	120	620
1317	A	500	120	620
1318	C	988	252	1,240
1319	A	500	120	620
1321	A	500	120	620
1322	C	988	252	1,240
1323	A	500	120	620
1325	B	988	252	1,240
1326	B	988	252	1,240
1327	K	510	80	590
1328	A	500	120	620
1329	A	500	120	620
1330	A	500	120	620
1331	A	500	120	620
1333	A	500	120	620
1334	C	988	252	1,240
1335	A	500	120	620
1336	A	500	120	620
1337	A	500	120	620
1338	A	500	120	620
1339	A	500	120	620
1340	A	500	120	620
1341	A	500	120	620
1342	A	500	120	620
1343	B	988	252	1,240

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Apartment Number	Apartment Type.	Net Living Area (sq. ft.)	Lanal Area (sq. ft.)	Total Area (sq. ft.)
1344	B	988	252	1,240
1401	A	500	120	620
1402	A	500	120	620
1403	A	500	120	620
1404	A	500	120	620
1405	A	500	120	620
1406	A	500	120	620
1407	A	500	120	620
1409	A	500	120	620
1409	B	988	252	1,240
1410	B	988	252	1,240
1411	A	500	120	620
1412	A	500	120	620
1413	A	500	120	620
1414	A	500	120	620
1415	A	500	120	620
1416	A	500	120	620
1417	A	500	120	620
1418	C	988	252	1,240
1419	A	500	120	620
1421	A	500	120	620
1422	A	500	120	620
1423	A	500	120	620
1424	A	500	120	620
1426	B	988	252	1,240
1426	B	988	252	1,240
1427	K	510	80	590
1428	A	500	120	620
1429	A	500	120	620
1430	A	500	120	620
1431	C	988	252	1,240
1434	C	988	252	1,240
1435	A	500	120	620
1436	A	500	120	620
1437	A	500	120	620
1438	A	500	120	620
1439	A	500	120	620
1440	A	500	120	620
1441	A	500	120	620
1442	A	500	120	620
1443	B	988	252	1,240
1444	B	988	252	1,240
1501	A	500	120	620
1502	A	500	120	620
1503	A	500	120	620
1504	A	500	120	620
1505	A	500	120	620
1508	A	500	120	620

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Apartment Number	Apartment Type	Net Living Area (sq. ft.)	Lanal Area (sq. ft.)	Total Area (sq. ft.)
1507	A	500	120	620
1508	A	500	120	620
1509	B	988	252	1,240
1510	B	988	252	1,240
1511	A	500	120	620
1512	A	500	120	620
1513	A	500	120	620
1514	A	500	120	620
1515	A	500	120	620
1516	A	500	120	620
1517	A	500	120	620
1518	C	988	252	1,240
1519	A	500	120	620
1521	A	500	120	620
1522	A	500	120	620
1523	A	500	120	620
1524	A	500	120	620
1525	B	988	252	1,240
1526	B	988	252	1,240
1527	K	510	80	590
1528	A	500	120	620
1529	A	500	120	620
1530	A	500	120	620
1531	A	500	120	620
1532	A	500	120	620
1533	A	500	120	620
1534	A	500	120	620
1535	A	500	120	620
1536	A	500	120	620
1537	A	500	120	620
1538	A	500	120	620
1539	A	500	120	620
1540	A	500	120	620
1541	A	500	120	620
1542	A	500	120	620
1543	B	988	252	1,240
1544	B	988	252	1,240
1601	A	500	120	620
1602	A	500	120	620
1603	A	500	120	620
1604	A	500	120	620
1605	A	500	120	620
1606	A	500	120	620
1607	A	500	120	620
1608	A	500	120	620
1609	B	988	252	1,240
1610	B	988	252	1,240
1611	A	500	120	620

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Apartment Number	Apartment Type.	Net Living Area (sq. ft.)	Lanal Area (sq. ft.)	Total Area (sq. ft.)
1612	A	500	120	620
1613	A	500	120	620
1614	A	500	120	620
1615	A	500	120	620
1616	A	500	120	620
1617	A	500	120	620
1618	C	988	252	1,240
1619	A	500	120	620
1621	A	500	120	620
1622	A	500	120	620
1623	A	500	120	620
1624	A	500	120	620
1626	B	988	252	1,240
1627	K	510	80	590
1628	A	500	120	620
1629	A	500	120	620
1630	A	500	120	620
1631	C	988	252	1,240
1634	C	988	252	1,240
1635	A	500	120	620
1636	A	500	120	620
1637	A	500	120	620
1638	A	500	120	620
1639	A	500	120	620
1640	A	500	120	620
1641	A	500	120	620
1642	A	500	120	620
1643	B	988	252	1,240
1644	B	988	252	1,240
1701	A	500	120	620
1702	A	500	120	620
1703	A	500	120	620
1704	A	500	120	620
1705	A	500	120	620
1706	A	500	120	620
1707	A	500	120	620
1708	A	500	120	620
1709	B	988	252	1,240
1710	B	988	252	1,240
1711	A	500	120	620
1712	A	500	120	620
1713	A	500	120	620
1714	A	500	120	620
1715	A	500	120	620
1716	A	500	120	620
1717	A	500	120	620
1718	A	500	120	620

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Apartment Number	Apartment Type.	Net Living Area (sq. ft.)	Lanal Area (sq. ft.)	Total Area (sq. ft.)
1719	A	500	120	620
1720	A	500	120	620
1721	A	500	120	620
1722	A	500	120	620
1723	A	500	120	620
1724	A	500	120	620
1725	B	988	252	1,240
1726	B	988	252	1,240
1727	K	510	80	590
1728	A	500	120	620
1729	A	500	120	620
1730	A	500	120	620
1731	A	500	120	620
1732	A	500	120	620
1733	A	500	120	620
1734	A	500	120	620
1735	A	500	120	620
1736	A	500	120	620
1737	A	500	120	620
1738	A	500	120	620
1739	A	500	120	620
1740	A	500	120	620
1741	A	500	120	620
1742	A	500	120	620
1743	B	988	252	1,240
1744	B	988	252	1,240
1801	A	500	120	620
1802	A	500	120	620
1803	A	500	120	620
1804	A	500	120	620
1805	A	500	120	620
1806	A	500	120	620
1807	A	500	120	620
1808	A	500	120	620
1809	B	988	252	1,240
1810	B	988	252	1,240
1811	A	500	120	620
1812	A	500	120	620
1813	A	500	120	620
1814	A	500	120	620
1815	A	500	120	620
1816	A	500	120	620
1817	A	500	120	620
1818	A	500	120	620
1819	A	500	120	620
1820	A	500	120	620
1821	A	500	120	620
1822	C	988	252	1,240

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Apartment Number	Apartment Type.	Net Living Area (sq. ft.)	Lanal Area (sq. ft.)	Total Area (sq. ft.)
1823	A	500	120	620
1825	B	988	252	1,240
1826	B	988	252	1,240
1827	K	510	80	590
1828	A	500	120	620
1829	A	500	120	620
1830	A	500	120	620
1831	A	500	120	620
1833	A	500	120	620
1834	C	988	252	1,240
1835	A	500	120	620
1836	A	500	120	620
1837	A	500	120	620
1838	A	500	120	620
1839	A	500	120	620
1840	A	500	120	620
1841	A	500	120	620
1842	A	500	120	620
1843	B	988	252	1,240
1844	B	988	252	1,240
1801	A	500	120	620
1902	A	500	120	620
1903	A	500	120	620
1904	A	500	120	620
1905	A	500	120	620
1906	A	500	120	620
1907	A	500	120	620
1908	A	500	120	620
1909	B	988	252	1,240
1910	B	988	252	1,240
1911	A	500	120	620
1912	A	500	120	620
1913	A	500	120	620
1914	A	500	120	620
1915	A	500	120	620
1916	A	500	120	620
1917	A	500	120	620
1918	A	500	120	620
1919	A	500	120	620
1920	A	500	120	620
1921	A	500	120	620
1922	A	500	120	620
1923	A	500	120	620
1924	A	500	120	620
1925	B	988	252	1,240
1926	B	988	252	1,240
1927	K	510	80	590
1928	A	500	120	620

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Apartment Number	Apartment Type.	Net Living Area (sq. ft.)	Lanal Area (sq. ft.)	Total Area (sq. ft.)
1929	A	500	120	620
1930	A	500	120	620
1931	C	988	252	1,240
1934	C	988	252	1,240
1935	A	500	120	620
1936	A	500	120	620
1937	A	500	120	620
1938	A	500	120	620
1939	A	500	120	620
1940	A	500	120	620
1941	A	500	120	620
1942	A	500	120	620
1943	B	988	252	1,240
1944	B	988	252	1,240
2001	A	500	120	620
2002	A	500	120	620
2003	A	500	120	620
2004	A	500	120	620
2005	A	500	120	620
2006	A	500	120	620
2007	A	500	120	620
2008	A	500	120	620
2009	B	988	252	1,240
2010	B	988	252	1,240
2011	A	500	120	620
2012	A	500	120	620
2013	A	500	120	620
2014	A	500	120	620
2015	A	500	120	620
2016	A	500	120	620
2017	A	500	120	620
2018	A	500	120	620
2019	A	500	120	620
2020	A	500	120	620
2021	A	500	120	620
2022	A	500	120	620
2023	A	500	120	620
2024	A	500	120	620
2025	B	988	252	1,240
2026	B	988	252	1,240
2027	K	510	80	590
2028	A	500	120	620
2029	A	500	120	620
2030	A	500	120	620
2031	A	500	120	620
2032	A	500	120	620
2033	A	500	120	620
2034	A	500	120	620

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Apartment Number	Apartment Type.	Net Living Area (sq. ft.)	Lanal Area (sq. ft.)	Total Area (sq. ft.)
2035	A	500	120	620
2036	A	500	120	620
2037	A	500	120	620
2038	A	500	120	620
2039	A	500	120	620
2040	A	500	120	620
2041	A	500	120	620
2042	A	500	120	620
2043	B	988	252	1,240
2044	B	988	252	1,240
2101	A	500	120	620
2102	A	500	120	620
2103	A	500	120	620
2104	A	500	120	620
2105	A	500	120	620
2106	A	500	120	620
2107	A	500	120	620
2108	A	500	120	620
2109	B	988	252	1,240
2110	B	988	252	1,240
2111	A	500	120	620
2112	A	500	120	620
2113	A	500	120	620
2114	A	500	120	620
2115	A	500	120	620
2116	A	500	120	620
2117	A	500	120	620
2118	A	500	120	620
2119	A	500	120	620
2120	A	500	120	620
2121	A	500	120	620
2122	A	500	120	620
2123	A	500	120	620
2124	A	500	120	620
2125	B	988	252	1,240
2126	B	988	252	1,240
2127	K	510	80	590
2128	A	500	120	620
2129	A	500	120	620
2130	A	500	120	620
2131	A	500	120	620
2132	A	500	120	620
2133	A	500	120	620
2134	A	500	120	620
2135	A	500	120	620
2136	A	500	120	620
2137	A	500	120	620
2138	A	500	120	620

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Apartment Number	Apartment Type.	Net Living Area (sq. ft.)	Lanal Area (sq. ft.)	Total Area (sq. ft.)
2139	A	500	120	620
2140	A	500	120	620
2141	A	500	120	620
2142	A	500	120	620
2143	B	988	252	1,240
2144	B	988	252	1,240
2201	A	500	120	620
2202	A	500	120	620
2203	E	500	120	620
2204	E	500	120	620
2205	A	500	120	620
2206	A	500	120	620
2207	E	500	120	620
2208	E	500	120	620
2209	B	988	252	1,240
2210	B	988	252	1,240
2211	A	500	120	620
2212	A	500	120	620
2213	A	500	120	620
2214	A	500	120	620
2215	E	500	120	620
2216	E	500	120	620
2217	A	500	120	620
2218	A	500	120	620
2219	E	500	120	620
2220	E	500	120	620
2221	A	500	120	620
2222	A	500	120	620
2223	E	500	120	620
2224	E	500	120	620
2225	B	988	252	1,240
2226	B	988	252	1,240
2227	K	510	80	590
2228	A	500	120	620
2229	E	500	120	620
2230	E	500	120	620
2231	A	500	120	620
2232	A	500	120	620
2233	E	500	120	620
2234	E	500	120	620
2235	A	500	120	620
2236	A	500	120	620
2237	E	500	120	620
2238	E	500	120	620
2239	A	500	120	620
2240	A	500	120	620
2241	E	500	120	620
2242	E	500	120	620

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Apartment Number	Apartment Type.	Net Living Area (sq. ft.)	Lanal Area (sq. ft.)	Total Area (sq. ft.)
2243	B	988	252	1,240
2244	B	988	252	1,240
2301	A	500	120	620
2302	A	500	120	620
2303	E	500	120	620
2304	E	500	120	620
2305	A	500	120	620
2308	A	500	120	620
2307	E	500	120	620
2308	E	500	120	620
2309	B	988	252	1,240
2310	B	988	252	1,240
2311	A	500	120	620
2312	A	500	120	620
2313	A	500	120	620
2314	A	500	120	620
2315	E	500	120	620
2316	E	500	120	620
2317	A	500	120	620
2318	A	500	120	620
2319	E	500	120	620
2320	E	500	120	620
2321	A	500	120	620
2322	A	500	120	620
2323	E	500	120	620
2324	E	500	120	620
2325	B	988	252	1,240
2326	B	988	252	1,240
2327	K	510	80	590
2328	A	500	120	620
2329	E	500	120	620
2330	E	500	120	620
2331	A	500	120	620
2332	A	500	120	620
2333	E	500	120	620
2334	E	500	120	620
2335	A	500	120	620
2336	A	500	120	620
2337	E	500	120	620
2338	E	500	120	620
2339	A	500	120	620
2340	A	500	120	620
2341	E	500	120	620
2342	E	500	120	620
2343	B	988	252	1,240
2344	B	988	252	1,240
2401	A	500	120	620
2402	A	500	120	620

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Apartment Number	Apartment Type.	Net Living Area (sq. ft.)	Lanal Area (sq. ft.)	Total Area (sq. ft.)
2403	E	500	120	620
2404	E	500	120	620
2405	A	500	120	620
2406	A	500	120	620
2407	E	500	120	620
2408	E	500	120	620
2409	B	988	252	1,240
2410	B	988	252	1,240
2411	A	500	120	620
2412	A	500	120	620
2413	A	500	120	620
2414	A	500	120	620
2415	E	500	120	620
2416	E	500	120	620
2417	A	500	120	620
2418	A	500	120	620
2419	E	500	120	620
2420	E	500	120	620
2421	A	500	120	620
2422	A	500	120	620
2423	E	500	120	620
2424	E	500	120	620
2425	B	988	252	1,240
2426	B	988	252	1,240
2427	K	510	80	590
2428	A	500	12	620
2429	E	500	120	620
2430	E	500	120	620
2431	A	500	120	620
2432	A	500	120	620
2433	E	500	120	620
2434	E	500	120	620
2435	A	500	120	620
2436	A	500	120	620
2437	E	500	120	620
2438	E	500	120	620
2439	A	500	120	620
2440	A	500	120	620
2441	E	500	120	620
2442	E	500	120	620
2443	B	988	252	1,240
2444	B	988	252	1,240
2501	A	500	120	620
2502	A	500	120	620
2503	E	500	120	620
2504	E	500	120	620
2505	A	500	120	620
2506	A	500	120	620

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Apartment Number	Apartment Type	Net Living Area (sq. ft.)	Lanal Area (sq. ft.)	Total Area (sq. ft.)
2507	E	500	120	620
2508	E	500	120	620
2509	B	988	252	1,240
2510	F	988	252	1,240
2511	A	500	120	620
2512	A	500	120	620
2513	A	500	120	620
2514	A	500	120	620
2515	E	500	120	620
2516	E	500	120	620
2517	A	500	120	620
2518	A	500	120	620
2519	E	500	120	620
2520	E	500	120	620
2521	A	500	120	620
2522	A	500	120	620
2523	E	500	120	620
2524	E	500	120	620
2525	B	988	252	1,240
2526	F	988	252	1,240
2527	G	428	80	508
2528	A	500	120	620
2529	E	500	120	620
2530	E	500	120	620
2531	A	500	120	620
2532	A	500	120	620
2533	E	500	120	620
2534	E	500	120	620
2535	A	500	120	620
2536	A	500	120	620
2537	E	500	120	620
2538	E	500	120	620
2539	A	500	120	620
2540	A	500	120	620
2541	E	500	120	620
2542	E	500	120	620
2543	H	500	120	620
2544	I	1,820	240	1,860
2601	J	2,372	1,258	3,630
2602	L-1	2,000	590	2,590
Penthouse 2603	L-2	2,378	120	2,498
Penthouse 2604	L-2	2,378	120	2,498
Penthouse 2605	L-3	1,825	583	2,508
2606	M	1,000	80	1,080
2607	M	1,000	80	1,080
2608	M	1,000	80	1,080
2609	M	1,000	80	1,080
2610	M	1,000	80	1,080

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Apartment Number	Apartment Type.	Net Living Area (sq. ft.)	Lanal Area (sq. ft.)	Total Area (sq. ft.)
2811	M	1,000	60	1,060
Penthouse 2812	N-1	1,000	570	1,570
Penthouse 2813	N-2	1,627	816	2,143

EXHIBIT B: SCHEDULE OF ALL APARTMENTS IN THE PROJECT AND THEIR COMMON INTERESTS

Description of Storage, Laundry, Sky Room, Garage and Commercial Apartments

<u>Apartment No.</u>	<u>Common Interest</u>	<u>Approximate Square Footage</u>
Storage Area Nos. 300-A to 300-W	1/1330	250 square feet as to the 3 <sup>rd</sup> to 15 <sup>th</sup> floors and the 19 <sup>th</sup> to 25 <sup>th</sup> floors. 150 square feet as to the 16 <sup>th</sup> to 18 <sup>th</sup> floors
Laundry Areas Nos. 350-A to 350-W	1/1330	120 square feet on each of the 3 <sup>rd</sup> to 25 <sup>th</sup> floors
Sky-Room 30	8/1330	25,663 square feet, comprised of: <ul style="list-style-type: none"> <li>• Enclosed area for Elevator No. 11, area 42 square feet on the 1<sup>st</sup> garage level;</li> <li>• Enclosed area for Elevator No. 11, areas 170 square feet on the 2<sup>nd</sup> garage level;</li> <li>• Enclosed area on the 26<sup>th</sup> floor of 570 square feet;</li> <li>• Unenclosed space of 6,972 square feet on each of the 28<sup>th</sup> and 29<sup>th</sup> floors (note that this square footage is counted only once instead of twice for each floor);</li> <li>• Enclosed area of 3,353 square feet on the 29<sup>th</sup> floor;</li> <li>• Enclosed area of 7,010 square feet and one uncovered, unenclosed area space of 7,004 square feet on the 30<sup>th</sup> floor; and</li> <li>• Enclosed space above the roof of 542 square feet.</li> </ul> Sky-Room 30 also includes Elevators Nos. 10 and 11.
Garage Area No. 1	18/1330	154,573 square feet comprised of the following: <ul style="list-style-type: none"> <li>• 92,275 square feet on the lower parking level</li> <li>• 62,298 square feet on the upper level</li> </ul>
Commercial Area No. 50	5/1330	14,690 square feet comprised of the following: <ul style="list-style-type: none"> <li>• Five enclosed commercial spaces with a total of 1,556 square feet on the lower parking level</li> </ul>

		<ul style="list-style-type: none"> <li>• Two additional unenclosed commercial spaces with a total of 455 square on the lower parking level</li> <li>• Enclosed commercial space of 12,679 square feet on the upper parking level</li> </ul>
Commercial Area No. 101	13/1330	<p>2,975 square feet comprised of:</p> <ul style="list-style-type: none"> <li>• Enclosed area of 487 square feet on the lower parking level;</li> <li>• Enclosed area of 487 square feet on the upper parking level; and</li> <li>• Areas of 2,001 and 2,963 square feet on the 1<sup>st</sup> floor</li> </ul> <p>Commercial Area No. 12 also includes Elevator No. 12</p>
Commercial Area No. 102	13/1330	8,618 square feet on the 1 <sup>st</sup> floor
Commercial Area No. 103	21/1330	15,828 square feet on the 1st floor
Commercial Area No. 105	5/1330	An area of 13,426 square feet including the air space encompassed within the boundary line of the enclosed uncovered area over the upper level garage area from the ceiling height of the covered enclosed area of said upper level garage area to the maximum height of the existing floor of the third floor in the building (provided that upon conversion of the unenclosed portion of such unit to a common element, the unit will not include the uncovered air space above the first floor).
Security Unit No. 106	9/1330	695 square feet on the 1st floor
AOAO Unit No. 206	9/1330	1,549 square feet on the 2 <sup>nd</sup> floor

Note: The configuration of the interior of the Storage, Laundry, Sky Room, Garage and Commercial Apartments has been and can be anticipated to continue to be modified from time to time in accordance with the Declaration and Bylaws.

EXHIBIT B: SCHEDULE OF NEW 2<sup>ND</sup> FLOOR APARTMENTS AND THEIR COMMON INTERESTS

TYPE	NET LIVING AREA (approx. sq. ft.)	LANAI AREA (approx. sq. ft.)	TOTAL AREA (approx. sq. ft.)	UNIT NOS.	DESCRIPTION	COMMON INTEREST
A3	448	116	564	205, 215, 219	Studio with a kitchen, enclosed bathroom, closet and one (1) unenclosed lanai	1/1330
A3 (mirrored)	448	116	564	203, 207, 213, 217, 221	Studio with a kitchen, enclosed bathroom, closet and one (1) unenclosed lanai	1/1330
A3.1 (mirrored)	448	227	675	228	Studio with a kitchen, enclosed bathroom, closet and one (1) unenclosed lanai	1/1330
A4	420	116	536	223	Studio with a kitchen, enclosed bathroom, closet and one (1) unenclosed lanai	1/1330
B4	924	237	1,161	2543	Two (2) enclosed bedrooms, a kitchen, living area, dining area, two (2) enclosed bathrooms, three (3) closets and two (2) unenclosed lanai's	2/1330
B4 (mirrored)	924	237	1,161	2544	Two (2) enclosed bedrooms, a kitchen, living area, dining area, two (2) enclosed bathrooms, three (3) closets and two (2) unenclosed lanai's	2/1330
B7	950	237	1,187	225	Two (2) enclosed bedrooms, a kitchen, living area, dining area, two (2) enclosed bathrooms, three (3) closets and two (2) unenclosed lanai's	2/1330
B8	956	344	1,300	243	Two (2) enclosed bedrooms, a kitchen, living area, dining area, two (2) enclosed bathrooms, three (3) closets and two (2) unenclosed lanai's	2/1330
P.1	370	116	486	2240	Studio with a kitchen, enclosed bathroom, closet and one (1) unenclosed lanai	.5/1330
Q.1	541	116	657	2238	One (1) enclosed bedroom, a living room, kitchen, enclosed bathroom, two (2) closets and one (1) unenclosed lanai	1.5/1330
R	405	92	497	220	Studio with a kitchen, enclosed bathroom, two (2) closets and one (1) unenclosed lanai	1/1330
S1	560	125	685	214, 218	Studio with a kitchen, enclosed bathroom, closet and one (1) unenclosed lanai	1/1330
S1	560	125	685	216	Studio with a kitchen,	1/1330

EXHIBIT B: SCHEDULE OF NEW 2<sup>ND</sup> FLOOR APARTMENTS AND THEIR COMMON INTERESTS

(mirrored)					enclosed bathroom, closet and one (1) unenclosed lanai	
S1.1	560	254	814	204, 208	Studio with a kitchen, enclosed bathroom, closet and one (1) unenclosed lanai	1/1330
S1.1 (mirrored)	560	254	814	206	Studio with a kitchen, enclosed bathroom, closet and one (1) unenclosed lanai	1/1330
S1.2	560	120	680	222	Studio with a kitchen, enclosed bathroom, closet and one (1) unenclosed lanai	1/1330
S1.3	560	347	907	237	Studio with a kitchen, enclosed bathroom, closet and one (1) unenclosed lanai	1/1330
S1.4	560	463	1,023	239	Studio with a kitchen, enclosed bathroom, closet and one (1) unenclosed lanai	1/1330
S1.5	560	120	680	224	Studio with a kitchen, enclosed bathroom, closet and one (1) unenclosed lanai	1/1330
S2	551	180	731	227	Studio with a kitchen, enclosed bathroom, closet and one (1) unenclosed lanai	1/1330
S3	548	254	802	231, 235	Studio with a kitchen, enclosed bathroom, closet and one (1) unenclosed lanai	1/1330
S3 (mirrored)	548	254	802	229, 233	Studio with a kitchen, enclosed bathroom, closet and one (1) unenclosed lanai	1/1330
S3.1	548	157	705	230, 234, 238	Studio with a kitchen, enclosed bathroom, closet and one (1) unenclosed lanai	1/1330
S3.1 (mirrored)	548	157	705	232, 236	Studio with a kitchen, enclosed bathroom, closet and one (1) unenclosed lanai	1/1330
S4	528	299	827	241	Studio with a kitchen, enclosed bathroom, closet and one (1) unenclosed lanai	1/1330
S5	538	122	660	202	Studio with a kitchen, enclosed bathroom, closet and one (1) unenclosed lanai	1/1330
S6	393	114	507	240	Studio with a kitchen, enclosed bathroom, two (2) closets and one (1) unenclosed lanai	1/1330
T	885	237	1,122	209	Two (2) enclosed bedrooms, a kitchen, living area, dining area, two (2) enclosed bathrooms, three (3) closets and two (2) unenclosed lanai's	2/1330
U	1,067	635	1,702	210	Two (2) enclosed bedrooms, a	2/1330

EXHIBIT B: SCHEDULE OF NEW 2<sup>ND</sup> FLOOR APARTMENTS AND THEIR COMMON INTERESTS

					kitchen, living area, dining area, two (2) enclosed bathrooms, three (3) closets and two (2) unenclosed lanai's	
V	671	116	787	201	One (1) enclosed bedroom, a living room, kitchen, two (2) enclosed bathrooms, two (2) closets and one (1) unenclosed lanai	1/1330
VI	630	116	746	211	One (1) enclosed bedroom, a living room, kitchen, two (2) enclosed bathrooms, three (3) closets and one (1) unenclosed lanai	1/1330
W	1,229	344	1,573	244	Two (2) enclosed bedrooms, a kitchen, living area, dining area, three (3) enclosed bathrooms, five (5) closets and two (2) unenclosed lanai's	2/1330

## EXHIBIT C

### PERMITTED ALTERATIONS TO APARTMENTS

The Declaration provides: "The owner of any condominium unit shall have the right, with the prior written approval of the Board, which shall not be unreasonably withheld, and without the consent or joinder of any other owner, lienholder or other persons, to amend the Declaration and/or the Bylaws and/or the Condominium Map as necessary to cause the subdivision of any condominium unit the owner owns at any time to create two (2) or more condominium units and/or limited common elements appurtenant to such condominium unit or units, to allocate the percentage of common interest appurtenant to each newly-created condominium unit, and to amend the Condominium Map to reflect the new units and new limited common elements as so designated and as built, provided that the total aggregate common interest appurtenant to the newly-created condominium units shall equal the common interest appurtenant to the original condominium unit. The owner of any two (2) or more adjacent condominium units shall have the right, with the prior written approval of the Board, which shall not be unreasonably withheld, and without the consent or joinder of any other owner, lienholder or other persons, to amend the Declaration and/or the Bylaws and/or the Condominium Map as necessary to consolidate and, if applicable resubdivide, two (2) or more of such adjacent condominium units into one or more condominium units and/or limited common elements appurtenant to such condominium unit or units, to allocate the percentage of common interest appurtenant to each newly-created or modified condominium unit or units, and to amend the Condominium Map to reflect the new or modified unit or units and limited common elements as so designated and as built, provided that the total aggregate common interest appurtenant to the newly-created or modified condominium unit or units shall equal the common interest appurtenant to the original condominium units so consolidated or resubdivided. In connection with any such subdivision or consolidation, the owner of the unit(s) may, without the consent of any other owner, lienholder or other persons except the Board as hereinafter provided, remove/relocate the common wall(s) of and utility lines servicing the units and the entry door(s) to such unit(s) from the common element hallway, provided that: (1) the plans and specifications for the removal and relocation are approved in writing by the Board of Directors, which approval may not be unreasonably withheld, (2) such removal and relocation is to be performed in full compliance with all applicable laws, ordinances and regulations, including Building and Fire Codes (3) such relocation shall be made at the sole cost and expense of such owner, and (4) such owner must obtain all necessary permits from governmental authorities required for such construction. Notwithstanding the foregoing, prior to recordation of any amendment to the Declaration and/or the Bylaws and/or the Condominium Map pursuant to the rights contained in this Section, such amendment shall first be approved as to form only by counsel for the Association, and such owner shall pay the attorney's fees incurred in connection with such approval."

Further, the Declaration provides: "The owner of any condominium unit shall have the right, subject to the prior written approval of the Board of Directors, which may not be unreasonably withheld, and without the consent of any other owner, lienholder or other persons, to penetrate the common elements and connect to the common utility lines for the purpose of upgrading or improving or adding any utility facilities to the unit (including, but not limited to cable, phone, water, sewer, plumbing and electrical), provided that: (1) said upgrades, improvements or additions are to be constructed in full compliance with all applicable laws, ordinances and regulations, including Building and Fire Codes, (2) said upgrades, improvements or additions shall be made at the sole cost and expense of such owner, and (3) such owner must obtain all necessary permits from governmental authorities required for such construction.

The Declaration also provides: "The owner of Commercial Area No. 105 shall be permitted to construct, improve, or otherwise utilize such unit for future construction of improvements, provided that (1) said improvements to be constructed in full compliance with all applicable laws, ordinances and regulations, including building and fire codes, (2) the plans and specifications of said improvements be approved in writing by the Board of Directors, (3) said improvements shall be made at the sole cost and expense of such owner, and (4) such owner shall protect and hold harmless the other condominium units and their owners and all mortgagees of said units, the common elements, and the limited common elements and the premises from liens of any kind or character which may arise, for labor performed or materials furnished in connection with said improvements, including the carrying of such bond in such amount as the Board shall approve, conditioned to protect the aforementioned interests and to indemnify said interests against all actions, suits, damages and claims by whomsoever brought or made by reason of said improvements." The By-Laws contain a virtually identical provision, but also provide, with respect to such construction, that: "such owner shall procure at his own expense and cost, and keep in force until the completion of said improvements, a policy or policies of comprehensive general liability insurance in such amount as the Board shall approve to cover said Commercial Area No. 105."

Lastly, the Declaration provides: "The owner of Sky-room 30 may, in connection with the improvement of the existing elevator facilities comprising a part of that unit and utilities servicing such unit, construct an elevator stop on the 29<sup>th</sup> floor similar to the existing elevator stop on the 30<sup>th</sup> floor, provided that: (1) the plans and specifications for the elevator stop are approved in writing by the Board of Directors, which approval may not be unreasonably withheld, (2) such construction is to be performed in full compliance with all applicable laws, ordinances and regulations, including Building and Fire Codes, (3) such construction shall be performed at the sole cost and expense of such owner, and (4) such owner must obtain all necessary permits from governmental authorities required for such construction."

The By-Laws provide: "The owners of the Sky-room No. 30 shall be permitted to construct, improve, enlarge, remodel, alter or otherwise utilize the twenty-eighth, twenty-ninth and thirtieth floors of the building as shown on Condominium Map No. 3, for any purposes for which the Sky-room No. 30 may be used as permitted by Section 7(a) of the Declaration, provided that (1) said improvements are to be constructed in full compliance with all applicable laws, ordinances and regulations, including Building and Fire Codes, (2) the plans and specifications of said improvements are to be approved in writing by the Board of Directors, which approval shall not be unreasonably withheld, (3) said utilization herein permitted shall be made at the sole cost and expense of such owner, and (4) such owner shall protect and hold harmless the other condominium units and their owners and all mortgagees of said owners, the common elements, and the limited common elements and the premises from liens of any kind or character which may arise, for labor performed or materials furnished in connection with such utilization. The Board's approval of the alterations may be conditioned upon the Board having first received a certified written statement of a registered Hawaii architect or engineer that the proposed alterations shall not adversely affect the structural integrity of any part of the Project or jeopardize the soundness or safety of the Project in any way. As a further condition of its approval, the Board may require that the owner of Sky-room No. 30 provide evidence satisfactory to the Board of sufficient financing to complete such alterations or additions or, in lieu thereof, require that the owner obtain a performance and lien payment bond, naming as obligees the Board and the Association, as their interests may appear, for a penal sum of not less than one hundred percent (100%) of the estimated cost of such alterations. All work approved by the Board under this Article VI, Section 4(c), shall be done only by a contractor or contractors licensed to do business in the State of Hawaii"

IT SHOULD BE NOTED THAT THE ABOVE-CITED PROVISIONS ARE AS CURRENTLY STATED IN THE FIFTH AMENDMENT TO THE DECLARATION, THE VOTE FOR WHICH IS CURRENTLY BEING CHALLENGED BY ONE APARTMENT OWNER. SEE DISCUSSION OF PENDING LITIGATION ON PAGE 20h OF THE PUBLIC REPORT. IF THE PLAINTIFF IS SUCCESSFUL, THE PROVISIONS WOULD REVERT TO THOSE IN EFFECT PRIOR TO THE FIFTH AMENDMENT.

EXHIBIT D: ARCHITECT'S REPORT WITH ADDITIONAL NOTE

Winberly Allison Tong & Goo  
*Architecture, Design, Planning and Consulting*

EXHIBIT "D"

September 28, 2004



Real Estate Commission  
State of Hawaii  
250 South King Street, Room 702  
Honolulu, HI 96813

Re: Ilikai Apartment Building  
Zoning and Building Codes

Commission Members:

Winberly Allison Tong & Goo has reviewed the existing Ilikai Apartment Building ("the Project" located at 1777 Ala Moana Boulevard, Honolulu, Hawaii (TMK (1) 2-6-10-7) as to compliance with existing zoning and building codes for the City & County of Honolulu.

1. Zoning:

Zoning is for Resort-Mixed Use (Waikiki Special District) within a Shoreline Management Area. The Project, together with the Yacht Harbor Building located on the adjacent lot (Tax Map Key parcel (1) 2-6-10-11), comprise a joint development of a non-conforming "hotel." The hotel is non-conforming with respect to the mix of dwelling units vs. lodging units (units without a kitchen). The City & County of Honolulu's Land Use Ordinance defines a "hotel" as a development that consists of at least 50% lodging units. The "hotel" located on the Project's land and the Yacht Harbor Building lot contains fewer than 50% lodging units.

2. Building Codes:

Based upon original permitting approvals from the City and County of Honolulu, and the original construction documents prepared by Arthur Mori and Associates, The Project building appears to be in compliance with the City & County building codes and regulations at the time of construction in 1963. Since that time, some sections of the building, electrical, plumbing, mechanical, and fire protection codes have changed. In its current state, we believe the building is considered legal non-conforming and is not required to be upgraded at this time to current codes. No building code violations exist at the Project at this time. If the building is accidentally destroyed, the building must be designed and constructed to meet the current building code. All building remodeling and renovations must also meet current codes and special district standards.

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EXHIBIT D: ARCHITECT'S REPORT WITH ADDITIONAL NOTE

Wimberly Allison Tong & Goo  
*Architecture, Design, Planning and Consulting*

3. Parking:

The property is designated by the City and County of Honolulu to constitute a "hotel" and therefore, the parking requirement for the property is 0.25 spaces per hotel room. The Ilkai Apartment Building meets the parking requirement for a "hotel." Should the Project cease being considered a "hotel" and all of the units be converted to dwelling units, the parking requires adherence to City and County of Honolulu, Land Use Ordinance, Waikiki Special District requirements.

Other principal permitted uses would be assessed at the appropriate parking standard. As a result, if the Project ceased being considered a "hotel", the Project would not meet minimum parking requirements under the current Land Use Ordinance.

Very truly yours,



Deborah Rosenblum, AIA  
Director, WATG

EXHIBIT "E"

COMMON ELEMENTS

The common elements are:

- (a) The Land of the Project in fee simple.
- (b) The foundations, columns, girders, beams, supports, main walls, roofs, boardwalks, hallways, corridors (except corridors in "A" Wing and "C" Wing of the first floor), lobbies, stairs, stairways, fire escapes, elevators (except Elevators Nos. 10, 11 and 12), ducts, exists and entrances, central and appurtenant utility installations and TV antennae and equipment for common use in the building or buildings located on the Land.
- (c) The roads sidewalks, and other common ways, landscaping, yards, gardens, pools, including recreational pools, and fountains on the Land.
- (d) All articles of personal property acquired for common use in the operation or maintenance of said building or buildings and the common elements.
- (e) a space of approximately 1,053 square feet, more or less, within the lower garage level to be used for hot water tanks (formerly part of Commercial Area No. 50);
- (f) three (3) spaces of approximately 622 square feet, 1,207 square feet and 414 square feet, more or less, within the upper garage level to be used for trash collection, trash compactor, generator and fire pump purposes (all formerly part of Garage Area No. 1);
- (g) six (6) spaces totaling approximately 2,703 square feet, more or less, on the "A" Wing of the first or mall floor to be used for access, lobby and landscaping purposes (formerly part of Commercial Area No. 101);
- (h) on the "C" Wing of the first or mall floor: an area of approximately 333 square feet, more or less, to be used for public restroom and hallway purposes, two areas totaling approximately 1,124 square feet, more or less, to be used for mailroom purposes, an area of approximately 808 square feet, more or less, to be used for hallway purposes, and several areas totaling approximately 410 square feet, more or less, to be used for landscaping purposes (all of which were formerly a portion of Commercial Area No. 103); and
- (i) an area of approximately 184 square feet used for fountain or other lobby entrance purposes (formerly Commercial Area No. 104, which will no longer exist as a separate unit).
- (j) Each of the spaces described below and shown on Exhibit A attached to the Fifth Amendment shall be converted from a portion of a unit to a common element effective upon: (1) completion of the renovations described below, in each case in accordance with final plans and specifications approved by the Board of Directors, and (2) the filing of an amendment or amendments (if the renovations are completed at different times) of the Declaration to note the completion of the renovations, to note the new square footage of the applicable unit(s) measured in accordance with the provisions of the Declaration after completion of the renovations, and to include the submission of revised pages of Condominium Map No. 3 as necessary to designate the new common element and the layout, location, boundaries, unit number and dimensions of the unit from which the common element was taken, together with a statement of a registered architect or professional as required by applicable law, which amendments may be filed by the Board of Directors without the consent, joinder or further action by the unit owners and which amendments may be combined with other amendments executed and filed in accordance with the Declaration:
  - (i) Upon completion of construction of an amenity to include an open patio, wading pool and seating areas, an area of approximately 8,031 square feet, more or less, on the Waikiki-makai side of Wings "B" and "C" of the building to be used for active and passive recreational purposes (currently a portion of Commercial Area No. 105);
  - (ii) Upon completion of construction to convert Commercial Area No. 200 into multiple apartment units and the construction of the new hallway, a total area of approximately 628 square feet, more or less, on the "A" Wing of the second floor to be used for additional hallway/access areas (currently a portion of Commercial Area No. 200);

(iii) Upon completion of construction of new restroom facilities and the new hallway accesses, an area of approximately 769 square feet, more or less, on the "B" Wing of the second floor to be used for public restroom and hallway purposes as well as approximately 218 square feet, more or less, of additional hallway/access areas (currently a portion of Commercial Area No. 201); and

(iv) Upon completion of construction of the new hallways, a total area of approximately 238 square feet, more or less, on the "C" Wing of the second floor to be used for additional hallway/access areas (currently a portion of Commercial Area No. 202).

EXHIBIT F: ENCUMBRANCES AGAINST TITLE

1. -AS TO LOT 1-A-2 ONLY:- A perpetual easement for a public right-of-way over, across, along and upon said Lot, reserving the right to use said easement for a right-of-way in common with the public, as set forth in Grant dated December 31, 1963, filed as Land Court Document No. 324985.
2. -AS TO LOTS 1-A-1 and 1-A-2 ONLY:-
  - (A) Reservation in favor of the State of Hawaii of "all littoral rights of whatever nature or kind which are or may be thereunto appertaining"; as reserved in Exchange Deed dated December 20, 1956, filed as Land Court Document No. 196551.
  - (B) All of the access rights over and across the common boundaries of said Lots, reserving the right to use said Lot 1-A-2 for a right-of-way in common with the public, as set forth in Deed dated December 31, 1963, filed as Land Court Document No. 324987.
3. -AS TO LOT 3 ONLY:- A perpetual easement in favor of the City and County of Honolulu for an existing concrete box culvert.
4. -AS TO LOTS 2, 3, 4 and 5 ONLY:-
  - (A) A perpetual easement in favor of the State of Hawaii for a public right-of-way.
  - (B) The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT  
DATED : December 23, 1963  
FILED : Land Court Document No. 324984  
PARTIES : STATE OF HAWAII, ILIKAI, INCORPORATED and  
MAKAHA VALLEY FARMS, LIMITED

Consent thereto given by the STATE OF HAWAII, by instrument filed as Land Court Document No. 345970.

Said Agreement was amended by instrument dated September 10, 2015, filed as Document No. T-9419267.
5. -AS TO LOTS 1-A-1, 1-A-2, 2 and 5 ONLY:- Any and all littoral rights appurtenant to said Lots in favor of the State of Hawaii, as set forth in instrument dated December 20, 1956, filed as Land Court Document No. 196552.
6. The terms and provisions contained in the following:

INSTRUMENT : FIRST RESTATED DECLARATION OF  
CONDOMINIUM PROPERTY REGIME OF ILIKAI  
APARTMENT BUILDING

EXHIBIT F: ENCUMBRANCES AGAINST TITLE

DATED : May 10, 1994  
FILED : Land Court Document No. 2158834  
MAP : 3 and any amendments thereto

The foregoing Restated Declaration restates the original Declaration dated April 22, 1964, filed as Land Court Document No. 330338, and any amendments thereto.

Said Restated Declaration was amended by instruments dated March 6, 2001, filed as Land Court Document No. 2709107, dated May 24, 2004, filed as Land Court Document No. 3262660, dated --- (acknowledged December 10, 2007), filed as Land Court Document No. 3690591, dated March 14, 2011, filed as Land Court Document No. 4072643, dated December 10, 2012, filed as Land Court Document Nos. T-8453001A, dated August 19, 2014, filed as Document No. T-9017073, and dated November 6, 2015, filed as Land Court Document No. T-9440150A.

7. The terms and provisions contained in the following:

INSTRUMENT : FIRST RESTATED BY-LAWS OF THE ASSOCIATION  
OF APARTMENT OWNERS OF ILIKAI APARTMENT  
BUILDING  
DATED : May 10, 1994  
FILED : Land Court Document No. 2158835

The foregoing Restated By-Laws restates the original By-Laws dated April 22, 1964, filed as Land Court Document No. 330338, and any amendments thereto.

Said Restated By-Laws were amended by instruments dated --- (acknowledged September 16, 1997), filed as Land Court Document No. 2429786, dated August 3, 2001, filed as Land Court Document No. 2734838, dated September 24, 2002, filed as Land Court Document No. 2849302, dated February 8, 2011, filed as Land Court Document No. 4052098, dated March 14, 2011, filed as Land Court Document No. 4072643, dated December 10, 2012, filed as Land Court Document Nos. T-8453001B, dated August 19, 2014, filed as Document No. T-9017073, and dated November 6, 2015, filed as Land Court Document No. T-9440150B.

8. The rights granted or reserved to the Association of Owners of such Horizontal Property Regime to give, convey, transfer, cancel, relocate, and otherwise deal with any and all utility and other easements now or hereafter located on or affecting the premises and to grant, convey or exchange easements to or with the adjoining lot or lots for construction of a structure, or structures, to facilitate parking and use of the lands described herein and for ingress and egress between the lands described herein and said adjoining lot or lots, pursuant to Paragraph 7 of said Declaration of Horizontal Property Regime, as amended.
9. Encroachments or any other matters as shown on survey map prepared by Miles S. Horie, Land Surveyor, with Engineers Surveyors, Inc., dated March 31, 2006.

10. Encroachments or any other matters which a survey prepared after March 31, 2006 would disclose.

11. LEASE

LESSOR : OWNERS OF ILIKAI APARTMENT BUILDING INC, a  
Hawaii corporation  
LESSEE : SFI ILIKAI RETAIL OWNER LLC, a Delaware limited  
liability company  
DATED : March 14, 2011  
FILED : Land Court Document No. 4072636  
TERM : Ninety-nine (99) years from the effective date of March 14,  
2011

Leasing and demising a portion of 1st and 2nd floors on C wing, more particularly described therein

Said Lease is subject to any matters arising from or affecting the same

12. LEASE

LESSOR : OWNERS OF ILIKAI APARTMENT BUILDING INC, a  
Hawaii corporation  
LESSEE : SFI ILIKAI RETAIL OWNER LLC, a Delaware limited  
liability company  
DATED : March 14, 2011  
FILED : Land Court Document No. 4072637  
TERM : Ninety-nine (99) years from the effective date of March 14,  
2011

Leasing and demising 103X, 103X2 and other spaces more particularly described therein.

Said Lease is subject to any matters arising from or affecting the same.

Said Lease was amended by FIRST AMENDMENT OF LEASE dated as of December 10, 2012, but effective as of December 10, 2012, filed as Land Court Document No. T-8453004.

13. LEASE

LESSOR : OWNERS OF ILIKAI APARTMENT BUILDING INC, a  
Hawaii corporation  
LESSEE : SFI ILIKAI RETAIL OWNER LLC, a Delaware limited  
liability company

EXHIBIT F: ENCUMBRANCES AGAINST TITLE

DATED : March 14, 2011  
FILED : Land Court Document No. 4072638  
TERM : 5 years from the effective date of March 14, 2011

Leasing and demising portion of the roof more particularly described therein.

Said Lease is subject to any matters arising from or affecting the same.

14. LEASE

LESSOR : OWNERS OF ILIKAI APARTMENT BUILDING INC, a  
Hawaii corporation  
LESSEE : SFI ILIKAI PROPERTY OWNER LLC, a Delaware  
limited liability company  
DATED : March 14, 2011  
FILED : Land Court Document No. 4072639  
TERM : Ninety-nine (99) years from the effective date of March 14,  
2011

Leasing and demising the valet area, more particularly described therein.

Said Lease is subject to any matters arising from or affecting the same.

Said Lease was amended by FIRST AMENDMENT OF LEASE dated as of  
December 10, 2012, but effective as of December 10, 2012, filed as Land Court  
Document No. T-8453006.

THE LESSEE'S INTEREST ASSIGNED

ASSIGNOR : SFI ILIKAI PROPERTY OWNER LLC, a Delaware  
limited liability company  
ASSIGNEE : SFI ILIKAI RETAIL OWNER LLC, a Delaware limited  
liability company  
DATED : effective as of November 6, 2015  
FILED : Land Court Document No. T-9440147

15. LEASE

LESSOR : OWNERS OF ILIKAI APARTMENT BUILDING INC, a  
Hawaii corporation  
LESSEE : SFI ILIKAI PROPERTY OWNER LLC, a Delaware  
limited liability company  
DATED : March 14, 2011  
FILED : Land Court Document No. 4072640  
TERM : Ninety-nine (99) years from the effective date of March 14,  
2011

Leasing and demising 101X (portion of Front Desk), more particularly described therein.

Said Lease is subject to any matters arising from or affecting the same.

THE LESSEE'S INTEREST ASSIGNED

ASSIGNOR : SFI ILIKAI PROPERTY OWNER LLC, a Delaware limited liability company  
ASSIGNEE : SFI ILIKAI RETAIL OWNER LLC, a Delaware limited liability company  
DATED : effective as of November 6, 2015  
FILED : Land Court Document No. T-9440148

16. LEASE

LESSOR : OWNERS OF ILIKAI APARTMENT BUILDING INC, a Hawaii corporation  
LESSEE : SFI ILIKAI PROPERTY OWNER LLC, a Delaware limited liability company  
DATED : March 14, 2011  
FILED : Land Court Document No. 4072641  
TERM : Ninety-nine (99) years from the effective date of March 14, 2011

Leasing and demising area UPX, more particularly described therein.

Said Lease is subject to any matters arising from or affecting the same.

THE LESSEE'S INTEREST ASSIGNED

ASSIGNOR : SFI ILIKAI PROPERTY OWNER LLC, a Delaware limited liability company  
ASSIGNEE : SFI ILIKAI RETAIL OWNER LLC, a Delaware limited liability company  
DATED : effective as of November 6, 2015  
FILED : Land Court Document No. T-9440149

17. An unrecorded Agreement dated March 2, 2011 by and between SFI ILIKAI RETAIL OWNER LLC, SFI ILIKAI PROPERTY OWNER LLC, SFI ILIKAI 104 and the OWNERS OF ILIKAI APARTMENT BUILDING, INC. resolving various issues related to the use by SFI ILIKAI PROPERTY OWNER LLC and SFI ILIKAI RETAIL OWNER LLC of common areas in the Project, the use by the OWNERS OF ILIKAI APARTMENT BUILDING, INC. of areas owned by SFI ILIKAI RETAIL OWNER LLC and SFI ILIKAI PROPERTY OWNER LLC, and certain discrepancies in the condominium map for the Project. (Not noted on Transfer Certificate(s) of Title referred to herein)

EXHIBIT F: ENCUMBRANCES AGAINST TITLE

18. Unrecorded RENTAL MANAGEMENT AGREEMENT dated \_\_\_\_\_, 2006, by and between ANEKONA ISLANDER, LLC, a Delaware limited liability company, "Owner", and ANEKONA MANAGEMENT LLC, a Hawaii limited liability company, "Agent", to FREMONT INVESTMENT & LOAN, a California industrial bank, "Lender".

SUBORDINATION, ASSIGNMENT, NONDISTURBANCE AND ATTORNMENT AGREEMENT (Rental Management Agreement) dated as of July 12, 2006, recorded as Document No. 2006-128030, by and among ANEKONA ISLANDER, LLC, a Delaware limited liability company, "Agent", and FREMONT INVESTMENT & LOAN, a California industrial bank, "Lender".

[NOTE: this is included on title reports because it was never officially released; however, it is not listed on deeds to apartments because the Agreement has been gone for a long time.]

19. Any unrecorded leases and agreements, and matters arising from or affecting the same.
20. Any real property taxes and improvement assessments that may be due and owing.
21. - AS TO GARAGE AREA NO. 1 ONLY:-

(A) LEASE

LESSOR : SFI ILIKAI RETAIL OWNER LLC, a Delaware limited liability company

LESSEE : OWNERS OF ILIKAI APARTMENT BUILDING INC, a Hawaii corporation

DATED : March 14, 2011

FILED : Land Court Document No. 4072633

TERM : Ninety-nine (99) years from the effective date of March 14, 2011

Leasing and demising, UPR, UPT, UPL, and UPD within and comprising a portion of Garage Area No. 1, more particularly described therein.

Said Lease is subject to any matters arising from or affecting the same.

Said Lease was amended by FIRST AMENDMENT OF LEASE dated as of December 10, 2012, but effective as of December 10, 2012, filed as Land Court Document No. T-8453005.

(B) LEASE

LESSOR : SFI ILIKAI RETAIL OWNER LLC, a Delaware limited liability company

EXHIBIT F: ENCUMBRANCES AGAINST TITLE

LESSEE : OWNERS OF ILIKAI APARTMENT BUILDING INC, a  
Hawaii corporation  
DATED : March 14, 2011  
FILED : Land Court Document No. 4072635  
TERM : Ninety-nine (99) years from the effective date of March 14,  
2011

Leasing and demising 2 parking stalls located on the loading dock within and comprising a portion of Garage Area No. 1, more particularly described therein.

Said Lease is subject to any matters arising from or affecting the same.

(C) NOTICE OF SPECIAL ASSESSMENT LIEN

IN FAVOR OF : OWNERS OF ILIKAI APARTMENT BUILDING, INC., a  
Condominium Property Regime  
DATED : September 7, 2012  
FILED : Land Court Document No. T-8289698

22. -AS TO SKY-ROOM 30 ONLY:-

(A) UNRECORDED RESTAURANT LEASE dated May 31, 1994, by and between JOWA HAWAII CO., LTD., a Hawaii corporation, as Lessor, and SARENTO'S - THE ITALIAN RESTAURANT, a Hawaii limited partnership, as Lessee, as amended by unrecorded agreement and as now or hereafter further amended; leasing and demising approximately 7,010 square feet located on the 30th floor and the kitchen, dishwashing and storage areas of approximately 2,000 square feet located on the 29th floor, as outlined in red on the floor plans attached to said Lease, for a term of twenty (20) years, commencing on the date the parties execute the Confirmation of the Lease Commencement Date.

A SHORT FORM of said Restaurant Lease is dated August 12, 1994, filed as Land Court Document No. 2177737.

Said Restaurant Lease is subject to the following:

(i) MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

MORTGAGOR : SARENTO'S - THE ITALIAN RESTAURANT, a Hawaii  
limited partnership  
MORTGAGEE : BANK OF HAWAII, a Hawaii corporation  
  
DATED : August 12, 1994  
FILED : Land Court Document No. 2177738  
AMOUNT : \$300,000.00

EXHIBIT F: ENCUMBRANCES AGAINST TITLE

CONSENT : Given by JOWA HAWAII CO., LTD., a Hawaii corporation, by instrument filed as Land Court Document No. 2177739

(ii) Said Lease is subject to any matters arising from or affecting the same.

(B) NOTICE OF SPECIAL ASSESSMENT LIEN

IN FAVOR OF : OWNERS OF ILIKAI APARTMENT BUILDING, INC., a Condominium Property Regime

DATED : September 7, 2012

FILED : Land Court Document No. T-8289696

23. - AS TO COMMERCIAL AREA 50 ONLY:-

(A) LEASE

LESSOR : SFI ILIKAI RETAIL OWNER LLC, a Delaware limited liability company

LESSEE : OWNERS OF ILIKAI APARTMENT BUILDING INC, a Hawaii corporation

DATED : March 14, 2011

FILED : Land Court Document No. 4072631

TERM : Ninety-nine (99) years from the effective date of March 14, 2011

Leasing and demising LP1, LP4, & LP7, within and comprising a portion of Commercial Area No. 50, more particularly described therein.

Said Lease is subject to any matters arising from or affecting the same.

(B) NOTICE OF SPECIAL ASSESSMENT LIEN

IN FAVOR OF : OWNERS OF ILIKAI APARTMENT BUILDING, INC., a Condominium Property Regime

DATED : September 7, 2012

FILED : Land Court Document No. T-8289697

24. -AS TO COMMERCIAL AREA NO. 101 ONLY:-

(A) GRANT

TO : OWNERS OF ILIKAI APARTMENT BUILDING, INC., a Hawaii corporation

DATED : March 14, 2011

FILED : Land Court Document No. 4072642

EXHIBIT F: ENCUMBRANCES AGAINST TITLE

GRANTING : a nonexclusive easement for access purposes as shown on map attached thereto, for a period of ninety-nine (99) years from the effective date of March 14, 2011

(B) NOTICE OF SPECIAL ASSESSMENT LIEN

IN FAVOR OF : OWNERS OF ILIKAI APARTMENT BUILDING, INC., a Condominium Property Regime  
DATED : September 7, 2012  
FILED : Land Court Document No. T-8289694

(C) THE EFFECTS, IF ANY, OF DECLARATION OF RESTRICTIVE COVENANTS

DATED : June 17, 2014  
FILED : Land Court Document No. T-8935188  
MADE BY : SFI ILIKAI PROPERTY OWNER LLC, a Delaware limited liability company, "Declarant"

25. -AS TO COMMERCIAL AREA NO. 102 ONLY:-

(A) The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANT  
DATED : June 3, 1996  
FILED : Land Court Document No. 2313059

(B) NOTICE OF SPECIAL ASSESSMENT LIEN

IN FAVOR OF : OWNERS OF ILIKAI APARTMENT BUILDING, INC., a Condominium Property Regime  
DATED : September 7, 2012  
FILED : Land Court Document No. T-8289708

26. - AS TO COMMERCIAL AREA 103 ONLY:-

(A) NOTICE OF SPECIAL ASSESSMENT LIEN

IN FAVOR OF : OWNERS OF ILIKAI APARTMENT BUILDING, INC., a Condominium Property Regime  
DATED : September 7, 2012  
FILED : Land Court Document No. T-8289706

(B) The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT (INSTALLATION OF SCRUBBER)

EXHIBIT F: ENCUMBRANCES AGAINST TITLE

DATED : October 22, 2013  
FILED : Land Court Document No. T-8716312  
PARTIES : OWNERS OF ILIKAI APARTMENT BUILDING, INC., a  
Hawaii non-profit corporation (the "Association"), and  
SFI ILIKAI RETAIL OWNERS LLC, a Delaware limited  
liability company (the "Owner")

27. -AS TO STORAGE AREAS NOS. 300-A TO 300-W, INCLUSIVE, ONLY:-

NOTICE OF SPECIAL ASSESSMENT LIEN

IN FAVOR OF : OWNERS OF ILIKAI APARTMENT BUILDING, INC., a  
Hawaii nonprofit corporation  
DATED : March 3, 2015  
FILED : Land Court Document No. T-9193266

SUPPLEMENTAL NOTICE OF SPECIAL ASSESSMENT LIEN dated April 6, 2015,  
filed as Land Court Document No. T-9226312

28. - AS TO LAUNDRY AREAS NOS. 350-A TO 350-W, INCLUSIVE, ONLY:-

NOTICE OF SPECIAL ASSESSMENT LIEN

IN FAVOR OF : OWNERS OF ILIKAI APARTMENT BUILDING, INC., a  
Condominium Property Regime  
DATED : September 7, 2012  
FILED : Land Court Document No. T-8289695

29. -AS TO APARTMENT NOS. 2238, 2240, 2543 and 2544, ONLY:-

The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF RESTRICTIVE COVENANTS  
DATED : June 17, 2014  
FILED : Land Court Document No. T-8935188

30. An unrecorded Agreement dated September 8, 2012 by and between SFI ILIKAI  
RETAIL OWNER LLC, SFI ILIKAI PROPERTY OWNER LLC, SFI ILIKAI 104 and  
the OWNERS OF THE ILIKAI APARTMENT BUILDING, INC. (Not noted on  
Transfer Certificate(s) of Title referred to herein)

31. -AS TO COMMERCIAL AREA NO. 105, ONLY:-

NOTICE OF SPECIAL ASSESSMENT LIEN

IN FAVOR OF : OWNERS OF ILIKAI APARTMENT BUILDING, INC., a  
Condominium Property Regime

EXHIBIT F: ENCUMBRANCES AGAINST TITLE

DATED : September 7, 2012  
FILED : Land Court Document No. T-8289705

32. Any lien (or claim of lien) for services, labor or material arising from an improvement or work related to the land described above.

EXHIBIT G MAINTENANCE FEES AND RESERVE STUDY

See separate disclosure abstract which should be given to prospective buyers concurrently with the Supplementary Public Report but which may be separately amended from time to time.

EXHIBIT G MAINTENANCE FEES AND RESERVE STUDY

ILIKAI APARTMENT BUILDING  
REGISTRATION NO. 22  
AMENDED DISCLOSURE ABSTRACT AS OF November 12, 2015

1. (a) PROJECT: Ilikai Apartment Building  
1777 Ala Moana Boulevard  
Honolulu, Hawaii 96815
- (b) DEVELOPER: SFI Ilikai Property Owner LLC,  
a Delaware limited liability company  
One Sansome Street, 30<sup>th</sup> Floor  
San Francisco, California 94104  
Telephone: (415) 391-4300
- SFI Ilikai Retail Owner LLC,  
a Delaware limited liability company  
One Sansome Street, 30<sup>th</sup> Floor  
San Francisco, California 94104  
Telephone: (415) 391-4300
- (e) MANAGING AGENT: Hawaiian Properties, Ltd.  
1165 Bethel Street  
Honolulu, Hawaii 96813  
Telephone: (808) 539-9777
- (d) REAL ESTATE AGENT: Locations LLC  
614 Kapahulu Avenue  
Honolulu, Hawaii 96815  
Telephone: (808) 738-3163

2. MAINTENANCE FEES AND MONTHLY ESTIMATE OF COSTS FOR EACH APARTMENT.

Attached as Exhibit "A" is a breakdown of annual maintenance fees and the estimated monthly costs for each unit in the Project, revised and updated every twelve months and certified by Hawaiian Properties, Ltd. to have been based on generally accepted accounting principles. The Developer advises that the maintenance fees will tend to increase over time because of price increases and aging of the Project. Every purchaser should review the attached Exhibit "A" to see what services are included. **A copy of the annual financial statements for the Project for the most recent 3 years available will be made available to prospective purchasers upon request. Prospective purchasers are encouraged to review the discussion of reserves and anticipated repairs.**

3. DESCRIPTION OF ALL WARRANTIES COVERING THE UNITS AND COMMON ELEMENTS.

The Developer is not making any warranties relating to the materials and workmanship of the Project, the common elements or any furniture and appliances. Prospective purchasers should take into account that the Project is approximately 46 years old. However, the Affected Apartments have recently been or are in the process of being renovated; Developer will assign to buyers the one-year warranty from the contractor for the renovations and, to the extent possible, the manufacturers' warranties, if any, on the new appliances, fixtures and furnishings. In all other respects, the Affected Apartments are being sold on an "as is-where is" basis.

4. NUMBER OF APARTMENTS FOR RESIDENTIAL OR HOTEL USE.

There are 1050 residential apartments located on the 2<sup>nd</sup> through 26<sup>th</sup> floors in the Project, 4 of which are included in the Developer's offering. It is anticipated that most, if not all, of those 4 apartments will be used for hotel or other transient vacation unit purposes in this mixed use project. Similarly, all of the other residential apartments in the Project may be used for hotel and other transient vacation unit purposes; while the Developer has no control over or access to records to determine exactly how many apartments are used for hotel or other transient vacation unit purposes, a substantial majority are used as hotel or other transient vacation units.

5. COMMERCIAL OR NON-RESIDENTIAL DEVELOPMENT.

There are a total of 11 commercial apartments in the Project. There are 7 numbered "Commercial Areas" located on the two garage levels and the 1<sup>st</sup> and 2<sup>nd</sup> floors. The AOAO owns two commercial apartments (the AOAO

## EXHIBIT G MAINTENANCE FEES AND RESERVE STUDY

Office and the Security Office). The Declaration and By-Laws provide that the commercial apartments may be used for the following purposes:

Each commercial area in the building may be used only for office purposes, sale of food, merchandise or services or any other commercial undertaking whether or not similar to the foregoing as permitted by law, for parking and for equipment and for maintenance, service, storage, equipment, locker, shower and utility rooms and other such facilities.

The garage area in the building may be used only for parking and storing of vehicles, for maintenance offices, maintenance shops, storage and storage rooms, janitorial offices, equipment and electrical panel rooms, loading stalls, repair shops, air conditioning storage and equipment room, paint shops and emergency generator room.

"Sky Room 30", located on the first and second garage levels and on the 26<sup>th</sup>, 28<sup>th</sup>, 29<sup>th</sup>, and 30<sup>th</sup> floors, and which includes 2 elevators, may be used for the operation of a restaurant for dispensing of food, beverages and entertainment and/or for any other commercial uses permitted by law, together with equipment and appurtenances necessary for such restaurant operation or commercial uses.

The "laundry room area", being the laundry areas on the 2<sup>nd</sup> through 26<sup>th</sup> floors, is to be used for installation of washing and drying facilities and use of them for hire for laundry purposes.

The "storage room area", being the storage rooms on the 3<sup>rd</sup> through 26<sup>th</sup> floors, is to be used for storage and for dispensing of linen, towels, supplies, materials and equipment to service for hire the apartments located on each floor of the building.

Commercial Area No.103 also has the following use provisions. The owner of Commercial Area No. 103 operating a restaurant on the first floor will make available restaurant services, including without limitation, the serving of food and beverages, to any portion of the common elements adjoining the commercial areas on the mall level which can be economically and feasibly serviced and shall provide such seating and other facilities at his own expense as are necessary to make such service available.

The owner of Security Unit No. 106 shall use that area for security office use purposes only.

The owner of AOA Unit No. 206 shall use that area only for an Association office, long-term residential use, hotel or apartment transient vacation rental purposes, or other uses permitted by law, the Declaration of Condominium Property Regime and the By-laws, that are consistent with a resort destination.

EXHIBIT G MAINTENANCE FEES AND RESERVE STUDY

CERTIFICATE

I, the undersigned, duly sworn on oath, do hereby certify as follows:

1. I am the Vice President of Hawaiian Properties, Ltd., a Hawaii corporation, designated by the Association of Apartment Owners of the Ilikai Apartment Building (the "Project") to act as the fiscal property manager of the Project.

2. The breakdown of the annual maintenance fees and the monthly estimated cost for each apartment attached as Exhibit "A" to the Amended Disclosure Abstract for the Project were determined in accordance with Section 514B-148 of the Hawaii Revised Statutes, and are reasonable estimates for the one-year period commencing January 2016, based on generally accepted accounting principles.

DATED: Honolulu, Hawaii, this 2nd day of November, 2015.

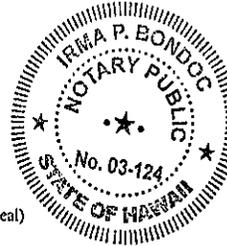
HAWAIIAN PROPERTIES, LTD., a  
Hawaii corporation

By [Signature]  
Name: Jeffrey Dickinson  
Title: Vice President

Subscribed and sworn to before me this  
2nd day of November, 2015

[Signature]  
Printed Name: IRMA P. BONDOR  
Notary Public, State of Hawaii

My commission expires: March 16, 2019 (Official Stamp or Seal)



NOTARY CERTIFICATION

Doc. Date: Nov. 2, 2015 # Pages: 5

Notary Name: IRMA P. BONDOR 14 Circuit

Doc. Description: Certificate

[Signature] 11/2/15  
Notary Signature Date

(Official Stamp or Seal)



EXHIBIT G MAINTENANCE FEES AND RESERVE STUDY

Hawaiian Properties, Ltd  
**Monthly Budget Analysis**

**ILIKAI APARTMENT BUILDING**

Period: 01/01/16 - 12/31/16	2015	2014-2015	2106	2016	2016
	Approved Monthly	Monthly Average	Proposed Budget	Approved Monthly	Approved Annual

**RECEIPTS**

**OPERATING RECEIPTS**

4100	Maintenance Fees	480,941	495,788	480,941	480,941	5,771,292
4125	Electricity Reimbursement	160,000	152,148	152,148	152,148	1,825,776
4900	Miscellaneous Income	500	447	500	500	6,000
4140	Late Fees	0	1,408	0	0	0
4250	Interest Income	4,000	5258	4,000	4,000	48,000
4211	Rental Income	11,800	10,734	10,000	10,000	120,000
4510	Cable/WiFi Receipts	35,476	35,240	41,865	41,865	502,380
<b>TOTAL OPERATING RECEIPTS</b>		<b>692,717</b>	<b>701,024</b>	<b>689,454</b>	<b>689,454</b>	<b>8,273,448</b>

**NON OPERATING RECEIPTS**

<b>TOTAL NON OPERATING RECEIPTS</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
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<b>TOTAL RECEIPTS</b>		<b>692,717</b>	<b>701,024</b>	<b>689,454</b>	<b>689,454</b>	<b>8,273,448</b>
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**DISBURSEMENTS**

**UTILITIES**

5110	Electricity	230,000	215,916	209,000	209,000	2,508,000
5115	Gas	26,596	24,182	23,908	23,908	286,896
5120	Water	19,641	18,333	20,102	20,102	241,224
5121	Sewer	67,025	63,129	68,280	68,280	819,362
5126	Telephone	1,078	1,022	1,053	1,053	12,636
5510	Cable TV, WiFi	39,341	38,475	41,865	41,865	502,380
<b>TOTAL UTILITIES</b>		<b>383,681</b>	<b>361,058</b>	<b>364,208</b>	<b>364,208</b>	<b>4,370,498</b>

**CONTRACTS**

5125	Contract - Refuse	9,549	9,912	10,209	10,209	122,508
5128	Contract - Parking Expense	975	975	975	975	11,700
5211	Contract - Elevator	7,366	7,024	7,375	7,375	88,500
5215	Contract - Pest Control	4,163	4,277	4,277	4,277	51,324
5213	Contract - Landscape	4,529	4,712	4,853	4,853	58,236
5131	Contract - Fire System	3,819	1,405	1,405	1,405	16,860
5140	Contract - Security	54,674	46,975	48,384	48,384	580,608
5132	Contract - Janitorial	36,176	41,124	41,124	41,124	493,488
	Contract - Electrical		950	950	950	11,400
5212	Contract - Maintenance	33,448	37,100	39,034	39,034	468,408
<b>TOTAL CONTRACTS</b>		<b>154,699</b>	<b>154,454</b>	<b>158,586</b>	<b>158,586</b>	<b>1,903,032</b>

**REPAIRS & MAINTENANCE**

5202	R&M - Building, Supplies	3,000	1,500	1,500	1,500	18,000
5203	R&M - Electrical	750	776	750	750	9,000
5208	R&M - Grounds	950	937	950	950	11,400
	R&M - Plumbing		1,500	1,500	1,500	18,000
	R&M - Fire System		2,414	2,414	2,414	28,968
5210	R&M - Equipment	500	52	500	500	6,000

**EXHIBIT G MAINTENANCE FEES AND RESERVE STUDY**

Hawaiian Properties, Ltd  
**Monthly Budget Analysis**

**ILIKAI APARTMENT BUILDING**

<b>Period: 01/01/16 - 12/31/16</b>		<b>2015</b>	<b>2014-2015</b>	<b>2106</b>	<b>2016</b>	<b>2016</b>
		<b>Approved Monthly</b>	<b>Monthly Average</b>	<b>Proposed Budget</b>	<b>Approved Monthly</b>	<b>Approved Annual</b>
5229	R&M - Elevator	2,650	2,654	2,650	2,650	31,800
5238	R&M - Pool Supplies	11,560	11,560	11,560	11,560	138,720
5301	Supplies - Custodial	6,100	6,108	6,100	6,100	73,200
<b>TOTAL REPAIRS &amp; MAINTENANCE</b>		<b>25,510</b>	<b>27,502</b>	<b>27,924</b>	<b>27,924</b>	<b>335,088</b>
<b>PAYROLL</b>						
5402	Payroll - General Manager	10,627	10,317	10,627	10,627	127,524
5406	Payroll - Administrative	5,967	5,629	5,967	5,967	71,604
5410	Insurance - Medical	1,687	1,534	1,687	1,687	20,244
5411	Insurance - Work Comp.	724	658	724	724	8,688
5412	Insurance - TDI	60	58	60	60	720
5426	Taxes - Payroll	1,663	1,615	1,663	1,663	19,956
<b>TOTAL PAYROLL</b>		<b>20,728</b>	<b>19,811</b>	<b>20,728</b>	<b>20,728</b>	<b>248,736</b>
<b>ADMINISTRATION</b>						
5308	Administrative Expense	5,200	5,200	5,200	5,200	62,400
5309	Administrative - Site Office Exp	2,500	2,476	2,500	2,500	30,000
5401	Property Management Fee	4,291	4,291	4,420	4,420	53,040
5513	Board/Annual Meeting Expense	1,000	933	1,000	1,000	12,000
	Unit C-106 Security Office			3,255	3,255	39,060
	Unit C-206 Management Office			3,255	3,255	39,060
	AOAO Owned Units		1,981	2,007	2,007	24,088
5480	Entertainment & Décor	6,150	6,150	6,150	6,150	73,800
<b>TOTAL ADMINISTRATION</b>		<b>19,141</b>	<b>21,031</b>	<b>27,787</b>	<b>27,787</b>	<b>333,448</b>
<b>INSURANCE</b>						
5413	Insurance - Package	38,127	37,016	38,127	38,127	457,524
5424	Insurance - HO-6 - Reimbursable	0	0	0	0	0
<b>TOTAL INSURANCE</b>		<b>38,127</b>	<b>37,016</b>	<b>38,127</b>	<b>38,127</b>	<b>457,524</b>
<b>PROFESSIONAL FEES</b>						
5415	Accounting & Auditing	875	875	875	875	10,500
5417	Legal Fees - Association	3,000	5,501	3,000	3,000	36,000
5418	Legal Fees - Collections	100	82	100	100	1,200
5511	Professional Fees	500	625	500	500	6,000
<b>TOTAL PROFESSIONAL FEES</b>		<b>4,475</b>	<b>7,083</b>	<b>4,475</b>	<b>4,475</b>	<b>53,700</b>
<b>TAXES, PERMITS, OTHER</b>						
5425	General Excise Tax	500	489	500	500	6,000
5429	Federal & State Income Taxes	1,667	1,667	1,667	1,667	20,004
5900	Miscellaneous Expense	500	575	500	500	6,000
<b>TOTAL TAXES, PERMITS, OTHER</b>		<b>2,667</b>	<b>2,730</b>	<b>2,667</b>	<b>2,667</b>	<b>32,004</b>
<b>TOTAL OPERATING DISBURSEMENTS</b>		<b>649,028</b>	<b>630,686</b>	<b>644,502</b>	<b>644,502</b>	<b>7,734,029</b>
<b>NET OPERATIONS</b>		<b>43,689</b>	<b>70,338</b>	<b>44,952</b>	<b>44,952</b>	<b>539,419</b>

EXHIBIT G MAINTENANCE FEES AND RESERVE STUDY

Hawaiian Properties, Ltd  
**Monthly Budget Analysis**

**ILIKAI APARTMENT BUILDING**

Period: 01/01/16 - 12/31/16	2015 Approved Monthly	2014-2015 Monthly Average	2106 Proposed Budget	2016 Approved Monthly	2016 Approved Annual
<b>CAPITAL EXPENSES</b>					
5995 Scheduled 514-b Replacement	44,593	12,108	0	0	0
<b>TOTAL CAPITAL EXPENSES</b>	<b>44,593</b>	<b>12,108</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL DISBURSEMENTS</b>	<b>693,621</b>	<b>642,794</b>	<b>644,502</b>	<b>644,502</b>	<b>7,734,029</b>
<b>NET INCOME/LOSS</b>	<b>(904)</b>	<b>58,230</b>	<b>44,952</b>	<b>44,952</b>	<b>539,419</b>
<b>RESERVE TRANSACTIONS</b>					
5850 Transfer to Reserves	43,689		44,952	44,952	539,419
5851 Transfer from Reserves	(44,593)		0	0	0
<b>TOTAL RESERVE TRANSACTIONS</b>	<b>(904)</b>		<b>44,952</b>	<b>44,952</b>	<b>539,419</b>
	0		0	0	0

Hawaiian Properties, Ltd  
**Maintenance Fee Schedule**

Property: **Ilikai Apartment Building, Inc.**  
 Property #: **804**  
 Period: **01/01/16 - 12/31/16**

Units	# of Units	PCI	Total PCI	2015 MF per Unit	2016 MF per Unit	2016 Total MF	% Incr/Decr	2016 Cable/Wifi	2016 Total
One Bedroom	843	0.075188	63.383484	\$ 361.61	\$ 361.61	\$ 304,837.23	0.00%	\$ 39.85	\$ 401.46
Two Bedroom	152	0.150376	22.857152	\$ 723.22	\$ 723.22	\$ 109,929.44	0.00%	\$ 39.85	\$ 763.07
2544	1	0.225564	0.225564	\$ 1,084.83	\$ 1,084.83	\$ 1,084.83	0.00%	\$ 39.85	\$ 1,124.68
2601	1	0.225564	0.225564	\$ 1,084.83	\$ 1,084.83	\$ 1,084.83	0.00%	\$ 39.85	\$ 1,124.68
2602	1	0.187970	0.187970	\$ 904.02	\$ 904.02	\$ 904.02	0.00%	\$ 39.85	\$ 943.87
2603-2605	3	0.187970	0.563910	\$ 904.02	\$ 904.02	\$ 2,712.06	0.00%	\$ 39.85	\$ 943.87
2606-2611	6	0.150376	0.902256	\$ 723.22	\$ 723.22	\$ 4,339.32	0.00%	\$ 39.85	\$ 763.07
2612-2613	2	0.187970	0.375940	\$ 904.02	\$ 904.02	\$ 1,808.04	0.00%	\$ 39.85	\$ 943.87
Storage Areas	1	0.075188	0.075188	\$ 361.61	\$ 361.61	\$ 361.61	0.00%	-	-
Laundry Areas	1	0.075188	0.075188	\$ 361.61	\$ 361.61	\$ 361.61	0.00%	-	-
Skyroom	1	0.751880	0.751880	\$ 3,616.10	\$ 3,616.10	\$ 3,616.10	0.00%	-	-
Garage Area 1	1	1.503759	1.503759	\$ 7,232.19	\$ 7,232.19	\$ 7,232.19	0.00%	-	-
Commercial Area 50	1	0.751880	0.751880	\$ 3,616.10	\$ 3,616.10	\$ 3,616.10	0.00%	-	-
C 101	1	0.751880	0.751880	\$ 3,616.10	\$ 3,616.10	\$ 3,616.10	0.00%	-	-
C 102	1	1.503759	1.278195	\$ 6,147.37	\$ 6,147.37	\$ 6,147.37	0.00%	-	-
C 103	1	1.804511	1.503759	\$ 7,232.20	\$ 7,232.20	\$ 7,232.20	0.00%	-	-
C 105	1	0.375940	0.375940	\$ 1,808.05	\$ 1,808.05	\$ 1,808.05	0.00%	-	-
C106	1	0.676692	0.676692	\$ 4,809.41	\$ 3,254.49	\$ 3,254.49	0.00%	-	-
C 200	1	0.676692	0.601504	\$ 2,892.88	\$ 2,892.88	\$ 2,892.88	0.00%	-	-
C 201	1	0.902256	0.751880	\$ 3,616.10	\$ 3,616.10	\$ 3,616.10	0.00%	-	-
C 202	1	1.203008	1.127820	\$ 5,424.15	\$ 5,424.15	\$ 5,424.15	0.00%	-	-
C 203	1	0.075188	0.075188	\$ 361.61	\$ 361.61	\$ 361.61	0.00%	-	-
C 204	1	0.150376	0.150376	\$ 723.22	\$ 723.22	\$ 723.22	0.00%	-	-
C 205	1	0.150376	0.150376	\$ 723.22	\$ 723.22	\$ 723.22	0.00%	-	-
C 206	1	0.676692	0.676692	\$ 4,809.41	\$ 3,254.49	\$ 3,254.49	0.00%	-	-
	1026		100.00			\$ 480,941.26			

## EXHIBIT H

### SUMMARY OF PURCHASE AGREEMENT AND SUMMARY OF ESCROW AGREEMENTS

The Purchase Agreement provides for the sale of an Apartment by the developer to a Purchaser. The Escrow Agreement provides how the funds as paid by the Purchaser under the Purchase Agreement to Escrow are to be held and released. Both the Purchase Agreement and the Escrow Agreement contain many important provisions which are not set out here and should be carefully reviewed by every prospective Purchaser. This summary is not complete and will not control in the event of any conflict with a provision in the Purchase Agreement or the Escrow Agreement. Prospective Purchasers are cautioned and encouraged to read carefully and fully the Purchase Agreement and Escrow Agreement.

#### PURCHASE AGREEMENT:

1. In the Purchase Agreement the developer is called "Seller". The Purchase Agreement provides for the number, amount and timing of payments Purchaser is to make to Escrow. The Purchase Agreement provides that all interest received by Escrow on Purchaser's deposits will be credited toward the Purchaser's financial obligations under the Purchase Agreement.

2. The Purchase Agreement describes the "Property" being sold, including the Apartment and its common interest.

3. The Purchase Agreement provides that Purchaser's failure to cancel the Purchase Agreement pursuant to its applicable terms shall constitute an approval and acceptance of the Condominium Documents by the Purchaser.

4. The Purchase Agreement contains the following disclaimer about income:

Purchaser declares Purchaser is purchasing the Apartment based on Purchaser's own examination and judgment and not through any representations made to Purchaser by Seller or its agents as to its location, value, future value, or income therefrom. Purchaser acknowledges that Seller, its officers, employees, agents or real estate brokers or real estate sales persons have made no representations regarding the possibility or probability of rental or other income from the purchase and ownership of an apartment in the Project or other economic benefit to be derived from the rental of the Apartment, including but not limited to, any representations to the effect that Seller or the managing agent of the Project or any other third party will provide services relating to the rental or sale of the Apartment nor representations as to the possible advantages from the rental of the Apartment under Federal and/or State tax laws. If Purchaser wishes to rent the Apartment to a third person(s), Purchaser shall be responsible for making its own arrangements for such rental. Neither Seller nor its agent makes any representation regarding either economic benefits to be derived from rentals or tax treatment of any Purchaser of an Apartment. The tax treatment and economic benefits may vary with individual circumstances, and Seller and its agents recommend that Purchaser consult Purchaser's own attorney, accountant or other tax counsel for advice regarding tax treatment. Purchaser further agrees and acknowledges that Purchaser has not been induced nor solicited by the Seller or its agents to purchase an Apartment or Apartments at the Project as a security as defined under Federal or State securities laws and regulations. The terms of this Section shall survive the Closing and occupancy of the Apartment by Purchaser.

5. The Purchase Agreement contains the following assignment of warranty provisions:

(a) **SELLER'S ASSIGNMENT OF CONSTRUCTION DEFECT WARRANTIES.** At Closing, by execution and delivery of the Apartment Deed, Seller shall assign to Purchaser the standard one-year construction defect warranty from the general contractor as set forth in the construction contract between Seller and such general contractor, which warranty is limited to the renovation work on the Apartment and which warranty will be in effect for a period of one year from the date of substantial completion of the renovation work on the Apartment (the "**Construction Defect Warranties**"). The contractor does not provide any warranty for any portion of the Apartment other than the renovation work performed by the contractor. Purchaser understands that Seller is not acting as a co-warrantor but is merely passing through to Purchaser the benefits of the Construction Defect Warranties. Seller does not make any separate warranty.

(b) **SELLER'S ASSIGNMENT OF MANUFACTURERS' WARRANTIES.** Appliances, equipment, or other items which are "consumer products" for purposes of the Magnuson-Moss Warranty Act, 15 USC 2301, et seq. are for convenience collectively called the "Consumer Products". The Closing of the purchase and sale of the Apartment shall constitute Seller's assignment to Purchaser of any manufacturer's warranties covering any Consumer Products which are incorporated into the Apartment for the unexpired terms of such warranties, to the extent such warranties exist and to the extent that Seller has the right and power

EXHIBIT H

SUMMARY OF PURCHASE AGREEMENT AND SUMMARY OF ESCROW AGREEMENTS

to make such an assignment. Purchaser acknowledges and understands that Seller is not stating that any such warranties exist, or that such an assignment will be effective, nor is Seller adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor, but Seller is merely attempting to pass through to Purchaser the benefits of any such warranties, if any exist. Purchaser shall follow the procedure set forth in the manufacturer's warranty if any defects should appear in that item. Purchaser is aware that Purchaser is obligated to read and understand these warranties and that any service request should be made directly to the service representative for the manufacturer. Seller makes no warranties and does not assume any obligation to service or repair the Consumer Products. Seller makes no representation or warranty with respect to the energy consumption of, or efficiency of, any appliance, equipment, or consumer product, or with respect to energy or utility costs.

- (c) **LIMITATION OF WARRANTY AND SELLER LIABILITY.** THIS IS AN IMPORTANT PROVISION AND PURCHASER IS URGED TO READ IT CAREFULLY. PURCHASER IS ALSO ADVISED TO SEEK LEGAL ADVICE IF PURCHASER DOES NOT UNDERSTAND WHAT THIS PROVISION MEANS.

THE WARRANTIES DISCUSSED ABOVE ARE BEING PROVIDED TO PURCHASER IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY BY SELLER. SELLER ACQUIRED ITS TITLE TO THE APARTMENT IN JUNE 2009, MORE THAN FORTY-FIVE (45) YEARS AFTER COMPLETION OF CONSTRUCTION OF THE PROJECT. FOR THAT REASON, THE APARTMENT (INCLUDING BUT NOT LIMITED TO THE ROOF, WALLS, FOUNDATIONS, SOILS, PLUMBING, ELECTRICAL AND MECHANICAL SYSTEMS, ETC.) AND INCLUDING THE UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS AND ALL FURNITURE, FIXTURES AND APPLIANCES ARE BEING SOLD TO PURCHASER IN THEIR EXISTING "AS IS" CONDITION, WITHOUT WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED. SELLER NEITHER MAKES NOR GIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE APARTMENT OR PROJECT OR THE RENOVATION OF THE APARTMENT, AND PURCHASER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING OR GIVING ANY EXPRESS OR IMPLIED WARRANTY.

WITHOUT LIMITING THE FOREGOING, SELLER DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WORKMANSHIP, OR THAT THE APARTMENT AND PROJECT ARE FREE FROM DEFECTS. THIS PROVISION SHALL SURVIVE THE CLOSING.

PURCHASER GIVES UP, WAIVES AND RELINQUISHES ALL RIGHTS TO ASSERT ANY CLAIM, DEMAND, PROCEEDING OR LAWSUIT OF ANY KIND AGAINST SELLER WITH RESPECT TO THE CONDITION OF THE APARTMENT, THE RENOVATIONS OF THE APARTMENT, THE PROJECT, THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS, ANY PERSONAL PROPERTY, AND ANY CONSTRUCTION DEFECTS.

- (d) **NOTICE OF CONTRACTOR'S RIGHTS TO RESOLVE ALLEGED CONSTRUCTION DEFECTS.**

CHAPTER 672E OF THE HAWAII REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED YOUR HOME OR FACILITY. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW, AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

- (e) Purchaser is strongly advised to have a professional apartment inspection to ascertain the exact condition of the Apartment being purchased and to make reasonable inquiry regarding individual concerns before Purchaser's right to cancel this Agreement expires or is waived by Purchaser. Purchaser understands and agrees that any inspection of the Project and the surrounding area, including but not limited to the Apartment and its furnishings, fixtures and appliances that Purchaser wishes to perform must be completed by Purchaser prior to expiration or termination of the

EXHIBIT H

SUMMARY OF PURCHASE AGREEMENT AND SUMMARY OF ESCROW AGREEMENTS

period within which Purchaser may cancel this Agreement and that, if Purchaser is not satisfied with such inspection, then Purchaser must cancel this Agreement prior to expiration or termination of the period within which Purchaser may cancel this Agreement.

6. The Purchase Agreement contains the following provision regarding maintenance fees:

Purchaser will examine the monthly maintenance charges for the Apartment as shown in the Supplementary Public Report. Purchaser is aware that such amounts are based on a budget established by the Board of Directors of the Association and may change for reasons beyond the control of Seller, and Purchaser hereby specifically accepts and approves any such changes. PURCHASER AGREES THAT SELLER IS NOT PROVIDING ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE BUDGET OR FEES ESTABLISHED BY THE BOARD OF DIRECTORS, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF SUCH BUDGET.

7. The Purchase Agreement contains the following provision regarding non-conforming conditions:

Purchaser acknowledges that by purchasing and accepting ownership of an apartment, Purchaser will accept the non-conforming conditions of the Project and will assume all risk and responsibility for any changes to the Project that may be required with respect to the non-conforming conditions of the Project or with respect to any increase in the non-conforming conditions of the Project.

8. The Purchase Agreement contains the following provision regarding indemnification of Seller against claims:

Purchaser releases and discharges, and agrees to indemnify and defend, Seller and its successors and assigns, and the members, managers, officers, employees, agents of each of them, from and against any and all claims, obligations, demands, damages, causes of action, liabilities, losses and expenses, including reasonable attorneys' and expert fees, whether now known or hereafter known, foreseen or unforeseen, that Purchaser or any occupant of the Apartment had, has, or may have in the future, in law or in equity (the "claim"), that are attributable to: (1) bodily injury, sickness, emotional distress, disease, death or any other personal injury or adverse health effects, or (2) injury to or destruction of tangible personal property, including loss of the use thereof arising out of or relating to, or in any way connected with, indoor air quality, moisture, or the growth, release, discharge, dispersal or presence of any hazardous materials in or on the Project or Apartment, or microorganisms or chemicals in the air or on or within the interior surfaces of the Apartment including, without limitation to, wall cavities, windows, or on the exterior surfaces of the Apartment or on any part thereof, or any other aspect of the condition of the Apartment or the Project, whether or not the claim is caused by, in whole or in part, any act or omission of Seller or its employees or agents.

9. The Purchase Agreement contains the following provisions regarding a Declaration of Restrictive Covenants:

The Seller, as Declarant, has recorded a Declaration of Restrictive Covenants (the "**Housekeeping CCRs**") that affects only Commercial Area No. 101 (the "**Front Desk Apartment**") and certain hotel/residential apartments, including the Apartment that is the subject of this Agreement (the "**Subject Apartments**") but other residential units owned by the Developer may subsequently be subjected to the Housekeeping CCRs. Pursuant to the Housekeeping CCRs, so long as either the Front Desk Apartment Owner or its lessee (as applicable, called the "**Hotel Manager**") and UNITE HERE Local 5 are parties to a collective bargaining agreement, each owner of a Subject Apartment who is using the Subject Apartment as a Transient Vacation Unit (as defined in the LUO) and the Hotel Manager are required to enter into an agreement for cleaning and maintenance services in the form attached to the Housekeeping CCRs (the "**Housekeeping Agreement**"). If the owner of the Subject Apartment elects to enter into a front desk rental agreement with the Hotel Manager, that owner is not required to enter into the Housekeeping Agreement; however, under no circumstances is an owner required to enter into a front desk rental agreement with the Hotel Manager. Each owner of a Subject Apartment indemnifies the Declarant, the Front Desk Apartment Owner and others from all claims arising directly or indirectly out of injury to person or property sustained by anyone in or about the owner's apartment or in connection with the discharge of the indemnified parties' obligations under the Housekeeping CCRs other than the indemnitee's

EXHIBIT H

SUMMARY OF PURCHASE AGREEMENT AND SUMMARY OF ESCROW AGREEMENTS

own gross negligence or willful misconduct. A copy of the Housekeeping CCRs will be provided to Purchaser.

10. The Purchase Agreement contains the following provisions regarding timeshares:

The Board of Directors proposed an amendment to the Declaration and Bylaws that (a) prohibits any apartment in the Project from being purchased, sold or used at any time under a time share plan or similar program (with the exception of the 123 apartments currently participating in the Shell/Wyndham time share program) and clarifies the uses that may be made of the residential/hotel apartments and (b) permits only one representative of either SVC-Hawaii, L.L.C., SVC-Waikiki, L.L.C., Shell Owners Association-Hawaii, Wyndham Vacation Ownership, Inc. and/or an affiliate to serve on the Board (and this will include their respective successors and assigns, and purchasers), regardless of the number of units such entities (or their successors, assigns or purchasers) own, unless and until the number of Board members is increased, then the ratio of 1:9 shall be maintained. The owners voted on the amendment at a meeting held on July 29, 2014, at which time the amendment was approved. A copy of the recorded amendment will be made available to Purchaser.

ESCROW AGREEMENT\*:

The Escrow Agreement provides how the funds paid to Escrow by Purchaser under the Purchase Agreement are to be held and released. Both the Purchase Agreement and the Escrow Agreement contain many important provisions which are not set out here and should be carefully reviewed by every prospective Purchaser. This summary is not complete and will not control in the event of any conflict with a provision in the Purchase Agreement or the Escrow Agreement. Prospective Purchasers are cautioned and encouraged to read carefully and fully the Purchase Agreement and Escrow Agreement.

1. The Escrow Agreement provides that Escrow is to collect Purchaser's payments and hold them in accounts with banks or savings institutions that are federally insured.

2. The Escrow Agreement provides for the closing or settlement of the sale. Escrow collects all payments and other amounts owed under the Sales Contract, including closing costs which are paid by the Purchaser as set forth in the Purchase Agreement.

3. Escrow handles the closing and the transfer of title in accordance with the Escrow Agreement.

4. The Escrow Agreement provides certain protections to Escrow in the event of a dispute between Purchaser and the Seller. These rights include filing an interpleader and the right to recover certain fees and costs. In an interpleader action the escrow deposit is given to the court to decide what action to take.

5. The Escrow Agreement provides information on the escrow fees, escrow cancellation and the fees for certain policies of title insurance.

\* There are two escrow agreements because there are two entities that are the "Developer" for the Supplementary Public Report.

EXHIBIT I

COVENANTS AND RESERVED RIGHTS CONTAINED IN LIMITED WARRANTY DEED

The following are rights reserved by Developer (Grantor) and agreements made by Purchaser (Grantee) in the specimen form of The Ilikai Apartment Building Limited Warranty Apartment Deed with Reservations and Covenants and Limited Powers of Attorney. Developer (Grantor) shall have the right to assign from time to time, in whole or in part and on an exclusive or non-exclusive basis to one or more persons or entities the rights reserved herein; any such assignment shall be a specific assignment and shall be filed with the Assistant Registrar of the Land Court of the State of Hawaii.

1. Covenants of Grantee and Reservation of Rights of Grantor.

(a) The Grantee hereby covenants with the Grantor, that the Grantee will observe, perform, comply with and abide by the Declaration of Horizontal Property Regime ("Declaration") and the Bylaws of the Project ("Bylaws"), mentioned in said Exhibit "A", as the same are or may be amended or restated from time to time in accordance with law and the rules and regulations adopted in accordance with the Bylaws.

(b) [Lodging/Dwelling Units only] The Grantee further agrees for the benefit of Grantor and its affiliates, that until the earlier of (i) the date that all of the apartments (both residential and commercial) in the Project have been conveyed to persons other than SFI Ilikai 104 LLC, SFI Ilikai Property Owner LLC, and SFI Ilikai Retail Owner LLC (the "Project Sell Out Date"), and (ii) December 31, 2025, Grantee will not enter into any contract or arrangement concerning the rental of the Apartment, with a rental manager or anyone else, that provides for any present or future pooling of income from the Apartment with income from any apartment or property owned by any other person. Grantee acknowledges that no representations have been made to Grantee concerning the availability of any rental pool arrangement now or in the future.

(c) [Commercial Units only (exclusive of Commercial Apartment No. 101, the Storage Area and the Laundry Area)] The Grantee hereby covenants with the Grantor and the owner from time to time of Commercial Apartment No. 101 that for a period of fifty (50) years from recording of this Apartment Deed, neither the Apartment nor any part thereof shall be used to operate a rental program for the residential or hotel (non-commercial) units at the Project. As used herein "to operate a rental program" means providing one or more of the following services to owners of the residential or hotel (non-commercial) units at the Project: room reservations, check in/out services, concierge services, real estate sales or rentals, interior unit maintenance services or housekeeping services.

(d) The Grantee hereby acknowledges and agrees for the benefit of the Grantor that for so long as SFI Ilikai 104 LLC, SFI Ilikai Property Owner LLC, or SFI Ilikai Retail Owner LLC retains any interest in an apartment in the Project, including, but not limited to, the interest of a mortgagee or holder of any security interest in an apartment, the Grantor and its assigns shall have the right, (but not the obligation) to make improvements to the Project and, if required, to vote to amend the Declaration and the Bylaws (and the Condominium Map, if appropriate) in the name of Grantee as Grantee's attorney-in-fact as set forth below for the following purposes; provided that the aforesaid rights shall terminate on December 31, 2025:

(i) To meet any requirement imposed by (1) any applicable law, (2) the Real Estate Commission of the State of Hawaii, (3) any title insurance company issuing a title insurance policy on the Project or any of the apartments, (4) any institutional lender lending funds on the security of the Project or any of the apartments, or (5) any other governmental or quasi-governmental agency including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the U.S. Department of Housing and Urban Development or the Veterans Administration; provided, however, that no amendment which would change the common interest appurtenant to the Apartment or materially change the design, location or size of the Apartment shall be made without the consent of the Grantee and any mortgagee of the Apartment;

(ii) To alter the layout of any apartment owned by Grantor or, with the consent of the owner and any mortgagee, of any apartment not owned by Grantor.

(iii) To expand the permitted uses of the fifteen apartments described in the Declaration as Storage Areas Nos. 300-A to 300-W, Laundry Areas Nos. 350-A to 350-W, Sky-Room 30, Garage Area No. 1, Commercial Area No. 50, Commercial Area No. 101, Commercial Area No. 102, Commercial Area No. 103, Commercial Area No. 105, Commercial Area No. 200, Commercial Area No. 201, Commercial Area No. 202, Commercial Area No. 203, Commercial Area No. 204, Commercial Area No. 205 and their appurtenant limited common elements to "all uses permitted by zoning and other applicable laws", to the extent such use is not already permitted.

(e) Grantee agrees that, for the period commencing on the date of recordation of this Apartment Deed and ending thirty-six (36) months thereafter, the Grantor and its assigns shall have the right to vote in the name of

EXHIBIT I

COVENANTS AND RESERVED RIGHTS CONTAINED IN LIMITED WARRANTY DEED

Grantee as Grantee's attorney-in-fact as set forth below, with respect to any matter put to a vote of the apartment owners of the Project that occurs in the thirty-six months following the recording of this Apartment Deed, including without limitation the election of the Board of Directors of the Association of Apartment Owners.

2. Reservation of Easements by Grantor. Subject to the rights of apartment owners in the Project who do not derive their title from Grantor, Grantor reserves the following easements over the Project and Grantee and anyone who now or hereafter acquires an interest in this Apartment as owner, lessee, mortgagee, lien holder or other person with an interest in the Apartment agrees to Grantor's reservation of the easements and Grantor's exercise of the easements and waives any right, claim or action which such person may now or hereafter have or acquire against Grantor, its agents, employees, contractors, licensees, successors and assigns as a result of such activity or activities:

(a) Grantor's Easement for Sales Activities. The Grantor, its agents, employees, contractors, and licensees shall have the right to conduct extensive sales activities in the Project, including the common elements, including the use of model apartments, sales and management offices, and extensive sales displays and activities, including sales events, and placing of signs in elevators, lobbies, entrances and driveways, until the Project Sell-Out Date.

(b) Grantor's Easement for Repair and Renovation. Until twenty-four (24) months after the Project Sell-Out Date, Grantor, its agents, employees, contractors and licensees shall have an easement over, under and upon the Apartment or any portion of the Apartment as may be necessary or useful in the opinion of the Grantor for the completion of repairs and renovations to the Apartment.

(c) Easement to Create Noise etc. Grantor, its agents, employees, contractors and licensees shall have an easement over, under and upon the Project or any portion of the Project, to create and cause noise, vibration, dust and other nuisances created by or resulting from any work connected with or incidental to the renovation, repair or sale of any apartment.

3. Grant of Powers of Attorney. Grantee and each and every person acquiring an interest in the Apartment, by such acquisition, consents to the exercise of the rights and privileges of Grantor and agrees to execute and deliver such documents and instruments, including if applicable proxies, and to do such other things as may be necessary or convenient to effect the same, and appoints the Grantor and its assigns as his or her attorney-in-fact with full power of substitution to execute and deliver such proxies, ballots, documents and instruments and to do such things on his or her behalf, which grant of such power, being coupled an interest in the Apartment, is irrevocable for the duration of such reserved rights, and shall not be affected by the disability of such party or parties. Nothing in this Apartment Deed shall be interpreted to impose any obligation on Grantor to exercise any of the rights reserved by Grantor or make any improvements to the Apartment or common elements. Grantor shall have the right to assign any of its rights under this Apartment Deed, including the powers of attorney, by an instrument duly recorded and accepted by the assignee.

4. THE GRANTEE HEREBY ACKNOWLEDGES AND AGREES THAT GRANTOR ACQUIRED ITS TITLE TO THE APARTMENT IN JULY 2009, MORE THAN FORTY-FIVE (45) YEARS AFTER COMPLETION OF CONSTRUCTION OF THE PROJECT. FOR THAT REASON, THE APARTMENT (INCLUDING BUT NOT LIMITED TO THE ROOF, WALLS, FOUNDATIONS, SOILS, PLUMBING, ELECTRICAL AND MECHANICAL SYSTEMS, ETC.) AND INCLUDING THE UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND THE LIMITED COMMON ELEMENTS AND ALL FURNITURE, FIXTURES AND APPLIANCES ARE BEING CONVEYED TO GRANTEE IN THEIR EXISTING "AS IS" CONDITION, WITHOUT WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED. WITHOUT LIMITATION, ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY APARTMENT, THE RENOVATION OF THE APARTMENT, THE PROJECT, ANY CONSUMER PRODUCTS OR ANYTHING ELSE INSTALLED IN ANY APARTMENT OR IN THE PROJECT, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTY OF HABITABILITY, OR MERCHANTABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR ANY PARTICULAR PURPOSE ARE, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMED BY GRANTOR AND WAIVED BY GRANTEE.