



REAL ESTATE COMMISSION
 STATE OF HAWAII
 DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
 PROFESSIONAL AND VOCATIONAL LICENSING DIVISION
 1010 Richards Street - P. O. Box 3469
 Honolulu, Hawaii 96801

CONDOMINIUM PUBLIC REPORT

on

EXECUTIVE CENTRE
 1088 Bishop Street
 Honolulu, Hawaii 96813

Registration No. 1223

Issued: January 25, 1990
 Expires: July 25, 1990

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of November 17, 19 89, and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

Type of Report:

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

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

- No prior reports have been issued
- Supersedes all prior public reports
- Must be read together with _____

 X **SECOND**
SUPPLEMENTARY: Updates information contained in the
(pink) [X] Prelim. Public Report dated June 9, 1980

- Final Public Report dated _____
- Supp. Public Report dated September 22, 1981

And Supersedes all prior public reports
 Must be read together with _____

This report reactivates the _____
 public report(s) which expired on _____

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required 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 Commission.

Changes made are as follows:

1. The developer named in this report acquired the project on or about June 23, 1989. The original developer no longer has any interest in the project.

2. The Land. A portion of the land originally submitted to the condominium property regime has been deleted. The deleted portion contained an area of 7,577 square feet and was to be the location of the King Tower described in the Preliminary Public Report. The land area of the project site is now 58,361 square feet, more or less.

3. The King Tower, originally included in the plans of the project, has been deleted. With such deletions and other changes, the total number of units has been reduced from 562 to 511, and the percentage undivided interests in the common elements appurtenant to each apartment were reallocated among the 511 apartment units.

4. The common elements and limited common elements remain substantially the same, except that one room containing a sauna, shower, men's and women's restrooms and exercise area and one room containing 4 Jacuzzis, a shower and reception area have been constituted as apartments.

5. Title Guaranty Escrow Services, Inc., is the new escrow agent.

6. SHC-Real Estate & Management, Inc., is the new Real Estate Sales Agent and Managing Agent.

SHC-Real Estate & Management, Inc., is not a licensed Condominium Managing Agent (CMA) and does not have the required bond specified under Chapter 514A, Hawaii Revised Statutes, as amended. SHC-Real Estate & Management, Inc., will not be able to operate as a CMA until it is properly licensed and registered with the Real Estate Commission.

SHC-Real Estate & Management, Inc., has applied for a CMA license.

7. ALSO, please note ADDITIONAL INFORMATION on page 18 of this report.

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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 Hawaii's "Condominium Property Act" (Chapter 514A, Hawaii Revised Statutes) must be followed.

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, roots, 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 they 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 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.

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 owner/tenant) 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. The 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.

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 a vote of the owners. Some of these actions may significantly impact the quality of life for all 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 vitally important to all apartment owners that the transition from developer to owner control be accomplished in an orderly manner and in a spirit of cooperation.

SUMMARY OF THE CONDOMINIUM PROJECT

Interest to be Conveyed to Buyer:

- Fee simple interest in an apartment and an undivided feehold interest in the common elements.
- Leasehold interest in an apartment and an undivided leasehold interest in the common elements.
- Fee simple interest in an apartment and an undivided leasehold interest in the common elements.

Types of Project:

- 1. New Building(s) Conversion
 Both New Building(s) and Conversion
- 2. Residential Commercial
 Mixed Residential and Commercial
 Other _____
- 3. High Rise (5 stories or more) Low Rise
- 4. Single or Multiple Buildings

5. Apartment Description

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>There are 466 Bishop Tower Apts., 33 Townhouse Apts., 1 Penthouse and</u>				
<u>11 Commercial Units. Commercial Units 114, 214 and LL-14 are considered</u>				
<u>one unit and collectively known as "Woolworth." Commercial Units 113</u>				
<u>and 213 are considered one unit and collectively known as "Longs."</u>				
<u>867 parking spaces are constituted as apartments and called "Parking Units"</u>				
<u>See Exhibit "A" for apartment description</u>				

Total Apartments: 1,378 (including Parking Units)

**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.

6. Parking:

	<u>Number of Stalls</u>	
Assigned Stalls (Individual Units)	<u>517</u>	
Guest Stalls	<u>None</u>	
Unassigned Stalls	<u>205</u>	
Extra Stalls Available for Purchase	<u>None</u>	
Other: <u>Under long term subleases</u>	<u>145</u>	
Total Parking Stalls	<u>867</u>	See Exhibit "E" for further information

- 7. **Recreational amenities:** Swimming pool and pool deck, jacuzzi, pool restroom, two (2) conference rooms, patio, lounge and restroom on the eleventh floor of the Townhouse.

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: MKS Executive Partners **Phone:** 522-6200
Name (Business)
1088 Bishop Street, Penthouse
Business Address
Honolulu, Hawaii 96813

Names of officers or general partners of developers who are corporations or partnerships:

SHC-Real Estate & Management, Inc., General Partner
Sukarman Sukamto, President

Real Estate Sales Agent: SHC-Real Estate & Management, Inc. **Phone:** 522-6200
Name (Business)
1088 Bishop Street, Penthouse
Business Address
Honolulu, Hawaii 96813

Escrow: Title Guaranty Escrow Services, Inc. **Phone:** 521-0211
Name (Business)
235 Queen Street, 1st Floor
Business Address
Honolulu, Hawaii 96813

Managing Agent: SHC-Real Estate & Management, Inc.* **Phone:** 522-6200
Name (Business)
1088 Bishop Street, Penthouse
Business Address
Honolulu, Hawaii 96813

* See paragraph 6 of Summary of Changes on page 2 of this report.

Attorney for Developer: Hong, Iwai and Hulbert (Attention: Donald K. Iwai)
Name
Suite 2200, Pauahi Tower
Business Address
1001 Bishop Street
Honolulu, Hawaii 96813

**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.

- 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:

Proposed
 Recorded - Bureau of Conveyances - Book 15799 Page 136
 Filed - Land Court - Document Number 1083351

Amendment date(s) and recording/filing information: A proposed amendment entitled "First Amendment and Restatement of Declaration of Condominium Property Regime of Executive Centre" which amends and restates the entire Declaration will be executed and recorded prior to the issuance of the final public report.

- 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.

The Condominium Map for this condominium project is:

Proposed
 Recorded - Bureau of Conveyance Condo Map No. 821
 Filed - Land Court Condo Map No. 465

Amendment date(s) and recording/filing information: The "as built" plans will be recorded together with the First Amendment and Restatement of Declaration of Condominium Property Regime prior to the issuance of the final public report.

- 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 way in which meetings will be conducted, and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

Proposed
 Recorded - Bureau of Conveyances - Book 15799 Page 136
 Filed - Land Court - Document Number 1083351

Amendment date(s) and recording/filing information: A proposed amendment entitled "First Amendment and Restatement of Bylaws of Association of Apartment Owners of Executive Centre" which amends and restates the entire Bylaws will be executed and recorded prior to the issuance of the final public report.

The Condominium Statute (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to 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.

D. **House Rules.** The Board of Directors may adopt house rules to govern the use and operation of the common elements and individual apartments. House rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais, keeping of pets, and occupancy limits. 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>75%</u>
Bylaws	65%	<u>65%</u>
House Rules	---	<u>Changes by Board of Directors</u>

The percentages for individual condominium projects may be more than the minimum set by law.

2. **Developer:** The developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws, or House Rules: The developer has reserved the right to change the Declaration, By-Laws, Condominium Conveyance Document, Assignment of Condominium Conveyance Document, House Rules, Escrow Agreement, and the Disclosure Abstract provided that no such change shall (a) substantially change any of the developer's or the buyer's obligations under the Sales Contract, (b) require a substantial change in the design, location or size of the apartment or the building in which the apartment is located, (c) increase the buyer's undivided percentage common interest, or (d) reduce the developer's obligation for common expenses on any unsold apartment in the Project.

B. Underlying Land:

Address: 1088 Bishop Street Tax Map Key: 2-1-012-004
Honolulu, Hawaii 96813 (TMK) 1st District

[] Address [] TMK is expected to change because _____

Land Area: 58,361 [X] square feet [] acre(s) Zoning: BMX-4 Central Business Mixed Use District

Fee Owner: Trustees of Bernice Pauahi Bishop Estate
Name

567 South King Street
Address

Honolulu, Hawaii 96813

Sublessor: MKS Executive Partners
Name

1088 Bishop Street
Address

Honolulu, Hawaii 96813

C Buildings and Other Improvements:

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

2. Buildings: 2 Floors Per Building See Exhibit "D"

[X] Exhibit "D" contains further explanations.

3. Principal Construction Material:

[X] Concrete [] Hollow Tile [] Wood

[X] Other Glass

4. Permitted Uses:

	<u>No. of Apts.</u>		<u>No. of Apts.</u>
[X] Commercial	<u>11</u>	[] Industrial	_____
* [X] Residential	<u>including the 500 Penthouse</u>	[] Agricultural	_____
[] Timeshare/Hotel	_____	[] Recreational	_____
* [X] Other: <u>business office</u>			<u>including the 500 Penthouse</u>

*Note: All apartments other than the Commercial Units may be used for residential and/or business use. See page 18 (Part IV, paragraph (1)) of this report for further explanations.

5. Special Use Restrictions:

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

- Pets No pets are allowed
- Number of Occupants: _____
- Other: _____
- There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 1,378 (511 Apartment & Commercial Units and 867 Parking Units)

Elevators 11 Stairways 6 Trash Chutes None

Escalators 4

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>See Exhibit "A" (page 1)</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

**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.

Boundaries of Each Apartment: Each apartment shall be deemed to include all the walls and partitions which are not load-bearing within its perimeter or party walls, all doors and door frames which includes the exterior unfinished surfaces thereof, windows and window frames, the lanai air space (if any), the interior decorated or finished surfaces of all perimeter, party and load-bearing walls, floors, floor coverings and ceilings, and all fixtures originally installed or contained therein.

Permitted Alterations to Apartments: Only additions and alterations solely within an apartment or within a limited common element for the exclusive use of the apartment are permitted; also owners of adjoining apartments on the 13th through 40th floors of the Bishop Tower, which adjoining apartments bear apartment numbers ending with 05 and 06 or 07 and 08, may alter or remove the party walls separating such apartments. Any such alteration will require approval of the Board of Directors, the apartment owners directly affected and their mortgagees. However, no apartment owner may do anything to or in his/her apartment which would jeopardize the structural integrity of the building or the soundness or safety of the project, reduce the value of the project or impair any easement or hereditament appurtenant to the project.

7. Parking Stalls:

Total Parking Stalls: 867

	<u>Regular</u>		<u>Compact</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 individual units)	<u>436</u>	<u> </u>	<u>69</u>	<u> </u>	<u>12*</u>	<u> </u>	<u>517</u>
Guest	<u>-0-</u>	<u> </u>	<u>-0-</u>	<u> </u>	<u>-0-</u>	<u> </u>	<u>-0-</u>
Unassigned	<u>160</u>	<u> </u>	<u>45</u>	<u> </u>	<u>-0-</u>	<u> </u>	<u>205**</u>
Extra Available for Purchase	<u>-0-</u>	<u> </u>	<u>-0-</u>	<u> </u>	<u>-0-</u>	<u> </u>	<u>-0-</u>
Other:	<u>127</u>	<u> </u>	<u>18</u>	<u> </u>	<u>-0-</u>	<u> </u>	<u>145***</u>
Total Covered & Open	<u>723</u>	<u> </u>	<u>132</u>	<u> </u>	<u>12</u>	<u> </u>	

SEE NOTE BELOW

Each apartment will have the exclusive use of at least one parking stall(s).
Buyers are encouraged to find out which stall(s) will be available for their use.

Commercial parking garage permitted in condominium project.

Exhibit "E" 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 Chute

Other: pool deck, restroom, jacuzzi, lounge, patio and 2

conference rooms on the 11th floor of Townhouse; restroom for handicapped and laundry room on 3rd floor of Bishop Tower; and parking spaces for bicycles, motorcycles, delivery vehicles and maintenance vehicles on 3rd floor of the parking garage.

NOTE: * 4 of the tandem stalls are compact tandem stalls
** Commercial parking garage
*** Subject to long term sublease to businesses.
See Exhibit "E", page 1.

9. Present Condition of Improvements

(For conversions of residential apartments in existence for at least five years):

a. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations

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

10. Conformance to Present Zoning Code

a. No variances to zoning code have been granted.

Variance(s) to zoning code was/were granted as follows:

(i) Variance to increase the density of the buildings by about 48,659 square feet over the permitted maximum density. ZBA Case No. 82/ZBA-167.

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</u>		
Structures	<u>See Part IV, paragraph (5) of this Report (page 18)</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 intended to be used by all apartment owners. They are owned jointly by all apartment owners.

Exhibit "F" describes the common elements.

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 may use them are:

described in Exhibit "G"

as follows:

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 often used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium. It may also be used for other purposes, including voting on matters requiring action by apartment owners.

Exhibit "A" describes the common interests for each apartment.

As follows:

E. **Encumbrances Against Title:** An encumbrance is a claim against or a liability on the property.

Exhibit "H" describes the encumbrances against the title contained in the title report dated October 27, 1989 and issued by Title Guaranty of Hawaii, Inc.

Blanket Liens:

A blanket lien is a mortgage on a condominium project that secures a construction loan. It 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.

[X] 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. Buyer's interest will be affected only if the developer defaults prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest If Developer Defaults</u>
Mortgages	If the developer defaults after the apartment is conveyed to the buyer, the buyer's interest will not be affected. If the developer defaults before the apartment is conveyed to the buyer, the mortgagee may or may not decide to sell the apartment to buyer pursuant to the Sales Contract.

F. **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 managing agent to assist the Association in managing the condominium project.

Initial Managing Agent: When the developer or the developer's affiliate is the initial 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 managing agent for this condominium is:

[] not affiliated with the Developer.

[X] the Developer or the Developer's affiliate.

[] self-managed by the Association of Apartment Owners.

[] other _____

G. 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, your apartment may be liened and 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 to each apartment.

Exhibit "I" contains a schedule of maintenance fees and maintenance fee disbursements.

H. 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:

- | | |
|---|---|
| * <input checked="" type="checkbox"/> Electricity | <input type="checkbox"/> Television Cable |
| <input type="checkbox"/> Gas | <input checked="" type="checkbox"/> Water & Sewer |
| <input checked="" type="checkbox"/> Other <u>electricity for common areas and refuse collection</u> | |
| <input type="checkbox"/> Not applicable | |

*Note: See Part IV, paragraph 2 of this report for further explanations.

I. 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:** None. Construction of the buildings was substantially completed in 1984 by the original developer. MKS Executive Partners (which is called the "developer" in this report) acquired the project in 1989, and was not in any way involved with the design or construction of the Project. All warranties of the contractors involved in the construction of the Project have expired.

2. **Appliances:** None. All manufacturers' and dealers' warranties have expired.

J. Status of Construction and Estimated Completion Date:

Construction of the project was substantially completed in 1984.

K. Project Phases:

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

Summary of Developer's Present Plans for Future Development:

L. 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 "J" contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated November 16, 1989 with Title Guaranty Escrow Services, Inc.

Exhibit "K" contains a summary of the pertinent provisions of the escrow contract.

Other Receipt for Public Report(s) and Notice of Right to Cancel; Condominium Conveyance Document

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

- (1) Permitted Uses. Generally the apartments may be used for any purpose permitted from time to time by the zoning ordinances, rules and regulations of the City and County of Honolulu, and other applicable governmental laws and regulations. The following uses are prohibited under the Declaration: hotel use; time-sharing; and certain professional office uses such as medical doctors (other than psychiatrists, psychologists, psychological therapists), dentists, veterinarians, acupuncturists, chiropractors and the like. The Commercial Units LL-14, 114 & 214 ("Woolworth"), 113 & 213 ("Longs"), 100 and 101 may be used for retail store purposes only. Commercial Units LL-1, LL-2, LL-3 and LL-13 may be used for any commercial or business use, except that retail store use will require the prior written consent of the Trustees of the Estate of Bernice Pauahi Bishop and the developer.
- (2) Electricity Charges for Apartments. All of the apartments in the project will be separately metered for electricity or provisions for separate billings based on usage have been made. However, the apartments on the second floor through the twelfth floor of the Bishop Tower (apartments with numbers beginning with 2 through 10, and apartments numbered 1101 through 1112 and 1201 through 1212) are under a single electrical meter, and the charges for electricity for said apartments will be allocated among said apartments in an equitable manner as provided in Section J.3. of the Declaration.
- (3) Managing Agent's Office. The developer will lease Apartment 303 to the Association of Apartment Owners for use as the Managing Agent's office. The term of the lease will be for one year renewable for one additional year at the option of the Association. The lease rent will be \$800.00 per month plus the State of Hawaii general excise tax. The Association will be responsible for telephone and utility and other rates and charges not included in the maintenance fees, and its own liability insurance. The developer will be responsible for real property taxes, maintenance fees, fire insurance and its own liability insurance.
- (4) The developer has excepted and reserved the following rights, which rights, under the Declaration, are also given to the owners of the apartments or Parking Units specified: (a) the right to alter or remove the party walls separating adjoining apartments on the 13th through 40th floors, which have apartment numbers ending with 05 and 06 or 07 and 08, provided, that a buyer's apartment will be not altered without the buyer's consent; (b) the right to alter Parking Units 78, 79, 80 and 81 on the 5th floor by enclosing said Parking Units with walls and doors; and (c) the right to alter the door and perimeter walls of the room on the 5th floor of the Townhouse adjacent to the elevator lobby of the Glass Elevator on the 5th floor of the Bishop Tower, which room, elevator lobby and Glass Elevator are limited common elements for the exclusive use of the Penthouse.

- (5) A building variance was obtained for the maintenance of the marquee which extends over the sidewalk area beyond the allowable limits, which variance was granted subject to the marquee being an unusable space.

Although a variance was obtained for an increase in density of the buildings of the project, the subsequent condemnation by the City and County of Honolulu of a portion of the project site and the resulting reduction in land area may have caused the buildings to become nonconforming in respect of their density. Limitations which may apply to nonconforming structures are described in page 13 (Part III, paragraph C.10.b.) of this report. In the case of condominiums containing multi-family dwelling units owned by individuals who purchased such units, the Land Use Ordinance of the City and County of Honolulu provides that a nonconforming structure devoted to a conforming use may be restored to its former condition after destruction by fire, other calamity, or Act of God, provided that such restoration is permitted by the Building Code and Flood Hazard Regulations and is started within two years.

Prospective purchasers are urged to exercise due diligence by making independent inquiries with the county zoning authorities regarding limitations applicable to nonconformities and variances.

Buyer's Right to Cancel Sales Contract:

A. Rights Under the Condominium Statute:

Preliminary Report: Sales made by the Developer 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, Supplementary Report to a Final Report: Sales made by the Developer are binding if:

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

1. There is a material change in the condominium which directly, substantially, and adversely affects (a) the use or value of the buyer's apartment or its limited common elements; or (b) the amenities available for buyer's use; and
2. 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.

B. Rights Under the Sales Contract:

Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the condominium. These include but are not limited to the:

1. Condominium Public Reports issued by the Hawaii Real Estate Commission.
2. Declaration of Condominium Property Regime and Condominium Map.
3. Bylaws of the Association of Apartment Owners.
4. House Rules.
5. Escrow Agreement.
6. Hawaii's Condominium Law (Chapter 514A, HRS, as amended; Hawaii Administrative Rules, Chapter 16-107, adopted by the Real Estate Commission).
7. Other Condominium Conveyance Document with amendments, Condominium Conveyance Document (Parking Unit), and Assignment of Condominium Conveyance Document and Condominium Conveyance Document (Parking Unit)
If these documents are not in final form, the buyer should ask to see the most recent draft.

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Law (Chapter 514A, HRS, and Hawaii Administrative Rules, Chapter 16-107) are available at the Department of Commerce and Consumer Affairs.

This Public Report is a part of Registration No. 1223 filed with the Real Estate Commission on
December 28, 1979.

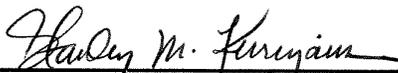
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Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the date of issuance unless a Supplementary Public Report is issued or unless the Commission issues an order extending the effective period for the report.



(for) PETER N. YANAGAWA, Chairman
REAL ESTATE COMMISSION
STATE OF HAWAII

Distribution:

Bureau of Conveyances
Department of Finance, City and County of Honolulu
Planning Department, City and County of Honolulu
Federal Housing Administration
Escrow Agent

Apartment Description

Apartment Types and Room Listings

The apartments are categorized into seventeen (17) different types, to wit, Types "A", "A-1", "A-1A", "B", "B-1", "B-2", "B-2A", "B-3", "B-4", "B-5", "C", "D", "E", "F", "G", "H" and "K". The list of rooms set forth below under each apartment type identifies the rooms contained in each such type of apartment.

<u>Type "A"</u> living-dining area kitchen bedroom bathroom	<u>Type "A-1"</u> living-dining area reception area kitchen bedroom bathroom	<u>Type "A-1A"</u> living-dining area reception area kitchen bedroom bathroom lanai	<u>Type "B"</u> executive office reception area coffee counter bathroom
<u>Type "B-1"</u> executive office reception area coffee counter storage area bathroom	<u>Type "B-2"</u> executive office reception area coffee counter display area bathroom	<u>Type "B-2A"</u> executive office reception area coffee counter display area bathroom lanai	<u>Type "B-3"</u> executive office coffee counter
<u>Type "B-4"</u> executive office reception area kitchen bathroom	<u>Type "B-5"</u> 2 executive offices reception area coffee counter 2 restrooms	<u>Type "C"</u> living-dining area kitchen bedroom 1-1/2 bathrooms* lanai	<u>Type "D"</u> living-dining area kitchen bedroom dressing area bathroom lanai
<u>Type "E"</u> living area kitchen bedroom 1-1/2 bathrooms* stairway balcony lanai	<u>Type "F"</u> living area dining area kitchen sleeping loft dressing area walk-in closet storage area stairway 1-1/2 bathrooms* lanai with jacuzzi	<u>Type "G"</u> sauna shower men's restroom women's restroom exercise room closet	<u>Type "H"</u> 3 Jacuzzi rooms with shower 1 Jacuzzi room reception area

Type "K"

2 executive offices
reception area

* one (1) complete bathroom and one (1) bathroom without shower

EXHIBIT "A"

-1-

The apartment type, approximate net living area and lanai area, if any, and the percent common interest of each of the Commercial Units, the Bishop Tower Apartments, the Penthouse and the Townhouse Apartments are as follows:

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Net Living Area</u>	<u>Lanai Area</u>	<u>Total Area</u>	<u>Percent Common Interest</u>
Commercial:					
LL-1				1,811	0.085422%
LL-2				3,442	0.162354%
LL-3				4,622	0.218013%
LL-13				6,975	0.329000%
LL-14, 114 & 214				65,910	3.108874%
113 & 213				20,695	0.976152%
100				2,040	0.096224%
101				508	0.023962%
Bishop Tower Apartments:					
201	B	534		534	0.158300%
202	B-4	913		913	0.270652%
203	B-4	802		802	0.237747%
204	B	639		639	0.189427%
205	B-3	372		372	0.110277%
206	G	700		700	0.207510%
207	H	989		989	0.293231%
208	B-4	470		470	0.139328%
209	B-4	470		470	0.139328%
210	B-4	807		807	0.239229%
211	B-4	742		742	0.219960%
212	B	534		534	0.158300%
301	B-1	525		525	0.155632%
302	B	552		552	0.163636%
303	B	536		536	0.158893%
305	K	400		400	0.118577%
306	B	714		714	0.211660%
307	B-4	579		579	0.171640%
308	B	455		455	0.134881%
309	B	455		455	0.134881%
310	B	590		590	0.174901%
311	B	590		590	0.174901%
312	B-1	525		525	0.155632%
401	B-1	525		525	0.155632%
402	B	552		552	0.163636%
403	B	536		536	0.158893%
404	B-2	718		718	0.212846%
405	B-3	372		372	0.110277%
406	B	859		859	0.254644%
407	B	626		626	0.185573%
408	B	477		477	0.141403%
409	B	477		477	0.141403%
410	B	590		590	0.174901%
411	B	590		590	0.174901%

<u>Apt. No</u>	<u>Apt. Type</u>	<u>Net Living Area</u>	<u>Lanai Area</u>	<u>Total Area</u>	<u>Percent Common Interest</u>
412	B-1	525		525	0.155632%
501	B-1	525		525	0.155632%
502	B	552		552	0.163636%
503	B	536		536	0.158893%
504	B	378		378	0.112055%
505	B-3	372		372	0.110277%
506	B	859		859	0.254644%
507	B	626		626	0.185573%
508	B	477		477	0.141403%
509	B	477		477	0.141403%
510	B	590		590	0.174901%
511	B	590		590	0.174901%
512	B-1	525		525	0.155632%
601	B-1	525		525	0.155632%
602	B	552		552	0.163636%
603	B	536		536	0.158893%
604	B-2	718		718	0.212846%
605	B-3	372		372	0.110277%
606	B	859		859	0.254644%
607	B	626		626	0.185573%
608	B	477		477	0.141403%
609	B	477		477	0.141403%
610	B	590		590	0.174901%
611	B	590		590	0.174901%
612	B-1	525		525	0.155632%
701	B-1	525		525	0.155632%
702	B	552		552	0.163636%
703	B	536		536	0.158893%
704	B-2	718		718	0.212846%
705	B-3	372		372	0.110277%
706	B	859		859	0.254644%
707	B	626		626	0.185573%
708	B	477		477	0.141403%
709	B	477		477	0.141403%
710	B	590		590	0.174901%
711	B	590		590	0.174901%
712	B-1	525		525	0.155632%
801	B-1	525		525	0.155632%
802	B	552		552	0.163636%
803	B	536		536	0.158893%
804	B-2	718		718	0.212846%
805	B-3	372		372	0.110277%
806	B	859		859	0.254644%
807	B	626		626	0.185573%
808	B	477		477	0.141403%
809	B	477		477	0.141403%
810	B	590		590	0.174901%
811	B	590		590	0.174901%
812	B-1	525		525	0.155632%
901	B-1	525		525	0.155632%
902	B	552		552	0.163636%
903	B	536		536	0.158893%
904	B-2	718		718	0.212846%
905	B-3	372		372	0.110277%

EXHIBIT "A"

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Net Living Area</u>	<u>Lanai Area</u>	<u>Total Area</u>	<u>Percent Common Interest</u>
906	B	859		859	0.254644%
907	B	626		626	0.185573%
908	B	477		477	0.141403%
909	B	477		477	0.141403%
910	B	590		590	0.174901%
911	B	590		590	0.174901%
912	B-1	525		525	0.155632%
1001	B-1	525		525	0.155632%
1002	B	552		552	0.163636%
1003	B	536		536	0.158893%
1004	B-2	718		718	0.212846%
1005	B-3	372		372	0.110277%
1006	B	859		859	0.254644%
1007	B	626		626	0.185573%
1008	B	477		477	0.141403%
1009	B	477		477	0.141403%
1010	B	590		590	0.174901%
1011	B	590		590	0.174901%
1012	B-1	525		525	0.155632%
1101	B-1	525		525	0.155632%
1102	B	552		552	0.163636%
1103	B	536		536	0.158893%
1104	B-2A	718	201	919	0.272431%
1105	B-3	372		372	0.110277%
1106	B	859		859	0.254644%
1107	B	626		626	0.185573%
1108	B	477		477	0.141403%
1109	B	477		477	0.141403%
1110	B	590		590	0.174901%
1111	B	590		590	0.174901%
1112	B-1	525		525	0.155632%
1201	B-1	525		525	0.155632%
1202	B	552		552	0.163636%
1203	B	536		536	0.158893%
1204	B-2A	718	45	763	0.226186%
1205	B-3	372		372	0.110277%
1206	B	859		859	0.254644%
1207	B	626		626	0.185573%
1208	B	477		477	0.141403%
1209	B	477		477	0.141403%
1210	B	590		590	0.174901%
1211	B	590		590	0.174901%
1212	B-1	525		525	0.155632%
1301	A	525		525	0.155632%
1302	A	616		616	0.182609%
1303	A	591		591	0.175198%
1304	A	450		450	0.133399%
1305	A	543		543	0.160968%
1306	A-1A	600	142	742	0.219960%
1307	A-1	798		798	0.236561%
1308	A	570		570	0.168972%
1309	A	465		465	0.137846%
1310	A	650		650	0.192688%
1311	A	650		650	0.192688%

EXHIBIT "A"

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Net Living Area</u>	<u>Lanai Area</u>	<u>Total Area</u>	<u>Percent Common Interest</u>
1312	A	525		525	0.155632%
1401	A	525		525	0.155632%
1402	A	616		616	0.182609%
1403	A	591		591	0.175198%
1404	A	450		450	0.133399%
1405	A	543		543	0.160968%
1406	A-1	600		600	0.177866%
1407	A-1	798		798	0.236561%
1408	A	570		570	0.168972%
1409	A	465		465	0.137846%
1410	A	650		650	0.192688%
1411	A	650		650	0.192688%
1412	A	525		525	0.155632%
1501	A	525		525	0.155632%
1502	A	616		616	0.182609%
1503	A	591		591	0.175198%
1504	A	450		450	0.133399%
1505	A	543		543	0.160968%
1506	A-1	798		798	0.236561%
1507	A-1	798		798	0.236561%
1508	A	570		570	0.168972%
1509	A	465		465	0.137846%
1510	A	650		650	0.192688%
1511	A	650		650	0.192688%
1512	A	525		525	0.155632%
1601	A	525		525	0.155632%
1602	A	616		616	0.182609%
1603	A	591		591	0.175198%
1604	A	450		450	0.133399%
1605	A	543		543	0.160968%
1606	A-1	798		798	0.236561%
1607	A-1	798		798	0.236561%
1608	A	570		570	0.168972%
1609	A	465		465	0.137846%
1610	A	650		650	0.192688%
1611	A	650		650	0.192688%
1612	A	525		525	0.155632%
1701	A	525		525	0.155632%
1702	A	616		616	0.182609%
1703	A	591		591	0.175198%
1704	A	450		450	0.133399%
1705	A	543		543	0.160968%
1706	A-1	798		798	0.236561%
1707	A-1	798		798	0.236561%
1708	A	570		570	0.168972%
1709	A	465		465	0.137846%
1710	A	650		650	0.192688%
1711	A	650		650	0.192688%
1712	A	525		525	0.155632%
1801	A	525		525	0.155632%
1802	A	616		616	0.182609%
1803	A	591		591	0.175198%
1804	A	450		450	0.133399%
1805	A	543		543	0.160968%

EXHIBIT "A"

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Net Living Area</u>	<u>Lanai Area</u>	<u>Total Area</u>	<u>Percent Common Interest</u>
1806	A-1	798		798	0.236561%
1807	A-1	798		798	0.236561%
1808	A	570		570	0.168972%
1809	A	465		465	0.137846%
1810	A	650		650	0.192688%
1811	A	650		650	0.192688%
1812	A	525		525	0.155632%
1901	A	525		525	0.155632%
1902	A	616		616	0.182609%
1903	A	591		591	0.175198%
1904	A	450		450	0.133399%
1905	A	543		543	0.160968%
1906	A-1	798		798	0.236561%
1907	A-1	798		798	0.236561%
1908	A	570		570	0.168972%
1909	A	465		465	0.137846%
1910	A	650		650	0.192688%
1911	A	650		650	0.192688%
1912	A	525		525	0.155632%
2001	A	525		525	0.155632%
2002	A	616		616	0.182609%
2003	A	591		591	0.175198%
2004	A	450		450	0.133399%
2005	A	543		543	0.160968%
2006	A-1	798		798	0.236561%
2007	A-1	798		798	0.236561%
2008	A	570		570	0.168972%
2009	A	465		465	0.137846%
2010	A	650		650	0.192688%
2011	A	650		650	0.192688%
2012	A	525		525	0.155632%
2101	A	525		525	0.155632%
2102	A	616		616	0.182609%
2103	A	591		591	0.175198%
2104	A	450		450	0.133399%
2105	A	543		543	0.160968%
2106	A-1	798		798	0.236561%
2107	A-1	798		798	0.236561%
2108	A	570		570	0.168972%
2109	A	465		465	0.137846%
2110	A	650		650	0.192688%
2111	A	650		650	0.192688%
2112	A	525		525	0.155632%
2201	A	525		525	0.155632%
2202	A	616		616	0.182609%
2203	A	591		591	0.175198%
2204	A	450		450	0.133399%
2205	A	543		543	0.160968%
2206	A-1	798		798	0.236561%
2207	A-1	798		798	0.236561%
2208	A	570		570	0.168972%
2209	A	465		465	0.137846%
2210	A	650		650	0.192688%
2211	A	650		650	0.192688%

EXHIBIT "A"

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Net Living Area</u>	<u>Lanai Area</u>	<u>Total Area</u>	<u>Percent Common Interest</u>
2212	A	525		525	0.155632%
2301	A	525		525	0.155632%
2302	A	616		616	0.182609%
2303	A	591		591	0.175198%
2304	A	450		450	0.133399%
2305	A	543		543	0.160968%
2306	A-1	798		798	0.236561%
2307	A-1	798		798	0.236561%
2308	A	570		570	0.168972%
2309	A	465		465	0.137846%
2310	A	650		650	0.192688%
2311	A	650		650	0.192688%
2312	A	525		525	0.155632%
2401	A	525		525	0.155632%
2402	A	616		616	0.182609%
2403	A	591		591	0.175198%
2404	A	450		450	0.133399%
2405	A	543		543	0.160968%
2406	A-1	798		798	0.236561%
2407	A-1	798		798	0.236561%
2408	A	570		570	0.168972%
2409	A	465		465	0.137846%
2410	A	650		650	0.192688%
2411	A	650		650	0.192688%
2412	A	525		525	0.155632%
2501	A	525		525	0.155632%
2502	A	616		616	0.182609%
2503	A	591		591	0.175198%
2504	A	450		450	0.133399%
2505	A	543		543	0.160968%
2506	A-1	798		798	0.236561%
2507	A-1	798		798	0.236561%
2508	A	570		570	0.168972%
2509	A	465		465	0.137846%
2510	A	650		650	0.192688%
2511	A	650		650	0.192688%
2512	A	525		525	0.155632%
2601	A	525		525	0.155632%
2602	A	616		616	0.182609%
2603	A	591		591	0.175198%
2604	A	450		450	0.133399%
2605	A	543		543	0.160968%
2606	A-1	798		798	0.236561%
2607	A-1	798		798	0.236561%
2608	A	570		570	0.168972%
2609	A	465		465	0.137846%
2610	A	650		650	0.192688%
2611	A	650		650	0.192688%
2612	A	525		525	0.155632%
2701	A	525		525	0.155632%
2702	A	616		616	0.182609%
2703	A	591		591	0.175198%
2704	A	450		450	0.133399%
2705	A	543		543	0.160968%

EXHIBIT "A"

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Net Living Area</u>	<u>Lanai Area</u>	<u>Total Area</u>	<u>Percent Common Interest</u>
2706	A-1	798		798	0.236561%
2707	A-1	798		798	0.236561%
2708	A	570		570	0.168972%
2709	A	465		465	0.137846%
2710	A	650		650	0.192688%
2711	A	650		650	0.192688%
2712	A	525		525	0.155632%
2801	A	525		525	0.155632%
2802	A	616		616	0.182609%
2803	A	591		591	0.175198%
2804	A	450		450	0.133399%
2805	A	543		543	0.160968%
2806	A-1	798		798	0.236561%
2807	A-1	798		798	0.236561%
2808	A	570		570	0.168972%
2809	A	465		465	0.137846%
2810	A	650		650	0.192688%
2811	A	650		650	0.192688%
2812	A	525		525	0.155632%
2901	A	525		525	0.155632%
2902	A	616		616	0.182609%
2903	A	591		591	0.175198%
2904	A	450		450	0.133399%
2905	A	543		543	0.160968%
2906	A-1	798		798	0.236561%
2907	A-1	798		798	0.236561%
2908	A	570		570	0.168972%
2909	A	465		465	0.137846%
2910	A	650		650	0.192688%
2911	A	650		650	0.192688%
2912	A	525		525	0.155632%
3001	A	525		525	0.155632%
3002	A	616		616	0.182609%
3003	A	591		591	0.175198%
3004	A	450		450	0.133399%
3005	A	543		543	0.160968%
3006	A-1	798		798	0.236561%
3007	A-1	798		798	0.236561%
3008	A	570		570	0.168972%
3009	A	465		465	0.137846%
3010	A	650		650	0.192688%
3011	A	650		650	0.192688%
3012	A	525		525	0.155632%
3101	A	525		525	0.155632%
3102	A	616		616	0.182609%
3103	A	591		591	0.175198%
3104	A	450		450	0.133399%
3105	A	543		543	0.160968%
3106	A-1	798		798	0.236561%
3107	A-1	798		798	0.236561%
3108	A	570		570	0.168972%
3109	A	465		465	0.137846%
3110	A	650		650	0.192688%
3111	A	650		650	0.192688%

EXHIBIT "A"

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Net Living Area</u>	<u>Lanai Area</u>	<u>Total Area</u>	<u>Percent Common Interest</u>
3112	A	525		525	0.155632%
3201	A	525		525	0.155632%
3202	A	616		616	0.182609%
3203	A	591		591	0.175198%
3204	A	450		450	0.133399%
3205	A	543		543	0.160968%
3206	A-1	798		798	0.236561%
3207	A-1	798		798	0.236561%
3208	A	570		570	0.168972%
3209	A	465		465	0.137846%
3210	A	650		650	0.192688%
3211	A	650		650	0.192688%
3212	A	525		525	0.155632%
3301	A	525		525	0.155632%
3302	A	616		616	0.182609%
3303	A	591		591	0.175198%
3304	A	450		450	0.133399%
3305	A	543		543	0.160968%
3306	A-1	798		798	0.236561%
3307	A-1	798		798	0.236561%
3308	A	570		570	0.168972%
3309	A	465		465	0.137846%
3310	A	650		650	0.192688%
3311	A	650		650	0.192688%
3312	A	525		525	0.155632%
3401	A	525		525	0.155632%
3402	A	616		616	0.182609%
3403	A	591		591	0.175198%
3404	A	450		450	0.133399%
3405	A	543		543	0.160968%
3406	A-1	798		798	0.236561%
3407	A-1	798		798	0.236561%
3408	A	570		570	0.168972%
3409	A	465		465	0.137846%
3410	A	650		650	0.192688%
3411	A	650		650	0.192688%
3412	A	525		525	0.155632%
3501	A	525		525	0.155632%
3502	A	616		616	0.182609%
3503	A	591		591	0.175198%
3504	A	450		450	0.133399%
3505	A	543		543	0.160968%
3506	A-1	798		798	0.236561%
3507	A-1	798		798	0.236561%
3508	A	570		570	0.168972%
3509	A	465		465	0.137846%
3510	A	650		650	0.192688%
3511	A	650		650	0.192688%
3512	A	525		525	0.155632%
3601	A	525		525	0.155632%
3602	A	616		616	0.182609%
3603	A	591		591	0.175198%
3604	A	450		450	0.133399%
3605	A	543		543	0.160968%

EXHIBIT "A"

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Net Living Area</u>	<u>Lanai Area</u>	<u>Total Area</u>	<u>Percent Common Interest</u>
3606	A-1	798		798	0.236561%
3607	A-1	798		798	0.236561%
3608	A	570		570	0.168972%
3609	A	465		465	0.137846%
3610	A	650		650	0.192688%
3611	A	650		650	0.192688%
3612	A	525		525	0.155632%
3701	A	525		525	0.155632%
3702	A	616		616	0.182609%
3703	A	591		591	0.175198%
3704	A	450		450	0.133399%
3705	A	543		543	0.160968%
3706	A-1	798		798	0.236561%
3707	A-1	798		798	0.236561%
3708	A	570		570	0.168972%
3709	A	465		465	0.137846%
3710	A	650		650	0.192688%
3711	A	650		650	0.192688%
3712	A	525		525	0.155632%
3801	A	525		525	0.155632%
3802	A	616		616	0.182609%
3803	A	591		591	0.175198%
3804	A	450		450	0.133399%
3805	A	543		543	0.160968%
3806	A-1	798		798	0.236561%
3807	A-1	798		798	0.236561%
3808	A	570		570	0.168972%
3809	A	465		465	0.137846%
3810	A	650		650	0.192688%
3811	A	650		650	0.192688%
3812	A	525		525	0.155632%
3901	A	525		525	0.155632%
3902	A	616		616	0.182609%
3903	A	591		591	0.175198%
3904	A	450		450	0.133399%
3905	A	543		543	0.160968%
3906	A-1	798		798	0.236561%
3907	A-1	798		798	0.236561%
3908	A	570		570	0.168972%
3909	A	465		465	0.137846%
3910	A	650		650	0.192688%
3911	A	650		650	0.192688%
3912	A	525		525	0.155632%
4001	A	525		525	0.155632%
4002	A	616		616	0.182609%
4003	B-5	1,081		1,081	0.320455%
4005	A	543		543	0.160968%
4006	A-1	798		798	0.236561%
4007	A-1	798		798	0.236561%
4008	A	570		570	0.168972%
4009	A	465		465	0.137846%
4010	A	650		650	0.192688%
4011	A	650		650	0.192688%
4012	A	525		525	0.155632%
PENTHOUSE		8,217		8,217	1.000000%

EXHIBIT "A"

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Net Living Area</u>	<u>Lanai Area</u>	<u>Total Area</u>	<u>Percent Common Interest</u>
Townhouse Apartments:					
1113	C	967	310	1,277	0.322733%
1114	C	967	310	1,277	0.322733%
1115	C	967	310	1,277	0.322733%
1116	D	774	575	1,349	0.340929%
1117	D	774	757	1,531	0.386926%
1118	C	967	310	1,277	0.322733%
1119	C	967	310	1,277	0.322733%
1120	C	967	310	1,277	0.322733%
1121	D	774	575	1,349	0.340929%
1122	D	774	575	1,349	0.340929%
1123	D	861	310	1,171	0.295944%
1124	C	967	310	1,277	0.322733%
1125	C	927	310	1,237	0.312624%
1126	D	774	575	1,349	0.340929%
1127	D	774	575	1,349	0.340929%
1128	C	967	310	1,277	0.322733%
1129	C	967	310	1,277	0.322733%
1130	C	967	310	1,277	0.322733%
1213	E	1,217	308	1,525	0.385409%
1214	E	1,217	308	1,525	0.385409%
1215	E	1,217	308	1,525	0.385409%
1216	F	1,098	846	1,944	0.491302%
1217	E	1,217	308	1,525	0.385409%
1218	E	1,217	308	1,525	0.385409%
1219	E	1,217	308	1,525	0.385409%
1220	F	1,098	846	1,944	0.491302%
1221	E	1,111	310	1,421	0.359126%
1222	E	1,217	308	1,525	0.385409%
1223	E	1,217	308	1,525	0.385409%
1224	F	1,098	846	1,944	0.491302%
1225	E	1,217	308	1,525	0.385409%
1226	E	1,217	308	1,525	0.385409%
1227	E	1,217	308	1,525	0.385409%

Summary of Provision of
Condominium Conveyance Document

The Condominium Conveyance Document (which is referred to as "CCD") is the conveyance document used in the initial conveyance. A standard form CCD for each apartment unit in the project was issued, by mesne assignment, to the original developer who constructed the project. The standard form of the CCD has been amended in certain respects. Conveyance to a buyer of an apartment will be by way of an Assignment of Condominium Conveyance Document, as amended.

The standard form CCD, as amended, consists of two (2) parts, to wit, (i) a conveyance in fee simple of the apartment, together with an undivided percentage interest in the common elements of the buildings (but not the land) and all rights, easements and privileges appurtenant to the apartment and the undivided interest in the common elements, and (ii) a sublease of the land of the project under the following terms and conditions:

(a) Term of sublease. The land is subleased for a term beginning from the effective date (August 12, 1981) of the CCD until midnight on January 31, 2053.

(b) The annual minimum rent is payable quarterly in advance on the first day of January, April, July and October in each year of the term. If the CCD is signed part way through a quarterly payment period, the first payment of rent will be prorated.

(c) There are four(4) fixed minimum rental periods as follows:

(i) First period - beginning as of August 12, 1981, and ending January 31, 1993.

(ii) Second period - beginning February 1, 1993, and ending January 31, 2003;

(iii) Third period - beginning February 1, 2003, and ending July 31, 2009;

(iv) Fourth period - beginning August 1, 2009, and ending January 31, 2013.

(d) For the next eight (8) successive five (5) year periods each sublessee under a CCD will pay as rent the sublessee's proportionate share equal to the common interest appurtenant to the sublessee's apartment of one hundred thirty-three percent (133%) of the rent payable by the Sublessor

to the Master Lessor under the Master Lease. By the provisions of the CCD, each sublessee appoints the Apartment Owners Association, acting by the Board of Directors, as the agent of the sublessee to negotiate with the Master Lessor on the lease rent to be paid under the Master Lease for the period in question. If the rent cannot be determined by mutual agreement, then the minimum rent for the total project will be the product of a rate of return which shall be not less than 7 1/2% and the then fair market value of the land, exclusive of all buildings and free and clear of encumbrances. The fair market value of the land is determined by a panel of three (3) impartial real estate appraisers, one of whom is appointed by the Association, one by the Master Lessor and the third by the two appraisers appointed by the parties. The provisions for appraisal are contained in the Master Lease.

(e) In addition to the minimum rent, if and to the extent that any apartment or any portion thereof is devoted to retail sales of merchandise by a sublessee, the sublessee must pay a percentage rent of 2.2% of the sublessee's yearly gross sales.

(f) The sublessee must pay the general excise tax (presently 4%) on the rent and other charges payable under the CCD.

(g) The sublessee must also pay sublessee's share of all other taxes and assessments, including real property taxes on its apartment and appurtenant common interest, and all other rates and charges payable in respect of sublessee's apartment.

(h) If the Master Lease is terminated prior to the expiration of the term for any reason, except because of condemnation, and if the sublessee is not in default under the CCD the sublessee has the right to attorn to the Master Lessor and the CCD will continue as a direct lease between the Master Lessor and sublessee. If this happens the sublessee must pay to the Master Lessor \$50.00 per year for a collection and administration fee in addition to the rent and all other charges.

(i) The sublessee also agrees among other things, to abide by all laws and rules and regulations; to keep its apartment clean; to pay its share of the Association's expenses, including fees and liability insurance; to use its apartment only for the permitted uses; and to surrender the apartment at the end of the term.

(j) Before the end of the term, the sublessee, together with all of the other sublessees, may remove and

dispose of the buildings and improvements of the project. If the buildings and improvements are not removed, then the sublessee agrees to join all other sublessees and through the Association convey the buildings and improvements to the sublessor for the sum of \$20,000.00. Each of the sublessees will share in the \$20,000.00 in accordance with their common interest.

The foregoing is only a summary of some of the provisions of the CCD and is not intended to describe all of the provisions in detail. It is incumbent upon the prospective buyer that the buyer reads the entire CCD with care.

BISHOP TOWER AND TOWNHOUSE APARTMENTS
PENTHOUSE AND COMMERCIAL UNITS
ANNUAL LEASE RENT SCHEDULE

Apartment No.	First Period Ending 1/31/93	Second Period Ending 1/31/03	Third Period Ending 7/31/09	Fourth Period Ending 1/31/13
201	793.24	1,189.86	1,784.78	1,790.88
202	1,356.23	2,034.34	3,051.51	3,061.94
203	1,191.34	1,787.01	2,680.52	2,689.68
204	949.21	1,423.82	2,135.73	2,143.02
205	552.59	828.89	1,243.33	1,247.58
208	698.17	1,047.25	1,570.88	1,576.25
209	698.17	1,047.25	1,570.88	1,576.25
210	1,198.77	1,798.15	2,697.23	2,706.45
211	1,102.21	1,653.32	2,479.98	2,488.46
212	793.24	1,189.86	1,784.78	1,790.88
301	779.87	1,169.80	1,754.70	1,760.70
302	819.98	1,229.96	1,844.95	1,851.25
303	796.21	1,194.31	1,791.47	1,797.59
305	594.19	891.28	1,336.92	1,341.49
306	1,060.62	1,590.93	2,386.40	2,394.55
307	860.08	1,290.12	1,935.19	1,941.80
308	675.89	1,013.83	1,520.74	1,525.94
309	675.89	1,013.83	1,520.74	1,525.94
310	876.42	1,314.63	1,971.95	1,978.69
311	876.42	1,314.63	1,971.95	1,978.69
312	779.87	1,169.80	1,754.70	1,760.70
401	779.87	1,169.80	1,754.70	1,760.70
402	819.98	1,229.96	1,844.95	1,851.25
403	796.21	1,194.31	1,791.47	1,797.59
404	1,066.56	1,599.84	2,399.77	2,407.97
405	552.59	828.89	1,243.33	1,247.58
406	1,276.01	1,914.02	2,871.03	2,880.84
407	929.90	1,394.85	2,092.28	2,099.43
408	708.57	1,062.85	1,594.27	1,599.72
409	708.57	1,062.85	1,594.27	1,599.72
410	876.42	1,314.63	1,971.95	1,978.69
411	876.42	1,314.63	1,971.95	1,978.69
412	779.87	1,169.80	1,754.70	1,760.70
501	779.87	1,169.80	1,754.70	1,760.70
502	819.98	1,229.96	1,844.95	1,851.25
503	796.21	1,194.31	1,791.47	1,797.59
504	561.50	842.26	1,263.39	1,267.70
505	552.59	828.89	1,243.33	1,247.58
506	1,276.01	1,914.02	2,871.03	2,880.84

EXHIBIT "C"

<u>Apartment No.</u>	<u>First Period Ending 1/31/93</u>	<u>Second Period Ending 1/31/03</u>	<u>Third Period Ending 7/31/09</u>	<u>Fourth Period Ending 1/31/13</u>
507	929.90	1,394.85	2,092.28	2,099.43
508	708.57	1,062.85	1,594.27	1,599.72
509	708.57	1,062.85	1,594.27	1,599.72
510	876.42	1,314.63	1,971.95	1,978.69
511	876.42	1,314.63	1,971.95	1,978.69
512	779.87	1,169.80	1,754.70	1,760.70
601	779.87	1,169.80	1,754.70	1,760.70
602	819.98	1,229.96	1,844.95	1,851.25
603	796.21	1,194.31	1,791.47	1,797.59
604	1,066.56	1,599.84	2,399.77	2,407.97
605	552.59	828.89	1,243.33	1,247.58
606	1,276.01	1,914.02	2,871.03	2,880.84
607	929.90	1,394.85	2,092.28	2,099.43
608	708.57	1,062.85	1,594.27	1,599.72
609	708.57	1,062.85	1,594.27	1,599.72
610	876.42	1,314.63	1,971.95	1,978.69
611	876.42	1,314.63	1,971.95	1,978.69
612	779.87	1,169.80	1,754.70	1,760.70
701	779.87	1,169.80	1,754.70	1,760.70
702	819.98	1,229.96	1,844.95	1,851.25
703	796.21	1,194.31	1,791.47	1,797.59
704	1,066.56	1,599.84	2,399.77	2,407.97
705	552.59	828.89	1,243.33	1,247.58
706	1,276.01	1,914.02	2,871.03	2,880.84
707	929.90	1,394.85	2,092.28	2,099.43
708	708.57	1,062.85	1,594.27	1,599.72
709	708.57	1,062.85	1,594.27	1,599.72
710	876.42	1,314.63	1,971.95	1,978.69
711	876.42	1,314.63	1,971.95	1,978.69
712	779.87	1,169.80	1,754.70	1,760.70
801	779.87	1,169.80	1,754.70	1,760.70
802	819.98	1,229.96	1,844.95	1,851.25
803	796.21	1,194.31	1,791.47	1,797.59
804	1,066.56	1,599.84	2,399.77	2,407.97
805	552.59	828.89	1,243.33	1,247.58
806	1,276.01	1,914.02	2,871.03	2,880.84
807	929.90	1,394.85	2,092.28	2,099.43
808	708.57	1,062.85	1,594.27	1,599.72
809	708.57	1,062.85	1,594.27	1,599.72
810	876.42	1,314.63	1,971.95	1,978.69
811	876.42	1,314.63	1,971.95	1,978.69
812	779.87	1,169.80	1,754.70	1,760.70
901	779.87	1,169.80	1,754.70	1,760.70
902	819.98	1,229.96	1,844.95	1,851.25

EXHIBIT "C"

<u>Apartment No.</u>	<u>First Period Ending 1/31/93</u>	<u>Second Period Ending 1/31/03</u>	<u>Third Period Ending 7/31/09</u>	<u>Fourth Period Ending 1/31/13</u>
903	796.21	1,194.31	1,791.47	1,797.59
904	1,066.56	1,599.84	2,399.77	2,407.97
905	552.59	828.89	1,243.33	1,247.58
906	1,276.01	1,914.02	2,871.03	2,880.84
907	929.90	1,394.85	2,092.28	2,099.43
908	708.57	1,062.85	1,594.27	1,599.72
909	708.57	1,062.85	1,594.27	1,599.72
910	876.42	1,314.63	1,971.95	1,978.69
911	876.42	1,314.63	1,971.95	1,978.69
912	779.87	1,169.80	1,754.70	1,760.70
1001	779.87	1,169.80	1,754.70	1,760.70
1002	819.98	1,229.96	1,844.95	1,851.25
1003	796.21	1,194.31	1,791.47	1,797.59
1004	1,066.56	1,599.84	2,399.77	2,407.97
1005	552.59	828.89	1,243.33	1,247.58
1006	1,276.01	1,914.02	2,871.03	2,880.84
1007	929.90	1,394.85	2,092.28	2,099.43
1008	708.57	1,062.85	1,594.27	1,599.72
1009	708.57	1,062.85	1,594.27	1,599.72
1010	876.42	1,314.63	1,971.95	1,978.69
1011	876.42	1,314.63	1,971.95	1,978.69
1012	779.87	1,169.80	1,754.70	1,760.70
1101	779.87	1,169.80	1,754.70	1,760.70
1102	819.98	1,229.96	1,844.95	1,851.25
1103	796.21	1,194.31	1,791.47	1,797.59
1104	1,365.14	2,047.71	3,071.57	3,082.07
1105	552.59	828.89	1,243.33	1,247.58
1106	1,276.01	1,914.02	2,871.03	2,880.84
1107	929.90	1,394.85	2,092.28	2,099.43
1108	708.57	1,062.85	1,594.27	1,599.72
1109	708.57	1,062.85	1,594.27	1,599.72
1110	876.42	1,314.63	1,971.95	1,978.69
1111	876.42	1,314.63	1,971.95	1,978.69
1112	779.87	1,169.80	1,754.70	1,760.70
1113	1,617.20	2,425.80	3,638.71	3,651.14
1114	1,617.20	2,425.80	3,638.71	3,651.14
1115	1,617.20	2,425.80	3,638.71	3,651.14
1116	1,708.38	2,562.57	3,843.86	3,857.00
1117	1,938.87	2,908.30	4,362.46	4,377.37
1118	1,617.20	2,425.80	3,638.71	3,651.14
1119	1,617.20	2,425.80	3,638.71	3,651.14
1120	1,617.20	2,425.80	3,638.71	3,651.14
1121	1,708.38	2,562.57	3,843.86	3,857.00
1122	1,708.38	2,562.57	3,843.86	3,857.00

EXHIBIT "C"

<u>Apartment No.</u>	<u>First Period Ending 1/31/93</u>	<u>Second Period Ending 1/31/03</u>	<u>Third Period Ending 7/31/09</u>	<u>Fourth Period Ending 1/31/13</u>
1123	1,482.96	2,224.44	3,336.67	3,348.07
1124	1,617.20	2,425.80	3,638.71	3,651.14
1125	1,566.55	2,349.82	3,524.73	3,536.78
1126	1,708.38	2,562.57	3,843.86	3,857.00
1127	1,708.38	2,562.57	3,843.86	3,857.00
1128	1,617.20	2,425.80	3,638.71	3,651.14
1129	1,617.20	2,425.80	3,638.71	3,651.14
1130	1,617.20	2,425.80	3,638.71	3,651.14
1201	779.87	1,169.80	1,754.70	1,760.70
1202	819.98	1,229.96	1,844.95	1,851.25
1203	796.21	1,194.31	1,791.47	1,797.59
1204	1,133.41	1,700.11	2,550.17	2,558.89
1205	552.59	828.89	1,243.33	1,247.58
1206	1,276.01	1,914.02	2,871.03	2,880.84
1207	929.90	1,394.85	2,092.28	2,099.43
1208	708.57	1,062.85	1,594.27	1,599.72
1209	708.57	1,062.85	1,594.27	1,599.72
1210	876.42	1,314.63	1,971.95	1,978.69
1211	876.42	1,314.63	1,971.95	1,978.69
1212	779.87	1,169.80	1,754.70	1,760.70
1213	1,931.27	2,896.91	4,345.36	4,360.21
1214	1,931.27	2,896.91	4,345.36	4,360.21
1215	1,931.27	2,896.91	4,345.36	4,360.21
1216	2,461.89	3,692.84	5,539.27	5,558.20
1217	1,931.27	2,896.91	4,345.36	4,360.21
1218	1,931.27	2,896.91	4,345.36	4,360.21
1219	1,931.27	2,896.91	4,345.36	4,360.21
1220	2,461.89	3,692.84	5,539.27	5,558.20
1221	1,799.56	2,699.35	4,049.02	4,062.86
1222	1,931.27	2,896.91	4,345.36	4,360.21
1223	1,931.27	2,896.91	4,345.36	4,360.21
1224	2,461.89	3,692.84	5,539.27	5,558.20
1225	1,931.27	2,896.91	4,345.36	4,360.21
1226	1,931.27	2,896.91	4,345.36	4,360.21
1227	1,931.27	2,896.91	4,345.36	4,360.21
1301	779.87	1,169.80	1,754.70	1,760.70
1302	915.04	1,372.57	2,058.85	2,065.89
1303	877.91	1,316.86	1,975.30	1,982.05
1304	668.46	1,002.69	1,504.03	1,509.17
1305	806.61	1,209.91	1,814.87	1,821.07
1306	1,102.21	1,653.32	2,479.98	2,488.46
1307	1,185.40	1,778.10	2,667.15	2,676.27
1308	846.71	1,270.07	1,905.11	1,911.62
1309	690.74	1,036.11	1,554.17	1,559.48

EXHIBIT "C"

<u>Apartment No.</u>	<u>First Period Ending 1/31/93</u>	<u>Second Period Ending 1/31/03</u>	<u>Third Period Ending 7/31/09</u>	<u>Fourth Period Ending 1/31/13</u>
1310	965.55	1,448.33	2,172.49	2,179.92
1311	965.55	1,448.33	2,172.49	2,179.92
1312	779.87	1,169.80	1,754.70	1,760.70
1401	779.87	1,169.80	1,754.70	1,760.70
1402	915.04	1,372.57	2,058.85	2,065.89
1403	877.91	1,316.86	1,975.30	1,982.05
1404	668.46	1,002.69	1,504.03	1,509.17
1405	806.61	1,209.91	1,814.87	1,821.07
1406	891.28	1,336.92	2,005.38	2,012.23
1407	1,185.40	1,778.10	2,667.15	2,676.27
1408	846.71	1,270.07	1,905.11	1,911.62
1409	690.74	1,036.11	1,554.17	1,559.48
1410	965.55	1,448.33	2,172.49	2,179.92
1411	965.55	1,448.33	2,172.49	2,179.92
1412	779.87	1,169.80	1,754.70	1,760.70
1501	779.87	1,169.80	1,754.70	1,760.70
1502	915.04	1,372.57	2,058.85	2,065.89
1503	877.91	1,316.86	1,975.30	1,982.05
1504	668.46	1,002.69	1,504.03	1,509.17
1505	806.61	1,209.91	1,814.87	1,821.07
1506	1,185.40	1,778.10	2,667.15	2,676.27
1507	1,185.40	1,778.10	2,667.15	2,676.27
1508	846.71	1,270.07	1,905.11	1,911.62
1509	690.74	1,036.11	1,554.17	1,559.48
1510	965.55	1,448.33	2,172.49	2,179.92
1511	965.55	1,448.33	2,172.49	2,179.92
1512	779.87	1,169.80	1,754.70	1,760.70
1601	779.87	1,169.80	1,754.70	1,760.70
1602	915.04	1,372.57	2,058.85	2,065.89
1603	877.91	1,316.86	1,975.30	1,982.05
1604	668.46	1,002.69	1,504.03	1,509.17
1605	806.61	1,209.91	1,814.87	1,821.07
1606	1,185.40	1,778.10	2,667.15	2,676.27
1607	1,185.40	1,778.10	2,667.15	2,676.27
1608	846.71	1,270.07	1,905.11	1,911.62
1609	690.74	1,036.11	1,554.17	1,559.48
1610	965.55	1,448.33	2,172.49	2,179.92
1611	965.55	1,448.33	2,172.49	2,179.92
1612	779.87	1,169.80	1,754.70	1,760.70
1701	779.87	1,169.80	1,754.70	1,760.70
1702	915.04	1,372.57	2,058.85	2,065.89
1703	877.91	1,316.86	1,975.30	1,982.05
1704	668.46	1,002.69	1,504.03	1,509.17
1705	806.61	1,209.91	1,814.87	1,821.07

EXHIBIT "C"

<u>Apartment No.</u>	<u>First Period Ending 1/31/93</u>	<u>Second Period Ending 1/31/03</u>	<u>Third Period Ending 7/31/09</u>	<u>Fourth Period Ending 1/31/13</u>
1706	1,185.40	1,778.10	2,667.15	2,676.27
1707	1,185.40	1,778.10	2,667.15	2,676.27
1708	846.71	1,270.07	1,905.11	1,911.62
1709	690.74	1,036.11	1,554.17	1,559.48
1710	965.55	1,448.33	2,172.49	2,179.92
1711	965.55	1,448.33	2,172.49	2,179.92
1712	779.87	1,169.80	1,754.70	1,760.70
1801	779.87	1,169.80	1,754.70	1,760.70
1802	915.04	1,372.57	2,058.85	2,065.89
1803	877.91	1,316.86	1,975.30	1,982.05
1804	668.46	1,002.69	1,504.03	1,509.17
1805	806.61	1,209.91	1,814.87	1,821.07
1806	1,185.40	1,778.10	2,667.15	2,676.27
1807	1,185.40	1,778.10	2,667.15	2,676.27
1808	846.71	1,270.07	1,905.11	1,911.62
1809	690.74	1,036.11	1,554.17	1,559.48
1810	965.55	1,448.33	2,172.49	2,179.92
1811	965.55	1,448.33	2,172.49	2,179.92
1812	779.87	1,169.80	1,754.70	1,760.70
1901	779.87	1,169.80	1,754.70	1,760.70
1902	915.04	1,372.57	2,058.85	2,065.89
1903	877.91	1,316.86	1,975.30	1,982.05
1904	668.46	1,002.69	1,504.03	1,509.17
1905	806.61	1,209.91	1,814.87	1,821.07
1906	1,185.40	1,778.10	2,667.15	2,676.27
1907	1,185.40	1,778.10	2,667.15	2,676.27
1908	846.71	1,270.07	1,905.11	1,911.62
1909	690.74	1,036.11	1,554.17	1,559.48
1910	965.55	1,448.33	2,172.49	2,179.92
1911	965.55	1,448.33	2,172.49	2,179.92
1912	779.87	1,169.80	1,754.70	1,760.70
2001	779.87	1,169.80	1,754.70	1,760.70
2002	915.04	1,372.57	2,058.85	2,065.89
2003	877.91	1,316.86	1,975.30	1,982.05
2004	668.46	1,002.69	1,504.03	1,509.17
2005	806.61	1,209.91	1,814.87	1,821.07
2006	1,185.40	1,778.10	2,667.15	2,676.27
2007	1,185.40	1,778.10	2,667.15	2,676.27
2008	846.71	1,270.07	1,905.11	1,911.62
2009	690.74	1,036.11	1,554.17	1,559.48
2010	965.55	1,448.33	2,172.49	2,179.92
2011	965.55	1,448.33	2,172.49	2,179.92
2012	779.87	1,169.80	1,754.70	1,760.70
2101	779.87	1,169.80	1,754.70	1,760.70

EXHIBIT "C"

<u>Apartment No.</u>	<u>First Period Ending 1/31/93</u>	<u>Second Period Ending 1/31/03</u>	<u>Third Period Ending 7/31/09</u>	<u>Fourth Period Ending 1/31/13</u>
2102	915.04	1,372.57	2,058.85	2,065.89
2103	877.91	1,316.86	1,975.30	1,982.05
2104	668.46	1,002.69	1,504.03	1,509.17
2105	806.61	1,209.91	1,814.87	1,821.07
2106	1,185.40	1,778.10	2,667.15	2,676.27
2107	1,185.40	1,778.10	2,667.15	2,676.27
2108	846.71	1,270.07	1,905.11	1,911.62
2109	690.74	1,036.11	1,554.17	1,559.48
2110	965.55	1,448.33	2,172.49	2,179.92
2111	965.55	1,448.33	2,172.49	2,179.92
2112	779.87	1,169.80	1,754.70	1,760.70
2201	779.87	1,169.80	1,754.70	1,760.70
2202	915.04	1,372.57	2,058.85	2,065.89
2203	877.91	1,316.86	1,975.30	1,982.05
2204	668.46	1,002.69	1,504.03	1,509.17
2205	806.61	1,209.91	1,814.87	1,821.07
2206	1,185.40	1,778.10	2,667.15	2,676.27
2207	1,185.40	1,778.10	2,667.15	2,676.27
2208	846.71	1,270.07	1,905.11	1,911.62
2209	690.74	1,036.11	1,554.17	1,559.48
2210	965.55	1,448.33	2,172.49	2,179.92
2211	965.55	1,448.33	2,172.49	2,179.92
2212	779.87	1,169.80	1,754.70	1,760.70
2301	779.87	1,169.80	1,754.70	1,760.70
2302	915.04	1,372.57	2,058.85	2,065.89
2303	877.91	1,316.86	1,975.30	1,982.05
2304	668.46	1,002.69	1,504.03	1,509.17
2305	806.61	1,209.91	1,814.87	1,821.07
2306	1,185.40	1,778.10	2,667.15	2,676.27
2307	1,185.40	1,778.10	2,667.15	2,676.27
2308	846.71	1,270.07	1,905.11	1,911.62
2309	690.74	1,036.11	1,554.17	1,559.48
2310	965.55	1,448.33	2,172.49	2,179.92
2311	965.55	1,448.33	2,172.49	2,179.92
2312	779.87	1,169.80	1,754.70	1,760.70
2401	779.87	1,169.80	1,754.70	1,760.70
2402	915.04	1,372.57	2,058.85	2,065.89
2403	877.91	1,316.86	1,975.30	1,982.05
2404	668.46	1,002.69	1,504.03	1,509.17
2405	806.61	1,209.91	1,814.87	1,821.07
2406	1,185.40	1,778.10	2,667.15	2,676.27
2407	1,185.40	1,778.10	2,667.15	2,676.27
2408	846.71	1,270.07	1,905.11	1,911.62
2409	690.74	1,036.11	1,554.17	1,559.48

EXHIBIT "C"

Apartment No.	First Period Ending <u>1/31/93</u>	Second Period Ending <u>1/31/03</u>	Third Period Ending <u>7/31/09</u>	Fourth Period Ending <u>1/31/13</u>
2410	965.55	1,448.33	2,172.49	2,179.92
2411	965.55	1,448.33	2,172.49	2,179.92
2412	779.87	1,169.80	1,754.70	1,760.70
2501	779.87	1,169.80	1,754.70	1,760.70
2502	915.04	1,372.57	2,058.85	2,065.89
2503	877.91	1,316.86	1,975.30	1,982.05
2504	668.46	1,002.69	1,504.03	1,509.17
2505	806.61	1,209.91	1,814.87	1,821.07
2506	1,185.40	1,778.10	2,667.15	2,676.27
2507	1,185.40	1,778.10	2,667.15	2,676.27
2508	846.71	1,270.07	1,905.11	1,911.62
2509	690.74	1,036.11	1,554.17	1,559.48
2510	965.55	1,448.33	2,172.49	2,179.92
2511	965.55	1,448.33	2,172.49	2,179.92
2512	779.87	1,169.80	1,754.70	1,760.70
2601	779.87	1,169.80	1,754.70	1,760.70
2602	915.04	1,372.57	2,058.85	2,065.89
2603	877.91	1,316.86	1,975.30	1,982.05
2604	668.46	1,002.69	1,504.03	1,509.17
2605	806.61	1,209.91	1,814.87	1,821.07
2606	1,185.40	1,778.10	2,667.15	2,676.27
2607	1,185.40	1,778.10	2,667.15	2,676.27
2608	846.71	1,270.07	1,905.11	1,911.62
2609	690.74	1,036.11	1,554.17	1,559.48
2610	965.55	1,448.33	2,172.49	2,179.92
2611	965.55	1,448.33	2,172.49	2,179.92
2612	779.87	1,169.80	1,754.70	1,760.70
2701	779.87	1,169.80	1,754.70	1,760.70
2702	915.04	1,372.57	2,058.85	2,065.89
2703	877.91	1,316.86	1,975.30	1,982.05
2704	668.46	1,002.69	1,504.03	1,509.17
2705	806.61	1,209.91	1,814.87	1,821.07
2706	1,185.40	1,778.10	2,667.15	2,676.27
2707	1,185.40	1,778.10	2,667.15	2,676.27
2708	846.71	1,270.07	1,905.11	1,911.62
2709	690.74	1,036.11	1,554.17	1,559.48
2710	965.55	1,448.33	2,172.49	2,179.92
2711	965.55	1,448.33	2,172.49	2,179.92
2712	779.87	1,169.80	1,754.70	1,760.70
2801	779.87	1,169.80	1,754.70	1,760.70
2802	915.04	1,372.57	2,058.85	2,065.89
2803	877.91	1,316.86	1,975.30	1,982.05
2804	668.46	1,002.69	1,504.03	1,509.17
2805	806.61	1,209.91	1,814.87	1,821.07

EXHIBIT "C"

<u>Apartment No.</u>	<u>First Period Ending 1/31/93</u>	<u>Second Period Ending 1/31/03</u>	<u>Third Period Ending 7/31/09</u>	<u>Fourth Period Ending 1/31/13</u>
2806	1,185.40	1,778.10	2,667.15	2,676.27
2807	1,185.40	1,778.10	2,667.15	2,676.27
2808	846.71	1,270.07	1,905.11	1,911.62
2809	690.74	1,036.11	1,554.17	1,559.48
2810	965.55	1,448.33	2,172.49	2,179.92
2811	965.55	1,448.33	2,172.49	2,179.92
2812	779.87	1,169.80	1,754.70	1,760.70
2901	779.87	1,169.80	1,754.70	1,760.70
2902	915.04	1,372.57	2,058.85	2,065.89
2903	877.91	1,316.86	1,975.30	1,982.05
2904	668.46	1,002.69	1,504.03	1,509.17
2905	806.61	1,209.91	1,814.87	1,821.07
2906	1,185.40	1,778.10	2,667.15	2,676.27
2907	1,185.40	1,778.10	2,667.15	2,676.27
2908	846.71	1,270.07	1,905.11	1,911.62
2909	690.74	1,036.11	1,554.17	1,559.48
2910	965.55	1,448.33	2,172.49	2,179.92
2911	965.55	1,448.33	2,172.49	2,179.92
2912	779.87	1,169.80	1,754.70	1,760.70
3001	779.87	1,169.80	1,754.70	1,760.70
3002	915.04	1,372.57	2,058.85	2,065.89
3003	877.91	1,316.86	1,975.30	1,982.05
3004	668.46	1,002.69	1,504.03	1,509.17
3005	806.61	1,209.91	1,814.87	1,821.07
3006	1,185.40	1,778.10	2,667.15	2,676.27
3007	1,185.40	1,778.10	2,667.15	2,676.27
3008	846.71	1,270.07	1,905.11	1,911.62
3009	690.74	1,036.11	1,554.17	1,559.48
3010	965.55	1,448.33	2,172.49	2,179.92
3011	965.55	1,448.33	2,172.49	2,179.92
3012	779.87	1,169.80	1,754.70	1,760.70
3101	779.87	1,169.80	1,754.70	1,760.70
3102	915.04	1,372.57	2,058.85	2,065.89
3103	877.91	1,316.86	1,975.30	1,982.05
3104	668.46	1,002.69	1,504.03	1,509.17
3105	806.61	1,209.91	1,814.87	1,821.07
3106	1,185.40	1,778.10	2,667.15	2,676.27
3107	1,185.40	1,778.10	2,667.15	2,676.27
3108	846.71	1,270.07	1,905.11	1,911.62
3109	690.74	1,036.11	1,554.17	1,559.48
3110	965.55	1,448.33	2,172.49	2,179.92
3111	965.55	1,448.33	2,172.49	2,179.92
3112	779.87	1,169.80	1,754.70	1,760.70
3201	779.87	1,169.80	1,754.70	1,760.70

EXHIBIT "C"

<u>Apartment No.</u>	<u>First Period Ending 1/31/93</u>	<u>Second Period Ending 1/31/03</u>	<u>Third Period Ending 7/31/09</u>	<u>Fourth Period Ending 1/31/13</u>
3202	915.04	1,372.57	2,058.85	2,065.89
3203	877.91	1,316.86	1,975.30	1,982.05
3204	668.46	1,002.69	1,504.03	1,509.17
3205	806.61	1,209.91	1,814.87	1,821.07
3206	1,185.40	1,778.10	2,667.15	2,676.27
3207	1,185.40	1,778.10	2,667.15	2,676.27
3208	846.71	1,270.07	1,905.11	1,911.62
3209	690.74	1,036.11	1,554.17	1,559.48
3210	965.55	1,448.33	2,172.49	2,179.92
3211	965.55	1,448.33	2,172.49	2,179.92
3212	779.87	1,169.80	1,754.70	1,760.70
3301	779.87	1,169.80	1,754.70	1,760.70
3302	915.04	1,372.57	2,058.85	2,065.89
3303	877.91	1,316.86	1,975.30	1,982.05
3304	668.46	1,002.69	1,504.03	1,509.17
3305	806.61	1,209.91	1,814.87	1,821.07
3306	1,185.40	1,778.10	2,667.15	2,676.27
3307	1,185.40	1,778.10	2,667.15	2,676.27
3308	846.71	1,270.07	1,905.11	1,911.62
3309	690.74	1,036.11	1,554.17	1,559.48
3310	965.55	1,448.33	2,172.49	2,179.92
3311	965.55	1,448.33	2,172.49	2,179.92
3312	779.87	1,169.80	1,754.70	1,760.70
3401	779.87	1,169.80	1,754.70	1,760.70
3402	915.04	1,372.57	2,058.85	2,065.89
3403	877.91	1,316.86	1,975.30	1,982.05
3404	668.46	1,002.69	1,504.03	1,509.17
3405	806.61	1,209.91	1,814.87	1,821.07
3406	1,185.40	1,778.10	2,667.15	2,676.27
3407	1,185.40	1,778.10	2,667.15	2,676.27
3408	846.71	1,270.07	1,905.11	1,911.62
3409	690.74	1,036.11	1,554.17	1,559.48
3410	965.55	1,448.33	2,172.49	2,179.92
3411	965.55	1,448.33	2,172.49	2,179.92
3412	779.87	1,169.80	1,754.70	1,760.70
3501	779.87	1,169.80	1,754.70	1,760.70
3502	915.04	1,372.57	2,058.85	2,065.89
3503	877.91	1,316.86	1,975.30	1,982.05
3504	668.46	1,002.69	1,504.03	1,509.17
3505	806.61	1,209.91	1,814.87	1,821.07
3506	1,185.40	1,778.10	2,667.15	2,676.27
3507	1,185.40	1,778.10	2,667.15	2,676.27
3508	846.71	1,270.07	1,905.11	1,911.62
3509	690.74	1,036.11	1,554.17	1,559.48

EXHIBIT "C"

<u>Apartment No.</u>	<u>First Period Ending 1/31/93</u>	<u>Second Period Ending 1/31/03</u>	<u>Third Period Ending 7/31/09</u>	<u>Fourth Period Ending 1/31/13</u>
3510	965.55	1,448.33	2,172.49	2,179.92
3511	965.55	1,448.33	2,172.49	2,179.92
3512	779.87	1,169.80	1,754.70	1,760.70
3601	779.87	1,169.80	1,754.70	1,760.70
3602	915.04	1,372.57	2,058.85	2,065.89
3603	877.91	1,316.86	1,975.30	1,982.05
3604	668.46	1,002.69	1,504.03	1,509.17
3605	806.61	1,209.91	1,814.87	1,821.07
3606	1,185.40	1,778.10	2,667.15	2,676.27
3607	1,185.40	1,778.10	2,667.15	2,676.27
3608	846.71	1,270.07	1,905.11	1,911.62
3609	690.74	1,036.11	1,554.17	1,559.48
3610	965.55	1,448.33	2,172.49	2,179.92
3611	965.55	1,448.33	2,172.49	2,179.92
3612	779.87	1,169.80	1,754.70	1,760.70
3701	779.87	1,169.80	1,754.70	1,760.70
3702	915.04	1,372.57	2,058.85	2,065.89
3703	877.91	1,316.86	1,975.30	1,982.05
3704	668.46	1,002.69	1,504.03	1,509.17
3705	806.61	1,209.91	1,814.87	1,821.07
3706	1,185.40	1,778.10	2,667.15	2,676.27
3707	1,185.40	1,778.10	2,667.15	2,676.27
3708	846.71	1,270.07	1,905.11	1,811.62
3709	690.74	1,036.11	1,554.17	1,559.48
3710	965.55	1,448.33	2,172.49	2,179.92
3711	965.55	1,448.33	2,172.49	2,179.92
3712	779.87	1,169.80	1,754.70	1,760.70
3801	779.87	1,169.80	1,754.70	1,760.70
3802	915.04	1,372.57	2,058.85	2,065.89
3803	877.91	1,316.86	1,975.30	1,982.05
3804	668.46	1,002.69	1,504.03	1,509.17
3805	806.61	1,209.91	1,814.87	1,821.07
3806	1,185.40	1,778.10	2,667.15	2,676.27
3807	1,185.40	1,778.10	2,667.15	2,676.27
3808	846.71	1,270.07	1,905.11	1,911.62
3809	690.74	1,036.11	1,554.17	1,559.48
3810	965.55	1,448.33	2,172.49	2,179.92
3811	965.55	1,448.33	2,172.49	2,179.92
3812	779.87	1,169.80	1,754.70	1,760.70
3901	779.87	1,169.80	1,754.70	1,760.70
3902	915.04	1,372.57	2,058.85	2,065.89
3903	877.91	1,316.86	1,975.30	1,982.05
3904	668.46	1,002.69	1,504.03	1,509.17
3905	806.61	1,209.91	1,814.87	1,821.07

EXHIBIT "C"

<u>Apartment No.</u>	<u>First Period Ending 1/31/93</u>	<u>Second Period Ending 1/31/03</u>	<u>Third Period Ending 7/31/09</u>	<u>Fourth Period Ending 1/31/13</u>
3906	1,185.40	1,778.10	2,667.15	2,676.27
3907	1,185.40	1,778.10	2,667.15	2,676.27
3908	846.71	1,270.07	1,905.11	1,911.62
3909	690.74	1,036.11	1,554.17	1,559.48
3910	965.55	1,448.33	2,172.49	2,179.92
3911	965.55	1,448.33	2,172.49	2,179.92
3912	779.87	1,169.80	1,754.70	1,760.70
4001	779.87	1,169.80	1,754.70	1,760.70
4002	915.04	1,372.57	2,058.85	2,065.89
4003	1,605.79	2,408.68	3,613.02	3,625.37
4005	806.61	1,209.91	1,814.87	1,821.07
4006	1,185.40	1,778.10	2,667.15	2,676.27
4007	1,185.40	1,778.10	2,667.15	2,676.27
4008	846.71	1,270.07	1,905.11	1,911.62
4009	690.74	1,036.11	1,554.17	1,559.48
4010	965.55	1,448.33	2,172.49	2,179.92
4011	965.55	1,448.33	2,172.49	2,179.92
4012	779.87	1,169.80	1,754.70	1,760.70
Penthouse (4100)	5,010.96	7,516.44	11,274.67	11,313.20

EXHIBIT "C"

Parking Unit Annual Lease Rent Schedule

<u>Floor</u>	<u>Parking Unit No.</u>	<u>1st Period Ending 1/31/93</u>	<u>2nd Period Ending 1/31/03</u>	<u>3rd Period Ending 7/31/09</u>	<u>4th Period Ending 1/31/13</u>
3	1	0.58	0.86	1.30	1.30
3	2	0.58	0.86	1.30	1.30
3	3	0.58	0.86	1.30	1.30
3	4	0.58	0.86	1.30	1.30
3	5	0.58	0.86	1.30	1.30
3	6	0.58	0.86	1.30	1.30
3	7	0.58	0.86	1.30	1.30
3	8 (C)	0.58	0.86	1.30	1.30
3	9 (C)	0.58	0.86	1.30	1.30
3	10	0.58	0.86	1.30	1.30
3	11	0.58	0.86	1.30	1.30
3	12	0.58	0.86	1.30	1.30
3	13	0.58	0.86	1.30	1.30
3	14	0.58	0.86	1.30	1.30
3	15	0.58	0.86	1.30	1.30
3	16	0.58	0.86	1.30	1.30
3	17	0.58	0.86	1.30	1.30
3	18	0.58	0.86	1.30	1.30
3	19 (C)	0.58	0.86	1.30	1.30
3	20 (C)	0.58	0.86	1.30	1.30
3	21 (C)	0.58	0.86	1.30	1.30
3	22 (C)	0.58	0.86	1.30	1.30
3	23	0.58	0.86	1.30	1.30
3	24	0.58	0.86	1.30	1.30
3	25	0.58	0.86	1.30	1.30
3	26	0.58	0.86	1.30	1.30
3	27	0.58	0.86	1.30	1.30
3	28	0.58	0.86	1.30	1.30
3	29 (C)	0.58	0.86	1.30	1.30
3	32 (C)	0.58	0.86	1.30	1.30
3	33 (T)	0.70	1.05	1.58	1.58
3	34 (T)	0.70	1.05	1.58	1.58
3	35 (C)(T)	0.70	1.04	1.57	1.57
3	36 (C)	0.58	0.86	1.30	1.30
3	37	0.58	0.86	1.30	1.30
3	38	0.58	0.86	1.30	1.30
3	39	0.58	0.86	1.30	1.30
3	40	0.58	0.86	1.30	1.30
3	41	0.58	0.86	1.30	1.30
3	42	0.58	0.86	1.30	1.30
3	43	0.58	0.86	1.30	1.30
3	44	0.58	0.86	1.30	1.30
3	46	0.58	0.86	1.30	1.30
3	47	0.58	0.86	1.30	1.30
3	48	0.58	0.86	1.30	1.30
3	49	0.58	0.86	1.30	1.30
3	50	0.58	0.86	1.30	1.30
3	51 (C)	0.58	0.86	1.30	1.30
3	52 (C)	0.58	0.86	1.30	1.30
3	53	0.58	0.86	1.30	1.30
3	54	0.58	0.86	1.30	1.30
3	55	0.58	0.86	1.30	1.30
3	56	0.58	0.86	1.30	1.30

EXHIBIT "C"

<u>Floor</u>	<u>Parking Unit No.</u>	<u>1st Period Ending 1/31/93</u>	<u>2nd Period Ending 1/31/03</u>	<u>3rd Period Ending 7/31/09</u>	<u>4th Period Ending 1/31/13</u>
3	57	0.58	0.86	1.30	1.30
3	58	0.58	0.86	1.30	1.30
3	59	0.58	0.86	1.30	1.30
3	60	0.58	0.86	1.30	1.30
3	61	0.58	0.86	1.30	1.30
3	62	0.58	0.86	1.30	1.30
3	63	0.58	0.86	1.30	1.30
3	64	0.58	0.86	1.30	1.30
3	65	0.58	0.86	1.30	1.30
3	66	0.58	0.86	1.30	1.30
3	67	0.58	0.86	1.30	1.30
3	68 (C)	0.58	0.86	1.30	1.30
3	69	0.58	0.86	1.30	1.30
3	70	0.58	0.86	1.30	1.30
3	71	0.58	0.86	1.30	1.30
3	72	0.58	0.86	1.30	1.30
3	76	0.58	0.86	1.30	1.30
3	78	0.58	0.86	1.30	1.30
3	79	0.58	0.86	1.30	1.30
3	82	0.58	0.86	1.30	1.30
3	83	0.58	0.86	1.30	1.30
3	84	0.58	0.86	1.30	1.30
3	86 (C)	0.58	0.86	1.30	1.30
3	87	0.58	0.86	1.30	1.30
3	88	0.58	0.86	1.30	1.30
3	89	0.58	0.86	1.30	1.30
3	90	0.58	0.86	1.30	1.30
3	91	0.58	0.86	1.30	1.30
3	94	0.58	0.86	1.30	1.30
3	95	0.58	0.86	1.30	1.30
3	96 (C)	0.58	0.86	1.30	1.30
3	97 (C)	0.58	0.86	1.30	1.30
3	98 (C)	0.58	0.86	1.30	1.30
3	99 (C)	0.58	0.86	1.30	1.30
3	100	0.58	0.86	1.30	1.30
3	101	0.58	0.86	1.30	1.30
3	102	0.58	0.86	1.30	1.30
3	103	0.58	0.86	1.30	1.30
3	104	0.58	0.86	1.30	1.30
3	105	0.58	0.86	1.30	1.30
3	106	0.58	0.86	1.30	1.30
3	107	0.58	0.86	1.30	1.30
3	108	0.58	0.86	1.30	1.30
3	109 (C)	0.58	0.86	1.30	1.30

EXHIBIT "C"

<u>Floor</u>	<u>Parking Unit No.</u>	<u>1st Period Ending 1/31/93</u>	<u>2nd Period Ending 1/31/03</u>	<u>3rd Period Ending 7/31/09</u>	<u>4th Period Ending 1/31/13</u>
4	1	0.58	0.86	1.30	1.30
4	2	0.58	0.86	1.30	1.30
4	3	0.58	0.86	1.30	1.30
4	4	0.58	0.86	1.30	1.30
4	5	0.58	0.86	1.30	1.30
4	6	0.58	0.86	1.30	1.30
4	7	0.58	0.86	1.30	1.30
4	8	0.58	0.86	1.30	1.30
4	9	0.58	0.86	1.30	1.30
4	10 (C)	0.58	0.86	1.30	1.30
4	11	0.58	0.86	1.30	1.30
4	12	0.58	0.86	1.30	1.30
4	13	0.58	0.86	1.30	1.30
4	14	0.58	0.86	1.30	1.30
4	15	0.58	0.86	1.30	1.30
4	16	0.58	0.86	1.30	1.30
4	17	0.58	0.86	1.30	1.30
4	18	0.58	0.86	1.30	1.30
4	19	0.58	0.86	1.30	1.30
4	20 (C)	0.58	0.86	1.30	1.30
4	21 (C)	0.58	0.86	1.30	1.30
4	22 (C)	0.58	0.86	1.30	1.30
4	23 (C)	0.58	0.86	1.30	1.30
4	24	0.58	0.86	1.30	1.30
4	25	0.58	0.86	1.30	1.30
4	26	0.58	0.86	1.30	1.30
4	27	0.58	0.86	1.30	1.30
4	28	0.58	0.86	1.30	1.30
4	29	0.58	0.86	1.30	1.30
4	30	0.58	0.86	1.30	1.30
4	31	0.58	0.86	1.30	1.30
4	32	0.58	0.86	1.30	1.30
4	33 (C)	0.58	0.86	1.30	1.30
4	34 (T)	0.70	1.05	1.58	1.58
4	35 (T)	0.70	1.05	1.58	1.58
4	36 (C)(T)	0.69	1.04	1.56	1.56
4	37	0.58	0.86	1.30	1.30
4	38	0.58	0.86	1.30	1.30
4	39	0.58	0.86	1.30	1.30
4	40	0.58	0.86	1.30	1.30
4	41	0.58	0.86	1.30	1.30
4	41 A	0.58	0.86	1.30	1.30
4	42	0.58	0.86	1.30	1.30
4	43	0.58	0.86	1.30	1.30
4	44	0.58	0.86	1.30	1.30
4	45	0.58	0.86	1.30	1.30
4	46	0.58	0.86	1.30	1.30
4	47	0.58	0.86	1.30	1.30
4	48	0.58	0.86	1.30	1.30
4	49	0.58	0.86	1.30	1.30
4	50	0.58	0.86	1.30	1.30
4	51	0.58	0.86	1.30	1.30
4	52 (C)	0.58	0.86	1.30	1.30
4	53 (C)	0.58	0.86	1.30	1.30
4	54	0.58	0.86	1.30	1.30
4	55	0.58	0.86	1.30	1.30

EXHIBIT "C"

<u>Floor</u>	<u>Parking Unit No.</u>	<u>1st Period Ending 1/31/93</u>	<u>2nd Period Ending 1/31/03</u>	<u>3rd Period Ending 7/31/09</u>	<u>4th Period Ending 1/31/13</u>
4	56	0.58			
4	57	0.58			
4	58	0.58	0.86		
4	59	0.58	0.86	1.30	
4	60	0.58	0.86	1.30	1.30
4	61	0.58	0.86	1.30	1.30
4	62	0.58	0.86	1.30	1.30
4	63	0.58	0.86	1.30	1.30
4	64	0.58	0.86	1.30	1.30
4	65	0.58	0.86	1.30	1.30
4	66	0.58	0.86	1.30	1.30
4	67	0.58	0.86	1.30	1.30
4	68	0.58	0.86	1.30	1.30
4	69 (C)	0.58	0.86	1.30	1.30
4	70 (C)	0.58	0.86	1.30	1.30
4	71	0.58	0.86	1.30	1.30
4	72	0.58	0.86	1.30	1.30
4	73	0.58	0.86	1.30	1.30
4	74	0.58	0.86	1.30	1.30
4	75	0.58	0.86	1.30	1.30
4	76	0.58	0.86	1.30	1.30
4	77	0.58	0.86	1.30	1.30
4	78	0.58	0.86	1.30	1.30
4	79	0.58	0.86	1.30	1.30
4	80	0.58	0.86	1.30	1.30
4	81	0.58	0.86	1.30	1.30
4	82	0.58	0.86	1.30	1.30
4	83	0.58	0.86	1.30	1.30
4	84	0.58	0.86	1.30	1.30
4	85	0.58	0.86	1.30	1.30
4	86	0.58	0.86	1.30	1.30
4	87 (C)	0.58	0.86	1.30	1.30
4	88	0.58	0.86	1.30	1.30
4	89	0.58	0.86	1.30	1.30
4	90	0.58	0.86	1.30	1.30
4	91	0.58	0.86	1.30	1.30
4	92	0.58	0.86	1.30	1.30
4	93	0.58	0.86	1.30	1.30
4	94	0.58	0.86	1.30	1.30
4	95	0.58	0.86	1.30	1.30
4	96	0.58	0.86	1.30	1.30
4	97 (C)	0.58	0.86	1.30	1.30
4	98 (C)	0.58	0.86	1.30	1.30
4	99 (C)	0.58	0.86	1.30	1.30
4	100	0.58	0.86	1.30	1.30
4	101	0.58	0.86	1.30	1.30
4	102	0.58	0.86	1.30	1.30
4	103	0.58	0.86	1.30	1.30
4	104	0.58	0.86	1.30	1.30
4	105	0.58	0.86	1.30	1.30
4	106	0.58	0.86	1.30	1.30
4	107	0.58	0.86	1.30	1.30
4	108	0.58	0.86	1.30	1.30
4	109	0.58	0.86	1.30	1.30
4	110	0.58	0.86	1.30	1.30
		0.86	1.30	1.30	1.30

<u>Floor</u>	<u>Parking Unit No.</u>	<u>1st Period Ending 1/31/93</u>	<u>2nd Period Ending 1/31/03</u>	<u>3rd Period Ending 7/31/09</u>	<u>4th Period Ending 1/31/13</u>
5	1	0.58	0.86	1.30	1.30
5	2	0.58	0.86	1.30	1.30
5	3	0.58	0.86	1.30	1.30
5	4	0.58	0.86	1.30	1.30
5	5	0.58	0.86	1.30	1.30
5	6	0.58	0.86	1.30	1.30
5	7	0.58	0.86	1.30	1.30
5	8	0.58	0.86	1.30	1.30
5	9	0.58	0.86	1.30	1.30
5	10 (C)	0.58	0.86	1.30	1.30
5	11	0.58	0.86	1.30	1.30
5	12	0.58	0.86	1.30	1.30
5	13	0.58	0.86	1.30	1.30
5	14	0.58	0.86	1.30	1.30
5	15	0.58	0.86	1.30	1.30
5	16	0.58	0.86	1.30	1.30
5	17	0.58	0.86	1.30	1.30
5	18	0.58	0.86	1.30	1.30
5	19	0.58	0.86	1.30	1.30
5	20 (C)	0.58	0.86	1.30	1.30
5	21 (C)	0.58	0.86	1.30	1.30
5	22 (C)	0.58	0.86	1.30	1.30
5	23 (C)	0.58	0.86	1.30	1.30
5	24	0.58	0.86	1.30	1.30
5	25	0.58	0.86	1.30	1.30
5	26	0.58	0.86	1.30	1.30
5	27	0.58	0.86	1.30	1.30
5	28	0.58	0.86	1.30	1.30
5	28 A	0.58	0.86	1.30	1.30
5	29	0.58	0.86	1.30	1.30
5	29 A	0.58	0.86	1.30	1.30
5	29 B	0.58	0.86	1.30	1.30
5	30	0.58	0.86	1.30	1.30
5	31 (T)	0.70	1.05	1.58	1.58
5	32 (T)	0.70	1.05	1.58	1.58
5	33 (C)(T)	0.70	1.04	1.57	1.57
5	34	0.58	0.86	1.30	1.30
5	35	0.58	0.86	1.30	1.30
5	36	0.58	0.86	1.30	1.30
5	37	0.58	0.86	1.30	1.30
5	37 A	0.58	0.86	1.30	1.30
5	37 B	0.58	0.86	1.30	1.30
5	38	0.58	0.86	1.30	1.30
5	39	0.58	0.86	1.30	1.30
5	40	0.58	0.86	1.30	1.30
5	41	0.58	0.86	1.30	1.30
5	42	0.58	0.86	1.30	1.30
5	43	0.58	0.86	1.30	1.30
5	44	0.58	0.86	1.30	1.30
5	45	0.58	0.86	1.30	1.30
5	46	0.58	0.86	1.30	1.30
5	47 (C)	0.58	0.86	1.30	1.30
5	48 (C)	0.58	0.86	1.30	1.30
5	49	0.58	0.86	1.30	1.30
5	50	0.58	0.86	1.30	1.30
5	51	0.58	0.86	1.30	1.30

EXHIBIT "C"

<u>Floor</u>	<u>Parking Unit No.</u>	<u>1st Period Ending 1/31/93</u>	<u>2nd Period Ending 1/31/03</u>	<u>3rd Period Ending 7/31/09</u>	<u>4th Period Ending 1/31/13</u>
5	52	0.58	0.86	1.30	1.30
5	53 (C)	0.58	0.86	1.30	1.30
5	54	0.58	0.86	1.30	1.30
5	55	0.58	0.86	1.30	1.30
5	56	0.58	0.86	1.30	1.30
5	57	0.58	0.86	1.30	1.30
5	58	0.58	0.86	1.30	1.30
5	59	0.58	0.86	1.30	1.30
5	60	0.58	0.86	1.30	1.30
5	61	0.58	0.86	1.30	1.30
5	62	0.58	0.86	1.30	1.30
5	63	0.58	0.86	1.30	1.30
5	64 (C)	0.58	0.86	1.30	1.30
5	65 (C)	0.58	0.86	1.30	1.30
5	66	0.58	0.86	1.30	1.30
5	67	0.58	0.86	1.30	1.30
5	68	0.58	0.86	1.30	1.30
5	69	0.58	0.86	1.30	1.30
5	70	0.58	0.86	1.30	1.30
5	71	0.58	0.86	1.30	1.30
5	72	0.58	0.86	1.30	1.30
5	73 (C)	0.58	0.86	1.30	1.30
5	74	0.58	0.86	1.30	1.30
5	75	0.58	0.86	1.30	1.30
5	76	0.58	0.86	1.30	1.30
5	77	0.58	0.86	1.30	1.30
5	78	0.58	0.86	1.30	1.30
5	79	0.58	0.86	1.30	1.30
5	80	0.58	0.86	1.30	1.30
5	81	0.58	0.86	1.30	1.30
5	82 (C)	0.58	0.86	1.30	1.30
5	83	0.58	0.86	1.30	1.30
5	84	0.58	0.86	1.30	1.30
5	85	0.58	0.86	1.30	1.30
5	86	0.58	0.86	1.30	1.30
5	87	0.58	0.86	1.30	1.30
5	88	0.58	0.86	1.30	1.30
5	89	0.58	0.86	1.30	1.30
5	90	0.58	0.86	1.30	1.30
5	91	0.58	0.86	1.30	1.30
5	92 (C)	0.58	0.86	1.30	1.30
5	93 (C)	0.58	0.86	1.30	1.30
5	94 (C)	0.58	0.86	1.30	1.30
5	95 (C)	0.58	0.86	1.30	1.30
5	96	0.58	0.86	1.30	1.30
5	97	0.58	0.86	1.30	1.30
5	98	0.58	0.86	1.30	1.30
5	99	0.58	0.86	1.30	1.30
5	100	0.58	0.86	1.30	1.30
5	101	0.58	0.86	1.30	1.30
5	102	0.58	0.86	1.30	1.30
5	103	0.58	0.86	1.30	1.30
5	104	0.58	0.86	1.30	1.30
5	105 (C)	0.58	0.86	1.30	1.30

EXHIBIT "C"

<u>Floor</u>	<u>Parking Unit No.</u>	<u>1st Period Ending 1/31/93</u>	<u>2nd Period Ending 1/31/03</u>	<u>3rd Period Ending 7/31/09</u>	<u>4th Period Ending 1/31/13</u>
6	1	0.58	0.86	1.30	1.30
6	2	0.58	0.86	1.30	1.30
6	3	0.58	0.86	1.30	1.30
6	4	0.58	0.86	1.30	1.30
6	5	0.58	0.86	1.30	1.30
6	6	0.58	0.86	1.30	1.30
6	7	0.58	0.86	1.30	1.30
6	8	0.58	0.86	1.30	1.30
6	9	0.58	0.86	1.30	1.30
6	10 (C)	0.58	0.86	1.30	1.30
6	11	0.58	0.86	1.30	1.30
6	12	0.58	0.86	1.30	1.30
6	13	0.58	0.86	1.30	1.30
6	14	0.58	0.86	1.30	1.30
6	15	0.58	0.86	1.30	1.30
6	16	0.58	0.86	1.30	1.30
6	17	0.58	0.86	1.30	1.30
6	18	0.58	0.86	1.30	1.30
6	19	0.58	0.86	1.30	1.30
6	20 (C)	0.58	0.86	1.30	1.30
6	21 (C)	0.58	0.86	1.30	1.30
6	22 (C)	0.58	0.86	1.30	1.30
6	23 (C)	0.58	0.86	1.30	1.30
6	24	0.58	0.86	1.30	1.30
6	25	0.58	0.86	1.30	1.30
6	26	0.58	0.86	1.30	1.30
6	27	0.58	0.86	1.30	1.30
6	28	0.58	0.86	1.30	1.30
6	29	0.58	0.86	1.30	1.30
6	30	0.58	0.86	1.30	1.30
6	31	0.58	0.86	1.30	1.30
6	32	0.58	0.86	1.30	1.30
6	33 (C)	0.58	0.86	1.30	1.30
6	34 (T)	0.70	1.05	1.58	1.58
6	35 (T)	0.70	1.05	1.58	1.58
6	36 (C)(T)	0.70	1.04	1.57	1.57
6	37	0.58	0.86	1.30	1.30
6	38	0.58	0.86	1.30	1.30
6	39	0.58	0.86	1.30	1.30
6	40	0.58	0.86	1.30	1.30
6	41	0.58	0.86	1.30	1.30
6	42	0.58	0.86	1.30	1.30
6	43	0.58	0.86	1.30	1.30
6	44	0.58	0.86	1.30	1.30
6	45	0.58	0.86	1.30	1.30
6	46	0.58	0.86	1.30	1.30
6	47	0.58	0.86	1.30	1.30
6	48	0.58	0.86	1.30	1.30
6	49	0.58	0.86	1.30	1.30
6	50	0.58	0.86	1.30	1.30
6	51	0.58	0.86	1.30	1.30
6	52	0.58	0.86	1.30	1.30
6	53 (C)	0.58	0.86	1.30	1.30
6	54 (C)	0.58	0.86	1.30	1.30
6	55	0.58	0.86	1.30	1.30
6	56	0.58	0.86	1.30	1.30

EXHIBIT "C"

<u>Floor</u>	<u>Parking Unit No.</u>	<u>1st Period Ending 1/31/93</u>	<u>2nd Period Ending 1/31/03</u>	<u>3rd Period Ending 7/31/09</u>	<u>4th Period Ending 1/31/13</u>
6	57	0.58	0.86	1.30	1.30
6	58	0.58	0.86	1.30	1.30
6	59	0.58	0.86	1.30	1.30
6	60 (C)	0.58	0.86	1.30	1.30
6	61	0.58	0.86	1.30	1.30
6	62	0.58	0.86	1.30	1.30
6	63	0.58	0.86	1.30	1.30
6	64	0.58	0.86	1.30	1.30
6	65	0.58	0.86	1.30	1.30
6	66	0.58	0.86	1.30	1.30
6	67	0.58	0.86	1.30	1.30
6	68	0.58	0.86	1.30	1.30
6	69	0.58	0.86	1.30	1.30
6	70 (C)	0.58	0.86	1.30	1.30
6	71 (C)	0.58	0.86	1.30	1.30
6	72	0.58	0.86	1.30	1.30
6	73	0.58	0.86	1.30	1.30
6	74	0.58	0.86	1.30	1.30
6	75	0.58	0.86	1.30	1.30
6	76	0.58	0.86	1.30	1.30
6	77	0.58	0.86	1.30	1.30
6	78	0.58	0.86	1.30	1.30
6	79	0.58	0.86	1.30	1.30
6	80	0.58	0.86	1.30	1.30
6	81	0.58	0.86	1.30	1.30
6	82	0.58	0.86	1.30	1.30
6	83	0.58	0.86	1.30	1.30
6	84	0.58	0.86	1.30	1.30
6	85	0.58	0.86	1.30	1.30
6	86	0.58	0.86	1.30	1.30
6	87	0.58	0.86	1.30	1.30
6	88 (C)	0.58	0.86	1.30	1.30
6	89	0.58	0.86	1.30	1.30
6	90	0.58	0.86	1.30	1.30
6	91	0.58	0.86	1.30	1.30
6	92	0.58	0.86	1.30	1.30
6	93	0.58	0.86	1.30	1.30
6	94	0.58	0.86	1.30	1.30
6	95	0.58	0.86	1.30	1.30
6	96	0.58	0.86	1.30	1.30
6	97	0.58	0.86	1.30	1.30
6	98 (C)	0.58	0.86	1.30	1.30
6	99 (C)	0.58	0.86	1.30	1.30
6	100 (C)	0.58	0.86	1.30	1.30
6	101 (C)	0.58	0.86	1.30	1.30
6	102	0.58	0.86	1.30	1.30
6	103	0.58	0.86	1.30	1.30
6	104	0.58	0.86	1.30	1.30
6	105	0.58	0.86	1.30	1.30
6	106	0.58	0.86	1.30	1.30
6	107	0.58	0.86	1.30	1.30
6	108	0.58	0.86	1.30	1.30
6	109	0.58	0.86	1.30	1.30
6	110	0.58	0.86	1.30	1.30
6	111 (C)	0.58	0.86	1.30	1.30

EXHIBIT "C"

<u>Floor</u>	<u>Parking Unit No.</u>	<u>1st Period Ending 1/31/93</u>	<u>2nd Period Ending 1/31/03</u>	<u>3rd Period Ending 7/31/09</u>	<u>4th Period Ending 1/31/13</u>
7	1	0.58	0.86	1.30	1.30
7	2	0.58	0.86	1.30	1.30
7	3	0.58	0.86	1.30	1.30
7	4	0.58	0.86	1.30	1.30
7	5	0.58	0.86	1.30	1.30
7	6	0.58	0.86	1.30	1.30
7	7	0.58	0.86	1.30	1.30
7	8	0.58	0.86	1.30	1.30
7	9	0.58	0.86	1.30	1.30
7	10 (C)	0.58	0.86	1.30	1.30
7	11	0.58	0.86	1.30	1.30
7	12	0.58	0.86	1.30	1.30
7	13	0.58	0.86	1.30	1.30
7	14	0.58	0.86	1.30	1.30
7	15	0.58	0.86	1.30	1.30
7	16	0.58	0.86	1.30	1.30
7	17	0.58	0.86	1.30	1.30
7	18	0.58	0.86	1.30	1.30
7	19	0.58	0.86	1.30	1.30
7	20 (C)	0.58	0.86	1.30	1.30
7	21 (C)	0.58	0.86	1.30	1.30
7	22 (C)	0.58	0.86	1.30	1.30
7	23 (C)	0.58	0.86	1.30	1.30
7	24	0.58	0.86	1.30	1.30
7	25	0.58	0.86	1.30	1.30
7	26	0.58	0.86	1.30	1.30
7	27	0.58	0.86	1.30	1.30
7	28	0.58	0.86	1.30	1.30
7	29	0.58	0.86	1.30	1.30
7	30	0.58	0.86	1.30	1.30
7	31	0.58	0.86	1.30	1.30
7	32	0.58	0.86	1.30	1.30
7	33	0.58	0.86	1.30	1.30
7	34	0.58	0.86	1.30	1.30
7	35	0.58	0.86	1.30	1.30
7	36 (C)	0.58	0.86	1.30	1.30
7	37	0.58	0.86	1.30	1.30
7	38	0.58	0.86	1.30	1.30
7	39	0.58	0.86	1.30	1.30
7	40	0.58	0.86	1.30	1.30
7	41	0.58	0.86	1.30	1.30
7	42	0.58	0.86	1.30	1.30
7	43	0.58	0.86	1.30	1.30
7	44	0.58	0.86	1.30	1.30
7	45	0.58	0.86	1.30	1.30
7	46	0.58	0.86	1.30	1.30
7	47	0.58	0.86	1.30	1.30
7	48	0.58	0.86	1.30	1.30
7	49	0.58	0.86	1.30	1.30
7	50	0.58	0.86	1.30	1.30
7	51	0.58	0.86	1.30	1.30
7	52	0.58	0.86	1.30	1.30
7	53 (C)	0.58	0.86	1.30	1.30
7	54 (C)	0.58	0.86	1.30	1.30
7	55	0.58	0.86	1.30	1.30
7	56	0.58	0.86	1.30	1.30

EXHIBIT "C"

<u>Floor</u>	<u>Parking Unit No.</u>	<u>1st Period Ending 1/31/93</u>	<u>2nd Period Ending 1/31/03</u>	<u>3rd Period Ending 7/31/09</u>	<u>4th Period Ending 1/31/13</u>
8	1	0.58	0.86	1.30	1.30
8	2	0.58	0.86	1.30	1.30
8	3	0.58	0.86	1.30	1.30
8	4	0.58	0.86	1.30	1.30
8	5	0.58	0.86	1.30	1.30
8	6	0.58	0.86	1.30	1.30
8	7	0.58	0.86	1.30	1.30
8	8	0.58	0.86	1.30	1.30
8	9	0.58	0.86	1.30	1.30
8	10 (C)	0.58	0.86	1.30	1.30
8	11	0.58	0.86	1.30	1.30
8	12	0.58	0.86	1.30	1.30
8	13	0.58	0.86	1.30	1.30
8	14	0.58	0.86	1.30	1.30
8	15	0.58	0.86	1.30	1.30
8	16	0.58	0.86	1.30	1.30
8	17	0.58	0.86	1.30	1.30
8	18	0.58	0.86	1.30	1.30
8	19	0.58	0.86	1.30	1.30
8	20 (C)	0.58	0.86	1.30	1.30
8	21 (C)	0.58	0.86	1.30	1.30
8	22 (C)	0.58	0.86	1.30	1.30
8	23 (C)	0.58	0.86	1.30	1.30
8	24	0.58	0.86	1.30	1.30
8	25	0.58	0.86	1.30	1.30
8	26	0.58	0.86	1.30	1.30
8	27	0.58	0.86	1.30	1.30
8	28	0.58	0.86	1.30	1.30
8	29	0.58	0.86	1.30	1.30
8	30	0.58	0.86	1.30	1.30
8	31	0.58	0.86	1.30	1.30
8	32	0.58	0.86	1.30	1.30
8	33	0.58	0.86	1.30	1.30
8	34	0.58	0.86	1.30	1.30
8	35	0.58	0.86	1.30	1.30
8	36 (C)	0.58	0.86	1.30	1.30
8	37	0.58	0.86	1.30	1.30
8	38	0.58	0.86	1.30	1.30
8	39	0.58	0.86	1.30	1.30
8	40	0.58	0.86	1.30	1.30
8	41	0.58	0.86	1.30	1.30
8	42	0.58	0.86	1.30	1.30
8	43	0.58	0.86	1.30	1.30
8	44	0.58	0.86	1.30	1.30
8	45	0.58	0.86	1.30	1.30
8	46	0.58	0.86	1.30	1.30
8	47	0.58	0.86	1.30	1.30
8	48	0.58	0.86	1.30	1.30
8	49	0.58	0.86	1.30	1.30
8	50	0.58	0.86	1.30	1.30
8	51	0.58	0.86	1.30	1.30
8	52	0.58	0.86	1.30	1.30
8	53 (C)	0.58	0.86	1.30	1.30
8	54 (C)	0.58	0.86	1.30	1.30
8	55	0.58	0.86	1.30	1.30
8	56	0.58	0.86	1.30	1.30

EXHIBIT "C"

<u>Floor</u>	<u>Parking Unit No.</u>	<u>1st Period Ending 1/31/93</u>	<u>2nd Period Ending 1/31/03</u>	<u>3rd Period Ending 7/31/09</u>	<u>4th Period Ending 1/31/13</u>
8	57	0.58	0.86	1.30	1.30
8	58	0.58	0.86	1.30	1.30
8	59	0.58	0.86	1.30	1.30
8	60	0.58	0.86	1.30	1.30
8	61	0.58	0.86	1.30	1.30
8	62	0.58	0.86	1.30	1.30
8	63	0.58	0.86	1.30	1.30
8	64	0.58	0.86	1.30	1.30
8	65	0.58	0.86	1.30	1.30
8	66	0.58	0.86	1.30	1.30
8	67	0.58	0.86	1.30	1.30
8	68	0.58	0.86	1.30	1.30
8	69	0.58	0.86	1.30	1.30
8	70 (C)	0.58	0.86	1.30	1.30
8	71 (C)	0.58	0.86	1.30	1.30
8	72	0.58	0.86	1.30	1.30
8	73	0.58	0.86	1.30	1.30
8	74	0.58	0.86	1.30	1.30
8	75	0.58	0.86	1.30	1.30
8	76	0.58	0.86	1.30	1.30
8	77	0.58	0.86	1.30	1.30
8	78	0.58	0.86	1.30	1.30
8	79	0.58	0.86	1.30	1.30
8	80	0.58	0.86	1.30	1.30
8	81	0.58	0.86	1.30	1.30
8	82	0.58	0.86	1.30	1.30
8	83	0.58	0.86	1.30	1.30
8	84	0.58	0.86	1.30	1.30
8	85	0.58	0.86	1.30	1.30
8	86	0.58	0.86	1.30	1.30
8	87	0.58	0.86	1.30	1.30
8	88 (C)	0.58	0.86	1.30	1.30
8	89	0.58	0.86	1.30	1.30
8	90	0.58	0.86	1.30	1.30
8	91	0.58	0.86	1.30	1.30
8	92	0.58	0.86	1.30	1.30
8	93	0.58	0.86	1.30	1.30
8	94	0.58	0.86	1.30	1.30
8	95	0.58	0.86	1.30	1.30
8	96	0.58	0.86	1.30	1.30
8	97	0.58	0.86	1.30	1.30
8	98 (C)	0.58	0.86	1.30	1.30
8	99 (C)	0.58	0.86	1.30	1.30
8	100 (C)	0.58	0.86	1.30	1.30
8	101 (C)	0.58	0.86	1.30	1.30
8	102	0.58	0.86	1.30	1.30
8	103	0.58	0.86	1.30	1.30
8	104	0.58	0.86	1.30	1.30
8	105	0.58	0.86	1.30	1.30
8	106	0.58	0.86	1.30	1.30
8	107	0.58	0.86	1.30	1.30
8	108	0.58	0.86	1.30	1.30
8	109	0.58	0.86	1.30	1.30
8	110	0.58	0.86	1.30	1.30
8	111 (C)	0.58	0.86	1.30	1.30

EXHIBIT "C"

<u>Floor</u>	<u>Parking Unit No.</u>	<u>1st Period Ending 1/31/93</u>	<u>2nd Period Ending 1/31/03</u>	<u>3rd Period Ending 7/31/09</u>	<u>4th Period Ending 1/31/13</u>
9	1	0.58	0.86	1.30	1.30
9	2	0.58	0.86	1.30	1.30
9	3	0.58	0.86	1.30	1.30
9	4	0.58	0.86	1.30	1.30
9	5	0.58	0.86	1.30	1.30
9	6	0.58	0.86	1.30	1.30
9	7	0.58	0.86	1.30	1.30
9	8	0.58	0.86	1.30	1.30
9	9	0.58	0.86	1.30	1.30
9	10 (C)	0.58	0.86	1.30	1.30
9	11	0.58	0.86	1.30	1.30
9	12	0.58	0.86	1.30	1.30
9	13	0.58	0.86	1.30	1.30
9	14	0.58	0.86	1.30	1.30
9	15	0.58	0.86	1.30	1.30
9	16	0.58	0.86	1.30	1.30
9	17	0.58	0.86	1.30	1.30
9	18	0.58	0.86	1.30	1.30
9	19	0.58	0.86	1.30	1.30
9	20 (C)	0.58	0.86	1.30	1.30
9	21 (C)	0.58	0.86	1.30	1.30
9	22 (C)	0.58	0.86	1.30	1.30
9	23 (C)	0.58	0.86	1.30	1.30
9	24	0.58	0.86	1.30	1.30
9	25	0.58	0.86	1.30	1.30
9	26	0.58	0.86	1.30	1.30
9	27	0.58	0.86	1.30	1.30
9	28	0.58	0.86	1.30	1.30
9	29	0.58	0.86	1.30	1.30
9	30	0.58	0.86	1.30	1.30
9	31	0.58	0.86	1.30	1.30
9	32	0.58	0.86	1.30	1.30
9	33 (C)	0.58	0.86	1.30	1.30
9	34	0.58	0.86	1.30	1.30
9	35	0.58	0.86	1.30	1.30
9	36 (C)	0.58	0.86	1.30	1.30
9	37 (C)	0.58	0.86	1.30	1.30
9	38	0.58	0.86	1.30	1.30
9	39	0.58	0.86	1.30	1.30
9	40	0.58	0.86	1.30	1.30
9	41	0.58	0.86	1.30	1.30
9	42	0.58	0.86	1.30	1.30
9	43	0.58	0.86	1.30	1.30
9	44	0.58	0.86	1.30	1.30
9	45	0.58	0.86	1.30	1.30
9	46	0.58	0.86	1.30	1.30
9	47	0.58	0.86	1.30	1.30
9	48	0.58	0.86	1.30	1.30
9	49	0.58	0.86	1.30	1.30
9	50	0.58	0.86	1.30	1.30
9	51	0.58	0.86	1.30	1.30
9	52	0.58	0.86	1.30	1.30
9	53 (C)	0.58	0.86	1.30	1.30
9	54 (C)	0.58	0.86	1.30	1.30
9	55	0.58	0.86	1.30	1.30
9	56	0.58	0.86	1.30	1.30

EXHIBIT "C"

<u>Floor</u>	<u>Parking Unit No.</u>	<u>1st Period Ending 1/31/93</u>	<u>2nd Period Ending 1/31/03</u>	<u>3rd Period Ending 7/31/09</u>	<u>4th Period Ending 1/31/13</u>
9	57	0.58	0.86	1.30	1.30
9	58	0.58	0.86	1.30	1.30
9	59	0.58	0.86	1.30	1.30
9	60	0.58	0.86	1.30	1.30
9	61	0.58	0.86	1.30	1.30
9	62	0.58	0.86	1.30	1.30
9	63	0.58	0.86	1.30	1.30
9	64	0.58	0.86	1.30	1.30
9	65	0.58	0.86	1.30	1.30
9	66	0.58	0.86	1.30	1.30
9	67	0.58	0.86	1.30	1.30
9	68	0.58	0.86	1.30	1.30
9	69	0.58	0.86	1.30	1.30
9	70 (C)	0.58	0.86	1.30	1.30
9	71 (C)	0.58	0.86	1.30	1.30
9	72	0.58	0.86	1.30	1.30
9	73	0.58	0.86	1.30	1.30
9	74	0.58	0.86	1.30	1.30
9	75	0.58	0.86	1.30	1.30
9	76	0.58	0.86	1.30	1.30
9	77	0.58	0.86	1.30	1.30
9	78	0.58	0.86	1.30	1.30
9	79	0.58	0.86	1.30	1.30
9	80	0.58	0.86	1.30	1.30
9	81	0.58	0.86	1.30	1.30
9	82	0.58	0.86	1.30	1.30
9	83	0.58	0.86	1.30	1.30
9	84	0.58	0.86	1.30	1.30
9	85	0.58	0.86	1.30	1.30
9	86	0.58	0.86	1.30	1.30
9	87	0.58	0.86	1.30	1.30
9	88 (C)	0.58	0.86	1.30	1.30
9	89	0.58	0.86	1.30	1.30
9	90	0.58	0.86	1.30	1.30
9	91	0.58	0.86	1.30	1.30
9	92	0.58	0.86	1.30	1.30
9	93	0.58	0.86	1.30	1.30
9	94	0.58	0.86	1.30	1.30
9	95	0.58	0.86	1.30	1.30
9	96	0.58	0.86	1.30	1.30
9	97	0.58	0.86	1.30	1.30
9	98 (C)	0.58	0.86	1.30	1.30
9	99 (C)	0.58	0.86	1.30	1.30
9	100 (C)	0.58	0.86	1.30	1.30
9	101 (C)	0.58	0.86	1.30	1.30
9	102	0.58	0.86	1.30	1.30
9	103	0.58	0.86	1.30	1.30
9	104	0.58	0.86	1.30	1.30
9	105	0.58	0.86	1.30	1.30
9	106	0.58	0.86	1.30	1.30
9	107	0.58	0.86	1.30	1.30
9	108	0.58	0.86	1.30	1.30
9	109	0.58	0.86	1.30	1.30
9	110	0.58	0.86	1.30	1.30
9	111 (C)	0.58	0.86	1.30	1.30

EXHIBIT "C"

<u>Floor</u>	<u>Parking Unit No.</u>	<u>1st Period Ending 1/31/93</u>	<u>2nd Period Ending 1/31/03</u>	<u>3rd Period Ending 7/31/09</u>	<u>4th Period Ending 1/31/13</u>
10	1	0.58	0.86	1.30	1.30
10	2	0.58	0.86	1.30	1.30
10	3	0.58	0.86	1.30	1.30
10	4	0.58	0.86	1.30	1.30
10	5	0.58	0.86	1.30	1.30
10	6	0.58	0.86	1.30	1.30
10	7	0.58	0.86	1.30	1.30
10	8	0.58	0.86	1.30	1.30
10	9	0.58	0.86	1.30	1.30
10	10 (C)	0.58	0.86	1.30	1.30
10	11	0.58	0.86	1.30	1.30
10	12	0.58	0.86	1.30	1.30
10	13	0.58	0.86	1.30	1.30
10	14	0.58	0.86	1.30	1.30
10	15	0.58	0.86	1.30	1.30
10	16	0.58	0.86	1.30	1.30
10	17	0.58	0.86	1.30	1.30
10	18	0.58	0.86	1.30	1.30
10	19	0.58	0.86	1.30	1.30
10	20 (C)	0.58	0.86	1.30	1.30
10	21 (C)	0.58	0.86	1.30	1.30
10	22 (C)	0.58	0.86	1.30	1.30
10	23 (C)	0.58	0.86	1.30	1.30
10	24	0.58	0.86	1.30	1.30
10	25	0.58	0.86	1.30	1.30
10	26	0.58	0.86	1.30	1.30
10	27	0.58	0.86	1.30	1.30
10	28	0.58	0.86	1.30	1.30
10	29	0.58	0.86	1.30	1.30
10	30	0.58	0.86	1.30	1.30
10	31	0.58	0.86	1.30	1.30
10	32	0.58	0.86	1.30	1.30
10	33 (C)	0.58	0.86	1.30	1.30
10	34	0.58	0.86	1.30	1.30
10	35	0.58	0.86	1.30	1.30
10	36 (C)	0.58	0.86	1.30	1.30
10	37	0.58	0.86	1.30	1.30
10	38	0.58	0.86	1.30	1.30
10	39	0.58	0.86	1.30	1.30
10	40	0.58	0.86	1.30	1.30
10	41	0.58	0.86	1.30	1.30
10	42	0.58	0.86	1.30	1.30
10	43	0.58	0.86	1.30	1.30
10	44	0.58	0.86	1.30	1.30
10	45	0.58	0.86	1.30	1.30
10	46	0.58	0.86	1.30	1.30
10	47	0.58	0.86	1.30	1.30
10	48	0.58	0.86	1.30	1.30
10	53 (C)	0.58	0.86	1.30	1.30
10	54	0.58	0.86	1.30	1.30
10	55	0.58	0.86	1.30	1.30
10	56	0.58	0.86	1.30	1.30
10	57	0.58	0.86	1.30	1.30
10	58	0.58	0.86	1.30	1.30
10	59	0.58	0.86	1.30	1.30
10	60	0.58	0.86	1.30	1.30

EXHIBIT "C"

<u>Floor</u>	<u>Parking Unit No.</u>	<u>1st Period Ending 1/31/93</u>	<u>2nd Period Ending 1/31/03</u>	<u>3rd Period Ending 7/31/09</u>	<u>4th Period Ending 1/31/13</u>
10	61	0.58	0.86	1.30	1.30
10	62	0.58	0.86	1.30	1.30
10	63	0.58	0.86	1.30	1.30
10	64	0.58	0.86	1.30	1.30
10	65	0.58	0.86	1.30	1.30
10	66	0.58	0.86	1.30	1.30
10	67	0.58	0.86	1.30	1.30
10	68	0.58	0.86	1.30	1.30
10	69 (C)	0.58	0.86	1.30	1.30
10	70 (C)	0.58	0.86	1.30	1.30
10	71	0.58	0.86	1.30	1.30
10	72	0.58	0.86	1.30	1.30
10	73	0.58	0.86	1.30	1.30
10	74	0.58	0.86	1.30	1.30
10	75	0.58	0.86	1.30	1.30
10	76	0.58	0.86	1.30	1.30
10	77	0.58	0.86	1.30	1.30
10	78	0.58	0.86	1.30	1.30
10	79	0.58	0.86	1.30	1.30
10	80	0.58	0.86	1.30	1.30
10	81	0.58	0.86	1.30	1.30
10	82	0.58	0.86	1.30	1.30
10	83	0.58	0.86	1.30	1.30
10	84	0.58	0.86	1.30	1.30
10	85	0.58	0.86	1.30	1.30
10	86	0.58	0.86	1.30	1.30
10	87 (C)	0.58	0.86	1.30	1.30
10	88	0.58	0.86	1.30	1.30
10	89	0.58	0.86	1.30	1.30
10	90	0.58	0.86	1.30	1.30
10	91	0.58	0.86	1.30	1.30
10	92	0.58	0.86	1.30	1.30
10	93	0.58	0.86	1.30	1.30
10	94	0.58	0.86	1.30	1.30
10	95	0.58	0.86	1.30	1.30
10	96	0.58	0.86	1.30	1.30
10	97 (C)	0.58	0.86	1.30	1.30
10	98 (C)	0.58	0.86	1.30	1.30
10	99	0.58	0.86	1.30	1.30
10	102	0.58	0.86	1.30	1.30
10	103	0.58	0.86	1.30	1.30
10	104	0.58	0.86	1.30	1.30
10	105	0.58	0.86	1.30	1.30
10	106	0.58	0.86	1.30	1.30
10	107	0.58	0.86	1.30	1.30
10	108	0.58	0.86	1.30	1.30
10	109	0.58	0.86	1.30	1.30
10	110	0.58	0.86	1.30	1.30
10	111 (C)	0.58	0.86	1.30	1.30

Description of Buildings

There are two (2) buildings to wit, the Bishop Tower and the Townhouse building.

The Bishop Tower is a 41-story building with basement. It contains 5 commercial apartment units, 466 residential/business apartment units and one Penthouse. With the exception of the third and fortieth floors, each of the floors from the second to the thirty-ninth floor contains 12 apartment units. Each of the third and fortieth floors contains 11 apartment units.

The Townhouse (which is connected to the Bishop Tower) is a 12-story building with basement. It contains 6 commercial apartment units, an aggregate of 867 Parking Units on the third through the tenth floors, 18 apartment units on the eleventh floor which are numbered 1113 through 1130 and 15 apartment units on the twelfth floor which are numbered 1213 through 1227. Some of the parking spaces in the Townhouse building are designated as common elements for bicycle and motorcycle parking, parking for delivery and maintenance vehicles.

EXHIBIT "D"

Apartment/Parking Unit Assignment

The Parking Units are constituted as separate apartment units, each with its own appurtenant undivided interest in the common elements and each to be conveyed by an Assignment of Condominium Conveyance Document (Parking Unit). Since the Parking Units are constituted as apartment units and not as limited common elements, no Parking Unit is appurtenant to any apartment and thus there will be no "parking stall assignment" as such. In order to give a buyer of an apartment the opportunity to own a parking stall, at least one Parking Unit will be offered for sale to each buyer of a Bishop Tower Apartment or a Townhouse Apartment. The Declaration provides that where the developer has conveyed an apartment of the project and a Parking Unit to a buyer, whether such conveyance be by way of one instrument or separate instruments, the Parking Unit or Units may not be separated from the apartment with which it was conveyed, and any subsequent conveyance of the apartment must include or be accompanied by a conveyance of the Parking Unit or Units. A total of 517 Parking Units have been earmarked for such sale with apartments. 145 Parking Units are subject to long term subleases to business establishments. The remaining 205 Parking Units will be used in the operation of a commercial parking garage. Guests of apartment owners may use the commercial parking garage facility, subject to the payment of the prevailing parking rates.

EXHIBIT "E"

The Parking Units together with the respective apartments with which the Parking Units are offered for sale (herein referred to for convenience as the "Apartment/Parking Unit Assignment") are set forth hereinafter. The developer hereby reserves the right to make changes to this Apartment/Parking Unit Assignment at any time in its sole discretion in respect of any unsold apartment and unsold Parking Unit.

<u>Apartment No.</u>	<u>Parking Unit No.</u>	<u>Floor</u>
201	53(C)	10
202	54	10
203	55	10
204	56	10
205	57	10
206	53(C)	6
207	54(C)	6
208	58	10
209	59	10
210	60	10
211	61	10
212	62	10
301	63	10
302	64	10
303	65	10
305	66	10
306	55	6
307	67	10
308	68	10
309	69(C)	10
310	70(C)	10
311	71	10
312	72	10
401	73	10
402	74	10
403	75	10
404	76	10
405	77	10
406	78	10
407	79	10
408	80	10
409	81	10

<u>Apartment No.</u>	<u>Parking Unit No.</u>	<u>Floor</u>
410	82	10
411	83	10
412	84	10
501	85	10
502	86	10
503	21(C)	10
504	22(C)	10
505	23(C)	10
506	24	10
507	25	10
508	26	10
509	27	10
510	28	10
511	29	10
512	30	10
601	31	10
602	32	10
603	33(C)	10
604	34	10
605	35	10
606	36(C)	10
607	37	10
608	38	10
609	39	10
610	40	10
611	41	10
612	42	10
701	43	10
702	44	10
703	45	10
704	46	10
705	47	10
706	48	10
707	99	10
708	98(C)	10
709	97(C)	10
710	96	10
711	95	10
712	94	10
801	93	10
802	92	10
803	91	10
804	90	10
805	89	10
806	88	10
807	87(C)	10
808	10(C)	10
809	9	10

<u>Apartment No.</u>	<u>No.</u>	<u>Parking Unit</u>	<u>Floor</u>
810	8		10
811	7		10
812	6		10
901	5		10
902	4		10
903	3		10
904	2		10
905	1		10
906	11		10
907	12		10
908	13		10
909	14		10
910	15		10
911	16		10
912	17		10
1001	18		10
1002	19		10
1003	20(C)		10
1004	111(C)		10
1005	110		10
1006	109		10
1007	108		10
1008	107		10
1009	106		10
1010	105		10
1011	104		10
1012	103		10
1101	102		10
1102	54(C)		9
1103	55		9
1104	56		9
1105	57		9
1106	58		9
1107	59		9
1108	60		9
1109	61		9
1110	62		9
1111	63		9
1112	64		9
1113	47		6
1114	46		6
1115	45		6
1116	44		6
1117	43		6
1118	42		6
1119	41		6
1120	40		6
1121	39		6

<u>Apartment No.</u>	<u>Parking Unit No.</u>	<u>Floor</u>
1122	38	6
1123	37	6
1124	33(C)	6
1125	32	6
1126	31	6
1127	30	6
1128	29	6
1129	28	6
1130	27	6
1201	65	9
1202	66	9
1203	67	9
1204	68	9
1205	69	9
1206	70(C)	9
1207	71(C)	9
1208	72	9
1209	73	9
1210	74	9
1211	75	9
1212	76	9
1213	33(T)	3
1214	34(T)	3
1215	35(C) (T)	3
1216	52 & 53(C)	6
1217	34(T)	4
1218	35(T)	4
1219	36(C) (T)	4
1220	50 & 51	6
1221	69 & 70	5
1222	71 & 72	5
1223	73(C) & 74	5
1224	48 & 49	6
1225	34(T)	6
1226	35(T)	6
1227	36(C) (T)	6
1301	77	9
1302	78	9
1303	79	9
1304	80	9
1305	81	9
1306	82	9
1307	83	9
1308	84	9
1309	85	9
1310	86	9
1311	87	9
1312	21(C)	9

EXHIBIT "E"

<u>Apartment No.</u>	<u>Parking Unit No.</u>	<u>Floor</u>
1401	22(C)	9
1402	23(C)	9
1403	24	9
1404	25	9
1405	26	9
1406	27	9
1407	28	9
1408	29	9
1409	30	9
1410	31	9
1411	32	9
1412	33(C)	9
1501	34	9
1502	35	9
1503	36(C)	9
1504	37(C)	9
1505	38	9
1506	39	9
1507	40	9
1508	41	9
1509	42	9
1510	43	9
1511	44	9
1512	45	9
1601	46	9
1602	47	9
1603	48	9
1604	49	9
1605	50	9
1606	51	9
1607	52	9
1608	53(C)	9
1609	98(C)	9
1610	97	9
1611	96	9
1612	95	9
1701	94	9
1702	93	9
1703	92	9
1704	91	9
1705	90	9
1706	89	9
1707	88(C)	9
1708	10(C)	9
1709	9	9
1710	8	9
1711	7	9
1712	6	9

EXHIBIT "E"

<u>Apartment No.</u>	<u>Parking Unit No.</u>	<u>Floor</u>
1801	5	9
1802	4	9
1803	3	9
1804	2	9
1805	1	9
1806	99(C)	9
1807	100(C)	9
1808	11	9
1809	12	9
1810	13	9
1811	14	9
1812	15	9
1901	16	9
1902	17	9
1903	18	9
1904	19	9
1905	20(C)	9
1906	111(C)	9
1907	110	9
1908	109	9
1909	108	9
1910	107	9
1911	106	9
1912	105	9
2001	104	9
2002	103	9
2003	102	9
2004	101(C)	9
2005	71(C)	8
2006	72	8
2007	73	8
2008	74	8
2009	75	8
2010	76	8
2011	77	8
2012	78	8
2101	79	8
2102	80	8
2103	81	8
2104	82	8
2105	83	8
2106	84	8
2107	85	8
2108	86	8
2109	87	8
2110	21(C)	8
2111	22(C)	8
2112	23(C)	8

EXHIBIT "E"

<u>Apartment No.</u>	<u>No.</u>	<u>Parking Unit</u>	<u>Floor</u>
2201	24		8
2202	25		8
2203	26		8
2204	27		8
2205	28		8
2206	29		8
2207	30		8
2208	31		8
2209	32		8
2210	33		8
2211	34		8
2212	35		8
2301	36 (C)		8
2302	37		8
2303	38		8
2304	39		8
2305	40		8
2306	41		8
2307	42		8
2308	43		8
2309	44		8
2310	45		8
2311	46		8
2312	47		8
2401	48		8
2402	49		8
2403	50		8
2404	51		8
2405	52		8
2406	53 (C)		8
2407	54 (C)		8
2408	55		8
2409	56		8
2410	57		8
2411	58		8
2412	59		8
2501	60		8
2502	61		8
2503	62		8
2504	63		8
2505	64		8
2506	65		8
2507	66		8
2508	67		8
2509	68		8
2510	69		8
2511	70 (C)		8
2512	88 (C)		8

<u>Apartment No.</u>	<u>Parking Unit No.</u>	<u>Floor</u>
2601	89	8
2602	90	8
2603	91	8
2604	92	8
2605	93	8
2606	94	8
2607	95	8
2608	96	8
2609	97	8
2610	98 (C)	8
2611	99 (C)	8
2612	1	8
2701	2	8
2702	3	8
2703	4	8
2704	5	8
2705	6	8
2706	7	8
2707	8	8
2708	9	8
2709	10 (C)	8
2710	100 (C)	8
2711	11	8
2712	12	8
2801	13	8
2802	14	8
2803	15	8
2804	16	8
2805	17	8
2806	18	8
2807	19	8
2808	20 (C)	8
2809	111 (C)	8
2810	110	8
2811	109	8
2812	108	8
2901	107	8
2902	106	8
2903	105	8
2904	104	8
2905	103	8
2906	102	8
2907	101 (C)	8
2908	54 (C)	7
2909	55	7
2910	56	7
2911	57	7
2912	58	7

<u>Apartment No.</u>	<u>No.</u>	<u>Parking Unit</u>	<u>Floor</u>
3001	59		7
3002	60		7
3003	61		7
3004	62		7
3005	63		7
3006	64		7
3007	65		7
3008	66		7
3009	67		7
3010	68		7
3011	69		7
3012	70 (C)		7
3101	71 (C)		7
3102	72		7
3103	73		7
3104	74		7
3105	75		7
3106	76		7
3107	77		7
3108	78		7
3109	79		7
3110	80		7
3111	81		7
3112	82		7
3201	83		7
3202	84		7
3203	85		7
3204	86		7
3205	87		7
3206	21 (C)		7
3207	22 (C)		7
3208	23 (C)		7
3209	24		7
3210	25		7
3211	26		7
3212	27		7
3301	28		7
3302	29		7
3303	30		7
3304	31		7
3305	32		7
3306	33		7
3307	34		7
3308	35		7
3309	36 (C)		7
3310	37		7
3311	38		7
3312	39		7

<u>Apartment No.</u>	<u>Parking Unit No.</u>	<u>Floor</u>
3401	40	7
3402	41	7
3403	42	7
3404	43	7
3405	44	7
3406	45	7
3407	46	7
3408	47	7
3409	48	7
3410	49	7
3411	50	7
3412	51	7
3501	52	7
3502	53 (C)	7
3503	98 (C)	7
3504	97	7
3505	96	7
3506	95	7
3507	94	7
3508	93	7
3509	92	7
3510	91	7
3511	90	7
3512	89	7
3601	88 (C)	7
3602	10 (C)	7
3603	9	7
3604	8	7
3605	7	7
3606	6	7
3607	5	7
3608	4	7
3609	3	7
3610	2	7
3611	1	7
3612	99 (C)	7
3701	100 (C)	7
3702	11	7
3703	12	7
3704	13	7
3705	14	7
3706	15	7
3707	16	7
3708	17	7
3709	18	7
3710	19	7
3711	20 (C)	7
3712	111 (C)	7

<u>Apartment No.</u>	<u>Parking Unit No.</u>	<u>Floor</u>
3801	110	7
3802	109	7
3803	108	7
3804	107	7
3805	106	7
3806	105	7
3807	104	7
3808	103	7
3809	102	7
3810	101(C)	7
3811	54(C)	6
3812	55	6
3901	56	6
3902	57	6
3903	58	6
3904	59	6
3905	60(C)	6
3906	61	6
3907	62	6
3908	63	6
3909	64	6
3910	65	6
3911	66	6
3912	67	6
4001	39	5
4002	41	5
4003	29 & 29A	5
4005	29B	5
4006	85	5
4007	21(C)	5
4008	22(C)	5
4009	82(C)	5
4010	83	5
4011	84	5
4012	90	5
PH	(21(C) & 22(C)	3
	(23(C), 24, 25,	5
	(26, 27, 28, 28A,	5
	(30, 31(T), 32(T),	5
	(33(C)(T), 78, 79,	5
	(80 & 81	5

Note: (T) indicates tandem parking
(C) indicates compact parking

COMMON ELEMENTS

There is designated one freehold estate consisting of that portion of the project other than the apartments, herein called the "common elements", including but not limited to:

(a) The Land in fee simple, together with easements appurtenant thereto;

(b) All foundations, floor slabs, slabs, columns, girders, beams, supports, unfinished perimeter, party and load-bearing walls, floors and ceilings, roofs, entries, stairways, walkways, entrances and exits of said buildings;

(c) All yards, grounds, planters and landscaping;

(d) All elevators, excluding however the glass elevator located on the Ewa side of the Bishop Tower and designated on the Condominium Map as Elevator No. 4 (herein the "Glass Elevator"), and escalators of the project;

(e) All pipes, cables, conduits, ducts, vents, chutes, electrical equipment, wiring and other central; and appurtenant transmission facilities and installations over, under and across the project which serve more than one apartment for services such as power, light, gas, water, sewer, ventilation, refuse, radio, telephone and television signal distribution, if any;

(f) The mailroom on the lower level ("LL") of the Bishop Tower;

(g) A storage room, a restroom for the handicapped, and a laundry room (designated as room 304) on the third floor of the Bishop Tower;

(h) A workshop located on the tenth floor of the Townhouse;

(i) A swimming pool, pool deck, pool bathroom, jacuzzi, walkway, a lounge, two conference rooms, a restroom and a patio located on the eleventh floor of the Townhouse;

(j) A driveway and a ramp providing ingress and egress to King Street and a ramp providing ingress and egress to Bishop Street); a building service area, with loading stalls, on the street level of the Townhouse; and a building service area, building loading area on the second floor of the Townhouse;

(k) All areas, rooms, spaces, structures, housings, chutes, shafts or facilities of the project within or outside of the building, which are for common use or which serve more than one apartment, such as electrical rooms, maintenance, service,

machine, mechanical and equipment rooms and the equipment, machinery and facilities therein, hallways, patios, balconies, lobbies, walkways and common ways, storage areas, mailrooms, offices (excluding the vestibules of the Glass Elevator on the lower level and fifth floor of the Bishop Tower and the elevator lobby on the forty-first floor of the Bishop Tower), social and recreational areas and facilities, bicycle racks and storage areas, fences, retaining walls, refuse collection areas, all trash rooms, driveways, parking ramps and parking structure therein;

(l) All tanks, pumps, heat pumps, motors, blowers, compressors, fans, air conditioning equipment which includes the cooling towers located on the seventh through tenth floors of the Townhouse and in general, all apparatus and installations for common use, and all other parts of the project necessary or convenient to its existence, operation, maintenance or safety and normally in common use; and

(m) Any and all other apparatus and installations of common use and all other parts of the project necessary or convenient to its existence, operation, maintenance and safety, or normally in common use; and

(n) The following parking spaces on the third floor of the Townhouse: parking space nos. 30, 31, 45, 92 and 93 which shall be used for the parking of bicycles; parking space nos. 73, 74, 75, 80 and 81 which shall be used for the parking of motorcycles; parking space no. 77 which shall be used for delivery vehicles only; and parking space no. 85 which shall be used for an electric cart or similar vehicle in connection with the maintenance of the project.

LIMITED COMMON ELEMENTS

Certain parts of the common elements, herein called the "limited common elements", are hereby designated and set aside for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto an exclusive easement for the use of such limited common elements as follows:

(a) The Glass Elevator, the elevator lobbies on the basement level and 5th floor, respectively, leading to the Glass Elevator, the room on the 5th floor of the Townhouse adjacent to the elevator lobby of the Glass Elevator on the 5th floor of the Bishop Tower and the elevator lobby on the 41st floor shall be appurtenant to and for the exclusive use of the Penthouse on the forty-first floor of the Bishop Tower.

(b) There shall also be appurtenant to the Penthouse on the forty-first floor of the Bishop Tower, the exclusive right in the nature of an easement to install, replace, repair and maintain within all parts of the project, including the stairwells and stairways and roof of the building of the project, from time to time and at all times, television and radio transmission and accessory electrical lines and antenna and reflectors, together with conduits therefor, extending from any part of the grounds of the project to the Penthouse; the exclusive right in the nature of an easement to use all communications conduits located within the project and to transmit and receive radio and television signals from equipment installed within the project, together with the exclusive right to use the space designated "Television Antenna Equipment Space" on the roof of the Bishop Tower, all of the space designated on the as-built condominium floor plans for the project as "Penthouse", and also on the roof of the Bishop Tower; provided, however, that the exercise of such right shall not unreasonably interfere with passage through such stairwells and stairways.

(c) The loading stalls of the service area on the street level of the Townhouse which are designated "114" shall be for the exclusive use of Commercial Unit "Woolworth".

(d) The loading area on the second floor of the Townhouse, designated "213", shall be appurtenant to and for the exclusive use of Commercial Unit "Longs".

(e) The mailbox assigned to an apartment shall be appurtenant to and for the exclusive use of such apartment. Each apartment shall at all times have at least one (1) mailbox appurtenant to it.

(f) The ten (10) fan coil units located in the Penthouse together with appurtenant facilities and equipment used

for air conditioning of the same will be limited common elements for the exclusive use of the Penthouse.

(g) All other common elements of the project which are rationally related to less than all of the apartments shall be limited to the use of such apartment or apartments to which the same are related.

Encumbrances Against Title

A Status Title Report issued by Title Guaranty of Hawaii, Inc., dated October 27, 1989, identifies the following encumbrances on the land:

As to All Parcels:

1. For real property taxes as may be due and owing, inquiry should be made with the Department of Finance, Real Estate Assessment Division, City and County of Honolulu.

2. MASTER LEASE NO. 25,630, dated February 1, 1980, filed as Land Court Document No. 994992, recorded in Liber 14468 at Page 448, entered into by and between THE TRUSTEES OF THE ESTATE OF BERNICE PAUAHI BISHOP, "Lessor", and LEROY ROBERT ALLEN, husband of Hiroko Allen, "Lessee"; leasing and demising the premises described herein for a term of approximately seventy-three (73) years commencing on the date hereof, to and including January 31, 2053.

Said Lease was amended by instrument dated January 12, 1981, but effective as of February 1, 1981, filed as Land Court Document No. 1066715, recorded in Liber 15537 at Page 358; Consent given by BANK OF HAWAII, by instrument dated January 3, 1981, filed as Land Court Document No. 1066716, recorded in Liber 15537 at Page 368.

Said Lease was further amended by instrument dated September 23, 1981, filed as Land Court Document No. 1090250, recorded in Liber 15923 at Page 635.

Said Lease, as amended, by mesne assignments, was assigned to MKS EXECUTIVE PARTNERS, a Hawaii limited partnership, by Assignment of Lease dated June 23, 1989, filed as Land Court Document No. 1644825, recorded in Liber 23331 at Page 27. Consent given by THE TRUSTEES UNDER THE WILL AND OF THE ESTATE OF BERNICE PAUAHI BISHOP, DECEASED by instrument dated July 11, 1989, filed as Land Court Document No. 1652989, recorded in Liber 23447 at Page 689.

3. Declaration of Horizontal Property Regime dated August 10, 1981, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 1083351, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 15799 at Page 136, and to the By-Laws attached thereto, as the same are or may hereafter be amended in accordance with law, said Declaration or said By-Laws. (Project

EXHIBIT "H"

covered by Condominium Maps Nos. 465 on file in said Office of the Assistant Registrar and 821 on file in said Bureau of Conveyances.)

4. Agreement Permitting Encroachment and Leases of Easements dated September 1, 1981, recorded in Liber 15875 at Page 496, by and among the Trustees of the Estate of Bernice Pauahi Bishop, "Trustees", L. Robert Allen & Associates, a Hawaii limited partnership, "Allen", Gasco, Inc., "Gasco", and Sun Life Assurance Company of Canada, a corporation, "Sun Life"; re: encroachment upon the adjoining property owned by the Trustees of the Estate of Bernice Pauahi Bishop and leased under their Lease No. 9425, dated August 1, 1953; and further identified on the Tax Maps as Tax Key 2-1-12-1 and a non-exclusive easement for light and air for the benefit of the Gasco/Sun Life property, in, through and over the open areas between the improvements to be constructed on the Allen property and the Gasco/Sun Life building, at the common boundary between the property and the Gasco/Sun Life property, etc.; Consent thereto given by the Trustees of the Estate of Bernice Pauahi Bishop.

5. Amended Joint Development Agreement dated November 30, 1982, filed as Land Court Document No. 1143070, recorded in Liber 16734 at Page 318.

Note: Said Amended Joint Development Agreement supercedes Joint Development Agreement dated June 29, 1981, filed as Land Court Document No. 1087334, recorded in Liber 15857 at Page 244.

Second Amended Joint Development Agreement, by and between City and County of Honolulu, a municipal corporation of the State of Hawaii, and Exit Company Limited Partnership, a Hawaii limited partnership, and Joinder to Second Amended Joint Development Agreement, by Bel-Centre, Inc., a Hawaii corporation, filed as Land Court Document No. 1473268, recorded in Liber 20812 at Page 203.

Note: Said Second Amended Joint Development Agreement supercedes Amended Joint Development Agreement dated November 30, 1982, filed as Land Court Document No. 1143070, recorded in Liber 16734 at Page 318.

6. Subject to various Condominium Conveyance Documents affecting the same which have been purposely omitted herefrom.

7. Canopy overhangs onto Bishop Street, Hotel Street and Fort Street Mall, as shown on Survey Map by James R. Thompson, Registered Professional Land Surveyor, dated April 19, 1989.

8. Portion of marble facing at fountain of Lot 4 of Land Court Application 1643 encroaches on to portions of Royal Patent 299, Land Commission Award 113, as shown on Survey Map by James R. Thompson, Registered Professional Land Surveyor, dated April 19, 1989.

9. MORTGAGE AND SECURITY AGREEMENT made by MKS Executive Partners, a Hawaii limited partnership, in favor of CITIBANK, N.A., a national banking association, dated June 23, 1989, filed as Land Court Document No. 1644826, and also recorded in Liber 23331, Page 46, Consent thereto given by The Trustees under the Will and of the Estate of Bernice Pauahi Bishop, deceased, by instrument dated June 27, 1989, filed as Land Court Document No. 1652990, and also recorded in Liber 23447, at Page 692.

ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AS COLLATERAL SECURITY dated June 23, 1989, recorded in Liber 23342 at Page 472, made by MKS EXECUTIVE PARTNERS, a Hawaii limited partnership, "Assignor", to CITIBANK, N.A., a national banking association, "Assignee", assigning all of its right, title and interest whether now or hereafter acquired, in, to and under certain leases and/or subleases, more particularly set forth in Exhibit "A" attached thereto, as security for the repayment of that certain promissory note dated June 23, 1989.

10. MORTGAGE AND SECURITY AGREEMENT made by MKS EXECUTIVE PARTNERS, a Hawaii limited partnership, in favor of CITIBANK, N.A., a national banking association, dated June 23, 1989, filed as Land Court Document No. 1644827, and also recorded in Liber 23331, Page 132, Consent thereto given by the Trustees under the Will and of the Estate of Bernice Pauahi Bishop, deceased, by instrument dated June 27, 1989, filed as Land Court Document No. 1652990, recorded in Liber 23447, at Page 692.

ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AS COLLATERAL SECURITY dated June 23, 1989, recorded in Liber 23342 at Page 497, made by MKS EXECUTIVE PARTNERS, a Hawaii limited partnership, "Assignor", to CITIBANK, N.A., a national banking association, "Assignee", assigning all of its right, title and interest whether now or hereafter acquired, in, to and under certain leases and/or subleases, more particularly set forth in Exhibit "A" attached thereto, as security for the repayment of that certain promissory note dated June 23, 1989.

11. MORTGAGE AND SECURITY AGREEMENT, made by MKS EXECUTIVE PARTNERS, a Hawaii limited partnership, in favor of CITIBANK, N.A., a national banking association, dated June 23, 1989, filed as Land Court Document No. 1644828, and also recorded in Liber 23331, Page 220, Consent thereto given by the Trustees under the

Will and of the Estate of Bernice Pauahi Bishop, deceased, by instrument dated June 27, 1989, filed as Land Court Document No. 1652990, recorded in Liber 23447, at Page 692.

ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AS COLLATERAL SECURITY dated June 23, 1989, recorded in Liber 23342 at Page 522, made by MKS EXECUTIVE PARTNERS, a Hawaii limited partnership, "Assignor", to CITIBANK, N.A., a national banking association, "Assignee", assigning all of its right, title and interest whether now or hereafter acquired, in, to and under certain leases and/or subleases, more particularly set forth in Exhibit "A" attached thereto, as security for the repayment of that certain promissory note dated June 23, 1989.

AS TO PARCEL FIRST:

(A) A perpetual easement in favor of Bishop Building Co., Inc. for all purposes over and across Lots 4, 5 and 6 of Land Court Application No. 233, appurtenant to Lot 4, as shown on Map 6, filed with Land Court Application No. 1643.

(B) Grant in favor of Bishop Building Co., Inc., dated October 9, 1970, filed as Land Court Document No. 515445; granting perpetual non-exclusive easements for road and utility purposes across Easement "5", as shown on Map 9 of Land Court Application No. 233.

Note: Deletion of said Easement "5", by Land Court Order No. 65462, filed on April 6, 1983. No joinder by Bishop Building Co., Inc.

(C) Designation of Easement "6" affecting Lot 7, as shown on Map 10, as set forth by Land Court Order No. 65919, filed May 16, 1983.

(D) Grant in favor of Hawaiian Electric Company, Inc., dated April 26, 1983, filed as Land Court Document No. 1169161, recorded in Liber 17056 at Page 519; granting a perpetual right and easement to build, construct, rebuild, reconstruct, repair, maintain, operate and remove wires, conduits, transformers, etc., for the transmission and distribution of electricity over, under, upon across and through over said Easement "6".

AS TO PARCEL SECOND:

(A) Reservation in favor of the State of Hawaii of all mineral and metallic mines.

(B) Designation of Easement "1" (area 259 square feet), as shown on Map 2, as set forth by Land Court Order No. 65918, filed May 16, 1983.

(C) Grant in favor of Hawaiian Electric Company, Inc., dated April 26, 1983, filed as Land Court Document No. 1169161, recorded in Liber 17056 at Page 519; granting a perpetual right and easement to build, construct, rebuild, reconstruct, repair, maintain, operate and remove wires, conduits, transformers, etc., for the transmission and distribution of electricity over, under, upon across and through said Easement "1".

AS TO PARCEL THIRD:

Reservation in favor of the State of Hawaii of all mineral and metallic mines.

AS TO PARCEL FOURTH:

(A) Reservation in favor of the State of Hawaii of all mineral and metallic mines.

(B) A perpetual easement for right of way over and across Easement "B", as shown on Map 1 of Land Court Application No. 1643.

AS TO PARCEL FIFTH:

(A) Reservation in favor of the State of Hawaii of all mineral and metallic mines.

(B) A perpetual easement for right of way over and across Easement "B", as shown on Map 1 of Land Court Application No. 1643.

(C) Grant in favor of Hawaiian Electric Company, Inc., dated April 26, 1983, filed as Land Court Document No. 1169161, recorded in Liber 17056 at Page 519; granting a perpetual right and easement to build, construct, rebuild, reconstruct, repair, maintain, operate and remove wires, conduits, transformers, etc., for the transmission and distribution of electricity over, under, upon across and through Lot 3 and Lot B.

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EXHIBIT "I"

ESTIMATE OF INITIAL MAINTENANCE FEES
AND
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS

Estimate of Initial Maintenance Fees:

Apartment -----	Sq.ft.	Monthly Fee X 12 months =	Yearly Total -----
COMMERCIAL: -----			
LL-1	1,811	107	1,284
LL-2	3,442	203	2,440
LL-3	4,622	273	3,276
LL-13	6,975	412	4,944
LL-14, 114, 214 Woolworth	65,910	3,894	46,723
113, 213 Longs	20,695	1,223	14,670
100	2,040	121	1,446
101	508	30	360
TOTAL COMMERCIAL	106,003	6,262	75,144
BISHOP TOWER -----			
201	534	198	2,379
301, 401, 501, 601, 701, 801, 901, 1001, 1101, 1201, 312, 412, 512, 612, 712, 812, 912, 1012, 1112, 1212	525	195	2,339
202	913	339	4,068
302, 402, 502, 602, 702, 802, 902, 1002, 1102, 1202	552	205	2,459
203	802	298	3,573
303, 403, 503, 603, 703, 803, 903, 1003, 1103, 1203	536	199	2,388
204	639	237	2,847
504	378	140	1,684
404, 604, 704, 804, 904, 1004, 1104, 1204	718	267	3,199
305	400	149	1,782
205, 405, 505, 605, 705, 805, 905, 1005, 1105, 1205	372	138	1,657
206	700	260	3,119

<u>Apartment</u>	<u>Sq.ft.</u>	<u>Monthly Fee X 12 months =</u>	<u>Yearly Total</u>
306	714	265	3,181
406, 506, 606, 706, 806, 906, 1006, 1106, 1206	859	319	3,827
207	989	367	4,408
307	579	215	2,580
407, 507, 607, 707, 807, 907, 1007, 1107, 1207	628	232	2,789
208, 209	470	174	2,094
308, 309	455	169	2,027
408, 508, 608, 708, 808, 908, 1008, 1108, 1208, 409, 509, 609, 709, 809, 909, 1009, 1109, 1209	477	177	2,125
210	807	300	3,595
211	742	275	3,306
310, 410, 510, 610, 710, 810, 910, 1010, 1110, 1210, 311, 411, 511, 611, 711, 811, 911, 1011, 1111, 1211	590	219	2,629
212	534	198	2,379
1301, 1401, 1501, 1601, 1701, 1801, 1901, 2001, 2101, 2201, 2301, 2401, 2501, 2601, 2701, 2801, 2901, 3001, 3101, 3201, 3301, 3401, 3501, 3601, 3701, 3801, 3901, 4001, 1312, 1412, 1512, 1612, 1712, 1812, 1912, 2012, 2112, 2212, 2312, 2412, 2512, 2612, 2712, 2812, 2912, 3012, 3112, 3212, 3312, 3412, 3512, 3612, 3712, 3812, 3912, 4012	525	195	2,339
1302, 1402, 1502, 1602, 1702, 1802, 1902, 2002,	616	229	2,744

EXHIBIT "I"

<u>Apartment</u>	<u>Sq.ft.</u>	<u>Monthly Fee X 12 months =</u>	<u>Yearly Total</u>
2102, 2202, 2302, 2402, 2502, 2602, 2702, 2802, 2902, 3002, 3102, 3202, 3302, 3402, 3502, 3602, 3702, 3802, 3902, 4002			
1303, 1403, 1503, 1603, 1703, 1803, 1903, 2003, 2103, 2203, 2303, 2403, 2503, 2603, 2703, 2803, 2903, 3003, 3103, 3203, 3303, 3403, 3503, 3603, 3703, 3803, 3903	591	219	2,633
4003	1,081	401	4,816
1304, 1404, 1504, 1604, 1704, 1804, 1904, 2004, 2104, 2204, 2304, 2404, 2504, 2604, 2704, 2804, 2904, 3004, 3104, 3204, 3304, 3404, 3504, 3604, 3704, 3804, 3904	450	167	2,005
1305, 1405, 1505, 1605, 1705, 1805, 1905, 2005, 2105, 2205, 2305, 2405, 2505, 2605, 2705, 2805, 2905, 3005, 3105, 3205, 3305, 3405, 3505, 3605, 3705, 3805, 3905, 4005	543	202	2,419
1306, 1406	600	275	3,306
1506, 1606, 1706, 1806, 1906, 2006, 2106, 2206, 2306, 2406, 2506, 2606, 2706, 2806, 2906, 3006, 3106, 3206, 3306, 3406, 3506, 3606, 3706, 3806, 3906, 4006, 1307, 1407, 1507, 1607, 1707, 1807, 1907, 2007, 2107, 2207, 2307, 2407, 2507, 2607, 2707, 2807, 2907, 3007, 3107, 3207, 3307, 3407, 3507, 3607, 3707, 3807, 3907, 4007	798	296	3,555
1308, 1408, 1508, 1608, 1708, 1808, 1908, 2008, 2108, 2208, 2308, 2408,	570	212	2,539

EXHIBIT "I"

<u>Apartment</u>	<u>Sq.ft.</u>	<u>Monthly Fee X 12 months =</u>	<u>Yearly Total</u>
2508, 2608, 2708, 2808, 2908, 3008, 3108, 3208, 3308, 3408, 3508, 3608, 3708, 3808, 3908, 4008			
1309, 1409, 1509, 1609, 1709, 1809, 1909, 2009, 2109, 2209, 2309, 2409, 2509, 2609, 2709, 2809, 2909, 3009, 3109, 3209, 3309, 3409, 3509, 3609, 3709, 3809, 3909, 4009	465	173	2,072
1310, 1410, 1510, 1610, 1710, 1810, 1910, 2010, 2110, 2210, 2310, 2410, 2510, 2610, 2710, 2810, 2910, 3010, 3110, 3210, 3310, 3410, 3510, 3610, 3710, 3810, 3910, 4010, 1311, 1411, 1511, 1611, 1711, 1811, 1911, 2011, 2111, 2211, 2311, 2411, 2511, 2611, 2711, 2811, 2911, 3011, 3111, 3211, 3311, 3411, 3511, 3611, 3711, 3811, 3911, 4011	650	241	2,896
PENTHOUSE: <u>4100</u>	8,217	1,252	15,029
TOWNHOUSE: <u>1113, 1114, 1115, 1118, 1119, 1120, 1124, 1128, 1129, 1130</u>	1,277	404	4,850
<u>1116, 1117, 1121, 1122, 1126, 1127</u>	1,349	427	5,124
<u>1123</u>	1,171	371	4,448
<u>1125</u>	1,237	392	4,698
<u>1213, 1214, 1215, 1217, 1218, 1219, 1222, 1223, 1225, 1226, 1227</u>	1,525	483	5,792
<u>1216, 1220, 1224</u>	1,944	615	7,384
<u>1221</u>	1,421	440	5,279
	<u>125,240</u>		<u>1,502,880</u>

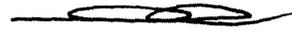
EXHIBIT "I"

Estimate of Maintenance Fee Disbursements:

	<u>Monthly</u> X 12 months = <u>Yearly Total</u>	
Utilities and Services		
Air Conditioning	1,000	12,000
Electricity		
() common elements only		
(x) common elements and apartments	23,000	276,000
Gas	2,600	31,200
Refuse collection	900	10,800
Telephone	700	8,400
Water and Sewer	4,500	54,000
Cable TV	2,500	30,000
Maintenance, Repairs and Supplies		
Payroll	12,600	151,200
Building	30,500	366,000
Grounds	1,700	20,400
Management		
Management Fee	6,100	73,200
Payroll and Payroll Taxes	5,000	60,000
Office Expenses	1,000	12,000
Security Service	11,000	132,000
Insurance	10,850	130,200
Reserves	7,500	90,000
Taxes and Government Assessments	500	6,000
Audit Fees	150	1,800
Other	3,140	37,680
TOTAL	<u>125,240</u>	<u>1,502,880</u>

I/We, SHC-Real Estate & Management, Inc., as managing agents for the condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

SHC-REAL ESTATE & MANAGEMENT,
INC.

By 
Vice President
Date: 11-16-89

Summary of Provisions of the Sales Contract

The Sales Contract sets forth the terms and conditions under which the developer will sell an apartment to a buyer.

Among other provisions, the Sales Contract (the "Contract") includes the following:

1. If the Contract is executed prior to the issuance of a Final Public Report, the Contract will constitute a "reservation" and not a binding contract.

2. The Contract becomes a binding contract after (a) the developer has accepted the Contract and (b) the developer has delivered to the buyer a Final Public Report and all other public reports, if required (the "Public Reports"), and the buyer executes and returns to the developer a Receipt for the Public Reports and waives buyer's right to cancel. If the buyer fails to execute and return the Receipt for the Public Reports within 30 days after delivery of said Public Reports to the buyer, the buyer is deemed to have accepted for the Public Reports and to have waived the buyer's right to cancel.

3. The buyer will pay for all closing costs, including, without limitation, all notary fees, appraisal fees, recording costs, the cost of preparing the Assignment of Condominium Conveyance Document, all title insurance costs, and all mailing, air courier and other delivery charges, except the State of Hawaii Conveyance Tax, notary fees for acknowledgments of developer's signatures and recording fees for documents to clear developer's title which will be paid by the developer and the escrow fees which will be borne equally by the developer and the buyer.

4. The developer makes no warranties, express or implied, with respect to the apartments, the project, or consumer products or other things installed therein, including warranties of the nature or quality of the project, the quality of the labor and/or materials included in any works and/or improvements of the project, the fitness of the project and/or the soil condition existing at the project for any particular purpose, the zoning or other legal status of the project or the buildings or other improvements thereof.

5. All warranties of contractors and manufacturers have expired.

6. The developer has made no representations as to any rental pool arrangements, the feasibility of renting an

apartment, or otherwise generating income or deriving any other economic benefit from ownership of an apartment.

7. The buyer agrees that the developer shall have the right to conduct sales activities on the project, including the use of model apartment units, sales offices, signs and extensive sales displays and activities, and the use of parking spaces in the project for parking for prospective purchasers, until the sale of the last unsold apartment in the project.

8. The developer has the right to change the Declaration, the Bylaws, the House Rules, the form of the Condominium Conveyance Document, Assignment of Condominium Conveyance Document, Escrow Agreement and Disclosure Abstract. Such changes to the condominium documents may not, however, (i) substantially change the buyer's or the developer's obligation under the Contract, (ii) substantially change the design, location or size of the buyer's apartment (iii) increase the buyer's common interest, or (iv) reduce the developer's obligation for common expenses on unsold apartments.

9. The developer may not make any changes to the design or location of the buyer's apartment and/or Parking Unit, but may make changes to other apartments of the project, the parking areas, the location and numbering of parking stalls, and to the common elements of project such as walkways, stairways, corridors, driveways, lobbies, utility rooms and recreational facilities. The developer may also make the following changes: (a) alter or remove party walls separating adjoining apartments which are located on the 13th through the 40th floors and which have apartment numbers ending with 05 and 06 or 07 and 08; (b) alter Parking Units 78, 79, 80 and 81 by enclosing said Parking Units with walls and doors; and (c) alter the door and perimeter walls of the room on the 5th floor of the Townhouse which is a limited common element appurtenant to the Penthouse.

10. The buyer is advised that the developer intends to pre-close Contracts by having all documents and funds necessary for final closing signed and deposited with Escrow prior to the date set for final closing and the buyer agrees to sign all necessary documents, including escrow instructions, and deposit all monies required for final closing. If buyer does not sign all documents and deposit the necessary monies in escrow as aforesaid at least 5 days before the scheduled date of closing, the developer may assess the buyer a late charge of 1% per month on the unpaid amount and all maintenance charges, common expenses and real property taxes from the scheduled closing date.

11. The buyer acknowledges that the buyer has inspected the apartment, knows the condition thereof and agrees

to accept the same. If the buyer fails to inspect the apartment, the buyer waives his right to inspect.

12. The buyer agrees that the buyer's rights under the Contract are subordinate to the lien of the three (3) separate mortgages (the "Mortgages") securing loans made by the developer to Citibank, N.A., a national banking association (the "Mortgagee"), and any other mortgages which the developer may make on the project in the future. This does not mean that the buyer is or will be in any way responsible for the payment of such loans. It merely means that if the developer defaults under the Mortgages before the apartment is conveyed to the buyer (i.e., before final closing of the Contract) and the Mortgagee forecloses the Mortgages, the buyer's Contract may or may not be honored by the Mortgagee. If the developer defaults after the apartment is conveyed to the buyer (i.e. after final closing of the Contract), the buyer's interest in the apartment will not be affected at all. The foregoing applies in case the developer may make other mortgages on the project.

13. The Escrow Agreement by and between the developer and Title Guaranty Escrow Services, Inc., and the condominium documents of the project are made part of the Contract.

The foregoing are only excerpts from certain paragraphs in the Contract. It is incumbent upon the prospective buyer that he reads with care the entire Contract.

Summary of Provisions of the Escrow Agreement

The Escrow Agreement establishes how the proceeds from the sale of the apartments are placed in trust as well as the retention and disbursements of said funds.

Among other provisions, the Escrow Agreement includes the following:

1. Escrow shall deposit any or all funds received and held in escrow in interest bearing accounts in federally-insured lending institutions designated by the developer. Any and all interest earned on such funds during the holding thereof shall accrue to the credit of the developer in accordance with the provisions of the Sales Contracts.

2. Subject to such deductions as may be provided in the Sales Contract and the escrow cancellation fee, the buyer shall be entitled to a return of his funds, without interest, and Escrow shall pay such funds to such buyer, if one of the following has occurred:

(a) The developer notifies Escrow to return to the buyer the funds of the buyer then being held by Escrow; or

(b) The developer notifies Escrow of the developer's exercise of the option to cancel the sales Contract pursuant to the right of cancellation stated in the Sales Contract or otherwise available to the developer;

(c) The conditions provided for a refund under Sections 514A-62 or 514A-63 of the Condominium Property Act, as amended, have been met, and written notice thereof has been provided to the developer, and the developer and the buyer shall advise Escrow to refund the buyer's funds.

(d) Escrow receives notice in writing from a buyer of the exercise by the buyer of the right to cancel provided for in the Sales Contract and releasing all rights and interest in the apartment in question; provided, that Escrow shall notify Seller of such notice of cancellation and shall make no refund unless and until Seller shall confirm the validity of such cancellation.

3. Escrow shall make no disbursements of any buyer's funds, except by way of refunds thereof, until (a) the buyer's Sales Contract has been accepted by Seller, and (b) the buyer's Sales Contract has "become effective" and that the requirements of Sections 514A-62 and 514A-63 of the Condominium Property Act have been met.

The foregoing are only a summary of certain provisions in the Escrow Agreement. It is incumbent upon the prospective buyer that he reads the entire Escrow Agreement with care.