

CONDOMINIUM PUBLIC REPORT

Prepared &

Issued by: Developer EXCT Limited Partnership
Address c/o Tom Roeser, Esq. 2200 Pacific Tower, 1001 Bishop St., Hon. 96813
ProjectName(*): EXECUTIVE CENTRE
Address: 1088 Bishop Street, Honolulu, Hawaii 96813

Registration No. 1223

Effective date: October 27, 2000
Expiration date: November 27, 2001

Preparation of this Report:

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

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

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

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

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

Type of Report:

- PRELIMINARY: (yellow) The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued by the developer when complete information is filed.
CONTINGENT FINAL: (green) The developer has legally created a condominium and has filed information with the Commission for this report which EXPIRES NINE (9) MONTHS after the above effective date. Contingent Final public reports may not be extended or renewed.
FINAL: (white) The developer has legally created a condominium and has filed complete information with the Commission.
FOURTH SUPPLEMENTARY: (pink) This report updates information contained in the: Preliminary Public Report dated: June 9, 1980 Final Public Report dated: August 26, 1994 Supplementary Public Reports dated: Sept. 22, 1981, January 25, 1990 & May 8, 1995
And [x] Supersedes all prior public reports. [] Must be read together with [] This report reactivates the public report(s) which expired on

(*) Exactly as named in the Declaration

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2644 to submit your request.

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required and attached to this report

Not Required - Disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

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

No prior reports have been issued by the developer. Changes made are as follows: See page 2a

This public report supersedes the Preliminary Public Report issued on June 9, 1980, the Supplementary Public Report issued on September 22, 1981, the Second Supplementary Public Report issued on January 25, 1990, the Final Public Report issued on August 26, 1994 and the Third Supplementary Public Report issued on May 8, 1995. Therefore, none of the prior public reports will be given to prospective buyers. However, they are available for inspection upon request.

SPECIAL ATTENTION

Prospective buyers should be aware of the special usage of certain terms in this public report, which covers 1,375 apartments as defined under Section 514A-2, Hawaii Revised Statutes. Of this total, only 511 are of a conventional nature for dwelling and/or commercial use. These are referred to herein as "apartments." The other 864 apartments are for parking use and are referred to herein as "parking units."

Prospective buyers should be aware that 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. However, the following uses are prohibited under the Declaration: time-sharing and certain professional office uses described in Part V, paragraph C.1 at page 20 of this report.

PROSPECTIVE BUYERS ARE CAUTIONED TO CAREFULLY REVIEW THIS PUBLIC REPORT AND ALL RELEVANT DOCUMENTS FOR INFORMATION REGARDING THE PROJECT.

Summary of Changes from Earlier Public Reports

Except for the information under the topical headings which follow, the information in the Third Supplemental Condominium Public Report dated May 8, 1995 which was to be read with the Final Public Report dated August 26, 1994 has not changed.

I. **Persons Connected With the Project**

The developer is EXCT Limited Partnership. MKS Executive Partners and SHC-Realty, Inc. are no longer developers. All apartment units owned by SHC-Realty, Inc. are currently being foreclosed upon and will be sold to the successful bidder at the foreclosure auction. SHC-Realty, Inc. has continued paying the maintenance fees on its apartment units throughout foreclosure. If at any time it fails to pay the maintenance fees, there will be an economic impact on the other apartment owners who may be forced to bear the burden of the unpaid maintenance fees.

Facilities Management and Sales LLC is the new Real Estate Broker and the new Property Manager.

III. **The Condominium Project**

B. The new Lessor is EXCT Limited Partnership

E. There is a new Preliminary Title Report reflecting that all loans on the Developer's interest on the property and all recorded collateral securing said loans have been removed except for the loan by Citicorp International, Limited as agent for Citibank, N.A. and Sanshin (U.S.A. Inc.) (hereafter Citicorp loan) which principal amount of Citicorp loan has been reduced. The lender's interest in said Citicorp loan has been assumed by Citibank, N.A. and borrower's interest under said Citicorp loan has been assumed by Developer. Moreover, all recorded collateral reflected on the Preliminary Title Report for said Citicorp loan has been assigned to Citibank, N.A. The Preliminary Title Report reflects a "Proof of Claim" filed April 14, 2000 in the Bankruptcy Court by the Laughton Estate Trust as an encumbrance. This claim arises out of the purchase of Unit 1104; the total amount of the claim at filing was \$1,782. Developer believes that the claim is frivolous and was in any event discharged in the bankruptcy action, and is taking steps to remove it as a noted encumbrance.

IV. **Condominium Management**

A. The new condominium property manager is not affiliated with Developer.

C. There is some clarification on the type of electricity and cable charges that are included in maintenance fees.

D. The prior developer of the Project, MKS Executive Partners, has already paid to the Association the sum of \$800,000 which was applied to the funding of the estimated replacement reserves needed for the repair or replacement of common elements of the Project. Moreover, MKS Executive Partners' initial assumption of common expenses of the Project has ended and all apartment owners must pay the common expenses charged to their apartments.

V. **Miscellaneous**

A. **Sales Documents filed with Real Estate Commission**

A new Escrow Agreement has been executed with Title Guaranty Escrow. There is no material change from the previous Escrow Agreement except that EXCT Limited Partnership has replaced MKS Executive Partners as the seller.

The Sales Contract has been updated to reflect that: EXCT Limited Partnership has replaced MKS Executive Partners as the seller; the requirement that seller obtain binding reservations for sales of 100 apartments before the Sales Contract becomes binding has been eliminated; there is currently one mortgage and not seven separate mortgages on the Project; and the prior developer has paid \$800,000 to fund the estimated replacement reserves.

C. **Additional Information Not Covered Above**

1. Page 2 of Exhibit "A" has been amended to change the reference from Woolworth to Ross Stores in connection with Commercial Units LL-14, 114 & 214.
2. Paragraph (e)(i) on page 2 of Exhibit "B" has been amended to change the reference from Woolworth to Ross Stores.
3. Exhibit "I" has been revised to reflect the current estimate of maintenance fees.

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General Information On Condominiums

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

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

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

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

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

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

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

Operation of the Condominium Project

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

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

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

I. PERSONS CONNECTED WITH THE PROJECT

Developer: EXCT Limited Partnership Phone: (808) 523-2500
Name (Business)
c/o Tom Roesser, Esq.
2200 Pacific Tower, 1001 Bishop St.
Honolulu, Hawaii 96813
Business Address

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

General Partner of Developer = EXCT Holdings, Inc.

Real Estate Broker: Facilities Management and Sales LLC Phone: (808) 522-6234
Name (Business)
1088 Bishop Street LL-2, Hon., HI 96813
Business Address

Escrow: Title Guaranty Escrow Services, Inc. Phone: (808) 521-0211
Name (Business)
700 Richards Street, 1st Floor, Hon., HI 96813
Business Address

General Contractor: N/A Phone: _____ (Business)
Name

Business Address

Condominium Managing Agent: Facilities Management and Sales LLC Phone: (808) 522-6234
Name (Business)
1088 Bishop Street LL-2, Hon., HI 96813
Business Address

Attorney for Developer: Kenneth K.P. Wong Phone: (808) 535-4128
Name (Business)
745 Fort St. Suite 600, Hon., HI 96813
Business Address

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

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

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

The Declaration for this condominium is:

- Proposed
 Recorded -Bureau of Conveyances: Document No. _____
Book 15799 Page 136
 Filed - Land Court: Document No. 1083351

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/ filing information]: First Amendment and Restatement of the Declaration dated May 24, 1990, recorded in the Bureau of Conveyances as Document No. 90-118407 and filed in the Land Court as Document No. 1752177; Second Amendment of the Declaration dated May 15, 1992, recorded in the Bureau of Conveyances as Document No. 92-095632 and filed in the Land Court as Document No. 1921906; Third Amendment to the Declaration dated July 12, 1994, recorded in the Bureau of Conveyances as Document No. 94-124289 and filed in the Land Court as Document No. 2167080.

- 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 Conveyances Condo Map No. 465
 Filed - Land Court Condo Map No. 821

The Condominium Map has been amended by the following instruments [state name of document, date and recording/filing information]: The "as built" plans were filed with the First Amendment and Restatement of the Declaration. A portion of the "as built" plans were altered as shown on the plans filed with the Third Amendment to the Declaration.

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

The Bylaws for this condominium are:

- Proposed
 Recorded -Bureau of Conveyances: Document No. _____
Book 15799 Page 136
 Filed - Land Court: Document No. 1083351

The Bylaws referred to above have been amended by the following instruments [state name of document, date and recording/ filing information]: First Amendment and Restatement of the Bylaws dated May 24, 1990, recorded in the Bureau of Conveyances as Document No. 90-118408 and filed in the Land Court as Document No. 1752178.

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

The House Rules for this condominium are:

Proposed Adopted Developer does not plan to adopt House Rules

E. **Changes to Condominium Documents**

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

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

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>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 for projects with five or fewer apartments.

2. **Developer:**

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

Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules: The developer has reserved the right to change the Declaration, Bylaws, 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) substantially change the design, location or size of the buyer's apartment, (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.

III. THE CONDOMINIUM PROJECT

A. **Interest to be Conveyed to Buyer:**

- Fee Simple:** Individual apartments and the common elements, which include the underlying land, will be in fee simple.
- Leasehold or Sub-leasehold:** Individual apartments and the common elements, which include the underlying land will be leasehold.

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

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

Lease Term Expires: _____ Rent Renegotiation Date(s): _____

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

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

For Sub-leaseholds:

- Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is:
 Canceled Foreclosed
- As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

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

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

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

Lease Term Expires: January 31, 2053 Rent Renegotiation Date(s): Ninety (90) days before the first day of February 2013, 2018, 2023, 2028, 2033, 2038, 2043 and 2048

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

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

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

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

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

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

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

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

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

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

B. Underlying Land:

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

Address TMK is expected to change because _____

Land Area: 58,361 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

Lessor: EXCT Limited Partnership
 Name
c/o Tom Roesser, Esq.
2200 Pacific Tower, 1001 Bishop St.
Honolulu, Hawaii 96813
 Address

C. Buildings and Other Improvements:

when the project was originally registered

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

2. Number of Buildings: 2 Floors Per Building See Exhibit D

Exhibit D contains further explanations.

3. Principal Construction Material:

Concrete Hollow Tile Wood

Other Glass

4. Uses Permitted by Zoning:

	No. of <u>Apts.</u>	Use Permitted <u>By Zoning</u>		No. of <u>Apts.</u>	Use Permitted <u>By Zoning</u>
<input type="checkbox"/> Residential	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Ohana	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Commercial	<u>11</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Industrial	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Mix Res/Comm	<u>500*</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Agricultural	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Hotel	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Recreational	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Timeshare	<u> </u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Other: <u>Parking Units</u>	<u>864</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?

Yes No

* Each of the 500 apartment units may also be rented for hotel purposes.

5. Special Use Restrictions:

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

- Pets: No pets are allowed, except that this prohibition shall not apply to the extent that it shall be in violation of any local, state or federal law.
- Number of Occupants: _____
- Other: _____
- There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 11 Stairways: 6 Trash Chutes: None
 Escalators: 4

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	(Identify)
The 511 apartment and commercial units are described in Exhibit A					
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Number of Apartments: 1,375 (511 Apartment & Commercial Units and 864 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.

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 building designated in the Declaration as 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: NOTE that each of the 864 parking stalls is an apartment as defined in Section 514A-2, Hawaii Revised Statutes, and can be initially sold and conveyed independent of a dwelling or commercial apartment. However, on resale, the parking stall must be sold together with the primary apartment.

Total Parking Stalls: 864

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		
	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>Covered</u>	<u>Open</u>	<u>TOTAL</u>
Assigned (for each unit)	At least one parking space will be offered for sale to each buyer.						
Guest	_____	_____	_____	_____	_____	_____	_____
Unassigned Extra for Purchase	<u>723</u>	_____	<u>129</u>	_____	<u>12</u>	_____	<u>864</u>
	The developer intends to make 633 parking spaces available for purchase. If a buyer desires to purchase a parking space, the developer will inform such buyer of the then available parking spaces. All of the unsold parking spaces owned by the developer will either be used in the operation of a commercial parking garage or be subject to long term subleases to businesses.						
Total Covered & Open:	<u>723</u>	_____	<u>129</u>	_____	<u>12</u>	_____	<u>864</u>

Each apartment will have the exclusive use of at least * 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/ Enclosure(s)

Other: pool deck, restroom, jacuzzi, lounge, patio and 2 conference rooms on the 11th floor of the Townhouse; restroom for handicapped and laundry room on the 3rd floor of the Bishop Tower; and parking spaces for bicycles, motorcycles, delivery vehicles and maintenance vehicles on the 3rd floor of the parking garage.

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

There are no violations. Violations will not be cured.

Violations and cost to cure are listed below: Violations will be cured by _____
(Date)

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations
(For conversions of residential apartments in existence for at least five years):

* See NOTE after "7. Parking Stalls" above

11. Conformance to Present Zoning Code

a. No variances to zoning code have been granted.

Variance(s) to zoning code was/were granted as follows: 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>	<u> </u>	<u> </u>
Structures	<u>See Part V, paragraph C.4 at page 20 of this report.</u>		
Lot	<u> X </u>	<u> </u>	<u> </u>

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

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

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

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

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

described in Exhibit F .

as follows:

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

There are no limited common elements in this project.

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

described in Exhibit 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 used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium project. It may also be used for other purposes, including voting on matters requiring action by apartment owners. The common interests for the apartments in this project, as described in the Declaration, are:

described in Exhibit A.

as follows:

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

Exhibit H describes the encumbrances against the title contained in the title report dated October 16, 2000, issued by Title Guaranty of Hawaii Incorporated

Blanket Liens:

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

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

[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. The buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
Mortgages	If the developer defaults before the apartment is conveyed to the buyer, the mortgagees may or may not decide to sell the apartment to the buyer pursuant to the sale contract. If any mortgagee decides not to sell the apartment to the buyer, the buyer will be entitled to a refund of all deposits made by the buyer less any escrow cancellation fee not exceeding \$250.00.

F. Construction Warranties:

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

1. Building and Other Improvements: None. Construction of the buildings was substantially completed in 1984 by the original developer. EXCT Limited Partnership (which is called the "developer" in this report) acquired the project in July, 2000, and it 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.

- G. **Status of Construction and Date of Completion or Estimated Date of Completion:**
Construction of the project was substantially completed in 1984.

H. **Project Phase**

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

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

IV. CONDOMINIUM MANAGEMENT

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

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

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

not affiliated with the Developer the Developer or the Developer's affiliate.
 self-managed by the Association of Apartment Owners Other: _____

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

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

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

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

C. **Utility Charges for Apartments:**

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

None Electricity (Common Elements only _____ Common Elements & Apartments) ^{1/}
 Gas (_____ Common Elements only _____ Common Elements & Apartments)
 Water Sewer Television Cable ^{2/}
 Other Refuse Collection

^{1/} All of the apartments are separately metered for electricity except for apartments that are on floors 31 through 40 that are under separate electrical meters for each floor and the charges for the apartments on said floors will be allocated among the apartments in an equitable manner as provided in Section J.3 of the Declaration until such time that the apartments on said floors 31 through 40 are separately metered.

^{2/} Basic cable charges are included in the maintenance fees for all residential apartments. However, if a residential apartment is used for office or commercial uses, in addition to the basic cable charge included in the maintenance fees, that apartment must also pay an additional separate charge that is not part of the maintenance fees. Cable charges for commercial apartments are not included in maintenance fees but are billed separately to the apartment.

V. MISCELLANEOUS

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

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

Notice to Owner occupants

Specimen Sales Contract
Exhibit J contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated October 5, 2000
Exhibit K contains a summary of the pertinent provisions of the escrow agreement.

Other _____

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

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

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

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

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

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

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

- A) The Developer delivers to the buyer a copy of:
- 1) Either the Final Public Report **OR** the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission; **AND**
 - 2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded:
- B) The buyer is given an opportunity to read the report(s); **AND**

- C) One of the following has occurred:

- 1) The buyer has signed a receipt for the report(s) and waived the right to cancel: or
- 2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer: or
- 3) The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

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

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

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

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. These include but are not limited to the:

- A) Condominium Public Reports issued by the developer which have been issued an effective date by the Hawaii Real Estate Commission.
- B) Declaration of Condominium Property Regime, as amended.
- C) Bylaws of the Association of Apartment Owners, as amended.
- D) House Rules, if any.
- E) Condominium Map, as amended.
- F) Escrow Agreement.
- G) Hawaii's Condominium Property Act (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, (Chapter 16-107, adopted by the Real Estate Commission, as amended).
- H) Other Condominium Conveyance Document

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 (DCCA). Supporting documents for this registration are on file with the DCCA for a period of ten years and one day from the effective date of the last public report. After that time, the DCCA will destroy the supporting documents except for the last public report. Reprints of Hawaii's Condominium Property Act (Chapter 514A, HRS) and Hawaii Administrative Rules, Chapter 16-107, are available at the Cashier's Office, Department of Commerce and Consumer Affairs, 1010 Richards Street, 3rd Floor, Honolulu, Hawaii, mailing address: P. O. Box 541, Honolulu, HI 96809, at a nominal cost.

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

Reproduction of Report. When reproduced, this report must be on:

YELLOW paper stock WHITE paper stock PINK paper stock GREEN paper stock

C. 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: 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 (“Ross Stores”), 113 & 213 (“Longs”), 100 and 101 may be used for retail store purposes only. Commercial Units LL-1, LL-2, LL-3 and LI-13 may be used as provided in the first sentence of this paragraph, except that retail use will require the prior written consent of the Trustees of the Estate of Bernice Pauahi Bishop and the developer.
2. Managing Agent’s Office. The developer may lease all or a portion of Commercial Unit LL-2 to the Association of Apartment Owners for a term not exceeding one year for use as the Managing Agent’s office. The terms of any such lease have not yet been determined.
3. Alteration of Project. 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 floor, which have apartment numbers ending with 05 and 06 or 07 and 08, provided, that a buyer’s apartment will not be 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.
4. Building Variance. A building variance was obtained for the maintenance of the marquee which extends over the sidewalk area behind 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.11 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, as amended, provides that a nonconforming structure devoted to a conforming use may be restored to its former condition after destruction by accidental means (including fire, hurricane, 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 buyers are urged to exercise due diligence by making independent inquiries with the county zoning authorities regarding limitations applicable to nonconformities and variances.

5. Miscellaneous Income and Expenses of Association. The Association owns 105 parking spaces located on the third, fourth and fifth floors of the Townhouse. The current annual lease rent payable for each of such 105 parking spaces is \$0.86 as set forth in Exhibit C. The annual lease rent payable after January 31, 2013, will be determined in the manner described in Exhibit B. The Association leased all 105 parking spaces to Hotel Operating Co. of Hawaii, Ltd. (“HOCOH”), for a term ending on January 31, 2053. HOCOH assigned the Lease to Dwayne K. Kurisu, Trustee under that certain unrecorded Irrevocable Trust of Dwayne K. Kurisu, dated April 23, 1986 (“Kurisu”). The rent payable by Kurisu to the Association is \$3,610.00 per month. HOCOH’s predecessor leased to the developer’s predecessor a perpetual easement over a portion of Kurisu’s land for a term ending on January 31, 2053. The rent payable by the Association to Kurisu is \$2,708.34 per month. The estimates contained in Exhibit I do not include the income and expenses of the Association described in this paragraph.
6. Certification per Act 251 (SLH 2000). Since this project was substantially completed in 1984, has been granted certain variances, and was issued a Final Report in 1994, the Developer believes Act 251 passed by the 2000 Legislative Session is not applicable to this Supplementary Public Report.

D. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

EXCT Limited Partnership
Printed Name of Developer

By Its General Partner EXCT Holdings, Inc.

By: Tom E. Roesser
Duly Authorized Signatory* Date 10/3/00
Its Vice President

TOM ROESSER, Vice President of EXCT Holdings, Inc.
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu
Planning Department, City and County of Honolulu

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

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

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

The apartment type, approximate net living area and lanai area, if any, and the percent common interest of each of the apartments designated in the Declaration as 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>
<u>Commercial Units:</u>					
LL-1				1,811	0.085422%
LL-2				2,826	0.162354%
LL-3				4,622	0.218013%
LL-13				6,975	0.329000%
LL-14, 114 & 214 (Ross Stores)				65,910	3.108874%
113 & 213 (Longs)				20,695	0.976151%
100				2,040	0.096224%
101				508	0.023962%
<u>Bishop Tower Apartments:</u>					
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%

<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>
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%
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%

<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>
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%
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%

<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>
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%
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%

EXHIBIT "A"

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<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>
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%
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%

<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>
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%

<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>
2210	A	650		650	0.192688%
2211	A	650		650	0.192688%
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%

<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>
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%
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%

<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>
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%
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%

<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>
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%
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%

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<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>
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"

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<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>
<u>Townhouse Apartments:</u>					
1113	C	967	310	1,277	0.323975%
1114	C	967	310	1,277	0.323975%
1115	C	967	310	1,277	0.323975%
1116	D	774	575	1,349	0.342241%
1117	D	774	575	1,349	0.342241%
1118	C	967	310	1,277	0.323975%
1119	C	967	310	1,277	0.323975%
1120	C	967	310	1,277	0.323975%
1121	D	774	575	1,349	0.342241%
1122	D	774	575	1,349	0.342241%
1123	D	861	310	1,171	0.297082%
1124	C	967	310	1,277	0.323975%
1125	C	927	310	1,237	0.313827%
1126	D	774	575	1,349	0.342241%
1127	D	774	575	1,349	0.342241%
1128	C	967	310	1,277	0.323975%
1129	C	967	310	1,277	0.323975%
1130	C	967	310	1,277	0.323975%
1213	E	1,217	308	1,525	0.386892%
1214	E	1,217	308	1,525	0.386892%
1215	E	1,217	308	1,525	0.386892%
1216	F	1,098	846	1,944	0.493192%
1217	E	1,217	308	1,525	0.386892%
1218	E	1,217	308	1,525	0.386892%
1219	E	1,217	308	1,525	0.386892%
1220	F	1,098	846	1,944	0.493192%
1221	E	1,111	310	1,421	0.360507%
1222	E	1,217	308	1,525	0.386892%
1223	E	1,217	308	1,525	0.386892%
1224	F	1,098	846	1,944	0.493192%
1225	E	1,217	308	1,525	0.386892%
1226	E	1,217	308	1,525	0.386892%
1227	E	1,217	308	1,525	0.386892%

SUMMARY OF PROVISIONS 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 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) The first fixed minimum rental period expired on January 31, 1993. The remaining three (3) fixed minimum rental periods are as follows:

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

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

(iii) 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

EXHIBIT "B"

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 irrevocably appoints the Association, acting by the Board of Directors, as the sole 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, percentage rent is payable by the sublessee to the sublessor. The amount of percentage rent is determined by subtracting the minimum rent payable from the aggregate total of the percentage rent computed in accordance with the provisions of the CCD. Percentage rent is payable at the following percentage rates on the following categories of income:

(i) If and to the extent that any apartment or any portion thereof (excluding the commercial units described below) is devoted to retail sales of merchandise, the sublessee must pay a percentage rent of 2.2% of the yearly gross sales of all merchandise sold in, upon or from the sublessee's apartment. With respect to commercial units LL-1, LL-2, LL-3 and LL-13 only, the sublessee must pay a percentage rent equal to 10% of the yearly adjusted gross income from the sublessee's apartment. With respect to commercial units LL-14, 114 and 214 (Ross Stores), commencing on May 24, 2009, and continuing for the remainder of the term, the sublessee must pay a percentage rent equal to 1.5% of the gross sales of Ross Stores, as tenant of any portion of such commercial units, to the extent such gross sales exceed \$4,000,000 in any year. With respect to commercial units 113 and 213 (Longs), commencing on May 24, 2009, and continuing for the remainder of the term, the sublessee must pay a percentage rent equal to 0.5% of the gross sales of Longs Drug Stores, Inc., as tenant of any portion of such commercial units, to the extent such gross sales exceed \$8,000,000 in any year.

(ii) If at any time the sublessee's apartment participates in a hotel operation established in the project, the

sublessee must pay percentage rents at the following rates on the total gross revenues from the sublessee's apartment in the hotel operation [and the percentage rent described in the immediately preceding subparagraph (e)(i) shall not apply to the sublessee's apartment so long as the sublessee's apartment is part of the hotel operation]:

(1) For any period prior to January 1, 1995,
2.0% of total gross revenues.

(2) For any period in calendar year 1995, 2.2%
of total gross revenues.

(3) For any period in calendar year 1996, 2.4%
of total gross revenues.

(4) For any period in calendar year 1997, 2.6%
of total gross revenues.

(5) For any period in calendar year 1998, 2.8%
of total gross revenues.

(6) For any period beginning January 1, 1999, and ending January 31, 2013, 3% of total gross revenues.

(7) For the next eight (8) successive 5-year periods, the percentage rent payable on the total gross revenues from the sublessee's apartment in the hotel operation shall be determined in accordance with the renegotiation provision of the Master Lease. By the provisions of the CCD, each sublessee irrevocably appoints the Association, acting by the Board of Directors, as the sole agent of the sublessee with full power and authority to act on the sublessee's behalf regarding all matters concerning the determination of percentage rent rates for each of the 5-year periods described in the preceding sentence.

(8) Nothing in the CCD shall be deemed to obligate the sublessee to use or include the sublessee's apartment in the hotel operation, nor shall the sublessee be obligated to continue use of the sublessee's apartment in the hotel operation. Any decision to use or to terminate the use of the sublessee's apartment in the hotel operation shall be made by the sublessee in the sublessee's sole discretion.

(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 the 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 in the CCD and is not intended to describe all of the provisions in detail. It is incumbent upon the prospective buyer to read the entire CCD with care.

kkh/MKSExePtnr/ExecCntr/ExhB

SCHEDULE OF ANNUAL LEASE RENT FOR EACH APARTMENT

The first fixed minimum rental period expired on January 31, 1993.

<u>Apartment No.</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>
201	\$1,189.86	\$1,784.78	\$1,790.88
202	2,034.34	3,051.51	3,061.94
203	1,787.01	2,680.52	2,689.68
204	1,423.82	2,135.73	2,143.02
205	828.89	1,243.33	1,247.58
206	1,559.74	2,339.61	2,347.60
207	2,203.68	3,305.53	3,316.83
208	1,047.25	1,570.88	1,576.25
209	1,047.25	1,570.88	1,576.25
210	1,798.15	2,697.23	2,706.45
211	1,653.32	2,479.98	2,488.46
212	1,189.86	1,784.78	1,790.88
301	1,169.80	1,754.70	1,760.70
302	1,229.96	1,844.95	1,851.25
303	1,194.31	1,791.47	1,797.59
305	891.28	1,336.92	1,341.49
306	1,590.93	2,386.40	2,394.55
307	1,290.12	1,935.19	1,941.80
308	1,013.83	1,520.74	1,525.94
309	1,013.83	1,520.74	1,525.94
310	1,314.63	1,971.95	1,978.69
311	1,314.63	1,971.95	1,978.69
312	1,169.80	1,754.70	1,760.70
401	1,169.80	1,754.70	1,760.70
402	1,229.96	1,844.95	1,851.25
403	1,194.31	1,791.47	1,797.59
404	1,599.84	2,399.77	2,407.97
405	828.89	1,243.33	1,247.58
406	1,914.02	2,871.03	2,880.84
407	1,394.85	2,092.28	2,099.43
408	1,062.85	1,594.27	1,599.72
409	1,062.85	1,594.27	1,599.72
410	1,314.63	1,971.95	1,978.69
411	1,314.63	1,971.95	1,978.69
412	1,169.80	1,754.70	1,760.70
501	1,169.80	1,754.70	1,760.70
502	1,229.96	1,844.95	1,851.25
503	1,194.31	1,791.47	1,797.59

EXHIBIT "C"

<u>Apartment No.</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>
504	842.26	1,263.39	1,267.70
505	828.89	1,243.33	1,247.58
506	1,914.02	2,871.03	2,880.84
507	1,394.85	2,092.28	2,099.43
508	1,062.85	1,594.27	1,599.72
509	1,062.85	1,594.27	1,599.72
510	1,314.63	1,971.95	1,978.69
511	1,314.63	1,971.95	1,978.69
512	1,169.80	1,754.70	1,760.70
601	1,169.80	1,754.70	1,760.70
602	1,229.96	1,844.95	1,851.25
603	1,194.31	1,791.47	1,797.59
604	1,599.84	2,399.77	2,407.97
605	828.89	1,243.33	1,247.58
606	1,914.02	2,871.03	2,880.84
607	1,394.85	2,092.28	2,099.43
608	1,062.85	1,594.27	1,599.72
609	1,062.85	1,594.27	1,599.72
610	1,314.63	1,971.95	1,978.69
611	1,314.63	1,971.95	1,978.69
612	1,169.80	1,754.70	1,760.70
701	1,169.80	1,754.70	1,760.70
702	1,229.96	1,844.95	1,851.25
703	1,194.31	1,791.47	1,797.59
704	1,599.84	2,399.77	2,407.97
705	828.89	1,243.33	1,247.58
706	1,914.02	2,871.03	2,880.84
707	1,394.85	2,092.28	2,099.43
708	1,062.85	1,594.27	1,599.72
709	1,062.85	1,594.27	1,599.72
710	1,314.63	1,971.95	1,978.69
711	1,314.63	1,971.95	1,978.69
712	1,169.80	1,754.70	1,760.70
801	1,169.80	1,754.70	1,760.70
802	1,229.96	1,844.95	1,851.25
803	1,194.31	1,791.47	1,797.59
804	1,599.84	2,399.77	2,407.97
805	828.89	1,243.33	1,247.58
806	1,914.02	2,871.03	2,880.84
807	1,394.85	2,092.28	2,099.43
808	1,062.85	1,594.27	1,599.72
809	1,062.85	1,594.27	1,599.72
810	1,314.63	1,971.95	1,978.69
811	1,314.63	1,971.95	1,978.69
812	1,169.80	1,754.70	1,760.70
901	1,169.80	1,754.70	1,760.70

<u>Apartment No.</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>
902	1,229.96	1,844.95	1,851.25
903	1,194.31	1,791.47	1,797.59
904	1,599.84	2,399.77	2,407.97
905	828.89	1,243.33	1,247.58
906	1,914.02	2,871.03	2,880.84
907	1,394.85	2,092.28	2,099.43
908	1,062.85	1,594.27	1,599.72
909	1,062.85	1,594.27	1,599.72
910	1,314.63	1,971.95	1,978.69
911	1,314.63	1,971.95	1,978.69
912	1,169.80	1,754.70	1,760.70
1001	1,169.80	1,754.70	1,760.70
1002	1,229.96	1,844.95	1,851.25
1003	1,194.31	1,791.47	1,797.59
1004	1,599.84	2,399.77	2,407.97
1005	828.89	1,243.33	1,247.58
1006	1,914.02	2,871.03	2,880.84
1007	1,394.85	2,092.28	2,099.43
1008	1,062.85	1,594.27	1,599.72
1009	1,062.85	1,594.27	1,599.72
1010	1,314.63	1,971.95	1,978.69
1011	1,314.63	1,971.95	1,978.69
1012	1,169.80	1,754.70	1,760.70
1101	1,169.80	1,754.70	1,760.70
1102	1,229.96	1,844.95	1,851.25
1103	1,194.31	1,791.47	1,797.59
1104	2,047.71	3,071.57	3,082.07
1105	828.89	1,243.33	1,247.58
1106	1,914.02	2,871.03	2,880.84
1107	1,394.85	2,092.28	2,099.43
1108	1,062.85	1,594.27	1,599.72
1109	1,062.85	1,594.27	1,599.72
1110	1,314.63	1,971.95	1,978.69
1111	1,314.63	1,971.95	1,978.69
1112	1,169.80	1,754.70	1,760.70
1113	2,435.14	3,652.71	3,665.19
1114	2,435.14	3,652.71	3,665.19
1115	2,435.14	3,652.71	3,665.19
1116	2,572.43	3,858.65	3,871.84
1117	2,572.43	3,858.65	3,871.84
1118	2,435.14	3,652.71	3,665.19
1119	2,435.14	3,652.71	3,665.19
1120	2,435.14	3,652.71	3,665.19
1121	2,572.43	3,858.65	3,871.84
1122	2,572.43	3,858.65	3,871.84
1123	2,233.00	3,349.51	3,360.95
1124	2,435.14	3,652.71	3,665.19

<u>Apartment No.</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>
1125	2,358.86	3,538.29	3,550.38
1126	2,572.43	3,858.65	3,871.84
1127	2,572.43	3,858.65	3,871.84
1128	2,435.14	3,652.71	3,665.19
1129	2,435.14	3,652.71	3,665.19
1130	2,435.14	3,652.71	3,665.19
1201	1,169.80	1,754.70	1,760.70
1202	1,229.96	1,844.95	1,851.25
1203	1,194.31	1,791.47	1,797.59
1204	1,700.11	2,550.17	2,558.89
1205	828.89	1,243.33	1,247.58
1206	1,914.02	2,871.03	2,880.84
1207	1,394.85	2,092.28	2,099.43
1208	1,062.85	1,594.27	1,599.72
1209	1,062.85	1,594.27	1,599.72
1210	1,314.63	1,971.95	1,978.69
1211	1,314.63	1,971.95	1,978.69
1212	1,169.80	1,754.70	1,760.70
1213	2,908.05	4,362.08	4,376.99
1214	2,908.05	4,362.08	4,376.99
1215	2,908.05	4,362.08	4,376.99
1216	3,707.05	5,560.58	5,579.59
1217	2,908.05	4,362.08	4,376.99
1218	2,908.05	4,362.08	4,376.99
1219	2,908.05	4,362.08	4,376.99
1220	3,707.05	5,560.58	5,579.59
1221	2,709.73	4,064.60	4,078.49
1222	2,908.05	4,362.08	4,376.99
1223	2,908.05	4,362.08	4,376.99
1224	3,707.05	5,560.58	5,579.59
1225	2,908.05	4,362.08	4,376.99
1226	2,908.05	4,362.08	4,376.99
1227	2,908.05	4,362.08	4,376.99
1301	1,169.80	1,754.70	1,760.70
1302	1,372.57	2,058.85	2,065.89
1303	1,316.86	1,975.30	1,982.05
1304	1,002.69	1,504.03	1,509.17
1305	1,209.91	1,814.87	1,821.07
1306	1,653.32	2,479.98	2,488.46
1307	1,778.10	2,667.15	2,676.27
1308	1,270.07	1,905.11	1,911.62
1309	1,036.11	1,554.17	1,559.48
1310	1,448.33	2,172.49	2,179.92
1311	1,448.33	2,172.49	2,179.92
1312	1,169.80	1,754.70	1,760.70
1401	1,169.80	1,754.70	1,760.70

<u>Apartment No.</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>
1402	1,372.57	2,058.85	2,065.89
1403	1,316.86	1,975.30	1,982.05
1404	1,002.69	1,504.03	1,509.17
1405	1,209.91	1,814.87	1,821.07
1406	1,336.92	2,005.38	2,012.23
1407	1,778.10	2,667.15	2,676.27
1408	1,270.07	1,905.11	1,911.62
1409	1,036.11	1,554.17	1,559.48
1410	1,448.33	2,172.49	2,179.92
1411	1,448.33	2,172.49	2,179.92
1412	1,169.80	1,754.70	1,760.70
1501	1,169.80	1,754.70	1,760.70
1502	1,372.57	2,058.85	2,065.89
1503	1,316.86	1,975.30	1,982.05
1504	1,002.69	1,504.03	1,509.17
1505	1,209.91	1,814.87	1,821.07
1506	1,778.10	2,667.15	2,676.27
1507	1,778.10	2,667.15	2,676.27
1508	1,270.07	1,905.11	1,911.62
1509	1,036.11	1,554.17	1,559.48
1510	1,448.33	2,172.49	2,179.92
1511	1,448.33	2,172.49	2,179.92
1512	1,169.80	1,754.70	1,760.70
1601	1,169.80	1,754.70	1,760.70
1602	1,372.57	2,058.85	2,065.89
1603	1,316.86	1,975.30	1,982.05
1604	1,002.69	1,504.03	1,509.17
1605	1,209.91	1,814.87	1,821.07
1606	1,778.10	2,667.15	2,676.27
1607	1,778.10	2,667.15	2,676.27
1608	1,270.07	1,905.11	1,911.62
1609	1,036.11	1,554.17	1,559.48
1610	1,448.33	2,172.49	2,179.92
1611	1,448.33	2,172.49	2,179.92
1612	1,169.80	1,754.70	1,760.70
1701	1,169.80	1,754.70	1,760.70
1702	1,372.57	2,058.85	2,065.89
1703	1,316.86	1,975.30	1,982.05
1704	1,002.69	1,504.03	1,509.17
1705	1,209.91	1,814.87	1,821.07
1706	1,778.10	2,667.15	2,676.27
1707	1,778.10	2,667.15	2,676.27
1708	1,270.07	1,905.11	1,911.62
1709	1,036.11	1,554.17	1,559.48
1710	1,448.33	2,172.49	2,179.92
1711	1,448.33	2,172.49	2,179.92

<u>Apartment No.</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>
1712	1,169.80	1,754.70	1,760.70
1801	1,169.80	1,754.70	1,760.70
1802	1,372.57	2,058.85	2,065.89
1803	1,316.86	1,975.30	1,982.05
1804	1,002.69	1,504.03	1,509.17
1805	1,209.91	1,814.87	1,821.07
1806	1,778.10	2,667.15	2,676.27
1807	1,778.10	2,667.15	2,676.27
1808	1,270.07	1,905.11	1,911.62
1809	1,036.11	1,554.17	1,559.48
1810	1,448.33	2,172.49	2,179.92
1811	1,448.33	2,172.49	2,179.92
1812	1,169.80	1,754.70	1,760.70
1901	1,169.80	1,754.70	1,760.70
1902	1,372.57	2,058.85	2,065.89
1903	1,316.86	1,975.30	1,982.05
1904	1,002.69	1,504.03	1,509.17
1905	1,209.91	1,814.87	1,821.07
1906	1,778.10	2,667.15	2,676.27
1907	1,778.10	2,667.15	2,676.27
1908	1,270.07	1,905.11	1,911.62
1909	1,036.11	1,554.17	1,559.48
1910	1,448.33	2,172.49	2,179.92
1911	1,448.33	2,172.49	2,179.92
1912	1,169.80	1,754.70	1,760.70
2001	1,169.80	1,754.70	1,760.70
2002	1,372.57	2,058.85	2,065.89
2003	1,316.86	1,975.30	1,982.05
2004	1,002.69	1,504.03	1,509.17
2005	1,209.91	1,814.87	1,821.07
2006	1,778.10	2,667.15	2,676.27
2007	1,778.10	2,667.15	2,676.27
2008	1,270.07	1,905.11	1,911.62
2009	1,036.11	1,554.17	1,559.48
2010	1,448.33	2,172.49	2,179.92
2011	1,448.33	2,172.49	2,179.92
2012	1,169.80	1,754.70	1,760.70
2101	1,169.80	1,754.70	1,760.70
2102	1,372.57	2,058.85	2,065.89
2103	1,316.86	1,975.30	1,982.05
2104	1,002.69	1,504.03	1,509.17
2105	1,209.91	1,814.87	1,821.07
2106	1,778.10	2,667.15	2,676.27
2107	1,778.10	2,667.15	2,676.27
2108	1,270.07	1,905.11	1,911.62
2109	1,036.11	1,554.17	1,559.48

<u>Apartment No.</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>
2110	1,448.33	2,172.49	2,179.92
2111	1,448.33	2,172.49	2,179.92
2112	1,169.80	1,754.70	1,760.70
2201	1,169.80	1,754.70	1,760.70
2202	1,372.57	2,058.85	2,065.89
2203	1,316.86	1,975.30	1,982.05
2204	1,002.69	1,504.03	1,509.17
2205	1,209.91	1,814.87	1,821.07
2206	1,778.10	2,667.15	2,676.27
2207	1,778.10	2,667.15	2,676.27
2208	1,270.07	1,905.11	1,911.62
2209	1,036.11	1,554.17	1,559.48
2210	1,448.33	2,172.49	2,179.92
2211	1,448.33	2,172.49	2,179.92
2212	1,169.80	1,754.70	1,760.70
2301	1,169.80	1,754.70	1,760.70
2302	1,372.57	2,058.85	2,065.89
2303	1,316.86	1,975.30	1,982.05
2304	1,002.69	1,504.03	1,509.17
2305	1,209.91	1,814.87	1,821.07
2306	1,778.10	2,667.15	2,676.27
2307	1,778.10	2,667.15	2,676.27
2308	1,270.07	1,905.11	1,911.62
2309	1,036.11	1,554.17	1,559.48
2310	1,448.33	2,172.49	2,179.92
2311	1,448.33	2,172.49	2,179.92
2312	1,169.80	1,754.70	1,760.70
2401	1,169.80	1,754.70	1,760.70
2402	1,372.57	2,058.85	2,065.89
2403	1,316.86	1,975.30	1,982.05
2404	1,002.69	1,504.03	1,509.17
2405	1,209.91	1,814.87	1,821.07
2406	1,778.10	2,667.15	2,676.27
2407	1,778.10	2,667.15	2,676.27
2408	1,270.07	1,905.11	1,911.62
2409	1,036.11	1,554.17	1,559.48
2410	1,448.33	2,172.49	2,179.92
2411	1,448.33	2,172.49	2,179.92
2412	1,169.80	1,754.70	1,760.70
2501	1,169.80	1,754.70	1,760.70
2502	1,372.57	2,058.85	2,065.89
2503	1,316.86	1,975.30	1,982.05
2504	1,002.69	1,504.03	1,509.17
2505	1,209.91	1,814.87	1,821.07
2506	1,778.10	2,667.15	2,676.27
2507	1,778.10	2,667.15	2,676.27

<u>Apartment No.</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>
2508	1,270.07	1,905.11	1,911.62
2509	1,036.11	1,554.17	1,559.48
2510	1,448.33	2,172.49	2,179.92
2511	1,448.33	2,172.49	2,179.92
2512	1,169.80	1,754.70	1,760.70
2601	1,169.80	1,754.70	1,760.70
2602	1,372.57	2,058.85	2,065.89
2603	1,316.86	1,975.30	1,982.05
2604	1,002.69	1,504.03	1,509.17
2605	1,209.91	1,814.87	1,821.07
2606	1,778.10	2,667.15	2,676.27
2607	1,778.10	2,667.15	2,676.27
2608	1,270.07	1,905.11	1,911.62
2609	1,036.11	1,554.17	1,559.48
2610	1,448.33	2,172.49	2,179.92
2611	1,448.33	2,172.49	2,179.92
2612	1,169.80	1,754.70	1,760.70
2701	1,169.80	1,754.70	1,760.70
2702	1,372.57	2,058.85	2,065.89
2703	1,316.86	1,975.30	1,982.05
2704	1,002.69	1,504.03	1,509.17
2705	1,209.91	1,814.87	1,821.07
2706	1,778.10	2,667.15	2,676.27
2707	1,778.10	2,667.15	2,676.27
2708	1,270.07	1,905.11	1,911.62
2709	1,036.11	1,554.17	1,559.48
2710	1,448.33	2,172.49	2,179.92
2711	1,448.33	2,172.49	2,179.92
2712	1,169.80	1,754.70	1,760.70
2801	1,169.80	1,754.70	1,760.70
2802	1,372.57	2,058.85	2,065.89
2803	1,316.86	1,975.30	1,982.05
2804	1,002.69	1,504.03	1,509.17
2805	1,209.91	1,814.87	1,821.07
2806	1,778.10	2,667.15	2,676.27
2807	1,778.10	2,667.15	2,676.27
2808	1,270.07	1,905.11	1,911.62
2809	1,036.11	1,554.17	1,559.48
2810	1,448.33	2,172.49	2,179.92
2811	1,448.33	2,172.49	2,179.92
2812	1,169.80	1,754.70	1,760.70
2901	1,169.80	1,754.70	1,760.70
2902	1,372.57	2,058.85	2,065.89
2903	1,316.86	1,975.30	1,982.05
2904	1,002.69	1,504.03	1,509.17
2905	1,209.91	1,814.87	1,821.07

<u>Apartment No.</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>
2906	1,778.10	2,667.15	2,676.27
2907	1,778.10	2,667.15	2,676.27
2908	1,270.07	1,905.11	1,911.62
2909	1,036.11	1,554.17	1,559.48
2910	1,448.33	2,172.49	2,179.92
2911	1,448.33	2,172.49	2,179.92
2912	1,169.80	1,754.70	1,760.70
3001	1,169.80	1,754.70	1,760.70
3002	1,372.57	2,058.85	2,065.89
3003	1,316.86	1,975.30	1,982.05
3004	1,002.69	1,504.03	1,509.17
3005	1,209.91	1,814.87	1,821.07
3006	1,778.10	2,667.15	2,676.27
3007	1,778.10	2,667.15	2,676.27
3008	1,270.07	1,905.11	1,911.62
3009	1,036.11	1,554.17	1,559.48
3010	1,448.33	2,172.49	2,179.92
3011	1,448.33	2,172.49	2,179.92
3012	1,169.80	1,754.70	1,760.70
3101	1,169.80	1,754.70	1,760.70
3102	1,372.57	2,058.85	2,065.89
3103	1,316.86	1,975.30	1,982.05
3104	1,002.69	1,504.03	1,509.17
3105	1,209.91	1,814.87	1,821.07
3106	1,778.10	2,667.15	2,676.27
3107	1,778.10	2,667.15	2,676.27
3108	1,270.07	1,905.11	1,911.62
3109	1,036.11	1,554.17	1,559.48
3110	1,448.33	2,172.49	2,179.92
3111	1,448.33	2,172.49	2,179.92
3112	1,169.80	1,754.70	1,760.70
3201	1,169.80	1,754.70	1,760.70
3202	1,372.57	2,058.85	2,065.89
3203	1,316.86	1,975.30	1,982.05
3204	1,002.69	1,504.03	1,509.17
3205	1,209.91	1,814.87	1,821.07
3206	1,778.10	2,667.15	2,676.27
3207	1,778.10	2,667.15	2,676.27
3208	1,270.07	1,905.11	1,911.62
3209	1,036.11	1,554.17	1,559.48
3210	1,448.33	2,172.49	2,179.92
3211	1,448.33	2,172.49	2,179.92
3212	1,169.80	1,754.70	1,760.70
3301	1,169.80	1,754.70	1,760.70
3302	1,372.57	2,058.85	2,065.89
3303	1,316.86	1,975.30	1,982.05

EXHIBIT "C"

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<u>Apartment No.</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>
3304	1,002.69	1,504.03	1,509.17
3305	1,209.91	1,814.87	1,821.07
3306	1,778.10	2,667.15	2,676.27
3307	1,778.10	2,667.15	2,676.27
3308	1,270.07	1,905.11	1,911.62
3309	1,036.11	1,554.17	1,559.48
3310	1,448.33	2,172.49	2,179.92
3311	1,448.33	2,172.49	2,179.92
3312	1,169.80	1,754.70	1,760.70
3401	1,169.80	1,754.70	1,760.70
3402	1,372.57	2,058.85	2,065.89
3403	1,316.86	1,975.30	1,982.05
3404	1,002.69	1,504.03	1,509.17
3405	1,209.91	1,814.87	1,821.07
3406	1,778.10	2,667.15	2,676.27
3407	1,778.10	2,667.15	2,676.27
3408	1,270.07	1,905.11	1,911.62
3409	1,036.11	1,554.17	1,559.48
3410	1,448.33	2,172.49	2,179.92
3411	1,448.33	2,172.49	2,179.92
3412	1,169.80	1,754.70	1,760.70
3501	1,169.80	1,754.70	1,760.70
3502	1,372.57	2,058.85	2,065.89
3503	1,316.86	1,975.30	1,982.05
3504	1,002.69	1,504.03	1,509.17
3505	1,209.91	1,814.87	1,821.07
3506	1,778.10	2,667.15	2,676.27
3507	1,778.10	2,667.15	2,676.27
3508	1,270.07	1,905.11	1,911.62
3509	1,036.11	1,554.17	1,559.48
3510	1,448.33	2,172.49	2,179.92
3511	1,448.33	2,172.49	2,179.92
3512	1,169.80	1,754.70	1,760.70
3601	1,169.80	1,754.70	1,760.70
3602	1,372.57	2,058.85	2,065.89
3603	1,316.86	1,975.30	1,982.05
3604	1,002.69	1,504.03	1,509.17
3605	1,209.91	1,814.87	1,821.07
3606	1,778.10	2,667.15	2,676.27
3607	1,778.10	2,667.15	2,676.27
3608	1,270.07	1,905.11	1,911.62
3609	1,036.11	1,554.17	1,559.48
3610	1,448.33	2,172.49	2,179.92
3611	1,448.33	2,172.49	2,179.92
3612	1,169.80	1,754.70	1,760.70
3701	1,169.80	1,754.70	1,760.70

<u>Apartment No.</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>
3702	1,372.57	2,058.85	2,065.89
3703	1,316.86	1,975.30	1,982.05
3704	1,002.69	1,504.03	1,509.17
3705	1,209.91	1,814.87	1,821.07
3706	1,778.10	2,667.15	2,676.27
3707	1,778.10	2,667.15	2,676.27
3708	1,270.07	1,905.11	1,811.62
3709	1,036.11	1,554.17	1,559.48
3710	1,448.33	2,172.49	2,179.92
3711	1,448.33	2,172.49	2,179.92
3712	1,169.80	1,754.70	1,760.70
3801	1,169.80	1,754.70	1,760.70
3802	1,372.57	2,058.85	2,065.89
3803	1,316.86	1,975.30	1,982.05
3804	1,002.69	1,504.03	1,509.17
3805	1,209.91	1,814.87	1,821.07
3806	1,778.10	2,667.15	2,676.27
3807	1,778.10	2,667.15	2,676.27
3808	1,270.07	1,905.11	1,911.62
3809	1,036.11	1,554.17	1,559.48
3810	1,448.33	2,172.49	2,179.92
3811	1,448.33	2,172.49	2,179.92
3812	1,169.80	1,754.70	1,760.70
3901	1,169.80	1,754.70	1,760.70
3902	1,372.57	2,058.85	2,065.89
3903	1,316.86	1,975.30	1,982.05
3904	1,002.69	1,504.03	1,509.17
3905	1,209.91	1,814.87	1,821.07
3906	1,778.10	2,667.15	2,676.27
3907	1,778.10	2,667.15	2,676.27
3908	1,270.07	1,905.11	1,911.62
3909	1,036.11	1,554.17	1,559.48
3910	1,448.33	2,172.49	2,179.92
3911	1,448.33	2,172.49	2,179.92
3912	1,169.80	1,754.70	1,760.70
4001	1,169.80	1,754.70	1,760.70
4002	1,372.57	2,058.85	2,065.89
4003	2,408.68	3,613.02	3,625.37
4005	1,209.91	1,814.87	1,821.07
4006	1,778.10	2,667.15	2,676.27
4007	1,778.10	2,667.15	2,676.27
4008	1,270.07	1,905.11	1,911.62
4009	1,036.11	1,554.17	1,559.48
4010	1,448.33	2,172.49	2,179.92
4011	1,448.33	2,172.49	2,179.92
4012	1,169.80	1,754.70	1,760.70
Penthouse (4100)	7,516.44	11,274.67	11,313.20

PARKING UNIT ANNUAL LEASE RENT SCHEDULE

The first fixed minimum rental period expired on January 31, 1993.

<u>Floor</u>	<u>Parking Unit No.</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>
3	1	0.86	1.30	1.30
3	2	0.86	1.30	1.30
3	3	0.86	1.30	1.30
3	4	0.86	1.30	1.30
3	5	0.86	1.30	1.30
3	6	0.86	1.30	1.30
3	7	0.86	1.30	1.30
3	8 (C)	0.86	1.30	1.30
3	9 (C)	0.86	1.30	1.30
3	10	0.86	1.30	1.30
3	11	0.86	1.30	1.30
3	12	0.86	1.30	1.30
3	13	0.86	1.30	1.30
3	14	0.86	1.30	1.30
3	15	0.86	1.30	1.30
3	16	0.86	1.30	1.30
3	17	0.86	1.30	1.30
3	18	0.86	1.30	1.30
3	19 (C)	0.86	1.30	1.30
3	23	0.86	1.30	1.30
3	24	0.86	1.30	1.30
3	25	0.86	1.30	1.30
3	26	0.86	1.30	1.30
3	27	0.86	1.30	1.30
3	28	0.86	1.30	1.30
3	29 (C)	0.86	1.30	1.30
3	32 (C)	0.86	1.30	1.30
3	33 (T)	1.05	1.58	1.58
3	34 (T)	1.05	1.58	1.58
3	35 (C) (T)	1.04	1.57	1.57
3	36 (C)	0.86	1.30	1.30
3	37	0.86	1.30	1.30
3	38	0.86	1.30	1.30
3	39	0.86	1.30	1.30
3	40	0.86	1.30	1.30
3	41	0.86	1.30	1.30
3	42	0.86	1.30	1.30
3	43	0.86	1.30	1.30
3	44	0.86	1.30	1.30
3	46	0.86	1.30	1.30
3	47	0.86	1.30	1.30

<u>Floor</u>	<u>Parking Unit No.</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>
3	48	0.86	1.30	1.30
3	49	0.86	1.30	1.30
3	50	0.86	1.30	1.30
3	51 (C)	0.86	1.30	1.30
3	52 (C)	0.86	1.30	1.30
3	53	0.86	1.30	1.30
3	54	0.86	1.30	1.30
3	55	0.86	1.30	1.30
3	56	0.86	1.30	1.30
3	57	0.86	1.30	1.30
3	58	0.86	1.30	1.30
3	59	0.86	1.30	1.30
3	60	0.86	1.30	1.30
3	61	0.86	1.30	1.30
3	62	0.86	1.30	1.30
3	63	0.86	1.30	1.30
3	64	0.86	1.30	1.30
3	65	0.86	1.30	1.30
3	66	0.86	1.30	1.30
3	67	0.86	1.30	1.30
3	68 (C)	0.86	1.30	1.30
3	69	0.86	1.30	1.30
3	70	0.86	1.30	1.30
3	71	0.86	1.30	1.30
3	72	0.86	1.30	1.30
3	76	0.86	1.30	1.30
3	78	0.86	1.30	1.30
3	79	0.86	1.30	1.30
3	82	0.86	1.30	1.30
3	83	0.86	1.30	1.30
3	84	0.86	1.30	1.30
3	86 (C)	0.86	1.30	1.30
3	87	0.86	1.30	1.30
3	88	0.86	1.30	1.30
3	89	0.86	1.30	1.30
3	90	0.86	1.30	1.30
3	91	0.86	1.30	1.30
3	94	0.86	1.30	1.30
3	95	0.86	1.30	1.30
3	96 (C)	0.86	1.30	1.30
3	97 (C)	0.86	1.30	1.30
3	98 (C)	0.86	1.30	1.30
3	99 (C)	0.86	1.30	1.30
3	100	0.86	1.30	1.30
3	101	0.86	1.30	1.30
3	102	0.86	1.30	1.30

<u>Floor</u>	<u>Parking Unit No.</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>
3	103	0.86	1.30	1.30
3	104	0.86	1.30	1.30
3	105	0.86	1.30	1.30
3	106	0.86	1.30	1.30
3	107	0.86	1.30	1.30
3	108	0.86	1.30	1.30
3	109 (C)	0.86	1.30	1.30
4	1	0.86	1.30	1.30
4	2	0.86	1.30	1.30
4	3	0.86	1.30	1.30
4	4	0.86	1.30	1.30
4	5	0.86	1.30	1.30
4	6	0.86	1.30	1.30
4	7	0.86	1.30	1.30
4	8	0.86	1.30	1.30
4	9	0.86	1.30	1.30
4	10 (C)	0.86	1.30	1.30
4	11	0.86	1.30	1.30
4	12	0.86	1.30	1.30
4	13	0.86	1.30	1.30
4	14	0.86	1.30	1.30
4	15	0.86	1.30	1.30
4	16	0.86	1.30	1.30
4	17	0.86	1.30	1.30
4	18	0.86	1.30	1.30
4	19	0.86	1.30	1.30
4	20 (C)	0.86	1.30	1.30
4	21 (C)	0.86	1.30	1.30
4	22 (C)	0.86	1.30	1.30
4	23 (C)	0.86	1.30	1.30
4	24	0.86	1.30	1.30
4	25	0.86	1.30	1.30
4	26	0.86	1.30	1.30
4	27	0.86	1.30	1.30
4	28	0.86	1.30	1.30
4	29	0.86	1.30	1.30
4	30	0.86	1.30	1.30
4	31	0.86	1.30	1.30
4	32	0.86	1.30	1.30
4	33 (C)	0.86	1.30	1.30
4	34 (T)	1.05	1.58	1.58
4	35 (T)	1.05	1.58	1.58
4	36 (C)(T)	1.04	1.56	1.56
4	37	0.86	1.30	1.30
4	38	0.86	1.30	1.30

<u>Floor</u>	<u>Parking Unit No.</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>
4	39	0.86	1.30	1.30
4	40	0.86	1.30	1.30
4	41 (A)	0.86	1.30	1.30
4	42	0.86	1.30	1.30
4	43	0.86	1.30	1.30
4	44	0.86	1.30	1.30
4	45	0.86	1.30	1.30
4	46	0.86	1.30	1.30
4	47	0.86	1.30	1.30
4	48	0.86	1.30	1.30
4	49	0.86	1.30	1.30
4	50	0.86	1.30	1.30
4	51	0.86	1.30	1.30
4	52 (C)	0.86	1.30	1.30
4	53 (C)	0.86	1.30	1.30
4	54	0.86	1.30	1.30
4	55	0.86	1.30	1.30
4	56	0.86	1.30	1.30
4	57	0.86	1.30	1.30
4	58	0.86	1.30	1.30
4	59	0.86	1.30	1.30
4	60	0.86	1.30	1.30
4	61	0.86	1.30	1.30
4	62	0.86	1.30	1.30
4	63	0.86	1.30	1.30
4	64	0.86	1.30	1.30
4	65	0.86	1.30	1.30
4	66	0.86	1.30	1.30
4	67	0.86	1.30	1.30
4	68	0.86	1.30	1.30
4	69 (C)	0.86	1.30	1.30
4	70 (C)	0.86	1.30	1.30
4	71	0.86	1.30	1.30
4	72	0.86	1.30	1.30
4	73	0.86	1.30	1.30
4	74	0.86	1.30	1.30
4	75	0.86	1.30	1.30
4	76	0.86	1.30	1.30
4	77	0.86	1.30	1.30
4	78	0.86	1.30	1.30
4	79	0.86	1.30	1.30
4	80	0.86	1.30	1.30
4	81	0.86	1.30	1.30
4	82	0.86	1.30	1.30
4	83	0.86	1.30	1.30
4	84	0.86	1.30	1.30

<u>Floor</u>	<u>Parking Unit No.</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>
4	85	0.86	1.30	1.30
4	86	0.86	1.30	1.30
4	87 (C)	0.86	1.30	1.30
4	88	0.86	1.30	1.30
4	89	0.86	1.30	1.30
4	90	0.86	1.30	1.30
4	91	0.86	1.30	1.30
4	92	0.86	1.30	1.30
4	93	0.86	1.30	1.30
4	94	0.86	1.30	1.30
4	95	0.86	1.30	1.30
4	96	0.86	1.30	1.30
4	97 (C)	0.86	1.30	1.30
4	98 (C)	0.86	1.30	1.30
4	99 (C)	0.86	1.30	1.30
4	100	0.86	1.30	1.30
4	101	0.86	1.30	1.30
4	102	0.86	1.30	1.30
4	103	0.86	1.30	1.30
4	104	0.86	1.30	1.30
4	105	0.86	1.30	1.30
4	106	0.86	1.30	1.30
4	107	0.86	1.30	1.30
4	108	0.86	1.30	1.30
4	109	0.86	1.30	1.30
4	110	0.86	1.30	1.30
5	1	0.86	1.30	1.30
5	2	0.86	1.30	1.30
5	3	0.86	1.30	1.30
5	4	0.86	1.30	1.30
5	5	0.86	1.30	1.30
5	6	0.86	1.30	1.30
5	7	0.86	1.30	1.30
5	8	0.86	1.30	1.30
5	9	0.86	1.30	1.30
5	10 (C)	0.86	1.30	1.30
5	11	0.86	1.30	1.30
5	12	0.86	1.30	1.30
5	13	0.86	1.30	1.30
5	14	0.86	1.30	1.30
5	15	0.86	1.30	1.30
5	16	0.86	1.30	1.30
5	17	0.86	1.30	1.30
5	18	0.86	1.30	1.30
5	19	0.86	1.30	1.30

<u>Floor</u>	<u>Parking Unit No.</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>
5	20 (C)	0.86	1.30	1.30
5	21 (C)	0.86	1.30	1.30
5	22 (C)	0.86	1.30	1.30
5	23 (C)	0.86	1.30	1.30
5	24	0.86	1.30	1.30
5	25	0.86	1.30	1.30
5	26	0.86	1.30	1.30
5	27	0.86	1.30	1.30
5	28	0.86	1.30	1.30
5	28 A	0.86	1.30	1.30
5	29	0.86	1.30	1.30
5	29 A	0.86	1.30	1.30
5	29 B	0.86	1.30	1.30
5	30	0.86	1.30	1.30
5	31 (T)	1.05	1.58	1.58
5	32 (T)	1.05	1.58	1.58
5	33 (C)(T)	1.04	1.57	1.57
5	34	0.86	1.30	1.30
5	35	0.86	1.30	1.30
5	36	0.86	1.30	1.30
5	37	0.86	1.30	1.30
5	37 A	0.86	1.30	1.30
5	37 B	0.86	1.30	1.30
5	38	0.86	1.30	1.30
5	39	0.86	1.30	1.30
5	40	0.86	1.30	1.30
5	41	0.86	1.30	1.30
5	42	0.86	1.30	1.30
5	43	0.86	1.30	1.30
5	44	0.86	1.30	1.30
5	45	0.86	1.30	1.30
5	46	0.86	1.30	1.30
5	47 (C)	0.86	1.30	1.30
5	48 (C)	0.86	1.30	1.30
5	49	0.86	1.30	1.30
5	50	0.86	1.30	1.30
5	51	0.86	1.30	1.30
5	52	0.86	1.30	1.30
5	53 (C)	0.86	1.30	1.30
5	54	0.86	1.30	1.30
5	55	0.86	1.30	1.30
5	56	0.86	1.30	1.30
5	57	0.86	1.30	1.30
5	58	0.86	1.30	1.30
5	59	0.86	1.30	1.30
5	60	0.86	1.30	1.30

<u>Floor</u>	<u>Parking Unit No.</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>
5	61	0.86	1.30	1.30
5	62	0.86	1.30	1.30
5	63	0.86	1.30	1.30
5	64 (C)	0.86	1.30	1.30
5	65 (C)	0.86	1.30	1.30
5	66	0.86	1.30	1.30
5	67	0.86	1.30	1.30
5	68	0.86	1.30	1.30
5	69	0.86	1.30	1.30
5	70	0.86	1.30	1.30
5	71	0.86	1.30	1.30
5	72	0.86	1.30	1.30
5	73 (C)	0.86	1.30	1.30
5	74	0.86	1.30	1.30
5	75	0.86	1.30	1.30
5	76	0.86	1.30	1.30
5	77	0.86	1.30	1.30
5	78	1.50	2.27	2.27
5	79	1.50	2.27	2.27
5	80	1.50	2.27	2.27
5	81	1.50	2.27	2.27
5	82 (C)	0.86	1.30	1.30
5	83	0.86	1.30	1.30
5	84	0.86	1.30	1.30
5	85	0.86	1.30	1.30
5	86	0.86	1.30	1.30
5	87	0.86	1.30	1.30
5	88	0.86	1.30	1.30
5	89	0.86	1.30	1.30
5	90	0.86	1.30	1.30
5	91	0.86	1.30	1.30
5	92 (C)	0.86	1.30	1.30
5	93 (C)	0.86	1.30	1.30
5	94 (C)	0.86	1.30	1.30
5	95 (C)	0.86	1.30	1.30
5	96	0.86	1.30	1.30
5	97	0.86	1.30	1.30
5	98	0.86	1.30	1.30
5	99	0.86	1.30	1.30
5	100	0.86	1.30	1.30
5	101	0.86	1.30	1.30
5	102	0.86	1.30	1.30
5	103	0.86	1.30	1.30
5	104	0.86	1.30	1.30
5	105 (C)	0.86	1.30	1.30

<u>Floor</u>	<u>Parking Unit No.</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>
6	1	0.86	1.30	1.30
6	2	0.86	1.30	1.30
6	3	0.86	1.30	1.30
6	4	0.86	1.30	1.30
6	5	0.86	1.30	1.30
6	6	0.86	1.30	1.30
6	7	0.86	1.30	1.30
6	8	0.86	1.30	1.30
6	9	0.86	1.30	1.30
6	10 (C)	0.86	1.30	1.30
6	11	0.86	1.30	1.30
6	12	0.86	1.30	1.30
6	13	0.86	1.30	1.30
6	14	0.86	1.30	1.30
6	15	0.86	1.30	1.30
6	16	0.86	1.30	1.30
6	17	0.86	1.30	1.30
6	18	0.86	1.30	1.30
6	19	0.86	1.30	1.30
6	20 (C)	0.86	1.30	1.30
6	21 (C)	0.86	1.30	1.30
6	22 (C)	0.86	1.30	1.30
6	23 (C)	0.86	1.30	1.30
6	24	0.86	1.30	1.30
6	25	0.86	1.30	1.30
6	26	0.86	1.30	1.30
6	27	0.86	1.30	1.30
6	28	0.86	1.30	1.30
6	29	0.86	1.30	1.30
6	30	0.86	1.30	1.30
6	31	0.86	1.30	1.30
6	32	0.86	1.30	1.30
6	33 (C)	0.86	1.30	1.30
6	34 (T)	1.05	1.58	1.58
6	35 (T)	1.05	1.58	1.58
6	36 (C)(T)	1.04	1.57	1.57
6	37	0.86	1.30	1.30
6	38	0.86	1.30	1.30
6	39	0.86	1.30	1.30
6	40	0.86	1.30	1.30
6	41	0.86	1.30	1.30
6	42	0.86	1.30	1.30
6	43	0.86	1.30	1.30
6	44	0.86	1.30	1.30
6	45	0.86	1.30	1.30
6	46	0.86	1.30	1.30

<u>Floor</u>	<u>Parking Unit No.</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>
6	47	0.86	1.30	1.30
6	48	0.86	1.30	1.30
6	49	0.86	1.30	1.30
6	50	0.86	1.30	1.30
6	51	0.86	1.30	1.30
6	52	0.86	1.30	1.30
6	53 (C)	0.86	1.30	1.30
6	54 (C)	0.86	1.30	1.30
6	55	0.86	1.30	1.30
6	56	0.86	1.30	1.30
6	57	0.86	1.30	1.30
6	58	0.86	1.30	1.30
6	59	0.86	1.30	1.30
6	60 (C)	0.86	1.30	1.30
6	61	0.86	1.30	1.30
6	62	0.86	1.30	1.30
6	63	0.86	1.30	1.30
6	64	0.86	1.30	1.30
6	65	0.86	1.30	1.30
6	66	0.86	1.30	1.30
6	67	0.86	1.30	1.30
6	68	0.86	1.30	1.30
6	69	0.86	1.30	1.30
6	70 (C)	0.86	1.30	1.30
6	71 (C)	0.86	1.30	1.30
6	72	0.86	1.30	1.30
6	73	0.86	1.30	1.30
6	74	0.86	1.30	1.30
6	75	0.86	1.30	1.30
6	76	0.86	1.30	1.30
6	77	0.86	1.30	1.30
6	78	0.86	1.30	1.30
6	79	0.86	1.30	1.30
6	80	0.86	1.30	1.30
6	81	0.86	1.30	1.30
6	82	0.86	1.30	1.30
6	83	0.86	1.30	1.30
6	84	0.86	1.30	1.30
6	85	0.86	1.30	1.30
6	86	0.86	1.30	1.30
6	87	0.86	1.30	1.30
6	88 (C)	0.86	1.30	1.30
6	89	0.86	1.30	1.30
6	90	0.86	1.30	1.30
6	91	0.86	1.30	1.30
6	92	0.86	1.30	1.30

<u>Floor</u>	<u>Parking Unit No.</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>
6	93	0.86	1.30	1.30
6	94	0.86	1.30	1.30
6	95	0.86	1.30	1.30
6	96	0.86	1.30	1.30
6	97	0.86	1.30	1.30
6	98 (C)	0.86	1.30	1.30
6	99 (C)	0.86	1.30	1.30
6	100 (C)	0.86	1.30	1.30
6	101 (C)	0.86	1.30	1.30
6	102	0.86	1.30	1.30
6	103	0.86	1.30	1.30
6	104	0.86	1.30	1.30
6	105	0.86	1.30	1.30
6	106	0.86	1.30	1.30
6	107	0.86	1.30	1.30
6	108	0.86	1.30	1.30
6	109	0.86	1.30	1.30
6	110	0.86	1.30	1.30
6	111 (C)	0.86	1.30	1.30
7	1	0.86	1.30	1.30
7	2	0.86	1.30	1.30
7	3	0.86	1.30	1.30
7	4	0.86	1.30	1.30
7	5	0.86	1.30	1.30
7	6	0.86	1.30	1.30
7	7	0.86	1.30	1.30
7	8	0.86	1.30	1.30
7	9	0.86	1.30	1.30
7	10 (C)	0.86	1.30	1.30
7	11	0.86	1.30	1.30
7	12	0.86	1.30	1.30
7	13	0.86	1.30	1.30
7	14	0.86	1.30	1.30
7	15	0.86	1.30	1.30
7	16	0.86	1.30	1.30
7	17	0.86	1.30	1.30
7	18	0.86	1.30	1.30
7	19	0.86	1.30	1.30
7	20 (C)	0.86	1.30	1.30
7	21 (C)	0.86	1.30	1.30
7	22 (C)	0.86	1.30	1.30
7	23 (C)	0.86	1.30	1.30
7	24	0.86	1.30	1.30
7	25	0.86	1.30	1.30
7	26	0.86	1.30	1.30

<u>Floor</u>	<u>Parking Unit No.</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>
7	27	0.86	1.30	1.30
7	28	0.86	1.30	1.30
7	29	0.86	1.30	1.30
7	30	0.86	1.30	1.30
7	31	0.86	1.30	1.30
7	32	0.86	1.30	1.30
7	33	0.86	1.30	1.30
7	34	0.86	1.30	1.30
7	35	0.86	1.30	1.30
7	36 (C)	0.86	1.30	1.30
7	37	0.86	1.30	1.30
7	38	0.86	1.30	1.30
7	39	0.86	1.30	1.30
7	40	0.86	1.30	1.30
7	41	0.86	1.30	1.30
7	42	0.86	1.30	1.30
7	43	0.86	1.30	1.30
7	44	0.86	1.30	1.30
7	45	0.86	1.30	1.30
7	46	0.86	1.30	1.30
7	47	0.86	1.30	1.30
7	48	0.86	1.30	1.30
7	49	0.86	1.30	1.30
7	50	0.86	1.30	1.30
7	51	0.86	1.30	1.30
7	52	0.86	1.30	1.30
7	53 (C)	0.86	1.30	1.30
7	54 (C)	0.86	1.30	1.30
7	55	0.86	1.30	1.30
7	56	0.86	1.30	1.30
7	57	0.86	1.30	1.30
7	58	0.86	1.30	1.30
7	59	0.86	1.30	1.30
7	60	0.86	1.30	1.30
7	61	0.86	1.30	1.30
7	62	0.86	1.30	1.30
7	63	0.86	1.30	1.30
7	64	0.86	1.30	1.30
7	65	0.86	1.30	1.30
7	66	0.86	1.30	1.30
7	67	0.86	1.30	1.30
7	68	0.86	1.30	1.30
7	69	0.86	1.30	1.30
7	70 (C)	0.86	1.30	1.30
7	71 (C)	0.86	1.30	1.30
7	72	0.86	1.30	1.30

<u>Floor</u>	<u>Parking Unit No.</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>
7	73	0.86	1.30	1.30
7	74	0.86	1.30	1.30
7	75	0.86	1.30	1.30
7	76	0.86	1.30	1.30
7	77	0.86	1.30	1.30
7	78	0.86	1.30	1.30
7	79	0.86	1.30	1.30
7	80	0.86	1.30	1.30
7	81	0.86	1.30	1.30
7	82	0.86	1.30	1.30
7	83	0.86	1.30	1.30
7	84	0.86	1.30	1.30
7	85	0.86	1.30	1.30
7	86	0.86	1.30	1.30
7	87	0.86	1.30	1.30
7	88 (C)	0.86	1.30	1.30
7	89	0.86	1.30	1.30
7	90	0.86	1.30	1.30
7	91	0.86	1.30	1.30
7	92	0.86	1.30	1.30
7	93	0.86	1.30	1.30
7	94	0.86	1.30	1.30
7	95	0.86	1.30	1.30
7	96	0.86	1.30	1.30
7	97	0.86	1.30	1.30
7	98 (C)	0.86	1.30	1.30
7	99 (C)	0.86	1.30	1.30
7	100 (C)	0.86	1.30	1.30
7	101 (C)	0.86	1.30	1.30
7	102	0.86	1.30	1.30
7	103	0.86	1.30	1.30
7	104	0.86	1.30	1.30
7	105	0.86	1.30	1.30
7	106	0.86	1.30	1.30
7	107	0.86	1.30	1.30
7	108	0.86	1.30	1.30
7	109	0.86	1.30	1.30
7	110	0.86	1.30	1.30
7	111 (C)	0.86	1.30	1.30
8	1	0.86	1.30	1.30
8	2	0.86	1.30	1.30
8	3	0.86	1.30	1.30
8	4	0.86	1.30	1.30
8	5	0.86	1.30	1.30
8	6	0.86	1.30	1.30

<u>Floor</u>	<u>Parking Unit No.</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>
8	7	0.86	1.30	1.30
8	8	0.86	1.30	1.30
8	9	0.86	1.30	1.30
8	10 (C)	0.86	1.30	1.30
8	11	0.86	1.30	1.30
8	12	0.86	1.30	1.30
8	13	0.86	1.30	1.30
8	14	0.86	1.30	1.30
8	15	0.86	1.30	1.30
8	16	0.86	1.30	1.30
8	17	0.86	1.30	1.30
8	18	0.86	1.30	1.30
8	19	0.86	1.30	1.30
8	20 (C)	0.86	1.30	1.30
8	21 (C)	0.86	1.30	1.30
8	22 (C)	0.86	1.30	1.30
8	23 (C)	0.86	1.30	1.30
8	24	0.86	1.30	1.30
8	25	0.86	1.30	1.30
8	26	0.86	1.30	1.30
8	27	0.86	1.30	1.30
8	28	0.86	1.30	1.30
8	29	0.86	1.30	1.30
8	30	0.86	1.30	1.30
8	31	0.86	1.30	1.30
8	32	0.86	1.30	1.30
8	33	0.86	1.30	1.30
8	34	0.86	1.30	1.30
8	35	0.86	1.30	1.30
8	36 (C)	0.86	1.30	1.30
8	37	0.86	1.30	1.30
8	38	0.86	1.30	1.30
8	39	0.86	1.30	1.30
8	40	0.86	1.30	1.30
8	41	0.86	1.30	1.30
8	42	0.86	1.30	1.30
8	43	0.86	1.30	1.30
8	44	0.86	1.30	1.30
8	45	0.86	1.30	1.30
8	46	0.86	1.30	1.30
8	47	0.86	1.30	1.30
8	48	0.86	1.30	1.30
8	49	0.86	1.30	1.30
8	50	0.86	1.30	1.30
8	51	0.86	1.30	1.30
8	52	0.86	1.30	1.30

<u>Floor</u>	<u>Parking Unit No.</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>
8	53 (C)	0.86	1.30	1.30
8	54 (C)	0.86	1.30	1.30
8	55	0.86	1.30	1.30
8	56	0.86	1.30	1.30
8	57	0.86	1.30	1.30
8	58	0.86	1.30	1.30
8	59	0.86	1.30	1.30
8	60	0.86	1.30	1.30
8	61	0.86	1.30	1.30
8	62	0.86	1.30	1.30
8	63	0.86	1.30	1.30
8	64	0.86	1.30	1.30
8	65	0.86	1.30	1.30
8	66	0.86	1.30	1.30
8	67	0.86	1.30	1.30
8	68	0.86	1.30	1.30
8	69	0.86	1.30	1.30
8	70 (C)	0.86	1.30	1.30
8	71 (C)	0.86	1.30	1.30
8	72	0.86	1.30	1.30
8	73	0.86	1.30	1.30
8	74	0.86	1.30	1.30
8	75	0.86	1.30	1.30
8	76	0.86	1.30	1.30
8	77	0.86	1.30	1.30
8	78	0.86	1.30	1.30
8	79	0.86	1.30	1.30
8	80	0.86	1.30	1.30
8	81	0.86	1.30	1.30
8	82	0.86	1.30	1.30
8	83	0.86	1.30	1.30
8	84	0.86	1.30	1.30
8	85	0.86	1.30	1.30
8	86	0.86	1.30	1.30
8	87	0.86	1.30	1.30
8	88 (C)	0.86	1.30	1.30
8	89	0.86	1.30	1.30
8	90	0.86	1.30	1.30
8	91	0.86	1.30	1.30
8	92	0.86	1.30	1.30
8	93	0.86	1.30	1.30
8	94	0.86	1.30	1.30
8	95	0.86	1.30	1.30
8	96	0.86	1.30	1.30
8	97	0.86	1.30	1.30
8	98 (C)	0.86	1.30	1.30

<u>Floor</u>	<u>Parking Unit No.</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>
8	99 (C)	0.86	1.30	1.30
8	100 (C)	0.86	1.30	1.30
8	101 (C)	0.86	1.30	1.30
8	102	0.86	1.30	1.30
8	103	0.86	1.30	1.30
8	104	0.86	1.30	1.30
8	105	0.86	1.30	1.30
8	106	0.86	1.30	1.30
8	107	0.86	1.30	1.30
8	108	0.86	1.30	1.30
8	109	0.86	1.30	1.30
8	110	0.86	1.30	1.30
8	111 (C)	0.86	1.30	1.30
9	1	0.86	1.30	1.30
9	2	0.86	1.30	1.30
9	3	0.86	1.30	1.30
9	4	0.86	1.30	1.30
9	5	0.86	1.30	1.30
9	6	0.86	1.30	1.30
9	7	0.86	1.30	1.30
9	8	0.86	1.30	1.30
9	9	0.86	1.30	1.30
9	10 (C)	0.86	1.30	1.30
9	11	0.86	1.30	1.30
9	12	0.86	1.30	1.30
9	13	0.86	1.30	1.30
9	14	0.86	1.30	1.30
9	15	0.86	1.30	1.30
9	16	0.86	1.30	1.30
9	17	0.86	1.30	1.30
9	18	0.86	1.30	1.30
9	19	0.86	1.30	1.30
9	20 (C)	0.86	1.30	1.30
9	21 (C)	0.86	1.30	1.30
9	22 (C)	0.86	1.30	1.30
9	23 (C)	0.86	1.30	1.30
9	24	0.86	1.30	1.30
9	25	0.86	1.30	1.30
9	26	0.86	1.30	1.30
9	27	0.86	1.30	1.30
9	28	0.86	1.30	1.30
9	29	0.86	1.30	1.30
9	30	0.86	1.30	1.30
9	31	0.86	1.30	1.30
9	32	0.86	1.30	1.30

<u>Floor</u>	<u>Parking Unit No.</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>
9	33 (C)	0.86	1.30	1.30
9	34	0.86	1.30	1.30
9	35	0.86	1.30	1.30
9	36 (C)	0.86	1.30	1.30
9	37 (C)	0.86	1.30	1.30
9	38	0.86	1.30	1.30
9	39	0.86	1.30	1.30
9	40	0.86	1.30	1.30
9	41	0.86	1.30	1.30
9	42	0.86	1.30	1.30
9	43	0.86	1.30	1.30
9	44	0.86	1.30	1.30
9	45	0.86	1.30	1.30
9	46	0.86	1.30	1.30
9	47	0.86	1.30	1.30
9	48	0.86	1.30	1.30
9	49	0.86	1.30	1.30
9	50	0.86	1.30	1.30
9	51	0.86	1.30	1.30
9	52	0.86	1.30	1.30
9	53 (C)	0.86	1.30	1.30
9	54 (C)	0.86	1.30	1.30
9	55	0.86	1.30	1.30
9	56	0.86	1.30	1.30
9	57	0.86	1.30	1.30
9	58	0.86	1.30	1.30
9	59	0.86	1.30	1.30
9	60	0.86	1.30	1.30
9	61	0.86	1.30	1.30
9	62	0.86	1.30	1.30
9	63	0.86	1.30	1.30
9	64	0.86	1.30	1.30
9	65	0.86	1.30	1.30
9	66	0.86	1.30	1.30
9	67	0.86	1.30	1.30
9	68	0.86	1.30	1.30
9	69	0.86	1.30	1.30
9	70 (C)	0.86	1.30	1.30
9	71 (C)	0.86	1.30	1.30
9	72	0.86	1.30	1.30
9	73	0.86	1.30	1.30
9	74	0.86	1.30	1.30
9	75	0.86	1.30	1.30
9	76	0.86	1.30	1.30
9	77	0.86	1.30	1.30
9	78	0.86	1.30	1.30

<u>Floor</u>	<u>Parking Unit No.</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>
9	79	0.86	1.30	1.30
9	80	0.86	1.30	1.30
9	81	0.86	1.30	1.30
9	82	0.86	1.30	1.30
9	83	0.86	1.30	1.30
9	84	0.86	1.30	1.30
9	85	0.86	1.30	1.30
9	86	0.86	1.30	1.30
9	87	0.86	1.30	1.30
9	88 (C)	0.86	1.30	1.30
9	89	0.86	1.30	1.30
9	90	0.86	1.30	1.30
9	91	0.86	1.30	1.30
9	92	0.86	1.30	1.30
9	93	0.86	1.30	1.30
9	94	0.86	1.30	1.30
9	95	0.86	1.30	1.30
9	96	0.86	1.30	1.30
9	97	0.86	1.30	1.30
9	98 (C)	0.86	1.30	1.30
9	99 (C)	0.86	1.30	1.30
9	100 (C)	0.86	1.30	1.30
9	101 (C)	0.86	1.30	1.30
9	102	0.86	1.30	1.30
9	103	0.86	1.30	1.30
9	104	0.86	1.30	1.30
9	105	0.86	1.30	1.30
9	106	0.86	1.30	1.30
9	107	0.86	1.30	1.30
9	108	0.86	1.30	1.30
9	109	0.86	1.30	1.30
9	110	0.86	1.30	1.30
9	111 (C)	0.86	1.30	1.30
10	1	0.86	1.30	1.30
10	2	0.86	1.30	1.30
10	3	0.86	1.30	1.30
10	4	0.86	1.30	1.30
10	5	0.86	1.30	1.30
10	6	0.86	1.30	1.30
10	7	0.86	1.30	1.30
10	8	0.86	1.30	1.30
10	9	0.86	1.30	1.30
10	10 (C)	0.86	1.30	1.30
10	11	0.86	1.30	1.30
10	12	0.86	1.30	1.30

EXHIBIT "C"

<u>Floor</u>	<u>Parking Unit No.</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>
10	13	0.86	1.30	1.30
10	14	0.86	1.30	1.30
10	15	0.86	1.30	1.30
10	16	0.86	1.30	1.30
10	17	0.86	1.30	1.30
10	18	0.86	1.30	1.30
10	19	0.86	1.30	1.30
10	20 (C)	0.86	1.30	1.30
10	21 (C)	0.86	1.30	1.30
10	22 (C)	0.86	1.30	1.30
10	23 (C)	0.86	1.30	1.30
10	24	0.86	1.30	1.30
10	25	0.86	1.30	1.30
10	26	0.86	1.30	1.30
10	27	0.86	1.30	1.30
10	28	0.86	1.30	1.30
10	29	0.86	1.30	1.30
10	30	0.86	1.30	1.30
10	31	0.86	1.30	1.30
10	32	0.86	1.30	1.30
10	33 (C)	0.86	1.30	1.30
10	34	0.86	1.30	1.30
10	35	0.86	1.30	1.30
10	36 (C)	0.86	1.30	1.30
10	37	0.86	1.30	1.30
10	38	0.86	1.30	1.30
10	39	0.86	1.30	1.30
10	40	0.86	1.30	1.30
10	41	0.86	1.30	1.30
10	42	0.86	1.30	1.30
10	43	0.86	1.30	1.30
10	44	0.86	1.30	1.30
10	45	0.86	1.30	1.30
10	46	0.86	1.30	1.30
10	47	0.86	1.30	1.30
10	48	0.86	1.30	1.30
10	53 (C)	0.86	1.30	1.30
10	54	0.86	1.30	1.30
10	55	0.86	1.30	1.30
10	56	0.86	1.30	1.30
10	57	0.86	1.30	1.30
10	58	0.86	1.30	1.30
10	59	0.86	1.30	1.30
10	60	0.86	1.30	1.30
10	61	0.86	1.30	1.30
10	62	0.86	1.30	1.30

<u>Floor</u>	<u>Parking Unit No.</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>
10	63	0.86	1.30	1.30
10	64	0.86	1.30	1.30
10	65	0.86	1.30	1.30
10	66	0.86	1.30	1.30
10	67	0.86	1.30	1.30
10	68	0.86	1.30	1.30
10	69 (C)	0.86	1.30	1.30
10	70 (C)	0.86	1.30	1.30
10	71	0.86	1.30	1.30
10	72	0.86	1.30	1.30
10	73	0.86	1.30	1.30
10	74	0.86	1.30	1.30
10	75	0.86	1.30	1.30
10	76	0.86	1.30	1.30
10	77	0.86	1.30	1.30
10	78	0.86	1.30	1.30
10	79	0.86	1.30	1.30
10	80	0.86	1.30	1.30
10	81	0.86	1.30	1.30
10	82	0.86	1.30	1.30
10	83	0.86	1.30	1.30
10	84	0.86	1.30	1.30
10	85	0.86	1.30	1.30
10	86	0.86	1.30	1.30
10	87 (C)	0.86	1.30	1.30
10	88	0.86	1.30	1.30
10	89	0.86	1.30	1.30
10	90	0.86	1.30	1.30
10	91	0.86	1.30	1.30
10	92	0.86	1.30	1.30
10	93	0.86	1.30	1.30
10	94	0.86	1.30	1.30
10	95	0.86	1.30	1.30
10	96	0.86	1.30	1.30
10	97 (C)	0.86	1.30	1.30
10	98 (C)	0.86	1.30	1.30
10	99	0.86	1.30	1.30
10	102	0.86	1.30	1.30
10	103	0.86	1.30	1.30
10	104	0.86	1.30	1.30
10	105	0.86	1.30	1.30
10	106	0.86	1.30	1.30
10	107	0.86	1.30	1.30
10	108	0.86	1.30	1.30
10	109	0.86	1.30	1.30
10	110	0.86	1.30	1.30
10	111 (C)	0.86	1.30	1.30

COMMERCIAL UNIT ANNUAL LEASE RENT

The first fixed minimum rental period expired on January 31, 1993. In addition to the minimum rent shown below, percentage rent is payable by the sublessee to the sublessor in accordance with the provisions of the CCD. See paragraph (e) on pages 2 and 2a of Exhibit "B."

<u>Apartment No.</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>
LL-1	\$ 642.07	\$ 963.11	\$ 966.40
LL-2	1,220.32	1,830.49	1,836.74
LL-3	1,638.68	2,458.02	2,466.42
LL-13	2,472.91	3,709.37	3,722.05
LL-14, 114 & 214			
(Ross Stores) 113 & 213	23,367.67	35,051.53	35,171.33
(Longs)	7,337.18	11,005.78	11,043.39
100	723.26	1,084.89	1,088.60
101	180.11	270.16	271.08

DESCRIPTION OF BUILDINGS

There are two (2) buildings in the project which are designated in the Declaration as the "Bishop Tower" and the "Townhouse."

The Bishop Tower is a 41-story building with basement. It contains 5 commercial units, 466 apartment units and 1 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 units, an aggregate of 864 parking stalls 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 stalls in the Townhouse are designated as common elements for bicycle and motorcycle parking, parking for delivery and maintenance vehicles.

kkh/MKSExePtnr/ExecCntr/PublicRpt/ExhD

PARKING UNITS AVAILABLE FOR PURCHASE

The parking spaces are designated in the Declaration 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 spaces are constituted as apartment units and not as limited common elements, no parking space is appurtenant to any apartment and thus there will be no "parking space assignment" as such. In order to give a buyer of an apartment the opportunity to own a parking space, at least one parking space will be offered for sale to each buyer. If a buyer desires to purchase a parking space, the developer will inform such buyer of the available parking spaces and their purchase prices. The Declaration provides that where the developer has conveyed an apartment of the project and a parking space to a buyer, whether such conveyance be by way of one instrument or separate instruments, the parking space or spaces 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 space or spaces. The parking spaces which are not sold to buyers of apartments and are not subject to long-term subleases to business establishments will be used in the operation of a commercial parking garage. Guests of apartment owners may use the commercial parking garage, subject to the payment of the prevailing parking rates.

kkh/MKSExePtrn/ExecCntr/PublicRpt/ExhE

EXHIBIT "E"

COMMON ELEMENTS

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

(a) The Land in fee simple and all easements appurtenant to the Land;

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

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

(d) All elevators, excluding, however, the glass elevator located on the Ewa side of the building designated in the Declaration as 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) An entrance/lobby area, 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 building designated in the Declaration as 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 (excluding, however, the elevator lobbies of the Glass Elevator on the lower level and fifth floor of the Bishop Tower, the elevator lobby on the forty-first floor of the Bishop Tower, and the room on the fifth floor of the Townhouse adjacent to the elevator lobby of the Glass Elevator on the fifth floor of the Bishop Tower), social and recreational areas and facilities, bicycle racks, fences, retaining walls, refuse collection areas, all trash rooms, driveways and parking ramps;

(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;

(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.

kkh/MKSExePtnr/ExecCntr/PublicRpt/ExhF

LIMITED COMMON ELEMENTS

Certain parts of the common elements described in Exhibit F, 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 fifth floor leading to the Glass Elevator, the elevator lobby on the forty-first floor, and the room on the fifth floor of the Townhouse adjacent to said elevator lobby on the fifth floor leading to the Glass Elevator shall be appurtenant to and for the exclusive use of the Penthouse on the forty-first floor of the Bishop Tower.

(b) There shall 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 "Ross Stores."

(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 Penthouse 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.

kkh/MKSExePtnr/ExecCntr/PublicRpt/ExhG

Encumbrances Against
Title

1. Any and all Real Property Taxes that may be due and owing.

The premises described in Schedule C are covered by Tax Key 2-1-012-004 (1).

2. -AS TO PARCEL FIRST:-

- (A) Designation of Easement "6", as shown on Map 10, as set forth by Land Court Order No. 65919, filed May 16, 1983.
- (B) 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 "6".
- (C) Designation of Easement "7", as shown on Map 10, as set forth by Land Court Order No. 95979, filed November 28, 1989.
- (D) Designation of Easement "8", as shown on Map 10, as set forth by Land Court Order No. 95979, filed November 28, 1989.
- (E) The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Easement Agreement dated March 2, 1990, filed as Land Court Document No. 1736276, recorded as Document No. 90-084711, by and among the Trustees of the Estate of Bernice Pauahi Bishop, "Trustees", Hotel Operating Co. of Hawaii, Ltd., a Hawaii corporation, "HOCOH", and MKS Executive Partners, a Hawaii limited partnership, "MKS", whereby the Trustees and MKS grant, as an appurtenance to Lot 4, Map 6, Land Court Application 1643, and to Lot B-2 containing an area of 166 square feet, more or less, the following:

- (1) a perpetual exclusive easement over, under and across Easement "8", for general and business purposes, including without limitation parking and general service to any building or buildings constructed on the HOCOH Property and any other lawful purposes, excepting and reserving therefrom the air space over said easement for the construction, reconstruction, repair, use and removal of a building or buildings, provided that the same shall not unreasonably interfere with the exercise of the foregoing easement rights.
- (2) a perpetual nonexclusive easement for ingress and egress purposes over and across Easement "7", excepting and reserving therefrom the air space over said easement for the construction, reconstruction, repair, use and removal of a building or buildings, provided that the same shall not unreasonably interfere with the exercise of the foregoing easement rights.

Consent thereto given by the Trustees of the Estate of Bernice Pauahi Bishop, by instrument filed as Land Court Document No. 1736277, recorded as Document No. 90-084711.

3. -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".

4. -AS TO PARCEL THIRD:-

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

5. -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.

(C) Lease dated December 22, 1983, effective October 18, 1981, recorded in Liber 17571 at Page 86, entered into by and between Bishop Building Co., Inc., a Hawaii corporation, "Lessor", and L. Robert Allen & Associates, a Hawaii limited partnership, "Lessee"; leasing and demising a right of way over and across Lot C, being described under Parcel Fourth herein, for a term of commencing October 18, 1981, and ending March 1, 2053. (Not noted on Transfer Certificate(s) of Title referred to herein)

The lessee's interest, by mesne assignments (pursuant to ORDER CONFIRMING PLAN dated June 26, 2000, filed in the United States Bankruptcy Court for the District of Hawaii, Case No. 99-05251, on June 26, 2000, filed as Land Court Document No. 2640878, recorded as Document No. 2000-105028), was assigned to EXCT LIMITED PARTNERSHIP, a Hawaii limited partnership, by WAYNE K.T. MAU, Chapter 11 Trustee for Debtor MKS Executive Partners, a Hawaii limited partnership, in Re MKS Executive Partners, a Hawaii limited partnership, U.S. Bankruptcy Court (Hawaii) No. 99-05251, by instrument dated July 27, 2000, filed as Land Court Document No. 2640881, recorded as Document No. 2000-105031.

6. -AS TO PARCEL FIFTH:-

- (A) Reservation in favor of the State of Hawaii of all mineral and metallic mines.
- (B) 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.
- (C) The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Easement Agreement dated March 2, 1990, filed as Land Court Document No. 1736276, recorded as Document No. 90-084711, by and among the Trustees of the Estate of Bernice Pauahi Bishop, "Trustees", Hotel Operating Co. of Hawaii, Ltd., a Hawaii corporation, "HOCOH", and MKS Executive Partners, a Hawaii limited partnership, "MKS", whereby the Trustees and MKS grant, as an appurtenance to Lot 4, Map 6, Land Court Application 1643, and to Lot B-2 containing an area of 166 square feet, more or less, the following:

- (1) a perpetual exclusive easement over, under and across Easement "2", being a portion of Easement B over Parcel A and being also a portion of Parcel Fifth described herein, for general and business purposes, including without limitation parking and general service to any building or buildings constructed on the HOCOH Property and any other lawful purposes, said easement containing an area of 503 square feet, more or less, and being more particularly described therein.

Excepting and reserving therefrom the air space over said easement for the construction, reconstruction, repair, use and removal of a building or buildings; provided that the same shall not unreasonably interfere with the exercise of the foregoing easement rights.

- (2) a perpetual nonexclusive easement over and across Easement "3", being a portion of Easement B over Parcel A and being also a portion of Parcel Fifth described herein, for turnaround and ingress and egress purposes, said easement containing an area of 292 square feet, more or less, and being more particularly described therein.

Excepting and reserving therefrom the air space over said easement for the construction, reconstruction, repair, use and removal of a building or buildings; provided that the same shall not unreasonably interfere with the exercise of the foregoing easement rights.

- (3) a perpetual nonexclusive easement over, under and across Easement "1", being a portion of Easement B over Parcel A and being also a portion of Parcel Fifth described herein, for ingress, egress and utility purposes, said easement containing an area of 1,505 square feet, more or less, and being more particularly described therein.

Excepting and reserving therefrom the air space over said easement for the construction, reconstruction, repair, use and removal of a building or buildings; provided that the same shall not unreasonably interfere with the exercise of the foregoing easement rights.

- (D) Easement "1" (area 25 square feet) in favor of Hawaiian Electric Co., Inc., for underground electrical purposes.
- (E) Easement "2" (area 4 square feet) in favor of Hawaiian Electric Co., Inc., for underground electrical purposes.
- (F) Easement "3" (area 329 square feet) in favor of Hawaiian Electric Co., Inc., for underground electrical purposes.

7. -AS TO ITEM I:-

(A) -AS TO ITEM I (A):-

The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Master Lease referred to in Schedule C.

(B) -AS TO ITEM I (B):-

The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Lease referred to in Schedule C.

(C) Any condominium conveyance documents covering apartment units within the Condominium Project known as "EXECUTIVE CENTRE" and matters arising from or affecting the same.

8. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : DECLARATION OF HORIZONTAL PROPERTY REGIME FOR THE
"EXECUTIVE CENTRE" CONDOMINIUM PROJECT AND BY-LAWS

DATED : August 10, 1981

FILED : Land Court Document No. 1083351
RECORDED : Liber 15799 Page 136
MAPS : 465 filed in the Office of the Assistant Registrar
of the Land Court, and 821 recorded in the Bureau
of Conveyances, and any amendments thereto

First Amendment and Restatement of Declaration of Condominium
Property Regime of Executive Centre dated May 24, 1990, filed as
Land Court Document No. 1752177, recorded as Document No. 90-
118407.

First Amendment and Restatement of By-Laws of the Association of
Apartment Owners of Executive Centre dated May 25, 1990, filed as
Land Court Document No. 1752178, recorded as Document No. 90-
118408.

Second Amendment of Declaration of Condominium Property Regime of
Executive Centre dated May 15, 1992, filed as Land Court Document
No. 1921906, recorded as Document No. 92-095632.

Third Amendment of Declaration of Condominium Property Regime of
Executive Centre dated July 12, 1994, filed as Land Court
Document No. 2167080, recorded as Document No. 94-124289.

9. The terms and provisions, including the failure to comply with
any covenants, conditions and reservations, contained in the
following:

INSTRUMENT : AGREEMENT PERMITTING ENCROACHMENT AND LEASES OF
EASEMENTS

DATED : September 1, 1981

RECORDED : Liber 15875 Page 496

PARTIES : 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: (a) encroachment of improvements on Allen property upon Gasco/Sun Life property and the air space over the Gasco/Sun Life property; (b) overhang and extension beyond the common boundaries between the Allen property and the Gasco/Sun Life property, etc.; (c) lease of an easement for said encroachment of improvements and overhang and extension; and (d) 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., all for a term commencing on the date hereof to and including July 31, 2009

CONSENT : Given by the Trustees of the Estate of Bernice Pauahi Bishop

(Not noted on Transfer Certificate(s) of Title referred to herein)

10. 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 filed as Land Court Document No. 1473268, recorded in Liber 20812 at Page 203, by and between the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, and EXIT COMPANY LIMITED PARTNERSHIP, a Hawaii limited partnership; JOINDER TO SECOND AMENDED JOINT DEVELOPMENT AGREEMENT, by BEL-CENTRE, INC., a Hawaii corporation.

-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.

11. -AS TO ITEM II:-

- (A) The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in 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 lands described herein, for a term of approximately 73 years commencing on the date hereof, to and including January 31, 2053.

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

Said Lease was further amended by instruments dated May 11, 1990, filed as Land Court Document No. 1736278, recorded as Document No. 90-084712, and dated July 29, 1991, filed as Land Court Document No. 1845890, recorded as Document No. 91-114804.

The lessee's interest, by mesne assignments (pursuant to ORDER CONFIRMING PLAN dated June 26, 2000, filed in the United States Bankruptcy Court for the District of Hawaii, Case No. 99-05251, on June 26, 2000, filed as Land Court Document No. 2640878, recorded as Document No. 2000-105028), was assigned to EXCT LIMITED PARTNERSHIP, a Hawaii limited partnership, by WAYNE K.T. MAU, Chapter 11 Trustee for Debtor MKS Executive Partners, a Hawaii limited partnership, in Re MKS Executive Partners, a Hawaii limited partnership, U.S. Bankruptcy Court (Hawaii) No. 99-05251, by instrument dated July 27, 2000, filed as Land Court Document No. 2640881, recorded as Document No. 2000-105031.

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

- (B) The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in Condominium Conveyance Documents referred to in Schedule C.

12. Encroachments or any other matters as shown on survey map prepared by James R. Thompson, Registered Professional Land Surveyor, dated April 19, 1989, revised March 26, 1991 and September 2, 1992.

13. MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT

MORTGAGOR : MKS EXECUTIVE PARTNERS, a Hawaii limited partnership

MORTGAGEE : CITICORP INTERNATIONAL, LIMITED, a Hong Kong corporation, as agent for CITIBANK, N.A., a national banking association organized under the laws of the United States of America, "Citibank", and SANSHIN (U.S.A.) INC., a Delaware corporation, "Sanshin"

DATED : March 27, 1991

FILED : Land Court Document No. 1809242

RECORDED : Document No. 91-039413
AMOUNT : \$80,000,000.00 evidenced by promissory notes in favor of Citibank in the principal amount of \$67,000,000.00 and in favor of Sanshin in the principal amount of \$13,000,000.00 - covers Item I and all of Item II, except Apartment No. 4004

LESSOR'S CONSENT TO MORTGAGE AND ESTOPPEL CERTIFICATE dated April 2, 1991, filed as Land Court Document No. 1814505, recorded as Document No. 91-051158, by the TRUSTEES OF THE ESTATE OF BERNICE PAUAAHI BISHOP, DECEASED.

ENVIRONMENTAL INDEMNIFICATION AGREEMENT dated March 27, 1991, filed as Land Court Document No. 1809243, recorded as Document No. 91-039415, by MKS EXECUTIVE PARTNERS, a Hawaii limited partnership, to and for the benefit of CITIBANK, N.A., a national banking association organized under the laws of the United States of America, and SANSHIN (U.S.A.), INC., a Delaware corporation, as amended by instrument dated January 31, 1994, filed as Land Court Document No. 2114035, recorded as Document No. 94-016990.

SUBSTITUTION OF SECURITY AND AMENDMENT OF FIRST MORTGAGE, ASSIGNMENT OF RENTS AND LOAN DOCUMENTS dated September 22, 1993, filed as Land Court Document No. 2067800, recorded as Document No. 93-154801.

By AMENDMENT TO FIRST MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT dated January 31, 1994, filed as Land Court Document No. 2114033, recorded as Document No. 94-016986, Mortgagor and Mortgagee agree that all references to the "Notes" and the "Loan Agreement" shall mean the Sanshin Note and the Citibank Note, as modified, in the aggregate principal amount of \$75,000,000.00, and the Restated Loan Agreement.

The interest of CITICORP INTERNATIONAL LIMITED, a Hong Kong corporation, in said above Mortgage and said above Agreement, as assigned to CITIBANK, N.A., a national banking association, by instrument dated June 23, 2000, filed as Land Court Document No. 2637353, recorded as Document No. 2000-095918.

LOAN MODIFICATION AGREEMENT dated July 27, 2000, filed as Land Court Document No. 2640880, recorded as Document No. 2000-105030, executed by CITIBANK, N.A., a national banking association organized under the laws of the United States of America, "Citibank", and WAYNE K.T. MAU, Chapter 11 Trustee of the Estate of MKS EXECUTIVE PARTNERS, a Hawaii limited partnership, Case No. 99-05251 (Chapter 11), United States Bankruptcy Court for the District of Hawaii, "Trustee".

LOAN ASSUMPTION AGREEMENT AND CONSENT dated July 27, 2000, filed as Land Court Document No. 2640882, recorded as Document No. 2000-105032, executed by CITIBANK, N.A., a national banking association organized under the laws of the United States of America, "Citibank", WAYNE K.T. MAU, Chapter 11 Trustee of the Estate of MKS EXECUTIVE PARTNERS, a Hawaii limited partnership, Case No. 99-05251 (Chapter 11), United States Bankruptcy Court for the District of Hawaii, "Trustee", and EXCT LIMITED PARTNERSHIP, a Hawaii limited partnership, "EXCT".

14. FINANCING STATEMENT

DEBTOR : MKS EXECUTIVE PARTNERS, a Hawaii limited partnership

SECURED PARTY : CITICORP INTERNATIONAL, LIMITED, a Hong Kong corporation, as Agent for Citibank, M.A. and Sanshin (U.S.A.) Inc.

RECORDED : Document No. 91-039414
RECORDED ON: December 27, 1991

AMENDMENT recorded as Document No. 93-154801 on September 23, 1993.

AMENDMENT recorded as Document No. 93-154803 on September 22, 1993.

CONTINUATION recorded as Document No. 95-159425 on December 8, 1995.

-Note:- Various partial releases are not disclosed.

15. ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AS COLLATERAL SECURITY dated March 27, 1991, recorded as Document No. 91-046684, made by MKS EXECUTIVE PARTNERS, a Hawaii limited partnership, to CITICORP INTERNATIONAL, LIMITED, a Hong Kong corporation, as agent for CITIBANK, N.A., a national banking association organized under the laws of the United States of America, and SANSHIN (U.S.A.) INC., a Delaware corporation, assigning all right, title and interest, both at law and in equity, and whether now or hereafter acquired, in, to and under certain leases and/or subleases more particularly described therein, to further secure the repayment of a loan in the aggregate amount of \$80,000,000.00. (Not noted on Transfer Certificate(s) of Title referred to herein)

Said Assignment was amended by instrument dated January 31, 1994, recorded as Document No. 94-016987; re: reduces principal balance to \$75,000,000.00. (Not noted on Transfer Certificate(s) of Title referred to herein)

The interest of CITICORP INTERNATIONAL LIMITED, a Hong Kong corporation, in said above Assignment, was assigned to CITIBANK, N.A., a national banking association, by instrument dated June 23, 2000, filed as Land Court Document No. 2637353, recorded as Document No. 2000-095918.

LOAN MODIFICATION AGREEMENT dated July 27, 2000, filed as Land Court Document No. 2640880, recorded as Document No. 2000-105030, executed by CITIBANK, N.A., a national banking association organized under the laws of the United States of America, "Citibank", and WAYNE K.T. MAU, Chapter 11 Trustee of the Estate of MKS EXECUTIVE PARTNERS, a Hawaii limited partnership, Case No. 99-05251 (Chapter 11), United States Bankruptcy Court for the District of Hawaii, "Trustee".

LOAN ASSUMPTION AGREEMENT AND CONSENT dated July 27, 2000, filed as Land Court Document No. 2640882, recorded as Document No. 2000-105032, executed by CITIBANK, N.A., a national banking association organized under the laws of the United States of America, "Citibank", WAYNE K.T. MAU, Chapter 11 Trustee of the Estate of MKS EXECUTIVE PARTNERS, a Hawaii limited partnership, Case No. 99-05251 (Chapter 11), United States Bankruptcy Court for the District of Hawaii, "Trustee", and EXCT LIMITED PARTNERSHIP, a Hawaii limited partnership, "EXCT".

16. ASSIGNMENT OF RENTS dated March 27, 1991, recorded as Document No. 91-046685, made by MKS EXECUTIVE PARTNERS, a Hawaii limited partnership, to CITICORP INTERNATIONAL, LIMITED, a Hong Kong corporation, as agent for CITIBANK, N.A., a national banking association organized under the laws of the United States of America, and SANSHIN (U.S.A.) INC., a Delaware corporation, assigning all of the rents, revenues, issues and profits now due and hereafter to become due, to further secure the repayment of a loan in the aggregate amount of \$80,000,000.00. (Not noted on Transfer Certificate(s) of Title referred to herein)

SUBSTITUTION OF SECURITY AND AMENDMENT OF FIRST MORTGAGE, ASSIGNMENT OF RENTS AND LOAN DOCUMENTS dated September 22, 1993, filed as Land Court Document No. 2067800, recorded as Document No. 93-154801.

Said Assignment was amended by instrument dated January 31, 1994, recorded as Document No. 94-016988; re: reduces principal balance to \$75,000,000.00. (Not noted on Transfer Certificate(s) of Title referred to herein)

The interest of CITICORP INTERNATIONAL LIMITED, a Hong Kong corporation, in said above Assignment, was assigned to CITIBANK, N.A., a national banking association, by instrument dated June 23, 2000, filed as Land Court Document No. 2637353, recorded as Document No. 2000-095918.

LOAN MODIFICATION AGREEMENT dated July 27, 2000, filed as Land Court Document No. 2640880, recorded as Document No. 2000-105030, executed by CITIBANK, N.A., a national banking association organized under the laws of the United States of America, "Citibank", and WAYNE K.T. MAU, Chapter 11 Trustee of the Estate of MKS EXECUTIVE PARTNERS, a Hawaii limited partnership, Case No. 99-05251 (Chapter 11), United States Bankruptcy Court for the District of Hawaii, "Trustee".

LOAN ASSUMPTION AGREEMENT AND CONSENT dated July 27, 2000, filed as Land Court Document No. 2640882, recorded as Document No. 2000-105032, executed by CITIBANK, N.A., a national banking association organized under the laws of the United States of America, "Citibank", WAYNE K.T. MAU, Chapter 11 Trustee of the Estate of MKS EXECUTIVE PARTNERS, a Hawaii limited partnership, Case No. 99-05251 (Chapter 11), United States Bankruptcy Court for the District of Hawaii, "Trustee", and EXCT LIMITED PARTNERSHIP, a Hawaii limited partnership, "EXCT".

17. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in AGREEMENT REGARDING PARKING UNITS dated September 22, 1993, filed as Land Court Document No. 2067804, recorded as Document No. 93-154807, by and between MKS EXECUTIVE PARTNERS, a Hawaii limited partnership, and HOTEL OPERATING CO. OF HAWAII, LTD., a Hawaii corporation.

NONDISTURBANCE AND ATTORNMENT AGREEMENT dated September 22, 1993, filed as Land Court Document No. 2067805, recorded as Document No. 93-154808, by and between ASSOCIATION OF APARTMENT OWNERS OF EXECUTIVE CENTRE, a Hawaii non-profit corporation, "Association", and HOTEL OPERATING CO. OF HAWAII, LTD., a Hawaii corporation, "Sublessee".

NONDISTURBANCE AND ATTORNMENT AGREEMENT dated September 22, 1993, filed as Land Court Document No. 2067806, recorded as Document No. 93-154809, by and among the TRUSTEES OF THE ESTATE OF BERNICE PAUAAHI BISHOP, "Owners", the ASSOCIATION OF APARTMENT OWNERS OF EXECUTIVE CENTRE, a Hawaii non-profit corporation, "Sublessor", and HOTEL OPERATING CO. OF HAWAII, LTD., a Hawaii corporation, "Sublessee".

NONDISTURBANCE AND ATTORNMENT AGREEMENT dated September 22, 1993, filed as Land Court Document No. 2067807, recorded as Document No. 93-154810, by and among the MKS EXECUTIVE PARTNERS, a Hawaii limited partnership, "MKS", the ASSOCIATION OF APARTMENT OWNERS OF EXECUTIVE CENTRE, a Hawaii non-profit corporation, "Sublessor", and HOTEL OPERATING CO. OF HAWAII, LTD., a Hawaii corporation, "Sublessee".

CONSENT, NONDISTURBANCE AND ATTORNMENT AGREEMENT dated September 22, 1993, filed as Land Court Document No. 2067808, recorded as Document No. 93-154811, by and between CITICORP INTERNATIONAL LIMITED, a Hong Kong corporation, "Mortgagee", as agent for Citibank, N.A., a national banking association organized under the laws of the United States of America, and Sanshin (U.S.A.) Inc., a Delaware corporation, "Lender", and HOTEL OPERATING CO. OF HAWAII, LTD., a Hawaii corporation, "Sublessee".

The interest of CITICORP INTERNATIONAL LIMITED, a Hong Kong corporation, in said above Consent, Nondisturbance and Attornment Agreement, was assigned to CITIBANK, N.A., a national baking association, by instrument dated June 23, 2000, filed as Land Court Document No. 2637353, recorded as Document No. 2000-095918.

CONSENT, NONDISTURBANCE AND ATTORNMENT AGREEMENT dated September 22, 1993, filed as Land Court Document No. 2067809, recorded as Document No. 93-154812, by and between CITIBANK, N.A., a national banking association organized under the laws of the United States of America, "Mortgagee", and HOTEL OPERATING CO. OF HAWAII, LTD., a Hawaii corporation, "Sublessee".

The interest of CITICORP INTERNATIONAL LIMITED, a Hong Kong corporation, in said above Consent, Nondisturbance and Attornment Agreement, was assigned to CITIBANK, N.A., a national baking association, by instrument dated June 23, 2000, filed as Land Court Document No. 2637353, recorded as Document No. 2000-095918.

18. -AS TO COMMERCIAL UNITS NO. LL-14, 114 AND 214:-

LEASE

LANDLORD : MKS EXECUTIVE PARTNERS, a Hawaii limited
partnership

TENANT : ROSS STORES, INC., a Delaware corporation

DATED : December 17, 1998

TERM : Ten (10) years which term is subject to extension
by Tenant for four (4) additional periods of five
(5) years each

A MEMORANDUM OF LEASE is dated December 17, 1998, and effective
as of December 31, 1998, filed as Land Court Document No.
2510905, recorded as Document No. 98-197469.

NONDISTURBANCE AND ATTORNMENT AGREEMENT dated effective December
17, 1998, filed as Land Court Document No. 2510906, recorded as
Document No. 98-197470, by and among CITICORP INTERNATIONAL
LIMITED, a Hong Kong corporation, as agent for Citibank, N.A., a
national banking association organized under the laws of the
United States of America, and Sanshin (U.S.A.) Inc., a Delaware
corporation, "Lender", ROSS STORES, INC., A Delaware corporation,
"Tenant", and MKS EXECUTIVE PARTNERS, a Hawaii limited
partnership, "Landlord".

The interest of CITICORP INTERNATIONAL LIMITED, a Hong Kong
corporation, in said above Nondisturbance and Attornment
Agreement, was assigned to CITIBANK, N.A., a national baking
association, by instrument dated June 23, 2000, filed as Land
Court Document No. 2637353, recorded as Document No. 2000-095918.

NONDISTURBANCE AND ATTORNMENT AGREEMENT dated effective December
17, 1998, filed as Land Court Document No. 2510909, recorded as
Document No. 98-197473, by and among the TRUSTEES OF THE ESTATE
OF BERNICE PAUHI BISHOP, "KSBE", ROSS STORES, INC., A Delaware
corporation, "Tenant", and MKS EXECUTIVE PARTNERS, a Hawaii
limited partnership, "Landlord".

19. Any unrecorded tenant and parking stall leases and matters arising from or affecting the same.
20. Any lien (or claim of lien) for services, labor or material arising from an improvement or work related to the land described in Schedule C herein.
21. Proof of Claim filed April 14, 2000 by Laughton Estate Trust in U.S. Bankruptcy Court, District of Hawaii, Case No. 99-5251, as contained in Trustee's Assignment of Lease and Condominium Conveyance Documents filed as Land Court Document No. 2640881, recorded as Document No. 2000-105031.

END OF EXHIBIT "H"

EXHIBIT "T"

ESTIMATE OF MAINTENANCE FEES

<u>Apartment</u>	<u>Sq.Ft.</u>	<u>Monthly Fee X 12 months = Yearly Total</u>	
LL-1	1,811	119.84	1,438.08
LL-2	2,826	227.76	2,733.12
LL-3	4,622	305.85	3,670.20
LL-13	6,975	461.55	5,538.60
LL-14, 114, 214 Ross Stores	65,910	4,361.38	52,336.56
113, 213 Longs	20,695	1,369.42	16,433.04
100	2,040	134.99	1,619.88
101	508	33.62	403.44

BISHOP TOWER

201	534	222.08	2,664.96
301, 401, 501, 601, 701, 801, 901, 1001, 1101, 1201, 312, 412, 512, 612, 712, 812, 912, 1012, 1112, 1212	525	218.33	2,619.96
202	913	379.69	4,556.28
302, 402, 502, 602, 702, 802, 902, 1002, 1102, 1202	552	229.56	2,754.72
203	802	333.53	4,002.36
303, 403, 503, 603, 703, 803, 903, 1003, 1103, 1203	536	222.91	2,674.92
204	639	265.74	3,188.88
504	378	157.20	1,886.40
404, 604, 704, 804, 904, 1004	718	298.60	3,583.20
305	400	166.35	1,996.20
1104	919	382.19	4,586.28
1204	763	317.31	3,807.72
205, 405, 505, 605, 705, 805, 905, 1005, 1105, 1205	372	154.71	1,856.52

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

EXHIBIT "T"
ESTIMATE OF MAINTENANCE FEES

<u>Apartment</u>	<u>Sq.Ft.</u>	<u>Monthly Fee X 12 months =</u>	<u>Yearly Total</u>
206	700	291.11	3,493.32
306	714	296.93	3,563.16
406, 506, 606, 706, 806, 906, 1006, 1106, 1206	859	357.23	4,286.76
207	989	411.37	4,936.44
307	579	240.79	2,889.48
407, 507, 607, 707, 807, 907, 1007, 1107, 1207	626	260.34	3,124.08
208, 209	470	195.46	2,345.52
308, 309	455	189.22	2,270.64
408, 508, 608, 708, 808, 908, 1008, 1108, 1208, 409, 509, 609, 709, 809, 909, 1009, 1109, 1209	477	198.37	2,380.44
210	807	335.61	4,027.32
211	742	308.58	3,702.95
310, 410, 510, 610, 710, 810, 910, 1010, 1110, 1210, 311, 411, 511, 611, 711, 811, 911, 1011, 1111, 1211	590	245.37	2,944.44
212	534	222.08	2,664.96
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,	525	218.33	2,619.96

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

EXHIBIT "I"
ESTIMATE OF MAINTENANCE FEES

<u>Apartment</u>	<u>Sq.Ft. Monthly Fee X 12 months = Yearly Total</u>	
2912, 3012, 3112, 3212, 3312, 3412, 3512, 3612, 3712, 3812, 3912, 4012		
1302, 1402, 1502, 1602, 1702, 1802, 1902, 2002, 2102, 2202, 2302, 2402, 2502, 2602, 2702, 2802, 2902, 3002, 3102, 3202, 3302, 3402, 3502, 3602, 3702, 3802, 3902, 4002	616	256.18
		3,074.16
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	245.78
		2,949.36
4003	1,081	449.56
		5,394.72
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	187.14
		2,245.68
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	225.82
		2,709.84
1306	742	308.58
		3,702.96
1406	600	249.52
		2,994.24
1506, 1606, 1706, 1806, 1906, 2006, 2106, 2206, 2306, 2406, 2506, 2606,	798	331.87
		3,982.44

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

EXHIBIT "I"
ESTIMATE OF MAINTENANCE FEES

<u>Apartment</u>	<u>Sq.Ft</u>	<u>Monthly Fee X 12 months = Yearly Total</u>	
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	798	331.87	3,982.44
4007	570	237.05	2,844.60
4008	570	237.05	2,844.60
1308, 1408, 1508, 1608, 1708, 1808, 1908, 2008, 2108, 2208, 2308, 2408, 2508, 2608, 2708, 2808, 2908, 3008, 3108, 3208, 3308, 3408, 3508, 3608, 3708, 3808, 3908	465	193.38	2,320.56
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	650	270.32	3,243.84
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,			

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

EXHIBIT "T"

ESTIMATE OF MAINTENANCE FEES

<u>Apartment</u> 3711, 3811, 3911, 4011	<u>Sq.Ft.</u>	<u>Monthly Fee X 12 months =</u>	<u>Yearly Total</u>
<u>PENTHOUSE:</u>			
4100	8,217	1,402.88	16,834.56
<u>TOWNHOUSE:</u>			
1113, 1114, 1115, 1118, 1119, 1120, 1124, 1128, 1129, 1130	1,277	454.50	5,454.00
1116, 1117, 1121, 1122, 1126, 1127	1,349	480.12	5,761.44
1123	1,171	416.77	5,001.24
1125	1,237	440.26	5,283.12
1213, 1214, 1215, 1217, 1218, 1219, 1222, 1223, 1225, 1226, 1227	1,525	542.76	6,513.12
1216, 1220, 1224	1,944	691.89	8,302.68
1221	1,421	505.75	6,069.00
<u>PARKING STALLS:</u>			
	<u>Stall #</u>		
<u>Regular</u>		0.16	1.92
All stalls except "Tandem" and "Penthouse" stalls as listed below.			
<u>Tandem</u>		0.20	2.40
3 rd Floor:	33,34,35		
4 th Floor:	34,35,36		
5 th Floor:	31,32,33		
6 th Floor:	34,35,36		
<u>Penthouse</u>		0.27	3.24
5 th Floor:	78,79,80,81		

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.

EXHIBIT "I"

Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

Utilities and Services

Electricity - common elements and apartments	\$	31,003	\$	372,036
Elevator		11,379		136,548
Gas		2,884		34,608
Refuse Collection		2,600		31,200
Telephone		150		1,800
Water and Sewer		9,573		114,876
Cable		2,873		34,476

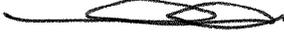
Maintenance, Repairs and Supplies

Building		18,772		225,264
Grounds		520		6,240

Management

Management Fee		5,417		65,004
Payroll and Payroll Taxes		33,288		399,456
Office Expenses		1,019		12,228
Insurance		8,222		98,664
Reserves		9,944		119,328
Audit Fees		280		3,360
Other		10,723		128,676
TOTAL	\$	148,647	\$	1,783,764

I, Colby Jones, as agent and sole member of Facilities Management and Sales LLC, the condominium managing agent for the condominium project Executive Centre, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.


Date 9/21/00

See paragraph 13 at page 3 of Exhibit J herein regarding the estimated replacement reserves required by the Condominium Property Act. The reserves set forth in the estimate of maintenance fee disbursements in this Exhibit I is not a representation by the developer or the managing agent as to the amount of the estimated replacement reserves. The Developer has conducted a reserve study in accordance with H.R.S. 514A-83.6 and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative rules, as amended.

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 includes the following:

1. The Sales Contract becomes a binding contract after (a) the developer or the developer's agent delivers to the buyer a copy of this report, and (b) the buyer executes and returns to the developer the separate receipt for this report and the buyer waives his or her right to cancel the Sales Contract. If the buyer fails to execute and return the separate receipt for this report within thirty (30) days after deliver of the report to the buyer, the buyer is deemed to have accepted for this report and to have waived the buyer's right to cancel the Sales Contract.
2. The buyer will pay the State of Hawaii Conveyance Tax, the prorations and other charges provided in the Sales Contract, and all closing costs, including, without limitation, all notary fees, appraisal fees, recording costs, document preparation costs, title insurance premiums, financing fees and other costs with respect to the buyer's mortgage, and all mailing, air courier and other delivery charges, except that notary fees for acknowledgments of developer's signatures and recording fees for documents to clear the developer's title will be paid by the developer, and the escrow fees will be borne equally by the developer and the buyer. The buyer will also pay a nonrefundable and nontransferable start-up fee equal to one month's estimated maintenance charge, and two months' estimated maintenance charges.
3. 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 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.
4. All warranties of contractors and manufacturers have expired.
5. 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.
6. The buyer agrees that the developer shall have the right to conduct extensive sales activities on the project (including the use of model apartments, sales offices, signs and extensive

EXHIBIT "J"

sales displays and activities, and parking spaces in the project for parking for prospective buyers) until the sale of the last unsold apartment in the project.

7. The developer has the right to change the Declaration, the Bylaws, the House rules, the form of the Condominium Conveyance Document, the Assignment of Condominium Conveyance Document, the Escrow Agreement and the Disclosure Abstract. Such changes to the condominium documents may not, however, (a) substantially change the buyer's or the developer's obligations under the Sales Contract, (b) substantially change the design, location or size of the buyer's apartment, (c) increase the buyer's common interest, or (d) reduce the developer's obligation for common expenses on unsold apartments.

8. The developer may not make any changes to the design or location of the buyer's apartment, but the developer may make changes to other apartments in the project, the parking areas, and to the common elements of the project such as the mail room, 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 space nos. 78, 79, 80 and 81 by enclosing such parking spaces 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.

9. The buyer is advised that the developer intends to preclose the Sales Contract 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 the buyer does not sign all documents and deposit the necessary monies with Escrow at least five (5) days before the scheduled closing date, the developer may assess the buyer (a) a late charge of 1% per month on the unpaid amount and (b) all maintenance charges, common expenses and real property taxes relating to the buyer's apartment from the scheduled closing date.

10. The buyer acknowledges that the buyer has inspected the apartment, knows the condition thereof and agrees to accept the apartment. If the buyer fails to inspect the apartment, the buyer waives his right of inspection.

11. The buyer agrees that the buyer's rights under the Sales Contract are subordinate to the lien of a separate mortgage and related documents (collectively the "Mortgage") securing loans made to developer by another party (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 Mortgage before the apartment is conveyed to the buyer (i.e., before final closing of the Sales Contract) and the Mortgagee forecloses the Mortgage, the Sales Contract

EXHIBIT "J"

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 Sales Contract), the buyer's interest in the apartment will not be affected at all. The preceding also applies if the developer makes other mortgages on the project.

12. 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.

13. The Condominium Property Act requires that the Association assess the apartment owners to fund a minimum of fifty percent of the estimated replacement reserves needed for the upkeep, repair or replacement of the common elements of the project. The Association shall compute the estimated replacement reserves by a formula which is based on the estimated life and the estimated capital expenditure or major maintenance required for each part of the common elements of the project. The Association shall maintain a minimum of fifty percent of the full amount required to fund the estimated replacement reserves during the fiscal year which begins after the first annual meeting of the Association. The prior developer has paid to the Association certain sums to be applied towards the funding of the estimated replacement reserves. The buyer understands that the developer makes no representations as to the amount of the estimated replacement reserves, and the buyer agrees to be solely responsible to pay to the Association the amount to be assessed against the buyer's apartment to fund the estimated replacement reserves if and when the amount paid by the developer shall be insufficient to comply with the Condominium Property Act.

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

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 such proceeds.

Among other provisions, the Escrow Agreement includes the following:

1. Escrow shall deposit all funds received and held in escrow in interest bearing accounts in federally-insured lending institutions. Any interest earned on such funds 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 and the buyer notify 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; or

(c) The buyer exercises the buyer's right to rescind the Sales Contract pursuant to Sections 514A-62 or 514A-63 of the Condominium Property Act.

3. Escrow shall make no disbursements of any buyer's funds, except by way of refunds, 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 is only a summary of some of the provisions in the Escrow Agreement and is not intended to describe all of the provisions in detail. It is incumbent upon the prospective buyer to read the entire Escrow Agreement with care.

kkh/MKSExePtnr/ExecCntr/PublicRpt/ExhK

EXHIBIT "K"