

# REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION  
DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS

STATE OF HAWAII

1010 RICHARDS STREET

P. O. BOX 3469

HONOLULU, HAWAII 96801

## SUPPLEMENTARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT

On

HONALO PLAZA

(This Registration is applicable to 22  
of the original 30 apartments, ie, No's.  
1, 2, 3, 4, 5, 6, 101, 102, 103, 104,  
105, 106, 108, 109, 110, 111, 201, 202,  
203, 204, 205, and 206, only)

Mamalahoa Highway

Kailua-Kona, Hawaii

Registration No. 1374 (Conversion)

### **This Report Is Not an Approval or Disapproval of This Condominium Project**

It was prepared as a supplement to an earlier Report dated November 5, 1981 issued by the Real Estate Commission on the above project. This report, based on a principle of disclosure, is issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project until

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: March 12, 1984  
Expires: December 5, 1984

### SPECIAL ATTENTION

A comprehensive reading of this report is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the purchaser or prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED DECEMBER 2, 1980, ON REGISTRATION 1374, AND INFORMATION SUBSEQUENTLY FILED AS OF MARCH 6, 1984. THE OWNER/DEVELOPER, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY REGIMES LAW, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. Since the issuance of the Commission's Final Public Report dated November 5, 1981, on the HONALO PLAZA, Registration No. 1374, certain material changes have been made to the project.
2. The original Developer, Honalo Plaza, Inc., a Hawaii corporation, has sold 8 out of the 18 residential units to purchasers. Title to the remaining units, as listed on page 1 of this Report, is held by the Owner/Developer, HUI AIHUI, a registered Hawaii joint venture. THIS SUPPLEMENTARY PUBLIC REPORT IS ISSUED ONLY WITH RESPECT TO THOSE APARTMENTS LISTED ON PAGE 1 OF THIS REPORT.
3. The Owner/Developer named herein has submitted to the Commission for examination all documents deemed necessary for this Registration and the issuance of this Supplementary Public Report.
4. The basic documents which created and govern the Condominium are called the "Condominium Documents". They include the Declaration of Horizontal Property Regime of Honalo Plaza (the "Condominium Declaration"), as amended; the By-Laws of the Association of Apartment Owners of Honalo Plaza (the "Condominium By-Laws"); and a copy of the plans for the Condominium (the "Condominium Map"). They have been recorded (meaning officially filed) in the Bureau of Conveyances of the State of Hawaii as follows: The Condominium Declaration and By-Laws were recorded in Book 15146, starting at Page 227, with amendments recorded in Book 15874, starting at Page 575, Book 16488, starting at Page 11, and Book 17529, starting at Page 236, respectively; the Condominium File Plan is No. 770.
5. As of the date of issuance of this Report, no advertising or promotional matter has been submitted pursuant to the Commission's Rules Relating to Horizontal Property Regimes.
6. The buyer or prospective buyer is advised to acquaint himself with the provisions of Hawaii's Condominium Act (Chapter 514A, Hawaii Revised Statutes), as amended, as well as the Condominium Rules and Regulations.
7. This Supplementary Public Report recapitulates and/or amends all disclosures made in the Preliminary and Final Public Reports, becoming a part of the HONALO PLAZA Registration. Said Preliminary and Final Public Reports have been extended by the Commission to coincide with the expiration of this Supplementary Public Report. The Owner/Developer shall be responsible for placing this Supplementary Public Report (pink paper stock) and the attached Condominium Disclosure Abstract dated February 13, 1984, in the hands of all purchasers and prospective purchasers and for securing a signed copy of the receipt therefor.

The Owner/Developer shall also be responsible for placing a true copy of the Final Public Report

(white paper stock) in the hands of only those purchasers and prospective purchasers who affirmatively request these reports.

8. This Supplementary Public Report automatically expires on December 5, 1984, unless a second Supplementary Public Report issues or the Commission upon review of the registration issues an order extending the effective period of this Report.

The information in the Final Public Report dated November 5, 1981, under the following topical headings has not been changed, but is restated and/or recapitulated in its entirety in this Report: NAME OF PROJECT, LOCATION, TAX MAP KEY, COMMON ELEMENTS and LIMITED COMMON ELEMENTS.

The information in the Final Report under the following topical headings has been changed: OWNER/DEVELOPER, ATTORNEY REPRESENTING OWNER/DEVELOPER, DESCRIPTION, OWNERSHIP OF TITLE, ENCUMBRANCES AGAINST TITLE, PURCHASE MONEY HANDLING, MANAGEMENT AND OPERATION OF THE CONDOMINIUM, and INTEREST TO BE CONVEYED TO PURCHASERS.

NAME OF CONDOMINIUM: HONALO PLAZA

LOCATION: The project is located on a 26,754 square feet parcel situated on Mamalahoa Highway in North Kona, County and State of Hawaii.

TAX MAP KEY: 7-9-14 Lot 16, 17 & 18

ZONING: CV-7.5

OWNER/DEVELOPER: For the purposes of this Registration, HUI AIHUI ("HA") is considered the Owner/Developer with respect to the apartments in the Condominium as listed on page 1 of this report and which are being offered for sale pursuant to this Report. However, HA did not build the Condominium or establish the Condominium Documents, and there are other apartments in the Condominium which are not owned by HA and which are not being offered for sale pursuant to this Report. HA is a registered Hawaii general partnership, whose address is 1495 South King Street, Room Two, Honolulu, Hawaii 96814, Telephone: (808) 944-1133. Its partners are: Edwin S. Lau, 46-393 Hololilo Street, Kaneohe, Hawaii and Donald T. Nakano, 2838 Kihei Place, Honolulu, Hawaii.

ATTORNEY REPRESENTING OWNER/DEVELOPER: Thomas M. Rosenberg, 850 Richards Street, Honolulu, Hawaii 96813, Telephone: 536-6270.

DESCRIPTION OF PROJECT AND APARTMENTS: The improvements constructed on the project consist of a single two-story building (plus ground floor) comprised of thirty (30) units, of which eighteen (18) are residential apartments, and twelve (12) commercial units, together with 39 parking stalls. Said structure was constructed principally of wood, plaster, metal and cement.

According to the Amendment to Declaration of Horizontal Property Regime, the description of the apartments is as follows:

(A) Apartment numbers 1-6 are ground floor commercial units, each consisting of one room and contains a total of approximately 968 square feet.

(B) Apartment numbers 101-112 are on the first floor. Each consists of two (2) rooms, a kitchen area, and a bathroom. Apartments 101-106, 108 and 111 each contain a total of approximately 468 square feet; Apartments 107, 109, 110 and 112 each contain a total of approximately 573 square feet. The Developer has advised that six of the twelve apartments on the first floor, apartments 101 through 106, are commercial units. The remainder are residential units.

(C) Apartment numbers 201-212 are on the second floor. Each consists of two (2) rooms, a kitchen, and a bathroom. Apartments 202-205 and 208-211, each contain a total of approximately 468 square feet; Apartments 201, 206, 207 and 212 each contain a total of approximately 573 square feet. All twelve units on the second floor are residential units.

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the floors, and ceiling surrounding each apartment, any pipes, wires, conduits or other utility lines running through such apartments which are utilized for or serve more than one apartment, the same being a common element as hereinafter provided. Subject to the foregoing, each apartment shall include all of the walls and partitions which are not load-bearing within its perimeter walls, any glass windows or panels within its perimeter, the inner decorated or finished surfaces of all walls, floors, and ceilings, all adjacent lanais and any fixtures and appliances originally installed therein.

COMMON ELEMENTS: The common elements include the land and all improvements on the land (except for all portions thereof which are apartments) as well as all common elements mentioned in Chapter 514A, Hawaii Revised Statutes, which are actually included in the Condominium, including specifically but not limited to:

(a) Said land (which is leased to apartment owners separately and apart from the conveyance or other transfer of the apartment);

(b) All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter and load-bearing walls, chases, entries, stairways, roofs and corridors.

(c) All yards, grounds, walkways, landscaping, and all refuse facilities.

(d) All parking areas and spaces, driveways;  
NOTE: Of the 39 stalls, five are for compact cars.

(e) All ducts, sewer lines, sewage pumping stations, electrical equipment, wiring, pipes and other central and appurtenant transmission facilities and installations on, over, under and across the Condominium which serve more than one apartment for services such as power, light, gas, sewer, telephone and radio and television signal distribution.

(f) Any and all other apparatus and installations of

common use and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use;

(g) The limited common elements described below.

LIMITED COMMON ELEMENTS: Certain parts of the common elements are set aside and reserved for the exclusive use of certain apartments, and such apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements. The limited common elements so set aside and reserved are as follows:

(a) Exterior access corridors located on each floor shall be limited common elements for the exclusive use of the apartments they serve.

(b) All other common elements of the Condominium which are rationally related to less than all of said apartments shall be limited to the use of such apartments.

INTEREST TO BE CONVEYED TO PURCHASER: Each apartment shall have appurtenant thereto an undivided percentage interest in all common elements of the Project and the same proportionate share in all common profits and expenses of the Project and for all other purposes, including voting in the Association of Apartment Owners as follows:

|   |        |
|---|--------|
| Apartment Nos. 1-6  | 5.500% |
| Apartment Nos. 101-106, 108, 111,<br>202-205 and 208-211    | 2.625% |
| Apartment Nos. 107, 109, 110, 112,<br>201, 206, 207 and 212 | 3.125% |

PURPOSE OF BUILDING AND RESTRICTIONS AS TO USE: The Declaration provides that the apartments in the building shall be occupied and used for residential and commercial purposes only. Commercial use apartments shall be limited to retail sales or service businesses which shall be non-nuisance with respect to odor and noise and shall in no event include a food and/or beverage served business or retail liquor store. There shall be no structural alterations by any apartment owner of an apartment or the exterior of any apartment or any part of the common elements without the consent of the fee owner and the Association. Any activity that would reduce the value of the project or jeopardize its soundness is prohibited without prior consent of the fee owner and the Association. Subject to the foregoing restrictions and limitations, the owner of each apartment in the building shall have the right to rent or lease the same.

The Disclosure Abstract states that apartment owners may rent their units on a long-term or transitory basis. Though transitory is not defined, the Commission notes that the Declaration does not expressly provide for any time sharing or "transitory" use.

The proposed House Rules prohibit any barbecuing or cooking on lanais and provide that all pets must first be approved by the Association's Board of Directors. Prospective purchasers should review the House Rules for

both residential and commercial units with care. A copy is on file with the Commission.

OWNERSHIP OF TITLE: On page 1 of this report is listed the apartments in the Condominium owned by the Owner/Developer as of the date of issuance of this Report. These apartments and only these apartments are registered for sale pursuant to this Report. A Preliminary Title Report issued by Hawaii Escrow & Title, Inc. on January 3, 1983, and up-dated as of December 21, 1983, certify that at that time, leasehold title to these apartments was vested in Norwest Financial Hawaii, Inc., a Hawaii corporation, and in HA, which is the buyer of all of the interest of Norwest Financial Hawaii, Inc., by way of an Agreement of Sale dated September 2, 1983, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 17298, Page 50, as the Owner/Developer, for purposes of this Report.

ENCUMBRANCES AGAINST TITLE: Said Report issued by Hawaii Escrow & Title, Inc., reflects the following encumbrances:

1. Real property taxes which may be due and owing. Reference is hereby made to the Office of the Tax Assessor, Third Division, for further information.

2. Assessments or charges levied by Municipal or Governmental Authority or imposed by any other lawfully constituted body authorized by Statute to assess, levy and collect the same, if any.

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

4. A 25 foot building construction setback.

5. Covenants, conditions, restrictions, reservations, provisions and obligations set forth in the Declaration of Horizontal Property Regime with by-laws attached, dated October 14, 1980, recorded in the Bureau of Conveyances in Liber 15146, Page 227, and matters shown in Condominium File Plan No. 770.

NOTE: Amendments to Declaration of Horizontal Property Regime dated October 1, 1981, recorded in said Bureau in Liber 15874, Page 175; dated July 19, 1982, recorded in said Bureau in Liber 16488, Page 11; and dated October 5, 1983, recorded in said Bureau in Liber 17529, Page 236.

6. Easements encumbering the apartments and/or common interest appurtenant thereto as created/mentioned in said Declaration, Conveyance and/or File Plan.

7. Terms, provisions and conditions of that certain Lease dated August 10, 1981, by and between Shizuko Teshima and Fumio Teshima, husband and wife, Harold Haruo Teshima, Irene Ayako Izumi and Florence Fumiko Ow as "Lessors" and Tony Leeb, Charles G. Crowe and Jean P. Crowe, doing business under the name of Honalo Plaza as "Lessees" recorded August 31, 1981, in Liber 15788, Page 288. Said Master Lease was amended by instrument dated September 15, 1981, and recorded in said Bureau in Liber 15839, Page 682, and by instrument dated October 5, 1983, recorded in said Bureau in Liber 17529, Page 253.

Said lease was assigned to Honalo Plaza, Inc., a Hawaii corporation by instrument dated August 10, 1981, recorded in said Bureau in Liber 15788, Page 319.

By Order and Decree Transferring Leasehold Estate dated March 21, 1983, filed under Civil No. 8097, of the Circuit Court of the Third Circuit, State of Hawaii, said interest of Honalo Plaza, Inc. in above Master Lease was vested in Dial Finance Company of Hawaii, Inc., (now known as Norwest Financial Hawaii, Inc., a Hawaii corporation) a copy of said Order and Decree being recorded March 29, 1983, in Liber 16939, Page 495, in the Bureau of Conveyances.

8. Agreement of Sale dated September 2, 1983, by and between Norwest Financial Hawaii, Inc., a Hawaii corporation, as "Seller" and Hui Aihui, a registered Hawaii partnership, as "Buyer", recorded in the Bureau of Conveyances in Liber 17298, Page 50.

PURCHASE MONEY HANDLING: Copies of the specimen Apartment Unit Sales Contract, Condominium Conveyance Document and executed Escrow Agreement have been submitted as part of the registration. On examination, these documents are found to comply with the Condominium Act. The Escrow Agreement dated February 18, 1984, identified Hawaii Escrow & Title, Inc. as the Escrow Agent for the handling of purchase money for apartment unit sales.

Among other provisions, the executed Escrow Agreement provides that a purchaser shall be entitled to a return of his funds, and Escrow shall pay such funds, without interest and without deducting any cancellation fee imposed by Escrow, promptly after request for return by purchaser if any of the following has occurred:

(a) Developer has requested Escrow in writing to return to purchaser the funds of purchaser then being held by Escrow; or

(b) Developer has notified Escrow in writing that Developer or purchaser has exercised the option to rescind the sales contract pursuant to any right of rescission stated therein; but if the option to rescind is exercised by Developer because of purchaser's failure to qualify for financing, Escrow shall return funds to purchaser without interest and less cost of any credit report, escrow cancellation fee and other costs incurred by Developer in processing such loan application.

Except as provided in subparagraph (b), upon cancellation and refund as provided above, Escrow shall be entitled to a flat fee from Developer of \$35.00.

It is incumbent upon the purchaser and prospective purchaser that he read with care these documents. The Escrow Agreement establishes how the proceeds from the sale of apartments are placed in trust, as well as the retention and disbursement of this trust fund.

The specimen Sales Contract determines the time for and the amount of payments on the purchase price, and the payment of closing costs. Each apartment unit buyer warrants that he has the ability to pay the purchase price for his apartment either from his own funds and/or the proceeds of a loan that the buyer promises he can obtain.

The Owner/Developer makes no warranties, express or implied, with respect to the Condominium, any apartment, the common elements and appliances, furnishings and other consumer products, nor is the Owner/Developer liable for any consequential damages, including but not limited to injury, death or property damage. Among other things, this means THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, WORKMANLIKE CONSTRUCTION, OR SUFFICIENCY OF DESIGN, OR ANY OTHER WARRANTY OR LIABILITY.

Apartment unit purchasers and prospective purchasers should read the provisions of the specimen Sales Contract with care.

MANAGEMENT AND OPERATION: Article IV Section II of the Condominium By-Laws states that the Board of Directors shall at all times employ a responsible corporate management agent to manage and control the Condominium, subject at all times to direction by the Board of Directors. KNUTSON, BARLEY & REESE LTD. of Kailua Kona, Hawaii, is the present managing agent. The maintenance fees payable on each apartment owner and the budget for the Association that are a part of the Condominium Disclosure Abstract attached to this Supplementary Report are the actual current fees and budget that have been established. These fees and budget may be updated later and from time to time as changes occur, and the attached Condominium Disclosure Abstract changed accordingly.

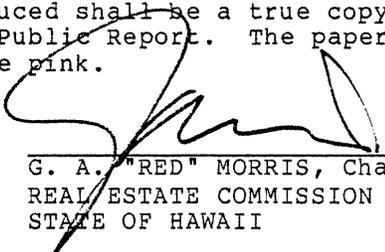
STATUS OF PROJECT: The Condominium was completed in 1970. It was not built by the Owner/Developer named in this Registration.

A letter dated July 10, 1980 from the Department of Public Works, Hawaii County, states that at the time the building was completed, it met all building regulations then in affect and that there are no current code violations.

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The buyer or prospective buyer should be cognizant of the fact that this published report represents information disclosed by the original Developer in the required Notice of Intention submitted on December 2, 1980, and additional information subsequently filed as of March 6, 1984.

This SUPPLEMENTARY HORIZONTAL PROPERTY REGIMES (CONDOMINIUM) PUBLIC REPORT is made a part of Registration No. 1374 filed with the Commission on December 2, 1980.

The report when reproduced shall be a true copy of the Commission's Supplementary Public Report. The paper stock used in making facsimiles must be pink.

  
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G. A. "RED" MORRIS, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:  
DEPARTMENT OF FINANCE, COUNTY OF HAWAII  
BUREAU OF CONVEYANCES  
PLANNING DEPARTMENT, COUNTY OF HAWAII  
FEDERAL HOUSING ADMINISTRATION  
ESCROW AGENT

Registration No. 1374  
March 12, 1984

HONALO PLAZA  
CONDOMINIUM DISCLOSURE ABSTRACT

This document is furnished to prospective buyers together with the Supplementary Public Report as required by Hawaii's condominium law. Buyers are referred to as "you" in this document.

1. THE PROJECT.

Name: HONALO PLAZA  
Address: Mamalahoa Highway  
Kailua-Kona, Hawaii

Developer Named in  
Supplementary Registration 1374: HUI AIHUI, 1495 S. King  
Street, Room Two,  
Honolulu, Hawaii 96814;  
Telephone: (808)944-1133

Project Manager-Managing Agent: KNUTSON, BURLEY & REESE,  
LTD. a Hawaii  
corporation

2. Maintenance Fees:

Attached as Exhibit "I" is a budget for the annual maintenance fees for the Condominium Project and a break-down of these fees for each residential apartment in the Project for the year 1983. The maintenance assessments cover the "common expenses" of the Project, as defined in the Declaration and By-laws of the Condominium.

You should understand that: (a) this information has been prepared by the Managing Agent, as agent for the existing Association of Apartment Owners, and has not been prepared by the Developer; (b) that while the Condominium does have an operating history, the budget is an estimate of the common expenses that the Project will incur during the year 1983, and more or less than that estimated; and (c) additionally, even if these costs have been accurately estimated, common expenses will tend to increase over time because of the aging of the Project and inflation and such other variables as uninsured casualty, loss or damage, increased or decreased services from those now contemplated, and so on. The Developer does not promise that this information will reflect actual expenses and/or the full amount of maintenance assessments throughout the year 1983 or in subsequent years.

3. Warranties.

The Condominium was built in 1970. You will be buying an apartment "as is". YOU UNDERSTAND AND AGREE, THAT EXCEPT AS PROHIBITED BY EXPRESS PROVISION OF LAW, THE DEVELOPER IS

NOT GIVING YOU ANY WARRANTIES, EXPRESSED OR IMPLIED, ON YOUR APARTMENT, THE CONDOMINIUM, OR ANYTHING INSTALLED IN THEM. YOU DO NOT HAVE: (A) ANY WRITTEN WARRANTIES; OR (B) ANY WARRANTIES THAT THE LAW MIGHT OTHERWISE GIVE TO YOU. FOR SOME EXAMPLES, YOU DO NOT HAVE ANY WARRANTIES OF MERCHANTABILITY; OR FITNESS FOR A PARTICULAR PURPOSE; OR HABITABILITY; OR WORKMANLIKE CONSTRUCTION; OR SUFFICIENCY OF DESIGN; OR ANY OTHER WARRANTY. This also means that you cannot complain against the Developer or force the Developer to fix any defects. It makes no difference what caused the defects or when it was discovered. The Developer does not have to fix it or pay for it to be fixed.

YOU ALSO GIVE UP (IN LEGAL TERMS - RELEASE AND DISCHARGE) ALL CLAIMS AGAINST THE DEVELOPER OVER ANY DEFECTS. THIS INCLUDES ANY CLAIMS OF NEGLIGENCE. YOU ALSO AGREE THAT THE DEVELOPER HAS NO LIABILITY FOR ANY INJURY OR DAMAGE TO PEOPLE OR THINGS WHICH MIGHT BE CAUSED BY ANY DEFECT. YOU ALSO RELEASE AND DISCHARGE THE DEVELOPER FROM THIS KIND OF LIABILITY.

4. USE.

The project shall consist of 18 residential apartments and 12 commercial apartments. Apartment owners may rent their units either on a long-term or transitory basis.

HONALO PLAZA

EXHIBIT "I"  
PROJECTED COMMON AREA MAINTENANCE FEES

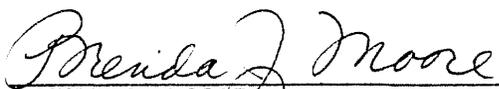
|                                | <u>PER MONTH</u> | <u>PER YEAR</u> |
|--------------------------------|------------------|-----------------|
| MANAGEMENT FEE                 | \$400.00         | \$4,800.00      |
| RESIDENT MANAGER               | 300.00           | 3,600.00        |
| REPAIRS                        | 100.00           | 1,200.00        |
| INSURANCE (fire and liability) | 400.00           | 4,800.00        |
| LAND LEASE RENT                | 800.00           | 9,600.00        |
| <u>UTILITIES:</u>              |                  |                 |
| ELECTRICITY                    | 500.00           | 6,000.00        |
| COMMON AREA LIGHTS             | 110.00           | 1,320.00        |
| TRASH                          | 250.00           | 3,000.00        |
| WATER                          | 100.00           | 1,200.00        |
| GAS                            | 625.00           | 7,500.00        |
| TELEPHONE                      | 15.00            | 180.00          |
| <u>MISCELLANEOUS SUPPLIES</u>  |                  |                 |
| CLEANING, YARD & BATH SUPPLIES | 50.00            | 600.00          |
| MISCELLANEOUS                  | 50.00            | 600.00          |
| <u>TRANSFER TO RESERVES:</u>   | <u>125.00</u>    | <u>1,800.00</u> |
| TOTALS                         | \$3,825.00       | \$45,900.00     |

MONTHLY ESTIMATED COMMON AREA COST PER APARTMENT

| <u>APT.NOS.</u>                              | <u>ESTIMATED MONTHLY COST</u> |
|--|-------------------------------|
| 1-6  | \$210.38                      |
| 101-106, 108, 111, 202-205<br>and 208-211    | \$100.41                      |
| 107, 109, 110, 112, 201,<br>206, 207 and 212 | \$119.52                      |

I hereby certify that this budget was reviewed and prepared under my personal supervision and said schedules are based on generally accepted accounting principles, and the costs and fees herein are estimates as of October 20, 1983.

Dated at Honolulu, Hawaii, this 13th day of February, 1984.

  
BREND A. J. MOORE  
Managing Agent  
HUI AIHUI, a registered Hawaii  
joint venture