



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

**CONDOMINIUM PUBLIC REPORT**

on

**ONE WATERFRONT TOWERS**  
South/Auahi/Pohukaina Streets  
Honolulu, Hawaii

Registration No. 1860

Issued: July 1, 1988  
Expires: August 1, 1989

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of June 8, 19 88 and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

Type of Report:

- PRELIMINARY:** (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 when complete information is filed.
- FINAL:** (white) The developer has legally created a condominium and has filed complete information with the Commission.
  - Supersedes all prior public reports
  - Must be read together with \_\_\_\_\_
- SUPPLEMENTARY:** (pink) Updates information contained in the
  - Prelim. Public Report dated \_\_\_\_\_
  - Final Public Report dated \_\_\_\_\_
  - Supp. Public Report dated \_\_\_\_\_
- And  Supersedes all prior public reports
- Must be read together with \_\_\_\_\_
- This report reactivates the \_\_\_\_\_ public report(s) which expired on \_\_\_\_\_

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required                       Not Required -- disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

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

1. Since issuance of the Preliminary Public Report on the Project on June 22, 1987, and the Supplementary Public Report on July 15, 1987, the following changes have occurred:
  - a. The Developer's address has changed.
  - b. The parking apartments have been reconfigured and the common interests appurtenant thereto have been changed.
  - c. Parking stalls have been assigned as limited common elements appurtenant to Industrial Apartment No. 1 and each of the parking apartments.
  - d. The parking stalls assigned to Apartment Nos. Mauka 104, Mauka 204, Mauka 304, Mauka 2603, Mauka 3303, Makai 4501, and the Manager's apartment have been modified as set forth in the Declaration and the Condominium Map.
  - e. The floor plan for Industrial Apartment No. 1 has been revised as set forth in the Declaration and the Condominium Map.
  - f. The height of the parking apartments has been limited to 7 feet above the floors thereof.
  - g. Buyers will be required to sign a Confirmation Agreement and Amendment of Reservation and Sales Agreement in the respective forms filed with the Real Estate Commission.
  - h. The forms of Apartment Leases have been modified to require the Tenant to pay "Additional Rent", as well as the Tenant's share of improvement district assessments (including without limitation Improvement District Nos. 1 and 2) applicable to the Project.
  - i. The Co-Brokerage Agreement has been amended by First Amendment of Co-Brokerage Agreement, Second Amendment of Co-Brokerage Agreement and Third Amendment of Co-Brokerage Agreement.
  - j. The Declaration, the By-Laws, the Condominium Map, and the forms of Apartment Leases have been modified.
  - k. The Developer and Escrow executed an Agreement Regarding Letters of Credit dated May 3, 1988.
2. This Final Public Report on ONE WATERFRONT TOWERS, dated July 1, 1988, supersedes all prior public reports and shall be deemed complete in its entirety.

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## GENERAL INFORMATION ON CONDOMINIUMS

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of Hawaii's "Horizontal Property Act" (Chapter 514A, Hawaii Revised Statutes) must be followed.

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

Common elements are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, 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 they may be disposed of by will, gift, or operation of law.

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

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

### Operation of the Condominium Project

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

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without a vote of the owners. Some of these actions may significantly impact the quality of life for all apartment owners.

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

**SUMMARY OF THE CONDOMINIUM PROJECT**

(cite to appropriate pages  
in text of report)

Interest to be Conveyed to Buyer:

A leasehold interest in the apartment and its appurtenant undivided common interest in the common elements will be conveyed to the Buyer by an apartment lease.

Type of Project:

1.  New Building(s)  Conversion  
 Both New Building(s) and Conversion
2.  Residential  Commercial  
 Mixed Residential and Commercial  
 Other Mixed Residential and Industrial
3.  High Rise (5 stories or more)  Low Rise
4.  Single or  Multiple Buildings
5. Apartment Description SEE EXHIBIT A

<u>Apt. Type</u>	<u>Qty</u>	<u>BR/Bath</u>	<u>Net Living Area*</u>	<u>Lanai/Patio</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Total Apartments: 306-residential; 1-industrial; 3-parking apartments

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

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

6. Parking:

	<u>Number of Stalls</u>	
Assigned Stalls (Individual Units)	<u>501*</u>	*11 stalls (initially assigned to Apartment No. Makai 4501) are available for purchase
Guest Stalls	<u>14</u>	
Unassigned Stalls (Manager's stall)	<u>1</u>	
Extra Stalls Available for Purchase	<u>*</u>	
Other: _____	_____	
Total Parking Stalls	<u>516**</u>	**In addition, the Project contains 3 Parking Apartments

7. Recreational amenities:

(All limited common elements appurtenant to the Residential Apartments)--Swimming pool, cabana, workout room (with two bathrooms), and two tennis courts.

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Waterfront Towers Limited Partnership Phone: 521-9090  
Suite 500, Two Waterfront Plaza (Business)  
500 Ala Moana Boulevard  
Business Address  
Honolulu, Hawaii 96813

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

General Partner - Waterfront High-Rise Corp.  
The principal officer of Waterfront High-Rise Corp. is Bruce C. Stark.  
Limited Partner - WHR Corp.

Real Estate Sales Agent: Stark Realty, Ltd. Phone: 944-8744  
1600 Ala Moana Blvd., Honolulu, HI 96815  
Bruce Investments, Ltd.  
Sales Agent: Suite 500, Two Waterfront Plaza Phone: 521-9090  
500 Ala Moana Boulevard (Business)  
Honolulu, Hawaii 96813  
Business Address  
and PAX Realty Corporation Phone: 924-1037  
Suite 777, 1221 Kapiolani Boulevard  
Honolulu, Hawaii 96814

Escrow: T. I. of Hawaii, Inc. Phone: 526-3571  
Name (Business)  
Suite 700, Pacific Tower, 1001 Bishop Street  
Business Address  
Honolulu, Hawaii 96813

Managing Agent: Hawaiiana Management Company, Ltd. Phone: 528-3800  
Name (Business)  
Suite 1100, 1100 Ward Avenue  
Business Address  
Honolulu, Hawaii 96814

Attorney for Developer: Goodsill Anderson Quinn & Stifel  
(Attention: Robert F. Hirano, Esq.)  
Name  
130 Merchant Street, 16th Floor  
Business Address  
Honolulu, Hawaii 96813

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

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Horizontal Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners.

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

The Declaration for this condominium is:

Proposed  
 Recorded — Bureau of Conveyances — Book 21957 Page 339  
 Filed — Land Court — Document Number \_\_\_\_\_

Amendment date(s) and recording/filing information:

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

The Condominium Map for this condominium project is:

Proposed  
 Recorded — Bureau of Conveyance Condo Map No. 1127  
 Filed — Land Court Condo Map No. \_\_\_\_\_

Amendment date(s) and recording/filing information:

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

The Bylaws for this condominium are:

Proposed  
 Recorded — Bureau of Conveyances — Book 21957 Page 398  
 Filed — Land Court — Document Number \_\_\_\_\_

Amendment date(s) and recording/filing information:

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

The House Rules for this condominium are:

Proposed       Adopted

Developer does not plan to adopt house rules.

E. Changes to Condominium Documents

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

1. Apartment Owners: Minimum percentage of apartment owners who 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%, except where a higher percentage is required by specific provisions of the Declaration.</u>
Bylaws	65%	<u>65%</u>
House Rules	-	<u>Majority of Board of Directors</u>

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

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

The Developer and the Fee Owner may amend the Declaration, By-Laws and Condominium Map (a) at any time prior to the recording of the first apartment conveyance to a party not a signatory to the Declaration; and (b) to make any amendment required by law, by the Real Estate Commission, by any title insurance company issuing title insurance on the Project or any apartment, by any institutional lender lending funds on the security of the Project or any apartment, or by any governmental agency of any other jurisdiction as a condition to marketing the Project in such jurisdiction; and the Developer, with the consent of the Fee Owner, may amend the Declaration, By-Laws and Condominium Map to record the "as built" verified statement required by Section 415A-12, HRS.

The Condominium Statute (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

- Fee Simple: Individual apartments and the underlying land will be in fee simple.
- Leasehold or Subleasehold: Individual apartments and the underlying land will be leasehold.

The leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (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.

Lease Term Expires: 65 years from the starting date of the term of the first apartment lease in the Project issued by the  
Rent Renegotiation Date(s): SEE EXHIBIT B Landlord.

Lease Rent Payable:  Monthly  Quarterly  
 Semi-Annually  Annually

Exhibit B contains a schedule of the lease rent for each apartment per  
 Month  Year.

Individual Apartments in Fee Simple, Underlying Land in Leasehold or Subleasehold:

The 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; or (2) convey the building(s) and improvements to the lessor, often at a specified price.

Exhibit \_\_\_\_\_ contains further explanations.

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

Lease Rent Payable:  Monthly  Quarterly  
 Semi-Annually  Annually

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

Other:

NOTE: Upon expiration of the Lease, the land and its improvements will revert back to the Lessor.

For Subleaseholds:

- Buyer's sublease may be cancelled if the master lease between the sublessor and fee owner is  
 Cancelled  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 cancelled or foreclosed.

B. Underlying Land:

Address: South Street 1st Div/  
Tax Map Key: 2-1-54-22  
Honolulu, Hawaii 96813 (TMK)

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

Land Area: 106,564  square feet  acre(s) Zoning: Mixed-Use Zone  
Residential under  
Fee Owner: Trustees of the Estate Kaka'ako Community  
of Bernice Pauahi Bishop Development District  
name Plan and Kaka'ako  
Suite 200, 567 South King Street Community Development  
address District Rules  
Honolulu, Hawaii 96813

Sublessor: \_\_\_\_\_  
name  
\_\_\_\_\_  
address  
\_\_\_\_\_

C. Buildings and Other Improvements:

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

2. Buildings: \_\_\_\_\_, Floors Per Building: \_\_\_\_\_  
 Exhibit \_\_\_\_\_ contains further explanations. SEE EXHIBIT C

3. Principal Construction Material:  
 Concrete  Hollow Tile  Wood  
 Other Glass, steel, aluminum and allied building materials

4. Permitted Uses:

	<u>No. of Apts.</u>		<u>No. of Apts.</u>
<input type="checkbox"/> Commercial	_____	<input checked="" type="checkbox"/> Industrial	<u>1</u>
<input checked="" type="checkbox"/> Residential	<u>306</u>	<input type="checkbox"/> Agricultural	_____
<input type="checkbox"/> Timeshare/Hotel	_____	<input type="checkbox"/> Recreational	_____
<input checked="" type="checkbox"/> Other: <u>Parking - 3</u>	_____		_____





9. Present Condition of Improvements NOT APPLICABLE  
 (For conversions of residential apartments in existence for five years):

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

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

10. Conformance to Present Zoning Code

a.  No variances to zoning code have been granted.

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

The Developer has obtained from the Hawaii Community Development Authority a Planned Development Permit (PD 1-82) dated February 8, 1984, as amended January 14, 1985, as amended November 12, 1986, and as further amended April 15, 1988.

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	_____	_____	_____
Structures	_____	_____	_____
Lot	_____	_____	_____

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

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

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

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

1. Common Elements: Common Elements are those parts of the condominium project intended to be used by all apartment owners. They are owned jointly by all apartment owners.

Exhibit   G   describes the common elements.

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

There are no limited common elements in this project.

The limited common elements and the apartments which may use them are:

described in Exhibit   G  

as follows:

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

Exhibit   H   describes the common interests for each apartment.

as follows:

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

Exhibit I describes the encumbrances against the title contained in the title report dated April 8, 1988.

Blanket Liens:

A blanket lien is a mortgage on a condominium project that secures a construction loan. It is usually released on an apartment-by-apartment basis upon payment of specified sums so that individual apartments can be conveyed to buyers free and clear of the lien.

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

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

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

<u>Type of Lien</u>	<u>Effect on Buyer's Interest If Developer Defaults</u>
Mortgage lien(s) of Developer's lender(s)	Buyer's interest is specifically made subject and subordinate to such liens.

NOTE: The Developer has notified the Commission that at the time of the first conveyance of each apartment, each of Developer's lender(s)' lien(s) will be paid and satisfied of record, or the apartment being conveyed and its common interest shall be released therefrom.

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

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

The initial managing agent for this condominium is:

not affiliated with the Developer.

the Developer or the Developer's affiliate.

other \_\_\_\_\_

G. Estimate of Initial Maintenance Fees:

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

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

(Disclosure Abstract)

Exhibit J / contains a schedule of maintenance fees and maintenance fee disbursements.

H. Utility Charges for Apartments:

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

- |                                      |   |
|--------------------------------------|---|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Television Cable         |
| <input type="checkbox"/> Gas         | <input checked="" type="checkbox"/> Water & Sewer |
| <input type="checkbox"/> Other _____ |   |

I. Construction Warranties:

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

1. Building and Other Improvements:

See Section 3 of Exhibit J (the Disclosure Abstract)

2. Appliances:

See Section 3 of Exhibit J (the Disclosure Abstract)

J. Status of Construction and Estimated Completion Date:

The Developer estimates that construction of the Project will commence in June 1, 1988 and will be completed on or about December 31, 1989.

K. Project Phases:

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

Summary of Developer's Present Plans for Future Development:

L. Sales Documents Filed with the Real Estate Commission:

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

Notice to Owner Occupants

Specimen Sales Contract and specimen Confirmation Agreement and Amendment of Reservation and Sales Agreement

Exhibit K contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated May 19, 1987

Exhibit L contains a summary of the pertinent provisions of the escrow agreement.

Other Agreement Regarding Letters of Credit dated May 3, 1988.

#### IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

1. Except for a refrigerator, dishwasher, range, range hood, oven, microwave oven, garbage disposal, washer, dryer, sinks and bathroom fixtures to be included only in Residential Apartments other than Type P1 and Type P2 Residential Apartments, EACH APARTMENT WILL BE AN "UNFINISHED" AND UNFURNISHED APARTMENT. For example, without limiting the generality of the foregoing, (a) the walls will not be painted or wallpapered; (b) the floors will be bare concrete floors; (c) there will be no electrical fixtures other than covered electrical sockets and electrical switches; and (d) the doors (other than the main entrance door) will be left unfinished.
  
2. Section 6.8 of the Declaration provides that until the last to occur of the termination of the Master Lease or the termination of all apartment leases covering apartments in the Project, (a) the Developer shall have a right and easement to construct, install, operate, repair, maintain, and/or relocate microwave antenna or antennae and/or other electronic and telecommunications equipment and facilities on, within or from the electrical rooms located on the forty-third floor of each of the Mauka Tower and the Makai Tower, together with the right to connect the same with or to any transmission or reception facilities or other point(s) within or outside of the Project, through any of the apartments and/or common elements of the Project, and together also with the right to transmit and receive microwave signals, and (b) the Developer shall have the right to grant, convey, assign and transfer such right and easement to any other person or persons, including without limitation, American Telephone and Telegraph Company.

Buyer's Right to Cancel Sales Contract:

A. Rights Under the Condominium Statute:

Preliminary Report: Sales made by the Developer are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

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

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

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

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

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

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

B. Rights Under the Sales Contract:

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

1. Condominium Public Reports issued by the Hawaii Real Estate Commission.
2. Declaration of Horizontal Property Regime and Condominium Map.
3. Bylaws of the Association of Apartment Owners.
4. House Rules.
5. Escrow Agreement.
6. Hawaii's Condominium Law (Chapter 514A, HRS, as amended; Hawaii Administrative Rules, Chapter 16-107, adopted by the Real Estate Commission).
7. Other \_\_\_\_\_

If these documents are not in final form, the buyer should ask to see the most recent draft.

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

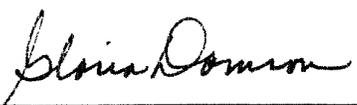
This Public Report is a part of Registration No. 1860 filed with the Real Estate Commission on May 29, 1987.

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\_\_\_\_\_  
GLORIA DAMRON, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

Distribution:

Bureau of Conveyances  
Department of Finance, City & County of Honolulu  
Planning Department, City & County of Honolulu  
Federal Housing Administration  
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CONDOMINIUM PUBLIC REPORT ON  
ONE WATERFRONT TOWERS

EXHIBIT A

APARTMENT DESCRIPTION

A. Residential Apartments:

<u>Apt. Type</u>	<u>Quantity</u>	<u>Bed- Room/ Bath</u>	<u>Net Living Area* (Sq. Ft.)</u>	<u>Lanai/ Patio (Sq. Ft.)</u>
A1	68	2/2	1,470	155
A2	68	2/2	1,470	155
A3	4	2/2	1,615	N/A
A4	4	2/2	1,615	N/A
A5	2	2/2	1,725	N/A
A6	2	2/2	1,725	N/A
A8	4	1/1 1/2	1,270	155
B1	48	1/1	804	130
B2	50	1/1	804	130
B3	12	1/1	804	235
B4	12	1/1	804	235
B5	2	2/2	1,195	130
C1	2	2/2	1,732	340
C2	6	2/2	1,732	N/A
C3	2	2/2	1,188	376
P1	2	3 Level Loft Space	4,475	N/A

<u>Apt. Type</u>	<u>Quantity</u>	<u>Bed-Room/ Bath</u>	<u>Net Living Area* (Sq. Ft.)</u>	<u>Lanai/ Patio (Sq. Ft.)</u>
P2	2	3 Level Loft Space	4,475	N/A
P3	2	2/2	1,785	N/A
P4	2	2/2	1,785	N/A
P5	2	2/2	1,730	N/A
P6	2	2/2	1,730	N/A
P7	2	2/2	1,560	N/A
P8	2	2/2	1,288	N/A
P9	2	2/2	2,082	N/A
P0	2	2/2	1,928	N/A

Total Residential Apartments: 306

B. Industrial Apartment No. 1 consists of one room or enclosed area containing a net floor area of approximately 49,891 square feet.

C. Parking Apartments:

Parking Apartment No. 1 - 4,581 sq. ft. (approx.)

Parking Apartment No. 2 - 2,040 sq. ft. (approx.)

Parking Apartment No. 3 - 1,343 sq. ft. (approx.)

TOTAL APARTMENTS: 310

\*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.

CONDOMINIUM PUBLIC REPORT ON  
ONE WATERFRONT TOWERS

EXHIBIT B

APARTMENT LEASE INFORMATION

A. Residential Apartments Leases:

The annual lease rent payable with respect to each Residential Apartment for the initial period ending 10 years from the starting date of the term of the first apartment lease in the Project issued by the Landlord, will be \$1.44 per square foot of the salable floor area of the respective Residential Apartment, payable in advance in two equal semiannual installments. The annual lease rent (payable in equal semiannual installments) for the next successive 10-year period will be the yearly rent payable for the prior rent period, increased by the same percentage as any net increase in the "Consumer Price Index for All Urban Consumers, Honolulu, Hawaii", published by the United States Department of Labor, during the 10-year period starting 3 months before the starting date of the term of the first apartment lease in the Project issued by the Landlord and ending 3 months before the end of the prior rent period, but the new yearly rent will not be more than 150% of the yearly rent payable during the prior rent period.

The annual lease rent (payable in equal semiannual installments) for the next 10 years of the term will be equal to the yearly rent for the prior 10-year period, increased by the same percentage as any net increase in the "Consumer Price Index For All Urban Consumers, Honolulu, Hawaii", during the 10-year period starting 3 months before the starting date of the prior 10-year period and ending 3 months before the end of the prior 10-year period, but the new yearly rent will not be more than 175% of the yearly rent which had to be paid during the prior 10-year rent period.

The annual lease rent (payable in equal semiannual installments) for and during each of the remaining three successive 10-year periods and the one final 5-year period, will be equal to "Tenant's share" (i.e., the percentage common interest appurtenant to the respective apartment) of the total yearly rent for the Project as determined by mutual agreement of the Landlord and a majority of the Board of Directors of the Association or by appraisal. The total yearly rent for the

Project during each such three 10-year periods and the one 5-year period will be the then current fair market rental value of the land on which the Project is located, but no less than 8% of the then fair market value of the land on which the Project is located. The measure used for setting land value will reflect the uses to which the land is then being put and the uses permitted in each of the apartment leases covering apartments in the Project. The value will be measured as though there were no buildings or improvements on the land. No matter what the land value is, the new yearly rent must be at least equal to the yearly rent during the last year of each immediately preceding rent period.

In addition to the rents described above, the Tenant under a Residential Apartment Lease will be required (i) to pay to Landlord on the Effective Date of the apartment lease, as prepaid rent, a sum equal to \$2.00 per square foot of the total salable square foot floor area of the respective apartment, and (ii) to pay to Landlord (annually in arrears) for and during the period January 1, 1990 to December 31, 2009, an annual sum equal to Tenant's share of \$190,867.53. Further, the Tenant under a Residential Apartment Lease will be required to pay Tenant's share of any and all improvement district or utility assessments applicable to the Project.

B. Industrial Apartment No. 1 Lease:

The annual lease rent payable with respect to Industrial Apartment No. 1 for the initial period ending 10 years from the starting date of the term of the first apartment lease in the Project issued by the Landlord, will be \$1.80 per square foot of the leaseable floor area of said apartment, payable in advance in two equal semiannual installments. The annual lease rent (payable in equal semiannual installments) for the next successive 10-year period will be the yearly rent payable for the prior rent period, increased by the same percentage as any net increase in the "Consumer Price Index for All Urban Consumers, Honolulu, Hawaii", published by the United States Department of Labor, during the 10-year period starting 3 months before the starting date of the term of the first apartment lease in the Project issued by the Landlord and ending 3 months before the end of the prior rent period, but the new yearly rent will not be more than 150% of the yearly rent payable during the prior rent period.

The annual lease rent (payable in equal semiannual installments) for the next 10 years of the term will be equal to the yearly rent for the prior 10-year

period, increased by the same percentage as any net increase in the "Consumer Price Index For All Urban Consumers, Honolulu, Hawaii", during the 10-year period starting 3 months before the starting date of the prior 10-year period and ending 3 months before the end of the prior 10-year period, but the new yearly rent will not be more than 175% of the yearly rent which had to be paid during the prior 10-year rent period.

The annual lease rent (payable in equal semiannual installments) for and during each of the remaining three successive 10-year periods and the one final 5-year period, will be equal to "Tenant's share" (i.e., the percentage common interest appurtenant to the respective apartment) of the total yearly rent for the Project as determined by mutual agreement of the Landlord and a majority of the Board of Directors of the Association or by appraisal. The total yearly rent for the Project during each such three 10-year periods and the one 5-year period will be the then current fair market rental value of the land on which the Project is located, but no less than 8% of the then fair market value of the land on which the Project is located. The measure used for setting land value will reflect the uses to which the land is then being put and the uses permitted in each of the apartment leases covering apartments in the Project. The value will be measured as though there were no buildings or improvements on the land. No matter what the land value is, the new yearly rent must be at least equal to the yearly rent during the last year of each immediately preceding rent period.

In addition to the rents described above, the Tenant under the Industrial Apartment Lease will be required to pay to Landlord (annually in arrears) for and during the period January 1, 1990 to December 31, 2009, the sum of \$19,086.75 per year. Further, the Tenant under the Industrial Apartment Lease will be required to pay Tenant's share of any and all improvement district or utility assessments applicable to the Project.

#### C. Parking Apartment Leases:

The annual lease rent payable with respect to Parking Apartment Nos. 1, 2 and 3 will be \$1.00 per year during the term of the respective apartment lease. In addition, the Tenant under each Parking Apartment Lease will be required to pay Tenant's share (i.e., the percentage common interest appurtenant to the respective apartment) of any and all improvement district or utility assessments applicable to the Project.

CONDOMINIUM PUBLIC REPORT ON  
ONE WATERFRONT TOWERS

EXHIBIT C

DESCRIPTION OF THE BUILDINGS

The Project shall include a 5-story platform (which contains sublevels) with a basement level (the "Platform"), as shown on the Condominium Map, on the makai side of which will be located a 45-story tower with a basement level (the "Makai Tower") and on the mauka side of which will be located another 45-story tower with a basement level (the "Mauka Tower"), as shown on the Condominium Map. The Project shall contain three hundred six (306) residential apartments (exclusive of the manager's apartment for use by the resident manager of the Association), one (1) industrial apartment (subject to division into any number of separate industrial apartments as provided in Section 18.2 of the Declaration), and three (3) parking apartments (each of which shall be subject to division into any number of separate parking apartments as provided in Section 18.2 of the Declaration).

CONDOMINIUM PUBLIC REPORT ON  
ONE WATERFRONT TOWERS

EXHIBIT D

SPECIAL USE RESTRICTIONS

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

1. The residential apartments of the Project shall be occupied and used only for residential purposes. The residential apartments may not be used for transient or hotel purposes, which are defined as (i) rental for any period less than thirty (30) days, or (ii) any rental in which the occupants of the apartment are provided customary hotel services such as room service for food and beverage, maid service, laundry service, linen service or bellboy service. Notwithstanding the foregoing, the residential apartments of the Project or any interest therein shall not be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-sharing purpose or under any time-sharing plan, arrangement or program, including without limitation any so-called "vacation license", "travel club membership" or "time-interval ownership" arrangement. The term "time-sharing" as used herein shall be deemed to include, but is not limited to, any plan, program or arrangement under which the right to use, occupy, own or possess a residential apartment or apartments in the Project rotates among various persons on a periodically recurring basis according to a fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, license, rental or use agreement, co-tenancy agreement, partnership or otherwise. Except for such transient, hotel or time-sharing purposes, the residential apartments may be leased subject to all provisions of this Declaration and the By-Laws.

2. The industrial apartment (and all industrial apartments into which said apartment is or may be divided pursuant to Section 18.2 of the Declaration) shall be operated and used only for "industrial" purposes or uses, as said term "industrial" is defined or described in the Kaka'ako Community Development District Plan and the Kaka'ako Community Development District Rules. The owner

or owners of the industrial apartment shall have the absolute right to rent or lease all or any portion or portions of the industrial apartment in connection with such industrial operation or use for any length of time and upon such terms and conditions as the owner or owners of such industrial apartment shall determine.

3. The parking apartments (and all parking apartments into which said apartments are or may be divided pursuant to Section 18.2 of the Declaration) shall be operated and used only for parking, parking related, and storage purposes. The owners of such parking apartments shall have the absolute right to rent or lease all or any portion or portions of the parking apartments in connection with such parking operation or use for any length of time and upon such terms and conditions as the owner or owners of such parking apartments shall determine.

4. No apartment owner of any apartment shall use his apartment for any purpose which will injure the reputation of the Project or suffer anything to be done or kept in his apartment or elsewhere in the Project which will (i) jeopardize the soundness of any building in the Project, (ii) interfere with or unreasonably disturb the rights of other owners and occupants, (iii) obstruct any walkway, stairway or corridor of any building, (iv) increase the rate of fire and extended coverage insurance on any building or the contents thereof, or (v) reduce the value of any building.

5. Except as otherwise provided in Section 6.8 or Section 18 of the Declaration or in the By-Laws, an apartment owner shall not, without the prior written consent of the Board of Directors and the Fee Owner, make any structural alterations in or additions to the apartment, make any interior alterations in or additions to the apartment visible from the exterior of the apartment, or make any alterations in or additions to the exterior of the apartment or to any other portion or portions of the common elements.

6. Notwithstanding anything contained hereinabove to the contrary, the Developer and the Developer's mortgage lender, and its successors and assigns, shall have the right to conduct extensive sales activities at and in the Project, including the use of model apartments, sales and management offices, parking stalls and extensive sales displays and activities, as set forth in Section 6.6 of this Declaration.

7. The Rules and Regulations provide, in part, that: (1) occupancy shall be limited to not more than two (2) persons per bedroom contained in each residential apartment, except that such occupancy may be exceeded by members of the immediate family of the owner, tenant or other occupant, provided that in no event shall the number of occupants be more than four (4) per bedroom; (2) no waterbeds of any nature shall be allowed in any residential apartment without the prior written approval of the Board of Directors; and (3) no livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the project except that dogs, cats and other household pets in reasonable number and size as determined by the Board may be kept by the apartment owners and occupants in their respective apartments, subject to the conditions and restrictions contained in the Rules and Regulations.

CONDOMINIUM PUBLIC REPORT ON  
ONE WATERFRONT TOWERS

EXHIBIT E

BOUNDARIES OF EACH APARTMENT

1. Each residential apartment consists of the spaces within the perimeter walls, floors and ceilings of the respective residential apartment as shown on the Condominium Map. The respective residential apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls or partitions, the foundations, columns, girders, beams, floor slabs, supports, roofs, skylights (if any) and ceilings located within or at the perimeter of or surrounding such apartment, any pipes, vents, shafts, ducts, conduits or other utility or service lines or enclosed spaces for wiring, pipes, air exhaust or air conditioning running through or otherwise within such apartment which are utilized for or serve more than one apartment, all of which are deemed common elements as hereinafter provided. Each residential apartment shall be deemed to include all of the walls and partitions which are not load-bearing and which are within its perimeter walls, the inner decorated or finished surfaces of all walls, floors, roofs and ceilings (other than skylights, if any); all glass windows (other than skylights, if any), window frames (other than skylight frames, if any), louvres (if any), shutters (if any), panels, doors and door frames along its perimeter; the lanais shown on the Condominium Map to the inner decorated or finished surfaces of the exterior perimeter walls of such lanais and to the exterior edge of the exterior railings or other boundaries of such lanais; and all of the fixtures and appliances (if any) originally installed therein.

2. The industrial apartment consists of the spaces within the exterior perimeter walls, floors and ceilings, as shown on the Condominium Map. The industrial apartment shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls or partitions, the foundations, columns, girders, beams, floor slabs, supports, and ceilings located within or at the perimeter of or surrounding such apartment, any pipes, wires, vents, shafts, ducts, conduits or other utility or service lines or enclosed spaces for wiring, pipes, air exhaust or air conditioning running

through or otherwise located within such apartment which are utilized for or serve more than one apartment, all of which are deemed common elements as hereinafter provided. The industrial apartment shall be deemed to include all of the walls and partitions which are not load-bearing and which are within its perimeter walls; the inner decorated or finished surfaces of all walls, floors, and ceilings; all glass windows (if any), window frames (if any), louvres (if any), shutters (if any), panels, doors and door frames along its perimeter; and all of the fixtures (if any) originally installed therein.

3. Each parking apartment consists of the spaces within the boundaries shown on the Condominium Map, which is enclosed by the exterior perimeter walls (if any) and/or imaginary vertical planes (where there is no perimeter wall), floors and imaginary horizontal planes (as ceilings) seven (7) feet above the floors, as shown on the Condominium Map. The respective parking apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls or partitions, the foundations, columns, girders, beams, floor slabs, supports, and ceilings located within or at the perimeter of or surrounding such apartment, any pipes, wires, vents, shafts, ducts, conduits or other utility or service lines or enclosed spaces for wiring, elevator, mechanical room, pipes, air exhaust or air conditioning running through or otherwise located within such apartment which are utilized for or serve more than one apartment (or which are otherwise designated herein as a common element), all of which are deemed common elements as hereinafter provided.

CONDOMINIUM PUBLIC REPORT ON  
ONE WATERFRONT TOWERS

EXHIBIT F

PERMITTED ALTERATIONS TO APARTMENTS

1. Section 18.1 of the Declaration provides that repair, replacement or restoration of the Project or of any building or other facility or construction of any additional building or structural alteration or addition to any structure, different in any material respect from said Condominium Map of the Project, shall be undertaken by the Association or any apartment owners only pursuant to an amendment of the Declaration, duly executed by or pursuant to the affirmative vote of seventy-five percent (75%) of the apartment owners and consented to in writing by the holders of all liens affecting any of the apartments, and in accordance with complete plans and specifications therefor first approved in writing by the Fee Owner and the Board of Directors, and promptly upon completion of such replacement, restoration or construction, the Association shall record and file of record such amendment, together with a complete set of floor plans of the Project as so altered, certified as built by a registered architect or professional engineer; PROVIDED, HOWEVER, that Section 18.1 of the Declaration shall not apply to or limit the rights and easements described in or referred to in Section 6.8 of the Declaration; PROVIDED FURTHER, HOWEVER, that notwithstanding any other provision in the Declaration to the contrary, and except as otherwise provided in any apartment lease issued by the Fee Owner, the owner of any apartment may make any alterations or additions within any apartment and to any parking stall or stalls assigned to any such apartment as a limited common element, and the owner of any two or more apartments separated by a common element which is a wall or floor (including a common element which is a floor of an apartment and a ceiling of the other), may alter or remove all or portions of the intervening wall or floor, if the structural integrity of the buildings is not thereby adversely affected and if the finish of the common element then remaining is then restored to a condition substantially comparable to that of the common element prior to such alterations. The owner of such adjacent apartments may install a stairway or doors to such opening or openings in such common element. Such alterations or additions within any apartment or apartments or to the parking

stall or stalls appurtenant to any apartment, shall require only the written approval thereof, including the apartment owner's plans therefor, by the Fee Owner, by the holders of first mortgage liens affecting such apartments (if the lien holders require such approval), by the appropriate agencies of the State of Hawaii and the City and County of Honolulu if such agencies so require, by the Board of Directors (which approval shall not be unreasonably or arbitrarily withheld or delayed), and by all other apartment owners thereby directly affected (as determined in a reasonable manner by the Board of Directors), and such alterations or additions may be undertaken without an amendment to the Declaration or filing of a complete set of floor plans of the Project as so altered. Prior to the termination of the common ownership of any such adjacent apartments, if the intervening wall or floor shall have been altered or removed pursuant to the foregoing provisions and/or any entry to hallways sealed, the owner of such apartments shall be obligated to restore such intervening wall or floor and/or hallway entries to substantially the same condition in which the same existed prior to such alteration or removal;

2. Section 18.2 of the Declaration provides that notwithstanding any other provision in the Declaration to the contrary, prior to (i) the time that all apartments in the Project have been sold and recorded, and (ii) the filing by the Developer of the "as built" verified statement (with plans, if applicable) required by Section 514A-12 of the Act (but in no event later than December 31, 1994), the Developer shall have the right, without the approval, consent or joinder of any apartment owner or any other person other than the Fee Owner, (a) to make alterations in the Project (and/or to amend the Declaration and the Condominium Map accordingly) which change the configuration of, alter the number of rooms of, decrease or increase the size of, or change the location of any apartment (and the limited common elements appurtenant thereto) in the Project which is not sold and recorded; (b) to make alterations in the Project (and/or to amend the Declaration and the Condominium Map accordingly) which divide any industrial apartment (and/or the limited common elements appurtenant thereto) into any number of separate industrial apartments (with the same or different appurtenant limited common elements), provided that the total undivided percentage common interest appurtenant to all industrial apartments in the Project shall at all times equal 9.50000%; (c) to make alterations in the Project (and/or to amend the Declaration and the Condominium Map accordingly) which divide any parking apartment (and/or the

limited common elements appurtenant thereto) into any number of separate parking apartments (with the same or different appurtenant limited common elements), provided that the total undivided percentage common interest appurtenant to all parking apartments in the Project shall at all times equal 0.50000%; or (d) to make other alterations in the Project (and to amend the Declaration and the Condominium Map accordingly) which make minor changes in any apartment in the Project or the common elements which do not affect the physical location, design or size of any apartment which has been sold and recorded; PROVIDED, HOWEVER, that as to (a), (b), (c) and (d) above, any such changes shall be reflected in an amendment to the Declaration as provided in Section 20.3 of the Declaration. As used herein the term "sold and recorded" shall mean and refer to the sale of apartments in the Project, and the recordation in the Bureau of Conveyances of the State of Hawaii of apartment leases or assignments of apartment leases transferring leasehold interests in the apartments from the Fee Owner or the Developer to parties not signatory to the Declaration.

CONDOMINIUM PUBLIC REPORT ON  
ONE WATERFRONT TOWERS

EXHIBIT G

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

A. Common Elements:

The common elements consist of all portions of the Project other than the apartments, herein called the "common elements", including specifically, but not limited to:

1. The Land in fee simple;
2. All foundations, columns, girders, beams, floor slabs, supports, perimeter, party and load-bearing walls and partitions (excluding the finishes thereon), roofs, skylights (if any), lobby areas, stairways, walkways, corridors, ramps, loading docks, fences (if any), entrances, entryways and exits of the Project, the porte cocheres, the manager's apartment and manager's parking stall (designated on the Condominium Map as parking stall no. 568) set aside for use by the resident manager, managing agent or other employee of the Association, the space set aside for use as an office by the managing agent or other employee of the Association, the conference room, the security offices, the mail rooms, all storage rooms not located within an apartment, the pump room, all maintenance rooms, all elevator machine rooms, all mechanical rooms, all electrical rooms (including the room for the electrical vault of HECO) and all trash rooms;
3. All yards, grounds, walkways, walkway railings, landscaping, refuse facilities and gardens;
4. The outdoor recreation area containing two (2) tennis courts, a swimming pool, and a cabana, all toilets and restroom facilities not located within an apartment, the cooling tower and the workout room;
5. All driveways, driveway ramps, parking stalls and parking areas (other than those located within the parking apartments);

6. All ducts, vents, shafts, sewer lines, sewage treatment equipment and facilities (if any), electrical equipment, pipes, 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, water, gas (if any), cablevision (if any), air conditioning, sewer, refuse, telephone, and radio and television signal distribution, except for the transmission and reception equipment and facilities belonging to Developer or American Telephone and Telegraph Company, as more particularly set forth in Section 6.8 of the Declaration;

7. Any and all apparatus and installations existing for common use, such as elevators, tanks, pumps, motors, fans, compressors and, in general, all other installations and apparatus existing for common use;

8. All mechanical, electrical and air conditioning equipment originally installed and located within any pump room, mechanical room, transformer room or electrical room or located elsewhere in the Project, whether or not utilized for or serving only one apartment; and

9. Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance or safety and normally in common use.

B. Limited Common Elements:

Certain parts of the common elements, herein called and designated "limited 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 shall be the following, including all improvements therein or thereon or constituting the same (excluding, however, all foundations, columns, girders, beams, floor slabs, supports, load-bearing walls and other structural portions of the Platform, the Makai Tower and the Mauka Tower other than the finished surfaces thereof, and excluding also any portions which are part of an apartment), to wit:

1. Residential Apartment No. Makai 4501 shall have appurtenant thereto as limited common elements and reserved for its exclusive use the elevator designated as

elevator #4, together with the related corridor area located on the forty-second floor, the related elevator shaft running from the forty-first floor through the forty-fifth floor and the related elevator equipment and machinery, all as shown on Sheets AL.48, AL.52 and AL.56 of the Condominium Map.

2. Residential Apartment No. Makai 4502 shall have appurtenant thereto as limited common elements and reserved for its exclusive use the elevator designated as elevator #5, together with the related corridor area located on the forty-second floor, the related elevator shaft running from the forty-first floor through the forty-fifth floor and the related elevator equipment and machinery, all as shown on Sheets AL.48, AL.52 and AL.56 of the Condominium Map.

3. Residential Apartment No. Mauka 4501 shall have appurtenant thereto as limited common elements and reserved for its exclusive use the elevator designated as elevator #9, together with the related corridor area located on the forty-second floor, the related elevator shaft running from the forty-first floor through the forty-fifth floor and the related elevator equipment and machinery, all as shown on Sheets AL.48A, AL.52A and AL.56A of the Condominium Map.

4. Residential Apartment No. Mauka 4502 shall have appurtenant thereto as limited common elements and reserved for its exclusive use the elevator designated as elevator #10, together with the related corridor area located on the forty-second floor, the related elevator shaft running from the forty-first floor through the forty-fifth floor and the related elevator equipment and machinery, all as shown on Sheets AL.48A, AL.52A and AL.56A of the Condominium Map.

5. Each Residential Apartment shall have appurtenant thereto and reserved for its exclusive use the parking stall or stalls assigned to it as set forth in Exhibit "B" attached to the Declaration.

6. The Residential Apartments shall have appurtenant thereto as limited common elements and reserved for their exclusive use the following:

a. The driveways and driveway ramps located on the second, third and fourth floors of the Platform, as shown on Sheets AO.10, AO.12 and AS.16 of the Condominium Map; and

b. The room for the pool equipment located on the fourth floor of the Platform, as shown on Sheet AO.12 of the Condominium Map; and

c. The outdoor recreation area containing the two (2) tennis courts, a cabana and a swimming pool, all located on the fifth floor of the Platform, as shown on Sheet AO.12 of the Condominium Map; and

d. The pump room, the maintenance room, the lower level of the electrical room, the lower level of the room for the HECO vault, the mechanical room and the trash room, all located on the basement level of the Makai Tower, as shown on Sheet AO.06 of the Condominium Map; and

e. The electrical room, the storage room and the trash room, all located on the basement level of the Mauka Tower, as shown on Sheet AO.06 of the Condominium Map; and

f. The porte cochere and adjoining driveway, the upper level of the electrical room, the upper level of the room for the HECO vault, the mechanical room, the storage room, the lobby area, the security office, the mail room, the trash room and the three (3) corridors, all located on the first floor of the Makai Tower, as shown on Sheet AL.08 of the Condominium Map; and

g. The porte cochere and adjoining driveway, the conference room, the lobby area, the security office, the mail room, the corridor, the trash room and the electrical room, all located on the first floor of the Mauka Tower, as shown on Sheet AL.01 of the Condominium Map; and

h. The storage room located on the second floor of the Mauka Tower, as shown on Sheets AL.28 of the Condominium Map; and

i. The workout room (with two bathrooms) located on the fifth floor of the Mauka Tower, as shown on Sheet AL.34 of the Condominium Map; and

j. Each electrical room and the top of each roof located on the forty-third floor of the Makai and Mauka Towers, as shown on Sheets AL.52 and AL.52A of the Condominium Map; and

k. Each machine room located on the forty-fourth floor of the Makai and Mauka Towers, as shown on Sheets AL.56 and AL.56A of the Condominium Map; and

l. The electrical rooms, the trash rooms and the corridors located on the second through forty-second floors of the Makai and Mauka Towers, as shown on Sheets AL.28, AL.32, AL.34, AL.36, AL.36A, AL.40, AL.40A, AL.44, AL.44A, AL.48, AL.48A, AL.52 and AL.52A of the Condominium Map; and

m. The six (6) elevators designated as elevators #1, #2 and #3 of the Makai Tower and as elevators #6, #7 and #8 of the Mauka Tower, together with the related corridor areas located on each floor from the second floor through the forty-second floor, the related elevator shafts running from the basement level through the forty-fourth floor and the related elevator equipment and machinery, as shown on Sheets AO.06, AO.08, AO.10, AO.12, AL.01, AL.08, AL.28, AL.32, AL.34, AL.36, AL.36A, AL.40, AL.40A, AL.44, AL.44A, AL.48, AL.48A, AL.52, AL.52A, AL.56 and AL.56A of the Condominium Map; and

n. The stairways and landings connecting each floor of the Makai Tower and each floor of the Mauka Tower running from the second floor through the forty-third floor, as shown on Sheets AL.01, AL.08, AL.28, AL.32, AL.34, AL.36, AL.36A, AL.40, AL.40A, AL.44, AL.44A, AL.48, AL.48A, AL.52 and AL.52A of the Condominium Map; and

o. The fourteen (14) guest parking stalls located on the street level of the Platform (designated on the Condominium Map as parking stall nos. 1 through 5, inclusive, 68 through 74, inclusive, 114 and 115).

7. Industrial Apartment No. 1 shall have appurtenant thereto and reserved for its exclusive use the parking stall assigned to it as set forth in Exhibit "B" attached to the Declaration.

8. Each Parking Apartment shall have appurtenant thereto and reserved for its exclusive use the parking stall assigned to it as set forth in Exhibit "B" attached to the Declaration.

CONDOMINIUM PUBLIC REPORT ON  
ONE WATERFRONT TOWERS

EXHIBIT H

COMMON INTEREST

<u>Apartment Number</u>	<u>Apartment Type</u>	<u>Common Interest</u>	<u>Parking Stall No(s).</u>
Industrial Apartment No. 1	N/A	9.50000%	0c
Parking Apartment No. 1	N/A	.28762%	116c
Parking Apartment No. 2	N/A	.12807%	91c
Parking Apartment No. 3	N/A	.08431%	570c
Mauka 104	A2	.34093%	211c & 535c
Mauka 202	B5	.27799%	289c & 334
Mauka 203	B2	.19595%	332
Mauka 204	A2	.34093%	331 & 361c
Mauka 302	B5	.27799%	513c & 534c
Mauka 303	B2	.19595%	512c
Mauka 304	A2	.34093%	439c & 511c
Mauka 402	B1	.19595%	482
Mauka 403	B2	.19595%	481
Mauka 404	A2	.34093%	333 & 533c
Mauka 501	A1	.34093%	336 & 532c
Mauka 502	B1	.19595%	484
Mauka 503	B2	.19595%	483

<u>Apartment Number</u>	<u>Apartment Type</u>	<u>Common Interest</u>	<u>Parking Stall No(s).</u>
Mauka 504	A2	.34093%	335 & 531c
Mauka 601	A1	.34093%	338 & 530c
Mauka 602	B1	.19595%	486
Mauka 603	B2	.19595%	485
Mauka 604	A2	.34093%	337 & 529c
Mauka 701	A1	.34093%	340 & 528c
Mauka 702	B1	.19595%	488
Mauka 703	B2	.19595%	487
Mauka 704	A2	.34093%	339 & 527c
Mauka 801	A1	.34093%	342 & 526c
Mauka 802	B1	.19595%	490
Mauka 803	B2	.19595%	489
Mauka 804	A2	.34093%	341 & 525c
Mauka 901	A1	.34093%	344 & 524c
Mauka 902	B1	.19595%	492
Mauka 903	B2	.19595%	491
Mauka 904	A2	.34093%	343 & 523c
Mauka 1001	A1	.34093%	346 & 522c
Mauka 1002	B1	.19595%	494
Mauka 1003	B2	.19595%	493
Mauka 1004	A2	.34093%	345 & 521c
Mauka 1101	A1	.34093%	348 & 520c
Mauka 1102	B1	.19595%	496
Mauka 1103	B2	.19595%	495

<u>Apartment Number</u>	<u>Apartment Type</u>	<u>Common Interest</u>	<u>Parking Stall No(s).</u>
Mauka 1104	A2	.34093%	347 & 519c
Mauka 1201	A1	.34093%	350 & 518c
Mauka 1202	B1	.19595%	498
Mauka 1203	B2	.19595%	497
Mauka 1204	A2	.34093%	349 & 517c
Mauka 1401	A1	.34093%	352 & 516c
Mauka 1402	B1	.19595%	500
Mauka 1403	B2	.19595%	499
Mauka 1404	A2	.34093%	351 & 515c
Mauka 1501	A1	.34093%	354 & 514c
Mauka 1502	B1	.19595%	502
Mauka 1503	B2	.19595%	501
Mauka 1504	A2	.34093%	353c & 390c
Mauka 1601	A1	.34093%	355 & 389c
Mauka 1602	B1	.19595%	504
Mauka 1603	B2	.19595%	503c
Mauka 1604	A2	.34093%	356 & 388c
Mauka 1701	A1	.34093%	357 & 387c
Mauka 1702	B1	.19595%	505
Mauka 1703	B2	.19595%	506
Mauka 1704	A2	.34093%	358 & 386c
Mauka 1801	A1	.34093%	359 & 385c
Mauka 1802	B1	.19595%	507
Mauka 1803	B2	.19595%	508

<u>Apartment Number</u>	<u>Apartment Type</u>	<u>Common Interest</u>	<u>Parking Stall NO(s).</u>
Mauka 1804	A2	.34093%	360 & 384c
Mauka 1901	A1	.34093%	182 & 383c
Mauka 1902	B1	.19595%	509
Mauka 1903	B2	.19595%	510
Mauka 1904	A2	.34093%	181 & 382c
Mauka 2001	A1	.34093%	184 & 381c
Mauka 2002	B1	.19595%	432
Mauka 2003	B2	.19595%	431
Mauka 2004	A2	.34093%	183 & 380c
Mauka 2101	A1	.34093%	186 & 379c
Mauka 2102	B1	.19595%	434
Mauka 2103	B2	.19595%	433
Mauka 2104	A2	.34093%	185 & 378c
Mauka 2201	A1	.34093%	188 & 377c
Mauka 2202	B1	.19595%	436
Mauka 2203	B2	.19595%	435
Mauka 2204	A2	.34093%	187 & 376c
Mauka 2301	A1	.34093%	190 & 375c
Mauka 2302	B1	.19595%	438
Mauka 2303	B2	.19595%	437
Mauka 2304	A2	.34093%	189 & 374c
Mauka 2401	A1	.34093%	192 & 373c
Mauka 2402	B1	.19595%	440
Mauka 2403	B2	.19595%	441

<u>Apartment Number</u>	<u>Apartment Type</u>	<u>Common Interest</u>	<u>Parking Stall No(s).</u>
Mauka 2404	A2	.34093%	191 & 372c
Mauka 2501	A1	.34093%	194 & 371c
Mauka 2502	B1	.19595%	442
Mauka 2503	B2	.19595%	443
Mauka 2504	A2	.34093%	193 & 370c
Mauka 2601	A1	.34093%	196 & 369c
Mauka 2602	B1	.19595%	444
Mauka 2603	B2	.19595%	445
Mauka 2604	A2	.34093%	195 & 368c
Mauka 2701	A1	.34093%	198 & 367c
Mauka 2702	B1	.19595%	282
Mauka 2703	B2	.19595%	281
Mauka 2704	A2	.34093%	197 & 366c
Mauka 2801	A1	.34093%	200 & 365c
Mauka 2802	B3	.21798%	284
Mauka 2803	B4	.21798%	283
Mauka 2804	A2	.34093%	199 & 364c
Mauka 2901	A1	.34093%	202 & 363c
Mauka 2902	B3	.21798%	286
Mauka 2903	B4	.21798%	285
Mauka 2904	A2	.34093%	201 & 362c
Mauka 3001	A1	.34093%	204 & 240c
Mauka 3002	B3	.21798%	288
Mauka 3003	B4	.21798%	287

<u>Apartment Number</u>	<u>Apartment Type</u>	<u>Common Interest</u>	<u>Parking Stall No(s).</u>
Mauka 3004	A2	.34093%	203c & 239c
Mauka 3101	A1	.34093%	205 & 238c
Mauka 3102	B3	.21798%	290
Mauka 3103	B4	.21798%	291
Mauka 3104	A2	.34093%	206 & 237c
Mauka 3201	A1	.34093%	207 & 236c
Mauka 3202	B3	.21798%	292
Mauka 3203	B4	.21798%	293
Mauka 3204	A2	.34093%	208 & 235c
Mauka 3301	A1	.34093%	209 & 234c
Mauka 3302	B3	.21798%	294
Mauka 3303	B4	.21798%	295
Mauka 3304	A2	.34093%	210 & 233c
Mauka 3401	A1	.34093%	38 & 232c
Mauka 3402	C1	.43471%	37 & 231c
Mauka 3404	A2	.34093%	40 & 230c
Mauka 3501	A1	.34093%	39 & 229c
Mauka 3502	C2	.36338%	42 & 228c
Mauka 3504	A2	.34093%	41 & 227c
Mauka 3601	A1	.34093%	44 & 226c
Mauka 3602	C2	.36338%	43 & 225c
Mauka 3604	A2	.34093%	46 & 224c
Mauka 3701	A1	.34093%	45 & 223c
Mauka 3702	C2	.36338%	48 & 222c

<u>Apartment Number</u>	<u>Apartment Type</u>	<u>Common Interest</u>	<u>Parking Stall No(s).</u>
Mauka 3704	A2	.34093%	47 & 221c
Mauka 3801	A3	.33883%	50 & 220c
Mauka 3802	P0	.40450%	49 & 219c
Mauka 3804	A4	.33883%	52 & 218c
Mauka 3901	A3	.33883%	51 & 217c
Mauka 3902	P9	.43681%	54 & 216c
Mauka 3904	A4	.33883%	53 & 215c
Mauka 4001	A5	.36191%	56 & 214c
Mauka 4002	C3	.32813%	55 & 213c
Mauka 4004	A6	.36191%	58 & 212c
Mauka 4101	P5	.36296%	57 & 88c
Mauka 4102	P8	.27022%	60 & 89c
Mauka 4104	P6	.36296%	59c & 90c
Mauka 4201	P3	.37449%	61 & 85c
Mauka 4202	P7	.32729%	62 & 86c
Mauka 4204	P4	.37449%	63 & 87c
Mauka 4501	P1	.93884%	64 & 65
Mauka 4502	P2	.93884%	66 & 67c
Makai 101	A1	.34093%	271c & 536c
Makai 104	A8	.29897%	247c
Makai 201	A1	.34093%	330 & 537c
Makai 202	B1	.19595%	421c
Makai 203	B2	.19595%	397c
Makai 204	A8	.29897%	329

<u>Apartment Number</u>	<u>Apartment Type</u>	<u>Common Interest</u>	<u>Parking Stall No(s).</u>
Makai 301	A1	.34093%	538c & 558
Makai 302	B1	.19595%	557
Makai 303	B2	.19595%	556
Makai 304	A8	.29897%	555c
Makai 401	A1	.34093%	328 & 540c
Makai 402	B1	.19595%	480
Makai 403	B2	.19595%	479
Makai 404	A8	.29897%	327
Makai 501	A1	.34093%	326 & 541c
Makai 502	B1	.19595%	478
Makai 503	B2	.19595%	477
Makai 504	A2	.34093%	325 & 542c
Makai 601	A1	.34093%	324 & 543c
Makai 602	B1	.19595%	476
Makai 603	B2	.19595%	475
Makai 604	A2	.34093%	323 & 544c
Makai 701	A1	.34093%	322 & 545c
Makai 702	B1	.19595%	474
Makai 703	B2	.19595%	473
Makai 704	A2	.34093%	321 & 546c
Makai 801	A1	.34093%	320 & 547c
Makai 802	B1	.19595%	472
Makai 803	B2	.19595%	471
Makai 804	A2	.34093%	319 & 548c

<u>Apartment Number</u>	<u>Apartment Type</u>	<u>Common Interest</u>	<u>Parking Stall No(s).</u>
Makai 901	A1	.34093%	318 & 549c
Makai 902	B1	.19595%	470
Makai 903	B2	.19595%	469
Makai 904	A2	.34093%	317 & 550c
Makai 1001	A1	.34093%	316 & 551c
Makai 1002	B1	.19595%	468
Makai 1003	B2	.19595%	467
Makai 1004	A2	.34093%	315 & 552c
Makai 1101	A1	.34093%	314 & 553c
Makai 1102	B1	.19595%	466
Makai 1103	B2	.19595%	465
Makai 1104	A2	.34093%	313 & 554c
Makai 1201	A1	.34093%	312 & 446c
Makai 1202	B1	.19595%	464
Makai 1203	B2	.19595%	463
Makai 1204	A2	.34093%	311 & 447c
Makai 1401	A1	.34093%	310 & 448c
Makai 1402	B1	.19595%	462
Makai 1403	B2	.19595%	461
Makai 1404	A2	.34093%	309 & 449c
Makai 1501	A1	.34093%	308 & 450c
Makai 1502	B1	.19595%	460
Makai 1503	B2	.19595%	459
Makai 1504	A2	.34093%	307 & 392c

<u>Apartment Number</u>	<u>Apartment Type</u>	<u>Common Interest</u>	<u>Parking Stall No(s).</u>
Makai 1601	A1	.34093%	306 & 391c
Makai 1602	B1	.19595%	458
Makai 1603	B2	.19595%	457
Makai 1604	A2	.34093%	305 & 394c
Makai 1701	A1	.34093%	304 & 393c
Makai 1702	B1	.19595%	456
Makai 1703	B2	.19595%	455
Makai 1704	A2	.34093%	303 & 396c
Makai 1801	A1	.34093%	302 & 395c
Makai 1802	B1	.19595%	454
Makai 1803	B2	.19595%	453
Makai 1804	A2	.34093%	301c & 398c
Makai 1901	A1	.34093%	180 & 399c
Makai 1902	B1	.19595%	452
Makai 1903	B2	.19595%	451c
Makai 1904	A2	.34093%	179 & 400c
Makai 2001	A1	.34093%	178 & 401c
Makai 2002	B1	.19595%	430
Makai 2003	B2	.19595%	429
Makai 2004	A2	.34093%	177 & 402c
Makai 2101	A1	.34093%	176 & 403c
Makai 2102	B1	.19595%	428
Makai 2103	B2	.19595%	427
Makai 2104	A2	.34093%	175 & 404c

<u>Apartment Number</u>	<u>Apartment Type</u>	<u>Common Interest</u>	<u>Parking Stall No(s).</u>
Makai 2201	A1	.34093%	174 & 405c
Makai 2202	B1	.19595%	426
Makai 2203	B2	.19595%	425
Makai 2204	A2	.34093%	173 & 406c
Makai 2301	A1	.34093%	172 & 407c
Makai 2302	B1	.19595%	424
Makai 2303	B2	.19595%	423
Makai 2304	A2	.34093%	171 & 408c
Makai 2401	A1	.34093%	170 & 409c
Makai 2402	B1	.19595%	422
Makai 2403	B2	.19595%	420
Makai 2404	A2	.34093%	169 & 410c
Makai 2501	A1	.34093%	168 & 411c
Makai 2502	B1	.19595%	419
Makai 2503	B2	.19595%	418
Makai 2504	A2	.34093%	167 & 412c
Makai 2601	A1	.34093%	166 & 413c
Makai 2602	B1	.19595%	417
Makai 2603	B2	.19595%	416c
Makai 2604	A2	.34093%	165 & 414c
Makai 2701	A1	.34093%	164 & 415c
Makai 2702	B1	.19595%	280
Makai 2703	B2	.19595%	279
Makai 2704	A2	.34093%	163 & 296c

<u>Apartment Number</u>	<u>Apartment Type</u>	<u>Common Interest</u>	<u>Parking Stall No(s).</u>
Makai 2801	A1	.34093%	162 & 297c
Makai 2802	B3	.21798%	278
Makai 2803	B4	.21798%	277
Makai 2804	A2	.34093%	161 & 298c
Makai 2901	A1	.34093%	160 & 299c
Makai 2902	B3	.21798%	276
Makai 2903	B4	.21798%	275
Makai 2904	A2	.34093%	159 & 300c
Makai 3001	A1	.34093%	158 & 242c
Makai 3002	B3	.21798%	274
Makai 3003	B4	.21798%	273
Makai 3004	A2	.34093%	157 & 241c
Makai 3101	A1	.34093%	156 & 244c
Makai 3102	B3	.21798%	272
Makai 3103	B4	.21798%	270
Makai 3104	A2	.34093%	155 & 243c
Makai 3201	A1	.34093%	154 & 246c
Makai 3202	B3	.21798%	269
Makai 3203	B4	.21798%	268
Makai 3204	A2	.34093%	153 & 245c
Makai 3301	A1	.34093%	152 & 248c
Makai 3302	B3	.21798%	267
Makai 3303	B4	.21798%	266c
Makai 3304	A2	.34093%	151c & 249c

<u>Apartment Number</u>	<u>Apartment Type</u>	<u>Common Interest</u>	<u>Parking Stall No(s).</u>
Makai 3401	A1	.34093%	36 & 250c
Makai 3402	C1	.43471%	35 & 251c
Makai 3404	A2	.34093%	34 & 252c
Makai 3501	A1	.34093%	33 & 253c
Makai 3502	C2	.36338%	32 & 254c
Makai 3504	A2	.34093%	31 & 255c
Makai 3601	A1	.34093%	30 & 256c
Makai 3602	C2	.36338%	29 & 257c
Makai 3604	A2	.34093%	28 & 258c
Makai 3701	A1	.34093%	27 & 259c
Makai 3702	C2	.36338%	26 & 260c
Makai 3704	A2	.34093%	25 & 261c
Makai 3801	A3	.33883%	24 & 262c
Makai 3802	P0	.40450%	23 & 263c
Makai 3804	A4	.33883%	22 & 264c
Makai 3901	A3	.33883%	21 & 265c
Makai 3902	P9	.43681%	20 & 146c
Makai 3904	A4	.33883%	19 & 147c
Makai 4001	A5	.36191%	18 & 148c
Makai 4002	C3	.32813%	17 & 149c
Makai 4004	A6	.36191%	16 & 150c
Makai 4101	P5	.36296%	15 & 110c
Makai 4102	P8	.27022%	14 & 109c
Makai 4104	P6	.36296%	13 & 108c

<u>Apartment Number</u>	<u>Apartment Type</u>	<u>Common Interest</u>	<u>Parking Stall No(s).</u>
Makai 4201	P3	.37449%	12 & 113c
Makai 4202	P7	.32729%	11 & 112c
Makai 4204	P4	.37449%	10 & 111c
Makai 4501	P1	.93884%	8 & 9 *
Makai 4502	P2	.93884%	6c & 7c

\*Additional parking stalls assigned to Apartment No. Makai 4501: 539c, 559, 560, 561, 562, 563, 564, 565, 566, 567 and 569c.

- NOTE: (1) All parking stall numbers followed by the letter "c" are compact-size parking stalls. All other parking stalls are regular-size.
- (2) All parking stall numbers followed by the letter "g" are guest parking stalls. These are: 1gc, 2gc, 3gc, 4gc, 5gc, 6gc, 7gc, 8gc, 9gc, 10gc, 11gc, 12gc, 13gc, 14gc, 15gc, 16gc, 17gc, 18gc, 19gc, 20gc, 21gc, 22gc, 23gc, 24gc, 25gc, 26gc, 27gc, 28gc, 29gc, 30gc, 31gc, 32gc, 33gc, 34gc, 35gc, 36gc, 37gc, 38gc, 39gc, 40gc, 41gc, 42gc, 43gc, 44gc, 45gc, 46gc, 47gc, 48gc, 49gc, 50gc, 51gc, 52gc, 53gc, 54gc, 55gc, 56gc, 57gc, 58gc, 59gc, 60gc, 61gc, 62gc, 63gc, 64gc, 65gc, 66gc, 67gc, 68gc, 69gc, 70gc, 71gc, 72gc, 73gc, 74gc, 75gc, 76gc, 77gc, 78gc, 79gc, 80gc, 81gc, 82gc, 83gc, 84gc, 85gc, 86gc, 87gc, 88gc, 89gc, 90gc, 91gc, 92gc, 93gc, 94gc, 95gc, 96gc, 97gc, 98gc, 99gc, 100gc, 101gc, 102gc, 103gc, 104gc, 105gc, 106gc, 107gc, 108gc, 109gc, 110gc, 111gc, 112gc, 113gc, 114gc, 115gc, 116gc, 117gc, 118gc, 119gc, 120gc, 121gc, 122gc, 123gc, 124gc, 125gc, 126gc, 127gc, 128gc, 129gc, 130gc, 131gc, 132gc, 133gc, 134gc, 135gc, 136gc, 137gc, 138gc, 139gc, 140gc, 141gc, 142gc, 143gc, 144gc and 145gc.
- (3) Manager's stall: 568.
- (4) Parking Apartment No. 1 will consist of twenty-nine (29) parking stalls. These are: 117, 118, 119, 120, 121c, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139c, 140, 141, 142, 143, 144 and 145c.
- (5) Parking Apartment No. 2 will consist of sixteen (16) parking stalls. These are: 92c, 93c, 94c, 95c, 96c, 97c, 98c, 99c, 100c, 101c, 102c, 103c, 104c, 105c, 106c and 107c.
- (6) Parking Apartment No. 3 will consist of ten (10) parking stalls. These are: 75c, 76c, 77c, 78c, 79c, 80c, 81c, 82, 83 and 84c.

CONDOMINIUM PUBLIC REPORT ON  
ONE WATERFRONT TOWERS

EXHIBIT I

ENCUMBRANCES AGAINST TITLE

1. For any real property taxes that may be due and owing, reference is made to the Office of the Tax Assessor of the City and County of Honolulu.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. The terms and provisions of Bishop Estate Lease No. 27,640 dated June 17, 1986, effective as of October 1, 1981, recorded in Liber 19610 at Page 308, made by and between The Trustees of the Estate of Bernice Pauahi Bishop, as Lessor, and The Kakaako Venture, a registered Hawaii general partnership, as Lessee, for the term of sixty-five (65) years commencing on October 1, 1981 and ending on September 30, 2046, as amended by Amendment of Lease dated May 7, 1987, but effective as of January 1, 1987, recorded in Liber 20866 at Page 685, as further amended by Correction of Amendment of Lease dated August 31, 1987, but effective as of January 1, 1987, recorded in Liber 21179 at Page 169, which Lease, as amended, was assigned to Waterfront Towers Limited Partnership by Assignment of Lease dated effective as of July 15, 1987, recorded in Liber 20913 at Page 333, as amended by Correction to Assignment of Lease dated effective as of July 15, 1987, recorded in Liber 20952 at Page 279.
4. Agreement dated September 12, 1985, recorded in Liber 19092 at Page 369, made by and between Hawaii Community Development Authority, State of Hawaii, and The Kakaako Venture, a registered Hawaii general partnership.
5. Agreement Regarding Antennae dated effective March 12, 1986, made by and between The Kakaako Venture and American Telephone and Telegraph Company, a New York corporation, a short form of which is recorded in Liber 19974 at Page 305.
6. Unrecorded letter agreement dated effective January 1, 1987, made by and between The Kakaako Venture, and the

Fee Owner confirming certain agreements and understandings with respect to (i) Fee Owner's conveyance, under threat of condemnation, of certain fee simple property fronting on Ala Moana Boulevard for road widening purposes to the Department of Transportation, State of Hawaii, and (ii) payment for such conveyance by The Kakaako Venture through the deferral of rent reductions which otherwise would have resulted from the withdrawal of such real property from the premises demised under the above-described Lease and certain other condemned real property along South and Pohukaina Streets.

7. Partial Assignment of Rights and Obligations Under Planned Development Permit dated effective July 15, 1987, made by and between The Kakaako Venture and Developer, recorded in Liber 20913 at Page 358; Consents dated effective July 15, 1987, given thereto by the Fee Owner, recorded in Liber 20913 at Page 379 and by the HCDA, recorded in Liber 20913 at Page 384.
8. Mortgage, Security Agreement and Assignment of Rents dated July 29, 1987, made by Developer, as Mortgagor, to and in favor of Kupe U. S. Corp., a Hawaii corporation (the "Lender"), as Mortgagee, recorded in Liber 20952 at Page 287; Consent dated July 22, 1987, given thereto by the Fee Owner, recorded in Liber 20952 at Page 323.
9. Financing Statement dated July 29, 1987, made by Developer, as Debtor, to and in favor of Lender, as Secured Party, recorded in Liber 20952 at Page 330.
10. Financing Statement dated July 29, 1987, made by Developer, as Debtor, to and in favor of Lender, as Secured Party, recorded in Liber 20952 at Page 340.
11. Agreement, dated March 28, 1988, made by and between the HCDA and Developer, recorded in said Bureau of Conveyances in Liber 21874, Page 624; Consents, dated effective April 5, 1988 and March 30, 1988, given thereto by the Fee Owner, recorded in said Bureau of Conveyances in Liber 21874, Page 631 and by Lender, recorded in said Bureau of Conveyances in Liber 21874, Page 635, respectively.

12. Negative Pledge, dated March 30, 1988, made by Developer to and in favor of the HCDA, recorded in said Bureau of Conveyances in Liber 21874, Page 639; Consents, dated effective April 5, 1988 and March 30, 1988, given thereto by the Fee Owner, recorded in said Bureau of Conveyances in Liber 21874, Page 649 and by Lender, recorded in said Bureau of Conveyances in Liber 21874, Page 653, respectively.
13. The Declaration of Horizontal Property Regime of the Project, recorded in Liber 21957, Page 339.
14. The Condominium Map of the Project, recorded as Condominium Map No. 1127.
15. The By-Laws of the Association of Apartment Owners of the Project, recorded in Liber 21957, Page 398.

CONDOMINIUM PUBLIC REPORT ON  
ONE WATERFRONT TOWERS

EXHIBIT J

DISCLOSURE ABSTRACT

1. (a) PROJECT: One Waterfront Towers  
Honolulu, Hawaii
- (b) DEVELOPER: Waterfront Towers Limited  
Partnership  
Suite 500, Two Waterfront Plaza  
500 Ala Moana Boulevard  
Honolulu, Hawaii 96813  
Telephone: 521-9090
- (c) PROJECT MANAGER: Bruce C. Stark, President  
Waterfront High-Rise Corp.,  
General Partner of Developer  
Suite 500, Two Waterfront Plaza  
500 Ala Moana Boulevard  
Honolulu, Hawaii 96813  
Telephone: 521-9090

2. USE OF APARTMENTS:

The Project will contain a total of 306 residential apartments (exclusive of a manager's apartment for use by the managing agent or other employee of the Association of Apartment Owners), 1 industrial apartment (which Developer reserves the right to divide, at any time and from time to time, into any number of separate industrial apartments pursuant to the Declaration of Horizontal Property Regime of the Project (the "Declaration")) and 3 parking apartments (which Developer reserves the right to divide, at any time and from time to time, into any number of separate parking apartments pursuant to the Declaration). The Project will be located on land owned in fee simple by The Trustees of the Estate of Bernice Pauahi Bishop (the "Fee Owner") and leased to the Developer. The Project is more fully described in the Declaration and shown on the Condominium Map.

3. WARRANTIES:

EXCEPT AS EXPRESSLY PROVIDED IN THE RESERVATION AND SALES AGREEMENT, DEVELOPER MAKES NO WARRANTIES OR PROMISES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE APARTMENT, THE

PROPERTY OR THE PROJECT (INCLUDING THE COMMON ELEMENTS OF THE PROJECT), OR ABOUT ANY FURNISHINGS, FIXTURES, APPLIANCES OR OTHER CONSUMER PRODUCTS OR ANYTHING ELSE INSTALLED, ATTACHED, AFFIXED OR OTHERWISE CONTAINED IN THE APARTMENT, THE PROPERTY OR THE PROJECT (INCLUDING THE COMMON ELEMENTS OF THE PROJECT), INCLUDING ANY WARRANTIES OR PROMISES OF "MERCHANTABILITY", "WORKMANLIKE CONSTRUCTION" OR "FITNESS FOR A PARTICULAR USE OR PURPOSE". THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, DEVELOPER MAKES NO WARRANTIES OR PROMISES THAT THE PROJECT OR ANY IMPROVEMENTS IN THE APARTMENT, THE PROPERTY OR THE PROJECT (INCLUDING THE COMMON ELEMENTS OF THE PROJECT) WILL BE FREE FROM CRACKS IN, OR OTHER DAMAGE TO, THE CONCRETE OR OTHER BUILDING MATERIALS. IN OTHER WORDS, EXCEPT AS EXPRESSLY PROVIDED IN THE RESERVATION AND SALES AGREEMENT, DEVELOPER MAKES NO WARRANTIES OR PROMISES AT ALL.

Developer expects (BUT DOES NOT WARRANT OR PROMISE) that Developer's construction contracts with the contractors for the Project will contain a warranty section something like Section 13.2.2 of AIA Document A201 which states:

If, within one year after the date of substantial completion of the work or designated portion thereof or within one year after acceptance by the Developer of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the contractor shall correct it promptly after receipt of a written notice from the Developer to do so unless the Developer has previously given the contractor a written acceptance of such condition. This obligation shall survive termination of the contract. The Developer shall give such notice promptly after discovery of the condition.

Developer agrees that if Buyer gives Developer written notice of any problem covered by any contractor's warranty, Developer will pass the Buyer's notice on to the contractor, together with a written notice asking the contractor to correct the problem. The recording of Buyer's Apartment Lease will mean that any manufacturer's or dealer's warranties which can be transferred, covering any furnishings, fixtures, appliances or consumer products in the apartment, have been transferred to Buyer. DEVELOPER IS NOT ADOPTING ANY SUCH CONTRACTOR'S, MANUFACTURER'S OR DEALER'S WARRANTIES, OR ACTING AS CO-WARRANTOR, BUT IS ONLY ATTEMPTING TO

PASS ON TO BUYER THE BENEFIT OF ANY SUCH WARRANTIES. BUYER MAY LOOK AT THE TERMS OF THE MANUFACTURER'S OR DEALER'S WRITTEN WARRANTIES AT DEVELOPER'S SALES OFFICE.

\*\*\*\*\*  
\* THE ATTENTION OF THE BUYER IS DIRECTED TO ARTICLE V, \*  
\* SECTION D, OF THE SALES AGREEMENT (INCORPORATED HEREIN \*  
\* BY THIS REFERENCE) PERTAINING TO THE ABSENCE OF REPRE- \*  
\* SENTATIONS AND WARRANTIES CONCERNING THE APARTMENT, \*  
\* THE PROPERTY, THE PROJECT (INCLUDING THE COMMON ELE- \*  
\* MENTS), ESTIMATED MAINTENANCE CHARGES AND RENTAL OF \*  
\* THE APARTMENT, AND CONTAINING A PROMISE NOT TO SUE IN \*  
\* CERTAIN CASES. \*  
\*\*\*\*\*

4. BREAKDOWN OF ANNUAL MAINTENANCE CHARGES AND ESTIMATED COSTS FOR EACH APARTMENT:

Attached to this Disclosure Abstract as Exhibit A is a breakdown of the annual maintenance charges and the monthly estimated cost for each apartment in the Project, prepared by Hawaiiana Management Company, Ltd., a Hawaii corporation, as of March 31, 1988, and certified to have been based on generally accepted accounting principles. The attached breakdown of annual maintenance charges includes three (3) columns:

- (a) the first column represents the estimated annual maintenance charges for limited common expenses allocable to the Residential Apartments ("Residential Limited Common Expenses");
- (b) the second column represents the estimated annual maintenance charges for the Association, less the Residential Limited Common Expenses (the "Differential Costs"); and
- (c) the third column represents the estimated total annual maintenance charges for the Project (which is equal to the sum of the charges described in the other two columns);

The attached breakdown of annual maintenance charges and the estimated cost for each apartment are subject to change based on actual cost for the items listed. The Developer can make no assurances regarding the estimated maintenance assessments. Variables such as inflation, uninsured casualty loss or damage, increased or decreased services from

those contemplated by the Developer, apartment owner delinquencies and other factors may cause the maintenance assessments to be greater or lesser than the estimated maintenance assessments. The breakdown of the estimated cost for each apartment contained in this Disclosure Statement does not include the Buyer's obligation for the payment of lease rents or real property taxes, and does not include or otherwise take into account the one-time "start-up" fee required to be paid in addition to the normal maintenance charges. Estimates of the real property taxes will be provided by the Developer upon request.

\*\*\*\*\*  
\* NOTE: THE DEVELOPER ADVISES THAT COSTS AND EXPENSES \*  
\* OF MAINTENANCE AND OPERATION OF A CONDOMINIUM PROJECT \*  
\* ARE VERY DIFFICULT TO ESTIMATE INITIALLY AND EVEN IF \*  
\* SUCH MAINTENANCE CHARGES HAVE BEEN ACCURATELY ESTIMAT- \*  
\* ED, SUCH CHARGES WILL TEND TO INCREASE IN AN INFLA- \*  
\* TIONARY ECONOMY AND AS THE IMPROVEMENTS AGE. MAINTEN- \*  
\* NANCE CHARGES CAN VARY DEPENDING ON SERVICES DESIRED \*  
\* BY APARTMENT OWNERS. THE BUYER SHOULD EXAMINE THE \*  
\* MAINTENANCE CHARGE SCHEDULE TO SEE WHAT SERVICES ARE \*  
\* INCLUDED IN THE SCHEDULE. \*  
\*\*\*\*\*

CERTIFICATE

I, the undersigned, duly sworn on oath, depose and affirm as follows:

1. That I am the President of Hawaiiana Management Company, Ltd., a Hawaii corporation, designated by the Developer of the One Waterfront Towers condominium project (the "Project") to act as the Managing Agent for the management and administration of the Project.

2. That I hereby certify that the breakdown of the annual maintenance charges and the monthly estimated cost for each apartment in the Project, as set forth in Exhibit A attached hereto and hereby incorporated herein by reference, are reasonable estimates as of March 31, 1988, based on generally accepted accounting principles.

DATED: Honolulu, Hawaii, this 31st day of March, 1988.

Richard M. Gouley

Subscribed and sworn to  
before me this 31st day  
of March, 1988.

Carol Annson Russell  
Notary Public, State of Hawaii

My commission expires: 2/19/91

EXHIBIT A

ONE WATERFRONT TOWERS

Estimated Annual Common Expenses  
as of March 31, 1987

	<u>RESIDENTIAL LIMITED COMMON EXPENSES</u>	<u>DIFFERENTIAL COSTS</u>	<u>ASSOCIATION</u>
<u>RECEIPTS</u>			
Maintenance Fees	\$857,040	\$75,720	\$932,760
Interest Income	7,560	840	840
Other	0	0	0
TOTAL RECEIPTS	<u>\$864,600</u>	<u>\$76,560</u>	<u>\$941,160</u>
<u>DISBURSEMENTS</u>			
<u>Utilities</u>			
Electricity (Common Areas)	\$ 99,360	\$11,040	\$110,400
Television Cable	39,600	4,440	44,040
Water	26,640	3,000	29,640
Sewer	26,760	3,000	29,760
Telephone	2,160	240	2,400
	<u>\$194,520</u>	<u>\$21,720</u>	<u>\$216,240</u>
<u>Building Maintenance</u>			
Air Conditioning	\$ 48,000	\$ 5,280	\$ 53,280
Cleaning Service	24,840	2,760	27,600
Cleaning Supplies	1,920	240	2,160
Communications	6,720	0	6,720
Electrical	600	0	600
Lighting	2,640	360	3,000
Elevators	117,600	0	117,600
Grounds	3,240	360	3,600
Plumbing	2,760	240	3,000
Pool/Rec Deck	4,800	0	4,800
Misc. Repairs/ Purchases	8,640	960	9,600
Painting	1,080	120	1,200
Pest Control	3,240	360	3,600
Pump & Ventilation	5,400	600	6,000
Refuse	11,880	1,320	13,200
	<u>\$243,360</u>	<u>\$12,600</u>	<u>\$255,960</u>

	RESIDENTIAL LIMITED COMMON <u>EXPENSES</u>	<u>DIFFERENTIAL COSTS</u>	<u>ASSOCIATION</u>
<u>Administration</u>			
Management-Services	\$ 36,720	\$ 480	\$ 37,200
Payroll:			
-Manager	\$ 21,600	2,400	24,000
-Maintenance	\$ 24,240	2,640	26,880
-Cleaning	55,680	6,240	61,920
-Grounds	11,160	1,200	12,360
-Security	85,560	9,480	95,040
-Others	10,800	1,200	12,000
-Taxes	26,040	2,880	28,920
-Insurance	<u>35,520</u>	<u>3,960</u>	<u>39,480</u>
	<u>\$307,320</u>	<u>\$30,480</u>	<u>\$337,800</u>
<u>Other</u>			
Insurance	\$ 79,440	\$ 8,760	\$ 88,200
Legal Audit	4,320	480	4,800
Miscellaneous	3,480	360	3,840
Office Supplies	4,920	480	5,400
Uninsured Expense	1,920	240	2,160
Taxes:			
-Gross Income	600	0	600
-Other	<u>1,080</u>	<u>120</u>	<u>1,200</u>
	<u>\$ 95,760</u>	<u>\$10,440</u>	<u>\$106,200</u>
TOTAL DISBURSEMENTS	<u>\$840,960</u>	<u>\$75,240</u>	<u>\$916,200</u>
<u>RESERVE TRANSFERS</u>			
General Operating	\$ 5,400	\$ 600	\$ 6,000
Painting	4,320	480	4,800
Carpet	12,000	0	12,000
Roofing	<u>1,920</u>	<u>240</u>	<u>2,160</u>
TOTAL RESERVES	<u>\$ 23,640</u>	<u>\$ 1,320</u>	<u>\$ 24,960</u>
TOTAL DISBURSEMENTS & RESERVES	<u>\$864,600</u>	<u>\$76,560</u>	<u>\$941,160</u>
NET SURPLUS	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ESTIMATED MAINTENANCE CHARGES OR FEES FOR EACH APARTMENT:

The estimated maintenance charge for each apartment, by apartment type, is as follows:

<u>Apartment Type</u>	<u>Monthly</u>
Industrial #1	\$ 606.10
Parking #1	\$ 18.35
Parking #2	\$ 8.17
Parking #3	\$ 5.37
Types A1, A2	\$ 294.69
Types A3, A4	\$ 292.87
Types A5, A6	\$ 312.82
Types A8	\$ 258.42
Types B1, B2	\$ 169.38
Types B3, B4	\$ 188.42
Types B5	\$ 240.28
Types C1	\$ 375.75
Types C2	\$ 314.09
Types C3	\$ 283.62
Types P1, P2	\$ 811.49
Types P3, P4	\$ 323.70
Types P5, P6	\$ 313.73
Types P7	\$ 282.90
Types P8	\$ 233.57
Types P9	\$ 377.56
Types P0	\$ 349.63

End of Exhibit A

CONDOMINIUM PUBLIC REPORT ON  
ONE WATERFRONT TOWERS

EXHIBIT K

SUMMARY OF SALES CONTRACT

A specimen Reservation and Sales Agreement (Residential Apartments), a specimen Confirmation Agreement and Amendment of Reservation and Sales Agreement (Residential Apartments), a specimen Reservation and Sales Agreement (Industrial Apartment No. 1), a specimen Confirmation Agreement and Amendment of Reservation and Sales Agreement (Industrial Apartment No. 1), a specimen Reservation and Sales Agreement (Parking Apartments), and a specimen Confirmation Agreement and Amendment of Reservation and Sales Agreement (Parking Apartments) (collectively the "Sales Agreement"), have been submitted to the Real Estate Commission and are available in the Sales Office of the Seller. ALL BUYERS AND PROSPECTIVE BUYERS SHOULD CAREFULLY READ THE SALES AGREEMENT IN FULL, since this summary is NOT A COMPLETE DESCRIPTION of their provisions. The Sales Agreement, among other things, covers in more detail the following items:

1. A Sales Agreement executed prior to the issuance of a Final Public Report for the Project shall constitute a "reservation" and not a "binding contract" for the purchase of an apartment. Accordingly, the reservation may be canceled and terminated at any time at the option of either party (and buyer shall receive a refund) until a Final Public Report is issued on the Project, the buyer signs a receipt for the Final Public Report (or is deemed to have receipted for it under the Horizontal Property Act), each of the conditions set forth in Section 514A-62(a) of the Horizontal Property Act has been satisfied, and the buyer signs a separate confirmation in which the buyer agrees to treat the Sales Agreement as a binding contract. Therefore, the buyer should be aware that the execution of a Sales Agreement prior to the issuance of a Final Public Report does not necessarily mean that the buyer will be able to purchase the reserved apartment for the price or on the other terms stated in the Sales Agreement, or on any terms at all.

2. EXCEPT AS PROVIDED IN ARTICLE V, SECTION E.4 OF THE SALES AGREEMENT, SELLER MAKES NO WARRANTIES OR PROMISES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE APARTMENT, THE PROPERTY OR THE PROJECT (INCLUDING THE COMMON ELEMENTS), OR ABOUT ANY FURNISHINGS, FIXTURES, APPLIANCES

OR OTHER CONSUMER PRODUCTS OR ANYTHING ELSE INSTALLED, ATTACHED, AFFIXED OR OTHERWISE CONTAINED IN THE APARTMENT, THE PROPERTY OR THE PROJECT (INCLUDING THE COMMON ELEMENTS), INCLUDING ANY WARRANTIES OR PROMISES OF "MERCHANTABILITY", "WORKMANLIKE CONSTRUCTION" OR "FITNESS FOR A PARTICULAR USE OR PURPOSE". THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, SELLER MAKES NO WARRANTIES OR PROMISES THAT THE PROJECT OR ANY IMPROVEMENTS IN THE APARTMENT, THE PROPERTY OR THE PROJECT (INCLUDING THE COMMON ELEMENTS OF THE PROJECT) WILL BE FREE FROM CRACKS IN, OR OTHER DAMAGE TO, THE CONCRETE OR OTHER BUILDING MATERIALS. IN OTHER WORDS, EXCEPT AS PROVIDED IN ARTICLE V, SECTION E.4 OF THE SALES AGREEMENT, SELLER MAKES NO WARRANTIES OR PROMISES AT ALL. The Seller does, however, agree to attempt to pass on to the buyer the benefit of the contractors' warranty or warranties, if any, and also any transferable manufacturers' or dealers' warranties covering any furnishings, fixtures, appliances and consumer products in the apartment.

3. Seller may (but doesn't have to) cancel the Sales Agreement and treat the buyer as being in default if the buyer's financial condition changes materially for the worse before closing. Seller may also cancel (but doesn't have to) if the buyer's application for a mortgage loan is rejected or not approved within 30 days after application. If the buyer plans to pay the purchase price in cash and if Seller is not satisfied for any reason with the buyer's ability to make the cash payments, then Seller may (but doesn't have to) cancel the Sales Agreement. Seller may also cancel (but doesn't have to) the Sales Agreement if the buyer should die.

4. In the event that the development and construction of the Project is at any time or from time to time delayed due to any governmental restrictions or regulations enacted after the date of acceptance of the Sales Agreement by Seller, or by the occurrence of a contingency, the nonoccurrence of which was a basic assumption on which the Sales Agreement was made, and if Seller determines that increases in the development and construction costs because of such delay require increases in the sales prices of apartments to maintain financial feasibility of the Project, then and in any such event Seller may increase the Total Purchase Price of the Property only to the extent necessitated by said increases in development and construction costs and Seller shall notify buyer in writing of any such increases in the Total Purchase Price. After receipt of such notice, buyer shall have 15 days within which to affirm or cancel the Sales

Agreement. If, within such 15-day period buyer does not notify Seller in writing that buyer elects to cancel the Sales Agreement, buyer shall be deemed to have affirmed the Sales Agreement at the increased Total Purchase Price. If buyer elects to cancel the Sales Agreement pursuant to the terms of the preceding sentence, all sums paid by buyer hereunder, without interest, and less any escrow cancellation fee, shall be refunded to buyer, and the Sales Agreement shall then be deemed to have been canceled and both Seller and buyer shall be released from all obligations and liability thereunder and Seller may sell the Property to any other person. Nothing in Article V, Section E.6 of the Sales Agreement shall be deemed to release the Seller from the performance of its obligations under the Sales Agreement if buyer timely affirms the Sales Agreement at the increased Total Purchase Price.

5. Seller has entered or will enter into one or more loan agreements with one or more lenders to cover the construction and other costs of the Project. Seller has given or will give the lender or lenders a mortgage or mortgages, security agreement or agreements, and other instruments securing repayment and covering Seller's ownership rights in the Project, including the individual apartments. All of the rights and interests which Seller gives to the lender or lenders will have priority over the buyers' rights and interests under the Sales Agreements. This applies to any changes in the loan or loans or the mortgage or mortgages, security agreement or agreements or other instruments (including among other things extensions, renewals and other changes). BUYER GIVES UP AND SUBORDINATES THE PRIORITY OF BUYER'S RIGHTS AND INTERESTS UNDER THE SALES AGREEMENT IN FAVOR OF THE RIGHTS AND INTERESTS OF SELLER'S LENDERS UNTIL THE FINAL CLOSING AND DELIVERY OF A SIGNED APARTMENT LEASE TO THE BUYER. BUYER GIVES UP AND SUBORDINATES SUCH PRIORITY EVEN IF BUYER'S MONEY IS SPENT AT ANY TIME FOR THE CONSTRUCTION OF THE PROJECT OR FOR OTHER PROJECT COSTS; PROVIDED, HOWEVER, THAT BUYER'S MONEY SHALL NOT AT ANY TIME BE USED FOR THE CONSTRUCTION OF THE PROJECT OR FOR OTHER PROJECT COSTS UNTIL THE SALES AGREEMENT BECOMES A BINDING CONTRACT. IF SELLER'S LENDER OR LENDERS ASK BUYER TO DO SO, BUYER WILL SIGN OTHER DOCUMENTS TO CONFIRM THE PROMISES AND AGREEMENTS MENTIONED ABOVE.

6. Without limiting the provisions of Article V, Section A.5 of the Sales Agreement, the buyer's contract to purchase the Property and all earnest money deposits heretofore and hereafter made by the buyer shall be subordinate to Seller's construction loan for the Project (the "Loan") in the amount of Seventy-Five Million

Dollars (\$75,000,000.00) from First Interstate Bank of Hawaii and First Interstate Bank of California (the "Construction Lenders") upon terms and conditions substantially as set forth in the Construction Lenders' Commitment Letter to Seller dated April 6, 1988, as the same may be amended from time to time. The buyer further covenants to execute and deliver such further documents as may be requested by Seller to evidence such subordination to the Loan and to any Loan Documents contemplated by such Commitment Letter.

7. BUYER AGREES THAT NO ONE (INCLUDING THE SELLER OR ANY SALESPERSON) HAS TALKED TO BUYER AT ALL ABOUT ANY RENTAL INCOME OR RENTAL OR SALES SERVICES FOR BUYER'S PROPERTY. IF BUYER WANTS TO RENT OR SELL THE PROPERTY, HOW BUYER DOES IT WILL BE UP TO BUYER. BUYER ALSO AGREES THAT NO ONE HAS TALKED TO BUYER AT ALL ABOUT INCOME FROM THE PROPERTY OR ANY OTHER ECONOMIC BENEFIT TO BE DERIVED FROM THE PURCHASE OR OWNERSHIP OF THE PROPERTY OR ABOUT THE TAX EFFECTS OF BUYING THE PROPERTY.

BUYER AGREES THAT SELLER MAY, AS A REQUIREMENT FOR CLOSING, REQUIRE BUYER, ANY SALESPERSON, OR ANYONE ELSE CONNECTED WITH THE OFFER TO SELL AND THE SALE OF THE PROPERTY, TO SIGN ADDITIONAL DOCUMENTS TO SATISFY SELLER THAT THE OFFER TO SELL AND THE SALE OF THE PROPERTY IS NOT IN VIOLATION OF ANY SECURITIES LAWS. BUYER AGREES THAT IF SELLER DETERMINES THAT THERE HAS BEEN A VIOLATION OF ANY SECURITIES LAWS, SELLER'S INJURY CAUSED BY SUCH VIOLATION WILL BE UNCERTAIN AS TO NATURE AND AMOUNT AND WILL BE DIFFICULT AND EXPENSIVE TO DETERMINE. BECAUSE OF THIS, BUYER AGREES THAT SELLER MAY OBTAIN AN INJUNCTION (IN OTHER WORDS, A COURT ORDER) FROM A COURT PROHIBITING ANY ACTS BY BUYER WHICH GIVE RISE TO SUCH VIOLATION. SELLER MAY ALSO TAKE ADVANTAGE OF ANY OF SELLER'S RIGHTS DESCRIBED IN ARTICLE V, SECTION G.3(a), (b), (c) AND/OR (d) OF THE SALES AGREEMENT. ALL OF SELLER'S COSTS, INCLUDING REASONABLE LAWYERS' FEES, INCURRED BECAUSE OF BUYER'S ACTIONS IN VIOLATION OF ANY SECURITIES LAWS, WILL BE PAID BY BUYER.

BUYER ALSO AGREES THAT IF BUYER CLAIMS THAT THERE HAS BEEN ANY VIOLATION OF ANY FEDERAL OR STATE SECURITIES OR DISCLOSURE LAWS (INCLUDING HRS CHAPTER 514A) CONNECTED WITH THE OFFER OR SALE OF THE PROPERTY, THE INJURY CAUSED BY SUCH VIOLATION WILL BE DIFFICULT AND EXPENSIVE TO DETERMINE. BECAUSE OF THIS, BUYER AGREES THAT BUYER'S ONLY REMEDIES WILL BE TO SUE FOR SPECIFIC PERFORMANCE OR TO SUE FOR A REFUND OF THE TOTAL PURCHASE PRICE AND CLOSING COSTS ACTUALLY PAID, PLUS INTEREST AT THE RATE OF 12% PER YEAR FROM THE FINAL CLOSING DATE UNTIL THE DATE OF

REPAYMENT. BUYER ALSO AGREES THAT IF BUYER SUES FOR A REFUND (A) THE REFUND WILL BE CONSIDERED AS LIQUIDATED DAMAGES AND NOT A PENALTY, AND (B) ANY ADDITIONAL AMOUNTS PAID BY BUYER FOR THE PROPERTY (SUCH AS LEASE RENTS, MAINTENANCE CHARGES AND OTHER COMMON EXPENSES (INCLUDING LIMITED COMMON EXPENSES), REAL PROPERTY TAXES, MORTGAGE LOAN FEES AND INTEREST, AND THE START-UP FEE) WILL BE PAID BY BUYER AS THE REASONABLE USE VALUE OF THE PROPERTY FROM THE FINAL CLOSING DATE UNTIL THE DATE OF REPAYMENT.

8. The buyer will pay all closing costs. This will include, for example, the entire escrow fee, all conveyance taxes, all notary fees, all appraisal fees, all recording costs, all charges for buyer's credit report, all costs of preparing the apartment lease and any mortgages and promissory notes, all title insurance costs, and all mailing, air courier and other delivery charges. The buyer will also pay all mortgage costs and closing fees. The buyer will also pay the nonrefundable (except as provided in Article V, Section E.2 of the Sales Agreement) start-up fee which will be held and used by Seller and the Managing Agent as a working capital fund for the benefit of all the apartment owners. Lease rents, real property taxes, maintenance charges and other common expenses and other prorations will be made, and risk of loss will transfer from Seller to buyer, on the scheduled Closing Date as defined in the specimen Sales Agreements. The buyer will sign all documents and do everything else required for closing within five (5) days after receiving written notice to preclose. Preclosing may take place at any time after ten (10) days from the date the Sales Agreement becomes a binding contract.

9. The buyer agrees that buyer will not have any right to transfer the Sales Agreement or his rights under the Sales Agreement without first getting the written consent of Seller. Seller will consent to any transfer if (and only if) certain conditions set forth in the Sales Agreement are satisfied. Seller will not have to consent to any transfer by buyer, and no transfer will be made by buyer, of the Sales Agreement or any of buyer's rights or interest under the Sales Agreement at any time after 120 days before the scheduled Closing Date (as defined in the Sales Agreement) originally set by Seller (whether or not the scheduled Closing Date is later postponed by Seller as provided in the Sales Agreement), and any such transfer will be void. No transfer by buyer of the Sales Agreement or any of buyer's rights or interests under the Sales Agreement (even if Seller consents to the transfer) will release buyer from any obligation under the Sales Agreement and buyer will remain obligated to Seller

under the Sales Agreement after any transfer, even if Seller consents to the transfer.

10. The buyer acknowledges receipt of notice that:

(a) The Project and the rights of buyer under the Sales Agreement are subject to all of the terms, conditions and restrictions contained in the Planned Development Permit, as amended, relating to the Project, issued by the Hawaii Community Development Authority, as it may be amended from time to time.

(b) The residential apartments in the Project may be occupied and used only for residential purposes and may not be used for "transient or hotel purposes", as defined in the Declaration, or for "time sharing" purposes, as defined in the Declaration. The industrial apartments may be used only for industrial purposes.

(c) Seller intends to keep the industrial apartment and the parking apartments and to use and/or lease all or portions of those apartments. However, Seller may decide to sell the industrial apartment and the parking apartments, or any one or more of them, to a third-party buyer or buyers.

(d) A portion of the Project is subject to certain rights in favor of Seller and American Telephone and Telegraph Company relating to antennae and related facilities, as more particularly described in the Declaration.

Buyer consents to and approves all of the matters described in (a) through (d) above, and Buyer assumes any and all risks in connection with each of those matters.

NOTE: ALL BUYERS SHOULD READ THE SALES AGREEMENT IN FULL AS THIS SUMMARY IS NOT ALL-INCLUSIVE AND DOES NOT CONTAIN A COMPLETE DESCRIPTION OF ALL PROVISIONS OF THE SALES AGREEMENT. THIS SUMMARY IS INTENDED ONLY TO GIVE A BRIEF DESCRIPTION OF SOME OF THE ITEMS CONTAINED IN THE SALES AGREEMENT, AND DOES NOT ALTER OR AMEND THE SALES AGREEMENT IN ANY MANNER.

CONDOMINIUM PUBLIC REPORT ON  
ONE WATERFRONT TOWERS

EXHIBIT L

SUMMARY OF ESCROW AGREEMENT

A copy of the Escrow Agreement, as amended (the "Escrow Agreement"), between the Seller and T. I. of Hawaii, Inc. has been submitted to the Real Estate Commission and is available for inspection in the Sales Office of the Seller. The Escrow Agreement, among other things, covers in more detail the following items:

1. Subject to various terms and conditions set forth in detail in the Escrow Agreement, the buyer's funds held in escrow will be paid out by Escrow, at the times and in the amounts requested by Seller, (a) to pay for construction costs in proportion to the valuation of the work completed by the contractor in accordance with the contract documents, on the buildings and other improvements to be constructed on said land, as certified by a registered architect or professional engineer and as approved by the Seller's lender; (b) to pay for architectural, engineering, finance and legal fees of the Project as approved by the Seller's lender; and (c) to pay for all other costs and expenses of the project as approved by the Seller's lender.

2. Escrow shall make no disbursements of buyer's funds, except by way of refunds thereof as provided in the Escrow Agreement, until Escrow has received satisfactory evidence that the Sales Agreements have "become effective" and that "the requirements of Sections 514A-39 and 514A-63" of the Hawaii Revised Statutes have been met, as said phrases are used in Section 514A-65, Hawaii Revised Statutes, and that the Sales Agreements are binding contracts and not mere reservation agreements.

3. All monies received by Escrow under the Escrow Agreement will be deposited by Escrow in a special account or accounts with a federally insured bank or savings and loan institution designated by Seller, in Honolulu, Hawaii, authorized to do business in the State of Hawaii under an escrow arrangement, at the prevailing interest rate, and all interest paid thereon shall be credited to the account of the Seller.

4. A buyer will have the right to a refund of his funds only if (a) Seller asks Escrow in writing to return the buyer's funds to the buyer; (b) Seller gives Escrow written notice that Seller has rescinded or canceled the Sales Agreement pursuant to any right of rescission or cancellation stated in the Sales Agreement or otherwise available to Seller; (c) the conditions provided for a refund under Section 514A-63 of the Horizontal Property Act (as amended on the date the Sales Agreement becomes binding and effective) have been met and written notice thereof has been provided to the Seller; (d) Seller gives Escrow written notice of the buyer's exercise of the right to rescind or cancel the Sales Agreement pursuant to any right of rescission or cancellation stated therein; or (e) Escrow receives written notice from buyer(s) holding a nonbinding reservation agreement terminating such reservation agreement and releasing all rights and interest in the subject apartment, provided that Escrow shall notify Seller of such termination prior to making any refund to the buyer.

NOTE: ALL BUYERS AND PROSPECTIVE BUYERS SHOULD READ THE ESCROW AGREEMENT AND ALL AMENDMENTS IN FULL AS THIS SUMMARY IS NOT ALL-INCLUSIVE AND DOES NOT CONTAIN A COMPLETE DESCRIPTION OF ALL PROVISIONS OF THE ESCROW AGREEMENT. THIS SUMMARY IS INTENDED ONLY TO GIVE A BRIEF DESCRIPTION OF SOME OF THE ITEMS CONTAINED IN THE ESCROW AGREEMENT, AND DOES NOT ALTER OR AMEND THE ESCROW AGREEMENT IN ANY MANNER.