CONDOMINIUM PUBLIC REPORT

Prepared &
Issued by: Developer 2341 DATE DEVELOPMENT PARTNERS
Address 33 S. King St., Ste. 515 Honolulu, HI 96813

Project Name(*): 2341 DATE STREET
Address: 2341 Date Street, Honolulu, HI

Registration No. 2800 (Conversion)

Effective date: April 5, 1993
Expiration date: May 5, 1994

Preparation of this Report:

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

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

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

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

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

Type of Report:

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

X **FINAL: (white)** The developer has legally created a condominium and has filed complete information with the Commission.
[X] No prior reports have been issued.
[ ] This report supersedes all prior public reports.
[ ] This report must be read together with _____

___ **SUPPLEMENTARY: (pink)** This report updates information contained in the:
[ ] Preliminary Public Report dated: _____
[ ] Final Public Report dated: _____
[ ] Supplementary Public Report dated: _____

And [ ] Supersedes all prior public reports
[ ] Must be read together with _____
[ ] This report reactivates the _____
public report(s) which expired on _____

(*) Exactly as named in the Declaration

FORM: RECO-30 286/986/1[illegible]

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[ ] Required and attached to this report [X] 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.

[X] No prior reports have been issued by the developer.

[ ] Changes made are as follows:

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EXHIBIT A: Letter from the Building Department, City and County of Honolulu dated November 19, 1992
EXHIBIT B: Visual Inspection Report dated September 8, 1992
EXHIBIT C: Description of Common Elements
EXHIBIT D: List of Encumbrances
EXHIBIT E: Projected Annual Maintenance Budget and Estimated Operating Expenses
EXHIBIT F: Summary of Sales Contract
EXHIBIT G: Summary of Escrow Agreement
EXHIBIT H: Phase I Report Environmental Assessment Executive Summary, Building Survey and Findings and
EXHIBIT I: Recommendations

General Information On Condominiums

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

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

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

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

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

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

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

Operation of the Condominium Project

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

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

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

I. PERSONS CONNECTED WITH THE PROJECT

Developer: 2341 DATE DEVELOPMENT PARTNERS
Name
33 S. King St., Ste. 515
Business Address
Honolulu, HI 96813

Phone: 599-6933
(Business)

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

2341 Date, Inc., General Partner
Abe Lee Development, Inc., General Partner

Real Estate Broker: Abraham W.H. Lee dba Abe Lee Realty
Name
2752 Woodlawn Drive, Ste. 5-205
Business Address
Honolulu, HI 96822

Phone: 988-8077
(Business)

Escrow: Island Title Corporation
Name
1132 Bishop St., Ste. 400
Business Address
Honolulu, HI 96813

Phone: 531-0261
(Business)

General Contractor: N/A
Name

Business Address

Phone:
(Business)

Condominium Managing Agent: Self-managed by Association of Apartment
Name
Owners
Business Address

Phone:
(Business)

Attorney for Developer: Glenn M. Adachi
Name
841 Bishop St., #1601
Business Address
Honolulu, HI 96813

Phone: 526-3880
(Business)

II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS

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

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

The Declaration for this condominium is:

[ ] Proposed

[X] Recorded - Bureau of Conveyances: Document No.93-18104

Book_____ Page_____

[ ] Filed - Land Court: Document No._____

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information]: Amendment No. 1 dated March 15, 1993, recorded as Document No. 93-046851

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, dimensions of each apartment.

The Condominium Map for this condominium project is:

[ ] Proposed

[X] Recorded - Bureau of Conveyances Condo Map No.1805

[ ] Filed - Land Court Condo Map No._____

The Condominium Map has been amended by the following instruments [state name of document, date 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 manner in which meetings will be conducted, whether pets are prohibited or allowed and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

[ ] Proposed

[X] Recorded - Bureau of Conveyances: Document No.93-18106

Book_____ Page_____

[ ] Filed - Land Court: Document No._____

The Bylaws referred to above have been amended by the following instruments [state name of document, dated 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 limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the developer.

The House Rules for this condominium are:

[ ] Proposed [X] Adopted [ ] Developer does not plan to adopt House Rules

E. **Changes to Condominium Documents.**

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

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

	Minimum Set by Law	This Condominium
Declaration (and Condo Map)	75%*	75%
Bylaws	65%	65%
House Rules	---	Board Approval

*The percentages for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments.

2. Developer:

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

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

To amend the Declaration, By-Laws and Condominium Map at anytime prior to recording of the sale of a unit. Developer also reserves the right to amend the Declaration to file an "as-built" statement by a registered architect or professional engineer.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

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

[ ] Leasehold or Subleasehold: Individual apartments and the common elements, which include the underlying land will be leasehold.

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

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

Lease Term Expires:_____

Rent Renegotiation Date:_____

_____

Lease Rent Payable: [ ] Monthly [ ] Quarterly
[ ] Semi-Annually [ ] Annually

Exhibit_____ contains a schedule of the lease rent for each apartment per [ ] Month [ ] Year

For Subleaseholds:

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

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

[ ] Individual Apartments in Fee Simple; Common Interest in the Underlying Land in Leasehold or Subleasehold:

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

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

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

_____

Lease Rent Payable: [ ] Monthly [ ] Quarterly
[ ] Semi-Annually [ ] Annually
Exhibit_____ contains a schedule of the lease rent for each apartment per [ ] Month [ ] Year

[ ] Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

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

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

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

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

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

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

B. Underlying Land:

Address: 2341 Date Street, Honolulu, HI 96826 — Tax Map Key: (1) 2-7-12: 10 (TMK)

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

Land Area: 6,031 [X] square feet [ ] acre(s) Zoning: A-2

Lessor
(Fee Owner): Faith C. Ukishima and Charlotte P.K. Wengler Trustee and Successor Trustee, respectively
Name
952 Lunalilo Home Road
Address
Honolulu, HI 96825

~~Sublessor~~: Abe Lee Development, Inc.
Purchaser Name
under 2752 Woodlawn Dr., Suite 5-205
Agreement of Address
Sale Honolulu, HI 96822

C. **Buildings and Other Improvements:**

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

2. Number of Buildings: 2 Floors Per Building 2

   [ ] Exhibit_____ contains further explanations.

3. Principal Construction Material:

   [X] Concrete [X] Hollow Tile [ ] Wood

   [ ] Other_____

4. Permitted Uses by Zoning:

	No. of Apts.	Use Permitted By Zoning		No. of Apts.	Use Determined By Zoning
[X] Residential	8	[X] Yes [ ] No	[ ] Ohana	____	[ ] Yes [ ] No
[ ] Commercial	____	[ ] Yes [ ] No	[ ] Industrial	____	[ ] Yes [ ] No
[ ] Mix Res/Comm	____	[ ] Yes [ ] No	[ ] Agricultural	____	[ ] Yes [ ] No
[ ] Hotel	____	[ ] Yes [ ] No	[ ] Recreational	____	[ ] Yes [ ] No
[ ] Timeshare	____	[ ] Yes [ ] No	[ ] Other:_____	____	[ ] Yes [ ] No

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

5. Special Use Restrictions:

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

[X]Pets:No livestock, poultry, rabbits except for dogs, cats and other household pets

[ ] Number of Occupants:

[ ] Other:

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 3 Trash Chutes: 0

Apt.Nos. ~~Type~~	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
1 & 3	2	2/1	606.46	None
2 & 4	2	2/1	606.46	None
5 & 7	2	2/1	525.12	92.0
6 & 8	2	2/1	525.12	92.0

Total Apartments:8

***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 the those above because a different method of determining the floor area may have been used.

Boundaries of Each Apartment:

The walls and partitions which are not load-bearing within its perimeter or party walls, doors and door frames, windows and window frames, the inner decorated or finished surfaces of all walls, floors and ceilings, and all fixtures originally installed.

Permitted Alterations to Apartments:

Alterations or additions within an apartment shall require written approval of the Board and all other apartment owners directly affected as determined by the Board.

7. Parking Stalls:

Total Parking Stalls: 5

	Regular		Compact		Tandem		
	covered	open	covered	open	covered	open	TOTAL
Assigned (for each units)		5					5
Guest							
Unassigned							
Extra for Purchase							
Other:							
Total Covered & Open	5						

Each apartment will have the exclusive use of at least 0 parking stall(s). Buyers are encouraged to find out which stall(s) will be available for their use.

[ ] Commercial parking garage permitted in condominium project.

[ ] Exhibit _____ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

[X] There are no recreational or common facilities.

[ ] Swimming pool [ ] Storage Area [ ] Recreation Area

[ ] Laundry Area [ ] Tennis Court [ ] Trash Chute

[ ] Other: _____

9. Compliance With Building Code and Municipal Regulations; Cost to Cure Violations (See Exhibit A)

[X] There are no violations. [ ] Violations will not be cured.

[ ] Violations and cost to cure are listed below. [ ] Violations will be cured by_____

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations (For conversions of residential apartments in existence for at least five years): See Exhibit B, Visual Inspection Report dated September 8, 1992

11. Conformance to Present Zoning Code

a. [X] No variances to zoning code have been granted. (See Exhibit A)

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

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

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

	Conforming	Non-Conforming	Illegal
Uses	X		
Structures*		X	
Lot	X		

*Structures are considered non-conforming because there are only 5 off-street parking spaces for the project. (See Exhibit A)

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

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

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

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

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

[X] described in Exhibit C.

[ ] as follows:

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

[ ] There are no limited common elements in this project.

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

[ ] described in Exhibit_____.

[X] as follows:

1. The parking stalls assigned to certain apartments.

2. The lanai area adjacent to the respective apartment.

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

[ ] described in Exhibit _____.

[X] as follows:

Apt. No.	Common Interest %
1	12.5%
2	12.5%
3	12.5%
4	12.5%
5	12.5%
6	12.5%
7	12.5%
8	12.5%

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

Exhibit D describes the encumbrances against the title contained in the title report dated January 8, 1993 and issued by Island Title Corporation.

Blanket Liens:

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

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

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

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

Type of Lien	Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance
Mortgage	Buyer's interest may be terminated and he may lose all deposits. Buyer has right to sue for breach of contract and for return of deposit.

F. **Construction Warranties:** None

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:

2. Appliances:

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

Building A containing Apartments 1 through 4 was built in 1956. Building B containing Apartments 5 through 8 was built in 1963.

H. **Project Phases:**

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

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

IV. CONDOMINIUM MANAGEMENT

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

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

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

[ ] not affiliated with the Developer
[X] self-managed by the Association of Apartment Owners
[ ] the Developer or the Developer's affiliate.
[ ] other_____

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

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, 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.

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

C. **Utility Charges for Apartments:**

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

[ ] None [ ] Electricity [ ] Gas [X] Water

[X] Sewer [ ] Television Cable [ ] Other_____

V. MISCELLANEOUS

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

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

[X] Notice to Owner Occupants

[X] Specimen Sales Contract
Exhibit F contains a summary of the pertinent provisions of the sales contract.

[X] Escrow Agreement dated October 9, 1992
Exhibit G contains a summary of the pertinent provisions of the escrow agreement.

[ ] Other_____

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

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

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

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

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

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

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

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

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

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

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

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 Property Act (Chapter 514A, HRS) and Hawaii Administrative Rules, Chapter 16-107, are available at the Cashier's Office, Department of Commerce and Consumer Affairs, 1010 Richards Street, 3rd Floor, Honolulu, Hawaii, mailing address: P.O. Box 541, Honolulu, HI 96809, at a nominal cost.

This Public Report is a part of Registration No. 2800 filed with the Real Estate Commission on February 1, 1993.

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

[ ] yellow paper stock [X] white paper stock [ ] pink paper stock

C. **Additional Information Not Covered Above**

Environmental Assessment. A Phase I Environmental Assessment Report was prepared by Muranaka Environmental Consultants, Inc. on the property. The Executive Summary, Building survey and Findings and Recommendations are attached as Exhibit H. A full copy of the report will be provided to purchasers and is on file with the Real Estate Commission.

Developer Interest in Property. Developer has purchased the property under an agreement of sale dated September 24, 1992, recorded in the Bureau of Conveyances as Document No. 92-156524. Under the agreement of sale if the purchaser defaults, the Seller may (1) bring an action for all sums due and owing under the agreement of sale; (2) cancel the agreement of sale by taking appropriate legal action; or, (2) sell the property at public auction. In the event the agreement of sale is cancelled or foreclosed, the apartment buyer's interest may be terminated and he may lose all deposits. Buyer may bring legal action to sue for breach of contract and for return of deposit.

Developer intends to payoff the agreement of sale by way of a promissory note and purchase money mortgage with a provision to have the seller/mortgagee issue a partial release for each apartment as each apartment buyer is ready to close the purchase of the apartment.

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

2341 DATE DEVELOPMENT PARTNERS
Name of Developer

By: _____ 4/2/93
Duly Authorized Signatory Date

Bruce Arinaga
President, 2341 Date, Inc.
print name & title of person signing above

Distribution:

Department of Finance, City and County of Honolulu
Planning Department, City and County of Honolulu
Federal Housing Administration

BUILDING DEPARTMENT

CITY AND COUNTY OF HONOLULU

HONOLULU MUNICIPAL BUILDING
650 SOUTH KING STREET
HONOLULU, HAWAII 96813

FRANK F. FASI
MAYOR

HERBERT K. MURAOKA
DIRECTOR AND BUILDING SUPERINTENDENT

Ex92-146

November 19, 1992

Mr. Abe Lee, President
Abe Lee Development, Inc.
2752 Woodlawn Drive, Suite 5-205
Honolulu, Hawaii 96822

Dear Mr. Lee:

Subject: Condominium Conversion Project
2341 Date Street
Tax Map Key: 2-7-12: 10

This is in reply to your letter dated September 23, 1992 requesting confirmation that the eight apartment units located at the above-mentioned property met all applicable code requirements at the time of construction.

Investigation revealed that the 2 two-story four-unit apartment buildings with five off-street parking spaces met the applicable code requirements when they were constructed in 1956 and 1963.

For your information, the five off-street parking spaces are considered nonconforming.

The Building Department cannot determine whether this project contains any other legal nonconforming uses or structures as a result of the adoption or amendment of any ordinances or codes.

No variances or special permits were granted to allow deviations from any applicable codes.

EXHIBIT A

If you have any questions regarding this matter, please contact Mr. Ivan Matsumoto of this office at telephone number 527-6341.

Very truly yours,

FOR HERBERT K. MURAOKA
Director and
Building Superintendent

Subscribed and sworn to
before me this 20th day of
November, 1992.

Notary Public, First Judicial Circuit
State of Hawaii
My commission expires: June 21, 1995

September 8, 1992

Abe Lee Development, Inc.
2752 Woodlawn Drive
Unit #5-205
Honolulu, Hawaii 96822

Dear Mr. Abe Lee,

As per your instructions, a visual inspection was made on the property located at 2341 Date Street, Honolulu, Oahu on August 31, 1992.

The purpose was to visually examine and comment on the present condition of the building. Inspection was conducted by Daniel Jandoc of J. Brian Hughes (Structural Engineer), Ernest Kagawa of Site Management Inc. (Soils Engineer) and myself. The project basically contains two separate buildings which are two stories each. The building is connected with an overhead concrete walkway. The first building was constructed in 1956 and is located towards the rear of the lot and runs parallel to Date street. contains Units 1, 2, 3, & 4. We will refer to this structure as Building A. The building that was constructed in 1963 is closest to Date street contains Units 5, 6, 7, & 8. We will refer to this structure as Building B. In addition to the buildings, there are 5 non-conforming open-air parking stalls.

Both buildings have floors and roof constructed out of concrete slabs; exterior and partition walls between units constructed out of cmu wall. In units 1, 2, 3, & 4; interior partition walls are constructed of metal lath and plaster. In units 5, 6, 7, & 8; interior partition walls are constructed of 3/4" thk. redwood single.

The following describes my assessment of the overall condition of the building:

1. Visually, the exterior of the building appears to be in fair condition.
2. According to the owner, the roofing was redone back in 1985.
3. We visually encountered several areas which exhibited minor structural cracks or defects in the building. See reports that were provided by the Structural Engineer and Soils Engineer.
4. Visually, the underside of existing concrete roof deck has several areas which has either spalled or has paint separating from the concrete. Damages could have been caused by roofing membrane that has failed. Paint separation could also be caused by poor adhesion to the deck material.

EXHIBIT B

5. Spalling was noted on Building A and B's existing upper concrete walkway. Visually, it was prevalent where existing pipe rail post connected to the concrete slab. The spalling may have been caused by expansion due to rusting steel post and/or fasteners. In addition, we noted that the protective floor coating has deteriorated and/or non-existant. Without this coating, rainwater has probably seeped into the concrete and subsequently caused paint separation and spalling.
6. We noted dryrot and termite damage to Building A's wooden door and window sills and jambs.
7. Exterior electrical and plumbing work appears to be fair condition.
8. Existing electrical light and plumbing fixtures appears to be in fair to poor condition. Presently, all fixtures appears to function properly, however, it will probably in need of replacement within the next several years.
9. Upper concrete walkways exhibited several areas containing stress cracks and/or construction cracks.
10. Existing balcony and deck metal railing in Building B is 3'-0" high and non-conforming to todays building codes. In addition, the pickets are spaced at 6 1/4" o.c..
11. Existing balcony metal railing in Building A is only 2'-6" high. It is unclear whether or not there was any codes enforced at the time of construction. The 1958 Edition of the UBC (Vol. 1) indicates a minimum height of 3'-0". Pickets are spaced at 6" o.c..
12. In Building B, we did not visually see or encounter any indication of termite infestation and/or damage.
13. No unit is presently accessible to handicapped individuals. However, at the time of construction, no handicap requirements for accessibility were enforced.
14. Existing building does not contain enough parking nor does it contain the proper ratio required by present LUO codes. In addition, the backup area is insufficient in width.

Generally, the overall building appears to be in fair shape considering the age of the structure. See attached letter for recommendations to enhance the life expectancy of the buildings.

Unit 1:

1. The unit appears to be in fair condition.
2. We did not encounter neither plumbing or electrical work that did not function properly. Existing electrical outlets did not contain a ground pole nor were any outlets fitted with GFI.
3. The existing VAT flooring tile is suspect of containing asbestos and should be tested as such. Bathroom floor tiles are deteriorated and missing in some areas. Living room has carpet flooring and underlayment is

unknown.

4. There was no smoke detector visible.
5. Electrical breaker box was located in the upper portion of the existing pantry. Gas water heater with exhaust flue (VTR) was located below.
6. Existing concrete ceiling thru out.
7. Gas range has no protective backing nor range hood.
8. Existing window sills and jambs showed evidence of dryrot and termite infestation.
9. Efflorescence was visible on both bedroom and bathroom walls (Diamond Head side)

Unit 2:

1. The unit appears to be in fair condition.
2. We did not encounter neither plumbing or electrical work that did not function properly. Existing electrical outlets did not contain a ground pole nor were any outlets fitted with GFI.
3. The existing VAT flooring tile is suspect of containing asbestos and should be tested as such.
4. There was no smoke detector visible.
5. Electrical breaker box was located in the upper portion of the existing pantry. Gas water heater with exhaust flue (VTR) was located below.
6. Existing concrete ceiling thru out.
7. Gas range has no protective backing nor range hood.
8. Existing window sills and jambs showed evidence of dryrot and termite infestation.

Unit 3:

1. The unit appears to be maintained in good condition.
2. The owner indicated that the living room lights will sometimes flickers on and off. While there, we did not encounter any flickering. We did not encounter anyother plumbing or electrical work that did not function properly. Existing electrical outlets did not contain a ground pole nor were any outlets fitted with GFI.
3. The existing has carpet and sheet vinyl flooring thru out. Existing underlayment is unknown.
4. Electrical breaker box was located in the upper portion of the existing pantry. Gas water heater with exhaust flue (VTR) was located below.
5. Existing concrete ceiling thru out.
6. Gas range has no protective backing nor range hood.

Unit 4:

1. The unit appears to be maintained very well. We did not encounter neither plumbing or electrical work that did not function properly.
2. There was no smoke detector visible.
3. The existing has carpet and sheet vinyl flooring thru

out. Existing underlayment is unknown.

4. Electrical breaker box was located in the upper portion of the existing pantry. Gas water heater with exhaust flue (VTR) was located below.
5. Newly installed simulated blown acoustic ceiling.
6. Gas range has no range hood.
7. Existing cmu wall has been covered with knockdown plaster finish.

Unit 5:

1. The unit appears to be maintained ok. We did not encounter neither plumbing or electrical work that did not function properly. Existing light fixtures appear to be in need of replacement within the next several years.
2. The existing ceiling material (simulated blown acoustic) and VAT tile floor is suspect of containing asbestos and should be tested as such.
3. There was no smoke detector visible.
4. Efflorescence was noted on cmu wall in bedroom #1 (Date Street side)
5. Electrical range has no backing nor range hood.

Unit 6:

1. The unit appears to be maintained in fair condition. We did not encounter neither plumbing or electrical work that did not function properly. Existing light fixtures appears to be in need of replacement within the next several years.
2. The existing ceiling material (simulated blown acoustic) and VAT tile floor is suspect of containing asbestos and should be tested as such.
3. There was no smoke detector visible.
4. Electrical range has no backing nor range hood.

Unit 7:

1. The unit appears to be maintained in fair condition. We did not encounter neither plumbing or electrical work that did not function properly. Existing light fixtures appears to be in need of replacement within the next several years.
2. The existing ceiling material (simulated blown acoustic) and VAT tile floor is suspect of containing asbestos and should be tested as such.
3. There was no smoke detector visible.
4. Electrical range has no backing nor range hood.

Unit 8:

1. The unit appears to be maintained in fair condition. We did not encounter neither plumbing or electrical work that did not function properly. Existing light

fixtures appears to have been replaced. Both bedrooms and living rooms have ceiling fans installed.

2. The existing ceiling material (simulated blown acoustic) and VAT tile floor is suspect of containing asbestos and should be tested as such. Existing small section of acoustic ceiling in hallway appears to have separated from the concrete deck.
3. There was no smoke detector visible.
4. Electrical range has no range hood.

Conclusion: The units described above appears to be in fair condition. Review of Structural Engineers, Soils Engineer, and Asbestos Abatement report will need to be reviewed and taken into account.

WAYNE S. DATE
REGISTERED PROFESSIONAL ARCHITECT
No. 5421
HAWAII, U.S.A.

Wayne S. Date, AIA
Registered Professional Architect
Hawaii Reg. No. 5421

J. BRIAN HUGHES AND ASSOCIATES, INC.
STRUCTURAL & CIVIL ENGINEERS
1670 KALAKAUA AVE., ROOM 604 HONOLULU, HAWAII 96826 TELEPHONE: 808/949-5971

J. BRIAN HUGHES M.I.C.E., P.E.
DANIEL JANDOC, P.E.
WAYNE Y. UMEDA

September 22, 1992

Abe Lee Development, Inc.
2752 Woodlawn Drive
Unit #5-205
Honolulu, Hawaii 96822

Attention: Mr. Abe Lee

Gentlemen:

SUBJECT: CONDOMINIUM CONVERSION
2341 Date Street

At your request, an inspection was made on August 31, 1992 of the subject building to assess the structural condition of the building. The Architectural, Mechanical, Electrical, and Civil assessment of the building will be made by others.

The inspection was not of a detailed nature and only visual observations were made without attempting to remove any of the floor, wall, or ceiling finishes. No drawings of the original construction were available for examination.

The property, which is on a level site, contains two, two story buildings that are connected at the roof and second floor walkway, but were constructed at different times and have different floor plans. The building containing Units 1 to 4 is located towards the rear of the property and aligned parallel to Date Street will be referred to as Building "A". The building containing Units 5 to 8 is located towards the front of the property, close to Date Street and perpendicular to Building "A", will be referred to as Building "B". Building "A" was constructed in 1956 and Building "B" in 1963.

The structural system for Buildings "A" and "B" consists of casted in place, suspended concrete slabs at the second floors and roofs. It could not be determined whether the slabs are post-tensioned or conventionally reinforced -- we feel it is more likely the latter. The second floor and roof slabs are supported by concrete masonry unit (CMU) bearing walls at the exterior and between units. Building "A" has an interior longitudinal masonry wall whereas Building "B" does not. The ground floor of both buildings appear to be conventional slabs on grade. The foundation system for the buildings could not be determined with any certainty but we feel it is most likely conventional spread footings. Lateral forces from earthquakes and hurricanes appear to be resisted by shear wall action of the masonry walls. Non-structural partitions are constructed using metal lath and plaster in Building "A", and "single-wall" boards in Building "B".

Overall, both buildings are in good condition considering their age. Some cracks were observed in the masonry walls and were probably caused by some long term settlement. At Building "A", vertical cracks were observed in the mortar joints in the ground level exterior wall located at the rear. The cracked joints occur at where the low masonry walls abut the full height load bearing walls which are perpendicular. A similar type of cracking was observed in the CMU partitions at the upper floor lanais of Building "B". All of the wall cracks described are small and do not appear active; we do not feel the structural integrity of the buildings have been affected. Those cracks should be sealed to prevent water getting to the reinforcing steel and to the interior of the units. Failure to repair the cracks may result in corrosion of the reinforcing steel and eventually spalling and cracking. Also, water getting inside of the buildings may damage the interior finishes.

The roof and second floor slabs appear to be in good condition as there were no signs of excessive deflections or "bounciness". Some small cracks were observed on the undersides of the slabs but we consider them to be minor in nature. More severe cracking was observed at where the roof slabs of both buildings meet. The probable cause of, and solution to the cracking will be addressed in our discussion of the upper floor walkway slabs below as their situations are identical. The ground floor slabs also appear to be in good condition as there were no signs of excessive settlement or heaving. Doors in a vacant ground floor unit at Building "A" (Unit No. 2) were observed to be sticking. It could not be determined whether the sticking was caused by slab movement or swelling of the wood. In any event, we consider this to be a minor matter.

The walkway slabs at the second floor are generally in good condition except at the area connecting the two buildings. One of the causes of the cracking is caused by corroded reinforcing bars and railing posts. We do not consider this unusual as this is a common occurrence in many buildings, but repairs are very necessary to prevent the spreading of this condition. The ususal repair method is to remove all of the cracked concrete, clean (or replace if the corrosion is severe) the corroded reinforcing bars and other embedded metal, and cover the repaired areas with a patching mortar or concrete. Another cause of the cracking is where the slabs of the two buildings abut each other. It appears that when Building "B" was constructed, the connecting portion of the upper floor walkway and roof slabs were poured directly against the slabs of Building "A". The settling of Building "B" relative to Building "A" probably caused large stresses where the slabs met. Since the two buildings have different floor plans and are perpendicular to each other, an earthquake (even a small one) will cause differential movements resulting in local stress concentrations. This is a common situation for buildings that assume the shape of an "L", "H", "T", or a combination of these shapes. Differential movements can also be caused by the buildings' thermal expansion and contraction. It was observed that the walkway slab of Building "B" is exposed to the afternoon sun whereas for Building "A", the slab is shielded. We believe the solution to this problem is to physically separate the two buildings by providing some type of expansion

joint at where the upper floor walkway and roof slabs meet thus allowing them to move independently of each other. Even the railings should be physically separated -- one of the railing posts at Building "B" had already snapped.

To preserve the structure, the roofs should be free of leaks, the exterior walls re-painted, and the upper floor slabs exposed to weather coated to prevent water intrusion. These items should should be inspected on a regular basis to insure they performing as intended.

In closing, we feel that both buildings are free of any major structural deficiencies, and repeat that they are in good condition.

If you have any questions, please feel free to call us.

Very truly yours,
J. BRIAN HUGHES & ASSOC., INC.

Daniel Jandoc
Project Engineer

SITE MANAGEMENT, INC.

3260 Charles Street Honolulu, HI 96816 Ph. 735-6704

ERNEST KAGAWA, Pres.

September 4, 1992

Mr. Steven Higashiya
Design Perspective
23 South Vineyard Boulevard, Suite 305
Honolulu, Hawaii 96813

Subject: Observation and Comments
Site Visit
2341 Date Street
McCully, Honolulu, Hawaii

Dear Mr. Higashiya,

On September 4, 1992, the subject site was observed with you and Daniel Jandoc, the structural engineer. The purpose of the site visit was to observe possible movements in the foundation soil supporting the two apartment buildings on the site.

The following are my observations and comments:

1. Masonry wall area at Ewa stairway, Building 2. See circle area 1 on the attached sketch, Plate 1. There is a crack in the wall in the upper 1/3 height. The crack is narrower at the bottom but does not extend to the base of the wall.

   The width of the crack does not appear to be such a large one as to be of concern. The building is more than 20 years old and the size of crack indicates movement of a minor nature.

   The crack may have been made by a bump to the wall by a vehicle. A major ground movement does not seem to have occurred to cause the crack.

2. Masonry wall in back of Building 2, circle area 2, Plate 1.

   There is a narrow vertical wall separation of the masonry wall butting against a masonry block column. No appreciable soil movement was visible.

   This separation of wall appears to be small. The gap is small and is uniform for the full height of wall. This separation does not seem to have been caused by a large subsoil movement. The movement is minor and does not appear to be of concern. Again the building is old. Perhaps, dovetail ties were not provided to tie the wall to the column when the building was constructed.

3. There is a crack under the window sill in the back of Building 2, circle area 3, Plate 1.

   The crack under the sill may be caused by movement in the wall not related to a major soil movement. The masonry block wall may not be fully grouted. A crack of this nature could be structural or it could be caused by slight swelling of expansive soil.

4. Pinching or crushing of 2nd story walkway of Building 1 against the connecting 2nd story walkway of Building 2, circle area 4, Plate 1.

   This is caused by causes other than movement of the subsoil. The building breathes and moves horizontally. This movement was not allowed to take place because the slabs of Building 1 and 2 were not constructed with sufficient space to allow for horizontal movement (or breathing of the buildings).

5. Crack in the underside of the 2nd floor slab at the laundry support of Building 1, circle area 5, Plate 2.

   The crack appears to have been caused by the act of bolting the supports to the slab. The action is similar to the formation of cracks in lumber when nailing lumber close to the edge.

   No ground movement caused the cracks.

General comments:

The adjacent stream walls appear to be stable and show no signs of settlement, lateral movement, or rotation.

The neighboring property masonry walls appear to be okay with no visible signs of cracks.

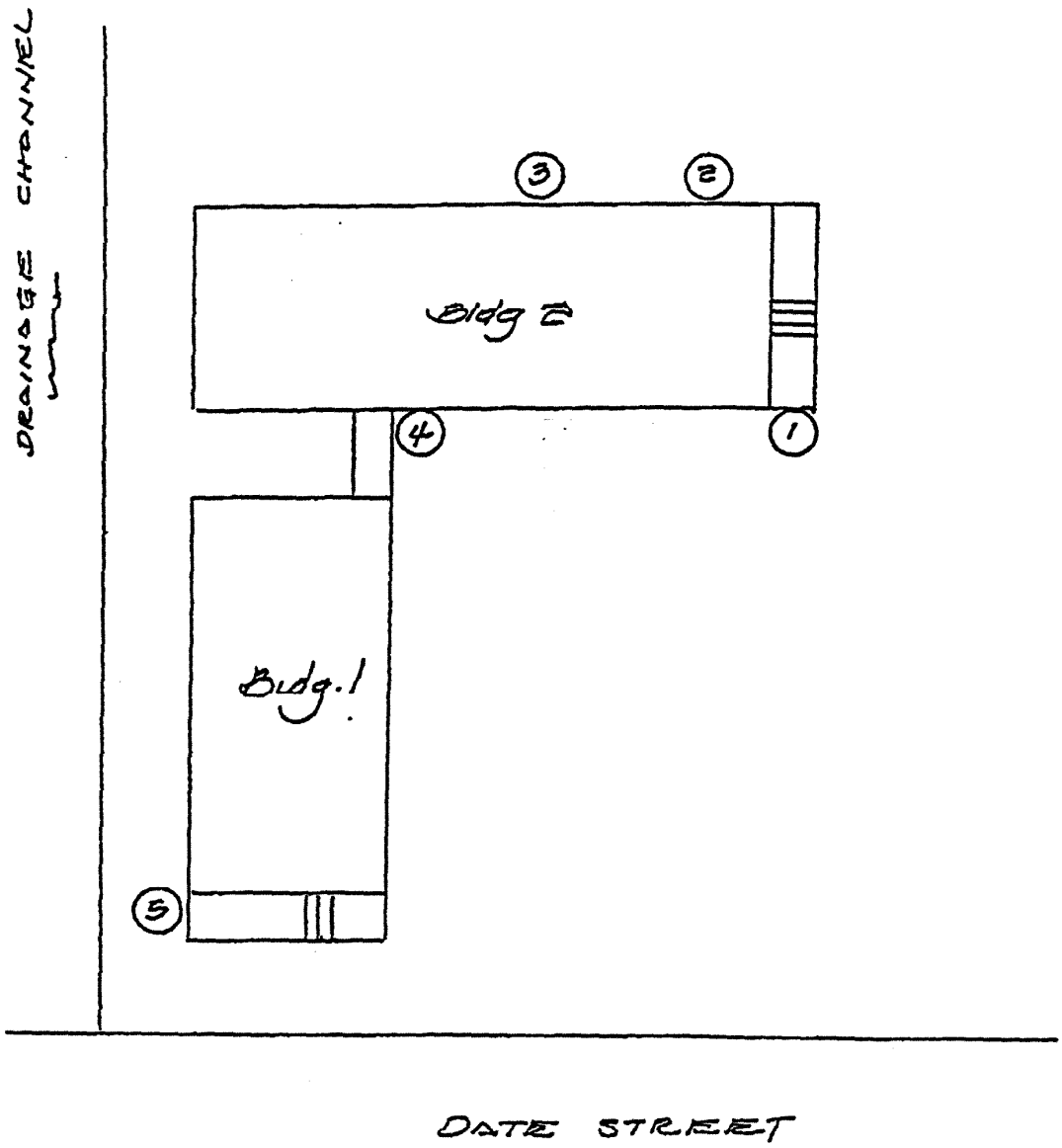
Conclusion:

It is my opinion that the property has not had a major subsoil movement. Movements if any are minor and are expected with time in the order of 3/4 inches. The building movements are not major to be of concern.

Very truly yours,

Ernest H. Kagawa, P.E.

ERNEST HICHISO KAGAWA
REGISTERED PROFESSIONAL ENGINEER
No. 1661-C
HAWAII, U.S.A.



9/4/92

Project: 2341 DATE ST.	Job No. 327
SITE MANAGEMENT, INC.	Plate 1

September 10, 1992

Abe Lee Development, Inc.
2752 Woodlawn Drive
Unit #5-205
Honolulu, Hawaii 96822

A R C H I T E C T ' S C E R T I F I C A T I O N

I certify that Dwelling Unit numbers 1, 2, 3, 4, 5, 6, 7, and 8 on the City and County of Honolulu, tax records, which corresponds with Units 1, 2, 3, 4, 5, 6, 7 and 8 on the CPR map for the condominium project named "2341 Date Street" located at 2341 Date Street in Honolulu, Oahu, Hawaii, conforms to the Building Codes in force at the time of their construction.

WAYNE S. DATE
REGISTERED PROFESSIONAL ARCHITECT
No. 5421
HAWAII, U.S.A.

Signed:

Wayne S. Date, AIA
No. 5421

EXHIBIT C

DESCRIPTION OF COMMON ELEMENTS

1. The land in fee simple as described in Exhibit "A" of the Declaration of Condominium Property Regime.

2. All foundations, floor slabs, columns, girders, beams, supports, unfinished perimeter, party and load-bearing walls, roofs, entries, stairways, elevators, walkways, entrances and exits of said buildings.

3. All yards, grounds and landscaping.

4. Parking area.

5. Concrete trash enclosure.

6. All pipes, cables, conduits, ducts, electrical equipment, wiring and other central and appurtenant transmission facilities and installations over, under and across the project which serve more than one apartment for services such as power, light, gas, water, sewer, telephone and television signal distribution, if any.

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

EXHIBIT D

LIST OF ENCUMBRANCES

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

2. Mortgage in favor of First Hawaiian Bank, a Hawaii corporation (Successor in interest to Cooke Trust Company, Limited) Trustee of First Hawaiin Bank Common Trust Fund "B", dated February 9, 1973, recorded in said Bureau of Conveyances in Book 8927, Page 388.

3. Mortgage in favor of Honolulu Federal Employees' Federal Credit Union, a corporation or association which was formed and which exists under the laws of the United States Federal Credit Union Act, dated November 15, 1985, recorded in said Bureau of Conveyances in Book 19090, Page 658.

4. Mortgage in favor of First Hawaiian Bank, a Hawaii corporation, dated March 17, 1989, recorded in said Bureau of Conveyances in Book 22973, Page 34.

5. Terms and provisions of that certain unrecorded Revocable Trust Agreement dated May 22, 1989.

6. Real property taxes due and payable. For more information contact City and County of Honolulu, Department of Finance, Real Property Tax Assessment.

7. Covenants, conditions, restrictions, reservations, easements, lines for assessments, options, powers of attorney, limitations on title, and all other provisions contained in or incorporated by reference in the Declaration of Condominium Property Regime and By-Laws of the Association of Apartment Owners recorded in the Bureau of Conveyances as Document Nos. 93-18104 and 93-18106, respectively, and Condominium Map No. 1805; as amended by Amendment No. 1 dated March 15, 1993, recorded in the Bureau of Conveyances as Document No. 93-046851.

EXHIBIT E

"2341 DATE STREET"
PROJECTED ANNUAL MAINTENANCE BUDGET AND ESTIMATED OPERATING EXPENSES

Project Name: 2341 Date Street
Project Address: 2341 Date Street, Honolulu, Hawaii 96826
Unit Numbers: 1 through 8

Item	Total Per Year	Total Per Month	Unit Per Month
Water & Sewer	2,600.00	216.67	27.08
Fire & Liability Insurance	1,200.00	100.00	12.50
Electricity (common area)	500.00	41.67	5.21
Building Reserve	1,000.00	83.33	10.42
Total	5,300.00	441.67	55.21

I, Abraham Lee, certify and swear that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: Nov. 12, 1992

Abraham Lee
Signature

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF Honolulu)

On this 12th day of November, 1992, before me personally appeared Abraham Lee, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Notary Public, State of Hawaii
My commission expires 8/5/94.

45

EXHIBIT F

Summary of Condominium Reservation Agreement, Deposit Receipt and Sales Contract

The Condominium Reservation Agreement, Deposit Receipt and Sales Contract ("sales contract") contains the price, description and apartment and other terms and conditions under which a buyer will agree to buy an apartment in the Project. Among other things, the sales contract provides:

1. A breakdown of the schedule of payments buyer will make.

2. Buyer to purchase an additional parking stall, if available.

3. Additional charges buyer will pay at closing.

4. A seller's disclosure statement as to the condition of the building.

5. Acknowledgement by buyer concerning representations made by Seller and Seller's agent about the rental of the apartment, condition of the unit, the building or the property, compliance with building, zoning, land use, subdivision or other applicable law, ordinance, rule or regulation, condition of the soil, improvements under the land or on or under adjoining land, matters concerning utility systems, drainage systems, or survey.

6. The buyer is buying the unit in "AS IS" condition.

7. Buyer's right to cancel the sales contract.

8. Subordination of the sales contract to any interim loan to finance the acquistion of the property.

9. Buyer's deposits will be held in escrow until the sales contract is closed or cancelled.

10. Proration of taxes, assessments and other chareges at date of closing.

11. If Seller elects, buyer agrees to preclose by signing all documents prior to closing date.

12. In the event of default by buyer:
    (1) Seller may bring an action for breach of contract;
    (2) Seller may retain the deposits as liquidated damages;

(3) Buyer is responsible for any costs incurred under the sales contract.

13. If buyer is financing a portion of the sales price, buyer will apply for a loan within 5 days after acceptance of contract. Buyer will be in breach of the sales contract if buyer fails to apply for the loan within the time specified. Seller may terminate the contract.

14. If buyer fails to qualify for a loan, Seller at its option, may terminate the sales contract and have escrow refund buyer's deposit less any fees for credit reports or escrow charges.

The sales contract contains various other provisions which the buyer should become acquainted.

EXHIBIT G

SUMMARY OF ESCROW AGREEMENT

The escrow agreement established an arrangement under which the deposits a buyer makes under a Condominium Deposit, Receipt and Sales Contract ("sales contract") will be held by a neutral party ("Escrow"). Under the escrow agreement these things will or may happen:

(a) Signed copies of the sales contract will be provided to Escrow.

(b) Escrow will collect payments due pursuant to the sales contract.

(c) Seller will notify Escrow who in turn will notify buyers when payments are due.

(d) Escrow will accept purchaser's payments pursuant to the sales contract and will hold the funds or make payments according to the escrow agreement.

(e) The escrow agreement says under what conditions escrow will disburse buyer's funds.

(f) The escrow agreement says under what conditions buyer's funds will be refunded if buyer cancels the sales contract.

(g) The escrow agreement says what will happen to a buyer's funds upon default under the sales contract.

(h) Escrow will arrange for and supervise the signing of all necessary documents.

(i) The escrow agreement sets forth Escrow's responsibilities in the event of any disputes.

The escrow agreement contains various other provisions and establishes certain charges with which the purchaser should become acquainted.

PHASE I REPORT
ENVIRONMENTAL ASSESSMENT
2341 DATE STREET
HONOLULU, HAWAII 96813

MURANAKA ENVIRONMENTAL CONSULTANTS, INC.

EXHIBIT H

1.0 EXECUTIVE SUMMARY

Muranaka Environmental Consultants, Inc. ("MECI") has completed the site inspection and research for a Phase I Environmental Assessment of a property located at 2341 Date Street. It is a 5,997 ft^2 parcel of land owned by Edwin and Faith Ukishima, and is designated as tax map key (TMK) number 2-7-12:10. Two, two-story concrete structures are located on the property. Both buildings are residential apartments.

MECI performed the assessment to determine the presence and extent of potential conditions or situations at the site which may result in present real, or potential hazards, or environmental liabilities as dictated by federal, state, and local statutes or regulations. Specific areas investigated include: historical uses, gross surface and subsurface contamination, polychlorinated biphenyl-containing switches, transformers, and capacitors ("PCBs"), underground storage tanks ("USTs"), hazardous materials and wastes, and suspect asbestos containing building material ("ACBM").

Presently, there are no Comprehensive Environmental Response Compensation and Liability Act ("CERCLA" or "Superfund") sites on Oahu. The U.S. Army, Schofield Barracks, and the Pearl Harbor Naval Complex are National Priority List sites which are being investigated to determine if long term remedial action is necessary. There are no Comprehensive Environmental Response Compensation Liability Information System (CERCLIS) sites within a one-half mile of the site. The Hawaii State

Department of Health (DOH) lists two hazardous material releases within a one-half mile radius of the area. The first occurred on may 26, 1989, and involved the runoff of oily water into the Ala Wai Canal from Lewers Street. The second occurred on January 10, 1990, and involved a Texaco Station which dumped ethylene glycol into a storm drain at 1110 University Avenue.

MECI personnel did not observe any suspect polychlorinated biphenyl (PCB) containing transformers located on the property.

DOH has no record of underground storage tanks located on site. MECI did not observe any visible UST indicators such as caps, fill pipes, or dispenser pumps. DOH does have a record of 13 locations with registered USTs located within a one-half mile radius of the site; four of them have leaking tanks. They are: Hirata's Inc., Moiliili Service Station, Texaco Station (University Avenue), and Tom Ishii's Union.

MECI personnel collected five suspect asbestos containing samples from both of the apartment structures. Analysis of the samples showed that three of them contained detectable amounts of asbestos.

On June 2, 1992, MECI requested records of any past or pending environmental regulatory actions at the site from the DOH Department of Environmental Management. The DOH generally responds within thirty to forty-five days; MECI will forward a copy of the response as soon as it is available.

5.0 Building Survey

MECI collected three bulk samples of suspect asbestos containing materials from one of the tenant spaces in the older apartment structure, and two bulk samples from one of the tenant spaces in the other apartment structure. The owner of the property stated that the tenant spaces in each of the buildings were uniform. The only renovation work that was done involved the replacing of floor tile with vinyl flooring in the two, second floor apartments in the older structure. Samples were collected, put into resealable plastic bags, labeled, and returned to the laboratory for analysis. Of the five samples analyzed, three were found to contain detectable amounts of asbestos in them. Table 5.1 summarizes the results of the laboratory analysis. Laboratory reports may be found in Appendix IV.

TABLE 5.1

Laboratory Results of Bulk Sample Identification

Sample #	Sample Location	Sample Description	Percent Asbestos
92361-01	apt. #1, ground floor bathroom	9"X9" black floor tile mastic	10%-20% chrysotile >1%-2% chrysotile
92361-02	apt. #1, ground floor kitchen	9"X9" red floor tile	10%-20% chrysotile
92361-03	apt. #1, ground floor kitchen, under stove	white linoleum with rectangular patterns clear mastic	nd < 0.1% nd < 0.1%
92361-04	apt. #5, ground floor kitchen	9"X9" gray speckled floor tile	5%-10% chrysotile
92361-05	apt. #5, ground floor living room	white sprayed on ceiling material	nd < 0.1%

ND - none detected

Discussion

Asbestos containing building materials ("ACBM") were commonly incorporated into structures built prior to 1982. The presence of ACBM does not necessarily imply that building occupants will experience any health hazard. Most misconceptions about ACBM and the potential for increased health risk are a result of poorly presented information and the general public's anxiety arising from a misunderstanding of such information. In addition, no regulations exist which require removal from buildings in

use. Federal regulations require that for buildings to be demolished, or in areas of a building that will be demolished through renovation, amounts of friable material greater than 260 ft^2 of surfacing or 160 lineal ft of pipe covering must be removed prior to demolition. State of Hawaii Division of Occupational Safety and Health (DOSH) requires personal air monitoring whenever asbestos containing material is disturbed.

Measuring fibers in air to quantify exposure to asbestos is the only objective method. This approach has been criticized for measuring only current conditions and gives no information about fiber release potential and future air levels. When combined with an assessment of conditions, it provides a technically sound determination of ambient air levels and therefore potential risk. For greater accuracy, the transmission electron microscopy (TEM) method may be used to quantitate "true" asbestos fibers in preference to phase contrast microscopy (PCM) method which measures all fibers. In virtually all situations, PCM is a gross over-estimation of the true fiber concentration. The routine use of TEM is probably not practical for most property owners due to its high cost.

6.0 Findings and Recommendations

MECI recommends that an Operations and Maintenance ("O&M") Plan be prepared for the ACBM identified in the building survey. An O&M Plan would include site specific recommendations for work practices to:

1) keep the ACBM in good condition
2) clean-up asbestos fibers from damaged ACBM
3) prevent the release of asbestos fibers
4) continually evaluate the condition of the asbestos materials

If future renovations or demolition of the structure are planned, it is recommended that a better estimate of the total area of ACBM be made, and a consultant be hired to ensure all ACBM is properly managed.

Four leaking USTs are located within a one-half mile of the site. Leaking USTs may contribute to subsurface contamination due to the migration of product. Subsurface testing of soil and groundwater may be performed to investigate the presence or absence of petroleum contamination from off-site sources. If there are plans to develop the site which would include excavation, trenching, or dewatering, MECI recommends that a soil and groundwater study be performed. The study would address the presence and extent of soil or groundwater contamination, and the effects that any contamination would have on the proposed construction design and methods.