

CONDOMINIUM PUBLIC REPORT

Prepared &

Issued by: Developer JAMES KIMO SCOTT ASSOCIATES
Address 94-200 Pupuole Street, Waipahu, Hawaii 96797

Project Name(*): PUPUOLE CENTER
Address: 94-200 Pupuole Street, Waipahu, Hawaii 96797

Registration No. 2875

Effective date: June 17, 1993

Expiration date: July 17, 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 or any other government agency. Neither the Commission nor any other government agency has judged or approved the merits or value, if any, of the project or of purchasing an apartment in the project.

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

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

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

Type of Report:

PRELIMINARY: 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: 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: 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

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required and attached to this report Not Required - disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

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

No prior reports have been issued by the developer.

Changes made are as follows:

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General Information On Condominiums

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

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

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

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

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

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

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

Operation of the Condominium Project

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

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

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

I. PERSONS CONNECTED WITH THE PROJECT

Developer: JAMES KIMO SCOTT ASSOCIATES,
a Hawaii Limited Partnership **Phone:** 671-2886
Name (Business)
94-200 Pupuole Street, #1
Business Address
Waipahu, Hawaii 96797

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

KIMO SCOTT, INC., General Partner
James Scott, President
Ed Maluyo, Vice President
Michael Dukes, Secretary
Michael Dukes, Treasurer

Real Estate Broker: Stephen F. Santangelo dba
Santangelo Realty **Phone:** 732-0707
Name (Business)
3221 Waiialae Avenue, Suite 300
Business Address
Honolulu, Hawaii 96816

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

General Contractor: Jas. W. Glover, Ltd. **Phone:** 533-1777
Name (Business)
725 Kapiolani Blvd., Suite 306
Business Address
Honolulu, Hawaii 96813

Condominium Managing Agent: Developer until Association
selects managing agent **Phone:** _____
Name (Business)

Business Address

Attorney for Developer: Hiroshi Sakai, Attorney at
Law, A Law Corporation **Phone:** 531-4171
Name (Business)
201 Merchant St., Suite 902
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 Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

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

The Declaration for this condominium is:

- Proposed
 Recorded - Bureau of Conveyances: Document No. 93-060406
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]:

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

The Condominium Map for this condominium project is:

- Proposed
 Recorded - Bureau of Conveyances Condo Map No. 1847
 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
 Recorded - Bureau of Conveyances: Document No. 93-060407
Book _____ Page _____
 Filed - Land Court: Document No. _____

The Bylaws referred to above have been amended by the following instruments [state name of document, date 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 Adopted Developer does not plan to adopt House Rules

E. Changes to Condominium Documents

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

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

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75%*	<u>75%</u>
Bylaws	65%	<u>65%</u>
House Rules	---	<u>Majority vote of Board of Directors</u>

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

2. Developer:

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

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

There are additional reservations in favor of the Developer and covenants which a buyer should be aware of in the sales contract as well as in the Declaration which allow the Developer to make changes to the Declaration, By Laws and House Rules prior to the conveyance of any apartments to the buyers. The Developer also reserves the right to grant easements to utility companies and the governmental authorities that are necessary for the project even after conveyance of apartments to buyers. The Developer is authorized to file the "as built" Condominium Map that is required even after conveyances of apartments to buyers.

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

- Fee Simple: Individual apartments and the common elements, which include the underlying land, will be in fee simple.
- Leasehold or 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 I 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: End of the last day of the 55th consecutive full lease year

Rent Renegotiation Date(s): October 1, 2017, 2022, 2027, 2032, 2037 and 2042. Note that in addition to the renegotiated rent due the fee owner, 6% thereof will be paid to the Developer.

Lease Rent Payable: Monthly Quarterly
 Semi-Annually Annually

Exhibit I 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: 94-200 Pupuole Street, Waipahu, Hawaii Tax Map Key: (1) 9-4-049-029
(TMK)

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

Land Area: 57,559 [X] square feet [] acre(s) Zoning: I-2

Lessor

(Fee Owner): Jas. W. Glover Holding Company, Ltd.
Name
725 Kapiolani Boulevard, Suite 306
Address
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. Number of Buildings: Two Floors Per Building One

Exhibit _____ contains further explanations.

3. Principal Construction Material:

Concrete Hollow Tile Wood

Other Steel

4. Permitted Uses by Zoning:

	No. of <u>Apts.</u>	Use Permitted <u>By Zoning</u>		No. of <u>Apts.</u>	Use Determined <u>By Zoning</u>
<input type="checkbox"/> Residential	___	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Ohana	___	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Commercial	___	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Industrial	<u>10</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	___	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Agricultural	___	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Hotel	___	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Recreational	___	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Timeshare	___	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Other: _____	___	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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:

[] Pets: _____

[] Number of Occupants: _____

[X] Other: Limited Industrial uses only. Also, see Exhibit H, Building and House Rules

[] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Floor Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
1	1	N/A	2,221 sq. ft.	N/A
2	1	N/A	2,304 sq. ft.	N/A
3	1	N/A	2,304 sq. ft.	N/A
4	1	N/A	2,304 sq. ft.	N/A
5	1	N/A	2,304 sq. ft.	N/A
6	1	N/A	2,304 sq. ft.	N/A
7	1	N/A	2,304 sq. ft.	N/A
8	1	N/A	2,304 sq. ft.	N/A
9	1	N/A	2,221 sq. ft.	N/A
10	1	N/A	**8,450 sq. ft. max.	N/A

Total Apartments: 10

** Apt. 10 is now only 123 sq. ft. but may be expanded by purchaser to a maximum of 8,450 sq. ft., the area of the apartment's limited common area.

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

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

Boundaries of Each Apartment:

Interior surface of each apartment's exterior perimeter walls.

Permitted Alterations to Apartments:

Alterations can be made within the apartment where it does not affect the load bearing and perimeter walls.

7. Parking Stalls:

Total Parking Stalls: 48

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	
Assigned (for each unit)	_____	<u>20</u>	_____	<u>5</u>	_____	_____	<u>25</u>
Guest	_____	<u>18</u>	_____	<u>5</u>	_____	_____	<u>23</u>
Unassigned	_____	_____	_____	_____	_____	_____	_____
Extra for Purchase	_____	_____	_____	_____	_____	_____	_____
Other:	_____	_____	_____	_____	_____	_____	_____
Total Covered & Open	<u>38</u>		<u>10</u>				

Each apartment will have the exclusive use of at least 2 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:

- 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

- 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):

N/A

11. Conformance to Present Zoning Code

a. No variances to zoning code have been granted.

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

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

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

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	<u>X</u>	<u> </u>	<u> </u>
Structures	<u>X</u>	<u> </u>	<u> </u>
Lot	<u>X</u>	<u> </u>	<u> </u>

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

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

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

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

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

described in Exhibit A .

as follows:

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

There are no limited common elements in this project.

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

described in Exhibit B .

as follows:

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

described in Exhibit C .

as follows:

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

Exhibit D describes the encumbrances against the title contained in the title report dated May 3, 1993 and issued by Title Guaranty of Hawaii, Inc.

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.

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

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
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F. Construction Warranties:

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

1. **Building and Other Improvements:** The apartments and the common elements of the project shall have the benefit of a one-year warranty against defects in materials and workmanship, which warranty shall commence as of the date of the substantial completion for such apartments and common elements. It is estimated that the commencement date of such warranties will be March, 1993.

2. **Appliances:** None.

G. Status of Construction and Estimated Completion Date:

Construction of the building was completed on or about March 5, 1993.

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 the Developer or the Developer's affiliate.
 self-managed by the Association of Apartment Owners other _____

B. Estimate of Initial Maintenance Fees:

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

- Notice to Owner Occupants
- Specimen Sales Contract
Exhibit F contains a summary of the pertinent provisions of the sales contract.
- Escrow Agreement dated February 27, 1993
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 the developer are not binding on the prospective buyer. Sales made by the developer may be binding on the developer unless the developer clearly states in the sales contract that sales are not binding. A prospective buyer who cancels the sales contract is entitled to a refund of all moneys paid, less any escrow cancellation fee up to \$250.00.

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

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. 2875 filed with the Real Estate Commission on May 18, 1993.

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

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

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.

JAMES KIMO SCOTT ASSOCIATES

Name of Developer

KIMC SCOTT, INC.

By: James Scott

Duly Authorized Signatory
General Partner

May 5, 1993
Date

JAMES SCOTT, PRESIDENT

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

EXHIBIT "A"

COMMON ELEMENTS. The common elements which the apartments have immediate access to include the following:

- a. The land in fee simple.
- b. All other parts of the Project existing for the common use or necessary to the existence, maintenance and safety of the Project.
- c. The right of access to Pupuole Street by each of the apartments through the existing concrete driveway and into the parking area for Apartments 1 through 10 inclusive as shown on the Condominium Map.

EXHIBIT "B"

LIMITED COMMON ELEMENTS

Certain parts of the common elements are hereby designated and set aside for the exclusive use of certain apartments and such apartments shall have appurtenant thereto the exclusive easements as described hereafter.

A. The following are designated limited common elements reserved for the exclusive use of and are appurtenant to Apartments 1 through 9 inclusive and shall be the limited common elements expense for Apartments 1 through 9 inclusive.

(1) The repair, maintenance and upkeep of Building 1 in the Project, including the structure, roof, walls, floors, and the electrical equipment, wiring and other utility services and the insurance for Building 1.

(2) The land area of 20,570 square feet beneath Building 1 as shown on the Condominium Map for Apartments 1 through 9 inclusive.

B. The following are designated limited common elements reserved for the exclusive use of and is appurtenant to Apartment 10 and shall be the limited common elements expense for Apartment 10.

(1) The repair, maintenance and upkeep of the wooden building and paved asphalt area of Apartment 10, including any utility services or underground or overhead utility services and equipment servicing that Apartment and the insurance for Apartment 10.

(2) The land area of 8,450 square feet which includes the land beneath the building and the asphalt paved area as shown as Apartment 10 on the Condominium Map.

EXHIBIT "C"

<u>Apartment No.</u>	<u>Square Footage</u>	<u>Percentage Interest</u>
1	2,221	7.8%
2	2,304	7.9%
3	2,304	7.9%
4	2,304	7.9%
5	2,304	7.9%
6	2,304	7.9%
7	2,304	7.9%
8	2,304	7.9%
9	2,221	7.8%
10	<u>8,450*</u>	<u>29.1%</u>
TOTAL	29,020	100.0%

* The percentage common interest for each apartment is determined by dividing the square footage for each apartment by the total square footage to arrive at the percentage common interest, except that Apartment 10 is computed on the basis of 8,450 square feet, the total area set aside for Apartment 10, even though the area of the present apartment is only 123 square feet. Apartment 10 is currently being used as a temporary site office.

EXHIBIT "D"

ENCUMBRANCES AGAINST TITLE

1. Any and all real property taxes that may be due and owing. Check with Tax Assessor, City and County of Honolulu.

Tax Key: (1) 9-4-049-029, area 57,559 square feet.

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

3. Designation of Easement "L" for sanitary sewer purpose as shown on File Plan No. 973.

4. Grant to the City and County of Honolulu dated April 10, 1967, recorded in the Bureau of Conveyances, State of Hawaii, in Book 6302, Page 439, granting an easement over said Easement "L".

5. Agreement dated September 8, 1992, by and between ARGA Enterprises, Inc., a Hawaii corporation, and Jas. W. Glover Holding Company, Ltd., a Hawaii corporation, in re Encroachment (wall) recorded in said Bureau as Document No. 92-150054.

6. Lease by and between Jas. W. Glover Holding Company, Ltd., a Hawaii corporation, as Lessor, and James Kimo Scott Associates, a Hawaii limited partnership, as Lessee, dated January 15, 1993, recorded April 16, 1993 in said Bureau as Document No. 93-060405, for a term of 55 years commencing October 1, 1992.

7. The terms and provisions, including the failure to comply with any covenants, conditions and reservations contained in Declaration of Condominium Property Regime dated January 24, 1993, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 93-060406, as the same may hereafter be amended in accordance with law or with said Declaration. (Project covered by Condominium Map No. 1847.)

8. The terms and provisions, including the failure to comply with any covenants, conditions and reservations contained in the By Laws of the Association of Apartment Owners of the Condominium Project known as "PUPUOLE CENTER" dated January 24, 1993, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 93-060407, as the case may be hereafter be amended.

EXHIBIT "E"

PUPUOLE CENTER

REGISTRATION NO. 2875

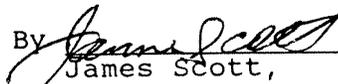
DISCLOSURE STATEMENT AS OF MAY 5, 1993

1. Name of Project: PUPUOLE CENTER
2. Address: 94-200 Pupuole Street, Waipahu, Hawaii 96797
3. Name of Developer: James Kimo Scott Associates
4. Address of Developer: 94-200 Pupuole Street, #1, Waipahu,
Hawaii 96797
5. Telephone Number: (808) 671-2886
6. Project Manager or Agent: James Scott
7. Address: 94-200 Pupuole Street, #1, Waipahu, Hawaii
96797
8. Maintenance Fees: The break down of the monthly and annual maintenance fees and estimated costs for such apartment is hereby certified to be based on generally accepted accounting principles as is more particularly set forth in Exhibit "A" attached hereto and made a part hereof.
9. Commencement of Maintenance Fees: At the time of the closing of 5 units in the Project.
10. Warranties: The Project is a leasehold condominium project. The warranty as to Building 1 in which Apartments 1 through 9 inclusive shall be for one year after Notice of Completion is filed with the Clerk of the First Circuit Court. There is no warranty as to Apartment 10.
11. Project: The Project consists of 10 condominium apartments to be utilized for limited industrial and other uses permitted under the zoning ordinances for the City and County of Honolulu.

DATED: Waipahu, Hawaii, May 5, 1993.

JAMES KIMO SCOTT ASSOCIATES,
a Hawaii registered Limited
Partnership by its General
Partner

KIMO SCOTT, INC.

By 
James Scott,
Its President

**PUPUOLE CENTER
BUDGET**

(Excluding Real Property Tax and Lease Rent)

GENERAL INCLUDING PARKING AREA

	<u>Monthly</u>	<u>Annual</u>
Accounting and Administration	\$ 75.00	\$ 900.00
Property Liability Insurance	200.00	2,400.00
Parking, Landscaping, janitorial	250.00	3,000.00
Security system	150.00	1,800.00
Utilities:		
Electricity	250.00	3,000.00
Property Management	320.00	3,840.00
Rubbish	189.00	2,268.00
Supplies	25.00	300.00
	\$1,459.00	\$17,508.00

Building 1

Fire and extended coverage insurance	\$ 300.00	\$ 3,600.00
Liability Insurance	75.00	900.00
Repairs and Maintenance	75.00	900.00
Water and Sewer	90.00	1,080.00
Other and Reserve	50.00	600.00
Property Management	780.00	9,360.00
Rubbish	461.00	5,532.00
	\$1,831.00	\$21,972.00

Unit 10

Liability Insurance	\$ 45.00	\$ 540.00
Water and Sewer	35.00	420.00
Other	25.00	300.00
	\$ 105.00	\$ 1,260.00

MAINTENANCE FEES

<u>Apartment No.</u>	<u>% Common Interest</u>	<u>General</u>	<u>Bldq. 1</u>	<u>Monthly</u>	<u>Annual</u>
1	7.8%	113.80	\$195.92	\$309.72	\$3,716.64
2	7.9%	115.26	\$205.60	\$320.86	\$3,850.32
3	7.9%	115.26	\$205.60	\$320.86	\$3,850.32
4	7.9%	115.26	\$205.60	\$320.86	\$3,850.32
5	7.9%	115.26	\$205.60	\$320.86	\$3,850.32
6	7.9%	115.26	\$205.60	\$320.86	\$3,850.32
7	7.9%	115.26	\$205.60	\$320.86	\$3,850.32
8	7.9%	115.26	\$205.60	\$320.86	\$3,850.32
9	7.8%	113.80	\$195.92	\$309.72	\$3,716.64
10	29.1%	424.57	-0-	\$529.57	\$6,354.83

NOTE: Calculation of Building 1 expenses is 10.7% for Apartments 1 and 9 and 11.23% for Apartments 2 through 8 inclusive.

The undersigned does hereby certify that the foregoing Budget and breakdown of maintenance fees for each apartment and the estimated monthly and annual disbursements area based upon the best judgment of data available at this time and the undersigned does not present that any of the results set forth herein will be obtained. The estimated monthly and annual disbursements are calculated upon generally accepted accounting principles.

DATED: Waipahu, Hawaii, May 5, 1993.

JAMES KIMO SCOTT ASSOCIATES, a
Hawaii Limited Partnership, by
Its General Partner

KIMO SCOTT, INC.

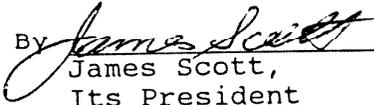
By  _____
James Scott,
Its President

EXHIBIT "F"

Summary of Sales Contract

The Sales Contract contains the price and other terms and conditions under which a purchaser will agree to buy an apartment in the Project. Among other things, the Sales Contract says:

- (a) A buyer must obtain his own financing.
- (b) The purchaser's money will be held in escrow under the terms of the Escrow Agreement.
- (c) The interest on deposit shall belong to the buyer provided it opens up an interest bearing account with the Escrow. Otherwise, the interest shall belong to the Seller.
- (d) The unit will be subject to various other legal documents which the buyer certifies that he has examined.
- (e) The purchaser must close the purchase at a certain date and pay closing costs, in addition to the purchase price.

The Sales Contract contains various other provisions with which the purchaser should become acquainted.

EXHIBIT "G"

SUMMARY OF ESCROW AGREEMENT

The Escrow Agreement sets up an arrangement under which the deposit which a purchaser makes under a Sales Contract will be held by a neutral party ("Escrow"). Under the Escrow Agreement these things will or may happen:

- (a) Escrow will let purchaser know when payments are due.
- (b) Escrow will arrange for purchaser to sign all necessary documents.
- (c) The Escrow Agreement says under what conditions a refund will be made to a purchaser.
- (d) The Escrow Agreement says what will happen to a purchaser's fund upon a default under the Sales Contract.
- (e) No disbursement of purchaser's funds shall be made from the escrow fund until the following requirements are met:

- (1) A Final Public Report has been issued by the Real Estate Commission and the purchaser has receipted for the same or thirty (30) days to receipt acknowledgment have expired.

- (2) Notice of Completion of the Project has been filed with the Clerk of the First Circuit Court.

- (3) Issuance of a Condominium Conveyance of the purchaser's apartment free and clear of any blanket financial encumbrances and mechanic's and/or materialmen's liens on the leasehold interest insured by a title insurance policy issued by Title Guaranty of Hawaii or the expiration of forty-five (45) days after the filing of the Notice of Completion with the Clerk of the First Circuit Court and the release from any blanket financial encumbrances and/or the subordination of the same to the Condominium Conveyance.

EXHIBIT "H"

**HOUSE AND BUILDING RULES
PUPUOLE CENTER**

The purpose of these House and Building Rules ("Rules") is to protect all owners and occupants from annoyance and nuisance caused by improper conduct and improper use of the **PUPUOLE CENTER**, hereinafter referred to as "Project", and to provide for the maximum enjoyment of the premises. All owners and occupants, their agents, employees and invitees shall be bound by these Rules and standards of reasonable conduct whether covered by these Rules or not.

1. Definitions. As used herein:

a. The "Apartment" refers to the cubical space for Apartments 1 through 9 inclusive in Building 1 of the Project. Apartment also refers to Unit 10 which includes the office building and the limited common element land area of 8,450 square feet.

b. The "Project" refers to the leasehold land area of Lot A-1 of the Waipahu Industrial Park as shown on File Plan No. 973, containing 57,559 square feet, more or less, and the 10 condominium units shown on the Condominium Map.

c. The "Board of Directors" refers to the Board of Directors of the Association of Apartment Owners of Pupuole Center.

2. Building Permit. The requirements of the Building Code and zoning ordinances will have to be complied with in order to construct any improvements within the apartment by an Owner. In addition, the following to be observed:

a. Apartments 1 through 9 inclusive or mezzanine of up to 40% of the ground floor area space. If an owner desires to air condition any of its space or change any opening including doors and/or windows that will affect the perimeter walls of the Apartment, then such openings and the design of the same shall be approved by the Board of Directors or a Design Committee of one or more members appointed by the Board.

b. Apartment 10. The owner thereof may proceed to remove the office structure and construct a unit over the entire limited common element land area for the apartment.

c. All of the above costs and expenses shall be paid for by the apartment owner seeking to do the improvement and the cost of amending the condominium document including the Certificate by the Architect or Engineer.

3. Garbage, Trash, Utilities and Insurance.

a. Garbage and Trash. Each unit shall place his own garbage, trash and rubbish in covered receptacles or in plastic or fastened bags. Each owner shall exercise reasonable care to avoid exposure of waste materials to flies, roaches, rodents and other insects or materials.

b. Utilities. Each owner to pay for the electricity, gas, or other power within his own apartment.

c. Insurance. Each owner is to maintain contents insurance and public liability insurance for his own apartment and add the Association as an additional assured for the liability insurance.

4. General Appearance.

a. Storage. No open storage of materials, furniture, fixtures, appliances and other goods will be permitted outside of the apartment except in the rear area of Apartments 1 through 9 inclusive. Each such owner will be allowed to use the same width of their unit to the rear concrete wall. Apartment 10 may store motor vehicles, equipment and materials within the apartment area including the limited common element land area of Apartment 10.

b. Usage of Area in Front of the Apartment. Each owner of an apartment shall be responsible for keeping the respective entry for its apartment free and clear of vehicles and containers. An owner can use the depth of 11 feet within the front of its apartment for temporary use for vehicles and containers.

c. Appearance and Sanitation. Each owner shall keep the area surrounding its apartment in a neat and sanitary condition. If the Board of Directors finds that an owner abuses the privilege of usage of area in front of and to the rear of the apartment the Board can cause a third party to clean up the condition and charge the cost of the same to the apartment owner abusing the privilege.

5. Parking Stalls.

a. Assignment. The parking stalls shall be initially assigned by the Declarant and subsequently by the Board of Directors on the basis of 2 stalls each for Apartments 1 through 9 inclusive and 7 stalls for Apartment 10 as set forth in Exhibit "1" attached hereto.

b. Customer Stalls. The parking stalls not assigned shall be used as customer stalls for use by customers of the apartment owners.

c. Change of Assignment. The Board of Directors can cause the change of assignment of stalls where usage, temporary construction and other good reason dictates the change.

6. Construction. The following shall be observed to secure the Association's approval to obtain the building permit, the construction of the improvements and the amendment of the Declaration of Condominium Property Regime.

a. The owner shall have plans for the improvements prepared by a licensed architect or engineer and submitted to the Board of Directors for its approval. The submission shall state the name of the contractor and the method by which the improvements will be financed.

b. The plans shall conform to the Building Code of the City and County of Honolulu.

c. The floor area ratio (FAR) requirements shall be observed and no owner shall exceed such ratio where it will exceed its ratio under its common interest in the Project.

d. After approval by the Board of Directors, the plans are to be submitted to the City and County of Honolulu for the issuance of the building permit.

e. The owner should provide a construction contract and a 100% bond against mechanic's and materialmen's lien or have funds sufficient to pay for the improvements that is proposed to be built exceeds the total sum of \$25,000.00.

f. Upon the completion of the dwelling a Notice of Completion shall be published in a newspaper of general circulation for two (2) successive weeks at least seven (7) days apart and the Notice of Completion filed with the Clerk of the First Circuit Court.

g. The plans as drawn should meet the requirements of a Condominium Map. It should reflect the floor plan and elevations and the dimensions of the improvements. The plans should have the architect's or engineer's stamp on the plan.

h. An architect or engineer's certificate should be executed reflecting the "as built" condition of the dwelling.

i. The owner should have prepared at his own cost the amendment to the Declaration reflecting the change in description of the apartment and the amendment to the Condominium Map.

j. The amendment to the Declaration should then be filed for record in the Registrar of Conveyances, State of Hawaii.

7. Observance of Building and House Rules.

a. Observance of Rules. Apartment owners shall observe and adhere to these Rules and ensure that their lessees, licensees, and invitees observe and adhere to these Rules. Apartment owners will be responsible for their customers' observance of all Rules as set forth therein. In the event expenses are incurred due to violations of Rules by lessees, licensees and invitees, the Owner shall be responsible for payment of same.

b. Violation of Rules. The violation of these Rules, the Declaration and By Laws of the Project shall give the Board of Directors or its agent the right to:

(1) Enter the apartment in which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting apartment owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board of Directors or the Managing Agent shall not thereby be deemed guilty in any manner of trespass; or

(2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, and all costs thereof, including attorneys' fees, shall be borne by the defaulting apartment owner.

Adopted at Waipahu, Hawaii, this 27th day of
February, 1993.

ASSOCIATION OF APARTMENT
OWNERS OF PUPUOLE CENTER

By JAMES KIMO SCOTT
ASSOCIATES, Its
General Partner

By KIMO SCOTT, INC.

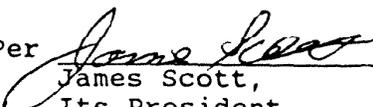
Per 
James Scott,
Its President

EXHIBIT "1"
PUPUOLE CENTER
PARKING STALL ASSIGNMENTS

<u>Unit No.</u>	<u>Parking Stalls</u>
1	28 and 29
2	30 and 31
3	32 and 33
4	34 and 35
5	36 and 37
6	38 and 39
7	40C and 41C
8	42 and 43
9	44C and 27
10	11, 12, 13C, 14C 15, 16 and 17

NOTE: "C" after the stall number signifies compact stall.
"26" is a Handicap Stall.

EXHIBIT "I"

LEASE RENT, RENEGOTIATION
AND SURRENDER CLAUSES

FIXED RENT SCHEDULE PER MONTH

Unit Nos.	4 Years + <u>1993/1997</u>	5 Years <u>1997/2002</u>	5 Years <u>2002/2007</u>	5 Years <u>2007/2012</u>	5 Years <u>2012/2017</u>
1 & 9	\$1,142.22	\$1,427.71	\$1,808.38	\$2,246.74	\$2,807.81
2 - 8	\$1,156.87	\$1,446.02	\$1,831.56	\$2,265.42	\$2,843.81
10	\$4,261.38	\$5,326.49	\$6,746.64	\$8,344.77	\$10,475.30

FIXED RENT SCHEDULE PER YEAR

Unit Nos.	4 Years + <u>1992/1997</u>	5 Years <u>1997/2002</u>	5 Years <u>2002/2007</u>	5 Years <u>2007/2012</u>	5 Years <u>2012/2017</u>
1 & 9	\$13,706.64	\$17,132.52	\$21,700.56	\$26,960.88	\$33,693.72
2 - 8	\$13,882.44	\$17,352.24	\$21,978.72	\$27,185.04	\$34,125.72
10	\$51,136.56	\$63,917.88	\$80,959.68	\$100,137.24	\$125,703.60

RENT RENEGOTIATION PERIODS

During each of the 5-year periods described as follows:

- (1) October 1, 2017 to September 30, 2022
- (2) October 1, 2022 to September 30, 2027
- (3) October 1, 2027 to September 30, 2032
- (4) October 1, 2032 to September 30, 2037
- (5) October 1, 2037 to September 30, 2042
- (6) October 1, 2042 to September 30, 2047

CALCULATION OF RENT

The calculation of the rent shall be by written agreement or by appraisal as hereinafter set forth and with an addition of 6%

of the rental to be paid to the Developer James Kimo Scott Associates, who is the guarantor of the lease rent, to the ground lessor of the land, the Jas W. Glover Holding Company, Ltd. The rental to be determined as follows:

(1) The annual rent to be determined by written agreement between Lessor and Association for each of the 6 successive five years for the remaining 30 years of the term. If agreement is not reached, 90 days before the commencement of each period, then the rent shall be equal to the product of (1) a rate of return comprising the highest of (a) eight percent (8%) per annum, or (b) the then prevailing rate of return as charged under then new leases of comparable real property in the county in which the demised land is located, and (2) the then fair market value of the demised land, which value shall be based on the highest and best use of said land which shall be permitted by the zoning or classification then in effect, exclusive of any buildings thereon and free and clear of all encumbrances, including but not limited to this lease and all subleases and tenancies hereunder but excluding encumbrances existing at the commencement of said term, which rate of return and fair market value shall be determined by appraisal as hereinafter provided but in no event shall the net rent as so determined be less than one hundred twenty-five percent (125%) of the net rent for the last lease year preceding such period.

(2) The determination by appraisal by three (3) impartial real estate appraisers, one selected by each party and the third appraiser selected by the first two (2) appraisers.

LAND EXCLUSIVE OF BUILDING

The land that is leased shall be valued on the highest and best use permitted under the zoning ordinance or classification then in effect exclusive of any buildings thereon and free and clear of all encumbrances.

SURRENDER UPON TERMINATION

At the end of the term, Lessee will peaceably deliver possession of the land and improvements thereon, by whomsoever made, in good repair, order and condition. Lessee, if not in default, may remove any trade fixture and repair any damage caused by such removal.