CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:
Developer: KAI LANI COMPANY, LLC
Address: 80 Sand Island Access Road, Suite 209, Honolulu, Hawaii 96819
Project Name (*): KAI LANI
Address: Aliinui Drive, Ko Olina, Honolulu, Hawaii

Registration No. 4728

Effective date: October 28, 2002
Expiration date: November 28, 2003

Preparation of this Report:

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

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

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

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

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

Type of Report:

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

__ **CONTINGENT FINAL: (green)** The developer has legally created a condominium and has filed information with the Commission for this report which EXPIRES NINE (9) MONTHS after the above effective date. Contingent Final public reports may not be extended or renewed.
[ ] No prior reports have been issued.
[ ] This report supersedes all prior public reports.

_X_ **FINAL: (white)** The developer has legally created a condominium and has filed complete information with the Commission.
[ ] No prior reports have been issued.
[X] 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

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

FORM: RECO-30 1297 / 0298 /0800

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[X] Required and attached to this report as Exhibit H. [ ] 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.

[X] Changes made are as follows:

1. The Developer has submitted to the Real Estate Commission the following:

   a. A copy of the building permits for each building in the Project.

   b. A copy of the executed construction contract.

   c. A copy of the performance bond.

2. The Developer obtained an updated title report dated August 19, 2002, issued by Island Title Corporation. Pursuant to the updated title report, the following encumbrance was deleted from Exhibit G of this Public Report:

   a. Easement in favor of Hawaiian Electric Company, Inc., a Hawaii corporation, dated March 14, 1996, filed as Document No. 2334946, over Easement "1879".

Pursuant to the updated title report, the following encumbrances were added to Exhibit G of this Public Report:

   a. Second Amendment to Ko Olina Declaration of Conditions, Covenants and Restrictions; Consent filed as Document No. 2829644.

   b. Easement in favor of Hawaiian Electric Company, Inc., a Hawaii corporation, and Verizon Hawaii Inc., a Hawaii corporation, dated May 17, 2002, filed as Document No. 2818308, for utility purposes. Consent thereto by First Hawaiian Bank, a Hawaii corporation, and A & B Properties, Inc., a Hawaii corporation, filed as Document No. 2818309.

3. As required by the Department of Planning and Permitting of the City and County of Honolulu, the Developer plans to execute and file, and reserves the right to execute and file, in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, a private park declaration.

4. The form of the specimen Apartment Deed has been revised since the issuance of the Supplementary Public Report.

NOTE: ALL BUYERS AND PROSPECTIVE BUYERS SHOULD READ THIS REPORT, THE DECLARATION OF CONDOMINIUM PROPERTY REGIME, THE BY-LAWS, THE RULES AND REGULATIONS, THE SALES AGREEMENT, THE SPECIMEN APARTMENT DEED AND THE OTHER CONDOMINIUM DOCUMENTS IN FULL AS THIS SUMMARY OF CHANGES IS NOT ALL-INCLUSIVE AND DOES NOT CONTAIN A COMPLETE DESCRIPTION OF ALL OF THE CHANGES THAT WERE MADE SINCE THE ISSUANCE OF THE EFFECTIVE DATES OF THE CONTINGENT FINAL PUBLIC REPORT OR SUPPLEMENTARY PUBLIC REPORT.

SPECIAL ATTENTION

This public report does not constitute approval of the Project by the Real Estate Commission, or any other government agency, nor does it ensure that all applicable County codes, ordinances and subdivision requirements have been complied with.

Facilities and improvements normally associated with County approved subdivisions, such as fire protection devices, County street lighting, electricity, upgraded water facilities, improved access for owner and emergency traffic, drainage facilities, etc., may not necessarily be provided for, and services such as County street maintenance and trash collection will not be available for interior roads and driveways.

THE PROSPECTIVE PURCHASER IS CAUTIONED TO CAREFULLY REVIEW THE CONDOMINIUM DOCUMENTS REFERENCED IN THIS PUBLIC REPORT FOR FURTHER INFORMATION WITH REGARD TO THE FOREGOING.

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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: Kai Lani Company, LLC
Name*
80 Sand Island Access Road, Suite 209
Business Address
Honolulu, Hawaii 96819
Phone: (808) 848-2484 (Business)

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

Armstrong Kai Lani Corporation – Member
A & B Properties, Inc. - Member

Real Estate Broker*: Armstrong Properties, Ltd.
Name
80 Sand Island Access Road, Suite 209
Business Address
Honolulu, Hawaii 96819
Phone: (808) 848-2484 (Business)

Escrow: Island Title Corporation
Name
1132 Bishop Street, Suite 400
Business Address
Honolulu, Hawaii 96813
Phone: (808) 526-9171 (Business)

General Contractor*: Armstrong Builders, Ltd.
Name
80 Sand Island Access Road, Suite 209
Business Address
Honolulu, Hawaii 96819
Phone: (808) 848-2484 (Business)

Condominium Managing Agent*: Metropolitan Management, Inc.
Name
55 Merchant Street, Suite 2000
Business Address
Honolulu, Hawaii 96813
Phone: (808) 536-3511 (Business)

Attorney for Developer: Goodsill Anderson Quinn & Stifel
(Gail O. Ayabe)
Name
1099 Alakea Street, 18th Floor
Business Address
Honolulu, Hawaii 96813
Phone: (808) 547-5600 (Business)

* For Entities: Name of corporation, partnership, Limited Liability Partnership (LLP), Limited Liability Company (LLC)

II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS

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

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

The Declaration for this condominium is:

[ ] Proposed
[ ] Recorded - Bureau of Conveyances: Document No. _____
Book _____ Page _____
[X] Filed - Land Court: Document No. 2771596

The Declaration referred to above has been amended by the following instruments [state name of document, date and recording/filing information]:

First Amendment to Declaration of Condominium Property Regime dated March 8, 2002, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2786142.

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. _____
[X] Filed - Land Court Condo Map No. 1454

The Condominium Map has been amended by the following instruments [state name of document, date and recording/filing information]:

First Amendment to Declaration of Condominium Property Regime dated March 8, 2002, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2786142.

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

The Bylaws for this condominium are:

[ ] Proposed
[ ] Recorded - Bureau of Conveyances: Document No. _____
Book _____ Page _____
[X] Filed - Land Court: Document No. 2771597

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 [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	**The Developer's written consent also is required to amend any provision that gives the Developer any right or authority
Declaration (and Condo Map)	75%*	75%	
Bylaws	65%	65%	
House Rules	--	Majority of the Board of Directors	

* 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:

The Developer may amend the Declaration, By-Laws and Condominium Map (a) at any time prior to the recording of the first apartment conveyance to a party not signatory to the Declaration; (b) to make any amendments required by law, by the Real Estate Commission of the State of Hawaii, by any title insurer issuing title insurance on the Project or any of the apartments, by any institutional lender lending funds on the security of the Project or any of the apartments, by any purchaser, insurer or guarantor of loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to purchase, insure or guarantee a loan made on the security of the Project or any of the apartments, or by any governmental agency; (c) to file the "as built" verified statement required by Section 514A-12, HRS; (d) to reflect alterations of the Project which the Developer is permitted to make pursuant to Paragraph 3 of Section R of the Declaration; (e) to reflect alterations of the Project which the Developer is permitted to make pursuant to Paragraph 4 of Section R of the Declaration, (f) to change the designation of parking stalls which are appurtenant to apartments owned by the Developer.

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 Sub-leasehold: Individual apartments and the common elements, which include the underlying land will be leasehold.

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

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

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

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

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

For Sub-leaseholds:

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

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

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

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

Exhibit _____ 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: Aliinui Drive, Ko Olina, Honolulu, Hawaii Tax Map Key (TMK): 9-1-56-2(1)

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

Land Area: 10.934 [ ] square feet [X] acre(s) Zoning: A-1

Fee Owner: Kai Lani Company, LLC
Name

80 Sand Island Access Road, Suite 209
Address

Honolulu, Hawaii 96819

Lessor: Not Applicable
Name

Address

C. **Buildings and Other Improvements:**

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

2. Number of Buildings: 29 residential buildings* Floors Per Building 2

   [ ] Exhibit _____ contains further explanations.

   *The Project also will contain 30 one-floor garage buildings.

3. Principal Construction Material:

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

   [X] Other steel, gypsum board, glass and other allied construction materials.

4. Uses Permitted by Zoning:

	No. of Apts.	Use Permitted By Zoning	
[X] Residential	116	[X] Yes	[ ] No
[ ] Commercial		[ ] Yes	[ ] No
[ ] Mix Res/Comm		[ ] Yes	[ ] No
[ ] Hotel		[ ] Yes	[ ] No
[ ] Timeshare		[ ] Yes	[ ] No
[ ] Ohana		[ ] Yes	[ ] No
[ ] Industrial		[ ] Yes	[ ] No
[ ] Agricultural		[ ] Yes	[ ] No
[ ] Recreational		[ ] 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, dogs, cats, birds or other animals or pets whatsoever shall be allowed or kept in any apartment or any other part of the Project, except that dogs, cats, fish, tropical birds and other household pets (as determined by the Board) in reasonable number and size as determined by the Board (but not to exceed a total of two (2) such animals (except for aquarium fish) per apartment) may be kept in the apartment.

[ ] Number of Occupants: _____

[X] Other: Residential use only.

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 2 in each residential building Trash Chutes: 0

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	(Identify)
See Exhibit A					

Total Number of Apartments: 116

***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:

SEE EXHIBIT B

Permitted Alterations to Apartments:

SEE EXHIBIT C

Apartments Designated for Owner-Occupants Only:
Fifty percent (50%) of **residential** apartments must be so designated; developer has a right to substitute similar apartments for those apartments already designated. Developer must provide this information either in a published announcement or advertisement as required by section 514A-102, HRS; or include the information here in this public report and in the announcement. Developer has elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: 252

	Regular		Compact		Tandem		TOTAL
	Covered	Open	Covered	Open	Covered	Open	
Assigned (for each unit)	116*	116					232
Guest		19					19
Unassigned							0
Extra for Purchase							0
Other: loading stall		1					1
Total Covered & Open:	252		0		0		252

*Each apartment shall include a one-car garage.

Each apartment will have the exclusive use of at least 1 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.

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

8. Recreational and Other Common Facilities:

[ ] There are no recreational or common facilities.

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

[ ] Laundry Area [ ] Tennis Court [ ] Trash Chute/Enclosure(s)

[X] Other: Restroom/gazebo; office/storage building.

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

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

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

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations (For conversions of residential apartments in existence for at least five years): Not Applicable.

11. Conformance to Present Zoning Code

a. [X] 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.

	Conforming	Non-Conforming	Illegal
Uses	X		
Structures	X		
Lot	X		

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 D.

[ ] 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:

[X] described in Exhibit E/F.

[ ] 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:

[X] described in Exhibit F.

[ ] 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 G describes the encumbrances against the title contained in the title report dated August 19, 2002, 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 lien(s) of Developer's lender(s)	Buyer's interest is specifically made subject and subordinate to such liens. If Developer defaults or the liens are foreclosed prior to conveyance, either the buyer will obtain title to buyer's apartment upon payment under buyer's sales contract and performance of buyer's other obligations under buyer's sales contract or the buyer will receive a full refund of buyer's deposits.

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:

   SEE SECTION 3 OF EXHIBIT H (DISCLOSURE ABSTRACT)

2. Appliances:

   SEE SECTION 3 OF EXHIBIT H (DISCLOSURE ABSTRACT)

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

It is estimated that construction of the Project, which commenced in October 2001, will be completed in or before December 2005.

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:

[X] not affiliated with the Developer
[ ] self-managed by the Association of Apartment Owners
[ ] the Developer or 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, a lien may be placed on your apartment and the apartment may be sold through a foreclosure proceeding.

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

(Disclosure Abstract)
Exhibit H/ 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 [X] Electricity (X Common Elements only ____ Common Elements & Apartments)

[ ] Gas (____ Common Elements only ____ Common Elements & Apartments)

[X] Water [X] Sewer [X] Television Cable*

[X] Other Telephone (common elements only); refuse collection

*Common elements only

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

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

[X] Escrow Agreement dated __August 31, 2001__
Exhibit __J__ contains a summary of the pertinent provisions of the escrow agreement.

[ ] Other _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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. 4728 filed with the Real Estate Commission on September 7, 2001.

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

[ ] YELLOW paper stock [X] WHITE paper stock [ ] PINK paper stock [ ] GREEN paper stock

C. **Additional Information Not Covered Above**

1. KO OLINA COVENANTS. The Declaration of Condominium Property Regime provides that all present and future apartment owners, tenants and occupants of apartments shall be bound by and subject to the provisions of that certain Declaration of Covenants for the Ko Olina Community Association dated December 1, 1986, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1419773, as supplemented, amended and restated from time to time (the "Ko Olina Covenants"). The Ko Olina Covenants provide, among other things, that: (a) every owner shall be deemed to have a membership in the Ko Olina Community Association and shall pay assessments to the Ko Olina Community Association, as set forth in the Ko Olina Covenants; and (b) approval be obtained prior to making certain alterations within the Project.

2. MAINTENANCE AND REPAIR OF APARTMENTS AND COMMON ELEMENTS. The By-Laws provide that every apartment owner shall at his own expense at all times well and substantially repair, maintain, amend and keep his apartment (including the garage), including without limitation all doors, sliding glass doors (if any), windows, window fixtures, and all internal installations within the apartment (including the garage) such as water, power, electricity, gas (if any), telephone, sanitation, sewage, lights, lamps, and all other fixtures, appliances, and accessories belonging to such apartment (including the garage), if any, and the interior walls and partitions and the interior decorated or finished surfaces of all walls, partitions, floors, and ceilings of such apartment (including the garage), if any, together with the Air Conditioning System, but not including the lanai, with all necessary reparations and amendments whatsoever in good order and condition, except as otherwise provided by law or the Declaration, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work diligently, and in case of such failure after reasonable notice to perform shall reimburse to the Association promptly on demand all expenses incurred by it in performing any such work authorized by the Board of Directors or the Managing Agent.

Except as hereinabove expressly provided to the contrary, all maintenance, repairs and replacements to the common elements and the limited common elements, whether located inside or outside of the apartments, and the lanais, shall be made by the Board and be charged to all the owners as a common expense or a limited common expense; provided, however, that any such maintenance, repair or replacement of the lanais or the yard areas shall be charged to all the owners as a common expense; provided, further, however, that any such maintenance, repair or replacement necessitated by the negligence, misuse or neglect of an apartment owner or occupant or any person under either of them, shall be charged to such apartment owner or the apartment owner of the apartment of such occupant, as a special assessment constituting a lien against his interest in his apartment which may be foreclosed by the Board or Managing Agent in the same manner as provided in the Condominium Property Act for unpaid common expenses.

3. NO RENTAL POOL. No rental pools are available or being offered by the Developer in connection with this Project.

4. NON-POTABLE WATER. The Ko Olina Resort Design Guidelines, contained in the Ko Olina Covenants, require that all landscape irrigation systems outside of buildings must be connected to the municipal non-potable water system. Non-potable water should not be consumed by people or animals.

5. PRIVATE PARK DECLARATION. As required by the Department of Planning and Permitting of the City and County of Honolulu, the Developer plans to execute and file, and reserves the right to execute and file, in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, a private park declaration.

D. The developer declares subject to the penalties set forth in section 514A-49(b) that this project is in compliance with all county zoning and building ordinances and codes, and all other county permitting requirements applicable to the project, pursuant to Act 251 (SLH 2000) [Section 514A-] (The developer is required to make this declaration for issuance of an effective date for a final public report.)

E. 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.

KAI LANI COMPANY, LLC,
a Hawaii limited liability company
Printed Name of Developer

By Armstrong Kai Lani Corporation,
a Hawaii corporation,
Its Member

By: _____ 9-13-02
Duly Authorized Signatory* Date

Robert H. Armstrong, President
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

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

CONDOMINIUM PUBLIC REPORT ON
KAI LANI

EXHIBIT A

APARTMENT DESCRIPTION

Apt. Type	No. of Apts.	Bedroom/ Bath	Approx. Net Living Floor Area in Sq. Ft.	Approx. Net Garage Floor Area in Sq. Ft.	Approx. Net Lanai Floor Area in Sq. Ft.
1	29	3/2	1,320	190**	110
1R	29	3/2	1,320	190	110
2	29	2/2	1,244	190	78
2R	29	2/2	1,244	190	78

Total Apartments: 116

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

**The approximate net garage floor area in square feet for each of the garages located within Apartment Nos. 9B and 18B is 319 square feet.

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

CONDOMINIUM PUBLIC REPORT ON
KAI LANI

EXHIBIT B

BOUNDARIES OF EACH APARTMENT

Each apartment consists of the spaces within the perimeter walls, floors and ceilings of the respective apartment as shown on the Condominium Map. The respective apartments, including the garages, shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls or partitions, the foundations, columns, girders, beams, floor slabs, footings, supports, roofs and ceilings located within or at the perimeter of or surrounding such apartment, including the garage, any pipes, wires, vents, shafts, ducts, conduits or other utility or service lines or enclosed spaces for wiring, pipes or air exhaust running through or otherwise located within such apartment, including the garage, which are utilized for or serve more than one apartment, all of which are deemed common elements as hereinafter provided. Each apartment, including the garage, shall be deemed to include all of the walls and partitions which are not load-bearing and which are within its perimeter walls; the inner decorated or finished surfaces of all walls, floors, roofs and ceilings; all windows, window frames, louvers (if any), shutters, doors and door frames along the perimeter of the apartment, including the garage; the lanai as shown on the Condominium Map; and all of the fixtures and appliances originally installed therein (including the air conditioning system and all appurtenances thereto which shall include the ducts, pipes and condenser, whether located within the building or outside of the building in which the apartment is located).

CONDOMINIUM PUBLIC REPORT ON
KAI LANI

EXHIBIT C

PERMITTED ALTERATIONS TO APARTMENTS

Except as otherwise provided in the Declaration or in the By-Laws, restoration, repair or replacement of the Project or of any building or other facility or construction of any additional building or structural alteration or addition to any structure, different in any material respect from said Condominium Map of the Project, shall be undertaken by the Association or any apartment owners only pursuant to an amendment of the Declaration, duly executed by or pursuant to the affirmative vote of seventy-five percent (75%) of the apartment owners and accompanied by the written consent of the holders of all liens affecting any of the apartments, and in accordance with all of the requirements of Paragraph 6 of Section I of the Declaration, and promptly upon completion of such restoration, replacement or construction, the Association shall duly file of record such amendment, together with a complete set of floor plans of the Project as so altered, certified as built by a registered architect or professional engineer; PROVIDED, HOWEVER, that notwithstanding any other provision in the Declaration to the contrary, the owner of an apartment may make any alterations or additions within an apartment, and the owner of any two adjoining apartments may alter or remove all or portions of the intervening walls and/or ceilings, at such owner's expense, if such alterations or additions are not visible from the exterior of the apartments and if the structural integrity of the building is not thereby affected. The alterations or additions permitted by the immediately preceding proviso shall require only the written approval thereof, including approval of the apartment owner's plans therefor, by the holders of first mortgage liens affecting such apartment (if the lien holders require such approval), by the appropriate agencies of the State of Hawaii and the City and County of Honolulu if such agencies so require, by the Board of Directors of the Association (which approval shall not be unreasonably or arbitrarily withheld or delayed), and by all other apartment owners thereby directly affected (as determined in a reasonable manner by the Board of Directors of the Association), and such alterations or additions may be undertaken without an amendment to the Declaration or filing of a complete set of floor plans of the Project as so altered. Prior to the termination of the common ownership of any two adjoining apartments, if the intervening walls and/or ceilings shall have been altered or removed pursuant to the foregoing provision and any entrances sealed, the owners of such apartment shall restore such intervening walls, ceilings and entrances to substantially the same condition in which they existed prior to such alteration or removal.

Notwithstanding any other provision in the Declaration to the contrary, prior to (a) the time that all apartments in the Project have been sold and recorded and (b) the filing by the Developer of the "as-built" verified statement (with plans, if applicable) required by Section 514A-12 of said Condominium Property Act, the Developer shall have the right to make alterations in the Project (and to amend the Declaration, the By-Laws and the Condominium Map accordingly) without the approval, consent or joinder of any apartment owner, which change the configuration of, alter the number of rooms of, decrease or increase the size of, or change the location of any apartment (and the limited common elements appurtenant thereto) in the Project which is not sold and recorded; or to make other alterations in the Project (and to amend the Declaration, the By-Laws and the Condominium Map accordingly) without the approval, consent or joinder of any apartment owner, which make minor changes in any apartment in the Project or the common elements which do not affect the physical location, design or size of any apartment which has been sold and recorded, including, without limitation, changes to the metes and bounds or dimensions of the limited common elements; PROVIDED, HOWEVER, that any such changes shall be reflected in an amendment to the Declaration as provided in Paragraph 3 of Section T of the Declaration. As used herein the term "sold and recorded" shall mean and refer to the sale of apartments in the Project and the filing in the Office of the Assistant Registrar of the Land Court of the State of Hawaii of apartment conveyances transferring interests in the apartments from the Developer to parties not signatory to the Declaration.

The apartments in the Project will be offered to initial purchasers with certain optional floor plans, which may include, without limitation, the alteration or removal of all or portions of the intervening walls and/or ceilings between apartments. Notwithstanding any other provision in the Declaration to the contrary, prior to the time that all apartments in the Project have been sold and recorded and construction of all of the apartments in the Project has been completed by the Developer, the Developer shall have the right to make alterations in the Project (and to amend the Declaration, the By-Laws and the Condominium Map accordingly) without the approval, consent or joinder of any apartment owner, to construct or modify each apartment in accordance with optional floor plans; PROVIDED, HOWEVER, that any such changes shall be reflected in an amendment to the Declaration as provided in Paragraph 4 of Section T of the Declaration. As used herein the term "sold and recorded" shall mean and refer to the sale of apartments in the Project and the filing in the Office of the Assistant Registrar of the Land Court of the State of Hawaii of apartment conveyances transferring interests in the apartments from the Developer to parties not signatory to the Declaration.

Notwithstanding any other provision in the Declaration to the contrary, prior to the time that all apartments in the Project have been sold and recorded and construction of all of the apartments in the Project has been completed by the Developer,

the Developer shall have the right to make alterations in the Project (and to amend the Declaration, the By-Laws and the Condominium Map accordingly) without the approval, consent or joinder of any apartment owner, which consist of changing the apartment type of any of the apartments in the Project; PROVIDED, HOWEVER, that any such changes shall be reflected in an amendment to the Declaration as provided in Paragraph 5 of Section T of the Declaration. As used herein the term "sold and recorded" shall mean and refer to the sale of apartments in the Project and the filing in the Office of the Assistant Registrar of the Land Court of the State of Hawaii of apartment conveyances transferring interests in the apartments from the Developer to parties not signatory to the Declaration.

CONDOMINIUM PUBLIC REPORT ON
KAI LANI

EXHIBIT D

COMMON ELEMENTS

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

(a) The Land in fee simple;

(b) All foundations, columns, girders, beams, footings, floor slabs, supports, unfinished perimeter, party and load-bearing walls and partitions, roofs, walkways, entrances, entryways and exits of all residential apartment buildings and all garage buildings of the Project;

(c) All walkways, roadways, sidewalks (if any), perimeter walls (if any), retaining walls (if any), fences (if any), gates (if any), yard areas, driveways, parking areas, loading zones, yards, grounds, landscaping, trash enclosures (if any) and mailboxes;

(d) All pipes, cables, conduits, ducts, sewer lines, sewage treatment equipment and facilities (if any), electrical equipment, electrical rooms (if any), 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 (if any), sewer, water, telephone and television signal distribution (if any);

(e) The one hundred thirty-six (136) regular size, uncovered parking stalls [nineteen (19) of which are guest parking stalls and one (1) of which is a loading stall], located in the parking areas of the Project, all as shown on the Condominium Map;

(f) The swimming pool and restroom/gazebo;

(g) The office/storage building;

(h) Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance and safety, or normally in common use;

(i) The limited common elements described in Exhibit E attached hereto.

CONDOMINIUM PUBLIC REPORT ON
KAI LANI

EXHIBIT E

LIMITED COMMON ELEMENTS

(a) Each of the parking stalls, other than the parking stalls designated on the Condominium Map as guest parking stalls or a loading stall, shall be a limited common element appurtenant to and reserved for the exclusive use of the apartment to which it is assigned, as set forth in Exhibit F attached hereto;

(b) Each of the yard areas within the Project, designated on the Condominium Map as Yard Areas Y1 to Y58, inclusive, shall be a limited common element appurtenant to and reserved for the exclusive use of the apartment to which it is assigned, as set forth in Exhibit F attached hereto; provided, however, that any walkways located within any portion of the yard areas shall be common elements for the use of all apartments within the Project;

(c) Any walkway, stairway, entrance, exit, or steps which would normally be used only for the purposes of ingress to and egress from a specific apartment or apartments shall be a limited common element appurtenant to and reserved for the exclusive use of such apartment or apartments;

(d) Any mailbox assigned to an apartment by the Developer or the Association of Apartment Owners of the Project shall be a limited common element appurtenant to and reserved for the exclusive use of such apartment.

CONDOMINIUM PUBLIC REPORT ON
KAI LANI

EXHIBIT F

COMMON INTERESTS AND LIMITED COMMON ELEMENTS

Apt No.	Apt. Type	Bldg. No.	Garage Bldg. No.	Parking Stall No.	Yard Area No.	Common Interest
1A	2	1	G1	6	--	.83651%
1B	1	1	G1	5	Y1	.88762%
1C	2R	1	G1	8	--	.83652%
1D	1R	1	G1	7	Y2	.88762%
2A	2	2	G2	12	--	.83651%
2B	1	2	G2	11	Y3	.88762%
2C	2R	2	G3	9	--	.83652%
2D	1R	2	G3	10	Y4	.88762%
3A	2	3	G4	3	--	.83651%
3B	1	3	G4	4	Y5	.88762%
3C	2R	3	G4	13	--	.83652%
3D	1R	3	G4	14	Y6	.88762%
4A	2	4	G5	17	--	.83651%
4B	1	4	G5	16	Y7	.88762%
4C	2R	4	G5	18	--	.83652%
4D	1R	4	G5	19	Y8	.88762%
5A	2	5	G6	23	--	.83651%
5B	1	5	G6	21	Y9	.88762%
5C	2R	5	G6	24	--	.83652%
5D	1R	5	G6	22	Y10	.88762%
6A	2	6	G7	20	--	.83651%
6B	1	6	G7	25	Y11	.88762%
6C	2R	6	G7	28	--	.83652%
6D	1R	6	G7	26	Y12	.88762%
7A	2	7	G8	29	--	.83651%
7B	1	7	G8	27	Y13	.88762%
7C	2R	7	G8	31	--	.83652%
7D	1R	7	G8	32	Y14	.88762%

Apt No.	Apt. Type	Bldg. No.	Garage Bldg. No.	Parking Stall No.	Yard Area No.	Common Interest
8A	2	8	G9	34	--	.83651%
8B	1	8	G9	33	Y15	.88762%
8C	2R	8	G9	36	--	.83652%
8D	1R	8	G9	35	Y16	.88762%
9A	2	9	G10	37	--	.83651%
9B	1	9	G10	38	Y17	.88762%
9C	2R	9	G10	40	--	.83652%
9D	1R	9	G10	39	Y18	.88762%
10A	2	10	G11	41	--	.83651%
10B	1	10	G11	42	Y19	.88762%
10C	2R	10	G11	44	--	.83652%
10D	1R	10	G11	45	Y20	.88762%
11A	2	11	G12	47	--	.83651%
11B	1	11	G12	46	Y21	.88762%
11C	2R	11	G12	49	--	.83652%
11D	1R	11	G12	51	Y22	.88762%
12A	2	12	G14	50	--	.83651%
12B	1	12	G14	52	Y23	.88762%
12C	2R	12	G14	53	--	.83652%
12D	1R	12	G14	55	Y24	.88762%
14A	2	14	G15	54	--	.83652%
14B	1	14	G15	56	Y25	.88762%
14C	2R	14	G15	59	--	.83652%
14D	1R	14	G15	57	Y26	.88762%
15A	2	15	G16	60	--	.83652%
15B	1	15	G16	58	Y27	.88762%
15C	2R	15	G16	61	--	.83652%
15D	1R	15	G16	62	Y28	.88762%
16A	2	16	G17	64	--	.83652%
16B	1	16	G17	63	Y29	.88762%
16C	2R	16	G17	66	--	.83652%
16D	1R	16	G17	65	Y30	.88762%
17A	2	17	G18	71	--	.83652%
17B	1	17	G18	70	Y32	.88762%
17C	2R	17	G18	72	--	.83652%
17D	1R	17	G18	73	Y31	.88762%

Apt No.	Apt. Type	Bldg. No.	Garage Bldg. No.	Parking Stall No.	Yard Area No.	Common Interest
18A	2	18	G19	75	--	.83652%
18B	1	18	G19	74	Y34	.88762%
18C	2R	18	G19	69	--	.83652%
18D	1R	18	G19	67	Y33	.88762%
19A	2	19	G20	83	--	.83652%
19B	1	19	G20	82	Y36	.88762%
19C	2R	19	G20	133	--	.83652%
19D	1R	19	G20	81	Y35	.88762%
20A	2	20	G21	91	--	.83652%
20B	1	20	G21	87	Y38	.88762%
20C	2R	20	G21	85	--	.83652%
20D	1R	20	G21	86	Y37	.88762%
21A	2	21	G22	95	--	.83652%
21B	1	21	G22	94	Y40	.88762%
21C	2R	21	G22	92	--	.83652%
21D	1R	21	G22	93	Y39	.88762%
22A	2	22	G23	99	--	.83652%
22B	1	22	G23	98	Y42	.88762%
22C	2R	22	G23	100	--	.83652%
22D	1R	22	G23	97	Y41	.88762%
23A	2	23	G24	104	--	.83652%
23B	1	23	G24	103	Y44	.88762%
23C	2R	23	G24	101	--	.83652%
23D	1R	23	G24	102	Y43	.88762%
24A	2	24	G25	107	--	.83652%
24B	1	24	G25	106	Y46	.88762%
24C	2R	24	G25	108	--	.83652%
24D	1R	24	G25	105	Y45	.88762%
25A	2	25	G26	109	--	.83652%
25B	1	25	G26	111	Y48	.88762%
25C	2R	25	G26	110	--	.83652%
25D	1R	25	G26	112	Y47	.88762%
26A	2	26	G27	113	--	.83652%
26B	1	26	G27	114	Y50	.88762%
26C	2R	26	G27	115	--	.83652%
26D	1R	26	G27	116	Y49	.88762%

Apt No.	Apt. Type	Bldg. No.	Garage Bldg. No.	Parking Stall No.	Yard Area No.	Common Interest
27A	2	27	G28	122	--	.83652%
27B	1	27	G28	121	Y52	.88762%
27C	2R	27	G28	118	--	.83652%
27D	1R	27	G28	117	Y51	.88762%
28A	2	28	G29	126	--	.83652%
28B	1	28	G29	125	Y54	.88762%
28C	2R	28	G29	123	--	.83652%
28D	1R	28	G29	124	Y53	.88762%
29A	2	29	G30	130	--	.83652%
29B	1	29	G30	129	Y56	.88762%
29C	2R	29	G30	127	--	.83652%
29D	1R	29	G30	128	Y55	.88762%
30A	2	30	G31	134	--	.83652%
30B	1	30	G31	135	Y58	.88762%
30C	2R	30	G31	131	--	.83652%
30D	1R	30	G31	132	Y57	.88762%

Note: All of the garages are regular size (two (2) of which, those garages for Apartment Nos. 9B and 18B, are handicapped size). All of the parking stalls are regular size. The Project also will contain nineteen (19) regular size, uncovered guest parking stalls (one (1) of which is handicapped size), and one (1) regular size, uncovered loading stall.

CONDOMINIUM PUBLIC REPORT ON
KAI LANI

EXHIBIT G

ENCUMBRANCES AGAINST TITLE

1. For any real property taxes that may be due and owing, reference is made to the Office of the Tax Assessor of the City and County of Honolulu.

2. Title to all minerals and metallic mines reserved to the State of Hawaii.

3. Certificate and Authorization dated October 8, 1985, filed as Document No. 1328029 and also recorded in Liber 19004 at Page 123, as amended by Amendment to Certification and Authorization dated July 3, 1994, recorded as Document No. 94-120723.

4. Unilateral Agreement and Declaration for Conditional Zoning dated February 21, 1986, filed as Document No. 1354687, as amended by Amendment to Unilateral Agreement dated November 12, 1993, filed as Document No. 2090355 and also recorded as Document No. 93-195382.

5. Unrecorded Amended and Restated Ko Olina Resort Development Agreement dated December 1986, a short form of which is dated December 1, 1986, filed as Document No. 1419770, as amended by unrecorded First Amendment to Amended and Restated Ko Olina Resort Development Agreement, a short form of which is dated April 7, 1994, filed as Document No. 2141539, as further amended by Short Form of Second Amended and Restated Ko Olina Resort Development Agreement dated December 21, 1999, filed as Document No. 2600070. Assignment of Development Agreement dated August 20, 1998, filed as Document No. 2479691.

6. Declaration dated December 1, 1986, filed as Document No. 1419771, as amended by Amendment to Declaration dated December 7, 1989, filed as Document No. 1702235, and Second Amendment to Ko Olina Declaration of Conditions, Covenants and Restrictions; Consent filed as Document No. 2829644. 2829644. Consent thereto dated December 7, 1989, filed as Document No. 1702236.

7. Deed dated December 1, 1986, filed as Document No. 1419772, as amended by Amendment to Deed dated May 8, 1991, filed as Document No. 1821776.

8. The restrictions on use and other restrictions and all other of the covenants, agreements, obligations, conditions, reservations, easements and other provisions set forth in that certain Declaration dated December 1, 1986, filed as Document No. 1419773, as amended by instruments dated June 27, 1995, filed as Document No. 2249998, dated April 16, 1997, filed as Document No. 2377790, dated September 24, 1999, filed as Document No. 2583045, as further supplemented, amended and restated from time to time. Consent thereto by West Beach Estates, a Hawaii general partnership, filed as Document No. 2249999. Said Declaration was assigned by that certain Assignment of Declarant Rights dated August 20, 1998, filed as Document No. 2479692, by and between West Beach Estates, a Hawaii general partnership, Assignor, and Ko Olina Development, LLC, a Delaware limited liability company, Assignee.

9. Agreement on Water Usage dated December 1, 1986, recorded in Liber 20098 at Page 424, by and between F. E. Trotter, Inc., W. H. McVay, Inc., P. R. Cassiday, Inc., and H. C. Cornuelle, Inc., all Hawaii professional corporations, the duly appointed, qualified and acting Trustees under the Will and of the Estate of James Campbell, deceased, acting in their fiduciary and not in their individual corporate capacities, and West Beach Estates, a Hawaii general partnership. Said Water Rights were assigned by that certain Assignment of Water Rights dated August 20, 1998, recorded as Document No. 98-123804, by and between West Beach Estates, a Hawaii general partnership, Assignor, and Ko Olina Intangible, LLC, a Delaware limited liability company, Assignee.

10. Easement "1878" (area 5,886 square feet, more or less)(5 feet wide), as shown on Map 450 of Land Court Application No. 1069, as set forth by Land Court Order No. 92805, filed March 6, 1989, for communication lines and electrical purposes, as amended by Land Court Order No. 101785, filed April 12, 1991.

11. Easement "1879" (area 256 square feet, more or less), as shown on Map 450 of Land Court Application No. 1069, as set forth by Land Court Order No. 92805, filed March 6, 1989, for electrical purposes.

12. Restriction of access rights as shown on Map 476 of Land Court Application No. 1069, as set forth by Land Court Order No. 93954, filed June 9, 1989. Said restriction was confirmed by instrument dated August 22, 1996, filed as Document No. 2377337.

13. Easement "2135" (area 15,075 square feet, more or less), as shown on Map 476 of Land Court Application No. 1069, as set forth by Land Court Order No. 93954, filed June 9, 1989, for water feature purposes.

14. Easement in favor of Ko Olina Community Association, a Hawaii non-profit corporation, dated June 6, 1994, filed as Document No. 2173046, over Easement "1878" for electrical purposes and over Easement "2135" for water feature purposes.

15. Limited Warranty Deed filed as Document No. 2612827.

16. Deed dated May 1, 2001, filed as Document No. 2702635.

17. Existing improvements disclosed by that certain ALTA/ACSM Land Title Survey Map and/or report dated November 30, 2001, prepared by James R. Thompson, Licensed Professional Land Surveyor, Certificate No. 3627, are as follows:

    a. That certain 10 foot building setback line along the northerly and easterly boundary.

    b. That certain 5 foot building setback line along the southwesterly boundary.

    c. Chain link fence and coral wall are within a portion of Easement 1878, as shown on Map 450, Land Court Application No. 1069.

    d. Chain link fence and coral wall are within a portion of 10 foot building setback line.

    e. That certain beach access sign along the northerly boundary of property.

    f. That certain concrete pad with flagpoles along the easterly boundary of property.

    g. Brick border extending outside of Easement 2135, as shown on Map 476, Land Court Application No. 1069.

    h. Those certain irrigation boxes and irrigation control valves.

    i. Those certain ponds over and across 10 foot building setback line.

    j. That certain sign over and across 10 foot building setback line.

    k. Those certain private property signs located well within boundary of property.

    l. That certain drain inlet along the southeasterly boundary of property.

18. Mortgage dated January 15, 2002, by and between Kai Lani Company, LLC, a Hawaii limited liability company, as Mortgagor, and First Hawaiian Bank, a Hawaii corporation, as Mortgagee, filed as Document No. 2769710.

19. Financing Statement by and between Kai Lani Company, LLC, a Hawaii limited liability company, as Debtor, and First Hawaiian Bank, a Hawaii corporation, as Secured Party, recorded as Document No. 2002-006609.

20. Mortgage dated September 13, 2001, by and between Kai Lani Company, LLC, a Hawaii limited liability company, as Mortgagor, and A & B Properties, Inc., a Hawaii corporation, as Mortgagee, filed as Document No. 2737365. Said Mortgage was made subordinate to the lien of that certain Mortgage dated January 15, 2002, by and between Kai Lani Company, LLC, a Hawaii limited liability company, as Mortgagor, and First Hawaiian Bank, a Hawaii corporation, as Mortgagee, filed as Document No. 2769710, by that certain Consent to and Subordination of Mortgage dated January 15, 2002, by A & B Properties, Inc., a Hawaii corporation, filed as Document No. 2769711 and also recorded as Document No. 2002-006610.

21. Financing Statement by and between Kai Lani Company, LLC, a Hawaii limited liability company, as Debtor, and A & B Properties, Inc., a Hawaii corporation, as Secured Party, recorded as Document No. 2001-145364. Said Financing Statement was made subordinate to the lien of that certain Mortgage dated January 15, 2002, by and between Kai Lani Company, LLC, a Hawaii limited liability company, as Mortgagor, and First Hawaiian Bank, a Hawaii corporation, as Mortgagee, filed as Document No. 2769710, by that certain Consent to and Subordination of Mortgage dated January 15, 2002, by A & B Properties, Inc., a Hawaii corporation, filed as Document No. 2769711 and also recorded as Document No. 2002-006610. Said Financing Statement also was made subordinate to the lien of that certain Financing Statement by and between Kai Lani Company, LLC, a Hawaii limited liability company, as Debtor, and First Hawaiian Bank, a Hawaii corporation, as Secured Party, recorded as Document No. 2002-006609, by an Amendment to Financing Statement recorded as Document No. 2002-010063.

22. Declaration of Condominium Property Regime of Kai Lani dated January 18, 2002, filed as Document No. 2771596, as amended by First Amendment to Declaration of Condominium Property Regime dated March 8, 2002, filed as Document No. 2786142, as further amended from time to time. Condominium Map No. 1454, as amended from time to time. Consent thereto by A & B Properties, Inc., a Hawaii corporation, filed as Document No. 2771598. Consent thereto by First Hawaiian Bank, a Hawaii corporation, filed as Document No. 2774923 and Document No. 2788010.

23. By-Laws of the Association of Apartment Owners of Kai Lani dated January 18, 2002, filed as Document No. 2771597, as amended from time to time. Consent thereto by A & B Properties, Inc., a Hawaii corporation, filed as Document No. 2771598. Consent thereto by First Hawaiian Bank, a Hawaii corporation, filed as Document No. 2774923.

24. Easement in favor of Hawaiian Electric Company, Inc., a Hawaii corporation, and Verizon Hawaii Inc., a Hawaii corporation, dated May 17, 2002, filed as Document No. 2818308, for utility purposes. Consent thereto by First Hawaiian Bank, a Hawaii corporation, and A & B Properties, Inc., a Hawaii corporation, filed as Document No. 2818309.

CONDOMINIUM PUBLIC REPORT ON
KAI LANI

EXHIBIT H

DISCLOSURE ABSTRACT

1. (a) PROJECT: Kai Lani
Ko Olina, Honolulu, Hawaii

(b) DEVELOPER: Kai Lani Company, LLC
80 Sand Island Access Road, Suite 209
Honolulu, Hawaii 96819

(c) MANAGING AGENT: Metropolitan Management, Inc.
55 Merchant Street, Suite 2000
Honolulu, Hawaii 96813
Telephone: (808) 536-3511

(d) REAL ESTATE BROKER: Armstrong Properties, Ltd.
80 Sand Island Access Road, Suite 209
Honolulu, Hawaii 96819
Telephone: (808) 848-2484

2. USE OF APARTMENTS:

(a) Number of Apartments in Project for Residential Use: 116

(b) Proposed Number of Apartments in Project for Hotel Use: -0-

(c) Extent of Commercial or Other Nonresidential Development in Project: None

3. WARRANTIES:

(a) Warranties.

Seller will not be providing any warranties related to the Apartment or the common elements of the Project. However, Seller will use reasonable efforts to arrange for the assignment of applicable warranties, if any, to Buyer from the general contractor and subcontractors, relating to the workmanship of the initial construction of the Apartment and the common elements of the Project. All materials, including without limitation, all appliances, light fixtures, floor

coverings and other such items within the Apartment and the common elements of the Project, shall be covered solely by the applicable warranties, if any, of the respective manufacturers thereof. The warranty periods of the various warranties described herein may vary, and Buyer should notify directly the general contractor, the subcontractors or the manufacturers, as applicable, with respect to any warranty claims that Buyer may have. Seller shall cooperate with the Buyer during the effective period of such warranty in asserting any claims based on any such warranty. Seller is merely attempting to pass through to the Buyer any such warranties; Seller is not adopting any such warranties or acting as co-warrantor with respect to such warranties. The terms of the written warranties will be available for the Buyer's examination at the Seller's sales office.

(b) No Other Warranties.

Except for the agreements set forth herein, THE DEVELOPER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY APARTMENT, THE PROJECT, ANY CONSUMER PRODUCTS OR ANYTHING ELSE INSTALLED IN ANY APARTMENT OR THE PROJECT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS OF ANY APARTMENT FOR A PARTICULAR PURPOSE.

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

Attached to this Disclosure Abstract as Exhibit "1" is a breakdown of the annual maintenance charges and the monthly estimated cost for each apartment in the Project, prepared by Metropolitan Management, Inc., a Hawaii corporation, for the one-year period commencing September 1, 2002, and certified to have been based on generally accepted accounting principles. The attached breakdown of annual maintenance charges and the estimated cost for each apartment are subject to change based on actual costs of the items listed. The Developer can make no assurances regarding the estimated maintenance assessments. Variables such as inflation, uninsured casualty loss or damage, increased or decreased services from those contemplated by the Developer, apartment owner delinquencies and other factors may cause the maintenance assessments to be greater or less than the estimated maintenance assessments. The breakdown of the estimated cost for each apartment contained in this Disclosure Abstract does not include the Buyer's obligation for the payment of real property taxes, and does not include or otherwise take into account the one-time "start-up" fee required to be paid in addition to the normal maintenance charges. Estimates of the real property taxes will be provided by the Developer upon request.

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

5. TEMPORARY ASSUMPTION BY DEVELOPER OF ACTUAL COMMON EXPENSES:

The Developer will assume all the actual common expenses of the Project (and therefore an apartment owner will not be obligated for the payment of his respective share of the common expenses) until such time as the Developer files with the Real Estate Commission of the State of Hawaii an amended Disclosure Abstract which states that after a date certain, the respective apartment owner shall thereafter be obligated to pay for his respective share of common expenses that is allocated to his apartment; provided, however, that such amended Disclosure Abstract shall be filed at least 30 days in advance with the Real Estate Commission, with a copy thereof being delivered either by mail or personal delivery after the filing to each of the apartment owners whose maintenance expenses were assumed by the Developer. The Developer shall have no obligation to pay for any cash reserves or any other reserve amounts with respect to or attributable to the period during which the Developer assumes the actual common expenses of the Project.

6. KO OLINA COMMUNITY ASSOCIATION DUES:

Each apartment owner will be required to be a member of the Ko Olina Community Association. As such member, each apartment owner will be required to pay Ko Olina Community Association monthly dues. As of September 1, 2001, it is anticipated that the Ko Olina Community Association dues for Type 1 and Type 1R apartment owners will be $35.14 per month and that the Ko Olina Community Association dues for Type 2 and Type 2R apartment owners will be $33.36 per month.

CERTIFICATE

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

1. That I am the President of Metropolitan Management, Inc., a Hawaii corporation, designated by the Developer of the Kai Lani condominium project (the "Project") to act as the Managing Agent for the management and administration of the Project.

2. That I hereby certify that the breakdown of the annual maintenance charges and the monthly estimated cost for each apartment in the Project, as set forth in Exhibit "1" attached hereto and hereby incorporated herein by reference, were determined pursuant to a reserve study conducted in accordance with Section 514A-83.6 of the Hawaii Revised Statutes and Chapter 107 of the Hawaii Administrative Rules, and are reasonable estimates for the one-year period commencing September 1, 2002, based on generally accepted accounting principles.

DATED: Honolulu, Hawaii, this 11 day of September, 2002.

James E. Kolonick
President

Subscribed and sworn to before me
this 11 day of September, 2002.

Josette K. Cruz

Typed or Printed Name: Josette K. Cruz
Notary Public, State of Hawaii

My Commission expires: 3/26/2004

JOSETTE K. CRUZ NOTARY PUBLIC STATE OF HAWAII

EXHIBIT "1"

KAI LANI

Estimated Annual Common Expenses

	MONTHLY	ANNUAL
Utilities and Services		
Electricity (common elements only)	$3,000.00	$36,000.00
Refuse Collection	3,400.00	40,800.00
Telephone (common elements only)	350.00	4,200.00
Water and sewer	5,550.00	66,600.00
Cable (common elements only)	150.00	1,800.00
Maintenance, Repairs and Supplies		
Building	2,230.00	26,760.00
Grounds	5,800.00	69,600.00
Capital Expenditures	1,000.00	12,000.00
Management		
Management Fee	1,500.00	18,000.00
Payroll and Payroll Taxes	3,855.00	46,260.00
Office Expenses	1,000.00	12,000.00
Insurance	6,250.00	75,000.00
Reserves	3,445.00	41,340.00
Taxes and Government Assessments	50.00	600.00
Audit Fees	100.00	1,200.00
Other		
Legal, Consulting Services, Miscellaneous	200.00	2,400.00
TOTAL DISBURSEMENTS	$37,880.00	$454,560.00

ESTIMATED MAINTENANCE CHARGES OR FEES FOR EACH APARTMENT:

The estimated monthly maintenance charge for each Type 1 and Type 1R apartment is $336.23 per month.

The estimated monthly maintenance charge for each Type 2 and Type 2R apartment is $316.87 per month.

CONDOMINIUM PUBLIC REPORT ON
KAI LANI

EXHIBIT I

SUMMARY OF SALES AGREEMENT

A specimen Sales Agreement (the "Sales Agreement"), has been submitted to the Real Estate Commission and is available in the Sales Office of the Seller. ALL BUYERS AND PROSPECTIVE BUYERS SHOULD CAREFULLY READ THE SALES AGREEMENT since this summary is NOT A COMPLETE DESCRIPTION of their provisions. The Sales Agreement, among other things, covers in more detail the following items:

1. Options. Buyer is aware that upon selection of any and all options by buyer (pursuant to a separate addendum to the Sales Agreement executed by Seller and buyer), buyer shall pay to Seller 100% of the total price of such options (the "Option Deposit"). Buyer understands and acknowledges that the Option Deposit shall not be refunded under any circumstances. If, for any reason, buyer cancels the Sales Agreement, Seller shall retain the Option Deposit. Buyer understands and acknowledges that buyer must select any and all options within the time period specified by Seller. Buyer also understands and acknowledges that certain options may not be available at the time of selection for a number of reasons, including, but not limited to, the construction status of the Apartment, material discontinuances, and delays such options may cause to the completion of the Apartment.

2. Buyer's Interest Under the Sales Agreement is to be Subordinate to the Revolving Line of Credit. Buyer acknowledges that Seller has entered or will enter into an agreement with First Hawaiian Bank and/or other lender(s) (the "Construction Lender") pursuant to which the Construction Lender may make available to Seller a revolving line of credit with an initial maximum principal amount of Twelve Million and No/100 Dollars ($12,000,000.00), with a possibility of increasing the maximum principal amount to not more than Sixteen Million and No/100 Dollars ($16, 000,000.00) (but with no obligation on the part of the Construction Lender to do so), for a period of twenty-four (24) months from the date of the closing of the revolving line of credit, subject to a one-year extension of the maturity date at Seller's option, for the purpose of acquiring and developing the Project. To secure this revolving line of credit, Seller has granted or will grant to the Construction Lender a mortgage and security interest covering Seller's interest in the Land and the Project, including the Property covered by the Sales Agreement. Buyer acknowledges and agrees that all security interests obtained by the Construction Lender in connection with such revolving line of credit as well as any

extensions, renewals and modifications thereof shall be and remain at all times a lien or charge on the Project, including the Property covered by the Sales Agreement, prior to and superior to any and all liens or charges on the Project arising from the Sales Agreement. Buyer hereby intentionally waives, relinquishes and subordinates the priority or superiority of any lien under the Sales Agreement in favor of the lien or charge on the Project of the security interests of the Construction Lender. Buyer further undertakes and agrees to execute any further documentation or subordination agreement required by Seller or the Construction Lender to evidence this subordination within seven (7) days of a request to do so, and Seller shall have the right in its sole discretion to cancel the Sales Agreement if buyer fails or refuses to do so. Buyer also consents to Seller's assignment by way of security of Seller's interests in the Sales Agreement and buyer's escrow deposits to the Construction Lender and agrees that in the event of passage of Seller's interests therein pursuant to said assignment, that buyer will, at Construction Lender's option, perform to, attorn to and recognize Construction Lender (its successors and assigns in interest, if any) as Seller hereunder, with all of the rights of Seller hereunder, all as if the Construction Lender were the original Seller hereunder.

3. Funds for Purchase. Seller may (but does not have to) cancel the Sales Agreement (a) if the buyer's mortgage loan application is rejected or not approved within 30 days after application, or (b) if the buyer plans to pay the purchase price in cash but Seller is not satisfied for any reason with the buyer's ability to make the cash payments.

4. Presale Requirement. For purposes of the revolving line of credit with the Construction Lender, the Project will be divided into phases. Notwithstanding anything in the Sales Agreement that may be to the contrary, Seller's obligation to construct and convey the Property to buyer is conditioned upon and made expressly subject to Seller's ability to satisfy the requirements of the Construction Lender. The requirements of the Construction Lender are subject to change and may include the following: (a) in order to commence construction in any phase, fifty percent (50%) of the apartments in such phase (or apartments whose aggregate sales prices equal fifty percent (50%) of the sales prices for all apartments in such phase, if that number is greater than the aggregate sales prices of said fifty percent (50%) of the apartments) must be "presold" under binding sales contracts to prequalified buyers under a final public report; (b) in order to commence the site construction in a subsequent phase, seventy-five percent (75%) of the apartments in the previous phase (or apartments whose aggregate sales prices equal seventy-five percent (75%) of the sales prices for all apartments in such previous phase, if that number is greater than the aggregate sales prices of said seventy-five percent (75%) of the apartments in such previous phase) must be "presold" under binding sales contracts to prequalified buyers under a final public report; and (c) in order to commence house construction in a subsequent phase, fifty percent (50%) of the

"presold" apartments in the previous phase must have closed. A "prequalified buyer" is defined as a buyer that has received preliminary loan approval from an institutional lender approved by the Construction Lender, and who has deposited at least five percent (5%) of the sales price of his apartment into Escrow, along with one hundred percent (100%) of the price of all options and upgrades. If the Presale Requirement and the other conditions imposed by the Construction Lender are satisfied or waived by the Construction Lender, in its sole discretion, then Seller shall give written notice of same to buyer, and the terms of this section shall thereupon terminate and be of no further force and effect. Notwithstanding any other provision contained herein to the contrary, if the Presale Requirement and the other conditions imposed by the Construction Lender are not satisfied or waived, and/or if Seller is unable to close on the revolving line of credit and/or if Seller is denied a request for an advance on the revolving line of credit, Seller shall give written notice of same to buyer and Seller or buyer each may unilaterally cancel the Sales Agreement at any time thereafter by giving written notice to the other party, and upon such cancellation by either party, Seller shall direct Escrow to refund to buyer all deposits paid hereunder by buyer with accrued interest. In the event of any termination of the Sales Agreement pursuant to this section, buyer will pay, and Seller will not be responsible for, the payment to buyer's mortgage lender's, if any, reasonable processing costs or cancellation fees and any similar fees or costs incurred by or charged to buyer as a result of such event. Seller shall be responsible for any Escrow fees incurred as a result of such event.

5. Seller's Right to Modify the Project. Buyer acknowledges that until December 31, 2003, the Seller reserves the right, in its sole and absolute discretion, without the approval, consent or joinder of any of the apartment owners of the Project or any party with any interest in the Project, to subdivide the land that is part of the Project, to effect the removal of a portion of the land from the Project, and to reconstitute the apartments and common elements located upon the remaining land, as a new or revised condominium property regime. Notwithstanding anything contained herein to the contrary, the land removed from the Project shall not contain any building in which an apartment located therein has been conveyed by the Developer, its successors or assigns, to persons other than the Developer or the Developer's mortgage lender.

6. Warranties.

(a) Warranties. Seller will not be providing any warranties related to the Apartment or the common elements of the Project. However, Seller will use reasonable efforts to arrange for the assignment of applicable warranties, if any, to Buyer from the general contractor and subcontractors, relating to the workmanship of the initial construction of the Apartment and the common elements of the Project. All materials, including without limitation, all appliances, light fixtures, floor coverings and other such items within the Apartment and the common elements of the Project, shall be

covered solely by the applicable warranties, if any, of the respective manufacturers thereof. The warranty periods of the various warranties described herein may vary, and Buyer should notify directly the general contractor, the subcontractors or the manufacturers, as applicable, with respect to any warranty claims that Buyer may have. Seller shall cooperate with the Buyer during the effective period of such warranty in asserting any claims based on any such warranty. Seller is merely attempting to pass through to the Buyer any such warranties; Seller is not adopting any such warranties or acting as co-warrantor with respect to such warranties. The terms of the written warranties will be available for the Buyer's examination at the Seller's sales office.

(b) No Other Warranties. Except for the agreements set forth herein, THE SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY APARTMENT, THE PROJECT, ANY CONSUMER PRODUCTS OR ANYTHING ELSE INSTALLED IN ANY APARTMENT OR THE PROJECT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS OF ANY APARTMENT FOR A PARTICULAR PURPOSE.

7. The Condominium Map is Not a Warranty. The Condominium Map for the Project is intended to show only the layout, location, apartment numbers and dimensions of the apartments in the Project. Buyer understands and acknowledges that items shown on the Condominium Map, including, without limitation, the metes and bounds or dimensions of the limited common elements, such as yard areas, may change due to field changes and other factors, and Seller reserves the right to amend the Condominium Map, the Declaration and the other Project documents from time to time to reflect such changes. BUYER AGREES THAT THE CONDOMINIUM MAP IS NOT INTENDED TO BE AND IS NOT A REPRESENTATION OR WARRANTY OF ANY KIND BY SELLER.

8. Seller Makes No Promises About Rentals or Other Economic Benefits. BUYER AGREES THAT NO ONE (INCLUDING THE SELLER OR ANY SALESPERSON) HAS REPRESENTED TO BUYER AT ALL ABOUT ANY RENTAL INCOME OR RENTAL OR SALES SERVICES FOR BUYER'S APARTMENT. IF BUYER WANTS TO RENT OR SELL THE APARTMENT, HOW BUYER DOES IT WILL BE UP TO BUYER SUBJECT TO THE RESTRICTIONS CONTAINED HEREIN AND IN THE DECLARATION, THE BY-LAWS AND ANY OTHER DOCUMENTS AFFECTING THE PROPERTY. BUYER ALSO AGREES THAT NO ONE HAS TALKED TO BUYER AT ALL ABOUT INCOME FROM THE APARTMENT OR ANY OTHER ECONOMIC BENEFIT TO BE DERIVED FROM THE PURCHASE OR OWNERSHIP OF THE APARTMENT OR ABOUT THE TAX EFFECTS OF BUYING THE APARTMENT.

9. Closing. Closing will take place on the "Closing Date" which is the date that the Apartment Deed conveying the Property to buyer is filed or to be filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii. The "Closing Date" will be set by Seller alone. It will not be less than ten (10) days after Seller signs the Sales Agreement and it will not be before a temporary or permanent certificate of occupancy covering the Apartment is issued (or if no certificate of occupancy will be issued, the "Closing Date" will not be before Seller determines that the Apartment is complete enough to be occupied). Seller may delay the Scheduled Closing Date for up to thirty (30) extra days. Seller will give Buyer at least ten (10) days' notice of the Closing Date.

10. Buyer's Obligation to Pay Closing Costs and Other Amounts. Buyer will pay for the following closing costs: all of the Escrow fee, all notary fees, all appraisal fees, all conveyance taxes, all recording costs, all charges for buyer's credit report, all costs of preparing any mortgages and promissory notes, and all title insurance costs. Buyer will also pay all costs of any mortgage that buyer makes, including mortgage recording fees.

11. Default by Buyer. If buyer fails to make any payment when it is due or fails to keep any of buyer's other promises or agreements contained in the Sales Agreement, then Seller will have the right, at Seller's sole option and in addition to any other rights contained herein, to do any one or more of the following:

(a) Seller may cancel the Sales Agreement by giving buyer written notice of cancellation and Seller may keep all sums paid by buyer under the Sales Agreement as "liquidated damages" (i.e., the amount agreed to by buyer and Seller as properly payable in settlement for breach of contract), and not as a penalty. Without limiting the generality of the foregoing, buyer understands and acknowledges that if buyer defaults under the Sales Agreement after it has become a binding contract (as described in Article V, Section E.1 of the Sales Agreement), Seller may keep the Option Deposit in addition to all other sums paid by buyer under the Sales Agreement. If Seller cancels the Sales Agreement, buyer agrees that it will be difficult and expensive to determine the amount of loss or damage Seller will suffer. This is because of, among other things, Seller's commitments relating to the financing and construction of the Project, the effect of default and cancellation of one sale on other apartment sales, and the nature of the real estate market in Hawaii. Buyer agrees that the sums paid by buyer under the Sales Agreement are a reasonable estimate of a fair payment to Seller for Seller's loss or damage resulting from buyer's default.

(b) Seller may file a lawsuit for damages.

(c) Seller may file a lawsuit for "specific performance" (in other words, a lawsuit to make buyer keep all of buyer's promises and agreements, including, without limitation, closing the purchase of the Property).

(d) Seller may take advantage of any other rights which the law allows or which Seller may have under the Sales Agreement.

Buyer also agrees to pay for all costs, including Seller's reasonable attorneys' fees and the escrow cancellation fee, which are incurred because of buyer's default.

12. Default by Seller. If Seller fails to keep any of Seller's promises or agreements contained in the Sales Agreement, buyer, if not in default hereunder, may file a lawsuit for specific performance to require Seller to go through with the Sales Agreement (unless the Sales Agreement is only a "reservation" in which case the terms of Article V, Section E.1 of the Sales Agreement will control) or buyer may exercise any other remedy to which buyer is entitled to at law or equity, including canceling the Sales Agreement, if applicable. If buyer cancels the Sales Agreement because of Seller's default, Seller will repay to buyer all sums paid by buyer to Seller or Escrow under the Sales Agreement, without interest.

13. Conditions Affecting the Property and Project. The buyer understands, acknowledges, covenants and agrees to the following:

(a) Airport and Military Effects. The Project is located in the vicinity of the Honolulu International Airport and other military aircraft facilities (collectively, the "Facilities"), aircraft from the Facilities may fly in the proximity of or directly over the Property or the Project, military activities may be conducted in the vicinity of the Project, and such overflights and other military activities may result in noise, dust, vibration, and other nuisances, disturbances or hazards (collectively, the "Airport and Military Effects") to persons and property on or within the Property or the Project;

(b) Agricultural Effects. The Project is located on and is near or adjacent to lands and easements used for or in connection with the cultivation of sugarcane, pineapple and diversified agricultural operations, which may include, but are not limited to, open burning, trucking, plowing, hauling, fertilizing, grading, storing, herbicide and pesticide spraying, crop dusting, water diversion, irrigation, and all other activities incidental to the planting, cultivating, harvesting and processing of crops, including night time activities, and the grazing and raising of livestock, poultry and other animals, which may from time to time cause surface water runoff, noise, soot, smoke, dust, light, heat, vapors, odors, chemicals, vibrations, insect pests, and other substances

and phenomena of every description (collectively, the "Agricultural Effects") to be discharged, emitted, dispersed or transmitted over and upon the Property or the Project which may bother or be a nuisance to the buyer and any person occupying or using the Property, and the buyer also acknowledges that the Hawaii Right to Farm Act (Chapter 165 of the Hawaii Revised Statutes) and Hawaii law limit the circumstances under which farming operations may be deemed to be a nuisance;

(c) Utility Effects. The Property is or may be located adjacent to or in the vicinity of electric, water and other utilities and public roads and thoroughfares, including, without limitation, such things as electrical substations, high-powered electrical transmission lines, water and sewer pump stations, water and sewer mains, water tanks, reservoirs, freeways and exit ramps which may result in nuisances, such as noise and dust, disturbances or hazards (collectively, the "Utility Effects") to persons and to property on or within the Property. In recent years, concerns have been raised about possible adverse health effects of electric and magnetic fields from power lines. Seller is not insuring or guaranteeing the health of buyer or other occupants or users of the Property and disclaims liability for personal injury, illness or any other loss or damage caused by or arising from the Utility Effects including, without limitation, the presence or malfunction of any electrical distribution systems that may be located adjacent to, near, or over any part of the Property;

(d) Golf Course Effects. The Property is located adjacent to or in the vicinity of the Ko Olina Golf Club (the "Golf Course"). There may be significant use of the Golf Course by members of the public. Operation of the Golf Course and its layout may be revised or modified at any time at the discretion of the owner or operator of the Golf Course. The location of the Property with respect to the Golf Course may result in blocked views, and/or nuisances, disturbances or hazards to persons (including tenants and guests) and property on or within the Property as a result of the Golf Course and related operations and activities, which include, without limitation, the following: (i) maintenance and repair activities taking place within the immediate vicinity of the Property, including but not limited to the use of maintenance utility vehicles, mowers, and other equipment, and the application of agricultural chemicals and fertilizers; (ii) use of non-potable water, which should not be consumed by people or animals, for irrigation of the Golf Course, which may overspray on to the Property and the Project; (iii) golf carts and/or errant golf balls and from other golf course-related activities; (iv) noise, traffic and other effects incidental to operation of the Golf Course, tournaments and maintenance and repair activities (collectively, the "Golf Course Effects");

(e) Resort-Related Effects. The Property is part of the Ko Olina Resort. Resort-related activities such as golf tournaments, concerts, luaus and regatta may take place and a train may be operated within the resort, all of which may result in nuisances and disturbances (collectively, the "Resort-Related Effects");

(f) Neighboring Effects. The Property is located adjacent to or in the vicinity of the following: (i) the Waimanalo Gulch Sanitary Landfill which currently is operated by the City and County of Honolulu. Landfill operations may result in odor, dust, litter, fires, toxic fumes and other substances and phenomena of every description; and (ii) certain property that currently is designated as a park and through which members of the general public may pass for various reasons. Plans for this park area may include the installation of a bicycle path or an addition to the Golf Course; and (iii) an abandoned gas pipeline and a live gas pipeline currently operated by Chevron Hawaii (collectively, the "Neighboring Effects");

(g) Development Effects. (i) The Project is or may be located adjacent to or in the vicinity of various construction activities, including, but not limited to, ongoing residential and related construction (collectively, the "Proposed Development"); (ii) construction of the Proposed Development will or may result in noise, dust, vibration and other nuisances, disturbances or hazards to buyer and to persons and property on or within the Property or the Project, and may limit buyer access to the Project; (iii) when completed, traffic, lights, noise, dust, vibration and other nuisances, disturbances or hazards to persons and property on or within the Property or the Project may be generated from the Proposed Development; (iv) no representations or warranties are made by Seller, its employees or agents concerning plans, or the absence of plans, by Seller or others for future development of adjacent or nearby properties, and any plans for the future development of adjacent and nearby properties by Seller are subject to change in the sole and absolute discretion of the Seller or its successors and assigns, including, without limitation, changes in the type, location and quality of the development to occur; and (v) Seller makes no representations regarding the view from the Property or any view easements or rights, and the views from the Property are not guaranteed and may be altered, diminished, eliminated or blocked entirely by the future development of adjacent or surrounding properties (items (i) through (v) are hereinafter collectively called the "Development Effects");

(h) Waiver, Release and Indemnity. Buyer represents and warrants to Seller that buyer, in buyer's sole discretion, has determined that the benefits of owning and enjoying the Property outweigh the risks of the Airport and Military Effects, the Agricultural Effects, the Utility Effects, the Golf Course Effects, the Resort-Related Effects, the Neighboring Effects and the Development Effects (collectively, the "Property Conditions"). Buyer hereby irrevocably agrees to suffer and permit all actions and consequences incidental to the Property Conditions. Buyer hereby covenants and agrees to assume all risks of impairment of buyer's use and enjoyment of the Property or the Project, loss of market value of the Property, and property damage or personal injury arising from the Property Conditions, and buyer, for the buyer and the buyer's tenants, lessees, family, servants, guests, invitees, licensees, agents, employees, and those who

use the Property through the buyer for an extended period of time (collectively, the "Occupants"), hereby waives any claims or rights of action or suits against Seller, its successors and assigns, arising from such impairment of the Occupants' use and enjoyment of the Property or the Project, loss of market value of the Property, and property damage or personal injury arising from one or more of the Property Conditions. Buyer shall indemnify, hold harmless and defend Seller, its successors and assigns, from any and all liability, claims, losses, damages, or expenses, including attorneys' fees, arising from such impairment of the Occupants' use and enjoyment of the Property or the Project, loss of market value of the Property, or property damage or personal injury to the property or person of the Occupants as a result of one or more of the Property Conditions. Buyer further covenants that buyer will notify all Occupants and transferees of the Property of the risks of the Property Conditions; and

(i) Activities on Adjacent Property. The Trustees of the Estate of James Campbell have reserved the right to (i) use real property adjacent to the Ko Olina Resort in any manner they determine and for any purpose whatsoever, including, without limitation, quarrying activities, the development and operation of a deep water harbor, refinery, power plant, industrial park, the operation of a sugar plantation, the burning of sugarcane, and milling and other activities incidental to the operation of a sugar plantation, and such other uses as may be permitted by law within the areas adjacent to the Ko Olina Resort, and (ii) perpetually discharge, emit, diffuse and inflict over and upon the Ko Olina Resort noise, smoke, soot, dust, lights, noxious vapors, odors and other nuisances of every description arising from or incidental to the operation of the foregoing activities, subject only to zoning and other legal restrictions on use.

14. Flooring Restrictions - Second Floor Apartments. The Declaration provides that as to all apartments located on the second floor of the residential buildings (the "Second Floor Apartments"), hard floor surfaces shall be limited to the areas of the entry foyer, the kitchen and the bathrooms, as provided in the original construction of the respective apartments. The owners of the Second Floor Apartments shall be required to utilize continuous carpet and pad over all other floor surfaces of such apartments, or to utilize such other flooring materials and/or systems which meet the acoustic standards of an Acoustic Impact Isolation Class of IIC 45 or better (ASTM Designation E492).

15. No Memberships. Nothing herein contained, nor any advertising or other documentation in connection with the Project shall be construed as obligating Seller or any other person to develop any land other than the Land, or to construct any improvements, including any recreational facilities, other than the improvements described in the Declaration; nor as granting to buyer any membership, privileges, or other interest in any entity, club, clubhouse, country club, golf course, tennis club or other facility (recreational or otherwise) other than the Association and the Ko Olina Community Association.

16. Model Units/Sales Information Center. Buyer understands and acknowledges that due to the discontinuation in the production of certain materials and for other reasons, some of the materials used in the model units, if any, for the Project and certain methods of construction used for the model units, if any, for the Project may differ from the materials and methods of construction used in the buildings in the Project, including the building in which the Apartment is located. Buyer further understands and acknowledges that the model units, if any, and advertising collateral materials such as brochures, displays, and renderings are for the purpose of assisting the buyer in visualizing the floor plan of the Apartment buyer is purchasing and may not be an exact replica of the apartments or the buildings being built within the Project. Buyer also understands and acknowledges that the advertising collateral materials, model units, if any, etc., contain numerous upgrades, options and decorator items not included with the Apartment being purchased by buyer or the building in which such Apartment is located. Without limiting the generality of the foregoing, the model units, if any, may contain such features as gutters, walkways, wallpaper, chandeliers, and other finishes or furniture that would not be included in the Apartment buyer is purchasing. Buyer also understands and acknowledges that the model units, if any, and sales information center within or outside the Project, may be used for sales of apartments within this and other projects, and may continue for many years into the future. Buyer understands and acknowledges that sales activities may include signs, extensive sales displays, public events, activities and site visits.

17. Security. Buyer understands and agrees that neither Seller nor the Association shall be considered in any way an insurer or guarantor of security within the Project and buyer agrees not to hold the Seller or the Association liable for any loss or damage buyer or anyone else may suffer by reason of a failure to provide adequate security or from the ineffectiveness of any security measures undertaken at the Project. Buyer agrees to assume all risk of injury, loss or damage that may arise due to a failure to provide adequate security or from the ineffectiveness of any security measures undertaken at the Project. Buyer understands, acknowledges and agrees that neither Seller nor the Association has made any representations or warranties, either express or implied, about any security measures at the Project and buyer has not relied upon any such representations or warranties.

18. Mediation and Arbitration After Closing.

(a) Mediation. Except with respect to any "Claim" covered pursuant to and/or under the Ko Olina Covenants, which shall be resolved in accordance with the terms thereof, if closing occurs and any dispute or claim arises out of the Sales Agreement or in any way is connected with the design, development, construction, sale, marketing, financing, warranties, or any other activity or matter relating to the Property, between buyer and Seller (a "Dispute"), and the parties to such Dispute are unable to

resolve the Dispute through negotiation, buyer and Seller each agree first to attempt in good faith to settle such Dispute by non-binding mediation conducted in Honolulu, Hawaii. The mediation shall be conducted under the Commercial Mediation Rules of the American Arbitration Association ("AAA") except as may be inconsistent with this section; provided, however, that the parties may agree on the selection of a single mediator instead of having a mediator appointed by AAA, and the parties may agree to use a recognized mediation service other than AAA. The costs for the mediator shall be shared equally by the parties, and each party shall be responsible to pay all other fees and costs, including attorneys' fees, that it incurs in connection with the mediation. At Seller's option, the mediation shall include any of Seller's agents, architects, consultants, engineers, contractors, subcontractors, suppliers, representatives or other third parties (the "Other ADR Parties") as parties.

(b) Arbitration. If closing occurs and the parties are unable to resolve the Dispute through mediation as provided in the preceding section within 30 calendar days after either party's written request to the other to commence the mediation process, then such Dispute shall be decided in Honolulu, Hawaii, by neutral binding arbitration. The arbitration shall be conducted before a single arbitrator acting under the Commercial Arbitration Rules of the AAA, except as may be inconsistent with this section; provided, however, that the parties may agree on the selection of a single arbitrator instead of having an arbitrator appointed by AAA, and the parties may agree to use a recognized arbitration service other than AAA. Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction thereof in accordance with Chapter 658 of the Hawaii Revised Statutes. The costs for such arbitrator shall be shared equally by the parties, and each party shall be responsible to pay all other fees and costs, including attorneys' fees, that it incurs in connection with the arbitration. No punitive damages shall be awarded in any Dispute involving buyer, Seller or any Other ADR Parties. At Seller's option, the arbitration shall include any of the Other ADR Parties as parties.

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

CONDOMINIUM PUBLIC REPORT ON
KAI LANI

EXHIBIT J

SUMMARY OF ESCROW AGREEMENT

Copies of the escrow agreement (the "Escrow Agreement") between the Seller and Island Title Corporation have been submitted to the Real Estate Commission and are available for inspection in the Sales Office of the Seller. The Escrow Agreement, among other things, covers in more detail the following items:

1. All monies received by Escrow under the Escrow Agreement shall be deposited, as directed by Seller, in an interest-bearing account in a federally insured bank or savings and loan institution authorized to do business in the State of Hawaii, and all income therefrom and interest paid thereon shall be credited to the account of Seller, pursuant to agreement between Seller and buyer as set forth in the Sales Agreement.

2. BUYER'S DEPOSITS MAY BE DISBURSED PRIOR TO CLOSING TO PAY FOR CONSTRUCTION COSTS OF THE BUILDINGS IN THE PROJECT AND ARCHITECTURAL, ENGINEERING, FINANCE AND LEGAL FEES AND OTHER INCIDENTAL EXPENSES OF THE PROJECT IF CERTAIN CONDITIONS ARE MET.

3. Disbursements from the buyer's escrow funds shall be made by Escrow in accordance with the Escrow Agreement.

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