CONDOMINIUM PUBLIC REPORT

Prepared &
Issued by: Developer 739 Kinalau LLC
Address 745 Fort Street, Suite 202, Honolulu, Hawaii 96813

ProjectName(*): 739 KINALAU
Address: 739 Kinalau Place , Honolulu, Hawaii 96813

Registration No. 5163

Effective date: August 7, 2003
Expiration date: September 7, 2004

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.

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

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

And
[ ] Supersedes all prior public reports._____
[ ] Must be read together with_____
[ ] This report reactivates the_____
public report(s) which expired on_____

(*) Exactly as named in the Declaration

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-30 286/986/189/1190/892/0197/1098/0800/0203

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

[ ] Required and attached to this report as Exhibit "__"

[X] Not Required - Disclosures covered in this report.

Summary of Changes from Earlier Public Reports:

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

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

[ ] Changes made are as follows:

SPECIAL ATTENTION

This is a CONDOMINIUM PROJECT, not a subdivision. The land area beneath and immediately appurtenant to each unit is designated a *LIMITED COMMON ELEMENT* and is not a legally subdivided lot. The dotted lines on the Condominium Map bounding the designated number of square feet in each limited common element land area are for illustrative purposes only and should not be construed to be the property lines of legally subdivided lots.

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 necessarily been complied with.

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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EXHIBIT J: Agreement for Issuance of Conditional Use Permit Under Section 21-5.380 of the Land Use Ordinance

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: 739 Kinalau LLC
Name
745 Fort Street, Suite 202
Business Address
Honolulu, Hawaii 96813

Phone: (808) 524-4024
(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):

Howard Bilkiss, Ltd., Member

Real Estate Broker*: Howard Bilkiss, Ltd.
Name
745 Fort Street, Suite 202
Business Address
Honolulu, Hawaii 96813

Phone: (808) 524-4024
(Business)

Escrow: Island Title Corporation
Name
1132 Bishop Street, Suite 400
Business Address
Honolulu, Hawaii 96813

Phone: (808) 531-0261
(Business)

General Contractor*: AJ Construction, Inc.
Name
94-065A Waipahu Depot
Business Address
Waipahu, Hawaii 96797

Phone: (808) 678-8505
(Business)

Condominium Managing Agent*: Self Managed by the Association of Apartment Owners
Name

Business Address

Phone: _____
(Business)

Attorney for Developer: Kenneth Wong, Esq.
Name
745 Fort Street, Suite 602
Business Address
Honolulu, Hawaii 96813

Phone: (808) 536-3870
(Business)

* For Entities: Name of corporation, partnership, Limited Liability Partnership (LLP), or 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
[X] Recorded -Bureau of Conveyances: Document No. 2003-090017
Book_____ Page_____
[ ] Filed - Land Court: Document No._____

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

First Amendment to Declaration of Condominium Property Regime and Condominium Map of 739 Kinalau dated July 15, 2003 and recorded in the Bureau of Conveyance as Document No. 2003-148186.

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
[X] Recorded - Bureau of Conveyances Condo Map No. 3574
[ ] Filed - Land Court Condo Map No._____

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

First Amendment to Declaration of Condominium Property Regime and Condominium Map of 739 Kinalau dated July 15, 2003 and recorded in the Bureau of Conveyance as Document No. 2003-148186.

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

The Bylaws for this condominium are:

[ ] Proposed
[X] Recorded - Bureau of Conveyances: Document No. 2003-090018
Book _____ Page_____
[ ] Filed - Land Court: Document No._____

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

First Amendment to Bylaws of the Association of Apartment Owners of 739 Kinalau dated July 15, 2003 and recorded in the Bureau of Conveyance as Document No. 2003-148187.

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

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

	Minimum Set by Law	This Condominium
Declaration (and Condo Map)	75%*	75%
Bylaws	65%	65%
House Rules	—	Majority of Board of Directors

* The percentages for individual condominium projects mav 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:

See attached Exhibit "A"

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 mav 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: 739 Kinalau Place
Honolulu, Hawaii 96813

Tax Map Key (TMK): (1) 2-1-40-31 & (1) 2-1-40-33

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

Land Area: 7,613 [X] square feet [ ] acre(s) Zoning: A-2

Fee Owner: 739 Kinalau LLC
Name
745 Fort Street, Suite 202
Address
Honolulu, Hawaii 96813

Lessor: N/A
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: Three (3) Floors Per Building Two Buildings have two floors. One Building has 3 floors.

   [ ] Exhibit _____ contains further explanations.

3. Principal Construction Material:

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

   [ ] Other_____

4. Uses Permitted by Zoning:

	No. of Apts.	Use Permitted By Zoning	
[X] Residential	3	[X] Yes	[ ] No
[ ] Commercial		[ ] Yes	[X] No
[ ] MixRes/Comm		[ ] Yes	[X] No
[ ] Hotel		[ ] Yes	[X] No
[ ] Timeshare		[ ] Yes	[X] No
[ ] Ohana		[ ] Yes	[X] No
[ ] Industrial		[ ] Yes	[X] No
[ ] Agricultural		[ ] Yes	[X] No
[ ] Recreational		[ ] Yes	[X] No
[X] Other	*	[X] Yes	[ ] No

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

The Declaration permits residential uses and any other uses permitted by the Land Use Ordinances of the City and County of Honolulu.

*Other principal uses permitted by the zoning provisions of the Land Use Ordinances include boarding facilities, consulates, day-care facilities, duplexes, meeting facilities, public uses and structures, elementary, intermediate and high schools, telecommunications antennas and utility installations, Type A.

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: Dogs, cats and customary household pets permitted in reasonable number; provided no commercial breeding or use. No livestock, poultry or other animals.

[ ] Number of Occupants:

[X] Other: Please ask to see 739 Kinalau Rules & Regulations ("House Rules") adopted July 1, 2003 They contain certain prohibitions.

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Units 1,2 & 3

Elevators: -0- Stairways: 1 each Trash Chutes: -0-

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Net Other Area (sf)	(Identify)
Unit 1	1	6/4	2,368	356	Garage
Unit 2	1	3/2 ½	1,317	331	Garage
Unit 3	1	5/3	2,448	424	Garage

Total Number of Apartments: 3

***Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls, excluding the Garage, Lanai and Balcony.**

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:

The outside surfaces of the exterior walls and roof and the bottom surfaces of the footings and foundations of each Dwelling.

Permitted Alterations to Apartments:

See attached Exhibit "B"

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 (see attachment 11a). Developer has elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: 6

	Regular		Compact		Tandem		TOTAL
	Covered	Open	Covered	Open	Covered	Open	
Assigned (for each unit)	2						6
Guest							
Unassigned							
Extra for Purchase							
Others:							
Total Covered & Open:	6		0		0		6

Each apartment will have the exclusive use of at least 2 parking stall(s).
Buyers are encouraged to find out which stall(s) will be available for their use.

[ ] Commercial parking garage permitted in condominium project.

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

8. Recreational and Other Common Facilities:

[X] There are no recreational or common facilities.

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

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

[ ] Other:_____

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):

N/A

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	Yes		
Structures	Yes		
Lot	Yes		

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

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

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

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

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

[X] described in Exhibit "C".

[ ] as follows:

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

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

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

[X] described in Exhibit ___D___.

[ ] as follows:

Note: Reference in said Exhibit D to "Exclusive Use Area" does not mean legally subdivided Lots.

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

[ ] described in Exhibit _____.

[X] as follows:

Unit 1 -33.33%
Unit 2 -33.33%
Unit 3 -33.34%

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 ___E___ describes the encumbrances against the title contained in the preliminary title report dated July 22, 2003 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**
Mortgages	Buyer's interest may be terminated by mortgagee but Buyer shall be entitled to return of his deposit, less escrow cancellation fees. However, in the event the Buyer's deposit is disbursed by Escrow and the lien is foreclosed prior to conveyance to Buyer, Buyer may not be able to recover any 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:

Developer is not providing any warranties to Purchasers of an Apartment but will pass on any warranties contained in Developer's construction contract with Contractor. Contractor's warranty extends for 1 year after substantial completion of any work not conforming to the contract documents.

2. Appliances:

Developer is not providing any warranties to Purchasers of an Apartment but will pass on any manufacturer's or dealer's warranties covering the appliances in the Apartments. Length of warranties may vary.

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

It's estimated that all of the Units in the Project will be completed by November 1, 2003.

H. Project Phase

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):

N/A

IV. CONDOMINIUM MANAGEMENT

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

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

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

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

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

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

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:

[X] None [ ] Electricity (____Common Elements only _____ Common Elements & Apartments)

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

[ ] Water [ ] Sewer [ ] Television Cable

[ ] Other _____

V. MISCELLANEOUS

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

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

[ ] Notice to Owner occupants

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

[X] Escrow Agreement dated July 3, 2003
Exhibit G contains a summary of the pertinent provisions of the escrow agreement.

[ ] Other_____

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

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

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

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

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

A) The Developer delivers to the buyer a copy of:
   1) Either the Final Public Report **OR** the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission; **AND**
   2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
C) 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.
   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) Conditional Use Permit (Minor), 2003/CUP-14 dated April 24, 2003.
   I) Agreement for Issuance of Conditional Use Permit Under Section 21-5.380 of the Land Use Ordinance dated April 30, 2003.

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer or through the developer's sales agent, if any. 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. 0. Box 541, Honolulu, HI 96809, at a nominal cost.

This Public Report is a part of Registration No. 5163 filed with the Real Estate Commission on July 25, 2003.

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

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

C. **Additional Information Not Covered Above**

1. Developer discloses that no reserve study was done in accordance with §514A-83.6, H.R.S., and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

2. The specimen Sales Contract provides in part that Buyer understands the Apartments are being sold without any warranties. The existence of any defect in the Apartments or anything installed thereon shall not excuse the Purchaser's obligation to perform all of his obligations under his contract as long as the Apartment is livable.

3. Pursuant to Sections 16-99-3(g) and 16-99-11(d) Hawaii Administrative Rules ("HAR"), prospective purchasers are hereby advised that Howard Bilkiss, RB 7662, is a managing member of the Developer/Owner and is a current and active Hawaii licensed real estate broker. Further, Mr. Bilkiss is the principal broker of Howard Bilkiss, Ltd., RB 7934. Pursuant to Section 16-99-11(c) HAR, "(n)o licensee shall be allowed to advertise 'For Sale by Owner', 'For Rent by Owner', 'For Lease by Owner', 'For Exchange by Owner'."

4. The Developer is using a performance, materials and mechanics' lien bond issued by a material house, Honsador Lumber Corporation, instead of a bond issued by a surety company. Accordingly, the Developer will not be using purchaser's funds to pay for development or construction costs. Purchaser's funds will be released to the Developer only after the 45-day lien period from notice of completion has run without incident, or all mechanic's and materialmen's liens have been cleared or there are sufficient funds available to cover any such liens that may be filed; or if closing is to occur prior to the expiration of the applicable mechanics' lien period, the Seller shall have provided the purchaser with an owner's title insurance policy with a mechanic's lien endorsement and provided the Real Estate Commission with a release by the general contractor of its lien rights.

5. This Project consists of two adjacent lots that have been jointly developed and treated as one lot for zoning purposes pursuant to and subject to a Conditional Permit (Minor), 2003/CUP-14 dated April 24, 2003 and Agreement for Issuance of Conditional Use Permit under Section 21-5.380 of the Land Use Ordinance (LUO) dated April 30, 2003. Both lots must remain an integral part of the Project.

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-1.6] (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.

739 KINALAU LLC
Printed Name of Developer

By: Howard Bilkiss July 23, 2003
Duly Authorized Signatory* Date

Howard Bilkiss as President of Howard Bilkiss, Ltd., the Managing Member of Developer
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu
Planning Department, City and County of Honolulu

C:\Janice\Clients\739 Kinalau LLC\Condo Docs\Public Report 7-23-03.wpd

*** 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.**

EXHIBIT "A"

DEVELOPER'S RESERVED RIGHTS

The Developer (Declarant) has reserved the following rights to change the Declaration, Condominium Map, By-Laws or House Rules:

1. Paragraph 20 of the Declaration states:

" 20.1 Except as otherwise provided herein, this Declaration may be amended by vote of seventy-five percent (75%) of the Unit Owners, effective only upon the recording of an instrument setting forth such amendment and vote duly executed by such Owners or by the proper officers of the Association. In addition, the approval of eligible holders of first mortgages on Units to which are appurtenant at least 51% of the common interest of the project shall be required for any material amendment to the Declaration or any amendment of a provision for the express benefit of holders or insurers of first mortgages on Units. An eligible holder is a holder of a first mortgage on a Unit which has made a written request to the Association that it receive notices of proposed changes to the Declaration. A material amendment to the Declaration is one which establishes, provides for, governs or regulates any of the following: (1) voting; (2) assessments, assessment liens, or subordination of such liens; (3) reserves for maintenance, repair and replacement of the common elements; (4) insurance or fidelity bonds; (5) rights to use of the common elements; (6) responsibility for maintenance and repair of the project; (7) expansion or contraction of the project for the addition, annexational or withdrawal of property to or from the project; (8) boundaries of any Unit; (9) the interest in the common elements; (10) convertibility of Units into common elements or of common elements into Units; (11) leasing of Units; (12) imposition of any right of first refusal or similar restriction on the right of a Dwelling Owner to sell, transfer or otherwise convey his or her interest in the Unit; or (13) establishment of self management by the Association after professional management has previously been required by any of the mortgage holders.

20.2 Notwithstanding any provision to the contrary in this Declaration, (1) at any time prior to the first filing in the Recording office of a conveyance of a Unit, the Declarant may amend this Declaration (including all exhibits) and the By-Laws in any manner, without the consent of any Unit purchaser; and (2) at any time thereafter, the Declarant may amend this Declaration (and when applicable, the Condominium Map) to file the "As Built" verified statement required by Section 514A-12 of the Act (i) so long as such statement is merely a verified statement of a registered architect or professional engineer certifying that the final plan thereto filed fully and accurately depicts layout, location, apartment numbers, and the dimensions of an improvement or change in a Unit as built; or (ii) so long as the plans filed therewith involve only immaterial changes to the layout, location, or dimensions of the apartments as built or any change in any apartment number.

20.3 Notwithstanding Paragraph 19.2, the Owner of any Unit shall have the right without the consent or joinder of any other person to amend this Declaration and the Condominium Map to reflect the Changes made to the boundaries of Dwelling Areas in accordance with Paragraph 19.3. Promptly upon completion of such Changes, the Owner of the

changed Unit or boundary, as the case may be, shall duly record with the Recording Office an amendment to this Declaration and to the Condominium Map, together with a complete set of the floor plans of the Project as so altered, certified as built by a registered architect or professional engineer. All existing Unit Owners and all future Unit Owners and their mortgagees, by accepting an interest in a Unit, shall be deemed to have given each Unit Owner a Power of Attorney to execute an amendment to the Declaration solely for the purpose of describing the changes to his respective Unit on the Declaration so that each Unit Owner shall hereafter have a Power of Attorney from all the other Unit Owners to execute such amendment to the Declaration. This Power of Attorney shall be deemed coupled with each Owner's interest in his Unit (including his common interest) and shall be irrevocable."

EXHIBIT "B"

PERMITTED ALTERATIONS TO APARTMENTS.

1. Paragraph 19.1 of the Declaration of Condominium Property Regime of 739 Kinalau ("Declaration") states:

"Changes to Units. Notwithstanding anything to the contrary contained in this Declaration, each Unit Owner shall have the right at his sole option at any time and from time to time without the consent of anyone other than the holders of all mortgage liens affecting his Unit, to improve, renovate, remodel, make additions to, enlarge, remove, replace or restore the improvements to or in his Unit or portions thereof or to make additional improvements upon the Dwelling Area appurtenant to the Unit (the foregoing are referred to collectively as "Changes" and singly, as a "Change") subject to the following conditions:

(a) Building plans for any Change shall be prepared by a licensed architect or professional engineer and all construction shall be undertaken in accordance with such plans, and shall comply with all governmental laws, ordinances, rules and regulations.

(b) If required by County Building Laws, then the Owner making the change shall first obtain any requisite building permit.

(c) Any Change to a Unit cannot extend beyond the Dwelling Area which is appurtenant to the Unit.

(d) No Change to a Unit will be made if the effect of such Change would be to exceed the Unit's "proportionate share of the total allowable lot area coverage for the Land" or the number of dwelling units permitted on the Land, as permitted under the zoning and building codes applicable to the Land in effect when the Change is to be made (collectively, the "Land Use Ordinance"). A Unit's proportionate share of the total allowable lot area coverage for the Land shall be calculated by multiplying the Unit's common interest by the total allowable lot area coverage for the entire Land in the Project. For example, if the total lot area coverage for the entire Land in the project is 2,000 square feet and the common interest for Unit 1 is 33.33%, then Unit 1's proportionate share of the total allowable lot area coverage for the Land in the Project is 666.60 square feet (2,000 square feet x .3333).

(e) Any such Change shall be at the expense of the Unit Owner making the Change and shall be expeditiously made and in a manner that will not unreasonably interfere with the other Unit Owner's use or enjoyment of his Unit, the common elements or the Unit's appurtenant limited common elements.

(f) During the entire course of such construction, the Unit Owner making such Change will cause to be maintained at his expense builder's all-risk insurance in an amount not less than the estimated cost of construction. At the request of the Association, the Association shall be named as an additional insured and, evidence of such insurance shall be deposited with the Association.

(g) The Unit Owner making the Change shall have the right to utilize, relocate and realign existing and/or to develop additional, central and appurtenant installations for services to the Unit affected by such Change for electricity, sewer and other utilities and services and when applicable, to add, delete, relocate, realign, designate and grant easement and rights-of-way over, under and on the common elements as necessary or desirable in connection therewith; provided that the same shall not cause any substantial interruption in the service of such utilities to any other Unit Owner.

(h) If the consent or joinder of another Unit Owner to any Change, including obtaining building permits is required by the Act, then each Unit Owner hereby consents in advance to give such consent or join any such application for such Change, provided that all such expenses relating to the change shall be borne by the Owner making the Change.

(i) Each and every conveyance, lease and mortgage or other lien made or created on any Unit and all common interests and other appurtenances thereto shall be subject to the provisions of this paragraph 19 and any lease of an Exclusive Use Area shall reserve to all Owners the rights set forth in this paragraph 19."

EXHIBIT "C"

COMMON ELEMENTS. Paragraph 4 of the Declaration designates certain portions of the Project as "common elements", including specifically but not limited to:

4.1 The Land in fee simple;

4.2 The Concrete Pavement Driveway, labeled as Common Element, as shown on the Condominium Map;

4.3 The Walkway, labeled as Common Element, as shown on the Condominium Map;

4.4 The Drains, labeled as Common Element, as shown on the Condominium Map;

4.5 The Retaining Wall with Railing, labeled as Common Element, as shown on the Condominium Map;

4.6 All other portions of the Land and improvements not specifically heretofore designated as Dwellings, but which are intended for common use and all other devices and installations existing for or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Property Regime.

EXHIBIT "D"

LIMITED COMMON ELEMENTS. Paragraph 5 of the Declaration designates:

Certain parts of the common elements, herein called the "Limited Common Elements", are hereby designated and set aside for the exclusive use of each Unit, and each Unit shall have appurtenant thereto exclusive easements for the use of such limited common elements. Unless otherwise specified, all costs of every kind pertaining to each limited common element, including, but not limited to, costs of landscaping, maintenance, repair, replacement and improvement, shall be borne by the Unit to which it is appurtenant. The limited common elements so set aside and reserved are as follows:

(a) The site on which Unit 1 is located, consisting of the land beneath and immediately adjacent to Unit 1, as shown and delineated on the Condominium Map as "Exclusive Use Area Unit 1" (including the airspace above such site), is for the exclusive benefit of Unit 1.

(b) The site on which Unit 2 is located, consisting of the land beneath and immediately adjacent to Unit 2, as shown and delineated on the Condominium Map as "Exclusive Use Area Unit 2" (including the airspace above such site), is for the exclusive benefit of Unit 2.

(c) The site on which Unit 3 is located, consisting of the land beneath and immediately adjacent to Unit 3, as shown and delineated on the Condominium Map as "Exclusive Use Area Unit 3" (including the airspace above such site), is for the exclusive benefit of Unit 3.

(d) Each of Units 1 and 2 have sewer laterals and Unit 3 has a sewer line, as shown and delineated on the Condominium Map, as limited common elements for the exclusive use and benefit of Units 1, 2 and 3, respectively.

(e) Units 1 and 2 have a sewer line, as shown and delineated on the Condominium Map, as limited common elements for the exclusive use and benefit of Units 1 and 2.

(f) Each of Units 1, 2 and 3 has a water line, as shown and delineated on the Condominium Map, as a limited common element for the exclusive use and benefit of Units 1, 2 and 3, respectively, with the water meters belonging to the Board of Water Supply of the City and County of Honolulu.

(g) Units 1 and 2 have a landscape divider and boundary marker or fence along their boundary, as shown and delineated on the Condominium Map, as a limited common element for the exclusive use and benefit of Units 1 and 2.

(h) Units 2 and 3 have a landscape divider and boundary marker or fence along their boundary, as shown and delineated on the Condominium Map, as a limited common

element for the exclusive use and benefit of Units 2 and 3.

(i) Unit 1 has a CRM Wall, as shown and delineated on the Condominium Map, as a limited common element for the exclusive use and benefit of Unit 1.

(j) Unit 2 has an existing Rock Wall with Fence, as shown and delineated on the Condominium Map, as a limited common element for the exclusive use and benefit of Unit 2.

(k) Unit 3 has fences, as shown and delineated on the Condominium Map, as limited common elements for the exclusive use and benefit of Unit 3.

(l) Each Unit shall have a mailbox, as shown on the Condominium Map, appurtenant to it and reserved for its exclusive use and benefit which shall be designated with that Unit's address.

(m) Unit 1 has a CRM Wall with Chain Link Fence, as shown and delineated on the Condominium Map, as a limited common element for the exclusive use and benefit of Unit 1.

Note: The "Exclusive Use Areas" herein described are not legally subdivided lots.

EXHIBIT "E"

ENCUMBRANCES AGAINST TITLE

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

2. Condominium Map No. 3574, recorded in the Bureau of Conveyances of the State of Hawaii.

3. Covenants, conditions, restrictions, reservations, agreements, obligations, easements and other provisions set forth in the Declaration of Condominium Property Regime of 739 Kinalau dated May 9, 2003, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2003-090017 (Project covered by Condominium Map No. 3574), as amended by that First Amendment to Declaration of Condominium Property Regime and Condominium Map of 739 Kinalau dated July 15, 2003 and recorded with said Bureau as Document No. 2003-148186.

4. Terms and provisions contained in the By-Laws of the Association of Apartment Owners of 739 Kinalau dated May 9, 2003, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2003-090018, as amended by that First Amendment to By-Laws of the Association of Apartment Owners of 739 Kinalau dated July 15, 2003, recorded in said Bureau as Document No. 2003-148187.

5. Mortgage to secure an indebtedness of $660,000.00

Mortgagor	:	739 Kinalau LLC, a Hawaii limited liability company
Mortgagee	:	Bank of Hawaii, a Hawaii corporation
Dated	:	January 7, 2003
Recorded	:	Bureau of Conveyances, State of Hawaii, As Document No. 2003-004577

AMENDMENT TO MORTGAGE AND TO ASSIGNMENT

Dated	:	April 18, 2003
Recorded	:	Document No. 2003-076234

Re: Amount of loan has been increased by $340,000.00

6. ASSIGNMENT OF SALES CONTRACTS AND SALES PROCEEDS

Dated	:	January 7, 2003
Recorded	:	January 10, 2003 Document No. 2003-004578
Assignor	:	739 Kinalau LLC, a Hawaii limited liability company
Assignee	:	Bank of Hawaii, a Hawaii corporation

AMENDMENT TO MORTGAGE AND ASSIGNMENT

Dated	:	April 18, 2003
Recorded	:	Document No. 2003-076234

7 Financing Statement

Debtor	:	739 Kinalau LLC, a Hawaii limited liability company
Secured Party	:	Bank of Hawaii, a Hawaii corporation
Recorded	:	January 10, 2003, in the Bureau of Conveyances, State of Hawaii, as Document No. 2003-004579

8. Conditional Use Permit (Minor), 2003/CUP-14, issued by the City and County of Honolulu and dated April 24, 2003.

9. Agreement for Issuance of Conditional Use Permit Under Section 21-5.380 of the Land Use Ordinance (LUO) made by 739 Kinalau LLC dated April 30, 2003 and recorded in said Bureau as Document No. 2003-082931.

EXHIBIT F

SUMMARY OF PERTINENT PROVISIONS OF SALES CONTRACT

Developer has filed a specimen Deposit Receipt and Sales Contract ("Sales Contract") with the Hawaii Real Estate Commission, which contains certain pertinent provisions summarized as follows:

I.4.a & I.5.c. CONDOMINIUM DOCUMENTS. By closing the purchase of the Apartment, Buyer has examined and approves the form of the Apartment Deed, Declaration of Condominium Property Regime of 739 Kinalau as amended ("Declaration"), By-Laws, Escrow Agreement, Final Public Report, Condominium Map, Rules and Regulations of 739 Kinalau and any amendments to such documents or plan. The Condominium Map is intended to show only the layout, location, apartment numbers and dimensions of the apartments and is not intended to be and is not a representation, warranty or promise to Buyer.

I.4.b. MODIFICATION OF DOCUMENTS. Developer can make certain modifications to the Declaration, By-Laws, Condominium Map and Apartment Deed provided no modification shall (1) increase Buyer's share of the common expenses, (2) increase the cost of the property covered thereby, (3) require a substantial physical change of the building in which the Apartment is situated, (4) reduce the obligations of Seller for common expense on unsold apartments; or (5) substantially impair or modify any of the obligations given or undertaken by Seller.

I.5.a. NO WARRANTIES. Seller is making no warranties, express or implied (including warranties of merchantability, habitability, workmanlike construction or fitness for a particular purpose), regarding the Apartments, common elements, or Project, fixtures, appliances, furnishings, consumer items in the Apartments or anything connected with the Project. Developer's construction contract with the contractor for the Project contains a provision that for a period of one year after the date of substantial completion of work or any designated portion thereof, contractor shall correct any work not conforming to the contract documents.

If Buyer gives Developer written notice of any problem covered by contractor's warranty, Developer will pass on said notice to contractor along with a written notice asking contractor to correct the problem.

Developer will transfer to Buyer any manufacturer's or dealer's warranties that can be transferred covering any furnishings, fixtures, appliances or consumer products in the Apartment.

Developer is not acting as a warrantor or co-warrantor but is only attempting to pass on the benefits of contractor's, manufacturer's or dealer's warranties.

I.5.b. ACCEPTANCE OF APARTMENT. Developer or contractor may ask Buyer to inspect the Apartment before Closing. Buyer agrees to accept possession of the Apartment even if Buyer has not inspected the Apartment prior to Closing.

I.5.e.(6). LIQUIDATED DAMAGES. In the event Buyer alleges that Seller violated any federal or state disclosure laws or regulations (including the Hawaii Condominium Act and federal and state securities law), Buyer's only remedy will be to sue for a refund of the purchase price and closing costs actually paid plus interest at 12% per annum from the date of closing until the date of repayment. If Buyer is successful, this remedy will constitute liquidated damages and Buyer cannot claim damage for changes to the Apartment, maintenance fees, real property taxes, mortgage fees and interest on the mortgage or any other damages.

I.3; I.6.;I.9. SELLER'S RIGHT TO CANCEL In addition to any other rights of cancellation reserved to Seller, if (a) Buyer's deposit check is returned for insufficient funds, (b) Buyer intends to obtain financing and fails to meet the deadlines regarding applying for financing or to obtain an irrevocable written commitment for an adequate loan within 20 days of the acceptance of the Sales Contract by Seller, (c) Buyer intends to pay all cash and fails to provide proof of ability to pay within 5 days after Seller accepts the Sales Contract, or (d) Buyer should die prior to Closing, or (e) Buyer shall default or fail to perform other obligations under the Contract and is not cured within 5 days of Seller's notice to Buyer, Seller reserves the right to cancel the Sales Contract and return Buyer's check or payments, without interest and less the processing and cancellation fee imposed by Escrow Agent and any other actual expenses incurred by reason of Buyer's execution of the Sales Contract.

I.6.d. BUYER'S RIGHT TO CANCEL Buyer has the right to cancel a binding Sales Contract at any time prior to the earlier of (1) the conveyance of an apartment to Buyer or (2) midnight of the thirtieth (30th) day following the receipt of the Final Public Report unless Buyer waives his right to cancel in writing prior to such time. Buyer also has the right to rescind the Sales Contract pursuant to HRS §514A-63.

I.7.d. CLOSING COSTS. Buyer shall pay all closing costs. Real property taxes, assessments paid and insurance shall be prorated as of the Closing.

I.8. SUBORDINATION. Buyer acknowledges that Seller may obtain a loan and grant a mortgage covering Seller's interest in the Project land and the Project, including the Sales Contract. Buyer acknowledges and agrees that all security interests obtained by a lender in connection with such loan 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 Apartment covered by the Sales Contract, prior to and superior to any and all liens or charges on the Project arising from the Sales Contract. Buyer hereby expressly waives, relinquishes and subordinates the priority or superiority of any lien under the Sales Contract in favor of the lien or charge on the Project of the security interests of lender.

I.9. & 5 & 10.g. DEFAULT. Time is of the essence of the Sales Contract, and if the Sales Contract is binding and Buyer shall default in any payment when required or fail to perform any other obligations required of Buyer and shall fail to cure such default within five (5) days after receipt of written notice thereof from Seller, Seller may, at Seller's option, terminate

the Sales Contract by written notice to Buyer. In the event of such default, the parties hereto understand and agree that the sums paid by Buyer prior to such default shall belong to Seller as liquidated damages. In addition, Buyer shall pay all fees for documents that have been prepared in connection with Buyer's proposed purchase of the Apartment. Seller may also pursue any other remedy at law or in equity for specific performance or damages, and all costs, including attorneys' fees, incurred by reason of default by Buyer shall be borne by Buyer.

THIS EXHIBIT CONTAINS ONLY SUMMARIES OF CERTAIN PERTINENT PROVISIONS CONTAINED IN THE DEPOSIT RECEIPT AND SALES CONTRACT. PROSPECTIVE OWNERS SHOULD READ AND UNDERSTAND ALL OF THE PROVISIONS IN THEIR ENTIRETY CONTAINED IN THE AFORESAID DOCUMENT.

EXHIBIT "G"

SUMMARY OF THE MATERIAL PROVISIONS OF THE ESCROW AGREEMENT

Summary of the Condominium Escrow Agreement between the Developer and Island Title Corporation.

1. All deposits will be paid to Escrow. A copy of each Sales Contract and all payments made to purchase an Apartment shall be turned over to the Escrow Agent.

2. Refunds. A Buyer shall be entitled to a return of his funds, and Escrow shall pay such funds to such Buyer, without interest, in accordance with the Sales Contract if any of the following has occurred:

(a) Developer and the purchaser shall have requested Escrow in writing to return to purchaser the funds of purchaser held hereunder by Escrow; or

(b) Developer shall have notified Escrow of Developer's exercise of the option to cancel or rescind the sales contract pursuant to any right of cancellation or rescission provided therein or otherwise available to Developer; or

(c) With respect to a purchaser whose funds were obtained prior to the issuance of the Final Report, the purchaser has exercised his right to cancel the contract pursuant to Section 514A-62, Hawaii Revised Statutes, as amended; or

(d) A purchaser has exercised his right to rescind the contract pursuant to Section 514A-63, Hawaii Revised Statutes, as amended.

(e) Any circumstances, the occurrence or nonoccurrence which by law entitles Buyer to a refund.

Upon such refund, Escrow Agent shall be entitled to a reasonable fee equal to $50.00 or a fee commensurate with the work done by Escrow prior to cancellation.

3. Requirements Prior to Disbursement of Buyer's Funds. Escrow Agent shall make no disbursements of Buyer's funds, pursuant to paragraph 7 of the Escrow Agreement until Buyer's apartment deed is recorded in the Bureau of Conveyances of the State of Hawaii.

4. Purchaser's Default. Seller must notify Escrow in writing if Purchaser defaults, and must certify that Seller has cancelled the Purchaser's Sales Contract. After such cancellation Escrow will treat the Purchaser's funds less Escrow's cancellation fees as belonging to the Seller.

EXHIBIT "H"

ESTIMATED MAINTENANCE FEES AND
DISBURSEMENTS FOR COMMON ELEMENTS
For Period April 1, 2003 to July 31, 2004
As Prepared by Developer

Estimated Annual Disbursements:

1/	Water	$-0-
1/	Sewer	$-0-
1/	Electricity	$-0-
2/	Fire Insurance	$-0-
	Fidelity Bond	$-0-
3/	Reserves	$-0-
	Management Fee	$-0-
	Administrative Expenses	$-0-
4/	Common Driveway and other Common Element Maintenance	$-0-
	TOTAL ANNUAL DISBURSEMENTS	$-0-

Estimated Monthly Disbursements: $-0-

Estimated Monthly Maintenance Fee for Each Apartment: $-0-

Notes:

1/ Electricity, water and sewer serving each Apartment will be separately metered and charged for each Apartment. The common elements do not have separate utility charges.

2/ Section 514A-86, Hawaii Revised Statutes, requires the Association of Apartment Owners to purchase fire insurance to cover the improvements of the Project, and that premiums be common expenses. Developer anticipates that the Association will elect to permit individual apartment owners to obtain and maintain separate policies of fire insurance and name the Association as an additional insured. In such case, fire insurance premiums will be the responsibility of individual apartment owners and not common expenses.

3/ Developer discloses that no reserve study was done in accordance with §514A-83.6, HRS, and the replacement reserve rules, Subchapter 6, Title 16, Chapter 107, Hawaii Administrative Rules, as amended.

4/ All the owners will equally share the cost of maintenance and repair of the Common Element "Concrete Pavement Driveway," and other common elements as shown on the Condominium Map, when such maintenance and repair becomes necessary.

The Developer certifies that the maintenance fees and disbursements as estimated by the Developer is based on generally accepted accounting principles.

Dated: July 23, 2003

739 Kinalau LLC,
a Hawaii limited liability company
By Its Managing Member

Howard Bilkiss, Ltd.

By _____
Howard Bilkiss
Its President

"Developer"

C:\Janice\Clients\739 Kinalau LLC\Condo Docs\CPR-Ex A-H.1. (7-17-03).wpd

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU
650 SOUTH KING STREET • HONOLULU, HAWAII 96813
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JEREMY HARRIS
MAYOR

ERIC G. CRISPIN, AIA
DIRECTOR

BARBARA KIM STANTON
DEPUTY DIRECTOR

2003/CUP-14 (JM)

PERMIT	:	Conditional Use Permit (Minor)
File Number	:	2003/CUP-14
Applicant/ Landowner	:	739 Kinalau, LLC
Agent	:	Howard Bilkiss
Location	:	739 Kinalau Place and 1312 Freeland Place - Kewalo
Tax Map Key	:	2-1-40: 31 and 33
Zoning	:	A-2 Medium Density Apartment District
Date Received	:	April 11, 2003
Date Accepted	:	April 17, 2003

The Conditional Use Permit (Minor) application for joint development is ***APPROVED***, subject to the following conditions:

1. **Prior to issuance of a building permit,** the applicant shall:

   a. Submit a **certified copy of the deed** transferring fee ownership of Parcel 33 to 739 Kinalau LLC;

   b. Submit an **executed joint development agreement for review and approval by the Director of Planning and Permitting**. The submitted agreement shall include exhibits describing the lots to be jointly developed as they are recorded with the Bureau of Conveyances; and

   c. **File the *approved* agreement with the Bureau of Conveyances**. Proof of such filing shall be in the form of a copy **certified** by the appropriate agency and shall be submitted to the Department of Planning and Permitting (Zoning Regulations and Permits Branch)

(NOTE: DO NOT RECORD THE JOINT DEVELOPMENT AGREEMENT PRIOR TO REVIEW AND APPROVAL BY THE DIRECTOR OF PLANNING AND PERMITTING.)

EXHIBIT "I"

2. All lots or parcels identified in the exhibits of the approved joint development agreement shall be considered to be one zoning lot.

3. This application has only been reviewed and approved pursuant to the provisions of Section 21-5.380, and development shall comply with all other provisions of the Land Use Ordinance.

4. Approval of this Conditional Use Permit shall not be construed as approval of any building/sign permit application; such applications are reviewed separately and shall comply with applicable codes and regulations.

5. This approval may be revoked by the Director of Planning and Permitting when there is a breach of any of the conditions stated above; provided that, for good cause, the Director may amend the above conditions.

Doc. No. 215585

THIS COPY, WHEN SIGNED BELOW, IS NOTIFICATION OF THE ACTION TAKEN.

Elizabeth Chu for	Director	April 24, 2003
SIGNATURE	TITLE	DATE

This approval does not constitute approval of any other required permits, such as building or sign permits.

I hereby certify that this is a true copy from the records of the Bureau of Conveyances, as 2003-092971.

S. Okamoto

Registrar of Conveyances
Assistant Registrar, Land Court
State of Hawaii

LAND COURT | REGULAR SYSTEM

AFTER RECORDATION RETURN BY MAIL ( ) PICKUP ( ):

ITC 217446

This document contains 6 pages

TMK: (1) 2-1-40-31 & TMK: (1) 2-1-40-33

AGREEMENT FOR ISSUANCE OF CONDITIONAL USE PERMIT UNDER SECTION 21-5.380 OF THE LAND USE ORDINANCE (LUO)

THIS INDENTURE, made this 30th day of April, 2003, by **739 KINALAU LLC**, a Hawaii limited liability company, whose address is 745 Fort Street, Suite 202, Honolulu, Hawaii 96813, fee simple owner of those certain parcels of land described in Exhibits "A-1" and "A-2", attached hereto and made a part of hereof, being hereinafter referred to as **"Declarant."**

WITNESSETH:

WHEREAS, Section 21-5.380 of the Land Use Ordinance (LUO) provides that if an owner or owners of adjacent lots believe that joint development of their property would result in more efficient use of their land, they may apply for a Conditional Use Permit to allow such development and to treat said lots as one (1) for zoning purposes; and

WHEREAS, LUO Section 21-5.380 requires an applicant for a Conditional Use Permit to submit to the City and County of Honolulu ("City") an agreement binding himself and

EXHIBIT "J"

his successors in title to maintain a proposed development so that conformity with applicable zoning regulations will be assured; and

WHEREAS, Declarant proposes to develop all those parcels of land described in Exhibits "A-1" and "A-2", attached hereto, in accordance with the zoning regulations, in the belief that said proposed development would result in a more efficient use of said parcels; and

WHEREAS, Declarant desires to avail itself of the benefits of LUO Section 21-5.380, and hereby makes application for the issuance of a Conditional Use Permit pursuant thereto.

NOW, THEREFORE, Declarant hereby covenants and makes the following Declarations:

1. This Agreement is made pursuant to and in compliance with the provisions of LUO Section 21-5.380, relating to joint development of two (2) or more adjacent lots, the terms of which Section shall be effective when the Director of Planning and Permitting of the City and County of Honolulu approves development of those parcels of land described in Exhibits "A-1" and "A-2", and issues a Conditional Use Permit therefor.

2. Declarant agrees to develop in accordance with all other provisions of the zoning regulations.

3. Declarant agrees to file copies of this Agreement and the attachments referred to herein each time the Declarant or its successors, or permitted assigns or agents, files an application for a building permit for any structure within the real property which is the subject of this Agreement.

4. Declarant agrees that all of said parcels of land described in Exhibits "A-1" and "A-2" shall at all times remain an integral part of said development.

5. Failure to develop substantially in accordance with said Agreement and the zoning regulations shall constitute grounds for the City to revoke or suspend any building permits issued hereunder.

6. Failure to maintain the development in accordance with this Agreement shall constitute grounds for the City to revoke or suspend the Conditional Use Permit issued pursuant to this Agreement.

7. This Agreement shall not be amended, terminated, extinguished or canceled without the express written approval of the Director of Planning and Permitting of the City and County of Honolulu, State of Hawaii.

8. The City and County of Honolulu, State of Hawaii, shall have the right to enforce this Agreement and the conditions contained herein by appropriate action at law or suit in equity against the Declarant and any persons claiming an interest in such property.

9. This Agreement shall run with the land and shall bind, inure to the benefit of, and constitute notice to the respective successors, grantees, assignees, mortgagees, lienors, and any other person who claims an interest in such property, of the parties hereto.

DECLARANT

739 KINALAU LLC
By Its sole managing member
Howard Bilkiss, Ltd.

By _____
Howard Bilkiss
Its President

C:\Janice\Clients\739 Kinalau LLC\Condo Docs\Ul Development Agmt 4-30-03.wpd

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 30th day of April, 2003, before me appeared HOWARD BILKISS, to me personally known, who being by me duly sworn, did say that he is the President of Howard Bilkiss, Ltd., a Hawaii corporation, the corporation that executed the foregoing instrument, and known to me to be the person who executed the foregoing instrument on behalf of said company, said corporation, being the sole managing member of 739 KINALAU LLC, a Hawaii limited liability company that executed the foregoing instrument, and acknowledged to me that such corporation executed the same for the purposes and consideration therein expressed.

Janice Chang
Janice Chang
Notary Public, State of Hawaii

My Commission expires: 11/9/2006

L.S.

EXHIBIT A-1

That certain parcel of land situate on the South side of Kinalau Place, formerly Lunalilo Street, Kewalo, City and County of Honolulu, State of Hawaii, being a portion of Lot 501, Royal Patent Grant 3517 to J. Lazarus, and being more particularly described as follows;

Beginning at a point at the Northeast corner of this lot on the South side of Kinalau Place, the coordinates of said point referred to a City and County Survey Street Monument near the South corner of Kinau and Alapai Streets being 84.82 feet North and 568.94 feet East and running by true azimuths:

1.	21°	10'	128.65	feet along fence along Lots 6 and 5;
2.	110°	31'	40.00	feet along fence along the remainder of Lot 501, Royal Patent Grant 3517 to J. Lazarus;
3.	198°	52'	104.10	feet along fence along Lot 9;
4.	261°	34'	50.80	feet along stonewall along the South side of Kinalau Place to the point of beginning and containing an area of 4,920 square feet, more or less,

Being the premises acquired by 739 Kinalau LLC by Warranty Deed dated November 18, 2002, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2003-004576.

SUBJECT HOWEVER, to the following:

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

End of Exhibit A-1

EXHIBIT "A-2"

That certain parcel of land (portion of the land described in and covered by Royal Patent Grant Number 3506 to J. Lazarus) being a PORTION OF LOT NUMBER FIVE HUNDRED TWO (502), situate, lying and being between Kinau and Lunalilo Streets, at Kewalo, City and County of Honolulu, State of Hawaii, and being more particularly described as follows.

Beginning at a pipe at the South corner of this lot, being also the East corner of Lot 1, on the Northwest side of a 7 foot lane, the co-ordinates of said pipe referred to a City and County Survey Street Monument near the South corner of Kinau and Alapai Streets being 68.77 feet South and 546.89 feet East and running by true azimuths:

1.	110°	43'	34.9	feet along fence along Lot 1;
2.	201°	10'	78.0	feet along fence along Lot 501, R. P. Gr. 3517 to J. Lazarus and Lot 8;
3.	292°	53'	34.8	feet along fence along Lot 6 to a pipe.
4.	21°	06'	76.7	feet along the Northwest side of a 7 foot lane to the point of beginning and containing an area of 2,693 square feet, more or less.

Being the premises acquired by 739 Kinalau LLC by Warranty Deed with Covenants, Conditions, Restrictions and Encumbrances dated April 10, 2003 and recorded in the Bureau of Conveyances as Document No. 2003-076233.

SUBJECT TO:

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

End of Exhibit "A-2"