CONDOMINIUM PUBLIC REPORT

Prepared & Issued by:

Developer LA-Kapolei II, LLC
Business Address 4921 Birch Street, Suite 100, Newport Beach, California 92660
Project Name(*): KAPOLEI SPECTRUM II BUSINESS PARK
Address: 1042 Munu Street, 2047 and 2075 Lauwiliwili Street, Kapolei, Hawaii 96707

Registration No. 5933

Effective date: January 7, 2008
Expiration date: February 7, 2009

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.

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

_X_ **SUPPLEMENTARY: (pink)** This report updates information contained in the:
[ ] Preliminary Public Report dated: _____
[X] Final Public Report dated: December 22, 2006
[ ] Supplementary Public Report dated: _____

And [X] 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 586-2643 to submit your request.

FORM: RECO-30 286/986/189/1190/892/0197/1098/0800/0203/0104/0107

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

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

Summary of Changes from Earlier Public Reports:

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

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

[X] Changes made are as follows:

1. Sections II.A. (p.6), II.B. (p.6), III.C.6. (p.11), III.D.E.(p.14) and Exhibit "D" to reflect the Third Amendment to Declaration of Condominium Property Regime of Kapolei Spectrum II Business Park and Condominium Map ("Third Amendment to Declaration"). The Third Amendment to Declaration was done to reflect certain changes in the apartment areas, the resulting changes in the common interests appurtenant to all apartments in the Project, the approximate combined net square footage of the apartment and the limited common element load and the reallocation of the number of parking stalls that each apartment shall have the nonexclusive use of in the Project.

2. As a result of changes in certain apartment areas and the resulting changes in the common interest percentage set forth in the Amendment, the updated estimated initial maintenance fees and maintenance fee disbursements are reflected in the attached Exhibit "H".

3. An updated title report was ordered and is attached as Exhibit "G". The date of such report is noted in Section III.E. (p.14). Exhibit "G" was amended to reflect the changes in the updated title report, which includes a reference to the Third Amendment.

4. The specimen Deed Form has been revised to reflect the updated title report attached hereto as Exhibit "G", which includes a reference to the Third Amendment.

5. The specimen Purchase Agreement has been amended as follows:

    a. Section A. to provide for the approximate limited common element electrical utility room net floor area and the approximate combined apartment net floor area and limited common element load.

    b. Section C.1.c. to clarify that start up fees to be paid to the association are non-refundable and non-transferable.

    c. Section C.1.d. to clarify when Purchaser is in default under the terms of Section C.1.d. and the procedure for Seller to cancel the Purchase Agreement in such event of Purchaser's default.

6. The Department of Planning and Permitting of the City and County of Honolulu has approved the issuance of superstructure building permits for the construction of all seventeen (17) buildings comprising the Project. The superstructure permits are awaiting issuance and only the clerical processing of such permits remains to be done.

-NOTE:- The Developer has submitted to the Real Estate Commission the requisite Construction Contract and 100% performance bond for the Project.

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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 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: LA-Kapolei II, LLC
Name*
4921 Birch Street, Suite 100
Business Address
Newport Beach, California 92660

Phone (949) 752-8199
(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):

Member: LA-Kapolei II MM, LLC
Member: LA-Kapolei II MM-2, LLC
Member: Low & Archibald Real Estate Group, Inc.
By John Low and David P. Archibald

Real Estate Broker*: Colliers Monroe Friedlander, Inc.
Name
220 S. King Street, Suite 1800
Business Address
Honolulu, Hawaii 96813

Phone: (808) 524-2666
(Business)

Escrow: Title Guaranty Escrow Services of Hawaii, Inc.
Name
235 Queen Street, 1st Floor
Business Address
Honolulu, Hawaii 96813

Phone: (808) 521-0211
(Business)

General Contractor*: Maryl Pacific Construction, Inc.
Name
737 Bishop Street, Suite 1560
Business Address
Honolulu, Hawaii 96813

Phone: (808) 545-2920
(Business)

Condominium Managing Agent*: Hawaiiana Management Company, Ltd.
Name
711 Kapiolani Blvd. Suite 700
Business Address
Honolulu, Hawaii 96813

Phone: (808) 593-9100
(Business)

Attorney for Developer: Imanaka Kudo & Fujimoto LLLC
Name
745 Fort Street Tower, 17th Floor
Business Address
Honolulu, Hawaii 96813
Attn: Richard T. Asato, Esq.

Phone: (808) 521-9500
(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
[ ] Recorded -Bureau of Conveyances: Document No _____
Book_____Page_____
[X] Filed - Land Court: Document No. 3398329

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 of Kapolei Spectrum II Business Park and Condominium Map dated December 1, 2006 and filed at said Land Court as Document No. 3522278, Second Amendment to Declaration of Condominium Property Regime of Kapolei Spectrum II Business Park and Condominium Map dated August 17, 2007 and filed in said Land Court as Document No. 3645479 and Third Amendment to Declaration of Condominium Property Regime of Kapolei Spectrum II Business Park and Condominium Map dated November 8, 2007 and filed in said Land Court as Document No. 3685649.

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. 1772

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 of Kapolei Spectrum II Business Park and Condominium Map dated December 1, 2006 and filed at said Land Court as Document No. 3522278, Second Amendment to Declaration of Condominium Property Regime of Kapolei Spectrum II Business Park and Condominium Map dated August 17, 2007 and filed in said Land Court as Document No. 3645479 and Third Amendment to Declaration of Condominium Property Regime of Kapolei Spectrum II Business Park and Condominium Map dated November 8, 2007 and filed in said Land Court as Document No. 3685649.

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. 3398330

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 requirement for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the developer.

The House Rules for this condominium are:

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

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

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

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

* 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:

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 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 Subleasehold:

Leases for 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: 1042 Munu Street, 2047 and 2075 Lauwiliwili Street
Kapolei, Hawaii 96707

Tax Map Key (TMK): (1)9-1-075-022

[ ] Address [ ] TMK is expected to change because_____

Land Area: 11.871 [ ] square feet [X] acre(s) Zoning: I-2

Fee Owner: LA-Kapolei II, LLC
Name

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: 17 Floors Per Building 1

[X] Exhibit "D" contains further explanations.

3. Principal Construction Material:

[X] Concrete [ ] Hollow Tile [ ] Wood

[X] Other: Steel and glass

4. Uses Permitted by Zoning:

		No. of Apts.	Use Permitted By Zoning
[ ]	Residential	___	[ ]Yes [ ]No
[ ]	Commercial	___	[ ]Yes [ ]No
[ ]	Mix Res/Comm	___	[ ]Yes [ ]No
[ ]	Hotel	___	[ ]Yes [ ]No
[ ]	Timeshare	___	[ ]Yes [ ]No
[ ]	Ohana	___	[ ]Yes [ ]No
[X]	Industrial	93	[X]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: Pets are not permitted, except for tropical fish, as set forth in the House Rules. Certified seeing eye dogs, signal dogs and service dogs for physically impaired persons are permitted.

[ ] Number of Occupants:_____

[X] Other: See Exhibit "L", House Rules

[ ] There are no special restrictions.

6. Interior (fill in appropriate numbers):

Elevators: 0 Stairways: 0 Trash Chutes: 0

Apt. Type	Quantity	BR/Bath*	Net Area (sf)**	Net Other Area (sf)	(Identify)
Industrial	93	98 Bathrooms	from approx. 1600-8400 sf.		

Total Number of Apartments: 93

***Only certain apartments shall contain bathrooms. See Exhibit "D" for additional information regarding bathrooms.**

****The Net Living Area is the floor area of the apartment as described in Exhibits "B" and "D."**

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: Not applicable.
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 n/a elected to provide the information in a published announcement or advertisement.

7. Parking Stalls:

Total Parking Stalls: 414

	Regular		Compact		Tandem		
	Covered	Open	Covered	Open	Covered	Open	TOTAL
Guest							
Unassigned**		318		81			399
Extra for Purchase							
Other: Handicapped		15					15
Total Covered & Open:	333		81		0		414

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

* All parking stalls shall be common elements of the Project and each Apartment shall have the nonexclusive right to use a specified number of common element area parking stalls as indicated in Exhibit "D". The enforcement of each Apartment's nonexclusive right to use a specified number of parking stalls will be managed by the condominium managing agent.

[ ] Commercial parking garage permitted in condominium project.

[X] Exhibit "D" 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	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 "E".

[ ] 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 "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 "D".

[ ] 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 November 16, 2007 and issued by Title Guaranty of Hawaii, Inc.

Blanket Liens:

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

[ ] 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**

* The land underlying the Project is encumbered by that certain Mortgage and Fixture Filing for Loan/Account No. 950115065 by and between LA-Kapolei II, LLC, as Mortgagor, and Fremont Investment & Loan, as Mortgagee, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 3494391, and assigned to Istar FM Loan LLC by that certain document filed in said Land Court as Document No. 3634928 (collectively, the "Mortgage"). Developer obtained the loan secured by the Mortgage to finance the construction and further development of the Project. The Mortgage will be a "blanket lien" on the entire project, including all apartments. Upon conveyance of an apartment to a buyer, however, the Mortgage will be released as to the apartment being conveyed. If there is a default and foreclosure of the Mortgage prior to conveyance, the buyer may lose the right to buy the apartment, but will receive its deposit back.

F. **Construction Warranties:**

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

1. Building and Other Improvements:

The Developer does not make any warranties for the Project, but merely passes on the warranties made to it by the general contractor to correct any work found defective within one (1) year after the date of substantial completion of the building of the Project where the defective work was found.

2. Appliances:

None.

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

The Developer estimates that the Project will be completed prior to the end of the first quarter of 2008.

H. **Project Phases:**

The developer [X] has [ ] 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):

In accordance with Article XXI of the Declaration, the Developer has reserved the right to construct and annex additional apartments to the Project, and in accordance with Article XXVII, the Developer has reserved the right to construct the project in two or more phases. Also, in accordance with the Developer's reserved rights in the Declaration, of which a summary is attached as Exhibit "A", there is no guaranty that any improvements in the Project will be developed.

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 Management 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 [ ] the Developer or the Developer's affiliate.
[ ] self-managed by the Association of Apartment Owners [ ] other_____

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

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

THE AMOUNTS SET FORTH IN SAID EXHIBIT "H" ARE ESTIMATES ONLY AND MAY CHANGE FOR REASONS BEYOND THE CONTROL OF THE DEVELOPER. SUCH ESTIMATES ARE NOT INTENDED TO BE AND DO NOT CONSTITUTE ANY REPRESENTATION OR WARRANTY BY THE DEVELOPER, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OF SUCH ESTIMATES.

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 and Apartments)

[ ] Gas (___ Common Elements Only _____Common Elements and Apartments)

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

[ ] Other: _____

V. MISCELLANEOUS

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

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

[ ] 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 January 23, 2006.

Exhibit "J" contains a summary of the pertinent provisions of the escrow agreement.

[X] Other: Apartment Deed. Exhibit "K " contains a summary of the pertinent provisions of the apartment deed.

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

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

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

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

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

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

B) The buyer is given an opportunity to read the report(s); **AND**

C) One of the following has occurred:
   1) The buyer has signed a receipt for the report(s) and waived the right to cancel; or
   2) Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
   3) The apartment is conveyed to the buyer within 30 days from the date the report(s) were delivered to the buyer.

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

A) There is a material change in the project which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; **AND**

B) The buyer has not waived the right to rescind.

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

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

A) Condominium Public Reports issued by the developer which have been given an effective date by the Hawaii Real Estate Commission.
B) Declaration of Condominium Property Regime, 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: _____

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. The Condominium Property Regime law (Chapter 514A, HRS) and the Administrative Rules (Chapter 107) are available online. Please refer to the following sites:

Website to access official copy of laws: www.capitol.hawaii.gov
Website to access unofficial copy of laws: www.hawaii.gov/dcca/hrs
Website to access rules: www.hawaii.gov/dcca/har

This Public Report is a part of Registration No. 5933 filed with the Real Estate Commission on March 6, 2006.

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

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

C. **Additional Information Not Covered Above**

1. **Industrial Use of Apartments**. The Declaration of Condominium Property Regime of Kapolei Spectrum II Business Park (the "Declaration") provides that the Apartments in the Project may be used for industrial purposes. The Project is subject to the Declaration, the Bylaws and the House Rules, as the same may be amended from time to time. FOR INFORMATION REGARDING OWNERS' RIGHTS AND OBLIGATIONS REGARDING THE USE OF THE APARTMENT, PURCHASERS SHOULD READ THE CONDOMINIUM DOCUMENTS, INCLUDING THE DECLARATION, BYLAWS AND HOUSE RULES. There are also other restrictions that may apply. Purchasers should carefully review this condominium public report for particulars.

2. **Apartment Boundaries**. The Second Amendment to Declaration provides that the apartments will include the perimeter walls from the exterior unfinished surface inward. Purchaser is advised that the exterior finished or decorated surface of the perimeter wall is a common element, and accordingly, controlled and maintained by the Association. Purchaser should read Exhibit "B" of this condominium public report and the Second Amendment to Declaration.

3. **Potential Nuisance Disclosures**. The following is a partial list of potential items which Apartment owners and occupants may find objectionable:

   a. **Noise and Odor**. Noises, odors, chemical odors or fumes from the operations of industrial Apartments, including, without limitation, mechanical equipment operations, food manufacturing and processing, repair establishments, automobile service stations and truck terminals.

   b. **Adjacent Properties**. Nuisances arising from adjacent properties and their respective operational issues, such as deliveries, guests, tenants, clients and invitees, and any construction work they may perform time to time.

   c. **Traffic**. Nuisances arising from traffic, including dust, sounds (alarms, engines, etc.) and exhaust fumes.

   This is not a complete list of all potential objectionable matters, and Purchaser acknowledges there may be others. Purchaser releases and indemnifies Seller, its agents, consultants, contractors and employees from any and all liability or claims made by Purchaser, any successor or assigns of Purchaser, or any tenant or guest of Purchaser, arising from all such matters, whether listed above or otherwise.

4. **Parking**. The Declaration provides that all parking stalls are common elements of the Project. Accordingly, each apartment shall have the nonexclusive use of the specific number of common element area parking stalls indicated in the Declaration for such apartment. For further information regarding the use of parking stalls in the Project, Purchaser should read Exhibit "D" of this condominium public report and the Declaration.

5. **Limited Common Elements**. The Second Amendment to Declaration provides that there are electrical utility rooms located within certain apartments and that the electrical utility rooms are limited common elements appurtenant to certain apartments as described in the Second Amendment to Declaration. The cost and expense in connection with the electrical utility rooms shall be the responsibility of the owners of the apartments to which the limited common element electrical utility room is appurtenant. Purchaser should read Exhibit "F" of this condominium public report and the Second Amendment to 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-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.

LA-Kapolei II, LLC,
a Delaware limited liability company

By LA-Kapolei II MM, LLC
a Delaware limited liability company
Its Member

By LA-Kapolei II MM-2, LLC
a Delaware limited liability company
Its Member

By Low & Archibald Real Estate Group, Inc.
a California corporation
Its Member

By _____
David Archibald
Its Authorized Signatory

December 14, 2007
Date

Distribution:

Department of Finance, City & County of Honolulu

Planning Department; City & 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.

EXHIBIT "A"

RIGHTS RESERVED BY DEVELOPER

Among other rights, the Developer will have the following reserved rights with respect to the Project which are more particularly set forth in the Declaration. Capitalized terms have the same meaning ascribed to such terms in the Declaration.

A. **RESERVED RIGHT TO GRANT EASEMENTS.** Developer does hereby reserve the right unto itself, its successors and assigns, to and until December 31, 2027 and in accordance with Article XX of the Declaration, to delete, cancel, relocate, realign, reserve, designate, grant and receive any and all easements and rights of way over, under, through, across or upon the Land, the Common Elements, or involving adjacent parcels of land, deemed necessary or desirable in Developer's sole discretion, including, but not limited to, easements and/or rights of way for utilities, sanitary and storm sewers, cable television, telecommunications systems, refuse disposal, driveways, parking areas and roadways, provided that such easements and/or rights of way shall not be exercised as to unreasonably disturb, impair or interfere with the normal use and enjoyment of the Project by the Apartment Owners.

B. **RESERVED RIGHT TO DEVELOP, CONSTRUCT AND ANNEX ADDITIONAL LAND AND/OR APARTMENTS TO THE PROJECT.** Developer does hereby reserve the right unto itself, its successors and assigns, to and until December 31, 2027, as provided in Article XXI of the Declaration, to modify the present plan of development varying the number of Apartments constructed in the Project in the future; by relocating the footprint of the Building Structures or any future buildings to be constructed on the Project; by modifying, deleting and/or adding Apartment types; and/or by modifying, deleting and/or adding types of Common Element. If Developer is the owner of any two Apartments separated by a party wall, floor or ceiling, Developer shall have the right, without obtaining the approval of any party with an interest in the Project, including any other Owner and/or mortgagee, to consolidate two or more Apartments that are so separated and/or later subdivide such Apartments once consolidated, and/or to alter or remove all or portions of the intervening wall, floor or ceiling at Developer's expense, provided that the structural integrity of the Project is not thereby affected, the finish of the Common Element then remaining is restored to a condition substantially compatible with that of the Common Element prior to such alteration, and all construction activity necessary to any such alteration or removal shall be completed within a reasonable period of time after the commencement thereof, subject to delays beyond the control of the Developer or its contractors. The Developer shall further have the right to convert that area between Apartments to an Apartment for so long as such Apartments shall remain consolidated or shall continue to be commonly used or owned. For any such development, construction and annexation of such additional land and/or Apartments and any related Improvements to the Project to be effective, Developer shall file or caused to be file an amendment to the Declaration and recalculate the Common Interest for all Apartments in the Project.

C. **RESERVED RIGHT TO ALTER, SUBDIVIDE AND CONSOLIDATE APARTMENTS.** Developer does hereby reserve the right unto itself, its successors and assigns, to and until December 31, 2027, as provided in Article XXII of the Declaration, without obtaining the approval of any party with an interest in the Project, including any other Owner and/or mortgagee, to alter the floor plan of any Apartment which it owns at any time provided that the Common Interest appurtenant to the Apartment shall not change, cause the subdivision of any Apartment which it owns at any time to create two or more Apartments provided that the total Common Interest appurtenant to the newly created Apartments shall equal the Common Interest appurtenant to the original Apartment; and convert certain portions of any existing Apartment to Common Element status to facilitate any subdivision provided that the total Common Interest appurtenant to the newly created Apartment(s) shall equal the Common Interest appurtenant to the original Apartment; .without obtaining the approval of any party with an interest in the Project, including any other Owner and/or mortgagee, to consolidate two or more Apartments and to alter or remove all or portions of the intervening wall, floor or ceiling at Developer's expense provided that the structural integrity of the Project is not thereby affected, the finish of the Common Element then remaining is restored to a condition substantially compatible with that of the Common Element prior to such alteration; and all construction activity necessary to any such alteration or removal shall be completed within a reasonable period of time after the commencement thereof, subject to delays beyond the control of the Developer or its contractors. The Developer shall further have the right to convert the area between Apartments to an Apartment for so long as such Apartment shall remain consolidated or shall continue to be commonly used or owned.

D. **RESERVED RIGHT TO MODIFY PROJECT.** Developer does hereby reserve the right unto itself, its successors and assigns, to and until December 31, 2027, as provided in Article XXIII of the Declaration, to effect such modifications to apartments and common elements in the Project and/or to execute, file and deliver any amendments to the Declaration, the Condominium Map as well as the Bylaws and Project Rules as may be necessary or required to effect compliance by the Project and the Association with laws which apply to the Project, including, without limitation, the Americans With Disabilities Act, as amended, 42 U.S.C. §§12101 et seq. and any and all rules and regulations promulgated thereunder.

E. **RESERVED RIGHT TO SUBDIVIDE, AND/OR TO CONSOLIDATE AND RESUBDIVIDE, WITHDRAW LAND AND CONVEY LAND AND/OR APARTMENTS.** Developer does hereby reserve the right unto itself, its successors and assigns, to and until December 31, 2027, as provided in Article XXIV of the Declaration, to subdivide and/or to consolidate and resubdivide and withdraw from the operation of the Declaration, all or any portion of the Land underlying, and Apartments in the Project, and to convey said withdrawn land or Apartment to itself or to a third party as it deems appropriate. The right to subdivide, and/or consolidate and resubdivide and withdraw and convey portions of the Land underlying the Project as provided in this paragraph shall be exercised in accordance with Article XXIV of the Declaration.

F. **RESERVED RIGHT TO AMEND DECLARATION AND TO MODIFY LEGAL DESCRIPTION.** Developer does hereby reserve the right unto itself, its successors and assigns, to and until December 31, 2027, as provided in Article XXV of the Declaration, to execute, file and deliver any amendment to the Declaration, the Condominium Map or the Bylaws as may be necessary or required to accurately reflect the current legal description of the Land underlying the Project after said subdivision or consolidation.

G. **RESERVED RIGHT TO CONVERT COMMON ELEMENTS TO APARTMENTS AND APARTMENTS TO COMMON ELEMENTS.** Developer does hereby further reserve the right unto itself, its successors and assigns, to and until December 31, 2027, as provided in Article XXVI of the Declaration, without obtaining the approval of any party with an interest in the Project, including any other Owner and/or mortgagee, to convert an Apartment to a Common Element of the Project or to convert any Common Element into a separate Apartment of the Project. The right to amend the Declaration and to convert an Apartment to a Common Element of the Project or to convert any Common Element into a separate Apartment of the Project shall be exercised in accordance with Article XXVI of the Declaration.

H. **RESERVED RIGHT TO CONSTRUCT THE PROJECT IN PHASES.** Developer does hereby further reserve the right unto itself, its successors and assigns, to and until December 31, 2027 (or such other date as may be established by the Developer in its sole discretion), as provided in Article XXVII of the Declaration, to develop the Project in two or more phases which may constitute separate project for marketing and sales purposes. In connection with such right Developer shall also have the right to amend the description of any Apartment or buildings described in the Declaration at any time until such time as an Apartment Deed has been filed in said Office covering such Apartment. The right to construct the Project in phases shall be exercised in accordance with Article XXVII of the Declaration.

I. **RESERVED RIGHT TO DEVELOP AND CONSTRUCT OR NOT TO DEVELOP AND CONSTRUCT BUILDINGS AT A LATER TIME OR NOT AT ALL.** Developer does hereby reserve the right unto itself, its successors and assigns, to and until December 31, 2027 (or such other date as may be established by the Developer in its sole discretion), as provided in Article XXVIII of the Declaration, to complete the construction of all buildings and improvements in the Project. The Developer does not represent or warrant that all buildings and improvements described on the Condominium Map will be developed and built, nor shall anything herein require the Developer to develop and build all of the buildings and improvements described in the Condominium Map. Developer shall also have the accompanying right to enter upon the Project to do all things reasonably necessary, desirable or useful for designing, developing and constructing or completing any buildings and improvements connecting the same to utility installations of the Project as then constituted, and selling any Apartment created in any building. The reserved right to develop and construct buildings, or not to develop or construct buildings and improvements at a later time or not at all shall be exercised in accordance with Article XXVIII of the Declaration.

J. **RESERVED RIGHT TO CONDUCT SALES ACTIVITIES.** Developer does hereby further reserve the right, unto itself, its brokers, sales agents and other related persons to conduct extensive sales activities at the Project and from any Apartment owned by the Developer, which shall include, without limitation, showing the Project to potential buyers, the use of model apartments, sales and management offices, permitting potential buyers to stay in apartment owned by Developer and the use of banners, signs or other extensive sales displays and activities in the Project, during the time periods specified in Article XXIX of the Declaration. Such sales activities may include the initial sale and resale of such Apartments. Apartment Owner acknowledges that such sales activities may result in noise, and nuisances, and consent to such activity by Developer, and further waives, releases and discharges any right, claims or actions such party may acquire against Developer, its brokers, sales agent, employees and lender, and their respective successors and assigns as a result of any such activity or activities.

Owner by taking title to an Apartment consents to each of the foregoing reserved rights, and Developer's exercise thereof, and to the recording of any and all documents necessary to effect the same in said Office, including any amendment or amendments to the Declaration, the Condominium Map, the Bylaws, the House Rules and/or the Design Guidelines, as appropriate; agrees to execute, deliver and record such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints the Developer and its successors and assigns and the Association as his attorney-in-fact with full power of substitution to execute, deliver and record such documents and instruments and to do such things on Owner's behalf, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights in accordance with Article XXXI of the Declaration, and shall not be affected by the disability of such party or parties.

Notwithstanding anything stated herein to the contrary, the rights reserved to the Developer herein shall be fully assignable by the Developer in whole or in part, and every Apartment Owner in the Project and all holders of liens affecting any of the Apartments and each and every other party acquiring an interest in the Project or any part thereof, by acquiring such Apartment, lien or other interest, consents to any such assignment by Developer, and, to the extent designated by the Developer, agrees to recognize any assignee as the "Developer" under this Deed. This right shall be exercised as provided in and in accordance with Article XXX of the Declaration.

* * * * *

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL OF THE RIGHTS RESERVED BY THE DEVELOPER UNDER THE CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF SUCH RESERVED RIGHTS, PURCHASER SHOULD REFER TO THE CONDOMINIUM DECLARATION TO DETERMINE THE ACTUAL RIGHTS RESERVED BY THE DEVELOPER. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE CONDOMINIUM DECLARATION, THE CONDOMINIUM DECLARATION WILL CONTROL.

EXHIBIT "B"

BOUNDARIES OF EACH APARTMENT

Capitalized terms have the same meaning ascribed to such terms in the Declaration.

Apartments 105A, 101B, 101C, 107D, 101F, 110G, 101H, 101K, 101L, 102M, 102N, 111Q, 106R and 101S shall be deemed to include: (i) the perimeter walls from the exterior unfinished surface inward, but excluding the Electrical Utility Room located within the Apartments, (ii) all of the walls and partitions that are not load-bearing within its perimeter or party walls, (iii) all pipes, shafts, ducts, pumps, conduits, wires and other utility or service lines running through such Apartment that are utilized for and serve only that Apartment, (iv) the party walls shared with adjacent Apartments and the Electrical Utility Room from the center of such party walls inward, including, the interior decorated or finished surfaces of all of the walls surrounding each Apartment inward and all of the improvements and air space located therein, (v) the interior decorated or finished surfaces of all of the floors and ceilings surrounding each Apartment inward and all of the improvements and air space located therein, (vi) the interior decorated or finished surfaces of any doors, door frames, door closure and/or security devices, door checks, windows, window frames, and window hardware (if any), (vii) all glass windows, (viii) the storefront of each Apartment, and (ix) all appliances, interior hardware, and fixtures installed therein, and replacements therefor; provided, however, that no Apartment Owner shall modify any portion of an Apartment without first obtaining the Board's prior approval if such modification will or is likely to affect the structural integrity of the building in which the Apartment is located. Said Apartments shall not be deemed to include: (i) the Electrical Utility Room, (ii) the perimeter walls from the exterior finished surfaces outward, (iii) the floors and ceilings surrounding each Apartment from the undecorated or unfinished surfaces outward, (iv) the perimeter doors, door frames, windows and window frames and all exterior hardware associated therewith, from the undecorated or unfinished interior surfaces outward, (v) the interior load-bearing walls, partitions, columns, posts, girders, beams and supports, if any, from the undecorated or unfinished surfaces inward, (vi) any pipes, shafts, ducts, pumps, conduits, wires or other utility or service lines that are utilized for or serve more than one Apartment, (vii) any foundation or floor slab within an Apartment and the undecorated or unfinished surfaces thereof, and (viii) the roof of the Building Structures, the same being deemed Common Elements as hereinafter provided.

Apartments 101A, 102A, 103A, 104A, 102B, 103B, 104B, 105B, 106B, 102C, 103C, 104C, 105C, 101D, 102D, 103D, 104D, 105D, 106D, 102F, 103F, 104F, 105F, 106F, 107F, 101G, 102G, 103G, 104G, 105G, 106G, 107G, 108G, 108G, 109G, 102H, 103H, 104H, 105H, 106H, 107H, 108H, 109H, 110H, 102K, 103K, 104K, 105K, 106K, 107K, 102L, 103L, 104L, 105L, 106L, 107L, 108L, 109L, 110L, 101M, 101N, 101Q, 102Q, 103Q, 104Q, 105Q, 106Q, 107Q, 108Q, 109Q, 110Q, 101R, 102R, 103R, 104R, 105R and 102S shall be deemed to include (i) the perimeter walls from the exterior unfinished surface inward, (ii) all of the walls and partitions that are not load-bearing within its perimeter or party walls, (iii) all pipes, shafts, ducts, pumps, conduits, wires and other utility or service lines running through such Apartment that are utilized for and serve only that Apartment, (iv) the party walls shared with adjacent Apartments from the center of such party walls inward, including, the interior decorated or finished surfaces of all of the walls surrounding each Apartment inward and all of the improvements and air space located therein, (v) the interior decorated or finished surfaces of all of the floors and ceilings surrounding each Apartment inward and all of the improvements and air space located therein, (vi) the interior decorated or finished surfaces of any doors, door frames, door closure and/or security devices, door checks, windows, window frames, and window hardware (if any), (vii) all glass windows, (viii) the storefront of each Apartment, and (ix) all appliances, interior hardware, and fixtures installed therein, and replacements therefor; provided, however, that no Apartment Owner shall modify any portion of an Apartment without first obtaining the Board's prior approval if such modification will or is likely to affect the structural integrity of the building in which the Apartment is located. Said Apartments shall not be deemed to include: (i) the perimeter walls from the exterior finished surface outward, (ii) the floors and ceilings surrounding each Apartment from the undecorated or unfinished surfaces outward, (iii) the perimeter doors, door frames, windows and window frames and all exterior hardware associated therewith, from the undecorated or unfinished interior surfaces outward, (iv) the interior load-bearing walls, partitions, columns, posts, girders, beams and supports, if any, from the undecorated or unfinished surfaces inward, (v) any pipes, shafts, ducts, pumps, conduits, wires or other utility or service lines that are utilized for or serve more than one Apartment, (vi) any foundation or floor slab within an Apartment and the undecorated or unfinished surfaces thereof, and (vii) the roof of the Building Structures, the same being deemed Common Elements as hereinafter provided.

Apartments 101E, 101J and 101P shall be deemed to include: (i) the perimeter walls from the exterior unfinished surface inward, (ii) the interior decorated or finished surfaces of all of the floors and ceilings surrounding each Apartment inward and all of the improvements and air space located therein, (iii) all of the walls and partitions within the Apartment, including any walls, partitions and columns (if any) which are load-bearing within its perimeter walls, (iv) all pipes, shafts, ducts, pumps, conduits, wires and other utility or service lines running through such Apartment that are utilized for and serve only that Apartment, (v) the interior decorated or finished surfaces of any doors, door frames, door closure and/or security devices, door checks, windows, window frames, and window hardware (if any), (vi) all glass windows, (vii) the storefront of each Apartment, and (viii) all appliances, interior hardware, and fixtures installed therein, and replacements therefor; provided, however, that no Apartment Owner shall modify any portion of an Apartment without first obtaining the Board's prior approval if such modification will or is likely to affect the structural integrity of the building in which the Apartment is located. Said Apartments shall not be deemed to include: (i) the exterior finished or decorated surface of the perimeter walls, (ii) the floors and ceilings surrounding each Apartment from the undecorated or unfinished surfaces outward, (iii) the perimeter doors, door frames, windows and window frames and all exterior hardware associated therewith, from the undecorated or unfinished interior surfaces outward, (iv) any pipes, shafts, ducts, pumps, conduits, wires or other utility or service lines that are utilized for or serve more than one Apartment, (v) any foundation or floor slab within an Apartment and the undecorated or unfinished surfaces thereof, and (vi) the roof of the Building Structures, the same being deemed Common Elements as hereinafter provided.

* * * * *

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE DESCRIPTION OF THE BOUNDARIES OF EACH APARTMENT. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL DESCRIPTION OF SUCH BOUNDARIES, PURCHASER SHOULD REFER TO THE CONDOMINIUM DECLARATION TO DETERMINE THE ACTUAL DESCRIPTION. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE CONDOMINIUM DECLARATION, THE CONDOMINIUM DECLARATION WILL CONTROL.

EXHIBIT "C"

PERMITTED ALTERATIONS TO APARTMENTS

Capitalized terms have the same meaning ascribed to such terms in the Declaration.

A. **GENERAL PROVISIONS**. Except as otherwise expressly provided in Article XII, Section B or elsewhere in the Declaration to the contrary, repair, restoration or replacement of the Project or any portion thereof or construction of any additional improvement or structural alteration or addition to any improvement, different in any material respect from the Condominium Map of the Project, shall be undertaken by the Association or any Apartment Owner only pursuant to an amendment of the Declaration in accordance with Article XIII of the Declaration, duly executed pursuant to the provisions thereof, and in accordance with complete plans and specifications therefor first approved in writing by the Board. Promptly upon completion of such restoration, replacement or construction, the Association or Owner, as the case shall be, shall duly file such amendment in said Land Court, together with a complete set of floor plans of the Project as so altered, certified as built by a registered architect or professional engineer.

B. **ADDITIONS OR ALTERATIONS SOLELY WITHIN AN APARTMENT.** Notwithstanding anything to the contrary contained herein, each Owner of an Apartment shall have the right at any time and from time to time at such Owner's sole cost and expense, and without the necessity of the consent or joinder of any other Apartment Owner, to make any of the following alterations solely within the Owner's Apartment: to install, maintain, remove and rearrange partitions (including the party wall between two Apartments owned by the same Owner) and other structures from time to time within such Apartment, to finish, alter or substitute any plumbing, electrical or other fixtures attached to the ceilings, floors and walls as shall be appropriate for the utilization of such Apartment by such Owner or the tenants or lessees thereof, and to tile, finish, re-carpet, and do or cause to be done such work on the floors of any Apartment; provided, however, that nothing contained in this paragraph shall jeopardize the soundness or safety of any part of the Project, reduce the value thereof, materially adversely affect any other Apartment, materially alter the existing external appearance of the Project, materially affect or impair any easement or rights of any of the other Apartment Owners, materially increase the transfer of sounds, noise, air or smoke to other Apartments or Common Elements, or materially interfere with or deprive any non-consenting Owner of the use or enjoyment of any part of the Common Elements; subject, however, to the exclusive use of the Limited Common Elements. Owner must secure all necessary State of Hawaii and/or County of Honolulu permits prior to any alteration. The Board will have the right to form an architectural review committee, and to establish such procedures as it deems appropriate to process any Owner-initiated request for modification or alterations of Apartments. Further, nothing in this paragraph shall prohibit the Board from effecting such changes within an Apartment, or to require the same, in order that the buildings of the Project may continue to comply with applicable law, including any fire code requirements.

C. **APARTMENT OWNERS TO EXECUTE AMENDMENT DOCUMENTS IN CERTAIN CASES**. In the event that any change or alteration of an Apartment pursuant to and in compliance with Article XII, Section B of the Declaration shall alter the depiction of the particular Apartment on the Condominium Map or the description thereof in the Declaration, then the Owner of such Apartment shall amend the Declaration and/or the Condominium Map to set forth such approved change or alteration, which amendment(s) may be executed by the Owner of the affected Apartment or Apartments and by no other party, and such shall become effective upon the filing thereof in said Land Court. The provisions of Article XIII of the Declaration notwithstanding, such amendment shall not require the consent or joinder of the Owner of any other Apartment or any other person or entity, other than any mortgagee of such Apartment or Apartments which are changed or altered. Every Apartment Owner and all holders of liens affecting any of the Apartments of the Project and each and every other party acquiring an interest in the Project or any part thereof, by acquiring such Apartment, lien or other interest, consents to and agrees that he shall, if required by law or by any such Owner who shall have changed or altered an Apartment as aforesaid, join in, consent to, execute, deliver and file all instruments and documents necessary or desirable to effect the amendment of the Declaration and/or the Condominium Map; and appoints such Owner and its assigns said Owner's attorney-in-fact with full power of substitution to execute, deliver and file such documents and to do such things on its behalf, which grant of such power, being coupled with an interest, is irrevocable and shall not be affected by the disability of any such party.

* * * * *

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL RESTRICTIONS ON ALTERATIONS TO APARTMENTS CONTAINED IN THE PROJECT DOCUMENTS. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF RIGHTS AND OBLIGATIONS UNDER THE PROJECT DOCUMENTS, PURCHASER MUST REFER TO THE DECLARATION, BYLAWS AND HOUSE RULES TO DETERMINE THE PURCHASER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE PROJECT DOCUMENTS, THE PROJECT DOCUMENTS WILL CONTROL.

EXHIBIT "D"

Apartment Numbers, Apartment Type, Number of Bathrooms, Approximate Net Square Footage of Apartment, Approximate Net Square Footage of Limited Common Element Electrical Utility Room, Approximate Combined Net Square Footage of Apartment and Limited Common Element Load, Percentage of Common Interest and Number of Parking Stalls

Apartment Number	Apartment Type	*Number of Bathrooms	Approximate Net Square Footage of Apartment	**Approximate Net Square Footage of Limited Common Element Electrical Utility Room	*** Approximate Combined Net Square Footage of Apartment and Limited Common Element Load	Percentage of Common Interest	****Number of Parking Stalls
101A	Industrial	2	1860	96	1879	0.846128%	3
102A	Industrial	0	1881	96	1900	0.855681%	3
103A	Industrial	0	1839	96	1858	0.836575%	3
104A	Industrial	0	1881	96	1900	0.855681%	3
105A	Industrial	2	1984	96	2004	0.902536%	4
101B	Industrial	2	2670	96	2686	1.214603%	5
102B	Industrial	2	2760	96	2777	1.255544%	5
103B	Industrial	2	2717	96	2733	1.235983%	5
104B	Industrial	2	2583	96	2599	1.175026%	5
105B	Industrial	2	2403	96	2418	1.093142%	4
106B	Industrial	2	2701	96	2717	1.228705%	5
101C	Industrial	2	2033	96	2050	0.924827%	4
102C	Industrial	0	2195	96	2215	0.998522%	4
103C	Industrial	0	2219	96	2239	1.009439%	4
104C	Industrial	0	2195	96	2215	0.998522%	4
105C	Industrial	2	2081	96	2100	0.946662%	4
101D	Industrial	2	2013	96	2024	0.915728%	4
102D	Industrial	0	2163	96	2175	0.983965%	4
103D	Industrial	0	2343	96	2356	1.065848%	4
104D	Industrial	2	2481	96	2496	1.128625%	5
105D	Industrial	2	2562	96	2577	1.165473%	5
106D	Industrial	0	2658	96	2673	1.209144%	5
107D	Industrial	2	2730	96	2745	1.241897%	5
101E	Industrial	2	8423	N/A	8423	3.831689%	16
101F	Industrial	2	1795	96	1807	0.816559%	3
102F	Industrial	0	1922	96	1936	0.874332%	3
103F	Industrial	0	1922	96	1936	0.874332%	3
104F	Industrial	0	1922	96	1936	0.874332%	3
105F	Industrial	0	1922	96	1936	0.874332%	3
106F	Industrial	0	1922	96	1936	0.874332%	3
107F	Industrial	2	1891	96	1905	0.860230%	3
101G	Industrial	2	1667	96	1675	0.758330%	3
102G	Industrial	0	1830	96	1840	0.832480%	3
103G	Industrial	0	1830	96	1840	0.832480%	3
104G	Industrial	0	1830	96	1840	0.832480%	3
105G	Industrial	2	1830	96	1840	0.832480%	3

Apartment Number	Apartment Type	*Number of Bathrooms	Approximate Net Square Footage of Apartment	**Approximate Net Square Footage of Limited Common Element Electrical Utility Room	*** Approximate Combined Net Square Footage of Apartment and Limited Common Element Load	Percentage of Common Interest	****Number of Parking Stalls
106G	Industrial	2	1830	96	1840	0.832480%	3
107G	Industrial	0	1830	96	1840	0.832480%	3
108G	Industrial	0	1830	96	1840	0.832480%	3
109G	Industrial	0	1830	96	1840	0.832480%	3
110G	Industrial	2	1612	96	1620	0.733311%	3
101H	Industrial	2	1667	96	1675	0.758330%	3
102H	Industrial	0	1830	96	1840	0.832480%	3
103H	Industrial	0	1830	96	1840	0.832480%	3
104H	Industrial	0	1830	96	1840	0.832480%	3
105H	Industrial	2	1830	96	1840	0.832480%	3
106H	Industrial	2	1830	96	1840	0.832480%	3
107H	Industrial	0	1830	96	1840	0.832480%	3
108H	Industrial	0	1830	96	1840	0.832480%	3
109H	Industrial	0	1830	96	1840	0.832480%	3
110H	Industrial	2	1708	96	1716	0.776982%	3
101J	Industrial	2	3200	N/A	3200	1.455703%	6
101K	Industrial	2	3791	111	3818	1.724554%	8
102K	Industrial	0	1872	111	1886	0.851586%	3
103K	Industrial	0	1872	111	1886	0.851586%	3
104K	Industrial	0	1872	111	1886	0.851586%	3
105K	Industrial	0	1872	111	1886	0.851586%	3
106K	Industrial	0	1872	111	1886	0.851586%	3
107K	Industrial	2	1980	111	1994	0.900716%	4
101L	Industrial	2	1872	96	1880	0.851586%	3
102L	Industrial	0	1872	96	1880	0.851586%	3
103L	Industrial	0	1872	96	1880	0.851586%	3
104L	Industrial	0	1872	96	1881	0.851586%	3
105L	Industrial	2	1872	96	1881	0.851586%	3
106L	Industrial	2	1872	96	1881	0.851586%	3
107L	Industrial	0	1872	96	1881	0.851586%	3
108L	Industrial	0	1872	96	1881	0.851586%	3
109L	Industrial	0	1872	96	1881	0.851586%	3
110L	Industrial	2	3966	96	3984	1.804162%	8
101M	Industrial	2	3500	96	3549	1.592176%	7
102M	Industrial	2	3404	96	3451	1.548504%	7
101N	Industrial	2	3500	96	3549	1.592176%	7
102N	Industrial	2	3404	96	3451	1.548504%	7
101P	Industrial	2	5785	N/A	5785	2.631639%	12
101Q	Industrial	2	2128	96	2137	0.968043%	4
102Q	Industrial	0	1976	96	1984	0.898897%	4
103Q	Industrial	0	1976	96	1984	0.898897%	4

Apartment Number	Apartment Type	*Number of Bathrooms	Approximate Net Square Footage of Apartment	**Approximate Net Square Footage of Limited Common Element Electrical Utility Room	*** Approximate Combined Net Square Footage of Apartment and Limited Common Element Load	Percentage of Common Interest	****Number of Parking Stalls
104Q	Industrial	0	1976	96	1984	0.898897%	4
105Q	Industrial	2	1976	96	1985	0.898897%	4
106Q	Industrial	2	1976	96	1985	0.898897%	4
107Q	Industrial	0	1976	96	1985	0.898897%	4
108Q	Industrial	0	1976	96	1985	0.898897%	4
109Q	Industrial	0	1976	96	1985	0.898897%	4
110Q	Industrial	0	1976	96	1985	0.898897%	4
111Q	Industrial	2	2128	96	2137	0.968043%	4
101R	Industrial	2	2613	96	2630	1.188673%	5
102R	Industrial	2	2400	96	2415	1.091778%	4
103R	Industrial	2	2400	96	2416	1.091778%	4
104R	Industrial	2	2400	96	2416	1.091778%	4
105R	Industrial	2	2400	96	2416	1.091778%	4
106R	Industrial	2	2518	96	2534	1.145457%	5
101S	Industrial	2	5698	96	5738	2.592062%	11
102S	Industrial	2	8013	96	8069	3.645172%	16
Total:			219825	1359	221184	**100.000000%**	**399 (***Total = 414)**

Calculation of Common Interest

The common interest attributable to each Apartment was calculated by dividing the net square footage of each individual Apartment by the total net square footage of all Apartments within the Project. In order to permit the common interest for all Apartments to equal exactly one hundred percent (100%), the common interest attributable to Apartment 101E was increased by .000005%.

*** Bathrooms in Apartments**

For purposes for this Project, a "bathroom" shall consist of a toilet and sink only, but no shower or bath.

**** Limited Common Element Electrical Utility Room**

Every building containing at least two (2) or more Apartments contains an Electrical Utility Room as depicted on the Condominium Map, with such Electrical Utility Room designated as a Limited Common Element appurtenant to the Apartments in the building. The cost of maintenance, repair, replacement, improvement or additions to the Electrical Utility Room will be the responsibility of the Owner of the Apartments to which the Electrical Utility Room is a Limited Common Element appurtenant thereof, and the Owner will be charged such costs and expenses in proportion to the Common Interest appurtenant to each respective Apartment to which the Electrical Utility Room is a Limited Common Element appurtenant thereof.

*****Combined Apartment Area and Limited Common Element Load**

The Developer has calculated a Limited Common Element load factor for every Apartment that has appurtenant to it a Limited Common Element Electrical Utility Room. The Limited Common Element load factor was calculated by dividing the area of the Electrical Utility Room by the sum of the approximate net square footage of each Apartment in

the building (the "Limited Common Element Factor"). Then, the approximate net square footage of the Apartment was multiplied by the Limited Common Element Factor to determine the additional square footage of the Limited Common Element Electrical Utility Room ("Limited Common Element Load") to be attributed to the Apartment Area. The sum of the Limited Common Element Load and the approximate net square footage of the Apartment is the number reflected in the column labeled "Approximate Combined Net Square Footage of Apartment and Limited Common Element Load" in this Exhibit "B." For certain buildings, in order for the Limited Common Element Load attributed to the Apartments to equal the exact area of the Electrical Utility Room, the Limited Common Element Load attributed to the following Apartments were decreased by one (1) square foot: Apartments 101C, 101F, 101G, 110G, 101H, 110H, 101K, 107K, 101L, 102L, 103L, 102Q, 103Q, 104Q and 102R.

THE LIMITED COMMON ELEMENT LOAD ATTRIBUTED TO THE APARTMENT IS NOT PART OF THE APARTMENT AS DEFINED IN THIS DECLARATION, BUT THE OWNER OF THE APARTMENT WILL BE RESPONSIBLE FOR THE COST AND EXPENSE IN CONNECTION WITH THE MAINTENANCE OF SUCH LIMITED COMMON ELEMENT ELECTRICAL UTILITY ROOM BECAUSE IT SERVICES AND BENEFITS SUCH APARTMENT.

****** Calculation of Number of Parking Stalls**

Each Apartment shall have the nonexclusive use of the specific number of parking stalls indicated in the last column of the table above. The number of parking stalls for use by each Apartment was calculated by multiplying the percentage of common interest attributable to each individual Apartment by the total number of parking stalls which are common elements of the Project - three hundred ninety-nine (399) parking stalls. Note that the calculation of the number of stalls was rounded up to the nearest whole number. Further, upon using the aforementioned method of calculating the number of parking stalls for use by each Apartment, there were ten (10) remaining parking stalls in the Project. The use right as to the remaining ten (10) parking stalls were allocated to the ten (10) Apartments with the greatest common interest in the Project.[1]

***** Total Number of Parking Stalls**

The total number of parking stalls in the Project is four hundred fourteen (414). Subject to the limitations as to the number of stalls that each Apartment may use on a nonexclusive basis as indicated in the table above, three hundred ninety-nine (399) stalls are common elements for nonexclusive use of all Apartments. Additionally, there are fifteen (15) handicap parking stalls.

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1 The Apartments receiving one (1) additional stall, with its corresponding attributable common interest in parenthesis, are as follows: Apartment 101E (3.831689%), Apartment 102S (3.645172%), Apartment 101P (2.631639%), Apartment 101S (2.592062%) Apartment 110L (1.804162%), Apartment 101K (1.724554%), Apartment 101M (1.592176%), Apartment 101N (1.592176%), Apartment 102M (1.548504%) and Apartment 102N (1.548504%).

EXHIBIT "E"

COMMON ELEMENTS

Capitalized terms have the same meaning ascribed to such terms in the Declaration.

One freehold estate is hereby designated in all remaining portions of the Project, herein called the "Common Elements," including specifically but not limited to:

a. The Land in fee simple and any appurtenances thereto as described in Exhibit "A," subject, however, to the reserved right of the Developer to subdivide and withdraw a portion of the Project as set forth in Article XXIV of the Declaration;

b. The Building Structures, including, without limitation, all perimeter or party walls, the exterior surfaces of all exterior walls, any load-bearing walls and partitions and chase walls, and the undecorated or unfinished surfaces of such walls, all structural components such as concrete sidewalks and curbs, foundations and floor slabs, columns, girders, beams, supports, halls, corridors, main walls, roofs and ceilings that are not part of the Apartment;

c. All perimeter doors, door frames, windows, window frames, and all exterior hardware associated therewith, and the undecorated or unfinished interior surfaces thereof; whether at the perimeter of a Building Structures or at the perimeter of an Apartment that are not a part of the Apartment;

a. All landscaping, yards, grounds, plants and gardens within the Project;

d. All parking stalls depicted on the Condominium Map;

e. All roads, driveways, access lanes, paved areas, ramps, loading dock areas, walkways, passages and corridors (other than those that are part of an Apartment);

f. All trash areas, loading or delivery docks, walkways, storage room, fences, entrances and exits of the Project;

g. All cables, conduits, ducts, vents, sewerlines, electrical equipment, wiring, pipes, catch basins and other central and appurtenant transmission facilities and installations over, under and across the Project which serve more than one Apartment for services such as power, light, water, gas, sewer, storm water, refuse, cable television, telecommunications and television signal distribution;

h. The space set aside for use as an office by the managing agent or other employee of the Association, the security office, the mail room, janitorial room, utility room, all storage rooms not located within an Apartment, all equipment and pump rooms, all janitorial and maintenance rooms, all utility rooms, all trash rooms and/or enclosures within the Project, and all toilet and restroom facilities not located within an Apartment (if any);

i. All unimproved areas and other similar areas which are not part of an Apartment;

j. All other apparatus and installations existing for common use, such as tanks, pumps, fans, air-conditioning units including fan coil equipment located within an Apartment, motors, compressors, ducts, shafts, vents, water heating and distribution equipment, fire suppression equipment and other such installations and apparatus existing for common use;

k. All flood lights and other similar lighting devices, whether attached or unattached to the exterior of the Building Structures;

l. All mechanical, electrical and air conditioning equipment originally installed and located within any pump room, transformer room, cooling room or electrical room utilized for or serving more than one (1) Apartment;

m. Any trash bins and trash areas of common use; and

n. 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 safe operation and normally in common use.

EXHIBIT "F"

LIMITED COMMON ELEMENTS

Certain parts of the Common Elements, herein called the "Limited Common Elements," are hereby designated, set aside and reserved for the exclusive use of certain Apartments, and such Apartments shall have appurtenant thereto exclusive easements for the use of such Limited Common Elements as set forth herein. The costs and expenses of every description pertaining to the Limited Common Elements, including, but not limited to, the costs of maintenance, repair, replacement, improvement or additions to the Limited Common Elements, shall be charged to the Owner of the Apartment to which the Limited Common Element shall be appurtenant, and if there is more than one Apartment to which the Limited Common Element shall be appurtenant, then in proportion to the Common Interest appurtenant to each of the respective Apartments, unless a different method is adopted pursuant to this Declaration.

1. Apartments 101A, 102A, 103A, 104A and 105A shall have appurtenant thereto as a Limited Common Element, the Electrical Utility Room contained in Apartment 105A as shown on the Condominium Map.

2. Apartments 101B, 102B, 103B, 104B, 105B and 106B shall have appurtenant thereto as a Limited Common Element, the Electrical Utility Room contained in Apartment 101B as shown on the Condominium Map.

3. Apartments 101C, 102C, 103C, 104C and 105C shall have appurtenant thereto as a Limited Common Element, the Electrical Utility Room contained in Apartment 101C as shown on the Condominium Map.

4. Apartments 101D, 102D, 103D, 10DB, 105D, 106D and 107D shall have appurtenant thereto as a Limited Common Element, the Electrical Utility Room contained in Apartment 107D as shown on the Condominium Map.

5. Apartments 101F, 102F, 103F, 104F, 105F, 106F and 107F shall have appurtenant thereto as a Limited Common Element, the Electrical Utility Room contained in Apartment 101F as shown on the Condominium Map.

6. Apartments 101G, 102G, 103G, 104G, 105G, 106G, 107G, 108G, 109G and 110G shall have appurtenant thereto as a Limited Common Element, the Electrical Utility Room contained in Apartment 110G as shown on the Condominium Map.

7. Apartments 101H, 102H, 103H, 104H, 105H, 106H, 107H, 108H, 109H and 110H shall have appurtenant thereto as a Limited Common Element, the Electrical Utility Room contained in Apartment 101H as shown on the Condominium Map.

8. Apartments 101K, 102K, 103K, 104K, 105K, 106K and 107K shall have appurtenant thereto as a Limited Common Element, the Electrical Utility Room contained in Apartment 101K as shown on the Condominium Map.

9. Apartments 101L, 102L, 103L, 104L, 105L, 106L, 107L, 108L, 109L and 110L shall have appurtenant thereto as a Limited Common Element, the Electrical Utility Room contained in Apartment 101L as shown on the Condominium Map.

10. Apartments 101M and 102M shall have appurtenant thereto as a Limited Common Element, the Electrical Utility Room contained in Apartment 102M as shown on the Condominium Map.

11. Apartments 101N and 102N shall have appurtenant thereto as a Limited Common Element, the Electrical Utility Room contained in Apartment 102N as shown on the Condominium Map.

12. Apartments 101Q, 102Q, 103Q, 104Q, 106Q, 107Q, 108Q, 109Q, 110Q and 111Q shall have appurtenant thereto as a Limited Common Element, the Electrical Utility Room contained in Apartment 111Q as shown on the Condominium Map.

13. Apartments 101R, 102R, 103R, 104R, 105R and 106R shall have appurtenant thereto as a Limited Common Element, the Electrical Utility Room contained in Apartment 106R as shown on the Condominium Map.

14. Apartments 101S and 102S shall have appurtenant thereto as a Limited Common Element, the Electrical Utility Room contained in Apartment 101S as shown on the Condominium Map.

EXHIBIT "G"

ENCUMBRANCES AGAINST TITLE

1. Real Property Taxes, if any, that may be due and owing. Check with the County Tax Office for further information.

2. Designation of Easement 5123, as shown on Map 746, as set forth by Land Court Order No. 118827, filed November 28, 1994; for electrical purposes.

3. Grant to Hawaiian Electric Company, Inc. and GTE Hawaiian Telephone Company Incorporated, now known as Hawaiian Telcom, Inc. dated March 21, 2000, recorded in said Office as Document No. 2621916; granting a perpetual right and easement over said Easement 5123.

4. Setback (25 feet wide), as shown on Map No. 645, as set forth by Land Court Order No. 112041, filed on June 4, 1993.

5. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in that certain Kapolei Business Park Declaration of Conditions, Covenants and Restrictions dated May 28, 1993, recorded in said Office as Document No. 2030298.

   Said above Declaration was amended by instrument dated April 22, 1994, filed as Land Court Document No. 2143431 and dated June 3, 2004, filed as Land Court Document No. 3118512, supplemented by instruments dated November 6, 2000, filed as Land Court Document No. 2662803, dated May 3, 2004, filed as Land Court Document No. 3113276, dated June 3, 2004, filed as Land Court Document No. 3118507 and dated February 14, 2005, filed as Land Court Document No. 3230994.

   The Declarant's interest, by mesne assignment, was assigned to LV Kapolei 54, LLC, a Delaware limited liability company, by instrument dated April 2, 2007, filed as Land Court Document No. 3583668.

6. The terms and provisions contained in that certain Trustees Limited Warranty Deed with Use Restriction Covenants and Reservation of Rights (Kapolei Business Park) dated January 2, 2002, recorded in said Office as Document No. 2766591.

   The foregoing includes, but is not limited to, matters relating to water rights.

7. The terms and provisions contained in that certain Declaration of Restrictive Covenant dated --- (acknowledged December 15, 2003), recorded in said Office as Document No. 3043402.

   The Declarant's interest, by mesne assignments, was assigned to LV Kapolei 54, LLC, a Delaware limited liability company, by instrument dated April 2, 2007, filed as Land Court Document No. 3583668.

8. The terms and provisions contained in that certain Kapolei Business Park Limited Warranty Deed With Use Restrictions, Covenants and Reservation of Rights dated June 3, 2004, recorded in said Office as Document No. 3118515.

   The foregoing includes, but is not limited to, matters relating to use, water rights and reservation to grant drainage easements.

9. Encroachment of a temporary irrigation line for Lot 8290, approximately 5 feet within Lot 8291, as shown on the survey map prepared by Norman K. Murakami, Land Surveyor, with Controlpoint Surveying, Inc., dated August 30, 2005.

10. The terms and provisions, including the failure to comply with any covenants, conditions and reservations,

contained in that certain Kapolei Business Park II Limited Warranty Deed with Use Restrictions, Covenants and Reservation of Rights dated August 29, 2005 and August 31, 2005, recorded in said Office as Document No. 3322348.

The foregoing includes, but is not limited to, matters relating to use, matters relating to water rights and reservation to grant easements.

11. The terms and provisions contained in that certain Declaration of Condominium Property Regime for "Kapolei Spectrum II Business Park" Condominium Project dated February 16, 2006, recorded in said Office as Document No. 3398329 and shown on Condominium Map No. 1772 and any amendments thereto.

    Said Declaration was amended by instrument dated December 1, 2006, filed as Land Court Document No. 3522278. Said Declaration was further amended by instrument dated August 17, 2007, filed in said Office as Document No. 3645479, as further amended by instrument dated November 8, 2007, filed in said Office as Document No. 3685649.

12. The terms and provisions contained in that certain By-Laws of the Association of Apartment Owners dated February 16, 2006, in said Office as Document No. 3398330.

13. Grant to Hawaiian Electric Company, Inc. and Hawaiian Telcom, Inc. dated April 6, 2007, recorded in said Office as Document No. 3600174, with consent given by Fremont Investment & Loan, a California industrial bank, by instrument dated April 6, 2007, recorded in said Office as Document No. 3600175; granting a perpetual right and easement for utility purposes.

14. Mortgage and Fixture Filing in the amount of $35,500,000.00 between LA-KAPOLEI II, LLC, a Delaware limited liability company as Mortgagor and Fremont Investment & Loan, a California industrial bank, as Mortgagee, dated September 29, 2006, recorded in said Office as Document No. 3494391.'

    Above Mortgage was assigned to Istar FM Loan LLC, a Delaware limited liability company dated June 29, 2007, recorded in said Office as Document No. 3634928.

15. Assignment or Rents (and Leases) in the amount of $35,500,000.00 between LA-KAPOLEI II, LLC, a Delaware limited liability company as Mortgagor and Fremont Investment & Loan, a California industrial bank, as Mortgagee, dated September 29, 2006, recorded at said Bureau as Document No. 2006-184005.

    Above Assignment of Rents (and Leases) was amended by that certain instrument dated June 29, 2007, recorded in said Office as Document No. 2007-134443.

16. Financing Statement between LA-KAPOLEI II, LLC, as Debtor and Fremont Investment & Loan, as Secured Party, recorded on October 6, 2006 at said Bureau as Document No. 2006-184006.

EXHIBIT "H"

ESTIMATE OF FEE DISBURSEMENT AND INITIAL MAINTENANCE FEES

Estimated Fee Disbursement

Kapolei Spectrum II
Business Park
(93 units)

	Monthly	Annually
UTILITIES		
Water Irrigation	$4,000.00	$48,000.00
Water Units	$0.00	$0.00
Sewer	$6,510.00	$78,120.00
Electricity	$3,000.00	$36,000.00
MAINTENANCE		$0.00
Landscape Maintenance	$3,750.00	$45,000.00
Common Area Janitorial	$0.00	$0.00
Tree Trimming	$420.00	$5,040.00
Building Mtnce/Rptrs	$265.00	$3,180.00
Electrical/Lighting	$265.00	$3,180.00
Pest Control	$300.00	$3,600.00
Refuse	$7,000.00	$84,000.00
Plumbing	$300.00	$3,600.00
Storm Drain Cleaning	$300.00	$3,600.00
Roadway Repairs		
Equipment Repairs	$133.00	$1,596.00
Fire Systems Monitoring	$850.00	$10,200.00
Fire Control	$500.00	$6,000.00
PROFESSIONAL SERVICES		
Management/Acct'g	$6,500.00	$78,000.00
Tax return prep/audit	$150.00	$1,800.00
Security	$12,000.00	$144,000.00
Parking/Traffic Control	$0.00	$0.00
Admin. Supplies & Services	$250.00	$3,000.00
Design Review Requests	$0.00	$0.00
Legal	$50.00	$600.00
TAXES & GOV't		
Real Property Taxes	$0.00	$0.00
General Excise Tax	$67.00	$804.00
Condo Registration	$266.00	$3,192.00
Master Association Dues	$2,500.00	$30,000.00
INSURANCE		$0.00
Property Insurance	$4,667.00	$56,004.00
General Liability Insurance	$0.00	$0.00
Fidelity Bond	$39.00	$468.00
Commercial Umbrella Liability	$467.00	$5,604.00
Boiler and Machinery	$0.00	$0.00
Non Owned Auto Liability	$0.00	$0.00
Director & Officer Liability	$225.00	$2,700.00
RESERVES	$930.00	$11,160.00
Total Disbursements	**$55,704.00**	$668,448.00

11-26-07

Page 1 of 2

Estimated Fee Disbursement

Kapolei Spectrum II
Business Park
(93 units)

I, Phyllis Kacher, as agent for/and/or employed by Hawaiiana Management Company, the condominium managing agent/ developer for the Kapolei Spectrum II Business Park Condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

Phyllis Kacher 11-26-07

Signature Date

Pursuant to 514B-148,7b, Hawaii Revised Statutes, a new association need not collect estimated replacement reserves until the fiscal year which begins after the association's first annual meeting. The Developer has not conducted a reserve study for the Project. The budget amount for Reserves is an estimate only.

11-26-07

Estimate of Maintenance Fees

Kapolei Spectrum II
Business Park
(93 units)

Apartment Number	Common Interest	Monthly Fee	Yearly Fee
101A	0.846128%	$471.33	$5,655.93
102A	0.855681%	$476.65	$5,719.78
103A	0.836575%	$466.01	$5,592.07
104A	0.855681%	$476.65	$5,719.78
105A	0.902536%	$502.75	$6,032.98
101B	1.214603%	$676.58	$8,118.99
102B	1.255544%	$699.39	$8,392.66
103B	1.235983%	$688.49	$8,261.90
104B	1.175026%	$654.54	$7,854.44
105B	1.093142%	$608.92	$7,307.09
106B	1.228705%	$684.44	$8,213.25
101C	0.924827%	$515.17	$6,181.99
102C	0.998522%	$556.22	$6,674.60
103C	1.009439%	$562.30	$6,747.57
104C	0.998522%	$556.22	$6,674.60
105C	0.946662%	$527.33	$6,327.94
101D	0.915728%	$510.10	$6,121.17
102D	0.983965%	$548.11	$6,577.29
103D	1.065848%	$593.72	$7,124.64
104D	1.128625%	$628.69	$7,544.27
105D	1.165473%	$649.22	$7,790.58
106D	1.209144%	$673.54	$8,082.50
107D	1.241897%	$691.79	$8,301.44
101E	3.831689%	$2,134.40	$25,612.85
101F	0.816559%	$454.86	$5,458.27
102F	0.874332%	$487.04	$5,844.45
103F	0.874332%	$487.04	$5,844.45
104F	0.874332%	$487.04	$5,844.45
105F	0.874332%	$487.04	$5,844.45
106F	0.874332%	$487.04	$5,844.45
107F	0.860230%	$479.18	$5,750.19
101G	0.758330%	$422.42	$5,069.04
102G	0.832480%	$463.72	$5,564.70
103G	0.832480%	$463.72	$5,564.70
104G	0.832480%	$463.72	$5,564.70
105G	0.832480%	$463.72	$5,564.70
106G	0.832480%	$463.72	$5,564.70
107G	0.832480%	$463.72	$5,564.70
108G	0.832480%	$463.72	$5,564.70
109G	0.832480%	$463.72	$5,564.70
110G	0.733311%	$408.48	$4,901.80
101H	0.758330%	$422.42	$5,069.04

11-26-07

Estimate of Maintenance Fees

Kapolei Spectrum II
Business Park
(93 units)

Apartment Number	Common Interest	Monthly Fee	Yearly Fee
102H	0.832480%	$463.72	$5,564.70
103H	0.832480%	$463.72	$5,564.70
104H	0.832480%	$463.72	$5,564.70
105H	0.832480%	$463.72	$5,564.70
106H	0.832480%	$463.72	$5,564.70
107H	0.832480%	$463.72	$5,564.70
108H	0.832480%	$463.72	$5,564.70
109H	0.832480%	$463.72	$5,564.70
110H	0.776982%	$432.81	$5,193.72
101J	1.455703%	$810.88	$9,730.62
101K	1.724554%	$960.65	$11,527.75
102K	0.851586%	$474.37	$5,692.41
103K	0.851586%	$474.37	$5,692.41
104K	0.851586%	$474.37	$5,692.41
105K	0.851586%	$474.37	$5,692.41
106K	0.851586%	$474.37	$5,692.41
107K	0.900716%	$501.73	$6,020.82
101L	0.851586%	$474.37	$5,692.41
102L	0.851586%	$474.37	$5,692.41
103L	0.851586%	$474.37	$5,692.41
104L	0.851586%	$474.37	$5,692.41
105L	0.851586%	$474.37	$5,692.41
106L	0.851586%	$474.37	$5,692.41
107L	0.851586%	$474.37	$5,692.41
108L	0.851586%	$474.37	$5,692.41
109L	0.851586%	$474.37	$5,692.41
110L	1.804162%	$1,004.99	$12,059.88
101M	1.592176%	$886.91	$10,642.87
102M	1.548504%	$862.58	$10,350.94
101N	1.592176%	$886.91	$10,642.87
102N	1.548504%	$862.58	$10,350.94
101P	2.631639%	$1,465.93	$17,591.14
101Q	0.968043%	$539.24	$6,470.86
102Q	0.898897%	$500.72	$6,008.66
103Q	0.898897%	$500.72	$6,008.66
104Q	0.898897%	$500.72	$6,008.66
105Q	0.898897%	$500.72	$6,008.66
106Q	0.898897%	$500.72	$6,008.66
107Q	0.898897%	$500.72	$6,008.66
108Q	0.898897%	$500.72	$6,008.66
109Q	0.898897%	$500.72	$6,008.66
110Q	0.898897%	$500.72	$6,008.66

11-26-07

Estimate of Maintenance Fees

Kapolei Spectrum II
Business Park
(93 units)

Apartment Number	Common Interest	Monthly Fee	Yearly Fee
111Q	0.968043%	$539.24	$6,470.86
101R	1.188673%	$662.14	$7,945.66
102R	1.091778%	$608.16	$7,297.97
103R	1.091778%	$608.16	$7,297.97
104R	1.091778%	$608.16	$7,297.97
105R	1.091778%	$608.16	$7,297.97
106R	1.145457%	$638.07	$7,656.78
101S	2.592062%	$1,443.88	$17,326.59
102S	3.645172%	$2,030.51	$24,366.08
TOTAL	**100.000000%**	**$55,704.00**	**$668,448.00**

CERTIFICATE

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

1. I am the Senior Vice President for Hawaiiana Management Company, Ltd., a Hawaii corporation, designated by the Developer of the Kapolei Spectrum II Business Park condominium project (the "Project") to act as the Managing Agent for the management and administration of the Project.

2. I hereby certify that the breakdown of the annual maintenance charges and the monthly estimated cost for each unit 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 514B-148 of the Hawaii Revised Statutes and Chapter 107 of the Hawaii Administrative Rules, and are reasonable estimates for the one-year period commencing [budget date], based on generally accepted accounting principles.

3. As permitted pursuant to Section 514B–148(b), new associations need not collect estimated reserves until the fiscal year which begins after the association's first annual meeting. The Developer has not conducted a reserve study for the Project. The budget amount for Reserves is an estimate only.

DATED: Honolulu, Hawaii, this 26th day of November 2007.

Name: PHYLLIS KACHER
Title: SENIOR VICE PRESIDENT

Subscribed and sworn to before me
this 26th day of November 2007.

Typed or Printed Name: Annie C. Kekoolani
Notary Public, State of Hawaii

My commission expires: 02-16-2010

ANNIE C. KEKOOLANI NOTARY PUBLIC STATE OF HAWAII

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EXHIBIT "I"

SUMMARY OF PURCHASE AGREEMENT

Capitalized terms have the same meaning as ascribed to such terms in the Purchase Agreement.

The specimen Sales Contract, filed with the State of Hawaii Real Estate Commission, provides for, among other things, a description of the Apartment to be sold, the purchase price, the closing costs, the time, manner and place of payment, the Purchaser's obligations regarding financing, the Seller's warranties and disclaimers regarding the Condominium Map and Project, and the remedies of the Seller and of the Purchaser in the event of a default under the Purchase Agreement.

Among other provisions the specimen Purchase Agreement provides:

1. That the Purchase Agreement shall become binding when (i) a true copy of the Contingent Final Public Report (or Final Public Report, if applicable) together with a return receipt form required by Hawaii Revised Statutes, Section 514A-62, as amended, is delivered to the Purchaser, (ii) the Purchaser has an opportunity to read the report(s), and (iii) a Deemed Acceptance of such report(s) by the Purchaser shall have occurred.

2. The Seller has entered into an Escrow Agreement, summarized in Exhibit "I" herein, with Title Guaranty Escrow Services, Inc. ("Escrow"), covering the deposit of all funds paid by Purchaser under the Purchase Agreement and the disbursement of funds by Escrow. In the event a purchase is cancelled, Escrow may charge a cancellation fee on account of escrow services performed.

3. The Purchase Agreement requires the Purchaser to pay the Purchase Price by a series of payments prior to and upon Closing. Such payments include the amount due upon execution of the Purchase Agreement, the additional deposit due within 15 calendar days after the expiration of the Purchaser's 30-day rescission period, and the balance of down payment due in escrow prior to the Closing. Purchaser shall then deposit at or prior to Closing the remaining balance due.

4. The Purchase Agreement provides that Purchaser will not receive any interest on Purchaser's deposits. All interest on Purchaser's deposit, if any, shall accrue to Seller.

5. If the Purchaser indicates that a portion of the Purchase Price is to be financed by indicating so in the Purchase Agreement, than the Purchase Agreement shall be subject to the condition of Purchaser being able to obtain written final loan approval acceptable to Seller, in Seller's sole discretion. Financing by Seller of any portion of the Purchase Price is not available.

6. The Purchase Agreement provides that the Purchaser shall pay for the following closing costs: the escrow fee, cost of a preliminary title report, cost of preparation of the Apartment Deed, real property tax and other prorations, all acknowledgment fees, conveyance taxes, title insurance, if requested by Purchaser, cost of any lender's title insurance, appraisal fees, costs for drafting of any notes and mortgages, all recording costs or fees, loan fees, credit report costs and all other applicable mortgage costs. Purchaser shall pay a start-up fee to the association equal to two (2) months of the estimated maintenance fees and prepayment to the association equal to two (2) months of the estimated maintenance fees in advance, in the amount specified in Section C.1.c of the Purchase Agreement.

7. The Purchase Agreement provides that Seller shall complete construction of the Project so as to permit normal occupancy of the Apartment within two (2) years from the date this Agreement becomes binding, provided that such two (2) year period may be extended during any period during which Seller is actually and necessarily delayed in commencing or completing construction, if such delay is caused by fire, earthquake, or other acts of God, war or civil disturbance, litigation or threats of litigation, strikes or labor trouble, or other matters or conditions beyond Seller's control.

8. The Purchase Agreement provides that it shall not be construed as a present transfer of interest in the Property, bur rather states that it is an agreement to transfer in the future in accordance with the terms and conditions set forth in the Sale Contract.

9. The Purchase Agreement provides that it may not be assigned to Purchaser. Any such assignment by Purchaser shall be void. Seller may, without any consent of Purchaser, freely assign the Seller's interest herein.

10. The Purchase Agreement provides that any dispute by or between the Seller and Purchaser arising out of or incident to the Purchase Agreement, or the development or management of the Project, the sale of the Apartment or the occupancy thereof, or any other aspect of the relationship between Seller and Purchaser regarding the Project which is raised otherwise shall be submitted to medication, and if necessary to arbitration in accordance with the terms, conditions and procedures set forth in the Purchase Agreement.

* * * * *

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE PURCHASE AGREEMENT. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF THE PURCHASER'S RIGHTS AND OBLIGATIONS UNDER THE PURCHASE AGREEMENT, PURCHASER MUST REFER TO THE PURCHASE AGREEMENT TO DETERMINE PURCHASER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE PURCHASE AGREEMENT, THE PURCHASE AGREEMENT WILL CONTROL.

EXHIBIT "J"

SUMMARY OF ESCROW AGREEMENT

The Escrow Agreement for the Project contains the following provisions (which may be modified or otherwise limited by provisions which are not summarized hereinbelow):

A. As and when Seller shall enter into a Purchase Agreement for the conveyance of an apartment or other interest in the Project, it shall require the payments of deposits due thereunder to be promptly made to Escrow, and shall deliver an executed copy of the Purchase Agreement to Escrow together with the address of the purchaser. Seller shall also promptly pay over to Escrow all monies (including checks) received by Seller from or on behalf of the purchasers and all payments made on loan commitments from lending institutions on account of any apartment in the Project.

B. Escrow shall receive, deposit and hold in separate escrow accounts and disburse as herein set forth: (a) all payments received by it under Purchase Agreements, (b) such sums received by it hereunder from or for the account of Seller, and (c) all sums received by it from any other source with respect to the Project. Escrow shall not at any time commingle or permit the commingling of any purchasers' funds with funds belonging to or held for the benefit of Seller. All funds and instruments received from purchasers or prospective purchasers shall be held by Escrow in accordance with the provisions contained in the Condominium Property Act.

C. Notwithstanding anything contained herein to the contrary, Escrow shall make no disbursements of purchasers' funds or proceeds from the sale of such apartments (including any payments made on loan commitments from lending institutions), except by way of refunds thereof as provided hereinbelow, until (a) the Real Estate Commission has issued an effective date for Final Public Report for the Project, and (b) Escrow has received a letter from Seller stating that the purchasers have signed the required Receipt and Notice of Right to Cancel or are deemed to have receipted for the public reports and to have waived their right to cancel, and stating further that no subsequent events have occurred which would give the purchasers the right to rescind, the Purchase Agreements have "become binding" and "the requirements of Sections 514A-40, 514A-39.5 and 514A-63" of the Hawaii Revised Statutes have been met, as said phrases are used in Section 514A-65 of the Hawaii Revised Statutes, and further, that the requirements of Section 514A-62 of the Hawaii Revised Statutes have been met, as each of the foregoing sections may be amended on the date the Purchase Agreement becomes binding and effective. Seller agrees to inform Escrow promptly in writing of the development of any event or occurrence which renders the letter delivered by Seller pursuant to this paragraph untrue in any material respect.

D. Each purchaser shall be entitled to a return of his or her funds, without interest, and Escrow shall pay such funds to such purchaser, promptly after request for return by the purchaser, if one of the following has occurred:

(1) Escrow receives a written request from Seller to return to the purchaser the funds of the purchaser then being held hereunder by Escrow;

(2) Seller notifies Escrow in writing of Seller's exercise of the option to rescind the Purchase Agreement pursuant to any right of rescission stated therein or otherwise available to Seller; or

(3) The conditions providing for a refund under Section 514A-62 or under Section 514A-63 of the Hawaii Revised Statutes (as amended on the date upon which the Purchase Agreement becomes binding and effective) have been met, and written notice thereof has been provided by Seller to Escrow.

Upon the cancellation of any Purchase Agreement as specified above, Escrow shall be entitled to a $25.00 cancellation fee. Notwithstanding anything herein or in any Purchase Agreement provided to the contrary, said compensation of Escrow shall be the sole expense of the individual purchaser and shall not in any way be the obligation of Seller, unless cancellation is made pursuant to either Section 514A-62 or 514A-63 of the Hawaii Revised Statutes, whereupon Seller shall pay such fee.

E. Except as otherwise provided by law, Escrow shall give each purchaser entitled to a return of his or her funds notice thereof by certified or registered mail, addressed to such purchaser at his address shown on the Purchase Agreement or any address later made known to Escrow by such purchaser. If such purchaser shall not have claimed such refund within one hundred twenty (120) days from the date said notice is mailed, Escrow, shall deposit such funds into a special account in a bank or other depository selected by Escrow in the name of Seller, as trustee for the benefit of such purchaser. After having sent Seller written notice of the foregoing acts, Escrow shall thereupon be released from further liability hereunder with respect to such funds and such purchaser.

F. If the purchaser fails to make any payment on or before the due date thereof or if the purchaser does or fails to do any act which would constitute a default under the Purchase Agreement, Seller shall promptly give to such purchaser and to Escrow written notice of default. If purchaser has failed to cure the default after the delivery of notice by Escrow and such default continues after the expiration of any grace period, Escrow shall so advise Seller. If Seller shall thereafter certify in writing to Escrow: (1) that Seller has elected to terminate the Purchase Agreement and has notified the purchaser, or (2) that purchaser is otherwise in default, then, and in either event, Escrow, subject to the provisions relating to dispute and conflicting demands hereinafter set forth in paragraph 14, shall thereafter treat all funds of the purchaser paid under such Purchase Agreement, less Escrow's cancellation fee, as funds of Seller and not of the purchaser. Thereafter, such funds shall be held free of the escrow established by this Agreement and shall be held by Escrow for the account of Seller. Upon written request by Seller, Escrow shall pay such funds [less Escrow's cancellation fee] to Seller or order and shall return to Seller a copy the Purchase Agreement of such purchaser.

* * * * *

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE ESCROW AGREEMENT. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF THE ESCROW AGREEMENT, PURCHASER MUST REFER TO THE ESCROW AGREEMENT TO DETERMINE PURCHASER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE ESCROW AGREEMENT, THE ESCROW AGREEMENT WILL CONTROL.

EXHIBIT "K"

SUMMARY OF DEED FORM

Capitalized terms have the same meaning ascribed to such terms in the Apartment Deed.

The specimen Kapolei Spectrum II Business Park Apartment Deed, Encumbrances, Reservations of Rights and Grant of Special Power of Attorney ("Apartment Deed") contains, among others, the following provisions (which may be modified or otherwise limited by provisions which are summarized hereinbelow):

A. The premises conveyed comprise a portion of the Kapolei Spectrum II Business Park condominium property regime ("Project") situate at Kapolei, City and County of Honolulu, State of Hawaii.

B. The Developer (Developer) is the lawful owner of the fee simple interest in the real property and rights to be transferred to Purchaser; that the same are free and clear of and from all encumbrances except as identified in the Apartment Deed; and except for the lien of real property taxes not yet by law required to be paid, that the Developer has good right and title to sell and convey said real property in the manner set forth herein; and the Developer will WARRANT AND DEFEND the same unto the Purchaser forever against the lawful claims and demands of all persons, except as mentioned in the Apartment Deed.

C. Purchaser agrees and consents to the exercise by Developer of any of its reserved rights set forth in the Deed and in the Declaration. Purchaser does hereby further appoint the Developer and its assigns his attorney-in-fact with full power of substitution to execute, deliver, and record such documents and instruments and to do such things on Purchaser's behalf to effect such reserved rights, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties, and which means that the grant of such power will be binding upon any person or entity to which Purchaser transfers the Property, and will be considered automatically granted anew by any such person or entity upon such transfer of any interest therein, whether by deed, mortgage, or any other instrument of conveyance.

D. Purchaser agrees for the benefit of the apartment owners from time to time of all other apartments in said Project, to at all times observe, perform, comply with and abide by all of the covenants, agreements, obligations, conditions and other provisions set forth in the Declaration, Bylaws, and House Rules.

* * * * *

THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL TERMS AND PROVISIONS CONTAINED IN THE APARTMENT DEED. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF THE APARTMENT DEED, PURCHASER MUST REFER TO THE APARTMENT DEED TO DETERMINE PURCHASER'S ACTUAL RIGHTS AND OBLIGATIONS. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE APARTMENT DEED, THE APARTMENT DEED WILL CONTROL.

EXHIBIT "L"

SPECIAL USE RESTRICTIONS

Capitalized terms have the same meaning ascribed to such terms in the Declaration.

A. **APARTMENTS.** The Apartments shall be operated and used for those uses permitted under the applicable zoning ordinances of the City and County of Honolulu and as permitted by the Developer in the Declaration, said purposes or uses and the visual aesthetics of said Apartments to be consistent with the quality of the Project.

B. **OWNER'S RIGHT TO LEASE APARTMENT.** The Owners of the respective Apartments shall have the absolute right, without obtaining the consent or joinder or any other Owners, to lease or grant licenses with respect to such Apartments. All lease or rental agreements must be in writing and will be subject to the provisions of the Act, the Declaration and the Bylaws.

C. **OWNER'S RIGHT TO SELL.** The Owners of the respective Apartments shall have the absolute right, without obtaining the consent or joinder of any other Owners, to sell or otherwise transfer such Apartments subject to all provisions of the Act, the Declaration and the Bylaws, and any applicable provisions of any lease agreement to the extent that such provisions continue to be effective.

D. **OWNER'S RIGHT TO MORTGAGE.** The Owners of the respective Apartments shall have the absolute right, without obtaining the consent or joinder of any other Owners, to mortgage or otherwise transfer an interest in their respective Apartments as security for the repayment of a loan, subject to all provisions of the Act, the Declaration and the Bylaws.

E. **PROHIBITION ON ACTIVITIES WHICH JEOPARDIZE THE PROJECT.** No Apartment Owner shall do or suffer or permit to be done anything on any Apartment or elsewhere on the Project which will: (1) injure the reputation of the Project, (2) jeopardize the safety or soundness of the Project, (3) create a nuisance or interfere with or unreasonably disturb the rights of other Owners and occupants, (4) reduce the value of the Project, (5) result in the cancellation of insurance applicable to the Project or adversely affect the right of recovery thereunder or result in reputable companies refusing to provide insurance as required or permitted by the Bylaws, or (6) increase the rate of insurance applicable to the Apartments or the contents thereof, or to the Project. Notwithstanding the foregoing, Developer may, through the exercise of any of its reserved rights herein, inadvertently cause one or more of the above.

F. **CHANGES TO BUILDING STRUCTURES AND APARTMENTS.** No Owner of an Apartment shall, without the written approval and continuing consent of the Board, change the exterior appearance of any Building Structures or Apartment in any manner. The Board may delegate the foregoing responsibility to the Managing Agent. No Owner of an Apartment shall, without the written approval and continuing consent of the Board, change the exterior appearance of an Apartment in any manner.

G. **OWNERS TO MAINTAIN APARTMENTS IN GOOD ORDER.** The Owner of an Apartment shall keep the interior of its Apartment and any and all plumbing, electrical and other fixtures and appurtenances constituting a part of the Apartment in good order and repair.

H. **USE OF COMMON ELEMENTS.** Each Apartment Owner may use the Common Elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Apartment Owners, subject always to:

1. The right of the Board, upon the approval of the Owners of seventy-five percent (75%) of the Common Interest, to change the use of the Common Elements;

2. The right of the Board, on behalf of the Association, to lease or otherwise use for the benefit of the Association those Common Elements not actually used by any of the Apartment Owners for an originally intended special purpose, as determined by the Board; provided, however, that unless the approval of the Owners of seventy-five percent (75%) of the Common Interest is obtained, any such lease shall not have a term exceeding five (5) years and shall contain a provision that the lease or agreement for use may be terminated by either party thereto on not more than sixty (60) days' written notice; and

3. The right of the Board to lease or otherwise use for the benefit of the Association those Common Elements not falling within Article VI, Section H.2 of the Declaration: (a) the approval of the Owners of seventy-five percent (75%) of the Common Interest, including all directly affected Owners, and (b) the approval of all mortgagees of record which hold mortgages on Apartments with respect to which owner approval is required by (a) above, if such lease or use would be in derogation of the interest of such mortgages.

I. **DEVELOPER'S RIGHT TO USE.** Notwithstanding anything provided in the Declaration to the contrary, as long as there are unsold Apartments in the Project, Developer shall have the right to use any Apartment which it owns and any Limited Common Elements appurtenant thereto for promotion purposes, and shall have the right to have guests stay in such Apartments for any length of time; provided that such guests shall abide by and be subject to all of the provisions of the Declaration, Bylaws and House Rules. The Developer may grant license rights to the Limited Common Element appurtenant to any Apartment owned by the Developer to the Association or to a third party to the extent permissible under the law. Additionally, the Developer will have the right to utilize Apartments which it owns as sales offices or as a place which is utilized to provide services to the Owners or other occupants of the Project, to the extent such use or uses are permitted under applicable law.

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THE ABOVE SUMMARY IS NOT INTENDED TO BE A THOROUGH AND EXHAUSTIVE EXPLANATION OF ALL USE RESTRICTIONS CONTAINED IN THE DECLARATION, BYLAWS, HOUSE RULES AND OTHER CONDOMINIUM DOCUMENTS. WHILE A PURCHASER CAN USE THIS SUMMARY AS A GENERAL SUMMARY OF SUCH USE RESTRICTIONS, PURCHASERS SHOULD REFER TO THE CONSTITUENT DOCUMENTS OF THE PROJECT TO DETERMINE ALL OF THE USE RESTRICTIONS THAT MAY APPLY. IF ANY CONFLICT OR DIFFERENCE EXISTS BETWEEN THIS SUMMARY AND THE DECLARATION, BYLAWS, HOUSE RULES OR OTHER DOCUMENTS OF THE PROJECT, SUCH DOCUMENTS WILL CONTROL.