

**DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM**

CONDOMINIUM PROJECT NAME	MAUI STORAGE SPACE
Project Address	121 West Ahuli'u Way, Wailuku, Maui, Hawaii 96793
Registration Number	6699
Effective Date of Report	January 14, 2009
Developer(s)	Maui Storage Development Inc.

Preparation of this Report

The Developer prepared this report to disclose relevant information, including "material facts", that are reasonably known to the Developer about the condominium project covered by this report. This report has been prepared pursuant to the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, as amended from time to time. The law defines "material facts" to mean "any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale."

This report has not been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts or all pertinent changes, or both, about the project have been fully or adequately disclosed; and (3) is not the Commission's judgment of the value or merits of the project.

This report may be used by the Developer for promotional purposes only if it is used in its entirety. No person shall advertise or represent that the Commission has approved or recommended the project, this report or any of the documents submitted with Developer's application for registration of this project.

This report will be amended if, after the effective date of this report, any changes, either material or pertinent changes, or both, occur regarding the information contained in or omitted from this report. In that case, the Developer is required to submit immediately to the Commission an amendment to this report or an amended Developer's Public Report, clearly reflecting the changes, including any omitted material facts, together with such supporting information as may be required by the Commission. In addition, the Developer may choose at any time to change or update the information in this report. Annually, at least thirty days prior to the anniversary date of the Effective Date of this report, the Developer shall file an annual report to update the material contained in this report. If there are no changes, the Developer is required to state that there are no changes. The Developer's obligation to amend this report or to file annual reports ends when the initial sales of all units in the project have been completed.

Purchasers are encouraged to read this report carefully and to seek professional advice before signing a sales contract for the purchase of a unit in the project.

Signing a sales contract may legally bind a purchaser to purchase a unit in the project, though a purchaser may have rights to cancel or rescind a sales contract under particular circumstances that may arise.

This material can be made available for individuals with special needs. Please call the Senior Condominium Specialist at 586-2643 to submit your request.

SPECIAL ATTENTION

[Use this page for special or significant matters which should be brought to the purchaser's attention and that are not covered elsewhere in this report.]

1. **USE OF UNITS.** The project consists of eighty-three (83) self-storage units as shown on the Condominium Map. They may be used for passive storage purposes only, and NOT for any active conduct of business, such as manufacturing, retail sales, or office use.

2. **LEASEHOLD.** The physical improvements comprising each unit will be sold to a purchaser, together with an undivided LEASEHOLD interest in the land on which the improvements are located. See Exhibit A to this Public Report concerning the terms of said leasehold and the required ground rent.

3. **PARKING.** The project contains nineteen (19) parking spaces and two (2) truck-loading spaces. All spaces will be for the common use by the unit owners, subject to Rules and Regulations of the Association of Unit Owners. No space will be assigned to individual units. All spaces will be used only for loading, unloading, and temporary parking while a unit is being physically accessed by its owner or lessee, and may not be used for parking or vehicle storage at any other time.

4. **WATER AND SEWER.** There is no water and sewer service to the individual units. Water for landscape irrigation and for one (1) or more hose bibs for incidental common use will be charged to the unit owners as a common expense. The Association of Unit Owners may provide portable toilets on the site from time to time, as a common expense.

Water is provided by the Consolidated Baseyards Association. (See item 5 below.)

5. **CONSOLIDATED BASEYARDS ASSOCIATION.** The owners of units in this condominium project shall be members of the Consolidated Baseyards Association and shall be subject to the The Declaration of Protective Covenants, Conditions and Restrictions for the Consolidated Baseyards. Said covenants require each owner to (i) be a member of the Consolidated Baseyards Association; (ii) pay said owner's share of common assessments; and (iii) use the unit and the condominium only for business and industrial uses. The covenants also require the Association of Unit Owners of the condominium to maintain roadways, common sewer leach field, private water system, and common areas of the Consolidated Baseyards Subdivision. The President of the Maui Storage Space Association of Unit Owners will represent all unit owners at all meetings of and in all voting and affairs of the Consolidated Baseyards Association.

Reference is made to Section 5A of the Declaration of Condominium Property Regime for a more detailed explanation of the restrictions and requirements of the Consolidated Baseyards Declaration.

6. **SECURITY: DAMAGE AND LOSS.** Each unit owner shall be responsible for his or her own security. Each unit owner shall be responsible for carrying his or her own insurance coverage against theft, vandalism, and other casualty losses. An entry gate and perimeter fencing will be provided. Entrance through the gate shall be coded. While the Association of Unit Owners may provide some security patrols and other measures, security will not be guaranteed, and neither the Developer nor the Association of Unit Owners shall have any liability to the unit owners in the event of theft, vandalism, or casualty loss of a unit owner's property.

7. **SPECIAL MANAGEMENT AREA (SMA).** The condominium is not located in the Special Management Area.

8. **FLOOD ZONE.** The condominium is not located in a special flood hazard zone.

9. **MAIL DELIVERY.** There will be no mail delivery to the units.

10. **INSURANCE.** The Association of Unit Owners will carry casualty insurance and liability insurance on the common elements as a whole, including the individual units as unfinished storage space only. Individual unit owners will be responsible to insure themselves against loss or damage to any internal improvements and alterations and their own contents, equipment, inventory and personal property. Also, individual unit owners will be responsible for insurance against liability claims for injuries and damages to tenants or third persons occurring within, or in connection with the owner's operation of, the unit.

11. **ELECTRICAL SERVICE.** Each unit shall be equipped with one (1) 15-amp electrical outlet. This is sufficient for only incidental lighting and other small electrical uses. The system circuit breaker will switch off if excess demand is imposed on the outlet, leaving the unit without power. Resetting the breaker may not be possible without access to the central circuit breaker box, which may be locked, even during business hours. Unit owners will not be able to install or use significant lighting, air conditioning, telecommunications, computers, or electrical tools in the units. Units are for passive storage purposes only.

12. **ZONING.** The Developer hereby certifies that the zoning applicable to the condominium is M-1 Light Industrial District.

13. **MOLD AND CLIMATIC RISKS.** While some ventilation has been designed into the buildings, closed storage space in Maui is subject to mold, mildew, moisture, and related climatic risks. Each unit purchaser shall assume all such risks and shall be responsible for installing and operating his or her own ventilation, de-humidifier equipment, or other measures needed to protect the purchaser's stored contents from these risks.

14. **DIMENSIONS.** The roll-up door opening in each unit measures approximately ten (10) feet wide by ten (10) feet high. Opening door size, interior dimensions, and ceiling height should be measured by each prospective unit purchaser with the purchaser's particular storage and access needs in mind, to verify that the space will adequately meet the purchaser's storage needs. Developer makes no representations or warranties with regard to the adequacy of the space.

15. **REAL ESTATE LICENSING STATUS.** Bennett J. Walin, the Vice President of the Developer and the owner (through a wholly-owned limited liability company) of a fifty percent (50%) interest in the land comprising the project site, is a licensed real estate broker with Commercial Properties of Maui, LLC, the listing broker for the Project. David Ward is a licensed agent with Commercial Properties of Maui, LLC.

TABLE OF CONTENTS

	<u>Page</u>
Preparation of this Report.....	1
General Information On Condominiums.....	2
Operation of the Condominium Project.....	2
1. THE CONDOMINIUM PROJECT.....	3
1.1 The Underlying Land.....	3
1.2 Buildings and Other Improvements.....	3
1.3 Unit Types and Sizes of Units.....	3
1.4 Parking Stalls.....	4
1.5 Boundaries of the Units.....	4
1.6 Permitted Alterations to the Units	4
1.7 Common Interest.....	4
1.8 Recreational and Other Common Facilities.....	4
1.9 Common Elements.....	5
1.10 Limited Common Elements.....	5
1.11 Special Use Restrictions	5
1.12 Encumbrances Against Title.....	5
1.13 Uses Permitted by Zoning and Zoning Compliance Matters	6
1.14 Other Zoning Compliance Matters.....	6
1.15 Conversions	7
1.16 Project In Agricultural District.....	8
1.17 Project with Assisted Living Facility.....	8
2. PERSONS CONNECTED WITH THE PROJECT.....	9
2.1 Developer.....	9
2.2 Real Estate Broker.....	9
2.3 Escrow Depository.....	9
2.4 General Contractor.....	9
2.5 Condominium Managing Agent.....	9
2.6 Attorney for Developer	9
3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS	10
3.1 Declaration of Condominium Property Regime	10
3.2 Bylaws of the Association of Unit Owners	10
3.3 Condominium Map.....	10
3.4 House Rules.....	11
3.5 Changes to the Condominium Documents.....	11
3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents.....	11
4. CONDOMINIUM MANAGEMENT.....	12
4.1 Management of the Common Elements	12
4.2 Estimate of the Initial Maintenance Fees.....	12
4.3 Utility Charges to be Included in the Maintenance Fee.....	12
4.4 Utilities to be Separately Billed to Unit Owner	12
5. SALES DOCUMENTS.....	13
5.1 Sales Documents Filed with the Real Estate Commission.....	13
5.2 Sales to Owner-Occupants.....	13
5.3 Blanket Liens.....	13
5.4 Construction Warranties	13
5.5 Status of Construction, Date of Completion or Estimated Date of Completion.....	14

TABLE OF CONTENTS

	Page
5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance	14
5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance.....	14
5.6.2 Purchaser Deposits Will Be Disbursed Before Closing.....	14
5.7 Rights Under the Sales Contract	16
5.8 Purchaser's Right to Cancel or Rescind a Sales Contract	16
5.8.1 Purchaser's 30-Day Right to Cancel a Sales Contract.....	17
5.8.2 Right to Cancel a Sales Contract if Completion Deadline Missed.....	17
5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change	17
6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT.....	18
EXHIBIT A: Leasehold Exhibit	
EXHIBIT B: Descriptions of Buildings, Units, and Common Elements	
EXHIBIT C: Encumbrances Against Title	
EXHIBIT D: Estimated Common Expenses and Reserves	
EXHIBIT E: Summary of Sales Contract	
EXHIBIT F: Summary of Escrow Agreement	
EXHIBIT G: Letter from County of Maui re Status of Building Permits	

General Information On Condominiums

A condominium is a special form of ownership of real property. To create a condominium in Hawaii after July 1, 2006, the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, must be followed. 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 and/or the building(s) and other improvements are leased to the purchaser. The lease for the land usually requires that at the end of the lease term, the lessees (unit owners) deliver their interest in the land to the lessor (fee property owner).

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

You will be entitled to exclusive ownership and possession of your unit. Subject to the documents governing them, condominium units may be individually bought, sold, rented, mortgaged or encumbered, and may be disposed of by will, gift or operation of law.

Your unit will, however, be part of the group of units that comprise the condominium project. Study the project's Declaration of Condominium Property Regime, Bylaws of the Association of Unit Owners, Condominium Map and House Rules, if any, which are being concurrently delivered to you with this report. These documents contain important information on the use and occupancy of the units and the common elements of the project, as well as the rules and regulations of conduct for unit owners, tenants and guests.

Operation of the Condominium Project

The Association of Unit Owners is the entity through which unit owners may take action with regard to the administration, management and operation of the condominium project. Each unit 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 a unit owner. The Board and officers can take certain actions without the vote of the unit owners. For example, the Board may hire and fire employees, increase or decrease maintenance fees, adopt budgets for revenues, expenses and reserves and regulate the use, maintenance, repair and replacement of common elements. Some of these actions may significantly impact the unit owners.

Until there is a sufficient number of purchasers of units to elect a majority of the Board, it is likely at first 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 purchasers should understand that it is important to all unit owners that the transition of control from the Developer to the unit owners be accomplished in an orderly manner and in a spirit of cooperation.

1. THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	<input type="checkbox"/> Fee Simple <input checked="" type="checkbox"/> Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Fee Owner's Name if Developer is not the Fee Owner	CONS BY LOT 12, LLC and 121 WEST AHULI'U, LLC, as equal tenants in common
Address of Project	121 West Ahuli'u Way, Wailuku, Maui, Hawaii 96793
Address of Project is expected to change because	Not applicable
Tax Map Key (TMK)	(2)3-8-094-012
Tax Map Key is expected to change because	a parcel number will be assigned by the County of Maui.
Land Area	53,005 square feet
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	Development Rights Option Agreement dated June 15, 2007

1.2 Buildings and Other Improvements

Number of Buildings	3
Floors Per Building	1
Number of New Building(s)	3
Number of Converted Building(s)	0
Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Metal, masonry and related materials

1.3 Unit Types and Sizes of Units

Unit Type	Quantity	BR/Bath	Net Living Area	Net Other Areas	Other Areas (lanai, garage, etc)	Total Area
I	2	0	0	266.5 sq. ft.	storage	266.5sq ft
II	15	0	0	277 sq. ft.	storage	277 sq. ft.
III	8	0	0	271 sq. ft.	storage	271 sq. ft.
IV	8	0	0	272 sq. ft.	storage	272 sq. ft.
V	50	0	0	282 sq. ft.	storage	282 sq. ft.
See Exhibit <u> B </u>						

83	Total Number of Units
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Note: Net Living Area is the floor area of the unit measured from the interior surface of the perimeter walls of the unit. Other documents and maps may give floor area figures that differ from those above because a different method of determining floor area may have been used.

1.4 Parking Stalls

Total Parking Stall in the Project:	19, plus two (2) loading stalls
Number of Guest Stalls in the Project:	Not applicable
Number of Parking Stalls Assigned to Each Unit:	0
Attach Exhibit _____ specifying the Parking Stall number(s) assigned to each unit and the type of parking stall(s) (regular, compact or tandem and indicate whether covered or open).	
If the Developer has reserved any rights to assign or re-assign parking stalls, describe such rights.	
All parking is unassigned. See item 3 on page 1a concerning the uses of parking areas.	

1.5 Boundaries of the Units

Boundaries of the unit:
Interior undecorated surfaces of perimeter walls, floors, and ceilings, and all of the exterior roll-up door provided with the unit. Interior and exterior structural elements of each building are common elements.

1.6 Permitted Alterations to the Units

Permitted alterations to the unit (if the unit is defined as a non-physical or spatial portion of the project, also describe what can be built within such portion of the project):
Units are sold as unfinished storage space. Owners may install interior shelving, cabinets, or other improvements, provided that the building structure shall not be affected.

1.7 Common Interest

Common Interest: Each unit will have a percentage interest in the common elements appurtenant to each unit. This interest is called the "common interest". It is used to determine each unit'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 unit owners. The common interest for each unit in this project, as described in Declaration, is:
Described in Exhibit _____.
As follows:
Each unit shall have a 1/83 common interest.

1.8 Recreational and Other Common Facilities (Check if applicable):

<input type="checkbox"/>	Swimming pool
<input type="checkbox"/>	Laundry Area
<input type="checkbox"/>	Storage Area
<input type="checkbox"/>	Tennis Court
<input type="checkbox"/>	Recreation Area
<input type="checkbox"/>	Trash Chute/Enclosure(s)
<input type="checkbox"/>	Exercise Room
<input type="checkbox"/>	Security Gate
<input type="checkbox"/>	Playground
<input checked="" type="checkbox"/>	Other (describe): Parking, driveway, landscaping, utility room, security gate, perimeter fencing

1.9 Common Elements

Common Elements: Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.

Described in Exhibit _____.

Described as follows:

Land, building structures, driveway and parking area, and any other above-ground structure which do not comprise any unit.

Common Element	Number
Elevators	0
Stairways	0
Trash Chutes	0

1.10 Limited Common Elements

Limited Common Elements: A limited common element is a portion of the common elements that is reserved for the exclusive use of one or more but fewer than all units in the project.

Described in Exhibit _____.

Described as follows:

There are no limited common elements.

1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.

<input type="checkbox"/>	Pets:
<input type="checkbox"/>	Number of Occupants:
<input checked="" type="checkbox"/>	Other: Passive storage use only. No active business such as manufacturing or retail sales.
<input type="checkbox"/>	There are no special use restrictions.

1.12 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 a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).

Exhibit C describes the encumbrances against title contained in the title report described below.

Date of the title report: July 25, 2008

Company that issued the title report: Title Guaranty of Hawaii, Inc.

1.13 Uses Permitted by Zoning and Zoning Compliance Matters

Uses Permitted by Zoning					
	Type of Use	No. of Units	Use Permitted by Zoning		Zoning
<input type="checkbox"/>	Residential		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<input type="checkbox"/>	Commercial		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<input type="checkbox"/>	Mix Residential/Commercial		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<input type="checkbox"/>	Hotel		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<input type="checkbox"/>	Timeshare		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<input type="checkbox"/>	Ohana		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<input type="checkbox"/>	Industrial		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<input type="checkbox"/>	Agricultural		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<input type="checkbox"/>	Recreational		<input type="checkbox"/> Yes	<input type="checkbox"/> No	
<input checked="" type="checkbox"/>	Other (Specify): storage	83	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	M-1 Light Industrial
Is/Are this/these use(s) specifically permitted by the project's Declaration or Bylaws?			<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Variances to zoning code have been granted.			<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Describe any variances that have been granted to zoning code			Parking waiver permitting nineteen (19) parking stalls based on passive storage use of all units.		

1.14 Other Zoning Compliance Matters

Conforming/Non-Conforming Uses, Structures and Lots			
<p>In general, a non-conforming use, structure or lot is a use, structure or lot that was lawful at one time but that does not now conform to present zoning requirements. Under present zoning requirements, limitations may apply to extending, enlarging or continuing the non-conformity and to altering and repairing non-conforming structures. In some cases, a non-conforming structure that is destroyed or damaged cannot be reconstructed.</p> <p>If a variance has been granted or if uses, structures or lots are either non-conforming or illegal, the purchaser should consult with county zoning authorities as to possible limitations that may apply in situations such as those described above.</p> <p>A purchaser may not be able to obtain financing or insurance if the condominium project has a non-conforming or illegal use, structure or lot.</p>			
	Conforming	Non-Conforming	Illegal
Uses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Structures	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lot	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<p>If a non-conforming use, structure or lot exists in this project, this is what will happen under existing laws or codes if the structure is damaged or destroyed:</p>			

1.15 Conversions

<p>Developer's statements regarding units that may be occupied for residential use and that have been in existence for five years or more.</p>	<p><input type="checkbox"/> Applicable</p> <p><input checked="" type="checkbox"/> Not Applicable</p>
<p>Developer's statement, based upon a report prepared by a Hawaii-licensed architect or engineer, describing the present condition of all structural components and mechanical and electrical installations material to the use and enjoyment of the units:</p>	
<p>Developer's statement of the expected useful life of each item reported above:</p>	
<p>List of any outstanding notices of uncured violations of any building code or other county regulations:</p>	
<p>Estimated cost of curing any violations described above:</p>	

<p>Verified Statement from a County Official</p>	
<p>Regarding any converted structures in the project, attached as Exhibit ____ is a verified statement signed by an appropriate county official which states that either:</p>	
<p>(A) The structures are in compliance with all zoning and building ordinances and codes applicable to the project at the time it was built, and specifying, if applicable:</p> <ul style="list-style-type: none"> (i) Any variances or other permits that have been granted to achieve compliance; (ii) Whether the project contains any legal non-conforming uses or structures as a result of the adoption or amendment of any ordinances or codes; and (iii) Any violations of current zoning or building ordinances or codes and the conditions required to bring the structure into compliance; 	<p style="text-align: center;">or</p> <p>(B) Based on the available information, the county official cannot make a determination with respect to the foregoing matters in (A) above.</p>
<p>Other disclosures and information:</p>	

1.16 Project In Agricultural District

<p>Is the project in an agricultural district as designated by the land use laws of the State of Hawaii? If answer is "Yes", provide information below.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable state and county land use laws? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the answer is "No", provide explanation.</p>	
<p>Are the structures and uses anticipated by the Developer's promotional plan for the project in compliance with all applicable county real property tax laws? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If the answer is "No", provide explanation and state whether there are any penalties for noncompliance.</p>	
<p>Other disclosures and information:</p>	

1.17 Project with Assisted Living Facility

<p>Does the project contain any assisted living facility units subject to Section 321-11(10), HRS? If answer is "Yes", complete information below.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>Licensing requirements and the impact of the requirements on the costs, operations, management and governance of the project.</p>	
<p>The nature and the scope of services to be provided.</p>	
<p>Additional costs, directly attributable to the services, to be included in the association's common expenses.</p>	
<p>The duration of the provision of the services.</p>	
<p>Other possible impacts on the project resulting from the provision of the services.</p>	
<p>Other disclosures and information.</p>	

2. PERSONS CONNECTED WITH THE PROJECT

2.1 Developer(s)	<p>Name: Maui Storage Development Inc.</p> <p>Business Address: 2073 Wells Street, Suite 101, Wailuku, Maui, HI 96793</p> <p>Business Phone Number : (808)249-2224</p> <p>E-mail Address: dave@fwmaui.com</p>
<p>Names of officers and directors of developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).</p>	<p>David L. Ward, President Bennett J. Walin, Vice President</p>
2.2 Real Estate Broker	<p>Name: Commercial Properties of Maui, LLC</p> <p>Business Address: 1955 Main Street, Suite 400, Wailuku, Maui, HI 96793</p> <p>Business Phone Number: (808)244-2200</p> <p>E-mail Address: bwalin@ccim.net</p>
2.3 Escrow Depository	<p>Name: Title Guaranty Escrow Services, Inc.</p> <p>Business Address: 80 Puunene Avenue, Kahului, Maui, HI 96732</p> <p>Business Phone Number: (808)871-2200</p>
2.4 General Contractor	<p>Name: Not yet determined</p> <p>Business Address:</p> <p>Business Phone Number:</p>
2.5 Condominium Managing Agent	<p>Name: Commercial Properties of Maui Management, Inc.</p> <p>Business Address: 1962B Wells Street, Wailuku, Maui, HI 96793</p> <p>Business Phone Number: (808)243-8600</p>
2.6 Attorney for Developer	<p>Name: Thomas D. Welch, Jr.</p> <p>Business Address: Mancini, Welch & Geiger LLP, 33 Lono Ave., Suite 470, Kahului, Maui, HI 96732</p> <p>Business Phone Number: (808)871-8351</p>

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), the Declaration, Bylaws and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

3.1 Declaration of Condominium Property Regime

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	July 10, 2008	2008-117767

Amendments to Declaration of Condominium Property Regime		
Land Court or Bureau of Conveyances	Date of Document	Document Number

3.2 Bylaws of the Association of Unit Owners

The Bylaws of the Association of Unit Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Unit 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 that affect how the condominium project will be governed.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	July 10, 2008	2008-117768

Amendments to Bylaws of the Association of Unit Owners		
Land Court or Bureau of Conveyances	Date of Document	Document Number

3.3 Condominium Map

The Condominium Map contains a site plan and floor plans, elevations and layout of the condominium project. It also shows the floor plan, unit number and dimensions of each unit.

Land Court Map Number	
Bureau of Conveyances Map Number	4680
Dates of Recordation of Amendments to the Condominium Map:	

3.4 House Rules

The Board of Directors may adopt rules and regulations (commonly called "House Rules") to govern the use and operation of the common elements and limited common elements. House Rules may cover matters such as parking regulations, hours of operation for common facilities such as recreation areas, use of lanais and requirements for keeping pets. These rules must be followed by owners, tenants, and guests. They do not need to be recorded or filed to be effective. The initial House Rules are usually adopted by the Developer. Changes to House Rules do not need to be recorded to be effective.

The House Rules for this project:

Are Proposed	<input checked="" type="checkbox"/>	
Have Been Adopted and Date of Adoption	<input type="checkbox"/>	
Developer does not plan to adopt House Rules	<input type="checkbox"/>	

3.5 Changes to the Condominium Documents

Changes to Condominium Documents: Changes to the Declaration, Bylaws and Condominium Map are effective only if they are duly adopted and recorded. Where permitted, the minimum percentages of the common interest that must vote for or give written consent to changes to the Declaration, Bylaws and Condominium Map are set forth below. The percentages for any individual condominium project may be more than the minimum set by law if the Declaration or Bylaws for the project so provide.

Document	Minimum Set by Law	This Condominium
Declaration	67%	67%
Bylaws	67%	67%

3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents

<input type="checkbox"/>	No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any).
<input checked="" type="checkbox"/>	<p>Developer has reserved the right to change the Declaration, Bylaws, Condominium Map and House Rules (if any) and to add to or merge the project or to develop the project in one or more phases, and such rights are summarized as follows:</p> <p>Developer has reserved the right to amend the Declaration and Condominium Map in any manner prior to the recording of the first unit sale. After said recording, the Developer may amend the Declaration and Condominium Map to satisfy the requirements of law, lenders, insurers or others provided that the design, size, location, or common interest of any unit shall not be materially changed without the consent of the owner thereof.</p>

4. CONDOMINIUM MANAGEMENT

4.1 Management of the Common Elements

Management of the Common Elements: The Association of Unit 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.	
The initial Condominium Managing Agent for this project is (check one):	
<input type="checkbox"/>	Not affiliated with the Developer
<input type="checkbox"/>	None (self-managed by the Association)
<input checked="" type="checkbox"/>	The Developer or an affiliate of the Developer
<input type="checkbox"/>	Other (explain)

4.2 Estimate of the Initial Maintenance Fees

Estimate of the Initial Maintenance Fees: The Association will make assessments against your unit 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 unit and the unit 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 <u>D</u> contains a breakdown of the estimated annual maintenance fees and the monthly estimated maintenance fee for each unit, certified to have been based on generally accepted accounting principles, with the Developer's statement as to when a unit owner shall become obligated to start paying the unit owner's share of the common expenses.

4.3 Utility Charges to be Included in the Maintenance Fee

If checked, the following utilities are included in the maintenance fee:	
<input checked="" type="checkbox"/>	Electricity for the common elements
<input type="checkbox"/>	Gas for the common elements <i>not applicable</i>
<input checked="" type="checkbox"/>	Water for common elements
<input type="checkbox"/>	Sewer <i>not applicable</i>
<input type="checkbox"/>	TV Cable <i>not applicable</i>
<input type="checkbox"/>	Other (specify)

4.4 Utilities to be Separately Billed to Unit Owner

If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee:	
<input type="checkbox"/>	Electricity for the Unit only
<input type="checkbox"/>	Gas for the Unit only
<input type="checkbox"/>	Water
<input type="checkbox"/>	Sewer
<input type="checkbox"/>	TV Cable
<input type="checkbox"/>	Other (specify)

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

<input checked="" type="checkbox"/>	Specimen Sales Contract Exhibit <u>E</u> contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.
<input checked="" type="checkbox"/>	Escrow Agreement dated: June 27, 2008 Name of Escrow Company: Title Guaranty Escrow Services, Inc. Exhibit <u>F</u> contains a summary of the pertinent provisions of the escrow agreement.
<input type="checkbox"/>	Other:

5.2 Sales to Owner-Occupants Not applicable.

If this project contains three or more residential units, the Developer shall designate at least fifty percent (50%) of the units for sale to Owner-Occupants.

<input type="checkbox"/>	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.
<input type="checkbox"/>	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit ____.
<input type="checkbox"/>	Developer has or will designate the units for sale to Owner-Occupants by publication.

5.3 Blanket Liens

Blanket Liens: A blanket lien is an encumbrance (such as a mortgage) on the entire condominium project or more than one unit that secures some type of monetary debt (such as a loan) or other obligation. Blanket liens (except for improvement district or utility assessments) must be released as to a unit before the developer conveys the unit to a purchaser. The purchaser's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the unit to the purchaser.

<input type="checkbox"/>	There are <u>no blanket liens</u> affecting title to the individual units.
<input checked="" type="checkbox"/>	There are <u>blanket liens</u> that may affect title to the individual units.

Type of Lien	Effect on Purchaser's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance
Mortgage in favor of Central Pacific Bank recorded as Document No. 2008-076036 for \$1,100,000.00	Purchaser will lose the right to acquire the unit but escrow shall return all Purchaser's deposits.

5.4 Construction Warranties

Construction Warranties: Warranties for individual units and the common elements, including the beginning and ending dates for each warranty (or the method of calculating them), are as set forth below:
Building and Other Improvements: One (1) year from the date of substantial completion.
Appliances: There are no appliances being sold with the units.

5.5 Status of Construction, Date of Completion or Estimated Date of Completion

<p>Status of Construction:</p> <p>Construction has not yet begun. Estimated date of completion is July 31, 2009.</p>
<p>Completion Deadline: If a sales contract for a unit is signed before the construction of the unit has been completed, or, in the case of a conversion, completion of any repairs, does not occur by the completion deadline set forth below, one of the remedies available to a purchaser is a cancellation of the purchaser's sales contract. The sales contract may include a right of the Developer to extend the completion deadline for force majeure as defined in the sales contract. The sales contract may also provide additional remedies for the purchaser.</p>
<p>Completion Deadline for any unit not yet constructed, as set forth in the sales contract:</p> <p>Eighteen (18) months from the effective date of the sales contract.</p>
<p>Completion Deadline for any repairs required for a unit being converted, as set forth in the sales contract:</p> <p>Not applicable.</p>

5.6 Developer's Use of Purchaser Deposits to Pay for Project Construction Costs Before Closing or Conveyance

The Developer is required to deposit all moneys paid by purchasers in trust under a written escrow agreement with a Hawaii licensed escrow depository. Escrow shall not disburse purchaser deposits to the Developer or on behalf of the Developer prior to closing, except if a sales contract is canceled or if Developer has met certain requirements, which are described below.

5.6.1 Purchaser Deposits Will Not Be Disbursed Before Closing or Conveyance

<input checked="" type="checkbox"/>	<p>The Developer hereby declares by checking the box to the left that it shall use its own funds to complete the construction of the condominium project by the date indicated in Section 5.5 of this report, and the Developer, pursuant to its own analysis and calculations, certifies that it has sufficient funds to complete the construction of the condominium project.</p> <p><i>If this box is checked, Section 5.6.2, which follows below, will not be applicable to the project.</i></p>
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5.6.2 Purchaser Deposits Will Be Disbursed Before Closing

<p>Hawaii law provides that, if certain statutory requirements are met, purchaser deposits in escrow under a binding sales contract may be used before closing to pay for certain project costs. For this project, the Developer indicates that purchaser deposits may be used for the following purposes (check applicable box):</p>	
<input type="checkbox"/>	<p>For new construction: to pay for project construction costs described in the Developer's budget and approved by the Developer's lender or an otherwise qualified, financially disinterested person; or</p>
<input type="checkbox"/>	<p>For conversions: to pay for repairs necessary to cure violations of county zoning and building ordinances and codes, for architectural, engineering, finance and legal fees, and for other incidental expenses.</p>

In connection with the use of purchaser deposits (check Box A or Box B):

<p>Box A</p> <p><input type="checkbox"/></p>	<p>The Developer has submitted all information and documents required by law and the Commission prior to the disbursement of purchaser deposits before closing. This means that the Developer may use such deposits before closing. If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report.</p> <p>If Box A is checked, you should read and carefully consider the following notice, which is required by law:</p> <p><u>Important Notice Regarding Your Deposits:</u> Deposits that you make under your sales contract for the purchase of the unit may be disbursed before closing of your purchase to pay for project costs, construction costs, project architectural, engineering, finance, and legal fees, and other incidental expenses of the project. While the developer has submitted satisfactory evidence that the project should be completed, it is possible that the project may not be completed. If your deposits are disbursed to pay project costs and the project is not completed, there is a risk that your deposits will not be refunded to you. You should carefully consider this risk in deciding whether to proceed with your purchase.</p>
<p>Box B</p> <p><input type="checkbox"/></p>	<p>The Developer has <u>not</u> submitted all information and documents required by law and the Commission, and, until all such information and documents are submitted, thus, the Developer cannot use purchaser deposits.</p> <p>If the Developer later submits all information and documents required by law and the Commission for the use of purchaser deposits, then the Developer must provide an amendment to this report or an amended developer's public report to each purchaser who has signed a sales contract. At such time, the <u>Important Notice Regarding Your Deposits</u> set forth immediately above will apply to all purchasers and will be restated in the amendment to this report or an amended developer's public report. When an effective date for such an amendment or an amended developer's public report is issued, <u>you will not have the right to rescind or cancel the sales contract by reason of such submission and amendment.</u> (This, however, does not affect your right to rescind for material changes or any other right you may have to rescind or cancel the sales contract, as described in Section 5.8 below.) If the Developer decides not to use purchaser deposits before closing, the Developer does not need to amend this report.</p> <p>You should understand that, although the <u>Important Notice Regarding Your Deposits</u> set forth above does not currently apply to you, it might apply to you in the future, and, therefore, you should read and carefully consider it now to ensure that you understand the risk involved in deciding whether to proceed with your purchase.</p>

Material House Bond. If the Developer has submitted to the Commission a completion or performance bond issued by a material house instead of a surety as part of the information provided prior to the use of purchaser deposits prior to closing or conveyance of a unit, the Developer shall disclose the same below and disclose the impact of any restrictions on the Developer's use of purchaser deposits.

5.7 Rights Under the Sales Contract

Before signing the sales contract, prospective purchasers should carefully review all documents relating to the project. These include but are not limited to the documents listed below. Items 2, 3 and 4 are made a part of this public report, as well as Item 5, if any, and are being delivered to you with this report.

- | | |
|----|--|
| 1. | Developer's Public Report |
| 2. | Declaration of Condominium Property Regime (and any amendments) |
| 3. | Bylaws of the Association of Unit Owners (and any amendments) |
| 4. | Condominium Map (and any amendments) |
| 5. | House Rules, if any |
| 6. | Escrow Agreement |
| 7. | Hawaii's Condominium Property Act (Chapter 514B, HRS, as amended) and Hawaii Administrative Rules (Chapter 16-107, adopted by the Real Estate Commission, as amended), provided that rules and regulations under Chapter 514B have not yet been adopted. |
| 8. | Other:
Exhibit C lists several documents which encumber title. Purchasers are urged to consult with their attorneys with respect to these items. |

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 514B, HRS) and the Administrative Rules (Chapter 107, HAR), are available online. Please refer to the following sites:

Website to access official copy of laws: www.capitol.hawaii.gov

Website to access rules: www.hawaii.gov/dcca/har

5.8 Purchaser's Right to Cancel or Rescind a Sales Contract

A purchaser's right to cancel a sales contract or to rescind a sales contract may arise under varying circumstances. In the sections below, some circumstances that will give rise to a purchaser's right to cancel or rescind are described, together with what a purchaser must do if the purchaser wishes to exercise any of the rights.

5.8.1 When a Sales Contract becomes Binding and Purchaser's 30-Day Right to Cancel a Sales Contract

A sales contract signed by a purchaser and the developer will not become binding on a purchaser or the Developer until the following events have taken place:

(1) The purchaser has signed the sales contract.
(2) The Developer has delivered to the purchaser a true copy of the developer's public report with an effective date issued by the Commission, together with all amendments to the report as of the date of delivery, and the project's recorded Declaration and Bylaws, House Rules (if any), the Condominium Map and any amendments to them to date (all of which are a part of the developer's public report). If it is impracticable to include a letter-sized Condominium Map, the Developer must provide written notice of an opportunity to examine the Condominium Map.

(3) The Developer has delivered to the purchaser a notice of the purchaser's 30-day cancellation right on a form prescribed by the Commission.

(4) The purchaser does at least one of the following:

(a) Waives the purchaser's right to cancel the sales contract within 30 days from receipt of the notice of the purchaser's 30-day cancellation right; or

- (b) Allows the 30-day cancellation period to expire without exercising the right to cancel; or
- (c) Closes the purchase of the unit before the 30-day cancellation period expires.

The purchaser or the Developer may cancel the sales contract at any time during the 30-day cancellation period, and the sales contract will be canceled and the purchaser's deposits returned to the purchaser, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.

5.8.2 Right to Cancel a Sales Contract if Completion Deadline Is Missed

In addition to the purchaser's 30-day cancellation right described in Section 5.8.1 above, when a sales contract is signed before completion of construction of a project, the purchaser will have the right to cancel if the unit is not completed by certain deadlines. In conversion projects, there must be a deadline for completion of any required repairs. Every sales contract shall contain an agreement of the Developer that the completion of construction shall occur on or before the completion deadline, and that completion deadline is set forth in this report in Section 5.5. The sales contract shall provide that the purchaser may cancel the sales contract at any time after the specified completion deadline, if completion of construction does not occur on or before the completion deadline, as the same may have been extended. Upon a cancellation, the purchaser's deposits shall be refunded, less any escrow cancellation fee and other costs associated with the purchase, up to a maximum of \$250.00.

5.8.3 Purchaser's Right to Rescind a Binding Sales Contract After a Material Change

If a "material change" in a project occurs after a purchaser has signed a sales contract that has become binding, the purchaser will have a 30-day right to rescind after notification and description of the material change. A material change is defined in the Condominium Property Act to be any change that "directly, substantially and adversely affects the use or value of (1) a purchaser's unit or appurtenant limited common elements; or (2) those amenities of the project available for the purchaser's use."

The purchaser will be informed of the material change by the developer on a form prescribed by the Commission containing a description of the material change.

After notice of the material change, the purchaser may waive the right to rescind by:

- (1) Checking the waiver box on the rescission form; or
- (2) Letting the 30-day rescission period expire, without taking any action to rescind; or
- (3) Closing the purchase of the unit before the 30-day rescission period expires.

The rescission form must be signed by all purchasers of the affected unit and delivered to the developer no later than midnight of the 30th calendar day after the purchasers received the rescission form from the developer. Purchasers who validly exercise the right of rescission shall be entitled to a prompt and full refund of any moneys paid.

A rescission right shall not apply in the event of any additions, deletions, modifications and reservations including, without limitation, the merger or addition or phasing of a project, made pursuant to the terms of the project's Declaration.

These provisions shall not preclude a purchaser from exercising any rescission rights pursuant to a contract for the sale of a unit or any applicable common law remedies.

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

The Developer declares subject to the penalties set forth in Section 514B-69, HRS, that this project conforms to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a)(13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

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 purchasers 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. The Developer hereby agrees promptly to amend this report to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report at least 30 days prior to the anniversary date of the effective date of this report.

Maui Storage Development Inc.

Printed Name of Developer

By: 

Duly Authorized Signatory*

August 26, 2008

Date

Bennett Welin V.P.

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, County of Maui

Planning Department, County of Maui

***Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.**

Exhibit: A

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 (unit 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.

A. **Leasehold Interest to be Conveyed to Buyer:**

Leasehold: An individual unit and its appurtenant common elements, which includes the underlying land, will be leased to each purchaser.

Sub-leasehold: An individual unit and its appurtenant common elements, which includes the underlying land, will be subleased to each purchaser.

Condominium Conveyance Document: An individual unit and its appurtenant common elements exclusive of the underlying land, will be conveyed to each purchaser by way of a deed, together with a lease of an undivided interest in the underlying land.

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

The explanations provided below describe the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: July 31, 2059

Rent Renegotiation Date(s): Not applicable

Lease Rent Payable: Monthly Quarterly Semi-Annually Yearly

This information can be made available for individuals with special needs. Please call the Senior Condominium Specialist at (808) 586-2643 to submit your request.

Attached hereto is a schedule of the lease rent for each unit per: Month Year

For Sub-leaseholds:

- Purchaser's sublease may be canceled if the master lease between the sublessor and fee owner is:
 Canceled Foreclosed
- As long as the purchaser is not in default, the purchaser may continue to occupy the unit and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.

Schedule of Lease Rent (Monthly)

Commencement date to July 31, 2009:	\$168.68 **
Lease Year 2 (August 1, 2009 - July 31, 2010):	\$173.74**
Lease Year 3 (August 1, 2010 - July 31, 2011):	\$178.95**
Each of Lease Years 4 through 50:	Rent increases by three percent (3%), effective on August 1 of each year**

*Monthly rent shall be paid quarterly in advance.

**With each rent payment, unit owner will pay Hawaii general excise tax (.0416 of rent in 2008, but subject to change)

EXHIBIT B

DESCRIPTIONS OF BUILDINGS, UNITS AND COMMON ELEMENTS

DESCRIPTION OF BUILDINGS:

The project contains three (3) buildings, containing eighty-three (83) storage units. The buildings have no basements. Each building is constructed primarily of masonry, metal, and related materials.

DESCRIPTION OF UNITS:

The project contains eighty-three (83) storage units. Each unit has immediate access to the driveway and parking areas of the project which in turn provides a driveway area providing egress and ingress to easements over West Ahuli'u Way and Waiko Road, which in turn provide access to the public highway.

There are five (5) unit types. Unit numbers, areas, and common interests are as follows:

<u>Unit No.</u>	<u>Unit Type</u>	<u>Location</u>	<u>Net Area (sq. ft.)</u>	<u>Common Interest</u>
A-1	I	Bldg. A, West End	266.5	1/83
A-2	II	Bldg. A, West End	277	1/83
A-3	II	Bldg. A, West End	277	1/83
A-4	II	Bldg. A, West End	277	1/83
A-5	II	Bldg. A, West of Middle	277	1/83
A-6	II	Bldg. A, West of Middle	277	1/83
A-7	II	Bldg. A, West of Middle	277	1/83
A-8	II	Bldg. A, West of Middle	277	1/83
A-9	II	Bldg. A, Middle	277	1/83
A-10	II	Bldg. A, East of Middle	277	1/83
A-11	II	Bldg. A, East of Middle	277	1/83
A-12	II	Bldg. A, East of Middle	277	1/83
A-13	II	Bldg. A, East of Middle	277	1/83
A-14	II	Bldg. A, East End	277	1/83
A-15	II	Bldg. A, East End	277	1/83
A-16	II	Bldg. A, East End	277	1/83
A-17	I	Bldg. A, East End	266.5	1/83
B-1	III	Bldg. B, N.W. End	271	1/83
B-2	V	Bldg. B, N.W. End	282	1/83
B-3	V	Bldg. B, N.W. End	282	1/83
B-4	V	Bldg. B, N.W. End	282	1/83
B-5	V	Bldg. B, N.W. Middle	282	1/83
B-6	V	Bldg. B, N.W. Middle	282	1/83
B-7	V	Bldg. B, North Middle	282	1/83

<u>Unit No.</u>	<u>Unit Type</u>	<u>Location</u>	<u>Net Area (sq. ft.)</u>	<u>Common Interest</u>
B-8	IV	Bldg. B, North Middle	272	1/83
B-9	IV	Bldg. B, North Middle	272	1/83
B-10	V	Bldg. B, North Middle	282	1/83
B-11	V	Bldg. B, N.E. Middle	282	1/83
B-12	V	Bldg. B, N.E. Middle	282	1/83
B-13	V	Bldg. B, N.E. End	282	1/83
B-14	V	Bldg. B, N.E. End	282	1/83
B-15	V	Bldg. B, N.E. End	282	1/83
B-16	III	Bldg. B, N.E. End	271	1/83
B-17	III	Bldg. B, S.W. End	271	1/83
B-18	V	Bldg. B, S.W. End	282	1/83
B-19	V	Bldg. B, S.W. End	282	1/83
B-20	V	Bldg. B, S.W. End	282	1/83
B-21	V	Bldg. B, S.W. Middle	282	1/83
B-22	V	Bldg. B, S.W. Middle	282	1/83
B-23	V	Bldg. B, S. Middle	282	1/83
B-24	IV	Bldg. B, S. Middle	272	1/83
B-25	IV	Bldg. B, S. Middle	272	1/83
B-26	V	Bldg. B, S. Middle	282	1/83
B-27	V	Bldg. B, S.E. Middle	282	1/83
B-28	V	Bldg. B, S.E. Middle	282	1/83
B-29	V	Bldg. B, S.W. End	282	1/83
B-30	V	Bldg. B, S.W. End	282	1/83
B-31	V	Bldg. B, S.W. End	282	1/83
B-32	III	Bldg. B, S.W. End	271	1/83
C-1	III	Bldg. C, N.W. End	271	1/83
C-2	V	Bldg. C, N.W. End	282	1/83
C-3	V	Bldg. C, N.W. End	282	1/83
C-4	V	Bldg. C, N.W. End	282	1/83
C-5	V	Bldg. C, N.W. Middle	282	1/83
C-6	V	Bldg. C, N.W. Middle	282	1/83
C-7	V	Bldg. C, N. Middle	282	1/83
C-8	IV	Bldg. C, N. Middle	272	1/83
C-9	IV	Bldg. C, N. Middle	272	1/83
C-10	V	Bldg. C, N. Middle	282	1/83
C-11	V	Bldg. C, N.E. Middle	282	1/83
C-12	V	Bldg. C, N.E. Middle	282	1/83
C-13	V	Bldg. C, N.E. Middle	282	1/83
C-14	V	Bldg. C, N.E. End	282	1/83
C-15	V	Bldg. C, N.E. End	282	1/83
C-16	V	Bldg. C, N.E. End	282	1/83
C-17	III	Bldg. C, N.E. End	271	1/83
C-18	III	Bldg. C, S.W. End	271	1/83
C-19	V	Bldg. C, S.W. End	282	1/83

<u>Unit No.</u>	<u>Unit Type</u>	<u>Location</u>	<u>Net Area (sq. ft.)</u>	<u>Common Interest</u>
C-20	V	Bldg. C, S.W. End	282	1/83
C-21	V	Bldg. C, S.W. End	282	1/83
C-22	V	Bldg. C, S.W. Middle	282	1/83
C-23	V	Bldg. C, S.W. Middle	282	1/83
C-24	V	Bldg. C, S. Middle	282	1/83
C-25	IV	Bldg. C, S. Middle	272	1/83
C-26	IV	Bldg. C, S. Middle	272	1/83
C-27	V	Bldg. C, S. Middle	282	1/83
C-28	V	Bldg. C, S.E. Middle	282	1/83
C-29	V	Bldg. C, S.E. Middle	282	1/83
C-30	V	Bldg. C, S.E. Middle	282	1/83
C-31	V	Bldg. C, S.E. End	282	1/83
C-32	V	Bldg. C, S.E. End	282	1/83
C-33	V	Bldg. C, S.E. End	282	1/83
C-34	III	Bldg. C, S.E. End	271	1/83

Each unit has a single open room or bay with roll-up door and no interior partitions, drop ceilings or mezzanines. All interior improvements shall be the responsibility of each unit owner. The only difference between unit types is the floor area of the units.

LOCATION AND NUMBERING OF UNITS:

Buildings are lettered A, B and C, from north to south. Units are numbered consecutively from northwest to southeast in each building, in the following group sequences as follows:

- Building A: Units A1 through A17
- Building B: Units B1 through B16; Units B17 through B32
- Building C: Units C1 through C17; Units C18 through C34

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS:

The common elements of the condominium are defined in the body of the Declaration. The common elements include all land, the buildings, and all other above-ground structures, the driveway and parking area, entry gate, perimeter fencing, security systems, and elements of the condominium which are not included within any unit. There are no limited common elements.

PARKING:

The general driveway parking and loading areas are common areas and are subject to the reasonable regulation of the Association of Unit Owners, through the

Board of Directors. Parking spaces and loading spaces are common elements and unassigned to the individual units.

END OF EXHIBIT B

EXHIBIT C

ENCUMBRANCES AGAINST TITLE

***Comments in parenthesis below are not part of the encumbrances provided by the title company and do not represent any warranty or representation by the State of Hawaii Real Estate Commission or the title company but are explanations provided by Developer's attorney to assist Purchasers in understanding the disclosures in this Exhibit "B". They are not approved by the title company and will not be set forth or referred to in Purchaser's title insurance policy to be issued at the time of purchase.**

1. Real Property Taxes which may be due and owing. Reference is made to the Tax Assessor's Office, County of Maui.

2. The terms and provisions contained in Deed dated May 23, 2000, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2000-073632.

*(This does not affect the use or development of the land within this condominium.)

3. The terms and provisions contained in Subdivision Agreement (Three Lots or Less) dated January 11, 2001, recorded in the said Bureau of Conveyances as Document No. 2001-029207, by and between Consolidated Baseyards, LLC, "Owner", and the County of Maui, "County".

*(This does not affect the use or enjoyment of the condominium since it is applied to the land in its pre-developed state.)

4. The terms and provisions contained in Agreement for Allocation of Future Subdivision Potential dated March 6, 2001, recorded in the said Bureau of Conveyances as Document No. 2001-058245, by Consolidated Baseyards, L.L.C.

*(This agreement provides that the condominium land may not be subdivided into additional smaller lots in the future.)

5. Memorandum of Agreement dated January 5, 2004, by Consolidated Baseyards LLC, a Hawaii limited liability company, and Alexander & Baldwin, Inc., a Hawaii corporation, recorded in the said Bureau of Conveyances as Document No. 2004-008652.

*(This does not affect the use or enjoyment of the condominium since it is applied to the land in its pre-developed state.)

6. Notice of Imposition of Conditions by the Land Use Commission dated June 29, 2005, by Consolidated Baseyards LLC, a Hawaii limited liability company, recorded in the said Bureau of Conveyances as Document No. 2005-135530.

*(This does not affect the use or enjoyment of the condominium since it is applied to the land in its pre-developed state.)

7. The terms and provisions contained in Declaration of Conditions Applicable to an Amendment of District Boundary from Agricultural to Urban dated June 29, 2005, recorded in the said Bureau of Conveyances as Document No. 2005-135531.

Said Declaration was amended and restated by instrument dated July 22, 2005, recorded as Document No. 2005-150248.

*(This does not affect the use or enjoyment of the condominium since it is applied to the land in its pre-developed state.)

8. The terms and provisions contained in Unilateral Agreement and Declaration for Conditional Zoning dated September 14, 2005, recorded in the said Bureau of Conveyances as Document No. 2005-192101.

*(This agreement designates the use and development of the land for commercial and light industrial purposes.)

9. The terms and provisions contained in Agreement Regarding Affordable Housing dated June 26, 2006, recorded in the said Bureau of Conveyances as Document No. 2006-123452, by and between Consolidated Baseyards LLC, a Hawaii limited liability company, "CBL", and the County of Maui, "County".

*(This does not affect the use or enjoyment of the condominium since it is applied to the land in its pre-developed state.)

10. Grant to Maui Electric Company, Limited and Hawaiian Telcom, Inc. dated June 16, 2006, recorded in the said Bureau of Conveyances as Document No. 2006-147437, granting an

easement for utility purposes as shown on the map attached thereto.

*(This grants an easement for electric and telephone utilities and does not affect the use of the property for its intended purposes.)

11. The terms and provisions contained in Utility Easement dated December 15, 2003, recorded in the said Bureau of Conveyances as Document No. 2006-147438.

*(This grants an easement for utility purposes and does not affect the use of the property for its intended purposes.)

12. The terms and provisions contained in Declaration of Covenants, Conditions and Restrictions for Consolidated Baseyards dated October 13, 2006, recorded in the said Bureau of Conveyances as Document No. 2006-190083.

The foregoing includes, but is not limited to, matters relating to wastewater, water system, control of emissions and drainage improvements.

*(This Declaration establishes the uses and restrictions for the Consolidated Baseyards and establishes the use and maintenance of the wastewater, water system, drainage improvements and common areas and the control of emissions in the Consolidated Baseyards.)

13. Designation of Easement "L-7" for landscape purpose as shown on File Plan Number 2435.

*(Note: This establishes an easement for landscape purpose, which does not impact the use or value of the condominium property.)

14. Designation of Easement "U-1" for water system purpose as shown on File Plan Number 2435.

*(Note: This establishes an easement for water system purpose, which does not impact the use or value of the condominium property.)

15. The terms and provisions contained in Limited Warranty Deed dated April 27, 2007, recorded in the said Bureau of Conveyances as Document No. 2007-080512.

The foregoing includes, but is not limited to, matters relating to agricultural activities and by-products, including sugar cane burning, on nearby lands.

*(This does not affect the use or development of the land within this condominium.)

16. Mortgage made by Cons By Lot 12, LLC, a Hawaii limited liability company, and 121 West Ahuli'u, LLC, a Hawaii limited liability company, in favor of Central Pacific Bank, a Hawaii corporation, dated May 8, 2008, recorded in the said Bureau of Conveyances as Document No. 2008-076036.

*(Note: Each unit will be released from the lien of this document upon its sale and transfer to the unit purchaser.)

17. The terms and provisions contained in Declaration of Condominium Property Regime for "Maui Storage Space" Condominium Project dated July 10, 2008, recorded in the said Bureau of Conveyances as Document No. 2008-117767, covered by 4680 and any amendments thereto.

18. The terms and provisions contained in By-Laws of the Association of Unit Owners dated July 10, 2008, recorded in the said Bureau of Conveyances as Document No. 2008-117768.

19. Any unrecorded leases and matters arising from or affecting the same.

*(Seller will convey each unit to its purchaser free and clear of this item. This item will be deleted from each purchaser's title insurance policy at closing.)

20. Any lien (or claim of lien) for services, labor or material arising from an improvement or work related to the land upon which said condominium project is situate.

*(Seller will convey each unit to its purchaser free and clear of this item. This item will be deleted from each purchaser's title insurance policy at closing.)

END OF EXHIBIT C

Tax Key: (2) 3-8-094-012

WAIKO INDUSTRIAL LOT 12
OPERATING BUDGET
Prepared on a Cash basis

INCOME:	January	February	March	April	May	June	July	August	September	October	November	December	Total
Common Expense Assessment	21,241.36	21,241.36	21,241.36	21,241.36	21,241.36	21,241.36	21,241.36	21,241.36	21,241.36	21,241.36	21,241.36	21,241.36	254,896.32
83 units x \$225.92/MONTH													
Reserve	1,885.00	1,885.00	1,885.00	1,885.00	1,885.00	1,885.00	1,885.00	1,885.00	1,885.00	1,885.00	1,885.00	1,885.00	22,620.00
83 units X \$22.71/MONTH													
TOTAL INCOME	23,126.36	277,516.32											

COMMON EXPENSES:	January	February	March	April	May	June	July	August	September	October	November	December	Total
Electrical Repairs & Maint.	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
Electricity	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	4,800.00
General Repairs & Maint.	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,800.00
Industrial Park Dues	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	4,200.00
Insurance D&O	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00
Insurance (Prop/Liab/Bond)	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00	18,000.00
Landscaping & Cleanup	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
Management Fees	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
Miscellaneous Expenses	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
Professional Fees	100.00	100.00	600.00	1,800.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	3,400.00
(includes taxes & audit)													
Refuse Collection	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	4,200.00
Water & Sewage	150.00	0.00	150.00	0.00	150.00	0.00	150.00	0.00	150.00	0.00	150.00	0.00	900.00
Ground Lease	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00	168,000.00
Security Camera	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	3,600.00
TOTAL COMMON EXPENSES	22,350.00	6,900.00	7,550.00	8,600.00	7,050.00	6,900.00	7,050.00	6,900.00	7,050.00	6,900.00	7,050.00	6,900.00	254,900.00

NET INCOME/LOSS	776.36	16,226.36	15,576.36	14,526.36	16,076.36	16,226.36	16,076.36	16,226.36	16,076.36	16,226.36	16,076.36	16,226.36	22,616.32
RESERVES	1885.00	1885.00	1885.00	1885.00	1885.00	1885.00	1885.00	1885.00	1885.00	1885.00	1885.00	1885.00	22,620.00

RESERVES 83 UNITS/MONTH \$22.71
 PER SQUARE FOOT 24,000 SF \$0.08
 COMMON EXPENSES 24,000 SF
 PER MONTH PER SQUARE FOOT \$0.89

WAIKO INDUSTRIAL LOT 12
 20 YEAR CASH FLOW PLAN
 UPDATED

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
TOTAL REPLACEMENT COST	435,000.00	452,400.00	470,496.00	489,315.84	508,888.47	529,244.01	550,413.77	572,430.32	595,327.54	619,140.64
X 4% annual cost adjustment	17,400.00	18,096.00	18,819.84	19,572.63	20,355.54	21,169.76	22,016.55	22,897.21	23,813.10	24,765.63
TOTAL COSTS	452,400.00	470,496.00	489,315.84	508,888.47	529,244.01	550,413.77	572,430.32	595,327.54	619,140.64	643,906.26
AMORTIZE 20 YEARS	22,620.00	23,524.80	24,465.79	25,444.42	26,462.20	27,520.69	28,621.52	29,766.38	30,957.03	32,195.31
DIVIDED BY 12 months	1,885.00	1,960.40	2,038.82	2,120.37	2,205.18	2,293.39	2,385.13	2,480.53	2,579.75	2,682.94

	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
643,906.26	669,662.51	696,449.02	724,306.98	753,279.25	783,410.42	814,746.84	847,336.72	881,230.18	916,479.39	
25,756.25	26,786.50	27,857.96	28,972.28	30,131.17	31,336.42	32,589.87	33,893.47	35,249.21	36,659.18	
669,662.51	696,449.02	724,306.98	753,279.25	783,410.42	814,746.84	847,336.72	881,230.18	916,479.39	953,138.57	
33,483.13	34,822.45	36,215.35	37,663.96	39,170.52	40,737.34	42,366.84	44,061.51	45,823.97	47,656.93	
2,790.26	2,901.87	3,017.95	3,138.66	3,264.21	3,394.78	3,530.57	3,671.79	3,818.66	3,971.41	

Waiko Industrial

Cash Flow Basis

Year Built - 2007

Year 2007

MAJOR COMPONENT	ESTIMATED USEFUL LIFE	ESTIMATED REMAINING LIFE	ORIGINAL																	
			ESTIMATED COST TO REPLACE	END OF YEAR 1 2008	END OF YEAR 2 2009	END OF YEAR 3 2010	END OF YEAR 4 2011	END OF YEAR 5 2012	END OF YEAR 6 2013	END OF YEAR 7 2014	END OF YEAR 8 2015	END OF YEAR 9 2016	END OF YEAR 10 2017							
Roof	30	30	\$240,000.00																	
Exterior Stucco	50	50	\$70,000.00																	
Painting	10	10	\$25,000.00																	\$25,000.00
Paving/Concrete	30	30	\$50,000.00																	
Landscaping	30	30	\$15,000.00																	
Security gate/keypad	20	20	\$20,000.00																	
Electrical/Plumbing	30	30	\$15,000.00																	
TOTAL COSTS			\$435,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00									

Component cost increase factor @ 4% per annum

Estimated replacement costs in scheduled year (apply cost factor to total replacement costs)

Current Reserve Balance	0.00	22,620.00	29,785.60	37,237.82	44,988.13	53,048.46	61,431.20	70,149.25	79,216.02	88,645.46
Less Replacements	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contributions	22,620.00	7,165.60	7,452.22	7,750.31	8,060.33	8,382.74	8,718.05	9,066.77	9,429.44	9,806.62
New Balance	22,620.00	29,785.60	37,237.82	44,988.13	53,048.46	61,431.20	70,149.25	79,216.02	88,645.46	98,452.08

MAJOR COMPONENT	ESTIMATE USEFUL LIFE	ESTIMATED REMAINING LIFE	ORIGINAL ESTIMATED COST TO REPLACE	END OF											
				YEAR 11	YEAR 12	YEAR 13	YEAR 14	YEAR 15	YEAR 16	YEAR 17	YEAR 18	YEAR 19	YEAR 20		
Roof	25	25	\$25,000.00												
Exterior Stucco	50	50	\$70,000.00												
Painting	10	10	\$7,000.00												
Paving/Concrete	30	30	\$10,500.00												
Landscaping	30	30	\$5,000.00												
Security gate/kepad	20	20	\$20,000.00											\$20,000.00	
Electrical/Plumbing	30	30	\$15,000.00												
TOTAL COSTS			\$152,500.00	\$0.00	\$20,000.00										

Component cost increase factor @ 4% per annum	1,423	1,480	1,539	1,601	1,665	1,731	1,801	1,873	1,947	2,025
Estimated replacement costs in scheduled year										
(apply cost factor to total replacement costs)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40,507.45
Current Reserve Balance	61,445.97	71,644.85	82,251.69	93,282.80	104,755.16	116,686.41	129,094.91	141,999.75	155,420.78	169,378.66
Less Replacement	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contributions	10,198.88	10,606.84	11,031.11	11,472.36	11,931.25	12,408.50	12,904.84	13,421.03	13,957.88	14,516.19
New Balance	71,644.85	82,251.69	93,282.80	104,755.16	116,686.41	129,094.91	141,999.75	155,420.78	169,378.66	183,894.85

Schedule of Estimated Maintenance Fees

I, Bennett Walin, Vice President of Maui Storage Development Inc., Developer of Maui Storage Space 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.



August 26, 2008

Date

STATEMENT OF DEVELOPER UNDER HRS SECTION 514B-41(b)

A unit owner, including the Developer, shall become obligated for the payment of the share of the common expenses allocated to the owner's unit at the time the certificate of occupancy relating to the owner's unit is issued by the appropriate county agency; provided that the unit owner shall not be obligated for the payment of the owner's share of the common expenses until such time as the Developer sends the owners written notice that, after a specified date, the unit owners shall be obligated to pay for the portion of common expenses that is allocated to their respective units. The Developer shall mail the written notice to the owners, the association, and the managing agent, if any, at least thirty (30) days before the specified date.

END OF EXHIBIT D

EXHIBIT E

SUMMARY OF SALES AGREEMENT

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

1. Leasehold. Each unit will be sold with a fifty (50) year lease of an interest in the land. At closing, Seller shall cause the land owners (CONS BY LOT 12, LLC and 121 WEST AHULI'U, LLC) to execute the Condominium Conveyance Document which shall establish all of the parties' rights and obligations.

2. Lender Priority. Seller has given to and/or may give to one or more lenders a mortgage or mortgages, security agreement or agreements, and other instruments securing repayment of loan(s) and covering Seller's ownership rights in the Project, including the individual units. All of the rights and interests which Seller gives to the lender or lenders will have priority over the Buyers' rights and interests under the Sales Agreements. This applies to any changes in the loan or loans or the mortgage or mortgages, security agreement or agreements or other instruments (including, among other things, extensions, renewals and other changes). The Buyers give up and subordinate the priority of their rights and interests under the Sales Agreements in favor of the rights and interests of Seller's lenders until the final closing and delivery of signed Condominium Conveyance Documents to the Buyers. If Seller's lender or lenders ask the Buyers to do so, the Buyers will sign other documents to confirm the promises and agreements mentioned above.

3. Warranties. The Seller's general contractor will provide its warranty against defects in workmanship and materials for a period of one (1) year from substantial completion of the building.

4. REPRESENTATIONS. BUYER AGREES THAT NO ONE (INCLUDING THE SELLER OR ANY SALESPERSON) HAS REPRESENTED TO BUYER AT ALL ABOUT ANY RENTAL INCOME OR RENTAL OR SALES SERVICES FOR BUYER'S UNIT. IF BUYER WANTS TO RENT OR SELL THE UNIT, HOW BUYER DOES IT WILL BE UP TO BUYER SUBJECT TO THE RESTRICTIONS CONTAINED HEREIN AND IN THE DECLARATION, THE BYLAWS, AND ANY OTHER DOCUMENTS AFFECTING THE PROPERTY. BUYER ALSO AGREES THAT NO ONE HAS TALKED TO BUYER AT ALL ABOUT INCOME FROM THE UNIT OR ANY OTHER ECONOMIC BENEFIT TO BE DERIVED FROM THE PURCHASE OR OWNERSHIP OF THE UNIT OR ABOUT THE TAX EFFECTS OF BUYING THE UNIT.

5. Closing Costs. Buyer will pay the following closing costs: One hundred percent (100%) of the escrow fee, all of Buyer's notary fees, all appraisal fees, all recording costs (except for documents to clear Seller's title), the conveyance tax (15¢ for each \$100.00 of purchase price), all charges for Buyer's credit report, all costs of preparing any mortgages and promissory notes, and Buyer's title insurance premium. Buyer will also pay all mortgage costs. Buyer will also pay a non-refundable start-up fee which will be held and used by the Seller and the first managing agent of the Association as a working capital fund for the benefit of all the unit owners. Buyer agrees that Seller does not have to pay any start-up fee for any unit in the Project, but Seller will cause all Buyers to pay the start-up fee when units are sold and closed in escrow. Proration of real property taxes will be made as of the scheduled closing date. Proration of maintenance charges will be made as of the scheduled closing date or later at Seller's option. Also, Buyer will be required to pay the first installment of land rent at closing.

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

(a) Seller may cancel the Sales Agreement by giving to Buyer written notice of cancellation and Seller may keep all sums paid by Buyer under the Sales Agreement as liquidated damages. If Seller cancels the Sales Agreement, Buyer agrees that it will be difficult and expensive to determine the amount of loss or damage Seller will suffer. This is because of, among other things, Seller's commitments relating to the financing of the Project, the effect of default and cancellation of one sale on other unit sales, and the nature of the real estate market in Hawaii. Buyer agrees that the sums paid by Buyer under the Sales Agreement are a reasonable estimate of a fair payment to Seller for Seller's loss or damage resulting from Buyer's default.

(b) Seller may file a lawsuit for damages.

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

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

Buyer also agrees to pay for all costs, including Seller's reasonable lawyers' fees (for both in-house and outside counsel) and the escrow cancellation fee, which are incurred because of Buyer's default.

7. Seller's Default. If Seller fails to keep any of Seller's promises or agreements contained in the Sales Agreement, Buyer may require Seller to go through with the Sales Agreement, or Buyer may cancel the Sales Agreement. If Buyer cancels

the Sales Agreement because of Seller's default, Seller will repay to Buyer all sums paid by Buyer to Seller or escrow under the Sales Agreement, without interest.

BUYER AGREES THAT IF SELLER DEFAULTS UNDER THE SALES AGREEMENT AT ANY TIME, BUYER WILL ONLY HAVE THE RIGHTS MENTIONED IN THIS SECTION. BUYER GIVES UP ANY OTHER RIGHTS BUYER MIGHT OTHERWISE HAVE.

8. Certain Acknowledgments and Waivers by Buyer Concerning "Property Conditions". The Buyer acknowledges and agrees to the following (which are hereafter referred to as the "Property Conditions"):

(a) Mold and Climatic Risks. While some ventilation has been designed into the buildings, closed storage space in Maui is subject to mold, mildew, moisture, and related climatic risks. Each Buyer shall assume all such risks and shall be responsible for installing and operating his or her own ventilation or other measures needed to protect the Buyer's stored contents from these risks.

(b) Security: Damage and Loss. Each unit owner shall be responsible for his or her own security. While the Association of Unit Owners will maintain a gate, fencing, and a system for controlled access, security will not be guaranteed, and the Association of Unit Owners shall have no liability to the unit owners in the event of theft, vandalism, or casualty loss of a unit owner's property.

(c) Construction Deflection, Defects and Changes. During the course of construction of each building, certain floors may be subject to a small degree of "deflection" from construction and settling. Deflection is a condition whereby a floor is not perfectly flat. Deflection is typical in concrete construction. In this instance, such deflection, if not treated, might be noticeable to some people. Much of the practical effect of deflection can be mitigated through the use of floor coverings. Given the nature of the soil upon which the building is constructed, it is possible some further settling may occur. Deflection (and any anticipated additional settling) typically does not detract from the structural integrity of the building and Seller is not responsible to correct such deficiencies.

Minor cracking, flaking or discoloration of concrete or drywall within the building floors, walls, ceilings and/or soffits, driveways and walkways are not covered by warranty, and Seller is not responsible to correct such deficiencies.

Also, reference is made to Section 3 of Exhibit A to the purchase contract concerning other possible changes and substitutions in the Project.

(d) Waiver, Release and Indemnity. Buyer represents and warrants to Seller that Buyer, in Buyer's sole discretion, has determined that the benefits of owning and enjoying the unit outweigh the risks of the above-described Property Conditions. Buyer hereby irrevocably agrees to suffer and permit all actions and consequences

incidental to the Property Conditions. Buyer hereby covenants and agrees to assume all risks of impairment of Buyer's use and enjoyment of the unit and the Project, loss of market value of the unit, and property damage or personal injury arising from the Property Conditions. Buyer, for the Buyer and the Buyer's tenants, lessees, family, servants, guests, invitees, licensees, agents, employees, and those who use the Project through the Buyer for any period of time (collectively, the "Occupants"), hereby waives any claim or rights of action or suits against Seller, its successors and assigns, arising from such impairment of the Occupants' use and enjoyment of the unit or the Project, loss of market value of said property, and property damage or personal injury arising from one or more of the Property Conditions. Buyer further covenants that Buyer will notify all Occupants and transferees of the unit of the risks of the Property Conditions.

(e) Changes. Seller reserves the right in its sole discretion to make non-substantial changes to the area, materials or configuration of each unit including but not limited to adjustments to meet construction tolerances and conditions, substitution of materials, equipment, appliances or details, and variations in color, brand, grade and dimensions. All such non-substantial changes shall be in compliance with applicable building standards and codes and shall be of equal or better quality and value.

Seller shall also have the right to make substantial changes, to the unit in Seller's discretion and if any such change shall have been made without Buyer's consent, and if Buyer shall object to such changes, Buyer's sole remedy shall be to cancel this contract by written notice to Seller in which event all deposits shall be refunded to Buyer and Buyer and Seller shall have no further obligations or liabilities to each other under the sales contract.

(f) Other Rights. Seller has also reserved certain easement rights affecting the Project land and common elements for access and utility services in connection with the future development of lands in the vicinity of the Project.

9. Contract Termination and Changes. Developer reserves the right to terminate sales contracts if the Project feasibility or profitability is affected by construction cost increases, governmental delays or other causes beyond Seller's control. Also, Developer reserves the right to terminate the Project and terminate all Sales Agreements prior to the transfer of a unit title to a Buyer. Buyer shall be entitled to a refund of all moneys paid hereunder. The parties shall then be released from all obligations and liabilities hereunder.

Also, Seller reserves the right to make changes to the Project as more particularly described in Section II.E.2 of this Public Report.

10. Contract Not Transferable. The Buyer agrees that Buyer may not transfer the Sales Agreement or any of Buyer's rights or interests under the Sales Agreement without first getting Seller's written consent (which Seller may withhold in its sole and absolute discretion).

11. Seller's Right to Cancel. In addition to any other rights of Seller to cancel this Agreement set forth herein, the Seller reserves the right to terminate this Agreement by written notice to Buyer at any time if certain unexpected events occur (see Section 8.8(b)), or if prior to closing Buyer and Seller shall enter into a bona fide disagreement in which the parties, after negotiation shall be unable to resolve such dispute by mutual agreement. Upon such termination Escrow shall return to Buyer all of Buyer's deposits (and any interest therein pursuant to Section 2.2) and Buyer and Seller shall thereafter have no further obligations or liabilities to each other.

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

The Deposit Receipt and Sales Contract contains the price and other terms and conditions under which a Buyer will agree to buy a unit in the Project. Among other things, the Deposit Receipt and Sales Contract states:

(a) The total purchase price, lease rent, method of payment and additional sums which must be paid in connection with the purchase of a unit.

(b) That the Buyer acknowledges having received and read a Public Report for the Project prior to signing the Deposit, Receipt and Sales Contract.

(c) That the Buyer's money will be held in escrow, under the terms of the Escrow Agreement.

(d) Requirements relating to the Buyer's financing of the purchase of a unit.

(e) That the unit and the Project will be subject to various other legal documents which the Buyer should examine, and that the Developer may change these documents under certain circumstances.

(f) That the Developer makes no warranties regarding the unit, the Project or anything installed or contained in the unit or the Project. Only the Developer's contractor makes construction warranties.

(g) That the Buyer must close the purchase at a certain date and pay closing costs, in addition to the sales price.

The Deposit Receipt and Sales Contract contains various other important provisions relating to the purchase of a unit in the Project. It is incumbent upon Buyers

and prospective Buyers to read with care the specimen Deposit Receipt and Sales Contract on file with the Real Estate Commission.

END OF EXHIBIT E

EXHIBIT F

SUMMARY OF ESCROW AGREEMENT

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

- (a) Escrow will let the purchaser know when payments are due.
- (b) Escrow will arrange for the purchaser to sign all necessary documents.
- (c) The purchaser will be entitled to a refund of his or her funds only under certain circumstances as set forth in the Sales Agreement.
- (d) After a Sales Agreement becomes final and binding after the issuance of the Developer's Public Report for the Project, Developer may withdraw purchaser's deposits to pay for Project construction costs.

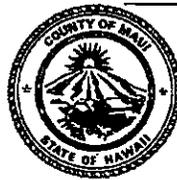
The Escrow Agreement also establishes the procedures for the retention and disbursement of a purchaser's funds and says what will happen to the funds upon a default under the Sales Agreement. The Escrow Agreement contains various other important provisions and establishes certain charges with which a purchaser should be familiar. It is incumbent upon purchasers and prospective purchasers to read with care the executed Escrow Agreement on file with the Real Estate Commission.

END OF EXHIBIT F

CHARMAINE TAVARES
Mayor

MILTON M. ARAKAWA, A.I.C.P.
Director

MICHAEL M. MIYAMOTO
Deputy Director



2007 TO 10 210105
RALPH M. NAGAMINE, L.S., P.E.
Development Services Administration

CARY YAMASHITA, P.E.
Engineering Division

BRIAN HASHIRO, P.E.
Highways Division

COUNTY OF MAUI
DEPARTMENT OF PUBLIC WORKS
DEVELOPMENT SERVICES ADMINISTRATION
250 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793

October 2, 2008

Mr. Thomas D. Welch, Jr.
MANCINI, WELCH & GEIGER LLP
The Kahului Building
33 Lono Avenue, Suite 470
Kahului, Hawaii 96732-1681

SUBJECT: MAUI STORAGE SPACE CONDOMINIUM PROJECT
121 WEST AHULIU WAY, WAILUKU, MAUI, HAWAII
CONSOLIDATED BASEYARDS, LLC SUBDIVISION #3.2100, LOT 12
TMK (2) 3-8-094:012

DEPT OF COMMERCE
& CONSUMER AFFAIRS
STATE OF HAWAII

'08 OCT -6 P1:20

REAL ESTATE BRANCH

RECEIVED

Dear Mr. Welch:

This is in response to your August 26, 2008, letter regarding a condominium public report for the proposed Maui Storage Space condominium project on the subject property.

- We have no record of building permits for the three buildings.
- Building Permit Applications #B T2007-2430 through #B T2007-2433 for construction of three warehouse storage buildings and a retaining wall on the subject property were processed on September 17, 2007. The applications are still in process, pending approvals by various agencies before the building permits can be issued.
- Certificates of Occupancy for the buildings will be required prior to occupancy.
- Please call the Planning Department at (808) 270-7735 to confirm whether planning and zoning requirements have been met.

If you have any questions regarding this letter, please call me at (808) 270-6186.

Sincerely,

SHARON NORROD
KIVA Resource Technician

SN S:\DSAVAdmin\Son\33094012_Maui_Storage_Space_condominium.wpd

c: Hawaii Real Estate Commission
Planning Department
Real Property Tax Division with attachments