AMENDMENT 1 TO
DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME:	KEALAKAI AT KAPOLEI – PHASE II
PROJECT ADDRESS:	Kaiau Avenue Kapolei, Hawaii 96707
REGISTRATION NUMBER:	7022
EFFECTIVE DATE OF REPORT:	**February 28, 2011**
THIS AMENDMENT:	☒ Must be read together with ☒ Developer's Public Report dated September 27, 2010 ☐ Amended Report dated _____ ☐ Supersedes all prior amendments: Includes all prior amendment(s) and must be read together with ☐ Developer's Public Report dated _____ ☐ Amended Report dated _____
DEVELOPER(S):	Castle & Cooke Homes Hawaii, Inc.

Preparation of this Amendment

The Developer prepared this amendment pursuant to the Condominium Property Act, Section 514B-56, Hawaii Revised Statutes (HRS), as amended from time to time. Section 514B-56, HRS, requires that after the Commission has issued an effective date for the Developer's Public Report, if there are any changes, either material or pertinent changes, or both, regarding the information contained in or omitted from the Developer's Public Report, or if the developer desires to update or change the information set forth in the Developer's Public Report, the developer shall immediately submit to the Commission an amendment to the Developer's Public Report or an amended Developer's Public Report clearly reflecting the change, together with such supporting information as may be required by the Commission, to update the information contained in the Developer's Public Report.

The law defines "material change" as used in parts IV and V of Chapter 514B, HRS means 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 law defines "pertinent change" to mean, as determined by the commission, a change not previously disclosed in the most recent public report that renders the information contained in the public report or in any disclosure statement inaccurate, including, but not limited to (1) The size, construction materials, location, or permitted use of a unit or its appurtenant limited common element; (2) The size, use, location, or construction materials of the common elements of the project; or (3) The common interest appurtenant to the unit. A pertinent change does not necessarily constitute a material change.

The filing of an amendment to the Developer's Public Report or an amended Developer's Public Report, in and of itself, shall not be grounds for a purchaser to cancel or rescind a sales contract. A purchaser's right to cancel or rescind a sales contract shall be governed by sections 514B-86 and 514B-87, HRS, the terms and conditions of the purchaser's contract for sale, and applicable common law.

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

This Amendment 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 amendment to the 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, material changes, or pertinent changes 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.

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 amendment may be used by the Developer for promotional purposes only if it is used with the last Developer's Public Report in its entirety.

Prospective purchasers and purchasers are encouraged to read this amendment carefully and to seek professional advice.

Summary of Changes from Earlier Developer's Public Report are Described Beginning on the Next Page

Summary of Changes from Earlier Developer's Public Report:

This summary contains a general description of the changes, if any, made by the developer since the last Developer's Public Report was issued an effective date. It is not necessarily all inclusive. Prospective purchasers and purchasers must read this amendment together with the last Developer's Public Report with the effective date as noted on the top of page 1 if they wish to know the specific changes that have been made.

Changes made are as follows (include a description of what the change is and page number and or exhibit alphabet or number; additional pages may be used):

In order to qualify the Project for Federal Housing Administration insured loans made on the security of the units within the Project, the Federal Housing Administration requires the Association of Unit Owners (the "Association") to be incorporated as a nonprofit membership corporation. The By-Laws of the Association provide that a nonprofit corporation may be formed under the laws of the State of Hawaii upon the written approval of owners having no less than sixty-seven percent (67%) of the common interest. Sixty-seven percent (67%) of the owners (including the Developer with respect to units it owned at the time the approval was given) approved the incorporation of the Association.

Page 3 of the Public Report has been revised to reflect the updated tax map key (TMK) for the land of the Project. Page 5 of the Public Report has been revised to reflect the date of the updated title report which has been obtained and submitted to the Commission. Page 13 of the Public Report has been revised to reflect that there are blanket liens that may affect title to the individual units. A Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated September 30, 2010, made by the Developer, as mortgagor, in favor of Wells Fargo Bank, National Association, as administrative and collateral agent for the Lenders under the Credit Agreement dated as of January 11, 2007, as mortgagee, was filed against the land of the Project. The section of the Public Report entitled Miscellaneous Information Not Covered Elsewhere in this Report, consisting of pages 18, 18a and 18b of the Public Report, has been supplemented with additional disclosures regarding the incorporation of the Association. Exhibit G of the Public Report has been revised to reflect the updated encumbrances against title as shown on the updated title report. Revised pages 3, 5, 13, 18, 18a and 18b and Exhibit G are attached to this Amendment to Public Report.

The matters referred to in this Amendment to Public Report do not constitute a material change to any units in the Project, and the issuance of the effective date of this Amendment to Public Report will not be the basis for purchasers of units in the Project to rescind a binding sales contract.

Changes continued:

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

The Developer declares subject to the penalties set forth in Section 514B-69, HRS that this project continues to conform 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 as amended, 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 as amended, 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 as amended and the exhibits attached to this report (if any) as amended 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 as amended 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 as amended at least 30 days prior to the anniversary date of the effective date of this report.

Castle & Cooke Homes Hawaii, Inc.
Printed Name of Developer

Duly Authorized Signatory*

JAN 3 1 2011
Date

W. Bruce Barrett, Executive Vice President
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

***Must be signed for a corporation by an officer; 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.**

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

1. THE CONDOMINIUM PROJECT

1.1 The Underlying Land

Fee Simple or Leasehold Project	☒ Fee Simple ☐ Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	☒ Yes ☐ No
Fee Owner's Name if Developer is not the Fee Owner	Not Applicable
Address of Project	Kaiau Avenue, Kapolei, Hawaii
Address of Project is expected to change because	Not Applicable
Tax Map Key (TMK)	(1) 9-1-016-198
Tax Map Key is expected to change because	Not Applicable
Land Area	1.369 acres
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	Not Applicable

1.2 Buildings and Other Improvements

Number of Buildings	3 residential buildings
Floors Per Building	2
Number of New Building(s)	3
Number of Converted Building(s)	0
Principal Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Wood, galvanized light gauge steel, gypsum board, composition siding, asphalt shingles, glass and other allied construction 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
See Exhibit A .						

38	**Total Number of Units**

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.

1.9 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 E .
Described as follows:

Common Element	Number
Elevators	0
Stairways	4 in each residential building
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 F .
Described as follows:

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.	
☒	Pets: No animals allowed, except that dogs, cats and other household pets (as determined by the Board of Directors) in reasonable number and size as determined by the Board of Directors (but not to exceed a total of 2 such animals per unit) may be kept in the residential unit and/or the yard area, if any, appurtenant to such unit. See Article VI, Section 5(i) of the By-Laws.
☐	Number of Occupants:
☒	Other: Ask to see "Rules & Regulations" (House Rules) regarding other possible restrictions. Also see owner-occupancy requirements noted on page 1a of this Report
☐	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 G describes the encumbrances against title contained in the title report described below.
Date of the title report: January 11, 2011
Company that issued the title report: Title Guaranty of Hawaii, Incorporated

5. SALES DOCUMENTS

5.1 Sales Documents Filed with the Real Estate Commission

☒	Specimen Sales Contract Exhibit _J_ contains a summary of the pertinent provisions of the sales contract. Including but not limited to any rights reserved by the Developer.
☒	Escrow Agreement dated: August 25, 2010 Name of Escrow Company: Title Guaranty Escrow Services, Inc. Exhibit _K_ contains a summary of the pertinent provisions of the escrow agreement.
☒	Other Disclosure of Real Property Condition Statement

5.2 Sales to Owner-Occupants – Not Applicable. See Page 1a.

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.

☐	The sales of units in this project are subject to the Owner-Occupant requirements of Chapter 514B.
☐	Developer has designated the units for sale to Owner-Occupants in this report. See Exhibit ___.
☐	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.	
☐	There are no blanket liens affecting title to the individual units.
☒	There are blanket liens 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 lien(s) of Developer's lender(s)	Buyer's interest is specifically made subject and subordinate to such liens. If Developer defaults or the liens are foreclosed prior to conveyance, either the buyer will obtain title to buyer's unit upon payment under buyer's sales contract and performance of buyer's other obligations under buyer's sales contract or the buyer will receive a refund of buyer'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: See Exhibit L
Appliances: See Exhibit L

6. MISCELLANEOUS INFORMATION NOT COVERED ELSEWHERE IN THIS REPORT

A. VILLAGES OF KAPOLEI COVENANTS. The Declaration of Condominium Property Regime provides that all present and future unit owners, tenants and occupants of units shall be bound by and be subject to the provisions of that certain Declaration of Covenants, Conditions and Restrictions, Villages of Kapolei dated July 26, 1990, filed in the Office of the Assistant Registrar of the Land Court of Hawaii as Document No. 1752834, as amended and restated (the "Villages of Kapolei Covenants"). The Villages of Kapolei Covenants provide, among other things, that an owner automatically becomes a member of the Villages of Kapolei Association upon issuance of the Limited Warranty Condominium Unit Deed to the owner, that the owner must pay assessments to the Villages of Kapolei Association, and that the owner may be required to obtain the consent of the Villages of Kapolei Association before making alterations to the unit or the limited common elements appurtenant to the unit, as set forth in the Villages of Kapolei Covenants. See Exhibit I for the amount of the current assessments.

B. JOINT MAINTENANCE DECLARATION. The Declaration of Condominium Property Regime also provides that all present and future unit owners, tenants and occupants of units shall be bound by and be subject to the provisions of that certain Joint Maintenance Declaration and Consent filed or to be filed in the Office of the Assistant Registrar of the Land Court of Hawaii, as amended and restated (the "Joint Maintenance Declaration"). The Joint Maintenance Declaration provides, among other things, that certain areas of the Project and other projects in the vicinity of the Project will be jointly maintained, that the cost and expense of such maintenance will be allocated among the owners of the projects as provided in the Joint Maintenance Declaration, and that the Buyer must pay Joint Maintenance Assessments to the Responsible Party (as such terms are defined in the Joint Maintenance Declaration). See Exhibit I for the amount of the current assessments.

C. LANDSCAPING OF YARD AREA. Each owner shall landscape the yard area assigned to his unit, if any, within ninety (90) days after the closing of the purchase of the unit (unless the yard area has already been completely landscaped). Before commencing any yard area landscaping, each owner shall submit to the Board of Directors a landscape plan (which shall include, without limitation, the location of any proposed lanais, patios, paved surfaces and/or wood decks within the yard area and a proposed plant list) for the Board's review and written approval, which approval shall not be unreasonably withheld or delayed. Prior to the installation of any lanai, patio, paved surface and/or wood deck within a yard area, an owner shall arrange for termite treatment of the area under such lanai, patio, paved surface and/or wood deck. Any costs attached to any of the foregoing actions shall be the responsibility of the owner.

D. AIR-CONDITIONING UNITS. If an owner wants to install air-conditioning units, the requirements and guidelines for doing so are summarized in Exhibit D attached to this report. Any costs for the air-conditioning and complying with the requirements and guidelines shall be the responsibility of the owner.

E. REPAIR AND MAINTENANCE OF UNITS AND COMMON ELEMENTS. The By-Laws provide that every residential unit owner shall at his own expense at all times well and substantially repair, maintain, amend and keep his residential unit, including without limitation all doors, sliding glass doors (if any), windows, window fixtures, and all internal installations within the residential unit such as water, electricity, gas (if any), telephone, sanitation, lights, solar water heating system, and all other fixtures and accessories belonging to such residential unit, if any, the interior decorated or finished surfaces of all walls, partitions, floors, ceilings and roofs of such residential unit, if any, with all necessary reparations and amendments whatsoever in good order and condition, except as otherwise provided by law or the Declaration, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work diligently, and in case of such failure after reasonable notice to perform shall reimburse to the Association promptly on demand all expenses incurred by it in performing any such work authorized by the Board of Directors or the Managing Agent.

In addition, each unit owner shall at his own expense at all times well and substantially repair, maintain, amend and keep the yard area, if any, appurtenant to and reserved for the exclusive use of

such owner's unit, in good order and condition, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work, and in case of such owner's failure after reasonable notice to keep the yard area, if any, as aforesaid, the Association (through the Board of Directors or the Managing Agent) shall have the right (but not the obligation) to perform any such work and the cost thereof shall be charged to such unit owner as a special assessment constituting a lien against his interest in his unit which may be foreclosed by the Board or Managing Agent in the same manner as provided in the Condominium Property Act for unpaid common expenses.

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

F. WATER SUPPLY AND OTHER ISSUES. With respect to any adverse conditions existing in the general neighborhood/area of the Project (such as pesticides, soil problems, water supply issues, irrigation, etc.), studies and reports have been conducted on behalf of the Developer and by Government agencies. Refer to the Developer's Sales Office for copies of such studies and reports and other materials that are within the Developer's possession. The Developer is unaware of any contaminants in the air, soil or water source of the Project in excess of maximum permissible levels as established by governmental agencies. The following also are noted:

1. Wells serving the Project are operated by the Board of Water Supply of the City and County of Honolulu (the "Board of Water Supply"). In certain cases, water treatment facilities may be used.

2. Construction activities, processes (such as steel framing assembly), vehicles, and equipment incidental to construction will be present in the Project. Materials incidental to construction such as fuel, oil, grease, and maintenance of vehicles and equipment may be present.

3. The Project is located on property that was formerly used or was in the vicinity of property that was formerly used for agricultural purposes. Chemicals used in connection with the former agricultural use of the property may have come into contact with the soil.

G. ACCESS TO PUBLIC ROAD. Access from units within the Project to the public road will be over and upon roadways that are located within other projects. Owners of units within the Project will be granted easements over the roadways of other projects for such access purposes. The roadways within the Project are part of the common elements of the Project and will remain private roadways.

H. MAIL PAVILION, GUEST PARKING STALLS AND LOADING ZONE WITHIN KEALAKAI AT KAPOLEI – PHASE I FOR UNITS WITHIN THE PROJECT. The Kealakai at Kapolei – Phase I condominium project ("Phase I") will include a mail pavilion, three (3) guest parking stalls adjacent to the mail pavilion and a loading zone which will be available for the use of owners of units within the Project and other projects. Owners of units within the Project will be granted easements over portions of Phase I for mail pavilion purposes and for parking purposes.

I. INCORPORATION OF ASSOCIATION OF THE UNIT OWNERS OF THE PROJECT. The Project Association of Unit Owners is a nonprofit membership corporation formed by the Articles of Incorporation of Association of Unit Owners filed December 21, 2010.

IN ADDITION TO THE FOREGOING:

This Project is being sold by the Developer rather than through an unrelated brokerage firm. Thus, no listing agreement exists. However, the Developer does possess an active Hawaii real estate broker's license, and all sales shall be conducted according to laws relevant to real estate brokerage, not as "owner sales".

PUBLIC REPORT ON
KEALAKAI AT KAPOLEI - PHASE II

EXHIBIT G

ENCUMBRANCES AGAINST TITLE

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

2. Mineral and water rights of any nature in favor of the State of Hawaii.

3. Final Order of Condemnation dated October 3, 1985, filed in the Circuit Court of the First Circuit, State of Hawaii, Civil No. 66336, on October 7, 1985, filed as Document No. 1328022, in favor of the City and County of Honolulu, for condemnation of easements for rights-of-way over, under, through and across the land, besides other land.

4. Housing Finance and Development Corporation – Campbell Estate, Kapolei Village Condemnation Agreement, effective as of April 11, 1989, filed as Document No. 1650349, and also recorded in Liber 23409 at Page 224, by and among the State of Hawaii by its Board of Land and Natural Resources, Housing Finance and Development Corporation, a public body and a body corporate and politic, the State of Hawaii Department of Transportation, an executive department of the State of Hawaii, and F. E. Trotter, Inc., W. H. McVay, Inc., P. R. Cassiday, Inc. and H. C. Cornuelle, Inc., all Hawaii professional corporations, the duly appointed, qualified and acting Trustees under the Will and of the Estate of James Campbell, Deceased, acting in their fiduciary and not in their individual corporate capacities.

5. Quitclaim Deed dated January 3, 1990, filed as Document No. 1696820.

6. Declaration of Conditions Imposed by the Land Use Commission dated June 6, 1990, filed as Document No. 1736622, as amended by instrument dated February 6, 1992, filed as Document No. 1888121.

7. Quitclaim Deed dated June 20, 1990, filed as Document No. 1745093.

8. The restrictions on use and other restrictions and all other of the covenants, agreements, obligations, conditions, reservations, easements and other provisions set forth in Declaration of Covenants, Conditions and Restrictions, Villages of Kapolei dated July 26, 1990, filed as Document No. 1752834, as amended and restated, including, without limitation, the following: Restated Declaration of Covenants, Conditions and Restrictions, Villages of Kapolei dated September 30,

1994, filed as Document No. 2199063; Second Restated Declaration of Covenants, Conditions and Restrictions, Villages of Kapolei dated February 16, 1995, filed as Document No. 2238460; Third Restated Declaration of Covenants, Conditions and Restrictions, Villages of Kapolei; and Amendment of First Supplemental Declaration of Covenants, Conditions and Restrictions for Iwalani Village – Village V of the Villages of Kapolei dated March 23, 1999, filed as Document No. 2620834; and Annexation instrument dated May 12, 2010, filed as Document No. 3963239.

9. Unilateral Agreement and Declaration for Conditional Zoning dated March 6, 2001, filed as Document No. 2689090.

10. Unilateral Agreement and Declaration for Conditional Zoning dated March 6, 2001, recorded as Document No. 2001-032622.

11. Memorandum of Agreement dated November 27, 2002, recorded as Document No. 2005-068465.

12. Memorandum of Development Agreement dated February 13, 2006, filed as Document No. 3398694.

13. Quitclaim Deed dated May 27, 2009, filed as Document No. 3862718.

14. Grant dated July 2, 2009, filed as Document No. 3878525, to Hawaiian Electric Company, Inc. and Hawaiian Telcom, Inc., of a perpetual right and easement for utility purposes.

15. Restriction of Limited Vehicular Access Rights as shown on Map 1467, as set forth by Land Court Order No. 179038, filed May 22, 2009.

16. Designation of Easement 10173 as shown on Map 1467, as set forth by Land Court Order No. 179038, filed May 22, 2009, for sight distance purposes.

17. Designation of Easement 10174 as shown on Map 1467, as set forth by Land Court Order No. 179038, filed May 22, 2009, for water purposes.

18. Joint Maintenance Declaration and Consent dated April 27, 2010, filed as Document No. 3961913, as amended from time to time.

19. Agreement for Issuance of Conditional Use Permit Under Section 21-5.380 of the Land Use Ordinance (LUO) dated April 27, 2010, filed as Document No. 3963240.

20. Declaration of Merger of Condominium Phases dated May 5, 2010, filed as Document No. 3963241, as amended from time to time.

21. Condominium Map No. 2070, as amended from time to time.

22. Declaration of Condominium Property Regime of Kealakai at Kapolei – Phase II dated August 17, 2010, filed as Document No. 3991215, as amended from time to time.

23. By-Laws of the Association of Unit Owners of Kealakai at Kapolei – Phase II dated August 17, 2010, filed as Document No. 3991216, as amended by First Amendment to By-Laws of the Association of Unit Owners dated August 26, 2010, filed as Document No. 3994114, as further amended from time to time.

24. Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated September 30, 2010, filed as Document No. 4004258, made by Castle & Cooke Homes Hawaii, Inc., a Hawaii corporation, as Mortgagor, in favor of Wells Fargo Bank, National Association, a national association, as administrative and collateral agent for the Lenders under the Credit Agreement dated as of January 11, 2007, as Mortgagee.

    Consent given by Hawaii Housing Finance and Development Corporation, a public body and a body corporate and politic of the State of Hawaii, by instrument dated --- (acknowledged September 29, 2010), filed as Document No. 4004259.

25. Assignment of Leases and Rents dated September 30, 2010, recorded as Document No. 2010-146055, made by and between Castle & Cooke Homes Hawaii, Inc., a Hawaii corporation, "Assignor", and Wells Fargo Bank, National Association, a national association, as administrative agent and collateral agent for the Lenders under the Credit Agreement dated as of January 11, 2007, "Assignee".

    Consent given by Hawaii Housing Finance and Development Corporation, a public body and a body corporate and politic of the State of Hawaii, by instrument dated --- (acknowledged September 29, 2010), recorded as Document No. 2010-146057.

26. Financing Statement recorded as Document No. 2010-146056, by Castle & Cooke Homes Hawaii, Inc., as Debtor, and Wells Fargo Bank, National Association, as collateral agent, as Secured Party.

    Consent given by Hawaii Housing Finance and Development Corporation, a public body and a body corporate and politic of the State of Hawaii, by instrument dated --- (acknowledged September 29, 2010), recorded as Document No. 2010-146057.