

REAL ESTATE COMMISSION

PROFESSIONAL & VOCATIONAL LICENSING DIVISION

DEPARTMENT OF COMMERCE & CONSUMER AFFAIRS

STATE OF HAWAII

1010 RICHARDS STREET

P. O. BOX 3469

HONOLULU, HAWAII 96801

FIFTH

SUPPLEMENTARY

HORIZONTAL PROPERTY REGIMES (CONDOMINIUM)

PUBLIC REPORT

on

KUAKINI MEDICAL PLAZA

321 North Kuakini Street

Honolulu, Hawaii

Registration for Units 401, 402, 403, 404, 405,
406, 407, 408, 409, 410, 411, 411A and 412
(formerly constituting Unit 401, the fourth floor area).

Registration No. 1017

This Report Is Not an Approval or Disapproval of This Condominium Project

It was prepared as a supplement to an earlier Report dated 7/27/78, 3/2/79, 10/3/79, issued
by the Real Estate Commission on the above project. This report, based on a principle of disclosure, is
issued by the Commission for the purpose of preventing fraud, misrepresentation or deceit.

The developer shall not enter into a binding contract or agreement for the sale of any unit in a Condominium Project until

- (1) A copy of this Report has been given to the prospective purchaser,
- (2) The latter has been given an opportunity to read same, and,
- (3) His receipt taken therefor.

Issued: May 29, 1985

Expires: February 27, 1986

SPECIAL ATTENTION

A comprehensive reading of this report is urged in order that personal requirements and expectations to be derived from the property can be ascertained. The attention of the purchaser or prospective purchaser is particularly directed to the following:

THIS REPORT REFLECTS INFORMATION DISCLOSED IN THE REQUIRED NOTICE OF INTENTION SUBMITTED JULY 11, 1978 AND INFORMATION SUBSEQUENTLY FILED AS OF May 22, 1985. THE ASSOCIATION OF UNIT OWNERS OF KUAKINI MEDICAL PLAZA, BY NOTIFYING THE COMMISSION OF ITS INTENTION TO SELL AND REPORTING CHANGES IN THE PROJECT, IS COMPLYING WITH THE REQUIREMENTS OF THE HORIZONTAL PROPERTY ACT, CHAPTER 514A, HAWAII REVISED STATUTES, AS AMENDED.

1. Since the issuance of the Commission's Final Public Report of July 27, 1978, Supplementary Public Report of March 2, 1979, Second Supplementary Public Report of October 3, 1979, Third Supplementary Public Report of April 30, 1980 and Fourth Supplementary Public Report of November 22, 1983, on KUAKINI MEDICAL PLAZA, Registration No. 1017, the Commission has been informed that various amendments to the Declaration of Horizontal Property Regime have been filed and recorded. The Ninth Amendment to Declaration of Horizontal Property Regime of Kuakini Medical Plaza dated March 1, 1985, (i) altered the permitted use of the condominium units by excluding optical dispensers as permissible owners/occupants of said units, and (ii) added provisions requiring the written consent of the Board of Directors before a unit owner sells, assigns, transfers, leases or subleases his unit. The Tenth Amendment to Declaration of Horizontal Property Regime of Kuakini Medical Plaza dated March 1, 1985, altered the project by subdividing Unit 401 into thirteen (13) separate condominium units numbered 401 through 411, 411A and 412 (collectively the "Fourth Floor Units"). The Association of Unit Owners of Kuakini Medical Plaza, as the owner who will offer the Fourth Floor Units for sale first to existing tenants of the Fourth Floor Units, and then to the public, reports that certain changes have been made in the plan or set-up of the Project as represented in the July 11, 1978 Notice of Intention and as disclosed in preceding public reports.

The changes made are determined to be a material revision to the information disclosed earlier. This Fifth Supplementary Public Report (pink paper stock) amends the Final Public Report (white paper stock), Supplementary Public Report (pink paper stock), Second Supplementary Public Report (pink paper stock), Third Supplementary Public Report (pink paper stock) and Fourth Supplementary Public Report (pink paper stock), becoming a part of Registration No. 1017. The Association of Unit Owners of Kuakini Medical Plaza is responsible for placing a true copy of this Fifth Supplementary Public Report (pink paper stock) and the attached Amended Disclosure Abstract dated April 10, 1985 in the hands of all purchasers or prospective purchasers of the Fourth Floor Units, along with copies of the Final and all previous Supplementary Public Reports, and obtaining a receipt therefor.

2. The Developer of Kuakini Medical Plaza has previously submitted to the Commission for examination all documents deemed necessary for registration of the Project. The Association of Unit Owners of Kuakini Medical Plaza has submitted all documents deemed necessary by the Commission for the issuance of this Supplementary Public Report.

3. After filing the Declaration and By-Laws for the Project in July, 1978 in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 885735 and recording same in the Bureau of

Conveyances for the State of Hawaii in Liber 13005 at Page 623 (Condominium Map Nos. 331 and 551 filed in said Office and recorded in said Bureau, respectively), a First Amendment to Declaration of Horizontal Property Regime of Kuakini Medical Plaza, dated February 9, 1979, was filed in said Office as Document No. 923096 and recorded in said Bureau in Liber 13483 at Page 315.

A Second Amendment to Declaration of Horizontal Property Regime of Kuakini Medical Plaza, dated September 17, 1979, was filed in said Office as Document No. 966294 and recorded in said Bureau in Liber 14010 at Page 39.

A Third Amendment to Declaration of Horizontal Property Regime of Kuakini Medical Plaza, dated April 21, 1980, was filed in said Office as Document No. 1008551 and recorded in said Bureau in Liber 14669 at Page 598.

A Fourth Amendment to Declaration of Horizontal Property Regime of Kuakini Medical Plaza, dated December 17, 1980, was filed in said Office as Document No. 1049561 and recorded in said Bureau in Liber 15259 at Page 108.

A Fifth Amendment to Declaration of Horizontal Property Regime of Kuakini Medical Plaza, dated September 4, 1981, was filed in said Office as Document No. 1085974 and recorded in said Bureau in Liber 15838 at Page 609.

A Sixth Amendment to Declaration of Horizontal Property Regime of Kuakini Medical Plaza, dated September 4, 1981, was filed in said Office as Document No. 1085975 and recorded in said Bureau in Liber 15838 at Page 633.

A Seventh Amendment to Declaration of Horizontal Property Regime of Kuakini Medical Plaza, dated November 10, 1982, was filed in said Office as Document No. 1140653 and recorded in said Bureau in Liber 16702 at Page 241.

An Eighth Amendment to Declaration of Horizontal Property Regime of Kuakini Medical Plaza, dated June 21, 1983, was filed in said Office as Document No. 1180616 and recorded in said Bureau in Liber 17186 at Page 706.

A Ninth Amendment to Declaration of Horizontal Property Regime of Kuakini Medical Plaza, dated March 1, 1985, was filed in said Office as Document No. 1287300 and recorded in said Bureau in Liber 18495 at Page 11.

A Tenth Amendment to Declaration of Horizontal Property Regime of Kuakini Medical Plaza, dated March 1, 1985, was filed in said Office as Document No. 1287301 and recorded as in said Bureau in Liber 18495 at Page 17.

4. No advertising or promotional material has been filed pursuant to the rules and regulations promulgated by the Commission.

5. The purchaser or prospective purchaser is advised to acquaint himself with the provisions of Chapter 514A, Hawaii Revised Statutes, as amended, and the rules and regulations promulgated thereunder which relate to horizontal property regimes.

6. This Fifth Supplementary Public Report automatically expires on February 27, 1986, unless another Supplementary Public Report is issued, or the Commission, upon review of the registration, issues an order extending the effective period of this report.

Except for the topical headings which follow, the information contained in the Final Public Report of July 27, 1978, the Supplementary Public Report of March 2, 1979, the Second Supplementary Public Report of October 3, 1979, the Third Supplementary Public Report of April 30, 1980 and the Fourth Supplementary Public Report of November 22, 1983, has not been disturbed.

OWNER/SELLER: The Commission has been advised that the Owner/Seller of the Fourth Floor Units is the Association of Unit Owners of Kuakini Medical Plaza, an unincorporated association, whose principal place of business and post office address is at 321 North Kuakini Street, Honolulu, Hawaii 96817. Telephone number: 547-9140. Its principal officers are: Dr. Tad Iwanuma, President, and Dr. Thomas Ito, Vice President.

ATTORNEY REPRESENTING OWNER/SELLER: Carlsmith, Wichman, Case, Mukai and Ichiki (Attention: Wesley Y.S. Chang, Esq.), 1001 Bishop Street, Pacific Tower, Suite 2200, Honolulu, Hawaii, is representing the Association of Unit Owners of Kuakini Medical Plaza with respect to the Fourth Floor Units. Telephone number: 523-2500.

DESCRIPTION OF PROJECT. The Owner/Seller reports that the Declaration of Horizontal Property Regime of Kuakini Medical Plaza, as amended, describes the Project as follows:

1. Description of Building. The Project shall consist of one building which shall be comprised of eight (8) floors constructed above a one-level basement. Said building shall contain a total of sixty-seven (67) commercial condominium units (hereinafter called "units") and shall be constructed principally of reinforced concrete, gypsum board, glass, aluminum and allied building materials. The floors (which are designated herein and on the aforesaid Condominium Maps as the first through eighth floors, inclusive) and basement are more particularly described as follows:

The basement of the Project shall consist of one (1) commercial unit, designated in the Declaration and on said Condominium Maps as Unit "B-1."

The ground or first floor of the Project shall consist of one (1) commercial unit, designated in the Declaration and on said Condominium Maps as Unit "101."

The second floor of the Project shall consist of one (1) commercial unit, designated in the Declaration and on said Condominium Maps as Unit "201."

The third floor of the Project shall consist of ten (10) commercial units, designated in the Declaration and on said Condominium Maps as Units "301" through "310", inclusive.

The fourth floor of the Project shall consist of thirteen (13) commercial units, designated in the Declaration and on said Condominium Maps as Units "401" through "411, 411A, and 412."

The fifth floor of the Project shall consist of fourteen (14) commercial units, designated in the Declaration and on said Condominium Maps as Units "501" through "503", "503A", "504" through "513", inclusive.

The sixth floor of the Project shall consist of thirteen (13) commercial units, designated in the Declaration and on said Condominium Maps as Units "601" through "613," inclusive.

The seventh floor of the Project shall consist of thirteen (13) commercial units, designated in the Declaration and on said Condominium Maps as Units "701", "703" through "712", "714" and "715", inclusive.

The eighth floor of the Project shall consist of one (1) commercial unit, designated in the Declaration and on said Condominium Maps as Unit "801."

The building will be immediately adjacent to a parking structure (hereinafter called the "Parking Structure") located on the adjoining parcel of property, which Parking Structure shall be owned, operated and maintained by the fee owner of the adjacent parcel. Said Parking Structure is not a part of the Project. The basement and first, second and third floors of the building have access to the Parking Structure by way of an entry door located in the makai elevator on each of said floors.

2. Description of Units. The Project is divided into sixty-seven (67) separately designated condominium units, as more particularly described in the Declaration, as amended, and on said Condominium Maps. The location, numbering, approximate gross area in square feet and appurtenant common interest of each unit in the common elements are as follows:

<u>Location</u>	<u>Unit No.</u>	<u>Approximate Area in Sq. Ft.</u>	<u>Net Area in Sq. Ft.</u>	<u>Percentage Common Interest</u>
Basement	B-1	7,638		8.71152
First Floor	101	5,909		6.73951
Second Floor	201	12,414		14.15879
Third Floor	301	591		.67406
	302	591		.67406
	303	1,078		1.22951
	304	1,063		1.21241
	305	1,063		1.21241
	306	1,063		1.21241
	307	1,109		1.26487
	308	1,109		1.26487
	309	1,876		2.13967
	310	743		.84743
Fourth Floor	401	591	576.812	.67406
	402	591	568.062	.67406
	403	1,078	1,058.996	1.22951
	404	798	792.199	.91016
	405	531	511.946	.60563
	406	531	510.907	.60563
	407	531	511.946	.60563
	408	798	773.495	.91016
	409	1,109	1,088.232	1.26487
	410	1,109	1,087.532	1.26487
	411	522	522.406	.59537
	411A	585	568.682	.66723
	412	1,512	1,485.868	1.72452
Fifth Floor	501	591		.67406
	502	591		.67406
	503	1,078		1.22961
	503A	399		.45508
	504	399		.45508
	505	531		.60563
	506	531		.60563
	507	531		.60563
	508	798		.91016
	509	1,109		1.26487
	510	1,109		1.26487
	511	522		.59537
	512	963		1.09835
	513	1,134		1.29339
Sixth Floor	601	591		.67406
	602	591		.67406
	603	1,078		1.22951
	604	798		.91016
	605	531		.60563
	606	531		.60563
	607	531		.60563
	608	798		.91016

<u>Location</u>	<u>Unit No.</u>	<u>Approximate Area in Sq. Ft.</u>	<u>Net Area in Sq. Ft.</u>	<u>Percentage Common Interest</u>
	609	1,117		1.27399
	610	1,101		1.25575
	611	522		.59537
	612	963		1.09835
	613	1,134		1.29339
Seventh Floor	701	886.5		1.01139
	703	1,373.5		1.56700
	704	531		.60581
	705	531		.60581
	706	531		.60581
	707	531		.60581
	708	531		.60581
	709	531		.60581
	710	1,109		1.26524
	711	1,109		1.26524
	712	522		.59554
	714	963		1.09867
	715	1,134		1.29376
Eighth Floor	801	10,286		11.73170

Notwithstanding the designation of the limits of the respective units, all areas set forth hereinabove (except for the column showing the Net Area) were computed measuring from the outside of exterior walls and from the center line of interior party walls, and no reduction has been made to account for interior walls, ducts, shafts and the like located within the perimeter walls.

RESTRICTIONS AS TO USE: The Owner/Seller reports that the Ninth Amendment to the Declaration of Horizontal Property Regime dated March 1, 1985, revised the restrictions as to the permitted uses of the units.

Optical dispensers listed under paragraph 1 under this topical heading of the Fourth Supplementary Public Report issued November 22, 1983 are now excluded as permissible owner/occupants of units.

A new paragraph 5 has been added as follows:

5. No unit owner will, without the prior written consent of the Board of Directors, sell, assign, transfer, lease or sublease his unit. Any sale, assignment, transfer, lease or sublease without the prior written consent of the Board of Directors shall be voidable at the election of the Board.

Anything herein to the contrary notwithstanding, the foregoing requirements of consent shall not apply to any assignment by way of mortgage to any bank, savings and loan association, insurance company or other established lending institution as mortgagee, to any assignment upon foreclosure of any such mortgage, or to any assignment in lieu of foreclosure.

INTEREST TO BE CONVEYED TO PURCHASERS: The Owner/Seller has informed the Commission that, upon receipt of full payment of the purchase price for any Fourth Floor Unit, it will, by means of a Condominium Conveyance Document or an Assignment of Condominium Conveyance Document, convey said unit and the undivided percentage interest in the common elements (exclusive of land) appurtenant thereto, and a leasehold interest in an undivided percentage interest, equal to the above-stated percentage interest, in the land described in the Declaration, as amended. The percentage interest appurtenant to the Fourth Floor Units is set forth hereinabove under the heading "Description of Project" and shall be the same proportionate share in all common profits and expenses of the project, and for all other purposes including voting except that purchasers of the Fourth Floor Units will not be entitled to share in the proceeds from the sale thereof.

OWNERSHIP OF TITLE: Prior to the subdivision of Unit 401 into the Fourth Floor Units pursuant to the Tenth Amendment to Declaration of Horizontal Property Regime of Kuakini Medical Plaza, Unit 401 was conveyed by Kuakini Medical Development Corp., the developer of the Project, to the Association of Unit Owners of Kuakini Medical Plaza by Assignment of Condominium Conveyance Document dated December 18, 1980, and filed as aforesaid as Document Nos. 1051097 and 1051098, and recorded as aforesaid in Liber 15285, at Page 242.

ENCUMBRANCES AGAINST TITLE: A Status Title Report dated March 14, 1985, issued by Title Guaranty of Hawaii, Inc. reports that title to Unit 401 (prior to its subdivision into the Fourth Floor Units) owned by The Association of Unit Owners of Kuakini Medical Plaza is subject to the following:

AS TO ALL UNITS:

As to Parcels First and Second (as such parcels are identified in said Title Report) only:

1. The reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. Easement for footing, five (5) feet wide, as per survey of Tadashi Nakahara, Registered Professional Land Surveyor No. 469, dated October 19, 1977.

As to Parcel Second only:

1. That certain grant of easement for sewer purposes dated June 28, 1950, in favor of the City and County of Honolulu, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 2367 at Page 150.

As to Parcel Third only:

1. That certain easement for sanitary sewer purposes as set forth in Land Court Order No. 11273 filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii and granted to the City and County of Honolulu by instrument dated September 22, 1952, filed in said Office as Document No. 143546.

2. Easement "A" for building footing purposes over and across said parcel, as set forth by Land Court Order No. 48558.

3. A right-of-way in favor of Lot 2 for access to the public highway (Kuakini Street) over and across said parcel, as set forth by Land Court Order No. 48558, filed October 27, 1977.

As to Parcels, First, Second and Third:

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

2. That certain Agreement with Respect to Special Use Permit dated January 26, 1977, made by and between Kuakini Medical Center and the City and County of Honolulu, recorded in said Bureau in Liber 12064 at Page 152, as amended by instrument dated May 24, 1978, filed in said Office as Land Court Document No. 877721 and also recorded in Liber 12921 at Page 103.

3. Declaration of Restrictive Covenants dated March 13, 1978, filed in said Office as Land Court Document No. 867099 and also recorded in said Bureau in Liber 12802 at Page 350.

4. Declarations, restrictions and conditions set forth in Parking Easement Agreement dated May 24, 1978, filed in said Office as Document No. 877719 and also recorded in said Bureau in Liber 12921 at Page 75.

5. 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 Horizontal Property Regime dated July 7, 1978, filed in said Office as Document No. 885735 and recorded in said Bureau in Liber 13005 at Page 623, and to the By-Laws attached thereto, as the same are or may hereafter be amended in accordance with law, said Declaration or By-Laws. (Project covered by Condominium Map Nos. 331 and 551 filed in said Office and recorded in said Bureau, respectively). Said Declaration was amended by instruments dated February 9, 1979, filed as Document No. 923096, recorded in Liber 13483 at Page 315; dated September 17, 1979, filed as Document No. 966294, recorded in Liber 14010 at Page 39; dated April 21, 1980, filed as Document No. 1008551, recorded in Liber 14669 at Page 598; dated December 17, 1980, filed as Document No. 1049561, recorded in Liber 15259 at Page 108; dated September 4, 1981, filed as Document No. 1085974, recorded in Liber 15838 at Page 609; dated September 4, 1981, filed as Document No. 1085975, recorded in Liber 15838 at Page 633; dated November 10, 1982, filed as Document No. 1140653, recorded in Liber 16702 at Page 241; dated June 21, 1983, filed as Document No. 1180616, recorded in Liber 17186 at Page 706; dated March 1, 1985, filed as Document No. 1287300, recorded in Liber 18495 at Page 11; dated March 1, 1985, filed as Document No. 1287301, recorded in Liber 18495 at Page 17.

AS TO UNIT 401 (prior to its subdivision into the Fourth Floor Units)

1. That certain unrecorded Lease dated May 22, 1979 made by and between Kuakini Medical Development Corp. a Hawaii

corporation, as Landlord, and Gilbert Koji Yamamoto, husband of Sheila Audrey Yamamoto, as Tenant, a Short Form of said Lease dated August 7, 1979, filed in said Office as Document No. 972429, and recorded in said Bureau in Liber 14084 at Page 621, subject to that certain Mortgage dated August 14, 1979 made by Gilbert Koji Yamamoto, husband of Sheila Audrey Yamamoto, as Mortgagor, in favor of First Hawaiian Bank, a Hawaii corporation, as Mortgagee, and filed in said Office as Document No. 972430 and recorded in said Bureau in Liber 14084 at Page 627, with Lessor's Consent to Mortgage; Subordination of Security Interest; and Estoppel Certificate dated August 7, 1979, filed in said Office as Document No. 972431, and recorded as aforesaid in Liber 14084 at Page 654.

2. That certain unrecorded Lease dated June 22, 1979 by and between Association of Unit Owners of Kuakini Medical Plaza, as Landlord, and David Yuan, M.D., as Tenant, a Short Form of said Lease dated February 12, 1980, filed in said Office as Document No. 1007686, and recorded in said Bureau in Liber 14658 at Page 760, subject to that certain Mortgage dated February 12, 1980 made by David Chao-Chuan Yuan, M.D., husband of Esther Ai-Ming Yuan, as Mortgagor, in favor of Bank of Hawaii, a Hawaii corporation, as Mortgagee, and filed in said Office as Document No. 1007687, and recorded in said Bureau in Liber 14658 at Page 768, with Consent given by Kuakini Medical Development Corp., a Hawaii corporation, by instrument dated March 11, 1980, and filed in said Office as Document No. 1007688, and recorded in said Bureau in Liber 14658 at Page 790.

3. That certain unrecorded Lease dated December 13, 1979 by and between Kuakini Medical Development Corp., a Hawaii corporation, as Landlord, and James Tamai, husband of Tina Lee Tamai, as Tenant, a Short Form of said Lease dated April 10, 1980, was filed in said Office as Document No. 1008095 and recorded in said Bureau in Liber 14664 at Page 52, subject to that certain Mortgage dated April 9, 1980, made by James Shoji Tamai, husband of Tina Lee Tamai, as Mortgagor, in favor of Bank of Hawaii, a Hawaii corporation, as Mortgagee, and filed in said Office as Document No. 1008096 and recorded in said Bureau in Liber 14664 at Page 59, with Consent given by Kuakini Medical Development Corp., a Hawaii corporation, by instrument dated April 10, 1980, filed in said Office as Document No. 1008097, and recorded in said Bureau in Liber 14664 at Page 83.

4. That certain unrecorded Lease dated May 24, 1979 by and between The Association of Unit Owners of Kuakini Medical Plaza, as Landlord, and Stephen M. Hirasuna, husband of Kay T. Hirasuna, as Tenant, a Short Form of said Lease dated July 11, 1980, was recorded in said Bureau in Liber 14855 at Page 660 (Not noted on Transfer Certificate of Title), subject to that certain Mortgage dated July 15, 1980 made by Stephen M. Hirasuna, husband of Kay T. Hirasuna, as Mortgagor, in favor of Central Pacific Bank, a Hawaii corporation, as Mortgagee, and recorded in said Bureau in Liber 14855 at Page 667, with Consent given by The Association of Unit Owners of Kuakini Medical Plaza, by instrument dated July 11, 1980, and recorded in said Bureau in Liber 14855 at Page 682 (Not noted on Transfer Certificate of Title).

5. That certain unrecorded Lease dated September 27, 1982 by and between The Association of Unit Owners of Kuakini Medical Plaza, as Landlord, and Dennis Shizuo Murakami, M.D., husband of

Darlene Murakami, as Tenant, a Short Form of said Lease dated December 28, 1982, was filed in said Office as Document No. 1147286 and recorded in said Bureau in Liber 16794 at Page 154, subject to that certain Mortgage dated January 11, 1983, made by Dennis Shizuo Murakami, M.D., husband of Darlene Murakami, as Mortgagor, in favor of City Bank, a Hawaii corporation, as Mortgagee, and filed in said Office as Document No. 1147287 and recorded in said Bureau in Liber 16794 at Page 162, with Consent given by The Association of Unit Owners of Kuakini Medical Plaza, an unincorporated association, by instrument dated December 28, 1983, filed in said Office as Document No. 1147288, and recorded in said Bureau in Liber 16794 at Page 174.

6. That certain unrecorded Lease dated May 27, 1983 by and between The Association of Unit Owners of Kuakini Medical Plaza, as Landlord, and Emerson M.F. Jou, M.D., as Tenant, a Short Form of said Lease dated August 22, 1983, was filed in said Office as Document No. 1189724 and recorded in said Bureau in Liber 17299 at Page 783, subject to that certain Mortgage dated August 22, 1983, made by Emerson Meng-Fong Jou, also known as Emerson M.F. Jou, M.D., and formerly known as Meng Fong Jou, unmarried, as Mortgagor, in favor of First Hawaiian Bank, a Hawaii corporation, as Mortgagee, and filed in said Office as Document No. 1189725 and recorded in said Bureau in Liber 17300 at Page 1, with Lessor's Consent to Mortgage and Estoppel Certificate dated August 29, 1983, filed in said Office as Document No. 1189726, and recorded in said Bureau in Liber 17299 at Page 789.

7. That certain Memorandum of Lease dated October 30, 1984, filed in said Office as Document No. 1268537 and recorded in said Bureau in Liber 18279 at Page 571, by and between The Association of Unit Owners of Kuakini Medical Plaza, an unincorporated association, as Landlord, and Jeffrey Masaichi Nakamura (also known as Jeffrey M. Nakamura), husband of Joyce Andriks Nakamura, and Alvin Norio Furuike (also known as Alvin N. Furuike), unmarried, as Tenant, subject to that certain Mortgage, Security Agreement and Financing Statement dated September 28, 1984, made by Jeffrey M. Nakamura, husband of Joyce Andriks Nakamura, and Alvin N. Furuike, unmarried, as Mortgagor, in favor of First Interstate Bank of Hawaii, a Hawaii banking corporation, as Mortgagee, and filed in said Office as Document No. 1268538, and recorded in said Bureau in Liber 18279 at Page 582, with Lessor's Consent to Mortgage and Estoppel Certificate dated October 30, 1984, filed in said Office as Document No. 1268539, and recorded in said Bureau in Liber 18279 at Page 589.

PURCHASE MONEY HANDLING: A copy of the executed Escrow Agreement dated April 9, 1985, between Long & Melone Escrow, Ltd., as the escrow agent, and the Association of Unit Owners of Kuakini Medical Plaza, has been filed with the Commission. Upon examination, the specimen Deposit Receipt and Sales Contract and the executed Escrow Agreement are found to be in compliance with Chapter 514A, Hawaii Revised Statutes, as amended.

The Escrow Agreement provides, in part, that a buyer shall be entitled to a return of his funds, and Escrow shall pay such funds to such buyer, without interest, promptly after buyer has requested such return if Escrow shall have received from the Association of Unit Owners of Kuakini Medical Plaza a written notice that any of the following has occurred:

(a) The Association of Unit Owners of Kuakini Medical Plaza and buyer shall have requested Escrow to return to buyer the funds of buyer then being held hereunder by Escrow; or

(b) The Association of Unit Owners of Kuakini Medical Plaza or buyer shall have notified Escrow of the Association of Unit Owners of Kuakini Medical Plaza's or Buyer's exercise of the option to rescind the Deposit Receipt and Sales Contract pursuant to any right of rescission stated therein or otherwise available to the Association of Unit Owners of Kuakini Medical Plaza or Buyer; or

(c) There is a material change in the Project which directly, substantially, and adversely affects the use or value of (i) Buyer's unit or appurtenant limited common elements, if any, or (ii) those amenities of the Project available for Buyer's use and Buyer shall have exercised the right of rescission provided for in the Deposit Receipt and Sales Contract or reservation agreement and pursuant to Hawaii law. In the event of rescission pursuant to the provisions of this subparagraph (c), Buyer shall be entitled to a prompt and full refund of any monies paid.

In any of the foregoing events, Escrow shall, upon receipt of a written request for a refund from buyer, pay said funds to said buyer (without interest and less an Escrow cancellation fee of \$25.00 per unit and other costs the total of which fees and costs shall not exceed \$ -0- per unit except in the event of any rescission under subparagraph (c) above, in which case the Association of Unit Owners of Kuakini Medical Plaza shall be responsible for such cancellation fee and costs and there shall be no deduction from buyer's monies for any cancellation fee or cost of Escrow) and thereupon said Deposit Receipt and Sales Contract and any conveyance document theretofore delivered to Escrow shall be returned to the Association of Unit Owners of Kuakini Medical Plaza and shall be deemed no longer held hereunder; provided, however, that no refund shall be made pursuant to a buyer's request prior to receipt by the Association of Unit Owners of Kuakini Medical Plaza of written notice from Escrow of its intent to make such refund.

The Owner/Seller has informed the Commission that the Deposit Receipt and Sales Contract specifically provides that the buyer understands and agrees that the buyer shall not be entitled to receive any distributions of profits generated by the sale of the fourth floor units, and the buyer assigns to all other members of the Association of Unit Owners of Kuakini Medical Plaza, as constituted prior to the sale of any fourth floor units, buyer's share, if any, of any such distributions, and the buyer waives and renounces any interest in such distributions.

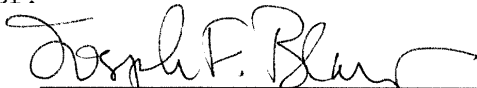
In addition, the Deposit Receipt and Sales Contract also provides that the unit is being sold "as is", with no warranty on the structural quality or integrity of the unit or the mechanical soundness of any of the systems of the unit or the useful life thereof. A buyer of a unit will be purchasing the same subject to any existing tenancy of the unit. If the buyer of the unit is the tenant under any existing lease of the unit, the buyer will be responsible for obtaining the consent of the holder of any mortgage on the lease of the unit.

STATUS OF PROJECT: Construction of the Project has been completed.

The purchaser or prospective purchaser should be cognizant of the fact that this published Report represents information disclosed by the Developer in the Notice of Intention submitted July 11, 1978 and additional information subsequently filed as of May 22, 1985.

This Fifth Supplementary Horizontal Property Regime (Condominium) Public Report is made a part of Registration No. 1017 filed with the Commission July 11, 1978.

The Report, when produced, shall be a true copy of the Commission's Public Report. The paper stock used in making facsimiles must be pink in color.


for G. A. "RED" MORRIS, Chairman
Real Estate Commission
State of Hawaii

Distribution:
Department of Finance,
City and County of Honolulu
Bureau of Conveyances
Planning Department,
City and County of Honolulu
Federal Building Administration
Escrow Agent

Registration No. 1017

Dated: May 29, 1985