

CONDOMINIUM PUBLIC REPORT

Prepared &

Issued by: Developer CLARK-EMERSON VENTURE, INC.
Address 41-050 Kalaniana'ole Highway, Waimanalo, Hawaii

Project Name(*): EMERSON COURT (formerly 1423 Emerson)
Address: 1423 Emerson Street, Honolulu, Hawaii

Registration No. 1271 (Conversion) Effective date: February 22, 1993
Expiration date: March 22, 1994

Preparation of this Report:

This report has been prepared by the Developer pursuant to the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, as amended. This report is not valid unless the Hawaii Real Estate Commission has issued a registration number and effective date for the report.

This report has not been prepared or issued by the Real Estate Commission or any other governmental agency. Neither the Commission nor any other government agency has judged or approved the merits or value, if any, of the project or of purchasing an apartment in the project.

Buyers are encouraged to read this report carefully, and to seek professional advice before signing a sales contract for the purchase of an apartment in the project.

Expiration Date of Reports. Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the effective date unless a Supplementary Public Report is issued or unless the Commission issues an order, a copy of which is attached to this report, extending the effective date for the report.

Exception: The Real Estate Commission may issue an order, a copy of which shall be attached to this report, that the final public report for a two apartment condominium project shall have no expiration date.

Type of Report:

_____	PRELIMINARY: (yellow)	The developer may not as yet have created the condominium but has filed with the Real Estate Commission minimal information sufficient for a Preliminary Public Report. A Final Public Report will be issued when complete information is filed.
_____	FINAL: (white)	The developer has legally created a condominium and has filed complete information with the Commission.
		<input type="checkbox"/> No prior reports have been issued <input type="checkbox"/> Supersedes all prior public reports <input type="checkbox"/> Must be read together with _____
<u> X </u>	SECOND SUPPLEMENTARY: (pink)	Updates information contained in the <input type="checkbox"/> Prelim. Public Report dated _____ <input checked="" type="checkbox"/> Final Public Report dated <u>August 5, 1980</u> <input checked="" type="checkbox"/> Supp. Public Report dated <u>November 25, 1991</u>
		And <input checked="" type="checkbox"/> Supersedes all prior public reports <input type="checkbox"/> Must be read together with _____ <input type="checkbox"/> This report reactivates the _____ public report(s) which expired on _____

(*) Exactly as named in the Declaration

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

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

Summary of Changes from Earlier Public Reports:

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

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

[X] Changes made are as follows:

This Project, formerly named "1423 Emerson", is now called "EMERSON COURT".

The Developer of the Project Clark-Emerson Venture, Inc. is also the developer of a Fee Simple Condominium Property Regime known as "Punahou Sunset" located in Honolulu and which is the subject of Condominium Public Report Registration Number 1269 (conversion). Both Punahou Sunset and Emerson Court (the "Two Projects") are the subject of that certain Purchase and Sale Agreement dated September 19, 1991 (the "Purchase Contract") and the Settlement Agreement dated October 2, 1992, pursuant to which the Developer has agreed to buy and the Seller therein (the "Fee Owner") has agreed to sell the Two Projects. The scheduled closing dates under the Purchase Contract and the Settlement Agreement have now passed.

The lanais in Apartment Nos. 101, 107, 207, 208 and 211 have been enclosed. The Apartments now have a net living area of approximately 793 square feet. A one-half bath has been added to each Apartment.

The lanais in Apartment Nos. 105, 110, 201 and 210 have been enclosed. Each of the Apartments now contains a net living area of approximately 793 square feet.

The previously effective Escrow Agreement between Developer and Security Title Corporation has been cancelled, and Developer has entered into an Escrow Agreement with Long & Melone Escrow, Ltd.

The Apartments in the Project are being offered for sale in fee simple only.

Other material changes are as follows:

1. The Managing Agent for the Project is Paulin Pacific Group, Ltd.
2. The Developer has recently filed for protection under Chapter XI of the Federal Bankruptcy Act. In its petition for protection, a copy of which is attached hereto as Exhibit "K", Developer is seeking among other things (a) that Developer remain as a debtor in possession of the Project; (b) that Developer be allowed to buy the Property

under its Agreements with the Fee Owner (Dr. Kunimoto); (c) that Developer be able to set aside all of the pending sales contracts other than those for full price (d) that Developer be given a reasonable period of time to sell at fair market value all of the remaining Apartments; and (e) that the Court stay any foreclosure or other actions against the Developer by Dr. Kunimoto and the Developer's other creditors.

Under its Chapter XI filing, the Developer is seeking to continue its sales program. Each Apartment sale would be subject to approval by the Developer's creditors or by the Bankruptcy Court. Each sale would also be subject to the issuance of a title insurance policy in favor of a buyer indicating that title for an Apartment upon closing will be free from any liens and encumbrances other than the Declaration and Bylaws and other matters which would not materially affect the value of the Apartment. Closings may be delayed as they are subject to resolution of creditor concerns.

3. The updated (December 9, 1992) preliminary title report for the Project indicates several lawsuits which affect the Project. They include the following:
 - (i) Notice of Pendency of Action - Third Circuit Court - Civil No. 92-220K (Foreclosure) between Jeffery W.B. Woo, Gerald Kim and Frank Craig Bamer as Plaintiffs and Clark-Emerson Venture, Inc., et als. as Defendants, dated August 28, 1992.
 - (ii) Complaint; Demand for Jury Trial; Summons - Civil No. 92-2777-07 (Contract) - First Circuit Court, between Boisse Philip Correa as Plaintiff and Clark-Emerson Venture, Inc., et als. as Defendants, dated July 31, 1992.
 - (iii) Notice of Pendency of Action - First Circuit Court - Civil No. 92-4404-12, dated December 4, 1992, between Ignacio Torres, as Trustee, as Plaintiff, and Clark-Emerson Venture, Inc., Nowlin P. Correa and Lloyd Martinez, as Trustees, as Defendants Re Apartment Nos. 804, 604, 202, 302, 803, 902, 904 and PH-1.
4. The Mortgages affecting the Project are presently in default and one or more of the mortgagees have commenced foreclosure actions.
5. The Declaration of Condominium Property Regime is now in the process of being amended to provide for changes in certain apartment sizes, the conversion of the project to fee simple, and certain other things. A copy of the proposed amendment is available from the Developer for inspection.

NOTE: The purpose of this Report is to disclose matters of fact and not to assess all their legal and economic ramifications. Prospective buyers are urged to check with their attorneys regarding any legal implications of the information herein.

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General Information on Condominiums

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of the Condominium Property Act, Chapter 514A, Hawaii Revised Statutes, must be complied with. In addition, certain requirements and approvals of the County in which the project is located must be satisfied and obtained.

Some condominium projects are leasehold. This means that the land or the building(s) and other improvements are leased to the buyer. The lease for the land usually requires that at the end of the lease term, the lessees (apartment owners/tenants) deliver their interest in the land to the lessor (fee property owner). The lease also usually requires that the lessees either (1) convey to the lessor the building(s) and other improvements, including any improvements paid for by the lessees; or (2) remove or dispose of the improvements at the lessee's expense. Leases for individual apartments often require that at the end of the lease term, the lessee deliver to the lessor the apartment, including any improvements placed in the apartment by the lessee.

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

"Common elements" are the areas of the condominium project other than the individual apartments. They are owned jointly by all apartment owners and include the land, either in fee simple or leasehold, and those parts of the building or buildings intended for common use such as foundations, columns, roofs, halls, elevators, and the like. Your undivided interest in the common elements cannot be separated from ownership of your apartment.

In some condominium projects, some common elements are reserved for the exclusive use of the owners of certain apartments. These common elements are called "limited common elements" and may include parking stalls, patios, lanais, trash chutes, and the like.

You will be entitled to exclusive ownership and possession of your apartment. Condominium apartments may be individually bought, sold, rented, mortgaged, or encumbered, and may be disposed of by will, gift, or operation of law.

Your apartment will, however, be part of the group of apartments that comprise the condominium project. Study the project's Declaration, Bylaws, and House Rules. These documents contain important information on the use and occupancy of apartments and the common elements as well as the rules of conduct for owners, tenants, and guests.

Operation of the Condominium Project

The Association of Apartment Owners is the entity through which apartment owners may take action with regard to the administration, management, and operation of the condominium project. Each apartment owner is automatically a member of the Association.

The Board of Directors is the governing body of the Association. Unless you serve as a board member or an officer, or are on a committee appointed by the board, your participation in the administration and operation of the condominium project will in most cases be limited to your right to vote as an apartment owner. The Board of Directors and officers can take certain actions without the vote of the owners. For example, the board may hire and fire employees, increase or decrease maintenance fees, borrow money for repair and improvements and set a budget. Some of these actions may significantly impact the apartment owners.

Until there is a sufficient number of purchasers of apartments to elect a majority of the Board of Directors, it is likely that the developer will effectively control the affairs of the Association. It is frequently necessary for the developer to do so during the early stages of development and the developer may reserve certain special rights to do so in the Declaration and Bylaws. Prospective buyers should understand that it is important to all apartment owners that the transition of control from the developer to apartment owners be accomplished in an orderly manner and in a spirit of cooperation.

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Clark-Emerson Venture, Inc.
Name
41-050 Kalanianaʻole Highway
Business Address
Waimanalo, Hawaii 96795

Phone: 259-9240
(Business)

Names of officers or general partners of developers who are corporations or partnerships:

Nowlin P. Correa - President, Secretary and Treasurer
Lloyd Martinez - Vice President

Real Estate
Broker: Sutton Group - Banyan Realty, Inc.
Name
1221 Kapiolani Blvd., Suite 808
Business Address
Honolulu, Hawaii 96814

Phone: 522-1831
(Business)

Escrow: Long & Melone Escrow, Ltd.
Name
6700 Kalanianaʻole Highway, Suite 104
Business Address
Honolulu, Hawaii 96825

Phone: 395-9426
(Business)

General
Contractor: N/A
Name

Business Address

Phone: _____
(Business)

Condominium
Managing
Agent: Paulin Pacific Group, Ltd.
Name
2155 Kalakaua Avenue, Suite 710
Business Address
Honolulu, Hawaii

Phone: 971-1700
(Business)

Attorney for
Developer: Jeffrey S. Grad
Name
841 Bishop Street, Suite 2001
Business Address
Honolulu, Hawaii 96813

Phone: 521-4757
(Business)

II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances and/or filing with the Land Court a Declaration of Condominium Property Regime, a Condominium Map (File Plan), and the bylaws of the Association of Apartment Owners. The Condominium Property Act (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to the project and the common elements, to each other, and to their respective apartments. The provisions of these documents are intended to be, and in most cases are, enforceable in a court of law.

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

The Declaration for this condominium is:

☐ Proposed
☒ Recorded - Bureau of Conveyances - Document No. _____
Book 14550 Page 678
☐ Filed - Land Court - Document No. _____

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

Amendment No. 1 dated October 25, 1991, recorded as Document No. 91-147981
Amendment No. 2 dated October 31, 1991, recorded as Document No. 91-152199
Amendment No. 3 dated November 21, 1991, recorded as Document No. 91-160801
Amendment No. 4 has been drafted but is not yet signed. A copy is available for inspection upon request.

- B. Condominium Map (File Plan) shows the floor plan, elevation and layout of the condominium project. It also shows the floor plan, location, apartment number, and dimensions of each apartment.

The Condominium Map for this condominium project is:

☐ Proposed
☒ Recorded - Bureau of Conveyances Condo Map No. 688
☐ Filed - Land Court Condo Map No. _____

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

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

The Bylaws for this condominium are:

☐ Proposed
☒ Recorded - Bureau of Conveyances - Document No. _____
Book 14550 Page 701
☐ Filed - Land Court Condo Map No. _____

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

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

The House Rules for this condominium are:

☒ Proposed ☐ Adopted ☐ Developer does not plan to adopt house rules.

E. Changes to Condominium Documents

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

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

	<u>Minimum Set by Law</u>	<u>This Condominium</u>
Declaration (and Condo Map)	75% *	<u>75%</u>
Bylaws	65%	<u>75%</u>
House Rules	--	<u>Majority of Board of Directors</u>

- * The percentages for individual condominium projects may be more than the minimum set by law for projects with five or fewer apartments.

2. Developer:

- ☐ No rights have been reserved by the developer to change the Declaration, Condominium Map, Bylaws or House Rules.
- ☒ Developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws or House Rules.

See attached Exhibit "G"

III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

- [☒] Fee Simple: Individual apartments and the common elements, which include the underlying land, will be in fee simple.
- [☐] Leasehold or Subleasehold: Individual apartments and the common elements, which includes the underlying land will be leasehold.

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

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____
Rent Renegotiation Date(s): _____

Lease Rent Payable: [☐] Monthly [☐] Quarterly
[☐] Semi-Annually [☐] Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per [☐] Month [☐] Year.

For Subleaseholds:

- [☐] Buyer's sublease may be canceled if the master lease between the sublessor and fee owner is [☐] Canceled [☐] Foreclosed
- [☐] As long as the buyer is not in default, the buyer may continue to occupy the apartment and/or land on the same terms contained in the sublease even if the master lease is canceled or foreclosed.
- [☐] Individual Apartment in Fee Simple; Common Interest in the Underlying Land in Leasehold or Subleasehold:

Leases for the underlying land usually require that at the end of the lease term, the lessees (apartment owners/tenants) deliver to the lessor (fee property owner) their interest in the land and that they either (1) remove or dispose of the building(s) and other improvements at the lessee's expense; or (2) convey the building(s) and improvements to the lessor, often at a specified price.

Exhibit _____ contains further explanations regarding the manner in which the renegotiated lease rents will be calculated and a description of the surrender clause provision(s).

Lease Term Expires: _____
Rent Renegotiation Date(s): _____

Lease Rent Payable: [☐] Monthly [☐] Quarterly
[☐] Semi-Annually [☐] Annually

Exhibit _____ contains a schedule of the lease rent for each apartment per [☐] Month [☐] Year.

[] Other:

IMPORTANT INFORMATION ON LEASEHOLD CONDOMINIUM PROJECTS

The information contained in this report is a summary of the terms of the lease. For more detailed information, you should secure a copy of the lease documents and read them thoroughly.

If you have any legal questions about leasehold property, the lease documents or the terms of the lease and the consequences of becoming a lessee, you should seek the advice of an attorney.

There are currently no statutory provisions for the mandatory conversion of leasehold condominiums and there are no assurances that such measures will be enacted in the future.

In leasehold condominium projects, the buyer of an apartment will acquire the right to occupy and use the apartment for the time stated in the lease agreement. The buyer will not acquire outright or absolute fee simple ownership of the land. The land is owned by the lessor or the leased fee owner. The apartment owner or lessee must make lease rent payments and comply with the terms of the lease or be subject to the lessor's enforcement actions. The lease rent payments are usually fixed at specific amounts for fixed periods of time, and are then subject to renegotiation. Renegotiation may be based on a formula, by arbitration set in the lease agreement, by law or by agreement between the lessor and lessee. The renegotiated lease rents may increase significantly. At the end of the lease, the apartment owners may have to surrender the apartments, the improvements and the land back to the lessor without any compensation (surrender clause).

When leasehold property is sold, title is normally conveyed by means of an assignment of lease, the purpose of which is similar to that of a deed. The legal and practical effect is different because the assignment conveys only the rights and obligations created by the lease, not the property itself.

The developer of this condominium project may have entered into a master ground lease with the fee simple owner of the land in order to develop the project. The developer may have then entered into a sublease or a new lease of the land with the lessee (apartment owner). The developer may lease the improvements to the apartment owner by way of an apartment lease or sublease, or sell the improvements to the apartment owners by way of a condominium conveyance or apartment deed.

B. Underlying Land:

Address: 1423 Emerson Street Tax Map Key: (1) 2-1-39-47
Honolulu, Hawaii (TMK)

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

Land Area: 24,883 [X] square feet [] acre(s) Zoning: **A-2**

Lessor

(Fee Owner): Allan Kunimoto, Trustee
Name

1126 S. King Street
Address

Honolulu, Hawaii 96814

Sublessor: _____
Name

Address

C. Buildings and Other Improvements:

1. ☐ New Building(s) ☒ Conversion of Existing Building(s)
☐ Both New Building(s) and Conversion
2. Number of Buildings: 1 Floors Per Building 2-story building
plus a Ground Floor
☐ Exhibit _____ contains further explanations.
3. Principal Construction Material:
☒ Concrete ☐ Hollow Tile ☐ Wood
☒ Other concrete block, cement, plaster, gypsum board, metal and glass

4. Permitted Uses by Zoning:

	No. of Apts.	Use Permitted By Zoning	No. of Apts.	Use Determined By Zoning
<input checked="" type="checkbox"/> Residential	<u>28</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Ohana	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Industrial	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Mix Res/Comm	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Agricultural	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Hotel	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Recreational	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Timeshare	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

5. Special Use Restrictions:

The Declaration, Bylaws, and House Rules may contain restrictions on the use and occupancy of the apartments. Restrictions for this condominium project include but are not limited to:

- [X] Pets: Not allowed
- [X] Number of Occupants: The maximum number of individuals permitted to reside in or occupy the one-bedroom Apartments shall be three (3) individuals, and five (5) individuals in the two-bedroom apartments
- [] Other: _____
- [] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Elevators -0- Stairways -2- Trash Chutes -0-

<u>Apt. Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
<u>9 Types</u>	<u>2</u>	<u>Studios</u>	<u>436</u>	<u>94</u>
<u></u>	<u>2</u>	<u>1 bedroom</u>	<u>436</u>	<u>100</u>
<u></u>	<u>24</u>	<u>2 bedroom</u>	<u>648 to 793</u>	<u>148 (not all apts. have lanais)</u>

SEE ATTACHED EXHIBIT "A" FOR DETAILS

Total Apartments: 28

*Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.

Other documents and maps may give floor area figures which differ from those above because a different method of determining the floor area may have been used.

Boundaries of Each Apartment:

Each Apartment shall be deemed to include all walls and partitions which are not load bearing within its perimeter walls, the inner decorated and finished surfaces of all walls, floors, ceilings, windows and window frames, door and door frames, and all fixtures originally installed therein for its exclusive use, and the adjoining lanai (if any), as shown on the Condominium Map. The respective Apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls, the floors and ceilings surrounding each such Apartment, or any pipes, wires, conduits or other utility or service lines running through such Apartment which are utilized for or serve more than one Apartment or the common elements.

Permitted Alterations to Apartments:

See attached Exhibit "H"

7. Parking Stalls:

Total Parking Stalls: 28

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>TOTAL</u>
Assigned (for each units)	<u>28 (one for each apartment)</u>						
Guest							
Unassigned							
Extra for Purchase							
Other:							
Total Covered & Open	<u>28</u>						

Each apartment will have the exclusive use of at least one (1) parking stall(s). Buyers are encouraged to find out which stall(s) will be available for their use.

- [] Commercial parking garage permitted in condominium project.
- [] Exhibit _____ contains additional information on parking stalls for this condominium project.

8. Recreational and Other Common Facilities:

- [] There are no recreational or common facilities.
- [] Swimming pool [] Storage Area [X] Recreation Area
- courtyard area
- [] Laundry Area [] Tennis Court [] Trash Chute
- [] Other:

9. Compliance With Building Code and Municipal Regulations; Cost to Cure Violations

- [X] There are no violations. [] Violations will not be cured.
- [] Violations and cost to cure are listed below. [] Violations will be cured by _____

10. Condition and Expected Useful Life of Structural Components, Mechanical, and Electrical Installations

(For conversions of residential apartments in existence for at least five years):

The condition of all structural components and mechanical and electrical installation material to the use and enjoyment of the apartments appears to be good. No warranty is made as to the expected useful life of the Project.

11. Conformance to Present Zoning Code

a. ☒ No variances to zoning code have been granted.

☐ Variance(s) to zoning code was/were granted as follows:

b. Conforming/Non-Conforming Uses, Structures, Lot

In general, a non-conforming use, structure, or lot is a use, structure, or lot which was lawful at one time but which does not now conform to present zoning requirements.

	<u>Conforming</u>	<u>Non-Conforming</u>	<u>Illegal</u>
Uses	<u> X </u>	<u> </u>	<u> </u>
Structures	<u> </u>	<u> X </u>	<u> </u>
Lot	<u> X </u>	<u> </u>	<u> </u>

See attached letter from City and County of Honolulu (Exhibit "J")

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

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

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

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

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

☒ described in Exhibit B .

☐ as follows:

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

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

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

[X] described in Exhibit C

[] as follows:

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

[X] described in Exhibit A.

[] as follows:

E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of an apartment in the project.

Exhibit D describes the encumbrances against the title contained in the title report dated December 9, 1992 and issued by Security Title Corporation.

Blanket Liens:

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

- [] There are no blanket liens affecting title to the individual apartments.
- [X] There are blanket liens which may affect title to the individual apartments.

Blanket liens (except for improvement district or utility assessments) must be released before the developer conveys the apartment to a buyer. The Buyer's interest will be affected if the developer defaults and the lien is foreclosed prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest and Deposit if Developer Defaults or Lien is Foreclosed Prior to Conveyance</u>
Mortgages	Buyer's interest may be terminated by mortgagee but Seller shall be obligated to return Buyer's deposit.
Purchase and Sale Agreement (including Purchase Money Mortgage in favor of Allan R. Kunimoto, Trustee)	Buyer's interest may be terminated if Developer defaults under Agreement or fails to close; but Seller shall be obligated to return Buyer's deposit

F. Construction Warranties:

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

1. Building and Other Improvements:

The Developer advises that the Building was completed during 1959 and was renovated in 1992. All Apartments will be sold "as is" without any warranties whatsoever and without any warranties of merchantability or fitness for a particular purpose with respect to Purchaser's Apartment, appliances or anything installed therein, the common elements of the Project or any portions of the Project.

2. Appliances:

Purchaser shall have the direct benefit of any manufacturer's or dealer's warranties covering the furnishings and appliances in the Apartments.

G. Status of Construction and Estimated Completion Date:

The Building was completed in 1959 and renovations were completed in 1992.

H. Project Phases:

The developer [] has [X] has not reserved the right to add to, merge, or phase this condominium.

Summary of Developer's plans or right for future development (such as additions, mergers or phasing):

IV. CONDOMINIUM MANAGEMENT

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

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

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

- [☒] not affiliated with the Developer
- [☐] the developer or the Developer's affiliate
- [☐] self-managed by the Association of Apartment Owners
- [☐] other _____

B. Estimate of Initial Maintenance Fees:

The Association will make assessments against your apartment to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, your apartment may be liened and 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 I contains a schedule of estimated initial maintenance fees and maintenance fee disbursements (subject to change).

See attached Disclosure Abstract (Exhibit I)

C. Utility Charges for Apartments:

Each apartment will be billed separately for utilities except for the following checked utilities which are included in the maintenance fees:

- [] None **[X] Electricity** [] Gas [] Water
 (Common Areas Only)
- [X] Sewer** [] Television Cable [] Other _____
(Common Areas Only)

V. MISCELLANEOUS

A. Sales Documents Filed With the Real Estate Commission:

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

[] Notice to Owner Occupants

[X] Specimen Sales Contract

Exhibit E contains a summary of the pertinent provisions of the sales contract.

[X] Escrow Agreement dated December 13, 1991

Exhibit G contains a summary of the pertinent provisions of the escrow agreement.

[] Other _____

B. Buyer's Right to Cancel Sales Contract:

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

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

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

Final Report, Supplementary Report to a Final Report: Sales made by the Developer are binding if:

A) The Developer delivers to the buyer a copy of:

- 1) Either the Final Public Report OR the Supplementary Public Report which has superseded the Final Public Report for which an effective date has been issued by the Real Estate Commission;

AND

- 2) Any other public report issued by the developer prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;

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

C) One of the following has occurred:

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

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

- A) There is a material change in the condominium which directly, substantially, and adversely affects (1) the use or value of the buyer's apartment or its limited common elements; or (2) the amenities available for buyer's use; AND
- B) The buyer has not waived the right to rescind.

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

2. Rights Under the Sales Contract: Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the project. If these documents are not in final form, the buyer should ask to see the most recent draft. these include but are not limited to the:
- A) Condominium Public Reports issued by the Developer which have been given an effective date by the Hawaii Real Estate Commission.
 - B) Declaration of Condominium Property Regime.
 - C) Bylaws of the Association of Apartment Owners.
 - D) House Rules.
 - E) Condominium Map.
 - F) Escrow Agreement.
 - G) Hawaii's Condominium Law (Chapter 514A, HRS, as amended) and Hawaii Administrative Rules, Chapter 16-107, adopted by the Real Estate Commission, as amended).
 - H) Other _____

Copies of the condominium and sales documents and amendments made by the developer are available for review through the developer and are on file at the Department of Commerce and Consumer Affairs. Reprints of Hawaii's Condominium Property Act (Chapter 514A, HRS) and Hawaii Administrative Rules, Chapter 16-107) are available at the Cashier's Office, Department of Department of Commerce and Consumer Affairs, 1010 Richards Street, 3rd Floor, Honolulu, Hawaii, mailing address: P.O. Box 541 Honolulu, HI 96809, at a nominal cost.

This Public Report is a part of Registration No. 1271 filed with the Real Estate Commission on March 14, 1980.

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C. Additional Information Not Covered Above

D. The developer hereby certifies that all the information contained in this Report and the Exhibits attached to this Report and all documents to be furnished by the developer to buyers concerning the project have been reviewed by the developer and are, to the best of the developer's knowledge, information and belief, true, correct and complete.

CLARK-EMERSON VENTURE, INC.

Name of Developer

By Nowlin P. Correa February 11, 1993
Duly Authorized Signatory Date

Nowlin P. Correa, President

print name & title of person signing above

Distribution:

Department of Finance, City and County of Honolulu
Planning Department, City and County of Honolulu
Federal Housing Administration

EXHIBIT "A"

DESCRIPTION OF APARTMENTS:

<u>APT.#</u>	<u>TYPE</u>	<u>NO.</u> <u>BDRMS</u>	<u>NET LIV.</u> <u>AREA(S)*</u> <u>(sq.ft.)</u>	<u>LANAI</u> <u>(sq.ft.)</u>	<u>GROSS APT.</u> <u>AREA(S)**</u> <u>(sq.ft.)</u>	<u>PARKING</u>	<u>COMMON</u> <u>INTEREST</u>	<u>STORAGE</u> <u>LOCKER</u>
101	A	2	793	--	828	14	3.74%	S01
102	B	Studio	436	94	563	13	2.56%	S02
103	C	1	436	100	563	27	2.56%	S03
104	D	2	648	148	828	15	3.74%	S04
105	DD	2	793	--	828	26	3.74%	S05
106	E	2	648	148	828	8	3.74%	S06
107	EE	2	793	--	828	9	3.74%	S07
108	E	2	648	148	828	10	3.74%	S08
109	EE	2	648	148	828	11	3.74%	S09
110	F	2	793	--	828	25	3.74%	S10
111	FF	2	648	148	828	16	3.74%	S11
112	F	2	648	148	828	22	3.74%	S12
113	FF	2	648	148	828	23	3.74%	S13
114	F	2	648	148	828	24	3.74%	S14
201	A	2	793	--	828	5	3.74%	S15
202	B	Studio	436	94	563	12	2.56%	S16
203	C	1	436	100	563	28	2.56%	S17
204	D	2	648	148	828	6	3.74%	S18
205	DD	2	648	148	828	7	3.74%	S19
206	E	2	648	148	828	1	3.74%	S20
207	EE	2	793	--	828	2	3.74%	S21
208	E	2	793	--	828	3	3.74%	S22
209	E	2	648	148	828	4	3.74%	S23
210	F	2	793	--	828	17	3.74%	S24
211	FF	2	793	--	828	18	3.74%	S25
212	F	2	648	148	828	19	3.74%	S26
213	FF	2	648	148	828	20	3.74%	S27
214	F	2	648	148	828	21	3.74%	S28

100.00%

* The net living area of each Apartment is measured from the interior surface of the apartment perimeter walls.

** The total gross area of each Apartment is measured from the exterior walls and the exterior faces of the lanai walls and the center line of the party wall.

Type A Apartments - Two-bedroom Apartments. Type A Apartments are located in the Makai-Waikiki corner of the building and are numbered 101 and 201. Apartment 101 consists of 2 bedrooms, one and one-half baths, and a kitchen/living room and has a net living area of approximately 793 square feet. Apartment 201 consists of 2 bedrooms, one bath, and a kitchen/living room and has a net living area of approximately 793 square feet.

Type B Apartments - Studio Apartments. Type B Apartments are located on the side of the building farthest from Emerson Street and are numbered 102 and 202, and each contains 2 rooms consisting of the bathroom and the kitchen/living room and the lanai, as shown on the Condominium Map. Measured from the exterior faces of the exterior walls and the exterior faces of the lanai walls and the center line of the party walls, each Type B Apartment has a gross area of approximately 563 square feet, consisting of the total of the following approximate areas: 457 square feet enclosed and 106 square feet of lanai. Notwithstanding the foregoing, the "net living area" of each Type B Apartment is measured from the interior surfaces of the apartment perimeter walls, and such net living area of the apartment consists of 436 square feet and the net area of the lanai is approximately 94 square feet.

Type C Apartments - One-bedroom Apartments. Type C Apartments are located on the side of the building farthest from Emerson Street and are numbered 103 and 203 and contain 3 rooms consisting of a bedroom, a bathroom, a kitchen/living room and the lanai, as shown on the Condominium Map. Measured from the exterior faces of the exterior walls and the exterior faces of the lanai walls and the center line of the party wall, each Type C Apartment has a gross area of approximately 563 square feet, consisting of the total of the following approximate areas: 457 square feet enclosed and 106 square feet of lanai. Notwithstanding the foregoing, the "net living area" of each Type C Apartment is measured from the interior surfaces of the apartment perimeter walls, and such net living area of the apartment consists of 436 square feet and the net area of the lanai is approximately 100 square feet.

Type D Apartments - Two-bedroom Apartments. Type D Apartments are located on the side of the building farthest from Emerson Street and are numbered 104 and 204 and contain 4 rooms consisting of two bedrooms, a bathroom, a kitchen/living room and the lanai, as shown on the Condominium Map. Measured from the exterior faces of the exterior walls and the exterior faces of the lanai walls and the center line of the party wall, each Type D Apartment has a gross area of approximately 828 square feet, consisting of the total of the following approximate areas: 672 square feet enclosed and 156 square feet of lanai. Notwithstanding the foregoing, the "net living area" of each Type D Apartment is measured from the interior surfaces of the

apartment perimeter walls, and such net living area of the apartment consists of 648 square feet and the net area of the lanai is approximately 148 square feet.

Type DD Apartments - Two-bedroom Apartments. The Type DD Apartments are located on the Mauka-Waikiki corner of the building and are numbered 105 and 205. Apartment No. 105 contains two (2) bedrooms one bath and a kitchen/living room. Apartment No. 105 has a net living area of approximately 793 square feet. Apartment No. 205 is a mirror image of the Type D Apartment.

Type E Apartments - Two-bedroom Apartments. Type E Apartments are located along Green Street and are numbered 106, 206, 108 and 208. Apartment No. 208 contains two (2) bedrooms, one and one-half baths and a kitchen/living room. Apartment No. 106 has a net living area of approximately 793 square feet. Apartment Nos. 106, 108 and 206 contain 4 rooms consisting of two bedrooms, a bathroom, a kitchen/living room and the lanai, as shown on the Condominium Map. Measured from the exterior faces of the exterior walls and the exterior faces of the lanai walls and the center line of the party wall, Apartment Nos. 106, 108 and 206 each has a gross area of approximately 828 square feet, consisting of the total of the following approximate areas: 672 square feet enclosed and 156 square feet of lanai. Notwithstanding the foregoing, the "net living area" of Apartment Nos. 108 and 206 is measured from the interior surfaces of the apartment perimeter walls, and such net living area of the apartment consists of 648 square feet and the net area of the lanai is approximately 148 square feet.

Type EE Apartments - Two-bedroom Apartments. The Type EE Apartments are located on the Green Street side of the building, numbered 107, 207, 109 and 209. Apartment Nos. 109 and 209 are mirror images of the Type E Apartments (Apartment Nos. 106, 108 and 206). Apartment Nos. 107 and 207 each contains two (2) bedrooms, one and one-half baths and a kitchen/living room. Apartment Nos. 107 and 207 each has a net living area of approximately 793 square feet.

Type F Apartments - Two-bedroom Apartments. Type F Apartments are located on the Emerson Street side of the building and are numbered 110, 210, 112, 212, 114 and 214. Apartment Nos. 112, 212, 114 and 214 each contains 4 rooms consisting of two bedrooms, a bathroom, a kitchen/living room and the lanai, as shown on the Condominium Map. Measured from the exterior faces of the exterior walls and the exterior faces of the lanai walls and the center line of the party wall, Apartment Nos. 112, 212, 114 and 214 each has a gross area of approximately 828 square feet consisting of the total of the following approximate areas: 672 square feet enclosed and 156 square feet of lanai. Notwithstanding the foregoing, the "net living area" of each Apartment Nos. 112, 212, 114 and 214 is measured from the

interior surfaces of the apartment perimeter walls, and such net living area of the apartment consists of 648 square feet and the net area of the lanai is approximately 148 square feet. Apartment Nos. 110 and 210 contain two (2) bedrooms, one bath and a kitchen/living room. Apartment Nos. 110 and 210 each has a net living area of approximately 793 square feet.

Type FF Apartments - Two-bedroom Apartments. The Type FF Apartments are located on the Emerson Street side of the building and are numbered 111, 211, 113 and 213. Apartment Nos. 111, 113 and 213 are mirror images of the Type F Apartments (Apartment Nos. 112, 212, 114 and 214). Apartment No. 211 contains two (2) bedrooms, one and one-half baths and a kitchen/living room. Apartment No. 211 has a net living area of approximately 793 square feet.

EXHIBIT "B"

COMMON ELEMENTS

The Declaration provides that one estate shall be designated in all portions of the Project, other than the Apartments, and all other common elements mentioned in the Act, which are actually included in the Project, herein called "common elements", including specifically but not limited to:

- a. Said land in fee simple;
- b. All foundations, floor slabs (if any), columns, girders, beams, supports, unfinished perimeter and loadbearing walls, chases, entries, stairways and roof;
- c. All yards, grounds, landscaping, walls, laundry area, the storage lockers, and recreational facilities (if any);
- d. All parking areas, and spaces, driveways and walkways;
- e. The elevator(s) (if any) and all ducts, electrical equipment, central water heating system (if any), wiring, pipes and any other central and appurtenant transmission facilities and installations, on, over, under and across the Project which serve more than one Apartment for services such as power, light, water, gas, refuse, disposal, heating, cooling, sewer, telephone, radio and television signal distribution;
- f. Any and all other apparatus and installations of common use and all other parts of the Project necessary or convenient to its existence, maintenance and safety, or normally in common use.

EXHIBIT "C"

LIMITED COMMON ELEMENTS

Certain parts of the common elements hereinafter called "limited common elements" are designated and set aside and reserved for the exclusive use of certain Apartments, and such Apartments shall have appurtenant thereto exclusive easements for the use of such limited common elements. The Declaration provides that the limited common elements so set aside and reserved are as follows:

a. The storage lockers located on the ground floor and the parking spaces which are numbered and shown on the Condominium Map are each designated as limited common elements. Each Apartment shall have appurtenant to it for its exclusive use the storage locker and parking space (if any) designated as appurtenant to such Apartment, as shown in the Declaration. Parking space(s) may be transferred from Apartment to Apartment in the Project as more particularly set forth in the Declaration or as otherwise permitted by law.

b. All other common elements of the Project which are rationally related to less than all of the Apartments shall be limited to the use of such Apartment(s).

c. Each Apartment shall have for its exclusive use one mailbox located in the lobby of the Building, which mailbox is identified by the same number as the Apartment to which it is appurtenant.

EXHIBIT "D"

ENCUMBRANCES AGAINST TITLE

1. For Real Property Taxes that may be due and owing, reference is made to the Office of the Tax Assessor, City and County of Honolulu.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. Mortgage dated April 16, 1987, recorded in the Bureau of Conveyances of the State of Hawaii in Book 20572, Page 232, in favor of Pioneer Federal Savings Bank.
4. Assignment of Lessor's Interest in Leases dated April 16, 1987, recorded as aforesaid in Book 20572, Page 270.
5. Financing Statement filed on April 16, 1987, in Book 20572, Page 254.
6. Financing Statement filed on April 16, 1987, recorded in Book 20572, Page 263.
7. Second Mortgage, Security Agreement and Financing Statement and Assignment of Rental dated September 26, 1990, recorded as aforesaid as Document No. 90-151138, as amended by instrument dated March 20, 1992 and recorded as Document No. 92-047847.
8. Financing Statement filed on September 28, 1990, recorded as Document No. 90-151139.
9. Declaration of Condominium Property Regime dated February 1, 1980, recorded in Book 14550, Page 678, as amended (Project covered by Condominium Map No. 688). By-Laws dated February 1, 1980, recorded in Book 14550, Page 701.
10. Second Mortgage dated October 23, 1991, recorded as Document No. 91-147404, in favor of First Hawaiian Bank.
11. Assignment dated October 23, 1991, recorded as Document No. 91-147406.
12. Financing Statement filed on October 28, 1991, recorded as Document No. 91-147408.
13. Purchase and Sale Agreement dated September 19, 1991, recorded as Document No. 91-131424.
14. Terms of unrecorded trust dated February 19, 1981 called the Allan R. Kunimoto Revocable Trust.
15. Any unrecorded leases, subleases and tenancies.
16. Notice of Pendency of Action - Third Circuit Court - Civil No. 92-220K (Foreclosure) between Jeffery W.B. Woo, Gerald Kim and Frank Craig Bamer as Plaintiffs and Clark-Emerson Venture, Inc., et als. as Defendants, dated August 28, 1992, recorded as Document No. 92-142519.

Attached to the Title Report is a Lien and Financing Report on Nowlin Correa that reveals:

1. Ten financing statements filed by GECC, creditor, on Nowlin Correa, Debtor, from October 1988 to February 1991.
2. Notice of Pendency of Action - First Circuit Court - Civil No. 92-4404-12 between Ignacio Torrest as Trustee and Clark-Emerson Venture, Inc. et al. dated December 4, 1992, recorded as Document No. 92-198881.
3. Complaint - Civil No. 92-2777-07. Between Boisse Correa and Clark-Emerson Venture, Inc., et al. dated July 31, 1992.

The Developer has also disclosed that there is a foreclosure action, Civil No. 92-4137 between the Bank of Hawaii and Allan Kunitomo, et al., filed November 13, 1992, that affects the Project.

EXHIBIT "E"

SUMMARY OF THE PROVISIONS OF THE SALES CONTRACT

1. Description of the Property to be Conveyed: Fee simple interest in the Apartment, together with the furnishings and appliances.

2. Purchase Price and Terms. The purchase price set forth on page 1 of the Sales Contract is to be paid as follows:

a. An initial deposit of a percentage of the total purchase price upon execution of the Sales Contract, as stated therein;

b. The balance of the purchase price is to be paid to escrow by purchaser on the Closing Date.

3. Financing of Purchase. If Purchaser desires financing, a loan application must be made within ten (10) days and if Purchaser's application is not approved within forty-five (45) days after the application, then either Seller or Purchaser may cancel the Sales Contract. Upon such cancellation, Purchaser's deposits will be refunded by escrow without interest.

4. Closing Costs. In addition to the purchase price, the Purchaser is required to pay at closing all escrow fees, notary and recording fees, cost of credit report, if any, any loan fee and the cost for preparing any notes and mortgages, the cost of any required title insurance, and appraisal fees and any obligations of purchaser to his mortgage lender. In addition to the foregoing, the Purchaser may be required to prepay insurance premiums for as much as one year in advance, prepay maintenance fees for as much as two months in advance, and prepay real property taxes for the remainder of the tax year.

5. Closing. Seller has agreed to cause the Apartment to be sold to the Purchaser within the time period set forth on page 1 of the Sales Contract, which is expected to occur within 90 days of the date of the Sales Contract. If Purchaser fails to close as required, then after ten (10) days following Seller's notice of Purchaser's default, if Purchaser has not cured his default under the Sales Contract, the Seller may cancel the Sales Contract and all sums previously paid by Purchaser will belong absolutely to the Seller as liquidated damages. Additionally, Seller may pursue any other remedy, and all costs, including reasonable attorney's fees, incurred by reason of default by the Purchaser shall be borne by the Purchaser.

6. Seller's Rights to Cancel Sales Contract. The Seller may cancel the Sales Contract with the Purchaser if (a) Purchaser fails to qualify for a permanent loan (paragraph 16); (b) Purchaser defaults under the Sales Contract (paragraph 5.2); (c) Purchaser dies prior to Closing Date (paragraph 5.1) or (d) there cannot be issued to Purchaser at closing a title insurance policy insuring that title to the Apartment will be vested in Purchaser free from any liens and encumbrances other than the Declaration of Condominium Property Regime and Bylaws and other matters which

would not materially affect the value of the Apartment ("Title Conditions"). If Seller cancels the Sales Contract, Escrow will return to Purchaser all of Purchaser's funds earlier deposited in the escrow, without interest.

Seller's obligations to sell to the Purchaser is expressly subject to (a) the Title Conditions; (b) the closing of Seller's purchase of the Project pursuant to the Purchase Contract or Settlement Agreement; and (c) the delivery of partial release(s) from the holders of the mortgages now or hereinafter encumbering the Apartment, including the Purchase Money Mortgage. Should any of the foregoing conditions not be met, then Seller may elect to terminate this Agreement by giving a written notice thereof, whereupon this Agreement shall terminate, all deposits shall be returned to Purchaser, and neither party shall have any further recourse against the other on account of this Agreement.

7. No Present Transfer and Subordination to Construction Loan. The Sales Contract may be subject to existing loans and any security interest obtained by Lender or the Seller Dr. Kunimoto ("Kunimoto"), as applicable, is prior and senior to any rights arising under the Sales Contract. Seller may assign by way of security all of its interest in the Sales Contract, as collateral for the repayment of the loan or the Purchase and Sale Agreement, and if the Lender or Kunimoto acquires the Seller's interest in the Sales Contract, then the Purchaser is obligated to perform the Sales Contract, and to attorn to and recognize the Lender or Kunimoto, as the case may be, as the seller under the Sales Contract.

8. Rights of Purchaser to Cancel the Sales Contract. The Purchaser has the right to cancel the Sales Contract under the following conditions:

a. At any time within thirty (30) days following the date the Final Public Report is delivered to Purchaser. If Purchaser so cancels, Purchaser will be entitled to receive refund of any deposits, less any escrow cancellation fees and other costs up to \$250. If Purchaser does not act within the thirty (30) day period, or if the Apartment is conveyed to the Purchaser, Purchaser will be deemed to have executed the receipt for the Final Public Report and to have waived his right to cancel (paragraphs 6.1 and 6.3).

b. The Purchaser may cancel his purchase if there is a material change in the Project which directly, substantially and adversely affects the use or value of the Purchaser's Apartment or the amenities available for the Purchaser's use (paragraph 7.1).

c. Purchaser fails to qualify for permanent financing (paragraph 16) or the Title Conditions are not met by closing.

EXHIBIT "F"

SUMMARY OF THE MATERIAL PROVISIONS OF THE ESCROW AGREEMENT

Summary of the Condominium Escrow Agreement between the Developer and Long & Melone Escrow, Ltd..

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

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

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

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

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

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

Upon such refund, Escrow Agent shall be entitled to a reasonable fee not less than \$25 or a fee commensurate with the work done by Escrow prior to cancellation.

3. Requirements Prior to Disbursement of Buyer's Funds. Escrow Agent shall make no disbursements of Buyer's funds, pursuant to paragraph 5 of the Escrow Agreement until all of the following have occurred:

(a) the Real Estate Commission has issued a final public report (the "Final Report") on the Project;

(b) Seller or Seller's attorney has given a written opinion to Escrow stating that all of the requirements of Sections 514A-39, 514A-62 and 514A-63 of the Hawaii Revised Statutes, then applicable to the Project, have been satisfied and if the project is a conversion project, that the requirement of Section 514A-38 have been met.

(c) Seller shall have given Escrow a written waiver of any option reserved in any sales contract to cancel such sales contract;

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

EXHIBIT "G"

DEVELOPER'S RESERVED RIGHTS

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

Paragraph 22 of the Declaration states:

"Except as otherwise provided herein or in said Horizontal Property Act, this Declaration may be amended by affirmative vote of the Apartment owners representing not less than seventy-five percent (75%) of the Apartment owners and shall be effective only upon the recording in said appropriate governmental recording office of an instrument setting forth such amendment and vote executed by such owners or by two (2) officers of the Association, and also containing the consent thereto of Fee Owner; provided, however, Lessee and Fee Owner hereby reserve the right, without joinder by any other person or persons, to amend from time to time this Declaration, the Bylaws and said Condominium Map, by filing the "as-built" certificate under Section 514A-12, Hawaii Revised Statutes, as the same may be amended. Notwithstanding any other provisions contained herein to the contrary and in addition to any provisions concerning amendments to Declarations contained in the Horizontal Property Act, as amended:

Apartment owners shall have the right to transfer from Apartment to Apartment in the Project any parking spaces which are appurtenant to their respective Apartments by amendment of the Apartment deed affected by such transfer, and each such amendment of an Apartment deed shall be an amendment of this Declaration and shall be incorporated herein by reference and be made a part hereof, each such amendment to be executed solely by the respective Apartment owners and shall be consented to by affected mortgagees, if consent is required by the mortgagee of such affected Apartments; provided, however, that any parking space appurtenant to an Apartment for which an Apartment deed has not yet been recorded in said recording office may be transferred and made appurtenant to another Apartment by an Amendment to this Declaration executed solely by the respective Apartment owners and shall be consented to by affected mortgagees, if consent is required by the mortgagee of the affected Apartments; provided, further:

a. That each such amendment shall expressly identify the Apartment from which the parking space is transferred, as well as the Apartment to which the parking space is transferred;

b. That each such amendment shall be effective only upon the recording of same in said recording office;

c. That a copy of each such amendment, together with the recording data, shall be given to the Association by the affected

Apartment owners within thirty (30) days after the recording thereof.

In case of a modification or amendment to the Bylaws, this Declaration may be amended to set forth such modification or amendment pursuant to such percentage vote as is required by the Bylaws to render the modification or amendment thereof effective. The provisions of this paragraph are in addition to and not in lieu of any provisions with respect to amending declarations provided by law."

EXHIBIT "H"

PERMITTED ALTERATIONS TO APARTMENTS

The Declaration states with respect to merger of apartments:

1. "Merger of Apartments. The owner of any two or more adjacent Apartments separated by a common element which is a wall may (i) alter or remove all or portions of the intervening wall, if the structural integrity of the building is not thereby affected and if the finish of the common element then remaining is then restored to a condition substantially comparable to that of the common element prior to such alterations; and (ii) make any alteration or additions within the portion of the hallway constituting a limited common element appurtenant to such Apartment, including the installation of a door or doors to such opening or openings in the intervening common element. Alterations or additions within an Apartment, within the above-specified adjacent Apartments, or within the aforesaid portion of the hallway constituting a limited common element appurtenant to such adjacent Apartments shall require only the written approval thereof, including the Apartment Owner's plans therefor, by the holders of first mortgage liens affecting such Apartments (if the lien holders require such approval), by the appropriate agencies of the State of Hawaii and the City and County of Honolulu if such agencies so require, by the Board of Directors (which approval shall not unreasonably or arbitrarily withheld or delayed), and by all other Apartment Owners thereby directly affected (as determined in a reasonable manner by the Board of Directors), and such alterations or additions may be undertaken without an amendment to this Declaration or filing of a complete set of floors plans of the Project as so altered; provided, however, if the alterations or additions are substantial in nature as reasonably determined by the Board of Directors, the Board of Directors may require that the Owner of the Apartment provide evidence satisfactory to the Board of Directors of sufficient financing to complete such alterations or additions or, in lieu thereof, require that the Owner obtain a performance and lien payment bond, naming as obligees the Fee Owner and the Board of Directors and the Association and collectively all Apartment Owners and their respective mortgagees of record, as their interests may appear, for a penal sum of not less than one hundred percent (100%) of the estimated cost of such construction. Prior to the termination of the common ownership of any such adjacent apartments, if the intervening wall shall have been altered or removed pursuant to the foregoing provisions and/or any entry to hallways sealed, the Owner of such Apartments shall be obligated to restore such intervening wall and/or hallway entries to substantially the same condition in which the same existed prior to such alteration or removal."

2. The Declaration further states with respect to enclosure of lanais:

"Further provided, however, that notwithstanding any provision in this Declaration to the contrary, alterations (including the enclosure) of a lanai within an Apartment shall require only the written consent and approval by the Owner of the Apartment making such change and that the holders of any lien affecting such apartment (if the lien holder requires such consent and approval) and such alteration (the "change") shall be subject to the following conditions:

(a) All building plans for any such change shall be prepared by a licensed architect or professional engineer and shall conform with County Building and Zoning Laws and other applicable County Ordinances;

(b) any change shall not jeopardize the soundness or safety of the Project or impair any easement;

(c) The Apartment Owner making such change shall obtain a building permit therefor;

(d) During the entire course of the construction of such change, the Apartment Owner making such change shall cause to be maintained at his expense builder's all risk insurance in an amount net less than the estimated cost of such construction, and such insurance shall name the Association as an additional insured;

(e) The Apartment Owner making such change shall indemnify and hold harmless the Association and the other Apartment Owners in the Project from any loss, liability, damage or expense arising out of or connected in any way with the making of such change.

(f) Upon completion of such change, the Apartment Owner making such change shall have the right without the consent or joinder of any other person to amend this Declaration and the Condominium Map to reflect the changes made to the Apartment in accordance with this Paragraph 19, and promptly upon completion of such change, the Apartment Owner making such change shall duly record with the Bureau of Conveyances an amendment to this Declaration and to the Condominium Map indicating such changes to the Project."

EXHIBIT "I"

AMENDED DISCLOSURE ABSTRACT
(pursuant to Section 514A-61,
Hawaii Revised Statutes)

1. (a) PROJECT: EMERSON COURT
 1423 Emerson Street
 Honolulu, Hawaii

 (b) DEVELOPER: Clark-Emerson Venture, Inc.
 41-050 Kalaniana'ole Highway
 Waimanalo, Hawaii
 Telephone: (808) 259-9240

 (c) MANAGING Paulin Pacific Group, Ltd.
 AGENT:

2. Breakdown of annual maintenance fees and monthly estimate costs for each unit (revised and updated every twelve (12) months and certified to have been based on generally accepted accounting principles).

3. DESCRIPTION OF ALL WARRANTIES COVERING THE UNITS AND COMMON ELEMENTS:

 The Developer is not making any warranties relating to the materials and workmanship of the Project or the common elements.

4. USE OF UNITS. The EMERSON COURT Condominium Project consists of twenty-eight (28) unit(s) which will be used for residential purposes by the respective owners thereof, their tenants, families and domestic servants and social guests, and for no other purpose.

5. EXISTING STRUCTURES BEING CONVERTED. Based upon a report prepared by Endre Toth, Registered Professional Engineer, the Developer states:

 a. The present conditions of all structural components and mechanical and electrical installation material to the use and enjoyment of the condominium appears to be satisfactory.

 b. The Developer makes no statement with respect to the expected useful life of each item set forth in paragraph (a);

 c. There are no outstanding notices of uncured violations of building code or other municipal regulations.

 d. Reference Exhibit J, letter dated August 28, 1991, from the City and County of Honolulu Building Department, Paragraph 3, regarding non-conformity of structure due to insufficient setback.

ESTIMATED OPERATING EXPENSES
For Period December 1, 1992 to November 30, 1993
As Prepared by Developer

Estimated Annual Expenses

Ground and building Maintenance:	
Landscape	\$ 2,400
Water/Sewer and Electricity (common area):	\$ 4,000
Fire/Liability & Casualty Insurance:	\$ 5,500
Management Fee:	\$ 8,750
Fiscal Management (bookkeeping):	\$ 6,250
Building Repairs:	\$ 2,400
Property Tax (common area):	\$ 4,000
Refuse:	\$ 1,400
Reserve Fund:	\$ 6,000
Miscellaneous:	\$ 1,200
 TOTAL ANNUAL EXPENSES	 \$41,900

Estimated Monthly Expenses

(\$41,900 ÷ 12 months): \$ 3,492

Estimated Monthly Maintenance Fee for Each Apartment: *

Estimated Monthly Expenses: \$ 3,492
(÷ 28 apts)=

APPROXIMATE TOTAL MONTHLY MAINTENANCE
FEE FOR EACH APARTMENT: * \$ 125

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

CLARK-EMERSON VENTURE, INC.

By 
Its Vice President

"Developer"

* The actual amount will be based on each apartment's common interest as shown in Exhibit A.

Dated: February 11, 1993

EXHIBIT "J"
~~BUILDING DEPARTMENT~~

CITY AND COUNTY OF HONOLULU

HONOLULU MUNICIPAL BUILDING
650 SOUTH KING STREET
HONOLULU, HAWAII 96813

FRANK F. FASI
MAYOR



HERBERT K. MURAOKA
DIRECTOR AND BUILDING SUPERINTENDENT

Ex91-107

August 28, 1991

Mr. Jeffrey S. Grad
Attorney at Law
841 Bishop Street, Suite 2001
Honolulu, Hawaii 96813

Dear Mr. Grad:

Subject: Condominium Conversion Project
1423 Emerson Street
Tax Map Key: 2-1-39: 47

This is in reply to your letter dated August 8, 1991 requesting confirmation that the two-story 28-unit apartment building located at the above-mentioned address met all code requirements at the time of construction.

Investigation revealed that the apartment building with 28 off-street parking spaces met all applicable code requirements when it was constructed in 1959.

However, the apartment building is considered a nonconforming structure because it does not meet the present setback requirements of the Land Use Ordinance. In the event of destruction, the structure may be rebuilt in accordance with the provisions of Section 3.120 of the Land Use Ordinance.

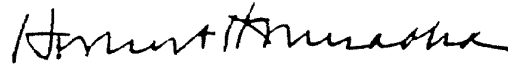
For your information, the Building Department cannot determine whether this project contains any other legal nonconforming uses or structures as a result of the adoption or amendment of any ordinances or codes.

No variances or special permits were granted to allow deviations from any applicable codes.

Mr. Jeffrey S. Grad
August 28, 1991
Page Two

If you have any questions regarding this matter, please
contact Mr. Ivan Matsumoto at telephone number 527-6341.

Very truly yours,



HERBERT K. MURAOKA
Director and Building
Superintendent

Subscribed and sworn to
before me this 29th day of
AUGUST, 1991.

Emmanuel S. Salas
Notary Public, First Judicial Circuit
State of Hawaii
My commission expires: 11-14-91

EXHIBIT "K"

United States Bankruptcy Court

District of HAWAII

VOLUNTARY PETITION

IN RE (Name of debtor - if individual, enter Last, First, Middle)

CLARK EMERSON VENTURE, INC.

NAME OF JOINT DEBTOR (Spouse) (Last, First, Middle)

ALL OTHER NAMES used by the debtor in the last 6 years
(Include married, maiden, and trade names.)

dba Punahou Sunset
Emerson Court

ALL OTHER NAMES used by the joint debtor in the last 6 years
(Include married, maiden, and trade names.)

92-01388

SOC. SEC. / TAX I.D. NO. (If more than one, state all.)
99-029-4151

SOC. SEC. / TAX I.D. NO. (If more than one, state all.)

STREET ADDRESS OF DEBTOR (No. and street, city, state, and zip code)
Punahou Sunset
1617 Clark St.
Honolulu, HI 96822

STREET ADDRESS OF JOINT DEBTOR (No. and street, city, state, and zip code)

COUNTY OF RESIDENCE OR
PRINCIPAL PLACE OF BUSINESS

Honolulu

COUNTY OF RESIDENCE OR
PRINCIPAL PLACE OF BUSINESS

MAILING ADDRESS OF DEBTOR (If different from street address)

MAILING ADDRESS OF JOINT DEBTOR (If different from street address)

LOCATION OF PRINCIPAL ASSETS OF BUSINESS DEBTOR
(If different from addresses listed above)

Emerson Court
1423 Emerson Street
Honolulu, HI 96813

VENUE (Check one box)

☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a substantial part of such 180 days in any other District.

☐ There is a bankruptcy case concerning debtor's estate, general partner, or partnership pending in this District.

INFORMATION REGARDING DEBTOR (Check applicable boxes)

TYPE OF DEBTOR

☐ Individual
☐ Joint (Husband & Wife)
☐ Partnership
☐ Other:
☐ Corporation Publicly Held
☒ Corporation Not Publicly Held
☐ Municipality

NATURE OF DEBT

☐ Non-Business / Consumer ☒ Business - Complete A & B below

A. TYPE OF BUSINESS (Check one box)

☐ Farming ☐ Transportation ☐ Commodity Broker
☐ Professional ☐ Manufacturing/ ☐ Construction
☐ Retail / Wholesale ☐ Mining ☒ Real Estate
☐ Railroad ☐ Stockbroker ☐ Other Business

B. BRIEFLY DESCRIBE NATURE OF BUSINESS

Condominium development

CHAPTER OR SECTION OF BANKRUPTCY CODE UNDER WHICH THE PETITION IS FILED (Check one box)

☐ Chapter 7 ☒ Chapter 11 ☐ Chapter 13
☐ Chapter 9 ☐ Chapter 12 ☐ Sec. 304 - Case Ancillary to Foreign Proceeding

FILING FEE (Check one box)

☐ Filing fee attached
☐ Filing fee to be paid in installments (Applicable to individuals only)
Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form No. 3.

NAME AND ADDRESS OF LAW FIRM OR ATTORNEY

Kessner Duca & Maki
220 So. King St., 19th Floor
Honolulu, HI 96813
Telephone No. (808) 536-1900

NAME(S) OF ATTORNEY(S) DESIGNATED TO REPRESENT THE DEBTOR
(Print or Type Names)

James N. Duca

☐ Debtor is not represented by an attorney

STATISTICAL ADMINISTRATIVE INFORMATION (28 U.S.C. § 604)

(Estimates only) (Check applicable boxes)

☐ Debtor estimates that funds will be available for distribution to unsecured creditors.
☐ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

ESTIMATED NUMBER OF CREDITORS

1-15 ☐ 16-49 ☒ 50-99 ☐ 100-999 ☐ 200-999 ☐ 1000-over ☐

ESTIMATED ASSETS (In thousands of dollars)

Under 50 ☐ 50-99 ☐ 100-499 ☐ 500-999 ☐ 1000-9999 ☐ 10,000-99,000 ☒ 100,000-over ☐

ESTIMATED LIABILITIES (In thousands of dollars)

Under 50 ☐ 50-99 ☐ 100-499 ☐ 500-999 ☐ 1000-9999 ☐ 10,000-99,000 ☒ 100,000-over ☐

ESTIMATED NO. OF EMPLOYEES - CHAPTER 11 & 12 ONLY

0 ☒ 1-19 ☐ 20-99 ☐ 100-999 ☐ 1000-over ☐

ESTIMATED NO. OF EQUITY SECURITY HOLDERS - CHAPTER 11 & 12 ONLY

0 ☒ 1-19 ☐ 20-99 ☐ 100-999 ☐ 1000-over ☐

THIS SPACE FOR COURT USE ONLY

FILED

UNITED STATES BANKRUPTCY COURT

DEC 2 1992

RECEIVED
DISTRICT OF HAWAII

At 1 o'clock and 06 min. 4 P.M.
DOROTHY K. IPPONGI, CLERK

Name of Debtor CLARK EMERSON VENTURE, INC.

Case No. _____

FILING OF PLAN

For Chapter 9, 11, 12 and 13 cases only. Check appropriate box.

☐ A copy of debtor's proposed plan dated _____ is attached.☒ Debtor intends to file a plan within the time allowed by statute, rule, or order of the court.

PRIOR BANKRUPTCY CASE FILED WITHIN LAST 6 YEARS (If more than one, attach additional sheet)

Location Where Filed N/A	Case Number	Date Filed
PENDING BANKRUPTCY CASE FILED BY ANY SPOUSE, PARTNER, OR AFFILIATE OF THIS DEBTOR (If more than one, attach additional sheet)		
Name of Debtor N/A	Case Number	Date
Relationship	District	Judge

REQUEST FOR RELIEF

Debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

SIGNATURES

<input checked="" type="checkbox"/> <u>James N. Duca</u> ATTORNEY Date <u>12/21/92</u>	
Signature <u>James N. Duca</u>	
INDIVIDUAL/JOINT DEBTOR(S)	CORPORATE OR PARTNERSHIP DEBTOR
I declare under penalty of perjury that the information provided in this petition is true and correct.	I declare under penalty of perjury that the information provided in this petition is true and correct, and that the filing of the petition on behalf of the debtor has been authorized.
<input checked="" type="checkbox"/> Signature of Debtor	<input checked="" type="checkbox"/> Signature of Authorized Individual
Date	Print or Type Name of Authorized Individual
<input checked="" type="checkbox"/> Signature of Joint Debtor	<u>Nowlin Correa</u>
Date	Title of Individual Authorized by Debtor to File this Petition
	<u>President</u>
	Date <u>12/21/92</u>

EXHIBIT "A" (To be completed if debtor is a corporation requesting relief under chapter 11.)

☒ Exhibit "A" is attached and made a part of this petition.

TO BE COMPLETED BY INDIVIDUAL CHAPTER 7 DEBTOR WITH PRIMARILY CONSUMER DEBTS (SEE P.L. 98-353 § 322)

I am aware that I may proceed under chapter 7, 11, or 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7 of such title.

If I am represented by an attorney, exhibit "B" has been completed.

<input checked="" type="checkbox"/> Signature of Debtor	Date
<input checked="" type="checkbox"/> Signature of Joint Debtor	Date

EXHIBIT "B" (To be completed by attorney for individual chapter 7 debtor(s) with primarily consumer debts.)

I, the attorney for the debtor(s) named in the foregoing petition, declare that I have informed the debtor(s) that the s/he or they may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter.

<input checked="" type="checkbox"/> Signature of Attorney	Date
---	------

UNITED STATES BANKRUPTCY COURT

_____ District of Hawaii

In re Clark Emerson Venture, Inc.
Debtor

Case No. _____

Chapter Eleven

Exhibit "A" to Voluntary Petition

1. Debtor's employer identification number is 99-029-4151
2. If any of debtor's securities are registered under section 12 of the Securities and Exchange Act of 1934, the SEC file number is N/A
3. The following financial data is the latest available information and refers to debtor's condition on _____

a. Total assets	\$ <u>12,500,000</u>	
b. Total liabilities	\$ _____	

		Approximate number of holders
Fixed, liquidated secured debt	\$ _____	_____
Contingent secured debt	\$ _____	_____
Disputed secured claims	\$ _____	_____
Unliquidated secured debt	\$ <u>8,670,000</u>	<u>1</u>

		Approximate number of holders
Fixed, liquidated unsecured debt	\$ _____	<u>33</u>
Contingent unsecured debt	\$ _____	_____
Disputed unsecured claims	\$ _____	_____
Unliquidated unsecured debt	\$ _____	_____

Number of shares of preferred stock	<u>N/A</u>	_____
Number of shares of common stock	<u>100</u>	<u>1</u>

Exhibit "A" continued

Comments, if any: Secured debt represents the unpaid balance of a land sales contract. Unsecured debt includes principal and interest to be refunded to buyers on existing sales contracts, plus obligations to contractors and suppliers.

4. Brief description of debtor's business: Condominium development

5. List the name of any person who directly or indirectly owns, controls, or holds, with power to vote, 20 % or more of the voting securities of debtor: Nowlin P. Correa (100%)

6. List the names of all corporations 20% or more of the outstanding voting securities of which are directly or indirectly owned, controlled, or held, with power to vote, by debtor: None

DECLARATION UNDER PENALTY OF PERJURY
ON BEHALF OF A CORPORATION OR PARTNERSHIP

I, [the president or other officer or an authorized agent of the corporation] [or a member or an authorized agent of the partnership] named as the debtor in this case, declare under penalty of perjury that I have read the foregoing Exhibit "A" and that it is true and correct to the best of my information and belief.

Date 12-21-92

CLARK EMERSON VENTURE, INC.

by Signature 

Nowlin P. Correa, President
(Print Name and Title)

LIST OF ALL CREDITORS

Ann Turner White Trust
431 Nahua St., #1304
Honolulu, HI 96815

Boise Correa
280 Paiko Dr.
Honolulu, HI 96821

Malia Correa
332 Kuliouou Rd.
Honolulu, HI 96821

Yen Pui & Lucy Lu Chan
1212 Nuuanu Ave., #2308
Honolulu, HI 96817

Dan's Electric
6094 Manukapu Pl.
Honolulu, HI 96821

Herman & Tita Encarnacion
506 Keolu Dr.
Kailua, HI 96734

Jeffrey Grad
841 Bishop St., Ste. 2001
Honolulu, HI 96813

Carol Higa
1650 Yount St., #404
Honolulu, HI 96826

Albert & Roberta Hironaka
1557-B Paula Dr.
Honolulu, HI 96816

Joseph Hou & Grace Hou
548 Waipa Lane
Honolulu, HI 96817

Joseph Hou & Geraldine Hou
1469 Kaminaka Dr.
Honolulu, HI 96816

Jeff Woo & Hui
94-903 Farrington Hwy.
Waipahu, HI 96797

May & Clement Hung
94-665 Kauluiluu Pl.
Mililani, HI 96789

Alvin & Mary Lou Iida
46-282 Kalali St.
Kaneohe, HI 96744

Island Plumbing
45-219 Namoku Pl.
Kaneohe, HI 96744

Alice Kai
1808 Punahou St., #202
Honolulu, HI 96817

Michelle Kidani
94-134 Keahilele St.
Mililani, HI 96789

Thomas Kim
60 N. Beretania St.
Honolulu, HI 96817

Catherine & Steve Liu
1212 Punahou St., #1808
Honolulu, HI 96822

Mid Pac Lumber
1001 Ahua St.
Honolulu, HI 96819

Jan Munemitsu
1320 Alexander St., #503
Honolulu, HI 96826

Richard Albert Plumbo
829 Pensacola St.
Honolulu, HI 96814

Shi Qiang & Shao Yuan Mai
624 Waipa Lane
Honolulu, HI 96817
released

Kathleen Query
1419 Auwaiku St.
Kailua, HI 96734

Hans & Eleanor Sandrock
2366 Carolyn Pl.
Encinitas, CA 92024

George Shimabuku
91-825 Makaonaona St.
Ewa Beach, HI 96706

Glen & Evelyn Shimabukuro
1612-A Kilohi St.
Honolulu, HI 96826

Lisa Sur
883 Ahuwale St.
Honolulu, HI 96821

Thomas P. Walen Painting
95-353 Ikaloa St.
Mililani, HI 96789

Ignacio A. Torres
2228 Liliha St., #407
Honolulu, HI 96817

Wayne's Carpet
3025 Waialae Ave.
Honolulu, HI 96816

Zi Chao Zhang
326 Iolani Ave., #5
Honolulu, HI 96813

UNITED STATES BANKRUPTCY COURT
DISTRICT HAWAII

In re CLARK EMERSON VENTURE, INC.
Debtor

Case No. _____

Chapter _____

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 (or chapter 9) case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101(30), or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims.

(1)	(2)	(3)	(4)	(5)
<i>Name of creditor and complete mailing address including zip code</i>	<i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	<i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	<i>Indicate if claim is contingent, unliquidated, disputed or subject to setoff</i>	<i>Amount of claim (if secured also state value of security)</i>

See attached "Schedule TLUC"

(Continued on next sheet)

<u>Names</u>	<u>Addresses</u>	<u>Amount</u>	<u>U/L/C</u>	<u>Basis</u>
Ann Turner White Trust	431 Nahua St., #1304 Honolulu, HI 96815	\$131,000.00	N	Escrow deposit released
Boise Correa	280 Paiko Dr. Honolulu, HI 96821	\$168,750.00	N	Lumber/ windows
Yen Pui & Lucy Lu Chan	1212 Nuuanu Ave., #2308 Honolulu, HI 96817	\$100,000.00	N	Escrow deposit released
Albert & Roberta Hironaka	1557-B Paula Dr. Honolulu, HI 96816	\$45,000.00	N	Escrow deposit released
Joseph Hou & Grace Hou	548 Waipa Lane Honolulu, HI 96817	\$100,000.00	N	Escrow deposit released
Joseph Hou & Geraldine Hou	1469 Kaminaka Dr. Honolulu, HI 96816	\$100,000.00	N	Escrow deposit released
Jeff Woo & Hui	94-903 Farrington Hwy. Waipahu, HI 96797	\$900,000.00	N	Escrow deposit release
May & Clement Hung	94-665 Kauluiluu Pl. Mililani, HI 96789	\$80,000.00	N	Escrow deposit released
Alvin & Mary Lou Iida	46-282 Kalali St. Kaneohe, HI 96744	\$155,042.00	N	Escrow deposit released
Alice Kai	1808 Punahou St., #202 Honolulu, HI 96817	\$100,000.00	N	Escrow deposit released
Michelle Kidani	94-134 Keahilele St. Mililani, HI 96789	\$75,000.00	N	Escrow deposit released
Catherine & Steve Liu	1212 Punahou St., #1808 Honolulu, HI 96822	\$100,000.00	N	Escrow deposit released
Mid Pac Lumber	1001 Ahua St. Honolulu, HI 96819	\$275,686.00	N	Escrow deposit released
Jan Munemitsu	1320 Alexander St., #503 Honolulu, HI 96826	\$100,000.00	N	Escrow deposit released
Shi Qiang & Shao Yuan Mai	624 Waipa Lane Honolulu, HI 96817	\$100,000.00	N	Escrow deposit released
Kathleen Query	1419 Auwaiku St. Kailua, HI	\$70,000.00	N	Escrow deposit released
Hans & Eleanor Sandrock	2366 Carolyn Pl. Encinitas, CA 92024	\$100,000.00	N	Escrow deposit released
George Shimabuku	91-825 Makaonaona St. Ewa Beach, HI 96706	\$50,000.00	N	Escrow deposit released
Lisa Sur	883 Ahuwale St. Honolulu, HI 96821	\$50,000.00	N	Escrow deposit released
Ignacio A. Torres	2228 Liliha St., #407 Honolulu, HI 96817	\$200,000.00	N	Escrow deposit released

SCHEDULE T L U C

In re CLARK EMERSON VENTURE, INC.

Case No. _____

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS
(Continued)

(1)	(2)	(3)	(4)	(5)
<i>Name of creditor and complete mailing address including zip code</i>	<i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	<i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	<i>Indicate if claim is contingent, unliquidated, disputed or subject to setoff</i>	<i>Amount of claim (if secured also state value of security)</i>

See attached "Schedule TLUC"

DECLARATION UNDER PENALTY OF PERJURY
ON BEHALF OF A CORPORATION OR PARTNERSHIP

I, [the president or other officer or an authorized agent of the corporation] [or a member or an authorized agent of the partnership] named as the debtor in this case, declare under penalty of perjury that I have read the foregoing "List of Creditors Holding 20 Largest Unsecured Claims" and that it is true and correct to the best of my information and belief.

Date 12-21-92

Signature 

Nowlin P. Correa, President
(Print Name and Title)