



REAL ESTATE COMMISSION  
 STATE OF HAWAII  
 DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
 PROFESSIONAL & VOCATIONAL LICENSING DIVISION  
 1010 Richards Street  
 P. O. Box 3469  
 Honolulu, Hawaii 96801

CONDOMINIUM PUBLIC REPORT

on  
 CANNERY ROW  
 Dillingham Boulevard and Nimitz Highway  
 Honolulu, Oahu, Hawaii

Registration No. 1742

Issued: November 20, 1986  
 Expires: December 20, 1987

Report Purpose:

This report is based on information and documents submitted by the developer to the Real Estate Commission as of November 10, 1986 and is issued by the Commission for informational purposes only. It represents neither approval nor disapproval of the project. Buyers are encouraged to read this report carefully.

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.  
 Supersedes all prior public reports  
 Must be read together with the Preliminary Public Report
- SUPPLEMENTARY:  
 (pink) Updates information contained in the  
 Prelim. Public Report dated \_\_\_\_\_  
 Final Public Report dated \_\_\_\_\_  
 Supp. Public Report dated \_\_\_\_\_
- And  Supersedes all prior public reports  
 Must be read together with \_\_\_\_\_  
 This report reactivates the \_\_\_\_\_  
 public report(s) which expired on \_\_\_\_\_

Disclosure Abstract: Separate Disclosure Abstract on this condominium project:

Required  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.

1. Number of Parking Apartments and Loading Platform Apartments changed with corresponding change in interest in common elements.
2. Condominium Map changed to reflect change in number of Parking Apartments and Loading Platform Apartments.

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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 Hawaii's "Horizontal Property Act" (Chapter 514A, Hawaii Revised Statutes) must be followed.

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 they 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 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.

Some condominium projects are leasehold. This means that the land or the land, 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 owner/tenant) 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. The 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.

### 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 a vote of the owners. Some of these actions may significantly impact the quality of life for all 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 vitally important to all apartment owners that the transition from developer to owner control be accomplished in an orderly manner and in a spirit of cooperation.

**SUMMARY OF THE CONDOMINIUM PROJECT**

(cite to appropriate pages  
in text of report)

Interest to be Conveyed to Buyer: A fee-simple interest in an apartment and an undivided interest in the project's common elements.

**Type of Project:**

- 1.  New Building(s)  Conversion  
 Both New Building(s) and Conversion
  
- 2.  Residential  Commercial  
 Mixed Residential and Commercial  
 Other \_\_\_\_\_
  
- 3.  High Rise (5 stories or more)  Low Rise
  
- 4.  Single or  Multiple Buildings

5. Apartment Description			Approx. Floor Area*
Apt. Type	Qty	BR/Bath	<del>Net Living Area*</del> Lanai/Patio
Warehouse	<u>144</u>	<u>N/A</u>	See Exhibit "A" <u>N/A</u>
Parking	<u>208</u>	<u>N/A</u>	See Exhibit "A" <u>N/A</u>
Loading Platform	<u>27</u>	<u>N/A</u>	See Exhibit "A" <u>N/A</u>
Yard	<u>23</u>	<u>N/A</u>	See Exhibit "A" <u>N/A</u>
_____	_____	_____	_____
_____	_____	_____	_____
Total Apartments: <u>402 (all types)</u>			

~~\*Net Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls. See Exhibit "A" as to measurement of Floor Areas.~~

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.

6. Parking:	<u>Number of Stalls</u>
Assigned Stalls (Individual Units)	<u>0</u>
Guest Stalls	<u>0</u>
Unassigned Stalls	<u>0</u>
Extra Stalls Available for Purchase	<u>0</u>
Other: _____	<u>0</u>
Total Parking Stalls	<u>0</u>

7. Recreational amenities:

I. PEOPLE CONNECTED WITH THE PROJECT

Developer: Cannery Row Partners Phone: 531-4202  
Name (Business)  
1001 Bishop Street, 1400 Pauahi Tower  
Business Address  
Honolulu, Hawaii 96813

Names of officers or general partners of developers who are corporations or partnerships:  
Michael S. Myers, 1605 Kalaniiki St., Honolulu, HI 96821  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Real Estate Sales Agent: Grubb & Ellis Commercial Brokerage Phone: 531-4202  
Name (Business)  
1001 Bishop Street, 1400 Pauahi Tower  
Business Address  
Honolulu, Hawaii 96813

Escrow: Title Guaranty Escrow Services Phone: 521-0211  
Name (Business)  
235 Queen Street  
Business Address  
Honolulu, Hawaii 96813

Managing Agent: Grubb & Ellis Commercial Brokerage Phone: 531-4202  
Name (Business)  
1001 Bishop Street, 1400 Pauahi Tower  
Business Address  
Honolulu, Hawaii 96813

Attorney for Developer: James A. Stubenberg  
Name  
1188 Bishop Street, Ste. 2108  
Business Address  
Honolulu, Hawaii 96813

**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 Horizontal Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners.

- A. Declaration of Horizontal 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 — Book 20016 Page 326  
 Filed — Land Court — Document Number 1411704

Amendment date(s) and recording/filing information:

- 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 Conveyance Condo Map No. 1037  
 Filed — Land Court Condo Map No. 616

Amendment date(s) 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 way in which meetings will be conducted, and other matters which affect how the condominium project will be governed.

The Bylaws for this condominium are:

Proposed  
 Recorded — Bureau of Conveyances — Book 20016 Page 377  
 Filed — Land Court — Document Number 1411705

Amendment date(s) 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, keeping of pets, and occupancy limits. 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 apartment owners who 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>65%</u>
House Rules	—	<u>Board of Directors</u>

The percentages for individual condominium projects may be more than the minimum set by law.

2. Developer: The developer has reserved the following rights to change the Declaration, Condominium Map, Bylaws, or House Rules:

See Exhibit "B"

---

The Condominium Statute (Chapter 514A, HRS), the Declaration, Bylaws, and House Rules control the rights and obligations of the apartment owners with respect to 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.



III. THE CONDOMINIUM PROJECT

A. Interest to be Conveyed to Buyer:

- Fee Simple: Individual apartments and the underlying land will be in fee simple.
- Leasehold or Subleasehold: Individual apartments and the underlying land will be leasehold.

The leases for the individual apartments and the underlying land usually require that at the end of the lease term, the lessee (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.

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.

- Individual Apartments in Fee Simple, Underlying Land in Leasehold or Subleasehold:

The 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; or (2) convey the building(s) and improvements to the lessor, often at a specified price.

Exhibit \_\_\_\_\_ contains further explanations.

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:

For Subleaseholds:

- Buyer's sublease may be cancelled if the master lease between the sublessor and fee owner is  
 Cancelled                                    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 cancelled or foreclosed.

B. Underlying Land:

Address: Iwilei, Honolulu, Hawaii Tax Map Key: 1-5-15-Par. 09(1)  
(TMK)

Address  TMK is expected to change because \_\_\_\_\_

Land Area: 9.839  square feet  acre(s) Zoning: I-1 (Industrial)

Fee Owner: Cannery Row Partners  
name  
1001 Bishop St., 1400 Pauahi Tower  
address  
Honolulu, Hawaii 96813

Sublessor: None  
name  
\_\_\_\_\_  
address  
\_\_\_\_\_

C. Buildings and Other Improvements:

1.  New Building(s)  Conversion of Existing Building(s)  
 Both New Building(s) and Conversion

2. Buildings: One Floors Per Building: One  
 Exhibit \_\_\_\_\_ contains further explanations.

3. Principal Construction Material:

Concrete  Hollow Tile  Wood  
 Other Aluminum, steel, cement, plaster board, wood and glass

4. Permitted Uses:

	<u>No. of Apts.</u>		<u>No. of Apts.</u>
<input type="checkbox"/> Commercial	_____	<input type="checkbox"/> Industrial	_____
<input type="checkbox"/> Residential	_____	<input type="checkbox"/> Agricultural	_____
<input type="checkbox"/> Timeshare/Hotel	_____	<input type="checkbox"/> Recreational	_____
<input checked="" type="checkbox"/> Other: <u>See Exhibit "C"</u>	_____		_____

5. Special Use Restrictions:

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

[ ] Pets: \_\_\_\_\_

[ ] Number of Occupants: \_\_\_\_\_

[x] Other: See Exhibit "C"

[ ] There are no special use restrictions.

6. Interior (fill in appropriate numbers):

Total Apartments 402 (All types)

Elevators None Stairways \_\_\_\_\_ Trash Chutes None

Apt. Type	Qty	BR/Bath	Approx. Flr. Area*	
			<del>Living Area</del>	Lanai/Patio
Warehouse	<u>144</u>	<u>N/A</u>	<u>See Exhibit "A"</u>	<u>N/A</u>
Parking	<u>208</u>	<u>N/A</u>	<u>See Exhibit "A"</u>	<u>N/A</u>
Loading Platform	<u>27</u>	<u>N/A</u>	<u>See Exhibit "A"</u>	<u>N/A</u>
Yard	<u>23</u>	<u>N/A</u>	<u>See Exhibit "A"</u>	<u>N/A</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

~~\*The Living Area is the floor area of the apartment measured from the interior surface of the apartment perimeter walls.~~ See Exhibit "A" as to measurement of Floor Areas.

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

Boundaries of Each Apartment: Exterior perimeter walls and/or imaginary vertical planes (where there is no wall) extending from the boundary lines, floor and ceiling of each apartment as shown on the Condominium Map.

Permitted Alterations to Apartments:

See page 11a attached

7. Parking Stalls:

Total Parking Stalls: 0

	<u>Regular</u>		<u>Compact</u>		<u>Tandem</u>		<u>TOTAL</u>
	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	<u>covered</u>	<u>open</u>	
Assigned (for individual units)	_____	_____	_____	_____	_____	_____	_____
Guest Unassigned	_____	_____	_____	_____	_____	_____	_____
Extra Available for Purchase	_____	_____	_____	_____	_____	_____	_____
Other:	_____	_____	_____	_____	_____	_____	_____
Total Covered & Open	_____	_____	_____	_____	_____	_____	_____

Each apartment will have the exclusive use of at least \_\_\_\_\_ 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.~~

Parking stalls are constituted as separate apartments. Parking Apartment Nos. 129 to 186 are to be owned, used and conveyed in adjoining pairs only as shown on Exhibit "B" of the Declaration

8. Recreational and Other Common Facilities:      None

[ ] There are no recreational or common facilities.

[ ] ~~Swimming pool~~

[ ] ~~Storage Area~~

[ ] ~~Recreation Area~~

[ ] ~~Laundry Area~~

[ ] ~~Tennis Court~~

[ ] ~~Trash Chute~~

[ ] Other: \_\_\_\_\_  
\_\_\_\_\_

Permitted Alterations to Apartments:

Warehouse Apartments: Any interior alterations (including removal of walls) which (a) do not affect structural integrity of warehouse building; (b) provide for access from an apartment to common areas; (c) made in accordance with plans and specifications prepared by licensed architect or engineer; (d) bond for 100% of cost of construction naming Association's co-obligee is procured; (e) owner assumes all expenses related to alteration; (f) alterations have been approved in writing by the Board of Directors, owner's mortgagees (if applicable), and all governmental agencies having authority over alterations.

Other Apartment Types: Any alterations or additions approved in writing by Board of Directors which do not interfere with use of common elements, limited common elements or another apartment by apartment owners, do not materially increase the risk of casualty or liability of the Project nor diminish or detract from the appearance or value of the Project as a whole.

Paragraph R of the Declaration contains further details and descriptions.



9. Present Condition of Improvements

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

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

Not applicable.

b. Compliance with Building Code and Municipal Regulations; Cost to Cure Violations

Not applicable.

10. 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	_____	_____	_____
Structures	_____	_____	_____
Lot	_____	_____	_____

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 intended to be used by all apartment owners. They are owned jointly by all apartment owners.

Exhibit "D" describes the common elements.

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.

The limited common elements and the apartments which may use them are:

described in Exhibit \_\_\_\_\_

as follows:

Any entrance or exit which would normally be used for the purposes of ingress to and egress from a specific apartment shall be a limited common element appurtenant to and for the exclusive use of such apartment.

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 often used to determine each apartment's share of the maintenance fees and other common profits and expenses of the condominium. It may also be used for other purposes, including voting on matters requiring action by apartment owners.

Exhibit "A" describes the common interests for each apartment.

as follows:



E. Encumbrances Against Title: An encumbrance is a claim against or a liability on the property.

Exhibit "E" describes the encumbrances against the title contained in the title report dated November 3, 1986 and as reported by the Developer's attorney on November 10, 1986.

Blanket Liens:

A blanket lien is a mortgage on a condominium project that secures a construction loan. It 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. Buyer's interest will be affected only if the developer defaults prior to conveying the apartment to buyer.

<u>Type of Lien</u>	<u>Effect on Buyer's Interest If Developer Defaults</u>
Bank of Hawaii Loan	None; in event of default, Sales Contracts will cancellable and buyers' deposits will be refunded

F. 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 managing agent to assist the Association in managing the condominium project.

Initial Managing Agent: When the developer or the developer's affiliate is the initial 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 managing agent for this condominium is:

[x] not affiliated with the Developer. However, the General Partner is associated with the firm.

[ ] the Developer or the Developer's affiliate.

[ ] other \_\_\_\_\_

G. 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 to each apartment.

Exhibit "F" contains a schedule of maintenance fees and maintenance fee disbursements.

H. 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:

- |                                      |   |
|--------------------------------------|---|
| <input type="checkbox"/> Electricity | <input type="checkbox"/> Television Cable |
| <input type="checkbox"/> Gas         | <input type="checkbox"/> Water & Sewer    |
| <input type="checkbox"/> Other _____ |   |

I. 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: None

2. Appliances: None

J. Status of Construction and Estimated Completion Date:

Not applicable.

K. Project Phases:

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

Summary of Developer's Present Plans for Future Development:

L. 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 Not applicable.

Specimen Sales Contract

Exhibit "G" contains a summary of the pertinent provisions of the sales contract.

Escrow Agreement dated February 27, 1986

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

Other \_\_\_\_\_

IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

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

**A. Rights Under the Condominium Statute:**

Preliminary Report: Sales made by the Developer 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:

1. The Developer delivers to the buyer a copy of:
  - a. Either the Final Public Report OR the Supplementary Public Report which has superseded the Final Public Report;  
AND
  - b. Any other public report issued by the Commission prior to the date of delivery, if the report was not previously delivered to the buyer and if the report has not been superseded;
2. The buyer is given an opportunity to read the report(s); and
3. One of the following has occurred:
  - a. The buyer has signed a receipt for the report(s) and waived the right to cancel; or
  - b. Thirty (30) days have passed from the time the report(s) were delivered to the buyer; or
  - c. 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:

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

**B. Rights Under the Sales Contract:**

Before signing the sales contract, prospective buyers should ask to see and carefully review all documents relating to the condominium. These include but are not limited to the:

1. Condominium Public Reports issued by the Hawaii Real Estate Commission.
2. Declaration of Horizontal Property Regime and Condominium Map.
3. Bylaws of the Association of Apartment Owners.
4. House Rules.
5. Escrow Agreement.
6. Hawaii's Condominium Law (Chapter 514A, HRS, as amended; Hawaii Administrative Rules, Chapter 16-107, adopted by the Real Estate Commission).
7. Other \_\_\_\_\_

If these documents are not in final form, the buyer should ask to see the most recent draft.

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 Law (Chapter 514A, HRS and Hawaii Administrative Rules Chapter 16-107) are available at the Department of Commerce and Consumer Affairs.

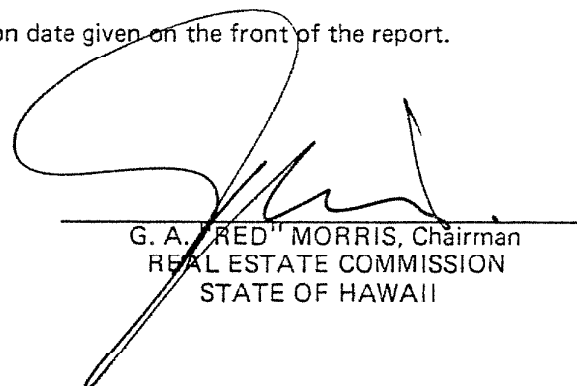
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G. A. "RED" MORRIS, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

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EXHIBIT "A"

DESCRIPTION OF APARTMENTS

The Project consists of 144 Warehouse Apartments, 27 Loading Platform Apartments, 208 Parking Apartments and 23 Yard Apartments, as shown on the Condominium Map.

The approximate net floor areas of the apartments are based on measurements taken from the interior surface of all perimeter walls and/or imaginary vertical planes as shown on the Condominium Map, except that no reduction is made to account for interior walls, ducts, vents, shafts, stairways and the like located within the perimeter walls and/or said imaginary vertical planes. The floor areas shown below are not exact but are approximations based on the floor plans of each apartment. All floor areas set forth below have been rounded to the next lowest full square foot or tenth of a square foot.

Warehouse Apartments shall be owned, used and conveyed in adjoining groups and combinations together with each other and other apartment types so that each Warehouse Apartment will have access to the common areas of the Project through an adjoining apartment or apartments. Parking Apartment Nos. 129 to 186 shall be used, owned and conveyed in adjoining pairs as shown below so that the interior parking apartments will have access to the driveways of the Project through its companion parking apartment which immediately adjoins the driveways of the Project. All other apartments will have immediate access to the common areas of the Project.

The respective apartments shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or interior load-bearing walls or partitions, the foundations, columns, girders, beams, floor slabs, footings, supports, roof and ceilings located within or at the perimeter of or surrounding such apartment, any pipes, wires, vents, shafts, ducts, conduits or other utility or service lines or enclosed spaces for wiring, pipes or air exhaust running through or otherwise located within such apartment which are utilized for or serve more than one apartment, all of which are deemed common elements. Each apartment shall be deemed to include all of the walls and partitions which are not load-bearing and which are

within its perimeter walls and/or said imaginary vertical planes; the inner decorated or finished surfaces of all walls, floors, roof and ceilings; all windows, window frames, louvers (if any), doors and door frames along the perimeter of the apartment; and all of the fixtures originally installed therein.

<u>APT. TYPE/NO.</u>	<u>APPROX. FLOOR AREA (SQ. FT.)</u>	<u>% OF COMMON INTEREST</u>
<u>Warehouse Apts.</u>		
WA 1	1339	.368
WA 2	1308	.360
WA 3	1308	.360
WA 4	1308	.360
WA 5	1308	.360
WA 6	1308	.360
WA 7	1308	.360
WA 8	1339	.368
WA 9	1279	.352
WA 10	1250	.344
WA 11	1250	.344
WA 12	1250	.344
WA 13	1250	.344
WA 14	1250	.344
WA 15	1250	.344
WA 16	1279	.352
WA 17	1279	.352
WA 18	1250	.344
WA 19	1250	.344
WA 20	1250	.344
WA 21	1250	.344
WA 22	1250	.344
WA 23	1250	.344
WA 24	1279	.352
WA 25	1279	.352
WA 26	1250	.344
WA 27	1250	.344



<u>APT. TYPE/NO.</u>	<u>APPROX. FLOOR AREA (SQ. FT.)</u>	<u>% OF COMMON INTEREST</u>
WA 28	1250	.344
WA 29	1250	.344
WA 30	1250	.344
WA 31	1250	.344
WA 32	1279	.352
WA 33	1279	.352
WA 34	1250	.344
WA 35	1250	.344
WA 36	1250	.344
WA 37	1250	.344
WA 38	1250	.344
WA 39	1250	.344
WA 40	1279	.352
WA 41	1279	.352
WA 42	1250	.344
WA 43	1250	.344
WA 44	1250	.344
WA 45	1250	.344
WA 46	1250	.344
WA 47	1250	.344
WA 48	1279	.352
WA 49	1279	.352
WA 50	1250	.344
WA 51	1250	.344
WA 52	1250	.344
WA 53	1250	.344
WA 54	1250	.344
WA 55	1250	.344
WA 56	1279	.352
WA 57	1279	.352
WA 58	1250	.344
WA 59	1250	.344
WA 60	1250	.344

<u>APT. TYPE/NO.</u>	<u>APPROX. FLOOR AREA (SQ. FT.)</u>	<u>% OF COMMON INTEREST</u>
WA 61	1250	.344
WA 62	1250	.344
WA 63	1250	.344
WA 64	1279	.352
WA 65	1279	.352
WA 66	1250	.344
WA 67	1250	.344
WA 68	1250	.344
WA 69	1250	.344
WA 70	1250	.344
WA 71	1250	.344
WA 72	1279	.352
WA 73	774	.213
WA 74	1250	.344
WA 75	1250	.344
WA 76	1250	.344
WA 77	1250	.344
WA 78	1250	.344
WA 79	1250	.344
WA 80	1279	.352
WA 81	1784	.491
WA 82	1250	.344
WA 83	1250	.344
WA 84	1250	.344
WA 85	1250	.344
WA 86	1250	.344
WA 87	1250	.344
WA 88	1279	.352
WA 89	1279	.352
WA 90	1250	.344
WA 91	1250	.344
WA 92	1250	.344
Wa 93	1250	.344

<u>APT. TYPE/NO.</u>	<u>APPROX. FLOOR AREA (SQ. FT.)</u>	<u>% OF COMMON INTEREST</u>
WA 94	1250	.344
WA 95	1250	.344
WA 96	1279	.352
WA 97	1279	.352
WA 98	1250	.344
WA 99	1250	.344
WA 100	1250	.344
WA 101	1250	.344
WA 102	1250	.344
WA 103	1250	.344
WA 104	1279	.352
WA 105	1279	.352
WA 106	1250	.344
WA 107	1250	.344
WA 108	1250	.344
WA 109	1250	.344
WA 110	1250	.344
WA 111	1250	.344
WA 112	1279	.352
WA 113	1279	.352
WA 114	1250	.344
WA 115	1250	.344
WA 116	1250	.344
WA 117	1250	.344
WA 118	1250	.344
WA 119	1250	.344
WA 120	1279	.352
WA 121	1279	.352
WA 122	1250	.344
WA 123	1250	.344
WA 124	1250	.344
WA 125	1250	.344
WA 126	1250	.344
WA 127	1250	.344

<u>APT. TYPE/NO.</u>	<u>APPROX. FLOOR AREA (SQ. FT.)</u>	<u>% OF COMMON INTEREST</u>
WA 128	1663	.457
WA 129	1279	.352
WA 130	1250	.344
WA 131	1250	.344
WA 132	1250	.344
WA 133	1250	.344
WA 134	2250	.619
WA 135	1250	.344
WA 136	1279	.352
WA 137	1250	.344
WA 138	1250	.344
WA 139	1250	.344
WA 140	2029	.558
WA 141	1339	.368
WA 142	1308	.360
WA 143	1308	.360
WA 144	1308	.360

Loading Platform  
Apartments

LPA 1	610.8	.168
LPA 2	1093.6	.301
LPA 3	1506	.414
LPA 4	1553.6	.427
LPA 5	2140.8	.589
LPA 6	657.2	.181
LPA 7	3236	.890
LPA 8	3752.8	1.032
LPA 9	475	.131
LPA 10	362.5	.100
LPA 11	540	.149
LPA 12	665	.183

<u>APT. TYPE/NO.</u>	<u>APPROX. FLOOR AREA (SQ. FT.)</u>	<u>% OF COMMON INTEREST</u>
LPA 15	233.8	.064
LPA 17	473.6	.130
LPA 19	899.2	.247
LPA 20	864.4	.238
LPA 21	1180	.325
LPA 22	1490	.410
LPA 23	475	.131
LPA 24	646	.178
LPA 25	1436	.395
LPA 26	50.7	.014
LPA 27	240.3	.066
LPA 28	646	.178
LPA 29	646	.178
LPA 30	279.6	.077
LPA 31	72.6	.020

Yard Apts.

YA 1	6004	1.651
YA 2	6508	1.790
YA 3	5612	1.544
YA 4	5328	1.466
YA 5	5444	1.479
YA 6	6024	1.657
YA 7	6508	1.790
YA 8	4624	1.272
YA 9	4352	1.197
YA 10	4800	1.320
YA 11	4800	1.320
YA 12	4800	1.320
YA 13	4800	1.320
YA 14	4800	1.320
YA 15	4800	1.320
YA 16	4800	1.320
YA 17	4800	1.320
YA 18	4800	1.320
YA 19	4800	1.320
YA 20	4868	1.339
YA 21	5240	1.441
YA 22	5536	1.523
YA 23	5536	1.523

<u>APT. TYPE/NO.</u>	<u>APPROX. FLOOR AREA (SQ. FT.)</u>	<u>% OF COMMON INTEREST</u>
<u>Parking Apts.</u>		
PA 1	161.5	.044
PA 2	161.5	.044
PA 3	161.5	.044
PA 4	161.5	.044
PA 5	161.5	.044
PA 6	161.5	.044
PA 7	161.5	.044
PA 8	161.5	.044
PA 9	161.5	.044
PA 10	161.5	.044
PA 11	161.5	.044
PA 12	161.5	.044
PA 13	161.5	.044
PA 14	161.5	.044
PA 15	161.5	.044
PA 16	161.5	.044
PA 17	161.5	.044
PA 18	161.5	.044
PA 19	161.5	.044
PA 20	161.5	.044
PA 21	161.5	.044
PA 22	161.5	.044
PA 23	161.5	.044
PA 24	161.5	.044
PA 25	161.5	.044
PA 26	161.5	.044
PA 27	161.5	.044
PA 28	161.5	.044
PA 29	161.5	.044
PA 30	161.5	.044
PA 31	161.5	.044
PA 32	161.5	.044
PA 33	161.5	.044
PA 34	161.5	.044
PA 35	161.5	.044
PA 36	161.5	.044
PA 37	161.5	.044
PA 38	161.5	.044
PA 39	161.5	.044
PA 40	161.5	.044

<u>APT. TYPE/NO.</u>	<u>APPROX. FLOOR AREA (SQ. FT.)</u>	<u>% OF COMMON INTEREST</u>
PA 41	161.5	.044
PA 42	161.5	.044
PA 43	161.5	.044
PA 44	161.5	.044
PA 45	161.5	.044
PA 46	260.6	.072
PA 47	206	.057
PA 48	180	.050
PA 49	168	.046
PA 50	161.5	.044
PA 51	161.5	.044
PA 52	161.5	.044
PA 53	161.5	.044
PA 54	161.5	.044
PA 55	161.5	.044
PA 56	161.5	.044
PA 57	161.5	.044
PA 58	161.5	.044
PA 59	161.5	.044
PA 60	161.5	.044
PA 61	161.5	.044
PA 62	161.5	.044
PA 63	161.5	.044
PA 64	161.5	.044
PA 65	161.5	.044
PA 66	161.5	.044
PA 67	161.5	.044
PA 68	161.5	.044
PA 69	161.5	.044
PA 70	161.5	.044
PA 71	161.5	.044
PA 72	161.5	.044
PA 73	161.5	.044
PA 74	161.5	.044
PA 75	161.5	.044
PA 76	161.5	.044
PA 77	142.7	.039
PA 78	123.2	.034
PA 79	94.4	.026
PA 80	128	.035

<u>APT. TYPE/NO.</u>	<u>APPROX. FLOOR AREA (SQ. FT.)</u>	<u>% OF COMMON INTEREST</u>
PA 81	144	.040
PA 82	161.5	.044
PA 83	161.5	.044
PA 84	161.5	.044
PA 85	161.5	.044
PA 86	161.5	.044
PA 87	161.5	.044
PA 88	161.5	.044
PA 89	161.5	.044
PA 90	161.5	.044
PA 91	161.5	.044
PA 92	161.5	.044
PA 93	161.5	.044
PA 94	161.5	.044
PA 95	161.5	.044
PA 96	161.5	.044
PA 97	161.5	.044
PA 98	161.5	.044
PA 99	161.5	.044
PA 100	161.5	.044
PA 101	161.5	.044
PA 102	161.5	.044
PA 103	161.5	.044
PA 104	161.5	.044
PA 105	161.5	.044
PA 106	161.5	.044
PA 107	161.5	.044
PA 108	161.5	.044
PA 109	161.5	.044
PA 110	161.5	.044
PA 111	161.5	.044
PA 112	161.5	.044
PA 113	161.5	.044
PA 114	135	.037
PA 115	111.6	.031
PA 116	131.4	.036
PA 117	141	.039
PA 118	161.5	.044
PA 119	161.5	.044
PA 120	161.5	.044
PA 121	161.5	.044
PA 122	161.5	.044



<u>APT. TYPE/NO.</u>	<u>APPROX. FLOOR AREA (SQ. FT.)</u>	<u>% OF COMMON INTEREST</u>
PA 123	161.5	.044
PA 124	161.5	.044
PA 125	161.5	.044
PA 126	161.5	.044
PA 127	161.5	.044
PA 128	161.5	.044
PA 129 and PA 186	162.4 161.5	.045 .044
PA 130 and PA 185	162.4 161.5	.045 .044
PA 131 and PA 184	162.4 161.5	.045 .044
PA 132 and PA 183	162.4 161.5	.045 .044
PA 133 and PA 182	162.4 161.5	.045 .044
PA 134 and PA 181	162.4 161.5	.045 .044
PA 135 and PA 180	162.4 161.5	.045 .044
PA 136 and PA 179	162.4 161.5	.045 .044
PA 137 and PA 178	162.4 161.5	.045 .044
PA 138 and PA 177	162.4 161.5	.045 .044
PA 139 and PA 176	162.4 161.5	.045 .044
PA 140 and PA 175	162.4 161.5	.045 .044

<u>APT. TYPE/NO.</u>	<u>APPROX. FLOOR AREA (SQ. FT.)</u>	<u>% OF COMMON INTERSET</u>
PA 141 and PA 174	162.4 161.5	.045 .044
PA 142 and PA 173	162.4 161.5	.045 .044
PA 143 and PA 172	162.4 161.5	.045 .044
PA 144 and PA 171	162.4 161.5	.045 .044
PA 145 and PA 170	162.8 161.5	.045 .044
PA 146 and PA 169	162.4 161.5	.045 .044
PA 147 and PA 168	162.8 161.5	.045 .044
PA 148 and PA 167	162.5 161.5	.045 .044
PA 149 and PA 166	162.5 161.5	.045 .044
PA 150 and PA 165	162.5 161.5	.045 .044
PA 151 and PA 164	161.5 162.5	.045 .044
PA 152 and PA 163	162.5 161.5	.045 .044
PA 153 and PA 162	162.5 161.5	.045 .044
PA 154 and PA 161	162.5 161.5	.045 .044

<u>APT. TYPE/NO.</u>	<u>APPROX. FLOOR AREA (SQ. FT.)</u>	<u>% OF COMMON INTEREST</u>
PA 155 and	164.5	.045
PA 160	161.5	.044
PA 156 and	181.8	.050
PA 159	161.5	.044
PA 157 and	187.3	.052
PA 158	161.5	.044
PA 187 - 190	120.0	.033
PA 191 - 193	120.0	.033
PA 194	187.0	.051
PA 195	187.0	.051
PA 196	307.8	.085
PA 197	314.8	.087
PA 198	321.7	.088
PA 199	325.0	.089
PA 200	114.4	.031
PA 201	122.8	.034
PA 202	129.5	.036
PA 203	132.6	.036
PA 204	137.4	.038
PA 205	141.8	.039
PA 206	143.2	.039
PA 207	298.6	.082
PA 208	187.0	.051

EXHIBIT "B"

DEVELOPER'S RIGHT TO AMEND CONDOMINIUM DOCUMENTS

1. The Developer has reserved the right to successively amend the Declaration (including the By-Laws and, when applicable, the Condominium Map), without the approval, consent or joinder of any purchaser of an apartment or any of the persons then owning or leasing any apartment, to file the "as built" verified statement (with plans, if applicable) required by Section 514A-12 of said Horizontal Property Act, (i) so long as such statement is merely a verified statement of a registered architect or professional engineer certifying that the final plans theretofore filed or being filed simultaneously with such amendment fully and accurately depict the layout, location, apartment numbers and dimensions of the apartments as built, or (ii) so long as any plans filed therewith involve only changes to the layout, location, apartment numbers or dimensions of or other changes to the apartments and common elements as built.

2. (a) Pursuant to Deed dated October 14, 1986, filed as Document No. 1407875, Developer, has, for itself, its successors and assigns, covenanted and agreed to and with Castle & Cooke, Inc., Oceanic Properties, Inc. ("OPI"), and the owners from time to time of the property described in Exhibit "A" attached to said Deed, that upon request by OPI, the Developer, its successors and assigns will promptly join with OPI in consolidating and/or subdividing the land of the Project in such a manner as to carve out therefrom as a separate lot the area described as the "Reconveyance Property" in said Deed. Upon final county approval of said subdivision carving out said Reconveyance Property as a separate lot, the Developer, its successors and assigns will promptly grant, reconvey and transfer said Reconveyance Property to OPI and/or Castle & Cooke, Inc. in fee simple. Developer thus reserves the right, at its sole option, to withdraw and delete from the Project, pursuant to Section 514A-11(12) of the Act, all or any portion of said Reconveyance Property. Upon withdrawal and deletion of the Reconveyance Property from the Project, Developer shall have the right to transfer and convey the Reconveyance Property to OPI or to any other person or persons without the consent, joinder or approval of any owner, mortgagee or

purchaser of an apartment or any interest therein or any of the persons then owning, leasing or occupying any apartment or any interest therein. It is intended that the Reconveyance Property shall be improved for roadway, access and utility purposes and then dedicated to the City and County of Honolulu, the State of Hawaii, or other governmental authority; however, no obligation exists on the part of Developer, OPI or Castle & Cooke, Inc. to actually undertake such improvement or dedication. The Developer's right to withdraw and delete the Reconveyance Property from the Project shall expire and automatically terminate on the date twenty (20) years after the date of recordation of this Declaration if it has not then been exercised.

(b) Easements with Respect to Reservation. Developer hereby further reserves the right to enter upon, and to grant to OPI or to any other person or persons, the right to enter upon, the Project to do all things necessary to effectuate such withdrawal and deletion of the Reconveyance Property, including, without limitation, subdividing the land of the Project and making surveys to undertake a reasonable realignment of the boundaries of the land of the Project to exclude the Reconveyance Property. The withdrawal of the Reconveyance Property shall be subject to, and the Developer shall at its sole expense comply with, all of the then applicable governmental laws, rules and regulations, including subdivision requirements.

(c) Amendment of Declaration. Upon exercise of said reserved right to withdraw and delete lands, the Developer shall, at its sole cost and expense, and without being required to obtain the consent, joinder or approval of any owner, mortgagee or purchaser of an apartment or any interest therein or any of the persons then owning, leasing, renting or occupying any apartment or any interest therein, execute and record in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, and amendment of the Declaration and the Condominium Map (i) describing the withdrawn land, and (ii) describing the realigned boundaries of the land of the Project.

EXHIBIT "C"

RESTRICTIONS AS TO USE

1. Warehouse Apartment Nos. 7, 8, 15, 16, 23, 24, 31, 32, 39, 40, 46, 47, 48, 54, 55, 56, 62, 63, 64, 70, 71, 72, 78, 79, 80, 81 and 85 through 144 shall be owned, occupied and used only for warehouse, factory and/or factory purposes and such accessory uses related thereto.

Loading Platform Apartment Nos. 3 through 27; Yard Apartment Nos. 20 through 23, and Parking Apartment Nos. 1 through 82 and 129 through 208 shall be owned, occupied and used only for parking and loading purposes consisting with the warehouse, factory and/or warehouse use restrictions burdening the land.

Each of the foregoing Apartments shall be subject to and shall be operated and used in full compliance with the terms, conditions and restrictions contained in Land Patent No. 11,004 issued on April 11, 1942, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 72 at Page 177, and in that certain Deed dated June 4, 1942, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 63522, each as amended by Land Court Order No. 74918 filed August 14, 1985 (collectively referred to as the "Restrictive Deeds"). The owner or owners of said apartments shall have the absolute right to rent or lease all or any portion or portions of said apartments in connection with such permitted purposes for any length of time and upon such terms and conditions as the owner or owners of such apartment(s) shall determine.

2. All other Apartments shall be operated and used only for industrial and warehouse purposes and for such other purposes as shall be permitted by law. The owner or owners of said apartments shall have the absolute right to rent or lease all or any portion or portions of said apartments in connection with such permitted purposes for any length of time and upon such terms and conditions as the owner or owners of such apartment(s) shall determine.

EXHIBIT "D"

DESCRIPTION OF COMMON ELEMENTS

Common Elements. One freehold estate is hereby designated in all remaining portions of the Project, being described and referred to herein as "common elements," including specifically, but not limited to:

- (a) Said Land in fee simple;
- (b) All foundations, columns, girders, beams, footings, floor slabs, supports, unfinished perimeter, party and load-bearing walls and partitions and roof;
- (c) All roadways, fences and gates;
- (d) All pipes, cables, conduits, ducts, pumps, sewer lines, electrical equipment, wiring and other central and appurtenant transmission facilities and installations over, under and across the Project which serve more than one apartment for services such as power, light, gas (if any), sewer, water, and telephone; and
- (e) 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 "E"

ENCUMBRANCES AGAINST TITLE

1. Grant in favor of Hawaiian Electric Company, Inc., and Hawaiian Telephone Company dated June 25, 1962, filed as Land Court Document No. 294021 and assigned by Document Nos. 294022 and 294023.

2. A 5-foot setback line along Lot 3, besides other land, as shown on Maps 1, 2 and 3, as set forth by Land Court Order No. 74918, filed August 14, 1985.

3. Easement "A" (area 6.738 acres), situate within Lot 3, as shown on Maps 1, 2 and 3, as set forth by Land Court Order No. 74918, filed August 14, 1986.

4. Restriction of use to warehouse, factory and/or roadway purposes (affecting Easement 1) as set forth in Land Patent No. 11,044 issued on April 11, 1942, recorded in Liber 72 at Page 177, as amended by instrument dated June 19, 1986, effective July 10, 1986, recorded in Liber 19944 at Page 334, and in that certain Deed dated June 4, 1942, filed as Document No. 63522, as amended by instrument dated July 10, 1986, filed as Document No. 1407870.

5. Easement "4" (446 square feet, 24 feet wide) for access purpose, over Lot 3, as shown on Map 3, as set forth by Land Court Order No. 77911, filed April 15, 1986.

6. Easement "6" (27,510 square feet, 24 feet wide) for access purpose, over Lot 3, as shown on Map 3, as set forth by Land Court Order No. 77911, filed April 15, 1986.

7. Easement "7" (7,564 square feet, 10 feet wide) for drainage purpose, over Lot 3, besides another land, as shown on Map 3, as set forth by Land Court Order No. 77911, filed April 15, 1986.

8. Reservation in favor of Castle & Cooke, Inc., its successors and assigns, of perpetual easements (appurtenant to Lots 4 and 5 as shown on said Map 3 and described in Transfer Certificate of Title No. 274,105, to Lot 8-D-1-C and 8-D-2-A as shown on Map 9 filed with Land Court Application 477 and described in Transfer Certificate



of Title No. 96,963, to Lot 1 as shown on Map 1 filed with Land Court Consolidation 165 and described in Transfer Certificate of Title No. 274,105, to the land described in Exhibit "E" attached hereto, and to the land described in Exhibit "C" attached hereto, for roadway and access purposes over, across and through Easements 4 and 6, and perpetual easements (appurtenant to said Lots 4 and 5 as shown on said Map 3 and to said Lot 1 as shown on said Map 1) for drainage purposes over, across, along, upon, under and through Easement 7, as set forth in Deed dated August 12, 1986, filed as Document No. 1407873, recorded in Liber 19944 at Page 342.

9. Grant of Easement dated October 14, 1986, in favor of The Gutman Realty Company, Thomas Toshio Enomoto, and their respective heirs, personal representatives, successors and assigns, filed as Document No. 1407874, recorded in Liber 19977 at Page 174.

10. Terms, conditions and agreements contained in that certain Deed by and between Oceanic Properties, Inc., as "Grantor", and Cannery Row Partners, as "Grantee", dated October 14, 1986, filed as Document No. 1407875, recorded in Liber 19944 at Page 384, including but not limited to the following:

"1. Grantee understands and agrees that the portion of the Subject Property shown marked approximately in red on Exhibit "D" attached hereto and hereby made a part hereof (herein referred to as the "Reconveyance Property") is intended to be improved by Grantor for roadway, access and utility purposes and to be dedicated to the City and County of Honolulu, the State of Hawaii or other governmental authority. Grantee agrees, however, that Grantor shall not be obligated to improve said Reconveyance Property or to dedicate the same; provided, however, that in the event the Reconveyance Property is conveyed to Grantor or Grantor's designee pursuant to the provisions hereinbelow, then Grantor (or Grantor's designee in the event the Reconveyance Property is conveyed to such designee) shall dedicate the Reconveyance Property or grant to Grantee, The Gutman Realty Company and Thomas Toshio Enomoto a nonexclusive easement for access purposes over the Reconveyance Property. Grantee covenants and agrees for itself, its successors and assigns,

that, upon request by Grantor and/or Castle & Cooke, Inc. (hereinafter referred to as "C&C"), which request must be made by no later than twenty (20) years after the date of this instrument, Grantee, its successors and assigns will promptly join with Grantor and/or C&C in consolidating and/or subdividing the Subject Property in such a manner as to carve out the Reconveyance Property as a separate roadway lot, and, upon final county approval of said subdivision carving out the Reconveyance Property as a separate roadway lot, Grantee, its successors and assigns will, upon request by Grantor, promptly grant, convey and transfer the Reconveyance Property to Grantor or Grantor's designee in fee simple, free and clear of all liens and encumbrances other than those hereinabove described. Without limitation to the generality of the foregoing, Grantee agrees for itself, its successors and assigns, that any and all leases, mortgages and other conveyances of the Subject Property or any portion thereof shall be and are hereby made expressly subject to the covenants and agreements herein set forth and shall obligate the lessees, mortgagees and other transferees of Grantee to execute any and all instruments necessary or desirable to effectuate the intent of this covenant. No payment or other consideration shall be payable to Grantee, its successors and assigns, in connection with such conveyance and transfer, except that Grantor and/or C&C shall be responsible for all costs associated with such consolidation and/or subdivision and Grantor and/or C&C shall reimburse Grantee for its reasonable costs incurred in connection with such conveyance or transfer.

2. Grantee acknowledges and agrees that (a) the Subject Property is subject to the restrictions set forth in Land Patent No. 11,044 issued on April 11, 1942, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 72 at Page 177, as amended by instrument dated March 19, 1986, recorded as aforesaid in Liber 19944 at Page 334, and in that certain Deed dated June 4, 1942, filed and noted as

aforesaid as Document No. 63522, as amended by instrument dated July 10, 1986 and filed and noted as aforesaid as Document No. 1407375 (collectively referred to as the "Restrictive Deeds"); (b) Grantee, its successors and assigns, shall use the Subject Property in full compliance with the restrictions contained in said Restrictive Deeds; and (c) Grantee, its successors and assigns, shall indemnify, defend and hold harmless the Grantor, Castle & Cooke, Inc., and the owners from time to time of any of the lands described in said Restrictive Deeds, and their respective successors and assigns, against and from any and all claims, demands, losses, damages, costs and expenses arising out of or relating to any violation by Grantee or anyone under Grantee, of any of the restrictions contained in said Restrictive Deeds; it being understood, however, that nothing contained herein shall be deemed or construed to expand the applicability of said Restrictive Deeds to any lands not specifically described in said Restrictive Deeds.

3. Grantee understands and agrees that the portion of the Subject Property shown marked approximately in green on Exhibit "F" attached hereto (hereinafter referred to as the "New Easement Area") and the portion of the Subject Property marked approximately in red on Exhibit "F" attached hereto and made a part hereof (hereinafter referred to as the "Temporary Easement Area") are intended to be used by the Grantor and C&C, and their respective successors and assigns, for roadway and access purposes. Grantee covenants and agrees for itself, its successors and assigns, that, upon request by Grantor and/or C&C, which request must be made by no later than twenty (20) years after the date of this instrument, Grantee, its successors and assigns will promptly designate the New Easement Area and the Temporary Easement Area as an easement or easements, and, upon final county and Land Court approval of the designation of the New Easement Area and the Temporary Easement Area as an easement or easements, Grantee, its successors

and assigns will, upon request by Grantor, promptly grant and convey to Grantor, C&C, The Gutman Realty Company ("Gutman"), Thomas Toshio Enomoto ("Enomoto"), and their respective heirs, personal representatives, successors and assigns, easements (appurtenant to (i) Lots 8-D-1-C and 8-D-2-A as shown on said Map 9, (ii) Lot 1 as shown on said Map 1, (iii) Lots 4 and 5 as shown on said Map 3, (iv) the land described in Exhibit "E" attached hereto; and (v) the land described in Exhibit "C" attached hereto) for roadway and access purposes over, across and through said New Easement Area and said Temporary Easement Area (said easements to be perpetual as to said New Easement Area, and for a term of two years from the date of recordation of the instrument granting such easement as to said Temporary Easement); together with the right to install, construct, maintain and repair any facilities in connection therewith; together also with the right to designate easements for the aforesaid purposes; and together also with the right to grant to the owners from time to time of the lands described in (i), (ii), (iii), (iv) and/or (v) above, or any portion thereof, or any other person or persons, easements for such purposes over, across and through said New Easement Area and said Temporary Easement Area under the usual terms and conditions required by the grantee of such easement rights. Without limitation to the generality of the foregoing, Grantee agrees for itself, its successors and assigns, that any and all leases, mortgages and other conveyances of the Subject Property or any portion thereof shall be and are hereby made expressly subject to the covenants and agreements herein set forth and shall obligate the lessees, mortgagees and other transferees of Grantee to execute any and all instruments necessary or desirable to effectuate the intent of this covenant. No payment or other consideration shall be payable to Grantee, its successors and assigns, in connection with such grant of easements, except that (a) Grantor and/or C&C shall be responsible for the reasonable costs associated with such designation, (b) Grantor

and/or C&C shall reimburse Grantee for its reasonable costs incurred in connection with such grant of easements, (c) concurrently with such grant of easements, Grantor shall terminate, or cause to be terminated, the easement in favor of Gutman and Enomoto over, across and through Easement 6 as shown on Map 3 filed with Land Court Consolidation 165, and (d) Grantor and C&C shall release their easement over, across and through said Easement 6 effective two years after the date of recordation of the instrument granting Grantor and C&C such easement for roadway and access purposes over, across, and through said New Easement Area.

4. \* \* \* \* \*

5. Grantee, its successors and assigns shall, together with other holders of rights in and to (a) said Easements 4, 5, 6 and 8 as shown on Map 3 filed with Land Court Consolidation 165, (b) said Easement 8 described in Exhibit "A", (c) said Easement 10 as shown on Map 4 filed with Land Court Consolidation 165, and (d) said New Easement Area and said Temporary Easement Area, maintain and repair all of said easement areas in good order and condition so long as the respective easements shall remain in effect. Grantee hereby agrees for itself, its successors and assigns that (i) the owners from time to time of said Lots 8-D-1-C and 8-D-1-A as shown on Map 9, (ii) the owners from time to time of said Lot 1 as shown on said Map 1, (iii) the owners from time to time of said Lots 4 and 5 as shown on said Map 3, (iv) the owners from time to time of the land described in Exhibit "E" attached hereto, (v) the owners from time to time of the land described in Exhibit "C" attached hereto, and (vi) the owners from time to time of said Lot 3 as shown on said Map 3, shall each have the right to repair and maintain the roadways within the easement areas described in (a), (b), (c) and (d) above, as follows: the owner(s) of the lands described in (i), (ii), (iii), (iv), (v) and (vi) above will be

responsible for the costs of such repair and maintenance of the roadways and easements over and across their respective properties, according to its own specifications and standards. Any of the above owner(s) may, at its discretion, repair and maintain according to its own specifications and standards those roadways and easements not on its property; provided, however, that in such instance, all work shall be performed in a proper and efficient manner, with minimum interference to vehicular and pedestrian traffic and reasonable notice to the owner(s) of the lands described in (i) through (vi). All costs of such repair and maintenance shall be the sole responsibility of the owner(s) performing such work. As used herein, the phrase "according to its own specifications and standards" shall require as a minimum that the condition of the roadways and easements be maintained at a level no less than the condition, as of the date hereof, of Easements A and B described in that certain Grant of Easements dated December 6, 1960, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 3986 at Page 149."

11. Mortgage in favor of Bank of Hawaii, a Hawaii banking corporation, by instrument dated October 10, 1986, and filed as Land Court Document No. 1407877. By Assignment of Lessor's Interest in Leases dated October 10, 1986, recorded in Liber 19944 at Page 443, Cannery Row Partners, a Hawaii limited partnership, "Assignor", assigns to Bank of Hawaii, a Hawaii banking corporation, "Assignee", all right, title and interest in, to and under each and all of the leases, now or hereinafter in effect, covering all or any part of the land described herein, together with any and all extensions, amendments, modifications and renewals thereof, etc., to secure the repayment of the sum of \$11,000,000.00.

12. 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 October 9, 1986, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 1411704, and recorded in the

Bureau of Conveyances of the State of Hawaii in Liber 20016 at Page 326, as the same may hereafter be amended in accordance with law or with said Declaration. (Project covered by Condominium Maps Nos. 616 and 1037).

13. By-Laws of the Association of Apartment Owners of the Condominium Project known as "Cannery Row" dated October 9, 1986, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 1411705, and recorded in the Bureau of Conveyances of the State of Hawaii in Liber 20016 at Page 377, as the same may hereafter be amended.

EXHIBIT "F"

Estimated Condominium Fees  
(May 12, 1986)

COMMON AREA EXPENSES

	<u>MONTHLY</u>	<u>ANNUALLY</u>
Accounting & Legal	\$ 500	\$ 6,000
Insurance		
Fire	1,084	13,008
Comprehensive General Liability	500	6,000
Liability - Umbrella	582	6,984
Officers and Directors	334	4,008
Management Fees	700	8,400
Maintenance/Repair - Building	150	1,800
Maintenance/Repair - Grounds	250	3,000
Electricity - (Common Area)	100	1,200
Water - (Common Area)	40	480
Real Property Taxes - (Common Area)	918	11,016
Contingency Reserve	<u>1,031</u>	<u>12,372</u>
TOTAL:	<u>\$ 6,189</u>	<u>\$ 74,268</u>

See accompanying Summary of Significant Forecast Assumptions and the Accountants' Report.



The undersigned, as Managing Agent for the Cannery Row Condominium project, hereby certifies that the initial maintenance fee assessments and disbursements shown herein were prepared in accordance with generally accepted accounting principles.

GRUBB & ELLIS COMPANY  
Property Management Services

By Linda A. Bee CPM  
Its District Manager

FORECASTED MAINTENANCE CHARGES OR FEES FOR EACH APARTMENT:

The estimated monthly maintenance fee for each apartment is as follows:

Warehouse Apartments

WA 1, 8, 141	\$ 37.25
WA 2-7, 142-144	36.38
WA 9, 16, 17, 24, 25, 32, 33, 40, 41, 48, 49, 56, 57, 64, 65, 72, 80, 88, 89, 96, 97, 104, 105, 112, 113, 120, 121, 129, 136	35.58
WA 73	21.53
WA 81	49.63

See accompanying Summary of Significant Forecast Assumptions and the Accountants' Report.

Warehouse Apartments

WA 128	46.26
WA 134	62.59
WA 135	34.77
WA 140	56.44
WA 142 - 144	36.38

Loading Platform Apartments

LPA 1	3.65
2	6.54
3	9.00
4	9.29
5	12.80
6	3.93
7	19.34
8	22.43
9	2.84
10	2.17
11	3.23
12	3.98
15	1.40
17	2.83
19	5.38
20	5.17
21	7.05
22	8.91
23	2.84
24	3.86
25	8.58
26	.30
27	1.44
28 & 29	3.86
30	1.67
31	.43

See accompanying Summary of Significant Forecast Assumptions and the Accountants' Report.

Yard Apartments

YA	1	35.89
	2	38.90
	3	33.55
	4	31.85
	5	32.54
	6	36.01
	7	38.90
	8	27.64
	9	26.01
	10 - 19	28.69
	20	29.10
	21	31.32
	22 & 23	33.09

Parking Apartments

PA	1-45, 50-76, 82-113, 118-128, 148-186, 129-154, 168-186	.97
PA	129-144	1.24
PA	46	1.56
	47	1.23
	48	1.08
	49	1.00
	77	.85
	78	.74
	79	.56
	80	.77
	81	.86
	114	.81
	115	.67
	116	.79
	117	.84
	155	.98
	156	1.09
	157	1.12

See accompanying Summary of Significant Forecast Assumptions and the Accountants' Report.

Parking Apartments

187 - 190	.72
191 - 193	.72
194	1.12
195	1.12
196	1.84
197	1.88
198	1.92
199	1.94
200	.68
201	.73
202	.77
203	.79
204	.82
205	.85
206	.86
207	1.78
208	1.12

See accompanying Summary of Significant Forecast Assumptions and the Accountants' Report.

## CANNERY ROW

Summary of Significant Assumptions  
Employed in the Preparation of the  
Statement of Forecasted Maintenance  
Charges and the Monthly Maintenance Fee  
Allocated to Useable Space.

### Summary of Significant Assumptions

#### Note 1 - Accounting and Legal Fees:

Accounting and legal fees are estimates made by the developer of fees to be charged.

#### Note 2 - Insurances:

Insurance premium estimates were the product of a specialist in the field. Premiums in noted categories were based on the following assumptions:

- a) Fire insurance is based on a replacement cost of \$50/sq. ft., and the non-hazardous use of the warehouse by future tenants.
- b) Comprehensive general liability insurance is based upon a \$1,000,000 single limit coverage.
- c) Liability - umbrella insurance is based on a \$3,000,000 coverage.

#### Note 3 - Management Fees:

Proposed management fees of the project were prepared by its prospective managing agent.

#### Note 4 - Maintenance/Repair of Building and Grounds:

Maintenance and repair of building and grounds area were estimated by the prospective managing agent in light of the fact that the building is a steel framed structure with aluminum siding and roof. The grounds consist of a road encircling the building.

Note 5 - Electricity and Water (Common Area):

Charges for common area electricity and water were estimated by the developer and are based on the fact that the common area is responsible for minimal outside lighting and has no green area.

Note 6 - Real Property Tax (Common Area):

Real property tax of the common area are estimated based on City and County records.

Note 7 - Contingency Reserve:

The contingency reserve is 20% of all other common area expenses as stated by Horizontal Property Regime statute.

EXHIBIT "G"

SUMMARY OF SALES CONTRACT

1. The Sales Contract is not a present transfer of any interest in the Project but only an agreement to purchase and sell apartments.

2. The Seller may mortgage the Project and all apartments prior to the sale of the apartments, including the apartment or apartments being purchased. The Seller's mortgagor will have a security interest in the Project which is prior to any interest the Buyer may have in purchasing an apartment or apartments. If necessary, Buyer must execute a document verifying that Seller's mortgagee has such priority.

3. Payment of the purchase price shall be made through an escrow agent, Title Guaranty Escrow Services, Inc. Buyer will have the opportunity to read the Escrow Agreement and agrees with the provisions made therein.

All money for the purchase will be paid to Escrow and may be deposited by Escrow into interest-bearing accounts. All interest earned on such money will belong to the Seller.

4. By signing the Sales Contract, Buyer represents that Buyer can make all required payments when due. Buyer must supply the Seller or any mortgage lender with true and accurate financial information.

If Buyer needs a mortgage in order to make the purchase, Buyer must apply for a loan within ten (10) business days after Seller signs the Sales Contract. If Buyer does not qualify for a loan, Seller has the option of cancelling the sale. If the sale is cancelled, Seller will tell Escrow to return Buyer's money (without interest), minus Escrow's cancellation fee, and Seller's or any lender's fee for processing the Sales Contract or loan application. As soon as Buyer receives a commitment letter to make a loan, a copy of the letter must be sent to Seller immediately. If Buyer is unable to go through with the purchase because Buyer's lender does not close the loan, Buyer will be deemed in breach of the Sales Contract.

Seller then has the option of keeping all monies already paid by Buyer or pursuing any other legal remedy.

If Buyer intends to pay in cash, Buyer must furnish written proof of ability to pay within twenty (20) business days after Seller signs the Sales Contract.

5. Buyer agrees that Buyer has read, reviewed and approved the condominium documents (Declaration or By-Laws), the Condominium Map, Rules and Regulations of the Project, form of Apartment Deed and Disclosure Abstract in addition to the Escrow Agreement.

6. Seller has the right to amend the condominium documents and Condominium Map as long as such amendments do not (a) substantially change Seller's obligations under the Sales Contract; (b) substantially change the design, location or size of an apartment or the building in which an apartment is located; (c) cause Buyer to lose Buyer's loan commitment; (d) increase Buyer's common interest in the Project; or (e) reduce Seller's obligation to pay common expenses for unsold apartments.

7. Seller can choose the initial Managing Agent for the Project. Seller can also exercise all rights of the Association of Apartment Owners and Board of Directors until there are enough other owners to form the Association and Board of Directors.

8. Seller makes no warranties whatsoever about the physical condition of any apartment or any common element. If Seller requests Buyer to inspect the apartment before or after the sale is closed, Buyer will do so and sign a written list of any defects or damage so discovered. If Buyer does not so cooperate with Seller, Seller will not be responsible to Buyer if deficiencies are discovered later. Even if defects are discovered, so long as the apartment can be occupied by Buyer, Buyer will go through with the purchase.

9. Seller makes no representations or warranties whatsoever concerning any apartment description appearing on the Condominium Map, whether the apartment boundaries consist of any walls, or that the maintenance fees shown in the Disclosure Abstract will not change.

Seller further denies that Seller has made any representations to Buyer or anyone else about the rental or



resale of apartments. If Seller so requires, Buyer, any salesperson or anyone else connected with the offer to sell or purchase of the apartment will confirm in writing that no such representations were made by Seller or any of the Seller's agents or salespersons.

If Seller determines that there has been any violation of the securities laws (federal or state) because of representations concerning rentals or resales, Seller can obtain an injunction against the violator and/or recover money damages. If Buyer claims that Seller violated the securities laws (federal or state), Buyer's only remedy will be a refund of purchase money plus interest on such amount at 12% per annum. Non-purchase monies (such as maintenance fees, loan fees and mortgage interest, real property taxes, start-up fee) will not be refundable.

10. The Sales Contract is not binding on either Buyer or Seller until a Final Public Report on the Project has been issued by the Real Estate Commission and Buyer's right to cancel the sale has lapsed. Buyer can waive the right to cancel and go through with the sale by signing the appropriate form given to Buyer. Buyer will lose the right to cancel unless Buyer cancels within thirty (30) days of receiving a copy of the Final Public Report, or if Buyer proceeds with the sale, occupies the apartment or otherwise accepts it.

11. The sale will close on the date shown on the Sales Contract not sooner than ten (10) days after Seller signs the Sales Contract and not until a certificate of occupancy for the apartment has been issued.

Prior to the date of closing, "pre-closing" can take place so that all documents and other papers will be ready for closing on the scheduled date. Seller can postpone the closing date for an extra thirty (30) days by giving Buyer ten (10) days prior notice.

Prorations of maintenance fees, real property taxes and other costs as of the closing date. All risk of damage or loss to the purchased apartments will also pass to Buyer as of that date.

12. Some of the expenses apart from the purchase price that the Buyer must pay at closing include the following: the entire Escrow fee, notary fees, conveyance taxes, appraisal fees, recording fees, cost of credit reports, document preparation fees, title insurance, all costs of Buyer's mortgage, and prorated maintenance fees and real property taxes. Buyer will also pay a non-refundable, one-time start-up fee to fund the Association of Apartment Owners.

13. Buyer acknowledges that there may be on-going construction and sales activities going on in the Project by Seller or other apartment owners after closing, and consents to such activity. Sales activities will continue until all apartments in the Project have been sold by Seller.

14. The Sales Contract cannot be transferred or assigned to another buyer without Seller's prior written consent.

15. If Buyer dies before closing, Seller has the option to cancel the sale and return Buyer's purchase money (without interest), less Escrow's cancellation fee or any other costs incurred in processing the Sales Contract or any loan application.

16. Each Buyer is responsible for the fulfillment of the Sales Contract by all other Buyers and can be individually liable to Seller as well as jointly.

17. If any court action is filed concerning this Sales Contract, trial will be by judge and Buyer gives up all right to trial by jury.

EXHIBIT "H"

SUMMARY OF ESCROW AGREEMENT

1. All monies payable by Buyers under Sales Contracts shall be made to the Escrow Agent.

2. Buyers' funds will be deposited by Escrow into federally-insured accounts. All interest earned on such deposits will belong to the Seller.

3. Escrow shall be responsible for collecting any payments due under the Sales Contract from the Buyers by giving Buyers written notice. Escrow will also receive evidence of Buyer's ability to pay the purchase price in cash and/or written loan commitments from Buyer's mortgage lender(s).

4. Buyer's funds placed in the hands of the Escrow Agent can be used to pay for construction work performed on the Project according to the value of the work completed as verified by an architect or engineer and Seller's lender or some other financially disinterested person, and for architectural, engineering, financial and legal fees of the Project. However, a Buyer's funds cannot be used until and unless Buyer's Sales Contract has become fully effective and binding so that Buyer and Seller are committed to the sale. Construction costs can only be paid if Escrow is satisfied that all mechanics' and materialmen's liens on the Project will be cleared or that a reserve is set aside in sufficient amount to cover any disputed lien.

5. Escrow will conduct the closing of each Buyer's Sales Contract by collecting all necessary funds and documents, recording all applicable real property documents, and doing all other acts required to close sales.

6. Buyers will be entitled to a refund of their monies if any one of the following events has occurred:

(a) Seller directs Escrow to make the refund;

(b) Seller exercises any cancellation right available under the Sales Contract;

(c) Buyer is entitled to a refund under any provision of the Horizontal Property Act; or

(d) Buyer exercises any right of cancellation available under the Sales Contract.

Upon cancellation of any sale, Escrow has a right to receive a cancellation fee commensurate with the work Escrow has performed, but in any event not less than Twenty Five Dollars (\$25.00) nor more than the escrow fee that would have been paid at closing.

7. If Seller terminates the Sales Contract due to a default on the part of Buyer, Seller will so notify Escrow. Escrow will notify the Buyer that the Sales Contract was cancelled because of default by certified or registered mail. If Escrow does not hear from Buyer within fifteen (15) days after Buyer has received such notice, Escrow will deduct its cancellation fee from Buyer's monies and treat the remainder as Seller's property.

8. Escrow's fee is one-twentieth of one percent (1/20 of 1%) of the purchase price of each apartment sold, plus general excise tax.

EXHIBIT "I"

ADDITIONAL INFORMATION CONCERNING PROJECT

1. Withdrawal of Certain Land from Regime. In accordance with Paragraph U of the Declaration, the Developer has the obligation and right to withdraw that portion of land marked as the "Reserved Area" on the Condominium Map and reconvey fee title in the Reserved Area to Oceanic Properties, Inc. and/or Castle and Cooke, Inc. The Reserved Area is to be subdivided as a separate lot with a view towards dedicating the lot to the City and County of Honolulu, the State of Hawaii, or other governmental entity for roadway, access and utility purposes. The Developer may effectuate the withdrawal of the Reserved Area without the consent, joinder or approval of any apartment owner, purchaser or mortgagee. The right to withdraw and delete the Reserved Area from the Project shall terminate 20 years after the recordation of the Declaration.

2. Easements. The Developer has reserved the right to use, designate and dedicate to the City and County of Honolulu utility and access easements within the Project, and the right to cancel, relocate, transfer, amend and otherwise deal with any utility easements located on adjacent land but appurtenant to the Project.

The Developer has the right and the obligation to grant to Castle & Cooke, Inc., Oceanic Properties, Inc., The Gutman Realty Company and Thomas Toshio Enomoto, easements for roadway and access purposes over certain portions of the Project described and designated as the "New Easement Area" pursuant to the Deed dated October 14, 1986 by which Developer acquired title to the land of the Project. The New Easement Area will replace and cancel the rights of the aforesaid Grantees to use Easement 6 which presently encumbers the property.

The Project also has appurtenant easement rights for roadway and access purposes over Easements A and B as described in that certain Partial Assignment of Easements dated October 14, 1986 by and between Oceanic Properties, Inc. as Grantor and the Developer as Grantee. Developer and the Association of Apartments Owners of the Project are responsible for one-fourth (1/4) the costs of repairing the roadways in Easements A and B. Developer and the

Association of Apartment Owners are also liable for one-third (1/3) of the costs of maintaining Easements 4, 6 and 7 which encumber the land of the Project, Easement 8 for sewer purposes which is shared with others, Easement 10 for roadway purposes which is shared with others, and the New Easement Area described above which will be shared with others.