



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

**CONDOMINIUM PUBLIC REPORT**

on

THE IMPERIAL PLAZA  
 725 Kapiolani Boulevard  
 Honolulu, Hawaii 96813

Registration No. 2110 (PARTIAL CONVERSION)

Issued: April 30, 1990  
 Expires: May 30, 1991

**Report Purpose:**

This report is based on information and documents submitted by the developer to the Real Estate Commission as of April 26, 1990, 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:** 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.  
*(yellow)*

**FINAL:** The developer has legally created a condominium and has filed complete information with the Commission.  
*(white)*

- No prior reports have been issued
- Supersedes all prior public reports
- Must be read together with \_\_\_\_\_

**SUPPLEMENTARY:** Updates information contained in the  
*(pink)*

- 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.

No prior reports have been issued by the Commission.

Changes made are as follows:

Except for the information under the topical headings which follow, the information in the Preliminary Public Report issued on August 24, 1989, and the Supplementary Public Report issued on January 19, 1990, has not changed.

SUMMARY OF THE CONDOMINIUM PROJECT

5. Apartment Description (see page 5): The list of rooms or areas for apartment types H, HR, J, L, LR, M and N are for illustrative purposes only. The residential apartments categorized under these apartment types will have unfinished interior spaces with no interior walls except for interior walls for ducts, shafts and any other interior walls as may be required by the Fire Department of the City and County of Honolulu.

The number of lanais for residential apartment Type GG has been increased from 3 lanais to 4 lanais.

Residential apartment numbered 602 will have a lanai of approximately 94 square feet and a patio of approximately 103 square feet.

Residential apartments numbered 603, 604, 605 and 606 will contain a patio instead of a lanai.

Residential apartments numbered 606, 902, 906, 1202 and 1602 are designed to accommodate the handicapped.

The net living areas of residential apartments numbered 3902 and 3903 have been reduced from approximately 3,383 square feet to approximately 3,293 square feet, and the gross floor areas of such apartments have been reduced from approximately 3,599 square feet to approximately 3,509 square feet.

The net living areas and gross floor areas of the commercial apartments within the existing 4-story building designated "The Galerie" have not been verified. Furthermore, The Galerie will be renovated and a building permit will be required for the renovation work. Therefore, it is likely that the net living areas and gross floor areas of the commercial apartments within The Galerie will change upon verification of such areas and/or upon any adjustments which may be made in order to obtain a building permit for the renovation work.

All of the net living areas and gross floor areas of the commercial apartments within the 5-story platform (except for commercial apartment numbered C201 and except for commercial apartment numbered C202 with respect to gross floor area only) have been reduced, and the revised approximate areas are as shown on Exhibit A.

6. Parking (see page 5): The number of parking stalls has been reduced from 681 parking stalls to 670 parking stalls, and 23 parking stalls are set aside for use by guests of the residential apartments. The parking stall assignment is shown on Exhibit B. The developer will reassign some of the parking stalls assigned to residential apartment numbered 1211 and to commercial apartment numbered C203 to other apartments as and when sales of apartments are effected.

Each buyer of a commercial apartment will be required to purchase one parking stall for each and every 500 square feet of gross floor area within the commercial apartment (provided, however, that if the commercial apartment shall have a gross floor area of less than 500 square feet, buyer will be required to purchase one parking stall), which parking stall or stalls shall be set aside and reserved for the exclusive use of the business guests and invitees of all commercial apartments. The Bylaws of the condominium project and the Building Rules of The Galerie will govern the maintenance and use of the parking stalls so set aside and reserved for the exclusive use of such business guests and invitees. If buyer desires to have one or more parking stalls set aside and reserved for the exclusive use of the commercial apartment, buyer must purchase such parking stall or stalls separately.

7. Recreational Amenities (see page 5): The clubhouse complex will consist of separate men's and women's restrooms and saunas, a storage room, a kitchen and a meeting room.

## II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS

The Declaration, the Condominium Map and the Bylaws have been recorded in the Bureau of Conveyances and filed in the Land Court. The House Rules governing the residential apartments and the Building Rules governing the commercial apartments have been adopted and are now in effect. The Merchants Committee shall have the power to adopt, amend or repeal the Building Rules. See pages 7 and 8 of this report.

## III. THE CONDOMINIUM PROJECT

### C. Buildings and Other Improvements:

5. Special Use Restrictions (see page 11). The commercial apartments shall not be used for a cabaret, a premises in which employees or entertainers are compensated to sit with patrons, a nightclub, a discotheque, a premises in which a person performs burlesque shows, a dance or music studio, or as a radio or television or recording studio, theater or exhibition-hall, or for an establishment such as a dry cleaning plant (except that laundry/dry cleaning pickup and delivery services are permitted) which may emit unseemly or disturbing noises, or for the rental or sale of any live animals, household pets or fish.

At the time buyer agrees to purchase a commercial apartment, buyer must state the purpose or purposes for which the commercial apartment will be used. Buyer will not use the commercial apartment for any other purpose. If buyer desires to change the use of the commercial apartment, prior written permission must be obtained in either of the ways described in the Disclosure Statement for Commercial Apartments, a copy of which will be given to each prospective buyer of a commercial apartment and a copy of which is also available for inspection at the Real Estate Commission.

6. Interior (see page 11). See "Apartment Description" above in this summary.

7. Parking Stalls (see page 12). See "Parking" above in this summary. The number of regular parking stalls has been increased from 342 parking stalls to 531 parking stalls. However, 212 of the regular parking stalls are 3 feet shorter in depth. The number of compact parking stalls has been reduced from 339 parking stalls to 139 parking stalls. 23 regular parking stalls and 4 compact parking stalls are partially covered. 20 regular parking stalls and 4 compact parking stalls are designed to accommodate the handicapped.

8. Recreational and Other Common Facilities (see page 12). See "Recreational Amenities" above in this summary.

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

2. Limited Common Elements (see page 14). Exhibit D has been revised to indicate that the developer will reassign parking stalls assigned to residential apartment numbered 1211 and to commercial apartment numbered C203 to other apartments as and when sales of apartments are effected, and to provide for a storage unit for each residential apartment.

E. Encumbrances Against Title (see page 15): Exhibit E has been revised to show that the Title Insurance Commitment issued by Security Title Corporation describes the recordation of the Declaration, the Condominium Map and the Bylaws.

G. Estimate of Initial Maintenance Fees (see page 16): Exhibit F has been revised to show the revised estimate of initial maintenance fees for the commercial and residential apartments.

J. Status of Construction and Estimated Completion Date (see page 17): Site work construction has commenced, and the developer's estimate of the completion date for construction of the Project is December 31, 1991.

L. Sales Documents Filed with the Real Estate Commission (see page 17): Each buyer of a commercial apartment will also be given a Disclosure Statement for Commercial Apartments, which will require buyer to agree to certain matters, including but not limited to the matters described in Exhibit G. A copy of the Disclosure Statement for Commercial Apartments is available for inspection at the Real Estate Commission.



## TABLE OF CONTENTS

	page
Report Purpose .....	1
Type of Report .....	1
Summary of Changes from Earlier Public Reports .....	2
Table of Contents .....	3
General Information on Condominiums .....	4
Summary of the Condominium Project .....	5
I. PEOPLE CONNECTED WITH THE PROJECT .....	6
Developer	Managing Agent
Real Estate Sales Agent	Attorney for Developer
Escrow Company	
II. CREATION OF THE CONDOMINIUM; CONDOMINIUM DOCUMENTS	
A. Declaration .....	7
B. Condominium Map (File Plan) .....	7
C. Bylaws .....	7
D. House Rules .....	8
E. Changes to Condominium Documents .....	8
III. THE CONDOMINIUM PROJECT	
A. Interest to be Conveyed to Buyer .....	9
B. Underlying Land .....	10
C. Buildings and Other Improvements .....	10
D. Common Elements, Limited Common Elements, Common Interest .....	14
E. Encumbrances Against Title .....	15
F. Management of the Common Elements .....	15
G. Maintenance Fees .....	16
H. Utility Charges .....	16
I. Construction Warranties .....	16
J. Status of Construction .....	17
K. Project Phases .....	17
L. Sales Documents Filed with the Real Estate Commission .....	17
IV. ADDITIONAL INFORMATION NOT COVERED ABOVE .....	18
Buyer's Right to Cancel Sales Contract .....	19
Signature of Real Estate Commission Chairman .....	20
EXHIBIT A: Apartment Description	
EXHIBIT B: Parking Stall Assignment	
EXHIBIT C: Common Elements	
EXHIBIT D: Limited Common Elements	
EXHIBIT E: Encumbrances Against Title	
EXHIBIT F: Estimate of Initial Maintenance Fees and Estimate of Maintenance Fee Disbursements	
EXHIBIT G: Summary of Provisions of the Sales Contract	
EXHIBIT H: Summary of Provisions of the Escrow Agreement	
EXHIBIT I: Officers of Developer	
EXHIBIT J: Real Estate Sales Agents	

## GENERAL INFORMATION ON CONDOMINIUMS

A condominium is a special form of real property. To create a condominium in Hawaii, the requirements of Hawaii's "Condominium 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 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**

Interest to be Conveyed to Buyer:

- Fee simple interest in an apartment and an undivided feehold interest in the common elements.
- Leasehold interest in an apartment and an undivided leasehold interest in the common elements.
- Fee simple interest in an apartment and an undivided leasehold interest in the common elements.

**Types of Project:**

- 1.  New Building(s)  Conversion The Project will consist of an existing 4-story building and a 5-story platform with a 34-story tower on the mauka side of the platform and a multi-story building ranging from 2 to 8 stories on the makai side of the platform.
- 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

Apt. Type	Quantity	BR/Bath	Net Living Area (sf)*	Lanai/Patio (sf)
The existing 4-story building will contain 32 commercial apartments. The 5-story platform will contain 18 commercial apartments on the ground floor and 5 commercial apartments on the third floor. The 34-story tower will contain 173 residential apartments, which will be divided into 27 different types as described in Exhibit A. The multi-story building will contain 33 residential apartments, which will be divided into 12 different types as described in Exhibit A.				

**Total Apartments:** 261 (206 residential apartments and 55 commercial apartments). The developer and the fee owner may convert any commercial apartment into two or more commercial apartments and/or two or more commercial apartments into one or more commercial apartments.  
*\*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.*

6. Parking: See Exhibit B for parking stall assignment.

	<u>Number of Stalls</u>
Assigned Stalls (Individual Units)	647*
Guest Stalls	23
Unassigned Stalls	
Extra Stalls Available for Purchase	
Other: _____	
<b>Total Parking Stalls</b>	<b>670</b>

\*The developer will reassign some of the parking stalls assigned to residential apartment numbered 1211 and to commercial apartment numbered C203 to other apartments as and when sales of apartments are effected.

7. **Recreational amenities:** The Project will have a recreation deck on the roof of the 5-story platform (which will be a limited common element for the residential apartments) consisting of a swimming pool, a spa, a sun deck and a clubhouse consisting of separate men's and women's restrooms and saunas, a storage room, a kitchen and a meeting room.



**I. PEOPLE CONNECTED WITH THE PROJECT**

**Developer:** Business Investment, Ltd. **Phone:** 536-1082  
**Name** (Business)  
Suite 2700, Pacific Tower, 1001 Bishop St.  
**Business Address**  
Honolulu, Hawaii 96813

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

See Exhibit I  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Real Estate Sales Agent:** See Exhibit J **Phone:** \_\_\_\_\_  
**Name** (Business)  
**Business Address**  
\_\_\_\_\_

**Escrow:** Security Title Corporation **Phone:** 521-9511  
**Name** (Business)  
Suite 1200, Pacific Tower, 1001 Bishop St.  
**Business Address**  
Honolulu, Hawaii 96813

**Managing Agent:** General Management Corporation **Phone:** 536-1082  
**Name** (Business)  
Suite 2700, Pacific Tower, 1001 Bishop St.  
**Business Address**  
Honolulu, Hawaii 96813

**Attorney for Developer:** Hong, Iwai and Hulbert (Attn: Roy K. Kawano)  
**Name**  
Suite 2200, Pauahi Tower, 1001 Bishop St.  
**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 Condominium Property Regime, a Condominium Map (File Plan), and the Bylaws of the Association of Apartment Owners.

- 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 Number 90-48554  
 Filed - Land Court - Document Number 1719508

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. 1312  
 Filed - Land Court Condo Map No. 774

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 - Document Number 90-48555  
 Filed - Land Court - Document Number 1719509

Amendment date(s) and recording/filing information:

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.

- 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 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>65%</u>
House Rules	---	<u>*</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: The developer reserves the right to modify the Declaration, Bylaws, Apartment Deed, Escrow Agreement and Condominium Map; provided that no such modification shall (a) increase buyer's share of common expenses, (b) require a substantial change of the building in which the apartment is located, (c) reduce substantially the size of an apartment, or (d) substantially impair or modify any of the obligations in respect of the building given or undertaken by the developer. The developer further reserves the right to make changes to any apartment and to the common elements; provided that no changes shall be made which shall affect the physical location or reduce the number of apartments in the Project or substantially change the design of any apartment.

\*The Board of Directors shall have the power to adopt, amend or repeal the House Rules governing the residential apartments and the Merchants Committee shall have the power to adopt, amend or repeal the Building Rules governing the commercial apartments.



**B. Underlying Land:**

**Address:** 725 Kapiolani Boulevard **Tax Map Key:** 2-1-49: 27, 51, 53 & 68  
Honolulu, Hawaii 96813 (TMK)

**Address**  **TMK is expected to change because** Parcel 27 may be conveyed to the State of Hawaii and a portion of Parcel 68 will be conveyed to the City and County of Honolulu in exchange for a portion of Dreier Street.

**Land Area:** 126,881  **square feet**  **acre(s)** **Zoning:** MUZ-C

**Fee Owner:** 725 Kapiolani Associates  
**Name**  
Suite 2700, Pacific Tower, 1001 Bishop Street  
**Address**  
Honolulu, Hawaii 96813

**Sublessor:** \_\_\_\_\_  
**Name**  
\_\_\_\_\_  
**Address**  
\_\_\_\_\_

**C Buildings and Other Improvements:**

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

2. **Buildings:** 2  
 **Exhibit** \_\_\_\_\_ **contains further explanations.**

**Floors Per Building** The Project will consist of an existing 4-story building and a 5-story platform with a 34-story tower on the mauka side of the platform and a multi-story building ranging from 2 to 8 stories on the makai side of the platform.

3. **Principal Construction Material:**

- Concrete**  **Hollow Tile**  **Wood**  
 **Other** glass and curtain wall glass

4. **Permitted Uses:**

	<u>No. of Apts.</u>		<u>No. of Apts.</u>
<input checked="" type="checkbox"/> <b>Commercial</b>	<u>55</u>	<input type="checkbox"/> <b>Industrial</b>	_____
<input checked="" type="checkbox"/> <b>Residential</b>	<u>206</u>	<input type="checkbox"/> <b>Agricultural</b>	_____
<input type="checkbox"/> <b>Timeshare/Hotel</b>	_____	<input type="checkbox"/> <b>Recreational</b>	_____
<input type="checkbox"/> <b>Other:</b> _____			_____

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:

One household pet (either a dog, a cat or a small bird) or fish may be  
 **Pets** kept in any apartment.

**Number of Occupants:** \_\_\_\_\_

**Other:** See item A on page 18 of this report.

**There are no special use restrictions.**

6. **Interior (fill in appropriate numbers):** See Exhibit A for additional information.

261 (206 residential apartments and 55 commercial apartments). The  
**Total Apartments** developer and the fee owner may convert any commercial apartment into  
two or more commercial apartments and/or two or more commercial apartments into one  
or more commercial apartments.  
**Elevators** 7                      **Stairways** \_\_\_\_\_                      **Trash Chutes** 2

<u>Apt.</u> <u>Type</u>	<u>Quantity</u>	<u>BR/Bath</u>	<u>Net</u> <u>Living Area (sf)*</u>	<u>Lanai/Patio (sf)</u>
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The existing 4-story building will contain 32 commercial apartments. The 5-story platform will contain 18 commercial apartments on the ground floor and 5 commercial apartments on the third floor. The 34-story tower will contain 173 residential apartments, which will be divided into 27 different types as described in Exhibit A. The multi-story building will contain 33 residential apartments, which will be divided into 12 different types as described in Exhibit A.

*\*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 or party walls, all doors and door frames, windows (except for curtain wall glass which shall be deemed common elements) and window frames, the lanai or patio air space (if any), the interior decorated or finished surfaces of all perimeter, party and load-bearing walls, floors, floor coverings and ceilings, and all fixtures originally installed or contained therein.

**Permitted Alterations to Apartments;** Alterations or additions solely within an apartment or within an appurtenant limited common element, the conversion of two or more apartments into a single apartment or into two or more apartments with modified floor plans, and the conversion by the developer and the fee owner of any commercial apartment into two or more commercial apartments and/or two or more commercial apartments into one or more commercial apartments may be undertaken in the manner described in item B on page 18 of this report.

7. Parking Stalls:

Total Parking Stalls: 670

	Regular		Compact		Tandem		TOTAL
	covered	open	covered	open	covered	open	
Assigned (for individual units)	<u>510</u>	<u>          </u>	<u>137</u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>647</u>
Guest	<u>21</u>	<u>          </u>	<u>2</u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>23</u>
Unassigned	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Extra Available for Purchase	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Other:	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Total	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>
Covered & Open	<u>531</u>	<u>          </u>	<u>139</u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

23 regular parking stalls and 4 compact parking stalls are partially covered. 212 regular stalls are 3 feet shorter in depth. 20 regular parking stalls and 4 compact parking stalls are designed to accommodate the handicapped.

Each apartment will have the exclusive use of at least one 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 B 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

Recreation Area

Laundry Area

Tennis Court

Trash Chute

Other: The roof of the 5-story platform will contain a recreation deck (which will be a limited common element for the residential apartments) consisting of a swimming pool, a spa, a sun deck and a clubhouse complex consisting of separate men's and women's restrooms and saunas, a storage room, a kitchen and a meeting room.

9. Present Condition of Improvements

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

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

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

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	<u>X</u>	<u>                    </u>	<u>                    </u>
Structures	<u>X</u>	<u>X*</u>	<u>                    </u>
Lot	<u>X</u>	<u>                    </u>	<u>                    </u>

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.

\*The existing 4-story building located at the corner of Kapiolani Boulevard and Cooke Street and identified in the Declaration as "The Galerie" is a non-conforming structure.



**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     C     describes the common elements.

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.

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

described in Exhibit     D    

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 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  April 6, 1990,  and issued by  Security Title Corporation .

**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>
Mortgage	If the developer defaults after the apartment is conveyed to buyer, buyer's interest in the apartment will not be affected. If the developer defaults before the apartment is conveyed to buyer, the mortgagee may or may not decide to sell the apartment to buyer pursuant to the Sales Contract. See Exhibit G, paragraph 9. If the mortgagee decides <u>not</u> to sell the apartment to buyer, buyer will be entitled to a refund of buyer's deposit.

**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:

[ ] not affiliated with the Developer.

[X] the Developer or the Developer's affiliate.

[ ] self-managed by the Association of Apartment Owners.

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



J. **Status of Construction and Estimated Completion Date:**

Site work construction of the Project has commenced. A building permit for the Project was issued by the Building Department on April 2, 1990. The developer has advised the Real Estate Commission that the estimated completion date for construction of the Project is December 31, 1991 (assuming there are no delays).

K. **Project Phases:**

The developer [ ] has [X] 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:

[X ] Notice to Owner Occupants

[X ] Specimen Sales Contract for residential apartment and commercial apartment; Disclosure Statement for commercial apartments

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

[X ] Escrow Agreement dated July 20, 1989 \_\_\_\_\_

Exhibit \_\_\_\_\_ H \_\_\_\_\_ contains a summary of the pertinent provisions of the escrow contract.

[X ] Other Affidavit of Intent to Purchase a Unit Designated for Owner-Occupants;  
Receipt for Public Report(s) and Notice of Right to Cancel; Apartment Deed

#### IV. ADDITIONAL INFORMATION NOT COVERED ABOVE

##### A. Other Special Use Restrictions:

1. Hotel Use Prohibited. The residential apartments shall be occupied and used only as dwellings by the respective owners thereof, their tenants, families, domestic servants and social guests, and for no other purpose. The apartments shall not be rented for transient or hotel purposes, which are defined as (a) rental for any period less than 30 days, or (b) any rental in which the occupants of the apartments are provided customary hotel services such as room service for food and beverage, maid service, laundry and linen or bellboy service; provided, however, that the foregoing prohibition against customary hotel services shall not apply to any such services provided to the owners of the residential apartments, their families, domestic servants and social guests as long as such services are not being offered in connection with any rental arrangement. Except for such transient or hotel purposes the owners of the respective apartments shall have the absolute right to lease such apartments subject to all provisions of the Declaration and the Bylaws. Any lease or rental agreement must be in writing, and the leasing of less than the whole of a residential apartment is prohibited.

2. Time-Sharing Prohibited. The apartments or any interest therein shall not be sold, transferred, conveyed, leased, occupied, rented or used for or in connection with any time-sharing purpose or under any time-sharing plan, arrangement or program, including without limitation any so called "vacation license", "transient vacation rentals", "travel club membership" or "time-interval ownership" arrangement. The term "time-sharing" as used herein shall be deemed to include, but is not limited to, any plan, program or arrangement under which the right to use, occupy, own or possess an apartment or apartments in the Project rotates among various persons on a periodically recurring basis according to a specific, discernible, fixed or floating interval or period of time, whether by way of deed, lease, association or club membership, license, rental or use agreement, co-tenancy agreement, membership agreement, partnership or otherwise.

3. Commercial Use. The commercial apartments shall be occupied and used only for purposes permitted from time to time by applicable zoning ordinances, rules and regulations, and for no other purpose; provided, however, that the commercial apartments shall not be used for a cabaret, a premises in which employees or entertainers are compensated to sit with patrons, a nightclub, a discotheque, a premises in which a person performs burlesque shows, a dance or music studio, or as a radio or television or recording studio, theater or exhibition-hall, or for an establishment such as a dry cleaning plant (except that laundry/dry cleaning pickup and delivery services are permitted) which may emit unseemly or disturbing noises, or for the rental or sale of any live animals, household pets or fish.

##### B. Permitted Alterations to Apartments:

1. Alterations Solely within an Apartment or a Limited Common Element. Any alterations or additions solely within an apartment or within a limited

common element appurtenant to and for the exclusive use of an apartment or more than one apartment, shall be undertaken by an apartment owner or owners only pursuant to the written approval thereof, including the plans therefor, by the holders of mortgages affecting such apartment, the Board of Directors, and all other apartment owners thereby directly affected (as determined by the Board of Directors in its sole discretion). Upon completion of such alterations or additions the apartment owners directly affected shall duly record and file of record an amendment to the Declaration together with the approved plans showing only such alterations or additions within an apartment space or within a limited common element as aforesaid. Such amendment to the Declaration need only be executed by the apartment owners directly affected and their mortgagees.

2. Conversion of Two or More Apartments into a Single Apartment or into Two or More Apartments with Modified Floor Plans. An apartment owner owning two (2) or more apartments, which respective apartments are separated only by common elements which are walls or doors, may alter or remove all or portions of such intervening walls or doors and make other alterations or additions solely within such apartments and convert such apartments into a single apartment or into two (2) or more apartments with modified floor plans; provided that the structural integrity of the building or the soundness and safety of the Project shall not be thereby affected and such alteration, removal and restoration will not reduce the value of the Project or impair any easement or hereditament thereof, and the finish of the common element then remaining shall be restored to a condition substantially comparable to that of the common element prior to such alteration. All such alterations, removal or additions, including the plans thereof which shall be prepared by a licensed, registered architect, shall be subject only to the approval of the holders of mortgages affecting such apartments, the Board of Directors, and all other apartment owners thereby directly affected (as determined by the Board of Directors in its sole discretion); and upon completion of such alteration, removal or addition the apartment owners directly affected shall duly record and file of record an amendment to the Declaration, together with the approved plans showing only such alteration, removal or addition, which amendment need only be executed by the apartment owner or owners directly affected and their mortgagees. If the net living areas of the apartments resulting from such alteration, removal or addition (the "modified apartments") shall not be the same as the net living areas of the original apartments to which such alteration, removal or addition was made (the "original apartments"), then the sum of the common interests appurtenant to the original apartments shall be reallocated among the modified apartments in proportion to the ratio that the net living area of a modified apartment bears to the sum of the net living areas of the original apartments, and such reallocation of the common interest shall be included in said amendment to the Declaration. Following the conversion of the original apartments into the modified apartments, the apartment owner or owners of the modified apartments may reconvert the modified apartments into the original apartments. All alterations, removal or additions to convert the modified apartments into the original apartments, including the plans thereof which shall be prepared by a licensed, registered architect, shall be subject only to the approval of the holders of mortgages affecting the modified apartments, the Board of Directors, and all other apartment owners thereby

directly affected (as determined by the Board of Directors in its sole discretion); and upon completion of such reconversion the apartment owners directly affected shall duly record and file of record an amendment to the Declaration, together with the approved plans showing only the reconversion of the modified apartments into the original apartments, which amendment need only be executed by the apartment owner or owners directly affected and their mortgagees.

3. Conversion by the Developer and the Fee Owner of any Commercial Apartment into Two or More Commercial Apartments and/or Two or More Commercial Apartments into One or More Commercial Apartments. As long as the fee owner of the underlying land (the "Owner") shall be the owner of not less than seventy-five percent (75%) of all the apartments of the Project, the Owner and the developer hereby reserve unto themselves the following:

a. The right to convert any commercial apartment owned by the Owner into two (2) or more commercial apartments with modified floor plans; provided that the common interest of such commercial apartment shall be reallocated among the commercial apartments resulting from such conversion in the manner as shall be determined by the Owner and the developer even though the net living areas of the commercial apartments resulting from such conversion shall be less than the net living area of such commercial apartment. Upon completion of such conversion, the Owner and the developer shall duly record and file of record an amendment to the Declaration, together with the plans showing only such conversion, which amendment need only be executed by the Owner and the developer.

b. The right to convert two (2) or more commercial apartments into a single commercial apartment or into two (2) or more commercial apartments with modified floor plans; provided that the common interests of such commercial apartments shall be the common interest of the single commercial apartment, or if such commercial apartments are converted into two (2) or more commercial apartments, the common interests of such commercial apartments shall be reallocated among the commercial apartments resulting from such conversion in the manner as shall be determined by the Owner and the developer even though the net living areas of the commercial apartments resulting from such conversion shall not be the same as the net living areas of such commercial apartments. Upon completion of such conversion, the Owner and the developer shall duly record and file of record an amendment to the Declaration, together with the plans showing only such conversion, which amendment need only be executed by the Owner and the developer.

C. Financing of Project. The developer has secured an interim construction loan and intends to pay for the construction and other development costs of the Project by means of the proceeds of such interim construction loan, the fee owner's equity funds, and to the extent permitted by law and only after all statutory requirements and the requirements of the Commission have been met, buyer's funds held in escrow. The interim construction loan has not yet been effected. However, the mortgagee described in Exhibit E has represented to the Real Estate Commission that it, by itself or through one or more of its affiliates, has agreed to invest as equity and loan additional funds to construct the Project. It is anticipated that the interim construction loan mortgage will contain a partial release provision which will enable the buyer to take conveyance of an apartment free and clear of such interim construction loan mortgage.

D. Residential Apartment Numbering and Location.

1. The 34-Story Tower. There will be 173 residential apartments in the 34-story tower on the mauka side of the 5-story platform. There will be no floors numbered one through five and thirteen. There will be 6 apartments on each of the 18 floors from the sixth through the twenty-fourth floors. Each apartment will be numbered serially 01 to 06, inclusive, preceded by a number indicating the floor in which the apartment is located. There will be 5 apartments on each of the 10 floors from the twenty-fifth through the thirty-fourth floors. Each apartment will be numbered serially 01 to 05, inclusive, preceded by a number indicating the floor in which the apartment is located. Apartments numbered 3502 and 3504 are located on the thirty-fifth floor. Apartments numbered 3501 and 3503 are located on the thirty-fifth and thirty-sixth floors. Apartments numbered 3602 and 3604 are located on the thirty-sixth floor. Apartments numbered 3702 and 3704 are located on the thirty-seventh floor. Apartments numbered 3701 and 3703 are located on the thirty-seventh and thirty-eighth floors. Apartments numbered 3802 and 3804 are located on the thirty-eighth floor. Apartments numbered 3901, 3902 and 3903 are located on the thirty-ninth and fortieth floors. The location of each of the residential apartments in the 34-story tower are in the manner shown on the Condominium Map.

2. The Multi-Story Building. There will be 33 residential apartments in the 8 floors of the multi-story building on the makai side of the 5-story platform. There will be no floors numbered one through five and thirteen. Apartments numbered 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621 and 622 are located on the sixth and seventh floors. Apartments numbered 811, 812, 813, 814, 815, 816, 817, 818 and 819 are located on the eighth and ninth floors. Apartments numbered 1011, 1012, 1013, 1014, 1015, 1016 and 1017 are located on the tenth and eleventh floors. Apartments numbered 1211, 1212, 1213, 1214 and 1215 are located on the twelfth and fourteenth floors. The location of each of the residential apartments in the multi-story building are in the manner shown on the Condominium Map.

2052R



**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 Condominium 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 Apartment Deed

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.

This Public Report is a part of Registration No. 2110 filed with the Real Estate Commission on \_\_\_\_\_.

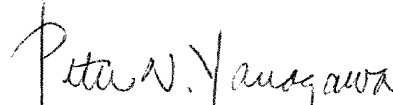
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**Expiration Date of Reports.** Preliminary Public Reports and Final Public Reports automatically expire thirteen (13) months from the date of issuance unless a Supplementary Public Report is issued or unless the Commission issues an order extending the effective period for the report.



\_\_\_\_\_  
PETER YANAGAWA, Chairman  
REAL ESTATE COMMISSION  
STATE OF HAWAII

**Distribution:**

Bureau of Conveyances  
Department of Finance, City and County of Honolulu  
Planning Department, City and County of Honolulu  
Federal Housing Administration  
Escrow Agent

APARTMENT DESCRIPTION

A. The 34-Story Tower ("The Imperial").

The 173 residential apartments in The Imperial are categorized into 27 different types. The list of rooms or areas set forth below under each apartment type identifies the rooms or areas contained in each such apartment type.

TYPE "A"	TYPE "B, BR"	TYPE "BR-M"	TYPE "C, CR"
3 Bedrooms	2 Bedrooms	2 Bedrooms	2 Bedrooms
2 Bathrooms	2 Bathrooms	2 Bathrooms	2 Bathrooms
2 Lanais	1 Lanai	1 Lanai	1 Lanai
Living room	Living room	Living room	Living room
Dining room	Dining room	Dining room	Dining room
Kitchen	Kitchen	Kitchen	Kitchen
Foyer	Foyer	Foyer	Foyer
TYPE "D"	TYPE "A2"	TYPE "E, ER"	TYPE "E-M, ER-M"
2 Bedrooms	3 Bedrooms	2 Bedrooms	2 Bedrooms
2 Bathrooms	2 Bathrooms	2½ Bathrooms	2½ Bathrooms
1 Lanai	2 Lanais	1 Lanai	Living room
Living room	Living room	Living room	Dining room
Dining room	Dining room	Dining room	Kitchen
Kitchen	Kitchen	Kitchen	Walk-in closet
Walk-in closet	Foyer	Walk-in closet	
Foyer		Foyer	
TYPE "F-M, FR-M"	TYPE "F, FR"	TYPE "G"	TYPE "H, HR"
2 Bedrooms	2 Bedrooms	2 Bedrooms	2 Bedrooms
2½ Bathrooms	2½ Bathrooms	3 Bathrooms	2½ Bathrooms
1 Lanai	2 Lanais	Library	Living room
Living room	Living room	Living room	Dining room
Dining room	Dining room	Dining room	Kitchen
Kitchen	Kitchen	Kitchen	Sauna
Walk-in closet	Walk-in closet	Wet bar	Walk-in closet
Foyer	Foyer	Family room	Foyer
		Sauna	Laundry
		Foyer	
		Walk-in closet	
TYPE "J"	TYPE "K"	TYPE "L, LR"	NOTE: The list of rooms or areas for apartment types H, HR, J, L, LR, M and N are for illustrative purposes only. The Residential Apartments categorized under these apartment types will have unfinished interior spaces with no interior walls except for interior walls for ducts, shafts and any other interior walls as may be required by the Fire Department of the City and County of Honolulu.
2 Bedrooms	2 Bedrooms	2 Bedrooms	
3 Bathrooms	3 Bathrooms	2½ Bathrooms	
Library	Library	Living room	
Living room	Living room	Dining room	
Dining room	Dining room	Kitchen	
Kitchen	Kitchen	Sauna	
Foyer	Wet bar	Foyer	
Sitting room	Family room	Laundry	
Laundry	Lanai		
Sauna	Sauna		
2 Walk-in closets	Foyer		
	Walk-in closet		
TYPE "M"	TYPE "N, NR"	TYPE "P"	
3 Bedrooms	3 Bedrooms	2 Bedrooms	
3 Bathrooms	3½ Bathrooms	2 Bathrooms	
Library	Library	Living room	
Living room	Living room	Dining room	
Dining room	Dining room	Kitchen	
Kitchen	Kitchen	1 Lanai	
Wet bar	wet bar	Foyer	
Family room	Foyer		
Pantry	Sauna		
2 Lanais	2 Walk-in closets		
Study	Laundry		
2 Walk-in closets			
Sauna			
Laundry			
Storage			

B. The Multi-Story Building ("The Plaza").

The 33 residential apartments in The Plaza are categorized into 12 different types. The list of rooms or areas set forth below under each apartment type identifies the rooms or areas contained in each apartment type.

TYPE "AA, AAR"	TYPE "BB, BBR"	TYPE "CC"
2 Bedrooms 2½ Bathrooms 2 Lanais Living room Dining room Kitchen Walk-in closet Foyer	2 Bedrooms 2½ Bathrooms 2 Lanais Living room Dining room Kitchen Walk-in closet Foyer	3 Bedrooms 3½ Bathrooms 4 Lanais Living room Dining room Kitchen Walk-in closet Foyer
TYPE "CC-M"	TYPE "DD"	TYPE "EE"
3 Bedrooms 3½ Bathrooms 4 Lanais Living room Dining room Kitchen Walk-in closet Foyer	2 Bedrooms 2½ Bathrooms 4 Lanais Living room Dining room Kitchen Walk-in closet Foyer Study	2 Bedrooms 2½ Bathrooms 2 Lanais Living room Dining room Kitchen Walk-in closet Foyer Study
TYPE "FF"	TYPE "GG"	TYPE "HH"
3 Bedrooms 2½ Bathrooms 2 Lanais Living room Dining room Kitchen Foyer	3 Bedrooms 2½ Bathrooms 4 Lanais Living room Dining room Kitchen Walk-in closet Foyer	2 Bedrooms 2½ Bathrooms 3 Lanais Living room Dining room Kitchen 2 Walk-in closets Foyer
TYPE "JJ"		
3 Bedrooms 2½ Bathrooms 3 Lanais Living room Dining room Kitchen 2 Walk-in closets Foyer		

C. The existing 4-story Building ("The Galerie") and the 5-story Platform ("The Platform").

There will be 32 commercial apartments in The Galerie (7 on each of the ground and second floors, 12 on the third floor and 6 on the fourth floor), and 23 commercial apartments in The Platform (18 on the ground floor and 5 on the third floor).

The apartment number, apartment type, approximate net living area, lanai and/or patio area, if any, and gross floor area, and the percent common interest of each of the apartments are set forth hereinafter. The term "net living area" represents the approximate area of the space within the interior finished surfaces of the perimeter nonparty walls and party walls of the apartment, including all partitions and walls (load-bearing and nonload-bearing), all air shafts, and all plumbing, mechanical and electrical chases within such perimeter and party walls. The net living area is the enclosed portion of the apartment (exclusive of the lanai and/or patio) measured in accordance with the Administrative Rules adopted by the Real Estate Commission of the State of Hawaii. The term "gross floor area" represents the approximate area of the apartment measured not in accordance with the above-mentioned Administrative Rules adopted by the Real Estate Commission but in accordance with local architectural practice and represents the space within the interior half of the party walls and the exterior of perimeter nonparty walls or perimeter glass, and all partitions and walls (load-bearing and nonload-bearing), all air shafts, and all plumbing, mechanical and electrical chases within such perimeter walls and party walls. The gross floor area also includes the lanai and/or patio. The gross floor areas of the apartments are set forth for comparison purposes only.

ALL AREAS SET FORTH HEREINAFTER ARE APPROXIMATE ONLY.  
THE AREAS OF THE APARTMENTS UPON COMPLETION ARE LIKELY TO VARY  
SOMEWHAT.

<u>Apt.</u> <u>No.</u>	<u>Apt.</u> <u>Type</u>	<u>Net</u> <u>Living</u> <u>Area</u>	<u>Lanai</u> <u>Area</u>	<u>Total</u> <u>Area</u>	<u>Gross</u> <u>Floor</u> <u>Area</u>	<u>Percent</u> <u>Common</u> <u>Interest</u>
<u>The Imperial</u>						
601	A	1,239	188	1,427	1,546	.30
602	BR-M	911	197	1,108	1,217	.30
603	CR	979	94	1,073	1,152	.30
604	P	901	110	1,011	1,108	.30
605	C	979	94	1,073	1,152	.30
606	B	911	94	1,005	1,124	.30

NOTE: Apartment numbered 602 will contain a lanai of 94 square feet and a patio of 103 square feet. Apartments numbered 603, 604, 605 and 606 will contain a patio instead of a lanai. Apartment numbered 606 is designed to accommodate the handicapped.

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Net Living Area</u>	<u>Lanai Area</u>	<u>Total Area</u>	<u>Gross Floor Area</u>	<u>Percent Common Interest</u>
701	A	1,239	188	1,427	1,546	.30
702	BR	911	94	1,005	1,124	.30
703	CR	979	94	1,073	1,152	.30
704	D	947	81	1,028	1,120	.30
705	C	979	94	1,073	1,152	.30
706	B	911	94	1,005	1,124	.30
801	A	1,239	188	1,427	1,546	.30
802	BR	911	94	1,005	1,124	.30
803	CR	979	94	1,073	1,152	.30
804	D	947	81	1,028	1,120	.30
805	C	979	94	1,073	1,152	.30
806	B	911	94	1,005	1,124	.30
901	A	1,239	188	1,427	1,546	.30
902	BR	911	94	1,005	1,124	.30
903	CR	979	94	1,073	1,152	.30
904	D	947	81	1,028	1,120	.30
905	C	979	94	1,073	1,152	.30
906	B	911	94	1,005	1,124	.30
1001	A	1,239	188	1,427	1,546	.30
1002	BR	911	94	1,005	1,124	.30
1003	CR	979	94	1,073	1,152	.30
1004	D	947	81	1,028	1,120	.30
1005	C	979	94	1,073	1,152	.30
1006	B	911	94	1,005	1,124	.30
1101	A	1,239	188	1,427	1,546	.30
1102	BR	911	94	1,005	1,124	.30
1103	CR	979	94	1,073	1,152	.30
1104	D	947	81	1,028	1,120	.30
1105	C	979	94	1,073	1,152	.30
1106	B	911	94	1,005	1,124	.30
1201	A	1,239	188	1,427	1,546	.30
1202	BR	911	94	1,005	1,124	.30
1203	CR	979	94	1,073	1,152	.30
1204	D	947	81	1,028	1,120	.30
1205	C	979	94	1,073	1,152	.30
1206	B	911	94	1,005	1,124	.30
1401	A	1,239	188	1,427	1,546	.30
1402	BR	911	94	1,005	1,124	.30
1403	CR	979	94	1,073	1,152	.30
1404	D	947	81	1,028	1,120	.30
1405	C	979	94	1,073	1,152	.30
1406	B	911	94	1,005	1,124	.30
1501	A	1,239	188	1,427	1,546	.30
1502	BR	911	94	1,005	1,124	.30

NOTE: Apartments numbered 902, 906 and 1202 are designed to accommodate the handicapped.

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Net Living Area</u>	<u>Lanai Area</u>	<u>Total Area</u>	<u>Gross Floor Area</u>	<u>Percent Common Interest</u>
1503	CR	979	94	1,073	1,152	.30
1504	D	947	81	1,028	1,120	.30
1505	C	979	94	1,073	1,152	.30
1506	B	911	94	1,005	1,124	.30
1601	A	1,239	188	1,427	1,546	.30
1602	BR	911	94	1,005	1,124	.30
1603	CR	979	94	1,073	1,152	.30
1604	D	947	81	1,028	1,120	.30
1605	C	979	94	1,073	1,152	.30
1606	B	911	94	1,005	1,124	.30
1701	A	1,239	188	1,427	1,546	.30
1702	BR	911	94	1,005	1,124	.30
1703	CR	979	94	1,073	1,152	.30
1704	D	947	81	1,028	1,120	.30
1705	C	979	94	1,073	1,152	.30
1706	B	911	94	1,005	1,124	.30
1801	A	1,239	188	1,427	1,546	.30
1802	BR	911	94	1,005	1,124	.30
1803	CR	979	94	1,073	1,152	.30
1804	D	947	81	1,028	1,120	.30
1805	C	979	94	1,073	1,152	.30
1806	B	911	94	1,005	1,124	.30
1901	A	1,239	188	1,427	1,546	.30
1902	BR	911	94	1,005	1,124	.30
1903	CR	979	94	1,073	1,152	.30
1904	D	947	81	1,028	1,120	.30
1905	C	979	94	1,073	1,152	.30
1906	B	911	94	1,005	1,124	.30
2001	A	1,239	188	1,427	1,546	.30
2002	BR	911	94	1,005	1,124	.30
2003	CR	979	94	1,073	1,152	.30
2004	D	947	81	1,028	1,120	.30
2005	C	979	94	1,073	1,152	.30
2006	B	911	94	1,005	1,124	.30
2101	A	1,239	188	1,427	1,546	.30
2102	BR	911	94	1,005	1,124	.30
2103	CR	979	94	1,073	1,152	.30
2104	D	947	81	1,028	1,120	.30
2105	C	979	94	1,073	1,152	.30
2106	B	911	94	1,005	1,124	.30
2201	A	1,239	188	1,427	1,546	.30
2202	BR	911	94	1,005	1,124	.30
2203	CR	979	94	1,073	1,152	.30
2204	D	947	81	1,028	1,120	.30
2205	C	979	94	1,073	1,152	.30
2206	B	911	94	1,005	1,124	.30

NOTE: Apartment numbered 1602 is are designed to accommodate the handicapped.

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Net Living Area</u>	<u>Lanai Area</u>	<u>Total Area</u>	<u>Gross Floor Area</u>	<u>Percent Common Interest</u>
2301	A	1,239	188	1,427	1,546	.30
2302	BR	911	94	1,005	1,124	.30
2303	CR	979	94	1,073	1,152	.30
2304	D	947	81	1,028	1,120	.30
2305	C	979	94	1,073	1,152	.30
2306	B	911	94	1,005	1,124	.30
2401	A	1,239	188	1,427	1,546	.30
2402	BR	911	94	1,005	1,124	.30
2403	CR	979	94	1,073	1,152	.30
2404	D	947	81	1,028	1,120	.30
2405	C	979	94	1,073	1,152	.30
2406	B	911	94	1,005	1,124	.30
2501	A2	1,239	188	1,427	1,546	.40
2502	ER	1,086	94	1,180	1,313	.40
2503	FR	1,308	212	1,520	1,637	.40
2504	F	1,308	212	1,520	1,637	.40
2505	E	1,086	94	1,180	1,313	.40
2601	A2	1,239	188	1,427	1,546	.40
2602	ER	1,086	94	1,180	1,313	.40
2603	FR	1,308	212	1,520	1,637	.40
2604	F	1,308	212	1,520	1,637	.40
2605	E	1,086	94	1,180	1,313	.40
2701	A2	1,239	188	1,427	1,546	.40
2702	ER	1,086	94	1,180	1,313	.40
2703	FR	1,308	212	1,520	1,637	.40
2704	F	1,308	212	1,520	1,637	.40
2705	E	1,086	94	1,180	1,313	.40
2801	A2	1,239	188	1,427	1,546	.40
2802	ER	1,086	94	1,180	1,313	.40
2803	FR	1,308	212	1,520	1,637	.40
2804	F	1,308	212	1,520	1,637	.40
2805	E	1,086	94	1,180	1,313	.40
2901	A2	1,239	188	1,427	1,546	.40
2902	ER	1,086	94	1,180	1,313	.40
2903	FR	1,308	212	1,520	1,637	.40
2904	F	1,308	212	1,520	1,637	.40
2905	E	1,086	94	1,180	1,313	.40
3001	A2	1,239	188	1,427	1,546	.40
3002	ER	1,086	94	1,180	1,313	.40
3003	FR	1,308	212	1,520	1,637	.40
3004	F	1,308	212	1,520	1,637	.40
3005	E	1,086	94	1,180	1,313	.40
3101	A2	1,239	188	1,427	1,546	.40
3102	ER	1,086	94	1,180	1,313	.40
3103	FR	1,308	212	1,520	1,637	.40
3104	F	1,308	212	1,520	1,637	.40
3105	E	1,086	94	1,180	1,313	.40
3201	A2	1,239	188	1,427	1,546	.40



<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Net Living Area</u>	<u>Lanai Area</u>	<u>Total Area</u>	<u>Gross Floor Area</u>	<u>Percent Common Interest</u>
3202	ER	1,086	94	1,180	1,313	.40
3203	FR	1,308	212	1,520	1,637	.40
3204	F	1,308	212	1,520	1,637	.40
3205	E	1,086	94	1,180	1,313	.40
3301	A2	1,239	188	1,427	1,546	.40
3302	ER	1,086	94	1,180	1,313	.40
3303	FR	1,308	212	1,520	1,637	.40
3304	F	1,308	212	1,520	1,637	.40
3305	E	1,086	94	1,180	1,313	.40
3401	A2	1,239	188	1,427	1,546	.40
3402	ER-M	1,180	---	1,180	1,313	.40
3403	FR-M	1,402	118	1,520	1,637	.40
3404	F-M	1,402	118	1,520	1,637	.40
3405	E-M	1,180	---	1,180	1,313	.40
3501	G	2,473	---	2,473	2,711	.80
3502	HR	2,008	---	2,008	2,231	.80
3503	J	2,133	---	2,133	2,317	.80
3504	H	2,008	---	2,008	2,231	.80
3602	HR	2,008	---	2,008	2,231	.80
3604	H	2,008	---	2,008	2,231	.80
3701	K	2,489	256	2,745	2,955	.80
3702	HR	2,008	---	2,008	2,231	.80
3703	J	2,133	---	2,133	2,317	.80
3704	H	2,008	---	2,008	2,231	.80
3802	LR	1,957	---	1,957	2,183	.80
3804	L	1,957	---	1,957	2,183	.80
3901	M	3,853	225	4,078	4,361	1.09
3902	NR	3,293	---	3,293	3,509	1.06
3903	N	3,293	---	3,293	3,509	1.06

The Plaza

611	DD	1,492	478	1,970	2,042	.43
612	AAR	1,291	246	1,537	1,601	.43
613	AAR	1,291	246	1,537	1,601	.43
614	AAR	1,291	246	1,537	1,601	.43
615	BB	1,175	268	1,443	1,535	.43
616	CC	1,964	522	2,486	2,643	.43
617	CC-M	1,986	522	2,508	2,666	.43
618	BBR	1,175	268	1,443	1,535	.43
619	AA	1,291	246	1,537	1,601	.43
620	AA	1,291	246	1,537	1,601	.43
621	AA	1,291	246	1,537	1,601	.43

NOTE: Each of the apartments on the sixth floor of The Plaza will also contain a patio. The approximate area of the patio is included in the lanai area.

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Net Living Area</u>	<u>Lanai Area</u>	<u>Total Area</u>	<u>Gross Floor Area</u>	<u>Percent Common Interest</u>
622	EE	1,492	336	1,828	1,900	.43
811	DD	1,492	288	1,780	1,852	.43
812	AAR	1,291	144	1,435	1,499	.43
813	AAR	1,291	144	1,435	1,499	.43
814	BB	1,175	144	1,319	1,411	.43
815	CC	1,964	356	2,320	2,477	.43
816	CC-M	1,986	356	2,342	2,500	.43
817	BBR	1,175	144	1,319	1,411	.43
818	AA	1,291	144	1,435	1,499	.43
819	EE	1,492	144	1,636	1,708	.43
1011	DD	1,492	288	1,780	1,852	.43
1012	AAR	1,291	144	1,435	1,499	.43
1013	BB	1,175	144	1,319	1,411	.43
1014	CC	1,964	356	2,320	2,477	.43
1015	CC-M	1,986	356	2,342	2,500	.43
1016	BBR	1,175	144	1,319	1,411	.43
1017	EE	1,492	144	1,636	1,708	.43
1211	GG	1,698	288	1,986	2,099	.43
1212	BB	1,171	144	1,315	1,411	.43
1213	HH	1,730	279	2,009	2,139	.43
1214	JJ	1,925	279	2,204	2,361	.43
1215	FF	1,693	144	1,837	1,968	.43

The Galerie

C106	---	622	---	622	643	.23
C107	---	555	---	555	565	.21
C108	---	1,024	---	1,024	1,040	.38
C109	---	1,068	---	1,068	1,088	.39
C110	---	1,293	---	1,293	1,344	.48
C111	---	785	---	785	847	.29
C112	---	884	---	884	913	.33
C206	---	641	---	641	670	.22
C207	---	828	---	828	865	.29
C208	---	960	---	960	993	.33
C209	---	1,205	---	1,205	1,305	.42
C210	---	1,031	---	1,031	1,062	.36
C211	---	572	---	572	608	.20
C212	---	1,853	---	1,853	1,884	.65
C301	---	1,383	---	1,383	1,465	.48
C302	---	1,330	---	1,330	1,398	.46
C303	---	1,205	---	1,205	1,305	.42
C304	---	684	---	684	732	.24
C305	---	920	---	920	938	.32
C306	---	1,665	---	1,665	1,680	.58
C307	---	256	---	256	264	.09
C308	---	128	---	128	132	.04
C309	---	256	---	256	264	.09

<u>Apt. No.</u>	<u>Apt. Type</u>	<u>Net Living Area</u>	<u>Lanai Area</u>	<u>Total Area</u>	<u>Gross Floor Area</u>	<u>Percent Common Interest</u>
C310	---	256	---	256	264	.09
C311	---	128	---	128	132	.04
C312	---	256	---	256	264	.09
C401	---	1,383	---	1,383	1,465	.48
C402	---	1,330	---	1,330	1,398	.46
C403	---	1,205	---	1,205	1,305	.42
C404	---	684	---	684	732	.24
C405	---	920	---	920	938	.32
C406	---	1,665	---	1,665	1,680	.58

NOTE: The Galerie is an existing four (4) story building. The areas of the Commercial Apartments within the Galerie have not been verified. Furthermore, the Galerie will be renovated and a building permit will be required for the renovation work. Therefore, it is likely that the areas of the Commercial Apartments within the Galerie will change upon verification of such areas and/or upon any adjustments which may be made in order to obtain a building permit for the renovation work.

The Platform

C101	---	1,582	---	1,585	1,611	.57
C102	---	1,486	---	1,486	1,536	.56
C103	---	1,534	---	1,534	1,639	.57
C104	---	1,738	---	1,738	1,981	.65
C105	---	2,014	---	2,014	2,356	.75
C114	---	1,279	---	1,279	1,510	.45
C115	---	1,187	---	1,187	1,395	.43
C116	---	1,239	---	1,239	1,388	.45
C117	---	1,023	---	1,023	1,226	.37
C118	---	975	---	975	1,178	.36
C119	---	1,027	---	1,027	1,230	.37
C120	---	552	---	552	586	.20
C121	---	938	---	938	1,086	.36
C122	---	1,239	---	1,239	1,388	.45
C123	---	1,006	---	1,006	1,212	.36
C124	---	958	---	958	1,164	.35
C125	---	1,149	---	1,149	1,272	.42
C126	---	997	---	997	1,029	.38
C201	---	804	---	804	837	.28
C202	---	1,491	---	1,491	1,525	.32
C203	---	1,294	---	1,294	1,341	.48
C204	---	1,410	---	1,410	1,459	.50
C205	---	2,113	---	2,113	2,170	.75

PARKING STALL ASSIGNMENT

<u>Apartment Number</u>	<u>Parking Stall Number</u>	<u>Apartment Number</u>	<u>Parking Stall Number</u>
<u>The Imperial</u>			
601	5049C, 5050S	1201	5013C, 5040S
602	5133SM, 5144S	1202	4002HCC, 4014SM
603	5053C, 5138SM	1203	3052HCS
604	5056HCS	1204	4138S
605	5139HCS	1205	4144S
606	4033HCS	1206	4145S, 4156C
701	5134SM, 5143S	1401	4025SM, 4055S
702	5030SM	1402	3109S
703	5132SM, 5145S	1403	3108HCS
704	5137SM, 5140S	1404	5115SM, 5166S
705	5136SM, 5141S	1405	5116SM, 5165S
706	5135SM, 5142S	1406	4122C, 4146S
801	5058C, 5059S	1501	4018SM, 4051S
802	5130SM, 5150S	1502	4028SM, 4031S
803	5131SM, 5149S	1503	4062S
804	5129SM, 5151S	1504	4166S
805	5054S	1505	4157C, 4162S
806	5051S	1506	4167S
901	5062S, 5063C	1601	4013C, 4046S
902	5001HCC, 5147S	1602	4001HCC, 4161S
903	5128SM, 5152S	1603	4168S
904	4137HCS	1604	4169S
905	4056HCS	1605	4155C, 4160S
906	5002HCC, 5055HCS	1606	4112SM, 4165S
1001	4053C, 4054S	1701	4082S
1002	5031SM, 5146S	1702	4170S
1003	5060S	1703	3115S, 3125C
1004	5127SM, 5153S	1704	4124SM, 4152S
1005	5126SM, 5154S	1705	4125SM, 4151S
1006	5061S	1706	4171S
1101	4029SM, 4030S	1801	4083S
1102	5160S, 5121SM	1802	3083SM, 3136S
1103	5169S	1803	4172S
1104	5120SM, 5161S	1804	5108S
1105	5167S	1805	3116S, 3126C
1106	5168S	1806	3087SM, 3137S

<u>Apartment Number</u>	<u>Parking Stall Number</u>	<u>Apartment Number</u>	<u>Parking Stall Number</u>
1901	4017SM, 4050S	2601	3077S, 3079SM
1902	4061S	2602	3078SM, 3144S
1903	3058S	2603	3076S, 3080SM
1904	3117S, 3127C	2604	3075S, 3081SM
1905	3057S	2605	3073C, 3074S
1906	5071S, 5119SM		
		2701	5074S, 5075SM
2001	4016SM, 4049S	2702	5077S, 5114SM
2002	4153S, 4154C	2703	5078S, 5113SM
2003	3132S	2704	5079S, 5112SM
2004	3133S	2705	5109S, 5110SM
2005	3138S		
2006	3139S	2801	5080S, 5111SM
		2802	5104S, 5103C
2101	4012C, 4045S	2803	5082S, 5102C
2102	5069S, 5070C	2804	5083S, 5084SM
2103	3140S	2805	5100C, 5101S,
2104	3141S		5105S
2105	3142S		
2106	3143S	2901	5085S, 5086C
		2902	5097C, 5087S
2201	4106S	2903	5088S, 5096C
2202	5067S, 5123C	2904	5089S, 5094C
2203	5107S	2905	5090S, 5093C
2204	5068S, 5122C		
2205	3088SM, 3131S	3001	4065S, 4123C
2206	3085SM, 3134S	3002	4066S, 4067C
		3003	4068S, 4121C
2301	4105S	3004	4069S, 4120SM
2302	5018SM, 5072S	3005	4070S, 4071C
2303	5066S, 5124C		
2304	3084SM, 3135S	3101	4158S, 4119SM
2305	5106S	3102	4159S, 4118SM
2306	5064C, 5065S	3103	4072S, 4117SM
		3104	4073S, 4116SM
2401	4015SM, 4048S	3105	4074S, 4115SM
2402	5081S		
2403	5073S, 5117SM	3201	4163S, 4114SM
2404	5018SM, 5047S	3202	4164S, 4113SM
2405	5017SM, 5046S	3203	4078S, 4111SM
2406	5016SM, 5045S	3204	4079S, 4110SM
		3205	4080S, 4109SM
2501	3071S, 3072C		
2502	3070S, 3086SM	3301	4081S, 4108SM
2503	3069S, 3087SM	3302	4107C, 4173S
2504	3067C, 3068S	3303	4103C, 4104S
2505	3066S, 3090SM	3304	4101C, 4102S
		3305	4086S, 4087C

<u>Apartment Number</u>	<u>Parking Stall Number</u>	<u>Apartment Number</u>	<u>Parking Stall Number</u>
3401	4084S, 4085SM	615	4131SM, 4142S
3402	4097C, 4098S	616	4130SM, 4143S
3403	4088S, 4096C	617	4129SM, 4147S
3404	4089S, 4095C	618	4057HCS, 4058SM
3405	4093C, 4094S	619	4059C, 4060S
		620	4128SM, 4148S
3501	4006C, 4007SM, 4039S	621	4127SM, 4149S
		622	4126SM, 4150S
3502	5015SM, 5043C, 5044S	811	3128C, 3129S
3503	5014SM, 5041S, 5042C	812	3065S, 3091C
		813	3064S, 3092C
3504	5011SM, 5012C, 5039S	814	3063S, 3093C
		815	3061C, 3062S
		816	3059S, 3060C
3602	5009SM, 5010C, 5038S	817	3094C, 3124S
		818	3095SM, 3123S
3604	5008SM, 5036C, 5037S	819	3096SM, 3122S
		1011	3097SM, 3121S
3701	4075S, 4076SM, 4077C	1012	3098SM, 3120S
		1013	3099SM, 3119S
3702	4011SM, 4043S, 4044C	1014	3100SM, 3118S
		1015	3055C, 3056S
3703	5006C, 5007SM, 5035S	1016	3053HCS, 3054C
		1017	3101SM, 3114S
3704	5005SM, 5033C, 5034S	1211	3009C, 3011SM to 3028SM, 3029S, 3030S, 3040S, 3041S, 3042C, 3043C, 3044S to 3047S, 3048C, 3049C, 3050S, 3051S, 3089SM, 3102SM, 3113S, 3130S, 4019SM to 4024SM, 4026SM, 4027SM, 4047C, 4052C, 4090C to 4092C, 4099C, 4100C, 5003SM, 5004SM, 5019SM to 5029SM, 5032S, 5048C, 5052C, 5057C, 5076C,
3802	4009SM, 4010C, 4042S		
3804	4008SM, 4040C 4041S		
3901	4004SM, 4032S, 4036C		
3902	4034S, 4035C, 4003SM		
3903	4005SM, 4037C, 4038S		
<u>The Plaza</u>			
611	4135SM, 4136HCS		
612	4134SM, 4139S		
613	4133SM, 4140S		
614	4132SM, 4141S		

<u>Apartment Number</u>	<u>Parking Stall Number</u>	<u>Apartment Number</u>	<u>Parking Stall Number</u>
	5091C, 5092C, 5095C, 5098C, 5099C, 5125C, 5148S, 5155S, 5156C to 5159C, 5162S, 5163S, 5164S	C401 C402 C403 C404 C405 C406	2071SM, 2072SM 2116S, 2117S 2114S, 2115S 2073SM 2054C 2051S, 2052S, 2053S
1212	3103SM, 3112S		
1213	3104SM, 3111S		
1214	3105SM, 3110S		
1215	3106C, 3107HCS, 5052C		
		<u>The Platform</u>	
		C101	1041S, 1057C, 2009SM, 2010SM
		C102	1040C, 2007C, 2008SM
<u>The Galerie</u>			
C106	1044SM		
C107	1045SM		
C108	1046SM, 2059C	C103	1039S, 2005S, 2006C
C109	1047SM, 2060S	C104	1042S, 2004S
C110	1048SM, 2061S	C105	1043S, 2001S, 2002C, 2003S
C111	1049SM		
C112	1050S	C114	1051S, 2104S
		C115	1052S, 2082SM
C206	2055S	C116	1053S, 2103S
C207	2056C	C117	1054S, 2083SM
C208	2069SM	C118	1055S, 2102S
C209	2057S, 2058S	C119	1056S, 2084SM
C210	2067SM, 2068SM	C120	1036S
C211	2065SM, 2066SM	C121	1023S, 1035S
C212	2062SM, 2063SM, 2064SM	C122	1024S, 1034S
		C123	1025S, 1033S
		C124	1026C, 1032C 1037C
C301	2127S, 2128S		
C302	2125S, 2126S	C125	1027S, 1031C
C303	2123S, 2124S	C126	1029S, 1030S
C304	2122S		
C305	2121S	C201	3001HCS, 3002SM, 3003SM, 3004SM
C306	2118S, 2119S, 2120S	C202	3031S, 3032HCS, 3033S, 3037S, 3038S
C307	2079SM		
C308	2080SM		
C309	2081SM		
C310	2107S		
C311	2106S		
C312	2105S		

<u>Apartment Number</u>	<u>Parking Stall Number</u>
C203	1038S, 1058C, 2011S, 2012S, 2013SM to 2028SM, 2029C, 2030C, 2031S, 2032C, 2033S to 2036S, 2037C, 2038C, 2039S, 2040S, 2041C, 2042S, 2043C to 2045C, 2046S to 2049S, 2050C, 2074SM, 2075C, 2076C, 2077C, 2078C, 2085S to 2101S, 2108S, 2109C, 2110C, 2111C, 2112C, 2113S, 3009C
C204	3005SM, 3006SM, 3007SM
C205	3008C, 3034C, 3035S, 3036S

The following twenty-three (23) parking stalls are set aside for the use by guests of the residential apartments: 1001HCS, 1002HCS, 1003S, 1004HCS, 1005HCS, 1006HCS, 1007SM through 1018SM, inclusive, 1019C, 1020S, 1021C, 1022S and 1028HCS.

NOTE: The parking stalls are categorized into the following five (5) types:

1. Each parking stall having an "S" after its number is a standard stall with dimensions of approximately 8'6" x 19'.
2. Each parking stall having a "C" after its number is a compact stall with dimensions of approximately 7'6" x 16'.
3. Each parking stall having an "SM" after its number is a standard modified stall with dimensions of approximately 8'6" x 16'.
4. Each parking stall having a "HCS" after its number is a standard stall designed to accommodate the handicapped with dimensions of approximately 8' x 19'.



5. Each parking stall having a "HCC" after its number is a compact stall designed to accommodate the handicapped with dimensions of approximately 8' x 16'.

The parking stalls designed to accommodate the handicapped will be adjacent to an aisle having a width of approximately 5 feet.

There will be no parking stalls numbered 3010 and 3039 on the third floor of the platform.

The twenty-seven (27) parking stalls numbered 5140 through 5166, inclusive, on the fifth floor of the platform will be partially covered.

### COMMON ELEMENTS

The common elements shall include, but are not limited to, the following:

1. The land in fee simple.
2. All foundations, floor slabs, slabs, columns, girders, beams, supports, unfinished perimeter, party and load-bearing walls, floors and ceilings, curtain wall glass, roofs, entries, stairways, walkways, entrances and exits of the buildings.
3. All yards, grounds, planters and landscaping.
4. All pipes, cables, conduits, ducts, vents, chutes, 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, water, sewer, ventilation, refuse, radio, telephone and television signal distribution, if any.
5. All areas, rooms, spaces, structures, housings, chutes, shafts or facilities of the Project within or outside of the buildings, which are for common use or which serve more than one apartment, such as electrical rooms, maintenance, service, security, machine, mechanical and equipment rooms and the equipment, machinery and facilities therein, surveillance systems and facilities, if any, hallways, lobbies, elevators, walkways and common ways, storage areas, mail rooms, offices, social and recreational areas and facilities, fences, retaining walls, refuse collection areas, trash rooms, driveways, loading zones, parking areas and the parking stalls therein.
6. All tanks, pumps, heat pumps, motors, blowers, heaters, compressors, fans, air conditioning equipment which will include the packaged water chillers located on the roofs of the 34-story tower and the multi-story building on the 5-story platform and the packaged air cooler chiller located on the roof of the existing 4-story building, and in general, all apparatus and installations for common use, and all other parts of the Project necessary or convenient to its existence, operation, maintenance or safety and normally in common use.
7. Any and all other apparatus and installations of common use and all other parts of the property necessary or convenient to its existence, operation, maintenance and safety, or normally in common use.
8. All other parts of the Project or the buildings which are not included in the definition of an apartment.

## LIMITED COMMON ELEMENTS

Certain of the common elements are designated as "limited common elements" and are set aside and reserved for the use of certain apartments, which apartments shall have appurtenant thereto an exclusive easement for the use of such limited common elements. The limited common elements so set aside and so reserved are as follows:

1. All of the parking stalls are initially assigned to one apartment. The developer will reassign some of the parking stalls assigned to residential apartment numbered 1211 and to commercial apartment numbered C203 to other apartments in the Project as and when sales of apartments are effected to the intent and purpose that when such reassignment of parking stalls is completed, each residential apartment will have one or more parking stalls for the exclusive use of such residential apartment and each commercial apartment will have one or more parking stalls set aside and reserved for the exclusive use of such commercial apartment and/or the business guests and invitees thereof. Subject to the limitation that each apartment shall at all times have at least one parking stall appurtenant to it, apartment owners will have the right to change the assignment (but not the numbering) of parking stalls by amendment to the Declaration and the respective apartment deeds involved, such amendment to the Declaration and apartment deeds to be in writing and executed only by the owners of the apartments seeking such change (and their respective mortgagees, if any) and to be effective only upon recordation.

2. The recreation deck located on the roof of the 5-story platform consisting of a swimming pool, a spa, a sun deck and a clubhouse complex consisting of separate men's and women's restrooms and saunas, a storage room, a kitchen and a meeting room shall be appurtenant to and for the exclusive use of the residential apartments.

3. The separate men's and women's restrooms on each floor of the existing 4-story building shall be appurtenant to and for the exclusive use of the commercial apartments on such floor. The separate men's and women's restrooms on the ground floor of the 5-story platform shall be appurtenant to and for the exclusive use of the commercial apartments on the ground floor of the 5-story platform. The separate men's and women's restrooms on the third floor of the 5-story platform shall be appurtenant to and for the exclusive use of the commercial apartments on the third floor of the 5-story platform.

4. Portions of the third, fourth and fifth floors of the 5-story platform as shown on the Condominium Map will contain storage units which shall be appurtenant to and for the exclusive use of the residential apartments in the 34-story tower on the 5-story platform. A portion of the fifth floor of the 5-story platform will contain storage units which shall be appurtenant to and for the exclusive use of the residential apartments in the multi-story building on the 5-story platform. Each residential apartment shall at all times have at least one storage unit appurtenant to it.

5. The mailbox assigned to an apartment shall be appurtenant to and for the exclusive use of such apartment. Each apartment shall at all times have at least one mailbox appurtenant to it.

6. 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 or apartments to which the same are related.

ENCUMBRANCES AGAINST TITLE

A. Title Insurance Commitment issued by Security Title Corporation dated April 6, 1990, shows the following encumbrances on the land:

1. For real property taxes as may be due and owing, inquiry should be made with the Department of Finance, Real Property Assessment Division, City and County of Honolulu.

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

3. As to Lots 8, 9, 10, 11 and 12, Block 16, the possible encroachment of the existing structure on the lot adjoining Lot 8, Block 16, as mentioned in that certain Deed dated June 28, 1968, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 6130, Page 51.

4. As to the parcels of land designated on the tax map as tax map key number 2-1-49: 051:

a. Walls of the multi-story building, as well as the concrete canopy at the top of the building located on Land Court Application 374 and portion of Land Court Application 432 extend into Cooke Street, as per survey of Richard K. Kawasaki, Registered Professional Surveyor, Certificate No. 3844-S, dated March 5, 1989.

b. Wall lamps, drain pipes, electrical ductline and utility box extends into the public right-of-way along Cooke Street, as per survey of Richard K. Kawasaki, Registered Professional Surveyor, Certificate No. 3844-5, dated March 5, 1989.

NOTE: Security Union Title Insurance Company insures 725 Kapiolani Associates against loss by reason of any final judgment that any governmental agency having jurisdiction over Cooke Street shall, for the purpose of exercising the right of use or maintenance of Cooke Street, compel the removal of any portion of the Brewery Building, which may encroach onto Cooke Street.

5. As to the parcels of land designated on the tax map as tax map key numbers 2-1-49: 027 and 051:

a. Permission dated April 30, 1898, by Li Cheung and others to Frank Hustace, his heirs or assigns, to lay, relay and

maintain water pipes or mains through and upon lots at Kewalo, facing Cooke Street, or on Kawaiahao Street, as the case may be, etc., as mentioned in that certain instrument recorded as aforesaid in Liber 178, Page 118.

b. Mortgage dated July 31, 1989, made by 725 Kapiolani Associates in favor of Fukuoka Jisho Corporation, recorded as aforesaid in Liber 23470, Page 45, and also filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1654815.

c. Financing Statement dated July 31, 1989, made by 725 Kapiolani Associates in favor of Fukuoka Jisho Corporation, recorded as aforesaid in Liber 23470, Page 88.

d. Assignment of Leases dated July 31, 1989, made by 725 Kapiolani Associates in favor of Fukuoka Jisho Corporation, recorded as aforesaid in Liber 23470, Page 100.

6. As to the parcels of land designated on the tax map as tax map key numbers 2-1-49: 053 and 068:

a. Mortgage dated April 17, 1989, made by 725 Kapiolani Associates in favor of Fukuoka Jisho Corporation, recorded as aforesaid in Liber 23076, Page 10.

b. Financing Statement dated April 17, 1989, made by 725 Kapiolani Associates in favor of Fukuoka Jisho Corporation, recorded as aforesaid in Liber 23076, Page 50.

c. Additional Charge Mortgage dated July 31, 1989, made by 725 Kapiolani Associates in favor of Fukuoka Jisho Corporation, recorded as aforesaid in Liber 23470, Page 116.

7. Terms and provisions of that certain Agreement dated February 9, 1990, made by and between Hawaii Community Development Authority and Business Investment, Ltd., recorded as aforesaid as Document No. 90-024575.

8. Any and all recorded/unrecorded Leases, Subleases and Tenancy Agreements.

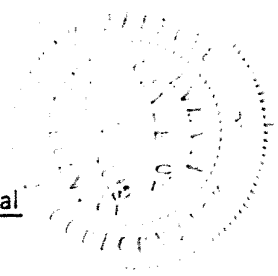
9. The covenants, agreements, obligations, conditions, easements and other provisions as contained in the Declaration of Condominium Property Regime of The Imperial Plaza dated April 4, 1990, recorded as aforesaid as Document No. 90-048554 and also filed as aforesaid as Document No. 1719508, and Condominium Map Nos. 774 and 1312.

10. Bylaws of Association of Apartment Owners of The Imperial Plaza dated April 4, 1990, recorded as aforesaid as Document No. 90-048555 and also filed as aforesaid as Document No. 1719509.

2058R

EXHIBIT F

ESTIMATE OF INITIAL MAINTENANCE FEES  
AND  
ESTIMATE OF MAINTENANCE FEE DISBURSEMENTS



Estimate of Initial Maintenance Fees:

<u>Apartment</u>	<u>Monthly Fee</u> x 12 months =	<u>Yearly Total</u>
I. <u>The Imperial</u>		
108 residential apartments on 6th through 24th floors (no 13th floor)	\$299.25 x 108 x 12	= \$387,828.00
50 residential apartments on 25th through 34th floors	\$399.00 x 50 x 12	= \$239,400.00
12 residential penthouses on 35th through 38th floors	\$798.00 x 12 x 12	= \$114,912.00
#3902, #3903	\$1057.35 x 2 x 12	= \$ 25,376.40
#3901	\$1077.30 x 1 x 12	= \$ 12,927.60
II. <u>The Plaza</u>		
33 residential apartments	\$428.93 x 33 x 12	= \$169,856.28
III. <u>The Galerie &amp; The Platform</u>		
55 commercial apartments	See Schedule 1	= \$246,699.72
		<hr/>
		TOTAL \$1,197,000.00

[x] Revised on April 5, 1990

The Real Estate Commission has not reviewed the estimates of maintenance fee assessments and disbursements for their accuracy or sufficiency.



Estimate of Maintenance Fee Disbursements:

Monthly x 12 months = Yearly Total

Utilities and Services

Air Conditioning	4,725	56,700
Electricity		
<input checked="" type="checkbox"/> common elements only	13,900	166,800
<input type="checkbox"/> common elements and apartments		
Gas	0	0
Refuse Collection	2,800	33,600
Telephone	2,550	30,600
Water and Sewer	9,000	108,000

Maintenance, Repairs and Supplies

Building	15,500	186,000
Grounds	2,625	31,500

Management

Resident Manager Unit	1,600	19,200
Management Fee	2,600	31,200
Payroll and Payroll Taxes	31,000	372,000
Office Expenses	400	4,800

Insurance	4,500	54,000
Legal	1,000	12,000

Reserves	5,400	64,800
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Taxes and Government Assessments	150	1,800
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Audit Fees	200	2,400
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Other	1,800	21,600
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99,750                      1,197,000

TOTAL

I/We, GENERAL MANAGEMENT CORPORATION, as managing agents for the condominium project, hereby certify that the above estimates of initial maintenance fee assessments and maintenance fee disbursements were prepared in accordance with generally accepted accounting principles.

Maria D. Krueger  
Secretary  
Date: April 5, 1990



SUMMARY OF PROVISIONS OF THE SALES CONTRACT

The Sales Contract establishes the developer's willingness to sell and a buyer's willingness to purchase an apartment.

Among other provisions, the Sales Contract includes the following:

1. Each Sales Contract executed prior to the issuance of a Final Public Report for the Project shall constitute a "reservation" and not a "binding contract" for the purchase of an apartment.

2. The developer may cancel the Sales Contract if the buyer's application for eligibility for a mortgage loan is rejected or not preliminarily approved within thirty (30) days after application.

3. The buyer will pay for the following closing costs: acknowledgments of buyer's signatures on all documents, cost of credit reports, drafting of buyer's mortgage, mortgage insurance premiums, financing and other fees in connection with buyer's mortgage, title insurance, recording fees not paid by the developer, and one-half of the escrow fees.

4. The developer makes no warranties, express or implied, with respect to the apartments, the Project, or consumer products or other things installed therein, including warranties of merchantability, habitability, workmanlike construction, or fitness for a particular purpose.

5. The developer and its agent have no program at this time nor is any program planned or contemplated to offer a rental service of any kind to the owners of apartments in the Project, either individually or in any form of pooling arrangement, or by a third-party designated or arranged for by the developer, nor have any representations been made by the developer or its agent as to the feasibility of renting the apartment, or otherwise generating income or deriving any other economic benefit from ownership of the apartment. The developer and its agent have made no representations (nor is anyone authorized to do so) contrary to this paragraph with respect to either benefits to be derived from the rentals or other tax treatment of any buyer of an apartment.

6. The buyer agrees that the developer shall have the right to conduct construction activities for the construction and/or completion of improvements to and for correction of defects in the Project, and such rights shall terminate 24 months after the

later of (a) the date of filing in the Office of the Assistant Registrar of the Land Court of the State of Hawaii and the recording in the Bureau of Conveyances of the State of Hawaii of the first Apartment Deed to an apartment in the Project, or (b) "substantial completion" (as the term is used in Chapter 507, Part II, Hawaii Revised Statutes) of the improvements to be constructed, completed or corrected.

7. The buyer further agrees that the developer shall have the right to conduct extensive sales activities on the Project, including the use of model apartments, sales management offices, parking stalls with the exclusive control of the developer for parking for prospective buyers, and extensive sales displays and activities until the closing of the sale of the last unsold apartment in the Project; provided that such sales activities are conducted in an unobtrusive manner which will not unreasonably interfere with the use, possession and aesthetic enjoyment of the Project by the buyer.

8. The buyer is advised that the developer intends to pre-close Sales Contracts by having all documents and funds necessary for final closing signed and deposited with Escrow prior to the date set for final closing and the buyer agrees to sign all necessary documents, including buyer's mortgage and escrow instructions, and deposit all monies required for final closing. If buyer does not sign all documents and deposit the necessary monies in escrow as aforesaid within 5 days after the developer has requested the buyer to do so, the developer will have the option to assess the buyer the costs and damages arising out of such delay.

9. The buyer agrees that his rights under the Sales Contract is subordinated to a mortgagee who makes a construction loan for the Project. This does not mean that the buyer is or will be in any way responsible for the payment of such loan. It merely means that if the fee owner defaults under the construction loan mortgage before the apartment is conveyed to the buyer (i.e. before final closing of the Sales Contract) and the mortgagee forecloses the mortgage, the Sales Contract which the buyer has signed for the purchase of an apartment may or may not be honored by the mortgagee. What will determine the action of the mortgagee in such a case will depend upon all of the circumstances then existing and cannot be predicted at this time. If the fee owner defaults after the apartment is conveyed to the buyer (i.e. after final closing of the Sales Contract), buyer's interest in the apartment will not be affected at all.

The foregoing are only excerpts from certain paragraphs in the Sales Contract. It is incumbent upon the prospective buyer to read the entire Sales Contract with care.

Each buyer of a commercial apartment will also be given a Disclosure Statement for Commercial Apartments, which will require buyer to agree to certain matters including the following:

(i) Prior to commencing any work in the commercial apartment, buyer must obtain the developer's approval of a space plan for the commercial apartment. The space plan must be prepared by buyer's architect, and buyer will be solely responsible to pay for the costs of the space plan and any changes to the space plan.

(ii) The installations for the commercial apartment shall be limited to the installation of all pipes, ducts, conduits and wires up to the perimeter or party walls, floors and/or ceilings surrounding the commercial apartment in order to furnish air conditioning, electricity, water and ventilation outlets to the commercial apartment. Buyer shall install at buyer's own cost and expense all installations over and above the installations described in the preceding sentence.

(iii) Buyer must state the purpose or purposes for which the commercial apartment will be used, and buyer will not use the commercial apartment for any other purpose. If buyer desires to change the use of the commercial apartment, buyer must obtain prior written permission from either the developer (prior to the appointment of the Merchants Committee) or the Merchants Committee after its appointment by the Board of Directors of the Association.

(iv) Buyer will be required to purchase one parking stall for each and every 500 square feet of gross floor area within the commercial apartment (provided, however, that if the commercial apartment shall have a gross floor area of less than 500 square feet, buyer shall be required to purchase one parking stall), which parking stall or stalls shall be set aside and reserved for the exclusive use of the business guests and invitees of all commercial apartments. The Bylaws and the Building Rules shall govern the maintenance and use of the parking stalls so set aside and reserved for the exclusive use of such business guests and invitees. If buyer desires to have one or more parking stalls set aside and reserved for the exclusive use of the commercial apartment, buyer must purchase such parking stall or stalls separately.

The foregoing are only excerpts from certain paragraphs in the Disclosure Statement for Commercial Apartments. It is incumbent upon the prospective buyer of a commercial apartment to read the entire Disclosure Statement for Commercial Apartments with care.

Certain buyers of ground floor commercial apartments within the 5-story platform will be given the option to construct, at buyer's sole expense, bathroom facilities within the commercial apartments. These buyers will have an addendum attached to the Sales Contract. A copy of the Addendum is available for inspection at the Real Estate Commission.

SUMMARY OF PROVISIONS OF THE ESCROW AGREEMENT

The Escrow Agreement establishes how the proceeds from the sale of the apartments are placed in trust as well as the retention and disbursements of said funds.

Among other provisions, the Escrow Agreement includes the following:

1. Escrow shall deposit any or all funds received and held in escrow in interest bearing accounts in federally-insured savings and loan institutions or federally-insured banking institutions designated by the developer or may use such funds for the purchase of time certificates. Any and all interest earned on such funds during the holding thereof shall accrue to the credit of the developer in accordance with the agreements and instructions contained in the Sales Contracts.

2. Subject to such deductions as may be provided in the Sales Contract and the escrow cancellation fee, the buyer shall be entitled to a return of his funds, and Escrow shall pay such funds to such buyer, if one of the following has occurred:

(a) The developer notifies Escrow to return to the buyer the funds of the buyer then being held thereunder by Escrow; or

(b) The developer notifies Escrow of the developer's exercise of the option to rescind the Sales Contract pursuant to any right of rescission stated therein or otherwise available to the developer; or

(c) The conditions provided for a refund under Sections 514A-62, 514A-63 or 514A-105 of the Condominium Property Act (as amended on the date upon which the Sales Contract becomes binding and effective) have been met, and written notice thereof has been provided to the developer, and the developer and the buyer shall advise Escrow to refund buyer's funds.

Upon the return of said funds to the buyer as aforesaid, Escrow shall return to the developer such buyer's Sales Contract and any conveyancing documents theretofore delivered to Escrow pursuant to such Sales Contract; and thereupon neither the developer nor the buyer shall be obligated under the Sales Contract.

3. Escrow shall make no disbursements of any buyer's funds, except by way of refunds thereof as provided above, until such

buyer's Sales Contract has "become effective" and the requirements of Section 514A-39, 514-62 and 514A-63 of the Condominium Property Act have been met. No disbursements of any buyer's funds shall be made by Escrow for payments of construction costs unless bills are submitted with the request for such disbursements which have been approved or certified for payment by the mortgagee or a financially disinterested person.

4. Subject to the provisions of paragraphs 2 and 3 above, and upon written request of the developer, disbursements of buyer's funds shall be made by Escrow from time to time to pay for construction costs in proportion to the valuation of the work completed by the contractor as certified by a registered architect or professional engineer, and approved by the mortgagee, and to pay for architectural, engineering, finance and legal fees and other incidental expenses of the Project as approved by the mortgagee. No disbursements of any buyer's funds shall be made from the balance of the escrow funds after payment of the foregoing costs until Escrow receives satisfactory evidence that all mechanics' and materialmen's liens have been cleared, unless sufficient funds are set aside for any bona fide dispute.

The foregoing are only summaries of certain provisions in the Escrow Agreement. It is incumbent upon the prospective buyer to read the entire Escrow Agreement with care.



OFFICERS OF DEVELOPER

<u>Name</u>	<u>Title</u>	<u>Address</u>
Colin de Silva	President	Suite 2700, Pacific Tower 1001 Bishop Street Honolulu, HI 96813
Kaye Hall	1st Vice President and Secretary	Suite 2700, Pacific Tower 1001 Bishop Street Honolulu, HI 96813
Margaret Smith	Vice President and Treasurer	Suite 2700, Pacific Tower 1001 Bishop Street Honolulu, HI 96813
Ranita Le Grande	Vice President	Suite 2700, Pacific Tower 1001 Bishop Street Honolulu, HI 96813
Cheryl Brendle	Vice President	Suite 2700, Pacific Tower 1001 Bishop Street Honolulu, HI 96813

REAL ESTATE SALES AGENTS

<u>Name</u>	<u>Business Address</u>	<u>Business Phone</u>
Business Investment, Ltd. Real Estate Division Ranita Le Grande, Principal Broker	Suite 2700, Pacific Tower 1001 Bishop Street Honolulu, HI 96813	536-1082
Virginia Epley-Sprinkle, dba Century 21 Kahala Hale	4400 Kalaniana'ole Hwy., Suite C21 Honolulu, HI 96821	735-7888
Vivia B. Lee Realtor, Inc. Vivia Lee, Principal Broker	Suite 2700, Pacific Tower 1001 Bishop Street Honolulu, HI 96813	524-1818
Julie T. Itchner, dba Julie Itchner Realty	1210 Queen St., Suite 14 Honolulu, HI 96814	528-3320
Alfred Jussel, dba Jussel Realty	4614 Kilauea Ave., Suite 378 Honolulu, HI 96816	734-6730
Bradley Properties, Ltd. Penny Bradley, Principal Broker	1177 Kapiolani Boulevard Honolulu, HI 96814	523-0456