

**AMENDMENT 1 TO
DEVELOPER'S PUBLIC REPORT
FOR A CONDOMINIUM**

CONDOMINIUM PROJECT NAME:	NOHONA III AT KAPOLEI – PHASE II
PROJECT ADDRESS:	Kama`aha Loop Kapolei, Hawaii 96707
REGISTRATION NUMBER:	7317
EFFECTIVE DATE OF REPORT:	April 9, 2013
THIS AMENDMENT:	<input checked="" type="checkbox"/> Must be read together with <input checked="" type="checkbox"/> Developer's Public Report dated <u>November 29, 2012</u> <input type="checkbox"/> Amended Report dated _____ <input type="checkbox"/> Supersedes all prior amendments: Includes all prior amendment(s) and <u>must</u> be read together with <input type="checkbox"/> Developer's Public Report dated _____ <input type="checkbox"/> Amended Report dated _____
DEVELOPER(S):	Castle & Cooke Homes Hawaii, Inc.

Preparation of this Amendment

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

The law defines "material change" as used in parts IV and V of Chapter 514B, HRS means any change that directly, substantially, and adversely affects the use or value of (1) A purchaser's unit or appurtenant limited common elements; or (2) Those amenities of the project available for the purchaser's use.

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

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

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

This Amendment has not been prepared or issued by the Real Estate Commission or any other governmental agency. The issuance by the Commission of an effective date for this amendment to the Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project; (2) does not mean that the Commission thinks that either all material facts, material changes, or pertinent changes about the project have been fully or adequately disclosed; and (3) is not the Commission's judgment of the value or merits of the project.

The law defines "material facts" to mean any fact, defect, or condition, past or present that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale.

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

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

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

Summary of Changes from Earlier Developer's Public Report:

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

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

In order to qualify the Project for Veterans Administration insured loans made on the security of the units within the Project, the Developer is required to make certain amendments to the Declaration of Condominium Property Regime of Nohona III at Kapolei – Phase II (the "Declaration") and the By-Laws of the Association of Unit Owners of Nohona III at Kapolei – Phase II (the "By-Laws"). The Declaration provides that the Developer reserves the right to amend the Declaration and the By-Laws, without the approval, consent or joinder of any purchaser of a unit or any of the persons then owning or leasing any unit, to make such amendments as may be required by any purchaser, insurer or guarantor of loans to enable it to purchase, insure or guarantee a loan made on the security of the Project or any of the units, or by any governmental agency. Pursuant to these reserved rights under the Declaration, the Developer filed (a) that certain First Amendment to Declaration of Condominium Property Regime of Nohona III at Kapolei – Phase II dated March 21, 2013, in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-8480255, and (b) that certain First Amendment to By-Laws of the Association of Unit Owners of Nohona III at Kapolei – Phase II dated March 21, 2013, in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-8480256.

The Developer also has obtained an updated title report of the land of the Project, dated March 21, 2013, a copy of which has been submitted to the Commission.

The Special Attention section of the Public Report has been revised to add additional disclosures in Sections G and H. Page 5 of the Public Report has been revised to reflect the date of the updated title report. Page 10 of the Public Report has been revised to reflect the First Amendment to Declaration of Condominium Property Regime and the First Amendment to By-Laws of the Association of Unit Owners. Page 11 of the Public Report has been revised to provide that the Developer may make amendments to the Declaration, By-Laws and Condominium Map as may be required by purchasers, insurers or guarantors of loans, referring specifically to the Department of Veterans Affairs as one of such purchasers, insurers or guarantors of loans. Exhibit G of the Public Report, Encumbrances Against Title, has been revised to reflect the updated encumbrances against title as shown on the updated title report. Exhibit H of the Public Report, Officers of the Developer, Etc., has been revised to reflect the current officers and directors of the Developer. The revised Special Attention section and revised pages 5, 10, 11 and Exhibits G and H are attached to this Amendment to Public Report.

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

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Changes continued:

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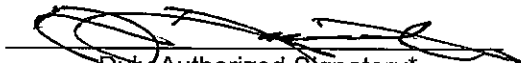
The Developer declares subject to the penalties set forth in Section 514B-69, HRS that this project continues to conform to the existing underlying county zoning for the project, zoning and building ordinances and codes and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a) (13), HRS.

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report as amended, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report as amended, along with the requirements to cure any violation, and Section 5.5 specifies the date by which the cure will be completed.

The Developer hereby certifies that all the information contained in this report as amended and the exhibits attached to this report (if any) as amended and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information and belief, true, correct and complete. The Developer hereby agrees promptly to amend this report as amended to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report and to file annually a report to update the material contained in this report as amended at least 30 days prior to the anniversary date of the effective date of this report.

Castle & Cooke Homes Hawaii, Inc.

Printed Name of Developer



Duty Authorized Signatory*

APR - 2 2013

Date

W. Bruce Barrett, Executive Vice President

Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

***Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.**

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SPECIAL ATTENTION

A. DEVELOPMENT AGREEMENT WITH HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION. The Developer and the Hawaii Housing Finance and Development Corporation ("HHFDC") have entered into that certain Development Agreement relating to the Project.

B. AFFORDABLE UNITS. Pursuant to the Development Agreement, the Developer is developing the Project with assistance from HHFDC for the purpose of providing housing opportunities for qualified buyers. The details of the housing program have been established by HHFDC and include the selection of units in accordance with a Property Selection Number ("PSN") list to be established by HHFDC. Applicants will be ranked on the PSN list according to household size, preferences established by HHFDC and public drawing number.

1. The transfer of a unit to buyer will be made subject to (and the Limited Warranty Condominium Unit Deed will so provide) certain restrictions, including without limitation: (a) restrictions on use, sale and transfer of the unit pursuant to Sections 201H-47, 48, 49, 50 and 51 of the Hawaii Revised Statutes, as amended, which provide for, among other things, a first option in favor of HHFDC to purchase the unit for a period of 10 years in the event buyer wishes to sell and/or transfer the unit, whether by lease, assignment of lease, deed or agreement of sale, or in the event buyer violates a covenant requiring buyer to occupy the unit ("HHFDC's Use, Sale and Transfer Restrictions"); and (b) a shared appreciation equity program under which HHFDC would be entitled to a percentage share of the unit's appreciation in value.

2. As an express condition for purchasing a unit, each buyer must complete the Home Ownership Counseling Program approved by HHFDC prior to the closing of the purchase of their unit. A Certificate of Completion shall be provided to escrow, a copy of which escrow shall provide to HHFDC, together with other closing documents.

The units offered for sale with the foregoing restrictions are referred to as "Affordable Units". See Exhibit J, paragraph 3, and the Limited Warranty Condominium Unit Deed.

C. SALES TO OWNER-OCCUPANTS. HHFDC has confirmed to the Commission that the Project is being developed pursuant to Chapter 201H of the Hawaii Revised Statutes, as amended, the successor statute to Chapter 201G of the Hawaii Revised Statutes, as amended, and that it is a project for which HHFDC has imposed eligibility requirements and preferences. As such, Part V.B. of Chapter 514B of the Hawaii Revised Statutes, as amended, does not apply to the Project.

D. MARKET UNITS. If agreed to by HHFDC, there is a possibility that the Developer may offer for sale a certain number of units in the Project, to qualified residents pursuant to Section 201H-32 of the Hawaii Revised Statutes, as amended, free of (1) certain eligibility requirements applicable to purchasers of Affordable Units, (2) HHFDC's Use, Sale and Transfer Restrictions, (3) a shared appreciation equity program, and (4) the home ownership counseling program requirement. The units offered for sale without the foregoing restrictions are hereinafter referred to as "Market Units".

1. The Developer has imposed certain restrictions on the use and transfer of the Market Units. The transfer of a Market Unit to a buyer will be made subject to (and the Limited Warranty Condominium Unit Deed will so provide) certain restrictions on use and transfer of the unit, including without limitation: (a) a requirement that the unit be used as the buyer's primary residence for at least 12 months after the recordation of the Limited Warranty Condominium Unit Deed; (b) a requirement that the buyer may not within 12 months after the date of recordation of the Limited Warranty Condominium Unit Deed for the unit (the "Market Unit Occupancy Period"), convey, reconvey, license, lease or sublease the unit to any person or entity or otherwise part with possession of the unit or assign or convey any right, title or interest in or to the unit, without Developer's prior written consent, which consent may be withheld or given for any or no reason in Developer's sole and absolute discretion; and (c) a first option to purchase the unit at a designated price, in favor of Developer in the event buyer violates the covenant requiring the

buyer to occupy the unit as buyer's primary residence during the Market Unit Occupancy Period, or if the buyer attempts to transfer the unit to any other person or entity during the Market Unit Occupancy Period.

2. Such option to repurchase the Market Unit shall be exercisable at any time during or after the Market Unit Occupancy Period by written notice given by Developer to the buyer, and the closing for the repurchase of the unit shall occur within 30 days after such written notice is delivered.

3. If the buyer transfers the Market Unit before Developer exercises its option to repurchase the unit, and if it is shown that buyer did not continuously use the unit as the buyer's primary residence during the Market Unit Occupancy Period, or that the Property was transferred by buyer during the Market Unit Occupancy Period without Developer's consent, then, in addition to any other remedies available to Developer, the Developer shall be entitled to recover from buyer an amount of money equal to the cash price or other consideration the buyer received or is entitled to receive upon or as a result of the transfer of the unit (or the fair market value of any other consideration received by the buyer if other than cash), less, in the event the buyer transferred the unit by sale, the purchase price which would be payable by Developer under the option.

See Exhibit J, paragraph 4, and the Limited Warranty Condominium Unit Deed.

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

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

G. DEVELOPER CONTROL PERIOD. The Developer will control the Association of Unit Owners for a specified period of time. This period of time, as described in the Project's By-Laws of the Association of Unit Owners, will be until the Board of Directors of the Association is elected at the first annual meeting of the Association, but in no event later than seven (7) years from the date of recordation of the Project's Declaration of Condominium Property Regime. The first meeting shall be held no later than the first to occur of (1) 180 days after filing of the first unit conveyance, provided that 40% or more of the Project has been sold and recorded, or (2) 120 days after the date 75% of the total number of units has been sold and recorded.

H. PROPERTY AND LIABILITY INSURANCE. The Project's Declaration of Condominium Property Regime provides that the Association of Unit Owners, at its common expense, will purchase and maintain certain insurance for the Project, including, property insurance on the common elements, and commercial general liability insurance for claims and liabilities arising in connection with the ownership, existence, use or management of the Project. Unit owners may insure their unit, the limited common elements appurtenant thereto, and the contents thereof for their own benefit and at their own expense.

The prospective buyer is cautioned to carefully review this Public Report and the documents filed at the Developer's Sales Office in connection with the Project for further information in connection with the foregoing.

1.9 Common Elements

<p>Common Elements: Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.</p>	
<p>Described in Exhibit <u>E</u>.</p>	
<p>Described as follows:</p>	
Common Element	Number
Elevators	0
Stairways	5 in each building
Trash Chutes	0

1.10 Limited Common Elements

<p>Limited Common Elements: A limited common element is a portion of the common elements that is reserved for the exclusive use of one or more but fewer than all units in the project.</p>
<p>Described in Exhibit <u>F</u>.</p>
<p>Described as follows:</p>
<p> </p>

1.11 Special Use Restrictions

<p>The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.</p>	
<input checked="" type="checkbox"/>	<p>Pets: No animals allowed, except that dogs, cats and other household pets (as determined by the Board of Directors) in reasonable number and size as determined by the Board of Directors (but not to exceed a total of 2 such animals per unit) may be kept in the unit and/or the yard area, if any, appurtenant to such unit. See Article VI, Section 5(i) of the By-Laws.</p>
<input type="checkbox"/>	<p>Number of Occupants:</p>
<input checked="" type="checkbox"/>	<p>Other: Ask to see "Rules & Regulations" (House Rules) regarding other possible restrictions. Also see owner-occupancy requirements noted on pages 1a and 1b of this Report.</p>
<input type="checkbox"/>	<p>There are no special use restrictions.</p>

1.12 Encumbrances Against Title

<p>An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).</p>
<p>Exhibit <u>G</u> describes the encumbrances against title contained in the title report described below.</p>
<p>Date of the title report: March 21, 2013</p>
<p>Company that issued the title report: Title Guaranty of Hawaii, Incorporated</p>

3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), the Declaration, Bylaws and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

3.1 Declaration of Condominium Property Regime

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	November 7, 2012	T-8347502

Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	March 21, 2013	T-8480255

3.2 Bylaws of the Association of Unit Owners

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

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	November 7, 2012	T-8347503

Amendments to Bylaws of the Association of Unit Owners

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	March 21, 2013	T-8480256

3.3 Condominium Map

The Condominium Map contains a site plan and floor plans, elevations and layout of the condominium project. It also shows the floor plan, unit number and dimensions of each unit.

Land Court Map Number	2182
Bureau of Conveyances Map Number	
Dates of Recordation of Amendments to the Condominium Map:	

3.4 House Rules

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

The House Rules for this project:		
Are Proposed	<input type="checkbox"/>	
Have Been Adopted and Date of Adoption	<input checked="" type="checkbox"/>	November 7, 2012
Developer does not plan to adopt House Rules	<input type="checkbox"/>	

3.5 Changes to the Condominium Documents

Changes to Condominium Documents: Changes to the Declaration, Bylaws and Condominium Map are effective only if they are duly adopted and recorded. Where permitted, the minimum percentages of the common interest that must vote for or give written consent to changes to the Declaration, Bylaws and Condominium Map are set forth below. The percentages for any individual condominium project may be more than the minimum set by law if the Declaration or Bylaws for the project so provide.

Document	Minimum Set by Law	This Condominium
Declaration	67%	67%
Bylaws	67%	67%

3.6 Rights Reserved by the Developer to Make Changes to the Condominium Project or Condominium Documents

<input type="checkbox"/>	No rights have been reserved to the Developer to change the Declaration, Bylaws, Condominium Map or House Rules (if any).
<input checked="" type="checkbox"/>	<p>Developer has reserved the right to change the Declaration, Bylaws, Condominium Map and House rules (if any) and to add to or merge the project or to develop the project in one or more phases, and such rights are summarized as follows:</p> <p>The Developer may amend the Declaration, By-Laws and Condominium Map (a) at any time prior to the filing of unit conveyances with respect to all of the units, in favor of parties not signatory to the Declaration; (b) to make any amendments required by law, by the Real Estate Commission of the State of Hawaii, by any title insurer issuing title insurance on the Project or any of the units, by any institutional lender lending funds on the security of the Project or any of the units, by any purchaser, insurer or guarantor of loans, including, for example, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Department of Veterans Affairs, to enable it to purchase, insure or guarantee a loan made on the security of the Project or any of the units, or by any governmental agency; (c) to file the "as built" statement required by the Condominium Property Act; (d) to reflect alterations of the Project which the Developer is permitted to make pursuant to Paragraph 3 of Section R of the Declaration; and (e) at any time to effect the changes provided in the Declaration of Merger of Condominium Phases referred to in Section S of the Declaration, including the right to merge the Project with one or more condominium projects located or to be located on lands (or a portion or portions thereof) in the vicinity of the Project site.</p>

PUBLIC REPORT ON
NOHONA III AT KAPOLEI – PHASE II

EXHIBIT G

ENCUMBRANCES AGAINST TITLE

1. For any real property taxes that may be due and owing, reference is made to the Office of the Tax Assessor of the City and County of Honolulu
2. Mineral and water rights of any nature in favor of the State of Hawaii.
3. Housing Finance and Development Corporation – Campbell Estate, Kapolei Village Condemnation Agreement, effective as of April 11, 1989, filed as Document No. 1650349, and also recorded in Liber 23409 at Page 224, by and among the State of Hawaii by its Board of Land and Natural Resources, Housing Finance and Development Corporation, a public body and a body corporate and politic, the State of Hawaii Department of Transportation, an executive department of the State of Hawaii, and F. E. Trotter, Inc., W. H. McVay, Inc., P. R. Cassidy, Inc. and H. C. Cornuelle, Inc., all Hawaii professional corporations, the duly appointed, qualified and acting Trustees under the Will and of the Estate of James Campbell, Deceased, acting in their fiduciary and not in their individual corporate capacities.
4. Quitclaim Deed dated January 3, 1990 and June 20, 1990, filed as Document No. 1696820.
5. Declaration of Conditions Imposed by the Land Use Commission dated June 6, 1990, filed as Document No. 1736622, as amended by instrument dated February 6, 1992, filed as Document No. 1888121.
6. The restrictions on use and other restrictions and all other of the covenants, agreements, obligations, conditions, reservations, easements and other provisions set forth in Declaration of Covenants, Conditions and Restrictions, Villages of Kapolei dated July 26, 1990, filed as Document No. 1752834, as amended and restated, including, without limitation, the following: Restated Declaration of Covenants, Conditions and Restrictions, Villages of Kapolei dated September 30, 1994, filed as Document No. 2199063; Second Restated Declaration of Covenants, Conditions and Restrictions, Villages of Kapolei dated February 16, 1995, filed as Document No. 2238460; Third Restated Declaration of Covenants, Conditions and Restrictions, Villages of Kapolei; and Amendment of First Supplemental Declaration of Covenants, Conditions and Restrictions for Iwalani Village – Village V of the Villages of Kapolei dated March 23, 1999, filed as Document

No. 2620834; and Annexation instrument dated September 26, 2012, filed as Document No. T-8305374.

7. Unilateral Agreement and Declaration for Conditional Zoning dated March 6, 2001, filed as Document No. 2689090.
8. Unilateral Agreement and Declaration for Conditional Zoning dated March 6, 2001, recorded as Document No. 2001-032622.
9. Memorandum of Agreement dated November 27, 2002, recorded as Document No. 2005-068465.
10. Quitclaim Deed dated May 27, 2009, filed as Document No. 3862338.
11. Designation of Easement 10719 for utility purposes, as shown on Map 1563, as set forth by Land Court Order No. T-8271291, filed August 24, 2012.
12. Designation of Easement 10722 for access and utility purposes, as shown on Map 1563, as set forth by Land Court Order No. T-8271291, filed August 24, 2012.
13. Designation of Easement 10730 for parking purposes, as shown on Map 1563, as set forth by Land Court Order No. T-8271291, filed August 24, 2012.
14. Designation of Easement 10731 for utility purposes, as shown on Map 1563, as set forth by Land Court Order No. T-8271291, filed August 24, 2012.
15. Declaration of Easement dated August 27, 2012, filed as Document No. T-8275340.
16. Grant dated August 27, 2012, filed as Document No. T-8282022, by Castle & Cooke Homes Hawaii, Inc., as Grantor, in favor of Hawaiian Electric Company, Inc., as Grantee, of a perpetual right and easement to construct, reconstruct, operate, maintain, access, repair and remove transformer vaults, underground wire lines and such other appliances and equipment as may be necessary for the transmission and distribution of electricity.
17. Memorandum of Development Agreement dated September 26, 2012, filed as Document No. T-8305375, as amended from time to time.
18. Declaration of Merger of Condominium Phases dated September 26, 2012, filed as Document No. T-8305377, as amended from time to time.
19. Agreement for Issuance of Conditional Use Permit Under Section 21-5.380 of the Land Use Ordinance (LUO) dated October 17, 2012, filed as Document No. T-8325375.

20. Condominium Map No. 2182, as amended from time to time.
21. Declaration of Condominium Property Regime of Nohona III at Kapolei – Phase II dated November 7, 2012, filed as Document No. T-8347502, as amended by First Amendment to Declaration of Condominium Property Regime of Nohona III at Kapolei – Phase II dated March 21, 2013, filed as Document No. T-8480255, as further amended from time to time.
22. By-Laws of the Association of Unit Owners of Nohona III at Kapolei – Phase II dated November 7, 2012, filed as Document No. T-8347503, as amended by First Amendment to By-Laws of the Association of Unit Owners of Nohona III at Kapolei – Phase II dated March 21, 2013, filed as Document No. T-8480256, as further amended from time to time.
23. Financing Statement recorded as Document No. A-47441130, by Castle & Cooke Homes Hawaii, Inc., as Debtor, and Wells Fargo Bank, National Association, as collateral agent, as Secured Party.

Related collateral description was filed on February 19, 2013, as Document No. A-47980930.

24. Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Statement dated February 11, 2013, filed as Document No. T-8452206, made by Castle & Cooke Homes Hawaii, Inc., a Hawaii corporation, as Mortgagor, in favor of Wells Fargo Bank, National Association, a national association, as “Administrative Agent” for itself, the “Issuing Bank”, the “Swingline Lender” and the “Lenders” under the Credit Agreement dated as of December 19, 2012.

Consent given by Hawaii Housing Finance and Development Corporation, a public body and a body corporate and politic of the State of Hawaii, by instrument dated --- (acknowledged February 7, 2013), filed as Document No. T-8452207.

25. Assignment of Leases and Rents dated February 11, 2013, recorded as Document No. A-48000444, made by and between Castle & Cooke Homes Hawaii, Inc., a Hawaii corporation, “Assignor”, and Wells Fargo Bank, National Association, as “Administrative Agent” for itself, the “Issuing Bank”, the “Swingline Lender” and the other “Lenders” under the Credit Agreement dated as of December 19, 2012, “Assignee”.

Consent given by Hawaii Housing Finance and Development Corporation, a public body and a body corporate and politic of the State of Hawaii, by instrument dated --- (acknowledged February 7, 2013), filed as Document No. A-48000445.

PUBLIC REPORT ON
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EXHIBIT H

OFFICERS OF THE DEVELOPER, ETC.

1. The Developer is a Hawaii corporation. The names of the officers and directors of the Developer are as follows:

David H. Murdock	Chief Executive Officer
Harry A. Saunders	President and Director
Scott A. Griswold	Executive Vice President – Finance and Director
Roberta Wieman	Executive Vice President of Administration and Director
William Bruce Barrett	Executive Vice President - Residential Operations
Richard K. Mirikitani	Senior Vice President and Secretary
Jon Uchiyama	Senior Vice President, Controller and Assistant Secretary
Arnold C. Savrann	Senior Vice President - Architecture
Craig Walker	Vice President and Assistant Secretary
Tony Marlow	Vice President and Assistant Secretary
Gary Wong	Vice President and Chief Financial Officer
Philip M. Young	Vice President - Human Resources
Douglas E. Pearson	Vice President - Construction
Carleton Ching	Vice President – Community & Government Relations
Richard R. Anzai	Assistant Controller and Assistant Secretary
Garret H. Furukido	Assistant Secretary
Christine Dzwonczyk	Vice President and Treasurer
Troy T. Fukuhara	Vice President and Assistant Secretary

2. Castle & Cooke Homes Hawaii, Inc. is the general contractor for the Project. The Hawaii licensed Responsible Managing Employee for Castle & Cooke Homes Hawaii, Inc., as general contractor for the Project, is Douglas Pearson (Hawaii Contractor's License No. BC26533).

3. Castle & Cooke Homes Hawaii, Inc. is the real estate broker for the Project.