

**KEAWE BUSINESS CENTER ULUPONO SHOWROOMS  
DEPOSIT RECEIPT AND SALES CONTRACT**

This contract is made by and between LAHAINA COMMERCIAL CENTER, LLC, a limited liability company, whose business and post office address is 3103 West Coast Highway, Suite 308, Newport Beach, CA 92663 hereinafter referred to as the "Seller", and the "Buyer" named in Article III below, and shall be effective upon the date of its execution by the Seller, subject to the terms and conditions set forth in this contract and the provisions of the Condominium Property Act, Chapter 514B, Hawaii Revised Statutes, as amended.

**I. DESCRIPTION OF PROPERTY COVERED BY THIS CONTRACT:**

Project: Keawe Business Center Ulupono Showrooms Tax Map Key: (2) 4-5-10-53

Unit(s) No.(s) \_\_\_\_\_

Unit type, Common Interest Percentage: Undivided Interest in Common Elements: See Exhibit "B"

Assigned parking spaces(s): \_\_\_\_\_.

Buyer's business use of the unit: \_\_\_\_\_.

Buyer's choice of Door Option: \_\_\_\_\_.

**II. PURCHASE PRICE: \$ \_\_\_\_\_**

PAYMENTS:

Payment A: Initial deposit on signing. \$ \_\_\_\_\_

Payment B: Additional deposit within 15 days of Escrow's notice to Buyer that Seller has accepted this contract and that this contract has become effective. \$ \_\_\_\_\_

Payment C: Balance at closing by way of cash. \$ \_\_\_\_\_

Proceeds of Buyer's mortgage loan: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

Additional Payments at closing:

Condominium Association start-up: \$ \_\_\_\_\_

2 months maintenance fee: \$ \_\_\_\_\_

Plus closing costs, Buyer's financing costs and prorations. See Section 6.5 of Exhibit "A".

Mortgage Financing: Buyer (\_\_\_\_\_ will) (\_\_\_\_\_ will not) require mortgage financing. If Buyer will require financing, Section 2.3 of the Terms and Conditions shall apply, and the "Financing Approval Deadline" referred to therein shall be midnight on the 30<sup>th</sup> day from the date of this Contract unless a different date is agreed to by Seller in writing.

NOTE: BUYER IS RESPONSIBLE FOR OBTAINING BUYER'S OWN FINANCING. BUYER'S FINANCING IS NOT A CONDITION OF THIS CONTRACT.

**III. INFORMATION CONCERNING BUYER:**

- A. Full Name (no initials): \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. (Res.) \_\_\_\_\_  
Telephone No. (Bus.) \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email : \_\_\_\_\_  
Social Security No. \_\_\_\_\_  
Full name of spouse, if any: \_\_\_\_\_  
Title to include spouse: ( ) Yes ( ) No
- B. Full Name (no initials): \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone No. (Res.) \_\_\_\_\_  
Telephone No. (Bus.) \_\_\_\_\_  
Fax No.: \_\_\_\_\_  
Email: \_\_\_\_\_  
Social Security No. \_\_\_\_\_  
Full name of spouse, if any: \_\_\_\_\_  
Title to include spouse: ( ) Yes ( ) No
- C. Tenancy to be determined in escrow within 15 days of acceptance.

**IV. CLOSING MATTERS AND PUBLIC REPORTS**

- A. Escrow: Title Guaranty of Hawaii, Inc.  
80 Puunene Avenue  
Kahului, Hawaii 96732
- B. Estimated Closing Date: August 31, 2008 (See Sections 5.1 and 6.2 of Exhibit "A")
- C. Purchase. The Seller agrees to sell and the Buyer agrees to purchase the fee simple property (the "unit") described in Article I above, and in Exhibits "A" and "B" for the total Purchase Price payable as set forth above and in Section 2 of Exhibit "A", and on the "Terms and Conditions" set forth in Exhibit "A" of this contract, which by this reference are made a part of this contract and are incorporated herein for all purposes. THE BUYER

ACKNOWLEDGES HAVING READ EXHIBITS "A" AND "B" IN FULL.

- D. Receipt of Public Report and Condominium Documents. Buyer has received a copy of the Public Report and has signed, separately, a Receipt For Public Report, and a Notice of Right to Cancel Sales Contract, under which Buyer is notified concerning Buyer's 30-day right to cancel this contract.

**IMPORTANT: THE BUYER ACKNOWLEDGES THAT NEITHER THE SELLER NOR ANY OF ITS REPRESENTATIVES HAS MADE ANY REPRESENTATION CONCERNING RENTAL OF THE UNIT, INCOME OR PROFIT FROM THE UNIT, OR ANY OTHER ECONOMIC BENEFIT TO BE DERIVED FROM THE PURCHASE OF THE UNIT, INCLUDING, BUT NOT LIMITED TO, ANY REPRESENTATION THAT THE SELLER OR ANY MANAGING AGENT OF THE PROJECT WILL PROVIDE, DIRECTLY OR INDIRECTLY, ANY SERVICES RELATING TO THE RENTAL OR SALE OF THE UNIT.**

**NO RECEIPT BY A SALESMAN, EMPLOYEE OR AGENT OF THE SELLER OF THE DEPOSIT SET FORTH IN THIS CONTRACT OR ANY OTHER SUMS FROM THE BUYER SHALL CONSTITUTE APPROVAL BY, OR BIND THE SELLER, NOR SHALL ANY SUCH SALESMAN, EMPLOYEE OR AGENT BE AUTHORIZED TO BIND THE SELLER TO THIS CONTRACT. THE SELLER SHALL BE OBLIGATED TO RETURN THE DEPOSIT UNLESS IT HAS ACCEPTED THIS CONTRACT WITHIN 30 DAYS FROM THE DATE BUYER HAS MADE THE DEPOSIT.**

**SELLER RESERVES THE UNILATERAL RIGHT TO TERMINATE THIS CONTRACT UNDER CERTAIN CIRCUMSTANCES. SEE SECTIONS 3.2 AND 8.8 (b) OF EXHIBIT "A" HERETO.**

- E. Special Provisions (if any): (1) The address for notices to the Seller is 3101 West Coast Highway, Suite 308, Newport Beach, CA 92663

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the dates set forth below.

LAHAINA COMMERCIAL CENTER, LLC

By: \_\_\_\_\_

Its: Authorized Representative  
Seller

\_\_\_\_\_

Buyer

Date of Execution and Acceptance by Seller:

Date of Execution and Acceptance by Buyer:

Sales Contract reviewed by: \_\_\_\_\_

Receipt of the Buyer's deposit of \$\_\_\_\_\_ is hereby acknowledged.

CardOneRealty Corp.

By \_\_\_\_\_  
Seller's Agent

AGENCY DISCLOSURE AND COOPERATING BROKER'S SEPARATE AGREEMENT

CardOneRealty Corp. is Seller's Broker and its brokers and sales persons are acting solely on behalf of Seller.

If Buyer is represented by a broker ("Cooperating Broker"), Seller's Agent agrees to pay to Cooperating Broker through escrow at closing the following amount: \$\_\_\_\_\_ in consideration of assistance given by Cooperating Broker, who together with all of its licensees represent the Buyer herein, contingent upon a successful closing.

SELLER'S AGENT: CardOneRealty Corp.

COOPERATING BROKER:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Address:

Address:

\_\_\_\_\_

\_\_\_\_\_

Phone: (Bus.) \_\_\_\_\_

Phone: (Bus.) \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

Office ID Number: \_\_\_\_\_

Office ID Number: \_\_\_\_\_

DUAL AGENCY. SELLER AND BUYER ACKNOWLEDGE AND AGREE THAT SELLER'S AGENT OR SUBAGENT, \_\_\_\_\_, IS UNDERTAKING A CONSENSUAL DUAL AGENCY REPRESENTATION IN THE SALE OF THE PROPERTY. SELLER AND BUYER CONFIRM THEIR CONSENT TO THE DUAL AGENCY RELATIONSHIP BY SIGNING BELOW AND BY SIGNING THE DUAL AGENCY CONSENT AGREEMENT ATTACHED HERETO.

\_\_\_\_\_  
Seller's Initial

\_\_\_\_\_  
Buyer's Initial

Dual Agency Consent Agreement is attached: ( ) Yes ( ) No

## **EXHIBIT "A"**

### **TERMS AND CONDITIONS**

#### DEFINITIONS OF WORDS USED OFTEN IN THIS SALES CONTRACT:

**Association** means the Association of Unit Owners of Keawe Business Center Ulupono Showrooms.

**Bylaws** means the Bylaws of the Association recorded in the Bureau of Conveyances concurrently with the Declaration, as amended from time to time.

**Cash Evidence** means proof of Buyer's financial ability to purchase the unit under this contract, as described in Section 2.3.

**Closing Date** is defined in Section 6.2.

**common areas** refers to the common elements as defined in the Declaration.

**Condominium** means Keawe Business Center Ulupono Showrooms, a condominium.

**condominium documents** means collectively the Declaration, the Bylaws, the unit deed, the Condominium Plan, the rules and regulations, and any other legal documents relating to the establishment or governance of the Project.

**Condominium Plan** means the condominium map which shows the layout, location, unit numbers and dimensions of the units and elevations of the units of the condominium recorded as Condominium Map No. \_\_\_\_\_, as amended from time to time.

**contract** means this Deposit Receipt and Sales Contract.

**Contractor's Warranty** is defined in Section 4.3.

**Declaration** means the Declaration of Condominium Property Regime of Keawe Business Center Ulupono Showrooms, dated July 17, 2007, as amended from time to time.

**Effective Date** means the date which is after signing of this contract by both Buyer and Seller and the issuance of a Public Report by the Real Estate Branch of the Department of Commerce and Consumer Affairs, State of Hawaii.

**Financing Approval Deadline** is defined in Section ii above and referred to in

Section 2.3(b), of this Exhibit "A".

**general contractor** means the general contractor engaged by Seller to construct the units.

**mortgage lender** is the lender providing Buyer's mortgage loan as described in Section 2.3.

**Project** means Keawe Business Center Ulupono Showrooms.

**Property Conditions** are defined in Section 8.4.

**Public Report** means the Public Report approved by the Real Estate Branch of the Department of Commerce and Consumer Affairs, State of Hawaii. Public Report also includes any amended Public Reports which may be approved by said agency from time to time.

**rules and regulations** or **rules** refers to The Rules and Regulations of the Association of Unit Owners of Keawe Business Center Ulupono Showrooms and any other rules and regulations adopted from time to time as provided in the Bylaws, and any amendments, governing the operation and use of units and common areas.

**Seller's Lender** is described in Section 1.6.

**Seller's Limited Warranty** is defined in Section 4.2.

**unit** means the condominium unit being purchased by Buyer under this contract. Reference to plural "units" means condominium units in the Project.

**unit deed** means Seller's condominium unit deed conveying legal title of the unit to Buyer.

1. PROPERTY AND INTEREST CONVEYED.

1.1 Description of the Project. Keawe Business Center Ulupono Showrooms (the "Project" or the "Condominium") is located in Lahaina, Hawaii, on land owned by Seller in the Lahaina Business Park. It contains ten (10) fee simple condominium units, referred to as "units". The Project contains approximately 20,458 square feet of land and is described in more detail in the Public Report and in the condominium documents.

1.2 Description of Unit. The units being purchased by Buyer are the unit(s) in Keawe Business Center Ulupono Showrooms indicated in Section I and described on the Condominium Map. The unit is commercial-light industrial unit subject to all terms and conditions of the condominium documents. Construction of the unit and all common elements and limited common elements has not been completed. The number and configuration of units within any building may change at Seller's option.

The unit consists of a finished shell, containing a half bath. Buyer shall be responsible for finishing the unit at Buyer's own expense, including but not limited to installation of the wall dividing the unit from the abutting unit; interior partitions; lighting; electrical service; air conditioning equipment; phone; telecommunications; additional water and sewer services; coverings for floor, ceiling and walls; business facade and the like. Water and sewer are provided to the half bath installed in each unit and electricity and phone stub-outs are provided in or near each unit, and the Buyer shall be responsible for arranging for and installing all hookups and connections thereto at Buyer's own expense.

The unit will be purchased in fee simple. The unit will consist of the unit shown on Exhibit "B" which corresponds to the unit number shown on the first page of the contract. The unit's appurtenant undivided percentage interest in the land and common areas and its percentage obligation for common expenses are set forth on Exhibit "B". The percentage interest of the unit may change as described in Exhibit "B" to reflect changes to the Project described in Section 3.2 below.

The unit shall be conveyed with the exclusive right to use the assigned parking space(s) specified on the first page of this contract.

The unit shall also be conveyed with the door treatment specified on the front page of this contract. Developer offers three (3) optional choices as shown on the condominium map.

Buyer represents to Seller that Buyer's business use of the unit shall be as set forth in Item I on the first page of this contract. Seller makes no warranty or representation whatsoever to Buyer concerning the proposed or actual business uses of any other unit(s).

1.3 Risks. Buyer is urged to consult his or her own attorney concerning the

risks relating to the purchase of the unit and the risks and responsibilities in the terms set forth in this contract.

1.4 Unit Deed and Title. At closing, Seller will execute the unit deed conveying the following property to the Buyer:

Fee simple title to the unit described in this contract and in the condominium documents, as amended, together with the undivided interest in the common areas of the condominium as defined in the condominium documents as tenant-in-common with all other owners from time to time. SUBJECT, HOWEVER, to (a) all of the terms, covenants, conditions, easements, rights, agreements and other provisions contained in the Declaration, the Bylaws, the Condominium Plan, and other condominium documents as they may be amended from time to time, all of which Buyer acknowledges having had an opportunity to examine and which are accepted by Buyer, (b) encumbrances shown on Exhibit "B" to the Public Report, (c) other easements and restrictions of record and those to be established after the date of the unit deed in connection with the development of this condominium, and (d) other matters referred to in this contract or in the Public Report.

1.5 No Present Transfer. This contract shall not be construed as a present transfer of any legal or equitable interest in the unit or the condominium. It is, rather, an agreement to transfer in the future.

1.6 Seller's Lender Has Priority. Seller has given or may need to give one or more lenders a mortgage on the Project land and a collateral assignment of Seller's interest in this contract to secure repayment of loan(s) for Project development. In this contract, each of these lenders will be called the "Seller's Lender". Buyer agrees that all of the rights and interests which Seller gives to Seller's Lender will have priority over Buyer's rights and interests under this contract. This applies to any changes to the loan or loans, mortgage or mortgages, security agreement or agreements, or other instruments (including, among other things, extensions, renewals and other changes). BUYER GIVES UP AND SUBORDINATES THE PRIORITY OF BUYER'S RIGHTS AND INTERESTS UNDER THIS CONTRACT IN FAVOR OF THE RIGHTS AND INTERESTS OF SELLER'S LENDER UNTIL THE FINAL CLOSING AND DELIVERY OF A SIGNED UNIT DEED TO THE BUYER, PROVIDED THAT BUYER'S DEPOSITS MADE UNDER THIS CONTRACT SHALL BE HONORED BY SELLER'S LENDER AND SHALL NOT BE FORFEITABLE UNLESS BUYER DEFAULTS IN THE PERFORMANCE OF BUYER'S OBLIGATIONS UNDER THIS CONTRACT.

If Seller's Lender asks Buyer to do so, Buyer will sign other documents to confirm the agreements in this Section 1.6. If Seller's Lender takes the place of the Seller and informs Buyer that Lender elects to have the Buyer to follow through with Buyer's purchase under this contract, Buyer will faithfully perform all of Buyer's promises

and agreements contained in this contract. Buyer agrees that under this contract Buyer has no rights or interests in the units or the Project other than a contractual right enforceable only against the Seller and not against the unit or the Project itself or against the Seller's Lender.

## 2. PURCHASE PRICE, PAYMENT AND FINANCING.

2.1 Payments. Buyer agrees to pay the Purchase Price for the unit through escrow, in the amounts and at the times stated in Section II on the first page of this contract.

2.2 Escrow Agreement, Seller's Use of Deposits and Interest on Deposits. Seller and Title Guaranty Escrow of Hawaii ("Escrow") have signed an Escrow Agreement dated July 5, 2007 (the "Escrow Agreement"), and Buyer has received a copy of the Escrow Agreement. A copy of the Escrow Agreement is also on file in Seller's sales office and may be looked at during normal business hours. Buyer has read the Escrow Agreement, and Buyer agrees to the terms contained therein. The Escrow Agreement is made a part of this contract. Buyer's escrowed deposits shall not be disbursed to Seller or used for Seller's construction costs prior to closing.

Buyer agrees to make all of Buyer's payments under this contract, including all additional charges and fees, to Escrow. Escrow shall pay no interest to Buyer on any deposits from and after the date of deposit into Escrow, unless Buyer on Buyer's own initiative makes its own separate arrangements with Escrow, in which event such interest shall accrue to Buyer's own account.

### 2.3 Financing of Purchase.

(a) Buyer's Ability to Make Payments. Buyer promises that Buyer is able to make, when due, all of the payments required under Section II on the first page of this contract. Buyer at Buyer's option may obtain a mortgage loan but Buyer's success in obtaining such a loan is not a condition of Buyer's obligations to close the purchase of unit under this contract.

(b) Buyer's Obligation to Seek a Loan. If financing is required by Buyer, Buyer shall within five (5) days from the date of execution of this contract by Buyer, apply for a mortgage financing from a reputable mortgage lender, promptly sign and deliver all documents and diligently take all steps necessary to qualify for and obtain the required financing. An original executed copy of any notification of loan approval or mortgage commitment obtained by Buyer shall be delivered to Seller immediately upon receipt by Buyer and in all events no later than the Financing Approval Deadline stated in Section II of this contract. Seller and Seller's Lender shall have the right, in sole discretion of either of them, to disapprove of or request modifications in any loan approval or mortgage commitment submitted to Seller under this contract within thirty(30) days of the receipt of same by Seller. In the event that Seller shall not have given written

notice of disapproval to Buyer within said thirty (30) day period, such loan approval or mortgage commitment shall be deemed to be approved. In the event Seller or Seller's Lender shall request that the loan approval or mortgage commitment be modified, Buyer shall have fifteen (15) days to obtain the modification and submit it to Seller, and Seller and Seller's Lender shall have thirty (30) days from Seller's receipt to approve or reject said loan approval or mortgage commitment as modified. Any contingencies, qualifications or conditions contained in Buyer's loan approval or mortgage commitment shall be the full and absolute responsibility of the Buyer, and Seller's approval shall not bind the Seller in any way with respect to any of the terms of said loan approval or mortgage commitment. Seller shall have no obligation to arrange for Buyer's mortgage financing. Buyer agrees to be solely responsible for any fees charged by Buyer's mortgage lender in processing Buyer's loan application (including any fees in the event of cancellation).

In order to keep Seller informed of Buyer's progress in obtaining a mortgage loan, Buyer hereby authorizes Buyer's prospective mortgage lender to transmit to Seller at Seller's request any and all information necessary for this purpose.

(c) Buyer Shall Provide Evidence of Funds to Make Deposits. Within ten (10) days after acceptance of this offer by Seller, Buyer shall give Seller such evidence ("Cash Evidence") from Buyer's bankers or accountants, or others, as Seller may require, of Buyer's ability to pay the total Purchase Price (less any amounts to be paid out of the mortgage proceeds pursuant to a loan approval or mortgage commitment acceptable to Seller in accordance with Section 2.3(b) at the times specified in this contract. In the event that Seller or Seller's Lender shall in the sole discretion of either of them reject Buyer's Cash Evidence as unacceptable, Seller shall notify Buyer of such rejection in writing within thirty (30) days of the Seller's receipt of such Cash Evidence, in which case this contract shall be canceled and the Buyer shall receive a refund of all sums paid hereunder, without interest and less any escrow cancellation fee. Buyer represents that the financial data to be submitted in connection with this contract to Seller or any prospective mortgagee shall be true and accurate. Buyer agrees to notify Seller immediately of any material change which occurs in the Buyer's financial condition prior to the closing. Seller shall have the right to cancel this contract and hold Buyer in default under this contract if any material discrepancies are discovered between the financial information furnished and the Buyer's actual financial condition. Buyer agrees that by executing this contract, Seller or a proposed mortgagee is authorized to make credit inquiries about the Buyer.

(d) Rejection of Loan Eligibility or Cash Evidence. if any of the following occurs:

(i) Buyer's application or eligibility for a mortgage loan in the amount set forth for the financed portion of Payment C is rejected by the mortgage lender or Buyer's loan approval or mortgage commitment is not approved in writing (with a copy to Seller) by the Financing Approval

Deadline;

(ii) Buyer fails to supply any proposed mortgage lender with full financial information (including copies of tax returns) or fails to supply Seller with the required Cash Evidence within seven (7) days of request thereof to Buyer by said proposed mortgage lender or Seller;

(iii) Buyer, after having had a loan approval or mortgage commitment disapproved by Seller or Seller's Lender is thereafter unable to have such approval or commitment modified or revised to the satisfaction of Seller or Seller's Lender; or

(iv) Seller or Seller's Lender, in its sole discretion, after reviewing the written Cash Evidence submitted to it by Buyer determines that Seller or Seller's Lender is not satisfied as to Buyer's ability to make Payments A, B, or C as described in Section II of this contract,

then in any of the foregoing events, Seller may elect to cancel this contract upon written notice to Buyer and, upon such cancellation, Seller shall direct Escrow to refund to Buyer all sums paid hereunder by Buyer without interest and less a reasonable escrow cancellation fee.

(e) Failure to Remove Contingency; Loss of Loan Commitment. If Buyer shall fail for any reason whatsoever to remove any contingency from Buyer's loan approval by the required closing date, or fail (for any reason whatsoever including, without limitation, any purposeful or inadvertent change in Buyer's credit standing) to keep the loan approval in force and thereby fail to close as required herein, such failure shall constitute a default hereunder and Seller shall be entitled, in Seller's sole and absolute discretion, to elect to cancel this contract and refund to the Buyer all sums paid hereunder without interest.

### 3. CONDOMINIUM DOCUMENTS AND SELLER'S RIGHTS AND POWERS.

3.1 Buyer's Acceptance of the Condominium Documents and Other Documents. Buyer acknowledges that Buyer has read and reviewed and understands, approves and accepts the Declaration, the Bylaws, the Condominium Plan, the rules and regulations, the form of unit deed, and the Escrow Agreement for the Project prepared by the Seller. True copies of each of these documents are on file with the Real Estate Commission of the State of Hawaii and may be inspected by Buyer or Buyer's lender at Seller's website at cioh.net. Buyer agrees that all of the condominium documents and other documents mentioned in this Section 3 are made a part of this contract and that Seller may amend the condominium documents and other documents as provided below.

3.2 Project Termination and Changes After Effective Date. After the Effective

Date, Seller reserves the right to terminate the Project as provided in Section 8.8(b), in which case the Buyer will be entitled to a refund of all monies paid by Buyer hereunder without interest and the parties shall be released from all liabilities hereunder.

Also, Seller may make changes to the Project after the Effective Date as follows:

- (a) To change the number of units in the Project;
- (b) To change the configuration of any unit or group of units;
- (c) To change floor area or floor plan of any unit;
- (d) To reallocate the common interests among all units to reflect the foregoing; and
- (e) To change or clarify any terms of the condominium documents to implement the foregoing, to satisfy any requirements of Project lenders or title insurers, satisfy applicable legal requirements, correct drafting errors or to resolve ambiguities.

In addition, Buyer acknowledges that the Project architect, in the Project architect's sole discretion, may make any changes the Project architect deems appropriate to the Project plans and specifications for any reason, including reasons related to financial feasibility or aesthetics. The Project architect may increase or decrease the thickness of any foundation, wall, column or floor slab resulting in the dimensions of Buyer's unit becoming smaller or larger or resulting in a building height or elevation different from those shown on the Condominium Plan or stated in the Declaration. Further, the Project architect may make changes relating to aesthetic considerations, or changes necessary to correct any previous design errors or shortcomings.

Any change in any easement affecting the common areas or any new easement as provided for in the condominium documents, which does not in any such case substantially interfere with or diminish the practical enjoyment and use by the Buyer of the common areas shall not be deemed grounds for cancellation of this contract.

Seller reserves the right in its sole discretion to make non-substantial changes to the area, layout, materials or configuration of each unit including but not limited to adjustments to meet construction tolerances and conditions, substitution of materials, and variations in dimensions. All such non-substantial changes shall be in compliance with applicable building standards and codes and shall be of equal or better quality and value.

Seller shall also have the right to make substantial changes, to the unit in Seller's discretion and if any such change shall have been made without Buyer's

consent, and if Buyer shall object to such changes, Buyer's sole remedy shall be to cancel this contract by written notice to Seller within the 30 day time period provided by Hawaii Law, in which event all deposits shall be refunded to Buyer and Buyer and Seller shall have no further obligations or liabilities to each other under the sales contract.

Buyer hereby authorizes Seller to make and Buyer specifically approves of any of the foregoing changes. Buyer is willing to accept modifications in specifications and design in accordance with this Section 3.2 so long as the overall value of the unit is maintained subject only to any right to cancellation and refund as may be provided by Hawaii Revised Statutes Section 514B-87, with respect to any material change in the Project.

3.3 Status as Pre-Sale and Certain Changes to Condominium Plan. Buyer acknowledges that this is a sale of a condominium unit in a project before it is completed and expressly agrees that the description of the unit, as contained in the Declaration and the Public Report is intended to be sufficient and the definitive description, as against any other map, artist's rendering or other descriptive document.

3.4 Seller's and Buyer's Rights in the Association of Unit Owners. Buyer agrees that Seller will have the right to exercise all of the powers of the Association and the board of directors and officers of the Association, including voting as provided in Section 16 of the Declaration. Buyer agrees that Seller will have all of the membership rights in the Association which belong to each unit in the Project (including the unit covered by this contract) until a unit deed covering such unit is recorded and Seller's control is relinquished to the unit owners.

3.5 Seller May Enter Into Management and Other Contracts. Buyer agrees that Seller may choose the first managing agent of the Project and sign a management contract on behalf of the Association with a term of not more than one year. Buyer agrees that, before Buyer's unit deed is recorded, Seller may enter into any other contracts or agreements on behalf of the Association if Seller deems it would be desirable for the management, operation or maintenance of the Project.

#### 4. INSPECTION AND LIMITED WARRANTIES.

4.1 Inspection. Inspection of the units for building defects and deficiencies will take place on dates and at times as determined by Seller. Buyer will receive written notice of the date and time of the inspection of Buyer's unit prior to such inspection.

4.2 Limited Warranty By Seller and Procedure For Inspection. Seller hereby agrees with Buyer that if Buyer cooperates in the inspection program to be instituted by Seller and Buyer's unit is inspected on the date and at the time specified by Seller, Seller warrants to Buyer that Seller shall exercise its best efforts to have all legitimate defects or damages listed by Buyer on the inspection sheet furnished by Seller corrected by the general contractor within a reasonable time thereafter. This warranty (hereinafter called

“Seller’s Limited Warranty”) shall survive the closing. Buyer agrees to inspect Buyer’s unit with a representative of Seller on the date and at the time specified by Seller and upon completion of such inspection to sign an inspection sheet to be furnished by Seller which shall list all defects or damages to the unit, if any. Buyer acknowledges that completion of units in the Project will be phased, and Buyer agrees that Buyer shall accept possession of the unit despite the fact that landscaping may not be completed and that construction may not be completed with respect to the common areas, parking structure, or other units in the Project, and despite the existence of defects or damages to the unit regardless of extent, including but not limited to any defects which may be listed in said inspection sheet, but which do not render the unit unfit for Buyer’s commencement of Buyer’s own internal build-out and improvements. Buyer agrees that Seller’s Limited Warranty is conditioned on Buyer’s full cooperation in making the inspection pursuant to Seller’s inspection program and Buyer agrees to indemnify Seller for any damages or losses, including interest and attorneys’ fees, resulting from any refusal by Buyer to make such inspection, to sign such inspection sheet, or to accept possession of the unit upon request by Seller. If Buyer shall make any such refusal, Buyer shall be deemed to have waived all rights with respect to Seller’s Limited Warranty. If Buyer fails to inspect Buyer’s unit on the date and at the time specified by Seller, or such other date and time scheduled by Seller based upon Buyer’s (a) absence from the State of Hawaii, or (b) incapacity at the time of the initially scheduled inspection, Buyer shall be deemed to have waived Seller’s Limited Warranty and Buyer further acknowledges that such waiver shall not in any way affect Buyer’s obligations hereunder.

4.3 Contractor’s Warranty. The Seller will enter into an agreement with the general contractor for the Project whereby the general contractor will agree to provide, for the benefit of Seller, the Buyer and the Association, the customary AIA limited warranty to correct any defects in workmanship or materials in the unit of which general contractor or Seller shall have received notice from Buyer within one (1) year after the date of substantial completion of the unit (“Contractor’s Limited Warranty”). The Seller does not make this warranty but merely passes on the Contractor’s Limited Warranty to the Buyer and the Association. The Seller’s obligations with respect to any defects (other than those listed on the inspection sheet described in Section 4.2 above) will be limited to assisting the Association or Buyer in presenting to the general contractor any claims based on such warranty, it being understood that such Contractor’s Limited Warranty is limited to defects reported in writing to Seller or contractor within the first year following the date of substantial completion of the work. The execution, delivery and recordation of the Buyer’s unit deed shall constitute the assignment without recourse by the Seller to the Buyer of the Contractor’s Limited Warranty and the assignment without recourse by Seller to Buyer of any subcontractors’, suppliers’ and manufacturers’ warranties that the contractor may have secured for the benefit of the unit buyers. In the event of the breach of any of the subcontractors’, suppliers’ or manufacturers’ warranties, Buyer’s sole remedy shall be against such subcontractors, suppliers and manufacturers.

The real estate agents involved in this purchase, including Seller’s and Buyer’s agents and any subagents shall have no liability whatsoever to the Buyer for any such

defects.

4.4 Manufacturer's Warranties. Seller shall assign and pass through to Buyer or the Association any manufacturer's warranties covering any building components and machinery for their unexpired terms, to the extent such warranties exist and to the extent that Seller has the right and power to make such an assignment. Buyer and the Association shall follow the procedure set forth in the manufacturer's warranty if any defects should appear in that item. Buyer is aware the Buyer is obligated to read and understand these warranties and that any service request should be made directly to the service representative for the manufacturer. Seller makes no representation or warranty with respect to the unit's energy or utility costs.

4.5 Limitations of Warranty and Seller Liability. THIS IS AN IMPORTANT PROVISION AND BUYER IS URGED TO READ IT CAREFULLY. BUYER IS ALSO ADVISED TO SEEK LEGAL ADVICE IF BUYER DOES NOT UNDERSTAND WHAT THIS PROVISION MEANS.

THE SELLER'S LIMITED WARRANTY AND GENERAL CONTRACTOR'S LIMITED WARRANTY ARE BEING PROVIDED TO BUYER IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTY BY SELLER. EXCEPT FOR SAID LIMITED WARRANTIES, SELLER NEITHER MAKES NOR GIVES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE UNIT, COMMON ELEMENTS, LIMITED COMMON ELEMENTS, PROPERTY OR PROJECT, AND BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING OR GIVING ANY EXPRESS OR IMPLIED WARRANTY, OTHER THAN THE SAID LIMITED WARRANTY.

WITHOUT LIMITING THE FOREGOING, SELLER DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WORKMANSHIP OR THAT THE UNIT, COMMON ELEMENTS, LIMITED COMMON ELEMENTS, PROPERTY OR PROJECT ARE FREE FROM DEFECTS.

4.6 The Condominium Plan is Not a Warranty. The Condominium Plan for the Project is intended to show only the layout, location, unit numbers and the dimensions of the units in the Project. BUYER AGREES THAT THE CONDOMINIUM PLAN IS NOT INTENDED TO BE AND IS NOT A WARRANTY OR PROMISE OF ANY KIND BY SELLER.

4.7 Seller Makes No Promise or Warranty About the Amount of Monthly Maintenance Charges. Buyer has examined and approved the estimate of monthly maintenance charges and assessments for the units as shown in the Public Report for the Project. Seller makes no promise or warranty about the accuracy of those amounts. Buyer understands that those amounts are only estimates and may change for many reasons. Buyer accepts and approves any changes in such estimate made by Seller or

the managing agent.

## 5. BUILDING COMPLETION.

5.1 Building Completion Deadline. The closing date for each of the individual units will be phased as construction of each of the units is completed by the general contractor. The estimated closing date in Section IV.B of this contract is an estimate only, and is not a condition of this contract. Notwithstanding any other provision in this contract to the contrary, Seller shall complete construction of the unit so as to permit normal occupancy within 24 months from the Effective Date of this contract (the "Completion Deadline"); provided, however, that the Completion Deadline will be extended for any period of time during which Seller's construction is actually delayed by "force majeure", defined as weather, earthquake, strikes, material shortages, acts of God, war or aggression, destruction of property, acts of governmental authorities, litigation or other matters or conditions legally supportable in the State of Hawaii as an impossibility of performance for reasons beyond the control of Seller.

If Seller shall fail to meet the Completion Deadline (including any such extensions) Buyer may at Buyer's option terminate this contract by written notice to Seller, and in that event all deposits will be returned to Buyer and neither party shall thereafter have any further obligation or liability to the other.

## 6. CLOSING AND POSSESSION.

6.1 Preclosing. Seller will have the right to require Buyer to preclose this sale by having all documents necessary for closing signed and deposited with Escrow before the time of closing. This "preclosing" may take place as early as thirty (30) or more days before the date on which Seller estimates the unit will be complete enough to be available for Buyer's build-out and internal improvements.

6.2 Closing. Closing will take place on the "Closing Date" which is the date that the unit deed conveying the unit to Buyer is filed in the State of Hawaii Bureau of Conveyances. The "Closing Date" will be set by Seller alone. It will not be less than twenty (20) days after Seller signs this contract and it will not be before the date that Seller determines that the unit is complete enough to be available for Buyer's build-out and internal improvements. Seller will give Buyer at least thirty (30) days notice of the Closing Date. After designating the scheduled Closing Date in writing to Buyer, Seller may delay the scheduled Closing Date as required to account for unforeseen circumstances. If, and only if, closing should occur prior to the expiration of the applicable mechanics' lien period, Seller shall be required to provide Buyer with an owner's title insurance policy with a mechanics' lien endorsement, protecting Buyer's mortgage lender against all mechanics' and materialmen's liens attributable to the general contractor's construction of the Project.

6.3 Prorations and Risk of Loss. Proration of real property taxes will be made

as of the Closing Date. Proration of maintenance charges and other common expenses will be made as of the Closing Date (or later at Seller's election in which case Seller shall maintain the Project at Seller's expense in the interim). Buyer will be responsible for any loss or damage starting on the earlier of the Closing Date or the date Buyer takes possession of the unit.

6.4 Buyer Will Close Even if Common Areas Are Not Fully Completed. Buyer agrees that other units, the parking areas and other common areas of the Project may not be fully completed and that construction activity may still be going on as of the scheduled Closing Date. Buyer agrees that even if that is the case, Buyer will make all the required payments and will close the sale, provided that the minimum requirements of Section 5.1 are satisfied.

6.5 Buyer's Obligation to Pay Closing Costs and Other Amounts. Buyer will pay (a) the premium for standard owner's coverage of title insurance, plus any additional cost for the mortgage lender's policy or any special coverages; (b) Buyer's notary fees; (c) all recording fees except documents to clear Seller's title; (d) 100% of Escrow's fees; (e) 100% of the Hawaii conveyance tax; and (f) all costs relating to Buyer's mortgage financing.

Buyer will pay the condominium association start-up fees in the amounts described in Section II of this contract. This start-up fee will not be refunded and cannot be transferred. It is a one-time charge at the time of closing, not a common expense, and is in addition to the normal monthly Association maintenance charges or fees. It will be held and used by the first managing agent of the Association as a working capital fund for the benefit of all unit owners. Buyer acknowledges that start-up fees will be paid with respect to each unit upon transfer of title from Seller to Buyer and not before.

In addition Buyer shall pay to the Association two months' common expenses at closing.

6.6 Possession of Unit. Buyer cannot use or take possession of or allow anyone to enter into the unit for any reason until the unit deed has been recorded by Escrow. Delivery of possession of the unit to Buyer will take place when Seller makes the unit keys available for pick-up by Buyer following recordation of the unit deed.

6.7 Broker's Commission. If an agent of Buyer ("Cooperating Broker") is identified on the signature page of this contract and has signed this contract, said agent shall be paid a commission by Seller as separately agreed, but only if and when the Seller receives the full purchase price therefor and Buyer accepts delivery of the deed. Said payment will be made out of the total commissions due under the Seller's listing agreement with Seller's broker. No such commission shall be paid if the transaction shall fail to close for any reason whatsoever. By accepting said commission, the said agent warrants to the Seller that said agent is duly licensed under the laws of the State of Hawaii. No commission shall be paid with respect to any options or changes relating to

construction which shall change the total purchase price.

If no Buyer's agent is identified on the signature page of this contract, Buyer represents and warrants to the Seller that the Buyer was not introduced to the Seller or the Property or induced to enter into contract by any person other than the Seller's listing broker and has had no contact with any broker or agent other than the Seller's listing broker.

## 7. PUBLIC REPORT.

If this contract is entered into after the issuance of the Public Report this contract shall be a fully binding contract if (i) the Seller has accepted this contract; (ii) a copy of the Public Report and a copy of the Receipt For the Public Report and Notice of Right to Cancel Sales Contract, in the forms prescribed by the Hawaii condominium law have been delivered to the Buyer; (iii) the Buyer has been given an opportunity to read the Public Report; and (iv) the Buyer has executed said Receipt and Notice of Right to Cancel Sales Contract (which execution shall conclusively indicate that the Buyer has read the report) and has waived Buyer's right to cancel, or is deemed to have receipted for the reports and to have waived the Buyer's right to cancel. If the Buyer does not execute and return the Receipt and Notice of Right to Cancel Sales Contract within thirty (30) days from the date of delivery of the report, or if the unit is conveyed to the Buyer prior to the expiration of said thirty (30) day period, the Buyer shall be deemed to have receipted for the Public Report and to have waived Buyer's right to cancel.

## 8. GENERAL TERMS.

8.1 Activities on the Project After Buyer Occupies the Unit. Buyer agrees that construction activity by Seller on the Project may continue even after Buyer occupies the unit. This may result in noise, dust or other annoyances to Buyer and may limit Buyer's access to portions of the Project. Buyer waives any rights or claims which Buyer might otherwise have against Seller or anyone else because of those conditions.

Buyer agrees that Seller shall have the right to conduct extensive sales activities utilizing the common areas and any units owned or leased by Seller, including the use of model units, sales and management offices, and extensive sales displays and activities. Seller may also use parking spaces in the Project in connection with sales.

8.2 Default By Buyer. At any time after the Effective Date, if Buyer fails to make any payment when it is due or fails to keep any of Buyer's other promises or agreements contained in this contract, then Seller will have the right, at Seller's sole option and in addition to any other rights contained herein, to do any one or more of the following:

(a) Seller may cancel this contract by giving Buyer written notice of cancellation and Seller may keep all sums paid by Buyer under this contract as

liquidated damages. If Seller cancels this contract, Buyer agrees that it will be difficult and expensive to determine the amount of loss or damage Seller will suffer. This is because of, among other things, Seller's commitments relating to the financing of the Project, the effect of default and cancellation of one sale on other unit sales, and the nature of the real estate market in Hawaii. Buyer agrees that the sums paid by Buyer under this contract are a reasonable estimate of a fair payment to Seller for Seller's loss or damage resulting from Buyer's default.

(b) Seller may file a lawsuit for damages.

(c) Seller may file a lawsuit for "specific performance" (in other words, a lawsuit to make Buyer keep all of Buyer's promises and agreements, including, without limitation, closing the purchase of the unit).

(d) Seller may take advantage of any other rights which law allows or which Seller may have under this contract.

Buyer also agrees to pay for all costs, including Seller's reasonable lawyers' fees and the escrow cancellation fee, which are incurred because of Buyer's default.

8.3 Default by Seller. If Seller fails to keep any of Seller's promises or agreements contained in this contract, Buyer may require Seller to go through with this contract or Buyer may cancel this contract. If Buyer cancels this contract because of Seller's default, Seller will repay to Buyer all sums paid by Buyer to Seller or Escrow under this contract.

BUYER AGREES THAT IF SELLER DEFAULTS UNDER THIS AGREEMENT AT ANY TIME, BUYER WILL ONLY HAVE THE RIGHTS MENTIONED IN THIS SECTION 8.3. BUYER WAIVES ANY OTHER RIGHTS BUYER MIGHT OTHERWISE HAVE.

8.4 Conditions Affecting the Property and Project. The Buyer understands, acknowledges, covenants and agrees to the following risks and conditions which pertain to the Project (collectively called the "Property Conditions").

(a) Construction Deflection, Defects and Changes. During the course of construction of the building, certain floors may be subject to a small degree of "deflection" from construction and settling. Deflection is a condition whereby a floor is not perfectly flat. Deflection is typical in concrete construction. In this instance, such deflection, if not treated, might be noticeable to some people. Much of the practical effect of deflection can be mitigated through the use of floor coverings. Given the nature of the soil upon which the building is constructed, it is possible some further settling may occur. Deflection (and any anticipated additional settling) typically does not detract from

the structural integrity of the building and Seller is not responsible to correct such deficiencies.

Minor cracking, flaking or discoloration of concrete or drywall within the building floors, walls, ceilings and/or soffits and the driveways and walkways are not covered by warranty, and Seller is not responsible to correct such deficiencies.

(b) Waiver, Release and Indemnity. Buyer represents and warrants to Seller that Buyer, in Buyer's sole discretion, has determined that the benefits of owning and enjoying the unit outweigh the risks of the above-described Property Conditions. Buyer hereby irrevocably agrees to suffer and permit all actions and consequences incidental to the Property Conditions. Buyer hereby covenants and agrees to assume all risks of impairment of Buyer's use and enjoyment of the unit and the Project, loss of market value of the unit, and property damage or personal injury arising from the Property Conditions, and Buyer, for the Buyer and the Buyer's tenants, lessees, family, servants, guests, invitees, licensees, agents, employees, and those who use the Project through the Buyer for any period of time (collectively, the "Occupants"), hereby waives any claim or rights of action or suits against Seller, its successors and assigns, arising from such impairment of the Occupants' use and enjoyment of the unit or the Project, loss of market value of said property, and property damage or personal injury arising from one or more of the Property Conditions. Buyer further covenants that Buyer will notify all Occupants and transferees of the unit of the risks of the Property Conditions.

8.5 Common Area Landscaping. Buyer understands and agrees that (i) Seller's obligation prior to provide landscaping within the common areas of the Project will be deemed fully satisfied upon planting of the plant materials (which need not be in full coverage and maturity) and installation of the irrigation system pursuant to Seller's landscaping plans, as the same may be amended from time to time in Seller's sole discretion; (ii) installation of the plant materials and irrigation system may be completed after the Closing Date; (iii) full maturity of the plant materials will only be reached over an extended period of time and Seller is not responsible for providing landscaping maintenance to reach full coverage and maturity; and (iv) the Association will be responsible for maintaining the landscaping after installation thereof, even if the landscaping has not reached full coverage or maturity.

8.6 Corporate, Partnership, Limited Liability or Trustee Buyers. At the request of Seller, mortgage lender or Escrow, Buyer agrees to provide the following: (a) for a corporate buyer, copies of the corporate documents, a resolution authorizing the purchase of the unit and authorizing an officer to sign the purchase and financing documents, and evidence of qualification to do business in the State of Hawaii; (b) for a partnership buyer, copies of the partnership documents, including, without limitation, any agreement and certificate of limited partnership, a resolution authorizing the purchase of the unit and authorizing a partner to sign the purchase and financing documents, and evidence of qualification to do business in the State of Hawaii; (c) for a limited liability company buyer, copies of the Articles of Organization, Operating Agreement and

resolution authorizing a member to sign the purchase and financing documents and evidence of qualification to do business in Hawaii; and (d) for a buyer as trustee, copies of the trust documents. Buyer agrees to provide any other information as may be reasonably requested by Seller, lender or Escrow.

8.7 No Transfer of This Contract Without Seller's Written Consent. Buyer agrees that Buyer may not transfer this contract or any of Buyer's rights or interests under this contract without first getting Seller's written consent, which consent may be withheld by Seller in its sole and absolute discretion.

8.8 Certain Disclaimers and Cautions. Seller makes the following disclaimers regarding the Project, which disclaimers do not relieve the Buyer of Buyer's obligation to investigate the Project and the condominium documents and to determine whether the Project is suitable for Buyer's purchase:

(a) Security System. Seller will not provide a security system for the unit. Buyer shall be solely responsible for the security of the unit and its contents.

(b) New Laws, Cost Overruns, Disagreements and Other Events Which May Result In Termination by Seller. Seller shall have the right to rescind this contract if any of the following conditions prevent or unduly restrict the construction of the Project or unduly impact the financial feasibility of the Project: the enactment or amendment of any law, or due to any fire, earthquake, act of God, the elements, war, civil disturbances, strike or other labor disturbance, or economic controls making it impossible to obtain the necessary labor or materials, failure of Seller to achieve necessary Project financing or a minimum level of unit sales determined by Seller or Seller's lender, or any other event, matters or conditions beyond the control of Seller, including any litigation or threat of litigation concerning the Project or any significant increase in Seller's construction cost or other projected Project costs (such as the amount of interest payable under Seller's construction loan).

In addition Seller reserves the right to unilaterally terminate this contract by written notice to Buyer if prior to closing Buyer and Seller shall enter into a bona fide disagreement in which the parties after negotiation shall be unable to resolve such dispute by mutual agreement.

Upon the rescission of this contract pursuant to any of the foregoing provisions, Buyer shall be entitled to a refund of all moneys paid hereunder. The parties shall then be released from all obligations and liability hereunder.

8.9 Notices. Notices to either Buyer or Seller may be delivered personally or mailed, postage prepaid, to the address of Buyer or Seller set forth above or to any new address of which the mailing party has notice. Notices will be effective when delivered or mailed. If there is more than one person listed as a Buyer, then delivery or mailing of the notice may be made to any one of them. Delivery or mailing may also be made to any

officer of a corporate party, any general partner of a partnership, or any member of a limited liability company.

8.10 What Happens if Any Term in This Contract Cannot Be Enforced For Some Reason. If any term contained in this contract is held to be illegal or cannot be enforced for any reason, that term will be void but it will not affect the rest of this contract. The rest of this contract will continue to be valid and enforceable.

8.11 Time is of the Essence. Time is of the essence of this contract.

8.12 All Buyers Are Responsible Individually and Together. If there is more than one Buyer, each Buyer will be fully responsible for fulfilling all of Buyer's promises and other agreements contained in this contract. Seller may enforce Seller's rights under this contract against each Buyer individually or against all Buyers together.

8.13 Amendment. This contract shall not be modified except by an instrument in writing signed by Seller and Buyer.

8.14 Death of Buyer. If an individual Buyer (or any of the individuals listed as Buyer) dies before the Closing Date, Seller shall have the right (but not the obligation) to cancel this contract upon written notice to the personal representative of the Buyer who died and to any other Buyer. Upon such cancellation, Seller shall return Buyer's deposits and less any escrow cancellation fees, and neither Buyer nor Seller will then have any further rights or obligations under this contract.

8.15 Arbitration. If any dispute or claim arises out of this contract between Buyer and Seller, or between Buyer and/or Seller and a broker or the broker's sales agents assisting in this transaction, and the parties to such dispute or claim are unable to resolve the dispute through reasonable negotiation between them, then such dispute or claim shall be decided by neutral binding arbitration before a single arbitrator in Maui, Hawaii acting under the rules of Dispute Prevention & Resolution, Inc. Judgment upon an award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may award reasonable attorneys' fees and costs to the prevailing party.

This provision will survive the closing and govern all disputes and claims which may arise in the future between Buyer and Seller both before and after the closing, including but not limited to any claims by Buyer relating to Seller's performance or non-performance of Seller's obligations under this contract or an condominium documents.

**END OF EXHIBIT "A"**

**EXHIBIT "B"**

**DESCRIPTION OF UNITS**

| UNIT NO. | TYPE | LOCATION         | APPROXIMATE NET AREA (Sq. Feet) | COMMON INTEREST |
|----------|------|------------------|---------------------------------|-----------------|
| 1        | A    | North end        | 733                             | .08145          |
| 2        | B    | North end        | 749                             | .08322          |
| 3        | B    | North middle     | 749                             | .08322          |
| 4        | B    | North middle     | 749                             | .08322          |
| 5        | B    | Middle           | 749                             | .08322          |
| 6        | B    | South middle     | 749                             | .08322          |
| 7        | B    | South middle     | 749                             | .08322          |
| 8        | B    | South            | 749                             | .08322          |
| 9        | C    | Southeast corner | 2291                            | .25456          |
| 10       | A    | Southwest corner | 733                             | .08145          |
|          |      |                  |                                 | 1.00            |

**Description of Building:** Keawe Business Center Ulupono Showrooms is a one (1) story building constructed of concrete, glass, steel, masonry, wood, and related building materials.

**Locations of Units:** The units are numbered according to their location, from north to south as units 1 through 8; and from east to west, as units 9 and 10. The locations of the units are shown on the Condominium Plan also.

**Layouts of Units:** Each unit is initially defined as loft space surrounded only by its perimeter boundaries with no interior partitions (except the enclosed half-bath installed in each unit by the Declarant. The interior layout of each unit shall be determined by the Owner(s) thereof and shall be constructed or installed pursuant to Section 8(f) of the Declaration.

**END OF EXHIBIT "B"**

tdw.102754.2 07/16/07

**DUAL AGENCY ADDENDUM  
to Keawe Business Center Deposit Receipt and Sales Contract**

(To be signed by the BUYER before signing the offer and to be signed by the SELLER before reviewing Offer.)

1. Dual Agency. SELLER and BUYER acknowledge and agree that \_\_\_\_\_ (“BROKER”) is undertaking a consensual Dual Agency representation in the sale of the above property. SELLER and BUYER have previously been informed of the possibility of a Dual Agency arising if BROKER represents a client with respect to the above property. SELLER and BUYER have consented to this dual representation and hereby confirm their consent by signing below after reading the following description of the type of representation to be provided.

2. Description of BROKER’s Role. Because BROKER is acting as agent or subagent for SELLER and agent for BUYER in this transaction, BROKER shall make every reasonable effort to remain impartial to SELLER and BUYER. SELLER and BUYER acknowledge that BROKER is acting as the agent or subagent for SELLER and also as the agent of BUYER. In those separate roles, BROKER may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to BROKER.

SELLER and BUYER agree that BROKER shall not be liable to either party for refusing or failing to disclose information which, in the sole discretion of BROKER, would harm one party’s bargaining position and would benefit the other party. Nothing contained herein shall prevent BROKER from disclosing to BUYER any known material facts concerning the property.

BROKER agrees not to disclose: (a) to the BUYER information about what price the SELLER will accept other than the listing price, or (b) to the SELLER information about what price the BUYER will pay other than any written offered price. In the event SELLER and BUYER do not enter into an agreement for the purchase and sale of the SELLER’s property to BUYER, or in the event that the purchase and sale provided for in a purchase and sale agreement between the SELLER and BUYER does not close by the closing date set forth in said agreement (or any extension thereunder), BROKER may terminate its dual agency role and this Agreement by mailing written notice thereof to SELLER and BUYER.

3. Description of SELLER’s and BUYER’s Role. Because of BROKER’s Dual Agency relationship, SELLER and BUYER understand that they have the responsibility of making their own decisions as to what terms are to be included in any purchase and sale agreement between them. SELLER and BUYER also acknowledge that they are aware of the implications of BROKER’s Dual Agency role and that they have determined that the benefits of entering into a transaction between them with BROKER acting as

