

H A W A I I A N
ISLAND HOMES LTD.
COOPERATING BROKER'S SEPARATE AGREEMENT

DRSC Reference Date: _____

Seller's Name: _____

Buyer's Name: _____

Property Reference: Ala Moana Tower, 1617 Kapiolani Boulevard, Honolulu, Hawaii 96814

Tax Map Key: Div. 1 /Zone 2 /Sec. 3 /Plat 041 /Parcel 011 /CPR _____(if applicable).

1. In consideration of the assistance given by the Cooperating Broker who is referred to below, Listing Broker agrees to pay a commission at closing to Cooperating Broker in the following amount: Two and One-Half Percent (2½%). The commission payable to Cooperating Broker shall be paid through Escrow and shall be subject to the receipt of Listing Broker's commission from Seller.
2. Listing Broker certifies that both the firm and the licensee involved in this transaction hold current active real estate licenses.

Name of Seller's Licensee

Member Board I.D. No., if applicable

3. Cooperating Broker certifies that both the firm and licensee involved in this transaction hold current, active real estate licenses.

Name of Buyer's Licensee

Member Board I.D. No., if applicable

4. In order to receive the full commission, payable under the Cooperating Brokerage Agreement, Purchaser's Broker agrees to participate fully as the agent for Purchaser and be responsible for and perform all duties including without limitation those listed below:

Communications: Act as the primary communicator with the Purchaser regarding the status of the project as to any project changes, and any questions the Purchaser may have.

Contract Related: Write up sales contract (if applicable).

Arranging for the Purchaser to execute in a timely manner any necessary documents, deposit checks or other documents pertaining to the Purchaser's purchase, and promptly delivering or ensuring the delivery of such documents to the appropriate recipient.

Loan Process: Coordinate meetings with lender to ultimately obtain conditional loan approval and final written loan approval, including without limitation, coordinating and monitoring the submission and processing of the Purchaser's loan application. Follow up with loan officer and Purchaser to solve any obstacles to loan approval. On a regular basis, provide information regarding the loan to the Hawaiian Island Homes Ltd. agent involved, i.e. lender, loan officer, loan type, important dates, etc.

Closing: Participate in and coordinate pre-closing and closing obligations with Purchaser to facilitate a timely closing.

5. If any monetary dispute or claim involves the Brokers, then such dispute or claim shall be mediated through the Local Board of REALTORS[®], in accordance with the rules of the National Association of REALTORS[®] or in the event the Local Board of REALTORS[®] does not provide mediation services, then through a mutually-agreed-upon mediator. If such mediation is not successful in resolving such dispute or claim, then the Brokers agree to arbitrate the dispute or claim in accordance with the rules of the National Association of REALTORS[®].
6. In the event of a dispute regarding commissions between the Brokers, Escrow is hereby authorized to close the transaction and disburse Seller's proceeds except for the amount of any disputed commission which shall be held by escrow pending resolution of such disputes.
7. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Should the arbitration rules permit, the arbitrator may award reasonable attorney's fees and costs to the prevailing party.
8. The undersigned, by their respective signatures, acknowledge and approve of and agree to above terms and conditions.

Dated: _____

Dated: _____

Listing Broker: HAWAIIAN ISLAND HOMES LTD.

Cooperating Broker: _____

Authorized Signature: _____

Authorized Signature: _____

Address: 931 University Avenue, Suite 305

Address: _____

Honolulu, Hawaii 96826-3241

Bus. _____ Res. _____ Fax. _____

Bus. _____ Res. _____ Fax. _____