

COMPLETE AND RETURN FIRST PAGE AND ADDENDUM "A" ONLY.

THIS CONTRACT CONSISTS OF THE FIRST PAGE AND ADDENDA "A" AND "B." THE FIRST PAGE AND ADDENDUM "A" SHOULD BE COMPLETED, SIGNED AND INITIALED BY BUYER AND SUBMITTED TO SELLER. BUYER IS TO KEEP ADDENDUM "B." EVEN THOUGH ADDENDUM "B" IS NOT SIGNED BY BUYER, IT IS BINDING ON BUYER AND IS AN IMPORTANT PART OF THIS CONTRACT.

DEPOSIT RECEIPT AND SALES CONTRACT

PROJECT NAME: 1533 Nehoa Street AGENT NAME: _____ PHONE: _____

PROJECT TMK#:(1) 2-4-023-025 (CPR No. _____) Approx. Net Living: _____ Sq. Ft. Unit No.: _____

% of Common Interest: 6.1207% [Note: Unit No. 4 has 8.1895% Common Interest]

Buyer has visually viewed parking stall on map or in person and accepts stall# _____.

UNIT PURCHASE PRICE (FEE):\$ _____ . If buyer records on or before 11/30/09, buyer to receive a 3% closing cost credit.

METHOD OF PAYING PURCHASE PRICE:

1. Cash First Mortgage: Amount \$ _____
2. Applying for a loan from _____ Branch _____ Loan Officer _____ Phone # _____
3. Payment A: \$1,000 Place in an interest bearing account? Yes – add \$25 No Payment B: \$BALANCE Due at Closing

CLOSING: Closing shall occur on or before _____ . Time is of the essence.

OWNERSHIP: Severalty Joint Tenants **BUYER IS:** Owner Occupant
 Tenants by Entirety Tenants in Common Investor: _____

FULL NAME(S) (No Initials), ADDRESS(ES) AND MARITAL STATUS OF BUYER:

Name <input type="checkbox"/> I have no middle name <input type="checkbox"/> I have middle initial(s) only			Social Security No. or Co. Federal ID No.
Address			Apt. No.
City	State	Country	ZIP
<input type="checkbox"/> Unmarried	<input type="checkbox"/> Married	Full Name of Spouse if not on title	* Percentage as Tenant in Common
Business Phone	Cellular Phone	Home Phone	Email
Name <input type="checkbox"/> I have no middle name <input type="checkbox"/> I have middle initial(s) only			Social Security No. or Co. Federal ID No.
Address			Apt. No.
City	State	Country	ZIP
<input type="checkbox"/> Unmarried	<input type="checkbox"/> Married	Full Name of Spouse if not on title	* Percentage as Tenant in Common
Business Phone	Cellular Phone	Home Phone	Email

- If there are more than two Buyers, check this box and provide the requested information on additional buyers on a separate sheet to be attached to this Contract.
- Check this box if Buyer does not have a broker and consents to having Seller's Agent(s) represent Buyer in purchasing the Property. By checking this box, Buyer agrees that Buyer has read and approved dual agency per Article IV, Section G.17: _____ (Buyer's Initials).
- I have read, understand and approve the Disclaimer of Warranties, Disclosures and Acknowledgement of Addendum "B", Article IV.D, including disclosures relating to Mold/Mildew, Hazardous Materials, Lead Paint, Asbestos, and the general condition of the Property. _____ (Buyer's Initials).

CONTRACT ACCEPTANCE

Buyer offers to buy the Property at the price and on the terms and conditions contained in this Contract. By signing this first page, Buyer acknowledges that Buyer (i) reviewed this Contract, including Addenda "A" and "B," (ii) understands and accepts all the terms and conditions of this Contract, and (iii) agrees that if Seller accepts this offer, this Contract will be binding upon Buyer and Seller.

Buyer's Signature: _____ Date: _____
 Buyer's Signature: _____ Date: _____

DEPOSIT RECEIPT

Receipt of Buyer's deposit of \$ _____ (Check No. _____) payable to Title Guaranty Escrow Services, Inc. is acknowledged

Sales Agent of Project Broker: _____ on (date) _____

Escrow: TITLE GUARANTY ESCROW SERVICES, INC. Co-Operating Broker: _____

Officer: Chelsea Yuhudah Company: _____ Address: _____

Phone: 521-0237 Fax: _____ Commission: \$ _____

Reviewed By: Project Broker Barry D. Kaplan Date: _____ Phone:(808) 864-1500 Fax: (808) 946-3224

HIDC NEHOA/KINAU, INC. ("Seller") agrees to sell the Property at the price and on the terms and conditions contained in this Contract and its Addenda "A" and "B." Buyer acknowledges that Buyer has received a copy of this Contract.

By: _____
 Peter Savio, President Date of Execution and Acceptance by Seller

ADDENDUM "A"
TO
1533 NEHOA STREET DEPOSIT RECEIPT AND SALES CONTRACT
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement:

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

OTJ (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
Seller does not have actual knowledge regarding the presence of lead-based paint and/or lead-based paint hazards in the housing; however, in light of the age of the Project, there may be lead-based substances in the units or in, under or around the Project. Because of the possible presence of such substances, buyers should have their respective units inspected within the 5-day inspection period to determine the extent (if any) of such contamination and necessary remedial action.

OTJ (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

OTJ (b) Records and reports available to the seller (check one below):

- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

- ____ (c) Purchaser has received copies of all information listed above.
 ____ (d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
 ____ (e) Purchaser has (check one below):
 Received a 5-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

BDK (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

<u>[Signature]</u> HIDC Nehoa/Kinau, Inc. <u>Bamy D. Kyele</u> 12/27/05 Agent Date	_____ Date _____ Agent Date _____ Purchaser Date _____ Purchaser Date
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NOTICE TO ALL PERSONS SIGNING THIS AFFIDAVIT: This affidavit is being provided to you pursuant to Subpart V.B of the Condominium Property Act (Chapter 514B of the Hawaii Revised Statutes, as amended). Subpart V.B is referred to as the “Owner-Occupant Law” in this Affidavit, and various Sections of Subpart V.B are referenced in this Affidavit. This Affidavit is a legal document that contains promises which are binding on you. If these promises are broken, you could be subject to various penalties that are described in the Owner-Occupant Law and in this Affidavit. Therefore, it is strongly recommended that you seek the advice of an attorney or the Developer’s representatives if you do not understand anything contained in this Affidavit, or have questions about anything contained in this Affidavit, or do not understand the references to the Owner-Occupant Law or other provisions of the Condominium Property Act which are contained in this Affidavit.

**AFFIDAVIT OF INTENT TO PURCHASE AND RESIDE IN AN
OWNER-OCCUPANT DESIGNATED CONDOMINIUM RESIDENTIAL UNIT
1533 NEHOA STREET**

We, the undersigned “owner-occupants,” on this _____ day of _____, 20____, do hereby declare that it is our intention to purchase and reside in a condominium residential unit designated for an “owner-occupant” in the 1533 Nehoa Street condominium project (“Project”) proposed by HIRC Nehoa/Kinau, Inc., a Hawaii corporation (“Developer”).

We understand, affirm, represent and agree by signing this Affidavit that:

1. It is our intent to reserve and purchase an owner-occupant designated residential unit (“unit”) pursuant to Section 514B-96 of the Owner-Occupant Law, and upon closing escrow, to reside in the unit as our principal residence for three hundred sixty-five (365) consecutive days.

2. The term “owner-occupant” as used herein is defined in Section 514B-95 of the Owner-Occupant Law as:

“ . . .any individual in whose name sole or joint legal title is held in a residential unit that, simultaneous to such ownership, serves as the individual’s principal residence, as defined by the department of taxation, for a period of not less than three hundred sixty-five consecutive days; provided that the individual shall retain complete possessory control of the premises of the residential unit during this period. An individual shall not be deemed to have complete possessory control of the premises if the individual rents, leases, or assigns the premises for any period of time to any other person in whose name legal title is not held; except that an individual shall be deemed to have complete possessory control even when the individual conveys or transfers the unit into a trust for estate planning purposes and continues in the use of the premises as the individual’s principal residence during this period.” (Emphasis added).

3. We understand that if two or more prospective owner-occupants intend to reside jointly in the same designated unit, only one owner-occupant's name shall be placed on the reservation list for either the chronological system or lottery system.

4. We affirm that we shall notify the Real Estate Commission immediately upon any decision to cease being an owner-occupant of the unit.

5. We have personally executed this Affidavit and we are all of the prospective owner-occupants for the unit. This Affidavit shall not be executed by an attorney-in-fact.

6. We shall not sell or offer to sell, lease or offer to lease, rent or offer to rent, assign or offer to assign, or convey the unit until at least three hundred sixty-five (365) consecutive days have elapsed since the recordation of the instrument conveying title to the designated unit to us; provided that if we continue to use the premises as our principal residence during this period, we may convey or transfer the unit into a trust for estate planning purposes. Furthermore, we understand that we have the burden of proving our compliance with the Owner-Occupant Law.

7. We understand that no developer, employee or agent of a developer, or real estate licensee shall violate or aid any person in violating the Owner-Occupant Law.

8. Upon request, the Real Estate Commission may require verification of our status as an "owner-occupant", as that term is defined in the Owner-Occupant Law, and if we fail to submit such verification of our continuing owner-occupancy status, we may be subject to a fine in an amount equal to the profit made from the sale, assignment or transfer of the designated residential unit.

9. Any false statement in this Affidavit or violation of the Owner-Occupant Law shall subject us to a misdemeanor charge with a fine not to exceed \$2,000, or by imprisonment of up to a year, or both. We further understand that if we violate or fail to comply with the Owner-Occupant Law, we shall be subject to a civil penalty of up to \$10,000, or fifty per cent of the net proceeds received or to be received from the sale, lease, rental, assignment or other transfer of the residential unit, whichever is greater.

10. When required by context, each pronoun reference shall include all numbers (singular or plural) and each gender shall include all genders.

By signing this Affidavit we represent and affirm that we have read, understand and agree to the above statements.

1) _____
Purchaser's Signature Date
Print Name: _____
Date of Birth: _____

2) _____
Purchaser's Signature Date
Print Name: _____
Date of Birth: _____

3) _____
Purchaser's Signature Date
Print Name: _____
Date of Birth: _____

STATE OF HAWAII)
) SS
CITY AND COUNTY OF HONOLULU)

On this _____ day of _____, 20 ____, before me personally appeared _____ and _____ and _____, to me satisfactorily proven to be the person(s) described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed as owner-occupants.

Notary Public, State of Hawaii
Print Name: _____
My Commission Expires: _____

NOTICE OF RIGHT TO CANCEL SALES CONTRACT

Condominium Project: 1533 NEHOA STREET
Registration Number: 6882 (Conversion) Effective date of Developer's Public Report: October 26, 2009

- A. I have signed a sales contract for Unit _____
- B. I understand that I have a right under Hawaii law to cancel my sales contract up to midnight on the thirtieth (30th) day after the developer has delivered to me:
1. The Developer's Public Report with an effective date issued by the Real Estate Commission, which includes the Project's recorded declaration and bylaws, house rules (if any), a letter-sized copy of the condominium map, * and any amendments to the report or the project's documents; and
 2. This Notice of Right to Cancel Sales Contract.
- C. If I cancel my sales contract, I understand that I will be entitled to the refund of any down payment or deposit that I have made, less any escrow cancellation fee and other costs, up to \$250. If I decide to cancel, I understand that I may do so by notifying the developer in writing by: (a) personal delivery; (b) registered or certified mail with adequate postage, at the following address: 931 University Avenue, Suite 305, Honolulu, HI 96826; or (c) facsimile (FAX) transmission at the following FAX number: (808) 946-3225. My written cancellation may be any written statement signed and dated by me that states my decision to cancel my sales contract, or I may use this Notice by checking the appropriate box, signing and dating this Notice and returning it to the developer.
- D. I understand that if I do not cancel my sales contract by the deadline described in Section B above, or if I close the purchase of the unit before the deadline described in Section B above, I will be considered to have waived my right to cancel my sales contract under Hawaii law. I also understand that I can waive my right to cancel my sales contract under Hawaii law by checking the appropriate box below, signing and dating this Notice and returning it to the developer.
- E. If I have received this Notice of Right to Cancel Sales Contract more than six (6) months after the date I received the Developer's Public Report, I understand that the developer is required to either resend me a copy of the report and any amendments to it, or to make the documents available on a publicly accessible website. If this applies to me, I would like delivery as follows (*check one*):
- Mail them to me at my address on the sales contract
- I will view them on the website at _____
(Insert Web Address)
- I received them at the same time I received this Notice of Right to Cancel Sales Contract
- I HAVE RECEIVED AND READ THIS NOTICE, I HAVE HAD AN OPPORTUNITY TO READ THE DEVELOPER'S PUBLIC REPORT, I UNDERSTAND THE DEVELOPER'S PUBLIC REPORT, AND (*check one or none of the following*):**
- I WAIVE MY RIGHT UNDER HAWAII LAW TO CANCEL MY SALES CONTRACT.**
- I EXERCISE MY RIGHT UNDER HAWAII LAW TO CANCEL MY SALES CONTRACT.**

Signature

Date

Signature

Date

* If it is impractical to include a letter-sized map, the developer must provide written notice of an opportunity to examine the map