

**PLANTATION TOWN APARTMENTS
A FEE SIMPLE CONDOMINIUM PROJECT
SALES CONTRACT AND DEPOSIT RECEIPT**

Market Units

This Sales Contract and Deposit Receipt ("Sales Contract") is made by and between PLANTATION TOWN APARTMENTS LLC, a Hawaii limited liability company, whose principal place of business and post office address is 1133 Waimanu Street, Suite 2800, Honolulu, Hawaii 96814, herein referred to as "Seller," and the below-named Buyer, and shall be effective upon the date of execution by Seller.

A. Description of the Unit Covered by This Agreement.

Unit No. _____ ("Unit"), in **94-979 Kau'olu • 94-302 Paiwa** (*circle one*) of the PLANTATION TOWN APARTMENTS condominium project located at 94-979 Kau'olu Place and 94-302 Paiwa Street, Waipahu, Hawaii 96797 ("the Project"). See the Project's most recent public report for information regarding common interests, etc.

The Unit shall come with various appliances and fixtures including a range/oven, range hood, garbage disposal, water heater, refrigerator, ceiling fans and air conditioner. The Unit shall also come with the right to use ____ parking stall(s). See Section E.2.c. below for more information.

Qualified Resident Requirement Applies. If this box is checked, the HHFDC qualified resident requirement applies, and Buyer shall sign an affidavit acknowledging that Buyer is a "qualified resident" as that term is defined in Section 201H-32 of Chapter 201H of the Hawaii Revised Statutes, as amended, and in Hawaii Administrative Rules 15-174-84. See Section E.4 for more information.

B. Information Concerning Buyer. Include all persons in whom title is to be vested. All persons whose names will appear on the deed to the Unit must enter their names below and affix their signature on page 3 hereof. If Buyer is a trustee, a copy of the trust agreement shall be provided to Seller prior to pre-closing.

1. Full name (no initials): _____
() Single () Married Last four (4) digits of Social Security No. _____

Address: _____ Telephone (H) _____
_____ Telephone (B) _____

If married, full name of spouse: _____
Title to include spouse: () Yes () No

2. Full name (no initials): _____
() Single () Married Last four (4) digits of Social Security No. _____

Address: _____ Telephone (H) _____
_____ Telephone (B) _____

If married, full name of spouse: _____
Title to include spouse: () Yes () No

3. Full name (no initials): _____
() Single () Married Last four (4) digits of Social Security No. _____

Address: _____ Telephone (H) _____
_____ Telephone (B) _____

If married, full name of spouse: _____
Title to include spouse: () Yes () No

4. Tenancy (check one):
() Severalty
() Tenants by the Entirety
() Joint Tenants
() Tenants in Common:
Indicate % interest (1) _____ (2) _____ (3) _____ (4) _____
Combination of the above as follows: _____
() To be determined in escrow.

C. Purchase Price, Method of Purchase, Method of Payment, Additional Sums to be Paid, Purchase Agreement, Reservation Agreement and Public Report(s).

1. Purchase Price. Total Purchase Price for Unit: \$ _____

2. Method of Purchase. () All Cash
() Cash Down Payment and Mortgage Loan

3. Method of Payment. Buyer shall make the following payments in cash or by cashier's check payable to "Title Guaranty Escrow Services, Inc." ("the Escrow Agent"):

Payment A: Initial deposit in the amount of **\$1,000.00** to be paid upon signing this Agreement.

Payment B: **Three and one-half percent (3.5%)** of the Total Purchase Price (less Payment A) to be paid on or before _____.

Payment C: \$ _____ by way of:

Payment C.1: \$ _____
Balance of Payment C not being provided by a mortgage loan or loans as set forth in Payment C.2) payable no later than the Pre-Closing Date (as defined in Section E.11.a below).

Payment C.2: \$ _____
(The portion of Total Purchase Price provided by way of mortgage proceeds) payable no later than two (2) days prior to the Closing Date (as defined in Section E.11.b below).

Total Purchase Price: \$ _____

(Note: There is no Finance Charge or any other cost which is payable by Buyer because of the fact that Buyer will make several deposits and payments on account of the Total Purchase Price under this Agreement. All costs associated with deferral of payments in the manner provided in this Agreement have been included in the Total Purchase Price.)

Interest on Deposits: Buyer shall not receive and shall not be entitled to any interest on any Deposit made by Buyer hereunder. Any and all interest paid on any such deposits shall belong to Seller. Buyer's execution of this Agreement is a direction to the Escrow Agent to that effect.

4. **Additional Sums to be Paid by all Buyers at Pre-Closing.**

	Unit Nos. ending in 04, 06, 10, 12	Unit Nos. ending in 05, 07, 08, 09	Unit Nos. ending in 02, 14	Unit Nos. ending in 01, 13
Project Start-Up Fee	\$416	\$510	\$510	\$592
Two (2) Months' Maintenance Fee	\$416	\$510	\$510	\$592
Total Additional Sums:	\$832	1,020	\$1,020	\$1,184

PLUS CLOSING COSTS AND PRORATIONS AS PROVIDED IN SECTIONS E.9 AND E.12. ESTIMATED AMOUNTS SHALL BE PAID NO LATER THAN TWO (2) DAYS BEFORE CLOSING.

5. **Purchase Agreement.** Seller agrees to sell and Buyer agrees to buy the Unit described in Section A above which is located in the Plantation Town Apartments Project, SUBJECT TO AND IN CONSIDERATION OF THE "ADDITIONAL TERMS AND CONDITIONS" SET FORTH IN SECTION E OF THIS AGREEMENT WHICH BY THIS REFERENCE ARE MADE A PART HEREOF AND INCORPORATED HEREIN FOR ALL PURPOSES. BUYER ACKNOWLEDGES HAVING READ SECTION E IN FULL AND IS AWARE OF AND ACCEPTS THE TERMS, CONDITIONS, LIMITATIONS AND DISCLAIMER OF WARRANTIES DESCRIBED THEREIN AND ACKNOWLEDGES THAT THIS AGREEMENT, SECTIONS A THROUGH E.27, TOGETHER WITH ANY ADDENDA ATTACHED HERETO, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES ("the Agreement").

6. **Receipt for Public Report(s) and Project Documents.** Buyer acknowledges that Buyer has been provided with the following documents before signing this Agreement:

- (X) Receipt for Second Amended Developer's Public Report, and all amendments thereto
- (X) Second Amended Developer's Public Report, and all amendments thereto
- (X) Declaration of Condominium Property Regime dated August 4, 2006, filed as Document No. 3464554, and all amendments thereto
- (X) Bylaws of the Association of Unit Owners dated August 4, 2006, filed as Document No. 3464555, and all amendments thereto
- (X) Condominium Map No. 1841, and all amendments thereto
- (X) Amended and Restated House Rules dated January 11, 2007, and all amendments thereto
- (X) Notice of Right to Cancel Sales Contract

D. **Special Broker Agency Disclosure.** In connection with the sale of the Unit by Seller to Buyer pursuant to a Public Report with an effective date issued by the Real Estate Commission, Buyer acknowledges and understands that HAWAIIAN ISLAND HOMES, LTD., and all licensees employed by or associated with such broker, represent only Seller. By initialing below, Buyer and Seller confirm that oral or written disclosure of such representation was provided to Buyer and Seller before the signing of this Agreement.

Buyer's Initials _____ Seller's Initials _____

SUBJECT TO THE PROVISIONS OF SECTION E.3 HEREOF, THIS AGREEMENT IS BINDING UPON SELLER ONLY IF SELLER SIGNS IT. EXECUTION OF THIS AGREEMENT BY A BROKER OR SALESPERSON REPRESENTING SELLER SHALL NOT CONSTITUTE EXECUTION BY SELLER OR BIND SELLER UNDER THIS AGREEMENT.

BUYER:

SELLER:

Name (Print): _____

PLANTATION TOWN APARTMENTS LLC,
a Hawaii limited liability company

By: M & M INVESTMENTS, INC.,
a Hawaii corporation
Its Managing Member

Name (Print): _____

By _____
Michael Kimura
Its President

Name (Print): _____

Name (Print): _____

Date and time of execution by Buyer:

Date and time of execution by Seller:

Date Time

Date Time

Receipt of Buyer's \$ _____
Deposit pursuant to Section C.3 above is
hereby acknowledged.

HAWAIIAN ISLAND HOMES, LTD.

By _____

Agreement Reviewed By: _____

E. Additional Terms and Conditions.

1. Recitals.

a. The Unit covered by this Sales Contract is part of the “Plantation Town Apartments” condominium project (the “Project”). The Project is located at 94-979 Kau’olu Place and 94-302 Paiwa Street, Waipahu, Hawaii, and includes two (2) twelve-story apartment buildings containing three hundred thirty (330) residential units. The Project also includes a parking lot located immediately adjacent to the Project, which is reserved for the exclusive use of the Project’s Unit owners. The Project was developed by Seller and created by that certain Declaration of Condominium Property Regime of Plantation Town Apartments dated August 4, 2006, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (“the Land Court”) as Document No. 3464554 (“the Declaration”), and Condominium Map No. 1841, as amended (“the Condominium Map”). The Project is registered with the Real Estate Commission of the State of Hawaii (“the Real Estate Commission”) as Reg. No. 6103, pursuant to Chapter 514B, Hawaii Revised Statutes (“HRS”), as amended (“the Act”). Copies of the Project documents are available for inspection at the Real Estate Commission.

b. Seller has entered into an escrow agreement (“the Escrow Agreement”) with Title Guaranty Escrow Services, Inc., whose address is 235 Queen Street, First Floor, Honolulu, Hawaii 96813 (“Escrow Agent”), as the same may be amended from time to time, providing for the payment of all monies due hereunder to be paid to and disbursed by Escrow Agent in accordance with the terms and conditions thereof.

c. Seller desires to sell to Buyer and Buyer desires to purchase from Seller all of Seller’s right, title and interest in the Unit and in the common elements appertaining thereto, all in accordance with the terms, covenants and conditions of this Agreement and the Escrow Agreement.

NOW, THEREFORE, the parties agree as to the following additional terms and conditions set out in this Agreement.

2. Sale of Unit.

a. Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller all of Seller’s right, title and interest in, to and under the following:

(1) The above-designated Unit, as more particularly described in the Declaration and shown on the Condominium Map, together with all limited common elements and easements appurtenant thereto.

(2) An undivided percentage interest, as described in the Declaration, in the common elements of the Project as defined and established in the Declaration, as a tenant in common with the holders from time to time of other undivided interests in the common elements.

b. The interest of Buyer in the above-described property (“Property”) shall be subject to all of the applicable terms, covenants, conditions, easements, rights, agreements and other provisions mentioned or contained in the Unit deed, as the same may be amended from time to time (“the Deed”), and in the Declaration, the Bylaws of the Association of Unit Owners of Plantation Town Apartments recorded as Land Court Document No. 3464555 (“the Bylaws”), and the Amended and Restated House Rules adopted pursuant to the Bylaws (“the House Rules”), as amended from time to time, copies of which Buyer acknowledges having received and examined.

c. The Unit shall also come with the parking stall(s) indicated in Section A; provided, however, that the assignment and use of the stalls shall be governed by the House Rules. Seller has established a common parking plan in the House Rules for the benefit of the Association of Unit Owners of Plantation Town Apartments (“the Association”) and the individual Unit owners. The parking plan may be disbanded by the Association by a vote of a majority of the Board of Directors of the Association (“the Board”). The Association may assign stalls for use or may adopt an unassigned parking policy in its sole discretion.

3. **Conditions for Binding Agreement.**

a. This Agreement will not become a binding Agreement upon Seller and Buyer unless and until: (i) Buyer has receipted for or is deemed to have receipted for the Public Report, which shall include the Public Report itself, the recorded Declaration and Bylaws, House Rules, Condominium Map, and all amendments (collectively, “the Public Report”), and a Notice of Right to Cancel Sales Contract; and (ii) Buyer has waived or is deemed to have waived Buyer’s right to cancel this Agreement as more particularly provided in Section 514B-86 of the Act. Buyer may cancel this Agreement at any time up to midnight of the thirtieth (30th) day after the Public Report is delivered to Buyer. Buyer may waive Buyer’s right to cancel, or shall be deemed to have waived Buyer’s right to cancel, by (A) checking the waiver box on the Notice of Right to Cancel Sales Contract and delivering it to Seller, (B) letting the 30-day period expire without taking any action to cancel, or (C) closing the purchase of the Unit before the cancellation period expires.

b. In the event this Agreement is terminated pursuant to Section E.3.a above, Seller shall cause the Escrow Agent to refund all payments previously made by Buyer, without interest, and neither party shall have any other or further liability hereunder or with respect to the Project. If this Agreement is terminated as aforesaid, then the Escrow Agent shall deduct from the refund to Buyer the escrow cancellation fee (which shall not exceed \$250) and Buyer shall be separately responsible for the costs of any lending institution in processing this Agreement or the loan application.

4. **HHFDC Qualified Resident Requirement.**

a. **Qualified Resident.** If the box in Section A on page 1 of this Agreement is checked, then the “qualified resident” requirement of the Hawaii Housing Finance and Development Corporation (“HHFDC”), pursuant to HRS Section 201H-32 and Hawaii Administrative Rules 15-174-84, applies to Buyer’s purchase of the Unit. As a condition to purchasing the Unit, Buyer shall sign an affidavit to acknowledge and agree that: (a) Buyer is a citizen of the United States or a resident alien; (b) Buyer is domiciled in the State of Hawaii and shall physically reside in the Unit; (c) Buyer is at least eighteen years of age; and (d) meets all other qualifications as determined by Seller (the “Qualified Resident Affidavit”).

b. **Qualified Resident Affidavit.** Buyer understands that Seller will rely on the Qualified Resident Affidavit completed by Buyer as a part of this Agreement in determining whether Buyer has met the HHFDC qualified resident requirement. Buyer confirms that the information contained therein is true and correct in all respects and can be relied upon by Seller for the purpose of such qualification of Buyer. Buyer agrees to promptly notify Seller of any change which occurs to any of the information provided to Seller in the Qualified Resident Affidavit prior to Closing.

5. **Buyer’s Financial Condition.**

a. **Financial Statement.** Buyer agrees to deliver to Seller’s agent or, at Seller’s option, directly to Buyer’s mortgagee prior to or no later than five (5) business days after the date of

Seller's notice to Buyer of Seller's acceptance of this Agreement: (i) a financial statement certified by Buyer to be true and accurate as of the date of such delivery, in form and content sufficient to fully disclose Buyer's financial circumstances as of the date of delivery, including, without limitation, the identification and the reasonably accurate valuation of any assets as of the date of delivery, (ii) a completed loan application to one or more lending institutions, if Buyer requires financing, (iii) a full credit report, and (iv) any other information required by Seller.

b. **Buyer Shall Provide Evidence of Funds to Make Deposits.** Prior to or within five (5) business days after execution of this Agreement by Buyer, Buyer shall give to Seller or, at Seller's option, directly to Buyer's mortgagee such written evidence including, without limitation, copies of tax returns, financial statements and other 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 loan commitment acceptable by Seller) at the times specified in Section C above. In the event that Seller or Buyer's mortgagee, as the case may be, (i) shall not receive such Cash Evidence within five (5) business days after execution of this Agreement by Buyer, or (ii) shall reject Buyer's Cash Evidence as unacceptable by written notice to Buyer within fifteen (15) business days of Seller's receipt of such Cash Evidence, then in either case this Agreement may, at anytime thereafter and at Seller's sole discretion, be terminated and cancelled, and, upon such termination and cancellation, Seller shall direct the Escrow Agent to refund to Buyer all sums paid hereunder by Buyer, less any escrow cancellation fee not in excess of \$250. Buyer represents that the financial data to be submitted in connection with this Agreement to Seller or any prospective mortgagee shall be true and accurate. Buyer agrees to notify Seller immediately of any material change which occurs in Buyer's financial condition prior to Closing. Buyer's failure to notify Seller of any such change shall constitute a continuing representation by Buyer that Buyer's financial circumstances have not materially changed. Seller shall have the right, exercisable in Seller's sole discretion, to cancel this Agreement and hold Buyer in default under this Agreement if any material discrepancies are discovered between the financial information furnished and Buyer's actual financial condition.

c. **No Detrimental Change in Financial Statement.** Buyer acknowledges that Seller is relying on the above-mentioned financial statement, Cash Evidence and other information submitted by Buyer in entering into this Agreement. Buyer acknowledges that Seller may have to make binding commitments to its lender and other parties based upon the Financial Statement and other information provided by Buyer. In partial consideration of such reliance, Buyer agrees to notify Seller immediately of any detrimental material change which occurs in Buyer's financial condition prior to Closing, and, notwithstanding anything herein to the contrary, if Buyer's financial circumstances detrimentally and materially change prior to Closing (if Buyer requires financing) or Pre-Closing (if Buyer does not require financing) as defined below, then Seller shall have fifteen (15) business days after receipt of such notification to either accept such change, in which case Buyer and Seller shall, in its sole discretion, proceed according to the terms of this Agreement or rescind this Agreement. In the event of such rescission, Seller shall cause the Escrow Agent to refund to Buyer the amounts already paid, less the cost of any credit report, escrow cancellation fees, if any, and other costs actually incurred in reviewing such financial statement. BUYER HEREBY ACKNOWLEDGES THAT IN THE EVENT OF A DETRIMENTAL CHANGE IN BUYER'S FINANCIAL CONDITION, BUYER MAY NOT BE RELEASED FROM THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND BUYER WARRANTS THAT BUYER HAS ENTERED INTO THIS AGREEMENT KNOWING AND ASSUMING THE RISK OF A DETRIMENTAL CHANGE TO BUYER'S FINANCIAL CONDITION.

d. **Breach.** Any breach of the covenants and warranties contained herein shall constitute a default hereunder by Buyer entitling (but not limiting) Seller to retain all sums paid hereunder as liquidated damages as provided therein.

e. **Financial Inquiries.** Buyer agrees that by executing this Agreement, Seller and any proposed mortgagee are authorized to make such financial inquiries about Buyer which Seller and any proposed mortgagee may deem necessary or appropriate to verify Buyer's financial condition, capability to consummate the Agreement. Buyer further agrees to promptly confirm such authority separately in writing as may be required by Seller or any proposed mortgagee.

6. **Late Charge.** In addition to such other remedies which may be available to Seller by law or pursuant to this Agreement, Seller may impose a late charge of one percent (1%) per month on the amount of any such payment which is not paid in the manner specified above. Such late charge shall accrue commencing on the date the payment is due and payable as provided herein.

7. **Escrow Agreement; Use of Escrow Funds.**

a. **Approval and Authorization.** Buyer acknowledges that Buyer has had an opportunity to examine and hereby ratifies, approves and accepts the terms and provisions of the Escrow Agreement, which is incorporated herein, and assumes the benefits and obligations set forth therein. Buyer hereby irrevocably authorizes and instructs Escrow Agent to comply with the terms of the Escrow Agreement, and agrees that payments under Section C hereof may be disbursed by Escrow Agent, including disbursements for construction costs, as provided in the Escrow Agreement.

b. **Escrow to Provide Closing Statement to HHFDC.** Buyer authorizes Escrow to furnish a certified copy of Buyer's Closing Statement to HHFDC following Closing.

8. **Financing of Purchase: Qualifying for Loan.**

a. **Buyer's Obligation to Seek a Loan Commitment.** Buyer represents that Buyer is financially capable of making all required payments at the required time set forth herein. If financing is required by Buyer, Buyer shall prior to or within five (5) business days from the date of execution of this Agreement by Buyer, apply for mortgage financing from a mortgage lender of Buyer's choice, promptly sign and deliver all documents and diligently take all steps necessary to qualify and obtain the required financing. An originally executed copy of any notification of loan approval or mortgage commitment obtained by Buyer shall be delivered to Seller immediately upon receipt by Buyer. Buyer shall have fifty (50) calendar days after Seller's acceptance and execution of this Agreement to obtain loan approval or a mortgage commitment. Buyer shall obtain a non-contingent loan commitment which is valid for not less than sixty (60) days prior to Closing. If Buyer fails to obtain such a commitment within such time period, this Agreement will be canceled and Seller will cause the Escrow Agent to refund to Buyer all of Buyer's deposits paid to the Escrow Agent without any interest less an escrow cancellation fee not in excess of \$250. Seller shall have the right, in Seller's sole discretion, to disapprove of any loan approval or mortgage commitment submitted to Seller under this Agreement within fifteen (15) business 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 fifteen (15) business day period, such loan approval or mortgage commitment shall be deemed to be approved. Neither Seller nor any of its agents or representatives shall have any 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 and canceling Buyer's loan application. In order to facilitate Seller's awareness of Buyer's progress in obtaining a mortgage loan, Buyer hereby authorizes Buyer's prospective mortgage lender to transmit at Seller's or Seller's agent's request any and all information necessary for this purpose, including, but not limited to, copies of all correspondence between Buyer's prospective lender.

b. **Failure to Meet Financial Requirements.** Seller, in its sole discretion, may elect to cancel this Agreement upon written notice to Buyer if any of the following occurs:

(1) Buyer's application or eligibility for a mortgage loan in the amount set forth in Section C is rejected by a mortgage lender or mortgage lenders, or Buyer's loan approval or mortgage commitment is not approved within the fifty (50) calendar day period specified in Section E.8.a hereof;

(2) 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 as required in Section E.5.b hereof;

(3) There is a change in Buyer's circumstances rendering any representation set forth in the Qualified Resident Affidavit untrue;

(4) Buyer, after having had a loan approval or mortgage commitment disapproved by Seller, is thereafter unable to have such approval or commitment modified or revised to the satisfaction of Seller within thirty (30) business days thereafter; or

(5) Seller, in its sole discretion, after reviewing the written Cash Evidence submitted to Seller or Buyer's mortgagee, as the case may be, by Buyer, determines that Seller is not satisfied as to Buyer's ability to make the cash deposit payments as described in Section C above.

Upon such cancellation, Seller shall direct the Escrow Agent to refund to Buyer all sums paid hereunder by Buyer, less any escrow cancellation fee not in excess of \$250. If Seller elects to cancel this Agreement for reasons set forth in this Section, Seller shall not be liable for any damage Buyer may suffer as a result of such cancellation.

c. **Failure of Buyer's Financing at Pre-Closing.** If Buyer shall fail for any reason whatsoever to remove any contingency from its loan approval by Pre-Closing 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 Agreement and pursue any and all other remedies available to Seller at law or in equity and as set forth in Section E.23 herein.

9. **Closing Costs.** Buyer shall pay for all closing costs, including, without limitation, the cost of drafting the Unit Deed and the cost of the acknowledgments thereof; recording fees; the State of Hawaii conveyance tax (note: in connection with the conveyance tax, Seller and Buyer do hereby appoint the Escrow Agent as their agent for the purpose of filing the affidavit in respect thereto); the escrow fees; the cost of obtaining financing or a financing commitment for any portion of the purchase price and all expenses incident thereto; the expense of credit reports; preparation of all of Buyer's mortgage documents (which costs shall be paid directly to Buyer's mortgagee and shall in no event be reimbursed by Seller); any costs incurred for Buyer's title insurance; any costs and fees otherwise required to be paid by Buyer in this Agreement, including maintenance fees and start-up fees; and any cost incurred by Buyer or Seller as a result of Buyer's requesting changes in a document after Buyer has been given notice by the Escrow Agent that such document will be prepared. Buyer shall also pay for any attorneys' fees and costs incurred by Seller in connection with any failure by Buyer to timely pre-close and close as set forth herein and otherwise perform all obligations of Buyer as set forth herein.

10. **[Intentionally Omitted.]**

11. **Closing.**

a. **Pre-Closing.** Seller will have the right to Pre-Close this sale by having all necessary closing documents signed and deposited with Escrow before the time of Closing. To allow Pre-Closing to take place, Buyer agrees that any time after ten (10) days from the date this Agreement becomes a binding contract and after receiving notice to pre-close from Seller, Buyer's mortgage lender, Seller's agent or Escrow, Buyer will sign all documents and do everything else required for Closing. This will include, for example, signing the Unit Deed, the Conveyance Tax Certificate, a Closing statement based on Seller's estimate of the date the Unit can be occupied, and any other documents that may be required to ensure that Buyer will be able to pay the balance of the Total Purchase Price, Buyer's share of Closing costs and the Additional Sums at Closing. Buyer and Seller agree that Escrow may date all documents and change the estimated prorations according to the terms of this Agreement. If Buyer's home or place of business is on Oahu, Buyer agrees to pre-close at the escrow office designated above on a date and at a time set by Escrow for the Pre-Closing.

b. **Closing; Closing Date.** Closing will take place on the "Closing Date." The Closing Date will be set by Seller alone and may be changed at any time in Seller's sole discretion, and identified in a written notice to Buyer. The Unit Deed shall be recorded in favor of Buyer upon Closing. The Total Purchase Price and all other sums of money which Buyer is required to pay under this Agreement and which Buyer shall not have paid shall have been paid in full by two (2) days before Closing.

(1) **Payments of Moneys On or Before Scheduled Closing Date.** All moneys required to be paid hereunder must be paid concurrently with Buyer's signing of the documents required for Closing, unless a different payment due date is otherwise approved by Seller. This will include, for example, any unpaid balance of the Total Purchase Price, Additional Sums, Closing Costs and prorations. All payments must be paid in cash or by cashier's or certified check from a bank or other financial institution having its main office in Honolulu, Hawaii.

(2) **Recording of Unit Deed.** Escrow will not record the Unit Deed until Escrow has received a certificate from a title company authorized to do business in the State of Hawaii and approved by Seller, stating that when the Unit Deed is recorded, there will be no liens or claims against the Property except for those permitted by law or this Agreement.

(3) **Prorations and Risk of Loss.** Proration of maintenance fees and other common expenses (including limited common expenses), and real property taxes will be made as of the scheduled Closing Date. Buyer will be responsible for any loss or damage to the Property starting on the scheduled Closing Date.

c. **Failure to Comply with Pre-Closing or Closing Requirements.** If Buyer fails to execute all documents necessary for Closing (as determined and provided by Seller) on or before Pre-Closing, or if Buyer fails to make the payments required by this Agreement when due on or before Pre-Closing, then Buyer shall be deemed to be in default pursuant to Section E.23 hereof. Without limiting, and in addition to, any other remedies that Seller may have as a result of Buyer's failure to make such payments or complete such inspection or execute such documents, Buyer shall remain liable for all maintenance costs, real property taxes and other prorated expenses as of the proration date set forth in Section E.12 hereof regardless of when the Closing of the sale of the Unit actually occurs, and Buyer shall pay to Seller TWO HUNDRED FIFTY DOLLARS (\$250) per calendar day from the date of Closing until the date a deed is actually recorded in favor of Buyer or a replacement buyer for the Unit described herein as Seller's cost incurred for Buyer's delay. Seller and Buyer hereby acknowledge that they understand and have agreed that, in such event, the injury to Seller will be difficult and expensive to measure in view

of Seller's financial commitments with respect to the Project, and the uncertainty created by Buyer's delay in view of the nature of the real estate market in Hawaii. The parties agree that the above-mentioned amounts are a reasonable estimate of Seller's fair compensation for any damages resulting from such delay and shall be in addition to, and is not part of, the Total Purchase Price and shall be payable immediately regardless of whether the Closing of the sale of the Unit actually occurs.

12. **Other Costs.** In addition to payment of the Closing costs referred to in Section E.9, Buyer acknowledges that Buyer has been informed that Buyer may be required to prepay maintenance fees for a period of up to two (2) months, prepay real property taxes for the remainder of the real property tax year prorated as of the date of Closing, and pay a non-refundable Project start-up fee in an amount equal to two (2) months' maintenance fees, which shall be a one-time assessment at sale, not as a common expense, which shall be in addition to the normal monthly maintenance fees, and shall be held, accounted for and expended as funds of the Association for the benefit of all of the unit owners by Seller and the managing agent. Buyer further agrees that all maintenance, other taxes, assessments, and other expenses shall also be prorated between Seller and Buyer as of such proration date for real property taxes which shall be the date of Closing as defined in Section E.11.b above. (Note: This amount, together with other amounts required, is in addition to and is not part of the Total Purchase Price and shall be paid on or before Pre-Closing).

13. **Inspection and Actual Possession.**

a. **Buyer's Inspection.** At reasonable hours (to be arranged by Buyer and Seller) during the Inspection Period (which ends at 5:00 p.m., Hawaii Standard Time, on the fifth (5th) day following the Acceptance Date, unless extended by Seller in Seller's sole discretion), Buyer (or Buyer's agent or representative) may inspect Buyer's Unit. Upon completion of such inspection, Buyer agrees to sign an inspection sheet to be furnished by Seller or the contractor which shall list all legitimate defects to the Unit, if any. If Buyer does not inspect the Unit on the date and at the time specified by Seller, Buyer hereby appoints Seller or any agent of Seller, to so inspect the Unit and to execute said inspection sheet on behalf of Buyer, and Buyer shall be deemed to have waived all rights of inspection and Buyer acknowledges that such waiver shall not in any way affect Buyer's obligations hereunder.

b. **Buyer's Possession of the Property.** Buyer agrees to close the sale of the Unit on time and accept possession of the same even if there are defects or damages to the Unit, including, without limitation, appliances being sold with the Unit, which do not render the Unit uninhabitable and even if Buyer has not otherwise inspected the Unit during the Inspection Period. Buyer agrees that inspection of the Project, Unit and any limited common element area, or any fixtures or appliances, is not required for Closing to take place. If there are any legitimate defects to the Unit or to any appliances being sold with the Unit, Seller agrees to exercise its best efforts to cause the correction or repair of such defects or damages within six (6) months after Closing in accordance with Seller's Limited Warranty set forth in the Addendum attached hereto and made a part hereof. Buyer agrees to indemnify Seller for any damages or losses, including interest and reasonable attorneys' fees, resulting from any wrongful refusal to accept the Unit upon presentation by Seller. In the event Buyer refuses to participate in the inspection process prior to Closing, Seller may treat such refusal as a default pursuant to Section E.23 hereof. Buyer gives up all rights to inspect if Buyer (or Buyer's agent or representative) does not inspect Buyer's Unit on the date and at the time set by Buyer and Seller.

c. **Occupancy and Move-In Scheduling.** Delivery of possession of the Unit to Buyer shall be deemed to have occurred when Seller makes the Unit keys available for pick up by Buyer, which shall occur after the recordation of Buyer's Unit Deed, and Buyer agrees that keys for the Unit will not be issued to Buyer and Buyer shall not be entitled to occupy, rent or lease the Unit until such recordation has occurred. Priority with respect to placement of buyers on a weekday move-in schedule

(the "Weekday Schedule") shall be established by Seller in its sole discretion. No exceptions shall be made as to the order in which buyers shall be placed on the Weekday Schedule. Seller shall notify Buyer of the date and time reserved for Buyer on the Weekday Schedule. If Buyer fails to confirm the date and time reserved for Buyer on the Weekday Schedule within five (5) days of the giving of notice, Seller, in its sole election, may assign the said reserved date and time to another buyer as Seller sees fit to promote on an orderly move-in on the Weekday Schedule. Notwithstanding anything herein to the contrary, Buyer agrees not to move furniture or belongings into Buyer's Unit during weekdays except in accordance with the Weekday Schedule established by Seller to promote the orderly occupation of the buildings. Said Weekday Schedule shall relate to move-ins to be conducted on weekdays only and shall not preclude Buyer from occupying Buyer's Unit but shall regulate only move-ins of furnishings and other personal items occurring on weekdays. In addition to the Weekday Schedule, Seller may, in its sole discretion, arrange for the scheduling of move-ins on weekends and holidays (the "Weekend Schedule"). If implemented by Seller, scheduling of move-ins in accordance with said Weekend Schedule shall be made on a first-come, first-served basis by prior reservation with a designated representative of Seller on days and at times determined by Seller. Buyer expressly understands and agrees that Buyer shall in no event take possession of the Unit prior to the Closing and full compliance by Buyer with the terms and conditions of this Agreement. Violation of this provision shall be deemed a material breach of contract and, in addition to any other remedy of Seller for Buyer's breach of this Agreement, Buyer agrees that Seller shall have the right to remove Buyer from the Unit by any lawful means.

14. **Risk of Loss; Condemnation.** Risk of loss of the Unit and other improvements shall be borne by Seller until the date of Closing or the date Buyer takes possession, whichever is earlier, and thereafter such risk of loss shall be borne by Buyer. No taking by eminent domain of an easement or other limited right or of a portion of the common elements which does not in any such case substantially interfere with or diminish the practical enjoyment and use by Buyer of the common elements as originally planned shall be deemed grounds for cancellation hereof.

15. **Maintenance Costs; Association Dues and Managing Agent.** Buyer has examined and approved the estimate of monthly maintenance charges for the Unit, which estimated budget was prepared in accordance with generally accepted accounting principles and is contained in the Public Report on the Project, an effective date for which has been issued by the Real Estate Commission, provided to Buyer prior to the execution of this Agreement. Buyer acknowledges and agrees that such estimates are only estimates and are not intended to be and do not constitute any representation or warranty by Seller, including, without limitation, any representation or warranty as to the accuracy of such estimates. Buyer agrees that Seller may employ a responsible corporation for the management, operation and maintenance of the Project. Buyer also agrees that Seller may at any time and from time to time prior to Closing, for and on behalf of Buyer at Buyer's proportionate common expense, enter into such other contracts, licenses and concessions as are generally necessary or desirable, in Seller's discretion, for the management, operation or maintenance of the Project; provided, however, that such contracts, licenses and concessions shall not extend beyond one (1) year from the date of the first meeting of the Association.

16. **Project Documents.** Seller shall deliver to Buyer, at a place and location of Seller's choice, copies of the Declaration, the Bylaws, the House Rules, the Escrow Agreement, the Unit Deed and the Public Report, an effective date for which has been issued by the Real Estate Commission, and individual unit floor plans for each unit type, as the same may have been amended, true copies of these documents, being on file in the Real Estate Commission (the "Project Documents") at the time Buyer signs a receipt for the Public Report. A copy of the Condominium Map for the Project, which shall also be on file at the Real Estate Commission, will be made available for Buyer's review at Seller's Project site office during the business hours of said office. Buyer shall execute a receipt for the Project Documents at the time of delivery. Buyer shall have thirty (30) calendar days from receipt of the Project

Documents to review the Project Documents. If the Project Documents are not acceptable to Buyer, Buyer shall, within said thirty (30) day period, provide Seller with written notice canceling this Agreement. Upon such cancellation, Buyer shall either return all copies of the Project Documents provided by Seller or pay a document fee of \$250, after which Seller shall direct the Escrow Agent to refund to Buyer all sums paid hereunder by Buyer, less any escrow cancellation fee not in excess of \$250. Buyer does hereby acknowledge that, unless Buyer has exercised Buyer's right to cancel this Agreement as aforesaid, Buyer shall have had a full opportunity to read, review, examine and approve the Project Documents.

17. **Seller's Right To Change the Project and the Project Documents; Conditions Acknowledged by Buyer.**

a. **Seller's Right to Make Changes.**

(1) At any time prior to the conveyance of all of the units in the Project to persons other than Seller or any mortgagee of Seller, Seller reserves the right to modify the Project Documents as may be required by law, the Real Estate Commission, a title insurance company, an institutional mortgagee or any governmental agency and Buyer authorizes Seller to make and specifically approves all changes to said documents and the Project.

(2) Seller reserves the right to amend or change the common interest appurtenant to, the limited common interest assigned to, the configuration of, the number of rooms of, the size of or the location of any unit in the Project for which a unit deed has not been filed in the Land Court.

(3) Seller reserves the right to require alterations of the Project (and to modify any of such Project Documents accordingly) to change the configuration of, to alter the number of rooms of, to decrease or increase the size of, or to change the location of any other unit and/or parking area, and to make other changes in Buyer's Unit, any of the other units, or the common elements.

(4) Seller reserves the right to deviate from the plans and specifications for the Project and to substitute materials of equal utility and service, without Buyer's consent or approval, subject, however, to the above provisions. Seller may increase or decrease the number of parking stalls.

(5) Buyer hereby irrevocably appoints Seller as Buyer's attorney-in-fact, coupled with an interest, to execute any documents reasonably necessary or convenient to implement the foregoing provisions and any requirements which may be imposed by any governmental agency in connection with the Project.

(6) Notwithstanding subsections E.17.a(1), (2), or (3) above, any such modification shall be subject to Buyer's right to rescind only in the event such change is a "material change" pursuant to Section E.18 herein and to Section 514B-87 of the Act.

b. **Conditions Acknowledged by Buyer.** Buyer specifically acknowledges and accepts the following conditions, as well as any inconvenience or annoyance which Buyer may experience as a result of such conditions, and expressly waives any rights, claims or action which Buyer might otherwise have against Seller or third parties as a result of such circumstances:

(1) Other units in the Project (including units similar or comparable to Buyer's Unit) may be sold by Seller to other buyers upon terms and conditions different from or more favorable than the terms and conditions offered to Buyer. Buyer agrees to release Seller from any claim

arising therefrom and waives any right to require any change in any of the terms and conditions of this Agreement on account thereof.

(2) The Project has a professionally designed security system which is intended to discourage access to the Project by unauthorized persons without undue inconvenience to authorized residents and guests. Despite the foregoing, Buyer understands that neither the Association nor Seller shall in any way be considered insurers or guarantors of safety or security within the Project, and neither the Association nor Seller shall be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

18. **Buyer's Rescission Rights If Material Change.**

a. **Material Change In the Project.** After the Effective Date of this Agreement, Buyer shall have the right to rescind the Agreement only if there is a material change in the Project which directly, substantially and adversely affects the use or value of (1) Buyer's Unit or appurtenant limited common elements, or (2) amenities of the Project available for Buyer's use; provided that such material changes shall not include any additions, deletions, modifications or reservations allowed pursuant to the terms of this Agreement, the Declaration or the Bylaws.

b. **Waiver of Buyer's Rescission Rights.** If any material change is made to the Project after issuance of the effective date for the Public Report that is not provided for in the Declaration, Seller shall give to Buyer either personally, by registered or certified mail, return receipt requested, or by facsimile transmission if Buyer has provided a fax number to Seller, Buyer's Notice of Right to Rescind Sales Contract and Purchaser's Receipt in a form prescribed by the Real Estate Commission ("Rescission Notice") (1) describing the material change and containing a provision for Buyer's written approval or acceptance of the change, (2) advising Buyer that Buyer has the right to rescind the Agreement within thirty (30) days after delivery of the notice, and (3) further advising Buyer that if Buyer does not act within the 30-day period, Buyer will be deemed to have approved and accepted the material change. After receipt of the Rescission Notice, Buyer may rescind this Agreement by giving notice of rescission to Seller by (1) checking the waiver box on the Rescission Notice instrument, signing it and delivering the same to Seller; (2) letting the 30-day rescission period expire without taking any action to rescind; or (3) closing the purchase of the Unit before the 30-day rescission period expires. If Buyer does not give Seller notice of such rescission or approval of the material change within this time period, Buyer will be deemed to have approved the change and waived Buyer's right of rescission.

19. **Seller's Reserved Rights.** Buyer specifically acknowledges and agrees that the Declaration contains reservations of certain rights and certain other provisions under which Buyer consents to certain actions by Seller and others, and that such include, without limitation, the following:

a. Seller, its agents and Seller's mortgage lender have reserved the right and easement to conduct extensive activities on or from the Project, including the common elements, in connection with the sale or leasing of the Units in the Project, including the use of model units, sales, leasing and management offices, parking stalls and extensive sales and leasing displays and other activities. These rights and easements may exist until all of the units in the Project are sold or leased.

b. Seller has reserved the right to grant rights-of-way and other easements over, under, across, or through the common elements for any reasonable purpose; provided, however, that such right is subject to, and may not be exercised in any manner which is inconsistent with, in derogation of or which would limit, abrogate or interfere with, the exclusive use of any limited common elements or any rights or easements reserved in favor of any owner.

c. Seller has reserved an easement over and upon any portion of the Project, including the common elements and any Unit, as may be reasonably necessary for the completion of any improvements to and correction of defects and other punch-list items in the common elements or any unit in the Project.

d. In the event Buyer disputes the terms of this Agreement or refuses to perform any of Buyer's obligations hereunder prior to Closing, Seller shall have the right, but not the obligation, to cancel this Agreement in which event Seller shall refund, without interest, Buyer's deposit and any other funds advanced by Buyer under this Agreement. This right is without limitation to Seller's right to declare a default on the part of Buyer pursuant to Section E.23 hereof.

e. Seller shall have the right to repurchase the Unit from Buyer upon the terms and conditions as set forth in the Declaration. This right shall include the right to exercise this option to repurchase if and only if Buyer shall have made a complaint to Seller about the physical condition of Buyer's Unit or the Project or any matter in connection with the Unit or the Project and Seller shall be unable to rectify the complaint to Buyer's satisfaction within a reasonable period of time, as determined by Seller in the exercise of its sale and absolute discretion.

20. **No Rental Program.** Buyer understands and agrees that:

a. Seller and all entities, persons and agents related to or affiliated with Seller have no program at this time, nor is any program planned or contemplated, to offer a rental service of any kind to the owners of units, either individually or in any form of pooling arrangement.

b. Neither Seller nor its agents have made nor will make any representation regarding either economic benefits to be derived from rentals or tax treatment of any buyer of a unit. The tax treatment and economic benefits may vary with individual circumstances, and Seller and its agents recommend that Buyer consult an attorney, accountant or other tax counsel for advice regarding tax treatment.

21. **Covenants and Warranties of Seller and Buyer.** Seller and Buyer covenant and agree to the following:

a. **Assignment of Warranties.** The execution, delivery and recordation of Buyer's Unit Deed shall constitute the assignment by Seller to Buyer of any and all warranties given to Seller by the contractors for the Project, if any, including, without limitation, any warranty of materials and workmanship against faulty or deficient materials and installation. The benefit of such warranties, if any, shall accrue to Buyer on Closing without further instruments or documents.

b. **No Other Warranties.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION 21.B, BUYER ACKNOWLEDGES THAT SELLER HAS MADE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY OR WORKMANLIKE CONSTRUCTION WITH RESPECT TO THE UNIT, THE PROPERTY, ANY COMMON ELEMENT, LIMITED COMMON ELEMENT, OR ANYTHING INSTALLED THEREIN. Notwithstanding the above, Buyer acknowledges that the Unit is being sold together with certain items of tangible personal property including appliances and other consumer products that were placed in the Unit by Seller when the Unit was originally built in 2008. Although the manufacturers' warranties on the tangible personal property items have expired, Seller is willing to provide a limited six-month warranty on the specific tangible personal property items described below.

(1) Coverage and Duration.

(a) 6-Month Limited Warranty for Personal Property Included in Sale.

(i) Seller gives a Limited Warranty of repair or replacement of tangible personal property items being sold with the Unit that are (i) found to be defective, and (ii) brought to Seller's attention, in writing at Seller's address provided above, within six (6) months from the Closing of the sale of the Unit. If Buyer does not notify Seller of the defect within six (6) months of Closing, the tangible personal property items will no longer be covered by this Limited Warranty. Seller makes no other warranty on appliances or other equipment sold with the Unit except as may be required by applicable law.

(ii) Seller's sole obligation with respect to items not warranted by Seller shall be to deliver to the Unit owner at the time of Closing any remaining manufacturers' warranties covering such tangible personal property items in the Unit; except to the extent that any such items may be common elements of the Project. Seller is not responsible for performance under manufacturers' warranties in any way.

(b) Covered Items. The following appliances, tangible personal property and other equipment sold with the Unit are specifically covered by this Limited Warranty: range/oven, range hood, garbage disposal, water heater, refrigerator, ceiling fans and air conditioner.

(2) Claims. If you make a claim under this Limited Warranty or any warranty required by law, Seller at its option may repair or replace the affected item or component at no cost to you, or Seller may pay you a sum of money equal to the estimated cost of repair or replacement. Replacement items or components will be comparable, but not necessarily identical, to the items being replaced. Seller will correct or cause the correction of the defect so as to reasonably restore the item to the condition which would have existed had the defect not been present.

(3) General Exclusions.

(a) This Limited Warranty does not cover normal maintenance or conditions resulting from accidents, wear and tear, misuse or negligence. The Limited Warranty does not apply where use or maintenance is contrary to the provisions of the Project documents, including the Declaration, Bylaws or House Rules, or where any defect results from damage by the Unit owner or by negligence or unreasonable use (including failure to provide reasonable and necessary maintenance).

(b) SELLER SPECIFICALLY DISCLAIMS, AND BUYER SPECIFICALLY RELEASES SELLER FROM, ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO ANY PERSON IN THE UNIT OR ANY OTHER REAL OR PERSONAL PROPERTY RESULTING FROM A DEFECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO BUYER.*

(c) Buyer hereby acknowledges and accepts such disclaimers and agrees to waive any and all rights Buyer may have by virtue of the representations and warranties disclaimed. Except as otherwise provided in this Limited Warranty, Buyer assumes the risk of damage occurring within the Unit after the Closing regardless of the cause.

(d) On all other appliances and tangible personal property in the Unit not covered by this Limited Warranty, all implied warranties are expressly disclaimed and do not apply, including, without limitation, the implied warranties of merchantability and fitness as created and recognized under Hawaii law. This Limited Warranty gives you specific legal rights, and you may have other rights which vary from state to state.*

(4) Time Limit. With respect to any appliances or tangible personal property items finally determined by a court to be within this Limited Warranty described herein, all implied warranties are limited in duration to the six-month period of this written warranty. This includes, without limitation, the implied warranties of merchantability and fitness if created or recognized in Hawaii. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Buyer.*

(5) No Assignment. This Limited Warranty may not be assigned by Buyer to any subsequent owner of the Unit.

(6) The provisions of this Limited Warranty shall survive Closing.

*Note: This Limited Warranty has been prepared to comply with the disclosure requirements of the Federal Magnuson-Moss Warranty – Federal Trade Improvement Act (15 U.S.C. §§ 2301-2312, as amended); certain sentences indicated by asterisks are required by regulations promulgated by the Federal Trade Commission (16 C.F.R. § 700.1-703.8).

c. Condominium Map. The Condominium Map for the Project which has been or will be filed in the Land Court and the Real Estate Commission is intended only to show the layout, location, unit numbers and dimensions of the units, approximate elevations of the Project, the parking plan and any other detail which is specifically required to be shown under Section 514B-33 of the Act. Buyer acknowledges that the Condominium Map, consisting of the floor plans and elevations, is not intended to be and does not constitute any representation or warranty by Seller to construct or install any other improvements, amenities or facilities as may be depicted thereon. In no event shall the building plans and specifications or any artist's renderings or models constitute a representation or warranty by Seller.

d. Estimate of Maintenance Fees. Buyer has examined and approved the estimate of monthly maintenance charges and assessments for the Unit 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.

e. Waiver of Construction Claims. Buyer acknowledges that the insurance coverage costs and premiums for the construction of new high-rise, residential condominium projects have skyrocketed throughout the nation over the last five years due to the quantity of lawsuits after development completion; architects have not been able to obtain project insurance on a commercially reasonable basis for residential high-rise projects in Hawaii since 2001; and many construction companies are not able to obtain insurance for residential high-rise construction at present. Buyer further acknowledges that in order to not further raise the purchase price of units in the Project, Seller requires the following waiver of claims, which is a requirement of Seller's architect, contractor and other construction and design consultants. Without such waiver, Seller would not sell the Unit to Buyer. Buyer's signing the receipt for the Public Report and/or Buyer's purchase of the Unit shall be deemed Buyer's acceptance and reaffirmation of such waiver, which shall be included in the Declaration and shall be a covenant that runs with title to the Unit and binding on Buyer and Buyer's heirs, personal

representatives, successors and assigns. In consideration of the foregoing, Buyer, for Buyer and each of Buyer's lessee, mortgagee, lien holder, heirs, personal representatives, successors, assigns, or other person with an interest in the Project, and on behalf of the Association (collectively, "Buyer's Parties"), hereby waives any liabilities, obligations, right, claim or action, of every kind or nature, character or description, known or unknown, suspected, or unsuspected (collectively, a "Claim"), which such person may have or acquire against Seller and its agents, employees, architects, contractors, licensees, successors and assigns (individually and/or collectively, "Seller's Parties") for:

(i) any loss, injury or damage to person or property, including court costs and attorneys' fees (singularly and/or collectively, "Damages") relating to or resulting from the construction of the Project in excess of \$5,000,000, in the aggregate with all other Claims or Damages of any other unit owner, the Association or other person; and

(ii) any Damages in excess of the greater of the applicable Single Maximum Design Damages or Total Maximum Design Damages, in the aggregate with all other Claims or Damages of any other unit owner, association or other person, relating to or resulting from the work of any architect and/or other design consultant of the Project. As used herein "Single Maximum Design Damages" shall mean Damages equal to the fees of the architect(s) and/or other design consultant(s) whose work is the subject of the Claim, and "Total Maximum Design Damages" shall mean Damages equal to \$600,000.

Furthermore, without limiting the foregoing provision in any way, Buyer for Buyer and Buyer's Parties: (a) hereby understands, acknowledges and agrees that the residential buildings will be constructed primarily of reinforced concrete and masonry on underground concrete piles, and that, due to concrete shrinkage and building movement, such buildings will experience non-structural, cosmetic concrete cracks on all concrete surfaces that may be visible to owners and require cosmetic repairs; and (b) hereby waives any liabilities, obligations, right, claim or action, of every kind or nature, character or description, known or unknown, suspected, or unsuspected, which such person may have or acquire against Seller's Parties for any Damages relating to or resulting from such concrete cracks to the extent such concrete cracks do not pose structural concerns.

However, this waiver shall not extend to any Damages on account of Seller's Parties' conduct which is determined by a final judgment or other final adjudication by a court having jurisdiction in the matter to have been knowingly fraudulent, deliberately dishonest or a result of willful misconduct.

f. **Buyer's Disclaimer; Release and Waiver of Claims Against HHFDC and the State of Hawaii.** Buyer understands and acknowledges that: (i) HHFDC and the State of Hawaii or any agency thereof (the "State") are not parties to this Agreement and this Agreement does not create any contractual rights in favor of Buyer against HHFDC or the State; (ii) Buyer is not a third-party beneficiary of any contract between Seller and HHFDC or the State; and (iii) HHFDC and the State have not made any representation or warranty, express or implied, to Buyer regarding the Unit or the construction, design or development of the Project, or the design or construction of the units; including but not limited to, warranties of merchantability, habitability, workmanlike construction or fitness for a particular purpose or use. Further, Buyer disclaims, releases and waives any claims, actions, claims for relief, liabilities, costs, expenses, compensations, fees, demands, injuries, losses, loss of profits, exemplary damages, punitive damages and damages of whatever name or nature, whether in law or in equity, arising from or relating to the Property or construction defects or other deficiencies in the Property that Buyer has or may have against HHFDC or the State. This disclaimer and release shall survive the conveyance of the Unit to Buyer pursuant to the terms of this Agreement.

22. **Loan to Seller; Subordination to Interim Lender(s).** Buyer understands that Seller has borrowed the principal amount of up to \$53,500,000 for construction financing (the “Mortgage Loan”) from Central Pacific Bank and/or other institutional lenders (collectively “the Lender”) for the development of the Project, which Mortgage Loan shall be subject to interest rates comparable to other construction loans in Honolulu and have comparable provisions with respect to its term and that the Lenders will have liens and security interests encumbering the Project to secure the construction loan or loans for the development of the Project. This Agreement notwithstanding, Buyer hereby undertakes and agrees that the Mortgage Loan and any renewals, modifications and extensions thereof shall be and remain at all times a lien or charge on the Project prior and superior to any and all liens or charges on the Project arising from this Agreement or any prior reservation agreement. Buyer hereby intentionally waives, relinquishes and subordinates the priority or superiority of any interest under this Agreement in favor of the liens or charges upon the Project of the Mortgage Loan. Buyer shall execute any subordination agreement required by the Lenders to further evidence this subordination, and hereby irrevocably appoints Seller as Buyer’s attorney-in-fact with full power of substitution to execute and deliver any such instrument on behalf of Buyer, should Buyer refuse or fail to do so within five (5) calendar days after request is made, which appointment, being coupled with an interest, is irrevocable and shall not be affected by the disability of Buyer. Buyer also consents to Seller’s assignment of this Agreement by way of security to the Lenders as a portion of the security for the Mortgage Loan and agrees that in the event that the Lenders or any successor in interest acquires Seller’s interest under this Agreement pursuant to said assignment, Buyer will, at the request of the Lender or said successor in interest, attorn to the Lender or said successor in interest, and in such event this Agreement shall remain in full force and effect as a direct contract between Buyer and the Lender or said successor in interest. Buyer hereby waives any claims which it may have against Seller for breach of this Agreement in the event that the Mortgage Loan is foreclosed.

23. **Default.** Time is of the essence in this Agreement, and (a) if Buyer fails to make any payment when required, (b) Buyer fails to perform or disputes any other obligation required of Buyer hereunder, or (c) if any warranty or representation of Buyer made herein is untrue (hereinafter singularly and collectively called “default”), and Seller shall notify Buyer of such default in writing and if such default shall not be cured within seven (7) calendar days after the mailing or personal delivery of such written notice, this Agreement may, at Seller’s option, be terminated by written notice to Buyer and all sums paid by Buyer hereunder and all accrued interest, if any, shall belong absolutely to Seller as liquidated damages or, at Seller’s option, Seller may pursue any other remedy at law or equity for specific performance or otherwise, and all costs and expenses, including, without limitation, a reasonable attorneys’ fee and the escrow cancellation fee, incurred by reason of default of Buyer shall be borne by Buyer. Seller and Buyer hereby acknowledge that they understand and have agreed that in such event the injury to Seller will be difficult and expensive to measure in view of (a) Seller’s financial commitments with respect to the Project; (b) the connection between sale, cancellation or default with respect to one unit and sale, cancellation or default with respect to other units in the Project; and (c) the nature of the real estate market in Hawaii. As a reasonable estimate of Seller’s fair compensation for any damages resulting from such default, the parties agree that the sums paid by Buyer hereunder shall belong to Seller as liquidated damages; provided however that nothing contained in this Section E.23 shall limit Buyer’s liability for Buyer’s delay, as provided in Section E.11 hereof, and Seller may pursue its rights under Section E.8 in conjunction with the remedies provided for in this Section E.23. It is understood that the damages suffered by Seller by virtue of a default later in time will likely be greater than such a default occurring at an earlier point in time.

24. **Seller’s Right to Retain or Acquire Unit Ownership.** Seller reserves the right to retain or acquire the ownership of any number of units in the Project. Seller shall be entitled to make such use of the units retained or acquired as Seller, in its sole discretion, sees fit including, without limitation, the

rental of said units; provided that Seller complies with all rules and regulations established for the governance of the Project.

25. **Use of the Unit.** Buyer acknowledges and agrees that the Unit may be used only for residential purposes, as defined by the Declaration, Bylaws and House Rules.

26. **General Provisions.** Buyer and Seller further agree as follows:

a. **Notices.** Notices hereunder to Buyer may be delivered personally or deposited in the United States mail, postage prepaid, addressed to Buyer (to anyone of them if Buyer shall be more than one person) at the address set forth above, and shall be deemed to be given when delivered personally (to anyone of them if Buyer shall be more than one person) or deposited in the United States mail, as aforesaid. Seller and/or Seller's agent may contact Buyer directly on all matters concerning this Agreement and Buyer's purchase of the Unit.

b. **Successors and Assigns.** The terms "Buyer" and "Seller", wherever used herein shall include his, her or its heirs, personal representatives, successors or permitted assigns, where the context so admits or requires, and shall also include the plural and if this Agreement shall be signed by more than one Buyer, all obligations hereunder on the part of Buyer to be observed and performed shall be and for all purposes deemed to be joint and several; and these presents shall be equally binding upon and inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties hereto, respectively.

c. **Assignment.** Buyer may not assign Buyer's rights hereunder without Seller's prior written consent, which consent may be withheld by Seller for any reason whatsoever in its sole discretion. Any assignment or attempted assignment by Buyer without such consent shall constitute a material breach of this Agreement, and Seller at its option may terminate this Agreement and retain all sums paid as liquidated damages. For purposes of this subsection E.26.c, an assignment shall include, without limitation, the transfer of Buyer's interest to a land trust, trust, corporation, partnership or other entity. Any purported assignment of Buyer's right, title and interest hereunder without such prior written consent shall be null and void.

d. **Captions.** The captions of the Sections hereof are for convenience only, are not an operative part hereof, and do not limit or amplify in any way the provisions hereof.

e. **Time of the Essence.** Every provision hereof which imposes an obligation upon either Buyer or Seller or invests an option, power, or right in the other shall be deemed a covenant of the one in favor of the other, the time of observance and performance of everyone of which is of the essence hereof. Every such covenant shall be a condition hereof.

f. **Delivery of Deed.** Anything to the contrary herein contained notwithstanding, it is specifically understood and agreed by the parties hereto that the delivery of the Unit Deed to the Escrow Agent and the tender of notice by Seller that the construction of the Unit has been completed shall constitute full compliance by Seller with the terms of this Agreement.

g. **Entire Agreement.** This Agreement contains the entire agreement between the parties, supersedes any and all understandings or agreements heretofore made, both written and oral, if any, and no representations or warranties have been made by Seller or its agents other than those contained herein. No fact sheets, informational material, advertising material or other documents which purport to describe the Unit or the Project in any manner beyond or different from the description set forth in the Declaration, the Bylaws, the Condominium Map and the Real Estate Commission's Public

Report(s) shall be valid or enforceable against Seller unless signed by Seller and no variations of this Agreement shall be valid or enforceable unless approved by the parties in writing and attached hereto as an addendum.

h. **Powers of the Association.** Buyer authorizes Seller to exercise all powers of the Association and the Board and officers of the Association, including voting, until the election of the Board and officers. Buyer further authorizes Seller to exercise all the rights and incidents of membership in the Association attributable to the Unit contracted for herein until the recordation of Buyer's Unit Deed for such Unit.

i. **No Present Transfer.** This Agreement shall not be construed as a present transfer of any interest in the Property but rather as an agreement to transfer in the future. Buyer agrees not to enter onto the Project site until after there has been a second publication of the owner's notice of completion and will remain outside of any fenced or posted construction areas of the Project until after Buyer's Unit Deed has been recorded.

j. **Applicable Law.** This Agreement shall be construed, interpreted and enforced in accordance with its terms and the laws of the State of Hawaii.

k. **No Representations.** Buyer declares that Buyer is purchasing the Property on Buyer's own examination and judgment and not through any representations to Buyer made by Seller, Seller's brokers or other agents as to its location, value, future value or income therefrom.

l. **Facsimile Copies.** Seller and Buyer agree that documents executed by either of the parties and transmitted by telecopier (facsimile) to either party or to the Escrow Agent shall be treated in the same manner as originally executed documents. The party transmitting such documents shall mail or deliver the original executed document to the other party and/or the Escrow Agent within five (5) business days after transmission by telecopier (facsimile).

m. **Arbitration.** Seller, Buyer and all unit owners, present and future, agree that all claims and disputes by and between them in connection with the Project and the sale of the units in the Project (except for those situations in which Seller has terminated this Agreement and refunded Buyer's payment(s) pursuant to the provisions of Sections E.19.e and E.22 hereof) shall be resolved by binding arbitration pursuant to the rules of the American Arbitration Association (hereinafter referred to as the "AAA") then in effect. Any person that desires to submit any issue or dispute to binding arbitration shall promptly so notify the other party in writing. Claims or disputes involving \$100,000 or less shall be heard by a single arbitrator. Claims involving more than \$100,000 or non-monetary issues shall be heard by a panel of three (3) arbitrators, which panel shall not include an attorney. The arbitrators shall be selected by the AAA upon receiving notice from either party that a dispute exists. The decision of a majority of such arbitrators shall be final, conclusive and binding on the parties hereto. Each party shall pay its own costs and expenses and the costs and expenses of its witnesses and attorneys. All other costs and expenses shall be shared equally by the parties. In the event of the failure, inability or refusal of any arbitrator to act, a new arbitrator shall be appointed in his stead by the AAA. An award so rendered shall be binding in all aspects and shall be subject to the provisions of Chapter 658A, HRS, as the same may be amended from time to time; provided, however, that no such award shall provide for an award of punitive damages. Such arbitration proceedings shall be a common hearing which shall include Seller, Buyer, the broker, the salesperson, the contractor, the architect, the consulting engineers, subcontractors, materialmen and such others as may be necessary to fully and finally resolve such claim or dispute, shall be binding, and reduced to judgment in accordance with said Chapter 658A.

n. **Survival.** Except to the extent that the provisions of this Agreement are fulfilled at or prior to Closing, all provisions of this Agreement shall survive the execution and recordation of the Unit Deed.

27. **Notice of Contractor's Right to Resolve Alleged Construction Defects Before a Claimant may Commence Litigation Against the Contractor.**

CHAPTER 672E, HRS, AS AMENDED, CONTAINS IMPORTANT REQUIREMENTS AN OWNER MUST FOLLOW BEFORE AN OWNER MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE CONTRACTOR WHO DESIGNED, REPAIRED, OR CONSTRUCTED THE OWNER'S HOME OR FACILITY. NINETY (90) DAYS BEFORE AN OWNER FILES A LAWSUIT OR OTHER ACTION, THE OWNER MUST SERVE ON THE CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS THE OWNER ALLEGES ARE DEFECTIVE. UNDER THE LAW, A CONTRACTOR HAS THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. AN OWNER IS NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW, AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT AN OWNER'S ABILITY TO FILE A LAWSUIT OR OTHER ACTION. IN THE EVENT OF ANY CONFLICTS BETWEEN THE PROVISIONS OF SAID CHAPTER 672E AND THE PROVISIONS OF THIS AGREEMENT, THE PROVISIONS OF CHAPTER 672E SHALL CONTROL.

End of Section E



DOCUMENT PACKET CHECKLIST

1. Receipt for Developer's Public Report
2. Amendment to Development Agreement Plantation Town Apartments dated December 16, 2009, by and between the City and the Developer, recorded as Land Court Document No. 3932237.
3. Amendment No. 2 to Development Agreement Plantation Town Apartments dated January 26, 2010, by and between Hawaii Housing Finance and Development Corporation and the Development.
4. Specimen Sales Contract (Market Units) – Plantation Town Apartments A Fee Simple Condominium Project Sales Contract and Deposit Receipt
5. Specimen Unit Deed (Plantation Town Apartment)
6. Specimen Unit Deed with “Qualified Resident” Restrictions (Plantation Town Apartments)
7. Amended (Amendment No. 2) Developer's Public Report for a Condominium, Registration No. 6103, Effective Date of Report: February 12, 2007
8. Amendment No. 1 to Developer's Public Report for a Condominium, Registration No. 6103, Effective Date of Report: October 11, 2006
9. Second Amended Developer's Public Report for a Condominium, Registration No. 6103, Effective Date of Report: October 10, 2008
10. Amendment No. 2 to Second Amended Developer's Public Report for a Condominium, Registration No. 6103, Effective Date of Report: February 25, 2010
11. Declaration of Condominium Property Regime of Plantation Town Apartments, dated August 4, 2006, recorded in the Office of the Assistant Registrar, Land Court of the State of Hawaii on August 8, 2006 as Document No 3464554, CTN 172,557 & 172,558
12. First Amendment to Declaration of Condominium Property Regime of Plantation Town Apartments, dated April 4, 2008 recorded in the Office of the Assistant Registrar, Land Court of the State of Hawaii on April 8, 2008 as Document No. 3732200, CTN 172,557 & 172,558
13. Second Amendment to Declaration of Condominium Property Regime of Plantation Town Apartments, dated May 22, 2008, recorded in the Office of the Assistant Registrar, Land Court of the State of Hawaii on May 29, 2008 as Document No. 3753487, CTN 905,924
14. Third Amendment to Declaration of Condominium Property Regime and Amendment of Condominium Map of Plantation Town Apartments, dated September 5, 2008, recorded in the Office of the Assistant Registrar, Land Court of the State of Hawaii on September 15, 2008 as Document No. 3789269
15. Fourth Amendment to Declaration of Condominium Property Regime of Plantation Town Apartments, dated February 16, 2010, recorded in the Office of the Assistant Registrar, Land Court of the State of Hawaii as Document No. 3940739
16. Bylaws of the Association of Unit Owners of Plantation Town Apartments, dated August 4, 2006, recorded in the Office of the Assistant Registrar, Land Court of the State of Hawaii on August 8, 2006 as Document No. 3464555, CTN 172,557 & 172,558

Plantation Town Apartments
Document Packet Checklist
Page 2

17. First Amendment to the Bylaws of the Association of Unit Owners of Plantation Town Apartments, dated January 30, 2007, recorded in the Office of the Assistant Registrar, Land Court of the State of Hawaii on January 31, 2007 as Document No. 3552240, CTN 172, 557
18. Condominium Map, dated July 21, 2008, Prepared by Kazu Yato, AIA & Associates, Inc.
19. Architect's Certification
20. Plantation Town Apartments Amended and Restated House Rules, dated January 11, 2007
21. First Amendment to Plantation Town Apartments Amended and Restated House Rules, dated October 2, 2008
22. Notice of Right to Cancel Sales Contract (REC Form)

I have received all the above-mentioned documents:

Buyer

Date

Buyer

Date

Buyer

Date

Buyer

Date

RECEIPT FOR DEVELOPER'S PUBLIC REPORT

Condominium Project PLANTATION TOWN APARTMENTS

Registration Number 6103 Effective date of Developer's Public Report February 12, 2007

Section A

I acknowledge receipt of the Developer's Public Report with an effective date issued by the Real Estate Commission, in connection with my purchase of Unit No. _____ in the condominium project called:

Plantation Town Apartments
(insert name of project)

In addition to receiving the Developer's Public Report, itself, I acknowledge the following executed (just signed) or recorded documents were delivered to me at the same time as the Developer's Public Report itself:

- project's declaration: bylaws: house rules (if any),
- a letter sized copy of the condominium map,*

I also acknowledge receipt of the following amendments to the Developer's Public Report (check one):

- None
- (b) Amendment with effective date of February 12, 2007
- (c) Amendment with effective date of February 25, 2010

Section B

I understand that no sales contract for the purchase of a unit in the project will be binding on me or the developer until the developer has delivered to me:

1. A copy of 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. A notice of my right to cancel my sales contract in substantially the form attached hereto.

I RECEIVED A COPY OF THE DOCUMENTS DESCRIBED IN SECTIONS (circle one) A or B, ABOVE ON _____
(insert date)

Print Name

Print Name

Signature

Signature

Date

Date

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

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

ADDENDUM TO PLANTATION TOWN APARTMENTS
SALES CONTRACT AND DEPOSIT RECEIPT

SELLER'S LIMITED WARRANTY

PLANTATION TOWN APARTMENTS LLC, a Hawaii limited liability company, whose mailing and business address is 1133 Waimanu Street, Suite 2800, Honolulu, Hawaii 96814 ("Seller") has contracted to sell to the undersigned purchaser(s) ("Buyer") Unit No. _____ in 94-979 Kau'olu / 94-302 Paiwa (*circle one*) (the "Unit") in the Plantation Town Apartments condominium project. As set forth in the Buyer's Deposit Receipt and Sales Contract (the "Sales Contract"), the Unit is being sold together with certain items of tangible personal property including appliances and other consumer products that were placed in the Unit by Seller when the Unit was originally built in 2008. Although the manufacturers' warranties on the tangible personal property items have expired, Seller is willing to provide a limited six-month warranty on the specific tangible personal property items described below.

1. COVERAGE AND DURATION.

1.1. 6-Month Limited Warranty for Personal Property Included in Sale.

a. Seller gives a Limited Warranty of repair or replacement of tangible personal property items being sold with the Unit that are (i) found to be defective, and (ii) brought to Seller's attention, in writing at Seller's address provided above, within six (6) months from the Closing of the sale of the Unit. If Buyer does not notify Seller of the defect within six (6) months of Closing, the tangible personal property items will no longer be covered by this Limited Warranty. Seller makes no other warranty on appliances or other equipment sold with the Unit except as may be required by applicable law.

b. Seller's sole obligation with respect to items not warranted by Seller shall be to deliver to the Unit owner at the time of Closing any remaining manufacturers' warranties covering such tangible personal property items in the Unit; except to the extent that any such items may be common elements of the Project. Seller is not responsible for performance under manufacturers' warranties in any way.

1.2. Covered Items. The following appliances, tangible personal property and other equipment sold with the Unit are specifically covered by this Limited Warranty: range/oven, range hood, garbage disposal, water heater, refrigerator, ceiling fans and air conditioner.

2. CLAIMS. If you make a claim under this Limited Warranty or any warranty required by law, Seller at its option may repair or replace the affected item or component at no cost to you, or Seller may pay you a sum of money equal to the estimated cost of repair or replacement. Replacement items or components will be comparable, but not necessarily identical, to the items being replaced. Seller will correct or cause the correction of the defect so as to reasonably restore the item to the condition which would have existed had the defect not been present.

3. GENERAL EXCLUSIONS.

3.1. This Limited Warranty does not cover normal maintenance or conditions resulting from accidents, wear and tear, misuse or negligence. The Limited Warranty does not apply where use or maintenance is contrary to the provisions of the Project documents, including the Declaration, Bylaws or House Rules, or where any defect results from damage by the Unit owner or by negligence or unreasonable use (including failure to provide reasonable and necessary maintenance).

3.2. SELLER SPECIFICALLY DISCLAIMS, AND BUYER SPECIFICALLY RELEASES SELLER FROM, ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO ANY PERSON IN THE UNIT OR ANY OTHER REAL OR PERSONAL PROPERTY RESULTING FROM A DEFECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO BUYER.*

3.3. Buyer hereby acknowledges and accepts such disclaimers and agrees to waive any and all rights Buyer may have by virtue of the representations and warranties disclaimed. Except as otherwise provided in this Limited Warranty, Buyer assumes the risk of damage occurring within the Unit after the Closing regardless of the cause.

3.4. On all other appliances and tangible personal property in the Unit not covered by this Limited Warranty, all implied warranties are expressly disclaimed and do not apply, including, without limitation, the implied warranties of merchantability and fitness as created and recognized under Hawaii law. This Limited Warranty gives you specific legal rights, and you may have other rights which vary from state to state.*

4. TIME LIMIT. With respect to any appliances or tangible personal property items finally determined by a court to be within this Limited Warranty described herein, all implied warranties are limited in duration to the six-month period of this written warranty. This includes, without limitation, the implied warranties of merchantability and fitness if created or recognized in Hawaii. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Buyer.*

5. NO ASSIGNMENT. This Limited Warranty may not be assigned by Buyer to any subsequent owner of the Unit.

6. The provisions of this Limited Warranty shall survive Closing.

*Note: This Limited Warranty has been prepared to comply with the disclosure requirements of the Federal Magnuson-Moss Warranty – Federal Trade Improvement Act (15 U.S.C. §§ 2301-2312, as amended); certain sentences indicated by asterisks are required by regulations promulgated by the Federal Trade Commission (16 C.F.R. § 700.1-703.8).