KOA RIDGE
MAU LOA AT KOA RIDGE
(hereinafter referred to as the "Project")

Condominium Registration No. 9409

Type of Financing _____

CASTLE & COOKE HOMES HAWAII, INC.
Deposit Receipt and Sales Agreement

Product Type – A4

DEPOSIT RECEIPT

Received from _____, Buyer hereinafter mentioned, the sum of **Twenty Thousand and No/100 Dollars ($20,000)** as a deposit on offer to purchase the property described in and covered by the terms of the contract hereinafter set forth.

Dated _____

Castle & Cooke Homes Hawaii, Inc.

By_____
Its Sales Representative

SALES AGREEMENT

This Agreement, made this _____ day of _____, 20_____, is an Agreement for the sale of a fee simple condominium unit in the Project.

This Agreement is made by CASTLE & COOKE HOMES HAWAII, INC., a Hawaii corporation (which will be called the "Seller"), and the person or persons named in Article II below (who will be called the "Buyer" even if there may be more than one person). Seller's principal place of business is 680 Iwilei Road, Suite 510, Honolulu, Hawaii 96817, and its post office address is 680 Iwilei Road, Box 510, Honolulu, Hawaii 96817.

ARTICLE I. DESCRIPTION OF PROPERTY COVERED BY THIS AGREEMENT:

Unit No. _____ Unit Type _____

Unit Address _____, Waipahu, HI 96797.

Approximate Unit Net Living Floor Area _____ sq. ft.

Approximate Unit Net Garage Floor Area _____ sq. ft.

Approximate Unit Net Covered Entry Floor Area _____ sq. ft.

Approximate Unit Net Covered Lanai Floor Area _____ sq. ft.

Approximate Unit Net Low Storage Floor Area _____ sq. ft.

Undivided Percentage Common Interest _____%

Yard Area No. _____ Driveway Area No._____

Furnishings, Fixtures and Appliances in Unit
Range/oven, range hood, dishwasher, garbage disposal, solar hot water system, and air conditioning unit (as specified per plan).

specimen

ARTICLE II. INFORMATION ABOUT BUYER (include all persons):

A. _____
(give full name, marital status and desired tenancy)

_____

B. _____

_____

Address: A. _____

B. _____

Telephone: A. Primary_____ Alternate _____

B. Primary_____ Alternate _____

E Mail Address: A. _____

B. _____

_____
Buyer's Initials

ARTICLE III. ESCROW, DEVELOPER'S PUBLIC REPORT, PURCHASE PRICE, ADDITIONAL SUMS TO BE PAID, METHOD OF PAYMENT, SALES AGREEMENT, AGENCY DISCLOSURE, OPTIONS AND DISPUTES:

A. Escrow: Title Guaranty Escrow Services, Inc.
235 Queen Street, 1st Floor
Honolulu, Hawaii 96813

B. Receipt of Developer's Public Report. Buyer has received and read a copy of the Developer's Public Report ☐, Amendment to Developer's Public Report with an effective date of _____ ☐, Amended Developer's Public Report with an effective date of _____ ☐ for the Project before signing this Agreement.

C. Purchase Price: Base Sales Price ..... $_____

Options Price..... $_____

Total Purchase Price ..... $_____

(due no later than the Scheduled Closing Date)

D. Additional Sums to be Paid (due no later than the Scheduled Closing Date):

1.	Project start-up fee (which will not be refunded).....	$ 200.36
2.	One (1) month advance maintenance fee	$ 100.18
3.	Koa Ridge Owners Association start-up assessment.....	$ 159.56
4.	Koa Ridge Owners Association quarterly Base Assessment.....	$ 239.34
5.	Koa Ridge Owners Association quarterly Special Benefited Area Assessment.....	$ 0.00
6.	Estimated escrow fee	$ 1,450.00
	.....	plus general excise tax
7.	Estimated title insurance cost.....	$ 1,900.00
8.	Additional escrow fee if lender other than designated lender is used:	
	U.S. mainland lender.....	$ 250.00
	State of Hawaii lender.....	$ 150.00
9.	Estimated real property taxes for initial tax year.....	$ _____
10.	PLUS other estimated Closing Costs and Prorations as provided in Article V, Sections F.2 and F.3 below.	

(NOTE: These amounts and any other amounts due under Article V below are in addition to and not a part of the Total Purchase Price.)

E. Method of Payment. The Total Purchase Price shall be payable as follows:

1.	Initial cash deposit to be paid on execution of this Agreement by Buyer.....	$_____
2.	Additional cash deposit to be paid within 30 days of acceptance by Seller of this Agreement (if Buyer is making payment by way of financing), or upon acceptance by Seller of this Agreement (if Buyer is making cash payment).....	$_____
3.	Balance of Total Purchase Price in cash due no later than the Scheduled Closing Date	$_____
4.	Balance of Total Purchase Price by way of financing from one or more lending institutions, as approved by the Seller, due no later than the Scheduled Closing Date.....	$_____
	TOTAL PURCHASE PRICE	$_____

specimen

_____
Buyer's Initials

F. Sales Agreement. Seller agrees to sell and Buyer agrees to buy the Property described in Article I above and Article V, Section A.2 below. The purchase price will be the Total Purchase Price described in Article III, Section C above and payment of the Total Purchase Price will be made at the times and in the manner described in Article III, Section E above. Seller's agreement to sell the Property and Buyer's agreement to buy the Property are subject to all of the "TERMS AND CONDITIONS" contained in Article V of this Agreement. THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER IS CONTAINED IN THIS AGREEMENT AND NO PLACE ELSE. THIS AGREEMENT HAS FIVE ARTICLES--I, II, III, IV and V--AND ARTICLE V HAS NINE SECTIONS (FROM A THROUGH I).

BUYER AGREES THAT BUYER HAS READ ALL OF THIS AGREEMENT (INCLUDING ALL OF SECTIONS A THROUGH I OF ARTICLE V BELOW) AND THAT BUYER UNDERSTANDS WHAT THIS AGREEMENT MEANS.

No salesperson, employee or agent of the Seller has any authority to bind the Seller to this Agreement. The receipt of the deposit or any other sum by a salesperson, employee or agent of the Seller will not mean that Seller has approved this Agreement or is bound by this Agreement. Seller will be bound by this Agreement only when it signs this Agreement.

G. **AGENCY DISCLOSURE. All real estate licensees employed by or associated with Castle & Cooke Homes Hawaii, Inc. represent the Seller. By initialing here, Buyer confirms that oral or written disclosure of such representation was provided to Buyer before the signing of this Agreement.**

_____
Buyer's initials

H. Options. Buyer is aware that upon selection of any and all options by Buyer (pursuant to a separate addendum to this Agreement executed by Seller and Buyer), Buyer shall pay to Seller 50% of the total price of such options (the "Option Deposit"). Buyer understands and acknowledges that the Option Deposit shall not be refunded under any circumstances. The remaining 50% of the total price of the options shall be due and payable, together with the balance of the Total Purchase Price, no later than the Scheduled Closing Date. If, for any reason, Buyer cancels this Agreement, Seller shall retain the Option Deposit. Buyer understands and acknowledges that Buyer must select any and all options within 10 days of the date of Seller's acceptance of this Agreement. Buyer also understands and acknowledges that certain options may not be available at the time of selection for a number of reasons, including, but not limited to, the construction status of the Unit, material discontinuances, and delays such options may cause to the completion of the Unit.

I. **Notice of Dispute; Disputes; Contractor Repair Act; Mediation; Arbitration; Disputes to be Made on Individual Basis; Buyer's Rights and Responsibilities.** Buyer and Seller agree that if Closing of the purchase of the Unit by Buyer from Seller occurs, the following shall apply:

1. **Notice of Dispute. If Buyer has a claim against Seller and/or Seller's affiliates, arising out of this Agreement or in any way connected with the design, development, construction, sale, marketing, financing, warranties, or any other activity or matter relating to the Property (a "Dispute"), Buyer shall provide notice of the Dispute to Seller in writing as soon as reasonably possible after Buyer has become aware of the matter giving rise to the Dispute. If the Dispute is a construction defect covered by the Home Builder's Limited Warranty ("Limited Warranty Agreement") in the form attached to this Agreement as Exhibit A as a specimen, administered by Professional Warranty Service Corporation which is a third party company not affiliated with Seller, covering "Construction Defects" relating to the Unit, as provided in Article V, Section D of this Agreement, then Buyer shall follow the notification provisions of the Home Builder's Limited Warranty.**

2. **Disputes Covered by Home Builder's Limited Warranty.**

   (a) If Seller, in Seller's sole discretion, determines that the Dispute is covered by the Limited Warranty Agreement, then the Dispute shall be resolved pursuant to the terms of the Limited Warranty Agreement including, if necessary, the mediation and final and binding arbitration provisions contained the Limited Warranty Agreement, which mediation and arbitration provisions are incorporated by reference herein.

   (b) At Seller's option, any mediation and/or arbitration undertaken pursuant to the terms of the Limited Warranty Agreement may include all or any of Seller's agents, architects, consultants, engineers, contractors, subcontractors, suppliers, representatives or other third parties ("Related Parties"). Any action by Buyer against any of the Related Parties (and not directly against Seller) in respect of the Property which Seller shall determine directly or indirectly affects Seller and which involves a claim for construction defects as defined under the Limited Warranty Agreement, shall at Seller's option, be subject to these mediation and arbitration provisions of the Limited Warranty Agreement.

   (c) All fees and costs in connection with the mediation and/or arbitration shall be allocated in accordance with the Limited Warranty Agreement; provided, however, that any fees and costs that are not addressed by the Limited Warranty Agreement shall be shared equally by Buyer and Seller.

3. **Contractor Repair Act.** If the Dispute is not resolved pursuant to the Limited Warranty Agreement and is governed by the Hawaii Contractor Repair Act, Chapter 672E of the Hawaii Revised Statutes ("Contractor Repair Act"), the parties shall comply with the requirements of the Contractor Repair Act.

   The provisions of this Article III, Section I are intended to comply with (and shall be construed consistent with) the requirements of the Contractor Repair Act. In the event of an irreconcilable conflict between the provisions of this Article III, Section I and the provisions of the Contractor Repair Act, the provisions of the Contractor Repair Act shall govern and control.

   Pursuant to the requirements of the Contractor Repair Act, Seller is required by law and does hereby give to Buyer the following notice:

   CHAPTER 672E OF THE HAWAII REVISED STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU (i.e. BUYER) MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT OR OTHER ACTION FOR DEFECTIVE CONSTRUCTION AGAINST THE SELLER OR RELATED CONTRACTORS WHO DESIGNED, REPAIRED, OR CONSTRUCTED YOUR UNIT. NINETY DAYS BEFORE YOU FILE YOUR LAWSUIT OR OTHER ACTION, YOU MUST SERVE ON THE SELLER OR CONTRACTOR A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE. UNDER THE LAW, THE SELLER OR CONTRACTOR HAS

Specimen

THE OPPORTUNITY TO MAKE AN OFFER TO REPAIR AND/OR PAY FOR THE DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE SELLER OR A CONTRACTOR. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THE LAW, AND FAILURE TO FOLLOW THEM MAY NEGATIVELY AFFECT YOUR ABILITY TO FILE A LAWSUIT OR OTHER ACTION.

Any Dispute not resolved by the process provided for under the Contractor Repair Act shall be submitted to arbitration as provided below.

4. **Mediation of Disputes Not Covered by the Limited Warranty Agreement or Pursuant to the Contractor Repair Act**. **In the event Seller determines in Seller's sole discretion that the Dispute is not covered by the Limited Warranty Agreement or the Contractor Repair Act, Seller shall so notify Buyer, and Buyer and Seller shall attempt in good faith to settle such Dispute by non-binding mediation as provided below:**

(a) The mediation shall be conducted in Honolulu, Hawaii, and shall be administered by Dispute Prevention & Resolution, Inc. (the "Service"), in accordance with its Mediation Rules, Procedures and Protocols, except as may be inconsistent with this section.

(b) The parties may agree on the selection of a single mediator instead of having a mediator appointed by the Service, and the parties may agree to use a recognized mediation service other than the Service. If the Service is not available, the parties may agree on the selection of a single mediator and if they are unable to agree on the selection of a single mediator, then any party may petition a court of competent jurisdiction in the State of Hawaii, for the appointment of a mediator or all parties may agree to waive mediation and have the Dispute decided by arbitration as provided below.

(c) At Seller's option, the mediation shall include all or any Related Parties as parties.

(d) Either party may notify the other party in writing of its request to commence mediation.

(e) Prior to the commencement of mediation, Buyer agrees to provide Seller, the Related Parties and their consultants with reasonable access to those portions of the Property that are the subject of the Dispute.

(f) The parties may agree on the date of commencement of the mediation; provided, however, that (1) if the parties are unable to agree on the date of commencement of the mediation and the mediation does not include Related Parties, then unless the parties otherwise agree, the mediation shall commence within thirty (30) calendar days after Seller's written notice to Buyer that the Dispute is not covered by the Limited Warranty Agreement or as soon thereafter as permitted by the mediator's schedule, or (2) if the parties are unable to agree on the date of commencement of the mediation and the mediation does include Related Parties, then unless the parties otherwise agree, the mediation shall commence within sixty (60) calendar days after Seller's notice to Buyer that the Dispute is not covered by the Limited Warranty Agreement or as soon thereafter as permitted by the mediator's schedule.

(g) The costs for the mediator shall be shared equally by the parties, and each party shall be responsible to pay all other fees and costs, including attorneys' fees, that it incurs in connection with the mediation.

5. **Arbitration of Disputes Not Covered by the Limited Warranty Agreement or in the Event of Unenforceability of the Arbitration Provisions within the Limited Warranty Agreement**. **If the parties are unable to resolve the Dispute through mediation as provided in the preceding section and/or in the event that a Dispute is covered by the Limited Warranty Agreement but the arbitration provisions of the Limited Warranty Agreement are deemed unenforceable, then such Dispute shall be decided by arbitration as provided below:**

(a) The arbitration shall be held in Honolulu, Hawaii, shall be determined by a single arbitrator and shall be administered by the Service, in accordance with its Arbitration Rules, Procedures & Protocols (the "DPR Arbitration Rules"), except as may be inconsistent with this section.

(b) The parties may agree on the selection of a single arbitrator instead of having an arbitrator appointed by the Service, and the parties may agree to use a recognized arbitration service other than the Service. If the Service is not available, the parties may agree on the selection of a single arbitrator and if they are unable to agree on the selection of a single arbitrator, then either Seller or Buyer may request that a judge of the United States District Court for the District of Hawaii select the arbitrator.

(c) At Seller's option, the arbitration shall include any of the Related Parties as parties.

(d) Notwithstanding anything herein, in the DPR Arbitration Rules or in the rules of any other arbitration service used for the arbitration (the "Other Rules"), the costs for the arbitrator shall be shared equally by the parties, and each party shall be responsible to pay all other fees and costs, including attorneys' fees, that it incurs in connection with the arbitration.

(e) Notwithstanding anything herein, in the DPR Arbitration Rules or in the Other Rules, the parties hereby waive, and agree not to pursue, any claims against each other for consequential damages, attorneys' fees or costs, witness fees or costs or other expenses arising in connection with the arbitration of any such Dispute, and the arbitrator shall not include any such consequential damages, attorneys' fees or costs, witness fees or costs or other expenses as part of the award.

(f) Notwithstanding any provision contained in this Agreement to the contrary, this arbitration provision and the rights and liabilities of the parties with respect to this arbitration provision shall be governed by, and construed and interpreted in accordance with the Federal Arbitration Act, as amended from time to time, to the exclusion of any state law, regulation or judicial decision. The award of the arbitrator shall be final and binding upon the parties and judgment on the award rendered by the arbitrator may be entered in any federal court of competent jurisdiction in the State of Hawaii.

(g) All judicial proceedings brought against any of the parties arising out of or relating to this arbitration provision shall be brought in any federal court of competent jurisdiction in the State of Hawaii, and by execution and delivery of this Agreement, Buyer accepts the exclusive jurisdiction of the aforesaid court and waives any defense of forum non conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this arbitration provision.

Specimen

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Buyer's Initials

6. **All Disputes to be Made on Individual Basis Only**. **Buyer and Seller agree that any and all Disputes, and whether or not arbitrated or litigated, shall be arbitrated or litigated on an individual basis only. To that effect, Buyer and Seller each hereby waive its respective right to commence, become a party to, or remain a participant in, any class, consolidated or representative action ("Class Action Waiver").**

J. **Buyer's Rights and Responsibilities**.

1. Buyer acknowledges and agrees that it is Buyer's obligation and responsibility to read and comply with the Contractor Repair Act, this Agreement and the Limited Warranty Agreement, and to consult with Buyer's own legal and other advisors in the event that Buyer desires to commence a legal action for a Dispute.

2. **Buyer shall have the right, for a period of thirty (30) days after the date of this Agreement, to elect not to participate in: (i) the arbitration provisions set forth in Article III, Section I.5 of this Agreement (the "Arbitration Provisions"); and/or (ii) the Class Action Waiver set forth in Article III, Section I.6 of this Agreement.** By electing not to participate in either the Arbitration Provisions and/or the Class Action Waiver, this means that the Arbitration Provisions and/or the Class Action Waiver would not apply to Buyer with respect to a Dispute. **In order to elect not to participate in the Arbitration Provisions and/or the Class Action Waiver, Buyer must deliver or mail to Seller, on or before thirty (30) days after the date of this Agreement, written notice of Buyer's election pursuant to the notice provisions contained in Article V, Section I.2 hereof.** Buyer may obtain a form from Seller for the election. Buyer shall not rely upon any representations by Seller or its representatives, but instead shall consult with Buyer's own legal or other advisors, in making a decision on whether or not to elect not to participate in the Arbitration Provisions and/or the Class Action Waiver. If Buyer does not deliver a timely written notice to Seller as provided in this section, Buyer and Seller shall be subject to and shall abide by the terms and provisions of the Arbitration Provisions and the Class Action Waiver.

By initialing here, and notwithstanding the generality of any other provision in this Agreement, Buyer confirms that Buyer has read and understands the terms and provisions of Sections I and J of Article III. Buyer further confirms that Buyer has been given an opportunity to have Buyer's own legal or other advisors review this section, before the signing of this Agreement.

_____
Buyer's initials

K. Special Conditions.

_____

_____

_____

_____

By signing this Agreement, Seller and Buyer agree to all of the terms and provisions set forth above, and all of the terms and provisions set forth in Articles IV and V. Buyer agrees that Buyer has read and understands all of the terms and provisions set forth above, and in Articles IV and V, all of which are attached hereto and for all purposes made a part hereof. Buyer agrees that Buyer has read, has been given an opportunity to have Buyer's own legal or other advisors review this Agreement, the Declaration, the By-Laws, the Condominium Unit Deed form, all other documents referred to in this Agreement and all other exhibits or attachments hereto, and understands and agrees to all of the terms and provisions of this Agreement.

Buyer is aware that Castle & Cooke Homes Hawaii, Inc. and its subsidiaries adhere to a policy and practice non-discrimination and abide by State and Federal law in all respects. Hawaii Revised Statutes, Chapter 515 and Title VIII of the Civil Rights Acts of 1968, as amended by the Fair Housing Amendments Act of 1988, prohibit discrimination in any real property transaction, including any decisions related to the use of any residential unit, facility, and/or service due to an individual's sex, including gender identity or expression, sexual orientation, race, color, religion, marital status, familial status, ancestry, disability, age or HIV infection.

_____ _____
Buyer Date

_____ _____
Buyer Date

_____ _____
Buyer Date

_____ _____
Buyer Date

SELLER:

By _____ Date: _____
Its Director – Sales & Marketing (Contract Accepted by Seller)

Specimen

ARTICLE IV. USED OFTEN IN THIS AGREEMENT - When used in this Agreement, the words listed below will have the following meanings:

A. "Amended Developer's Public Report". The term "Amended Developer's Public Report" means the amendment of the Developer's Public Report on the Project with an effective date issued by the Real Estate Commission of the State of Hawaii, if any.

B. "Association". The word "Association" means the Association of Unit Owners of the Project.

C. "By-Laws". The word "By-Laws" means the By-Laws of the Association of Unit Owners of the Project recorded or to be recorded in the Bureau of Conveyances of the State of Hawaii, as they may be amended from time to time.

D. "Closing Date" or "Scheduled Closing Date". The terms "Closing Date" and "Scheduled Closing Date" mean the Closing Date described in Article V, Section F.2 below.

E. "Condominium Map". The term "Condominium Map" means the plans for the Project which are filed or to be filed in the Bureau of Conveyances of the State of Hawaii, as they may be amended from time to time.

F. "Condominium Property Act". The term "Condominium Property Act" means Chapter 514B of the Hawaii Revised Statutes, as amended.

G. "Declaration". The word "Declaration" means the Declaration of Condominium Property Regime of the Project recorded or to be recorded in the Bureau of Conveyances of the State of Hawaii, as it may be amended from time to time.

H. "Developer's Public Report". The term "Developer's Public Report" means the Developer's Public Report on the Project with an effective date issued by the Real Estate Commission of the State of Hawaii.

I. "Koa Ridge Covenants". The term "Koa Ridge Covenants" means that certain Declaration of Community Covenants for Koa Ridge dated June 8, 2020, recorded in the Bureau of Conveyances as Document No. A-74660352, as amended, restated and supplemented from time to time.

J. "Land". The term "Land" means the land on which the Project is located, as described in the Declaration.

K. "Property". The word "Property" means the property described in Article I above and Article V, Section A.2 below.

L. "Unit". The word "Unit" means the unit in the Project described in Article I above. The Unit is more fully described in the Declaration and the Condominium Map.

ARTICLE V. TERMS AND CONDITIONS:

A. Property to be Transferred.

1. Project Information. The Project will be a fee simple, residential condominium project located at Waipahu, Hawaii. The Project will be constructed in accordance with the Condominium Map, subject to such changes as are deemed appropriate or necessary by Seller or Seller's architect in their sole discretion.

2. Description of Property.

(a) Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the following property:

(1) The Unit in the Project described in Article I above. The Unit is more fully described in the Declaration and shown on the Condominium Map.

(2) An undivided percentage common interest ("common interest") in all common elements of the Project, as described in Article I above. The common elements are more fully described in the Declaration and shown on the Condominium Map. Each unit owner will be an owner of the common elements as a tenant in common with the other unit owners in the Project. Each unit owner will also have the rights and easements appurtenant to his or her unit as described in the Declaration and shown on the Condominium Map.

(3) The furnishings, fixtures and appliances located in the Unit. These are described in Article I above.

(b) In this Agreement the word "Property" will mean the interest of Buyer in the property described in (a) above. The Buyer's interest in the Property will be subject to all of the terms, conditions, rights and agreements mentioned in (i) any document affecting the Project which is filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii and/or recorded in the Bureau of Conveyances of the State of Hawaii, (ii) the Koa Ridge Covenants, (iii) the Condominium Unit Deed described below, or (iv) the Declaration or the By-Laws, as amended from time to time.

3. Limited Warranty Condominium Unit Deed. Seller agrees that on the Scheduled Closing Date and after Buyer pays into Escrow the Total Purchase Price, Additional Sums and all other sums which Buyer has agreed to pay under this Agreement and performs all of Buyer's other obligations hereunder, Seller will provide to Buyer a duly executed Limited Warranty Condominium Unit Deed (sometimes referred to as the "Condominium Unit Deed" or the "unit conveyance") conveying the Property to Buyer. A sample copy of the Condominium Unit Deed is on file with the Real Estate Commission of the State of Hawaii and a copy has also been given to Buyer. Buyer acknowledges that Buyer has received and read the form of the Condominium Unit Deed and Buyer accepts and agrees to such form of the Condominium Unit Deed and to the terms and conditions contained in such Condominium Unit Deed.

4. No Present Transfer. This Agreement does not transfer any interest in the Property to Buyer. This Agreement is only an agreement to transfer an interest in the future in accordance with the terms and conditions contained in this Agreement. Notwithstanding any provision contained in this section or elsewhere in this Agreement to the contrary, Buyer is still subject to the "risk of loss" provision contained in Article V, Section F.2(a) below.

specimen

5. Insulation. The roof of the building in which the Unit is located will be insulated with fiberglass batt insulation to a thickness of 8¼ inches, which, according to the manufacturer, will yield an R-value of 30. The walls of the building in which the Unit is located will be insulated with fiberglass batt insulation to a thickness of 3¼ to 3½ inches, which, according to the manufacturer, will yield an R-value of 13. R-value measures resistance to heat flow. The higher the R-value, the greater the insulating power.

B. Payment of Purchase Price.

1. Escrow Agreement; Interest Belongs to Seller. Seller and Title Guaranty Escrow Services, Inc. ("Escrow") have signed an Escrow Agreement dated June 23, 2026 as amended from time to time (the "Escrow Agreement"), and Buyer has received a copy of the Escrow Agreement. A copy of the Escrow Agreement is also on file in Seller's sales office and may be looked at during normal business hours. Buyer has read the Escrow Agreement and understands what it says, and Buyer agrees to follow what it says. The Escrow Agreement is made a part of this Agreement.

Buyer agrees to make all of Buyer's payments under this Agreement, including all additional charges and fees, to Escrow. Checks should be made payable to Title Guaranty Escrow Services, Inc. At Closing, Escrow will accept only a cashier's check drawn on a Hawaii financial institution. All interest received by the Seller or Escrow on Buyer's deposits will belong to the Seller. Buyer and Seller instruct Escrow that all such interest belongs to Seller.

2. Financing of Purchase.

(a) Buyer's Ability to Make Payments. Buyer promises that Buyer is able to make, when due, all of the payments required under Article III above. Buyer also promises that the personal financial information which Buyer gives to Seller or any mortgage lender will be true and accurate. Buyer agrees that Seller or any mortgage lender is authorized to check Buyer's credit background and financial condition. Buyer agrees to confirm this authority promptly in writing if Seller asks.

(b) Funds for Purchase.

(i) If Buyer Needs a Loan. If Buyer needs to borrow money to buy the Property, Buyer will apply for a loan within seven (7) business days after the Seller signs this Agreement. Getting the loan is Buyer's responsibility and not the Seller's. Buyer promises to do Buyer's best to qualify and get the loan. As soon as Buyer receives a copy of a signed conditional loan commitment from a lender, Buyer will give Seller a copy. The things which Buyer promises to do in this Section B.2(b)(i) will be called the "Mortgage Loan Acts". In order to keep Seller apprised of Buyer's progress in performing the Mortgage Loan Acts, Buyer hereby authorizes Buyer's prospective mortgage lender to transmit at Seller's request any and all information necessary for this purpose, including, but not limited to, copies of all correspondence between Buyer and Buyer's prospective lender. If Buyer fails to deliver to Seller a signed conditional loan commitment from a lender within sixty (60) days after application, then Seller may cancel this Agreement by giving written notice to Buyer. If Buyer has performed the Mortgage Loan Acts but Buyer's loan application is rejected or not approved within sixty (60) days after application, then Buyer may cancel this Agreement by giving written notice to Seller on or before seventy (70) days after application. EXCEPT FOR BUYER'S RIGHT TO CANCEL THIS AGREEMENT AS PROVIDED IN THE IMMEDIATELY PRECEDING SENTENCE, BUYER'S OBLIGATIONS UNDER THIS AGREEMENT ARE NOT CONTINGENT OR CONDITIONED UPON BUYER'S ABILITY TO SECURE FINANCING FROM A MORTGAGE LENDER OR ON BUYER'S ABILITY TO SELL BUYER'S CURRENT RESIDENCE OR ANY OTHER PROPERTY. NO FINANCING BY SELLER OF ANY PORTION OF THE TOTAL PURCHASE PRICE IS AVAILABLE.

(ii) If Buyer Plans to Pay Cash. If Buyer plans to pay the Total Purchase Price in cash, without using a loan, Buyer will, within fifteen (15) business days after Seller signs this Agreement, give Seller documents satisfactory to Seller in Seller's sole judgment, of Buyer's ability to pay in cash, when due, the payments set forth in Article III, Section E of this Agreement. Such documents shall include, but shall not be limited to, a recent certified financial statement of Buyer's net worth and cash on hand and such other written documents from Buyer's bankers, accountants, or other person, that Seller may require. If Buyer fails to provide to Seller, by the deadline specified in this section, documents of Buyer's ability to pay in cash, when due, the payments set forth in Article III, Section E of this Agreement, Seller shall have the right to cancel this Agreement and hold Buyer in default under this Agreement; provided further that upon default of Buyer and the cancellation of this Agreement, Seller shall be entitled to retain all sums paid hereunder as liquidated damages as provided in Article V, Section G.1 hereof.

(c) Designated Lenders. Seller has a list of designated lenders for the Project. Buyer may obtain a copy of the list of designated lenders from Seller's Sales Office. Buyer may obtain from the designated lenders information regarding interest rate ceilings, rate locks and mid-locks. If, as a condition to purchasing the Unit, Seller requires that Buyer obtain a loan pre-approval from a designated lender, Buyer understands and acknowledges that Buyer is not obligated to apply for a loan with a designated lender. Buyer may choose any lender that Buyer desires, and Buyer has no obligation to obtain a loan from a designated lender; provided, however, that if Buyer utilizes the services of a lender other than a designated lender, Buyer will be charged an additional escrow fee, will be responsible for any additional charges by Buyer's lender, and Buyer will not receive a closing costs credit. A designated lender shall have no obligation to extend a loan to Buyer unless Buyer meets the designated lender's requirements for a loan.

C. Condominium and Other Documents and Seller's Rights and Powers.

1. Buyer's Acceptance of the Condominium and Other Documents. Buyer acknowledges that Buyer has read and reviewed, and understands, approves and accepts, the plans and specifications for the Project prepared by Seller's architect, the Declaration, the By-Laws, the Condominium Map, the Koa Ridge Covenants, the Rules and Regulations of the Association, the form of Condominium Unit Deed, and the Escrow Agreement. True copies of each of these documents (except the plans and specifications and the Koa Ridge Covenants) are on file with the Real Estate Commission of the State of Hawaii and may be inspected (including the plans and specifications and the Koa Ridge Covenants) by Buyer or Buyer's lender at Seller's sales office. Buyer agrees that all of the condominium and other documents mentioned in this Section C.1 are made a part of this Agreement and that Seller may amend the condominium and other documents as provided in Section C.2 below.

2. Seller Has the Right to Change the Documents. Seller has the right to change the Declaration, By-Laws, Condominium Map, Rules and Regulations of the Association, form of Condominium Unit Deed, and other documents. Seller has the right to make changes which are required by law, the Real Estate Commission of the State of Hawaii, any title insurance company, any lender, any purchaser, insurer or guarantor of loans made on the security of the Project or any of the units, or any governmental agency made at any time before the conveyance of all of the units in the Project to persons other than Seller or Seller's mortgage lender and the completion of construction of all of the units in the Project. Seller also has the right to make changes to any of the other units in the Project, including, without limitation, changes to the unit types in the other units in the Project, made at any time before the conveyance of all of the units in the Project to persons other than Seller or Seller's mortgage lender and the completion of construction of all of the units in the Project. Seller also has the right to make changes

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which Seller determines to be necessary, made at any time before the conveyance of the first unit to any person other than Seller or Seller's mortgage lender, but only if the changes do not: (a) substantially change any of Seller's material obligations under this Agreement; (b) require a substantial change in the design, location or size of the Unit or of the building in which the Unit is located; (c) cause Buyer to lose Buyer's loan commitment; (d) increase Buyer's undivided percentage common interest in the common elements of the Project; or (e) reduce Seller's obligation for common expenses on any unsold units in the Project. Seller also has the right to make other minor changes to the Unit, the other units in the Project or the common elements, and the improvements constructed in the Project may vary from that shown in the plans and specifications. Without limiting the generality of the foregoing, (a) Seller or Seller's architect may increase or decrease the thickness of any foundation, wall, column or floor slab which could result in the dimensions of the Unit thus affected becoming smaller or larger or resulting in a building height or elevation different from those shown on the Condominium Map or stated in the Declaration, and (b) Seller may substitute any materials, furnishings or fixtures originally specified in the plans and specifications with such alternative materials, furnishings or fixtures of substantially equivalent quality.

3. Seller's and Buyer's Rights in the Association of Unit Owners. Buyer agrees that, until the Board of Directors of the Association is elected at the first annual meeting of the Association, Seller will have the right to exercise all of the powers of the Association and the Board of Directors and officers of the Association, including voting. Buyer agrees that Seller will have all of the membership rights in the Association which belong to each unit in the Project (including the Unit covered by this Agreement) until a Condominium Unit Deed covering such unit is recorded.

4. Seller May Enter Into Management and Other Contracts. Buyer agrees that Seller may choose the first Managing Agent of the Project and sign a management contract on behalf of the Association with a term of not more than one (1) year. Buyer further agrees that Seller may, but need not, choose the first resident manager, if any, of the Project and may, but need not, sign on behalf of the Association, a lease of a unit in the Project (which unit may, but need not, be owned by Seller) for the occupancy and use of the resident manager, if any. If Seller elects to lease a unit owned by Seller to the Association for the resident manager's use, Seller shall have the right to sell that unit to a third party purchaser, subject to the lease of the unit to the Association. Buyer agrees that, before Buyer's Condominium Unit Deed is recorded, Seller may enter into any other contracts or agreements on behalf of the Association if Seller thinks it would be desirable for the management, operation or maintenance of the Project.

5. Koa Ridge Covenants. Buyer acknowledges that the Declaration provides that all present and future unit owners, tenants and occupants of units in the Project are subject to the Koa Ridge Covenants, a copy of which has been received by Buyer. The Koa Ridge Covenants provide, among other things, that the Association (a) shall be deemed the "Parcel Owner" for the Project for all purposes under the Koa Ridge Covenants, (b) shall be the member of the Koa Ridge Owners Association with respect to the Project, and (c) shall exercise the voting rights attributable to the units in the Project, voting as a block. Assessments pursuant to the Koa Ridge Covenants shall be levied against the unit owners. Each unit owner's obligation to pay assessments shall constitute a lien against its unit. The assessments by the Koa Ridge Owners Association shall include Base Assessments, and also may include Special Benefited Area Assessments, Special Assessments and Specific Assessments, as described in the Koa Ridge Covenants. The Koa Ridge Owners Association also may charge use or consumption fees. Unless billed directly to and collected from the unit owners by the Koa Ridge Owners Association, payment of Buyer's share of the Koa Ridge Owners Association assessments shall be made to the Association for remittance to the Koa Ridge Owners Association. Buyer may be required to obtain the consent of the Koa Ridge Owners Association before making alterations to the Unit or the limited common elements appurtenant to the Unit, as set forth in the Koa Ridge Covenants.

D. Warranties.

1. Seller's Warranty and Customer Care Program.

(a) Home Builder's Limited Warranty. Seller will provide a ten (10) year limited warranty covering "Construction Defects" relating to the Unit. The terms and conditions of this limited warranty will be set forth in the Limited Warranty Agreement. The Limited Warranty Agreement defines the scope of "Construction Defects", will govern and control the terms of the limited warranty, and will supersede any and all other written or oral warranties, representations or promises as to the Unit. All warranties with respect to the Unit are contained in the Limited Warranty Agreement, and Seller provides no other warranties.

(b) Castle & Cooke Customer Care Program and Agreement. Seller will also provide additional services and repairs for the Unit (over and above its warranty obligations under the Limited Warranty Agreement) on the terms and conditions set forth in the Castle & Cooke Customer Care Program and Agreement ("Customer Care Agreement") in the form attached to this Agreement as Exhibit B as a specimen, which will be executed by Seller and Buyer at closing. The Customer Care Agreement does not provide additional warranties to Buyer. It does, however, specify certain items for which Seller will provide additional services and repair for specified periods up to one (1) year after the "Commencement Date" referred to in the Customer Care Agreement.

(c) Homeowner's Guide Book. Seller will provide to Buyer a Homeowner's Guide Book at or prior to closing. This is not a legal document, and does not confer any additional warranty or service and repair rights on Buyer. It is for informational purposes and is intended to provide useful maintenance and care tips for the Unit. Buyer acknowledges that:

(i) Buyer has responsibilities for maintenance and care of the Unit;

(ii) Buyer's failure to follow maintenance suggestions or otherwise properly maintain the Unit or appliances and other consumer products may adversely affect the warranties provided in the Limited Warranty Agreement or directly by manufacturers, and may adversely affect the service and repair provided in the Customer Care Agreement; and

(iii) To the extent any damage or defect is caused by Buyer's failure to properly maintain the Unit, it will be Buyer's (and not Seller's) responsibility.

(d) Terms Conditions, Limitations, Exceptions, Disclosures and Disclaimers. The Limited Warranty Agreement and the Customer Care Agreement each specify various terms, conditions, limitations, exceptions, disclosures and disclaimers ("Conditions"), with respect to the warranties and additional services and repairs which they provide. Buyer's rights and Seller's obligations for such work are subject to such Conditions, and Buyer must read and understand them. Buyer's execution and delivery of closing documents will constitute Buyer's representation to Seller that:

(i) Buyer has read and understood (with the assistance of such advisors and experts as Buyer has deemed necessary) the Limited Warranty Agreement and the terms, conditions, and limitations thereof, including, but not limited to, Buyer's limitation of remedies, Buyer's waiver of the ability to bring a court action, and Buyer's limitation on the right to recover damages;

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(ii) Buyer has read and understood (with the assistance of such advisors and experts as Buyer has deemed necessary) all of such Conditions, and is satisfied with them;

(iii) Buyer understands that this representation is an important reason to Seller to execute and deliver the closing documents and transfer title to the Unit to Buyer, and that Seller shall do so based upon and in reliance upon this representation by Buyer to Seller.

Without limiting the generality of the foregoing, Seller hereby makes the following general disclosures and disclaimers to Buyer:

(i) Certain important Conditions are set forth in Section E of the Customer Care Agreement. Buyer must read, understand and be satisfied with these, which relate to:

(a) possible changes in plans and specifications;

(b) the fact that only the manufacturer (but not Seller) shall be responsible for warranties on appliances and other consumer products or materials which are incorporated into the Unit (such as carpets, windows, exterior siding, etc.);

(c) Buyer's responsibility to periodically inspect the condition of the paint on the Unit and to re-paint when necessary;

(d) the fact that Seller shall not be responsible for termites or termite damage to the Unit, other than to provide an initial treatment by a licensed contractor and issuance of a warranty by that contractor, and that it is Buyer's responsibility to take and effect appropriate precautions, inspections and treatments or re-treatments to protect the Unit; and

(e) the fact that mold is common and prevalent in Hawaii and Seller shall not be responsible for mold or any of its impacts on property or human health, and that it is Buyer's responsibility to take and effect appropriate precautions, investigations and maintenance as it deems necessary.

(ii) The limited warranties set forth in the Limited Warranty Agreement, and the service and repair commitments set forth above under the Customer Care Agreement, are given to Buyer in lieu and instead of any other warranties or service commitments of any kind from Seller, express or implied, with respect to the Unit, the appliances and other consumer products in it, and the property on which the Unit is located.

(iii) Any and all other warranties (including without limitation, merchantability, habitability and fitness for a particular purpose) are expressly disclaimed by Seller and waived by Buyer, and Buyer acknowledges and agrees that Seller has not made and will not be legally obligated for any other warranties, express or implied, with respect to the Unit, the appliances and other consumer products or the property on which the Unit is located.

(iv) Buyer hereby acknowledges and agrees that no other warranties, service commitments or related promises or representations have been or will be made by or on behalf of Seller or inferred by Buyer, including, without limitation, by way of (1) statements or advertisements by Seller or its employees, agents or representatives, or (2) any other materials or documents provided to Buyer, or (3) any samples of products or models of homes or similar examples which may have been shown to or seen by Buyer, any and all of which are disclaimed, waived and superseded.

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

3. Buyer's Inspection and Acceptance of the Property. Before closing or before taking possession of the Unit, whichever is earlier, Buyer shall inspect Buyer's Unit and shall sign a document listing all defects or damages to the Unit (if there are any). Buyer agrees to inspect the Unit on the date and at the time set by the Seller. If Buyer fails to inspect the Unit on such date or on such other date prior to Closing as may be set by Seller, or if Buyer fails to sign a document listing all defects and damages (if any) prior to Closing, Buyer shall be deemed to have accepted the Property and the condition thereof and shall be deemed to have waived and released Seller from any and all claims for defects or damages to the Unit.

Buyer agrees to close the sale of the Property on time and to accept possession of the Property even if there are defects or damages to the Unit or anything in it, as long as the Unit is livable.

4. The Condominium Map Is Not a Warranty. The Condominium Map for the Project is intended to show only the layout, location, boundaries, dimensions and numbers of the units in the Project. Buyer understands and acknowledges that items shown on the Condominium Map, including, without limitation, the metes and bounds or dimensions of the limited common elements, such as yard areas and driveway areas, may change due to field changes and other factors, and Seller reserves the right to amend the Condominium Map, the Declaration and the other Project documents from time to time to reflect such changes. BUYER AGREES THAT THE CONDOMINIUM MAP IS NOT INTENDED TO BE AND IS NOT A REPRESENTATION OR WARRANTY OF ANY KIND BY SELLER.

5. Seller Makes No Promise or Warranty About the Amount of Monthly Maintenance Charges. Buyer has examined and approved the estimate of monthly maintenance charges and assessments for the Unit. Seller makes no promise or warranty about the accuracy of those amounts. Buyer understands that those amounts are only estimates and may change for a lot of reasons. Buyer accepts and approves any changes in such estimate made by Seller or the Managing Agent.

6. Seller Makes No Promises About Rentals or Other Economic Benefits. BUYER AGREES THAT NO ONE (INCLUDING THE SELLER OR ANY SALESPERSON) HAS TALKED TO BUYER AT ALL ABOUT ANY RENTAL INCOME OR RENTAL OR SALES SERVICES FOR BUYER'S UNIT. IF BUYER WANTS TO RENT OR SELL THE UNIT, HOW BUYER DOES IT WILL BE UP TO BUYER SUBJECT TO THE RESTRICTIONS CONTAINED HEREIN. BUYER ALSO AGREES THAT NO ONE HAS TALKED TO BUYER AT ALL ABOUT INCOME FROM THE UNIT OR ANY OTHER ECONOMIC BENEFIT TO BE DERIVED FROM THE PURCHASE OR OWNERSHIP OF THE UNIT OR ABOUT THE TAX EFFECTS OF BUYING THE UNIT.

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Buyer's Initials

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7. Seller Makes No Representations Regarding Improvements or Services. Buyer understands and agrees that Seller has not made any representations with respect to the availability of any improvements or services within or serving or anything anywhere installed in the Project, except as expressly provided for in this Agreement or in the Condominium Unit Deed. Seller covenants and agrees with Buyer that subject to matters or conditions legally supportable in the State of Hawaii as an impossibility of performance, a frustration of purpose or events and circumstances which are beyond Seller's reasonable control ("Force Majeure Events"), Seller shall provide for the completion of construction of roads to provide access within Koa Ridge to the Unit, and for the completion of construction of water pipelines, sanitary sewer lines and electrical, cable television and telephone service lines serving the Unit (the "Project Improvements"). Buyer agrees to close the sale of the Property and to accept the Unit at Closing notwithstanding the fact that at the time of Closing, the improvements promised by Seller in this section may not yet be completed, so long as the Unit is complete enough to permit normal occupancy. Buyer further agrees that Seller shall have the right to enter the Unit for all purposes in connection with the construction of the Project Improvements, and Buyer agrees to execute and deliver to Seller, upon request, such further instruments confirming Seller's rights.

E. Building Completion; Agreements Signed Under HRS Section 514B-98 of the Condominium Property Act; Restrictions on Use and Transfer of Property.

1. Interstate Land Sales Full Disclosure Act; Building Completion Date.

(a) The Interstate Land Sales Full Disclosure Act (the "Federal Act") governs the offer for sale or lease of lots, including condominium units. Section 1702(a)(2) of Title 15 of the United States Code exempts from the Federal Act (1) the sale or lease of any improved land on which there is a residential, commercial, condominium, or industrial building; or (2) the sale or lease of land under a contract obligating the seller or lessor to erect such a building on the lot within a period of two (2) years (referred to as the "Improved Lot Exemption"). The sale of the Property covered by this Agreement is intended to be made pursuant to the Improved Lot Exemption and to comply with the requirements of the Improved Lot Exemption and shall be construed consistent with the Improved Lot Exemption. Accordingly, notwithstanding any other provision in this Agreement to the contrary, Seller shall complete construction of the Unit and the building in which the Unit is to be located so as to permit normal occupancy within two (2) years from the date this Agreement is signed by Buyer (the "Building Completion Date"); provided, however, that the Building Completion Date will be extended for any period of time during which construction is actually delayed by Force Majeure Events. If construction of the Unit and the building in which the Unit is to be located is not completed by the Building Completion Date, such failure to so complete shall be a default by Seller under this Agreement, in which case Buyer shall be entitled to the applicable remedies set forth in Article V, Section G.2 of this Agreement, including the cancellation of this Agreement at any time after the Building Completion Date, as the same may have been extended.

(b) Section 1702(b)(9) of Title 15 of the United States Code provides that the provisions of the Federal Act requiring registration and disclosure shall not apply to the sale or lease of a condominium unit that is not exempt under subsection (a) of Section 1702 (referred to as the "Condominium Exemption"). If, for any reason, the sale of the Property covered by this Agreement does not qualify for the Improved Lot Exemption, then in such case only, the sale of the Property shall be intended to be made pursuant to the Condominium Exemption and to comply with the requirements of the Condominium Exemption and shall be consistent with the Condominium Exemption.

2. Agreements Signed Under HRS Section 514B-98 of the Condominium Property Act. Hawaii Revised Statutes ("HRS") Section 514B-98 of the Condominium Property Act requires that for a thirty-day period following the initial date of sale of units in a condominium project, at least 50% of the units being sold shall be offered for sale only to prospective owner-occupants. Seller reserves the right to substitute a unit designated for owner-occupants with another unit within the project, subject to the requirements of the Condominium Property Act. Pursuant to the Condominium Property Act, the Seller will use a chronological system to determine the order in which prospective owner-occupant purchasers would be given an opportunity to select one of the designated residential units. For thirty (30) days from the date of the first published announcement required under the Condominium Property Act, the Seller shall offer the designated units to prospective purchasers chronologically in the order in which they submit to Seller's real estate broker, a completed owner-occupant affidavit, an executed sales contract or reservation, and an earnest money deposit in the amount designated by Seller. Those prospective owner-occupants who do not have the opportunity to select a designated unit during the 30-day period shall be placed on a back-up reservation list in the order in which they submit both a completed owner-occupant affidavit and the earnest money deposit.

If this Agreement is signed under HRS Section 514B-98 of the Condominium Property Act, Buyer shall execute an owner-occupant affidavit. The Buyer's failure, upon reasonable request of the Seller, to execute the owner-occupant affidavit shall constitute a default by Buyer under this Agreement.

If this Agreement is signed under HRS Section 514B-98 of the Condominium Property Act, Buyer will 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 365 consecutive days have elapsed since the recordation of the Condominium Unit Deed to Buyer; provided that a person who continues in the use of the premises as the individual's principal residence during this period may convey or transfer the Unit into a trust for estate planning purposes. Any contract or instrument entered into in violation of this paragraph shall be subject to, among other things, (a) the remedies provided in HRS Section 514B-94(b) under the Condominium Property Act, and (b) a civil penalty of up to $10,000 or 50% of the net proceeds received or to be received by Buyer from the sale, lease, rental, assignment, or other transfer of the Unit, whichever is greater.

3. Restrictions on Use and Transfer of the Property. The transfer of the Property to Buyer will be made subject to (and the Condominium Unit Deed will so provide) certain restrictions on use and transfer of the Property, including without limitation, (a) a first option to purchase the Property at a designated price by and in favor of Seller in the event Buyer violates the covenant requiring Buyer to occupy the Property for a period of twelve (12) months from the date of the conveyance of the Property to Buyer (the "Occupancy Period"), as more particularly described in the Condominium Unit Deed, and (b) a first option to purchase the Property at a designated price by and in favor of Seller in the event Buyer desires to transfer title to the Property during the Occupancy Period, as more particularly described in the Condominium Unit Deed.

Buyer affirms that Buyer is purchasing the Unit as an owner-occupant and agrees that if Seller determines that the intent of Buyer is other than an owner-occupant during the Occupancy Period, Seller may (but does not have to) cancel this Agreement by giving written notice to Buyer.

F. Closing and Possession.

1. Preclosing. Seller will have the right to require Buyer to preclose this sale by having all documents necessary for closing signed and deposited with Escrow before the time of closing. This "preclosing" may take place as early as thirty (30) or more days before the date on which Seller estimates a temporary or permanent "certificate of occupancy" covering the Unit will be issued, or if no "certificate of occupancy" will be issued, the "preclosing" may take place as early as thirty (30) or more days before the date on which Seller estimates a building or unit is complete enough to be occupied. A "certificate of occupancy" is a certificate which the Department of Planning and Permitting of the City and County of Honolulu (the "City") issues when it feels a building or unit is complete enough to be occupied.

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2. Closing. Closing will take place on the "Closing Date" which is the date that the Condominium Unit Deed conveying the Property to Buyer is recorded in the Bureau of Conveyances of the State of Hawaii. The "Closing Date" will be set by Seller alone. It will not be less than ten (10) days after Seller signs this Agreement and it will not be before a temporary or permanent certificate of occupancy covering the Unit is issued (or if no certificate of occupancy will be issued, the "Closing Date" will not be before Seller determines that the Unit is complete enough to be occupied). Seller may extend the Scheduled Closing Date from time to time. Seller will give Buyer at least ten (10) days' notice of the Closing Date. If, and only if, closing should occur prior to the expiration of the applicable mechanics' lien period, Seller shall be required to provide Buyer with an owner's title insurance policy with a mechanics' lien endorsement, protecting Buyer against all mechanics' and materialmen's liens attributable to Seller's development and construction of the Project.

(a) Prorations and Risk of Loss. Proration of maintenance charges and other common expenses and real property taxes, and Koa Ridge Owners Association assessments will be made as of the Scheduled Closing Date. Buyer will be responsible for any loss or damage to the Property starting on the earlier of the Closing Date or the date Buyer takes possession of the Property.

(b) Buyer Will Close Even if Common Areas Are Not Fully Completed. Buyer agrees that the common areas of the Project may not be fully completed and that construction activity may still be going on as of the Scheduled Closing Date. Buyer agrees that even if that is the case, Buyer will make all the required payments and will close the sale.

3. Buyer's Obligation to Pay Closing Costs and Other Amounts. Buyer will pay for the following closing costs: all of the Escrow fee, notary fees, appraisal fees, recording costs, charges for Buyer's credit report, costs of preparing any mortgages and promissory notes, and title insurance costs. Buyer will also pay mortgage costs.

Buyer will also pay the start-up fee in the amount described in Article III, Section D.1 above. This start-up fee will not be refunded and cannot be transferred. It is a one-time charge at the time of sale, not a common expense, and is in addition to the normal monthly maintenance charges or fees. It will be held and used by the Seller and the first Managing Agent of the Association to pay for certain initial common expenses of the Project such as insurance premiums and as a working capital fund for the benefit of all the unit owners. Buyer agrees that Seller does not have to pay any start-up fee for any unit in the Project even if it is owned by Seller.

Buyer will also pay the advance maintenance fee, the Koa Ridge Owners Association start-up assessment and the Koa Ridge Owners Association assessments described in Article III, Section D above.

In order to submit the land of the Project to a condominium property regime, the Declaration was recorded in the Bureau of Conveyances of the State of Hawaii. Upon the recordation of the Declaration, the City will assign a CPR number to each condominium unit in the Project. Due to deadlines utilized by the City that affect the timing of the issuance of CPR numbers, the land upon which the Project is located currently may be assessed as a single parcel for a limited period of time during which each unit would not be separately assessed for real property tax purposes. If the land of the Project is assessed as a single parcel and the real property tax bill for the entire parcel has been or will be received by the Seller, Seller will prepare a worksheet to allocate the real property taxes among the units and Buyer will pay at Closing an amount equal to the portion of the real property taxes allocated to the Property, as provided on the worksheet, for the entire initial tax year (ending June 30) in which the Closing occurs, prorated as of the Closing Date. If the land of the Project is taxed as a single parcel in the subsequent tax year and the real property tax bill for the entire parcel is received by the Seller, Seller will prepare a worksheet for the subsequent tax year to allocate the real property taxes among the units. Seller will send Buyer an invoice for Buyer's share of real property taxes for the subsequent tax year, and Buyer shall remit payment to Seller promptly upon receipt of such invoice. Seller will remit, when due, the real property tax payments to the City. Upon request, Seller will provide Buyer with a copy of the worksheet.

4. Possession of Unit. Buyer cannot use or take possession of or allow anyone else to enter into the Unit for any reason until the Condominium Unit Deed has been recorded by Escrow and the Unit has been inspected by Buyer. Delivery of possession of the Unit to Buyer will take place when Seller tells Buyer that Buyer may take possession of the Unit or when Seller makes the Unit keys available for pick-up by Buyer.

G. Default by Buyer; Default by Seller; Death of Buyer.

1. Default by Buyer. If, prior to Closing, Buyer fails to make any payment when it is due or fails to keep any of Buyer's other promises or agreements contained in this Agreement, then Seller will have the right, at Seller's sole option and in addition to any other rights contained herein, to do any one or more of the following:

(a) Seller may cancel this Agreement by giving Buyer written notice of cancellation and Seller may keep all sums paid by Buyer under this Agreement as "liquidated damages" (i.e., the amount agreed to by Buyer and Seller as properly payable in settlement for breach of contract), and not as a penalty. Without limiting the generality of the foregoing, Buyer understands and acknowledges that if Buyer defaults under this Agreement, Seller may keep the Option Deposit in addition to all other sums paid by Buyer under this Agreement. If Seller cancels this Agreement, Buyer agrees that it will be difficult and expensive to determine the amount of loss or damage Seller will suffer. This is because of, among other things, Seller's commitments relating to the financing of the Project, the effect of default and cancellation of one sale on other unit sales, and the nature of the real estate market in Hawaii. Buyer agrees that the sums paid by Buyer under this Agreement are a reasonable estimate of a fair payment to Seller for Seller's loss or damage resulting from Buyer's default.

(b) Seller may file a lawsuit for damages.

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

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

Buyer also agrees to pay for all costs, including Seller's reasonable lawyers' fees (for both in-house and outside counsel) and the escrow cancellation fee, which are incurred because of Buyer's default.

2. Default by Seller. If, prior to Closing, Seller fails to keep any of Seller's promises or agreements contained in this Agreement, Buyer, if not in default hereunder, may file a lawsuit for specific performance to require Seller to go through with this Agreement or Buyer may exercise any other remedy to which Buyer is entitled to at law or equity, including canceling this Agreement, if applicable. If Buyer cancels this Agreement because of Seller's default, Seller will repay to Buyer all sums paid by Buyer to Seller or Escrow under this Agreement.

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

H. Project Disclosures.

1. Disclosure of Real Property Condition Statement. Buyer acknowledges receipt of the Disclosure of Real Property Condition Statement for the Project.

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

Buyer agrees that Seller shall have the right to conduct extensive sales activities utilizing the common elements and any units still owned by Seller, including the use of model units, sales and management offices, and extensive sales displays and activities.

3. Conditions Affecting the Property and Project. The Buyer understands, acknowledges, covenants and agrees to the following:

(a) Agricultural Effects. The Property is located on and is near or adjacent to lands and easements which are, may be, or were used for or in connection with agricultural operations, which may include, but are not limited to, trucking, plowing, hauling, fertilizing, grading, storing, herbicide and pesticide spraying, crop dusting, water diversion, irrigation, and all other activities incidental to the planting, cultivating, harvesting and processing of crops, including night time activities, and the grazing and raising of livestock, poultry and other animals, which may from time to time cause surface water runoff, noise, soot, ash, smoke, dust, light, heat, vapors, odors, chemicals, vibrations, insect pests, and other substances and phenomena of every description (collectively, the "Agricultural Effects") to be discharged, emitted, dispersed or transmitted over and upon the Property which may bother or be a nuisance to the Buyer and any person occupying or using the Property, and the Buyer also acknowledges that the Hawaii Right to Farm Act (Chapter 165 of the Hawaii Revised Statutes) and Hawaii law limit the circumstances under which farming operations may be deemed to be a nuisance;

(b) Airport Effects. The Property is located in the vicinity of the Daniel K. Inouye International Airport, and aircraft may fly in the proximity of or directly over the Property, and such overflights and other airport-related activities may result in noise, dust, vibration, and other nuisances, disturbances or hazards (collectively, the "Airport Effects") to persons and property on or within the Property;

(c) Military Effects. The Property is located in the vicinity of military aircraft facilities, military activities may be conducted in the vicinity of the Property, and such military activities may result in noise, dust, vibration, and other nuisances, disturbances or hazards (the "Military Effects") to persons and property on or within the Property;

(d) Utility Effects. The Property is or may be located adjacent to or in the vicinity of electric, gas, water, sewer and other utilities and public roads and thoroughfares, including, without limitation, such things as sewer lines, electrical substations, high-powered electrical transmission lines, water pump stations, water tanks, reservoirs, freeways and exit ramps which may result in nuisances, such as odors, noise and dust, disturbances or hazards (collectively, the "Utility Effects") to persons and to property on or within the Property. The Utility Effects include, without limitation, odors that could possibly come from sewer lines or facilities. In recent years, concerns also have been raised about possible adverse health effects of electric and magnetic fields from power lines. Seller is not insuring or guaranteeing the health of Buyer or other occupants or users of the Property and disclaims liability for personal injury, illness or any other loss or damage caused by or arising from the Utility Effects including, without limitation, odors and the presence or malfunction of any electrical distribution systems that may be located adjacent to, near, or over any part of the Property;

(e) Development Effects. (i) The Property is or may be located adjacent to or in the vicinity of various construction activities, including, but not limited to, ongoing residential (including affordable residential), commercial, mixed-use commercial/residential, light industrial, health care and other construction, proposed construction of future subdivisions and roads, land development activities, shopping centers, churches, and other construction and development projects (collectively, the "Proposed Development"); (ii) construction of the Proposed Development will or may result in noise, dust, vibration and other nuisances, disturbances or hazards to Buyer and to persons and property on or within the Property or the Project, and may limit Buyer access to the Property; (iii) during and after development, traffic, lights, noise, dust, vibration and other nuisances, disturbances or hazards to persons and property on or within the Property or the Project may be generated from the Proposed Development; (iv) no representations or warranties are made by Seller, its employees or agents concerning plans, or the absence of plans, by Seller or others for future development of adjacent or nearby properties, and any plans for the future development of adjacent and nearby properties by Seller are subject to change in the sole and absolute discretion of the Seller or its successors and assigns; and (v) Seller makes no representations regarding the view from the Property or any view easements or rights, and the views from the Property are not guaranteed and may be altered, diminished, eliminated or blocked entirely by the future development of adjacent or surrounding properties (items (i) through (v) are hereinafter collectively called the "Development Effects");

(f) Mold Effects. Mold and other forms of fungi are common and occur naturally in Hawaii due to its climate. Any moisture, including but not limited to standing water, water intrusion in a unit, or condensation will promote mold or other fungal growth. Lack of maintenance, utilization of an air-conditioner and other conditions which could increase moisture or condensation in a unit, will therefore create conditions which are conducive to mold and fungi growth. It has been reported or alleged that molds and other fungi can cause mild to severe allergies, infections and other health problems and property damage (collectively, the "Mold Effects"). Seller is not insuring or guaranteeing the health of Buyer or other occupiers or users of the Property and disclaims liability for personal injury, illness, property damage, or any other loss or damage caused by or arising from the Mold Effects; and

(g) Waiver, Release and Indemnity. Buyer represents and warrants to Seller that Buyer, in Buyer's sole discretion, has determined that the benefits of owning and enjoying the Property outweigh the risks of the Agricultural Effects, the Airport Effects, the Military Effects, the Utility Effects, the Development Effects and the Mold Effects (collectively, the "Property Conditions"). Buyer hereby irrevocably agrees to suffer and permit all actions and consequences incidental to the Agricultural Effects, the Airport Effects, the Military Effects, the Utility Effects and the Mold Effects. Buyer hereby irrevocably agrees to suffer and permit all actions and consequences incidental to the Development Effects, for a period of ten (10) years after the date of recordation of the Condominium Unit Deed. Buyer hereby covenants and agrees to assume all risks of impairment of Buyer's use and enjoyment of the Property or the Project, loss of market value of the Property, and property damage or personal injury arising from the Property Conditions, and Buyer, for the Buyer and the Buyer's tenants, lessees, family, servants, guests, invitees, licensees, agents, employees, and those who use the Property through the Buyer for an extended period of time (collectively, the "Occupants"), hereby waives any claims or rights of action or suits against Seller, its successors and assigns,

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the City, the State of Hawaii, and any agency or subdivision of the foregoing, arising from such impairment of the Occupants' use and enjoyment of the Property or the Project, loss of market value of the Property, and property damage or personal injury arising from one or more of the Property Conditions. Buyer shall indemnify, hold harmless and defend Seller, its successors and assigns, the City, the State of Hawaii, and any agency or subdivision of the foregoing, from any and all liability, claims, losses, damages, or expenses, including attorneys' fees, arising from such impairment of the Occupants' use and enjoyment of the Property or the Project, loss of market value of the Property, or property damage or personal injury to the property or person of the Occupants as a result of one or more of the Property Conditions. Buyer further covenants that Buyer will notify all Occupants and transferees of the Property of the risks of the Property Conditions.

(h) Sales Information Center/Model Units. Buyer understands and acknowledges that any sales information center and model units within or outside the Project, may continue for many years into the future. Buyer understands and acknowledges that sales activities may include signs, extensive sales displays, public events, activities, and site visits. Buyer also acknowledges that model units and advertising collateral materials such as brochures, displays, and renderings are for the purpose of assisting the Buyer in visualizing the floor plan of the Unit Buyer is purchasing, may contain numerous upgrades and decorator items not included with the Unit being purchased by the Buyer, and may include materials and methods of construction that may differ from the materials and methods of construction used in the Unit or the building in which the Unit is located. In the event of any conflict between the model units and the plans and specifications for the Project, as they may be amended from time to time (the "Plans and Specifications"), the Plans and Specifications shall prevail.

4. Security. Buyer understands and agrees that neither Seller nor the Association shall be considered in any way an insurer or guarantor of security within the Project and Buyer agrees not to hold the Seller or the Association liable for any loss or damage Buyer or anyone else may suffer by reason of a failure to provide adequate security or from the ineffectiveness of any security measures undertaken at the Project. Buyer agrees to assume all risk of injury, loss or damage that may arise due to a failure to provide adequate security or from the ineffectiveness of any security measures undertaken at the Project. Buyer understands, acknowledges and agrees that neither Seller nor the Association has made any representations or warranties, either express or implied, about any security measures at the Project and Buyer has not relied upon any such representations or warranties.

I. General Terms.

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

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

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

4. Time Is of the Essence. Time is of the essence of this Agreement. This means that all of the promises and agreements contained in this Agreement must be performed on time.

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

6. This Is the Entire Agreement. This Agreement is the entire agreement between Seller and Buyer. Anything which Seller and Buyer have talked about in any negotiations, any promise, and any past understanding or agreement (whether it is in writing or not) is canceled if it is not in this Agreement. No changes to this Agreement will be valid unless approved by Seller and Buyer in writing.

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

8. Governing Law. Except as otherwise provided herein, this Agreement and the rights and liabilities of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of Hawaii.

9. Survivability of Covenants and Indemnities. All covenants, terms and conditions intended to survive the closing of the transaction contemplated hereby or intended hereunder to be performed in whole or in part after the conveyance of the Property to Buyer, and all representations, warranties, agreements and indemnities by one or more of the parties to any one or more of the parties, shall survive the conveyance of the Property, whether or not included in the Condominium Unit Deed delivered to Buyer at closing of the purchase of the Property, and be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, successors in trust and assigns.

Exhibit A – Limited Warranty Agreement
Exhibit B – Customer Care Agreement

END OF DOCUMENT

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Buyer's Initials