

MAUI LANI VILLAGE CENTER

LOT PURCHASE AGREEMENT

LOT NO.: _____

Reference date: _____

This Lot Purchase Agreement (this "Agreement") is made by and between **MAUI LANI VILLAGE CENTER, INC.**, a Hawaii corporation [or, for Lots 13, 14, 15, **MLVC 1315, LLC**, a Hawaii limited liability company] [or, for Lot 40-A, **ML GROUP 40 LLC**, a Hawaii limited liability company], the address of which is 1100 Alakea Street, Suite 2200, Honolulu, Hawaii 96813 ("Seller"), and "Buyer" named below, and shall be effective upon the date of its execution by Seller (the "Effective Date"), subject to the terms and conditions set forth in this Agreement (including addenda hereto).

ARTICLE I. INFORMATION ABOUT BUYER (includes all persons/entities in which title is to be vested)

A. BUYER:

Full Legal Name: _____

Type of entity (i.e., corporation, limited liability company, etc.) _____

State of incorporation, organization, etc: _____

Mailing Address: _____

Office Phone: _____ Mobile Phone: _____

E-mail: _____; Fax: _____

Contact Person: _____

B. Type of Business: Buyer acknowledges that, if the Lot is going to be used for a commercial purpose, then it can only be used for a type of business that is consistent with the use requirements of the Declaration, the Bylaws, the Association Rules and the Design Guidelines (as those terms are defined below (possibly in an Addendum)). Buyer acknowledges that before the Lot can be used for a commercial purpose Buyer will be required to inform Seller and either the Board (defined below) or the Project's managing agent (the "Managing Agent") of the type of business that will be operated on the Lot. If Buyer knows, at this time, what type of business will be operated on the Lot, then indicate that type of business on the following space. _____

Buyer also acknowledges and understands that the Declaration requires Buyer or an occupant of the Lot to notify Seller and either the Board or the Managing Agent in writing at least 30 days before a change takes place in the type of business that will be operated on the Lot. The written notice must also inform Seller and either the Board or the Managing Agent of the type of business that Buyer or the occupant intends to operate on the Lot.

ARTICLE II. DESCRIPTION OF PROPERTY COVERED BY THIS AGREEMENT:

Project: MAUI LANI VILLAGE CENTER (the "Subdivision" or the "Project")

Subdivision Lot No.: _____ (the "Lot" or the "Property")*

Approx. Lot Area: _____ sq. ft.*

Voting/Assessment Ratio: See the Declaration and the Terms and Conditions Addendum (described below)

Hawaii Subdivision Registration No.: S-1165

Federal Registration No. and Date: 32345, May 9, 2014

*The Lot is one of the lots shown on File Plan No. 2470, titled "Maui Lani VMX (C-R) Subdivision," filed in the Bureau of Conveyances of the State of Hawaii. [For Lot 40-A: The Lot is a consolidation of Lots 40, 41, 46 and 47 from File Plan No. 2470, titled "Maui Lani VMX (C-R) Subdivision," filed in the Bureau of Conveyances of the State of Hawaii.] The approximate area of the Lot includes the areas of any easements that may affect the Lot.

Any lot size or dimensions shown on promotional materials are only reasonable approximations of the size, configuration and location of the Lot covered by this Agreement. Seller makes no representation that the Lot as shown on promotional materials is an accurate depiction of the Lot.

ARTICLE III. TERMS OF SALE

A. PURCHASE PRICE, DEPOSITS AND METHOD AND SCHEDULE OF PAYMENTS:

The Total Purchase Price, exclusive of closing costs and other expenses to be paid by Buyer as provided in this Agreement, shall be paid as follows:

1. Payment A: \$ _____ (deposit with this Agreement or with the Reservation Agreement)
2. Payment B: \$ _____ (within two days after expiration of the Rescission Period referenced in Article III, Section F below)
3. Payment C (balance of Purchase Price, before the "Closing Date"): \$ _____ (in addition to Payments A and B)
4. TOTAL PURCHASE PRICE: \$ _____

Payments are to be made in the manner set forth in Article IV, Section B below. Buyer is aware that certain other closing costs and prorations, as provided in Article IV, Section D, will be payable in connection with the closing of the purchase, and that such sums ARE PAYABLE IN ADDITION TO AND NOT PART OF the Purchase Price.

B. METHOD OF PURCHASE.

- ALL CASH
 MORTGAGE LOAN and CASH
 1031 EXCHANGE
 OTHER (DESCRIBE): _____

C. ESCROW AGENT.

First American Title Company, Inc.
1177 Kapiolani Boulevard
Honolulu, Hawaii 96814
Tel. 808-536-3866

D. PURCHASE AGREEMENT: Seller agrees to sell and Buyer agrees to purchase the Lot for the Total Purchase Price payable as set forth in Section A above, on the terms and conditions set forth in Article IV of this Agreement and in the Addenda attached to and made a part of this Agreement. BUYER ACKNOWLEDGES HAVING READ ALL OF THIS AGREEMENT IN FULL (INCLUDING ALL OF ARTICLE IV BELOW and all of the Addenda attached to and made a part of this Agreement). Buyer agrees that if Buyer fails to execute and/or deliver to Seller any documents or other items required under this Agreement within the period provided in this Agreement, then Seller shall be authorized to notify Escrow Agent that Buyer is in default under this Agreement and that the default provisions of this Agreement shall apply.

THIS AGREEMENT SHALL NOT BE BINDING UPON SELLER UNTIL IT HAS BEEN EXECUTED BY SELLER.

It is understood that no receipt by a salesperson, employee, or agent of Seller of the deposit set forth above or of any other sums from Buyer shall constitute approval by or bind Seller, nor shall any such salesperson, employee, or agent be authorized or empowered to bind Seller to this Agreement.

E. CLOSING DATE. See Article IV, Section D.2 for information regarding "Closing" and the "Closing Date".

F. RECEIPT OF PUBLIC OFFERING STATEMENT; BUYER'S RESCISSION RIGHTS. Buyer acknowledges prior receipt of the Public Offering Statement for the Subdivision filed with the State of Hawaii Department of Commerce and Consumer Affairs in connection with the registration of the Subdivision under the Uniform Land Sales Practices Act, Chapter 484, Hawaii Revised Statutes (the "State Subdivision Law"). Buyer also acknowledges that the Public Offering Statement may be amended, updated and/or revised in accordance with the State Subdivision Law.

Buyer has the right to rescind this Agreement, at no penalty to Buyer, within thirty (30) calendar days after Buyer signs this Agreement (the "Rescission Period"). Buyer may rescind this Agreement and cancel this transaction by notifying Seller, at the address for Seller written above, of Buyer's desire to rescind this Agreement. If a written notice is delivered to Seller by U.S. mail, it must be postmarked no later than midnight on the thirtieth (30th) calendar day following the day Buyer signs this Agreement. If a written notice is delivered to Seller in some other manner, it must be received at Seller's address no later than midnight on the thirtieth (30th) calendar day following the day Buyer signs this Agreement. In the event of such rescission, all payments made by Buyer to Seller or the Escrow Agent in accordance with this Agreement will be immediately refunded to Buyer. Buyer shall not be responsible for any escrow cancellation fees or other penalties as a result of such rescission or as a result of any other rescission by Buyer pursuant to the State Subdivision Law or the Federal Subdivision Law (as defined below).

G. AGENCY DISCLOSURE. Buyer understands and acknowledges that Seller is represented by Commercial Properties of Maui, LLC ("Seller's Agent"). Neither Seller's Agent nor its salespersons represent Buyer or act as Buyer's agent or broker for this transaction (unless otherwise agreed in writing by Buyer, Seller and Seller's Agent).

H. ADDENDA (Check all that apply):

- 1. Terms and Conditions Addendum
- 2. Dispute Resolution Addendum
- 3. Restricted Use Covenant Addendum (applicable to Lots 1, 2, 3, 31 through 35 and 76)
- 4. Affordable Housing Addendum (if applicable, based on Buyer's use of the Lot)
- 5. County Landfill Addendum (applicable to Lots 11 through 16)
- 6. Leasehold Addendum (if applicable)
- 7. Financing Addendum (if applicable)
- 8. Professional Row Addendum (applicable to Lots 3 and 6)
- 9. Other (describe) _____

All Addenda that are attached to this Agreement are incorporated into and made a part of this Agreement. If the terms of an Addendum conflict with the terms of the body of this Agreement, then the terms of the Addendum shall control. Also, if an Addendum specifically modifies or amends another Addendum, then the modifying or amending Addendum shall control in the event of a conflict between the two.

I. SPECIAL CONDITIONS (PLEASE NUMBER): _____

The attention of Buyer is directed to the Public Offering Statement for disclosure of specific conditions affecting the Lot and the Subdivision.

J. DUE DILIGENCE PACKET. Buyer will be provided with a set of documents (the "Due Diligence Packet") that will provide additional information relating to the Lot and the Subdivision. If the Due Diligence Packet has not already been provided to Buyer, then it will be provided to Buyer within seven days after the Effective Date.

ARTICLE IV. TERMS AND CONDITIONS

A. PROPERTY AND INTEREST TO BE CONVEYED.

1. Subdivision Information. Seller has developed a mixed-use (commercial/residential) subdivision located in Wailuku, Maui, Hawaii, on land identified as Tax Map Key Nos. (2) 3-8-097:1 through 81, (2) 3-8-007:portions of 151, 152 and 155, consisting of approximately 79 lots, with associated common area lots, roadway lots and utility lots.

2. Title; Deed. At Closing, Seller shall cause to be provided to Buyer a limited warranty deed (the "Deed") duly executed by Seller (and also to be signed by Buyer) conveying the Lot to Buyer, together with all rights and easements appurtenant to the Lot (including the access easements referenced in Section A.3 below), subject, however, to: (a) the easements and other items designated or to be designated on the final subdivision map or file plan (or amendments thereto) for the Subdivision; (b) nondelinquent real property taxes and assessments; (c) reservation in favor of the State of Hawaii of all mineral and metallic mines; (d) the reserved rights and other items referenced in this Agreement (including those referenced in any applicable Addenda); (e) all of the provisions of the Maui Lani Village Center Declaration of Covenants, Conditions, Restrictions and Easements, dated October 1, 2009, recorded in the Bureau as Document No. 2009-154916, as it may be amended and/or supplemented from time to time (the "Declaration"); (f) other encumbrances, easements, liens, restrictions and other items referenced in the Public Offering Statement for the Subdivision and in the Property Report prepared pursuant to the Interstate Land Sales Full Disclosure Act, 15 U.S.C. § 1701 et seq. and regulations promulgated by the Bureau of Consumer Financial Protection at 12 C.F.R. § 1010.1 et seq. (collectively, the "Federal Subdivision Law") (excluding any existing mortgage, lien or other financial encumbrance not resulting from the action or inaction of Buyer); and (g) any other easements, covenants, conditions, reservations or restrictions of record at Closing. A specimen form of the Deed is available for Buyer's review. Among many other things, the Deed will require that any and all conveyances by Buyer of all or any portion of the Lot contain certain acknowledgments and the waivers of the Waived Entities set forth in the Terms and Conditions Addendum, and that such conveyances require that all subsequent conveyances contain the same acknowledgments and waivers.

3. Roadways. The Lot shall be granted a non-exclusive appurtenant easement for access purposes ("access easement") over, upon and across the roadway lot(s) required for legal non-public access to the Lot (the "Roadway Lots"); provided, however, that the access easement shall automatically terminate upon any dedication of the Roadway Lots to the County, the State of Hawaii, or any other governmental entity. Buyer, for itself and all other persons who may occupy or otherwise use the Lot, acknowledges, covenants and agrees that: (a) Seller and any of its agents, contractors, servants, invitees, licensees, employees, or other persons may continue to use the Roadway Lots for construction, sales and other activities within and in the vicinity of the Subdivision; (b) Buyer shall use the Roadway Lots with due care for public and private safety; (c) Buyer fully realizes and assumes all risk of using the Roadway Lots, including, but not limited to, dangers associated with construction equipment and workers on or near the Roadway Lots, dangers resulting from the condition of the Roadway Lots, and dangers of collision with other vehicles and pedestrians using the Roadway Lots; (d) Buyer shall indemnify and hold harmless Seller and its affiliates, officers, members, principals, directors, representatives, employees and agents, from and against any and all losses, damages, costs, expenses (including attorney's fees), liability, demands or causes of action resulting from nuisance, injury, harm or death to persons or property arising out of or in any way related to use of the access easement by or through Buyer; and (e) Buyer, in accordance with the Declaration and as a member of the Maui Lani Village Center Owners Association (the "Association"), will be responsible for the payment of assessments for, among other things, maintenance and repair of the Roadway Lots. Seller shall have the right, at any time at its sole discretion, to convey the Roadway Lots to the Maui Lani Community Association (the "Maui Lani Residential Association"), or to otherwise dedicate the Roadway Lots to an appropriate governmental entity.

4. AS/IS Sale. Buyer understands and acknowledges that Buyer is acquiring the Lot in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Lot and the land of the Subdivision, and is not relying and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land comprising the Lot.

5. No Present Transfer and Subordination to Construction Loan. This Agreement shall not be construed as a present transfer of any interest in the Lot. It is, rather, an agreement to transfer in the future. Buyer acknowledges that Seller has previously obtained construction loans from First Hawaiian Bank ("Lender") to pay for costs

to construct and install certain infrastructure serving the Subdivision (collectively, the "Loan"). To secure the Loan, Seller has granted to Lender security interests covering Seller's interest in the Subdivision, including the Lot covered by this Agreement. Buyer hereby confirms that all security interests obtained by Lender in connection with the Loan are and shall remain at all times, until the recordation of the Deed, a lien or charge on the Lot prior and superior to any and all liens or charges on the Subdivision or the Lot arising from this Agreement or any prior agreement between Seller and Buyer, and Buyer hereby intentionally waives, relinquishes and subordinates the priority or superiority of any lien or other legal or equitable interest in the Lot arising under this Agreement in favor of the lien or charge on the Subdivision or the Lot of the security interests of Lender until the recordation of the Deed. Upon or before recordation of the Deed, all security interests securing the Loan shall be released from the Lot.

Buyer further agrees to execute any further documentation or subordination agreement required by Lender to evidence this subordination and hereby irrevocably appoints Seller as Buyer's attorney-in-fact to execute any such instrument on behalf of Buyer, should Buyer fail or refuse to do so within 10 days after request is made or mailed. Said power of attorney is coupled with an interest, shall be irrevocable, and shall not be affected by the disability of Buyer. Buyer also consents to Seller's assignment by way of security of Seller's interests in this Agreement and in Buyer's escrow deposits to the Lender and agrees that in the event of passage of Seller's interests therein pursuant to said assignment, that Buyer will, at Lender's option, perform to, attorn to and recognize Lender (and its successors in interest, if any) as Seller hereunder, with all of the rights of Seller hereunder, all as if Lender were the original Seller hereunder.

6. Title Information. The information appearing in Article I of this Agreement will be used for preparing the Deed. Buyer affirms that the information is correct and complete and agrees to inform Seller immediately if any of the information is changed. If, as a result of incorrect information provided by Buyer or a change in the identity of Buyer, the Deed is prepared incorrectly and must be redrafted, then Buyer agrees to pay all costs involved in such redrafting.

7. Water Meter. Seller agrees to see that each lot in the Project (including the Lot), regardless of the size of the lot, will get one 5/8" water meter issued by the County. The cost of the water meter for the Lot (the "Water Meter Fee") will be paid entirely by Buyer at Closing. The amount of the Water Meter Fee to be paid by Buyer will be the County's published rate at Closing for a 5/8" water meter. If Buyer determines that the Lot needs an additional water meter and/or a water meter of a different size, then Buyer shall be solely responsible for obtaining and paying for such additional or different water meter. Seller makes no representations or assurances whatsoever that any such additional or different water meter will be available for the Lot.

B. PAYMENT AND FINANCING.

1. Purchase Price. Buyer shall pay the Total Purchase Price set forth in Article III, Section A above for the Lot. The Total Purchase Price shall be paid to the Escrow Agent in the amounts and at the times set forth for each payment in Article III, Section A above.

2. Escrow Agreement. Seller has entered into an Escrow Agreement with Escrow Agent covering the deposit, receipt, collection and disbursement of all funds to be paid by Buyer hereunder. The Escrow Agreement (as it may be amended from time to time), by this reference, is incorporated in and made a part of this Agreement. All payments to be made under this Agreement shall be paid by Buyer to the Escrow Agent pursuant to the Escrow Agreement. Buyer agrees that Buyer's funds paid to the Escrow Agent pursuant to this Agreement may be disbursed by the Escrow Agent as provided in the Escrow Agreement and hereby authorizes the Escrow Agent to disburse all such funds in accordance with the provisions of the Escrow Agreement. Buyer and Seller acknowledge and agree that, notwithstanding any provision contained in this Agreement or in the Escrow Agreement, Buyer need not purchase title insurance from the Escrow Agent or any related entities. Buyer is free to purchase title insurance from any title insurance company authorized to do business in Hawaii.

3. Financing of Purchase.

(a) **Buyer's Financial Status.** Buyer promises that Buyer is financially capable of making, when due, all of the required payments set forth in this Agreement. Buyer also promises that any financial information to be submitted in connection with this Agreement to Seller or any prospective lender shall be true and accurate.

(b) No Financing Contingency Beyond Rescission Period. **BUYER UNDERSTANDS AND AGREES THAT BUYER'S OBLIGATION TO PURCHASE THE LOT IS NOT CONTINGENT UPON BUYER QUALIFYING FOR OR OBTAINING A LOAN** and that, except for Buyer's rescission rights, if any, in accordance with the State Subdivision Law or the Federal Subdivision Law (as may be extended by this Agreement), Buyer shall have no right to cancel this Agreement, and this Agreement shall not be deemed canceled if Buyer does not qualify for a loan.

(c) Financing Addendum. Buyer understands and acknowledges that Seller may require that the terms and conditions of the Financing Addendum be made a part of this Agreement. If it is made a part of this Agreement, then Buyer agrees to be bound by the terms and provisions of the Financing Addendum.

C. WARRANTIES AND REPRESENTATIONS; INDEMNITY.

1. Disclaimer of Warranties. Buyer acknowledges that, as of expiration of the Rescission Period, it shall have made such independent inspections and investigations of and relating to the Lot and the Subdivision as Buyer deems necessary or appropriate concerning Buyer's purchase of the Lot and intended use of the Lot and the suitability of the Lot for Buyer's intended use. It is expressly understood and agreed by and between Seller and Buyer that SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LOT, THE SUBDIVISION OR OTHER THINGS THAT MAY BE INSTALLED OR THAT ARE CONTAINED IN OR RELATE TO THE LOT OR THE SUBDIVISION, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR USE. There are no express or implied warranties being given by Seller to Buyer, and Buyer, on behalf of itself and its successors and assigns (including successor owners of the Lot), specifically waives, to the full extent allowed by law, any implied warranties of habitability, merchantability or fitness for any particular purpose with respect to the Lot and Buyer's interest in the common areas.

2. Views Not Assured. Buyer hereby acknowledges that Seller has made no, and makes no, representation or warranty as to the presence or continued existence of any views or view planes from any portion of the Lot or the Subdivision, and further understands and acknowledges that: (a) the completion of the Subdivision and the future development of land adjacent to or in the vicinity of the Subdivision may have a detrimental effect on the views, if any, from the Lot and other parts of the Subdivision; (b) there are no view easements or rights appurtenant to the Lot or the Subdivision; and (c) views from the Lot and the Subdivision are not assured in any way.

3. No Rental Representations. Buyer hereby acknowledges and agrees that: (a) Seller and its agents are not offering (via themselves or via a third party designated or arranged for by Seller) a rental service of any kind to the owners of property in the Subdivision either individually or in any form of pooling arrangement; (b) no representations have been made by Seller or its agents as to the feasibility of renting the Property or otherwise generating income or deriving any other economic benefit from ownership of the Property.

4. No Oral Representations. Buyer acknowledges and agrees that Buyer has not relied and shall not rely on any comment, representation or description of the Lot, the Subdivision or otherwise that is not contained in this Agreement or documents specifically referenced in this Agreement. Any such comment, representation or description not contained in this Agreement or referenced documents does not constitute a representation or warranty by Seller, notwithstanding by whom made or upon whose behalf such comment, representation or description is purported to be made. No agent of Seller is authorized by Seller to make, give or provide any such comment, representation or description not contained in this Agreement or the referenced documents.

5. Indemnity. Buyer agrees to and shall indemnify, defend and hold harmless Seller from and against any and all loss, liability, cost, claim, demand, action, cause of action, suit, administrative proceedings and/or penalties resulting from or otherwise directly or indirectly relating to Buyer's ownership, use, occupancy, development or sale of, or any act or negligence by or on behalf of Buyer with respect to, the Lot and/or the Subdivision, including, without limitation, any hazardous conditions on or affecting the Lot, the presence, existence or discharge of any hazardous materials on, under or about the Lot, or any violation of or non-compliance with any laws, ordinances, rules, or regulations or guidelines relating to the Lot or any other activities or on relating to the Lot.

D. CLOSING AND POSSESSION.

1. Preclosing. Seller may, at its option, preclose the sale of the Lot by having all documents and other items necessary for Closing executed and deposited with the Escrow Agent prior to the time of Closing, and as early as

30 or more days prior to the Closing Date. To accomplish this, any time after the Effective Date of this Agreement, and within 10 days after written notice to preclose is mailed or otherwise delivered to Buyer by Seller, Buyer's mortgagee or the Escrow Agent, Buyer agrees to complete all actions, deposit all funds (other than the final payment of the Total Purchase Price), and execute all documents required for Closing, including, without limitation, the Deed, all promissory notes, mortgages and other loan documents necessary for Buyer's financing of the purchase of the Lot, the conveyance tax certificate, any additional escrow instructions and a closing statement based on Seller's estimate of the date the sale will close. This Agreement shall constitute Seller's and Buyer's written grant of authority to the Escrow Agent to date all documents as of the Closing Date for the transfer of title and adjust the estimated prorations in accordance with the provisions of this Agreement. Buyer or Buyer's duly authorized officer or representative agrees to go to Escrow Agent's office on a date and at a time to be arranged with Escrow Agent for the preclosing.

2. Closing.

(a) The term "Closing" means that point at which the Deed is recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau"). The date the Deed is recorded is the "Closing Date". Seller shall establish and notify Buyer of the scheduled "Closing Date" for payment of the balance of the Total Purchase Price and recordation of the Deed. Provided the 180-day obligation set forth in the next paragraph is satisfied, Seller reserves the right, upon written notice to Buyer, to extend the Closing Date for a reasonable period not to exceed 30 days. Buyer shall have NO right to extend the Closing Date, except upon the written agreement of Seller.

(b) Within 180 days of the date that Buyer signs this Agreement, Seller will deliver the Deed to Buyer, with the intent that Closing will occur within such 180-day period.

(c) All sums not paid prior to the Closing Date, including but not limited to any unpaid balance of (i) the Total Purchase Price, (ii) any additional sums to be paid as described in this Section D.2 and in Section D.3, and (iii) any late charges, rentals, or other fees to be paid under Articles III and IV, shall be due and paid into escrow at preclosing (defined in Section D.1 above) or, if there is no preclosing, then at least 10 days before the Closing Date; provided, however, that the portion of the Total Purchase Price that is to come from mortgage loan proceeds shall be due and paid into escrow at least two business days before the scheduled Closing Date. Buyer also agrees to take and complete any other action that may be necessary to enable Closing to occur as scheduled and agrees that failure to do so shall constitute a default under this Agreement. If funds are not paid when due or if Buyer otherwise directly or indirectly delays the Closing, then such nonpayment or delay shall constitute a default under this Agreement, and in addition to Seller's other remedies under this Agreement, Buyer shall be liable for and pay all common expenses, real property taxes and other prorated expenses Buyer would have incurred if Closing had occurred on the scheduled Closing Date, regardless of when Closing of the sale of the Lot actually occurs. If this Agreement is terminated by Seller as a result of such default by Buyer, then the default provisions set forth in Section E.1(a) below shall apply.

(d) Real property taxes, maintenance fees, General Assessments (defined in the Terms and Conditions Addendum) and all other prorations shall be assessed against Buyer as of the scheduled Closing Date. In the event Buyer does not close on the scheduled Closing Date because of a failure by Buyer to comply with any of the provisions of this Agreement, Buyer shall reimburse Seller for all such prorations accruing from the scheduled Closing Date until Closing. All risk of loss to the Lot shall be borne by Seller up to and until the Closing Date; thereafter, all such risk of loss shall be borne by Buyer. Buyer expressly acknowledges that on the Closing Date the Subdivision may not be fully completed and that there may be ongoing construction activity as provided herein and that such circumstances shall not in any way affect Buyer's obligations to make the required payments and consummate the sale contemplated by this Agreement. Buyer further acknowledges that any taking by eminent domain of an easement or other limited right affecting the Lot or a portion of the Roadway Lots or other features that do not substantially interfere with or diminish the practical enjoyment and use of the Lot shall not affect Buyer's obligations to make the required payments and consummate this sale.

3. Closing Costs. Buyer will pay all closing costs including, but not limited to: (a) an Association start-up fee equal to up to three months of maintenance fees or General Assessments; (b) three months of General Assessments to the Association; (c) the cost of preparation of the Deed; (d) the Escrow Agent's fee; (e) notary and recording fees; (f) conveyance taxes; (g) the Water Meter Fee; and (h) the cost of a preliminary title report and/or title insurance for Buyer and Buyer's lender. The costs mentioned in this Section D.3 are not intended to, and do not, deal with Buyer's costs

incurred in connection with Buyer's financing of this purchase, including, among other things, the cost of a credit report, loan fees, appraisal fees and mortgage preparation costs, which shall be Buyer's responsibility.

4. Possession/Occupancy. Buyer shall not be entitled to possession of the Lot until Buyer has (a) made all payments set forth above, (b) executed all documents relating to the purchase, (c) performed the remaining terms and conditions of this Agreement that are to be performed as of Closing, and (d) been notified by Seller that the Lot is available for occupancy by Buyer. Delivery of possession of the Lot to Buyer shall be deemed to have occurred when Seller notifies Buyer in writing that the Lot is available for Buyer's use and possession. Delivery of possession shall not occur prior to the Escrow Agent's recordation of the Deed. Violation of this provision shall be deemed a material breach of this Agreement and, in addition to any other remedy of Seller for Buyer's breach of this Agreement, Buyer understands that Seller shall have the right to remove Buyer from the premises by any lawful means.

E. TERMINATION; DEFAULT REMEDIES.

1. Default.

(a) Time is of the Essence. Time is of the essence of this Agreement.

(b) Buyer's Default; Seller's Termination of this Agreement. If Buyer shall default in any payment when required, or shall fail to perform or shall breach any other obligation required of Buyer hereunder, and if Seller shall notify Buyer in writing of such default or breach, then Buyer shall have 20 days after Buyer's receipt of such notice to correct (or cure) such default or breach. If the default or breach is not corrected (or cured) within such 20-day period, then this Agreement and Buyer's escrow account with Escrow Agent may, at Seller's option, be unilaterally terminated by Seller by written notice to Buyer. In the event of such default or breach and termination, Buyer and Seller understand and agree that in view of Seller's financial commitments with respect to the Project, the connection between sale, cancellation, and default with respect to other lots in the Project, and the nature of the real estate market in Hawaii, the injury to Seller will be difficult and expensive to estimate. Buyer understands that the damages suffered by Seller by virtue of a default or breach by Buyer later in time will likely be greater than a default or breach occurring at an earlier point in time. As a reasonable estimate of Seller's damages resulting from such default or breach, the parties agree that Seller's sole monetary remedy for Buyer's default or breach shall be determined as follows: Seller shall refund to Buyer any amount that remains after subtracting fifteen percent (15%) of the Total Purchase Price of the Lot (excluding any interest owed) from the amount already paid by Buyer with respect to the Total Purchase Price (excluding any interest paid under this Agreement) ("Liquidated Damages"). If, at the time of such termination of this Agreement, Buyer's deposits do not total more than 15% of the Total Purchase Price, then Seller shall retain all of Buyer's deposits as Liquidated Damages. Subject to applicable limitations under the Federal Subdivision Law, all costs, including reasonable attorneys' fees, incurred by Seller by reason of default or breach by Buyer shall be borne by Buyer.

(c) Late Charge. If Buyer shall default in making any payment when due and Seller elects not to terminate this Agreement as provided above, then, upon Closing, Buyer shall be required to pay the Seller, through Escrow Agent, a late charge of one percent per month (based on the amount of such payment), prorated on a daily basis, which shall accrue from the scheduled Closing Date until such payment, together with such late charge, is paid. At any time prior to the time that such payment and late charge is paid in full, Seller may, at its option and in lieu of collecting such late charge, declare Buyer to be in default of this Agreement as provided in the preceding Section E.1(b).

(d) Seller's Default/Buyer's Remedy.

(i) If Seller shall be in material default under the terms and conditions of this Agreement prior to Closing, then Buyer shall provide written notice to Seller of such default by Seller. After Seller receives Buyer's written notice, Seller shall have 20 days to either cure the default or commence curing the default. In the latter event, Seller shall have 30 days after commencement to cure the default. If Seller does not cure the default within the applicable time period, then, if Buyer is not in material default under this Agreement, Buyer shall be entitled, as Buyer's sole and exclusive remedy, to terminate this Agreement by written notice to Seller and Escrow Agent and to receive a refund of all deposits with accrued interest, plus liquidated damages in the amount of \$10,000.00. Upon such termination of this Agreement by Buyer, Seller shall be released from all further obligations under this Agreement, except as set forth in this subsection. Seller and Buyer understand and have agreed that in the event of default by Seller the injury or damages to Buyer will, in view of the nature of the real estate market in Hawaii and Buyer's finances and commitments, be difficult and/or expensive to determine. Therefore, the parties have mutually agreed that such liquidated damages amount is a

reasonable estimate of Buyer's fair compensation for any damages resulting from such default. Buyer also agrees that, in light of its right to the liquidated damages referenced above, Buyer will not (and shall not have the right to) record or file a lis pendens against the Lot or the Project. If there is a dispute between the parties with respect to whether Seller defaulted under this Agreement, then the dispute resolution procedures set forth in the Dispute Resolution Addendum shall be followed.

(ii) If Seller shall be in material default under the terms and conditions of this Agreement after Closing, then the dispute resolution procedures set forth in the Dispute Resolution Addendum shall be followed.

2. Death or Dissolution of Buyer. If Buyer dies prior to Closing or, in the case of a corporation, partnership or limited liability entity, dissolves prior to Closing, then Seller (not Buyer) shall have the right, but not the obligation, to terminate this Agreement and return Buyer's payments, without interest and less escrow cancellation fees and all costs incurred by Seller, Escrow Agent or any lending institution in processing this Agreement or the loan application. Upon such termination, both Seller and Buyer (including Buyer's estate and legal representatives) shall be released from all obligations and liability hereunder.

3. Seller's Remedies for Buyer's Delay. In addition to all other remedies Seller has under this Agreement, in the event Closing does not occur on the Closing Date established by the Seller pursuant to Section D.2 above by reason of Buyer's failure to comply with any provision of this Agreement and Seller elects not to terminate this Agreement as provided above, then, upon Closing, Buyer shall be responsible for and shall pay and/or reimburse Seller for all charges incurred by Seller, including that portion of the interest on Seller's mortgage loan(s) allocable, on a pro rata basis, to the Lot, accruing from and after the scheduled Closing Date, through and including the actual date of Closing. Because such damages cannot be calculated precisely, it is agreed that a reasonable estimate of the damages is \$300.00 per day, which amount will be paid by Buyer to Seller.

F. GENERAL TERMS.

1. Assignment. Buyer may not, without the prior written consent of Seller, assign this Agreement, sell the Lot or advertise the Lot for sale prior to Closing under this Agreement. Seller may determine to withhold its consent in its sole discretion. Any such advertisement, assignment, attempted assignment, sale or attempted sale by Buyer without the prior written consent of Seller shall be void and shall constitute a default under this Agreement, and Seller, at its option, may terminate this Agreement and retain all sums paid as liquidated damages as provided in Section E.1(b) above. Any assignor of Buyer's rights hereunder shall not be released from any liability and shall remain liable under this Agreement. Seller may assign its interests under this Agreement without the consent of Buyer.

2. Interest on Deposits. Buyer understands and agrees that, except as otherwise specifically set forth in this Agreement, if Buyer asks the Escrow Agent to set up a separate, interest-bearing account for Buyer's deposits and pays Escrow Agent the fee required for doing so, then, any interest earned on Buyer's deposits shall be credited toward the Purchase Price at Closing, and upon a refund of Buyer's deposits in accordance with this Agreement, Buyer shall be entitled to any interest earned on such deposits.

3. Notices. Except as otherwise required by applicable law, notices to either party may be given either by personal delivery or by mailing such notice, postage prepaid (via U.S. Postal Service or via reputable overnight courier service), to such party at the party's address set forth above (or such more recent address of which the mailing party may have actual notice). When mailing, a return receipt shall be requested. Subject to Article III, Section F relating to delivery of a notice of rescission by Buyer, notices shall be deemed to be given when received in the case of personal delivery or three days after posting in the case of delivery by mail, whether or not actually received. If more than one person is listed as Buyer, delivery or mailing to any one of them shall be effective delivery to all of them. Delivery or mailing may also be made to any officer of a corporate entity, or any general partner of a general or limited partnership, or any member or manager of a limited liability entity.

4. Severability. If any part of this Agreement shall be declared illegal, void or ineffective for any reason, the same shall be deemed null and void and the remaining provisions of this Agreement shall continue in full force and effect.

5. Governing Law. Except with respect to matters that are to be governed by federal law, the laws of the State of Hawaii shall govern all matters with respect to this Agreement, including all matters related to the formation, construction and performance of this Agreement.

6. Captions. The captions contained in this Agreement are for convenience only and do not amplify or limit in any way the content of any particular provision.

7. Definitions. The terms "Buyer" and "Seller" include the persons, firms, partnerships, corporations or limited liability entities named and their respective heirs, personal representatives, successors and permitted assigns. The singular includes the plural and vice versa and the use of a pronoun of one gender includes all others as common sense shall require. If this Agreement is signed by more than one person as Buyer, the obligations shall be joint and several.

8. Counterparts. This Agreement may be executed in one or more counterparts. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signature of all the parties. Each executed counterpart shall be deemed an original, but all of which together shall constitute one and the same Agreement.

9. Facsimile Signatures. Facsimile signatures on this Agreement and any addenda or other documents related to this Agreement shall be binding and effective for all purposes and treated in the same manner as physical signatures. Notwithstanding the foregoing, Seller and Buyer agree that they will promptly forward physically signed copies of this Agreement and such other documents to the Escrow Agent. However, this Agreement and any other documents containing facsimile signatures shall remain binding and effective even if the original documents are not received by the Escrow Agent. The parties understand that they are required to physically sign all conveyance documents and any financing documents for recordation purposes.

10. Entire Agreement; Survival. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, understandings and agreements, both written and oral, of the parties. Except as set forth in Article II above, no variations of or amendments to this Agreement shall be valid or enforceable unless in writing and signed by Buyer and Seller. Except to the extent fulfilled at or prior to Closing, all obligations of the parties contained in this Agreement (including specifically, but not limited to, the terms of those Sections declared to survive) shall survive and continue in effect after the execution and recordation of the Deed, and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

11. Back-Up Offers/Contracts. Seller shall have the right to take one or more backup offers, or execute and deliver one or more backup sales contracts, for the Lot. Seller shall have no obligation either to give Buyer notice of such backup offers or sales contracts or to account to Buyer on account thereof. Any such backup offers or sales contracts shall in no case alter or amend any of the terms of this Agreement except upon the express written agreement of Seller and Buyer.

12. Grant of Power of Attorney to Seller. By signing this Agreement and taking title to the Lot, Buyer irrevocably appoints Seller as Buyer's (and the Lot's mortgagee's) true and lawful attorney-in-fact to (a) exercise the rights and reservations set forth or referenced in the Deed and do all things deemed reasonably necessary or appropriate by Seller to effectuate the exercise of such rights and reservations, and (b) act on behalf of Buyer with respect to the execution of documents in connection with the Lot and/or the Subdivision deemed reasonably necessary or appropriate by Seller, in its reasonable business judgment, after providing a reasonable opportunity for Buyer to execute such documents and Buyer refusing or timely neglecting to do so, with the length of such reasonable opportunity and timeliness being determined by Seller. This special power of attorney is coupled with an interest, is irrevocable and shall not be affected by the disability of any such party. Notwithstanding such appointment, Buyer shall promptly upon Seller's request and for no additional consideration, join in and execute such documents and instruments to effectuate the exercise of such rights and reservations as may be requested by Seller. The Deed will act as a grant by Buyer of a special power of attorney to Seller to sign documents and do other things on behalf of Buyer.

13. Authority to Sign Agreement. The person(s) who sign(s) this Agreement on behalf of Buyer hereby acknowledge(s) and agree(s) and represent(s) to Seller that such person(s) has/have full power and authority to enter into this Agreement on behalf of Buyer, to bind Buyer to the terms of this Agreement, and, if applicable, the corporate authority to perform Buyer's obligations hereunder.

14. No Waiver. No waiver by Seller or Buyer of a breach of any of the terms, covenants or conditions of this Agreement by the other shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition contained herein. No waiver of any default by Seller or Buyer hereunder shall be

implied through any omission by the other to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver. The consent or approval by either Seller or Buyer to or of any act by the other requiring consent or approval shall not be deemed to waive or render unnecessary the consenting party's consent or approval to or of any subsequent similar acts by the other party.

15. 1031 Exchange. If requested by Buyer, Seller agrees to cooperate as reasonably required to accommodate Buyer in structuring conveyance of the Lot pursuant to this Agreement as a part of an exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; provided, however, that all of the following conditions are satisfied: (a) Buyer shall engage an exchange facilitator (the "Facilitator") to effectuate the exchange, and Seller's sole obligation with respect to the exchange shall be to convey title to the Lot to the Facilitator, subject to and in accordance with this Agreement, and to execute appropriate escrow instructions; (b) Seller shall have no obligation to execute any other agreements or instruments in connection with the exchange, or to take title to any property as part of the exchange; (c) Buyer shall be solely responsible for all costs and expenses related to the exchange and the Facilitator, and the exchange shall not require Seller to incur or expend any additional costs or expenses; (d) there will be no delay in Closing pursuant to this Agreement as a result of the exchange or actions by Buyer or the Facilitator; (e) Buyer agrees to and shall indemnify, defend and hold harmless Seller from and against any and all loss, liability, cost, claim, demand, damage, action, cause of action, suit, penalties and expenses (including without limitation reasonable attorneys' fees) resulting from or otherwise directly or indirectly relating to Seller's or the Facilitator's participation in the exchange; and (f) the exchange, and Seller's cooperation and participation in the exchange, shall not be construed or interpreted as a release of Buyer from any of its obligations under this Agreement, including the observance and performance of all terms, conditions and obligations contained in this Agreement, or from any liability for the failure to so observe and perform, all such terms and conditions applying to Buyer the same as if the Lot shall be, and is, conveyed directly to Buyer in accordance with this Agreement. In no event shall Seller be responsible for any tax consequences to Buyer or any other party in connection with the exchange.

16. Addenda. The terms, conditions and provisions of all Addenda that are attached to this Agreement are incorporated into and made a part of this Agreement. Although the signature page for this Agreement follows, Seller and Buyer shall sign each applicable Addendum to acknowledge its applicability to this Agreement. If the Affordable Housing Addendum is not checked in Article III, Section H above and if the Affordable Housing Addendum is not made a part of this Agreement, then Buyer agrees that neither Buyer nor any subsequent owner of the Lot shall ever build a dwelling unit on the Lot. If the Affordable Housing Addendum is made a part of this Agreement, then Buyer agrees to be bound by the terms and provisions of the Affordable Housing Addendum.

[The Signature Page for this Agreement Follows on the Next Page]

REFERENCE DATE: _____
LOT NO.: _____

THIS AGREEMENT IS A BINDING CONTRACT DEFINED BY REGULATIONS UNDER THE INTERSTATE LAND SALES FULL DISCLOSURE ACT, 15 U.S.C. 1701, ET SEQ., 12 CODE OF FEDERAL REGULATIONS SECTION 1010.1 ET SEQ., FOR THE PURCHASE OF THE LOT DESCRIBED, AT THE PRICE AND UPON THE TERMS AND CONDITIONS HEREIN SET FORTH. **BUYER ACKNOWLEDGES THAT BUYER OR BUYER'S AGENT HAS MADE AN ON-SITE INSPECTION OF THE LOT DESCRIBED IN THIS AGREEMENT.**

This Agreement shall not be binding upon Seller unless and until it has been signed by both Buyer and Seller (not Seller's Agent). The Effective Date of this Agreement is the date of signing by Seller.

No receipt by a salesman, employee or agent of Seller of the deposit set forth in this Agreement or of any other sums from Buyer shall constitute approval by or bind Seller, nor shall any such salesman, employee or agent be authorized or empowered to bind Seller to this Agreement. Seller will be bound by this Agreement only when it signs and accepts this Agreement.

By signing this Agreement, each Buyer agrees to all of the terms of Articles I, II, III and IV above, and the Addenda to this Agreement.

YOU HAVE THE OPTION TO CANCEL THIS AGREEMENT BY NOTICE TO SELLER UNTIL MIDNIGHT OF THE THIRTIETH DAY FOLLOWING THE SIGNING OF THIS AGREEMENT.

IF YOU DID NOT RECEIVE A PROPERTY REPORT PREPARED PURSUANT TO THE RULES AND REGULATIONS OF THE BUREAU OF CONSUMER FINANCIAL PROTECTION IN ADVANCE OF YOUR SIGNING THIS AGREEMENT, THIS AGREEMENT MAY BE CANCELED AT YOUR OPTION FOR TWO YEARS FROM THE DATE OF SIGNING.

A. _____
Buyer Date _____
B. _____
Buyer Date _____
C. _____
Buyer Date _____

Accepted:

MAUI LANI VILLAGE CENTER, INC.
[or MLVC 1315, LLC]
[or ML GROUP 40 LLC]
By: _____
Name:
Title:

Seller

Date of signing and acceptance by Seller
_____, _____ (the "Effective Date")

Receipt of Buyer's deposit of \$ _____
(being Payment A) is hereby acknowledged:

Print Name of Buyer's Agent/Cooperating Broker (if any)

Print Name of Seller's Sales Representative (Seller's Agent)

Signature of Buyer's Agent/Cooperating Broker (if any)

Signature of Seller's Sales Representative (Seller's Agent)

Name of Buyer's Agent's Company

Date: _____

Date: _____

TERMS AND CONDITIONS ADDENDUM

This Terms and Conditions Addendum is and shall be considered part of that certain Lot Purchase Agreement, dated as set forth above, by and between [Maui Lani Village Center, Inc.] [MLVC 1315, LLC] [ML Group 40 LLC] ("Seller") and the Buyer identified in Article I above, relating to the sale and purchase of the above-referenced Lot at Maui Lani Village Center (the "Subdivision" or the "Project"). Except as separately defined herein, all capitalized terms used in this Addendum shall have the same meanings ascribed in the main body of the Agreement. If the terms of this Addendum conflict with the terms of the main body of the Agreement, then the terms of this Addendum shall control over the terms of the main body of the Agreement.

By this Addendum, Seller and Buyer acknowledge and agree to the following:

A. DISCLOSURES REGARDING SUBDIVISION AND SURROUNDING PROPERTIES.

1. Nuisances Related to Commercial Uses, Conditions and Activities. Buyer acknowledges and understands (a) that the Project is part of and within a mixed-use (commercial and residential) development, and is not exclusively a residential community or exclusively a commercial community, and (b) that the presence of the mixed uses in the Project may impact Buyer's use and enjoyment of the Lot. If Buyer intends to use the Lot for residential purposes, then Buyer must be aware that adjacent or nearby lots may be used for commercial purposes. By taking title to the Lot, Buyer acknowledges and agrees that Buyer has reviewed the provisions of the Declaration and the VMX Ordinance (defined below) relating to permitted uses within the Project, including the various commercial uses permitted in the Project. Buyer accepts these uses and circumstances and any nuisance, inconvenience, irritation, or annoyance that Buyer may experience as a result of such activities and conditions, and Buyer agrees to permit all actions and consequences incidental to such commercial use, conditions, and activities. Buyer, on behalf of itself and all other persons who may use the Lot via Buyer, further agrees to assume all risk of any property damage, personal injury, or loss in property value arising from such commercial use, conditions, and activities and to hold harmless Seller and the Waived Entities from and against any and all liability, claims, losses, damages, or expenses, including attorneys' fees, occasioned by such property damage or personal injury.

2. Landfill. Located adjacent to and directly south of the Project is land that was once used as the County's Waikapu Landfill (the "Landfill"). The Landfill has been closed since 1991. The County submitted a closure plan for the Landfill to the State of Hawaii Department of Health in December 1989. With respect to the Landfill's closure, the County satisfied applicable solid waste requirements that were in place as specified in Chapter 11-58, Hawaii Administrative Rules. By taking title to the Lot, Buyer agrees that Buyer shall: (a) immediately report to the State Land Use Commission, the State Department of Health and the County any instances where the integrity of the boundary between the Project and the Landfill has been compromised; and (b) have agreed that (i) property adjacent to the Project is a closed landfill, and (ii) any construction or activity within the Project that would compromise the integrity of the Landfill's cap or permit air or water to access the Landfill is prohibited. [If the Lot is identified as one of Lots 11 through 16, then Buyer agrees to be bound by the terms and provisions of the County Landfill Addendum, which shall be made a part of this Agreement.]

3. Surrounding Uses. Buyer understands and acknowledges that the Lot and the Subdivision may be affected by: (a) various hazards and nuisances; (b) traffic congestion, noise, dust, smoke, earthshock, soot, heat, ash, odor, mold or mold spores, noxious vapors, the presence and/or transmission of pollutants or other hazardous materials, surface/storm water runoff, and visual nuisances; and (c) other adverse environmental and agricultural conditions and nuisances (including, but not limited to, those attributable to winddrift and other weather factors) (collectively, "Surrounding Use Effects"). The Surrounding Use Effects may be created by or attributable to surrounding historical, existing, and prospective agricultural (e.g., sugarcane and other agricultural products), industrial, construction, development, pasture, golf course, recreational, commercial and other residential and non-residential uses and activities within the Subdivision and on lands in the vicinity of the Subdivision.

Buyer specifically accepts and approves all of those uses, activities and conditions, which include, but are not limited to: (i) real estate development and other changes in use (due to zoning changes or other governmental authorization or otherwise), construction, grading, improvement, sales and maintenance of adjacent and surrounding properties, including residential and non-residential property and roadways; (ii) irrigation of any and all surrounding lands and common areas of the Subdivision with reclaimed water, treated effluent, or other sources of non-potable water; cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; (iii) diversified agriculture operations and activities; (iv) sand quarrying; (v) electrical transmission lines and facilities within or in the vicinity of the

Subdivision; (vi) public elementary school operations; (vii) public regional park operations, construction and maintenance, pest management, weed and fungus control, use and events; (viii) the past use of the Landfill; and (ix) drainage from the Lot and other properties, and the effects thereof on the Lot.

4. Acceptance/Waiver of Claims. Buyer hereby covenants and agrees that Buyer and its successors and assigns accept any and all inconveniences, annoyances or nuisances resulting from the items, matters, uses, activities and developments referenced in Sections A.1, A.2 and A.3 above (collectively, the "Surrounding Operations") and assume any and all risks associated with such Surrounding Operations and the annoyances, inconveniences, effects and nuisances created thereby. Buyer, on behalf of Buyer and Buyer's successors and assigns, expressly waives any and all rights to any and all claims against the Association, the Maui Lani Residential Association (defined below), Seller, its affiliated parties, and their respective parents, partners, contractors, members, stockholders, agents, subsidiaries, principals and affiliates, and any officer, principal, director, member, representative, employee and/or agent thereof (collectively, including Seller, the "Waived Entities"), arising out of or in connection with such activities, annoyances, inconveniences and nuisances, including, but not limited to (a) any right to seek damages attributable thereto or for the design or the placement of the Subdivision, any portion thereof, the Lot or related or adjacent facilities, or (b) the abatement or elimination thereof. Buyer hereby further covenants and agrees for itself and any person or entity claiming by or through it and their respective successors and assigns, that neither Seller nor any of the Waived Entities shall be responsible or liable to Buyer, or any person or entity claiming by or through it and their respective successors and assigns, for the consequences of the effects from the Surrounding Operations or the Surrounding Use Effects. Further, Buyer agrees to hold harmless and defend Seller and each of the Waived Entities from and against all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) brought, instituted or claimed by anyone acting by, through or on behalf of Buyer that may arise out of or may directly or indirectly be attributable to any or all of the foregoing. Without limiting the foregoing, Buyer further understands and acknowledges that the Hawaii Right to Farm Act (HRS Chapter 165) protects agricultural operations and resulting consequences and may limit the circumstances under which farming operations may be deemed to be a nuisance.

5. Soils Issues. A soils report covering the Lot and other land in the Subdivision will be included as part of the Due Diligence Packet that has been provided to Buyer or that will be provided to Buyer within seven days after the Effective Date. Buyer understands, acknowledges and agrees that the Lot is subject to the items, provisions, disclosures and disclaimers set forth in the soils report.

6. Preliminary Plans/Future Development. Buyer acknowledges that any plans or maps that Buyer may have seen illustrating the general configuration of the Subdivision and lands adjacent to the Subdivision, the location of the Lot within the Subdivision or the location or dimensions of any facilities serving the Subdivision, may be preliminary in nature and are not binding on Seller. Buyer further acknowledges that utility structures and facilities, such as fire hydrants, electrical transformers, utility boxes, drainage facilities, manholes, signage and fences or walls around them, may not be shown on the preliminary plans and, if such items are shown on those plans, their location and the timing of their installation is subject to change without notice to Buyer, even if they are located on the Lot. Further, other lots within the Subdivision may be offered for sale with additional or different pricing/financing programs, without notice to Buyer.

7. Affordable Housing. Buyer understands, acknowledges and agrees that development of any residential dwelling(s) on the Lot must comply with the Affordable Housing Requirements set forth in the Declaration. Buyer shall not be permitted to construct (or have constructed) any residential dwellings on the Lot unless the Affordable Housing Addendum is made a part of this Agreement.

B. PROJECT DOCUMENTS; RESERVED RIGHTS AND POWERS.

1. Mixed-Use Development. Buyer acknowledges that the Project is part of and within a mixed-use (commercial and residential) portion of a planned community development known as "Maui Lani". Maui Lani is subject to a general land use designation and general plan of development, which includes component commercial, residential, recreational, community and related developments and uses. The mixed-use portion of Maui Lani, of which the Project is part, is called the "Maui Lani VMX Development" and, as set forth in the Declaration, it includes commercial and, possibly, residential components. Buyer hereby consents to all such developments and uses. Seller, however, makes no guarantees that the use or density or the type of development within the Maui Lani VMX Development or within Maui Lani

or within the other lands adjacent to or in the vicinity of the Project will be in accordance with the general plan or other plans or depictions for the Maui Lani VMX Development or Maui Lani in general.

2. Declaration. Buyer acknowledges and agrees that the Lot and the other portions of Maui Lani Village Center shall be subject to the restrictions, covenants, conditions, easements and other matters contained in the Declaration. The Declaration contains many important provisions and restrictions relating to the Subdivision and Buyer's ownership and use of the Lot. By acquiring ownership of the Lot, Buyer, on behalf of Buyer and Buyer's lessees, tenants, guests, invitees, licensees, employees, and any other person who may occupy or otherwise use the Lot (collectively, in this section, "Buyer"), acknowledges and agrees that Buyer: (a) understands and accepts the disclosures, restrictions, covenants, conditions, easements, reservations of rights and any other matters contained in the Declaration; (b) will observe and perform all of the terms, covenants, conditions and provisions required to be observed and performed by an "Owner" and an "Occupant" under the Declaration; and (c) accepts and will abide by all of the applicable terms, covenants, conditions and provisions set forth in the Declaration, and all bylaws, design and use requirements, rules and regulations and other items or matters adopted or promulgated pursuant to, or contained in, the Declaration, including those of the Association, whose members will include, among others, the owners of all lots in the Subdivision, including the owner of the Lot. Without limiting the foregoing or the Declaration, Buyer acknowledges that the Declaration provides for the assessment of maintenance and other fees (including "General Assessments" and other assessments) from and upon the members of the Association, including the owners of lots in the Subdivision, and for lien rights upon each lot in the Subdivision, including the Lot, for non-payment of such assessments. The Declaration (or the most recent draft thereof if it has not been recorded) is more particularly described in the Public Offering Statement, and is included in the Due Diligence Packet. Buyer acknowledges that the Declaration may be revised by Seller before it is recorded and amended by Seller after it is recorded.

3. Association.

(a) Rules. The Lot will be subject to the rules and regulations adopted pursuant to the Declaration and on behalf of the Association (the "Association Rules"). A copy of the Association Rules will be included in the Due Diligence Packet. Buyer is encouraged to carefully read and review the Association Rules, as they will affect Buyer's interest in the Lot and Buyer's use of the common areas of the Subdivision. It is important for Buyer to note that the Association Rules may be revised both before and after Buyer takes title to the Lot.

(b) Membership. As an owner of a lot in the Project, Buyer will be required to be a member of the Association. As a member of the Association, Buyer will have certain duties, liabilities, obligations, rights (including voting rights) and privileges as more particularly described and set forth in the Declaration and other documents described therein; provided that owners of leasehold interests in a lot may not have the same membership rights and privileges as the owners of fee simple interests in a lot. Such duties, liabilities and obligations will include, but not be limited to, the obligation to pay monetary assessments (including General Assessments) for the repair, maintenance and restoration of facilities and improvements on or within the common areas of the Project. Buyer shall begin paying Buyer's proportionate share of General Assessments on the first day of the month following recordation of the Deed. Buyer acknowledges that the Declaration provides for lien rights upon each lot in the Subdivision, including the Lot, for non-payment of assessments. Buyer also acknowledges that Seller (as Declarant under the Declaration) will control the Association until expiration of the "Declarant Control Period" (as that term is defined in the Declaration).

(c) Voting/Assessment Ratios. The General Assessments for the Lot will be based on the Lot's Voting/Assessment Ratio. Similarly, the votes allocated to the Lot will be based on the Lot's Voting/Assessment Ratio. The Voting/Assessment Ratio is the ratio or percentage assigned to the Lot in the Declaration and is generally based on the size of the Lot. The higher the Voting/Assessment Ratio, the higher the Lot's General Assessments will be and the more voting power the Lot will have. The Voting/Assessment Ratio of the Lot may be revised (likely increased) if a portion of the property that is subject to the Declaration is withdrawn from the effect of the Declaration. Buyer is advised to see the Declaration for the Voting/Assessment Ratio assigned to the Lot.

4. Design Guidelines. Buyer acknowledges that the Lot is subject to the site planning, architectural, landscaping, lighting and signage standards and use restrictions contained within and otherwise promulgated and administered pursuant to the Declaration and the Maui Lani Village Mixed Use Design Guidelines (collectively, the "Design Guidelines"). The Design Guidelines provide, among other things, that: (a) all buildings on the Lot shall be subject to and in compliance with the design and material guidelines and application and review procedures set forth in the Design Guidelines, which include approval by the "Design Review Committee" formed and acting pursuant to the

Design Guidelines; (b) the Lot's site planning, landscaping, lighting, and signage must meet certain requirements; and (c) the restrictions and limitations of the Land Use Matrix attached to the Design Guidelines must be adhered to. The Design Guidelines are included in the Due Diligence Packet and are also described in the Public Offering Statement.

5. Project Documentation. Buyer acknowledges that, as of expiration of the Rescission Period, Buyer shall have had full opportunity to read and review, and approves and accepts, the following items pertaining to the Project and the Lot: (a) the Declaration; (b) the Bylaws of the Association (the "Bylaws"); (c) the Design Guidelines; (d) the Declaration of Restrictive Covenants (No Car Wash or Retail Sale of Fuel), dated June 24, 2010, recorded in the Bureau as Document No. 2010-089560 (the "Restricted Use Covenant") (if applicable); (e) the final subdivision map; (f) a specimen form of the Deed; (g) the Escrow Agreement; (h) the Public Offering Statement for the Project; (i) the plot plan for the Lot (described below); and (j) the Association Rules. Copies of the most recent versions of these items (as well as other items) are included in the Due Diligence Packet. It is understood and agreed that this transaction is in all respects subject to these items, and to the right for these items to be finalized, revised, amended and/or otherwise changed by Seller. Further, any such items which, as of the Effective Date of this Agreement, have not been executed or are otherwise in draft, preliminary, tentative or pre-recorded form, may be changed by Seller prior to execution or recordation thereof, as deemed necessary or appropriate by Seller in connection with development of the Project. Such items may also be changed by Seller after their execution or recordation, pursuant to their respective terms. Buyer hereby specifically accepts and approves all changes to said items and documents and, by signing this Agreement, Buyer consents and agrees to execute at Seller's request all documents and to do all things necessary or convenient to effect such rights and changes. Except as otherwise provided in the respective documents or items or in this Agreement, if any such change shall substantially and materially impair or interfere with Buyer's use of the Lot, then Buyer will be afforded an opportunity by Seller to cancel this Agreement. If Buyer cancels this Agreement as result of such change and pursuant to such opportunity, then Buyer shall receive a refund of all sums paid hereunder. If Buyer does not cancel this Agreement as a result of such change and pursuant to such opportunity, then Buyer will be deemed to have waived Buyer's opportunity to cancel this Agreement as a result of such change.

6. Effect of Rights Reserved in this Agreement. Buyer acknowledges and agrees that all rights, covenants, conditions and restrictions that arise pursuant to this Agreement shall, to the extent not currently set forth in the Declaration or otherwise, burden and run with the land, including specifically the Lot, and will be contained in the Deed conveying the Lot to Buyer. The incorporation of these rights, covenants, conditions and restrictions into the Deed is hereby approved by Buyer, and may be undertaken by Seller without further consent or joinder of Buyer, or Buyer's mortgagee.

C. USE RESTRICTIONS; PLOT PLANS.

1. Use Restrictions. The Project is a mixed-use (commercial and residential) development and the Lot shall at all times be occupied and used only for those specific commercial and/or residential purposes that are authorized under the Declaration, are not prohibited by the Restricted Use Covenant (if applicable) and are consistent with applicable laws. There are limitations on what lots and buildings in the Project can be used for and the Lot is subject to certain prohibited uses and other use restrictions set forth in the Declaration, the Restricted Use Covenant (if applicable) and the VMX Ordinance. The Declaration, the Restricted Use Covenant (if applicable), the Association Rules, the VMX Ordinance and other applicable County laws and regulations must all be consulted to determine what types of uses are allowed at the Project and whether those uses are consistent with how Buyer would like to use the Lot.

2. VMX Ordinance; Parking Ordinance. Buyer acknowledges that the Project and, thus, the Lot are subject to (a) Section 19.78.051 of Ordinance No. 3364, Bill No. 11 (2006) of the Maui County Code (as it may be amended from time to time) (the "VMX Ordinance"), and (b) Ordinance No. 3525, Bill No. 7 (2008) of the Maui County Code (as it may be amended from time to time) (the "Parking Ordinance"). A copy of the VMX Ordinance and a copy of the Parking Ordinance will be included as part of the Due Diligence Packet that has been provided to Buyer or that will be provided to Buyer within seven days after the Effective Date. Buyer understands, acknowledges and agrees that the Lot is subject to the items, provisions, disclosures and disclaimers set forth in the VMX Ordinance and in the Parking Ordinance. Buyer also understands, acknowledges and agrees that the Declaration contains various restrictions and requirements relating to parking within the Project.

3. Plot Plan. Buyer shall be provided with a "plot plan" prepared by Seller for the Lot, which will show various information specific to the Lot, such as, but not limited to, the approximate location of utilities and their connection

points, easements affecting the Lot, and building setbacks. Without limiting any provision of the Declaration or the Maui Lani Village Mixed Use Design Guidelines, the Lot shall be subject to all items shown or referred to on the plot plan, in accordance with the Declaration.

4. Electrical Easements. Electrical easements may affect certain lots within the Subdivision, including the Lot. The easements will be dedicated to Maui Electric Company ("MECO") for use as a transformer vault site or for other purposes deemed necessary by MECO. MECO intends to place a transformer vault or other such related items within certain of these easement areas. If applicable, the vault will sit upon a concrete pad. MECO will have the right to enter the affected lot in order to service the transformer vault. Buyer may landscape within the easement area located within the Lot as long as Buyer does not interfere with MECO's use of the easement area. MECO will have the right to trim and keep trimmed any plants within the easement area that may be in the way. Construction of structures in the easement area will require MECO's approval. Additionally, should MECO determine that it must remove any plants or foliage within the easement area, MECO is NOT obligated to replace such plants or foliage. MECO is only obligated to restore the surface of the ground within the easement area as much as MECO determines is reasonably possible.

5. Easements. Seller, as developer of the Subdivision, reserves the right for itself and its successors and assigns, at any time (even after Closing the sale of the Lot to Buyer) and without payment of any consideration or compensation to Buyer, (a) to designate, delete, relocate, grant, convey, transfer, cancel, assign, reserve or otherwise deal with any easements and rights of way over, across, on, under and through the Subdivision and the Lot for the construction, reconstruction, installation, relocation, operation, maintenance, repair and/or removal of: appliances, equipment, wires, cables, conduits, pipes, pipelines and facilities for electric power transmission and distribution systems, water transmission and distribution systems, sanitary and storm sewer and drainage systems, other utility transmission and distribution systems, transmission and distribution of television, telecommunication and other electronic or optical communications, security systems, landscaping, maintenance and similar purposes (including, without limitation, a right of entry on the Lot for the aforesaid purposes) whether or not at the time of the exercise of the reserved rights Seller or the Association is the owner of the land affected or benefited, and (b) to grant or assign all or any portion of such easements (with or without Seller retaining its reserved rights therein) for such purposes to any governmental or quasi-governmental agencies or authorities, public or private utility or service companies, the Association, the Maui Lani Community Association (the "Maui Lani Residential Association") or other persons or entities on terms customary and appropriate for such grants of easement.

Buyer hereby consents to the exercise of the rights reserved in this Section without the necessity of Buyer, Buyer's lender or any other person claiming through Buyer, entering into any further agreement approving or confirming the exercise of reserved rights; provided, however, that Buyer, Buyer's lender and other persons claiming through Buyer agree to join into and execute such documents and do such other things as may be necessary or convenient to effect the exercise of any of the foregoing reserved rights promptly upon request and without payment of additional consideration. Buyer further agrees to obtain from all appropriate persons, including Buyer's lender, a written subordination of any and all mortgages, security interests and other liens that encumber the Lot to the designations, relocations, grants and terminations of easements. These reserved rights shall be exercised in a manner that will not substantially and materially impair or interfere with Buyer's use of the Lot. The Subdivision, including the Lot, is subject to further easements and other reserved rights set forth in the Declaration.

6. Height Restrictions. Buyer understands, acknowledges and agrees that development on the Lot shall be subject to height restrictions and limitations set forth in the applicable Maui County ordinance(s), which may be dependent on the type of structure being built on the Lot.

7. Archaeological Features. Buyer, in purchasing or otherwise taking title to the Lot, does so with the express understanding and acknowledgment that the Subdivision may contain various archaeological features. Buyer, in purchasing or otherwise taking title to the Lot thereby: (a) accepts any nuisance, inconvenience, irritation, annoyance, emotional or psychological discomfort, or diminution in value of the Lot or the Subdivision that may be experienced as a result of existence of the archaeological features; (b) expressly waives any and all rights, claims, or actions that Buyer might otherwise have against the Waived Entities, the Association, and/or the Board of Directors of the Association (the "Board"), arising out of or in connection with the archaeological features; (c) agrees to hold harmless the Waived Entities, the Association, and the Board, from and against any and all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) that may arise out of or may directly or indirectly be attributable to archaeological features located within the Lot; and (d) agrees to

cooperate with the Waived Entities, the Association, and the Board, in the defense of any and all claims, demands, actions, lawsuits, proceedings, fines, penalties, damages, liabilities, judgments, awards, expenses and costs (including attorneys' fees and costs) that may arise out of or may directly or indirectly be attributable to archaeological features located within the Lot.

8. Reserved Rights. The real property comprising the Subdivision, including the Lot, is subject to various reservations and easements set forth in that certain Declaration of Covenants and Restrictions dated January 30, 1990, recorded in the Bureau as Document No. 90-014464, as amended (the "A&B Declaration"). Buyer, by purchasing or accepting the conveyance of the Lot, acknowledges and accepts the reservations and easements, as well as the required waivers, set forth in the A&B Declaration.

9. Agricultural Activities.

(a) Current Use. Buyer understands and acknowledges that the land of the Subdivision, including the Lot, is adjacent to, nearby or in the vicinity of lands that have been, are being, or which in the future may be, actively used for the growing, harvesting and processing of sugar cane and other agricultural products (collectively, the "Agricultural Activities"), which activities may from time to time bring upon the Subdivision, including the Lot, or result in smoke, dust, noise, heat, odors, agricultural chemicals, particulates and similar substances, nuisances and pollutants (collectively, the "Agricultural By-Products"). Buyer hereby accepts the foregoing conditions as well as any inconvenience or annoyance that Buyer may experience as a result of such conditions, and hereby assumes complete risk of and forever releases Seller, Alexander & Baldwin, Inc., and their respective subsidiaries, affiliated companies, successors and assigns, from all claims for damages and nuisances occurring on the Lot and arising out of any Agricultural Activities or Agricultural By-Products. Buyer also agrees to (i) the waivers of rights against, and indemnities with respect to, "Declarant" (as defined in the A&B Declaration) set forth in Section 3(a) of the A&B Declaration, and (ii) expressly waive any rights, claims or actions that Buyer might otherwise have against Seller, its subsidiaries and affiliates, and their successors and assigns, as a result of Agricultural Activities or Agricultural By-Products, including, without limitation, any right to make any claim for injury to persons or property attributable thereto, and any right to require that such conditions be corrected or eliminated.

(b) Past Use. Buyer understands and acknowledges that the land of the Subdivision, including the Lot, may have been used previously for agricultural and farming operations and, in connection therewith, fertilizer and pesticides, among other things, may have been applied and used on the land of the Subdivision, including the Lot, or adjacent lands.

D. WARRANTIES AND REPRESENTATIONS.

1. Security. Buyer acknowledges that neither Seller nor the Association shall in any way be considered an insurer or guarantor of security within or relating to the Subdivision, including any common areas or facilities in which Seller or the Association may have an interest or obligation, and neither Seller nor the Association shall be held liable for any loss or damage by reason of any failure to provide adequate security or any ineffectiveness of security measures undertaken. No representation or warranty is made that any security system or measure, if undertaken, cannot be compromised or circumvented, or that any such system or measure undertaken will in all cases prevent loss or provide the detection or prevention for which the system or measure is designed or intended. Buyer further specifically acknowledges and understands that neither Seller nor the Association is an insurer of the safety or well-being of owners or occupants or their property, and that each owner and occupant assumes all risks for loss or damage to persons and property on or relating to the Subdivision and surrounding areas, and to the contents of buildings, homes and other improvements located thereon, and further acknowledges that Seller has made no representations or warranties, nor has or will Buyer rely upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to the security or safety of the Subdivision and surrounding areas, or any security measures undertaken within, relating to, or in the vicinity of the Subdivision.

2. Drainage/Erosion Control. Buyer is responsible for all landscaping on the Lot and for any grading, fill and drainage improvements that may be required for such landscaping. Buyer is cautioned that soil and drainage conditions may vary from lot to lot. Buyer is also advised to obtain, at Buyer's expense, a comprehensive soils and drainage report and to retain, at Buyer's expense, a geotechnical engineer and structural engineer prior to making landscaping improvements to the Lot. All improvements to the Lot must be constructed to conform to County and

Association requirements (including the Design Guidelines) as they relate to the Lot's soil conditions, site conditions and drainage. Seller makes no representations or express or implied warranties with respect to the condition of the soil or site conditions of the Lot. Seller also does not make any representations or warranties regarding soil compaction or drainage for the Lot or the need for, or the extent of any required, grading, fill, and/or drainage improvements in connection with landscaping of the Lot. Buyer is cautioned that the longer the Lot is left without landscaping, the more likely it will suffer erosion as result of wind and rain. Additionally, heavy rain may cause severe erosion of the Lot and slope areas on the Lot after Buyer takes title to the Lot. Neither Seller nor the Association will be responsible for any post-Closing remedial work required to restore the Lot if it is affected by erosion.

3. Landscaping. Buyer will be required to install approved landscaping and/or grass on the unimproved portions of the Lot within 90 days after the improvements that Buyer will construct on the Lot are first occupied; provided, however, that if construction of vertical improvements to the Lot does not begin within 90 days after delivery of possession of the Lot to Buyer, then Buyer shall be required to install approved landscaping and/or grass on the unimproved portions of the Lot within 120 days after delivery of possession of the Lot to Buyer. (Once construction of improvements to the Lot begins, Buyer shall be required to diligently and regularly continue such construction until completed.) If Buyer fails to landscape or grass the unimproved areas within such timeframe, then Seller or the Association may perform clearing and landscape work at its option and at Buyer's expense. All landscaping on the Lot is to be irrigated and maintained by Buyer in a neat appearance with appropriate measures taken to control dust and to stabilize the lot pad and any slope. Further, all landscaping installed by Buyer must conform to the requirements set forth in the Design Guidelines.

E. SUBDIVISION CONSTRUCTION.

1. Materials and Labor. Seller has constructed the roads necessary for access to the Lot, the common area drainage systems, the common water and sewer facility main lines adjacent to the street boundary of the Lot, and primary power main lines and telephone lines adjacent to the street boundary of the Lot, substantially in accordance with the final subdivision map or other plans therefor approved by the County, subject to such changes or modifications as Seller deemed necessary or appropriate in connection with development of the Subdivision and, if required, approved by the County or other appropriate authority. Buyer shall be responsible for all grading, fill and drainage improvements that may be required for construction on the Lot. Buyer shall also be responsible for all lateral connections to the main lines for water, sewer and utility services to the Lot, driveway cuts for access to the roads, and for all other improvements to the Lot.

2. Ongoing Construction and Sales Activities. Buyer specifically understands, acknowledges and agrees that: (a) construction activity by Seller or other lot owners may continue at the Project and on adjacent property after Buyer has occupied the Lot and that this activity may result in noise, dust, traffic congestion, vibration, additional surface/storm water runoff and other nuisances, hazards or annoyances to Buyer for an extended period, and may temporarily limit Buyer's access to portions of the Project; (b) Seller's sales activities, including the use of signs and extensive sales displays and activities, may continue at or with respect to the Project until 90 days after the closing of the sale of the last unsold lot in the Project; and (c) Seller reserves the right for itself, its construction personnel, its sales representatives and prospective purchasers to utilize the Roadway Lots and other common areas for ingress and egress for all of the foregoing purposes and for access in connection with the development and sale of the Project and also in order to show the Project to prospective purchasers. Buyer hereby accepts the foregoing conditions set forth in this Section as well as any inconvenience or annoyance that Buyer may experience as a result of such conditions and hereby expressly waives any rights, claims or actions that Buyer might otherwise have against Seller and the other Waived Entities as a result of such circumstances, including without limitation, any right to make any claim for injury to persons or property attributable thereto. Buyer agrees to execute any further documentation required by Seller to evidence Buyer's covenants in this Section. The terms of this Section shall survive recordation of the Deed and occupancy of the Lot by Buyer.

3. No Trespass. Prior to delivery of possession of the Lot, Buyer shall not trespass upon the Subdivision or the Lot. Buyer hereby acknowledges that, unless accompanied by Seller or Seller's authorized agent, or otherwise agreed in writing by Seller, Buyer shall remain outside of any fenced or posted construction areas, and any other areas in which ongoing work is being performed pending completion. Buyer agrees to exert diligent efforts to prohibit entry into such area by Buyer's family, employees, tenants and invitees. Buyer also agrees to indemnify, defend and save harmless Seller, the Association, other lot owners and the contractors and agents of any of them from and against any and all loss or liability on account of any such entry. Violation of this provision shall constitute a default and, in addition to Seller's

other remedies, Buyer understands that Seller shall have the right to remove Buyer from the Subdivision by any lawful means.

3. No Trespass. Prior to delivery of possession of the Lot, Buyer shall not trespass upon the Subdivision or the Lot. Buyer hereby acknowledges that, unless accompanied by Seller or Seller's authorized agent, or otherwise agreed in writing by Seller, Buyer shall remain outside of any fenced or posted construction areas, and any other areas in which ongoing work is being performed pending completion. Buyer agrees to exert diligent efforts to prohibit entry into such area by Buyer's family, employees, tenants and invitees. Buyer also agrees to indemnify, defend and save harmless Seller, the Association, other lot owners and the contractors and agents of any of them from and against any and all loss or liability on account of any such entry. Violation of this provision shall constitute a default and, in addition to Seller's other remedies, Buyer understands that Seller shall have the right to remove Buyer from the Subdivision by any lawful means.

4. Use of Lots for Construction Access. Buyer specifically understands, acknowledges and agrees: (a) that one or more of the lots owned by Seller may be used to provide access for construction vehicles during the development and construction of lots and improvements located within the Subdivision; (b) that such lot(s) may be adjacent to, across from or in the direct vicinity of the Lot; and (c) that such use may result in traffic congestion, noise, dust, additional surface/storm water runoff and other nuisances or annoyances to Buyer.

5. Scope of Disclosure. Buyer understands and acknowledges that the matters contained in this Terms and Conditions Addendum and otherwise in this Agreement represent a good faith effort by Seller to disclose certain information that may affect Buyer's decision to purchase the Lot, but that these provisions are not intended to be and should not be regarded by Buyer as a complete description of all matters that are or might be relevant to the ownership and use of the Lot. Buyer also understands that this Agreement contains a release provision that has legal consequences. Buyer understands and acknowledges that the activities in and around the Project as described in this Terms and Conditions Addendum and otherwise in this Agreement affect the use and enjoyment of the Lot and Buyer represents and warrants to Seller that Buyer, in Buyer's sole discretion, based on Buyer's independent investigation, has determined that the benefits of owning the Lot outweigh such detriments and risks. Buyer hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Lot, property damage and personal injury arising from activities affecting the Project. The terms of this Terms and Conditions Addendum shall survive occupancy of the Lot by Buyer and the recordation of the Deed and shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns.

Buyer acknowledges that this Addendum is part of the Agreement to which this Addendum is attached and that Buyer has read and signed the Signature Page of the Agreement.

Signature of Buyer

Signature of Buyer

Seller acknowledges that this Addendum is part of the Agreement to which this Addendum is attached and that Seller has read and signed the Signature Page of the Agreement.

MAUI LANI VILLAGE CENTER, INC.
[or MLVC 1315, LLC]
[or ML GROUP 40 LLC]

By _____
Name:
Title:

DISPUTE RESOLUTION ADDENDUM

This Dispute Resolution Addendum is and shall be considered part of that certain Lot Purchase Agreement, dated as set forth above, by and between [Maui Lani Village Center, Inc.] [MLVC 1315, LLC] [ML GROUP 40 LLC] ("Seller") and the Buyer identified in Article I above, relating to the sale and purchase of the above-referenced Lot at Maui Lani Village Center (the "Subdivision" or the "Project"). Except as separately defined herein, all capitalized terms used in this Addendum shall have the same meanings ascribed in the main body of the Agreement. If the terms of this Addendum conflict with the terms of the main body of the Agreement, then the terms of this Addendum shall control over the terms of the main body of the Agreement.

By this Addendum, Seller and Buyer acknowledge and agree to the following:

A. DISPUTE RESOLUTION.

1. No Litigation. Except as specifically permitted in this Dispute Resolution Addendum, no judicial or administrative (inclusive of arbitration) proceeding shall be commenced or maintained by Buyer or Seller, nor shall any lis pendens or notice of pendency of action be filed or recorded against the Lot or the Subdivision by Buyer or Seller.

2. Negotiation, Mediation and Arbitration.

(a) Buyer, on behalf of Buyer and Buyer's successors and assigns, and in his or her capacity as a member of the Association and/or the Board, and Seller agree that there shall be no right to litigate in respect of the Covered Matters (defined below), and in the event the Board, the Association, Buyer, Seller or any other person with an interest in the Subdivision shall have any claim or cause of action arising out of or in any way related to (i) the Declaration, the Restricted Use Covenant (if applicable), the Bylaws, the Association Rules or the enforcement thereof, (ii) the design or orientation of the Subdivision or the Lot, or the improvements to the Lot as they relate to adjacent or nearby properties and/or exposure to the sun, the wind, and other elements, (iii) the development, construction, quality, sales, marketing, disclosures concerning, financing, or delivery of the common areas of the Subdivision, the Subdivision or the Lot or the improvements to the Lot, (iv) the reservations with respect to, or limitations on, use or purpose of the Subdivision, the common areas of the Subdivision or the Lot or any improvements thereto, (v) the agreements, decisions, and determinations of the Board and/or the Association or the enforcement thereof, or (vi) any other aspect of or activity with respect to this Agreement, the common areas of the Subdivision, the Subdivision or the Lot (herein collectively the "Covered Matters"), against any of those persons hereinafter defined as Covered Parties, such claim or cause of action (a "Dispute"), whether such Dispute is based on contract, tort, common law or statute, including, without limitation, any Dispute over (A) the disposition of any deposits, (B) breach of contract, (C) negligent or intentional misrepresentation or fraud, (D) nondisclosure, (E) breach of any alleged duty of good faith and fair dealing, (F) allegations of latent or patent construction defects, or (G) any other matter arising from or related to the interpretation of any term or provision of this Agreement, the Declaration, the Restricted Use Covenant (if applicable), the Bylaws or the Association Rules, or any defense going to the formation or validity of this Agreement, the Declaration, the Restricted Use Covenant (if applicable), the Bylaws, or the Association Rules or any provision of this Agreement, the Declaration, the Restricted Use Covenant (if applicable), the Bylaws or the Association Rules, including, without limitation, allegations of unconscionability, fraud in the inducement, or fraud in the execution, whether such dispute arises before or after Closing, shall be submitted and resolved according to the process of "Negotiation", "Mediation" and "Arbitration" defined and described below.

Any such claim or cause of action shall be subject to Negotiation, Mediation and Arbitration regardless of whether the claim is against Buyer, another buyer, Seller, Seller's affiliates, Seller's Agent, Seller's attorney, the architects, engineers, or other design consultants for the Subdivision or the Lot, the general contractor, subcontractors, sub-subcontractors, material suppliers, the Association, the Managing Agent or other persons involved with the Subdivision, and their respective officers, directors, agents, members, managers, principals, servants, employees, representatives, successors or assigns (collectively, the "Covered Parties"), provided that such person(s) has entered into an agreement or otherwise agree(s) to negotiate, mediate and/or arbitrate such Disputes; or if such Dispute is filed jointly and severally against other parties, it shall be subject to mediation and arbitration whether or not such other parties are willing to submit to mediation and arbitration as herein provided.

Any Dispute concerning the interpretation or the enforceability of this Section, including, without limitation, its revocability or voidability for any cause, any challenges to the enforcement or the validity of this Agreement, the Declaration, the Restricted Use Covenant (if applicable), the Bylaws, the Association Rules or this Section, and any

defense relating to the enforcement of this Section, including, without limitation, waiver, estoppel or laches, shall be decided by an arbitrator in accordance with this Section and not by a court of law. Further, in the event that a Dispute is raised between the parties after Buyer's acquisition of the Lot, whether such Dispute is related to, or arises from, an act, omission or other event occurring prior to such acquisition, such Dispute shall be decided by an arbitrator in accordance with this Section and not by a court of law.

(b) In respect of all Covered Matters, Buyer and Seller shall participate in a period of good faith negotiation (the "Negotiation"). Buyer and Seller recognize that the Negotiation process must be completed before the Mediation and/or Arbitration process described in this Section can begin. As such, the claimant must first give written notice to the Covered Party describing the nature of the Dispute and a description of what the claimant believes ought to be done to resolve the Dispute. The claimant must also propose a date and time for a conference, which date must fall on a business day between 20 and 30 days after the date the claimant sends the foregoing notice to the Covered Party (the "Conference"), unless mutually extended by the parties. The Conference shall be held at a mutually agreed-upon location. Within five business days of the Conference notice, the Covered Party shall provide a follow-up notice to the claimant confirming the time of the Conference and stating the name and title of the Covered Party's representative to the Conference. At least five days before the Conference is scheduled to take place, the claimant will, in good faith, discuss with the Covered Party's representative and consider possible resolutions of the claim. At the Conference, the claimant (and claimant's representatives, if any) and the Covered Party's representatives shall confer together to resolve the Dispute for a maximum period of two hours, although the parties may extend or adjourn the meeting by mutual agreement. If, as a result of the Conference, the Dispute or certain issues in the Dispute have been resolved, then the parties shall set forth in a signed, written document the issues that have been resolved and the issues, if any, that remain unresolved and will require Mediation and, if necessary, Arbitration. If the parties do not sign such a document within 15 days after the end of the Conference (or such other period as the parties may agree in writing), then the parties will be deemed to have completed the Negotiation process and those parts of the Dispute that have not been resolved, as set forth in a document signed by the parties, will be deemed unresolved and subject to Mediation and, if necessary, Arbitration.

(c) If the Negotiation process has been completed as required by this Section, but the entire Dispute has not been resolved, then, if any of the parties wishes to pursue the Dispute further, then the unresolved aspects of the Dispute shall be resolved, if possible, by confidential mediation conducted with the assistance of a single mediator in accordance with the Mediation Rules, Procedures, and Protocols of Dispute Prevention & Resolution, Inc. (or, if that entity no longer exists, such other dispute resolution service reasonably agreeable to all parties) ("DPR") then in effect (the "Mediation"). Any counterclaim a Covered Party may have against a claimant shall also be a subject of (and an attempt shall be made to resolve the same in the context of and by) Mediation. Any Mediation shall be conducted in the City and County of Honolulu, and shall be governed by the laws of the State of Hawaii. The parties shall share equally the expense of the mediator. Unless all parties agree otherwise, the mediation hearing shall not exceed two eight-hour sessions and the mediator shall not expend more than five hours in pre-hearing preparation (including review of submissions) and five hours in post-hearing matters. In other words, unless all parties agree otherwise, the mediator's total hours shall not exceed 26. If the mediator is to render any sort of post-hearing report or decision and such report or decision is not filed with DPR within 15 days after the end of the last mediation hearing, then the Mediation process will be deemed completed and those parts of the Dispute that have not been resolved, as set forth in a document signed by the parties, will be deemed unresolved and subject to Arbitration.

(d) If the Negotiation and Mediation processes have been completed as required by this Section, but the entire Dispute has not been resolved, then, if any of the parties wishes to pursue the Dispute further, the unresolved aspects of the Dispute shall, except as provided below, be resolved by a single arbitrator by confidential arbitration in accordance with DPR's Arbitration Rules, Procedures, and Protocols ("Arbitration Rules") then in effect and with Chapter 658A of the Hawaii Revised Statutes (the "Arbitration"). If the unresolved aspects of the Dispute involve a claim or cause of action with a monetary value of One Million Dollars (\$1,000,000.00) or more (as alleged by the claimant), then the Arbitration shall be conducted by a panel of three arbitrators (collectively, referred to as an "arbitrator") selected in accordance with DPR's Arbitration Rules, and the decision of a majority of such arbitrators shall be binding. No Arbitration may be commenced until Seller and any other applicable Covered Parties are allowed to access the Lot that is subject to the Dispute and given an opportunity to cure the alleged defect, which right of access and opportunity to cure may be waived. Any counterclaim a Covered Party may have against a claimant shall also be resolved in the context of and by Arbitration. Any Arbitration shall be conducted in the City and County of Honolulu, and shall be governed by the laws of the State of Hawaii.

(e) Except as otherwise set forth in any applicable agreements or provided by law, no special, consequential, punitive, speculative or indirect damages, no damages attributable to emotional distress or a multiple of actual damages based upon any theory of law and no award of attorneys' fees shall be sought, made or awarded in any claim against or Dispute involving Seller or any of the other Covered Parties and Buyer specifically waives such damages and awards; provided that, to the extent that a claim is based on enforcement of a statutory right, the arbitrator may award any remedy available under such statute. The parties agree to give up any right they may have to bring a class action lawsuit or class arbitration, or to participate in either as a claimant. The parties agree to give up any right they may have to consolidate the arbitration of a Dispute with the arbitration(s) of others. The arbitrator may award costs, including expert witness fees and fees of the arbitrator, to the prevailing party. Additionally, except as limited in this Agreement, the arbitrator may award equitable relief pursuant to any Arbitration instituted as a result of or to enforce this Agreement, the Declaration, the Restricted Use Covenant (if applicable), the Bylaws or the Association Rules. The arbitrator shall faithfully apply the substantive law of the County and the State, or applicable federal law, in all matters and shall give due consideration to all procedural and evidentiary laws and rules. In the event that there is a conflict between any provisions in the arbitration statute(s) of the County or the State and those of the federal government, the provisions of the federal arbitration statute(s) shall control, to the extent not inconsistent with this Section.

(f) Any arbitration award shall not be considered final unless and until the arbitration award contains a decision with respect to all issues put before the arbitrator and, additionally, the arbitrator has determined all collateral issues. Furthermore, no decision of the arbitrator shall be considered final until the tenth day subsequent to the date of service of the arbitration award of the arbitrator upon the parties. Service of the arbitration award shall be made on the same date upon all parties. Unless all parties agree otherwise, the arbitration hearing shall not exceed two eight-hour sessions and each arbitrator shall not expend more than eight hours in pre-hearing preparation (including review of submissions) and ten hours in post-hearing matters (including preparation of written decisions). In other words, unless all parties agree otherwise, each arbitrator's total hours shall not exceed 34. The written decision of the arbitrator shall be filed with DPR within 20 days after the end of the last arbitration hearing. The award rendered by the arbitrator shall be final and a judgment may be entered upon it in accordance with Chapter 658A of the Hawaii Revised Statutes in the Circuit Court of the First Circuit, State of Hawaii.

3. Miscellaneous.

(a) Issues of arbitrability shall be determined in accordance with the federal substantive and procedural laws relating to arbitration. Each party shall bear its own attorneys' fees associated with Negotiation, Mediation, and Arbitration, and, unless otherwise set forth herein, other costs and expenses shall be borne as provided by the rules of (or used by) DPR.

(b) If court proceedings to stay litigation or compel arbitration are necessary, the party who unsuccessfully opposed such proceedings shall pay all associated costs, expenses, and attorneys' fees that are reasonably incurred by the other party.

(c) The arbitrator may order the parties to exchange copies of nonrebuttable exhibits and copies of witness lists in advance of the arbitration hearing. However, the arbitrator shall have no other power to order discovery or depositions unless and then only to the extent that all parties otherwise agree in writing.

(d) No party, witness, or arbitrator may disclose the facts of the underlying dispute or the contents or results of any negotiation, mediation, or arbitration hereunder without prior written consent of all parties, unless and then only to the extent required to enforce or challenge the negotiated agreement or the arbitration award, as required by law, or as necessary for financial and tax reports and audits.

(e) Unless such a limitation is otherwise specifically prohibited by law, no party may bring a claim or action, regardless of form, arising out of or related to this Agreement or other claims relating to the Project, including any claim of fraud, misrepresentation, or fraudulent inducement, more than one year after the cause of action accrues, unless the injured party cannot reasonably have discovered the basic facts supporting the claim within one year, in which event the claim or action cannot be brought more than one year after the injured party should reasonably have discovered the basic facts supporting the claim.

4. Survival. The provisions of this Dispute Resolution Addendum shall survive the execution by Seller and Buyer of the Deed and the recording thereof.

Buyer acknowledges that this Addendum is part of the Agreement to which this Addendum is attached and that Buyer has read and signed the Signature Page of the Agreement.

Signature of Buyer

Signature of Buyer

Seller acknowledges that this Addendum is part of the Agreement to which this Addendum is attached and that Seller has read and signed the Signature Page of the Agreement.

MAUI LANI VILLAGE CENTER, INC.
[or MLVC 1315, LLC]
[or ML GROUP 40 LLC]

By _____
Name:
Title:

**RESTRICTED USE COVENANT ADDENDUM
(Applicable to Lots 1, 2, 3, 31 through 35, and 76)**

This Restricted Use Covenant Addendum is and shall be considered part of that certain Lot Purchase Agreement, dated as set forth above, by and between Maui Lani Village Center, Inc. ("Seller") and the Buyer identified in Article I above, relating to the sale and purchase of the above-referenced Lot at Maui Lani Village Center (the "Subdivision" or the "Project"). Except as separately defined herein, all capitalized terms used in this Addendum shall have the same meanings ascribed in the main body of the Agreement. If the terms of this Addendum conflict with the terms of the main body of the Agreement, then the terms of this Addendum shall control over the terms of the main body of the Agreement.

By this Addendum, Seller and Buyer acknowledge and agree to the following:

A. RESTRICTED USE. Buyer understands and acknowledges that title to the Property is, or will be, encumbered by that certain Declaration of Restrictive Covenants (No Car Wash or Retail Sale of Fuel) (the "Restricted Use Covenant"). The Restricted Use Covenant prohibits the Lot from being used for the retail sale of automobile fuel or for the operation of a commercial car wash. If it has not already been recorded, the Restricted Use Covenant will be recorded in the Bureau.

B. BUYER'S COVENANTS. Buyer hereby covenants and agrees with Seller that, after Closing, and in accordance with the Restricted Use Covenant, the Property will not be used for the retail sale of automobile fuel or for the operation of a commercial car wash as long as the Restricted Use Covenant is an encumbrance on the title to the Property.

Buyer acknowledges that this Addendum is part of the Agreement to which this Addendum is attached and that Buyer has read and signed the Signature Page of the Agreement.

Signature of Buyer

Signature of Buyer

Seller acknowledges that this Addendum is part of the Agreement to which this Addendum is attached and that Seller has read and signed the Signature Page of the Agreement.

MAUI LANI VILLAGE CENTER, INC.

By _____
Name:
Title:

AFFORDABLE HOUSING ADDENDUM
(Applicable if a Dwelling Unit will be Built on the Lot)

This Affordable Housing Addendum is and shall be considered part of that certain Lot Purchase Agreement, dated as set forth above, by and between [Maui Lani Village Center, Inc.] [MLVC 1315, LLC] [ML GROUP 40 LLC] ("Seller") and the Buyer identified in Article I above, relating to the sale and purchase of the above-referenced Lot at Maui Lani Village Center (the "Subdivision" or the "Project"). Except as separately defined herein, all capitalized terms used in this Addendum shall have the same meanings ascribed in the main body of the Agreement. If the terms of this Addendum conflict with the terms of the main body of the Agreement, then the terms of this Addendum shall control over the terms of the main body of the Agreement.

By this Addendum, Seller and Buyer acknowledge and agree to the following:

A. AFFORDABLE HOUSING REQUIREMENT.

1. Affordable Housing Agreement. Buyer acknowledges that the Project and, thus, the Lot are subject to the Maui Lani 100 LLC Affordable Housing Agreement, dated December 29, 2006 and recorded in the Bureau as Document No. 2007-002482 (as it may be amended from time to time). (The capitalized terms used in this Section that are placed in quotations are not defined in this Agreement, but shall have the definitions given to them in the Affordable Housing Agreement.)

2. Affordable Housing Units. Buyer understands, acknowledges and agrees that, pursuant to the Affordable Housing Agreement and as set forth in the Declaration, the first dwelling unit developed on the Lot can be market priced (i.e., it need not be an "Affordable Housing Unit", as that term is defined in the Affordable Housing Agreement). With respect to any dwelling units developed on the Lot after that first dwelling unit, a minimum of 51% of the dwelling units for sale or rent on the Lot must be "Affordable Housing Units" according to the following schedule:

- (a) the second dwelling unit shall be an "Affordable Housing Unit" that is affordable to the "120% to 140% Group";
- (b) the fourth dwelling unit shall be an "Affordable Housing Unit" that is affordable to the "100% to 120% Group";
- (c) the sixth dwelling unit shall be an "Affordable Housing Unit" that is affordable to the "80% to 100% Group"; and
- (d) the eighth dwelling unit shall be an "Affordable Housing Unit" that is affordable to the "Below 80% Group".

3. Compliance. If Buyer sells or rents dwelling units on the Lot, then Buyer must comply with all of the applicable requirements and obligations of the Affordable Housing Agreement relating to the sale and rental of "Affordable Housing Units".

4. Credits. Seller (or Seller's designee) shall be entitled to and shall receive any and all affordable housing credits and other benefits issued by the County (or other governmental entity) as a result of the "Affordable Housing Units" (or other dwelling units) developed, sold or rented within the Lot. Buyer shall not be entitled to any such credits or benefits.

5. Enforcement. The requirements of the Affordable Housing Agreement can be enforced by the County, by Seller (during the Declarant Control Period) and/or by the Board. To ensure that the requirements of the Affordable Housing Agreement (including Seller's obligations thereunder) are satisfied with respect to dwelling units developed, sold or rented on the Lot, Seller, by and on behalf of itself, its designee or the Board, shall have the right to withhold any approvals or consents from Buyer, to assess Special Assessments against Buyer and the Lot, to require that certain actions by Buyer be discontinued and/or to require that certain actions be taken by Buyer.

6. Buyer's Review of Agreement. It is important that Buyer review and consider the impact of the requirements and restrictions of the Affordable Housing Agreement in connection with Buyer's development and use of the Lot. A copy of the Affordable Housing Agreement is available for Buyer's review upon request to Seller or Seller's Agent.

Buyer acknowledges that this Addendum is part of the Agreement to which this Addendum is attached and that Buyer has read and signed the Signature Page of the Agreement.

Signature of Buyer

Signature of Buyer

Seller acknowledges that this Addendum is part of the Agreement to which this Addendum is attached and that Seller has read and signed the Signature Page of the Agreement.

MAUI LANI VILLAGE CENTER, INC.

[or MLVC 1315, LLC]

[or ML GROUP 40 LLC]

By _____

Name:

Title:

**COUNTY LANDFILL ADDENDUM
(Applicable to Lots 11 through 16)**

This County Landfill Addendum is and shall be considered part of that certain Lot Purchase Agreement, dated as set forth above, by and between [Maui Lani Village Center, Inc.] [MLVC 1315, LLC] ("Seller") and the Buyer identified in Article I above, relating to the sale and purchase of the above-referenced Lot at Maui Lani Village Center (the "Subdivision" or the "Project"). Except as separately defined herein, all capitalized terms used in this Addendum shall have the same meanings ascribed in the main body of the Agreement. If the terms of this Addendum conflict with the terms of the main body of the Agreement, then the terms of this Addendum shall control over the terms of the main body of the Agreement.

By this Addendum, Seller and Buyer acknowledge and agree to the following:

A. LANDFILL. Located adjacent to and directly south of the portion of the Project where Lots 1 through 76 are located is land that was once used as the County's Waikapu Landfill (the "Landfill"). The Landfill has been closed since 1991. The County submitted a closure plan for the Landfill to the State of Hawaii Department of Health in December 1989. With respect to the Landfill's closure, the County satisfied applicable solid waste requirements that were in place, as specified in Chapter 11-58, Hawaii Administrative Rules. Although the Landfill has been closed since 1991, the State of Hawaii Land Use Commission (the "LUC"), in its "Findings of Fact, Conclusions of Law, and Decision and Order for a State Land Use District Boundary Amendment" (issued on September 15, 2005 for Docket No. A04-754), as it may be amended, required the following with respect to that part of the Project that is adjacent the Landfill:

1. Designation of a residential buffer of 300 feet from the boundary of the Landfill (the "Landfill Buffer Area"). Within the Landfill Buffer Area, residential use is not permitted. As such, no portion of Lots 11, 12, 13, 14, 15, or 16 that falls within the Landfill Buffer Area shall be used for residential purposes; provided, however, that those portions of Lots 11, 12, 13, 14, 15, or 16 that do not fall within the Landfill Buffer Area can be used for residential purposes. (It is anticipated that the portion of the Landfill Buffer Area that affects those Lots is or will be shown on the plot plans for those Lots.)

2. To mitigate the potential of combustible gas migration on to the Project, Seller has installed, or will install, gas monitoring wells along the property line of the Project adjacent to the Landfill. The Association will be required to conduct periodic inspections of the area and the findings of those inspections shall be reported to the appropriate County agency and to the State Department of Health (the "DOH"). The frequency of the Association's inspections shall be as directed by the appropriate County agency and the DOH.

3. A 30-foot wide easement (the "Landfill Easement") has been designated and reserved within the southern boundary of a portion of the Project (where it abuts the Landfill). Rights over the Landfill Easement have been granted to the County to ensure that the County may appropriately monitor the northern boundary of the Landfill for settlement, runoff, maintenance, and other purposes related to health and safety. Such access is meant to permit the movement of emergency or other vehicles by the County as the need may arise and may also serve to accept and appropriately contain any runoff from the Landfill. No landscaping or structures are allowed within the Landfill Easement. The easement also affects Lots 11, 12, 13, and 14. (It is anticipated that the portion of the Landfill Easement area that affects those Lots is or will be shown on the Plot Plans for those Lots.)

By taking title to the Lot, Buyer agrees that Buyer shall: (i) immediately report to the LUC, the DOH and the County any instances where the integrity of the boundary between the Project and the Landfill has been compromised; and (ii) have agreed that (A) property adjacent property to the Project is a closed landfill, and (B) construction or activity within the Project that would compromise the integrity of the Landfill's cap or permit air or water to access the Landfill is prohibited.

Further, Buyer hereby (a) accepts the circumstances described above relating to the Landfill, and any nuisance, inconvenience, irritation, annoyance, emotional or psychological discomfort, or diminution in value of the Lot or the Project that may be experienced as a result of existence of the Landfill, including any and all inconveniences, annoyances, or nuisances resulting from the obligations and restrictions relating to and the existence of the Landfill (the "Landfill Requirements"); and (b) waives any and all rights, claims, or actions that Buyer might otherwise have against the Declarant-Related Entities (as that term is defined in the Declaration), the Association and the Board, arising out of or in connection with the Landfill and the Landfill Requirements.

Buyer acknowledges that this Addendum is part of the Agreement to which this Addendum is attached and that Buyer has read and signed the Signature Page of the Agreement.

Signature of Buyer

Signature of Buyer

Seller acknowledges that this Addendum is part of the Agreement to which this Addendum is attached and that Seller has read and signed the Signature Page of the Agreement.

MAUI LANI VILLAGE CENTER, INC.
[or MLVC 1315, LLC]

By _____
Name:
Title:

LEASEHOLD ADDENDUM

This Leasehold Addendum is and shall be considered part of that certain Lot Purchase Agreement, dated as set forth above, by and between [Maui Lani Village Center, Inc.] [MLVC 1315, LLC] [ML GROUP 40 LLC] ("Seller") and the Buyer identified in Article I above, relating to the sale and purchase of the above-referenced Lot at Maui Lani Village Center (the "Subdivision" or the "Project"). Except as separately defined herein, all capitalized terms used in this Addendum shall have the same meanings ascribed in the main body of the Agreement. If the terms of this Addendum conflict with the terms of the main body of the Agreement, then the terms of this Addendum shall control over the terms of the main body of the Agreement.

By this Addendum, Seller and Buyer acknowledge and agree to the following:

1. All terms and conditions contained in the Lot Purchase Agreement shall apply to Buyer's acquisition of the leasehold interest in and to the Lot identified in the Lot Purchase Agreement. All references to the "Lot" or to the "Property" in the Lot Purchase Agreement and in this Addendum shall mean and refer to a leasehold interest in the Lot. All references in the Lot Purchase Agreement to the "Deed" shall mean and refer to the "Lease." The Lease demising the Lot to Buyer shall be on the following terms and conditions:

Minimum Annual Rent: The Minimum Annual Rent for the Initial Term shall be as follows:

For the period from the Effective Date through and including the day immediately preceding the fifth (5th) anniversary of the Effective Date, the sum of _____ (\$_____) (the "Initial Period");

For the period from the fifth (5th) anniversary of the Effective Date through and including the day immediately preceding the tenth (10th) anniversary of the Effective Date, the sum of _____ (\$_____);

For the period from the tenth (10th) anniversary of the Effective Date through and including the day immediately preceding the fifteenth (15th) anniversary of the Effective Date, the sum of _____ (\$_____);

For the period from the fifteenth (15th) anniversary of the Effective Date through and including the day immediately preceding the twentieth (20th) anniversary of the Effective Date, the sum of _____ (\$_____);

For the period from the twentieth (20th) anniversary of the Effective Date through and including the day immediately preceding the twenty-fifth (25th) anniversary of the Effective Date, the sum of _____ (\$_____);

For the period from the twenty-fifth (25th) anniversary of the Effective Date through and including the day immediately preceding the thirtieth (30th) anniversary of the Effective Date, the sum of _____ (\$_____); and

For the period from the thirtieth (30th) anniversary of the Effective Date through and including the day immediately preceding the thirty-fifth (35th) anniversary of the Effective Date, the sum of _____ (\$_____).

For each five-year period after the Initial Period, the Minimum Annual Rent shall be mutually agreed upon by Seller and Buyer at least one hundred eighty (180) days prior to the commencement of the upcoming five-year period; provided, that, the Minimum Annual Rent shall be not less than the immediately preceding period. If Seller and Buyer are unable to mutually agree upon the Minimum Annual Rent for the upcoming period, then the Minimum Annual Rent shall be a sum equal to the then fair market value of the Lot multiplied by eight percent (8%), which shall be determined in accordance with the terms and conditions applicable to the determination of the Minimum Annual Rent by arbitration for the Option Period; provided, that, the Minimum Annual Rent shall be not less than the immediately preceding period.

Initial Term: Thirty-five (35) years.

Option: Provided that Buyer is not then in default of the Lease, Buyer will have the right to exercise one (1) option to extend the term of the Lease for a period of five (5) consecutive years (the "Option Period") under the same terms and conditions as stated therein; provided, however, that the Minimum Annual Rent for the Option Period shall be determined by multiplying the then fair market value of the Lot by the rate of eight percent (8%). For purposes herein, "fair market value of the Lot" shall be based upon the Lot, excluding any Improvements, whether onsite or offsite, made by Buyer or Seller, and any recorded encumbrances, subject, however, to the use restriction contained in Section 5.1 of the Lease. Notwithstanding anything to the contrary in this Lease, the Minimum Annual Rent for any five-year period or the Option Period shall in no event be less than the Minimum Annual Rent for the immediate preceding period. Buyer will also be required to provide notice to Seller of its intention to exercise the above options ("Option Notice") within eighteen (18) months of the expiration of the Initial Term. Should Buyer fail or decline to timely deliver the Option Notice, then the option shall lapse and be of no further force or effect. This option is not assignable or transferable by Buyer.

The parties shall negotiate in good faith to agree upon the Minimum Annual Rent within ninety (90) days of the delivery of the Option Notice. If the parties shall be unable to agree upon the Minimum Annual Rent for such Option Period within such ninety-day period, the parties shall submit the determination of the Minimum Annual Rent to arbitration in accordance with the formula described hereinabove.

Arbitration: If the parties are unable to agree upon the Minimum Annual Rent for the Option Period, the question shall be determined by a board of three (3) arbiters, and the party serving the original notice of intent to arbitrate shall name one of the arbiters in a notice to the other party. If the other party shall fail to make an appointment of an arbiter by notice to the party originally requesting arbitration within ten (10) days after receipt of the notice of the appointment of the first arbiter, the party naming the first arbiter may apply to any judge of the Circuit Court of the First Circuit of the State of Hawaii for the appointment of a second arbiter. The two arbiters appointed in either manner shall appoint a third arbiter, and if they fail so to do within ten (10) days after appointment of the second arbiter, either party may have the third arbiter appointed by a judge of the First Circuit Court. The arbiter or arbiters so appointed shall proceed to determine the matter in question in accordance with the Option paragraph above and shall render a reasoned, written award. The decision of a majority of the arbiters shall be final and binding on the parties. The arbitration shall be governed by the provisions of Chapter 658A of the Hawaii Revised Statutes as it may from time to time be amended, and the arbiters shall have all the powers and duties prescribed by the statute, and judgment may be entered upon any such award by the Circuit Court as provided in the statute.

Qualifications: Whenever any rent, value or rate of return with respect to the Lot is to be determined by arbitration, the arbitration board shall consist of three (3) impartial real estate appraisers. The appraisers shall be recognized real estate appraisers who carry the designation "MAI" and are members of The American Institute of Real Estate Appraisers or its successor organization. In the arbitration of other matters, the arbiters shall be impartial and to the extent reasonably available, trained or experienced in the subject matter of the arbitration.

Conduct of Arbitration: Any arbitration will be conducted in accordance with the Arbitration Rules for the Real Estate Industry of the American Arbitration Association, as then in effect, except as provided below:

The burden of proof shall be the same as that applied in civil cases in the State of Hawaii.

(a) The arbiters shall be bound to follow the law of the State of Hawaii as set forth in the Hawaii Revised Statutes, as the same may be amended from time to time, and the decisions of the Hawaii Supreme Court and Intermediate Court of Appeals.

(b) Any demand for arbitration shall be in writing and delivered in the same manner as other notices under the Lease and must be made within a reasonable time after the claim, dispute or other matter in question has arisen and in no event after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

(c) The arbiters will not have any authority or power to add to, modify, detract from, or alter in any way the provisions of the Lease or any amendments or supplements to the Lease or to make an award of punitive or exemplary damages.

(d) All decisions made by a majority of the three (3) arbiters shall be final and binding upon both Seller and Buyer unless it shall be vacated, modified or corrected as provided by statute. If a majority of the arbiters is unable to reach a decision within ninety (90) days of their appointment, then the third arbiter shall be dismissed and another appointed in the manner provided above. The decision may be confirmed by either party by application to the Circuit Court for the First Circuit, State of Hawaii, pursuant to Hawaii Revised Statutes, Chapter 658A.

(e) The arbiters' fees shall be paid equally by the parties; provided, however, that when the question involves the valuation of the Lot for the determination of rent, each party shall pay the costs of its witnesses and attorneys.

Obligations Pending Arbitration: The pendency of an arbitration shall not relieve Seller or Buyer of any duty to perform any obligation under the Lease capable of performance, including payment of Minimum Annual Rent, except as provided otherwise in the Lease. Within ten (10) days of the filing of the order confirming the arbitration award, Buyer shall pay to Seller the difference between the Minimum Annual Rent previously applicable and the Minimum Annual Rent as set forth in the arbitration award for the Option Period.

Use. Buyer's use of the Lot shall be consistent with the use requirements of the Declaration, the Bylaws, the Association Rules, the VMX Ordinance and the Design Guidelines in addition to all applicable County laws, rules and regulations.

Assessments: Buyer shall be responsible for payment of all assessments levied against the Lot.

Leasehold Improvements. Buyer, at its sole cost and expense, shall construct improvements on the Lot, subject to compliance with the Design Guidelines. Buyer shall remove or demolish all improvements constructed by Buyer and restore the Lot to its original condition prior to the expiration or termination of the applicable term of the Lease.

Mortgage. Buyer may, with the prior written consent of Seller, assign the Lease by way of mortgage; provided however that: (a) the mortgage shall be made to a bank, insurance company or other established lending institution registered to do business in the State of Hawaii, as mortgagee; (b) the amount secured by such mortgage shall not at any time exceed the fair market value of Buyer's leasehold interest in the Lot and any building or other improvement to be built and paid for with the proceeds of such mortgage; (c) the proceeds of all loans secured by any such mortgage shall be used exclusively for acquisition of the Lease and direct and indirect costs of construction on the Lot; and provided also that (d) Buyer shall, upon execution of such mortgage, promptly deliver a true copy of the mortgage to Seller.

Assignment; Sublease. Any assignment of Buyer's rights under the Lease or any sublet of any portion of the Lot shall be subject to the consent of Seller, which consent shall not be unreasonably withheld or delayed. Any assignment or sublease without the consent of Seller shall be void.

Recordation. The ground lease or short form thereof shall be recorded in the Bureau at Closing.

2. Article IV, Section A.2 of the Lot Purchase Agreement is deleted in its entirety and replaced with the following:

Title; Lease. At Closing, Seller shall cause to be provided to Buyer the Lease, conveying the Lot on the terms and conditions set forth in Paragraph 1 of the Leasehold Addendum, together with all rights and easements appurtenant to the leased fee interest underlying the Lot (including the access easements referenced in Article IV, Section A.3 of the Lot Purchase Agreement), subject, however, to: (a) the easements and other items designated or to be designated on the final subdivision map or file plan (or amendments thereto) for the Subdivision;

(b) nondelinquent real property taxes and assessments; (c) reservation in favor of the State of Hawaii of all mineral and metallic mines; (d) the reserved rights and other items referenced in the Lot Purchase Agreement (including those referenced in any applicable Addenda); (e) all of the provisions of the Maui Lani Village Center Declaration of Covenants, Conditions, Restrictions and Easements, recorded or to be recorded in the Bureau, as it may be amended and/or supplemented from time to time (the "Declaration"); (f) other encumbrances, easements, liens, restrictions and other items referenced in the Public Offering Statement for the Subdivision and in the Property Report prepared pursuant to the Interstate Land Sales Full Disclosure Act, 15 U.S.C. § 1701 et seq. and regulations promulgated by the Bureau of Consumer Financial Protection at 12 C.F.R. § 1010.1 et seq. (collectively, the "Federal Subdivision Law"); and (g) any other easements, covenants, conditions, reservations or restrictions of record at Closing. A specimen form of the Lease is available for Buyer's review. Among many other things, the Lease will require that any and all permitted transfers by Buyer of Buyer's interest in the Lease or of all or any portion of the Lot shall contain certain acknowledgments and the waivers of the Waived Entities set forth in the Terms and Conditions Addendum, and that such transfers require that all subsequent transfers contain the same acknowledgments and waivers.

Buyer acknowledges that this Addendum is part of the Agreement to which this Addendum is attached and that Buyer has read and signed the Signature Page of the Agreement.

Signature of Buyer

Signature of Buyer

Seller acknowledges that this Addendum is part of the Agreement to which this Addendum is attached and that Seller has read and signed the Signature Page of the Agreement.

MAUI LANI VILLAGE CENTER, INC.
[or MLVC 1315, LLC]
[or ML GROUP 40 LLC]

By _____
Name:
Title:

FINANCING ADDENDUM

This Financing Addendum is and shall be considered part of that certain Lot Purchase Agreement, dated as set forth above, by and between [Maui Lani Village Center, Inc.] [MLVC 1315, LLC] [ML GROUP 40 LLC] ("Seller") and the Buyer identified in Article I above, relating to the sale and purchase of the above-referenced Lot at Maui Lani Village Center (the "Subdivision" or the "Project"). Except as separately defined herein, all capitalized terms used in this Addendum shall have the same meanings ascribed in the main body of the Agreement. If the terms of this Addendum conflict with the terms of the main body of the Agreement, then the terms of this Addendum shall control over the terms of the main body of the Agreement.

By this Addendum, Seller and Buyer acknowledge and agree to the following:

A. **FUNDS FOR PURCHASE.** The requirements of this Section A shall only apply if Seller requires Buyer to comply with them.

(1) Within five calendar days after the date Buyer signs this Agreement, Buyer shall submit to a financial institution designated by Seller ("Qualification Agent") an application for a qualification letter, together with such additional information and documents as Qualification Agent shall require or deem necessary or appropriate to confirm in a letter addressed to both Seller and Buyer (a) that Buyer has the ability to pay the Total Purchase Price from Buyer's own funds, or (b) that Buyer has the ability to obtain a mortgage loan in an amount at least equal to the portion of the Total Purchase Price to be paid by mortgage loan proceeds and to pay the balance from Buyer's own funds (the "Qualification Letter"). Such information and documents may include Buyer's financial statement(s), tax returns, deposit and income verifications, and such other information and documents as Seller or Qualification Agent may reasonably require. Buyer shall pay any and all processing or other fees or charges associated with the issuance of the Qualification Letter. If the Qualification Letter is issued more than 120 calendar days prior to the scheduled Closing Date, then Buyer may be required to reconfirm and re-verify certain information prior to the scheduled Closing Date.

(2) Within 10 days after the date Buyer signs this Agreement, Buyer shall obtain and deliver the Qualification Letter to Seller. If Buyer does not obtain and deliver the Qualification Letter to the Seller within such 10-day period, then Buyer shall have the right to cancel this Agreement PRIOR TO THE DATE THAT IS 30 DAYS AFTER BUYER SIGNS THIS AGREEMENT. If Buyer does not cancel this Agreement prior to the end of the 30-day period, then Buyer will be deemed to have waived the financing contingency and will be obligated to purchase the Lot on the terms set forth in this Agreement, whether or not the Buyer was able to obtain the Qualification Letter or is able to obtain a loan for Buyer's purchase of the Lot. If Buyer does not terminate this Agreement as provided in this subsection (2) and if Buyer fails to close the purchase of the Lot pursuant to this Agreement or otherwise fails to perform under this Section A, whether for failure to qualify for financing or for any other reason, then the default provision in Article IV, Section E.1(b) of this Agreement shall apply, Buyer's deposits will be subject to forfeiture, and Seller will be entitled to pursue such other remedies as allowed pursuant to this Agreement.

B. **Reconfirmation of Cash Purchase.** If Buyer is paying the entire Total Purchase Price in cash (without a loan) and Seller so requires, then, between 60 calendar days and 90 calendar days prior to the scheduled Closing Date, Buyer shall submit to Seller such written evidence as Seller may reasonably require from Buyer's bankers or accountants or other persons to reconfirm that Buyer will still be able to pay the Total Purchase Price in cash on the Closing Date. If Seller reasonably determines that Buyer has not complied with the requirements of this Financing Addendum, then, and in such event, Buyer shall be in default pursuant to Article IV, Section E.1(b) of this Agreement.

C. **Buyer's Financial Status.** Buyer agrees to give written notice to Seller immediately of any material change in Buyer's financial condition prior to Closing. Buyer's failure to notify Seller to the contrary shall constitute a representation by Buyer that Buyer's financial data has not materially changed before Closing. Seller shall have the right to hold Buyer in default under this Agreement if any material discrepancies are discovered between the financial information furnished and Buyer's actual financial status. Buyer agrees that by executing this Agreement, Seller and any proposed mortgagee are authorized to make credit inquiries about Buyer, and to exchange among themselves credit and loan status information concerning Buyer, insofar as Seller or the mortgagee deems it necessary or appropriate to verify Buyer's financial condition and capability to consummate this Agreement, and Buyer further agrees that at Seller's request Buyer shall provide Seller or Seller's Agent with the name, address and telephone number of Buyer's proposed mortgagee and shall confirm such authority promptly and in writing.

Buyer acknowledges that this Addendum is part of the Agreement to which this Addendum is attached and that Buyer has read and signed the Signature Page of the Agreement.

Signature of Buyer

Signature of Buyer

Seller acknowledges that this Addendum is part of the Agreement to which this Addendum is attached and that Seller has read and signed the Signature Page of the Agreement.

MAUI LANI VILLAGE CENTER, INC.

[or MLVC 1315, LLC]

[or ML GROUP 40 LLC]

By _____

Name:

Title:

**PROFESSIONAL ROW ADDENDUM
(Applicable to Lots 3 and 6)**

This Professional Row Addendum is and shall be considered part of that certain Lot Purchase Agreement, dated as set forth above, by and between Maui Lani Village Center, Inc. ("Seller") and the Buyer identified in Article I above, relating to the sale and purchase of the above-referenced Lot at Maui Lani Village Center (the "Subdivision" or the "Project"). Except as separately defined herein, all capitalized terms used in this Addendum shall have the same meanings ascribed in the main body of the Agreement. If the terms of this Addendum conflict with the terms of the main body of the Agreement, then the terms of this Addendum shall control over the terms of the main body of the Agreement.

By this Addendum, Seller and Buyer acknowledge and agree to the following:

1. The portions of Article II of the Lot Purchase Agreement that are shown below are deleted and replaced with the following (the portions of Article II not shown below are not amended and shall remain the same):

Subdivision Lot No.: _____ (the "Lot")*
Approx. Lot Area: _____ sq. ft.*
Approximate Internal Area of Building: _____ sq. ft.*
Appliances/Furnishings: See Schedule "1"
Federal Registration No. and Date: 32345, May 9, 2014

*The Lot is one of the lots shown on File Plan No. 2470, titled "Maui Lani VMX (C-R) Subdivision," filed in the Bureau of Conveyances of the State of Hawaii. The approximate area of the Lot includes the areas of any easements that may affect the Lot. Any lot or building size or dimensions shown on promotional materials are only reasonable approximations of the size, configuration and location of the Lot and the building that Seller will build, or has built, on the Lot and that is being sold to Buyer pursuant to this Agreement (the "Building"). Neither Seller nor Seller's Agent makes any representation that the Lot or Building as shown on the promotional materials is an accurate depiction of the Lot or Building.

Schedule "1", which is attached to and made a part of this Agreement, describes the Building, the interior improvements that will be installed within the Building by Seller, and the basic landscaping that will be installed on the Lot by Seller (collectively, the "Seller Improvements"). Any and all improvements to the Lot and the Building beyond what is specifically described in Schedule "1", and all changes, upgrades or additions to what is described in Schedule "1" shall be at the sole cost and direction of Buyer and shall not be included under this Agreement. All such improvements, changes, upgrades and additions made by or on behalf of Buyer must meet all applicable governmental requirements (including permitting requirements) and all applicable requirements (including approvals) of the Declaration, the Design Guidelines, the plot plan for the Lot, and the Association Rules.

2. Article III, Section A of the Lot Purchase Agreement is deleted in its entirety and replaced with the following:

A. PURCHASE PRICE, DEPOSITS AND METHOD AND SCHEDULE OF PAYMENTS:

The Total Purchase Price, which does not include closing costs and other expenses to be paid by Buyer as provided in this Agreement, shall be paid as follows:

1. Payment A: \$ _____ (deposit upon Buyer signing this Agreement)
2. Payment B: \$ _____ (within two days after expiration of the Rescission Period referenced in Article III, Section F below)
3. Payment C: \$ _____ (within 60 days after expiration of the Rescission Period referenced in Article III, Section F below)

4. Payment D (balance of Total Purchase Price):

\$ _____ (cash from Buyer, in addition to Payments A, B and C, due at pre-closing or 10 days before the Scheduled Closing Date)
\$ _____ (loan proceeds, due before the Scheduled Closing Date)

5. TOTAL PURCHASE PRICE: \$ _____

Payments are to be made in the manner set forth above and in Article IV, Section B below. Buyer is aware that certain other closing costs and prorations, as provided in Article IV, Section D, will be payable in connection with the closing of the purchase, and that such sums ARE PAYABLE IN ADDITION TO AND NOT PART OF the Purchase Price.

3. The first paragraph of Article III, Section D of the Lot Purchase Agreement is deleted in its entirety and replaced with the following:

D. PURCHASE AGREEMENT. Because this Agreement covers the sale and purchase of the Seller Improvements, in addition to the Lot, the words "Lot" and "Property" shall, unless stated otherwise, both refer to the Lot and the Seller Improvements collectively. Seller agrees to sell and Buyer agrees to purchase the Property for the Total Purchase Price payable as set forth in Article III, Section A and in Article IV, Section B.1, on the "Terms and Conditions" set forth in Article IV of this Agreement and in the Addenda attached to and made a part of this Agreement. BUYER ACKNOWLEDGES HAVING READ ALL OF THIS AGREEMENT IN FULL (INCLUDING ALL OF ARTICLE IV BELOW and all of the Addenda attached to and made a part of this Agreement). Buyer agrees that if Buyer fails to execute and/or deliver to Seller or Escrow Agent any documents, funds or other items required under this Agreement within the period provided in this Agreement, then Seller shall be authorized to notify Escrow Agent that Buyer is in default under this Agreement and that the default provisions of this Agreement shall apply.

4. Article III, Section F of the Lot Purchase Agreement is deleted in its entirety and replaced with the following:

F. RECEIPT OF PUBLIC OFFERING STATEMENT; BUYER'S RESCISSION RIGHTS. Buyer acknowledges prior receipt of the Amended Public Offering Statement for the Subdivision filed with the State of Hawaii Department of Commerce and Consumer Affairs in connection with the registration of the Subdivision under the Uniform Land Sales Practices Act, Chapter 484, Hawaii Revised Statutes (the "State Subdivision Law"). Buyer also acknowledges that the Amended Public Offering Statement may be further amended, updated and/or revised in accordance with the State Subdivision Law.

Buyer has the right to rescind this Agreement, at no penalty to Buyer, within ninety (90) calendar days after Buyer signs this Agreement (the "Rescission Period"). Buyer may rescind this Agreement and cancel this transaction by notifying Seller, at the address for Seller written above, of Buyer's desire to rescind this Agreement. If a written notice is delivered to Seller by U.S. mail, it must be postmarked no later than midnight on the ninetieth (90th) calendar day following the day Buyer signs this Agreement. If a written notice is delivered to Seller in some other manner, it must be received at Seller's address no later than midnight on the ninetieth (90th) calendar day following the day Buyer signs this Agreement. In the event of such rescission, all payments made by Buyer to Seller or the Escrow Agent in accordance with this Agreement will be immediately refunded to Buyer. Buyer shall not be responsible for any escrow cancellation fees or other penalties as a result of such rescission or as a result of any other rescission by Buyer pursuant to the State Subdivision Law or the Federal Subdivision Law (as defined below).

During the Rescission Period, Buyer shall have: (a) completed its due diligence investigation of the Property and the Subdivision; (b) completed its meetings with Seller's architect, pursuant to Article IV, Section E.6 of this Agreement (as described in item 14 below); and (b) secured financing for its purchase of the Property (as provided in the Financing Addendum to this Agreement, if applicable, and as described in item 18 below).

5. Article IV, Section A.4 of the Lot Purchase Agreement (entitled "AS/IS Sale") is deleted in its entirety and replaced with the following:

4. Soils/Foundation Issues; "AS IS" Sale. The lots and the land within the Subdivision may have expansive soils and, as a result, improvements, including the Building, driveways, walkways and other improvements may be subject to various types of distress, including subsidence, settlement or lifting. Further, the lots and land within the Subdivision have been graded. Soil may have been removed and/or added to reach the Lot's finished height and form, and non-expansive fill may have been placed under structural improvements, with underlain expansive soils. The Property is subject to subsidence, settlement or expansion due to the presence of expansive soils and fill material. Buyer also acknowledges that standard construction techniques and applicable designs for the foundation slab may result in a degree of non-structural cracking or "spider" cracking within the slab and that certain slabs will contain crack control joints. Buyer accepts such slab cracking. Certain non-structural cracking or swelling of drywall joints at windows, doorways and other locations within the Building may also be visible if subsidence, settlement or expansion occurs. Buyer must avoid over watering of the Property and the ponding of water, and must take measures to minimize the risk of these occurrences. Buyer understands and acknowledges that Buyer is acquiring the Lot and the Seller Improvements in "AS IS" condition at the time of Closing. Except as expressly set forth herein, Buyer is relying and will rely solely upon Buyer's own inspection and investigation of the Lot, the Seller Improvements and the land of the Subdivision (including the inspection referenced in Section E.7 of the Terms and Conditions Addendum), and is not relying on and will not rely in any way upon any representations, statements, warranties, or other information or material furnished by Seller or its representatives, whether oral or written, express or implied. Seller makes or gives no warranty, express or implied, concerning the condition of the land comprising the Lot or concerning the condition of the Seller Improvements.

6. Article IV, Section B.1 of the Lot Purchase Agreement is deleted in its entirety and replaced with the following:

17. Purchase Price. Buyer shall pay the Total Purchase Price set forth in Article III, Section A above for the Lot and the Seller Improvements. The Total Purchase Price shall be paid to the Escrow Agent in the amounts and at the times set forth for each payment in Article III, Section A above and Article IV, Section D.2(c) below.

7. Article IV, Section C.1 of the Lot Purchase Agreement is deleted in its entirety and replaced with the following:

1. Disclaimer of Warranties. Buyer acknowledges that, as of expiration of the Rescission Period, it shall have made such independent inspections and investigations of and relating to the Lot and the Subdivision as Buyer deems necessary or appropriate concerning Buyer's purchase of the Lot and Buyer's intended use of the Lot and the suitability of the Lot for Buyer's intended use. It is expressly understood and agreed by and between Seller and Buyer that SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LOT, THE SELLER IMPROVEMENTS, THE SUBDIVISION OR OTHER THINGS THAT MAY BE INSTALLED OR THAT ARE CONTAINED IN OR RELATE TO THE LOT, THE SELLER IMPROVEMENTS OR THE SUBDIVISION, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS FOR A PARTICULAR USE. There are no express or implied warranties being given by Seller to Buyer, and Buyer, on behalf of itself and its successors and assigns (including successor owners of the Lot), specifically waives, to the full extent allowed by law, any implied warranties of habitability, merchantability or fitness for any particular purpose with respect to the Lot, the Seller Improvements and Buyer's interest in the common areas.

With respect to appliances or other consumer products included in Buyer's purchase of the Property, the Deed will operate as an assignment from Seller to Buyer of all manufacturer's or dealer's warranties, if any, covering any such appliances or consumer products for the unexpired term thereof, but only to the extent that Seller has the right and power to make such an assignment. Buyer acknowledges and understands that Seller is not stating that any such warranties exist or that such an assignment will be effective, nor is Seller adopting any such manufacturer's or dealer's warranties or acting as a co-warrantor; Seller is merely attempting to pass through to Buyer the benefits of such warranties, if any exist. Buyer further understands that for any warranty to be effective, common sense inspection, maintenance and repair (such as cleaning, caulking, painting and general care of the Seller Improvements) is required. Buyer's foregoing covenants shall survive closing of this transaction and shall continue in effect after execution, delivery and recordation of the Deed.

8. The following shall be added to the end of Article IV, Section D.2(a) of the Lot Purchase Agreement (relating to "Closing"):

Closing shall not occur until after a certificate of occupancy has been issued for the Building by the County of Maui; provided, however, that if the County does not require a certificate of occupancy for the Building, then the relevant event shall be the County inspector's conclusion of the final inspection of the Building by signing off on the building permit that permits occupancy of the Building.

9. The first sentence of Article IV, Section D.2(b) of the Lot Purchase Agreement (relating to "Closing") is deleted and replaced with the following:

Buyer expressly acknowledges that Closing may occur before final installation and completion of all of the Building's interior improvements and before final completion of all of the landscaping to be installed on the Lot by Seller.

10. The following is added to the end of Section D.2 of the Terms and Conditions Addendum of the Lot Purchase Agreement (entitled "Drainage/Erosion Control"):

Notwithstanding the foregoing, Seller shall install the basic landscaping on the Lot that is described in Schedule "1".

11. Section D.3 of the Terms and Conditions Addendum to the Lot Purchase Agreement (entitled "Landscaping") is deleted and replaced with the following:

3. Landscaping. All landscaping on the Lot is to be irrigated and maintained by Buyer in a neat appearance with appropriate measures taken to control dust and to stabilize the lot pad and any slope. Further, all landscaping installed by Buyer must conform to the requirements set forth in the Design Guidelines. Buyer is obligated to maintain the landscaping within the Lot and in the planting strip in front of the Lot.

12. The following new Section D.4 is added to the Terms and Conditions Addendum of the Lot Purchase Agreement:

4. Mold. Microorganisms, including, but not limited to mold, mildew, spores, or any other form of fungi or bacteria ("Microorganisms"), occur naturally in the environment. Such microorganisms may be present, during or after construction, in the indoor air and/or on the interior surfaces of the Building, including, without limitation, wall cavities, attics, windows, foundations, floor slabs, and/or on the exterior surfaces of the Building. A concentration of moisture in the Building may cause the growth, release, discharge, dispersal, or presence of Microorganisms, which, at certain levels, can cause damage to property, health hazards, personal injuries, and/or other irritant effects such as skin irritation, respiratory problems and allergic reactions. Because Microorganisms occur naturally in the environment, Seller cannot eliminate the possibility that Microorganisms may grow in, on, or about the Building. Buyer may minimize the effects of Microorganisms by proper utilization and maintenance of heating, cooling, dehumidification or ventilation equipment, interior maintenance, such as proper grading, landscaping, painting and caulking. Buyer acknowledges that Buyer has been informed of the effects of Microorganisms and Buyer assumes all risk of property damage, personal injury or destruction of or injury to property that may arise as a result of or be in any way connected with the presence of Microorganisms in, on, or about the Building and the Lot.

Notwithstanding anything to the contrary in this Agreement, Buyer fully, finally, and forever releases and discharges, and agrees to indemnify and defend, Seller and its successors and assigns, construction manager, contractors, subcontractors, material suppliers, and the officers, employees, agents of each of them, from and against any and all claims, obligations, demands, damages, causes of action, liabilities, losses, and expenses (including reasonable attorneys' and expert fees), whether now known or hereafter known, foreseen or unforeseen, that (a) Buyer or any occupant of the Building had, has, or may have in the future, in law or in equity or in a dispute resolution or arbitration proceeding pursuant to the Dispute Resolution Addendum or the Declaration, and (b) are attributable to bodily injury, sickness, emotional distress, disease, death, or any other personal injury or adverse health effects, or injury to or

destruction of tangible personal property, including loss of the use thereof, which claims, etc. arise out of, relate to, or are in any way connected with indoor air quality, moisture, or the growth, release, discharge, dispersal, or presence of any Microorganisms in the indoor air or on the interior surfaces of the Building, including, without limitation, wall cavities, the attic, and windows, or on the exterior surfaces of the Building or on any other part thereof, whether or not caused by, in whole or in part, Seller's breach of this Agreement or any act or omission of Seller, its construction manager, contractors, subcontractors, or material suppliers, in their performance under this Agreement (including, but not limited to, Seller's or its construction manager's, contractors', subcontractors', or material suppliers', construction means and methods, material selection and installation, and/or design services, if any). Seller makes no express or implied warranty of habitability, merchantability, fitness for a particular purpose, or good workmanship as to building materials and/or construction means and methods with regard to indoor air quality or the presence of Microorganisms in, on, or about the Building.

13. Section E.1 of the Terms and Conditions Addendum of the Lot Purchase Agreement (entitled "Materials and Labor") is deleted in its entirety and replaced with the following:

1. Materials and Labor. Conditioned only upon grounds that are legally sufficient to establish impossibility of performance in the State of Hawaii, and subject to delays due to acts of God and/or material shortages, Seller is obligated to furnish (or to require third-party contractors to furnish) all materials and perform (or to require third-party contractors to perform) all labor necessary to construct (a) the roads necessary for access to the Lot, (b) common area drainage systems, (c) common water and sewer facility main lines adjacent to the street boundary of the Lot, (d) primary power main lines and telephone lines adjacent to the street boundary of the Lot, and (e) the Seller Improvements described in Schedule "1", all substantially in accordance with the final subdivision map or other plans therefor approved by the County, subject to such changes or modifications as Seller may deem necessary or appropriate in connection with development of the Subdivision and, if required, approved by the County or other appropriate authority.

14. The following new Section E.6 is added to the Terms and Conditions Addendum of the Lot Purchase Agreement:

6. Buyer Meetings with Seller's Architect. Prior to expiration of the Rescission Period, Buyer shall be afforded three separate opportunities to meet with Seller and Seller's architect on dates and at times mutually agreed to by Seller and Buyer. The purpose of the meetings will be for Buyer to provide Buyer's input on the interior improvements that are to be installed within the Building by Seller. If, as a result of Buyer's meetings with Seller and Seller's architect, Seller and Buyer agree to modify the interior improvements from what is described on Schedule "1", then this Agreement and Schedule "1" shall be amended to incorporate the modification(s) set forth in a written document signed by Seller and Buyer. If applicable, the modifications shall include any agreed-upon change (increase or decrease) in the Total Purchase Price for the Property, as well as any other amendment to this Agreement that Seller and Buyer deem necessary or appropriate. Buyer acknowledges and agrees that, upon expiration of the Rescission Period, Buyer shall have satisfied itself with the scope, description and cost to Buyer of the interior improvements that are to be installed within the Building by Seller, including the Seller Improvements.

15. The following new Section E.7 is added to the Terms and Conditions Addendum of the Lot Purchase Agreement:

7. Inspection. Seller or its contractor(s) for the Seller Improvements shall institute an inspection program and Buyer agrees to inspect the Seller Improvements on dates and at times specified in advance by Seller or the contractor(s), and, upon completion of such inspections, to sign an inspection sheet to be furnished by Seller or the contractor that shall list all defects or damages ("punchlist items"), if any, to the Seller Improvements. Seller will attempt to complete and/or correct all punchlist items, if any, within 20 days. Buyer shall have the right to re-inspect the Seller Improvements at such time. Upon re-inspection, Buyer shall again indicate in writing which of said punchlist items are acceptable and which remain to be completed or corrected. The foregoing procedure shall be repeated until Buyer has completely accepted the Seller Improvements. If Buyer will not personally conduct the inspections, then Buyer shall designate in writing to Seller the individual who will conduct the inspections, on behalf of Buyer. In the absence of such a designation, or if Buyer or his or her designated inspector shall fail to make timely inspections, Buyer agrees that Seller's architect shall act as Buyer's representative to make the inspections. Buyer acknowledges that the existence of defects or damages to the Seller Improvements shall not affect Buyer's obligations to make the required payments hereunder and to close this transaction, and Buyer covenants and agrees to make such payments and to accept possession of the Seller Improvements as long as such defects or damages do not render either the Building unfit for occupancy or the interior improvements that will be installed within the Building by Seller unusable.

16. The following new Section E.8 is added to the Terms and Conditions Addendum of the Lot Purchase Agreement:

8. Construction Changes. Seller may substitute materials, fixtures, equipment and appliances of substantially equal or better quality as those specified in the plans and specifications for the Building. Seller also reserves the right to change the location of electrical switches, conduits, lights, plumbing chase outlets and the like and the right to make any changes in construction (e.g., plan changes, field changes or otherwise) that Seller deems appropriate. In addition, Seller has the right to make changes in construction as may be required from time to time by any lender, government agency, utility provider, law or regulation, by any labor, material or utility availability, shortages, or stoppages or by any emergency situation. Buyer agrees to accept all such changes, provided that such changes do not substantially and adversely affect the physical location or design of the Building.

17. Subsection A.2(e) of the Dispute Resolution Addendum of the Lot Purchase Agreement (relating to "Negotiation, Mediation and Arbitration") is revised by adding the following to the end of the Section:

Notwithstanding anything in this subsection to the contrary, if Seller defaults with respect to its obligation to construct the Seller Improvements in accordance with Schedule "1", and if Buyer is not in material default under this Agreement, then Buyer shall have the right, through Arbitration, to seek specific performance under this Agreement.

18. If the Financing Addendum is made a part of the Lot Purchase Agreement, then Section A of the Financing Addendum (entitled "Funds for Purchase") is deleted in its entirety and replaced with the following:

A. **FUNDS FOR PURCHASE.** The requirements of this Section A shall only apply if Seller requires Buyer to comply with them.

(1) Within 10 calendar days after the date Buyer signs this Agreement, Buyer shall submit to a financial institution designated by Seller ("Qualification Agent") an application for a qualification letter, together with such additional information and documents as Qualification Agent shall require or deem necessary or appropriate to confirm in a letter addressed to both Seller and Buyer (a) that Buyer has the ability to pay the Total Purchase Price from Buyer's own funds, or (b) that Buyer has the ability to obtain a mortgage loan in an amount at least equal to the portion of the Total Purchase Price to be paid by mortgage loan proceeds and to pay the balance from Buyer's own funds (the "Qualification Letter"). Such information and documents may include Buyer's financial statement(s), tax returns, deposit and income verifications, and such other information and documents as Seller or Qualification Agent may reasonably require. Buyer shall pay any and all processing or other fees or charges associated with the issuance of the Qualification Letter. If the Qualification Letter is issued more than 120 calendar days prior to the scheduled Closing Date, then Buyer may be required to reconfirm and re-verify certain information prior to the scheduled Closing Date.

(2) Within 30 days after the date Buyer signs this Agreement, Buyer shall obtain and deliver the Qualification Letter to Seller. If Buyer does not obtain and deliver the Qualification Letter to the Seller within such 30-day period, then either Seller or Buyer shall have the right to cancel this Agreement PRIOR TO THE DATE THAT IS 90 DAYS AFTER BUYER SIGNS THIS AGREEMENT. If neither Seller nor Buyer cancels this Agreement prior to the end of the 90-day period, then Buyer will be deemed to have waived the financing contingency and will be obligated to purchase the Property on the terms set forth in this Agreement, whether or not the Buyer was able to obtain the Qualification Letter or is able to obtain a loan for Buyer's purchase of the Property. If Buyer does not terminate this Agreement as provided in this subsection (2) and if Buyer fails to close the purchase of the Property pursuant to this Agreement or otherwise fails to perform under this Section A, whether for failure to qualify for financing or for any other reason, then the default provision in Article IV, Section E.1(b) of this Agreement shall apply, Buyer's deposits will be subject to forfeiture, and Seller will be entitled to pursue such other remedies as allowed pursuant to this Agreement.

[The Signature Page for this Addendum Follows on the Next Page]

Buyer acknowledges that this Addendum is part of the Agreement to which this Addendum is attached and that Buyer has read and signed the Signature Page of the Agreement.

Signature of Buyer

Signature of Buyer

Seller acknowledges that this Addendum is part of the Agreement to which this Addendum is attached and that Seller has read and signed the Signature Page of the Agreement.

MAUI LANI VILLAGE CENTER, INC.

By _____
Name:
Title:

Schedule "1"

[Insert detailed descriptions of the Building, the interior improvements that will be installed within the Building by Seller, and the basic landscaping that will be installed on the Lot by Seller]