



EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT
Hawaii Association of REALTORS® Standard Form
Revised 8/10 (NC) For Release 11/12



COPYRIGHT AND TRADEMARK NOTICE: This copyrighted Hawaii Association of REALTORS® Standard Form is licensed for use by the entire real estate industry on condition that there shall be no alteration of the printed portions, pagination, or paragraph numbers or breaks. The use of this form is not intended to identify the real estate licensee as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to its Code of Ethics.

Licensee in Brokerage Firm is[] is not[] a REALTOR® and member of the National Association of REALTORS®. Seller is aware that the National Association of REALTORS® holds its members accountable for their actions through a strict Professional Code of Ethics, which includes a grievance system to address complaints. Non-members are not required to participate in the grievance system.

Property Reference or Address: 190 Hauoli Road, Apt 210, Maalaea, HI 96793

Tax Map Key: Div. 2 /Zone 3 /Sec. 8 /Plat 14 /Parcel 11 /CPR 28 (if applicable).

Windermere Valley Isle Properties

Sarah Tanabe

Brokerage Firm

Seller's Name

151 E. Wakea Ave #204

Address

Seller's Name

Kahului, HI 96732

Leslene K. Lopez 8088701984

Real Estate Licensee Phone

1. **AGENCY:** The Buyer and/or Seller in a real estate transaction in Hawaii may retain a real estate Brokerage Firm as their agent. In such case, the Buyer and/or Seller is represented by the Brokerage Firm and all of its licensees. Hawaii law requires real estate licensees to disclose orally or in writing to Seller and/or Buyer whom the licensee represents. The form of representation may be one of the following:
 - (a) **Seller's Agent.** Brokerage Firm represents Seller only unless a disclosed dual agency exists. Seller's Agent owes the highest duties to Seller, including confidentiality, loyalty, and due care and diligence.
 - (b) **Buyer's Agent.** Brokerage Firm represents Buyer only unless a disclosed dual agency exists. Buyer's Agent owes the highest duties to Buyer, including confidentiality, loyalty, and due care and diligence.
 - (c) **Dual Agent.** Brokerage Firm represents both Buyer and Seller. This commonly occurs when licensees in the Brokerage Firm representing Seller have a Buyer client looking for types of property similar to Seller's property. In such event, the Brokerage Firm and all of its licensees represent both Buyer and Seller and are dual agents. Dual agents must remain neutral in negotiations and must not advance the interest of one party over the other.

Seller agrees does not agree to Dual Agency
If Seller agrees, then a separate written Dual Agency Agreement is required with the Purchase Contract under Hawaii law.

Customer. Seller's Agent can also assist Buyer as a customer. As a customer, Buyer is not represented by Seller's Agent. Seller's Agent can assist Buyer in writing the Purchase Contract, can present the Purchase Contract to Seller, and can report back any acceptance or request for changes to the Purchase Contract.

2. **OWNERSHIP, TITLE AND AUTHORITY:** Seller warrants and certifies that (i) Seller is the owner of the Property, (ii) no other persons or entities have title to the Property, (iii) Seller has the authority to execute this Listing Contract and to sell the Property, and (iv) Seller is not a party to any other listing contract or commission agreement to sell the Property. Exceptions to ownership, title and authority are as follows:

NONE

3. **EXCLUSIVE RIGHT TO SELL:** "Exclusive Right To Sell" means that Seller shall list the Property with Brokerage Firm only and that Brokerage Firm is entitled to a commission if the Property is sold by Brokerage Firm, Seller, or anyone else. Seller hereby employs Brokerage Firm as its agent and grants Brokerage Firm the exclusive and irrevocable right to sell or exchange the Property identified above and described on the attached EXHIBIT A. Seller shall conduct all negotiations regarding the sale of the Property only through Brokerage Firm, and will refer to Brokerage Firm all communications received in any form relating to the sale of the Property from any source during the Listing Period of this Listing Contract.

4. **LISTING PERIOD:** Begins (date) November 19, 2012 and ends at 11:59 PM (HST) on (date) November 19, 2013. Either party may end the listing with 30 calendar days advance written notice to the other. However, neither party may end this listing before 11:59 PM (HST) on (date) February 19, 2012 unless both agree, in writing, to an earlier date.

5. **PROTECTION PERIOD:** 180 calendar days after end of Listing Period or any extension thereof.

6. **ITEMS INCLUDED OR EXCLUDED:** Unless otherwise specified in the Purchase Contract, all fixtures attached to the Property are included. Personal property items are excluded.

7. **LISTING PRICE:** The listing price shall be \$ 388,000.00

8. **COMPENSATION TO BROKERAGE FIRM:** Seller agrees to pay Brokerage Firm, in US Dollars, 6% (Six percent) of sales price on the occurrence of any of the following:

- (a) Brokerage Firm, Seller, Cooperating Broker or any other person procures a Buyer (or Buyers) who offers to purchase the Property on the price and terms of this Listing Contract, or on any price and terms acceptable to Seller, during the Listing Period or any extension thereof, no matter who (including Seller) procures the Buyer.

 BROKER'S INITIALS & DATE

11/19/2012

 SELLER'S INITIALS & DATE



- (b) Brokerage Firm procures a Buyer (or Buyers) ready, willing and able to pay the Listing Price and meet the other material terms of this Listing Contract, and Seller refuses to sign the Purchase Contract.
- (c) Seller, within the Protection Period specified in Paragraph 5 above, signs a written sale or exchange contract with any prospect to whom the Property was presented and who is included in a written list of prospects delivered to Seller within 10 days of the end of this Listing Contract, payable upon closing whether or not closing occurs during or after the Protection Period.
- (d) Seller withdraws Property from sale before the end of this Listing Contract without consent of the Brokerage Firm.
- (e) **Option.** An agreement to keep open, for a set period, an offer to sell or lease real property. The option must be supported by a premium, separate and independent of the purchase price of the Property. Seller will pay Brokerage Firm one-half of the option premium if Seller gives any person an option during the Listing Period regardless of exercise of the option. If Seller gives an option to any of Brokerage Firm's prospects within the Protection Period, Seller will likewise pay one-half of the option premium. However, Seller will not pay more than what would have been Brokerage Firm's full commission. Seller will pay the balance of the commission, if any, and any agreed upon general excise tax when the option is exercised, even if after the Listing Period.
9. **ESCROW:** A bonded company shall be employed to help with the conveyance of the Property. Seller hereby irrevocably assigns to Brokerage Firm the above compensation and any agreed upon general excise tax from Seller's funds and proceeds in escrow.
10. **BROKERAGE FIRM'S OBLIGATIONS:**
- (a) **Reasonable Efforts.** Brokerage Firm agrees to exercise reasonable effort and due diligence to achieve the purposes of this Listing Contract and keep Seller informed of these efforts. Brokerage Firm is not responsible for the care or control of the Property.
- (b) **Advertising.** Brokerage Firm may advertise the Property by newspaper, radio, TV, Internet, MLS or by placing signs on the Property or any other means which is in compliance with County, State, or Federal law or subdivision/CPR covenants.
- (c) **Buyer's Deposit.** Brokerage Firm may accept deposits from any person. If any deposit is forfeited, Brokerage Firm is entitled to one-half of that deposit, not to exceed what would have been Brokerage Firm's full commission.
- (d) **Fair Housing Laws.** Brokerage Firm shall comply with State and Federal anti-discrimination laws.
- (e) **Sex Offender Registration ("Megan's Law").** Hawaii has enacted a law requiring sex offenders to register with the State Attorney General's office. Brokerage Firm makes no representations as to whether the public has access to this information. Brokerage Firm is not required by law to provide information regarding sex offenders.
11. **SELLER'S REPRESENTATIONS:** Seller represents that, unless otherwise specified in writing, Seller is not aware of any of the following and Seller shall promptly notify Brokerage Firm in writing if Seller becomes aware of any of these items during the Listing Period, or any extension thereof:
- (a) Notice of Default against the Property;
- (b) Delinquent amounts due under any loan or other obligations secured by the Property;
- (c) Bankruptcy, insolvency or similar proceeding affecting the Property;
- (d) Litigation, arbitration, administrative action, government investigation or other pending or threatened action that affects or may affect the Property or Seller's ability to transfer it; and
- (e) Current, pending or proposed special assessments affecting the Property.
12. **SELLER'S OBLIGATIONS:**
- (a) **Assistance.** Seller will prepare the Property for showings and open houses. Seller shall provide all necessary information, documents, and keys and permit inspections by termite inspectors, appraisers, surveyors, etc.
- (b) **Access.** Seller shall allow access as needed during reasonable hours for showings, open houses, and inspections.
- (c) **Lock Box.** Seller agrees to permit and will obtain written permission from any occupant to install a lock box or electronic key device on the Property to allow for showings and inspections.
- (d) **Securing Valuables.** Seller agrees to secure all valuables and will instruct any occupants to secure their valuables. Brokerage Firm will not be responsible for any valuables, or for loss or damage to real or personal property.
- (e) **Professional Advice.** Seller is advised to consult an attorney, accountant, or other appropriate professionals. Seller is not relying upon Brokerage Firm for any such advice.
- (f) **Offers.** Seller agrees to consider all offers presented by Brokerage Firm and to act in good faith to sell the Property.
- (g) **Disclosure of Material Facts.** There is a general obligation under the Hawaii law for a Seller to disclose any fact which could be deemed to be material to a prospective Buyer of any property offered for sale, including vacant land, commercial property, as well as residential property. There is also a specific law in Hawaii (Chapter 508D, Hawaii Revised Statutes) requiring disclosure of material facts in the sale of any residential property. Under Hawaii law, the Seller is obligated and hereby agrees to give a written disclosure statement to a Buyer containing any fact, defect, or condition, past or present, that would be expected to measurably affect the value of the Property to a reasonable person. Such disclosure statement shall be prepared in good faith and with due care and shall disclose all material facts relating to the Property that: (i) are within Seller's knowledge or control; (ii) can be observed from visible, accessible areas; or (iii) are required by Section 508D-15 of the Hawaii Revised Statutes.
- Section 508D-15 of the Hawaii Revised Statutes provides that when the Property lies: (i) within the boundaries of a special flood hazard area as officially designated on Flood Insurance Administration maps promulgated by the appropriate Federal agencies for the purposes of determining eligibility for emergency flood insurance programs; (ii) within the boundaries of the noise exposure area shown on maps prepared by the Department of Transportation in accordance with Federal Aviation Regulation Part 150-Airport Noise Compatibility Planning (14 Code of Federal Regulations Part 150) for any public airport; (iii) within the boundaries of the Air Installation Compatibility Use Zone of any Air Force, Army, Navy or Marine Corps airport as officially designated by military authorities; or (iv) within the anticipated inundation areas designated on the Department of Defense's Civil Defense Tsunami Inundation Maps; subject to the availability of maps that designate the four areas by tax map key, SELLER must include this information in the disclosure statement.
- Seller understands that purposely or negligently failing to comply with this disclosure law may result in liability for damages. Seller further understands that if a written disclosure statement is not provided, or if inspection of the Property by a third party reveals facts inconsistent with or contradictory to Seller's disclosure statement, Hawaii law requires that Brokerage Firm disclose those facts to Seller, Buyer and Buyer's agent. This obligation of disclosure limits Brokerage Firm's agency duty of confidentiality. Seller also understands that if, after Seller's disclosure statement has been delivered to Buyer and prior to closing, Seller becomes aware of information which was not previously disclosed or which makes any statement in the disclosure statement inaccurate and said information directly, substantially, and adversely affects the value of the Property, then Seller shall provide an amended disclosure statement, in writing, to Buyer within ten (10) days after the discovery and in no event later than twelve noon on the last business day prior to the recorded sale of the Property.

BROKER'S INITIALS & DATE

11/19/2012

SELLER'S INITIALS & DATE

- (h) **Leasehold Disclosure.** If the Property is leasehold, Seller agrees to provide, at Seller's expense, a current leasehold disclosure as required by Hawaii State law. Seller authorizes Brokerage Firm to order such a disclosure from a qualified professional, if such professional service is available.
 - (i) **Costs.** Seller shall pay the following costs, if incurred: (1) customary closing costs; (2) Seller's legal fees; (3) fees for expert or specialized services; (4) costs of homeowner association documents; and (5) any other costs agreed to by Seller.
 - (j) **Prospects From Prior Listings.** When signing this Listing Contract, Seller shall deliver to Brokerage Firm a copy of any prospect list given to Seller from any earlier listing with another brokerage firm. If another brokerage firm earns a commission because of a sale to any prospect on such a list, Seller will not be obligated to pay current Brokerage Firm any commission.
13. **SELLER'S AUTHORIZATIONS:**
- (a) **Other Brokerage Firms.** Seller authorizes Brokerage Firm to cooperate and share commissions with other brokerage firms.
 - (b) **Other Clients.** Brokerage Firm may have agreements with other Sellers to market and sell their property. Seller agrees, consents and waives any objections should Broker show alternative properties not owned by Seller to prospective Buyers and list other properties for sale.
 - (c) **Release of Information.** (1) Seller authorizes Brokerage Firm and Escrow to obtain any information regarding mortgage balances, lease rents, maintenance fees, property management, collection accounts, property taxes or like items. This information may be provided to any prospective Buyer. (2) Seller hereby consents to publication of listing and other data in the MLS and to the use of this information for market studies, service to the public, and advice to clients or customers. Seller understands that Brokerage Firm is obligated to comply with all applicable MLS rules. MLS rules allow MLS data to be made available by the MLS to additional public Internet sites unless Brokerage Firm gives the MLS instructions to the contrary.
14. **SELLER'S AFFIRMATIONS:**
- (a) **Property Information.** To the best of Seller's knowledge, the information on EXHIBIT A is correct. If any information on EXHIBIT A is known to Seller to be incorrect or incomplete, Seller shall be fully responsible for any actions and costs to cure.
 - (b) **Fair Housing Laws.** Seller understands that it is illegal to discriminate against prospective Buyers on the basis of race, sex, including gender identity or expression, sexual orientation, color, religion, marital status, familial status, ancestry, disability, age, or human immunodeficiency virus infection.
 - (c) **Mediation and Arbitration.** If any dispute or claim in law or equity arises out of this Contract, and the parties are unable to resolve the dispute, Seller agrees to attempt in good faith to settle such dispute or claim by non-binding mediation through the Local Board of REALTORS® or, in the event the Local Board of REALTORS® does not provide mediation services, then through a mutually agreed upon mediator. If the mediation is not successful, then Seller will consider arbitration and may seek legal counsel to make this determination. It is understood that if both parties are involuntarily named as defendants in a lawsuit by a third party in any matter arising out of this Agreement, this paragraph shall no longer be binding on either party.
15. **Foreign Investment in Real Property Tax Act (FIRPTA): Withholding Required If Seller Is A Foreign Person.** Under the Internal Revenue Code, if Seller is a foreign person or entity (non-resident alien, corporation, partnership, trust or estate), then Buyer is generally required to withhold a specified percentage of the "amount realized" by Seller on the sale of the Property and forward the amount with the appropriate Internal Revenue Service ("IRS") form to the IRS. Such withholding may not be required if Seller obtains and provides Buyer with an authorized exemption or waiver from withholding. **Seller must complete the authorized exemption or waiver form, or Escrow will withhold/collect from Seller the required amount at closing and forward it to the IRS.**
16. **Hawaii Real Property Tax Act (HARPTA): Withholding Required If Seller Is A Non-Resident Of The State Of Hawaii.** Under Hawaii law, if Seller is a non-resident person or entity (corporation, partnership, trust or estate) of the State of Hawaii, Buyer must withhold a specified percentage of the "amount realized" by Seller on the sale of the Property and forward the amount with the appropriate form to the State Department of Taxation. Such withholding may not be required if Seller obtains and provides Buyer with an authorized exemption or waiver from withholding. **Seller must complete the authorized exemption or waiver form, or Escrow will withhold/collect from Seller the required amount at closing and forward it to the State Department of Taxation.**
17. **CONFLICT IN TERMS:** Any handwritten word in this Listing Contract prevails over any typed or printed word. Any typed word prevails over any printed word. Any special term prevails over any standard term.
18. **INDEMNIFICATION:** Seller agrees to indemnify, defend and hold Brokerage Firm harmless from all claims, disputes, litigation, judgments, and attorney's fees arising from any fraud, misrepresentation of fact or failure to disclose any material fact by Seller.
19. **ADDITIONAL TERMS:** The following Addendums are made part of this contract: 1) Distressed Property Addendum to the Listing Agreement, 2) RAM Inc addendum to Listing Agreement

Seller acknowledges that Seller has read, understands, and accepts this Agreement. Seller represents that if Seller is a trust, corporation, partnership, or other legal entity, the person signing below has the authority to sign on behalf of Seller.

11/19/2012		Saraih Tanabe
Date	Signature	Name (print or type)
	190 Hauoli Road, #210, Maalaea, HI 96793	344-2132
	Address	Phone
Date	Signature	Name (print or type)
Windermere Valley Isle Properties	Address 808-872-2462	By: _____ Date
Brokerage Firm	Phone	Principal Broker or Broker-in-Charge

Seller acknowledges receipt of a complete copy of this Listing Contract and attached Exhibit A (Property Information). _____
SELLER'S INITIALS

NOTE: THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language, but there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES, AS AMENDED. This means that the Hawaii Association of REALTORS® is not liable to any Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to see their own attorneys about Chapter 487A (and other laws that may apply).



DISTRESSED PROPERTY ADDENDUM TO EXCLUSIVE RIGHT-TO-SELL LISTING CONTRACT
Hawaii Association of REALTORS® Standard Form
Revised 7/12 For Release 11/12



COPYRIGHT AND TRADEMARK NOTICE: This copyrighted Hawaii Association of REALTORS® Standard Form is licensed for use by the entire real estate industry on condition that there shall be no alteration of the printed portions, pagination, or paragraph numbers or breaks. The use of this form is not intended to identify the real estate licensee as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to its Code of Ethics.

Distressed Property Addendum is made a part of Exclusive Right-to-Sell Listing Contract:

Property Reference or Address: 190 Hauoli Road, Apt 210, Maalaea, HI 96793

Tax Map Key: Div. 2 /Zone 3 /Sec. 8 /Plat 14 /Parcel 11 /CPR 28 (if applicable).

Definitions:

The term "Distressed Property" is defined by Hawaii's Mortgage Rescue Fraud Prevention Act ("the Act") as follows:

Any residential real property that:

- (1) Is in foreclosure or at risk of foreclosure because payment of any loan that is secured by the residential real property is more than sixty days delinquent;
- (2) Had a lien or encumbrance charged against it because of nonpayment of any taxes, lease assessments, association fees, or maintenance fees;
- (3) Is at risk of having a lien or encumbrance charged against it because the payments of any taxes, lease assessments, association fees, or maintenance fees are more than ninety days delinquent;
- (4) Secures a loan for which a notice of default has been given; or
- (5) Secures a loan that has been accelerated.

The term "Distressed Property Consultant" is defined by the Act as follows:

Any person who performs or makes any solicitation, representation, or offer to perform any of the following relating to a Distressed Property:

- (1) Stop or postpone the foreclosure sale or loss of any Distressed Property due to the nonpayment of any loan that is secured by the Distressed Property;
- (2) Stop or postpone the charging of any lien or encumbrance against any Distressed Property or eliminate any lien or encumbrance charged against any Distressed Property for the nonpayment of any taxes, lease assessments, association fees, or maintenance fees;
- (3) Obtain any forbearance from any beneficiary or mortgagee, or relief with respect to a tax sale of the property;
- (4) Assist the owner to exercise any cure of default arising under Hawaii law;
- (5) Obtain any extension of the period within which the owner may reinstate the owner's rights with respect to the property;
- (6) Obtain any waiver of an acceleration clause contained in any promissory note or contract secured by a mortgage on a Distressed Property or contained in the mortgage;
- (7) Assist the owner in foreclosure, loan default, or post-tax sale redemption period to obtain a loan or advance of funds;
- (8) Avoid or ameliorate the impairment of the owner's credit resulting from the recording or filing of a notice of default or the conduct of a foreclosure sale or tax sale; or
- (9) Save the owner's residence from foreclosure or loss of home due to nonpayment of taxes.

The term "Distressed Property Conveyance" is defined by the Act as follows:

The transfer of any interest in a Distressed Property effected directly or indirectly by or through a Distressed Property Consultant.

The term "Distressed Property Conveyance Contract" is defined by the Act as follows:

Any agreement or obligation affecting a Distressed Property Conveyance.

The term "Distressed Property Purchaser" is defined by the Act as follows:

Any person who acquires any interest in a Distressed Property directly or indirectly through a Distressed Property Conveyance or Distressed Property Conveyance Contract.

1. **Professional Advice:** Seller understands that the sale of a Distressed Property can have serious legal, cash and credit consequences, and may lead to taxable income and other adverse tax consequences to Seller. Should the Property be, or become at any time during the term of the Exclusive Right-to-Sell Listing Contract or any applicable protection period, a Distressed Property, Seller has been advised to obtain advice from a licensed Hawaii attorney, Certified Public Accountant and other experts. Seller has been notified that there are options involving a Distressed

BROKER'S INITIALS & DATE

11/19/2012

SELLER'S INITIALS & DATE



Property sale that Seller may wish to explore with these professionals, such as, but not limited to: foreclosure, voluntary deed in lieu of foreclosure, bankruptcy, refinancing, loan modification agreements, etc.

2. **Seller's Obligation: Seller hereby agrees to notify Brokerage Firm immediately if the Property is, or at any time during the term of the Exclusive Right-to-Sell Listing Contract becomes, a Distressed Property and/or Seller uses, hires or retains a Distressed Property Consultant.** Should Seller fail to so notify Brokerage Firm, Seller shall indemnify and hold Brokerage Firm harmless from any claims arising therefrom or related thereto.
3. **Distressed Property Addendum to Purchase Contract:** Seller agrees to use the Distressed Property Addendum to the Purchase Contract, which has been attached for reference, with any Purchase Contract in which Seller engages during the term of the Exclusive Right-to-Sell Listing Contract, or any applicable protection period, should the Property be, or become, a Distressed Property.
4. **Distressed Property Purchase Contract:** (i) Should the Property be, or should the Property become during the term of the Exclusive Right-to-Sell Listing Contract, a Distressed Property, and (ii) should Seller retain the services of a Distressed Property Consultant, Seller understands that Hawaii law requires that a Distressed Property Purchase Contract be used in the case of a Distressed Property Conveyance.
5. **Brokerage Firm Liability:** Seller understands and agrees that Brokerage Firm shall not be liable for any loss, damage or harm to Seller resulting from any communication between Seller or Seller's Distressed Property Consultant and any lien holder, lien holder's rejection of the Purchase Contract terms or conditions, the imposition of additional requirements on Seller, the failure of lien holders to act in a timely manner, or lien holders proceeding with foreclosure.

Seller **Sarah Tanabe** 11/19/2012 Windermere Valley Isle Properties
Date Brokerage Firm

Title Seller

Seller _____ Date _____ Principal Broker or Broker-in-Charge _____ Date _____

Title _____

NOTE: THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language. But there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES, AS AMENDED. This means that the Hawaii Association of REALTORS® is not liable to any Buyer, Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to see their own attorneys about Chapter 487A (and other laws that may apply).



SELLER'S REAL PROPERTY DISCLOSURE STATEMENT
Hawaii Association of REALTORS® Standard Form
Revised 12/09 (NC) For Release 11/12



COPYRIGHT AND TRADEMARK NOTICE: This copyrighted Hawaii Association of REALTORS® Standard Form is licensed for use by the entire real estate industry on condition that there shall be no alteration of the printed portions, pagination, or paragraph numbers or breaks. The use of this form is not intended to identify the real estate licensee as a REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the National Association of REALTORS® and who subscribe to its Code of Ethics.

Information Obtained from Public Records
(May Be Completed by Listing Broker)

Seller(s) Name(s) (All on Title): Saraih Tanabe
 Property Reference or Address: 190 Hauoli Road, Apt 210, Maalaea, HI 96793
 Tax Map Key: Div. 2 /Zone 3 /Sec. 8 /Plat 14 /Parcel 11 /CPR 28 (if applicable).
 County Zoning: A-2 State Land Use Designation: _____ [] Fee Simple [] Leasehold
 Licensee: Leslene K. Lopez Brokerage Firm: Windermere Valley Isle Properties

Purpose of Disclosure Statement: Pursuant to Hawaii Revised Statutes, Chapter 508D (for residential real property), and under common law (for all other real estate transactions, including the sale of vacant land) a seller of residential real property is obligated to fully and accurately disclose in writing to a buyer all "material facts" concerning the property. **"Material facts" are defined as "any fact, defect, or condition, past or present, that would be expected to measurably affect the value to a reasonable person of the residential real property being offered for sale."** This Disclosure Statement is intended to assist Seller in organizing and presenting all material facts concerning the Property. It is very important that Seller exercise due care in preparing responses to questions posed in the Disclosure Statement, and that all responses are made in good faith, are truthful and complete to the best of Seller's knowledge. Seller's agent, Buyer and Buyer's agent may rely upon Seller's disclosures. SELLER MAY WISH TO OBTAIN PROFESSIONAL ADVICE AND/OR HAVE AN EXPERT INSPECT PROPERTY PRIOR TO PREPARING DISCLOSURE.

MUST BE COMPLETED BY SELLER ONLY

Seller's Statement: This is a statement concerning information relating to the condition of Property that: (i) is within the knowledge or control of Seller; (ii) can be observed from visible, accessible areas; or (iii) which is required by Section 508D-4.5 and 508D-15, Hawaii Revised Statutes. Seller may not be aware of problems affecting Property, and there may be material facts of which Seller is not aware that qualified experts may be able to discover or time may reveal. Unless Buyer has been otherwise specifically advised, Seller has not conducted any inspections of generally inaccessible areas of Property. BUYER SHOULD TAKE CARE TO PROTECT BUYER'S OWN INTEREST BY OBTAINING PROFESSIONAL ADVICE AND BY CONDUCTING THOROUGH INSPECTIONS AND OBTAINING EXPERT HELP IN EVALUATING PROPERTY AND BY OBTAINING BUYER'S OWN PUBLIC RECORDS. The statements made below are made by Seller and are not statements or representations of Seller's agent. The Disclosure Statement and the disclosures made by Seller are provided exclusively to Buyers involved in this transaction only, and do not apply to any subsequent sales not involving this Seller.

THIS DISCLOSURE STATEMENT IS NOT A WARRANTY OF ANY KIND BY SELLER OR BY ANY AGENT REPRESENTING SELLER AND IS NOT A SUBSTITUTE FOR ANY EXPERT INSPECTION, PROFESSIONAL ADVICE, OR WARRANTY THAT BUYER MAY WISH TO OBTAIN.

If not presently owner occupied, date of Seller's last visit _____ .

General Instructions to Seller: (1) Answer ALL questions. (2) If checked or answered yes, explain all material facts known to you in Section I. (3) If additional space is needed to explain material facts, attach additional pages and sign/date at the bottom. (4) Each property/dwelling/structure shall have its own Disclosure. (5) NTMK means NOT TO MY KNOWLEDGE. (6) NA means NOT APPLICABLE and cannot be answered by "Yes," "No" or "NTMK."

A. DEFECTS OR REPAIRS (Past or present): Check items listed below if you are aware of any past or present defects or repairs. If checked, use the same number and describe in Section I.

- | | | |
|--|---|--|
| (1) [<input type="checkbox"/>] Appliances | (12) [<input type="checkbox"/>] Fire Sprinkler System | (23) [<input type="checkbox"/>] Smoke Detectors |
| (2) [<input type="checkbox"/>] Bathtubs/showers/Basins/Toilets | (13) [<input type="checkbox"/>] Fireplace/Chimney | (24) [<input type="checkbox"/>] Solar/Water/Electric Systems |
| (3) [<input type="checkbox"/>] Ceilings | (14) [<input type="checkbox"/>] Floors/Floor Coverings | (25) [<input type="checkbox"/>] Spa/Hot Tub/Sauna |
| (4) [<input type="checkbox"/>] Ceiling Fans | (15) [<input type="checkbox"/>] Foundations/Slabs | (26) [<input type="checkbox"/>] Swimming Pool |
| (5) [<input type="checkbox"/>] Central Vacuum Systems | (16) [<input type="checkbox"/>] Gutters | (27) [<input type="checkbox"/>] Walkways |
| (6) [<input type="checkbox"/>] Counters/Cabinets | (17) [<input type="checkbox"/>] Heating/Ventilating/Cooling | (28) [<input type="checkbox"/>] Walls Exterior |
| (7) [<input type="checkbox"/>] Decking/Railings/Lanai | (18) [<input type="checkbox"/>] Lawn Sprinkler System | (29) [<input type="checkbox"/>] Walls Interior |
| (8) [<input type="checkbox"/>] Doors/Door Bells/Garage Door | (19) [<input type="checkbox"/>] Plumbing | (30) [<input type="checkbox"/>] Water Features |
| (9) [<input type="checkbox"/>] Driveways | (20) [<input type="checkbox"/>] Roofs | (31) [<input type="checkbox"/>] Water Heater |
| (10) [<input type="checkbox"/>] Electric Outlets/Switches/Lights | (21) [<input type="checkbox"/>] Security Systems | (32) [<input type="checkbox"/>] Windows/Jalousies/Skylights |
| (11) [<input type="checkbox"/>] Fences/Perimeter Walls | (22) [<input type="checkbox"/>] Sinks/Faucets | (33) [<input type="checkbox"/>] Other _____ |

BUYER'S INITIALS & DATE _____

SELLER'S INITIALS & DATE _____



B. GENERAL: Do any of the following conditions exist? If "yes", use the same number and describe in Section I.

- | | YES | NO | NTMK | NA | |
|------|-----|-----|------|-----|--|
| 34) | [] | [] | [] | [] |] Does any other party have an unrecorded interest in this Property and/or a say in its disposition? |
| 35) | [] | [] | [] | [] |] Are there any lawsuits or foreclosure actions affecting this Property? |
| 36) | [] | [] | [] | [] |] Are there any easements affecting this Property? |
| 37) | [] | [] | [] | [] |] Are there any roadways, driveways, walls, fences, and/or other improvements which are shared with adjoining land owners? |
| 38) | [] | [] | [] | [] |] Are there any known encroachments? |
| 39) | [] | [] | [] | [] |] Are there any written agreements concerning items 36, 37 or 38? |
| 40) | [] | [] | [] | [] |] Have there ever been substances, materials, or products which may be an environmental hazard such as, but not limited to, asbestos, formaldehyde, radon gas, lead-based paint, fuel or chemical storage tanks, contaminated soil or water? |
| 41) | [] | [] | [] | [] |] Is there filled land on this Property? |
| 42) | [] | [] | [] | [] |] Has there ever been any settling or slippage, sliding, subsidence, or other soil problem? |
| 43) | [] | [] | [] | [] |] Has there ever been any drainage, water infiltration, seepage, flooding, or grading problems? |
| 44) | [] | [] | [] | [] |] Are there any violations of government regulations/ordinances related to this Property? |
| 44a) | [] | [] | [] | [] |] (a) Are there any zoning or setback violations and/or citations? |
| 44b) | [] | [] | [] | [] |] (b) Are there any nonconforming uses or restrictions on rebuilding? |
| 45) | [] | [] | [] | [] |] Is the Property currently rented? |
| 45a) | [] | [] | [] | [] |] (a) Is there a written Rental Agreement? |
| 46) | [] | [] | [] | [] |] Is the Property subject to any recorded or unrecorded land lease (e.g. Pasture lease, sandwich lease)? |
| 46a) | [] | [] | [] | [] |] (a) If yes, are there any violations of the land leases? |
| 47) | [] | [] | [] | [] |] Is the Property licensed for any transient accommodations (e.g. TVR, B&B)? |
| 47a) | [] | [] | [] | [] |] (a) If yes, are there any periodic re-licensing requirements? |
| 47b) | [] | [] | [] | [] |] (b) Are there any violations of the license? |
| 48) | [] | [] | [] | [] |] Is this Property subject to Covenants, Conditions and Restrictions (CC&Rs)? |
| 48a) | [] | [] | [] | [] |] (a) Are there any violations of the Covenants, Conditions and Restrictions covering this Property? |
| 49) | [] | [] | [] | [] |] Is there any damage caused by tree roots? |
| 50) | [] | [] | [] | [] |] Is the Property located in a Special Management Area? |
| 51) | [] | [] | [] | [] |] Is this Property located in a geothermal subzone or near a geothermal facility? |
| 52) | [] | [] | [] | [] |] Is the Property located in a tsunami evacuation zone? |
| 53) | [] | [] | [] | [] |] Is the Property located in a Special Flood Hazard Area based on FEMA's Flood Insurance Rate Maps? |
| 54) | [] | [] | [] | [] |] Is the Property located in volcanic hazard Zone 1 or 2? (Only applicable to Island of Hawaii) |
| 55) | [] | [] | [] | [] |] Is there any existing or past damage to the Property or any of the structures from earthquake, fire, flooding, landslides, falling rocks, tsunami, volcanic activity, or wind? |
| 56) | [] | [] | [] | [] |] Is the Property subject to excessive air pollution? (e.g., "VOG") |
| 57) | [] | [] | [] | [] |] Are you aware of any adverse conditions existing in this general neighborhood/area (e.g., pesticides, soil problems, irrigation, odors etc.)? |
| 58) | [] | [] | [] | [] |] Is the Property exposed to other types of recurring excessive noise (e.g., night club, school, street traffic, animals (e.g. coqui frogs, birds, barking dogs etc.)?) |
| 59) | [] | [] | [] | [] |] Is there any wildlife refuge or sanctuary in the neighborhood/area? |
| 60) | [] | [] | [] | [] |] Are there any additional facts regarding the Property or neighborhood (e.g., history of homicide, felony, or suicide, pending development in the area, road widening projects, zoning changes; etc.)? |
| 61) | [] | [] | [] | [] |] Is the Property located in the regular path of aircraft and does it experience regular excessive aircraft noise? |
| 62) | [] | [] | [] | [] |] Is the Property located within the boundaries of the Air Installation Compatibility Use Zone of any Air Force, Army, Navy, or Marine Corps airport as officially designated by military authorities? |
| 63) | [] | [] | [] | [] |] Are you aware of the presence of or removal of unexploded military ordnance in this general area? |
| 64) | [] | [] | [] | [] |] Is access to the Property restricted? |
| | | | | | → [] Private Road [] By easement [] Other |

C. IMPROVEMENTS: Do any of the following conditions exist? If "yes", use the same number and describe in Section I.

- | | YES | NO | NTMK | NA | |
|------|-----|-----|------|-----|--|
| 65) | [] | [] | [] | [] |] Were any improvements, additions, structural modifications or alterations built without building permits, association design committee or other governmental approvals? |
| 66) | [] | [] | [] | [] |] Were any of the building permits not finalized (closed) by the permitting agency? |
| 67) | [] | [] | [] | [] |] Were any of the improvements to this Property built under an owner-builder permit? |
| 67a) | | | | | → (a) Date of Completion of the improvements covered under the owner-builder permit: _____ |
| 68) | [] | [] | [] | [] |] Is the Seller/Builder a licensed contractor who is providing warranties? |
| 69) | [] | [] | [] | [] |] Have you given any release or waiver of liability, or release from a warranty to any government agency, contractor, engineer, architect, land surveyor, or landscape architect, for any defect, mistake, or omission in the design or construction of this Property? |
| 70) | [] | [] | [] | [] |] Has the roof been repaired or replaced? |
| 70a) | | | | | → (a) When and by whom? _____ |
| 70b) | | | | | → (b) What is the age of the roof? _____ |
| 70c) | [] | [] | [] | [] |] Are there any transferable warranties? |

BUYER'S INITIALS & DATE

SELLER'S INITIALS & DATE

- | | YES | NO | NTMK | NA | |
|------|-----|-----|------|-----|--|
| 71) | [] | [] | [] | [] | Has there ever been any sign of mold, mildew and/or fungus? |
| 72) | [] | [] | [] | [] | Has there been any sign of, or are you aware of any pest problems (e.g., roaches, fleas, bedbugs, mites, ticks, ants, rats, etc.)? |
| 73) | [] | [] | [] | [] | Is there any presence of wood destroying organisms (e.g., termites, powder post beetles, dry rot, carpenter ants, etc.) in the improvements? |
| 73a) | [] | [] | [] | [] | (a) Is there any known damage to the improvements caused by wood destroying organisms? |
| 73b) | [] | [] | [] | [] | (b) Has the problem been treated? |
| 73c) | [] | [] | [] | [] | (c) Has the damage been repaired? |
| 74) | [] | [] | [] | [] | Has there been any termite treatment? List type and date. _____ |
| 74a) | [] | [] | [] | [] | (a) Are there any warranties? List type and expiration dates. _____ |
| 75) | [] | [] | [] | [] | Is there any structural damage due to dry rot or other wood destroying organisms? |

D. ASSOCIATIONS: Do any of the following conditions exist? If "yes", use the same number and describe in Section I.

- | | YES | NO | NTMK | NA | |
|------|--|-----|------|-----|---|
| 76) | [] | [] | [] | [] | Is the Property part of a Condominium Property Regime (CPR)? |
| 77) | [] | [] | [] | [] | Are there any "common area" facilities (such as pools, tennis courts, walkways, or other areas) co-owned in undivided interest with others? |
| 78) | [] | [] | [] | [] | Is the Property subject to a Homeowners' and/or Community Association or any other Association? |
| 78a) | [] | [] | [] | [] | (a) Is membership mandatory? |
| 78b) | → (b) If yes, what are the fees and payments? _____ | | | | |
| 78c) | → (c) What is included in the fees and payments? _____ | | | | |
| 78d) | [] | [] | [] | [] | (d) Are you aware of future maintenance fee increases, special assessments, association loans or pending litigation for or against your Association(s)? |

E. UTILITIES: Complete and describe problems, if any, in Section I.

- 79) What is your source of water supply?
- a) [] Public [] Private
 Is this Property separately metered? [] Yes [] No
 Is this a submeter? [] Yes [] No
 Is there a shared water supply? [] Yes [] No
- b) [] Catchment: Tank type _____ Capacity _____ Age _____ Condition _____
- c) [] Other _____
- 80) What type of waste water/sewage system do you have?
- a) [] Public Sewer [] Private Sewer [] Connected? [] Yes [] No
 If not, is connection currently required? [] Yes [] No
 Is there a separate sewer fee? [] Yes [] No Amount of current sewer fee _____
- b) [] Cesspool [] Septic System [] Individual Sewage Treatment Plant [] Abandoned septic or cesspool
 Location _____
 Last Pumped _____ How Often? _____
- c) Does the cesspool serve more than one dwelling or living unit (A "dwelling" or "living unit" is defined as having its own kitchen/food preparation area, bathroom and sleeping/living area), including "ohana" units? [] Yes [] No
- 81) What is your source of electrical power?
 [] Public [] Other: _____
- a) Is the Property subject to Special Subdivision Project Provision (SSPP) connection fees? [] Yes [] No
- b) Hawaii law requires Sellers who pay their electricity bills directly to make a good faith declaration of electricity costs based upon the most recent three-month period that the property was occupied. In this context, please answer the following:
 Do you pay your electrical utility bill directly? [] Yes [] No
 If yes, please state the amount you paid for electricity for the most recent three-month period that the property was occupied.
 Mon/Yr: _____ Amount: _____ Mon/Yr: _____ Amount: _____ Mon/Yr: _____ Amount: _____
 Buyer's actual electricity costs may vary substantially.
- 82) Gas: [] Piped [] Tank [] None
- 83) Telephone Service: [] Yes [] No [] Only party line
- 84) Television Cable Service: [] Yes [] No [] Not available [] Other TV Service
- 85) Broadband Internet [] DSL [] Cable [] None [] Other

F. CONDO SPECIFIC: Do any of the following conditions exist? If "yes", use the same number and describe in Section I.

- | | YES | NO | NTMK | NA | |
|------|--|-----|------|-----|---|
| 86) | [] | [] | [] | [] | Does this unit include parking? If yes, how many? _____ |
| 86a) | [] | [] | [] | [] | (a) [] Assigned [] Unassigned |
| 86b) | → (b) [] Covered [] Partial [] Uncovered [] Private Garage [] Carport | | | | |
| 86c) | → (c) [] Standard [] Compact [] Tandem | | | | |

BUYER'S INITIALS & DATE

SELLER'S INITIALS & DATE



RECEIPT OF SELLER'S REAL PROPERTY DISCLOSURE STATEMENT



Hawaii Association of REALTORS® Standard Form Revised 4/10 (NC) For Release 11/12

COPYRIGHT AND TRADEMARK NOTICE: This copyrighted Hawaii Association of REALTORS® Standard Form is licensed for use by the entire real estate industry on condition that there shall be no alteration of the printed portions, pagination, or paragraph numbers or breaks.

Property Reference or Address: 190 Hauoli Road, Apt 210, Maalaea, HI 96793

Tax Map Key: Div. 2 /Zone 3 /Sec. 8 /Plat 14 /Parcel 11 /CPR 28 (if applicable).

By signing below, Buyer hereby acknowledges and agrees that Buyer has received a copy of Seller's Real Property Disclosure Statement dated: and prepared by: for the above referenced property.

Buyer further understands that:

- 1. The Seller's Real Property Disclosure Statement was prepared in good faith and with due care by Seller. Buyer may wish to obtain professional advice and/or inspections on the Property within the time frames of the Purchase Contract as agreed to by Buyer and Seller. Unless Buyer has been otherwise advised, Seller has not conducted any inspection of generally inaccessible areas of the Property. There may be material facts of which Seller is not aware which qualified experts may be able to discover or latent or hidden defects which time may reveal. The disclosures made by Seller are provided exclusively to Buyer involved in the Purchase Contract and do not apply to any subsequent sales not involving this Seller.
2. Responses cannot be considered to be substitutes for a careful inspection of the Property by Buyer and/or any inspections which Buyer may choose to obtain.
3. If "NTMK" is marked in response to any questions, Buyer recognizes that this does not mean there may not be a defect which an expert could discover or the passage of time would reveal. Likewise, Buyer recognizes that a problem may be more serious than Seller/Inspector knows.
4. The Seller's Real Property Disclosure Statement is not a warranty of any kind by Seller or by any Brokerage Firm.
5. Unless otherwise agreed in the Purchase Contract, as provided in HRS section 508D-5(b)(2), Buyer shall have fifteen (15) calendar days from the date of delivery of Seller's Real Property Disclosure Statement to rescind the Purchase Contract to purchase the Property. Such rescission must be made in writing and provided to Seller or Seller's Brokerage Firm. If timely written notice is provided, then all deposits made by Buyer shall be immediately returned to Buyer.
6. Hawaii law requires that Buyer sign a receipt of Seller's Real Property Disclosure Statement, a copy of which Buyer shall provide to Seller. Seller or Seller's Brokerage Firm shall retain said receipt for a period of three years. Failure to deliver the written notification to the Seller as provided above shall be deemed an acceptance of the Disclosure Statement.

BUYER DATE BUYER DATE

NOTE: THERE IS NO WARRANTY ON PLAIN LANGUAGE. An effort has been made to put this agreement into plain language. But there is no promise that it is in plain language. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII REVISED STATUTES, AS AMENDED. This means that the Hawaii Association of REALTORS® is not liable to any Buyer, Seller, or other person who uses this form for any damages or penalty because of any violation of Chapter 487A. People are cautioned to see their own attorneys about Chapter 487A (and other laws that may apply).





"EXHIBIT A"

Multiple Listing Service for
REALTORS® Association Of Maui, Inc.
CONDOMINIUM DATA FORM

MLS# _____

(1) Class
 CO

Address: **190 Hauoli St., #2**

All fields marked with an asterisk (*) and **Bold Text** are required. (**) fields are required based on other entries. (***) fields may not be available based on other entries.

(Select One Only) *TYPE <input checked="" type="checkbox"/> Condo <input type="checkbox"/> Co-Op <input type="checkbox"/> PUD	*DISTRICT: <u>Maalaea</u> *List Price: <u>\$388,000.00</u> *Land Tenure: <input checked="" type="checkbox"/> FS <input type="checkbox"/> LH <input type="checkbox"/> LH-FA (**Fee Price is required if LH-FA) *Building Name: <u>Maalaea Banyans</u> *Unit #: <u>210</u> *Waterfront Unit: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Public Report #: _____ *ADDRESS: <u>190</u> <u>Hauoli Street, #210</u> <small>St. # St. Dir. *Street Name</small> City: <u>Maalaea</u> State: <u>HI</u> *Zip: <u>96793</u>	*STATUS <input checked="" type="checkbox"/> Active <input type="checkbox"/> Contingent w/Release <input type="checkbox"/> Contingent Pending CXL <input type="checkbox"/> Pending Cont. to Show <input type="checkbox"/> Pending Do Not Show <input type="checkbox"/> Sold <input type="checkbox"/> Expired <input type="checkbox"/> Temporarily Off Market <input type="checkbox"/> Canceled
--	--	---

SELECT ONE UNDER EACH OF THE FOLLOWING KEYWORDS:

KEYWORDS	*Listing Agreement <input checked="" type="checkbox"/> Exclusive Right To Sell <input type="checkbox"/> Exclusive Agency <input type="checkbox"/> Limited Service <input type="checkbox"/> MLS Only	*VOW Include <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No *VOW Address <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	*VOW Comment <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No *VOW AVM <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	* Permission to Advertise RAM Website <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	* Permission to Advertise RAM Vendor Website <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	* Permission to Advertise Member Site <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	* Waterfront <input type="checkbox"/> Beachfront <input checked="" type="checkbox"/> Oceanfront <input type="checkbox"/> Across Street from Ocean <input type="checkbox"/> None	* View <input type="checkbox"/> Mtn/Ocean <input checked="" type="checkbox"/> Ocean <input type="checkbox"/> Mountain <input type="checkbox"/> Golf Course <input type="checkbox"/> Garden View <input type="checkbox"/> Other
**REO Bank Owned <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		*Potential Short Sale <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No						

AGENT / OFFICE	*Listing Agent: <u>Leslene K. Lopez</u> *Office: <u>Windermere Valley Isle Properties</u> Co-Listing Agent: _____ Office 2: _____ *Coop Broker Comp %: <u>3.000</u> Seller Pays GET (Y/N): <u>N</u> Sub Agency Offered (Y/N): _____ *MLS Load Stock Photo (Y/N): <u>N</u> (<i>Photo of building will be uploaded if Y is selected</i>) Short Term Rental Allowed (Y/N): <u>Y</u> Source Shrt Trm Rntl Info (<i>choose one</i>): <input type="checkbox"/> Condo Assoc <input type="checkbox"/> Condo Book <input type="checkbox"/> County Records <input type="checkbox"/> Owner <input type="checkbox"/> Res Mgr <input type="checkbox"/> Other *List Date: (MM/DD/YYYY) <u>11/19/2012</u> *Expiration Date: (MM/DD/YYYY) <u>11/19/2013</u>
-----------------------	---

The information, while deemed reliable, is not guaranteed

 Seller's Initials Date Seller's Initials Date Broker's Initials Date

"EXHIBIT A"

Multiple Listing Service for
REALTORS® Association Of Maui, Inc.
CONDOMINIUM DATA FORM

MLS# _____

(1) Class
CO

Address: 190 Hauoli St., #2

GENERAL	<p>*TMK Division: <u>2</u> (1) *TMK Zone: <u>3</u> (1) *TMK Section: <u>8</u> (1) *TMK Plat: <u>14</u> (3)</p> <p>*TMK Parcel: <u>11</u> (3) *TMK CPR: <u>28</u> (4)</p> <p>Land Area SQFT: <u>92783</u> *Land Area (Acres): <u>2.1300</u> (SQFT will calculate automatically based on Land Acres)</p> <p>Flood Zone (Y/N): _____ Subdivision: _____ (25)</p> <p>Neighborhood : <u>Maa1aea</u> (25) *New Developer Offering (Y/N): <u>N</u></p> <p>Virtual Tour: http:// _____</p> <p>Map Book Name: <input type="checkbox"/> Maui County Mapbook <input type="checkbox"/> Maui Road Map</p> <p>Map Pg#: _____ Map Grid (A-F): _____ Map Grid#: _____</p>
	<p>*Floor Level: <u>2</u> (2) *Number of Bedrooms: <u>1</u> *Number of Baths: <u>1</u> . _____</p> <p>*Living Area SQFT: <u>555</u> Year Built: <u>1979</u></p> <p>Uncovered Lanai/Deck(SQFT): _____ Covered Lanai/Deck(SQFT): <u>98</u></p> <p>Year Remodeled: <u>2007</u> **Garage (Y/N): <u>N</u></p> <p>Garage Parking (SQFT): _____ **Garage # of Cars: _____</p> <p>**Carport (Y/N): <u>N</u> Carport Parking (SQFT): _____</p> <p>**Carport # of Cars: _____ Uncovered # of Cars: _____ Tandem parking (Y/N): _____</p> <p>Pets Allowed (Y/N): _____ *Pool (Y/N): <u>Y</u></p> <p>*Pool Features:</p> <p><input checked="" type="checkbox"/> In-Ground <input type="checkbox"/> Above Ground <input type="checkbox"/> Heated <input type="checkbox"/> Sweep <input checked="" type="checkbox"/> Spa/Hot Tub <input type="checkbox"/> Lap</p> <p>Central A/C (Y/N): _____ Room A/C #: <u>2</u></p>
STRUCTURES	<p>Elementary School: _____ Intermediate School: _____</p> <p>High School: _____</p>
	<p>Lessor: _____ (25) **Current Month Lease Rent: _____</p> <p>**Reneg. Date: _____ **Expire Date Of Lease: _____</p> <p>Till Year: _____ Next Step-Up Mo. Rent: _____ Next Till Year: _____</p> <p>2nd Step-Up Mo Rent: _____ 2nd Till Year: _____</p> <p>Fee Price(\$): _____ Seller Financing (Y/N): _____</p> <p>*Monthly Maintenance Fee (\$): <u>392.84</u></p> <p>Association Dues (\$): _____ **Assoc. Dues Frequency: _____</p> <p>Association Manager: _____ (25)</p>
FINANCIAL	

The information, while deemed reliable, is not guaranteed

(1) Class
CO



"EXHIBIT A"
Multiple Listing Service for
REALTORS® Association Of Maui, Inc.
CONDOMINIUM DATA FORM

MLS# _____

Address: 190 Hauoli St., #2

REALTOR Remarks (4000 Characters Only) Unit is owner occupied. Morning showings are preferred (before 12 noon), but may be able to accommodate in the afternoon with advance notice. Piano and a few items are not included in furnishing. Inventory to be provided.

REMARKS

Multiple horizontal lines for entering remarks.

SOLD

Sale Terms: _____ Concessions: Yes – See REALTOR Remarks No
Contract Date: (MM/DD/YYYY) _____ *Closing Date: (MM/DD/YYYY) _____
Short Sale Yes No Sold Price: _____
Buyers Agent: _____ Buyers Broker: _____
Co-Buyers Agent: _____ Buyers Broker 2: _____

The information, while deemed reliable, is not guaranteed

(1) Class
CO



“EXHIBIT A”
Multiple Listing Service for
REALTORS® Association Of Maui, Inc.
CONDOMINIUM DATA FORM

MLS# _____

Address: 190 Hauoli St., #2

Features: select all that apply

A. SHOWING

- Call Office & Go
- Key in Office
- Appointment Only
- Listor must be Present
- Less than 8 Hours Required
- 24 + Hours Notice Required
- 48 + Hours Notice Required
- Do Not Disturb Tenant
- Call Listor
- Lock Box
- Check with Front Desk

B. POOL

- In-Ground
- Above Ground
- Heated
- Sweep
- Spa/Hot Tub
- Lap

C. ADDITIONAL ROOMS

- Den/Study
- Dining Area
- Dining Room
- Eat-in Kitchen/Nook
- Family Room
- Laundry Room
- Loft
- Storage Room
- Work Space

D. INCLUDED

- Auto Garage Door Opener
- Blinds
- Book Shelves
- Security System
- Ceiling Fan(s)
- Chandelier/Swag Lamp
- Compactor
- Dishwasher
- Disposal
- Dryer
- Drapes
- Fireplace
- Furnished
- Home Warranty
- Intercom
- Inventory
- Kitchen Ware
- Linens
- Microwave
- Range
- Refrigerator
- Smoke/Heat Detector
- Solar Water Heating
- TV Antenna
- TV Cable
- Washing Machine

E. OTHER FEATURES

- Tennis Court
- Exercise Room
- Sauna
- Club House
- Bar-B-Que
- Putting Green
- Boat Dock
- Security Guard
- Party Room
- Extra Storage
- Community Laundry

F. HEATING

- Central
- Room
- Electric
- Gas
- Wood

G. STATE ZONING

- Urban
- Rural
- Agricultural
- Conservation

H. COUNTY ZONING

(Only select County Zoning if State Zoning-Urban has been selected above.)

- R-1 Residential
- R-2 Residential
- R-3 Residential
- R-O Zero Lot Line Res.
- Two Family Duplex
- A-1 Apartment District
- A-2 Apartment District
- H-1 Hotel District
- H-M Hotel District
- H-2 Hotel District
- Country Town Business
- B-1 Neighborhood Bus.
- B-2 Community Bus.
- B-3 Central Business
- B-R Resort Business
- M-1 Light Industrial
- M-2 Heavy Industrial
- Agricultural
- Public/Quasi-public
- Planned Development
- Kihei Research & Tech
- Civic Improvement Bus.
- Interim
- Project District

I. ADA-ENHANCED ACCESS.

- 1 Level
- Wide Door (min 32")
- Wide Hall (min 36")
- Bathroom Wheelchair Accessible
- Roll-in Shower
- Walk-in Shower
- Minimal Steps (no more than 2 steps in one location)
- Ramp
- Stair Lift or Elevator
- Kitchen Cabinets
- Caregiver Quarters
- Other Modifications

J. CONSTRUCTION DATA

- Concrete
- Double Wall
- Hollow Tile
- Single Wall
- Masonry
- Steel Frame
- Wood Frame

K. DESIGN AND STRUCTURE

- Basement
- Cluster
- High-Rise 4+ Stories
- Low-Rise 1 – 3 Stories
- Split Level
- Town House
- Walk Up

L. SUB STRUCTURE

- Basement
- Concrete Slab
- Hollow Tile
- Post and Pier

M. BASEMENT TYPE

- Full
- Partial
- Finished
- Unfinished

N. EXTERIOR FINISH

- Brick
- Hollow Tile
- Stone
- Stucco
- Vinyl
- Wood
- Masonite Siding

The information, while deemed reliable, is not guaranteed

“EXHIBIT A”

Multiple Listing Service for
REALTORS® Association Of Maui, Inc.
CONDOMINIUM DATA FORM

MLS# _____

(1) Class
CO

Address: 190 Hauoli St., #2

Features: select all that apply

O. ROOFING

- Aluminum/Steel
- Asphalt/Comp. Shingle
- Cedar Shake
- Corrugated Steel
- Monier Tile/Tile
- Pitch and Gravel
- Wood Shingles

P. FLOORING

- Stone/Concrete
- Carpet
- Wood
- Tile
- Vinyl

Q. UTILITIES TO SITE

- Catch Water
- County Water
- County Water Meter Installed
- Private Water
- No Water
- Alternative Electricity
- Overhead Electricity
- Underground Electricity
- No Electricity
- Telephone
- TV Cable

R. SEWER

- Cesspool
- Septic Tank
- Sewer County
- Sewer Private
- Sewer Fee
- Sewer Connected
- Sewer Not Connected

S. FINANCING

- Cash
- Conventional
- 1031 Exchange
- Adjustable Mortgage
- Agreement of Sale
- Assume
- Assumption Fee
- Fannie Mae
- Farmers Home
- FHA
- Hula Mae
- Interest Escalation
- Lease with Option
- Mortgage Not Assumable
- Open
- PMM 1st

- PMM 2nd
- Rewrite Mortgage
- Sub A/S
- Trade
- VA

T. EXISTING FINANCING

- 1st is Assumable
- 2nd is Assumable
- 2nd Mortgage
- Agreement of Sale
- A/S is Assumable
- ARM
- Conventional
- FMRA
- FHA
- Hula Mae
- Lease with Option
- None
- PMM
- Private Loan
- State Retirement System
- Sub A/S
- VA

U. MORTGAGE PAYMENT INCLUDES

- PI
- PIT
- PITI
- PMI/MIP
- Lease Rent
- Sewer Fee

V. OTHER MONTHLY FEES

- Maintenance Fees
- Lease Rent
- Associated Fee
- Marina Fee
- Assessment

W. OCCUPANCY

- Owner
- Tenant
- Vacant

X. POSSESSION

- Subject to Rental Lease
- Immediate
- Negotiable

Y. GENERAL LAND CLASS

- Improved Residential
- Unimproved Residential
- Apartment
- Hotel and Resort
- Commercial
- Industrial
- Agricultural
- Conservation
- Homeowner

Z. DISCLOSURE

- Licensed Owner
- Listor Owned
- Relative of Licensee
- Non-Resident Alien Owner
- Court Approval Required
- Pending Litigation
- Special Assessment
- Property Disc Statement
- Inactive Licensed Owner
- Call Listor
- Other

ZA. PASSENGER ELEVATOR

- None
- One
- Two
- Three or More

Authorized Broker's Signature _____

Date _____

Seller has reviewed this data for Accuracy Signature #1 _____

Date 11/19/2012

Sarah Tanabe

Seller #2 _____

Date _____

Entered by: Leslene K. Lopez Date 11/18/2012

The information, while deemed reliable, is not guaranteed

Listing Agreement Addendum

FOR PROPERTY LOCATED AT: 190 Hauoli Road, Apt 210, Maalaea, HI 96793

SELLER NAME(S): Saraih Tanabe

On June 3, 2008, the Hawaii Legislature enacted Act 137, the Mortgage Rescue Fraud Prevention Act. Under the provisions of this law, it is crucial that Windermere Real Estate have accurate information whether the Property listed qualifies as a "Distressed Property". Therefore, we require You, the Seller(s), to accurately and completely disclose the following for any listing of residential real property:

1. Is the Property in foreclosure or at risk of foreclosure because payment of any loan that is secured by the residential real property (i.e. mortgage loan, home equity line of credit or other secured lien) is delinquent more than sixty days?

YES NO

2. Is there now any lien or encumbrance against the property as a result of nonpayment of any taxes, lease assessments, association fees or maintenance fees?

YES NO

3. Is there any risk that a lien or encumbrance will be imposed on the Property because payment of any taxes, lease assessments, association fees or maintenance fees are now more than ninety days delinquent?

YES NO

4. Has any notice of default been given with respect to any mortgage that encumbers the property?

YES NO

5. Has any loan that encumbers the property been accelerated?

YES NO

By signing below, you confirm that your responses to these questions are true and accurate and acknowledge understanding that Windermere Maui Properties will rely on the accuracy of your responses in undertaking to list and sell the Property.

11/19/2012

Seller

Date

Seller

Date

Saraih Tanabe

