

EXHIBITS

1.) LEASES

- a. Unit Lease and Amendment to the Unit Lease**
- b. Robinson Lease and Amendments**
- c. Pioneer Mill Lease and Amendments**

2.) A GUIDE TO HAWAII'S RESIDENTIAL LEASEHOLD

(Contains glossary of commonly used terms)

**Published by: The State of Hawaii Housing Finance
and Development Corporation**

66- 6642

RECORDATION REQUESTED BY:

BANK OF HAWAII

COUNTY OF HAWAII
BUREAU OF RECORDS & DEEDS
HONOLULU, HAWAIIRECORDED
103 FEB 25 PM 3:55Certified to be a true and correct copy
of the original presented for record
MICHIKI ADACHI, Recorder

AFTER RECORDATION, RETURN TO:

BANK OF HAWAII

RETURN BY: MAIL () PICKUP ()

REQUESTER TO FILL ABOVE

SPACE ABOVE THIS LINE FOR REGISTRAR'S USE

TG

MAUI SANDS

APARTMENT SUBLEASE NO. 8

THIS INDENTURE OF SUBLEASE made this 4th day ofJanuary, 1966, by and between PENINSULA DEVELOPMENT-
HAWAII, INCORPORATED, a Washington corporation doing business at

Wailuku, Maui, State of Hawaii, hereinafter called "SUBLESSOR", and

MINI GEORGIA PENTE, a single woman, as Tenant by Severaltywhose residence and post office address is USAR Haw SpecialServices, Schofield Barracks, Honolulu, Hawaii

hereinafter called "SUBLESSEE",

W I T N E S S E T H :

That Sublessor, in consideration of the rent hereinafter reserved and of the covenants herein contained and on the part of the Sublessee to be observed and performed, does hereby demise and lease unto Sublessee and Sublessee does hereby accept and rent:

Apartment I-H, consisting of approximately 1,066 square feet, on the second floor of the building known as Building I, hereinafter referred to as the "Apartment Building", all as more fully described and shown on Condominium Map No. 35 on file in the Bureau of Conveyances and Condominium Map No. 14 as filed in the Land Court, in the horizontal property regime established by a Declaration filed by said Sublessor, filed in the Land Court of the State of Hawaii, as Document No. 364363, and also recorded in the Bureau of Conveyances in Liber 5076 at Page 212.

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Together with an undivided 1/36th interest in all general common elements in said horizontal property regime.

The land on which the apartment building is situated is described as follows:

FIRST: LOTS 2-A, area 9,050.0 square feet; 2-B, area 12,150.0 square feet; and 2-C, area 47,370.0 square feet, as shown on Map 2, on file in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1791 of Elizabeth Cockett-Robinson;

Together with Easement "A" forty (40.0) feet wide for road and utility purposes, as shown on Maps 1 and 2 of said Land Court Application No. 1791.

Being portions of the lands described in Transfer Certificate of Title No. 82,624, issued to Elizabeth Cockett Robinson.

SUBJECT, HOWEVER, to the following:

1. As to Easement "A" only, to a right in the nature of an easement, in favor of The County of Maui, for a pipe line over, under and across said Easement "A".

2. As to Lots 2-A and 2-C only, Easement B, in favor of Lot 3, as shown on Maps 1 and 2 of Land Court Application No. 1791.

The foregoing encumbrances are mentioned in said Transfer Certificate of Title No. 82,624.

SECOND: All that certain piece or parcel of land being a portion of the Ili of Moomuku, Lele 1 of Land Commission Award 11216, Apana 28 to M. Kekauonohi, situate at Moomuku, Honokowai, KaaNapali, Maui, State of Hawaii.

Beginning at the East corner of this parcel of land and on the Souther y side of R. P. 636 and 4565, L. C. Aw. 4552, Apana 5 to Aumai, the coordinates of said point of beginning referred to Government Survey Triangulation Station "MANINI" being 8,448.31 feet North and 13,224.60 feet West and thence running by azimuths measured clockwise from true South:

1. 109° 19' 30" 11.83 feet along the remainder of L. C. Aw. 11216, Apana 28 to M. Kekauonohi;

Thence on a curve to the left with a radius of 135.00 feet along the remainder of L. C. Aw. 11216, Apana 28 to M. Kekauonohi, the chord azimuth and distance being

2. 103° 58' 55" 25.14 feet;

3. 129° 38' 30" 152.33 feet along the remainder of L. C. Aw. 11216, Apana 28 to M. Kekauonohi;

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4. 305° 02' 186.69 feet along R. P. 636 and 4565, L. C. Aw. 4552, Apana 5 to Aumai to the point of beginning and containing an area of 1,118 square feet.

Being the same premises leased to the Sublessor by lease dated March 18, 1963, and filed as Document No. 307429, and recorded in Liber 4504 at Page 180, and amended by amendment dated December 11, 1964, filed as Document No. 354328 and also recorded in Liber 4968 at Page 23.

THIRD: All of that certain parcel of land being a portion of Lele 1 of the Ili of Moomuku, L. C. Aw. 11216 Apana 28 to M. Kekauonohi, situate in Honokowai, Kaanapali, County of Maui, State of Hawaii, and more particularly described as follows:

Beginning at an iron pipe set in concrete at the northeast corner of this parcel of land and on the west side of Honoapiilani Highway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU KOLII" (Manini), being 8,563.98 feet north and 12,855.17 feet west, thence running by azimuths running clockwise from true South:

1. 17° 48' 210.94 feet along the west side of Honoapiilani Highway;
Thence along a curve to the right with a radius of 20.00 feet, the chord azimuth and distance being:
2. 63° 33' 45" 28.66 feet;
3. 109° 19' 30" 207.15 feet along the northerly side of a roadway, known as "Honokowai Place";
4. 205° 56' 248.53 feet along L. C. Aw. 4552 Apana 5 to Aumai;
5. 293° 54' 193.54 feet along Lot 1 of Honokowai Subdivision No. 3 to the point of beginning and containing an area of 50,282 square feet (1.154 acres) more or less.

TOGETHER with an easement of right of way to be used in common with the Lessor, its successors and assigns, and all others thereto entitled over, across, upon and along the following:

ALL of that certain parcel of land (portions of L. C. Aw. 11216, Ap. 28 to M. Kekauonohi, R. P. 636 and R. P. 4565, L. C. Aw. 4552, Ap. 5 to Aumai and School Grant 16, Ap. 2) situate at Moomuku, Honokowai, Kaanapali, County of Maui, said State, and thus bounded and described per survey of Walter P. Thompson, Surveyor, dated December 18, 1958:

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Beginning at a concrete monument at the southeast corner of this parcel of land, being also the northeast corner of Honokowai School Lot, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Manini" being 8,305.42 feet north and 12,937.99 feet west and thence running by azimuths measured clockwise from true south:

1. 109° 19' 30" 329.57 feet along Honokowai School Lot along the remainders of L. C. Aw. 11216 Ap. 28 to M. Kekauonohi and School Grant 16, Ap. 2;

Thence on a curve to the left with a radius of 95.00 feet along the remainder of L. C. Aw. 11216, Ap. 28 to M. Kekauonohi, the chord azimuth and distance being:

2. 103° 58' 55" 17.69 feet;

3. 188° 38' 20" 40.00 feet over a proposed 40 foot roadway along the remainder of L. C. Aw. 11216, Ap. 28 to M. Kekauonohi;

Thence on a curve to the right with a radius of 135.00 feet along the remainder of L. C. Aw. 11216, Ap. 28 to M. Kekauonohi, the chord azimuth and distance being:

4. 283° 58' 55" 25.14 feet;

5. 289° 19' 30" 307.83 feet along the remainder of L. C. Aw. 11216, Ap. 28 to M. Kekauonohi, along the remainder of R. P. 636 and 4565, L. C. Aw. 4552, Ap. 5 to Aumai; and along the remainder of L. C. Aw. 11216, Ap. 28 to M. Kekauonohi;

Thence on a curve to the left with a radius of 20.00 feet along the remainder of L. C. Aw. 11216, Ap. 28 to M. Kekauonohi, the chord azimuth and distance being:

6. 243° 33' 45" 28.66 feet;

7. 17° 48' 48.56 feet along the west side of Honoapiilani Highway to a concrete monument;

8. 17° 04' 12.00 feet along the west side of said Highway to the point of beginning.

Containing an area of 14,107 square feet.

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The foregoing easement to include also an easement for utility purposes, and said easement subject to termination upon dedication to any governmental authority.

Being all of the land leased to the Sublessor by lease dated July 24, 1962, and recorded in said Bureau in Liber 4800 at Page 139 and amended by Amendment dated August 19, 1964, and recorded in Liber 4968 at Page 15.

Said foregoing leases as amended shall hereinafter be referred to as Master Leases.

Together with the following appurtenant easements; non-exclusive easements for ingress and egress and support of said apartment through the common elements and for repair of said apartment through all other apartments and through the common elements; and an exclusive right to use parking space No. I-H and storage locker No. I-H all as shown and delineated on said Condominium Map.

Subject, however, to all of the terms, covenants, conditions and provisions hereof; subject, further, to the By-Laws of the Association of Apartment Owners (hereinafter referred to as "Association") of said Apartment Building, and any House Rules now or hereafter adopted pursuant to said By-Laws; subject, also, as to the general common elements and exclusive easements in certain yard areas described in the Declaration of the sublessor submitting property to the provisions of the Horizontal Property Act; to non-exclusive easements appurtenant to all apartments for ingress, egress, support and repair; and subject further as to the parking spaces in favor of others as shown on said Condominium Map.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereto belonging or appertaining, unto the Sublessee for the term commencing as of the date hereof and ending on June 30, 2017, Sublessee YIELDING AND PAYING

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therefor unto Sublessor in equal monthly installments each in advance on the first day of each and every month during said term, net rent as follows:

a) During the period commencing on the date hereof and ending December 31, 1970, a sum equal to .019323 of ONE THOUSAND TWENTY-TWO AND 48/100 DOLLARS (\$1,022.48) per month, payable in advance on the first day of each month of said term; provided that if this document is executed on a day other than on the first day of the month, then the rent shall be pro-rated as of such date.

b) For and during the next eleven (11) years and six (6) months of said term, from January 1, 1971, to and including June 30, 1982, a sum equal to .019323 of ONE THOUSAND EIGHT HUNDRED NINETY-SEVEN AND 00/100 DOLLARS (\$1,897.40) per month, in advance as aforesaid.

c) For and during the following three successive ten (10) year periods commencing on July 1, 1982, July 1, 1992, and July 1, 2002, respectively, and for and during the five (5) year period beginning July 1, 2012, the Sublessee agrees to pay as and for such rental a sum equal to .0289845 of one-twelfth (1/12th) of the annual rent to be determined as provided in said Master Leases; provided, however, that in no event shall the rent be less than that of the period immediately preceding; provided, further, that in the event the annual rent is not determined as provided in said Master Leases on or before the commencement dates provided in this paragraph c), the Sublessee shall nevertheless pay the rent of the period immediately preceding, and any deficiency shall be paid by the Sublessee retroactive to the commencement dates herein provided.

And the Sublessor hereby grants and assigns to Sublessee acting through the Association of Apartment Owners in accordance with its By-Laws, the right to negotiate said basic lease rental and the

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right to conduct the appraisal proceedings if such are necessary, including the right to select an appraiser under the terms of the Master Leases, provided that all expenses of such negotiations and appraisal shall constitute a common expense of the horizontal property regime.

And Sublessor hereby covenants with Sublessee that upon payment of the rent as aforesaid and upon observance and performance of the covenants by Sublessee hereinafter contained, Sublessee shall peaceably hold and enjoy said premises for the term hereby demised without hindrance or interruption by Sublessor or any other person or persons lawfully claimed by, through or under Sublessor except as herein expressly provided.

And the Sublessee hereby covenants with the Sublessor as follows:

1. That the Sublessee will pay said rent in lawful currency of the United States at the times and in the manner aforesaid without any deduction, and without any notice or demand.

2. That the Sublessee, prior to the date the same becomes delinquent, and commencing on the first day of the term of this lease, will pay to the Sublessor his proportionate share of all taxes, charges and assessments of every description to which the demised premises or any part thereof are now or may, during said term, be assessed or become liable, unless the same are assessed separately against each condominium unit, in which event the Sublessee will pay such sum directly to the assessing agency before the same becomes delinquent; provided, that real property taxes shall be prorated as of the first and last years of the term hereof, however, that with respect to any assessment made under any betterment or improvement law which may be payable in installments, the Sublessee shall be required to pay only his proportionate share of such installments or

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principal and interest as shall become due and payable during said term.

3. That the Sublessee will also pay before the same becomes delinquent, his proportionate share of all utility charges, sewer rates, garbage rates and other charges and outgoings of every description to which the demised premises or any part thereof or improvements thereon or the Sublessor or Sublessee, in respect thereof, may during said term be assessed or become liable unless such charges and outgoings are assessed directly to and paid for by the Sublessee under separate meters or charges.

4. That the Sublessee will, at his proportionate expense, during the whole of said term, in conjunction with the owners of the other apartments, make, build, maintain and repair all fences, sewers, drains, roads, sidewalks and walks which may be required by law to be made, built, maintained or repaired upon or adjoining or in connection with or for the use of the demised premises or any part thereof.

5. That except as otherwise expressly provided in this lease, the Sublessee will, at his proportionate expense, in conjunction with the owners of the other apartments from time to time and at all times during said term to well and substantially repair, maintain, amend and keep all buildings and other improvements including all plumbing and other fixtures now or hereafter built or made on the demised land with all necessary reparations and amendments whatsoever in good order and condition.

6. That the Sublessee will, during the whole of said term, join with the other apartment owners in keeping the demised premises in a strictly clean and sanitary condition and in observing and performing all laws, ordinances, rules and regulations now or hereafter made by any governmental authority, for the time being applicable

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to or in connection with said premises or the improvements thereon or the operations conducted thereon, and will, at his proportionate expense, indemnify the Sublessor and the Lessors and their successors and assigns against all actions, suits, damages and claims by whosoever brought or made by reason of the non-observance and non-performance of this covenant.

7. That the Sublessee will not commit any strip or waste or any unlawful, improper or offensive use of the demised premises or any part thereof.

8. That the Sublessee will join with the other apartment owners in permitting the lessors or Sublessor at all reasonable times during said term, to enter the demised premises and examine the state of repair and condition thereof, and will join with the other apartment owners in repairing and making good all defects of which notice shall be given by the Sublessor within sixty (60) days after the giving of such notice.

9. That the Sublessee will not, without the prior written consent of the Sublessor assign this Sublease or sublet or part with possession of the whole or any part of the premises passing under this Sublease in any manner, whether by concession or license or otherwise, except that this Sublease may be assigned (including assignments by way of mortgage) without the prior written consent of the Sublessor, provided that the Sublessee advises the Sublessor thereof and delivers a fully executed copy of such assignment or mortgage to said Sublessor.

10. That in case the Sublessor and/or the Lessors shall, without any fault on their part, be made a party to any litigation (other than condemnation proceedings or proceedings affecting their title) commenced by or against the Sublessee, or the Association then

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the Sublessee, at his proportionate expense, will pay all costs and expenses including reasonable attorney's fees incurred or paid by the Sublessor and/or the Lessors in enforcing any of the covenants and conditions herein contained as a result of any such suit commenced against the Sublessee or the recovering possession of the demised premises, or in collecting any delinquent rent, taxes or other charges hereunder, and in the event any suit is commenced against said Association, will pay his proportionate share of all costs and expenses including reasonable attorney's fees incurred or paid by the Sublessor and/or the Lessors as a result thereof.

11. That the Sublessee will, at his proportionate expense, indemnify and save harmless the Lessors and/or the Sublessor from all claims and demands by third persons for loss or damage, including property damage, personal injury, or wrongful death, arising out of any accident on the premises demised by this lease, or any fire thereon, or any nuisance made or suffered thereon, or any failure by the Sublessee to maintain such premises in a safe condition or by reason of the non-observance or non-performance of any of the covenants herein, or by the use or misuse of water, gas, electricity, or chemicals, or by the leakage, breakage, or bursting of any plumbing pipes, wires or other fixtures, and will reimburse the Sublessor for any attorney's fees or other costs and expenses in connection with the defense of any such claim, and will further join with the other apartment owners, at his proportionate expense, in indemnifying and saving harmless the Sublessor and/or the Lessors from any claims and demands by third persons for loss or damage, including property damage, personal injury, or wrongful death arising out of any accident on the premises demised by the Master Leases and outside of the apartment and parking stalls

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exclusively held by the Sublessee hereunder, or any fire outside thereof, or any nuisance made or suffered outside thereof, or any failure on the part of the Association to maintain said premises in a safe condition, and will, at his proportionate expense, reimburse the Sublessor and/or the Lessors for any attorney's fees or other costs and expenses in connection with the defense of any such claims.

12. That the Sublessee will, at his proportionate expense, in conjunction with the other apartment owners, effect and maintain during the whole of said term a policy or policies of so-called Owner's, Landlord's, and Tenant's Public Liability Insurance covering the Lessors and Sublessor (as additional named insureds) and the Sublessee with respect to the premises demised under the Master Leases with minimum limits of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for injury to one person, and not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for injury to more than one person, and also a policy of insurance for FIFTY THOUSAND DOLLARS (\$50,000.00) against claims of third persons for property damage, and will join in causing the Association to deposit said policy or certificates thereof with the Sublessor.

13. That the Sublessee will, at his proportionate expense, at all times during said term, in conjunction with all of the other apartment owners, keep all buildings now or hereafter erected on the demised land insured against hazards of such type or types (including, but not limited, fire, extended coverage, plate glass, elevator and war risk--when the latter is available) and in such amount or amounts and form of policy and with such private or governmental insurance companies as the Sublessor and/or the Lessors may from time to time require, in the joint names of the Lessors of the Master Leases,

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Sublessor and all of the Sublessees, or with the Association as a group, and any mortgagee and its successors, as their interests may appear, and will pay all premiums thereon when due, and will from time to time upon receiving the same deposit with the Sublessor such policies of insurance and every receipt for premiums thereon or satisfactory evidence thereof; and in case said buildings or any part thereof shall be destroyed or damaged, then and as often as the same shall happen, all moneys derived from such insurance (excluding only proceeds of any rental value, use and occupancy or personal property insurance of the Sublessee) shall be immediately available to and used promptly by the Sublessee or by the Association collectively, for rebuilding, repairing or otherwise reinstating the same buildings in good and substantial condition according to the plan and elevation of the buildings so destroyed or damaged or according to such modified plan as shall be approved by the Lessors and Sublessor in writing, and in the event such insurance proceeds are insufficient the Sublessee together with all other apartment owners, shall make up any deficiency from his or their own funds; provided, however, that if the Sublessee's apartment or the building wherein the Sublessee's apartment is situated shall be so destroyed or damaged during the last ten (10) years of said term and such insurance proceeds shall be insufficient to rebuild, repair or otherwise reinstate such buildings as aforesaid, the Sublessee and all other sublessees, upon the vote of the owners representing eighty per cent (80%) of the total number of apartments in said apartment building, at his proportionate or their own expense promptly remove from the demised premises all untenable portions of such damaged buildings and all debris resulting from such casualty and restore said premises to good, orderly and sanitary condition and may then at his option

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surrender this lease, and upon surrender hereof any obligation of the Sublessee to reinstate such buildings and any interest of the Sublessee in such insurance proceeds shall at once cease and determine, and upon receipt of written notification by the Sublessor of the election of the Sublessee to remove said building, such insurance proceeds shall thereupon become the sole property of the Lessors, Sublessor and mortgagee, of the apartments, if any, as their interests may appear; and provided further that the foregoing option of the Sublessee to surrender shall not be effective if the Sublessor shall elect to rebuild, repair or otherwise reinstate such damaged buildings according to the plan and elevation thereof or according to such modified plan as shall conform to then applicable laws and regulations, using such insurance proceeds together with its own funds, and in every such case the Sublessee shall pay in addition to and in the same manner as the rent hereinabove reserved an additional rent from the date when such buildings shall be fully reinstated for and during the remainder of said term in the sum equal to the Sublessee's proportionate share of a sum computed by multiplying the rate of interest being charged by local banks on mortgage loans times the amount so expended by the Sublessor from its own funds over and above such insurance proceeds.

14. That the Sublessee will join with the other apartment owners in keeping the demised premises at all times free and clear of all liens, charges and encumbrances of every nature, other than such mortgage and rentings as may be permitted hereunder, and will in conjunction with the other apartment owners, at his proportionate expense, indemnify and save harmless the Sublessor and/or Lessors and their successors and assigns from all loss and expense with respect thereto.

15. That at the end of said term or sooner termination of this lease, the Sublessee will peaceably deliver up to the Sublessor

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possession of the premises demised hereunder and will join with the other apartment owners in causing the Association to deliver up to the Sublessor possession of the land demised under the Master Leases together with all buildings and improvements thereon by whomsoever made in good order, repair and condition, and if the Sublessee is not then in default hereunder, he may remove all trade fixtures erected or installed on said premises, making good all repairs for damage caused by such removal.

16. That no garbage or refuse shall be allowed to accumulate but shall be immediately placed in rat-proof receptacles which shall be kept within the demised premises at all times except when placed on the sidewalks after closing hours for collection by garbage collectors in the evening of said day.

17. That the Sublessee will not construct or install any exterior awnings or marquees without the prior approval of the Lessors as to size, nature, color and design thereof, and that the Sublessee will not erect or construct any exterior signs of any nature, including but not limited to roof signs on the demised premises without the prior approval of the Lessors.

18. That the Lessors and Sublessors have made no representation with respect to the demised premises.

19. That any holding over by the Sublessee by permission of the Lessors at the termination of this lease shall be construed as a lease from month to month, all upon the same terms, covenants, conditions and agreements as hereinabove contained, save and except rent which shall be as mutually agreed upon in writing, and if no agreement can be reached the same shall be determined by three (3) impartial real estate appraisers in the manner hereinabove provided, but in no event shall

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such month to month rent be less than one-twelfth (1/12th) of the annual rent set for the last ten-year period of said lease.

20. And the Sublessee hereby covenants, for the benefit of the Lessors under the Master Leases, to join with the other apartment owners in performing the covenants of the Master Leases which leases are hereby incorporated by reference; provided, however, the Sublessee shall be severally liable for the nonperformance of the covenants of the Master Leases, and for all costs, charges, and expenses actually and necessarily incurred by or imposed in connection with any claim, action or proceeding arising out of such nonperformance, only in an amount equal to his proportionate share of the entire sum due under the Master Leases or created by virtue of such default. This sublease shall not be terminated or forfeited by reason of breach of any covenant herein or in said Master Leases so long as the sublessee herein is not in default as to amounts due under the terms of this covenant. The Lessors under the said Master Leases shall have the right to enforce this covenant, and any liability imposed on the Sublessee by reason of this covenant shall constitute a lien against the premises hereby demised which lien shall be enforceable by the Lessors under the said Master Leases in the same manner as mortgages of real property; provided, however, such lien shall be subordinate to any mortgage on the premises hereby demised which is recorded prior to default under this covenant. In case of default under this covenant by more than one sublessee (i.e., apartment owner), the Lessors may proceed against any one such defaulting sublessee or the Lessors may, but shall not be required to, join any or all of the other defaulting sublessees.

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21. That he will use and allow the use of said apartment for a single-family residential purpose only.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED:

A. That if, at any time during said term, the Sublessee's interest in the said apartment, parking stalls, and common elements and the premises, or any part thereof, whether the interest taken be the whole of the Sublessee's remaining term, or only a portion thereof, shall be taken or condemned by any authority or corporation having the power of eminent domain, then all sums awarded by virtue of such taking shall be and become the sole property of the Sublessee.

B. That if, at any time during said term, the premises leased under the Master Leases or any part thereof shall be taken and condemned in fee simple by any authority or corporation having the power of eminent domain, then, and in every such case, the estate and interest of the Sublessee in that portion of the premises so taken shall at once cease and determine, and the Sublessee shall not by reason of such taking be entitled to any claim against either the Sublessor or others for compensation or indemnity for the taking of any land or improvements thereon; provided, however, that the Sublessee shall each be entitled to receive his proportionate share of the award which the Sublessor herein shall be entitled to under said Master Leases; provided, further, that whenever any portion of the demised premises under the Master Leases shall be so taken or condemned, whether by reason of one or more takings, the rent thereafter payable by the Sublessee for the remainder of the term hereof shall be reduced in the ratio that the area of the land so taken or condemned bears to the area of the whole of the land demised under the said Master Leases; and if so much of the demised land shall be so taken or condemned that the remaining land is thereby rendered unsuitable for use as an apartment house or similar

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use, then if the Association so decides, the Sublessee and the other apartment owners shall surrender this and the other apartment leases, by giving 30 days notice within 60 days of the filing of eminent domain proceedings, and thereby be relieved from further performance thereunder; provided, further, that the Sublessee shall have the right to claim and recover from the condemning authority, but not from the Sublessor, such compensation as may be separately recoverable by the Sublessee in the Sublessee's own right for any loss or cost to the Sublessee in altering, or any improvements on the demised premises, and in removing equipment and fixtures therefrom by reason of such taking, so long as such action or the payment of such compensation shall not affect or diminish the compensation payable to the Sublessor as hereinbefore provided; and provided, further, that if any portion of any condemnation proceeds paid to the Sublessor shall represent compensation for the cost of restoring of any building to tenantable condition, then the Sublessor shall make such portion of the condemnation proceeds available to the Sublessee and the other apartment owners to be expended by them for such restoration.

C. That time is of the essence of this agreement.

D. That the acceptance of rent by the Sublessor shall not be deemed a waiver by the Sublessor of any breach by the Sublessee of any covenant herein contained or deemed a waiver of any right to declare and enforce a forfeiture for any such breach.

E. That this Sublease is subject to the following conditions:

That is the Sublessee shall fail to pay said rent or any part thereof within fifteen (15) days thereof after the same becomes due, whether the same shall or shall not have been legally demanded, or shall fail to observe and perform faithfully any of the covenants herein contained and on the part of the Sublessee to be observed and performed, and any such default shall continue for fifteen (15) days after written notice thereof, is given by the Sublessor or the Sublessee shall abandon the said premises or shall become bankrupt, or shall make an assignment

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for the benefit of creditors, or if his leasehold interest hereunder shall be attached or taken on execution, the Sublessor may at once re-enter said premises and at the Sublessor's option, terminate this Sublease without service of notice or legal process, and without prejudice to any other remedy or right of action which the Sublessor may have for arrears of rent, or for any preceding or other breach of contract, it being understood and agreed that the Sublessee shall be liable for all attorney's fees and expenses incurred by the Sublessor in the enforcement of this covenant of this Sublease; provided, however, that any provision herein to the contrary notwithstanding the Sublessor and the Lessors agree that during the existence of any mortgage, the Sublessor and/or the Lessors will not, unless written consent thereto shall be granted by the Mortgagee, its successors and assigns, exercise the right to terminate the lease by reason of the occurrence of any of the events of default herein set forth, within a period of one hundred twenty (120) days from the giving to the Mortgagee, its successors and assigns, of written notice of the existence of any default by the Sublessee herein and intention to terminate this Sublease for such cause, if within such period of one hundred twenty (120) days the Mortgagee, its successors and assigns, shall either cure such default, by causing to be paid to Sublessor and/or the Lessors all sums of money due Sublessor from the Sublessee under the provisions of this Sublease or, if Sublessee's default shall not be curable by the payment of money, shall undertake, in writing, to perform all covenants of this Sublease to the extent capable of performance by mortgagee until such time as this Sublease shall be sold upon foreclosure pursuant to the terms of the mortgage; and such mortgagee may pending such foreclosure rent the apartment of the

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defaulting Sublessee and collect all rents therefrom; provided, however, (1) that such mortgagee, its successors and assigns, proceeds promptly to prosecute and complete all available remedies, and (2) that there is paid to Sublessor and/or the Lessors the rent and other charges and items of payment required to be paid by the Sublessee hereunder which have accrued and which shall become due and payable during such period of time that the mortgagee is in possession of the apartment.

F. That whenever the Lessors' or Sublessor's consent to any act of the Sublessee shall be required by the provisions of this Sublease, the Lessors or Sublessor shall not capriciously or unreasonably withhold such consent nor exact, directly or indirectly, a money consideration therefor other than a reasonable attorney's fee.

G. That the term "Sublessor" in these presents shall mean and include the Sublessor, its successors and assigns, and that the term "Sublessee" shall mean the Sublessee and his heirs, executors, administrators and assigns; and the term "Lessors" shall mean the Lessors under the Master Leases hereinbefore referred to, their respective heirs, executors, administrators, successors and assigns; and if there be more than one Sublessee signing this Sublease, the liabilities hereunder shall be joint and several, the terms "proportionate expense" or "proportionate share" shall mean a .019323 share. The use of any gender shall include any or all genders, and the singular shall be the plural as the context may require.

H. Any provision herein to the contrary notwithstanding the Sublessee shall pay a sum of money to cover building and grounds maintenance, management and accounting, common utilities and insurance; the payment of such sum shall be made to the Sublessor or

PAGE 129

to any person or firm designated by the Sublessor for disbursement to those persons entitled thereto. Nothing in this paragraph shall preclude the Association from making any assessments or charges it deems necessary or from exercising any of the powers granted to said Association by its By-Laws.

I. By accepting this Sublease the Sublessee hereby agrees to abide by and be bound by the By-Laws, House Rules of the Association dated July 30, 1964, or as they may be amended from time to time, which are incorporated herein by reference thereto.

J. Anything to the contrary herein notwithstanding, the Sublessee shall be severally liable for the nonperformance of any of the covenants, terms, and conditions of this sublease which are required to be performed jointly by the apartment owners, and for all costs, charges, and expenses actually and necessarily incurred by or imposed in connection with any claim, action or proceeding arising out of such nonperformance, in an amount equal to his proportionate share of the entire sum so jointly incurred or imposed or created by virtue of such default. (For example, the Sublessee shall be liable only for .019323 of the total rental due under the Master Leases, and for only .019323 of the total sum needed for repairs, insurance premiums, maintenance expense, attorneys' fees, etc., and not also, in addition thereto, .019323 of any share unpaid by some other Sublessee or apartment owner.) The liability imposed on the Sublessee by reason of this covenant shall constitute a lien against the premises hereby demised which lien shall be enforceable by the Sublessor or its assigns in the same manner as mortgages of real property; provided, however, such lien shall be subordinate to any mortgage on the premises hereby demised which is recorded prior to default under this covenant.

K. The terms, conditions, covenants and provisions of this sublease are expressly made subject to those of the Master Leases and

LIBER 5268 PAGE 130

in the event of any inconsistency between the terms thereof, the terms, conditions, covenants, and provisions of the Master Leases shall govern and control. In the event of the termination of either of the Master Leases prior to the expiration of the term thereof, the Sublessee shall attorn unto the Lessor thereof as Lessor under this Sublease and the Sublessee shall perform and observe faithfully thereafter all of the covenants and conditions which are or ought to be performed and observed as Sublessee under said Sublease, including the payment to said Lessor of all rent therein reserved, and in no event less than the Sublessee's proportionate share of the amount reserved under the Master Leases, and the payment of all taxes, rates, assessments, impositions, duties, charges and other outgoings herein stipulated to be paid. Nothing herein shall prejudice any right or remedies to which the Sublessee may be subject by reason of the default hereof at the time of such attornment or at any other time.

IN WITNESS WHEREOF, the Sublessor and Sublessee have executed these presents the day and year first above written.

PENINSULA DEVELOPMENT-HAWAII, INCORPORATED

By Harry J. Friedman
Its President

By Margaret B. Friedman
Its Secretary



SUBLESSOR

Thomas George J. [Signature]

SUBLESSEE

STATE OF HAWAII)

LIBER 5268 PAGE 131

CITY AND COUNTY OF HONOLULU)

ss.

On this 14th day of January, 1966,
before me appeared Harry J. Tiedeman and Marjorie B. Tiedeman to me personally known, who, being by me duly sworn, did say that they are the President and Vice President respectively of PENINSULA DEVELOPMENT-HAWAII, INCORPORATED, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said President and Vice President acknowledged said instrument to be the free act and deed of said corporation.

Robert H. Yokochi
Notary Public, First Circuit
State of Hawaii

My commission expires: 1-1-69

STATE OF HAWAII)

CITY AND COUNTY OF HONOLULU)

ss.

On this 13th day of January, 1966,
before me personally appeared William George Jones
to me known to be the person
described in and who executed the foregoing instrument and acknowledged
that he executed the same as his free act and deed.

William George Jones
Notary Public, First Circuit
State of Hawaii

My commission expires: JUL 31 1968



BANK OF HAWAII

DOC NO383502

LAND COURT

OFFICE OF

ASSISTANT REGISTRAR

FEB 25 1966

RECEIVED FOR REGISTRATION

3 O'CLOCK 15 M.

NOTED ON CERTIFICATE NO. 82624

IN REGISTRATION BOOK PAGE

ASSISTANT REGISTRAR

TRANSFER OF CERTIFICATE OF TITLE ISSUED

AND THEREAFTER PRO

REGISTRATION BOOK PAGE

BEING CERTIFICATE NO. 18

OFFICE OF THE ASSISTANT REGISTRAR
LAND COURT

**Amendment
To the Lease**

88- 80264

DOUBLE SYSTEM

RECORDATION REQUESTED BY:

CROCKETT AND NAKAMURA
AFTER RECORDATION, RETURN TO:
Law Offices
CROCKETT AND NAKAMURA
P. O. Box 888
Wailuku, Maui, HI 96793

22011 5.9
HAWAIIAN LAND REGISTRATION

RETURN BY: MAIL (X) PICK-UP ()

4-4-1-52

MAUI SANDS
APARTMENT NO. I-H

AMENDMENT OF SUBLEASE

This AMENDMENT OF SUBLEASE made this 25th
day of April, 1988, effective January 1, 1987,
by and between HARRY JOHN TIEDEMAN, whose residence and post
office address is 3525 Lanikou Place, Kihei, Maui, Hawaii
96753, Trustee of the "Peninsula Development Hawaii Trust,"
under that certain Declaration Of Trust And Trust Agreement,
dated June 19, 1973, and recorded with the Bureau of Conveyances
of the State of Hawaii in Liber 9330, Page 263, hereinafter
called "SUBLESSOR," and MIMI GEORGIA PENTE, unmarried-----

whose residence and post office address is 9871 Houston
Road, Malibu, California 90265-----
-----, hereinafter called "SUBLESSEE."

- 1 -

October 27, 1987

REC'D
NAKAMURA
MAUI
HI

22011 60

W I T N E S S E T H :

WHEREAS:

1. By an Indenture Of Lease (the "Robinson Lease"), dated March 18, 1963, filed with the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 307429, and also recorded in the Bureau of Conveyances of the State of Hawaii in Liber 4504, Page 180, Elizabeth Cockett Robinson leased to Peninsula Development Hawaii Incorporated ("PDHI") certain premises therein more particularly described (the "Robinson Premises").

2. The Robinson Lease has been amended.

3. By an Indenture Of Lease (the "Pioneer Lease"), dated July 24, 1962, recorded with the Bureau of Conveyances of the State of Hawaii in Liber 4800, Page 139, Pioneer Mill Company, Limited, leased to PDHI certain premises therein more particularly described (the "Pioneer Premises").

4. The Pioneer Lease has been amended.

5. The Robinson Premises and the Pioneer Premises, collectively, constitutes the "Maui Sands Property," which was submitted as a horizontal property regime under the Hawaii Horizontal Property Act by a "Declaration Of Horizontal Property Regime Of 'Maui Sands,'" dated November 16, 1964, filed with such Assistant Registrar of the Land Court as Document No. 364363, and recorded with such Bureau of Conveyances at Liber 5076, Page 212 (the "Maui Sands Horizontal Property Regime").

- 2 -

22011 61

6. By an Indenture Of Sublease (the "Sublease"), dated January 4, 1966, filed with such Assistant Registrar of the Land Court as Document No. 383502, and recorded with such Bureau of Conveyances at Liber 5268, Page 110, PDHI did sublease to the predecessors of the Sublessee an undivided subleaschold estate in the Maui Sands Property which is a part of Apartment I-H of the Maui Sands Horizontal Property Regime (the "Apartment").

7. Sublessor is the successor in title to PDHI under the Robinson Lease, the Pioneer Lease, and the Sublease.

8. Sublessee is the owner of the Apartment and is the Sublessee under the Sublease.

9. The Robinson Premises are the lands described in Transfer Certificate Of Title No. 244,571.

NOW THEREFORE, Sublessor and Sublessee do hereby amend the Sublease in the following particulars.

First. The term of the Sublease is extended to end on June 30, 2037.

Second. The following provisions are hereby added to the Sublease:

October 27, 1987

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OFFICER
AND KAKABURA
KU, MAUI,
HAWAII

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"A. The Pioneer Lease (as amended) provides the following rental periods (the 'Pioneer Rental Periods'):

- (a) The current rental period, which ends June 30, 1992.
- (b) July 1, 1992, to June 30, 2002.
- (c) July 1, 2002, to June 30, 2012.
- (d) July 1, 2012, to June 30, 2017.
- (e) July 1, 2017, to June 30, 2027.
- (f) July 1, 2027, to June 30, 2037.

"B. The Robinson Lease (as amended) provides the following rental periods (the 'Robinson Rental Periods'):

- (a) The current rental period, which ends December 31, 1990.
- (b) January 1, 1991, to June 30, 2002.
- (c) July 1, 2002, to June 30, 2012.
- (d) July 1, 2012, to June 30, 2017.
- (e) July 1, 2017, to June 30, 2027.
- (f) July 1, 2027, to June 30, 2037.

Sublessor shall not, without the prior written consent of Sublessee, amend, or agree to amend, the Pioneer Lease, or the Robinson Lease, to change any Pioneer Rental Period or to change any Robinson Rental Period."

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Third. That part of the Sublease which reads as follows:

"c) For and during the following three successive ten (10) year periods commencing on July 1, 1982, July 1, 1992, and July 1, 2002, respectively, and for and during the five (5) year period beginning July 1, 2012, the Sublessee agrees to pay as and for such rental a sum equal to .0289845 of one-twelfth (1/12th) of the annual rent to be determined as provided in said Master Leases; . . ."

is amended to read as follows:

"(A) For and during the current rental period, which ends December 31, 1990, the Sublessee shall continue to pay the currently established monthly rent.

"(B) For and during the period beginning January 1, 1991, and ending June 30, 1992, Sublessee shall pay the following monthly rent:

<p>\$30,169.20 (plus) Rent Established Under Robinson Lease For Rental Period Beginning Jan. 1, 1991 <hr style="border: none; border-top: 1px solid black; margin: 5px 0;"/><p>(divided by) 12</p></p>	<p>(times) <u>2.89845</u> x</p>
--	---------------------------------

"(C) For and during the period beginning July 1, 1992, and ending June 30, 2002, Sublessee shall pay the following monthly rent:

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October 27, 1987

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Rent Established (plus) Under Robinson Lease For Rental Period Beginning Jan. 1, 1991	Rent Established Under Pioneer Lease For Rental Period Beginning July 1, 1992	(times) 2.41538 %
(divided by) 12		

"(D) For and during the period beginning July 1, 2002, and ending June 30, 2012, Sublessee shall pay the following monthly rent:

Sum Of The Rents Established Under Robinson Lease And Pioneer Lease For Rental Period Beginning July 1, 2002	(times) 2.41538 %
(divided by) 12	

"(E) For and during the period beginning July 1, 2012, and ending June 30, 2017, Sublessee shall pay the following monthly rent:

Sum Of The Rents Established Under Robinson Lease And Pioneer Lease For Rental Period Beginning July 1, 2012	(times) 2.41538 %
(divided by) 12	

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"(F) For and during the period beginning July 1, 2017, and ending June 30, 2027, Sublessee shall pay the following monthly rent:

Sum Of The Rents (times) 2.17384 8
 Established Under
 Robinson Lease
 And Pioneer Lease
 For Rental Period
 Beginning July 1,
 2017
 (divided by)
 12

"(G) For and during the period beginning July 1, 2027, and ending June 30, 2037, Sublessee shall pay the following monthly rent:

Sum Of The Rents (times) 2.17384 8
 Established Under
 Robinson Lease
 And Pioneer Lease
 For Rental Period
 Beginning July 1,
 2027
 (divided by)
 12

Fourth. That part of "Section J" (page 20) of the Sublease, which reads "the Sublessee shall be liable only for .019323 of the total rental due under the Master Leases" shall be stricken.

Fifth. The following is added to the Sublease:

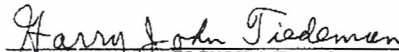
"As an additional rent, over and above, and in addition to, all other rents provided under the Sublease, the Sublessee shall each month pay the Sublessor the sum of EIGHT and 05/100 DOLLARS (\$8.05), for and during the rest of the term of the Sublease."

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Sixth. The following is added to the Sublease:

"Beginning July 1, 1992, and for and during the rest of the term, Sublessee shall also pay Sublessor, as additional rent, the full amount of any gross income or excise taxes imposed upon Sublessor by any taxing power in respect of the receipt of the foregoing specified rents and in respect of any payment or charge, for which Sublessee is liable hereunder, attributed to Sublessor as rent or treated as rent hereunder."

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

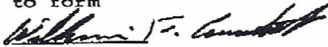

HARRY JOHN TIEDEMAN, Trustee
of the "Peninsula Development
Hawaii Trust," under that certain
Declaration Of Trust And Trust
Agreement, dated June 19, 1973,
and recorded with the Bureau
of Conveyances of the State of
Hawaii in Liber 9330, Page 263.

"Sublessor"


MIMI GEORGIA PENTE

"Sublessee"

Approved as
to form



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STATE OF HAWAII)
) ss.
COUNTY OF MAUI)

On this 25th day of April, 19 88,
before me personally appeared HARRY JOHN TIEDEMAN, Trustee
of the "Peninsula Development Hawaii Trust," under that certain
Declaration Of Trust And Trust Agreement, dated June 19, 1973,
and recorded with the Bureau of Conveyances of the State of
Hawaii in Liber 9330, Page 263, to me known to be the person
described in and who executed the foregoing instrument, and
acknowledged that he executed the same as his free act and deed,
as such Trustee.

X.S.

Christine H. Pagan
NOTARY PUBLIC
State of Hawaii

My commission expires: 12-14-91

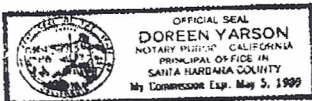
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State of California)
County of Los Angeles) ss.

On this 9th day of February, 1988,
before me personally appeared MIMI GEORGIA PENTE-----

to me known to be the person(s) described in and who executed
the foregoing instrument and acknowledged that she
executed the same as her free act and deed.



Doreen Varson
NOTARY PUBLIC

My commission expires: may 5, 1989

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