

# IMPORTANT - - Read This Developer Prepared Report Before Buying

This Report Is Not a Commission Approval or Disapproval of This Condominium Project

## AMENDMENT 2 TO THE DEVELOPER'S PUBLIC REPORT FOR A CONDOMINIUM

CONDOMINIUM PROJECT NAME:	SKY ALA MOANA WEST
PROJECT ADDRESS:	1388 Kapiolani Boulevard, Honolulu, Hawaii 96814
REGISTRATION NUMBER:	8308
EFFECTIVE DATE OF REPORT:	<b>April 1, 2021</b>
THIS AMENDMENT:	<input checked="" type="checkbox"/> Must be read together with <input checked="" type="checkbox"/> Developer's Public Report: Effective Date <u>March 20, 2019</u> <input checked="" type="checkbox"/> Amended Report: Effective date <u>May 15, 2020</u>  <input type="checkbox"/> Supersedes all prior amendments: Includes all prior amendment(s) and <u>must</u> be read together with <input type="checkbox"/> Developer's Public Report: Effective Date _____ <input type="checkbox"/> Amended Report: Effective date _____
DEVELOPER(S):	JL Avalon Capbridge, LLC

### Preparation of this Amendment

The Developer prepared this amendment pursuant to the Condominium Property Act, Section 514B-56, Hawaii Revised Statutes ("HRS"), as amended from time to time. Section 514B-56, HRS, requires that after the Hawaii Real Estate Commission ("Commission") has issued an effective date for the Developer's Public Report, if there are any changes, either material or pertinent changes, or both, regarding the information contained in or omitted from the Developer's Public Report, or if the Developer desires to update or change the information set forth in the Developer's Public Report, the Developer shall immediately submit to the Commission an amendment to the Developer's Public Report or an amended Developer's Public Report clearly reflecting the change, together with such supporting information as may be required by the Commission, to update the information contained in the Developer's Public Report.

The law defines "material change" as used in parts IV and V of Chapter 514B, HRS, as any change that directly, substantially, and adversely affects the use or value of (1) a purchaser's unit or appurtenant limited common elements or (2) those amenities of the project available for the purchaser's use.

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*For all sales information, please contact the Developer and real estate broker on page 9 of the Developer's Public Report.*

*Individuals with special needs may request this material by calling the State of Hawaii Real Estate Commission at 586-2644.*

The law defines "pertinent change", as determined by the commission, as a change not previously disclosed in the most recent public report that renders the information contained in the public report or in any disclosure statement inaccurate, including, but not limited to (1) the size, construction materials, location, or permitted use of a unit or its appurtenant limited common element, (2) the size, use, location, or construction materials of the common elements of the project, or (3) the common interest appurtenant to the unit. A pertinent change does not necessarily constitute a material change.

The filing of an amendment to the Developer's Public Report or an amended Developer's Public Report, in and of itself, shall not be grounds for a purchaser to cancel or rescind a sales contract. A purchaser's right to cancel or rescind a sales contract shall be governed by sections 514B-86 and 514B-87, HRS, the terms and conditions of the purchaser's contract for sale, and applicable common law.

This Amendment has not been prepared or issued by the Commission or any other governmental agency. The issuance by the Commission of an effective date for this amendment to the Developer's Public Report (1) does not mean that the Commission approves or disapproves of the project, (2) does not mean that the Commission thinks that either all material facts, material changes, or pertinent changes about the project have been fully or adequately disclosed, and (3) is not the Commission's judgment of the value or merits of the project.

The law defines "material facts" as any fact, defect, or condition, past or present, that to a reasonable person, would be expected to measurably affect the value of the project, unit, or property being offered or proposed to be offered for sale. This amendment may be used by the Developer for promotional purposes only if it is used with the last Developer's Public Report in its entirety.

Prospective purchasers and purchasers are encouraged to read this amendment carefully and to seek professional advice.

Summary of Changes from Earlier Developer's Public Report are Described Beginning on the Next Page

Summary of Changes from Earlier Developer's Public Report:

This summary contains a general description of the changes, if any, made by the Developer since the last Developer's Public Report was issued an effective date. It is not necessarily all inclusive. Prospective purchasers and purchasers must read this amendment together with the last Developer's Public Report with the effective date as noted on the top of page 1 if they wish to know the specific changes that have been made.

Changes made are as follows (include a description of what the change is and page number and or exhibit alphabet or number; additional pages may be used):

1. Subdivision of Property and Termination of Master Condominium Project. Developer has subdivided the property underlying the Project. The Project, which was originally created within Spatial Unit 1 (the "**Spatial Unit**") of the Sky Ala Moana condominium project (the "**Master Condominium Project**") is now situated on a separately subdivided lot. Accordingly:
  - a. The second paragraph of Section 1 on page 1a is amended to reflect that the Master Condominium Project has been terminated.
  - b. Section 3 on pages 1a to 1b is amended to clarify the use of the shared parking structure and amenities.
  - c. Section 4 on page 1b of the original Public Report is deleted in its entirety as this encumbrance does not affect the land underlying the Project.
  - d. Section 1.1 on page 3 is amended to update the Tax Map Key of the Project and update the square footage of the land underlying the Project.
  - e. Section 3.1 on page 10 is amended to reflect the recordation of amendments to the Declaration to effectuate the replacement of the Spatial Unit with the subdivided lot. The Declaration was further amended to (a) reflect Developer's acquisition of the fee simple interest of the land underlying the Project, and (b) the deregistration of the land underlying the Project from Land Court, both of which were previously disclosed in Amendment 1 to Developer's Public Report.
  - f. Section 3.2 on page 10 is amended to reflect the recordation of an amendment to the Bylaws to clarify administration of the shared parking structure and amenities.
2. Soil Disclosure. A new paragraph 4 has been added to page 1b to disclose certain soil conditions on the neighboring property.
3. Encumbrances Against Title.
  - a. Section 1.12 on page 5 (Encumbrances Against Title) has been updated to reflect the date of the updated title report; and
  - b. Exhibit "F" (Encumbrances Against Title) has been updated to reflect the encumbrances noted on the updated title report. The encumbrances include the designation of two (2) new easements, Easement A-1 and Easement A-2, which permits public access over the Project driveway from Kapiolani Boulevard to Makaloa Street, as required by the City.

Changes continued:

5. Change in Managing Agent.

- a. Section 2.5 on page 9 has been updated to provide that Developer has selected Hawaiian Properties, Ltd. As the managing agent for the Project; and
- b. Section 4.1 on page 12 has been updated to indicate that the managing agent is not affiliated with Developer.

6. EV Charger and/or Outlet. Section 4.4 on page 12 has been updated to indicate that owners purchasing EV stations and/or 120 volt outlet for their stalls shall be responsible for electricity charges.

7. Updated Project Budget. Exhibit "H" (Estimated Budget and Initial Maintenance Fees) has been updated to reflect the current Project budget.

**The Developer declares subject to the penalties set forth in Section 514B-69, HRS, that this project continues to conform to the existing underlying county zoning for the project, zoning and building ordinances and codes, and all applicable permitting requirements adopted by the county in which the project is located, all in accordance with Sections 514B-5 and 32(a) (13), HRS.**

For any conversion, if any variances have been granted, they are specified in Section 1.14 of this report as amended, and, if purchaser deposits are to be used by the Developer to cure any violations of zoning, permitting requirements, or rules of the county in which the project is located, the violation is specified in Section 1.15 of this report as amended, along with the requirements to cure any violation. Section 5.5 specifies the date by which the cure will be completed.

The Developer hereby certifies that all the information contained in this report as amended and the exhibits attached to this report (if any) as amended and all documents to be furnished by the Developer to purchasers concerning the project have been reviewed by the Developer and are, to the best of the Developer's knowledge, information, belief, true, correct, and complete. The Developer hereby agrees to promptly amend this report to report and include either or all material facts, material or pertinent changes to any information contained in or omitted from this report, and to file annually a report to update the material contained in this report as amended at least 30 days prior to the anniversary date of the effective date of this report.

JL Avalon Capbridge LLC  
Printed Name of Developer

  
\_\_\_\_\_  
Duly Authorized Signatory\*

March 23, 2021  
Date

Timothy Lee, its Authorized Representative  
Printed Name & Title of Person Signing Above

Distribution:

Department of Finance, City and County of Honolulu

Planning Department, City and County of Honolulu

**\*Must be signed for a corporation by an officer; for a partnership or limited liability partnership (LLP) by the general partner; for a limited liability company (LLC) by the manager or an authorized member; and for an individual by the individual.**

**\*\*In the event of multiple Developers, each Developer must sign on their own signature page.**

### Special Attention - - Significant Matters

Use this page for special or significant matters which should be brought to the purchaser's attention. Subject Headings and page numbers where the subject is explained must be used.

The Developer's inclusion of a disclosure or an explanation of any or all of the following applicable significant matters in this part of the Developer's Public Report shall not be construed to constitute the Commission's:

Approval or disapproval of the project;

Representation that the Developer has fully or adequately disclosed either all material facts or all pertinent changes, or both, concerning the project;

Representation that the Developer's disclosures of other material facts elsewhere in this report are less important; or

Judgment of the value or merits of the project.

The Commission reserves the right to request that the Developer include these special and significant matters elsewhere in the Developer's Public Report.

1. **Project Information.** The Project is located in the City and County of Honolulu, State of Hawaii. It is currently expected to consist of three hundred ninety (390) residential units and two (2) commercial units for a total of three hundred ninety-two (392) units located in a single forty-three (43) story building as set forth in the Declaration and shown on the Condominium Map. One (1) residential unit (Residential Unit No. 909) is currently reserved for sale to the Association as a resident manager's unit, and the other three hundred eighty-nine (389) residential units will be offered and sold as market-priced units.

Developer anticipates developing a second project on property adjacent to the Project (the "**Sky East Project**"), which Sky East Project is anticipated to include commercial units, affordable housing units, and hotel units.

2. **Permit.** The Project is located in the Transit-Oriented Development Special District, as a project within a quarter mile of the future rail transit station at Ala Moana Center, and has been approved as an Interim Planned Development-Transit Project by the issuance of Special District Permit No. 2018/SDD-25 (the "**Permit**"). The Permit allows for more flexible design and building standards than would normally be permitted by the underlying BMX-3 District, subject to certain conditions. Upon Project completion, the Association of Unit Owners of the Project will be required to ensure continued compliance with the requirements of the Permit.
3. **Shared Parking Structure and Amenities; Reciprocal Easement Agreement.** The Project and the Sky East Project will share a common parking podium, and accordingly, certain portions of the Project and the Sky East Project will be integrated. Owners in the Project will have access to the recreational amenities in the Sky East Project, and the Project and the Sky East Project will share the parking podium. However, Owners in the Sky East Project **will not** have access to the recreational amenities located in the Project. Accordingly, the total number of parking stalls and the number of guest stalls show in Section 1.4 of this Public Report include parking for both Projects. Owners in the Project and the Sky East Project will share in the cost of maintaining these parking areas and amenities through the payment of a Reciprocal Easement Reimbursement and a Recreational Facilities Reimbursement, as further set forth in the Declaration of Reciprocal Easements and Irrevocable Facilities License dated March 15, 2019, and filed with the Office as Document No. T-10668210, as the same may be amended from time to time (the "**Reciprocal Easement Agreement**"). Management and maintenance of the shared parking structure will be administered by the Sky Ala Moana Management Inc., a Hawaii corporation created for this purpose (the "**Sky Ala Moana Association**"). The Association and the Association of Unit Owners of Sky Ala Moana East, and not the individual unit owners, will be members of the Sky Ala Moana Association.



4. **Soil Disclosure.** Developer's environmental consultant conducted a site soil assessment prior to construction. The organochlorine pesticide Technical Chlordane was detected on property adjacent to the Project, the site of Sky East Project. In connection with the construction of the Project, Developer's environmental consultant prepared a Construction Environment Hazard Management Plan ("CEHMP"), which requires that soil removed from the Sky East Project site will be disposed of off-site and that any soil remaining on site (a) will not cross on to the Project site and (b) will be capped/encapsulated under concrete or new/clean fill. The State of Hawaii Department of Health reviewed the CEHMP and instructed Developer to proceed with implementation of the CEHMP.
5. **Reserved Rights of Developer.** Exhibit "G" to this Public Report sets forth a summary of certain reserved rights of Developer. These rights will continue even after completion of the Project and closings of the sales of units and title is transferred to owners. Prospective purchasers should note that among those rights that are reserved to Developer is the right to change the units and amenities in the Project. Generally, these changes, if made, are not "material changes" that will permit a purchaser to rescind a sales contract. Note, however, that if such a change results in a decrease in net living area of a unit by more than two percent (2%), it will be deemed to be a material change that would permit a purchaser to rescind the sale. Further, in no event will any modification result in less than one (1) parking stall being assigned to a unit.

By signing a Limited Warranty Unit Deed, Encumbrances and Reservation of Rights with Power of Attorney for Sky Ala Moana West, a purchaser consents to the exercise by Developer of any of Developer's reserved rights and the appointment of Developer as the purchaser's attorney-in-fact. See Section D of Exhibit "L" for more information.

6. **Dispute Resolution; Waivers.** The following provisions apply to the resolution of covered disputes arising in connection with a sales contract or the Declaration, respectively:
  - A. **Sales Contract (Section E.35):** The following provisions apply to the resolution of Disputes (as defined below):
    1. **PURPOSE AND EXCLUSIVITY.** THE PURPOSE OF THESE DISPUTE NOTIFICATION AND RESOLUTION PROCEDURES (THE "PROCEDURES") IS TO PROVIDE SELLER AND ITS MANAGERS, MEMBERS, OFFICERS, AGENTS, EMPLOYEES, BROKERS, OTHER REPRESENTATIVES, AND PURCHASER OR OTHER OWNER OF AN INTEREST IN THE UNIT AND ANY PERSONS CLAIMING THEREUNDER (COLLECTIVELY, FOR PURPOSES OF THIS SECTION, THE "PARTIES") WITH A MECHANISM TO RESOLVE DISPUTES THAT ARISE IN CONNECTION WITH THE SALES CONTRACT. THE PARTIES AGREE THAT THESE PROCEDURES SHALL BE THE METHOD EMPLOYED TO RESOLVE ALL DISPUTES.
      - a. **DEFINITION.** A "DISPUTE" MEANS AND INCLUDES ANY AND ALL ACTIONS, CLAIMS OR DISPUTES BETWEEN OR AMONG THE PARTIES WITH RESPECT TO, ARISING OUT OF, OR RELATING TO THE SALES CONTRACT, WHERE THE TOTAL AMOUNT IN CONTROVERSY (INCLUDING ALL CLAIMS AND COUNTERCLAIMS) IS GREATER THAN THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00). A DISPUTE SHALL NOT INCLUDE CONSTRUCTION DEFECTS COVERED UNDER THE CONTRACTOR REPAIR ACT, CHAPTER 672E OF THE HAWAII REVISED STATUTES (THE "CONTRACTOR REPAIR ACT").
      - b. **PRE-CLOSING DISPUTE.** NOTWITHSTANDING ANYTHING IN THIS SECTION TO THE CONTRARY AND SUBJECT TO SECTIONS E.33 AND E.34 OF THE SALES CONTRACT, ANY DISPUTE SOLELY BETWEEN SELLER AND PURCHASER ARISING OUT OF OR INCIDENT TO THE SALES CONTRACT MAY BE PURSUED IN A COURT OF COMPETENT JURISDICTION IN HONOLULU, HAWAII, WITHOUT THE OBLIGATION OF DISCUSSION OR MEDIATION, PROVIDED THAT SUCH CLAIM IS FILED PRIOR TO THE SCHEDULED CLOSING DATE IN THE SALES CONTRACT.

c. DISCUSSION. ANY PERSON WITH A DISPUTE SHALL NOTIFY THE PARTY TO WHOM THE DISPUTE IS DIRECTED IN WRITING OF THE DISPUTE, WHICH WRITING SHALL DESCRIBE THE NATURE OF THE DISPUTE AND ANY PROPOSED REMEDY (THE "DISPUTE NOTICE"). WITHIN A REASONABLE PERIOD AFTER RECEIPT OF THE DISPUTE NOTICE, WHICH PERIOD SHALL NOT EXCEED TWENTY-ONE CALENDAR (21) DAYS, THE PARTIES TO THE DISPUTE, REPRESENTED BY INDIVIDUALS WITH DECISION MAKING AUTHORITY, SHALL MEET AT A MUTUALLY ACCEPTABLE LOCATION WITHIN OR NEAR THE PROJECT TO DISCUSS THE DISPUTE. THE PARTIES TO THE DISPUTE SHALL NEGOTIATE IN GOOD FAITH IN AN EFFORT TO RESOLVE THE DISPUTE.

d. MEDIATION. IF THE PARTIES CANNOT RESOLVE SUCH DISPUTE PURSUANT TO THE PROCEDURES DESCRIBED IN SECTION 1.c. ABOVE WITHIN THIRTY (30) CALENDAR DAYS AFTER THE COMMENCEMENT OF DISCUSSIONS, THE MATTER SHALL BE SUBMITTED TO MEDIATION BY AND PURSUANT TO THE PROCEDURES ADOPTED BY DISPUTE PREVENTION AND RESOLUTION, INC. ("DPR") IN HONOLULU, HAWAII, OR ANY SUCCESSOR ENTITY THERETO, OR TO ANY OTHER ENTITY OFFERING MEDIATION SERVICES THAT IS ACCEPTABLE TO THE PARTIES.

(i) PARTIES PERMITTED AT SESSIONS. PERSONS OTHER THAN THE PARTIES, THEIR AUTHORIZED REPRESENTATIVES, AND THE MEDIATOR MAY ATTEND THE MEDIATION SESSIONS ONLY WITH THE CONSENT OF THE MEDIATOR; PROVIDED, HOWEVER, SUCH PERMISSION AND CONSENT SHALL NOT BE REQUIRED TO ALLOW PARTICIPATION OF SUCH PARTIES' LIABILITY INSURERS IN THE MEDIATION TO THE EXTENT REQUIRED UNDER SUCH PARTIES' LIABILITY INSURANCE POLICY.

(ii) RECORD. THERE SHALL BE NO STENOGRAPHIC RECORD OF THE MEDIATION PROCESS.

(iii) EXPENSES. THE EXPENSES OF WITNESSES SHALL BE PAID BY THE PARTY PRODUCING SUCH WITNESSES. ALL OTHER EXPENSES OF THE MEDIATION INCLUDING, BUT NOT LIMITED TO, THE FEES AND COSTS CHARGED BY THE MEDIATOR AND THE EXPENSES OF ANY WITNESSES OR THE COST OF ANY PROOF OR EXPERT ADVICE PRODUCED AT THE DIRECT REQUEST OF THE MEDIATOR, SHALL BE BORNE EQUALLY BY THE PARTIES TO THE MEDIATION UNLESS THEY AGREE OTHERWISE. EACH PARTY TO THE MEDIATION SHALL BEAR ITS OWN ATTORNEYS' FEES AND COSTS IN CONNECTION WITH SUCH MEDIATION.

(iv) NO JUDICIAL INTERVENTION. IF A PARTY INSTITUTES LITIGATION PRIOR TO OBSERVING THE PROCEDURES SET FORTH IN SECTIONS 1.c AND 1.d ("PROHIBITED LITIGATION"), SUCH PARTY SHALL BE RESPONSIBLE FOR ALL REASONABLE EXPENSES AND FEES (INCLUDING ATTORNEYS' FEES) INCURRED BY THE OTHER PARTY IN OBTAINING A STAY OR DISMISSAL OF THE PROHIBITED LITIGATION.

(v) CONFIDENTIALITY. ALL NEGOTIATIONS, MEDIATION PROCEEDINGS, AND ANY DISCOVERY CONDUCTED PURSUANT TO THESE PROCEDURES ARE CONFIDENTIAL. ALL PROCEEDINGS CONDUCTED PURSUANT TO THESE PROCEDURES SHALL BE TREATED FOR ALL PURPOSES AS COMPROMISE AND SETTLEMENT NEGOTIATIONS WITHIN THE MEANING OF RULE 408 OF THE FEDERAL RULES OF EVIDENCE AND RULE 408 OF THE HAWAII RULES OF EVIDENCE.

e. FURTHER RESOLUTION. IF THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE PURSUANT TO THE PROCEDURES DESCRIBED IN SECTIONS 1.c AND 1.d ABOVE, EACH PARTY SHALL HAVE THE RIGHT TO PURSUE THE RIGHTS AND REMEDIES AVAILABLE TO SUCH PARTY AT LAW OR IN EQUITY. IF A DISPUTE PROCEEDS IN COURT, SUCH ACTION SHALL BE BROUGHT EXCLUSIVELY IN THE FEDERAL OR STATE COURTS LOCATED IN HONOLULU, HAWAII. THE PARTIES HEREBY AGREE THAT THE



COURT SHALL APPLY HAWAII SUBSTANTIVE LAW AND APPLICABLE STATUTES OF LIMITATIONS AND WILL HONOR CLAIMS OF PRIVILEGE RECOGNIZED BY LAW.

f. WAIVER OF JURY TRIAL. THE PARTIES ACKNOWLEDGE THAT THE PROCEDURES SET FORTH IN THE SALES CONTRACT ARE A MATERIAL INDUCEMENT FOR THEM TO ENTER INTO THE SALES CONTRACT. ACCORDINGLY, WITH RESPECT TO ANY DISPUTE, THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL ON ANY CLAIM OR CAUSE OF ACTION THAT IS BASED UPON OR ARISES OUT OF SUCH DISPUTE.

g. WAIVER OF CLASS-WIDE CLAIMS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE ADJUDICATION OF ANY DISPUTE SHALL BE BY AND BETWEEN THE PARTIES ONLY. THE PARTIES EXPRESSLY WAIVE ANY AND ALL RIGHTS TO PURSUE CLASS-WIDE CLAIMS RELATING TO ANY DISPUTE. THE PARTIES ACKNOWLEDGE AND AGREE ANY DISPUTE SHALL NOT BE CONSOLIDATED WITH THE CLAIMS OF ANY OTHER PERSON.

h. STATUTES OF LIMITATION. THE APPLICABLE STATUTE OF LIMITATIONS SHALL NOT BE TOLLED BY ANYTHING CONTAINED IN THESE PROCEDURES. NOTWITHSTANDING THE PROHIBITION ON LITIGATION, A PARTY MAY COMMENCE AN ACTION SOLELY FOR THE PURPOSE OF TOLLING THE STATUTES OF LIMITATION, PROVIDED SUCH PARTY IMMEDIATELY STAYS THE ACTION TO RESOLVE THE DISPUTE PURSUANT TO THE PROCEDURES DESCRIBED IN SECTIONS 1.c AND 1.d ABOVE.

i. SURVIVAL; SUCCESSORS AND ASSIGNS. THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS SECTION SHALL SURVIVE THE CONVEYANCE OF THE UNIT PURSUANT TO THE SALES CONTRACT AND THE TERMINATION OR EXPIRATION OF THE SALES CONTRACT. THESE PROCEDURES, AND THE RIGHTS, DUTIES, AND OBLIGATIONS OF THE PARTIES, SHALL BE BINDING UPON AND SHALL INURE TO THE BENEFIT OF THEIR RESPECTIVE SUCCESSORS AND PERMITTED ASSIGNS.

j. THIRD-PARTY BENEFICIARY. IT IS THE INTENT OF SELLER AND PURCHASER THAT THE CONTRACTORS, SUBCONTRACTORS, DESIGN PROFESSIONALS, ENGINEERS AND SUPPLIERS WHO PROVIDED LABOR, SERVICES, OR MATERIALS TO THE PROJECT, AND SELLER'S AGENTS AND ATTORNEYS, SHALL BE THIRD-PARTY BENEFICIARIES UNDER THIS SECTION, AND SHALL BE ENTITLED TO ENFORCE THE PROVISIONS OF THIS SECTION.

**B. Declaration (Section XXXIX):**

The following provisions apply to the resolution of Disputes (as defined below):

1. **DISPUTES.** The purpose of this Section is to provide the Owners, Association, Board, Managing Agent, Developer and their respective Representatives (collectively, for purposes of this Section, the "**Parties**") with a mechanism to resolve Disputes (as defined below). A "**Dispute**" means and includes any and all actions, claims or disputes between or among the Parties with respect to, arising out of, or relating to the Declaration. A Dispute shall not include: (a) claims for construction defects governed by the Contractor Repair Act, Chapter 672E of the Hawaii Revised Statutes; (b) actions seeking equitable relief involving threatened property damage or the health or safety of Owners or any other persons; (c) actions to collect assessments; (d) personal injury claims; or (e) actions against the Association, the Board, or any Director, Officer, agent, employee, or other persons for amounts in excess of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) if insurance coverage under a policy of insurance procured by the Association or the Board would be unavailable for defense or judgment because mediation was pursued.

2. **DISCUSSION.** Any Party with a Dispute shall notify the party to whom the Dispute is directed in writing of the Dispute, which writing shall describe the nature of the Dispute and any proposed remedy (the "**Dispute Notice**"). Within a reasonable period of time after receipt of the Dispute Notice, which period shall not exceed twenty-one (21) calendar days, the Parties to the Dispute shall meet at a mutually acceptable location within or near the Project to discuss the Dispute. The Parties to the Dispute shall negotiate in good faith in effort to resolve the Dispute.

3. **MEDIATION.** If the Parties cannot resolve such Dispute by discussion pursuant to Section 2 above within thirty (30) calendar days after the commencement of such discussion, the matter shall be submitted to mediation by and pursuant to the procedures adopted by Dispute Prevention and Resolution, Inc. ("**DPR**") in Honolulu, Hawaii, or to any successor entity thereto, or to any other entity offering mediation services that is acceptable to the Parties.

i. **Parties Permitted at Sessions.** Persons other than the Parties, their authorized representatives and the mediator may attend the mediation sessions only with the consent of the mediator; provided, however, such permission and consent shall not be required to allow participation of such Parties' liability insurers in the mediation to the extent required under such Parties' liability insurance policy.

ii. **Record.** There shall be no stenographic record of the mediation process.

iii. **Expenses.** The expenses of witnesses shall be paid by the Party producing such witnesses. All other expenses of the mediation including, but not limited to, the fees and costs charged by the mediator and the expenses of any witnesses, or the cost of any proof or expert advice produced at the direct request of the mediator, shall be borne equally by the Parties unless they agree otherwise. Each Party shall bear its own attorneys' fees and costs in connection with such mediation.

iv. **No Judicial Intervention.** If a Party institutes litigation prior to observing the procedures set forth in Sections 2 and 3 ("**Prohibited Litigation**"), such Party shall be responsible for all reasonable expenses and fees (including attorneys' fees) incurred by the other Party in obtaining a stay or dismissal of the Prohibited Litigation.

v. **Confidentiality.** All negotiations, mediation proceedings, and any discovery conducted pursuant to these procedures are confidential. All proceedings conducted pursuant to these procedures shall be treated for all purposes as compromise and settlement negotiations within the meaning of Rule 408 of the Federal Rules of Evidence and Rule 408 of the Hawaii Rules of Evidence.

4. **FURTHER RESOLUTION.** If the Parties are unable resolve a Dispute pursuant to the procedures described in Sections 2 and 3 above, each Party shall have the right to pursue all rights and remedies available to such Party at law or in equity. If a Dispute proceeds in court, such action shall be brought exclusively in the federal or state courts located in Honolulu, Hawaii. The Parties hereby agree that the court shall apply Hawaii substantive law and applicable statutes of limitations and will honor claims of privilege recognized by law.

5. **STATUTES OF LIMITATION.** The applicable statute of limitations shall not be tolled, or otherwise suspended, by anything contained in these procedures. Notwithstanding the prohibition on litigation, a Party may commence an action solely for the purpose of tolling the statutes of limitation, provided such Party immediately stays the action to resolve the Dispute pursuant to the procedures described in Sections 2 and 3 above.

6. **UNENFORCEABILITY.** If any part of this Section is held to be unenforceable, it shall be severed and shall not affect either the duties to mediate hereunder or any other part of this Section.

The following are provisions in the Declaration (Section XLV.A) regarding the waiver of certain rights:

1. **WAIVER OF CERTAIN DAMAGES.** WITH RESPECT TO ALL DISPUTES, EACH OWNER, THE ASSOCIATION, THE BOARD, MANAGING AGENT, DEVELOPER AND EACH OF THEIR REPRESENTATIVES WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO RECOVER PUNITIVE, EXEMPLARY, TREBLE, OR OTHER MULTIPLE DAMAGES.
2. **WAIVER OF JURY TRIAL.** EACH OWNER, THE ASSOCIATION, THE BOARD, MANAGING AGENT, DEVELOPER, AND EACH OF THEIR REPRESENTATIVES UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY CLAIM, CAUSE OF ACTION, OR DISPUTE. THE PARTIES AGREE THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN COURT SHALL BE DECIDED BY A JUDGE AND NOT BY A JURY.
3. **WAIVER OF CLASS ACTION.** EACH OWNER, THE ASSOCIATION, THE BOARD, MANAGING AGENT, DEVELOPER AND EACH OF THEIR REPRESENTATIVES UNCONDITIONALLY WAIVE ANY RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO ANY DISPUTE. THE PARTIES UNCONDITIONALLY AGREE THAT ANY DISPUTE WILL BE ADJUDICATED ON AN INDIVIDUAL BASIS. ALL PARTIES TO THE LITIGATION MUST BE INDIVIDUALLY NAMED. THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, AND THE PARTIES ARE SPECIFICALLY BARRED FROM DOING SO.
7. **Warranties.** Developer is developing the Project, but it is not the general contractor or an affiliate of the general contractor building the Project. Developer makes no warranties, express or implied, about the units or the Project, or about consumer products or anything else installed or contained in the units or the Project. This includes, but is not limited to, warranties of merchantability, habitability, workmanlike construction, fitness for a particular purpose, or sufficiency of design.
8. **Commercial Director Consent Rights.** The Commercial Director (who is the Director elected to the Board by the Commercial Unit Class) has certain consent rights as to certain aspects of the Project. For instance, the consent of the Commercial Director is required where capital updates are contemplated for the Project, the cost of which exceeds five percent (5%) of the budget.
9. **Limitation of Purchaser's Recovery in the Event of a Developer Default.** If Developer defaults under the sales contract, the purchaser must provide written notice of such default to Developer. If Developer fails to cure the default within thirty (30) calendar days after it receives notice of the default, and if the purchaser is not then in material default under the sales contract, then the purchaser may terminate the sales contract and receive a refund of payments made under the agreement together with any interest earned thereon.

**SEE BOX B ON PAGE 15 AND SECTION 6 ON PAGES 19 THROUGH 19d  
IN THIS REPORT FOR OTHER SIGNIFICANT MATTERS AND  
IMPORTANT DISCLOSURES THAT SHOULD BE CAREFULLY  
REVIEWED BY PURCHASER.**

## 1. THE CONDOMINIUM PROJECT

### 1.1 The Underlying Land

Fee Simple or Leasehold Project	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (attach Leasehold Exhibit)
Developer is the Fee Owner	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Fee Owner's Name if Developer is not the Fee Owner	
Address of Project	1388 Kapiolani Boulevard Honolulu, Hawaii 96814
Address of Project is expected to change because (describe)	N/A
Tax Map Key (TMK)	(1) 2-3-016: 004 (portion), and :008
Tax Map Key is expected to change because	The Project will obtain a master Tax Map Key, and the individual units will be assigned a separate Tax Map Key.
Land Area (square feet or acres)	34,800 square feet
Developer's right to acquire the Property if Developer is not the Fee Owner (describe)	

### 1.2 Buildings and Other Improvements

Number of Buildings	1
Floors Per Building	43
Number of New Building(s)	1
Number of Converted Building(s)	0
Principle Construction Materials (concrete, wood, hollow tile, steel, glass, etc.)	Concrete, steel and glass

### 1.3 Unit Types and Sizes of Units

Unit Type	Quantity	BR/Bath	Net Living Area	Net Other Areas	Other Areas (lanai, garage, etc)	Total Area
See Exhibit "A"						

<b>392</b>	<b>Total Number of Units</b>
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Note: Net Living Area is the floor area of the unit measured from the interior surface of the perimeter walls of the unit. Other documents and maps may give floor area figures that differ from those above because a different method of determining floor area may have been used.

### 1.9 Common Elements

**Common Elements:** Common elements are those parts of the condominium project other than the individual units and any other real estate for the benefit of unit owners. Although the common elements are owned jointly by all unit owners, those portions of the common elements that are designated as limited common elements (see Section 1.10 below) may be used only by those units to which they are assigned. In addition to the common facilities described in Section 1.8 above, the common elements for this project, as described in the Declaration, are set forth below.

Described in Exhibit "E"

Described as follows:

Common Element	Number
Elevators	5 (1 shared with Sky East Project)
Stairways	3
Trash Chutes	1

### 1.10 Limited Common Elements

**Limited Common Elements:** A limited common element is a portion of the common elements that is reserved for the exclusive use of one or more but fewer than all units in the project.

Described in Exhibit "E"

Described as follows:

### 1.11 Special Use Restrictions

The Declaration and Bylaws may contain restrictions on the use and occupancy of the units. Restrictions for this project include, but are not limited to, those described below.

<input checked="" type="checkbox"/>	Pets: dogs, cats or other typical household pets and service animals are permitted in Residential Units pursuant to the limitations in Section VI.M of the Declaration and the House Rules (see Exhibit "K")
<input checked="" type="checkbox"/>	Number of Occupants: See Declaration, Section VI.C.2 (See also Section C.2 of Exhibit "D")
<input checked="" type="checkbox"/>	Other: Other: See Exhibit "D"; House Rules and restrictions on home-based businesses described in Exhibit "D", paragraph C.1
<input type="checkbox"/>	There are no special use restrictions.

### 1.12 Encumbrances Against Title

An encumbrance is a claim against or a liability on the property or a document affecting the title or use of the property. Encumbrances may have an adverse effect on the property or your purchase and ownership of a unit in the project. Encumbrances shown may include blanket liens which will be released prior to conveyance of a unit (see Section 5.3 on Blanket Liens).

Exhibit "F" describes the encumbrances against title contained in the title report described below.

Date of the title report: February 10, 2021

Company that issued the title report: Title Guaranty of Hawaii, LLC



## 2. PERSONS CONNECTED WITH THE PROJECT

<b>2.1 Developer(s)</b>	<p>Name: JL Avalon Capbridge, LLC</p> <p>Business Address: 1440 Kapiolani Boulevard, Suite 1509 Honolulu, Hawaii 96814</p> <p>Business Phone Number: (808) 445-9080 E-mail Address: info@jlamanoana.com</p>
<p>Names of officers and directors of Developers that are corporations; general partners of a partnership; partners of a limited liability partnership (LLP); or a manager and members of a limited liability company (LLC) (attach separate sheet if necessary).</p>	<p>JL Ala Moana LLC is the member of JL Avalon Capbridge, LLC</p> <p>Timothy Lee is an Authorized Representative to execute documents on behalf of JL Avalon Capbridge, LLC</p>
<b>2.2 Real Estate Broker*</b>	<p>Name: Associated Real Estate Advisors LLC</p> <p>Business Address: 1440 Kapiolani Boulevard, Suite 1509 Honolulu, Hawaii 96814</p> <p>Business Phone Number: (808) 517-4373 E-mail Address: info@skyalamoana.com</p>
<b>2.3 Escrow Depository*</b>	<p>Name: Title Guaranty Escrow Services, Inc.</p> <p>Business Address: 235 Queen Street Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 521-0211</p>
<b>2.4 General Contractor</b>	<p>Name: To be determined</p> <p>Business Address:</p> <p>Business Phone Number:</p>
<b>2.5 Condominium Managing Agent</b>	<p>Name: Hawaiian Properties, Ltd.</p> <p>Business Address: 1165 Bethel Street Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 539-9777</p>
<b>2.6 Attorney for Developer</b>	<p>Name: Imanaka Asato; Attn: Owen T. Iida</p> <p>Business Address: 745 Fort Street, 17<sup>th</sup> Floor Honolulu, Hawaii 96813</p> <p>Business Phone Number: (808) 521-9500</p>

\* If different units have different agents, attach an addendum as page 9a listing each unit's respective agents.

### 3. CREATION OF THE CONDOMINIUM AND CONDOMINIUM DOCUMENTS

A condominium is created by recording in the Bureau of Conveyances (Regular System) or filing in the Office of the Assistant Registrar of the Land Court, or both, a Declaration of Condominium Property Regime, a Condominium Map and the Bylaws of the Association of Unit Owners. The Condominium Property Act (Chapter 514B, HRS), Declaration, Bylaws, and House Rules control the rights and obligations of the unit owners with respect to the project and the common elements, to each other, and to their respective units.

#### 3.1 Declaration of Condominium Property Regime

The Declaration of Condominium Property Regime contains a description of the land, buildings, units, common interests, common elements, limited common elements, and other information relating to the condominium project.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	March 15, 2019	T-10669266

##### Amendments to Declaration of Condominium Property Regime

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	February 9, 2021	A-77130313
Bureau of Conveyances	February 9, 2021	A-77130316

#### 3.2 Bylaws of the Association of Unit Owners

The Bylaws of the Association of Unit Owners govern the operation of the condominium project. They provide for the manner in which the Board of Directors of the Association of Unit Owners is elected, the powers and duties of the Board, the manner in which meetings will be conducted, whether pets are prohibited or allowed, and other matters that affect how the condominium project will be governed.

Land Court or Bureau of Conveyances	Date of Document	Document Number
Land Court	March 15, 2019	T-10669267

##### Amendments to Bylaws of the Association of Unit Owners

Land Court or Bureau of Conveyances	Date of Document	Document Number
Bureau of Conveyances	February 9, 2021	A-77130317

#### 3.3 Condominium Map

The Condominium Map contains a site plan and floor plans, elevations, and layout of the condominium project. It also shows the floor plan, unit number, and dimensions of each unit.

Land Court Map Number	2438
Bureau of Conveyances Map Number	
Dates of Recordation of Amendments to the Condominium Map:	

## 4. CONDOMINIUM MANAGEMENT

### 4.1 Management of the Common Elements

**Management of the Common Elements:** The Association of Unit Owners is responsible for the management of the common elements and the overall operation of the condominium project. The Association may be permitted, and in some cases may be required, to employ or retain a condominium managing agent to assist the Association in managing the condominium project.

The initial Condominium Managing Agent for this project is (check one):

<input checked="checked" type="checkbox"/>	Not affiliated with the Developer
<input type="checkbox"/>	None (self-managed by the Association)
<input type="checkbox"/>	The Developer or an affiliate of the Developer
<input type="checkbox"/>	Other (specify):

### 4.2 Estimate of the Initial Maintenance Fees

**Estimate of the Initial Maintenance Fees:** The Association will make assessments against your unit to provide funds for the operation and maintenance of the condominium project. If you are delinquent in paying the assessments, a lien may be placed on your unit and the unit may be sold through a foreclosure proceeding. Initial maintenance fees are difficult to estimate and tend to increase as the condominium ages. Maintenance fees may vary depending on the services provided.

Exhibit "H" contains a breakdown of the estimated annual maintenance fees and the monthly estimated maintenance fee for each unit, certified to have been based on generally accepted accounting principles, with the Developer's statement as to when a unit owner shall become obligated to start paying the unit owner's share of the common expenses.

### 4.3 Utility Charges to be Included in the Maintenance Fee

If checked, the following utilities are included in the maintenance fee:

<input checked="checked" type="checkbox"/>	Electricity for the common elements
<input checked="checked" type="checkbox"/>	Gas for the common elements
<input checked="checked" type="checkbox"/>	Water
<input checked="checked" type="checkbox"/>	Sewer
<input checked="checked" type="checkbox"/>	TV Cable
<input checked="checked" type="checkbox"/>	Other (specify): Internet, Reciprocal Easement Reimbursement, Recreational Facilities Reimbursement

### 4.4 Utilities to be Separately Billed to Unit Owner

If checked, the following utilities will be billed to each unit owner and are not included in the maintenance fee:

<input checked="checked" type="checkbox"/>	Electricity for the Unit only
<input type="checkbox"/>	Gas for the Unit only
<input type="checkbox"/>	Water
<input type="checkbox"/>	Sewer
<input type="checkbox"/>	TV Cable
<input checked="checked" type="checkbox"/>	Other (specify): Electricity for EV charger and/or 120 volt outlets if purchased

## ENCUMBRANCES AGAINST TITLE

6. REAL PROPERTY MORTGAGE, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND

RENTS, AND FIXTURE FILING

MORTGAGOR : JL AVALON CAPBRIDGE, LLC, a Hawaii limited liability company

MORTGAGEE : JLC CORPORATION, a corporation organized under the laws of the Republic of Korea

DATED : February 21, 2020

FILED : Land Court Document No. A-74600495

AMOUNT : \$35,000,000.00

7. Designation of the following easements as referenced on subdivision map prepared by John R. K. Akina, Land Surveyor, with Walter P. Thompson, Inc., dated November 10, 2020, approved by the Department of Planning and Permitting, City and County of Honolulu, DPP File No. 2020/SUB-153, on January 8, 2021:
  - (A) Easement A-2 for public access purposes.
  - (B) Easement A-3 for public access purposes.
8. Any unrecorded leases and matters arising from or affecting the same.
9. Discrepancies, conflicts in boundary lines, shortages in area, encroachments or any other matters which a correct survey or archaeological study would disclose.
10. Any lien (or claim of lien) for services, labor or material arising from an improvement or work related to the project land.



**EXHIBIT "H"**

**ESTIMATED BUDGET AND INITIAL MAINTENANCE FEES**

**CERTIFICATE**

I, Jeff Dickinson, as agent for the Association of Unit Owners of Sky Ala Moana West Tower (the "Association"), the association of condominium unit owners for the Sky Ala Moana West Tower condominium project (the "Project"), hereby certify that the attached budget, breakdown of the annual maintenance fees, and the monthly estimated costs for each unit in the Project were prepared on a cash basis in accordance with generally accepted accounting principles.

  
\_\_\_\_\_  
Signature

10-6-2020  
\_\_\_\_\_  
Date

Pursuant to Section 514B-148 of the Hawaii Revised Statutes, a new association need not collect estimated replacement reserves until the fiscal year that begins after the association's first annual meeting. The Association has not conducted a reserve study for the Project. The budget amount for reserves is an estimate only.

Pursuant to Section 514B-41 of the Hawaii Revised Statutes, the Project, which contains units for both residential and nonresidential use, may apportion charges and distributions in a fair and equitable manner as set forth in the Declaration of Condominium Property Regime of Sky Ala Moana West, as amended. Accordingly, certain expenses attributable only to classes of units are chargeable to the applicable unit class.

The budget is intended to show the estimated expenses of operating the Project. All amounts set forth therein are estimates only, and may change for reasons beyond the control of the Association or the developer, JL Avalon Capbridge, LLC. The estimated figures do not account for inflation, market adjustments, and unanticipated events, including, without limitation, acts of government, acts of God, terrorism, or war. Such estimates are not intended to be and do not constitute any representation or warranty as to the accuracy of such estimates. The budget may increase due to increases in insurance premiums, utility costs, maintenance services, and other costs. Therefore, Hawaiian Properties, Ltd., its agents, employees, etc. shall not be liable for any future claims regarding the use of these estimates.

## Estimated Fee Disbursement

Sky Ala Moana West  
(390 Residential Units)  
(2 Commercial Units)

	WEST TOWER					
	Residential		Commercial		Total	
	Monthly Budget	Annual Budget	Monthly Budget	Annual Budget	Monthly Budget	Annual Budget
<b>RECEIPTS</b>						
OPERATION						
Maintenance Fee	255,874.95	3,070,499.44	6,658.94	79,907.33	262,533.90	3,150,406.77
Electricity - Residential Units Reimbursement	49,617.43	595,409.17	-	-	49,617.43	595,409.17
Electricity - W. Commercial Reimbursement	-	-	5,833.00	69,996.00	5,833.00	69,996.00
Water - W. Commercial Reimbursement	-	-	833.00	9,996.00	833.00	9,996.00
Sewer - W. Commercial Reimbursement	-	-	2,082.50	24,990.00	2,082.50	24,990.00
Cleaning Service to the Flats	3,904.40	46,852.80	95.60	1,147.20	4,000.00	48,000.00
Recreational Facilities Reimbursement ("RFR")	-	-	-	-	-	-
Reciprocal Easement Reimbursement ("RER")	14,634.96	175,619.55	358.34	4,300.08	14,993.30	179,919.63
Surfboard/Storage Receipts	625.00	7,500.00	-	-	625.00	7,500.00
Extra Fob/Access Card	500.00	6,000.00	-	-	500.00	6,000.00
Pet Registration	250.00	3,000.00	-	-	250.00	3,000.00
Lockout Fee	50.00	600.00	-	-	50.00	600.00
OTHER	-	-	-	-	-	-
Interest Income	102.63	1,231.51	7.16	85.92	109.79	1,317.43
Other Income	0.36	4.30	0.03	0.30	0.38	4.60
<b>TOTAL RECEIPTS</b>	<b>325,559.73</b>	<b>3,906,716.77</b>	<b>15,868.57</b>	<b>190,422.83</b>	<b>341,428.30</b>	<b>4,097,139.60</b>
<b>OPERATING EXPENSES</b>						
UTILITIES						
Electricity - Residential Units	49,617.43	595,409.17	-	-	49,617.43	595,409.17
Electricity - W. Commercial	-	-	5,833.00	69,996.00	5,833.00	69,996.00
Electricity - W. Common Area	17,500.44	210,005.25	-	-	17,500.44	210,005.25
Electricity - RFR	6,000.15	72,001.80	-	-	6,000.15	72,001.80
Electricity - RER	10,573.76	126,885.17	259.01	3,108.08	10,832.77	129,993.25
Water - Residential Units	4,933.50	59,202.00	-	-	4,933.50	59,202.00
Water - W. Commercial	-	-	833.00	9,996.00	833.00	9,996.00
Water - W. Common Area	813.09	9,757.10	19.91	238.90	833.00	9,996.00
Water - RFR	1,333.08	15,996.96	-	-	1,333.08	15,996.96
Water - RER	431.49	5,177.87	10.57	126.83	442.06	5,304.71
Sewer - Residential Units	12,870.00	154,440.00	-	-	12,870.00	154,440.00
Sewer - W. Commercial	-	-	2,082.50	24,990.00	2,082.50	24,990.00
Sewer - W. Common Area	2,032.73	24,392.74	49.77	597.26	2,082.50	24,990.00
Sewer - RFR	3,477.60	41,731.20	-	-	3,477.60	41,731.20
Sewer - RER	2,251.25	27,014.99	55.14	661.74	2,306.39	27,676.73
Gas - West Tower Amenities	400.00	4,800.00	-	-	400.00	4,800.00
Gas - RFR	443.20	5,318.40	-	-	443.20	5,318.40
TV Cable & Internet - Residential	18,896.00	226,752.00	-	-	18,896.00	226,752.00
<b>TOTAL UTILITIES</b>	<b>131,573.72</b>	<b>1,578,884.65</b>	<b>9,142.90</b>	<b>109,714.81</b>	<b>140,716.62</b>	<b>1,688,599.46</b>

## Estimated Fee Disbursement

Sky Ala Moana West  
(390 Residential Units)  
(2 Commercial Units)

<b>CONTRACT SERVICES</b>						
HVAC - West Tower	1,171.32	14,055.84	28.68	344.16	1,200.00	14,400.00
Window Cleaning - West Tower	3,750.00	45,000.00	-	-	3,750.00	45,000.00
Elevators & Lifts - West Tower	3,600.00	43,200.00	-	-	3,600.00	43,200.00
Elevators & Lifts - Commercial	-	-	245.58	2,946.96	245.58	2,946.96
Trees - RFR	1,333.33	16,000.00	-	-	1,333.33	16,000.00
Refuse-West Tower Residence	4,104.28	49,251.36	-	-	4,104.28	49,251.36
Refuse-West Tower Commercial	-	-	2,418.00	29,016.00	2,418.00	29,016.00
Trash Compactor Service West Tower	81.34	976.10	1.99	23.90	83.33	1,000.00
Pool & Spas - RFR	560.00	6,720.00	-	-	560.00	6,720.00
Other - Generator	352.45	4,229.40	8.63	103.60	361.08	4,333.00
Other - Pest Control West Tower	780.88	9,370.56	19.12	229.44	800.00	9,600.00
Other - Roof-West Tower	81.34	976.10	1.99	23.90	83.33	1,000.00
Other - Back Flow Prevention Tests West Tower	146.42	1,756.98	3.59	43.02	150.00	1,800.00
Other - Booster Pump Service West Tower	97.61	1,171.32	2.39	28.68	100.00	1,200.00
Other - Gate Maintenance	75.53	906.30	1.85	22.20	77.38	928.50
Other - Submetering West Tower	2,823.60	33,883.20	-	-	2,823.60	33,883.20
Other - Submetering West Tower Commercial	-	-	14.48	173.76	14.48	173.76
Other - Security Equipment	125.88	1,510.50	3.08	37.00	128.96	1,547.50
Other - Fire Systems	1,384.93	16,619.13	33.92	407.09	1,418.85	17,026.21
<b>TOTAL CONTRACT SERVICES</b>	<b>20,468.90</b>	<b>245,626.79</b>	<b>2,783.31</b>	<b>33,399.71</b>	<b>23,252.21</b>	<b>279,026.49</b>
<b>MAINTENANCE</b>						
Cleaning Supplies - West Tower	1,020.02	12,240.29	24.98	299.71	1,045.00	12,540.00
Cleaning Supplies - RFR	333.20	3,998.40	-	-	333.20	3,998.40
Cleaning Supplies - RER	251.95	3,023.42	6.17	74.06	258.12	3,097.48
Elevators & Lifts - Residential	250.00	3,000.00	-	-	250.00	3,000.00
Elevators & Lifts - Commercial Lift	-	-	25.58	306.98	25.58	306.98
Building Repairs and Supplies - West	325.37	3,904.40	7.97	95.60	333.33	4,000.00
Building Repairs and Supplies - RER	151.05	1,812.60	3.70	44.40	154.75	1,857.00
Plumbing Mechanical -West	325.37	3,904.40	7.97	95.60	333.33	4,000.00
Plumbing Mechanical - RER	50.35	604.20	1.23	14.80	51.58	619.00
Pool & Spa Supplies - RFR	800.00	9,600.00	-	-	800.00	9,600.00
Electrical Lighting Supplies - West	81.34	976.10	1.99	23.90	83.33	1,000.00
Electrical Lighting Supplies - RER	50.35	604.20	1.23	14.80	51.58	619.00
Paint Supplies - West	146.42	1,756.98	3.59	43.02	150.00	1,800.00
Paint Supplies - RER	50.35	604.20	1.23	14.80	51.58	619.00
Recreational Facilities Reimbursement ("RFR")	10,510.00	126,120.00	-	-	10,510.00	126,120.00
Reciprocal Easement Reimbursement ("RER")	-	-	-	-	-	-
<b>TOTAL MAINTENANCE</b>	<b>14,345.77</b>	<b>172,149.19</b>	<b>85.64</b>	<b>1,027.66</b>	<b>14,431.40</b>	<b>173,176.85</b>
<b>PROFESSIONAL SERVICES</b>						
AOAO Admin Expenses	151.05	1,812.60	3.70	44.40	154.75	1,857.00
AOAO Management Services - Master	906.30	10,875.60	22.20	266.40	928.50	11,142.00
AOAO Management Services - West	4,006.61	48,079.29	98.10	1,177.23	4,104.71	49,256.52
AOAO Rent - Resident Manager Unit	3,416.35	40,996.20	83.65	1,003.80	3,500.00	42,000.00
Admin Services & Supplies	1,220.13	14,641.50	29.88	358.50	1,250.00	15,000.00
Audit	371.58	4,459.00	9.10	109.22	380.69	4,568.22
Legal Fees	251.75	3,021.00	6.17	74.00	257.92	3,095.00
<b>TOTAL PROFESSIONAL SERVICES</b>	<b>10,323.77</b>	<b>123,885.19</b>	<b>252.80</b>	<b>3,033.55</b>	<b>10,576.56</b>	<b>126,918.74</b>

## Estimated Fee Disbursement

Sky Ala Moana West  
(390 Residential Units)  
(2 Commercial Units)

<b>SALARIES &amp; BENEFITS</b>						
Payroll - Resident Manager	8,947.58	107,371.00	219.08	2,629.00	9,166.67	110,000.00
Payroll - Management Staff	9,761.00	117,132.00	239.00	2,868.00	10,000.00	120,000.00
Payroll - Maintenance	13,014.67	156,176.00	318.67	3,824.00	13,333.33	160,000.00
Payroll - Security	34,736.96	416,843.51	850.54	10,206.50	35,587.50	427,050.00
Payroll - Housekeeping	16,268.33	195,220.00	398.33	4,780.00	16,666.67	200,000.00
Payroll Taxes	7,859.21	94,310.54	192.43	2,309.21	8,051.65	96,619.75
Workers Comp	2,366.04	28,392.44	57.93	695.19	2,423.97	29,087.63
TDI	314.37	3,772.42	7.70	92.37	322.07	3,864.79
Health Care	10,834.71	130,016.52	265.29	3,183.48	11,100.00	133,200.00
Uniforms	244.03	2,928.30	5.98	71.70	250.00	3,000.00
<b>TOTAL SALARIES &amp; BENEFITS</b>	<b>104,346.89</b>	<b>1,252,162.72</b>	<b>2,554.95</b>	<b>30,659.45</b>	<b>106,901.85</b>	<b>1,282,822.17</b>
<b>OTHER FIXED EXPENSES</b>						
Insurance - West Tower	17,244.43	206,933.20	422.23	5,066.80	17,666.67	212,000.00
Uninsured Expenses - RER	604.20	7,250.40	14.80	177.60	619.00	7,428.00
BOD Expenses Monthly - RER	181.26	2,175.12	4.44	53.28	185.70	2,228.40
Real Property Tax	406.71	4,880.50	9.96	119.50	416.67	5,000.00
<b>TOTAL OTHER FIXED EXPENSES</b>	<b>18,436.60</b>	<b>221,239.22</b>	<b>451.43</b>	<b>5,417.18</b>	<b>18,888.03</b>	<b>226,656.40</b>
<b>TOTAL OPERATING EXPENSES BEFORE RESERVE</b>	<b>299,495.65</b>	<b>3,593,947.75</b>	<b>15,271.03</b>	<b>183,252.37</b>	<b>314,766.68</b>	<b>3,777,200.12</b>
<b>RESERVE</b>						
Common Facility	16,307.26	195,687.09	399.45	4,793.39	16,706.71	200,480.48
West Tower	8,090.16	97,081.93	198.09	2,377.07	8,288.25	99,459.00
Shared Amenity	1,666.67	20,000.00	-	-	1,666.67	20,000.00
<b>TOTAL RESERVE</b>	<b>26,064.08</b>	<b>312,769.02</b>	<b>597.54</b>	<b>7,170.46</b>	<b>26,661.62</b>	<b>319,939.48</b>
<b>TOTAL</b>	<b>325,559.73</b>	<b>3,906,716.77</b>	<b>15,868.57</b>	<b>190,422.83</b>	<b>341,428.30</b>	<b>4,097,139.60</b>

# Estimated Maintenance Fees

Sky Ala Moana West  
(390 Units)  
(2 Commercial Units)

Residential Unit Number	Unit Type	Approx. Net Living Area (square feet)	Common Interest (%)	Residential Class Common Interest (%)	Monthly Fee	Annual Fee
806	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
808	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
809	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
810	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
811	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
901	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
902	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
903	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
904	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
905	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
906	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
907	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
908	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
909	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
910	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
911	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
1001	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
1002	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
1003	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
1004	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
1005	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
1006	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
1007	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
1008	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
1009	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
1010	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
1011	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
1101	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
1102	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
1103	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75



### Estimated Maintenance Fees

Sky Ala Moana West  
(390 Units)  
(2 Commercial Units)

Residential Unit Number	Unit Type	Approx. Net Living Area (square feet)	Common Interest (%)	Residential Class Common Interest (%)	Monthly Fee	Annual Fee
1104	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
1105	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
1106	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
1107	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
1108	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
1109	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
1110	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
1111	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
1201	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
1202	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
1203	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
1204	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
1205	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
1206	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
1207	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
1208	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
1209	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
1210	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
1211	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
1301	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
1302	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
1303	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
1304	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
1305	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
1306	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
1307	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
1308	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
1309	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
1310	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
1311	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15

### Estimated Maintenance Fees

Sky Ala Moana West  
(390 Units)  
(2 Commercial Units)

Residential Unit Number	Unit Type	Approx. Net Living Area (square feet)	Common Interest (%)	Residential Class Common Interest (%)	Monthly Fee	Annual Fee
1401	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
1402	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
1403	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
1404	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
1405	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
1406	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
1407	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
1408	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
1409	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
1410	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
1411	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
1501	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
1502	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
1503	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
1504	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
1505	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
1506	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
1507	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
1508	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
1509	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
1510	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
1511	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
1601	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
1602	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
1603	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
1604	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
1605	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
1606	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
1607	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
1608	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45

# Estimated Maintenance Fees

Sky Ala Moana West  
(390 Units)  
(2 Commercial Units)

Residential Unit Number	Unit Type	Approx. Net Living Area (square feet)	Common Interest (%)	Residential Class Common Interest (%)	Monthly Fee	Annual Fee
1609	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
1610	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
1611	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
1701	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
1702	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
1703	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
1704	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
1705	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
1706	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
1707	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
1708	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
1709	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
1710	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
1711	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
1801	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
1802	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
1803	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
1804	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
1805	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
1806	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
1807	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
1808	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
1809	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
1810	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
1811	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
1901	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
1902	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
1903	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
1904	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
1905	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41

### Estimated Maintenance Fees

Sky Ala Moana West  
(390 Units)  
(2 Commercial Units)

Residential Unit Number	Unit Type	Approx. Net Living Area (square feet)	Common Interest (%)	Residential Class Common Interest (%)	Monthly Fee	Annual Fee
1906	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
1907	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
1908	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
1909	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
1910	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
1911	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
2001	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
2002	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
2003	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
2004	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
2005	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
2006	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
2007	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
2008	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
2009	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
2010	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
2011	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
2101	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
2102	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
2103	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
2104	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
2105	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
2106	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
2107	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
2108	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
2109	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
2110	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
2111	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
2201	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
2202	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17

### Estimated Maintenance Fees

Sky Ala Moana West  
(390 Units)  
(2 Commercial Units)

Residential Unit Number	Unit Type	Approx. Net Living Area (square feet)	Common Interest (%)	Residential Class Common Interest (%)	Monthly Fee	Annual Fee
2203	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
2204	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
2205	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
2206	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
2207	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
2208	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
2209	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
2210	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
2211	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
2301	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
2302	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
2303	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
2304	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
2305	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
2306	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
2307	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
2308	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
2309	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
2310	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
2311	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
2401	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
2402	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
2403	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
2404	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
2405	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
2406	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
2407	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
2408	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
2409	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
2410	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23



### Estimated Maintenance Fees

Sky Ala Moana West  
(390 Units)  
(2 Commercial Units)

Residential Unit Number	Unit Type	Approx. Net Living Area (square feet)	Common Interest (%)	Residential Class Common Interest (%)	Monthly Fee	Annual Fee
2411	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
2501	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
2502	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
2503	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
2504	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
2505	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
2506	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
2507	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
2508	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
2509	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
2510	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
2511	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
2601	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
2602	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
2603	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
2604	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
2605	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
2606	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
2607	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
2608	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
2609	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
2610	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
2611	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
2701	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
2702	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
2703	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
2704	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
2705	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
2706	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
2707	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31

# Estimated Maintenance Fees

Sky Ala Moana West  
(390 Units)  
(2 Commercial Units)

Residential Unit Number	Unit Type	Approx. Net Living Area (square feet)	Common Interest (%)	Residential Class Common Interest (%)	Monthly Fee	Annual Fee
2708	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
2709	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
2710	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
2711	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
2801	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
2802	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
2803	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
2804	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
2805	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
2806	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
2807	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
2808	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
2809	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
2810	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
2811	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
2901	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
2902	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
2903	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
2904	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
2905	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
2906	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
2907	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
2908	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
2909	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
2910	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
2911	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
3001	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
3002	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
3003	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
3004	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62

### Estimated Maintenance Fees

Sky Ala Moana West  
(390 Units)  
(2 Commercial Units)

Residential Unit Number	Unit Type	Approx. Net Living Area (square feet)	Common Interest (%)	Residential Class Common Interest (%)	Monthly Fee	Annual Fee
3005	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
3006	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
3007	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
3008	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
3009	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
3010	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
3011	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
3101	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
3102	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
3103	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
3104	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
3105	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
3106	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
3107	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
3108	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
3109	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
3110	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
3111	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
3201	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
3202	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
3203	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
3204	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
3205	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
3206	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
3207	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
3208	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
3209	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
3210	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
3211	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
3301	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27

### Estimated Maintenance Fees

Sky Ala Moana West  
(390 Units)  
(2 Commercial Units)

Residential Unit Number	Unit Type	Approx. Net Living Area (square feet)	Common Interest (%)	Residential Class Common Interest (%)	Monthly Fee	Annual Fee
3302	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
3303	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
3304	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
3305	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
3306	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
3307	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
3308	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
3309	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
3310	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
3311	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
3401	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
3402	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
3403	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
3404	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
3405	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
3406	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
3407	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
3408	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
3409	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
3410	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
3411	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
3501	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
3502	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
3503	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
3504	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
3505	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
3506	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
3507	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
3508	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
3509	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14

# Estimated Maintenance Fees

Sky Ala Moana West  
(390 Units)  
(2 Commercial Units)

Residential Unit Number	Unit Type	Approx. Net Living Area (square feet)	Common Interest (%)	Residential Class Common Interest (%)	Monthly Fee	Annual Fee
3510	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
3511	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
3601	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
3602	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
3603	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
3604	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
3605	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
3606	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
3607	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
3608	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
3609	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
3610	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
3611	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
3701	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
3702	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
3703	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
3704	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
3705	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
3706	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
3707	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
3708	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
3709	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
3710	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
3711	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
3801	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
3802	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
3803	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
3804	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
3805	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
3806	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68



# Estimated Maintenance Fees

Sky Ala Moana West  
(390 Units)  
(2 Commercial Units)

Residential Unit Number	Unit Type	Approx. Net Living Area (square feet)	Common Interest (%)	Residential Class Common Interest (%)	Monthly Fee	Annual Fee
3807	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
3808	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
3809	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
3810	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
3811	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
3901	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
3902	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
3903	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
3904	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
3905	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
3906	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
3907	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
3908	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
3909	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
3910	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
3911	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
4001	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
4002	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
4003	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
4004	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
4005	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
4006	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
4007	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
4008	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
4009	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
4010	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
4011	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
4101	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
4102	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
4103	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75

# Estimated Maintenance Fees

Sky Ala Moana West  
(390 Units)  
(2 Commercial Units)

Residential Unit Number	Unit Type	Approx. Net Living Area (square feet)	Common Interest (%)	Residential Class Common Interest (%)	Monthly Fee	Annual Fee
4104	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
4105	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
4106	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
4107	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
4108	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
4109	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
4110	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
4111	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
4201	2 BDR	901	0.320550%	0.328383%	\$840.27	\$10,083.27
4202	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
4203	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
4204	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
4205	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
4206	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
4207	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
4208	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
4209	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
4210	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
4211	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
4301	2 BDR	901	0.320559%	0.328402%	\$840.27	\$10,083.27
4302	2 BDR	822	0.292444%	0.299590%	\$766.60	\$9,199.17
4303	1 BDR	574	0.204213%	0.209203%	\$535.31	\$6,423.75
4304	1 BDR	521	0.185357%	0.189886%	\$485.88	\$5,830.62
4305	1 BDR	567	0.201723%	0.206651%	\$528.78	\$6,345.41
4306	2 BDR	809	0.287819%	0.294852%	\$754.47	\$9,053.68
4307	1 BDR	556	0.197809%	0.202642%	\$518.53	\$6,222.31
4308	2 BDR	813	0.289243%	0.296310%	\$758.20	\$9,098.45
4309	2 BDR	848	0.301695%	0.309066%	\$790.84	\$9,490.14
4310	1 BDR	519	0.184646%	0.189157%	\$484.02	\$5,808.23
4311	2 BDR	801	0.284973%	0.291936%	\$747.01	\$8,964.15
<b>Residential Total</b>		<b>274,375</b>	<b>97.6149%</b>		<b>\$255,882.12</b>	<b>\$3,070,585.50</b>

### Estimated Maintenance Fees

Sky Ala Moana West  
(390 Units)  
(2 Commercial Units)

Commercial Unit Number	Unit Type	Common Interest (%)	Commercial Class Common Interest (%)	Total Monthly Fee	Annual Fee
1	Commercial	1.99659%	83.7112%	\$13,283.77	\$159,405.24
3	Commercial	0.38850%	16.2888%	\$2,584.80	\$31,017.59
<b>TOTAL</b>		<b>2.38510%</b>	<b>100.0000%</b>	<b>\$15,868.57</b>	<b>\$190,422.83</b>