

RECORDATION REQUESTED: (75)

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STATE OF HAWAII
BUREAU OF CONVEYANCES
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BANK OF HAWAII
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APARTMENT LEASE

THIS INDENTURE made this 1st day of August, 1978, by and between Trustees of the Naleieha Family Trust of Lahaina, Island and County of Maui, State of Hawaii, hereinafter called the "Lessor", and SAMUEL BERNARD HAVESON, unmarried, whose residence and post office address is 11 Aurora Drive, Rolling Hills Estates, California 90274, as his sole property, as to an undivided one-fourth (1/4th) interest, ARNOLD SPERLING and LYNN SPERLING, husband and wife, whose residence and post office address is 1339 Chautauqua, Pacific Palisades, California 90272, as tenants by the entirety with full rights of survivorship, as to an undivided one-fourth (1/4th) interest, STANLEY SPERLING and LEONA SPERLING, husband and wife, whose residence and post office address is 315 N. Elm Drive, Beverly Hills, California 90210, as tenants by the entirety with full rights of survivorship, as to an undivided one-fourth (1/4th) interest, and ALVIN ROBERT HAVESON and SANDRA HAVESON, husband and wife, whose residence and post office address is 11 Aurora Drive, Rolling Hills Estates, California 90274, as tenants by the entirety with full rights of survivorship, as to an undivided one-fourth (1/4th) interest, all as tenants in common, hereinafter called the "Lessee",

W I T N E S S E T H:

1. Demised Premises and Term.

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

All of the premises comprising a portion of the Kahana Village condominium project, hereinafter called the "Project", consisting of that certain parcel of land situate at Kahana, Lahaina, County of Maui, State of Hawaii, described in Exhibit A attached hereto and made a part hereof, and the improvements and appurtenances

thereof, as described and established by Declaration of Horizontal Property Regime recorded in the Bureau of Conveyances of the State of Hawaii in Book 12413, Page 548, as amended (hereinafter called the "Declaration"), described as follows:

FIRST: Apartment No. 7A1 of the Project (hereinafter called the "Apartment") as shown on the plans therefor filed in said Bureau of Conveyances as Condominium File Plan No. 512 (the "Condominium Map").

TOGETHER with appurtenant easements as follows:

(a) Exclusive easement(s) to use those certain limited common elements which are described in the Declaration as being appurtenant to and for the exclusive use of the Apartment.

(b) Non-exclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for and support of said apartment; in the other common elements for use according to the respective purposes, subject always to the exclusive or limited use of the common elements as provided in the Declaration; and in all other apartments of the building for support.

SUBJECT to easements for the encroachment of any part of the common elements of the Project now or hereafter existing thereon and for entry as may be necessary for the operation of the Project or for making repairs therein or the installation, repair or replacement of any common elements as provided in the Declaration.

SECOND: An undivided 2.963 percentage interest in all common elements of the Project as established for the Apartment by the Declaration, or such other fractional or percentage interest as hereafter established for the Apartment by an amendment of the Declaration (hereinafter referred to as Lessee's "proportionate share"), as tenant in common with the other owners and tenants thereof, subject to all easements appurtenant to any apartments of the Project and to all encumbrances, exceptions and reservations noted in said Condominium Map and reserving and subject to all easements now or hereafter required by Lessor for drainage, sewers, and any utilities serving the Project.

SUBJECT, HOWEVER, as to items FIRST AND SECOND, to the provisions of said Declaration and the Bylaws attached thereto.

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto belonging or appertaining, unto the Lessee from the date hereof until July 31, 2068.

2. Rent.

The Lessee shall pay to the Lessor over and above all taxes, assessments and other charges hereunder payable by the Lessee, in advance on the first day of each month, net rent at the rate of:

(1) \$96.00 per month for the period from the date hereof until July 31, 1988;

(2) \$120.00 per month for the ten-year period from August 1, 1988, through July 31, 1998;

(3) \$150.00 per month for the ten-year period from August 1, 1998, through July 31, 2008;

(4) For each month during the next six successive ten-year periods, 1/12 of the Lessee's proportionate share of the net annual rent for all apartments comprising the Project as determined for each of said periods by written agreement of the Lessor and the Association of Apartment Owners (hereinafter called the "Association") acting by and through its officers and directors, which is irrevocably appointed as the Lessee's sole agent to negotiate with the Lessor to determine and agree upon the net annual rental; if they shall fail to reach such agreement at least 90 days prior to the commencement of each such ten-year period, the net annual rent shall be the product of the land value multiplied by the rate of return, each as hereinafter defined:

(a) The land value shall be the fair market value for the land comprising the site of the Project, exclusive of all improvements thereon, based upon the highest and best use permitted under the applicable zoning ordinances for the improvements then existing on the land.

(b) The rate of return shall be the prevailing rate of return for similar Maui properties whose rate of return has been determined by negotiation or appraisal within the three years next preceding the beginning of the period; provided, however, that the rate of return shall be not less than seven percent (7%).

Both the land value and the rate of return shall be determined by appraisal as provided in Paragraph 24. In no event shall the net annual rent be less than the net annual rent payable during the immediately preceding period. If the appraisers shall render their decision after the commencement of the period for which the rent is being determined, rent shall be payable at the rate in effect for the previous period until their decision is rendered but the new rental established by the appraisal shall accrue from the commencement of the period for which rent is being determined.

(5) Extension of Fixed Rent. From time to time during the term hereby demised, if the Lessee shall not then be in default, the Lessee shall have the right to extend the period in which the rent is fixed to a term ending on the reopening date under Paragraph 2(4) which is closest to, but not later than, 30 years from the beginning of the extended fixed rental period. The extended rental period shall commence on the first day of the calendar month following that in which the Lessee gives written notice thereof to the Lessor. If the unexpired term of the lease at the time of exercising said right shall be less than 30 years, the extended fixed rental period shall be the then unexpired term of the lease.

In every case of extension, the annual rent hereunder payable for and during the extended fixed rental period shall be determined as follows:

(a) The method for determining the annual rent for the successive ten year terms as provided in Paragraph 2(4) shall be followed, insofar as applicable, except that the expenses and fees, if any, shall be borne by the Lessee, and the rental so determined shall be the annual rental for the first ten years of the extended fixed period; provided that the rent shall not be less than the rent in effect immediately prior to the extension.

(b) Said rental, increased by 25%, shall be the annual rental for the next ten years of said extended fixed rental period.

(c) Said increased rental, increased by 25%, shall be the annual rental for the remaining years of said extended fixed rental period.

The annual rent for the first and last years of the extended fixed rental period shall be prorated to the beginning and ending dates of the extended fixed rental period.

3. Quiet Enjoyment.

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

4. Taxes and Assessments.

The Lessee shall also pay to the appropriate governmental authorities at least ten (10) days before the same become delinquent all real property taxes and assessments of every description to which said premises or any part thereof or improvement thereon, or Lessor or Lessee in respect thereof, are now or may during said term be assessed or become liable, whether assessed to or payable by Lessor or Lessee, except that such taxes shall be prorated as of the dates of commencement and expiration, respectively, of said term; provided, however, that with respect to any assessment made under any betterment or improvement law which may be payable in installments, the Lessee shall be required to pay only such installments of principal together with interest as shall become due and payable during said term. Nothing herein contained shall prevent the Lessee, acting individually or through the Association, from contesting in good faith the amount or validity of any such tax or assessment by appropriate legal proceedings commenced before the same become delinquent, and the Lessor, if legally required to do so, shall join in such proceedings. However, the Lessee shall not have the right to withhold payment of any tax or assessment until there is a final determination of such contest adverse to the Lessee. If the Lessee prevails in such contest, the Lessee shall be entitled to receive the full amount of any refund or award (and any interest thereon) from the appropriate governmental authority. In addition, the Lessee shall have the right to take as a credit against any rent payable to the Lessor the amount of the

general excise tax paid by the Lessee under Paragraph 6 on the amount of the refund or award as additional rent.

5. Rates and Other Charges.

The Lessee shall pay directly before the same become delinquent all assessments for his proportionate share of the common expenses of the Project and all utility charges, water and sewer rates, garbage rates and other charges, duties, and outgoings of every description to which the Apartment or any part thereof or improvement thereon, or Lessor or Lessee in respect thereof, may during said term be assessed or become liable whether made by governmental authority or any public or community service company or whether assessed to or payable by the Lessor or the Lessee.

6. General Excise Tax.

On the days and in the manner provided above for the payment of rent the Lessee shall reimburse the Lessor for the State excise or gross income tax assessed to the Lessor and attributable to the amounts paid to the Lessor under the terms of this lease, and the Lessee will also pay all and any other taxes or duties levied or assessed by the State of Hawaii, the County of Maui, or any other political subdivision of the State of Hawaii now or hereafter having power to levy taxes or duties, which are attributable to the rent paid to the Lessor under the terms of this lease. It is the intent of this provision and of the other provisions of this lease to insure that the rent to be paid to the Lessor by the Lessee will be received by the Lessor without diminution by any tax, assessment, charge or levy of any nature whatever, except United States and State net income taxes, and the terms and conditions

of this lease, shall be liberally construed to effect such purpose.

7. Payment of Rent.

The Lessee will pay or cause to be paid said rent in lawful money of the United States of America at the times and in the manner aforesaid, without any deduction and without any notice or demand at the office of the managing agent of the Association who shall be responsible for collecting the rents from all apartment units and transmitting the same to the Lessor.

8. Use.

The Lessee may use and allow the use of the premises for residential purposes and for such other uses as may be permitted under the zoning ordinances, subject to such limitations and conditions as are set forth in the Declaration, Bylaws and House Rules.

9. Improvements Required by Law.

During the whole of said term the Lessee, at his proportionate share of the expenses by the Association, shall make, build, maintain, and repair all fences, sewers, drains, curbs, roads, sidewalks and parking areas which may be required by law to be made, built, maintained and repaired upon or adjoining or in connection with or for the use of the Project or any part thereof.

10. Observance of Laws.

The Lessee shall at all times during said term keep the Apartment, and by the Association keep all other common elements of the Project, in a strictly clean and sanitary condition, and will observe and perform all laws, ordinances,

rules and regulations now or hereafter made by any governmental authority and all Bylaws, rules, regulations, agreements, decisions and determinations duly made by the Association for the time being applicable to the Project or the use thereof and all restrictions, covenants, conditions and provisions of the Declaration and any amendments thereof duly made affecting the Project, and shall indemnify the Lessor against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance thereof by the Lessee or any person claiming under him.

11. Repair and Maintenance.

The Lessee shall at his own expense from time to time and at all times during said term, well and substantially repair, maintain, amend and keep the Apartment and at his proportionate share of the expenses by the Association shall well and substantially repair, maintain, amend and keep all common elements of the Project including without limitation the buildings, seawalls (if any), fences and landscaping thereof, with all necessary reparations and amendments whatsoever in good order and condition, reasonable wear and tear and destruction by uninsurable casualty not resulting from any fault or negligence of the Lessee excepted. In addition, the Lessee shall, at his proportionate share of the expense by the Association, maintain and keep all adjacent land between any street boundary of the Project and the established curb or street line in a neat and attractive condition and all trees, shrubs and grass thereon in good cultivation and replant the same as may be necessary.

12. Inspection.

The Lessee will permit the Lessor and its agents at all reasonable times during said term to enter the Apartment and Project and examine the state of repair and condition thereof, and will repair and make good at its own expense all defects required by the provisions of this lease to be repaired by the Lessee and at his proportionate share of the expense by the Association repair and make good all defects in the common and limited common elements of the Project herein required to be repaired, of which notice shall be given by the Lessor or their agents within thirty (30) days after the giving of such notice or such other reasonable time as may be specified therein.

13. Bond.

The Lessee, before commencing construction or repair of any improvement on the Project individually or by the Association costing more than FIVE THOUSAND DOLLARS (\$5,000.00), if required by the Lessor, shall deposit with the Lessor a bond or certificate thereof naming the Lessor as an obligee, in a penal sum of 100% of the cost of such construction and with a corporate surety authorized to do business in Hawaii, guaranteeing the completion of such construction free and clear of all mechanics' and materialmen's liens.

14. Fire Insurance.

The Lessee shall at his proportionate share of the expense by the Association at all times during said term keep all buildings of the Project insured against loss or damage by fire with extended coverage, and war and flood risk insurance when the same is issued or subsidized by the United States

Government, in an insurance company licensed to do business in Hawaii, in an amount as near as practicable to the full replacement cost thereof without deduction for depreciation, by blanket policy or policies written in accordance with the Declaration in the name of the Association, the Lessor and mortgagees according to the loss or damages to their respective apartments and appurtenant common interest and payable in case of loss to the Board of Directors of the Association for the custody and disposition as herein provided of all proceeds of such insurance, and from time to time upon receipt thereof cause to be deposited promptly with the Lessor true copies of such insurance policies or current certificates thereof, without prejudice to the right of the Lessee to insure the Apartment for his own benefit. In every case of such loss or damage all insurance proceeds shall be used as soon as reasonably possible by the Association for rebuilding, repairing or otherwise reinstating said buildings in a good and substantial manner according to the original plan and elevation thereof or such modified plans conforming to laws and ordinances then in effect as shall be first approved as provided in this lease and the Declaration, and the Lessee will at his proportionate share of the expense by the Association make up any deficiency in such insurance proceeds; PROVIDED, HOWEVER, if all the buildings shall be damaged at any time during the last ten (10) years of the term of this Lease, and the insurance proceeds shall be insufficient to restore the buildings, and if the Apartment Owners owning at least seventy-five percent (75%) (or such other percentage provided in the Declaration) of the common interest in the Project shall vote not to rebuild or

restore the Project, then, the Lessee, by tender of a written instrument in a form suitable for recording or filing and consented to by the Lessee's mortgagee, if any, within sixty (60) days after such casualty, may surrender this lease effective as of the date of such casualty. In the event the Lessee exercises this option to surrender, then the insurance proceeds shall be used to remove the remains of the Apartment and restore the grounds to good and orderly condition and even grade, and the balance, if any, shall be paid first to the Lessee's first mortgagee, if any, to the extent of the balance of its mortgage debt, then to the Lessee, and the Lessee shall be released and relieved of all obligations to rebuild and also from further obligations under the terms of this Lease, and the Lessor shall refund any prepaid but unearned rent. Any such surrender shall be accompanied by payment of any accrued but unpaid rent and real property taxes (and the general excise taxes thereon) for the fiscal tax year of surrender. Provided, further, that the foregoing option of the Lessee to surrender this lease shall not be effective if the Lessor, within sixty (60) days after the tender to it of such surrender and before its written acceptance thereof, shall elect to restore the buildings as herein provided, using the insurance proceeds and making up any deficiency from the Lessor's own funds, and in every such case the Lessee shall pay to the Lessor as additional rent at the same times and in the same manner as the payment of rent hereinabove reserved, from the date of completion of such restoration until the end of said term a sum equal to ten percent (10%) per annum of the amount so expended by the

Lessor from its own funds in making up such deficiency, the first payment of such additional rent to be pro rated.

15. Liability Insurance.

The Lessee shall, at his proportionate share of the expense by the Association, effect and maintain during the whole of said term, comprehensive general liability insurance written in accordance with the Declaration, covering all the apartment owners with respect to the Project and naming the Lessor as an additional insured, in an insurance company licensed to do business in the State of Hawaii and approved by the Lessor, with reasonable minimum limits reset by mutual agreement of the parties hereto not less frequently than every ten years during the term hereof, based on acceptable minimum limits used for similar properties at the time of such resetting, but initially not less than \$1,000,000.00 per occurrence, for personal injury or property damage, or any combination thereof, and from time to time upon receipt thereof cause to be deposited promptly with the Lessor certificates of such insurance, without prejudice to the right of the Lessee to maintain additional liability insurance for the Apartment.

16. Indemnity.

The Lessee shall indemnify and hold the Lessor harmless against all claims and demands for loss or damage, including property damage, personal injury and wrongful death, arising out of or in connection with the use or occupancy of the Apartment or the Project by the Lessee or any person claiming by, through or under the Lessee, or any accident or fire in the Apartment or any nuisance made or suffered therein, or any failure by the Lessee to keep the Apartment in a safe

condition, or any other liability whatsoever on account of the Apartment or appurtenant common interest for such loss or damage arising out of or in connection with any common elements of the Project, and shall reimburse the Lessor for all costs and expenses including reasonable attorneys' fees incurred in connection with the defense of any such claims. The Lessee shall hold all goods, materials, furniture, fixtures, equipment, machinery, and other property whatsoever within the Apartment or Project at the sole risk of the Lessee and hold the Lessor harmless for any loss or damage thereto by any cause whatsoever.

17. Lessor's Costs and Expenses.

The Lessee will pay to the Lessor on demand all costs and expenses including reasonable attorneys' fees incurred by the Lessor in enforcing any of the Lessee's covenants herein contained, in remedying any breach thereof, in recovering possession of said premises or any part thereof, in collecting any delinquent rent, taxes or other charges hereunder payable by the Lessee, or in connection with any litigation (other than condemnation proceedings) commenced by or against the Lessee to which the Lessor shall without fault be made parties.

18. Construction of Improvements.

The Lessee shall not, either individually or by the Association, erect or place on the Project any building or structure including fences and walls, nor make any additions or structural alterations to or exterior changes of any common elements of the Project, in any case costing more than TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), except in accordance with plans and specifications including detailed plot plan, prepared

by a licensed architect if so required by the Lessor, first approved in writing by the Lessor and the Board of Directors of the Association and also approved by a majority of apartment owners (or such larger percentage required by law or the Declaration) including all owners of apartments thereby directly affected (as determined by the Board).

19. Waste and Unlawful Use.

The Lessee shall not make or suffer individually or by the Association any strip or waste or unlawful, improper or offensive use of the Apartment or Project.

20. Liens.

The Lessee shall not commit or suffer any act of neglect whereby said premises or any improvement thereon or the estate of the Lessee therein shall at any time during said term become subject to any attachment, judgment, lien, charge, or encumbrance whatsoever, other than any authorized mortgages, and shall indemnify and hold the Lessor harmless from all loss, cost and expense with respect thereto. The Lessee shall indemnify and hold the Lessor harmless against all liens, charges and encumbrances and all expenses in connection therewith including attorneys' fees, with respect to said premises, which may result from any act or neglect of the Lessee.

21. Assignment and Subletting.

The Lessee may, without the consent of the Lessor, sell, assign, or sublet this lease by instrument containing the written undertaking of the purchaser, assignee or sublessee to perform all obligations of the Lessee hereunder; provided, however, a true copy of such instrument shall be furnished the

Lessor, and on further condition that the assignor not be relieved of any of his obligations hereunder.

22. Managing Agent.

The Lessee shall, at his proportionate share of the expense, cause the Association to appoint, subject to written approval of the Lessor, and at all times maintain a responsible managing agent of the Project for the direct management and operation thereof, maintenance and repair of the common elements and collection, custody and payment for the Lessee and all other Lessees of the Project of all rents payable, taxes, assessments, common expenses and other charges hereunder payable by the Lessee in accordance with the Declaration and Bylaws of the Association, provided that notwithstanding such agency the Lessee shall at all times remain liable directly to the Lessor for the performance of all his obligations hereunder.

23. Surrender.

At the end of said term or other soon determination of this lease, the Lessee shall peaceably deliver up to the Lessor possession of said premises, together with all improvements upon or belonging to the same by whomsoever made, in good repair, order and condition except for reasonable wear and tear and as otherwise expressly provided herein.

24. Appraisal.

Whenever this lease provides that the land value and rate of return shall be determined by appraisal for computation of any rent hereunder, said value and rate shall be determined by three impartial real estate appraisers, one to be appointed by the Lessor and one to be appointed by the Association, each

giving written notice thereof to the other. In case of failure of either to do so within ten days after notice by the other, the party naming the first appraiser may apply to any person then sitting as judge of the Circuit Court of the Second Circuit of the State of Hawaii for appointment of a second appraiser. The two appraisers thus appointed in either manner shall appoint a third appraiser. In case of their failure to do so within ten days after appointment of the second appraiser, either party may have the third appraiser appointed by said judge. The three appraisers so appointed shall proceed to determine the matters in question, and the decision of said appraisers or a majority of them shall be final, conclusive and binding on both parties hereto. Lessor and Association shall each pay one-half of all proper costs and expenses of the appraisal, except that each shall pay its own appraiser's and attorney's fees.

25. Condemnation.

In case at any time or times during said term the Apartment or Project or any part thereof shall be taken or condemned by any authority having the power of eminent domain, then and in every such case the estate and interest of the Lessee in all land and improvements so taken or condemned shall at once cease and determine, and the Lessee shall not by reason of such taking or condemnation be entitled to any claim against the Lessor or others for compensation or indemnity for his leasehold interest, and all compensation and damages for or on account of any land shall be payable to and be the sole property of the Lessor, and all compensation and damages for or on account of any improvements of the Project shall be payable to

such bank or trust company authorized to do business in Hawaii as the Board of Directors of the Association shall designate as trustee, for all apartment owners and mortgagees according to the loss or damage to their respective apartments and appurtenant common interests and shall be used promptly by the Association to the extent necessary for restoring or replacing such improvements on the remaining land according to plans therefor first approved as provided in this lease and the Declaration unless such restoration or replacement is impractical in the circumstances; provided, however, that in case (i) only part of the Project shall be so taken or condemned thereby rendering the remaining land and improvements unsuitable for the multifamily residential purposes of the Project, and the Association shall remove all remains of buildings and restore said land to good orderly condition and even grade and cause all subsisting leases of all apartments of the Project to be surrendered to the Lessor, or (ii) all or only part of the Apartment shall be so taken or condemned thereby rendering any remaining part thereof unsuitable for residential purposes, and the Association shall remove all remains of such Apartment and restore the remaining common elements to good orderly condition and by amendment of the Declaration cause the remaining part of the Project to be reconstituted as a new or amended horizontal property regime without the Apartment, the Lessee in either case may surrender this lease and thereby be relieved of any further obligations hereunder subject to the payment to the Lessor of all rent then accrued and taxes hereunder payable for the full current year, and upon such surrender the Lessee and any mortgagee of this lease shall be entitled to the remaining

sum of all compensation and damages payable for or on account of the Apartment and appurtenant common interest in any improvements of the Project together with any other funds payable on account of the Apartment pursuant to the Declaration. Condemnation of any leasehold interest in the Project shall not terminate this lease nor excuse the Lessee from full performance of its covenants hereunder for the payment of money or other obligations hereunder capable of performance by the Lessee, but in such case the Lessee may claim and recover from the condemning authority all compensation and damages payable on account of the Lessee's leasehold interest.

26. Uninsured Casualty.

In case at any time during said term the buildings of the Project shall be substantially damaged or destroyed by any casualty not herein required to be insured against, and the Association shall remove all remains of buildings and restore said land to good orderly condition and even grade and cause all subsisting leases of other apartments of the Project to be surrendered to the Lessor, the Lessee may surrender this lease and thereby be relieved of any further obligations hereunder subject to the payment to the Lessor of all rent then accrued and taxes hereunder payable for the full current year.

27. Consent to Mortgage.

From time to time, without further consent, the Lessee may assign this lease by way of mortgage to any bank, savings and loan association, insurance company or other established lending institution as mortgagee, and the mortgagee may enforce such mortgage and acquire title to the leasehold estate in any lawful way, and pending foreclosure of such

mortgage may take possession of and rent said premises, and upon foreclosure thereof may sell and assign the leasehold estate by assignment containing the written undertaking of the assignee to perform all obligations of the Lessee hereunder, provided that upon execution of any such assignment or mortgage, a true copy thereof shall be delivered promptly to the Lessor. Any person acquiring the leasehold estate in consideration of the extinguishment of the debt secured by such mortgage or through foreclosure sale, judicial or otherwise, shall be liable to perform the obligations imposed on the Lessee by this lease only during the period that such person has possession or ownership of the leasehold estate. Nothing contained in such mortgage shall release or be deemed to relieve the Lessee from the full and faithful observance and performance of its covenants herein contained or from any liability for the nonobservance or nonperformance thereof, nor be deemed to constitute a waiver of any rights of the Lessor hereunder, and the terms, covenants and conditions of this lease shall control in case of any conflict with the provisions of such mortgage.

28. Protection of Mortgage.

While any authorized mortgage of this lease is in effect, the Lessor shall not terminate this lease because of any default on the part of the Lessee to observe or perform any of the covenants or conditions herein contained if the mortgagee or its assigns, within 120 days after the Lessor has mailed to the mortgagee or its assigns, at the last known address thereof a written notice of intention to terminate this lease for such cause, shall cure such default, if the same can

be cured by the payment of money, or, if such is not the case, shall undertake in writing to perform all the covenants of this lease capable of performance by the mortgagee or its assigns until such time as this lease shall be sold upon foreclosure of such mortgage, and in case of such undertaking the Lessor will not terminate this lease within such further time as may be required by the mortgagee or its assigns to complete foreclosure of such mortgage or other remedy thereunder provided (a) that such remedy is pursued promptly and completed with due diligence, and (b) that the Lessor is paid all rent and other charges accruing hereunder as the same become due, and upon foreclosure sale, the time for performance of any obligation of the Lessee then in default hereunder other than payment of money shall be extended by the time reasonably necessary to complete such performance with due diligence. If such default shall be the failure of the Lessee promptly to discharge or cause to be discharged any lien, charge or encumbrance which may be filed against the land or any improvements thereon, junior in priority to such mortgage, the Mortgagee may cure such default by accomplishing the foreclosure of said mortgage, and in such case the Lessor shall not attempt to terminate this lease, provided the requirements of items (a) and (b) of the preceding sentence shall be fulfilled. Ownership by or for the same person of both the fee and the leasehold estate in said premises shall not effect a merger thereof without the prior written consent of any mortgagee to such merger.

29. Default.

This demise is upon the express condition, that if the Lessee shall fail to pay said rent or any part thereof

within thirty (30) days after the same becomes due, whether the same shall or shall not have been legally demanded, or shall fail to observe or perform faithfully any of the other covenants herein contained and on the part of the Lessee to be observed and performed, and such default shall continue for thirty (30) days after written notice thereof given to the Lessee or mailed to his last known address, or if the Lessee than owning this lease shall become bankrupt or make any assignment for the benefit of creditors or abandon said premises, or if this lease or any estate or interest of the Lessee hereunder shall be sold under any attachment or execution, the Lessor may in any such case at once reenter said premises or any part thereof in the name of the whole and, upon or without such entry, at its option terminate this lease without service of notice or legal process, and may expel and remove from said premises the Lessee and all persons claiming under him and their effects without being deemed guilty of any trespass or becoming liable for any loss or damage occasioned thereby, and may bring an action for summary possession of said premises, all without prejudice to any other remedy or right of action which the Lessor may have for arrears of rent or for any proceeding or other breach of contract; provided, however, that a failure of the Board of Directors to perform any covenant of the Lessee to be performed by the Association (as set forth in this lease, the Declaration and Bylaws) shall not constitute a default by the Lessee if the Lessee shall use his best efforts to cause such covenant to be performed by the Association and shall pay his proportionate share of all expenses therefor within thirty (30) days after the charge

assessed by the Association for such expenses shall become due and payable by the Lessee. Such termination may but need not necessarily be made effective by filing with the Assistant Registrar of the Land Court of the State of Hawaii or by recording in the Bureau of Conveyances, as the case may be, an affidavit thereof by the Lessor or an order of any court of competent jurisdiction. The foregoing right of termination by the Lessor shall, however, be subject to the provisions of Paragraphs 27 and 28.

30. Incidents of Apartment Ownership.

Except as otherwise provided herein, the Lessee shall at all times during said term be deemed to be the owner of the Apartment for all purposes of the Declaration and Bylaws of the Association and shall have all rights, privileges, duties and obligations of such owner, including, without limitation, membership and vote in the Association; provided, however, that any vote or other action of the Lessee with respect to construction plans, partition of the Project, amendment of the Declaration or Bylaws, appointment of the managing agent, or any other matter as to which this lease requires the approval or consent of the Lessor, shall be effective only upon such approval or consent in writing.

31. Holdover Tenancy.

In the event the Lessee remains in possession of the herein leased premises after the expiration of this lease and without the execution of a new lease, in such manner as to create a valid holdover tenancy, the Lessee shall be deemed to be occupying said premises as a tenant from month-to-month, subject to all of the conditions, provisions and obligations of

this lease insofar as the same are applicable to a month-to-month tenancy.

32. Notices.

Any notice or demand to the Lessor or the Lessee provided for or permitted by this lease shall be in writing and may be given sufficiently for all purposes if mailed as registered or certified mail, postage prepaid, addressed to the party at his post office address herein specified or the last such address designated by such party in writing to the other, or delivered personally within the State of Hawaii to the Lessor or the Lessee or any officer of the Lessee if the Lessee is a corporation, as the case may be, and shall be deemed conclusively to have been given on the date of such mailing or personal delivery.

33. Non-Waiver.

Acceptance of rent by the Lessor or its agents shall not be deemed to be a waiver by them of any breach by the Lessee of any covenant herein contained or of the Lessor's right of reentry for breach of condition. The Lessor's waiver of any breach by the Lessee shall not operate to extinguish the term, covenant or condition the breach whereof has been waived nor be deemed a waiver of the Lessor's right to declare a forfeiture for any other or further breach thereof.

34. Approvals and Consents.

Any approval or consent by the Lessor required by any provision hereof shall not be capriciously or unreasonably withheld by the Lessor, and wherever such approval or consent is required, the Lessor shall not require payment by the Lessee of monies for the same other than such reasonable costs and

expenses (but not to exceed \$25.00) which may be incurred by the Lessor in connection therewith.

35. Definitions.

The term "Lessor" herein shall mean and include Lessor, its successors and assigns, and the term "Lessee" herein or any pronoun used in place thereof shall mean and include the masculine or feminine, the singular or plural number, and jointly and severally individuals, firms or corporations, and their and each of their respective successors, executors, administrators and permitted assigns, according to the context hereof. The headings of paragraphs herein are inserted only for convenience and reference and shall in no way define, expand or limit the scope or intent of any provision of this lease.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

NALEIEHA FAMILY TRUST

By TITLE GUARANTY OF HAWAII, INCORPORATED
Attorney-in-Fact for Sanford J. Langa
and Benjamin Naleieha, Trustees.

By [Signature]
Its Senior Vice President
"Lessor"

[Signature]
Samuel Bernard Haveson

[Signature]
Arnold Sperling

[Signature]
Lynn Sperling

[Signature]
Stanley Sperling

[Signature]
Leona Sperling

[Signature]
Alvin Robert Haveson

[Signature]
Sandra Haveson

"Lessee"

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU)

LIBER 13164 PG 753

SS:

On this 20th day of August, 1978, before me appeared WALTER R. KUWAYE to me personally known, who, being by me duly sworn, did say that he is Senior Vice President of Title Guaranty of Hawaii, Incorporated, a Hawaii corporation; that such corporation is the Attorney in Fact of Sanford J. Langa and Benjamin Naleieha, Trustees of the Naleieha Family Trust under that certain Trust Agreement dated April 24, 1969, recorded in the Bureau of Conveyances at Honolulu in Book 6887, Page 324, duly appointed under Special Power of Attorney dated July 11, 1978, recorded in said Bureau in Book 13009, Page 18; that the foregoing instrument was executed in the name and behalf of said Trustees by Title Guaranty of Hawaii, Incorporated, as such Attorney in Fact; that the seal affixed to the foregoing instrument is the corporate seal of Title Guaranty of Hawaii, Incorporated and that such instrument was signed and sealed on behalf of such corporation by authority of its Board of Directors; and said WALTER R. KUWAYE acknowledged such instrument to be the free act and deed of such corporation, as such Attorney in Fact of said Trustees.

Ray D. Humana
Notary Public, First Judicial
Circuit, State of Hawaii.

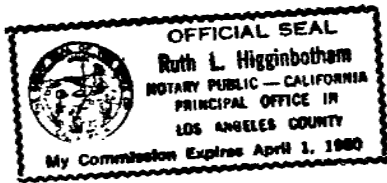
My commission expires: APR - 4 1991



STATE OF CALIFORNIA)
)
) SS:
COUNTY OF Los Angeles)

On this 10th day of August, 19 78,
before me personally appeared SAMUEL BERNARD HAVESON

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



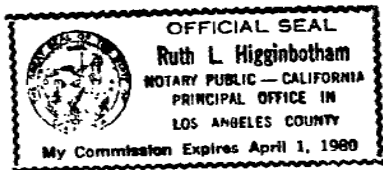
Ruth L. Higginbotham
Notary Public,

State of California
My commission expires: 4/1/1980

STATE OF CALIFORNIA)
)
) SS:
COUNTY OF Los Angeles)

On this 10th day of August, 19 78,
before me personally appeared ARNOLD SPERLING and LYNN
SPERLING

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



Ruth L. Higginbotham
Notary Public,

State of California
My commission expires: 4/1/1980

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

SS:

On this 10th day of August, 1978,

before me personally appeared STANLEY SPERLING and
LEONA SPERLING

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



Ruth L. Higginbotham
Notary Public,

State of California
My commission expires: 4/1/1980

STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

SS:

On this 10th day of August, 1978,

before me personally appeared ALVIN ROBERT HAVESON and
SANDRA HAVESON

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



Ruth L. Higginbotham
Notary Public,

State of California
My commission expires: 4/1/1980

ALL of that certain parcel of land (being portions of Royal Patent 1663, Land Commission Award 5524 to L. Konia and Royal Patent 7945, Land Commission Award 3925-H, Apana 3 to Kaaha), being portion of the Naleieha Estate, situate at Kahana, Lahaina, Island and County of Maui, State of Hawaii, as shown on the map prepared by Norman M. Saito, Registered Professional Land Surveyor, on August 4, 1977, and being more particularly described as follows:

Beginning at a point on the southerly corner of this parcel of land on the westerly side of the Honoapiilani Highway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "Hawea" being:

9,974.90 feet South

3,845.54 feet West

and running by azimuths measured clockwise from true south:

- | | | | |
|----|----------|--------|--|
| 1. | 105° 44' | 247.61 | feet along the remainder of R. P. 1663, L. C. Aw. 5524 to L. Konia to a point; |
| | | | thence along the shoreline boundary, the direct azimuth and distance being: |
| 2. | 184° 08' | 408.84 | feet to a point; |
| 3. | 276° 32' | 18.01 | feet along the southerly side of Kahananui Stream to a point; |
| 4. | 250° 00' | 163.99 | feet along same to a point; |
| 5. | 283° 32' | 228.00 | feet along same to a point; |
| 6. | 25° 14' | 103.95 | feet along the westerly side of Honoapiilani Highway to a point; |
| 7. | 20° 16' | 177.86 | feet along same to a point; |
| 8. | 17° 40' | 105.27 | feet along same to a point; |
| 9. | 22° 18' | 123.67 | feet along same to the point of beginning and containing an area of 3.199 acres. |

BEING a portion of the land conveyed to Benjamin Naleieha and Sanford J. Langa, as Trustees under, and by, Trust Agreement dated April 24, 1969, recorded in the Bureau of Conveyances at Honolulu in Book 6887, Page 324.

SUBJECT, HOWEVER, to:

1. The reservation in favor of the State of Hawaii of all mineral and metallic mines;
2. The effect of the decision by the Supreme Court of Hawaii in the case of Application of Ashford (1968) 50 H. 314, 440 P. 2d 76, and other decisions of said Court in respect of the location of high water mark;
3. The effect of Sections 205-31 to 205-37, inclusive, Hawaii Revised Statutes, as now or hereafter amended;
4. That certain Grant dated February 22, 1978, in favor of Maui Electric Company, Limited, recorded in the Bureau of Conveyances at Honolulu in Book 12827, Page 722, granting a perpetual right and easement to build, construct, reconstruct, rebuild, repair, maintain and operate pole and wire lines and underground power lines, etc., over, across, through and under a portion of the land herein described;
5. That certain Grant dated July 28, 1978, in favor of the County of Maui, recorded in said Bureau in Book 13091, Page 548, granting the right, in the nature of an easement, of public access from Honoapiilani Highway to the public beach at Kahana and along the shoreline across the parcel of land described in Exhibit "B" attached thereto, said parcel of land being a portion of the land herein described.

LAND COURT SYSTEM

REGULAR SYSTEM

Return by: Mail [] Pickup [] To:

Total No. of Pages:

DOCUMENT: AGREEMENT REGARDING RENT RENEGOTIATION

PARTIES:

NALEIEHA FAMILY LLC, a Hawaii limited liability company

ASSOCIATION OF APARTMENT OWNERS OF KAHANA VILLAGE; an incorporated Hawaii condominium association

Property Description:

Tax Key (2) 4-3-005-029, being portion(s) of the land(s) described in and covered by Royal Patent Number 1663, Land Commission Award Number 5524 to L. Konia and Royal Patent Number 7945, Land Commission Award Number 3925-H, Apana 3 to Kaaha situate, lying and being at Kahana, Lahaina, Island and County of Maui, State of Hawaii

THIS AGREEMENT is executed this _____ day of July, 2018 with effective date of August 1, 2018, by and between NALEIEHA FAMILY LLC, a Hawaii limited liability company (the "LLC"), and ASSOCIATION OF APARTMENT OWNERS OF KAHANA VILLAGE; an incorporated Hawaii condominium association (the "Association"), on behalf of all apartment

lessees (collectively the "Apartment Lessees") in the Kahana Village condominium project (the "Project");

RECITALS

1. The Project is a 42-unit leasehold condominium project created by that certain Declaration of Horizontal Property Regime dated June 15, 1977, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") in Liber 12413 at Page 548, as amended (the "Declaration"), located on the land (the "Land") more particularly described in Exhibit "A" attached hereto and made a part hereof;

2. The Trustees of the Naleieha Family Trust (the "Trustees"), as the owner of the leased fee interest in the Land, as lessor, issued 42 apartment leases (individually and collectively, the "Apartment Leases"), demising the 42 units in the Project, as more particularly described in Exhibit "B" attached hereto and made a part hereof;

3. The LLC is the owner of record of the leased fee interest in the Land and the lessor's interest in and to the Apartment Leases pursuant to that certain Quitclaim Deed dated November 16, 2001, recorded as Document No. 2002-014843, by and between Momi June Blando, Pauline Lehua Gonsales Pali, Daniel Harry Palakiko, Isabella Gonsalves, Successor to Larry James Lara, and James Kimo Naleieha, Jr., Successor Trustees of the Naleieha Family Trust created by that Trust Agreement dated April 24, 1969, "Grantor", and Naleieha Family LLC, a Hawaii limited liability company, "Grantee". The LLC acknowledges that Title Guaranty of Hawai'i, Inc. questions the validity of the Quitclaim Deed and shows title in the name of the Trustees.

4. The Apartment Leases provide that for each six successive 10-year period commencing on August 1, 2008, is to be renegotiated by mutual agreement of the parties and, failing such agreement, by arbitration;

5. Pursuant to Section 514B-151, Hawaii Revised Statutes, the Association has the authority and obligation to represent the Apartment Lessees with respect to such lease rent renegotiation; and

6. The LLC and the Association have reached agreement on the renegotiated lease rent under the Apartment Leases for the 10-year period commencing on August 1, 2018 and they wish to set forth such agreement herein.

AGREEMENT

NOW, THEREFORE, the LLC and the Association, on behalf of and for all of the Apartment Lessees, hereby agree as follows:

1. Renegotiated Lease Rent. (a) The LLC and the Association hereby mutually agree and acknowledge for the 10-year period from August 1, 2018 to July 31, 2028, that the aggregate annual lease rent (the "Annual Rent") payable under all of the Apartment Leases shall be as follows:

| PERIOD | ANNUAL LEASE RENT |
|--------------------------------|-------------------|
| August 1, 2018 - July 31, 2020 | \$300,000.00 |
| August 1, 2020 - July 31, 2022 | \$330,000.00 |
| August 1, 2022 - July 31, 2024 | \$365,000000 |
| August 1, 2024 - July 31, 2026 | \$400,000.00 |
| August 1, 2026 - July 31, 2028 | \$435,000.00 |

(b) Each of the Apartment Lessees shall be required to pay its pro rata percentage interest of the Annual Rent (based on the common interest set forth in the Declaration for each Apartment) in twelve equal monthly installments.

2. The foregoing Section 1 shall also be deemed to be incorporated into each of the 42 Apartment Leases more particularly identified in Exhibit "B" attached hereto and made a part hereof.

3. Each party hereby represents and warrants to the other party that it has all requisite power and authority to enter into this Agreement.

4. The parties shall cooperate with one another in taking any further appropriate action, including the execution of any additional necessary or appropriate documents, to further memorialize and/or give effect to this Agreement.

5. The parties hereto agree this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding on all parties hereto, notwithstanding all of the parties are not signatories to the original or the same counterparts. Duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document for all purposes, including recordation.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date and year set forth above.

(REST OF PAGE BLANK - SIGNATURE PAGES FOLLOW)

NALEIEHA FAMILY LLC, a Hawaii limited liability company

By *Momi Blundo*
(Signature)

Momi Blundo
(Printed Name)

Its: Manager Naleieha LLC
(Office Held)

By *Kainoa Wilson*
(Signature)

Kainoa Wilson
(Printed Name)

Its: manager Naleieha LLC
(Office Held)

ASSOCIATION OF APARTMENT OWNERS OF
KAHANA VILLAGE

By 
(Signature)

LAURENCE G. WINTER
(Printed Name)

Its: PRESIDENT AOAD
(Office Held)

By 
(Signature)

Peter VAN Steennis
(Printed Name)

Its: 1st Vice President AOAD
(Office Held)

STATE OF HAWAII)

County Maui)SS:
(county)

On this 21 day of March, 2019, before me appeared Momi Blando, to me personally known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Rose A. Bento

Print Name: Rose A. Bento

Notary Public, State of Hawaii

My Commission Expires: 11/23/19

HAWAII NOTARY CERTIFICATION (HAWAII NOTARIES ONLY)

(Hawaii Administrative Rules §5-11-8)

Document Identification or Description:

Date of Document: 3/21/19 or undated at time of notarization

No. of Pages: 9 Jurisdiction: 2 Circuit (in which notarial act is performed)

Rose A. Bento

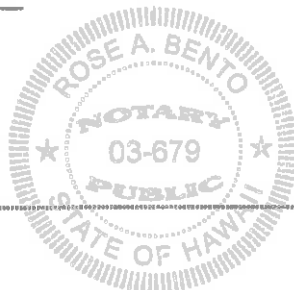
Signature of Notary

3/21/19

Date of Notary Certificate

Rose A. Bento

Typed or Printed Name of Notary

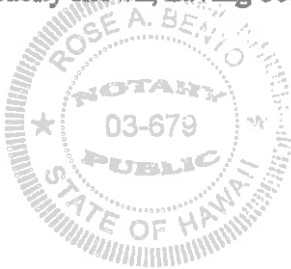


(Official Stamp or Seal)

STATE OF HAWAII)

County of Maui)SS:
(county)

On this 21 day of March, 2019, before me appeared Kainoa Wilson, to me personally known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Rose A. Bento

Print Name: Rose A. Bento

Notary Public, State of Hawai'i

My Commission Expires: 11/23/19

HAWAII NOTARY CERTIFICATION (HAWAII NOTARIES ONLY)

(Hawaii Administrative Rules §5-11-8)

Document Identification or Description:

Date of Document: 3/21/19 or undated at time of notarization

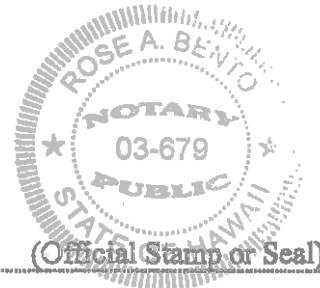
No. of Pages: 9 Jurisdiction: 2 Circuit (in which notarial act is performed)

Signature of Notary

Date of Notary Certificate

Rose A. Bento

Typed or Printed Name of Notary

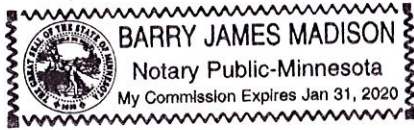


(Official Stamp or Seal)

STATE OF Minnesota)
~~HAWAII~~

Mille Lacs County)SS:
(county)

On this 18th day of July, 2018, before me appeared Laurence G. Winter, to me personally known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Barry Madison

Print Name: Barry Madison
Notary Public, State of ~~Hawaii~~ Minnesota
My Commission Expires: Jan 31, 2020

HAWAII NOTARY CERTIFICATION (HAWAII NOTARIES ONLY)

(Hawaii Administrative Rules §5-11-8)

Document Identification or Description:

Date of Document: _____ or _____ undated at time of notarization

No. of Pages: _____ Jurisdiction: _____ Circuit (in which notarial act is performed)

Signature of Notary

Date of Notary Certificate

Typed or Printed Name of Notary

(Official Stamp or Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

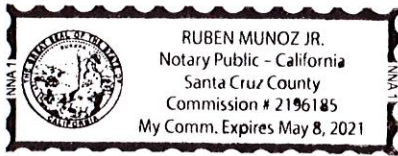
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Cruz)
On 7/26/18 before me, Ruben Munoz Jr, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer
personally appeared Peter Van Steennis
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Agreement Regarding Rent Renegotiations Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer -- Title(s): _____
 Partner -- Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT "A"

All of that certain parcel of land (being a portion of the land(s) described in and covered by Royal Patent Number 1663, Land Commission Award Number 5524 to L. Konia, and Royal Patent Number 7945, Land Commission Award Number 3925-H, Apana 3 to Kaaha) situate, lying and being at Kahana, District of Lahaina, Island and County of Maui, State of Hawaii, and containing an area of 3.199 acres, more or less.

Said parcel of land being more particularly described in Declaration of Horizontal Property Regime dated June 15, 1977, recorded in said Bureau of Conveyances in Liber 12413 at Page 548, as amended.

END OF EXHIBIT "A"

**Kahana Village
Apartment Leases**

| Apartment No. | Book | Page | Recording Date |
|----------------------|-------------|-------------|---------------------------|
| 1A1 | 13164 | 305 | 28-Sep-78 |
| 2A1 | 13168 | 253 | 29-Sep-78 |
| 3A1 | 13164 | 557 | 28-Sep-78 |
| 4A1 | 13179 | 115 | 4-Oct-78 |
| 5A1 | 13176 | 478 | 3-Oct-78 |
| 6A1 | 13165 | 195 | 28-Sep-78 |
| 7A1 | 13164 | 728 | 28-Sep-78 |
| 1A2 | 13164 | 347 | 28-Sep-78 |
| 2A2 | 13164 | 473 | 28-Sep-78 |
| 3A2 | 13164 | 771 | 28-Sep-78 |
| 4A2 | 13347 | 547 | 15-Dec-78 |
| 5A2 | 13165 | 111 | 28-Sep-78 |
| 6A2 | 13165 | 364 | 28-Sep-78 |
| 7A2 | 13168 | 135 | 29-Sep-78 |
| 1A3 | 13182 | 1 | 5-Oct-78 |
| 2A3 | 13165 | 352 | 28-Sep-78 |
| 3A3 | 13192 | 329 | 11-Oct-78 |
| 4A3 | 13165 | 24 | 28-Sep-78 |
| 5A3 | 13165 | 417 | 28-Sep-78 |
| 6A3 | 13165 | 237 | 28-Sep-78 |
| 7A3 | 13192 | 284 | 11-Oct-78 |
| 1B1 | 13164 | 389 | 28-Sep-78 |
| 2B1 | 13164 | 515 | 28-Sep-78 |
| 3B1 | 13164 | 599 | 28-Sep-78 |
| 4B1 | 13165 | 67 | 28-Sep-78 |
| 5B1 | 13212 | 722 | 20-Oct-78 |
| 6B1 | 13165 | 281 | 28-Sep-78 |
| 7B1 | 13192 | 213 | 11-Oct-78 |
| 1B2 | 13182 | 85 | 5-Oct-78 |
| 2B2 | 13168 | 211 | 29-Sep-78 |
| 3B2 | 13164 | 642 | 28-Sep-78 |
| 4B2 | 13179 | 216 | 4-Oct-78 |
| 5B2 | 13176 | 435 | 3-Oct-78 |
| 6B2 | 13164 | 686 | 28-Sep-78 |
| 7B2 | 13182 | 43 | 5-Oct-78 |
| 1B3 | 13164 | 431 | 28-Sep-78 |
| 2B3 | 13176 | 389 | 3-Oct-78 |
| 3B3 | 13201 | 607 | 16-Oct-78 |
| 4B3 | 13214 | 748 | 20-Oct-78 |
| 5B3 | 13165 | 153 | 28-Sep-78 |
| 6B3 | 13179 | 158 | 4-Oct-78 |
| 7B3 | 13168 | 179 | 29-Sep-78 |

EXHIBIT
B