

CONFIDENTIALITY AGREEMENT AND WAIVER OF LIABILITY

In evaluating a potential purchase of 905 Kekaulike St., Honolulu, HI 96817 (Property”), you the Prospective Buyer have requested certain information from the Owner, its respective officers, employees and representatives (“Owner”) and i2c realty, ltd. (“Broker”). As a condition to your receipt of such information, you agree to treat any information concerning the Property or the Owner (whether prepared by Owner, or otherwise) that is furnished to you by or on behalf of the Owner (all such material, collectively, the “Property Information”) in accordance with the provisions of this Confidentiality Agreement and Waiver of Liability (“Agreement”) and to take or refrain from taking certain other actions herein set forth.

You hereby agree that for the benefit of the Owner and Broker (I2c realty, ltd).:

The Property Information does not purport to be all-inclusive or to necessarily contain all the information that a prospective Buyer may desire in investigating the Property.

By accepting the Property Information, you, including but not limited to your directors, officers, employees, managers, members and/or shareholders, agree to keep strictly confidential the information regarding negotiations on the Property disposition, and the information contained therein or made available in connection with any further investigation of the Property nor shall you use this information in the future in any way detrimental to Owner. You further agree, prior to disclosing the information to any consultants, that you will inform such consultant that they are required to observe and maintain the confidentiality of the Information and the provisions of this Agreement. The Property Information may not be photocopied, reproduced, or distributed to others at any time without the prior written consent of the Owner. Upon request, you will promptly return all material received from the Owner without retaining any copies thereof.

The Property Information has been prepared for informational purposes relating to this transaction only and upon the express understanding that it will be used for only the purposes set forth above. Any projections or similar materials should be considered hypothetical only, and no assurances can be given as to the accuracy of assumptions or the predictability of any given result or outcome. Any purchase must be based upon the prospective Buyer’s sole investigations and not upon any information provided by Owner or i2c realty, ltd. or its agents or contained herein. Such investigations shall be at the prospective Buyer’s own risk. Neither the Owner nor I2c realty, ltd. and its agents and employees make any express or implied representation or warranty as to the accuracy or completeness of the information contained herein or made available in connection with any further investigation of the Property. Both the Owner and the I2c realty, ltd. expressly disclaim any and all liability which may be based on such information, errors therein or omissions therefrom. The Buyer shall be entitled to rely solely on the representations and warranties made to it by the Owner in any final purchase agreement. In furnishing this information, neither the Owner nor the Broker undertakes any obligation to provide you with access to any additional information.

You agree that the terms of this Agreement will apply to any and all Property Information including, but not limited to oral, written, and digital, whether disclosed to you before or after the date of this Agreement, and agree to abide by such terms with respect to any such Property Information.

You acknowledge and agree that Owner has a substantial, material and proprietary interest in the Information and that if the Information or any other information protected under this Agreement is

disclosed by you in any respect whatsoever without Owner's prior written consent, Owner may suffer immediate and irreparable harm and may be substantially and materially damaged.

In the event you breach any of the conditions set forth in this Agreement, Owner shall have the right to exercise all of its rights and remedies at law and equity, including, without limiting the generality of the foregoing, the right to obtain injunctive relief. The non-prevailing party shall pay all costs and expenses, including, without limitation, reasonable attorneys' fees incurred by the prevailing party in enforcing any of the covenants or conditions contained in this Agreement.

No waiver by Owner of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

This Agreement may not be altered, amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and consented to by Owner and You.

This Agreement shall inure to the benefit of Owner and i2c realty, ltd. (Broker) and to its successors and assigns and be binding upon You and its legal representatives, successors and assigns.

This Agreement is not intended to confer any benefits upon any persons, firms, corporations or other entities except Owner and You and their respective directors, officers, employees, managers, members and/or shareholders.

This Agreement shall be construed, governed and enforced in accordance with the laws of the State of Hawaii without giving effect to principles of conflict of laws.

You acknowledge that this Agreement is solely for the purpose of establishing the confidentiality of the Information and does not grant You any exclusive or other rights in connection with the purchase of Owner's Property.

i2c realty, ltd., a licensed real estate broker in the State of Hawaii. represents Owner only.

Please acknowledge your acceptance of this Agreement by signing below and returning the signed original of this Agreement to I2c realty, ltd. , Attention: Ronald Y.K. Lee (B), 2062 Saint Louis Drive, Honolulu, HI 96816, (808) 386-0953, facsimile (808) 739-1047.

Agreed to this _____ day of
_____, 20____

PROSPECTIVE BUYER:

Signature: _____

Its

Print Name: _____

Company: _____

Print _____

Address: _____

Email: _____

Phone: _____ Fax: _____