

**AGREEMENT FOR AFFORDABLE
HOUSING CONTRIBUTION**

This AGREEMENT FOR AFFORDABLE HOUSING CONTRIBUTION
made this 25th day of October, 2006 (the "Effective Date"), by and between
HANO HANO LLC, a Hawaii limited liability company, whose mailing address is 2005
Main Street, Wailuku, Maui, Hawaii 96793, hereinafter called "HANO HANO", and
HABITAT FOR HUMANITY MAUI, INC., a Hawaii non-profit corporation, whose
mailing address is P. O. Box 5034, Kahului, Hawaii 96733-0534, hereinafter called
"HFH".

Background Statement

1. Hanohano owns two (2) parcels of land, situate at Keahua, Kula, Island and County of Maui, State of Hawaii, bearing tax map key numbers 2-3-11:1 and 2-3-11:2 (Second Taxation Division) (together the "Property").
2. Hanohano intends to subdivide the Property in an undertaking known as the "Kualono Subdivision" (the "Subdivision").
3. The Subdivision will consist of not more than forty-nine (49) residential lots, one (1) or more roadway lots, and one (1) or more lots for a retention basin, a heiau, and possibly other purposes.
4. The County of Maui has adopted various ordinances, rules and unpromulgated policies which require the construction of affordable dwelling units, or the payment of cash or the conveyance of land in lieu thereof, by individuals and entities proposing the development of real property on the County of Maui, including without limitation, the subdivision of land (the "County Housing Policy").

5. HFH assists low and low-middle income owners of residential lots in the County of Maui in the construction thereon of affordable dwelling units.

6. Hanohano desires to pay HFH the amount of ONE HUNDRED TWENTY-FIVE THOUSAND and 00/100 dollars (\$125,000.00) (the "Affordable Housing Payment") to satisfy in full Hanohano's requirements for the Subdivision under the County Housing Policy.

NOW THEREFORE, in consideration of the terms and conditions in this Agreement For Affordable Housing Contribution (the "Agreement"), Hanohano and HFH agree as follows:

1. Delivery Of Affordable Housing Payment.

Hanohano shall deliver the Affordable Housing Payment to HFH on or before the approval by the Director of the Department of Public Works and Environmental Management of the County of Maui (the "Public Works Director") to the "final plat" (as this term is used in §18.04.190, Maui County Code) for the Subdivision ("Final Subdivision Approval").

2. Excuse Of Hanohano Performance.

Hanohano shall not be obligated to deliver the Affordable Housing Payment to HFH upon the occurrence of either (the "Excusing Events"):

(a) The failure of the County of Maui and Hanohano, for whatsoever reason, to enter into an agreement within sixty (60) calendar days after the Effective Date, upon such terms and conditions acceptable to Hanohano in its sole and absolute discretion, whereby, among other things, the County of Maui acknowledges and irrevocably and unconditionally represents and warrants to Hanohano that the delivery by

Hanohano to HFH of the Affordable Housing Payment shall constitute full satisfaction of the County Housing Policy for the Subdivision:

(b) The determination by Hanohano, in its sole and absolute discretion, that it will be unable to obtain, for whatsoever reason, Final Subdivision Approval on or before March 31, 2006; or

(c) The Public Works Director, the Director of the Department of Planning of the County of Maui, the Director of the Department of Water Supply of the County of Maui, and the "sanitary engineer" and the "district engineer" (as these quoted terms are used in § 18.20.180, Maui County Code) fail to approve, on or before February 28, 2006, all "construction drawings and specifications" (as their quoted phrase is used in § 18.20.150 through § 18.20.180, Maui County Code) required for Final Subdivision Approval.

Hanohano shall deliver to HFH written notice of the occurrence of an Excusing Event (the "Excusing Event Notice"). Upon the delivery by Hanohano to HFH of the Excusing Event Notice, this Agreement shall be deemed cancelled, neither party thereto shall be further obligated to the other under this Agreement, and neither party shall be liable to the other party hereto for any fee, cost or expense incurred by such other party in reliance upon this Agreement.

3. Representations of HFH.

(a) HFH represents and warrants to Hanohano that as of the Effective Date and as of the date Hanohano delivers the Affordable Housing Payment to HFH:

(i) HFH is a non-profit corporation duly organized and in good standing under the laws of the State of Hawaii; and

(ii) The Internal Revenue Service certifies that HFH is a duly qualified non-profit corporation under §501(c)(3), Internal Revenue Code.

(b) The representations and warranties of HFH in paragraph 3(a) of this Agreement shall survive the delivery by Hanohano to HFH of the Affordable Housing Payment.

4. Time; Remedies For Default.

(a) Time is of the essence of this Agreement, and the time specified for the performance of any act (including without limitation the delivery of any instrument or the payment of any money), whether as a condition or as a promise, shall not be extended, and shall be strictly observed.

(b) In the event Hanohano shall fail to perform any material covenant or agreement contained herein which is to be performed by Hanohano, HFH's sole and only remedy shall be the right to specific performance of this Agreement.

(c) In the event HFH shall fail to perform any material covenant or agreement contained herein which is to be performed by HFH, Hanohano's sole and only remedies shall be: (i) the right to the immediate return by HFH to Hanohano of the Affordable Housing Payment or (ii) the right to specific performance of this Agreement.

(d) Notwithstanding any provision of this Agreement to the contrary, except for the remedies set forth in paragraph 5 (b) and 5 (c) hereinabove, neither Hanohano nor HFH shall have any other remedy against the other, or against any member, manager, officer, employee, director, shareholder, member, manager, partner.

attorney, or other representative of the other, in connection with this Agreement, including without limitation the following:

(i) Except for an action for specific performance, any action in equity, including, without limitation, an action to reform this Agreement;

(ii) Except for an action by Hanohano to recover the Affordable Housing Payment previously delivered to HFH, any action for money damages;

(iii) Any action in tort for the willful breach of this Agreement;

(iv) Any action for emotional distress; and

(v) Punitive damages.

Hanohano and HFH hereby acknowledge and agree that the foregoing mutual limitation of their remedies for default under this Agreement constitutes a fair and just accommodation of their respective business interests.

5. Assignment Of HFH's Rights Prohibited.

HFH shall not have the right to assign its rights under this Agreement without the prior written consent of Hanohano, which consent may be unreasonably and arbitrarily withheld. Any such prohibited assignment by HFH in violation of this paragraph shall be null and void, without legal effect and constitute a material breach of this Agreement, and in that event Hanohano shall be discharged from its obligations under this Agreement.

6. No Partnership Or Principal/Agent.

The parties do not intend to create a partnership or joint venture between them by the execution of this Agreement. The parties do not intend to create a principal and agent relationship between them by this Agreement. No party has any authority to act as the agent for the other.

7. No Intended Third Party Beneficiaries.

The parties do not intend to make any person (an "Incidental Beneficiary") with whom each of the parties may deal in connection with this Agreement, or any transaction contemplated by this Agreement, an intended third party beneficiary under this Agreement. No such Incidental Beneficiary shall have any rights under this Agreement. No such Incidental Beneficiary shall have the right to assert a claim against any party under this Agreement.

8. Notices.

(a) Generally.

All notices, demands and requests that may be or are required to be given hereunder by either Hanohano or HFH shall be in writing and shall be sent by United States mail, return receipt requested, postage prepaid, addressed as set forth below, to the respective addresses set forth in paragraph 8(b) below. Notices, demands and requests shall be deemed delivered for all purposes hereunder on the fifth (5th) Calendar Day immediately following the date such notice, demand or request is deposited with any governmental postal service addressed as set forth in paragraph 8(b) below.

(b) Addresses.

The addresses of Hanohano and HFH for notices shall be as follows:

If to Hanohano:	2005 Main Street Wailuku, Maui, Hawaii 96793
with a copy to:	David H. Nakamura, Esq. 38 South Market Street Wailuku, Maui, Hawaii 96793
If to HFH:	P. O. Box 5034 Kahului, Maui, Hawaii 96733-0534

Hanohano and HFH may change their respective addresses for notice by delivering written notice specifying this paragraph to the other party in the manner set forth hereinbefore, and thereafter such party's address shall be the new address for all notices, demands and requests that may be or are required under this Agreement.

9. No Party Deemed To Be Draftsman.

Hanohano and HFH have each had the assistance of their own counsel in the drafting of this Agreement. If an ambiguity should appear in this Agreement, such ambiguity shall not be resolved by interpreting this Agreement against either party as the draftsman. The language of this Agreement shall be interpreted simply according to the fair meaning.

10. Attorneys Fees And Costs In The Event Of Default.

In the event of any default in respect of any term or condition of this Agreement, the party in default shall be liable for, and shall pay, any reasonable attorneys fees, costs and expenses incurred by the other party as a result of such default, even though such default be cured without the initiation of any suit.

11. Agreement Supersedes All Prior Agreements Or Representations.

The parties understand that this Agreement is intended to include all of the terms and conditions which have been discussed by them during the course of their negotiations. The parties agree that this Agreement constitutes the "entire contract" between them. The terms and conditions contained in this Agreement supersedes any and all prior oral or written agreements or representations, or "letters of intent", made by or between the parties or anyone authorized and acting in their behalf in respect of any matter relating hereto, all of which has been merged and included in this Agreement.

12. Interpretation And Construction.

This Agreement and the respective rights and duties of the parties hereunder shall be construed and interpreted in accordance with the law of the State of Hawaii. No amendment of this Agreement shall be effective unless the same is in writing and executed by all the parties. The headings and marginal notations of this Agreement are for convenience only, and if there be any conflict, the text of this Agreement shall control. The use of any gender shall include all genders. Whenever any words are used herein in the singular, they shall be construed as though they were also used in the plural in all cases where they would so apply, and vice versa. Any reference in this Agreement to money or to payments to be made in money shall mean legal tender of the United States. This Agreement shall be binding upon, and shall inure to the benefit of the parties, their respective successors and assigns.

13. Counterpart Execution; Facsimile Copies.

The parties may execute this Agreement (and any amendment) by signing counterparts. In that event, this Agreement (or any amendment) shall take effect, and

become a binding instrument, only when all of the counterparts have been signed by the parties. A facsimile signature shall be deemed to be an original signature. All such counterparts shall be deemed to constitute but one and the same instrument. Duplicate unexecuted pages of the counterparts (whether original or received by facsimile) may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the parties hereto have caused this instrument
to be duly executed the day and year first above written.

HANOHANO LLC, a Hawaii limited
liability company:

By: 

Print

Name: Everett R. Dowling

Its: Authorized person

HABITAT FOR HUMANITY MAUI, INC.,
a Hawaii non-profit corporation

By: 

Print

Name: Ray P. Wimberley

Its: President