COOPERATING BROKERAGE FIRM'S SEPARATE AGREEMENT

Hawaii Association of Realtors® Standard Form
Revised 4/07 (NC) For Release 11/07

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Purchase Contract Reference Date: _____,

Seller's Name: **2765 Kapiolani LLC - Abraham W. H. Lee, It's Member**

Buyer's Name: _____

Property Reference or Address: **2765 Kapiolani Blvd., Honolulu, HI 96826 - Unit #** _____

Tax Map Key: Div. **1** /Zone **2** /Sec. **7** /Plat **025** /Parcel **001** /CPR _____ (if applicable).

1. In consideration of the assistance given by the Cooperating Brokerage Firm who is referred to below, Listing Brokerage Firm agrees to pay a commission at closing to Cooperating Brokerage Firm in the following amount: **3% of the sales price, no GET**. The commission payable to Cooperating Brokerage Firm shall be paid through Escrow and shall be subject to the receipt of Listing Brokerage Firm's commission from Seller. In the event Seller retains any of Buyer's deposits as liquidated damages or obtains other monetary damages against Buyer, and pays to Listing Brokerage Firm any portion thereof, Listing Brokerage Firm agrees to share with Cooperating Brokerage Firm **50** % of the amount so received.

2. Listing Brokerage Firm certifies that both the firm and the licensee involved in this transaction hold current active real estate licenses.

Scott Y. Sakata	**24757**
Name of Seller's Licensee	Member Board I.D. No., if applicable

3. Cooperating Brokerage Firm certifies that both the firm and licensee involved in this transaction hold current, active real estate licenses.

Name of Buyer's Licensee	Member Board I.D. No., if applicable

4. If any dispute or claim arises out of the transaction between Seller and/or Buyer and either or both of the Brokerage Firms or their respective sales agents herein, and they are unable to resolve the dispute, the Brokerage Firms agree in good faith to attempt to settle such dispute or claim by non-binding mediation through the Local Board of REALTORS® or through a mutually agreed upon mediator. This paragraph shall not apply to any complaint of unethical conduct against a Brokerage Firm or the Brokerage Firm's licensees who are obligated to comply with the Code of Ethics of the National Association of REALTORS®. Such complaints must be brought before the Local Board of REALTORS® of which the Brokerage Firm or sales agent is a member.

5. If any monetary dispute or claim, other than a complaint for ethical violation as described in Paragraph 4, above, involves only the Brokerage Firms and all of the Brokerage Firms are members of a Local Board of REALTORS®, then such dispute or claim shall be mediated through the Local Board of REALTORS® in accordance with the rules of the National Association of REALTORS® or, in the event the Local Board of REALTORS® does not provide mediation services, then through a mutually agreed upon mediator. If such mediation is not successful in resolving such dispute or claim, then the Brokerage Firms agree to arbitrate the dispute or claim through the Local Board of REALTORS® in accordance with the rules of the National Association of REALTORS®. If one of the Brokerage Firms is not a member of a Local Board of REALTORS® and does not agree to submit such dispute or claim in accordance with the rules of the National Association of REALTORS®, then such dispute or claim shall be mediated through a mutually agreed upon mediator, and if the mediation is not successful, then the Brokerage Firms will consider arbitration.

6. In the event of a dispute regarding commissions between the Brokerage Firms, Escrow is hereby authorized to close the transaction and disburse Seller's proceeds except for the amount of any disputed commission which shall be held by escrow pending resolution of such disputes.

7. Judgment upon any award rendered by an arbitrator may be entered in any court having jurisdiction. Should the arbitration rules permit, the arbitrator may award reasonable attorney's fees and costs to the prevailing party.

Dated: _____	Dated: _____
Listing Brokerage Firm **Abe Lee Realty**	Cooperating Brokerage Firm _____
Authorized Signature _____	Authorized Signature _____
Address **1585 Kapiolani Blvd., #1533**	Address _____
Honolulu, HI 96814	_____
Bus. **942-4472** Res. **228-4916** Fax **988-8077**	Bus. _____ Res. _____ Fax _____
Office MLS ID **LEEA**	Office MLS ID _____