



**ABE LEE REALTY
DUAL AGENCY CONSENT AGREEMENT**

(To be signed by the Buyer before signing the offer and to be signed by the Seller before reviewing Offer.)

6/2007

PROPERTY ADDRESS/TMK: 2765 Kapiolani Blvd., Honolulu, HI 96826
SELLER(S): 2765 Kapiolani LLC ("SELLER")
LISTING AGENT: Scott Y. Sakata
BUYER(S): _____ ("BUYER")
SELLING AGENT: _____

1. Dual Agency. SELLER and BUYER acknowledge and agree that Abe Lee Realty ("ALR") is undertaking a consensual Dual Agency representation in the sale of the above property. SELLER and BUYER have previously been informed of the possibility of a Dual Agency arising if a Buyer-client of ALR becomes interested in a property of a Seller-client of ALR. SELLER and BUYER have consented to this dual representation and hereby confirm their consent by signing below after reading the following description of the type of representation to be provided

2. Description of ALR's Role: Because ALR is acting as agent for both SELLER and BUYER in this transaction, ALR shall make every reasonable effort to remain impartial to SELLER and BUYER. SELLER and BUYER acknowledge that, prior to the time this Agreement was entered into, ALR acted as the exclusive agent of the SELLER and also acted as the exclusive agent of the BUYER. In those separate roles, ALR may have obtained information which, if disclosed, could harm the bargaining position of the party providing such information to ALR.

SELLER and BUYER agree that ALR shall not be liable to either party for refusing or failing to disclose information which, in the sole discretion of ALR, would harm one party's bargaining position and would benefit the other party. Nothing contained herein shall prevent ALR from disclosing to BUYER any known material facts relating to the property.

ALR agrees not to disclose: (a) to the BUYER information about what price the SELLER will accept other than the Listing Price, or (b) to the SELLER information about what price the BUYER will pay other than any written offered price. In the event SELLER and BUYER do not enter into an agreement for the purchase and sale of the SELLER'S property to BUYER, or in the event that the purchase and sale provided for in a purchase and sale agreement between the SELLER and BUYER does not close by the closing date set forth in said agreement (or any extension thereunder), ALR may terminate its dual agency role and this Agreement by mailing written notice thereof to SELLER and BUYER

3. Description of SELLER'S and BUYER'S Role: Because of ALR's Dual Agency relationship, SELLER and BUYER understand that they have the responsibility of making their own decisions as to what terms are to be included in any purchase and sale agreement between them. SELLER and BUYER also acknowledge that they are aware of the implications of ALR's Dual Agency role and that they have determined that the benefits of entering into a transaction between them with ALR acting as agent for both SELLER and BUYER outweigh said implications. SELLER and BUYER understand that they may seek, and ALR recommends that they seek, legal counsel in order to assist them with any matter relating to a purchase and sale agreement. SELLER and BUYER hereby release ALR from any claim arising out of their acting as a dual agent and they agree to indemnify and hold ALR harmless against all claims, damages, losses, expenses or liabilities arising from ALR's role as a dual agent SELLER and BUYER shall have a duty to protect their own interests and should read carefully this Agreement and any purchase and sale agreement carefully to ensure that they accurately set forth the terms which SELLER and BUYER want included in any purchase and sale agreement.

Buyer's Initials _____

Seller's Initials _____

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4. Description of Limited Agency Services

WHAT ALR AND ITS SALES AGENTS CAN DO FOR SELLERS AND BUYERS WHEN ACTING AS A DUAL AGENT:

We will treat the SELLER and BUYER fairly and honestly. We will provide helpful information about the property and neighborhood to the BUYER We will respond accurately to questions about the property. We must disclose, pursuant to state law, all material facts about the property that are known to us. We will disclose financial qualifications of BUYER to SELLER We can explain real estate terms and procedures. We can help arrange for property inspections. We can explain closing costs and procedures. We can help BUYER compare financial alternatives. We will provide information about comparable properties so SELLER and BUYER may make an educated decision on what price to accept or offer. We will assist with the standard offer form that will include the standard provisions and disclosures for SELLER and BUYER We will work diligently to facilitate the sale and will advise SELLER and BUYER when expert (lawyer, tax accountant, architect, etc.) should be retained

WHAT ALR AND ITS SALES AGENTS CANNOT DISCLOSE TO SELLERS AND BUYERS:

We cannot disclose confidential information that we may know about SELLER and/or BUYER (e.g., motivation to sell/buy; price/terms; negotiating strategy), without written permission of SELLER and/or BUYER We cannot disclose the price SELLER will take other than the listing price without written permission of the SELLER We cannot disclose the price BUYER is willing to pay without written permission of the BUYER. We cannot recommend or suggest a price BUYER should offer or pay for the property. We cannot recommend or suggest a price SELLER should accept or counter.

By signing below, you approve and agree that ALR and its sales agents may act as a dual agent in this transaction.

YOU SHOULD UNDERSTAND THAT THIS IS A LEGALLY BINDING AGREEMENT THAT MAY AFFECT YOUR LEGAL RIGHTS OR REMEDIES. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, YOU SHOULD CONSULT AN ATTORNEY BEFORE YOU SIGN IT.

Buyer/Date _____ Seller/Date _____

Buyer/Date _____ "BUYER"
Seller/Date _____ "SELLER"
2765 Kapiolani LLC - Abraham W.H. Lee,
It's Member

By _____ Selling Agent
By _____ Listing Agent

By _____ Broker- In-Charge "ALR"
By _____ Broker- In-Charge "ALR"

The Selling Agent whose signature appears above acknowledges that BUYER has signed this Agreement before signing any written offer to purchase the property. The Listing Agent whose signature appears above acknowledges that SELLER has signed this Agreement before reviewing any written offer from BUYER.