WW. Hoopiligateway.

GATEWAY

Kapolei, O`ahu, Hawaii

FEE SIMPLE - DEVELOPMENT LAND

New Master Planned Community by D.R. Horton





Investment Summary

Asking Price: \$33,000,000

Address: Intersection of H-1 Freeway, Kualakai Parkway &

Farrington Highway, Kapolei, O`ahu, Hawaii

Tenure: Fee Simple
Land Area: 38.082 Acres
TMK No.: (1) 9-1-18: 4

Zoning: B-2 (Community Business District)

May be subject to TOD zoning which is equivalent to BMX-3 (Community Business District Mixed-Use)

Height Limit: 60 feet

Property Highlights

- 11,750 homes under construction
- Located directly across from UH West O'ahu
- Property fronts the H-1 Freeway and Farrington Highway
- Potential for mixed-use re-zoning
- Only B-2 zoned parcel in this size range available for sale on the island of O'ahu





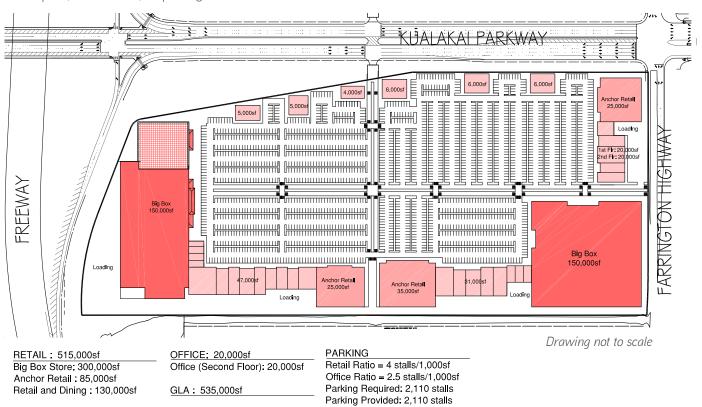


Schematic Designs

The owner has prepared multiple schematic designs for consideration.

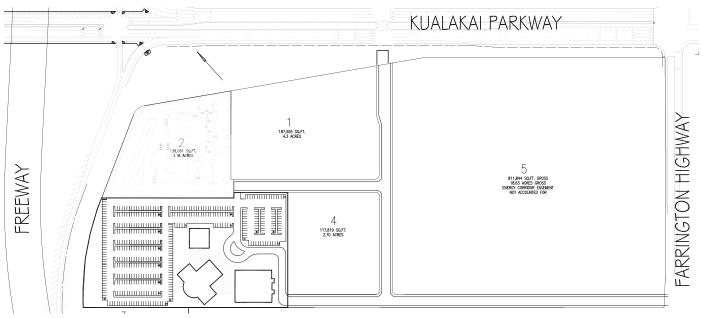
Scenario 1

Allows for two 150,000 square foot big box tenants, 230,000 square feet of anchor retail tenants, other retail/dining tenants and office space, as well as 2,110 parking stalls.



Scenario 2

Allows for a potential subdivision or condo property regime (CPR) to create smaller lots ranging from 2 to 15 acres.



Development schemes are for conceptual purposes only.

Drawing not to scale

Aerials of the Property and Surrounding Area







Proposed Master Plan of Surrounding Area

Ho'opili Gateway's location within a 1/4-mile of the planned UH West O'ahu rail station could provide for Transit Oriented Development ("TOD") density benefits and use incentives. The implementation of the TOD plan is pending final approval by the city council.



Ho'opili Master Planned Community

The 1,500-acre Ho'opili master planned community is D.R. Horton's latest major development. More than 11,750 homes are planned (with the first phase under construction) along with 3 to 4 million square feet of commercial space, 200 acres of agricultural land, and several parks, open space and schools. Development will occur in phases over the next 20 years. This sustainable community will allow people to live, work and play without leaving their neighborhood.

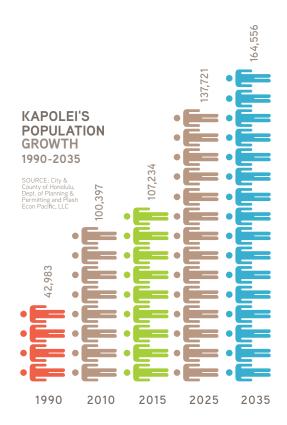
Preliminary Phase 1 plans for the Ho'opili Master Planned Community include development of approximately 940 acres of land located along the backbone infrastructure corridors of Farrington Highway and Kualakai Highway over a 10-year period. An estimated 5,800 residential units and over 2 million square feet of commercial and light industrial space (including the Ho'opili Gateway site) are planned for this phase. Mass grading has started on the parcels southeast of the Property, off of Keahomua Parkway. The initial phase of development represents approximately 300+ homes. The first homes will close in the fourth quarter of 2017. Phase 2 development will move eastward with development of the remaining infill land over the final projected 10-year period. It should be noted that these plans are subject to change based on final zoning approvals, project design, and market conditions.



Potential Retail Center Rendering



View towards Diamond Head



KAPOLEI HOUSING GROWTH

1990-2035

SOURCE: City & County of Honolulu, Dept. of Planning & Permitting and Plasch









Kapolei Today





Proposed Rail Transit Route Map

Honolulu's first mass transit rail system is currently under construction and will extend about 20-miles from Kapolei to Ala Moana. Completion of the entire line is projected by 2024. The first three rail stations are located in Kapolei with two stations located within walking distance of Ho'opili Gateway.



Market Overview

The West O'ahu market consists of more than 1.2 million square feet of shopping center space in the Kapolei and Ewa Beach communities. As of 3Q2016, the vacancy rate for this market was 5.04% with average asking base rents of \$4.34 per square foot per month ("psf/mo").

Kapolei retail centers account for the majority of the West O'ahu inventory with approximately 701,000 square feet. With the recent closing of Sports Authority at Kapolei Commons, the retail vacancy rate for the Kapolei submarket was 7.9% as of 3Q2016. Asking rental rates have remained relatively flat averaging between \$4.30 and \$4.49 psf/mo since 2013. The Kapolei retail market continues to command one of the highest average retail rents for O'ahu.

Contact Us

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CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (this "Agreement") is made as of the day of										
2017, by								('	Recipi	ent"),
whose	principal	place	of	business	and	post	office	address	is	at
						,	in favor o	of D.R. Horto	on - Sc	chuler
Homes, L	LC, whose prin	ncipal place	of busin	ess and post of	fice addre	ss is at 130	Merchant S	Street, Suite 11	2, Hone	olulu,
Hawaii 9	6813, the owner	r of the Asse	et (define	ed below) ("Ov	vner"), wi	th respect t	to the fee sin	mple interest ir	the pro	perty
commonl	y known as Ho	o'opili Gate	way, con	taining approx	ximately 3	8.082 acres	s of land, lo	ocated at the Ir	itersecti	ion of
H-1 Free	way, Kualakai	Parkway, ar	nd Farrir	igton Highway	, in the C	ity of Kapo	olei, County	y of Oahu, Sta	te of Ha	awaii,
TMK Nu	mber (1) 9-1-1	8: 4 (portion	of) (sub	division pendi	ing) and al	l improver	nents thereo	on ("Asset").		

1. Background.

Owner and/or Owner's broker, Colliers International ("Colliers") may be providing and/or making available to Recipient information and/or documents relating to the Asset. The information may be presented to Recipient in various forms including, but not limited to, photocopies of documents, digital information on CD-ROM, digital information sent via electronic mail, and/or digital information accessible via the Internet (collectively "Information").

2. Confidentiality.

Recipient, including, but not limited to its directors, officers, employees, managers, members and/or shareholders, agrees that it will keep all Information, including any information derived from the Information, regardless of whether the Information is marked or specifically identified as "confidential" or "proprietary", confidential, except as to Recipient's professional consultants (disclosed to Owner in advance) who will be evaluating the feasibility of Recipient acquiring the Asset. Recipient further agrees, prior to disclosing the Information to any consultants, that it will inform such consultant that they are required to observe and maintain the confidentiality of the Information and the provisions of this Agreement.

3. <u>Limitation on Use of Information.</u>

All Information furnished to Recipient by Owner will be used solely by Recipient for the purpose of evaluating the feasibility of purchasing the Asset and Recipient agrees not to use the Information, including any information derived from the Information, for any other purpose.

4. Limitation on Disclosure of Information.

Recipient will not disclose to anyone, with exception to its disclosed consultants, the existence of or any other aspect of the Information or any information derived from the Information.

5. Prohibition Against Copying and Return of Materials.

No copies of the Information shall be made or disclosed to anyone whatsoever without the prior written consent of Owner. Upon the completion of the above-described evaluation, or upon request by Owner, Recipient shall return to Owner all Information in the form that was provided to Recipient and any and all duplications thereof.

6. Damages.

Recipient acknowledges and agrees 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 Recipient in any respect whatsoever without Owner's prior written consent, Owner may suffer immediate and irreparable harm and may be substantially and materially damaged.

7. Remedies.

In the event Recipient breaches 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.

8. Agency.

Owner is represented by Colliers, a licensed real estate broker in the State of Hawaii. The brokerage agreement between Owner and Colliers provides for three quarters of a percent (0.75%) commission to any properly licensed broker representing the buyer of the Asset. If a properly licensed real estate broker represents Recipient, Recipient must provide the information below simultaneously with the execution of this Agreement. If Recipient's broker is not listed below at the time of Recipient's execution hereof, neither Owner nor Colliers shall be obligated to compensate any alleged brokerage representative of Recipient making claims to commissions at a subsequent date and Recipient shall indemnify, defend and hold Owner and Colliers harmless from any brokerage commission claims. If a properly licensed real estate agent represents itself as Recipient or if a real estate agent is a principal or owner of Recipient, neither Owner nor Colliers shall be obligated to compensate Recipient. No commission will be accrued or paid unless the sale is closed and proceeds distributed to Owner.

Recipient's Broker:	Company:	
	Agent:	
(if not represented	License No.:	
please write "NONE")	Address:	
	City:	
	State & Zip:	
	Telephone:	() Fax: ()
	Email:	

9. No Waiver.

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

10. No Oral Modifications.

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 Recipient.

11. Successors and Assigns.

This Agreement shall inure to the benefit of Owner and to its successors and assigns and be binding upon Recipient and its legal representatives, successors and assigns.

12. No Third Party Beneficiaries.

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

13. Choice of Law.

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.

14. No Other Agreement.

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

IN WITNESS WHEREOF, Recipient has executed this Agreemen	t as of the day and year first hereinabove set forth.
"Recipient"	
Signature	Date
Print Name	Title
Company/Organization	E-Mail
Address	City/State/Zip
Telephone	Facsimile
Company/Organization Website	
Additional Partner(s)/Broker(s) requesting to review due diligence	documents:
Signature/Date	Company/Organization
Print Name	E-Mail
Signature/Date	Company/Organization
Print Name	E-Mail
Please return signed Confidentiality Agreement (preferably via em	nail in PDF format) to:
COLLIERS INTERNATIONAL	
Attn: Mark D. Bratton* (R) CCIM Direct: 808-523-9708 Fax: 808-521-0977 Email: mark.bratton@colliers.com	

220 S. King Street, Suite 1800

Honolulu, HI 96813

 $^{{\}rm *Bratton\ Realty\ Advisers,\ Ltd.,\ exclusively\ contracted\ to\ Colliers\ International\ HI,\ LLC}$