H2014 (10/20)

Filer's Name, Address, Phone, email:

CHOI & ITO
Attorneys at Law
CHUCK C. CHOI, ESQ.
700 Bishop Street, Suite 1107
Honolulu, Hawaii 96813
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Attorneys for Debtor and Debtor in Possession

UNITED STATES BANKRUPTCY COURT
DISTRICT OF HAWAII
1132 Bishop Street, Suite 250, Honolulu, Hawaii 96813

Debtor(s): Association of Apartment Owners of Kauai Beach Villas

Case No.: 25-01103

APPLICATION TO EMPLOY PROFESSIONAL

[Attach the professional's verification of disinterestedness and any necessary supplemental statements.]

Name of Professional:	Hilco Real Estate, LLC ("Hilco") and Summers Realty, Inc. ("SRI")
Type of Professional:	Realtor
To be employed by:	☐ Trustee ☑ Debtor in Possession ☐ Committee:
Briefly state need for employment and describe services to be rendered:	Debtor requires Hilco's and Summer's (collectively, "Realtor") assistance to market and sell the Debtor's interest in the Kauai Beach Property' resort (the "Property") identified as Interval No. E-12-20-EO, a 2/102 undivided interest in Unit E12 of the Kauai Beach Villas Condominium Project bearing Tax Map Key No. (4)3-7-003-14-0090. ☐ If checked, employment is for specified special purpose under 11 U.S.C. § 327(e).
Reason for selecting this professional:	Hilco has considerable nation-wide experience assisitng debtors with sales of real property. SRI is located on, and has extensive expertise with assisting sellers and buyers of real property in Kauai, including debtors.
Terms and conditions of employment:	See attached Exhibit "1".

The undersigned hereby applies for an order approving employment of the above-named professional as described above. To the best of the applicant's knowledge: [*Check all that apply*]

☑ This professional does not hold or represent an interest adverse to the estate, and has no connection with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee, except to the extent described in any statement attached to this application.

☐ Employment of this attorney is for a special purpose only; s/he does not represent or hold any interest adverse to the debtor(s) or to the estate with respect to this employment.

☐ Employment is by a committee; the professional does not represent any other entity having an adverse interest in connection with the case.

Date: February 26, 2026

/s/ Larry D. Warner Larry D. Warner
Applicant [Print name and sign]

H2014 (10/20)

VERIFIED STATEMENT BY PROFESSIONAL

[Attach this statement to the Application to Employ Professional. If filed separately, attach a cover sheet.]

☑ I am a disinterested person. I have no connection with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee, except to the extent that I may be employed by a trustee in unrelated bankruptcy cases or proceedings.

☐ I am an attorney being employed for a special purpose only and do not represent or hold any interest adverse to the debtor(s) or to the estate with respect to this employment.

☐ I am being employed by a committee and do not represent any other entity having an adverse interest in connection with this case.

☑ The following disclosure is made regarding disinterestedness:

See attached Declaration of Disinterestedness of Eric Kaup of and Declaration of Disinterestedness of Tom Summers.

Date: February 19, 2026

/s

Hilco Real Estate, LLC

Date: _____

/s/_____

Summers Realty, Inc.

EXHIBIT 1

REAL ESTATE CONSULTING, ADVISORY & SALES SERVICES AGREEMENT

This Agreement (the "Agreement") is entered into as of February ___, 2026, by and between Hilco Real Estate, LLC ("Hilco") and Summers Realty, Inc. ("Co-Broker", and together with Hilco, "Broker"), on the one hand, and Association of Apartment Owners of Kauai Beach Villas (the "Seller"), debtor and debtor-in-possession in that certain Chapter 11 Case No. 25-01103 (the "Bankruptcy Case"), pending in the United States Bankruptcy Court for the District of Hawaii (the "Bankruptcy Court").

Recitals:

WHEREAS, the Seller desires to retain Broker to sell the real estate property identified on Exhibit A in accordance with the terms set forth herein (the "Property"); and

WHEREAS, Broker is willing to serve as the Seller's exclusive agent to perform the services described herein with respect to the Property.

Agreement:

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Broker agree as follows:

1. Consulting and Advisory Services. At the Seller's request, Broker shall provide consulting and advisory services in connection with negotiating sale of the Property. Such services shall include:

(a) Meeting with the Seller to ascertain the Seller's goals, objectives and financial parameters in selling the Property. The sales structure, including reserve pricing, is more specifically described on Exhibit B.

(b) Soliciting interested parties for the sale of the Property and marketing the Property for sale through a managed qualifying bid process.

(c) At the Seller's direction and on the Seller's behalf, negotiating the terms of the sale of the Property.

2. Term. The term (the "Term") of this Agreement shall commence upon the execution hereof and shall expire six (6) months from the date hereof. Thereafter, the term shall be automatically extended for successive thirty (30) day periods until terminated by either party upon at least thirty (30) days prior written notice to the other party. The parties acknowledge and agree that the effectiveness of this Agreement is contingent upon approval of the Bankruptcy Court as set forth herein.

3. Authority. During the Term, Broker shall serve as the Seller's exclusive agent for the purpose of selling the Property; provided, however, that Broker shall have the right, in its sole discretion, to co-broker and/or sub-broker with local agents. All communications and

inquiries regarding a sale of the Property, whether directed to the Seller or its counsel, accountants or other professionals, shall be redirected to Broker.

4. Additional Properties. The Seller may, with the consent of Broker, designate additional owned properties as a "Property" hereunder by providing written notice to Broker of such designation (email being sufficient). In the event that additional properties are designated as a Property hereunder, the terms and conditions of this Agreement shall govern the disposition of each such Property unless otherwise agreed by the Seller and Broker. Broker and the Seller may also expand the scope of services that will be provided to the Seller. To the extent the scope of services is expanded, Broker and the Seller shall mutually agree on a compensation structure for such expanded services.

As set forth at Exhibit A, the Property currently consists only of Seller's ownership interest in the Resort Property (defined at Exhibit A). Seller has no current authority to market or sell the portion of the Resort Property owned by parties other than Seller.

Seller represents that it currently owns one interval to Unit E-102, and approximately .0159% of the common interest in the Resort Property. Without providing any guaranty, Seller agrees to use commercially reasonable efforts to (a) request written consent from each other owner of Resort Property for the sale of his/her/its interest in Resort Property, jointly with the sale of the interests of the Seller and all other owners and/or (b) seek entry of a court order authorizing Seller to market and sell each other owner's interests in the Resort Property. Absent such consent of other owners of Resort Property, or entry of a final and unappealable order or judgment of a court competent jurisdiction authorizing Seller to market and sell such third-party interest(s) in Resort Property, same shall not become "Property" under this Agreement and Seller shall have no liability to Broker under this Agreement or otherwise for any compensation related to such third-party interest(s) in Resort Property or for any claims, damages, liabilities or expenses incurred by Broker arising from, related to, or in any way connected with Resort Property owned by parties other than Seller. Notwithstanding anything to the contrary herein, once Seller obtains either (a) the written consent from each other owner of Resort Property for Seller to market for sale his/her/its interest in Resort Property, jointly with the sale of the interests of the Seller and all other owners or (b) the entry of a final and unappealable order or judgment of a court of competent jurisdiction authorizing Seller to market for sale each other owner's interest in Resort Property, jointly with the sale of the interests of the Seller and all other owners, all such third-party ownership interests in the Resort Property shall automatically be considered "Property" hereunder without any further action.

5. Compensation.

(a) In the event a Property is sold, Broker shall earn a fee equal to the amounts set forth in Exhibit B of this Agreement.

(b) All fees payable to Broker hereunder shall be free and clear of any liens, claims and encumbrances, including the liens of any secured parties and shall be payable at the time of closing on a sale of each Property.

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(c) Except as set forth on Exhibit B with respect to a potential referral fee/coop commission to a purchaser's agent, Broker shall not be responsible for any other fees or commissions in connection with the disposition of the Property, including, but not limited to, any fees or commissions that may be owed to the Seller's previous real estate brokers.

6. Survival. If, within ten (10) days after the termination or expiration of the Term of this Agreement, Broker delivers to the Seller a written list of prospects for the Property (the "Prospect List"), and within one hundred eighty (180) days after the termination or expiration of the Term of this Agreement, the Seller consummates a sale of a Property to a prospect (or its successor, assignee or designee) set forth on the Prospect List, Broker shall be entitled to a fee in accordance with Section 5 hereof, payable by the Seller, as if the sale had been agreed to or consummated during the Term of this Agreement.

7. Costs. Subject to Bankruptcy Court approval, the Seller shall reimburse Broker for all reasonable and customary Reimbursable Expenses (as defined below) incurred in connection with the performance of the services proposed hereunder; provided, however, that such reimbursement obligation shall be capped at $25,000. In addition to any other fees due hereunder, the Reimbursable Expenses shall be due and payable (i) at the closing of the sale of the Property to a third party, including a sale to a lender successfully credit bidding on such Property, (ii) in the event the Property does not sell, upon the expiration of the Term, or (iii) in the event the sale and/or auction is cancelled, on the date the sale and/or auction was scheduled to occur. "Reimbursable Expenses" means all out-of-pocket expenses incurred in connection with performance of the contemplated services, including, without limitation: reasonable expenses of marketing, advertising, economy travel and transportation as well as reasonable attorney's fees and costs associated with any bankruptcy proceeding and/or Broker's retention therein as well as those associated with Broker's response to a subpoena or similar directive to produce documents or testimony relating to Seller; long distance telephone charges; postage and courier/overnight express fees.

8. No Guaranty. Broker has not guaranteed, and is not hereby guaranteeing, any specific result on the sale of the Property.

9. Indemnification.

(a) The Seller shall indemnify Broker and hold it harmless against any and all losses, claims, damages, liabilities and expenses incurred by Broker, including without limitation, reasonable legal expenses, arising from, related to, or in any way connected with (i) the Seller's breach of any material provision of this Agreement, (ii) the fraud, gross negligence, or willful misconduct of the Seller, its officers or directors.

(b) Broker shall indemnify the Seller and hold it harmless against any and all losses, claims, damages, liabilities and expenses incurred by the Seller, including without limitation, reasonable legal expenses, arising from, related to, or in any way connected with (i) Broker's breach of any material provision of this Agreement and (ii) the fraud, gross negligence, or willful misconduct of Broker, its officers or directors.

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10. General Provisions.

(a) The Seller represents and warrants to Broker and covenants that: (i) subject to approval of the Bankruptcy Court in the Bankruptcy Case, the Seller has all legal right and authority to enter into this Agreement and has taken all necessary actions required to authorize the execution, delivery and performance of this Agreement and the related documents contemplated hereby, and no further consent or approval is required for the Seller to enter into and deliver this Agreement and to perform its obligations under this Agreement; (ii) prior to any sale of the Property, Seller must obtain authority from the Bankruptcy Court in the Bankruptcy Case to consummate the transactions contemplated by this Agreement; and (iii) except as otherwise set forth herein, no court order or decree of any federal, state or local governmental authority or regulatory body is in effect that would prevent or impair, or is required for the Seller's consummation of, the transactions contemplated by this Agreement, and no consent of any third party which has not been obtained is required therefore.

(b) The Seller will obtain (in form and substance reasonably acceptable to Broker), authority from the Bankruptcy Court in the Bankruptcy Case to enter into this Agreement (the "Retention Order"). The Seller will use commercially reasonable efforts to ensure that the Retention Order shall specifically provide that: (i) Broker is being retained, *nunc pro tunc* to the date hereof, pursuant to sections 327 and 328 of the Bankruptcy Code by the Seller; (ii) the payment of all fees and reimbursement of expenses hereunder to Broker shall be free and clear of all liens, claims and encumbrances; (iii) all such payments of fees and reimbursement of expenses shall be made without further order of the Court; and (iv) Broker is not required to maintain time records or file interim or final fee applications.

(c) The Seller and Broker shall deal with each other in good faith so as to allow both parties to perform their duties and earn the benefits of this Agreement.

(d) Broker recommends that the Seller obtain legal, tax or other professional advice relating to this Agreement and the proposed sale of the Property as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title, environmental aspects and compliance with applicable law. The Seller acknowledges and agrees that Broker will not and shall not have any obligation to investigate any such matters. The Seller hereby specifically authorizes Broker and all sub-agents to disclose to prospective buyers any defects, latent or otherwise, known to them. The Seller acknowledges that Broker does not have the responsibility to discover latent defects in the Property (including the presence of any hazardous or toxic substances on the Property) or to advise the Seller on matters outside the scope of this Agreement.

(e) Any correspondence or required notice shall be addressed as follows and shall be deemed given (i) when received if hand delivered or sent by facsimile or electronic mail, (ii) three (3) business days after depositing in the United States mail if sent first-class certified mail, and (iii) on the next business day if sent by overnight mail:

If to Hilco: Hilco Real Estate, LLC
5 Revere Drive
Suite 410

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Northbrook, Illinois 60062
Tel. (847) 418-2703
Fax (847) 897-0826
Attn: Jeff Azuse
jazuse@hilcoglobal.com

with a copy to: Hilco Global
5 Revere Drive, Suite 206
Northbrook, Illinois 60062
Tel. (847) 504-2462
Fax (847) 897-0874
Attn: Christine Fredericks
cfredericks@hilcoglobal.com

If to Seller: Association of Apartment Owners of Kauai Beach Villas
Attn: Larry Warner, President
4330 Kauai Beach Drive
Lihue, HI 96766
larrydwarner@gmail.com

with a copy to: K&L Gates LLP
One Newark Center - 10th Floor
Newark, New Jersey 07102
Phone: 973 848 4018
Fax: 973 848 4001
Daniel M. Eliades
Daniel.Eliades@klgates.com
Jeffrey T. Kucera
Jeffrey.kucera@klgates.com
Jon N. Edell
Jon.edell@klgates.com

(f) This Agreement shall be deemed drafted by both parties hereto, and there shall be no presumption against either party in the interpretation of this Agreement.

(g) By executing or otherwise accepting this Agreement, the Seller and Broker acknowledge and represent that they are represented by and have consulted with independent legal counsel with respect to the terms and conditions contained herein.

(h) This Agreement may be executed in original counterparts, and if executed and delivered via facsimile or electronic mail shall be deemed the equivalent of an original.

(i) This Agreement creates no third-party beneficiaries.

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(j) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect, and the invalid or unenforceable provision shall be reformed to the minimum extent required to render it valid and enforceable and to affect the intent of this Agreement.

(i) Neither this Agreement nor any of the rights hereunder may be transferred or assigned by either party hereto without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

(j) No modification, amendment or waiver of any of the provisions contained in this Agreement, or any future representation, promise or condition in connection with the subject matter of this Agreement, shall be binding upon any party to this Agreement unless made in writing and signed by a duly authorized representative or agent of such party. The failure by either party to enforce, or the delay by either party in enforcing, any of said party's rights under this Agreement shall not be construed as a waiver of such rights, and said party may, within such time as is provided by the laws established by any government with applicable jurisdiction, commence appropriate suits, actions or proceedings to enforce any or all of such rights. A waiver by either party of a default in one or more instances shall not be construed as a waiver in other instances.

(k) This Agreement, together with all additional schedules and exhibits attached hereto, constitutes a single, integrated written contract expressing the entire agreement of the parties concerning the subject matter hereof. No covenants, agreements, representations or warranties of any kind whatsoever have been made by any party to this Agreement except as specifically set forth in this Agreement. All prior agreements, discussions and negotiations are entirely superseded by this Agreement.

(l) All headings and captions in this Agreement are for convenience only and shall not be interpreted to enlarge or restrict the provisions of the Agreement.

(m) This Agreement has been made under the laws of the State of Hawaii, and such laws will control its interpretation and any and all issues, disputes, claims or causes of action which relate or pertain to, or result or arise from this Agreement or Broker's services hereunder, shall be settled by the Bankruptcy Court.

(n) The Seller acknowledges and agrees that Broker may present the Property for sale to a potential purchaser who is also exclusively represented by Broker. In such event, Broker will disclose such arrangement to the Seller, and Broker shall be considered a co-broker and may be paid a commission as the exclusive agent for the prospective purchaser in addition to any commission owed for the listing of the Property, except that in no event shall the Seller be obligated for any commission in excess of the amount provided for herein.

(o) THE SELLER AND BROKER AGREE THAT THE PROPERTY WILL BE OFFERED FOR SALE AND WILL BE SOLD WITHOUT REGARD TO RACE, COLOR,

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RELIGIOUS CREED, ANCESTRY, AGE, NATIONAL ORIGIN, DISABILITY OR FAMILIAL STATUS.

(p) IF EARNEST MONEY OR SIMILAR DEPOSITS ARE FORFEITED TO SELLER, IN ADDITION TO ANY OTHER RIGHTS OF BROKER HEREUNDER, THE FORFEITED EARNEST MONEY SHALL FIRST BE USED TO REIMBURSE BROKER FOR THEI REIMBURSABLE EXPENSES. THE BALANCE OF THE EARNEST MONEY WILL BE PAID TO SELLER.

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IN WITNESS WHEREOF, the Seller and Broker have executed and delivered this Agreement as of the date first above written.

Association of Apartment Owners of Kauai Beach Villas

By:_____
Larry D. Warner

Title: President

Date:_____

HILCO REAL ESTATE, LLC

By:_____

Title: Authorized Signatory

Date: February 20, 2026

SUMMERS REALTY, INC.

By: Thomas B. Summers

Title: V. PRES

Date: 2-26-2026

Exhibits:
Exhibit A – Property List
Exhibit B – Sales Strategy & Commission Structure

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EXHIBIT A

The "Property" consists only of:

(i) the Seller's legal ownership interest in Interval No. E12-20-EO in the Pahio at Kauai Beach Villas Interval Ownership Plan, more particularly described as follows: An undivided 2/102 interest in and to the following:

> **FIRST**: Apartment No. E12 of that certain condominium project known as "Kauai Beach Villas" (the "Resort Property"), as shown on Condominium Map No. 811 and described in the Declaration of Horizontal Property Regime dated June 5, 1981, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 15596, Page 1, as amended and restated, and as may be further amended from time to time (the "Declaration").
>
> **TOGETHER WITH** appurtenant easements as follows:
>
> (A) Non-exclusive easement in the common elements of the Project designed for such purposes for ingress to, and egress from, utility services for and support of said apartment; in the other common elements for use according to their respective purposes.
>
> (B) The exclusive right to use those certain limited common elements of the Project, if any, which are described in the Declaration as being appurtenant to said apartment.
>
> **SECOND:** An undivided interest, in all common elements of the Project including the land on which the Project is located, as established for said apartment by the Declaration, or such other fractional or percentage interest as hereinafter established for said apartment by any amendment of the Declaration, as tenant in common with the other owners and tenants thereof. LESS AND EXCEPT Oil, Gas, and other minerals.
>
> **THE LAND ON WHICH SAID CONDOMINIUM PROJECT IS LOCATED IS DESCRIBED IN THE DECLARATION WHICH DESCRIPTION IS INCORPORATED HEREIN BY THIS REFERENCE; and**

(ii) the legal ownership interest of parties other than the Seller in the Resort Property subject to and contingent upon either (i) written consent from each other owner of Resort Property for Seller to market for sale his/her/its interest in Resort Property, jointly with the sale of the interests of the Seller and all other owners, or (ii) the entry of a final and unappealable order or judgment of a court of competent jurisdiction authorizing Seller to market each other owner's interest in Resort Property, jointly with the sale of the interests of the Seller and all other owners.

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EXHIBIT "B"

Sales Process & Commission Structure

SALES STRATEGY & STRUCTURE: Managed Qualifying Bid Process

Unless otherwise specified herein or agreed to between Broker and the Seller in writing, the sale will be conducted as a "reserve sale" subject to the approval of the Seller. If the sale is approved during the Managed Bid Sales Process or a Property otherwise sells during the Term (or during any tail period), the Seller shall be obligated to pay the below commission to Broker.

COMMISSION

In the event the Property is sold, Broker shall earn a fee equal to Four percent (4.0%) of the Gross Sale Proceeds. Hilco and Co-Broker shall mutually agree on how to split the fee. For purposes hereof, "Gross Sale Proceeds" shall mean the aggregate cash and non-cash consideration received by the Seller in consideration of the Property sold. The value of non-cash consideration paid for a Property shall be determined by mutual agreement between Broker and the Seller.

If applicable, Broker will pay a referral fee/coop commission to a purchaser's agent from the above commission. Broker shall have exclusive authority to negotiate such fee with any purchaser's agent.

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF HAWAII

In Re ASSOCIATION OF APARTMENT OWNERS OF KAUAI BEACH VILLAS Debtor.	Case No. 25-01103 (Chapter 11) (Subchapter V) DECLARATION OF DISINTERESTEDNESS OF ERIC KAUP

DECLARATION OF DISINTERESTEDNESS OF ERIC KAUP

I, ERIC KAUP, hereby declare as follows:

1. I have personal knowledge of the facts stated in this Declaration and if called as a witness in this action, I could and would testify to all matters set forth herein of my own knowledge and belief[1]:

2. I am the Executive Director, Chief Commercial Officer and Special Counsel of Hilco Trading, LLC (together with its subsidiaries, "Hilco Global"), the parent company of Hilco Real Estate, LLC ("Hilco") whose offices are located at 5 Revere Drive, Suite 206, Northbrook, Illinois 60062.

3. The professional services that Hilco shall render in this matter are real estate consulting and advisory services and to market and sell certain real property as set forth in the Real Estate Consulting, Advisory & Sales Services Agreement ("Services Agreement") attached to the Application to Employ Professional as Exhibit "1".

[1] Certain information set forth herein relates to matters (i) contained in Hilco's or its affiliates' books and records and (ii) within the knowledge of other employees of Hilco or its affiliates, and is based on information provided by such employees.

4. If its employment is approved in this matter, Hilco shall be paid pursuant to the terms and conditions set forth in the Services Agreement.

5. Hilco has no pre-petition or post-petition claims against the Debtor.

6. In the ordinary course of its business, Hilco Global maintains a database for purposes of performing "conflicts checks." The database contains information regarding Hilco Global's present and past representations and transactions. Hilco obtained a list of certain creditors and other parties in interest in the above-captioned case ("Potential Parties in Interest") from the Debtor's for purposes of searching the aforementioned database and determining the connection(s) which Hilco Global has with such entities. The list of the Potential Parties in Interest is attached hereto as Schedule 1.

7. Hilco searched the aforementioned database for the Potential Parties in Interest. Except as set forth on Schedule 2 attached hereto, this inquiry revealed that none of the Potential Parties-in-Interest have a connection to Hilco.

8. To the best of my knowledge, information and belief, Hilco has no adverse interests to the Debtor or the bankruptcy estate or any creditors or parties-in-interest and their respective attorneys in any matter to which they would be engaged. Hilco has no connection or affiliation with the United States Trustee or any employees of the United States Trustee's office. Further, Hilco would be considered a disinterested person as defined under Section 101(14) and Rule 2014 of the Bankruptcy Code.

Eric Kaup, Authorized Signatory

Date: February 19, 2026

Schedule 1

Potential Parties in Interest

Debtors
Association of Apartment Owners of Kauai Beach Villas
Kupono Resorts

Hawaii Bankruptcy Judges and Staff
Judge Robert J. Faris Susan
Chen, Law Clerk
Layce Yamauchi, Law Clerk
Angela T. Thompson, Clerk of Court Denise
Beauchemin, Chief Deputy Clerk Brennan Lee,
Administrative Supervisor Lisa Chang, Case
Administrator Breanna Aweau, Case
Administrator Joni Nakano, Courtroom Deputy
Lanie Ching, Docket Clerk Audrey M.
Wong, IT Manager
Antonio Bueno, Jr., IT Technician II Ethan
Ching, IT Support Specialist

U.S. Trustee for Region 15
Tiffany Carroll
Curtis Ching Elvina
Rofael Candace
Flores

Governmental / Taxing Authorities
Department of Taxation
Internal Revenue Service
Kauai Real Property Tax Office

Vendors, Creditors, Parties to Contracts, and other Interested Parties
49-50 Properties LLC Allan
Rouhier
Bank of Hawaii
Bruce and Lynne Gascoigne Carole
Hinck
Chuck Ashton
County of Kauai Department of Water
Craig Moller

Gary and Sharlene Schmauch
James Barkley
Janet Grogan
Jerome Roache
Lynn C. Tuttle Judy
Dalton
Kauai Island Utility Cooperative Law
office of Bruce Wakuzawa Lush
Landscaping, LLC Margaret Zacharias
Mr. T's Pest Control Pahio
Resorts, Inc.
Porter Kiakona Kopper LLP Richard
Leach and Susan Budzien Robert Hall
Saeed Abousaeedi
Samuel and Christine Riley
Seal Tech Inc. d/b/a Seal Masters of Hawaii Spectrum
Steve and Sandy Anderson The
Gas Company HI
The Hardy Group
Universal Protection Service LP Wiss,
Janney, Elstner Associates, Inc. Wyndham
Destinations

Property Management Entities
PAHIO Resorts, Inc.

Professionals:
Stretto, Inc.
Choi & Ito
K&L Gates

Board of Directors:
Larry Warner Linda
Kolstad Jim DeRose
George Keeney
Kevin Garner

Association/Owners Members:
All parties listed on Schedule A to the List of Equity Security Holders filed with the Bankruptcy Petition at docket #1 were included as parties searched for connections to Hilco.

Schedule 2

Disclosures

1. Hilco provides lease acquisition, disposition, and restructuring services to commercial real estate clients. In the course of providing such services, Hilco and its affiliates may have transacted, and may in the future, transact with one or more of the parties-in-interest.

2. From time to time, Hilco and/or its affiliates have collaborated with or engaged the professional services of: (a) K&L Gates LLP, and (b) Stretto, Inc, in matters unrelated to the Debtors.

3. Because of the magnitude of the entire creditor list in this chapter 11 case, it is possible that Hilco and/or its affiliates may represent or may have represented other creditors of the Debtor but does not represent any such creditors in connection with this chapter 11 case. Hilco and/or its affiliates presently or in the past have served as a professional person in other matters, wholly unrelated to the Debtor or this chapter 11 case, in which other attorneys, accountants and other professionals of the Debtor, creditors, or other parties in interest may have also served or serve as professional persons.

CHOI & ITO
Attorneys at Law

CHUCK C. CHOI
ALLISON A. ITO
Email: cchoi@hibklaw.com
Email: aito@hibklaw.com
TOPA FINANCIAL CENTER
700 Bishop Street, Suite 1107
Honolulu, Hawaii 96813
Telephone: (808) 533-1877
Facsimile: (808) 566-6900

Attorneys for Debtor and Debtor-in-Possession

K&L GATES LLP
DANIEL M. ELIADES
Daniel.Eliades@klgates.com
One Newark Center - 10th Floor
Newark, New Jersey 07102

MARGARET R. WESTBROOK
Margaret.westbrook@klgates.com
301 Hillsborough St., Suite 1200
Raleigh, NC 27603

BRIAN T. PETERSON
Brian.Peterson@klgates.com
925 4th Avenue, Suite 2900
Seattle, WA 98104-1158

Special Litigation Counsel for Debtor and Debtor-in-Possession

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF HAWAII

In re Association of Apartment Owners of Kauai Beach Villas, Debtor and Debtor in possession	Case No. 25-00652 (Chapter 11) DECLARATION OF DISINTERESTEDNESS OF TOM SUMMERS

DECLARATION OF DISINTERESTEDNESS OF TOM SUMMERS

I, TOM SUMMERS, hereby declare as follows:

1. I have personal knowledge of the facts stated in this Declaration and if called as a witness in this action, I could and would testify to all matters set forth herein of my own knowledge.

2. I am the principal broker of Summers Realty, Inc.

3. I am a disinterested person. I have no connection with the debtor(s), creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the Office of the United States Trustee, except to the extent that I may have been employed for real estate matters by bankruptcy trustees, including Dane S. Field, as trustee of other bankruptcy Estates.

Dated: 2-26-, 2026

TOM SUMMERS
Principal Broker, Summers Realty, Inc.

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