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1100 ALA MOANA

**LIMITED WARRANTY UNIT DEED, ENCUMBRANCES AND
RESERVATION OF RIGHTS WITH POWER OF ATTORNEY**

GRANTOR : **VICTORIA PLACE, LLC**, a Delaware limited liability company, whose
address is 1240 Ala Moana Boulevard, Suite 200, Honolulu, Hawaii 96814
(hereinafter called "**Grantor**")

GRANTEE : _____, whose address is
_____ (hereinafter called "**Grantee**")

GRANTEE'S : _____
TENANCY

That Grantor, in consideration of the sum of TEN AND NO/100 UNITED STATES DOLLARS (U.S. \$10.00) and other good and valuable consideration to Grantor paid by Grantee, receipt whereof is hereby acknowledged, and of the promises and covenants hereinafter set forth and on the part of Grantee to be faithfully observed and performed, does hereby grant, bargain, sell and convey unto Grantee the real property more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "**Property**"), and the reversions, remainders, rents, issues and profits thereof and all of the estate, title and interest of Grantor, both at law and in equity, therein and thereto.

The Property hereby conveyed comprises a portion of the 1100 ALA MOANA condominium project (the "**Project**"), as established by that certain Declaration of Condominium Property Regime of 1100 Ala Moana dated October 2, 2019, and recorded at the Bureau of Conveyances of the State of Hawaii (the "**Bureau**") as Document Nos. A-72400470A thru A-72400470C, as the same may be amended from time to time (the "**Declaration**"). The Project consists of those certain lands situate at Kukuluaeo, Honolulu, City and County of Honolulu, State of Hawaii, together with the improvements located thereon, as more particularly described in and subject to the Declaration.

TO HAVE AND TO HOLD the same unto Grantee in the above-described tenancy, in fee simple, absolutely and forever, subject to the covenants, conditions and restrictions contained in the Declaration, the Bylaws of the Association of Unit Owners of 1100 Ala Moana dated October 2, 2019, recorded at said Bureau as Document No. A-72400471A, as the same may be amended from time to time (the "**Bylaws**"), that certain Community Covenant for Ward Village dated September 13, 2013, recorded at said Bureau as Document No. A-50040794, as the same may be amended, supplemented and/or restated (the "**Master Declaration**"), and the Rules and Regulations of the Association of Unit Owners of Victoria Place (the "**House Rules**"), all of which are incorporated herein by reference and made a part hereof.

The Property shall at all times be used only for the purposes described in the Declaration.

Grantor hereby covenants and agrees with Grantee that Grantor is lawfully seized in fee simple of the Property and the rights granted, bargained, sold and conveyed as herein mentioned; and Grantor has good right to grant, bargain, sell and convey the same in the manner set forth herein; and that the same are free and clear of and from all encumbrances created or suffered by Grantor, except for the encumbrances set forth in said Exhibit "A", and except for the lien of real property taxes not yet by law required to be paid; and Grantor shall WARRANT AND DEFEND the same unto Grantee, forever, against the lawful claims and demands of all persons claiming through Grantor, except as herein set forth.

GRANTEE'S COVENANTS

In consideration of the foregoing conveyance, Grantee does hereby covenant and agree to and with Grantor and its successors and assigns, as follows:

A. Observance and Examination of Declaration, Bylaws, Master Declaration and Other Project Documents. Grantee hereby covenants and agrees, for the benefit of the Unit Owners from time to time of all other units in the Project, to at all times observe, perform, comply with and abide by all of the terms, covenants, conditions, agreements, obligations and restrictions set forth in the Declaration, the Bylaws, the Master Declaration and the House Rules, as any of the same exist or may hereafter be amended in accordance with law, and does hereby accept and approve the Declaration, the Bylaws, the Master Declaration, and the House Rules, and

Grantee will indemnify and save harmless Grantor for any failure to observe and perform any such terms, covenants, conditions, agreements, obligations and restrictions for so long as the Declaration, the Bylaws, the Master Declaration, and the House Rules exist and are in effect.

Grantee further acknowledges and agrees that Grantee has examined (or waived such examination), and has approved the following Project documents (and any and all supplements, addenda and amendments to said documents): the Declaration, the Bylaws, the Master Declaration, Condominium Map No. 6022 for the Project, as may be amended from time to time (the "**Condominium Map**"), the House Rules, the Project escrow agreement and the developer's public report with an effective date issued by the Real Estate Commission of the State of Hawaii for the Project. In addition, Grantee hereby agrees and acknowledges that each of the acknowledgments and agreements made by Grantee in the 1100 Ala Moana Purchase Agreement and Deposit Receipt covering the Property, including all supplements, addenda and amendments thereto, shall survive the recordation of this instrument.

B. Grantor's Reserved Rights; Power of Attorney. Grantee hereby acknowledges, consents to and agrees with those certain rights set forth in the Declaration, including, but not limited to, the rights set forth in Articles XIX through XXXIII thereof, the Bylaws, the Master Declaration, and the House Rules as being reserved unto Grantor for the periods described therein and agrees and consents to Grantor's exercise of such reserved rights in connection with the Project. Grantee hereby further consents to the recording of any and all documents necessary to effect Grantor's exercise of said reserved rights at said Bureau, including without limitation, any amendment or amendments of the Declaration, the Bylaws, the Condominium Map and the House Rules, as appropriate; agrees to execute, deliver and record such documents and instruments and do such other things as may be necessary or convenient to effect the same; and appoints Grantor and its assigns as Grantee's attorney-in-fact with full power of substitution to execute, deliver, and record such documents and instruments and to do such things on Grantee's behalf to effect such reserved rights, which grant of such power, being coupled with an interest, is irrevocable for the term of said reserved rights, and shall not be affected by the disability of such party or parties, and which means that the grant of such power will be binding upon any person or entity to which Grantee transfers the Property, and shall be deemed to be automatically granted anew by any such person or entity upon such transfer of any unit or any interest therein, whether by deed, mortgage, or any other instrument of conveyance. Grantee further acknowledges, consents and agrees that, notwithstanding anything stated herein to the contrary, pursuant to the Declaration, the rights reserved to Grantor in the Declaration shall be fully and freely assignable by Grantor in whole or in part. Without limitation to the generality of the rights reserved unto Grantor as set forth in the Declaration and as permitted by law, Grantor will have the right to execute, deliver and record any amendment to the Condominium Documents, any easement instrument, any deed, any amendment to a Deed, any assignment of rights or interest, or such other document, instrument or agreement that may be necessary or appropriate to permit Grantor to exercise its reserved rights pursuant to the provisions of the Declaration.

C. Binding Effect. The rights and obligations of Grantor and Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, devisees, personal representatives, successors, successors-in-trust and assigns. All obligations undertaken by two (2) or more persons shall be deemed to be joint and several unless a contrary intention shall be clearly expressed elsewhere herein. Without limiting the generality of the foregoing, each and every acknowledgment, acceptance, appointment, agreement and covenant of Grantee herein shall run with the land and constitute an equitable servitude and lien, and is made by Grantee for Grantee and on behalf of Grantee's estate, heirs, devisees, personal representatives, successors, successors-in-trust and assigns. Each and every person hereafter acquiring from Grantee or

Grantee's estate, heirs, devisees, personal representatives, successors, successors-in-trust or assigns, an interest in the Property hereby conveyed, by such acquisition, makes said acknowledgments, acceptances, appointments, agreements and covenants for such person and for such person's estate, heirs, devisees, personal representatives, successors, successors-in-trust and assigns.

The conveyance herein set forth and the warranties of Grantor concerning the same are expressly declared to be in favor of Grantee, Grantee's heirs, devisees, personal representatives, successors, successors-in-trust and assigns.

D. Severability. In the event that any provision of this instrument is illegal, void or unenforceable for any reason, the remaining terms of this instrument shall remain in full force and effect.

E. "Grantor" and "Grantee". The terms "Grantor" and "Grantee" as and when used herein or any pronouns used in place thereof, shall mean and include the masculine, feminine and neuter, the singular and plural number, individuals, trustees, partnerships, companies or corporations, and each of their respective heirs, devisees, personal representatives, successors, successors-in-trust and assigns, according to the context thereof. All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Declaration.

F. Counterparts. Grantor and Grantee agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument, binding upon all of the parties hereto, notwithstanding that all of the parties are not signatories to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate, unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

(The remainder of this page is intentionally left blank. Signature pages to follow.)

IN WITNESS WHEREOF, Grantor and Grantee have executed this instrument as of the _____ day of _____, 20____.

VICTORIA PLACE, LLC, a Delaware limited liability company

By _____
Name _____
Its _____

"GRANTOR"

STATE OF HAWAII)
) SS.
CITY & COUNTY OF HONOLULU)

On this _____ day of _____, 20____, in the First Judicial Circuit, State of Hawaii, before me personally appeared _____, to me known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument identified or described as, **LIMITED WARRANTY UNIT DEED, ENCUMBRANCES AND RESERVATION OF RIGHTS WITH POWER OF ATTORNEY**, as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity. The foregoing instrument is dated _____, and contained _____ page(s) (*including Exhibit A*), at the time of this acknowledgment/certification.

Print Name of Notary Public
Notary Public, State of Hawaii
My commission expires _____

Signature of Notary Public

Print Name: _____

"GRANTEE"

STATE OF HAWAII)
) SS.
CITY & COUNTY OF HONOLULU)

On this ____ day of _____, 20____, in the First Judicial Circuit, State of Hawaii, before me personally appeared «Grantee1», to me known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument identified or described as, **LIMITED WARRANTY UNIT DEED, ENCUMBRANCES AND RESERVATION OF RIGHTS WITH POWER OF ATTORNEY**, as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity. The foregoing instrument is dated _____, and contained ____ page(s) (*including Exhibit A*), at the time of this acknowledgment/certification.

Print Name of Notary Public
Notary Public, State of Hawaii
My commission expires _____

Signature of Notary Public

EXHIBIT "A"

-FIRST:-

Unit No. _____ (the "**Unit**") located in that certain condominium project known as, "1100 ALA MOANA" (the "**Project**"), as described in that certain Declaration of Condominium Property Regime of 1100 Ala Moana dated October 2, 2019, recorded in the Bureau of Conveyances of the State of Hawaii as Document Nos. A-72400470A thru A-72400470C, as the same may be amended from time to time (the "**Declaration**"), and shown on the plans thereof filed in said Bureau of Conveyances as Condominium Map No. 6022, and any amendments thereto (the "**Condominium Map**").

TOGETHER WITH those easements appurtenant to the Unit as set forth in the Declaration, which may include the following:

- (A) Exclusive easements in the Limited Common Elements of the Project which are described in the Declaration as being appurtenant to the Unit.
- (B) Nonexclusive easements in the Common Elements, including the Limited Common Elements, designed for such purposes as ingress to, egress from, utility services for, and support, maintenance, and repair of the Unit; in the other Common Elements for use according to their respective purposes, subject always to the exclusive use of the Limited Common Elements as provided in the Declaration; and in the other Units in the building in which the Unit is located for support; subject to the provisions of Section 514B-38 of the Act.
- (C) If any part of the Common Elements now or hereafter encroaches upon any Unit or Limited Common Element, or if any Unit encroaches upon the Common Elements or upon any other Unit, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall exist. In the event that a Unit shall be partially or totally destroyed and then rebuilt, or in the event of any shifting, settlement, or movement of any part of the Project, encroachments of any part of the Common Elements, Units or Limited Common Elements due to such construction, shifting, settlement, or movement shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist for so long as such encroachment continues.

EXCEPTING AND RESERVING AND SUBJECT TO all easements as provided in the Declaration.

-SECOND:-

An undivided _____% interest in all Common Elements of the Project as established by the Declaration, including the land described in the Declaration, or such other interest as hereafter

established for the Unit by any amendment of the Declaration, as tenant in common with the holders of other undivided interests in and to said Common Elements.

ALL TOGETHER WITH AND SUBJECT TO, as to FIRST and SECOND, the covenants, agreements, easements, obligations, conditions, exceptions, reservations and other matters and provisions of the Master Declaration, the Declaration and the Bylaws, all of which are incorporated herein by this reference and which constitute and shall constitute covenants running with the land, equitable servitudes and liens to the extent set forth therein and provided by law, and which are hereby accepted by Grantee as binding and to be binding on Grantee, and Grantee's successors and assigns.

The land upon which the Project is located is more particularly described as follows:

All of that certain parcel of land (being a portion of Lot 39, Block 1 of Land Court Consolidation No. 53 of Victoria Ward, Limited, having been deregistered and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-46240638) situate at Kaakaukui, Kewalo and Kukuluaeo, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 39-G, as referenced on Subdivision Map approved by the Department of Planning and Permitting, City and County of Honolulu, on October 16, 2020, DPP File No. 2020/SUB-92, same being a portion of consolidation of Lots 39-A, 39-B, 39-C and 39-D of File No. 2014/SUB-79, thus bounded and described as per survey dated October 22, 2020:

Beginning at the north corner of this parcel, also being the east corner of Lot 39-F, as shown on DPP File No. 2020/SUB-92, and the south side of Auahi Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 6,329.92 feet south and 2,095.20 feet west, and running by azimuths measured clockwise from true South:

1. 302° 55' 420.17 feet along the south side of Auahi Street;
2. 32° 55' 250.00 feet along Lot 32, Map 2, of Land Court Consolidation 53, being portion of R.P. 1944 to E. W. Clark on L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions;
3. 122° 55' 318.05 feet along the north side of Ala Moana Boulevard;
4. 212° 55' 14.70 feet along Lot 39-F as shown on DPP File No. 2020/SUB-92, being portion of R.P. 1944 to E. W. Clark on L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions;
5. Thence, along same, on a curve to the right with a radius of 50.00 feet, the chord azimuth and distance being:

- 148° 38' 38" 43.41 feet;
6. Thence, along same, on a curve to the left with a radius of 27.00 feet, the chord azimuth and distance being:
- 131° 18' 32" 36.87 feet;
7. 212° 55' 29.28 feet along same;
8. 122° 55' 26.52 feet along same;
9. 212° 55' 181.79 feet along the same, to the point of beginning and containing an area of 100,927 square feet, more or less.

TOGETHER WITH (i) a non-exclusive right and easement on, over, and across the land of the 1118 Ala Moana condominium project ("**1118 Project**"), including the Emergency Pedestrian Easement Area, being more particularly described in Exhibit "A" attached thereto, for construction and maintenance purposes, and for non-exclusive use of said Emergency Pedestrian Easement Area as an emergency egress path for pedestrians to access Ala Moana Boulevard from the 1100 Ala Moana condominium project ("**1100 Project**"); (ii) a non-exclusive easement on, over and across the land of the 1118 Project, including the Loading Access Easement Area, being more particularly described in Exhibit "B" attached thereto, for non-exclusive use of said area by vehicles for ingress, egress, loading, unloading, and turnaround purposes, all as more particularly described in, and as granted by, that certain GRANT OF EASEMENTS dated May 24, 2016, recorded in said Bureau as Document No. A-59910926, as amended by that certain AMENDED TO GRANT OF EASEMENTS dated June 11, 2021, recorded in said Bureau as Document No. A-78380178; and subject to the terms and provisions contained therein.

Said above described parcel of land having been acquired as follows:

1. By 1100 ALA MOANA, LLC, a Delaware limited liability company, by DEED WITH RESERVATION OF EASEMENTS AND OTHER RIGHTS of VICTORIA WARD LIMITED, a Delaware corporation, dated May 14, 2015, recorded in said Bureau as Document No. A-56120597.
2. By VICTORIA PLACE, LLC, a Delaware limited liability company, by DEED WITH RESERVATION OF EASEMENTS AND OTHER RIGHTS of VICTORIA WARD, LIMITED, a Delaware corporation, dated December 11, 2020, recorded in said Bureau as Document Nos. A-76550300A thru A-76550300C.

-Note:- The change of name of 1100 ALA MOANA, LLC to VICTORIA PLACE, LLC, in the State of Delaware on June 19, 2019.

TOGETHER ALSO WITH an access easement for ingress and egress over, across, under and through the Victoria Ward Park Makai Tract, together with a right of entry thereon for the purpose of developing, constructing and installing all improvements necessary to complete the Makai Park, as more particularly described in, and as granted by, that certain GRANT OF ACCESS EASEMENT AND RIGHT OF ENTRY FOR CONSTRUCTION dated March 12, 2021, recorded in said Bureau as Document No. A-77480189; and subject to the terms and provisions contained therein.

SUBJECT, HOWEVER, to the following:

1. Real Property Taxes, if any, that may be due and owing.
2. Mineral and water rights of any nature.
3. Easement for concrete drain in favor of Victoria Ward, widow, her heirs and assigns, as reserved in DEED dated February 24, 1931, filed as Land Court Document No. 23617, recorded in Liber 1106 at Page 108.

-Note:- Cancellation of a portion of concrete drain by map prepared by Rico D. Erolin, Land Surveyor with Controlpoint Surveying, Inc., dated September 15, 2020, and approved by the Department of Planning and Permitting on October 16, 2020, 2020/SUB-92.

4. The terms and provisions contained in the following:

INSTRUMENT : VICTORIA WARD, LIMITED, MASTER PLAN PERMIT
MEMORANDUM OF DECISION AND ORDER

DATED : May 29, 2009

FILED : Land Court Document No. 3869623

RECORDED : Document No. 2009-093051

PARTIES : VICTORIA WARD, LIMITED, a Delaware corporation ("VWL"),
BANK OF HAWAII, a Hawaii corporation, as trustee under (a) that
certain Land Trust Agreement and Conveyance dated October 21,
2004 (Trust No. 89433) and filed as Land Court Document No.
3188119, and (b) that certain Land Trust Agreement and
Conveyance dated October 21, 2004 (Trust No. 89434) and filed as
Land Court Document No. 3188118 (collectively, "Bank of Hawaii
Trust"), FIRST HAWAIIAN BANK, a Hawaii corporation, as trustee
under (a) that certain unrecorded Land Trust Agreement dated
September 20, 2006 (Trust No. FHB-TRES 200601), and (b) that
certain unrecorded Land Trust Agreement dated September 20,

EXHIBIT "A"

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2006 (Trust No. FHB-TRES 200602) (collectively, "First Hawaiian Bank Trust"), and the HAWAII COMMUNITY DEVELOPMENT AUTHORITY, a body corporate and a public instrumentality of the State of Hawaii ("Authority")

5. The terms and provisions contained in the following:

INSTRUMENT : MEMORANDUM OF MASTER PLAN DEVELOPMENT AGREEMENT FOR THE WARD NEIGHBORHOOD MASTER PLAN

DATED : December 30, 2010
FILED : Land Court Document No. 4036891
RECORDED : Document No. 2011-004171
PARTIES : VICTORIA WARD, LIMITED, a Delaware corporation ("VWL"), BANK OF HAWAII, a Hawaii corporation, as trustee under (a) that certain Land Trust Agreement and Conveyance dated October 21, 2004 (Trust No. 89433) and filed as Land Court Document No. 3188119, and (b) that certain Land Trust Agreement and Conveyance dated October 21, 2004 (Trust No. 89434) and filed as Land Court Document No. 3188118 (collectively, "Bank of Hawaii Trust"), FIRST HAWAIIAN BANK, a Hawaii corporation, as trustee under (a) that certain unrecorded Land Trust Agreement dated September 20, 2006 (Trust No. FHB-TRES 200601), and (b) that certain unrecorded Land Trust Agreement dated September 20, 2006 (Trust No. FHB-TRES 200602) (collectively, "First Hawaiian Bank Trust"), and the HAWAII COMMUNITY DEVELOPMENT AUTHORITY, a body corporate and a public instrumentality of the State of Hawaii, "HCDA"

RE : unrecorded Master Plan Development Agreement executed on December 30, 2010, by VWL, the Bank of Hawaii Trust, the First Hawaiian Bank Trust, and HCDA

6. The terms and provisions contained in the following:

INSTRUMENT : JOINT DEVELOPMENT AGREEMENT FOR LAND BLOCK 2 OF THE WARD MASTER PLAN

DATED : February 26, 2014
RECORDED : Document No. A-51900683
PARTIES : VICTORIA WARD, LIMITED, a Delaware corporation, "VWL", and FIRST HAWAIIAN BANK, a Hawaii corporation, Trustee under that

certain unrecorded Land Trust Agreement No. FHB-TRES 200601, dated September 20, 2006, "FHB Land Trust"

7. The terms and provisions contained in the following:

INSTRUMENT : COMMUNITY COVENANT FOR WARD VILLAGE

DATED : September 13, 2013

RECORDED : Document No. A-50040794

The foregoing includes, but is not limited to, matters relating to (i) assessment liens which may be superior to certain mortgages; (ii) the By-Laws of Ward Village Owners Association; and (iii) reciprocal appurtenant easements for encroachments and easements for drainage of water runoff, said easements being more particularly described therein.

SUPPLEMENT TO COMMUNITY COVENANT FOR WARD VILLAGE dated May 7, 2015, recorded as Document No. A-56050804, submitting Lot 39-D to the terms of the Community Covenant.

SUPPLEMENT TO COMMUNITY COVENANT FOR WARD VILLAGE dated December 11, 2020, recorded as Document No. A-76550299, submitting Lot 39-G to the terms of the Community Covenant.

8. The terms and provisions contained in the following:

INSTRUMENT : DEED WITH RESERVATION OF EASEMENTS AND OTHER RIGHTS

DATED : May 14, 2015

RECORDED : Document No. A-56120597

The foregoing includes, but is not limited to, matters relating to (i) reservations in favor of VICTORIA WARD, LIMITED, a Delaware corporation, its successors and assigns, of all rights and easements granted or reserved to said VICTORIA WARD, LIMITED under the Coordinated Development Instruments more particularly defined therein and also listed in Exhibit "B" attached thereto, and (ii) reservations in favor of said VICTORIA WARD, LIMITED, its successors and assigns, of the Development Related Rights more particularly defined therein.

9. Archeological findings mentioned in instrument dated May 5, 2015, recorded as Document No. A-56180809, as amended.

10. Designation of Easement "P-1" for pedestrian purposes, as shown on map prepared by Lance T. Stevens, Licensed Professional Land Surveyor with Controlpoint Surveying, Inc., approved by the Department of Planning and Permitting, City and County of Honolulu, dated August 11, 2015 (File No. 2015/SUB-151), approved on October 23, 2015.

11. The terms and provisions contained in the following:

INSTRUMENT : GRANT OF EASEMENTS

DATED : May 24, 2016

RECORDED : Document No. A-59910926

AMENDMENT TO GRANT OF EASEMENTS dated June 11, 2021, recorded as Document No. A-78380178.

12. Matters arising from the descriptions of the easements set forth in GRANT OF EASEMENTS, dated May 24, 2016, recorded as Document No. A-59910926, referred to in Schedule C that preclude the location of the boundaries of the (i) non-exclusive right and easement on, over, and across the land of the 1118 Project, including the Emergency Pedestrian Easement Area, being more particularly described in Exhibit "A" attached thereto, for construction and maintenance purposes, and for non-exclusive use of said Emergency Pedestrian Easement Area as an emergency egress path for pedestrians to access Ala Moana Boulevard from the 1100 Project; (ii) non-exclusive easement on, over and across the land of the 1118 Project, including the Loading Access Easement Area, being more particularly described in Exhibit "B" attached thereto, for non-exclusive use of said area by vehicles for ingress, egress, loading, unloading, and turnaround purposes, described in said instrument.

AMENDMENT TO GRANT OF EASEMENTS dated June 11, 2021, recorded as Document No. A-78380178; re: the right to create an access opening in the wall between the 1100 Ala Moana condominium project and 1118 Ala Moana condominium project in order to construct an access way, being more particularly described in Exhibit A attached thereto.

13. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "1100 ALA MOANA"

DATED : October 2, 2019

RECORDED : Document Nos. A-72400470A thru A-72400470C

MAP : 6022 and any amendments thereto

Joinder given by VICTORIA WARD, LIMITED, a Delaware corporation, by instrument dated October 2, 2019, recorded as Document No. A-72400470D.

Said Declaration and Condominium Map were amended by instrument dated June 17, 2021, recorded as Document No. A-78430376.

14. The terms and provisions contained in the following:

INSTRUMENT : BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS

DATED : October 2, 2019

RECORDED : Document No. A-72400471A

Joinder given by VICTORIA WARD, LIMITED, a Delaware corporation, by instrument dated October 2, 2019, recorded as Document No. A-72400471B.

15. The terms and provisions contained in the following:

INSTRUMENT : MEMORANDUM OF DECISION AND ORDER RE: PD PERMIT
NO. KAK 19-069

DATED : January 7, 2020

RECORDED : Document No. A-73120654

Said Memorandum was amended by instrument dated November 18, 2020, recorded as Document No. A-76340658.

16. ROAD WIDENING SETBACK (8 feet wide) along Ala Moana Boulevard, referenced on Subdivision Map prepared by Rico D. Erolin, Licensed Professional Land Surveyor with Controlpoint Surveying, Inc., dated September 15, 2020, approved by the Department of Planning and Permitting, City and County of Honolulu, on October 16, 2020, DPP File No. 2020/SUB-92.

17. The terms and provisions contained in the following:

INSTRUMENT : DEED WITH RESERVATION OF EASEMENTS AND OTHER
RIGHTS

DATED : December 11, 2020

RECORDED : Document Nos. A-76550300A thru A-76550300C

The foregoing includes, but is not limited to, matters relating to (i) reservations in favor of VICTORIA WARD, LIMITED, a Delaware corporation, its successors and assigns, of all

rights and easements granted or reserved to said VICTORIA WARD, LIMITED under the Coordinated Development Instruments more particularly defined therein and also listed in Exhibit "B" attached thereto, and (ii) reservations in favor of said VICTORIA WARD, LIMITED, its successors and assigns, of the Development Related Rights more particularly defined therein.

18. Designation of Easement "D-1A" for drain purposes as referenced on Subdivision Map prepared by Rico D. Erolin, Licensed Professional Land Surveyor with Controlpoint Surveying, Inc., dated January 4, 2021, approved by the Department of Planning and Permitting, City and County of Honolulu, on January 8, 2021, DPP File No. 2020/SUB-232.

19. The terms and provisions contained in the following:

INSTRUMENT : GRANT OF ACCESS EASEMENT AND RIGHT OF ENTRY FOR CONSTRUCTION

DATED : March 12, 2021

RECORDED : Document No. A-77480189

20. GRANT OF EASEMENT in favor of SPECTRUM OCEANIC, LLC, a Delaware limited liability company, dated effective as of March 15, 2021, recorded as Document No. A-78350785; re: an irrevocable, nonexclusive easement for utility purposes, across, under, over, within and through the premises, being more particularly described in Attachment 1 attached thereto.

Joinder given by ASSOCIATION OF UNIT OWNERS OF 1100 ALA MOANA, a Hawaii nonprofit corporation.

TOGETHER WITH those appliances and furnishings included with the Unit as described in the 1100 Ala Moana Purchase Agreement and Deposit Receipt executed between Grantor and Grantee covering the Unit, and any and all supplements, addenda, and amendments thereto.