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1100 ALA MOANA

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

Date : _____, 20____

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 : _____

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 Nos. A-72400471A thru A-72400471B, 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 from time to time (the "**Master Declaration**"), and the Rules and Regulations of the Association of Owners of 1100 Ala Moana adopted on _____, as the same may be amended from time to time (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.

GRANTOR MAKES NO REPRESENTATIONS AND DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, EXCEPT AS MAY BE SET FORTH IN THE 1100 ALA MOANA PURCHASE AGREEMENT & DEPOSIT RECEIPT COVERING THE PROPERTY, AND GRANTEE WAIVES ALL SUCH EXPRESS OR IMPLIED WARRANTIES FOR ALL CLAIMS FROM OR RELATED TO THE DESIGN OR CONSTRUCTION OF THE UNIT, THE PROJECT, ANY CONSUMER PRODUCTS OR ANYTHING ELSE INSTALLED IN THE UNIT OR IN THE PROJECT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY, WORKMANLIKE CONSTRUCTION OR FITNESS OF THE UNIT FOR A PARTICULAR PURPOSE.

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

Grantee further acknowledges and agrees that Grantee has examined 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 the same may be amended and/or restated from time to time (the "**Condominium Map**"), the House Rules, the Project escrow agreement, the disclosures and disclaimers in the 1100 Ala Moana Purchase Agreement & Deposit Receipt 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 recognizes that Grantee has made certain acknowledgments and agreements in the 1100 Ala Moana Purchase Agreement & Deposit Receipt covering the Property, including in the supplements, addenda and amendments thereto, if any.

Grantor, as Developer of the Project, does hereby reserve unto itself, its successors and assigns, the rights reserved to it in the Declaration, Bylaws and House Rules, as amended, and the reserved rights of the master declarant in the Master Declaration, as amended, which reserved rights Grantee does hereby acknowledge and consent to the exercise thereof, including any rights to assign such Developer's and master declarant's reserved rights. Grantee hereby further consents to the recording of any and all documents necessary to effect Grantor's and master declarant's exercise of said reserved rights at said Bureau, including without limitation, any amendment or amendments of the Master Declaration, Declaration, Bylaws, Condominium Map, and 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 master declarant or Grantor, as applicable, and each of their 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 Master Declaration and the Declaration, the rights reserved to the master declarant in the Master Declaration and the Grantor in the Declaration shall be fully and freely assignable by master declarant and Grantor in whole or in part. Without limitation to the generality of the rights reserved unto master declarant and Grantor as set forth in the Master Declaration and Declaration, respectively, and as permitted by law, master declarant and Grantor will have the right to execute, deliver and record any amendment to the Master Declaration and the Condominium Documents, respectively, any easement instrument, any deed, any amendment to a Unit Deed, any assignment of rights or interest, or such other document, instrument or agreement that may be necessary or appropriate to permit master declarant and Grantor to exercise their reserved rights pursuant to the provisions of the Master Declaration and the Declaration.

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 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.

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.

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

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.

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 these presents on the day and year first above written.

GRANTOR:

VICTORIA PLACE, LLC,
a Delaware limited liability company

By _____
Name: _____
Its: _____

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 **1100 ALA MOANA 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: _____
Notary Public, State of Hawaii
My commission expires: _____

GRANTEE:

Name: _____

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 **1100 ALA MOANA 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: _____
Notary Public, State of Hawaii
My commission expires: _____

EXHIBIT "A"

-FIRST:-

The unit identified on the first page hereof (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 (the "**Bureau**") 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 as Condominium Map No. 6022, as the same may be amended and/or restated from time to time (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 percent interest shown on the first page hereof, 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, containing an area of 100,927 square feet, more or less, and more particularly bounded and described as per survey dated October 22, 2020, set forth in the Declaration.

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 the Bureau as Document No. A-59910926, as amended by that certain AMENDED TO GRANT OF EASEMENTS dated June 11, 2021, recorded in the 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 the 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 the 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 the Bureau as Document No. A-77480189; and subject to the terms and provisions contained therein.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.
2. 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, DPP File No. 2020/SUB-92.

3. 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 : in the Office as Land Court Document No. 3869623

RECORDED : at the Bureau as 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 in the Office of the Assistant Registrar of the Land Court of the State of Hawaii on November 3, 2004, Document No. 3188119, and (b) that certain Land Trust Agreement

and Conveyance dated October 21, 2004 (Trust No. 89434) and filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii on November 3, 2004, as 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 ("Authority")

4. 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 : in the Office as Land Court Document No. 4036891
RECORDED : at the Bureau as 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 in the Office of the Assistant Registrar of the Land Court of the State of Hawaii on November 3, 2004, Document No. 3188119, and (b) that certain Land Trust Agreement and Conveyance dated October 21, 2004 (Trust No. 89434) and filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii on November 3, 2004, as 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")

5. 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"

6. The terms and provisions contained in the following:

INSTRUMENT : COMMUNITY COVENANT FOR WARD VILLAGE

DATED : September 13, 2013

RECORDED : at the Bureau as 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.

7. 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.

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

9. Designation of Easement "P-1" for pedestrian purposes, referenced 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.

10. 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.

11. Matters arising from the descriptions of the easements set forth in GRANT OF EASEMENTS, dated May 24, 2016, recorded as Document No. A-59910926, that preclude the location of the boundaries of the (i) 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) 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 EASEMENT dated June 11, 2021, recorded as Document No. A-78380178; re: the right to create an access opening in the wall between the 1100 Project and 1118 Project in order to construct an access way, being more particularly described in Exhibit A attached thereto.

12. 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 was amended by instruments dated June 17, 2021, recorded as Document No. A-78430376, and dated June 7, 2023, recorded as Document No. A-85640102.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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

19. 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.

20. Designation of Easement "P-4" for pedestrian purposes as referenced on Subdivision Map prepared by Rico D. Erolin, Licensed Professional Land Surveyor with Controlpoint Surveying, Inc., dated November 19, 2021, approved by the Department of Planning and Permitting, City and County of Honolulu, on November 26, 2021, DPP File No. 2021/SUB-153.

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.