

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION: RETURN BY MAIL () PICK UP ()

Tax Map Key Nos. (1) 2-3-002: 107, 109, and 110
Unit No. _____; CPR No. _____

Total Pages: _____

'A'ALI'I

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

THIS INDENTURE (this "**Deed**"), made this _____ day of _____, 20____, by and between **AALII, LLC**, a Delaware limited liability company, whose address is 1240 Ala Moana Boulevard, Suite 200, Honolulu, Hawaii 96814, hereinafter called "**Grantor**," and _____, whose address is _____, hereinafter called "**Grantee**."

WITNESSETH:

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, as _____, the following described real property (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 'A'ALI'I condominium project (the "**Project**"), as established by that certain Declaration of Condominium Property Regime of 'A'ali'i, dated June 16, 2017, recorded at the Bureau of Conveyances of the State of Hawaii ("**Bureau**") as Document Nos. A-64250735A thru C, as the same may be amended from time to time (the "**Declaration**"). The Project consists of those certain lands situate at Kewalo, Honolulu, City and County of Honolulu, State of Hawaii, and more particularly described in the Exhibit "A" attached hereto and incorporated herein by this reference, together with the improvements located thereon, as more particularly described in and subject to the Declaration. The portion of the Project consisting of the Property hereby conveyed is more particularly described said Exhibit "A".

TO HAVE AND TO HOLD the same unto Grantee, according to the tenancy and estate hereinabove set forth, in fee simple, absolutely and forever, subject as aforesaid, and subject also to the Declaration, the Bylaws of the Association of Unit Owners of 'A'ali'i, dated June 16, 2017, and recorded at said Bureau as Document No. A-64250736, as the same may be amended from time to time (the "**Bylaws**"), that certain Community Covenant for Ward Village, dated September 13, 2013, and recorded at said Bureau as Document No. A-50040794, as the same may be amended from time to time (the "**Master Declaration**"), the Rules and Regulations of the Association of Unit Owners of 'A'ali'i (the "**House Rules**"), and the covenants, conditions and restrictions in the Declaration, the Bylaws, the Master Declaration and the House Rules contained, as the same may have been or may hereafter be amended, 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 successor 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 Master Declaration, the Bylaws 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 Master Declaration, the Bylaws 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. 5677 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 'A'ali'i Purchase Agreement and Deposit Receipt covering the Property, including all supplements, addenda and amendments thereto, shall survive the recordation of this Deed.

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 XX through XXXV thereof, the Master Declaration, the Bylaws 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, 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 page(s) to follow.)

IN WITNESS WHEREOF, Grantor and Grantee have executed these presents on the day and year first above written.

AALII, LLC,
a Delaware limited liability company

By _____
Name:
Title:

"Grantor"

[GRANTEE]

[GRANTEE]

[GRANTEE, state of formation and type of entity]

By _____
Name:
Title:

By _____
Name:
Title:

"Grantee"

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

SS:

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

(signature)

(print name)

Notary Public of and for said State

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: 'A'ALI'I LIMITED WARRANTY
UNIT DEED, ENCUMBRANCES AND RESERVATION OF RIGHTS
WITH POWER OF ATTORNEY

Unit No. _____

☐ Document Date: _____ or ☐ Undated at time of notarization

No. of Pages: _____ Jurisdiction: _____ Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

STATE OF _____

COUNTY OF _____

SS:

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

(signature)

(print name)

Notary Public of and for said State

My commission expires: _____

(Official Stamp or Seal)

EXHIBIT "A"

-FIRST:-

The unit identified on the first page hereof (the "Unit"), located in that certain condominium project known as "A'ALI'I" (the "Project"), as described in that certain Declaration of Condominium Property Regime of 'A'ali'i, dated June 16, 2017, recorded at the Bureau of Conveyances of the State of Hawaii as Document Nos. A-64250735A thru C, as the same may be amended from time to time (the "Declaration"), and shown on the plans thereof filed as aforesaid as Condominium Map No. 5677, as may be amended 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 for the use of 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 .

(d) Nonexclusive easements for access throughout the Parking Structure, all roadways, driveways, access lanes, ramps, landscaped areas, sidewalks, walkways, hallways, and grounds of the Project that is/are part of the Commercial Limited Common Elements or Residential Limited Common Elements, as depicted on the Condominium Map to the extent that such easements are necessary for ingress to and egress from, such units and to and from any Limited Common Element areas appurtenant to such units or the Residential Limited Common Elements or Commercial Limited Common Elements. The units shall have pedestrian and vehicular easements for access through Level 1 to access the Residential Limited Common Elements and/or Commercial Limited Common Elements located on Level 1 at all times.

EXCEPTING AND RESERVING AND SUBJECT TO all easements as provided in the Declaration, including, but not limited to, (i) easements for encroachments appurtenant to other units or the Common Elements as they arise in the manner set forth above, now or hereafter existing thereon; (ii) easements for access to the Unit or any Limited Common Element appurtenant thereto from time to time during reasonable hours as may be appropriate for the operation or maintenance of the Project or for the inspection, repair, painting, resurfacing, maintenance, installation or replacement of any Common Elements, or for any other purpose reasonably related to the exercise of the rights and obligations under the Declaration, or, without notice, at any time for (a) making emergency repairs therein necessary to prevent damage to any unit or Limited Common Element, (b) abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity, (c) protecting the property rights of any Owner, or (d) preventing death or serious bodily injury to any Owner or other Occupant therein; (iii) easements affecting the Common Elements for any reasonable purpose; (iv) easements through adjacent lands, including, without limitation, for utility infrastructure, Owners, or public access necessary for the Project; (v) easements necessary to complete the Project, for noise and dust, to conduct sales activities at the Project, and to install and operate central telecommunication receiving and distribution systems and services; (vi) easements through the Common Elements

for purposes set forth in the Master Declaration; and (vii) easements necessary pursuant to the exercise of any reserved rights set forth in the Declaration, all 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 described as follows:

All of that certain parcel of land (being portions of the land(s) described in and covered by Royal Patent 5716, Land Commission Award 10605, Apana 7 to Kamakee Piikoi, and Lot 2-A, Block 4 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-46240640) situate at Kukuluaeo, Honolulu, City and County of Honolulu, State of Hawaii, being a portion of Lots 1, 4 and 5 of DPP 2015/SUB-19, being LOT A, as shown on Subdivision Map approved by the City and County of Honolulu, on December 22, 2017, File No. DPP 2017/SUB-40 and thus bounded and described as per survey dated February 22, 2018:

Beginning at the most northerly corner of this parcel, on the northeast corner of Lot 16 of Kewalo Tract, Block 4, and on the southwest side of Queen Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,837.68 feet south and 1,389.23 feet west, and running by azimuths measured clockwise from true South:

1. 321° 52' 142.57 feet along Southwesterly side of Queen Street;
2. Thence, along the remainder of Consolidation of Lots 1, 3, 4 and 5 as shown on DPP File No. 2015/SUB-19, along the remainders of R.P. 5716, L.C. Aw. 10605, Ap. 7 to Kamakee Piikoi and R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions, on a curve to the right with a radius of 28.00 feet, the chord azimuth and distance being:

 22° 22' 05" 27.57 feet;
3. 51° 52' 7.77 feet along the remainders of Consolidation of Lots 1, 3, 4 and 5 as shown on DPP File No. 2015/SUB-19, along the remainders of R.P. 5716, L.C. Aw. 10605, Ap. 7 to Kamakee Piikoi and R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions;
4. Thence, along the same, on a curve to the right with a radius of 50.00 feet, the chord and azimuth and distance being:

 63° 51' 30" 20.78 feet;

- | | | | | | |
|-----|--|-----|-----|--------|--|
| 5. | Thence, along the same, on a curve to the left with a radius of 260.00 feet, the chord azimuth and distance being: | | | | |
| | 56° | 36' | | 171.44 | feet; |
| 6. | 37° | 21' | | 26.03 | feet along the same; |
| 7. | Thence, along the same, on a curve to the right with a radius of 20.00 feet, the chord and azimuth and distance being: | | | | |
| | 81° | 16' | 46" | 27.75 | feet; |
| 8. | Thence along the same, on a curve to the left with a radius of 341.00 feet, the chord azimuth and distance being: | | | | |
| | 119° | 50' | 06" | 63.87 | feet; |
| 9. | 114° | 27' | 40" | 227.10 | feet along the same; |
| 10. | 204° | 27' | 40" | 74.86 | feet along the same; |
| 11. | 231° | 52' | | 71.13 | feet along the same; |
| 12. | 294° | 27' | 40" | 12.27 | feet along the same; |
| 13. | 204° | 27' | 40" | 129.76 | feet along the same; |
| 14. | 294° | 27' | 40" | 109.96 | feet along the same; |
| 15. | 231° | 52' | | 10.04 | feet along the same; |
| 16. | 308° | 46' | 15" | 119.00 | feet along Lot 16 of Kewal Tract, along the remainder of R.O. 5716, L.C. Aw. 10605, Ap. 7 to Kamakee Piikoi; |
| 17. | 231° | 52' | | 54.76 | feet along the same to the point of beginning and containing an area of 91,967 square feet, more or less. |

Being the premises conveyed to Grantor herein by that certain instrument dated _____, recorded at said Bureau as Document No. _____.

SUBJECT, HOWEVER, to the following:

1. Real property taxes due and payable. For more information contact the Real Property Assessment Office, City and County of Honolulu.
2. Any and all assessments due under improvement assessment: Kaka'ako Community Development District.
3. Mineral and water rights of any nature.
4. Certain parking rights, as defined in unrecorded LEASE dated October 8, 1999, of which a MEMORANDUM OF LEASE is dated November 11, 1999, filed as Land Court Document No. 2631523, as amended by unrecorded FIRST ADDENDUM TO LEASE dated January 5, 2001, unrecorded LETTER AGREEMENT dated July 24, 2001, unrecorded THIRD ADDENDUM TO LEASE dated September 24, 2002, and unrecorded FOURTH ADDENDUM TO LEASE dated April 11, 2003, all as mentioned in and

EXHIBIT "A"
(Page 3 of 7)

further amended by AMENDMENT OF MEMORANDUM OF LEASE AND PARTIAL RELEASE dated as of April 11, 2003, filed as Land Court Document Nos. 2914547 thru 2914528; by unrecorded FIFTH ADDENDUM TO LEASE dated October 24, 2003, as mentioned in and further amended by SECOND AMENDMENT OF MEMORANDUM OF LEASE AND PARTIAL RELEASE dated October 24, 2003, filed as Land Court Document Nos. 3019279 thru 3019280; by THIRD AMENDMENT OF MEMORANDUM OF LEASE AND PARTIAL RELEASE dated July 28, 2004, filed as Land Court Document Nos. 3144135 thru 3144136; and by unrecorded SIXTH ADDENDUM TO LEASE dated July 5, 2006, as mentioned in and further amended by FOURTH AMENDMENT OF MEMORANDUM OF LEASE AND PARTIAL RELEASE dated July 5, 2006, filed as Land Court Document No. 3450357; and further amended by FIFTH AMENDMENT OF MEMORANDUM OF LEASE AND PARTIAL RELEASE, dated June 11, 2014, recorded as Document Nos. A-52831012A thru A-52831012C.

5. UNRECORDED LEASE

LANDLORD : VICTORIA WARD, LIMITED, a Hawaii corporation
TENANT : DAVE & BUSTER'S OF HAWAII, INC., a Hawaii corporation
DATED : October 25, 2000 (Effective Date)
TERM : commencing on the Effective Date and ending on the last day of the two hundred and fortieth (240th) month after the Commencement Date (as defined in the Lease), together with three (3) successive options to extend the term for an additional period of five (5) years each

A MEMORANDUM OF LEASE is dated January 23, 2001, filed as Land Court Document No. 2687329.

Said above Lease was amended by unrecorded Amendment of Lease dated February 4, 2002, but effective as of October 25, 2001, and unrecorded Amendment of Lease dated --- (acknowledged April 8, 2003).

Said Lease demising the following described premises:

Those certain premises containing an area of approximately 43,973 square feet, designated as Space No. 202 in the Ward Entertainment Center, being a portion of the improvements on the land described therein.

-NOTE:- Certain parking requirement affecting the property described herein, as defined in the above Lease, as amended.

Said Lease is subject to any matters arising from or affecting the same.

6. The terms and provisions contained in the following:

INSTRUMENT : PARKING AGREEMENT
DATED : November 10, 2004
FILED : Land Court Document No. 3208310
PARTIES : VICTORIA WARD, LIMITED, a Delaware corporation, and BANK OF HAWAII, a Hawaii corporation, as Trustee under Land Trust No. 89434, dated October 21, 2004

Said Agreement was amended by instrument dated June 11, 2014, recorded as Document No. A-52831011. (No joinder by FIRST HAWAIIAN BANK, a Hawaii corporation, Trustee under that certain unrecorded Land Trust Agreement No. FHB-TRES 200601 dated September 20, 2006).

7. 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, "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), "First Hawaiian Trust", and HAWAII COMMUNITY DEVELOPMENT AUTHORITY, a body corporate and a public instrumentality of the State of Hawaii, "Authority"

8. 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, "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), "First Hawaiian Trust", and HAWAII COMMUNITY DEVELOPMENT AUTHORITY, a body corporate and a public instrumentality of the State of Hawaii, "HCDA"

9. 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 June 26, 2015, recorded

as Document No. A-56550932A.

JOINDER AND CONSENT given by FIRST HAWAIIAN BANK, a Hawaii corporation, Trustee under that certain unrecorded Land Trust Agreement No. FHB-TRES 200602, by instrument dated June 26, 2015, recorded as Document No. A-56550932B.

SUPPLEMENT TO COMMUNITY COVENANT FOR WARD VILLAGE dated May 18, 2016, recorded as Document No. A-59820871.

10. The terms and provisions contained in the following:

INSTRUMENT : JOINT DEVELOPMENT AGREEMENT FOR LAND BLOCK 1 OF THE
WARD MASTER PLAN

DATED : May 8, 2015

RECORDED : Document No. A-56090748

PARTIES : VICTORIA WARD, LIMITED, a Delaware corporation, BANK OF HAWAII,
a Hawaii corporation, as Trustee under Land Trust No. 89434, and FIRST
HAWAIIAN BANK, a Hawaii corporation, as Trustee under that certain
unrecorded Land Trust No. FHB-TRES 200602

11. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF USE RESTRICTIONS

DATED : as of August 5, 2015

RECORDED : Document No. A-57150249

12. HART RAIL Right of Way as shown on Subdivision Map approved by City and County of Honolulu on February 12, 2016, File No. DPP 2015/SUB-19.

13. The terms and provisions contained in the following:

INSTRUMENT : MEMORANDUM OF FINDINGS OF FACT, CONCLUSIONS OF LAW,
AND DECISIONS AND ORDER RE: PD PERMIT NO. KAK 14-074

DATED : May 18, 2016

RECORDED : Document No. A-59820870

14. Designation of Easement "P-1" for pedestrian access purposes as shown on Subdivision Map approved by City and County of Honolulu, on January 13, 2017, File No. 2016/SUB-217.

15. The terms and provisions contained in the following:

INSTRUMENT : MEMORANDUM OF FINDINGS OF FACT, CONCLUSIONS OF LAW,
AND DECISION AND ORDER RE: PD PERMIT NO. KAK 16-075

DATED : June 16, 2017

RECORDED : Document No. A-63830733

16. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "'A'ALI'I"
CONDOMINIUM PROJECT

DATED : June 16, 2017
RECORDED : Document No. A-64250735A thru A-64250735C
MAP : 5677 and any amendments thereto

Said above Declaration was amended by instruments dated October 24, 2017, recorded as Document No. A-65070806, and dated _____, recorded as Document No. _____.

17. The terms and provisions contained in the following:

INSTRUMENT : BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS

DATED : June 16, 2017
RECORDED : Document No. A-64250736

18. Designation of Easement "P-3" for pedestrian access purposes as shown on map prepared by Lance T. Stevens, Land Surveyor, dated December 15, 2017, approved by the Department of Planning and Permitting, City and County of Honolulu, on December 22, 2017, File No. DPP 2017/sub-40.

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

END OF EXHIBIT "A"