

Tax Map Key: (1) 2-3-002-116 CPR No. \_\_\_\_\_ Total Pages: \_\_\_\_\_  
Unit Number: \_\_\_\_\_  
Common Interest: \_\_\_\_\_

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

**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 **MAHANA WARD VILLAGE** condominium project (the "**Project**"), as established by that certain Declaration of Condominium Property Regime of Mahana Ward Village dated June 26, 2026, and recorded at the Bureau of Conveyances of the State of Hawaii (the "**Bureau**") as Document No. A-9673000575-76, as the same may be amended from time to time (the "**Declaration**"). The Project consists of that certain land situate at Kukuluao, Honolulu, City and County of Honolulu, Oahu, 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 Mahana Ward Village dated June 26, 2026, recorded at said Bureau as Document No. A-9673000577-78, 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 Mahana Ward Village adopted on \_\_\_\_\_, 202\_\_\_\_\_, 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 MAHANA WARD VILLAGE 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 from 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. 6838 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 Mahana Ward Village 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, as may be amended. In addition, Grantee recognizes that Grantee has made certain acknowledgments and agreements in the Mahana Ward Village Purchase Agreement & Deposit Receipt for the Property, including in the supplements, addenda and amendments thereto, if any, which shall survive the recordation of this deed.

Grantee hereby acknowledges and accepts the reserved rights of Developer, Developer Affiliate(s) and Victoria Ward, Limited (as such terms are defined in the Declaration) and their respective successors and assigns under and pursuant to the Declaration, the Bylaws and the House Rules, as amended. Grantee further acknowledges and accepts the reserved rights of Master Declarant and Declarant Affiliate(s) (as such terms are defined in the Master Declaration) and their respective successors and assigns under and pursuant to the Master Declaration, as amended. Grantee does hereby acknowledge and consent to the exercise of said reserved rights, including any rights to assign such Developer's, Developer Affiliate(s)', Victoria Ward, Limited's, Master Declarant's and Declarant Affiliate(s)' reserved rights. Grantee hereby further consents to the recording at said Bureau of any and all documents necessary to effect Developer's, Developer Affiliate(s)', Victoria Ward, Limited's, Master Declarant's and Declarant Affiliate(s)' exercise of said reserved rights, including, without limitation, any amendment or amendments to the Master Declaration, 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 Developer, Developer Affiliate(s), Victoria Ward, Limited, Master Declarant or Declarant Affiliate(s), 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 and Declarant Affiliate(s) in the Master Declaration and to Developer, Developer Affiliate(s) and Victoria Ward, Limited in the Declaration shall be fully and freely assignable by Master Declarant and Declarant Affiliate(s) and Developer, Developer Affiliate(s) and Victoria

Ward, Limited, respectively, in whole or in part. Without limitation to the generality of the rights reserved unto Master Declarant and Declarant Affiliate(s) as set forth in the Master Declaration, and Developer, Developer Affiliate(s) and Victoria Ward, Limited as set forth in the Declaration, and as permitted by law, Master Declarant and Declarant Affiliate(s) and Developer, Developer Affiliate(s) and Victoria Ward, Limited 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 this 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 Declarant Affiliate(s) and Developer, Developer Affiliate(s) and Victoria Ward, Limited to exercise their reserved rights pursuant to the provisions of the Master Declaration and the Declaration, respectively.

Grantee further acknowledges and accepts that assessments for the common expenses of the Project and other amounts charged to Grantee and/or the Property (together, "**Assessments**" (as defined in the Declaration)) shall be assessed against the Property by the Association of Unit Owners of Mahana Ward Village ("**Association**"), and all sums assessed but unpaid shall constitute a lien on the Property prior to all other liens, except only: (1) liens for taxes and assessments lawfully imposed by a governmental authority against the Property, and (2) all sums unpaid on mortgages filed prior to the filing of a notice of lien by the Association, and costs and expenses, including attorneys' fees, provided for in such mortgages. In addition, Grantee further acknowledges and accepts that the lien may be foreclosed by action or by nonjudicial power of sale foreclosure procedures set forth in Chapter 667 of the Hawaii Revised Statutes by the Managing Agent of the Project or the Board of Directors, on behalf of the Association. PURSUANT TO CHAPTER 667 OF THE HAWAII REVISED STATUTES, GRANTEE HEREBY GRANTS TO THE ASSOCIATION A POWER OF SALE IN CONNECTION WITH THE LIEN AND FURTHER UNDERSTANDS AND AGREES THAT THE ASSOCIATION, IN THE EXERCISE OF SAID POWER OF SALE, MAY SELL THE PROPERTY AT A PUBLIC SALE WITHOUT FILING A LAWSUIT, AND THAT THE ASSOCIATION OR ANY OTHER PERSON MAY ACQUIRE THE PROPERTY AT THE PUBLIC SALE.

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 given 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.)*

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## Name: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the \_\_\_\_\_ 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 **MAHANA WARD VILLAGE LIMITED WARRANTY UNIT DEED, ENCUMBRANCES AND RESERVATION OF RIGHTS WITH POWER OF ATTORNEY AND POWER OF SALE**, 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 undated and contains \_\_\_\_\_ 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 "MAHANA WARD VILLAGE" (the "**Project**"), as described in that certain Declaration of Condominium Property Regime of Mahana Ward Village dated June 26, 2026, recorded at the Bureau of Conveyances of the State of Hawaii (the "**Bureau**") as Document No. A-9673000575-76, as the same may be amended from time to time (the "**Declaration**"), and shown on the plans thereof filed in the Bureau as Condominium Map No. 6838, as the same 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 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, General Common Element, 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 units, General Common Elements, 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 Residential Limited Common Elements or Commercial Limited Common Elements, as depicted on the Condominium Map to the extent that such easements are necessary for ingress to and egress from the Unit and to and from any Limited Common Element areas appurtenant to the Unit or the Residential Limited Common Elements or Commercial Limited Common Elements.

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 described as follows:

All of those certain parcels of land (being portions of the land(s) described in and covered by Royal Patent Number 5716, Land Commission Award Number 10605, Apana 7 to Kamakee Piikoi, Royal Patent Number 1944 to E. W. Clark, Land Commission Award Number 387 to the American Board of Commissioners for Foreign Missions, and Royal Patent Number 1990, Land Commission Award Number 10463, Apana 1 to Napela) situate at Kukuluao, Honolulu, City and County of Honolulu, Oahu, State of Hawaii, being also portion of the consolidation and resubdivision of Lot D-1, as shown on DDP File No. 2018/SUB-95, and Lot 3, Block 4, Map 8, of Land Court Consolidation No. 53 of Victoria Ward, Limited, Lot 4-A, Block 4, Map 12, of Land Court Consolidation No. 53 of Victoria Ward, Limited, and Lots J-1, J-2 and J-3, Map 2, of Land Court Application No. 670 of Victoria Ward, Limited, of DPP File No. 2008/SUB-58, having been deregistered and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-46240641, being LOT F as shown on Subdivision Map dated May 27, 2020, approved by the Department of Planning and Permitting, City and County of Honolulu on July 10, 2020, Subdivision File No. 2019/SUB-109, and thus bounded and described per survey dated August 19, 2020:

Beginning at the northwest corner of this parcel, and on the southerly side of Ward Avenue, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,654.60 feet south and 2,106.46 feet west, and running by azimuths measured clockwise from true South:

- |    |              |        |                                                                                                                 |
|----|--------------|--------|-----------------------------------------------------------------------------------------------------------------|
| 1. | 231° 52'     | 256.02 | feet along southerly side of Ward Avenue;                                                                       |
| 2. | 307° 50' 30" | 227.76 | feet along Lot 1 of Land Court Application 971 and Lot 10, Block 4, of Kewalo Tract;                            |
| 3. | 231° 52'     | 139.88 | feet along Lot 10, Block 4, of Kewalo Tract;                                                                    |
| 4. | 321° 52'     | 100.00 | feet along southwest side of Queen Street;                                                                      |
| 5. | 51° 52'      | 116.62 | feet along Lot 13, Block 4, of Kewalo Tract, a portion of R.P. 5716, L.C. Aw. 10605, Apana 7 to Kamakee Piikoi; |
| 6. | 308° 46' 15" | 51.34  | feet along same;                                                                                                |
| 7. | 231° 52'     | 104.99 | feet along same;                                                                                                |
| 8. | 321° 52'     | 100.00 | feet along southwest side of Queen Street;                                                                      |

- |     |                                                                                                                                                                                                                                                                                                                                                                                                                              |     |     |        |                                                                                                                                                                                                                                                              |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9.  | 51°                                                                                                                                                                                                                                                                                                                                                                                                                          | 52' |     | 91.77  | feet along Lot 16, Block 4, of Kewalo Tract, a portion of R.P. 5716, L.C. Aw. 10605, Apana 7 to Kamakee Piikoi, and along Lot A as shown on DPP File No. 2017/SUB-40;                                                                                        |
| 10. | 114°                                                                                                                                                                                                                                                                                                                                                                                                                         | 27' | 40" | 109.96 | feet along Lot A as shown on DPP File No. 2017/SUB-40;                                                                                                                                                                                                       |
| 11. | 24°                                                                                                                                                                                                                                                                                                                                                                                                                          | 27' | 40" | 129.76 | feet along same:                                                                                                                                                                                                                                             |
| 12. | 114°                                                                                                                                                                                                                                                                                                                                                                                                                         | 27' | 40" | 12.27  | feet along same;                                                                                                                                                                                                                                             |
| 13. | 51°                                                                                                                                                                                                                                                                                                                                                                                                                          | 52' |     | 71.13  | feet along same;                                                                                                                                                                                                                                             |
| 14. | 24°                                                                                                                                                                                                                                                                                                                                                                                                                          | 27' | 40" | 74.86  | feet along same;                                                                                                                                                                                                                                             |
| 15. | 114°                                                                                                                                                                                                                                                                                                                                                                                                                         | 27' | 40" | 71.86  | feet along the remainder of Lot D-1 as shown on DPP File No. 2018/SUB-95;                                                                                                                                                                                    |
| 16. | Thence, along the remainders of Lots D-1 as shown on DPP File No. 2018/SUB-95 and 4-A (Deregistered) of Map 12 of Land Court Consolidation 53, on a curve to the right with a radius of 224.00 feet, the chord azimuth and distance being: 128° 09' 50" 106.12 feet;                                                                                                                                                         |     |     |        |                                                                                                                                                                                                                                                              |
| 17. | 141°                                                                                                                                                                                                                                                                                                                                                                                                                         | 52' |     | 270.24 | feet along remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and portions of R.P. 1990, L.C. Aw. 10463, Apana 1 to Napela and R.P. 1944 to E.W. Clark, L.C. Aw. 387 to the American Board of Commissioners for Foreign Missions; |
| 18. | Thence, along the remainders of Lot 4-A (Deregistered) of Map 12 of Land Court Consolidation 53 and portion of 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: 163° 57' 34" 21.06 feet; to the point of beginning and containing an area of 153,171 square feet, more or less. |     |     |        |                                                                                                                                                                                                                                                              |

BEING THE PREMISES ACQUIRED BY \_\_\_\_\_

GRANTOR : VICTORIA WARD, LIMITED, a Delaware corporation

GRANTEE : MAHANA WARD VILLAGE, LLC, a Delaware limited liability company

DATED :  
RECORDED : Document No. \_\_\_\_\_

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. Perpetual 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.
4. An easement for sanitary sewer purposes in favor of the CITY AND COUNTY OF HONOLULU acquired by FINAL ORDER OF CONDEMNATION dated May 30, 1967, filed in the Circuit Court of the First Circuit, State of Hawaii, Civil No. 6483, on May 30, 1968, filed as Land Court Document No. 445974.

5. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT FOR ISSUANCE OF PERMIT FOR JOINT DEVELOPMENT (WARD GATEWAY CORNER BUILDING)

DATED : effective May 12, 2005  
FILED : Land Court Document No. 3269519  
PARTIES : VICTORIA WARD, LIMITED, a Delaware corporation

6. DESIGNATION OF EASEMENT "E-9"

PURPOSE : Electrical  
SHOWN : on Subdivision Map approved by the Department of Planning and Permitting, City and County of Honolulu on September 15, 2006, File No. 2004/SUB-207.

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 AMENDED AND RESTATED  
MASTER PLAN DEVELOPMENT AGREEMENT FOR THE  
WARD NEIGHBORHOOD MASTER PLAN

DATED: : February 7, 2025  
RECORDED : Document No. A-9172000463  
PARTIES : VICTORIA WARD, LIMITED, a Delaware corporation,  
"VWL", 1240 ALA MOANA, LLC, a Delaware limited liability  
company, BLOCK G WARD VILLAGE, LLC, a Delaware  
limited liability company, KALAE, LLC, a Delaware limited  
liability company, THE LAUNIU, LLC, a Delaware limited  
liability company, ULANA WARD VILLAGE, LLC, a  
Delaware limited liability company, THE PARK WARD  
VILLAGE, LLC, a Delaware limited liability company, WARD  
ENTERTAINMENT CENTER, LLC, a Delaware limited  
liability company, WARD VILLAGE SHOPS, LLC, a  
Delaware limited liability company, BLOCK D WARD  
VILLAGE, LLC, a Delaware limited liability company,  
BLOCK E WARD VILLAGE, LLC, a Delaware limited liability  
company, HHC WV BLOCK E MEMBER, LLC, a Delaware  
limited liability company, and AUAHI SHOPS, LLC, a  
Delaware limited liability company; and the HAWAII  
COMMUNITY DEVELOPMENT AUTHORITY, a body  
corporate and a public instrumentality of the State of Hawaii,  
"HCDA"

Said Amended and Restated Memorandum amends and restates the original memorandum dated December 30, 2010, filed as Land Court Document No. 4036891, recorded as Document No. 2011-004171.

9. 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 Land Trust No.  
FHB-TRES 200602

10. The terms and provisions contained in the following:

- INSTRUMENT : DECLARATION OF USE RESTRICTIONS (WARD VILLAGE)
- DATED : August 5, 2015
- RECORDED : Document No. A-57150249
11. 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.
12. 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. 25-045
- DATED :
- RECORDED : Document No. A-
13. DESIGNATION OF EASEMENT "P-7"
- PURPOSE : pedestrian access
- REFERENCED : on map prepared by Lance T. Stevens, Land Surveyor, dated December 15, 2017 and approved by the Department of Planning and Permitting, City and County of Honolulu on December 22, 2017, File No. 2017/SUB-40
14. DESIGNATION OF EASEMENT "P-9"
- PURPOSE : pedestrian access
- REFERENCED : on map prepared by Rico D. Erolin, Land Surveyor with Controlpoint Surveying, Inc., dated May 27, 2020 and approved by the Department of Planning and Permitting, City and County of Honolulu on July 10, 2020, File No. 2019/SUB-109
15. DESIGNATION OF EASEMENT "S-1"
- PURPOSE : sewer line
- REFERENCED : on map prepared by Rico D. Erolin, Land Surveyor with Controlpoint Surveying, Inc., dated January 4, 2021 and approved by the Department of Planning and Permitting, City and County of Honolulu on January 8, 2021, File No. 201920/SUB-207
16. RIGHT OF ENTRY AND TEMPORARY GRANT OF EASEMENT
- TO : HAWAIIAN ELECTRIC COMPANY, INC.
- DATED : March 23, 2023
- RECORDED : Document No. A-84880165
- GRANTING : the right of entry along with a temporary easement for utility purposes over, under, upon, across and through the Property, being more particularly described therein

17. DESIGNATION OF EASEMENT "P-15"

PURPOSE : pedestrian access  
REFERENCED : on survey map prepared by Rico D. Erolin, Land Surveyor with Controlpoint Surveying, Inc., dated September 27, 2024 and approved by the Department of Planning and Permitting, City and County of Honolulu on October 4, 2024, 2023/SUB-65 and more particularly described in instrument dated October 23, 2024, recorded as Document No. A-9068000632.

18. The terms and provisions contained in the following:

INSTRUMENT : MEMORANDUM OF RIGHT TO ACQUIRE (REVISED HECO EASEMENTS PACKAGE)  
  
DATED : August 6, 2025  
RECORDED : Document No. A-9432000656  
PARTIES : THE CITY & COUNTY OF HONOLULU, acting by and through the Honolulu Authority for Rapid Transportation, "HART", for the benefit of HAWAIIAN ELECTRIC COMPANY, INC., "HECO", and VICTORIA WARD, LIMITED, "VWL"

19. SECOND AMENDED FINAL ORDER OF CONDEMNATION

TO : CITY AND COUNTY OF HONOLULU, acting by and through the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION  
  
DATED : December 24, 2025  
FILED : Land Court Document No. T-13178223  
RECORDED : Document No. A-9526000849  
GRANTING : Easements 468 and 473 for Honolulu High Capacity Transit Corridor Project purposes; Easement 20 for drainage purposes; Easements 21 (20 feet wide) and 22 for sewer purposes; all being more particularly described therein

20. GRANT

TO : CITY AND COUNTY OF HONOLULU  
  
DATED : June 9, 2025  
RECORDED : Document No. A-9547000529  
GRANTING : A non-exclusive easement over said Easement "S-1"

21. 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) By-Laws of Ward Village Owner Association; and (iii) reciprocal appurtenant easements for encroachments and easements for drainage of water runoff, said easements being more particularly described therein.

As supplemented by instrument dated May 13, 2026, recorded as Document No. A-9629000721.

22. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM  
PROPERTY REGIME FOR MAHANA WARD  
VILLAGE  
DATED : June 26, 2026  
RECORDED : Document No. A-9673000575-76  
MAP : 6838 and any amendments thereto

Said Declaration was amended by FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF MAHANA WARD VILLAGE dated July 1, 2026, recorded as Document No. A-9678000803.

-Note:- Any recorded amendments to said Declaration affecting apartments other than the specific apartment described herein, are not shown.

23. The terms and provisions contained in the following:

INSTRUMENT : BYLAWS OF THE ASSOCIATION OF UNIT  
OWNERS OF MAHANA WARD VILLAGE  
DATED : June 26, 2026  
RECORDED : Document No. A-9673000577-78

**TOGETHER WITH** those appliances and furnishings included with the Unit, as described in Mahana Ward Village Purchase Agreement & Deposit Receipt executed between Grantor and Grantee covering the Unit, and any and all supplements, addenda and amendments thereto.