



INFORMATION

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Policy contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or you as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT. YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:

*Premier Title
614 Kapahulu Avenue, Suite 101
Honolulu, HI 96815
(808)687-6700 / (808)356-2400
Title No.: HITE-0009774VH*

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TITLE INSURANCE COMMITMENT

BY

Stewart Title Guaranty Company

AGREEMENT TO ISSUE POLICY

We agree to issue policy to you according to the terms of the Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within 6 months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The Provisions in Schedule A.

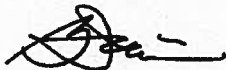
The Requirements in Schedule B-I.

The Exceptions in Schedule B-II.

The Conditions on Page 5.

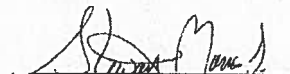

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

IN WITNESS WHEREOF, the Company has caused this Commitment to be signed and sealed, to become valid when countersigned by an authorized officer or agent of the Company, all in accordance with its By-Laws. This Commitment is effective as of the date shown in Schedule A as "Commitment Date."



Countersigned

stewart
title guaranty company


Senior Chairman of the Board
Chairman of the Board
President

</TOGETHER>



Order No.: HITE-0009774VH

SCHEDULE A

1. **Effective Date:** August 12, 2015 at 8:01 AM.

2. **Policy or Policies to be issued:**

(a)

Endorsements:

Proposed Insured:

Amount: \$0.00
Premium: \$0.00
\$0
Credit: (\$0.00)

3. **The estate or interest in the land described or referred to in this Commitment is:**

Fee Simple Condominium Estate / Double System

4. **Title to the estate or interest in the land is at the Effective Date vested in:**

Mark Isamu Kawabata and Chung-Ju Michelle Wei, husband and wife, as Tenants by the Entirety.

5. **The land referred to in this Commitment is described as follows:**

See Exhibit "A" attached hereto and made a part hereof.

COUNTERSIGNED:

Authorized Officer or Agent

Issued By

PREMIER TITLE
614 Kapahulu Avenue, Suite 101
Honolulu, HI 96815
(808)687-6700

Order No.: HITE-0009774VH

**SCHEDULE B - SECTION I
REQUIREMENTS**

The following are the requirements that must be met:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
4. Documents satisfactory to us creating the interest in the land and the mortgage to be insured must be signed, delivered and recorded.

**SCHEDULE B – SECTION II
EXCEPTIONS**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

PART ONE:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public record.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any lien, or right to a lien, for service, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.

The foregoing Exceptions No. 1 thru 6 will be removed and not reflected when issuing an ALTA Extended Loan Policy.

**SCHEDULE B - SECTION II
EXCEPTIONS**

PART TWO:

1. Real property tax assessments for the fiscal year 2014-2015:

Tax Map Key: (1) 2-3-003-105-0009

1st Installment \$1,083.43 Paid
2nd Installment \$1,083.42 Paid

Real property tax assessments for the fiscal year 2015-2016:

Tax Map Key: (1) 2-3-003-105-0009

1st Installment \$1,110.55 Open (Due August 20, 2015)
2nd Installment \$1,110.55 Open (Due February 22, 2016)

2. -AS TO ITEM I (LOT 435):-

- (a) Terms and provisions of that certain Agreement dated July 19, 1943, made by and between William H. Mullin and Margarethe F. Mullin and Hattie Kulamanu Ward, Lucy Kaiaka Ward and Victoria Kathleen Ward, recorded as Document No. 70018, Re: building within setback area along Waimanu Street for future road widening.
- (b) Road Setback line (8 feet wide), along the Southwesterly boundary along Waimanu Street, as shown on Maps 20, filed with said Land Court Application No. 670.
- (c) Designation of Easement 6, for sanitary sewer purpose, as shown on Map No. 20, as set forth by Land Court Order No. 24810, filed on October 19, 1965.
- (d) Final Order of Condemnation dated July 19, 1968, Civil No. 6484, in the Circuit Court of the First Circuit, State of Hawaii, in favor of City and County of Honolulu, recorded as Document No. 449940. Re: condemnation of a portion of the land herein described for sewer purposes over Easement "6".
- (e) 10 feet building setback along Waimanu Street and 15 feet building setback along Kapiolani Boulevard, as shown on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, last revised June 1, 2009

-Note:- The building setback line along Waimanu Street is measured 20 feet from the existing property line.
- (f) 10 feet road widening setback along Waimanu Street, as shown on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, last revised June 1, 2009.
- (g) Terms and provisions of that certain Sewer Easement Agreement dated January 9, 2001, made by and between Honolulu Design Center, LLC, a Hawaii limited liability company, and the City and County of Honolulu, recorded as Document No. 2769936, Re: development over Easement

SCHEDULE B - SECTION II - PART TWO

(Continued)

"6" for sanitary sewer purposes.

- (h) Designation of Easement "12", for water meter purpose, as shown on Map No. 43, as set forth by Land Court Order No. 144899, filed on February 15, 2002.

3. -AS TO ITEM II (LOT 443):-

- (a) Road Setback Line (8 feet wide) along Waimanu Street, as shown on Map 20, filed with said Land Court Application 670.

- (b) Building setback (10 feet along Waimanu Street and 15 feet building setback along Kapiolani Boulevard), as shown on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, last revised June 1, 2009

-Note:- The building setback line along Waimanu Street is measured 20 feet from the existing property line.

- (c) 10 feet road widening setback along Waimanu Street, as shown on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, last revised June 1, 2009.

4. -AS TO ITEM III (LOTS B, C, 1-A, 2 AND 1-B):-

- (a) -AS TO PARCELS SECOND (LOT 1-A), THIRD (LOT 2) AND FOURTH (LOT 1-B):-

- (1) Reservation in favor of the State of Hawaii of all mineral and metallic mines.
- (2) Grant dated March 11, 2008, in favor of Hawaiian Electric Company, Inc., a Hawaii corporation, recorded as Document No. 2008-043974. Re: granting an easement for utility and incidental purposes over, under, across and through a portion of the land herein described.

- (b) -AS TO PARCEL FOURTH (LOT 1-B):-

- (1) License dated July 6, 1931, in favor of Board of Water Supply of the City and County of Honolulu, recorded in Book 1109, Page 480. Re: granting an easement to lay, operate, maintain, repair and remove an underground water pipe line or pipe lines across a strip of land 5 feet in width.
- (2) Rights of others who may have easement or access rights in the land described herein.

-NOTE:- This parcel lies within Waimanu Street.

- (c) Covenants, conditions, restrictions, reservations, agreements, obligations, exceptions and other provisions as contained in Declaration of Transfer of Uses, dated January 27, 2006, recorded as Document No. 3384035, and also recorded as Document No. 2006-017389.

- (d) -AS TO PARCELS FIRST, SECOND AND THIRD (LOTS B, C, 1-A, AND 2):-

SCHEDULE B - SECTION II - PART TWO

(Continued)

- (1) 10 feet building setback along Waimanu Street, as shown on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, last revised June 1, 2009.

-Note:- The building setback line along Waimanu Street is measured 20 feet from the existing property line.

- (2) 10 feet road widening setback line along Waimanu Street, as shown on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, last revised June 1, 2009

5. -AS TO ITEM IV:-

- (a) Grant dated March 11, 2008, in favor of Hawaiian Electric Company, Inc., a Hawaii corporation, recorded as Document No. 2008-043974. Re: granting an easement for utility and incidental purposes over, under, across and through a portion of the land herein described.
- (b) 15 feet building setback along Kapiolani Boulevard, as shown on survey map prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc., dated September 5, 2008, last revised June 1, 2009
- (c) Designation of Easement "1", for water meter purposes, as shown on Map dated December 17, 2010, approved by the Department of Planning and Permitting, City and County of Honolulu, on March 14, 2011 (2010/SUB-261), recorded as Document No. 2011-045928.

6. -AS TO ITEM I (LOT 435) AND ITEM III, PARCELS SECOND AND THIRD (LOTS 1-A AND 2):-

- (a) Grant dated March 24, 2011, in favor of Hawaiian Electric Company, Inc., a Hawaii corporation and Hawaiian Telcom, Inc., a Hawaii corporation, recorded as Document No. 2011-053624, and also recorded as Document No. 4061659. Re: granting an easement for utility and incidental purposes over, under, across and through a portion of the land herein described.

7. Covenants, conditions, restrictions, reservations, agreements, obligations, exceptions and other provisions as contained in Declaration of Condominium Property Regime for "Moana Vista" (now known as Pacifica Honolulu) Condominium Project, dated September 26, 2008, recorded as Document No. 2008-151496, and also recorded as Document No. 3793547, as amended.

Condominium Map No. 1970 and 4715, as amended, to which reference is hereby made.

The foregoing Declaration was amended by the following:

Document No.	Document No.	Dated
3921299	2009-185088	November 24, 2009
3947521	2010-034790	June 17, 2011
4082332	2011-100797	June 17, 2011
T-8521294A	A-48691002A	March 23, 2013
T-8521294B	A-48691002B	March 23, 2013
T-8612348	A-49600552	July 24, 2013
T-8858106	A-52060534	March 7, 2014

SCHEDULE B - SECTION II - PART TWO

(Continued)

8. By Laws of the Association of Unit Owners of Moana Vista (now known as "Pacifica Honolulu"), dated September 26, 2008, recorded as Document No. 2008-151497, and also recorded as Document No. 3793548, as amended.

The foregoing was amended by the following:

Document No.	Document No.	Dated:
2009-185089	3921300	November 24, 2009 (changing name from Moana Vista to "Pacifica Honolulu")

9. The following matters, as shown on or disclosed by the survey dated September 5, 2008, prepared by James R. Thompson, Land Surveyor, with Walter P. Thompson, Inc.,
- A. Power lines along Waimanu Street cross onto the property and fall within the road widening setback.
 - B. An electric panel crosses onto the subject property for 2 feet along the Southeast boundary (the worst condition being 0.53 feet).
 - C. A building crosses onto the subject property for 43 lineal feet along the Southeast boundary (the worst condition being 0.10 feet).
 - D. Existing and future improvements cross over interior property boundary lines.
 - E. Portion of concrete slabs cross into 10 feet building setback line along Waimanu Street.
 - F. Portion of first floor of existing 2-story masonry building crosses into the 15 feet building setback line along Kapiolani Boulevard.
 - G. Chainlink fence, concrete pad, bollards and transformer are within the 8-foot and 10-foot road widening setback line and within the 10 feet building setback line along Waimanu Street.
 - H. Existing concrete slabs and columns, and future improvements cross over portions of under ground power line Easements B and C.
 - I. Building crosses into Lot C (Roadway).
 - J. Chainlink fence crosses into Kapiolani Boulevard.
 - K. HECO boxes, water meter and water valves within 15 feet building setback line along Kapiolani Boulevard.
 - L. Portion of HECO box within Sewer Easement 6.
 - M. Drain manhole, drain outlet and manholes within 10 feet building setback line along Waimanu Street.
10. Covenants, conditions, restrictions, reservations, agreements, obligations, exceptions and other provisions as contained in Limited Warranty Deed and Assignment of Developer's Rights, dated October 21, 2009, recorded as Document No. 3908604 thru 3908605 and also recorded as Document No. 2009-161500 thru

SCHEDULE B - SECTION II - PART TWO

(Continued)

2009-161501.

11. Terms and provisions of that certain Planned Development Agreement dated August 3, 2009, made by and between Hawaii Community Development Authority, a body corporate and a public instrumentality of the State of Hawaii ("HCDA"), KC Rainbow II, LLC, a Hawaii limited liability company ("KCR II"), Evershine X, an affiliate of KCR II and a California limited partnership and Public Storage, a Maryland real estate investment trust (successor by operation of merger to Public Storage, Inc.) and , recorded as Document No. 2010-010471, and also recorded as Document No. 3934463.

Joinder in and Consent to Planned Development Agreement dated January 12, 2010, made by and between OliverMcMillan Pacifica, LLC, a Delaware limited liability company, recorded as Document No. 2010-010473 thru 2010-010474 and also recorded as Document No. 3934465.
12. Covenants, conditions, restrictions, reservations, agreements, obligations, exceptions and other provisions as contained in Pacifica Honolulu Unit Deed with Reservations and Conditions (Reserved Housing), dated September 21, 2011, recorded as Document No. 4115386 and also recorded as Document No. 2011-201299 thru 2011-201300.
13. Grant dated May 7, 2012, in favor of Board of Water Supply, City and County of Honolulu, recorded as Document No. T-8198263 and also recorded as Document No. A-45460638. Re: granting an easement for water meter and incidental purposes over, under, across and through a portion of the land herein described.
14. Grant of Easement and Cancellation of Grant of Easement dated May 23, 2012, in favor of Hawaiian Electric Company, Inc., a Hawaii corporation, recorded as Document No. T-8198264 and also recorded as Document No. A-45460639A thru A-45460639B. Re: granting an easement for utility and incidental purposes over, under, across and through a portion of the land herein described.
15. Equity Sharing Payment to HCDA and other provisions as contained in Unit Deed With Reservations and Conditions (RESERVED HOUSING), dated September 21, 2011, recorded as Document No. 4115386, and also recorded as Document No. 2011-201299 Thru 2011-201300.
16. Mortgage dated November 23, 2011, in the amount of \$375,000.00, from Mark Isamu Kawabata and Chung-Ju Michelle Wei, husband and wife, as mortgagor, to Wells Fargo Home Mortgage of Hawaii, LLC., a Delaware limited liability company, as mortgagee, recorded as Document No. 4115388 and also recorded as Document No. 2011-201302.

The foregoing was assigned to Wells Fargo Bank, N.A. by instrument dated November 23, 2011, recorded as Document No. 4117875 and also recorded as Document No. 2011-209145.
17. Divorce No. 1DV15-1-000165, filed in the Circuit Court of the First Circuit, State of Hawaii, by Mark Isamu Kawabata, as Plaintiff vs. Chung-Ju Michelle Wei, as Defendant. PENDING.
18. This title report has been prepared for information purposes only. Premier Title Company reserves the right to revise and/or to make further requirements necessary for the issuance of any form of title insurance.

NOTE(S):

SCHEDULE B - SECTION II - PART TWO
(Continued)

1. The address for the property herein described is as follows: 1009 Kapiolani Blvd. #609, Honolulu, HI 96814.

Order No.: HITE-0009774VH

EXHIBIT "A"

The land referred to in this Commitment is described as follows:

FIRST:

Unit No. 609 of the Condominium Project known as "PACIFICA HONOLULU" formerly known as "MOANA VISTA", as established by Declaration of Condominium Property Regime dated as of September 26, 2008, recorded as Document No. 3793547, and also recorded as Document No. 2008-151496, as amended, and as shown on Condominium Maps No. 1970 and 4715, and any amendments thereto.

TOGETHER WITH easements appurtenant to the Unit established by and described in the Declaration, including the following:

- (a) An exclusive easement to use Parking Space(s) No. C4087, as shown on Condominium Map.
- (b) The exclusive right to use those certain limited common elements of the Project, as described in the Declaration, as amended;
- (c) Nonexclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for, and support, maintenance, and repair of the Unit; in the other common elements for use according to the purposes, for which they are intended without hindering or encroaching upon the lawful rights of the other Unit Owners, and in all other units and common elements for support.

SECOND:

An undivided 0.223% interest in all common elements of the Project, as established for said Unit by the Declaration, as tenant in common with all other owners from time to time of undivided interests in and to said common elements.

Being all the property conveyed by the following:

PACIFIC HONOLULU UNIT DEED WITH RESERVATIONS AND CONDITIONS (RESERVED HOUSING)

Grantor: OliverMcMillan Pacific LLC, a Delaware limited liability company
Grantee: Mark Isamu Kawabata and Chung-Ju Michelle Wei, husband and wife, as Tenants by the Entirety
Dated: September 21, 2011
Recorded: as Document No. 4115386 and also recorded as Document No. 2011-201299 Thru 2011-201300

Being all of the premises described in Transfer Certificate of Title No. 1,035,313 issued to Mark Isamu Kawabata and Chung-Ju Michelle Wei, husband and wife, as Tenants by the Entirety.

The Land upon which said Condominium is situate is described as follows:

ITEM I:

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AMERICAN
LAND TITLE
ASSOCIATION



All of that certain parcel of land situate at Kewalo, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

Lot 435, area 41,681 square feet, more or less, as shown on Map 20, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 670 of Victoria Ward.

ITEM II:

All of that certain parcel of land situate at Kewalo, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

Lot 443, area 10,405 square feet, more or less, as shown on Map 25, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 670 of Victoria Ward.

ITEM III:

-FIRST:-

All of those certain parcels of land situate on Waimanu Street at Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

LOTS: B, area 2,917 square feet, more or less, and
C, area 1,260 square feet, more or less,

as shown on Map 2, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1400 of Kodak Hawaii, Limited.

-SECOND:-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 1807, Land Commission Award Number 3169, Apana 1 to Koalele) situate, lying and being at Kewalo, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 1-A, being a portion of Lot 1, and thus bounded and described as per survey dated December 27, 2001, to-wit:

Beginning at the South corner of this parcel of land, being also the Southwest corner of Lot 2 and on the Northeast side of Waimanu Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,835.78 feet South and 709.62 feet West and running by azimuths measured clockwise from true South:

1. 141° 56' 170.56 feet along the new Northeast side of Waimanu Street;
2. 209° 45' 116.00 feet along Lot 435 (Map 20) of Land Court Application 670;
3. 302° 28' 177.73 feet along the remainder of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele;
4. 32° 28' 57.14 feet along the remainder of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele;
5. 110° 30' 59.73 feet along Lot 2 along the remainder of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele;

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6. 4° 20' 100.00 feet along Lot 2 along the remainder of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele;
7. 33° 00' 15.00 feet along Lot 2 along the remainder of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele to the point of beginning and containing an area of 21,888 square feet, more or less.

-THIRD:-

All of that certain parcel of land (portion of the land described in and covered by Royal Patent No. 1807, Land Commission Award No. 3169, Apana 1 to Koalele) situate, lying and being at Kewalo, Honolulu, City and County of Honolulu, State of Hawaii, being Lot 2, and thus bounded and described as per survey dated April 5 1989, to-wit:

Beginning at the Northwest corner of this parcel of land, on the North side of Waimanu Street and at the South corner of Lot 1, being a portion of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,835.78 feet South and 709.62 feet West and thence running by azimuths measured clockwise from true South:

1. 213° 00' 15.00 feet along Lot 1, being a portion of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele;
2. 184° 20' 100.00 feet along Lot 1, being a portion of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele;
3. 290° 30' 59.73 feet along Lot 1, being a portion of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele;
4. 32° 28' 27.33 feet along the remainder of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele;
5. 300° 34' 35.94 feet along the remainder of R. P. 1807, L. C. Aw. 3169, Ap. 1 to Koalele;
6. 9° 08' 81.32 feet along Lot B of Land Court Application 1400 as shown on Map 2;
7. 52° 46' 40.35 feet along Lot B of Land Court Application 1400 as shown on Map 2;
8. 141° 52' 69.50 feet along the North side of Waimanu Street to the point of beginning and containing an area of 9,289 square feet, more or less.

-FOURTH:-

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 1807, Land Commission Award Number 3169, Apana 1 to Koalele) situate, lying and being at Kewalo, City and County of Honolulu, State of Hawaii, being Lot 1-B, and thus bounded and described as per survey dated December 27, 2001, to-wit:

Beginning at the Southeast corner of this parcel of land being also the Southwest corner of Lot 2 and on the Northeast side of Waimanu Street, the coordinates of said point of beginning referred to Government Survey

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Triangulation Station "PUNCHBOWL" being 5,835.78 feet South and 709.62 feet West, and running by azimuths measured clockwise from true South:

1. 33° 00' 15.00 feet along the present Northeast side of Waimanu Street;
2. 140° 27' 20" 167.93 feet along same;
3. 209° 45' 20.00 feet along same;
4. 321° 56' 170.56 feet along the new Northeast side of Waimanu Street to the point of beginning and containing an area of 2,781 square feet, more or less.

ITEM IV:

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 1807, Land Commission Award Number 3169, Apana 1 to Koalele) situate, lying and being on the Southwest side of Kapiolani Boulevard, at Kewalo, Honolulu, City and County of Honolulu, State of Hawaii, and thus bounded and described:

Beginning at a pipe at the North corner of this parcel of land, the true azimuth and distance to a pipe marking the end of the second course of Land Court Application No. 670 on the Northeast side of Waimanu Street being 29° 45' 213.53 feet and thence running by true azimuths and distance as follows:

1. Firstly along the Southwest side of Kapiolani Boulevard on a curve to the left with a radius of 1,708.0 feet, the direct azimuth and distance being
309° 31' 55" 129.2 feet to a pipe;
2. 29° 33' 81.6 feet to a pipe;
3. 122° 28' 127.73 feet to a pipe;
4. 209° 45' 97.53 feet to the point of beginning and containing an area of 11,312 square feet, more or less.

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PREMIER TITLE
614 Kapahulu Avenue, Suite 101, Honolulu, HI 96815
(808)687-6700, fax (808)356-2400

ALTA PLAIN LANGUAGE COMMITMENT FORM

Issued By
STEWART TITLE GUARANTY COMPANY

CONDITIONS

1. DEFINITIONS

"Mortgage" means mortgage, deed of trust or other security instrument. (b) "Public Records" means title records that give constructive notice of matters affecting your title according to the state statutes where your land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attach between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

Comply with the Requirements shown in Schedule B - Section I

or

Eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms.

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