LAND COURT SYSTEM REGULAR SYSTEM

Return by: Mail ( ) Pickup ( ) Escrow No.\_\_\_\_\_\_\_\_\_\_\_\_\_

OWNER(S) NAME(S) This document has \_\_\_\_\_\_\_ pages

ADDRESS UNIT #\_\_\_\_\_\_\_

Honolulu, Hawaii 96814

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Tax Map Key No. (1) 2-3-003-105 (CPR\_\_\_\_\_)

PACIFICA HONOLULU, UNIT # \_\_\_\_

SUBORDINATION OF EQUITY SHARING PAYMENT AGREEMENT

SUBORDINATION OF EQUITY SHARING PAYMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Hawaii Community Development Authority, a body corporate and a public instrumentality of the State of Hawaii ("HCDA"), whose address is 547 Queen Street, Honolulu, Hawaii 96813, is the holder of certain rights, reservations and restrictions under that certain Pacifica Honolulu Unit Deed With Reservations and Conditions (Reserved Housing) dated execution date and recorded on recorded date in the Bureau of Conveyances of the State of Hawaii ("Bureau") as Document Nos.\_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (“Office”) as Land Court Document No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and duly noted on Transfer Certificate of Title No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and that certain Unilateral Declaration of Restrictive Covenants for Unit Designated as Reserved Housing Unit dated execution date, recorded on recorded date in said Bureau as Document No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and filed in said Office as Land Court Document No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and duly noted on Transfer Certificate of Title No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (collectively referred to herein as "Deed and Declaration"), pertaining to that certain real property located at 1009 Kapiolani Boulevard #\_\_\_, Honolulu, HI 96814 (“Property"), described in Exhibit "A" attached hereto and made a part of this Subordination of Equity Sharing Payment Agreement ("Agreement"), owned by OWNER NAME(S) MUST BE CAPITALIZED, single/husband and wife/etc.**,** as Tenant(s) by the Entirety/Tenant(s) in Severalty/Joint Tenants/etc. (“Owner(s)”);

WHEREAS, pursuant to the Deed and Declaration, HCDA is entitled to, among other things, an equity sharing payment as set forth in the Deed and Declaration ("Equity Sharing Payment");

WHEREAS, the Owner(s) intends to refinance his/her/their mortgage on the Property by executing that certain Mortgage dated \_\_\_\_\_\_\_\_\_\_\_\_ between the Owner(s), as Mortgagor, and HONOLULU HOMELOANS, INC., a Hawaii corporation, which is organized and existing under the laws of the United States of America, whose address is 745 Fort Street, Ste. 1001, Honolulu, Hawaii 96813, as Mortgagee (also referred to as “Lender”), recorded in the Bureau of Conveyances of the State of Hawaii as Document No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Honolulu HomeLoans Mortgage"), to secure the payment of a Note in the principal amount of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter collectively referred to as "Honolulu HomeLoans Mortgage and Note'');

WHEREAS, Lender requires that HCDA's Equity Sharing Payment be subordinated to that of the Honolulu HomeLoans Mortgage and Note;

NOW THEREFORE, for good and valuable consideration, the receipt of which the parties to this Agreement acknowledge, the parties agree as follows:

1. Consent to Mortgage. HCDA hereby consents to the execution of the Honolulu HomeLoans Mortgage and Note; provided, however, that HCDA 's consent herein shall not authorize nor be deemed to authorize, any further or other conveyance or mortgage of the Property, or the execution of any other or further agreement to convey or pledge the same;

2. Subordination. The Honolulu HomeLoans Mortgage and Note shall be and remain at all times until terminated, a lien or charge upon the Property prior and superior to the lien or charge of HCDA's Equity Sharing Payment.

3. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the respective heirs, personal representatives, successors and assigns of the parties.

4. Governing Law. This Agreement shall be governed by the laws of the State of Hawaii.

5. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and shall supersede any and all prior communications, representations, or agreements, both verbal and written, between the parties regarding the subordination of HCDA's Equity Sharing Payment to that of the Honolulu HomeLoans Mortgage and Note. This Agreement cannot be modified except by a written instrument signed by all the parties.

6.            Counterparts. The parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and the counterparts shall together constitute one and the same agreement, binding all of the parties, notwithstanding that all of the parties are not signatory to the same instrument. Duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, the undersigned has executed this Agreement on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

HAWAII COMMUNITY DEVELOPMENT AUTHORITY

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**"HCDA"**

APPROVED AS TO FORM:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deputy Attorney General

State of Hawaii

**HONOLULU HOMELOANS, INC.**

By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Its: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**“LENDER”**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OWNER NAME**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**2ND OWNER IF MARRIED OR JOINT**

**“OWNER”**

STATE OF HAWAII )

) SS.

CITY AND COUNTY OF HONOLULU )

On this the day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ❑personally known to me **-OR-** ❑proved to me on the basis of satisfactory evidence who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Notary Public Signature

(Official Stamp or Seal) Printed Name:

Notary Public, State of Hawaii

My Commission Expires:

STATE OF HAWAII NOTARY CERTIFICATION

Doc. Description: Subordination of Equity Sharing Payment Agreement

Date of Document: # Pages:\_\_\_\_\_\_

Notary Public Signature Date

Print Name: (Official Stamp or Seal)

Notary Public, State of Hawaii, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Circuit

STATE OF HAWAII )

) SS.

CITY AND COUNTY OF HONOLULU )

On this the day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ❑personally known to me **-OR-** ❑proved to me on the basis of satisfactory evidence who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Notary Public Signature

Printed Name:

Notary Public, State of Hawaii

My Commission Expires:

(Official Stamp or Seal)

STATE OF HAWAII )

) SS.

CITY AND COUNTY OF HONOLULU )

On this the day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, before me personally appeared OWNER ❑personally known to me **-OR-** ❑proved to me on the basis of satisfactory evidence and 2ND OWNER ❑personally known to me **-OR-** ❑proved to me on the basis of satisfactory evidence who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

Notary Public Signature

Printed Name:

Notary Public, State of Hawaii

My Commission Expires:

(Official Stamp or Seal)

EXHIBIT “A”

That certain unit and common interest comprising a portion of the PACIFICA HONOLULU Condominium Property Regime (hereinafter called the “Project”), which Project consists of those parcels of land and improvements thereon situate at Honolulu, City and County of Honolulu, State of Hawaii, being more particularly described below, and in the Declaration of Condominium Property Regime dated as of September 26, 2008, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (hereinafter called the “Land Court”) as Land Court Document No. 3793547, and also recorded in the Bureau of Conveyances of the State of Hawaii (hereinafter called the “Bureau”) as Document No. 2008-151496, as the same may be amended from time to time (hereinafter called the “Declaration”), as established by the Declaration and described as follows:

FIRST: Unit No. #### (hereinafter called the “Unit”) of the Project as more fully described in and established by the Declaration, and as shown on Condominium Map No. 1970 filed in the Land Court as aforesaid, and Condominium Map No. 4715 filed in the Bureau as aforesaid (hereinafter collectively called the “Condominium Map”), together with the limited common elements and rights and easements appurtenant to the Unit as established by and described in the Declaration; subject, however, to the right and easements excepted and reserved in the Declaration.

TOGETHER WITH appurtenant easements as follows:

1. An exclusive easement to use parking stall(s), if any.
2. Non-exclusive easements in the common elements designed for such purposes for ingress to, egress from, utility services for, and support, maintenance, and repair of said 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.

SECOND: An undivided 0.182% interest as tenant in common with Oliver McMillan Pacifica, LLC, its successors and assigns, and the holders from time to time of other undivided interests in and to the common elements of the Project, including the land of the Project (hereinafter called the “Land”), as more fully described below and in the Declaration.

SUBJECT, as to said undivided interest in the common elements of the Project, to the restriction that it may not be transferred or assigned separately and apart from the Unit.

The land upon which said Project is located is described as follows:

**ITEM I:**

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:

Lot B, area 2,917 square feet, more or less,

Lot 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;

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 (being portion(s) of the land(s) 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 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, Honolulu, 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 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 No. 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.

BEING THE PREMISES ACQUIRED BY UNIT DEED WITH RESERVATIONS AND CONDITIONS (RESERVED HOUSING)

GRANTOR: OLIVER McMILLAN PACIFICA, LLC, a Delaware limited liability company

GRANTEE: JOHN DOE, single, as Tenant in Severalty

DATED: October 4, 2011

FILED: Land Court Document No. 4108145

RECORDED: Document Nos. 2011-180677 through 2011-180678

RECORDED DATE: October 4, 2011

Being all of the land described in Transfer Certificate(s) of Title No. 1,033,700.

\*(Include this text only if owner purchased unit as a single and is now married)

Note: The marriage of HUSBAND’s NAME to WIFE’S NAME (now known as MARRIED NAME) on DATE at LOCATION as noted on Transfer Certificate of Title No. ##### by Land Court Document No. ##### recorded on DATE.

END OF EXHIBIT “A”