

STATUS REPORT

This Report (and any revisions thereto) is issued for the sole benefit of the Purchaser of this Report identified in the Order No. referenced below. Title Guaranty of Hawaii, Inc.'s responsibility for any actual loss incurred by reason of any incorrectness herein is limited to the lesser of \$3,500 or two times the amount paid for this Report.

SCHEDULE A

Title Guaranty of Hawaii, Inc. hereby reports as follows as to the title of the Parties named in Schedule A in and to the title to land described in Schedule C, subject to the matters set forth in Schedule B, based solely upon an abstract and examination of the following Indices in the State of Hawaii: (a) the Office of the Clerks of the Circuit Court of the Judicial Circuit within which the land is located; (b) the Office of the Clerk of the District Court of the United States for the District of Hawaii; (c) the Office of the Registrar of Conveyances; and (d) the Office of the Real Property Tax Assessment Division of the County within which the land is located.

STATE OF HAWAII,
as Fee Owner

This report is subject to the Conditions and Stipulations set forth in Schedule D and is dated as of December 20, 2017 at 8:00 a.m.

Inquiries concerning this report
should be directed to
JOANNE BOYETTE.
Email jboyette@tghawaii.com
Fax (808) 533-5870
Telephone (808) 539-7725.
Refer to Order No. 201754308.

**SCHEDULE B
EXCEPTIONS**

1. Real Property Taxes, if any, that may be due and owing.

Tax Key: [\(2\) 3-7-004-003](#) Area Assessed: 242,716 sq. ft.

The property described herein is listed on the current County tax records as being exempt from real property taxes.

-Note:- Attention is invited to the fact that the premises covered herein may be subject to possible rollback or retroactive property taxes due to possible loss of exemption status.

2. Mineral and water rights of any nature.
3. Any and all matters not shown in the Indices described in Schedule A.
4. The terms and provisions contained in the following:

INSTRUMENT : GOVERNOR'S EXECUTIVE ORDER NO. 3586

DATED : May 20, 1993

The foregoing includes, but is not limited to, matters relating to the public land described therein is set aside for Kahului Civic Center purposes, to be under the control and management of the Department of Accounting and General Services, a political subdivision of the State of Hawaii, and restoration condition upon cancellation of this Executive Order.

5. Restriction of rights of vehicle access into and from Main Street (now Kaahumanu Avenue) and Kane Street over and across Courses 1 to 5, inclusive, of PARCEL 30 described therein, pursuant to the rights (of access) acquired by the STATE OF HAWAII, by QUITCLAIM DEED dated April 5, 1963, recorded in Liber [4543](#) at Page [140](#).
-Note:- Said Courses 1 to 5, inclusive, also being Courses 7 to 11, inclusive, shown in Schedule C herein.

SCHEDULE B CONTINUED

6. Transfer of the fee title to the Land may require legislative approval and otherwise be subject to compliance with Hawaii Revised Statutes Section 171-64.7.

7. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.

8. Any unrecorded leases and matters arising from or affecting the same.

END OF SCHEDULE B

SCHEDULE C

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 3343 to Claus Spreckels) situate, lying and being at Kahului, District of Wailuku, Island and County of Maui, State of Hawaii, being the KAHULUI CIVIC CENTER, C.S.F. No. 21,863, same being portions of Block E, L and Third Street of Kahului Townsite, File Plan [21](#), and thus bounded and described as per survey dated March 12, 1993, to-wit:

Beginning at the northeast corner of this parcel of land and on the south side of Kaahumanu Avenue, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 3371.48 feet north and 8468.49 feet east, thence running by azimuths measured clockwise from true South:

1. 340° 19' 234.87 feet along the remainder of Grant 3343 to Claus Spreckels;
2. 70° 19' 0.14 of a foot along the remainder of Grant 3343 to Claus Spreckels;
3. 340° 21' 299.30 feet along the remainder of Grant 3343 to Claus Spreckels;
4. 70° 21' 438.60 feet along the remainder of Grant 3343 to Claus Spreckels;
5. Thence along the east side of Kane Street on a curve to the right with a radius of 20.00 feet, the chord azimuth and distance being:

 115° 21' 28.28 feet;
6. 160° 21' 280.33 feet along the east side of Kane Street;
7. 160° 21' 50.00 feet along the east side of Kane Street;
8. 171° 39' 30" 50.99 feet along the east side of Kane Street;

SCHEDULE C CONTINUED

9. 160° 21' 83.57 feet along the east side of Kane Street;
10. Thence along the southeast corner of the intersection of Kane Street and Kaahumanu Avenue, on a curve to the right with a radius of 50.00 feet, the chord azimuth and distance being:
205° 19' 50" 70.69 feet;
11. 250° 18' 40" 398.64 feet along the south side of Kaahumanu Avenue to the point of beginning and containing an area of 5.572 acres, more or less.

Said above described parcel of land having been acquired by STATE OF HAWAII by the following:

1. By DEED of HAWAIIAN COMMERCIAL AND SUGAR COMPANY, dated September 17, 1908, recorded in Liber [311](#) at Page [7](#) and RELEASE OF REVERSIONARY INTEREST AND QUITCLAIM of A&B-HAWAII, INC., a Hawaii corporation, dated February 17, 1993, recorded as Document No. [93-030149](#).
2. By DEED of HAWAIIAN COMMERCIAL AND SUGAR COMPANY, dated December 21, 1925, recorded in Liber [911](#) at Page [417](#).

END OF SCHEDULE C

GENERAL NOTES

1. There is hereby omitted from any covenants, conditions and reservations contained herein any covenant or restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. Lawful restrictions under state or federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

SCHEDULE D

CONDITIONS AND STIPULATIONS

1. This Status Report (which term shall include any revisions thereto) is a report of the record title only, based solely upon an abstract and examination of the Indices described in Schedule A as of the date of the Report. No responsibility is assumed for (a) matters which may affect the title but either were not disclosed or were incorrectly disclosed in said indices at the date hereof; or (b) matters created, suffered, assumed, or agreed to by Purchaser; or (c) matters not shown herein but actually know to Purchaser. Title Guaranty of Hawaii, Incorporated (the "Company") makes no representation as to the legal effect, validity or priority of matters shown or referred to herein.
2. If the Report is incorrect in any respect, the responsibility of the Company shall be limited to the resulting actual loss, including any attorney's fees and legal costs, but in no event shall exceed the lesser of \$3,500 or two times the amount paid for the Report. Upon payment of any loss hereunder, the Company shall be subrogated to all rights the Purchaser may have against any person or property as a result of such loss.
3. If the Purchaser of this Report shall suffer an actual loss by reason of the incorrectness of the Report, the Purchaser shall promptly notify the Company in writing. After receipt of such notice, the Company shall be allowed a reasonable time in which to investigate the claim. At its sole option, the Company may litigate the validity of the claim, negotiate a settlement or pay to Purchaser the amount the Company is obligated to pay under this Report. The Company's responsibility hereunder constitutes indemnity only and nothing herein shall obligate the Company to assume the defense of the Purchaser with respect to any claim made hereunder.
4. This report is the entire contract between the Purchaser and the Company and any claim by Purchaser against the Company, arising hereunder, shall be enforceable only in accordance with the provisions herein.
5. Notice required to be given the Company shall include the Order Number of this Report and shall be addressed to Title Guaranty of Hawaii, Inc., P.O. Box 3084, Honolulu, HI 96802, Attention: Legal Department.