

OCEANFRONT PROPERTY ADDENDUM Hawaii Association of REALTORS® Standard Form Revised 12/18 (NC) For Release 5/22



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the State Shoreline Ce	rtification, sea	ward boundary	y, and/or square	e footage of Property	. Buyer agrees not	to assert any claim against Seller	or
with respect to erosion advised to determine the	control. In pa	rticular, no rep proximity of the	oresentations ar he shoreline to	re made about seawa the improvements, a	alls, retaining walls, nd should seek pro	piers, docks or re-vegetation. Buy fessional advice from Buyer's	
and elevation requirem elevation requirements	ents as well a	s insurance rat structure on the	tes/limits. Buye e Property, the	er should consult with	the appropriate Co	ounty agencies to determine the cu	urrent
rise and coastal hazard schools, roads, public to dangers of increased by to the ocean posed by land use and permitting	ds associated vuilities, comminatelline sea le hurricanes, tsugauthorities) a	with a changing unication syste vel, rising wate unamis, high w and the private	g climate. As co ems) are increa- ers increase the vave events and sector (such as	oastal water levels ris singly vulnerable to f e risk to neighborhoo d coastal erosion. It is s insurance compani	se, community popu looding, inundation ds and communities s difficult to predict	ulations and infrastructure (hospita and destruction. In addition to the s that are coastal and in close pro- how government entities (such as	ls, kimity
after closing, may be for remove and/or remedy structures which may in	ound to be in v any encroach nclude seawall	riolation of the laments such as ls, revetments,	rules and laws of s, but not limited , shoreline hard	governing shorelines d to, any sign of indu lening, sandbags, or	 Buyer may be he ced vegetation, any anything else on th 	ld responsible by the State of Haw revidence of private use of the lan e ocean side of the anticipated pro	/aii to d, any
	A-4 Property is subject regulations. A-5 Identification of ce Certifications," an Buyer acknowledges the State Shoreline Ce Brokerage Firm(s) involved the Property. Neither Seller nor Brok with respect to erosion advised to determine the contractors, engineers, Properties located in contractors of the elevation requirements structure conforms to Fire and coastal hazard schools, roads, public to the ocean posed by land use and permitting adversely affect the compafter closing, may be for the emove and/or remedy structures which may in boundary line. Seller a	of Hawaii. In addition, the converules and regulations of the State A-4 Property is subject to shoreline seregulations. A-5 Identification of certified shoreline Certifications," and that shoreline Buyer acknowledges that neither Selthe State Shoreline Certification, sea Brokerage Firm(s) involved in this trathe Property. Neither Seller nor Brokerage Firm(s) with respect to erosion control. In paradvised to determine the effect of the contractors, engineers, attorneys, approperties located in certain flood zo and elevation requirements. If there is a elevation requirements. If there is a structure conforms to Federal, State Threats to Coastal Properties Due to rise and coastal hazards associated schools, roads, public utilities, commodangers of increased baseline sea let to the ocean posed by hurricanes, to land use and permitting authorities) and adversely affect the condition, use an existing and future improvements may after closing, may be found to be in veremove and/or remedy any encroach structures which may include seawal boundary line. Seller agrees to provi	A-3 The conveyance document will typically contain of Hawaii. In addition, the conveyance documentules and regulations of the State and County. A-4 Property is subject to shoreline setback and floor regulations. A-5 Identification of certified shoreline boundaries Certifications," and that shoreline certifications. Buyer acknowledges that neither Seller nor Brokerathe State Shoreline Certification, seaward boundaries Brokerage Firm(s) involved in this transaction regards the Property. Neither Seller nor Brokerage Firm(s) involved in this with respect to erosion control. In particular, no repart advised to determine the effect of the proximity of the contractors, engineers, attorneys, appropriate governover and elevation requirements as well as insurance ratelevation requirements. If there is a structure on the structure conforms to Federal, State and/or County. Threats to Coastal Properties Due to Sea Level Risinse and coastal hazards associated with a changing schools, roads, public utilities, communication systems and use and permitting authorities) and the private adversely affect the condition, use and value of impute the communication of the remove and/or remedy any encroachments such as structures which may include seawalls, revetments boundary line. Seller agrees to provide Buyer with	A-3 The conveyance document will typically contain a reference to of Hawaii. In addition, the conveyance document may also in rules and regulations of the State and County. A-4 Property is subject to shoreline setback and flood control requregulations. A-5 Identification of certified shoreline boundaries is governed by Certifications," and that shoreline certifications by the State of Certifications, and that shoreline certifications by the State of the State Shoreline Certification, seaward boundary, and/or square Brokerage Firm(s) involved in this transaction regarding any matter the Property. Neither Seller nor Brokerage Firm(s) involved in this transaction must respect to erosion control. In particular, no representations an advised to determine the effect of the proximity of the shoreline to contractors, engineers, attorneys, appropriate governmental agence Properties located in certain flood zones, high wave, and/or tsunar and elevation requirements as well as insurance rates/limits. Buye elevation requirements. If there is a structure on the Property, the structure conforms to Federal, State and/or County requirements. Threats to Coastal Properties Due to Sea Level Rise. Scientific states and coastal hazards associated with a changing climate. As one schools, roads, public utilities, communication systems) are increased dangers of increased baseline sea level, rising waters increase the to the ocean posed by hurricanes, tsunamis, high wave events and land use and permitting authorities) and the private sector (such as adversely affect the condition, use and value of impacted properties. Existing and future improvements may now be or may become emarter closing, may be found to be in violation of the rules and laws remove and/or remedy any encroachments such as, but not limited boundary line. Seller agrees to provide Buyer with all information boundary line.	A-3 The conveyance document will typically contain a reference to the location of the sof Hawaii. In addition, the conveyance document may also include a reference to rules and regulations of the State and County. A-4 Property is subject to shoreline setback and flood control requirements as determine regulations. A-5 Identification of certified shoreline boundaries is governed by Title 13, Sub-Title 10 Certifications," and that shoreline certifications by the State can be challenged by Buyer acknowledges that neither Seller nor Brokerage Firm(s) involved in this transaction the State Shoreline Certification, seaward boundary, and/or square footage of Property Brokerage Firm(s) involved in this transaction regarding any matters which concern the the Property. Neither Seller nor Brokerage Firm(s) involved in this transaction make any representation with respect to erosion control. In particular, no representations are made about seaward advised to determine the effect of the proximity of the shoreline to the improvements, a contractors, engineers, attorneys, appropriate governmental agencies, or any other lice Properties located in certain flood zones, high wave, and/or tsunami inundation areas, and elevation requirements as well as insurance rates/limits. Buyer should consult with elevation requirements. If there is a structure on the Property, the State of Hawaii or Cestructure conforms to Federal, State and/or County requirements. Threats to Coastal Properties Due to Sea Level Rise. Scientific studies indicate that islatice and coastal hazards associated with a changing climate. As coastal water levels risechools, roads, public utilities, communication systems) are increasingly vulnerable to fundered to the ocean posed by hurricanes, tsunamis, high wave events and coastal erosion. It is land use and permitting authorities) and the private sector (such as insurance companications, may be found to be in violation of the rules and laws governing shorelines remove and/or remedy any encroachments such as, but	A-3 The conveyance document will typically contain a reference to the location of the seaward boundary in of Hawaii. In addition, the conveyance document may also include a reference to a certified shorelinar ules and regulations of the State and County. A-4 Property is subject to shoreline setback and flood control requirements as determined by Federal, Staregulations. A-5 Identification of certified shoreline boundaries is governed by Title 13, Sub-Title 10, Chapter 222 of the Certifications," and that shoreline certifications by the State can be challenged by the private and/or put the State Shoreline Certification, seaward boundary, and/or square footage of Property. Buyer agrees not Brokerage Firm(s) involved in this transaction, have made any the State Shoreline Certification, seaward boundary, and/or square footage of Property. Buyer agrees not Brokerage Firm(s) involved in this transaction regarding any matters which concern the shoreline boundar the Property. Neither Seller nor Brokerage Firm(s) involved in this transaction make any representations or warranties of with respect to erosion control. In particular, no representations are made about seawalls, retaining walls, advised to determine the effect of the proximity of the shoreline to the improvements, and should seek procontractors, engineers, attorneys, appropriate governmental agencies, or any other licensed professionals Properties located in certain flood zones, high wave, and/or tsunami inundation areas, may be subject to cand elevation requirements as well as insurance rates/limits. Buyer should consult with the appropriate Celevation requirements. If there is a structure on the Property, the State of Hawaii or County agencies mastructure conforms to Federal, State and/or County requirements. Threats to Coastal Properties Due to Sea Level Rise. Scientific studies indicate that island communities, srise and coastal hazards associated with a changing climate. As coastal water levels rise, community poptically and use and permitting author	A-3 The conveyance document will typically contain a reference to the location of the seaward boundary in accordance with the laws of the in of Hawaii. In addition, the conveyance document may also include a reference to a certified shoreline boundary in accordance with the rules and regulations of the State and County. A-4 Property is subject to shoreline setback and flood control requirements as determined by Federal, State and County laws, rules and regulations. A-5 Identification of certified shoreline boundaries is governed by Title 13, Sub-Title 10, Chapter 222 of the Hawaii Administrative Rules, "Sh Certifications," and that shoreline certifications by the State can be challenged by the private and/or public sector. Buyer acknowledges that neither Seller nor Brokerage Firm(s) involved in this transaction, have made any representations or warranties con the State Shoreline Certification, seaward boundary, and/or square footage of Property. Buyer agrees not to assert any claim against Seller Brokerage Firm(s) involved in this transaction regarding any matters which concern the shoreline boundary of the Property or the square foothe Property. Neither Seller nor Brokerage Firm(s) involved in this transaction make any representations or warranties concerning any actions Buyer may with respect to erosion control. In particular, no representations are made about seawalls, retaining walls, piers, docks or re-vegetation. Buy advised to determine the effect of the proximity of the shoreline to the improvements, and should seek professionals advice from Buyer's contractors, engineers, attorneys, appropriate governmental agencies, or any other licensed professionals. Properties located in certain flood zones, high wave, and/or tsunami inundation areas, may be subject to damage, additional building, engine and elevation requirements as well as insurance rates/limits. Buyer should consult with the appropriate County agencies to determine the celevation requirements as well as insurance rates/limits. Buyer should

EQUAL HOUSING OPPORTUNITY

SELLER'S INITIALS & DATE

BUYER'S INITIALS & DATE

Exhibit H2 Agenda, SFC Meeting (May 26, 2022)

G. A State Shoreline Certification establishes a boundary from which the buildable area may be calculated and setbacks established which may be required to obtain building permits. "Shoreline" as defined in HRS 205A-1 means "the upper reaches" of the wash of the waves, other than storm and seismic waves, at high tide during the season of the year in which the highest wash of the waves occurs, usually evidenced by the edge of vegetation growth, or the upper limit of debris left by the wash of the waves.

A State Shoreline Certification does not necessarily establish a seaward boundary of the Property. State Shoreline Certification does not establish the exact square footage of the property. State Shoreline Certification is a lengthy process that may take an extended period of time from six (6) months to several years, and is valid for a limited period of time from the date of certification.

nd existing State Shoreline Certification(s) if in Seller's possession as part of Seller's Real	ler agrees to deliver to Buyer copies of all past and existing State perty Disclosure Statement.	
Certification:] Seller or [] Buyer. (Use Paragraph JK for Special Terms). State Shoreline Certification If the State Shoreline Certification is not obtained within the time y of such State Shoreline Certification, or Buyer may elect to terminate the Purchase Contract erminate the Purchase Contract, then Buyer agrees to proceed to closing without the State	Ill be completed no later than ne, Buyer and Seller may elect to extend delivery of such State S	
ndition of obtaining financing. Buyer is aware that Buyer may be required to obtain an Elevatio yer is advised to verify flood designations and consult the National Flood Insurance Program for premiums based on the risk of flooding in the area where the Property is located. Seller is in Seller's possession.	rtificate(s) in order to obtain flood insurance. Buyer is advised to	
[] Seller [] Buyer. The Elevation Certificate(s) shall be delivered to Buyer no] An Elevation Certificate(s) shall be paid for by [] Seller er than	
	ECIAL TERMS (Please number K-1, K-2, etc.)	K.
specific oceanfront requirements, and Buyer is advised to contact governmental agencies to	r is subject to governmental oversight regarding specific oceanfrom ne specific requirements for the Property.	
ad, understand and agree to the terms and conditions of this OCEANFRONT PROPERTY Brokerage Firm(s) involved in this transaction, and further acknowledge receipt of a fully lek legal and other professional advice regarding the complex nature of oceanfront property.	DUM, and have not relied upon any advice from Brokerage Firm(s	ADD
DATE SELLER DATE	DATE	BUY
DATE SELLER DATE	DATE	BUY
DATE SELLER DATE	DATE	BUY
n effort has been made to put this agreement into plain language. But there is no promise that it is in plain SED OR IMPLIED, THAT THIS AGREEMENT COMPLIES WITH CHAPTER 487A OF THE HAWAII of REALTORS® is not liable to any Buyer, Seller, or other person who uses this form for any damages or autioned to see their own attorneys about Chapter 487A (and other laws that may apply).	. In legal terms, THERE IS NO WARRANTY, EXPRESSED OR IMPLIED, DISTATUTES. This means that the Hawaii Association of REALTORS® is n	langu REVI
of REALTORS® is not liable to any Buyer, Seller, or other person who uses this form for a autioned to see their own attorneys about Chapter 487A (and other laws that may apply).	STATUTES. This means that the Hawaii Association of REALTORS® is n	REVI