

section VI

Form of Limited Warranty Unit Deed, Encumbrances and
Reservation of Rights with Power of Attorney for Kali'u
(“Unit Deed”)

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION: RETURN BY MAIL () PICK UP ()

Tax Map Key Nos. (1) 2-1-055: 001, 002, 018, 032 through 035
CPR No. _____; Unit No. _____

Total Pages: _____

**LIMITED WARRANTY UNIT DEED, ENCUMBRANCES AND
RESERVATION OF RIGHTS WITH POWER OF ATTORNEY
KALI'U**

THIS INDENTURE, made this _____ day of _____, 20____, by and between **CORAL ACQUISITION, LLC**, a Hawaii limited liability company, with its principal place of business and post office address at 1440 Kapiolani Boulevard, Suite 1406, Honolulu, Hawaii 96814 ("Grantor"), and _____, whose address is _____ ("Grantee").

WITNESSETH:

That 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, as _____, the following described real property (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, thereon and thereto;

The Property hereby conveyed comprises a portion of the Kali'u condominium project (the "Project"), as established by that certain Declaration of Condominium Property Regime of Kali'u, dated August 21, 2024, recorded at the Bureau of Conveyances of the State of Hawaii ("Bureau") as Document No. A-9005000526, as the same may be amended from time to time (the "Declaration"). The Project consists of those certain lands situate at Kaakaukui, Kakaako, Honolulu, City and County of Honolulu, State of Hawaii, more particularly described in Exhibit "A"

attached hereto and incorporated herein by reference, together with the improvements located thereon, as more particularly described in and subject to the Declaration. The portion of the Project consisting of the Property hereby conveyed is more particularly described in said Exhibit "A".

TO HAVE AND TO HOLD the same unto Grantee, according to the tenancy and estate hereinabove set forth, in fee simple, absolutely and forever, subject as aforesaid, and subject also to the Declaration, the Bylaws of the Association of Unit Owners of Kali'u, dated August 21, 2024, recorded at said Bureau as Document No. A-9005000528, as the same may be amended from time to time (the "Bylaws"), and the covenants, conditions and restrictions in the Declaration and in the Bylaws contained, 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.

Grantee does hereby covenant and agree, for the benefit of the owners from time to time of all other condominium 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 Bylaws, and the Rules and Regulations of the Association of Unit Owners of Kali'u, as now or hereafter amended ("House Rules"), on Grantee's part to be observed and performed as and when required to do so, and will indemnify and hold and save harmless Grantor from any failure to observe and perform any of such terms, covenants, conditions, agreements, obligations and restrictions.

Grantee further acknowledges and agrees that Grantee has examined (or waived such examination), and has approved the following Project documents (and any and all amendments to said documents): the Declaration, the Bylaws, the Condominium Map filed herewith ("Condominium Map"), the House Rules, the Kali'u Escrow Agreement and the public report issued for the Project by the Real Estate Commission of the State of Hawaii. In addition, Grantee hereby agrees and acknowledges that each of the acknowledgments and agreements made by Grantee in the Kali'u Purchase Agreement, including all supplements, addenda and amendments thereto, covering the Property shall survive the recordation of this Deed.

Grantee hereby covenants and agrees that the Project is part of an urban planned community called "Kaiāulu 'o Kaka'ako" (the "Community"), which is governed by the Master Charter, Master Bylaws and other Master Governing Documents, all as the same may be amended and/or supplemented from time to time. By acquiring an interest in the Project, Grantee agrees to carefully review, observe, and comply with all covenants, conditions, restrictions, and other requirements to which the Project is subject under the Master Charter, Master Bylaws, and other Master Governing Documents, including payment of such sums as may be assessed pursuant to such Master Charter or Master Bylaws ("Master Assessments"). The Project is also subject to the Planned Development Permit dated November 1, 2023, No. KAK 22-055, as may be amended, including, without limitation, the requirement therein that the Project may be assessed the cost of improvements made in the vicinity of the Project pursuant to the Hawaii Community Development Authority's ("HCDA") District-Wide Improvement Assessment Program. If any such assessments are made, Grantee shall be responsible for and shall pay Grantee's respective prorated share of any such assessments as part of Grantee's share of assessments for the Project.

To ensure that the Project, as constructed, is maintained as intended by the Community's Master Plan and Master Governing Documents, Grantee hereby further covenants and agrees as follows:

1. No additional floor area (as calculated for purposes of determining the floor area ratio for the Project under the Vested Rules) shall be added to the Project;

2. No additional Units or fractional ownership interests shall be created in the Project;
3. The Project shall comply with any items that affect multiple blocks within the Community, including the Land, and that require continuity of application among the affected blocks to maintain the intent and function of such item;
4. The Project shall be maintained, including the public sidewalks adjacent to the Project, any open space, the Recreational Amenities, and pedestrian and vehicular traffic patterns;
5. The Project shall comply with the Master Governing Documents;
6. Landowner has the right (but not the obligation) to cause the construction of any median, non-standard crosswalk or raised intersection improvements that fall between the center-line of Cooke and Auahi Street rights-of-way to the property lines of parcels identified by Tax Map Key Nos. (1) 2-1-054: 001, (1) 2-1-053:032, (1) 2-1-056:003 & 004, and the Land; excluding, however, such sidewalk and roadway improvements as required by any governmental authorities in connection with any and all permits, approvals and entitlements required for the development of the Project by HCDA or the City and County of Honolulu or otherwise in connection with the development of the Land and the Project, which improvements shall be included as part of the Project; and
7. Landowner has the right (but not obligation) to submit the Land to a joint development agreement with the adjacent property commonly referred to as "Land Block F" and identified by Tax Map Key Nos. (1) 2-1-055: 006, 026, 038, 048, 049, 050, and 051 and Lana Lane.

Grantee hereby acknowledges and accepts those certain rights set forth in the Declaration, Bylaws and House Rules as being reserved unto Grantor for the periods described therein and agrees and consents to Grantor's exercise of such reserved rights in connection with the Project. Grantee does hereby further consent to the recording of any and all documents necessary to effect Grantor's exercise of said reserved rights at said Bureau, including, without limitation, any amendment or amendments to 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 Grantor and its 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 will be considered automatically granted anew by any such person or entity upon such transfer of any interest therein, whether by deed, mortgage or any other instrument of conveyance.

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 (2) 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 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, corporations, partnerships and companies, and each of their respective heirs, devisees, personal representatives, successors, successors-in-trust and assigns, according to the context thereof. All other capitalized terms used herein shall have the meanings given to such terms in the Declaration, unless otherwise defined herein.

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 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 has been intentionally left blank.)

IN WITNESS WHEREOF, Grantor and Grantee have executed these presents on the day and year first above written.

CORAL ACQUISITION, LLC,
a Hawaii limited liability company

By: _____
Name: _____
Its: _____

"Grantor"

[Individual Grantee]

[Individual Grantee]

_____, _____
[Entity Grantee]

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

"Grantee"

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

SS:

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

(signature)

(print name)

Notary Public of and for said State

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: LIMITED WARRANTY UNIT DEED,
ENCUMBRANCES, RESERVATION OF RIGHTS WITH POWER OF ATTORNEY

KALI'U

Unit No. _____

☐ Document Date: _____ or ☐ Undated at time of notarization

No. of Pages: _____ Jurisdiction: _____ Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

My commission expires: _____

STATE OF _____

COUNTY OF _____

SS:

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

(signature)

(print name)

Notary Public of and for said State

My commission expires: _____

STATE OF _____

COUNTY OF _____

SS:

On this _____ day of _____, 20____, before me appeared _____, to me personally known, who being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

(signature)

(print name)

Notary Public of and for said State

My commission expires: _____

EXHIBIT "A"

-FIRST:-

Unit No. _____ (the "Unit") located in that certain condominium project known as "KALI'U" (the "Project"), as shown on Condominium Map No. 6635, recorded at the Bureau of Conveyances of the State of Hawaii ("Bureau"), as the same may be amended from time to time (collectively, "Condominium Map"), and described in that certain Declaration of Condominium Property Regime of Kali'u, dated August 21, 2024, recorded at said Bureau as Document No. A-9005000526, as the same may be amended from time to time (the "Declaration").

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

(A) The exclusive right to use those certain limited common elements of the Project which are described in the Declaration as being appurtenant to the Unit, including the parking stall(s), storage locker(s), storage room(s), and wine locker(s) as set forth in the Declaration (if any) and one (1) assigned mailbox,.

(B) Nonexclusive easements in the common elements, including the limited common elements, as applicable, for purposes of ingress to, egress from, utility services for, support of, and, as necessary, for the maintenance and repair of, the Unit and the limited common elements appurtenant thereto; 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 Hawaii Revised Statutes, as amended.

-SECOND:-

An undivided _____ % interest appurtenant to the Unit, in all common elements of the Project, as established for the Unit by the Declaration, or such other fractional or percentage interest as hereafter established for the Unit by any amendment of the Declaration, as tenant in common with all other owners and tenants thereof.

TOGETHER WITH AND SUBJECT TO, as to FIRST and SECOND above, the covenants, agreements, easements, obligations, conditions, exceptions, reservations and other matters and provisions of the Declaration, the Bylaws of the Association of Unit Owners of Kali'u, dated August 21, 2024, recorded at said Bureau as Document No. A-9005000528, and the House Rules, each as may be amended from time to time, 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 the Grantee as binding and to be binding on the Grantee, and Grantee's successors and assigns.

EXCEPTING AND RESERVING AND SUBJECT TO all easements as provided in the Declaration, including, but not limited to, (i) easements for encroachments appurtenant to other units or the common elements, now or hereafter existing thereon; (ii) easements for access to the Unit and/or limited common element appurtenant thereto from time to time during reasonable hours as may be appropriate for the operation or maintenance of the Project or for any other purpose reasonably related to the exercise of the rights and obligations under the Declaration, or, without notice, at any time for (a) making emergency repairs therein necessary to prevent damage to any unit or limited common element, (b) abating any nuisance or any dangerous, unauthorized, prohibited or unlawful activity, (c) protecting the property rights of any Owner, or (d) preventing death or serious bodily injury to any Owner or other Occupant therein; and (iii) easements necessary to complete improvements to the Project, for noise and dust, to conduct sales activities upon the Project, and to install and operate central telecommunication receiving and distribution systems and services, all as provided in the Declaration.

EXHIBIT "A"

(Page 1)

THE LANDS UPON WHICH THE PROJECT IS LOCATED ARE DESCRIBED AS FOLLOWS:

-PARCEL I:-

All of that certain parcel of land (being portion of the land(s) described in and covered by Royal Patent Number 4483, Land Commission Award Number 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu) situate, lying and being on the north corner of the intersection of Ala Moana Boulevard and Cooke Street, at Kaakaukui, Kakaako, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 1-A, same being a portion of LOT 1, BLOCK 14, of the "KAAKAUKUKUI TRACT", and thus bounded and described:

Beginning at an existing concrete nail in concrete pavement at the south corner of this parcel of land and on the north corner of the intersection of Ala Moana Boulevard and Cooke Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,622.37 feet south and 3,982.75 feet west, thence running by azimuths measured clockwise from true South:

1. 138° 38' 142.07 feet along the northeasterly side of Ala Moana Boulevard to a 3/4" pipe;
2. 230° 30' 109.63 feet along the southeasterly side of Lana Lane to an existing spike;
3. 320° 30' 142.00 feet along the remainder of Royal Patent 4483, Land Commission Award 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu to an existing spike;
4. 50° 30' 105.00 feet along the northwesterly side of Cooke Street to the point of beginning and containing an area of 15,239 square feet, more or less.

Excepting and reserving therefrom, all that portion thereof conveyed to the HAWAII COMMUNITY DEVELOPMENT AUTHORITY, STATE OF HAWAII, by DEED dated October 6, 1988, recorded in Liber 22834 at Page 25, more particularly described as follows:

KAKAAKO COMMUNITY DEVELOPMENT DISTRICT
IMPROVEMENT DISTRICT 2

PARCEL 9
BISHOP ESTATE – OWNER

LAND SITUATED ON THE SOUTHEAST SIDE OF COOKE STREET
AND NORTHEAST OF ALA MOANA BOULEVARD

AT KAAKAUKUKUI, KAKAAKO, HONOLULU, OAHU, HAWAII

BEING A PORTION OF ROYAL PATENT 4483, LAND COMMISSION AWARD 7712,
APANA 6, NO. 1 TO M. KEKUANAOKA FOR V. KAMAMALU
AND ALSO BEING PORTION OF LOT 1A, BLOCK 14, KAKAAKO SUBDIVISION
(AS SHOWN ON PARCEL MAP 4)

Beginning at the north corner of this parcel of land, on the boundary of Lot 18, Block 14 of the Kakaako Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,553.68 feet south and 6,903.10 feet west, and running by azimuths measured clockwise from true South:

1. 320° 30' 1.00 feet along Lot 1B;
2. 50° 30' 105.00 feet along the northwest side of Cooke Street to Ala Moana Boulevard;
3. 138° 38' 20.36 feet along the northeast side of Ala Moana Boulevard;

EXHIBIT "A"
(Page 2)

4. Thence along the remainder of Lot 1A, Block 14 of the Kakaako Subdivision, on a curve to the left with a radius of 20.00 feet, the chord azimuth and distance being:
274° 34' 27.02 feet;
5. 230° 30' 85.67 feet along the remainder of Lot 1A, Block 14 of the Kakaako Subdivision, to the point of beginning and containing an area of 185 square feet, more or less

Said parcel(s) of land having been acquired by the TRUSTEES UNDER THE WILL AND OF THE ESTATE OF BERNICE PAUAHI BISHOP, DECEASED, by testate succession had in the matter of the estate of BERNICE PAUAHI BISHOP, deceased, in Probate Number 2425, Circuit Court of the First Circuit, State of Hawaii.

-PARCEL II:-

All of that certain parcel of land (being portion of the land(s) described in and covered by Royal Patent Number 4483, Land Commission Award Number 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu) situate, lying and being between Cooke Street and Lana Lane, at Kaakaukui, Kakaako, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 1-B, same being a portion of LOT 1, BLOCK 14, of the "KAAKAUKUKUI TRACT", and thus bounded and described:

Beginning at an existing spike at the south corner of this parcel of land and on the northwesterly side of Cooke Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,555.58 feet south and 3,901.73 feet west, thence running by azimuths measured clockwise from true South:

1. 140° 30' 142.00 feet along the remainder of Royal patent 4483, Land Commission Award 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu to an existing spike;
2. 230° 30' 60.67 feet along the southeasterly side of Lana Lane to an existing spike;
3. 320° 30' 142.00 feet along the remainder of Royal Patent 4483, Land Commission Award 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu to a 1/2" pipe;
4. 50° 30' 60.67 feet along the northwesterly side of Cooke Street to the point of beginning and containing an area of 8,615 square feet, more or less.

Excepting and reserving therefrom, all that portion thereof conveyed to the HAWAII COMMUNITY DEVELOPMENT AUTHORITY, STATE OF HAWAII, by DEED dated October 6, 1988, recorded in Liber 22834 at Page 60, more particularly described as follows:

**KAKAAKO COMMUNITY DEVELOPMENT DISTRICT
IMPROVEMENT DISTRICT 2**

**PARCEL 10
BISHOP ESTATE - OWNER**

**LAND SITUATED ON THE NORTHWEST SIDE OF COOKE STREET
AND 140 FEET NORTHEAST OF ALA MOANA BOULEVARD
AT KAAKAUKUKUI, KAKAAKO, HONOLULU, OAHU, HAWAII**

**BEING A PORTION OF ROYAL PATENT 4483, LAND COMMISSION AWARD 7712,
APANA 6, NO. 1 TO M. KEKUANAOKA FOR V. KAMAMALU
AND ALSO BEING PORTION OF LOT 1B, BLOCK 14, KAKAAKO SUBDIVISION
(AS SHOWN ON PARCEL MAP 4)**

**EXHIBIT "A"
(Page 3)**

Beginning at the west corner of this parcel of land, on the boundary of Lot 1A, Block 14, of the Kakaako Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,553.68 feet south and 6,903.10 feet west, and running by azimuths measured clockwise from true South:

1. 230° 30' 60.67 feet along remainder of Lot 1B, Block 14 of the Kakaako Subdivision;
2. 320° 30' 1.00 feet along Lot 1C, Block 14 of the Kakaako Subdivision, to Cooke Street;
3. 50° 30' 60.67 feet along the northwest side of Cooke Street;
4. 140° 30' 1.00 feet along Lot 1A, Block 14 of the Kakaako Subdivision, to the point of beginning and containing an area of 61 square feet, more or less.

Said parcel(s) of land having been acquired by the TRUSTEES UNDER THE WILL AND OF THE ESTATE OF BERNICE PAUAHI BISHOP, DECEASED, by testate succession had in the matter of the estate of BERNICE PAUAHI BISHOP, deceased, in Probate Number 2425, Circuit Court of the First Circuit, State of Hawaii.

-PARCEL III:-

All of that certain parcel of land (being portion of the land(s) described in and covered by Royal Patent Number 4483, Land Commission Award Number 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu) situate, lying and being between Cooke Street and Lana Lane, at Kaakaukui, Kakaako, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 1-C, same being a portion of LOT 1, BLOCK 14, of the "KAAKAUKUKUI TRACT", and thus bounded and described:

Beginning at a 1/2" pipe at the south corner of this parcel of land and on the northwesterly side of Cooke Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,516.99 feet south and 3,854.92 feet west, thence running by azimuths measured clockwise from true South:

1. 140° 30' 142.00 feet along the remainder of Royal Patent 4483, Land Commission Award 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu to an existing spike;
2. 230° 30' 51.53 feet along the southeasterly side of Lana Lane to a spike;
3. 320° 30' 142.00 feet along the remainder of Royal Patent 4483, Land Commission Award 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu to a 1/2" pipe;
4. 50° 30' 51.33 feet along the northwesterly side of Cooke Street to the point of beginning and containing an area of 7,289 square feet, more or less.

Excepting and reserving therefrom, all that portion thereof conveyed to the HAWAII COMMUNITY DEVELOPMENT AUTHORITY, STATE OF HAWAII, by DEED dated October 6, 1988, recorded in Liber 22834 at Page 44, more particularly described as follows:

**KAKAAKO COMMUNITY DEVELOPMENT DISTRICT
IMPROVEMENT DISTRICT 2**

**PARCEL 11
BISHOP ESTATE - OWNER**

**LAND SITUATED ON THE NORTHWEST SIDE OF COOKE STREET
AND 200 FEET NORTHEAST OF ALA MOANA BOULEVARD**

**EXHIBIT "A"
(Page 4)**

AT KAKAUKUKUI, KAKAAKO, HONOLULU, OAHU, HAWAII

BEING A PORTION OF ROYAL PATENT 4483, LAND COMMISSION AWARD 7712,
APANA 6, NO. 1 TO M. KEKUANAOA FOR V. KAMAMALU
AND ALSO BEING PORTION OF LOT 1C, BLOCK 14, KAKAAKO SUBDIVISION
(AS SHOWN ON PARCEL MAP 4)

Beginning at the north corner of this parcel of land, on the boundary of Lot 1D, Block 14 of the Kakaako Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,482.44 feet south and 3,816.67 feet west, and running by azimuths measured clockwise from true South:

1. 320° 30' 1.00 feet along Lot 1D, Block 14 of the Kakaako Subdivision to Cooke Street;
2. 50° 30' 51.33 feet along the northwest side of Cooke Street;
3. 140° 30' 1.00 feet along Lot 1B, Block 14 of the Kakaako Subdivision;
4. 230° 30' 51.33 feet along the remainder Lot 1C, Block 14 of the Kakaako Subdivision, to the point of beginning and containing an area of 51 square feet, more or less

Said parcel(s) of land having been acquired by the TRUSTEES UNDER THE WILL AND OF THE ESTATE OF BERNICE PAUHAHI BISHOP, DECEASED, by testate succession had in the matter of the estate of BERNICE PAUHAHI BISHOP, deceased, in Probate Number 2425, Circuit Court of the First Circuit, State of Hawaii.

-PARCEL IV:-

All of that certain parcel of land (being portion of the land(s) described in and covered by Royal Patent Number 4483, Land Commission Award Number 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu) situate, lying and being between Cooke Street and Lana Lane, at Kaakaukui, Kakaako, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 1-D, same being a portion of LOT 1, BLOCK 14, of the "KAKAUKUKUI TRACT", and thus bounded and described:

Beginning at a 1/2" pipe at the south corner of this parcel of land and on the northwesterly side of Cooke Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,484.34 feet south and 3,815.31 feet west, thence running by azimuths measured clockwise from true South:

1. 140° 30' 142.00 feet along the remainder of Royal Patent 4483, Land Commission Award 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu to a spike;
2. 230° 30' 70.00 feet along the southeasterly side of Lana Lane to an existing spike;
3. 320° 30' 142.00 feet along the remainder of Royal Patent 4483, Land Commission Award 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu to a 3/4" pipe;
4. 50° 30' 70.00 feet along the northwesterly side of Cooke Street to the point of beginning and containing an area of 9,940 square feet, more or less.

Excepting and reserving therefrom, all that portion thereof conveyed to the HAWAII COMMUNITY DEVELOPMENT AUTHORITY, STATE OF HAWAII, by DEED dated October 6, 1988, recorded in Liber 22834 at Page 49, more particularly described as follows:

KAKAAKO COMMUNITY DEVELOPMENT DISTRICT
IMPROVEMENT DISTRICT 2

EXHIBIT "A"
(Page 5)

PARCEL 12
BISHOP ESTATE - OWNER

LAND SITUATED ON THE NORTHWEST SIDE OF COOKE STREET
AND 260 FEET NORTHEAST OF ALA MOANA BOULEVARD

AT KAAKAUKUKUI, KAKAAKO, HONOLULU, OAHU, HAWAII

BEING A PORTION OF ROYAL PATENT 4483, LAND COMMISSION AWARD 7712,
APANA 6, NO. 1 TO M. KEKUANAOA FOR V. KAMAMALU
AND ALSO BEING PORTION OF LOT 1D, BLOCK 14, KAKAAKO SUBDIVISION
(AS SHOWN ON PARCEL MAP 4)

Beginning at the west corner of this parcel of land, on the boundary of Lot 1C, Block 14 of the Kakaako Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,482.44 feet south and 3,816.67 feet west, and running by azimuths measured clockwise from true South:

- | | | | | |
|----|------|-----|-------|---|
| 1. | 230° | 30' | 70.00 | feet along remainder of Lot 1D, Block 14 of the Kakaako Subdivision; |
| 2. | 320° | 30' | 1.00 | feet along Lot 1E, Block 14 of the Kakaako Subdivision to Cooke Street; |
| 3. | 50° | 30' | 70.00 | feet along the northwest side of Cooke Street; |
| 4. | 140° | 30' | 1.00 | feet along Lot 1C, Block 14 of the Kakaako Subdivision, to the point of beginning and containing an area of 70 square feet, more or less. |

Said parcel(s) of land having been acquired by the TRUSTEES UNDER THE WILL AND OF THE ESTATE OF BERNICE PAUHAH BISHOP, DECEASED, by testate succession had in the matter of the estate of BERNICE PAUHAH BISHOP, deceased, in Probate Number 2425, Circuit Court of the First Circuit, State of Hawaii.

-PARCEL V:-

All of that certain parcel of land (being portion of the land(s) described in and covered by Royal Patent Number 4483, Land Commission Award Number 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu) situate, lying and being on the southwesterly side of Auahi Street between Cooke Street and Lana Lane, at Kaakaukukui, Kakaako, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 1-E, same being a portion of LOT 1, BLOCK 14, of the "KAAKAUKUKUI TRACT", and thus bounded and described:

Beginning at an existing 3/4" pipe at the east corner of this parcel of land and on the west corner of the intersection of Cooke Street and Auahi Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,402.54 feet south and 3,716.08 feet west, thence running by azimuths measured clockwise from true South:

- | | | | | |
|----|------|-----|--------|--|
| 1. | 50° | 30' | 58.60 | feet along the northwesterly side of Cooke Street to an existing 3/4" pipe; |
| 2. | 140° | 30' | 142.00 | feet along the remainder of Royal patent 4483, Land Commission Award 7712, Apana 6, No. 1 to M. Kekuanaoa no V. Kamamalu to an existing spike; |
| 3. | 230° | 30' | 58.60 | feet along the southeasterly side of Lana Lane to an existing spike; |
| 4. | 320° | 30' | 142.00 | feet along the southeasterly side of Auahi Street to the point of beginning and containing an area of 8,321 square feet, more or less. |

Thence on a curve to the right with a radius of 20.00 feet along the intersection of Ala Moana and Coral Street, the chord azimuth and distance being:

2. 184° 34' 28.74 feet;
3. 230° 30' 248.62 feet along the southeast side of Coral Street;
4. 320° 04' 142.00 feet along Lot C;
5. 50° 30' 265.72 feet along the northwest side of Lana Lane to the point of beginning and containing an area of 37,892 square feet, more or less.

Said parcel(s) of land having been acquired by the TRUSTEES UNDER THE WILL AND OF THE ESTATE OF BERNICE PAUAHI BISHOP, DECEASED, by testate succession had in the matter of the estate of BERNICE PAUAHI BISHOP, deceased, in Probate Number 2425, Circuit Court of the First Circuit, State of Hawaii.

-PARCEL VII:-

All of that certain parcel of land (being portion of the land(s) described in and covered by Royal Patent Number 4483, Land Commission Award Number 7712, Apana 6, Part 1 to M. Kekuanaoa for V. Kamamalu) situate, lying and being at Kaakaukui, Kakaako, Honolulu, City and county of Honolulu, State of Hawaii, being LOT C, BLOCK 14, of the "KAKAAKO SUBDIVISION", as delineated on Bishop Estate Map 1045A & B filed in the Office of the Lessors and on the sketch attached thereto and made a part thereof, and thus bounded and described:

Beginning at the west corner of this lot and on the southeast side of Coral Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,224.16 feet south and 3,972.29 feet west, and running by azimuths measured clockwise from true South:

1. 230° 30' 86.10 feet along the southeast side of Coral Street;
2. 320° 30' 142.00 feet along the southwest side of Auahi Street;
3. 50° 30' 85.03 feet along the northwest side of Lana Lane;
4. 140° 04' 142.00 feet along Lot D to the point of beginning and containing an area of 12,150 square feet, more or less.

Said parcel(s) of land having been acquired by the TRUSTEES UNDER THE WILL AND OF THE ESTATE OF BERNICE PAUAHI BISHOP, DECEASED, by testate succession had in the matter of the estate of BERNICE PAUAHI BISHOP, deceased, in Probate Number 2425, Circuit Court of the First Circuit, State of Hawaii.

-PARCEL VIII:-

All of the certain parcel of land (being portion of the land described in Royal Patent Number 4483, Land Commission Award Number 7712, Apana 6, No. 1 to M. Kekuanaoa for V. Kananalu) situate at Kakaako, Honolulu, Oahu, being portion of LANA LANE, and hatch marked on Exhibit "I" attached hereto.

SUBJECT, HOWEVER, to the following:

[INSERT]

TOGETHER WITH those appliances and furnishings included with the Unit as described in the Kali'u, Purchase Agreement, as may be amended, executed by and between Grantor and Grantee covering the Unit.

[illegible]

END OF EXHIBIT "A"

EXHIBIT "A"
(Page 9)

(Page 9)