SECTION VI

Form of Limited Warranty Unit Deed, Encumbrances and Reservation of Rights with Power of Attorney for Ālia at 888 Ala Moana

ālia

LAND COURT SYSTEM	REGULAR SYSTEM

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

Tax Map Key Nos. (1) 2-1-056:017 Total Pages: _____
CPR No. _____; Unit No. _____

LIMITED WARRANTY UNIT DEED, ENCUMBRANCES AND RESERVATION OF RIGHTS WITH POWER OF ATTORNEY

ĀLIA AT 888 ALA MOANA

THIS INDENTURE, made this _____ day of _____, 20___, by and between **888 ALIA OWNER, L.P.**, a Delaware limited partnership, whose principal place of business and mailing address is c/o 888 Ālia LLC, 1288 Ala Moana Boulevard, Suite 201, Honolulu, Hawaii 96814 ("Grantor"), and _____ _____, whose address is _____ ("Grantee").

W I T N E S S E T H:

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 ĀLIA AT 888 ALA MOANA condominium project (the "Project"), as established by that certain Declaration of Condominium Property Regime of Ālia at 888 Ala Moana, dated November 15, 2022, recorded at the Bureau of Conveyances of the State of Hawaii ("Bureau") as Document No. A-83600884, as the same may be amended from time to time (the "Declaration"). The Project consists of those certain lands situate at, Kaakaukukui, 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 Ālia at 888 Ala Moana, dated November 15, 2022, recorded at said Bureau as Document No. A-83600886, 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 Ālia at 888 Ala Moana, 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 Project Condominium Map ("Condominium Map"), the House Rules, the Ālia at 888 Ala Moana 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 Ālia at 888 Ala Moana Purchase Agreement, including all supplements, addenda and amendments thereto, covering the Property shall survive the recordation of this Deed.

Grantee further acknowledges and agrees that the Property hereby conveyed is subject to the Planned Development Permit dated September 7, 2022, No. KAK 22-042, 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 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.

Grantee hereby acknowledges and accepts those certain rights set forth in the Declaration and Bylaws 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.

888 ALIA OWNER, L.P.,
a Delaware limited partnership

By: 888 Ālia LLC, a Delaware limited liability company
Its authorized agent

By: _____
Name: _____
Its: _____

"Grantor"

_____
[Individual Grantee]

_____
[Individual Grantee]

_____, _____
[Entity Grantee]

By_____
Name: _____
Title: _____

By_____
Name: _____
Title: _____

"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 AND RESERVATION OF RIGHTS WITH POWER OF ATTORNEY
ĀLIA AT 888 ALA MOANA
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

_____ (Official Stamp or Seal)
Printed Name of Notary

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 "ĀLIA AT 888 ALA MOANA" (the "Project"), as shown on Condominium Map No. 6437, 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 Ālia at 888 Ala Moana dated November 15, 2022, recorded at said Bureau as Document No. A-83600884, 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) and one (1) assigned mailbox, as set forth in the Declaration.

(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 Ālia at 888 Ala Moana, 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; (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; and (iv) easements through certain exterior Common Elements for purposes set forth in the Master Charter.

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

ITEM I:

All of that certain parcel of land (being portion(s) 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 at Kaakaukukui, Kakaako, Honolulu, City and County of Honolulu, State of Hawaii, being Lot 5, Block 19, of the "KAKAAKO SUBDIVISION" and thus bounded and described:

Beginning at the south corner of this lot, the same being the west corner of Lot 6, Block 19, and on the northerly side of Ala Moana, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,975.83 feet south and 3,413.32 feet west, and running thence by azimuths measured clockwise from true South:

1.	116°	24'	250.00	feet along the northerly side of Ala Moana;
2.	216°	09'	304.40	feet along the southwest side of Koula Street;
3.	296°	24'	124.04	feet along the southerly side of Auahi Street;
4.	26°	24'	150.00	feet along Lot 2-A;
5.	296°	24'	74.42	feet along Lots 2-A and 2-B;
6.	26°	24'	150.00	feet along Lot 6 to the point of beginning and containing an area of 56,106 square feet, more or less.

ITEM II:

All of that certain parcel of land (being portion(s) 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 and portion(s) of Royal Patent Number 1944 to E. W. Clarke, Land Commission Award Number 387 to the American Board of Commissioners for Foreign Missions) situate, lying and being at Kaakaukukui, Kakaako, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 6-C, Block 19, of the "KAKAAKO SUBDIVISION", No. 1045 A & B and thus bounded and described:

Beginning at a pipe at the southwest corner of this lot, the south corner of Lot 5 and on the northerly side of Ala Moana, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 6,098.63 feet south and 3,165.93 feet west, and running thence by azimuths measured clockwise from true South:

1.	206°	24'	150.00	feet along Lot 5 to a pipe;
2.	296°	24'	276.19	feet along Lots 2-B and 2-C to a pipe;
3.	26°	24'	150.00	feet along Land Court Application 670 to a pipe;
4.	116°	24'	276.19	feet along the northeast side of Ala Moana to the point of beginning, containing an area of 41,428 square feet, more or less.

ITEM III:

All of that certain parcel of land (being portion(s) 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 and portion(s) of Royal Patent Number 1944 to E. W. Clarke, Land Commission Award Number 387 to the American Board of Commissioners for Foreign Missions) situate, lying and being at Kaakaukukui, Kakaako, Honolulu, City and County of Honolulu, State of Hawaii, being LOT 2-D, Block 19, of the "KAKAAKO SUBDIVISION", as Delineated on Bishop Estate Map No. 1045 A, & B and thus bounded and described:

Beginning at a pipe at the east corner of this lot, the north corner of Lot 416, Land Court Application 670 and on the southwesterly side of Auahi Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 5,829.66 feet south and 3,032.56 feet west and running thence by azimuths measured clockwise from true South:

1.	26°	24'	150.00	feet along Lot 416 of Land Court Application 670 to a pipe;
2.	116°	24'	350.61	feet along Lot 6-C and Lot 5 to a pipe, passing over a pipe at 276.19 feet;
3.	206°	24'	150.00	feet along Lot 5 to a pipe;
4.	296°	24'	350.61	feet along the southwest side of Auahi Street to the point of beginning, containing an area of 52,592 square feet, more or less.

BEING THE PREMISES ACQUIRED BY LIMITED WARRANTY DEED WITH RESERVATIONS AND COVENANTS

GRANTOR : ROBERT K.W.H. NOBRIGA, ELLIOT K. MILLS, CRYSTAL KAUILANI ROSE, JENNIFER NOELANI GOODYEAR- KAʻŌPUA and MICHELLE M. KAUHANE, Trustees under the Will and of the Estate of Bernice Pauahi Bishop, deceased, with full powers to sell, mortgage, lease or otherwise deal with the land, as Fee Owner

GRANTEE : 888 ALIA OWNER, L.P., a Delaware limited partnership

DATED : _____

RECORDED : Document No. A-_____.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.

2. The terms and provisions contained in unrecorded FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER FOR A MASTER PLAN PERMIT ("Order") adopted September 2, 2009 by the Kaka`ako members of HAWAII COMMUNITY DEVELOPMENT AUTHORITY, State of Hawaii.

   A MEMORANDUM OF MASTER PLAN PERMIT FOR THE KAIAULU `O KAKA`AKO MASTER PLAN by and between the TRUSTEES OF THE ESTATE OF BERNICE PAUAHI BISHOP, "KS", and HAWAII COMMUNITY DEVELOPMENT AUTHORITY, State of Hawaii, "HCDA", is dated October 27, 2009, recorded as Document No. 2010-012595; re: development of certain KS lands in Kakaako, for a term of fifteen years from September 2, 2009, through and including September 1, 2024.

   MEMORANDUM OF DECISION AND ORDER RE: MASTER PLAN PERMIT, FILE NO. PL MASP 13.2.8 dated October 15, 2021, recorded as Document No. A-79630719.

3. The terms and provisions contained in unrecorded MASTER PLAN DEVELOPMENT AGREEMENT dated October 6, 2009, executed pursuant to said Order adopted September 2, 2009.

   A MEMORANDUM OF MASTER PLAN DEVELOPMENT AGREEMENT FOR THE KAIAULU `O KAKA`AKO MASTER PLAN by and between the TRUSTEES OF THE ESTATE OF BERNICE PAUAHI BISHOP, "KS", and HAWAII COMMUNITY DEVELOPMENT AUTHORITY, State of Hawaii, "HCDA", is dated October 27, 2009, recorded as Document No. 2010-012596.

4. The terms and provisions contained in the following:

   INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME OF ĀLIA AT 888 ALA MOANA

DATED : November 15, 2022

RECORDED : Document No. A-83600884

Map : 6437 and any amendment thereto

Joinder given by the Trustees of the Estate of Bernice Pauahi Bishop by instrument dated November 15, 2022, recorded as Document No. A-83600885.

ASSIGNMENT OF DEVELOPER'S RESERVED RIGHTS dated May 23, 2024 and recorded as Document No. A-89420318 in favor of 888 ALIA OWNER, L.P., a Delaware limited partnership.

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM PROPERTY REGIME OF ĀLIA AT 888 ALA MOANA AND AMENDED AND RESTATED CONDOMINIUM MAP dated May 23, 2024, and recorded as Document No. A-89420319.

5. The terms and provisions contained in the following:

INSTRUMENT : BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF ĀLIA AT 888 ALA MOANA

DATED : November 15, 2022

RECORDED : Document No. A-83600886

Consent given by the Trustees of the Estate of Bernice Pauahi Bishop by instrument dated November 15, 2022, recorded as Document No. A-83600887.

FIRST AMENDMENT TO BYLAWS OF THE ASSOCIATION OF UNIT OWNERS OF ĀLIA AT 888 ALA MOANA dated May 23, 2024, and recorded as Document No. A-89420320.

6. Historic properties finding mentioned in the DECLARATION OF CONDOMINIUM PROPERTY REGIME OF ĀLIA AT 888 ALA MOANA, dated November 15, 2022, recorded as Document No. A-83600884.

7. The terms and provisions contained in unrecorded FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER FOR A PLANNED DEVELOPMENT PERMIT adopted on September 7, 2022 by the Kaka`ako members of the HAWAII COMMUNITY DEVELOPMENT AUTHORITY, State of Hawaii.

A MEMORANDUM OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION AND ORDER by KOBAYASHI GROUP LLC, a Hawaii limited liability company, is dated August 15, 2023 and recorded as Document No. A-86270583.

AMENDMENT TO MEMORANDUM OF FINDINGS OF FACT, CONCLUSIONS OF LAW AND DECISION AND ORDER by Kobayashi Group LLC, a Hawaii limited liability company, dated May 23, 2024, recorded as Document No. A-89420317.

8. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF COVENANTS RUNNING WITH THE LAND (Land Block I) by the Trustees of the Estate of Bernice Pauahi Bishop

DATED : _____

RECORDED : Document No. A-_____

9. The terms and provisions contained in the following:

INSTRUMENT : COMMUNITY CHARTER FOR Kaiāulu ‘O Kaka‘ako dated September 16, 2014, recorded in the Bureau as Document No. A-53740943, as amended (the "Covenants"), as supplemented by Supplement to Community Charter for Kaiāulu ‘O Kaka‘ako (Land Block I) dated _____, recorded as Document No. A-_____.

DATED : _____

RECORDED : Document No. A-_____

10. Unrecorded Articles of Incorporation of the Kaiāulu ‘O Kaka‘ako Owners Association, Inc.

11. By-laws of the Kaiāulu ‘O Kaka‘ako Owners Association, Inc., attached to and recorded with the Covenants.

12. The Rules of Kaiāulu ‘O Kaka‘ako Owners Association, Inc., attached to and recorded with the Covenants.

13. Unrecorded Kaiāulu ‘O Kaka‘ako Architectural Guidelines, revised March 7, 2011.

14. Unrecorded Kaiāulu ‘O Kaka‘ako Master Plan: Civic Space Design, Design Guidelines for Open Spaces.

15. The terms, provisions, reservations and covenants contained in the following:

INSTRUMENT : LIMITED WARRANTY DEED WITH RESERVATIONS AND COVENANTS

DATED _____

RECORDED : Document No. A-_____

16. The terms and provisions contained in the following:

INSTRUMENT : JOINT DEVELOPMENT AGREEMENT

DATED : _____

RECORDED : Document No. A-_____

TOGETHER WITH those appliances and furnishings included with the Unit as described in the Ālia at 888 Ala Moana Purchase Agreement covering the Unit, as may be amended, and executed by and between (a) Grantee and Grantor, or (b) Grantee and 888 Ālia LLC, and assigned to Grantor.

END OF EXHIBIT "A"