

R-117

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

OCT 08, 1992 08:01 AM

Doc No(s) 92-163157

/s/ S. FURUKAWA
REGISTRAR OF CONVEYANCES

CONVEYANCE TAX: \$0.00

SECTION
ATTACHED

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail () Pickup () To:
Security Title Corporation
P. O. Box 1878
Honolulu, Hawaii 96805
(Case & Lynch - Kauai/CMC)

(W. 219)

1460B

QUITCLAIM DEED OF GIFT

KNOW ALL MEN BY THESE PRESENTS:

THE LIHUE PLANTATION COMPANY, LIMITED, a Hawaii corporation, whose principal place of business is Lihue, Kauai, Hawaii, and whose post office address is P. O. Box 751, Lihue, Kauai, Hawaii, hereinafter called the "Grantor", in consideration of the sum of One Dollar (\$1.00) and other good consideration, to the Grantor paid by ISLAND SCHOOL, a Hawaii non-profit corporation, whose principal place of business and post office address is 3-1875 Kaunualii Highway, Lihue, Kauai, Hawaii 96766-9597, hereinafter referred to as "Grantee", the receipt of which is acknowledged, does hereby grant and convey unto the Grantee, as a tenant in severalty, its successors and assigns, the property described in Exhibit "A" attached hereto and incorporated herein by reference (the "property");

TOGETHER WITH the reversions, remainders, rents, issues, and profits thereof, and all of the estate, right, title, and interest of the Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same together with all buildings, improvements, tenements, rights, easements,

SECURITY TITLE CORPORATION HAS RECORDED THIS INSTRUMENT AS AN
ACCOMMODATION ONLY AND NO GUARANTEE HAS BEEN MADE AS TO
ITS EXECUTION AND EFFECT ON TITLE.

EXHIBIT "4"

privileges, and appurtenances thereon or thereunto belonging or appertaining or held and enjoyed therewith, unto Grantee, absolutely and in fee simple, as to said real property, and absolutely and forever, as to any said personal property, subject, however, to the following covenants and/or restrictions which shall be perpetual and run with title to the land:

1. Use of Site. Grantee's use of the property shall be limited to the construction, improvement, maintenance, and operation of an educational institution. Housing shall not be permitted on the property; provided, however, that one single family housing unit may be maintained on the property for security reasons. Grantee shall continuously maintain adequate fencing and use best efforts to prevent students and guests from entering adjacent lands belonging to or controlled by Grantor. If Grantee or a duly constituted and approved successor organization no longer continues to operate a school on the property for a continuous period of two (2) years, the entire property conveyed shall be reconveyed to another organization whose use of the property is consistent with the purpose of this Gift or another organization qualified for income tax exemption under Section 501(c)(3) or Section 501(c)(19) of the U.S. Internal Revenue Code of 1986, as amended.

2. Design Review. Grantee shall obtain the Grantor's review and approval on the aesthetics of building facilities, landscaping and above ground accessories prior to securing building permits, which approval shall not be unreasonably withheld.

3. Indemnity. Grantee shall indemnify, defend and hold harmless the Grantor; Amfac/JMB Hawaii, Inc.; Amfac, Inc.; Wisconsin & Southern Leasing Co.; Northbrook Corporation, their parents, partners, subsidiaries and affiliates, and any officer, director, representative, agent, employee, or any persons acting on their behalf (hereinafter, "Amfac-Related Party" or "Amfac-Related Parties," as the case may be), from and against any and all claims or demands for loss, liability or damage, including, but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising out of or connected with the Grantee's use or occupancy of the property or other lands controlled or owned by Grantor, Grantee's activities on or about the property or other lands controlled or owned by Grantor, or caused by failure on the part of the Grantee to comply with its obligations set forth herein or to maintain the property in a safe condition and will reimburse the indemnified parties for all costs and expenses,

including reasonable attorneys' fees, incurred in connection with the defense of such claims.

4. Condition of Premises. It is understood that Grantee has inspected the property or facilities and knows the conditions thereof and fully assumes all risks incident to its use. Grantee understands and agrees that Grantor is engaged in the operation of a sugar plantation and may, in the future, be involved in alternate energy projects, other agricultural activities or property development, within the areas adjacent to and surrounding the property and that the operations of burning sugar cane, milling and other activities incident to a sugar plantation, alternate energy projects, or other agricultural or development activities may result in the creation of smoke or soot or other nuisances and that Grantor's operations involve the discharge, emission, diffusion and infliction of noise, smoke, soot, dust, lights, noxious vapors, odors and other conditions of every description arising from activities related and incidental to the operation of a sugar plantation, alternate energy projects or other agricultural or development activities. Grantee hereby expressly agrees that it shall not hold or attempt to hold Grantor or any Amfac-Related Party, or their respective successors and assigns, responsible for the creation of such nuisances, arising out of or in connection with such lawful operations and activities and agrees to indemnify and hold Grantor, and each Amfac-Related Party and their respective successors and assigns, harmless from any liability or expenses, including attorneys' fees, resulting from claims, demands or actions by Grantee, its employees, agents, guests, invitees or other persons using or occupying the property with its authority, arising from such nuisance.

5. Condemnation. If the property or any portion thereof is taken or condemned by any duly constituted authority, all compensation and damages payable on account of such taking or condemnation must be used for the educational purposes for which Grantee was formed, including the acquisition of a new school site.

6. Reservation of Water Rights. Grantor, for itself, its successors and assigns forever, reserves all waters and water rights of every nature on, under or otherwise appurtenant or belonging to the property.

7. Nature of Conveyance. This conveyance and the covenants of the Grantor shall be jointly and severally binding upon the person or persons identified above as "Grantor", and

the Grantor's successors and assigns, and shall run in favor of and inure to the benefit of the person or persons identified above as "Grantee", and the Grantee's successors and assigns. The use herein of the singular in reference to a party shall include the plural and the use of a pronoun of any gender shall include all genders. The term "person" shall include an individual, partnership, association or corporation, as the context may require.

IN WITNESS WHEREOF, the Grantor and Grantee have duly executed this instrument this 26th day of August, 1992.

THE LIHUE PLANTATION COMPANY,
LIMITED, a Hawaii corporation

By Wesley W. Furbush
Its Vice President

By TEJ

By _____
Its _____

Grantor

ISLAND SCHOOL, a Hawaii
non-profit corporation

By Wm. J. Kama
Its President

By R. P. E.
Its Vice President

Grantee

EXHIBIT "A"

LOT 1-A

LAND SITUATED AT LIHUE, PUNA, KAUAI, HAWAII

Being a Portion of Land Commission Award 7713,
Apana 2, Part 2 to V. Kamamalu

Being Also a Portion of Grant 188, Apana 1 to W. L. Lee

Beginning at the Southwest corner of this parcel of land and on the Northeasterly boundary of Lot 445-A-1 of Ld. Ct. App. 1087, the coordinates referred to Government Survey Triangulation Station "KILOHANA" being 8,071.46 feet South and 10,640.90 feet East, thence running by azimuths measured clockwise from true South:

1. 149° 00' 735.97 feet along Lots 445-A-1 and 706 of Ld. Ct. App. 1087;
2. 275° 28' 735.97 feet along the remainder of L.C. Aw. 7713, Ap. 2, Part 2 to V. Kamamalu (remainder of Grant 188, Ap. 1 to W. L. Lee);
3. 329° 00' 735.97 feet along the remainder of L.C. Aw. 7713, Ap. 2, Part 2 to V. Kamamalu (remainder of Grant 188, Ap. 1 to W. L. Lee);
4. 95° 28' 735.97 feet along Lot 445-A-1 of Ld. Ct. App. 1087 to the point of beginning and containing an area of 10.000 acres.

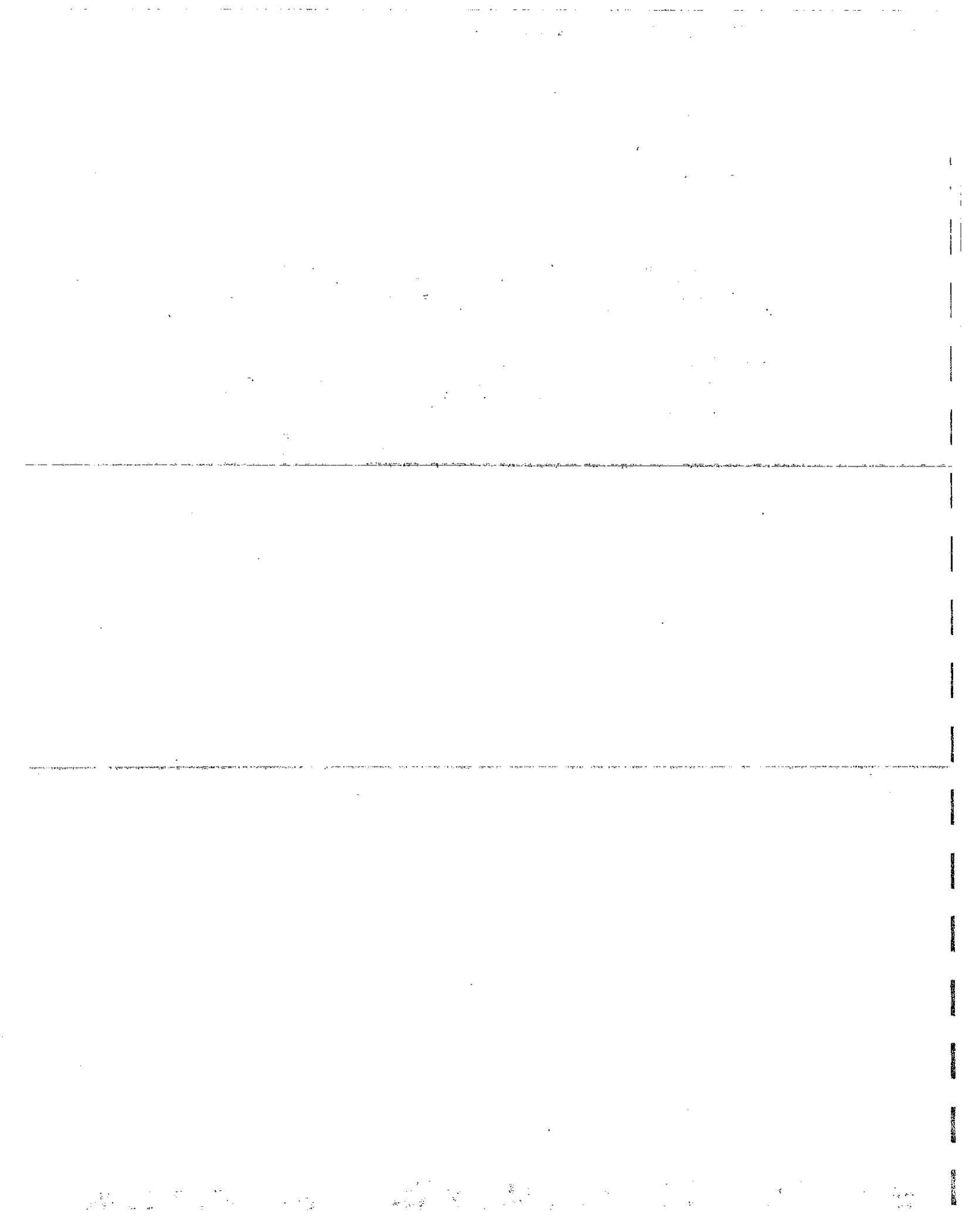
TOGETHER WITH that certain Easement B (44-feet wide) for access and utility purposes, situated at Nawiliwili, Lihue, Kauai, Hawaii, more particularly described as follows:

Being a Portion of Grant 188, Apana 1 to W. L. Lee.
Being also a Portion of L.C. Award 7713 Apana 2, Part 2 to V. Kamamalu.

Beginning at the east corner of this parcel of land on the north side of Kaunualii Highway. Thence running along the north side of Grant 529, the remainder of L.C. Aw. 7713:2, Part 2, and Lot 445-A-1 of Land Court Application 1087 to the east corner of Lot 1-A.

SUBJECT, HOWEVER, to that certain Access Agreement, dated December 10, 1991, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 92-014622, by and between The Lihue Plantation Company, Limited, a Hawaii corporation, and Island School, a Hawaii non-profit corporation.

SUBJECT, FURTHER, HOWEVER, to all items of public record, including without limitation existing easements, restrictions, or encumbrances of public record.



R-493

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

APR 09, 1999 08:01 AM

Doc No(s) 99-054724

/s/ CARL T. WATANABE
ACTING
REGISTRAR OF CONVEYANCES

CONVEYANCE TAX: \$200.00

Return by Mail Pickup

MR SCOTT D RADOVICH
CASE BIGELOW & LOMBARDI
737 BISHOP ST
STE 2600 MAUKA TWR
HONOLULU, HI 96813

TG: 382802-A
TGE: 98-101-0958
ANN OGLNO

Total Pages: 13

Tax Map Key No.: (4) 3-8-02:2 (portion)

**DEED
AND
RESERVATION OF RIGHTS AND EASEMENTS**

THIS DEED AND RESERVATION OF RIGHTS AND EASEMENTS (this "Deed") is made as of APR 09 1999, 1999, by and between **THE LIHUE PLANTATION COMPANY, LIMITED**, a Hawaii corporation (the "Grantor"), the address of which is c/o Amfac Land Company, Limited, 700 Bishop Street, Suite 501, Honolulu, Hawaii 96813, and **ISLAND SCHOOL**, a Hawaii non-profit corporation (the "Grantee"), the address of which is 3-1875 Kaunualii Highway, Lihue, Kauai, Hawaii 96766.

WITNESSETH:

That for Ten Dollars and other valuable consideration paid by the Grantee to the Grantor, the receipt of which is hereby acknowledged, and pursuant to that certain unrecorded Property Purchase Agreement dated as of April 7, 1998, as amended by Amendment to Property Purchase Agreement dated December 10, 1998, and by Second Amendment to Property Purchase Agreement dated January 12, 1999 (collectively, the "Purchase Agreement"), by and between the Grantor, as seller, and the Grantee, as purchaser, the Grantor does hereby grant and convey unto the Grantee that certain real property (the "Property") described in Exhibit "A" attached hereto, which Exhibit "A" is incorporated into this Deed by reference;

AND the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto.

99-0322

20781\49\159990.3

TO HAVE AND TO HOLD the same, together with all rights, easements, rights of way, privileges, appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, and all other rights and benefits running with the Property, unto the Grantee forever.

SUBJECT, HOWEVER, to: (i) existing county, state and federal laws, rules and regulations, including zoning ordinances and other land use regulations and restrictions applicable to the Property; (ii) claims, if any, to the Property arising out of rights customarily and traditionally exercised for subsistence, cultural, religious, access or gathering purposes, and such claims or rights, including access, use and/or occupancy rights, as may be attendant or ancillary to kuleana claims on or affecting the Property; (iii) encroachments, easements and other rights or facts which may or would be disclosed by a correct boundary and improvement survey or archaeological study of the Property, including, without limitation, trails, rights of way, historic property, burial sites and other items of historical, archaeological or religious significance; (iv) all encumbrances, exceptions, reservations, easements and other items set forth in this Deed; and (v) such encumbrances, exceptions and other items as may affect the Property as a result of Consolidation of Lot 1-A and Lot 1-B into Lot 1-A-1, as shown on map dated December 30, 1998, prepared by Dennis M. Esaki, Licensed Professional Land Surveyor.

EXCEPTING AND RESERVING UNTO THE GRANTOR, its successors and assigns, all water and water rights of every nature on, under or otherwise appurtenant, belonging or relating to the Property.

FURTHER SUBJECT TO the covenants, acknowledgments and agreements of the Grantee, and the rights of the Grantor, as follows:

1. The Grantee's use of the Property shall be limited to the construction, improvement, maintenance, and operation of an educational institution, in conjunction with the Grantee's ownership and use of certain property adjacent to the Property identified as Tax Map Key o. (4) 3-8-2:16 and being described in Exhibit "B" attached hereto ("Lot 1-A").

2. The Grantee acknowledges that the Property is located adjacent to and/or in the vicinity of ~~Seller's Cane-Haul Road and the Adjacent Property (as those terms are defined in the Purchase Agreement)~~, both of which have the potential for hazardous conditions relating to the Grantor's continuing agricultural and industrial activities. Immediately upon the date hereof (and prior to the Grantee's occupancy of the Property), the Grantee shall install, and at all times thereafter the Grantee shall maintain, at its sole responsibility and expense, both of the following: (a) a continuous fence or wall, no less than six feet high from grade and of new chain link or better quality, on the Property along the full length of the common boundary of the Property and the Adjacent Property; and (b) a planting buffer consisting of a hedge or similar windbreak at least twenty feet high from grade, on the Property along the full length of the northern boundary of the Property, intended and designed to create a substantial and continuous barrier between the Property and Seller's Cane-Haul Road. The Grantee shall further take such other actions, which may include the posting of signs and the imposition of sanctions, as may be necessary or prudent to discourage and prevent the Grantee's students from entering upon the Adjacent Property.

3. Immediately upon the date hereof (and prior to the Grantee's occupancy of the Property), the Grantee shall install, at its responsibility and expense but subject to the Grantor's prior

written approval of the location, design and specifications thereof, an automatic sprinkler system on the Adjacent Property intended and designed for dust control for such portions of Seller's Cane-Haul Road as are located along or in the vicinity of the northern boundary of the Property, which system may include, subject to the Grantor's written approval of location, design and effect thereof, necessary and appropriate drainage diversion improvements. Such sprinkler system ("Cane-Haul Road Sprinklers") shall tie into the Grantee's sprinkler system(s) or other water line(s) servicing the Property and/or the Grantee's other lands adjacent to the Property; provided, however, that the Cane-Haul Road Sprinklers shall be on a separate valve and the timer(s) therefor shall be under the exclusive control of the Grantor; and provided further that the Grantee may withdraw water from the Grantor's reservoir on the Adjacent Property to supply only the Cane-Haul Road Sprinklers, subject to the Grantee's installation and maintenance, at the Grantee's expense, of such pumps and other facilities reasonably required for such purpose, and subject further to the Grantor's periodic confirmation of sufficient excess water availability from the reservoir for such purpose.

4. The Grantee agrees to and shall indemnify, defend and hold harmless the Grantor and Amfac-Related Entities (as that term is defined in the Purchase Agreement) from and against any and all loss, liability, cost, claim, demand, damage, action, cause of action, suit, administrative proceedings and/or penalties resulting from or otherwise directly or indirectly relating to the Grantee's ownership, use, occupancy or development of, or any other act or neglect by the Grantee with respect to, the Property or other property owned or controlled by either the Grantor or the Grantee. Such indemnity shall include and cover, without limitation, claims relating to the presence or existence of hazardous or nuisance conditions on, under, in the vicinity of, or otherwise affecting the Property (or other property owned or controlled by either the Grantor or the Grantee).

5. The Grantee, for itself, any person or entity claiming by or through it and their respective successors and assigns, acknowledges that the Property is located near or adjacent to properties, including the Adjacent Property, owned by the Grantor or in which the Grantor has an interest, which are or may be used for various agricultural, industrial and related or ancillary purposes. As such, it is expected that the Property will periodically be affected by noise, traffic (including heavy equipment), dust, smoke, soot, ash, odor or other adverse conditions of any kind created by or resulting from such agricultural and industrial activities. The Grantee, for itself, any person or entity claiming by or through it and their respective successors and assigns, further acknowledges and agrees that neither the Grantor, Amfac-Related Entities, nor any of their respective successors in title or assigns shall be held liable for any nuisance, personal injury, illness or other loss, damage or claim which is caused by or related to the presence, operation and/or use of the Adjacent Property for agricultural, industrial and related or ancillary purposes.

6. Commencing immediately upon the date hereof, the Grantee shall include in its student admission materials, or in such other medium as may be approved by the Grantor, clear and adequate notice to all students of the Grantee and their parents/legal guardians that the Property is located adjacent to and in the vicinity of Seller's Cane-Haul Road and the Adjacent Property, and of the potential for nuisance and hazardous conditions relating to the Grantor's continuing agricultural and industrial activities, together with instructions that all comments, complaints and other communications relating to Seller's Cane-Haul Road or the Adjacent Property are to be made to the Grantee and not directly to the Grantor. The form and content of the notice shall be subject to the prior review and approval of the Grantor, including further review and approval prior to any change

in the form, content or distribution medium of such notice, and upon any other change in circumstances, at the discretion of the Grantor.

7. Lot 1-A-1, being a consolidation of the Property with Lot 1-A and being described in Exhibit "C" attached hereto, shall not be subdivided without the prior written consent of the Grantor, which consent may be conditioned upon or subject to the Grantor's receipt of adequate confirmation and assurances, satisfactory to the Grantor, that such subdivision shall not detrimentally affect any ability of the Grantor to subdivide, or otherwise use or develop, the Adjacent Property (being the property described in Exhibit "D" attached hereto).

8. The Grantee confirms and agrees that the Grantee has inspected the Property and that the Property is being conveyed to the Grantee in "AS IS" condition, and without any representations or warranties of any kind with respect to the Property, except as expressly provided in this Deed, all as more particularly set forth in Section 8 of the Purchase Agreement.

9. The Grantee confirms and agrees that certain provisions of the Purchase Agreement, including without limitation the provisions specifically referred to in this Deed, shall survive the conveyance of the Property to the Grantee, as provided in the Purchase Agreement. The Grantee hereby specifically covenants and agrees to perform, abide by, and comply with the Grantee's obligations under said surviving provisions of the Purchase Agreement.

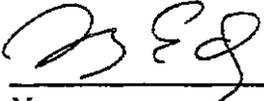
In consideration of the premises, the Grantor does hereby covenant with the Grantee that the Grantor is seised of the Property in fee simple; that the Property is free and clear of and from all liens and encumbrances made or suffered by the Grantor, excepting the lien of real property taxes assessed for the current fiscal year but not yet due, and further excepting any and all exceptions, reservations and encumbrances created by or referred to in this Deed (including the rights and reservations of the Grantor as set forth herein); that the Grantor has good right to sell and convey the Property; and that the Grantor will WARRANT AND DEFEND the same unto the Grantee against the lawful claims and demands of all persons, except as aforesaid.

~~This conveyance and the covenants of the Grantor shall be binding upon the Grantor and the Grantor's successors and assigns, and shall run in favor of and inure to the benefit of the Grantee and the Grantee's successors and assigns. The covenants and agreements of the Grantee and the rights and reservations of the Grantor shall run with the land described in Exhibit "A" attached hereto, shall be binding upon the Grantee and the Grantee's successors and assigns, and shall run in favor of and inure to the benefit of the Grantor and the Grantor's successors and assigns.~~

The parties hereto agree that this Deed may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Deed, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

above. The Grantor and the Grantee have executed this Deed as of the date first referenced

THE LIHUE PLANTATION COMPANY, LIMITED

By 
Name: TAMARA G. EDWARDS
Title: VICE PRESIDENT

Grantor

ISLAND SCHOOL

By _____
Name:
Title:

Grantee

The Grantor and the Grantee have executed this Deed as of the date first referenced above.

THE LIHUE PLANTATION COMPANY, LIMITED

By _____
Name:
Title:

Grantor

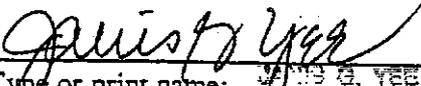
ISLAND SCHOOL

By David W Pratt
Name: David W Pratt
Title: President

Grantee

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On APR 5 1990, before me personally appeared AMARA G. EDWARDS 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 capacities shown, having been duly authorized to execute such instrument in such capacities.


Type or print name: JAMES G. YEE
Notary Public, State of Hawaii

My commission expires: DEC. 29, 2001

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this 7th day of April, 1999, before me appeared DAVID W. PRATT, to me personally known, who, being by me duly sworn, did say that he is the President of ISLAND SCHOOL, a Hawaii non-profit corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors, and the said officer acknowledged said instrument to be the free act and deed of said corporation.

L.S.

Shari E. Ogata
Name of Notary: Shari E. Ogata
Notary Public, State of Hawaii.

My commission expires: 10/05/2000

EXHIBIT "A"

LOT 1-B

LAND SITUATED AT NAWILIWILI, LIHUE, KAUAI, HAWAII

Being a Portion of Grant 188:1

Being Also a Portion of L.C. Award 7713:2, Part 2

Beginning at the northwest corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAUAI NORTH BASE" being 18.89 feet North and 3.57 feet East, thence running by azimuths measured clockwise from true South:

1. 287° 00' 1,966.55 feet along the remainder of L.C. Award 7713:2, Part 2;
2. 20° 00' 198.96 feet along the remainder of L.C. Award 7713:2, Part 2;
3. 38° 00' 212.75 feet along the remainder of L.C. Award 7713:2, Part 2;
4. 64° 00' 151.61 feet along the remainder of L.C. Award 7713:2, Part 2;
5. 82° 00' 209.64 feet along the remainder of L.C. Award 7713:2, Part 2;
6. 50° 00' 106.67 feet along the remainder of L.C. Award 7713:2, Part 2;
7. 149° 00' 434.45 feet along the remainder of L.C. Award 7713:2, Part 2 (Lot 1-A);
8. 95° 28' 735.97 feet along the remainder of L.C. Award 7713:2, Part 2 (Lot 1-A);
9. 149° 00' 624.33 feet along Ld. Ct. App. 1087 (Lot 445-A-1 and Lot 445-A-3);
10. 190° 41' 30" 118.17 feet along Ld. Ct. App. 1087 (Lot 445-A-3) passing over Triangulation Station "KAUAI NORTH BASE" at 98.95 feet to the point of beginning and containing an area of 20.000 acres.

SUBJECT, HOWEVER, to the following:

1. All recorded easements, covenants, conditions, reservations and restrictions affecting the Property.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

3. Applicable County conditions and requirements relating to final subdivision approval, as that term is defined in the Purchase Agreement.

4. Any mechanic's, materialmen's or other liens which may affect the Property relating to or as a result of the Grantee's activities on or relating to the Property pursuant to the Purchase Agreement.

5. The reservations and exceptions created by or referred to in the Deed and Reservation of Rights and Easements to which this exhibit is attached and incorporated.

END OF EXHIBIT "A"

EXHIBIT "B"

LOT 1-A

LAND SITUATED AT LIHUE, PUNA, KAUAI, HAWAII

Being a Portion of Land Commission Award 7713,
Apana 2, Part 2 to V. Kamamalu

Being Also a Portion of Grant 188, Apana 1 to W. L. Lee

Beginning at the Southwest corner of this parcel of land and on the Northeasterly boundary of Lot 445-A-1 of Ld. Ct. App. 1087, the coordinates referred to Government Survey Triangulation Station "KILOHANA" being 8,071.46 feet South and 10,640.90 feet East, thence running by azimuths measured clockwise from true South:

1. 149° 00' 735.97 feet along Lots 445-A-1 and 706 of Ld. Ct. App. 1087;
2. 275° 28' 735.97 feet along the remainder of L.C. Aw. 7713, Ap. 2, Part 2 to V. Kamamalu (remainder of Grant 188, Ap. 1 to W. L. Lee);
3. 329° 00' 735.97 feet along the remainder of L.C. Aw. 7713, Ap. 2, Part 2 to V. Kamamalu (remainder of Grant 188, Ap. 1 to W. L. Lee);
4. 95° 28' 735.97 feet along Lot 445-A-1 of Ld. Ct. App. 1087 to the point of beginning and containing an area of 10.000 acres.

EXHIBIT "C"

LOT 1-A-1

LAND SITUATED AT NAWILIWILI, LIHUE, KAUAI, HAWAII

Being a Portion of Grant 188:1
Being also a Portion of L.C. Award 7713:2, Part 2

Beginning at the northwest corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAUAI NORTH BASE" being 18.89 feet North and 3.57 feet East, thence running by azimuths measured clockwise from true South:

1. 287° 00' 1966.55 feet along the remainder of L.C. Award 7713:2, Part 2;

2. 20° 00' 198.96 feet along the remainder of L.C. Award 7713:2, Part 2;
3. 38° 00' 212.75 feet along the remainder of L.C. Award 7713:2, Part 2;
4. 64° 00' 151.61 feet along the remainder of L.C. Award 7713:2, Part 2;
5. 82° 00' 209.64 feet along the remainder of L.C. Award 7713:2, Part 2;
6. 50° 00' 106.67 feet along the remainder of L.C. Award 7713:2, Part 2;

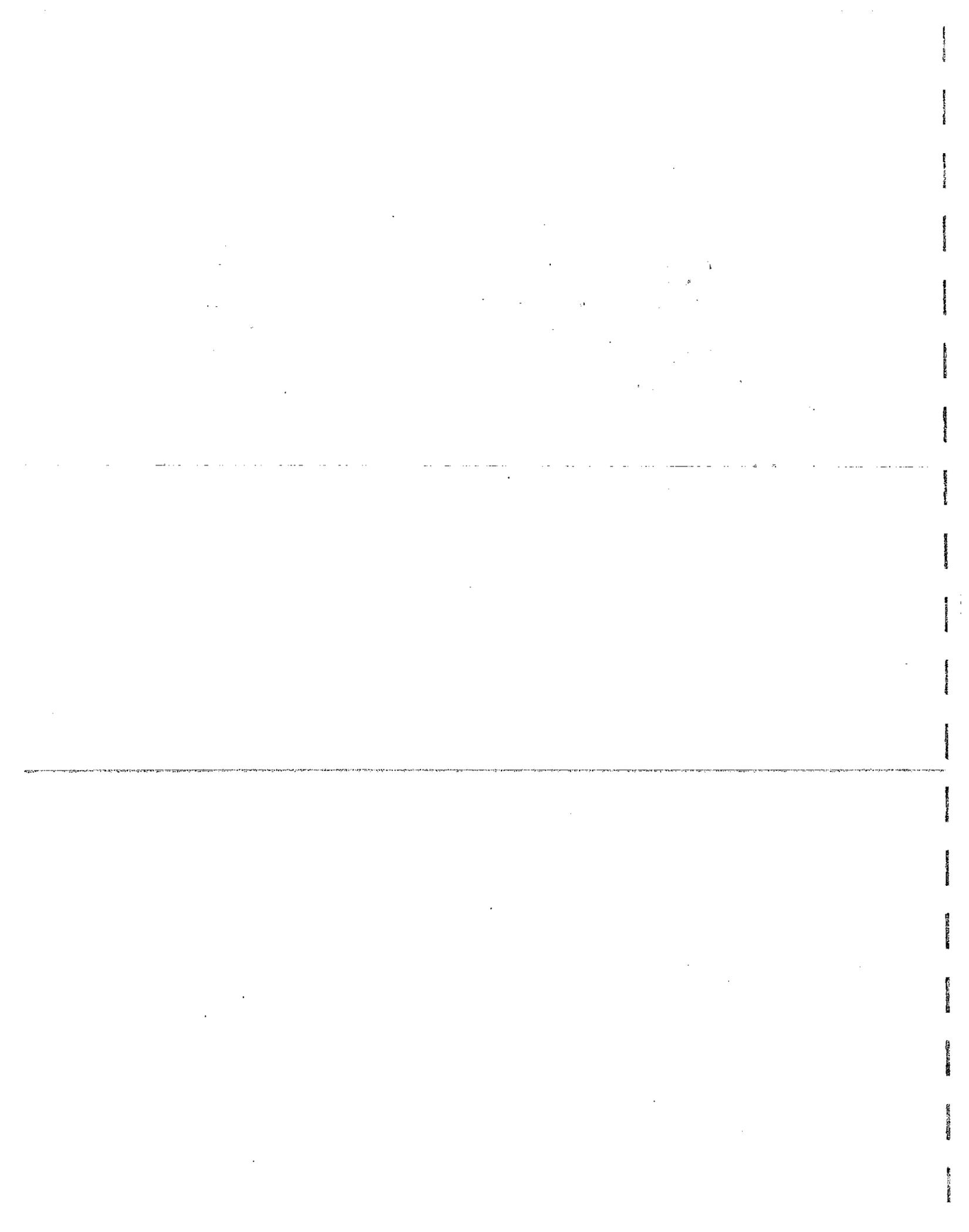
7. 329° 00' 301.52 feet along the remainder of L.C. Award 7713:2, Part 2;
8. 95° 28' 735.97 feet along Ld. Ct. App. 1087 (Lot 445-A-1);
9. 149° 00' 1,360.30 feet along Ld. Ct. App. 1087 (Lot 445-A-1 and Lot 445-A-3);
10. 190° 41' 30" 118.17 feet along Ld. Ct. App. 1087 (Lot 445-A-3), passing over Triangulation Station "KAUAI NORTH BASE" at 98.95 feet, to the point of beginning and containing an area of 30.000 acres.

EXHIBIT "D"

[ADJACENT PROPERTY]

All of that certain parcel of land (being portions of the land(s) described in and covered by Royal Patent Number 4481, Land Commission Award Number 7713, Apana 2, Part 7 to V. Kamamalu, Royal Patent Grant Number 188, Apana 1 to Wm. L. Lee, and portion of Royal Patent Number 4478, Land Commission Award Number 7713, Apana 2, Part 2 to V. Kamamalu) situate, lying and being at Hanamalu, Kalapaki, Nawiliwili, Island and County of Kauai, State of Hawaii, bearing Tax Key designation 3-8-002-002 (4), and containing an area of 5,379.94 acres, more or less.

EXCLUDING THEREFROM Lot 1-B, being the property described in Exhibit "A" to this Deed.



106



R-1106 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
DEC 29, 2005 10:30 AM
Doc No(s) 2005-265794



/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

20 2/3 Z9

CTax (15): \$1.50

Ka

AFTER RECORDATION, RETURN BY MAIL () PICKUP ()

Case Bigelow & Lombardi (DML)
737 Bishop Street, Suite 2600
Honolulu, HI 96813
Telephone: 547-5400

Total Pages: 8

TYPE OF DOCUMENT:

DEED

PARTIES TO DOCUMENT:

Grantor: VISIONARY LLC
3-1850 Kaunualii Highway
Lihue, Hawaii, 96766

Grantee: ISLAND SCHOOL
3-1875 Kaunualii Highway
Lihue, Hawaii 96766

PROPERTY DESCRIPTION: LIBER/PAGE:

See Exhibit "A"

DOCUMENT NO.:
TRANSFER CERTIFICATE OF
TITLE NO(S).

TMK No.: (4) 3-8-002-002

DEED

KNOW ALL MEN BY THESE PRESENTS THAT:

VISIONARY LLC, a Virginia limited liability company, whose principal place of business is 3-1850 Kaunualii Highway, Lihue, Hawaii, 96766 and whose post office address is P. O. Box 662069, Lihue, Hawaii, 96766; hereinafter called the "Grantor", in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to the Grantor paid by **ISLAND SCHOOL**, a Hawaii non-profit corporation, the address of which is 3-1875 Kaunualii Highway, Lihue, Hawaii 96766, hereinafter called the "Grantee", the receipt of which is acknowledged, does hereby grant and quitclaim unto the Grantee the real property described in Exhibit "A" attached hereto and incorporated herein by reference (sometimes the "Premises").

TOGETHER WITH the reversions, remainders, rents, issues and profits thereof, and all of the estate, right, title, and interest of the Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with the improvements thereon, and all rights, easements, privileges and appurtenances thereunto belonging or appertaining, unto the Grantee, in fee simple

SUBJECT, HOWEVER, TO and/or excluding each of those items set forth in Exhibit "A" as encumbrances or reservations in favor of Grantor.

The Grantee acknowledges and agrees that the premises may be affected periodically by the adverse environmental conditions more particularly described in Exhibit "A" attached hereto, accepts the possibility of the occurrence of the same, and holds harmless the Grantor and its lessees, tenants, licensees, and occupants from any responsibility for the elimination or abatement of said adverse environmental conditions. The covenants of the Grantee herein contained and the encumbrances set forth in Exhibit "A" shall run with the land and be binding upon the Grantee, its licensees and invitees, and all persons who shall hereafter have an interest in the land hereby conveyed.

Grantee further acknowledges and agrees that so long as the Premises remains classified within the Agricultural District by the State Land Use Commission of the State of Hawaii, use of the Premises shall be and is hereby restricted to those uses permitted by the State Land Use Commission Rules and Regulations and Charter 205 Hawaii Revised Statutes.

This conveyance and the respective covenants of the Grantor and the Grantee shall be jointly and severally binding upon the person or persons identified above as "Grantor" and "Grantee," if entered into by more than one person, and shall run in favor of, inure to the benefit of, and be binding upon the person or persons identified above as Grantor and Grantee, and their respective estates, heirs, executors, administrators, personal representatives, successors, and assigns. The use herein of the singular in reference to a party shall include the plural and the use of a pronoun of any gender shall include all genders. The term "person" shall include an individual, partnership, association or corporation, as the context may require.

IN WITNESS WHEREOF, the Grantor and the Grantee have caused these presents to be
duly executed this 22nd day of December 2005.

VISIONARY, LLC,
a Virginia limited liability company

By Warren H. Haruki
Name: Warren H. Haruki
Title: President and Chief Executive Officer

By Sandra L. Day
Name: Sandra L. Day
Title: Treasurer

Grantor

ISLAND SCHOOL
a Hawaii non-profit corporation

By David W. Pratt
Name: David W. Pratt
Title: President

By Katherine Richardson
Name: KATHERINE G. RICHARDSON
Title: SECRETARY

Grantee

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this 22nd day of Dec., 2009, before me appeared Warren H. Horuki
and Sandra L. Day, to me personally known, who, being by me duly sworn,
did say that they are the President and Chief Executive Officer and Treasurer
respectively, of VISIONARY, LLC, a Virginia limited liability company, ~~and that the seal affixed to~~
~~the foregoing instrument is the corporate seal of said corporation, and that the instrument was~~
~~signed and sealed in~~ behalf of said corporation by authority of its Board of Directors, and the said
officers acknowledged the instrument to be the free act and deed of said corporation.

Sly/N.P.

Sharyl E. Lam Yuan LS
Type or print name Sharyl E. Lam Yuan
Notary Public, State of Hawaii

My commission expires: 12-16-2009

STATE OF HAWAII
COUNTY OF KAUAI

)
) SS.
)

On this 22nd day of December, 2005, before me personally appeared David W. Pratt and Katherine G. Richardson, to me personally known, 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.

 LS
Type or print name: Sheryl E. Lam Yuen
Notary Public, State of Hawaii
My commission expires: 12-16-2009

EXHIBIT "A"

(Metes and Bounds for Lot 1-A-2)

SUBJECT, HOWEVER, to all encumbrances of record.

LOT 1-A-2

LAND SITUATED AT NAWILIWILI, LIHUE, KAUAI, HAWAII

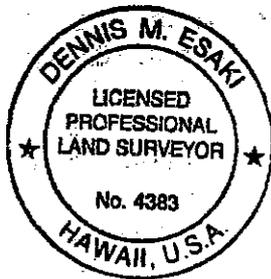
Being a Portion of L. C. Aw. 7713:2, Part 2 to V. Kamamalu
Being Also a Portion of Grant 188:1

Beginning at the north corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KALEPA" being 8,898.35 feet South and 14,888.66 feet West, thence running by azimuths measured clockwise from true South:

1.	287° 00'	1000.00	feet along the remainder of L. C. Aw. 7713:2, Part 2 (Grant 188:1);
2.	197° 00'	75.00	feet along the remainder of L. C. Aw. 7713:2, Part 2 (Grant 188:1);
3.	287° 00'	1220.82	feet along the remainder of L. C. Aw. 7713:2, Part 2 (Grant 188:1);
4.	20° 00'	287.17	feet along the remainder of L. C. Aw. 7713:2, Part 2 (Grant 188:1);
5.	3° 28' 40"	507.42	feet along the remainder of L. C. Aw. 7713:2, Part 2 (Grant 188:1);
6.	95° 28'	433.11	feet along the remainder of L. C. Aw. 7713:2, Part 2 (Grant 188:1);
7.	199° 00'	90.33	feet along the remainder of L. C. Aw. 7713:2, Part 2 (Grant 188:1);
8.	179° 00'	79.00	feet along the remainder of L. C. Aw. 7713:2, Part 2 (Grant 188:1);
9.	161° 00'	158.18	feet along the remainder of L. C. Aw. 7713:2, Part 2 (Grant 188:1);
10.	58° 00'	71.31	feet along the remainder of L. C. Aw. 7713:2, Part 2 (Grant 188:1);
11.	90° 00'	91.76	feet along the remainder of L. C. Aw. 7713:2, Part 2 (Grant 188:1);

EXHIBIT A

12.	53° 11'	162.23	feet along the remainder of L. C. Aw. 7713:2, Part 2 (Grant 188:1);
13.	329° 00'	254.94	feet along the remainder of L. C. Aw. 7713:2, Part 2 (Grant 188:1);
14.	95° 28'	735.97	feet along Land Court Application 1087;
15.	149° 00'	1360.30	feet along Land Court Application 1087;
16.	190° 41' 30"	118.17	feet along Land Court Application 1087, passing over North Base Triangulation Station at 98.95 feet, to the point of beginning and containing an area of 38.448 acres.



Lihue, Hawaii
December 2005

DESCRIPTION PREPARED BY:
ESAKI SURVEYING AND MAPPING, INC.

A handwritten signature in black ink, appearing to read "Dennis M. Esaki", written over a horizontal line.

Dennis M. Esaki
Licensed Professional Land Surveyor
Certificate Number 4383