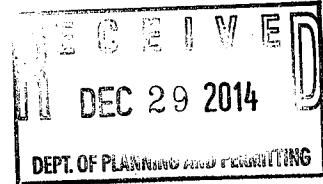


CARLSMITH BALL LLP

JENNIFER A. LIM 8357
PUANANIONAONA P. THOENE 10005
CARLSMITH BALL LLP
ASB TOWER, SUITE 2100
1001 BISHOP STREET
HONOLULU, HAWAII 96813
TEL. NO.: (808) 523-2500
FAX NO.: (808) 523-0842

Attorneys for Applicant
WAIAWA PV, LLC



BEFORE THE PLANNING COMMISSION
OF THE CITY AND COUNTY OF HONOLULU

STATE OF HAWAII

In the Matter of the Application of

WAIAWA PV, LLC

For a New Special Use Permit To Allow
Development of a 47-megawatt photovoltaic
(PV) Energy Generation Facility and
Accessory Uses and Structures On Lands
Rated Class B by the Land Study Bureau,
Waipio, Ewa, Oahu, Hawaii Tax Map Key No.
(1) 9-5-003: Portion of Parcel 004

FILE NO. 2014/SUP-3 (RY)

APPLICANT'S LIST OF WITNESSES;
SECOND LIST OF EXHIBITS; EXHIBITS
"24" – "26"; CERTIFICATE OF SERVICE

APPLICANT'S LIST OF WITNESSES; SECOND LIST OF EXHIBITS

Applicant WAIAWA PV, LLC by and through its legal counsel, Carlsmith Ball LLP, hereby submits its List of Witnesses; Second List of Exhibits; and Exhibits 24 through 26, in support of the State Special Use Permit that was accepted by the Department of Planning and Permitting for processing on or around October 2, 2014. These witnesses and exhibits may be used in support of Applicant's request for a State Special Use Permit. Applicant reserves all rights to identify additional fact witnesses and add rebuttal expert witnesses and exhibits.

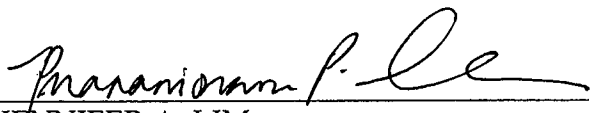
LIST OF WITNESSES

Name, Position, Organization	To be qualified as a witness in:	Subject Matter	Written Testimony	Length of Direct
Wren Wescoatt / Development Director / First Wind	N/A	Project development	Yes, Ex 14	20-30
Jed Dailey / VP Construction / First Wind	Construction Management	Project construction	Yes, Ex 15	15
Tom Siegel / VP Transmission / First Wind	Transmission and Solar Energy Development	Interconnection and transmission	Yes, Ex 16	Reserved
David P. Cowan / Environmental Affairs / First Wind	Biology (flora and fauna)	Biological resources	Yes, Ex 17	10
Robert B. Rechtman, Ph.D./ VP / ASM Affiliates	Archaeology	Archaeological, historical, and cultural resources	No, oral testimony only	10
Paul V. Luersen, AICP / Senior Environmental Planner / CH2M Hill	Environmental and Land Use Planning	Environmental and Land Use Planning	Yes, Ex 18	Reserved
Paul T. Matsuda, AICP, LEED AP / Principal / Group 70 International, Inc.	Civil Engineering	Civil engineering	Yes, Ex 19	Reserved
Crystal Kua / Director of External Affairs / First Wind	N/A	Community relations	Yes, Ex 20	Reserved

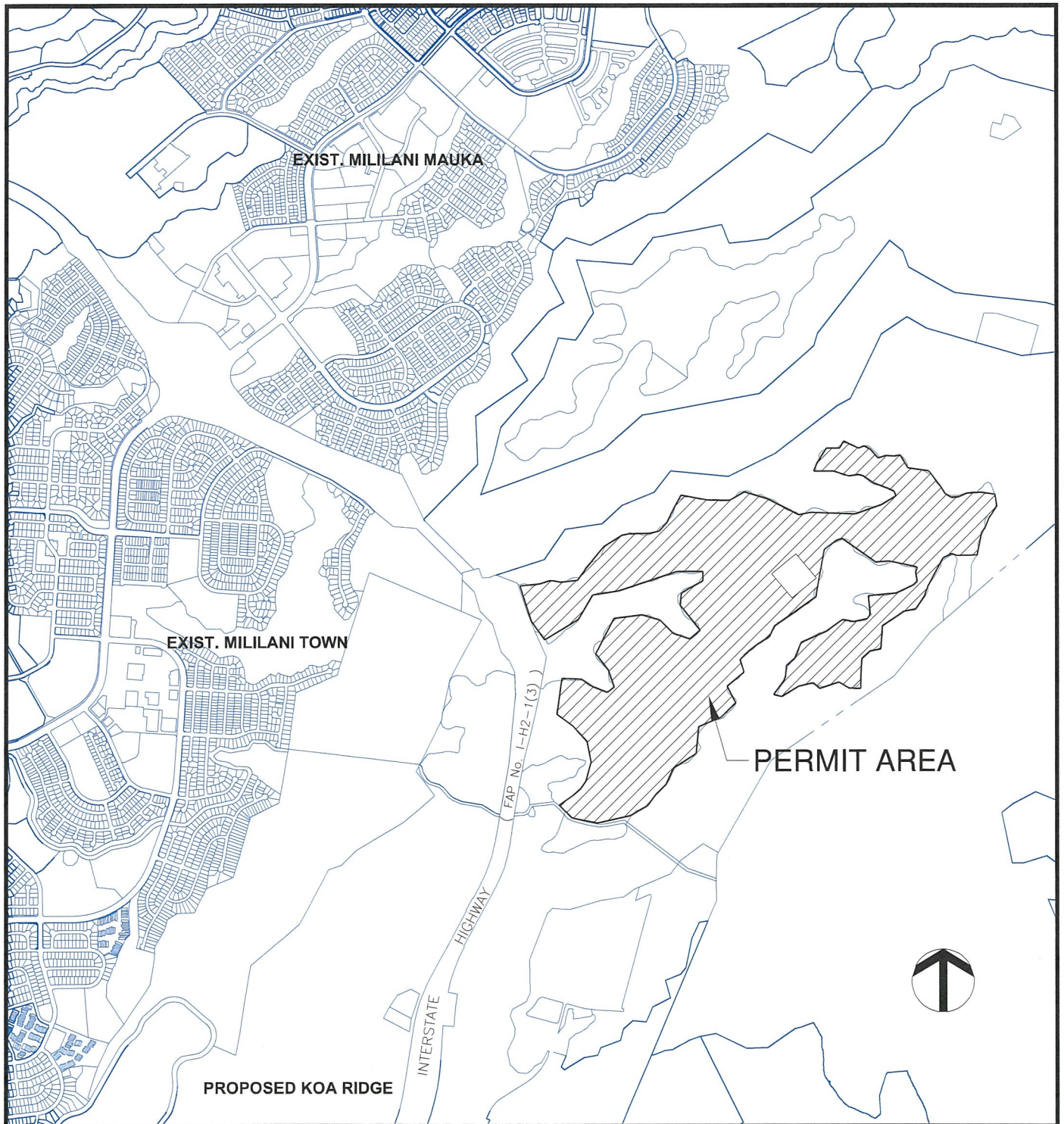
LIST OF EXHIBITS
(Attachments Submitted with the SUP Application Are Also Listed on the Following Table For Ease of Reference)

	DESCRIPTION
N/A	SUP Application, September 2014
ATTM 1	Waiawa PV, LLC organizational structure
ATTM 2	Figures: Project Location / Soil Type / ALISH / LSB
ATTM 3	12/6/13 Interconnection Requirements Study letter from HECO
ATTM 4	Site Plan Drawings
ATTM 5	5/13/14 Letter of Intent for Sheep Pasturage f/First Wind to Tin Roof Ranch
ATTM 6	Sheep and Solar Panels in Hawaii - a report
ATTM 7	Representative photos
ATTM 8	Decommissioning Plan
ATTM 9	Archaeological Assessment Survey
ATTM 10	Visual Simulations and Representative Photos
ATTM 11	Reflectivity Study
ATTM 12	1/21/14 Mililani Mauka/Launani Valley Neighborhood Board No. 35 minutes 1/22/14 Mililani/Waipio/Melemanu Neighborhood Board No. 25 minutes
EXHIBITS FILED DECEMBER 15, 2014	
Ex. 1	First Wind Team Biographies (Wescoatt, Siegel, Cowan, Dailey)
Ex. 2	Resume of Paul V. Luersen
Ex. 3	Resume of Paul T. Matsuda
Ex. 4	Resume of Crystal Kua
Ex. 5	11/21/14 Applicant/CH2M Hill Response Letter to DPP re agency comments
Ex. 6	11/24/14 Letter of support from Blue Planet Foundation
Ex. 7	12/3/14 Letter of support from Pacific Resource Partnership
Ex. 8	Figure showing State Land Use Districts
Ex. 9	12/3/14 email from Jerry Chavkin, VP, Airspace Operations Aviation Systems Inc. re FAA requirements
Ex. 10	First Wind Waiawa Solar Farm Ka Pa'akai Discussion
Ex. 11	Waiawa PV, LLC Solar Farm Project Preliminary Civil Considerations
Ex. 12	Waiawa and Mililani Solar Farm Projects 138-kV Interconnection Lines and Substation/Switchyard Magnetic Fields and Audible Noise

Ex. 13	Waiawa Solar Farm Project: Construction Traffic Assessment
Ex. 14	Written Direct Testimony of Wren Wescoatt
Ex. 15	Written Direct Testimony of Jed Dailey
Ex. 16	Written Direct Testimony of Tom Siegel
Ex. 17	Written Direct Testimony of David P. Cowan
Ex. 18	Written Direct Testimony of Paul V. Luersen
Ex. 19	Written Direct Testimony of Paul T. Matsuda
Ex. 20	Written Direct Testimony of Crystal Kua
Ex. 21	Resume Robert B. Rechtman
Ex. 22	12/15/14 Letter of support from Castle & Cooke Hawai'i
Ex. 23	12/10/14 Letter to Director G. Atta regarding required timeframe for SUP
EXHIBITS FILED DECEMBER 29, 2014	
Ex. 24	Waiawa Solar Farm Location Map
Ex. 25	Fee Owner's Letter of Authorization
Ex. 26	12/23/14 Deeds to Waiawa lands from Grantor, Castle & Cooke Homes Hawaii, Inc., to Grantee, Renewables Land Holdings, LLC

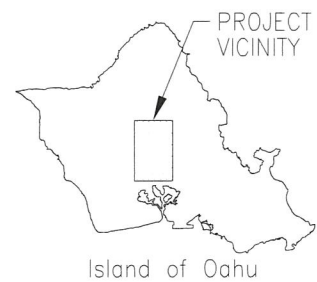

 JENNIFER A. LIM
 PUANANIONAONA P. THOENE
 Attorneys for Applicant
 WAIAWA PV, LLC

Dated: Honolulu, Hawaii, December 29, 2014



WAIAWA SOLAR FARM LOCATION MAP

Special Use Permit Application (2014/SUP-3)
 Waipio, Central Oahu
 TMK: 9-5-003:004(por.)



FEE OWNER'S LETTER OF AUTHORIZATION

Tax Map Key No: (1) 9-5-003:004 (por.)
Kamehameha Highway
Waipio, Ewa, Oahu, Hawaii

Renewables Land Holdings, LLC is the sole fee owner of that portion of the real property identified above which is subject to an application for State Special Use Permit in File No. 2014/SUP-3, and hereby authorizes Waiawa PV, LLC and its attorneys, CARLSMITH BALL LLP, to prepare and process a State Special Use Permit application with the City and County of Honolulu Department of Planning and Permitting, the Honolulu Planning Commission and the State Land Use Commission to allow for the development of a solar farm on an approximately 313-acre portion of said property.

Pursuant to Hawaii Administrative Rules §15-15-95(a), this Fee Owner's Letter of Authorization is given to show that Renewables Land Holdings, LLC has given written authorization for the filing of the State Special Use Permit application, and that Renewables Land Holdings, LLC, as the fee owner of the property, acknowledges that it, and its successors, shall be bound by the State Special Use Permit and its conditions.

A photostatic, facsimile or electronic copy of this executed authorization shall also be considered as effective and valid as the original.

RENEWABLES LAND HOLDINGS, a Delaware
limited liability company,

By: **FIRST WIND HOLDINGS, LLC**, a Delaware
limited liability company

Its: Member _____

By: _____

Printed Name: **ARTHUR J. SNELL**

Its: **ASSISTANT SECRETARY**

Dated: **December 23, 2014**

COMMONWEALTH OF MASSACHUSETTS

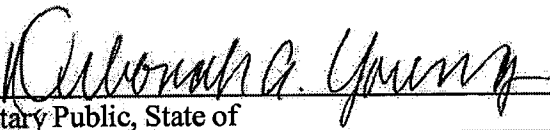
)

) SS.

COUNTY OF SUFFOLK

)

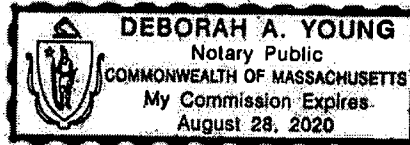
On this 23rd day of December, 2014, before me personally appeared Arthur J. Snell, to me personally known, who, being by me duly sworn or affirmed did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Notary Public, State of _____

Printed Name: _____

My commission expires: _____





STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

December 23, 2014 8:01 AM

Doc No(s) T-9122143
on Cert(s) 468718
Issuance of Cert(s) 1089906



/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

1 5/11 DML
B-32564472

Conveyance Tax: \$75.00

LAND COURT

REGULAR SYSTEM

RETURN BY MAIL () OR PICKUP () TO:

D. SCOTT MACKINNON, ESQ.
MCCORRISTON MILLER MUKAI MACKINNON
500 ALA MOANA BLVD
FIVE WATERFRONT PLAZA, 4TH FLR
HONOLULU, HI 96813

TGOH 201444942-S
TGES 210-14051323
BARBARA PAULO

Tax Map Key: (1) 9-4-006-003 (por), and
(1) 9-5-003-004 (por)

Total Pages: 15

LIMITED WARRANTY DEED
WITH RESERVATIONS AND COVENANTS

THIS LIMITED WARRANTY DEED WITH RESERVATIONS AND COVENANTS (this "*Deed*"), is made this 23 day of December, 2014, by and between **CASTLE & COOKE HOMES HAWAII, INC.**, a Hawaii corporation, whose address is 680 Iwilei Road, Suite 510, Honolulu, Hawaii 96817, hereinafter called "*Grantor*", and **RENEWABLES LAND HOLDINGS, LLC**, a Delaware limited liability company, whose address is 179 Lincoln Street, Suite 500, Boston, Massachusetts 02111, hereinafter called "*Grantee*",

WITNESSETH:

That for Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and transfer unto Grantee, and Grantee's successors and assigns, in fee simple, all of Grantor's right, title and interest in and to the property more particularly described in Exhibit A attached hereto and made a part hereof (the "*Property*");

EXCLUDING from the conveyance, however, all existing rights of the Grantor to the allocation of water and any permits relating thereto, which belong to Grantor and

{00268415}
Deed 1A22F/G

shall be excluded from the Property, and which may have been appurtenant to the Property prior to this conveyance, but which are being excluded, excepted and reserved by the Grantor;

FURTHER EXCLUDING from the conveyance, however, all easements and rights heretofore granted for access purposes appurtenant to the Property as may have been set forth in any instrument, including but not limited to Land Court Orders, recorded or referenced in any document recorded prior to this Deed, it being understood and agreed that the right of access set forth in Exhibit A shall supersede all previous provisions for access, subject to Grantor's reservations below;

EXCEPTING AND RESERVING, however, unto the Grantor, its successors and assigns, (i) the right to relocate any access and easement rights set forth, described or reserved in Exhibit A, in any document described or referred to in Exhibit A (including any amendments to any such document prior to the date of this Deed), or in the following subparagraph (iii); (ii) the right to delete, terminate or cancel any access or easement rights set forth, described or reserved in Exhibit A, in any document described or referred to in Exhibit A (including any amendments to any such document prior to the date of this Deed), in the foregoing subparagraph (i) or in the following subparagraph (iii), in the case of and effective upon the dedication of any area(s) affected by such access or easement rights to a governmental authority or public utility; and (iii) easements for ingress and egress purposes, easements for access purposes, easements for electrical, gas, telephone, cable television, communications and other utility purposes, easements for sanitary sewer, drainage and drain line, waterline and flowage purposes, and easements for landscape purposes over, under, across, along, upon and through the Property, which easements are or may be so designated on any existing or subsequent map or maps of Land Court Application No. 1000 and/or on any subdivision map which includes all or any portion of the Property and/or are or may be so declared, granted or otherwise provided under any document recorded against the Property in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**"), together with the right to designate easements within the Property for the aforesaid purposes, if necessary or desirable, and together also with rights of reasonable access thereto in connection with the exercise of said easements rights, and together also with the right to grant to the State of Hawaii, City and County of Honolulu, the Board of Water Supply of the City and County of Honolulu, the United States of America, the owners of lots in the surrounding community, any appropriate governmental agency, public or private utility, and/or any other corporation, partnership, entity, or individual, easement(s) for any such purposes within said easements over, under, across, along, upon and through the Property, and together also with the right to also delete or cancel any easements that are not required or no longer serve the aforesaid purposes; provided, however, that with respect to any easements not yet designated, declared, granted or provided (but excluding any

easements described or referred to in Exhibit A attached hereto), such reserved easement rights must be exercised in such manner as to not unreasonably interfere with, impair, or hinder the use of the Property by the Grantee, and shall not be located on the Property in any manner which unreasonably impairs, hinders, or interferes with Grantee's construction, installation, operation and use of any improvements on the Property.

TO HAVE AND TO HOLD the same, together with Grantor's right, title and interest in all improvements thereon, all rights, privileges, appurtenances and easements held or enjoyed in connection therewith, all rents, issues and profits therefrom, unto Grantee, its successors and assigns, forever; subject however to the encumbrances and other matters described in Exhibit A and also to the terms, reservations, covenants, agreements, conditions and restrictions contained in this Deed.

AND Grantor does hereby covenant and agree with Grantee that Grantor has good right to sell and convey its interest in the Property and that the Property hereby conveyed is free and clear from all encumbrances made or permitted by Grantor, except for real property taxes for the current year which are to be prorated as of the date this Deed is recorded, and except as provided in this Deed or as shown in Exhibit A, and except as disclosed to or known by Grantee, and that Grantor will WARRANT AND DEFEND the foregoing unto Grantee against the lawful claims of all persons claiming by, through or under the Grantor, except for the matters set forth herein or in Exhibit A.

Grantee's Covenants

AND ALSO, in consideration of the foregoing, Grantee, for itself and its successors and assigns, does hereby covenant and agree as follows:

A. Property Conveyed "AS IS". IT IS AGREED AND UNDERSTOOD that Grantee is acquiring the Property "AS IS", WITH ALL FAULTS AND DEFECTS, IN ITS PRESENT STATE AND CONDITION, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES AS TO THE CONDITION, USE, HABITABILITY, HISTORY, FITNESS FOR ANY PURPOSE OR USE, OR STRUCTURAL SOUNDNESS OF THE PROPERTY. Grantee hereby assumes all risk with respect to the condition of the Property, whether known or unknown, foreseeable or unforeseeable, including without limitation the soils conditions, environmental conditions (including leaching, migration, spills, run-off and the like in, upon, under, above, through, into and from the Property), debris and illegal dumping, drainage conditions, water availability or quality, the availability of utilities, all matters that would be shown in an ALTA survey, encroachments, zoning, land use regulations, restricted or prohibited uses under applicable governmental laws, archaeological and historic sites, rights of native tenants and surrounding uses. Neither Grantee nor any persons or parties claiming

by, through or under Grantee ("Grantee's Related Parties") nor any subsequent owner or other person occupying, using or possessing the Property shall have any claim against Grantor with respect to any of the conditions or risks of the Property, physical, legal or otherwise, assumed by Grantee hereunder. Grantee hereby agrees to release, hold harmless, indemnify and defend Grantor from and against any and all claims and liability (including, without limitation, all attorneys' fees and costs relating thereto), including but not limited to any claims for contribution and indemnity, asserted or sustained by Grantee or any of Grantee's Related Parties, relating to any of the conditions of the Property assumed by Grantee hereunder and/or any of the risks assumed by Grantee hereunder in respect of the condition of the Property. The foregoing covenants shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, as a covenant running with the land.

B. Conditions Affecting Property. The Grantee understands, acknowledges, covenants and agrees to the following:

1. Military Effects. The Property is located in the vicinity of Pearl Harbor, Wheeler Army Airfield, Schofield Barracks and an area near Waikakalaua Gulch sometimes called the East Range. Military activities, including but not limited to training, will be conducted on or near such locations, and aircraft may fly in the proximity of or directly over the Property. Low flying aircraft, explosive and other related noise is created from such exercises, which can occur at any time, including the late evening, early morning hours and weekends. Such overflights and other military activities may result in noise, dust, vibration, and other nuisances, disturbances or hazards (collectively the "*Military Effects*") to persons and property on or within the Property.

2. Agricultural Effects. The Property is located on and is near or adjacent to land and easements previously, currently or in the future used for or in connection with agricultural operations, which may include, but are not limited to, open burning, trucking, plowing, hauling, fertilizing, grading, storing, herbicide and pesticide spraying, crop dusting, water diversion, irrigation, and all other activities incidental to the planting, cultivation, harvesting, and processing of crops, including night time activities, and the grazing and raising of livestock, poultry and other animals, which may from time to time have caused or cause surface water runoff, noise, soot, smoke, dust, light, heat, vapors, odors, chemicals, vibrations, insect pests and other substances and phenomena of every description (collectively the "*Agricultural Effects*") to be discharged, emitted, dispersed or transmitted over, into and upon the Property which may bother or be a nuisance or hazard to the Grantee and to persons or property on or within the Property. Grantee also acknowledges that the Hawaii Right To Farm Act (Chapter 165 of the Hawaii Revised Statutes) and Hawaii law limit the circumstances under which farming operations may be deemed to be a nuisance.

3. Soil Classification Effects. To the extent that the Property consists of land within the agricultural district with soil classified by the land study bureau's detailed land classification as overall (master) productivity rating class A or B, such portions of the Property are subject to the restriction on uses as prescribed in Section 205-4.5 of the Hawaii Revised Statutes, and to the condition that uses be primarily in pursuit of an agricultural activity. These restrictions and conditions, to the extent applicable, shall be deemed encumbrances running with the land until such time that the land is reclassified to a land use district other than agricultural district.

4. Utility Effects. The Property may contain or is or may be located adjacent to or in the vicinity of electric, water and other utilities and facilities and public roads and thoroughfares including, without limitation, such things as electrical substations, high powered electrical transmission lines, water pump stations, water tanks, water quality basins, drainage facilities, reservoirs, freeways and exit ramps which may result in nuisances, such as noise and dust, disturbances or hazards (collectively the "Utility Effects") to persons and to property on or within the Property. In recent years, concerns have been raised about possible adverse health effects of electric and magnetic fields from power lines. The Grantor is not insuring or guaranteeing the health of Grantee or other occupiers or users of the Property and disclaims liability for personal injury, illness, death or any other loss or damage caused by or arising from the Utility Effects including, without limitation, the presence or malfunction of any electrical distribution systems that may be located adjacent to, near, over, on, under or within any part of the Property.

5. Historic Property Effects. Waiahole Ditch lands and improvements may be owned by a governmental agency, and may be located within or in the vicinity of the Property. Such improvements may be considered as historic structures by the State of Hawaii Historic Preservation Division of the Department of Land and Natural Resources or other governmental authority, and may be subject to protections afforded to historic properties. Such protections may affect the Property and the use thereof.

C. Grant of Easements. Grantee consents and agrees to the grant by the Grantor, its successors or assigns, to the State of Hawaii, the City and County of Honolulu, the United States of America, or other appropriate governmental agency or private or public utility, or other corporation, partnership, individual or entity, of any of the easement rights expressly reserved in favor of Grantor as hereinbefore provided, but subject to the limitations applicable thereto. Grantee further agrees and covenants to, at no cost to Grantor, promptly execute and deliver such instruments and take such other actions as Grantor may request in order to effectuate such grants and rights of the aforesaid reserved easement rights and to carry out the terms hereof. The Grantee further

covenants and agrees to join in and execute, upon request by Grantor or its successors or assigns, any and all documents designating, confirming, granting and/or terminating any of the easements that have been expressly reserved by the Grantor or Grantor has reserved rights for, including but not limited to applications for subdivision and other government agency approvals and Land Court petitions, as appropriate. Grantee grants to Grantor an irrevocable power of attorney coupled with an interest to execute any such documents on Grantee's behalf; provided, however, that Grantor shall not use such power of attorney unless the Grantee fails to execute and deliver any such documents to the Grantor within fifteen (15) days following Grantor's written request therefor. The provisions of this instrument that would be prohibited without subdivision or other approval of a government agency shall be deemed in escrow and contingent and without effect until such approval is obtained.

D. Remedies. The violation or breach of any of the covenants, conditions, agreements or restrictions contained herein on the part of the Grantee to be observed or performed shall give Grantor the right to prosecute a proceeding at law or in equity against Grantee to prevent or enjoin Grantee from violating or breaching any of the covenants, conditions, agreements or restrictions, or to cause said violation or breach to be remedied, or to recover damages or other remedies available for such violation or breach. Grantor shall be entitled to recover reasonable fees, costs and expenses as may have been incurred by Grantor for attorneys in enforcing its rights hereunder.

E. Covenants Running with the Land; Duration. Except as otherwise expressly provided herein, each and all of Grantor's reservations and Grantee's covenants, agreements, conditions and restrictions contained above are perpetual and intended to run with the land in favor of the Grantor, its successors and assigns, and are expressly binding upon the Property, and each portion thereof, and each successive owner of the Property, and each portion thereof, and each person having any right, title or interest in the Property or any portion thereof, unless and until Grantor shall relinquish and permanently waive any of its rights, but only with respect to the specific rights waived, as evidenced by the filing of a written notice of such waiver in the Land Court.

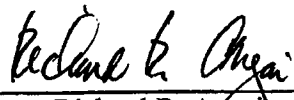
The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals, partnerships, trustees, limited liability companies, corporations or other entities and their and each of their respective successors, heirs, personal representatives, successors in trust and assigns, according to the context thereof. All covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed elsewhere herein.

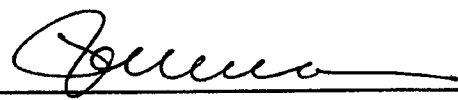
This Deed may be executed in counterparts, each of which shall be deemed an original, but all of which taken together, shall constitute one and the same instrument. For all purposes, including, without limitation, recordation, filing and delivery of this document, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

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

**CASTLE & COOKE HOMES HAWAII,
INC., a Hawaii corporation**

By: 
Name: Richard R. Anzai
Title: Vice President & Controller

By: 
Name: Troy T. Fukuhara
Title: Vice President & Asst. Secretary

"GRANTOR"

**RENEWABLES LAND HOLDINGS, LLC,
a Delaware limited liability company**

By: First Wind Holdings, LLC,
a Delaware limited liability company
Its Member

By: _____
Name:
Title:

"GRANTEE"

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

**CASTLE & COOKE HOMES HAWAII,
INC.,** a Hawaii corporation


By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

"GRANTOR"

RENEWABLES LAND HOLDINGS, LLC,
a Delaware limited liability company

By: First Wind Holdings, LLC,
a Delaware limited liability company
Its Member

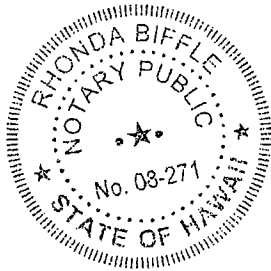
By:  _____
Name: Jennifer Lookey
Title: Assistant Secretary

"GRANTEE"

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

On this 18th day of December, 2014, before me personally appeared

TROY T. FUKUHARA and RICHARD R. ANZAI, to me personally known, who being by me duly sworn, did say that they are the Vice President & Assistant Secretary and Vice President, Controller & Assistant Secretary, respectively, of CASTLE & COOKE HOMES HAWAI'I, INC., a Hawai'i Corporation; that this 14-page Limited Warranty Deed With Reservations And Covenants dated (undated at time of notary) was signed on behalf of said corporation by authority of its Board of Directors; and the said officers acknowledged said instrument to be the free act and deed of said corporation. Said corporation does not have a corporate seal.



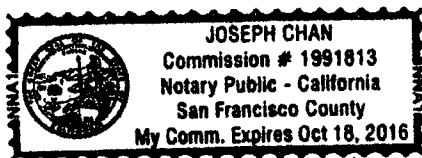
Thond Bupp
Notary Public, State of Hawaii
First Judicial Circuit

Rhonda Biffle
Printed Name of Notary

My commission expires: August 3, 2016

STATE OF CA)
) SS.
COUNTY OF San Francisco)

On this 16 day of December, 2014, before me personally appeared Jennifer Latars, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.





Notary Public, State of CA
Printed Name: Joseph Chan
My commission expires: Oct 18, 2016

EXHIBIT A

All of that certain parcel of land situate at Waipio, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

- (A) LOT 1-A-22-F, area 0.867 acre, and
- (B) LOT 1-A-22-G, area 6.750 acres, more or less,

as shown on Map 22, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1000 of John Ii Estate, Limited.

Being the land(s) described in Transfer Certificate of Title No. 468,718 issued to CASTLE & COOKE HOMES HAWAII, INC., a Hawaii corporation, by Land Court Order No. 123048, filed January 5, 1996.

TOGETHER WITH a non-exclusive, appurtenant easement for access purposes over, across, along and upon Lot 4204-A, as shown on Map 513, of Land Court Application No. 1000; said Lot 4204-A being land described in Transfer Certificate of Title No. 1089911.

ALSO TOGETHER WITH access to a public highway over the overcrossing structure within Easement 2848 as shown on Map 513, and thence over Easements 905, 906 and 908 as shown on Map 348 within Lot 4204-B, and over Easement 904 affecting Lot 4206-A-3, and over Easement 903 within Lot 4205.

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Real property taxes not yet due or owing, including, without limitation, any rollback or retroactive taxes due to changes in the use of the Property.
2. Any agricultural dedications filed with the City and County of Honolulu Real Property Assessment division covering the Property, or portions thereof.
3. Mineral and water rights of any nature.
4. The terms and provisions contained in that unrecorded letter agreement dated November 27, 1956, granting in favor of the United States Government, access rights as to portions of the Property in order to operate and maintain a gauging station in or on Kipapa Stream adjacent to the Property.
5. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT FOR ISSUANCE OF
CONDITIONAL USE PERMIT UNDER SECTION
21-5.380 OF THE LAND USE ORDINANCE

DATED : September 24, 2014

FILED : Land Court Document No. T-9068254

6. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.
7. Any matters which an archaeological study would disclose.
8. Any rights or interests which may exist or arise by reason of the following facts shown on survey map prepared by Lance T. Stevens, Land Surveyor, with Controlpoint Surveying, Inc., dated February 12, 2014, and revised November 18, 2014:
 - (A) Various dirt roads, if any, affecting the subject Lots 1-A-22-F and 1-A-22-G, as shown on the Map.
 - (B) As a result of the overall size of the surveyed land, its terrain, and the lack of access to certain areas of the surveyed land, there are portions of the perimeter boundary that were not observed during the ground survey. There may be other access locations, and structures or improvements along boundaries that were not observed as a result of the same and therefore are not shown on this survey map.
9. Any unrecorded leases and license agreements, and matters arising from or affecting the same.

AS TO LOT 1-A-22-F only

10. GRANT in favor of WAIAHOLE WATER COMPANY, LIMITED, a Hawaii corporation, dated May 21, 1913, recorded in Liber 392 at Page 276; granting right of easement for water conduit and irrigation system purposes.

Said above Grant was assigned to WAIAHOLE IRRIGATION COMPANY, LIMITED, a Hawaii corporation, by instrument dated September 18, 1970, filed as Land Court Document No. 513858, and further assigned to AGRIBUSINESS DEVELOPMENT CORPORATION,

a public instrumentality of the State of Hawaii, by instrument dated July 9, 1999, but effective as of July 9, 1999, filed as Land Court Document No. 2558831, recorded as Document No. 99-109934.

11. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., dated August 21, 1957, filed as Land Court Document No. 209937; granting an easement for utility purposes, as shown on map attached thereto. CONSENT thereto by instrument filed as Land Court Document No. 209938.
12. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., dated June 7, 1963, filed as Land Court Document No. 310943; granting an easement for utility purposes, as shown on map attached thereto. CONSENT thereto by instrument filed as Land Court Document No. 310944.
13. Waiahole Ditch referenced in the survey map prepared by Lance T. Stevens, with Controlpoint Surveying, Inc., dated February 12, 2014, and revised November 18, 2014.

AS TO LOT 1-A-22-G only

14. GRANT in favor of WAI AHOLE WATER COMPANY, LIMITED, a Hawaii corporation, dated May 21, 1913, recorded in Liber 392 at Page 276; granting right of easement for water conduit and irrigation system purposes.

Said above Grant was assigned to WAI AHOLE IRRIGATION COMPANY, LIMITED, a Hawaii corporation, by instrument dated September 18, 1970, filed as Land Court Document No. 513858, and further assigned to AGRIBUSINESS DEVELOPMENT CORPORATION, a public instrumentality of the State of Hawaii, by instrument dated July 9, 1999, but effective as of July 9, 1999, filed as Land Court Document No. 2558831, recorded as Document No. 99-109934.

15. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., dated August 21, 1957, filed as Land Court Document No. 209937; granting an easement for utility purposes, as shown on map attached thereto. CONSENT thereto by instrument filed as Land Court Document No. 209938.
16. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, LIMITED, a Hawaii corporation, dated November 30, 1961, filed as Land Court

Document No. 283541; granting an easement for utility purposes, as shown on map attached thereto.

17. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., dated June 7, 1963, filed as Land Court Document No. 310943; granting an easement for utility purposes, as shown on map attached thereto. CONSENT thereto by instrument filed as Land Court Document No. 310944.

END OF EXHIBIT A

260
2521



STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

December 23, 2014 8:01 AM

Doc No(s) T-9122144
on Cert(s) 468718
Issuance of Cert(s) 1089907



/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

1 6/11 DML
B-32564472

Conveyance Tax: \$2.50

LAND COURT

REGULAR SYSTEM

RETURN BY MAIL () OR PICKUP () TO:

D. SCOTT MACKINNON, ESQ.
MCCORRISTON MILLER MUKAI MACKINNON
500 ALA MOANA BLVD
FIVE WATERFRONT PLAZA, 4TH FLR
HONOLULU, HI 96813

TGOH 201444942-S
TGES 210-14051323
BARBARA PAULO

6
LC

Tax Map Key: (1) 9-4-006-029 (por)

Total Pages: 14

LIMITED WARRANTY DEED
WITH RESERVATIONS AND COVENANTS

THIS LIMITED WARRANTY DEED WITH RESERVATIONS AND COVENANTS (this "**Deed**"), is made this 23 day of December, 2014, by and between **CASTLE & COOKE HOMES HAWAII, INC.**, a Hawaii corporation, whose address is 680 Iwilei Road, Suite 510, Honolulu, Hawaii 96817, hereinafter called "**Grantor**", and **RENEWABLES LAND HOLDINGS, LLC**, a Delaware limited liability company, whose address is 179 Lincoln Street, Suite 500, Boston, Massachusetts 02111, hereinafter called "**Grantee**",

WITNESSETH:

That for Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and transfer unto Grantee, and Grantee's successors and assigns, in fee simple, all of Grantor's right, title and interest in and to the property more particularly described in Exhibit A attached hereto and made a part hereof (the "**Property**");

EXCLUDING from the conveyance, however, all existing rights of the Grantor to the allocation of water and any permits relating thereto, which belong to Grantor and

{00270983.}
Deed 96

shall be excluded from the Property, and which may have been appurtenant to the Property prior to this conveyance, but which are being excluded, excepted and reserved by the Grantor;

FURTHER EXCLUDING from the conveyance, however, all easements and rights heretofore granted for access purposes appurtenant to the Property as may have been set forth in any instrument, including but not limited to Land Court Orders, recorded or referenced in any document recorded prior to this Deed, it being understood and agreed that the right of access set forth in Exhibit A shall supersede all previous provisions for access, subject to Grantor's reservations below;

EXCEPTING AND RESERVING, however, unto the Grantor, its successors and assigns, (i) the right to relocate any access and easement rights set forth, described or reserved in Exhibit A, in any document described or referred to in Exhibit A (including any amendments to any such document prior to the date of this Deed), or in the following subparagraph (iii); (ii) the right to delete, terminate or cancel any access or easement rights set forth, described or reserved in Exhibit A, in any document described or referred to in Exhibit A (including any amendments to any such document prior to the date of this Deed), in the foregoing subparagraph (i) or in the following subparagraph (iii), in the case of and effective upon the dedication of any area(s) affected by such access or easement rights to a governmental authority or public utility; and (iii) easements for ingress and egress purposes, easements for access purposes, easements for electrical, gas, telephone, cable television, communications and other utility purposes, easements for sanitary sewer, drainage and drain line, waterline and flowage purposes, and easements for landscape purposes over, under, across, along, upon and through the Property, which easements are or may be so designated on any existing or subsequent map or maps of Land Court Application No. 1000 and/or on any subdivision map which includes all or any portion of the Property and/or are or may be so declared, granted or otherwise provided under any document recorded against the Property in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**"), together with the right to designate easements within the Property for the aforesaid purposes, if necessary or desirable, and together also with rights of reasonable access thereto in connection with the exercise of said easements rights, and together also with the right to grant to the State of Hawaii, City and County of Honolulu, the Board of Water Supply of the City and County of Honolulu, the United States of America, the owners of lots in the surrounding community, any appropriate governmental agency, public or private utility, and/or any other corporation, partnership, entity, or individual, easement(s) for any such purposes within said easements over, under, across, along, upon and through the Property, and together also with the right to also delete or cancel any easements that are not required or no longer serve the aforesaid purposes; provided, however, that with respect to any easements not yet designated, declared, granted or provided (but excluding any

easements described or referred to in Exhibit A attached hereto), such reserved easement rights must be exercised in such manner as to not unreasonably interfere with, impair, or hinder the use of the Property by the Grantee, and shall not be located on the Property in any manner which unreasonably impairs, hinders, or interferes with Grantee's construction, installation, operation and use of any improvements on the Property.

TO HAVE AND TO HOLD the same, together with Grantor's right, title and interest in all improvements thereon, all rights, privileges, appurtenances and easements held or enjoyed in connection therewith, all rents, issues and profits therefrom, unto Grantee, its successors and assigns, forever; subject however to the encumbrances and other matters described in Exhibit A and also to the terms, reservations, covenants, agreements, conditions and restrictions contained in this Deed.

AND Grantor does hereby covenant and agree with Grantee that Grantor has good right to sell and convey its interest in the Property and that the Property hereby conveyed is free and clear from all encumbrances made or permitted by Grantor, except for real property taxes for the current year which are to be prorated as of the date this Deed is recorded, and except as provided in this Deed or as shown in Exhibit A, and except as disclosed to or known by Grantee, and that Grantor will WARRANT AND DEFEND the foregoing unto Grantee against the lawful claims of all persons claiming by, through or under the Grantor, except for the matters set forth herein or in Exhibit A.

Grantee's Covenants

AND ALSO, in consideration of the foregoing, Grantee, for itself and its successors and assigns, does hereby covenant and agree as follows:

A. Property Conveyed "AS IS". IT IS AGREED AND UNDERSTOOD that Grantee is acquiring the Property "AS IS", WITH ALL FAULTS AND DEFECTS, IN ITS PRESENT STATE AND CONDITION, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES AS TO THE CONDITION, USE, HABITABILITY, HISTORY, FITNESS FOR ANY PURPOSE OR USE, OR STRUCTURAL SOUNDNESS OF THE PROPERTY. Grantee hereby assumes all risk with respect to the condition of the Property, whether known or unknown, foreseeable or unforeseeable, including without limitation the soils conditions, environmental conditions (including leaching, migration, spills, run-off and the like in, upon, under, above, through, into and from the Property), debris and illegal dumping, drainage conditions, water availability or quality, the availability of utilities, all matters that would be shown in an ALTA survey, encroachments, zoning, land use regulations, restricted or prohibited uses under applicable governmental laws, archaeological and historic sites, rights of native tenants and surrounding uses. Neither Grantee nor any persons or parties claiming

by, through or under Grantee ("Grantee's Related Parties") nor any subsequent owner or other person occupying, using or possessing the Property shall have any claim against Grantor with respect to any of the conditions or risks of the Property, physical, legal or otherwise, assumed by Grantee hereunder. Grantee hereby agrees to release, hold harmless, indemnify and defend Grantor from and against any and all claims and liability (including, without limitation, all attorneys' fees and costs relating thereto), including but not limited to any claims for contribution and indemnity, asserted or sustained by Grantee or any of Grantee's Related Parties, relating to any of the conditions of the Property assumed by Grantee hereunder and/or any of the risks assumed by Grantee hereunder in respect of the condition of the Property. The foregoing covenants shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, as a covenant running with the land.

B. Conditions Affecting Property. The Grantee understands, acknowledges, covenants and agrees to the following:

1. Military Effects. The Property is located in the vicinity of Pearl Harbor, Wheeler Army Airfield, Schofield Barracks and an area near Waikakalaua Gulch sometimes called the East Range. Military activities, including but not limited to training, will be conducted on or near such locations, and aircraft may fly in the proximity of or directly over the Property. Low flying aircraft, explosive and other related noise is created from such exercises, which can occur at any time, including the late evening, early morning hours and weekends. Such overflights and other military activities may result in noise, dust, vibration, and other nuisances, disturbances or hazards (collectively the "*Military Effects*") to persons and property on or within the Property.

2. Agricultural Effects. The Property is located on and is near or adjacent to land and easements previously, currently or in the future used for or in connection with agricultural operations, which may include, but are not limited to, open burning, trucking, plowing, hauling, fertilizing, grading, storing, herbicide and pesticide spraying, crop dusting, water diversion, irrigation, and all other activities incidental to the planting, cultivation, harvesting, and processing of crops, including night time activities, and the grazing and raising of livestock, poultry and other animals, which may from time to time have caused or cause surface water runoff, noise, soot, smoke, dust, light, heat, vapors, odors, chemicals, vibrations, insect pests and other substances and phenomena of every description (collectively the "*Agricultural Effects*") to be discharged, emitted, dispersed or transmitted over, into and upon the Property which may bother or be a nuisance or hazard to the Grantee and to persons or property on or within the Property. Grantee also acknowledges that the Hawaii Right To Farm Act (Chapter 165 of the Hawaii Revised Statutes) and Hawaii law limit the circumstances under which farming operations may be deemed to be a nuisance.

3. Soil Classification Effects. To the extent that the Property consists of land within the agricultural district with soil classified by the land study bureau's detailed land classification as overall (master) productivity rating class A or B, such portions of the Property are subject to the restriction on uses as prescribed in Section 205-4.5 of the Hawaii Revised Statutes, and to the condition that uses be primarily in pursuit of an agricultural activity. These restrictions and conditions, to the extent applicable, shall be deemed encumbrances running with the land until such time that the land is reclassified to a land use district other than agricultural district.

4. Utility Effects. The Property may contain or is or may be located adjacent to or in the vicinity of electric, water and other utilities and facilities and public roads and thoroughfares including, without limitation, such things as electrical substations, high powered electrical transmission lines, water pump stations, water tanks, water quality basins, drainage facilities, reservoirs, freeways and exit ramps which may result in nuisances, such as noise and dust, disturbances or hazards (collectively the "Utility Effects") to persons and to property on or within the Property. In recent years, concerns have been raised about possible adverse health effects of electric and magnetic fields from power lines. The Grantor is not insuring or guaranteeing the health of Grantee or other occupiers or users of the Property and disclaims liability for personal injury, illness, death or any other loss or damage caused by or arising from the Utility Effects including, without limitation, the presence or malfunction of any electrical distribution systems that may be located adjacent to, near, over, on, under or within any part of the Property.

5. Historic Property Effects. Waiahole Ditch lands and improvements may be owned by a governmental agency, and may be located within or in the vicinity of the Property. Such improvements may be considered as historic structures by the State of Hawaii Historic Preservation Division of the Department of Land and Natural Resources or other governmental authority, and may be subject to protections afforded to historic properties. Such protections may affect the Property and the use thereof.

C. Grant of Easements. Grantee consents and agrees to the grant by the Grantor, its successors or assigns, to the State of Hawaii, the City and County of Honolulu, the United States of America, or other appropriate governmental agency or private or public utility, or other corporation, partnership, individual or entity, of any of the easement rights expressly reserved in favor of Grantor as hereinbefore provided, but subject to the limitations applicable thereto. Grantee further agrees and covenants to, at no cost to Grantor, promptly execute and deliver such instruments and take such other actions as Grantor may request in order to effectuate such grants and rights of the aforesaid reserved easement rights and to carry out the terms hereof. The Grantee further

covenants and agrees to join in and execute, upon request by Grantor or its successors or assigns, any and all documents designating, confirming, granting and/or terminating any of the easements that have been expressly reserved by the Grantor or Grantor has reserved rights for, including but not limited to applications for subdivision and other government agency approvals and Land Court petitions, as appropriate. Grantee grants to Grantor an irrevocable power of attorney coupled with an interest to execute any such documents on Grantee's behalf; provided, however, that Grantor shall not use such power of attorney unless the Grantee fails to execute and deliver any such documents to the Grantor within fifteen (15) days following Grantor's written request therefor. The provisions of this instrument that would be prohibited without subdivision or other approval of a government agency shall be deemed in escrow and contingent and without effect until such approval is obtained.

D. Remedies. The violation or breach of any of the covenants, conditions, agreements or restrictions contained herein on the part of the Grantee to be observed or performed shall give Grantor the right to prosecute a proceeding at law or in equity against Grantee to prevent or enjoin Grantee from violating or breaching any of the covenants, conditions, agreements or restrictions, or to cause said violation or breach to be remedied, or to recover damages or other remedies available for such violation or breach. Grantor shall be entitled to recover reasonable fees, costs and expenses as may have been incurred by Grantor for attorneys in enforcing its rights hereunder.

E. Covenants Running with the Land; Duration. Except as otherwise expressly provided herein, each and all of Grantor's reservations and Grantee's covenants, agreements, conditions and restrictions contained above are perpetual and intended to run with the land in favor of the Grantor, its successors and assigns, and are expressly binding upon the Property, and each portion thereof, and each successive owner of the Property, and each portion thereof, and each person having any right, title or interest in the Property or any portion thereof, unless and until Grantor shall relinquish and permanently waive any of its rights, but only with respect to the specific rights waived, as evidenced by the filing of a written notice of such waiver in the Land Court.

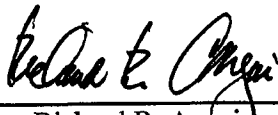
The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals, partnerships, trustees, limited liability companies, corporations or other entities and their and each of their respective successors, heirs, personal representatives, successors in trust and assigns, according to the context thereof. All covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed elsewhere herein.

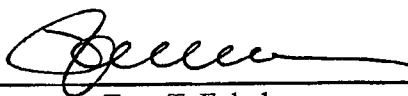
This Deed may be executed in counterparts, each of which shall be deemed an original, but all of which taken together, shall constitute one and the same instrument. For all purposes, including, without limitation, recordation, filing and delivery of this document, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

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

**CASTLE & COOKE HOMES HAWAII,
INC.,** a Hawaii corporation

By: 
Name: Richard R. Anzai
Title: Vice President & Controller

By: 
Name: Troy T. Fukuhara
Title: Vice President & Asst. Secretary

“GRANTOR”

RENEWABLES LAND HOLDINGS, LLC,
a Delaware limited liability company

By: First Wind Holdings, LLC,
a Delaware limited liability company
Its Member

By: _____
Name:
Title:

“GRANTEE”

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

**CASTLE & COOKE HOMES HAWAII,
INC., a Hawaii corporation**

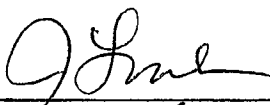
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

"GRANTOR"

**RENEWABLES LAND HOLDINGS, LLC,
a Delaware limited liability company**

By: First Wind Holdings, LLC,
a Delaware limited liability company
Its Member

By:  _____
Name: Jennifer Lortens
Title: Assistant Secretary

"GRANTEE"

STATE OF HAWAII

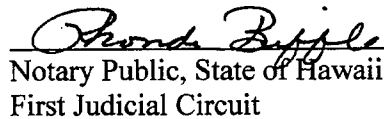
)

) SS.

)

On this 18th day of December, 2014, before me personally appeared

TROY T. FUKUHARA and RICHARD R. ANZAI, to me personally known, who being by me duly sworn, did say that they are the Vice President & Assistant Secretary and Vice President, Controller & Assistant Secretary, respectively, of CASTLE & COOKE HOMES HAWAI'I, INC., a Hawai'i Corporation; that this 13-page Limited Warranty Deed With Reservations And Covenants dated (undated at time of notary) was signed on behalf of said corporation by authority of its Board of Directors; and the said officers acknowledged said instrument to be the free act and deed of said corporation. Said corporation does not have a corporate seal.

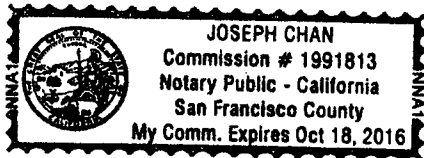


Rhonda Biffle
Printed Name of Notary

My commission expires: August 3, 2016

STATE OF CA)
) SS.
COUNTY OF San Francisco

On this 16 day of December, 2014, before me personally appeared Jennifer Latane, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.



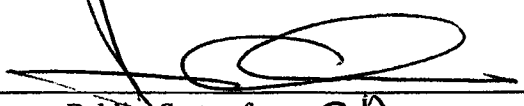

Notary Public, State of CA
Printed Name: Joseph Chan
My commission expires: Oct 18, 2016

EXHIBIT A

All of that certain parcel of land situate at Waipio, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

LOT 96, area 0.203 acre, more or less,

as shown on Map 35, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1000 of John Ii Estate, Limited.

Being the land(s) described in Transfer Certificate of Title No. 468,718 issued to CASTLE & COOKE HOMES HAWAII, INC., a Hawaii corporation, by Land Court Order No. 123048, filed January 5, 1996.

TOGETHER WITH a non-exclusive, appurtenant easement for access purposes over, across, along and upon Lot 4204-A, as shown on Map 513, of Land Court Application No. 1000; said Lot 4204-A being land described in Transfer Certificate of Title No. 1089911.

ALSO TOGETHER WITH access to a public highway over the overcrossing structure within Easement 2848 as shown on Map 513, and thence over Easements 905, 906 and 908 as shown on Map 348 within Lot 4204-B, and over Easement 904 affecting Lot 4206-A-3, and over Easement 903 within Lot 4205.

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Real property taxes not yet due or owing, including, without limitation, any rollback or retroactive taxes due to changes in the use of the Property.
2. Any agricultural dedications filed with the City and County of Honolulu Real Property Assessment division covering the Property, or portions thereof.
3. Mineral and water rights of any nature.
4. The terms and provisions contained in that unrecorded letter agreement dated November 27, 1956, granting in favor of the United States Government, access rights as to portions of the Property in order to operate and maintain a gauging station in or on Kipapa Stream adjacent to the Property.
5. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT FOR ISSUANCE OF
CONDITIONAL USE PERMIT UNDER SECTION
21-5.380 OF THE LAND USE ORDINANCE

DATED : September 24, 2014

FILED : Land Court Document No. T-9068254

6. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.
7. Any matters which an archaeological study would disclose.
8. Any rights or interests which may exist or arise by reason of the following facts shown on survey map prepared by Lance T. Stevens, Land Surveyor, with Controlpoint Surveying, Inc., dated February 12, 2014, and revised November 18, 2014:
 - (A) Various dirt roads, if any, affecting the subject Lot 96, as shown on the Map.
 - (B) As a result of the overall size of the surveyed land, its terrain, and the lack of access to certain areas of the surveyed land, there are portions of the perimeter boundary that were not observed during the ground survey. There may be other access locations, and structures or improvements along boundaries that were not observed as a result of the same and therefore are not shown on this survey map.
9. Any unrecorded leases and license agreements, and matters arising from or affecting the same.
10. GRANT in favor of WAI AHOLE WATER COMPANY, LIMITED, a Hawaii corporation, dated May 21, 1913, recorded in Liber 392 at Page 276; granting right of easement for water conduit and irrigation system purposes.

Said above Grant was assigned to WAI AHOLE IRRIGATION COMPANY, LIMITED, a Hawaii corporation, by instrument dated September 18, 1970, filed as Land Court Document No. 513858, and further assigned to AGRIBUSINESS DEVELOPMENT CORPORATION, a public instrumentality of the State of Hawaii, by instrument dated

July 9, 1999, but effective as of July 9, 1999, filed as Land Court Document No. 2558831, recorded as Document No. 99-109934.

END OF EXHIBIT A

241
251



STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

December 23, 2014 8:01 AM

Doc No(s) T-9122145
on Cert(s) 488718
Issuance of Cert(s) 1089908



/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

1 7/11
B-32564472

DML

Conveyance Tax: \$30,800.00

LAND COURT

REGULAR SYSTEM

RETURN BY MAIL () OR PICKUP () TO:

D. SCOTT MACKINNON, ESQ.
MCCORRISTON MILLER MUKAI MACKINNON
500 ALA MOANA BLVD
FIVE WATERFRONT PLAZA, 4TH FLR
HONOLULU, HI 96813

TGOH 201444942-S
TGES 210-14051323
BARBARA PAULO

7
LC

Tax Map Key: (1) 9-5-003-001 (por)

Total Pages: 15

LIMITED WARRANTY DEED
WITH RESERVATIONS AND COVENANTS

THIS LIMITED WARRANTY DEED WITH RESERVATIONS AND COVENANTS (this "*Deed*"), is made this 23 day of December, 2014, by and between **CASTLE & COOKE HOMES HAWAII, INC.**, a Hawaii corporation, whose address is 680 Iwilei Road, Suite 510, Honolulu, Hawaii 96817, hereinafter called "*Grantor*", and **RENEWABLES LAND HOLDINGS, LLC**, a Delaware limited liability company, whose address is 179 Lincoln Street, Suite 500, Boston, Massachusetts 02111, hereinafter called "*Grantee*",

WITNESSETH:

That for Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and transfer unto Grantee, and Grantee's successors and assigns, in fee simple, all of Grantor's right, title and interest in and to the property more particularly described in Exhibit A attached hereto and made a part hereof (the "*Property*");

EXCLUDING from the conveyance, however, all existing rights of the Grantor to the allocation of water and any permits relating thereto, which belong to Grantor and shall be excluded from the Property, and which may have been appurtenant to the

Property prior to this conveyance, but which are being excluded, excepted and reserved by the Grantor;

FURTHER EXCLUDING from the conveyance, however, all easements and rights heretofore granted for access purposes appurtenant to the Property as may have been set forth in any instrument, including but not limited to Land Court Orders, recorded or referenced in any document recorded prior to this Deed, it being understood and agreed that the right of access set forth in Exhibit A shall supersede all previous provisions for access, subject to Grantor's reservations below;

EXCEPTING AND RESERVING, however, unto the Grantor, its successors and assigns, (i) the right to relocate any access and easement rights set forth, described or reserved in Exhibit A, in any document described or referred to in Exhibit A (including any amendments to any such document prior to the date of this Deed), or in the following subparagraph (iii); (ii) the right to delete, terminate or cancel any access or easement rights set forth, described or reserved in Exhibit A, in any document described or referred to in Exhibit A (including any amendments to any such document prior to the date of this Deed), in the foregoing subparagraph (i) or in the following subparagraph (iii), in the case of and effective upon the dedication of any area(s) affected by such access or easement rights to a governmental authority or public utility; and (iii) easements for ingress and egress purposes, easements for access purposes, easements for electrical, gas, telephone, cable television, communications and other utility purposes, easements for sanitary sewer, drainage and drain line, waterline and flowage purposes, and easements for landscape purposes over, under, across, along, upon and through the Property, which easements are or may be so designated on any existing or subsequent map or maps of Land Court Application No. 1000 and/or on any subdivision map which includes all or any portion of the Property and/or are or may be so declared, granted or otherwise provided under any document recorded against the Property in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**"), together with the right to designate easements within the Property for the aforesaid purposes, if necessary or desirable, and together also with rights of reasonable access thereto in connection with the exercise of said easements rights, and together also with the right to grant to the State of Hawaii, City and County of Honolulu, the Board of Water Supply of the City and County of Honolulu, the United States of America, the owners of lots in the surrounding community, any appropriate governmental agency, public or private utility, and/or any other corporation, partnership, entity, or individual, easement(s) for any such purposes within said easements over, under, across, along, upon and through the Property, and together also with the right to also delete or cancel any easements that are not required or no longer serve the aforesaid purposes; provided, however, that with respect to any easements not yet designated, declared, granted or provided (but excluding any easements described or referred to in Exhibit A attached hereto), such reserved easement rights must be exercised in such manner as to not unreasonably interfere with, impair, or

hinder the use of the Property by the Grantee, and shall not be located on the Property in any manner which unreasonably impairs, hinders, or interferes with Grantee's construction, installation, operation and use of any improvements on the Property.

TO HAVE AND TO HOLD the same, together with Grantor's right, title and interest in all improvements thereon, all rights, privileges, appurtenances and easements held or enjoyed in connection therewith, all rents, issues and profits therefrom, unto Grantee, its successors and assigns, forever; subject however to the encumbrances and other matters described in Exhibit A and also to the terms, reservations, covenants, agreements, conditions and restrictions contained in this Deed.

AND Grantor does hereby covenant and agree with Grantee that Grantor has good right to sell and convey its interest in the Property and that the Property hereby conveyed is free and clear from all encumbrances made or permitted by Grantor, except for real property taxes for the current year which are to be prorated as of the date this Deed is recorded, and except as provided in this Deed or as shown in Exhibit A, and except as disclosed to or known by Grantee, and that Grantor will WARRANT AND DEFEND the foregoing unto Grantee against the lawful claims of all persons claiming by, through or under the Grantor, except for the matters set forth herein or in Exhibit A.

Grantee's Covenants

AND ALSO, in consideration of the foregoing, Grantee, for itself and its successors and assigns, does hereby covenant and agree as follows:

A. Property Conveyed "AS IS". IT IS AGREED AND UNDERSTOOD that Grantee is acquiring the Property "AS IS", WITH ALL FAULTS AND DEFECTS, IN ITS PRESENT STATE AND CONDITION, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES AS TO THE CONDITION, USE, HABITABILITY, HISTORY, FITNESS FOR ANY PURPOSE OR USE, OR STRUCTURAL SOUNDNESS OF THE PROPERTY. Grantee hereby assumes all risk with respect to the condition of the Property, whether known or unknown, foreseeable or unforeseeable, including without limitation the soils conditions, environmental conditions (including leaching, migration, spills, run-off and the like in, upon, under, above, through, into and from the Property), debris and illegal dumping, drainage conditions, water availability or quality, the availability of utilities, all matters that would be shown in an ALTA survey, encroachments, zoning, land use regulations, restricted or prohibited uses under applicable governmental laws, archaeological and historic sites, rights of native tenants and surrounding uses. Neither Grantee nor any persons or parties claiming by, through or under Grantee ("Grantee's Related Parties") nor any subsequent owner or other person occupying, using or possessing the Property shall have any claim against Grantor with respect to any of the conditions or risks of the Property, physical, legal or

otherwise, assumed by Grantee hereunder. Grantee hereby agrees to release, hold harmless, indemnify and defend Grantor from and against any and all claims and liability (including, without limitation, all attorneys' fees and costs relating thereto), including but not limited to any claims for contribution and indemnity, asserted or sustained by Grantee or any of Grantee's Related Parties, relating to any of the conditions of the Property assumed by Grantee hereunder and/or any of the risks assumed by Grantee hereunder in respect of the condition of the Property. The foregoing covenants shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, as a covenant running with the land.

B. Conditions Affecting Property. The Grantee understands, acknowledges, covenants and agrees to the following:

1. Military Effects. The Property is located in the vicinity of Pearl Harbor, Wheeler Army Airfield, Schofield Barracks and an area near Waikakalaua Gulch sometimes called the East Range. Military activities, including but not limited to training, will be conducted on or near such locations, and aircraft may fly in the proximity of or directly over the Property. Low flying aircraft, explosive and other related noise is created from such exercises, which can occur at any time, including the late evening, early morning hours and weekends. Such overflights and other military activities may result in noise, dust, vibration, and other nuisances, disturbances or hazards (collectively the "*Military Effects*") to persons and property on or within the Property.

2. Agricultural Effects. The Property is located on and is near or adjacent to land and easements previously, currently or in the future used for or in connection with agricultural operations, which may include, but are not limited to, open burning, trucking, plowing, hauling, fertilizing, grading, storing, herbicide and pesticide spraying, crop dusting, water diversion, irrigation, and all other activities incidental to the planting, cultivation, harvesting, and processing of crops, including night time activities, and the grazing and raising of livestock, poultry and other animals, which may from time to time have caused or cause surface water runoff, noise, soot, smoke, dust, light, heat, vapors, odors, chemicals, vibrations, insect pests and other substances and phenomena of every description (collectively the "*Agricultural Effects*") to be discharged, emitted, dispersed or transmitted over, into and upon the Property which may bother or be a nuisance or hazard to the Grantee and to persons or property on or within the Property. Grantee also acknowledges that the Hawaii Right To Farm Act (Chapter 165 of the Hawaii Revised Statutes) and Hawaii law limit the circumstances under which farming operations may be deemed to be a nuisance.

3. Landfill Effects. Solid Waste Management Permits were issued to Mililani Town, Inc., on March 20, 1975, and March 10, 1980, to operate a private sanitary landfill on a portion of that certain land identified by Tax Map Key

No. (1) 9-5-003-001. The operation involved a landfill area of approximately 5 acres and a borrow area of approximately 4.5 acres. Disposed products included pineapple cannery waste, wooden skips, cardboard boxes, cans, pineapple field waste such as plant toppings, and inert building construction material from Mililani Town such as concrete, untreated lumber and metals. The use of the landfill was terminated around August 1981. In addition, several empty barrels which previously contained the pesticide DBCP were disposed, along with materials used to absorb minor spillage of the pesticide. The landfill and the items disposed of on said land may bother or be a nuisance or hazard to the Grantee and to persons or property on or within the Property.

4. Soil Classification Effects. To the extent that the Property consists of land within the agricultural district with soil classified by the land study bureau's detailed land classification as overall (master) productivity rating class A or B, such portions of the Property are subject to the restriction on uses as prescribed in Section 205-4.5 of the Hawaii Revised Statutes, and to the condition that uses be primarily in pursuit of an agricultural activity. These restrictions and conditions, to the extent applicable, shall be deemed encumbrances running with the land until such time that the land is reclassified to a land use district other than agricultural district.

5. Utility Effects. The Property may contain or is or may be located adjacent to or in the vicinity of electric, water and other utilities and facilities and public roads and thoroughfares including, without limitation, such things as electrical substations, high powered electrical transmission lines, water pump stations, water tanks, water quality basins, drainage facilities, reservoirs, freeways and exit ramps which may result in nuisances, such as noise and dust, disturbances or hazards (collectively the "Utility Effects") to persons and to property on or within the Property. In recent years, concerns have been raised about possible adverse health effects of electric and magnetic fields from power lines. The Grantor is not insuring or guaranteeing the health of Grantee or other occupiers or users of the Property and disclaims liability for personal injury, illness, death or any other loss or damage caused by or arising from the Utility Effects including, without limitation, the presence or malfunction of any electrical distribution systems that may be located adjacent to, near, over, on, under or within any part of the Property.

6. Historic Property Effects. Waiahole Ditch lands and improvements may be owned by a governmental agency, and may be located within or in the vicinity of the Property. Such improvements may be considered as historic structures by the State of Hawaii Historic Preservation Division of the Department of Land and Natural Resources or other governmental authority, and may be subject to protections afforded to historic properties. Such protections may affect the Property and the use thereof.

C. Grant of Easements. Grantee consents and agrees to the grant by the Grantor, its successors or assigns, to the State of Hawaii, the City and County of Honolulu, the United States of America, or other appropriate governmental agency or private or public utility, or other corporation, partnership, individual or entity, of any of the easement rights expressly reserved in favor of Grantor as hereinbefore provided, but subject to the limitations applicable thereto. Grantee further agrees and covenants to, at no cost to Grantor, promptly execute and deliver such instruments and take such other actions as Grantor may request in order to effectuate such grants and rights of the aforesaid reserved easement rights and to carry out the terms hereof. The Grantee further covenants and agrees to join in and execute, upon request by Grantor or its successors or assigns, any and all documents designating, confirming, granting and/or terminating any of the easements that have been expressly reserved by the Grantor or Grantor has reserved rights for, including but not limited to applications for subdivision and other government agency approvals and Land Court petitions, as appropriate. Grantee grants to Grantor an irrevocable power of attorney coupled with an interest to execute any such documents on Grantee's behalf; provided, however, that Grantor shall not use such power of attorney unless the Grantee fails to execute and deliver any such documents to the Grantor within fifteen (15) days following Grantor's written request therefor. The provisions of this instrument that would be prohibited without subdivision or other approval of a government agency shall be deemed in escrow and contingent and without effect until such approval is obtained.

D. Remedies. The violation or breach of any of the covenants, conditions, agreements or restrictions contained herein on the part of the Grantee to be observed or performed shall give Grantor the right to prosecute a proceeding at law or in equity against Grantee to prevent or enjoin Grantee from violating or breaching any of the covenants, conditions, agreements or restrictions, or to cause said violation or breach to be remedied, or to recover damages or other remedies available for such violation or breach. Grantor shall be entitled to recover reasonable fees, costs and expenses as may have been incurred by Grantor for attorneys in enforcing its rights hereunder.

E. Covenants Running with the Land; Duration. Except as otherwise expressly provided herein, each and all of Grantor's reservations and Grantee's covenants, agreements, conditions and restrictions contained above are perpetual and intended to run with the land in favor of the Grantor, its successors and assigns, and are expressly binding upon the Property, and each portion thereof, and each successive owner of the Property, and each portion thereof, and each person having any right, title or interest in the Property or any portion thereof, unless and until Grantor shall relinquish and permanently waive any of its rights, but only with respect to the specific rights waived, as evidenced by the filing of a written notice of such waiver in the Land Court.

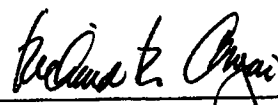
The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals, partnerships, trustees, limited liability companies, corporations or other entities and their and each of their respective successors, heirs, personal representatives, successors in trust and assigns, according to the context thereof. All covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed elsewhere herein.

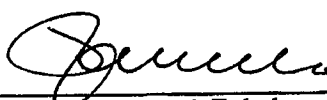
This Deed may be executed in counterparts, each of which shall be deemed an original, but all of which taken together, shall constitute one and the same instrument. For all purposes, including, without limitation, recordation, filing and delivery of this document, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)]

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

**CASTLE & COOKE HOMES HAWAII,
INC., a Hawaii corporation**

By: 
Name: Richard R. Anzai
Title: Vice President & Controller

By: 
Name: Troy T. Fukuhara
Title: Vice President & Asst. Secretary

"GRANTOR"

**RENEWABLES LAND HOLDINGS, LLC,
a Delaware limited liability company**

By: **First Wind Holdings, LLC,
a Delaware limited liability company
Its Member**

By: _____
Name:
Title:

"GRANTEE"

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

**CASTLE & COOKE HOMES HAWAII,
INC., a Hawaii corporation**

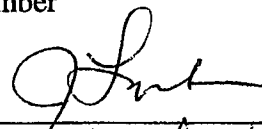
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

"GRANTOR"

**RENEWABLES LAND HOLDINGS, LLC,
a Delaware limited liability company**

By: First Wind Holdings, LLC,
a Delaware limited liability company
Its Member

By:  _____
Name: Jennifer Lortens
Title: Assistant Secretary

"GRANTEE"

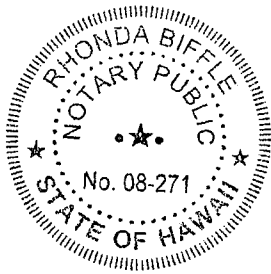
STATE OF HAWAII

) SS.

CITY AND COUNTY OF HONOLULU

On this 18th day of December, 2014, before me personally appeared

TROY T. FUKUHARA and RICHARD R. ANZAI, to me personally known, who being by me duly sworn, did say that they are the Vice President & Assistant Secretary and Vice President, Controller & Assistant Secretary, respectively, of CASTLE & COOKE HOMES HAWAI'I, INC., a Hawai'i Corporation; that this 14-page Limited Warranty Deed With Reservations And Covenants dated (undated at time of notary) was signed on behalf of said corporation by authority of its Board of Directors; and the said officers acknowledged said instrument to be the free act and deed of said corporation. Said corporation does not have a corporate seal.



Rhonda Ruffalo
Notary Public, State of Hawaii
First Judicial Circuit

Rhonda Biffle
Printed Name of Notary

My commission expires: August 3, 2016

STATE OF CA)
COUNTY OF San Francisco) SS.

On this 16 day of December, 2014, before me personally appeared Jennifer Lortens, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.



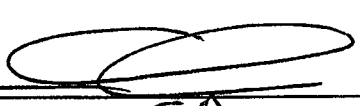

Notary Public, State of CA
Printed Name: Joseph Chan
My commission expires: Oct 18, 2016

EXHIBIT A

All of that certain parcel of land situate at Waipio, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

97-B-4-A, area 366.319 acres, and
97-B-4-B, area 34.800 acres, more or less,

as shown on Map 1047, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1000 of John Ii Estate, Limited.

Being the land(s) described in Transfer Certificate of Title No. 468,718 issued to CASTLE & COOKE HOMES HAWAII, INC., a Hawaii corporation, by Land Court Order No. 123048, filed January 5, 1996.

-As to LOTS 97-B-4-A and 97-B-4-B:-

TOGETHER WITH a non-exclusive, appurtenant easement for access purposes over, across, along and upon Lots 1-A-22-C-1, 1-A-22-D-1 and 1-A-22-E-1, as shown on Map 1047, thence over, across, along and upon Lot 4204-A, as shown on Map 513, of Land Court Application No. 1000; said Lots 1-A-22-C-1, 1-A-22-D-1 and 1-A-22-E-1 being lands described in Transfer Certificate of Title No. 1089910 and said Lot 4204-A being land described in Transfer Certificate of Title No. 1089911.

ALSO TOGETHER WITH access to a public highway over the overcrossing structure within Easement 2848 as shown on Map 513, and thence over Easements 905, 906 and 908 as shown on Map 348 within Lot 4204-B, and over Easement 904 affecting Lot 4206-A-3, and over Easement 903 within Lot 4205.

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Real property taxes not yet due or owing, including, without limitation, any rollback or retroactive taxes due to changes in the use of the Property.
2. Any agricultural dedications filed with the City and County of Honolulu Real Property Assessment division covering the Property, or portions thereof.
3. Mineral and water rights of any nature.
4. The terms and provisions contained in that unrecorded letter agreement dated November 27, 1956, granting in favor of the United States Government, access rights as to portions of the Property in order to operate

and maintain a gauging station in or on Kipapa Stream adjacent to the Property.

5. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT FOR ISSUANCE OF
CONDITIONAL USE PERMIT UNDER SECTION
21-5.380 OF THE LAND USE ORDINANCE

DATED : September 24, 2014

FILED : Land Court Document No. T-9068254

6. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.
7. Any matters which an archaeological study would disclose.
8. Any rights or interests which may exist or arise by reason of the following facts shown on survey map prepared by Lance T. Stevens, Land Surveyor, with Controlpoint Surveying, Inc., dated February 12, 2014, and revised November 18, 2014:
- (A) Dirt road along Lot 1-A-22-D-1 and it continues across over Lot 97-B-4-A.
 - (B) Various dirt roads, if any, affecting the subject Lots 97-B-4-A and 97-B-4-B, as shown on the Map.
 - (C) As a result of the overall size of the surveyed land, its terrain, and the lack of access to certain areas of the surveyed land, there are portions of the perimeter boundary that were not observed during the ground survey. There may be other access locations, and structures or improvements along boundaries that were not observed as a result of the same and therefore are not shown on this survey map.
9. Any unrecorded leases and license agreements, and matters arising from or affecting the same.

AS TO LOTS 97-B-4-A and 97-B-4-B

10. The terms and provisions contained in DECLARATION OF TAKING filed in the District Court of the United States for the District of Hawaii, Civil

No. 541, on November 9, 1944, filed as Land Court Document No. 88589. The foregoing includes, but is not limited to, matters relating to easements for the locations of Kipapa Tunnels project.

Said above Declaration was amended by instrument filed in said above Court on March 16, 1950, filed as Land Court Document No. 133480.

11. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., dated August 21, 1957, filed as Land Court Document No. 209937; granting an easement for utility purposes, as shown on map attached thereto. CONSENT thereto by instrument filed as Land Court Document No. 209938.
12. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, dated April 4, 1984, filed as Land Court Document No. 1228785; granting an easement for utility purposes, as shown on map attached thereto. CONSENT thereto by instrument filed as Land Court Document No. 1228786.
13. ABUTTER'S RIGHTS OF ACCESS as set forth in AMENDED FINAL ORDER OF CONDEMNATION, filed as Land Court Document No. 2420628.
14. RESTRICTION OF ACCESS RIGHTS as shown on Map 1047, as set forth by Land Court Order No. 141640, filed April 23, 2001.

AS TO LOT 97-B-4-A only

15. The terms and provisions contained in the following:

INSTRUMENT : ACCESS AGREEMENT (KOA RIDGE RANCH)

DATED : December 12, 2000

FILED : Land Court Document No. 2672278

PARTIES : CASTLE & COOKE HOMES HAWAII, INC. and
CASTLE & COOKE, INC., both Hawaii corporations,
"Owner", and THE NATURE CONSERVANCY, a
District of Columbia non-profit corporation, "TNC"

CONSENT : Given by Bankers Trust Company, as Administrative
agent, by instrument dated November 28, 2000

FIRST AMENDMENT TO ACCESS AGREEMENT dated as of September 17, 2001, filed as Land Court Document No. 2737896; re: replacing Exhibit "A" attached thereto.

16. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, dated August 1, 1961, filed as Land Court Document No. 282830; granting a right and easement for utility purposes, as shown on map attached thereto.
17. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., dated June 7, 1963, filed as Land Court Document No. 310943; granting an easement for utility purposes, as shown on map attached thereto. CONSENT thereto by instrument filed as Land Court Document No. 310944.
18. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC. and HAWAIIAN TELEPHONE COMPANY, now known as HAWAIIAN TELCOM, INC., both Hawaii corporations, dated April 4, 1984, filed as Land Court Document No. 1228403 granting a right and easement for utility purposes, as shown on map attached thereto.
19. GRANT in favor of CASTLE & COOKE, INC., a Hawaii corporation, dated December 23 2014 filed as Land Court Document No. 9122142; granting an easement for access purposes.

END OF EXHIBIT A



STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

December 23, 2014 8:01 AM

Doc No(s) T-9122146
on Cert(s) 468718
Issuance of Cert(s) 1089909



/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

1 8/11 DML Conveyance Tax: \$85.00
B-32564472

LAND COURT

REGULAR SYSTEM

D. SCOTT MACKINNON, ESQ.
MCCORRISTON MILLER MUKAI MACKINNON
500 ALA MOANA BLVD
FIVE WATERFRONT PLAZA, 4TH FLR
HONOLULU, HI 96813

TGOH 201444942-8
TGES 210-14051323
BARBARA PAULO

Tax Map Key: (1) 9-5-003-002

Total Pages: 13

LIMITED WARRANTY DEED
WITH RESERVATIONS AND COVENANTS

THIS LIMITED WARRANTY DEED WITH RESERVATIONS AND COVENANTS (this "**Deed**"), is made this 23 day of December, 2014, by and between **CASTLE & COOKE HOMES HAWAII, INC.**, a Hawaii corporation, whose address is 680 Iwilei Road, Suite 510, Honolulu, Hawaii 96817, hereinafter called "**Grantor**", and **RENEWABLES LAND HOLDINGS, LLC**, a Delaware limited liability company, whose address is 179 Lincoln Street, Suite 500, Boston, Massachusetts 02111, hereinafter called "**Grantee**",

WITNESSETH:

That for Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and transfer unto Grantee, and Grantee's successors and assigns, in fee simple, all of Grantor's right, title and interest in and to the property more particularly described in Exhibit A attached hereto and made a part hereof (the "**Property**");

EXCLUDING from the conveyance, however, all existing rights of the Grantor to the allocation of water and any permits relating thereto, which belong to Grantor and

shall be excluded from the Property, and which may have been appurtenant to the Property prior to this conveyance, but which are being excluded, excepted and reserved by the Grantor;

FURTHER EXCLUDING from the conveyance, however, all easements and rights heretofore granted for access purposes appurtenant to the Property as may have been set forth in any instrument, including but not limited to Land Court Orders, recorded or referenced in any document recorded prior to this Deed, it being understood and agreed that the right of access set forth in Exhibit A shall supersede all previous provisions for access, subject to Grantor's reservations below;

EXCEPTING AND RESERVING, however, unto the Grantor, its successors and assigns, (i) the right to relocate any access and easement rights set forth, described or reserved in Exhibit A, in any document described or referred to in Exhibit A (including any amendments to any such document prior to the date of this Deed), or in the following subparagraph (iii); (ii) the right to delete, terminate or cancel any access or easement rights set forth, described or reserved in Exhibit A, in any document described or referred to in Exhibit A (including any amendments to any such document prior to the date of this Deed), in the foregoing subparagraph (i) or in the following subparagraph (iii), in the case of and effective upon the dedication of any area(s) affected by such access or easement rights to a governmental authority or public utility; and (iii) easements for ingress and egress purposes, easements for access purposes, easements for electrical, gas, telephone, cable television, communications and other utility purposes, easements for sanitary sewer, drainage and drain line, waterline and flowage purposes, and easements for landscape purposes over, under, across, along, upon and through the Property, which easements are or may be so designated on any existing or subsequent map or maps of Land Court Application No. 1000 and/or on any subdivision map which includes all or any portion of the Property and/or are or may be so declared, granted or otherwise provided under any document recorded against the Property in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**"), together with the right to designate easements within the Property for the aforesaid purposes, if necessary or desirable, and together also with rights of reasonable access thereto in connection with the exercise of said easements rights, and together also with the right to grant to the State of Hawaii, City and County of Honolulu, the Board of Water Supply of the City and County of Honolulu, the United States of America, the owners of lots in the surrounding community, any appropriate governmental agency, public or private utility, and/or any other corporation, partnership, entity, or individual, easement(s) for any such purposes within said easements over, under, across, along, upon and through the Property, and together also with the right to also delete or cancel any easements that are not required or no longer serve the aforesaid purposes; provided, however, that with respect to any easements not yet designated, declared, granted or provided (but excluding any easements described or referred to in Exhibit A attached hereto), such reserved easement

rights must be exercised in such manner as to not unreasonably interfere with, impair, or hinder the use of the Property by the Grantee, and shall not be located on the Property in any manner which unreasonably impairs, hinders, or interferes with Grantee's construction, installation, operation and use of any improvements on the Property.

TO HAVE AND TO HOLD the same, together with Grantor's right, title and interest in all improvements thereon, all rights, privileges, appurtenances and easements held or enjoyed in connection therewith, all rents, issues and profits therefrom, unto Grantee, its successors and assigns, forever; subject however to the encumbrances and other matters described in Exhibit A and also to the terms, reservations, covenants, agreements, conditions and restrictions contained in this Deed.

AND Grantor does hereby covenant and agree with Grantee that Grantor has good right to sell and convey its interest in the Property and that the Property hereby conveyed is free and clear from all encumbrances made or permitted by Grantor, except for real property taxes for the current year which are to be prorated as of the date this Deed is recorded, and except as provided in this Deed or as shown in Exhibit A, and except as disclosed to or known by Grantee, and that Grantor will WARRANT AND DEFEND the foregoing unto Grantee against the lawful claims of all persons claiming by, through or under the Grantor, except for the matters set forth herein or in Exhibit A.

Grantee's Covenants

AND ALSO, in consideration of the foregoing, Grantee, for itself and its successors and assigns, does hereby covenant and agree as follows:

A. Property Conveyed "AS IS". IT IS AGREED AND UNDERSTOOD that Grantee is acquiring the Property "AS IS", WITH ALL FAULTS AND DEFECTS, IN ITS PRESENT STATE AND CONDITION, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES AS TO THE CONDITION, USE, HABITABILITY, HISTORY, FITNESS FOR ANY PURPOSE OR USE, OR STRUCTURAL SOUNDNESS OF THE PROPERTY. Grantee hereby assumes all risk with respect to the condition of the Property, whether known or unknown, foreseeable or unforeseeable, including without limitation the soils conditions, environmental conditions (including leaching, migration, spills, run-off and the like in, upon, under, above, through, into and from the Property), debris and illegal dumping, drainage conditions, water availability or quality, the availability of utilities, all matters that would be shown in an ALTA survey, encroachments, zoning, land use regulations, restricted or prohibited uses under applicable governmental laws, archaeological and historic sites, rights of native tenants and surrounding uses. Neither Grantee nor any persons or parties claiming by, through or under Grantee ("Grantee's Related Parties") nor any subsequent owner or other person occupying, using or possessing the Property shall have any claim against

Grantor with respect to any of the conditions or risks of the Property, physical, legal or otherwise, assumed by Grantee hereunder. Grantee hereby agrees to release, hold harmless, indemnify and defend Grantor from and against any and all claims and liability (including, without limitation, all attorneys' fees and costs relating thereto), including but not limited to any claims for contribution and indemnity, asserted or sustained by Grantee or any of Grantee's Related Parties, relating to any of the conditions of the Property assumed by Grantee hereunder and/or any of the risks assumed by Grantee hereunder in respect of the condition of the Property. The foregoing covenants shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, as a covenant running with the land.

B. Conditions Affecting Property. The Grantee understands, acknowledges, covenants and agrees to the following:

1. Military Effects. The Property is located in the vicinity of Pearl Harbor, Wheeler Army Airfield, Schofield Barracks and an area near Waikakalaua Gulch sometimes called the East Range. Military activities, including but not limited to training, will be conducted on or near such locations, and aircraft may fly in the proximity of or directly over the Property. Low flying aircraft, explosive and other related noise is created from such exercises, which can occur at any time, including the late evening, early morning hours and weekends. Such overflights and other military activities may result in noise, dust, vibration, and other nuisances, disturbances or hazards (collectively the "*Military Effects*") to persons and property on or within the Property.

2. Agricultural Effects. The Property is located on and is near or adjacent to land and easements previously, currently or in the future used for or in connection with agricultural operations, which may include, but are not limited to, open burning, trucking, plowing, hauling, fertilizing, grading, storing, herbicide and pesticide spraying, crop dusting, water diversion, irrigation, and all other activities incidental to the planting, cultivation, harvesting, and processing of crops, including night time activities, and the grazing and raising of livestock, poultry and other animals, which may from time to time have caused or cause surface water runoff, noise, soot, smoke, dust, light, heat, vapors, odors, chemicals, vibrations, insect pests and other substances and phenomena of every description (collectively the "*Agricultural Effects*") to be discharged, emitted, dispersed or transmitted over, into and upon the Property which may bother or be a nuisance or hazard to the Grantee and to persons or property on or within the Property. Grantee also acknowledges that the Hawaii Right To Farm Act (Chapter 165 of the Hawaii Revised Statutes) and Hawaii law limit the circumstances under which farming operations may be deemed to be a nuisance.

3. Soil Classification Effects. To the extent that the Property consists of land within the agricultural district with soil classified by the land study bureau's

detailed land classification as overall (master) productivity rating class A or B, such portions of the Property are subject to the restriction on uses as prescribed in Section 205-4.5 of the Hawaii Revised Statutes, and to the condition that uses be primarily in pursuit of an agricultural activity. These restrictions and conditions, to the extent applicable, shall be deemed encumbrances running with the land until such time that the land is reclassified to a land use district other than agricultural district.

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5. Historic Property Effects. Waiahole Ditch lands and improvements may be owned by a governmental agency, and may be located within or in the vicinity of the Property. Such improvements may be considered as historic structures by the State of Hawaii Historic Preservation Division of the Department of Land and Natural Resources or other governmental authority, and may be subject to protections afforded to historic properties. Such protections may affect the Property and the use thereof.

C. Grant of Easements. Grantee consents and agrees to the grant by the Grantor, its successors or assigns, to the State of Hawaii, the City and County of Honolulu, the United States of America, or other appropriate governmental agency or private or public utility, or other corporation, partnership, individual or entity, of any of the easement rights expressly reserved in favor of Grantor as hereinbefore provided, but subject to the limitations applicable thereto. Grantee further agrees and covenants to, at no cost to Grantor, promptly execute and deliver such instruments and take such other actions as Grantor may request in order to effectuate such grants and rights of the aforesaid reserved easement rights and to carry out the terms hereof. The Grantee further covenants and agrees to join in and execute, upon request by Grantor or its successors or assigns, any and all documents designating, confirming, granting and/or terminating any of the easements that have been expressly reserved by the Grantor or Grantor has reserved rights for, including but not limited to applications for subdivision and other

government agency approvals and Land Court petitions, as appropriate. Grantee grants to Grantor an irrevocable power of attorney coupled with an interest to execute any such documents on Grantee's behalf; provided, however, that Grantor shall not use such power of attorney unless the Grantee fails to execute and deliver any such documents to the Grantor within fifteen (15) days following Grantor's written request therefor. The provisions of this instrument that would be prohibited without subdivision or other approval of a government agency shall be deemed in escrow and contingent and without effect until such approval is obtained.

D. Remedies. The violation or breach of any of the covenants, conditions, agreements or restrictions contained herein on the part of the Grantee to be observed or performed shall give Grantor the right to prosecute a proceeding at law or in equity against Grantee to prevent or enjoin Grantee from violating or breaching any of the covenants, conditions, agreements or restrictions, or to cause said violation or breach to be remedied, or to recover damages or other remedies available for such violation or breach. Grantor shall be entitled to recover reasonable fees, costs and expenses as may have been incurred by Grantor for attorneys in enforcing its rights hereunder.

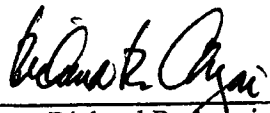
E. Covenants Running with the Land; Duration. Except as otherwise expressly provided herein, each and all of Grantor's reservations and Grantee's covenants, agreements, conditions and restrictions contained above are perpetual and intended to run with the land in favor of the Grantor, its successors and assigns, and are expressly binding upon the Property, and each portion thereof, and each successive owner of the Property, and each portion thereof, and each person having any right, title or interest in the Property or any portion thereof, unless and until Grantor shall relinquish and permanently waive any of its rights, but only with respect to the specific rights waived, as evidenced by the filing of a written notice of such waiver in the Land Court.

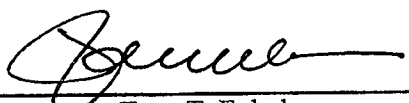
The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals, partnerships, trustees, limited liability companies, corporations or other entities and their and each of their respective successors, heirs, personal representatives, successors in trust and assigns, according to the context thereof. All covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed elsewhere herein.

This Deed may be executed in counterparts, each of which shall be deemed an original, but all of which taken together, shall constitute one and the same instrument. For all purposes, including, without limitation, recordation, filing and delivery of this document, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

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

**CASTLE & COOKE HOMES HAWAII,
INC.,** a Hawaii corporation

By: 
Name: Richard R. Anzai
Title: Vice President & Controller

By: 
Name: Troy T. Fukuhara
Title: Vice President & Asst. Secretary

"GRANTOR"

RENEWABLES LAND HOLDINGS, LLC,
a Delaware limited liability company

By: First Wind Holdings, LLC,
a Delaware limited liability company
Its Member

By: _____
Name: _____
Title: _____

"GRANTEE"

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

**CASTLE & COOKE HOMES HAWAII,
INC., a Hawaii corporation**


By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

"GRANTOR"

**RENEWABLES LAND HOLDINGS, LLC,
a Delaware limited liability company**

By: First Wind Holdings, LLC,
a Delaware limited liability company
Its Member

By:  _____
Name: Jennifer Loo-teas
Title: Assistant Secretary

"GRANTEE"

STATE OF HAWAII

)

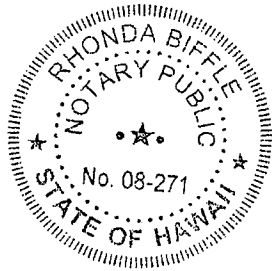
) SS.

CITY AND COUNTY OF HONOLULU

)

On this 18th day of December, 2014, before me personally appeared

TROY T. FUKUHARA and RICHARD R. ANZAI, to me personally known, who being by me duly sworn, did say that they are the Vice President & Assistant Secretary and Vice President, Controller & Assistant Secretary, respectively, of CASTLE & COOKE HOMES HAWAI'I, INC., a Hawai'i Corporation; that this 12-page Limited Warranty Deed With Reservations And Covenants dated (undated at time of notary) was signed on behalf of said corporation by authority of its Board of Directors; and the said officers acknowledged said instrument to be the free act and deed of said corporation. Said corporation does not have a corporate seal.



Armand Buffel

Notary Public, State of Hawaii
First Judicial Circuit

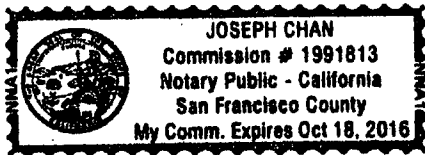
Rhonda Biffle

Printed Name of Notary

My commission expires: August 3, 2016

STATE OF CA)
) SS.
COUNTY OF San Francisco)

On this 16 day of December, 2014, before me personally appeared Jennifer Latens, 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 capacity shown, having been duly authorized to execute such instrument in such capacity.




Notary Public, State of CA

Printed Name: Joseph Chan

My commission expires: Oct 18, 2016

EXHIBIT A

All of that certain parcel of land situate at Waipio, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

✓ 95-A area 7.767 acres, more or less,

as shown on Map 1047, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1000 of John Ii Estate, Limited.

Being the land(s) described in Transfer Certificate of Title No. 468,718 issued to CASTLE & COOKE HOMES HAWAII, INC., a Hawaii corporation, by Land Court Order No. 123048, filed January 5, 1996.

Together with a non-exclusive, appurtenant easement for access purposes over, across, along and upon 1-A-22-E-1, as shown on Map 1047, thence over, across, along and upon Lot 4204-A, as shown on Map 513, of Land Court Application No. 1000; said Lot 1-A-22-E-1 being land described in Transfer Certificate of Title No. 1089910, and said Lot 4204-A being land described in Transfer Certificate of Title No. 1089911.

ALSO TOGETHER WITH access to a public highway over the overcrossing structure within Easement 2848 as shown on Map 513, and thence over Easements 905, 906 and 908 as shown on Map 348 within Lot 4204-B, and over Easement 904 affecting Lot 4206-A-3, and over Easement 903 within Lot 4205.

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Real property taxes not yet due or owing, including, without limitation, any rollback or retroactive taxes due to changes in the use of the Property.
2. Any agricultural dedications filed with the City and County of Honolulu Real Property Assessment division covering the Property, or portions thereof.
3. Mineral and water rights of any nature.
4. The terms and provisions contained in that unrecorded letter agreement dated November 27, 1956, granting in favor of the United States Government, access rights as to portions of the Property in order to operate and maintain a gauging station in or on Kipapa Stream adjacent to the Property.
5. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT FOR ISSUANCE OF
CONDITIONAL USE PERMIT UNDER SECTION
21-5.380 OF THE LAND USE ORDINANCE

DATED : September 24, 2014

FILED : Land Court Document No. T-9068254

6. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.
7. Any matters which an archaeological study would disclose.
8. Any rights or interests which may exist or arise by reason of the following facts shown on survey map prepared by Lance T. Stevens, Land Surveyor, with Controlpoint Surveying, Inc., dated February 12, 2014, and revised November 18, 2014:
 - (A) Various dirt roads, if any, affecting the subject Lot 95-A, as shown on the Map.
 - (B) As a result of the overall size of the surveyed land, its terrain, and the lack of access to certain areas of the surveyed land, there are portions of the perimeter boundary that were not observed during the ground survey. There may be other access locations, and structures or improvements along boundaries that were not observed as a result of the same and therefore are not shown on this survey map.
9. Any unrecorded leases and license agreements, and matters arising from or affecting the same.
10. GRANT in favor of WAIAHOLE WATER COMPANY, LIMITED, a Hawaii corporation, dated May 21, 1913, recorded in Liber 392 at Page 276; granting right of easement for water conduit and irrigation system purposes.

Said above Grant was assigned to WAIAHOLE IRRIGATION COMPANY, LIMITED, a Hawaii corporation, by instrument dated September 18, 1970, filed as Land Court Document No. 513858, and further assigned to AGRIBUSINESS DEVELOPMENT CORPORATION, a public instrumentality of the State of Hawaii, by instrument dated July 9, 1999, but effective as of July 9, 1999, filed as Land Court Document No. 2558831, recorded as Document No. 99-109934.

11. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., dated August 21, 1957, filed as Land Court Document No. 209937; granting an easement for utility purposes, as shown on map attached thereto. CONSENT thereto by instrument filed as Land Court Document No. 209938.
12. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, dated April 4, 1984, filed as Land Court Document No. 1228785; granting an easement for utility purposes, as shown on map attached thereto. CONSENT thereto by instrument filed as Land Court Document No. 1228786.
13. ABUTTER'S RIGHTS OF ACCESS as set forth in AMENDED FINAL ORDER OF CONDEMNATION, filed as Land Court Document No. 2420628.
14. Designation of Easement "6229" for roadway purposes as shown on Map 1047, as set forth by Land Court Order No. 141640 filed April 23, 2001.
15. RESTRICTION OF ACCESS RIGHTS as shown on Map 1047, as set forth by Land Court Order No. 141640, filed April 23, 2001.
16. Access rights in favor of Lot 1-A-22-E-2 over, across, along and upon Lot 95-A as set forth in Limited Warranty Deed With Reservations And Covenants dated December 23 2014 filed as Land Court Document No. 912247.

END OF EXHIBIT A



STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

December 23, 2014 8:01 AM

Doc No(s) T-9122147
on Cert(s) 468718
Issuance of Cert(s) 1089910



/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

1 9/11 DML
B-32564472

Conveyance Tax: \$18,687.50

LAND COURT

REGULAR SYSTEM

RETURN BY MAIL () OR PICKUP () TO:

U
D. SCOTT MACKINNON, ESQ.
MCCORRISTON MILLER MUKAI MACKINNON
500 ALA MOANA BLVD
FIVE WATERFRONT PLAZA, 4TH FLR
HONOLULU, HI 96813

TGOH 201444942-S
TGES 210-14051323
BARBARA PAULO

9
LL

Tax Map Key: (1) 9-5-003-004 (por)

Total Pages: 18

LIMITED WARRANTY DEED
WITH RESERVATIONS AND COVENANTS

THIS LIMITED WARRANTY DEED WITH RESERVATIONS AND COVENANTS (this "**Deed**"), is made this 23 day of December, 2014, by and between **CASTLE & COOKE HOMES HAWAII, INC.**, a Hawaii corporation, whose address is 680 Iwilei Road, Suite 510, Honolulu, Hawaii 96817, hereinafter called "**Grantor**", and **RENEWABLES LAND HOLDINGS, LLC**, a Delaware limited liability company, whose address is 179 Lincoln Street, Suite 500, Boston, Massachusetts 02111, hereinafter called "**Grantee**",

W I T N E S S E T H :

That for Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and transfer unto Grantee, and Grantee's successors and assigns, in fee simple, all of Grantor's right, title and interest in and to the property more particularly described in Exhibit A attached hereto and made a part hereof (the "**Property**");

EXCLUDING from the conveyance, however, all existing rights of the Grantor to the allocation of water and any permits relating thereto, which belong to Grantor and

shall be excluded from the Property, and which may have been appurtenant to the Property prior to this conveyance, but which are being excluded, excepted and reserved by the Grantor;

FURTHER EXCLUDING from the conveyance, however, all easements and rights heretofore granted for access purposes appurtenant to the Property as may have been set forth in any instrument, including but not limited to Land Court Orders, recorded or referenced in any document recorded prior to this Deed, it being understood and agreed that the right of access set forth in Exhibit A shall supersede all previous provisions for access, subject to Grantor's reservations below;

EXCEPTING AND RESERVING, however, unto the Grantor, its successors and assigns, (i) the right to relocate any access and easement rights set forth, described or reserved in Exhibit A, in any document described or referred to in Exhibit A (including any amendments to any such document prior to the date of this Deed), or in the following subparagraph (iii); (ii) the right to delete, terminate or cancel any access or easement rights set forth, described or reserved in Exhibit A, in any document described or referred to in Exhibit A (including any amendments to any such document prior to the date of this Deed), in the foregoing subparagraph (i) or in the following subparagraph (iii), in the case of and effective upon the dedication of any area(s) affected by such access or easement rights to a governmental authority or public utility; and (iii) easements for ingress and egress purposes, easements for access purposes, easements for electrical, gas, telephone, cable television, communications and other utility purposes, easements for sanitary sewer, drainage and drain line, waterline and flowage purposes, and easements for landscape purposes over, under, across, along, upon and through the Property, which easements are or may be so designated on any existing or subsequent map or maps of Land Court Application No. 1000 and/or on any subdivision map which includes all or any portion of the Property and/or are or may be so declared, granted or otherwise provided under any document recorded against the Property in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**"), together with the right to designate easements within the Property for the aforesaid purposes, if necessary or desirable, and together also with rights of reasonable access thereto in connection with the exercise of said easements rights, and together also with the right to grant to the State of Hawaii, City and County of Honolulu, the Board of Water Supply of the City and County of Honolulu, the United States of America, the owners of lots in the surrounding community, any appropriate governmental agency, public or private utility, and/or any other corporation, partnership, entity, or individual, easement(s) for any such purposes within said easements over, under, across, along, upon and through the Property, and together also with the right to also delete or cancel any easements that are not required or no longer serve the aforesaid purposes; provided, however, that with respect to any easements not yet designated, declared, granted or provided (but excluding any easements described or referred to in Exhibit A attached hereto), such reserved easement

rights must be exercised in such manner as to not unreasonably interfere with, impair, or hinder the use of the Property by the Grantee, and shall not be located on the Property in any manner which unreasonably impairs, hinders, or interferes with Grantee's construction, installation, operation and use of any improvements on the Property.

TO HAVE AND TO HOLD the same, together with Grantor's right, title and interest in all improvements thereon, all rights, privileges, appurtenances and easements held or enjoyed in connection therewith, all rents, issues and profits therefrom, unto Grantee, its successors and assigns, forever; subject however to the encumbrances and other matters described in Exhibit A and also to the terms, reservations, covenants, agreements, conditions and restrictions contained in this Deed.

AND Grantor does hereby covenant and agree with Grantee that Grantor has good right to sell and convey its interest in the Property and that the Property hereby conveyed is free and clear from all encumbrances made or permitted by Grantor, except for real property taxes for the current year which are to be prorated as of the date this Deed is recorded, and except as provided in this Deed or as shown in Exhibit A, and except as disclosed to or known by Grantee, and that Grantor will WARRANT AND DEFEND the foregoing unto Grantee against the lawful claims of all persons claiming by, through or under the Grantor, except for the matters set forth herein or in Exhibit A.

Grantee's Covenants

AND ALSO, in consideration of the foregoing, Grantee, for itself and its successors and assigns, does hereby covenant and agree as follows:

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3. Soil Classification Effects. To the extent that the Property consists of land within the agricultural district with soil classified by the land study bureau's

detailed land classification as overall (master) productivity rating class A or B, such portions of the Property are subject to the restriction on uses as prescribed in Section 205-4.5 of the Hawaii Revised Statutes, and to the condition that uses be primarily in pursuit of an agricultural activity. These restrictions and conditions, to the extent applicable, shall be deemed encumbrances running with the land until such time that the land is reclassified to a land use district other than agricultural district.

4. Utility Effects. The Property may contain or is or may be located adjacent to or in the vicinity of electric, water and other utilities and facilities and public roads and thoroughfares including, without limitation, such things as electrical substations, high powered electrical transmission lines, water pump stations, water tanks, water quality basins, drainage facilities, reservoirs, freeways and exit ramps which may result in nuisances, such as noise and dust, disturbances or hazards (collectively the "Utility Effects") to persons and to property on or within the Property. In recent years, concerns have been raised about possible adverse health effects of electric and magnetic fields from power lines. The Grantor is not insuring or guaranteeing the health of Grantee or other occupiers or users of the Property and disclaims liability for personal injury, illness, death or any other loss or damage caused by or arising from the Utility Effects including, without limitation, the presence or malfunction of any electrical distribution systems that may be located adjacent to, near, over, on, under or within any part of the Property.

5. Historic Property Effects. Waiahole Ditch lands and improvements may be owned by a governmental agency, and may be located within or in the vicinity of the Property. Such improvements may be considered as historic structures by the State of Hawaii Historic Preservation Division of the Department of Land and Natural Resources or other governmental authority, and may be subject to protections afforded to historic properties. Such protections may affect the Property and the use thereof.

C. Grant of Easements. Grantee consents and agrees to the grant by the Grantor, its successors or assigns, to the State of Hawaii, the City and County of Honolulu, the United States of America, or other appropriate governmental agency or private or public utility, or other corporation, partnership, individual or entity, of any of the easement rights expressly reserved in favor of Grantor as hereinbefore provided, but subject to the limitations applicable thereto. Grantee further agrees and covenants to, at no cost to Grantor, promptly execute and deliver such instruments and take such other actions as Grantor may request in order to effectuate such grants and rights of the aforesaid reserved easement rights and to carry out the terms hereof. The Grantee further covenants and agrees to join in and execute, upon request by Grantor or its successors or assigns, any and all documents designating, confirming, granting and/or terminating any of the easements that have been expressly reserved by the Grantor or Grantor has reserved rights for, including but not limited to applications for subdivision and other

government agency approvals and Land Court petitions, as appropriate. Grantee grants to Grantor an irrevocable power of attorney coupled with an interest to execute any such documents on Grantee's behalf; provided, however, that Grantor shall not use such power of attorney unless the Grantee fails to execute and deliver any such documents to the Grantor within fifteen (15) days following Grantor's written request therefor. The provisions of this instrument that would be prohibited without subdivision or other approval of a government agency shall be deemed in escrow and contingent and without effect until such approval is obtained.

D. Remedies. The violation or breach of any of the covenants, conditions, agreements or restrictions contained herein on the part of the Grantee to be observed or performed shall give Grantor the right to prosecute a proceeding at law or in equity against Grantee to prevent or enjoin Grantee from violating or breaching any of the covenants, conditions, agreements or restrictions, or to cause said violation or breach to be remedied, or to recover damages or other remedies available for such violation or breach. Grantor shall be entitled to recover reasonable fees, costs and expenses as may have been incurred by Grantor for attorneys in enforcing its rights hereunder.


E. Covenants Running with the Land; Duration. Except as otherwise expressly provided herein, each and all of Grantor's reservations and Grantee's covenants, agreements, conditions and restrictions contained above are perpetual and intended to run with the land in favor of the Grantor, its successors and assigns, and are expressly binding upon the Property, and each portion thereof, and each successive owner of the Property, and each portion thereof, and each person having any right, title or interest in the Property or any portion thereof, unless and until Grantor shall relinquish and permanently waive any of its rights, but only with respect to the specific rights waived, as evidenced by the filing of a written notice of such waiver in the Land Court.

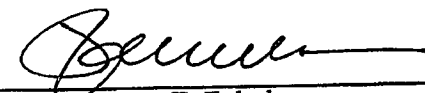
The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals, partnerships, trustees, limited liability companies, corporations or other entities and their and each of their respective successors, heirs, personal representatives, successors in trust and assigns, according to the context thereof. All covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed elsewhere herein.

This Deed may be executed in counterparts, each of which shall be deemed an original, but all of which taken together, shall constitute one and the same instrument. For all purposes, including, without limitation, recordation, filing and delivery of this document, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

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

**CASTLE & COOKE HOMES HAWAII,
INC.,** a Hawaii corporation

By: 
Name: Richard R. Anzai
Title: Vice President & Controller

By: 
Name: Troy T. Fukuhara
Title: Vice President & Asst. Secretary

"GRANTOR"

RENEWABLES LAND HOLDINGS, LLC,
a Delaware limited liability company

By: First Wind Holdings, LLC,
a Delaware limited liability company
Its Member

By: _____
Name: _____
Title: _____

"GRANTEE"

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

**CASTLE & COOKE HOMES HAWAII,
INC., a Hawaii corporation**

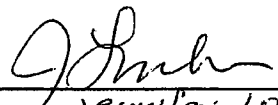
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

"GRANTOR"

**RENEWABLES LAND HOLDINGS, LLC,
a Delaware limited liability company**

By: First Wind Holdings, LLC,
a Delaware limited liability company
Its Member

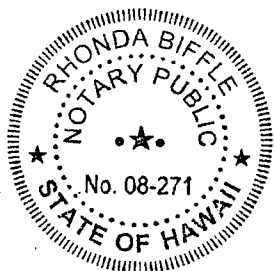
By: 
Name: Jennifer Loutens
Title: Assistant Secretary

"GRANTEE"

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

On this 18th day of December, 2014, before me personally appeared

TROY T. FUKUHARA and RICHARD R. ANZAI, to me personally known, who being by me duly sworn, did say that they are the Vice President & Assistant Secretary and Vice President, Controller & Assistant Secretary, respectively, of CASTLE & COOKE HOMES HAWAI'I, INC., a Hawai'i Corporation; that this 11-page Limited Warranty Deed With Reservations And Covenants dated (undated at time of notary) was signed on behalf of said corporation by authority of its Board of Directors; and the said officers acknowledged said instrument to be the free act and deed of said corporation. Said corporation does not have a corporate seal.



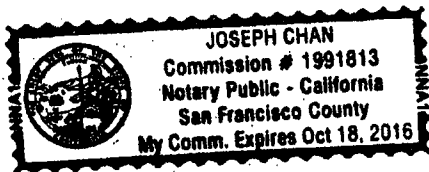
Rhonda Biffle
Notary Public, State of Hawaii
First Judicial Circuit

Rhonda Biffle
Printed Name of Notary

My commission expires: August 3, 2016

STATE OF CA)
COUNTY OF San Francisco) SS.

On this 16 day of December, 2014, before me personally appeared Jennifer Latens 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 capacity shown, having been duly authorized to execute such instrument in such capacity.



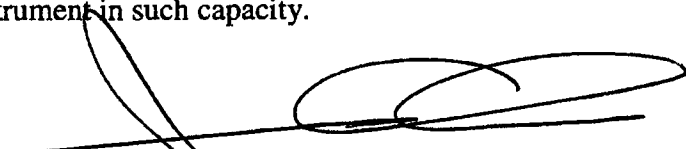

Notary Public, State of CA
Printed Name: Joseph Chan
My commission expires: Oct 18, 2016

EXHIBIT A

All of that certain parcel of land situate at Waipio, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

1-A-22-C-1, area 158.512 acres,
1-A-22-D-1, area 2.201 acres,
1-A-22-E-1, area 181.718 acres, and
1-A-22-E-2, area 1.213 acres, more or less,

as shown on Map 1047, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1000 of John Ii Estate, Limited.

Being the land(s) described in Transfer Certificate of Title No. 468,718 issued to CASTLE & COOKE HOMES HAWAII, INC., a Hawaii corporation, by Land Court Order No. 123048, filed January 5, 1996.

-As to LOT 1-A-22-C-1:-

TOGETHER WITH a non-exclusive, appurtenant easement for access purposes over, across, along and upon Lots 1-A-22-D-1 and 1-A-22-E-1, as shown on Map 1047, thence over, across, along and upon Lot 4204-A, as shown on Map 513, of Land Court Application No. 1000; said Lots 1-A-22-D-1 and 1-A-22-E-1 being lands described in Transfer Certificate of Title No. 1089910 and said Lot 4204-A being land described in Transfer Certificate of Title No. 1089911.

ALSO TOGETHER WITH access to a public highway over the overcrossing structure within Easement 2848 as shown on Map 513, and thence over Easements 905, 906 and 908 as shown on Map 348 within Lot 4204-B, and over Easement 904 affecting Lot 4206-A-3, and over Easement 903 within Lot 4205.

-As to LOT 1-A-22-D-1:-

TOGETHER WITH a non-exclusive, appurtenant easement for access purposes over, across, along and upon Lot 1-A-22-E-1, as shown on Map 1047, thence over, across, along and upon Lot 4204-A, as shown on Map 513, of Land Court Application No. 1000; said Lot 1-A-22-E-1 being land described in Transfer Certificate of Title No. 1089910 and said Lot 4204-A being land described in Transfer Certificate of Title No. 1089911.

ALSO TOGETHER WITH access to a public highway over the overcrossing structure within Easement 2848 as shown on Map 513, and thence over Easements 905, 906 and 908 as shown on Map 348 within Lot 4204-B, and over Easement 904 affecting Lot 4206-A-3, and over Easement 903 within Lot 4205.

-As to LOT 1-A-22-E-1:-

TOGETHER WITH a non-exclusive, appurtenant easement for access purposes over, across, along and upon Lot 4204-A, as shown on Map 513, of Land Court Application No. 1000; said Lot 4204-A being land described in Transfer Certificate of Title No. 1089911.

ALSO TOGETHER WITH access to a public highway over the overcrossing structure within Easement 2848 as shown on Map 513, and thence over Easements 905, 906 and 908 as shown on Map 348 within Lot 4204-B, and over Easement 904 affecting Lot 4206-A-3, and over Easement 903 within Lot 4205.

-As to LOT 1-A-22-E-2:-

TOGETHER WITH a non-exclusive, appurtenant easement for access purposes over, across, along and upon Lot 95-A, as shown on Map 1047, thence over, across, along and upon Lot 1-A-22-E-1, as shown on Map 1047, thence over, across, along and upon Lot 4204-A, as shown on Map 513, of Land Court Application No. 1000; said Lot 95-A being land described in Transfer Certificate of Title No. 1089909, said Lot 1-A-22-E-1 being land described in Transfer Certificate of Title No. 1089910, and said Lot 4204-A being land described in Transfer Certificate of Title No. 1089911.

ALSO TOGETHER WITH access to a public highway over the overcrossing structure within Easement 2848 as shown on Map 513, and thence over Easements 905, 906 and 908 as shown on Map 348 within Lot 4204-B, and over Easement 904 affecting Lot 4206-A-3, and over Easement 903 within Lot 4205.

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Real property taxes not yet due or owing, including, without limitation, any rollback or retroactive taxes due to changes in the use of the Property.
2. Any agricultural dedications filed with the City and County of Honolulu Real Property Assessment division covering the Property, or portions thereof.
3. Mineral and water rights of any nature.
4. The terms and provisions contained in that unrecorded letter agreement dated November 27, 1956, granting in favor of the United States Government, access rights as to portions of the Property in order to operate and maintain a gauging station in or on Kipapa Stream adjacent to the Property.

5. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT FOR ISSUANCE OF
CONDITIONAL USE PERMIT UNDER SECTION
21-5.380 OF THE LAND USE ORDINANCE
DATED : September 24, 2014
FILED : Land Court Document No. T-9068254

6. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.
7. Any matters which an archaeological study would disclose.
8. Any rights or interests which may exist or arise by reason of the following facts shown on survey map prepared by Lance T. Stevens, Land Surveyor, with Controlpoint Surveying, Inc., dated February 12, 2014, and revised November 18, 2014:
- (A) Dirt road across property line between Lot 1-A-22-C-1 and Easement 6226 and Lot 1-A-22-C-2.
 - (B) Dirt road along Lot 1-A-22-D-1 and it continues across over Lot 97-B-4-A.
 - (C) Various dirt roads, if any, affecting the subject Lots 1-A-22-C-1, 1-A-22-D-1, 1-A-22-E-1 and 1-A-22-E-2, as shown on the Map.
 - (D) As a result of the overall size of the surveyed land, its terrain, and the lack of access to certain areas of the surveyed land, there are portions of the perimeter boundary that were not observed during the ground survey. There may be other access locations, and structures or improvements along boundaries that were not observed as a result of the same and therefore are not shown on this survey map.
9. Any unrecorded leases and license agreements, and matters arising from or affecting the same.
10. GRANT in favor of WAIHAOLE WATER COMPANY, LIMITED, a Hawaii corporation, dated May 21, 1913, recorded in Liber 392 at

Page 276; granting right of easement for water conduit and irrigation system purposes.

Said above Grant was assigned to WAIAHOLE IRRIGATION COMPANY, LIMITED, a Hawaii corporation, by instrument dated September 18, 1970, filed as Land Court Document No. 513858, and further assigned to AGRIBUSINESS DEVELOPMENT CORPORATION, a public instrumentality of the State of Hawaii, by instrument dated July 9, 1999, but effective as of July 9, 1999, filed as Land Court Document No. 2558831, recorded as Document No. 99-109934.

11. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, dated April 4, 1984, filed as Land Court Document No. 1228785; granting an easement for utility purposes, as shown on map attached thereto. CONSENT thereto by instrument filed as Land Court Document No. 1228786.
12. ABUTTER'S RIGHTS OF ACCESS as set forth in AMENDED FINAL ORDER OF CONDEMNATION, filed as Land Court Document No. 2420628.

AS TO LOT 1-A-22-C-1 only

13. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., dated August 21, 1957, filed as Land Court Document No. 209937; granting an easement for utility purposes, as shown on map attached thereto. CONSENT thereto by instrument filed as Land Court Document No. 209938.
14. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., dated June 7, 1963, filed as Land Court Document No. 310943; granting an easement for utility purposes, as shown on map attached thereto. CONSENT thereto by instrument filed as Land Court Document No. 310944.
15. The terms and provisions contained in the following:

INSTRUMENT : ACCESS AGREEMENT (KOA RIDGE RANCH)

DATED : December 12, 2000
FILED : Land Court Document No. 2672278
PARTIES : CASTLE & COOKE HOMES HAWAII, INC. and
CASTLE & COOKE, INC., both Hawaii corporations,

"Owner", and THE NATURE CONSERVANCY, a District of Columbia non-profit corporation, "TNC"
CONSENT : Given by Bankers Trust Company, as Administrative agent, by instrument dated November 28, 2000

FIRST AMENDMENT TO ACCESS AGREEMENT dated as of September 17, 2001, filed as Land Court Document No. 2737896; re: replacing Exhibit "A" attached thereto.

16. RESTRICTION OF ACCESS RIGHTS as shown on Map 1047, as set forth by Land Court Order No. 141640, filed April 23, 2001.
17. DESIGNATION OF EASEMENTS "6225" for maintenance purposes and "6229" for roadway purposes as shown on Map 1047, as set forth by Land Court Order No. 141640, filed April 23, 2001.
18. Access rights in favor of THE NATURE CONSERVANCY over Easement "6229" as set forth in ACCESS AGREEMENT dated December 12, 2000, filed as Land Court Document No. 2672278.
19. GRANT in favor of CASTLE & COOKE, INC., a Hawaii corporation, dated December 23, 2014, filed as Land Court Document No. 9122142; granting an easement for access purposes.
20. Access rights in favor of Lots 97-B-4-A and 97-B-4-B over, across, along and upon Lot 1-A-22-C-1 as set forth in Limited Warranty Deed With Reservations And Covenants dated December 23, 2014, filed as Land Court Document No. 9122145.

AS TO LOT 1-A-22-D-1 only

21. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., dated August 21, 1957, filed as Land Court Document No. 209937; granting an easement for utility purposes, as shown on map attached thereto. CONSENT thereto by instrument filed as Land Court Document No. 209938.
22. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., dated June 7, 1963, filed as Land Court Document No. 310943; granting an easement for utility purposes, as shown on map attached thereto. CONSENT thereto by instrument filed as Land Court Document No. 310944.

23. The terms and provisions contained in the following:

INSTRUMENT : ACCESS AGREEMENT (KOA RIDGE RANCH)

DATED : December 12, 2000
FILED : Land Court Document No. 2672278
PARTIES : CASTLE & COOKE HOMES HAWAII, INC. and
CASTLE & COOKE, INC., both Hawaii corporations,
"Owner", and THE NATURE CONSERVANCY, a
District of Columbia non-profit corporation, "TNC"
CONSENT : Given by Bankers Trust Company, as Administrative
agent, by instrument dated November 28, 2000

FIRST AMENDMENT TO ACCESS AGREEMENT dated as of
September 17, 2001, filed as Land Court Document No. 2737896; re:
replacing Exhibit "A" attached thereto.

24. RESTRICTION OF ACCESS RIGHTS as shown on Map 1047, as set forth
by Land Court Order No. 141640, filed April 23, 2001.
25. DESIGNATION OF EASEMENT "6229" for roadway purposes as shown
on Map 1047, as set forth by Land Court Order No. 141640, filed April 23,
2001.
26. Access rights in favor of THE NATURE CONSERVANCY over Easement
"6229" as set forth in ACCESS AGREEMENT dated December 12, 2000,
filed as Land Court Document No. 2672278.
27. GRANT in favor of CASTLE & COOKE, INC., a Hawaii corporation,
dated December 23, 2014, filed as Land Court Document
No. 9122142; granting an easement for access purposes.
28. Access rights in favor of Lots 97-B-4-A and 97-B-4-B over, across, along
and upon Lot 1-A-22-D-1 as set forth in Limited Warranty Deed With
Reservations And Covenants dated December 23, 2014 filed as Land
Court Document No. 9122145.
29. Access rights in favor of Lot 1-A-22-C-1 over, across, along and upon Lot
1-A-22-D-1 as set forth hereinabove.

AS TO LOT 1-A-22-E-1 only

30. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., dated August 21, 1957, filed as Land Court Document No. 209937; granting an easement for utility purposes, as shown on map attached thereto. CONSENT thereto by instrument filed as Land Court Document No. 209938.
31. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., dated June 7, 1963, filed as Land Court Document No. 310943; granting an easement for utility purposes, as shown on map attached thereto. CONSENT thereto by instrument filed as Land Court Document No. 310944.
32. RESTRICTION OF ACCESS RIGHTS as shown on Map 1047, as set forth by Land Court Order No. 141640 filed April 23, 2001.
33. DESIGNATION OF EASEMENT "6229" for roadway purposes as shown on Map 1047, as set forth by Land Court Order No. 141640 filed April 23, 2001.
34. GRANT in favor of CASTLE & COOKE, INC., a Hawaii corporation, dated December 23, 2014, filed as Land Court Document No. 9122142; granting an easement for access purposes.
35. Access rights in favor of Lots 97-B-4-A and 97-B-4-B over, across, along and upon Lot 1-A-22-E-1 as set forth in Limited Warranty Deed With Reservations And Covenants dated December 23, 2014, filed as Land Court Document No. 9122145.
36. Access rights in favor of Lot 95-A over, across, along and upon Lot 1-A-22-E-1 as set forth in Limited Warranty Deed With Reservations And Covenants dated December 23, 2014, filed as Land Court Document No. 9122146.
37. Access rights in favor of Lots 1-A-22-C-1, 1-A-22-D-1 and 1-A-22-E-2 over, across, along and upon Lot 1-A-22-E-1 as set forth hereinabove.

AS TO LOT 1-A-22-E-2 only

38. RESTRICTION OF ACCESS RIGHTS as shown on Map 1047, as set forth by Land Court Order No. 141640 filed April 23, 2001.

39. DESIGNATION OF EASEMENTS "6227" for maintenance purposes and "6229" for roadway purposes as shown on Map 1047, as set forth by Land Court Order No. 141640 filed April 23, 2001.

END OF EXHIBIT A

260
2014



STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

December 23, 2014 8:01 AM

Doc No(s) T-9122148
on Cert(s) 468718
Issuance of Cert(s) 1089911



/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

1 10/11 DML
B-32564472

Conveyance Tax: \$16,000.00

LAND COURT

REGULAR SYSTEM

RETURN BY MAIL () OR PICKUP () TO:

D. SCOTT MACKINNON, ESQ.
MCCORRISTON MILLER MUKAI MACKINNON
500 ALA MOANA BLVD
FIVE WATERFRONT PLAZA, 4TH FLR
HONOLULU, HI 96813

TGOH 201444942-S
TGES 210-14051323
BARBARA PAULO

10
LC

Tax Map Key: (1) 9-4-006-003 (por), (1) 9-4-006-029 (por),
and (1) 9-5-003-004 (por)

Total Pages: 15

LIMITED WARRANTY DEED
WITH RESERVATIONS AND COVENANTS

THIS LIMITED WARRANTY DEED WITH RESERVATIONS AND COVENANTS (this "*Deed*"), is made this 22 day of December, 2014, by and between **CASTLE & COOKE HOMES HAWAII, INC.**, a Hawaii corporation, whose address is 680 Iwilei Road, Suite 510, Honolulu, Hawaii 96817, hereinafter called "*Grantor*", and **RENEWABLES LAND HOLDINGS, LLC**, a Delaware limited liability company, whose address is 179 Lincoln Street, Suite 500, Boston, Massachusetts 02111, hereinafter called "*Grantee*",

WITNESSETH:

That for Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain, sell, convey and transfer unto Grantee, and Grantee's successors and assigns, in fee simple, all of Grantor's right, title and interest in and to the property more particularly described in Exhibit A attached hereto and made a part hereof (the "*Property*");

EXCLUDING from the conveyance, however, all existing rights of the Grantor to the allocation of water and any permits relating thereto, which belong to Grantor and

shall be excluded from the Property, and which may have been appurtenant to the Property prior to this conveyance, but which are being excluded, excepted and reserved by the Grantor;

FURTHER EXCLUDING from the conveyance, however, all easements and rights heretofore granted for access purposes appurtenant to the Property as may have been set forth in any instrument, including but not limited to Land Court Orders, recorded or referenced in any document recorded prior to this Deed, it being understood and agreed that the right of access set forth in Exhibit A shall supersede all previous provisions for access, subject to Grantor's reservations below;

EXCEPTING AND RESERVING, however, unto the Grantor, its successors and assigns, (i) the right to relocate any access and easement rights set forth, described or reserved in Exhibit A, in any document described or referred to in Exhibit A (including any amendments to any such document prior to the date of this Deed), or in the following subparagraph (iii); (ii) the right to delete, terminate or cancel any access or easement rights set forth, described or reserved in Exhibit A, in any document described or referred to in Exhibit A (including any amendments to any such document prior to the date of this Deed), in the foregoing subparagraph (i) or in the following subparagraph (iii), in the case of and effective upon the dedication of any area(s) affected by such access or easement rights to a governmental authority or public utility; and (iii) easements for ingress and egress purposes, easements for access purposes, easements for electrical, gas, telephone, cable television, communications and other utility purposes, easements for sanitary sewer, drainage and drain line, waterline and flowage purposes, and easements for landscape purposes over, under, across, along, upon and through the Property, which easements are or may be so designated on any existing or subsequent map or maps of Land Court Application No. 1000 and/or on any subdivision map which includes all or any portion of the Property and/or are or may be so declared, granted or otherwise provided under any document recorded against the Property in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("**Land Court**"), together with the right to designate easements within the Property for the aforesaid purposes, if necessary or desirable, and together also with rights of reasonable access thereto in connection with the exercise of said easements rights, and together also with the right to grant to the State of Hawaii, City and County of Honolulu, the Board of Water Supply of the City and County of Honolulu, the United States of America, the owners of lots in the surrounding community, any appropriate governmental agency, public or private utility, and/or any other corporation, partnership, entity, or individual, easement(s) for any such purposes within said easements over, under, across, along, upon and through the Property, and together also with the right to also delete or cancel any easements that are not required or no longer serve the aforesaid purposes; provided, however, that with respect to any easements not yet designated, declared, granted or provided (but excluding any easements described or referred to in Exhibit A attached hereto), such reserved easement

rights must be exercised in such manner as to not unreasonably interfere with, impair, or hinder the use of the Property by the Grantee, and shall not be located on the Property in any manner which unreasonably impairs, hinders, or interferes with Grantee's construction, installation, operation and use of any improvements on the Property.

TO HAVE AND TO HOLD the same, together with Grantor's right, title and interest in all improvements thereon, all rights, privileges, appurtenances and easements held or enjoyed in connection therewith, all rents, issues and profits therefrom, unto Grantee, its successors and assigns, forever; subject however to the encumbrances and other matters described in Exhibit A and also to the terms, reservations, covenants, agreements, conditions and restrictions contained in this Deed.

AND Grantor does hereby covenant and agree with Grantee that Grantor has good right to sell and convey its interest in the Property and that the Property hereby conveyed is free and clear from all encumbrances made or permitted by Grantor, except for real property taxes for the current year which are to be prorated as of the date this Deed is recorded, and except as provided in this Deed or as shown in Exhibit A, and except as disclosed to or known by Grantee, and that Grantor will WARRANT AND DEFEND the foregoing unto Grantee against the lawful claims of all persons claiming by, through or under the Grantor, except for the matters set forth herein or in Exhibit A.

Grantee's Covenants

AND ALSO, in consideration of the foregoing, Grantee, for itself and its successors and assigns, does hereby covenant and agree as follows:

A. Property Conveyed "AS IS". IT IS AGREED AND UNDERSTOOD that Grantee is acquiring the Property "AS IS", WITH ALL FAULTS AND DEFECTS, IN ITS PRESENT STATE AND CONDITION, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES AS TO THE CONDITION, USE, HABITABILITY, HISTORY, FITNESS FOR ANY PURPOSE OR USE, OR STRUCTURAL SOUNDNESS OF THE PROPERTY. Grantee hereby assumes all risk with respect to the condition of the Property, whether known or unknown, foreseeable or unforeseeable, including without limitation the soils conditions, environmental conditions (including leaching, migration, spills, run-off and the like in, upon, under, above, through, into and from the Property), debris and illegal dumping, drainage conditions, water availability or quality, the availability of utilities, all matters that would be shown in an ALTA survey, encroachments, zoning, land use regulations, restricted or prohibited uses under applicable governmental laws, archaeological and historic sites, rights of native tenants and surrounding uses. Neither Grantee nor any persons or parties claiming by, through or under Grantee ("Grantee's Related Parties") nor any subsequent owner or other person occupying, using or possessing the Property shall have any claim against

Grantor with respect to any of the conditions or risks of the Property, physical, legal or otherwise, assumed by Grantee hereunder. Grantee hereby agrees to release, hold harmless, indemnify and defend Grantor from and against any and all claims and liability (including, without limitation, all attorneys' fees and costs relating thereto), including but not limited to any claims for contribution and indemnity, asserted or sustained by Grantee or any of Grantee's Related Parties, relating to any of the conditions of the Property assumed by Grantee hereunder and/or any of the risks assumed by Grantee hereunder in respect of the condition of the Property. The foregoing covenants shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, as a covenant running with the land.

B. Conditions Affecting Property. The Grantee understands, acknowledges, covenants and agrees to the following:

1. Military Effects. The Property is located in the vicinity of Pearl Harbor, Wheeler Army Airfield, Schofield Barracks and an area near Waikakalaua Gulch sometimes called the East Range. Military activities, including but not limited to training, will be conducted on or near such locations, and aircraft may fly in the proximity of or directly over the Property. Low flying aircraft, explosive and other related noise is created from such exercises, which can occur at any time, including the late evening, early morning hours and weekends. Such overflights and other military activities may result in noise, dust, vibration, and other nuisances, disturbances or hazards (collectively the "*Military Effects*") to persons and property on or within the Property.

2. Agricultural Effects. The Property is located on and is near or adjacent to land and easements previously, currently or in the future used for or in connection with agricultural operations, which may include, but are not limited to, open burning, trucking, plowing, hauling, fertilizing, grading, storing, herbicide and pesticide spraying, crop dusting, water diversion, irrigation, and all other activities incidental to the planting, cultivation, harvesting, and processing of crops, including night time activities, and the grazing and raising of livestock, poultry and other animals, which may from time to time have caused or cause surface water runoff, noise, soot, smoke, dust, light, heat, vapors, odors, chemicals, vibrations, insect pests and other substances and phenomena of every description (collectively the "*Agricultural Effects*") to be discharged, emitted, dispersed or transmitted over, into and upon the Property which may bother or be a nuisance or hazard to the Grantee and to persons or property on or within the Property. Grantee also acknowledges that the Hawaii Right To Farm Act (Chapter 165 of the Hawaii Revised Statutes) and Hawaii law limit the circumstances under which farming operations may be deemed to be a nuisance.

3. Soil Classification Effects. To the extent that the Property consists of land within the agricultural district with soil classified by the land study bureau's

detailed land classification as overall (master) productivity rating class A or B, such portions of the Property are subject to the restriction on uses as prescribed in Section 205-4.5 of the Hawaii Revised Statutes, and to the condition that uses be primarily in pursuit of an agricultural activity. These restrictions and conditions, to the extent applicable, shall be deemed encumbrances running with the land until such time that the land is reclassified to a land use district other than agricultural district.

4. Utility Effects. The Property may contain or is or may be located adjacent to or in the vicinity of electric, water and other utilities and facilities and public roads and thoroughfares including, without limitation, such things as electrical substations, high powered electrical transmission lines, water pump stations, water tanks, water quality basins, drainage facilities, reservoirs, freeways and exit ramps which may result in nuisances, such as noise and dust, disturbances or hazards (collectively the "Utility Effects") to persons and to property on or within the Property. In recent years, concerns have been raised about possible adverse health effects of electric and magnetic fields from power lines. The Grantor is not insuring or guaranteeing the health of Grantee or other occupiers or users of the Property and disclaims liability for personal injury, illness, death or any other loss or damage caused by or arising from the Utility Effects including, without limitation, the presence or malfunction of any electrical distribution systems that may be located adjacent to, near, over, on, under or within any part of the Property.

5. Historic Property Effects. Waiahole Ditch lands and improvements may be owned by a governmental agency, and may be located within or in the vicinity of the Property. Such improvements may be considered as historic structures by the State of Hawaii Historic Preservation Division of the Department of Land and Natural Resources or other governmental authority, and may be subject to protections afforded to historic properties. Such protections may affect the Property and the use thereof.

C. Grant of Easements. Grantee consents and agrees to the grant by the Grantor, its successors or assigns, to the State of Hawaii, the City and County of Honolulu, the United States of America, or other appropriate governmental agency or private or public utility, or other corporation, partnership, individual or entity, of any of the easement rights expressly reserved in favor of Grantor as hereinbefore provided, but subject to the limitations applicable thereto. Grantee further agrees and covenants to, at no cost to Grantor, promptly execute and deliver such instruments and take such other actions as Grantor may request in order to effectuate such grants and rights of the aforesaid reserved easement rights and to carry out the terms hereof. The Grantee further covenants and agrees to join in and execute, upon request by Grantor or its successors or assigns, any and all documents designating, confirming, granting and/or terminating any of the easements that have been expressly reserved by the Grantor or Grantor has reserved rights for, including but not limited to applications for subdivision and other

government agency approvals and Land Court petitions, as appropriate. Grantee grants to Grantor an irrevocable power of attorney coupled with an interest to execute any such documents on Grantee's behalf; provided, however, that Grantor shall not use such power of attorney unless the Grantee fails to execute and deliver any such documents to the Grantor within fifteen (15) days following Grantor's written request therefor. The provisions of this instrument that would be prohibited without subdivision or other approval of a government agency shall be deemed in escrow and contingent and without effect until such approval is obtained.

D. Remedies. The violation or breach of any of the covenants, conditions, agreements or restrictions contained herein on the part of the Grantee to be observed or performed shall give Grantor the right to prosecute a proceeding at law or in equity against Grantee to prevent or enjoin Grantee from violating or breaching any of the covenants, conditions, agreements or restrictions, or to cause said violation or breach to be remedied, or to recover damages or other remedies available for such violation or breach. Grantor shall be entitled to recover reasonable fees, costs and expenses as may have been incurred by Grantor for attorneys in enforcing its rights hereunder.

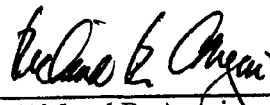
E. Covenants Running with the Land; Duration. Except as otherwise expressly provided herein, each and all of Grantor's reservations and Grantee's covenants, agreements, conditions and restrictions contained above are perpetual and intended to run with the land in favor of the Grantor, its successors and assigns, and are expressly binding upon the Property, and each portion thereof, and each successive owner of the Property, and each portion thereof, and each person having any right, title or interest in the Property or any portion thereof, unless and until Grantor shall relinquish and permanently waive any of its rights, but only with respect to the specific rights waived, as evidenced by the filing of a written notice of such waiver in the Land Court.

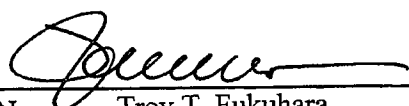
The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals, partnerships, trustees, limited liability companies, corporations or other entities and their and each of their respective successors, heirs, personal representatives, successors in trust and assigns, according to the context thereof. All covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed elsewhere herein.

This Deed may be executed in counterparts, each of which shall be deemed an original, but all of which taken together, shall constitute one and the same instrument. For all purposes, including, without limitation, recordation, filing and delivery of this document, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

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

**CASTLE & COOKE HOMES HAWAII,
INC.,** a Hawaii corporation

By: 
Name: Richard R. Anzai
Title: Vice President & Controller

By: 
Name: Troy T. Fukuhara
Title: Vice President & Asst. Secretary

“GRANTOR”

RENEWABLES LAND HOLDINGS, LLC,
a Delaware limited liability company

By: First Wind Holdings, LLC,
a Delaware limited liability company
Its Member

By: _____
Name:
Title:

“GRANTEE”

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

**CASTLE & COOKE HOMES HAWAII,
INC.,** a Hawaii corporation


By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

“GRANTOR”

RENEWABLES LAND HOLDINGS, LLC,
a Delaware limited liability company

By: First Wind Holdings, LLC,
a Delaware limited liability company
Its Member

By:  _____
Name: Jennifer Lortens
Title: Assistant Secretary

“GRANTEE”

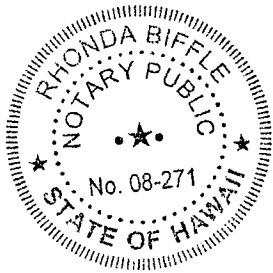
STATE OF HAWAII

) SS.

CITY AND COUNTY OF HONOLULU

On this 18th day of December, 2014, before me personally appeared

TROY T. FUKUHARA and RICHARD R. ANZAI, to me personally known, who being by me duly sworn, did say that they are the Vice President & Assistant Secretary and Vice President, Controller & Assistant Secretary, respectively, of CASTLE & COOKE HOMES HAWAI'I, INC., a Hawai'i Corporation; that this 14-page Limited Warranty Deed With Reservations And Covenants dated (undated at time of notary) was signed on behalf of said corporation by authority of its Board of Directors; and the said officers acknowledged said instrument to be the free act and deed of said corporation. Said corporation does not have a corporate seal.



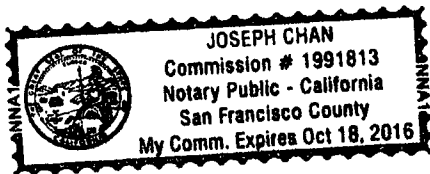
Thonda Puffel
Notary Public, State of Hawaii
First Judicial Circuit

Rhonda Biffle
Printed Name of Notary

My commission expires: August 3, 2016

STATE OF CA)
COUNTY OF San Francisco) SS.

On this 16 day of December, 2014, before me personally appeared Samuel Lozano 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 capacity shown, having been duly authorized to execute such instrument in such capacity.



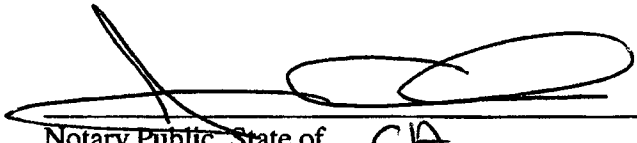

Notary Public, State of CA
Printed Name: Joseph Chan
My commission expires: Oct 18, 2016

EXHIBIT A

All of that certain parcel of land situate at Waipio, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

✓ LOT 4204-A, area 293.051 acres, more or less,

as shown on Map 513, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1000 of John Ii Estate, Limited.

Being the land(s) described in Transfer Certificate of Title No. 468,718 issued to CASTLE & COOKE HOMES HAWAII, INC., a Hawaii corporation, by Land Court Order No. 123048, filed January 5, 1996.

TOGETHER WITH access to a public highway over the overcrossing structure within Easement 2848 as shown on Map 513, and thence over Easements 905, 906 and 908 as shown on Map 348 within Lot 4204-B, and over Easement 904 affecting Lot 4206-A-3, and over Easement 903 within Lot 4205.

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Real property taxes not yet due or owing, including, without limitation, any rollback or retroactive taxes due to changes in the use of the Property.
2. Any agricultural dedications filed with the City and County of Honolulu Real Property Assessment division covering the Property, or portions thereof.
3. Mineral and water rights of any nature.
4. The terms and provisions contained in that unrecorded letter agreement dated November 27, 1956, granting in favor of the United States Government, access rights as to portions of the Property in order to operate and maintain a gauging station in or on Kipapa Stream adjacent to the Property.
5. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT FOR ISSUANCE OF
CONDITIONAL USE PERMIT UNDER SECTION
21-5.380 OF THE LAND USE ORDINANCE
DATED : September 24, 2014
FILED : Land Court Document No. T-9068254

6. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.
7. Any matters which an archaeological study would disclose.
8. Any rights or interests which may exist or arise by reason of the following facts shown on survey map prepared by Lance T. Stevens, Land Surveyor, with Controlpoint Surveying, Inc., dated February 12, 2014, and revised November 18, 2014:
 - (A) Various dirt roads, if any, affecting the subject Lot 4204-A, as shown on the Map.
 - (B) As a result of the overall size of the surveyed land, its terrain, and the lack of access to certain areas of the surveyed land, there are portions of the perimeter boundary that were not observed during the ground survey. There may be other access locations, and structures or improvements along boundaries that were not observed as a result of the same and therefore are not shown on this survey map.
9. Any unrecorded leases and license agreements, and matters arising from or affecting the same.
10. GRANT in favor of WAI AHOLE WATER COMPANY, LIMITED, a Hawaii corporation, dated May 21, 1913, recorded in Liber 392 at Page 276; granting right of easement for water conduit and irrigation system purposes.

Said above Grant was assigned to WAI AHOLE IRRIGATION COMPANY, LIMITED, a Hawaii corporation, by instrument dated September 18, 1970, filed as Land Court Document No. 513858, and further assigned to AGRIBUSINESS DEVELOPMENT CORPORATION, a public instrumentality of the State of Hawaii, by instrument dated July 9, 1999, but effective as of July 9, 1999, filed as Land Court Document No. 2558831, recorded as Document No. 99-109934.
11. DESIGNATION OF EASEMENT "38-A", as shown on Maps 30 and 348 as set forth by Land Court Order No. 10596, filed August 31, 1951.
12. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., dated August 21, 1957, filed as Land Court Document No. 209937; granting an

easement for utility purposes, as shown on map attached thereto. CONSENT thereto by instrument filed as Land Court Document No. 209938.

13. DESIGNATION OF EASEMENT "901" and "902", as shown on Map 348, as set forth by Land Court Order No. 34634, filed February 23, 1972.
14. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., dated October 17, 1960, filed as Land Court Document No. 265360; granting a right and easement for utility purposes as shown on map attached thereto.
15. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC. and HAWAIIAN TELEPHONE COMPANY, now known as HAWAIIAN TELCOM, INC., both Hawaii corporations, dated December 8, 1960, filed as Land Court Document No. 271283; granting a right and easement for utility purposes, as shown on map attached thereto.
16. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, dated November 30, 1961, filed as Land Court Document No. 283541; granting a right and easement for utility purposes, as shown on map attached thereto.
17. RIGHT-OF-WAY over Easement "901" in favor of MILILANI MEMORIAL PARK, INC., as granted by instrument dated January 11, 1963, filed as Land Court Document No. 302041.
18. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC. and HAWAIIAN TELEPHONE COMPANY, now known as HAWAIIAN TELCOM, INC., both Hawaii corporations, dated January 21, 1963, filed as Land Court Document No. 303955; granting a right and easement for utility purposes, as shown on map attached thereto.
19. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., dated June 7, 1963, filed as Land Court Document No. 310943; granting an easement for utility purposes, as shown on map attached thereto. CONSENT thereto by instrument filed as Land Court Document No. 310944.
20. GRANT in favor of UNITED STATES OF AMERICA, dated December 10, 1968, filed as Land Court Document No. 478935, granting an access easement over Easement "901".

The interest of UNITED STATES OF AMERICA was assigned to STATE OF HAWAII, by instrument dated December 18, 1991, filed as Land Court Document No. 1909138.

21. DESIGNATION OF EASEMENTS "2843" and "2844", both for drainage purposes, as shown on Map 513, as set forth by Land Court Order No. 52541, filed February 27, 1979.
22. Restriction of access rights, as shown on Map 513, as set forth by Land Court Order No. 52541, filed February 27, 1979.
23. DESIGNATION OF EASEMENTS "2973" and "2974" for power line purposes, as shown on Map 528, as set forth by Land Court Order No. 53798, filed July 17, 1979.
24. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, dated January 24, 1980, filed as Land Court Document No. 993800; granting a right and easement over Easements "2973" and "2974" for utility purposes.
25. GRANT in favor of MILILANI MEMORIAL PARK AND MORTUARY, INC., a Hawaii corporation, dated November 19, 1981, filed as Land Court Document No. 1094591; granting a right of easement over Easement "901" for roadway purposes.
26. GRANT in favor of HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, dated April 4, 1984, filed as Land Court Document No. 1228785; granting an easement for utility purposes, as shown on map attached thereto. CONSENT thereto by instrument filed as Land Court Document No. 1228786.
27. GRANT OF EASEMENT in favor of HAWAIIAN ELECTRIC COMPANY, INC., a Hawaii corporation, and GTE HAWAIIAN TELEPHONE COMPANY INCORPORATED, now known as HAWAIIAN TELCOM, INC., a Hawaii corporation, dated June 2, 1994, filed as Land Court Document No. 2158460; granting a right and easement for utility purposes as shown on map attached thereto.
28. Waiahole Ditch referenced in the survey map prepared by Lance T. Stevens, with Controlpoint Surveying, Inc., dated February 12, 2014, and revised November 18, 2014.

29. Access rights in favor of Lots 1-A-22-F and 1-A-22-G over, across, along and upon Lot 4204-A as set forth in Limited Warranty Deed With Reservations And Covenants dated December 23, 2014, filed as Land Court Document No. 9122143.
30. Access rights in favor of Lot 96 over, across, along and upon Lot 4204-A as set forth in Limited Warranty Deed With Reservations And Covenants dated December 23, 2014, filed as Land Court Document No. 9122144.
31. Access rights in favor of Lots 97-B-4-A and 97-B-4-B over, across, along and upon Lot 4204-A as set forth in Limited Warranty Deed With Reservations And Covenants dated December 23, 2014, filed as Land Court Document No. 9122145.
32. Access rights in favor of Lot 95-A over, across, along and upon Lot 4204-A as set forth in Limited Warranty Deed With Reservations And Covenants dated December 23, 2014, filed as Land Court Document No. 9122146.
33. Access rights in favor of Lots 1-A-22-C-1, 1-A-22-D-1, 1-A-22-E-1 and 1-A-22-E-2 over, across, along and upon Lot 4204-A as set forth in Limited Warranty Deed With Reservations And Covenants dated December 23, 2014, filed as Land Court Document No. 9122147.

END OF EXHIBIT A

BEFORE THE PLANNING COMMISSION
OF THE CITY AND COUNTY OF HONOLULU

STATE OF HAWAII

In the Matter of the Application of

WAIAWA PV, LLC

For a New Special Use Permit To Allow
Development of a 47-megawatt photovoltaic
(PV) Energy Generation Facility and
Accessory Uses and Structures On Lands
Rated Class B by the Land Study Bureau,
Waipio, Ewa, Oahu, Hawaii Tax Map Key No.
(1) 9-5-003: Portion of Parcel 004

FILE NO. 2014/SUP-3 (RY)

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

I hereby certify that due service of a copy of the foregoing was served upon the following
party by hand delivery on December 29, 2014, addressed to:

PLANNING COMMISSION
Department of Planning and Permitting
City and County of Honolulu
650 South King Street, 7th Floor
Honolulu, Hawai'i 96813



JENNIFER A. LIM
PUANANIONAONA P. THOENE
Attorneys for Applicant
WAIAWA PV, LLC

Dated: Honolulu, Hawaii, December 29, 2014