QUITCLAIM DEED

THIS QUITCLAIM DEED is dated October 16th, 2014. WAIKOLOA MAUKA, LLC, a Delaware limited liability company, of Marina Del Rey, California, hereinafter called the "Grantor", in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to the Grantor paid by WAIKOLOA HIGHLANDS, INC., a Colorado corporation, whose address is 4316 Marina City Drive Suite G101, Marina Del Rey, California 90292, hereinafter called the "Grantee", the receipt of which is acknowledged, grants and conveys unto the Grantee, as tenant in severalty, the property described in the attached Exhibit "A", hereinafter called the "property";

AND all of the estate, right, title and interest of the Grantor, both at law and in equity, wherein and thereto.

The conveyance herein set forth and the warranties of the Grantor concerning the same are expressly declared to be in favor of the Grantee, as aforesaid.
This instrument and the covenants of the Grantor shall be binding upon the Grantor and inure to the benefit of the Grantee. The terms "Grantor" and "Grantee" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each of their respective heirs, personal representatives, successors in interest and assigns. All covenants and obligations undertaken by two or more persons shall be deemed to be joint and several.

THE PARTIES agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all parties. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and acknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.
IN WITNESS WHEREOF, the Grantor has executed this instrument.

WAIKOLOA MAUKA, LLC, a Delaware limited liability company

By: 
Name: Remington Chase
Its: Member/Manager

By: 
Name: Howse Mathew
Its: Member/Manager

Grantor

State of California
County of Los Angeles
SS.

On 10-16-2014, before me personally appeared Remington Chase and
Stephanie Martinez, to me personally known, who, being by me duly sworn or affirmed, did say
that they are the Members and Managers, respectively, of WAIKOLOA MAUKA,
LLC, a Delaware limited liability company, and that the instrument was signed on behalf of the
limited liability company, and Remington Chase and Stephanie Martinez acknowledged the
instrument to be the free act and deed of the limited liability company.

Type or print name:
Notary Public, State of California
My commission expires:
7-22-2016
Exhibit "A"

ITEM I:

ALL OF THAT CERTAIN PARCEL OF LAND (BEING PORTION OF THE LAND DESCRIBED IN AND COVERED BE ROYAL PATENT NUMBER 5671, LAND COMMISSION AWARD NUMBER 8521-B, APANA 1 TO G. D. HUEU) SITUATE, LYING AND BEING AT WAIKOLOA, DISTRICT OF SOUTH KOHALA, ISLAND AND COUNTY OF HAWAII, STATE OF HAWAII, BEING LOT 2-B-2, SAME BEING A PORTION OF LOT 2-B, BEARING TAX KEY DESIGNATION (3) 6-8-002-PORTION 016, AND CONTAINING A GROSS AREA OF 732.268 ACRES, MORE OR LESS, EXCLUSION CONTAINING AN AREA OF 0.689 ACRE, MORE OR LESS (TMK (3) 6-8-002-025), LEAVING A NET AREA OF 731.579 ACRES, MORE OR LESS.

BEING A PORTION OF THE PREMISES CONVEYED BY DEED WITH COVENANTS AND RESERVATION OF EASEMENTS AND OTHER RIGHTSRecorded SEPTEMBER 20, 2005 AS REGULAR SYSTEM DOCUMENT NO. 2005-188908 OF OFFICIAL RECORDS, TO WAIKOLOA MAUKA, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

ITEM II:

ALL OF THAT CERTAIN PARCEL OF LAND SITUATE AT WAIKOLOA, DISTRICT OF SOUTH KOHALA, ISLAND AND COUNTY OF HAWAII, STATE OF HAWAII, BEING LOT 7, AREA 2,153.442 ACRES, MORE OR LESS, OF THE "WAIKOLOA DEVELOPMENT", AS SHOWN ON THE MAP THEREOF FILED IN THE OFFICIAL RECORDS AS FILE PLAN NO. 1172.

BEING A PORTION OF THE PREMISES CONVEYED BY DEED WITH COVENANTS AND RESERVATION OF EASEMENTS AND OTHER RIGHTSRecorded SEPTEMBER 20, 2005 AS REGULAR SYSTEM DOCUMENT NO. 2005-188909 OF OFFICIAL RECORDS, TO WAIKOLOA MAUKA, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

Subject to the following:

1. AS TO ITEM I:

   A. Access in favor of TMK (3) 6-8-002-025.

   B. Easement "R-U-1" for road and utility purposes as shown on File Plan Map No. 1172.

   C. Easement "E-1" (75 feet wide) for electrical and telephone purposes as shown on File Plan Map No. 1172.

   D. Easement "R-1" (50 feet wide) for access road purposes as shown on File Plan Map No. 1172.

   E. Easement "E-2" (75 feet wide) for electrical and telephone purposes as shown on File Plan Map No. 1172.

   F. Easement "E-3" for electrical sub-station purposes as shown on File Plan Map No. 1172.
G. Easement "E-4" (75 feet wide) for electrical and telephone purposes as shown on File Plan Map No. 1172.


L. A Grant of Easement for portions of said Easements "E-4" and R-1", together with the right to grant said easement unto others, in favor of Transcontinental Development Co., recorded December 21, 1987 as Book 21447 Page 630 of Official Records.


Q. The terms and Provisions Contained in the following:

a. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Deed with Covenants and Reservation of Easements.


Said Grant was amended by Instrument recorded December 1, 2006 as Regular System Document No. 2006-220313 of Official Records


T. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Notice of Imposition of Conditions by the Land Use Commission recorded June 20, 2008 as Regular System Document No. 2008-100396 of Official Records.

U. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Declaration of Conditions Applicable to an Amendment of District Boundary from Agricultural to Rural recorded August 11, 2008 as Regular System Document No. 2008-127524 of Official Records.


2. AS TO ITEM II:


G. The terms and provisions contained in the following:

a. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Deed with Covenants and Reservation of Easements and Other Rights recorded September 20, 2005 as Regular System Document No. 2005-188909 of Official Records.


Said Grant was amended by instrument recorded as Regular System Document No. 2006-220312 of Official Records.


3. **AS TO ITEM I AND II:**

   a. Title to all mineral and metallic mines reserved to the State of Hawaii.

   b. All customary and traditional rights, of native Hawaiians as provided for by law, for subsistence, cultural and religious purposes, which rights may involve access to the subject property.

   c. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Declaration of Restrictive Covenants recorded December 29, 2008 as Regular System Document No. 2008-193975 of Official Records.


   Note: Affects the land and other property.


End of Exhibit "A"
QUITCLAIM DEED

THIS QUITCLAIM DEED is dated October 16th, 2014. WAIKOLOA MAUKA, LLC, a Delaware limited liability company, of Marina Del Rey, California, hereinafter called the "Grantor", in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to the Grantor paid by WAIKOLOA HIGHLANDS, INC., a Colorado corporation, whose address is 4316 Marina City Drive Suite G101, Marina Del Rey, California 90292, hereinafter called the "Grantee", the receipt of which is acknowledged, grants and conveys unto the Grantee, as tenant in severalty, the property described in the attached Exhibit "A", hereinafter called the "property";

AND all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto.

The conveyance herein set forth and the warranties of the Grantor concerning the same are expressly declared to be in favor of the Grantee, as aforementioned.

EXHIBIT 1
This instrument and the covenants of the Grantor shall be binding upon the Grantor and inure to the benefit of the Grantee. The terms "Grantor" and "Grantee" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each of their respective heirs, personal representatives, successors in interest and assigns. All covenants and obligations undertaken by two or more persons shall be deemed to be joint and several.

THE PARTIES agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all parties. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and acknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.
IN WITNESS WHEREOF, the Grantor has executed this instrument.

WAIKOLOA MAUKA, LLC, a Delaware limited liability company

By: ____________________________________________
   Name: Remington Chase
   Its: Member/Manager

By: ____________________________________________
   Name: Stephan Naito
   Its: Member/Manager

Grantor

State of California
County of Hauula

On 10-16-2014, before me personally appeared Remington Chase and Stephan Naito, to me personally known, who, being by me duly sworn or affirmed, did say that they are the Members and Managers, respectively, of WAIKOLOA MAUKA, LLC, a Delaware limited liability company, and that the instrument was signed on behalf of the limited liability company, and Remington Chase and Stephan Naito acknowledged the instrument to be the free act and deed of the limited liability company.

Robert R.S. Propp (Notary)

Type or print name: Notary Public, State of California
My commission expires: 7-22-2016
Exhibit "A"

ITEM I:

ALL OF THAT CERTAIN PARCEL OF LAND (BEING PORTION OF THE LAND DESCRIBED IN AND COVERED BY ROYAL PATENT NUMBER 5671, LAND COMMISSION AWARD NUMBER 8521-B, APANA TO G. D. HUEU) SITUATE, LYING AND BEING AT WAIKOLOA, DISTRICT OF SOUTH KOHALA, ISLAND AND COUNTY OF HAWAII, STATE OF HAWAII, BEING LOT 2-B-2, SAME BEING A PORTION OF LOT 2-B, BEARING TAX KEY DESIGNATION (3) 6-8-002-PORTION 016, AND CONTAINING A GROSS AREA OF 732.268 ACRES, MORE OR LESS, EXCLUSION CONTAINING AN AREA OF 0.689 ACRE, MORE OR LESS (TMK (3) 6-8-002-025), LEAVING A NET AREA OF 731.579 ACRES, MORE OR LESS.

BEING A PORTION OF THE PREMISES CONVEYED BY DEED WITH COVENANTS AND RESERVATION OF EASEMENTS AND OTHER RIGHTS RECORDED SEPTEMBER 20, 2005 AS REGULAR SYSTEM DOCUMENT NO. 2005-188908 OF OFFICIAL RECORDS, TO WAIKOLOA MAUKA, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

ITEM II:

ALL OF THAT CERTAIN PARCEL OF LAND SITUATE AT WAIKOLOA, DISTRICT OF SOUTH KOHALA, ISLAND AND COUNTY OF HAWAII, STATE OF HAWAII, BEING LOT 7, AREA 2,153.442 ACRES, MORE OR LESS, OF THE "WAIKOLOA DEVELOPMENT", AS SHOWN ON THE MAP THEREOF FILED IN THE OFFICIAL RECORDS AS FILE PLAN NO. 1172.

BEING A PORTION OF THE PREMISES CONVEYED BY DEED WITH COVENANTS AND RESERVATION OF EASEMENTS AND OTHER RIGHTS RECORDED SEPTEMBER 20, 2005 AS REGULAR SYSTEM DOCUMENT NO. 2005-188909 OF OFFICIAL RECORDS, TO WAIKOLOA MAUKA, LLC, A DELAWARE LIMITED LIABILITY COMPANY.

Subject to the following:

1. AS TO ITEM I:
   
   A. Access in favor of TMK (3) 6-8-002-025.
   
   B. Easement "R-U-I" for road and utility purposes as shown on File Plan Map No. 1172.
   
   C. Easement "E-1" (75 feet wide) for electrical and telephone purposes as shown on File Plan Map No. 1172.
   
   D. Easement "R-I" (50 feet wide) for access road purposes as shown on File Plan Map No. 1172.
   
   E. Easement "E-2" (75 feet wide) for electrical and telephone purposes as shown on File Plan Map No. 1172.
   
   F. Easement "E-3" for electrical sub-station purposes as shown on File Plan Map No. 1172.
G. Easement "E-4" (75 feet wide) for electrical and telephone purposes as shown on File Plan Map No. 1172.


L. A Grant of Easement for portions of said Easements "E-4" and "R-1", together with the right to grant said easement unto others, in favor of Transcontinental Development Co., recorded December 21, 1987 as Book 21447 Page 630 of Official Records.


Q. The terms and Provisions Contained in the following:

a. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Deed with Covenants and Reservation of Easements


Said Grant was amended by Instrument recorded December 1, 2006 as Regular System Document No. 2006-220313 of Official Records.


T. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Notice of Imposition of Conditions by the Land Use Commission recorded June 20, 2008 as Regular System Document No. 2008-100396 of Official Records.

U. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Declaration of Conditions Applicable to an Amendment of District Boundary from Agricultural to Rural recorded August 11, 2008 as Regular System Document No. 2008-127524 of Official Records.


2. AS TO ITEM II:


G. The terms and provisions contained in the following:

a. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Deed with Covenants and Reservation of Easements and Other Rights recorded September 20, 2005 as Regular System Document No. 2005-188909 of Official Records.


Said Grant was amended by instrument recorded as Regular System Document No. 2006-220312 of Official Records.


3. AS TO ITEM I AND II:

a. Title to all mineral and metallic mines reserved to the State of Hawaii.

b. All customary and traditional rights, of native Hawaiians as provided for by law, for subsistence, cultural and religious purposes, which rights may involve access to the subject property.

c. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Declaration of Restrictive Covenants recorded December 29, 2008 as Regular System Document No. 2008-193975 of Official Records.


Note: Affects the land and other property.


End of Exhibit “A”
Statement

In relation of legal steps undertaken against Stefan Martirosian

At the end of 2010, Stefan Martirosian, who had already been by then for 10 years a director of the companies owned by us (by Arch Ltd, Bahamas) and registered in USA, i.e. Vitoil Corp, Waikoloa Mauka, LLC, Waikoloa Highlands, Inc., proposed to make investments in the US movie industry promising good profit. Arch Ltd invested through its affiliated company, Pulham Holdings Ltd, funds for the purchase of profit participation in 14 (fourteen) movies. Investments in the amount of $92 020 905 USD has been effected during 2010-2013 through Envision Entertainment Inc., the owner and director of which was Stefan Martirosian. Envision Entertainment has been purchasing profit participations in different movies for the funds transmitted by Pulham, and then it transferred to Pulham the profit participations purchased by means of assignment.

In addition, as per Pulham’s request, Envision used to sell Pulham’s interest in most movies to other companies, and accumulated the profits and investments at its account with Comerica Bank.

In reply to urgent requests to transfer accumulated profits back to Pulham, Envision found excuses for not doing it. Only in summer of 2017, it was found out that all contracts on rights transfer from Envision to Pulham, as well as selling of Pulham’s interest to other companies turned up to be a fake. In reality all the movies during all that time had been owned by Envision that in the person of its director and owner by means of fraudulent actions stole $92 020 905 USD. The funds have been spent by Martirosian on casino and purchase of its own businesses. Since all investments have been effected from ABB (ARMBUSINESSBANK CJSC) located in the territory of the Republic of Armenia, Pulham filed to the Prosecutor’s Office of the Republic of Armenia an application of the fraud committed. Special investigation authority of the Republic of Armenia opened a criminal case on the grounds of Article 178, part 3, paragraph 1 (Fraud) of the Criminal Code of the Republic of Armenia against Stefan Martirosian.

At the same time, a request was sent to Russia for an extradition of Stefan Martirosian while there. On October 25, 2017 Domodedovsky Court of Moscow took a decision on detention and arrest of S. Martirosian.

Exhibit 2
Then on May 25, 2018 Moscow City Court took a decision on extradition of Stefan Martirosian to Armenia. S. Martirosian and his lawyers lodged a complaint against this decision with the Supreme Court of the Russian Federation. At present, this complaint is pending decision by the Supreme Court (respective document will be provided). At present, Pulham through the law firm Baranov & Witternberg, LLP 1901 Avenue of Starts, Suite 1750, Los Angeles, California 90067, Michael M. Baranov, Esq. takes legal steps in relation to Stepan Martirosian in order to file a lawsuit, as well as to initiate a criminal case (please see attachment).

In addition, other fraudulent, deceitful actions of S. Martirosian have been found out.

S. Martirosian was a director of Vitoil Corp, the owner of which had been Arch Bahamas.

In 2005, Arch Ltd transmitted funds in the amount of $1 625 000 USD to Vitoil to purchase a land parcel in Malibu.

Vitoil, represented by its director S. Martirosian, purchased the Malibu parcel but registered on Vitoil a title to the only one 35-acre lot. In 2018, we managed to find out that in reality two lots were sold of 35 and 17 acre areas. Vitoil paid $1 625 000 USD but received only a 35 acre lot. The second lot of 17 acre area was a part of the cost of $1 625 000 USD. Stefan Martirosian registered a title to it on companies owned by him, i.e. he obtained the property by means of fraudulent conversion or fraudulent misappropriation.

On July 16, 2018 Vitoil filed a suitcase through the lawyer, Michael Baranov, to the Superior Court of the State of California for the County of Los Angeles against S. Martirosian and the companies owned by him (please see the attachment).

In 2017, when we found that terms and conditions of subdivision were not met or fulfilled, we managed to only satisfy terms and conditions of affordable housing by transfer of 11.71 acre land to the County. Unfortunately, as a result, we had no enough time to fulfill all other terms and conditions.
VITOIL CORPORATION, a California corporation, 

Plaintiff, 

-vs-

STEPAN MARTIROSIAN, an individual, MALIBU HILLS ESTATES, LLC, a Delaware limited liability company, HIGH SEA BREEZE, LLC, a California limited liability company, MENA LLC, a Colorado corporation, and DOES 1-100, inclusive, 

Defendants. 

COMES NOW, plaintiff VITOIL CORPORATION, a California corporation (hereinafter referred to as the "Plaintiff"), and alleges as follows: 

1. At all times herein mentioned, plaintiff VITOIL CORPORATION ("VITOIL") was a corporation, organized under the laws of the State of California and conducting business in Los Angeles County, State of California. 

2. Defendant STEPAN MARTIROSIAN ("MARTIROSIAN") was an individual residing within Los Angeles County, State of California. 

3. Through all relevant times and until August 2017, MARTIROSIAN was the President, Secretary, Chief Financial Officer and sole Director of VITOIL. During this time, 

COMPLAINT
MARTIROSIAN controlled all of VITOIL's operations and finances, and had control of its
 corporate records and documents.

4. Defendant MALIBU HILLS ESTATES, LLC, is a limited liability company,
organized under the laws of the State of Delaware and doing business in Los Angeles County,
State of California.

5. Defendant HIGH SEA BREEZE, LLC, is a limited liability company, organized
under the laws of the State of California and doing business in Los Angeles County, State of
California.

6. Defendant MENA, LLC, is a corporation, organized under the laws of the State of
Colorado and doing business in Los Angeles County, State of California.

7. Plaintiff does not know the true names of defendants sued herein as DOES 1
through 100, inclusive, and therefore sues them by those fictitious names.

8. Unless otherwise alleged in this complaint, plaintiff is informed and believes, and
on the basis of that information and belief alleges, that at all times mentioned in this complaint,
each of the defendants was an agent and/or employee of their codefendants, and in doing the things
alleged in this complaint, was acting within the course and scope of that agency and employment.

9. Plaintiff is informed and believes, and thereon alleges, that each of the individual
defendants exercised such control and dominion over the business entity codefendants so as to
make them their mere alter egos and instrumentalities and, as a result, each of the business entity
codefendants' corporate and/or limited liability company shields should be disregarded and the
business entity defendants rendered mere instrumentalities and alter egos of the controlling
defendants.

FIRST CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTY
(Against All Defendants MARTIROSIAN and DOES 1 through 25)

10. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 9 of
the Complaint: as though set forth in full herein.

COMPLAINT
11. On or about October 2005, MARTIROSIAN represented to VITOIL that he was acquiring on its behalf a parcel of vacant land located in Malibu, California, described as “0” Anacapa Drive, Malibu California (“Real Property”) for $1,625,000 from Russell A. Smith (“Smith”) and that the Real Property consisted of parcel no. 4470-005-014 (“Parcel 1”). A true and correct copy of the purchase agreement is attached hereto as Exhibit “A”.

12. Unknown to VITOIL, Smith was a straw buyer, acting on behalf of and under the direction of MARTIROSIAN, who has acquired prior to VITOIL’s acquisition of Parcel 1 from the real sellers of Real Property not only Parcel 1 but also an adjoining parcel, no. 4471-027-020 (Parcel 2). Smith acquired both parcels with VITOIL’s funds, provided to him by MARTIROSIAN and quieted claimed title to Parcel 2 to various entities controlled by MARTIROSIAN. A true and correct copy of the Escrow Instructions from Terra Coastal Escrow and cancelled checks are attached hereto as Exhibit “B”. MARTIROSIAN did not disclose to VITOIL that he had acquired Parcel 2 with its funds, and that Parcel 2 was part of “0” Anacapa Drive and that title to it should have been transferred to VITOIL.

13. Thereafter, defendant MARTIROSIAN caused the transfer of title to Parcel 2 to defendant Malibu Hills Estates, LLC, a California limited liability company, which then conveyed title to Parcel 2 to defendant High Sea Breeze, LLC, a California limited liability company (“HSB”), which then conveyed Parcel 2 to Mena, LLC, Colorado corporation, which then conveyed it back to HSB, which then conveyed it back to Mena, LLC on or about May 17, 2017. Mena, LLC is conducting business from MARTIROSIAN’s Aspen Colorado home. Plaintiff is informed and believes that all of these entities are controlled and/or owned by MARTIROSIAN.

14. Defendant MARTIROSIAN was the sole officer and director of VITOIL at all relevant times, by virtue of which he owed plaintiff a fiduciary duty of utmost good faith.

15. Defendant MARTIROSIAN breached his fiduciary duty to plaintiff by entering into the transaction for transfer of the Parcel for their own purposes, retaining control thereof, and secreting the proceeds therefrom, all to plaintiff’s detriment, and by his continuing false representations to plaintiff that Real Property consisted solely of Parcel 2, as well as his
diversion of plaintiff's funds to purchase Parcel 2 and secreting his self-dealing transaction in connection with his fraudulent acquisition and diversion of Parcel 2. In addition, plaintiff is informed and believes that MARTIROSIAN used plaintiff as his personal piggybank, and has diverted significant sums to his personal accounts or to those of persons and entities controlled by him.

16. As a result of defendants' actions, as set forth above, plaintiff suffered damages according to proof at trial.

17. The acts of defendants were willful, malicious, fraudulent and intentional and entitle plaintiff to an award of punitive damages, in an amount sufficient to punish the defendants.

SECOND CAUSE OF ACTION FOR FRAUD AND DECEIT - CONCEALMENT

(Against All Defendants MARTIROSIAN and DOES 1 through 50)

18. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 17 of the Complaint as though set forth in full herein.

19. Defendants, and each of them, concealed the fraudulent transaction alleged above, and did not disclose the transaction, nor the terms thereof to plaintiff but instead continued to falsely represent to plaintiff that the Real Property owned by plaintiff consisted solely of Parcel 1. In addition, plaintiffs are informed and believe and based thereon allege, that defendants diverted substantial sums of plaintiff's money and other assets for their personal purposes.

20. Plaintiff had no means to discover the true nature of the transaction due to defendant MARTIROSIAN occupying all of plaintiff's officer positions and his being its sole director and controlling its records and finances until his termination in or about August 2017.

21. Plaintiff had relied on MARTIROSIAN false and fraudulent representations due to his being plaintiff's fiduciary and the person in control of all aspects of its operations as well as its books and records and believed them to be true.

22. As a result of defendants' fraudulent actions, as set forth above, plaintiff suffered damages according to proof at trial.

COMPLAINT 4
23. The acts of defendants were willful, malicious, fraudulent and intentional and entitle plaintiff to an award of punitive damages, in an amount sufficient to punish the defendants.

THIRD CAUSE OF ACTION FOR CONVERSION

(Against All Defendants MARTIROSIAN and DOES 1 through 50)

24. Plaintiff realeges and incorporates herein by reference paragraphs 1 through 23 of the Complaint as though set forth in full herein.

25. Plaintiff was the owner of $1,625,000 which were used to purchase Real Property, which should have included Parcel 2.

26. Defendants intentionally and substantially interfered with plaintiff’s property described in the preceding paragraphs by taking possession of Parcel 2 and/or refusing to return to plaintiff the same and by wrongly converting plaintiff’s funds to acquire title to Parcel 2 without plaintiff’s knowledge and consent, to their self-benefit.

27. Plaintiff did not consent to the acts of defendants alleged above.

28. Plaintiff has been harmed as a result of being deprived of title to Parcel 2 and funds to acquire it and has suffered damages in an amount to be proven at trial.

29. The acts of defendants were willful, malicious, fraudulent and intentional and entitle plaintiff to an award of punitive damages, in an amount sufficient to punish the defendants.

FOURTH CAUSE OF ACTION FOR UNFAIR COMPETITION

(Against All Defendants)

30. Plaintiff realeges and incorporates herein by reference paragraphs 1 through 29 of the Complaint as though set forth in full herein.

31. Defendants’ acts as alleged herein, including, inter alia, conspiring to deprive plaintiff of its rights in Real Property and Parcel 2, constitute acts of unfair competition within the meaning of Cal. Bus. & Prof. Code §17200, et seq.
32. Plaintiff has no adequate or speedy remedy at law for these acts because they have caused, and will continue to cause, irreparable injury to plaintiff. Plaintiff is entitled to an injunction restraining defendants, their employees, agents, employees, and all persons acting in concert with them, from engaging in further acts of unfair competition, and restraining the from obtaining any commercial advantage or unjust enrichment as a result of their unlawful conduct.

33. Defendants' conduct has also proximately caused plaintiff to sustain losses of money and property, thereby entitling it to restitution from defendant, or each of them.

**FIFTH CAUSE OF ACTION FOR DECLARATORY RELIEF**

(Against All Defendants)

34. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 33 of the Complaint as though set forth in full herein.

35. An actual controversy has arisen in that plaintiff alleges that it is entitled to an ownership interest in Parcel 2, since the transfer of title thereto was unauthorized and fraudulent.

36. Plaintiff desires a judicial determination of the respective parties' rights and interests in and to Parcel 2 and a declaration that plaintiff has right, title, estate, lien or interest in or to Parcel 2.

WHEREFORE, Plaintiff prays judgment against Defendants, and each of them, as follows:

1. For compensatory damages in the sum to be proved at trial.

2. For general damages in the sum to be proved at trial.

3. For a judicial declaration that transfers of title to Parcel 2 should be void and rescinded, and that plaintiff is 100% owner of Parcel 2.

4. For a permanent injunction restraining defendants, their employers, agents, employees, ad all persons acting in concert with them, from engaging in further acts of unfair competition, and restraining them from obtaining commercial advantage or unjust enrichment as a result of their unlawful conduct.
5. For exemplary and punitive damages in the sum to be proved at trial.
6. For treble damages.
7. For prejudgment interest on all amounts claimed.
8. For an accounting of defendants' books and records pertaining to the Real
   Property and all transactions derived therefrom and related thereto.
9. For reasonable attorney's fees incurred herein.
10. For costs of suit incurred herein.
11. For such other and further relief as the court may deem proper.

DATED: July 16, 2018

BARANOV & WITTENBERG, LLP

By: [Signature]

MICHAEL M. BARANOV
Attorneys for Plaintiff, VITOIL CORPORATION
AN ORDINANCE AMENDING ORDINANCE NO. 07 127 WHICH AMENDED
ORDINANCE NO. 05-157, WHICH AMENDED ORDINANCE NO. 95-51, WHICH
AMENDED ORDINANCE NO. 90-160, WHICH RECLASSIFIED LANDS FROM
AGRICULTURAL 5-ACRE (A-5a) (FORMERLY UNPLANNED) AND MULTIPLE FAMILY
RESIDENTIAL – 1,500 SQUARE FEET (RM-1.5) TO RESIDENTIAL – AGRICULTURAL 1
ACRE (RA-1a) AND OPEN (O) DISTRICTS AT WAIKOLOA, SOUTH KOHALA,
HAWAI‘I, COVERED BY TAX MAP KEY 6-8-002: PORTION OF 016.

BE IT ORDAINED BY THE COUNCIL OF THE COUNTY OF HAWAI‘I:

SECTION 1. Ordinance No. 07 127 is amended as follows.

“SECTION 3. In accordance with Section 25-2-44, Hawai‘i County Code 1983
(2005 Edition), the County Council finds the following conditions are:

(1) Necessary to prevent circumstances which may be adverse to the public
health, safety and welfare; or

(2) Reasonably conceived to fulfill needs directly emanating from the land use
proposed with respect to:

(A) Protection of the public from the potentially deleterious effects of
the proposed use, or

(B) Fulfillment of the need for public service demands created by the
proposed use.

A. The applicant, successors or its assigns shall be responsible for complying with all
of the stated conditions of approval;
B. [Final Subdivision Approval shall be secured within five (5) years from the
effective date of this new amendment. Plans for the on-site roadway
improvements required in Condition C, shall be submitted no later than six
months from the effective date of this new amendment. The applicant shall install
and dedicate the intersectional improvements required in Condition C prior to
receipt of Final Subdivision Approval or sooner in the event the warrants for such
installation are justified by the Director of Public Works. In lieu of actual
construction of infrastructural improvements herein, the applicant may enter into
an agreement with the County to assure the County that the infrastructure
improvements will be constructed together with the appropriate bond, surety, or
other security deemed acceptable to the Planning Director and the Corporation
Counsel. Upon execution of such agreement and/or filing of the security with the
County, final subdivision approval for the subject property or portions thereof
shall be granted in lieu of the actual construction of required infrastructural
improvements. No occupancy permit shall be issued until all of the infrastructure
improvements covered by the bond or surety have been constructed and approved
by the County.] Final Subdivision Approval for not less than 50 lots shall be
secured within five (5) years of this new amendment, provided, however, that
Final Subdivision Approval for the entire project shall be secured within ten (10)
years of the effective date of this new amendment.

C. Access shall meet with the requirements of the Department of Public Works.
Direct vehicular access to Waikoloa Road shall be limited to two roadways from
the project site. These accesses shall be fully channelized with dedicated left and
right turn deceleration and acceleration lanes on Waikoloa Road. The location of
the westernmost (makai) access shall take into consideration the existing access
easement located on a property identified by TMK: 6-8-002: 021 and situated on
the north side of Waikoloa road and, to the extent feasible, adjusted so that both
accesses utilize the same channelized intersection. Waikoloa Road-Pua Melia
Street-Paniolo Avenue intersection shall be channelized and improved by a “roundabout” system meeting with the requirements of the Department of Public Works. This roundabout system, and the first channelized intersection improvements on Waikoloa Road together with other improvements required by the Department of Public Works based upon a current Traffic Impact Analysis Report shall be provided in conjunction with final subdivision approval of the first increment of no less than fifty (50) lots, or as otherwise provided by Chapter 23 (Subdivisions). The second channelized intersection improvements on Waikoloa Road shall be provided prior to or in conjunction with the opening and use of the project’s second access required for Phase II. Any necessary additional right-of-way for the intersection improvements shall be dedicated to the County, at no cost to the County, prior to Final Subdivision Approval, creating any single-family residential lots. The applicant shall also provide a 10-foot wide future road widening and grading setback along the Waikoloa Road frontage of the subject property. Additionally, future road lots to adjoining properties to the east and south shall be provided meeting with the approval of the Planning Director.

D. As recommended by the South Kohala Community Development Plan, roads within the project site, although not developed with the standard curb, gutter, and sidewalk section, shall incorporate pedestrian and bike paths within their existing rights-of-way meeting with the approval of the Department of Public Works. Additionally, a pedestrian trail system, portions of which shall serve as an exercise or fitness course, shall be incorporated within the planned open space area and shall be implemented in conjunction with the adjoining and corresponding phases or increments of the proposed subdivision, including the first increment of no less than fifty (50) lots. The pedestrian trail system shall be situated in a manner that facilitates access by foot between the subdivision and existing and zoned commercial and/or public areas. While not necessarily paved, the pedestrian trail system shall be at least four (4) feet wide and easily
traversable. Access easements or lots of at least six (6) feet in width shall be
located between the pedestrian trail system and public roadways within the
project site shall also be provided at selected areas throughout the project. Plans
for the pedestrian trail system and access easements or lots shall be designed in
conjunction with the South Kohala Community Development Plan Action
Committee and shall be subject to approval by the Planning Director in
conjunction with the subdivision approval process;

[D:] E. To ensure that the goals and policies of the Housing Element of the General Plan
are implemented, the applicant shall comply with the requirements of Chapter 11,
Article 1, Hawai‘i County Code relating to Affordable Housing Policy. This
requirement shall be approved by the Administrator of the Office of Housing and
Community Development prior to final subdivision approval;

[E:] E. A drainage system shall be installed in accordance with the requirements of the
Department of Public Works and other affected agencies;

[F:] G. A Solid Waste Management Plan shall be submitted to the Department of
Environmental Management for review and approval prior to the issuance of final
subdivision approval;

[G:] H. A water system meeting with the Department of Water Supply shall be provided
or bonded prior to issuance of final subdivision approval. At no cost to the
county, the water system shall include the construction of on and off-site water
reservoir(s), appropriate transmission system to and within the subject site, and
other related appurtenances. Said system shall also include provision(s), such as a
separate irrigation meter or system throughout the subdivision, to monitor and
control excessive use of potable water for irrigation.
Comply with all applicable County, State and Federal laws, rules, regulations and requirements;

Restrictive covenants in the deeds of all proposed lots within the property shall give notice that the terms of the zoning ordinance prohibit the construction of a second dwelling unit and condominium property regimes on each 1-acre lot. This restriction may be removed by amendment of this ordinance by the County Council. The owner of the property may also, in addition, impose private covenants restricting the number of dwellings. A copy of the proposed covenant(s) to be recorded with the State Bureau of Conveyances shall be submitted to the Planning Director for review and approval prior to the issuance of Final Subdivision Approval. A copy of the recorded document shall be filed with the Planning Department upon its receipt from the Bureau of Conveyances;

Before final subdivision approval, applicant must obtain reclassification of the RA-1a zoned area from the State Land Use Commission to the Rural or Urban district. Prior to the submittal of plans for a grading or any associated permit for a golf course to the County for review and approval, the applicant shall consult with the Waikoloa Village Association and the County Council relative to the timing and propriety of such use. This condition, except for the consultation requirement for any golf course, may be waived by the Planning Director, after consultation with Corporation Counsel, if an appellate judicial decision, or substantive change to Chapter 205, Hawai‘i Revised Statutes, clearly establishes the legality of this project in the Agricultural State Land Use district, including the residential uses of the lots;

The area formerly planned for a golf course shall be utilized for open space and recreational purposes as noted herein. Two (2) areas consisting of at least five (5) acres each and outside of any floodway shall be set aside for
future park sites and dedicated to the County; and three (3) 1-acre lots adjacent to the rural-residential lots and outside of any floodway shall be set aside for tot lots, portions of which may also include a bus shelter, and shall be kept under private ownership. These park site areas shall be designated on a revised preliminary subdivision map as approved by the Planning Director. The first 5-acre park site to be dedicated shall be subdivided in conjunction with the receipt of final subdivision approval of the project’s first subdivision increment. The required land-dedication documents for the 5-acre park sites shall be submitted to the Planning Department for processing prior to receipt of final subdivision approval of the rural-residential lots adjacent to the proposed park site. These 5-acre park sites shall be selected with the approval of the Parks and Recreation Director. The tot lots shall be created in conjunction with receipt of final subdivision approval of the rural-residential lots. The value of the land for the two (2) 5-acre park sites and any other land that is available to the public, including the value of any improvements, shall be applied to the park and recreational fair share requirement prescribed in Condition L.

[K.] L. The applicant shall make its fair share contribution to mitigate the potential regional impacts of the property with respect to parks and recreation, fire, police, solid waste disposal facilities and roads. The fair share contribution shall be initially based on the representations contained within the change of zone application and may be increased or reduced proportionally if the lot counts are adjusted. The fair share contribution shall become due and payable prior to receipt of Final Plan Approval or within five years from the effective date of this amended change of zone ordinance, whichever occurs first. The fair share contribution for each lot shall be based on a maximum density for each lot as determined by the zoning resulting from this change of zone. The fair share contribution in a form of cash, land, facilities or any combination thereof shall be
determined by the County Council. The fair share contribution may be adjusted annually beginning three years after the effective date of the amendment to the ordinance, based on the percentage change in the Honolulu Consumer Price Index (HCPI). The fair share contribution shall have a maximum combined value of [§10,368.57] $12,772.64 per single-family residential unit. The total amount shall be determined with the actual number of units according to the calculation and payment provisions set forth in this condition. The fair share contribution per single-family residential unit shall be allocated as follows:

- [§4,999.91] $6,159.19 per single-family residential unit to the County to support park and recreational improvements and facilities;
- [§241.20] $297.12 per single-family residential unit to the County to support police facilities;
- [§476.39] $586.85 per single-family residential unit to the County to support fire facilities;
- [§208.57] $256.93 per single-family residential unit to the County to support solid waste facilities;
- [§4,442.50] $5,472.55 per single-family residential unit to the County to support road and traffic improvements;

In lieu of paying the fair share contribution, the applicant may contribute land and/or construct improvements/facilities related to parks and recreation, which may include a multi-purpose community center, fire, police, solid waste disposal facilities and roads within the region impacted by the proposed development, subject to the review and recommendation of the Planning Director, upon consultation with the appropriate agencies and approval of the County Council[*].

The value of the land and any improvements thereon as prescribed in Condition K shall be applied to the park and recreational fair share requirements contained herein.
Should the Council adopt a Unified Impact Fees Ordinance setting forth criteria for imposition of exaction or the assessment of impact fees, conditions included herein shall be credited towards the requirements of the Unified Impact Fees Ordinance;

An annual progress report shall be submitted to the Planning Director prior to the anniversary of the effective date of the change of zone. The report shall address the status of the development and the compliance with the conditions of approval. This condition shall remain in effect until all of the conditions of approval have been complied with and the Planning Director acknowledges that further reports are not required;

Should any of the conditions not be met or substantially complied with in a timely fashion, the Director may initiate rezoning of the area to its original or more appropriate designation.”

SECTION 2. Material to be deleted is bracketed and struck through and material to be added is underscored.

SECTION 3. In the event that any portion of this ordinance is declared invalid, such invalidity shall not affect the other parts of this ordinance.

SECTION 4. This ordinance shall take effect upon its approval.

INTRODUCED BY:

COUNCIL MEMBER, COUNTY OF HAWAI’I

Kona, Hawai‘i
Date of Introduction: February 6, 2013
Date of 1st Reading: February 6, 2013
Date of 2nd Reading: February 20, 2013
Effective Date: March 13, 2013

REFERENCE Comm. 67.5
Office of the County Clerk
County of Hawai‘i
Kona, Hawaii

Introduced By: Zendo Kern
Date Introduced: February 6, 2013
First Reading: February 6, 2013
Published: February 16, 2013

Remarks:

Second Reading: February 20, 2013
To Mayor: February 28, 2013
Returned: March 14, 2013
Effective: March 13, 2013
Published: March 21, 2013

Remarks:

<table>
<thead>
<tr>
<th></th>
<th>AYES</th>
<th>NOES</th>
<th>ABS</th>
<th>EX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eoff</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ford</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ilagan</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kanuha</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kern</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Onishi</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Poindexter</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wiile</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yoshimoto</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Draft 3)

<table>
<thead>
<tr>
<th></th>
<th>AYES</th>
<th>NOES</th>
<th>ABS</th>
<th>EX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eoff</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ford</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ilagan</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kanuha</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kern</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Onishi</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Poindexter</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wiile</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Yoshimoto</td>
<td>X</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I DO HEREBY CERTIFY that the foregoing BILL was adopted by the County Council published as indicated above.

Approved as to Form and Legality:

Deputy Corporation Counsel
County of Hawai‘i
Date MAR 11 2013

Approved/Disapproved this 13th day of November, 2013

Mayor, County of Hawai‘i

Council Chairperson
County Clerk

Bill No.: 21 (Draft 3)
Reference: C-67.5/PC-12
Ord No.: 13 29
SHAREHOLDERS' ACTION BY WRITTEN CONSENT
Waikoloa Highlands, Inc, a Colorado Corporation
("The Company")

The undersigned shareholder of the Company consent to the following actions of the Company:

WHEREAS the shareholder of the Company deem it in the best interest of the Company to engage the services of Ms. Natalia Batichtcheva and to dismiss Mr. Stefan Martirosian.

BE IT FURTHER RESOLVED that Natalia Batichtcheva is elected by unanimous vote of the shareholder of the Company to serve as the Secretary of the Company, Chief Financial Officer of the Company, Director of the Company, with indemnification by the Company for any and all actions taken by her in the course and scope of her position(s) with the Company, unless her conduct constitutes gross negligence or fraud, to the greatest extent permitted by the law of the State of the Company's formation; and

BE IT FURTHER RESOLVED that Natalia Batichtcheva is authorized to execute such documents, on behalf of the Company, to effectuate the resolution contained herein;

This consent is given in accordance with Colorado Law, with respect to all shares of the undersigned entitled to vote on these matters.

Date: 05/09/16

Shareholder Signature

Arch LTD – Representative
Ovasesyan Aykaz
Percentage Ownership – 80%

Shareholder Signature

Vitol Corporation – Representative
Stefan Martirosian
Percentage Ownership – 20%

Agreed and accepted:

Natalia Batichtcheva

Exhibit 5
EDUCATION

1980 Bachelor of Arts, St. John's College, Santa Fe, New Mexico
Graduated Thorne Fellowship
explored whether the enlightenment scientific vision inevitably conflicts with social
and cultural norms.
Graduated Thorne Fellowship

1980 University of New Mexico, Organic Chemistry
1980 Brandeis University, Waltham, Massachusetts
Summer Organic Chemistry Practicum

1984 University of Hilo, Real Estate Finance
1986 Graduate Realtor Institute (GRI)
Commercial/Investment Real Estate Institute of
The National Association of Realtors
Awarded Certified Commercial Investment Member
(CCIM) designation
Course Work:
  CI 100 Marketing Techniques
  for Commercial Property
  CI 101 Fundamentals of
  Real Estate Investment & Taxation
  CI 102 Fundamentals of
  Location & Market Analysis
  CI 103 Advanced Real Estate
  Taxation and Marketing
  CI 301 Decision Analysis for
  Commercial Real Estate
  CI 405 Course Concepts Review

CONTINUING EDUCATION COURSES

08/2001 What Numbers Really Count
Topics covered in the course include the economic modeling for land,
commercial, and multi-family development using various methodologies to value real estate
entitled for development. The course included use of software licensed by Investit Software
Inc., North Vancouver, B.C.

06/2001 Comprehensive 1031 Exchange
Topics included Starker exchanges, tenancy in common, and reverse
exchanges under I.R.C. Section 1031.

09/2006 Multi-Family Residential Development In Hawaii:
Presenters were Kenton Beal, ENPRO Environmental; Joseph Farrell, AIA,
Architects Hawaii Ltd.; Jason C. Kott, Atlas Insurance Agency, Inc.; Melvin Tanaka,
Pacific Rim Bank; and Peter H. Cooper, Construction Management & Development, Inc.

Exhibit 6
Topics covered included initial entitlement and environmental investigation, identification of highest and best use, design conceptualization, business plan development, risk issues, and financing for development of high rise multi-family in Hawaii. Lorman Education Services (www.lorman.com) - Seminar ID 363899

04/2017  Real Estate Development: Acquisitions

An overview of the issues and procedures to follow to select and acquire property for development. The course focused on the various stages of the development process and risks associated with each stage and how risks can be mitigated through careful investigation and due diligence procedures to determine the legal, regulatory, technical, and financial feasibility for development of real estate.

**BUSINESS EXPERIENCE**

1984 -1986  Real Estate Salesperson
1987 - present  Real Estate Broker
1992 - present  Certified Commercial and Investment  
Member Designation, CCIM
1989 - present  President, JKL Development Corporation

1991 to 1999  General Partner, Kulaimano Associates
Residential Developer – Developed a single family residential project of 28 residences targeted to the so-called gap housing market, i.e. families whose incomes are too high to qualify for government subsidized housing, but too low to purchase the median price housing in the market.

2009 - 2017  Vice President, Kennedy Wilson Commercial Investments
Acquired Wai‘nana at Po‘ipu and completed the development the unfinished subdivision to bring to market 6 houses and 63 house site lots. Managed and oversaw the due diligence for Kohanaiki, 425 acre luxury resort residential project on the N. Kona coast of island of Hawai‘i.

**CAREER HIGHLIGHTS**

2009 to 2017  Kennedy Wilson: Worked in a wide range of capacities to acquisition, development management, and disposition of real estate developments.

1990 - Present  Investment and Brokerage Transactions: completed over 140 transactions with gross sales volume of over $450,000,000 including agricultural, commercial and development land in Hawaii, Texas and other Pacific Islands. Half of the properties were located on the Hamakua Coast of the Island of Hawaii. Other properties brokered include parcels located in all districts of the islands of Hawaii, Maui, Kauai, and Oahu.
1989 - 1992  Brokered various properties located in the Dallas/Fort
Worth Metroplex from the Resolution Trust Corporation (RTC), Federal Deposit
Insurance Corporation (FDIC) and Federal National Mortgage Association (Fannie
Mae). Properties included an office building, residential apartment buildings,
shopping center, completed residential subdivision lots, and residential rental
properties.

1992  I received the Certified Commercial Investment Member (CCIM) designation
from the Commercial Investment Real Estate Institute.

MEMBERSHIPS & ASSOCIATIONS

CURRENT
Hawaii Isle Board of Realtors (HIBR)
Hawaii Association of Realtors (HAR)
National Association of Realtors (NAR)

HIBR
1994  Secretary
1995-96  Director
1987-2002  Professional Standards Committee
2001  President

HAR
1994-97  Standard Forms Advisory Committee

CCIM Hawaii & National
St. John's Alumni Association, Santa Fe, New Mexico
Rotary Club of Hilo Bay
1995-96 Director - Portuguese Chamber of Commerce, Hilo, Hawaii

Community Service
Malamalama Warlord School - Director 2012 to Present
  Treasurer and Director 2013 to 2017. Helped to develop a annual budget an for the
Pre-School to 8th grade private school with ~120 students employing the Warlord
educational methods. Worked with community, teachers, and administrator in successfully
getting the school accredited by Western Association of Schools and Colleges, Association
of Waldorf Schools of North America.

Wai‘nani at Po‘ipu
  Treasurer – Elected for 3-year term starting July 2017
Kiahuna Maintenance District – Director representing Wai‘nani at Po‘ipu
EXPERIENCE SIGNIFICANT TO REAL ESTATE DEVELOPMENT
MANAGEMENT AND BROKERAGE  Joel K. LaPinta, CCIM

2015-December  Kau Coffee Farms and Ranchlands advised Lehman Brothers
Holding, Inc.  Advised client in complex development and ownership issues and eventual
disposition of a complex portfolio of agricultural, residential, and industrial lands.
Managed the over 50 farm leases to 36 coffee farmers with ~300 acres cultivated in coffee,
cellular towers and an FAA communication tower site, and various pasturage leases.  The
eventual disposition included working with the diverse stake holder interests including the
tenant coffee farmers, state and county politicians and officials, NGOs interested in the
coffee lands.  Resolution included new leases with non-disturbance provisions for the tenant
farmers and first right of refusal to acquire the title to the land they were farming after lands
subdivided and developed under a Planned Unit Development regime.  Sale also included
coordination with the buyer to resell the ocean front acreage by a coalition of the Trust for
Public Lands, State of Hawaii, and The Nature Conservancy.  (The assets sold in a bulk sale
for $10,400,000.)

2015- June  Sold Kamuela Inn (Waimea-Hawaii) hotel of 32 rooms priced for
sale with strong revenues, occupancy; an investment opportunity.  
($2,650,000)

2014- July  Sold 1,670 acres golf course and entitlements for 180 lots
home sites fna 'Ainamalu at Hu'ehu'e Ranch and Makalei Golf
Club course.  ($7,000,000)

2014 – June  Sold as exclusive broker for Kamehameha Investments a 24.5
Acre development site that is zoned for Multiple Residential
development part of the master planned Keauhou Resort
community, Kailua-Kona, Hawai'i.  ($2,900,000)

2013 – December  Sold 32 Vacant Lots in Wai'nani at Po'ipu to major U.S.
merchant builder for ($8,800,000)

2011-2013  Participated in acquisitions and dispositions of real estate valued
at approximately $175MM in my role as an employee at Kennedy
Wilson.

2011- July  Sold LH interest in Waikiki Apartment building.  ($1,300,000)

2010-2011  Dec-Mar Kennedy Wilson Auction Group
Sold six model homes at Po'ipu Project.  I managed various aspects
including acting as Hawaii broker, organizing disclosure materials,
managing ownership's preparation of homes for sale, final
negotiation with bidders, and follow through with escrow closing
details.development part of the master planned Keauhou Resort community, Kailua-Kona, Hawai'i. ($2,900,000)

2013 – December  Sold 32 Vacant Lots in Wai‘nani at Po‘ipu to major U.S. merchant builder for $8.8MM.

2011-2013  Participated in acquisitions and dispositions of real estate valued at approximately $175MM in my role as an employee at Kennedy Wilson.

2011-July  Sold LH interest in Waikiki Apartment building for $1,300,000.

2010-2011 Dec-Mar  Kennedy Wilson Auction Group sold the six model homes at Po'ipu Project. I managed various aspects including acting as Hawaii broker, organizing disclosure materials, managing ownership's preparation of homes for sale, final negotiation with bidders, and follow through with escrow closing details.

2010-October  Sourced and lead the acquisition of a resort residential development on the Island of Kauai near Po‘ipu beach. ($12,250,0000)

2010-July  Conducted a Sealed Bid Sale offering 60 separate properties and Notes secured by first mortgages.

2009-December  Hired by Kennedy Wilson as Vice President for the Commercial Investment Group in Hawaii.

2009  Advised Western United Creditors Trust in the alternative development of a 120-acre mixed property zoned Project District for Commercial, Single Family and Multi-Family development (March 2009 - $6,500,000).

2009-2010  Appointed Trustee by U.S. Bankruptcy Court to liquidate assets of various secured notes of creditors. Real Estate included 13,000 acres forestland on the Island of Hawai‘i and a partially completed single family housing development on the Island of Oahu.

2009  Purchased 18 Unit Apartment Building in Waikiki & leased up as a long stay executive rental project catering to professionals on temporary assignments in the state. (Jan 2009 - $900,000)

2008  Sale of two Mixed Commercial-Industrial Zoned (MCX) lots in Kea'au, Ola'a, Hawai'i at Ulupono Town Center. Sale of two lots consisting of over 106,000 square feet to Longs Drugs Stores. (May
2007 Hotel Zoned Oceanfront Property at Reeds Bay. Sold the property with a complicated land use issue due to the unusual shoreline issues and historic use of the property. In addition to the sales of the fee simple interest in the property I negotiated the sale of the leasehold interest. (April 2007 - $5,050,000)

2007 Site at the corner of Namahana St. & Ala Wai Blvd., Waikiki. As a principal and broker, I marketed and sold the 23,750 square feet Apartment zoned parcel formerly planned to be the site of the Royal Kahilo Condominium. The site sold to a Japanese developer and investor group for development of a 44 unit residential apartment. (January 2007 - $4,500,000 U.S.)

2006 Waikiki Super Block Site, Kalakaua Avenue, Honolulu, Hawaii. Selected as the exclusive broker for the sale of this nearly 2.2 acres site zoned for development of high density residential and commercial high-rise (up to 350 feet tall). I vetted and negotiated with over a half dozen bidders, delivered evaluation materials, communicated the specific opportunity and challenges inherent to the site to each bidder, and advised in the analysis of each offer. I advised the Seller and directly negotiated with the successful bidder. (June 2006 - $21,000,000 U.S.)

2005 University Palms, Hilo, Hawaii. Represented the Seller of the property. The apartment building located across the street from the University of Hawaii's Hilo campus was acquired in 2003 and converted for University student housing in 2004. (December 2005 - $3,250,000 U.S.)

2005 Ulupono Center, Keaau, Hawaii. Represented the Seller of the property. The Seller had secured land use approvals and construction plan approval for the subdivision of into 12 MCX (MCX allows office commercial, retail and light industrial uses. (November 2005 - $2,200,000 U.S.)

2005 Royal Kahili Condominium Site, Waikiki, Honolulu. Acquisition agent for the purchase of this 23,750 square feet site in Waikiki zoned for development of residential apartments. (Acquisition January 2005 - $1,700,000 U.S.)
2004  **Big Island Country Club**: Advised Intrawest Corporation in the sale of the property.  
(Sale closed June 2004 - $10,000,000 U.S.)

2003-2004  **Waikoloa Heights**: Was the exclusive Broker for the sale of 866 acre urban designated and residential zoned land with entitlement for development of 2,500 residential units.  
(Sale closed March 2004 - $10,000,000 U.S.)

2002  **Kealakekua Development Corporation Hawai’i**: Exclusive advisor in the sale of approximately 11,500 acres of ranch land.  
(Closed December 2002 -- $7,000,000 U.S.)

2002  **Big Island Country Club Pu’u anahulu, North Kona, Hawaii.**  Represented and advised Intrawest Corporation of Vancouver Canada (NYSE: IDR) in the purchase of an existing 18-hole P. Dye designed golf course on 425 acre site with entitlements for development of residential lots, club house, and 40 unit lodge.  
(Closed January 2002 – Price is Confidential.)

2001  **Waikoloa Beach Resort Lot No. 3, Phase IV**: Brokered the sale of a 9.78 acre residential golf course front development site entirely surrounded by a Robert Trent Jones signature golf course. The property is located within the Waikoloa Beach Resort on the South Kohala coast. ($6,750,000)

2001  **Napili, West Maui**: *Sold 3 contiguous parcels for possible residential development, a total land area of approximately 10.62 acres located just south of Napili town center. ($1,850,000)*

2001  **Kaunala Beach, North Shore, Oahu**: Sold approximately 16 acres with 1,800 linear feet of beach front and consisting of 30 existing lots. (US$7,500,000)

2001  **Waikoloa Beach Resort Lot No. 7, Phase III**: Exclusive broker for Taisei Corporation of Japan the sale of a 22.034 acres property entitled for development of up to 220 residential units, fee simple, located within the Waikoloa Beach Resort. (US$8,000,000)

2000  **Kailua Bay Resort**: Exclusive broker for sale of a 95-unit residential apartment complex. ($4,600,000)
2000 Selected by the Resolution and Correction Corporation as exclusive broker in conjunction with Deuel International Group of Laguna Beach California and Recruit Cosmos Company, Ltd. of Japan for five properties in Hawai’i and Guam with a total market value of approximately U.S. $30,000,000.

1999 Exclusive listing broker for 50 acres in Hilo zoned for residential development owned by Blue Chip Corporation of Japan. (US$1,150,000)

1999 Pepeekeo Farm Estates Subdivision: Acquired approximately 47 acres from Hawaii Farm and Land Company, LTD. (fka C. Brewer Homes, Inc.). I was the managing partner and own 50% of the limited liability company to develop and sell 7 lots. All the lots were sold by March 2003.

1999 Waikoloa Beach Resort Lot No. 6, “Kamalani Project”: Seller’s broker for an ocean front site entitled for up to 450 residential units in a master planned resort development. I prepared the marketing brochure, developed a marketing plan and executed it, presented the project to the ultimate purchaser and assisted in expediting the purchaser’s due diligence process and facilitated the closing of the transaction. (Approximately a U.S $12,000,000)


1997 Honoka’ a, Hamakua: Acquired and managed partnership in a 10 acre residential zoned parcel with preliminary approval for 38 lots subdivision and a 5 acre residential parcel with preliminary plat approval for 15 lots.

1997 Mt. View Country Estates, Puna: Exclusive broker and advisor to the AMFAC/JMB Hawaii, Inc. in the sale of 1,800 acres consisting of 42 lots of record to an investor/developer.

1996 N. Kulani Rd., Puna: Seller’s broker (AMFAC/JMB Hawaii, Inc.) for the sale of 100 acres, zoned AG-5A, to a partnership that developed a 9 lots subdivision.
1996  Pangloss LP, N. Kulani Rd., Puna: General partner of a limited partnership that acquired 100 acres and subdivided it into 7 lots.

1995  Ola’a, Puna: (AMFAC/JMB Hawaii, Inc.) for sale of 50-acre parcel for an 8 lots subdivision.

1995  Kurtistown, Puna: Seller’s agent (AMFAC/JMB Hawaii, Inc.) for sale of 8-acre residential site to a developer.

1994  Puna: I was the exclusive broker for approximately 4,000 acres of land consisting of various parcels owned by Puna Sugar Company, Inc. I advised the owner of Puna Sugar, AMFAC/JMB Hawaii, Inc. on development potential taking into consideration zoning, entitlement, and development cost. I produced economic models for valuation purposes of the various parcels lands with development potential.

1991 -1994  Nani Malio Subd., S. Hilo, Hawaii: I was a general partner owning 50% of the partnership that acquired and developer a 281 lot residential subdivision. I was responsible for all managing all aspects of the development and marketing of the project. I obtained financing for $875,000 construction of infrastructure that included county water and sanitary sewer, residential curbs and sidewalks and underground utilities, registered project with DCCA, and marketed the project consisting of 28 moderately price residential lots. (I used a combination of developer rebates and first-time home buyer lending programs that allowed the buyers to purchase with a construction loan with only 3% of the total purchase contributed to the closing. Average price of lots was $62,000 and the average house and lot package was $160,000.)

1990  Papaaloa Homestead, N. Hilo: Acquired a 2.2-acre residential zoned parcel and resold it for development into 7 lots.

1990  Kawaiulani Estates, S. Hilo: Acquisition of 6-acre urban parcel for a proposed subdivision into 21 residential lots.

1990  Advised the buyer of 98,000 square feet of shopping center in Hulen Park, Texas for Resolution Trust Corporation.

1990  Advised the buyer of three residential subdivision in the in the Dallas/Fort Worth Metroplex, Texas.
1990  Keopu Mauka, N. Kona: I was the seller’s agent for 35-acre parcel zoned AG-5A to a developer for a proposed subdivision.

1989  Papaaloa Homesteads, N. Hilo: I was the managing partner with 10% equity interest in two residential zoned ocean front parcels and brokered the sale of each.

1988  Piha Homesteads: I negotiated the acquisition of 230 acres, under and managed the entitlement process, marketing and sale of 13 lots.

1986  Lalakea Pond (6 Lot Ocean Front Subdivision): Acquired with partners a 2 acre ocean front parcel and managed the development and sales of six ocean front residential lots.

1984 – 1985  I was employed by a Hawai‘i land developer and dealer to manage the development activities for the sale of 3,000 acres consisting of 33 lots.

SIGNIFICANT CONSULTING ASSIGNMENTS

1. GE Capital Major Acquisition Division: Broker’s estimate of value for large land holdings including over 200 parcels. Provided a bulk sale valuation analysis. (The assignment included approximately 80,000 acres.)

2. Andy Beal, President of Beal Bank of Dallas Texas: Advised on availability of large land holdings on the island.

3. Mauna Kea Agribusiness, Inc.: Consultant for registration of three subdivisions under state’s Uniform Land Sales Practices Act. (The assignment included 81 lots in three projects.)


5. JPI Hawaii, LLC: Ainanalu at Waikoloa Beach Resort: Created a business model for the developer/owner to present to the capital markets for equity and debt funding. I built the business model proceeding in a scientifically avoiding making any assumptions as to the financial viability of the project. I investigated and did forensic analysis of cost to date for the horizontal land development and vertical construction and landscaping components, then worked with the construction bids to date and approved development plans, included amenity coast, off-site infrastructure, then
Joel K. LaPinta, CCIM Realtor®

included the price points and marketing time to sell 218 single family homes, 20 vacant lots, and 60 residential condominium.
<table>
<thead>
<tr>
<th>LUC Condition</th>
<th>Requirement</th>
<th>Satisfaction of LUC Condition (X)</th>
<th>Rezoning Ordinance No. 13-29 companion condition</th>
<th>Summary of Actions to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compliance with Representations to the Commission</td>
<td>O</td>
<td></td>
<td>Petitioner acknowledges and shall comply with this condition.</td>
</tr>
</tbody>
</table>
| 2             | Completion of Project                                   | B                                |                                               | On 03/01/07, the fifth revised preliminary plat map ("PPM") was submitted to the Planning Department. The Planning Department by letter dated 04/05/07 issued the Third Revised Tentative Subdivision Approval letter.  

By letter dated 03/18/16, the Planning Department granted a second administrative time extension until 03/13/18 within which to submit the final plat map and obtain Final Subdivision Approval ("FSA") for not less than 50 lots, and until 03/13/23 for the remaining project lots.  

Assuming a favorable outcome for the LUC proceeding on the OSC, the Petitioner will apply to the County for a 5-year extension of time to obtain FSA for Phase 1, and a 10-year extension of time to obtain FSA for the remaining Phase(s) of the Project. |
<p>| 3             | Reversion on Failure to Complete Project                | O                                |                                               | N/A.                                                                                                                                                    |
| 4             | Water Resource Allocation                               | H                                |                                               | Petitioner acknowledges and shall comply with this condition.                                                                                              |
| 5             | Water Conservation Measures                             | H                                |                                               | Petitioner acknowledges and shall comply with this condition.                                                                                              |
| 6a            | Transportation: Waikoloa Road and Queen Ka'ahumanu Highway intersection improvements | X                                | None                                          | The Waikoloa Road/Queen Ka'ahumanu Highway intersection improvements were undertaken and completed by the Hilton Grand Vacation Corporation for its additional time share operations. Therefore reaching an agreement with State DOT is moot. |</p>
<table>
<thead>
<tr>
<th>LUC Condition</th>
<th>Requirement</th>
<th>Satisfaction of LUC Condition</th>
<th>Rezoning Ordinance No. 13-29 companion condition</th>
<th>Summary of Actions to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>6b</td>
<td>Transportation: Mamalahoa Highway and Waikoloa Road intersection improvements</td>
<td>None</td>
<td></td>
<td>On 09/27/07, Project engineer R.M. Towill Corporation submitted to the State DOT, the budgetary estimates for the Mamalahoa Highway and Waikoloa Road intersection improvements.</td>
</tr>
<tr>
<td>7</td>
<td>Street Lights</td>
<td>None</td>
<td></td>
<td>Petitioner acknowledges and shall comply with this condition.</td>
</tr>
<tr>
<td>8</td>
<td>Plant Species</td>
<td>None</td>
<td></td>
<td>Petitioner acknowledges and shall comply with this condition.</td>
</tr>
<tr>
<td>9</td>
<td>Affordable Housing</td>
<td>X</td>
<td>E</td>
<td>The Petitioner and the County Housing and Community Development (&quot;OHCD&quot;) entered into the affordable housing Agreement dated 12/01/16. FSA under SUB-17-1716 (which created the affordable housing site at TMK: (3) 6-8-002:057) was approved by the Planning Department on 05/15/17. By Deed, the affordable housing site property was conveyed to Plumeria at Waikoloa, LLC and recorded in the Bureau of Conveyances on 01/29/18, as Document No. A-66030880. The Petitioner and OHCD executed the Release in full satisfaction of the Agreement.</td>
</tr>
<tr>
<td>10</td>
<td>Previously Unidentified Burial/Archaeological/Historic Sites</td>
<td>None</td>
<td></td>
<td>Petitioner acknowledges and shall comply with this condition.</td>
</tr>
<tr>
<td>11</td>
<td>Archaeological Site 22</td>
<td>None</td>
<td></td>
<td>Petitioner acknowledges and shall comply with this condition.</td>
</tr>
<tr>
<td>12</td>
<td>Drainage</td>
<td>F</td>
<td></td>
<td>The Petitioner's project engineer RMTC submitted the Preliminary Drainage Report for Waikoloa Highlands, Increments 1 and 2 to DPW on 06/22/07.</td>
</tr>
<tr>
<td>13</td>
<td>Wastewater</td>
<td>None</td>
<td></td>
<td>Petitioner acknowledges and shall comply with this condition.</td>
</tr>
<tr>
<td>LUC Condition</td>
<td>Requirement</td>
<td>Satisfaction of LUC Condition (X)</td>
<td>Rezoning Ordinance No. 13-29 companion condition</td>
<td>Summary of Actions to Date</td>
</tr>
<tr>
<td>---------------</td>
<td>-------------</td>
<td>----------------------------------</td>
<td>-----------------------------------------------</td>
<td>---------------------------</td>
</tr>
<tr>
<td>14</td>
<td>Solid Waste</td>
<td>G</td>
<td>Petitioner acknowledges and shall comply with this condition.</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Civil Defense</td>
<td>None</td>
<td>Petitioner acknowledges and shall comply with this condition.</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Established Access Rights Protected</td>
<td>None</td>
<td>Petitioner acknowledges and shall comply with this condition.</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Air Quality Monitoring</td>
<td>None</td>
<td>Petitioner acknowledges and shall comply with this condition.</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Best Management Practices</td>
<td>None</td>
<td>Petitioner acknowledges and shall comply with this condition.</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Energy Conservation Measures</td>
<td>None</td>
<td>Petitioner acknowledges and shall comply with this condition.</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Notice of Change of Ownership</td>
<td>X</td>
<td>Status letter dated 06/08/18 from Steven S.C. Lim, counsel for Petitioner.</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>Annual Reports</td>
<td>X</td>
<td>Petitioner will file its Combined 2017-2018 annual report prior to the 08/22/18 hearing.</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Release of Conditions</td>
<td>X</td>
<td>Petitioner acknowledges and shall comply with this condition.</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Notice of Imposition of Conditions</td>
<td>X</td>
<td>Notice of Imposition of Conditions by the Land Use Commission was recorded at the Bureau of Conveyances on 06/19/08, as Document No. 2008-100396.</td>
<td></td>
</tr>
<tr>
<td>24</td>
<td>Recordation of Conditions</td>
<td>X</td>
<td>Declaration of Condition ns Applicable to an Amendment of District Boundary From Agricultural to Rural was recorded at the Bureau of Conveyances on 08/14/08, as Document No. 2008-127524.</td>
<td></td>
</tr>
</tbody>
</table>
December 07, 2016

TRANSMITTAL

TO: Sidney M. Fuke  
Planning Consultant  
121 Waiānuenue Avenue, Suite 212  
Hilo, Hawai‘i 96720

FROM: Neil S. Gyotoku  
Housing Administrator

SUBJECT: AFFORDABLE HOUSING AGREEMENT WAIKOLOA HIGHLANDS

WE ARE TRANSMITTING THE FOLLOWING FOR YOUR INFORMATION:

<table>
<thead>
<tr>
<th>ORIG</th>
<th>DATE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>12/1/2016</td>
<td>Affordable Housing Agreement</td>
</tr>
</tbody>
</table>

Should you have any questions, please contact Alan Rudo at 961-8379.

Thank you.
<table>
<thead>
<tr>
<th>DEVELOPER:</th>
<th>Waikoloa Highlands, Inc, a Colorado corporation, whose principal place of business and mailing address is: 401 N. Brand Blvd. Suite 726, Glendale, CA 91203</th>
</tr>
</thead>
<tbody>
<tr>
<td>COUNTY:</td>
<td>COUNTY OF HAWAII, a municipal corporation of the State of Hawaii, whose principal place of business and mailing address is 25 Aupuni Street, Hilo, Hawaii 96720</td>
</tr>
<tr>
<td>TAX MAP KEY(S):</td>
<td>(3) 6-8-002:016</td>
</tr>
</tbody>
</table>

(This document consists of 8 pages.)
AGREEMENT

This Agreement is made and effective this 1st day of Dec., 2016 by and between Waikoloa Highlands, Inc., a Colorado corporation, hereinafter referred to as “Developer”, whose principal place of business and mailing address is 4316 Marina City Drive, Suite G101, Marina Del Rey, CA 90292, and the COUNTY OF HAWAII, a municipal corporation of the State of Hawaii, hereinafter referred to as “County”, whose principal place of business and mailing address is 25 Aupuni Street, Hilo, Hawaii 96720.

WHEREAS, the Developer proposes to develop the Highlands project consisting of 731.579-acres of real property located at TMK: (3) 6-8-002:016 and further depicted on Exhibit A hereto into 386 +/- residential-agricultural lots herein referred to the “Development Site”; and

WHEREAS, Chapter 11, Article 1 of the Hawaii County Code, relating to Affordable Housing Policy, authorizes the Mayor, the Office of Housing and Community Development (the “OHCD”) or their duly authorized representative to enter into this Agreement with the Developer; and

WHEREAS, on March 13, 2003, County of Hawaii Change of Zone Ordinance No. 13-29 became effective, amended Ordinance No. 07-127, which amended Ordinance No. 05-157, which amended Ordinance No. 95-51, which amended Ordinance No. 90-16, which reclassified lands from Agricultural 5-Acre (A5a) (Formerly Unplanned) and Multiple Family Residential – 1,500 Square Feet (RM-15.) to Residential – Agricultural 1 Acre (RA-1a) and Open (O), subject to Condition “E”, which provides for the development of affordable housing lots as follows:

...To ensure that the goals and policies of the Housing Element of the General Plan are implemented, the applicant shall comply with the requirements of Chapter 11, Article 1, Hawaii’i County Code relating to Affordable Housing Policy. This requirement shall be approved by the Administrator of the Office of Housing and Community Development prior to final subdivision approval;

WHEREAS, the parties hereto have evaluated the various options available for development of the Affordable Housing Site to satisfy the affordable housing goals and policies of the State of Hawaii and County of Hawaii; and

NOW, THEREFORE, in consideration of the mutual covenants in this Agreement, and pursuant to Chapter 11, Article 1 (Affordable Housing) of the Hawaii’i County Code (“Chapter 11”), the parties hereby agree as follows:

1. In consideration of the mutual covenants in this Agreement, and pursuant to Chapter 11, Article 1 (Affordable Housing) of the Hawaii’i County Code (“Chapter 11”), the parties hereby agree that upon compliance with the terms of the Agreement, the Developer shall have satisfied the requirements of Condition “E” of Ordinance No. 13-29.

2. The Developer shall subdivide and convey to Plumeria At Waikoloa LLC, a Hawaii’i non-profit corporation, approximately 11.8 +/- acres of land within a 14.951 acre area of the Development Site as depicted on Exhibits B and C hereto.
and identified as Affordable Housing Site on Exhibit D hereto within 180 days of execution of this agreement.

3. If the efforts of the Developer to convey the Affordable Housing Site are delayed by any of the following (collectively, “Force Majeure”): (a) war, earthquake, fire, flood, volcanic activity or other similar natural disaster, or by general or industry-wide strike in the County of Hawaii, shipping strike in the State of Hawaii or on the continental United States, or (b) the failure of any Government Agencies to approve or consent to any matter for which such approval or consent is required within a reasonable time after the Developer has made a request therefor despite reasonable efforts on the part of the Developer to obtain such consent or approval, then, and in any such event, the time periods set forth in this Agreement for conveyance of the Affordable Housing Site shall be extended by the number of days that the Developer is delayed as a result of the specified event of Force Majeure.

4. This Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns. This Agreement shall be recorded against the land by the Developer at the Bureau of Conveyances or with the Land Court of the State of Hawaii as applicable, within thirty days after being fully executed by the parties. The parties agree to take such actions and execute whatever other documents as are necessary to effectuate and carry out the intent of this Agreement. This Agreement supersedes all other agreements and understandings (whether oral or written) made heretofore or contemporaneously herewith by the parties. The provisions of this Agreement may not be modified, altered or changed except by another written instrument executed by the parties hereto.

5. Upon the determination of compliance with the terms of this Agreement, a Release or a Partial Release of this Agreement, as applicable, shall be executed by the parties hereto and filed by the Developer with the Bureau of Conveyances, or with the Land Court of the State of Hawaii, as applicable.

6. Immediately upon termination, lapse, disapproval or revocation (as applicable) of Developer’s plan, or tentative approval, this Agreement shall, without any further action on the part of any party hereto, terminate and be of no further force or effect.

7. Upon the written request of the Developer, the County may agree to subordinate its rights hereunder to the encumbrance of any mortgages and security agreements to any bank or lender for the site for the purpose of completing construction of the affordable housing lots. If the County consents to such subordination (which consent shall not be unreasonably withheld), it shall execute any further documentation or subordination agreement necessary to carry out the provisions of such subordination.
8. In accordance with Executive Order 142 issued on February 11, 2005 by the Mayor of the County, during the performance of this Agreement, Developer hereby agrees as follows:

a. Developer shall comply with all requirements set forth in Federal and State laws and regulations relative to Title VI of the Civil Rights Act of 1964, as amended, which provide for non-discrimination in Federally assisted programs.

b. Developer shall not discriminate against any employee or applicant for employment because of race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law. The contractor shall assure that applicants are employed and that employees are treated during employment without regard to race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

c. Developer shall in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all qualified applicants shall receive consideration for employment without regard to race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law.

d. In the event of Developer's noncompliance with the nondiscrimination clauses of this contract, this contract may be canceled or suspended in whole or in part and the contractor may be declared ineligible for further County contracts until such time that the contractor by satisfactory evidence, in good faith, ceases such discriminatory practices or procedures.

e. Developer who subcontracts any portion of the contract shall assure the County that such subcontractor shall abide by the nondiscrimination provisions stated herein and agrees that any subcontractor who is found in violation of such provisions shall subject the principal contractor's contract with the County to be terminated or suspended pursuant to subsection (d) above.
f. Developer may direct any bidder, prospective contractor, or subcontractor to submit a statement in writing signed by an authorized officer, agent, or employee of the contracting party that the signer's practices and policies do not discriminate on the grounds of race, ancestry/national origin, religion, color, disability, age, marital status, military status, veteran's status, sexual orientation, lactation, arrest and court record, citizenship, or any other classification protected by state or federal law, and that the terms and conditions of employment under the proposed contract shall be in accordance with the purposes and provisions stated herein.

9. This instrument may be executed in two or more counterparts, and when all counterparts have been executed, each counterpart shall be considered an original but when assembled shall constitute one and the same instrument, and shall have the same force and effect as though all of the signatories had executed a single signature page. Any unexecuted duplicate pages may be omitted from the assembled original document.

10. The parties agree that no party shall be deemed to be the drafter of this Agreement, and further that in the event this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provisions of this Agreement against any party as the drafter of this Agreement.

11. This Agreement shall be governed and construed in accordance with the laws of the State of Hawai‘i.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]
IN WITNESS WHEREOF, the parties have executed these presents on the date and year first above-written.

“DEVELOPER”:
Waikoloa Highlands Inc.
A Colorado corporation

By: ____________________________
Natalia Batichtcheva, Director
Date: 11-18-16

RECOMMEND APPROVAL:

Susan K. Akiyama
Housing Administrator
Date: 11-22-16

“COUNTY”:
COUNTY OF HAWAII

By: ____________________________
WILLIAM P. KENOI
MAYOR
Name: ____________________________
Title: ____________________________
Date: DEC 1-2016

APPROVED AS TO FORM
AND LEGALITY:

By: ____________________________
Deputy Corporation Counsel
Date: NOV 30 2016
On this 18th day of Nov., 2016, before me personally appeared, 
Natalia Batichtcheva, to me personally known, who, being by me 
duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free 
act and deed of such person(s), and if applicable in the capacity shown, having been duly 
authorized to execute such instrument in such capacity.

(Signature)

Name: Sheram Massehian

Notary Public, State of California

My commission expires:

[Notary seal with information]
EXHIBIT A

MAP OF DEVELOPMENT AREA
EXHIBITS B & C

MAPS OF 14.951 ACRE AREA
14.951 ACRE AREA

EXHIBIT B
March 28, 2017

Mr. Michael Yee, Director
Planning Department
COUNTY OF HAWAI’I
101 Pauahi Street
Hilo, HI 96720

Dear Mr. Yee:

Subject: Subdivision Application – Waikoloa Highlands, Inc.
Waikoloa, South Kohala, HI, TMK: 6-8-002:016

Please find enclosed ten (10) copies of a proposed three (3) lot subdivision. The primary reason for this is to enable the conveyance 11.707 acre area to the County for the development of an affordable housing project. I am attaching a copy of the Affordable Housing Agreement, dated December 1, 2016, between the landowner and the County on this matter. The proposed 3.244 acre lot is intended to be conveyed to another entity that will indirectly support the housing project; and the remaining lot is the large “remnant”.

As you review this, please note – and as discussed with Mr. Jonathan Homes of your staff - that the subject property already has been granted tentative subdivision approval (SUB 89-000179). As such, we respectfully request that that subdivision be held in abeyance pending the consummation of the subject application. Upon receipt of final approval of the subject application, a revised subdivision map for the balance of the property will be submitted for your review and issuance of a revised tentative subdivision approval.

In addition to the proposed subdivision maps, enclosed are five (5) copies of the application form and the filing fee of $300.00

Should you have questions on this matter, please feel free to direct them to me.
Thank you very much.

Sincerely,

[Signature]
SIDNEY M. FUKE
Planning Consultant

Enclosures – agreement/maps/filing fee
Copy – Waikoloa Highlands, Inc. w/ enclosures

110616

Exhibit 9
SUBDIVISION AND/OR CONSOLIDATION APPLICATION
COUNTY OF HAWAII
PLANNING DEPARTMENT

SUBdivider: Waikoloa Highlands, Inc

SUBdivider's Signature: (Signature)

DATE: March 22, 2017

ADDRESS: 401 N Brand, Suite 726 Glendale, CA 91203

PHONE NO: (818) 441-6569

SUBdivider's Interest, if not recorded owner:

RECORDED OWNER: Waikoloa Highlands, Inc

OWNER'S SIGNATURE: (Signature)

ADDRESS: 401 N Brand, Suite 726 Glendale, CA 91023

PHONE NO: (818) 441-6569

ENGINEER/SURVEYOR: Wes Thomas Associates

ADDRESS: 75-5749 Kalawa Street, Kailua-Kona, HI 96740

PHONE NO: 329-2353

DESCRIPTION OF SUBDIVISION: Proposed 3 lot subdivision

TAX MAP KEY: 6-8-002 016

NO OF LOTS: 3

AVERAGE SIZE LOTS: 3.2 acres, 11.7 acres, 71.6 acres

TOTAL ACRES: 731.5 acres

ZONING: RA-1a and Open

THIS APPLICATION MUST BE ACCOMPANIED BY:

1) 10 copies of the preliminary map drawn to scale and prepared in accordance with Article 4, Divisions 1 and 2, Chapter 23, Subdivision Control Code of the County of Hawaii. This also includes a vicinity map. The Planning Director requests an additional copy of the Final Plat be submitted as a "dwg" or "dxf" file prepared by CAD software.

2) Filing fee based on $250.00 plus $25.00 per lot resulting from the subdivision and/or consolidation action, exclusive of roadway or easement parcels, by check payable to the County Director of Finance.

3) Original and 5 copies of the letter of transmittal and completed application form.
AFTER RECORDATION, RETURN BY MAIL (X) PICK-UP ( )

Waikoloa Highlands, Inc.
121 West Lexington Drive, Suite 726
Glendale, CA 91203

THIS DOCUMENT CONTAINS 4 PAGES

TITLE OF DOCUMENT:

WARRANTY DEED

PARTY TO DOCUMENT:

GRANTOR: WAIKOLOA HIGHLANDS, INC., a Colorado Corporation, whose principal place of business address and mailing address is 121 West Lexington Drive, Suite 726, Glendale, CA 91203

GRANTEE: PLUMERIA AT WAIKOLOA, LLC, a Hawai‘i limited liability company, who principal place of business and mailing address is P.O. Box 5258, Hilo, HI 96720

PROPERTY DESCRIPTION:
Tax Map Key: (3) 6-8-002: 057

1

Exhibit 10
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That WAIKOLOA HIGHLANDS, INC., a Colorado Corporation, whose principal place of business and mailing address is 121 West Lexington Drive, Suite 726, Glendale, CA 91203, hereinafter called the "Grantor" for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to the Grantor paid by PLUMERIA AT WAIKOLOA, LLC, a Hawai‘i limited liability company, whose principal place of business and mailing address is P.O. Box 5258, Hilo, HI 9720, hereinafter called the "Grantee", the receipt of whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee all of those certain real property designated on the tax maps of the Third Taxation Division, State of Hawai‘i, as Tax Map Key (3) 6-8-002: 057, more particularly described in Exhibit A attached hereto and made a part hereof.

TOGETHER WITH ALL and singular the buildings, improvements, rights, tenements, hereditaments, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed in connection therewith.

TO HAVE AND TO HOLD the same into the Grantee, its successors and assigns, in fee simple forever.

AND THE SAID GRANTOR does hereby covenant with the Grantee that the Grantor is lawfully seized in fee simple of said granted premises and that the said premises are free and clear of all encumbrances except as aforesaid, and except for assignments for real property taxes not yet due. And the said Grantor further covenants and agrees that the
real property taxes not yet due. And the said Grantor further covenants and agrees that the Grantor has good right to sell and convey the said premises in the manner aforesaid; that the Grantor will WARRANT AND DEFEND the same unto the Grantee against the lawful claims and demands of all persons, except as aforesaid.

IT IS MUTUALLY AGREED the terms “Grantor” and “Grantee”, as and when used hereinabove or hereinbelow shall mean and include the masculine or feminine, the singular or plural number, individuals, associations, trustees, corporations or partnerships, and their and each of their respective successors in interest, heirs, executors, personal representatives, administrators and permitted assigns, according to the context hereof, and that if these presents shall be signed by two or more grantors, or by two or more grantees, all covenants of such parties shall be and for all purposes deemed to be their joint and several covenants.

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

IN WITNESS WHEREOF, this instrument has been executed by the undersigned on this __ day of __, 2017.
STATE OF CALIFORNIA

On this 1st day of June, 2017, before me personally appeared Natalia Batichtcheva, to me personally known who, being by me duly sworn, did say that she as the Director of Waikoloa Highlands, Inc., 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.

[Signature]
Notary Public, State of
My commission expires: 5/30/2019
LOT 2-B-2-B

Land situated on the Southerly side of Waikoloa Road at Waikoloa, South Kohala, Island and County of Hawaii, State of Hawaii.

Being portions of:
Lot 2-B-2; and
Royal Patent 5671, Land Commission Award 8521-B, Apana 1 to G. D. Hueu.

Beginning at the Northwestern corner of this parcel of land, being also the Northeastern corner of Lot 2-B-2-A of this subdivision and being a point on the Southerly side of Waikoloa Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU HINAI" being 8,326.80 feet North and 1,688.99 feet West and running by azimuths measured clockwise from True South:

1. 291° 44’ 07” 455.27 feet along the Southerly side of Waikoloa Road to a point;

2. 21° 44’ 07” 565.00 feet along Lot 2-B-2-C of this subdivision and along the remainders of Lot 2-B-2 and Royal Patent 5671, Land Commission Award 8521-B, Apana 1 to G. D. Hueu to a point;

3. 111° 44’ 07” 1,605.29 feet along Lot 2-B-2-C of this subdivision and along the remainders of Lot 2-B-2 and Royal Patent 5671, Land Commission Award 8521-B, Apana 1 to G. D. Hueu to a point;

4. 259° 46’ 854.64 feet along Lot 2-B-1 and along the remainder of Royal Patent 5671, Land Commission Award 8521-B, Apana 1 to G. D. Hueu to a point;
Thence, for the next four (4) courses following along Lot 2-B-2-A of this subdivision and
along the remainders of Lot 2-B-2 and Royal Patent 5671, Land Commission
Award 8521-B, Apana 1 to G. D. Hueu:

5.  21° 44' 07"
    244.00 feet to a point;

6.  291° 44' 07"
    405.00 feet to a point;

Thence, following on a curve to the left with a radius of 20.00 feet, the chord azimuth and
distance being:

7.  246° 44' 07"
    28.28 feet to a point;

8.  201° 44' 07"
    336.51 feet to the point of beginning and containing an
area of 11.707 Acres.

SUBJECT, HOWEVER, to a portion of Existing Easement 8 (100-Ft. Wide) for Electrical
Purposes and being more particularly described as recorded at the Bureau of Conveyances in

ALSO SUBJECT, HOWEVER, to a portion of Existing Easement "E-4" (75-Ft. Wide) for
Electrical and Telephone Purposes and being more particularly described as recorded at the
Bureau of Conveyances in Honolulu, Hawaii as Document No. A-54080020 and as shown on File
Plan 1172.

TOGETHER WITH, Easement "SSU-1" (20-Ft. Wide) for Sanitary Sewer and Utility
Purposes over and across Lot 2-B-2-C and being more particularly described by the attached
description.

WES THOMAS ASSOCIATES

Chrysalis Thomas Yamasaki
Licensed Professional Land Surveyor
State of Hawaii Certificate No. LS-4331

75-5749 Kalawa Street
Kailua-Kona, Hawaii 96740-1817
TMK: 6-8-002: portion 016 (3rd Division)
May 19, 2017
EASEMENT "SSU-1"
(20-FT. WIDE)
FOR SANITARY SEWER AND UTILITY PURPOSES
OVER AND ACROSS LOT 2-B-2-C
IN FAVOR OF LOT 2-B-2-B

Land situated along the Northwesterly boundary of Lot 2-B-2-C and on the Easterly side of Pua Melia Street at Waikoloa, South Kohala, Island and County of Hawaii, State of Hawaii.

Being portions of:

Lot 2-B-2-C; and

Royal Patent 5671, Land Commission Award 8521-B, Apana 1 to G. D. Hueu.

Beginning at the Northwesterly corner of this easement, being also the Northwesterly corner of Lot 2-B-2-C and a point on the Easterly side of Pua Melia Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU HINAI" being 8,167.53 feet North and 3,300.58 feet West and running by azimuths measured clockwise from True South:

1. 259°  46'  339.49  feet along Lot 2-B-1 to a point;

2. 291°  44'  07"  37.77  feet along Lot 2-B-2-B of this subdivision to a point;

3. 79°  46'  382.77  feet along the remainder of Lot 2-B-2-C to a point;

#18858.2
Thence, from a tangent azimuth of 200° 08' 20" following along the Easterly side of Pua Melia Street on a curve to the left with a radius of 630.00 feet, the chord azimuth and distance being:
feet to the point of beginning and containing an area of 7,220 Square Feet.

WES THOMAS ASSOCIATES

[Signature]

Chrystal Thomas Yamasaki
Licensed Professional Land Surveyor
State of Hawaii Certificate No. LS-4331

75-5749 Kalawa Street
Kailua-Kona, Hawaii 96740-1817
TMK: 6-8-002: portion 016 (3rd Division)
May 19, 2017
EASEMENT "SSU-1"
(20-FT. WIDE)
FOR SANITARY SEWER AND UTILITY PURPOSES
OVER AND ACROSS LOT 2-B-2-C
IN FAVOR OF LOT 2-B-2-B

Land situated along the Northwesterly boundary of Lot 2-B-2-C and on the Easterly side of Pua Melia Street at Waikoloa, South Kohala, Island and County of Hawaii, State of Hawaii.

Being portions of:

Lot 2-B-2-C; and

Royal Patent 5671, Land Commission Award 8521-B, Apana 1 to G. D. Hueu.

Beginning at the Northwesterly corner of this easement, being also the Northwesterly corner of Lot 2-B-2-C and a point on the Easterly side of Pua Melia Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU HINAI" being 8,167.53 feet North and 3,300.58 feet West and running by azimuths measured clockwise from True South:

1. 259° 46' 00" 339.49 feet along Lot 2-B-1 to a point;

2. 291° 44' 07"
   37.77 feet along Lot 2-B-2-B of this subdivision to a point;

3. 79° 46'
   382.77 feet along the remainder of Lot 2-B-2-C to a point;
Thence, from a tangent azimuth of 200° 08' 20" following along the Easterly side of Pua Melia Street on a curve to the left with a radius of 630.00 feet, the chord azimuth and distance being:

feet to the point of beginning and containing an area of 7,220 Square Feet.

WES THOMAS ASSOCIATES

[Signature]

Chrystal Thomas Yamasaki
Licensed Professional Land Surveyor
State of Hawaii Certificate No. LS-4331

75-5749 Kalawa Street
Kailua-Kona, Hawaii 96740-1817
TMK: 6-8-002; portion 016 (3rd Division)
May 19, 2017
July 25, 2017

TRANSMITTAL

TO: Sidney M. Fuke,
Planning Consultant
100 Pauahi Street, Suite 212,
Hilo Hawai‘i 96720

FROM: Neil S. Gyotoku
Housing Administrator

SUBJECT: RELEASE AGREEMENT FOR WAIKOLOA HIGHLANDS
TMK: (3)6-8-002:016 & 057

WE ARE TRANSMITTING THE FOLLOWING FOR YOUR INFORMATION:

<table>
<thead>
<tr>
<th>ORIG</th>
<th>DATE</th>
<th>DESCRIPTION</th>
</tr>
</thead>
</table>
| 1    | 07/20/2017| Release Agreement
TMK: (3)6-8-002:016 & 057 |

Should you have any questions, please contact Alan Rudo at 961-8379.

c. Accounting
AFTER RECORDATION, RETURN BY MAIL (X) PICK-UP ( )

WAIKOLOA HIGHLANDS, INC.
121 West Lexington Drive, Suite 726
Glendale, CA 91203

TITLE OF DOCUMENT:

AFFORDABLE HOUSING RELEASE AGREEMENT

PROPERTY DESCRIPTION:

Tax Map Key: (3) 6-8-002: 057 (the “Affordable Housing Site”)
Waikoloa, South Kohala, Hawai‘i

(This document consists of 3 pages)

RELEASE AGREEMENT

This Agreement is made and effective this \textbf{20th} day of \textbf{July}, 2017, by and between WAIKOLOA HIGHLANDS, INC., a Colorado corporation, hereinafter referred to as “Developer”, whose principal place of business and mailing address is 121 West Lexington Drive, Suite 726, Glendale, California 91213, and the COUNTY OF HAWAI‘I, a municipal corporation of the State of Hawai‘i, hereinafter referred to as “County”, whose principal place of business and mailing address is 25 Aupuni Street, Hilo, Hawai‘i 96720.

WHEREAS, the Developer proposes to develop the Waikoloa Highlands 386+/- residential lot project, hereinafter referred to as “Highlands project”, on approximately of 731+/- acres of real property at TMK: (3) 6-8-002: 016; and
WHEREAS, to address and satisfy the Highland Project’s affordable housing requirement as mandated in County of Hawai‘i Change of Zone Ordinance No. 13-29, the Developer and the County entered into an unrecorded Agreement, dated December 1, 2016, which required the subdivision and conveyance to Plumeria At Waikoloa, LLC, a Hawai‘i non-profit corporation, the “Affordable Housing Site” consisting of approximately 11.8+/- acres of land identified as TMK: (3) 6-8-002: 057 and as depicted in the unrecorded Agreement; and

WHEREAS, the Developer has taken such actions and has executed all necessary documents as required it under said unrecorded Agreement; and

WHEREAS, it has been confirmed that the Developer has taken such actions and has satisfied the conditions as set forth in said unrecorded Agreement;

THEREFORE, any restrictive terms and conditions on the property as set forth in the Agreement have been and herein are released and further that the affordable housing requirement for the Highlands project is hereby deemed to have been fulfilled.

IN WITNESS WHEREOF, the parties have executed these presents on the date and year first above-written.

RECOMMEND APPROVAL:

[Signature]

NEIL S. GYOTO
Housing Administrator, OHCD
Date: JUL 05 2017

WAIKOLOA HIGHLANDS, INC.
a Colorado Corporation

By: [Signature]
Natalia Batichcheva, Director
Date: 06/01/17

DEVELOPER

APPROVED AS TO FORM
AND LEGALITY:

[Signature]
Office of Corporation Counsel

By: [Signature]
Deputy Corporation Counsel

COUNTY OF HAWAI‘I

By: [Signature]
Managing Director
Its: WILFRED M. OKABE
COUNTY
On this 1st day of June, 2017, before me personally appeared Natalia Batichcheva, to me personally known who, being by me duly sworn, did say that she as the Director of Waikoloa Highlands, Inc., 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.

[Signature]

Notary Public, State of [Signature]

My commission expires: 5/25/2019
STATE OF HAWAI'I  
COUNTY OF HAWAI'I  

On this 20th day of July, 2017, before me personally appeared WILFRED M. OKABE, to me personally known, who, being by me duly sworn, did say that he is the Managing Director of the County of Hawai'i, a municipal corporation of the State of Hawai'i, that the foregoing instrument was signed on behalf of the County of Hawai'i by authority given to said Mayor of the County of Hawai'i by Sections 5-1.3 and 13-13 of the County Charter, County of Hawai'i (2016), as amended, and assigned by the Mayor to the Managing Director pursuant to Section 6-1.3(h) of the County Charter; and said WILFRED M. OKABE acknowledged said instrument to be the free act and deed of said County of Hawai'i.

MARTHA A. RODILLAS  
Print or Type Name

Notary Public, State of Hawai'i

My Commission Expires: 03-26-18

NOTARY CERTIFICATION

Doc. Date: 7/20/17  
undated at time of notary  

Doc. Description: Affordable Housing Release Agreement

MARTHA A. RODILLAS  
Notary Signature  
7/20/17  

Third Circuit
Letter of Transmittal

To: Department of Public Works
Address: Engineering Division
        County of Hawaii
        101 Pauahi Street, Suite 7
        Hilo, Hawaii 96720
        Phone No: (808) 961-8327
        Fax No: (808) 961-8327

Attention: Ms. Robyn Matsumoto

Date: March 17, 2008
Fax Number: 
Project: Waikoloa Highlands Sub’d - Roundabout
        Sub’d No. 89-179
        DPW Folder No. 6858
RMTC Project Number: 1-20580-0E

Sending
☐ Attached ☐ Under Separate Cover ☐ Via Facsimile
☐ Drawing Prints ☐ Drawing Originals ☐ Specifications ☐ Other
☐ Cost Estimate ☐ Change/Field Order ☐ Digital Files

Number of Copies: 3
Description: Waikoloa Roundabout At Waikoloa Road, Pua Melia Street & Paniolo Avenue Plans
(Dated February 29, 2008)

Action
☐ Approval ☐ Review and Comment ☐ Your Use
☐ Signature and Return To This Office ☐ As Requested ☐ Appropriate Action

Remarks

Robyn,

Persuant to Ordinance No. 07-127, we are submitting the off-site intersection improvements (Roundabout) for
review and approval.

If you have any questions, please call me at (808)842-1133 or by email at HaroldT@rmtowill.com.

Exhibit C

Exhibit 12
July 30, 2009

Sidney Fuke
Planning Consultant
100 Pauahi Street, Suite 212
Hilo, HI 96720

Dear Mr. Fuke:

FINAL SUBDIVISION APPROVAL NO.SUB-09-000887
FINAL PLAT MAP
SUBDIVIDERS: WAIKOLOA MAUKA, LLC
"Wailani Bulk Lots"
Subdivision of Lot 2-B
Into Lots 2-B-1, 2-B-2, & 2-B-3
Waikoloa, South Kohala, Island of Hawai‘i, Hawai‘i
TMK: (3) 6-8-002.016

This is to acknowledge receipt of ten (10) copies of the final plat map dated July 7, 2009; CD of the final plat map in digital format; Surveyor’s Certification of Staking; and filing fee of $ 325.00 for the referenced application for 3 bulk lots.

This application is being processed under Section 23-13 wherein the director may make exceptions to the Subdivision Code, Chapter 23, Hawai‘i County Code (HCC) where there is a plan and program for a complete community development that provides adequate public spaces and improvements for the circulation, recreation, light, air, and service needs of the tract when fully developed and populated and covenants or other legal provisions are provided to assure conformity to and achievement of the plan. The purpose of this particular action is to subdivide out an area of the project site in the hopes of establishing a Community Facilities District for "Wailani" (SUB-89-000179), formerly known as "Waikoloa Heights". We note that Lot 2-B-1 affects Lot 400 of said pending subdivision and will need to be reflected on any future plat map submission(s) of SUB-89-000179.

Hawai‘i County is an Equal Opportunity Provider and Employer

Exhibit 13
Please be informed that final subdivision approval for recordation is hereby granted to the final plat map as attached herewith inasmuch as all requirements of the Subdivision Code, Chapter 23, Section 23-13 related to Large Scale Development, as modified have been met.

You and the subdivider may wish to consult an attorney and surveyor for the preparation of the necessary legal documents and description of the certified final plat map for the purpose of recordation with the State of Hawai‘i, Bureau of Conveyances.

By a copy of this letter, we are forwarding a copy of the certified final plat map to the listed officers for their file.

Copies of the certified final plat map are enclosed.

Should you have any questions, please feel free to contact Jonathan Holmes of this department.

Sincerely,

BJ LEITHEAD TODD
Planning Director

Encls: Receipt # 475894
  2 Certified FPM

xc: Manager, DWS w/application & Certified FPM
    Director, DPW w/application & Certified FPM
    District Environmental Health Program Chief, DOH w/application & Certified FPM
    District Engineer, DOT w/application & Certified FPM
    PLNG-KONA w/Certified FPM
    Tax Division-Kona with Certified FPM
    Tax Maps and Records Supervisor w/Certified FPM & CD
    DPW-ENG-KONA
    Jai Kaopuiki, LPLS, RM Towill Corporation
    WAIKOLOA MAUKA, LLC
    PUD 42; REZ 678; SUB-89-000179
May 15, 2017

Chryystal Thomas Yamasaki, LPLS
Wes Thomas Associates
75-5749 Kalawa Street, Suite 201
Kailua-Kona, HI 96740

Dear Ms. Yamasaki:

**FINAL SUBDIVISION APPROVAL NO. SUB-17-001716**
**FINAL PLAT MAP**
**SUBDIVIDER: WAIKOLOA HIGHLANDS, INC.**
Proposed Subdivision of Lot 2-B-2,
Being a Portion of Royal Patent 5671,
Land Commission Award 8521-B, Apana 1,
Into Lots 2-B-2-A, 2-B-2-B & 2-B-2-C,
Waikoloa, South Kohala, Island of Hawai‘i, Hawai‘i
TMK: 6-8-002:016 (SUB-17-001716)

This is to acknowledge receipt of ten (10) copies of the final plat map dated May 5, 2017, and Certification of Staking for the referenced application.

Please be informed that final subdivision approval for recordation is hereby granted to the final plat map as attached herewith inasmuch as all requirements of the Subdivision Code, Chapter 23, have been met.

You and the subdivider may wish to consult an attorney for the preparation of the necessary legal documents and description of the certified final plat map for the purpose of recordation with the State of Hawaii, Bureau of Conveyances.

By a copy of this letter, we are forwarding a copy of the certified final plat map and application to the listed officers for their file.
Copies of the certified final plat map are enclosed.

Sincerely,

[Signature]

MICHAEL YEE
Planning Director

ETC:Inm
C:\h33\planning\public\Admin Permits Division\Subdivision\2017\2017-2\SUB-17-001716\Waikoloa Highlands FPM FSA 05-15-17

Encs.: 2 Certified FPM

xc: Manager, DWS w/Certified FPM & application  
    Director, DPW w/Certified FPM & application  
    District Environmental Health Program Chief, DOH w/Certified FPM & application  
    District Engineer, DOT w/Certified FPM & application  
    Planning Department-Kona w/Certified FPM & application  
    Real Property Tax Division-Kona w/Certified FPM  
    Tax Maps and Records Supervisor w/Certified FPM  
    Waikoloa Highlands, Inc.  
    Sidney M. Fu Ke, Planning Consultant  
    SUB-89-000179(Waikoloa Mauka); FSA-SUB-09-000887
March 18, 2016

Sidney M. Fuke
Planning Consultant
100 Pauahi Street, Suite 212
Hilo, HI 96720

Dear Mr. Fuke:

SECOND TIME EXTENSION REQUEST
SUBDIVIDER: WAIKOLOA MAUKA, LLC
Proposed Subdivision of Lot 2-B-2,
Being a Portion of Lot 2-B,
Further being a Portion of Lot 2 of “Waikoloa Development” (File Plan 1172),
Being also a portion of Royal Patent 5671, Land Commission Award 8521-B, Ap. 1,
Into Phase I – Lots 1 to 149, Inclusive and Roadway Lot R-1;
Phase II– Lots 159 to 398, Inclusive and Roadway Lot R-2;
Lots 399 to 404, Inclusive; and Lot 2-B-1,
At Waikoloa, South Kohala, Island of Hawai‘i, Hawai‘i
TMK: 6-8-002:016 (SUB:89-000179)

We apologize for the delay in this communication which follows up on our previous letter dated August 7, 2012. As you are aware, Change of Zone Ordinance No. 13 029 (REZ 678, Docket No. REZ-90-000012) amended previous ordinances relative to the subject property with an effective date of March 13, 2013. **Condition B** of said ordinance now reads:

“Final Subdivision Approval for not less than 50 lots shall be secured within five (5) years of this new amendment, provided, however, that Final Subdivision Approval for the entire project shall be secured within ten (10) years of the effective date of this new amendment.” (March 13, 2018 and March 13, 2023, respectively)

After review, the concerned agencies have not amended their requirements for final subdivision approval. Therefore, please be informed that, **in light of the deadlines set out in Ord. No. 13 029**, a second extension of time until **March 13, 2018**, for the submission of the final plat map and to obtain Final Subdivision Approval for **not less than 50 lots**,
pursuant to Condition B of Ord. No. 13 029, notwithstanding Condition Nos. 9 and 10 of the letter of Third Revised Tentative Approval, dated April 5, 2007, of the Fifth Revised Preliminary Plat, is hereby granted.

Please be advised that Ordinance No. 92-138, adopted by the County Council on December 4, 1992, amended Chapter 23 of the Hawaii County Subdivision Control Code, reads in part, as follows:

"The subdivider shall complete all requirements specified as conditions for approval of the preliminary plat (tentative approval) within three years of said approval. An extension of not more than two (2) years may be granted by the director upon timely written request by the subdivider."

The ordinance also makes provisions for those pending subdivision applications which were granted tentative approval prior to the adoption of said ordinance, as follows:

"This subsection shall be applied to all subdivision applications which have received tentative subdivision approval and which have not completed subdivision improvements, provided the three year period, and extension, if applicable, shall be taken from December 4, 1992 and not from the date of preliminary plat (tentative) approval."

Therefore, all conditions of the Third Revised Tentative Approval dated April 5, 2007, pursuant to Condition B of Ord. No. 13 029, must be complied with by March 13, 2018.

Should the conditions of Third Revised Tentative Approval not be completed within the time limit, the approval of the Fifth Revised Preliminary Plat shall expire and shall be of no further force or effect, or shall be subject to the technical review of the applicable agencies for compliance with current code and rule requirements.

Should you have any questions, please feel free to contact Jonathan Holmes of this department.

Sincerely,

DUANE KANUHA
Planning Director

JRH:Inm
xc:  Manager, DWS
     Director, DPW
     District Environmental Health Program Chief, DOH
     Planning Department-Kona
     DPW-ENG-KONA
     Stefan Martirosian, Walkoao Mauka, LLC
     Russell Figueiroa, PRLS, R.M. Towill Corporation
     PUD 42; REZ 678 (Ord. 13 029)
STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
BUSINESS REGISTRATION DIVISION
335 Merchant Street
Mailing Address: Annual Filing, P.O. Box 40, Honolulu, HI 96810

FOREIGN PROFIT CORPORATION ANNUAL REPORT AS OF  April 1, 2018

CORPORATION NAME AND MAILING ADDRESS
WAIKOLOA HIGHLANDS, INC.
1200 BRAND BLVD, 202
GLENDALE CA 91204

Principal Office Address
1200 BRAND BLVD, 202
GLENDALE CA 91204

1. Incorporated under the laws of:  Colorado

2. Nature of activities in Hawaii:
   REAL ESTATE DEVELOPMENT

3. The name of the registered agent and the registered agent's street address of the place of business in Hawaii of the person to which service of process and other notice and documents being served on or sent to the entity represented by it may be delivered to.
   JOEL K. LAPINTA
   40 KAMEHAMEHA AVENUE
   HILO HI 96720

4. Name and address of officers and directors:

<table>
<thead>
<tr>
<th>Offices Held</th>
<th>Full Name</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>P/T/S/D</td>
<td>BATICHTCHEVA,NATALIA</td>
<td>1200 BRAND BLVD, 202, GLENDALE CA 91204</td>
</tr>
</tbody>
</table>

☐ NO CHANGES
Checking this box means there are no changes reported. The Department will not be held responsible for any changes made to this report.

CERTIFICATION
I certify under the penalties of Section 414-20, Hawaii Revised Statutes, that I have read the above, the information is true and correct, and I am authorized to sign this report.

August 6, 2018

NATALIA BATICHTCHEVA
Date
Signature of authorized officer, attorney-in-fact for an officer, or receiver or trustee (if the corporation is in the hands of a receiver or trustee)

NATALIA BATICHTCHEVA
Print Name

FILE NO. 80724 F1
Rev. 10/2013

Exhibit 16
### Annual Filings

<table>
<thead>
<tr>
<th>FILING YEAR</th>
<th>DATE RECEIVED</th>
<th>STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>Aug 6, 2018</td>
<td>Processed</td>
</tr>
</tbody>
</table>

**Note:** Annual Filings may be available for purchase. Please see the [Buy Available Docs](#) tab for additional information.
WAIKOLOA HIGHLANDS, INC.
FOREIGN PROFIT CORPORATION

Officers

NAME: BATICHTCHEVA, NATALIA
OFFICE: P/T/S/I/D
DATE: Apr 1, 2018
Letter of Transmittal

To: County of Hawaii, Department of Public Works
Address: 101 Pauahi Street, Suite 7
          Hilo, Hawaii 96720-4224
Date: June 22, 2007
Project: Waikoloa Highlands Sub'd, Increment 1 and 2,
          Subdivision No. 89-179
          TMK: 6-8-002:016 (3rd Division)
Fax Number:

Attention: Mr. Bruce McClure, Director
RMTC Project Number: 1-20580-0

Sending:
- [x] Attached
- [ ] Under Separate Cover
- [ ] Via Facsimile
- [ ] Drawing Prints
- [ ] Drawing Originals
- [ ] Specifications
- [x] Other
- [ ] Change/Field Order
- [ ] Digital Files
- [ ] Other Design Report
- [ ] Originals will be mailed

Number of Copies: 2
Number of Pages: 1

Description:
Preliminary Drainage Report for Waikoloa Highlands Subdivision, Increment 1 and 2 (Dated June 22, 2007)

Action:
- [ ] Approval
- [ ] Signature and Return To This Office
- [x] Review and Comment
- [ ] As Requested
- [ ] Your Use
- [ ] Appropriate Action

Remarks:

Mr. McClure,

Submitting Preliminary Drainage Report to support the preliminary construction plans submitted for review and comment back in April 20, 2007.

If you have any questions, please contact me at 842 1133 or by email at haroldt@rmtowill.com.

Copies to:
- [ ] Charles Santos/Sidney Fuke (Transmittal Only)

By: Harold Takemoto

Exhibit 17