CHARMAINE TAVARES Mayor

MILTON M. ARAKAWA, A.I.C.P. Director

MICHAEL M. MIYAMOTO Deputy Director



RALPH M. NAGAMINE, L.S., P.E. Development Services Administration

CARY YAMASHITA, P.E. Engineering Division

BRIAN HASHIRO, P.E. Highways Division

COUNTY OF MAUI DEPARTMENT OF PUBLIC WORKS

DEVELOPMENT SERVICES ADMINISTRATION

250 SOUTH HIGH STREET WAILUKU, MAUI, HAWAII 96793

August 14, 2009

RECEIVED

AUG 1 7 2005

WARREN S. UNEMORI ENGINEERING, INC.

Mr. Darren Okimoto, P.E. WARREN S. UNEMORI ENGINEERING, INC. 2145 Wells Street, Suite 403 Wailuku, Hawaii 96793

SUBJECT:

KAONOULU RANCH (LARGE-LOT) SUBDIVISION NO. 2

TMK: (2) 3-9-001:016

SUBDIVISION FILE NO. 2.2795

KAONOULU RANCH-WATER TANK SUBDIVISION

TMK: (2) 2-2-002:015

SUBDIVISION FILE NO. 2.2995

Dear Mr. Okimoto:

Final approval for the subject subdivisions have been granted on August 14, 2009, based upon an "Agreement For Subdivision Approval" and "Subdivision Bond" in the following amounts totaling \$22,058,826.00:

Bond No. SU1102685 (Sitework Improvements)	\$1,256,710.00
Bond No. SU1102686 (East Kaonoulu Street Improvements)	2,299,046.00
Bond No. SU1102687 (Piilani Highway Widening Improvements)	1,411,106.00
Bond No. SU1102688 (Access Road and Swales)	1,771,330.00
Bond No. SU1102689 (Sewer System/Revisions)	712,592.00
Bond No. SU1102690 (Storm Drainage System/Revisions)	2,895,052.00
Bond No. SU1102691 (Onsite Water System)	834,700.00
Bond No. SU1102692 (12" Offsite Water/1MG Water Tank)	4,802,784.00
Bond No. SU1102693 (36" Water Main/Water/Misc. Revisions)	2,444,940.00
Bond No. SU1102694 (Electrical)	885,566.00
Bond No. SU1102695 (Traffic Signal Improvements)	643,000.00
Bond No. SU1102696 (Landscape/Irrigation)	1,202,000.00
Bond No. SU1102697 (CRM Walls)	\$ 900,000.00

The approved final plats and copies of the "Agreement For Subdivision Approval" and "Subdivision Bond" are enclosed for your records.

Mr. Darren Okimoto, P.E.

SUBJECT: KAONOULU RANCH (LARGE-LOT) SUBDIVISION NO. 2

SUBDIVISION FILE NO. 2.2795

KAONOULU RANCH-WATER TANK SUBDIVISION

SUBDIVISION FILE NO. 2.2995

August 14, 2009 Page 2 of 2

The "Agreement For Subdivision Approval" and "Subdivision Bond" stipulates that the Subdivider shall complete the required subdivision improvements on or before July 17, 2010.

If you have any questions regarding this letter, please contact Lesli Otani of our Development Services Administration at 270-7252.

Sincerely,

MILTON M. ARAKAWA, A.I.C.P.

Director of Public Works

Multon M. Chilina

Enclosures: Final Plats

Agreement For Subdivision Approval

Subdivision Bond (Bond Nos. SU1102685 thru SU1102697)

eri S:\DSA\Subd\Reg2\2#2795_2995-1.fin

c: Dept. of Finance, Accounts Division w/final plats, agreement, & bonds

Dept. of Finance, Real Property Tax Division w/final plats

Dept. of Finance, Tax Map Division w/final plats

Building Permit Section w/final plats

Engineering Division w/final plats

Dept. of Environmental Management, WWRD w/final plats

Dept. of Planning w/final plats

Dept. of Water Supply, SD 03-90 & 06-106 w/final plats

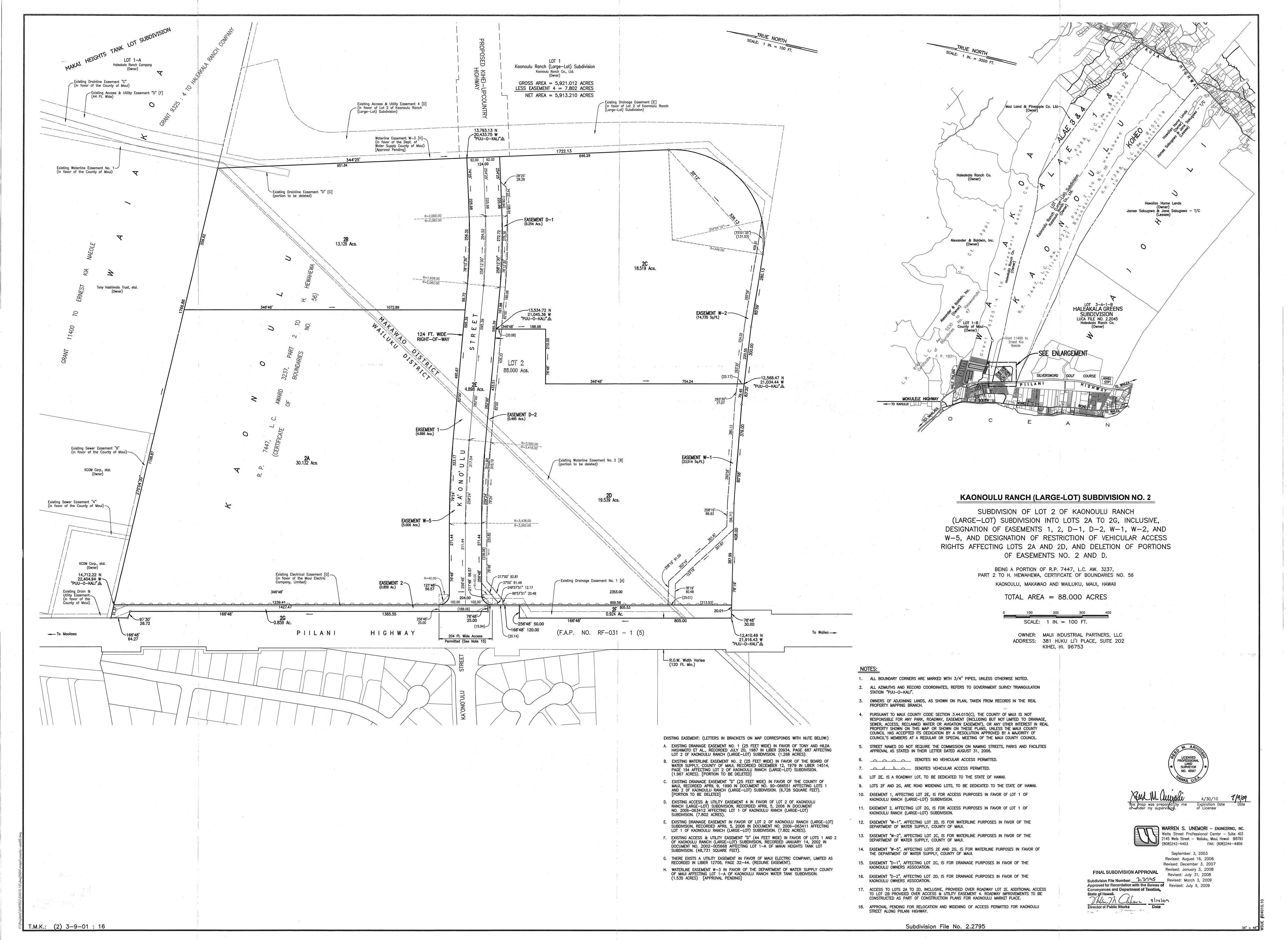
Police Dept. w/final plats

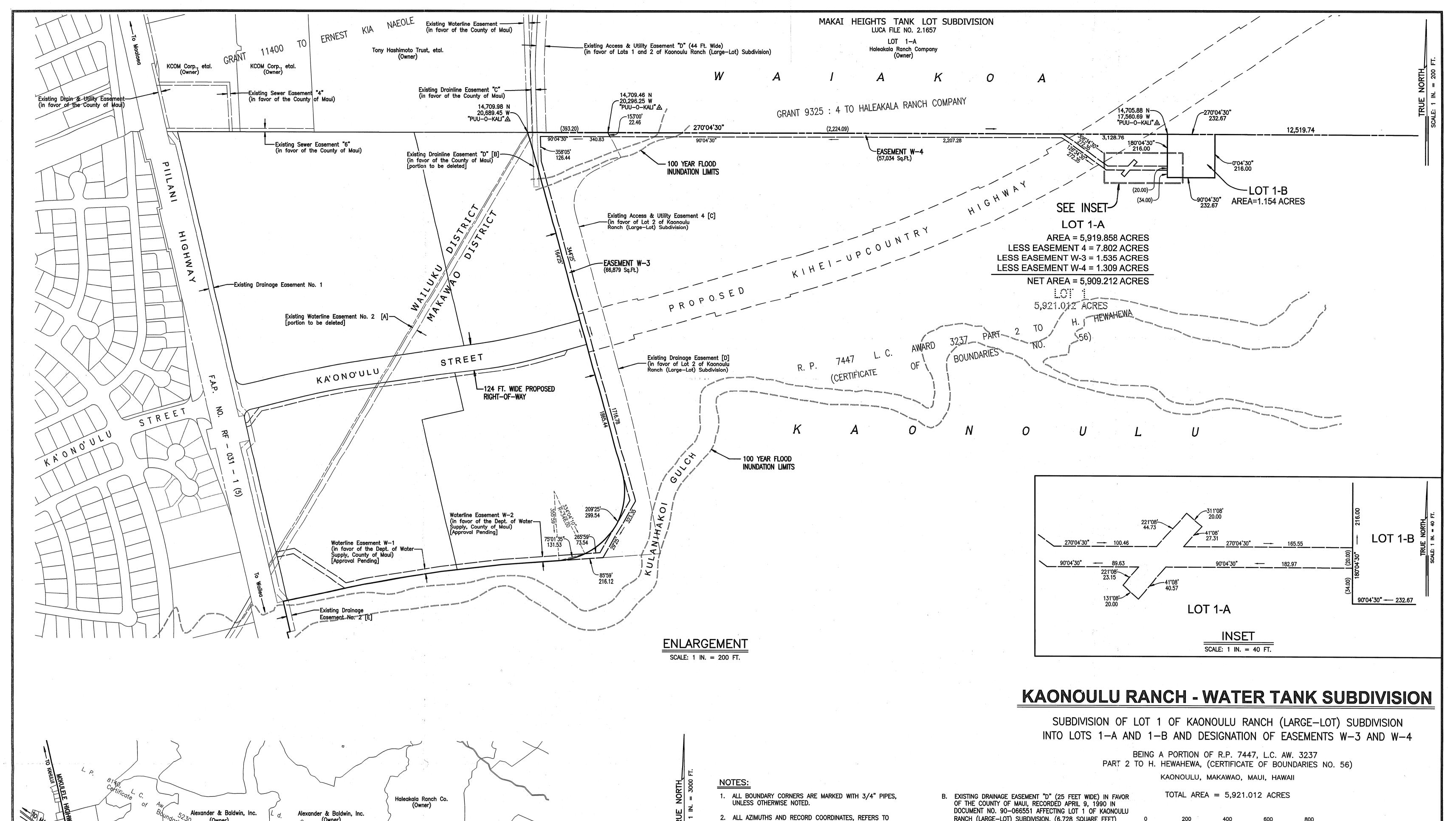
Dept. of Parks and Recreation w/final plats

State Department of Health w/final plats

DOT, Highways Division w/final plats

Maui Electric Co. w/final plats





[PORTION TO BE DELETED] C. EXISTING ACCESS AND UTILITY EASEMENT 4 IN FAVOR OF LOT 2 OF KAONOULU RANCH (LARGE-LOT) SUBDIVISION, RECORDED APRIL 5. 2006 IN DOCUMENT NO. 2006-063412 AFFECTING LOT 1 OF KAONOULU RANCH (LARGE-LOT) SUBDIVISION. (7.802

RANCH (LARGE-LOT) SUBDIVISION. (6,728 SQUARE FEET)

D. EXISTING DRAINAGE EASEMENT IN FAVOR OF LOT 2 OF KAONOULU RANCH (LARGE-LOT) SUBDIVISION, RECORDED APRIL 5, 2006 IN DOCUMENT NO. 2006-063411 AFFECTING LOT 1 OF KAONOULU RANCH (LARGE-LOT) SUBDIVISION. (7.802

E. EXISTING DRAINAGE EASEMENT NO. 2 (25 FEET WIDE) IN FAVOR OF TONY AND HILDA HASHIMOTO ETAL., RECORDED JULY 20, 1987 IN LIBER 20934, PAGE 687 AND AMENDED OCTOBER 20, 1989 IN DOCUMENT NUMBER 90-029038 AFFECTING LOT 1 OF KAONOULU RANCH (LARGE-LOT) SUBDIVISION. (8,757 SQUARE

EXISTING WATERLINE EASEMENT "A" (20 FEET WIDE) IN FAVOR OF THE DEPARTMENT OF HAWAIIAN HOME LANDS, STATE OF HAWAII, RECORDED JULY 17, 1998 IN DOCUMENT NO. 98-104679 AFFECTING LOT 1 OF KAONOULU RANCH (LARGE-LOT) SUBDIVISION. (3.583 ACRES)

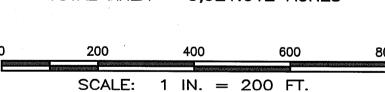
G. EXISTING POWERLINE EASEMENT NO. 6 IN FAVOR OF MAUI ELECTRIC COMPANY, LIMITED FOR UTILITY PURPOSES, RECORDED MARCH 1, 1978 IN LIBER 12758, PAGE 401 AFFECTING LOT 1 OF KAONOULU RANCH (LARGE-LOT) SUBDIVISION. (4.530 ACRES)

H. EXISTING WATERLINE EASEMENT (15 FEET WIDE) IN FAVOR OF EDITH S. COOKE TRUST AND CHARLES M. COOKE TRUST. RECORDED NOVEMBER 30, 1976 IN LIBER 11865, PAGE 76 AND AMENDED SEPTEMBER 28, 1981 IN LIBER 15974, PAGE 531 AND IN LIBER 15974, PAGE 526 AFFECTING LOT 1 OF KAONOULU RANCH (LARGE-LOT) SUBDIVISION. (29,810 SQUARE

EXISTING WATERLINE EASEMENT (10 FEET WIDE) IN FAVOR OF BOARD OF WATER SUPPLY OF THE COUNTY OF MAUI. RECORDED AUGUST 24, 1966 IN LIBER 5475, PAGE 271 AFFECTING LOT 1 OF KAONOULU RANCH (LARGE-LOT)

SUBDIVISION.

K. EXISTING CESSPOOL EASEMENT IN FAVOR OF HAWAIIAN TELCOM, INC., RECORDED SEPTEMBER 8, 1967 IN LIBER 5798, PAGE 368 AFFECTING LOT 1 OF KAONOULU RANCH (LARGE-LOT)



OWNER: KAONOULU RANCH LLLP ADDRESS: KULA, MAUI, HAWAII



This map was prepared by me or under my supervision. Expiration Date of License



WARREN S. UNEMORI - ENGINEERING, INC. Wells Street Professional Center - Suite 403 2145 Wells Street - Wailuku, Maui, Hawaii 96793 (808)242-4403 FAX: (808)244-4856

August 23, 2006 Revised: December 1, 2006 Revised: January 22, 2009 Revised: March 05, 2009 Revised: April 10, 2009

FINAL SUBDIVISION APPROVAL Subdivision File Number: 2.2995 Approved for Recordation with the Bureau of Conveyances and Department of Taxation, State of Hawaii. MiltaM. Clasiere Director of Public Works

A. EXISTING WATERLINE EASEMENT NO. 2 (25 FEET WIDE) IN FAVOR OF THE BOARD OF WATER SUPPLY, COUNTY OF MAUI, RECORDED DECEMBER 12, 1979 IN LIBER 14514, PAGE 194 AFFECTING LOT 1 OF KAONOULU RANCH (LARGE-LOT) SUBDIVISION. (1.967 ACRES) [PORTION TO BE DELETED]

2. ALL AZIMUTHS AND RECORD COORDINATES, REFERS TO

3. OWNERS OF ADJOINING LANDS, AS SHOWN ON PLAN, TAKEN

GOVERNMENT SURVEY TRIANGULATION STATION "PUU-O-KALI".

FROM RECORDS IN THE REAL PROPERTY MAPPING BRANCH.

4. PURSUANT TO MAUI COUNTY CODE SECTION 3.44.015(C), THE

DRAINAGE, SEWER, ACCESS, RECLAIMED WATER OR AVIGATION

SHOWN ON THIS MAP OR SHOWN ON THESE PLANS, UNLESS

THE MAUI COUNTY COUNCIL HAS ACCEPTED ITS DEDICATION BY

COUNTY OF MAUL IS NOT RESPONSIBLE FOR ANY PARK.

EASEMENT), OR ANY OTHER INTEREST IN REAL PROPERTY

A RESOLUTION APPROVED BY A MAJORITY OF COUNCIL'S MEMBERS AT A REGULAR OR SPECIAL MEETING OF THE MAUI

LOT 1-B IS A WATER TANK SITE LOT TO BE DEDICATED TO

THE DEPARTMENT OF WATER SUPPLY. COUNTY OF MAUI AND IS

EASEMENT W-3, AFFECTING LOT 1 OF THE KAONOULU RANCH (LARGE-LOT) SUBDIVISION IS FOR ACCESS AND WATERLINE

PURPOSES IN FAVOR OF THE DEPARTMENT OF WATER SUPPLY,

EASEMENT W-4 AFFECTING LOT 1 OF THE KAONOULU RANCH

PURPOSES IN FAVOR OF THE DEPARTMENT OF WATER SUPPLY,

A. EASEMENT IN FAVOR OF MAUI ELECTRIC COMPANY, LIMITED FOR

LIBER 12706, PAGE 32 AFFECTING LOT 1 OF KAONOULU

UTILITY PURPOSES, DATED JANUARY 26, 1978, RECORDED IN

B. EASEMENT IN FAVOR OF MAUI ELECTRIC COMPANY, LIMITED FOR

UTILITY PURPOSES, DATED JANUARY 26, 1978, RECORDED IN

LIBER 12712, PAGE 293 AFFECTING LOT 1 OF KAONOULU

(LARGE-LOT) SUBDIVISION IS FOR ACCESS AND WATERLINE

COUNTY OF MAUI AND LOT 1-B. (AREA=1.535 ACRES)

COUNTY OF MAUI AND LOT 1-B. (AREA=1.309 ACRES)

8. THE SUBJECT PARCEL IS SUBJECT TO THE FOLLOWING

RANCH (LARGE-LOT) SUBDIVISION.

RANCH (LARGE-LOT) SUBDIVISION.

CORRESPONDS WITH NOTE BELOW:)

EXISTING EASEMENTS: (LETTERS IN BRACKETS ON MAP

COUNTY COUNCIL.

A NON-DEVELOPABLE LOT.

GENERAL EASEMENTS:

ROADWAY, EASEMENT (INCLUDING BUT NOT LIMITED TO

(Owner)

EXISTING 2.0 MG TANK

-SEE ENLARGEMENT

LOT 3-A-1-B HALEAKALA GREENS

SUBDIVISION

LUCA FILE NO. 2.2045

Haleakala Ranch Co.

(Owner)

T.M.K.: (2) 2-2-02 : 15

Haleakala Ranch

LOT 1-A

Maui Land & Pineapple Co. Ltd (Owner)

Existing Waterline— Easement "A" [F]

Existing Cess

Existing Powerline A. Easement No. 6 [G]

O James Sakugawa &: Jane Sakugawa - T/C

Subdivision File No. 2.2995

30"x 36" 🗳

TMK No. (2) 3-9-001:016 and (2) 2-2-002:015
Subdivision File No. 2.2795 and 2.2995

AGREEMENT FOR SUBDIVISION APPROVAL

THIS AGREEMENT is made and entered into this 14th day of
August , 20 09 , by and between Kaonoulu Ranch LLLP and
Maui Industrial Partners, LLC , whose residence address is
and/or whose mailing address is P.O. Box 390, Kula, Hawaii, 96790; 1999 Avenue of the Stars
Suite 2850, Los Angeles, CA 90067; respectively ("Subdivider"), and the
COUNTY OF MAUI, through its DEPARTMENT OF PUBLIC WORKS, and/or its
DEPARTMENT OF WATER SUPPLY, ("County").
WHEREAS, the Subdivider has agreed to provide certain
improvements for the subdivision of land identified in Subdivision
File No. 2.2795 and 2.2995 and incorporated herein by
reference and made a part hereof and situate at Tax Map Key No.
(2) <u>3-9-001:016 and (2) 2-2-002:015</u> , containing an area of approximately
88.000 Acres and 1.154 Acres, ("Property") and known as
Kaonoulu Ranch (Large-Lot) Subdivision No. 2 and , hereinafter sometimes Kaonoulu Ranch Water Tank Subdivision
called the "Subdivision", all in accordance with the rules,
regulations, requirements and ordinances of the County of Maui on
or before the 17th day of July, 2010, or such
extensions as may be granted by the County; and
WHEREAS, said improvements are more particularly
designated on the approved construction plans of the Subdivision,

which construction plans are incorporated herein by reference and

made a part hereof; and

WHEREAS, the Subdivider desires to receive final approval of the Subdivision in accordance with the subdivision ordinance of the County of Maui by submitting a surety bond, certified check, or other approved security to guarantee the construction of said improvements;

NOW, THEREFORE, it is hereby agreed by the parties hereto:

- 1. That the Subdivider shall complete the above-mentioned improvements on or before the 17th day of July ,

 2010 , in accordance with the above-mentioned Subdivision File

 No., construction plans and the rules, regulations, requirements and ordinances of the County of Maui and any other applicable laws.
- 2. That the surety bond, certified check or other approved security in the amount of Twenty two million fifty-eight thousand eight hundred twenty six.

 AND 00 /100 DOLLARS (\$ 22,058,826.00), which accompanies this Agreement is for the purpose of guaranteeing that the Subdivider shall construct the hereinabove-mentioned improvements.
- 3. That should the Subdivider fail to complete the work required at the time specified, or such extension as may be granted by the County, the County may cause all required work which is unfinished to be completed and shall recover the full cost and expenses thereof from the parties executing the bond and the

Subdivider, it being understood that in the event such cost and expense exceeds the amount of the bond or other approved security the Subdivider shall be liable for such amount beyond the limit of such bond or other security.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SUBDIVIDER	
Maui Industrial Partners, LLC	
(print name above) Maui Industrial Partners, LLC a Delaware limited liability comp By: RG Ranch Associates, LLC a Delaware limited liability comp	ar
Ву	
name Michael Rosenfeld Its Manager	
By	
name:	
Its	
Ву	
name:	
T+c	

Subdivider, it being understood that in the event such cost and expense exceeds the amount of the bond or other approved security the Subdivider shall be liable for such amount beyond the limit of such bond or other security.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

SUBDIVIDER:

Kaonoulu Ranch LLLP
(pr int n ame above)
By Sie
name: Henry F. Rice Its Managing General Partner
By
name:
Its
Ву
name:
T + C

By
name:
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Ву
name:
Its
COUNTY OF MAUI:
DEPARTMENT OF PUBLIC WORKS
DELAKTIMENT OF LODING WORKS
This mark
By Maltin M. Chana
By Milton M. ARAKAWA
By Maltin M. Chana
By Milton M. ARAKAWA
By Milton M. ARAKAWA
By Milton M. ARAKAWA Its Director
By Milton M. Arakawa Its Director DEPARTMENT OF WATER SUPPLY
By Milton M. ARAKAWA Its Director DEPARTMENT OF WATER SUPPLY By XMM V. A
By Milton M. Arakawa Its Director DEPARTMENT OF WATER SUPPLY

APPROVED AS TO FORM AND LEGALITY:

DAVID A. GALAZIN
Deputy Corporation Counsel
County of Maui
S:\DSA\STANDARD FORMS\Subdivision\Standard Agreements\SubdapprRev0707.wpd

State of California County of Los Angeles

On July 17, 2009 before me, Sharon Jastrow, a Notary Public personally appeared Michael Rosenfeld who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(les), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

SHARON JASTROW COMM. #1761126

STATE OF HAWAII)
COUNTY OF MAUI) ss.)
F. RICE, personally known/proved to me of me duly sworn or affirmed, did say that sucl	Notary Public, State of Hawaii Notary Public, State of Hawaii C. Iles My Commission Expires 02/29/2012
NOTARY CERT	IFICATION STATEMENT
	Agreement for
Subdivision Approva	.10
Document Date: Undated	
No. of Pages:	C. William
Jurisdiction (in which notarial act is perform	med):

Date of Notarization and Certification Statement

Signature of Notary

Printed Name of Notary

STATE OF HAWAII SS. COUNTY OF MAUI day of me personally appeared MILTON M. ARAKAWA, to me personally known, who being by me duly sworn, did say that he is the Director of Public Works of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Title 18 of the Maui County Code, the Subdivision Ordinance, and the said MILTON M. ARAKAWA acknowledged the said instrument to be the free act and deed of the said County of Maui. IN WITNESS WHEREOF, I have hereunto set my hand and official seal. NOTARY PUBLIC, State of Hawaii. Print/Name_ My commission expires:

Doc. Date: 8 14 09 #Pages: D

Jill Anne S. Ono Second Circuit

Doc. Description Arcement for

Subdivision Approval

White A: Two 8 14 09

Notary Signature Date

NO TARY CERTIFICATION

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



NOTARY PUBLIC, State of Hawaii Print Name Yerry Ann Wells My commission expires: 4/19/20/6

	NOTARY PUBLIC CER	TIFICATION
Doc. Date:	Undated at time of notarization	# Pages: SECOND
Notary Name:	JERRY ANN WELLS	Judicial Circuit:
Doc. Description:	Agreement for Subdivision Approval	ANN WELL
Notary Signature:	Devinnuell August 13, 2009	PUBLIC OF MANUAL PROPERTY OF MAN

Schedule of Subdivision Bonds

Kaonoulu Ranch (Large Lot) Subdivision No. 2 and Kaonoulu Ranch Water Tank Subdivision TMK No. 3-9-001:016 and (2) 2-2-002:015 Subdivision File No. 2.2795 and 2.2995

Description of Work	Bond #	Bond Amount
Sitework Improvements	SU1102685	1,256,710
East Kaonoulu St. Improvements	SU1102686	2,299,046
Piilani Hwy Widening Improvements	SU1102687	1,411,106
Access Road & Swales	SU1102688	1,771,330
Sewer System / Revisions	SU1102689	712,592
Storm Drainage System / Revisions	SU1102690	2,895,052
Onsite Water System	SU1102691	834,700
12" Offsite Water/ 1MG Water Tank	SU1102692	4,802,784
36" Water Main / Water / Misc. Revisions	SU1102693	2,444,940
Electrical	SU1102694	885,566
Traffic Signal Improvements	SU1102695	643,000
Landscape / Irrigation	SU1102696	1,202,000
CRM Walls	SU1102697	900,000
TOTAL SUBDIVISION BOND AMOUNT:		\$ 22,058,826

TMK: (2) 3-9-001:016 and (2) 2-2-002:015	Bond No. SU1102685
Subdivision File No. 2.2795 and 2.2995	Premium: \$15,458.00/2 Yrs.
*Sitework Improvements	,
SUBDIVISION BOND	
KNOW ALL MEN BY THESE PRESENTS:	
That Maui Industrial Partners, LLC	
whose residence address/principal place of business 1999 Avenue of the Stars, Suite 2850 Los Angeles, CA 90067	is
and whose post office address is 1999 Avenue of the Stars, S	Suite 2850
Los Angeles, CA 90067 , herei	inafter called
"Principal", and Arch Insurance Company	
whose principal place of business is	
Kansas City, Missouri	
office address is 135 N. Los Robles Ave., Suite 825, Pasadena, CA	
, hereinafter cal	led "Surety",
are held and firmly bound unto the COUNTY OF MAUI	, hereinafter
called the "Obligee", its successors and assigns, in	the full and
just sum of One Million Two Hundred Fifty Six Thousand Seven Hundred	ed Ten
AND 00 /100 DOLLARS (\$1,256,710.00), for the payment	nt of which to
said Obligee, its successors and assigns, well and	truly to be
made, we do hereby bind ourselves and our respe	ective heirs,
devisees, executors, administrators, personal rep	resentatives,
assigns and/or successors, jointly and severally fi	rmly by these
presents.	
Signed, sealed, delivered and dated this _	17th day of
July , 2009 , at Irvine, California	*

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal, as Subdivider, has submitted for approval to the Director of Public Works of the County of Maui copies of a preliminary plat contained in Subdivision File No.

2.2795 and 2.2995 incorporated herein by reference and made a part hereof showing the subdivision of land situate at Tax Map Key No.

(2) 3-9-001:016 and (2) 2-2-002:015 , containing an area of approximately 88.000 Acres and 1.154 Acres , which property is more particularly described in Subdivision File No. 2.2795 and 2.2995

("Property") and known as Kaonoulu Ranch (Large-Lot) Subdivision No. 2 and Kaonoulu Ranch Water Tank Subdivision hereinafter called the "Subdivision"; and

WHEREAS, the preliminary plat has been approved by the Director of Public Works, and construction plans showing details of improvements proposed to be installed or constructed by the Principal within the Subdivision have been submitted to and approved by the Obligee. The construction plans are hereby made a part of this bond, and incorporated herein by reference; and

WHEREAS, the Principal has entered into an agreement with the Obligee, dated the 14th day of August, 2009, to complete the aforementioned improvements within the Subdivision within the time therein specified, or such extension as may be mutually agreed upon; and, upon default, the Obligee may cause the same to be completed and recover the costs thereof from the principal. The agreement is hereby made a part of this bond, and incorporated herein by reference; and

WHEREAS, the Principal has applied to the Obligee for final approval of the subdivision map for recordation;

NOW, THEREFORE, if the Principal shall fully and faithfully do and perform all of the things agreed by him to be done and performed according to the terms of the agreement and shall construct and install all of the improvements within the Subdivision in accordance with the construction plans therefor on or before the 17th day of July ______, 20_10__, then upon final approval of all said improvements by the Obligee, this obligation shall be void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this $\underline{17th}$ day of \underline{July} , $20\underline{09}$.

PRINCIPAL:
Maui Industrial Martners, LLC
(print name above)
Maui Industrial Parties, LLC a Delaware limited liability compa
By: Rf Ranch Associates, LLC a Delaware limited liability compa
By
Name: Michael B. Rosenfeld
Its Manager
-/
By
Name:
Its
Ву

Name: Its

SURETY:

Arch Insurance Company
(print name above)
By_ 7/4/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/
Name: Michael Perry Its Attorney-in-Fact
its Audiney-iii-raci
Ву
Name: Its
105
Ву
Name:
Its

APPROVED AS TO FORM AND LEGALITY:

DAVID A. GALAZIN Deputy Corporation Counsel County of Maui

5:\DSA\STANDARD FORMS\Subdivision\Standard Agreements\SubdbondRev9707.upd(04/03)

State of California County of Los Angeles

On July 17, 2009 before me, **Sharon Jastrow**, a Notary Public personally appeared **Michael Rosenfeld** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature ___

(Seal)

ACKNOWLEDGMENT

	State of California County of
	On July 17, 2009 before me, Esther A. Stepien, Notary Public (insert name and title of the officer)
	personally appearedMichael Perry who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
3	WITNESS my hand and official seal. Signature (Seal) ESTHER A. STEPIEN Commission # 1725488 Notary Public - California Orange County MyComm. Broless Feb 14, 2011

FUWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Paul A. Bland, Dana L. Dowers, Sandra L. Sikora, Robert Ranallo, Raymond Chao and Michael Perry of Irvine, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3. 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 21st day of Januray Arch Insurance Company Attested and Certified CORPORATE Hissouri Martin J. Nilsen, Secretary STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Brian C. Kuhn, Notary Public Brian C. Kuhn, Notary Public City of Philadelphia, Philadelphia County My commission expires 12-06-2011 CERTIFICATION My commission expires December 06, 2011 I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 21, 2009 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company. IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 17th day of July .**20** 09 Secretary This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated. PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Contractors & Developers Group 135 N. Robies Ave., Ste. 825 Pasadena, CA 91101

TMK: (2) 3-9-001:016 and (2) 2-2-002:045	Bond No. SU1102686
Subdivision File No. 2.2795 and 2.2995 *East Kaonoulu St. Improvements	Premium: \$28,278.00/2 Yrs.
SUBDIVISION BOND	
KNOW ALL MEN BY THESE PRESENTS:	
That Maui Industrial Partners, LLC	
whose residence address/principal place of business 1999 Avenue of the Stars, Suite 2850 Los Angeles, CA 90067	ss is
and whose post office address is 1999 Avenue of the Star	rs, Suite 2850
Los Angeles, CA 90067 , her	
"Principal", and Arch Insurance Company	
whose principal place of business is	
Kansas City, Missouri	
office address is 135 N. Los Robles Ave., Suite 825, Pasadena, C	-
, hereinafter c	alled "Surety",
are held and firmly bound unto the COUNTY OF MA	"
called the "Obligee", its successors and assigns,	
just sum of <u>Two Million Two Hundred Ninety Nine Thousand Fort</u>	
AND <u>00</u> /100 DOLLARS (\$ <u>2.299.046.00</u>), for the paym	
said Obligee, its successors and assigns, well a	
made, we do hereby bind ourselves and our res	
devisees, executors, administrators, personal r	epresentatives,
assigns and/or successors, jointly and severally	
presents.	
Signed, sealed, delivered and dated this	17th day of
July , 20 <u>09</u> , at <u>Irvine, California</u>	•

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal, as Subdivider, has submitted for
approval to the Director of Public Works of the County of Maui
copies of a preliminary plat contained in Subdivision File No.
2.2795 and 2.2995 incorporated herein by reference and made a part
hereof showing the subdivision of land situate at Tax Map Key No.
(2) 3-9-001:016 and (2) 2-2-002:015 , containing an area of approximately
88.000 Acres and 1.154 Acres , which property is more particularly
described in Subdivision File No. 2.2795 and 2.2995
("Property") and known as Kaonoulu Ranch (Large-Lot) Subdivision No. 2 and Kaonoulu Ranch Water
Tank Subdivision hereinafter called the "Subdivision"; and

WHEREAS, the preliminary plat has been approved by the Director of Public Works, and construction plans showing details of improvements proposed to be installed or constructed by the Principal within the Subdivision have been submitted to and approved by the Obligee. The construction plans are hereby made a part of this bond, and incorporated herein by reference; and

WHEREAS, the Principal has entered into an agreement with the Obligee, dated the 14th day of August, 2009, to complete the aforementioned improvements within the Subdivision within the time therein specified, or such extension as may be mutually agreed upon; and, upon default, the Obligee may cause the same to be completed and recover the costs thereof from the principal. The agreement is hereby made a part of this bond, and incorporated herein by reference; and

WHEREAS, the Principal has applied to the Obligee for final approval of the subdivision map for recordation;

NOW, THEREFORE, if the Principal shall fully and faithfully do and perform all of the things agreed by him to be done and performed according to the terms of the agreement and shall construct and install all of the improvements within the Subdivision in accordance with the construction plans therefor on or before the 17th day of July , 2010, then upon final approval of all said improvements by the Obligee, this obligation shall be void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this $\underline{17th}$ day of \underline{July} , $20\underline{09}$.

ΡF	RINCIPAL	: /			/			
ŀ	Maui Indust	rial Parti	ners,	LLC				
		(print	name) albo	ve)			
Ē	Maui Indust By: RG Ran	rial Parti ch Associa	ners,	LLC a	Delaware Delaware	limited limited	liability liability	compan
By								
	Name: Mi Its Manag	chael B. er	Rosen	feld				
Ву	Υ							
	Name:							
	Its							
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SURETY:

Its

Arch Insurance Company
(print name above)
By The XIII
Name: Michael Perry Its Attorney-in-Fact
its Auomey-m-raci
ву
Name: Its
105
By
Name:

APPROVED AS TO FORM AND LEGALITY:

DAVID A. GALAZIN Deputy Corporation Counsel County of Maui

5:\DSA\STANDARD FORMS\Subdivision\Standard Agreements\SubdbondRev0707.wpd{04/03}

State of California County of Los Angeles

On July 17, 2009 before me, **Sharon Jastrow**, a Notary Public personally appeared **Michael Rosenfeld** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

SHARON JASTROW COMM. #1761126 Notary Public-California LOS ANGELES COUNTY My Comm. Exp. Aug 11, 2011

WITNESS my hand and official seal.

Signature _

(Seal)

ACKNOWLEDGMENT

State of California County of Orange)					
On July 17, 2009 before me,	Esther A. Stepien, Notary Public (insert name and title of the officer)					
personally appeared Michael Perry						
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.						
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.						
WITNESS my hand and official seal.	ESTHER A. STEPIEN Commission # 1725488 END Notary Public - California					
Signature Attificen	Orange County MyComm. Biplies Feb 16, 2011					

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Paul A. Bland, Dana L. Dowers, Sandra L. Sikora, Robert Ranallo, Raymond Chao and Michael Perry of Irvine, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

authorized officers, this 21st	_day of <u>Januray</u>		igileo allo ils corporate seal ti	o be affixed by their
Attested and Certified			Arch Insurance Compa	ny
Martin J. Nilsen, Secretary	Arch Market Control of the Control o	CORPORATE SEAL 1971	J. Mighael Pete, Vice Pres	dent
STATE OF PENNSYLVANIA	SS			
COUNTY OF PHILADELPHIA	SS			
I, Brian C. Kuhn, a Notary Pub the same persons whose nan Corporation organized and ex appeared before me this day sealed with the corporate seal their own free and voluntary ac	cisting under the laws in person and severall and delivered the said	of the State of Mis y acknowledged tha instrument as the for	President of the Arch Insura souri, subscribed to the fore t they being thereunto duly a	ance Company, a going instrument,
	NOTARIAL SEAI Brian C. Kuhn, Notary I City of Philadelphia, Philadelph	ublic a County	Brian C. Kuhn, Notary Public My commission expires 12-0	6-2011
CERTIFICATION	My commission expires December	06, 2011		
I, Martin J. Nilsen, Secretary of January 21, 2009 on behalf full force and effect since the certify that the said J. Michael F of the attached Power of Attorney	late thereof and is in file.	ed above is a true ar ull force and effect (Power of Attomory	nd correct copy and that the sign the date of this certificate;	ame has been in
IN TESTIMONY WHEREOF, I I Company on this $\underline{17th}$ day of	nave hereunto subscrib July, 20	·	ixed the corporate seal of the	Arch Insurance

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Contractors & Developers Group 135 N. Robles Ave., Ste. 825 Pasadena, CA 91101

Page 2 of 2



00ML0013 00 03 03

TMK: (2) 3-9-001:016 and (2) 2-2-002:015	Bond No. SU1102687
Subdivision File No. 2.2795 and 2.2995	Premium: \$17,357.00/2 Yrs.
*Piilani Hwy Widening Improvements	, , , , , , , , , , , , , , , , , , , ,
SUBDIVISION BOND	
KNOW ALL MEN BY THESE PRESENTS:	
That Maui Industrial Partners, LLC	/
whose residence address/principal place of busines	ss is
1999 Avenue of the Stars, Suite 2850 Los Angeles, CA 90067	·
and whose post office address is 1999 Avenue of the Star	rs, Suite 2850
Los Angeles, CA 90067 , he:	reinafter called
"Principal", and Arch Insurance Company	
whose principal place of business is	
Kansas City, Missouri	_ and whose post
office address is 135 N. Los Robles Ave., Suite 825, Pasadena, C	CA 91101
, hereinafter o	called "Surety",
are held and firmly bound unto the COUNTY OF MA	AUI, hereinafter
called the "Obligee", its successors and assigns,	in the full and
just sum of <u>One Million Four Hundred Eleven Thousand One Hundre</u>	
AND <u>00</u> /100 DOLLARS (\$ <u>1.411.106.00</u>), for the pay	
said Obligee, its successors and assigns, well a	_
made, we do hereby bind ourselves and our re	spective heirs,
devisees, executors, administrators, personal m	representatives,
assigns and/or successors, jointly and severally	firmly by these
presents.	
Signed, sealed, delivered and dated this	s 17th day of

July , 20<u>09</u>, at <u>Irvine, California</u>

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal, as Subdivider, has submitted for approval to the Director of Public Works of the County of Maui copies of a preliminary plat contained in Subdivision File No.

2.2795 and 2.2995 incorporated herein by reference and made a part hereof showing the subdivision of land situate at Tax Map Key No.

(2) 3-9-001:016 and (2) 2-2-002:015, containing an area of approximately 88.000 Acres and 1.154 Acres , which property is more particularly described in Subdivision File No. 2.2795 and 2.2995

("Property") and known as Kaonoulu Ranch (Large-Lot) Subdivision No. 2 and Kaonoulu Ranch Water Tank Subdivision hereinafter called the "Subdivision"; and

WHEREAS, the preliminary plat has been approved by the Director of Public Works, and construction plans showing details of improvements proposed to be installed or constructed by the Principal within the Subdivision have been submitted to and approved by the Obligee. The construction plans are hereby made a part of this bond, and incorporated herein by reference; and

WHEREAS, the Principal has entered into an agreement with the Obligee, dated the 14th day of August, 2009, to complete the aforementioned improvements within the Subdivision within the time therein specified, or such extension as may be mutually agreed upon; and, upon default, the Obligee may cause the same to be completed and recover the costs thereof from the principal. The agreement is hereby made a part of this bond, and incorporated herein by reference; and

WHEREAS, the Principal has applied to the Obligee for final approval of the subdivision map for recordation;

NOW, THEREFORE, if the Principal shall fully and faithfully do and perform all of the things agreed by him to be done and performed according to the terms of the agreement and shall construct and install all of the improvements within the Subdivision in accordance with the construction plans therefor on or before the 17th day of July , 2010, then upon final approval of all said improvements by the Obligee, this obligation shall be void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this $\underline{17th}$ day of \underline{July} , $20\underline{09}$.

P	RIN	CIPAL	; <u>;</u> //							
False	Maui	Indus	trial	Part	tners	LLC				
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Its

SURETY:

Its

Arch Insurance Company (print name above) Name: Michael Perry Its Attorney-in-Fact Ву Name: Its By_ Name:

APPROVED AS TO FORM AND LEGALITY:

Deputy Corporation Counsel County of Maui

S:\DSA\STANDARD FORMS\Subdivision\Standard Agreements\SubdbondRev0707.wpd(04/03)

State of California County of Los Angeles

On July 17, 2009 before me, Sharon Jastrow, a Notary Public personally appeared Michael Rosenfeld who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(res), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Notary Public

SHARON JASTROW
COMM. #1761126
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. Aug 11, 2011

ACKNOWLEDGMENT

State of California County of Orange)						
On July 17, 2009		A. Stepien, Notary Public rt name and title of the officer)					
personally appeared Michael Perry who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.							
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.							
WITNESS my hand and official s	eal.	ESTHER A. STEPIEN Commission # 1725488 Notary Public - California					
Signature <u>Ather A.</u>	Styan_ (Sea	Orange County My Comm. Biplies Feb 16, 2011					

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Paul A. Bland, Dana L. Dowers, Sandra L. Sikora, Robert Ranallo, Raymond Chao and Michael Perry of Irvine, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filled with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

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VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

authorized officers, this	21st day of <u>Januray</u> , 20 <u>09</u> .	Arch Incurence Commen
Attested and Certified		Arch Insurance Company
	Reurance Con	
	CORPORATE SEAL	in the second se
1/1 5 1/1		
Many fill	Missouri	1 Margell
Martin J. Nilson, Secretar	у	J. Mighael Pete, Vice President
STATE OF PENNSYLVA	NIA SS	
COUNTY OF PHILADELE	•	
O O O O O O O O O O O O O O O O O O O	THIA 33	
I, Brian C. Kuhn, a Notary	Public, do hereby certify that Martin J. Ni	sen and J. Michael Pete personally known to me to be
Corporation organized ar	Id existing under the laws of the State	of Misseyri automitted Arch Insurance Company, a
	GOV III DOISUIT PIRU SEVERNIV SEKEMINEKE	ON TOO TOO IN ON A SECOND ASSESSMENT OF THE PROPERTY OF THE PR
The second secon	ry acts for the uses and purposes therein	TOO TOO ONG VOLUMENT AND A SECTION OF THE SECTION O
	COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL	
	Brian C. Kuhn, Notary Public City of Philadelphia, Philadelphia County	Brian C. Kuhn, Notary Public
CERTIFICATION	My commission expires December 06, 2011	My commission expires 12-06-2011
I, Martin J. Nilsen, Secreta	ry of the Arch Insurance Company, do he	reby certify that the attached Power of Attorney dated
full force and effect since	the date thereof and is in full force and	true and correct copy and that the same has been in
	ael Pete, who executed the Power of Atto torney the duly elected Vice President of t	
		and affixed the corporate seal of the Arch Insurance
Company on this 17th d	ay of July , 20 09.	and anged the corporate seal of the Arch Insurance
		fluis /but
eut oo.		Martin J. Nilsen, Secretary
This Power of Attorney limi and they have no authority t	ts the acts of those named therein to the obind the Company except in the manne	bonds and undertakings specifically named therein and to the extent herein stated.
PLEASE SEND ALL CLAIN	I INQUIRIES RELATING TO THIS BOND	TO THE FOLLOWING ADDRESS:
Arch Contractors & Develo	opers Group	
35 N. Robies Ave., Ste. 82 Pasadena, CA 91101	25	
		Jurance Co

Page 2 of 2

Printed in U.S.A.

00ML0013 00 03 03

TMK: (2) 3-9-001:016 and (2) 2-2-002:015	Bond No. SU1102688
Subdivision File No. 2.2795 and 2.2995 *Access Road & Swales	Premium: \$21,787.00/2 Yrs.
SUBDIVISION BOND	
KNOW ALL MEN BY THESE PRESENTS: That Maui Industrial Partners, LLC	
	The second secon
whose residence address/principal place of busine 1999 Avenue of the Stars, Suite 2850 Los Angeles, CA 90067	ess is
and whose post office address is 1999 Avenue of the St	ars, Suite 2850
Los Angeles, CA 90067 , he	ereinafter called
"Principal", and Arch Insurance Company	
whose principal place of business is	
Kansas City, Missouri	
office address is 135 N. Los Robles Ave., Suite 825, Pasadena,	
, hereinafter	called "Surety".
are held and firmly bound unto the COUNTY OF M	_
called the "Obligee", its successors and assigns,	
just sum of One Million Seven Hundred Seventy One Thousand Thr	
AND <u>00</u> /100 DOLLARS (\$ <u>1.771.330.00</u>), for the pay	
said Obligee, its successors and assigns, well	
nade, we do hereby bind ourselves and our re	
devisees, executors, administrators, personal	
ssigns and/or successors, jointly and severally presents.	
Signed, sealed, delivered and dated thi	s <u>17th</u> day of
July , 20 <u>09</u> , at <u>Irvine, California</u>	•

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal, as Subdivider, has submitted for approval to the Director of Public Works of the County of Maui copies of a preliminary plat contained in Subdivision File No.

2.2795 and 2.2995 incorporated herein by reference and made a part hereof showing the subdivision of land situate at Tax Map Key No.

(2) 3-9-001:016 and (2) 2-2-002:015, containing an area of approximately 88.000 Acres and 1.154 Acres , which property is more particularly described in Subdivision File No. 2.2795 and 2.2995

("Property") and known as Kaonoulu Ranch (Large-Lot) Subdivision No. 2 and Kaonoulu Ranch Water Tank Subdivision hereinafter called the "Subdivision"; and

WHEREAS, the preliminary plat has been approved by the Director of Public Works, and construction plans showing details of improvements proposed to be installed or constructed by the Principal within the Subdivision have been submitted to and approved by the Obligee. The construction plans are hereby made a part of this bond, and incorporated herein by reference; and

WHEREAS, the Principal has entered into an agreement with the Obligee, dated the 14th day of August, 2009, to complete the aforementioned improvements within the Subdivision within the time therein specified, or such extension as may be mutually agreed upon; and, upon default, the Obligee may cause the same to be completed and recover the costs thereof from the principal. The agreement is hereby made a part of this bond, and incorporated herein by reference; and

WHEREAS, the Principal has applied to the Obligee for final approval of the subdivision map for recordation;

NOW, THEREFORE, if the Principal shall fully and faithfully do and perform all of the things agreed by him to be done and performed according to the terms of the agreement and shall construct and install all of the improvements within the Subdivision in accordance with the construction plans therefor on or before the 17th day of July , 2010, then upon final approval of all said improvements by the Obligee, this obligation shall be void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this $\underline{17th}$ day of \underline{July} , $\underline{2009}$.

	·					
PRIN	CIPAL: /		,			
Mavi	Industrial P	artners, LL	.c/			
Maui By:	prin Industrial P RG Ranch Ass	ot name a varthers, LL ociates, LL	ibove) C a Delaware C a Delaware	limited limited	liability liability	company
.L. L	me: Michael s Manager	B. Rosenfel	ď	A Common and A Com		
By <u> </u>	me: s		- AUTOVARIÇTER DE LEMBO AUTOMATICA PER AUTO	.		
Ву						
Nar	me:					

Its

SURETY:

Its

Arch Insurance Company
(print name above)
Ву
Name: Michael Perry Its Attorney-in-Fact
115 Automoy-ner act
Ву
Name:
1ts
Ву
Name:

APPROVED AS TO FORM AND LEGALITY:

DAVID A. GALAZIN Deputy Corporation Counsel County of Maui

S:\DSA\STANDARD FORMS\Subdivision\Standard Agreements\SubdbondRev0707.wpd (04/03)

State of California County of Los Angeles

On July 17, 2009 before me, Sharon Jastrow, a Notary Public personally appeared Michael Rosenfeld who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(res), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)

SHARON JASTROW

ACKNOWLEDGMENT

State of California County of
On July 17, 2009 before me, Esther A. Stepien, Notary Public (insert name and title of the officer)
personally appeared Michael Perry who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct. WITNESS my hand and official seal. ESTHER A. STEPIEN Commission # 1725488
Signature (Seal) Notary Public - California orange County MyComm. Expires Feb 16, 2011

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Paul A. Bland, Dana L. Dowers, Sandra L. Sikora, Robert Ranallo, Raymond Chao and Michael Perry of Irvine, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

in resumony whereof, the Company has caused this instrume authorized officers, this 21st day of Januray, 20 09	ent to be signed and its corporate seal to be affixed by their
Attested and Certified	Arch Insurance Company
Martin J. Nilsen, Secretary	J. Michael Pete, Vice President
STATE OF PENNSYLVANIA SS	₩ .
COUNTY OF PHILADEL PHIA 66	

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth

> COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Brian C. Kuhn, Notary Public City of Philadelphia, Philadelphia County My commission expires December 06, 2011

Brian C. Kuhn, Notary Public My commission expires 12-06-2011

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 21, 2009 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 17th day of July .20 09

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Contractors & Developers Group 135 N. Robles Ave., Ste. 825 Pasadena, CA 91101

00ML0013 00 03 03

Page 2 of 2

Printed in U.S.A.

TMK: (2) 3-9-001:016 and (2) 2-2-002:015	Bond No. SU1102689
Subdivision File No. 2.2795 and 2.2995 *Sewer System/Revisions	Premium: \$8,765.00/2 Yrs.
SUBDIVISION BOND	
KNOW ALL MEN BY THESE PRESENTS:	
That Maui Industrial Partners, LLC	
whose residence address/principal place of business 1999 Avenue of the Stars, Suite 2850 Los Angeles, CA 90067	s is
and whose post office address is 1999 Avenue of the Stars.	Suite 2850
Los Angeles, CA 90067 , here	
"Principal", and Arch Insurance Company	·
whose principal place of business is	
Kansas City, Missouri	
office address is 135 N. Los Robles Ave., Suite 825, Pasadena, CA	_
, hereinafter ca	lled "Surety",
are held and firmly bound unto the COUNTY OF MAU	
called the "Obligee", its successors and assigns, i	n the full and
just sum of <u>Seven Hundred Twelve Thousand Five Hundred Ninety Tw</u>	
AND <u>00</u> /100 DOLLARS (\$ <u>712,592.00</u>), for the payme	
said Obligee, its successors and assigns, well an	d truly to be
made, we do hereby bind ourselves and our resp	
devisees, executors, administrators, personal re	
assigns and/or successors, jointly and severally fi	
presents.	-
Signed, sealed, delivered and dated this	<u>17th</u> day of
July , 2009 at Irvine California	•

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal, as Subdivider, has submitted for
approval to the Director of Public Works of the County of Maui
copies of a preliminary plat contained in Subdivision File No.
2.2795 and 2.2995 incorporated herein by reference and made a part
hereof showing the subdivision of land situate at Tax Map Key No.
(2) 3-9-001:016 and (2) 2-2-002:015 , containing an area of approximately
88.000 Acres and 1.154 Acres , which property is more particularly
described in Subdivision File No. 2.2795 and 2.2995
("Property") and known as Kaonoulu Ranch (Large-Lot) Subdivision No. 2 and Kaonoulu Ranch Water
Tank Subdivision hereinafter called the "Subdivision"; and

WHEREAS, the preliminary plat has been approved by the Director of Public Works, and construction plans showing details of improvements proposed to be installed or constructed by the Principal within the Subdivision have been submitted to and approved by the Obligee. The construction plans are hereby made a part of this bond, and incorporated herein by reference; and

WHEREAS, the Principal has entered into an agreement with the Obligee, dated the 14th day of August, 2009, to complete the aforementioned improvements within the Subdivision within the time therein specified, or such extension as may be mutually agreed upon; and, upon default, the Obligee may cause the same to be completed and recover the costs thereof from the principal. The agreement is hereby made a part of this bond, and incorporated herein by reference; and

WHEREAS, the Principal has applied to the Obligee for final approval of the subdivision map for recordation;

NOW, THEREFORE, if the Principal shall fully and faithfully do and perform all of the things agreed by him to be done and performed according to the terms of the agreement and shall construct and install all of the improvements within the Subdivision in accordance with the construction plans therefor on or before the 17th day of July , 20 10 , then upon final approval of all said improvements by the Obligee, this obligation shall be void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this $\underline{17th}$ day of \underline{July} , 2009 .

		CIPAL:		(Accountance of the Control of the					
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	Maui By:	Industr	print al Par n Asso	tners.	LLC a	Delaware	limited limited	liability liability	company company
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Its

SURETY: Arch Insurance Company (print name above) Name: Michael Perry Its Attorney-in-Fact Ву. Name: Its By. Name:

APPROVED AS TO FORM AND LEGALITY:

Deputy Corporation Counsel County of Maui

S:\DSA\STANDARD FORMS\Subdivision\Standard Agreements\SubdbondRev0707.kpd (04/03)

Its

State of California County of Los Angeles

On July 17, 2009 before me, **Sharon Jastrow**, a Notary Public personally appeared **Michael Rosenfeld** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(res), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

SHARON JASTROW COMM. #1761126 Notary Public-California LOS ANGELES COUNTY

My Comm. Exp. Aug 11, 2011

WITNESS my hand and official seal.

Signature (Seal)

ACKNOWLEDGMENT

	State of California County ofOrange)
	On July 17, 2009 before me,	Esther A. Stepien, Notary Public (insert name and title of the officer)
	personally appeared Michael Perry	
	supscribed to trie Mitrill Instrument and acknow	vidence to be the person(s) whose name(s) is/are vledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the e person(s) acted, executed the instrument.
	I certify under PENALTY OF PERJURY under t paragraph is true and correct.	he laws of the State of California that the foregoing
í	WITNESS my hand and official seal.	ESTHER A. STEPIEN Commission # 1725488
	Signature WHAD A. Stepien	Notary Public - California § Orange County My Comm. Biplies Feb 16, 2011

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Paul A. Bland, Dana L. Dowers, Sandra L. Sikora, Robert Ranallo, Raymond Chao and Michael Perry of Irvine, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the authorized officers, this 2	Company has caused this instrument lst day of <u>Januray</u> , 20 09 .	to be signed and its corporate seal to be affixed by the
Attested and Certified		Arch Insurance Company
Martin J. Nilson, Secretary	CORPORATE SEAL 1971	J. Michael Pete, Vice President
STATE OF PENNSYLVANI	A SS	<i>J</i>
COUNTY OF PHILADELPH	IIA SS	
Corporation organized and appeared before me this descended with the corporate se	existing under the laws of the State av in person and severally acknowledge	sen and J. Michael Pete personally known to me to be ad Vice President of the Arch Insurance Company, a of Missouri, subscribed to the foregoing instrument, ed that they being thereunto duly authorized signed, the free and voluntary act of said corporation and as set forth.
	COMMONWEALTH OF PENNSYLVAMA NOTARIAL SEAL Brian C. Kuhn, Notary Public City of Philadelphia, Philadelphia County	Brian C. Kuhn; Notary Public My commission expires 12-06-2011
CERTIFICATION	My commission expires December 06, 2011	
full force and effect since the certify that the said J. Michael	an of the person(s) as listed above is a e date thereof and is in full force and .	reby certify that the attached Power of Attorney dated true and correct copy and that the same has been in effect on the date of this certificate; and I do further mey as Vice President, was on the date of execution he Arch Insurance Company.
IN TESTIMONY WHEREOF, Company on this17th day	I have hereunto subscribed my name of July , 20 09 .	and affixed the corporate seal of the Arch Insurance Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Contractors & Developers Group 135 N. Robles Ave., Ste. 825 Pasadena, CA 91101



Bond No. SU1102690
Premium: \$35,609.00/2 Yrs.

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and whose post
CA 91101
called "Surety",
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THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal, as Subdivider, has submitted for approval to the Director of Public Works of the County of Maui copies of a preliminary plat contained in Subdivision File No.

2.2795 and 2.2995 incorporated herein by reference and made a part hereof showing the subdivision of land situate at Tax Map Key No.

(2) 3-9-001:016 and (2) 2-2-002:015, containing an area of approximately 88.000 Acres and 1.154 Acres, which property is more particularly described in Subdivision File No.

2.2795 and 2.2995

("Property") and known as Kaonoulu Ranch (Large-Lot) Subdivision No. 2 and Kaonoulu Ranch Water Lank Subdivision hereinafter called the "Subdivision"; and

WHEREAS, the preliminary plat has been approved by the Director of Public Works, and construction plans showing details of improvements proposed to be installed or constructed by the Principal within the Subdivision have been submitted to and approved by the Obligee. The construction plans are hereby made a part of this bond, and incorporated herein by reference; and

WHEREAS, the Principal has entered into an agreement with the Obligee, dated the 14th day of August, 2009, to complete the aforementioned improvements within the Subdivision within the time therein specified, or such extension as may be mutually agreed upon; and, upon default, the Obligee may cause the same to be completed and recover the costs thereof from the principal. The agreement is hereby made a part of this bond, and incorporated herein by reference; and

WHEREAS, the Principal has applied to the Obligee for final approval of the subdivision map for recordation;

NOW, THEREFORE, if the Principal shall fully and faithfully do and perform all of the things agreed by him to be done and performed according to the terms of the agreement and shall construct and install all of the improvements within the Subdivision in accordance with the construction plans therefor on or before the 17th day of July , 20 10 , then upon final approval of all said improvements by the Obligee, this obligation shall be void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this $\underline{17th}$ day of \underline{July} , $20\underline{09}$.

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company company

SURETY:
Arch Insurance Company
(print name above)
By ////
Name: Michael Perry Its Attorney-in-Fact
Ву
Name: Its
Ву
Name:

APPROVED AS TO FORM AND LEGALITY:

DAVID A. GALAZIN Deputy Corporation Counsel County of Maui

S:\DSA\STANDARD FORMS\Subdivision\Standard Agreements\SubdbondRev0707.wpd (04/03)

Its

State of California County of Los Angeles

On July 17, 2009 before me, Sharon Jastrow, a Notary Public personally appeared Michael Rosenfeld who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(res), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Notary Public (Seal)

ACKNOWLEDGMENT

State of California County ofOrange				
On July 17, 2009 before me, _	Esther A. Stepien, Notary Public (insert name and title of the officer)			
personally appeared Michael Perry who proved to me on the basis of satisfactory ex subscribed to the within instrument and acknowl his/her/their authorized capacity(ies), and that by person(s), or the entity upon behalf of which the	ridence to be the person(s) whose name(s) is/are edged to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.			
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.				
WITNESS my hand and official seal.	ESTHER A. STEPIEN Commission # 1725468 EN Notary Public - California			
Signature Athen A. Stepier	Orange County My Comm. Biotres Feb 16, 2011			

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Paul A. Bland, Dana L. Dowers, Sandra L. Sikora, Robert Ranallo, Raymond Chao and Michael Perry of Irvine, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 21st day of Januray , 20 09 . Arch Insurance Company Attested and Certified CORPORATE Ekseuri Martin J. Nilson, Secretary STATE OF PENNSYLVANIA SS COUNTY OF PHILADELPHIA SS I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Brian C. Kuhn, Notary Public Brian C. Kuhn, Notary Public City of Philadelphia, Philadelphia County My commission expires 12-06-2011 CERTIFICATION My commission expires December 06, 2011 I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 21, 2009 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company. IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 17th day of July 20 09 Martin J. Nilsen. Secretary This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Contractors & Developers Group 135 N. Robles Ave., Ste. 825 Pasadena, CA 91101



TMK: (2) 3-9-001:016 and (2) 2-2-002:035	Bond No. SU1102691
Subdivision File No. 2.2795 and 2.2995 *Onsite Water System	Premium: \$10,267.00/2 Yrs.
SUBDIVISION BOND	
KNOW ALL MEN BY THESE PRESENTS:	
That Maui Industrial Partners, LLC	The state of the s
whose residence address/principal place of busing 1999 Avenue of the Stars, Suite 2850 Los Angeles, CA 90067	ness is
The state of the s	And the state of t
and whose post office address is 1999 Avenue of the S	Stars, Suite 2850
Los Angeles, CA 90067	nereinafter called
"Principal", and Arch Insurance Company	SOCIAL MINISTERIO CON CONTRACTOR DE COMPANIO CONTRACTOR DE
whose principal place of business is	_
Kansas City, Missouri	
office address is 135 N. Los Robles Ave., Suite 825, Pasadena	
, hereinafter	~
are held and firmly bound unto the COUNTY OF	
called the "Obligee", its successors and assigns	s, in the full and
just sum of Eight Hundred Thirty Four Thousand Seven Hundred	William Commence
AND <u>00</u> /100 DOLLARS (\$ <u>834,700.00</u>), for the pa	ayment of which to
said Obligee, its successors and assigns, well	and truly to be
made, we do hereby bind ourselves and our r	
devisees, executors, administrators, personal	representatives,
assigns and/or successors, jointly and severally	y firmly by these
presents.	- -
Signed, sealed, delivered and dated th	is <u>17th</u> day of
July , 20 <u>09</u> , at <u>Irvine, California</u>	

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

whereas, Principal, as Subdivider, has submitted for approval to the Director of Public Works of the County of Maui copies of a preliminary plat contained in Subdivision File No.

2.2795 and 2.2995 incorporated herein by reference and made a part hereof showing the subdivision of land situate at Tax Map Key No.

(2) 3-9-001:016 and (2) 2-2-002:015, containing an area of approximately 88.000 Acres and 1.154 Acres, which property is more particularly described in Subdivision File No.

2.2795 and 2.2995

("Property") and known as Kaonoulu Ranch (Large-Lot) Subdivision No. 2 and Kaonoulu Ranch Water Tank Subdivision hereinafter called the "Subdivision"; and

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WHEREAS, the Principal has entered into an agreement with the Obligee, dated the 14th day of August, 2009, to complete the aforementioned improvements within the Subdivision within the time therein specified, or such extension as may be mutually agreed upon; and, upon default, the Obligee may cause the same to be completed and recover the costs thereof from the principal. The agreement is hereby made a part of this bond, and incorporated herein by reference; and

WHEREAS, the Principal has applied to the Obligee for final approval of the subdivision map for recordation;

NOW, THEREFORE, if the Principal shall fully and faithfully do and perform all of the things agreed by him to be done and performed according to the terms of the agreement and shall construct and install all of the improvements within the Subdivision in accordance with the construction plans therefor on or before the 17th day of July , 2010, then upon final approval of all said improvements by the Obligee, this obligation shall be void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this $\underline{17th}$ day of \underline{July} , $20\underline{09}$.

PI	RINCIPAL:
- 1	Maui Industria Partners, LLC
	(print name above)
I	Maui Industrial Partners, LLC a Delaware limited liability company By: RG Rangh Associates, LC a Delaware limited liability company
Ву	,
	Name: Michael B. Rosenfeld Its Manager
Ву	
	Name: Its
Ву	
	Name:
	Its

SURETY: Arch Insurance Company (print name above) Name: Michael Perry Its Attorney-in-Fact Ву Name: Its ву.

APPROVED AS TO FORM AND LEGALITY:

DAVID A. GALAZIN
Deputy Corporation Counsel
County of Maui

5:\DSA\STAHDARD FORMS\Subdivision\Standard Agreements\SubdbondRev0707.wpd(04/03)

Name: Its

State of California County of Los Angeles

On July 17, 2009 before me, Sharon Jastrow, a Notary Public personally appeared Michael Rosenfeld who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(res), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Signature (

ACKNOWLEDGMENT

	State of California County ofOrange)			
	On July 17, 2009 before me,	Esther A. Stepien, Notary Public (insert name and title of the officer)			
	personally appearedMichael Perry				
	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.				
	I certify under PENALTY OF PERJURY under t paragraph is true and correct.	he laws of the State of California that the foregoing			
ı	WITNESS my hand and official seal.	ESTHER A. STEPIEN Commission # 1725488 Notary Public - California #			
	Signature <u>JAN A Stepiero</u>	Orange County My Comm. Explicit Feb 16, 2011			

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Paul A. Bland, Dana L. Dowers, Sandra L. Sikora, Robert Ranallo, Raymond Chao and Michael Perry of Irvine, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surely, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, authorized officers, this	the Company has caused this instrument 21st day of <u>Januray</u> , 20 <u>09</u> .	to be signed and its corporate seal to be affixed by the
Attested and Certified		Arch Insurance Company
Martin J. Nilsen, Secreta	CORPORATE SEAL 1971	1- Mulalet
		J. Michael Pete, Vice President
STATE OF PENNSYLVA	INIA SS	, .
COUNTY OF PHILADEL	PHIA SS	
Corporation organized a appeared before me this sealed with the corporate	nd existing under the laws of the State day in person and severally acknowledo	Isen and J. Michael Pete personally known to me to be and Vice President of the Arch Insurance Company, a of Missouri, subscribed to the foregoing instrument, and that they being thereunto duly authorized signed, the free and voluntary act of said corporation and as set forth.
	COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL	
CERTIFICATION	Brian C. Kuhn, Notary Public City of Philadelphia, Philadelphia County My commission expires December 06, 2011	Brian C. Kuhn, Notary Public My commission expires 12-06-2011
full force and effect since certify that the said J. Mich	the date thereof and is in full force and	reby certify that the attached Power of Attorney dated true and correct copy and that the same has been in effect on the date of this certificate; and I do further mey as Vice President, was on the date of execution the Arch Insurance Company.
IN TESTIMONY WHEREO Company on this17th_ o	DF, I have hereunto subscribed my name lay of $\frac{Ju1y}{}$, 20 09.	and affixed the corporate seal of the Arch Insurance
	*	

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Contractors & Developers Group 135 N. Robles Ave., Ste. 825 Pasadena, CA 91101



TMK: (2) 3-9-001:016 and (2) 2-2-002:035	Bond No. SU1102692
Subdivision File No. 2.2795 and 2.2995	Premium: \$59,074.00/2 Yrs
*12" Offsite Water/1MG Water Tank	
SUBDIVISION BOND	
KNOW ALL MEN BY THESE PRESENTS:	
That Maui Industrial Partners, LLC	
whose residence address/principal place of busin	
1999 Avenue of the Stars, Suite 2850 Los Angeles, CA 90067	ness is
and whose post office address is 1999 Avenue of the S	Stars, Suite 2850
Los Angeles, CA 90067	nereinafter called
"Principal", and Arch Insurance Company	**************************************
whose principal place of business is	
Kansas City, Missouri	
office address is 135 N. Los Robles Ave., Suite 825, Pasadena	
, hereinafter	
are held and firmly bound unto the COUNTY OF	
called the "Obligee", its successors and assigns	
just sum of <u>Four Million Eight Hundred Two Thousand Seven Hur</u>	ndred Eighty Four
AND <u>00</u> /100 DOLLARS (\$ <u>4.802,784.00</u>), for the pa	ayment of which to
said Obligee, its successors and assigns, well	and truly to be
made, we do hereby bind ourselves and our r	respective heirs,
devisees, executors, administrators, personal	
assigns and/or successors, jointly and severally	
presents.	
Signed, sealed, delivered and dated th	4 n 17+h dan 5
	is <u>i/m</u> day or
July , 20 <u>09</u> , at <u>Irvine, California</u>	·

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal, as Subdivider, has submitted for approval to the Director of Public Works of the County of Maui copies of a preliminary plat contained in Subdivision File No.

2.2795 and 2.2995 incorporated herein by reference and made a part hereof showing the subdivision of land situate at Tax Map Key No.

(2) 3-9-001:016 and (2) 2-2-002:015, containing an area of approximately 88.000 Acres and 1.154 Acres, which property is more particularly described in Subdivision File No.

2.2795 and 2.2995

("Property") and known as Kaonoulu Ranch (Large-Lot) Subdivision No. 2 and Kaonoulu Ranch Water Tank Subdivision hereinafter called the "Subdivision"; and

WHEREAS, the preliminary plat has been approved by the Director of Public Works, and construction plans showing details of improvements proposed to be installed or constructed by the Principal within the Subdivision have been submitted to and approved by the Obligee. The construction plans are hereby made a part of this bond, and incorporated herein by reference; and

WHEREAS, the Principal has entered into an agreement with the Obligee, dated the 14th day of August, 2009, to complete the aforementioned improvements within the Subdivision within the time therein specified, or such extension as may be mutually agreed upon; and, upon default, the Obligee may cause the same to be completed and recover the costs thereof from the principal. The agreement is hereby made a part of this bond, and incorporated herein by reference; and

State of California County of Los Angeles

On July 17, 2009 before me, Sharon Jastrow, a Notary Public personally appeared Michael Rosenfeld who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

(Seal)

SHARON JASTROW
COMM. #1761126
Notary Public-California
LOS ANGELES COUNTY
My Comm. Exp. Aug 11, 2011

ACKNOWLEDGMENT

State of California County of Orange	
On July 17, 2009 before me,	Esther A. Stepien, Notary Public (insert name and title of the officer)
personally appearedMichael Perry	
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	
WITNESS my hand and official seal.	ESTHER A. STEPIEN Commission # 1725488 Notary Public - California
Signature Ether & Stepier	Orange County My Comm. Expires Feb 16, 2011 (Seal)

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

Paul A. Bland, Dana L. Dowers, Sandra L. Sikora, Robert Ranallo, Raymond Chao and Michael Perry of Irvine, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this authorized officers, this 21st day of Januray	instrument to be signed and its corporate seal to be affixed by their
Attested and Certified	Arch Insurance Company
CORP.	rance Co.
	CORPORATE SEAL 1971

STATE OF PENNSYLVANIA SS

Martin J. Nilsen, Secretary

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the sald instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth

COMMONWEALTH OF PENNSYLVANIA NOTARIAL SEAL Brian C. Kuhn, Notary Public

City of Philadelphia, Philadelphia County My commission expires December 06, 2011 Brian C. Kuhn, Notary Public My commission expires 12-06-2011

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 21, 2009 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 17th day of July 20 09

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Contractors & Developers Group 135 N. Robles Ave., Ste. 825 Pasadena, CA 91101



TMK: (2) 3-9-001:016 and (2) 2-2-002:035	Bond No. SU1102693
Subdivision File No. 2.2795 and 2.2995 *36" Water Main/Water/Misc. Revisions	Premium: \$30,073.00/2 Yrs.
SUBDIVISION BOND	
KNOW ALL MEN BY THESE PRESENTS:	
That Maui Industrial Partners, LLC	The same of the contract of th
whose residence address/principal place of busines	ss is
1999 Avenue of the Stars, Suite 2850 Los Angeles, CA 90067	and the first of the section of the
and whose post office address is $\underline{1999 \text{Avenue of the Star}}$	rs, Suite 2850
Los Angeles, CA 90067 , her	reinafter called
"Principal", and Arch Insurance Company	
whose principal place of business is	
Kansas City, Missouri	
office address is 135 N. Los Robles Ave., Suite 825, Pasadena, C	-
, hereinafter c	alled "Surety",
ere held and firmly bound unto the COUNTY OF MA	_
called the "Obligee", its successors and assigns,	
just sum of <u>Two Million Four Hundred Forty Four Nine Hundred F</u>	
AND <u>00</u> /100 DOLLARS (\$ <u>2.444.940.00</u>), for the paym	·
said Obligee, its successors and assigns, well a	
nade, we do hereby bind ourselves and our res	
devisees, executors, administrators, personal r	
assigns and/or successors, jointly and severally	
presents.	
Signed, sealed, delivered and dated this	17th day of
July 2000 - Iming Colifornia	acy or

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal, as Subdivider, has submitted for approval to the Director of Public Works of the County of Maui copies of a preliminary plat contained in Subdivision File No.

2.2795 and 2.2995 incorporated herein by reference and made a part hereof showing the subdivision of land situate at Tax Map Key No.

(2) 3-9-001:016 and (2) 2-2-002:015, containing an area of approximately 88.000 Acres and 1.154 Acres, which property is more particularly described in Subdivision File No.

2.2795 and 2.2995

("Property") and known as Kaonoulu Ranch (Large-Lot) Subdivision No. 2 and Kaonoulu Ranch Water Tank Subdivision hereinafter called the "Subdivision"; and

WHEREAS, the preliminary plat has been approved by the Director of Public Works, and construction plans showing details of improvements proposed to be installed or constructed by the Principal within the Subdivision have been submitted to and approved by the Obligee. The construction plans are hereby made a part of this bond, and incorporated herein by reference; and

WHEREAS, the Principal has entered into an agreement with the Obligee, dated the 14th day of August, 2009, to complete the aforementioned improvements within the Subdivision within the time therein specified, or such extension as may be mutually agreed upon; and, upon default, the Obligee may cause the same to be completed and recover the costs thereof from the principal. The agreement is hereby made a part of this bond, and incorporated herein by reference; and

WHEREAS, the Principal has applied to the Obligee for final approval of the subdivision map for recordation;

NOW, THEREFORE, if the Principal shall fully and faithfully do and perform all of the things agreed by him to be done and performed according to the terms of the agreement and shall construct and install all of the improvements within the Subdivision in accordance with the construction plans therefor on or before the 17th day of July , 2010, then upon final approval of all said improvements by the Obligee, this obligation shall be void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this $\underline{17th}$ day of \underline{July} , $\underline{2009}$.

PRI	NCIPAL:
Mau	1 Industria Partners, LLC
	(print name above)
Mau By: By	i Industrial Partners, LLC a Delaware limited liability company RC Ranch Associates, LLC a Delaware limited liability company
N.	ame: Michael B. Rosenfeld s Manager
ву	
Na It	ame: :s
3у	
Na It	me: S

Arch Insurance Company (print name above) By Name: Michael Perfy Its Attorney-in-Fact By Name: Its

APPROVED AS TO FORM AND LEGALITY:

Deputy Corporation Counsel County of Maui

S:\DSA\STANDARD FORMS\Subdivision\Standard Agreements\SubdbondRev0707.upd(04/03)

Its

State of California County of Los Angeles

On July 17, 2009 before me, **Sharon Jastrow**, a Notary Public personally appeared **Michael Rosenfeld** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(Seal)

SHARON JASTROW COMM. #1761126 Notary Public-California LOS ANGELES COUNTY

My Comm. Exp. Aug 11, 2011

WITNESS my hand and official seal.

Signature

SJ - Notarial Form - State of CA - rev. for 2008.doc

ACKNOWLEDGMENT

State of California County ofOr	ange)	
On July 17, 2009	before me, _	Esther A. Stepien, Notary Public (insert name and title of the officer)
subscribed to the with his/her/their authorize	the basis of satisfactory evin instrument and acknowled capacity(ies), and that by	vidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in y his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
I certify under PENAL paragraph is true and	TY OF PERJURY under the correct.	ne laws of the State of California that the foregoing
WITNESS my hand ar	nd official seal.	ESTHER A. STEPIEN Commission # 1725488 Notary Public - California
Signature <u>(J. H. H.</u>	e Stepien	Orange County MyComm. Biplies Feb 16, 2011 (Seal)

POWER OF ATTORNEY

Know All Men By These Presents:

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Paul A. Bland, Dana L. Dowers, Sandra L. Sikora, Robert Ranallo, Raymond Chao and Michael Perry of Irvine, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

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"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filled with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and officers of the Company may appoint agents for acceptance of process."

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VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to authorized officers, this 21st day of January , 20 09	be signed and its corporate seal to be affixed by their
Attested and Certified	Arch Insurance Company
CORPORATE SEAL 1971	

Missouri

Martin J. Nilson, Secretary

J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth

COMMONWEALTH OF PENNEYLVANIA NOTARIAL SEAL

Brian C. Kuhn, Notary Public City of Philadelphia, Philadelphia County My commission expires December 06, 2011 Brian C. Kuhn, Notary Public My commission expires 12-06-2011

CERTIFICATION

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IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this $17 \, \text{th}$ day of $3 \, \text{uly}$ 20 09

Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Contractors & Developers Group 135 N. Robles Ave., Ste. 825 Pasadena, CA 91101



TMK: (2) 3-9-001:016 and (2) 2-2-002:045	Bond No. SU1102694
Subdivision File No. 2.2795 and 2.2995 *Electrical	Premium: \$10,892.00/2 Yrs.
SUBDIVISION BOND	
KNOW ALL MEN BY THESE PRESENTS:	
That Maui Industrial Partners, LLC	
whose residence address/principal place of busine 1999 Avenue of the Stars, Suite 2850 Los Angeles, CA 90067	ess is
and whose post office address is 1999 Avenue of the Sta	re Suite 2850
Los Angeles, CA 90067 , he	
"Principal", andArch Insurance Company	
whose principal place of business is	
Kansas City, Missouri	
office address is 135 N. Los Robles Ave., Suite 825, Pasadena, 6	
, hereinafter o	e contracte and provide the contracte and contracted the contracted the contracted and contracte
are held and firmly bound unto the COUNTY OF MA	
called the "Obligee", its successors and assigns,	
just sum of Eight Hundred Eighty Five Thousand Five Hundred Sixty	Six
AND 00 /100 DOLLARS (\$885,566.00), for the pay	ment of which to
said Obligee, its successors and assigns, well a	
made, we do hereby bind ourselves and our re	
devisees, executors, administrators, personal	
assigns and/or successors, jointly and severally	
presents.	
Signed, sealed, delivered and dated this	s <u>17th</u> day of
July 20.09 at Irvine California	

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, Principal, as Subdivider, has submitted for approval to the Director of Public Works of the County of Maui copies of a preliminary plat contained in Subdivision File No.

2.2795 and 2.2995 incorporated herein by reference and made a part hereof showing the subdivision of land situate at Tax Map Key No.

(2) 3-9-001:016 and (2) 2-2-002:015, containing an area of approximately 88.000 Acres and 1.154 Acres, which property is more particularly described in Subdivision File No.

2.2795 and 2.2995

("Property") and known as Kaonoulu Ranch (Large-Lot) Subdivision No. 2 and Kaonoulu Ranch Water Tenk Subdivision hereinafter called the "Subdivision", and

WHEREAS, the preliminary plat has been approved by the Director of Public Works, and construction plans showing details of improvements proposed to be installed or constructed by the Principal within the Subdivision have been submitted to and approved by the Obligee. The construction plans are hereby made a part of this bond, and incorporated herein by reference; and

WHEREAS, the Principal has entered into an agreement with the Obligee, dated the 14th day of August, 2009, to complete the aforementioned improvements within the Subdivision within the time therein specified, or such extension as may be mutually agreed upon; and, upon default, the Obligee may cause the same to be completed and recover the costs thereof from the principal. The agreement is hereby made a part of this bond, and incorporated herein by reference; and

WHEREAS, the Principal has applied to the Obligee for final approval of the subdivision map for recordation;

NOW, THEREFORE, if the Principal shall fully and faithfully do and perform all of the things agreed by him to be done and performed according to the terms of the agreement and shall construct and install all of the improvements within the Subdivision in accordance with the construction plans therefor on or before the 17th day of July , 20 10 , then upon final approval of all said improvements by the Obligee, this obligation shall be void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this $\underline{17th}$ day of $\underline{\underline{July}}$, $20\underline{09}$.

PRINCIPAL:	
Mauf Industrial Partners, LLC	
(print name aboxe)	
Maui Industrial Partners ALC a Delaware limited liability compa By: RG Ranch Associates LtC a Delaware limited liability compa By	ıny ıny
Name: Michael B. Rosenfeld Its Manager	
Ву	
Name: Its	
_	

Name: Its

SURETY:

Its

Arch Insurance Company (print name above) Name: Michael Perry Its Attorney-in-Fact Ву Name: Its Ву Name:

APPROVED AS TO FORM AND LEGALITY:

DAVID A. GALAZIN

Deputy Corporation Counsel County of Maui

S:\DSA\STANDARD FORMS\Subdivision\Standard Agreements\SubdbondRev0707,wpd(04/03)

State of California County of Los Angeles

On July 17, 2009 before me, **Sharon Jastrow**, a Notary Public personally appeared **Michael Rosenfeld** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(hes), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature /

(Seal)

ACKNOWLEDGMENT

	State of California County ofOrange
	On July 17, 2009 before me, Esther A. Stepien, Notary Public (insert name and title of the officer)
	personally appeared Michael Perry
	who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
	WITNESS my hand and official seal. ESTHER A. STEPIEN Commission # 1725486 Notary Public - California §
¥.	Signature (Seal) Notary Public - Cultioning & Orange County My Comm. Explicit 16, 2011