

KAUMALAPAU HWY 2013

1 LANAI OIL COMPANY INC
 LANAI TRUCKING INC
 STATE OF HAWAII GOVERNMENT
7008 JOSEPH KAAKUA

City Directory Images

Target Street ✓

Cross Street

Source

Cole Information Services

KAUMALAPAU HWY 1999

7 DANIEL KAOPUIKI
9 TODD CARLOS

Target Street ✓

Cross Street

Source

Polk's City Directory

KAUMALAPAU HWY 1997

424 Emberson Coco 335-5790
Emberson Ian 335-5790
437 Carveiro Charles 335-5778
439 Silva Ben G. 335-5390

HOUSEHOLDS 29

KAUMALAPAU HWY (LC) 96763

Kimoko Alfred 565-6614
7 Kaopuiki Daniel Jr 565-6856
9 Carlos Todd 565-7644
46 Kaakala Bruce 565-7673
Kaakala Robin 565-7673
Smith Florence 565-7673
Smith Roy 565-7673

HOUSEHOLDS 7

KAUMALI HWY (KH) 96741

2-2436 DR STANLEY
SCHILLER 332-7338
224946 SCOTT
SHIMARIKIRO DR 332-7068

Miki Basin - 200 Acre Industrial Site
Miki Road & Kaunalapau Highway
Lanai City, HI 96763

Inquiry Number: 3875991.3
March 10, 2014

Certified Sanborn® Map Report

Certified Sanborn® Map Report

3/10/14

Site Name:
Miki Basin - 200 Acre Industrial
Miki Road & Kaunalapau
Lanai City, HI 96763
EDR Inquiry # 3875991.3
Client Name:
TRC
7600 N. 16th Street
Phoenix, AZ 85020
Contact: Ron Landolt



The Sanborn Library has been searched by EDR and maps covering the target property location as provided by TRC were identified for the years listed below. The Sanborn Library is the largest, most complete collection of fire insurance maps. The collection includes maps from Sanborn, Bromley, Parris & Browne, Hopkins, Barlow, and others. Only Environmental Data Resources Inc. (EDR) is authorized to grant rights for commercial reproduction of maps by the Sanborn Library LLC, the copyright holder for the collection. Results can be authenticated by visiting www.edrnet.com/sanborn.

The Sanborn Library is continually enhanced with newly identified map archives. This report accesses all maps in the collection as of the day this report was generated.

Certified Sanborn Results:

Site Name: Miki Basin - 200 Acre Industrial Site
Address: Miki Road & Kaunalapau Highway
City, State, Zip: Lanai City, HI 96763
Cross Street:
P.O. # 215880
Project: Miki Basin - 200 Acre Site
Certification # CF60-4983-A50E



Sanborn® Library search results
Certification # CF60-4983-A50E

The Sanborn Library includes more than 1.2 million fire insurance maps from Sanborn, Bromley, Parris & Browne, Hopkins, Barlow and others, along with historical maps of American cities and towns. Collections searched:

- Library of Congress
- University Publications of America
- EDR Private Collection

The Sanborn Library LLC Since 1989™

UNMAPPED PROPERTY

This report certifies that the complete holdings of the Sanborn Library, LLC collection have been searched based on client supplied target, property information, and fire insurance maps covering the target property were not found.

Limited Permission To Make Copies

TRC (the client) is permitted to make up to FIVE photocopies of this Sanborn Map transmittal and each fire insurance map accompanying this report solely for the limited use of its customer. No one other than the client is authorized to make copies. Upon request made directly to an EDR Account Executive, the client may be permitted to make a limited number of additional photocopies. This permission is conditioned upon compliance by the client, its customer and their agents with EDR's copyright policy, a copy of which is available upon request.

Disclaimer - Copyright and Trademark notice

This Report contains certain information obtained from a variety of public and other sources that may be available to Environmental Data Resources, Inc. It cannot be included from this Report that coverage information for the target and surrounding properties does not exist from other sources. NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL INFORMATION IS PROVIDED AS IS, WITHOUT WARRANTY OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, COMPLETENESS, OR NON-INFRINGEMENT. ENVIRONMENTAL DATA RESOURCES, INC. IS NOT RESPONSIBLE FOR ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL CONSEQUENTIAL OR EXEMPLARY DAMAGES, ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT. Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any advice regarding the prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this report is not to be construed as legal advice.

Copyright 2014 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc. or its affiliates, is prohibited without prior written permission. EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.



6 Armstrong Road, 4th Floor
Shelton, Connecticut 06484
Toll Free: 800.352.0050
www.edrnet.com

Miki Basin - 200 Acre Industrial Site
Miki Road & Kaumalapau Highway
Lanai City, HI 96763

Inquiry Number: 3875991.10
March 14, 2014

EDR Environmental Lien and AUL Search

EDR Environmental Lien and AUL Search

The EDR Environmental Lien and AUL Search Report provides results from a search of available current land title records for environmental cleanup liens and other activity and use limitations, such as engineering controls and institutional controls.

A network of professional, trained researchers, following established procedures, uses client supplied address information to:

- search for parcel information and/or legal description;
- search for ownership information;
- research official land title documents recorded at jurisdictional agencies such as recorders' offices, registries of deeds, county clerks' offices, etc.;
- access a copy of the deed;
- search for environmental encumbering instrument(s) associated with the deed;
- provide a copy of any environmental encumbrance(s) based upon a review of key words in the instrument(s) (title, parties involved, and description); and
- provide a copy of the deed or title documents reviewed.

Thank you for your business.

Please contact EDR at 1-800-352-0050
with any questions or comments.

Disclaimer - Copyright and Trademark Notice

This Report contains certain information obtained from a variety of public and other sources reasonably available to Environmental Data Resources, Inc. It cannot be concluded from this Report that coverage information for the target, and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. ENVIRONMENTAL DATA RESOURCES, INC. SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL ENVIRONMENTAL DATA RESOURCES, INC. BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF ENVIRONMENTAL DATA RESOURCES, INC. IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this Report "AS IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this Report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

Copyright 2013 by Environmental Data Resources, Inc. All rights reserved. Reproduction in any media or format, in whole or in part, of any report or map of Environmental Data Resources, Inc. or its affiliates is prohibited without prior written permission. EDR and its logos (including Sanborn and Sanborn Map) are trademarks of Environmental Data Resources, Inc. or its affiliates. All other trademarks used herein are the property of their respective owners.

6 Armstrong Road
Shelton, CT 06484
800.352.0050
www.edrnet.com

 Environmental Data Resources Inc

EDR Environmental Lien and AUL Search

TARGET PROPERTY INFORMATION

ADDRESS
Miki Road & Kaunālapau Highway
Miki Basin - 200 Acre Industrial Site
Lanai City, HI 96763

RESEARCH SOURCE

Source 1:
Maui County Clerk
Maui, HI

PROPERTY INFORMATION

Deed 1:
Type of Deed: Limited Warranty Deed
Title is vested in: Castle & Cooke Resorts, LLC
Title received from: Castle & Cooke, Inc
Deed Dated: 6/22/2012
Deed Recorded: 6/22/2012
Book: NA
Page: NA
Volume: NA
Instrument: T-8208437
Docket: NA
Land Record Comments: see exhibit
Miscellaneous Comments: see exhibit
Legal Description: see exhibit
Legal Current Owner: Castle & Cooke Resorts, LLC
Parcel # / Property Identifier: 4-9-002-001
Comments: see exhibit

Deed 2:
Type of Deed: Limited Warranty Deed
Title is vested in: Castle & Cooke Resorts, LLC
Title received from: Castle & Cooke, Inc
Deed Dated: 6/22/2012
Deed Recorded: 6/22/2012
Book: NA
Page: NA
Volume: NA
Instrument: T-8208435
Docket: NA
Land Record Comments: NA

EDR Environmental Lien and AUL Search

Miscellaneous Comments: see exhibit
NA
Legal Description: see exhibit
Legal Current Owner: Castle & Cooke Resorts, LLC
Parcel # / Property Identifier: 4-9-002-001
Comments: see exhibit

Deed 3:
Type of Deed: Limited Warranty Deed
Title is vested in: Castle & Cooke Resorts, LLC
Title received from: Castle & Cooke, Inc
Deed Dated: 6/22/2012
Deed Recorded: 6/22/2012
Book: NA
Page: NA
Volume: NA
Instrument: T-8208438
Docket: NA
Land Record Comments: see exhibit
Miscellaneous Comments: NA
Legal Description: see exhibit
Legal Current Owner: Castle & Cooke Resorts, LLC
Parcel # / Property Identifier: 4-9-002-001
Comments: see exhibit

ENVIRONMENTAL LIEN
Environmental Lien: Found Not Found

OTHER ACTIVITY AND USE LIMITATIONS (AULs)
AULs: Found Not Found

Handwritten initials: "M", "W", "A", "S", "D"

STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED



June 22, 2012 3:29 PM

Doc No(e) T-82208437
on Cert(e) 468176

Issuance of Cert(e) 1044094



/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

1 1/1 CHC Conveyance Tax: \$32888.80
8-32082887

LAND COURT SYSTEM
Return by Mail () Pickup (X) To:

REGULAR SYSTEM

Castle & Cooke, Inc.

C. Kurasaki Ph: 548-2909

Total Pages 6

Deed Exhibit 1

Tax Map Key No.: (2) 4-9-002-001 portion

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED is made as of June 22, 2012, by CASTLE & COOKE, INC., a Hawaii corporation, hereinafter called the "Grantor," in favor of CASTLE & COOKE RESORTS, LLC, a Hawaii limited liability company whose address is 680 Iwilei Rd., Suite 510, Honolulu, Hawaii 96817, hereinafter called the "Grantee."

WITNESSETH:

That for Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, as tenant in severalty, all of the property more particularly described in Exhibit A attached hereto and made a part hereof.

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

CASTLE & COOKE, INC., a Hawaii corporation

By: 
Name: HARRY A. SAUNDERS
Title: Senior Vice President

By: 
Name: RICHARD K. MIRIKITANI
Title: Vice President & Assistant Secretary

Grantor

And the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto, including but not limited to, if any, water, minerals, metals and geothermal resources;

TO HAVE AND TO HOLD the same, together with all buildings, improvements, rights, easements, privileges and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, unto the Grantee according to the tenancy herein set forth, forever.

AND, in consideration of the premises, the Grantor does hereby covenant with the Grantee that the Grantor is lawfully seized in fee simple of the property herein described (the "Property") and has good right to sell and convey the Property; that the Property is free and clear of all encumbrances made or suffered by the Grantor, except as set forth in Exhibit A and except for the lien of real property taxes not yet by law required to be paid; and that the Grantor shall WARRANT AND DEFEND the foregoing against the lawful claims of all persons claiming by, through, or under the Grantor, unto the Grantee and the Grantee's successors and assigns, forever.

AND the Grantor quitclaims to the Grantee all rights, title and interests reserved, granted or acquired by the Grantor or its predecessors in interest with respect to land owned by others on the island of Lanai, including but not limited to, if any, rights and interests with respect to easements, rights of way, access, water, minerals, metals, geothermal resources, and restrictive covenants.


The rights and obligations of the Grantor and the Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors, successors in trust, and assigns. The conveyance herein set forth and the warranties of the Grantor concerning the same are expressly declared to be in favor of the Grantee, and the Grantee's heirs, personal representatives, successors, successors in trust and assigns.

The terms "Grantor" and "Grantee," as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations, limited liability companies or partnerships, and their and each of their respective, heirs, personal representatives, successors, successors in trust, and assigns, according to the context thereof.

This Deed is being made as a part of a larger sale of assets by the Grantor relating to the island of Lanai through which the Grantor is receiving consideration for this Deed by the transfer of assets from the Grantee and additional value from the Grantee and its affiliates.

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

On June 21, 2012, before me personally appeared HARRY A. SAUNDERS and RICHARD K. MIRIKITANI, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed this 6-page Limited Warranty Deed undated at time of notarization, in the First Circuit of the State of Hawaii, as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.


Print Name: Rhonda Biffle
Notary Public, State of Hawaii

My commission expires: Aug. 3, 2012



EXHIBIT A

ALL OF THAT CERTAIN PARCEL OF LAND SITUATE ON THE ISLAND OF LANAI, COUNTY OF MAUI, STATE OF HAWAII, DESCRIBED AS FOLLOWS:

LOT 13-A-1-A, AREA 17,113.987 ACRES, MORE OR LESS, (DEDUCTING THEREFROM THE FOLLOWING LOTS OF LAND COURT APPLICATION 862:

- LOT E-2-A-1-A-1-B,
- LOT E-2-A-1-A-1-D,
- LOT E-2-A-1-A-1-F,
- LOT E-2-A-1-A-1-G,
- LOT E-2-A-1-A-1-H AND
- LOT E-2-A-1-A-1-J, AS SHOWN ON MAP 13;

LOT 35, AS SHOWN ON MAP 19;

LOT 37, AS SHOWN ON MAP 20;

LOT 44 AND 45, AS SHOWN ON MAP 21;

LOTS 724 TO 731, INCLUSIVE AND
LOTS 733 TO 743, INCLUSIVE, AS SHOWN ON MAP 48;

LOTS 746 TO 751, INCLUSIVE, AS SHOWN ON MAP 60;

EXCLUSIONS 13, 17, 18, 26 AND 36 AS SHOWN ON MAP 3;
AND ALL EXISTING GOVERNMENT ROADS
AND ALSO THE FOLLOWING LOTS OF LAND COURT CONSOLIDATION NO. 170; LOTS 12 AS SHOWN ON MAP 5; AND
LOTS 13-B TO 13-G, INCLUSIVE, AS SHOWN ON MAP 6; CONTAINING AN AREA OF 889.799 ACRES, MORE OR LESS),

AND CONTAINING A NET AREA OF 16,224.188 ACRES, MORE OR LESS, AS SHOWN ON MAP 15, FILED WITH LAND COURT CONSOLIDATION NO. 170 OF CASTLE & COOKE, INC.

TOGETHER WITH PERPETUAL RIGHTS AND EASEMENTS AS SET FORTH BY LAND COURT ORDER NO. 132974, FILED OCTOBER 12, 1998, AS FOLLOWS:

(A) PERPETUAL RIGHT AND EASEMENTS TO BUILD, CONSTRUCT, INSTALL, MAINTAIN, OPERATE, REPAIR AND/OR REPLACE POLE AND WIRE LINES OR UNDERGROUND LINES FOR POWER AND COMMUNICATIONS; UNDERGROUND WATER PIPELINES, INCLUDING FIRE HYDRANTS AND VALVES; UNDERGROUND CONCRETE AND/OR CORRUGATED IRON STRUCTURES FOR PURPOSES OF DRAINAGE AND IRRIGATION; AND UNDERGROUND SEWER LINES;

(B) PERPETUAL RIGHT AND EASEMENTS TO INSTALL, CONSTRUCT, LAY, MAINTAIN, REPAIR, REMOVE AND/OR REPLACE AN UNDERGROUND WATER PIPELINE OR PIPELINES ALONG, ACROSS, THROUGH AND UNDER LOTS 482-B, 553-B, 549, 551-C AND 561-A, TOGETHER WITH THE RIGHT OF ACCESS FROM TIME TO TIME FOR THE PURPOSE AFORESAID; PROVIDED, HOWEVER, AND THIS RESERVATION IS ON THE CONDITION THAT, IF SAID EASEMENTS ARE NOT USED FOR THE AFORESAID PURPOSE AT ANY TIME FOR A PERIOD OF TWO (2) CONSECUTIVE YEARS, THEN THE SAME SHALL CEASE AND TERMINATE, AS RESERVED IN DEEDS, DATED DECEMBER 1, 1961, DECEMBER 1, 1961, JANUARY 30, 1962, JULY 27, 1962, APRIL 20, 1964 AND APRIL 20, 1964, FILED AS DOCUMENT NOS. 282714, 282715, 286951, 293717, 329739 AND 329740, RESPECTIVELY; AND

BEING LAND(S) DESCRIBED IN TRANSFER CERTIFICATE OF TITLE NO. 469,176

ISSUED TO: CASTILE & COOKE, INC., A HAWAII CORPORATION.

SUBJECT, HOWEVER, TO:

1. All encumbrances of record. (But no admission is made herein that such encumbrances are valid)
2. All customary and traditional rights, of native Hawaiians as provided for by the law of the State of Hawaii, for subsistence, cultural and religious purposes, which rights may involve access to the subject property.

Deed Exhibit 2

STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR

RECORDED
June 22, 2012 3:29 PM

Doc No(s) T-8208436

on Cert(s) 488655

Issuance of Cert(s) 1044093

/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR



CHC

Conveyance Tax \$61513.20

1
B-3282283

REGULAR SYSTEM

LAND COURT SYSTEM

Return by Mail () Pickup (X) To:

Castle & Cooke, Inc.

C. Kurasaki Ph: 548-2909

Total Pages 6

Tax Map Key No.: (2) 4-9-002-001 portion

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED is made as of June 22, 2012, by CASTLE & COOKE, INC., a Hawaii corporation, hereinafter called the "Grantor," in favor of CASTLE & COOKE RESORTS, LLC, a Hawaii limited liability company whose address is 680 Iwilei Rd., Suite 510, Honolulu, Hawaii 96817, hereinafter called the "Grantee."

WITNESSETH:

That for Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, as tenant in severalty, all of the property more particularly described in Exhibit A attached hereto and made a part hereof;

And the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto, including but not limited to, if any, water, minerals, metals and geothermal resources;

TO HAVE AND TO HOLD the same, together with all buildings, improvements, rights, easements, privileges and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, unto the Grantee according to the tenancy herein set forth, forever.

AND, in consideration of the premises, the Grantor does hereby covenant with the Grantee that the Grantor is lawfully seised in fee simple of the property herein described (the "Property") and has good right to sell and convey the Property; that the Property is free and clear of all encumbrances made or suffered by the Grantor, except as set forth in Exhibit A and except for the lien of real property taxes not yet by law required to be paid; and that the Grantor shall WARRANT AND DEFEND the foregoing against the lawful claims of all persons claiming by, through, or under the Grantor, unto the Grantee and the Grantee's successors and assigns, forever.

AND the Grantor quitclaims to the Grantee all rights, title and interests reserved, granted or acquired by the Grantor or its predecessors in interest with respect to land owned by others on the island of Lanai, including but not limited to, if any, rights and interests with respect to easements, rights of way, access, water, minerals, metals, geothermal resources, and restrictive covenants.

The rights and obligations of the Grantor and the Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors, successors in trust, and assigns. The conveyance herein set forth and the warranties of the Grantor concerning the same are expressly declared to be in favor of the Grantee, and the Grantee's heirs, personal representatives, successors, successors in trust and assigns.

The terms "Grantor" and "Grantee," as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations, limited liability companies or partnerships, and their and each of their respective, heirs, personal representatives, successors, successors in trust, and assigns, according to the context thereof.

This Deed is being made as a part of a larger sale of assets by the Grantor relating to the island of Lanai through which the Grantor is receiving consideration for this Deed by the transfer of assets from the Grantee and additional value from the Grantee and its affiliates.

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

CASTLE & COOKE, INC., a Hawaii
corporation

By: 
Name: HARRY A. SAUNDERS
Title: Senior Vice President

By: 
Name: RICHARD K. MIRIKITANI
Title: Vice President & Assistant Secretary

Grantor

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

On June 21, 2012, before me personally appeared HARRY A. SAUNDERS
and RICHARD K. MIRIKITANI, to me personally known, who, being by me duly sworn
or affirmed, did say that such persons executed this 6 -page Limited Warranty Deed
undated at time of notarization, in the First Circuit of the State of Hawaii, as the free act
and deed of such persons, and if applicable in the capacity shown, having been duly
authorized to execute such instrument in such capacity.



Print Name: Rhonda Biffle
Notary Public, State of Hawaii

My commission expires: Aug. 3, 2012



EXHIBIT A

BEING LAND(S) DESCRIBED IN TRANSFER CERTIFICATE OF TITLE NO. 486,655 ISSUED TO CASTLE & COOKE, INC., A HAWAII CORPORATION.

SUBJECT, HOWEVER, TO:

ALL OF THOSE CERTAIN PARCELS OF LAND SITUATE ON THE ISLAND OF LANAI, COUNTY OF MAUI, STATE OF HAWAII, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

1. All encumbrances of record. (But no admission is made herein that such encumbrances are valid)
2. All customary and traditional rights, of native Hawaiians as provided for by the law of the State of Hawaii, for subsistence, cultural and religious purposes, which rights may involve access to the subject property.

LOT 1, NET AREA 69,269.977 ACRES, MORE OR LESS, AS SHOWN ON MAP 1, FILED WITH LAND COURT CONSOLIDATION NO. 189 OF CASTLE & COOKE, INC., EXCEPTING ANY PORTION OF THE LAND CREATED BY ACCRETION AND ALSO ANY PORTION LYING BELOW THE SHORELINE AS DEFINED BY HAWAII LAW AND/OR CERTIFIED BY THE STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES.

TOGETHER WITH:

(A) A PERPETUAL RIGHT AND EASEMENTS TO BUILD, CONSTRUCT, INSTALL, MAINTAIN, OPERATE, REPAIR AND/OR REPLACE POLE AND WIRE LINES OR UNDERGROUND LINES FOR POWER AND COMMUNICATIONS; UNDERGROUND WATER PIPELINES, INCLUDING FIRE HYDRANTS AND VALVES; UNDERGROUND CONCRETE AND/OR CORRUGATED IRON STRUCTURES FOR PURPOSES OF DRAINAGE AND IRRIGATION; AND UNDERGROUND SEWER LINES;

(B) A PERPETUAL RIGHT AND EASEMENTS TO INSTALL, CONSTRUCT, LAY, MAINTAIN, REPAIR, REMOVE AND/OR REPLACE AN UNDERGROUND WATER PIPELINE OR PIPELINES ALONG, ACROSS, THROUGH AND UNDER LOTS 482-B, 553-B, 303-B, 549, 551-C AND 561-A, TOGETHER WITH THE RIGHT OF ACCESS FROM TIME TO TIME FOR THE PURPOSE AFORESAID; PROVIDED, HOWEVER, AND THIS RESERVATION IS ON THE CONDITION THAT, IF SAID EASEMENTS ARE NOT USED FOR THE AFORESAID PURPOSE AT ANY TIME FOR A PERIOD OF TWO (2) CONSECUTIVE YEARS, THEN THE SAME SHALL CEASE AND TERMINATE, AS RESERVED IN DEEDS, DATED DECEMBER 1, 1961, DECEMBER 1, 1961, JANUARY 30, 1962, JULY 27, 1962, APRIL 20, 1964 AND APRIL 20, 1964. FILED AS LAND COURT DOCUMENT NOS. 282714, 282715, 286951, 293717, 329739 AND 329740, RESPECTIVELY; AND

(C) AN ACCESS ACROSS EASEMENT 1, AS SHOWN ON MAP 1 OF LAND COURT CONSOLIDATION NO. 189, AS SET FORTH BY LAND COURT ORDER NO. 126719, FILED JANUARY 22, 1997.

Handwritten initials: L, M, J, D

STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED



June 22, 2012 3:29 PM

Doc No(e) T-8208438
on Cert(s) AS LISTED HEREIN
Issuance of Cert(s) 1044095 - 1044101



/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

Conveyance Tax: \$1880.80

1 1/1 CHC
B-32082906

Handwritten signature

REGULAR SYSTEM

LAND COURT SYSTEM

Return by Mail () Pickup (X) To:

Castle & Cooke, Inc.

C. Kurasaki Ph: 548-2909

Total Pages 12

Tax Map Key No.: (2) 4-9-002-001 portion

Deed Exhibit 3

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED is made as of June 22, 2012, by CASTLE & COOKE, INC., a Hawaii corporation, hereinafter called the "Grantor," in favor of CASTLE & COOKE RESORTS, LLC, a Hawaii limited liability company whose address is 680 Iwilei Rd., Suite 510, Honolulu, Hawaii 96817, hereinafter called the "Grantee."


WITNESSETH:

That for Ten Dollars (\$10.00) and other good and valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, as tenant in severalty, all of the property more particularly described in Exhibit A attached hereto and made a part hereof;

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

CASTLE & COOKE, INC., a Hawaii corporation

By: 
Name: HARRY A. SAUNDERS
Title: Senior Vice President

By: 
Name: RICHARD K. MIRIKITANI
Title: Vice President & Assistant Secretary

Grantor

And the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto, including but not limited to, if any, water, minerals, metals and geothermal resources;

TO HAVE AND TO HOLD the same, together with all buildings, improvements, rights, easements, privileges and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, unto the Grantee according to the tenancy herein set forth, forever.

AND, in consideration of the premises, the Grantor does hereby covenant with the Grantee that the Grantor is lawfully seised in fee simple of the property herein described (the "Property") and has good right to sell and convey the Property; that the Property is free and clear of all encumbrances made or suffered by the Grantor, except as set forth in Exhibit A, and except for the lien of real property taxes not yet by law required to be paid; and that the Grantor shall WARRANT AND DEFEND the foregoing against the lawful claims of all persons claiming by, through, or under the Grantor, unto the Grantee and the Grantee's successors and assigns, forever.

AND the Grantor quitclaims to the Grantee all rights, title and interests reserved, granted or acquired by the Grantor or its predecessors in interest with respect to land owned by others on the island of Lanai, including but not limited to, if any, rights and interests with respect to easements, rights of way, access, water, minerals, metals, geothermal resources, and restrictive covenants.

The rights and obligations of the Grantor and the Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors, successors in trust, and assigns. The conveyance herein set forth and the warranties of the Grantor concerning the same are expressly declared to be in favor of the Grantee, and the Grantee's heirs, personal representatives, successors, successors in trust and assigns.

The terms "Grantor" and "Grantee," as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporations, limited liability companies or partnerships, and their and each of their respective, heirs, personal representatives, successors, successors in trust, and assigns, according to the context thereof.

This Deed is being made as a part of a larger sale of assets by the Grantor relating to the island of Lanai through which the Grantor is receiving consideration for this Deed by the transfer of assets from the Grantee and additional value from the Grantee and its affiliates.

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

On June 21, 2012, before me personally appeared HARRY A. SAUNDERS and RICHARD K. MIRIKITANI, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed this 12-page Limited Warranty Deed undated at time of notarization, in the First Circuit of the State of Hawaii, as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Print Name: Rhonda Biffle
Notary Public, State of Hawaii

My commission expires: Aug. 3, 2012



EXHIBIT A

ITEM ONE:

ALL OF THOSE CERTAIN PARCELS OF LAND SITUATE ON THE ISLAND OF LANAI, COUNTY OF MAUI, STATE OF HAWAII, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1-A-2, AREA 0.5550 ACRE, MORE OR LESS,

LOT 1-A-3, AREA 0.5530 ACRE, MORE OR LESS, AND

LOT 1-B-1-B, AREA 8.3619 ACRES, MORE OR LESS.

AS SHOWN ON MAP 6, FILED WITH LAND COURT APPLICATION NO. 590 OF HAWAIIAN PINEAPPLE COMPANY, LIMITED.

BEING LAND(S) DESCRIBED IN TRANSFER CERTIFICATE OF TITLE NO. 469,169 ISSUED TO CASTLE & COOKE, INC., A HAWAII CORPORATION.

SUBJECT, HOWEVER, TO:

1. All encumbrances of record. (But no admission is made herein that such encumbrances are valid)
2. All customary and traditional rights, of native Hawaiians as provided for by the law of the State of Hawaii, for subsistence, cultural and religious purposes, which rights may involve access to the subject property.

ITEM TWO:

ALL OF THOSE CERTAIN PARCELS OF LAND SITUATE ON THE ISLAND OF LANAI, COUNTY OF MAUI, STATE OF HAWAII, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT B-1-A, AREA 160.971 ACRES, MORE OR LESS, -

LOT B-1-B, AREA .032 ACRE, MORE OR LESS, -

LOT B-3-A, AREA 6.059 ACRES, MORE OR LESS, AND
LOT B-3-B, AREA 5.668 ACRES, MORE OR LESS,

AS SHOWN ON MAP 5 FILED WITH LAND COURT APPLICATION NO. 635 OF
HAWAIIAN PINEAPPLE COMPANY, LIMITED.

BEING LAND(S) DESCRIBED IN TRANSFER CERTIFICATE OF TITLE NO.
469,170 ISSUED TO CASTLE & COOKE, INC., A HAWAII CORPORATION.

SUBJECT, HOWEVER, TO:

1. All encumbrances of record. (But no admission is made herein that such encumbrances are valid)
2. All customary and traditional rights, of native Hawaiians as provided for by the law of the State of Hawaii, for subsistence, cultural and religious purposes, which rights may involve access to the subject property.

ITEM THREE:

ALL OF THAT CERTAIN PARCEL OF LAND SITUATE ON THE ISLAND OF
LANAI, COUNTY OF MAUI, STATE OF HAWAII, AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

LOT APANA 1, AREA 133.45 ACRES, MORE OR LESS, AS SHOWN ON MAP 1,
LOT 2, AREA 0.67 ACRES, MORE OR LESS, AS SHOWN ON MAP 3, AND
LOT 1-A, AREA 102.381 ACRES, MORE OR LESS, AS SHOWN ON MAP 4,
FILED WITH LAND COURT APPLICATION NO. 786 OF HAWAIIAN PINEAPPLE
COMPANY, LIMITED.

BEING LAND(S) DESCRIBED IN TRANSFER CERTIFICATE OF TITLE NO.
469,171 ISSUED TO CASTLE & COOKE, INC., A HAWAII CORPORATION.

SUBJECT, HOWEVER, TO:

1. All encumbrances of record. (But no admission is made herein that such encumbrances are valid)

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

ITEM FOUR:

ALL OF THOSE CERTAIN PARCELS OF LAND SITUATE ON THE ISLAND OF
LANAI, COUNTY OF MAUI, STATE OF HAWAII, AND BEING MORE
PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1, AREA 3.364 ACRES, MORE OR LESS,
LOT 2, AREA 35.02 ACRES, MORE OR LESS,
LOT 3, AREA 4.98 ACRES, MORE OR LESS,
LOT 4, AREA 2.51 ACRES, MORE OR LESS,
LOT 5, AREA 0.497 ACRE, MORE OR LESS,
LOT 7, AREA 0.595 ACRE, MORE OR LESS,
LOT 8, AREA 8.47 ACRE, MORE OR LESS,
LOT 9, AREA 0.285 ACRE, MORE OR LESS,
LOT 10, AREA 0.394 ACRE, MORE OR LESS,
LOT 11, AREA 0.658 ACRE, MORE OR LESS,
LOT 12, AREA 0.284 ACRE, MORE OR LESS,
LOT 14, AREA 0.028 ACRE, MORE OR LESS,
LOT 15, AREA 3.66 ACRES, MORE OR LESS,
LOT 16, AREA 0.612 ACRE, MORE OR LESS,
LOT 17, AREA 0.102 ACRE, MORE OR LESS,
LOT 18, AREA 0.246 ACRE, MORE OR LESS,
LOT 19, AREA 3.13 ACRES, MORE OR LESS,
LOT 20, AREA 30.05 ACRES, MORE OR LESS,
LOT 21, AREA 9.08 ACRES, MORE OR LESS,
LOT 22, AREA 2.08 ACRES, MORE OR LESS,
LOT 23-B, AREA 3.816 ACRES, MORE OR LESS,
LOT 24, AREA 1.00 ACRE, MORE OR LESS,
LOT 25, AREA 1.41 ACRES, MORE OR LESS,
LOT 26, AREA 7.83 ACRES, MORE OR LESS,
LOT 27, AREA 15.70 ACRES, MORE OR LESS,
LOT 28, AREA 46.20 ACRES, MORE OR LESS, AS SHOWN ON MAPS 1 AND 2,
AND

LOT 29-A, AREA 1.107 ACRES, MORE OR LESS,
LOT 30-A, AREA 0.175 ACRE, MORE OR LESS, AND

LOT 30-C, AREA 0.254 ACRE, MORE OR LESS, AS SHOWN ON MAP 3,

LOT 31, AREA 0.524 ACRE, AS SHOWN ON MAPS 1 AND 2, AND

LOT 32-B, AREA 0.322 ACRE, MORE OR LESS, AS SHOWN ON MAP 3,

FILED WITH LAND COURT APPLICATION NO. 1590 (AMENDED) OF
HAWAIIAN PINEAPPLE COMPANY, LIMITED.

BEING LAND(S) DESCRIBED IN TRANSFER CERTIFICATE OF TITLE NO.
469,172 ISSUED TO CASTLE & COOKE, INC., A HAWAII CORPORATION.

SUBJECT, HOWEVER, TO:

1. All encumbrances of record. (But no admission is made herein that such encumbrances are valid)

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

ITEM FIVE:

ALL OF THOSE CERTAIN PARCELS OF LAND SITUATE ON THE ISLAND OF LANAI, COUNTY OF MAUI, STATE OF HAWAII, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT E-2-A-1-A-1-J, AREA 0.166 ACRE, MORE OR LESS, AS SHOWN ON MAP 13,
AND

LOT 706, AREA 11,796 SQUARE FEET, MORE OR LESS,
LOT 707, AREA 561,449 SQUARE FEET, MORE OR LESS,
LOT 710, AREA 218,552 SQUARE FEET, MORE OR LESS,
LOT 712, AREA 244,677 SQUARE FEET, MORE OR LESS,
LOT 713, AREA 3,829 SQUARE FEET, MORE OR LESS,
LOT 729, AREA 1,173,239 SQUARE FEET, MORE OR LESS, AND
LOT 733, AREA 117,878 SQUARE FEET, MORE OR LESS,
AS SHOWN ON MAP 48,

FILED WITH LAND COURT APPLICATION NO. 862 (AMENDED) OF HAWAIIAN PINEAPPLE COMPANY, LIMITED.

TOGETHER WITH:

(A) A PERPETUAL RIGHT AND EASEMENTS TO BUILD, CONSTRUCT, INSTALL, MAINTAIN, OPERATE, REPAIR AND/OR REPLACE POLE AND WIRE LINES OR UNDERGROUND LINES FOR POWER AND COMMUNICATIONS; UNDERGROUND WATER PIPELINES, INCLUDING FIRE HYDRANTS AND VALVES; UNDERGROUND CONCRETE AND/OR CORRUGATED IRON STRUCTURES FOR PURPOSES OF DRAINAGE AND IRRIGATION; AND UNDERGROUND SEWER LINES UPON, ALONG, OVER, ACROSS, THROUGH AND/OR UNDER VARIOUS LOTS AND/OR PORTION OR PORTIONS THEREOF; AND

(B) A PERPETUAL RIGHT AND EASEMENTS TO INSTALL, CONSTRUCT, LAY, MAINTAIN, REPAIR, REMOVE AND/OR REPLACE AN UNDERGROUND WATER PIPELINE OR PIPELINES ALONG, ACROSS, THROUGH AND UNDER LOTS 482-B, 553-B, 303-B, 549, 551-C AND 561-A, TOGETHER WITH THE RIGHT OF ACCESS FROM TIME TO TIME FOR THE PURPOSE AFORESAID; PROVIDED, HOWEVER, AND THIS RESERVATION IS ON THE CONDITION THAT, IF SAID EASEMENTS ARE NOT USED FOR THE AFORESAID PURPOSE AT ANY TIME FOR A PERIOD OF TWO (2) CONSECUTIVE YEARS, THEN THE SAME SHALL CEASE AND TERMINATE, AS RESERVED IN DEEDS, DATED DECEMBER 1, 1961, DECEMBER 1, 1961, JANUARY 30, 1962, JULY 27, 1962, APRIL 20, 1964 AND APRIL 20, 1964, FILED AS LAND COURT DOCUMENT NOS. 282714, 282715, 286951, 293717, 329739 AND 329740, RESPECTIVELY.

BEING LAND(S) DESCRIBED IN TRANSFER CERTIFICATE OF TITLE NO. 469,174 ISSUED TO CASTLE & COOKE, INC., A HAWAII CORPORATION.

SUBJECT, HOWEVER, TO:

1. All encumbrances of record. (But no admission is made herein that such encumbrances are valid)

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

ITEM SIX:

ALL OF THOSE CERTAIN PARCELS OF LAND SITUATE ON THE ISLAND OF

LANAI, COUNTY OF MAUI, STATE OF HAWAII, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1-C-3, AREA 1.5001 ACRES, MORE OR LESS,

AS SHOWN ON MAP 6, FILED WITH LAND COURT APPLICATION NO. 590 OF HAWAIIAN PINEAPPLE COMPANY, LIMITED.

ALL OF THOSE CERTAIN PARCELS OF LAND SITUATE ON THE ISLAND OF LANAI, COUNTY OF MAUI, STATE OF HAWAII, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 44, AREA 3.816 ACRES, MORE OR LESS, AND
LOT 45, AREA .224 ACRE, MORE OR LESS, AS SHOWN ON MAP 21, AND

LOT 701, AREA .387 ACRE, MORE OR LESS,
LOT 703, AREA .551 ACRE, MORE OR LESS,
LOT 714, AREA .799 ACRE, MORE OR LESS,
LOT 716, AREA 3.132 ACRES, MORE OR LESS,
LOT 730, AREA .521 ACRE, MORE OR LESS, AND
LOT 735, AREA 1.136 ACRES, MORE OR LESS, AS SHOWN ON MAP 48,

FILED WITH LAND COURT APPLICATION NO. 862 (AMENDED) OF HAWAIIAN PINEAPPLE COMPANY, LIMITED.

TOGETHER WITH:

A PERPETUAL RIGHT AND EASEMENTS TO INSTALL, CONSTRUCT, LAY, MAINTAIN, REPAIR, REMOVE AND/OR REPLACE AN UNDERGROUND WATER PIPELINE OR PIPELINES ALONG, ACROSS, THROUGH AND UNDER LOTS 482-B, 553-B, 303-B, 549, 551-C AND 561-A, TOGETHER WITH THE RIGHT OF ACCESS FROM TIME TO TIME FOR THE PURPOSE AFORESAID; PROVIDED, HOWEVER, AND THIS RESERVATION IS ON THE CONDITION THAT, IF SAID EASEMENTS ARE NOT USED FOR THE AFORESAID PURPOSE AT ANY TIME FOR A PERIOD OF TWO (2) CONSECUTIVE YEARS, THEN THE SAME SHALL CEASE AND TERMINATE, AS RESERVED IN DEEDS, DATED DECEMBER 1, 1961, DECEMBER 1, 1961, JANUARY 30, 1962, JULY 27, 1962, APRIL 20, 1964 AND APRIL 20, 1964, FILED AS LAND COURT DOCUMENT NOS. 282714, 282715, 286951, 293717, 329739 AND 329740, RESPECTIVELY.

ALL OF THOSE CERTAIN PARCELS OF LAND SITUATE ON THE ISLAND OF LANAI, COUNTY OF MAUI, STATE OF HAWAII, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT B-2-A, AREA 2.474 ACRES, MORE OR LESS,

LOT B-2-B, AREA .261 ACRE, MORE OR LESS, AND

LOT B-2-C, AREA .027 ACRE, MORE OR LESS,

AS SHOWN ON MAP 5 FILED WITH LAND COURT APPLICATION NO. 635 OF HAWAIIAN PINEAPPLE COMPANY, LIMITED.

BEING LAND(S) DESCRIBED IN TRANSFER CERTIFICATE OF TITLE NO. 469,175 ISSUED TO CASTLE & COOKE, INC., A HAWAII CORPORATION.

SUBJECT, HOWEVER, TO:

1. All encumbrances of record. (But no admission is made herein that such encumbrances are valid)
2. All customary and traditional rights, of native Hawaiians as provided for by the law of the State of Hawaii, for subsistence, cultural and religious purposes, which rights may involve access to the subject property.

ITEM SEVEN:

ALL OF THOSE CERTAIN PARCELS OF LAND SITUATE ON THE ISLAND OF LANAI, COUNTY OF MAUI, STATE OF HAWAII, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1, AREA 13.547 ACRES, MORE OR LESS,

LOT 2, AREA 3.346 ACRES, MORE OR LESS,

LOT 3, AREA 3.785 ACRES, MORE OR LESS, AND

LOT 4, AREA 53.175 ACRES, MORE OR LESS,

AS SHOWN ON MAP 1, FILED WITH LAND COURT CONSOLIDATION NO. 190 OF CASTLE & COOKE, INC.

BEING LAND(S) DESCRIBED IN TRANSFER CERTIFICATE OF TITLE NO.
488,592 ISSUED TO CASTLE & COOKE, INC., A HAWAII CORPORATION.

NOTE: FINAL ORDER OF CONDEMNATION FOR A PORTION OF LOT 4, LAND
COURT CONSOLIDATION 190, RECORDED AUGUST 28, 2000, LAND COURT
DOCUMENT NO. 2646775.

SUBJECT, HOWEVER, TO:

1. All encumbrances of record. (But no admission is made herein that such encumbrances are valid)
2. All customary and traditional rights, of native Hawaiians as provided for by the law of the State of Hawaii, for subsistence, cultural and religious purposes, which rights may involve access to the subject property.

MISCELLANEOUS EXHIBITS

STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR

RECORDED
October 2, 2012 1:00 PM

Doc No(s) T-8310375

on Cert(s) AS LISTED HEREIN

Issuance of Cert(s)



1/1 NICKI ANN THOMPSON
ASSISTANT REGISTRAR

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation, Return by Mail or Pick-up

Mark F. Ito, Esq.
Schlack Ito
745 Fort Street, Suite 1500
Honolulu, Hawaii 96813
Telephone: (808) 523-6045

Total Page(s): 8

IN THE LAND COURT OF THE STATE OF HAWAII

1 L. D. CASE NO. 12-1-3296

In the Matter of the Application

of

Various Applicants,

to register title to land situate at various locations in the State of Hawaii

Land Court Application Nos. 580, 635, 786, 862 and 1590 Consolidation Nos. 170, 189 and 190

KATHLEEN HANAWAHINE
REGISTRAR

PETITION FOR ORDER RE CHANGE OF NAME AND ORDER

Attorneys for Petitioner

MARK F. ITO 3692-0
SCHLACK ITO
A Limited Liability Law Company
745 Fort Street, Suite 1500
Honolulu, HI 96813
Telephone No.: (808) 523-6045

PETITION FOR ORDER RE CHANGE OF NAME AND ORDER

Petitioner: Lanai Resorts, LLC (formerly known as Castle & Cooke Resorts, LLC)

Affects Certificate of Title Nos.: 468,683; 468,684; 468,685; 468,686; 468,687; 468,688; 468,689; 468,690; 468,691; 468,692; 468,693; 468,694; 468,695; 468,696; 468,697; 468,698; 468,700; 468,702; 506,384; 563,970; 633,767; 799,954; 812,328; 852,675; 987,393; 1,044,092; 1,044,093; 1,044,094; 1,044,095; 1,044,096; 1,044,097; 1,044,098; 1,044,099; 1,044,100 and 1,044,101

A TRUE COPY ATTEST WITH
THE SEAL OF SAID COURT.

JANNIS SHIROMA
Clerk

2012 SEP 27 PM 2: 14

FILED

IN THE LAND COURT OF THE STATE OF HAWAII

In the Matter of the Application
of
Various Applicants,
to register title to land situate at various
locations in the State of Hawaii

Land Court Application Nos. 590, 635, 786,
862 and 1590 Consolidation Nos. 170, 189
and 190

**PETITION FOR ORDER RE CHANGE OF NAME AND
ORDER**

TO: THE HONORABLE PRESIDING JUDGE OF THE LAND COURT OF
THE STATE OF HAWAII:

The undersigned Petitioner respectfully shows unto this Court as follows:

1. The name of Petitioner has been legally changed on September 14, 2012 from
CASTLE & COOKE RESORTS, LLC to LANAI RESORTS, LLC as evidenced by the certified
copy of Articles of Amendment to Change Limited Liability Company Name filed in the
Department of Commerce and Consumer Affairs of the State of Hawaii attached hereto and
made a part hereof.
2. Petitioner desires that the change of name from CASTLE & COOKE RESORTS,
LLC to LANAI RESORTS, LLC be appropriately endorsed on the following Certificates of Title
describing land owned by Petitioner:

CERTIFICATE OF TITLE NO.	LAND COURT APPLICATION NO.	LAND COURT CONSOLIDATION NO.
468,683	862	
468,684	862	
468,685	862	
468,686	862	
468,687	862	
468,688	862	
468,689	862	
468,690	862	
468,691	862	
468,692	862	170
468,693		
468,694	862	
468,695		170
468,696	862	
468,697	862	
468,698		170
468,700		170
468,702	590	
506,384	862	
583,970	862	
633,787	862	
799,954	862	
812,328		170
852,675		170
987,383		170
1,044,092		170
1,044,093		189
1,044,094		170
1,044,095	590	
1,044,096	635	
1,044,097	786	
1,044,098	1590	
1,044,099	862	
1,044,100	590, 635 & 862	
1,044,101		190

ORDER

WHEREFORE, Petitioner respectfully prays that the Assistant Registrar of this Court be authorized and directed to endorse upon said Certificates of Title listed above the change of name of Petitioner from CASTLE & COOKE RESORTS, LLC to LANAI RESORTS, LLC.

Upon the record herein and good cause appearing, the prayer of Petitioner in the foregoing Petition for Order re Change of Name is hereby granted, and the Assistant Registrar of this Court is authorized and directed to comply herewith.

DATED: Honolulu, Hawaii, September 25, 2012.

DATED: Honolulu, Hawaii, this 27 day of SEP 27 2012

Petitioner: LANAI RESORTS, LLC
By [Signature]
Mark F. Ito
Its Attorney

KATHLEEN HANAWAHINE
JUDGE OF THE LAND COURT OF THE STATE OF HAWAII
REGISTRAR



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

On this 25th day of September, 2012, in the State of Hawaii, before me personally appeared MARK F. ITO, to me personally known or proved to me on the basis of satisfactory evidence of her signature and identity to be the aforesaid persons, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

I hereby certify that the instrument to which this notary acknowledgment is attached is entitled **PETITION FOR ORDER RE CHANGE OF NAME AND ORDER**, and dated September 25, 2012 or undated at the time of notarization. The entire instrument, including the notary acknowledgment page(s) and attachment(s), if any, consists of 7-pages.



[Signature]
Michele P. Makainal
Print Name: Michele P. Makainal
Notary Public, State of Hawaii
My commission expires: 04/09/2016

www.BusinessRegistration.com

FORM LLC-2
7/2009

FILED 09/14/2012 11:19 AM
Business Registration Division
DEPT. OF COMMERCE AND
CONSUMER AFFAIRS
State of Hawaii

STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
338 Merchant Street
Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810
Phone No. (808) 596-2727

ARTICLES OF AMENDMENT TO CHANGE LIMITED LIABILITY COMPANY NAME

Form No. 02-2004, Hawaii Revised Statutes

6495 C5

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

The undersigned, for the purpose of amending the Articles of Organization, do hereby certify as follows:

1. The present name of the limited liability company is: CASTLE & COOKE RESORTS, LLC
2. The name of the limited liability company is changed to: LANAI RESORTS, LLC
3. The amendment was adopted with the consent of all, or a lesser number of, the members of the limited liability company as authorized by the operating agreement.

We certify, under the penalties set forth in the Hawaii Uniform Limited Liability Company Act, that we have read the above statements, we are authorized to make this change, and that the statements are true and correct.

Signed this 14th day of September 2012
Lana'i Name Holdings, LLC, its Member
LIN Corporation, its Manager
PAUL T. MARGRELLI, Vice President, (Type or Print Name & Title)
[Signature] (Signature)

Instructions: Articles must be typewritten or printed in black ink, and must be legible. The articles must be signed and certified by at least one manager of a manager-managed company or by at least one member of a member-managed company. All signatures must be in black ink. Submit original articles together with the appropriate fee.

- Line 1. State the full name of the limited liability company prior to the change.
- Line 2. State the new name of the limited liability company. The company name must contain the words Limited Liability Company, or the abbreviation, L.L.C. or LLC.

Filing Fees: Filing fee \$225.00 in cash refundable. Make checks payable to DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS. Unamended Check Fee \$25.00.

For any questions call (808) 596-2727. Neighbor Islands may call the following numbers followed by 6-2727 and the # sign: Kauai 274-3141; Maui 584-2400; Hawaii 974-4000; Lanai & Molokai 1-800-468-4644 (toll free). Email Address: breg@doea.hawaii.gov

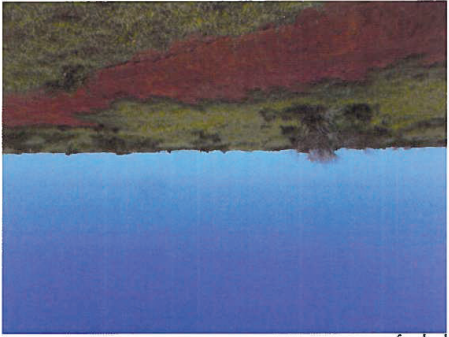
NOTICE: THIS MATERIAL CAN BE MADE AVAILABLE FOR INDIVIDUALS WITH SPECIAL NEEDS. PLEASE CALL THE DIVISION SECRETARY, BUSINESS REGISTRATION DIVISION, DCCA, AT 948-2744, TO SUBMIT YOUR REQUEST.

ALL BUSINESS REGISTRATION FILINGS ARE OVER TO PUBLIC INSPECTION. (SECTION 602-11, HRS)

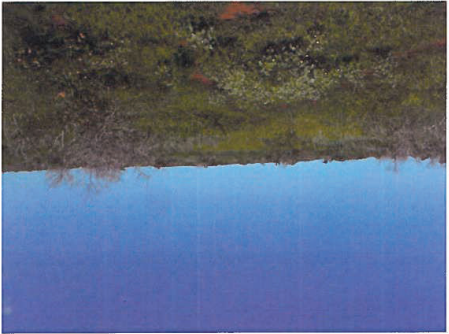
APPENDIX D

PHOTOGRAPH LOG

8. Undeveloped land to the northwest of the Site with the Lana'i Airport beyond from the West property boundary.



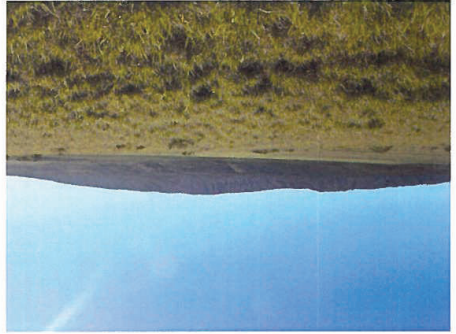
6. Undeveloped land to the north beyond the Site from the north property border.



7. Undeveloped land to the west beyond the Site from the west property border.



5. Undeveloped land to the east beyond the Site from the east property border.



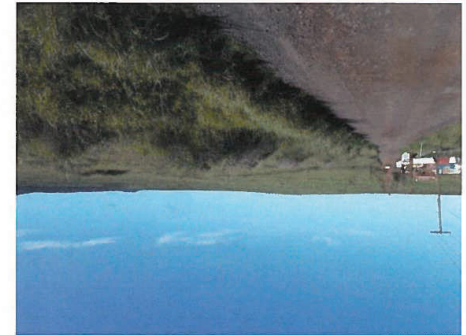
4. Site from the south property border facing east.



2. Site from the south property border at Miki Road facing northwest, overview of the existing industrial area.



3. Site from the south property border at Miki Road facing north.



1. Site from south property border facing west, overview of the existing industrial area.





15. Overview of the storage warehouse adjoining the Site.



13. Segregated waste materials including batteries, tires and propane tanks located on the adjoining property.



16. MECO power plant facility adjoining the Site.



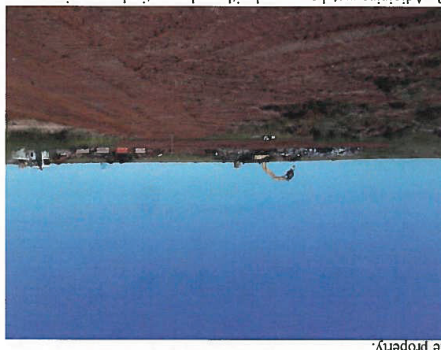
14. Gasoil and oil without proper secondary containment located on the adjoining property. No evidence of spills or releases observed.



11. Typical PVC pipe located throughout the property.



9. Undeveloped land to the south beyond the Site from the southwest property border.



12. Adjoining metal scapayard with workers actively removing debris.



10. Typical piping used for agricultural purposes located throughout the property.

This is an official copy of a portion of the above referenced flood map. It was prepared under the authority of the Federal Emergency Management Agency. This map does not reflect changes or amendments which have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.mnc.fema.gov

FIRM
FLOOD INSURANCE RATE MAP
MAUI COUNTY,
HAWAII

PANEL 500 OF 825
 (SEE MAP INDEX FOR FIRM PANEL LAYOUT)
 COUNTY NUMBER PANEL SUFFIX
 MAUI COUNTY 5000 0200 F

MAP NUMBER
150030500F
MAP REVISED
SEPTEMBER 19, 2012
Federal Emergency Management Agency

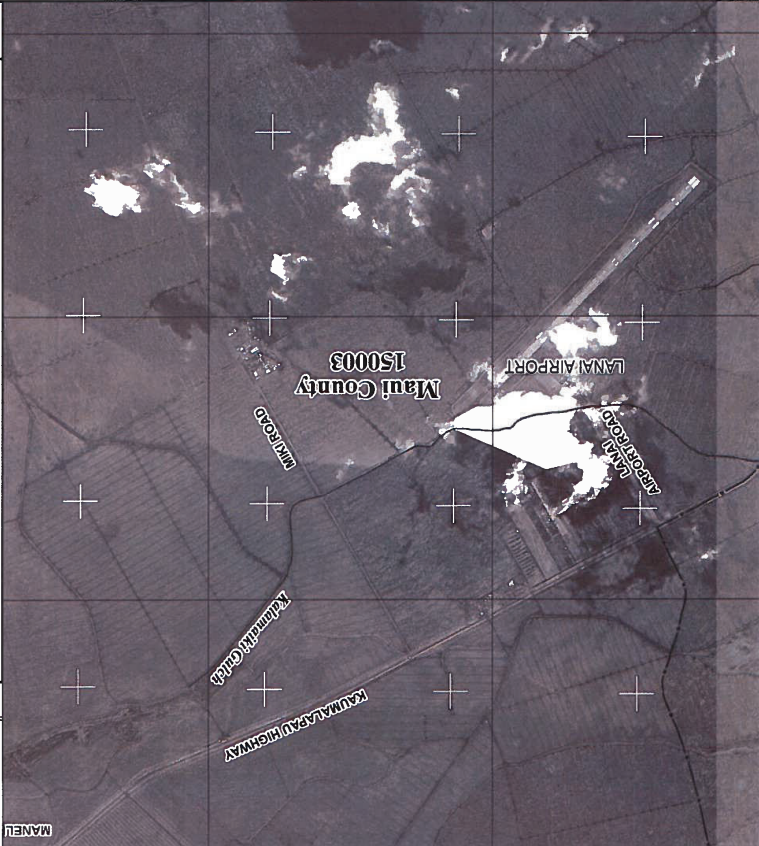
NATIONAL FLOOD INSURANCE PROGRAM

MANEU

MAP SCALE 1" = 2000'

1,000 0 2,000 3,000 4,000 FEET

MANEU



APPENDIX E

OTHER REFERENCE INFORMATION



Ronald A. Landolt, CAC

RONALD A. LANDOLT, CAC

EDUCATION

B.A., Biology/Environmental Management, Concordia University, 2002

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS

- State of California, Department of Occupational Safety and Health, Certified Asbestos Consultant, #10-4597
- State of California, Department of Public Health, Certified Lead Inspector/Assessor, #24276.
- State of Hawaii, Department of Health, Certified Asbestos Inspector, #HIASB-2677.

AREAS OF EXPERTISE

Mr. Ronald A. Landolt, CAC, has project management and technical experience in the following general areas:

- Client Development, Management and Interaction
- Write and Edit Technical Reports for Clients and Regulatory Agencies
- Soil and Groundwater Sampling and Remediation System Implementation
- Spill Prevention Control and Countermeasure (SPCC) Plan Management
- Stormwater Pollution Control Plan (SWPCC) Development & Management
- Indoor Air Quality and Microbial Assessments and Remediation Design
- Asbestos Surveys and Abatement Project Design
- AHERA Management Plan Review and Development
- Poly-Chlorinated Biphenyl and Mercury Investigations
- Stormwater Regulatory Compliance and Plan Development
- Phase I and Phase II Environmental Site Assessments and Audits
- Property Condition Assessments
- 3rd Party QA/QC Inspections
- Construction Management and Loan Reviews

REPRESENTATIVE EXPERIENCE

Mr. Landolt has over 10 years of experience and progressive responsibility in environmental and engineering consulting. His qualifications include extensive hands-on planning, field investigation, design, permitting, cost estimating, project management, and client management. Mr. Landolt's background includes extensive service to public and private-sector clientele including Target, Rite Aid, Shoreline Realty Services, Deering Property Management, Beaverton School District, North Wasco County School District, Salem-Keizer School District, University of New Mexico, Clackamas Community College, Clatsop Community College, Columbia Gorge Community College, NW Natural Gas, Bank of America, Bechtel Corporation, CB Richard Ellis, FedEx Ground and UPS. He currently serves in the capacity of Project Manager for TRC with responsibility for the business development, proposal and contract document writing and review to initiate projects, track project status and input critical data associated with each project, monitor the work performed by field staff and subcontractors and analyze the data acquired to determine further action with respect to regulatory compliance or industry standards while maintaining strict deadlines.

APPENDIX F

TRC STAFF AND ENVIRONMENTAL PROFESSIONAL QUALIFICATIONS/RESUMES



Ronald A. Landolt, CAC

Mr. Landolt is also responsible for management of financial budgets set forth in the specific contract documents from initial development, tracking labor and additional costs through the project until contract completion and final invoicing.

Millennium Bulk Terminals, Hazardous Materials Assessments – Longview, Washington (Project Manager: Present).

Lead project manager and client manager responsible for the hazardous materials inspection (asbestos, lead, PCB's, PAH's, Fluoride and Mercury), abatement oversight and regulatory compliance for the re-development of the Millennium Bulk Terminals facility. Responsibilities included initial cost proposals and contracts, scope of work development, organization with the Client and contractors as well as sample collection, staff management and oversight.

Holly Street Power Plant, Pre-Demolition Asbestos Abatement Management – Austin, Texas (Asbestos Abatement Manager: March – August 2012)

On-site abatement organization and oversight of the asbestos abatement activities associated with the demolition of the Holly Street Power Plant in Austin, TX. Mr. Landolt was responsible for the management of the abatement activities being conducted in conjunction with the active demolition of the plant as well as providing direct project updates and other correspondence to the client and their representatives on a daily basis.

Target Distribution Center, SPCC Plan Development and Audits – Albany, Oregon (Project Manager: 2008 – 2011).

Project Manager responsible for the development of the facilities revised SPCC plan in order to ensure regulatory conformance as well as the subsequent facility audits to confirm compliance with the SPCC plan. Responsibilities included development of the SPCC plan for regulatory compliance and annual Audit of the facility. Mr. Landolt was also involved in client management and communication throughout the duration of the project.

FedEx Ground, SPCC Audits – Portland, Oregon (Project Manager: 2007 – 2010).

Project Manager responsible for the audit of the FedEx Ground facilities SPCC plan and conformance to the regulatory requirements. Responsibilities included review of the SPCC plan for regulatory compliance and annual Audit of the facility. Mr. Landolt was also involved in client management and communication throughout the duration of the project.

FedEx Ground, Environmental Site Investigation – Troutdale, Oregon (Project Manager: 2009 – 2010).

Development and implementation of a large scale contract and scope of work on a 78-acre site to be used as a shipping facility. The site was previously occupied by an aluminum factory and is listed as a former Superfund site. Responsibilities included developing the scope of work, working with a team to perform the initial Phase I Environmental Site Assessment, management of surveying and excavating subcontractors, performing a detailed subsurface investigation and associated report. Mr. Landolt was also involved in client management and communication throughout the duration of the project.



Ronald A. Landolt, CAC

Coca-Cola Bottling Company, Due Diligence Environmental Investigations – Omak, Washington (Project Scientist and Project Manager: 2004 – 2011)

Subsurface investigation where responsibilities included scheduling, ordering drilling supplies, supervision of outside contractors, collect and field screen soil samples, log soil borings according to the Unified Soils Classification System, monitoring well re-development, groundwater monitoring, data interpretation and report preparation as well as remediation system design, implementation and submittal of Voluntary Cleanup Program Application to Washington DOE, and regulatory compliance discussions with Washington DOE.

Conoco Phillips, Soil and Groundwater Sampling – Oregon, Washington and Arizona (Project Geologist: 2004-2008 and Project Manager: 2008 – 2011)

Project Geologist and Project Manager responsible for conducting soil and groundwater sampling activities for various retail fueling stations throughout Oregon, Washington and Arizona. Mr. Landolt has also been responsible for the on-site safety compliance associated with soil and groundwater sampling activities for Conoco Phillips as well as collaborating with other consultants, contractors and laboratories to ensure proper sample collection and procedures were followed in accordance with all applicable regulations.

Tersoro Golden Eagle Oil Refining Terminal, Groundwater Remediation Well System Sampling – Concord, California (Project Manager: 2008 – 2010)

Lead on-site Project Manager for bi-annual sampling of over 300 monitoring wells located throughout a 1,000-acre oil refining terminal. Responsibilities included daily scheduling, permit acquisition, staff coordination, data compilation and management. Mr. Landolt was also responsible for collaborating with other consultants, contractors and laboratories to ensure proper sample collection and procedures were followed.

Various Clients, Phase I Environmental Site Assessments – Oregon, Washington, California, Idaho, Arizona and New Mexico (Project Manager: 2001 – Present)

Performs, reviews and manages ASTM Phase I ESAs as an Environmental Professional for various clients including industrial properties, commercial/retail properties, residential properties, and vacant parcels of land. Responsibilities included proposal and budget preparation, proposal review, client interaction, record review, site reconnaissance, interviews, report preparation, limited sampling, report review and submittals.

Various Clients, Property Condition Assessments – Oregon, Washington, California, Idaho, Colorado, Wyoming, Utah, Nevada, Arizona, New Mexico and Massachusetts (Project Manager: 2005 – Present)

Performs and manages ASTM PCA's for various clients including high-rise buildings, hotel properties, industrial properties, commercial properties, retail properties and multi-family residential facilities. Responsibilities included proposal and budget preparation, proposal review, client interaction, record review, site reconnaissance, interviews, report preparation, report review and submittals.



Ronald A. Landolt, CAC

Various Clients, Indoor Air Quality Assessments and Microbial Sampling – Oregon, Washington, California, Idaho and New Mexico (Project Scientist and Project Manager: 2001 – Present)
Conducted pre- and post-remediation sampling for viable and non-viable spores in commercial, retail and residential properties. Responsibilities include budget and proposal preparation, project coordination, collection of both viable and non-viable spore sampling, bulk sampling, swab sampling, data interpretation, report preparation, and client interaction.

Clatsop Community College, Hazardous Materials Inspection and Management – Astoria, Oregon (Project Manager and Client Manager: 2009 – Present)
Lead project manager and client manager responsible for the hazardous materials inspection (asbestos, lead, PCB's and Mercury), abatement oversight and regulatory compliance for the Jerome Campus Redevelopment Project. Responsibilities included initial cost proposals and contracts, scope of work development, organization with the Project Manager, general contractor and abatement contractors as well as staff management and oversight.

Beaverton School District, Building Science Services – Beaverton, Oregon (Project Manager: 2002-2007, Client Manager: 2007 – Present)
Project Manager responsible for the oversight of bond and non-bond related asbestos services including: asbestos surveys, development of abatement project designs, abatement oversight, clearance sampling, project completion reports as well as 6-month surveillances. 3-year re-inspections and other AHERA management activities. Lead client manager for ensuring proper investigation, remediation and best management practices compliance during District wide indoor air quality and microbial projects. Responsibilities included initial cost proposals and contracts, scope of work development, organization with District Facilities Specialist and remediation contractors as well as staff management and oversight. Mr. Landolt is also responsible for conducting direct client management and review in conjunction with each project.

Salem-Keizer School District, Asbestos Management – Salem, Oregon (Client Manager: 2009 – 2011)

Lead client manager for ensuring regulatory compliance during substantial asbestos abatement projects in conjunction with a District wide 252-million dollar redevelopment bond. Responsibilities included initial cost proposals and contracts, scope of work development, organization with project management teams and general contractors as well as staff management and oversight. Mr. Landolt was also responsible for conducting direct client management and regulatory review in conjunction with each project.

Falls City School District, Asbestos Program Management – Falls City, Oregon (Client Manager: 2011 – Present)

Lead client manager for updating the District's AHERA program, ensuring regulatory compliance. Responsibilities included initial cost proposals and contracts, scope of work development, as well as AHERA sampling, report writing and Management Plan development. Mr. Landolt is also responsible for conducting direct client management and training to ensure proper regulatory compliance needs are implemented.



Ronald A. Landolt, CAC

North Wasco County School District, Asbestos Program Management – The Dalles, Oregon (Client Manager: 2009 – Present)
Lead client manager for assisting the District with the management of their AHERA program, ensuring regulatory compliance. Responsibilities included initial cost proposals and contracts, scope of work development, as well as AHERA sampling, report writing, abatement project design, abatement oversight and re-inspections.

Bank of America, Asbestos Inspections and Program Development – Western United States (Project Manager: 2005 – 2010)

Assistant project manager for the development of standardized sampling methods and report templates for an asbestos survey portfolio consisting of full interior and exterior surveys of over 350 banks throughout California. Mr. Landolt was also the primary project manager for this client in Oregon, with experience managing over 100 local asbestos and indoor air quality projects.

Rite Aid Corporation, Asbestos & Concrete Vapor Emissions – Western United States (Client Manager: 2007 – Present)

Primary Client manager for Rite Aid Corporation. The scope of work consists of providing standardized asbestos surveys with concrete moisture testing of the floors as well. Responsibilities included proposal and budget development, project management, distribution of projects to various other offices as well as client management and communication.

Confidential Luxury Hotel/Resort, Asbestos and Microbial Assessment – Kapalua, Maui, Hawaii (Assistant Project Manager: March – September 2007)

On-site inspection and remediation oversight of a large scale renovation project in Maui, Hawaii. The resort property consisted of a 550-room hotel, and two unattached restaurant buildings that were scheduled for complete renovation. Responsibilities included assisting with the initial asbestos and microbial inspection, as well as being the lead on-site Project Manager overseeing the microbial remediation. Mr. Landolt was also responsible for providing direct project updates and other correspondence to the client on a regular basis.

Beaverton School District, Storm Water System Management – Beaverton, Oregon (Project Manager: 2006 – Present)

Project Manager responsible for the District's Storm Water Pollution Control Program. Conducted sampling events, site inspections and updated facility storm water pollution control plans (SWPCP) in coordination with applicable regulations. Responsible for working with regulators to ensure compliance with proper storage and handling of hazardous materials.

Milgard Windows and Doors, Storm Water System Management – Tualatin, Oregon (Project Manager: 2010 – Present)

Project Manager responsible for the development of the industrial facilities Storm Water Pollution Control Plan. Conducted sampling events, site inspections and issued action plans in coordination with applicable regulations and the facilities 1200-Z industrial stormwater permit. Also responsible for working with regulators to ensure compliance with proper sampling strategies, as well as the storage and handling of hazardous materials.



Ronald A. Landolt, CAC



Results you can rely on.

SPECIALIZED TRAINING

- EPA AHERA-Accredited Building Inspector, Management Planner, Project Designer, and Contractor Supervisor
- OSHA 10-Hour Construction Safety Training
- 40-Hour Hazardous Waste Operations and Emergency Response (HAZWOPER)
- OSHA Confined Space Training
- NIOSH 582 Trained Microscopist
- First Aid/CPR Certified (Not current)
- DOT & IATA Department of Transportation's Hazardous Materials' Regulations Certification
- Washington Department of Ecology Dangerous Waste Management Training
- Hazardous/Toxic Waste Management Training
- 16-Hour Microbial Investigations, Assessments and Remediation Training

Kacey N. Swindle

EDUCATION

B.A., Biology, Hendrix College, 2006
A.A., Education, Central Baptist College, 2003

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS

EPA/AHERA (HIASB-3378) Accredited Asbestos Inspector - Hawaii
EPA/AHERA (HIASB-3378) Accredited Asbestos Contractor/Supervisor - Hawaii
EPA/AHERA (HIASB-3378) Accredited Asbestos Project Monitor - Hawaii
EPA (PB-0509) Certified Lead Inspector - Hawaii
NIOSH 582 Equivalent Sampling and Evaluating Airborne Asbestos Dust

AREAS OF EXPERTISE

Ms. Kacey N. Swindle has technical experience in the following general areas:

- Environmental Assessments and Audits
- Site Remediation Design and Implementation
- Asbestos Surveys
- Microbial Investigations
- Lead Based Paint Inspections
- OSHA Compliance

REPRESENTATIVE EXPERIENCE

Ms. Swindle's responsibilities include large and small scale asbestos and lead (Pb) inspections for private, public, commercial and governmental agencies, air monitoring and compliance certification. Ms. Swindle is a certified lead inspector, AHERA inspector, contractor / supervisor, and project monitor.

In addition to asbestos and lead consulting, Ms. Swindle is also proficient in industrial hygiene air monitoring exposure and evaluations, including OSHA compliance and safety program development, as well as indoor air quality studies. Ms. Swindle has performed microbial investigations on multi-family residential and commercial structures. The investigations have encompassed microbial sampling, moisture mapping, project design, and coordination with company senior-level scientists (Ph.D.s, C.I.H.s). Ms. Swindle also performs microbial remediation oversight and post-remediation sampling. She is knowledgeable of construction practices, means, and methods. Ms. Swindle has performed Phase I Environmental Site Assessments including conducting site visits and generating reports.



ASBESTOS ASSESSMENTS

Kyo-Ya, Ltd., Princess Kaiulani Hotel and Retail Spaces Asbestos Surveys - Honolulu, Hawaii (2013 - 2014)

Performed asbestos inspections prior to proposed renovation activities. The investigation included sample collection, analysis, square footage estimates and friability status to determine if the materials pose a health risk to workers and the general public. Written reports were issued to the client detailing laboratory findings with regulatory recommendations including health risk assessment.

Hawaii Pacific University, Aloha Tower Marketplace Asbestos/Lead Paint Surveys - Honolulu, Hawaii (2013 - 2014)

Performed asbestos/lead paint inspections prior to proposed renovation activities. The investigation included sample collection, analysis, square footage estimates and friability status to determine if the materials pose a health risk to workers and the general public. Written reports were issued to the client detailing laboratory findings with regulatory recommendations including health risk assessment.

General Growth Properties, Sears Asbestos/Lead Paint Surveys and Abatement Oversight - Honolulu, Hawaii (2012 - 2013)

Performed asbestos/lead paint inspections and asbestos abatement oversight during demolition activities. The investigation included sample collection, analysis, square footage estimates and friability status to determine if the materials pose a health risk to workers and the general public. Written reports were issued to the client detailing laboratory findings with regulatory recommendations including health risk assessment. Oversight activities included daily asbestos air monitoring, clearance inspections and waste disposal characterizations and laboratory data interpretation to ensure that human health was protected.

Kyo-Ya, Ltd., Moana Surfrider Hotel Asbestos Surveys - Honolulu, Hawaii (2012 - 2013)

Performed asbestos inspections and asbestos remediation oversight of during renovation activities. The investigation included sample collection, analysis, square footage estimates and friability status to determine if the materials pose a health risk to workers and the general public. Written reports were issued to the client detailing laboratory findings with regulatory recommendations including health risk assessment. Oversight activities included daily asbestos air monitoring, clearance inspections and waste disposal characterizations and laboratory data interpretation to ensure that human health was protected.

Kyo-Ya, Ltd., Sheraton Waikiki Hotel Asbestos/Lead Paint Surveys - Honolulu, Hawaii (2011 - 2013)

Performed asbestos/lead paint inspections and asbestos remediation oversight during renovation activities. The investigation included sample collection, analysis, square footage estimates and friability status to determine if the materials pose a health risk to workers and the general public. Written reports were issued to the client detailing laboratory findings with regulatory recommendations including health risk assessment. Oversight activities included daily asbestos air monitoring, clearance inspections and waste disposal characterizations and laboratory data interpretation to ensure that human health was protected.

Hilton Hawaiian Village, LLC., Hilton Hawaiian Village Asbestos/Lead Paint Surveys - Honolulu, Hawaii (2011 - 2013)

Performed asbestos/lead paint inspections and asbestos remediation oversight during renovation activities. The investigation included sample collection, analysis, square footage estimates and friability status to determine if the materials pose a health risk to workers and the general public. Written reports were issued to the client detailing laboratory findings with regulatory recommendations including health risk assessment. Oversight activities included daily asbestos air monitoring, clearance inspections and waste disposal characterizations and laboratory data interpretation to ensure that human health was protected.

LEAD BASED PAINT ASSESSMENTS

Ala Wai Townhouse AOA, Ala Wai Townhouse Lead Based Paint Inspection - Honolulu, Hawaii (2012)

Performed a lead based paint inspection of the above referenced residential building consisting of one hundred (100) similar dwellings as defined by the State of Hawaii, Environmental Protection Agency (EPA) and United States Department of Housing and Urban Development. A written report was issued to the client detailing findings with regulatory recommendations.

PHASE I ENVIRONMENTAL SITE ASSESSMENTS

Lanai Resorts, LLC, Phase I Environmental Site Assessments - Lanai City, Hawaii (Present)

Performed Phase I Environmental Site Assessments for the development of various properties within Lanai City, HI. Responsibilities included assisting in the site investigations and report generation.

DEFINITION OF ENVIRONMENTAL PROFESSIONAL AND RELEVANT EXPERIENCE THERETO PURSUANT TO 40 CFR 312

(1) a person who possesses sufficient specific education, training, and experience necessary to exercise professional judgment to develop opinions and conclusions regarding conditions indicative of releases or threatened releases (see §312.1(c) on, at, in, or to a property, sufficient to meet the objectives and performance factors in §312.20(e) and (f).

(2) Such a person must: (i) hold a current Professional Engineer's or Professional Geologist's license or registration from a state, tribe, or U.S. territory (or the Commonwealth of Puerto Rico) and have the equivalent of three (3) years of full-time relevant experience; or (ii) be licensed or certified by the federal government, a state, tribe, or U.S. territory (or the Commonwealth of Puerto Rico) to perform environmental inquiries as defined in §312.21 and have the equivalent of three (3) years of full-time *relevant experience*; or (iii) have a Baccalaureate or higher degree from an accredited institution of higher education in a discipline of engineering or science and the equivalent of five (5) years of full-time relevant experience; or (iv) have the equivalent of ten (10) years of full-time relevant experience.

(3) An environmental professional should remain current in his or her field through participation in continuing education or other activities.

(4) The definition of environmental professional provided above does not preempt state professional licensing or registration requirements such as those for a professional geologist, engineer, or site remediation professional. Before commencing work, a person should determine the applicability of state professional licensing or registration laws to the activities to be undertaken as part of the inquiry identified in §312.21(b).

(5) A person who does not qualify as an environmental professional under the foregoing definition may assist in the conduct of all appropriate inquiries in accordance with this part if such person is under the supervision or responsible charge of a person meeting the definition of an environmental professional provided above when conducting such activities.

Relevant experience, as used in the definition of environmental professional in this section, means: participation in the performance of all appropriate inquiries investigations, environmental site assessments, or other site investigations that may include environmental analyses, investigations, and remediation which involve the understanding of surface and subsurface environmental conditions and the processes used to evaluate these conditions and for which professional judgment was used to develop opinions regarding conditions indicative of releases or threatened releases (see §312.1(c)) to the Site. TRC personnel resume(s) are included in **Appendix F**.

I declare that, to the best of my professional knowledge and belief, I meet the definition of environmental professional as defined in §312.10 of 40 CFR 312.

I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Signature of
Environmental
Professional:



Date: 04/03/14

APPENDIX G

ENVIRONMENTAL PROFESSIONAL STATEMENT