

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII
OFFICE OF
BUREAU OF CONVEYANCES

Received for record this 27th
day of September, A.D., 2013
at 8:01, o'clock a m. and
Document No. A-50180429

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation, Return by: Mail () Pickup ()
HG KAUAI JOINT VENTURE, LLC
C/O OAR MANAGEMENT, INC.
9746 ROBERTS ROAD
PALOS HILLS IL 60465

TG: 201312008
TGE: 24213023524
Jeri Miyaji-Ventura

TYPE OF DOCUMENT:

COMMISSIONER'S DEED

PARTIES TO DOCUMENT:

GRANTOR: CURTIS H. SHIRAMIZU, as Commissioner.

GRANTEE: HG KAUAI JOINT VENTURE, LLC, a Hawaii limited liability company
c/o Oar Management, Inc.
9746 S. Roberts Road, Palos Hill, Illinois 60465

TAX MAP KEY FOR PROPERTY:

(4) 4-3-003-001

COMMISSIONER'S DEED

THIS INDENTURE executed this 24th day of September, 2013, by and between CURTIS H. SHIRAMIZU, as Commissioner, duly appointed as hereinafter set forth, hereinafter called the "Grantor", and HG KAUAI JOINT VENTURE, LLC, a Hawaii limited liability company, whose mailing address is c/o Oar Management, Inc., 9746 S. Roberts Road, Palos Hills, Illinois 60465, hereinafter referred to as "Grantee",

WITNESSETH THAT:

WHEREAS, CURTIS H. SHIRAMIZU, was duly appointed as Commissioner pursuant to that certain Findings Of Fact, Conclusions Of Law And Order Granting Plaintiff's Motion For Summary Judgment And Decree Of Foreclosure As To Count I Of The Complaint For Foreclosure Filed July 2, 2012; Exhibit "A" (hereinafter referred to as "Findings of Fact"), filed on November 26, 2012, in Civil No. 12-1-0234 in the Circuit Court of the Fifth Circuit, State of Hawaii;

WHEREAS, pursuant to said Findings of Fact, Grantor herein duly held a public auction on March 6, 2013, wherein the property hereinafter described was offered for sale, and wherein Grantee was the purchaser of said property, subject to the confirmation of said Court;

WHEREAS, said sale has been confirmed by that certain Order Approving Report Of Commissioner, Granting Defendants The Three Stooges, LLC, Allen Family, LLC, Greg L. Allen, Sr. and Greg L. Allen, Jr's Motion For Confirmation Of Sale, And Directing Distribution Of Proceeds, filed on August 1, 2013, in the aforesaid proceeding, and in and by the terms of said Order, the Grantor herein was directed to make a quitclaim conveyance of the property hereinafter described to Grantee herein, or its nominee;

NOW, THEREFORE, Grantor, as Commissioner, for and in consideration of the sum of FOUR MILLION AND NO/100 DOLLARS (\$4,000,000.00), paid by the Grantee, the receipt of which is hereby acknowledged, and in compliance with said Court Order as hereinafter set forth, does hereby remise, release and quitclaim unto the Grantee, as a tenant in severalty, its successors and assigns, the property described in Exhibit "A" attached hereto and incorporated herein by reference.

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.

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

This Commissioner's Deed has been executed by CURTIS H. SHIRAMIZU, in his capacity as Commissioner aforesaid, and not in his individual capacity. The Grantee expressly

acknowledges and agrees that no personal liability or obligation under this instrument shall be imposed or assessed against said CURTIS SHIRAMIZU in his individual capacity.

The Grantee confirms that Grantee has inspected the property being conveyed and specifically attests that Grantee is purchasing the property on an "AS IS" basis, without any representations or warranties, express or implied, with a full understanding that only Grantee and not the Grantor will be responsible for any and all imperfections, defects, obsolescence, wear and tear, and all other conditions of said property and hereby waives any claim hereafter against the Grantor for breach of express or implied warranty as to the condition of the property.

This conveyance and the respective covenants of the Grantor and the Grantee shall be binding on and inure to the benefit of the Grantor and the Grantee, respectively. The terms "Grantor" and "Grantee" as and when used herein, or any pronouns used in place thereof, shall mean and include the singular or plural number, individuals, partnerships, trustees and corporations, and each of their respective heirs, personal representatives, successors and assigns. All covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed herein.

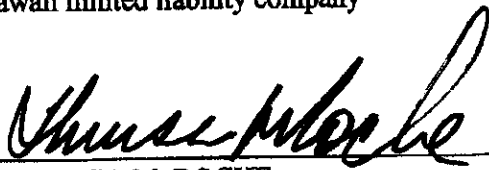
This Commissioner's Deed may be executed in counterparts. Each counterpart shall be executed by one or more of the parties hereinbefore named and the several counterparts shall constitute one instrument to the same effect as though the signatures of all the parties are upon the same document.

IN WITNESS WHEREOF, the Grantor and the Grantee have caused these presents to be duly executed on this 24th day of September, 20 13.

(SIGNATURES CONTINUED ON NEXT PAGE)

GRANTEE:

HG KAUAI JOINT VENTURE, LLC,
a Hawaii limited liability company


By 
THERESA M. ROCHE
Its Manager

By _____
GREG ALLEN
Its Manager

GRANTEE:

HG KAUAI JOINT VENTURE, LLC,
a Hawaii limited liability company

By _____
THERESA M. ROCHE
Its Manager

By  _____
GREG ALLEN
Its Manager

STATE OF Illinois)
) SS:
COUNTY OF Cook)

On this 24th day of September, 20 13, before me appeared THERESA M. ROCHE, to me personally known, who, being by me duly sworn, did say that she is a Manager of HG KAUAI JOINT VENTURE, LLC, a Hawaii limited liability company, that the foregoing COMMISSIONER'S DEED dated September 27, 20 13, which document consists of 15 page(s), was signed in behalf of said entity, and the said THERESA M. ROCHE acknowledged said instrument to be the free act and deed of said entity.



M. McGuire
Name of Notary: Malissa McGuire
Notary Public, in and for said County and State.
My commission expires: July 19, 2015

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this _____ day of _____, 20____, before me appeared GREG ALLEN, to me personally known, who, being by me duly sworn, did say that he is a Manager of HG KAUAI JOINT VENTURE, LLC, a Hawaii limited liability company, that the foregoing COMMISSIONER'S DEED dated _____, 20____, which document consists of _____ page(s), was signed in behalf of said entity, and the said GREG ALLEN acknowledged said instrument to be the free act and deed of said entity.

Name of Notary:
Notary Public, Fifth Judicial Circuit,
State of Hawaii.

My commission expires: _____

STATE OF _____)
) SS:
COUNTY OF _____)

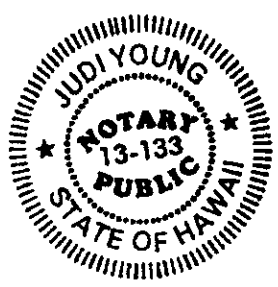
On this _____ day of _____, 20____, before me appeared THERESA M. ROCHE, to me personally known, who, being by me duly sworn, did say that she is a Manager of HG KAUAI JOINT VENTURE, LLC, a Hawaii limited liability company, that the foregoing COMMISSIONER'S DEED dated _____, 20____, which document consists of _____ page(s), was signed in behalf of said entity, and the said THERESA M. ROCHE acknowledged said instrument to be the free act and deed of said entity.

Name of Notary:
Notary Public, in and for said County and State.

My commission expires: _____

STATE OF HAWAII)
) SS:
COUNTY OF KAUAI)

On this 24th day of September, 2013, before me appeared GREG ALLEN, to me personally known, who, being by me duly sworn, did say that he is a Manager of HG KAUAI JOINT VENTURE, LLC, a Hawaii limited liability company, that the foregoing COMMISSIONER'S DEED dated undated, 2013, which document consists of 15 page(s), was signed in behalf of said entity, and the said GREG ALLEN acknowledged said instrument to be the free act and deed of said entity.



Name of Notary: Judi Young
Notary Public, Fifth Judicial Circuit,
State of Hawaii.

JUDI YOUNG
Expiration Date: April 28, 2017

My commission expires: _____

EXHIBIT "A"

All of that certain parcel of land (being portion of the land(s) described in and covered by Parcel 1 of Tax Map Key 4-3-03 (4th Division), being a portion of Grant 5266 to Rufus D. Spalding) situate at Kapaa, Island and County of Kauai, State of Hawaii, and thus bounded and described as per survey dated November 12, 1997, revised September 11, 1998, to-wit:

Beginning at the "+" on a concrete driveway at the east corner of this parcel of land at the north corner of Grant 8216 to Joe Martins on the southwest side of Olohena Road, the coordinates of which referred to Government Survey Triangulation Station "NONOU" being 5,660.65 feet north and 11,159.65 feet east and running by azimuths measured clockwise from true South:

1. 35° 59' 385.90 feet along Grant 8216 to Joe Martin to a pipe;
2. 22° 52' 212.20 feet along Grant 8216 to Joe Martin; and Kapaa Agricultural Lot 1 to a pipe;
3. 100° 09' 134.70 feet along Kapaa Agricultural Lot 1 to a pipe;
4. 13° 38' 502.70 feet along Kapaa Agricultural Lot 1 to a pipe;
5. 27° 12' 171.70 feet along Kapaa Agricultural Lot 1 to a pipe;
6. 37° 25' 44.50 feet along Kapaa Agricultural Lot 1 to a "+" on the rock;
7. 96° 52' 41.00 feet along Kapaa Agricultural Lot 1 to a pipe;
8. 24° 40' 202.40 feet along Kapaa Agricultural Lot 1 to a pipe;
9. 318° 05' 87.36 feet along Kapaa Agricultural to a pipe;
10. 30° 57' 297.55 feet along Kapaa Agricultural Lot 1 to a pipe;
11. Thence along Kapaa Agricultural Lot 1 on a curve to the right with a radius of 253.97 feet, the chord azimuth and distance being: 62° 33' 30" 266.22 feet to a pipe;
12. 94° 10' 11.52 feet along Kapaa Agricultural Lot 1 to a pipe;
13. 194° 30' 134.28 feet along the Cane Haul Road Right-of-Way (Part 4) and Grant 5237 to Hee Fat to a pipe;

| | | | |
|-----|----------|---------|--|
| 14. | 91° 26' | 1538.50 | feet along Grant 5237 to Hee Fat to a pipe; |
| 15. | 34° 24' | 140.00 | feet along Grant 5237 to Hee Fat and the Cane Haul Road Right-of-Way (Part 4) to a pipe; |
| 16. | 124° 24' | 109.44 | feet along Grant 5237 to Hee Fat; |
| 17. | 179° 07' | 328.20 | feet along Lot 3, Kapaa Rice and Kula Lots to a pipe; |
| 18. | 161° 57' | 433.00 | feet along Lot 3, Kapaa Rice and Kula Lots to a pipe; |
| 19. | 174° 26' | 278.80 | feet along Lot 3, Kapaa Rice and Kula Lots to a pipe; |
| 20. | 58° 03' | 228.00 | feet along Lot 3, Kapaa Rice and Kula Lots to a pipe; |
| 21. | 83° 46' | 130.50 | feet along Lot 3, Kapaa Rice and Kula Lots; |
| 22. | 193° 34' | 142.10 | feet along Lot 3, Kapaa Rice and Kula Lots; |
| 23. | 134° 25' | 37.50 | feet along Lot 3, Kapaa Rice and Kula Lots; |
| 24. | 61° 13' | 102.60 | feet along Lot 3, Kapaa Rice and Kula Lots; |
| 25. | 15° 18' | 130.60 | feet along Lot 3, Kapaa Rice and Kula Lots; |
| 26. | 71° 49' | 37.10 | feet along Lot 3, Kapaa Rice and Kula Lots; |
| 27. | 137° 54' | 63.20 | feet along Lot 3, Kapaa Rice and Kula Lots; |
| 28. | 196° 07' | 588.10 | feet along Lot 3, Kapaa Rice and Kula Lots; |
| 29. | 287° 25' | 74.30 | feet along L.C. Aw. 3554:1 to Keo; |
| 30. | 204° 43' | 402.60 | feet along L.C. Aw. 3554:1 to Keo to a pipe; |
| 31. | 191° 23' | 213.70 | feet along Lot 3, Kapaa Rice and Kula Lots to a pipe; |
| 32. | 127° 12' | 175.90 | feet along Lot 3, Kapaa Rice and Kula Lots to a pipe; |
| 33. | 93° 47' | 270.70 | feet along Lot 3, Kapaa Rice and Kula Lots to a pipe; |
| 34. | 139° 40' | 130.10 | feet along Lot 3, Kapaa Rice and Kula Lots to a pipe; |
| 35. | 187° 18' | 168.60 | feet along Lot 3, Kapaa Rice and Kula Lots to a pipe; |

36. 145° 21' 184.30 feet along Lot 3, Kapaa Rice and Kula Lots to a pipe;
37. 71° 54' 211.50 feet along Lot 3, Kapaa Rice and Kula Lots;
38. 115° 21' 123.70 feet along Lot 3, Kapaa Rice and Kula Lots;
39. 166° 33' 92.20 feet along Lot 3, Kapaa Rice and Kula Lots;
40. 216° 24' 260.40 feet along Lot 3, Kapaa Rice and Kula Lots to a pipe;
41. 156° 33' 153.00 feet along Lot 3, Kapaa Rice and Kula Lots to a pipe;
42. 73° 13' 340.60 feet along Lot 3, Kapaa Rice and Kula Lots to a pipe;
43. 122° 08' 107.50 feet along Lot 3, Kapaa Rice and Kula Lots to a pipe;
44. 150° 30' 118.03 feet along Lot 3, Kapaa Rice and Kula Lots to a pipe;
45. 226° 13' 49.22 feet along Olohena Road to a pipe;
46. Thence along Olohena Road on a curve to the left with a radius of 1,115.00 feet, the chord azimuth and distance being: 218° 45' 289.79 feet to a P-K nail;
47. 211° 17' 145.50 feet along Olohena Road to a P-K nail;
48. Thence along Olohena Road on a curve to the right with a radius of 65.00 feet, the chord azimuth and distance being: 268° 48' 30" 109.67 feet to a pipe;
49. Thence along Olohena Road on a curve to the left with a radius of 87.10 feet, the chord azimuth and distance being: 299° 32' 78.54 feet to a pipe;
50. 272° 44' 249.69 feet along Olohena Road to a pipe;
51. 281° 55' 203.91 feet along Olohena Road to a pipe;
52. 291° 21' 251.40 feet along Olohena Road to a pipe;
53. 261° 28' 149.18 feet along Olohena Road to a pipe;
54. 286° 25' 226.46 feet along Olohena Road to a pipe;
55. 325° 04' 288.93 feet along Olohena Road to a pipe;

56. 317° 06' 310.87 feet along Olohena Road to a pipe;
57. 3° 37' 476.50 feet along Lot 2, Olohena Road widening parcel and Lot 1, Kapaa Intermediate School, and along the remainder of Grant 5266 to Rufus P. Spalding to a pipe;
58. 323° 35' 304.65 feet along Lot 1, Kapaa Intermediate School, and along the remainder of Grant 5266 to Rufus P. Spalding to a pipe;
59. 309° 45' 390.14 feet along Lot 1, Kapaa Intermediate School, and along the remainder of Grant 5266 to Rufus P. Spalding to a pipe;
60. 268° 25' 554.33 feet along Lot 1, Kapaa Intermediate School, and along the remainder of Grant 5266 to Rufus P. Spalding to a pipe;
61. 181° 14' 848.53 feet along Lot 1, Kapaa Intermediate School, and Lot 2, Olohena Road widening Parcel and along the remainder of Grant 5266 to Rufus P. Spalding to a pipe;
62. 257° 37' 127.84 feet along Olohena Road;
63. 297° 22' 265.20 feet along Olohena Road to a pipe;
64. 298° 02' 25.00 feet along Olohena Road to a pipe;
65. Thence along Olohena Road on a curve to the right with a radius of 375.00 feet, the chord azimuth and distance being: 307° 06' 30" 118.30 feet to a pipe;
66. 316° 11' 29.85 feet along Olohena Road to a pipe;
67. 28° 30' 203.12 feet along TMK: 4-3-03:13 and along the remainder of Grant 5266 to Rufus P. Spalding to a pipe;
68. 335° 00' 100.00 feet along TMK: 4-3-03:13 and along the remainder of Grant 5266 to Rufus P. Spalding to a pipe;
69. 301° 35' 130.00 feet along TMK: 4-3-03:13 and along the remainder of Grant 5266 to Rufus P. Spalding to a pipe;
70. 278° 40' 50.00 feet along TMK: 4-3-03:13 and along the remainder of Grant 5266 to Rufus P. Spalding to a pipe;
71. 246° 30' 140.00 feet along TMK: 4-3-03:13 and along the remainder of Grant 5266 to Rufus P. Spalding to a pipe;

- | | | | |
|-----|----------|--------|--|
| 72. | 316° 11' | 110.00 | feet along TMK: 4-3-03:13 and along the remainder of Grant 5266 to Rufus P. Spalding to a pipe; |
| 73. | 272° 20' | 46.00 | feet along TMK: 4-3-03:13 and along the remainder of Grant 5266 to Rufus P. Spalding to a pipe; |
| 74. | 300° 02' | 135.22 | feet along Olohena Road; |
| 75. | 307° 00' | 566.89 | feet along Olohena Road to the point of beginning and containing an area of 163.125 acres, more or less. |

Said above described parcel of land having been acquired as follows:

1. By ALLEN FAMILY, LLC, an Arizona limited liability company, as to an undivided thirty-two percent (32%) interest, by the following:

(A) WARRANTY DEED of KAPAA 160 LLC, a Hawaii limited liability company, as to an undivided twenty percent (20%) interest, dated April 13, 2001, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2001-056858; and

(B) WARRANTY DEED of KAPAA 160 LLC, a Hawaii limited liability company, as to an undivided twelve percent (12%) interest, dated May 17, 2002, recorded as Document No. 2002-098922;

2. By MOLOA'A BAY VENTURES, LLC, a Hawaii limited liability company, as to an undivided ten percent (10%) interest, by WARRANTY DEED of KAPAA 160 LLC, a Hawaii limited liability company, dated April 13, 2001, recorded as Document No. 2001-056859; and

3. By THREE STOOGES LLC, a Hawaii limited liability company, as to an undivided fifty-eight percent (58%) interest, by the following:

(A) WARRANTY DEED of KAPAA 160, LLC, a Hawaii limited liability company, as to an undivided fifty-seven percent (57%) interest, dated December 10, 2003, recorded as Document No. 2004-017361; and

(B) WARRANTY DEED of KAPAA 160, LLC, a Hawaii limited liability company, as to an undivided one percent (1%) interest, dated December 10, 2003, recorded as Document No. 2005-110182.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor of the State of Hawaii.
2. Free flowage of a stream shown on survey map prepared by Ronald J. Wagner, Licensed Professional Land Surveyor with Wagner Engineering Services, Inc., dated November 12, 1997, revised September 11, 1998.
3. Government Survey Registered Map No. 2324, Classification of Lands of Kapaa, Kauai, shows Triangulation Survey Stations "PUEO" and "POINT" being located within the land under search. Attention is invited to the provisions of Section 172-13 of the Hawaii Revised Statutes relating to the destruction, defacing or removal of survey monuments.
4. GRANT to HAWAIIAN TELEPHONE COMPANY, now known as HAWAIIAN TELCOM, INC., dated November 16, 1964, and recorded in said Bureau in Liber 4914 at Page 487, granting an easement for utility purposes.
5. GRANT to HAWAIIAN TELEPHONE COMPANY, now known as HAWAIIAN TELCOM, INCL, dated October 28, 1975, and recorded in said Bureau in Liber 11015 at Page 529, granting a perpetual right and easement for utility purposes.
6. SETBACK (20 feet wide) for future road widening purposes, as shown on survey map prepared by Ronald J. Wagner, Licensed Professional Land Surveyor with Wagner Engineering Services, Inc., dated November 12, 1997, revised September 11, 1998.
7. Easement for the Temporary Kapaa By-Pass Road Right-of-Way (7.859 acres) as shown on survey map prepared by Ronald J. Wagner, Licensed Professional Land Surveyor with Wagner Engineering Services, Inc., dated November 12, 1997, revised September 11, 1998.
8. Dirt roads, as shown on survey map prepared by Ronald J. Wagner, Licensed Professional Land Surveyor with Wagner Engineering Services, Inc., dated November 12, 1997, revised September 11, 1998.
9. DESIGNATION OF EASEMENT "E-1" (60 feet wide) for electrical transmission lines and poles, as shown on survey map prepared by Ronald J. Wagner, Licensed Professional Land Surveyor with Wagner Engineering Services, Inc., dated November 12, 1997, revised September 11, 1998.
10. DESIGNATION OF EASEMENT "E-2" (60 feet wide) for electrical transmission lines and poles, as shown on survey map prepared by Ronald J. Wagner, Licensed Professional Land Surveyor with Wagner Engineering Services, Inc., dated November 12, 1997, revised September 11, 1998.
11. DESIGNATION OF EASEMENT "E-3" (60 feet wide) for electrical transmission lines and poles, as shown on survey map prepared by Ronald J. Wagner, Licensed Professional

Land Surveyor with Wagner Engineering Services, Inc., dated November 12, 1997, revised September 11, 1998.

12. DESIGNATION OF EASEMENT "E-4" (60 feet wide) for electrical transmission lines and poles, as shown on survey map prepared by Ronald J. Wagner, Licensed Professional Land Surveyor with Wagner Engineering Services, Inc., dated November 12, 1997, revised September 11, 1998.

13. GRANT to CITIZENS UTILITIES COMPANY, now known as CITIZENS COMMUNICATIONS COMPANY, whose interest is now held by KAUAI ISLAND UTILITY COOPERATIVE, dated May 12, 1998, and recorded in said Bureau as Document No. 98-161869, granting a perpetual right and easement for utility purposes over said Easements "E-1", "E-2", "E-3" and "E-4", more particularly described therein.

14. EXCEPTING AND RESERVING UNTO THE GRANTOR, its successors and assigns, all of the rights in favor of the Grantor with respect to the "Kapaa Bypass Road" and the "Kapaa Bypass Road License" (as those terms are defined in the Purchase Agreement) affecting the portion of the Property described in Exhibit "B" attached hereto, which rights include, without limitation: (i) the right to receive an allocated portion of the license fee payable under the Kapaa Bypass Road License; (ii) easement rights for access, roadway and utility purposes, and for agricultural equipment operation, over and across such portions of the Kapaa Bypass Road affecting the Property as may be reasonably required or convenient for the Grantor's agricultural activities on the Property or other lands owned or leased by the Grantor or Amfac-Related Entities (as that term is defined in the Purchase Agreement); and (iii) all rights and interests of the "Owner" under the Kapaa Bypass Road License relating to continued use of the Kapaa Bypass Road for the Grantor's agricultural operations; such rights, and related rights and agreements, being more particularly set forth and fully described in Section 9 of the Purchase Agreement, the terms and conditions of said Section 9 being incorporated herein by this reference.

FURTHER EXCEPTING AND RESERVING UNTO THE GRANTOR, its successors and assigns, the right to designate and convey easement rights, within the area cross-hatched on Exhibit "C" attached hereto, to Citizens Utilities Company for electrical transmission and distribution line purposes, such right being more particularly set forth and fully described in Section 10 of the Purchase Agreement, the terms and conditions of said Section 10 being incorporated herein by this reference.

THE GRANTEE, for itself, any person or entity claiming by or through it and their respective successors and assigns, acknowledges that the Property is located near or adjacent to properties (the "Adjacent Properties") which are or may be used for various agricultural and related or ancillary purposes. As such, it is expected that the Property will periodically be affected by noise, dust, smoke, soot, ash, odor or other adverse conditions of any kind created by or resulting from such agricultural activities. The Grantee, for itself, any person or entity claiming by or through it and their respective successors and assigns, further acknowledges and agrees that neither the Grantor, Amfac-Related Entities, the owners of the

Adjacent Properties, nor any of their respective successors in title or assigns, shall be held liable for any nuisance, personal injury, illness or other loss, damage or claim which is caused by or related to the presence, operation and/or use of the Adjacent Properties for agricultural and related or ancillary purposes."; as set forth in DEED AND RESERVATION OF RIGHTS AND EASEMENTS dated as of April 5, 1999, recorded as Document No. 99-051737.

15. The terms and provisions contained in unrecorded COTENANCY AGREEMENT dated April 13, 2001, between ALLEN FAMILY, LLC, an Arizona limited liability company, and KAPAA 160 LLC, a Hawaii limited liability company, as mentioned in instrument dated May 17, 2003, recorded as Document No. 2002-098923.

16. The terms and provisions contained in the LAND USE AGREEMENT dated March 14, 2003, recorded as Document No. 2003-229571, by and between KAPAA 382, LLC, a Hawaii limited liability company, KAPAA 160, LLC, a Hawaii limited liability company; THE HANCOCK AND COMPANY, INC. PROFIT SHARING PLAN AND TRUST, WILLIAM R. HANCOCK, TRUSTEE, and JUNE VAN DAHM and KRIS VAN DAHM, husband and wife; ROBERT VALENTI, husband of Kristen M. Valenti; and KAREN B. COLE, formerly known as Karen Flynn.

17. NOTICE OF DEDICATION dated January 1, 2006 and January 31, 2006, recorded in said Bureau as Document No. 2006-024715, by THREE STOOGES, LLC, ALLEN FAMILY, LLC, and MOLOAA BAY VENTURES, LLC, regarding dedication of the land for agriculture purposes for a period of 10 years.

18. MEMORANDUM OF LEASE AGREEMENT; TMK 4-3-003-001, dated October 18, 2010, recorded in said Bureau as Document No. 2010-158402, memorializes the Lease Agreement dated August 9, 2010, by and between THREE STOOGES LLC, a Hawaii Liability Company, MOLOA'A BAY VENTURES, LLC, a Hawaii Limited Liability Company and ALLEN FAMILY, LLC, an Arizona Limited Liability Company as "Lessor" and KAPAA SOLAR LLC, a Hawaii Limited Liability Company, as "Lessee", as mentioned in instrument dated August 1, 2013, recorded as Document No. A-49950500.

19. GRANT to KAUAI ISLAND UTILITY COOPERATIVE dated March 4, 2011, recorded in said Bureau as Document No. 2011-045886, granting an easement for utility purposes over Easement "U-1" and an easement for access purposes over Easement "A-1", being more particularly described therein.

20. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.

21. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.

22. Unrecorded Lease effective May 20, 2011, by and between the THREE STOOGES LLC, a Hawaii Limited Liability Company, MOLOA`A BAY VENTURES, LLC, a Hawaii Limited Liability Company and ALLEN FAMILY, LLC, an Arizona Limited Liability Company, as Lessor, and KRB LLC, a Hawaii limited liability company, as Lessee, as mentioned in instrument dated August 1, 2013, recorded as Document A-49950500.