EXHIBIT A: June 22, 2018
Staff submittal to Board of Land and Natural Resources, March 28, 2014, Item C-1

State of Hawai'i
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawai'i 96813

March 28, 2014

Chairperson and Members
Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawai'i

Board Members:

SUBJECT: REVIEW OF PROJECT RECOMMENDATIONS FOR FUNDING FROM THE FISCAL YEAR 2014 LEGACY LAND CONSERVATION PROGRAM (LAND CONSERVATION FUND) AND APPROVAL OF THE FOLLOWING GRANTS:

KUAMO'O; MOHALA HOU FOUNDATION, AT $3,000,000 FOR PURCHASE OF 47 ACRES IN KONA, ISLAND OF HAWAI'I

HAKIPU'U LO'I KALO; KA HULI O HALOA, AT $350,000 FOR ACQUISITION OF 1.5 ACRES OF COASTAL LANDS IN KO'OLAUPOKO, ISLAND OF OAHU

HO'OULU OLA; KOKUA KALIHI VALLEY COMPREHENSIVE FAMILY SERVICES, AT $900,000 FOR ACQUISITION OF 11.44 ACRES IN HONOLULU, ISLAND OF OAHU

HELEMANO; DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF FORESTRY AND WILDLIFE, AT $350,000 FOR ACQUISITION OF 1,613 ACRES IN WAIALUA, ISLAND OF OAHU.

SUMMARY:

Pursuant to H.R.S., section 173A-2.5, the Legacy Land Conservation Commission (the Commission) has produced recommendations to the Board of Land and Natural Resources on project selection for Fiscal Year 2014 (FY14) funding from the Legacy Land Conservation Program (LLCP). Pursuant to H.R.S., section 173A-5, the Department has sought and received the consultation of the Senate President and Speaker of the House of Representatives. This submittal summarizes these recommendations for the Board's review and requests approval for projects to receive FY14 LLCP funding.

BACKGROUND:

Legacy Land Conservation Commission Recommendations:

In July, 2013, the LLCP announced available FY14 funding from the Land Conservation Fund (LCF) for projects proposing the purchase of lands having value as a resource to the State. Nonprofit land conservation organizations, county agencies, and State agencies applied for funding for seven separate

resource land acquisition projects for the September 16, 2013, application deadline. On December 3, 2013, at a public meeting, the Commission ranked four projects and recommended that they be funded in the order ranked, to the extent that funds are available (see Attachment I).

The Commission's recommendation results in the following awards:

1. **Kuamoʻo**; Trust for Public Land (TPL) & Mohala Hou Foundation, at $3,000,000 for purchase of 47 acres in Kona, Island of Hawaiʻi, for the protection of coastal lands and cultural and historic resources.

2. **Hakipuʻu Loʻi Kalo**; TPL & Ka Huli O Haloa, at $350,000 for the acquisition of 1.5 acres of coastal lands in Koʻolaupoko, Island of Oahu, for the protection of agricultural, cultural and historic resources.

3. **Hoʻoulu Ola**; TPL & Kokua Kalihi Valley Comprehensive Family Services, at $900,000 for the acquisition of 11.44 acres in Honolulu, Island of Oahu, for the protection of natural lands, open space, and agricultural production.

4. **Helemano**; Department of Land and Natural Resources, Division of Forestry and Wildlife, at $350,000 for the acquisition and protection 1,613 acres of forested watershed and recreational lands in Waialua, Island of Oahu.

In summary, the Commission recommended funding four projects, in the order ranked (see Attachment I), to the extent that funds are available. The Department finds that funding is available in the amount of $4,600,000, which will fully fund the first three above-listed projects, and will provide a partial award of $350,000 to the fourth project listed. Details on each project are included in the discussion, maps and photos are attached as part of Attachment I.

Legislative Consultation

Following the Commission meeting, the Department and the Commission Chair sought the consultation of Senate President Donna Mercado Kim and the Speaker of the House of Representatives Joseph Souki regarding the Commission's recommendations, pursuant to H.R.S. Chapter 173A. The Senate President and Speaker of the House of Representatives offered no objections or comments to the projects listed as recommended by the Commission in letters dated February 4, 2014, and February 6, 2014, respectively (Attachments II and III).

DISCUSSION:

The following discussion describes the details surrounding each of the Legacy Land Conservation Commission's recommended projects.

Kuamoʻo

Trust for Public Land (TPL) & Mohala Hou Foundation, applied for $3,000,000 for purchase of 47 acres in Kona, Island of Hawaiʻi, for the protection of coastal lands and cultural and historic resources. Mohala Hou Foundation will seek the matching funds to cover the remaining 26 percent of project costs from the Hawai`i County open space fund, Office of Hawaiian Affairs, private foundations and individuals. Funding from the County of Hawaii may include the incorporation of a county-held conservation easement.

The property is the site of a significant transition in Hawaiian history, the Battle of Kuamo'o, fought in December 1819 (also known as "Kaua `ai noa" or the battle of free eating) regarding the traditional kapu system. Kekuaokalani, nephew of Kamehameha I, and his wife, Chiefess Manono, are said to be buried on the property along with many of their warriors. The property includes burial mounds and sites (platforms, lava tubes), two previously documented heiau, undocumented heiau or shrines, habitation and farming areas, and well preserved portions of the Ala Kahakai National Historic Trail, which provides scenic views of the Kona coast and unique coastal features such as sea arches.

The Mohala Hou Foundation (or a successor organization) will provide pedestrian public access to the coastal trails, including the Ala Kahakai National Historic Trail. It intends to develop a management plan consistent the practice of Aloha 'Aina to conserve and respect the historical and cultural sites, provide contextual and educational opportunities regarding the historic Battle of Kuamo`o, restore the land to productivity though restoration of native plants and agriculture, and provide the public, students, and Native Hawaiians opportunities for meaningful interaction with, education about, and interpretation of these sites, and this important and pivotal period of Hawaiian history.

Mohala Hou intends to transfer the land to a new organization that is oriented towards ownership, management, and restoration of Kuamo‘o. Mohala Hou stated this intention in the project application and also in a letter dated February 11, 2014. At the time of authorship of this submittal, IRS 501(c)(3) status is pending; the Department has instructed Mohala Hou to seek Board approval of this transfer when 501(c)(3) status is confirmed.

Mohala Hou Foundation is a local nonprofit organization, tax-exempt under 501(c)(3) of the Internal Revenue Code (IRC). Mohala Hou Foundation's mission is: to promote public understanding and involvement in Hawaiian culture including music, dance, language, material crafts and history; to sponsor public performances, workshops, classes, retreats and other educational activities focused on Hawaiian culture; to provide scholarships for haumāna (students), kumu (teachers), and kūpuna (Hawaiian elders) to attend performances, workshops, classes, retreats and other educational activities in Hawaiian culture; and to directly engage in other activities related to education the public about Hawaiian music, dance, and culture.

Hakipu‘u Lo‘i Kalo

TPL & Ka Huli O Haloa, applied for $350,000 for the acquisition of 1.5 acres of coastal lands in Ko‘olaupoko, Island of Oahu, for the protection of agricultural, cultural and historic resources. The applicants intend to see matching funding for 66% of project costs mainly from the City and County of Honolulu's Clean Water Natural Lands Program, which regularly requires a conservation easement as a condition of the receipt of funds.

Acquisition will preserve rare coastal, cultural, and agricultural resources, including the coastal end of the Hakipu‘u ahupua‘a, the brackish Hakipu‘u estuary in Kane‘ohe Bay, productive agricultural lands in traditional lo‘i kalo cultivation, and native wildlife inhabiting the property. The lo‘i on the property are some of the only remaining lo‘i kalo in Hakipu‘u. Ka Huli O Haloa seeks to protect the lo‘i kalo as an important cultural resource that helps establish the familial connection in Hawaiian cultural between people and the ‘aina, and sets the foundation for the ‘aina-based Hawaiian value system.

Ka Huli O Haloa will preserve the lo‘i kalo ecosystem so that it may continue to provide the staple food of the traditional Hawaiian diet, support fertile habitat for native wildlife, and serve its many watershed functions. Ka Huli O Haloa also plans to manage the property as a peaceful refuge for

Hakipu'u residents and visitors, and to provide immense educational opportunities for school children and the public. The property will provide an outdoor learning environment for Hakipu'u Learning Center, other Hawaiian charter schools, and public and private schools without access to such resources. The property's bio-cultural resources will support Hawaiian cultural practices including kalo farming, fishing, and wa'a (canoe) making, navigation and sailing.

Ka Huli O Haloa is a local nonprofit organization, tax-exempt under 501(c)(3) of the Internal Revenue Code (IRC). Ka Huli O Haloa's mission is "to provide support and assistance to community-based educational initiatives and community charter school(s) to improve educational options and to perpetuate and preserve the arts, culture, history and traditions of Hawaii through education."

Ho'oulu Ola

TPL & Kokua Kalihi Valley Comprehensive Family Services (KKV), applied for $900,000 for the acquisition of 11.44 acres in Honolulu, Island of Oahu, for the protection of natural lands, open space, and agricultural production. KKV will seek matching funds to cover the remaining 51% of project costs from private sources and the City and County of Honolulu's Clean Water and Natural Lands Program, which regularly requires a county-held conservation easement as a condition of the receipt of funds.

The property is surrounded by Likelike Highway to the South, State forest land to the North, and City Board of Water Supply property to the East and West. The State's 100-acre Kalihi Valley Nature Preserve is across the highway, and is currently leased to KKV to be managed as Ho'oulu 'Aina, a site that facilitates connections between the land and the surrounding community . The neighboring lands owned by Board of Water Supply and the State are watershed lands within the Ko'olau Range. The property is part of a koa mesic forest that includes old growth koa, hala and 'ohia trees, but mostly with nonnative invasive plants and pines. Currently, the property is accessed by trespassing hunters and dirt bikers, and has a reputation within the community as a site for criminal activities.

KKV seeks to transform the site into a safe and healthy place for Kalihi Valley residents and the broader public, and manage in a similar way to the Ho'oulu 'Aina site. KKV would work with the hunters to control the feral pig population, and illuminate dirt bike riding in order to create safe and healthy public access, open space for public enjoyment, and public outdoor recreational and educational opportunities where none previously existed. KKV will engage the community and the public towards restoration of mauka areas to a native landscape using the seeds of the protected makua (parent) trees on the property, grow food crops and la'au lapa'au (medicinal plants), and adopt traditional Hawaiian cultural practices. Kalihi residents will have a place to find local healthy produce and to make and sell value-added products and invasive-species wood products such as albizia furniture. The Kalihi plans to provide the community and public with participation in and benefit from the building of ahu (altar), traditional Hawaiian hale (house), and Hale Ola (House of Life), which will support practices such as ho'oponopono (traditional Hawaiian method of family problem solving), and provide a positive space for family activities.

KKV is a local nonprofit organization, tax-exempt under 501(c)(3) of the Internal Revenue Code (IRC). KKV's mission is: "Together we work toward healing and reconciliation and the alleviation of suffering in Kalihi Valley by serving communities, families, and individuals through strong relations that honors culture and fosters health and harmony."

Helemano

Department of Land and Natural Resources, Division of Forestry and Wildlife (DOFAW), applied for $1,067,500 in funding (of which $350,000 is available for award) for the acquisition and protection 1,613 acres of forested watershed and recreational lands in Waialua, Island of Oahu. DOFAW is seeking matching funds for 90% or more of the project costs from the Forest Legacy Program the Army Compatible Use Buffer Program and the City and County of Honolulu Clean Water Natural Lands Program.

The Helemano parcel surrounds the Helemano Military Reservation, and is located downslope of the Poamoho Section of the Ewa Forest Reserve, near the town of Wahiawa. It contains a critical access route to DOFAW-managed lands, including the Poamoho Section of the Ewa Forest Reserve and soon to be created Poamoho Natural Area Reserve. DOFAW and the public currently have limited access to these public lands via an agreement with the current owner; however, this agreement is likely to be terminated upon sale of the property to an owner other than DOFAW. The Poamoho hiking trail and hunting area are popular recreational opportunities in Central O`ahu and on North Shore, with as many as 55 hikers and hunters in one weekend. Currently, the trail is only open on weekends and holidays, and access is limited to 20 individuals per permitted day.

Acquisition of this parcel will allow DOFAW to secure public and management access to the Forest Reserve and NAR, and will provide much-needed base yard and office space for DOFAW programs and other stakeholders, including the Oahu Watershed Partnerships. DOFAW plans to explore options for agroforestry product development and off road vehicle and mountain bike park and public hunting areas. DOFAW will also use the access to the mauka Forest Reserve and NAR to manage listed species and implement the management goals of the Watershed Initiative, Poamoho Forest Reserve and Natural Area Reserve programs.

In summary, in its recommendations below, DOFAW advises the Board to approve the four projects selected by the Commission and approved by the legislators, amounting to a total of $4,600,000 in awarded funding from the Land Conservation Fund. This amount will fund the first three listed projects at the requested amounts, and provide a partial award of $350,000 to the Helemano project.

Hawaii Revised Statutes, section 173A-4

Section 173A-4, HRS, sets forth two requirements for the Legacy Land grant process: it requires applicants to seek consultation of certain State agencies prior to submitting an application, and it sets forth in detail the framework for what type of deed restriction (including covenants, agricultural easements, conservation easements) may be required over properties being acquired with funds from the LLCP.

Agency Consultation Process

Section 173A-4, HRS, requires applicants to the LLCP to seek the consultation of this Department, Department of Agriculture, and the Agribusiness Development Corporation with regard to the maximization of public benefits of each proposed land acquisition project. Consulting agencies can also provide input regarding other aspects of the project, including the level of legal protection on the land (e.g., whether a conservation easement is appropriate and what agency or organization ought to hold the conservation easement). Using forms supplied by the Department, FY14 applicants consulted the three agencies prior to submitting applications to the LLCP, and then submitted the responses of these agencies to the LLCP along with the application form.

Conservation Easements, Agricultural Easements, Deed Restrictions, and Covenants

Section 173A-4, HRS, requires that organizations and agencies receiving funds under this chapter provide a conservation easement, agricultural easement, deed restriction, or covenant to the Department or another eligible agency. The law also provides that the Board shall be an owner of a conservation easement as a condition of the receipt of funding, and states that the Board or any agency or organization required to hold an easement may provide an exemption from that requirement.

To date, the Department has required all recipients of funds through this program to record restrictions in the deed of conveyance for the property. Similar to many federal programs, the Legacy Land restrictions for county and nonprofit grantees reference the grant agreement that is executed between the Board and the grantee, and also include the statutory restrictions on the transfer of the land provided within Chapter 173A, HRS. These statutory restrictions include payback provisions and mandatory Board approval for any subsequent transfer of the property. Per the restrictions, the owner must manage the land in a manner consistent with the protection of the resources as described in the original grant application.

While the Board currently possesses the optional authority to impose conservation easements on lands acquired by other entities, the Department advises that the deed restrictions imposed in previous years are more appropriate for the recommended Fiscal Year 2014 projects. Of the four projects being recommended, one is to be held by the State, and the remaining three will likely have conservation easements imposed by other agencies. The first three projects listed for funding in FY14 are seeking funds from organizations that will likely hold a conservation easement and the forth project listed will be owned by the State and managed by DLNR DOFAW as Forest Reserve.

Chapter 343, Hawaii Revised Statutes: Environmental Assessment

Class 1, Exemption 15, on the June 12, 2008, Division of Forestry and Wildlife Exemption List, states, "The award of grants under H.R.S., Chapter 173A, for the acquisition of interests in land, provided that the acquisition does not cause any material change of use of land or resources beyond that previously existing." DOFAW advises declaring awards exempt from the preparation of an environmental assessment pursuant to this exemption.

RECOMMENDATIONS:

That the Board:

1) Approve the acquisition of the following parcels and authorize the Chairperson to execute a letter of offer to the landowner and encumber funds, under the FY14 LLCP ceiling, from the LCF for the following Department project:

a) **Helemano**; Department of Land and Natural Resources, Division of Forestry and Wildlife, at $350,000 for the acquisition and protection 1,613 acres of forested watershed and recreational lands in Waialua, Island of Oahu.

Using a total of **$350,000** from the LCF, subject to compliance with H.R.S., Chapter 173A, and the normal process and procedures for the acquisition of lands by the State.

2) Authorize the Chairperson to enter into agreements and encumber FY14 funds with the listed grant

recipients for the following grants to State agencies, nonprofit land conservation organizations, and counties:

a) **Kuamo'o**; Trust for Public Land (TPL) & Mohala Hou Foundation, at $3,000,000 for purchase of 47 acres in Kona, Island of Hawai'i, for the protection of coastal lands and cultural and historic resources.

b) **Hakipu'u Lo'i Kalo**; TPL & Ka Huli O Haloa, at $350,000 for the acquisition of 1.5 acres of coastal lands in Ko'olaupoko, Island of Oahu, for the protection of agricultural, cultural and historic resources.

c) **Ho'oulu Ola**; TPL & Kokua Kalihi Valley Comprehensive Family Services, at $900,000 for the acquisition of 11.44 acres in Honolulu, Island of Oahu, for the protection of natural lands, open space, and agricultural production.

using a total of **$4,250,000** from the LCF, subject to:

a. compliance with H.R.S., Chapter 173A;
b. compliance with H.R.S., Chapter 343;
c. execution of a Grant Agreement with the BLNR;
d. certification of an appraisal for each project by the Department;
e. insertion of Legacy Land Conservation Program restrictions into the deed as a condition of contractual agreements with the grant recipients;
f. approval of the Grant Agreement and of the Deed by the Attorney General's office;
g. the availability of funds;
h. the approval of the Governor; and
i. such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

3) Require the imposition of Legacy Land Conservation Program restrictions into the deeds as a condition of contractual agreements with the grant recipients and exempt projects from any additional conservation easements that may be required under Section 173A-4, HRS.

4) Declare these awards of funds exempt in accordance with Class 1, Exemption 15, on the June 12, 2008, Division of Forestry and Wildlife Exemption List.

5) Authorize the Department to proceed with all due diligence and negotiations that may be necessary to carry out the grants and acquisitions mentioned above.

Respectfully submitted,

Randy Kennedy

On LISA HADWAY, Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:

WILLIAM J. AILA, JR., Chairperson
Board of Land and Natural Resources

ATTACHMENTS:

Attachment I:	Table of recommended awards for the Fiscal Year 2014 Legacy Land Conservation Program with project maps and photos attached
Attachment II:	February 4, 2014, letter from the Senate President
Attachment III:	February 6, 2014, letter from the Speaker of the House of Representatives

Attachment I

Fiscal Year 2014 Legacy Land Conservation Commission Project Rankings (12/3/13)

LLCC Rank	Project title	Agency/ org:	Location	Fee /CE	Size (acres)	Match ($)	LL Request ($)	Total Project Costs ($)
1	Kuamo'o	TPL & Mohala Hou Foundation	Kona, Island of Hawai'i	fee	47	1,045,000	3,000,000	4,450,000
2 and 3 (tied)	Hakipu'u Lo'i Kalo	TPL & Ka Huli O Haloa	Ko'olaupoko, Oahu	fee	1.5	687,000	350,000	1,037,000
2 and 3 (tied)	Ho'oulu Ola	TPL & Kokua Kalihi Valley Comp. Family Services	Honolulu, Oahu	fee	11.44	939,000	900,000	1,839,000
4	Helemano	DLNR DOFAW	Helemano, Oahu	fee	1,613	9,000,000	1,067,500	10,067,500
5	Aina Haina Nature Preserve	TPL & City and County of Honolulu	Honolulu, Oahu	fee	9.532	3,036,000	1,000,000	4,036,000
6 and 7 (tied)	Pupukea Mauka	DLNR DOFAW	Pupukea Mauka, Oahu	fee	3,716	3,712,500	1,000,000	4,712,500
6 and 7 (tied)	Manu Nui Lava Tube	Cave Conservancy of Hawai'i	North Kona, Island of Hawai'i	fee	22	87,500	262,500	350,000

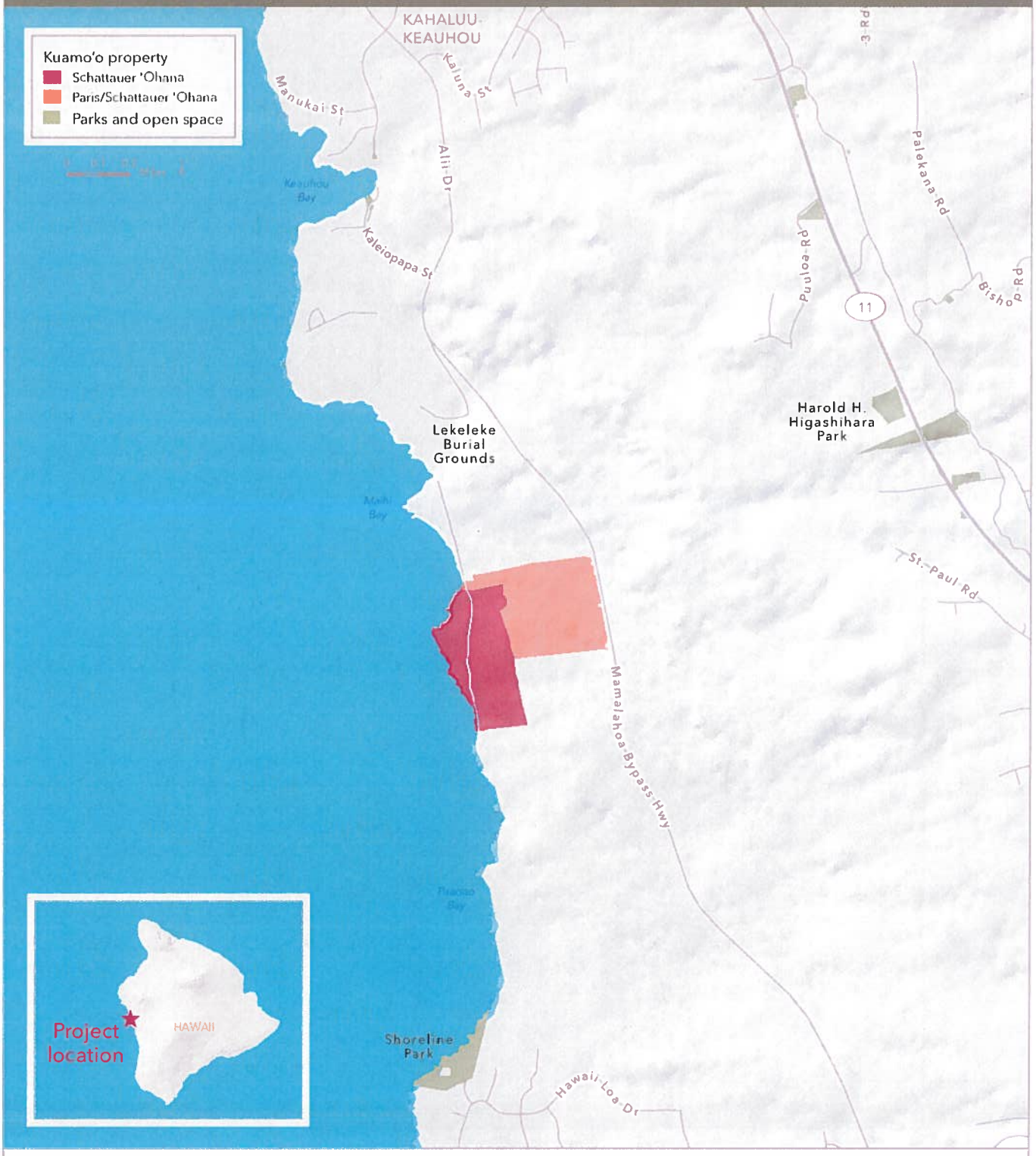
At its meeting on December 3, 2013, the Legacy Land Conservation Commission recommending that the Board of Land and Natural Resources fund the projects listed above in the order ranked, to the extent that funds are available, through the Fiscal Year 2014 Legacy Land Conservation Program.

Currently, the estimated funding available is $4,600,000. With this estimate, funding the projects as listed would result in awards of the requested amounts for the first three projects listed, and a partial award of $350,000 to the fourth project listed.

FY14 Legacy Land - Kuamo'o

HAWAI'I

KUAMO'O, ISLAND OF HAWAI'I



THE TRUST *for* PUBLIC LAND

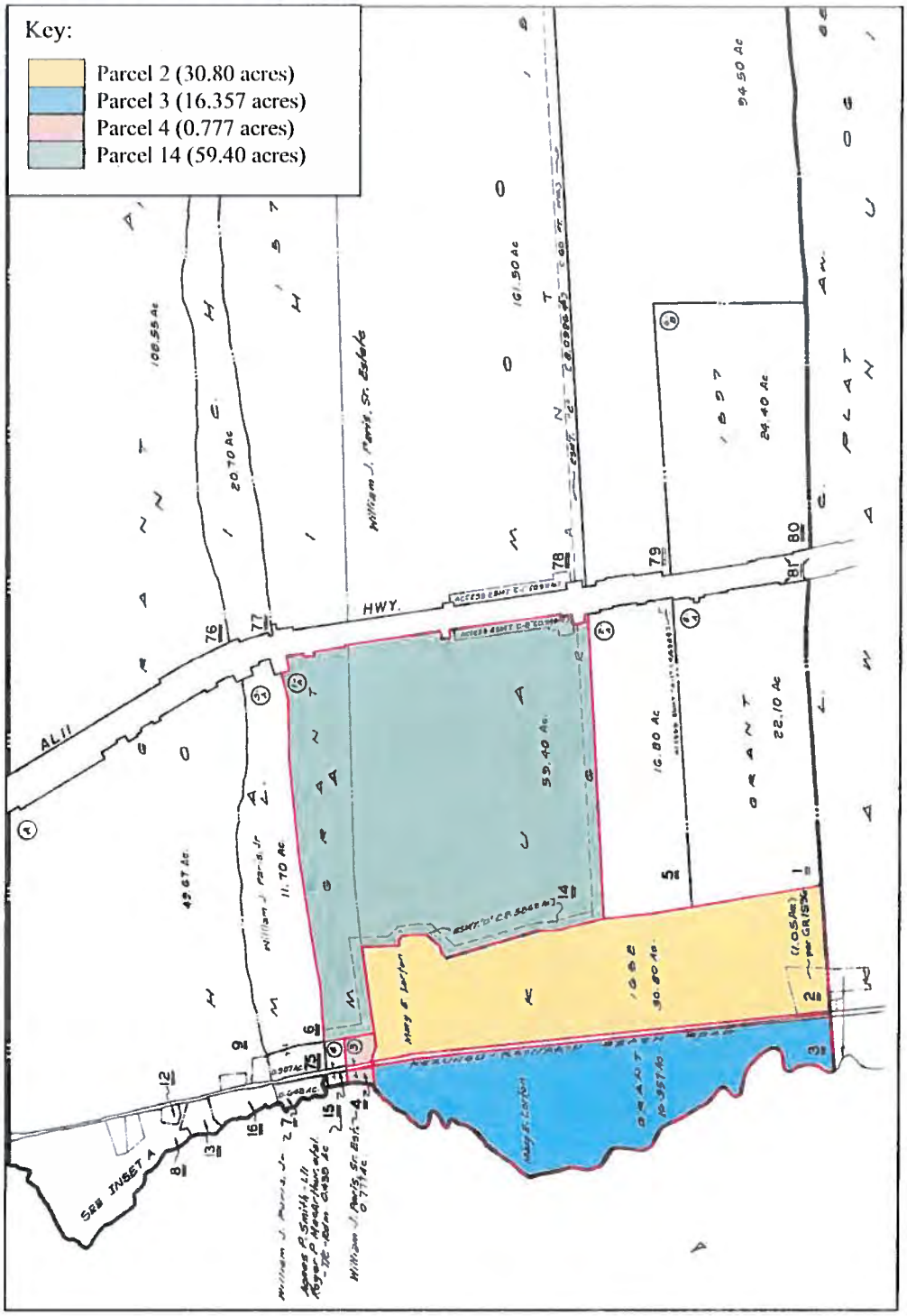
CONSERVING LAND FOR PEOPLE

September 10, 2013

Kuamo'o Lands

Exhibit II-B

PORTION OF TAX MAP PLAT (3) 7-9-05



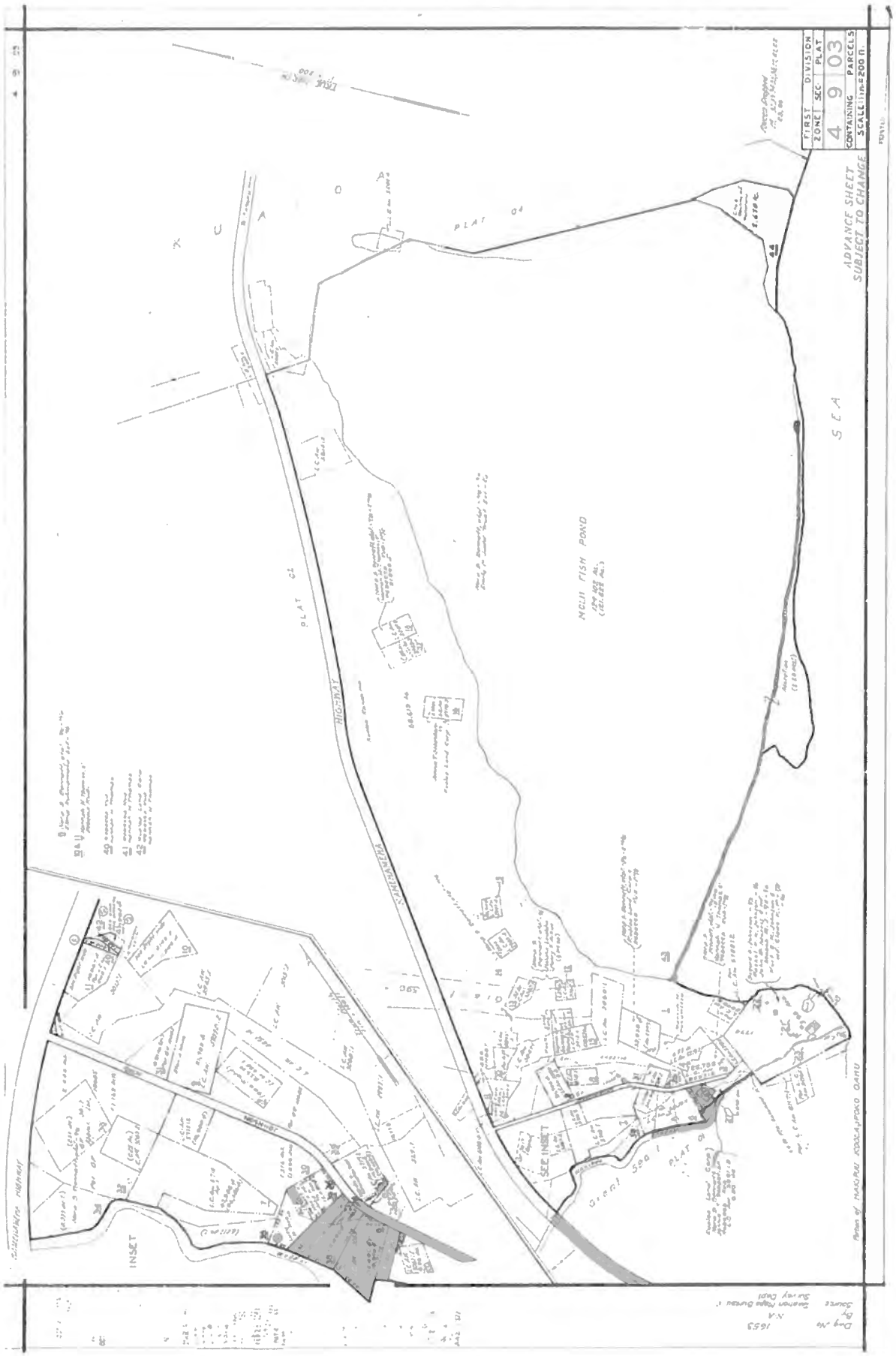
Source: John Child & Company.

Sea Arch near southern border of Parcel 3

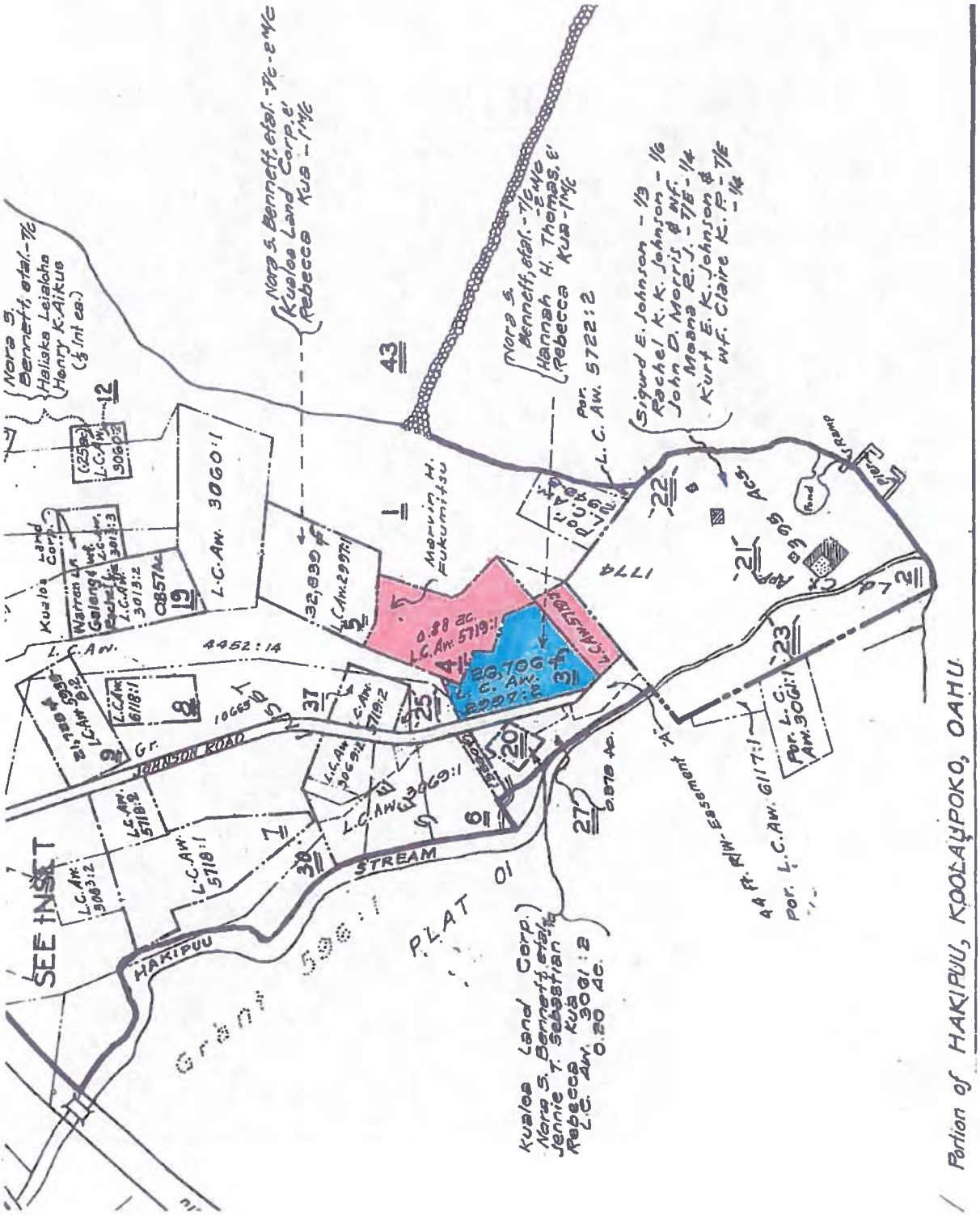
Bay or inlet near southern boundary of Parcel 3

Konane Board (Hawaiian checkers)

FY14 Legacy Land - Hakipu'u Lo'i Kalo



FY14 Legacy Land - Hakipu'u Lo'i Kalo



Photographs of the Hakipu'u Lo'i Kalo Property

Rain water on a kalo leaf

One of the property's lo'i kalo

FY14 Legacy Land - Hakipu'u Lo'i Kalo

Condemned house and large 'ulu tree on the property

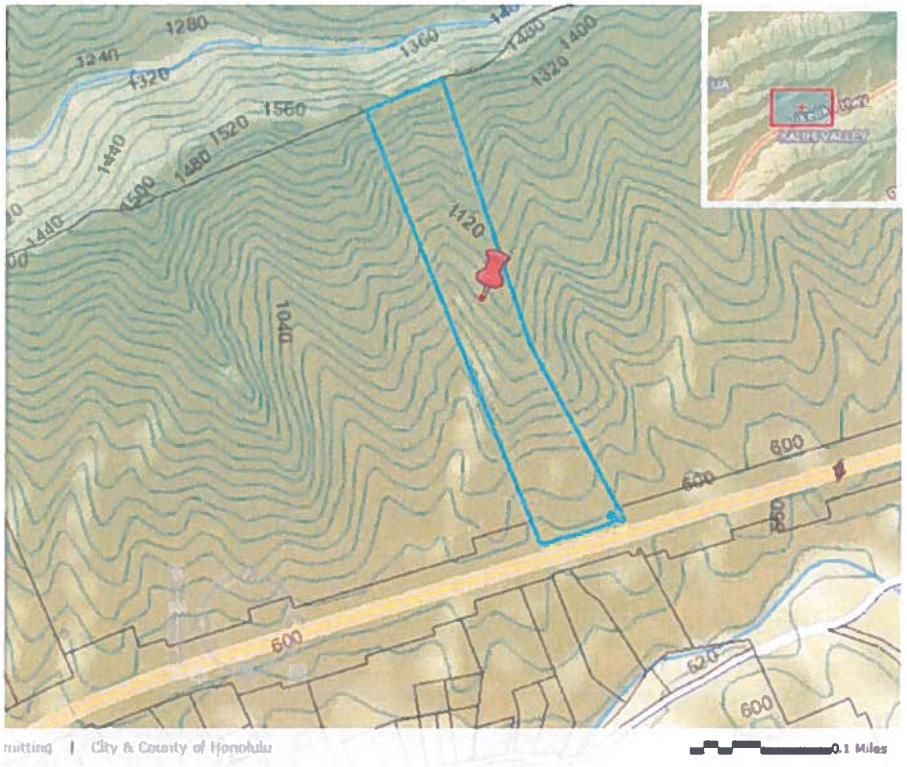
FY14 Legacy Land - Hakipu'u Lo'i Kalo

Aerial image with estimated property boundary lines and labels

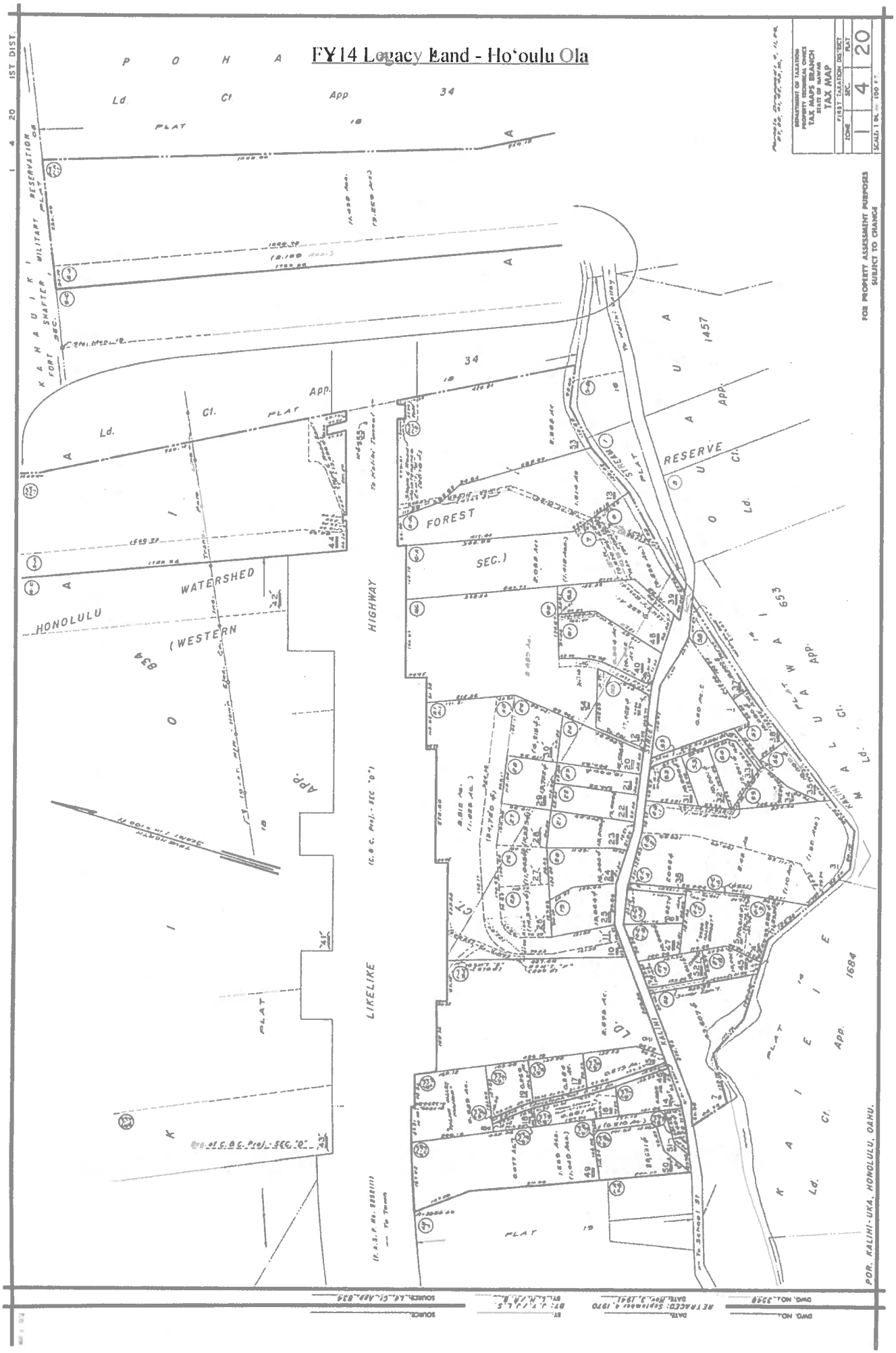
FY14 Legacy Land - Ho'oulu Ola

Kalihi Valley ('Ili of Pohakaa and Kioi) General Location & Parcel Map

Ho'oulu Ola General Location, Topography & Plat Maps



FY14 Legacy Land - Ho'oulu Ola



FY14 Legacy Land - Ho'oulu Ola

Old growth hala tree amidst nonnative species

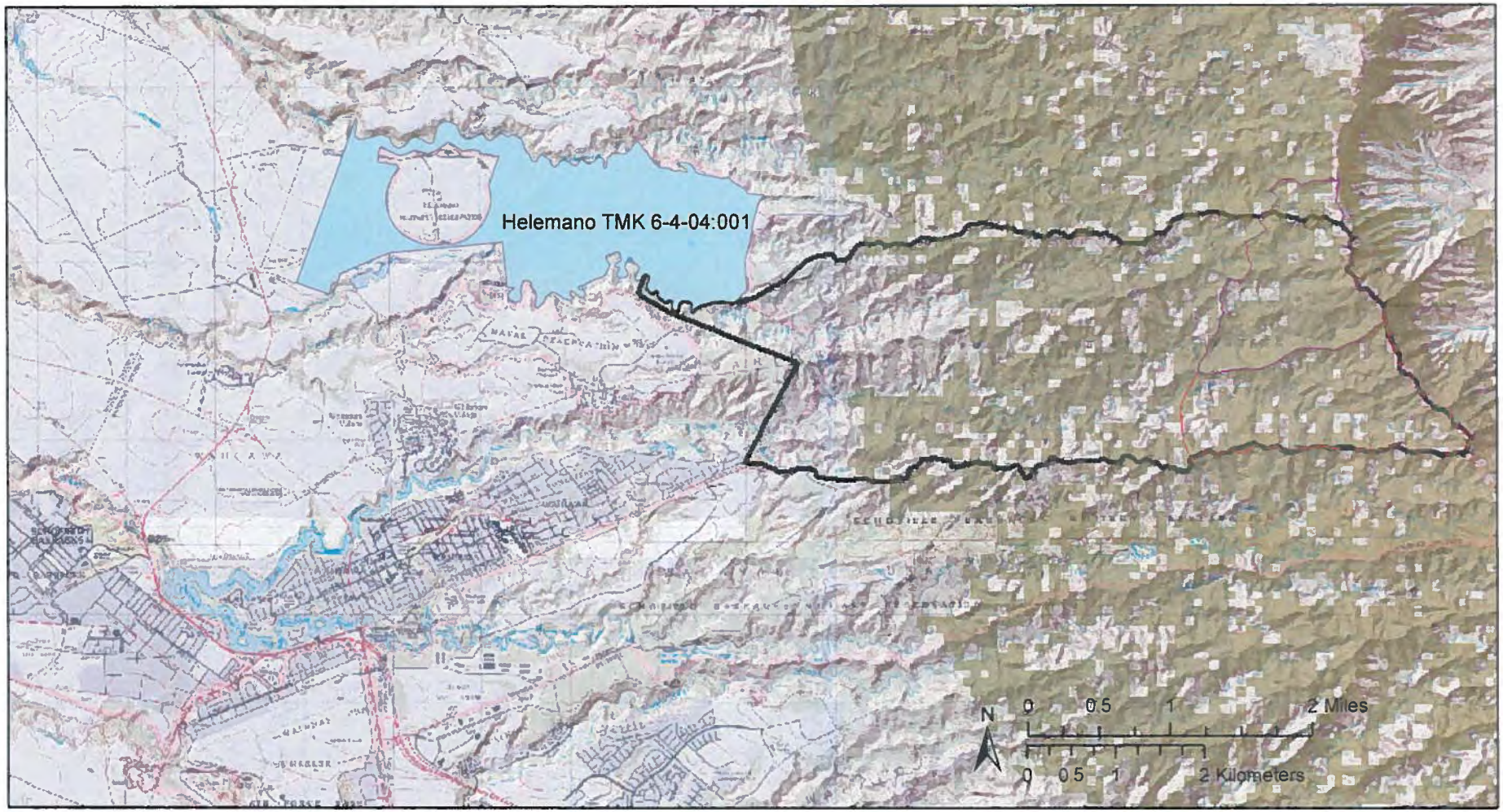
Old growth koa tree on overpass overlooking Likelike Hwy.

FY14 Legacy Land - Ho'oulu Ola

Large level grounds currently used by dirt bike racers that Ho'oulu 'Āina staff plan to plant

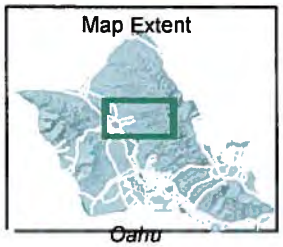
FY14 Legacy Land - Helemano

Helemano
Legacy Land Conservation Program FY14



HAWAII STATEWIDE GIS PROGRAM

Map Created 7-15-13
DOFAW 286-6378



Legend

Helemano Parcel TMK 6-4-04:001

Poamoho Section of Ewa Forest Reserve

Proposed Poamoho NAR

Northern Poamoho

Southern Poamoho

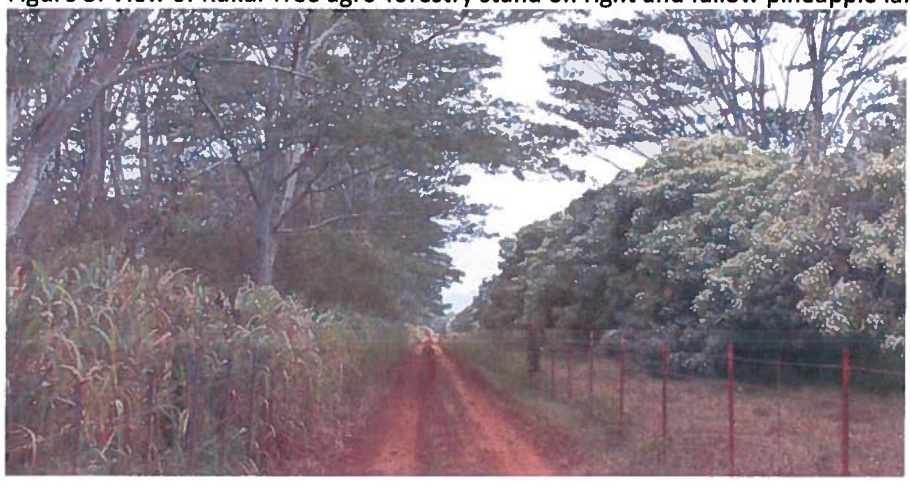
FY14 Legacy Land - Helemano

Photos of the Helemano Property

Figure 1. View of the Poamoho Hele Loa Access Road

Figure 2 View of gulch habitat and terrain looking toward the North Shore, Oahu

Figure 3. View of Kukui Tree agro-forestry stand on right and fallow pineapple land on left



DONNA MERCADO KIM
PRESIDENT

RONALD D. KOUCHI
VICE PRESIDENT

SAM SLOM
MINORITY LEADER

FIRST DISTRICT
GILBERT KAHELE

SECOND DISTRICT
RUSSELL E. RUDERMAN

THIRD DISTRICT
JOSH GREEN

FOURTH DISTRICT
MALAMA SOLOMON

FIFTH DISTRICT
GILBERT S.C. KEITH-AGARAN

SIXTH DISTRICT
ROSALYN H. BAKER

SEVENTH DISTRICT
J. KALANI ENGLISH

EIGHTH DISTRICT
RONALD D. KOUCHI

NINTH DISTRICT
SAM SLOM

TENTH DISTRICT
LES IHARA, JR.

ELEVENTH DISTRICT
BRIAN T. TANIGUCHI

TWELFTH DISTRICT
BRICKWOOD GALUTERIA

THIRTEENTH DISTRICT
SUZANNE CHUN OAKLAND

FOURTEENTH DISTRICT
DONNA MERCADO KIM

FIFTEENTH DISTRICT
GLENN WAKAI

SIXTEENTH DISTRICT
DAVID Y. IGE

SEVENTEENTH DISTRICT
CLARENCE K. NISHIHARA

EIGHTEENTH DISTRICT
MICHELLE N. KIDANI

NINETEENTH DISTRICT
WILL ESPERO

TWENTIETH DISTRICT
MIKE GABBARD

TWENTY-FIRST DISTRICT
MAILE S.L. SHIMABUKURO

TWENTY-SECOND DISTRICT
DONOVAN M. DELA CRUZ

TWENTY-THIRD DISTRICT
CLAYTON HEE

TWENTY-FOURTH DISTRICT
JILL N. TOKUDA

TWENTY-FIFTH DISTRICT
LAURA H. THIELEN

CHIEF CLERK
CAROL TANIGUCHI

The Senate

STATE CAPITOL
HONOLULU, HAWAII 96813

February 4, 2014

William J. Aila, Jr., Chairperson
Board of Land and Natural Resources
State of Hawaii
P.O. Box 621
Honolulu, Hawaii 96809

Dear Mr. Aila:

I am in receipt of your letter dated January 10, 2014 in which you submit for my review and consultation the recommendation of the Legacy Land Conservation Commission's funding of four projects for the Fiscal Year 2014 Legacy Land Conservation Program.

This letter is to acknowledge that you are seeking comment to fulfill your statutory requirement pursuant to Hawaii Revised Statutes, Chapter 173A, that requires the Department to request consultation on the list of recommended projects with the Senate President, prior to submitting them to the Board of Land and Natural Resources for approval.

After reviewing we currently have no concerns or objections to the four projects as proposed in your attachments.

Thank you for the opportunity to provide comments on this matter.

Sincerely,

Donna Mercado Kim
Senate President
Senator, 14th district

JOSEPH M. SOUKI
SPEAKER

HOUSE OF REPRESENTATIVES

STATE OF HAWAII
STATE CAPITOL
HONOLULU, HAWAII 96813

February 6, 2014

Mr. William J. Aila, Jr., Chairperson
Department of Land and Natural Resources
P.O. Box 621
Honolulu, Hawaii 96809

Dear Chair Aila:

Thank you for your letter requesting consultation on the recommendations of the Legacy Land Conservation Commission regarding funding of projects for the Fiscal Year 2014 Legacy Land Conservation Program.

Upon reviewing I currently have no concerns or objections to the seven projects as proposed in your attachments.

Sincerely,

Joseph M. Souki
Speaker of the House

MINUTES FOR THE MEETING OF THE BOARD OF LAND OF NATURAL RESOURCES

DATE: FRIDAY, MARCH 28, 2014
TIME: 9:00 A.M.
PLACE: KALANIMOKU BUILDING
LAND BOARD CONFERENCE ROOM 132
1151 PUNCHBOWL STREET
HONOLULU, HAWAII 96813

Chairperson William Aila called the meeting of the Board of Land and Natural Resources to order at 9:04 a.m. The following were in attendance:

MEMBERS

William J. Aila, Jr.
Dr. Sam Gon
Reed Kishinami
Robert Pacheco
David Goode
James Gomes

STAFF

Julie China/ Deputy AG
Russell Tsuji/ LAND
Molly Schmidt/ DOFAW
Kevin Moore/ LAND
Sam Lemmo/ OCCL
Sheri Mann/ DOFAW
Dan Quinn/ PARKS
Carty Chang/ ENG

OTHER

Patti Miyashiro / DOT-Harbors
Harold Brohstein/ K-1
Terry Lilley/ K-1
Andrew Nelson/ K-4
Mike Hannemann/ K-3
Chuck Baker/ D-15
Kamana Beamer/ C-1
Morgan Bucanian/ C-1
Consultant for B T Kawahara LLC./ D-8
Wayne Hedani/ K-5
Randy Grune/ DOT-Harbors
Dan Purcel/ K-1
Bill Whynhoff/Supervising AG
Ross Tsukenjo / E-3
Isaac Hall/ D-11
Lea Hong/ C-1
Laura Kaʻakua/ C-1
Reggie David/ C-3
Mayor Billy Kenoi/ E-4

Item A-1 Approval of February 14, 2014 Minutes

Minutes deferred.

Item A-2 Approval of February 28, 2014 Minutes

Minutes deferred.

experience worldwide, however this is the only opportunity to be able to own a storage tank facility.

Member Gomes asked if there were containments. Baker said they will increase the height of the containment walls up by 15 inches. The containments will have solid linings..

Unanimously approved as submitted (Pacheco, Gomes)

Item C-1 **Review and Approval of Project Recommendations for Funding from the Fiscal Year 2014 Legacy Land Conservation Program (Land Conservation Fund) and Approval of the Following Grants:**

Kuamoʻo; Mōhala Hou Foundation, at $3,000,000 for Purchase of 47 Acres in Kona, Island of Hawaiʻi

Hakipuʻu Loʻi Kalo; Ka Huli O Hāloa, at $350,000 for Acquisition of 1.5 Acres of Coastal Lands in Koʻolaupoko, Island of Oʻahu

Hoʻoulu Ola; Kōkua Kalihi Valley Comprehensive Family Services, at $900,000 for Acquisition of 11.44 Acres in Honolulu, Island of Oʻahu

Helemano; Department of Land and Natural Resources, Division of Forestry and Wildlife, at $350,000 for Acquisition of 1,613 Acres in Waiālua, Island of Oʻahu.

Written testimony was submitted by; Kamana Beamer, Richard Creagan, Neil J. Kahoʻokele Hannahs and Lea Hong.

Sheri Mann representing the Division of Forestry and Wildlife (DOFAW) briefly presented item C-1, then Molly Schmidt also with DOFAW summarized the approval process and noted that they are recommending conservation easements not be imposed with these projects and just continue with the deed restrictions that have been imposed since 2006/2007.

Chair Aila recognized Kamana Beamer as a member of the Water Commission, as well a professor at University of Hawaii.

Lea Hong the State Director for The Trust for Public Lands presented a summary of the project.

Beamer testified that he was in support the recommendations and explained that they are seeking to acquire the lands that were the battle site of Kuamo'o-one of the most pivotal changes in Hawaiian history. Beamer explained how they want to preserve that site and preserve cultural integrity.

Hong played a video of Beamer's grandmother explaining the history of the place and the main focus was the belief that the world should live in love and keep your love of the Battle in 1819.

Member Gon noted that the majority of the acquisitions have been for agricultural purposes, however this one has huge cultural significance and he glad to see this group taking advantage of that aspect of the Legacy previsions.

Laura Ka'akua provided a summary of both Hakipu'u Lo'i Kalo and Ho'oulu Ola. Beginning with Ho'oulu Ola, Ka'akua explained that they are assisting the 40 year old nonprofit health center, Kokua Kalihi Valley and comprehensive and family Services who are partners with the state, whose goal is to build and strengthen that community. Some of the elders have wanted to see their vision of a Rainbow Park come to fruition. The Rainbow Park was meant to connect the East side of Kalihi Valley with the West Side. Kokua Kalihi Valley wants to take back the land for the benefit of the community, to remove the threat of drug use and to continue the good work that they have been doing. The mission is to bring health and propagate connections between land and people.

Member Gon commented that this is amazing and makes him proud to see this happening. There was discussion about the overpass connecting the two ends; this overpass is part of the property.

Ka'akua then summarized that the Hakipu'u Lo'i Kalo was much smaller; 1.5 acres . They would like to partner with area schools to steward the property. The goal is to keep the Lo'i Kalo in active cultivation and have it be a community resource and a way to teach and carry on those practices. They are partnering with Hakipu'u learning center.

Sheri Mann with DOFAW explained that Helemano is a much larger project; 1,613 acres. This is a larger acquisition that they are seeking funds for and there are a lot of resources that would be involved. There is an important recreational component, not a lot of lands have recreational access to native forest in the heart of O'ahu. There's lots of potential for restoration of important natural resources and it's a very important diversity habitat as well.

Schmidt added that this would also provide an important public access to Poamoho.

Morgan Buchanan on behalf of the Legacy Lands Commission Molokai said that she would give the Board Member Gon's message; that the Land Board really likes the projects, and like what they see.

Unanimously approved as submitted (Gon, Pacheco)

Item C-3 **Request for Delegation of Authority to the Chairperson to Negotiate, Approve, Execute, Amend, and Extend Memoranda of Understanding (MOU) with the Kaua'i Island Utility Cooperative (KIUC) for the Division of Forestry and Wildlife to Implement Conservation Actions, Including but Not Limited to Seabird Monitoring, Predator Control, Auditory Surveys, and Underline Monitoring on the Island of Kaua'i**
And

There being no further business, Chairman William Aila adjourned the meeting at 11:57 am. Recording(s) of the meeting and all written testimonies submitted at the meeting are filed in the Chairperson's Office and are available for review. Certain items on the agenda were taken out of sequence to accommodate applicants or interested parties present.

Respectfully submitted,

Ku'ulei Moses
Land Board Secretary

Approved for submittal:

William J. Aila, Jr.
Chairperson
Department of Land and Natural Resources

EXHIBIT C: June 22, 2018
Legacy Land Conservation Program Grant Agreement, Contract Number 63824, as amended
(Amendments 1 and 2 at end of document)

CONTRACT NO. 63824

STATE OF HAWAII
LEGACY LAND CONSERVATION PROGRAM
GRANT AGREEMENT

This Agreement, entered into on March 20, 20 15, by and between the BOARD OF LAND AND NATURAL RESOURCES, STATE OF HAWAII ("STATE"), by its Chairperson, whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813, and Ka Huli O Hāloa ("AWARDEE"), a nonprofit corporation under the laws of the State of Hawaii, whose business address and federal and state taxpayer identification numbers are as follows: P.O. Box 1159, Kaneohe, HI 96744 75-3115246 16965987.

EXHIBITS

Exhibit A Project Application

Exhibit B Checklist for Legacy Land Conservation Program Projects

Exhibits A and B are hereby made a part of this Agreement.

RECITALS

WHEREAS, Chapter 173A, Hawaii Revised Statutes ("HRS"), establishes standards for disbursing public funds to state agencies, counties, and nonprofit land conservation organizations to fulfill public purposes;

WHEREAS, the AWARDEE has requested funding from the STATE for the project described in Exhibit A and Attachment 1 of this Agreement;

WHEREAS, the STATE finds that the AWARDEE's performance as described in Attachment 1 of this Agreement will fulfill the public purpose set forth therein;

WHEREAS, the STATE desires to contract with the AWARDEE to fulfill the specified public purpose, and the AWARDEE are agreeable to performing under this Agreement;

WHEREAS, money is available to fund this Agreement pursuant to: Chapter 173A, HRS, LNR 101 (S-14-317-514) in the following maximum amount: Three Hundred and Fifty Thousand and No/100 Dollars ($350,000);

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the STATE and the AWARDEE agree as follows:

A. SCOPE OF PERFORMANCE

The AWARDEE shall perform, in a proper and satisfactory manner as determined by the STATE, the project described in the "Scope of Performance" set forth in Attachment 1, which is hereby made a part of this Agreement.

B. TIME OF PERFORMANCE

The performance required of the AWARDEE under this Agreement shall be completed in accordance with the "Time Schedule" set forth in Attachment 2, which is hereby made a part of this Agreement.

C. COMPENSATION

Subject to the availability of funds, the AWARDEE shall be compensated for performance of the project under this Agreement according to the "Compensation and Payment Schedule," set forth in Attachment 3, which is hereby made a part of this Agreement.

D. STANDARDS OF CONDUCT DECLARATION

The "Standards of Conduct Declaration" by AWARDEE, set forth in Attachment 4, is hereby made a part of this Agreement.

E. OTHER TERMS AND CONDITIONS

The "General Conditions for Legacy Land Conservation Program Grant Agreements," set forth in Attachment 5, is hereby made a part of this Agreement.

IN WITNESS WHEREOF, the STATE and the AWARDEE have executed this Agreement effective as of the date first above written.

STATE

Chairperson
Board of Land and Natural Resources

AWARDEE

By Teresa Brakeneke-Drechsel
Its Board Chair / Director *
(Title)

APPROVED AS TO FORM:

Deputy Attorney General

*Evidence of authority of the AWARDEE's representative to sign this Agreement for the AWARDEE must be attached.

DEE'S ACKNOWLEDGMENT

ORIGINAL

STAT)
) SS.
Cit nolulu)

On this 1st day of October, 20 14, before me personally appeared Teresa Makuakane-Drechsel, to me personally known, who being by me duly sworn, did say that he/she is the Board Chair / Director of Ka Huli O Hāloa, the AWARDEE named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the AWARDEE, and acknowledges that he/she executes said instrument as the free act and deed of the AWARDEE.

Michele K. Noguchi
Notary Public, State of Hawaii

My commission expires: 4/27/2017

Notary Seal Affixed:

MICHELE K. NOGUCHI NOTARY 89-241 PUBLIC STATE OF HAWAII

Doc. Date: Undated # Pages: 95
Name: MICHELE K. NOGUCHI First Circuit
Doc. Description: State of Hawaii Legacy Land Conservation Program Grant Agreement
Michele K. Noguchi 10/1/14
Signature Date
NOTARY CERTIFICATION

MICHELE K. NOGUCHI NOTARY 89-241 PUBLIC STATE OF HAWAII

Attachment 1

SCOPE OF PERFORMANCE

Project Description

The AWARDEE shall use funds from the Legacy Land Conservation Program ("LLCP") for land acquisition of: a 1.5 acres, more or less, in Ko'olaupoko, Island of Oahu, , including the transfer of a conservation easement to the City and County of Honolulu ("Property") for the protection of resource values stated in Sections "C," "D," and "G" of the Project Application attached hereto as Exhibit A. Property acquired with LLCP funding from the Land Conservation Fund shall be held and managed in a manner designed to protect the Property's resource values.

Performance

The AWARDEE is required to do the following:

1. Submit a request for payment containing all documentation required in Attachment 3 ("Compensation and Payment Schedule") to the satisfaction of the STATE.

2. Complete acquisition of the Property and record a document of conveyance of the Property to Ka Huli O Hāloa.

3. The document of conveyance to Ka Huli O Hāloa shall include the following paragraphs:

> "The property has been acquired with funds from a grant by the State of Hawaii, Department of Land and Natural Resources, Legacy Land Conservation Program ("LLCP") through grant agreement number _____, dated March 20, 2015, and is subject to all of the terms and conditions of the grant agreement. Title of the property conveyed by this deed shall vest in Ka Huli O Hāloa, subject to disposition instructions from the State of Hawaii, Department of Land and Natural Resources ("DLNR"), or its successor agencies. The property shall be managed consistently with the purposes for which it was awarded a LLCP grant and Chapter 173A, Hawaii Revised Statutes.
>
> Ka Huli O Hāloa, for itself, its successors and assigns, and in consideration of the LLCP grant, does hereby covenant that it shall not dispose of, encumber its title or other interests in, or convert the use of this property without the written approval of the DLNR or its successor agencies. Upon notice from Ka Huli O Hāloa, that it intends to dispose of, encumber the title or other interests in, or convert the use of the property, the DLNR may:
>
> 1. Require Ka Huli O Hāloa, to place on the property, a deed restriction or covenant to protect the resource values for which Ka Huli O Hāloa was awarded a LLCP grant, to an appropriate land conservation organization

or county, state, or federal resource conservation agency. The deed restriction or covenant shall run with the land and be recorded with the appropriate state agency.

2. Require to be placed on the property, a conservation easement or agricultural easement under Chapter 198, Hawaii Revised Statutes, to an appropriate land conservation organization or county, state, or federal resource conservation agency, that shall run with the land and be recorded with the appropriate state agency.

3. Require subsequent landowners to enter into a contract with the DLNR for the protection of the resource values consistent with the purposes for which the LLCP grant was awarded.

Ka Huli O Hāloa further covenants that if the property is sold, leased, rented, or otherwise disposed of by the Ka Huli O Hāloa, that portion of the net proceeds (sale price less actual expenses of sale) of such sale, rental, or proceeds equal to the proportion that the state grant bears to the original cost of the property shall be paid to the State of Hawaii."

4. Cooperate with the STATE in all efforts to document the condition and status of the resource values for which the grant funds were provided.

5. Any substantive changes to the Project Application must be agreed to by the AWARDEE and the Chairperson of the Board of Land and Natural Resources in writing.

6. The AWARDEE shall maintain the same proportion of matching funds to awarded funds as set forth in Section F. of the Project Application, attached hereto as Exhibit A.

7. The document of conveyance to the City and County of Honolulu shall include the following paragraphs:

"The fee interest that this conservation easement encumbers has been acquired with funds from a grant by the State of Hawaii, Department of Land and Natural Resources, Legacy Land Conservation Program ("LLCP") through grant agreement number _____, dated March 20, 2015, and is subject to all of the terms and conditions of the grant agreement.

The holder of the conservation easement shall also be subject to the terms and conditions of the grant agreement to the extent applicable under the holder's rights and responsibilities under the conservation easement.

The Grantor covenants that the property shall be managed consistently with the purposes for which it was awarded a LLCP grant and Chapter 173A, Hawaii Revised Statutes.

The City and County of Honolulu, for itself, its successors and assigns, and in consideration of the LLCP grant, does hereby covenant that it shall not dispose of, encumber its title or other interests in, or convert the use of this conservation easement without the written approval of the DLNR or its successor agencies.

The City and County of Honolulu further covenants that if the conservation easement is sold, leased, rented, or otherwise disposed of by the City and County of Honolulu, 34% of the net proceeds (sale price less actual expenses of sale) of such sale, rental, or proceeds, i.e., the proportion that the state grant bears to the original cost of the unrestricted fee interest, shall be paid to the State of Hawaii.

Attachment 2

TIME SCHEDULE

This Agreement shall be in effect beginning March 20, 2015. AWARDEE shall complete acquisition of the Property and record the conveyance no later than March 20, 2017. If any of the performances required in the Scope of Performance are not completed within the time stated, AWARDEE may be required to return all funds previously received by it pursuant to this Agreement. The Chairperson of the Board of Land and Natural Resources may extend the time for performance of any requirement. Requests for extension must be submitted by AWARDEE in writing 90 days prior to March 20, 2017 or they will not be considered.

Attachment 3

COMPENSATION AND PAYMENT SCHEDULE

In full consideration of the services to be performed under this Agreement, from Chapter 173A, Hawaii Revised Statutes, and LNR 101 (S-14-317-514), the STATE and the AWARDEE agree to the following:

a) AWARDEE's requests for payment, in the form of either a single invoice or multiple invoices, shall be delivered personally or sent by United States first class mail, postage prepaid to:

Legacy Land Conservation Program
Division of Forestry and Wildlife
Department of Land and Natural Resources
1151 Punchbowl Street, Room 325
Honolulu, Hawaii 96813

The STATE may withhold any portion of the payment until all commitments are verified as complete to the satisfaction of the STATE.

Reimbursement will be the method for all costs except for grant funds used to purchase land. All requests for payment must be received by the LLCP by March 6, 2017. A single payment or multiple payments, not exceeding the total amount of Three Hundred and Fifty Thousand and No/100 Dollars ($350,000), shall be made upon:

i. AWARDEE's completion of the Checklist for Legacy Land Conservation Program Projects attached hereto as Exhibit B to the satisfaction of the STATE;
ii. AWARDEE's compliance with all LLCP policies and practices;
iii. the STATE's receipt of an original invoice and copies of all bills, invoices, and receipts; and
iv. the STATE's receipt of AWARDEE's tax clearances from the Hawaii State Department of Taxation and the Internal Revenue Service and DLIR Certificate of Compliance.

The STATE may accept from AWARDEE a current Certificate of Vendor Compliance from Hawaii Compliance Express (HCE) as a substitute for the Hawaii State Department of Taxation and the Internal Revenue Service tax clearances and DLIR Certificate of Compliance.

All invoices should:

- Identify costs,
- Reference the contract number, and
- Have a line that states "this is an original invoice" with a signature (in a pen color other than black) to certify this statement.

The final invoice should be marked as "Final" when submitted and should be accompanied by a Certification of Compliance for Final Payment.

b) Within thirty (30) days of acquiring the Property, but no later than March 20, 2017, AWARDEE shall submit to the STATE a copy of the recorded conveyance document transferring ownership of the 1.5 acres, more or less, in Ko'olaupoko, Island of Oahu, , including the transfer of a conservation easement to the City and County of Honolulu, to AWARDEE. AWARDEE shall also submit any other documentation of the transaction that is requested by the STATE.

c) The total amount awarded under this Agreement will be dependent upon the project being completed with no substantive changes to the Project Application. The amount of the award shall not be increased, but the STATE may reduce the award if the project changes in any way that the STATE deems substantial. For example, a reduction in acreage, purchase price, or fair market value may be deemed substantial and sufficient justification for a reduction in the award. The AWARDEE is shall maintain the same proportion of matching funds to awarded funds as set forth in Section F. of the Project Application, attached hereto as Exhibit A.

d) All payments under this Agreement are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Furthermore, all payments shall be made in accordance with and subject to chapter 40, HRS.

The AWARDEE acknowledges and agrees that the availability of funds from the Land Conservation Fund established under the laws of the State of Hawaii shall be subject to the approval and release of the budgeted funds by the Governor of the State of Hawaii. If insufficient funds are released or otherwise made available to the STATE to pay the AWARDEE, the STATE may, without liability to the STATE, reduce or eliminate the amount of compensation to the AWARDEE, upon written notification by the STATE to the AWARDEE.

Attachment 4

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

"Agency" means and includes the State, the legislature and its committees, all executive departments boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

"Controlling interest" means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

"Employee" means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of Ka Huli O Hāloa, AWARDEE, the undersigned does declare as follows:

1. AWARDEE ☐ is ☑ is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).

2. AWARDEE has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Agreement within the preceding two years and who participated while so employed in the matter with which the Agreement is directly concerned. (Section 84-15(b), HRS).

3. AWARDEE has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Agreement, if the legislator or employee has been involved in the development or award of the Agreement. (Section 84-14(d), HRS).

4. AWARDEE has not been represented on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Agreement. (Sections 84-18(b) and (c), HRS).

AWARDEE understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source for the declarations above.

Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

AWARDEE:

By Teresa Makuakane-Drechsel
(Signature)

Print Name Teresa Makuakane-Drechsel

Print Title Board Chair/Director

Name of AWARDEE Ka Huli o Hāloa

Date 10/1/14

Attachment 5
(rev. 8-8-2008)

GENERAL CONDITIONS FOR LEGACY LAND CONSERVATION PROGRAM GRANT AGREEMENTS

1. Awardee's Qualifying Standards.

   a. The AWARDEE is a state agency, county, or a nonprofit land conservation organization.

   b. If the AWARDEE is a non-profit land conservation organization, the AWARDEE has been determined by the Internal Revenue Service to be a non-profit organization, and AWARDEE has a governing board whose members have no material conflict of interest and serve without compensation.

2. Recordkeeping Requirements. The AWARDEE shall, in accordance with generally accepted accounting practices, maintain fiscal records and supporting documents and related files, papers, receipts, reports, and other evidence that sufficiently and properly reflect all direct and indirect expenditures and management and fiscal practices related to the AWARDEE's performance under this Agreement. The AWARDEE shall retain all records related to the AWARDEE's performance under this Agreement for at least three (3) years after the date of submission of the AWARDEE's Final Project Report.

3. Audit of AWARDEE. The AWARDEE shall allow the STATE full access to records, reports, files, and other related documents and information for purposes of monitoring, measuring the effectiveness, and assuring the proper expenditure of the grant. This right of access shall last as long as the records and other related documents are retained. The AWARDEE shall respond to any requests from the STATE for information regarding monitoring, measuring the effectiveness, and assuring the proper expenditure of the grant within 60 days.

4. Nondiscrimination. No person performing work under this Agreement, including any employee or agent of the AWARDEE, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Inspection of Property. The AWARDEE shall permit the STATE and its agents and representatives, at all reasonable times, the right to enter and examine the Property to ensure compliance with chapter 173A, Hawaii Revised Statutes, and the terms of this Agreement. The STATE shall provide either written or verbal notice to the AWARDEE forty-eight hours prior to entering the Property.

6. Conflicts of Interest. The AWARDEE represents that neither the AWARDEE, nor any employee or agent of the AWARDEE, presently has any interest, and

promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the AWARDEE's performance under this Agreement.

7. Compliance with Laws. The AWARDEE shall comply with chapter 173A, Hawaii Revised Statutes, chapter 343, Hawaii Revised Statutes, and all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the AWARDEE's performance under this Agreement.

8. Indemnification and Defense. The AWARDEE shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, and cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or in resulting from the acts or omissions of the AWARDEE or AWARDEE's employees, officers, or agents under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

9. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the AWARDEE in connection with this Agreement, the AWARDEE shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.

10. Title insurance. AWARDEE must obtain title insurance in the full amount of the purchase price, insuring that the title to the Property is vested in the AWARDEE.

11. Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities.

    a. In the performance of this Agreement, the AWARDEE is an "independent contractor," with the authority and responsibility to control and direct the performance required under this Agreement; however, the STATE shall have a general right of inspection to determine whether, in the STATE's opinion, the AWARDEE is in compliance with this Agreement.

    b. The AWARDEE and the AWARDEE's employees and agents are not by reason of this Agreement, agents or employees of the STATE for any purpose, and the AWARDEE, and the AWARDEE's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.

    c. The AWARDEE shall be responsible for the accuracy, completeness, and adequacy of AWARDEE's performance under this Agreement. Furthermore, the AWARDEE intentionally, voluntarily, and knowingly

assumes the sole and entire liability to the AWARDEE's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by the AWARDEE, or the AWARDEE's employees or agents, in the course of their employment.

d. The AWARDEE shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the AWARDEE by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, (iii) general excise taxes, (iv) real property taxes, and (v) conveyance taxes. The AWARDEE is also responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Agreement.

e. The AWARDEE shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, Hawaii Revised Statutes, and shall comply with all requirements thereof. The AWARDEE shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the AWARDEE have been paid and submit the same to the STATE prior to commencing any performance under this Agreement. The AWARDEE shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, Hawaii Revised Statutes.

f. The AWARDEE shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, Hawaii Revised Statutes, and section 3-122-112, Hawaii Administrative Rules, that is current within six months of the date of issuance.

g. In lieu of the above-certificates from the Department of Taxation and the Department of Labor and Industrial Relations, the AWARDEE may submit proof of compliance through the State Procurement Office's designated certification process.

h. The AWARDEE is responsible for securing all employee-related insurance coverage for the AWARDEE and the AWARDEE's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

12. Payment Procedures: Tax Clearance. All payments under this Agreement shall be

made only upon submission by AWARDEE of (i) original invoices specifying the amount due and certifying that it has completed performance in accordance with the Agreement, and (ii) tax clearances from the Hawaii State Department of Taxation and the Internal Revenue Service. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, Hawaii Revised Statutes. Further, all payments shall be made in accordance with and subject to chapter 40, Hawaii Revised Statutes.

13. Publicity.

a. The STATE Legacy Land Conservation Program shall be credited as a sponsor on all advertising and promotional materials and activities wherever and whenever possible. The AWARDEE shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, in any of the AWARDEE's brochures, advertisements, or other publicity of the AWARDEE without consultation and written permission from the Public Information Office of the State of Hawaii, Department of Land and Natural Resources.

b. The AWARDEE consents to the STATE's use of AWARDEE and the Property's name, photograph, image, or likeness in brochures, advertisements, or other publicity relating to the Legacy Land Conservation Program. The STATE shall have complete ownership of all material which is developed, prepared, assembled, or conceived for brochures, advertisements, or other publicity relating to the Legacy Land Conservation Program.

14. Confidentiality of Material.

a. All material given to or made available to the AWARDEE by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the AWARDEE and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

b. All information, data, or other material provided by the AWARDEE to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, Hawaii Revised Statutes.

15. Suspension and Termination of Agreement.

a. The STATE reserves the right at any time and for any reason to suspend this Agreement for any reasonable period, upon written notice to the AWARDEE. Upon receipt of said notice, the AWARDEE shall immediately comply with said notice and suspend all performance under this Agreement at the time stated.

b. If, for any cause, the AWARDEE breaches this Agreement by failing to satisfactorily fulfill in a timely or proper manner the AWARDEE's obligations under this Agreement or by failing to perform any of the promises, terms, or conditions of this Agreement, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the STATE, the STATE shall have the right to terminate this Agreement by giving written notice to the AWARDEE of such termination at least seven (7) calendar days before the effective date of such termination. Furthermore, the STATE may terminate this Agreement without statement of cause at any time by giving written notice to the AWARDEE of such termination at least thirty (30) calendar days before the effective date of such termination.

c. Upon termination of the Agreement, the AWARDEE, within thirty (30) calendar days of the effective date of such termination, shall compile and submit in an orderly manner to the STATE an accounting of the work performed up to the date of termination. In such event, the AWARDEE shall be paid for the actual cost of the services rendered, if any, but in no event more than the total compensation payable to the AWARDEE under this Agreement.

d. If this Agreement is terminated for cause, the AWARDEE shall not be relieved of liability to the STATE for damages sustained because of any breach by the AWARDEE of this Agreement. In such event, the STATE may retain any amounts which may be due and owing to the AWARDEE until such time as the exact amount of damages due to the STATE from the AWARDEE has been determined. The STATE may also set off any damages so determined against the amounts retained.

16. Disputes. No dispute arising under this Agreement may be sued upon by the AWARDEE until after the AWARDEE's written request to the Chairperson of the Board of Land and Natural Resources ("CHAIRPERSON") to informally resolve the dispute is rejected, or until ninety (90) calendar days after the CHAIRPERSON's receipt of the AWARDEE's written request whichever comes first. While the CHAIRPERSON considers the AWARDEE's written request, the AWARDEE agrees to proceed diligently with the performance necessary to complete the Project unless otherwise instructed in writing by the CHAIRPERSON.

17. State Remedies. The AWARDEE understands that in the event that it no longer meets all of the standards set forth in paragraph 1 of these General Conditions, or in the event that AWARDEE fails to comply with any of the other requirements, provisions, or conditions set forth in this Agreement, that the STATE may refuse to make further payments to AWARDEE or may seek reimbursement for

payments made to AWARDEE under this Agreement. In addition to the remedies set forth above, the STATE shall be entitled to pursue any other remedy available at law or in equity.

18. Modifications of Agreement. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement permitted by this Agreement shall be made by written amendment to this Agreement, signed by the AWARDEE and the STATE.

19. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to the CHAIRPERSON at the CHAIRPERSON's office in Honolulu, Hawaii or to the AWARDEE at the AWARDEE's address as indicated in the Agreement. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The AWARDEE are responsible for notifying the CHAIRPERSON in writing of any change of address.

20. Waiver. Prior to the disbursement of funds, the CHAIRPERSON, in his or her discretion, may waive certain conditions set forth in this Agreement. No waiver shall be effective unless in writing executed by the CHAIRPERSON. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Agreement. The fact that the STATE specifically refers to one section of the Hawaii Revised Statutes, and does not include other statutory sections in this Agreement shall not constitute a waiver or relinquishment of the STATE's rights or the AWARDEE's obligations under the statutes.

21. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.

22. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.

23. Survival. AWARDEE's obligations and the STATE's remedies shall survive the funding of the grant and the acquisition of this Property by AWARDEE.

24. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the AWARDEE relative to this Agreement. This Agreement supersedes all prior agreements, conditions, understandings, promises, warranties, and

representations, which shall no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the AWARDEE other than as set forth or as referred to herein.

25. Counterparts. Furthermore, the parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signature to the original or the same counterparts. For all purposes, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

26. Suspension. Upon a breach of this Agreement, the STATE may impose sanctions against AWARDEE, including, but not limited to: suspension of all grant payments; and suspension of the AWARDEE's participation in STATE grant programs; until such time as all breaches are cured to the STATE's satisfaction. Sanctions may also include repayment of all state funds expended and any sanctions included as provisions herein.

Exhibit A

Ka Huli O Hāloa
Project Application

Legacy Land Conservation Program
2013 - 2014 (Fiscal Year 2014)

THE TRUST FOR PUBLIC LAND & KA HULI O HALOA

APPLICATION TO THE LEGACY LAND CONSERVATION PROGRAM STATE OF HAWAI'I 2013-2014

HAKIPU'U LO'I KALO, HAKIPU'U, KO'OLAUPOKO, O'AHU

SEPTEMBER 16, 2013

2013-2014 GRANT APPLICATION FORM

Legacy Land Conservation Program
Department of Land and Natural Resources

Please read the Grant Application Instructions (above) and the Grant Program Guidelines, available at http://hawaii.gov/dlnr/dofaw/llcp, prior to completing this Grant Application Form. The signed Grant Application Form and Required Preliminary Documentation must be sent by **September 16, 2013, 4:30 p.m.**, Hawaii-Aleutian Standard Time (HST), in Portable Document Format (PDF) to legacylandconservationprogram@gmail.com and (postmarked or hand-delivered) in hard copy format to:

Legacy Land Conservation Program
Hawaii Department of Land and Natural Resources
1151 Punchbowl Street, Room 325
Honolulu, HI 96813

ATTENTION: This request for applications may be cancelled and any or all proposals rejected in whole or in part, without liability, when it is determined to be in the best interest of the State. Final awards are subject to the availability of funds and are also subject to budget restrictions and procedures implemented under Executive Biennium Budget Instructions.

CERTIFICATION:

I/We hereby certify that the statements and information contained in this Legacy Land Conservation Program Grant Application, including all attachments, are true and accurate to the best of my/our knowledge and understand that if any statements are shown to be false or misrepresented, this application may be rejected.

Lea Hong	Hawaiian Islands Program Director, TPL
Name* (please type)	Title
Lea Hong	08/28/13
Signature* (sign after printing)	Date

Co-applicant (if applicable):

Teresa Makuakane-Drechsel	Board Chair, Ka Huli O Haloa
Name* (please type)	Title
Teresa Makuakane-Drechsel	8/28/13
Signature* (sign after printing)	Date

** Must be authorized to sign on behalf of agency or organization.*

PROJECT LOCATION: Ahupua'a of Hakipu'u, moku of Ko'olaupoko, mokupuni of O'ahu

APPLICANT: The Trust for Public Land, and Ka Huli O Haloa

PROJECT TITLE: Hakipu'u lo'i kalo O'ahu

District *Island*

APPLICATION PACKAGE CHECKLIST Check the boxes if the following items are attached and provide an explanation if they are not.

- ☑ Letter from current landowner acknowledging project and indicating willingness to sell
- ☑ A general location map and a parcel map
- ☑ At least one (1), but no more than three (3) photos of the property
- ☑ Any concise and relevant appended/supplementary materials (optional)
- ☑ FOR NONPROFIT LAND CONSERVATION ORGANIZATIONS
  - o Copy of mission statement and
  - o IRS 501 (c) (3) or (c) (1) non-profit status determination letter
- ☑ WHERE INTENDED HOLDER OF PROPERTY IS OTHER THAN APPLICANT: the intended holder must sign this form as a co-applicant and provide any forms required of applicants AND provide a letter indicating willingness to participate
- ☑ A preliminary title report
- ☑ Three separate agency consultation forms and any accompanying consultation provided to the applicant by the Department of Land and Natural Resources, the Department of Agriculture, and the Agribusiness Development Corporation

PRIORITY CHECKLIST Please indicate which of the following Legacy Land acquisition priorities this project will meet. Explain and demonstrate your answer while filling out the application.

- ☑ Lands having exceptional value due to the presence of:
  - Unique aesthetic resources;
  - Unique and valuable cultural or archaeological resources; or
  - Habitats for threatened or endangered species of flora, fauna, or aquatic resources.
- ☑ Lands that are in imminent danger of development.
- ☑ Lands that are in imminent danger of being modified, changed, or used in a manner to diminish its value.
- ☑ Lands that are unique and productive agricultural lands.
- ☑ Lands providing critical habitats for threatened or endangered species that are in imminent danger of being harmed or negatively impacted.
- ☑ Lands containing cultural or archaeological sites or resources that are in danger of theft or destruction.

SECTION A. APPLICANT INFORMATION

Agency / organization name	The Trust for Public Land (and Ka Huli O Haloa)
Mailing address (P.O. box or street, city, state, zip)	1136 Union Mall, Suite 202, Honolulu, HI 96825
Contact person and title	Laura Kaakua, Native Lands Project Manager
Phone numbers (best contact, work, cellular)	(808)524-8562 (forwards to cell phone)
Email address	laura.kaakua@tpl.org
Agency / organization website (include URL to any specific pages regarding this project)	TPL: www.tpl.org/hawaii -- Hakipu'u Learning Center: http://hakipuulearningcenter.com

SECTION B. TYPE OF ACQUISITION

1. We are requesting funding for the acquisition of:

Fee simple interest in private land	✓
Permanent conservation or agricultural easement	☐

2. We intend for the property interest to be held by:

State of Hawaii: _____	☐
County of: _____	☐
Other (indicate entity)*: Ka Huli O Haloa	✓

* If the intended holder of the interest in land is an entity other than the applicant, the entity that will hold title to the interest in land must be a co-applicant and supply all required documentation for application, and must also attach a letter acknowledging its participation in the project.

SECTION C. DESCRIPTION OF LAND (SUMMARY)

1. Location of property (please be as specific as possible; for example, "Moloaa, makai, located on the north shore of Kauai"):

The property is located toward the makai end of Johnson Road, ahupua'a of Hakipu'u, moku of Ko'olaupoko, mokupuni of O'ahu. The property is yards away from Mōli'i Fishpond & Kāne'ohe Bay.

2. Tax Map Key(s) (use the following format: "(4) 5-6-007:008)"):

(1) 4-9-003:003 (.6131 acres) and (1) 4-9-003:004 (.88 acres)

3. Size of property (indicate acreage or square footage):

Approximately 1.5 acres.
(1) 4-9-003:003 (.6131 acres) + (1) 4-9-003:004 (.88 acres)

4. What types of easement(s) are located on the property? (for example: vehicular, pedestrian for beach access, utility, etc.):

The title documents do not list any easements. However, The Trust for Public Land believes that the property has electricity and assumes that there may be utility easements on the property that are not showing up on title.

5. Does the seller have full undivided fee ownership of property ("clear title")? If not, please explain. Attach a preliminary title report (see instructions).

Yes. Attached is a Certificate of Title for Parcel 4-9-003:004, a Status Report for Parcel 4-9-003:003, and a June 10, 2013 Order Dismissing Appeal Pursuant to HRAP Rule 30. A PTR is forthcoming.

6. Will the public have access to property or easement? ☑ Yes ☐ No

7. Please provide the following land use information:

State Land Use Designation	Agricultural
County Zoning	Parcel :003: AG-2. Parcel :004: AG-2 & Country
County General /Community Plan Designation	Agricultural
Flood Zone Designation	X/XS

8. Is property located in a Special Management Area? ☑ Yes ☐ No

9. Please describe any structures (e.g. size, location, use, condition, etc.) on the property.

On the property (Parcel 4-9-003:004), there is a house that has been condemned and is vacant, a shed, and a tent or greenhouse. There is a dilapidated trailer used by the property's previous owner, either on, or outside of, the property's makai boundary.

10. What kinds of land uses/activities are underway on the property? Please describe land uses/activities underway on the subject property and on bordering properties.

Until recently, the property has been used as a residence, mala (garden), and lo'i kalo (wet taro field) by the same Hawaiian family for hundreds of years. The family has also stewarded, gathered and fished the nearby ocean resources.

11. What types of surveys or documented analyses, if any, have been conducted regarding the property (e.g. environmental assessments, cultural assessments, environmental impact statements, biological field surveys, archeological surveys, Special Management Area permit applications)?

The Trust for Public Land has not found a SMA permit yet but assumes that there is a SMA permit as the previous landowner built a single-family house on the property in 1988. The house is now condemned.

SECTION D. PRESERVATION PURPOSES

1. We propose that the property be acquired for the following preservation purpose(s) (check all that apply, and then provide more information regarding the preservation purposes in numbers 2 through 10 below for *checked areas only*):

Watershed protection	✓	Parks	✓
Coastal areas, beaches and ocean access	✓	Natural areas	✓
Habitat protection	✓	Agricultural production	✓
Cultural and historical sites	✓	Open spaces and scenic resources	✓
Recreational and public hunting areas	✓		

2. Watershed Protection: Please describe the watershed function of this property: (elevation gradient, type/condition of vegetation, presence of perennial or ephemeral streams or drainage channels, other water bodies, etc.). (character limit 1,200)

The property is part of an intact traditional hydrological system where the Ko'olaupoko watershed feeds Hakipu'u Stream which feeds 'auwai (ditch irrigation systems) that run into to māla (gardens) and lo'i kalo (wet taro farmlands) in active cultivation, and out into Mōli'i Fishpond and Kāne'ohe Bay's muliwai (brackish water estuary). The ancient 'auwai system allows the property to serve a significant watershed function; sustainably protecting the ecological integrity of fresh

water, ocean water, and soil. The 'auwai and lo'i saturate the land, and increase aquifer recharge. The uniform contour and cultivation of the land allows a natural gravity flow. The lo'i kalo act as traps for silt that would otherwise flow downstream into Kāne'ohe Bay, choking the coral and feeding the invasive algae. During heavy rains and high stream waters the 'auwai serve as drainage canals for flood control, replenishing the water table, conserving soil, and precluding runoff and pollution of the Kāne'ohe Bay estuary and Mōli'i Fishpond.

3. Coastal areas, beaches and ocean access: Please describe the environmental significance of this property (e.g. length of shoreline, intertidal areas, type/amount of beach, coastal strand vegetation, extent of erosion, etc.). Please describe the type and extent of ocean access. (character limit 1,200)

Acquisition will preserve the coastal end of the Hakipu'u ahupua'a, the brackish Hakipu'u estuary in Kāne'ohe Bay, productive agricultural lands in traditional lo'i kalo cultivation, and native wildlife that inhabit the property and Kāne'ohe bay. Ka Huli O Haloa, in partnership with Hakipu'u Learning Center, will follow the Native Hawaiian tradition of ahupua'a sustainable resource management. In traditional lo'i kalo farming, soil quality and health is enhanced by: allowing each lo'i to periodically remain fallow; supporting the growth of azzolla which shades the surface of the water; keeping soil and water temperatures and weeds down; encouraging the growth of nitrogen-fixing blue-green algae living in azzolla leaves; and possibly planting between the lo'i to stabilize the soil, fix nitrogen and provide food, medicine, mulch and compost material. To protect water resources, Ka Huli will maintain a constant flow of water from Hakipu'u Stream through the 'auwai and lo'i kalo, and back to Hakipu'u Stream which flows into the bay. Ka Huli will monitor the water quality of Hakipu'u Stream, and Kāne'ohe Bay fronting the property, and will clean the 'auwai and stream as needed.

4. Habitat Protection: Please describe the types of habitat present within the property, including the types of wildlife species that use the area and the elevation range of the property.
Describe the condition of habitat, including the presence of both threatened & endangered and invasive species. Describe the size/diversity of wildlife populations. Note if the habitat is formally designated (e.g. critical habitat, wildlife refuge, etc.). Note also the condition and extent of wildlife habitat on adjacent lands. (character limit 1,200)

The flowing fresh water of Hakipu'u Stream through the 'auwai and lo'i kalo into Kāne'ohe Bay is a model of a coastal lo'i kalo ecosystem that supports native birds, insects and marine life, as well as plants for human use. The 'auwai, lo'i kalo and nearshore estuary off the property's shores support varieties of 'o'opu (goby fish), 'ōpae (shrimp, fresh- and saltwater varieties, some indigenous), and varieties of pūpū (land and marine snails) including hīhīwai. Water plants in the lo'i, such as azzolla, signal a healthy watershed, as do varieties of limu (seaweed) found in the fresh lo'i kalo water, and the brackish estuary and deep saltwater habitats. The Hakipu'u fishery, regarded as Queen Kalama's fishery, outside of Mōli'i Fishpond and adjoining the fisheries of Kualoa and Waikāne, serve as hatchery and nursery for many species of ocean dwelling fish including 'anae (mullet) and moi. Pinao (dragonfly) and a number of birds take refuge in the property's lo'i kalo, mala 'ai (garden), and niu (coconut) trees, including ae'o (endangered Hawaiian stilt), 'alae ' ula (mudhen), koloa (endangered Hawaiian duck), 'auku'u (black-crowned night heron), 'iwa, pueo and migratory birds.

5. Cultural and historic sites: Please identify the presence, location and condition of cultural or historic structures or sites (e.g., heiau, lo'i, burials, burial caves, dunes, or remnant walls) on the property.

Identify any sites that are listed on or eligible for the National Register of Historic Places. (character limit 1,200)

The property includes some of the only remaining lo'i kalo in Hakipu'u. The property's numerous lo'i kalo, continued 'auwai water rights, proximity to Mōli'i Fishpond and Kāne'ohe Bay, and generations of dedicated Native Hawaiian farmers make the small property a noticeable and powerful stronghold of continued Hawaiian cultural practice. If acquired by Ka Huli O Haloa, the many traditional and customary Hawaiian cultural practices that the property supports will continue in perpetuity, and the history and significance of Hakipu'u will live on.

6. Recreational and public hunting areas: Please identify ongoing types and levels of public recreational activity on the property and describe the level of public access. Please identify the types of activities anticipated after acquisition of the property. Is public hunting currently underway on the property? Is the property within a Game Management Area? (character limit 1,200)

Currently, public outdoor recreational and educational opportunities, including hunting, do not exist on the property as the property is closed to the public. The property is not within a Game Management Area. Ka Huli O Haloa is dedicated to increasing educational experiences that are grounded in and perpetuate the arts, culture and history of Hawai'i. Under Ka Huli's ownership, the property would be used by the Hawai'i public charter school Hakipu'u Learning Center as a makai lab for place- and project-based learning. For example, students may have hands-on learning experiences with the micro- and macro-environments of Hakipu'u Stream and the 'auwai system. Ka Huli would also welcome other schools from the Ko'olau region and elsewhere, and other educational initiatives. Once the existing house is rebuilt, an onsite caretaker and kalo farmer would be present to welcome the community, and ensure that the rich resources are protected. The public will participate in cultural continuity, numerous educational opportunities, and increased awareness of traditional Hawaiian natural resources management

7. Parks: Is the parcel within or adjacent to a Federal, State or County Park? If so, please describe. (character limit 1,200)

The property is not within or adjacent to a park. However, the City's Kualoa Regional Park is directly across Mōli'i Fishpond. Ka Huli O Haloa and Hakipu'u Learning Center are working with the City, the Office of Hawaiian Affairs, and other community partners to establish a Hawaiian cultural center at Kualoa Regional Park. Ka Huli and Hakipu'u Learning Center see the Hakipuu loi kalo property as part of that Kualoa - Hakipu'u cultural Hawaiian landscape and center, and hope to one day play a role in helping to restore the nearly adjacent Mōli'i Fishpond to again be a source of local healthy protein and the other half of Ka Huli's "fish and poi" equation.

8. Natural Area: Please describe the natural resources on the property (e.g. streams, estuaries, anchialine ponds, dunes, caves, forest, etc.). Is the property within or adjacent to a formally designated natural area (e.g., Natural Area Reserve, Refuge, Sanctuary, etc.)? (character limit 1,200)

The property serves as green infrastructure in its daily lo'i kalo use, and during times of flooding or heavy rain. The 7-30 lo'i kalo reduce sediment and nutrients that would otherwise flow downstream into Kāne'ohe Bay. Large amounts of sediment and nutrients in Kāne'ohe Bay have lead to the coral reef being smothered and covered in invasive algae. Planting lo'i kalo is a recognized practice of sediment and runoff pollution control. Various community groups and the State have partnered to save Kāne'ohe Bay by restoring the traditional wetland system and replanting lo'i kalo in the nearby ahupua'a of He'eia which also empties into Kāne'ohe Bay. Perpetuating the practice of kalo cultivation on the Hakipu'u lo'i kalo property contributes to the Kāne'ohe Bay restoration efforts. During heavy rains and high stream waters the 'auwai serve as drainage canals for flood control, and the lo'i act as a retention basin, replenishing the water table, conserving soil, and precluding runoff and pollution into the Kāne'ohe Bay estuary and Mōli'i Fishpond. The property is not within or adjacent to a formally designated natural area.

9. Agricultural Production: Please describe the types and extent of agricultural activities underway on the property or adjacent to the property. Note if there is a record of past agricultural activities. (character limit 1,200)

Until very recently, the property has been used as a residence, mala (garden), and lo'i kalo (wet taro field) by the same Hawaiian family for hundreds of years. The family has also stewarded, gathered and fished the nearby ocean resources. The lo'i and other food producing plants still remain and may be temporarily tended by neighbors and family members. Yards away from the property is Mōlii Fishpond and access to Kāne'ohe Bay, that historically fed thousands. When the previous landowner owned the property, his son and other family members actively farmed the lo'i kalo and hosted school and community groups to learn about kalo, the Hawaiian water cycle, and the history of the land and Hakipu'u. The previous landowner left the property to his wife, who does not farm or live on the property. Under Ka Huli's ownership, the land will be kept in lo'i kalo, and Hawaii's school children and the public will have the opportunity to learn about the Hawaiian system of natural resource management which results in increased food security.

10. Open spaces or scenic resources: Please describe the open space values of the property. Is the property readily visible from surrounding and/or distant areas? Describe the view plane from the property. Does the property itself have unusual or exceptional value as a site from which to view and appreciate scenic vistas? (character limit 1,200)

From the property, one looks mauka to observe the towering Ko'olau ridgeline of Mo'okapu O Hāloa that looks down upon Hakipu'u. The views of the property itself, and out into Kāne'ohe Bay and Mōli'i Fishpond, offer a rare glimpse into Hawai'i's past - an intact traditional hydrological system where the Ko'olaupoko watershed feeds Hakipu'u Stream which feeds 'auwai (ditch irrigation systems) that run into to māla (gardens) and lo'i kalo (wet taro farmlands) in active cultivation, and out into Mōli'i Fishpond and Kāne'ohe Bay's muliwai (brackish water estuary).

SECTION E. ENVIRONMENTAL HAZARDS

1. If there are suspected or potential hazards associated on or related to this property, please check all the following that apply and describe each:

✓	There are no known hazards.
	The property is a designated brownfield (former industrial use).
	There has been illegal dumping /hazardous materials.
✓	The property is prone to flooding or is a natural drainage basin.
	The property is prone to falling rocks or mudslides.
	The features of the property's surface are potentially hazardous (i.e. uneven, rocky, or fallow terrain, overgrowth of flora, etc.).
	Other suspected or potential hazards: _____

SECTION F. FUNDING REQUEST

1. What is the fair market value of the fee simple property?

$ 1,000,000.00 - appraisal pending

2. What is the fair market value of the conservation or agricultural easement?

$ _____

3. How were the estimated values determined?

	Fee Simple	Easement
Appraisal Report (indicate date & author of report)	The Trust for Public Land's appraisal is pending.	
Current County Tax Assessed Value	$356,700 + $570,600 = $927,300	
Other (please specify)	The landowner's current asking price is $1,000,000.00	

4. Is the property or easement currently listed for sale or has it been listed for sale within the past two years?

✓	Yes. Asking price: $ 1,125,000 in 2012, and $1,000,000 in 2013
	No.

5. Please provide an estimated timeline for acquisition (note that funding will expire two years from date of award agreement):
(character limit 500)

7/13: TPL submits Legacy Consultation Form
8/13: TPL submits City Clean Water & Natural Lands Program Application
9/13: TPL submits Legacy Application
10/13: TPL signs Option Agreement w/ Landowner
10/13: Clean Water and Natural Lands Commission ranks/recommends project
12/13: Legacy Commission ranks/recommends project
4/14: Governor releases funds, & City Council includes funds in budget
6/14: State, County and all funding sources approve due diligence and deposit funds to escrow
7/14: Closing

6. What is the total estimated cost for acquisition? Please use the table below:

Estimated Acquisition Cost Worksheet				
Expense Item	Estimated Cost	% of costs to be paid by:		
		Land Owner	Applicant	Other (specify)
Appraisal report	$7,000.00		100%	
Title report and title insurance	$5,000.00	100%		
Property survey	$5,000.00		100%	
Escrow fees	$5,000.00	50%	50%	
Environmental investigation	$8,000.00		100%	
Baseline documentation	$7,000.00		50%	50% (pro bono)
Subtotal	$ $37,000.00			
Estimated Value of Property	$ 1,000,000.00			
TOTAL ANTICIPATED COST OF ACQUISITION	**$** 1,037,000.00	.7 %	99 %	.3 %

7. What are the anticipated matching funds? Please use table below:

Estimated Matching Funds Worksheet			
Type (cash, grant, in-kind, land value)	$ Amount	Source of Funds or Basis of Valuation	Status* (Secured/Pending)
Cash	$26,000.00	The Trust for Public Land	Secured
Cash	$7,500.00	Landowner	Pending
Grant/Cons. Easement	$650,000.00	C&C of Honolulu- CWNL	Pending
In-kind	$3,500.00	Pro Bono title/historic	In progress
TOTAL MATCHING FUNDS	**$** 687,000.00 (66)%		
AMOUNT BEING REQUESTED FROM LEGACY LAND	**$** 350,000.00 (34)%		
TOTAL ESTIMATED COST OF ACQUISITION	**$** 1,037,000.00 (100)%		

* Please describe the current status of any pending funds and indicate the date that any pending funds will become available if they are awarded:
(character limit 500)

Landowner funds will be secured when TPL signs Option in Oct. City funds will be secured as below:
10/13: CWNL Commission ranks & recommends project
1/14: TPL delivers due diligence materials to City's Corp. Counsel
2/14: TPL delivers Conservation Easement to City's Corp. Counsel
4/14: City Council approves CWNL recommendations & includes in budget
5/14: TPL delivers deed with Legacy Land restrictions to Corp. Counsel
6/14: City Corp. Counsel approves due diligence & deposits funds to escrow

SECTION G. PROJECT DESCRIPTION

Please attach answers to the questions below on a separate sheet and attach it to the application form. Make sure to number your answers so they correlate with the numbered questions below. Please limit the length of your answers to Questions G.1. and G.2. to one single-spaced page, Times New Roman 12-point font, 1 inch margins.

1. Briefly describe the overall significance and importance of the property and/or easement.

2. Identify any conditions that threaten the significance and importance of the subject site. This may include anticipated uses of neighboring lands, environmental conditions (e.g. sedimentation, runoff, invasive species, conflicting activities, etc.).

SECTION H. STEWARDSHIP AND MANAGEMENT

Please attach an answer to the question below on a separate sheet and attach it to the application form. Please limit your answer to Question H.1. to two single-spaced pages, Times New Roman 12-point font, 1 inch margins.

1. Briefly describe the proposed use of the acquired property or easement including any short and long term goals, resource management plan, sources of start-up funding, operation and maintenance funding. Disclose any intended commercial uses. Will any intended activities on the land require permits? What entity (if not the applicant) will manage the property/easement? Please describe the expertise and experience of the managing entity. How will any cultural resources that are present integrate into the overall preservation/protection and use of the property?

SECTION I. CULTURAL AND HISTORICAL SIGNIFICANCE

Please attach an answer to the question below on a separate sheet and attach it to the application form. Please limit the length of your answer to Question I.1. to two single-spaced page, Times New Roman 12-point font, 1 inch margins.

1. Briefly describe the cultural significance and historic uses of the property. As guidance, please consider the following information:
    a. Name of area; translation and possible interpretation;
    b. Known pre-contact history and land uses; and
    c. Neighboring areas/ahupua`a information and its relationship to the site being considered.

The following resources are available to assist in research: Office of Hawaiian Affairs (OHA), State of Hawaii Historic Preservation Division (SHPD), University of Hawaii Center for Hawaiian Studies, Kamehameha Schools/Bishop Estate, Bishop Museum.

SECTION G. PROJECT DESCRIPTION

Please attach answers to the questions below on a separate sheet and attach it to the application form. Make sure to number your answers so they correlate with the numbered questions below. Please limit the length of your answers to Questions 1 and 2 to one single-spaced page, Times New Roman 12-point font, 1 inch margins.

1. Briefly describe the overall significance and importance of the property and/or easement.
Kalo is a spiritual and ancestral base of Hawaiian culture. In the creation story of Papahānaumoku (Earth Mother) and Wākea (Sky Father), Wākea and Ho'ohōkūkalani's first offspring was a premature unformed fetus that they named Hāloanakalaukapalili and buried. From the place where they buried him, the first kalo sprouted. Wākea and Ho'ohōkūkalani named their second offspring after his older sibling, Hāloa. According to tradition, all Hawaiians are descended from Hāloa, and have a kuleana (responsibility) to honor and care for their elder siblings the kalo and the 'āina that in turn nourish them. Kalo establishes the familial connection in Hawaiian cultural between people and the 'āina, and sets the foundation for the 'āina-based Hawaiian value system. Wai (fresh water) sustains the life-giving kalo. At the Hakipu'u lo'i kalo property, wai flows abundantly through the intact 'auwai, into the many lo'i kalo, and eventually out to Kāne'ohe Bay. If acquired and protected by Ka Huli O Haloa, this special lo'i kalo ecosystem will continue to provide the staple food of the traditional Hawaiian diet, support fertile habitat for native wildlife, and serve its many watershed functions. The property will become a peaceful refuge for Hakipu'u residents and visitors, and will provide immense educational opportunities for school children and the public. Hawaiian charter schools have struggled to find permanent homes. The demand for place-based learning inspired by the unique environment and culture of Hawai'i increases annually, and the property would provide a constant welcoming outdoor learning environment for Hakipu'u Learning Center, other Hawaiian charter schools, and public and private schools without access to such resources. The property's bio-cultural resources can support nearly all Hawaiian cultural practices including kalo farming, fishing, and wa'a (canoe) making, navigation and sailing.

2. Identify any conditions that threaten the significance and importance of the subject site.
A number of private potential purchasers are interested in the property. Their intentions are not necessarily bad, as they are interested in a picturesque private residence, or eco-friendly revenue and tourism. However, Ka Huli O Haloa, Hakipu'u Learning Center, the ancestral descendants of the property, and many in the Hakipu'u community have a vision for the property that can only be achieved today under nonprofit ownership. Private ownership will cut off access for today's maka'āinana (common folk) and kua'āina (people of the land). Without access to the 'āina (that which nourishes), the Hakipu'u community, and all who could potentially benefit, will lose the understanding of how the property's traditional hydrological system functions, and will lose touch with the property's elemental forces, and rich intimate history. The threat of not being able to continue the traditional and customary Hawaiian cultural practices that the property sustains is real and imminent. A private owner has no duty to continue to grow kalo on the property. Few lo'i kalo remain today, and even fewer are farmed. Discontinuing kalo cultivation on the property would cause true harm and hurt to the Hakipu'u community, and would dishonor the legacy of the generations of kalo farmers that toiled in the lo'i to bring life to the 'āina and the people. A private owner could also ignore the 'auwai and Hakipu'u Stream, which requires constant monitoring and maintenance for healthy lo'i and watershed function, and supports native wildlife on the property, in the 'auwai, and in its nearshore waters. Future development could also pave over the lo'i and lead to runoff pollution into Hakipu'u Stream, Mōli'i Fishpond, and Kāne'ohe Bay.

SECTION H. STEWARDSHIP AND MANAGEMENT

Please attach an answer to the question below on a separate sheet and attach it to the application form. Please limit your answer to Question 3 to two single-spaced pages, Times New Roman 12-point font, 1 inch margins.

1. Briefly describe the proposed use of the acquired property or easement including any short and long term goals, resource management plan, sources of start-up funding, operation and maintenance funding. Disclose any intended commercial uses. Will any intended activities on the land require permits? What entity (if not the applicant) will manage the property/easement? Please describe the expertise and experience of the managing entity. How will any cultural resources that are present integrate into the overall preservation/protection and use of the property?

Ka Huli O Haloa will oversee all aspects of management planning, and will supervise and always remain actively involved in the property's stewardship and management. However, the property will primarily be managed on a day-day basis by Hakipu'u Learning Center (HLC), and in time by HLC and Ka Huli's onsite caretaker. Hakipu'u Learning Center has extensive experience and expertise in lo'i kalo farming, including maintaining a healthy irrigation system and native ecosystem. Many staff and board members are seasoned kalo farmers, HLC staff and students have lead community efforts at lo'i kalo around O'ahu including the Waiāhole community lo'i, and HLC has opened and helped to maintain lo'i for Windward Community College where HLC has its main campus, and at Waipao in He'eia in partnership with Papahana Kuaola. HLC has demonstrated successful stewardship at its two regular learning sites – the mauka field lab at Waipao, and the makai field lab at Kualoa Regional Park.

HLC's learning philosophy was shaped by the teachings of the Hakipu'u ahupua'a and therefore complements Ka Huli and HLC's vision for the property. HLC is a learning community of 4th - 12th grade students, their families, and HLC staff and supporters dedicated to developing a lifelong love of learning through a rigorous, student-centered, place and project-based curriculum inspired by the lessons of the unique culture and outdoor environment of Hawai'i. The HLC Program emphasizes the importance of knowing and using the contributions of the past – to inform the present and inspire the future in ways that are positive, productive and pono (culturally appropriate.) Students are challenged to create sustainable communities that honor diversity and steward relationships between each other, their communities, and the natural resources that surround them.

Hakipu'u Learning Center is uniquely positioned to lovingly care for the property and share Hakipu'u's rich history and traditions. Hakipu'u Learning Center's founders bestowed the public charter school with its name to continue Hakipu'u's priestly tradition as a center for learning and carrying the kuleana (responsibility) to preserve knowledge for the good of the community and future generations. Its founders and some staff and board members have ancestral ties to many places in Hakipu'u including the Hakipu'u lo'i kalo property. Ka Huli O Haloa and Hakipuu Learning Center understand that the property has been the subject of many court cases over the years involving claims typically associated with kuleana parcels such as adverse possession, historically farming outside of the property boundaries, and native tenant water rights. (It is The Trust for Public Land's understanding that there are no pending lawsuits at this time.) Ka Huli O Haloa and Hakipuu Learning Center understand that The Trust for Public Land first got involved with the property to help a family with ancestral ties to the property place a Conservation Easement on the property. However, this family was unable to retain title to the property, and therefore The Trust for Public Land could not help the family with a Conservation

Easement. Later, the property came up for sale, Ka Huli O Haloa and Hakipu'u Learning Center saw the opportunity to achieve the community's and the family's vision for the property, and requested The Trust for Public Land's assistance. Ka Huli O Haloa and Hakipu'u Learning Center will continue to address any outstanding issues and work with the community and other familial descendants of the property to carry out their shared vision. Funding for operations and maintenance will come from school fees, donations, grants, and potentially from land-based revenue that is used to support Ka Huli's mission on the property.

Ka Huli O Haloa and Hakipu'u Learning Center will use the property to: 1) strengthen the connection between Hakipu'u's bio-cultural resources and Hakipu'u's children and their families; 2) provide rigorous place- and project-based learning opportunities for Hakipu'u Learning Center and other schools, and educational initiatives; 3) share the Hawaiian value system and traditional ahupua'a resource management; 4) offer a place of welcoming refuge and Hawaiian cultural learning to the public; and 5) perpetuate the history, mo'olelo (stories) and traditions of Hakipu'u.

Ka Huli and HLC's short-term/immediate goals include: 1) keeping at least some of the lo'i kalo in active cultivation; 2) harvesting, cleaning, cooking, and eating the kalo with Hakipu'u Learning Center to reinforce the necessity of food security and the relationship with kalo; 3) seeing the property function as a makai learning lab for Hakipu'u Learning Center; 4) maintaining and strengthening relationships with neighbors and ancestral descendants to strengthen the shared vision for the property; and 5) regularly monitor and maintain the 'auwai and Hakipu'u Stream; and 6) regularly monitor the nearshore resources and baby fish stock.

Building on its short-term goals, Ka Huli and HLC's intermediate goals include: 1) develop a property management plan that includes stewardship structure, resources management, facilities and funding, and community engagement and benefit; 2) develop plans to build an environmentally-friendly learning space (likely in the footprint of the existing house) and caretaker's unit; 3) identify potential funding sources for the caretaker's unit and learning space (which might be a traditional Hawaiian hale (house) or hālau (school), or a state-of the art Hawaiian science center); 4) maintain most of the lo'i in some stage of kalo cultivation including rotating fallow lo'i; 5) hone and tailor existing courses and curricula developed and tested at HLC over the past 12 years for the Hakipu'u lo'i kalo property.

In addition to its short-term and intermediate goals, Ka Huli and HLC's long-term goals include: 1) actively cultivate kalo in all lo'i; 2) provide place- and project-based learning opportunities to other Windward O'ahu schools, and possibly schools outside of Windward O'ahu; 3) comfortably be in a position to offer culturally-relevant, place-based, and age-appropriate land and ocean stewardship activities for students, their families and the larger community; and 4) realize the full vision of 'āina mōmona; fertile and rich lands that nourish physically, culturally, spiritually and intellectually.

SECTION I. CULTURAL AND HISTORICAL SIGNIFICANCE

Please attach an answer to the question below on a separate sheet and attach it to the application form. Please limit the length of your answer to Question 4 to two single-spaced page, Times New Roman 12-point font, 1 inch margins. Briefly describe the cultural significance and historic uses of the property. As guidance, please consider the following information:

a. Name of area; translation and possible interpretation;
b. Known pre-contact history and land uses; and
c. Neighboring areas/ahupua'a information and its relationship to the site being considered.

For hundreds of years, the Hakipu'u lo'i kalo property has been in active kalo cultivation, a traditional and customary Hawaiian cultural practice. The property is part of the rich Hawaiian cultural landscape of the Hakipu'u ahupua'a, bordered by sacred Kualoa to the North and life-giving Waikāne to the South. Hakipu'u means "Broken Hill" in reference to the jagged ridgeline of Mo'okapu O Hāloa that looks down upon Hakipu'u. Hakipu'u is still regarded as an extremely sacred valley that was once reserved for, and closely protected for centuries since ancient times by, the kahuna or priestly class. Hakipu'u functioned as a center for the training and mentoring of kahuna. Its mauka regions are said to be home to a "legendary paradise of plenty" called Paliuli. Its beach is where the legendary and historic navigator Kaha'i a Ho'okamali'i landed on his return trip from Tahiti. Kaha'i brought with him the first ulu (breadfruit) tree in Hawai'i, one of the traditional staple foods in Hawai'i, and made Hakipu'u his home. Sailing vessels from ancient times to today lower their sails as they go by Hakipu'u to honor the brave navigator Kaha'i. Even Kamehameha I, after conquering O'ahu in 1795, observed this tradition and paid respect to Kaha'i. Polynesian Voyaging Society paid tribute to this voyaging legacy by first launching the 62-foot double-hulled voyaging canoe named the Hōkūle'a into Kāne'ohe Bay at Hakipu'u on March 8, 1975. Hōkūle'a's launching at Hakipu'u was part of a series of events that renewed Hawaiian cultural practices and instilled pride into Hawai'i's native people. Hakipu'u Learning Center and Ka Huli O Haloa regularly host Hōkūle'a and her crew at her birthplace of Hakipu'u as they did on April 16, 2012 when the Dalai Lama blessed Hōkūle'a as it left Hakipu'u shores to begin the Worldwide Voyage.

The property is also next to Mōli'i Loko I'a (Mōli'i Fishpond), which is said to have been built in a single night by menehune (legendary small people with super-human strength). Legends tell of a mano (shark) who built an underground passage connecting Mōli'i and Kahana's Huilua Fishpond so he could easily swim back and forth between the two.

Oral history and written records show that Hakipu'u's swampy makai flats were once covered in lo'i kalo. In 1986, the family of the landowner's late husband prevailed in court securing the restoration of rights to access water from Hakipu'u Stream. Today, the property has some of the only functioning lo'i kalo in Hakipu'u. The property's numerous lo'i kalo, continued 'auwai water rights, proximity to Mōli'i Fishpond and Kāne'ohe Bay, and generations of dedicated Native Hawaiian farmers make the small property a noticeable and powerful stronghold of continued Hawaiian cultural practice. If acquired by Ka Huli O Haloa, the many traditional and customary Hawaiian cultural practices that the property supports will continue in perpetuity, and the history and significance of Hakipu'u will live on. The Hakipu'u lo'i kalo property will be a living testament that traditional and customary Hawaiian cultural practices are thriving. Ka Huli O Haloa views the Hakipu'u loi kalo property as a modern pu'uhonua, a refuge from the demands of fast paced modern life where students will learn through place- and project-based learning, Native Hawaiians will connect with their ancestral past, Hakipu'u residents and descendants will feel great pride in stewarding their ahupua'a, and all visitors will be welcomed to participate in culturally-based and highly interactive educational opportunities.

SECTION J. LEGAL RESTRICTIONS AFFECTING TITLE

In addition to the deed restrictions that will be imposed by the Legacy Land Conservation Program, what legal restrictions, if any, will be placed on the property to protect its resources? Please explain, and note the following requirements:

- Projects incorporating a conservation easement or an agricultural easement must include a signed letter from the intended holder of the easement, stating willingness to hold the easement.
- Eligible holders of conservation easements and agricultural easements are:
  - For State and county projects:
    - The Department of Land and Natural Resources, the Agribusiness Development Corporation, the Department of Agriculture
    - A county, State, or federal natural resource conservation agency
    - A land conservation organization
  - For nonprofit land conservation organization projects:
    - The Department of Land and Natural Resources, the Agribusiness Development Corporation, the Department of Agriculture
    - A county, State, or federal natural resource conservation agency
    - A land conservation agency
- The Board of Land and Natural Resources may elect to hold or co-hold any easement.
- ALL AGENCIES AND NONPROFIT CONSERVATION ORGANIZATIONS applying for fee acquisitions must either incorporate a conservation easement to an eligible holder, or specifically address why an exemption from this requirement is needed.
  (character limit 1,200)

The City and County of Honolulu will hold a conservation easement over the property if the project receives funds from the City and County's Clean Water and Natural Lands Program. The Trust for Public Land and Ka Huli O Haloa will work with the State and City to finalize a conservation easement that places restrictions on property that are satisfactory to both entities.

SECTION K. STATE AGENCY CONSULTATION

1. Please explain the public benefits of your project and explain where public access may be practicable or not practicable and why.
   (character limit 1,200)

Acquisition will allow for managed public access to a community resource that should be shared and enjoyed by the Hakipu'u community, Hawai'i's school children, and the broader public. The previous landowner invited school and community groups to work at and learn about the property. However, that access was provided under the good will and invitation of the private landowner. The current landowner does not farm or live on the property and therefore does not provide public access. Hakipu'u residents do not have ocean access in the area, and must drive to Kualoa Regional Park to access Kāne'ohe Bay. Acquisition would allow for managed ocean access as the property's generational owners have accessed Kāne'ohe Bay from the property for hundreds of years. Managed public access is necessary to ensure the safety of Hakipu'u Learning Center's students and students from other schools, to protect the kalo from theft, and to ensure that all of the biocultural resources on the property are properly cared for.

2. Using the Consultation Request Form, please seek the consultation of the Department of Land and Natural Resources, Department of Agriculture, and the Agribusiness Development Corporation. **These forms must be submitted to respective agencies by July 19, 2013.** The results of this consultation must accompany the grant application and be submitted by deadline.

   Please note that a lack of response from an agency (where the applicant has submitted the Consultation Request Form by deadline) will not negatively impact the consideration of the application by the Legacy Land Conservation Commission.

   Please explain whether the applicant has adapted the project proposal in response to the consultation provided by the three agencies referenced above.
   (character limit 1,200)

The Trust for Public Land and Ka Huli O Haloa did not adapt the project proposal as the responses to the consultation forms did not necessitate any project proposal adaptations. See below.

Legacy Land Conservation Program
Consultation Request Form (6/2013)

TO: Chair William Aila, Jr. -- Department of Land and Natural Resources
director/chair and agency

FROM: Laura Kaakua, The Trust for Public Land
applicant (contact person and agency/organization)

DATE: 7/19/2013

SUBJECT: Consultation request regarding a Legacy Land Conservation Program application for Hakipu'u Lo'i Kalo
project title

Chapter 173A, Hawaii Revised Statutes, requires applicants to the Legacy Land Conservation Program to seek the consultation of the Department of Land and Natural Resources, Department of Agriculture, and the Agribusiness Development Corporation with regard to the maximization of public benefits of each proposed land acquisition project. Consulting agencies may also provide input regarding other aspects of the project, including the level of legal protection on the land (e.g., whether a conservation easement is appropriate and what agency or organization ought to hold the conservation easement).

A summary of the applicant's proposed project is attached. Please respond directly to the applicant on agency letterhead, and attach a copy of this form. Please submit comments by August 30, 2013. If no response is received by this date, we will assume your agency has no comments. Please note that a lack of response from an agency (where the applicant has submitted the Consultation Request Form by deadline) will not negatively impact the consideration of the project application by the Legacy Land Conservation Commission.

For more detailed information on this requirement, please see Hawaii Revised Statutes, sections 173A-4, and 173A-5(i) (available online at http://www.capitol.hawaii.gov/). Please contact the applicant directly with questions regarding the proposed project, and contact the Program Coordinator at 586-0921, with any questions regarding the Legacy Land Conservation Program.

- [ ] We have no objections.
- [x] We have no comments.
- [ ] Comments are attached.

Signed: [signature]

Title: Chairperson, Dept. of Land & Natural Resources

Date: 8/27/2013

Legacy Land Conservation Program
Consultation Request Form (6/2013)

Consultation request to: Chair William Aila, Jr., Department of Land and Natural Resources
Submitted by: The Trust for Public Land & Ka Huli O Haloa
Regarding a grant proposal to the Legacy Land Conservation Program, DLNR/DOFAW

Project summary: (to be completed by applicant)

Applicant: The Trust for Public Land & Ka Huli O Haloa
Address: 1136 Union Mall, Suite 202, Honolulu Hawai'i, 96813
Contact name, phone, email: Laura Kaakua, (808)524-8562, laura.kaakua@tpl.org
Acres: 1.5 Type of interest to be acquired: Fee simple
Tax map key(s): (1) 4-9-003:003 (.6131 acres) and (1) 4-9-003:004 (.88 acres)
If the acquisition is a fee acquisition, will a conservation easement be provided to another agency or nonprofit organization? If so, which agency/organization? The C&C of Honolulu if Clean Water and Natural Lands funds are awarded.

Location (describe briefly and attach a location map and parcel map):

The property is located toward the makai end of Johnson Road, ahupua'a of Hakipu'u, moku of Ko'olaupoko, O'ahu. The property is adjacent to Mōli'i Pond and Kāne'ohe Bay.

Resources to be protected:

- An intact traditional hydrological system where the Ko'olaupoko watershed feeds Hakipu'u Stream whichs feeds 'auwai (irrigation systems) that run into to māla (gardens) and lo'i kalo (wet taro farmlands) in active cultivation, and out into loko 'i'a (fishponds) and Kāne'ohe Bay's muliwai (brackish water estuary).
- Native plants, marine life, limu, insects such as Pinao, and birds such as 'Auku'u.
- Numerous Hawaiian cultural practices which depend on the natural resources to continue.

Public benefits:

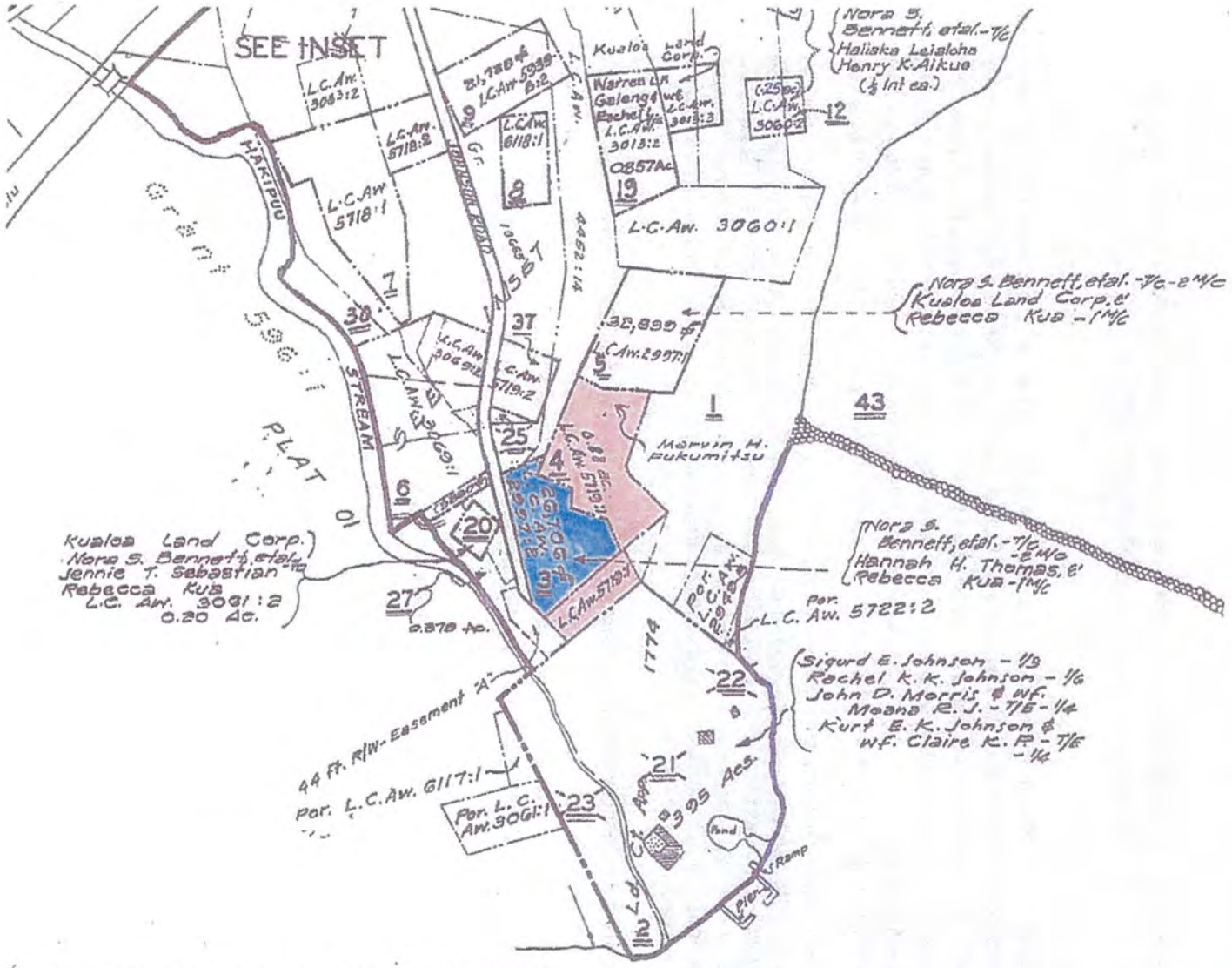
- Environmental stewardship and Hawaiian cultural learning opportunities.
- Green infrastructure benefits of an intact lo'i kalo system where in heavy rains the 'auwai serve as drainage canals for flood control, and the constant water in the lo'i kalo replenishes the water table, conserves soil, and limits runoff and pollution into Kāne'ohe Bay.
- Water system leads to healthy fish stocks in Kāne'ohe Bay and adjacent fishponds.
- Source of healthy, local and organic kalo (the staple crop of the Hawaiian people).

Plans for management:

Ka Huli O Haloa will partner with the Hawaiian charter school Hakipu'u Learning Center to steward the property with an on-site caretaker, farm or work with kalo farmers to reopen and sustain all lo'i kalo, utilize the property as a place-based learning site, and invite other schools and the public to visit and help care for one of the few remaining lo'i kalo.

Please return form and comments to the applicant at the address listed above. Thank you.

Hakipu'u Lo'i Kalo General Location Map



Portion of HAKIPUU, KOOLAUPOKO, OAHU

5509
Eavl

Legacy Land Conservation Program
Consultation Request Form (6/2013)

2013 JUL 22 PM 1:42
HAWAII DEPT OF AGR

TO: Chairperson Russell S. Kokubun -- Department of Agriculture
director/chair and agency

FROM: Laura Kaakua, The Trust for Public Land
applicant (contact person and agency/organization)

DATE: 7/19/2013

SUBJECT: Consultation request regarding a Legacy Land Conservation Program application for Hakipu'u Lo'i Kalo
project title

Chapter 173A, Hawaii Revised Statutes, requires applicants to the Legacy Land Conservation Program to seek the consultation of the Department of Land and Natural Resources, Department of Agriculture, and the Agribusiness Development Corporation with regard to the maximization of public benefits of each proposed land acquisition project. Consulting agencies may also provide input regarding other aspects of the project, including the level of legal protection on the land (e.g., whether a conservation easement is appropriate and what agency or organization ought to hold the conservation easement).

A summary of the applicant's proposed project is attached. Please respond directly to the applicant on agency letterhead, and attach a copy of this form. Please submit comments by August 30, 2013. If no response is received by this date, we will assume your agency has no comments. Please note that a lack of response from an agency (where the applicant has submitted the Consultation Request Form by deadline) will not negatively impact the consideration of the project application by the Legacy Land Conservation Commission.

For more detailed information on this requirement, please see Hawaii Revised Statutes, sections 173A-4, and 173A-5(i) (available online at http://www.capitol.hawaii.gov/). Please contact the applicant directly with questions regarding the proposed project, and contact the Program Coordinator at 586-0921, with any questions regarding the Legacy Land Conservation Program.

- [ ] We have no objections.
- [x] We have no comments.
- [ ] Comments are attached.

Signed: Russell Kokubun

Title: Chairperson, HDOA

Date: 8/26/13

Legacy Land Conservation Program
Consultation Request Form (6/2013)

HI DEPT OF AGRICULTURE
AGRIBUSINESS DEV CORP
2013 JUL 19 P 3:59

TO: Executive Director James Nakatani -- Agribusiness Development Corporation
director/chair and agency

FROM: Laura Kaakua, The Trust for Public Land
applicant (contact person and agency/organization)

DATE: 7/19/2013

SUBJECT: Consultation request regarding a Legacy Land Conservation Program application for Hakipu'u Lo'i Kalo
project title

Chapter 173A, Hawaii Revised Statutes, requires applicants to the Legacy Land Conservation Program to seek the consultation of the Department of Land and Natural Resources, Department of Agriculture, and the Agribusiness Development Corporation with regard to the maximization of public benefits of each proposed land acquisition project. Consulting agencies may also provide input regarding other aspects of the project, including the level of legal protection on the land (e.g., whether a conservation easement is appropriate and what agency or organization ought to hold the conservation easement).

A summary of the applicant's proposed project is attached. Please respond directly to the applicant on agency letterhead, and attach a copy of this form. Please submit comments by August 30, 2013. If no response is received by this date, we will assume your agency has no comments. Please note that a lack of response from an agency (where the applicant has submitted the Consultation Request Form by deadline) will not negatively impact the consideration of the project application by the Legacy Land Conservation Commission.

For more detailed information on this requirement, please see Hawaii Revised Statutes, sections 173A-4, and 173A-5(i) (available online at http://www.capitol.hawaii.gov/). Please contact the applicant directly with questions regarding the proposed project, and contact the Program Coordinator at 586-0921, with any questions regarding the Legacy Land Conservation Program.

- [x] We have no objections.
- [ ] We have no comments.
- [ ] Comments are attached.

Signed: [signature]

Title: Executive Director

Date: August 26, 2013

LETTERS FROM CURRENT AND INTENDED HOLDERS

August 27, 2013

Mrs. Laura Hokunani Kaakua
Native Lands Project Manager
The Trust for Public Land
Union Plaza Suite 202
1136 Union Mall
Honolulu, HI 96813

Re: Hakipu'u Lo'i Kalo Properties
Tax Map Key No.'s: (1) 4-9-003:003 of approximately .613 acres
(1) 4-9-003:004 of approximately .88 acres

Aloha Mrs. Kaakua,

I am the landowner of the two lo'i kalo properties noted above, totaling approximately 1.5 acres, located on Johnson Road in Hakipu'u, O'ahu (the "Property"). These properties have been passed down through the generations to my husband, who left the properties to me when he passed. My late husband and his ancestors were relentless stewards of this land which has been in active kalo cultivation for hundreds of years. I would like to see the property in the hands of an organization such as Ka Huli O Haloa and Hakipu'u Learning Center that will care for the land in a way that will honor my husband and his family. I am pleased to be working with your organization, The Trust for Public Land, which is assisting Ka Huli O Haloa to purchase the land. If The Trust for Public Land's appraisal results in a value that I find acceptable, and other purchase terms can be agreed upon, I would sell my properties to The Trust for Public Land.

Sincerely,

Gloria S. Fukumitsu

Gloria S. Fukumitsu

Gloria S. Fukumitsu
c/o Sandra D. Wai'ale'ale
RA, e-Pro, ABR, ASP, IAHSP
CENTURION Honor Society
C21Sandy@SBCglobal.net
808.753.1433

Ka Huli O Hāloa

August 27, 2013

Kaiwi Nui Yoon, Chair
Legacy Land Conservation Commission
Department of Land and Natural Resources (DLNR)
1151 Punchbowl Street, Room 325
Honolulu, Hawai'i 96813

Aloha e Chair Yoon and Commission Members:

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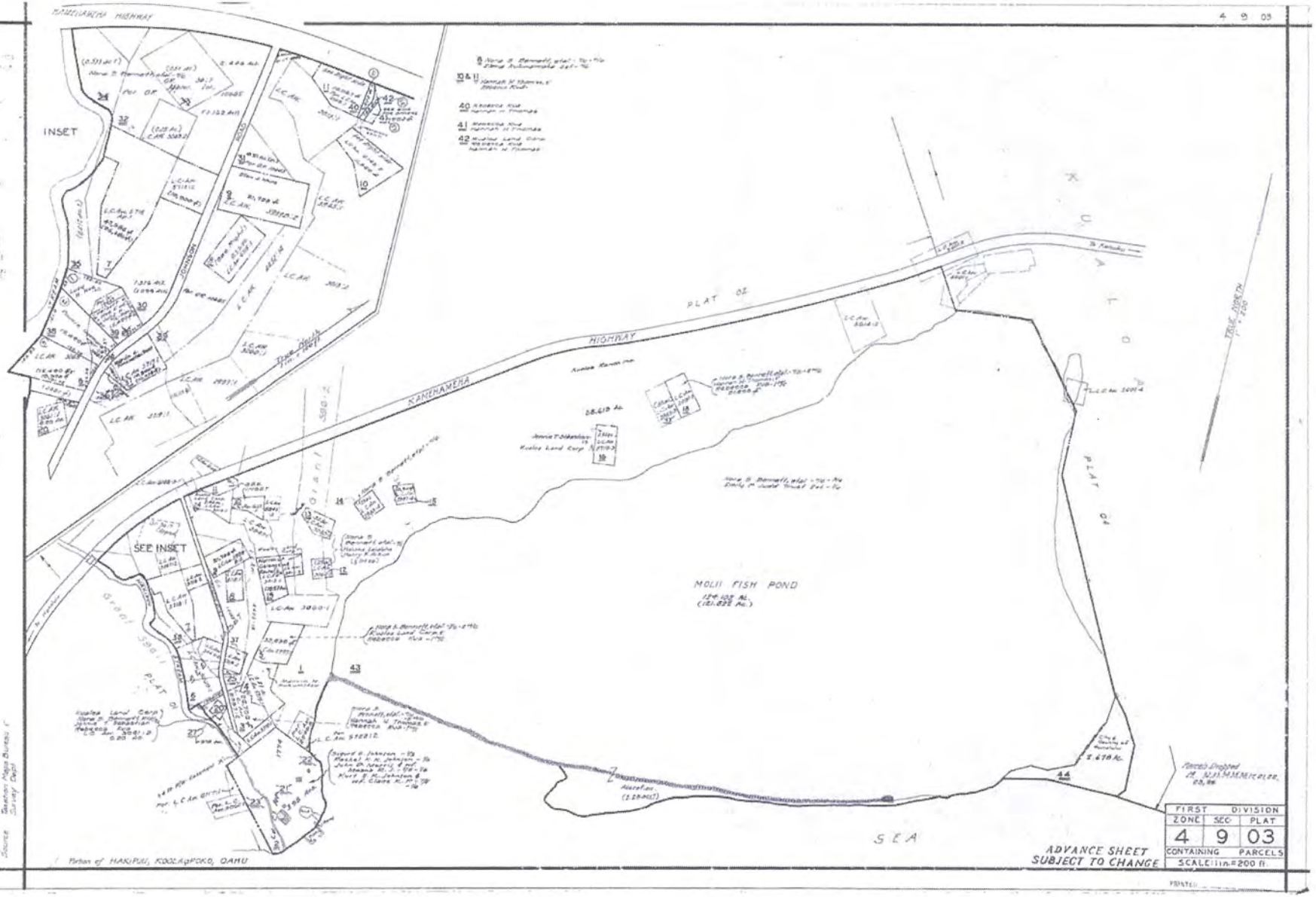
Calvin Hoe
Director

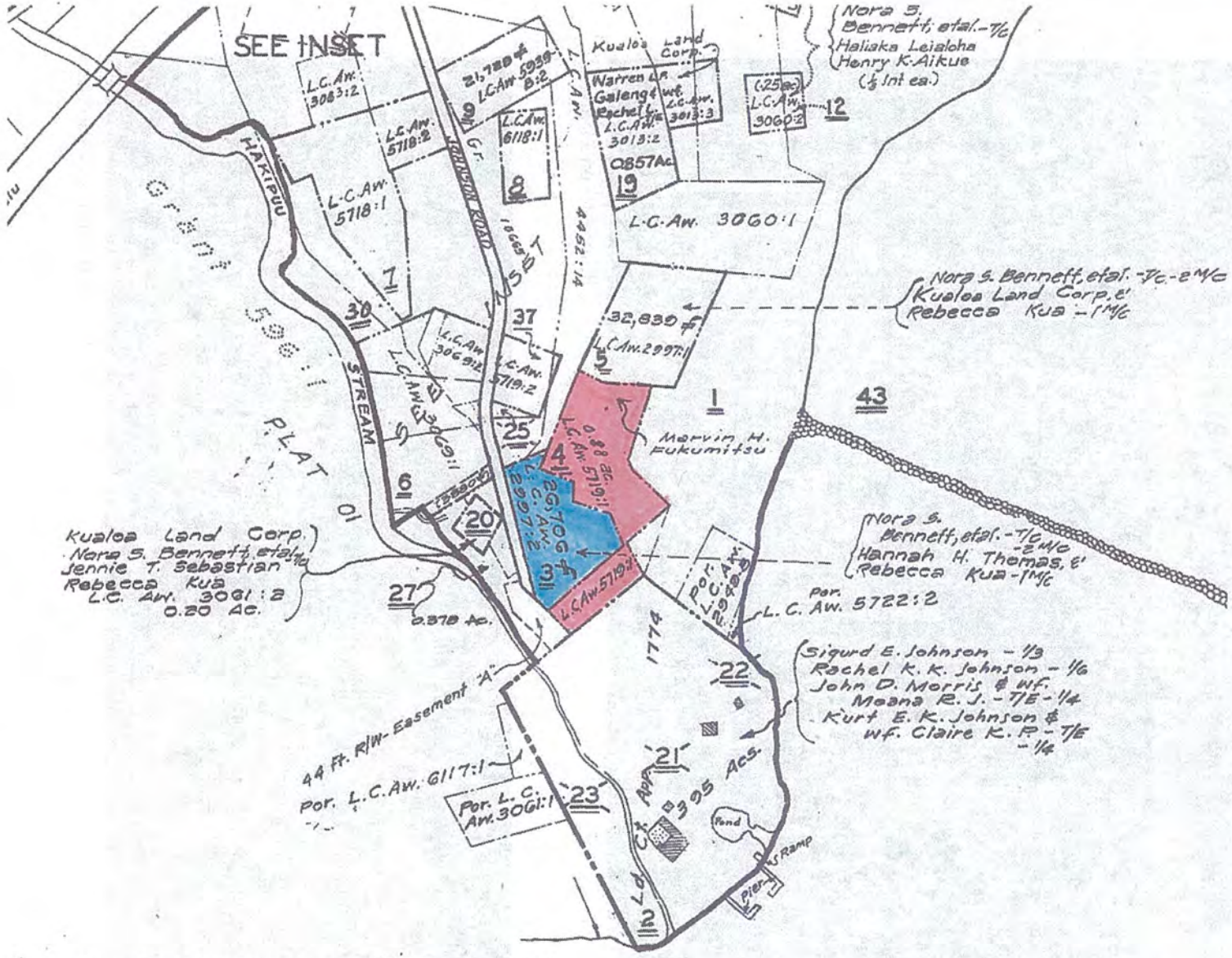
Ka Huli o Hāloa (Ka Huli) is a community-based 501(c)(3) non-profit incorporated in the City & County of Honolulu, Hawai'i in 2003. Ka Huli was formed to provide support and assistance to community-based educational initiatives and community charter school(s) to improve educational options and to perpetuate and preserve the arts, culture, history and traditions of Hawaii through education. Thus far, much of our work has been in partnership with Hakipu'u Learning Center (HLC), a Hawai'i public charter school rooted in traditional values of Hawai'i, that utilizes a student-centered, place and project-based approach to help life-long learners develop critical thinking and problem-solving skills to achieve success now and into the future. As a result of our work with Hakipu'u Learning Center and our board members' own ties to the area and property, we are very familiar with the 'āina, wai, kai and people of the Hakipu'u ahupua'a. When we learned that this special lo'i kalo property in Hakipu'u was for sale, we were concerned that the community would lose access to the land, the cultural practices associated with the land, the ability to fulfill a kuleana of mālama 'āina and aloha 'āina, and the mo'olelo (stories) of the area that fill a community with pride. We also realized that this property would make a wonderful outdoor classroom, not just for Hakipu'u Learning Center, but for many Hawaiian charter, DOE and private schools to learn in. Ka Huli O Hāloa gratefully and humbly asks for your support in our acquisition in partnership with The Trust for Public Land of the Hakipu'u Lo'i Kalo properties so that they may continue to provide kalo, to carry out the functions of the Hawaiian hydrologic cycle, and to be a resource for the Hakipu'u ahupua'a and the broader public for all current and future generations to come.
Mahalo piha,

Teresa Makuakane-Drechsel, Chairperson

Ka Huli O Hāloa | Phone: (808) 235-9155 | Fax: (808) 235-9160
P.O. Box 1159, Kāne ohe, Hawai i 96744

Hakipuʻu Loʻi Kalo General Location, Topographic and Plat Maps


4 9 03
KAMEHAMEHA HIGHWAY
INSET
SEE INSET
JOHNSON ROAD
PLAT OF
MOLII FISH POND
SEA
ADVANCE SHEET
SUBJECT TO CHANGE
FIRST DIVISION
ZONE SEC PLAT
4 9 03
CONTAINING PARCELS
SCALE: 1 in. = 200 ft.



Portion of HAKIPUU, KOOLAUPOKO, OAHU

Photographs of the Hakipu'u Lo'i Kalo Property

Rain water on a kalo leaf

One of the property's lo'i kalo

Condemned house and large ‘ulu tree on the property

Aerial image with estimated property boundary lines and labels

THE TRUST FOR PUBLIC LAND
MISSION STATEMENT,
501(c)3 DETERMINATION LETTER, AND
PROGRAM SUMMARY

THE
TRUST
for
PUBLIC
LAND

HAWAI'I

TPL NATIONAL MISSION STATEMENT:
The Trust for Public Land conserves land for people to enjoy as parks, gardens, and other natural places, ensuring livable communities for generations to come.

TPL HAWAI'I MISSION STATEMENT:
Protecting shorelines, heritage, and working lands for the future of Hawai'i's people. TPL works with local communities and agency partners in Hawai'i to conserve: (1) shoreline/coastal lands, (2) native heritage lands that perpetuate Hawai'i's culture, and (3) working lands that help Hawai'i replace imports, and lead it to self-sufficiency in food, water, energy, and other goods.[1]

[1] This mission statement was developed with the help of a local Hawaiian Islands Advisory Council in 2010, including Timothy E. Johns (Chair), Dr. Noa Emmett Aluli, Kimo Campbell, Anthony R. Guerrero, Jr., Kahikūkalā Hoe, Louise K.Y. Ing, John Morgan, Edmund C. Olson (Big Island), William W. Paty, Jr., Michael S. Spalding (Maui), Stacy Sproat-Beck (Kaua'i), Gregg H. Takara (Kaua'i), William M. Tam, and Carol Wilcox.

Department of the Treasury

District Director
Internal Revenue Service

Date: JUL 7 1972

In reply refer to: FL-1257, Code
A:FA1230
SF:EO:72-1129

The Trust for Public Land
35 Humboldt Avenue
San Anselmo, California 94960

Purpose: Charitable
File Returns with Internal Revenue Service Center: Philadelphia, Pennsylvania
Accounting Period Ending: December 31
Address Inquiries to District Director of Internal Revenue: San Francisco, California

Gentlemen:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

We have further determined you can reasonably be expected to be an organization of the type described in section 509(a)(2). Accordingly, for your first two tax years, you will be treated as an organization which is not a private foundation.

At the end of your first two tax years, however, you must establish with the Internal Revenue Service that for such two years you were in fact an organization of the type described in section 509(a)(2). If you establish this fact with the Service, you will be classified as a section 509(a)(2) organization for all purposes beginning with the first day of your third tax year and you must normally meet the requirements of section 509(a)(2) thereafter. If, however, you do not meet the requirements of section 509(a)(2) for your first two tax years, you will be classified as a private foundation as of the first day of your third tax year. Furthermore, you will be treated as a private foundation as of the first day of your first tax year for purposes of sections 507(d) and 4940.

Grantors and donors may rely on the determination that you are not a private foundation for your first two tax years, unless notice that you will no longer be treated as a section 509(a)(2) organization is published in the Internal Revenue Bulletin. However, a grantor or donor may not rely on such determination if he was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(2) status, or acquired knowledge that the Internal Revenue

Service had given notice that you would be removed from classification as a section 509(a)(2) organization.

You are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. You are not liable for the taxes imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible under sections 2055, 2106, and 2522 of the Code.

If your sources of support, or your purposes, character, or method of operation is changed, you must let us know so we can consider the effect of the change on your status. Also, you must inform us of all changes in your name or address.

If your gross receipts each year are normally more than $5,000, you are required to file Form 990, Return of Organization Exempt From Income Tax, by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of $10 a day, up to a maximum of $5,000, for failure to file a return on time.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

Please keep this determination letter in your permanent records.

Sincerely yours,

Charles E. Keyes Jr.
District Director

Our determination letter of June 9, 1972 is modified to conform to this determination.

THE TRUST *for* PUBLIC LAND

CONSERVING LAND FOR PEOPLE

Our history. The Trust for Public Land is a national nonprofit founded in 1972 that conserves land for public enjoyment and public benefit. We have been conserving land for people in Hawai'i since 1979 - over 30 years. The Trust for Public Land's first project in Hawai'i expanded the Hawai'i Volcanoes National Park by 269 acres. We opened a Hawai'i office in downtown Honolulu in 1998, and have closed 27 projects totaling 42,037 acres on the islands of Hawai'i, O'ahu, Kaua'i, Maui, and Moloka'i.

Our mission in Hawai'i. We actively work to conserve the landscapes of Hawai'i. Through our projects we seek to engage local residents in protecting resources that are special and significant to their communities. Coastal lands, working lands that contribute to Hawai'i's self sufficiency, and lands that perpetuate Hawaiian culture are our immediate priority.

Our projects. The Trust for Public Land has completed the following projects on five islands in Hawai'i:

Maui
Ka'āpahu, Haleakalā National Park (1,475)
Mū'olea Point, Hana (73)
Paukūkalo Coastal Wetlands, Wailuku (64)

Kaua'i
Kīlauea Point NWR (131)
Limahuli Gardens (2)
Lumaha'i Beach (40)

Moloka'i
Hālawa Valley (4)

Hawai'i
Kalapana, Hawai'i Volcanoes NP (267)
Honu'apo Fishpond, Ka'ū (225)
Wao Kele o Puna (25,856)
Queen's Bath, Puna (890)
Ki'ilae, Pu'uhonua O Hōnaunau NHP (238)
Pāo'o, North Kohala (11)
Lapakahi, North Kohala (17)
Kāwā Bay, Ka'ū (550)
Kauhola Point, North Kohala (28)

O'ahu
Waiāhole Beach Park, Kāne'ohe Bay (77)
Ka'ala Farm, Wai'anae (8)
Waimea Valley (1,875)
Moanalua Valley (3,716)
Pūpūkea-Paumalū, North Shore (1,129)
MA'O Farms, Wai'anae (18)
Honouliuli Preserve, Wai'anae (3,592)
Sunset Ranch, North Shore (27)
Galbraith Estate, Wahiawa (1,723)

Our community partners. Community support and vision is a vital element of any successful project. We have wide experience in working with local community partners such as the North Shore Community Land Trust, the Pele Defense Fund, Na Mamo o Mū'olea, the Waiāhole-Waikāne Community Association, the Hawaiian Islands Land Trust, Ka 'Ohana O Honu'apo, and others.

Our landowner partners. Our projects would not happen without landowners willing to sell land or easements. We educate landowners, appraisers, and brokers regarding the tax benefits to land conservation, and seek mutually beneficial outcomes.

Our governmental partners. We work with government agencies and provide technical support to access available federal, state, and county public funding.

Our donors. We work with private foundations and individuals to raise funds for land conservation specifically in Hawai'i.

Our staff. Our small staff of three understand the unique history and sensitivity of Hawai'i land issues, and value the inherent connection of land and culture.

Our expertise. Nationwide, The Trust for Public Land has conserved over 3 million acres of land at a fair market value of over $5 billion. Blending local and national staff expertise , we bring our real estate transaction, negotiation, and funding skills to the table, leveraging public and private resources.

To learn more about The Trust for Public Land's work in Hawai'i, visit www.tpl.org/hawaii

The Trust for Public Land
1136 Union Mall #202
Honolulu, HI 96813
808.524.8560

Our Hawaii Team:
Lea Hong, State Director (lea.hong@tpl.org), **Leslie Uptain, Director of Philanthropy** (leslie.uptain@tpl.org),
Laura Kaakua, Native Land Project Manager (laura.kaakua@tpl.org)

The Trust for Public Land's
Expertise And Experience With Similar Native Lands Acquisitions

Formed in 1972, the Trust for Public Land is a non-profit 501(c)(3) voluntary land conservation organization with approximately 350 employees in over 35 offices nationwide. The Trust for Public Land has conserved over 3 million acres of land worth a fair market value of over $7 billion. In Hawai'i, the Trust for Public Land completed its first project in 1979 -- a 268.5 acre expansion of the Volcanoes National Park on the Big Island. The Trust for Public Land opened a Hawai'i office in 1998, and has completed 27 projects and protected over 42,000 acres statewide. Our Hawai'i staff have cultivated successful cooperative partnerships with landowners, community and Hawaiian organizations, and federal, state, and county officials and staff throughout the islands.

The protection of lands that perpetuate Hawaiian culture is one of The Trust for Public Land's three priorities in Hawai'i. The Hawaiian Islands Program is so dedicated to this priority that its one project manager works solely on native lands projects. Native lands projects often benefit The Hawaiian Islands Program's other two strategic priorities – coastal/shoreline lands, and working lands that increase Hawai'i's self-sufficiency. The Trust for Public Land's short mission is *land for people*. In Hawai'i, the land for people concept is internalized in the Hawaiian cultural belief that land and people are one; that the land needs people and people need the land. 'Āina (that which nourishes and feeds) is the Hawaiian word for land and sums up the reciprocal relationship of people and land in a Hawaiian context. Understanding this relationship, The Trust for Public Land's Native Lands Program is dedicated to connecting, and reconnecting, Native Hawaiians and all in Hawai'i to the 'āina.

The Native Lands Program partners with and empowers nonprofits rooted in the Hawaiian value system and traditional Hawaiian cultural practices to fulfill a kuleana (responsibility) of aloha 'āina and mālama 'āina. The Native Lands Program has assisted the nonprofit MA'O Farms in Wai'anae in acquiring a total of 18 acres in two separate projects in 2009 and 2010, the nonprofit Maika'i Kamakani 'O Kohala, Inc. to acquire 27.5-acre Kauhola Point in North Kohala in 2012, and a number of Maui nonprofits including Kauahea, Inc. and Neighborhood Place of Wailuku to protect and steward 59 acres of spring-fed wetlands fronting Ka'ehu Bay. Currently, we are assisting a number of nonprofits to protect and acquire important cultural lands throughout Hawai'i. When assisting nonprofits, the Native Lands Program also helps to build capacity where needed, facilitate community planning for the property, and often assist the nonprofit through the transition period from community advocate to owner and steward. The Trust for Public Land's Native Lands Program also assists agencies that benefit Native Hawaiians and the broader public to protect important cultural resources and landscapes, such as assisting the Office of Hawaiian Affairs to protect 1,875 acres at Waimea Valley in 2006, and the County of Hawai'i to protect coastal Pāo'o in Kohala in 2011.

KA HULI O HALOA
MISSION STATEMENT,
501(c)3 DETERMINATION LETTER, AND
HAKIPU'U LEARNING CENTER
INFORMATIONAL BROCHURE

Ka Huli O Hāloa - Mission Statement

Ka Huli o Hāloa (Ka Huli) is a community-based 501(c)(3) non-profit incorporated in the City & County of Honolulu, Hawai`i in 2003. Ka Huli was formed *"to provide support and assistance to community-based educational initiatives and community charter school(s) to improve educational options and to perpetuate and preserve the arts, culture, history and traditions of Hawaii through education."*

Ka Huli O Hāloa | Phone: (808) 235-9155 | Fax: (808) 235-9160
P.O. Box 1159, Kāne'ohe, Hawai'i 96744

11/26/07

DEPARTMENT OF THE TREASURY

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

Date: NOV 20 2007

KA HULI O HALOA
PO BOX 1159
KANEOHE, HI 96744

Employer Identification Number:
75-3115246
DLN:
17053279721057
Contact Person:
SHAWNDEA KREBS
ID# 31072
Contact Telephone Number:
(877) 829-5500
Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated August 2003, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,

Robert Choi

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: SEP 02 2003

KA HULI O HALOA
C/O HAKIPUU LEARNING CENTER
PO BOX 1159
KANEOHE, HI 96744

Employer Identification Number:
75-3115246
DLN:
17053148076043
Contact Person:
LING YEE ID# 95201
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Foundation Status Classification:
509(a)(1)
Advance Ruling Period Begins:
May 13, 2003
Advance Ruling Period Ends:
June 30, 2007

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of $100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

Contributions to you are deductible by donors beginning May 13, 2003.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally $25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally $25,000 or less, and sign the return. Because you will be treated as a public charity for return filing purposes during your entire advance ruling

period, you should file Form 990 for each year in your advance ruling period that you exceed the $25,000 filing threshold even if your sources of support do not satisfy the public support test specified in the heading of this letter.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of $20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed $10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding $1,000,000 in any year, the penalty is $100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding $1,000,000 shall not exceed $50,000. This penalty may also be charged if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

KA HULI O HALOA

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosure(s):
Form 872-C

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

DATE OF THIS NOTICE: 05-22-2003
NUMBER OF THIS NOTICE: CP 575 E
EMPLOYER IDENTIFICATION NUMBER: 75-3115246
FORM: SS-4 NOBOD

FOR ASSISTANCE CALL US AT:
1-800-829-0115

OR WRITE TO THE ADDRESS
SHOWN AT THE TOP LEFT.

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

KA HULI O HALOA
% CALVIN I HOE
PO BOX 1159
KANEOHE HI 96744

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER (EIN)

Thank you for your Form SS-4, Application for Employer Identification Number (EIN). We assigned you EIN 75-3115246. This EIN will identify your business account, tax returns, and documents even if you have no employees. Please keep this notice in your permanent records.

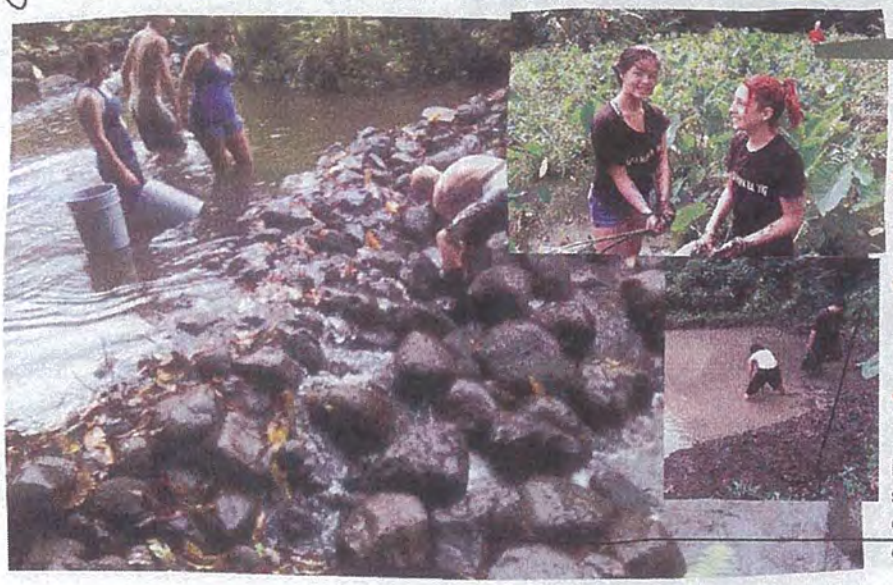
Use your complete name and EIN shown above on all federal tax forms, payments and related correspondence. If you use any variation of your name or EIN, it may cause a delay in processing and may result in incorrect information in your account. It also could cause you to be assigned more than one EIN.

If you want to apply to receive a ruling or a determination letter recognizing your organization as tax exempt, and have not already done so, you should file Form 1023/1024, Application for Recognition of Exemption, with the IRS Ohio Key District Office. Publication 557, Tax Exempt Status for Your Organization, is available at most IRS offices and has details on how you can apply .

Ka Huli o Hāloa, Hakipu'u Learning Center & Kamehameha Schools 'Āina Ulu Program

A collaboration between Kamehameha Schools 'Āina Ulu program, HLC and KHOH to develop and implement cultural, educational, and community activities at Waipao, He'eia to:

- Support, honor, cultivate and mālama the unique cultural and natural, opportunities of the Waipao, He'eia, Ko'olau, O'ahu lo'i and stream systems and surrounding areas
- Provide/co-host beginning, in depth, & expanded learning experiences addressing the unique historical, cultural, and natural resources of Waipao and surrounding area
- Offer community-service educational experiences for families, and groups to build awareness of the importance of natural ecosystems and the kuleana to nurture them
- Build awareness and perpetuate the cultural practices of nā ahupua`a, lo'i systems , related science. and agricultural traditions significant to Waipao and Hawai'i



Sharing Cultural Practices

Mālama Lo'i

- Develop and implement strategies to care for ancestral lo'i, to reopen unused systems, and create new systems
- Involve students and community groups in the stewardship of historic lo'i and agricultural sites
- Assist families and community groups with their lo'i systems

HLC students not only care for the Waipao lo'i system in their Ma Uka labs but assist with community work days to share their learning with others.

Sharing Cultural Practices

Mālama Stream Ecosystems

- Offer learning experiences to continue cultural values and practices associated with stream management
  1. Leadership Training
  2. Auwai and lo'i set up
  3. Natural resource management
  4. Sustainable living practices
  5. Ahupua'a concept
- Host events to support cultural practices
- Contribute to community programs and events

Community work day in progress; families and community participants at Waipao lo'i.

Stewardship Experiences: Land-focused

Mālama ʻĀina

- Coordinate community service work days to restore native species and eradicate invasive plants
- Host Hawaiʻi, national, and international groups interested in the study of Hawaiʻi ecosystems, cultural exchange, and community service
- Provide educational experiences to encourage interaction with natural resources

Students learning to identify native and invasive plants to contribute to native plant restoration.

Stewardship Experiences: Land and Stream-focused

Mālama ʻĀina

- Present learning opportunities to introduce issues of environmental stewardship
  1. Stream ecosystems
  2. Plants used in Laʻau Lapaʻau
  3. Loʻi practices
  4. Water quality indicators

Family work day where participants of all ages help with the stream configuration to manage the Waipao ʻauwai system.

HLC Loʻi and Stream Science Education

Seeking knowledge to Mālama Loʻi & Streams

- Provide extended classes and camps to experience, learn, and practice skills necessary to safely and sustainably interact with our natural environment

All HLC students participate in a Ma Uka field lab experience in which they study loʻi and fresh water ecosystems, help replant native species, assist in the eradication of invasive species, and learn to assess water quality.

Ka Huli o Hāloa, Hakipu'u Learning Center & Kualoa Regional Park Collaboration

A collaboration between the City & County of Honolulu, Kualoa Regional Park staff, HLC, and Ka Huli to develop and implement cultural, educational, and recreational activities at Kualoa Park to:

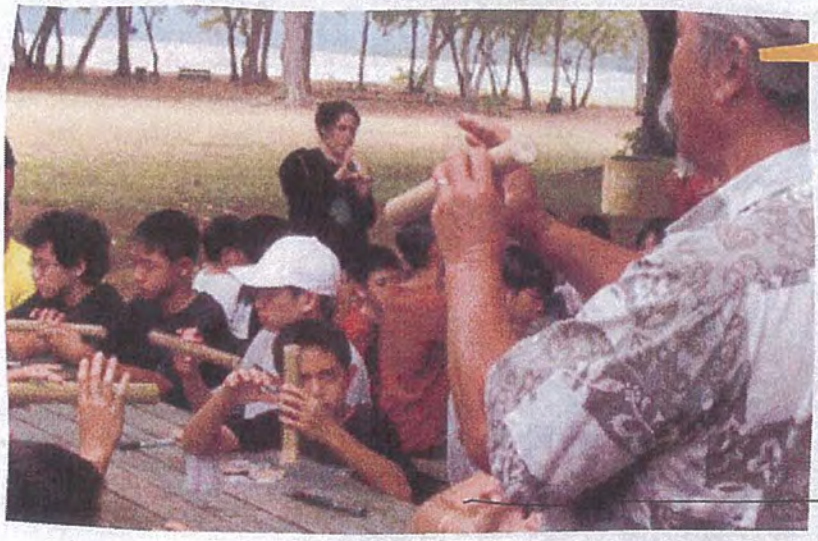
- Honor, cultivate, and steward the unique cultural, natural, and recreational resources of the Kualoa and Hakipu'u ahupua'a
- Provide/co-host expanded and in depth learning experiences utilizing the unique historical, cultural, and natural resources of Kualoa Regional Park and the surrounding area
- Offer community-based educational experiences for students, families, and groups to build awareness regarding the importance of healthy ecosystems
- Perpetuate the cultural practices of this area, including way-finding and voyaging traditions, and their historical significance to Hawai'i

Sharing Cultural Practices

Mālama Iwi

- Develop and implement strategies to care for iwi kūpuna as they are uncovered by erosion, wave action, and human activity
- Involve students and community groups in the stewardship of historic burial sites
- Assist Park staff with the re-internment process

HECO volunteers and HLC students prepare and place sand bags to protect selected areas of the Kualoa Park shoreline.



Sharing Cultural Practices

Mālama Hana Hawai'i

- Offer life-long learning experiences to continue cultural values and practices grounded in Kualoa and Hakipu'u, including:
  1. Leadership Training
  2. Makahiki
  3. Voyaging
  4. Natural resource management
  5. Sustainable living practices
  6. Oli and hula/lua
- Host events to support cultural practices
- Contribute to Park programs and events

HLC students and staff offer cultural workshops for public and private school students.

Stewardship Experiences: Land-focused

Mālama 'Āina

- Coordinate community service work days to help protect and enhance Park resources
- Host Hawai'i, national, and international groups interested in cultural exchange, community service, and studying marine ecosystems
- Provide educational experiences to encourage interaction with park resources

HLC 2010 senior class plant niu (coconut) to help fortify sand along the shoreline and reduce erosion.

Stewardship Experiences: Ocean-focused

Mālama 'Āina

- Offer learning opportunities to introduce environmental stewardship issues, including:
  1. Coral reef preservation,
  2. Limu propagation challenges,
  3. Water safety, etc.

Community volunteers join HLC students and staff to contain or eradicate invasive, introduced algae to help restore native limu.

HLC Marine Science Education Program

Seeking Knowledge to Mālama the Bay

- Provide extended classes and camps for students to experience, learn, and practice skills necessary to safely and sustainably interact with our marine environment

All HLC students participant in a ma kai field lab to study marine ecosystems, replant native species, eradicate invasive limu, monitor the health of selected reef ecosystems, and learn to assess water quality.

HLC Dragon Boat Crew - students, families, staff, board

HLC 2010 graduates at Palikū Theater

Windward Community College & HLC

Hakipu`u Learning Center is located on the picturesque Windward Community College (WCC) campus in Kāne'ohe, Hawai`i, at the base of the Ko`olau mountain range.

HLC students benefit greatly from the HLC/ WCC collaborative relationship coupled with our unique project-based learning environment. Through the WCC Running Start Program, HLC juniors and seniors have opportunity to earn college credits while still in high school. Students are supported by HLC staff to help create a positive first experience in a post high educational setting. The convenience of both location and flexible school schedule provides to be a supportive framework for our students. Nearly all HLC students have graduated with some college credit and over 80% have gone on to post high educational opportunities.

Hakipu'u Learning Center

Local School Board of Directors

Maxine Aulelava

Cyndy Aylett ◇ John Keoni Aylett

Babette Black ◇ Calvin Hoe

Kahikūkalā Hoe ◇ Kelikokauaikekai Hoe

Susan Lau ◇ Rowena Davis

Administrative Team

Kala Hoe ~ Susan Lau
Gloria Fraiola ~ Teri Maneha
Charlene Hoe

45-720 Kea'ahala Road
Mail: PO Box 1159
Kāne'ohe, Hawai'i 96744
(808) 235-9155
Email: hakipuu_hlc@yahoo.com

Hakipu'u Learning Center

A Hawai'i Public Charter School

Ulu at Waipao symbolizes growth

Ma Ka Hana Ka 'Ike

Ma Ka 'Ike Ka Hana

Hakipu'u Learning Center

Student photo portrait of HLC lo'i lab

Student reef study at Hakipu'u Ma Kai Lab

Learning Happens Everywhere

The importance of a lifelong love of learning is emphasized. In collaboration with many community resources, HLC offers students the opportunity to learn in 'classrooms without walls'- our community-based field labs. Field labs provide students with direct hands-on, applied learning. Students learn concepts dealing with the environment, the sciences, Hawaiian culture, self-sustenance, as well as math, social studies, and language arts. Sites that host HLC's labs include He'eia Waipao lo'i, the Hakipu'u ahupua'a, and, our greatest resource, the ocean. Since experts in the community facilitate learning at the labs, students find that all members of the community are enlisted in the learning process. Thus, they directly experience a model of lifelong learning with learning and teaching at all ages.

Mission

Hakipu'u Learning Center (HLC), rooted in traditional wisdom of Hawai'i, utilizes the best educational tools and technologies to support a community of life-long learners in achieving success now and into the future.

Hakipu'u and 'Ohana

Each student's success depends on the collaboration between student, family and the school. HLC works to insure a close connection with all environments to recognize and facilitate learning everywhere from the home, to the school, to the community. HLC provides a learning environment grounded in the project-based learning approach. Students learn through both teacher-driven curriculum projects as well as student-driven projects. Both of which strive to integrate the expertise and resources of families and the community

HLC Project Based Learning

HLC creates educational opportunities through rigorous, place- and project-based learning. Projects are designed by both students and staff. All projects build on the specific interests and educational needs of the student, are required to include a component related to stewardship or Hawaiian culture, and meet the Hawai'i Content and Performance Standards, Students also identify how their project work may benefit to their community.

Project-based learning at HLC is academically rigorous and demanding, It requires each student to take responsibility for his/her record keeping and time management, and apply critical thinking and creative problem solving strategies to be successful. Under the guidance of HLC staff and families, students develop their own Personal Learning Plan to guide their learning path at HLC and throughout their lives. Students are encouraged to work individually, in small groups, and as a school.

HLC in project collaboration

Kūpo'ai in preparation for a group study in Hakipu'u

TITLE DOCUMENTS

STATUS REPORT

Maximum liability limited to
$3,500.00

This report (and any revisions thereto) is issued solely for the convenience of the titleholder, the titleholder's agent, counsel, purchaser or mortgagee, or the person ordering it.

SCHEDULE A

Title Guaranty of Hawaii, Incorporated, hereby reports that, subject to those matters set forth in Schedule "B" hereof, the title to the estate or interest to the land described in Schedule "C" hereof is vested in:

GLORIA S. FUKUMITSU,
Trustee under that certain unrecorded
Marvin H. Fukumitsu Revocable Trust
dated August 22, 2003,
with powers to sell, mortgage, lease, etc.,
as Fee Owner

This report is dated as of November 29, 2006 at 8:00 a.m.

Inquiries concerning this report
should be directed to
COLLEEN UAHINUI.
Email cuahinui@tghawaii.com
Fax (808) 533-5854
Telephone (808) 533-5834.
Refer to Order No. 200604144A.

SCHEDULE B
EXCEPTIONS

1. Real Property Taxes, if any, that may be due and owing.

   Tax Key: (1) 4-9-003-003 Area Assessed: 26,706 sq. ft.

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

3. Effects, if any, of the following:

   (A) DEED of MOSES KEAOPOLOHIWA KEAULANA dated January 31, 1990, recorded as Document No. 90-010306, conveying to GEORGE KEOKI RUISUKI FUKUMITSU all of the konohiki rights, title and interest in all of the ahupuaa of Hakipu'u and Kualoa, Koolaupoko, Island of Oahu.

   -Note:- The preceding document appears of record affecting all of the parcels in the ahupuaa of Hakipu'u, however, Title Guaranty of Hawaii, Incorporated is unable to locate of record any deed or deeds to MOSES KEAOPOLOHIWA KEAULANA within the chain of title to the land described in Schedule C.

   (B) NOTICE OF IMPLIED OR CONSTRUCTIVE TRUST dated August 1, 2005, recorded as Document No. 2005-163503, by GEORGE RUISUKI FUKUMITSU claiming an implied or constructive trust as a lineal descendant of Jennie Sebastian, the claimant's paternal grandmother, an heir to these lands and a lifelong taro farmer of these lands.

   -Note:- The preceding document was recorded in the Bureau of Conveyances, however, Title Guaranty of Hawaii, Incorporated is unable to locate of record any deed or deeds to GEORGE RUISUKI FUKUMITSU. The claimant's paternal grandmother, JENNIE SEBASTIAN conveyed her interest in the land described in Schedule C to MARVIN H. FUKUMITSU by that certain Deed dated April 23, 1993, recorded as Document No. 93-069545.

SCHEDULE B CONTINUED

4. PENDING CIVIL NO. 05-1-1857

PLAINTIFF : GLORIA S. FUKUMITSU and MARVIN H. FUKUMITSU TRUST (Attorney - Yuriko Sugimura)

DEFENDANT : GEORGE R. FUKUMITSU

FILED : Circuit Court of the First Circuit, State of Hawaii on October 17, 2005

RE : ejectment

END OF SCHEDULE B

SCHEDULE C

All of that certain parcel of land (being all of the land(s) described in and covered by Apana 2 of Royal Patent Number 1140, Land Commission Award Number 2997 to Nakanelua) situate, lying and being at Hakipuu, District of Koolaupoko, City and County of Honolulu, State of Hawaii, and thus bounded and described:

Beginning at a pipe at the southwest corner of this parcel of land, being also the southeast corner of the right-of-way of Johnson Road (20.0 feet wide) and being also a portion of the northeast boundary of L.C.Aw. 4452, Ap. 14 to 18, Kalama, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU KAUAI" being 11,449.16 feet north and 12,000.76 feet west, and running by azimuths measured clockwise from true South:

1.	151°	22'	213.24	feet along the east side of the right-of-way of Johnson Road to a pipe;
2.	236°	53'	78.54	feet along a portion of R. P. 7482, L.C. Aw. 4452, Ap. 14 to H. Kalama to a pipe;
3.	10°	11'	29.05	feet along a portion of R. P. 611, L. C. Aw. 5719, Ap. 1 to Kanalu to a pipe;
4.	277°	59'	62.00	feet along the same to a pipe;
5.	352°	04'	33.01	feet along the same to a pipe;
6.	274°	04'	64.06	feet along the same to a pipe;
7.	325°	15'	55.57	feet along the same to a pipe;
8.	36°	56'	158.93	feet along R.P. 611, L. C. Aw. 5719, Ap. 1 to Kanalu to a pipe;

9.	119°	46'	30.91	feet along L. C. Aw. 4452, Ap. 14 to H. Kalama to the point of beginning and containing an area of 26,706 square feet, more or less.

Said above described parcel of land having been acquired by MARVIN H. FUKUMITSU and GLORIA S. FUKUMITSU, Co-Trustees under that certain unrecorded Marvin H. Fukumitsu Revocable Trust dated August 22, 2003, by (A) QUITCLAIM DEED of MARVIN H. FUKUMITSU, husband of Gloria S. Fukumitsu, dated August 22, 2003, recorded as Document No. 2003-177915; and (B) CORRECTION DEED of MARVIN H. FUKUMITSU, husband of Gloria S. Fukumitsu, dated October 7, 2003, recorded as Document No. 2003-225982.

END OF SCHEDULE C

GENERAL NOTES

1. Title Guaranty of Hawaii, Incorporated has been reliably informed of the death of MARVIN HARUO FUKUMITSU on April 17, 2005 at Honolulu.

GUIDELINES FOR THE ISSUANCE OF INSURANCE

A. Taxes shown in Schedule B are as of the date such information is available from the taxing authority. Evidence of payment of all taxes and assessments subsequent to such date must be provided prior to recordation.

B. Evidence of authority regarding the execution of all documents pertaining to the transaction is required prior to recordation. This includes corporate resolutions, copies of partnership agreements, powers of attorney and trust instruments.

C. If an entity (corporation, partnership, limited liability company, etc.) is not registered in Hawaii, evidence of its formation and existence under the laws where such entity is formed must be presented prior to recordation.

D. If the transaction involves a construction loan, the following is required:

   (1) a letter confirming that there is no construction prior to recordation; or

   (2) if there is such construction, appropriate indemnity agreements, financial statements and other relevant information from the owner, developer, general contractor and major sub-contractors must be submitted to the Title Company for approval at least one week prior to the anticipated date of recordation.

   Forms are available upon request from Title Guaranty of Hawaii.

E. Chapter 669, Hawaii Revised Statutes, sets forth acceptable tolerances for discrepancies in structures or improvements relative to private property boundaries for various classes of real property. If your survey map shows a position discrepancy that falls within the tolerances of Chapter 669, call your title officer as affirmative coverage may be available to insured lenders.

F. The right is reserved to make additional exceptions and/or requirements upon examination of all documents submitted in connection with this transaction.

G. If a policy of title insurance is issued, it will exclude from coverage all matters set forth in Schedule B of this report and in the printed Exclusions from Coverage contained in an ALTA policy or in the Hawaii Standard Owner's Policy, as applicable. Different forms may have different exclusions and should be reviewed. Copies of the policy forms are available upon request from Title Guaranty of Hawaii or on our website at www.tghawaii.com.

DATE PRINTED: 12/14/2006

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

NAME OF OWNER: FUKUMITSU,MARVIN H TR
LEASED TO :

TAX MAP KEY

DIVISION	ZONE	SECTION	PLAT	PARCEL	HPR NO.
(1)	4	9	003	003	0000

CLASS: 5 AREA ASSESSED: .613 AC

ASSESSED VALUES FOR CURRENT YEAR TAXES: 2006

This certifies that the records of this division show the assessed values and taxes on the property designated by Tax Key shown above are as follows:

BUILDING	$	0	
EXEMPTION	$	0	
NET VALUE	$	0	
LAND	$	340,300	HIGHEST & BEST USE
EXEMPTION	$	0	
NET VALUE	$	340,300	
TOTAL NET VALUE	$	340,300	

Installment (1 - due 8/20; 2 - due 2/20)

Tax Year	Installment	Tax Amount	Penalty Amount	Interest Amount	Other Amount	Total Amount	
2006	2	1,458.18				1,258.18	PENDING
2006	1	1,458.19				1,458.19	PAID
2005	2	935.41				935.41	PAID
2005	1	935.42				935.42	PAID
2004	2	891.44				891.44	PAID
2004	1	891.45				891.45	PAID

Total Amount Due: 1,258.18

Penalty and Interest Computed to: 12/13/2006

SCHEDULE A CT No. 64043

CERTIFICATE OF TITLE

(Regular System)
(BROKEN TITLE)

Issued for the sole protection of
TITLEHOLDER HEREIN

(Certificate Holder)
Maximum liability limited to
$1,000.00

Ticor Title Insurance Company (the "Company") hereby certifies that a careful examination has been made of those indices in the State of Hawaii at (a) the Office of the Clerks of the Supreme Court and of the Circuit Court of the Judicial Circuit within which the land is located, (b) the Office of the Clerk of the District Court of the United States for the District of Hawaii, (c) the Office of the Registrar of Conveyances, and (d) the Office of the Tax Assessor and Director of Finance of the County within which the land is located, as of November 29, 2006 at 8:00 a.m., as to the title of

GLORIA S. FUKUMITSU, Trustee under that
certain unrecorded Marvin H. Fukumitsu
Revocable Trust dated August 22, 2003,
with powers to sell, mortgage, lease, etc.

and is subject to those matters set forth in Schedule B.

This Certificate of Title is issued subject to the Conditions and Stipulations set forth in Schedule D.

Inquiries concerning this
Certificate of Title should
be directed to
COLLEEN UAHINUI.
Email cuahinui@tghawaii.com
Fax (808) 533-5854
Telephone (808) 533-5834.
Refer to Order No. 200604144B.

Title Guaranty of Hawaii,
Incorporated, as Agent for
Ticor Title Insurance Company

By

Authorized Signatory

SCHEDULE B CT No. 64043

Defects, liens, encumbrances and other matters affecting the title, as disclosed by an examination of the indices referred to in Schedule A hereof.

1. Any and all Real Property Taxes that may be due and owing.

Tax Key: (1) 4-9-003-004	Area assessed: 0.880 acre -AS TO PARCEL FIRST-
Tax Key: (1) 4-9-003-037	Area assessed: 0.250 acre -AS TO PARCEL SECOND-

2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

3. All rights, claims and/or interests of others which exist or might arise by virtue of those matters set forth in the following memorandum:

   Land Commission Award Number 5719 was issued to KANALU on March 6, 1851, comprising of 3 apana (Apana 1, being 4 taro patches, containing an area of 1065 fathoms; Apana 2, being a houselot, containing an area of 1/4 acre; and Apana 3, being dry land, containing an area of 1/2 acre.). The subject lands of this memorandum of title is Apana 1 and 2. Subsequently thereon, Royal Patent Number 611 was issued.

   No conveyances appear of record by KANALU, likewise, there is no probate proceeding of his estate.

   Appearing of record is that certain Affidavit of Elena Kuluwaimaka dated February 18, 1930, recorded in Liber 1045 at Page 453 in which she states "that Kanalu (k) was the older brother of Kaanaana (k) and father of Kaimikapu (w) who married Opupahi and had a daughter Mele who married Solomon Pio (k)".

   No conveyances appear of record by KAIMIKAPU (w) and there is no probate of her estate nor any judicial determination of her heirs.

By Deed dated January 14, 1891, recorded in Liber 249 at Page 305, MELE PIO (and husband, Pio) conveyed to K. KAIALAU "her beloved brother" Royal Patent No. 611, Land Commission Award Number 5719 to Kanalu "her grandfather, deceased."

By Deed dated May 5, 1891, recorded in Liber 194 at Page 230, KAIALAU conveyed to MARY LIILII (w) an undivided 1/2 interest in the subject lands, besides other lands.

No further conveyances appear of record by KAIALAU, also known as K. KAIALAU and he died on June 7, 1899. There is no probate proceeding of his estate nor any judicial determination of his heirs.

Further information given in that certain Affidavit of Elena Kuluwaimaka dated February 18, 1930, recorded in Liber 1045 at Page 453 states "that Kaialau (k), alias Kaailau (k), married Mele Inoino, daughter of Inoino of Hakipuu and Paku (w) his wife; that Kaialau (k) and Mele Inoino had only one child, a boy who was still-born; that said Kaialau (k) however had by Mele-liilii a younger and own sister of Mele Inoino two children, Kahoni (w) and Kala (w) both of whom died when they were about the age of 10 years."

No conveyances appear of record by MELE INOINO, also known as MARY KAIALAU, likewise, there is no probate proceeding of her estate.

By Deed dated February 13, 1900, recorded in Liber 249 at Page 306, PAKU (w), mother of Mary Kaialau who died on February 9, 1900 (and husband, Kiliona), conveyed an undivided 1/2 interest in the subject lands, besides other lands, to MARY LIILII.

No conveyances appear of record by MARY LIILII (w), likewise there is no probate proceeding of her estate. Further information given in that certain Affidavit of Elena Kuluwaimaka dated February 18, 1930, recorded in Liber 1045 at Page 453 states "that Mele-liilii also had two other children, Panalaau (k) alias Dan Kaialau and Nawahine (w); that other than the children I mentioned and those born to her and Ah Tong Mele-liilii did not have any other".

By Deed dated September 29, 1927, recorded in Liber 904 at Page 132, AMOY YONG, unmarried, conveyed to JUE ANAMI (w) all interest "in and to the real estate and property of my mother, Mele Liilii".

By Deed dated January 11, 1928, recorded in Liber 925 at Page 4, AH TONG, Guardian of the estate of Mary Yong, Kaili Yong, Atau Yong, and Miulan Yong, minors, conveyed to JUE ANAMI (w) an undivided 4/7th interest "in and to all real property belonging to said minors inherited from their mother, Mele Liilii, deceased; situate at Hakipuu aforesaid".

By Partition Deed dated April 12, 1929, recorded in Liber 1002 at Page 44, DAN KAIALAU, alias PANALAU LIILII; JUE ANAMI and NAWAHINE FUKUMITSU did forever quitclaim all their respective right, title and interest in the subject lands to NAWAHINE FUKUMITSU (w).

By Exchange Deed dated July 18, 1938, recorded in Liber 1453 at Page 263, NAWAHINE FUKUMITSU (and husband, Ryusuke Fukumitsu) conveyed to the TERRITORY OF HAWAII an 886 square foot portion of Apana 2 of Royal Patent Number 611, Land Commission Award Number 5719 for the realignment of Johnson Road.

By Deed dated October 12, 1945, recorded in Liber 1915 at Page 138, NAWAHINE FUKUMITSU (and husband, Ruisuki Fukumitsu) conveyed to her daughter, JENNIE T. SEBASTIAN, wife of George Sebastian, the subject lands and reserved a life estate in favor of herself (Nawahine Fukumitsu) and her husband, Ruisuki Fukumitsu.

Records at the Bureau of Health Statistics reveal the following:

(A) Death of NAWAHINE FUKUMITSU, age 47, on October 3, 1937 at Honolulu. Her death record shows her being the wife of Ruisuki Fukumitsu, her father's name (not given), and mother's name being Mary Liilii Kaialau.

(B) Death of RUISUKI FUKUMITSU, age 81, on February 27, 1960 at Honolulu.

By Deed dated July 18, 1966, recorded in Liber 5393 at Page 316, JENNIE T. SEBASTIAN (and husband, George M. Sebastian) conveyed Apana 1 of Land Commission Award Number 5719 to MARVIN H. FUKUMITSU.

By Deed dated April 23, 1993, recorded as Document No. 93-069545, JENNIE T. SEBASTIAN, widow, conveyed to MARVIN H. FUKUMITSU Apana 2 of Land Commission Award Number 5719.

From the date of the foregoing deeds to MARVIN H. FUKUMITSU, title to this interest descends straight and unbroken to MARVIN H. FUKUMITSU and GLORIA S. FUKUMITSU, Co-Trustees under that certain unrecorded Marvin H. Fukumitsu Revocable Trust dated August 22, 2003 by (A) QUITCLAIM DEED of MARVIN H. FUKUMITSU, husband of Gloria S. Fukumitsu, dated August 22, 2003, recorded as Document No. 2003-177915; and (B) CORRECTION DEED of MARVIN H. FUKUMITSU, husband of Gloria S. Fukumitsu, dated October 7, 2003, recorded as Document No. 2003-225982.

-Note:- A title insurance policy or policies will be issued after the aforementioned memorandum of title has been properly resolved.

4. Effects, if any, of the following:

(A) DEED of MOSES KEAOPOLOHIWA KEAULANA dated January 31, 1990, recorded as Document No. 90-010306, conveying to GEORGE KEOKI RUISUKI FUKUMITSU all of the konohiki rights, title and interest in all of the ahupuaa of Hakipu'u and Kualoa, Koolaupoko, Island of Oahu.

-Note:- The preceding document appears of record affecting all of the parcels in the ahupuaa of Hakipu'u, however, Title Guaranty of Hawaii, Incorporated is unable to locate of record any deed or deeds to MOSES KEAOPOLOHIWA KEAULANA within the chain of title to the land described in Schedule C.

(B) NOTICE OF IMPLIED OR CONSTRUCTIVE TRUST dated August 1, 2005, recorded as Document No. 2005-163503, by GEORGE RUISUKI FUKUMITSU claiming an implied or constructive trust as a lineal descendant of Jennie Sebastian, the claimant's paternal grandmother, an heir to these lands and a lifelong taro farmer of these lands.

-Note:- The preceding document was recorded in the Bureau of Conveyances, however, Title Guaranty of Hawaii, Incorporated is unable to locate of record any deed or deeds to GEORGE RUISUKI FUKUMITSU. The claimant's paternal grandmother, JENNIE SEBASTIAN conveyed her interest in the land described in Schedule C to MARVIN H. FUKUMITSU by that certain Deed dated April 23, 1993, recorded as Document No. 93-069545.

5. PENDING CIVIL NO. 05-1-1857

PLAINTIFF : GLORIA S. FUKUMITSU and MARVIN H. FUKUMITSU TRUST (Attorney - Yuriko Sugimura)

DEFENDANT : GEORGE R. FUKUMITSU

FILED : Circuit Court of the First Circuit, State of Hawaii on October 17, 2005

RE : ejectment

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

-Note:- A current survey, with metes and bounds description, should be made of said premises.

END OF SCHEDULE B

SCHEDULE C CT No. 64043

Description of premises:

-FIRST:-

All of that certain parcel of land (being all of the land(s) described in and covered by Apana 1 of Royal Patent Number 611, Land Commission Award Number 5719 to Kanalu) situate, lying and being at Hakipuu, District of Koolaupoko, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 4-9-003-004, and containing an area of 0.880 acre, more or less.

-SECOND:-

All of that certain parcel of land (being all of the land(s) described in and covered by Apana 2 of Royal Patent Number 611, Land Commission Award Number 5719 to Kanalu) situate, lying and being at Hakipuu, District of Koolaupoko, City and County of Honolulu, State of Hawaii, bearing Tax Key designation (1) 4-9-003-037, and containing an area of 0.250 acre, more or less.

END OF SCHEDULE C

CONDITIONS AND STIPULATIONS

1. This Certificate (which term shall include any Continuation under this number) is a certification of the record title only, as ascertained by an examination limited to the indices described in Schedule A. No liability is assumed for (a) matters which may affect the title but were not disclosed in said indices at the date hereof; or (b) matters created, suffered, assumed, or agreed to by Certificate Holder; or (c) matters not shown herein but actually known to Certificate Holder at the time of acquisition of an estate or interest in the land. The Company makes no certification or representation as to the legal effect, validity or priority of matters shown or referred to herein or in any Continuation hereof.

2. If the Company's certification hereunder is incorrect, the liability of the Company for resulting loss, including any attorney's fees and legal cost shall not exceed the lesser of: (a) the actual loss incurred by Certificate Holder; or (b) the maximum liability amount shown on Schedule A. All payments made under this Certificate shall reduce the liability of the Company by the amount of such payments. Upon payment of any loss hereunder, the Company shall be subrogated to all rights Certificate Holder may have against any person or property as a result of such loss.

3. In case Certificate Holder shall in any manner obtain knowledge of any asserted defect in the title or of any lien or encumbrance or other matter affecting the title, attaching or created prior to the date hereof and not shown herein, Certificate Holder shall promptly notify the Company in writing. Such written notice shall include a statement of any actual or potential loss claimed by Certificate Holder. After receipt of notice of claim, the Company shall be allowed a reasonable time in which to investigate the claim. At its sole option, the Company may litigate the validity of the claim, negotiate a settlement or pay to Certificate Holder the amount the Company is obligated to pay under this Certificate. Any liability of the Company under this Certificate shall be reduced to the extent that a failure to promptly provide the required notice impairs the ability of the Company to defend against or otherwise dispose of any claim adverse to Certificate Holder. Liability hereunder constitutes indemnity only and nothing herein shall obligate the Company to assume the defense of Certificate Holder with respect to any claim asserted against the land or the Certificate Holder.

4. Coverage hereunder is conditioned upon full payment of the Company's charges for this Certificate.

5. This Certificate is the entire contract between Certificate Holder and the Company and any claim by Certificate Holder against the Company, arising out of the status of the title certified herein, shall be enforceable only in accordance with the provisions of this Certificate.

6. Notice required to be given the Company shall include the number of this Certificate and shall be addressed to Ticor Title Insurance Company, P.O. Box 92792, Los Angeles, CA 90009, with copy to Title Guaranty of Hawaii, Inc., P.O. Box 3084, Honolulu, HI 96802.

DATE PRINTED: 12/14/2006

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

NAME OF OWNER: FUKUMITSU,MARVIN H TR
LEASED TO :

TAX MAP KEY

DIVISION	ZONE	SECTION	PLAT	PARCEL	HPR NO.
(1)	4	9	003	004	0000

CLASS: 1 AREA ASSESSED: .880 AC

ASSESSED VALUES FOR CURRENT YEAR TAXES: 2006

This certifies that the records of this division show the assessed values and taxes on the property designated by Tax Key shown above are as follows:

BUILDING	$	102,100
EXEMPTION	$	102,100
NET VALUE	$	0
LAND	$	546,000
EXEMPTION	$	17,900
NET VALUE	$	528,100
TOTAL NET VALUE	$	528,100

Installment (1 - due 8/20; 2 - due 2/20)

Tax Year	Installment	Tax Amount	Penalty Amount	Interest Amount	Other Amount	Total Amount	
2006	2	947.94				647.94	PENDING
2006	1	947.94				847.94	PAID
2005	2	561.19				561.19	PAID
2005	1	561.19				561.19	PAID
2004	2	194.81				194.81	PAID
2004	1	194.82				194.82	PAID

Total Amount Due: 647.94

Penalty and Interest Computed to: 10/26/2006

DATE PRINTED: 12/14/2006

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

NAME OF OWNER: FUKUMITSU,MARVIN H TR
LEASED TO :

TAX MAP KEY

DIVISION	ZONE	SECTION	PLAT	PARCEL	HPR NO.
(1)	4	9	003	037	0000

CLASS: 1 AREA ASSESSED: .250 AC

ASSESSED VALUES FOR CURRENT YEAR TAXES: 2006

This certifies that the records of this division show the assessed values and taxes on the property designated by Tax Key shown above are as follows:

BUILDING	$	11,700
EXEMPTION	$	0
NET VALUE	$	11,700
LAND	$	262,500
EXEMPTION	$	0
NET VALUE	$	262,500
TOTAL NET VALUE	$	274,200

Installment (1 - due 8/20; 2 - due 2/20)

Tax Year	Installment	Tax Amount	Penalty Amount	Interest Amount	Other Amount	Total Amount	
2006	2	492.19				392.19	PENDING
2006	1	492.19				492.19	PAID
2005	2	419.44				419.44	PAID
2005	1	419.44				419.44	PAID
2004	2	178.31				178.31	PAID
2004	1	178.32				178.32	PAID

Total Amount Due: 392.19

Penalty and Interest Computed to: 10/26/2006

NOT FOR PUBLICATION IN WEST'S HAWAI'I REPORTS AND PACIFIC REPORTER

Electronically Filed
Intermediate Court of Appeals
CAAP-12-0001030
10-JUN-2013
08:52 AM

NO. CAAP-12-0001030

IN THE INTERMEDIATE COURT OF APPEALS

OF THE STATE OF HAWAI'I

GLORIA S. FUKUMITSU, Trustee of the
Marvin H. Fukumitsu Revocable Trust, Plaintiff-Appellee,
v.
GEORGE RUISUKU FUKUMITSU; MOSES KEAOPOLOHIWA KEAULANI, et al.,
Defendants-Appellants
and
RAYMOND IWALANI KAMAKA AND STANLEY KAMAKANANAHUKILANI KAMAKA,
Real Parties in Interest-Appellants

APPEAL FROM THE CIRCUIT COURT OF THE FIRST CIRCUIT
(CIVIL NO. 08-1-0843)

ORDER DISMISSING APPEAL PURSUANT TO HRAP RULE 30
(By: Nakamura, C.J., Foley and Reifurth, JJ.)

Upon review of the record, it appears that:

(1) On November 15, 2012, Real Parties in Interest-Appellants HRH Raymond Iwalani Kamaka and HRH Stanley Kamakananahukilani Kamaka, Royal Heirs of Kamehameha, Royal Order of Kamehameha I, APAG (Appellants), pro se, filed a notice of appeal;

(2) The record on appeal was filed February 20, 2013, an amended record on appeal was filed February 22, 2013, and the appellate clerk informed Appellants that the statement of jurisdiction was due by March 7, 2013, and the opening brief was due by April 8, 2013;

(3) Appellants did not file either document;

(4) On May 24, 2013, the appellate clerk informed Appellants that the time for filing the statement of jurisdiction and opening brief had expired and, pursuant to Rule 30 of the Hawai'i Rules of Appellate Procedure, the matter would be called to the court's attention on June 3, 2013, for such action as the court deems proper, which could include dismissal; and

(5) Thereafter, Appellants did not file a statement of jurisdiction or opening brief, or respond to the default notice. Therefore,

IT IS HEREBY ORDERED that the appeal is dismissed.

DATED: Honolulu, Hawai'i, June 10, 2013.

Chief Judge

Associate Judge

Associate Judge

Ka Huli O Hāloa

AUTHORIZATION RESOLUTION OF Ka Huli o Hāloa

The board of Ka Huli o Hāloa Board ("KHOH"), a 501(c)3 corporation in the State of Hawaii, met. We hereby certify the following resolutions were adopted and ever since have been and now are in full force and effect.

RESOVLED that in all contracts, bid proposals, Memorandum of Understanding, formal work agreements, and/or any documents requiring authorized signature of the agency, the Board Chair, Teresa Makuakane-Drechsel, shall be authorized to sign on behalf of Ka Huli o Hāloa.

RESOVLED that for document and/or contractual agreements that will obligate the Ka Huli o Hāloa over the amount of $10,000, the additional signature of the Board Treasurer shall provide the second signature on behalf of Ka Huli o Hāloa.

We hereby certify that the authority conferred is not inconsistent with the Charter or by-laws of this Corporation.

IN WITNESS WHEREOF, the undersigned have duly executed this resolution on August 24, 2014.

Name: Teresa Makuakane-Drechsel, Chair

Name: Kehaulani Lum, Director

Name: Katherine A. Tibbetts, Vice Chair

Name: Noelle Kahanu, Director

Name: Cyndy K. Hennessey-Aylett Secretary

Name: Calvin I. Hoe Director

Name: Charlene Hoe, Treasurer

STATE OF HAWAII
STATE PROCUREMENT OFFICE

CERTIFICATE OF VENDOR COMPLIANCE

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs (DCCA).

Vendor Name: **KA HULI O HALOA**

DBA/Trade Name: **KA HULI O HALOA**

Issue Date: **04/28/2015**

Status: **Compliant**

Hawaii Tax#:
FEIN/SSN#: XX-XXX5246
UI#: No record
DCCA FILE#: 204246

Status of Compliance for this Vendor on issue date:

Form	Department(s)	Status
A-6	Hawaii Department of Taxation	Compliant
	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Exempt
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

Status Legend:

Status	Description
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	The entity is compliant with DLIR requirement
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information

Exhibit B

Checklist for Legacy Land Conservation Program (LLCP) Projects

The following items must be completed to the STATE's satisfaction prior to the final award:

- [ ] Title report review A current title report of the Property must be submitted to and reviewed through the Department of Land and Natural Resources, Land Division ("LD").

- [ ] Appraisal certification. AWARDEE shall first supply LD a current title report, then contact LD regarding certification requirements prior to issuing appraisal instructions for a new appraisal or ordering an update of a pre-existing appraisal. An appraisal of the Property must be done and submitted to the LLCP and the Awardee must produce an independent review report using specific instructions from LLCP and LD, with final approval by the Chairperson of the Board of Land and Natural Resources.

- [ ] Matching funds and project accounting. Evidence of matching funds, as required by law, must be provided to LLCP. AWARDEE must provide an accounting of all LLCP grant funds to be expended, evidenced by supporting documentation.

- [ ] Escrow. Funds that are to be used for the purchase of property will be deposited directly into escrow by LLCP. AWARDEE must provide a copy of the escrow instructions, the account number, and a tentative buyer's statement to the LLCP.

- [ ] Title insurance. AWARDEE must obtain title insurance in the full amount of the purchase price, insuring that the title to the Property is vested in the AWARDEE.

- [ ] Environmental inspection. AWARDEE must conduct an environmental inspection to determine whether there is any environmental contamination or potential for contamination on the property. One or more Environmental Site Assessment(s) (ESA) may be required by STATE. If an environmental condition is found, a Phase II and appropriate remediation (at the cost of awardee) will be required prior to disbursal of funds. AWARDEE must complete the form supplied by the LLCP and return to the LLCP before funds may be disbursed.

- [ ] Chapter 343, HRS, compliance. An Environmental Assessment and/or Cultural Assessment as may be required by law.

- [ ] Resource value documentation. AWARDEE shall submit a written statement and photographs that reflect the current status and condition of the resources for which the land is to be protected. The statement shall be certified by AWARDEE and the photographs shall be taken from identifiable locations on the Property.

- ☐ Purchase and Sale Agreement. AWARDEE shall submit a copy of the purchase and sale agreement in final draft form.

- ☐ Deed. AWARDEE shall submit a copy of proposed deed prior to execution of deed for review and approval by STATE. The purchase price of the property must be included in the deed.

STATE OF HAWAII
AMENDMENT NO. 1
TO LEGACY LAND CONSERVATION PROGRAM
GRANT AGREEMENT
(CONTRACT NO. 63824)

This Amendment, entered into on March 15, 2017, by and between the BOARD OF LAND AND NATURAL RESOURCES, STATE OF HAWAII ("STATE"), by its Chairperson, whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813, and Ka Huli O Hāloa ("AWARDEE"), a nonprofit corporation under the laws of the State of Hawaii, whose business address and federal and state taxpayer identification numbers are as follows:
Post Office Box 1159, Kāne'ohe, Hawai'i 96744; 75-3115246; 18965987.

RECITALS

A. WHEREAS, the STATE and the AWARDEE entered into a State of Hawaii Legacy Land Conservation Program Grant Agreement dated March 20, 2015 (hereinafter referred to as the "Agreement"), whereby the AWARDEE agreed to the terms described in the Agreement; and

B. WHEREAS, the parties now desire to amend the Agreement to extend the time of performance; and

C. WHEREAS, on January 22, 2016, the STATE approved an amendment to the Agreement in order to facilitate the provision of matching funds by the City and County of Honolulu ("CCOH"); and

D. WHEREAS, the STATE and the AWARDEE now desire to amend the agreement to (1) designate the Hawaiian Islands Land Trust (HILT) as the Administrative Holder of the conservation easement and CCOH as the Co-holder of the conservation easement, and (2) modify the requirements of the conveyance document from Awardee to HILT and CCOH to facilitate the provision of matching funds by CCOH,

NOW, THEREFORE, the STATE and the AWARDEE mutually agree to amend the Agreement as follows:

1. The Time Schedule set forth as Attachment 2 to the Agreement is hereby amended to extend the time of performance from "AWARDEE shall complete the acquisition of the Property and record the conveyance no later than March 20, 2017" to "AWARDEE shall complete the acquisition of the Property and record the conveyance no later than March 20, 2018."

2. The Compensation and Payment Schedule set forth as Attachment 3 to the Agreement is hereby amended to extend the time of performance from "The request for payment must be received by the LLCP by March 6, 2017" to "The request for payment must be received by the LLCP by March 6, 2018."

3. The Compensation and Payment Schedule set forth as Attachment 3 to the Agreement is hereby amended to extend the time of performance from "Within thirty (30) days of acquiring

the Property, but no later than March 20, 2017, AWARDEE shall submit to the STATE a copy of the recorded conveyance document transferring ownership of 1.5 acres, more or less, in Ko'olaupoko, Island of O'ahu, to AWARDEE" to "Within thirty (30) days of acquiring the Property, but no later than March 20, 2018, AWARDEE shall submit to the STATE a copy of the recorded conveyance document transferring ownership of 1.5 acres, more or less, in Ko'olaupoko, Island of O'ahu, to AWARDEE."

4. Attachment 1 to the Agreement, "Scope of Performance," is hereby amended to substitute the following language for the corresponding first sentence of the **Project Description**:

"The AWARDEE shall use funds from the Legacy Land Conservation Program ("LLCP") for land acquisition of: 1.5 acres, more or less, in Ko'olaupoko, Island of O'ahu, including the transfer of a conservation easement to the Hawaiian Islands Land Trust as Administrative Holder and the City and County of Honolulu as Co-Holder ("Property") for the protection of resource values stated in Sections "C," "D," and "G" of the Project Application attached hereto as Exhibit A."

5. Attachment 1 to the Agreement, "Scope of Performance," is hereby amended to substitute the following language for the corresponding part 7 of the **Performance** section:

"7. The document of conveyance to the Hawaiian Islands Land Trust and the City and County of Honolulu shall include the following paragraphs:

> "The fee interest that this conservation easement encumbers has been acquired with funds from a grant by the State of Hawaii, Department of Land and Natural Resources, Legacy Land Conservation Program ("LLCP") through grant agreement number 63824, dated March 20, 2015, as amended, and is subject to all of the terms and conditions of the grant agreement and Chapter 173A, Hawaii Revised Statutes.
>
> The Administrative Holder of the conservation easement shall also be subject to the terms and conditions of the grant agreement to the extent applicable under the Administrative Holder's rights and responsibilities under the conservation easement.
>
> Owner (Awardee under the LLCP Agreement) covenants that the property shall be managed consistently with the purposes for which it was awarded an LLCP grant and Chapter 173A, Hawaii Revised Statutes.
>
> The Administrative Holder, for itself, its successors and assigns does hereby covenant that it shall not dispose of, encumber its title or other interests in, or convert the use of this conservation easement without the written approval of the Department of Land and Natural Resources or its successor agencies.
>
> Nothing in this conservation easement is intended as, nor shall it be deemed to constitute, a waiver by the State of its rights or obligations under Chapter 173A, Hawaii Revised Statutes.
>
> In the event of a sale or transfer of the fee interest in the Property, which sale or transfer would be subject to the applicable covenants and restrictions in the deed to

Owner and in the Nondisturbance and Attornment Agreement dated on or about the date of this Easement, this Easement shall continue to burden the Property inasmuch as this Easement is a covenant running with the land in perpetuity. With regard to Co-Holder's rights and obligations under this Easement, in the event of a conflict between this Easement on the one hand, and the LLCP Agreement or Chapter 173A, Hawaii Revised Statutes, on the other hand, this Easement shall control."

6. Attachment 1 to the Agreement, "Scope of Performance," is hereby amended to add part 8 to the **Performance** section, as follows:

"8. Owner (Awardee under the LLCP Agreement) covenants that the property shall be managed consistently with the purposes for which it was awarded an LLCP grant and Chapter 173A, Hawaii Revised Statutes."

The entire Agreement, as amended herein, shall remain in full force and effect.

This Amendment to the Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN VIEW OF THE ABOVE, the parties execute this Amendment by their signatures, to be effective as of the date first above written.

APPROVED AS TO FORM:

Deputy Attorney General

STATE

Chairperson
Board of Land and Natural Resources

AWARDEE

By Teresa Brakeskane-Drechsel

Its Ka Huli o Halua, Board Secretary
(Title)

*Evidence of authority of the AWARDEE's representative to sign this amended agreement for the AWARDEE must be attached.

AWARDEE'S ACKNOWLEDGMENT

STATE OF HAWAII)
) SS.
City & COUNTY OF Honolulu)

On this 13th day of March, 2017, before me personally appeared Teresa Makwakane-Drechsel, to me personally known, who being by me duly sworn, did say that he/she is the Board Secretary of Livable Hawaii Kai Hui, the AWARDEE named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the AWARDEE, and acknowledges that he/she executes said instrument as the free act and deed of the AWARDEE.

Notary Public, State of Hawaii

My commission expires: 8-5-2020

Notary Seal Affixed:

LEAH LARAMEE NOTARY 12-266 PUBLIC STATE OF HAWAII

LEAH LARAMEE NOTARY 12-266 PUBLIC STATE OF HAWAII

Doc. Date: undated # Pages 4

Notary Name: LEAH LARAMEE 1st Circuit

Doc. Description Amendment No 1 to Legacy Land conservation Program

Notary Signature Date 3/13/17

STATE OF HAWAII
AMENDMENT NO. 2
TO LEGACY LAND CONSERVATION PROGRAM
GRANT AGREEMENT
(CONTRACT NO. 63824)

This Amendment, entered into on March 16, 2018, by and between the BOARD OF LAND AND NATURAL RESOURCES, STATE OF HAWAII ("STATE"), by its Chairperson, whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813, and Ka Huli O Hāloa ("AWARDEE"), a nonprofit corporation under the laws of the State of Hawaii, whose business address and federal and state taxpayer identification numbers are as follows:
Post Office Box 1159, Kāne'ohe, Hawai'i 96744; 75-3115246; 18965987.

RECITALS

A. WHEREAS, the STATE and the AWARDEE entered into a State of Hawaii Legacy Land Conservation Program Grant Agreement dated March 20, 2015 (hereinafter referred to as the "Agreement"), which was amended by State of Hawaii Amendment No. 1 to Legacy Land Conservation Program Grant Agreement dated March 15, 2017 (hereinafter referred to as "Amendment No. 1") whereby the AWARDEE agreed to the terms described in the Agreement and Amendment No. 1; and

B. WHEREAS, the parties now desire to amend the Agreement to extend the time of performance,

NOW, THEREFORE, the STATE and the AWARDEE mutually agree to amend the Agreement as follows:

1. The Time Schedule set forth as Attachment 2 to the Agreement is hereby amended to extend the time of performance from "AWARDEE shall complete the acquisition of the Property and record the conveyance no later than March 20, 2018" to "AWARDEE shall complete the acquisition of the Property and record the conveyance no later than March 20, 2019."

2. The Compensation and Payment Schedule set forth as Attachment 3 to the Agreement is hereby amended to extend the time of performance from "The request for payment must be received by the LLCP by March 6, 2018" to "The request for payment must be received by the LLCP by March 6, 2019."

3. The Compensation and Payment Schedule set forth as Attachment 3 to the Agreement is hereby amended to extend the time of performance from "Within thirty (30) days of acquiring the Property, but no later than March 20, 2018, AWARDEE shall submit to the STATE a copy of the recorded conveyance document transferring ownership of 1.5 acres, more or less, in Ko'olaupoko, Island of O'ahu, to AWARDEE" to "Within thirty (30) days of acquiring the Property, but no later than March 20, 2019, AWARDEE shall submit to the STATE a copy of the recorded conveyance document transferring ownership of 1.5 acres, more or less, in Ko'olaupoko, Island of O'ahu, to AWARDEE."

The entire Agreement, as amended herein, shall remain in full force and effect.

This Amendment to the Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN VIEW OF THE ABOVE, the parties execute this Amendment by their signatures, to be effective as of the date first above written.

APPROVED AS TO FORM:

Deputy Attorney General

STATE

Chairperson
Board of Land and Natural Resources

AWARDEE

By

Its Board Secretary *
(Title)

*Evidence of authority of the AWARDEE's representative to sign this amended agreement for the AWARDEE must be attached.

AWARDEE'S ACKNOWLEDGMENT

STATE OF HAWAII)
) SS.
City & COUNTY OF Honolulu)

On this 13th day of March, 2018, before me personally appeared Teresa Makuakane-Drechsel, to me personally known, who being by me duly sworn, did say that he/she is the Board Secretary of Ka Huli o Hāloa, the AWARDEE named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the AWARDEE, and acknowledges that he/she executes said instrument as the free act and deed of the AWARDEE.

Notary Public, State of Hawaii

My commission expires: 8-5-2020

Notary Seal Affixed:

LEAH LARAMEE NOTARY 12-266 PUBLIC STATE OF HAWAII

Doc. Date undated #pages: 3

Notary Name: Leah Laramee Circuit: 1st

Doc. Description: Amendment No. 3 to Legacy Land Conservation Program Grant Agreement

Notary Signature: Date: 3/13/18

LEAH LARAMEE NOTARY 12-266 PUBLIC STATE OF HAWAII

Ka Huli O Hāloa

AUTHORIZATION RESOLUTION

We hereby certify at a meeting of the Board of Directors of Ka Huli o Hāloa, a Corporation organized and existing under and, by virtue of the laws of the State of Hawaii, the following resolutions were adopted and ever since have been and now are in full force and effect.

RESOLVED that in all contracts, bid proposals, Memorandum of Understanding, formal work agreements, and/or any documents requiring authorized signature of the agency, any of the Board Officers below shall be authorized to sign on behalf of Ka Huli o Hāloa.

RESOLVED that for documents and/or contractual agreements that will obligate Ka Huli o Hāloa over the amount of $500.00, the additional signature of the Board Treasurer shall provide the second authorizing signature on behalf of Ka Huli o Hāloa.

We hereby certify that the authority conferred is consistent with the Charter or by-laws of this Corporation.

Approved by the Board of Directors on this date: March 4, 2018

Chairperson

Vice-Chairperson

Secretary

Treasurer

STATE OF HAWAII
STATE PROCUREMENT OFFICE

CERTIFICATE OF VENDOR COMPLIANCE

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs

Vendor Name: **KA HULI O HALOA**

DBA/Trade Name: **KA HULI O HALOA**

Issue Date: **02/27/2018**

Status: **Compliant**

Hawaii Tax#:
New Hawaii Tax#:
FEIN/SSN#: XX-XXX5246
UI#: No record
DCCA FILE#: 204246

Status of Compliance for this Vendor on issue date:

Form	Department(s)	Status
A-6	Hawaii Department of Taxation	Compliant
	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Exempt
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

Status Legend:

Status	Description
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	The entity is compliant with DLIR requirement
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information

EXHIBIT D: June 22, 2018

Hakipu`u Lo`i Kalo Site Visit Report

Tuesday Nov. 19, 2013, 3:45 – 5:30 p.m.

Present:

- Thorne Abbott, Legacy Land Conservation Commissioner
- Joan Canfield, Legacy Land Conservation Commissioner
- Laura Kaakua, Native Lands Project Manager, The Trust for Public Land
- Maxine Cobb-Adams, Intern, The Trust for Public Land
- Londa Fukumitsu, former tenant and farmer, representing the Fukumitsu `Ohana (with her grandson Kamakani)
- Teresa Makuakane-Drechsel, Board Chairperson, Ka Huli O Haloa
- Kehaulani Lum, Board Member, Ka Huli O Haloa
- Kala Hoe, Teacher, Cultural Resources Specialist and part of the Administrative Team, Hakipu`u Learning Center
- Kylee Omo, Board Chairperson, Hakipu`u Learning Center
- Molly Schmidt, Legacy Land Conservation Program Coordinator
- Carli Gardner, Legacy Land Conservation Program Intern

After informal conversation, Kala opened our visit with an `oli. Each of the 11 present introduced ourselves and offered a perspective on our role. All 5 representing the project spoke from the heart about their connection to Hakipu`u, either through living adjacent to the subject property; having generations of family reside in, farm and fish this ahupua`a; serve on the staff or board of the charter school dedicated to this ahupua`a (Hakipu`u Learning Center); and/or serve on the non-profit created to benefit community-based learning (Ka Huli O Haloa) and focused on this charter school. I can't recall attending a Legacy site visit with this degree of connection to the land by so many present.

The property (2 adjacent parcels totaling 1.5 acres) has a beautiful view mauka to the ridge above Kualoa, and makai to the edge of Kane`ohe Bay. It feels quite remote from the activity of Kamehameha Highway and greater O`ahu, down a narrow lane with neighbors greeting us as they worked in their yards.

Kualoa Ranch owns the narrow strip of land separating the property from the Bay and Moli`i Fishpond, but there is a traditional right of access to the Bay by the landowner family, which would convey with the sale. Kualoa Ranch has a good relationship with the family and Hakipu`u Learning Center, and is fully expected to continue allowing access. Kualoa Regional Park is another partner, and plans with the Park and Ranch include restoring Moli`i Fishpond to active production. The extensive rock wall of the fishpond ends close to the subject property. We walked out on the rock wall to a weir that afforded a stunning view of the pond, that end of the bay, and the wooded grounds at the southern end of Kualoa Regional Park.

The current landowner is elderly and is forced to sell the property to support a family member with special needs. She does not reside on the property, where a house is in disrepair and

most of the lo`i kalo are fallow. The `auwai leading from Hakipu`u Stream, which runs on the far side of Johnson Road, are not currently cleared. However, as soon as the land transfer occurs, the family and Center plan to repair the `auwai and bring the lo`i back into production on a rotating basis. They should be quite productive, having lain fallow for years, and due to the rich soil type, according to a geologist who was part of the CWNL site visit earlier this year.

We saw a pair of ae`o wheeling over the fallow lo`i. Endangered waterbirds would be expected to visit the lo`i more frequently when they come back into production.

The project representatives discussed their plans for the site. Near-term, they would convert the condemned house or its foundation to a meeting place for the Center's outdoor classroom activities both on land and in the bay. The Center now conducts much of its program in Kane`ohe, at Windward Community College. As the `auwai and lo`i are restored, goals include food production and community involvement. In the longer-term, they envision a demonstration site for students on the windward side and for the public. They describe this site as a piko. Indeed, their vision conjures up a jewel with many facets, for education, food security, and cultural cohesion.

The CWNL Commission has recommended funding for this project. The landowner's letter makes clear her interest in maintaining use of this property in a manner honoring her late husband and the generations of his family that have grown kalo there. Laura confirms that no further kuleana title disputes are anticipated. We did not specifically discuss the financial resources of Ka Huli O Kaloa and the Center, in terms of underwriting management of the property. However, the commitment from those present and the organizations and community they represent were quite compelling.

Londa closed the visit with a prayer. Informal conversation continued for some time.

Submitted by Joan Canfield, Nov. 29, 2013.

Minutes of the December 3, 2013, Legacy Land Conservation Commission Meeting

Date: December 3, 2013
Time: 8:30 a.m. to 11:30 a.m.
Place: Room 325, Kalanimoku Bldg., Punchbowl St., Honolulu, Hawaii

COMMISSION MEMBERS PRESENT:
Mr. Thorne Abbott
Ms. Lori Buchanan
Dr. Joan E. Canfield
Mr. Kaiwi Nui
Mr. Herbert ("Monty") Richards
Dr. Robert J. Shallenberger
Dr. John Sinton

STAFF:
Carli Gardner, DLNR, DOFAW
Molly Schmidt, DLNR, DOFAW

PUBLIC:
Noa Ching
Lea Hong
Laura Kaakua
Brutus Labenz
Ikaika Nakahashi
David Smith
Marigold Zoll

MINUTES:

ITEM 1. Call to order and introduction of members and staff.

Legacy Land Conservation Commission ("Commission") members, staff, and members of the public introduce themselves.

ITEM 2. Disclosure by members of the Commission of any potential conflicts of interest involving Fiscal Year 2014 (FY14) projects (Please see the list of applicants attached to the agenda).

There were no potential conflicts of interest involving FY14 projects.

ITEM 3. Discussion of the process and method by which the Commission will form recommendations to the Department and Board of Land and Natural Resources regarding FY14 project funding.

Ms. Schmidt explained the process and method by which the Commission will form recommendations to the Department and Board of Land and Natural Resources regarding FY14

project funding. It was explained that the Commission would utilize criteria from The Legacy Land Conservation Program Administrative Rules Chapter 13-140 to rank the projects from 1 to 5 (the forms utilized to rank the projects are on public record and can be found in the Commission record). Ms. Schmidt explained that Staff would tally the scores and produce the averages to provide the project ranks. The Commission's recommendations would be forwarded to the Board of Land and Natural Resources for project funding in the order listed to the extent that funds were available. There were no further questions from the Commission members.

Chair Kaiwi stated the total ask from Legacy Land for FY14 was $7.58 million, he asked staff to confirm the FY14 grant budget. Ms. Schmidt said the budget was $4.5-$4.6 million, Chair Kaiwi suggested the Commission assume a $4.5 million budget.

Chair Kaiwi discussed the option of partial funding for projects. Ms. Schmidt explained that a request of partial funding after the projects were already ranked came down to an issue of fairness. It was mentioned that the Commission's criteria to rank projects included a consideration of the project funds requested.

Chair Kaiwi asked which projects were ranked in the top five for Clean Water and Natural Lands (City and County) funds. Member Canfield stated that Aina Haina Nature Preserve was ranked number one, Hakipuu Loi Kalo was ranked number two, and Hooulu Ola was ranked number four.

There was another discussion about partial funding. Ms. Schmidt explained partial funding was awarded once in the case where two projects were tied for the last ranking in Fiscal Year 2009.

Lea Hong asked staff what would happen to the money if any previous projects died. Ms. Schmidt explained that funds were encumbered specific to the project for past fiscal years and funding could not be rededicated to another fiscal year. It was mentioned that the money would go back into the Land Conservation Fund and be distributed in a future years grant cycle.

Member Sinton discussed the issue of the Commission encountering projects bigger than the Legacy Land Conservation Program, he asked if there was a mechanism in the State to handle these sorts of projects. Ms. Schmidt explained that project applicants, such as Trust for Public Lands, often recognized this issue and sought funding from other organizations. Member Shallenberger explained that this year, the Kuamoo project, was seeking majority of the Legacy Land funds and seemed to fit the category Member Sinton discussed. Member Shallenberger asked if the Commission could look to the State when there were insufficient funds. Member Abbott suggested the Commission write to the Legislature in support of projects which they were unable to fund. Chair Kaiwi explained that the Commission's kuleana was to merit the projects they had in front of them based on their expertise in order to submit them to the DLNR for a request of full funding.

ITEM 4. Discussion by members of the Commission of the FY14 project applications and supplementary materials and recommendations to the Department and Board of Land and Natural Resources regarding funding for FY14 project applicants (please see the list of applicants attached to the agenda).

Member Sinton mentioned that geology was not listed as a priority for the Legacy Land Conservation Program, he wanted to see it added to the list of priorities. It was stated that there was unique geology in the Manu Nui Lava Tube; however, Member Sinton explained that he did not observe a particular threat to the lava tube itself.

Member Shallenberger discussed the forest above the lava tube, he mentioned the potential research successes the lava tube would provide. Member Canfield asked if the conservation easement would be an issue for the Cave Conservancy, Member Shallenberger did not think it would be.

Member Richards discussed the potential threats to caves and explained that there are many undiscovered caves on the Island of Hawaii.

Member Canfield explained that she wanted to see more match funding for the project.
Chair Kaiwi expressed his opinions on the Manu Nui project, he explained the Native Hawaiian cultural customs regarding cave systems and mentioned that caves are sacred burial sites. Chair Kaiwi pointed out that during their presentation, the Cave Conservancy defined a cave system and had skipped over the section noting "Native Hawaiian burials." It was stated that the Cave Conservancy lacked a sense of place and community engagement in their project proposal that projects such as Hooulu Ola and Hakipuu Loi Kalo clearly demonstrated. Chair Kaiwi commented on the beauty of the Manu Nui Lava Tube and mentioned that the threat was publicizing it. There was disappointment in the Cave Conservancy's lack of cultural sensitivity; Member Shallenberger agreed, he explained that the proposal did not reflect any sensitivity to the cultural issues and wanted to see more effort in the application.

Member Buchanan stated her opinion; she thought Manu Nui Lava Tube should be protected from human use because it was already well documented and photographed. Member Buchanan stated her appreciation to the Cave Conservancy for providing their rules and regulations under the State, she believed the Cave Conservancy had good intention to protect the Manu Nui Lava Tube; however, there was still an issue of cultural protocol.

There was no further discussion on the Manu Nui Lava Tube project.

Commission members discussed Hakipuu Loi Kalo. Member Sinton was in full support of the project. Chair Kaiwi asked Ms. Kaakua if John Morgan was in support of the project. Ms. Kaakua explained that the Kahaluu Neighborhood Board, John Morgan, and Kualoa Ranch were all in support of the project.
Member Shallenberger mentioned that he was confident the project would extend outside of the Hakipuu Learning Center to connect the outer communities. Chair Kaiwi and Member Canfield agreed.

Member Buchanan discussed the previous legal issues with the property, Ms. Kaakua explained that the water rights have been secured and there are no remaining legal issues with the property.

Chair Kaiwi discussed the generational battle associated with the Hakipuu Loi Kalo project, he explained that this project would be a success for multiple families.

Ka Huli O Hāloa

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April 6, 2018

TO: David Penn, Legacy Land Conservation Program
DLNR/Division of Forestry and Wildlife

FROM: Ka Huli O Hāloa Board of Directors

RE: Hakipu'u Lo'i Kalo Legacy Land Conservation Program Grant Agreement

Dear David,

On behalf of the Board of Ka Huli O Hāloa (KHOH), we wish to amend the existing Legacy Land Grant Agreement 14-02 for Hakipu'u Lo'i Kalo to replace KHOH with the 501(c)3 nonprofit Ho'ala 'Āina Kūpono as the grantee.

KHOH includes board members who are relatives of the family that descends from the Hakipu'u lo'i kalo parcels, and KHOH has realized that family relations may complicate land stewardship. KHOH believes that a more neutral nonprofit, such as Hō'ala 'Āina Kūpono, would be better positioned to work with all stakeholders to achieve the vision of the Hakipu'u lo'i kalo as a cultural kīpuka (oasis).

The mission of Hō'ala 'Āina Kūpono,

> *Through advocacy, community-based economic development projects, cultural and sustainability education, and ma ka hana ka 'ike (building knowledge through practice and leading by example), we perpetuate traditional wisdom from our kūpuna (ancestors) and restore our collective kuleana (responsibility) to mālama 'āina, mālama 'ohana, and ho'oikaika pilina kānaka (care for the land, our families, and strengthen community relationships)*

as well the educational and cultural experiences and expertise of their nonprofit founders and current board members assures us that the Hakipu'u lo'i kalo property will thrive under their care. It is our understanding that Hō'ala 'Āina Kūpono will soon provide you with a letter expressing its willingness and desire to enter into and fulfill the responsibilities of the Hakipu'u Lo'i Kalo Legacy Land Grant Agreement with the State.

We thank you for your assistance, professionalism and guidance over the last few years. And we hope to have other opportunities to collaborate with you again in the future.

Mahalo nui loa,

Teresa Makuakane-Drechsel

Teresa Makuakane-Drechsel, Board Secretary

Ka Huli O Hāloa | P.O. Box 1159 Kāne'ohe, Hawai"i 96744 | Phone: (808) 235-9155

THE TRUST FOR PUBLIC LAND

HAWAI'I
1003 Bishop St.
Pauahi Tower, Ste. 740
Honolulu, HI 96813
T: 808.524.8694
F: 808.524.8565
tpl.org

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Legacy Land Conservation Program
DLNR/Division of Forestry and Wildlife
Attn: David Penn, Coordinator

May 4, 2018

RE: Hakipuʻu Loʻi Kalo Legacy Land Conservation Program Grant Agreement

Aloha David,

The Trust for Public Land supports amending the existing Legacy Land Grant Agreement 14-02 for Hakipuʻu Loʻi Kalo to replace Ka Huli O Hāloa (Ka Huli) with the 501(c)3 nonprofit Hoʻala ʻĀina Kūpono (Hoʻala) as the grantee. Ka Huli has already submitted a letter to you requesting and supporting the change in grantee from Ka Huli to Hoʻala.

When The Trust for Public Land and Ka Huli applied to the Legacy Land Conservation Commission for support of a purchase, the land was owned by Gloria S. Fukumitsu, in her role as Trustee of that certain unrecorded Marvin H. Fukumitsu Revocable Trust. Wanting to see the land purchased and protected by The Trust for Public Land and Ka Huli, Gloria Fukumitsu signed a purchase agreement with The Trust for Public Land. The Trust for Public Land and Ka Huli applied for funds from the State Legacy Land Conservation Commission ($350,000) and the City and County of Honolulu Clean Water and Natural Lands Commission ($650,000). Both commissions recommended the requested funding, and funds were approved by the State Board of Land and Natural Resources, and the Honolulu City Council.

There was a delay in accessing the City funds, and Gloria Fukumitsu was financially unable to continue holding the property. Amidst competing purchase offers, The Trust for Public Land's board approved taking out a loan to purchase the land as a bridge or temporary owner. The Trust for Public Land's objective was to preserve the opportunity to protect these lands that represent the only loʻi left in Hakipuʻu that have been in continuous cultivation since ancient times, and a place for community and our youth to come together and perpetuate Hawaiian cultural practices. The Trust for Public Land is the current fee owner of the Hakipuʻu Loʻi Kalo property. The Trust for Public Land looks forward to conveying the land to Hoʻala ʻĀina Kūpono, and completing this project with the State Legacy Land Conservation Program, the City and County of Honolulu, and Hoʻala.

We are incredibly grateful for the hard work, time, and financial resources that Ka Huli invested in protecting the Hakipuʻu Loʻi Kalo property, and will continue to look to them as a valued community partner and advisor moving forward. Without Ka Huli's aloha for the Hakipuʻu loʻi kalo and the broader community, we would not be in this positive position to protect the land. All parties in this effort have agreed that what is best for the land at this time is for Hoʻala to take on the kuleana of land ownership moving forward. Hoʻala is a 501(c)3 nonprofit with land and cultural

resources management experience, and expertise in community organizing, and community-based land and ocean stewardship. In addition, Hoʻala has a positive working relationship with the Fukumitsu ʻohana that has genealogical connections to this land, and we believe Hoʻala and the Fukumitsu ʻohana will work in friendship and partnership to care for this ʻāina moving forward.

Mahalo piha to you, the Legacy Land Conservation Commission, and DLNR/DOFAW for considering this request which we believe will be in the best interest of the land, and the surrounding community.

Laura H. E. Kaakua
Native Lands Project Manager
The Trust for Public Land
Phone: (808)524-8562
Email: laura.kaakua@tpl.org
www.tpl.org/hawaii

Ho'āla 'Āina Kūpono
Kahana, Ko'olau Loa, O'ahu
P.O. Box 300304 • Ka'a'awa, HI 96730

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Legacy Land Conservation Commission
DLNR/Division of Forestry and Wildlife
Attn: David Penn, Coordinator

RE: Hakipuʻu Loʻi Kalo Legacy Land Conservation Program Grant Agreement

May 8, 2018

Aloha Legacy Land Conservation Commissioners,

On behalf of the Board of the 501(c)3 nonprofit Hoʻala ʻĀina Kūpono, we would like to support the effort to protect the Hakipuʻu Loʻi Kalo by becoming the future nonprofit landowner, and working in partnership with area schools, Hakipuʻu descendants including the Fukumitsu ʻohana, and the broader Koʻolau community to care for this significant place.

We have met with the current Hakipuʻu Loʻi Kalo Legacy Land grantee Ka Huli o Hāloa, The Trust for Public Land, and the Fukumitsu ʻohana who descend from this land. All partners in this effort have asked Hoʻala ʻĀina Kūpono (Hoʻala) to take on the kuleana of landowner and land manager moving forward. We are writing to this commission to request that you approve amending the existing Legacy Land Grant Agreement 14-02 to replace Ka Huli o Hāloa with Hoʻala ʻĀina Kūpono as the grantee.

Hoʻala is humbled to use our experience in caring for ʻāina, kai, and fishponds, and organizing community stewardship efforts, to serve the Hakipuʻu loi kalo and surrounding community. In understanding interconnections of place and people, we seek to build a reciprocity of learning that can further Hoʻala's projects in Kahana. Hoʻala maintains a positive working relationship with the Fukumitsu ʻohana who have participated in our stewardship days at Huilua fishpond and Kahana Bay, has invited an ʻohana representative join Hoʻala's board, and has begun land stewardship planning discussions with the ʻohana.

We are grateful for the time and hard work of Ka Huli o Hāloa, which carried the project to this point, and we are thankful to be able to call on them as community leaders, place-based educators, and experts in curriculum as we make progress. We look forward to continuing this land protection effort with The Trust for Public Land and the Fukumitsu ʻohana. We are willing to, and confident in our ability to fulfill the responsibilities of the Hakipuʻu Loʻi Kalo Legacy Land Grant Agreement with the State. We look forward to sharing more about our organization at your May 14, 2018 meeting. Please find attached our 501c3 nonprofit letter, and our organization's Vision, Mission, and Values.

Mahalo nui loa,

Kahiau Wallace, President

Hoʻala Āina Kūpono -- P.O. Box 300304, Kaʻaʻawa, Hawaiʻi 96730-0304
President Phone: (808) 313-9905 -- President Email: kahiau@hoalaainakupono.org

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 23 2009

HO'ALA 'AINA KUPONO
PO BOX 300304
KA'A'AWA, HI 96730-0304

Employer Identification Number:
80-0359663
DLN:
17053224326009
Contact Person:
JASON T SAMMONS ID# 31616
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
November 19, 2008
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

HO'ALA 'AINA KUPONO

Sincerely,

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC

Letter 947 (DO/CG)

HOʻĀLA ʻĀINA KŪPONO
(updated 08/29/17)

Vision:

E hoʻāla kānaka, e mālama ʻāina momona ma Kahana. The people arising to sustain the land and community in health and abundance in Kahana.

Mission:

Through advocacy, community-based economic development projects, cultural and sustainability education, and ma ka hana ka ʻike (building knowledge through practice and leading by example), we perpetuate traditional wisdom from our kūpuna (ancestors) and restore our collective kuleana (responsibility) to mālama ʻāina, mālama ʻohana, and hoʻoikaika pilina kānaka (care for the land, our families, and strengthen community relationships).

Values:

Aloha ʻĀina – loving and caring for the land
Mālama ʻOhana – we do this to sustain our families
Laulima – we do this by working together and networking
Puʻu Honua – always keeping this place of positivity and keeping the relationship with Kahana sacred. Kūleana to aloha. People are not accused of wrongdoings, everyone is treated the same, but that everyone is here to sustain the place and the peace. It is a big blessing and kūleana to be here.

Legacy Land Conservation Commission
DLNR/Division of Forestry and Wildlife
Attn: David Penn, Coordinator

RE: Hakipu'u Lo'i Kalo Legacy Land Conservation Program Grant Agreement

May 10, 2018

Aloha Legacy Land Conservation Commissioners,

Our 'ohana, the Fukumitsu 'ohana of Hakipu'u, O'ahu, requests your support to amend the existing Hakipu'u Lo'i Kalo Legacy Land Grant Agreement 14-02 to replace Ka Huli o Hāloa with Ho'ala 'Āina Kūpono as the grantee. Since 2012, we have been working with The Trust for Public Land and Ka Huli o Hāloa to protect the land that our ancestors farmed, and that we continue to farm. We are grateful for this Commission's past support of the Hakipu'u Lo'i Kalo conservation purchase, and ask for your continued support as the project evolves.

With Ka Huli o Hāloa's help, the project has made solid progress. The Trust for Public Land took out a loan and purchased the property as a temporary owner, the $1,000,000 purchase price has been raised through funding from the State Legacy Land Conservation Program, and City Clean Water and Natural Lands Program, Ka Huli o Hāloa drafted a land management plan and has assisted with paying property taxes and insurance, and our 'ohana has regularly monitored and cared for the land.

As we have moved forward with this effort, all of the original partners – our 'ohana, Ka Huli o Hāloa, and The Trust for Public Land – have come to realize that what is best for the land right now is to have the nonprofit Ho'ala 'Āina Kūpono take the kuleana of land ownership and management from this point forward. Ho'ala 'Āina Kūpono's land stewardship experience and positive working relationships with our 'ohana will help carry this effort forward, and are what is needed at this time. We are grateful to Ka Huli o Hāloa for all of their kōkua, financial assistance, and hard work. Ka Huli o Hāloa played a critical role in the story of these lands, and we mahalo them for what they have given and shared. We look forward to finally protecting these precious lands with your assistance, and will work as one with Ho'ala 'Āina Kūpono to help Ho'ala 'Āina Kūpono fulfill the Hakipu'u Lo'i Kalo Legacy Land Grant Agreement requirements.

Mahalo nui,

'Ohana Fukumitsu:

Keoki Fukumitsu

Kehooulu Fukumitsu

Londa Mae Fukumitsu

Kahai Fukumitsu

Kolea Fukumitsu

Maluhia Fukumitsu

EXHIBIT G: June 22, 2018
Consultation letters from House Speaker and Senate President

SCOTT K. SAIKI
Speaker

Phone No.: (808) 586-6100
FAX No.: (808) 586-6101

HOUSE OF REPRESENTATIVES
STATE OF HAWAII
STATE CAPITOL, ROOM 431
415 SOUTH BERETANIA STREET
HONOLULU, HAWAII 96813

May 22, 2018

Ms. Suzanne D. Case, Chairperson
Department of Land and Natural Resources
P.O. Box 621
Honolulu, Hawaii 96809

Dear Chair Case:

Thank you for your letter dated May 16, 2018, in which you submitted for my review and consultation a recommendation from the Legacy Land Conservation Commission. I have reviewed the proposed amendment to the agreement with Ka Huli O Hāloa for a grant from the Land Conservation Fund to preserve features, functions, and uses of land having value as a resource to the State.

I currently have no concerns or objections to the proposed amendments to the agreement with Ka Huli O Hāloa.

Sincerely,

Scott K. Saiki
Speaker of the House

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12/2006

Nonrefundable Filing Fee: $25.00

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State of Hawaii

STATE OF HAWAII
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
Business Registration Division
335 Merchant Street
Mailing Address: P.O. Box 40, Honolulu, Hawaii 96810
Phone No. (808) 586-2727

ARTICLES OF INCORPORATION

(Section 414D-32, Hawaii Revised Statutes)

11/20/2008200007

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

The undersigned, desiring to form a nonprofit corporation under the laws of the State of Hawaii, certify as follows:

I

The name of the corporation shall be:

Ho'āla Āina Kūpono

II

The mailing address of the corporation's initial principal office is:

P.O. Box 300304 Ka'a'awa, HI 96730

III

The corporation shall have and continuously maintain in the State of Hawaii a registered office and a registered agent. The agent may be an individual resident of Hawaii, a domestic entity or a foreign entity authorized to transact business in the State, whose business office is identical with the registered office.

a. The name (and state or country of incorporation, formation or organization, if applicable) of the corporation's registered agent in the State of Hawaii is:

May L. Au (Name of Registered Agent) USA (State or Country)

b. The street address of the corporation's initial registered office in the State of Hawaii is:

52-222 Kahana Valley Road
Hauula, HI 96717

11/20/2008200007

11/20/2008 20007

IV

The name and address of each incorporator is:

Name	Address
May L. Au	P.O. Box 300304 Kaaawa, HI 96730
John Fox	46-142 Humu St Kaneohe, HI 96744
Shaelene Kamakaala	P.O. Box 570 Kaaawa, HI 96730
Kealaulaokamanio Leota	P.O. Box 732 Hauula, HI 96717
Kahiau Wallace	P.O. Box 300308 Kaaawa, HI 96730

V

Please check one:

- [X] The corporation has members.
- [ ] The corporation has no members.

VI

The corporation is nonprofit in nature and shall not authorize or issue shares of stock. No dividends shall be paid and no part of the income or profit of the corporation shall be distributed to its members, directors, or officers, except for services actually rendered to the corporation, and except upon liquidation of its property in case of corporate dissolution.

The undersigned certifies under the penalties of Section 414D-12, Hawaii Revised Statutes, that the undersigned has read the above statements and that the same are true and correct.

Signed this 19 day of November, 2005

May L. Au	John Fox
(Type/Print Name of Incorporator)	(Type/Print Name of Incorporator)
May L. Au	J. Fox
(Signature of Incorporator)	(Signature of Incorporator)

SEE INSTRUCTIONS PAGE. The articles must be signed by at least one individual (incorporator).

11/20/2008 20007

BYLAWS OF THE

HOʻĀLA ʻĀINA KŪPONO CORPORATION

ARTICLE I

NAME

The name of the corporation shall be Hoʻāla ʻĀina Kūpono Corporation, meaning traditional lands restored. In these Bylaws, the corporation is referred to as "HAKC".

ARTICLE II

OBJECT AND PURPOSES

Vision: E hoʻāla kānaka, e mālama ʻāina. The people of Kahana arising to sustain the land and community in health, and abundance.

Mission: Through advocacy, community-based economic development projects, cultural and sustainability education, and ma ka hana ka ʻike (building knowledge through practice, and leading by example), we perpetuate traditional wisdom from our kūpuna (ancestors), and restore our collective kuleana (responsibility) to mālama ʻāina, mālama ʻohana, and hoʻoikaika pilina kānaka (care for the land, our families, and strengthen community relationships).

Values: Aloha ʻāina - loving and caring for the land. Mālama ʻohana - we do this to sustain our families. Laulima - we do this by working together and networking. Puʻuhonua - always keeping this place of positivity, and keeping the relationship with Kahana sacred. Kūleana to aloha. People are not accused of wrongdoings, everyone is treated the same, but that everyone is here to sustain the place and the peace. It is a blessing and kūleana to be here.

The purpose and objectives of HAKC is to:

2.1 restore, protect, perpetuate, and revitalize the Ahupuaʻa of Kahana, a state cultural living park, for all of Hawaiÿi residents, and visitors.

2.2 educate all persons on the aspects, and cultural traits of our ÿäina.

2.3 maintain the following goals: care of the Valley, the Culture, Ancestors, Resources, and the People.

2.4 obtain funding through various resources to achieve our goals.

2.5 engage in any other activity authorized for a tax exempt non-profit corporation under the laws of the State of Hawaiÿi, provided that the corporation may not engage in any activity which would render it ineligible to be tax-exempt under section 501(c)(3) of the Internal Revenue Code or under the Hawaii Revised Statutes.

2.6 obtain and exercise all rights, and powers as provided for by law to a tax-exempt non-profit corporation. Not withstanding any of the above statements of purposes, and powers that are not in furtherance of the primary purposes of a tax-exempt non-profit charitable corporation.

2.7 engage in any and all activities, and pursuits as may be reasonably related to the foregoing purposes.

ARTICLE III

OFFICES

3.1 The principal office for the transaction of business for the corporation shall be in the State of Hawai‘i, County of Honolulu, at 52-222 Kahana Valley Rd., Hauÿula, HI 96717. Mailing address is P.O. Box 300304 Ka‘a‘awa, Hawai‘i 96730.

3.2 The Board of Directors is hereby granted full power and authority to change said office from on location to another in said county. The secretary shall note such change in the Bylaws, or the Bylaws may be amended to so indicate the new location.

ARTICLE IV

MEMBERSHIP

4.1 HAKC shall have no members.

ARTICLE V

BOARD OF DIRECTORS

5.1. General Powers. The affairs of HAKC will be managed by its Board of Directors to:

(a) appoint corporate officers, agents and the Executive Director, prescribe their lawful powers and duties, and determine compensation and security if necessary.
(b) plan, manage, and control the affairs of HAKC and to take all action necessary to effectuate the purposes, and objectives of HAKC.
(c) approve the HAKC annual budget, borrow money, incur indebtedness for the purposes of HAKC, and cause to be executed and delivered in the corporate name promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, or other evidences of debt and securities, and to solicit funds or donations as a non-profit corporation.
(d) appoint an executive committee, standing committee, and other committees, and delegate to the executive committee any of the powers, and authority of the Board

of Directors in the management of the affairs, and business of HAKC, except the power to prescribe the manner in which the proceedings of the executive committee shall be conducted, or any other power expressly made not delegate by Hawaii State Law.

(e) determine, and change the location of the principal office within the county, to establish subsidiary offices, adopt and use a corporate seal, and prescribe certificate of membership forms, as provided for by law.

5.2. Number, Tenure, and Qualifications. The number of Directors will be a minimum of three (3) and a maximum of seven (7). No less than three (3) individuals shall be residents of Kahana Valley. The board shall determine the terms of office. Directors must be (a) supportive of the objectives, and purposes of the corporation, and (b) have an interest in and/or knowledge of Hawaiian culture.

5.3. Board of Directors. The corporation officers shall consist of at least a President, Vice President, Secretary, and Treasurer.

(a) No less than three (3) individuals shall be residents of Kahana who are supportive of the purposes of the organization and have an interest in and knowledge of Hawaiian culture.

(b) The primary goal of this selection process is to select a Board of Directors of HAKC that fairly and reasonably represents the interest of those persons eligible to receive the services of HAKC.

ARTICLE VI

OFFICERS

6.1. President. The President, who shall also function as the Chairman of the Board, shall call and preside at all meetings of the Board and at all meetings of the Membership, shall appoint the chairperson and members of all committees of the Board and, if appropriate, the delegates and representatives of HAKC to serve with other community and national boards or organizations. The President shall serve, if he or she chooses, as a member of all committees, shall prepare and present at the regular and annual meetings of the membership a report of the activities of HAKC and shall have other powers and duties as may be prescribed by the Board of Directors or the Bylaws.

6.2. Vice-President. In the absence or disability of the President, the Vice-President shall perform all the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the president. The Vice-President shall have such other powers and perform such other duties as from time to time may be prescribed by the Board of Directors of the Bylaws.

6.3. Secretary. The Secretary shall keep or cause to be kept at the principal office or such other place as the Board of Directors may order, a book of minutes of all meetings of the board of Directors and members, with the time and place of holding, whether special or regular, and if

special, how authorized, the notice thereof given, the names of those present at director's meetings, the number of members present or represented at the membership meetings, and the proceedings thereof.

The Secretary shall give or cause to be given notice of all the meetings of the membership and the Board of Directors required by the Bylaws to be given, ad shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

6.4. Treasurer. The Treasurer shall keep and maintain or cause to be kept and maintained, adequate and correct accounts of the properties and transactions of HAKC, including accounts of its assets, liabilities, receipts and disbursements. The books of account shall at all reasonable times be open to inspection by any director.

The Treasurer shall deposit or cause to be deposited all monies and other valuables in the name of and to the credit of HAKC with such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of HAKC as may be ordered by the Board, shall render to the Board of directors and the President, whenever they request it, and account of all transactions as Treasurer and of the financial condition of HAKC and shall have such other powers and perform other duties as may be prescribed by the Board of Directors or the Bylaws.

ARTICLE VII

EXECUTIVE DIRECTOR

7.1. The Executive Director. The Executive Director serves at the pleasure of the Board of Directors, and his or her employment may be terminated, upon thirty days notice, pursuant to Article V. Section 1, of these Bylaws.

7.2. Powers. The Executive Director shall be the executive of HAKC, shall promote the object and purposes of HAKC as set forth in Article II of these Bylaws, and shall have such duties and responsibilities as prescribed by the Board of Directors in his or her job description.

ARTICLE VIII

MEETINGS OF DIRECTORS

8.1. Place of Meetings. All meetings shall be held at any place within the State of Hawai‘i as may be designated by the Board of Directors by written consent, provided the consent is given either before the meeting or after the meeting and filed with the secretary of HAKC.

8.2. Annual Meetings. The annual meeting of the members shall be held in the month of July on a date set by the Board of Directors. At the direction of the Board of Directors, the annual meeting of the members may be held in a month other than July. At such meeting, reports of the

affairs of the corporation shall be presented, and any other business may be transacted which has been established as an agenda item.

8.3. Other regular meetings. The Board of Directors may schedule other regualar meetings of the board to be held at a stated time, and place; no notice, written or otherwise, of such meetings shall be required. The Board may alter the time and place for such regular meeings from time to time.

8.4. Notice. A written or printed notice of time and place of meetings shall be given by the Secretary, by delivery, email, or by mailing such notice to each member, at such address as may appear on the records of the corporation, at least ten days prior to such meeting, or in any other manner as may be allowed by law.

8.5. Special Meetings. Special meetings of the Board may be called at any time by the board President, or by any four directors who so request in writing to the Secretary. Two days in advance of the date of the proposed special meeting, the Secretary shall send or cause to be sent, a written notice specifying the time, place, and object of such meeting to each director, at his or her usual place of business, or address as may appear on the corporate records.

8.6. Quorum. A majority of the authorized number of Directors shall be necessary to constitute a quorum for the transaction of Board of Director business, except to adjourn the meeting. Unless a greater number be required by law or the Articles of incorporation, every act and decision done and made by majority of the Directors present at a meeting duly held with a quorum present shall be regarded as that of the Board of Directors.

8.7. Attendance. Any board member, who misses three consecutive board meetings or displays inappropriate behavior, and conduct without good cause, shall be subject to removal by the Board of Directors. The removal shall become effective at the close of the third meeting. At his or her next attendance at a meeting of the Board of Directors follwoing removal, he or she may be reinstated as a board member upon a showing of "good cause." A simple majority of the board members shall be allowed to participate in discussion relating to this or her removal, but he or she may not vote on the matter. Members of the Board of Directors shall be removed, for cause shown, by a simple majority vote on the entire board, upon recommendation of a special committee of the Board appointed for consideration of such matter.

8.8. Resignation of Removal of Board Members. The resignation of any Board Member shall be in writing. It shall become effective at the next regular meeting of the Board of Directors upon reading the statement of resignationinto the Corporations minutes.

8.9. Vacancies. Should any vacancy occur in the board through death, resignation, removal, or any other cause, the board shall select a successor.

ARTICLE IX

LIABILITY AND INDEMNIFICATION OF BOARD MEMBERS

9.1. Exculpation. No director or officer of HAKC shall be liable for acts, defaults, or neglects of any other Director or officer, or for any loss sustained by HAKC, unless the same has resulted from his or her own willful misconduct, willful neglect, or willful negligence.

Section 2. Indemnification.

(a) HAKC shall indemnify each person who is a party or is threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of HAKC) by reason of the fact that he or she is or was a director of officer of HAKC. Such person shall be indemnified against reasonable expenses, judgments, fines, and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of HAKC, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself, create a presumption that the person did not act in good faith an in a manner which he or she reasonably believed to be in or not opposed to the best interest of HAKC and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful.

(b) Any indemnification under subsection (a) of this Section (unless ordered by a court) shall be made by HAKC only if authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in said subsection (a). Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or if such a quorum is not obtainable, or, even if obtainable and a quorum of disinterested directors so directs, by independent legal counsel in a written opinion to HAKC.

(c) HAKC shall not be obligated to indemnify any director or officer if such officer or director:

(1) fails to give prior written notice, or written notice as soon as practicable if prior written notice is not reasonably possible, to HAKC through its President of any expense for which such officer or director will seek reimbursement from HAKC; or

(2) fails to promptly give written notice to HAKC through its President of any pertinent action, suit or proceeding; or

(3) fails to comply with any material conditions of and requirements of any insurance policy obtained by HAKC through which such officer or director may be indemnified in whole or in part from the expenses and other consequence of any such pertinent action, suit, or proceeding.

9.3. Prohibitions. Nothing in this Article shall prohibit HAKC from providing indemnification, on a case-by-case basis as authorized by the Board of Directors, for employees or agents of HAKC other than directors or officers.

ARTICLE X

DISSOLUTION OF ORGANIZATION

10. 1. Dissolution of organization's assets. Upon the dissolution of this organization, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

ARTICLE XI

BOOKS AND RECORDS

11.1. Inspection of Corporate Records. The books of account and the minutes of proceedings of the membership and directors, and of the executive and other committees of directors shall be open to inspection upon the written demand of any member, at any reasonable time, and for the purpose reasonably related to his interests as a member. Such inspection may be made in person or by his agent or attorney, and shall include the right to reasonably make extracts. Demand of inspection other than at a Board of Directors meeting shall be made in writing upon the President, Secretary, or any other officer designated by the Board of Directors.

11.2. Checks and Drafts. All checks, drafts, or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of or payable to Hoʻāla ʻĀina Kūpono Corporation shall be signed or endorsed by such person or persons and in such manner as, from time to time, shall be determined by resolution of the Board of Directors.

11.3. Contract, Etc., How Executed. The Board of Directors, except as otherwise provided in the Bylaws, may authorize any officer or agent to enter into any contract or execute any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances; and unless so authorized by the Board of Directors, no officer, agent, or employee shall have the power to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

11.4. Construction and Definitions. Unless the context otherwise requires, the general provisions, rules of construction and definitions contained in the Hawaiʻi general corporation law shall govern the construction of these Bylaws.

ARTICLE XII

FISCAL YEAR

12.1. The fiscal year of HAKC shall begin on the first day of January, and end on the last day of December in each year.

ARTICLE XIII

CONFLICT OF INTEREST POLICY

13.1. Purpose. The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

13.2. Definitions.

(a) Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

(b) A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

(1) An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,

(2) A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or

(3) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article X, Section 3 (b), a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

13.3. Procedures.

(a) In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

(b) After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

(c) Procedures for addressing the conflict of interest:

(1) An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

(2) The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

(3) After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

(4) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

(d) Violations of the conflicts of interest policy:

(1) If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

(2) If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective actions.

13.4. Records of Proceedings. The minutes of the governing board and all committees with board delegated powers shall contain:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present,

and the governing boards or committees decision as to whether a conflict of interest in fact existed.

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

13.5. Compensation:

(a) A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

(b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

(c) No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

13.6. Annual Statements. Each director, principle officer and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

(a) Has received a copy of the conflicts of interest policy,

(b) Has read and understands the policy,

(c) Has agreed to comply with the policy, and

(d) Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

13.7. Periodic Reviews. To ensure the organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

(a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.

(b) Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable

purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

13.8. Use of Outside Experts. When conducting the periodic reviews as provided for in Article X, Section 7, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE XIV

AMENDMENTS

14.1. New Bylaws may be adopted, or the Bylaws may be amended or repealed, by the Board of Directors at a meeting held pursuant to Article V, provided reasonable notice of such action is given.

Adopted on January 21, 2015

Witnessed by:

_____		_____	
Kahiau Wallace	Date	Hinano Tangaro	Date
_____		_____	
Kealaulaokamamo Leota	Date	Hans Wilhelm	Date
_____		_____	
Shaelene Kamaka‘ala	Date	Alapaki Luke	Date
_____			
Whitney Peapealalo	Date		

GREAT AMERICAN INSURANCE GROUP

301 E. Fourth Street, Cincinnati, OH 45202

ExecPro sm

DECLARATIONS

for

Nonprofit Solutions Insurance Policy

Insurance is afforded by the company indicated below: (Each a capital stock corporation)

☒ Great American Insurance Company

Policy Number: EPP3951430 Policy Form Number: D16100

Item 1. Name of **Organization**: HO'ALA AINA KUPONO CORPORATION

Mailing Address: PO BOX 570 C/O SHAELENE KAMAKAALA

City, State, Zip Code: KAAAWA, HI 96730

Attn: EXECUTIVE DIRECTOR

Item 2. **Policy Period**: From 05/12/2018 *(Month, Day, Year)* To 05/12/2019 *(Month, Day, Year)*

(Both dates at 12:01 a.m. Standard Time at the address of the **Organization** as stated in Item 1)

Item 3. Aggregate Limit(s) of Liability for each **Policy Year**:

(a) $ 1,000,000 for all **Claims** other than C**laims** for **Employment Practices Wrongful Acts**.

(b) $ 10,000 Donor Data Loss Crisis Fund Sublimit of Liability. This limit is part of and not in addition to the Limit of Liability provided for in 3(a).

(c) $ 1,000,000 for all **Claims** for **Employment Practices Wrongful Act**s. This limit is:
☒ part of and not in addition to the Limit of Liability provided for in 3(a).
☐ separate from and in addition to the Limit of Liability provided for in 3(a).

(d) $150,000 FLSA Defense Sublimit of Liability. This limit is part of and not in addition to the Limit of Liability provided for in 3(c).

Item 4. Retentions:

Insuring Agreement A:	$ 0	Each **Claim**
Insuring Agreements B and/or C:	$ 0	Each **Claim**

Item 5. Premium:
$ 1,037

Item 6. Endorsements Attached:
D16548 D16712 (13) D16714 (3) DTCOV IL7324

Item 7. Notices: All notices required to be given to the **Insurer** under this Policy shall be addressed to:
Great American Insurance Companies
Executive Liability Division
P.O. Box 66943
Chicago, Illinois 60666

Item 8. Prior & Pending Litigation Date: 05/12/2014

These Declarations along with the completed and signed Proposal Form and Nonprofit Solutions Insurance Policy, shall constitute the contract between the **Insureds** and the **Insurer**.

THIS IS A CLAIMS MADE POLICY. READ IT CAREFULLY.

GREAT AMERICAN INSURANCE GROUP

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Nonprofit Solution

SUBLIMIT OF COVERAGE FOR TELEPHONE CONSUMER PROTECTION ACT CLAIMS

It is understood and agreed that the following changes are made to the Policy:

1. Section III. is amended by the addition of the following:

   "**TCPA Wrongful Act**" shall mean any actual or alleged violation(s) of any federal, state or local laws or regulations pertaining to unsolicited or non-consensual communication, advertising or fundraising, through faxes, telephone calls, texting or any other medium, including, but not limited to the Telephone Consumer Protection Act;

   "**Statutory Damages**" shall mean any amounts imposed upon an **Insured** pursuant to the Telephone Consumer Protection Act of 1991 or any similar state or local law as such amounts relate to a **TCPA Wrongful Act**.

2. Section III.I.(1) is amended by the addition of the following:

   This section shall also not apply to **Statutory Damages**.

3. Section III.L. is amended by the addition of the following:

   Personal Injury Wrongful Act shall not include any **TCPA Wrongful Act**;

4. Section III.R. is amended by the addition of the following:

   Wrongful Act shall also mean **TCPA Wrongful Act**;

5. Section IV.D. is amended by the addition of the following:

   Part (3) of this exclusion shall also not apply to any **TCPA Wrongful Act**;

6. Section V. is amended by the addition of the following:

Insured: HO'ALA AINA KUPONO CORPORATION

Policy Period: 5/12/2018 to 5/12/2019

Policy Number: EPP3951430

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 5/12/2018

SUBLIMIT OF COVERAGE FOR TELEPHONE CONSUMER PROTECTION ACT CLAIMS

The **Insurer's** maximum aggregate liability for all **Loss** in connection with **Claims** made against any **Insured** for a **TCPA Wrongful Act** shall be $ 100,000 for each **Policy Year**, which amount is part of, and not in addition to, the maximum Limit of Liability shown in Item 3.(a) of the Declarations regardless of the number of **Claims** during such **Policy Year**.

In the event a **Claim** involves a **TCPA Wrongful Act** and a **Personal Injury Wrongful Act**, such **Claim** shall be considered a **Claim** for a **TCPA Wrongful Act** and shall be subject to the TCPA Sublimit of Liability.

7. Section V.C. is amended by the addition of the following:

   With respect to any **Claim** for a **TCPA Wrongful Act**, **Costs of Defense** incurred either by the **Insurer** or the **Insured** shall be considered **Loss** and, therefore, subject to the TCPA Sublimit of Liability and the Retention.

8. Item 3. of the Declarations is amended by the addition of the following:

   $ 100,000 TCPA Sublimit of Liability for **Claims** for any **TCPA Wrongful Act** for each **Policy Year**.

9. Item 4. of the Declarations is amended by the addition of the following:

   $ 1,000 Retention applicable to Insuring Agreements I.B. and I.C. for any **Claim** for **TCPA Wrongful Act**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

GREAT AMERICAN INSURANCE GROUP

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GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

It is understood and agreed that the following changes are made to the Policy:

AMENDMENT TO LIMIT OF LIABILITY

Additional A-Side Limit of Liability

It is understood and agreed that Section V. is amended by the addition of the following:

Notwithstanding anything in this Policy to the contrary, the Policy provides an Additional Limit of Liability dedicated for directors, trustees, officers, regents, governors and members of the Board of Managers. This Additional Limit of Liability shall be $ 250,000 , which amount is in addition to, and not part of, the aggregate Limit of Liability as set forth in Item 3. of the Declarations.

This Additional Limit of Liability is available solely for **Loss** resulting from any **Claim** against any director, trustee, officer, regent, governor and/or member of the Board of Managers covered under Section I.A. of this Policy, and:

(1) Any **Loss** resulting from any **Claim** against any director, trustee, officer, regent, governor and/or member of the Board of Managers covered under Section I.A. of this Policy shall first be paid under the aggregate Limit of Liability as set forth in Item 3. of the Declarations, and such Limit of Liability must be completely exhausted by payment of **Loss** under Section I.A., I.B., and/or I.C. of this Policy before **Loss** shall be paid under the dedicated Additional Limit of Liability, and

(2) The dedicated Additional Limit of Liability shall be excess of any insurance available that is specifically excess of this Policy, and such excess insurance must be completely exhausted by payment of **Loss** thereunder before the **Insurer** shall have any obligations to make payment on account of the dedicated Additional Limit of Liability

Insured: HO'ALA AINA KUPONO CORPORATION

Policy Period: 5/12/2018 to 5/12/2019

Policy Number: EPP3951430

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 5/12/2018

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

TERRORISM TRAVEL REIMBURSEMENT FUNDS

1. Section III. is amended by the addition of the following:

   "**Certified Act of Terrorism**" shall mean an act that is certified by the Secretary of the Treasury in accordance with the provisions of the Terrorism Risk Insurance Act to be an act of terrorism pursuant to such Act.

   "**Emergency Travel Expenses**" shall mean hotel expenses incurred which directly result from the cancellation of a scheduled transport, by train or air, by a commercial transportation carrier resulting directly from and within forty-eight (48) hours of a **Certified Act of Terrorism**, and the increased amount incurred in air or train fare which may result from rescheduling comparable transport, to replace a similarly scheduled transport canceled by a commercial transportation carrier in direct response to a **Certified Act of Terrorism**.

2. Section VIII. is amended by the addition of the following:

   Terrorism Travel Reimbursement Fund

   In the event any current director, trustee, officer, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary** advises the **Insurer** of **Emergency Travel Expenses** incurred during the **Policy Period**, the **Insurer** shall reimburse the **Emergency Travel Expenses**. This coverage extension shall be subject to the Terrorism Travel Reimbursement Fund Limit of Liability stated below, provided, however, no Retention shall apply.

3. Item 3. of the Declarations is amended by the addition of the following:

   $ 50,000 Aggregate Terrorism Travel Reimbursement Fund Limit of Liability for each **Policy Year**. This Limit of Liability shall be in addition to the Aggregate Limit of Liability provided for in Item 3. of the Declarations.

4. Provided the current director, trustee, officer, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary** advises the **Insurer** of **Emergency Travel Expenses** incurred during the **Policy Period** and provides written evidence of such amounts, the **Insurer** shall promptly reimburse such individual within thirty (30) days. Such notice and written evidence shall be provided to the **Insurer** by e-mailing the **Insurer** at: eldclaims@gaig.com.

WORKPLACE VIOLENCE COUNSELING FUND

1. Section III. is amended by the addition of the following:

   "**Workplace Violence Act**" shall mean any actual or alleged intentional and unlawful use of, or threat to use, deadly force with intent to cause harm to others occurring at any building, facility or property occupied by the **Organization** or any **Subsidiary** in the conduct of its operations.

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

2. Section VIII. is amended by the addition of the following:

Workplace Violence Counseling Fund

In the event that a **Workplace Violence Act** occurs during the **Policy Period** and the **Organization** advises the **Insurer** of such **Workplace Violence Act**, the **Insurer** shall, subject to prior written consent, reimburse the **Organization** reasonable expenses incurred for the emotional counseling of **Insured Persons**. This coverage extension is subject to the Workplace Violence Counseling Fund Limit of Liability set forth below, provided, however, no Retention shall apply.

3. Item 3. of the Declarations is amended by the addition of the following:

$ 50,000 Aggregate Workplace Violence Counseling Fund Limit of Liability for each **Policy Year**. This Limit of Liability shall be in addition to the Aggregate Limit of Liability provided for in Item 3. of the Declarations.

4. The **Organization** shall advise the **Insurer** of such **Workplace Violence Act** during the **Policy Period** by e-mailing the **Insurer** at: eldclaims@gaig.com. The consent of the **Insurer** shall not be unreasonably withheld.

INCIDENT CRISIS FUND

1. Section III. is amended by the addition of the following:

"**Crisis**" shall mean the public announcement that an **Incident** occurred at any building, facility or property occupied by the **Organization** or any **Subsidiary** in the conduct of its operations.

"**Incident**" shall mean an accident or other event resulting in the death or **Serious Bodily Injury** to three or more persons.

"**Serious Bodily Injury**" shall mean an injury to a person that creates a substantial risk of death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member or organ.

2. Section VIII. is amended by the addition of the following:

Incident Crisis Fund

The **Insurer** shall, subject to prior written consent, reimburse the **Organization** reasonable expenses incurred to hire an image consulting company for the purpose of reducing damage to reputation suffered by the **Organization** or any **Subsidiary** arising from a **Crisis** during the **Policy Period**. This coverage extension is subject to the Incident Crisis Fund Limit of Liability set forth below, provided, however, no Retention shall apply.

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

3. Item 3. of the Declarations is amended by the addition of the following:

   $ 50,000 Aggregate Incident Crisis Fund Limit of Liability for each **Policy Year**. This Limit of Liability shall be in addition to the Aggregate Limit of Liability provided for in Item 3. of the Declarations.

4. The **Organization** shall advise the **Insurer** of such **Crisis** during the **Policy Period** by e-mailing the **Insurer** at: eldclaims@gaig.com. The consent of the **Insurer** shall not be unreasonably withheld.

AMENDMENT TO PERSONAL PROFIT EXCLUSION

Section IV.A. is deleted and replaced with the following:

A. brought about or contributed to by:

(1) any **Insureds** gaining any personal profit, financial advantage or remuneration to which they were not legally entitled; or

(2) the deliberately fraudulent or criminal acts of any **Insureds**;

provided, however, this exclusion shall not apply unless and until there is a final non-appealable adjudication as to such conduct in the underlying proceeding. This exclusion shall not apply to coverage provided under Insuring Agreement I.B.;

AMENDMENT TO OTHER INSURANCE EXCLUSION

Section IV.B. is amended by the addition of the following:

If this Policy includes coverage for any **Claim** for **Employment Practices Wrongful Acts**, such coverage shall be deemed primary over any similar coverage maintained either by the **Organization** or any **Subsidiary**.

AMENDMENT TO INSURED vs. INSURED EXCLUSION

Section IV.H. is deleted and replaced with the following:

H. by, or for the benefit of, or at the behest of the **Organization** or any **Subsidiary** or any entity which controls, is controlled by, or is under common control with the **Organization** or any **Subsidiary**, or any person or entity which succeeds to the interests of the **Organization** or any **Subsidiary**, provided, however, this exclusion shall not apply to any **Claim**, if such **Claim**:

(1) is for an **Employment Practices Wrongful Act** brought by an **Insured Person**;

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

(2) is brought by the receiver, conservator, creditors' committee, liquidator, trustee, rehabilitator, examiner or similar official of the **Organization**, if any, in the event of **Financial Insolvency**;

(3) is brought or maintained derivatively, including any **Claim** brought or maintained under any federal, state, local or foreign whistleblower law or whistleblower provision of any law if the individual bringing such **Claim** is acting totally independent of, and without the solicitation, assistance, active participation or intervention of any director, officer, trustee, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary**;

(4) is brought by any former director, officer, trustee, regent, or governor of the **Organization** or any **Subsidiary** who has not served in that capacity with the **Organization** or any **Subsidiary** for at least two (2) years prior to the commencement of such **Claim**, and is acting totally independent of, and without the solicitation, assistance, active participation or intervention of any director, officer, trustee, regent, governor or member of the Board of Managers of the **Organization** or any **Subsidiary**.

COSTS OF DEFENSE SUBLIMIT FOR BREACH OF EMPLOYMENT AGREEMENT CLAIMS

It is understood and agreed that the Policy is amended as follows:

1. Section IV.I. is deleted and replaced with the following:

I. for any actual or alleged breach by the **Organization** or any **Subsidiary** of an express or implied contract, provided, however, this exclusion shall not apply to:

(1) employment-related obligations which would have attached absent such contract or agreement; or

(2) **Costs of Defense** if such **Claim** is for any actual or alleged breach of an employment agreement and such coverage for **Costs of Defense** shall be subject to the Sublimit stated below.

2. Item 3. of the Declarations is amended by the addition of the following:

$ 100,000 Sublimit for **Costs of Defense** for **Claims** for Breach of an Employment Agreement. This Sublimit is part of and not in addition to the Limit of Liability set forth in Item 3. of the Declarations.

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

AMENDMENT TO COSTS OF DEFENSE AND SETTLEMENTS

Section VI.B. is deleted and replaced with the following:

B. The **Insurer** has the right to investigate and settle any **Claim** as it deems expedient. If the **Insurer** recommends a settlement and the **Insured** refuses to consent thereto, the **Insurer's** liability for such **Claim** is limited to the amount in excess of the Retention, which the **Insurer** would have contributed had the **Insured** consented to the settlement, the **Costs of Defense** covered by the Policy and incurred prior to the date of such refusal to settle, and eighty percent (80 %) of any additional covered **Loss**, including **Costs of Defense**, incurred subsequent to such refusal and subject to the Limit of Liability.

If the **Insured** refuses to consent to a settlement as contemplated above, **Costs of Defense** shall be subject to the Retention.

100% COSTS OF DEFENSE ALLOCATION

Section VI. is amended by the addition of the following:

C. If a **Claim** made against any **Insured** includes both covered and uncovered matters, the **Insureds** and the **Insurer** recognize that there must be an allocation between insured **Loss** and uninsured loss, therefore, the **Insureds** and the **Insurer** shall allocate such amount as follows:

1. with respect to **Costs of Defense**, one hundred percent (100%) of all **Costs of Defense** which must otherwise be allocated as described above shall be allocated to the insured **Loss**; and

2. with respect to **Loss** other than **Costs of Defense**, the **Insurer** and the **Insureds** shall use their best efforts to agree upon a fair and proper allocation of such amounts between insured **Loss** and uninsured loss.

AMENDMENT TO SUBROGATION

Section IX.H. is deleted and replaced with the following:

H. In the event of payment under this Policy, the **Insurer** shall be subrogated to all the **Insureds'** rights of recovery. The **Insureds** shall do everything necessary to secure such rights, including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of any **Insured**. In no event, however, shall the **Insurer** exercise its rights to subrogation against an **Insured Person** under this Policy unless the exclusion set forth in Section IV.A. of the Policy applies to such **Insured Person**.

GREAT AMERICAN NONPROFIT EAGLE ENDORSEMENT

In the event the **Insurer** shall for any reason pay indemnifiable **Loss** on behalf of an **Insured Person**, the **Insurer** shall have the contractual right hereunder to recover from the **Organization** or any **Subsidiary** the amount of such **Loss** equal to the amount of the Retention not satisfied by the **Organization** or any **Subsidiary** and shall be subrogated to rights of the **Insured Persons** hereunder.

INCONSISTENCY COVERAGE

Section IX. is amended by the addition of the following:

Inconsistency Coverage

In the event of an inconsistency between this endorsement, or a state amendatory endorsement, and any other endorsement attached to this Policy, the **Insurer**, as permitted by law, shall apply those terms and conditions which are more favorable to the **Insureds**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

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AMENDMENT TO SECTION IV.

Section IV. is amended with the addition of the following:

based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:

(1) actual or alleged abuse or molestation by anyone of any person; or

(2) the negligent hiring, retention, employment, supervision, investigation or reporting or failing to report to the proper authorities, any action or conduct related to (1) above.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the above mentioned Policy other than as above stated.

Insured: HO'ALA AINA KUPONO CORPORATION

Policy Period: 5/12/2018 to 5/12/2019

Policy Number: EPP3951430

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 5/12/2018

TERRORISM COVERAGE ENDORSEMENT
CAP ON LOSS FROM CERTIFIED ACTS

Subject to all terms and conditions of this Policy, including any follow-form provisions, this Policy is amended by the addition of the following:

CERTIFIED ACTS OF TERRORISM COVERAGE

"Certified Act of Terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "Certified Act of Terrorism" include the following:

1. the act resulted in insured losses in excess of $5 million in the aggregate attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. the act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

If the aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed $100 billion in a calendar year in the aggregate and the Insurer has met its deductible under the Terrorism Risk Insurance Act, the Insurer shall not be liable for the payment of any portion of the amount of such losses that exceeds $100 billion, and in such case insured losses up to that amount are subject to pro rate allocation in accordance with procedures established by the Secretary of the Treasury.

It is understood and agreed that the Premium section of the Declarations is amended by the addition of the following:

Terrorism Premium: $ 0.00

The Policyholder Disclosure Offer of Terrorism Coverage is attached to and is to be considered as incorporated in and constituting a part of this Policy.

This coverage shall not apply to any commercial crime coverage that may be included in this policy.

This endorsement does not extend any additional coverage or otherwise change the terms and conditions of any coverage under this Policy.

Insured: HO'ALA AINA KUPONO CORPORATION

Policy Period: 5/12/2018 to 5/12/2019

Policy Number: EPP3951430

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 5/12/2018

ECONOMIC AND TRADE SANCTIONS CLAUSE

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance.

Insured: HO'ALA AINA KUPONO CORPORATION

Policy Period: 5/12/2018 to 5/12/2019

Policy Number: EPP3951430

Countersigned by: _____
Authorized Representative

Endorsement Effective Date: 5/12/2018

GREAT AMERICAN INSURANCE GROUP

POLICYHOLDER DISCLOSURE
OFFER OF TERRORISM COVERAGE

The Terrorism Risk Insurance Act establishes a program within the Department of the Treasury, under which the federal government shares, with the insurance industry, the risk of loss from future terrorist attacks. The Act applies when the Secretary of the Treasury certifies that an event meets the definition of an act of terrorism. The Act provides that, to be certified, an act of terrorism must cause losses of at least five million dollars and must have been committed by an individual or individuals as part of an effort to coerce the government or population of the United States.

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. The federal share equals a percentage of that portion of the amount of such insured losses that exceeds the applicable insurer retention. The federal share percentage is dependent upon the calendar year and is shown in the Table below.

Year	Federal Share
2015	85%
2016	84%
2017	83%
2018	82%
2019	81%
2020	80%

The Terrorism Risk Insurance Act, as amended in 2015, contains a $100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses in any one calendar year exceeds $100 billion. If the aggregate insured losses for all insurers exceed $100 billion, your coverage may be reduced.

In accordance with the Terrorism Risk Insurance Act, we are required to offer you coverage for losses resulting from an act of terrorism **that is certified under the federal program** as an act of terrorism. The policy's other provisions will still apply to such an act.

This coverage shall not apply to any commercial crime coverage that may be included in this policy.

Terrorism coverage for acts of terrorism that are certified under the federal program as an act of terrorism is included for no additional premium. Nonetheless, if you would like to reject such Terrorism coverage, please provide Great American written confirmation of such, and an exclusion will be attached to your policy.

Employment Practices Risk Management Program

Your Great American ExecPro® Policy gives you access to the following Jackson Lewis Risk Management Program

Jackson Lewis "Hotline" Service

National law firm Jackson Lewis is available for complimentary, confidential telephone consultation on basic workplace employment topics via the toll-free number. Through this "hotline", you can obtain guidance with respect to best practices for:

- Preserving employment-at-will status
- Managing medical leaves of absence
- Developing an open-door problem resolution procedure
- Reporting and investigating allegation of harassment or discrimination
- Eligibility standards for overtime pay under the Fair Labor Standards Act and state laws
- Developing a program to post opportunities for transfers and promotions to avoid class action claims
- Other basic human resources issues

Reducing Workplace Claims Guide

Via the "hotline" number, you can request a copy of Jackson Lewis' *Reducing the Risk of Employment Practices Liability Claims Guide*. This guide contains general information about diverse workplace law issues such as:

- Legal basis for employment claims
- Considerations in setting company policies and procedures
- Hiring process and pre-employment testing
- Complying with the Family and Medical Leave Act
- Conducting effective discharge and discipline
- Addressing reports of harassment in the workplace
- Maintaining personal records
- Establishing a code of conduct to help prevent employee misconduct

Preventive Strategies Newsletter

Via the "hotline" number, you can subscribe to Jackson Lewis' complimentary national and regional e-bulletins, which provide regular analysis and commentary about legal, legislative and political developments that affect the law of the workplace.

Jackson Lewis Training Session

Educational seminars and management training about compliance with federal equal employment laws and other risk management services are offered by Jackson Lewis to policyholders at a special rate. For further details, please call the "hotline" number.

Special Rates

Jackson Lewis will offer special billing rates to ExecPro® policyholders to assist in developing preventive practices, preparing employee handbooks and training supervisors.

To access the Jackson Lewis "hotline" or if you have further questions about the program, please call this toll-free number.

1 (888) 544 8320

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Great American Insurance Group – Executive Liability Division
Headquarters: 301 E. Fourth Street, Cincinnati, Ohio 45202

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GREAT AMERICAN INSURANCE GROUP®

Headquarters: 301 E. Fourth Street, Cincinnati, Ohio 45202

THIS IS A CLAIMS MADE AND REPORTED POLICY. READ IT CAREFULLY.

In consideration of the payment of the premium and in reliance upon all statements made and information furnished to the company shown in the Declarations (a stock insurance company, hereinafter called the **Insurer**), including the statements made in the Proposal Form and subject to all terms, conditions and limitations of this Policy, the **Insured** and **Insurer** agree:

Section I. Insuring Agreements

A. If during the **Policy Period** or the **Discovery Period** any **Claim** is first made against any **Insured Persons** for a **Wrongful Act**, the **Insurer** shall pay on behalf of the **Insured Persons, Loss** and **Costs of Defense** resulting from such **Claim**, except for any **Loss** and **Costs of Defense** which the **Organization** or any **Subsidiary** actually pays as indemnification.

B. If during the **Policy Period** or the **Discovery Period** any **Claim** is first made against any **Insured Persons** for a **Wrongful Act**, the **Insurer** shall pay on behalf of the **Organization** or any **Subsidiary, Loss** and **Costs of Defense** resulting from such **Claim**, but only to the extent the **Organization** or any **Subsidiary** is required or permitted by law to indemnify the **Insured Persons**.

C. If during the **Policy Period** or the **Discovery Period** any **Claim** is first made against the **Organization** or any **Subsidiary** for a **Wrongful Act**, the **Insurer** shall pay on behalf of the **Organization** or any **Subsidiary, Loss** and **Costs of Defense** resulting from such **Claim**.

The **Insurer** has the right and duty to defend any **Claim** to which this insurance applies, even if the allegations of such **Claim** are groundless, false or fraudulent.

Section II. Discovery Period

A. If this Policy is not renewed or is cancelled by the **Insurer**, for any reason other than non-payment of premium, then without any additional premium being required, the **Organization** shall receive an automatic ninety (90) day extension of the coverage granted by this Policy for **Claims** first made against an **Insured**, but only with respect to **Wrongful Acts** committed prior to the end of the **Policy Period**. This additional reporting period shall be referred to as the **Automatic Discovery Period**. In addition, if prior to the end of the **Automatic Discovery Period**, the **Organization** pays the **Insurer** an additional amount equal to forty (40%), seventy-five (75%), or one hundred (100%) percent of the annual premium of this Policy, the **Organization** shall receive an extension of the coverage granted by this Policy for an additional twelve (12), twenty-four (24), or thirty-six (36) months respectively from the end of the **Automatic Discovery Period** for **Claims** first made against an **Insured**, but only with respect to **Wrongful Acts** committed prior to the end of the **Policy Period.** This additional reporting period shall be referred to as the **Discovery Period**. The **Organization** has no right to purchase this **Discovery Period** at any later date or to elect more than one **Discovery Period**.

B. If this Policy is not renewed or is cancelled by the **Organization**, and if no later than sixty (60) days after the end of the **Policy Period** the **Organization** pays the **Insurer** an additional amount equal to forty (40%), seventy-five (75%), or one hundred (100%) percent of the annual premium of this Policy, the **Organization** shall receive a **Discovery Period** for an additional twelve (12), twenty-four (24), or thirty-six (36) months respectively from the end of the **Policy Period**. The **Organization** has no right to purchase this **Discovery Period** at any later date or to elect more than one **Discovery Period**.

C. The fact that this Policy may be extended by virtue of the **Automatic Discovery Period** or **Discovery Period** shall not in any way increase the Limit of Liability stated in Item 3 of the Declarations. For purposes of the Limit of Liability, the **Automatic Discovery Period** and the **Discovery Period** is considered to be part of and not in addition to the last **Policy Year**.

Section III. Definitions

A. **"Claim"** shall mean:

(1) a written demand for monetary or non-monetary (including injunctive) relief made against any **Insured**;

(2) a civil proceeding, including any appeals therefrom made against any **Insured** seeking monetary or non-monetary (including injunctive) relief commenced by service of a complaint or similar pleading;

(3) a criminal proceeding, including any appeals therefrom made against any **Insured** commenced by the return of an indictment or the filing of notice of charge or similar document,

(4) a formal administrative proceeding, including any proceeding before the Equal Employment Opportunity Commission (EEOC) or any similar governmental body, made against any **Insured** commenced by the receipt of charges, formal investigative order, service of summons or similar document;

(5) any arbitration, mediation or similar alternative dispute resolution proceeding if any **Insured** is obligated to participate in such proceeding; or

(6) a written request to enter into an agreement to toll any applicable statute of limitation prior to the commencement of any judicial, administrative, regulatory or arbitration proceeding.

In no event shall the term **Claim** include any labor or grievance proceeding which is subject to a collective bargaining agreement.

B. "**Claimant**" shall mean:

(1) any past, present, and future **Insured Persons** or applicants for employment with the **Organization** or any **Subsidiary**;

(2) a government entity or agency, including but not limited to the Equal Employment Opportunity Commission (EEOC) or any similar governmental body, when acting on behalf of or for the benefit of any individual in (1) above; or

(3) all persons who were, now are, or shall be independent contractors, but only to the extent such individuals perform work or services for or on behalf of the **Organization** or any **Subsidiary** and only to the extent such individuals are indemnified by the **Organization** or any **Subsidiary**.

C. **"Costs of Defense"** shall mean reasonable and necessary legal fees, costs and expenses incurred in the investigation or defense of any **Claim**, including the costs of any appeal or appeal bond, attachment bond or similar bond (but without any obligation on the part of the **Insurer** to apply for or furnish such bonds); provided, however, **Costs of Defense** shall not include: (1) salaries, wages, overhead or benefit expenses associated with any **Insured Persons**, and (2) any amounts incurred in defense of any **Claim** which any other insurer has a duty to defend, regardless of whether or not such other insurer undertakes such duty.

D. **"Employed Lawyer Legal Services"** shall mean legal services provided by any **Insured Person** as an attorney, but only if such services are performed for the **Organization** or any **Subsidiary** and in the **Insured Person's** capacity with the **Organization** or any **Subsidiary**. **Employed Lawyer Legal Services** shall not include legal services rendered by any **Insured Person** for any third party.

E. "**Employment Practices Wrongful Act"** shall mean any of the following acts related to employment, but only if alleged by or on behalf of a **Claimant**:

(1) wrongful dismissal, discharge or termination of employment, whether actual or constructive;
(2) misrepresentation;
(3) violation of employment laws;
(4) sexual or workplace harassment;
(5) discrimination;
(6) wrongful failure to employ or promote;
(7) wrongful discipline;
(8) wrongful deprivation of career opportunity including a wrongful failure to hire or promote;
(9) failure to grant tenure;
(10) negligent employee evaluation;
(11) retaliation;
(12) failure to provide adequate workplace or employment policies or procedures;
(13) defamation (including libel and slander);
(14) invasion of privacy;
(15) wrongful demotion;
(16) negligent reassignment;
(17) violation of any federal, state or local civil rights laws;
(18) negligent hiring;
(19) negligent supervision;
(20) negligent training;
(21) negligent retention; or
(22) acts described in (1) through (21) above arising from the use of the **Organization's** or **Subsidiary's** Internet, e-mail, telecommunication or similar systems, including the failure to provide and enforce adequate policies and procedures relating to such use of the **Organization's** or **Subsidiary's** Internet, e-mail, telecommunication or similar systems.

F. **"Financial Insolvency"** shall mean the **Organization** becoming a Debtor in Possession, or the appointment of a receiver, conservator, liquidator, trustee, rehabilitator or similar official to control, supervise, manage or liquidate the **Organization**.

G. **"Insured"** shall mean:

(1) the **Organization;**
(2) any **Subsidiary;**
(3) in the event of **Financial Insolvency**, the resulting Debtor in Possession (or foreign equivalent status), if any; and
(4) all **Insured Persons**.

H. **"Insured Persons"** shall mean all persons who were, now are, or shall be directors, trustees, officers, regents, governors, members of the Board of Managers, employees, leased employees, temporary or seasonal employees, interns, student teachers, substitute teachers, teaching assistants, volunteers or staff members of the **Organization** or any **Subsidiary**, including any executive board members and committee members whether salaried or not.

I. **"Loss"** shall mean settlements, judgments, pre-judgment and post-judgment interest, front and back pay, compensatory damages, punitive or exemplary damages, the multiple portion of any multiplied damage award, and subject to the provisions of Section V and VI, **Costs of Defense** incurred by the **Insured**. **Loss** shall not include:

(1) criminal or civil fines or penalties imposed by law, or taxes (except for the 10% "excess benefit" tax assessed by the Internal Revenue Service against any **Insured Person** pursuant to 26 USC Section 4958 (a)(2));

(2) the value of tuition or scholarships, employment related benefits, stock options, perquisites, deferred compensation or any other type of compensation earned in the course of employment or the equivalent value thereof; and

(3) any amounts which may be deemed uninsurable under the law pursuant to which this Policy shall be construed.

It is understood and agreed that the enforceability of the foregoing coverage shall be governed by such applicable law which most favors coverage for compensatory, punitive, or exemplary damages or the multiple portion of any multiplied damage award.

J. **"Organization"** shall mean the entity named in Item 1 of the Declarations.

K. **"Outside Entity"** shall mean any not-for-profit corporation, community chest, fund or foundation that is not included in the definition of **Organization** or **Subsidiary** and that is exempt from federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and any other entity organized for a religious or charitable purpose under any non-profit organization act or statute.

L. "**Personal Injury Wrongful Act"** shall mean any actual or alleged invasion of privacy, wrongful entry, eviction, false arrest, false imprisonment, malicious prosecution, libel or slander.

M. **"Policy Year"** shall mean the period of one year following the effective date and hour of this Policy or the period of one year following any anniversary date thereof falling within the **Policy Period**; or if the time between the effective date or any anniversary date and the termination of this Policy is less than one year, such lesser period. Any **Discovery Period** or **Automatic Discovery Period** shall be considered part of and not in addition to the last **Policy Year**.

N. **"Policy Period"** shall mean the period from the inception of this Policy to the expiration date stated in Item 2 of the Declarations or its earlier termination, if applicable.

O. **"Related Wrongful Acts"** shall mean **Wrongful Acts** which are causally connected by reason of any common fact, circumstance, situation, transaction, casualty, event or decision.

P. **"Subsidiary"** shall mean:

(1) any entity which qualifies as a not-for-profit organization under the Internal Revenue Code, other than a political committee organized pursuant to Section 432 of the Federal Election Campaign Act of 1971 (and amendments thereto), and for which the **Organization** has or controls the right to elect or appoint more than fifty percent (50%) of the Board of Directors or other governing body of such entity as of the inception date of this Policy;

(2) any similar entity which was created or acquired by the **Organization** after the inception date of this Policy, if the entity's total assets do not exceed thirty-five percent (35%) of the total consolidated assets of the **Organization** as of the inception date of this Policy; or

(3) any other entity added as a **Subsidiary** by written endorsement to this Policy.

Coverage shall apply to a **Subsidiary** only for **Wrongful Acts** allegedly committed during the time such entity qualified as a **Subsidiary.**

Q. **"Third Party Wrongful Act"** shall mean:

(1) actual or alleged discrimination against a third party based upon such third party's race, color, religion, creed, age, sex, national origin, disability, pregnancy, HIV status, marital status, sexual orientation or preference, military status or other status protected pursuant to any applicable federal, state, or local statutory law; or

(2) actual or alleged sexual harassment, including unwelcome sexual advances against, or requests for sexual favors of, a third party; or

(3) actual or alleged civil rights violations against a third party related to (1) or (2) above.

R. **"Wrongful Act"** shall mean:

(1) any of the following by the **Organization,** and/or any **Subsidiary**, and/or any **Insured Persons** acting in their capacity with the **Organization** or a **Subsidiary**:

(a) actual or alleged error, misstatement, misleading statement, act or omission, neglect or breach of duty;

(b) actual or alleged error or omission in the rendering of or the failure to render **Employed Lawyer Legal Services;**

(c) **Employment Practices Wrongful Act**;

(d) **Personal Injury Wrongful Act;** or

(e) **Third Party Wrongful Act**;

(2) any matter claimed against any **Insured Person** solely by reason of their status with the **Organization** or any **Subsidiary**; or

(3) any matter claimed against any **Insured Person** arising out of their service as directors, trustees, officers, regents, governors, or member of the Board of Managers of an **Outside Entity**, but only if such service is at the request of the **Organization** or any **Subsidiary**.

Section IV. Exclusions

This Policy does not apply to any **Claim** made against any **Insured**:

A. brought about or contributed to by: (1) any **Insured** gaining any profit, advantage or remuneration to which they were not legally entitled; or (2) the deliberate fraudulent or criminal acts of any **Insured**; however, this exclusion shall not apply unless it is finally adjudicated such conduct in fact occurred, nor shall it apply to coverage provided under Insuring Agreement I.B.;

B. to the extent it is insured in whole or in part by any other valid and collectible policy or policies, (except with respect to any excess beyond the amount or amounts of coverage under such other policy or policies), whether such other policy or policies are stated to be primary, contributory, excess, contingent, or otherwise. It is further understood and agreed that coverage for all **Claims** for **Personal Injury Wrongful Acts** shall be specifically excess of any similar coverage provided by the **Organization's** General Liability Policy.

C. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving:

(1) any **Wrongful Act** or **Related Wrongful Act** or any fact, circumstance or situation which has been the subject of any notice or **Claim** given under any other policy of which this Policy is a renewal or replacement; or

(2) any civil, criminal, administrative or investigative proceeding involving any **Insured** pending as of or prior to the date stated in Item 8 of the Declarations, or any fact, circumstance or situation underlying or alleged in such proceeding;

D. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving: (1) bodily injury, sickness, disease or death of any person, assault or battery; (2) damage to or destruction of any tangible property or the loss of use of any tangible property; or (3) humiliation, mental anguish, or emotional distress; provided, however, that part (3) of this exclusion shall not apply to any **Claim** for an **Employment Practices Wrongful Act, Personal Injury Wrongful Act**, or **Third Party Wrongful Act**;

E. for any actual or alleged violation by any **Insured** of the Employee Retirement Income Security Act of 1974, the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act of 1985, the Occupational Safety and Health Act or any rules or regulations promulgated under these acts or any similar provisions of any federal, state, local or foreign law, except a **Claim** alleging retaliation for the exercise of any rights under such laws;

F. for any **Wrongful Act** of any **Insured Persons** in their respective capacity as a director, officer, trustee, regent, governor, member of the Board of Managers, or equivalent position of an entity other than the **Organization**, any **Subsidiary**, or **Outside Entity**;

G. based upon, arising out of, relating to, directly or indirectly resulting from or inconsequence of, or in any way involving actual or alleged seepage, pollution, radiation, emission, contamination or irritant of any kind, including but not limited to smoke, vapor, dust, fibers, mold, spores, fungi, germs, soot, fumes, acids, alkalis, asbestos, chemicals or waste of any kind, provided, however, this exclusion shall not apply to coverage provided under Insuring Agreement I.A.;

H. by, or for the benefit of, or at the behest of the **Organization** or any **Subsidiary** or any entity which controls, is controlled by, or is under common control with the **Organization** or any **Subsidiary**, or any person or entity which succeeds to the interests of the **Organization** or any **Subsidiary**, provided, however, this exclusion shall not apply to any **Claim** brought by the receiver, conservator, liquidator, trustee, rehabilitator, examiner or similar official of the **Organization**, if any, in the event of **Financial Insolvency**;

I. for any actual or alleged breach by the **Organization** or any **Subsidiary** of an express or implied contract, except for employment related obligations which would have attached absent such contract or agreement;

J. other than **Costs of Defense**:

(1) for any obligation of the **Organization** or any **Subsidiary**, as a result of a **Claim**, seeking relief or redress in any form other than money damages, including but not limited to any obligations of the **Organization** or any **Subsidiary** to modify any building or property; or

(2) for any obligation of the **Organization** or any **Subsidiary** to pay compensation earned by any **Insured Person** in the course of employment, but not paid by the **Organization** or any **Subsidiary**, including any unpaid salary, bonus, wages, severance pay, retirement benefits, vacation days or sick days, provided, however, this exclusion shall not apply to front pay and back pay; or

(3) for any actual or alleged violation by any **Insured** of the Fair Labor Standards Act or any similar state or local law, provided, however, this shall not apply to the Equal Pay Act. **Costs of Defense** provided pursuant to this section, J.(3), shall be subject to the FLSA Defense Sublimit of Liability stated in Item 3(d) of the Declarations, if any;

K. for any obligations under a worker's compensation, disability benefits, insurance benefits or unemployment compensation law, or any similar law; provided, however this exclusion shall not apply to a **Claim** for an **Employment Practices Wrongful Act** involving retaliation with regard to benefits paid or payable;

L. for the performance of or failure to perform psychological, counseling, financial counseling/advisory, legal (except **Employed Lawyer Legal Services)**, arbitration, insurance or investment advisory services or referrals, if brought by or on behalf of any individual and/or entity for whom such services were, now are, or shall be performed;

M. based upon, arising out of, relating to, directly or indirectly resulting from or in consequence of, or in any way involving infringement of any patent or misappropriation of trade secrets, provided, however, this exclusion shall not apply to copyright or trademark infringement;

With respect to this section of the Policy, no fact pertaining to or conduct by any **Insured Person** shall be imputed to any other **Insured Person**; and only facts pertaining to or conduct by any past, present, or future Executive Director, President, or Chairman of the **Organization** shall be imputed to the **Organization** or any **Subsidiary** to determine if coverage is available.

Section V. Limits of Liability and Retention

A. The **Insurer** shall be liable to pay one hundred percent (100%) of **Loss** in excess of the Retention stated in Item 4 of the Declarations. The **Insurer's** maximum Limit of Liability for the aggregate amount of **Loss** resulting from all **Claims** deemed to have been made in a **Policy Year** shall be shown in Item 3 of the Declarations.

B. One Retention shall apply to each and every **Claim**. More than one **Claim** involving the same **Wrongful Act** or **Related Wrongful Acts** of one or more **Insureds** shall be considered a single **Claim**, and only one Retention shall be applicable to such single **Claim**. All such **Claims**, constituting a single **Claim**, shall be deemed to have been made on the earlier of the following dates: (1) the earliest date on which any such **Claim** was first made; or (2) the earliest date on which any such **Wrongful Act** or **Related Wrongful Act** was reported under this Policy or any other policy providing similar coverage.

C. **Costs of Defense** incurred by the **Insurer** shall be in addition to the Limit of Liability, and such **Costs of Defense** shall not be subject to the Retention amount. If **Costs of Defense** are incurred by the **Insured** with the **Insurer's** consent, such **Costs of Defense** shall be considered **Loss** and thus subject to the Limit of Liability and Retention.

D. With respect to all **Claims** deemed to have been made in a **Policy Year**, should the Limit of Liability be exhausted by payment of **Loss** resulting from one or more of such **Claims,** the **Insurer's** duty to defend shall cease and any and all obligations of the **Insurer** hereunder shall be deemed to be completely fulfilled and extinguished and the **Insurer** shall have no further obligations.

E. For the purposes of the application of the Retention, **Loss** applicable to Insuring Agreement I.B. includes that for which indemnification is legally permissible, regardless of whether actual indemnification is granted. The certificate of incorporation, charter or other organizational document of the **Organization**, including by-laws and resolutions, shall be deemed to require indemnification and advancement of **Loss** to the **Insured Persons** to the fullest extent permitted by law.

Section VI. Costs of Defense and Settlements

A. The **Insureds** shall not incur **Costs of Defense**, or admit liability, offer to settle, or agree to any settlement in connection with any **Claim** without the express written consent of the **Insurer**, which consent shall not be unreasonably withheld. The **Insureds** shall provide the **Insurer** with full cooperation and all information and particulars it may reasonably request in order to reach a decision as to such consent. Any **Loss** resulting from any admission of liability, agreement to settle, or **Costs of Defense** incurred prior to the **Insurer's** consent shall not be covered hereunder.

B. The **Insurer** has the right to investigate and settle any **Claim** as it deems expedient. If the **Insurer** recommends a settlement and the **Insured** refuses to consent thereto, the **Insurer's** liability for such **Claim** is limited to the amount in excess of the Retention, which the **Insurer** would have contributed had the **Insured** consented to the settlement, the **Costs of Defense** covered by the Policy and incurred prior to the date of such refusal to settle, and seventy percent (70%) of any additional covered **Loss**, including **Costs of Defense**, incurred subsequent to such refusal and subject to the Limit of Liability.

If the **Insured** refuses to consent to a settlement as contemplated above, **Costs of Defense** shall be subject to the Retention.

Section VII. Notice of Claim

A. The **Insureds** shall, as a condition precedent of their rights under this Policy, give the **Insurer** notice in writing of any **Claim** made during the **Policy Period**. Such notice shall be given as soon as practicable after the date the President, Executive Director, Chief Financial Officer, General Counsel, or person with equivalent responsibility has knowledge of the **Claim**, and in no event later than ninety (90) days after the end of the **Policy Year**.

B. If during the **Policy Period** or **Discovery Period**, any **Insured** first becomes aware of a specific **Wrongful Act** and gives notice to the **Insurer** of: (1) the specific **Wrongful Act**; (2) the injury or damage which has or may result therefrom; and (3) the circumstances by which the **Insured** first became aware thereof; then any **Claim** arising out of such **Wrongful Act** which is subsequently made against the **Insured** shall be deemed to have been made at the time the **Insurer** received such written notice from the **Insured.**

C. In addition to furnishing the notice as provided in Section VII A or B, the **Insured** shall, as soon as practicable, provide the **Insurer** with copies of reports, investigations, pleadings and other documents in connection therewith, and shall provide all information, assistance and cooperation which the **Insurer** reasonably requests and do nothing to prejudice the **Insurer's** position or its potential or actual rights of recovery.

D. Notice to the **Insurer** as provided in Section VII A or B shall be emailed to **ELDClaims@gaig.com** or mailed to **GREAT AMERICAN INSURANCE GROUP, EXECUTIVE LIABILITY DIVISION, CLAIMS DEPARTMENT, P.O. BOX 66943, CHICAGO, IL 60666.**

Section VIII. Coverage Extensions

A. Spousal/Domestic Partner Provision

The coverage provided by this Policy shall also apply to the lawful spouse or "Domestic Partner" of any **Insured Person**, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of any **Insured Person**. The term "Domestic Partner" shall mean any natural person qualifying as a domestic partner under the provisions of any applicable federal, state or local law.

B. Worldwide Provision

The coverage provided under this Policy shall apply worldwide. The term **Insured Persons** is deemed to include individuals who serve in equivalent positions in foreign **Subsidiaries**.

C. Estates and Legal Representatives

The coverage provided by this Policy shall also apply to the estates, heirs, legal representatives, or assigns of any **Insured Persons** in the event of their death, incapacity or bankruptcy, but only for **Claims** arising out of any actual or alleged **Wrongful Acts** of any **Insured Persons**.

D. Donor Data Loss Crisis Fund

The **Insurer** shall, subject to prior written consent, reimburse the **Organization** reasonable expenses incurred to hire an image consulting company for the purpose of reducing damage to reputation suffered by the **Organization** or any **Subsidiary** arising from donor information that is lost or stolen during the **Policy Period** and reported to the **Insurer** pursuant to the terms of this Policy, not to exceed the Donor Data Loss Crisis Fund Sublimit of Liability stated in Item 3(b) of the Declarations, if any. No Retention shall apply to this coverage extension.

Section IX. General Conditions

A. Cancellation or Non-Renewal

(1) This Policy may be cancelled by the **Organization** at any time by written notice to the **Insurer**. In the event the **Organization** cancels this Policy for reasons other than the downgrade of the **Insurer's** rating by A.M. Best, the **Insurer** shall retain the customary short rate portion of the premium. However, if the **Organization** cancels the Policy due to a downgrade of the **Insurer's** rating to below [A-] by A.M. Best, the **Insurer** shall refund any unearned premium on a pro rata basis. Payment of any unearned premium by the **Insurer** shall not be a condition precedent of the effectiveness of cancellation but such payment shall be made as soon as practicable.

(2) This Policy will only be cancelled by the **Insurer** if the **Organization** does not pay the premium when due.

(3) If the **Insurer** elects not to renew this Policy, the **Insurer** shall provide the **Organization** with at least sixty (60) days advance notice thereof.

B. Proposal Form

It is agreed the particulars and statements contained in Proposal Forms submitted to the **Insurer** (and any material submitted therewith) are the representations of the **Insured** and are to be considered as incorporated in and constituting part of this Policy. It is also agreed this Policy is issued in reliance upon the truth of such representations. However, coverage shall not be excluded as a result of any untrue statement in the Proposal Form, except:

(1) as to any **Insured Person** making such untrue statement or having knowledge of its falsity; or

(2) as to the **Organization** and any **Subsidiary**, if the person(s) who signed the Proposal Form(s) for this coverage or any **Insured Person** who is or was a past, present or future Chief Financial Officer, President, or Executive Director of the **Organization** made such untrue statement or had knowledge of its falsity.

In no event shall Insuring Agreement I.A. of this Policy be rescinded by the **Insurer**.

C. Outside Entity Provision

In the event a **Claim** is made against any **Insured Persons** arising out of their service as a director, officer, trustee, regent, governor, or member of the Board of Managers of an **Outside Entity**, coverage as may be afforded under this Policy shall be excess of any indemnification provided by the **Outside Entity** and any insurance provided to the **Outside Entity** which covers its directors, trustees, officers, regents, governors, member of the Board of Managers, or natural person general partners.

In the event Great American Insurance Group provides Directors' and Officers' Liability Insurance for the **Outside Entity**, all **Loss** incurred from all **Claims** submitted under this Policy and the **Outside Entity's** Policy (hereinafter referred to as **Respective Policy(ies)**), arising out of **Related Wrongful Acts**, shall be considered a single **Loss** and the maximum annual aggregate Limit of Liability shall not exceed, under the **Respective Policies**, the higher Limit of Liability between the **Respective Policies**, such Limit of Liability being part of, and not in addition to, the Limits of Liability of the **Respective Policies** previously referenced.

D. Order of Payments

In the event of **Loss** arising from a covered **Claim** for which payment is due under the provisions of this Policy, the **Insurer** shall first, pay **Loss** for which coverage is provided under Insuring Agreement I.A. of this Policy; and thereafter with respect to whatever remaining amount of the Limit of Liability is available after such payment, pay such other **Loss** for which coverage is provided under any other applicable Insuring Agreements in Section I of this Policy.

E. Merger or Acquisition

If, during the **Policy Period**, the **Organization** acquires the assets of another entity, by merger or otherwise, and the acquired assets of such other entity exceed thirty-five percent (35%) of the assets of the **Organization** as of the inception date of the Policy, written notice thereof shall be given to the **Insurer** as soon as practicable, but in no event later than ninety (90) days from the effective date of the transaction, together with such information as the **Insurer** may request. Premium adjustment and coverage revisions shall be effected as may be required by the **Insurer**.

F. Conversion to Run-Off Coverage

If prior to the end of the **Policy Period**, the **Organization** merges into another organization and the **Organization** is not the surviving entity, another organization or person acquires the right to elect or appoint more than fifty percent (50%) of the Board of Directors or other governing body of the **Organization**, or the **Organization** ceases to qualify as a not-for-profit organization under any federal, provincial and territorial legislation and/or the Internal Revenue Code (such events hereinafter referred to as **Transaction**), then:

(1) the **Organization** must give written notice of such **Transaction** to the **Insurer** within thirty (30) days after the effective date of such **Transaction**, and provide the **Insurer** with such information as the **Insurer** may deem necessary; and

(2) this Policy, including the **Discovery Period** if elected, shall apply, but only with respect to any **Wrongful Act** committed prior to the effective date of such **Transaction**.

G. Action Against the Insurer

(1) No action shall be taken against the **Insurer** unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this Policy, and until the **Insured's** obligation to pay shall have been finally determined by an adjudication against the **Insured** or by written agreement of the **Insured**, those filing the claim, and the **Insurer**.

(2) No person or organization shall have any right under this Policy to join the **Insurer** as a party to any **Claim** against any **Insured** nor shall the **Insurer** be impleaded by any **Insured** or their legal representative in any such **Claim**.

H. Subrogation

In the event of payment under this Policy, the **Insurer** shall be subrogated to all the **Insureds'** rights of recovery. The **Insureds** shall do everything necessary to secure such rights, including the execution of such documents necessary to enable the **Insurer** to effectively bring suit in the name of any **Insured**. In no event, however, shall the **Insurer** exercise its rights to subrogation against an **Insured Person** under this Policy unless, such **Insured Person**:

(1) has been convicted of a deliberate criminal act, or

(2) has been determined by a final adjudication adverse to the **Insured Person** to have committed a deliberate fraudulent act, or to have obtained any profit, advantage or remuneration to which such **Insured Person** was not legally entitled.

In the event the **Insurer** shall for any reason pay indemnifiable **Loss** on behalf of an **Insured Person**, the **Insurer** shall have the contractual right hereunder to recover from the **Organization** or any **Subsidiary** the amount of such **Loss** equal to the amount of the Retention not satisfied by the **Organization** or any **Subsidiary** and shall be subrogated to rights of the **Insured Persons** hereunder.

I. Conformity to Law

Any terms of this Policy which are in conflict with the terms of any applicable laws are hereby amended to conform to such laws.

J. Assignment

Assignment of interest under this Policy shall not bind the **Insurer** until its consent is endorsed hereon.

K. Representative of the Insurer

Great American Insurance Group, Executive Liability Division, Post Office Box 66943, Chicago, Illinois, 60666 shall act on behalf of the **Insurer** for all purposes including, but not limited to, the giving and receiving of all notices and correspondence.

L. Organization Represents Insured

By acceptance of this Policy, the **Organization** shall be designated to act on behalf of the **Insureds** for all purposes including, but not limited to, giving and receiving of all notices and correspondence, the cancellation or non-renewal of this Policy, the payment of premiums, and the receipt of any return premiums that may be due under this Policy.

M. Entire Agreement

By acceptance of this Policy, the **Insured** and the **Insurer** agree that this Policy (including the Proposal Forms submitted to the **Insurer** and any materials submitted therewith) and any written endorsements attached hereto constitute the entire agreement between the parties.

In witness whereof the **Insurer** has caused this Policy to be signed by its President and Secretary and countersigned, if required, on the Declarations page by a duly authorized agent of the **Insurer**.

GREAT AMERICAN INSURANCE COMPANY®

President *Secretary*

STATE OF HAWAII

DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
BUSINESS REGISTRATION DIVISION
335 Merchant Street
Mailing Address: Annual Filing, P.O. Box 40, Honolulu, HI 96810

DOMESTIC NONPROFIT CORPORATION ANNUAL REPORT AS OF October 1, 2017

CORPORATION NAME AND MAILING ADDRESS

HO`?LA `?INA K?PONO
PO BOX 300304
KAAAWA HI 96730

Principal Office Address

PO BOX 300304
KAAAWA HI 96730

1. Nature of Activities

THROUGH ADVOCACY, COMMUNITY-BASED ECONOMIC DEVELOPMENT PROJECTS, CULTURAL AND SUSTAINABILITY EDUCATION, AND MA KA HANA KA ‘IKE (BUILDING KNOWLEDGE THROUGH PRACTICE, AND LEADING BY EXAMPLE), WE PERPETUATE TRADITIONAL WISDOM FROM OUR K?PUNA (ANCESTORS), AND RESTORE OUR COLLECTIVE KULEANA (RESPONSIBILITY) TO M?LAMA ‘?INA, M?LAMA ‘OHANA, AND HO‘OIKAIKA PILINA K?NAKA (CARE FOR THE LAND, OUR FAMILIES, AND STRENGTHEN COMMUNITY RELATIONSHIPS).

2. The name of the registered agent and the registered agent's street address of the place of business in Hawaii of the person to which service of process and other notice and documents being served on or sent to the entity represented by it may be delivered to.

KAHIAU WALLACE
52-210 D KAMEHAMEHA HWY
HAUULA HI 96717

3. List all officers and directors.

Offices Held	Full Name	Address
P/D	KAHIAU,WALLACE	52-210 D KAMEHAMEHA HWY., HAUULA HI 96717
D	LUKE,MARK ALAPAKI	PO BOX 11085, HONOLULU HI 96828
D	TANGARO,HINANO TERAGI	55-533 NANILOA LP, LAIE HI 96762
D	FUKUMITSU, MALUHIA	84-546 MANUKU ST, WAIANAE HI 96792

CONTINUED ON OFFICERS ADDENDUM

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

CERTIFICATION

I certify under the penalties of Section 414D-12, Hawaii Revised Statutes, that I have read the above, the information is true and correct, and I am authorized to sign this report.

May 9, 2018	KAHIAU WALLACE	KAHIAU WALLACE
Date	Signature of authorized officer, attorney-in-fact for an officer, or receiver or trustee (if the corporation is in the hands of a receiver or trustee)	Print Name

FILE NO. 224518 D2
Rev. 10/2013

2017 **B18**
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BSA

OFFICERS ADDENDUM

Offices Held	Full Name	Address
S/D	KAMAKALALA,SHAELENE	P O BOX 570, KAAAWA HI 96730
V/D	LEOTA,KEALAULAOKAMAMO	P O BOX 732, HAUULA HI 96717
T/D	SOARES,RACHEL	PO BOX 171, HAUULA HI 96717

Department of Commerce and Consumer Affairs

CERTIFICATE OF GOOD STANDING

I, the undersigned Director of Commerce and Consumer Affairs of the State of Hawaii, do hereby certify that

HO`ĀLA `ĀINA KŪPONO

was incorporated under the laws of Hawaii on 11/19/2008 ; that it is an existing nonprofit corporation; and that, as far as the records of this Department reveal, has complied with all of the provisions of the Hawaii Nonprofit Corporations Act, regulating domestic nonprofit corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Department of Commerce and Consumer Affairs, at Honolulu, Hawaii.

Dated: May 30, 2018

Director of Commerce and Consumer Affairs

To check the authenticity of this certificate, please visit: http://hbe.ehawaii.gov/documents/authenticate.html
Authentication Code: 305623-COGS_PDF-224518D2

Hoʻāla ʻĀina Kūpono
Board of Directors 2018

Kahiau Wallace President 	Kahiau Wallace is the Education and Outreach Director at Kākoʻo ʻŌiwi in Heʻeia. There, she is in charge of implementing their Huliāmahi Alliance curriculum – whose goal is to build a relationship with the Koʻolaupoko community to bring them to Kākoʻo ʻŌiwi to learn and farm. Kahiau has 10 years of experience in ma ka hana ka ʻike learning and teaching. Prior to working at Kākoʻo ʻŌiwi, Kahiau was a lead teacher at Pūnana Leo o Koʻolauloa, Ke Kula ʻo Samuel Mānaiakalani Kamakau, and Pūnana Leo ʻo Kamakau. In her many years of teaching at Hawaiian language immersion schools, Kahiau has been responsible for leading and managing the classroom, execution of the curriculum and Hawaiian cultural family development classes. Kahiau is a Hawaiian language speaker and has much experience in both aloha ʻāina and mālama ʻāina practices.
Kealaulaokamamo Leota Board Vice President 	Kealaulaokamamo, known by most as Mamo, is a native of Hauʻula, Koʻolauloa. Mamo has extensive experience working with communities as a teacher of cultural education and outreach and as a cultural practitioner. Mamo currently works at Paepae o Heʻeia and is an avid farmer of both loʻi and loko iʻa. She is kamaʻāina to the ahupuaʻa of Kahana and helps with numerous mauka and makai restoration projects there. Mamo currently leads Hoʻāla's Ko Uka Workdays and spearheaded its youth hunter training and certification initiative.
Shaelene Kamakaʻala Secretary 	Shaelene Kamakaʻala was born and raised in the ahupuaʻa of Punaluʻu, Koʻolau Loa, Oʻahu. She graduated from the Kamehameha Schools in 2005 and completed her Associate's of Art Degree in Political Science from Marymount College, Palos Verdes, California in 2007, her Bachelor's Degree in Political Science from the University of San Diego in 2009, and most recently, her Juris Doctor Degree from the William S. Richardson School of Law in 2014. Shae is kupaʻāina of Kahana and is rooted and active in her community as the joint-co-founder of the Kahana Kilo Kai program – a grassroots and community-based ocean monitoring program. Shae now serves in the public sector as the Community Based Fisheries Area (CBFA) Coordinator for DLNR DAR/RCUH. In this role, Shae isworking with all sectors to tackle complex issuesfor the successful institutionalization and implementation of co-management relationships for Hawaiʻi's nearshore fisheries.

Rachel Elizabeth Kaʻipoleimanu Soares Treasurer 	Kaʻipo is a kupaʻāina of Kahana. She is a graduate of Ke Kula Kaiapuni o Anuenue and attended the University of Hawaiʻi at Mānoa from 2005-2006. She is an early childhood educator who was the lead teacher at Pūnana Leo ʻo Koʻolauloa from 2009-2014 before becoming the Director from 2010-2017. While at Pūnana Leo, besides leading the class daily, Kaʻipo created age appropriate Native Hawaiian cultural and ʻāina-based curriculum and led and taught Pūnana Leo Family Development classes. Kaʻipo currently works for Ke Kula Kaiapuni ʻo Hauʻula.
Mark Alapaki Luke 	Alapaki is Kahana ʻohana and is currently the Kūlana Hawaiʻi Division Chair and an Assistant Professor at Honolulu Community College. He graduated from the University of Hawaiʻi at Mānoa with a Bachelor of Arts degree in Geography with a minor in History. Alapaki has extensive experience teaching at both the Community College and University levels in both Hawaiian language and English. He wrote and currently administers the U.S. Department of Education Title III Grant "Hoʻāla Hou – Renewing a Pathway to Student Success Through Culture-Based Learning" at Honolulu Community College. He has overseen and facilitated various leadership counsels and professional development programs for faculty and students. Alapaki is passionate about perpetuating and teaching mālama ʻāina to Hawaiʻi's future generations.
Hinano Teragi Tangaro 	Hinano is a kupaʻāina of Hoʻolehua, Molokaʻi who has a Masters in Natural Resources and Environmental Management from the University of Hawaiʻi at Mānoa. She is currently a nursery manager with Hiʻipaka LLC at Waimea Valley, where she uses her native plant expertise daily. Hinano has extensive loʻi experience on both Maui, with her husbandʻs ʻohana land in Kahakuloa and in Kahaluʻu, Oʻahu. She has experience teaching traditional Hawaiian cultural practices on Molokaʻi where Hinano and her ʻohana run the Molokaʻi Makahiki.

Maluhia Fukumitsu 	Maluhia Fukumitsu is an administrative assistant for Greenworld Management Company Inc., and has worked there for 8 years. She graduated from Windward Community College in 2009 with an Associate of Arts degree, and has experience in commercial building management, financial management, and asset management. Maluhia is not only a member of Hoʻāla ʻĀina Kūpono, but is also a kupaʻāina of Hakipuʻu, and a descendant of the Hakipuʻu lōʻī kalo that Hoʻāla ʻĀina Kūpono is partnering with The Trust for Public Land to protect. Raised in the lōʻī, Maluhia's lifelong kalo farming lifestyle gives her intimate knowledge of the ecological and biocultural resources and functions of her beloved Hakipuʻu home.

Hoʻāla ʻĀina Kūpono
Expertise and Experience with ʻĀina Stewardship

Formed in 2009, Hoʻāla ʻAina Kūpono (Hoʻāla) is a non-profit 501(c)(3) who's mission is to perpetuate traditional wisdom from our kūpuna and restore our collective kuleana to mālama ʻāina, mālama ʻohana, hoʻoikaika pilina kānaka (strengthen community relationships). We currently have six board members who collectively not only have college and graduate level degrees focusing in mālama ʻāina, education, and advocacy, but also have years of experience with their communities as kupaʻāina and ʻohana of Kahana and Hakipuʻu. Our vision is to "e hoʻāla kānaka, e mālama ʻāina momona" – awaken the people of Kahana to sustain the land and community in health and abundance. Hoʻāla ʻAina Kūpono understands that Kahana is connected to our other Koʻolau communities through our mountain peaks, ridges, streams, fishponds, and ocean, and that the health of one Koʻolau community affects the health of all Koʻolau communities. With our mission and vision in mind, Hoʻāla has implemented four comprehensive programs with the goal of teaching the community to care for themselves, their families, and their ʻāina – ensuring community health for generations to come. Our four programs are, 1) Kahana ʻOhana Lawaiʻa Camp, 2) Ko Uka Workdays, 3) Aloha ʻĀina Workdays, and our 3) Kahana Kilo Kai Program. Hoʻāla ʻAina Kūpono looks forward to expanding our programs to include aloha ʻāina workdays and education at the Hakipuʻu lōʻī kalo.

1. **Kahana ʻOhana Lawaiʻa Camp**

The Lawaiʻa Camp is a 5-day camp centered on lawaiʻa (fishing). The camp brings families and friends of Kahana together for a multi-generational sharing of knowledge, and to have fun, bond, and learn to better manage their community resources. The camp has fun activities to help participants understand proper fishing practices and how to not overfish. See the link below for more insight on the positive impact this program has on the community:

- https://vimeo.com/102206181
- http://holladayweddings.com/hawaii-photography/kahana-lawaia-ohana-camp-2013/

2. **Ko Uka Workdays**

Ko Uka Workdays are focused on educating the community about the uplands of Kahana and understanding proper hunting practices to learn appropriate community resource management. This program includes a full hunter training course along with hunting certification.

3. **Aloha ʻĀina Workdays**

Aloha ʻĀina Workdays are focused on rebuilding and restoring Kahana's Huilua Fishpond. This program includes maintaining the vegetation surrounding Huilua, fish identification and monitoring, and learning traditional drystack masonry, or uhau humu pōhaku.

4. **Kahana Kilo Kai**

Kahana Kilo Kai is a community-based ocean monitoring and outreach program dedicated to managing the marine resources of Kahana Bay. The vision of the program is to build the community's capacity to restore Kahana's konohiki fishery and bring abundance back to the bay. See link below for pictures and more info on this program:

- https://www.facebook.com/kahanakilokai/

Hoʻāla empowers the community and other nonprofits rooted in the Hawaiian value system and traditional Hawaiian cultural practices to fulfill a kuleana (responsibility) of aloha ʻāina and mālama ʻāina. We have a unique pilina (bond) to the area of Hakipuʻu not only because our Board member, Maluhia Fukumitsu, is from Hakipuʻu, but also because our non-profit and Kahana community members often work with and support the ʻohana of Hakipuʻu for mālama ʻāina and community projects like kuʻi kalo, poi delivery, and participating in Hakipuʻu aloha ʻāina workdays. Additionally, we plan to utilize our extensive cultural ʻāina-based networks and resources to maintain and grow our kuleana to Hakipuʻu. Below is a list of some of our community partners, networks, and resources:

- Kuaʻāina Ulu ʻAuamo
- Hui Mālama Loko Iʻa
- E Alu Pū
- Limu Hui
- Iwi Kuamoʻo ʻo Koʻolau
- Windward ʻĀina-Based Education Network
- Friends of Kahana
- Kahana Community Association
- Koʻolauloa Hawaiian Civic Club
- Liliʻuokalani Trust
- Ke Kula Kaiapuni ʻo Hauʻula
- ʻAha Pūnana Leo
- Paepae o Heʻeia
- Kākoʻo ʻŌiwi
- Papahana Kuaola
- Kūmano I Ke Ala
- Hoʻoulu ʻĀina
- Ka Papa Lōʻī ʻo Kānewai / Punaluʻu
- Keiki o Ka ʻĀina
- Papakū no Kamehaʻikana
- Holladay Photo
- Nui Kealoha
- Ke Kahua o Kualiʻi
- Māʻilikūkahi ʻĀina Momona Academy
- Ke Kula Kaiapuni ʻo Pūʻōhala
- Kamehameha Schools Enrichment Programs