



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

November 13, 2012 8:01 AM
Doc No(s) A-47000152



1 2 / 2 KEO
B-32158769

/s/ NICKI ANN THOMPSON
REGISTRAR

Conveyance Tax: \$1.00

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail (X) Pickup () To:

Albert G. Boyce V
MTP Land Partners, LLC
PO Box 1870
Manteca, CA 95336

TITLE GUARANTY OF HAWAII HAS
FILED THIS DOCUMENT FOR RECORD
AS AN ACCOMMODATION ONLY. THIS
DOCUMENT HAS NOT BEEN
REVIEWED OR IN ANY WAY EXAMINED
AS TO ITS EFFECT ON REAL PROPERTY.

4429820

Dorie A. Kekaha

CAC

(2)

RLS

Tax Key: (2) 3-6-005-007

Total No. of Pages: 10

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That Michael W. Atherton Development, Inc., a California corporation, dba Atherton Homes, Boyce Holdings, Inc., a California corporation, Boyce Resource Development Company, a California corporation, and Albert G. Boyce Jr., Trustee of the Trust created under the Last Will and Testament of Albert G. Boyce dated November 2, 1978, hereinafter called the "Grantors", in consideration of the sum of One Thousand Dollars (\$1,000.00) and other good and valuable consideration to Grantors paid by MTP Land Partners, LLC, a Hawaii limited liability company, whose address is PO Box 1870, Manteca, CA 95336, hereinafter called the "Grantee," the receipt whereof is hereby acknowledged, does hereby grant and convey unto the Grantee all of Grantor's right, title and interest in and to the real property described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property"); subject, however, to all encumbrances noted on said Exhibit "A".

TO HAVE AND TO HOLD the same, together with any improvements thereon and the rights, easements, privileges, and appurtenances thereunto belonging or appertaining unto the Grantee, the heirs, representatives, administrators, successors and assigns of the Grantee, forever.

AND the Grantor covenants with the Grantee that the former is now seised in fee simple of the property granted; that the latter shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances, except the liens and encumbrances hereinbefore mentioned, and except also the liens and encumbrances created or permitted by the Grantee after the date hereof; and that the Grantor

EXHIBIT "5"

will WARRANT and DEFEND the Grantee against the lawful claims and demands of all persons claiming the whole or any part of the above bargained and granted lands and premises.

The term "Grantors" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, or neuter, the singular or plural number, individuals or corporations, and their and each of their respective successors, heirs, personal representatives, and permitted assigns, according to the context hereof. If these presents shall be signed by two or more Grantors or by two or more Grantees, all covenants of such parties shall for all purposes be joint and several.

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

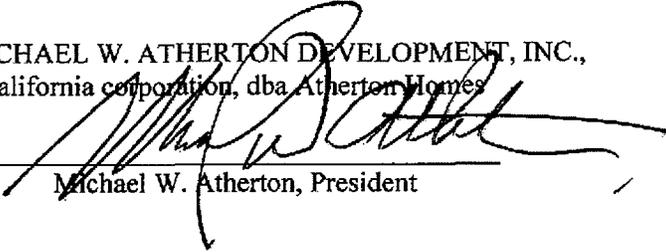
IN WITNESS WHEREOF, the Grantors have executed these presents on this 25th day of October, 2012.

(See signatures on following page.)

**SIGNATURE PAGE
FOR
WARRANTY DEED**

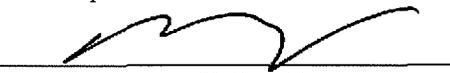
GRANTORS:

MICHAEL W. ATHERTON DEVELOPMENT, INC.,
a California corporation, dba Atherton Homes

By: 

Michael W. Atherton, President

BOYCE HOLDINGS, INC.,
a California corporation

By: 

Albert G. Boyce V, President

BOYCE RESOURCE DEVELOPMENT COMPANY,
a California corporation

By: 

Albert G. Boyce, Vice President


ALBERT G. BOYCE JR, Trustee of the Trust
created under the Last Will and Testament of
Albert G. Boyce dated November 2, 1978

This signature page may be executed in one or more counterparts.

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 15th day of November, 2012, before me personally appeared Michael Atherton, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal.

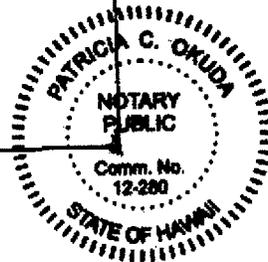


Patricia C. Okuda

Patricia C. Okuda

My commission expires: 8/26/14

| | | | |
|--------------------------|--------------------------|------------|----------------|
| Doc. Date: | <u>10/25/12</u> | # Pages: | <u>13</u> |
| Notary Name: | <u>Patricia C. Okuda</u> | <u>2nd</u> | <u>Circuit</u> |
| Doc. Descr: | <u>WARRANTY Deed</u> | | |
| <u>Patricia C. Okuda</u> | | | |
| Notary Signature | Date <u>11/1/12</u> | | |



State of California

County of San Joaquin

On Oct. 25, 2012, before me, Colleen E Johnson, Notary Public
(Here insert name and title of the officer)

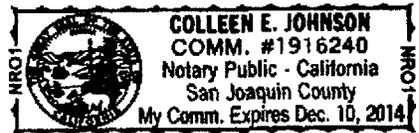
personally appeared Albert G Boyce Jr.
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Colleen E Johnson
Signature of Notary Public

(Notary Seal)



State of California

County of San Joaquin

On Oct 25, 2012, before me, Colleen E Johnson, Notary Public
(Here insert name and title of the officer)

personally appeared Albert G Boyce V
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Colleen E Johnson
Signature of Notary Public

(Notary Seal)

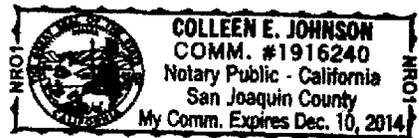


EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF HAWAII, COUNTY OF MAUI, AND IS DESCRIBED IN THE FOLLOWING NINE (9) PAGES:

EXHIBIT "A"

All of that certain parcel of land, being portions of Grant 2960 to J. Boardman; Grant 2069 to Kaai; R. P. 498, L. C. Aw. 236-1:1 to Charles Copp; Grant 2904 to John Crowder; Grant 3043 to J. Boardman; Grant 3152 to Henry Cornwell; R. P. 3130, L. C. Aw. 8874:1 to Kaneae; R. P. 102, L. C. Aw. 432 to Anthony Silva; and R. P. 4014, L. C. Aw. 5774:2 to Kaai; and all of R. P. 3139, L. C. Aw. 491:2 to Haawahine; R. P. 3130, L. C. Aw. 8874:2 to Kaneae R. P. 3139, L. C. Aw. 491:1 to Haawahine; R. P. 3139, L. C. Aw. 491:3 to Haawahine; R. P. 3156, L. C. Aw. 3527:1 to Kamohai L. C. Aw. 462-1 to Mahuka; Grant 2747:2 to Eugene Bal; Grant 1674 to E. W. Gleason; L. C. Aw. 462:2 to Mahuka; R. P. 6374, L. C. Aw. 5324:2 to Keakini; R. P. 3130, L. C. Aw. 8874:3 to Kaneae; R. P. 4014, L. C. Aw. 5774:4 to Kaai; R. P. 324, L. C. Aw. 455:2 to Haa; Grant 2342 to E. Bal; R. P. 41, L. C. Aw. 416:2 to John Crowder; R. P. 41, L. C. Aw. 416:1 to John Crowder; Grant 1146 to Antonio Sylva; and R. P. 3148, L. C. Aw. 10160:4 to Mahoe; being Hawaii Tropical Plantation Site, situated on the westerly side of Honoapiilani Highway, F.A.P. 13-G, at Waikapu, Wailuku, Island and County of Maui, State of Hawaii, and more particularly described as follows:

Beginning at a point at the southeast corner of this parcel of land, the coordinates of which point of beginning referred to Government Survey Triangulation Station "Luke" being 12,323.76 feet south and 3,181.31 feet west and running by azimuths measured clockwise from true south:

1. 106° 45' 1,319.23 feet along the remainder of Grant 3043 to J. Boardman, Grant 2960 to J. Boardman, Grant 3152 to Henry Cornwell;
2. 174° 00' 302.03 feet along the remainder of Grant 2960 to J. Boardman;
3. 166° 40' 40.00 feet along same;
4. 255° 00' 91.00 feet along same;
5. 185° 10' 285.00 feet along same and the remainder of Grant 2069 to Kaai;

6. 115° 55' 142.26 feet along the remainder of Grant 2069 to Kaai;
7. 206° 15' 539.15 feet along same;
8. 193° 30' 243.00 feet along same and the remainder of R. P. 3130, L. C. Aw. 8874:1 to Kaneae;
9. Thence along the remainder of R. P. 3130, L. C. Aw. 8874:1 to Kaneae; R. P. 4014, L. C. Aw. 5774:2 to Kaai and R. P. 498, L. C. Aw. 236-I:1 to Charles Copp on a curve to the right having a radius of 151.00 feet, the chord azimuth and distance being:
 - 229° 17' 30" 176.62 feet;
10. 265° 05' 125.00 feet along the remainder of R. P. 498, L. C. Aw. 236-I:1 to Charles Copp;
11. Thence along same on a curve to the left having a radius of 230.00 feet, the chord azimuth and distance being:
 - 235° 12' 30" 229.13 feet;
12. 205° 20' 195.00 feet along same;
13. 196° 50' 209.00 feet along same;
14. 212° 10' 88.31 feet along same;
15. 283° 30' 208.78 feet along R. P. 4104, L. C. Aw. 5774:1 to Kaai;
16. 301° 30' 195.00 feet along Grant 3152 to Henry Cornwell;
17. 276° 46' 57.80 feet along R. P. 102, L. C. Aw. 432 to Anthony Sylva;

- | | | | | |
|-----|---|-----|-------|---|
| 18. | 4° | 14' | | 160.90 feet along the remainder of R. P. 102, L. C. Aw. 432 to Anthony Sylva; |
| 19. | 357° | 05' | | 61.60 feet along same; |
| 20. | 354° | 18' | | 33.54 feet along same; |
| 21. | 86° | 01' | | 63.90 feet along same; |
| 22. | 351° | 55' | | 40.00 feet along R. P. 102, L. C. Aw. 432 to Anthony Sylva; |
| 23. | 359° | 06' | | 455.70 feet along same; |
| 24. | 349° | 25' | | 172.20 feet along same and Grant 1515 to Antonio Sylva; |
| 25. | 274° | 06' | | 222.20 feet along same; |
| 26. | 246° | 49' | | 138.02 feet along the remainder of Grant 2904 to John Crowder; |
| 27. | Thence along the westerly side of Honoapiilani Highway, F.A.P. 13-G, on a curve to the right having a radius of 12,242.70 feet, the chord azimuth and distance being: | | | |
| | 15° | 54' | 18.5" | 563.99 feet; |
| 28. | 17° | 13' | 30" | 296.94 feet along same; |
| 29. | Thence along same on a curve to the left having a radius of 2,899.93 feet, the chord azimuth and distance being: | | | |
| | 10° | 51' | 30" | 643.15 feet; |
| 30. | 4° | 29' | 30" | 16.00 feet along same to the point of beginning and containing an area of 59.054 acres, more or less. |

Together with the following easements appurtenant to the land herein conveyed as set forth in Deed recorded

March 24, 1983 in the Bureau of Conveyances of the State of Hawaii in Liber 16933 on Page 469, made by Wailuku Sugar Company, a Hawaii corporation, as "Grantor", and the Hawaii Tropical Plantation, a Hawaii limited partnership, as "Grantee":

1) A perpetual easement and right to discharge surface water runoff, from the parking lot and other improved areas from time to time constructed on the land herein conveyed, into existing drainage channels and culverts paralleling Honoapiilani Highway situated within Second Division Tax Map Key 3-6-4-1.

2) A perpetual easement and right to install, replace, maintain, repair and use, within Tax Map Key 3-6-4-1, (a) a waste water pipeline, and (b) an injection well or wells, together with the non-exclusive right of ingress thereto and egress therefrom over the Grantor's adjoining land, the exact location of the waste water pipeline easement and the injection well easements to be designated by the Grantee, subject to the approval of the Grantor, which approval shall not be unreasonably withheld.

3) As an alternative to the easement provided for in paragraph 2 above, at the option of Grantee, a perpetual easement and right to install, replace, maintain, repair and use, a waste water pipeline, together with the non-exclusive right of ingress thereto and egress therefrom, over the Grantor's adjoining lands to the north, to connect with the public sewerage pipeline servicing the new Wailuku Heights development; the exact location of the waste water pipeline easement will be designated by the Grantee, subject to the approval of the Grantor, which approval shall not unreasonably be withheld taking fully into account the economic and technical conclusions of the civil engineering study, now being undertaken at the request of Grantor and Grantee with respect to the pipeline and its connection to the public sewerage pipeline; Grantee shall further have the right to use any easements or rights of way available to Grantor for the purpose of enabling the waste water pipeline to cross under or over Waikapu stream, Waiko Road and Kuikahi Drive to connect with the Wailuku Heights sewerage pipeline to the north of the latter road.

4) A perpetual easement and right to install, replace, maintain, repair and use, within the area labeled Proposed Water Storage Easement and Proposed Water Pipeline Easement, (a) a water storage tank, and (b) water pipelines between the

western boundary of the land herein conveyed and the aforesaid water storage tank, together with the non-exclusive right of ingress thereto and egress therefrom over the Grantor's adjoining land, the exact location of the water pipeline easements and the water storage tank easement to be designated by the Grantee (within an area not to exceed 5,000 square feet for the storage tank and fifteen feet wide for the water pipeline easements), subject to the approval of the Grantor, which approval shall not be unreasonably withheld.

5) A perpetual nonexclusive waterline easement in the area designated Proposed Waterline Extension by C. Brewer, for waterlines to connect to the existing public waterline at the corner of Kemoa Place and Wilikona Place, and thence running to the northern boundary of the land herein conveyed, subject to the right of Grantor to dedicate the proposed waterline extension of the County of Maui for public purposes.

6) A perpetual nonexclusive easement for roadway purposes, for maintenance and agricultural support, but not for movement of visitors except to the extent approved by Grantor, over and across the existing dirt road; (i) in Second Division Tax Map Key 3-6-4-2 and 3-6-5-7 commencing at Honoapiilani Highway, approximately 180 feet north of the southern property line of the land herein conveyed, thence running in a westerly direction to the vicinity of Waihee ditch, thence in a northerly direction between Waihee ditch and the western boundary of the land herein conveyed, (ii) in Second Division Tax Map Key 3-6-5-7 over and across R. P. 4014 L. C. Aw. 5774:1 to Kaai and Grant 3152 to Henry Cornwell (reserving, however, unto the Grantor the right to relocate said existing dirt road); and (iii) in Second Division Tax Map Key 3-6-4-2 over and across the existing 12 ft. wide right-of-way easement to Honoapiilani Highway.

Grantor shall have the right to realign but not materially relocate those portions of said roadway described in (i) and (iii) above.

The easements described in paragraphs 2(b) and 4(a) shall be exclusive easements. The easements described in paragraphs 2(a), 3 and 4(b) shall be nonexclusive and Grantor reserves the right to use the easement areas for purposes which do not interfere with Grantee's use of the easements but Grantor shall not grant easements to third parties in the easement areas unless Grantor shall require the third party to agree for the

benefit of Grantee not to interfere with Grantee's use of the easements.

Together, further, with a non-exclusive easement for drainage purposes over, under and across Tax Map Keys (2) 3-7-002-001 and 003 as an appurtenance to the premises described herein, as granted by Easement for Drainage by and between Wailuku Agribusiness Co., Inc., a Hawaii corporation, as Grantor, and the Hawaii Tropical Plantation, a Hawaii limited partnership, as Grantee, recorded July 7, 2005 in the said Bureau of Conveyances as Document No. 2005-134398. Said easement being more particularly designated on map attached thereto.

Being all of the premises conveyed by Limited Warranty Deed recorded January 27, 2006 in the said Bureau of Conveyances as Document No. 2006-017392, from The Hawaii Tropical Plantation, a Hawaii limited partnership, as Grantor, to the Grantor herein, as to an undivided 50% interest; Michael W. Atherton Development, Inc., a California corporation, as to an undivided 16.667% interest; William S. Filios, Trustee of the William Filios Separate Property Trust dated April 3, 2000, as to an undivided 16.667% interest; Boyce Holdings, Inc., a California corporation, as to an undivided 8.333% interest; and Boyce Resource Development Company, a California corporation, as to an undivided 8.333% interest, as tenants in common, as Grantee.

SUBJECT, HOWEVER, to the following:

1. Title to all mineral and metallic mines reserved to the State of Hawaii.
2. Rights of the Native Tenants as reserved in Grant Nos. 1146, 2342, 2747, 2904, 2960 and 3043.
3. Commutation due, if any, to the State of Hawaii on Land Commission Award No. 462.
4. The effect, if any, of the location of Apana 4 of Land Commission Award No. 10,160, Royal Patent No. 3143 to MAHOE within Tax Map Key: (Maui) 3-6-05-07, as disclosed by Wailuku Sugar Company Map, as prepared by M. D. Monsarrat, dated October, 1882.

5. A Grant of Easement for utility purposes, in favor of Maui Electric Company, Limited, a Hawaii corporation, recorded in the said Bureau of Conveyances in Book 9921 on Page 1.

6. Reservations in favor of Wailuku Sugar Company, a Hawaii corporation, as set forth or disclosed by the Deed recorded March 24, 1983 in the said Bureau of Conveyances in Book 16933 on Page 469, as follows:

"RESERVING, HOWEVER, unto the Grantor and its successors and assigns:

1) A perpetual nonexclusive easement and right to install, replace, maintain, repair and use, in the easement area, an underground water pipeline, together with the right of ingress thereto and egress therefrom over the land herein conveyed, subject to that certain unrecorded Agreement concerning water pipeline of even date herewith.

2) A perpetual exclusive easement to maintain, repair and use that portion of the existing Waihee Ditch situated on any portion of the land herein conveyed.

3) A perpetual nonexclusive easement to maintain, repair and use the settling pond.

4) A perpetual nonexclusive easement for roadway purposes over and across the portion of the existing dirt road described in Item 6 of Grantee's appurtenant easements situated on any portion of the land herein conveyed.

5) A perpetual nonexclusive easement and right to install, replace, maintain and use, in the easement area shown as "8" water pipeline easement, together with the right of ingress thereto and egress therefrom over the land herein conveyed.

6) And, excepting from this Deed, all surface waters and ground waters and water rights including any applicable riparian or other appurtenant or prescriptive rights as may now or hereafter exist with respect to the property or any part hereof; provided,

however, that this exception is subject to the provisions of that certain unrecorded Water Agreement which provides in certain circumstances, for the right of Grantee, to drill a well or wells and to draw therefrom up to 500,000 gallons of water per day."

7. A Grant of Easement for utility purposes, in favor of Maui Electric Company, Limited, a Hawaii corporation, and Hawaiian Telephone Company, a Hawaii corporation (now Hawaiian Telcom, Inc.), recorded October 11, 1983 in the said Bureau of Conveyances in Book 17375 on Page 408.

8. The terms and provisions contained in the Farm Dwelling Agreement recorded November 14, 1983 in the said Bureau of Conveyances in Book 17452 on Page 64.

9. The terms and provisions contained in that certain Undated Agreement made by and between Wailuku Sugar Company, as "WWCO", Hawaii Tropical Plantation, a limited partnership, as "Developer", and the County of Maui and the Department of Water Supply, County of Maui, as "County" recorded May 16, 1984 in the said Bureau of Conveyances in Book 17877 on Page 754, made by and between Wailuku Sugar Company, as "WSCO"; Hawaii Tropical Plantation, a limited partnership, as "Developer", and the County of Maui and the Department of Water Supply, County of Maui, as "County".

10. A Grant of Easement for utility purposes, in favor of Maui Electric Company, Limited, a Hawaii corporation, and Hawaiian Telephone Company, a Hawaii corporation (now Hawaiian Telcom, Inc.), recorded February 2, 1987 in the said Bureau of Conveyances in Book 20331 Page 23.

11. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Unilateral Agreement and Declaration for Conditional Zoning recorded July 23, 1992 in the said Bureau of Conveyances as Document No. 92-118788.

12. Department of Taxation, Tax Map Bureau of the State of Hawaii, covering Tax Map Key 3-6-05-07, discloses the following:

a) Cane flume running over, across and through a portion of the land herein described, and colored in green and attached hereto as Exhibit "C".

b) Waihee Ditch running along a portion of the land herein described.

c) Easement "A", 15 feet wide, containing an area of 23,443 square feet, running over, across and through a portion of the land herein described, and colored in yellow and attached hereto as Exhibit "C".

d) Easement "B", 10 feet wide, containing an area of 17,638 square feet, running over, across and through a portion of the land herein described, and colored in orange and attached hereto as Exhibit "C".

e) Easement "D", 5 feet wide, containing an area of 175 square feet, running over, across and through a portion of the land herein described, and colored in blue and attached hereto as Exhibit "C".

13. The terms and provisions contained in the Private Fire Protection System Agreement recorded January 31, 1997 in the said Bureau of Conveyances as Document No. 97-015395.

14. Any and all leases, subleases and/or tenancy agreements, the rights thereunder and encumbrances thereto.

15. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.

END OF EXHIBIT "A"

Tax Key: (2) 3-6-005-007



R-129 STATE OF HAWAII
 BUREAU OF CONVEYANCES
 RECORDED
 JAN 02, 2008 08:01 AM
 Doc No(s) 2008-000129



/s/ CARL T. WATANABE
 REGISTRAR OF CONVEYANCES

20 1/1 Z12

CTax (20): \$1521.00

Handwritten mark

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail (✓) Pickup () To:

MR ALBERT BOYCE
 P O BOX 871
 MANTECA, CA 95336

TG: **A385657A** *RS*
 TGE: A7-204-3754-0003
 Dorie A. Kekaha

Tax Key: (2) 3-6-005-007

Total No. of Pages: 14 *CXA*

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That WILLIAM S. FILIOS, also known as WILLIAM FILIOS, Trustee of the William Filios Separate Property Trust dated April 3, 2000, with full power to purchase, sell, mortgage, dispose or otherwise hypothecate real property, whose address is c/o AKF Development, LLC, 1132 Norman Drive, Manteca, California 95336, hereinafter called the "Grantor," in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by BOYCE HOLDINGS, INC., a

California corporation, whose address is P. O. Box 871, Manteca, California 95336, BOYCE RESOURCE DEVELOPMENT COMPANY, a California corporation, whose address is P. O. Box 871, Manteca, California 95336, and ALBERT G. BOYCE, JR., Trustee of Trust B created under the Last Will and Testament of Albert G. Boyce dated November 2, 1978, with full power to purchase, sell, mortgage, dispose or otherwise hypothecate real property, whose address is P. O. Box 871, Manteca, California 95336, hereinafter called the "Grantee," the receipt whereof is hereby acknowledged, does hereby grant and convey unto the Grantee, an undivided 7.8% interest, as tenants in common (the said BOYCE HOLDINGS, INC. holding an undivided 2.6% interest, the said BOYCE RESOURCE DEVELOPMENT COMPANY holding an undivided 2.6% interest, and the said ALBERT G. BOYCE, JR., Trustee of Trust B created under the Last Will and Testament of Albert G. Boyce dated November 2, 1978, holding an undivided 2.6% interest), in and to the real property described in Exhibit "A" attached hereto and by this reference incorporated herein; subject, however, to all encumbrances noted on said Exhibit "A".

TO HAVE AND TO HOLD the same, together with any improvements thereon and the rights, easements, privileges, and appurtenances thereunto belonging or appertaining unto the

Grantee, the heirs, representatives, administrators, successors and assigns of the Grantee, forever.

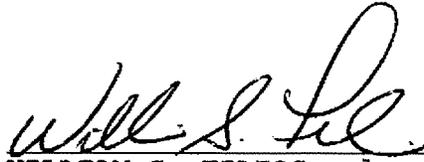
AND the Grantor covenants with the Grantee that the former is now seised in fee simple of the property granted; that the latter shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances, except the liens and encumbrances hereinbefore mentioned, and except also the liens and encumbrances created or permitted by the Grantee after the date hereof; and that the Grantor will WARRANT and DEFEND the Grantee against the lawful claims and demands of all persons claiming the whole or any part of the above bargained and granted lands and premises.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, or neuter, the singular or plural number, individuals or corporations, and their and each of their respective successors, heirs, personal representatives, and permitted assigns, according to the context hereof. If these presents shall be signed by two or more Grantors or by two or more Grantees, all covenants of such parties shall for all purposes be joint and several.

IN WITNESS WHEREOF, the Grantor has executed these presents on this 7th day of December, 2007.

APPROVED AS TO FORM:
MANCINI, WELCH & GEIGER LLP

By Peter A. Horovitz



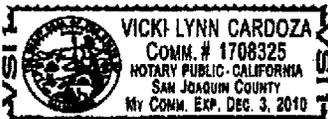
WILLIAM S. FILIOS, also known as
WILLIAM FILIOS

Trustee of the William Filios
Separate Property Trust dated
April 3, 2000

Grantor

STATE OF California)
COUNTY OF San Joaquin) SS.

On this 10th day of December, 2007, before me personally appeared WILLIAM S. FILIOS, also known as WILLIAM FILIOS, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Vicki Lynn Cardoza
Print Name: Vicki Lynn Cardoza
Notary Public, in and for said
State and County.

My commission expires: 12-3-10

EXHIBIT "A"

All of that certain parcel of land, being portions of Grant 2960 to J. Boardman; Grant 2069 to Kaai; R. P. 498, L. C. Aw. 236-1:1 to Charles Copp; Grant 2904 to John Crowder; Grant 3043 to J. Boardman; Grant 3152 to Henry Cornwell; R. P. 3130, L. C. Aw. 8874:1 to Kaneae; R. P. 102, L. C. Aw. 432 to Anthony Silva; and R. P. 4014, L. C. Aw. 5774:2 to Kaai; and all of R. P. 3139, L. C. Aw. 491:2 to Haawahine; R. P. 3130, L. C. Aw. 8874:2 to Kaneae R. P. 3139, L. C. Aw. 491:1 to Haawahine; R. P. 3139, L. C. Aw. 491:3 to Haawahine; R. P. 3156, L. C. Aw. 3527:1 to Kamohai L. C. Aw. 462-1 to Mahuka; Grant 2747:2 to Eugene Bal; Grant 1674 to E. W. Gleason; L. C. Aw. 462:2 to Mahuka; R. P. 6374, L. C. Aw. 5324:2 to Keakini; R. P. 3130, L. C. Aw. 8874:3 to Kaneae; R. P. 4014, L. C. Aw. 5774:4 to Kaai; R. P. 324, L. C. Aw. 455:2 to Haa; Grant 2342 to E. Bal; R. P. 41, L. C. Aw. 416:2 to John Crowder; R. P. 41, L. C. Aw. 416:1 to John Crowder; Grant 1146 to Antonio Sylva; and R. P. 3148, L. C. Aw. 10160:4 to Mahoe; being Hawaii Tropical Plantation Site, situated on the westerly side of Honoapiilani Highway, F.A.P. 13-G, at Waikapu, Wailuku, Island and County of Maui, State of Hawaii, and more particularly described as follows:

Beginning at a point at the southeast corner of this parcel of land, the coordinates of which point of beginning referred to Government Survey Triangulation Station "Luke" being 12,323.76 feet south and 3,181.31 feet west and running by azimuths measured clockwise from true south:

- | | | |
|----|----------|--|
| 1. | 106° 45' | 1,319.23 feet along the remainder of Grant 3043 to J. Boardman, Grant 2960 to J. Boardman, Grant 3152 to Henry Cornwell; |
| 2. | 174° 00' | 302.03 feet along the remainder of Grant 2960 to J. Boardman; |
| 3. | 166° 40' | 40.00 feet along same; |
| 4. | 255° 00' | 91.00 feet along same; |
| 5. | 185° 10' | 285.00 feet along same and the remainder of Grant 2069 to Kaai; |

6. 115° 55' 142.26 feet along the remainder of Grant 2069 to Kaai;
7. 206° 15' 539.15 feet along same;
8. 193° 30' 243.00 feet along same and the remainder of R. P. 3130, L. C. Aw. 8874:1 to Kaneae;
9. Thence along the remainder of R. P. 3130, L. C. Aw. 8874:1 to Kaneae; R. P. 4014, L. C. Aw. 5774:2 to Kaai and R. P. 498, L. C. Aw. 236-I:1 to Charles Copp on a curve to the right having a radius of 151.00 feet, the chord azimuth and distance being:
 - 229° 17' 30" 176.62 feet;
10. 265° 05' 125.00 feet along the remainder of R. P. 498, L. C. Aw. 236-I:1 to Charles Copp;
11. Thence along same on a curve to the left having a radius of 230.00 feet, the chord azimuth and distance being:
 - 235° 12' 30" 229.13 feet;
12. 205° 20' 195.00 feet along same;
13. 196° 50' 209.00 feet along same;
14. 212° 10' 88.31 feet along same;
15. 283° 30' 208.78 feet along R. P. 4104, L. C. Aw. 5774:1 to Kaai;
16. 301° 30' 195.00 feet along Grant 3152 to Henry Cornwell;
17. 276° 46' 57.80 feet along R. P. 102, L. C. Aw. 432 to Anthony Sylva;

- | | | | | |
|-----|---|-----|-------|--|
| 18. | 4° | 14' | | 160.90 feet along the remainder of R. P. 102, L. C. Aw. 432 to Anthony Sylva; |
| 19. | 357° | 05' | | 61.60 feet along same; |
| 20. | 354° | 18' | | 33.54 feet along same; |
| 21. | 86° | 01' | | 63.90 feet along same; |
| 22. | 351° | 55' | | 40.00 feet along R. P. 102, L. C. Aw. 432 to Anthony Sylva; |
| 23. | 359° | 06' | | 455.70 feet along same; |
| 24. | 349° | 25' | | 172.20 feet along same and Grant 1515 to Antonio Sylva; |
| 25. | 274° | 06' | | 222.20 feet along same; |
| 26. | 246° | 49' | | 138.02 feet along the remainder of Grant 2904 to John Crowder; |
| 27. | Thence along the westerly side of Honoapiilani Highway, F.A.P. 13-G, on a curve to the right having a radius of 12,242.70 feet, the chord azimuth and distance being: | | | |
| | 15° | 54' | 18.5" | 563.99 feet; |
| 28. | 17° | 13' | 30" | 296.94 feet along same; |
| 29. | Thence along same on a curve to the left having a radius of 2,899.93 feet, the chord azimuth and distance being: | | | |
| | 10° | 51' | 30" | 643.15 feet; |
| 30. | 4° | 29' | 30" | 16.00 feet along same to the point of beginning and containing an area of 59.054 acres, more or less. |

Together with the following easements appurtenant
to the land herein conveyed as set forth in Deed recorded

March 24, 1983 in the Bureau of Conveyances of the State of Hawaii in Liber 16933 on Page 469, made by Wailuku Sugar Company, a Hawaii corporation, as "Grantor", and the Hawaii Tropical Plantation, a Hawaii limited partnership, as "Grantee":

1) A perpetual easement and right to discharge surface water runoff, from the parking lot and other improved areas from time to time constructed on the land herein conveyed, into existing drainage channels and culverts paralleling Honoapiilani Highway situated within Second Division Tax Map Key 3-6-4-1.

2) A perpetual easement and right to install, replace, maintain, repair and use, within Tax Map Key 3-6-4-1, (a) a waste water pipeline, and (b) an injection well or wells, together with the non-exclusive right of ingress thereto and egress therefrom over the Grantor's adjoining land, the exact location of the waste water pipeline easement and the injection well easements to be designated by the Grantee, subject to the approval of the Grantor, which approval shall not be unreasonably withheld.

3) As an alternative to the easement provided for in paragraph 2 above, at the option of Grantee, a perpetual easement and right to install, replace, maintain, repair and use, a waste water pipeline, together with the non-exclusive right of ingress thereto and egress therefrom, over the Grantor's adjoining lands to the north, to connect with the public sewerage pipeline servicing the new Wailuku Heights development; the exact location of the waste water pipeline easement will be designated by the Grantee, subject to the approval of the Grantor, which approval shall not unreasonably be withheld taking fully into account the economic and technical conclusions of the civil engineering study, now being undertaken at the request of Grantor and Grantee with respect to the pipeline and its connection to the public sewerage pipeline; Grantee shall further have the right to use any easements or rights of way available to Grantor for the purpose of enabling the waste water pipeline to cross under or over Waikapu stream, Waiko Road and Kuikahi Drive to connect with the Wailuku Heights sewerage pipeline to the north of the latter road.

4) A perpetual easement and right to install, replace, maintain, repair and use, within the area labeled Proposed Water Storage Easement and Proposed Water Pipeline Easement, (a) a water storage tank, and (b) water pipelines between the

western boundary of the land herein conveyed and the aforesaid water storage tank, together with the non-exclusive right of ingress thereto and egress therefrom over the Grantor's adjoining land, the exact location of the water pipeline easements and the water storage tank easement to be designated by the Grantee (within an area not to exceed 5,000 square feet for the storage tank and fifteen feet wide for the water pipeline easements), subject to the approval of the Grantor, which approval shall not be unreasonably withheld.

5) A perpetual nonexclusive waterline easement in the area designated Proposed Waterline Extension by C. Brewer, for waterlines to connect to the existing public waterline at the corner of Kemoa Place and Wilikona Place, and thence running to the northern boundary of the land herein conveyed, subject to the right of Grantor to dedicate the proposed waterline extension of the County of Maui for public purposes.

6) A perpetual nonexclusive easement for roadway purposes, for maintenance and agricultural support, but not for movement of visitors except to the extent approved by Grantor, over and across the existing dirt road; (i) in Second Division Tax Map Key 3-6-4-2 and 3-6-5-7 commencing at Honoapiilani Highway, approximately 180 feet north of the southern property line of the land herein conveyed, thence running in a westerly direction to the vicinity of Waihee ditch, thence in a northerly direction between Waihee ditch and the western boundary of the land herein conveyed, (ii) in Second Division Tax Map Key 3-6-5-7 over and across R. P. 4014 L. C. Aw. 5774:1 to Kaai and Grant 3152 to Henry Cornwell (reserving, however, unto the Grantor the right to relocate said existing dirt road); and (iii) in Second Division Tax Map Key 3-6-4-2 over and across the existing 12 ft. wide right-of-way easement to Honoapiilani Highway.

Grantor shall have the right to realign but not materially relocate those portions of said roadway described in (i) and (iii) above.

The easements described in paragraphs 2(b) and 4(a) shall be exclusive easements. The easements described in paragraphs 2(a), 3 and 4(b) shall be nonexclusive and Grantor reserves the right to use the easement areas for purposes which do not interfere with Grantee's use of the easements but Grantor shall not grant easements to third parties in the easement areas unless Grantor shall require the third party to agree for the

benefit of Grantee not to interfere with Grantee's use of the easements.

Together, further, with a non-exclusive easement for drainage purposes over, under and across Tax Map Keys (2) 3-7-002-001 and 003 as an appurtenance to the premises described herein, as granted by Easement for Drainage by and between Wailuku Agribusiness Co., Inc., a Hawaii corporation, as Grantor, and the Hawaii Tropical Plantation, a Hawaii limited partnership, as Grantee, recorded July 7, 2005 in the said Bureau of Conveyances as Document No. 2005-134398. Said easement being more particularly designated on map attached thereto.

Being the premises conveyed by the following:

1. Limited Warranty Deed recorded January 27, 2006 in the said Bureau of Conveyances as Document No. 2006-017392 between The Hawaii Tropical Plantation, a Hawaii limited partnership, as Grantor, and Larry W. Anderson and Georgeann M. Anderson, husband and wife, as to an undivided 50% interest; Michael W. Atherton Development, Inc., a California corporation, as to an undivided 16.667% interest; William S. Filios, Trustee of the William Filios Separate Property Trust dated April 3, 2000, as to an undivided 16.667% interest; Boyce Holdings, Inc., a California corporation, as to an undivided 8.333% interest; and Boyce Resource Development Company, a California corporation, as to an undivided 8.333% interest, as Tenants in Common, as Grantee.

2. Warranty Deed recorded August 30, 2007 in the said Bureau of Conveyances as Document No. 2007-155156, between Larry W. Anderson and Georgeann M. Anderson, husband and wife, as Grantor, and Manteca 07-2065, LLC, a California limited liability company, as to an undivided 50% interest, as Grantee.

3. Warranty Deed recorded OCT 8, 2007 in the said Bureau of Conveyances as Document No. 2007-185220 between Manteca 07-2065, LLC, a California limited liability company, as Grantor, to Michael W. Atherton Development, Inc., a California corporation, as to an undivided 15.4165% interest; William Filios, Trustee of the William Filios Separate Property Trust dated April 3, 2000, as to an undivided 15.4165% interest; Boyce Holdings, Inc., a California corporation, as to an undivided 11.111% interest; Boyce Resource Development Company, a California corporation, as to an undivided 5.556% interest,

and Albert G. Boyce, Jr., Trustee of Trust B created under the Last Will and Testament of Albert G. Boyce dated November 2, 1978, as to an undivided 2.5% interest, as Tenants in Common, as Grantee.

SUBJECT, HOWEVER, to the following:

1. Title to all mineral and metallic mines reserved to the State of Hawaii.
2. Rights of the Native Tenants as reserved in Grant Nos. 1146, 2342, 2747, 2904, 2960 and 3043.
3. Commutation due, if any, to the State of Hawaii on Land Commission Award No. 462.
4. The effect, if any, of the location of Apana 4 of Land Commission Award No. 10,160, Royal Patent No. 3143 to MAHOE within Tax Map Key: (Maui) 3-6-05-07, as disclosed by Wailuku Sugar Company Map, as prepared by M. D. Monsarrat, dated October, 1882.
5. A Grant of Easement for utility purposes, in favor of Maui Electric Company, Limited, a Hawaii corporation, recorded in the said Bureau of Conveyances in Book 9921 on Page 1.
6. Reservations in favor of Wailuku Sugar Company, a Hawaii corporation, as set forth or disclosed by the Deed recorded March 24, 1983 in the said Bureau of Conveyances in Book 16933 on Page 469, as follows:

"RESERVING, HOWEVER, unto the Grantor and its successors and assigns:

1) A perpetual nonexclusive easement and right to install, replace, maintain, repair and use, in the easement area, an underground water pipeline, together with the right of ingress thereto and egress therefrom over the land herein conveyed, subject to that certain unrecorded Agreement concerning water pipeline of even date herewith.

2) A perpetual exclusive easement to maintain, repair and use that portion of the existing

Waihee Ditch situated on any portion of the land herein conveyed.

3) A perpetual nonexclusive easement to maintain, repair and use the settling pond.

4) A perpetual nonexclusive easement for roadway purposes over and across the portion of the existing dirt road described in Item 6 of Grantee's appurtenant easements situated on any portion of the land herein conveyed.

5) A perpetual nonexclusive easement and right to install, replace, maintain and use, in the easement area shown as "8" water pipeline easement, together with the right of ingress thereto and egress therefrom over the land herein conveyed.

6) And, excepting from this Deed, all surface waters and ground waters and water rights including any applicable riparian or other appurtenant or prescriptive rights as may now or hereafter exist with respect to the property or any part hereof; provided, however, that this exception is subject to the provisions of that certain unrecorded Water Agreement which provides in certain circumstances, for the right of Grantee, to drill a well or wells and to draw therefrom up to 500,000 gallons of water per day."

7. A Grant of Easement for utility purposes, in favor of Maui Electric Company, Limited, a Hawaii corporation, and Hawaiian Telephone Company, a Hawaii corporation (now Hawaiian Telcom, Inc.), recorded October 11, 1983 in the said Bureau of Conveyances in Book 17375 on Page 408.

8. The terms and provisions contained in the Farm Dwelling Agreement recorded November 14, 1983 in the said Bureau of Conveyances in Book 17452 on Page 64.

9. The terms and provisions contained in that certain Undated Agreement made by and between Wailuku Sugar Company, as "WWCO", Hawaii Tropical Plantation, a limited partnership, as "Developer", and the County of Maui and the Department of Water Supply, County of Maui, as "County" recorded May 16, 1984 in the said Bureau of Conveyances in Book 17877 on Page 754, made by and between Wailuku Sugar Company, as "WSCO";

Hawaii Tropical Plantation, a limited partnership, as "Developer", and the County of Maui and the Department of Water Supply, County of Maui, as "County".

10. A Grant of Easement for utility purposes, in favor of Maui Electric Company, Limited, a Hawaii corporation, and Hawaiian Telephone Company, a Hawaii corporation (now Hawaiian Telcom, Inc.), recorded February 2, 1987 in the said Bureau of Conveyances in Book 20331 Page 23.

11. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Unilateral Agreement and Declaration for Conditional Zoning recorded July 23, 1992 in the said Bureau of Conveyances as Document No. 92-118788.

12. Department of Taxation, Tax Map Bureau of the State of Hawaii, covering Tax Map Key 3-6-05-07, discloses the following:

a) Cane flume running over, across and through a portion of the land herein described, and colored in green and attached hereto as Exhibit "C".

b) Waihee Ditch running along a portion of the land herein described.

c) Easement "A", 15 feet wide, containing an area of 23,443 square feet, running over, across and through a portion of the land herein described, and colored in yellow and attached hereto as Exhibit "C".

d) Easement "B", 10 feet wide, containing an area of 17,638 square feet, running over, across and through a portion of the land herein described, and colored in orange and attached hereto as Exhibit "C".

e) Easement "D", 5 feet wide, containing an area of 175 square feet, running over, across and through a portion

of the land herein described, and colored in blue and attached hereto as Exhibit "C".

13. The terms and provisions contained in the Private Fire Protection System Agreement recorded January 31, 1997 in the said Bureau of Conveyances as Document No. 97-015395.

14. Any and all leases, subleases and/or tenancy agreements, the rights thereunder and encumbrances thereto.

15. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.

END OF EXHIBIT "A"

Tax Key: (2) 3-6-005-007



R-732

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
JAN 27, 2006 08:02 AM
Doc No(s) 2006-017392



ISI CARL T. WATANABE
REGISTRAR OF CONVEYANCES
CTax (35): \$28000.00

20 1/1 Z9

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail () Pickup () To:

Maui Tropical Plantation
1670 Honoapiilani Highway
Wailuku, HI 96793

1906313



Tax Key: (2) 3-6-005-007

Total No. of Pages: 1520^h

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That THE HAWAII TROPICAL PLANTATION, a Hawaii limited partnership, whose address is 1670 Honoapiilani Highway, Wailuku, Hawaii 96793, hereinafter called the "Grantor," in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor paid by LARRY W. ANDERSON and GEORGEANN M. ANDERSON, husband and wife, whose mailing address is c/o Anderson Homes, 1420 South Mills Ave., Suite A, Lodi, California, 95241 (collectively the "Andersons"), MICHAEL W. ATHERTON DEVELOPMENT, INC., a California corporation whose

94433

address is 1132 Norman Drive, Manteca, California, 95336 ("Atherton Corp."), WILLIAM S. FILIOS, Trustee of the William Filios Separate Property Trust dated April 3, 2000 whose address is 5348 St. Andrews Drive, Stockton, California, 95219 ("Filios"), BOYCE HOLDINGS, INC., a California corporation whose address is 120 Manteca Avenue, P.O. Box 1870, Manteca, California, 95336 ("BHI"), BOYCE RESOURCE DEVELOPMENT COMPANY, a California corporation whose address is 120 Manteca Avenue, P.O. Box 1870, Manteca, California, 95336 ("BRDC"). The Andersons, Atherton Corp., Filios, BHI and BRDC are collectively called the "Grantee," the receipt whereof is hereby acknowledged, does hereby grant and convey unto the Grantee as tenants in Common (with the Andersons holding an undivided fifty-percent (50%) interest as community property between them, Atherton Corp. holding an undivided sixteen and 667/1000 percent (16.667%) interest, Filios holding an undivided sixteen and 667/1000 percent (16.667%) interest, BHI holding an undivided eight and 333/1000 percent (8.333%) interest and BRDC holding an undivided eight and 333/1000 percent (8.333%) interest, all of Grantor's right, title and interest in and to the real property described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property"); subject, however, to all encumbrances noted on said Exhibit "A".

TO HAVE AND TO HOLD the same, together with any improvements thereon and the rights, easements, privileges, and

94433

appurtenances thereunto belonging or appertaining unto the Grantee, the heirs, representatives, administrators, successors and assigns of the Grantee, forever.

AND the Grantor covenants with the Grantee that the former is now seised in fee simple of the property granted; that the latter shall enjoy the same without any lawful disturbance; that the same is free from all encumbrances made by persons claiming by, through or under the Grantor, except the liens and encumbrances hereinbefore mentioned, and except also the liens and encumbrances created or permitted by the Grantee after the date hereof; and that the Grantor will WARRANT and DEFEND the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor, except as aforesaid.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, or neuter, the singular or plural number, individuals or corporations, and their and each of their respective successors, heirs, personal representatives, and permitted assigns, according to the context hereof. If these presents shall be signed by two or more Grantors or by two or more Grantees, all covenants of such parties shall for all purposes be joint and several.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an

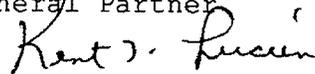
original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

- REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK -

IN WITNESS WHEREOF, the Grantor and Grantee have executed these presents on this ____ day of JAN 25 2006, 20__.

Grantor: THE HAWAII TROPICAL PLANTATION.

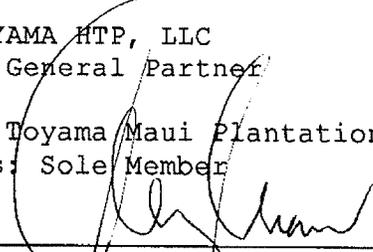
By WAILUKU PLANTATIONS, INC.
Its General Partner



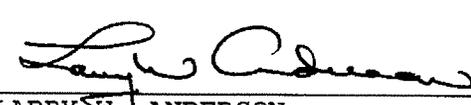
By: Kent T. Lucien
Its: Chairman

By TOYAMA HTP, LLC
Its General Partner

By: Toyama Maui Plantation, Inc.
Its: Sole Member


By: Andrey Chan
Its: Vice President

Grantee:


LARRY W. ANDERSON


GEORGANN M. ANDERSON

MICHAEL W. ATHERTON DEVELOPMENT, INC.

By: MICHAEL W. ATHERTON
Its: President

IN WITNESS WHEREOF, the Grantor and Grantee have
executed these presents on this ____ day of _____,
20__.

Grantor: THE HAWAII TROPICAL PLANTATION.

By WAILUKU PLANTATIONS, INC.
Its General Partner

By: Kent T. Lucien
Its: Chairman

By TOYAMA HTP, LLC
Its General Partner

By: Toyama Maui Plantation, Inc.
Its: Sole Member

By: Andrey Chan
Its: Vice President

Grantee:

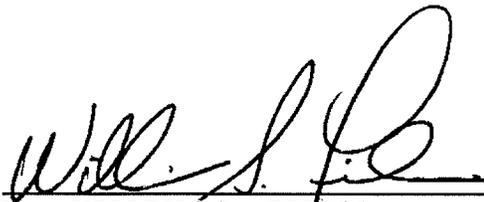
LARRY W. ANDERSON

GEORGEANN M. ANDERSON

MICHAEL W. ATHERTON DEVELOPMENT, INC.

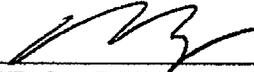


By: MICHAEL W. ATHERTON
Its: President



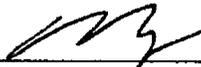
By: WILLIAM S. FILIOS, Trustee of The
William Filios Separate Property dated
April 3, 2000

BOYCE HOLDINGS, INC.



By: ALBERT G. BOYCE, V
Its: President

BOYCE RESOURCE DEVELOPMENT COMPANY



By: ALBERT G. BOYCE, V
Its: Vice-President

STATE OF HAWAII)
)
) *nha*) SS.
CITY AND COUNTY OF ~~MAUI~~ HONOLULU)

On this 23rd day of January, 2006, before me personally appeared **KENT T. LUCIEN**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

L.S.

Nancy H. Sueyoshi
Print Name: Nancy H. Sueyoshi
Notary Public, State of Hawaii.

My commission expires: 4-13-2007

STATE OF HAWAII)
)
) SS.
COUNTY OF ~~MAUI~~ Hawaii)

On this 23rd day of January, 2006, before me personally appeared **ANDREY CHAN**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

L.S.

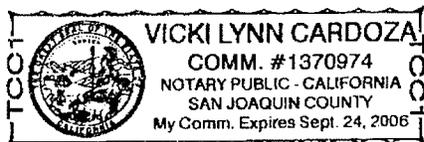
Haidee O. Kanakanui
Print Name: Haidee O. Kanakanui
Notary Public, State of Hawaii.

My commission expires: 3-23-2007

State of California)
) ss.
County of San Joaquin)

On January 23, 2006, before me, the undersigned, a Notary Public in and for said State, personally appeared **MICHAEL W. ATHERTON, WILLIAM S. FILIOS, and ALBERT G. BOYCE V**, personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Vicki Lynn Cardoza

Notary Public

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 26th day of January, 2006, before me personally appeared **LARRY W. ANDERSON** and **GEORGEANN M. ANDERSON**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.

W

Kristi Lynn E. S. Heeka
Print Name: Kristi Lynn E. S. Heeka
Notary Public, State of Hawaii

My commission expires: May 1, 2009

EXHIBIT "A"

All of that certain parcel of land, being portions of Grant 2960 to J. Boardman; Grant 2069 to Kaai; R. P, 498, L. C. Aw. 236-1:1 to Charles Copp; Grant 2904 to John Crowder; Grant 3043 to J. Boardman; Grant 3152 to Henry Cornwell; R. P. 3130, L. C. Aw. 8874:1 to Kaneae; R. P. 102, L. C. Aw. 432 to Anthony Silva; and R. P. 4014, L. C. Aw. 5774:2 to Kaai; and all of R. P. 3139, L. C. Aw. 491:2 to Haawahine; R. P. 3130, L. C. Aw. 8874:2 to Kaneae R. P. 3139, L. C. Aw. 491:1 to Haawahine; R. P. 3139, L. C. Aw. 491:3 to Haawahine; R. P. 3156, L. C. Aw. 3527:1 to Kamohai L. C. Aw. 462-1 to Mahuka; Grant 2747:2 to Eugene Bal; Grant 1674 to E. W. Gleason; L. C. Aw. 462:2 to Mahuka; R. P. 6374, L. C. Aw. 5324:2 to Keakini; R. P. 3130, L. C. Aw. 8874:3 to Kaneae; R. P. 4014, L. C. Aw. 5774:4 to Kaai; R. P. 324, L. C. Aw. 455:2 to Haa; Grant 2342 to E. Bal; R. P. 41, L. C. Aw. 416:2 to John Crowder; R. P. 41, L. C. Aw. 416:1 to John Crowder; Grant 1146 to Antonio Sylva; and R. P. 3148, L. C. Aw. 10160:4 to Mahoe; being Hawaii Tropical Plantation Site, situated on the westerly side of Honoapiillani Highway, F.A.P. 13-G, at Waikapu, Wailuku, Island and County of Maui, State of Hawaii, and more particularly described as follows:

Beginning at a point at the southeast corner of this parcel of land, the coordinates of which point of beginning referred to Government Survey Triangulation Station "Luke" being 12,323.76 feet south and 3,181.31 feet west and running by azimuths measured clockwise from true south:

1. 106° 45' 1,319.23 feet along the remainder of Grant 3043 to J. Boardman, Grant 2960 to J. Boardman, Grant 3152 to Henry Cornwell;
2. 174° 00' 302.03 feet along the remainder of Grant 2960 to J. Boardman;
3. 166° 40' 40.00 feet along same;
4. 255° 00' 91.00 feet along same;
5. 185° 10' 285.00 feet along same and the remainder of Grant 2069 to Kaai;

6. 115° 55' 142.26 feet along the remainder of Grant 2069 to Kaai;
7. 206° 15' 539.15 feet along same;
8. 193° 30' 243.00 feet along same and the remainder of R. P. 3130, L. C. Aw. 8874:1 to Kaneae;
9. Thence along the remainder of R. P. 3130, L. C. Aw. 8874:1 to Kaneae; R. P. 4014, L. C. Aw. 5774:2 to Kaai and R. P. 498, L. C. Aw. 236-I:1 to Charles Copp on a curve to the right having a radius of 151.00 feet, the chord azimuth and distance being:
 - 229° 17' 30" 176.62 feet;
10. 265° 05' 125.00 feet along the remainder of R. P. 498, L. C. Aw. 236-I:1 to Charles Copp;
11. Thence along same on a curve to the left having a radius of 230.00 feet, the chord azimuth and distance being:
 - 235° 12' 30" 229.13 feet;
12. 205° 20' 195.00 feet along same;
13. 196° 50' 209.00 feet along same;
14. 212° 10' 88.31 feet along same;
15. 283° 30' 208.78 feet along R. P. 4104, L. C. Aw. 5774:1 to Kaai;
16. 301° 30' 195.00 feet along Grant 3152 to Henry Cornwell;
17. 276° 46' 57.80 feet along R. P. 102, L. C. Aw. 432 to Anthony Sylva;

- | | | | |
|-----|---|-----------|---|
| 18. | 4° | 14' | 160.90 feet along the remainder of R. P. 102, L. C. Aw. 432 to Anthony Sylva; |
| 19. | 357° | 05' | 61.60 feet along same; |
| 20. | 354° | 18' | 33.54 feet along same; |
| 21. | 86° | 01' | 63.90 feet along same; |
| 22. | 351° | 55' | 40.00 feet along R. P. 102, L. C. Aw. 432 to Anthony Sylva; |
| 23. | 359° | 06' | 455.70 feet along same; |
| 24. | 349° | 25' | 172.20 feet along same and Grant 1515 to Antonio Sylva; |
| 25. | 274° | 06' | 222.20 feet along same; |
| 26. | 246° | 49' | 138.02 feet along the remainder of Grant 2904 to John Crowder; |
| 27. | Thence along the westerly side of Honoapiilani Highway, F.A.P. 13-G, on a curve to the right having a radius of 12,242.70 feet, the chord azimuth and distance being: | | |
| | 15° | 54' 18.5" | 563.99 feet; |
| 28. | 17° | 13' 30" | 296.94 feet along same; |
| 29. | Thence along same on a curve to the left having a radius of 2,899.93 feet, the chord azimuth and distance being: | | |
| | 10° | 51' 30" | 643.15 feet; |
| 30. | 4° | 29' 30" | 16.00 feet along same to the point of beginning and containing an area of 59.054 acres, more or less. |

Together with the following easements appurtenant to the land herein conveyed as set forth in Deed recorded March 24, 1983 in the Bureau of Conveyances of the State of

Hawaii in Liber 16933 on Page 469, made by Wailuku Sugar Company, a Hawaii corporation, as "Grantor", and the Hawaii Tropical Plantation, a Hawaii limited partnership, as "Grantee":

1) A perpetual easement and right to discharge surface water runoff, from the parking lot and other improved areas from time to time constructed on the land herein conveyed, into existing drainage channels and culverts paralleling Honoapiilani Highway situated within Second Division Tax Map Key 3-6-4-1.

2) A perpetual easement and right to install, replace, maintain, repair and use, within Tax Map Key 3-6-4-1, (a) a waste water pipeline, and (b) an injection well or wells, together with the non-exclusive right of ingress thereto and egress therefrom over the grantor's adjoining land, the exact location of the waste water pipeline easement and the injection well easements to be designated by the grantee, subject to the approval of the grantor, which approval shall not be unreasonably withheld.

3) As an alternative to the easement provided for in paragraph 2 above, at the option of grantee, a perpetual easement and right to install, replace, maintain, repair and use, a waste water pipeline, together with the non-exclusive right of ingress thereto and egress therefrom, over the grantor's adjoining lands to the north, to connect with the public sewerage pipeline servicing the new Wailuku Heights development; the exact location of the waste water pipeline easement will be designated by the grantee, subject to the approval of the grantor, which approval shall not unreasonably be withheld taking fully into account the economic and technical conclusions of the civil engineering study, now being undertaken at the request of grantor and grantee with respect to the pipeline and its connection to the public sewerage pipeline; grantee shall further have the right to use any easements or rights of way available to grantor for the purpose of enabling the waste water pipeline to cross under or over Waikapu stream, Waiko Road and Kuikahi Drive to connect with the Wailuku Heights sewerage pipeline to the north of the latter road.

4) A perpetual easement and right to install, replace, maintain, repair and use, within the area labeled Proposed Water Storage Easement and Proposed Water Pipeline Easement, (a) a water storage tank, and (b) water pipelines between the western boundary of the land herein conveyed and the aforesaid water storage tank, together with the non-exclusive right of

ingress thereto and egress therefrom over the grantor's adjoining land, the exact location of the water pipeline easements and the water storage tank easement to be designated by the grantee (within an area not to exceed 5,000 square feet for the storage tank and fifteen feet wide for the water pipeline easements), subject to the approval of the grantor, which approval shall not be unreasonably withheld.

5) A perpetual nonexclusive waterline easement in the area designated Proposed Waterline Extension by C. Brewer, for waterlines to connect to the existing public waterline at the corner of Kemoa Place and Wilikona Place, and thence running to the northern boundary of the land herein conveyed, subject to the right of grantor to dedicate the proposed waterline extension of the County of Maui for public purposes.

6) A perpetual nonexclusive easement for roadway purposes, for maintenance and agricultural support, but not for movement of visitors except to the extent approved by grantor, over and across the existing dirt road; (i) in Second Division Tax Map Key 3-6-4-2 and 3-6-5-7 commencing at Honoapiilani Highway, approximately 180 feet north of the southern property line of the land herein conveyed, thence running in a westerly direction to the vicinity of Waihee ditch, thence in a northerly direction between Waihee ditch and the western boundary of the land herein conveyed, (ii) in Second Division Tax Map Key 3-6-5-7 over and across R. P. 4014 L. C. Aw. 5774:1 to Kaai and Grant 3152 to Henry Cornwell (reserving, however, unto the grantor the right to relocate said existing dirt road); and (iii) in Second Division Tax Map Key 3-6-4-2 over and across the existing 12 ft. wide right-of-way easement to Honoapiilani Highway.

Grantor shall have the right to realign but not materially relocate those portions of said roadway described in (i) and (iii) above.

The easements described in paragraphs 2(b) and 4(a) shall be exclusive easements. The easements described in paragraphs 2(a), 3 and 4(b) shall be nonexclusive and grantor reserves the right to use the easement areas for purposes which do not interfere with grantee's use of the easements but grantor shall not grant easements to third parties in the easement areas unless grantor shall require the third party to agree for the benefit of grantee not to interfere with grantee's use of the easements.

Together, further, with a non-exclusive easement for drainage purposes over, under and across Tax Map Keys (2) 3-7-002-001 and 003 as an appurtenance to the premises described herein, as granted by Easement for Drainage by and between Wailuku Agribusiness Co., Inc., a Hawaii corporation, as Grantor, and the Hawaii Tropical Plantation, a Hawaii limited partnership, as Grantee, recorded July 7, 2005 in the Bureau of Conveyances of the State of Hawaii as Document No. 2005-134398. Said easement being more particularly designated on map attached thereto.

Being a portion of the land conveyed by:

1. Deed recorded March 24, 1983 in the said Bureau of Conveyances in Book 16933 on Page 469, from Wailuku Sugar Company, a Hawaii corporation, as Grantor, to The Hawaii Tropical Plantation, a Hawaii limited partnership, as Grantee;

2. Order Granting Plaintiff's Ex Parte Motion for Default Judgment and Judgment recorded January 27, 1992 in the Second Circuit Court, State of Hawaii, with Civil No. 91-0615(2), recorded January 28, 1992 as Document No. 92-012856.

3. Order Granting Plaintiff's Ex Parte Motion for Default Judgment and Judgment recorded January 27, 1992 in the Second Circuit Court, State of Hawaii, with Civil No. 91-0638(1) recorded January 28, 1992 as Document No. 92-012857.

4. Order Granting Plaintiff's Ex Parte Motion for Default Judgment and Judgment recorded March 20, 1992 in the Second Circuit Court, State of Hawaii, with Civil No. 92-0026(1), recorded March 23, 1992 as Document No. 92-042396.

5. Order Granting Plaintiff's Ex Parte Motion for Default Judgment and Judgment recorded March 30, 1992 in the Second Circuit Court, State of Hawaii, with Civil No. 91-0846(2), recorded April 1, 1992 as Document No. 92-048227.

6. Order Granting Plaintiff's Ex Parte Motion for Default Judgment and Judgment recorded January 25, 1992 in the Second Circuit Court, State of Hawaii, with Civil No. 92-0278(2) recorded June 26, 1992 as Document No. 92-102263.

7. Order Granting Plaintiff's Ex Parte Motion for Default Judgment and Judgment recorded March 30, 1993 in the Second Circuit Court, State of Hawaii, with Civil No. 92-0495(1) recorded April 1, 1993 as Document No. 93-052637.

8. Judgment recorded August 30, 1995 in the Second Circuit Court, State of Hawaii, with Civil No. 93-0022(1), recorded August 31, 1995 as Document No. 95-112738.

SUBJECT, HOWEVER, to the following:

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

2. Rights of the Native Tenants as reserved in Grant Nos. 1146, 2342, 2747, 2904, 2960 and 3043.

3. Commutation due, if any, to the State of Hawaii on Land Commission Award No. 462.

4. The effect, if any, of the location of Apana 4 of Land Commission Award No. 10,160, Royal Patent No. 3143 to MAHOE within Tax Map Key: (Maui) 3-6-05-07, as disclosed by Wailuku Sugar Company Map, as prepared by M. D. Monsarrat, dated October, 1882.

5. A Grant of Easement for utility purposes, in favor of Maui Electric Company, Limited, a Hawaii corporation, recorded in the said Bureau of Conveyances in Book 9921 on Page 1.

6. Reservations in favor of Wailuku Sugar Company, a Hawaii corporation, as set forth or disclosed by the Deed recorded March 24, 1983 in the said Bureau of Conveyances in Book 16933 on Page 469, as follows:

"RESERVING, HOWEVER, unto the Grantor and its successors and assigns:

1) A perpetual nonexclusive easement and right to install, replace, maintain, repair and use, in the easement area, an underground water pipeline, together with the right of ingress thereto and egress therefrom over the land herein conveyed, subject to that certain unrecorded Agreement concerning water pipeline of even date herewith.

2) A perpetual exclusive easement to maintain, repair and use that portion of the existing Waihee Ditch situated on any portion of the land herein conveyed.

3) A perpetual nonexclusive easement to maintain, repair and use the settling pond.

4) A perpetual nonexclusive easement for roadway purposes over and across the portion of the existing dirt road described in Item 6 of Grantee's appurtenant easements situated on any portion of the land herein conveyed.

5) A perpetual nonexclusive easement and right to install, replace, maintain and use, in the easement area shown as "8" water pipeline easement, together with the right of ingress thereto and egress therefrom over the land herein conveyed.

6) And, excepting from this Deed, all surface waters and ground waters and water rights including any applicable riparian or other appurtenant or prescriptive rights as may now or hereafter exist with respect to the property or any part hereof; provided, however, that this exception is subject to the provisions of that certain unrecorded Water Agreement which provides in certain circumstances, for the right of Grantee, to drill a well or wells and to draw therefrom up to 500,000 gallons of water per day."

7. A Grant of Easement for utility purposes, in favor of Maui Electric Company, Limited, a Hawaii corporation, and Hawaiian Telephone Company, a Hawaii corporation (now known as GTE Hawaiian Telephone Company Incorporated) (now Verizon Hawaii Inc.), recorded October 11, 1983 in the said Bureau of Conveyances in Book 17375 on Page 408.

8. The terms and provisions contained in the Farm Dwelling Agreement recorded November 14, 1983 in the said Bureau of Conveyances in Book 17452 on Page 64.

9. The terms and provisions contained in that certain Undated Agreement made by and between Wailuku Sugar Company, as "WWCO", Hawaii Tropical Plantation, a limited partnership, as "Developer", and the County of Maui and the Department of Water Supply, County of Maui, as "County" recorded May 16, 1984 in the said Bureau of Conveyances in Book 17877 on Page 754, made by and between Wailuku Sugar Company, as "WSCO"; Hawaii Tropical Plantation, a limited partnership, as

"Developer", and the County of Maui and the Department of Water Supply, County of Maui, as "County".

10. A Grant of Easement for utility purposes, in favor of Maui Electric Company, Limited, a Hawaii corporation, and Hawaiian Telephone Company, a Hawaii corporation (now known as GTE Hawaiian Telephone Company Incorporated) (now Verizon Hawaii Inc.), recorded February 2, 1987 in the said Bureau of Conveyances in Book 20331 Page 23.

11. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Tide 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Unilateral Agreement and Declaration for Conditional Zoning recorded July 23, 1992 in the said Bureau of Conveyances as Document No. 92-118788.

12. Department of Taxation, Tax Map Bureau of the State of Hawaii, covering Tax Map Key 3-6-0507, discloses the following:

a) Cane flame running over, across and through a portion of the land herein described, and colored in green and attached hereto as Exhibit "B".

b) Waihee Ditch running along a portion of the land herein described.

c) Easement "A", 15 feet wide, containing an area of 23,443 square feet, running over, across and through a portion of the land herein described, and colored in yellow and attached hereto as Exhibit "B".

d) Easement "B", 10 feet wide, containing an area of 17,638 square feet, running over, across and through a portion of the land herein described, and colored in orange and attached hereto as Exhibit "B".

e) Easement "D", 5 feet wide, containing an area of 175 square feet, running over, across and through a portion

of the land herein described, and colored in blue and attached hereto as Exhibit "B".

13. The terms and provisions contained in the Private Fire Protection System Agreement recorded January 31, 1997 in the said Bureau of Conveyances as Document No. 97-015395.

14. Any and all leases, subleases and/or tenancy agreements, the rights thereunder and encumbrances thereto.

15. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by public records.

END OF EXHIBIT "A"

Tax Key: (2) 3-6-005-007