

LAND USE COMMISSION
STATE OF HAWAII

24 MAY 10 P2:51



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

November 4, 2021 8:01 AM
Doc No(s) A - 79780080

Doc 1 of 4
Pkg 11898002 SKC

/s/ LESLIE T KOBATA
REGISTRAR

Conveyance Tax: \$635,000.00

LAND COURT

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL (☒) PICK-UP ()

Schlack Ito LLLC
745 Fort Street Mall, Suite 1500
Honolulu, Hawaii 96813
Attn: Eric A. Elkind, Esq.

TG: 201921129-S

TGE: 20150850

Rey David Yeban

Total No. of Pages: 11

RS-1

TITLE OF DOCUMENT:

LIMITED WARRANTY DEED

PARTIES TO DOCUMENT:

Grantor: HRT REALTY, LLC, a Maryland limited liability company

Grantee: RK II PARTNERS LLC, a Delaware limited liability company

PROPERTY DESCRIPTION:

TMK No.: (1) 9-4-002-001

(Lot 1 of the "Royal Kunia - Phase II, Increment I", containing approx. 123.712 acres)

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That **HRT REALTY, LLC**, a Maryland limited liability company, hereinafter called the "Grantor", for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to Grantor in hand paid by **RK II PARTNERS LLC**, a Delaware limited liability company, whose post office address is 24 Corporate Plaza, Suite 100, Newport Beach, California 92660, hereinafter called the "Grantee", does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, forever, all of that certain real property described in Exhibit "A" attached hereto and by reference made a part hereof, subject to any encumbrances which may be noted thereon, to hold the same as TENANT IN SEVERALTY.

TO HAVE AND TO HOLD the same, together with all the tenements, hereditament and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and also all the estate, right, title and interest of the Grantor at law and in equity therein or thereto, unto the Grantee, as aforesaid.

AND Grantor, in consideration of the premises, does hereby covenant to and with the Grantee that the Grantor is lawfully seised in fee simple of the Property; that the Grantor has good right to sell and convey the Property; that the Property is free and clear of all encumbrances except as aforesaid; and that Grantor shall WARRANT AND DEFEND the same unto the Grantee against the lawful claims and demands of all persons claiming by, through, or under Grantor, except as aforesaid.

AND GRANTEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT (A) GRANTOR HEREBY CONVEYS AND GRANTEE HEREBY ACCEPTS THE PROPERTY "AS IS, WHERE IS AND WITH ALL FAULTS," AND (B) EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THIS INSTRUMENT OR IN THAT CERTAIN PURCHASE AND SALE AGREEMENT DATED MAY 27, 2020, AS AMENDED, GRANTEE IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, FROM GRANTOR, OR ANY OFFICER, EMPLOYEE, ATTORNEY, AGENT OR BROKER OF GRANTOR, AS TO ANY MATTER, CONCERNING THE PROPERTY, OR SET FORTH, CONTAINED, OR ADDRESSED IN ANY MATERIALS (INCLUDING BUT NOT LIMITED TO, THE COMPLETENESS THEREOF), INCLUDING BUT NOT LIMITED TO: THE CONDITION OF THE SOIL, SUBSOIL, SURFACE OR OTHER PHYSICAL CONDITION OF THE PROPERTY; THE EXISTENCE OR NONEXISTENCE OF HAZARDOUS OR TOXIC MATERIALS, WATERS OR

SUBSTANCES OR ARCHAEOLOGICAL MATTERS, INCLUDING WITHOUT LIMITATION, ACCESS, AND GATHERING RIGHTS, BURIAL SITES AND SITES OF RELIGIOUS SIGNIFICANCE, THE FITNESS OR SUITABILITY OF THE PROPERTY FOR ANY PARTICULAR USE OR PURPOSE; APPLICABLE RESTRICTIVE COVENANTS, GOVERNMENTAL LAWS, RULES, REGULATIONS, AND LIMITATIONS; THE LAND USE CLASSIFICATION, ZONING, SUBDIVISION, USE, DENSITY, LOCATION OR DEVELOPMENT OF THE PROPERTY; THE NECESSITY OR AVAILABILITY OF ANY REZONING, ZONING VARIANCES, CONDITIONAL USE PERMITS, SPECIAL MANAGEMENT AREA PERMITS, BUILDING PERMITS, ENVIRONMENTAL IMPACT STATEMENTS AND OTHER GOVERNMENTAL PERMITS, APPROVALS OR ACTS, THE PHYSICAL CONDITION OF THE PROPERTY; THE PROPERTY'S COMPLIANCE WITH ANY BUILDING CODE, OSHA, THE AMERICANS WITH DISABILITY ACT OF 1990, AS AMENDED, AND OTHER LAWS, STATUTES, REGULATIONS OR ORDINANCES, THE SIZE, DIMENSION, OR TOPOGRAPHY OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, ANY FLOOD HAZARD AREA OR TSUNAMI INUNDATION AREA, ANY SURFACE, SOIL, GEOLOGIC, DRAINAGE, FLOODING OR GROUNDWATER CONDITIONS OR OTHER PHYSICAL CONDITIONS AND CHARACTERISTICS OF OR AFFECTING THE PROPERTY OR ADJOINING LAND, SUCH AS AIRCRAFT OVERFLIGHT, TRAFFIC, DRAINAGE, FLOODING, EROSION, AIR, WATER OR MINERALS, THE AVAILABILITY OR ADEQUACY OF WATER, SEWAGE, GAS, ELECTRICAL OR OTHER UTILITIES SERVING THE PROPERTY; THE AVAILABILITY OR ADEQUACY OF ACCESS RIGHTS, APPURTENANCES, OR OTHER RIGHTS BENEFITING THE PROPERTY; AND ITS INVESTMENT VALUE OR RESALE VALUE.

IT IS UNDERSTOOD that the terms "Grantor" and "Grantee" as used herein shall mean and include the named parties and their respective successors and assigns, and shall be so construed that whenever applicable with reference to any of them, the use of the singular shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include either or both of the other genders, and that where there is more than one Grantor or more than one Grantee, the obligations herein shall be binding upon such parties jointly and severally.

This instrument may be executed in whole or in multiple counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument binding all of the parties hereto, notwithstanding that all of the parties may not have executed the original or the same counterparts.

IN WITNESS WHEREOF, the parties hereunto have duly executed these presents to be executed this 4th day of NOVEMBER, 2021.

HRT REALTY, LLC,
a Maryland limited liability company

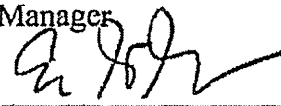
By: _____
GIORGIO CALDARONE
Its Vice President

"Grantor"

RK II PARTNERS LLC,
a Delaware limited liability company

By JUPITER B-IV LLC,
a Delaware limited liability company
Its Member

By JUPITER ADVISORS LLC,
a California limited liability company
Its Manager

By  _____
Edmond F. St. Geme
Its Manager

"Grantee"

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

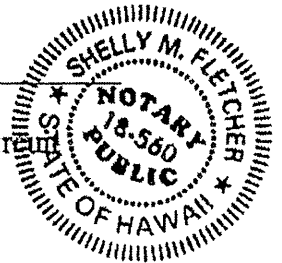
On October 22, 2021, before me personally appeared GIORGIO CALDARONE, to me known to be the person described in and who executed the foregoing instrument described as Limited Warranty Deed, and acknowledged that he executed the same as his free act and deed, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is dated undated, 2021 and contained 10 pages at the time of this acknowledgment/certification.

Shelly M Fletcher
Shelly M Fletcher
Notary Public, State of Hawaii, First Circuit

Date: October 22, 2021

My commission expires: October 21, 2022 *



CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of ORANGE

On OCTOBER 29, 2021 before me, Sheri L. W. Horn, Notary Public

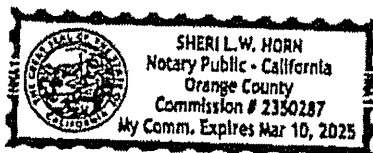
Date

Here Insert Name and Title of the Officer

personally appeared EDMOND F. ST. GEME

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

[Handwritten Signature]

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: LIMITED WARRANTY DEED

TRK(1)9-4-002-001

Document Date: 10/29/2021

Number of Pages: 10

Signer(s) Other Than Named Above: GIORGIO CALOARONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: EDMOND F. ST. GEME

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator

Other: MANAGER

Other: _____

Signer is Representing:

JUPITER ADVISORS LLC

Signer is Representing: _____

EXHIBIT "A"

All of that certain parcel of land situate at Hoaeae and Waikele, District of Ewa, City and County of Honolulu, State of Hawaii, being LOT 1 of the "ROYAL KUNIA - PHASE II, INCREMENT I", as shown on File Plan Number 2171, filed in the Bureau of Conveyances of the State of Hawaii, and containing an area of 123.712 acres, more or less.

BEING THE PREMISES ACQUIRED BY LIMITED WARRANTY DEED

GRANTOR : HRT REALTY, LLC, a Maryland limited liability company, as to an undivided 48.78%, HONOLULU, LLC dba HON REALTY, LLC, a Maryland limited liability company, as to an undivided 25.59%, and 300, LLC, a Maryland limited liability company, as to an undivided 25.63%

GRANTEE : HRT REALTY, LLC, a Maryland limited liability company

DATED : March 5, 2020

RECORDED : Document No. A-73730686

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.
2. DESIGNATION OF EASEMENT(S) "11" (60 feet wide)

PURPOSE : road
REFERENCED : on File Plan No. 2171

3. DESIGNATION OF EASEMENT(S) "13" (10 feet wide)

PURPOSE : powerline
REFERENCED : on File Plan No. 2171

4. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION
DATED : April 8, 1994
RECORDED : Document No. 94-065022

Said Declaration was amended by instrument dated December 10, 1997, recorded as Document No. 99-056493.

5. The terms and provisions contained in the following:

INSTRUMENT : UNILATERAL AGREEMENT AND
DECLARATION FOR CONDITIONAL ZONING
DATED : March 6, 1995
RECORDED : Document No. 95-030454
PARTIES : HALEKUA DEVELOPMENT CORPORATION and
CAROLINE J. ROBINSON LIMITED
PARTNERSHIP, a Hawaii limited partnership, et al,
as fee owner

6. SETBACK (22 feet wide)

PURPOSE : roadway
ALONG : Kunia Road
REFERENCED : File Plan 2171

7. The terms and provisions contained in the following:

INSTRUMENT : UNRECORDED INFRASTRUCTURE
AGREEMENT
DATED : March 12, 2007
PARTIES : HALEKUA DEVELOPMENT CORPORATION, a
Hawaii corporation, "Owner", and HRT REALTY
LLC, a Maryland limited liability company, "HRT"

Memorandum of Agreement dated March 12, 2007, recorded as Document No. 2007-045265.

ASSIGNMENT AND ASSUMPTION OF AGREEMENT RE
INFRASTRUCTURE AND RELATED AGREEMENTS dated September 29,

2017, recorded as Document No. A-64850098, by and between CANPARTNERS IV ROYAL KUNIA PROPERTY LLC, a Delaware limited liability company ("Assignor") and RP2 VENTURES, LLC, a Hawaii limited liability company ("Assignee").

MEMORANDUM OF AMENDED AND RESTATED AGREEMENT RE INFRASTRUCTURE dated as of August 12, 2020, recorded as Document No. A-75290284, by and between HRT REALTY, LLC, a Maryland limited liability company ("HRT"), and RP2 VENTURES, LLC, a Hawaii limited liability company ("RP2").

ASSIGNMENT AND ASSUMPTION OF AMENDED AND RESTATED AGREEMENT RE INFRASTRUCTURE AND RELATED AGREEMENTS dated as of August 12, 2020, recorded as Document No. A-75290286, made by and between RP2 VENTURES, LLC, a Hawaii limited liability company, "Assignor", and HASEKO ROYAL KUNIA, LLC, a Hawaii limited liability company, "Assignee".

MEMORANDUM OF SECOND AMENDED AND RESTATED AGREEMENT RE INFRASTRUCTURE, dated as of August 12, 2020, recorded as Document No. A-75290290, by and between HRT REALTY, LLC, a Maryland limited liability company ("HRT"), and HASEKO ROYAL KUNIA, LLC, a Hawaii limited liability company ("Haseko").

8. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF FIRST AMENDMENT TO THE
AMENDED FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND DECISION AND ORDER FILED
ON OCTOBER 1, 1996 (filed October 2013)

DATED : June 19, 2014
RECORDED : Document No. A-52840766

9. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDITIONS IMPOSED BY
THE STATE LAND USE COMMISSION

DATED : March 17, 2015
RECORDED : Document No. A-55670868A through A-55670868E

10. Any rights or interests which may exist or arise by reason of the following facts referenced on ALTA/NSPS Survey prepared by Ryan M. Suzuki, Land Surveyor, with R.M. Towill Corporation, dated September 14, 2021:
 - (A) Dirt roads through subject property is being used for access purposes onto adjacent parcels.
 - (B) A portion of vegetation field located on Lot 2 of File Plan 2154 encroach into the subject lot.
11. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.
12. ORDER GRANTING SUCCESSOR PETITIONER (AS TO PARCEL 52), HO'OHANA SOLAR 1, LLC'S MOTION FOR MODIFICATION AND TIME EXTENSION; AND CERTIFICATE OF SERVICE, filed with the Land Use Commission of the State of Hawaii, Docket No. A-92-683, on September 29, 2021.

END OF EXHIBIT A