

JOSH GREEN, M.D.
GOVERNOR

SYLVIA LUKE
LT. GOVERNOR



WENDY GADY
EXECUTIVE DIRECTOR

STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION
HUI HO'OU LU AINA MAHIAI

Notice of Regular Meeting of the Board of Directors

Held via Teleconference with In-Person Viewing Location

NOVEMBER 20, 2025
9:00 a.m.

Pursuant to section 92-3.7, *Hawaii's Revised Statutes*, this meeting will be held using interactive conference technology (ICT). Board members, staff, people with business before the Board, and the public may participate remotely online using ICT, or may participate via the in-person meeting site which provides ICT.

Interested people may submit written testimony in advance of the meeting, which will be distributed to Board members prior to the meeting. If possible, we request that testimony be received by our office not less than seventy-two hours prior to the meeting to ensure that staff in time to disseminate it and that Board members have time to review it. Written testimony may be submitted electronically to dbedt.adc@hawaii.gov or sent via U.S. Postal Service, or delivered to:

Agribusiness Development Corporation
235 S. Beretania Street, Suite 205
Honolulu HI 96813

When testifying via ICT, via telephone, or in-person, you will be asked to identify yourself and the organization you represent, if any. Each testifier will be limited to two minutes of testimony per agenda item.

The public may participate in the meeting via:

ICT: <https://us06web.zoom.us/j/88115949394>

Telephone: (669) 900-6833, Webinar ID: 881 1594 9394

In-Person: Natural Energy Laboratory of Hawaii Authority (NELHA)
73-970 Makako Bay Drive
Kailua-Kona HI 96740
Hale Iako Oceanview Conference Room #208

ICT ACCESS

To view the meeting and provide live oral testimony, please use the link above. You will be asked to enter your name in order to access the meeting as an attendee. The Board requests that you enter your full name, but you may use a pseudonym or other identifier if you wish to remain anonymous. You will also be asked for an email address. You may fill in this field with any entry in an email format, e.g., ****@****.com.

As an attendee, your microphone will be automatically muted. When the Chairperson asks for public testimony, you may click the Raise Hand button found on your Zoom screen to indicate that you wish to testify about that agenda item. The Chairperson or staff will individually enable each testifier to unmute their microphone. When recognized by the Chairperson, please unmute your microphone before speaking and mute your microphone after you have finished speaking.

For ICT, telephone, and in-person access, when testifying, you will be asked to identify yourself and the organization, if any, that you represent. Each testifier will be limited to two minutes of testimony per agenda item.

TELEPHONE ACCESS

If you do not have ICT access, you may get audio-only access by calling the Telephone Number listed above.

Board Meeting Agenda

November 20, 2025

Upon dialing the number, you will be prompted to enter the Meeting ID that is listed next to the Telephone Number above. After entering the Meeting ID, you will be asked to either enter your panelist number or wait to be admitted into the meeting. You will not have a panelist number. Please wait until you are admitted into the meeting.

When the Chairperson asks for public testimony, you may indicate you want to testify by entering “#” and then “9” on your telephone’s keypad. After entering “#” and then “9”, a voice prompt will let you know that the host of the meeting has been notified. When recognized by the Chairperson, you may unmute yourself by pressing “#” and then “6” on your telephone. A voice prompt will let you know that you are unmuted. Once you are finished speaking, please enter “#” and then “6” again to mute yourself.

For ICT, telephone, and in-person access, when testifying, you will be asked to identify yourself and the organization, if any, that you represent. Each testifier will be limited to two minutes of testimony per agenda item.

Instructions to attend State of Hawaii virtual board meetings may be found online at <https://cca.hawaii.gov/pvl/files/2020/08/State-of-Hawaii-Virtual-Board-Attendee-Instructions.pdf>.

IN-PERSON ACCESS

There will also be one meeting location, open to the public, which will have an audio-visual connection. That meeting will be held at:

Natural Energy Laboratory of Hawaii Authority (NELHA)
73-970 Makako Bay Drive
Kailua-Kona HI 96740
Hale Iako Oceanview Conference Room #208

For ICT, telephone, and in-person access, when testifying, you will be asked to identify yourself and the organization, if any, that you represent. Each testifier will be limited to two minutes of testimony per agenda item.

LOSS OF CONNECTIVITY

In the event of a loss of ICT connectivity, the meeting will be recessed for a period not to exceed thirty minutes to restore connectivity with all board members and the public in-person access location noted above. In the event that audio connectivity is re-established within thirty minutes without video connectivity, interested participants can access the meeting via the telephone number and Meeting ID number noted above. In the further event that connectivity is unable to be restored within thirty minutes, the meeting will be automatically continued to a date and time to be posted on the ADC website at <https://dbedt.hawaii.gov/adc/> no later than close of business the next business day. New ICT, telephone, and in-person access information will be posted on the website no less than twenty-four hours prior to the continued meeting date. Alternatively, if a decision is made to terminate the meeting, the termination will be posted on the ADC website.

SPECIAL ASSISTANCE

If you require special assistance, accommodations, modifications, auxiliary aids, or services to participate in the public meeting process, including translation or interpretation services, please contact staff at (808) 586-0186 or by email at dbedt.adc@hawaii.gov.

Please allow sufficient time for ADC staff to meet requests for special assistance, accommodation, modifications, auxiliary aids, translation, or interpretation services.

NOTE: MATERIALS FOR THIS AGENDA WILL BE AVAILABLE FOR REVIEW IN THE ADC OFFICE, 235 S. BERETANIA STREET, SUITE 205, HONOLULU, HAWAII 96813 A MINIMUM OF THREE FULL BUSINESS DAYS (WEEKENDS AND STATE AND FEDERAL HOLIDAYS EXCLUDED) PRIOR TO THE MEETING.

Agribusiness Development Corporation Non-Discrimination Statement

The Agribusiness Development Corporation does not discriminate on the basis of race, color, sex, national origin, age, or disability, or any other class as protected under applicable federal or state law, in administration of its programs, or activities, and the Agribusiness Development Corporation does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in actions protected by, or oppose action prohibited by, 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

If you have any questions about this notice or any of the Agribusiness Development Corporation’s non-discrimination programs, policies, or procedures, you may contact:

Mark Takemoto
Acting Title VI Non-Discrimination Coordinator
235 S. Beretania St., Ste 205
Honolulu HI 96813
(808) 586-0186
dbedt.adc.titlevi@hawaii.gov

If you believe that you have been discriminated against with respect to an Agribusiness Development Corporation program or activity, you may contact the Acting Non-Discrimination Coordinator identified above.

AGENDA

- A. Call to Order & Roll Call
- B. Approval of Minutes
 - 1. Regular Session Minutes, August 25, 2025, deferred from October 16, 2025
 - 2. Limited Session Minutes, August 25, 2025, deferred from October 16, 2025
 - 3. Regular Session Minutes, September 18, 2025, deferred from October 16, 2025
 - 4. Regular Session Minutes, September 25, 2025, deferred from October 16, 2025
 - 5. Regular Session Minutes, October 16, 2025
- C. Chairperson's Report
 - 1. None
- D. Committee & Permitted Interaction Group Reports
 - 1. Presentation of the report and findings of the Colorado Travel Permitted Interaction Group to the Board of Directors.
- E. Action Items
 - 1. Request for approval to authorize the executive director to do all things necessary to facilitate the acquisition of the fee-simple interest, or easement, of the Upper Helemano Reservoir, including issuing a letter-of intent, negotiating a purchase and sale agreement, conducting due diligence, and all other manner of activities necessary to facilitate the acquisition. Situated at Paalaa Uka, District of Waialua, City and County of Honolulu, State of Hawai'i, Tax Map Key No. (1) 6-4-004:007 (portion).
 - 2. Request for approval to authorize the executive director to do all things necessary to facilitate the due diligence and evaluation of certain commercial property at Whitmore Village, District of Wahiawā, City and County of Honolulu, State of Hawai'i, Tax Map Key Nos. (1) 7-1-006:001.
 - 3. Request for approval to issue a new license agreement to KUN HU FARM LLC for 136 gross acres, more or less, of PU-02 for diversified agricultural use in Wahiawā, O'ahu, State of Hawai'i, Tax Map Key No. (1) 6-5-005:portion of 009.

4. Request for approval to issue a new license agreement to TENG DA, INC for 90 gross acres, more or less, of PU-04 and PU-05 for agricultural use in Wahiawā, O‘ahu, State of Hawai‘i, Tax Map Key Nos. (1) 6-5-001:portion of 056 and (1) 6-5-005:por of 009.
5. Request for approval to issue a new license agreement to Anurat Farm LLC for 6 gross acres, more or less, of lot GA-03 for agricultural use in Wahiawā, O‘ahu, State of Hawai‘i, Tax Map Key No. (1) 7-1-012:001 (portion).
6. Request for approval to execute and enter into a memorandum of agreement between the Agribusiness Development Corporation and the University of Hawai‘i, Community Design Center to develop a proof-of-concept study for an entrepreneur product manufacturing facility on the islands of Maui and Kaua‘i.
7. Request for approval to execute and enter into a memorandum of agreement between the Agribusiness Development Corporation and the University of Hawai‘i, Community Design Center to develop a proof-of-concept study for an egg-cracking facility on O‘ahu.
8. Discussion and decision-making on imposing a time limit for public testimony.
9. Request Formation of a Permitted Interaction Group (PIG) to Support Hawaii State Department of Education (HIDOE) Local Food Procurement Goals. The purpose of this PIG is to ensure farmers are prepared for institutional purchasing requirements and to work closely with HIDOE so that both farmers and HIDOE understand expectations as the Wahiawa Central Kitchen comes online. The PIG will identify barriers and opportunities for farmers to participate in institutional purchasing markets, explore opportunities to expand the institutional food pipeline, and provide recommendations to the Board on policy or operational actions the Agribusiness Development Corporation may take to support HIDOE’s procurement objectives.

F. Informational Items

1. Presentation by Jun Yang, Governor’s Homeless Coordinator with the Statewide Office on Homelessness and Housing Solutions, regarding a proposal to develop a Kauhale project in Wahiawa, City & County of Honolulu, State of Hawaii, Tax Map Key No. (1) 7-3-013:010.
2. Presentation by Ted Kefalas with the Grassroots Institute of Hawaii regarding agricultural workforce housing.
3. Presentation by Dexter Kishida with the Hawai‘i Department of Transportation regarding food distribution, logistics, and the role of Hawai‘i island transportation infrastructure in supporting agricultural markets.

4. Presentation by Director Mike Lambert with the Hawai‘i Department of Law Enforcement regarding potential operations in Whitmore Village.
5. Presentation by Sarah Freeman, Glenn Sako, and Leslie Nugent with Hawaii County Rural Development regarding strategic planning efforts for improving the island’s agriculture systems.
6. Presentation by Suzanne Shriner and Eric Tanouye with Synergistic Hawaii Agriculture Council regarding their efforts to promote Hawai‘i island agriculture.
7. Presentation by Dana Shapiro with the Ulu Cooperative regarding their work and goals.
8. Presentation by Nicole Galase, Managing Director, Hawaii Cattlemen’s Council regarding the ranching industry on Hawaii island.
9. Presentation by Troy Keolanui, John Cross, and Jeff Clark with Olson Trust regarding their work advancing agriculture on Hawai‘i island.
10. Presentation by Riley Saito with the National Energy Laboratory of Hawaii Authority regarding collaborative efforts with the Agribusiness Development Corporation.
11. Presentation and update by Agribusiness Development Corporation counsel regarding National Pollutant Discharge Elimination System Permit No. HI 0021952 and associated contested case hearings and process. *The Board may go into executive session to consult with the board's attorney on questions and issues pertaining to the board's powers, duties, privileges, immunities, and liabilities pursuant to section 92-5(a)(4), Hawai‘i Revised Statutes.*
12. Executive Director’s Report including an update on current agency projects. Please also see weekly reports available at <https://dbedt.hawaii.gov/adc/reports/>

G. Adjourn

The Board may go into executive session on any agenda item pursuant to the exceptions provided under section 92-5, Hawai‘i Revised Statutes.

AGRIBUSINESS DEVELOPMENT CORPORATION

Minutes of the Board of Directors Meeting held Virtually on August 25, 2025

Via Zoom Teleconference and/or In-Person at Kekaha Agricultural Processing Building, 7189-D Kaunualii Highway, Kekaha, Hawaii 96752

Pursuant to section 92-3.7, Hawaii Revised Statutes (HRS), this meeting was held remotely with Board members, Staff, Applicants, and the Public participating via Zoom meeting venue, and an In-Person meeting location available for public participation at the Kekaha Agricultural Processing Building, 7189-D Kaunualii Highway, Kekaha, Hawaii 96752.

Members Present, in person:

Jesse Cooke, City and County of Honolulu Member (Member Cooke)

David Hinazumi, Kauai County Member (Member Hinazumi)

Dean Okimoto, Member-At-Large (Member Okimoto)

Nathan Trump, Hawaii County (Member Trump)

Jayson Watts, Chair, Maui County Member

Members Present, virtually:

Earl Yamamoto, for Sharon Hurd, Ex-Officio Member for HBOA (Member Yamamoto)

Jason Okuhama, Vice-Chair, Member-At-Large (Member Okuhama)

Karen Seddon, Member-At-Large (Member Seddon)

Dane Wicker, Designee for DBEDT, Ex-Officio Member James Tokioka (Member Wicker)

Members excused:

Glenn Hong, Member-At-Large (Member Hong)

Ciara Kahahane, Designee for DLNR Ex-Officio Member Ms. Dawn Chang (Member Kahahane)

Counsel Present, virtually:

Jennifer Waihee-Polk, Deputy Attorney General

Staff Present, in person:

Wendy L. Gady, Executive Director (Ms. Gady)

Deo Rhoden, Water Systems Manager

Mark Takemoto, Sr. Executive Assistant (Mr. Takemoto)

Ken Nakamoto, Project Manager (Mr. Nakamoto)

Staff Present, virtually:

None.

Guests Present, virtually:

David Matsumiya

Kawika

FIN-JNakama

AAkana

Ryan Kagimoto

Kylie Wager Cruz

Kimi Makaiau

Fern Holland

Charlyn Ontai

Guests Present, physical location:

Mark Stoutmeyer, Corteva

Thomas Nizo, HWTAC

Dexter Kishida, HDOT

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Jamie Barna, Wines of Kauai
J. Uyehara, KAA
Umi Martin, Umi's Farm
Kaniela Young, KWC
Janoah Young KWC
Taworn Panyamee, Taworn Farm
Thanawat Chak Ano, Ned Kauai Farm
Tristian Gongazlez, Goodfellow Bros.
Sam Vedder, Resident
Mike Faye, KAA
Arnold Bunao, Kalepa Koalition

A. Call to Order & Roll Call

Chair Watts called the meeting to order at 10:04 a.m.

Chair Watts conducted the roll call. Member Cooke, Member Hinazumi, Member Okimoto, Member Trump, and Member Watts acknowledged their presence physically at the meeting with others in attendance. Member Okuhama, Member Wicker, Member Seddon, and Member Yamamoto acknowledged their presence with no one over the age of 18 being present in the room with them. Members Hong and Member Kahahane were excused.

B. Approval of Minutes

1. Regular Session Minutes, July 18, 2025

Chair Watts: This item will be deferred to our September board meeting.

C. Chairperson's Report

1. Discussing the Public First Lawsuit (Pub. First L. Ctr. v. Def. Council; Jon N. Ikenaga; and Agribusiness Dev. Corp. Bd. of Dir., Civ. No. 1CCV-24-0000050 (Haw. Cir. Ct. January 10, 2024).

2. Discussing the Agribusiness Development Corporation Bylaws

3. Discussing the Kauai activities and projects

Chair Watts deferred the chairpersons report. (taken out of order)

D. Committee & Permitted Interaction Group Reports

1. None

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Chair Watts noted that for today's meeting, there will be a small procedural change taking the informational items before moving into the action items. Chair noted that these presentations are directly relevant to the decisions the board is being asked to make today and believes that receiving the information first will be of great help to make informed decisions.

Chair Watts asked if he needed a motion to take this action, he did not.

Chair Watts further noted that from the attorney general's office, that for the agenda items F1, F3, and F5, the presentations by Mark Corteva, by Joshua Uyehara, and Mike Faye of Kekaha Ag, and Les Milnes, that the board will be listening to their presentations, but there would be no board discussion at this time.

F. Informational Items

1. Presentation by Mark Stoutmeyer of Corteva regarding recent activities and priorities for the future (presentation attached)

Chair Watts introduces Mark Sotomayor from Corteva, providing background on the company spun out of Dow and DuPont.

Corteva focuses on providing high-quality seeds and solutions for farmers and consumers in a sustainable manner.

Corteva tackles global challenges like climate change, tariffs, and food security, with operations in Hawaii focusing on corn breeding and development.

Corteva has a long history in Hawaii, with 170 employees and integrated pest management operations across four locations.

Corteva has invested over \$15 million in modern shade houses and seeks to expand its footprint, requiring land for seed purity and quality.

Chair asked if anyone from the public wished to give testimony. There was none.

2. Presentation by Alec Sou of Aloun Kauai Farming LLC regarding their farming plans in Kekaha (presentation attached)

Alex Sue discusses the farming plans and challenges faced by Kauai Farming, highlighting the community support and infrastructure.

Kauai Farming started in summer 2022 with a handshake agreement and has since expanded to 2000 acres under lease.

The company faces logistical challenges in shipping, with a limit of 10 containers per week due to transportation issues.

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Kauai Farming recently acquired Kauai Shrimp, adding 360 acres of land, and is exploring new crops and partnerships with the University of Hawaii.

The company emphasizes the need for reliable infrastructure and logistics to support its growth and food production.

Chair asked if anyone from the public wished to give testimony. There was none.

3. Presentation by Josh Uyehara and Mike Faye of Kekaha Agriculture Association regarding recent activities and priorities

Joshua Uyehara and Mike Faye provide an overview of the Kekaha Agriculture Association (KAA) and its history.

KAA was formed in 2003 to manage the infrastructure left by the Kekaha Sugar Company, including irrigation, roads, and electrical systems.

The association has invested over \$70 billion in capital improvements and operates on a public-private partnership model.

KAA has identified priority projects, including upgrading the irrigation system, building an agricultural processing facility, and addressing fire risk.

The association is working with state and federal partners to secure funding and support for these projects.

Chair asked if anyone from the public wished to give testimony. There was none.

4. Presentation by Dexter Kishida, Climate Resiliency Manager of Hawaii Department of Transportation regarding Port Allen and the Short-, Medium-, and Long-Term Plans for Shipping within Hawaii (presentation attached)

Dexter Kishida from the Hawaii Department of Transportation discusses the transportation needs of the agricultural sector in Kauai.

The department aims to build a resilient, effective, and secure ag transportation network to support local farmers and ranchers.

Key issues include limited inner-island shipping capacity, high transportation costs, and the need for refrigerated facilities near and at ports.

Short-term plans include building temporary aggregation points near the harbor, expanding the island ag discount program, and piloting shared logistics co-loading.

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Mid-term plans include building permanent agricultural cargo hub, integrate port and airport operations with digital scheduling, develop a Kauai based processing facilities, and expanding maritime and air cargo capacity.

Long-term plans include building permanent agricultural cargo hubs, integrating port and airport operations, and developing disaster-resilient transportation corridors.

Chair Watts stated that he's asked Mr. Kishida to "piggyback" and follow the board of directors throughout the next few months as the board travels to Maui and the Big Island and give similar presentations on infrastructure issues on other island and let the board know what the Department of Transportation is thinking about.

Chair Watts further stated that there's a lot of federal grants out there that the Department of Transportation is looking at and that everyone can work together to figure out who would be best to apply for these grants... that there's a lot of synergy here.

Chair Watts continued stating that the state can help meet Young Brothers halfway on this matter; that it's critical to the small farmer who is already operating on a razor-thin margin, and he believes that the realities of the cold chain are critical.

Chair further stated that he thinks that a lot of our harbors lack the electrical infrastructure to support these containers; make sure they're plugged in, and then the DOE and the farmer school rule, how that fits into all of this and the disaster resilience kind of playing. That looking at cold storage on the school level, getting fresh product into schools being critical too, if you want to provide local fresh to the disaster situation.

Chair asked if there was any board discussion.

Member Okimoto: one of the things is I'm thinking about, the space that you have as important thing, because You know, for an example there's got to be some kind of coordination with the farmers as far as what they're growing, mowing what they're growing, because if you're going to consolidate at the port and stuff, there's different products, like, for example. Limes and lemons don't have to be refrigerate to the point of lettuce or these other things, so they're gonna have to be going in different containers. So, you know, to really make this thing work, you gotta and fill a container, and send. All this stuff has to be coordinated, and I guess that's gonna fall on the ADC more than anybody else and that's a lot of coordination.

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Mr. Kishida: that's what we're hoping to do with ADC.

Chair Watts: From what I gather, what I'm hearing is a lot of those conversations are happening all over the place. I mean one thing in having him come is to kind of try to start to bring all that, to consolidate that. Yeah, I think we're all thinking along those lines, Dexter's an ag guy, but I think, like, you know, as HDOA considers what they're doing, and DOT considers what they're doing, kind of who's the best person to be doing what.

Mr. Kishida: I mean, we do manage the ports, so on the infrastructure and near and around the ports, that's why we/I'm glad Director Sniffin created this position to really focus on it, knowing that it's a key issue for our state. And so, we can't help to consolidate and coordinate these discussions and that movement forward, so we're organized, and the 12 of us aren't doing 12 different things. There's just not enough resources.

Chair asked if there was any further board discussion.

Member Trump: Thanks, Dexter, for the presentation. I was just curious, kind of within the existing footprint of these ports, is there room for additional infrastructure or aggregation facilities, or is that within, like, the DOT area that they manage? And my second question, sorry, is, in discussions with Young Brothers on this, what's kind of been their reaction and their kind of willingness to step forward and help find a solution for these issues?

Mr. Kishida: So far, Young Brothers has been pretty aligned in the thoughts that kind of I've highlighted. To go back to the first question, though, that's where they wouldn't be aligned, because there's just not enough room on our ports itself. So, a lot of this aggregation, or the consolidation to containers, really needs to happen off-port. That's the safest, most efficient. If you've been to Sand Island Young Brothers Terminal in the morning, we had to change some things, because the line would just go down the street, and people are sitting there for hours waiting to drop or pick up, because there's not enough space, so for efficiency's sake, we've got to move it. As Mr. Sou explained, even here, to get from here to Nawiliwili, really, during peak times is just irresponsible, right? It's already as is. But then, the time spent is money spent for all of our ag businesses, as Chair said, on razor-thin margins, we know that we've got to maximize every minute. And so, how do we move it near, but off-board to get these containers full dropped in an area quickly, so Young Brothers then could pick up and load, while keeping temp and everything else. So yeah, it's definitely a puzzle, but we have some great minds on it, so I think we'll figure this out it just won't be on our ports.

Chair Watts: I think that's critical, what Trump is talking about, because that and to your point, the, you know, as the FPINS (Food and Product Innovation Networks) evolve and all that, right? I mean, you got a lot of cold storage

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requirements, you know, a lot of moving pieces. And so how we place those things, and where we place them going forward, it's critical.

Member Trump: And as long as you can get, I guess, enough product for a full container, it doesn't necessarily have to be, like, you know, at the port. It could be anywhere, and that's pretty easy for, you know, any of the YB or I guess Matson in some cases, to handle local.

Mr. Kishida: Absolutely, absolutely. One of the other pieces of the conversation, I always thought, we need to build this huge, refrigerated facility, near our ports. And I think what's really coming up is the conversation of just power. Being able to plug in refrigerated containers at the port and having more refrigerated containers in the state will be actually more efficient than loading, unloading, loading, unloading near our ports especially for our larger farmers who can fill a 20 or 40-foot container, why not just drop it, plug it in, so YB (Young Brothers) has time, and then we could maybe look at drops later in the evening, or off times, not within that expanded, but still pretty tight window that we're looking at. And then in some cases, for export, we do know unloading is actually going to be more efficient, because of the requirements through USDA, or even, Customs it's easier if the container's unloaded, and so having that kind of modular unit where it would be unloaded for them to inspect and then loaded may be actually the better option. So, the conversations with our federal partners are also have been ongoing and are key as we think about what the needs are for our ag industry.

Chair Watts: Earl?

Member Yamamoto: Yes. Hey, Dexter, long time.

Mr. Kishida: Hey, Earl.

Member Yamamoto: I have a question in front of me. That has to do with, the short-term DOT anticipated actions. Is there any during the short term. Is there any infrastructure upgrades proposed during that, now to two-year period for, Nawiliwili or, Port Allen?

Mr. Kishida That will be the planning phase, so getting the data that's necessary to justify what this looks like, to activate Port Allen, or to have the necessary, a revitalization of Port Allen is going to be significant, so we need to have a strong justification on what's going to be moving through there. Not to say that a few boat charters aren't enough, but it's not. 10 containers, not enough. We're looking at needing to ship at least, like, 100 containers per sailing, so 200 a week or so. That's kind of minimum, is the rough estimate, but we've got to sharpen our pencils on that as well. And it's not saying that it all has to come from ag, right? This is a port that everybody can use. And so, to do the necessary upgrades, which

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means really just redoing the port, and that's, it's also going to take it offline for a decent amount of time.

Member Yamamoto: Okay. Okay.

Mr. Kishida: I'm sorry, Earl, another piece that, that, for Nawiliwili Airports, and Port Allen even is power. Our power infrastructures at the ports are not able to easily include the refrigeration or power nest power needs of the acceptor there. So that's another piece that we're looking at, is how do we install and upgrade the availability of power reports.

Which is probably somewhere around, like, photovoltaics or other types of renewable energy generation. We also want to meet our energy security goals. That are still open for comment if anybody would like to go to our website.

Member Yamamoto: Okay, okay.

Member Okimoto: Excellent. What you're basically saying, though, is if you gotta do the data collection first before you guys even move we're not looking at 2 years, right?

Mr. Kishida: We're looking 2 years down the road. Correct. Correct. But we gotta start now to justify this so we can get this going.

Chair Watts: Are there other places throughout the state that maybe have a quicker timeline that you guys may already have some data for?

Mr. Kishida: Oh, there, there are. Actually, on Maui, it might be a good example of how in looking at the increases of what's being produced and coming off island, Hawaii Island also, we can get some data. So that's why I think the acres to containers, and of course it depends what I mean, there's a lot of fine detail, but we can get some proxy numbers, and we've started to aggregate them but because ADC has the unique ability, kind of, not only being landowner, but also being able to create value-add opportunities, et cetera, et cetera. I think the conversation is going to be really rich on West Kauai because we can get to a level of detail that is a little harder when we're trying to get this from 200 private farmers.

Member Okimoto: So what you're saying is, I gotta gear up really fast.

Mr. Kishida: We're at least give us, like, the real projections, right, of where we're gonna look like in 2, 5, 10 years to make sure that we're growing half a step ahead of working on.

Chair Watts: Which I guess kind of aligns with, I think he's kind of not ready right now, right, for that.

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Via Zoom Teleconference and/or In-Person at Kekaha Agricultural Processing Building, 7189-D Kaunualii Highway, Kekaha, Hawaii 96752

Mr. Kishida: Correct. So that's why now's the time. Now's the time to plan.

Mr. Sou: Could I offer a comment on Port Allen?

Mr. Kishida: Sure.

Mr. Sou: I mean, we've been looking at it for a while. You've got an airbase there that's hardly used. The state owns literally over 200 acres.

Mr. Kishida: On the other side, yeah, yeah.

Mr. Sou: Yes, that infrastructure, I think you've been built from scratch at top notch. And if you sit down with Bruce Robinson, he has a 7.5-megawatt system - ties your power. You might want to strike a deal with, somehow between photovoltaic on this side of the island, it's a no-brainer, and sit down with, you know, the Bruce Robinson, they control all the ground in that area, they can be very creative. So, you're talking private partner with, you know, public? That's one family, you need to bring them in. Because not only that, their ground, beautiful irrigation system, 8,000 acres, all gravity float. Where can you find that? And they have, unfortunately, Jason, Chair, they have more money than you guys are fighting for. And now we under control, you know? So cool. Something to think about.

Chair Watts: Alright, any other questions from board members, the public? There was none.

5. Presentation by Les Milnes, President of Kalepa Koalition regarding the Koalition's current operations and challenges

Chair Watts deferred this item and asked if there was any public testimony. There was one.

Fern Holland: Aloha, I was actually trying to testify on one of the first two items, but it didn't appear that a pause was given to do that. I asked in the question and answer, but nobody responded.

Ken Nakamoto: Hmm, we didn't see any hands raised. Did you have a specific question on which one?

Fern Holland: I actually would like to provide testimony. The first item would have been fine, or I could have done it to the second. I mean, I can make it applicable to almost anything, but it's really relevant to the first two items, mostly.

Ken Nakamoto: Oh, okay, go ahead.

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Fern Holland: Thank you very much. I really, appreciate you all. I'm sorry I couldn't be there in person today. I wanted to speak a little bit to the ADC board and staff, really about the kuleana of what our state lands are meant, to produce, food for our people. I'm very concerned, and I continue to be concerned, about some of the former License's use, particularly Hartung, formerly Syngenta, the use of a lot of those soils, and Westside agricultural lands, because really, I believe that that land needs to be remediated. I think that there should be requirements that are placed on those that are leasing our state lands, that they return the land in at least as good, if not better condition, than they received it. And we've seen this issue for over 100 years now on, really, the largely utilized land almost in liquidation for the benefit of certain agricultural uses and I believe that, you know, I personally have concerns that Aloun Farms is now going to take over land that has never been properly remediated from experimental pesticide use. You know, we've seen decades of experimental use happening with genetically engineered crops and restricted-use pesticides on that land without really any remediation. We've had this incredible toxic cycle out there. You know, resulting in depleted soils and waters. And I'm just asking that the ADC consider having stricter requirements for the use of these pesticides. And that they really look at, the long-term vision for what this is for, and, you know, I'm very grateful to start to see that we're seeing food production with Aloun Farms coming in, producing food, rather than just experimental research that we've seen out there for decades. But we really need to have a bolder vision, I guess, of what that land could do and provide, and really appropriate crops and the use of agricultural techniques that Hawaii has been compatible with could result in less pesticide use and a regenerative land treatment and management of our lands out there. That would actually be really important for fire and disaster management, because we would address the concerns with flooding and fire if we return these indigenous crops and wetland systems as a part of that, and so I'm just really asking that you guys understand the research behind the concerns that have happened on West Kauai, and also be very bold about the expectations that you have for the people that are leasing our state lands. There's liability lawsuits happening across the United States right now with attempts to basically, big corporations like Corteva, are fighting to not have liability in association with pesticide lawsuits, and who does that liability then land back on? Is it the ADC, and is it our Kuleana to be ensuring that we aren't liable for the impacts of these pesticides? So I would ask that the things that are banned in Europe and much of European Union are not used on West Kauai, and that you guys just really think about some of these long-term uses, and I appreciate it, and again, I really wish that I could have been there in person today, but I appreciate all of you, and we really do need to focus on the food security aspect, because if those ships don't come, and like we went through COVID, we deal with these emergency situations. We need to be having food growing here that we can actually consume, that'll feed our people. Not just stuff that is, not used. And if we don't have those chemicals coming in, we need to be growing things that aren't dependent on them. So, I really appreciate your time, everybody. Creep up the great work. Thank you.

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Chair Watts: Thank you, Fern. Any other testimony from the public?

Ken Nakamoto: Chair, I just had a couple questions that was in the Q&A and, was from Kylie Wagner-Cruz, and she asked, can ADC make all hard copy materials relied upon in these presentations available by sending them to the ADC email list and posting them on the ADC's meeting website?

Chair Watts: Yes, correct. Once we get back, the Executive Director will make all of the hard copies received today available to the public.

6. Presentation by Alec Sou of Aloun Kauai Farming LLC and Josh Uyehara of Hartung Brothers Hawaii LLC regarding the anticipated transfer of equity from Hartung Brothers Hawaii LLC to Aloun Kauai Farming LLC

Chair Watts: As members, we are able to engage in questioning.

Ms. Waihee-Polk: Chair, but we would probably take public testimony before discussion by the board.

Chair Watts: Sure.

Mr. Uyehara: So yeah, just very briefly, basically, with the change in, some of the contracts already lost some of the long-term contracts that have been you know, key for the hard-hung operation going forward. Really, it was incumbent on us to try to figure out what would be the next steps, for the property that we had been licensing. And, as we know here on West Kauai if the lands are left fallow for any period of time, they've overgrown very quickly and become very expensive with battling production. I was trying to estimate, like, because I was, you know, involved at the time. Originally reef clearing the land from over prone, you know, poly kola, sugarcane, kitty grass. That was a severe fire hazard risk for the entire time leading up to that was many billions of dollars, actually, to do third this land from the state we started with. And so, the idea is, you know, trying to figure out a way to avoid having that revert to that kind of state, and, you know, making it prohibitively expensive to get back into production. Thankfully, you know, the timing has worked out. Alec mentioned, you know, been working for a number of years on trying to figure out, how to bring some scale agricultural production to West Kauai that was actually tied to food production. And so, he's in the best position of anyone, potentially, to do this now. We haven't, you know, finalized all of our agreements and things, but given the advanced stages of our discussion, we wanted to put this to the board's attention, just to let everyone know what we're talking about.

Alec Sou: I'll defer, I mean, like Josh said, we're still working on the detail of the transaction. We are exploring a combination of long-term permanent crop versus

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row crop. But I've had many meetings with, both DBEDT and Senate, in terms of trying to work out and Department of Education. We've been working with DOE for many years now, trying to figure out this how do you move it, almost we're at ground zero trying to provide food lunch, school lunches for, you know, thousands of kids, every day. And there's a whole infrastructure of science, ag, you know, post-harvest, not just the farming itself, but post-harvest handling, processing that needs to go on. So, we're exploring a lot of different things. It's still in early stages. We have some pretty good idea of crop. Again, it'll be, gauge as to how much further Port Allen or infrastructure or logistics are gonna get move in the next 3 to 5 years. If our investment will have to be curtailed based around that. We can't get it out timely, why, you know, drop millions of dollars in packages? So, a lot of moving parts, but at least it's getting started, and the details, you know, we gotta work things out still.

Chair Watts: Any, testimony from the public?

Ken Nakamoto: No hands raised chair.

Chair Watts: Board members, are they questions? Seeing none, thank you for the update. I also would just offer that, you know, thank you for both you and Grove Farm too, it's helping to keep the farm-to-school movement going. I know it hasn't been easy, the infrastructure's not there, but whenever the DOEs try to, I think, look at local food on their menus, it will always try to step up for them, so thank you for that.

Ken Nakamoto: Members, at this point, does anybody need a break, or keep going, or we keep going or? Okay, we'll take a 5-minute break, if that's okay. Five minute recess.

Recess: 11:29 a.m. – 11:34 a.m.

7. Executive Director's Report- Please see weekly reports available at <https://dbedt.hawaii.gov/adc/reports>

C. Chairperson's Report

1. Discussing the Public First Lawsuit (Pub. First L. Ctr. v. Def. Council; Jon N. Ikenaga; and Agribusiness Dev. Corp. Bd. of Dir., Civ. No. 1CCV-24-0000050 (Haw. Cir. Ct. January 10, 2024)).

Ms. Waihee-Polk: I will see if I can get the Attorney General on.

Chair Watts: Okay.

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Jennifer Waihee-Polk: I'll just see.

Chair Watts: Okay.

Jennifer Waihee-Polk: Sorry, I can't, but that's okay, you can move forward. We'll just save anything for another meeting if we have legal questions.

Chair Watts: Okay.

Chair Watts: The chair and the executive director have met with the director of the Office of Information Practices to determine the best way forward, and it is the clear intent of the chair that the ADC will fully comply with the Court's decision. Accordingly, all members of this board will undergo Sunshine Law training at the earliest convenience. OIP will give us some advice as to how and when that occurs. But to ensure that we get the proper support, as we move forward, I'm also, directing that all the ADC staff, undertake Sunshine Law training as well, that the corporation's operations are aligned with both the letter and the spirit of the law, and the OIP director will get back to Wendy as to when and how that occurs. But we want to get that done as soon as possible.

2. Discussing the Agribusiness Development Corporation Bylaws

Chair Watts: And then with respect to, item C2, that'll take us, into the action items. Just a quick comment that, you know, I intend to ensure that we comply with the bylaws of this corporation, and with the concerns raised previously by the state auditor, regarding the failure of the ADCs to appoint members to our standing committees, in today's action item, you will see that we will be addressing, that, going forward.

Chair Watts: So, moving to action items. We'll take something out of order here, but I know they got to...

Jennifer Waihee-Polk: Did you get public testimony?

Chair Watts: Oh, sorry. Any members of the public have any comments?

Jennifer Waihee-Polk: Sorry, Chair, I'm so sorry, you're good, I might have missed this, so did we, are we, putting the Executive Director's report later, or?

Chair Watts: We referenced it.

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Jennifer Waihee-Polk: Okay, did we get public testimony- just check if there's public testimony?

Chair Watts: Do we have public testimony on the executive director's reports?

Ken Nakamoto: No hands raised chair.

Jennifer Waihee-Polk: Okay, sorry, thank you.

Chair Watts: Is there any public testimony regarding item C1?

Ken Nakamoto: No hands raised chair.

Chair Watts: C2?

Ken Nakamoto: No hands raised.

Chair Watts: And if there's no objection from the members, we'll take one of the action items out of sequence here, because I know they've got to run to another meeting. I'd like to take, item, action item E3.

3. Request for approval to amend License Agreement No. L-08202 issued to Hartung Brothers, Inc. to withdraw Field 117 in Kekaha, District of Waimea, County of Kauai, State of Hawaii, Tax Map Key No. (4) 1-2-002:003 (portion) (taken out of order)

Member Trump: I move to approve to amend the license agreement.

Member Cooke: Second.

Chair Watts: Motion by, Board Member Trump, seconded by Jesse Cooke. Any objections from the members?

Chair Watts: If not, so approved (Unanimously approved: 9-0).

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Ken Nakamoto: Oh, sorry chair, we have one hand.

Ken Nakamoto: Go ahead, Fern.

Fern Holland: Thank you again, guys. I just want to emphasize one more time, the importance of when these lands are abandoned, that some sort of testing, independent testing is done of remediation for the soil. So, testing for what may

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be left and how we can remediate, there needs to be some sort of environmental control on the abandonment of these lands. Thank you very much.

Chair Watts: Thank you, Fern.

3. Discussing the Kauai activities and projects

Chair Watts: This matter is deferred indefinitely.

E. Action Items

1. Appointment of members to the standing Administration Committee, the standing Technical Assistance Committee, and the standing Marketing/Communications Committee

Chair Watts: Colleagues, pursuant to the bylaws of the ADC as chair after careful consideration, I am assigning each active member to a committee in a way that balances expertise, efficiency, and representation. Before I announce the announcements, I do want to note that, Board Member Glenn Hong is, currently experiencing some personal difficulty with attending our board meetings, and so, he's not being included, currently, but as his time becomes available, we'll make that availability happen for him in a responsible way, to meet quorum requirements, etc. So out of respect for a situation, he would not be formally assigned to a committee at this time. Also, to keep in mind for the board members that, you know, the ADC staff is currently managing a significant number of projects, high-dollar projects, throughout the state, and it's imperative that we keep a regular schedule and keep these committees moving so that we don't become any kind of impediment to that progress, so as we do that, please keep in mind, these are my initial recommendations. If any board members have any issues, please reach out, and we can see if we can adjust those. But for the administration committee, purview to review and make recommendations on personnel, fiscal, and administrative matters.

Chair Watts announces the appointment of Dave Hinazumi, Ciara Kahahane, Dane Wicker, and himself for the Administration Committee. The committee's purview includes reviewing and making recommendations on personnel, fiscal and administrative matters.

Members Nathan Trump, Karen Seddon, Jason Okuhama, Dean Okimoto, and Jesse Cooke are appointed to the Technical Assistance Committee. The committee's purview includes reviewing and making recommendations on matters

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that relate to technical assistance to agriculture enterprises, including all ADC projects.

Members Sharon Hurd, Dane Wicker, Jesse Cooke, Nathan Trump, and Chair Watts are appointed to the Marketing Committee. The Marketing Committee's purview is to review and make recommendations on the marketing of agricultural products and services consistent with ADC initiatives and the state of Hawaii agribusiness priorities.

Chair Watts: Hopefully this can provide a fair distribution of work, maintain some balance across everyone's subject matter expertise, and ensure our community is operating efficiently and effectively. So, I thank you, all of you, for your willingness to serve, and if you have any concerns, please reach out and we can try to make some adjustments. Next item.

Jennifer Waihee-Polk: Oh, Chair, did you take public testimony?

Chair Watts: Nope. Sorry about that. Any public testimony?

Ken Nakamoto: No hands raised, Chair.

Chair Watts: No hands raised.

2. Request for approval to establish a permitted interaction group to review the draft strategic plan, recommendations, feedback, and any necessary changes and provide the Board of Directors with an update at the September 2025 ADC Board of Director's Meeting, a full report at the October 2025 ADC Board of Director's Meeting, for a discussion and vote at the November 2025 ADC Board of Director's Meeting

Chair Watts: This timelines keeps us in line with the law and at this time, I'd like to appoint.

Jennifer Waihee-Polk: You have to form the meeting for, you have to form the group. That the board has to form the group.

Chair Watts: Is there a motion?

Member Cooke: Motion.

Member Okimoto: Second.

Chair Watts: Second. Okay, we have a motion by Board Member Cooke and a second by Board Member Okimoto. Any objections?

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Jennifer Waihee-Polk: Public testimony.

Chair Watts: Public testimony?

Ken Nakamoto: No hands raised chair.

Chair Watts: No hands raised.

Jennifer Waihee-Polk: And so, discussion and vote.

Chair Watts: Any discussion, members?

There was none.

Chair Watts: Any objections?

There was none.

Chair Watts: Seeing none, the measure is adopted. (Unanimously 9-0)

Chair Watts: I will be appointing Sharon Hurd HDOA Chair, Jesse Cooke, Dane Wicker, Ciara Kahahane, and myself to the strategic planning PIG. I just have to keep in mind, members, for all the committee assignments that have been just done, each committee would have to elect its own chair, and I think work with Wendy's office to ensure that they are staffed properly and noticed properly.

3. Request for approval to amend License Agreement No. L-08202 issued to Hartung Brothers, Inc. to withdraw Field 117 in Kekaha, District of Waimea, County of Kauai, State of Hawaii, Tax Map Key No. (4) 1-2-002:003 (portion) – this was taken out of order earlier in the meeting
4. Request for approval to issue a license agreement to Taworn Panyamee and Thanawat Chak Ano for 58.81 gross acres, more or less of Field 117 for agriculture use in Kekaha, District of Waimea, County of Kauai, State of Hawaii, Tax Map Key No. (4) 1-2-002:001 (portion)

Member Okimoto: Motion.

Member Trump: Second.

Chair Watts: A motion by Board Member Okimoto, seconded by Board Member Trump.

Chair Watts: Is there any discussion?

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Jennifer Waihee-Polk: public testimony first.

Chair Watts: Public testimony?

Ken Nakamoto: No hands raised chair.

Chair Watts: Any discussion? Board members?

Member Okimoto: Yes, I'd like to make some comments. I admit, I've been to the two farms that, that, are referencing there, and then you know, they have established, fields of fruit growing, Asian fruit mostly and I will tell you that it's a shame that they have to move, because they're just beginning to prove, so, I'm all for them going over there. Plus, you know, Ned, which, I don't know which I don't know what it is real name is went to the farmer's market on Sunday. I mean, on Saturday, so I was here this past weekend. And, so, I saw this pancake thing, and I knew had, he did some value-added things with his fruits and stuff. And so, I wanted to go up, and so I went up and I started to order, and I said, oh, how long is it going to take? Because there's a lot of people standing around. So, oh, at least half an hour to 45 minutes. My jaw dropped and I go it must be really good, she goes, yeah, and then all the people over there are going, yeah, it's really good. You know. So, you know, what I'm basically saying is, you know, he's not only growing the fruit, but he teaches people, you know, probably how to use them and stuff like that, and, you know, they're fruits that are, most of Hawaii probably doesn't even know about a lot of it, right? And, hardworking, we use it the farm, clean farm, I mean, Just, a highly, highly recommend that they get their land and move on and become established farmers in the Kauai community.

Chair Watts: Thank you. Any other board discussion?

Wendy Gady: Chair I just wanted the board to know that both of these farmers have been not only grafting trees, but also planting and potted trees to move to ADC land for quite a few months. Exciting.

Chair Watts: Yeah, it is, for sure. And again, I'd like to thank, Loon and, and, and, Joshua, for, for agreeing to Give up this parcel for them, so any other discussion?

Chair Watts: Earl?

Earl Yamamoto: Yes. Let's see, this proposed license agreement is to suit two separate farmers, but they're sharing the, a single parcel.

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Earl Yamamoto: Is that a, oh, is there a precedent for that, or is there a potential problem with that? This unspecified relationship between the two entities on the same ADC parcel?

Chair Watts: Executive Director what are the standards.

Wendy Gady: I don't know, Chair and board members, I don't know that we have a written policy or procedure. It is not something that the board or the individual EDC staff requested. It was something that was requested by the farmers themselves and they felt that it would also provide some backup, so if one person's on vacation, the other person can help watch their crop at the same time.

Earl Yamamoto: Okay.

Member Okimoto: Sure. I'd like to make a comment about from, you know, people you know, giving up that parcel for these people, but I think also it might be advantageous, both ways, because I think, Alec can probably help them with some of them walking, either stuff. And hopefully, maybe, expand this pancake operation through Oahu, so I can try it. You know, so I think it might be synergistic. Useful.

Chair Watts: Thank you. I think, Earl, Earl, so you had a follow-up, Earl?

Earl Yamamoto: Aww. Yeah, ah, well, I was just wondering for the sake of, well clarity in case there's a problem, which I cannot imagine, you know, I'm not a land manager or anything like that, but in, in case there's something that I cannot, envision right now, because I don't have the background with, with ADC and its, land management, expectations, I guess, of its licensees. I just raised it just out of, you know, in, in reading the submittal, looking for that, more formal, you know, some kind of, some kind of partnership or something like that between the two, the two entities, being considered. That's all.

Chair Watts: Thank you, Earl.

Earl Yamamoto: Yeah.

Chair Watts: Any objections from the members moving forward?

There was none.

Chair Watts: Any testimony from the public?

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Ken Nakamoto: No hands raised chair.

Chair Watts: Alright, great. No objections. Seeing none, measured as adopted. (Unanimously approved 9-0).

5. Request for approval to issue a request for proposal to operate and maintain a high-pressure processing facility at the Central Oahu Food and Agriculture Hub, Whitmore Village, District of Wahiawa, City & County of Honolulu, State of Hawaii, Tax Map Key No. (1) 7-1-002:001 (portion)

Chair Watts: Is there a motion to proceed?

Member Cooke: Motion.

Member Hinazumi: Second.

Chair Watts: It's a motion by Board Member Cook, seconded by Board Member Hinazumi.

Jennifer Waihee-Polk: There is the motion to approve.

Chair Watts: Yes.

Jennifer Waihee-Polk: The request? Okay, sorry, thank you.

Chair Watts: Any public testimony?

Ken Nakamoto: One.

Chair Watts: Sure.

Ken Nakamoto: Go ahead Fern.

Fern Holland: Hi guys, thanks so much. I'm sorry to be the only one testifying, but I just want to say strong support for this. This is really important, and I really hope Kauai can get something like this as well. I'm super excited about what that Central Ag Oahu facility is doing, and I'm really hoping that we got one. Thank you.

Chair Watts: Thank you, Fern.

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Chair Watts: Any board discussion? If not, is there any objections to moving forward?

Chair Watts: If not, measures adopted. (Unanimously approved: 9-0)

F. Adjourn

Chair Watts: This concludes our agenda for this meeting.

Chair Watts: Motion to adjourn? Have you done it?

Wendy Gady: You need a motion, to adjourn.

Member Cooke: Motion.

Member Trump: Second.

Chair Watts: Motion to adjourn by Board Member Cooke, seconded by Board Member Trump. If there's no objections.

Chair Watts: Any comments from the public?

Ken Nakamoto: Seeing none chair.

Ken Nakamoto: Board, this meeting is adjourned (at 11:58 a.m.). Board members, thank you for your time.

The Board may go into executive session on any agenda item pursuant to the exceptions provided under section §92-5, Hawaii Revised Statutes.

STATE OF HAWAII
**AGRIBUSINESS DEVELOPMENT
CORPORATION**

B-2

STAFF SUBMITTAL TO THE BOARD OF DIRECTORS
September 18, 2025, 9:00AM

Subject: Update by Wendy Gady, Executive Director of the Agribusiness Development Corporation, regarding the recent limited meeting of the board of directors on Kaua'i on August 25, 2025

Applicant: Agribusiness Development Corporation (ADC)

Authority: Section 163D-4(a)(5), Hawaii Revised Statutes

BACKGROUND: At the July 18, 2025 regular meeting of the ADC Board of Directors meeting. The Board determined that it was necessary to conduct limited meetings for on-site inspection of ADC assets on Kauai for purposes related to the Board's business.

The approved agenda follows

- | | | |
|------------|------------------|--------------------------------|
| A. Site #1 | 12:00 to 1:30 PM | Pacific Missile Range Facility |
| B. Site #2 | 1:30 to 2:30 PM | Kekaha bridges |
| C. Site #3 | 2:30 to 4:00 PM | View Grove Farm Lands |
| D. Closing | 4:15 PM | Return to Lihue / airport |
| E. Adjourn | | |

REPORT ON LIMITED MEETING:

The Limited Meeting started August 25, 2025 at 12:45 PM. The Board members present were Jayson Watts (Chair), Board Members – Jesse Cooke, David Hinazumi, Dean Okimoto, Nathan Trump. ADC staff present Wendy Gady (Executive Director), staff – Ken Nakamoto, Deo Rhoden, Mark Takemoto.

- A. The first agenda item, Site #1 Pacific Missile Range Facility is deferred indefinitely.
- B. The second agenda item, Site #2 Kekaha Bridges. The group traveling in three vehicles stopped to view the number 108 bridge, subject of a CIP appropriation to design and improve the bridge. The group stopped to view the bridge. The group was shown the bridge, and it was explained the work would improve the safety of the bridge. Arrive 12:53 PM Depart 12:56 PM
- C. The third agenda item, Site #3 View Grove Farm Lands. The group traveled to an elevated viewing location on Grove Farm lands. (see photo) The property is the subject of a \$39MM potential land purchase by the ADC. From the viewing location the approximate boundary of the property was explained. Irrigation features and access roads were pointed out. The property is adjacent to the ADC's Kalepa land, and the shared boundary was explained. The status of current tenants was explained. Additional features - relation to the major roads, a large Photovoltaic facility. Arrive 1:47 Depart 3:30 PM
- D. Arrive Lihue Airport 3:56 PM
- E. Adjourn 3:56 PM

Photos:

1. Photo of attending Board Members and ADC staff viewing land



2. Photo of Grove Farm subject lands, 1,000 acres



Respectfully Submitted,

Wendy Gady
Executive Director

AGRIBUSINESS DEVELOPMENT CORPORATION

Minutes of the Special Board of Directors Meeting held Virtually on September 25, 2025

Via Zoom Teleconference and/or In-Person at 235 S. Beretania St., Suite 205, Honolulu, HI 96813

Pursuant to section 92-3.7, Hawaii Revised Statutes (HRS), this meeting was held remotely with Board members, Staff, Applicants, and the Public participating via Zoom meeting venue, and an In-Person meeting location available for public participation at the State of Hawai‘i, Leiopapa A Kamehameha, State Office Tower Building, 235 S. Beretania St., Suite 205, Honolulu, HI 96813.

Members Present, virtually:

Jesse Cooke, City and County of Honolulu Member (Member Cooke)
Glenn Hong, Member-At-Large (Member Hong)
Earl Yamamoto, for Sharon Hurd, Ex-Officio Member for HBOA (Member Yamamoto)
Dean Okimoto, Member-At-Large (Member Okimoto)
Nathan Trump, Hawaii County (Member Trump)
Jayson Watts, Maui County Member
Karen Seddon, Member-At-Large (Member Seddon) arrived at 9:07am

Members absent:

David Hinazumi, Kauai County Member
Ciara Kahahane, Designee for DLNR Ex-Officio Member Ms. Dawn Chang (Member Kahahane)
Jason Okuhama, Member-At-Large (Member Okuhama)
Dane Wicker, Designee for DBEDT, Ex-Officio Member James Tokioka (Member Wicker)

Counsel Present, virtually:

Jennifer Waihee-Polk, Deputy Attorney General

Staff Present, virtually:

Wendy L. Gady, Executive Director (Ms. Gady)
Ingrid Hisatake, Executive Secretary

Guests Present, virtually:

Mark Ladao

Guests Present, physical location:

None

A. Call to Order & Roll Call

Chair Watts called the meeting to order at 9:03 a.m.

Chair Watts conducted the roll call. Member Cooke, Member Hong, Member Yamamoto, Member Okimoto, Member Trump, and Member Watts, Member Seddon, acknowledged their presence with no one over the age of 18 being present in the room with them. Member Hinazumi, Member Kahahane, Member Okuhama, and Member Wicker were excused.

B. Approval of Minutes

1. None

C. Chairperson’s Report

AGRIBUSINESS DEVELOPMENT CORPORATION

Minutes of the Special Board of Directors Meeting held Virtually on September 25, 2025

Via Zoom Teleconference and/or In-Person at 235 S. Beretania St., Suite 205, Honolulu, HI 96813

1. None

D. Committee & Permitted Interaction Group Reports

1. None

E. Action Items

1. Request for approval to establish a permitted interaction group of the Board of Directors for the purpose of traveling to Colorado from September 28–30, 2025, to tour a centralized kitchen and slaughterhouse, pursuant to Section 92-2.5(e), Hawai‘i Revised Statutes; and to appoint members thereto.

Chair stated that the reason for this is just out of an abundance of caution, just randomly and in their individual capacities, these board members were asked by the Hawaii State Senate to join the Senate Ways and Means Committee on their tour of a centralized kitchen in Colorado. Board member Okimoto was invited in his role as chair of the Hawaii ad Foundation Board of Directors. Board Member Cooke was invited in his role as a senior VP at Ulupono, and board member Deputy Director Wicker is going in his role as the deputy.

He also stated that there are two staff persons attending, Anela, our EMPF Director, and Wendy Gady, the executive director. Because they're attending something that might have some discussion about a project within the ADC, just to be safe.

The permitted interaction group shall present a report to the full board at the regularly scheduled meeting on October 18, 2025.

Chair called for a motion to approve.

Motion by Member Cooke; second by Member Trump.

Chair asked if anyone from the public wished to give testimony. There was none.

Chair asked if there was any board discussion. There was none.

Chair called for the vote. Hearing no objections or abstentions, the motion was unanimously approved: 6-0.

F. Informational Items

1. None

G. Adjourn

Having no further business before the board, Chair called for a motion to adjourn.

Motion by Member Cooke; second by Member Okimoto.

Member Seddon arrived at 9:07 a.m.

AGRIBUSINESS DEVELOPMENT CORPORATION

Minutes of the Special Board of Directors Meeting held Virtually on September 25, 2025

Via Zoom Teleconference and/or In-Person at 235 S. Beretania St., Suite 205, Honolulu, HI 96813

Chair called for the vote. Hearing no objections or abstentions, the motion was unanimously approved: 7-0.

The meeting was adjourned at 9:08 a.m.

The Board may go into executive session on any agenda item pursuant to the exceptions provided under section 92-5, Hawaii Revised Statutes.

DRAFT

STATE OF HAWAII
**AGRIBUSINESS DEVELOPMENT
CORPORATION**

E-1

STAFF SUBMITTAL TO THE BOARD OF DIRECTORS
November 20, 2025

Subject: Request for approval to authorize the executive director to do all things necessary to facilitate the acquisition of the fee-simple interest, or easement, of the Upper Helemano Reservoir, including issuing a letter-of intent, negotiating a purchase and sale agreement, conducting due diligence, and all other manner of activities necessary to facilitate the acquisition. Situated at Paalaa Uka, District of Waialua, City and County of Honolulu, State of Hawai'i, Tax Map Key No. (1) 6-4-004:007 (portion).

Applicant: Agribusiness Development Corporation Staff

Authority: Section 163D-4(a)(6), Hawai'i Revised Statutes (HRS)

Area: Undetermined

Field No(s): Non-designated. Generally, an area that includes Upper Helemano Reservoir and surrounds, and certain access points around it.

Tax Map Key: (1) 6-4-004:007 (por.) (Property) (see Exhibit "A")

Land Status: Held in fee by Castle & Cooke Properties Inc.

Trust Land Status: Section ____ lands of the Hawai'i Admission Act¹
Yes ☐ No ☒
DHHL 30% entitlement lands pursuant to the Hawaii State Constitution?
Yes ☐ No ☒

Zoning: SLUD: Agricultural
CZO: AG-1

¹ Final trust land status determination pending completion of due diligence process.

Request for approval to authorize the executive director to do all things necessary to facilitate the acquisition of the fee-simple interest, or easement, of the Upper Helemano Reservoir, including issuing a letter-of intent, negotiating a purchase and sale agreement, conducting due diligence, and all other manner of activities necessary to facilitate the acquisition. Situated at Paalaa Uka, District of Waialua, City and County of Honolulu, State of Hawai‘i, Tax Map Key No. (1) 6-4-004:007 (portion).
November 20, 2025

BACKGROUND:

Act 250, 2025 Haw. Sess. Laws 701 appropriated \$2,000,000 to the Agribusiness Development Corporation (ADC) for the purchase of the Upper Helemano Reservoir (Reservoir) located at Paalaa Uka, District of Waialua, City and County of Honolulu, State of Hawai‘i (see Exhibit “A”). The property is currently owned by Castle & Cooke Properties Inc. The Reservoir is fed by Helemano Stream, Poamoho Stream and provides water to nearby Dole Food Company and their tenants, including ADC.

REQUEST:

That the ADC Board of Directors (Board) authorize the executive director, and her designees, to issue a letter of intent, negotiate a purchase and sale agreement, conduct due diligence, and all other manner of activities necessary to facilitate the purchase of the fee-simple interest or easement of the Property, and appurtenant facilities including ditches, flumes, siphons, irrigation water transmission and control infrastructure, pumps, etc., subject to the conditions and limitations included in the Recommendation(s) (Request).

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT COMPLIANCE:

Under section 343-5(a), HRS, an environmental assessment shall be required for actions, that propose, among other things, the “(1) use of state land or county lands, or the use of state or county funds[.]” This action involves the use of state funds and is subject to the requirements of the chapter. ADC maintains an exemption for the acquisition of real property, however, an environmental assessment may still be conducted.

REMARKS & DISCUSSION:

The acquisition will be subject to a fair market appraisal as part of the due diligence process, and a Phase 1 Environmental Site Assessment will be conducted. Funding will lapse on June 30, 2028, unless sooner encumbered. City and County of Honolulu Real Property Assessment Division assesses the land value of the entire parcel at \$1,844,400.00.

RECOMMENDATION(S):

Based on the foregoing, it is recommended that the Board:

1. Approve the Request, subject to the following conditions:
 - a. Following the negotiation of a mutually acceptable purchase and sale agreement, staff shall seek Board delegation of authority to execute the document; and
 - b. At the conclusion of the due diligence period, staff shall report their findings to the Board and may seek approval to finalize the acquisition.

Request for approval to authorize the executive director to do all things necessary to facilitate the acquisition of the fee-simple interest, or easement, of the Upper Helemano Reservoir, including issuing a letter-of intent, negotiating a purchase and sale agreement, conducting due diligence, and all other manner of activities necessary to facilitate the acquisition. Situated at Paalaa Uka, District of Waialua, City and County of Honolulu, State of Hawai'i, Tax Map Key No. (1) 6-4-004:007 (portion).
November 20, 2025

Respectfully Submitted,

/s/ *Lyle Roe*

Asset Manager

Approved for Submittal:



Wendy Gady
Executive Director

Attachment(s):

Exhibit A Map and Parcel Information

Request for approval to authorize the executive director to do all things necessary to facilitate the acquisition of the fee-simple interest, or easement, of the Upper Helemano Reservoir, including issuing a letter-of intent, negotiating a purchase and sale agreement, conducting due diligence, and all other manner of activities necessary to facilitate the acquisition. Situated at Paalaa Uka, District of Waialua, City and County of Honolulu, State of Hawai'i, Tax Map Key No. (1) 6-4-004:007 (portion).
November 20, 2025

EXHIBIT A

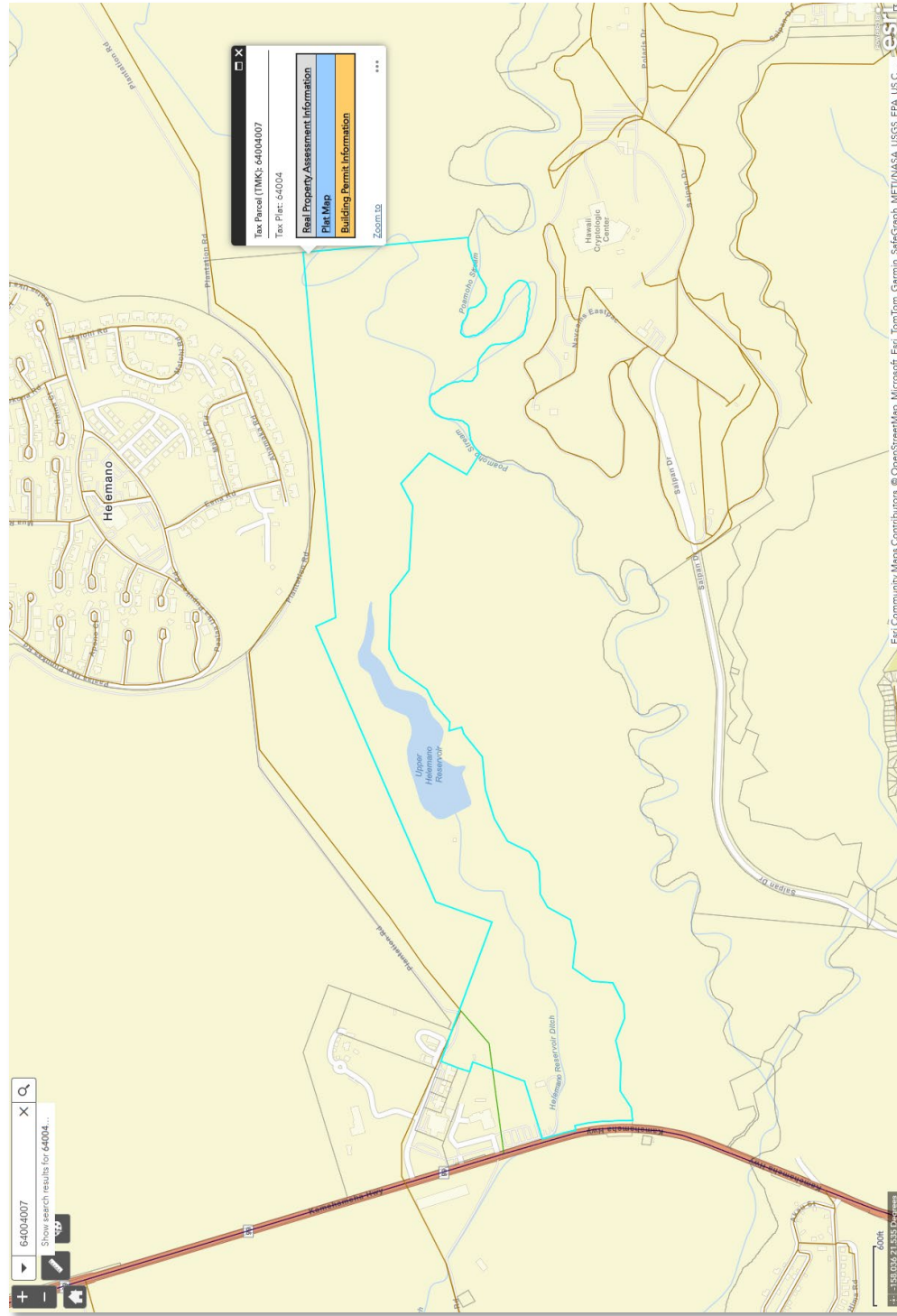


Figure 1: Tax Map Key No. (1) 6-4-004:007

Parcel Information

Parcel Number	640040070000
Location Address	KAMEHAMEHA HWY
Project Name	
Legal Information	LOT C POR LCAW 7713:34 222.614 AC.
Property Class	AGRICULTURAL
Land Area (approximate sq ft)	9,697,066
Land Area (acres)	222.6140

[Plat Map PDF](#) [GIS Parcel Map](#)

(TIP: Holding down CTRL + Clicking "GIS Parcel Map" will open Map in new tab)

Email us at bfsrpmmailbox@honolulu.gov regarding Supplemental Plat Map PDFs.

Owner Information

Owner Names
CASTLE & COOKE PROPERTIES INC Fee Owner

Any ownership changes after assessment date of October 1 will be reflected on website after assessment roll certification on or after January 31

[⊞ Show Historical Tax Years](#)

Tax Year	Property Class	Assessed Land Value	Dedicated Use Value	Land Exemption	Net Taxable Land Value	Assessed Building Value	Building Exemption	Net Taxable Building Value	Total Property Assessed Value	Total Property Exemption	Total Net Taxable Value
2025	AGRICULTURAL	\$1,844,400	\$949,100	\$0	\$949,100	\$0	\$0	\$0	\$949,100	\$0	\$949,100

Dedications

Tax Year	Dedications (number of dedications)
2025	AG DEDI - 10 YEARS(1)
2024	AG DEDI - 10 YEARS(1)
2023	AG DEDI - 10 YEARS(1)
2022	AG DEDI - 10 YEARS(1)
2021	AG DEDI - 10 YEARS(1)
2020	AG DEDI - 10 YEARS(1)
2019	AG DEDI - 10 YEARS(1)
2018	AG DEDI - 5 YEARS(1)
2017	AG DEDI - 5 YEARS(1)
2016	AG DEDI - 5 YEARS(1)

[Dedications Information](#)

[How to calculate real property taxes](#)

The Assessment Information section contains records for the last 10 years.

For inquiries over 10 years and any other assessment data questions, please email the Real Property Assessment Division at bfsrpmmailbox@honolulu.gov

Land Information

Land Classification	Square Footage	Acreage	Agricultural Use Indicator
AGRICULTURAL	1,415,700	32.5	Yes
AGRICULTURAL	1,219,680	28	
AGRICULTURAL	261,360	6	
AGRICULTURAL	5,733,106	131.614	
AGRICULTURAL	1,067,220	24.5	

[Department of Planning and Permitting \(DPP\)](#)

Agricultural Assessment Information

Acres in Production	Agricultural Type	Agricultural Value
32.5	5Y-3%	\$14,674
28		\$42,000
6		\$9,000
131.614		\$197,420
24.5		\$686,000

This parcel has land in agricultural usage and therefore agricultural usage assessments have been made.

Sales Information

Sale Date	Sale Amount	Instrument #	Instrument Type	Instrument Description	Valid Sale	Date of Recording	Land Court		
							Document Number	Cert #	Book/Page
02/12/2015		A55220648	FEE CONVEYANCE	Termination (all types)		02/13/2015			
08/30/2007			FEE CONVEYANCE	Route Slip					
02/18/2005			FEE CONVEYANCE	Route Slip		02/18/2005			
12/17/2003		2003-280338	FEE CONVEYANCE	Notice of Dedication		12/18/2003			
04/03/2003		2003-066497	FEE CONVEYANCE	Grant of easement		04/10/2003			
02/12/2003	\$163,652	2003-031657	FEE CONVEYANCE	Deed		02/21/2003			
07/19/2002			FEE CONVEYANCE	Route Slip		01/30/2003			
10/06/1999	\$21,300	9900165200	FEE CONVEYANCE			10/14/1999			
10/01/1999	\$21,300		FEE CONVEYANCE						
10/31/1996									

Recent Sales in Area

Sale date range:

From:

10/27/20

To:

10/27/20

Search Sales by Neighborhood

Distance:

1500

Units:

Feet



Search Sales by Distance

Current Tax Bill Information

Tax Period	Description	Original Due Date	Taxes Assessment	Tax Credits	Net Tax	Penalty	Interest	Other	Amount Due
2025-2	Property Tax	02/20/2026	\$2,704.93	\$0.00	\$2,704.93	\$0.00	\$0.00	\$0.00	\$2,704.93
	Tax Bill with Interest computed through 11/30/2025		\$2,704.93	\$0.00	\$2,704.93	\$0.00	\$0.00	\$0.00	\$2,704.93

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Other Payment Options [Click Here](#)

Please contact Treasury Division at bfstreasmailbox@honolulu.gov or (808) 768-3980 if you have questions on your balance.

Historical Tax Information

Year	Tax	Payments and Credits	Penalty	Interest	Other	Amount Due
⊕ 2025	\$5,409.87	(\$2,704.94)	\$0.00	\$0.00	\$0.00	\$2,704.93
⊕ 2024	\$5,408.16	(\$5,408.16)	\$0.00	\$0.00	\$0.00	\$0.00
⊕ 2023	\$5,403.60	(\$5,403.60)	\$0.00	\$0.00	\$0.00	\$0.00
⊕ 2022	\$5,397.90	(\$5,397.90)	\$0.00	\$0.00	\$0.00	\$0.00
⊕ 2021	\$5,401.89	(\$5,401.89)	\$0.00	\$0.00	\$0.00	\$0.00
⊕ 2020	\$5,401.89	(\$5,401.89)	\$0.00	\$0.00	\$0.00	\$0.00
⊕ 2019	\$5,403.60	(\$5,403.60)	\$0.00	\$0.00	\$0.00	\$0.00
⊕ 2018	\$5,409.30	(\$5,409.30)	\$0.00	\$0.00	\$0.00	\$0.00
⊕ 2017	\$5,418.42	(\$5,418.42)	\$0.00	\$0.00	\$0.00	\$0.00
⊕ 2016	\$5,414.43	(\$5,414.43)	\$0.00	\$0.00	\$0.00	\$0.00

[How to calculate real property taxes](#)

The Historical Tax Information section displays records for the last 10 years. For real property tax information inquiries over 10 years, please contact the Treasury division at bfstreasmailbox@honolulu.gov or (808) 768-3980.

Map



No data available for the following modules: Condominium/Apartment Unit Information, Appeal Information, Residential Improvement Information, Residential Additions, Commercial Improvement Information, Sketches, Other Building and Yard Improvements, Permit Information.

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STATE OF HAWAII
**AGRIBUSINESS DEVELOPMENT
CORPORATION**

E-2

STAFF SUBMITTAL TO THE BOARD OF DIRECTORS
November 20, 2025

Subject: Request for approval to authorize the executive director to do all things necessary to facilitate the due diligence and evaluation of certain commercial property at Whitmore Village, District of Wahiawā, City and County of Honolulu, State of Hawai‘i, Tax Map Key Nos. (1) 7-1-006:001.

Applicant: Agribusiness Development Corporation Staff

Authority: Section 163D-4(a)(6), Hawaii Revised Statutes (HRS)

Area: 0.92 gross acres, more or less

Field No(s): Parcel 1

Tax Map Key: (1) 7-1-006:001 (Property)

Land Status: Held in fee by Whitmore Super Market LTD.

Trust Land Status: Section ____ lands of the Hawaii Admission Act¹
Yes ☐ No ☒
DHHL 30% entitlement lands pursuant to the Hawaii State Constitution?
Yes ☐ No ☒

Zoning: SLUD: Urban
CZO: B-2

¹ Final trust land status determination to be made pending completion of due diligence process.

BACKGROUND:

Act 250, 2025 Haw. Sess. Laws appropriated \$500,000 to the Agribusiness Development Corporation (ADC) for the evaluation and due diligence of certain commercial property located at Whitmore Village, District of Wahiawā, City and County of Honolulu, State of Hawai‘i, and further identified as Parcel 1 (see Exhibit “A”) (Property). The property is currently owned by Whitmore Super Market LTD. The Property is located on Whitmore Avenue and presently hosts a restaurant, fuel station, food market, and junk-yard.

REQUEST:

That the ADC Board of Directors (Board) authorize the executive director, and her designees, to conduct due diligence, and all other manner of activities necessary to evaluate the Property and potential purchase of the fee-simple interest of the Property, and facilities, subject to the conditions and limitations included in the Recommendation(s) (Request).

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT COMPLIANCE:

Under section 343-5(a), HRS, an environmental assessment shall be required for actions, that propose, among other things, the “(1) use of state land or county lands, or the use of state or county funds[.]” This action involves the use of state funds and is subject to the requirements of the chapter. ADC maintains an exemption for the acquisition of real property, however, an environmental assessment may still be conducted.

REMARKS & DISCUSSION:

The appropriation was limited to the evaluation and due diligence of the Property. Should ADC determine that the Property is appropriate for our portfolio and liability profile, future appropriations may be forthcoming. The acquisition will be subject to a fair market appraisal as part of the due diligence process, and a Phase I Environmental Site Assessment will be conducted and almost certainly a Phase II Environmental Site Assessment. Funding will lapse on June 30, 2028, unless sooner encumbered. City and County of Honolulu Real Property Assessment Division assesses the land value of the entire parcel at \$1,734,400.00.

RECOMMENDATION(S):

Based on the foregoing, it is recommended that the Board:

1. Approve the Request, subject to the following conditions:
 - a. Following the negotiation of a mutually acceptable purchase and sale agreement, staff shall seek Board delegation of authority to execute the document; and
 - b. At the conclusion of the due diligence period, staff shall report their findings to the Board and may seek approval to finalize the acquisition.

Respectfully Submitted,

/s/ *Lyle Roe*

Asset Manager

Request for approval to authorize the executive director to do all things necessary to facilitate the due diligence and evaluation of certain commercial property at Whitmore Village, District of Wahiawā, City and County of Honolulu, State of Hawai‘i, Tax Map Key Nos. (1) 7-1-006:001.

November 20, 2025

Approved for Submittal:



Wendy Gady
Executive Director

Attachments

Exhibit A Map and Parcel Information

Request for approval to authorize the executive director to do all things necessary to facilitate the due diligence and evaluation of certain commercial property at Whitmore Village, District of Wahiawā, City and County of Honolulu, State of Hawai‘i, Tax Map Key Nos. (1) 7-1-006:001.
November 20, 2025

EXHIBIT A



Figure 1 Tax Map Key No. (1) 7-1-006:001

Parcel Information

Parcel Number	710060010000
Location Address	1210 AHEAHE AVE
Project Name	
Legal Information	LOTS 342, 343 & 344-A-1 MAP 20 LCAPP 1562
Property Class	COMMERCIAL
Land Area (approximate sq ft)	40,166
Land Area (acres)	0.9221

[Plat Map PDF](#) [GIS Parcel Map](#)

(TIP: Holding down CTRL + Clicking "GIS Parcel Map" will open Map in new tab)

Email us at bfsrmailbox@honolulu.gov regarding Supplemental Plat Map PDFs.

Owner Information

Owner Names
WHITMORE SUPER MARKET LTD Fee Owner

Any ownership changes after assessment date of October 1 will be reflected on website after assessment roll certification on or after January 31

[⊞ Show Historical Tax Years](#)

Tax Year	Property Class	Assessed Land Value	Dedicated Use Value	Land Exemption	Net Taxable Land Value	Assessed Building Value	Building Exemption	Net Taxable Building Value	Total Property Assessed Value	Total Property Exemption	Total Net Taxable Value
2025	COMMERCIAL	\$1,734,400	\$0	\$0	\$1,734,400	\$490,900	\$0	\$490,900	\$2,225,300	\$0	\$2,225,300

[How to calculate real property taxes](#)

The Assessment Information section contains records for the last 10 years.

For inquiries over 10 years and any other assessment data questions, please email the Real Property Assessment Division at bfsrmailbox@honolulu.gov

Land Information

Land Classification	Square Footage	Acreage	Agricultural Use Indicator
COMMERCIAL	33,675	0.7731	
COMMERCIAL	6,491	0.149	

[Department of Planning and Permitting \(DPP\)](#)

Residential Improvement Information

Building Number	1	Living Area	464
Occupancy	SINGLE-FAMILY	Bedrooms	0
Framing	DOUBLE WALL	Full Bath	1
Year Built	1988	Half Bath	0
Eff Year Built			

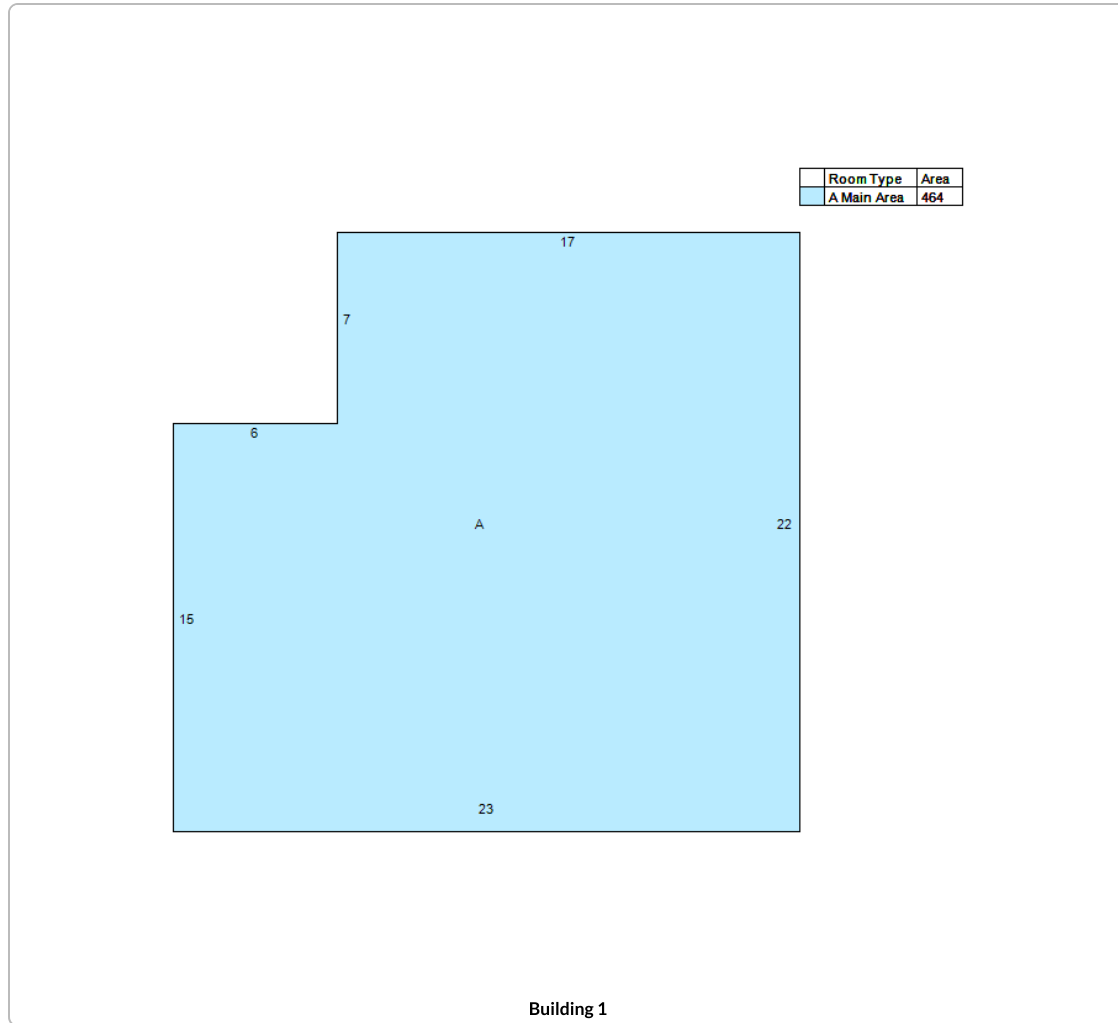
Residential Additions

Card	Line	Lower	First	Second	Third	Area
1	0					464

Commercial Improvement Information

Property Class					Units	0	
Building Card		2	Structure Type			COMMERCIAL C-2 (MAS)	
Building Number		0002	Year Built			1952	
Improvement Name			Effective Year Built			1968	
Identical Units		1	Gross Building Description				
Card	Section	Floor #	Area	Perimeter	Usage	Wall Height	Exterior Wall
2	1	01	11,240	474	Retail Store	16	DEFAULT WALLS

Sketches



Click on sketch to enlarge

Other Building and Yard Improvements

Description	Quantity	Year Built	Area
SERVICE STATION CANOPY	1	1996	660
GAS ATTENDENT BOOTH	1	1996	55

Permit Information

Date	Permit Number	Reason	Permit Amount
12/19/2018	826447	OTHER WORK	\$18,000
4/8/2010	654874	ELECTRICAL	\$300
3/25/2009	640150	OTHER WORK	\$5,000
11/2/2007	619458	ELECTRICAL	\$143
9/27/2007	617914	ELECTRICAL	\$5,000
7/11/2006	599044	DEMOLITION	\$1,000
2/8/1996	382513		\$87,000
10/18/1989	276610		\$24,000
5/26/1989	269985		\$5,000
10/13/1988	260773		\$4,000
11/20/1987	247500		\$30,000

[Department of Planning and Permitting \(DPP\)](#)

Recent Sales in Area

Sale date range:

From:

11/12/20

To:

11/12/20

Search Sales by Neighborhood

Distance:

1500

Units:

Feet



Search Sales by Distance

Current Tax Bill Information

Tax Period	Description	Original Due Date	Taxes Assessment	Tax Credits	Net Tax	Penalty	Interest	Other	Amount Due
2025-2	Property Tax	02/20/2026	\$13,796.86	\$0.00	\$13,796.86	\$0.00	\$0.00	\$0.00	\$13,796.86
Tax Bill with Interest computed through 11/30/2025			\$13,796.86	\$0.00	\$13,796.86	\$0.00	\$0.00	\$0.00	\$13,796.86

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Please contact Treasury Division at bfstreasmalibox@honolulu.gov or (808) 768-3980 if you have questions on your balance.

Historical Tax Information

Year	Tax	Payments and Credits	Penalty	Interest	Other	Amount Due
2025	\$27,593.72	(\$13,796.86)	\$0.00	\$0.00	\$0.00	\$13,796.86
2024	\$26,622.80	(\$26,622.80)	\$0.00	\$0.00	\$0.00	\$0.00
2023	\$25,816.80	(\$25,816.80)	\$0.00	\$0.00	\$0.00	\$0.00
2022	\$23,258.68	(\$23,258.68)	\$0.00	\$0.00	\$0.00	\$0.00
2021	\$22,465.08	(\$22,465.08)	\$0.00	\$0.00	\$0.00	\$0.00
2020	\$22,138.96	(\$22,138.96)	\$0.00	\$0.00	\$0.00	\$0.00
2019	\$21,500.36	(\$21,500.36)	\$0.00	\$0.00	\$0.00	\$0.00
2018	\$17,986.20	(\$17,986.20)	\$0.00	\$0.00	\$0.00	\$0.00
2017	\$18,524.36	(\$18,524.36)	\$0.00	\$0.00	\$0.00	\$0.00
2016	\$21,112.24	(\$21,112.24)	\$0.00	\$0.00	\$0.00	\$0.00

[How to calculate real property taxes](#)

The Historical Tax Information section displays records for the last 10 years. For real property tax information inquiries over 10 years, please contact the Treasury division at bfstreasmalibox@honolulu.gov or (808)768-3980.

Map



No data available for the following modules: Condominium/Apartment Unit Information, Dedications, Appeal Information, Agricultural Assessment Information, Sales Information.

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STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION

E-3

STAFF SUBMITTAL TO THE BOARD OF DIRECTORS
November 20, 2025

Subject: Request for approval to issue a new license agreement to KUN HU FARM LLC for 136 gross acres, more or less, of PU-02 for diversified agricultural use in Wahiawa, Oahu, State of Hawaii, Tax Map Key No. (1) 6-5-005:por of 009.

Applicant: KUN HU FARM LLC (Applicant), A Hawaii Limited Liability Company

Authority: 163D-4(a)(5), Hawaii Revised Statutes.

Area: 136 gross tillable acres, more or less.

Field No(s): PU-02 (Premises) (Exhibit "A").

Tax Map Keys: (1) 6-5-005:por of 009. (Property).

Land Status: Acquired in fee by the Agribusiness Development Corporation in 2020.

Trust Land Status: Section 5(b) lands of the Hawaii Admission Act
Yes ☐ No ☒
DHHL 30% entitlement lands pursuant to the Hawaii State Constitution?
Yes ☒ No ☐

Zoning: SLUD: Agricultural CZO: Agriculture

Character of Use: Diversified Agriculture

Land Doc. Type: License

Term: 35 years

Rental Rate: \$1800 per tillable acre per year: 136 ac x \$1800= \$24,4800.00
\$1.00 per non-tillable acre per year:N/A

BACKGROUND:

The Agribusiness Development Corporation (ADC) published a request for land applications in early 2024 and applicants submitted their applications. Kun Hu Farm LLC's application was scored sufficiently high and the ADC Board of Directors (Board) voted to accept them as an awardee at their meeting on November 1, 2024.

OPERATIONAL PLAN: See Exhibit "B"

CONSERVATION PLAN/NPDES/BMP CONSIDERATIONS:

The applicant will be required to develop a conservation plan and seek approval from the appropriate conservation district.

CHAPTER 343:

Request for approval to issue a new license agreement to Kunhu Farm LLC for 136 gross acres, more or less, of PU-02 for agricultural use in Wahiawa, Oahu, State of Hawaii, Tax Map Key No. (1) 6-5-005:por of 009.
November 20, 2025

Under section 343-5(a), Hawaii Revised Statutes, an environmental assessment shall be required for actions, that propose, among other things, the “(1) use of state land or county lands, or the use of state or county funds[.]” In this case, the project is exempt, subject to the Comprehensive Exemption Type 1, Part 1, Item 5: “*Operation, repair and maintenance of existing crop production (fruits, vegetables, flowers, foliage, crops for bioenergy and forage) facilities, including but not limited to equipment storage/maintenance*”.

DISCUSSION:

The Premises the Applicant will utilize consists of 136 gross tillable acres. The Applicant has been farming for almost 40 years, 10 of which have been in Waianae. Staff notes that a slightly substantial financial investment by the Applicant will be necessary to clear and prepare the premises for planting since the premises has been vacant for a while and the land is overgrown. As such, we recommend an adjusted rent rate of \$900/acre/year for the first 6 months of the lease, then at a rate of \$1800/acre/year, with a rental reopening to occur on years 10 and 20 of the license. Rent be determined by an independent appraisal establishing fair market rent, subject to review and approval by the Executive Director. The fair market rental shall be determined by an appraiser whose services shall have been contracted for by the Licensor; provided that should the Licensee fail to agree to such fair market rental, Licensee may appoint its own appraiser who, together with the Licensor's appraiser, shall promptly appoint a third appraiser and the fair market rental shall be determined by arbitration as provided by Section 658-1, Hawaii Revised Statutes. The Licensee shall pay for the services of its own appraiser and the cost for the services of the third appraiser shall be borne equally by the Licensor and Licensee.

At full rate, the license is currently valued at \$24,4800.00 per year to ADC rental income.

Staff is asking that the security deposit requirement for the license shall be an amount equal to six months of full rate license fees as a security deposit for the faithful performance of all of these terms and conditions. The deposit will be returned to LICENSEE upon termination of the License, but only after all of the terms and conditions of this License agreement have been observed and performed.

Water is currently being provided by Dole Plantation until the irrigation system is transferred to ADC and CAM and water usage rates are established. Until such time, a Water Infrastructure User Agreement will serve as an addendum to the License. See attached “Exhibit C”. The attached addendum is based on a Water Facility Agreement contracted between Dole and ADC for an initial user rate of \$0.60 per thousand gallons of ditch water; and \$0.80 per thousand gallons of pumped water, to be billed monthly. The price is subject to adjustment every January 1st.

Licensee shall be required to provide Licensor with a Good Agricultural Practice certificate within two years from execution date.

The draft License Agreement is attached as “Exhibit D”

RECOMMENDATION:

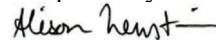
Based on the foregoing, staff recommends that the Board:

1. Approve the Request, subject to the following conditions:
 - a. The license term shall be for 35 years;
 - b. The license rents shall be \$900/acre/year for the first 6 months; \$1800/acre/year for the remainder of the first 10 years with a rental reopening to occur on years 10, 20 and 30 of the license. Rent to be determined by an independent appraisal establishing fair market rent, under the terms and conditions cited above;

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- c. The security deposit requirement for the license shall be an amount equal to six months of full rate license fees as a security deposit for the faithful performance of all of these terms and conditions. The deposit will be returned to LICENSEE upon termination of the License, but only after all of the terms and conditions of this License agreement have been observed and performed;
 - d. Licensees will be required to develop a conservation plan and seek approval from the appropriate conservation district;
 - e. The Premises may contain abandoned vehicles on site, as well as debris and rubbish and/or overgrown with grass and tall trees. Applicant accepts land "as-is" and acknowledges that ADC will not contribute or be responsible for any cleaning or clearing of the Premises;
 - f. Water will be provided by Dole Plantation until ADC acquires the irrigation system and establishes the CAM and water usage rates. Until such time, the license shall include the above referenced Water Infrastructure User Agreement labelled "Exhibit C"; and
 - g. Licensee shall be required to provide Licensors with a Good Agricultural Practice certificate within two years from execution date.
2. Declare that, pursuant to ADC's Comprehensive Exemption List dated October 23, 2025, the proposed disposition is a de minimis action that will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment, pursuant to Chapter 343, Hawaii Revised Statutes.

Respectfully Submitted,



ALISON NEUSTEIN

Acting Oahu Property Manager

Approved for Submittal:



Wendy Gady
Executive Director

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EXHIBIT A



Land Utilization Plan

Fields PU-04 & PU-05, Oahu, HI

Teng Da Inc

September 24, 2025

EXHIBIT B

1. Goal and Mission

ADC mission is our direction. Our goal is to create a modern farm in Oahu, Hawaii:

- 1) Actively participate in ADC's initiative to revitalize agricultural production in central Oahu. This was once an area dominated by pineapples and sugar.
- 2) Prove that self-sufficiency, economic sustainability, and environmental friendliness can develop harmoniously.
- 3) Prove that agriculture in Central Oahu can be attractive by generating income and improving farmers' lives and jobs.
- 4) Give full play to agricultural synergy and scale efficiency, use advanced agricultural technology and management, and reduce comprehensive agricultural costs.
- 5) Help Hawaii reduce its dependence on imported food by providing a diverse range of agricultural products.
- 6) Comply with the requirements of the Food Safety Modernization Act (FSMA).

2. Product and Development Plan

Based on recent marketing practices and the initial analysis of the 75 acres leasehold land PU-04 and PU-5, which is much less than 200 acres we initially applied for, we must get focus and adjust our initial plan to only growing: Basil, Taro, Hawaii Purple Sweet Potato, and Dragon Fruit.

We will continue to grow basil on the currently leased land until the ADC land has completed its initial development scale.

Once we sign the lease of PU-04 and PU-5, we will work on the aspects below:

- 1) To generate cash flow as quickly as possible, we will plant Basil, Taro, and Dragon Fruit on the 35 acres of PU-05 land. We plan to plant Dragon Fruit on the west end of the land to provide ideal isolation from nearby residents.
- 2) We plan to plant Hawaii Purple Sweet Potato on the 40-acre plot PU-04. However, access to the area is difficult. We need the assistance of ADC and the cooperation of Dole Plantations to demarcate the boundaries and clear the land before commencing any agricultural activity.
- 3) Once our land application is approved by the ADC and sign the long-term land lease, we are soon to start preparing a soil and water conservation plan. We will consult West Oahu Soil and Water Conservation District (SWCD) for developing a detailed implementation plan, including the development of irrigation water infrastructure, soil and water protection infrastructure, and windbreak walls as needed.

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EXHIBIT B continued

Land Utilization Plan

3. Lot Location

Actual total acres: 75

PU-04 – 40 acres

PU-05 – 35 acres



4. Organization

TENG DA INC was established for 11 years in Waianae of Hawaii in April 2014, with Tax Licenses Account: GE-128-284-6720-01.

The organization structure is to be complete along with the farm expanding with the new leasing lands from ADC.

The org structure is below:

- 1) President: Mr. YIDA ZENG
- 2) Food Safety Manager: Ms. YALAN ZENG
- 3) Production Crew: new worker heads, one for Basil, one for Taro, one for Hawaii Purple Sweet Potato, and necessary farm workers.
- 4) General Management: new hire.
- 5) Warehouse and Packing: new hire.
- 6) Marketing Management: Mr. YIDA ZENG
- 7) Finance and Accounting Management: Ms. YALAN ZENG

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EXHIBIT B continued

Land Utilization Plan

5. Land Utilization & Cash Flow

Category	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Acres:					
Basil	5	10	25	25	25
Taro	2	4	8	8	8
Dragon Fruit	2	2	2	2	2
Purple Sweet Potato	10	40	40	40	40
Total Acres:	19	56	75	75	75
Labor Counts:					
Basil	2	4	10	10	10
Taro	1	2	4	4	4
Dragon Fruit	1	1	1	1	1
Purple Sweet Potato	2	8	8	8	8
Total Labor Counts:	6	15	23	23	23
Income:					
Basil	360,000	720,000	1,800,000	1,800,000	1,800,000
Taro	180,000	360,000	720,000	720,000	720,000
Dragon Fruit	120,000	120,000	120,000	120,000	120,000
Purple Sweet Potato	594,000	2,376,000	2,376,000	2,376,000	2,376,000
Loans					
Cash					
Total Income (USD):	1,254,000	3,576,000	5,016,000	5,016,000	5,016,000
Expenses:					
Labor	504,000	1,260,000	1,932,000	1,932,000	1,932,000
Contractor (labor, machinery)	126,000	371,368	497,368	497,368	497,368
Farm supplies (fertilizer, pesticides, etc.)	114,000	336,000	450,000	450,000	450,000
Irrigation supplies	38,000	112,000	150,000	150,000	150,000
Car and truck expenses	228,000	672,000	900,000	900,000	900,000
Gasoline; fuel expenses	24,000	70,737	94,737	94,737	94,737
Lease rent (land)	27,000	27,000	27,000	27,000	27,000
Repairs and maintenance	4,800	14,147	18,947	18,947	18,947
Insurance	4,560	13,440	18,000	18,000	18,000
Marketing	10,000	10,000	10,000	10,000	10,000
Storage and warehousing	36,000	36,000	36,000	36,000	36,000
Land Clearing/Preparation	50,000	10,000	10,000	10,000	10,000
Soil Conservation Plan	20,000	20,000	5,000	5,000	5,000
Total Expenses (USD):	1,186,360	2,952,693	4,149,053	4,149,053	4,149,053
Net Cash Flow (USD):	67,640	623,307	866,947	866,947	866,947

6. Land Preparation

For field PU-04, the overgrown weeds and trees reaching heights of over one person completely obscure the roads and boundaries, making them impassable unless cleared.

Approximately half of the land near the eastern end of field PU-05 is covered in weeds and shrubs.

All of this requires large-scale and heavy-duty machinery and equipment to complete boundary demarcation, road construction, and clearing. Labor and heavy-duty

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EXHIBIT B continued

Land Utilization Plan

equipment rental costs are difficult to reasonably estimate. A more realistic estimate can only be obtained after a comprehensive site survey and consultation on project pricing.

However, we hope that all this work can be completed before the plantation activities with the guidance, assistance, and support of the ADC. Therefore, we hope to receive their strong support from ADC.

Addendum to License Agreement LI-PU-25-02 **EXHIBIT C**

Water Infrastructure User Agreement

This Addendum to License Agreement LI-PU-25-02 is entered into between the State of Hawai‘i, Agribusiness Development Corporation (“ADC”), whose address is 235 S. Beretania Street, Suite 205, Honolulu, Hawai‘i 96813, and Kun Hu Farm LLC (“USER”) whose address is 88-466 Kuwale Road, Waianae HI 96792, each a “Party” and collectively “Parties”.

Whereas the USER desires to use water delivered through irrigation infrastructure owned by Dole Food Company, Inc. (“Dole”). USER hereby enters into this Water Infrastructure User Agreement (“Agreement”) and agrees to comply with the terms of this Agreement as an addendum to License Agreement LI-PU-25-02 (“License”), and pursuant to Chapter 174C, *Hawaii Revised Statutes*, and other applicable state and federal laws, rules, regulations, and City and County of Honolulu ordinances, now or hereafter in effect.

To that end, the Parties agree to the following terms:

1. Term: This Agreement shall be effective and coterminous with the License, when USER quits the property covered by the License, or upon the earlier termination of this Agreement or the License at ADC’s discretion, whichever shall first occur.
2. Availability: Dole agrees to allow the USER to draw water excess to Dole’s requirements but does not intend to become obligated to provide water to the USER in a minimum or unlimited quantity and does not intend to dedicate its facilities to public use or become a public utility. USER expressly acknowledges that ADC does not guarantee the availability of water.
3. Character of Use: Water delivered by Dole shall be used only for agriculture-related purposes, in accordance with the terms of USER’S License and conservation plan.
4. Potability: USER acknowledges that water obtained from Dole is not potable. USER is solely responsible for their use of water.
5. Fees and Schedule: USER agrees to pay Dole’s rate per gallon of water as metered, based on current rates in the Water Facility Agreement between ADC and Dole effective May 1, 2024, plus applicable taxes. USER also agrees to pay the cost of acquisition and installation of water meters of an appropriate type, size and capability as a condition of water delivery. ADC shall invoice USER on or around the 15th of every month for the previous month of service for the volume of water delivered and all other incidental costs

such as the cost of the water meter, and a monthly ADC service fee of \$0.00 for clerical and other costs, commencing from the effective date of this Agreement. Payment shall be due on the 15th of the month after the date of invoice. ADC reserves the right to assess a monthly late fee of 5% on USER's past-due balance for each month of delinquency. ADC reserves the right to adjust future water rates, commencing on January 1st of each year thereafter, payment terms, policies, and time and place of payment, from time to time, as determined by ADC's Board of Directors, and subject to the costs associated with operating and maintaining the well and delivery systems. USER expressly acknowledges that ADC is only providing infrastructure for the delivery of water and is not selling water.

6. Operation: The meter and main valve shall be part of the property, and under the sole control of ADC. USER is expressly prohibited from manipulating or adjusting valves, meters, or flow under ADC's control. Violations of this term shall constitute grounds for both the immediate termination of this Agreement and termination of water. USER agrees to promptly report any meter or system issues to ADC, or their contracted system operator. USER is prohibited from tampering with, adjusting, desecrating, or intruding upon any portion of the water system, prior to and including, the meter, or any other point of the water system that exists upstream of the meter.
7. Infrastructure: All water delivery infrastructure from the water source, up to and including the main meter, is the property of Dole. ADC shall install, at the USER'S expense, a meter to monitor USER's water use. ADC, or their contracted system operator, shall be solely responsible for monitoring and maintaining the meter, and reserves the right to repair or replace the meter, as necessary, and bill associated costs to the USER. USER shall be responsible for the installation, management, maintenance, and repair of all infrastructure from the meter to the various distribution points in their fields.
8. Improvements: USER agrees to provide ADC with drawings and schematics of all irrigation lines in relation to the premises, including meters, valves, junctions, backflow preventers, connections, boosters, etc., and to update those drawings and schematics as USER's system is modified or improved.
9. Water Storage: USER shall maintain and repair, at USER's sole cost, any reservoir or other water storage facilities (collectively "Water Storage") on the licensed premises to a condition acceptable to ADC. ADC shall have no obligation whatsoever to construct, maintain, or repair the Water Storage. Any improvements made to the Water Storage must be approved by ADC in accordance with the License. Any damage to ADC's Water Storage or to any third party as a result of misuse or negligence by User shall be User's responsibility.
10. Contamination: USER shall maintain either a minimum three-foot airgap between the termination of any Water Storage feed line and the surface of the water at all times, OR a back-flow preventer, so positioned between the meter and the Water Storage, to prevent back-flow contamination of Dole's irrigation main line.

11. Hold Harmless: USER agrees to hold ADC harmless from any damages, including loss of crops due to availability, quantity, potability, or suitability of the water ADC provides. This paragraph shall survive the termination of this Agreement.
12. Indemnity: USER shall indemnify, defend, and hold harmless the State of Hawai‘i, ADC, and their officers, employees, and agents from and against any claim or demand for loss, liability, damage, cost, expense, and attorneys’ fees, including claims for property damage, personal injury, or wrongful death, arising out of any act or omission of USER, and from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants, and conditions herein or the laws, ordinances, rules, and regulations of the federal, state, or county governments now or hereafter in effect. This paragraph shall survive the termination of this Agreement.
13. Force Majeure: ADC shall not be liable for any failure of or delay in the performance of this Agreement for the period, provided that such failure or delay is beyond the reasonable control of the parties, materially affects the performance of any of its obligations under this Agreement, and could not have been reasonably foreseen or provided against.
14. Governance: USER agrees to comply with and be bound by any bylaws, rules, and policies of ADC, and the laws, ordinances, rules, and regulations of the federal, state, or county governments, now or hereafter in effect. It is expressly agreed that this Agreement shall be governed by the laws of the State of Hawai‘i, and that any lawsuit or disagreement shall be brought in a court of the State of Hawai‘i.
15. Severability: Should any provision of this Agreement be declared void or unenforceable, all remaining provisions shall remain in full force and effect.
16. Default: In the event the USER shall default on any provision of this Agreement that is not delinquency-related, by refusing or failing, without just cause, to utilize the water delivery system in a manner as set forth in this Agreement, ADC may issue a Letter of Default with an itemized list of corrective actions. USER shall have thirty-days from the date of the letter to satisfactorily address the list of corrective actions, after which ADC reserves the right to sever USER’s water connection until all corrective actions have been satisfactorily made. ADC may restore the water connection upon written request from USER. For defaults involving non-payment or partial-payment, ADC reserves the right to shut off water immediately at such time that delinquency occurs, as determined by the invoice due date. Reconnection shall occur only after full payment has been made, and upon written request from the USER.
17. This Agreement sets forth all of the contracts, agreements, conditions, understandings, promises, warranties and representations between the ADC and this USER regarding the use of Dole’s irrigation infrastructure for delivery of water from Dole to this USER. This Agreement supersedes all prior contracts, agreements, conditions, understandings, promises, warranties, and representations oral or written, express or implied, between ADC and this USER other than as set forth or as referred to herein.

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[Signature page follows.]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this ____ day of _____, 2025.

LICENSOR:

State of Hawai'i

Agribusiness Development Corporation

By:

Wendy L. Gady

Its: Executive Director

Date:

APPROVED AS TO FORM:

Deputy Attorney General

LICENSEE:

KUN HU FARM LLC

a Hawai'i Limited Liability Company

By:

Kunhu Xiong

Its: Managing Member

Date:

EXHIBIT D

LICENSE AGREEMENT NO. LI-PU-25-02

between

STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION
as LICENSOR

and

KUN HU FARM LLC
an Hawai'i Limited Liability Company
as LICENSEE

STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION

LICENSE AGREEMENT NO. LI-PU-25-02

THIS LICENSE made and issued this _____ day of _____, 20__, by and between the State of Hawaii by its AGRIBUSINESS DEVELOPMENT CORPORATION, the place of business and mailing address of which is 235 S. Beretania Street, Room 205, Honolulu, Hawaii 96813, hereinafter called "LICENSOR," and KUN HU FARM LLC, an Hawai'i Limited Liability Company, of which the business and post office address in the State of Hawaii for purposes of this License Agreement is 86-466 Kuwale Road, Waianae, Hawai'i 96792, hereinafter called "LICENSEE."

W I T N E S S E T H:

WHEREAS, LICENSOR owns and is obligated to manage and operate that certain parcel of land situated at Wahiawa, Oahu, identified by Tax Map Key number (1) 6-5-005:por of 009, containing a gross area of approximately 136 tillable acres, more or less, hereinafter referred to as the "Property"; and LICENSOR is authorized to grant licenses for the use of this land for agricultural and related purposes; and

WHEREAS, LICENSEE has requested a license to use a portion of said Property at Wahiawa, Oahu for cultivation and production purposes; and

NOW, THEREFORE, in consideration of the terms and conditions herein contained to be observed and performed by LICENSEE, LICENSOR, pursuant to and as set forth in this License, hereby grants to LICENSEE an exclusive license to use that portion of land, Tax Map Key (1) 6-5-005:por of 009, outlined on the map attached hereto and incorporated herein as Exhibit "A", containing a land area of 136.00 tillable acres, more or less, hereinafter referred to as the "Premises." The "Premises" shall not include any areas containing or consisting of any common infrastructure improvements serving the Premises that are under the control, operation, or management of any entity, including LICENSOR.

The license of the Premises hereby granted by LICENSOR to LICENSEE shall be together with the right to use, in common with other licensees or revocable permittees of other lands included with the Property, the roadways providing ingress into and egress from the Premises and the right to use utility easements serving

the Premises (excluding such easements for common infrastructure improvements that are under the exclusive control, operation, and management of the LICENSOR).

THE TERMS AND CONDITIONS upon which LICENSOR grants the aforesaid license, right, and privilege are as follows:

1. Term. The term of this License is for thirty-five (35) years, or until such time as LICENSEE ceases to operate the agribusiness or other permitted use, unless this License is sooner terminated as hereinafter provided.
2. License Fee. The base license fee for the tillable acres of this License shall be as outlined in the following table, payable in monthly installments, on or before the first of each month.

WHEN	RENT
Upon execution for the 1 st	Tillable acres: \$900/acre/year
six months of 1st year	Non-Tillable acres: \$1.00/acre/year
Year .5 - 10	Tillable acres: \$1800/acre/year
	Non-Tillable acres: \$1.00/acre/year
Year 11 - 20	The fair market rental shall be determined by an appraiser
Year 21-35	The fair market rental shall be determined by an appraiser

LICENSOR and LICENSEE agree that the Premises consist of 136.00 tillable acres and -0- non-tillable acres. For purposes of this License, "tillable acres" shall include all portions of the Premises measured in acres that are suited for cultivation in accordance with normal agronomic practices, and "non-tillable acres" shall include all portions of the Premises measured in acres that are not suited for cultivation in accordance with normal agronomic practices.

3. (Reserved).
4. Increase of Base Annual License Fee. No less than six months before the end of the tenth, twentieth and thirtieth years of the License, the LICENSOR shall procure an independent appraisal on which to base an increase of the Base Annual License Fee. The amended Base Annual License Fee shall be effective on the first day of the eleventh year and then again on the first day of the twenty-first year of the License and memorialized and executed by an Amendment to this License.

5. Determination of Rent Upon Reopening. Rent to be determined by an independent appraisal establishing fair market rent, subject to review and approval by the Executive Director. The fair market rental shall be determined by an appraiser whose services shall have been contracted for by the Licensor; provided that should the LICENSEE fail to agree to such fair market rental, Licensee may appoint its own appraiser who, together with the LICENSOR's appraiser, shall promptly appoint a third appraiser and the fair market rental shall be determined by arbitration as provided by Section 658-1, Hawaii Revised Statutes. The LICENSEE shall pay for the services of its own appraiser and the cost for the services of the third appraiser shall be borne equally by the Licensor and Licensee.
6. Interest on Delinquent License Fees. The interest rate on the principal amount of any and all unpaid or delinquent license fee payments shall be one percent (1%) per month, plus a service charge of FIFTY AND NO/100 DOLLARS (\$50.00) per month for each delinquent payment.
7. [Reserved.]
8. Taxes, Assessments, and Utilities. LICENSEE shall pay, if and when due, LICENSEE's proportionate share of all taxes and similar rates, assessments, charges, and outgoings, if any, of every nature and kind whatsoever, which shall during the term of this License be lawfully charged, assessed, imposed, or become due and payable upon or in respect of the Premises and the improvements now on or hereafter erected by LICENSEE thereon.
9. Character of Use. LICENSEE shall not do or commit, or permit or suffer to be done, any willful or voluntary waste or destruction in and upon the Premises, any nuisance in and upon the Premises, or any unlawful or improper use of the Premises.
 - (a) LICENSEE shall use the Premises solely for diversified agriculture purposes, as set forth in LICENSEE's land utilization plan attached hereto as Exhibit "B". LICENSEE's use of the Premises shall be subject to any recorded covenants, conditions, and restrictions of any and all recorded encumbrances on the Premises existing as of the date of this License.
 - (b) No livestock production operations shall be conducted on the Premises without the prior approval of the State Department of Health.

- (c) All livestock production operations shall be operated and maintained so as not to create any public health problems as determined by the State Department of Health.
- (d) No cesspools shall be constructed on the Premises. However, upon approval from the State Department of Health, LICENSEE may use alternative wastewater treatment and disposal systems which do not pose a threat to the groundwater.
- (e) No solid or liquid animal waste shall be disposed of at the Premises. Disposal of all solid and liquid animal waste must be by a means acceptable to the State Department of Health.
- (f) LICENSEE shall take appropriate steps to reduce the risk of any excessive soil erosion by reason of LICENSEE's use of the Premises by LICENSEE and to address any material increase in weeds or litter on the Premises.

10. Utilization and Development of the Land. LICENSEE shall utilize and develop the Premises in accordance with LICENSEE's plan for utilization and development which has been approved by LICENSOR before execution of this License and which is incorporated in LICENSEE's land utilization plan attached as Exhibit "B" hereto. Any material modification or deviation from LICENSEE's utilization and development plan without the prior written approval of LICENSOR may constitute a breach of this License and a cause for the termination thereof.
11. Sublicensing. LICENSEE shall not sublicense or rent the whole or any portion of the Premises without the prior consent of LICENSOR, which consent may be withheld in LICENSOR's sole discretion. Any sublicensing request shall be submitted in writing to LICENSOR, together with a copy of the sub-licensee's land utilization plan and rental payment schedule for LICENSOR's consideration. Profit on any sublicense charges is neither allowed, nor shall be sought by LICENSEE.
12. Good Husbandry and Conservation Practices. Insofar as LICENSEE's use of the Premises (as set forth in LICENSEE's land utilization plan) includes the breeding, feeding, and keeping of livestock or other animals, LICENSEE shall at all times practice good husbandry with regard to the use of the Premises

for the use permitted. LICENSEE shall carry out a program of conservation based upon a conservation plan developed by LICENSEE in cooperation with the appropriate Soil and Water Conservation District. The conservation program shall be in accordance with a conservation plan which shall be submitted to LICENSOR for acceptance within one (1) year following the date of this License. The conservation plan shall include, but not be limited to, those practices such as land clearing, cropping system, irrigation system, drainage, noxious weed control, and other measures needed to protect the land against deterioration and to prevent environmental degradation; provided, however, that this requirement may be waived for licenses, premises, or uses with little or no apparent conservation problems when verified by the appropriate Soil and Water Conservation District. In the event the activities of LICENSEE in this regard shall be found to be contradictory to the aforesaid conservation plan or unsatisfactory to LICENSOR, LICENSOR shall notify LICENSEE and LICENSEE shall be required, within sixty (60) days of the notice, to cure or correct the contradictory or unsatisfactory condition and submit proof of such cure or correction that is satisfactory to LICENSOR.

13. Sanitation. LICENSEE shall keep the Premises and improvements in a strictly clean, sanitary, and orderly condition and shall use reasonable and prudent measures to cut, remove, or otherwise control weeds and grass, in complete conformance with applicable laws, rules, and statutes and consistent with the terms and conditions of this License.
14. Improvements. During the term of this License, LICENSEE shall not construct, place, maintain, or install on the Premises any building, structure, signs, or improvement, except with the prior written approval of LICENSOR and upon such conditions as LICENSOR may impose. The preceding sentence shall not apply to any building, structure, signs, or improvement constructed, placed, maintained, or installed on the Premises with the consent and approval of LICENSOR under any prior permit or agreement pursuant to which LICENSEE or any of LICENSEE's permitted assigns, sub-licensees, or permittees occupied the Premises before the effective date of this License. All buildings, structures, signs, or improvements constructed, placed, maintained, or installed pursuant to this paragraph shall be in accordance with all applicable federal, state, and county laws, ordinances, and rules. The ownership thereof shall be in LICENSEE until the expiration or sooner termination of this License, at which time the ownership thereof shall, at the

option of LICENSOR, vest in LICENSOR or shall be removed by LICENSEE at LICENSEE's sole cost and expense.

15. Repairs to Improvements. LICENSEE shall, at its expense, keep, repair, and maintain all buildings, structures, and improvements now existing or hereafter constructed or installed on the Premises in good order, condition, and repair, reasonable wear and tear excepted. LICENSEE shall have no obligation under this License to keep, repair, or maintain any common infrastructure improvements.
16. Involuntary Liens. LICENSEE shall not commit or suffer any act or neglect which results in the Premises or any improvement thereon becoming subject to any involuntary attachment, lien, charge, or encumbrance, and shall indemnify, defend, and hold LICENSOR harmless from and against all attachments, liens, charges, encumbrances, and all resulting expenses affecting the Premises and caused by LICENSEE.
17. Dwelling Restrictions. The construction or placement of any structure on the Premises for residential purposes is strictly prohibited. LICENSEE, its agents, employees, and invitees shall not use the Premises as a temporary or permanent residence.
18. Non-Discrimination. LICENSEE shall not use the Premises, nor permit the Premises to be used in support of, any policy that unlawfully discriminates against anyone based upon creed, color, national origin, sex, or a physical handicap. LICENSEE shall not practice any unlawful discrimination based upon creed, color, national origin, sex, or a physical handicap.
19. Breach or Default. It is expressly agreed that this License is contingent upon the continuing condition that, if LICENSEE fails to observe or perform substantially the provisions contained herein, and if LICENSEE does not commence to cure, and diligently continue to attempt to cure, such default within sixty (60) days, or thirty (30) days where the default involves a failure to make timely license fee payments, after delivery by LICENSOR of a written notice of such failure by personal service or by registered or certified mail to LICENSEE; or, if LICENSEE becomes bankrupt or insolvent or files any debtor proceedings or takes or has taken against it for good cause any proceedings of any kind or character whatsoever under any provision of the Federal Bankruptcy Code seeking readjustment, rearrangement, postponement, composition, or reduction of LICENSEE's debts, liabilities or obligations; then, in any such event, LICENSOR may, at its option, to the extent permitted by

law, cancel this License and thereupon take immediate possession of the Premises, after a reasonable time or pursuant to any right of action which LICENSOR may have.

20. Acceptance of Rent Not a Waiver. The acceptance of rent by LICENSOR shall not be deemed a waiver of any breach by LICENSEE of any term, covenant, or condition of this License, of LICENSOR's right to re-entry for breach of covenant, or of LICENSOR's right to declare and enforce a forfeiture for any breach; and the failure of LICENSOR to insist upon strict performance of any term, covenant, or condition, or to exercise any option conferred herein, shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or option.
21. Security Deposit. Upon execution of this License, LICENSEE shall deposit with LICENSOR an amount equal to six times the monthly license fee as security for the faithful performance of all of these terms and conditions. The deposit will be returned to LICENSEE upon termination of this License, but only after all of the terms and conditions of this License Agreement have been observed and performed. The Security Deposit will be adjusted to reflect the License Fee determined during Reopening, as specified in paragraph 5.
22. Assignment. Except as expressly provided in this License, this License is not transferable. At no time during the term of the License shall LICENSEE assign, mortgage, or pledge its interest in this License, or its interest in the improvements now or hereafter erected on the Premises, without the prior written consent of LICENSOR, which consent may be withheld in LICENSOR'S sole discretion.
23. Liability Insurance. LICENSEE shall procure and maintain during the entire period of this License a policy or policies of commercial general liability insurance sufficient to protect it from and against any liability for all claims for personal injury, death, and property damage which may arise out of the exercise of rights granted herein. The policy or policies shall cover the entire Premises, including all buildings, structures, improvements, and grounds and all roadways or sidewalks on or adjacent to the Premises in the control or use of LICENSEE. The minimum limit of said policy or policies shall not be less than \$500,000.00 for each occurrence and \$1,000,000.00 aggregate, with an insurance company or companies licensed to do business in the State of Hawaii.

LICENSEE, prior to entry and use of the Premises or within fifteen (15) days from the effective date of its License, whichever is sooner, shall furnish LICENSOR with a certificate(s) showing the policy(ies) to be initially in force, keep the certificate(s) on deposit during the entire term of the License, and furnish like certificate(s) upon each renewal of the policy(s). The certificate(s) for such insurance shall contain or be accompanied by an assurance of the insurer not to cancel the insurance, limit the scope of the coverage, or fail or refuse to renew the policy(s) until after thirty (30) days written notice has been given to LICENSEE, except that, in the event this License is terminated, said insurance may be terminated on the same date as the License. The policy shall name LICENSOR as an additional insured.

LICENSOR shall retain the right at any time to review the coverage, form, and amount of the insurance required by this License. If, in the opinion of LICENSOR, the insurance provisions in this License do not provide adequate protection for LICENSOR, LICENSOR may require LICENSEE and any permitted sub-licensee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. LICENSOR's requirements shall be reasonable and shall be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. LICENSOR shall notify LICENSEE in writing of changes in the insurance requirements and LICENSEE shall deposit copies of acceptable insurance policy(ies) or certificate(s) thereof with LICENSOR incorporating the required changes within thirty (30) days of LICENSEE's receipt of the notice from LICENSOR requiring the same.

The procuring of the required policy(ies) of insurance shall not be construed to limit LICENSEE's liability under this License. Notwithstanding the policy(ies) of insurance, LICENSEE shall be obligated for the full and total amount of any damage, injury, or loss caused by LICENSEE's negligence or neglect connected with this License.

24. Property Insurance. At all times during the term of this License, LICENSEE shall at its own cost and expense keep any state-owned improvements, which are located on the Premises and which are identified by LICENSOR prior to the commencement date of this License Agreement (but which are not licensed to the Future Coop pursuant to the MOA), insured against loss or damage by fire and other hazards, casualties, and contingencies for

the full insurable value of those improvements. The policy shall name LICENSOR as an additional insured.

LICENSEE shall furnish to LICENSOR on or before the commencement date of its License a certificate showing such policy(ies) to be in full force and effect and shall furnish a like certificate upon each renewal of the policy(ies). Each certificate shall contain or be accompanied by an assurance of the insurer not to cancel the insurance, limit the scope of the coverage, or fail or refuse to renew the policy(s) until after thirty (30) days written notice has been given to LICENSEE, except that, in the event this License is terminated, said insurance may be terminated on the same date as the License. The policy(ies) shall also provide that all rights or claims of subrogation against the State of Hawaii, its officers, employees, and agents are waived.

25. Right to Enter. LICENSOR reserves the right for its agents or representatives, at all reasonable times during the term, to enter and cross any portion of the Premises at any time for the purpose of performing any public or official duties.
26. Inspection of Premises. LICENSEE shall permit LICENSOR and its agents or representatives, at all reasonable times during the term, to enter the Premises and examine the state of repair and condition thereof and the improvements, equipment, chattels, books, and records of LICENSEE in connection with the administration of this License.
27. Surrender. At the end of the term or other sooner termination of this License, LICENSEE shall peaceably deliver unto LICENSOR possession of the Premises, together with all improvements existing or constructed thereon, unless provided otherwise in this License. Furthermore, upon the expiration, termination, or revocation of this License, should LICENSEE fail to remove any and all of LICENSEE's personal property from the Premises, LICENSOR may remove or dispose of any and all personal property from the Premises and either deem the personal property abandoned and dispose of the personal property or place such personal property in storage at the cost and expense of LICENSEE. LICENSEE shall pay all costs and expenses for removal, disposal, transporting, and storage of LICENSEE's personal property. The provisions of this paragraph shall survive the expiration or earlier termination of this License.
28. Withdrawal for Public Purpose; Condemnation.

A. Withdrawal for a Public Purpose. LICENSOR shall have the right to withdraw the Premises, or any portion thereof, at any time during the term of this License with reasonable notice and without compensation, except as provided herein, for public uses or purposes, for constructing new roads or extensions, or changes in line or grade of existing roads, for rights-of-way and easements of all kinds, and the Premises shall be subject to the right of LICENSOR to remove soil, rock, or gravel as may be necessary for the construction of roads and rights-of-way within or without the Premises; provided that, upon any withdrawal or taking which causes any portion of the Premises to become unusable for the specific use or uses for which it was licensed, the base annual rent shall be reduced in proportion to the value of the Premises withdrawn or made unusable. If any permanent improvement constructed upon the land by LICENSEE is destroyed or made unusable in the process of any withdrawal or taking, the proportionate value thereof shall be paid by LICENSOR to LICENSEE based upon the unexpired term of this License; provided that no withdrawal or taking shall be had as to those portions of the Premises which are then under cultivation with any trees or crops until such trees or crops are harvested, unless LICENSOR pays to LICENSEE the value of the trees and crops; and provided further that, upon any withdrawal or taking, LICENSEE shall be compensated for the present value of all permanent improvements in place at the time of withdrawal or taking that were legally constructed upon the Premises by LICENSEE being withdrawn or taken or that are made unusable because of such withdrawal or taking.

If any withdrawal or taking in LICENSEE's reasonable determination makes the Premises unusable by LICENSEE for the purposes and uses for which LICENSEE is then using the Premises, LICENSEE shall have the right to terminate this License Agreement, without waiving any other rights of LICENSEE by reason of such withdrawal or taking.

B. Condemnation. If at any time, during the term of this License Agreement, any portion of the Premises shall be condemned or required for public purposes by the Federal government or any county or city and county, or any governmental agency of either, the base annual license fee and any other charges under this License Agreement, including LICENSEE's proportionate share of Common Infrastructure Improvement Costs, shall be reduced in proportion to the value of the portion of the Premises condemned. LICENSEE shall be entitled to receive from the condemning authority (a) the value of growing crops, if any, which LICENSEE is not permitted to harvest, and (b) the proportionate value of

LICENSEE's permanent improvements so taken in the proportion that it bears to the unexpired term of the License Agreement; provided, that LICENSEE may, in the alternative, remove and relocate its improvements to the remainder of the Premises occupied by LICENSEE. LICENSEE shall not by reason of the condemnation be entitled to any claim against the LICENSOR for compensation or indemnity for the license interest and all compensation payable or to be paid for or on account of the land comprising the Premises by reason of the condemnation shall be payable to and be the sole property of the LICENSOR. The foregoing rights of LICENSEE shall not be exclusive of any other rights to which LICENSEE may be entitled by law, and LICENSEE shall have the right to claim and recover from the condemning authority, but not from LICENSOR, such compensation as may be separately awarded or recoverable in LICENSEE's own right on account of such condemnation of LICENSEE's interest under this License Agreement and any improvements constructed by LICENSEE on the Premises. Where the portion of the Premises taken renders the remainder of the Premises unsuitable for the use or uses for which the Premises were licensed, LICENSEE shall have the option to surrender this lease and be discharged and relieved from any further liability; provided, that LICENSEE may remove the permanent improvements constructed, erected, and placed by it within any reasonable period allowed by the LICENSOR.

29. Inspection by Prospective Bidders. For purposes of informing and apprising that person or persons of the condition of the Premises preparatory to the proposed disposition thereof at the expiration of the term or earlier termination of this License Agreement, LICENSOR shall have the right to authorize any person or persons to enter upon and inspect the Premises at all reasonable times following an announcement at any of LICENSOR's public meetings of any proposed disposition of the Premises; provided, however, that any entry and inspection shall be conducted during reasonable hours after notice to enter is first given to LICENSEE, and shall, if LICENSEE so requires, be made in the company of LICENSEE or designated agents of LICENSEE.
30. Extension of Time. Notwithstanding any provision to the contrary, wherever applicable, LICENSOR, for good cause shown, may allow additional time beyond the time or times specified herein in which LICENSEE may comply, observe, and perform any of the terms, conditions, and covenants contained in this License.
31. Quiet Enjoyment. LICENSOR covenants and agrees with LICENSEE that, upon payment of rent at the times and in the manner

specified and upon the observance and performance of the covenants, terms, and conditions hereof on the part of LICENSEE to be observed and performed, LICENSEE shall have, hold, possess, and enjoy the Premises for the term that the same are licensed to LICENSEE hereunder, without hindrance or interruption by LICENSOR or any other person or persons lawfully claiming by, through, or under LICENSOR.

32. Abandonment and Termination. If, after putting the Premises into service, LICENSEE abandons or ceases to use the Premises for a period of four (4) or more consecutive months, LICENSOR shall have the right to terminate this License Agreement. Any abandonment, termination, or cessation shall not affect or release any liability of LICENSEE at such time existing by reason of a breach of any of the terms hereof.
33. Non-warranty. LICENSOR does not warrant the condition of the Premises, as the same is being licensed "as is." LICENSEE assumes all risks incident to its use. Notwithstanding the foregoing or any other provision of this License Agreement, LICENSEE does not assume liability or responsibility for any hazardous material claims resulting from, arising out of, or relating to any hazardous materials on the Premises or hazardous discharge occurring prior to the date of this License Agreement, and LICENSOR (and/or LICENSOR's predecessors in interest) shall be solely responsible for and in respect of any such hazardous materials claims.
34. LICENSEE's Risk. Any and all goods, wares, farm supplies, produce, equipment, and personal property of any kind or description that may be on the Premises at any time during the term of this License Agreement, regardless of ownership of such property, shall be at the sole risk and hazard of LICENSEE, and LICENSOR shall not be liable or responsible for any loss thereof or damage thereto caused by theft, vandalism, weather, water, defective electric wiring, fire, or by any other cause whatsoever.
35. Applicable Law; Severability. This License shall be governed by and interpreted in accordance with the laws of the State of Hawaii. If any provision of this License is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected.
36. Costs of Litigation. If LICENSOR shall be made a party to any litigation commenced by or against LICENSEE (other than condemnation proceedings), without any fault on LICENSOR's part,

LICENSEE shall pay all costs and expenses incurred by or imposed on LICENSOR, including, but not limited to, attorney's fees; furthermore, LICENSEE shall pay all costs and expenses which may be incurred by or paid by LICENSOR in enforcing the covenants and agreements of this License, in recovering possession of the Premises, or in the collection of delinquent license fees, taxes, and any and all other charges.

If LICENSEE shall be made a party to any litigation commenced by or against LICENSOR (other than condemnation proceedings), without any fault on LICENSEE's part, LICENSOR shall pay all costs and expenses incurred by or imposed on LICENSEE, including, but not limited to, attorney's fees; furthermore, LICENSOR shall pay all costs and expenses which may be incurred by or paid by LICENSEE in enforcing the covenants and agreements of this License; PROVIDED THAT, any such litigation arises out of any damage or personal injury resulting from wrongful or negligent acts or omissions of LICENSOR or LICENSOR's employees or agents while acting within the scope of their employment, and LICENSOR's liability for such damage or injury has been determined by a court or otherwise agreed to by LICENSOR. Unless otherwise determined by a court, LICENSOR shall pay for such costs and expenses to the extent that funds therefor have been authorized and appropriated by the Legislature of the State of Hawaii for such purpose and such funds have been allocated therefor by the executive budget process of the State of Hawaii.

37. Indemnity. LICENSEE shall indemnify, defend, and hold harmless the State of Hawaii, LICENSOR, and their officers, employees, and agents from and against any claim or demand for loss, liability, damage, cost, expense, and attorneys' fees, including claims for property damage, personal injury, or wrongful death (collectively, the "Claims") arising out of any occurrence on the Premises and roadways adjacent thereto, or occasioned by any act or nuisance made or suffered on the Premises, or by any accident or fire thereon, or growing out of or caused by any failure on the part of LICENSEE to maintain the Premises in a safe condition, or by any act or omission of LICENSEE, and from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants, and conditions herein or the laws, ordinances, rules, and regulations of the federal, state, or county governments, with the exception of Claims arising out of the wrongful or negligent acts or omissions of LICENSOR. The provisions of this paragraph shall survive the expiration or earlier termination of this License.

38. Hunting. No hunting shall be allowed on the Premises during the term of this License.
39. Boundary Stakeout. LICENSOR shall not be responsible or liable for the surveying or boundary stakeout of the Premises. LICENSEE shall be solely responsible for any survey and boundary stakeout of the Premises.
40. Fences. LICENSEE shall, wholly at its own cost and expense, fence the whole or portion of the outside perimeter of the Premises if such fencing shall be required by LICENSOR or shall be so required by any law now in force or that may hereafter be enacted and LICENSEE shall and will maintain in good order and condition throughout the period of this License the fences so constructed and those now existing on the Premises.
41. Drainage Easements. The Premises shall be subject to drainage and flowage easements now of record or otherwise existing under law as and to the extent that the same are applicable to the Premises as of the commencement date of this License Agreement. The easement area(s) shall not be altered or used for any purposes which may obstruct flow or reduce the effectiveness of the drainage way, except with LICENSOR's prior written consent which may be conditioned upon appropriate measures undertaken by LICENSEE to divert, re-direct, retain, or detain any storm waters in a manner approved by LICENSOR. LICENSEE shall accept the storm runoff draining into and through the easement area(s), respectively, and shall be responsible for the maintenance and protection of the drainage easements against deterioration or loss of functional effectiveness.
42. Roadway and Utility Easements. The Premises shall be subject to all existing roadway and utility easements, which easements shall be in favor of property owners served by such easements, and to any and all access and other easements over and across the Premises in favor of the Future Coop or any successor or substitute entity (including LICENSOR) necessary and appropriate for the operation and maintenance of the common infrastructure serving the Property, including the Premises; provided that LICENSEE may cross and may have access over and upon all such easements located on the Premises at any point.
43. Compliance with Laws. LICENSEE shall comply with the requirements of all federal, state, and county authorities and observe all federal, state, and county laws, ordinances, and rules pertaining to the Premises which are now in force or later may be in force.

44. Environmental Regulations. LICENSEE shall comply with all applicable federal, state, and county environmental impact regulations, including but not limited to Chapter 343, Hawaii Revised Statutes, as amended, and rules governing historic preservation. LICENSEE shall be responsible for obtaining all necessary federal, state, or county clearances.
45. Hazardous Materials. LICENSOR remains responsible for addressing any issue identified as having occurred prior to or during Del Monte Corporation's occupancy of the Premises as reported in the Phase 1 Environmental Assessment prepared by Bureau Veritas dated September 30, 2011 ("BV Report"). Any environmental issue occurring on Premises after the date of this License Agreement shall be the responsibility of LICENSEE.

- (a) During the term of this License, LICENSEE shall not cause or permit the escape, disposal, or release of any hazardous materials, except as permitted by law. LICENSEE shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the Premises any such materials except to use in the ordinary course of LICENSEE's business, and then only after written notice is given to LICENSOR of the identity of such materials and upon LICENSOR's consent, which consent may be withheld at LICENSOR's sole and absolute discretion. LICENSOR may, upon reasonable request and for reasonable cause, require testing of the Premises to ascertain whether or not there has been any release of hazardous materials by LICENSEE. In the event that the results of such testing establish that there has been a release of hazardous materials on the Premises by LICENSEE, LICENSEE shall, in addition to LICENSEE's other obligations hereunder, be responsible for the cost of such testing.

LICENSEE shall execute affidavits, representations, and the like from time to time at LICENSOR's request concerning LICENSEE's best knowledge and belief regarding the presence of hazardous materials on the Premises placed or released by LICENSEE. If LICENSEE at any time becomes aware of any past, present, or contemplated hazardous discharge or of any hazardous materials claims with respect to the Premises (other than those already disclosed in the BV Report) which

could subject LICENSOR, LICENSEE, or the Premises to any liability or restrictions on ownership, occupancy, transferability, or use of the Premises under any hazardous materials laws, LICENSEE shall immediately advise LICENSOR thereof in writing and provide to LICENSOR such detailed reports thereof as may be reasonably requested by LICENSOR. LICENSOR shall have the right, in its sole discretion, to join and participate in, any settlements, remedial actions, or legal proceedings or actions initiated with respect to any hazardous materials claims.

- (b) LICENSEE shall be responsible for and shall indemnify, defend, and hold harmless LICENSOR and its employees, agents, successors, and assigns from and against any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous materials occurring on, under, or about the Premises during the term of this License, including, without limitation: (1) all foreseeable and unforeseeable consequential damages; (2) the costs of any required or necessary repair, clean-up, or detoxification of the Premises and of the preparation and implementation of any closure, remedial, or other required plans; (3) the costs of LICENSOR's investigation and handling of any hazardous materials claims, whether or not any lawsuit or other formal legal proceeding shall have been commenced with respect thereto; (4) the costs of LICENSOR's enforcement of this covenant, whether or not a lawsuit is brought therefore; and (5) all reasonable costs and expenses incurred by LICENSOR in connection with clauses (1), (2), (3), and (4) including, without limitation, reasonable attorney's fees.

- (c) The provisions of this paragraph shall survive the expiration or earlier termination of this License.

46. Level One (1) Hazardous Waste Evaluation. At any time during the term or upon termination of this License, LICENSOR, for good cause, may require LICENSEE to conduct at LICENSEE's own expense, a Level One (1) Hazardous Waste Evaluation and a complete abatement and disposal, if necessary, satisfactory to the standards required by the Federal Environmental Protection Agency, the State Department of Health, the State Department of

Agriculture, and the State Department of Land and Natural Resources, of any hazardous materials and hazardous materials claims attributable to the discharge of any hazardous materials on the Premise during the term of this License. The termination of this License will not be approved by LICENSOR unless this evaluation and abatement provision have been executed where required. This provision shall survive and continue in effect after termination of this License.

47. Soil Erosion. LICENSEE shall not engage in any activity that may result in soil erosion from water or wind. LICENSEE shall control soil erosion as completely as practicable by strip cropping and contouring, by filling in or otherwise controlling small washes or ditches that may form, and by adopting practices recommended by the Natural Resource Conservation Service (NRCS). Prior to the termination of this License, LICENSEE shall provide to LICENSOR a NRCS approved erosion control plan. The termination of this License will not be approved by LICENSOR unless LICENSEE is in full compliance with such plan to the satisfaction of NRCS and LICENSOR.
48. Encumbrances. This License is subject to all existing recorded and unrecorded encumbrances. At any time during the term of this License, LICENSOR may create easements and encumbrances upon the Premises in addition to any easements and encumbrances which currently affect the Premises, provided that any such new easements or encumbrances do not unreasonably restrict or interfere with LICENSEE's use of the Premises.
49. Interpretation. The use of any gender shall include all genders. If there is more than one LICENSEE, all words used in the singular shall extend to all LICENSEES.
50. Paragraph Headings. The article and paragraph headings herein are inserted only for convenience and reference and shall in no way define, describe, or limit the scope or intent of any provision of this License.
51. [Reserved.]
52. [Reserved.]
53. Exhibits - Incorporation in License. All Exhibits referred to in this License are attached to this License and are hereby deemed incorporated by reference.

SPECIAL CONDITIONS:

54. Exclusion of Animals from Forest Lands. LICENSEE shall at all times during the License term keep its cattle, horses, and other grazing animals out of any forest reserve, if any, adjacent to the Premises and shall take all reasonable precautions to prevent forest fires, and, in the event fires occur, it shall use all reasonable means at its command or under its control to have the fires speedily extinguished.
55. Commercial Operations. LICENSEE, its employees, customers, guests, agents, and/or invitees shall not display or offer for sale or sell any article(s) or merchandise whatsoever within the Premises without the prior written approval of LICENSOR and upon such terms and conditions established by LICENSOR. No commercial activities whatsoever, including activities such as feedlots (excepting a private feedlot designed to feed LICENSEE's own cattle), dairy milking parlors, or boarding of horses, are permitted without the prior written approval of LICENSOR.
56. Abandoned Vehicles. LICENSEE shall take all steps necessary to prevent the placing or storing of abandoned vehicles within the Premises. Any and all abandoned vehicles within the Premises shall be removed by LICENSEE at LICENSEE's cost and expense.
57. Removal of Trash. LICENSEE shall be responsible for the removal of all illegally dumped trash within the Premises at LICENSEE's cost and expense.
58. Prehistoric and Historic Remains. In the event any unanticipated historic, prehistoric, or archaeological sites or remains, such as shell, bone, or charcoal deposits, human burials, rock or coral alignments, pavings, or walls are found on the Premises, LICENSEE and LICENSEE's agents, employees, and representatives shall immediately stop all land utilization and/or work and contact the Historic Preservation Office in compliance with Chapter 6E, Hawaii Revised Statutes, and shall notify LICENSOR of these events.
59. Land Clearing. The Premises have not had a completed archaeological inventory survey. If land clearing or land alteration should need to occur in gulches or wastelands (gullies, valleys, ridges, and mountains), the State Historic Preservation Division (SHPD) shall be contacted prior to any work. A field check will be required and shall be performed by the SHPD staff archaeologist prior to any work. Clearing by hand is the preferred method of work. If the alteration activity

is on a large or significant scale or historic sites are found, then LICENSEE shall have an archaeologist inventory survey performed by a qualified archaeologist prior to any work. A report documenting the archaeological work shall be submitted to the HPD for review and approval. The report shall include:

1. detailed drawings of burials and deposits to scale,
2. sketches and photographs of all artifacts,
3. analyses of all perishable and datable remains,
4. stratigraphic profiles that are drawn and made to scale,
5. an overall map of the project area, which includes the location of all historic sites,
6. initial significance evaluations for each historic site found, and
7. documentation on the nature and age of historic sites.

If significant historic sites are found, then proposed mitigation or preservation plans must be submitted for review and approval.

If burials are discovered, a burial treatment plan shall be prepared for burial discoveries encountered during work, all in accordance with Hawaii Revised Statutes Section 6E-43.

60. Justification of sureties. The bonds that are required herein shall be supported by the obligation of a corporate surety organized for the purpose of being a surety and qualified to do business as a surety in the State of Hawaii, or by no less than two personal sureties, corporate or individual, for which justifications shall be filed as provided in section 78-20, HRS; provided that the LICENSEE may furnish a written bond in the same amount and with the same conditions, executed by it alone as obligor, or, in lieu of any surety or sureties, the LICENSEE shall furnish and at all times thereafter keep and maintain any of the forms of financial guarantee of performance that is approved by the LICENSOR.
61. Conservation Easement for Agricultural Preservation. LICENSEE shall be aware that the Property is encumbered by a Grant of Conservation Easement For Agricultural Preservation, between The Trust for Public Land, a California nonprofit public benefit

corporation, and the City and County of Honolulu, a Hawai'i municipal corporation ("C&C Honolulu"). To the extent applicable to the Premises, LICENSEE shall be in full compliance with the conditions and restrictions specified in the easement.

62. Audits. LICENSOR reserves the right, for purposes of conducting an audit, to examine, and to make copies of all books, accounts, records, and receipts of LICENSEE concerning its operations under this License.
63. Land Swapping. LICENSEE is allowed, but shall not be obligated, to swap land for uses consistent with its land utilization plan with any other licensees or revocable permit holder of any portions of the Property at no cost to LICENSEE.
64. Passage and Access. LICENSEE shall not impede or restrict passage or access by other licensees or the Future Coop and its agent to other areas of the Property or to any common infrastructure serving the Property or any part thereof (including the Premises) that may be located on the Premises.
65. Holding Over. Any holding over by LICENSEE after the expiration of the term of this License with the consent of LICENSOR shall be construed to be a tenancy from month-to-month at the rent herein provided for the last year of the term of this License and shall otherwise be on the terms and conditions herein specified, so far as applicable.
66. Cropping Changes. LICENSEE shall consult with and obtain prior approval from LICENSOR before adding or making changes to the type of crops to be grown as specified in its original business plan submitted with the license application.
67. Recordation. LICENSOR and LICENSEE agree that this License Agreement or a short form or memorandum hereof may be recorded in the Bureau of Conveyances of the State of Hawaii or with the Assistant Registrar of the Land Court of the State of Hawaii, as applicable, to give notice of this License Agreement to third parties and of the license of the Premises granted hereunder by LICENSOR to LICENSEE for the term specified herein.
68. Soil and Water Conservation Plan. LICENSEE shall submit to LICENSOR a copy of its approved soil and water conservation plan within one year of the date of the execution of this License. LICENSEE shall submit a revised soil and water conservation plan to LICENSOR if LICENSEE makes changes to its initial planting or harvesting practices which require terrain alteration.

69. Water Infrastructure User Agreement. LICENSOR has entered into an agreement with Dole Food Company, Inc. (Dole) on behalf of LICENSEE for purposes of delivering non-potable irrigation water to the Parcel. A Water Infrastructure User Agreement is attached hereto as an Addendum and incorporated by reference in this License. Neither LICENSOR nor Dole guarantees the availability of water. LICENSOR shall invoice LICENSEE every month for the previous month of service. Payment shall be due on the 15th of the month after the date of invoice. A monthly late fee of 5% on any past-due balance shall be assessed for each month of delinquency.
70. Good Agriculture Practices. LICENSEE shall submit to LICENSOR a copy of its approved Good Agricultural Practices (GAP) Certification within two years of the date of the execution of this License.
71. [Reserved.]

DEFINITIONS

As used in this License Agreement, unless the context otherwise requires:

"Diversified agriculture" means the conduct of activities concerned with the production and marketing of nursery products and horticultural crops such as vegetables, melons, orchards, flowers, foliage, and others, including activities related thereto, and shall include aquaculture, but shall not include any livestock or poultry operations.

"Property" means the approximately 1,227 acres of land situated in Wahiawa, Oahu, Hawai'i, bearing Tax Map Keys: (1)7-1-001:002, 003, 005, 012, 028, and (1)6-5-002:010 and 025.

"Premises" includes the land hereby licensed by LICENSOR to LICENSEE and all buildings and improvements now or hereinafter

constructed and installed thereon except for any buildings or improvements specifically excluded from the description of the Premises in the License Agreement.

"Sub-licensing," includes any long-term or short-term rental of the property to a third party.

"Drainage easements" and "flowage easements" mean natural or improved drainage courses that serve to convey stream flows from one point to another.

"Hazardous materials" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil, including any and all flammable explosives, radioactive materials, asbestos, petroleum and oil and their products, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

"Hazardous discharge" means any event involving the use, deposit, disposal, spill, release, or discharge of any hazardous materials on, within, or under the Premises.

"Hazardous materials claims" means and includes: (i) any and all enforcement, clean-up, removal, mitigation, or other governmental or regulatory actions instituted or, to the best of LICENSEE's knowledge, contemplated or threatened, with respect to the Premises pursuant to any hazardous materials laws, and (ii) any and all claims made or, to the best of LICENSEE's knowledge, contemplated or threatened by any third party against LICENSEE or the Premises seeking damages, contribution, cost recovery, compensation, injunctive relief, or other relief resulting from any hazardous discharge or from the existence of any hazardous materials on, within, or under the Premises.

"Hazardous materials laws" means and includes all federal, state, and local laws, ordinances, and regulations now or hereafter in effect relating to environmental conditions, industrial hygiene and/or hazardous materials on, within, under, or about the Premises, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., the Hazardous Materials Transportation Act 49 U.S.C. §1801, et seq., the Clean Water Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §7401, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601 through

2629, the Safe Drinking Water Act, 42 U.S.C. §§300f through 300j, the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §§11011 through 11050, the Environmental Response Law, Chapter 128D, Hawaii Revised Statutes, and any similar state or local laws, ordinances, and the regulations now or hereafter adopted, published, and/or promulgated pursuant thereto.

"LICENSEE" includes LICENSEE, its heirs, personal representatives, executors, administrators, successors, and permitted assigns.

"Waste" includes (1) permitting the Premises or any portion thereof to become unduly eroded or failure to take proper precautions or make reasonable effort to prevent or correct same; (2) permitting any material increase in noxious weeds or alien plant species in or on the Premises or any portions thereof; (3) failure to employ all of the usable portions of the Premises; and (4) abandonment of the Premises.

"Days" shall mean calendar days, unless otherwise specified.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this _____ day of _____, 20____.

LICENSOR

STATE OF HAWAII,

AGRIBUSINESS DEVELOPMENT
CORPORATION

APPROVED AS TO FORM:

By _____
Its Executive Director

Deputy Attorney General

LICENSEE

KUN HU FARM, LLC
a Hawaii Limited Liability Company

By _____
Its

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

On this ____ day of _____, 2025, before me appeared **Wendy L. Gady**, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of the STATE OF HAWAI'I, AGRIBUSINESS DEVELOPMENT CORPORATION, a State Agency of the State of Hawai'i; and that said instrument was signed on behalf of said agency by authority of its Statutes; and said Wendy L. Gady acknowledged said instrument to be the free act and deed of said Agency of the STATE OF HAWAII.

Name: _____

Notary Public, State of Hawai'i

My commission expires: _____

(Notary Stamp or Seal)

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description:	License Agreement No. _____
Document Date: _____	
No. of Pages: _____	
Jurisdiction (in which notarial act is performed): _____	
Signature of Notary	Date of Notarization and Certification Statement
Printed Name of Notary	(Notary Stamp or Seal)

STATE OF HAWAII)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2025, before me personally appeared _____, personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Name: _____

Notary Public, State of Hawaii

My commission expires: _____

(Notary Stamp or Seal)

<u>NOTARY CERTIFICATION STATEMENT</u>	
Document Identification or Description:	License Agreement No. _____ _____
Document Date: _____ No. of Pages: _____ Jurisdiction (in which notarial act is performed): _____	
Signature of Notary	Date of Notarization and Certification Statement (Notary Stamp or Seal)
Printed Name of Notary _____	

STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION

E-4

STAFF SUBMITTAL TO THE BOARD OF DIRECTORS
November 20, 2025

Subject: Request for approval to issue a new license agreement to TENG DA, INC for 90 gross acres, more or less, of PU-04 and PU-05 for agricultural use in Wahiawa, Oahu, State of Hawaii, Tax Map Key Nos. (1) 6-5-001:por of 056 and (1) 6-5-005:por of 009.

Applicant: TENG DA, INC (Applicant), A Hawaii For-Profit Corporation.

Authority: 163D-4(a)(5), Hawaii Revised Statutes.

Area: Total area of parcels : 90 gross tillable acres, more or less.
PU 04: (1) 6-5-001:por of 056 = 50 gross acres, more or less.
PU 05: (1) 6-5-005:por of 009= 40 gross acres, more or less.

Field No(s): PU-04 and PU-05 (Premises) (Exhibit "A").

Tax Map Keys: (1) 6-5-001:por of 056 and (1) 6-5-005:por of 009. (Property).

Land Status: Acquired in fee by the Agribusiness Development Corporation in 2020.

Trust Land Status: Section 5(b) lands of the Hawaii Admission Act
Yes ☐ No ☒
DHHL 30% entitlement lands pursuant to the Hawaii State Constitution?
Yes ☒ No ☐

Zoning: SLUD: Agricultural CZO: AG-1

Character of Use: Diversified Agriculture

Land Doc. Type: License

Term: 35 years

Rental Rate: \$1800 per tillable acre per year
\$1.00 per non-tillable acre per year

BACKGROUND:

The Agribusiness Development Corporation (ADC) published a request for land applications in early 2024 and applicants submitted their applications. Teng Da Inc's application scored sufficiently high, and the ADC Board of Directors (Board) voted to accept them as an awardee at their meeting on November 1, 2024.

OPERATIONAL PLAN: See Exhibit "B"

CONSERVATION PLAN/NPDES/BMP CONSIDERATIONS:

The applicant will be required to develop a conservation plan and seek approval from the appropriate conservation district.

Request for approval to issue a new license agreement to TENG DA, INC for 90 gross acres, more or less, of PU-04 and PU-05 for agricultural use in Wahiawa, Oahu, State of Hawaii, Tax Map Keys No. (1) 6-5-001:por of 056 and (1) 6-5-005:por of 009.
November 20, 2025

CHAPTER 343:

Under section 343-5(a), Hawaii Revised Statutes, an environmental assessment shall be required for actions, that propose, among other things, the “(1) use of state land or county lands, or the use of state or county funds[.]” In this case, the project is exempt, subject to the Comprehensive Exemption Type 1, Part 1, Item 5: “*Operation, repair and maintenance of existing crop production (fruits, vegetables, flowers, foliage, crops for bioenergy and forage) facilities, including but not limited to equipment storage/maintenance*”.

DISCUSSION:

The Premises the Applicant will utilize consists of 90 gross tillable acres, with PU-04 containing 50 gross tillable acres, more or less and Lot 05 containing 40 gross tillable acres, more or less, all of which is usable for diversified farming. The Applicant has been managing farmland in Waianae since 2010. The owner has over 20 years’ farming experience. Staff notes that a slightly substantial financial investment by the Applicant will be necessary to clear and prepare the premises for planting since the premises has been vacant for a while and the land is overgrown. As such, we recommend an adjusted rent rate of \$900/acre/year for the first 6 months of the lease, then at a rate of \$1800/acre/year for the remainder of the first 10 years, with a rental reopening to occur on years 11, 21 and 30 of the license. Rent to be determined by an independent appraisal establishing fair market rent, subject to review and approval by the Executive Director. The fair market rental shall be determined by an appraiser whose services shall have been contracted for by the Licensor; provided that should the Licensee fail to agree to such fair market rental, Licensee may appoint its own appraiser who, together with the Licensor's appraiser, shall promptly appoint a third appraiser and the fair market rental shall be determined by arbitration as provided by Section 658-1, Hawaii Revised Statutes. The Licensee shall pay for the services of its own appraiser and the cost for the services of the third appraiser shall be borne equally by the Licensor and Licensee.

At full rate, the license is currently valued at \$162,000.00 per year to ADC rental income.

Staff is asking that the security deposit requirement for the license shall be an amount equal to six months of full-rate license fees as a security deposit for the faithful performance of all of these terms and conditions. The deposit will be returned to LICENSEE upon termination of the License, but only after all of the terms and conditions of this License agreement have been observed and performed.

Water is currently being provided by Dole Plantation until the irrigation system is transferred to ADC and CAM and water usage rates are established. Until such time, a Water Infrastructure User Agreement will serve as an addendum to the License. See attached “Exhibit C”. The attached addendum is based on a Water Facility Agreement contracted between Dole and ADC for an initial user rate of \$0.60 per thousand gallons of ditch water; and \$0.80 per thousand gallons of pumped water, to be billed monthly. The price is subject to adjustment every January 1st.

Licensee shall be required to provide Licensor with a Good Agricultural Practice certificate within two years from execution date.

The draft License Agreement is attached as “Exhibit D”

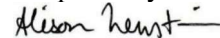
RECOMMENDATION:

Based on the foregoing, staff recommends that the Board:

Request for approval to issue a new license agreement to TENG DA, INC for 90 gross acres, more or less, of PU-04 and PU-05 for agricultural use in Wahiawa, Oahu, State of Hawaii, Tax Map Keys No. (1) 6-5-001:por of 056 and (1) 6-5-005:por of 009.
November 20, 2025

1. Approve the Request, subject to the following conditions:
 - a. The license term shall be for 35 years;
 - b. The license rents shall be \$900/acre/year for the first 6 months; \$1800/acre/year for the remainder of the first 10 years with a rental reopening to occur on years 10, 20 and 30 of the license. Rent to be determined by an independent appraisal establishing fair market rent, under the terms and conditions cited above;
 - c. The security deposit requirement for the license shall be an amount equal to six months of full rate license fees as a security deposit for the faithful performance of all of these terms and conditions. The deposit will be returned to LICENSEE upon termination of the License, but only after all of the terms and conditions of this License agreement have been observed and performed;
 - d. Licensees will be required to develop a conservation plan and seek approval from the appropriate conservation district;
 - e. The Premises may contain abandoned vehicles on site, as well as debris and rubbish and/or overgrown with grass and tall trees. Applicant accepts land “as-is” and acknowledges that ADC will not contribute or be responsible for any cleaning or clearing of the Premises;
 - f. Water will be provided by Dole Plantation until ADC acquires the irrigation system and establishes the CAM and water usage rates. Until such time, the license shall include the above referenced Water Infrastructure User Agreement labelled “Exhibit C”; and
 - g. Licensee shall be required to provide Licensor with a Good Agricultural Practice certificate within two years from execution date.
2. Declare that, pursuant to ADC’s Comprehensive Exemption List dated October 23, 2025, the proposed disposition is a de minimis action that will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment, pursuant to Chapter 343, Hawaii Revised Statutes.

Respectfully Submitted,



Alison Neustein
Acting Oahu Property Manager

Approved for Submittal:



Wendy Gady
Executive Director

Request for approval to issue a new license agreement to TENG DA, INC for 90 gross acres, more or less, of PU-04 and PU-05 for agricultural use in Wahiawa, Oahu, State of Hawaii, Tax Map Keys No. (1) 6-5-001:por of 056 and (1) 6-5-005:por of 009.
November 20, 2025

EXHIBIT A



Land Utilization Plan

Fields PU-04 & PU-05, Oahu, HI

Teng Da Inc

September 24, 2025

EXHIBIT B

1. Goal and Mission

ADC mission is our direction. Our goal is to create a modern farm in Oahu, Hawaii:

- 1) Actively participate in ADC's initiative to revitalize agricultural production in central Oahu. This was once an area dominated by pineapples and sugar.
- 2) Prove that self-sufficiency, economic sustainability, and environmental friendliness can develop harmoniously.
- 3) Prove that agriculture in Central Oahu can be attractive by generating income and improving farmers' lives and jobs.
- 4) Give full play to agricultural synergy and scale efficiency, use advanced agricultural technology and management, and reduce comprehensive agricultural costs.
- 5) Help Hawaii reduce its dependence on imported food by providing a diverse range of agricultural products.
- 6) Comply with the requirements of the Food Safety Modernization Act (FSMA).

2. Product and Development Plan

Based on recent marketing practices and the initial analysis of the 75 acres leasehold land PU-04 and PU-5, which is much less than 200 acres we initially applied for, we must get focus and adjust our initial plan to only growing: Basil, Taro, Hawaii Purple Sweet Potato, and Dragon Fruit.

We will continue to grow basil on the currently leased land until the ADC land has completed its initial development scale.

Once we sign the lease of PU-04 and PU-5, we will work on the aspects below:

- 1) To generate cash flow as quickly as possible, we will plant Basil, Taro, and Dragon Fruit on the 35 acres of PU-05 land. We plan to plant Dragon Fruit on the west end of the land to provide ideal isolation from nearby residents.
- 2) We plan to plant Hawaii Purple Sweet Potato on the 40-acre plot PU-04. However, access to the area is difficult. We need the assistance of ADC and the cooperation of Dole Plantations to demarcate the boundaries and clear the land before commencing any agricultural activity.
- 3) Once our land application is approved by the ADC and sign the long-term land lease, we are soon to start preparing a soil and water conservation plan. We will consult West Oahu Soil and Water Conservation District (SWCD) for developing a detailed implementation plan, including the development of irrigation water infrastructure, soil and water protection infrastructure, and windbreak walls as needed.

Request for approval to issue a new license agreement to TENG DA, INC for 90 gross acres, more or less, of PU-04 and PU-05 for agricultural use in Wahiawa, Oahu, State of Hawaii, Tax Map Keys No. (1) 6-5-001:por of 056 and (1) 6-5-005:por of 009.
November 20, 2025

EXHIBIT B continued

Land Utilization Plan

3. Lot Location

Actual total acres: 75
PU-04 – 40 acres
PU-05 – 35 acres



4. Organization

TENG DA INC was established for 11 years in Waianae of Hawaii in April 2014, with Tax Licenses Account: GE-128-284-6720-01.

The organization structure is to be complete along with the farm expanding with the new leasing lands from ADC.

The org structure is below:

- 1) President: Mr. YIDA ZENG
- 2) Food Safety Manager: Ms. YALAN ZENG
- 3) Production Crew: new worker heads, one for Basil, one for Taro, one for Hawaii Purple Sweet Potato, and necessary farm workers.
- 4) General Management: new hire.
- 5) Warehouse and Packing: new hire.
- 6) Marketing Management: Mr. YIDA ZENG
- 7) Finance and Accounting Management: Ms. YALAN ZENG

Request for approval to issue a new license agreement to TENG DA, INC for 90 gross acres, more or less, of PU-04 and PU-05 for agricultural use in Wahiawa, Oahu, State of Hawaii, Tax Map Keys No. (1) 6-5-001:por of 056 and (1) 6-5-005:por of 009.
November 20, 2025

EXHIBIT B continued

Land Utilization Plan

5. Land Utilization & Cash Flow

Category	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Acres:					
Basil	5	10	25	25	25
Taro	2	4	8	8	8
Dragon Fruit	2	2	2	2	2
Purple Sweet Potato	10	40	40	40	40
Total Acres:	19	56	75	75	75
Labor Counts:					
Basil	2	4	10	10	10
Taro	1	2	4	4	4
Dragon Fruit	1	1	1	1	1
Purple Sweet Potato	2	8	8	8	8
Total Labor Counts:	6	15	23	23	23
Income:					
Basil	360,000	720,000	1,800,000	1,800,000	1,800,000
Taro	180,000	360,000	720,000	720,000	720,000
Dragon Fruit	120,000	120,000	120,000	120,000	120,000
Purple Sweet Potato	594,000	2,376,000	2,376,000	2,376,000	2,376,000
Loans					
Cash					
Total Income (USD):	1,254,000	3,576,000	5,016,000	5,016,000	5,016,000
Expenses:					
Labor	504,000	1,260,000	1,932,000	1,932,000	1,932,000
Contractor (labor, machinery)	126,000	371,368	497,368	497,368	497,368
Farm supplies (fertilizer, pesticides, etc.)	114,000	336,000	450,000	450,000	450,000
Irrigation supplies	38,000	112,000	150,000	150,000	150,000
Car and truck expenses	228,000	672,000	900,000	900,000	900,000
Gasoline; fuel expenses	24,000	70,737	94,737	94,737	94,737
Lease rent (land)	27,000	27,000	27,000	27,000	27,000
Repairs and maintenance	4,800	14,147	18,947	18,947	18,947
Insurance	4,560	13,440	18,000	18,000	18,000
Marketing	10,000	10,000	10,000	10,000	10,000
Storage and warehousing	36,000	36,000	36,000	36,000	36,000
Land Clearing/Preparation	50,000	10,000	10,000	10,000	10,000
Soil Conservation Plan	20,000	20,000	5,000	5,000	5,000
Total Expenses (USD):	1,186,360	2,952,693	4,149,053	4,149,053	4,149,053
Net Cash Flow (USD):	67,640	623,307	866,947	866,947	866,947

6. Land Preparation

For field PU-04, the overgrown weeds and trees reaching heights of over one person completely obscure the roads and boundaries, making them impassable unless cleared.

Approximately half of the land near the eastern end of field PU-05 is covered in weeds and shrubs.

All of this requires large-scale and heavy-duty machinery and equipment to complete boundary demarcation, road construction, and clearing. Labor and heavy-duty

Request for approval to issue a new license agreement to TENG DA, INC for 90 gross acres, more or less, of PU-04 and PU-05 for agricultural use in Wahiawa, Oahu, State of Hawaii, Tax Map Keys No. (1) 6-5-001:por of 056 and (1) 6-5-005:por of 009.
November 20, 2025

EXHIBIT B continued

Land Utilization Plan

equipment rental costs are difficult to reasonably estimate. A more realistic estimate can only be obtained after a comprehensive site survey and consultation on project pricing.

However, we hope that all this work can be completed before the plantation activities with the guidance, assistance, and support of the ADC. Therefore, we hope to receive their strong support from ADC.

EXHIBIT C

Addendum to License Agreement LI-PU-25-03

Water Infrastructure User Agreement

This Addendum to License Agreement LI-PU-25-03 is entered into between the State of Hawai‘i, Agribusiness Development Corporation (“ADC”), whose address is 235 S. Beretania Street, Suite 205, Honolulu, Hawai‘i 96813, and TENG DA, INC (“USER”) whose address is 86-116 Puhawaii Road, Waianae, HI 96792, each a “Party” and collectively “Parties”.

Whereas the USER desires to use water delivered through irrigation infrastructure owned by Dole Food Company, Inc. (“Dole”), USER hereby enters into this Water Infrastructure User Agreement (“Agreement”) and agrees to comply with the terms of this Agreement as an addendum to License Agreement LI-PU-25-02 (“License”), and pursuant to Chapter 174C, *Hawaii Revised Statutes*, and other applicable state and federal laws, rules, regulations, and City and County of Honolulu ordinances, now or hereafter in effect.

To that end, the Parties agree to the following terms:

1. Term: This Agreement shall be effective and coterminous with the License, and shall terminate upon the termination of the License, when USER quits the property covered by the License, or upon the earlier termination of this Agreement or the License at ADC’s discretion, whichever shall first occur.
2. Availability: Dole agrees to allow the USER to draw water excess to Dole’s requirements but does not intend to become obligated to provide water to the USER in a minimum or unlimited quantity and does not intend to dedicate its facilities to public use or become a public utility. USER expressly acknowledges that ADC does not guarantee the availability of water.
3. Character of Use: Water delivered by Dole shall be used only for agriculture-related purposes, in accordance with the terms of USER’S License and conservation plan.
4. Potability: USER acknowledges that water obtained from Dole is not potable. USER is solely responsible for their use of water.
5. Fees and Schedule: USER agrees to pay Dole’s rate per gallon of water as metered, based on current rates in the Water Facility Agreement between ADC and Dole effective May 1, 2024, plus applicable taxes. USER also agrees to pay the cost of acquisition and installation of water meters of an appropriate type, size and capability as a condition of water delivery. ADC shall invoice USER on or around the 15th of every month for the

previous month of service for the volume of water delivered and all other incidental costs such as the cost of the water meter, and a monthly ADC service fee of \$0.00 for clerical and other costs, commencing from the effective date of this Agreement. Payment shall be due on the 15th of the month after the date of invoice. ADC reserves the right to assess a monthly late fee of 5% on USER's past-due balance for each month of delinquency. ADC reserves the right to adjust future water rates, commencing on January 1st of each year thereafter, payment terms, policies, and time and place of payment, from time to time, as determined by ADC's Board of Directors, and subject to the costs associated with operating and maintaining the well and delivery systems. USER expressly acknowledges that ADC is only providing infrastructure for the delivery of water and is not selling water.

6. Operation: The meter and main valve shall be part of the property, and under the sole control of ADC. USER is expressly prohibited from manipulating or adjusting valves, meters, or flow under ADC's control. Violations of this term shall constitute grounds for both the immediate termination of this Agreement and termination of water. USER agrees to promptly report any meter or system issues to ADC, or their contracted system operator. USER is prohibited from tampering with, adjusting, desecrating, or intruding upon any portion of the water system, prior to and including, the meter, or any other point of the water system that exists upstream of the meter.
7. Infrastructure: All water delivery infrastructure from the water source, up to and including the main meter, is the property of Dole. ADC shall install, at the USER'S expense, a meter to monitor USER's water use. ADC, or their contracted system operator, shall be solely responsible for monitoring and maintaining the meter, and reserves the right to repair or replace the meter, as necessary, and bill associated costs to the USER. USER shall be responsible for the installation, management, maintenance, and repair of all infrastructure from the meter to the various distribution points in their fields.
8. Improvements: USER agrees to provide ADC with drawings and schematics of all irrigation lines in relation to the premises, including meters, valves, junctions, backflow preventers, connections, boosters, etc., and to update those drawings and schematics as USER's system is modified or improved.
9. Water Storage: USER shall maintain and repair, at USER's sole cost, any reservoir or other water storage facilities (collectively "Water Storage") on the licensed premises to a condition acceptable to ADC. ADC shall have no obligation whatsoever to construct, maintain, or repair the Water Storage. Any improvements made to the Water Storage must be approved by ADC in accordance with the License. Any damage to ADC's Water Storage or to any third party as a result of misuse or negligence by User shall be User's responsibility.
10. Contamination: USER shall always maintain either a minimum three-foot airgap between the termination of any Water Storage feed line and the surface of the Water, OR a back-flow preventer, positioned between the meter and the Water Storage, to prevent back-flow contamination of Dole's irrigation main line.

11. Hold Harmless: USER agrees to hold ADC harmless from any damages, including loss of crops due to availability, quantity, potability, or suitability of the water ADC provides. This paragraph shall survive the termination of this Agreement.
12. Indemnity: USER shall indemnify, defend, and hold harmless the State of Hawai‘i, ADC, and their officers, employees, and agents from and against any claim or demand for loss, liability, damage, cost, expense, and attorneys’ fees, including claims for property damage, personal injury, or wrongful death, arising out of any act or omission of USER, and from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants, and conditions herein or the laws, ordinances, rules, and regulations of the federal, state, or county governments now or hereafter in effect. This paragraph shall survive the termination of this Agreement.
13. Force Majeure: ADC shall not be liable for any failure of or delay in the performance of this Agreement for the period, provided that such failure or delay is beyond the reasonable control of the parties, materially affects the performance of any of its obligations under this Agreement, and could not have been reasonably foreseen or provided against.
14. Governance: USER agrees to comply with and be bound by any bylaws, rules, and policies of ADC, and the laws, ordinances, rules, and regulations of the federal, state, or county governments, now or hereafter in effect. It is expressly agreed that this Agreement shall be governed by the laws of the State of Hawai‘i, and that any lawsuit or disagreement shall be brought in a court of the State of Hawai‘i.
15. Severability: Should any provision of this Agreement be declared void or unenforceable, all remaining provisions shall remain in full force and effect.
16. Default: In the event the USER shall default on any provision of this Agreement that is not delinquency-related, by refusing or failing, without just cause, to utilize the water delivery system in a manner as set forth in this Agreement, ADC may issue a Letter of Default with an itemized list of corrective actions. USER shall have thirty-days from the date of the letter to satisfactorily address the list of corrective actions, after which ADC reserves the right to sever USER’s water connection until all corrective actions have been satisfactorily made. ADC may restore the water connection upon written request from USER. For defaults involving non-payment or partial payment, ADC reserves the right to shut off water immediately at such time that delinquency occurs, as determined by the invoice due date. Reconnection shall occur only after full payment has been made, and upon written request from the USER.
17. This Agreement sets forth all of the contracts, agreements, conditions, understandings, promises, warranties and representations between the ADC and this USER regarding the use of Dole’s irrigation infrastructure for delivery of water from Dole to this USER. This Agreement supersedes all prior contracts, agreements, conditions, understandings,

Request for approval to issue a new license agreement to TENG DA, INC for 90 gross acres, more or less, of PU-04 and PU-05 for agricultural use in Wahiawa, Oahu, State of Hawaii, Tax Map Keys No. (1) 6-5-001:por of 056 and (1) 6-5-005:por of 009.
November 20, 2025

promises, warranties, and representations oral or written, express or implied, between ADC and this USER other than as set forth or as referred to herein.

[Signature page follows.]

Request for approval to issue a new license agreement to TENG DA, INC for 90 gross acres, more or less, of PU-04 and PU-05 for agricultural use in Wahiawa, Oahu, State of Hawaii, Tax Map Keys No. (1) 6-5-001:por of 056 and (1) 6-5-005:por of 009.
November 20, 2025

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this ____ day of _____, 2025.

LICENSOR

STATE OF HAWAII,
AGRIBUSINESS DEVELOPMENT
CORPORATION

APPROVED AS TO FORM:

By _____
Its Executive Director

Deputy Attorney General

LICENSEE
TENG DA, INC, a Hawaii corporation

By: _____
Yida Zeng
Its: Owner

Date: _____

EXHIBIT D

LICENSE AGREEMENT NO. LI-PU-25-03

between

STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION
as LICENSOR

and

TENG DA, INC
an Hawai'i corporation
as LICENSEE

STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION

LICENSE AGREEMENT NO. LI-PU-25-03

THIS LICENSE made and issued this _____ day of _____, 20__, by and between the State of Hawaii by its AGRIBUSINESS DEVELOPMENT CORPORATION, the place of business and mailing address of which is 235 S. Beretania Street, Room 205, Honolulu, Hawaii 96813, hereinafter called "LICENSOR," and TENG DA, INC., an Hawai'i corporation, of which the business and post office address in the State of Hawaii for purposes of this License Agreement is 86-116 Puhawai Road, Waianae, Hawai'i 96792, hereinafter called "LICENSEE."

W I T N E S S E T H:

WHEREAS, LICENSOR owns and is obligated to manage and operate that certain parcel of land situated at Wahiawa, Oahu, identified by Tax Map Key numbers (1) 6-5-001:por of 056 and (1) 6-5-005:por of 009, containing a gross area of approximately 90 tillable acres, with PU-04 containing 50 gross tillable acres and PU-05 containing 40 gross tillable acres, more or less hereinafter referred to as the "Property"; and LICENSOR is authorized to grant licenses for the use of this land for agricultural and related purposes; and

WHEREAS, LICENSEE has requested a license to use a portion of said Property at Wahiawa, Oahu for cultivation and production purposes; and

NOW, THEREFORE, in consideration of the terms and conditions herein contained to be observed and performed by LICENSEE, LICENSOR, pursuant to and as set forth in this License, hereby grants to LICENSEE an exclusive license to use that portion of land, Tax Map Keys (1) 6-5-001:por of 056 and (1) 6-5-005:por of 009, outlined on the map attached hereto and incorporated herein as Exhibit "A", containing a land area of approximately 90 tillable acres, with PU-04 containing 50 gross tillable acres and PU-05 containing 40 gross tillable acres, more or less, hereinafter referred to as the "Premises." The "Premises" shall not include any areas containing or consisting of any common infrastructure improvements serving the Premises that are under the control, operation, or management of any entity, including LICENSOR.

The license of the Premises hereby granted by LICENSOR to LICENSEE shall be together with the right to use, in common with

other licensees or revocable permittees of other lands included with the Property, the roadways providing ingress into and egress from the Premises and the right to use utility easements serving the Premises (excluding such easements for common infrastructure improvements that are under the exclusive control, operation, and management of the LICENSOR).

THE TERMS AND CONDITIONS upon which LICENSOR grants the aforesaid license, right, and privilege are as follows:

1. Term. The term of this License is for thirty-five (35) years, or until such time as LICENSEE ceases to operate the agribusiness or other permitted use, unless this License is sooner terminated as hereinafter provided.
2. License Fee. The base license fee for the tillable acres of this License shall be as outlined in the following table, payable in advance, without notice or demand, in monthly installments on or before the first of each month.

WHEN	RENT
Upon execution for the 1 st	Tillable acres: \$900/acre/year
six months of 1st year	Non-Tillable acres: \$1.00/acre/year
Year .5 - 10	Tillable acres: \$1800/acre/year
	Non-Tillable acres: \$1.00/acre/year
Year 11 - 20	The fair market rental shall be determined by an appraiser
Year 21-35	The fair market rental shall be determined by an appraiser

LICENSOR and LICENSEE agree that the Premises consist of 90.00 tillable acres and -0- non-tillable acres. For purposes of this License, "tillable acres" shall include all portions of the Premises measured in acres that are suited for cultivation in accordance with normal agronomic practices, and "non-tillable acres" shall include all portions of the Premises measured in acres that are not suited for cultivation in accordance with normal agronomic practices.

3. (Reserved).
4. Increase of Base Annual License Fee. No less than six months before the end of the tenth and twentieth years of the License, the LICENSOR shall procure an independent appraisal on which to base an increase of the Base Annual License Fee. The amended Base Annual License Fee shall be effective on the first day of the eleventh year and then again on the first day of the twenty-

first year of the License and memorialized and executed by an Amendment to this License.

5. Determination of Rent Upon Reopening. Rent to be determined by an independent appraisal establishing fair market rent, subject to review and approval by the Executive Director. The fair market rental shall be determined by an appraiser whose services shall have been contracted for by the Licensor; provided that should the LICENSEE fail to agree to such fair market rental, Licensee may appoint its own appraiser who, together with the LICENSOR's appraiser, shall promptly appoint a third appraiser and the fair market rental shall be determined by arbitration as provided by Section 658-1, Hawaii Revised Statutes. The LICENSEE shall pay for the services of its own appraiser and the cost for the services of the third appraiser shall be borne equally by the Licensor and Licensee.
6. Interest on Delinquent License Fees. The interest rate on the principal amount of any and all unpaid or delinquent license fee payments shall be one percent (1%) per month, plus a service charge of FIFTY AND NO/100 DOLLARS (\$50.00) per month for each delinquent payment.
7. [Reserved.]
8. Taxes, Assessments, and Utilities. LICENSEE shall pay, if and when due, LICENSEE's proportionate share of all taxes and similar rates, assessments, charges, and outgoings, if any, of every nature and kind whatsoever, which shall during the term of this License be lawfully charged, assessed, imposed, or become due and payable upon or in respect of the Premises and the improvements now on or hereafter erected by LICENSEE thereon.
9. Character of Use. LICENSEE shall not do or commit, or permit or suffer to be done, any willful or voluntary waste or destruction in and upon the Premises, any nuisance in and upon the Premises, or any unlawful or improper use of the Premises.
 - (a) LICENSEE shall use the Premises solely for diversified agriculture purposes, as set forth in LICENSEE's land utilization plan attached hereto as Exhibit "B". LICENSEE's use of the Premises shall be subject to any recorded covenants, conditions, and restrictions of any and all recorded encumbrances on the Premises existing as of the date of this License.

- (b) No livestock production operations shall be conducted on the Premises without the prior approval of the State Department of Health.
- (c) All livestock production operations shall be operated and maintained so as not to create any public health problems as determined by the State Department of Health.
- (d) No cesspools shall be constructed on the Premises. However, upon approval from the State Department of Health, LICENSEE may use alternative wastewater treatment and disposal systems which do not pose a threat to the groundwater.
- (e) No solid or liquid animal waste shall be disposed of at the Premises. Disposal of all solid and liquid animal waste must be by a means acceptable to the State Department of Health.
- (f) LICENSEE shall take appropriate steps to reduce the risk of any excessive soil erosion by reason of LICENSEE's use of the Premises by LICENSEE and to address any material increase in weeds or litter on the Premises.

10. Utilization and Development of the Land. LICENSEE shall utilize and develop the Premises in accordance with LICENSEE's plan for utilization and development which has been approved by LICENSOR before execution of this License and which is incorporated in LICENSEE's land utilization plan attached as Exhibit "B" hereto. Any material modification or deviation from LICENSEE's utilization and development plan without the prior written approval of LICENSOR may constitute a breach of this License and a cause for the termination thereof.

11. Sublicensing. LICENSEE shall not sublicense or rent the whole or any portion of the Premises without the prior consent of LICENSOR, which consent may be withheld in LICENSOR's sole discretion. Any sublicensing request shall be submitted in writing to LICENSOR, together with a copy of the sub-licensee's land utilization plan and rental payment schedule for LICENSOR's consideration. Profit on any sublicense charges is neither allowed, nor shall be sought by LICENSEE.

12. Good Husbandry and Conservation Practices. Insofar as LICENSEE's use of the Premises (as set forth in LICENSEE's land

utilization plan) includes the breeding, feeding, and keeping of livestock or other animals, LICENSEE shall at all times practice good husbandry with regard to the use of the Premises for the use permitted. LICENSEE shall carry out a program of conservation based upon a conservation plan developed by LICENSEE in cooperation with the appropriate Soil and Water Conservation District. The conservation program shall be in accordance with a conservation plan which shall be submitted to LICENSOR for acceptance within one (1) year following the date of this License. The conservation plan shall include, but not be limited to, those practices such as land clearing, cropping system, irrigation system, drainage, noxious weed control, and other measures needed to protect the land against deterioration and to prevent environmental degradation; provided, however, that this requirement may be waived for licenses, premises, or uses with little or no apparent conservation problems when verified by the appropriate Soil and Water Conservation District. In the event the activities of LICENSEE in this regard shall be found to be contradictory to the aforesaid conservation plan or unsatisfactory to LICENSOR, LICENSOR shall notify LICENSEE and LICENSEE shall be required, within sixty (60) days of the notice, to cure or correct the contradictory or unsatisfactory condition and submit proof of such cure or correction that is satisfactory to LICENSOR.

13. Sanitation. LICENSEE shall keep the Premises and improvements in a strictly clean, sanitary, and orderly condition and shall use reasonable and prudent measures to cut, remove, or otherwise control weeds and grass, in complete conformance with applicable laws, rules, and statutes and consistent with the terms and conditions of this License.
14. Improvements. During the term of this License, LICENSEE shall not construct, place, maintain, or install on the Premises any building, structure, signs, or improvement, except with the prior written approval of LICENSOR and upon such conditions as LICENSOR may impose. The preceding sentence shall not apply to any building, structure, signs, or improvement constructed, placed, maintained, or installed on the Premises with the consent and approval of LICENSOR under any prior permit or agreement pursuant to which LICENSEE or any of LICENSEE's permitted assigns, sub-licensees, or permittees occupied the Premises before the effective date of this License. All buildings, structures, signs, or improvements constructed, placed, maintained, or installed pursuant to this paragraph shall be in accordance with all applicable federal, state, and county laws, ordinances, and rules. The ownership thereof shall

be in LICENSEE until the expiration or sooner termination of this License, at which time the ownership thereof shall, at the option of LICENSOR, vest in LICENSOR or shall be removed by LICENSEE at LICENSEE's sole cost and expense.

15. Repairs to Improvements. LICENSEE shall, at its expense, keep, repair, and maintain all buildings, structures, and improvements now existing or hereafter constructed or installed on the Premises in good order, condition, and repair, reasonable wear and tear excepted. LICENSEE shall have no obligation under this License to keep, repair, or maintain any common infrastructure improvements.
16. Involuntary Liens. LICENSEE shall not commit or suffer any act or neglect which results in the Premises or any improvement thereon becoming subject to any involuntary attachment, lien, charge, or encumbrance, and shall indemnify, defend, and hold LICENSOR harmless from and against all attachments, liens, charges, encumbrances, and all resulting expenses affecting the Premises and caused by LICENSEE.
17. Dwelling Restrictions. The construction or placement of any structure on the Premises for residential purposes is strictly prohibited. LICENSEE, its agents, employees, and invitees shall not use the Premises as a temporary or permanent residence.
18. Non-Discrimination. LICENSEE shall not use the Premises, nor permit the Premises to be used in support of, any policy that unlawfully discriminates against anyone based upon creed, color, national origin, sex, or a physical handicap. LICENSEE shall not practice any unlawful discrimination based upon creed, color, national origin, sex, or a physical handicap.
19. Breach or Default. It is expressly agreed that this License is contingent upon the continuing condition that, if LICENSEE fails to observe or perform substantially the provisions contained herein, and if LICENSEE does not commence to cure, and diligently continue to attempt to cure, such default within sixty (60) days, or thirty (30) days where the default involves a failure to make timely license fee payments, after delivery by LICENSOR of a written notice of such failure by personal service or by registered or certified mail to LICENSEE; or, if LICENSEE becomes bankrupt or insolvent or files any debtor proceedings or takes or has taken against it for good cause any proceedings of any kind or character whatsoever under any provision of the Federal Bankruptcy Code seeking readjustment, rearrangement, postponement, composition, or reduction of

LICENSEE's debts, liabilities or obligations; then, in any such event, LICENSOR may, at its option, to the extent permitted by law, cancel this License and thereupon take immediate possession of the Premises, after a reasonable time or pursuant to any right of action which LICENSOR may have.

20. Acceptance of Rent Not a Waiver. The acceptance of rent by LICENSOR shall not be deemed a waiver of any breach by LICENSEE of any term, covenant, or condition of this License, of LICENSOR's right to re-entry for breach of covenant, or of LICENSOR's right to declare and enforce a forfeiture for any breach; and the failure of LICENSOR to insist upon strict performance of any term, covenant, or condition, or to exercise any option conferred herein, shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or option.
21. Security Deposit. Upon execution of this License, LICENSEE shall deposit with LICENSOR an amount equal to six times the monthly license fee as security for the faithful performance of all of these terms and conditions. The deposit will be returned to LICENSEE upon termination of this License, but only after all of the terms and conditions of this License Agreement have been observed and performed. The Security Deposit will be adjusted to reflect the License Fee determined during Reopening, as specified in paragraph 5.
22. Assignment. Except as expressly provided in this License, this License is not transferable. At no time during the term of the License shall LICENSEE assign, mortgage, or pledge its interest in this License, or its interest in the improvements now or hereafter erected on the Premises, without the prior written consent of LICENSOR, which consent may be withheld in LICENSOR'S sole discretion.
23. Liability Insurance. LICENSEE shall procure and maintain during the entire period of this License a policy or policies of commercial general liability insurance sufficient to protect it from and against any liability for all claims for personal injury, death, and property damage which may arise out of the exercise of rights granted herein. The policy or policies shall cover the entire Premises, including all buildings, structures, improvements, and grounds and all roadways or sidewalks on or adjacent to the Premises in the control or use of LICENSEE. The minimum limit of said policy or policies shall not be less than \$500,000.00 for each occurrence and \$1,000,000.00 aggregate,

with an insurance company or companies licensed to do business in the State of Hawaii.

LICENSEE, prior to entry and use of the Premises or within fifteen (15) days from the effective date of its License, whichever is sooner, shall furnish LICENSOR with a certificate(s) showing the policy(ies) to be initially in force, keep the certificate(s) on deposit during the entire term of the License, and furnish like certificate(s) upon each renewal of the policy(s). The certificate(s) for such insurance shall contain or be accompanied by an assurance of the insurer not to cancel the insurance, limit the scope of the coverage, or fail or refuse to renew the policy(s) until after thirty (30) days written notice has been given to LICENSEE, except that, in the event this License is terminated, said insurance may be terminated on the same date as the License. The policy shall name LICENSOR as an additional insured.

LICENSOR shall retain the right at any time to review the coverage, form, and amount of the insurance required by this License. If, in the opinion of LICENSOR, the insurance provisions in this License do not provide adequate protection for LICENSOR, LICENSOR may require LICENSEE and any permitted sub-licensee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. LICENSOR's requirements shall be reasonable and shall be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. LICENSOR shall notify LICENSEE in writing of changes in the insurance requirements and LICENSEE shall deposit copies of acceptable insurance policy(ies) or certificate(s) thereof with LICENSOR incorporating the required changes within thirty (30) days of LICENSEE's receipt of the notice from LICENSOR requiring the same.

The procuring of the required policy(ies) of insurance shall not be construed to limit LICENSEE's liability under this License. Notwithstanding the policy(ies) of insurance, LICENSEE shall be obligated for the full and total amount of any damage, injury, or loss caused by LICENSEE's negligence or neglect connected with this License.

24. Property Insurance. At all times during the term of this License, LICENSEE shall at its own cost and expense keep any state-owned improvements, which are located on the Premises and which are identified by LICENSOR prior to the commencement date of this License Agreement (but which are not licensed to the

Future Coop pursuant to the MOA), insured against loss or damage by fire and other hazards, casualties, and contingencies for the full insurable value of those improvements. The policy shall name LICENSOR as an additional insured.

LICENSEE shall furnish to LICENSOR on or before the commencement date of its License a certificate showing such policy(ies) to be in full force and effect and shall furnish a like certificate upon each renewal of the policy(ies). Each certificate shall contain or be accompanied by an assurance of the insurer not to cancel the insurance, limit the scope of the coverage, or fail or refuse to renew the policy(s) until after thirty (30) days written notice has been given to LICENSEE, except that, in the event this License is terminated, said insurance may be terminated on the same date as the License. The policy(ies) shall also provide that all rights or claims of subrogation against the State of Hawaii, its officers, employees, and agents are waived.

25. Right to Enter. LICENSOR reserves the right for its agents or representatives, at all reasonable times during the term, to enter and cross any portion of the Premises at any time for the purpose of performing any public or official duties.
26. Inspection of Premises. LICENSEE shall permit LICENSOR and its agents or representatives, at all reasonable times during the term, to enter the Premises and examine the state of repair and condition thereof and the improvements, equipment, chattels, books, and records of LICENSEE in connection with the administration of this License.
27. Surrender. At the end of the term or other sooner termination of this License, LICENSEE shall peaceably deliver unto LICENSOR possession of the Premises, together with all improvements existing or constructed thereon, unless provided otherwise in this License. Furthermore, upon the expiration, termination, or revocation of this License, should LICENSEE fail to remove any and all of LICENSEE's personal property from the Premises, LICENSOR may remove or dispose of any and all personal property from the Premises and either deem the personal property abandoned and dispose of the personal property or place such personal property in storage at the cost and expense of LICENSEE. LICENSEE shall pay all costs and expenses for removal, disposal, transporting, and storage of LICENSEE's personal property. The provisions of this paragraph shall survive the expiration or earlier termination of this License.

28. Withdrawal for Public Purpose; Condemnation.

A. Withdrawal for a Public Purpose. LICENSOR shall have the right to withdraw the Premises, or any portion thereof, at any time during the term of this License with reasonable notice and without compensation, except as provided herein, for public uses or purposes, for constructing new roads or extensions, or changes in line or grade of existing roads, for rights-of-way and easements of all kinds, and the Premises shall be subject to the right of LICENSOR to remove soil, rock, or gravel as may be necessary for the construction of roads and rights-of-way within or without the Premises; provided that, upon any withdrawal or taking which causes any portion of the Premises to become unusable for the specific use or uses for which it was licensed, the base annual rent shall be reduced in proportion to the value of the Premises withdrawn or made unusable. If any permanent improvement constructed upon the land by LICENSEE is destroyed or made unusable in the process of any withdrawal or taking, the proportionate value thereof shall be paid by LICENSOR to LICENSEE based upon the unexpired term of this License; provided that no withdrawal or taking shall be had as to those portions of the Premises which are then under cultivation with any trees or crops until such trees or crops are harvested, unless LICENSOR pays to LICENSEE the value of the trees and crops; and provided further that, upon any withdrawal or taking, LICENSEE shall be compensated for the present value of all permanent improvements in place at the time of withdrawal or taking that were legally constructed upon the Premises by LICENSEE being withdrawn or taken or that are made unusable because of such withdrawal or taking.

If any withdrawal or taking in LICENSEE's reasonable determination makes the Premises unusable by LICENSEE for the purposes and uses for which LICENSEE is then using the Premises, LICENSEE shall have the right to terminate this License Agreement, without waiving any other rights of LICENSEE by reason of such withdrawal or taking.

B. Condemnation. If at any time, during the term of this License Agreement, any portion of the Premises shall be condemned or required for public purposes by the Federal government or any county or city and county, or any governmental agency of either, the base annual license fee and any other charges under this License Agreement, including LICENSEE's proportionate share of Common Infrastructure Improvement Costs, shall be reduced in proportion to the value of the portion of the Premises condemned. LICENSEE shall be entitled to receive from the condemning

authority (a) the value of growing crops, if any, which LICENSEE is not permitted to harvest, and (b) the proportionate value of LICENSEE's permanent improvements so taken in the proportion that it bears to the unexpired term of the License Agreement; provided, that LICENSEE may, in the alternative, remove and relocate its improvements to the remainder of the Premises occupied by LICENSEE. LICENSEE shall not by reason of the condemnation be entitled to any claim against the LICENSOR for compensation or indemnity for the license interest and all compensation payable or to be paid for or on account of the land comprising the Premises by reason of the condemnation shall be payable to and be the sole property of the LICENSOR. The foregoing rights of LICENSEE shall not be exclusive of any other rights to which LICENSEE may be entitled by law, and LICENSEE shall have the right to claim and recover from the condemning authority, but not from LICENSOR, such compensation as may be separately awarded or recoverable in LICENSEE's own right on account of such condemnation of LICENSEE's interest under this License Agreement and any improvements constructed by LICENSEE on the Premises. Where the portion of the Premises taken renders the remainder of the Premises unsuitable for the use or uses for which the Premises were licensed, LICENSEE shall have the option to surrender this lease and be discharged and relieved from any further liability; provided, that LICENSEE may remove the permanent improvements constructed, erected, and placed by it within any reasonable period allowed by the LICENSOR.

29. Inspection by Prospective Bidders. For purposes of informing and apprising that person or persons of the condition of the Premises preparatory to the proposed disposition thereof at the expiration of the term or earlier termination of this License Agreement, LICENSOR shall have the right to authorize any person or persons to enter upon and inspect the Premises at all reasonable times following an announcement at any of LICENSOR's public meetings of any proposed disposition of the Premises; provided, however, that any entry and inspection shall be conducted during reasonable hours after notice to enter is first given to LICENSEE, and shall, if LICENSEE so requires, be made in the company of LICENSEE or designated agents of LICENSEE.
30. Extension of Time. Notwithstanding any provision to the contrary, wherever applicable, LICENSOR, for good cause shown, may allow additional time beyond the time or times specified herein in which LICENSEE may comply, observe, and perform any of the terms, conditions, and covenants contained in this License.

31. Quiet Enjoyment. LICENSOR covenants and agrees with LICENSEE that, upon payment of rent at the times and in the manner specified and upon the observance and performance of the covenants, terms, and conditions hereof on the part of LICENSEE to be observed and performed, LICENSEE shall have, hold, possess, and enjoy the Premises for the term that the same are licensed to LICENSEE hereunder, without hindrance or interruption by LICENSOR or any other person or persons lawfully claiming by, through, or under LICENSOR.
32. Abandonment and Termination. If, after putting the Premises into service, LICENSEE abandons or ceases to use the Premises for a period of four (4) or more consecutive months, LICENSOR shall have the right to terminate this License Agreement. Any abandonment, termination, or cessation shall not affect or release any liability of LICENSEE at such time existing by reason of a breach of any of the terms hereof.
33. Non-warranty. LICENSOR does not warrant the condition of the Premises, as the same is being licensed "as is." LICENSEE assumes all risks incident to its use. Notwithstanding the foregoing or any other provision of this License Agreement, LICENSEE does not assume liability or responsibility for any hazardous material claims resulting from, arising out of, or relating to any hazardous materials on the Premises or hazardous discharge occurring prior to the date of this License Agreement, and LICENSOR (and/or LICENSOR's predecessors in interest) shall be solely responsible for and in respect of any such hazardous materials claims.
34. LICENSEE's Risk. Any and all goods, wares, farm supplies, produce, equipment, and personal property of any kind or description that may be on the Premises at any time during the term of this License Agreement, regardless of ownership of such property, shall be at the sole risk and hazard of LICENSEE, and LICENSOR shall not be liable or responsible for any loss thereof or damage thereto caused by theft, vandalism, weather, water, defective electric wiring, fire, or by any other cause whatsoever.
35. Applicable Law; Severability. This License shall be governed by and interpreted in accordance with the laws of the State of Hawaii. If any provision of this License is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected.

36. Costs of Litigation. If LICENSOR shall be made a party to any litigation commenced by or against LICENSEE (other than condemnation proceedings), without any fault on LICENSOR's part, LICENSEE shall pay all costs and expenses incurred by or imposed on LICENSOR, including, but not limited to, attorney's fees; furthermore, LICENSEE shall pay all costs and expenses which may be incurred by or paid by LICENSOR in enforcing the covenants and agreements of this License, in recovering possession of the Premises, or in the collection of delinquent license fees, taxes, and any and all other charges.

If LICENSEE shall be made a party to any litigation commenced by or against LICENSOR (other than condemnation proceedings), without any fault on LICENSEE's part, LICENSOR shall pay all costs and expenses incurred by or imposed on LICENSEE, including, but not limited to, attorney's fees; furthermore, LICENSOR shall pay all costs and expenses which may be incurred by or paid by LICENSEE in enforcing the covenants and agreements of this License; PROVIDED THAT, any such litigation arises out of any damage or personal injury resulting from wrongful or negligent acts or omissions of LICENSOR or LICENSOR's employees or agents while acting within the scope of their employment, and LICENSOR's liability for such damage or injury has been determined by a court or otherwise agreed to by LICENSOR. Unless otherwise determined by a court, LICENSOR shall pay for such costs and expenses to the extent that funds therefor have been authorized and appropriated by the Legislature of the State of Hawaii for such purpose and such funds have been allocated therefor by the executive budget process of the State of Hawaii.

37. Indemnity. LICENSEE shall indemnify, defend, and hold harmless the State of Hawaii, LICENSOR, and their officers, employees, and agents from and against any claim or demand for loss, liability, damage, cost, expense, and attorneys' fees, including claims for property damage, personal injury, or wrongful death (collectively, the "Claims") arising out of any occurrence on the Premises and roadways adjacent thereto, or occasioned by any act or nuisance made or suffered on the Premises, or by any accident or fire thereon, or growing out of or caused by any failure on the part of LICENSEE to maintain the Premises in a safe condition, or by any act or omission of LICENSEE, and from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants, and conditions herein or the laws, ordinances, rules, and regulations of the federal, state, or county governments, with the exception of Claims arising out of the wrongful or negligent acts or

omissions of LICENSOR. The provisions of this paragraph shall survive the expiration or earlier termination of this License.

38. Hunting. No hunting shall be allowed on the Premises during the term of this License.
39. Boundary Stakeout. LICENSOR shall not be responsible or liable for the surveying or boundary stakeout of the Premises. LICENSEE shall be solely responsible for any survey and boundary stakeout of the Premises.
40. Fences. LICENSEE shall, wholly at its own cost and expense, fence the whole or portion of the outside perimeter of the Premises if such fencing shall be required by LICENSOR or shall be so required by any law now in force or that may hereafter be enacted and LICENSEE shall and will maintain in good order and condition throughout the period of this License the fences so constructed and those now existing on the Premises.
41. Drainage Easements. The Premises shall be subject to drainage and flowage easements now of record or otherwise existing under law as and to the extent that the same are applicable to the Premises as of the commencement date of this License Agreement. The easement area(s) shall not be altered or used for any purposes which may obstruct flow or reduce the effectiveness of the drainage way, except with LICENSOR's prior written consent which may be conditioned upon appropriate measures undertaken by LICENSEE to divert, re-direct, retain, or detain any storm waters in a manner approved by LICENSOR. LICENSEE shall accept the storm runoff draining into and through the easement area(s), respectively, and shall be responsible for the maintenance and protection of the drainage easements against deterioration or loss of functional effectiveness.
42. Roadway and Utility Easements. The Premises shall be subject to all existing roadway and utility easements, which easements shall be in favor of property owners served by such easements, and to any and all access and other easements over and across the Premises in favor of the Future Coop or any successor or substitute entity (including LICENSOR) necessary and appropriate for the operation and maintenance of the common infrastructure serving the Property, including the Premises; provided that LICENSEE may cross and may have access over and upon all such easements located on the Premises at any point.
43. Compliance with Laws. LICENSEE shall comply with the requirements of all federal, state, and county authorities and

observe all federal, state, and county laws, ordinances, and rules pertaining to the Premises which are now in force or later may be in force.

44. Environmental Regulations. LICENSEE shall comply with all applicable federal, state, and county environmental impact regulations, including but not limited to Chapter 343, Hawaii Revised Statutes, as amended, and rules governing historic preservation. LICENSEE shall be responsible for obtaining all necessary federal, state, or county clearances.

45. Hazardous Materials. LICENSOR remains responsible for addressing any issue identified as having occurred prior to or during Del Monte Corporation's occupancy of the Premises as reported in the Phase 1 Environmental Assessment prepared by Bureau Veritas dated September 30, 2011 ("BV Report"). Any environmental issue occurring on Premises after the date of this License Agreement shall be the responsibility of LICENSEE.

(a) During the term of this License, LICENSEE shall not cause or permit the escape, disposal, or release of any hazardous materials, except as permitted by law. LICENSEE shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the Premises any such materials except to use in the ordinary course of LICENSEE's business, and then only after written notice is given to LICENSOR of the identity of such materials and upon LICENSOR's consent, which consent may be withheld at LICENSOR's sole and absolute discretion. LICENSOR may, upon reasonable request and for reasonable cause, require testing of the Premises to ascertain whether or not there has been any release of hazardous materials by LICENSEE. In the event that the results of such testing establish that there has been a release of hazardous materials on the Premises by LICENSEE, LICENSEE shall, in addition to LICENSEE's other obligations hereunder, be responsible for the cost of such testing.

LICENSEE shall execute affidavits, representations, and the like from time to time at LICENSOR's request concerning LICENSEE's best knowledge and belief regarding the presence of hazardous materials on the Premises placed or released by LICENSEE. If LICENSEE at any time becomes aware of any past, present, or

contemplated hazardous discharge or of any hazardous materials claims with respect to the Premises (other than those already disclosed in the BV Report) which could subject LICENSOR, LICENSEE, or the Premises to any liability or restrictions on ownership, occupancy, transferability, or use of the Premises under any hazardous materials laws, LICENSEE shall immediately advise LICENSOR thereof in writing and provide to LICENSOR such detailed reports thereof as may be reasonably requested by LICENSOR. LICENSOR shall have the right, in its sole discretion, to join and participate in, any settlements, remedial actions, or legal proceedings or actions initiated with respect to any hazardous materials claims.

- (b) LICENSEE shall be responsible for and shall indemnify, defend, and hold harmless LICENSOR and its employees, agents, successors, and assigns from and against any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous materials occurring on, under, or about the Premises during the term of this License, including, without limitation: (1) all foreseeable and unforeseeable consequential damages; (2) the costs of any required or necessary repair, clean-up, or detoxification of the Premises and of the preparation and implementation of any closure, remedial, or other required plans; (3) the costs of LICENSOR's investigation and handling of any hazardous materials claims, whether or not any lawsuit or other formal legal proceeding shall have been commenced with respect thereto; (4) the costs of LICENSOR's enforcement of this covenant, whether or not a lawsuit is brought therefore; and (5) all reasonable costs and expenses incurred by LICENSOR in connection with clauses (1), (2), (3), and (4) including, without limitation, reasonable attorney's fees.

- (c) The provisions of this paragraph shall survive the expiration or earlier termination of this License.

46. Level One (1) Hazardous Waste Evaluation. At any time during the term or upon termination of this License, LICENSOR, for good cause, may require LICENSEE to conduct at LICENSEE's own expense, a Level One (1) Hazardous Waste Evaluation and a

complete abatement and disposal, if necessary, satisfactory to the standards required by the Federal Environmental Protection Agency, the State Department of Health, the State Department of Agriculture, and the State Department of Land and Natural Resources, of any hazardous materials and hazardous materials claims attributable to the discharge of any hazardous materials on the Premise during the term of this License. The termination of this License will not be approved by LICENSOR unless this evaluation and abatement provision have been executed where required. This provision shall survive and continue in effect after termination of this License.

47. Soil Erosion. LICENSEE shall not engage in any activity that may result in soil erosion from water or wind. LICENSEE shall control soil erosion as completely as practicable by strip cropping and contouring, by filling in or otherwise controlling small washes or ditches that may form, and by adopting practices recommended by the Natural Resource Conservation Service (NRCS). Prior to the termination of this License, LICENSEE shall provide to LICENSOR a NRCS approved erosion control plan. The termination of this License will not be approved by LICENSOR unless LICENSEE is in full compliance with such plan to the satisfaction of NRCS and LICENSOR.
48. Encumbrances. This License is subject to all existing recorded and unrecorded encumbrances. At any time during the term of this License, LICENSOR may create easements and encumbrances upon the Premises in addition to any easements and encumbrances which currently affect the Premises, provided that any such new easements or encumbrances do not unreasonably restrict or interfere with LICENSEE's use of the Premises.
49. Interpretation. The use of any gender shall include all genders. If there is more than one LICENSEE, all words used in the singular shall extend to all LICENSEES.
50. Paragraph Headings. The article and paragraph headings herein are inserted only for convenience and reference and shall in no way define, describe, or limit the scope or intent of any provision of this License.
51. [Reserved.]
52. [Reserved.]
53. Exhibits - Incorporation in License. All Exhibits referred to in this License are attached to this License and are hereby deemed incorporated by reference.

SPECIAL CONDITIONS:

54. Exclusion of Animals from Forest Lands. LICENSEE shall at all times during the License term keep its cattle, horses, and other grazing animals out of any forest reserve, if any, adjacent to the Premises and shall take all reasonable precautions to prevent forest fires, and, in the event fires occur, it shall use all reasonable means at its command or under its control to have the fires speedily extinguished.
55. Commercial Operations. LICENSEE, its employees, customers, guests, agents, and/or invitees shall not display or offer for sale or sell any article(s) or merchandise whatsoever within the Premises without the prior written approval of LICENSOR and upon such terms and conditions established by LICENSOR. No commercial activities whatsoever, including activities such as feedlots (excepting a private feedlot designed to feed LICENSEE's own cattle), dairy milking parlors, or boarding of horses, are permitted without the prior written approval of LICENSOR.
56. Abandoned Vehicles. LICENSEE shall take all steps necessary to prevent the placing or storing of abandoned vehicles within the Premises. Any and all abandoned vehicles within the Premises shall be removed by LICENSEE at LICENSEE's cost and expense.
57. Removal of Trash. LICENSEE shall be responsible for the removal of all illegally dumped trash within the Premises at LICENSEE's cost and expense.
58. Prehistoric and Historic Remains. In the event any unanticipated historic, prehistoric, or archaeological sites or remains, such as shell, bone, or charcoal deposits, human burials, rock or coral alignments, pavings, or walls are found on the Premises, LICENSEE and LICENSEE's agents, employees, and representatives shall immediately stop all land utilization and/or work and contact the Historic Preservation Office in compliance with Chapter 6E, Hawaii Revised Statutes, and shall notify LICENSOR of these events.
59. Land Clearing. The Premises have not had a completed archaeological inventory survey. If land clearing or land alteration should need to occur in gulches or wastelands (gullies, valleys, ridges, and mountains), the State Historic Preservation Division (SHPD) shall be contacted prior to any work. A field check will be required and shall be performed by

the SHPD staff archaeologist prior to any work. Clearing by hand is the preferred method of work. If the alteration activity is on a large or significant scale or historic sites are found, then LICENSEE shall have an archaeologist inventory survey performed by a qualified archaeologist prior to any work. A report documenting the archaeological work shall be submitted to the HPD for review and approval. The report shall include:

1. detailed drawings of burials and deposits to scale,
2. sketches and photographs of all artifacts,
3. analyses of all perishable and datable remains,
4. stratigraphic profiles that are drawn and made to scale,
5. an overall map of the project area, which includes the location of all historic sites,
6. initial significance evaluations for each historic site found, and
7. documentation on the nature and age of historic sites.

If significant historic sites are found, then proposed mitigation or preservation plans must be submitted for review and approval.

If burials are discovered, a burial treatment plan shall be prepared for burial discoveries encountered during work, all in accordance with Hawaii Revised Statutes Section 6E-43.

60. Justification of sureties. The bonds that are required herein shall be supported by the obligation of a corporate surety organized for the purpose of being a surety and qualified to do business as a surety in the State of Hawaii, or by no less than two personal sureties, corporate or individual, for which justifications shall be filed as provided in section 78-20, HRS; provided that the LICENSEE may furnish a written bond in the same amount and with the same conditions, executed by it alone as obligor, or, in lieu of any surety or sureties, the LICENSEE shall furnish and at all times thereafter keep and maintain any of the forms of financial guarantee of performance that is approved by the LICENSOR.

61. Conservation Easement for Agricultural Preservation. LICENSEE shall be aware that the Property is encumbered by a Grant of Conservation Easement For Agricultural Preservation, between The Trust for Public Land, a California nonprofit public benefit corporation, and the City and County of Honolulu, a Hawai'i municipal corporation ("C&C Honolulu"). To the extent applicable to the Premises, LICENSEE shall be in full compliance with the conditions and restrictions specified in the easement.
62. Audits. LICENSOR reserves the right, for purposes of conducting an audit, to examine, and to make copies of all books, accounts, records, and receipts of LICENSEE concerning its operations under this License.
63. Land Swapping. LICENSEE is allowed, but shall not be obligated, to swap land for uses consistent with its land utilization plan with any other licensees or revocable permit holder of any portions of the Property at no cost to LICENSEE.
64. Passage and Access. LICENSEE shall not impede or restrict passage or access by other licensees or the Future Coop and its agent to other areas of the Property or to any common infrastructure serving the Property or any part thereof (including the Premises) that may be located on the Premises.
65. Holding Over. Any holding over by LICENSEE after the expiration of the term of this License with the consent of LICENSOR shall be construed to be a tenancy from month-to-month at the rent herein provided for the last year of the term of this License and shall otherwise be on the terms and conditions herein specified, so far as applicable.
66. Cropping Changes. LICENSEE shall consult with and obtain prior approval from LICENSOR before adding or making changes to the type of crops to be grown as specified in its original business plan submitted with the license application.
67. Recordation. LICENSOR and LICENSEE agree that this License Agreement or a short form or memorandum hereof may be recorded in the Bureau of Conveyances of the State of Hawaii or with the Assistant Registrar of the Land Court of the State of Hawaii, as applicable, to give notice of this License Agreement to third parties and of the license of the Premises granted hereunder by LICENSOR to LICENSEE for the term specified herein.
68. Soil and Water Conservation Plan. LICENSEE shall submit to LICENSOR a copy of its approved soil and water conservation plan within one year of the date of the execution of this License. LICENSEE shall

submit a revised soil and water conservation plan to LICENSOR if LICENSEE makes changes to its initial planting or harvesting practices which require terrain alteration.

69. Water Infrastructure User Agreement. LICENSOR has entered into an agreement with Dole Food Company, Inc. (Dole) on behalf of LICENSEE for purposes of delivering non-potable irrigation water to the Parcel. A Water Infrastructure User Agreement is attached hereto as an Addendum and incorporated by reference in this License. Neither LICENSOR nor Dole guarantees the availability of water. LICENSOR shall invoice LICENSEE every month for the previous month of service. Payment shall be due on the 15th of the month after the date of invoice. A monthly late fee of 5% on any past-due balance shall be assessed for each month of delinquency.
70. Good Agricultural Practices. LICENSEE shall submit to LICENSOR a copy of its approved Good Agricultural Practices (GAP) Certification within two years of the date of the execution of this License.
71. [Reserved.]

DEFINITIONS

As used in this License Agreement, unless the context otherwise requires:

"Diversified agriculture" means the conduct of activities concerned with the production and marketing of nursery products and horticultural crops such as vegetables, melons, orchards, flowers, foliage, and others, including activities related thereto, and shall include aquaculture, but shall not include any livestock or poultry operations.

"Property" means the approximately 1,227 acres of land situated in Wahiawa, Oahu, Hawai'i, bearing Tax Map Keys: (1)7-1-001:002, 003, 005, 012, 028, and (1)6-5-002:010 and 025.

"Premises" includes the land hereby licensed by LICENSOR to LICENSEE and all buildings and improvements now or hereinafter constructed and installed thereon except for any buildings or improvements specifically excluded from the description of the Premises in the License Agreement.

"Sub-licensing," includes any long-term or short-term rental of the property to a third party.

"Drainage easements" and "flowage easements" mean natural or improved drainage courses that serve to convey stream flows from one point to another.

"Hazardous materials" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil, including any and all flammable explosives, radioactive materials, asbestos, petroleum and oil and their products, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive

Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

"Hazardous discharge" means any event involving the use, deposit, disposal, spill, release, or discharge of any hazardous materials on, within, or under the Premises.

"Hazardous materials claims" means and includes: (i) any and all enforcement, clean-up, removal, mitigation, or other governmental or regulatory actions instituted or, to the best of LICENSEE's knowledge, contemplated or threatened, with respect to the Premises pursuant to any hazardous materials laws, and (ii) any and all claims made or, to the best of LICENSEE's knowledge, contemplated or threatened by any third party against LICENSEE or the Premises seeking damages, contribution, cost recovery, compensation, injunctive relief, or other relief resulting from any hazardous discharge or from the existence of any hazardous materials on, within, or under the Premises.

"Hazardous materials laws" means and includes all federal, state, and local laws, ordinances, and regulations now or hereafter in effect relating to environmental conditions, industrial hygiene and/or hazardous materials on, within, under, or about the Premises, including, without limitation, the Comprehensive

Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., the Hazardous Materials Transportation Act 49 U.S.C. §1801, et seq., the Clean Water Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §7401, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601 through 2629, the Safe Drinking Water Act, 42 U.S.C. §§300f through 300j, the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §§11011 through 11050, the Environmental Response Law, Chapter 128D, Hawaii Revised Statutes, and any similar state or local laws, ordinances, and the regulations now or hereafter adopted, published, and/or promulgated pursuant thereto.

"LICENSEE" includes LICENSEE, its heirs, personal representatives, executors, administrators, successors, and permitted assigns.

"Waste" includes (1) permitting the Premises or any portion thereof to become unduly eroded or failure to take proper precautions or make reasonable effort to prevent or correct same; (2) permitting any material increase in noxious weeds or alien plant species in or on the Premises or any portions thereof; (3) failure to employ all of the usable portions of the Premises; and (4) abandonment of the Premises.

"Days" shall mean calendar days, unless otherwise specified.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this _____ day of _____, 20____.

LICENSOR

STATE OF HAWAII,
AGRIBUSINESS DEVELOPMENT
CORPORATION

APPROVED AS TO FORM:

By _____
Its Executive Director

Deputy Attorney General

LICENSEE

TENG DA, INC,
a Hawaii corporation

By _____
Its

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

On this ____ day of _____, 2025, before me appeared **Wendy L. Gady**, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of the STATE OF HAWAI'I, AGRIBUSINESS DEVELOPMENT CORPORATION, a State Agency of the State of Hawai'i; and that said instrument was signed on behalf of said agency by authority of its Statutes; and said Wendy L. Gady acknowledged said instrument to be the free act and deed of said Agency of the STATE OF HAWAII.

Name: _____

Notary Public, State of Hawai'i

My commission expires: _____

(Notary Stamp or Seal)

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description:	License Agreement No. _____
Document Date: _____	
No. of Pages: _____	
Jurisdiction (in which notarial act is performed): _____	
Signature of Notary	Date of Notarization and Certification Statement
(Notary Stamp or Seal)	
Printed Name of Notary	

STATE OF HAWAII)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2025, before me personally appeared _____, personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Name: _____

Notary Public, State of Hawaii

My commission expires: _____

(Notary Stamp or Seal)

<u>NOTARY CERTIFICATION STATEMENT</u>	
Document Identification or Description:	License Agreement No. _____ _____
Document Date: _____ No. of Pages: _____ Jurisdiction (in which notarial act is performed): _____	
Signature of Notary	Date of Notarization and Certification Statement (Notary Stamp or Seal)
Printed Name of Notary _____	

STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION

STAFF SUBMITTAL TO THE BOARD OF DIRECTORS
November 20, 2025

Subject: Request for approval to issue a new license agreement to ANURAT FARM LLC for 6 gross acres, more or less of Lot GA03 for diversified agricultural use in Waialua, Oahu; Tax Map Key (1) 7-1-01-02 (por).

Applicant: ANURAT FARM LLC, (Licensee)

Authority: 163D-4(a)(5), Hawaii Revised Statutes.

Area: 6 gross acres, more or less.

Farm Lot No: Lot No. GA03 (Premises) (Exhibit "A").

Tax Map Keys: (1) 7-1-001:002 (por), containing a gross area of approximately 301.86 acres, more or less (Property).

Land Status: Acquired in fee by the State of Hawaii Agribusiness Development Corporation, December 12, 2012 from the George Galbraith estate.

Trust Land Status: Section 5(b) lands of the Hawaii Admission Act?
Yes ☐ No ☒
DHHL 30% entitlement lands pursuant to the Hawaii State Constitution?
Yes ☐ No ☒

Zoning: SLUD: Agricultural CZO: Agriculture

Character of Use: Agricultural

Land Doc. Type: License

Term: 35 years.

Rental Rate: \$1800 per tillable acre per year: 6 ac x \$1,800= \$10,800.00
\$1 per non-tillable acre per year: N/A
Total rent per year: \$10,800.00 (\$900.00 per month)

BACKGROUND:

The Agribusiness Development Corporation (ADC) published a request for land applications in early 2024 and the Licensee submitted their application. Their application was scored sufficiently high and the ADC Board of Directors (Board) voted to accept them as an awardee at their meeting on November 1, 2024. The Applicant has been farming for over 11 years in Hawaii.

OPERATIONAL PLAN: See Exhibit "B"

CONSERVATION PLAN/NPDES/BMP CONSIDERATIONS:

Licensee will be required to update their conservation plan and seek approval from the appropriate conservation district.

CHAPTER 343:

Under section 343-5(a), Hawaii Revised Statutes, an environmental assessment shall be required for actions, that propose, among other things, the “(1) use of state land or county lands, or the use of state or county funds[.]” In this case, the project is exempt, subject to the Comprehensive Exemption Type 1, Part 1, Item 5: “*Operation, repair and maintenance of existing crop production (fruits, vegetables, flowers, foliage, crops for bioenergy and forage) facilities, including but not limited to equipment storage/maintenance*”.

DISCUSSION:

The Agribusiness Development Corporation (ADC) dedicated a portion of the Galbraith Agricultural Lands (GAL) in Whitmore, Oahu to fulfill the City and County of Honolulu’s mandate to provide farm lots for small and immigrant farm operators in exchange for funding from the Clean Water and Natural Land Fund to purchase land from the Galbraith Estate. Over 400 acres were divided up into 12 farm lots ranging from 6 to 80 acres. The subject area is Lot 03, which consists of 6 gross acres, more or less, all of which is tillable land. At full rate, the license is valued at \$10,800.00 per year to ADC rental income.

Staff are asking that the security deposit requirement for the license shall be an amount equal to six months of full-rate license fees as a security deposit for the faithful performance of all of these terms and conditions. The deposit will be returned to LICENSEE upon termination of the License, but only after all of the terms and conditions of this License agreement have been observed and performed.

Licensee shall be required to provide Licensor with a Good Agricultural Practice certificate within two years from execution date.

The Applicant shall be responsible for paying for the water meter and installation costs and developing an irrigation distribution system for their designated farm lot.

All farmers using water from the Bott Well Pump Station are required to sign a water user agreement as part of their license agreement. See attached “Exhibit C”. The source water will be pumped from the Bott Well Pump Station or reservoir directly to the farmer’s fields or storage ponds. Currently, the water use permit allows for 2 million gallon per day use. The quantity of available water will be based on the user’s pro rata share of the acreage of the designated service area of the water system. In addition to the cost of their water delivery charge, farmers may be required to pay for their own water storage, pumping, and irrigation distribution system for their designated farm lots.

A Security guard is stationed at the Bott Well to provide 24-hour security to prevent theft to the Bott Well pump, industrial diesel engine and farming equipment parked at the base yard nearby. It is recommended that all Galbraith farming equipment be parked at the base yard when not in use.

The farmers may develop a base yard within their licensed area to store items, which include but is not limited to, boxes for harvesting, farming equipment and tools, fertilizers, and pesticides, provided that, the total area does not exceed 400 square feet and complies with all County, State, and Federal laws and ordinances. Pursuant to State law, single stand-alone recycled ocean shipping containers or cargo containers that are used as non-residential commercial buildings are exempt from building permit and building code requirements where they are no more than one thousand square feet in floor area. The farmer may place up to 2 shipping containers within their licensed area.

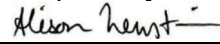
The draft License agreement is attached as “Exhibit D”.

RECOMMENDATION:

Based on the foregoing, staff recommends that the Board:

1. Approve the Request, subject to the following conditions:
 - a. The license term shall be for 35 years;
 - b. The license rents shall be \$1800/acre/year for tillable land and \$1/acre/year for non-tillable land for the first 10 years with a rental reopening to occur on years 10, 20 and 30 of the license. Rent to be determined by an independent appraisal establishing fair market rent, under the terms and conditions cited above;
 - c. Licensee will be required to develop a conservation plan and seek approval from the appropriate conservation district;
 - d. Applicant accepts land “as-is” and acknowledges that ADC will not contribute or be responsible for any cleaning or clearing of the Premises;
 - e. The License shall include the above referenced Water Infrastructure User Agreement labelled “Exhibit C”;
 - f. Licensees shall not sublet any portion of the Premises without the prior approval of ADC; and
 - g. Licensee shall be required to provide Licensors with a Good Agricultural Practice certificate within two years from execution date.
2. Declare that, pursuant to ADC’s Comprehensive Exemption List dated October 23, 2025, the proposed disposition is a de minimis action that will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment, pursuant to Chapter 343, Hawaii Revised Statutes.

Respectfully Submitted,



ALISON NEUSTEIN

Acting Oahu Property Manager

Approved for Submittal:



Wendy Gady
Executive Director

November 20, 2025

[illegible]

EXHIBIT B

LAND UTILIZATION PLAN FIELD GA-03, WAHIAWA ANURAT FARM LLC

Organization and Management

Warawut Truatnok and Anurat Truatnok are the farm managers and partners of Anurat Farm LLC. They will oversee all aspects of the farm operation on Field GA-03 — including planning, land preparation, planting, maintenance, harvesting, and distribution.

Both partners will participate in decision-making regarding crop selection, marketing strategy, and long-term development of the farm. Each manager will be responsible for daily operations and labor coordination.

The operation will begin on 6 acres of leased agricultural land and is designed to combine short-term and long-term crop production for continuous yield and sustainable cash flow.

The number of employees will be adjusted according to production needs, with additional seasonal workers hired during planting and harvesting periods.

Development Plan

The proposed farm area on Field GA-03 consists of approximately 6 acres. The land will be developed and maintained for both short-term vegetable crops and long-term orchard crops.

Year 1–2: Land Preparation and Short-Term Crop Production

During the first two years, land clearing, soil preparation, and basic infrastructure improvements (such as irrigation, fencing, and access road maintenance) will be completed. Short-term vegetable crops will be established to generate early income while orchard crops mature.

Short-term crops to be planted (with estimated price per pound):

- Long Daikon: 2-month planting cycle — *\$0.80–\$1.20 per lb*
- Cucumber: 3-month planting cycle — *\$0.80–\$1.50 per lb*
- Long Beans: 3-month planting cycle — *\$1.80–\$3.50 per lb*
- Tomato: 3-month planting cycle — *\$1.50–\$2.50 per lb*

Multiple planting cycles per year will ensure continuous production and steady cash flow.

Long-term orchard crops established in Year 1 (with estimated price per pound):

- Banana: 1-year harvest cycle — *\$1.20 per lb*
- Papaya: 1-year harvest cycle — *\$1.00 per lb*
- Mango: 3–5-year maturity — *\$3.00 per lb*
- Avocado: 3–5-year maturity — *\$5.00 per lb*

Year 3–5: Orchard Expansion and Sustained Mixed Production

From Year 3 onward, production will shift toward maintaining a balance of vegetable crops and maturing orchard trees. By Year 5, the farm will have full utilization of the 6 acres — approximately 3 acres for orchard crops and 3 acres for rotational vegetables.

Request for approval to issue a new license agreement to ANURAT FARM LLC for 6 gross acres, more or less of Lot GA03 for diversified agricultural use in Waialua, Oahu; Tax Map Key (1) 7-1-01-02 (por).
November 20, 2025

This plan ensures continuous production, effective land use, and diversification to reduce crop risk.

Estimated Crop Allocation at Full Operation:	Acreage	Crop Cycle
Crop Type		
Long Daikon	1 acre	2 months
Cucumber	1 acre	3 months
Long Beans	1 acre	3 months
Tomato	1 acre	3 months
Banana	1 acre	1 year
Papaya, Mango, Avocado (mixed orchard)	1 acre	1–5 years

EXHIBIT C

Water User Agreement

Addendum to License Agreement LI-GA_____

Exhibit _____

This Agreement entered into between the State of Hawaii Agribusiness Development Corporation ("ADC") whose address is 235 S Beretania St Ste 205, Honolulu Hawaii 96813, and ANURAT FARM LLC. ("USER") whose address is P. O. Box 286 Kunia, Hawaii, 96759.

Whereas the USER desires to use water delivered through irrigation infrastructure owned by ADC, USER hereby enters into this Water User Agreement ("Agreement") and agrees to comply with the terms of this Agreement, their License Agreement No. LI-GA_____ ("License"), HRS ch. 174C, and any other applicable county ordinances and state and federal laws, rules and regulations, now or hereafter in effect.

To that end, the parties agree to the following terms:

1. Availability. ADC agrees to deliver to USER a quantity of available water based on the USER'S pro rata share of the acreage of the designated service area of the water system; provided that ADC reserves the right, at its sole discretion, to ration or reallocate any or all available water at any time. USER expressly acknowledges that ADC does not guarantee the availability of water.
2. Character of Use. Water delivered by ADC shall be used only for agriculture-related purposes, in accordance with the terms of USER'S License and conservation plan.
3. Potability. USER acknowledges that water obtained from ADC is not potable. USER is solely responsible for their use of the water.
4. Fees and Schedule. USER agrees to pay ADC \$1.75 per 1,000 gallons of water as metered, plus applicable taxes, beginning at the time of execution of this Agreement. ADC shall invoice USER on or around the 15th of every month for the previous month of service, commencing from the date of execution of this Agreement. Payment shall be due on the 15th of the month after the date of invoice. ADC reserves the right to assess a monthly late fee of 5% on USER's past-due balance for each month of delinquency. Further, ADC reserves the right adjust future water rates, payment terms, policies, and time and place of payment, from time to time, as determined by ADC's Board of Directors, and subject to the costs associated with operating and maintaining the well and delivery systems. USER expressly acknowledges that ADC is only providing infrastructure for the delivery of water and is not selling water.
5. Operation. The meter and main valve shall be the property, and under the sole control, of ADC. USER is expressly prohibited from manipulating or adjusting valves, meters, or flow under the ADC's control. Violations of this term shall constitute grounds for both the immediate termination of this Agreement and termination of water. USER agrees to promptly report any meter or system issues to ADC, or their contracted system operator. USER is prohibited from

tampering with, adjusting, desecrating, or intruding upon any portion of the water system, prior to and including, the meter, or any other point of the water system that exists upstream of the meter.

6. Infrastructure. All water delivery infrastructure from the water source, up to and including the main meter, is the property of ADC. ADC shall install, at the USER'S expense, a meter to monitor USER's water use. ADC, or their contracted system operator, shall be solely responsible for monitoring and maintaining the meter, and reserves the right to repair or replace the meter, as necessary, and bill associated costs to the USER. USER shall be responsible for the installation, management, maintenance, and repair of all infrastructure from the meter to the various distribution points in their fields.
7. Improvements. USER agrees to provide ADC with drawings and schematics of all irrigation lines in relation to the premises, including meters, valves, junctions, backflow preventers, connections, boosters, etc., and to update those drawings and schematics as USER's system is modified or improved.
8. Water Storage. USER shall maintain and repair, at USER's sole cost, any reservoir or other water storage facilities (collectively "Water Storage") on the licensed premises to a condition acceptable to ADC. ADC shall have no obligation whatsoever to maintain or repair the Water Storage. Any improvements made to the Water Storage must be approved by ADC in accordance with the License. Any damages to ADC's Water Storage or to any third party as a result of misuse or negligence by User shall be User's responsibility.
9. Contamination. USER shall maintain either a minimum three (3) foot airgap between the termination of any Water Storage feed line and the surface of the water at all times, OR a back-flow preventer, so positioned between the meter and the Water Storage, to prevent back-flow contamination of ADC's irrigation main line.
10. Hold Harmless. USER agrees to hold ADC harmless from any damages, including loss of crop due to availability, quantity, potability, or suitability of the water ADC provides. This paragraph shall survive the termination of this Agreement.
11. Indemnity. USER shall indemnify, defend, and hold harmless the State of Hawaii, ADC, and their officers, employees, and agents from and against any claim or demand for loss, liability, damage, cost, expense, and attorneys' fees, including claims for property damage, personal injury, or wrongful death, arising out of any act or omission of USER, and from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants, and conditions herein or the laws, ordinances, rules, and regulations of the federal, state, or county governments now or hereafter in effect. This paragraph shall survive the termination of this Agreement.
12. Force Majeure. ADC shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is beyond the reasonable control of the parties, materially affects the performance of any of its obligations under this Agreement, and could not have been reasonably foreseen or provided against.

13. Governance. USER agrees to comply with and be bound by any bylaws, rules, and policies of ADC, and the laws, ordinances, rules, and regulations of the federal, state, or county governments, now or hereafter in effect. It is expressly agreed that this Agreement shall be governed by the laws of the State of Hawaii, and that any lawsuit or disagreement shall be brought in a court of the State of Hawaii.
14. Severability. Should any provision of this Agreement be declared void or unenforceable, all remaining provisions shall remain in full force and effect.
15. Default. In the event the USER shall default on any provision of this Agreement that is not delinquency-related, by refusing or failing, without just cause, to utilize the water delivery system in a manner as set forth in this Agreement, ADC may issue a Letter of Default with an itemized list of corrective actions. USER shall have 30 days from the date of the letter to satisfactorily address the list of corrective actions, after which ADC reserves the right to sever USER's water connection until all corrective actions have been satisfactorily made. ADC may restore the water connection upon written request from USER.

For default involving non-payment or partial-payment, ADC reserves the right to shut off water immediately at such time that delinquency occurs, as determined by the invoice due date.

Reconnection shall occur only after full payment has been made, and upon written request from the USER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this _____ day
of _____, 2025.

LICENSOR:

State of Hawaii
Agribusiness Development Corporation

By:

Its: Executive Director

LICENSEE:

ANURAT FARM LLC
a Hawaii Limited Liability Company

By:

Its:

LAND COURT

REGULAR SYSTEM

Return By ☐ Pick-Up ☐ To:
Mail

TITLE OF DOCUMENT:

LICENSE AGREEMENT NO. LI-GA-22- , Exhibits "A" - "D"

PARTIES TO DOCUMENT:

LICENSOR: AGRIBUSINESS DEVELOPMENT CORPORATION, whose
address is 235 S. Beretania Street, Suite 205,
Honolulu, Hawai'i 96813

LICENSEE: ANURAT FARM LLC, a Hawai'i limited liability
company, whose address is Post Office Box 286,
Kunia, Hawai'i 96759

LICENSE AGREEMENT NO. LI-GA-22-_____

between

STATE OF HAWAI'I
AGRIBUSINESS DEVELOPMENT CORPORATION
as LICENSOR

and

ANURAT FARM LLC
a Hawai'i limited liability corporation
as LICENSEE

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Summary of Material Terms

Licensee:	ANURAT FARM LLC
Doing Business As:	N/A
Character of Use:	Agricultural
Premises Name/ID:	TMK (1) 7-1-001:002 (por. /GA03
Premises Area:	6 gross acres
Length of Term:	35 Years
Term Commences:	
Term Expires:	
Initial Base Annual Rent:	\$1800 per tillable acre per year: 6 ac x \$1,800= \$10,800.00 \$1 per non-tillable acre per year: N/A Total annual rent= \$10,800.00 (\$900.00 per month)
Scheduled Increase or Reopening Dates:	Rental reopening to occur on years 10, 20 and 30 of the license.
Security Deposit:	6 Month's full market rent
Licensors Address:	Agribusiness Development Corp. 235 South Beretania Street, Suite 205 Honolulu, Hawai'i 96813
Licensee Address:	Post Office Box 286, Kunia, Hawai'i 96759
Commercial General Liability Amount:	Minimum \$2,000,000.00 aggregate Minimum \$1,000,000.00 per occur
Property Insurance Amount:	Minimum \$1,000,000.00
Commercial Auto Insurance Amount:	Minimum \$1,000,000.00

STATE OF HAWAI'I
AGRIBUSINESS DEVELOPMENT CORPORATION

LICENSE AGREEMENT NO. LI-GA

THIS LICENSE made and issued this _____ day of _____, 20____, by and between the State of Hawai'i by its AGRIBUSINESS DEVELOPMENT CORPORATION, the place of business and mailing address of which is 235 South Beretania Street, Suite 205, Honolulu, Hawai'i 96813, hereinafter called "LICENSOR," and ANURAT FARM LLC, a Hawai'i limited liability corporation, of which the business and post office address in the State of Hawaii for purposes of this License Agreement is Post Office Box 286, Kunia, Hawai'i 96759, hereinafter called "LICENSEE."

W I T N E S S E T H:

WHEREAS, LICENSOR owns and is obligated to manage and operate that certain parcel of land situated at Wahiawa, Oahu, identified by Tax Map Key numbers (1)7-1-001:002, (1)7-1-001:003, (1)7-1-001:005, (1)7-1-001:012, (1)7-1-001:028, (1)6-5-002:010 and (1)6-5-002:025, containing a gross area of approximately 1,227 acres, more or less, hereinafter referred to as the "Property," attached hereto as Exhibit "A"; and LICENSOR is authorized to grant licenses for the use of this land for agricultural and related purposes; and

WHEREAS, LICENSEE has requested a license to use a portion of said Property at Wahiawa, Oahu for agricultural cultivation and production purposes; and

WHEREAS, LICENSOR's Board of Directors approved LICENSEE's request at their meeting on November 20, 2025;

NOW, THEREFORE, in consideration of the terms and conditions herein contained to be observed and performed by LICENSEE, LICENSOR, pursuant to and as set forth in this License, hereby grants to LICENSEE an exclusive license to use that portion of land, Tax Map Key numbers (1) 7-1-001:002 (por), also known as Lot 03, and outlined on the map and lot description attached hereto as Exhibit "B", which is incorporated herein by reference, containing a land area of 6 tillable acres, more or less, hereinafter referred to as the "Premises." The "Premises" shall not include any areas containing or consisting of any common infrastructure improvements serving the Premises that are under the control, operation, or management of any entity, including LICENSOR.

The license of the Premises hereby granted by LICENSOR to LICENSEE shall be together with the right to use, in common with other licensees or revocable permittees of other lands included with the Property, the roadways providing ingress into and egress from the Premises and the right to use utility easements serving the Premises (excluding such easements for common infrastructure improvements that are under the exclusive control, operation, and management of the LICENSOR).

THE TERMS AND CONDITIONS upon which LICENSOR grants the aforesaid license, right, and privilege are as follows:

1. **Premises.** LICENSOR, pursuant to and as set forth in this License, hereby grants to LICENSEE an exclusive license to use that portion of land, Tax Map Key numbers (1) 7-1-001:002 (por), also known as Lot 03, more particularly described in Exhibit "A", and outlined on the map attached hereto as Exhibit "B", both of which are incorporated herein by reference, containing a land area of 6 tillable gross acres, more or less, hereinafter referred to as the "Premises." The "Premises" shall not include any areas containing or consisting of any common infrastructure improvements serving the Premises that are under the control, operation, or management of any entity, including LICENSOR.
2. **Term.** The term of this License is for thirty-five (35) years, or until such time as LICENSEE ceases to operate the agribusiness or other permitted use, unless this License is sooner terminated as hereinafter provided.
3. **Base License Fee.** The base license fee for the tillable and non-tillable acreage of this License shall be as outlined in the following table, payable in advance, without notice or demand, in monthly installments, on or before the first of each month.

CLASS	WHEN	RENT
Tillable	Year 1 - 10	\$1800/acre/year
Non-tillable	Year 1 - 10	\$1/acre/year
Tillable & Non-Tillable	Year 11-20	The fair market rental shall be determined by an appraiser
Tillable & Non-tillable	Year 21-35	The fair market rental shall be determined by an appraiser

LICENSOR and LICENSEE agree that the Premises consist of 6 tillable acres and 0 non-tillable acres. For purposes of this License, "tillable acres" shall include all portions of the Premises measured in acres that are suited for cultivation in accordance with normal agronomic practices, and "non-tillable acres" shall

include all portions of the Premises measured in acres that are not suited for cultivation in accordance with normal agronomic practices.

4. **Common Infrastructure Improvement Costs.** In addition to the base annual license fee provided in Paragraph 2 above, LICENSEE shall also pay its appropriate share of the costs of operating and maintaining the common infrastructure improvements including but not limited to, the Bott Well Pump system, irrigation system, roadway system and sanitation facilities that serve the Property, as well as the Premises (the "Common Infrastructure Improvement Costs").
5. **Increase of Base License Fee.** No less than six months before the end of the tenth, twentieth and thirtieth years of the License, the LICENSOR shall procure an independent appraisal on which to base an increase of the Base Annual License Fee. The amended Base Annual License Fee shall be effective on the first day of the eleventh year and then again on the first day of the twenty-first year of the License and memorialized and executed by an Amendment to this License.
Rent to be determined by an independent appraisal establishing fair market rent, subject to review and approval by the Executive Director. The fair market rental shall be determined by an appraiser whose services shall have been contracted for by the Licensor; provided that should the LICENSEE fail to agree to such fair market rental, Licensee may appoint its own appraiser who, together with the LICENSOR's appraiser, shall promptly appoint a third appraiser and the fair market rental shall be determined by arbitration as provided by Section 658-1, Hawaii Revised Statutes. The LICENSEE shall pay for the services of its own appraiser and the cost for the services of the third appraiser shall be borne equally by the Licensor and Licensee.
6. **Interest on Delinquent License Fees.** The interest rate on the principal amount of any and all unpaid or delinquent license fee payments shall be one percent (1%) per month, plus a service charge of FIFTY AND NO/100 DOLLARS (\$50.00) per month for each delinquent payment.
7. **Rent Credit.** LICENSOR may apply rent credits to offset the cost of land clearance and improvements performed by or on behalf of LICENSEE, provided that the LICENSEE first requests and receives approval in writing from LICENSOR. The approval of such rent credits is at the sole discretion of LICENSOR and is subject to LICENSEE providing reasonable evidence of work and its cost to LICENSOR.
8. **Taxes, Assessments, and Utilities.** LICENSEE shall pay, if and when due, LICENSEE's proportionate share of all taxes and similar rates, assessments, charges, and outgoings, if any, of every nature and kind whatsoever, which shall during the term of this License

be lawfully charged, assessed, imposed, or become due and payable upon or in respect of the Premises and the improvements now on or hereafter erected by LICENSEE thereon.

9. **Character of Use.** LICENSEE shall not do or commit, or permit or suffer to be done, any willful or voluntary waste or destruction in and upon the Premises, any nuisance in and upon the Premises, or any unlawful or improper use of the Premises.

- (a) LICENSEE shall use the Premises solely for diversified agriculture purposes, as set forth in LICENSEE's land utilization plan attached hereto as Exhibit "C". LICENSEE's use of the Premises shall be subject to any recorded covenants, conditions, and restrictions of any and all recorded encumbrances on the Premises existing as of the date of this License.
- (b) No livestock production operations shall be conducted on the Premises without the prior approval of the State Department of Health.
- (c) All livestock production operations shall be operated and maintained so as not to create any public health problems as determined by the State Department of Health.
- (d) No cesspools shall be constructed on the Premises. However, upon approval from the State Department of Health, LICENSEE may use alternative wastewater treatment and disposal systems which do not pose a threat to the groundwater.
- (e) No solid or liquid animal waste shall be disposed of at the Premises. Disposal of all solid and liquid animal waste must be by a means acceptable to the State Department of Health.
- (f) LICENSEE shall take appropriate steps to reduce the risk of any excessive soil erosion by reason of LICENSEE's use of the Premises by LICENSEE and to address any material increase in weeds or litter on the Premises.

10. **Utilization and Development of the Land.** LICENSEE shall utilize and develop the Premises in accordance with LICENSEE's plan for utilization and development which has been approved by LICENSOR before execution of this License and which is incorporated in LICENSEE's land utilization plan attached as Exhibit "C" hereto. Any material modification or deviation from LICENSEE's utilization and development plan without the prior written approval of LICENSOR may constitute a breach of this License and a cause for the termination thereof.

11. **Sublicensing.** LICENSEE shall not sublicense or rent the whole or any portion of the Premises without the prior consent of LICENSOR, which consent may be withheld in LICENSOR's sole discretion. Any sublicensing request shall be submitted in writing to LICENSOR, together with a copy of the sub-licensee's land utilization plan and rental payment schedule for LICENSOR's consideration. Profit on any sublicense charges is neither allowed, nor shall be sought by LICENSEE.
12. **Good Husbandry and Conservation Practices.** Insofar as LICENSEE's use of the Premises (as set forth in LICENSEE's land utilization plan) includes the breeding, feeding, and keeping of livestock or other animals, LICENSEE shall at all times practice good husbandry with regard to the use of the Premises for the use permitted. LICENSEE shall carry out a program of conservation based upon a conservation plan developed by LICENSEE in cooperation with the appropriate Soil and Water Conservation District. The conservation program shall be in accordance with a conservation plan which shall be submitted to LICENSOR for acceptance within one (1) year following the date of this License. The conservation plan shall include, but not be limited to, those practices such as land clearing, cropping system, irrigation system, drainage, noxious weed control, and other measures needed to protect the land against deterioration and to prevent environmental degradation; provided, however, that this requirement may be waived for licenses, premises, or uses with little or no apparent conservation problems when verified by the appropriate Soil and Water Conservation District. In the event the activities of LICENSEE in this regard shall be found to be contradictory to the aforesaid conservation plan or unsatisfactory to LICENSOR, LICENSOR shall notify LICENSEE and LICENSEE shall be required, within sixty (60) days of the notice, to cure or correct the contradictory or unsatisfactory condition and submit proof of such cure or correction that is satisfactory to LICENSOR.
13. **Sanitation.** LICENSEE shall keep the Premises and improvements in a strictly clean, sanitary, and orderly condition and shall use reasonable and prudent measures to cut, remove, or otherwise control weeds and grass, in complete conformance with applicable laws, rules, and statutes and consistent with the terms and conditions of this License.
14. **Improvements.** During the term of this License, LICENSEE shall not construct, place, maintain, or install on the Premises any building, structure, signs, or improvement, except with the prior written approval of LICENSOR and upon such conditions as LICENSOR may impose. The preceding sentence shall not apply to any building, structure, signs, or improvement constructed, placed, maintained, or installed on the Premises with the consent and approval of LICENSOR under any prior permit or agreement pursuant to which LICENSEE or any of LICENSEE's permitted assigns, sub-licensees, or permittees occupied the Premises before¹⁴⁷ the

effective date of this License. All buildings, structures, signs, or improvements constructed, placed, maintained, or installed pursuant to this paragraph shall be in accordance with all applicable federal, state, and county laws, ordinances, and rules. The ownership thereof shall be in LICENSEE until the expiration or sooner termination of this License, at which time the ownership thereof shall, at the option of LICENSOR, vest in LICENSOR or shall be removed by LICENSEE at LICENSEE's sole cost and expense.

15. **Repairs to Improvements.** LICENSEE shall, at its expense, keep, repair, and maintain all buildings, structures, and improvements now existing or hereafter constructed or installed on the Premises in good order, condition, and repair, reasonable wear and tear excepted. LICENSEE shall have no obligation under this License to keep, repair, or maintain any common infrastructure improvements.
16. **Involuntary Liens.** LICENSEE shall not commit or suffer any act or neglect which results in the Premises or any improvement thereon becoming subject to any involuntary attachment, lien, charge, or encumbrance, and shall indemnify, defend, and hold LICENSOR harmless from and against all attachments, liens, charges, encumbrances, and all resulting expenses affecting the Premises and caused by LICENSEE.
17. **Dwelling Restrictions.** The construction or placement of any structure on the Premises for residential purposes is strictly prohibited. LICENSEE, its agents, employees, and invitees shall not use the Premises as a temporary or permanent residence.
18. **Non-Discrimination.** LICENSEE shall not use the Premises, nor permit the Premises to be used in support of, any policy that unlawfully discriminates against anyone based upon creed, color, national origin, sex, physical handicap, or any other lawfully protected class. LICENSEE shall not practice any unlawful discrimination based upon creed, color, national origin, sex, physical handicap, or any other lawfully protected class.
19. **Breach or Default.** It is expressly agreed that this License is contingent upon the continuing condition that, if LICENSEE fails to observe or perform substantially the provisions contained herein, and if LICENSEE does not commence to cure, and diligently continue to attempt to cure, such default within sixty (60) days, or thirty (30) days where the default involves a failure to make timely license fee payments, after delivery by LICENSOR of a written notice of such failure by personal service or by registered or certified mail to LICENSEE; or, if LICENSEE becomes bankrupt or insolvent or files any debtor proceedings or takes or has taken against it for good cause any proceedings of any kind or character whatsoever under any provision of the Federal Bankruptcy Code seeking readjustment, rearrangement, postponement, composition, or reduction of LICENSEE's debts, liabilities or obligations; then, in any such event, LICENSOR may, at its option, to the extent

permitted by law, cancel this License and thereupon take immediate possession of the Premises, after a reasonable time or pursuant to any right of action which LICENSOR may have.

20. **Acceptance of Rent Not a Waiver.** The acceptance of rent by LICENSOR shall not be deemed a waiver of any breach by LICENSEE of any term, covenant, or condition of this License, of LICENSOR's right to re-entry for breach of covenant, or of LICENSOR's right to declare and enforce a forfeiture for any breach; and the failure of LICENSOR to insist upon strict performance of any term, covenant, or condition, or to exercise any option conferred herein, shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or option.
21. **Security Deposit.** Upon execution of this License, LICENSEE shall deposit with LICENSOR an amount equal to **six times** the monthly license fee as security for the faithful performance of all of these terms and conditions. The deposit will be returned to LICENSEE upon termination of this License, but only after all of the terms and conditions of this License Agreement have been observed and performed. The Security Deposit will be adjusted to reflect the License Fee determined during Reopening, as specified in paragraph 5.
22. **Assignment.** Except as expressly provided in this License, this License is not transferable. At no time during the term of the License shall LICENSEE assign, mortgage, or pledge its ownership interest in its corporate stock or shares of the company, this License, or its interest in the improvements now or hereafter erected on the Premises, without the prior written consent of LICENSOR, which consent may be withheld in LICENSOR'S sole discretion.
- (a) Any transferee, assignee, or sublessee of a License shall satisfy applicant qualification requirements. No lease or any interest therein, including corporate stock or an interest in a partnership or association, shall be transferred or assigned without the consent of the Board, except by devise, bequest, or intestate succession and upon the further condition that there is a dwelling on the property in which the devisee or heir resides or that more than fifty per cent (50%) of the devisee's or heirs income is derived from the productive use of the demised premises. In the absence of or upon cessation of these conditions, the devisee or heir shall surrender the lease and improvements, or any interest therein, to the Licensor pursuant to its right of first refusal.
- (b) with the approval of the Licensor, and subject to its right of first refusal, the assignment and transfer of a lease or any interest therein, including stock of a corporation holding the lease or an interest in a partnership or association holding the lease, may be made if:
- (1) The Licensee becomes mentally or physically disabled;

- (2) Extreme economic hardship is demonstrated to the satisfaction of the Board;
- (3) The assignment is to the corporate successor of the Lessee;

provided that with the prior written approval of the Licensors, the assignment and transfer of this lease or any portion may be made in accordance with current industry standards, as determined by the Licensors, provided further, that prior to the approval of any assignment of lease, the Licensors shall have the right to review and approve the consideration paid by the assignee and may condition its consent to the assignment of the lease on payment by the Licensee of a premium based on the amount by which the consideration for assignment, whether by cash, credit, or otherwise, exceeds the straight-line depreciated cost of improvements and trade fixtures being transferred to the assignee.

23. **Liability Insurance.** LICENSEE shall procure and maintain during the entire period of this License a policy or policies of commercial general liability insurance sufficient to protect it from and against any liability for all claims for personal injury, death, and property damage which may arise out of the exercise of rights granted herein. The policy or policies shall cover the entire Premises, including all buildings, structures, improvements, and grounds and all roadways or sidewalks on or adjacent to the Premises in the control or use of LICENSEE. The minimum limit of said policy or policies shall not be less than \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, with an insurance company or companies licensed to do business in the State of Hawaii.

LICENSEE, prior to entry and use of the Premises or within fifteen (15) days from the effective date of its License, whichever is sooner, shall furnish LICENSOR with a certificate(s) showing the policy(ies) to be initially in force, keep the certificate(s) on deposit during the entire term of the License, and furnish like certificate(s) upon each renewal of the policy(s). The certificate(s) for such insurance shall contain or be accompanied by an assurance of the insurer not to cancel the insurance, limit the scope of the coverage, or fail or refuse to renew the policy(s) until after thirty (30) days written notice has been given to LICENSEE, except that, in the event this License is terminated, said insurance may be terminated on the same date as the License. The policy shall name LICENSOR as an additional insured.

LICENSOR shall retain the right at any time to review the coverage, form, and amount of the insurance required by this License. If, in the opinion of LICENSOR, the insurance provisions in this License do not provide adequate protection for LICENSOR, LICENSOR may require LICENSEE and any permitted sub-licensee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. LICENSOR's requirements shall be reasonable and shall be designed to assure protection for and against the

kind and extent of the risks which exist at the time a change in insurance is required. LICENSOR shall notify LICENSEE in writing of changes in the insurance requirements and LICENSEE shall deposit copies of acceptable insurance policy(ies) or certificate(s) thereof with LICENSOR incorporating the required changes within thirty (30) days of LICENSEE's receipt of the notice from LICENSOR requiring the same.

The procuring of the required policy(ies) of insurance shall not be construed to limit LICENSEE's liability under this License. Notwithstanding the policy(ies) of insurance, LICENSEE shall be obligated for the full and total amount of any damage, injury, or loss caused by LICENSEE's negligence or neglect connected with this License.

24. **Property Insurance.** At all times during the term of this License, LICENSEE shall at its own cost and expense keep any state-owned improvements, which are located on the Premises and which are identified by LICENSOR prior to the commencement date of this License Agreement insured against loss or damage by fire and other hazards, casualties, and contingencies for the full insurable value of those improvements. The policy shall name LICENSOR as an additional insured. The minimum limit of said policy or policies shall not be less than \$1,000,000.00 with an insurance company or companies licensed to do business in the State of Hawaii.

LICENSEE shall furnish to LICENSOR on or before the commencement date of its License a certificate showing such policy(ies) to be in full force and effect and shall furnish a like certificate upon each renewal of the policy(ies). Each certificate shall contain or be accompanied by an assurance of the insurer not to cancel the insurance, limit the scope of the coverage, or fail or refuse to renew the policy(s) until after thirty (30) days written notice has been given to LICENSEE, except that, in the event this License is terminated, said insurance may be terminated on the same date as the License. The policy(ies) shall also provide that all rights or claims of subrogation against the State of Hawaii, its officers, employees, and agents are waived.

25. **Right to Enter.** LICENSOR reserves the right for its agents or representatives, at all reasonable times during the term, to enter and cross any portion of the Premises at any time for the purpose of performing any public or official duties.
26. **Inspection of Premises.** LICENSEE shall permit LICENSOR and its agents or representatives, at all reasonable times during the term, to enter the Premises and examine the state of repair and condition thereof and the improvements, equipment, chattels, books, and records of LICENSEE in connection with the administration of this License.

27. **Surrender.** At the end of the term or other sooner termination of this License, LICENSEE shall peaceably deliver unto LICENSOR possession of the Premises, together with all improvements existing or constructed thereon, unless provided otherwise in this License. Furthermore, upon the expiration, termination, or revocation of this License, should LICENSEE fail to remove any and all of LICENSEE's personal property from the Premises, LICENSOR may remove or dispose of any and all personal property from the Premises and either deem the personal property abandoned and dispose of the personal property or place such personal property in storage at the cost and expense of LICENSEE. LICENSEE shall pay all costs and expenses for removal, disposal, transporting, and storage of LICENSEE's personal property. The provisions of this paragraph shall survive the expiration or earlier termination of this License.

28. **Withdrawal for Public Purpose; Condemnation.**

A. Withdrawal for a Public Purpose. LICENSOR shall have the right to withdraw the Premises, or any portion thereof, at any time during the term of this License with reasonable notice and without compensation, except as provided herein, for public uses or purposes, for constructing new roads or extensions, or changes in line or grade of existing roads, for rights-of-way and easements of all kinds, and the Premises shall be subject to the right of LICENSOR to remove soil, rock, or gravel as may be necessary for the construction of roads and rights-of-way within or without the Premises; provided that, upon any withdrawal or taking which causes any portion of the Premises to become unusable for the specific use or uses for which it was licensed, the base annual rent shall be reduced in proportion to the value of the Premises withdrawn or made unusable. If any permanent improvement constructed upon the land by LICENSEE is destroyed or made unusable in the process of any withdrawal or taking, the proportionate value thereof shall be paid by LICENSOR to LICENSEE based upon the unexpired term of this License; provided that no withdrawal or taking shall be had as to those portions of the Premises which are then under cultivation with any trees or crops until such trees or crops are harvested, unless LICENSOR pays to LICENSEE the value of the trees and crops; and provided further that, upon any withdrawal or taking, LICENSEE shall be compensated for the present value of all permanent improvements in place at the time of withdrawal or taking that were legally constructed upon the Premises by LICENSEE being withdrawn or taken or that are made unusable because of such withdrawal or taking.

If any withdrawal or taking in LICENSEE's reasonable determination makes the Premises unusable by LICENSEE for the purposes and uses for which LICENSEE is then using the Premises, LICENSEE shall have the right to terminate this License Agreement, without waiving any other rights of LICENSEE by reason of such withdrawal or taking.

B. Condemnation. If at any time, during the term of this License Agreement, any portion of the Premises shall be condemned or required for public purposes by the Federal government or any county or city and county, or any governmental agency of either, the base annual license fee and any other charges under this License Agreement, including LICENSEE's proportionate share of Common Infrastructure Improvement Costs, shall be reduced in proportion to the value of the portion of the Premises condemned. LICENSEE shall be entitled to receive from the condemning authority (a) the value of growing crops, if any, which LICENSEE is not permitted to harvest, and (b) the proportionate value of LICENSEE's permanent improvements so taken in the proportion that it bears to the unexpired term of the License Agreement; provided, that LICENSEE may, in the alternative, remove and relocate its improvements to the remainder of the Premises occupied by LICENSEE. LICENSEE shall not by reason of the condemnation be entitled to any claim against the LICENSOR for compensation or indemnity for the license interest and all compensation payable or to be paid for or on account of the land comprising the Premises by reason of the condemnation shall be payable to and be the sole property of the LICENSOR. The foregoing rights of LICENSEE shall not be exclusive of any other rights to which LICENSEE may be entitled by law, and LICENSEE shall have the right to claim and recover from the condemning authority, but not from LICENSOR, such compensation as may be separately awarded or recoverable in LICENSEE's own right on account of such condemnation of LICENSEE's interest under this License Agreement and any improvements constructed by LICENSEE on the Premises. Where the portion of the Premises taken renders the remainder of the Premises unsuitable for the use or uses for which the Premises were licensed, LICENSEE shall have the option to surrender this lease and be discharged and relieved from any further liability; provided, that LICENSEE may remove the permanent improvements constructed, erected, and placed by it within any reasonable period allowed by the LICENSOR.

29. **Inspection by Prospective Bidders.** For purposes of informing and apprising that person or persons of the condition of the Premises preparatory to the proposed disposition thereof at the expiration of the term or earlier termination of this License Agreement, LICENSOR shall have the right to authorize any person or persons to enter upon and inspect the Premises at all reasonable times following an announcement at any of LICENSOR's public meetings of any proposed disposition of the Premises; provided, however, that any entry and inspection shall be conducted during reasonable hours after notice to enter is first given to LICENSEE, and shall, if LICENSEE so requires, be made in the company of LICENSEE or designated agents of LICENSEE.
30. **Extension of Time.** Notwithstanding any provision to the contrary, wherever applicable, LICENSOR, for good cause shown, may allow additional time beyond the time or times specified herein in which

LICENSEE may comply, observe, and perform any of the terms, conditions, and covenants contained in this License.

31. **Quiet Enjoyment.** LICENSOR covenants and agrees with LICENSEE that, upon payment of rent at the times and in the manner specified and upon the observance and performance of the covenants, terms, and conditions hereof on the part of LICENSEE to be observed and performed, LICENSEE shall have, hold, possess, and enjoy the Premises for the term that the same are licensed to LICENSEE hereunder, without hindrance or interruption by LICENSOR or any other person or persons lawfully claiming by, through, or under LICENSOR.
32. **Abandonment and Termination.** If, after putting the Premises into service, LICENSEE abandons or ceases to use the Premises for a period of four (4) or more consecutive months, LICENSOR shall have the right to terminate this License Agreement. Any abandonment, termination, or cessation shall not affect or release any liability of LICENSEE at such time existing by reason of a breach of any of the terms hereof.
33. **Non-warranty.** LICENSOR does not warrant the condition of the Premises, as the same is being licensed "as is." LICENSEE assumes all risks incident to its use. Notwithstanding the foregoing or any other provision of this License Agreement, LICENSEE does not assume liability or responsibility for any hazardous material claims resulting from, arising out of, or relating to any hazardous materials on the Premises or hazardous discharge occurring prior to the date of this License Agreement, and LICENSOR (and/or LICENSOR's predecessors in interest) shall be solely responsible for and in respect of any such hazardous materials claims.
34. **LICENSEE's Risk.** Any and all goods, wares, farm supplies, produce, equipment, and personal property of any kind or description that may be on the Premises at any time during the term of this License Agreement, regardless of ownership of such property, shall be at the sole risk and hazard of LICENSEE, and LICENSOR shall not be liable or responsible for any loss thereof or damage thereto caused by theft, vandalism, weather, water, defective electric wiring, fire, or by any other cause whatsoever.
35. **Applicable Law; Severability.** This License shall be governed by and interpreted in accordance with the laws of the State of Hawaii. If any provision of this License is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected.
36. **Costs of Litigation.** If LICENSOR shall be made a party to any litigation commenced by or against LICENSEE (other than condemnation proceedings), without any fault on LICENSOR's part, LICENSEE shall pay all costs and expenses incurred by or imposed on LICENSOR, including, but not limited to, attorney's fees;

furthermore, LICENSEE shall pay all costs and expenses which may be incurred by or paid by LICENSOR in enforcing the covenants and agreements of this License, in recovering possession of the Premises, or in the collection of delinquent license fees, taxes, and any and all other charges.

37. **Indemnity.** LICENSEE shall indemnify, defend, and hold harmless the State of Hawaii, LICENSOR, and their officers, employees, and agents from and against any claim or demand for loss, liability, damage, cost, expense, and attorneys' fees, including claims for property damage, personal injury, or wrongful death (collectively, the "Claims") arising out of any occurrence on the Premises and roadways adjacent thereto, or occasioned by any act or nuisance made or suffered on the Premises, or by any accident or fire thereon, or growing out of or caused by any failure on the part of LICENSEE to maintain the Premises in a safe condition, or by any act or omission of LICENSEE, and from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants, and conditions herein or the laws, ordinances, rules, and regulations of the federal, state, or county governments, with the exception of Claims arising out of the wrongful or negligent acts or omissions of LICENSOR. The provisions of this paragraph shall survive the expiration or earlier termination of this License.
38. **Hunting.** No hunting shall be allowed on the Premises during the term of this License.
39. **Boundary Stakeout.** LICENSOR shall not be responsible or liable for the surveying or boundary stakeout of the Premises. LICENSEE shall be solely responsible for any survey and boundary stakeout of the Premises.
40. **Fences.** LICENSEE shall, wholly at its own cost and expense, fence the whole or portion of the outside perimeter of the Premises if such fencing shall be required by LICENSOR or shall be so required by any law now in force or that may hereafter be enacted and LICENSEE shall and will maintain in good order and condition throughout the period of this License the fences so constructed and those now existing on the Premises.
41. **Drainage Easements.** The Premises shall be subject to drainage and flowage easements now of record or otherwise existing under law as and to the extent that the same are applicable to the Premises as of the commencement date of this License Agreement. The easement area(s) shall not be altered or used for any purposes which may obstruct flow or reduce the effectiveness of the drainage way, except with LICENSOR's prior written consent which may be conditioned upon appropriate measures undertaken by LICENSEE to divert, re-direct, retain, or detain any storm waters in a manner approved by LICENSOR. LICENSEE shall accept the storm runoff

draining into and through the easement area(s), respectively, and shall be responsible for the maintenance and protection of the drainage easements against deterioration or loss of functional effectiveness.

42. **Roadway and Utility Easements.** The Premises shall be subject to all existing roadway and utility easements, which easements shall be in favor of property owners served by such easements, and to any and all access and other easements over and across the Premises that are necessary and appropriate for the operation and maintenance of the common infrastructure serving the Property, including the Premises; provided that LICENSEE may cross and may have access over and upon all such easements located on the Premises at any point.
43. **Compliance with Laws.** LICENSEE shall comply with the requirements of all federal, state, and county authorities and observe all federal, state, and county laws, ordinances, and rules pertaining to the Premises which are now in force or later may be in force.
44. **Environmental Regulations.** LICENSEE shall comply with all applicable federal, state, and county environmental impact regulations, including but not limited to Chapter 343, Hawaii Revised Statutes, as amended, and rules governing historic preservation. LICENSEE shall be responsible for obtaining all necessary federal, state, or county clearances.
45. **Hazardous Materials.** LICENSOR remains responsible for addressing any issue identified as having occurred prior to or during Del Monte Corporation's occupancy of the Premises as reported in the Phase 1 Environmental Assessment prepared by Bureau Veritas dated September 30, 2011 ("BV Report"). Any environmental issue occurring on Premises after the date of this License Agreement shall be the responsibility of LICENSEE.

- (a) During the term of this License, LICENSEE shall not cause or permit the escape, disposal, or release of any hazardous materials, except as permitted by law. LICENSEE shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the Premises any such materials except to use in the ordinary course of LICENSEE's business, and then only after written notice is given to LICENSOR of the identity of such materials and upon LICENSOR's consent, which consent may be withheld at LICENSOR's sole and absolute discretion. LICENSOR may, upon reasonable request and for reasonable cause, require testing of the Premises to ascertain whether or not there has been any release of hazardous materials by LICENSEE. In the event that the results of such testing establish that there has been a release of hazardous materials on

the Premises by LICENSEE, LICENSEE shall, in addition to LICENSEE's other obligations hereunder, be responsible for the cost of such testing.

LICENSEE shall execute affidavits, representations, and the like from time to time at LICENSOR's request concerning LICENSEE's best knowledge and belief regarding the presence of hazardous materials on the Premises placed or released by LICENSEE. If LICENSEE at any time becomes aware of any past, present, or contemplated hazardous discharge or of any hazardous materials claims with respect to the Premises (other than those already disclosed in the BV Report) which could subject LICENSOR, LICENSEE, or the Premises to any liability or restrictions on ownership, occupancy, transferability, or use of the Premises under any hazardous materials laws, LICENSEE shall immediately advise LICENSOR thereof in writing and provide to LICENSOR such detailed reports thereof as may be reasonably requested by LICENSOR. LICENSOR shall have the right, in its sole discretion, to join and participate in, any settlements, remedial actions, or legal proceedings or actions initiated with respect to any hazardous materials claims.

- (b) LICENSEE shall be responsible for and shall indemnify, defend, and hold harmless LICENSOR and its employees, agents, successors, and assigns from and against any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous materials occurring on, under, or about the Premises during the term of this License, including, without limitation: (1) all foreseeable and unforeseeable consequential damages; (2) the costs of any required or necessary repair, clean-up, or detoxification of the Premises and of the preparation and implementation of any closure, remedial, or other required plans; (3) the costs of LICENSOR's investigation and handling of any hazardous materials claims, whether or not any lawsuit or other formal legal proceeding shall have been commenced with respect thereto; (4) the costs of LICENSOR's enforcement of this covenant, whether or not a lawsuit is brought therefore; and (5) all reasonable costs and expenses incurred by LICENSOR in connection with clauses (1), (2), (3), and (4) including, without limitation, reasonable attorney's fees.
- (c) The provisions of this paragraph shall survive the expiration or earlier termination of this License.

46. **Level One (1) Hazardous Waste Evaluation.** At any time during the term or upon termination of this License, LICENSOR, for good cause, may require LICENSEE to conduct at LICENSEE's own expense, a Level One (1) Hazardous Waste Evaluation and a complete abatement and disposal, if necessary, satisfactory to the standards required by the Federal Environmental Protection Agency, the State Department of Health, the State Department of Agriculture, and the State Department of Land and Natural Resources, of any hazardous materials and hazardous materials claims attributable to the discharge of any hazardous materials on the Premise during the term of this License. The termination of this License will not be approved by LICENSOR unless this evaluation and abatement provision have been executed where required. This provision shall survive and continue in effect after termination of this License.
47. **Soil Erosion.** LICENSEE shall not engage in any activity that may result in soil erosion from water or wind. LICENSEE shall control soil erosion as completely as practicable by strip cropping and contouring, by filling in or otherwise controlling small washes or ditches that may form, and by adopting practices recommended by the Natural Resource Conservation Service (NRCS). Prior to the termination of this License, LICENSEE shall provide to LICENSOR a NRCS approved erosion control plan. The termination of this License will not be approved by LICENSOR unless LICENSEE is in full compliance with such plan to the satisfaction of NRCS and LICENSOR.
48. **Encumbrances.** This License is subject to all existing recorded and unrecorded encumbrances. At any time during the term of this License, LICENSOR may create easements and encumbrances upon the Premises in addition to any easements and encumbrances which currently affect the Premises, provided that any such new easements or encumbrances do not unreasonably restrict or interfere with LICENSEE's use of the Premises.
49. **Interpretation.** The use of any gender shall include all genders. If there is more than one LICENSEE, all words used in the singular shall extend to all LICENSEES.
50. **Paragraph Headings.** The article and paragraph headings herein are inserted only for convenience and reference and shall in no way define, describe, or limit the scope or intent of any provision of this License.
51. **Reserved**
52. **Reserved**
53. **Exhibits - Incorporation in License.** All Exhibits referred to in this License are attached to this License and are hereby deemed incorporated by reference.

SPECIAL CONDITIONS:

54. **Exclusion of Animals from Forest Lands.** LICENSEE shall at all times during the License term keep its cattle, horses, and other grazing animals out of any forest reserve, if any, adjacent to the Premises and shall take all reasonable precautions to prevent forest fires, and, in the event fires occur, it shall use all reasonable means at its command or under its control to have the fires speedily extinguished.
55. **Commercial Operations.** LICENSEE, its employees, customers, guests, agents, and/or invitees shall not display or offer for sale or sell any article(s) or merchandise whatsoever within the Premises without the prior written approval of LICENSOR and upon such terms and conditions established by LICENSOR. No commercial activities whatsoever, including activities such as feedlots (excepting a private feedlot designed to feed LICENSEE's own cattle), dairy milking parlors, or boarding of horses, are permitted without the prior written approval of LICENSOR.
56. **Abandoned Vehicles.** LICENSEE shall take all steps necessary to prevent the placing or storing of abandoned vehicles within the Premises. Any and all abandoned vehicles within the Premises shall be removed by LICENSEE at LICENSEE's cost and expense.
57. **Removal of Trash.** LICENSEE shall be responsible for the removal of all illegally dumped trash within the Premises at LICENSEE's cost and expense.
58. **Prehistoric and Historic Remains.** In the event any unanticipated historic, prehistoric, or archaeological sites or remains, such as shell, bone, or charcoal deposits, human burials, rock or coral alignments, pavings, or walls are found on the Premises, LICENSEE and LICENSEE's agents, employees, and representatives shall immediately stop all land utilization and/or work and contact the Historic Preservation Office in compliance with Chapter 6E, Hawaii Revised Statutes, and shall notify LICENSOR of these events.
59. **Land Clearing.** The Premises have not had a completed archaeological inventory survey. If land clearing or land alteration should need to occur in gulches or wastelands (gullies, valleys, ridges, and mountains), the State Historic Preservation Division (SHPD) shall be contacted prior to any work. A field check will be required and shall be performed by the SHPD staff archaeologist prior to any work. Clearing by hand is the preferred method of work. If the alteration activity is on a large or significant scale or historic sites are found, then LICENSEE shall have an archaeologist inventory survey performed by a qualified archaeologist prior to any work. A report documenting the archaeological work shall be submitted to the HPD for review and approval. The report shall include:

1. detailed drawings of burials and deposits to scale,
2. sketches and photographs of all artifacts,
3. analyses of all perishable and datable remains,
4. stratigraphic profiles that are drawn and made to scale,
5. an overall map of the project area, which includes the location of all historic sites,
6. initial significance evaluations for each historic site found, and
7. documentation on the nature and age of historic sites.

If significant historic sites are found, then proposed mitigation or preservation plans must be submitted for review and approval.

If burials are discovered, a burial treatment plan shall be prepared for burial discoveries encountered during work, all in accordance with Hawaii Revised Statutes Section 6E-43.

60. Reserved.

61. Justification of sureties. The bonds that are required herein shall be supported by the obligation of a corporate surety organized for the purpose of being a surety and qualified to do business as a surety in the State of Hawaii, or by no less than two personal sureties, corporate or individual, for which justifications shall be filed as provided in section 78-20, HRS; provided that the LICENSEE may furnish a written bond in the same amount and with the same conditions, executed by it alone as obligor, or, in lieu of any surety or sureties, the LICENSEE shall furnish and at all times thereafter keep and maintain any of the forms of financial guarantee of performance that is approved by the LICENSOR.

62. **Conservation Easement for Agricultural Preservation.** LICENSEE shall be aware that the Property is encumbered by a Grant of Conservation Easement for Agricultural Preservation, between The Trust for Public Land, a California nonprofit public benefit corporation, and the City and County of Honolulu, a Hawai'i municipal corporation ("C&C Honolulu"). To the extent applicable to the Premises, LICENSEE shall be in full compliance with the conditions and restrictions specified in the easement.

63. **Audits.** LICENSOR reserves the right, for purposes of conducting an audit, to examine, and to make copies of all books, accounts, records, and receipts of LICENSEE concerning its operations under this License.

64. **Land Swapping.** LICENSEE is allowed, but shall not be obligated, to swap land for uses consistent with its land utilization plan with any other licensees or revocable permit holder of any portions of the Property at no cost to LICENSEE. Such land swapping shall first be approved by LICENSOR in writing.
65. **Passage and Access.** LICENSEE shall not impede or restrict passage or access by other licensees to other areas of the Property or to any common infrastructure serving the Property or any part thereof (including the Premises) that may be located on the Premises.
66. **Holding Over.** Any holding over by LICENSEE after the expiration of the term of this License with the consent of LICENSOR shall be construed to be a tenancy from month-to-month at the rent herein provided for the last year of the term of this License and shall otherwise be on the terms and conditions herein specified, so far as applicable.
67. **Cropping Changes.** LICENSEE shall consult with and obtain prior approval from LICENSOR before adding or making changes to the type of crops to be grown as specified in its original business plan submitted with the license application.
68. **Recordation.** LICENSOR and LICENSEE agree that this License Agreement or a short form or memorandum hereof may be recorded in the Bureau of Conveyances of the State of Hawaii or with the Assistant Registrar of the Land Court of the State of Hawaii, as applicable, to give notice of this License Agreement to third parties and of the license of the Premises granted hereunder by LICENSOR to LICENSEE for the term specified herein.
69. **Good Agricultural Practices.** LICENSEE shall submit to LICENSOR a copy of its approved Good Agricultural Practices (GAP) Certification within two years of the date of the execution of this License.

DEFINITIONS

As used in this License Agreement, unless the context otherwise requires:

"Days" shall mean calendar days, unless otherwise specified.

"Diversified agriculture" means the conduct of activities concerned with the production and marketing of nursery products and horticultural crops such as vegetables, melons, orchards, flowers, foliage, and others, including activities related thereto, and shall include aquaculture, but shall not include any livestock or poultry operations.

"Drainage easements" and "flowage easements" mean natural or improved drainage courses that serve to convey stream flows from one point to another.

"Hazardous materials" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil, including any and all flammable explosives, radioactive materials, asbestos, petroleum and oil and their products, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous

wastes, toxic substances or related materials, as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

"Hazardous discharge" means any event involving the use, deposit, disposal, spill, release, or discharge of any hazardous materials on, within, or under the Premises.

"Hazardous materials claims" means and includes: (i) any and all enforcement, clean-up, removal, mitigation, or other governmental or regulatory actions instituted or, to the best of LICENSEE's knowledge, contemplated or threatened, with respect to the Premises pursuant to any hazardous materials laws, and (ii) any and all claims made or, to the best of LICENSEE's knowledge, contemplated or threatened by any third party against LICENSEE or the Premises seeking damages, contribution, cost recovery, compensation, injunctive relief, or other relief resulting from any hazardous discharge or from the existence of any hazardous materials on, within, or under the Premises.

"Hazardous materials laws" means and includes all federal, state, and local laws, ordinances, and regulations now or hereafter

in effect relating to environmental conditions, industrial hygiene and/or hazardous materials on, within, under, or about the Premises, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., the Hazardous Materials Transportation Act 49 U.S.C. §1801, et seq., the Clean Water Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §7401, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601 through 2629, the Safe Drinking Water Act, 42 U.S.C. §§300f through 300j, the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §§11011 through 11050, the Environmental Response Law, Chapter 128D, Hawaii Revised Statutes, and any similar state or local laws, ordinances, and the regulations now or hereafter adopted, published, and/or promulgated pursuant thereto.

"LICENSEE" includes LICENSEE, its heirs, personal representatives, executors, administrators, successors, and permitted assigns.

"Premises" includes the land hereby licensed by LICENSOR to LICENSEE and all buildings and improvements now or hereinafter constructed and installed thereon except for any buildings or improvements specifically excluded from the description of the Premises in the License Agreement.

"Property" means the approximately 1,227 acres of land situated in Wahiawa, Oahu, Hawai'i, bearing Tax Map Keys: (1)7-1-001:002, 003, 005, 012, 028, and (1)6-5-002:010 and 025.

"Sub-licensing," includes any long-term or short-term rental of the property to a third party.

"Waste" includes (1) permitting the Premises or any portion thereof to become unduly eroded or failure to take proper precautions or make reasonable effort to prevent or correct same; (2) permitting any material increase in noxious weeds or alien plant species in or on the Premises or any portions thereof; (3) failure to employ all of the usable portions of the Premises; and (4) abandonment of the Premises.

EXHIBIT A

Property Map



EXHIBIT B Parcel Map

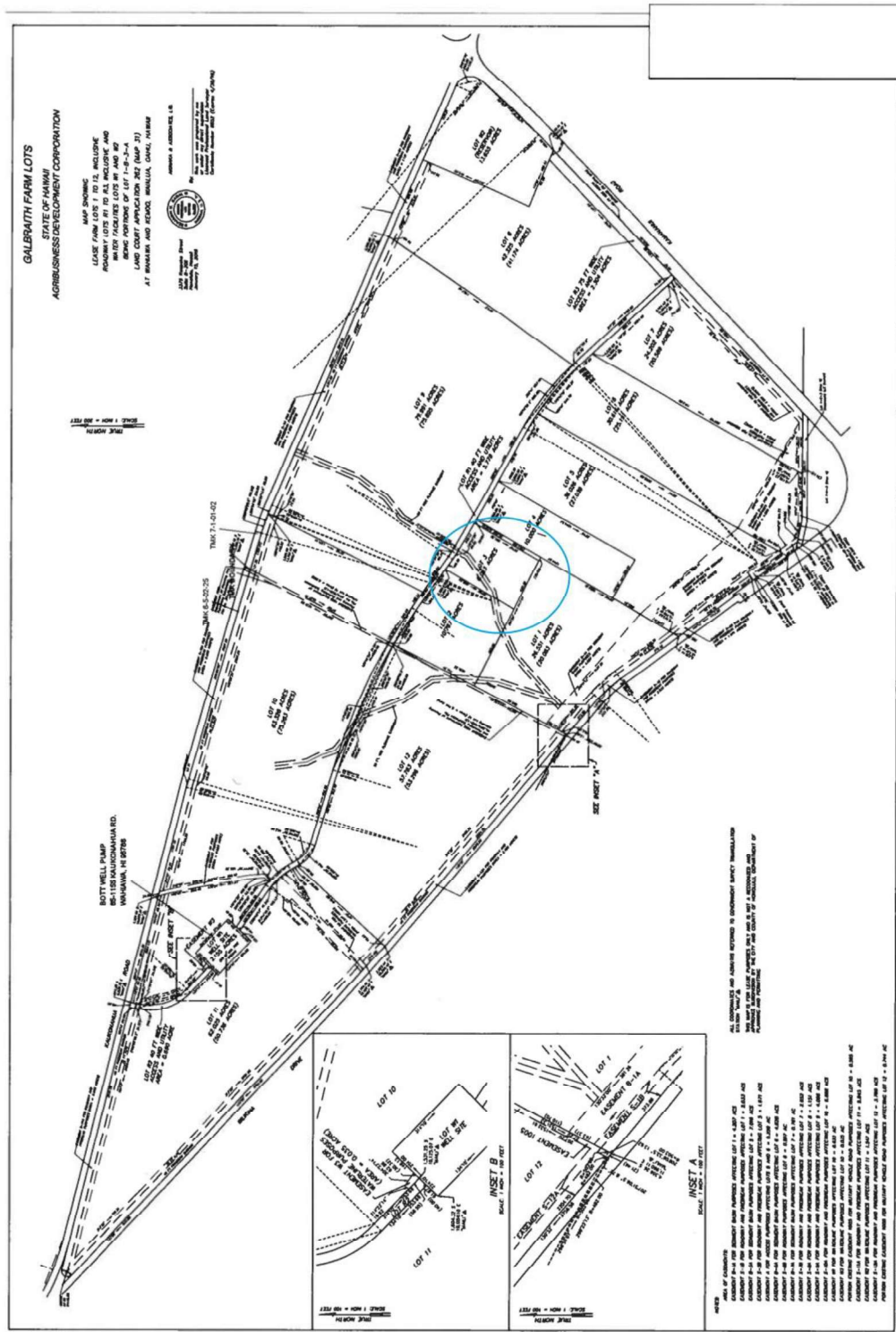


EXHIBIT C

Utilization Plan

[see following pages]

LAND UTILIZATION PLAN

FIELD GA-03, KAUCONAHUA ROAD, WAHIAWA ANURAT FARM LLC

Organization and Management

Warawut Truatnok and Anurat Truatnok are the farm managers and partners of **Anurat Farm LLC**. They will oversee all aspects of the farm operation on Field GA-03 – including planning, land preparation, planting, maintenance, harvesting, and distribution. Both partners will participate in decision-making regarding crop selection, marketing strategy, and long-term development of the farm. Each manager will be responsible for daily operations and labor coordination.

The operation will begin on 6 acres of leased agricultural land and is designed to combine short-term and long-term crop production for continuous yield and sustainable cash flow. The number of employees will be adjusted according to production needs, with additional seasonal workers hired during planting and harvesting periods.

Development Plan

The proposed farm area on **Field GA-03** consists of approximately **6 acres**. The land will be developed and maintained for both **short-term vegetable crops** and **long-term orchard crops**.

Year 1-2: Land Preparation and Short-Term Crop Production

During the first two years, land clearing, soil preparation, and basic infrastructure improvements

(such as irrigation, fencing, and access road maintenance) will be completed. Short-term vegetable crops will be established to generate early income while orchard crops mature.

Short-term crops to be planted (with estimated price per pound):

- **Long Daikon:** 2-month planting cycle – \$0.80-\$1.20 per lb
- **Cucumber:** 3-month planting cycle – \$0.80-\$1.50 per lb
- **Long Beans:** 3-month planting cycle – \$1.80-\$3.50 per lb
- **Tomato:** 3-month planting cycle – \$1.50-\$2.50 per lb

Multiple planting cycles per year will ensure continuous production and steady cash flow.

Long-term orchard crops established in Year 1 (with estimated price per pound):

- **Banana:** 1-year harvest cycle – \$1.20 per lb
- **Papaya:** 1-year harvest cycle – \$1.00 per lb

- **Mango:** 3-5-year maturity – \$3.00 per lb
- **Avocado:** 3-5-year maturity – \$5.00 per lb

Year 3-5: Orchard Expansion and Sustained Mixed Production

From Year 3 onward, production will shift toward maintaining a balance of vegetable crops and maturing orchard trees. By Year 5, the farm will have full utilization of the 6 acres – approximately 3 acres for orchard crops and 3 acres for rotational vegetables. This plan ensures continuous production, effective land use, and diversification to reduce crop risk.

Estimated Crop Allocation at Full Operation:

Crop Type	Acres	Crop Cycle
Long Daikon	1 acre	2 months
Cucumber	1 acre	3 months
Long Beans	1 acre	3 months
Tomato	1 acre	3 months
Banana	1 acre	1 year
Papaya, Mango, Avocado (mixed orchard)	1 acre	1-5 years

Basic infrastructure, such as irrigation lines, compost area, tool shed, and access paths, will be developed gradually to support efficient operations.

Land Preparation Request

Anurat Farm LLC respectfully requests a **4-6 month preparation period** prior to initial planting. This period will be dedicated solely to **land clearing and soil conditioning** to ensure the field is properly prepared for crop establishment.

These activities will include:

- Clearing existing vegetation and debris
- Conducting basic soil conditioning and amendments to improve fertility and structure

This preparation period is essential to create optimal soil conditions for planting and to support healthy, productive crop growth during the initial phase of farm operations.

Fee Payment Plan

Because this project will require upfront investment for land preparation, infrastructure, and planting of long-term crops, **Anurat Farm LLC** proposes a **scaled fee payment plan** based on productive capacity and crop revenue.

The following schedule outlines projected land utilization and fee payment during the 5-year lease period:

Year	Acreage Developed	Acreage Harvested	Fee Payment Acreage
Year 1	3 acres	2 acres	2 acres
Year 2	5 acres	4 acres	4 acres
Year 3	6 acres	5 acres	5 acres
Year 4	6 acres	6 acres	6 acres
Year 5	6 acres	6 acres	6 acres

This approach aligns payments with production growth, supporting farm stability while maintaining fair compensation for land use.

Summary

Anurat Farm LLC aims to create a sustainable mixed-use agricultural system that integrates short-term vegetable cultivation with long-term orchard production. The farm will provide steady cash flow, local food production, and responsible land management throughout the 35-year lease period. Through efficient planning, diversified cropping, and responsible stewardship, **Anurat Farm LLC** will maximize productivity and long-term sustainability of **Field GA-03** in Wahiawa.

EXHIBIT D

Conservation Plan
[see following pages]

Addendum

[see following pages]

ADDENDUM TO LICENSE AGREEMENT NO. LI-GA-22-01

Between

State of Hawaii Agribusiness
Development Corporation (LICENSOR)

And

LAW TIENG'S FARM LLC (LICENSEE)

LICENSOR and LICENSEE further agrees as follows:

It has long been a goal of the State to make Hawaii sustainable in food production to reduce imports of food crops. In keeping with that goal, it has been made a priority to license lands to those who are engaged in or intend to engage in food production to replace imports. It will be important that the Licensees are clear that they are on State lands, with a favorable license rent and long tenure. In exchange, there is expectation that each licensee will demonstrate pride in how they utilize public lands.

- 1) Notwithstanding item 10 of the License Agreement, there shall be no sublicensing allowed on Galbraith lands. Any Licensee who violates this rule will be required to surrender his/her license immediately.
- 2) All Licensees must agree to practicing "good agricultural practices," both in the fields and in the packing area, and best management practices on the land.
- 3) A cleaning/packing facility established by ADC, if at all, will be for the shared benefit of the Licensees.
- 4) All Licensees must complete ADC-approved classes in food safety to clearly understand what is expected of them in terms of record keeping and sanitation. Regular inspections will be conducted to ensure this rule is enforced.
- 5) No structures will be allowed on Galbraith lands for packing/processing unless approved by ADC. Licensees with approved facilities off-site may continue to utilize them.
- 6) All laws of the federal and state agencies regarding agricultural practices must be adhered to including labor, lands management and conservation practices.

- 7) ADC will share the security costs with Licensees provided during the evening/early morning hours to help prevent trespassing and theft.
- 8) ADC will share the field sanitation facilities costs with Licensees.
- 9) Storage of farm machinery and chemicals near the Bott Well facility where a security guard is posted is recommended. A container will be provided for chemical storage needs under lock and key.
- 10) In addition to paying the license fee, Licensee agrees to pay for security, maintenance and water meter costs.
 - a) Security cost is to provide a security officer to protect the Bott Well pump, industrial engine and machinery and materials from theft and vandalism. At the time of the execution of this License, the security cost for 12 hours a day for 5 days a week for one year is equal to \$66,067.20. The weekend cost is equal to \$60,561.60 for one year. The total cost is equal to \$126,628.80 per year. Licensees are expected to pay 80% of the security costs (\$126,628.80) which is \$101,303.04. The other 20% security cost will be paid by the Licensors. The \$101,303.04 security cost is divided by the total Galbraith farm land acreage (1,200 acres) which is equal to \$84.42 per acre per year. In the future, the security cost is subject to change and will be recalculated if costs should increase or decrease.
 - b) Maintenance cost is to provide portable toilets in the farm work areas. The maintenance cost is an equally shared cost between the Licensors and Licensee. At the time of the election of this License, the cost is \$25 per month. In the future the maintenance cost is subject to change and will be recalculated if costs should increase or decrease.
 - c) Water Meter and installation costs are to be paid by the Licensee and the estimated costs are listed by size below. If the Licensee should move from the Galbraith land, the Licensee is allowed to take its water meter, provided that no damage is caused to the irrigation connection. Except for normal wear and tear, Licensee shall be responsible for any damage caused to the irrigation connection.

Irrigation Distribution System

Based on the lot acreage either a 2", 3" or 4" sized water meter, with a riser will be installed along with a concrete pad (see estimated cost below). The Licensor will pay for all other irrigation costs except the water meter, back flow & ball valves.

At the time of the execution of this License, the costs of the water meters are as follows:

2" Riser	\$825	
2" meter & backflow valve & ball valve	<u>\$2,700</u>	
Concrete Housekeeping pad	\$1,785	Total
\$5,310		

3" Riser	\$1,100	
3" meter & backflow valve & ball valve	<u>\$4,850</u>	
Concrete Housekeeping pad	\$1,785	Total
\$7,735		

4" Riser	\$1,450	
4" meter & backflow valve & ball valve	<u>\$5,700</u>	
Concrete Housekeeping pad	\$1,785	Total
\$8,935		

Water User Agreement

[see following pages]

Water User Agreement
Addendum to License Agreement LI-GA _____
Exhibit E

This Agreement entered into between the State of Hawaii Agribusiness Development Corporation (“ADC”) whose address is 235 S. Beretania Street, Ste. 205, Honolulu, Hawaii 96813, and ANURAT FARM LLC, a Hawai‘i limited liability company, whose address is Post Office Box 286, Kunia, Hawai‘i 96759.

Whereas the USER desires to use water delivered through irrigation infrastructure owned by ADC, USER hereby enters into this Water User Agreement (“Agreement”) and agrees to comply with the terms of this Agreement, their License Agreement No. LI-GA _____ (“License”), HRS ch. 174C, and any other applicable county ordinances and state and federal laws, rules and regulations, now or hereafter in effect.

To that end, the parties agree to the following terms:

1. Term: This Agreement shall be effective on _____, and shall terminate upon the termination of the License, when USER quits the property covered by the License, or upon the earlier termination of this Agreement or the License at ADC’s discretion, whichever shall first occur.
2. Availability: ADC agrees to deliver to USER a quantity of available water based on the USER’S pro rata share of the acreage of the designated service area of the water system. ADC reserves the right, at its sole discretion, to ration or reallocate any or all available water at any time. USER expressly acknowledges that ADC does not guarantee the availability of water.
3. Character of Use: Water delivered by ADC shall be used only for agriculture-related purposes, in accordance with the terms of USER’S License and conservation plan.
4. Potability: USER acknowledges that water obtained from ADC is not potable. USER is solely responsible for their use of the water.
5. Fees and Schedule: USER agrees to pay ADC \$1.75 per 1,000 gallons of water as metered, plus applicable taxes. USER also agrees to pay the cost of acquisition and installation of water meters of an appropriate type, size and capability as a condition of water delivery. ADC shall invoice USER on or around the 15th of every month for the previous month of service for the volume of water delivered and all other incidental costs such as the cost of the water meter, commencing from the date of execution of this Agreement. Payment shall be due on the 15th of the month after the date of invoice. ADC reserves the right to assess a monthly late fee of 5% on USER’s past-due balance for each month of delinquency. ADC reserves the right to adjust future water rates, commencing on July 1, 2022 and every two (2) years thereafter, payment terms, policies, and time and place of payment, from time to time, as determined by ADC’s Board of Directors, and subject to the costs associated with operating and maintaining the well and delivery systems. USER expressly acknowledges that ADC is only providing infrastructure for the delivery of water and is not selling water.
6. Operation: The meter and main valve shall be part of the property, and under the sole control of ADC. USER is expressly prohibited from manipulating or adjusting valves, meters, or flow under ADC’s control. Violations of this term shall constitute grounds for both the immediate termination of this Agreement and termination of water. USER agrees to promptly report any meter or system issues to ADC, or their contracted system operator. USER is prohibited from tampering with, adjusting, desecrating, or intruding upon any portion of the water system, prior to and including, the meter, or any other point of the water system that exists upstream of the meter.
7. Infrastructure: All water delivery infrastructure from the water source, up to and including the main meter, is the property of ADC. ADC shall install, at the USER’S expense, a meter to monitor USER’s water use. ADC, or their contracted system operator, shall be solely responsible for monitoring and maintaining the meter, and reserves the right to repair or replace the meter, as

necessary, and bill associated costs to the USER. USER shall be responsible for the installation, management, maintenance, and repair of all infrastructure from the meter to the various distribution points in their fields.

8. Improvements: USER agrees to provide ADC with drawings and schematics of all irrigation lines in relation to the premises, including meters, valves, junctions, backflow preventers, connections, boosters, etc., and to update those drawings and schematics as USER's system is modified or improved.
9. Water Storage: USER shall maintain and repair, at USER's sole cost, any reservoir or other water storage facilities (collectively "Water Storage") on the licensed premises to a condition acceptable to ADC. ADC shall have no obligation whatsoever to maintain or repair the Water Storage. Any improvements made to the Water Storage must be approved by ADC in accordance with the License. Any damages to ADC's Water Storage or to any third party as a result of misuse or negligence by User shall be User's responsibility.
10. Contamination: USER shall maintain either a minimum three (3) foot airgap between the termination of any Water Storage feed line and the surface of the water at all times, OR a back-flow preventer, so positioned between the meter and the Water Storage, to prevent back-flow contamination of ADC's irrigation main line.
11. Hold Harmless: USER agrees to hold ADC harmless from any damages, including loss of crop due to availability, quantity, potability, or suitability of the water ADC provides. This paragraph shall survive the termination of this Agreement.
12. Indemnity: USER shall indemnify, defend, and hold harmless the State of Hawaii, ADC, and their officers, employees, and agents from and against any claim or demand for loss, liability, damage, cost, expense, and attorneys' fees, including claims for property damage, personal injury, or wrongful death, arising out of any act or omission of USER, and from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants, and conditions herein or the laws, ordinances, rules, and regulations of the federal, state, or county governments now or hereafter in effect. This paragraph shall survive the termination of this Agreement.
13. Force Majeure: ADC shall not be liable for any failure of or delay in the performance of this Agreement for the period, provided that such failure or delay is beyond the reasonable control of the parties, materially affects the performance of any of its obligations under this Agreement, and could not have been reasonably foreseen or provided against.
14. Governance: USER agrees to comply with and be bound by any bylaws, rules, and policies of ADC, and the laws, ordinances, rules, and regulations of the federal, state, or county governments, now or hereafter in effect. It is expressly agreed that this Agreement shall be governed by the laws of the State of Hawaii, and that any lawsuit or disagreement shall be brought in a court of the State of Hawaii.
15. Severability: Should any provision of this Agreement be declared void or unenforceable, all remaining provisions shall remain in full force and effect.
16. Default: In the event the USER shall default on any provision of this Agreement that is not delinquency-related, by refusing or failing, without just cause, to utilize the water delivery system in a manner as set forth in this Agreement, ADC may issue a Letter of Default with an itemized list of corrective actions. USER shall have 30 days from the date of the letter to satisfactorily address the list of corrective actions, after which ADC reserves the right to sever USER's water connection until all corrective actions have been satisfactorily made. ADC may restore the water connection upon written request from USER. For default involving non-payment or partial-payment, ADC reserves the right to shut off water immediately at such time that delinquency occurs, as determined by the invoice due date. Reconnection shall occur only after full payment has been made, and upon written request from the USER.
17. This Agreement sets forth all of the contracts, agreements, conditions, understandings, promises, warranties and representations between the ADC and this USER regarding the delivery of water

from ADC to this USER. This Agreement supersedes all prior contracts, agreements, conditions, understandings, promises, warranties, and representations oral or written, express or implied, between the ADC and this USER other than as set forth or as referred to herein.

(Signatures on following page.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this ____ day
of _____, 20 ____.

LICENSOR:

State of Hawaii
Agribusiness Development Corporation

By: _____
Its: Executive Director

Date: _____

LICENSEE:

ANURAT FARM LLC,
a Hawai'i limited liability company,

By: _____
Its: _____

Date: _____

(The balance of this page is intentionally blank.)

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

On this ____ day of _____, 20____, before me appeared **WENDY L. GADY**, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of the STATE OF HAWAI'I, AGRIBUSINESS DEVELOPMENT CORPORATION, a State Agency of the State of Hawai'i; and that said instrument was signed on behalf of said agency by authority of its Statutes; and said **WENDY L. GADY** acknowledged said instrument to be the free act and deed of said Agency of the STATE OF HAWAII.

Name: _____

Notary Public, State of Hawai'i

My commission expires: _____

(Notary Stamp or Seal)

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description:	License Agreement No. _____
Document Date: _____	
No. of Pages: _____	
Jurisdiction (in which notarial act is performed): _____	
Signature of Notary	Date of Notarization and Certification Statement
(Notary Stamp or Seal)	
Printed Name of Notary	

STATE OF HAWAII)
) ss.
CITY & COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____, personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Name: _____

Notary Public, State of Hawaii

My commission expires: _____

(Notary Stamp or Seal)

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description:	License Agreement No. _____ _____
Document Date: _____ No. of Pages: _____ Jurisdiction (in which notarial act is performed): _____	
Signature of Notary	Date of Notarization and Certification Statement (Notary Stamp or Seal)
Printed Name of Notary _____	

MEMORANDUM OF AGREEMENT
BETWEEN
STATE OF HAWAII AGRIBUSINESS DEVELOPMENT CORPORATION
AND
THE UNIVERSITY OF HAWAII

PROJECT: EGG CRACKING FACILITY PROOF OF CONCEPT STUDY

This MEMORANDUM OF AGREEMENT (hereinafter referred to as “MOA”) is executed on the respective dates indicated below and effective _____, by and between the STATE OF HAWAII AGRIBUSINESS DEVELOPMENT CORPORATION (hereinafter referred to as “ADC”), whose business address is 235 S. Beretania Street, Suite 205, Honolulu, HI 96813, and the UNIVERSITY OF HAWAII (hereinafter referred to as “UH” or the “University”), whose business address is Bachman Hall, 2444 Dole Street, Honolulu, HI 96822, on behalf of the UNIVERSITY OF HAWAII COMMUNITY DESIGN CENTER (hereinafter referred to as “UHCDC”), whose business address is 2410 Campus Road, Room 101A, Honolulu, HI 96822. ADC and UH are each sometimes referred to herein individually as a “party” and collectively as the “parties.”

1. BACKGROUND

A shared egg-cracking facility will be critical to the state’s food sustainability goals, by supporting egg farmers and food producers and restaurants that prefer to use liquid eggs. Between 85% and 90% of Department of Education’s food, including liquid eggs, are imported from the mainland. The aim is to produce enough liquid eggs to cover DOE’s demand at a minimum. This project will explore the design of a new egg-cracking facility on the parcel at 650 Kilani Avenue.

2. GOALS AND OBJECTIVES

UHCDC will support the integration of the design of an egg-cracking facility into a School of Architecture Fall 2025 ARCH 416 Advanced Design Studio. This provides students with an opportunity to engage stakeholders and to apply their learning to real world issues. ARCH 416 students enrolled in the course and the instructor teaching the course will not be paid for their academic work. Funds will be used to cover printing and fabrication and to support a UHCDC project team which will work alongside the course as teaching assistants and project staff. The project team will continue to develop the work after the completion of the course integration. The outcomes of this work will inform CIP requests for land acquisition, planning, design, and construction, and provide a bridging document for future professional teams.

3. AGRIBUSINESS DEVELOPMENT CORPORATION

Established in 1994, ADC’s role is to protect the future of agriculture in Hawaii by facilitating its transformation from a dual crop economy of sugar and pineapple to a multi-crop industry. Its mission is to acquire and manage, in partnership with farmers, ranchers and aquaculture groups, selected high-value lands, water systems and infrastructure for commercial agricultural use and to direct research into areas that will lead to the development of new crops, markets and lower production costs. Its responsibilities include transitioning former plantation lands and water systems to diversified long-term agricultural use, initiating and developing diversified agriculture facilities, and finding innovative solutions for issues facing the agricultural industry today.¹

4. UNIVERSITY OF HAWAII COMMUNITY DESIGN CENTER

UHCDC is a service-learning program and teaching practice established and led by the UH School of Architecture, that provides a platform for applied research, planning, placemaking, and design involving UH faculty, staff,

¹ DBEDT website, July 1, 2024: <https://dbedt.hawaii.gov/adc/about-us/>

students, and partnered professionals across UH campuses, departments, and professional disciplines.

5. PROOF OF CONCEPT

Proof of Concept describes a scope of work that includes stakeholder involvement, applied research, conceptual planning, and design investigation that informs annual budget requests and procurement of design professionals. These services are preliminary and typically include but are not limited to a set of analyses, applied research, design schemes, criteria, and initial costs that assist with future project justification and project definition. Proof of Concept services are typically ahead of and not in lieu of design services provided by professional consultants. However, Proof of Concept services can be exercised concurrently with professional consultants to oversee the continuity of the Proof of Concept intents.

6. SCOPE OF WORK

UHCDC shall perform/oversee the following tasks:

Phase 1 Course Integration

- Meet with ADC to visit the site.
- Class visit to VAPDC and project site.
- Mid Review presentations - stakeholder feedback
- Final Review presentations - stakeholder feedback

Phase 2 Alignment

- Meet with ADC to review course outcomes, compile, organize, and select final option(s).
- Outreach to other subject matter experts and stakeholders as needed in individual meetings.
- Confirm final direction for design refinement.
 - Note, this proof of concept study does not include planning or organizing broader community engagement outside of the Phase 1 studio reviews. It does anticipate attending and presenting in community engagement organized by others.

Phase 3 Design

- Develop program matrix and adjacency diagram.
- Develop 2 site and building options.
- Produce proof of concept site plan, floor plans, sections, diagrams, and renderings.
- Coordinate business plan development.
- Coordinate 0% cost estimate.
 - Note, this scope of work does not include any other subcontractors to evaluate feasibility and costs for the project with respect to: civil, mechanical, electrical, traffic, geotechnical, cultural, historic, HAZMAT, or other issues.

Phase 4 Communication

- Compile the work developed into a bridging document with project description, objectives, site analysis, precedent study, stakeholder feedback, program, proof of concept drawings, process/flow diagrams, and renderings.
- Final Presentation/bridging document hand-off to ADC.
- 3-4 meetings to transition the project to RFP and professional team.

7. TENTATIVE SCHEDULE AND DELIVERABLES

A work plan will be submitted at the beginning of the project. Any revisions to the scope and schedule thereafter will be revised and submitted for approval by UHCDC's and ADC's principal representatives. Upon written approval of any revised work plan, it shall be incorporated into and become a part of this MOA.

<u>Month</u>	<u>Tasks</u>	<u>Deliverables</u>
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Phase 1	Course Integration	
Week 1	Kick off with ADC/Site Visit	Work plan and Meeting minutes
Week 4	Mid Review presentation	Mid Review notes
Week 8	Final Review presentation	Final review notes
Phase 2	Alignment	
Week 10	Meeting debrief with ADC/stakeholders	Meeting minutes
Week 11-12	Additional stakeholder/expert/business consult	Meeting minutes
Phase 3	Design	
Week 12-16	Develop final designs	
Week 16	Stakeholder review	Presentation PDF
Week 17-18	Revision	
Week 18	Coordinate with cost estimator + business consultant	
Phase 4	Communication	
Week 19-22	Develop final bridging document	
Week 22-24	Submit pre-final bridging document	Pre-final PDF
Week 25-26	Submit final bridging document	Final PDF, 2 hard copies
Week 27+	Transition to professional team	3-4 meetings, attendance

8. EXCLUSIONS (NOT IN PROJECT SCOPE)

As-built/ on-site measurements of existing buildings

Archeological Services

Life Cycle Cost Assessment

Engineering services (Civil, Surveyor, Structural, Electrical, Mechanical, Geotech/Soils, Acoustic, Traffic, Ocean, or other)

Cultural or Environmental Assessment, EIS, EA, CIS

HAZMAT testing

LEED or other certification program services

Permitting services/Third Party Review

Topographic Survey

Testing (Toning, water flow, water quality, or other)

Any other consultant or partner not listed above or in cost breakdown

Any presentation, submittal, service, or report not listed above

Any revisions after the bridging document is submitted will be considered an additional service.

9. BUDGET AND PAYMENT SCHEDULE

The total price for this MOA shall not exceed NINETY-NIN THOUSAND TWO HUNDRED NINETY THREE DOLLARS \$99,293. See the Budget and Payment Schedule, attached hereto and incorporated herein as Attachment 1. Total project expenses will include a 15% overhead to support UH CDC and School of Architecture fiscal and administrative support, space, outreach, and communications.

Upon satisfactory completion of the work described above in Section 6 (Scope of Work) and Section 7 (Tentative Schedule and Deliverables), payments will be made in accordance with the Budget and Payment Schedule (Attachment 1). All UH expenditures shall comply with all University policies and procedures.

The University will invoice ADC for deliverables according to the payment schedule indicated in Attachment A. ADC shall remit payment by check, funds transfer, or other mechanisms arranged and agreed upon by both parties in writing to University of Hawai'i School of Architecture, 2410 Campus Road, Room 200, Honolulu, HI 96822. Each payment must reference the invoice number and project title for purposes of identification. Payments can be made by check to "University of Hawai'i" with UH CDC account #MA 3400259 in the memo line. Payments can also be

transferred directly into that account.

10. NO PARTNERSHIP

UH and ADC are independent contractors, and neither is an agent, joint venturer, or partner of the other. Each party shall maintain sole and exclusive control over its personnel and operations.

11. INTERGOVERNMENTAL COMMUNICATIONS

To provide for consistent and effective communication between UH and ADC, each party shall appoint a Principal Representative/Principal Investigator to serve as the central point of contact for communication on matters relating to services to be provided through this MOA. Principal Representatives may differ for different parts of the scope of work. A detailed work plan for each scope item will include the appropriate Principal Representative to serve as the central point of contact.

UH PRINCIPAL REPRESENTATIVES/PRINCIPAL INVESTIGATOR:

Cathi Ho Schar, FAIA LEED-AP
Associate Professor, Director
UHM School of Architecture
2410 Campus Road Room 101A
Honolulu, HI 96822
(808) 956-4704
cathi@hawaii.edu

ADC PRINCIPAL REPRESENTATIVES/POINTS OF CONTACT:

Wendy Gady
Executive Director
235 S. Beretania Street #205
Honolulu, HI 96813
(808) 586-0186
wendy.l.gady@hawaii.gov

Ken Nakamoto
Project Manager
235 S. Beretania Street #205
Honolulu, HI 96813
(808) 586-0087
Ken.T.Nakamoto@hawaii.gov

12. INTELLECTUAL PROPERTY

The parties shall confer in good faith to resolve any difference regarding ownership or use of intellectual property. If the differences are not resolved to their mutual satisfaction, any party may immediately terminate or rescind this MOA upon written notice to the other party.

The UH/CDC, Principal Representatives/Principal Investigators, associated faculty, students, and partners involved in the project shall be credited for the appropriate scope of work provided in any public representation of the work or as agreed upon in the MOA.

The UH/CDC, Principal Representatives/Principal Investigators, associated faculty, students, and partners involved

in the project shall have the right to include and represent this work in their academic and professional portfolios, conference papers and presentations, speaking events, awards or recognition related submittals, unless otherwise agreed upon.

ADC, pursuant to procurement regulations and requirements, shall have sole ownership of all work and products generated and/or completed under this MOA, unless specified otherwise by written mutual agreement between ADC and UHCDC.

13. AMENDMENT, MODIFICATION AND TERMINATION

This MOA may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this MOA by providing written notice to the other party. The termination shall be effective thirty (30) calendar days following written notice, unless a later date is set forth by mutual agreement. In the event of termination:

- UHCDC shall be responsible for the completion of deliverables specified in this MOA for work undertaken up to the point of receipt of a written notice to terminate this MOA, unless mutually agreed otherwise by the parties.
- UHCDC shall be responsible for transferring any on-going work to ADC as a result of the termination of the MOA.
- ADC shall be responsible for paying for any costs incurred and non-cancellable commitments for labor and completed deliverables made by UHCDC under this MOA up to the point of receipt of a written notice to terminate this agreement, unless mutually agreed otherwise by the parties.

14. EFFECTIVE DATE

This MOA shall be effective from the effective date as set forth above and shall remain valid until the project is completed and all payments have been made, or until either party terminates the MOA, whichever comes first.

15. EXECUTION

The MOA may be executed by the parties in counterparts, all of which taken together shall be deemed one and the same instrument. Signatures transmitted by facsimile or via email in a PDF format shall have the same force and effect as original signatures on this MOA.

(The remainder of this page is left intentionally blank. Signature page(s) to follow).

16. APPROVALS

In Witness Whereof, the parties have caused this Memorandum of Agreement to be executed by their duly authorized representatives by their signatures below.

FOR THE UNIVERSITY OF HAWAI'I By: _____ Wendy Hensel President, University of Hawai'i Date: RECOMMEND APPROVAL By: _____ Mo Zell Dean, UHM School of Architecture Date: By: _____ Cathi Ho Schar Associate Professor, UHM School of Architecture Director, University of Hawai'i Community Design Center Date:	FOR THE AGRIBUSINESS DEVELOPMENT CORPORATION By: _____ Wendy Gady Executive Director Date: APPROVED AS TO FORM By: _____ Name: Deputy Attorney General Date:
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Attachment A								
10/23/2025								
ADC Egg Cracking Facility								
BUDGET AND PAYMENT SCHEDULE								
Subject to all UH policies and procedures								
STUDENTS	weeks	hours/week	rate	#	subtotal	fringe .73%	subtotal	totals
Phase 1- Student Teaching Assistant	8	12	\$23.80	1	\$2,285	\$16.68	\$2,301	
Phase 2 - Student Assistant	4	12	\$23.80	1	\$1,142	\$8.34	\$1,151	
Phase 3 - Student Assistant	6	12	\$23.80	2	\$3,427	\$25.02	\$3,452	
Phase 4 - Student Assistant	8	12	\$23.80	2	\$4,570	\$33.36	\$4,603	
Subtotal								\$11,507
CASUAL HIRE/TEMP FULL TIME	weeks	hours/week	rate	#	subtotal	fringe 2.47%		
-	0	0	\$0.00	0	\$0	\$0.00	\$0	
-	0	0	\$0.00	0	\$0	\$0.00	\$0	
Subtotal								
STAFF	weeks	hours/week	rate	#	subtotal	fringe 59.5%		
Phase 1 Project Manager APT Band B	8	9	\$31.00	1	\$2,232	\$1,328.04	\$3,560	
Phase 2 Project Manager APT Band B	4	32	\$31.00	1	\$3,968	\$2,360.96	\$6,329	
Phase 3 Project Manager APT Band B	6	32	\$31.00	1	\$5,952	\$3,541.44	\$9,493	
Phase 4 Project Manager APT Band B	8	32	\$31.00	1	\$7,936	\$4,721.92	\$12,658	
Phase 1-4 Senior Research Associate	26	4	\$50.00	1	\$5,200	\$3,094.00	\$8,294	
Subtotal								\$40,334
SUBCONTRACTORS								
Phase 3 Cost Estimate (allowance)							\$5,000	
Phase 3 Business Plan							\$20,000	
Subtotal								\$25,000
FACULTY								
Phase 3 Overload and professional development/conference - Ho Schar							\$3,000	
Subtotal								\$3,000
EQUIPMENT (over \$5,000 per purchase)								
NA							\$0	
								\$0
MATERIALS AND SUPPLIES								
Phase 1 - Start-up, software, meeting supplies							\$1,500	
Subtotal								\$1,500
PUBLICATION/REPRODUCTION								
Phase 1 - Printing and fabrication for course							\$2,000	
Phase 2-4 - Printing and fabrication for team							\$3,000	
Subtotal								\$5,000
SUBTOTAL DIRECT COSTS								\$86,342
UHCDC OH (15%)								\$12,951
								\$99,293
Payment Schedule					Deliverables			
Payment 1	0.5	\$49,647			Submittal of work plan, for project start up			
Payment 2	0.25	\$24,823			Submittal of Phase 3 deliverables			
Payment 3	0.25	\$24,823			Submittal of Phase 4 bridging document			
Total		\$99,293						