

Attachment S

Provide, in **Attachment S**, a list of all current and identified nonprofit board members that complies with the State Ethics Code. Describe the intended role of each member, and their experience and qualifications relevant to supporting the proposed school.

List of Current Board Members of Namahana Education Foundation (NEF) that complies with the State of Ethics Code



Jessica Anne Kauionalani "Kau'i" Fu, Chair

Bachelor of Arts in Sociology & Ha'awina Hawai'i/Hawaiian Studies, University of Hawai'i at Hilo, 2011

Ho'okele Polynesian Navigation & Malama 'Aina Certificate, Kaua'i Community College, 2008

Kau'i Fu is a Kaua'i native committed to the island community that has raised her. In her current profession she holds the title of Community Services Coordinator at the Waipa Foundation, a non-profit whose

mission is to restore Waipā's vibrant natural systems and resources and inspire healthy, thriving communities connected to their resources. Her passions include 'aina-based education and hands-on learning, sailing and paddling wa'a/canoes, and harvesting and preparing food with her 'ohana. She is a mother of two children residing in Kilauea. Kau'i is a civil servant and up and coming 'oiwi leader of Halele'a who is engaged in the work of Hanalei Hawaiian Civic Club and serves as a coach for the Hanalei Canoe Club youth program.



Lorrie Meyercord, Treasure

Bachelor of Arts, Fine Art and Italian, Duke University

Master of Science Traditional Chinese Medicine, American College of TCM - San Francisco

Lorrie grew up on a farm in New Jersey, and her family visited the Hawaiian islands when she was 6 years old, sparking a dream to live there one day. In 2015, she had the opportunity to fulfill that dream and move to Kaua'i with her two young daughters, who both attend Hanalei Elementary. She sits on the Namahana Education Foundation board as Treasurer.

Early in her career, Lorrie worked as an Art Director at various advertising agencies in San Francisco. She later built a practice as a healer using acupuncture, Chinese herbs and other healing methods. After 12 years of working in the healing arts, she moved to Kaua'i and transitioned back into fine art and began to focus on impact investing, particularly in the creative economy. She co-founded Conscious Endeavors, a wealth management company that aligns capital with inspiring entrepreneurs and organizations. Having recognized the shortage of studio art space in Hawaii, she was particularly drawn to the organization Artspace whose mission is to create, foster, and preserve affordable and sustainable space for artists. Ola Ka 'Ilima Artspace, located in Kaka'ako, opened in 2019. This property is a mixed-use arts development blending live/work space for artists and their families, space for non-profit partners, and space for community events and gatherings. She is happiest in her

own art studio painting or teaching art to her kids and their classmates. Last year she loved teaching a series of art classes to a local group of 5th graders on the north shore of Kaua'i.



Holly M. Dyre, Secretary

Bachelor of Arts, Communications, New York University

Holly was born at Wilcox Hospital on Kaua'i, and spent most of her formative years in Kobe, Japan where she attended Canadian Academy, a K-12 international school. Her summers were spent on Kaua'i with her family and hānai ohana where she found her passions: surfing, studying hula, and free diving.

After graduation she worked in fashion/editorial styling and public relations, which took her to Shanghai where she studied Mandarin (her mother's native language).

She eventually moved back to NY when she was offered a position in Wholesale Marketing for Harry Winston Jewelry where she could utilize her Japanese and Mandarin language skills. After over 20 years in New York City, she and her husband decided to move back to Kaua'i where they are raising their two daughters that are 8 and 10 years old and attend Kilauea Elementary School.

Holly currently manages her family's properties on Kaua'i and Japan, and serves on the Board of Directors for the Namahana Farms Community Association, as well as the Design Committee for Namahana Farms Subdivision. Her family has also been an original member of the Kaua'i Watershed Alliance since its inception in 2003 and Holly is currently serving as Chair. Holly is excited to bring her diverse work and life experiences to support Namahana Education Foundation. She is passionate about providing access to a well-rounded 'āina based education where students can learn practical life skills while deepening their relationship with the natural world, Kaua'i and Hawaiian culture.



Billy Eckert

Bachelor of Science, Marketing, University of North Florida 2003

Bachelor of Science, Management, University of North Florida 2003

Raised in coastal Florida, Billy's avid love for the ocean lured him to Kaua'i in 2007. With a background in sales and marketing after 10 years in the Surf Industry, Real Estate was a natural fit. Billy has been a resident on the North Shore since his move here almost 15 years ago. Over that period, he has been involved in over \$800 million dollars in transactions, has successfully guided 100's of local, national and multinational clients with their real estate acquisitions and dispositions and has consistently been an award winning and top producing agent.

A father of 2 and 14-year-old daughters, Billy has volunteered at Hanalei School and Home School Now and recently helped fund the repaving of the Hanalei basketball court via an earmarked donation to the Hanalei Initiative.



KATHRYN A. NELSON

With nearly 30 years of experience in philanthropy, Kathy Nelson recently retired from the Hawaii Community Foundation where she was the Senior Vice President of Philanthropy. Prior to joining HCF, Kathy was Vice President for Advancement at Punahou School where she was a primary architect of the successful Ku'u Punahou Campaign which ended in June 2019 and exceeded its \$175 million goal.

In addition to Punahou, she has used her philanthropic experience to benefit the University of Hawaii Foundation, working there nearly 15 years with her final role as Vice President of Development responsible for fundraising across the state. She was also vice president and managing director at Grenzebach Glier and Associates, an international philanthropic management consulting firm. As a community volunteer, she has served MADD (Mothers Against Drunk Driving) on both the Hawai'i board and the national board.

She currently serves on the East West Center Foundation Board where she is chair of the development committee. She and her husband Jon raised their sons Sean and Ian in Hawaii. Sean now lives with his family in Florence, Italy, and Ian and his family live in Princeville on Kaua'i.

List of Current Board Members of Kaua'i North Shore Community Foundation, Namahana School's current Fiscal Sponsor



Rory Enright, Board President

Area of Expertise: Management, Human Resources, Community Engagement

Bio: Rory is a highly engaged and active member of the local North Shore community. In addition to serving as president of the Kaua'i North Shore Community Foundation, Rory is on the board of the Kaua'i Chamber of Commerce and member of its Government Affairs Committee, is an active leader of the Princeville Community Emergency Response Team (CERT), and was previously the General Manager of the Princeville Community Association (PHCA).



Mary Paterson, Vice President

Area of Expertise: Community Engagement, Nonprofit Management

Bio: Originally from Henley-on-Thames, England, Mary has made the North Shore her home for over 30 years. Her first job on Kaua'i was with Princeville Corporation becoming the Promotions Manager in the marketing department. She started her own business, Custom Care Company, working with VIP clients to coordinate their property and concierge needs. Now retired, she keeps busy volunteering and staying healthy. Mary is a founding member of the Foundation, and is active on the board and the education and finance committees. She leads the educational enrichment program team helping North Shore youth succeed in their schoolwork.



Lorraine Mull, Education Chair

Area of Expertise: Fundraising, Legal

Bio: Lorri has been a property owner on Kaua'i since 1984 and a full-time resident of the North Shore since 1992. Originally from Louisiana, Lorri was a law clerk to the Chief Justice of the Louisiana Supreme Court and served as Dean of Admissions of Tulane Law School, prior to engaging in a full-time law practice. She served on the board of the Women's Health Foundation in Louisiana, and was named as one of the "Outstanding Young Women of America". Lorri was actively involved as a board member for the Hanalei and Kula PTSA for many years and a volunteer for the Red Cross swimming program.



Ken Rosenthal, Board Member

Area of Expertise: Finance

Bio: A permanent resident of Kaua'i, Ken is a passionate advocate for physical and fiscal fitness. He has taught fitness classes for over 30 years, is a former 6-time U.S., National, and World Aerobic Champion, and owned a health and fitness club in San Diego. Ken has an MBA in Marketing, Finance and Entrepreneurship from Arizona State University and a BA in Economics from the University of California, Berkeley. For almost 30 years, Ken has worked for a non-profit economic development lending company, with a nationwide mission to increase access to capital for owner-user commercial real estate and business loans. Ken is the Chair of the Foundation's Health & Wellness Committee and serves on the boards of the non-profit organizations Anaina Hou Community Park and the Kaua'i North Shore Business Council.



April McGinnis, Secretary

Area of Expertise: Fundraising, Event Planning

Bio: April has been an active volunteer on the North Shore since the time she moved to Princeville with her husband and three daughters in 2006. Her volunteer roles have included: Hanalei School PTSA Treasurer (4 years), the only North Shore Girl Scout Troop Leader (6 years), and Kapa'a High School PTSA Secretary and Treasurer (over 4 years). In addition to serving as the Secretary for the Kaua'i North Shore Community Foundation, April is a committee member for the North Shore Dog Park and the Savor Wine and Chocolate fundraiser. April is currently the Director of Operations at the Princeville Community Association where she has worked since 2006; is a Registered Investment Adviser with a North Shore-based investment advisory firm; provides bookkeeping services for a local construction company; and bakes desserts for her cake and cupcake business.



Rose Vali, Board Member

Area of Expertise: Technology

Bio: Rosemary Vali is a web developer, PHP and JavaScript programmer and a user experience designer. An early pioneer in motion graphics and the Macromedia Flash platform, Rose was involved in developing three open-source software projects, working as a lead developer for Campus Commons, as well as a developer on teams for the learning management system Moodle and Drupal, a content management system. Rose is currently working with nonprofit clients on the Salesforce CRM platform. A longtime education advocate, Rose has served on the board of a Hawaii charter school, worked as an IT consultant for the Hawaii State Charter School Administrative Office, and served on the Hanalei Elementary School's 2016 -2018 SCC Board. She currently serves on the Boards of the Hanalei Watershed Hui and the Kaua'i North Shore Community Foundation. Rose lives in Haena where she raised two children who attended local public schools.

Attachment T

Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest. Provide, as **Attachment T**, the board's proposed Code of Ethics and Conflict of Interest policy.

Conflict of Interest and Principles of Ethical Conduct Policy of Namahana School

Article I: Purpose

The purpose of this policy is to establish, for the Namahana Governing Board, the annual declaration regarding conflicts of interest and written principles of ethical conduct. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to public charter schools. Namahana Governing Board Members are bound by the State Ethics Laws as a public entity, as stated in Hawai'i Revised Statutes, Chapter 84.

Article II: Definitions

1. Persons Concerned: Any Board Member, Officer, or member of a Committee with Governing Board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
2. Financial Interest: A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - a. An ownership or investment interest in any entity with which Namahana School has a transaction or arrangement,
 - b. A compensation arrangement with Namahana School or with any entity or individual with which Namahana School has a transaction or arrangement, or
 - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which Namahana School is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article V, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate Governing Board or Committee decides that a conflict of interest exists.

Article III: Code of Conduct

Every Governing Board Member, principal Officer or member of a Committee with Governing Board-delegated powers shall adhere to the following code of conduct:

1. **Gifts:** A Governing Board member shall not directly or indirectly solicit any gifts; nor shall an Officer or employee accept or receive any single gift having a value of \$75 or more, or gifts from the same source having a cumulative value of \$75 or more over a twelve-month period, whether in the form of money, services, loan, travel, entertainment, hospitality, thing or promise, or any other form, if it could reasonably be inferred that the gift was intended to influence him or her in

the performance of his or her official duties or was intended as a reward for any official action on his or her part. However, the Governing Board welcomes the writing of letters or notes expressing gratitude or appreciation to staff members. Gifts from children that are principally sentimental in nature and of insignificant financial value may be accepted in the spirit in which they are given.

2. **Confidential information:** A Governing Board Member shall not disclose confidential information acquired by him or her in the course of his or her official duties or use such information to further his or her own personal interest. In addition, he/she shall not disclose information regarding any matters discussed in an executive session of the Governing Board, whether such information is deemed confidential or not.
3. **Representation before the Board:** A Governing Board member shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the Board.
4. **Representation before the Governing Board for a contingent fee:** An Officer or employee shall not receive or enter into any agreement, express or implied, for compensation for services to be rendered in relation to any matter before the Governing Board, whereby the compensation is to be dependent or contingent upon any action by the school with respect to such matter, provided that this paragraph shall not prohibit the fixing at any time of fees based upon the reasonable value of the services rendered.
5. **Disclosure of interest in matters before the Governing Board:** A Board Member who participates in the discussion or gives official opinion to the Board on any matter before the Board shall publicly disclose on the official record the nature and extent of any direct or indirect financial or other private interest he or she has in such matter.
6. **Investments in conflict with official duties:** A Governing Board Member shall not invest or hold any investment directly in any financial, business, commercial or other private transaction that creates a conflict with his or her official duties.
7. **Private employment:** A Governing Board Member shall not engage in, solicit, negotiate for or promise to accept private employment when that employment or service creates a conflict with or impairs the proper discharge of his or her official duties.
8. **Future employment:** A Governing Board Member shall not, after the termination of service or employment with the Board, appear before the Board or any panel or Committee of the Board, in relation to any case, proceeding, or application in which he or she personally participated during the period of his service or employment or that was under his or her active consideration. This shall not bar or prevent the timely filing by a present or former Officer or employee of any claim, account, demand or suit against the district on his or her own behalf or on behalf of any member of his or her family arising out of any personal injury or property damage or for any lawful benefit authorized or permitted by law.

Article IV: Ethics Code in Relation to Associated Non-Profit

Every Governing Board Member, principal Officer or member of a committee with Governing Board-delegated powers and Namahana School employee shall adhere to the following code of conduct:

1. A Governing Board Member or Namahana School employee must not take official action affecting Namahana School's affiliated non-profit organization if they also serve as an officer, director, or employee of the non-profit organization.
2. If an individual is already taking official action affecting the non-profit organization, as Namahana School employees or Governing Board Member, they must not join the non-profit organization's board of directors or become employed by the non-profit organization.

3. If a Governing Board Member or Namahana School employee is paid to work for the non-profit organization, in addition to being a Namahana School employee or Governing Board Member, then they must not assist or represent the non-profit organization before Namahana School. Also, they must not assist or represent the non-profit organization on matters in which they have participated or will participate as Namahana School employees or Governing Board Members.
4. Governing Board Members or Namahana School employees must not use their positions as charter school employees or governing board members to grant special treatment to themselves, the non-profit organization, or anyone else.
5. Governing Board Members or Namahana School employees must not disclose or use confidential state information – gained as a School employee or Governing Board Member – to benefit the non-profit organization or anyone else.
6. If a Namahana School employee stops working at the charter school or a Governing Board Member leaves the Board, they must abide by a twelve-month “cooling off” period during which they cannot be paid to represent the non-profit organization or others in transactions with the Namahana School. Also, they cannot be paid to represent the non-profit organization or others before any other state agency on matters in which they participated as Namahana School employees or Governing Board Members.
7. If a Namahana School employee stops working at the charter school or a Governing Board Member leaves the Board, they must not disclose or use confidential state information – gained as a charter school employee or governing board member – to benefit the non-profit organization or anyone else.

Article V: Procedures

1. **Duty to Disclose.** In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Governing Board members and members of committees with Governing Board delegated powers considering the proposed transaction or arrangement.
2. **Determining Whether a Conflict of Interest Exists.** After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Governing Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or Committee members shall decide if a conflict of interest exists.
3. **Procedures for Addressing the Conflict of Interest.**
 - a. An interested person may make a presentation at the Governing Board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - b. The chairperson of the Governing Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - c. After exercising due diligence, the Governing Board or committee shall determine whether the school can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Governing Board or committee

shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the school's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

- a. If the Governing Board or Committee has reasonable cause to believe a Member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Governing Board or committee determines the Member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article VI: Recording of Proceedings

The minutes of the Governing Board and all Committees with Board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Governing Board's or Committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article VII: Compensation

1. A voting member of the Governing Board who receives compensation, directly or indirectly, from the school for services is precluded from voting on matters pertaining to that Member's compensation.
2. A voting member of any Committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Namahana School for services is precluded from voting on matters pertaining to that member's compensation.
3. No voting member of the Governing Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the school, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VIII: Annual Statement

The Governing Board Chair will distribute and collect annually the Conflict of Interest Policy and Principles of Ethical Conduct Code to every board member along with the Annual Board Member Conflict of Interest Statement. Each governing board member thereafter shall be furnished a copy before entering upon the duties of his or her office or employment. The Secretary will review documents to ensure they are complete and maintain forms in a secure location.

Article IX: Periodic Reviews

To ensure Namahana School operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its charter status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

1. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.
2. Whether partnerships, joint ventures, and arrangements conform to the school's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further school purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.
3. The Board shall be responsible to annually review and adopt the Conflict of Interest Policy.

Article X: Reporting

Governing Board Members shall report any practices or actions believed to be inappropriate under this Code, or any illegal practices, to the Governing Board Chair. If the practices or actions involve the Chair, then Board Members shall report the practices or actions to the Vice Chair. If it is appropriate, in view of the nature of the reported matter, reports of violations may be made directly to higher levels including the State Public Charter School Commission or the Department of Education's Fraud and Ethics Hotline. Attempts to use the Namahana School processes to libel, slander, or otherwise harm another individual through false accusations, malicious rumors, or otherwise irresponsible actions are prohibited.

If the issue cannot be resolved at the School Leader or Governing Board level, Board Members can submit a report to the State Public Charter School Commission, in writing. See the Commission website for more information on how to submit a written complaint: <https://www.chartercommission.hawaii.gov/school-complaint-page>

Written complaints may also be mailed to the Commission at:
State Public Charter School Commission 1111 Bishop Street, Suite 516, Honolulu, HI 96813.

If a complainant wishes to make an anonymous complaint concerning fraudulent or unethical behavior, the complaint can be submitted through the Department of Education's Fraud and Ethics Hotline. These concerns can be reported through the Hotline via a [feedback form](#), or anonymously 24 hours a day, 7 days a week, to a confidential toll-free hotline or online service:

- reportlineweb.com/hidoe
- 855-233-8085

Attachment U

Provide a complete staffing chart for the school, using the Staffing Chart Template ([Exhibit 1](#)) as **Attachment U**. The staffing chart and accompanying notes or roster should identify the following:

1. Year 1 positions, as well as positions to be added in future years;
2. Administrative, instructional, and non-instructional personnel;
3. The number of classroom teachers, paraprofessionals, and specialty teachers; and
4. Operational and support staff.

Namahana Middle and High School Model and Rollout

	Salary and FTE Per Position Per Year					
Title	Year 1	Year 2	Year 3	Year 4	Year 5	Capacity
Executive Director	1	1	1	1	1	1
Manager of Finance & Operations	1	1	1	1	1	1
Director of Academics	0	0	1	1	1	1
Student Support Positions						
Academic Coach	1	1	0	0	0	1
Student Support Services Coordinator	1	1	1	1	1	1
Internship Coordinator & Community Liason	0	0.5	1	1	1	1
Middle School Classroom Teachers						
Classroom Teachers (Core Subjects)	4	4	4	4	4	4
Classroom Teachers (Specialists)	3	3	3	3	3	3
Education Assistants	1	1	2	2	2	2
High School Classroom Teachers						
Classroom Teachers (Core Subjects)	0	3	4	7	9	9
Classroom Teachers (Specialists)	0	1	4	4	6	6
Teacher Aid/Assistants	0	1	1	2	2	2
School Operations Support Staff						
Office Manager	1	1	1	1	1	1
Custodian	1	1	1	1	1	1
Total FTEs						
	14	19.5	25	29	33	33
Total Salaries						
	\$847,617	\$1,182,831	\$1,549,710	\$1,821,684	\$2,142,439	\$2,142,439

Exhibit 1: Staffing Chart Template

Staffing Chart

Use the appropriate table below to outline the staffing plan for the proposed school. Adjust or add functions and titles and add or delete rows as needed. Include the salary and full-time employee (“FTE”) equivalency (e.g., 1.0 FTE, 0.5 FTE, etc.) for each position for each year.

Middle School Staffing Model and Rollout

Salary and FTE Per Position Per Year

Title	Year 1 20[]	Year 2 20[26]	Year 3 20[27]	Year 4 20[28]	Year 5 20[29]	Capacity 20[29]
Executive Director	1	1	1	1	1	1
Manager of Finance and Operations	1	1	1	1	1	1
Director of Academics	0	0	1	1	1	1
Add'l School Leadership Position 2 [[Academic Coach]]	1	1	0	0	0	0
Classroom Teachers (Core Subjects)	4	4	4	4	4	4
Classroom Teachers (Specials)	3	3	3	3	3	3
Student Support Position 1 [[Student Support Services Coordinator]]	1	1	1	1	1	1
Teacher Aides and Assistants	1	1	2	2	2	2
School Operations Support Staff [[Office Manager]]	1	1	1	1	1	1
School Operations Support Staff [[Custodian]]	[1]	[1]	[1]	[1]	[1]	[1]
Total FTEs	14	14	15	15	15	15
Total Salaries	\$847,617	\$874,731	\$944,997	969,357	994,420	\$994,420

High School Staffing Model and Rollout

Salary and FTE Per Position Per Year

Title	Year 1 20[25]	Year 2 20[26]	Year 3 20[27]	Year 4 20[28]	Year 5 20[29]	Capacity 20[29]
Classroom Teachers (Core Subjects)	0	3	4	7	9	9
Classroom Teachers (Specials)	0	1	4	4	6	6
Teacher Aides and Assistants	0	1	1	2	2	2
Student Support Position 2 [[Internship Coordinator]]	[0]	[0.5]	[1]	[1]	[1]	[1]
Total FTEs	0	5.5	10	14	18	18
Total Salary	\$0	\$308,100	\$604,713	\$852,327	\$1,148,019	\$1,148,019

Attachment V

Explain how the school leader will be supported, developed, and evaluated each school year. Provide, in **Attachment V**, any leadership evaluation tool(s) if already developed.

Not applicable. Leadership evaluations tools will be developed during the pre-opening years.

Attachment W

Explain how teachers will be supported, developed, and evaluated each school year. Provide, in **Attachment W**, any teacher evaluation tool(s) if already developed. *Note: Evaluation tools must align with the criteria outlined in BOE Policy 2055 and related provisions of any Master Collective Bargaining Agreements, unless specific amendments are executed in a supplemental agreement. If amendments will be needed, the plan must describe the specific amendments that would be necessary to implement the evaluation tool(s), demonstrate an understanding of the employment environment, and include a reasonable plan for contingencies if the amendments cannot be negotiated under a supplemental agreement.*

Not applicable. Teacher evaluations tools will be developed during the pre-opening years.

Attachment X

Provide, as **Attachment X**, a detailed start-up plan for the school, specifying tasks, timelines, and responsible individuals. This plan should align with the Start-Up (Year 0) Budget in the Financial Plan Workbook (be sure to complete all pages in the Financial Plan Workbook, and provide it as **Attachment Y**).

- a. Plans to obtain financing for the proposed school's facility, highlighting the alignment of the financing plan with the timing of obtaining and renovating the facility;
- b. Plans to fund the start-up period, including all plans for fundraising and grant writing and a description of any specific fundraising opportunities and grants the applicant has identified;
- c. Plans to market the proposed school to the school's anticipated student population and develop partnerships with other charter schools, DOE schools, and private schools to identify possible students and achieve the proposed school's projected enrollment, including any other ways the applicant plans to achieve its projected enrollment;
- d. Plans to hire teachers, administrative staff, and support staff during the start-up period;
- e. Plans to identify, recruit, select, and add or replace new governing board members and provide or obtain any governing board training, as applicable; and
- f. Any other plans for activities that will need to be completed during the start-up period, such as the selection of curriculum materials, as applicable.

The following are three tables that comprise the Namahana School Start Up Plans:

- School Start Up Plan
- Fundraising Start Up Plan
- Facilities Plan

NAMAHA NA SCHOOL START UP PLANS

SCHOOL START UP PLAN		
ACTIVITIES	TIMELINE	RESPONSIBLE LEADS
SCHOOL POLICIES & PROCEDURES TO DEVELOP		
<p>Fiscal Policies and Financial Procedures Manual</p> <ul style="list-style-type: none"> ● Procurement Policy ● Development and monitoring of annual budgets; ● Implementation of payroll procedures that adhere to collective bargaining requirements and state leave policies; ● Maintenance of asset registers and financial procedures for grants ● Preparation, review, and monitoring of all financial reporting requirements; and ● Implementation of internal accounting procedures and controls for receipts, disbursements, purchases, payroll, inventory, use of credit cards, debit cards, and fixed assets. ● Procurement Policy ● Inventory Policies and Procedures <p>Personnel policies and Employee Handbook</p> <p>Policies and procedures for reporting crime related incidents and suspected child abuse or neglect pursuant to Section 12.5 of this Charter Contract</p> <p>Develop Student Application Packet and Form</p> <p>Enrollment Policy and Lottery Procedures</p>	<p>Draft by June 2023, completed June 2024</p>	<p style="text-align: center;">Executive Director, Board Treasurer, Finance Committee</p> <p style="text-align: center;">Policies will be reviewed by Manager of Finance and Operations once hired in Conditional Contract Year 2</p> <p style="text-align: center;">Policies to be approved by the Governing Board</p>

<p>Student and Family Handbook</p> <ul style="list-style-type: none"> ● Student conduct and discipline policy, as described in Section 10.4 of the Charter Contract; ● Complaint procedures, as described in the Charter Contract; ● Attendance policies and procedures, as described in Sections 9.6 and 9.7 of ● Safety plan, as described in Section 12.1 of the Charter Contract; ● Policies and procedures related to the prohibited use of tobacco and tobacco products pursuant to section 12.6 of the Charter Contract ● School Closure Plan ● Student Health Policy (evaluating immunization records, nursing, etc.) 	<p>Draft by June 2023, completed June 2024</p>	<p>Executive Director and Board Treasurer</p> <p>Policies will be reviewed by Manager of Finance and Operations once hired in Conditional Contract Year 2</p> <p>Policies to be approved by the Governing Board</p>
<p>School Lunch Plan and Procedures</p> <ul style="list-style-type: none"> ● Plan for disbursing and collecting FRL qualifying applications ● Plan for tracking and payment system ● Timeline for implementation ● ID Food Vendors 	<p>Draft by June 2023, completed June 2024</p>	<p>Executive Director and Board Chair</p> <p>Policies will be reviewed by Manager of Finance and Operations once hired in Conditional Contract Year 2</p> <p>Policies to approved by the Governing Board</p>

<p>Transportation</p> <ul style="list-style-type: none"> ● Develop transportation information and options to be included in the student handbook ● Determine transportation plan for students with IEPs that require transportation 	<p>Draft by June 2023, completed June 2024</p>	<p>Executive Director and Board Treasurer</p> <p>Policies will be reviewed by Manager of Finance and Operations once hired in Conditional Contract Year 2</p> <p>Policies to approved by the Governing Board</p>
<p>CURRICULUM DEVELOPMENT</p>		
<p>Implement Curriculum Development Plan for 7th and 8th grade curricula</p> <ul style="list-style-type: none"> ● Hire CAC consultants (June 2022) ● Convene CAC and Agricultural Advisory Committee for Curriculum Development Sessions (June - July 2022) ● Develop 7th and 8th Curriculum Resource Database (by Fall 2022) 	<p>Complete by Fall 2022</p>	<p>Executive Director</p>
<p>Implement Curriculum Development Plan for High School curricula</p> <ul style="list-style-type: none"> ● Hire CAC consultants (June 2023) ● Convene CAC for Curriculum Development Sessions (June-July 2023) ● Develop High School Curriculum Resource Database (by Fall 2023) 	<p>Complete by Fall 2023</p>	<p>Executive Director</p>
<p>Develop Technology Plans (interim diagnostic tools, curricular technology needs, etc.)</p>	<p>Ongoing review, completion by June 2024</p>	<p>Executive Director, CAC</p>
<p>Purchase Curriculum (teacher manuals, instructional materials, technology license)</p>	<p>Year 0</p>	<p>Executive Director, Board Treasure, CAC To be reviewed by Manager of Finance</p>

		and Operations once hired in Conditional Contract Year 2
HUMAN RESOURCES & STAFFING		
Hire Curriculum Advisory Committee consultants: consultants will be teachers assisting the Curriculum Development Plan.	June 2022	Executive Director & Associated Non-profit
Develop job description for all staff positions	September 2022	Executive Director with support from Big Picture Learning and Governing Board
Develop hiring protocol and process for start-up	September 2022	Executive Director with support from Big Picture Learning and Governing Board
Develop teacher evaluation process and tools	October 2022	Executive with support from Big Picture Learning and Governing Board
Informal recruitment for teachers and administrative staff	June 2023-June 2024	Executive Director
Start Hiring process for Manager of Finance & Operations	Fall 2023	Executive Director
Start Hiring Process for Academic Coach	Fall 2023	Executive Director
Secure Contract for Accountant Services	Year 0	Executive Director and Manager of Finance and Operations
Bring on contracted HR Services: SimplicityHR by Altres		
Ongoing teacher and staff recruitment		
Start Hiring Process for teacher and other staff positions		
Start Hiring process for Office Manager and Student Support Services Coordinator positions		
STAFF DEVELOPMENT & TRAINING		
Renew contract with Big Picture Learning for BPL school support services/staff development	July 2022	Executive Director/Associated Nonprofit
Executive Director Coaching	August 2022	Big Picture Learning

Executive Director Immersion Training	August 2022 - Ongoing	Big Picture Learning
BPL Big Bang Conference – July	July 2022 July 2023	Executive Director with Team of Teachers to attend
‘Āina-Based Learning Training for local educators	June 2024	Executive Director with Academic Committee
Two Week Orientation Training for Staff	Year 0, prior to opening	Executive Director and Academic Coach
GOVERNANCE		
Formally approve Board by-laws and Conflict of Interest Policy	By August 2022	Governing Board
Formally vote in Officers and Committee Chairs	By August 2022	Governing Board
Develop Executive Director Performance Evaluation Plan, Timeline and Tools	By September 2022	Governing Board Chair & Executive Committee
Board Member Agreement Forms Completed – establish staggered terms	By September 2022	Governing Board
Develop Governing Board Handbook	By December 2022	Governance Committee
Governing Board Trainings: <ul style="list-style-type: none"> ● Namahana School Mission, Vision, and Values ● Academic Oversight ● Financial Oversight ● Ethics 101 	On-going	Governance Committee
SCHOOL MARKETING PLAN		
Hire communication lead or counsel	July 2022	Executive Director and Associated Non-Profit
Develop school branding and website	By December 2022	Communications Lead/Website Developer
Develop marketing materials in English and Tagalog	By December 2023	Executive Director
Community sharing sessions to market Namahana School and share out the mission, vision and model	January 2024	Executive Director, Board Chair, and Associated Non-profit
Attend public festivals and fairs	January 2024	Board Chair, Associated Non-profit Chair

Attend middle school fairs held at Hanalei Elementary and Kilauea Elementary, and presenting to the School Community Councils and PTA's at both schools to promote school.	Spring 2024	Executive Direct, Board Chair, Associated Non-profit Chair
Monthly Namahana Newsletters to our listserv of interested parents	July 2022, ongoing	Associated Non-profit
Door to door outreach in targeted communities to pass out materials	Year 0	Executive Director and Associated Non-profit
Post information and brochures at local daycare centers, community centers, Princeville Library, churches stores and other businesses	Year 0	Executive Director and Governing Board
Promote the school via social media sites	July 2022, ongoing	Executive Director
Contact social workers, probation officers, welfare officials and social service agencies to share school materials and application information	Year 0	Executive Director
Media releases in the local Garden Island Newspaper at various key points: Announcing Namahana School's conditional approval; coverage of Community Sharing Session; announcing enrollment and application information	Year 0	Executive Director
Open Enrollment Period	Year 0, January 15 – March 12 (8 weeks)	Executive Director and Manager of Finance and Operations
Conduct Lottery if necessary	March 22 (10 days after applications are due)	Manager of Finance and Operations
Hold a Student/Family Orientation: 1. Prospective Students 2. Enrolled Students	1. Fall 2024 2. April Year 0	Executive Director
Submit projected enrollment to Charter Commission	By May 15th	Executive Director

FUNDRAISING START UP PLAN

ACTIVITIES	TIMELINE	RESPONSIBLE LEADS
NAMAHANA EDUCATION FOUNDATION (NEF)		
Complete NEF board recruitment		NEF Chair, Governing Board Chair, Executive Director
Develop the annual fundraising budget		NEF Board, Governing Board Treasure, Governing Board Fundraising Chair, Executive Director
Hire staff to build organizational capacity		NEF Board
CAPITAL CAMPAIGN		
Finalize Case/Prospectus	Dec 2021 – Jan 2022	Capital Campaign Consultant
Recruit Volunteer Leadership	Jan-June 2022	Capital Campaign Consultant/Governing Board/Associated Non-profit
Begin hiring process for Capital Campaign Director	Feb-June 2022	Capital Campaign Consultant Capital Campaign Committee
Identify Feasibility Study Participants	Feb-March 2022	Capital Campaign Consultant Capital Campaign Committee
Feasibility Study	March-June 2022	Capital Campaign Consultant
Map Volunteer Relationships	March-July 2022	Capital Campaign Consultant Capital Campaign Committee
Organize Fundraising Systems	April-June 2022	Capital Campaign Consultant Capital Campaign Committee
“Quiet” Phase	July, 2022-July, 2024	Capital Campaign Director Capital Campaign Committee and Volunteers
Leadership Gifts Phase	July, 2022-July, 2025	Capital Campaign Director

		Capital Campaign Committee and Volunteers
Major Gifts/Grants Phase	December, 2023-July, 2025	Capital Campaign Director Capital Campaign Committee and Volunteers
Public Phase	July, 2024-July, 2025	Capital Campaign Director Capital Campaign Committee and Volunteers
Community Phase	January, 2025-December, 2025	Capital Campaign Director Capital Campaign Committee and Volunteers
Crowdfunding Campaign	January, 2025-December, 2025	Capital Campaign Director Capital Campaign Committee and Volunteers
Pledge Fulfillment Phase	Ongoing to 2029	Capital Campaign Director
GRANTS & FINANCING FOR FACILITIES		
Apply for State Capital Improvement Projects (CIP) Grant in Aid (GIA) administered by the Office of Community Service	Tentative upon release of RFP	Associated Non-profit
BANK OF HAWAII FOUNDATION: The McNerny Foundation provides funding for program, operational and general and major grants for capital projects. Major capital: applications must be submitted by July 1 st . Major Capital: costs over \$500,000.	Tentative upon release of RFP	Associated Non-profit
The Clarence T.C. Ching Foundation: Supports educational institutions in Hawaii with grant funding for operational costs and capital projects.	Tentative upon release of RFP	Associated Non-profit

<p>Continue to research options for financing facilities:</p> <ul style="list-style-type: none"> • USDA Community Facilities Direct Loan & Grant Program in Hawaii and Western Pacific • Kaua'i Federal Credit Union 	Tentative upon completion of feasibility study (June 2022)	Associated Non-profit
Apply for facilities financing	August 2022	Associated Non-profit
FUNDRAISING FOR OPERATIONAL FUNDS		
Capital Campaign: The capital campaign will include an initiative to raise support for operations.	Ongoing until 2026	Associated Non-profit & Governing Board
Charter School Program (CSP):_ Apply to Charter School Developers for the Opening of New Charter School & Replication or Expansion of High-Quality Schools. Estimated grant request: \$300,000 for three years. CSP funds are available to charter school developers that have applied to an authorizer	Apply in 2023	Executive Director, Governing Board
New School Venture Fund Innovative Public School grant: Supports new innovative public schools that enroll students within PK-12 on a full time basis and are eligible to receive public funding. Estimated funding request: \$215,000	Apply in 2023 applications cycle	Associated Non-profit
<p>Other sources of grant funding that we will explore:</p> <ul style="list-style-type: none"> • Walton Family Foundation • Wend Foundation • Hawaii Community Foundation • Bill Healy Foundation • Harold K.L. Castle Foundation 	Research 2021-2022	Associated Non-profit

FACILITIES PLAN

ACTIVITIES	COMPLETE DATE	RESPONSIBLE LEADS
Completion of Campus Conceptual Designs	Jan-Mar 2022	Architect
Completion of Agricultural Plan	Feb-March 2022	Agricultural Advisory Committee
Submit Use Permit and Special Permit to the County of Kaua'i	April 2022	Facilities Project Manager
Use Permit and Special Permit Completed	Oct-Dec 2022	Facilities Project Manager
Completion of Construction Documents	October 2023	Architect
Building Permits Completed	Oct-Dec 2023	Facilities Project Manager
All inspections completed (Fire, Safety, Health, etc.) and ready for occupancy	April 2024, Ongoing	Executive Director and Facilities Project Manager
Associated Non-profit obtains liability insurance for facilities	June 2024	Associated Non-profit
Phase 1: Temporary Facilities for 7th & 8th	June 2024, Year 1	Facilities Project Manager, Contractor and Architect
Phase 2: Permanent Facilities for 9th & 10th	July 2026, Year 2	Facilities Project Manager, Contractor and Architect
Phase 2 Continued: Permanent Facilities for 11th & 12th	July 2028, Year 4	Facilities Project Manager, Contractor and Architect
Phase 3 Complete: Permanent Facilities for 7th & 8th and repurposing of temporary facilities from Phase 1	July 2029, Year 5	Facilities Project Manager, Contractor and Architect
All Facilities Construction Complete for 7th-12th grades	By Year 5	Facilities Project Manager, Contractor and Architect

Attachment Y

Using the Financial Plan Workbooks ([Exhibit 4](#)) as **Attachment Y**, provide the proposed school's start-up and five-year operating budgets, aligned with the Educational and Organizational Plans.

Please see the Financial Plan Workbooks (Exhibit 4) excel document. This document is uploaded separately.

Attachment Z

Explain evidence of commitment, and provide such evidence as **Attachment Z**, for any funds on which the proposed school's core operation depends (*e.g.*, grant award letters, MOUs); and describe any restrictions on any of the aforementioned funds.

The following three documents include:

1. KNSCF Financial Report
2. KNSCF Bank Statements
3. Stillpath Agreement
4. Waikoa Land License

The Kaua'i North Shore Community Foundation (KNSCF) Financial Report shows the total funds raised to date.

The corresponding bank statements show the \$685,968.76 (Checking: \$161,675.18 Savings: \$524,293.58) available in the Namahana School Fund held by the fiscal sponsor, KNSCF.

The Stillpath Agreement shows the secured private grant of \$2.08 million, payable at \$150,000 per year over 14 years ending in 2032.

The Waikoa Land License shows the land license granted at a cost of \$1/year for 99-years (renewable) for the use of eight undeveloped acres for the sole purpose of developing Namahana School.



Feb 1, 2022

Namahana School Fund

The Namahana School Fund was started by the Kauai North Shore Community Foundation (KNSCF) on November 7, 2018 with \$100,000 from KNSCF Education Fund and their Let's Build a School initiative.

Funds raised for Namahana Charter School project:

Revenue

KNSCF Education Fund	\$100,000	9%
Major Donors	\$370,000	32%
Contributions	\$30,868	3%
Fundraising - Savor 2018 & 2019 (Savor 20/21 canceled)	\$184,000	16%
Grants from nonprofit organizations	\$454,989	40%
Revenue from investments	\$2,492	0%
Total Revenue	\$1,142,349	100%

Pledged Revenue:

Major donors 2022 pledges	\$50,000
Anaina Hou -Stillpath Grant (2022-2032)	\$1,687,900
	\$1,737,900
Total Funds Raised	\$2,880,249

Working Together

P.O. Box 223381, Princeville, Kauai, HI 96722
(808) 240-2670 • info@KNSCF.org • www.KNSCF.org

KAUAI NORTH SHORE COMMUNITY FOUNDATION 084
CHARTER SCHOOL FUND
P O BOX 223381
PRINCEVILLE HI 967220000

Page 1 of 2

Statement Period: December 01, 2021 thru December 31, 2021

CHECKSTORAGE

Account# XXXXXXXXXX

Direct Inquiries or Report Errors to:
First Hawaiian Bank
PRINCEVILLE BRANCH
P O BOX 223160
PRINCEVILLE HI 96722
Phone: (808) 826-1560

It is important to examine your statement and report any discrepancies promptly. You must report any error involving electronic fund transfers for personal accounts within 60 days. For any other item, you will lose any claim against us for unauthorized signatures or alterations (and any claims for subsequent unauthorized signatures or alterations by the same wrongdoer) that you do not report within 30 days after the first statement showing that item is made available.

SUMMARY - PRIORITY BANKING - BUS 1Account # XXXXXXXXXX

Balance at Beginning of this Statement Period on 12/01/2021	\$	182,777.64
Plus: Deposits and Other Credits Totaling	+	.00
Less: Checks and Other Debits/Withdrawals Totaling	-	21,102.46
Balance at End of this Statement Period on 12/31/2021	\$	161,675.18

For this Statement Period:

Average Balance	\$	172,976.80
Minimum Balance	\$	161,675.18

Monthly Item Activity (Accountholders entitled to 125 items free)

3 Checks Written + 0 Deposit Tickets + 0 Deposit Items = 3

Items Charged This Month: 0

CHECKS PAID

Date	Check #	Amount	Date	Check #	Amount
12/06/21	2061	3,170.81	12/23/21	2063	7,931.65
12/17/21	2062	10,000.00			



KAUAI NORTH SHORE COMMUNITY FOUNDATION
CHARTER SCHOOL FUND
P O BOX 223381
PRINCEVILLE HI 967220000

Acct. # [REDACTED]

DAILY ACCOUNT BALANCE

<u>Posting Date</u>	<u>Account Balance</u>	<u>Posting Date</u>	<u>Account Balance</u>
11/30/21	182,777.64	12/17/21	169,606.83
12/06/21	179,606.83	12/23/21	161,675.18

Account Summary

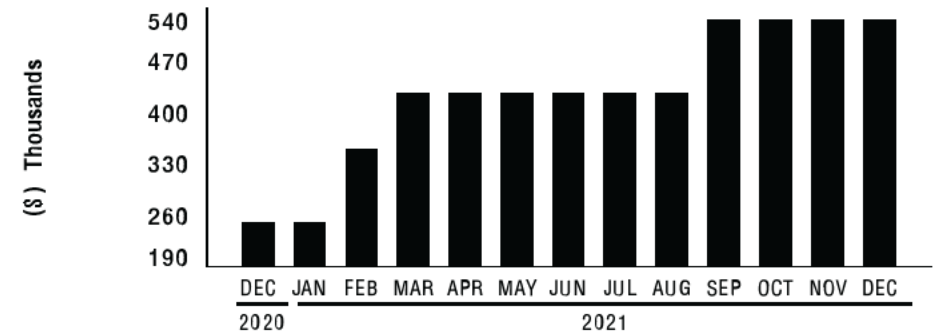
Active Assets Account **KAUAI NORTH SHORE COMM FOUNDATION**

CHANGE IN VALUE OF YOUR ACCOUNTS (includes accrued interest)

	This Period (12/1/21-12/31/21)	This Year (1/1/21-12/31/21)
TOTAL BEGINNING VALUE	\$ 524,279.03	\$ 249,158.00
Credits	—	275,000.00
Debits	—	—
Security Transfers	—	—
Net Credits/Debits/Transfers	—	\$ 275,000.00
Change in Value	14.55	135.58
TOTAL ENDING VALUE	\$ 524,293.58	\$ 524,293.58

MARKET VALUE OVER TIME

The below chart displays the most recent thirteen months of Market Value.

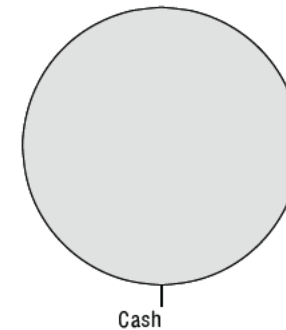


This chart does not reflect corrections to Market Value made subsequent to the dates depicted. It may exclude transactions in Annuities or positions where we are not the custodian, which could delay the reporting of Market Value.

ASSET ALLOCATION (includes accrued interest)

	Market Value	Percentage
Cash	\$ 524,293.58	100.00
TOTAL VALUE	\$ 524,293.58	100.00%

FDIC rules apply and Bank Deposits are eligible for FDIC insurance but are not covered by SIPC. Cash and securities (including MMFs) are eligible for SIPC coverage. See Expanded Disclosures. Values may include assets externally held, which are provided to you as a courtesy, and may not be covered by SIPC. For additional information, refer to the corresponding section of this statement.



This asset allocation represents holdings on a trade date basis, and projected settled Cash/BDP and MMF balances. These classifications do not constitute a recommendation and may differ from the classification of instruments for regulatory or tax purposes.

Account Summary

Active Assets Account KAUAI NORTH SHORE COMM FOUNDATION

BALANCE SHEET (^ includes accrued interest)

	Last Period (as of 11/30/21)	This Period (as of 12/31/21)
Cash, BDP, MMFs	\$ 227,018.42	\$ 227,020.35
Savings and Time Deposits	297,260.61	297,273.23
Total Assets	\$ 524,279.03	\$ 524,293.58
Total Liabilities (outstanding balance)	—	—
TOTAL VALUE	\$ 524,279.03	\$ 524,293.58

INCOME AND DISTRIBUTION SUMMARY

	This Period (12/1/21-12/31/21)	This Year (1/1/21-12/31/21)
Interest	\$ 14.55	\$ 135.58
Income And Distributions	\$ 14.55	\$ 135.58
Tax-Exempt Income	—	—
TOTAL INCOME AND DISTRIBUTIONS	\$ 14.55	\$ 135.58

Taxable and tax exempt income classifications are based on the characteristics of the underlying securities and not the taxable status of the account.

CASH FLOW

	This Period (12/1/21-12/31/21)	This Year (1/1/21-12/31/21)
OPENING CASH, BDP, MMFs	\$ 227,018.42	\$ 52,001.97
Purchases	(12.62)	(100,117.20)
Income and Distributions	14.55	135.58
Total Investment Related Activity	\$ 1.93	\$ (99,981.62)
Checks Deposited	—	75,000.00
Electronic Transfers-Credits	—	200,000.00
Total Cash Related Activity	—	\$ 275,000.00
Total Card/Check Activity	—	—
CLOSING CASH, BDP, MMFs	\$ 227,020.35	\$ 227,020.35

GAIN/(LOSS) SUMMARY

	Realized This Period (12/1/21-12/31/21)	Realized This Year (1/1/21-12/31/21)	Unrealized Inception to Date (as of 12/31/21)
TOTAL GAIN/(LOSS)	—	—	—

The Gain/(Loss) Summary, which may change due to basis adjustments, is provided for informational purposes and should not be used for tax preparation. Refer to Gain/(Loss) in the Expanded Disclosures.

**KNSCF CHARTER SCHOOL PROJECT
FUNDING AGREEMENT**

This KNSCF Charter School Funding Agreement (the "Agreement") is made as of August 17, 2019 (the "*Effective Date*") by and between Anaina Hou Community Park, a Hawaii non-profit corporation ("*AHCP*") and Kauai North Shore Community Foundation, Inc., a Hawaii non-profit corporation ("*KNSCF*").

RECITALS

AHCP is a Hawaii non-profit 501(c)(3) corporation with no members.

KNSCF is a Hawaii non-profit 501(c)(3) corporation with no members.

In accordance with the desires of AHCP's founders, as well as the provisions of AHCP's organizational documents, AHCP is supportive and desires to provide financial support for the establishment of a public middle and high school on the North Shore of Kauai.

To these ends, on April 16, 2019, the AHCP Board of Directors (the "*AHCP Board*") resolved, subject to the achievement of certain milestones, to commit the sum of Two Million Eighty-Eight Thousand Six Hundred and 00/100 Dollars (\$2,088,600.00) toward the establishment of a public charter middle/high school on the North Shore of Kauai (the "*KNSCF Charter School Project*" or "*Project*").

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

I. FUNDING COMMITMENT

1.1 As of the Effective Date, and subject to KNSCF's compliance with the terms and conditions set forth in this Agreement, as well as KNSCF's achievement of certain milestones, AHCP agrees and commits to direct the sum of Two Million Eighty-Eight Thousand Six Hundred and 00/100 Dollars (\$2,088,600.00) (the "*Committed Funds*") toward the establishment of the KNSCF Charter School Project (the "*AHCP Funding Commitment*").

1.2 During the pendency of this Agreement, and for so long as KNSCF is in compliance with the terms and conditions set forth herein, the Committed Funds shall be kept in a segregated interest-bearing account, or certificate of deposit or other similar government-insured monetary instrument (the "*KNSCF Charter School Project Account*" or "*Project Account*"), with all interest accruing therein for the benefit of AHCP. Upon KNSCF's request, AHCP shall provide an account statement for the Project Account.

1.3 AHCP shall make disbursements from the Project Account (the "*Periodic Payment(s)*") on August 1st and February 1st of each year in accordance with the schedule as set forth on Exhibit "A" attached hereto and incorporated herein (the "*Payment Schedule*"), so long as KNSCF complies with the following terms and conditions:

(a) Subject to the issuance by the State of Hawaii of a request for proposals for new charter schools by the Hawaii State Charter Commission (the "**Charter Commission**"), KNSCF will, in the next charter application cycle, initiate the application process and take all steps necessary to secure a charter from the Charter Commission for a public charter middle/high school on the North Shore of Kauai (the "**Charter**") and will thereafter meet the requirements set forth within the performance agreement between KNSCF and the Charter Commission (the "**Charter School Performance Agreement**");

(b) During the period commencing upon the signing of this Agreement and the execution of the Charter School Performance Agreement (the "**Initial Project Period**"), KNSCF, reserving the option for an interim or alternative north-shore Kauai site for the Project, will initiate the application process and take all steps necessary to secure the appropriate use, zoning and building permits from the County of Kauai to commence building the Project facilities (the "**Project Improvements**") on property that has been designated for a public charter school within the Wai Koa Plantation, located in Kilauea, Kauai, Hawaii (the "**Wai Koa Plantation**");

(c) During the Initial Project Period, KNSCF will provide quarterly reporting to AHCP on the progress of the Project, which progress will be measured by AHCP against the conditions and stated milestones attached hereto and incorporated herein as **Exhibit "B"** (the "**Project Conditions and Milestones**" or "**Project Milestones**"). KNSCF's designated Charter School representatives will meet with AHCP's Education Committee and/or designated representatives to provide an update on KNSCF's fulfillment of Project Milestones.

(d) In conjunction with its quarterly reporting as set forth in subsection 1.3(c) above, KNSCF will update the Project Milestones as necessary, but in no event less than semi-annually, throughout the Initial Project Period.

(e) KNSCF will raise funds sufficient to meet its ongoing budgetary requirements to ensure the completion of all Project Improvements (including furnishings and fixtures), as well as the staffing of the Project and, concurrently with its quarterly reporting as set forth in subsection 1.3(c) above, shall provide AHCP with the results of its ongoing fundraising efforts.

1.4 Subject to KNSCF's ongoing compliance with the matters described in Section 1.3 above, AHCP shall make payments in accordance with the AHCP Funding Commitment Payment Schedule, subject to the following:

(a) During the Initial Project Period, KNSCF shall submit semi-annual progress (the "**Progress Report(s)**") and expense reports (the "**Expense Report(s)**").

(b) Each Expense Report shall provide a detailed accounting of how AHCP funds were spent during each semi-annual reporting period; receipts and documentation of all expenses will be available to AHCP upon request. The reporting periods will reflect activity from July 1st through December 31st, and January 1st through June 30th of each year of the Initial Project Period. Expense Reports for these periods will be submitted to AHCP on January 15th and July 15th respectively of each year.

(c) Each Expense Report shall include a written certification signed by a duly authorized representative of KNSCF stating that reported expenses for the previous reporting period were: (i) for costs incurred by KNSCF in connection with the establishment of the Project and not for costs incurred in connection with the construction of the Project Improvements; (ii) for work or services actually and properly performed; and (iii) within the AHCP Funding Commitment approved by the AHCP Board.

(d) AHCP may review and perform an audit on each Expense Report to ensure that reported expenses for the previous reporting period were: (i) for costs incurred by KNSCF in connection with the establishment of the Project and not for costs incurred in connection with the construction of the Project Improvements; (ii) for work or services actually and properly performed; and (iii) within the AHCP Funding Commitment approved by the AHCP Board (the "*AHCP Expense Report Audits*").

(e) In the event that any AHCP Expense Report Audit determines that reported expenses for the previous reporting period were not in compliance with the requirements as set forth in Section 1.4(d) above, AHCP may temporarily withhold or suspend any future Periodic Payment(s) until such time as KNSCF complies with the same, provided however, that AHCP shall not unreasonably or arbitrarily withhold or suspend any future Periodic Payment(s). In the event that AHCP temporarily withholds or suspends any future Periodic Payment(s), KNSCF hereby agrees and acknowledges that AHCP shall have no liability for any such withholding or suspension of any Periodic Payment or any loss or damage that KNSCF may incur as a result of any such withholding or suspension of any Periodic Payment.

(f) Each Progress Report shall provide progress assessments measured against the Project Milestones. The Progress Reports will also include the results of KNSCF's ongoing fundraising efforts.

1.5 During the Initial Project Period, in the event that any of the Project Conditions and Milestones are not timely met, KNSCF will promptly disclose the surrounding circumstances and issues to AHCP. If the circumstances are reasonable, KNSCF shall have the option to request an extension of time to meet the Project Milestones (the "*Extension Request*"). The decision to grant the Extension Request, although discretionary with AHCP, shall not be unreasonably withheld, conditioned or delayed.

1.6 Subject to an approved Extension Request, in the event that AHCP determines that the Project is not proceeding in accordance or in compliance with the Project Milestones, then AHCP may temporarily withhold or suspend payments, provided however, that AHCP shall not unreasonably or arbitrarily withhold or suspend any such payments. In the event that AHCP temporarily withholds or suspends payments, KNSCF hereby agrees and acknowledges that AHCP shall have no liability for any such withholding or suspension of any Periodic Payment or any loss or damage that KNSCF may incur as a result of any such withholding or suspension of any Periodic Payment. Upon demonstrated compliance with the terms hereof by KNSCF, any withheld or suspended payments shall be disbursed within thirty (30) days.

1.7 Once the charter school has been authorized by the Hawaii State Charter Commission and is subject to the terms of the Charter School Performance Agreement, AHCP

shall make semi-annual payments from the Committed Funds of \$75,000 on February 1st and August 1st of each year, or, in AHCP's sole and absolute discretion, \$150,000 annually on August 1st of each calendar year. Once operating under the terms of the Charter Performance Agreement, KNSCF, its duly appointed successor non-profit foundation, and/or the charter school governing board shall submit an annual financial report to AHCP on July 30th of each calendar year.

1.8 AHCP's Funding Commitment shall continue until:

(a) such time as the Committed Funds are completely disbursed under the terms of this Agreement;

(b) the KNSCF Charter School Project is no longer operating as a public charter school; provided however, if there is a transitional change in the charter school's operational structure, KNSCF, or any successor non-profit affiliated foundation established to support the charter school, reserves the right to request the continuation of the AHCP Funding Commitment at such time as there is another qualifying entity operating as a public charter school that satisfies the terms, spirit, and intent of this Agreement. The continuation of the AHCP Funding Commitment under such circumstances, although discretionary with AHCP, shall not be unreasonably withheld, conditioned or delayed. If a new qualifying entity is subsequently operating as a public charter school on the North Shore of Kauai, and the continuation of the AHCP Funding Commitment is approved by AHCP, disbursements of the Committed Funds shall continue under substantially the same terms as set forth in this Agreement.

II. REPRESENTATIONS AND WARRANTIES OF AHCP

AHCP represents and warrants to KNSCF, as of the Effective Date, as follows:

2.1 AHCP is a Hawaii non-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Hawai'i.

2.2 AHCP has the right, power, legal capacity and authority to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement by AHCP has been duly approved by the AHCP Board.

III. REPRESENTATION AND WARRANTIES OF KNSCF

KNSCF represents and warrants to AHCP, as of the Effective Date, as follows:

3.1 KNSCF is a Hawaii non-profit corporation, duly organized, validly existing and in good standing under the laws of the State of Hawaii.

3.2 KNSCF has the right, power, legal capacity and authority to enter into, and perform its obligations under this Agreement. The execution and delivery of this Agreement by KNSCF has been duly approved by the KNSCF Board.

IV. SUCCESSORS AND ASSIGNS

4.1 Subject to AHCP's consent, which consent shall not be unreasonably withheld, delayed or conditioned, KNSCF reserves the right to assign its rights, responsibilities and obligations, including without limitation, all of KNSCF's right, title and interest in and to any payment or deposits made under the AHCP Funding Commitment and this Agreement, to a new or successor foundation established to support the charter school once the new and/or successor foundation has obtained 501(c)(3) status, and/or the charter school, once it is established as a fully-operational educational institution. .

4.2 This Agreement shall be binding upon and shall inure to the benefit of the parties herein and their respective legal representatives, successors, and assigns.

V. TERMINATION

5.1 This Agreement may be terminated by the mutual consent of the parties.

5.2 In the event that KNSCF has failed to meet any of the material conditions of this Agreement, notice of non-compliance shall be furnished by AHCP in writing to KNSCF and KNSCF shall have thirty (30) days to cure the condition and furnish proof of compliance to AHCP.

5.3 In the event that AHCP ceases its operations or is no longer in existence for any reason, and KNSCF, or its duly appointed successor or assign, is operating a public charter school in accordance with the terms and conditions of this Agreement, prior to dissolution, AHCP shall utilize good-faith efforts to ensure that the payments to KNSCF shall continue without interruption under the express terms and conditions of this Agreement.

VI. AMENDMENT TO AGREEMENT

6.1 This Agreement may only be amended or otherwise modified by a written instrument duly executed by each of the parties hereto.

VII. GOVERNING LAW

7.1 This Agreement shall be construed in accordance with, and governed by, the laws of the State of Hawaii.

VIII. ENTIRE AGREEMENT

8.1 This Agreement constitutes the entire agreement and understanding of the parties hereto regarding the subject matter hereof, and supersedes all prior agreements, undertakings, obligations, promises, representations, and warranties (whether written or oral) by any party hereto concerning the subject matter hereof.

8.2 No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or

privilege with respect to any other occurrence. No waiver shall be binding unless executed in writing by the party making the waiver.

8.3 If any provision of this Agreement is deemed to be invalid, void, or unenforceable the remaining provisions shall nevertheless continue in full force and effect without invalidating or voiding the remaining provisions.


IX. DISPUTE RESOLUTION

9.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the dispute shall be submitted for mediation. The parties shall select a mutually acceptable third party to act as mediator. If the dispute cannot be resolved within five (5) business days after commencement of the mediation process the dispute shall be resolved by arbitration. Conduct of arbitration and decisions entered by the arbitrator shall be subject to the provisions of Hawaii Revised Statutes ("**HRS**") Chapter 658A, as amended. The request for arbitration shall be in writing and delivered to the other party and shall set forth the issue to be arbitrated, the amount involved, if any, and the remedy sought. Such arbitration shall be conducted in an expedited manner. The arbitrator shall use best efforts to hold an arbitration hearing no later than thirty (30) calendar days after the request for arbitration was first made and shall make a final decision as quickly as possible and, in any event, not more than thirty (30) calendar days after the arbitration hearing is held. A single arbitrator, mutually selected by the parties, shall conduct the arbitration. If the parties cannot agree as to the selection of an arbitrator, then the judge of the Fifth Circuit Court, State of Hawaii, shall select the arbitrator. The decision of the arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction. All proceedings before the arbitrator shall be held in Kauai, Hawaii. The non-prevailing party as determined by the arbitrator shall pay the costs and expenses of the prevailing party, including reasonable attorney's fees and the arbitrator's costs and fees; provided, however, if the arbitrator decides that neither party is the prevailing party, each party involved in the dispute shall bear its own costs and expenses and pro rata share of the arbitrator's costs and fees.

Signature page follows; the remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

ANAINA HOU COMMUNITY PARK,
a Hawaii non-profit corporation

DocuSigned by:

By: _____
Name: Julie Schuller
Title: President

KAUAI NORTH SHORE COMMUNITY
FOUNDATION, INC., a Hawaii non-profit
corporation


By: 
Name: Rory Enright
Title: President

EXHIBIT "A"

AHCP FUNDING COMMITMENT PAYMENT SCHEDULE

YEAR 1 (2019) -- \$150,000¹
YEAR 2 (2020) -- \$150,000
YEAR 3 (2021) -- \$150,000
YEAR 4 (2022) -- \$150,000
YEAR 5 (2023) -- \$150,000
YEAR 6 (2024) -- \$150,000
YEAR 7 (2025) -- \$150,000
YEAR 8 (2026) -- \$150,000
YEAR 9 (2027) -- \$150,000
YEAR 10 (2028) -- \$150,000
YEAR 11 (2029) -- \$150,000
YEAR 12 (2030) -- \$150,000
YEAR 13 (2031) -- \$150,000
YEAR 14 (2032) -- \$138,600
<u>TOTAL (YEARS 1 – 14) -- \$2,088,600</u>

¹ In Year 1, \$37,899 has already been paid by AHCP to KNSCF; as such, the balance for calendar year 2019 is \$112,111, which sum shall be paid, subject to the satisfaction of the Year 1 (2019) KNSCF Charter School Project Conditions and Milestones, on or about August 17, 2019.

EXHIBIT "B"**PROJECT CONDITIONS AND MILESTONES**

The following milestones shall be met by July 1, 2019. KNSCF will provide a progress report and include following examples of documentation as evidence of milestone completion:

Milestones	Evidence of Completion
KNSCF will initiate the process to obtain a Special Use Permit for the land, which will serve as the school site.	List of preliminary meetings held with Department of Planning and other relevant county departments; Special Use Permit project description; Copy of Preliminary Site Plan, updated timeline for Special Use Permit Application process.
The Community Engagement Analysis report will be completed by July 1, 2019 with the intention of releasing the findings at a public meeting in Fall 2019.	Copy of the Community Engagement Plan; Copy of Community Engagement Analysis Report; List of Listening Sessions and stakeholder meetings held; Flyers from community engagement events and public meetings;
KNSCF will retain the services of a professional fundraising consultant to begin the Capital Campaign Planning Phase. Fundraising Consultant contract will be finalized by May 31, 2019 with contract terms starting on June 1, 2019.	Fundraising consultant RFP and final consultant hired. Fundraising Consultant scope of work and timeline.
KNSCF will release the RFP for architectural services on May 24, 2019 and will convene a proposal review committee and be in process to hire an architect.	Copy of Architect RFP; list of Proposal Review Committee members; projected date of hire or architect contract.
KNSCF will work with Big Picture Learning and local educational leaders to begin drafting sections of the charter application. Charter Application writing team will visit Big Picture Learning schools 6/9-6/12 in California to meet with school administrators and see schools in action.	Big Picture Learning contract and any other consultant contracts to support the charter application writing process; dates of school site visit and who attended, updated timeline on the Hawaii Charter Commission's RFP, if available.

The following milestones shall be met by January 1, 2020. KNSCF will provide a progress report and include following documentation as evidence of milestone completion:

Milestones	Evidence of Completion
KNSCF will complete the preliminary planning for the capital campaign and, based upon those results, will convene a Capital Campaign Core Committee and launch the feasibility phase of the fundraising campaign.	List of Capital Campaign Core Committee members; the total number of feasibility study interviews to be conducted and total number completed, updated campaign fundraising goals, strategy and timelines.
KNSCF will complete a grant calendar outlining potential grant funders, proposal deadlines for years 2020 and 2021 and a record of grants submitted and received.	Copy of grants calendar; record of grant progress
KNSCF will complete the preliminary design phase for facilities, including the conceptual design and schematics.	Preliminary Facilities Conceptual Design and Schematics documents.
KNSCF will develop a preliminary facilities construction budget and school operating budget.	Copies of Preliminary budgets
KNSCF will have completed preliminary meetings with County Departments and will be prepared to submit Special Use Permit Application in Winter 2020	List of preliminary meetings completed along with documentation showing infrastructure planning required for Special Use Permit submission.”

KNSCF will provide AHCP with updated fundraising goals and timelines as established by our fundraising consultant once we bring this position on board.

The following milestone shall be met by 2023: The State Public Charter School Commission must authorize the charter for a middle/high school on the North Shore of Kaua’i no later than 2023 (with the anticipation the charter will be authorized by 2021).

LICENSE AGREEMENT

LICENSOR: WAI KOA GUAVA PLANTATION LLC,
a Delaware limited liability company

LICENSEE: KAUAI NORTH SHORE COMMUNITY FOUNDATION, INC.,
a Hawaii non-profit corporation

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License") is entered into by the parties identified below on the following terms and conditions:

1. Licensor. WAI KOA GUAVA PLANTATION, LLC, a Delaware limited liability company ("Licensor").

2. Licensee. KAUAI NORTH SHORE COMMUNITY FOUNDATION, a Hawaii non-profit corporation ("Licensee").

3. Property. Licensor is the owner of the Wai Koa Plantation located in Kilauea, Kauai, Hawaii, designated as Tax Key No. (4) 5-2-017-026, and more fully described in Exhibit "A", attached hereto ("Wai Koa Plantation"). Licensor hereby licenses to Licensee a total of approximately eight (8) acres of land within Wai Koa Plantation, as more fully described in attached Exhibit "B" ("Property").

In conjunction with the License, Licensor also hereby grants Licensee a right-of-entry during the License Term over and across such portions of the Wai Koa Plantation as may be reasonably necessary for: (i) Licensee's ingress and egress, with or without vehicles, between the Property and Kahiliholo Road (the "Access Road"); and (ii) the installation, maintenance, repair, and replacement of above ground or underground utilities (including water, electricity, telephone, and cable TV) necessary to serve the Property (the "Project Utilities"). The location of the Access Road and Project Utilities: (a) shall be subject to both parties' approval, which approval shall not be unreasonably withheld by either party; and (b) shall be established no later than one hundred eighty (180) days after Licensee secures its permits for the Charter School Project (see Subsections 7(a) and 12(b) below).

4. License Term. The term of this License (herein the "License Term") shall be for a period of ninety-nine (99) years, commencing on the Effective Date and continuing through and including May 30, 2118, unless the License is sooner cancelled or terminated as provided herein (the "Termination Date").

(a) Option to Extend. Licensee shall have an option to extend the License Term (the "Option") for an additional period of ninety-nine (99) years (the "Extension Term") on the same terms and conditions as set forth in this License.

(b) Exercise of Option. Licensee may exercise the Option only by delivering written notice to Licensor of Licensee's intent to extend the License Term no more than twenty-four (24) months and no less than twelve (12) months prior to the Termination Date. In the event that Licensee fails to deliver written notice of its exercise of the Option prior to the foregoing deadline, Licensor shall deliver written notice to Licensee indicating that the right to exercise the Option shall lapse within sixty (60) days of the date of such notice from Licensor to Licensee. If Licensee fails to deliver notice of its exercise of the Option prior to the expiration of such sixty (60) day deadline, the Option shall lapse, the License Term shall expire on the Termination Date, and there shall be no further right by Licensee to extend the License Term. If Licensee properly exercises the Option, (i) the License Term shall be deemed to include the Extension Term, and (ii) the Extension Term shall commence the day after the Termination Date.

5. License Rent.

(a) License Rent Payment. For the period commencing on the Effective Date and continuing until the Termination Date, Licensee shall pay Licensor a Base Rental equal to One and 00/100 Dollars (\$1.00) per year (the "License Rent"). If Licensee properly exercises the Option, Licensee shall pay Licensor the same Base Rental of One and 00/100 Dollars (\$1.00) per year during the Extension Term.

(b) Payments of License Rent. All License Rent payments shall be made on the first (1st) business day of each rental period defined in subsection (a) above; provided Licensee may prepay future License Rent owed in whole or in part any time after the Effective Date without premium or penalty. The License Rent payments shall be made directly to Licensor at the address for Notice provided herein or at such other address as Licensor shall provide to Licensee from time-to-time by notice in accordance with this License.

6. Other Payments.

(a) Interest and Administrative Fee. Except as may be otherwise expressly provided in this License, if any amount which shall become due and payable under this License from Licensee to Licensor is not paid by Licensee within five (5) calendar days after such amount is due and payable, then, without the requirement of notice or demand, such amount shall bear interest from the due date or dates until paid at an interest rate equal to six percent (6%) per annum computed upon the amount so due, or at the maximum interest rate then allowable under applicable law, whichever is less.

(b) Real Property Tax and Assessments.

(1) From and after the Effective Date, Licensee will also pay to Licensor as additional License Rent, at least ten (10) days before the same become delinquent, all real property taxes and assessments imposed by governmental authorities of every description to which the Property and the improvements thereon or any part thereof, are now or may during the License Term be assessed by or become liable because of governmental authorities, whether assessed to or payable by Licensor or Licensee. If at any time during the License Term there shall be assessed against the Property or any part thereof or any rents payable to Licensor therefor or against Licensor in respect thereof any new taxes (other than federal or state net income taxes) which are in substitution for real property taxes or are in lieu of increases thereof, Licensee will also pay to Licensor as additional License Rent, at least ten (10) calendar days before the same become delinquent, all such new taxes. All such payments shall include the amounts payable in respect thereto as taxes under Subsection (c) below.

(2) Licensor shall bill Licensee for each such installment of real property taxes (or such new taxes) for the amount of each installment or any new taxes due in respect thereof. Licensor shall indicate in such invoice to whom, at what address and in what proportion such amounts shall be paid by Licensee. Licensee shall pay to Licensor (within five (5) business days after the Effective Date), a prorated amount for such taxes and assessments allocable to the period from the Effective Date through the end of the appropriate tax or assessment period.

(3) In the event that Licensee fails to timely pay any of the amounts required by this subsection (b), Licensor may, but shall not be obligated to, use its own funds to make such payments to the appropriate taxing authority. In the event that Licensor chooses not to make such payment, Licensee shall pay any and all penalties and interest assessed against either or both of Licensor and Licensee by reason of such failure to make timely payments under this Subsection (b).

(c) General Excise Tax. Licensee shall also pay to Licensor, together with any payments required hereunder to be made by Licensee to Licensor or otherwise to be made by Licensee hereunder (such as real property taxes) which are subject to any State of Hawaii general excise tax on gross income, as it may be amended, or any other similar tax imposed on Licensor on such payments in the nature of a gross receipts tax, sales tax, or the like whether imposed by the State of Hawaii or the County of Kauai or any other duly authorized taxing entity, an amount which when added to such payment shall yield to Licensor, after deduction of all such tax payable by Licensor with respect to such payments, a net amount equal to that which Landowner would have realized from such payments had no such tax been imposed.

(d) Utility Charges. Beginning on the Effective Date, and except as may be otherwise provided herein, Licensee will pay directly, before the same become delinquent, all charges, duties, rates and other outgoings of every description to which the Property or any part thereof or any improvements thereon, or Licensor or Licensee in respect thereof to the extent allocable to the Property, may during the License Term be assessed or become liable for electricity, water, gas, refuse collection, telephone, sewage disposal or any other utilities or services or any connections or meters therefore (collectively, the "Utilities"), whether assessed to or payable by Licensor or Licensee. Except as a result of Licensor's negligence or intentional misconduct, Licensor shall under no circumstances be liable to Licensee, in damages or otherwise, for any failure to furnish Utilities or for any interruption in service, resulting from any cause whatsoever, of any Utilities.

(e) Conveyance Tax. Licensee shall be responsible for and shall pay all conveyance taxes imposed by the State of Hawaii on this License under and pursuant to Chapter 247 of the Hawaii Revised Statutes ("H.R.S.") and any successor or substitute law. Licensee shall indemnify and save harmless Licensor against any and all losses, costs or expenses of any kind that may be incurred by or imposed upon Licensor in connection with any non-payment, late payment or partial payment of such conveyance taxes, including, without limitation, any penalties or interest assessed against Licensor.

7. Use and Operation.

(a) Charter School Project. Subject to Licensee's ability to obtain all applicable zoning, building and environmental approvals including, without limitation, a Use Permit and a Class IV Zoning Permit, from the County of Kauai and other applicable governmental authorities (collectively herein the "Governmental Authority")(see Subsection 12(b) below), now in force, or which may hereafter be in force, the Property may be used as a public charter school serving Grades 6 through 12)(herein the "Charter School Project" or the "Project").

(b) Prohibited Uses. Licensee shall not use or permit to be used all or any portion of the Property for any purpose whatsoever other than those described in this License including, without limitation, for the removal of soil, rock or stone from the Property, without

obtaining the prior written consent of Licensor, which consent Licensor shall be entitled to grant, deny, withhold, delay or condition in its sole discretion; provided that if removal of soil, rock or stone from the Property is required in conjunction with construction of the Project Improvements, then such soil, rock, or stone as is required to be removed for construction purposes only, may be removed without Licensor's consent.

8. Property Improvements. Licensee may construct, and shall maintain, the following improvements on the Property:

(a) Fencing of Property. Should Licensee desire to erect fencing on, within, or around the Property, Licensee shall, at its own cost and expense, supply fencing and pedestrian gate materials, vehicles, and labor to erect such fencing, and shall maintain such fencing on, within, or around the Property at its own cost and expense.

(b) Project Improvements. In addition to the fencing and gates installed pursuant to subsection (a) above, and subject to Licensee's procurement of the Project Permits according to Subsection 12(b) of this License, Licensee may construct those improvements and related facilities necessary to achieve its Project purposes (herein the "Project Improvements"), provided, however, that Licensee shall not construct any improvements, install any equipment or other components, construct roadways or other transportation improvements, or engage in any other construction activities (herein the "Construction Activities") on the Property prior to satisfaction of all of the following conditions:

(1) Licensee has delivered to Licensor evidence of Licensee's financial capacity, pursuant to Section 9.2 of Exhibit "C" to this License, to complete the Construction Activities and Licensor has approved such evidence;

(2) Licensee has received and provided to Licensor all consents, approvals and permits from Governmental Authority necessary and appropriate for such Construction Activities to occur (see Subsection 12(b) of this License); and

(3) Licensee has provided to Licensor not less than forty-five (45) calendar days prior written notice of the date that such Construction Activities will commence.

(c) Ownership of Project Improvements. Licensee shall own all Project Improvements (including, but not limited to, buildings, structures, fencing, and water wells) it may construct with or make to the Property during the License Term. Licensor shall have no ownership interest in any such improvements.

9. Liability and Insurance.

(a) Licensee's Responsibilities. From the time that Licensee begins construction of its Project Improvements on the Property, and at all times thereafter while the License remains effective, Licensee shall be responsible for any and all losses, costs, expenses, including reasonable attorney's fees, claims, liabilities, actions or damages, including liability for injuries to or death of persons or damage to property of third persons, solely arising out of or in any way connected with the use and occupancy by Licensee of the Property.

(b) Indemnity. Licensee will indemnify, defend, and hold Licensor and its respective officers, directors, shareholders, partners, successors in trust, beneficiaries, members, managers, authorized agents, attorneys and employees (collectively, the "Indemnified Parties"), harmless from and against all claims and demands for loss or damage, including, without limitation, property damage (which shall include claims for loss of business income by third-party businesses on the Island of Kauai), personal injury, bodily injury and wrongful death, solely arising out of or in connection with the Licensee's use and occupancy of the Property, or any accident or fire on the Property or any nuisance made or suffered thereon solely arising out of or in connection with the Licensee's use and occupancy of the Property, or any failure by Licensee to keep the Property in a safe condition, and will reimburse Licensor for all Licensor's costs and expenses, including reasonable attorney's fees incurred in connection with Licensor's defense of any such claims. Notwithstanding anything to the contrary in this License, Licensee shall not be required to indemnify, defend or hold harmless Licensor and the Indemnified Parties in connection with the Licensor's or the Indemnified Parties' intentional acts, omissions or negligence.

(c) Insurance. At a minimum, Licensee must acquire and maintain, from a company or companies lawfully qualified to do business in the State of Hawaii, the following described insurance, in the manner described herein, from the time that Licensee begins construction of its improvements on its Property, and at all times thereafter, while the License remains in effect.

(1) Commercial General Liability Insurance, written on an Insurance Services Office, Inc. ("ISO") "occurrence" Form CG 00 01 or its equivalent, insuring the use or maintenance of the Property while being used for the purposes described in section 7 of this License. Such insurance shall include, but not be limited to, coverage for:

- a. Premises-Operations;
- b. Independent Contractors;
- c. Products - Completed Operations;
- d. Contractual Liability;
- e. Personal Injury; and
- f. Medical Payments.

Limits for such coverage shall be not less than:

Bodily Injury and Property Damage Combined Single Limit-
\$2,000,000 per Occurrence, subject to
\$2,000,000 General Aggregate
and
\$2,000,000 Products and Completed Operations Aggregate.

Personal Injury-
\$2,000,000 per Person/Organization per offense subject to
\$2,000,000 General Aggregate

The policy shall contain an endorsement naming, as an additional insured, each of the Licensor and their respective officers, directors, shareholders, partners, successors in trust, beneficiaries, members, managers, authorized agents, attorneys and employees. Specifically, the policy shall name all of the foregoing as additional insured with respect to any liability arising out of the use or maintenance of the Property while being used for any purpose.

To the extent such endorsement coverage is reasonably available, the policy shall also contain an endorsement amending the "Other Insurance" clause of the policy by inserting the following:

"The insurance afforded to the Additional Insured under this policy is primary insurance and the insurer will not seek contribution from any other insurance available to an Additional Insured."

The policy shall contain a clause which provides that the insurer waives any right of recovery it may have against either or both of the Licensor, and its respective officers, directors, shareholders, partners, successors in trust, beneficiaries, members, managers, authorized agents, attorneys and employees, because of payments made under this policy (commonly referred to as waiver of subrogation).

(2) Commercial Property Insurance. Commercial property insurance covering the Project Improvements, including, without limitation, furniture, fixtures, machinery, equipment, stock and any other personal property owned and/or used in Licensee's Project, in an amount equal to their full replacement cost at time of loss, without deduction for depreciation. Such insurance shall be written on a current ISO Commercial Property Policy — "Special Form" Causes of Loss form as from time to time filed with the Hawaii Insurance Commissioner, or its equivalent, and at a minimum, such policy shall insure against destruction or damage by fire and other perils covered under such an ISO policy; with additional coverage for risk of loss by earthquake, flood, hurricane, tsunami, such other hazards or risks which a prudent business person would insure against, and terrorism and war risk (if available at a commercially reasonable cost to Licensee). The policy(ies) required hereunder shall provide Replacement Cost Coverage (exclusive only of excavation, foundations and footings) and shall contain an Agreed Value endorsement.

The policy and certificate of insurance shall contain a provision specifically naming the Licensor as an additional insured as their interests may appear.

The policy shall also provide the following: "If the insurer denies [the Licensee's] claim because of [the Licensee's] acts or because [the Licensee] has failed to comply with the terms of the policy, the additional insured will still have the right to receive loss payment if the additional insured: (i) pays any premium with respect to the Premises due under the policy at the insurer's request if [the Licensee] has failed to do so; (ii) submits a signed, sworn statement of loss within sixty (60) days after receiving notice from the insurer of [the Licensee's]

failure to do so; and (iii) has notified the insurer of any change in ownership, occupancy or substantial change in risk known to the additional insured.”

(3) National Flood Insurance. If the property is within a flood zone as determined by the U.S. Federal Emergency Management Agency (“FEMA”), National Flood Insurance covering damage to buildings, other improvements, personal property and contents, in amounts equal to the maximum amounts available for the Project (basic plus additional coverage). The policy shall not have a deductible amount in excess of the minimum deductible offered through the National Flood Program.

(4) Workers’ Compensation Insurance and Employers’ Liability shall be carried as required by Hawaii law covering all employees of Licensee including executive officers with statutory limits for Workers’ Compensation and limits for Employers’ Liability of:

\$500,000	Each Accident;
\$500,000	Disease - Policy Limit; and
\$500,000	Disease - Each Employee.

The policy shall contain a clause which provides that the insurer waives any right of recovery it may have against either or both of the Licensor, and their respective officers, directors, shareholders, partners, successors in trust, beneficiaries, members, managers, authorized agents, attorneys and employees, because of payments made under this policy (commonly referred to as waiver of subrogation).

(5) Other Insurance. Such other insurance as Licensor may from time to time reasonably require, adequate for Licensor’s protection, with due regard to prevailing prudent business practices.

(d) General Insurance Requirements. All insurance policies shall be subject to the following:

From the time that Licensee begins construction of its Project Improvements on the Property, certificates of insurance evidencing the required insurance coverage shall be immediately filed with the Licensor and thirty (30) days prior to the renewal date of any policy. Such Certificates of Insurance must specifically show all the special policy conditions required in Subsections 9(c) and (d) of this License including additional insured, waiver of subrogation, notice of cancellation, and primary insurance wording applicable to each policy.

In the event of any question or dispute concerning the coverage maintained by Licensee, copies of all policies evidencing the required insurance coverage, certified true and complete by an authorized representative of Licensee, shall be made available upon request by Licensor, within thirty (30) days of the request.

All insurance policies shall be written, if possible, by an admitted insurer in the State of Hawaii with a current Best Rating of A:7 or better. If the insurer is non-admitted, it must have a current Best Rating of A:7 or better.

All insurance policies required hereunder shall be specifically endorsed to state that coverage afforded thereunder will not be canceled or allowed to expire for

any reason until at least ten (10) days' prior written notice has been mailed to the insured and the Licensor.

(e) Property of Licensee and Others. All personal property of any kind or description whatsoever held on the Property or within the Project, whether owned by Licensee or others, shall be held at Licensee's sole risk, and Licensor shall not be liable for any damage done to or loss of such personal property, except for any claims resulting from damage caused by the negligence or willful misconduct of Licensor.

10. Assignment or Sublicensing.

(a) Generally. Except in the case of an assignment to (i) any affiliate of Licensee or (ii) to any entity resulting from the merger, acquisition, consolidation, or other reorganization of Licensee, Licensee shall not assign this License without the prior express written consent of Licensor, which Licensor may withhold in its sole discretion. Except in the case of an assignment to a Charter School Entity (as defined below), any consent may be conditioned upon the proposed assignee providing: (i) definitive evidence of adequate financial strength to satisfy the financial obligations of Licensee under this License; and (ii) definitive evidence of experience in the management and operation of facilities similar to the Project.

Notwithstanding any provision contained herein to the contrary, Licensor shall consent to an assignment by Licensee to an entity operating a public charter school or a tax exempt organization established for the purposes of supporting such charter school (the "Charter School Entity"), provided the Charter School Entity expressly assumes and agrees, with and in favor of Licensor, to all such terms, covenants and conditions of this License pursuant to an assignment and assumption agreement in the exact form attached hereto as Exhibit "E".

(b) Reserved.

(c) Assumption of License. Any permitted assignment of this License shall be specifically made in writing and therein expressly stated to be made subject to all terms, covenants and conditions of this License, and the assignee therein shall expressly assume and agree, with and in favor of Licensor, to all such terms, covenants and conditions.

(d) Licensor's Response. Licensor's failure to respond to any request for consent to an assignment or mortgage of this License within thirty (30) days following Licensor's receipt of all financial statements, documents or other information reasonably necessary for Licensor to make a determination as to the requested assignment or mortgage shall be deemed to be a denial of consent.

(e) "Assignment" Defined. For purposes of this License, the term "assignment" shall include, but not be limited to, a "change of control", which is defined as one or more sales, assignments, gifts, conveyances or transfers, voluntary or involuntary, whether by operation of law or otherwise, by which:

(1) if the Licensee is a corporation, an aggregate of more than fifty percent (50%) of: (i) the total common stock of the Licensee; or (ii) any class of voting stock of the Licensee;

(2) if the Licensee is a general partnership, an aggregate of more than fifty percent (50%) of the total partnership interests of the Licensee or a change of control (as herein defined) of any managing general partner of the Licensee;

(3) if the Licensee is a trust, an aggregate of more than fifty percent (50%) of the total beneficial interest of the Licensee;

(4) if the Licensee is a limited partnership, an aggregate of more than fifty percent (50%) of the total partnership interests of the Licensee or a change of control (as herein defined) of any general partner of the Licensee;

(5) if the Licensee is a member-managed limited liability company, an aggregate of more than fifty percent (50%) of the total membership interests of the Licensee;

(6) if the Licensee is a manager-managed limited liability company, an aggregate of more than fifty percent (50%) of the total membership interests of the Licensee or a change of control (as herein defined) of any manager of the Licensee; shall become vested or controlled by one or more individuals, associations, partnerships, trusts, limited liability companies, corporations, or any other legally recognized entity, or any derivative or combination thereof, who or which do not presently own directly a sixty percent (60%) interest, legally or equitably, in the Licensee as of the date of this License (or as of the date of Licensee's subsequent acquisition of this License by an assignment as to which Licensor's consent was obtained); with the ownership of such interests in Licensee being determined in accordance with the principles set forth in Sections 318 and 544 of the Internal Revenue Code of 1986, as amended.

(f) Assignment in Violation of this Section is Invalid. No assignment or other transfer of this License other than in accordance with Section 10 of this License, whether voluntary or involuntary, by operation of law, under legal process, through receivership or bankruptcy or otherwise, shall be valid or effective. Should Licensee attempt to make or suffer to be made any assignment or other transfer of this License or any interest herein except as permitted by this Section 10 of this License, or should any right or interest of Licensee under this License be attached, levied upon or seized under legal process and the same shall not be released within sixty (60) calendar days thereafter or, if incapable of being released within said sixty (60) day period, action for the release thereof was commenced within said sixty (60) calendar day period and thereafter diligently prosecuted, then any of the foregoing events shall be deemed a default under this License. Licensor's consent to an assignment or other transfer of this License shall not constitute a waiver or release by Licensor of any of the provisions of this Section, all of which shall apply to each successive assignment or other transfer, if any, and be binding upon each and every assignee, transferee, sublicensee and other successor in interest of Licensee.

(g) Sublicensing. Except in the case of sublicensing to (i) any affiliate of Licensee or (ii) to any entity resulting from the merger, acquisition, consolidation, or other reorganization of Licensee, Licensee will not, without the prior written consent of Licensor, which consent may be granted, denied, withheld, delayed or conditioned in Licensor's sole discretion, enter into a lease, license, rental agreement or use agreement with any other person, or allow any other person to use the Property, or part with possession of the Property or any part thereof (collectively, a "Sublicense").

(h) Change of Licensee's Name. A change of name by Licensee shall not constitute a breach of this License provided such change does not constitute an assignment under the License.

11. General License Terms. This License is subject to the General Terms and Conditions of License Agreement attached hereto as Exhibit "C". In the event of any conflict or discrepancy between the General Terms and Conditions of License Agreement and the terms and provisions contained in the License, the License (and not Exhibit "C") shall prevail and control.

12. Other Special Provisions.

(a) Wai Koa Plantation Condominium Property Regime. As described in Section 3 of this License, the Property is part of an approximately 473-acre parcel known as "Wai Koa Plantation". Licensors and Licensee acknowledge that Wai Koa Plantation is currently encumbered by the Wai Koa I Condominium Property Regime pursuant to H.R.S. Chapter 514A (herein the "Wai Koa I Condominium"), but that Licensors' current intent is to either: (i) cancel and remove Wai Koa I Condominium from Wai Koa Plantation and submit Wai Koa Plantation to a new condominium property regime pursuant to H.R.S. Chapter 514B; or (ii) amend the documents which govern the Wai Koa I Condominium to create a substantially revised condominium property regime pursuant to H.R.S. Chapter 514B; as used in this License, this new or substantially revised condominium property regime will be called the Wai Koa Plantation CPR (the "Wai Koa Plantation CPR"), and will consist of a minimum of ten (10) CPR interests (herein the "Unit" or "Units"), together with limited common elements appurtenant to each Unit and such common elements as may be otherwise necessary to provide access, utility services, drainage facilities, or other elements necessary for the development and operation of the Wai Koa Plantation CPR. The Wai Koa Plantation CPR will be governed by certain documents including, without limitation, a Condominium Map, a Declaration of Condominium Property Regime, and Bylaws (collectively herein the "Wai Koa Plantation CPR Documents").

The Property shall be located within one of the Units which will comprise the Wai Koa Plantation CPR, and shall be subject to the provisions, terms, and conditions of the Wai Koa Plantation CPR Documents; provided that the Wai Koa Plantation CPR Documents shall be subordinate and inferior to this License and its provisions including, but not limited to, Section 3, "*Property*" (including the right-of-entry provisions of Section 3), Section 7, "*Use and Operation*", and Section 8, "*Property Improvements*". Licensors agree the uses of the Property and improvements to the Property permitted under this License shall not be prohibited by or restricted under the Wai Koa Plantation CPR Documents, and that this License shall otherwise be superior to, and control over, any provisions of the Wai Koa Plantation CPR Documents that may materially conflict with this License.

Further, Licensors agree that the terms, conditions, and provisions of the Wai Koa I Condominium including, but not limited to, the Declaration and By Laws of Wai Koa I Condominium, shall be subordinate to the terms and conditions of this License.

Licensors agree that prior to the recordation of any Wai Koa Plantation CPR Documents with the Bureau of Conveyances of the State of Hawaii (the "Bureau"), Licensee shall be given a reasonable opportunity to review, comment upon, and approve any of the Wai Koa Plantation CPR Documents which may affect Licensee, or Licensee's rights and

interests under this License; provided that any such approval by Licensee shall not be unreasonably withheld.

As part of the development of the Wai Koa Plantation CPR, Licensor intends to subject the entirety of the Wai Koa Plantation to a master declaration of restrictive covenants, conditions, and restrictions (herein the "Wai Koa Plantation CC&Rs" or "CC&Rs"). Licensor agrees that prior to the recordation of the Wai Koa Plantation CC&Rs, Licensee shall be given a reasonable opportunity to review, comment upon, and approve the Wai Koa Plantation CC&Rs, to determine the effect of such CC&Rs on the Project; provided that such approval by Licensee shall not be unreasonably withheld.

The parties agree that at such time as the Real Estate Commission (herein "REC") of the State of Hawaii issues an effective date for a Developer's Public Report for the Wai Koa Plantation CPR, the parties will replace Exhibit "B" to this License with a legal description that is consistent with the Wai Koa Plantation CPR Documents.

(b) Project Permits; Compliance with Law. The parties acknowledge that this License is granted on the condition that, within ninety-six (96) months from the Effective Date, but subject to the provisions of this Subsection (b), Licensee secures, at its own cost and expense, all applicable zoning, building and environmental approvals from the Governmental Authority, now in force, or which may hereafter be in force, pertaining to the development, occupancy and use of the Property as the Charter School Project. Without limiting the generality of the foregoing, before commencing operation of the Project or any construction of Project Improvements on the Property, Licensee shall seek and secure all approvals and permits which may be required by any Governmental Authority having jurisdiction thereof (herein the "Project Permits" or "Permits"). Licensee shall immediately provide Licensor with copies of all applications for such Permits and copies of all approved Permits received by Licensee from time to time. In connection with all such applications for Permits or governmental authorization, the Licensor's sole obligations shall be:

(1) to confirm to appropriate governmental agencies the existence of this License and the Licensee's ability to apply for necessary Permits for allowable improvements and uses under the License; and

(2) to authorize, as land owner, Licensee's ability to apply for necessary governmental permits and the proposed improvements and uses under such Permits.

If Licensee is unable to substantially complete the construction of the major components of its Project Improvements within one hundred twenty (120) months from the Effective Date, either party may, at its sole option, terminate this License. Subject to Licensor's prior written approval, which shall not be unreasonably withheld, Licensee may construct additional Project Improvements after one hundred and twenty (120) months from the Effective Date. Prior to the expiration of such one hundred and twenty (120) month period, in the event that Licensor and Licensee mutually determine that development of the Project or construction of the Project Improvements is not feasible, then either party may terminate this License at any time after its Effective Date.

Until such time that Licensee begins construction of the Improvements, Licensor shall be responsible for mowing the Property.

(c) Licensor's Other Licensees.

(1) General. This License grants to Licensee the exclusive right to use and occupy the Property for the purposes and uses described herein and Licensor agrees to give reasonable notice to Licensor's other surrounding lessees, licensees or permittees, if any, of Licensee's use and occupation of the Property. The commencement of Licensee's use, control and occupancy of the Property is subject to Subsection (2) immediately below.

(2) Other Easements/Encumbrances. Licensee understands and agrees that this License, and Licensee's rights hereunder, shall be subject to the easements, encumbrances and restrictions against the Wai Koa Plantation Property set forth in Exhibit "D", attached hereto and made a part hereof.

13. Licensor Reservations. Upon the terms and conditions set forth in this Section, the following are hereby excepted from this License, and reserved to Licensor:

(a) Right of Entry. Licensor reserves the right to enter upon the Property, at reasonable times and upon reasonable advance written notice, for the purposes of inspection and/or to conduct surveys, tests and studies.

(b) Right to Grant Easements. Licensor reserves the right to grant easements, including but not limited to, easements for drainage, irrigation, access (including conservation, pedestrian, bicycle and vehicular), and utility purposes over, under, across and through other portions of the Wai Koa Plantation Property not encumbered by this License.

14. Property Licensed "As-Is".

(a) Licensee's Understanding. Licensee is familiar with the Property and has made or will make prior to the Effective Date such independent investigations of all possible issues as relating to this License as Licensee deems necessary or appropriate. Licensee is relying solely upon its own investigation, inspection, evaluation and analysis and is leasing the Property "AS IS," in its present state and condition, as such state and condition may be altered as a result of the actions permitted herein, without representation or warranty by Licensor, or Licensor's agents, attorneys and representatives, as to any matter, except as expressly set forth in this License.

(b) No Representations. Without limiting the generality of the foregoing, Licensor makes no representations, express or implied, as to: (i) the fitness or suitability of the Property for any particular use; (ii) topography or soil conditions; (iii) the adequacy, sufficiency, existence or location of utilities or any infrastructure serving the Property; (iv) applicable zoning, land use designations or other permitting; (v) the existence of encroachments by or on the Property; (vi) slope, lateral and sub adjacent support; (vii) tsunamis, earthquake, volcanic or hurricane risks; (viii) drainage, compaction, fill, erosion, flooding and geologic conditions; (ix) compliance of the Property with health and environmental laws and regulations; (x) the presence of hazardous materials; (xi) the possible existence of customary and traditional rights to enter upon or use the Property for any cultural, religious or other purpose; (xii) noise disturbance or pollution; (xiii) the availability of potable water or electrical service to the Property; (xiv) the measured area of the Property, provided the parties hereto agree the Property shall consist of the

area described in attached Exhibit "B"; or (xv) the ability of Licensee to use all or any portion of the Property for any particular purpose.

(c) No Warranties. Licensee acknowledges that Licensor, and Licensor's agents, attorneys and representatives, except as specifically set forth herein, have not made and do not make any representations or warranties to Licensor, express or implied, concerning any matters regarding the Property and its use and that Licensee's execution of this License shall release and discharge Licensor, and Licensor's agents, attorneys and representatives, of and from any and all claims, obligations and liabilities arising out of the condition of the Property, and any disclosures made or not made in connection with this License. No oral statement, question, answer or discussion by Licensor, or Licensor's agents, attorneys and representatives, as to any matter, at any time either before or after the date of this License, is or shall be deemed to be a representation or warranty of Licensor under this License.

(d) Encumbrances. Licensee accepts the Property subject to any and all encumbrances which are now a part of the public record or determinable from an inspection of the Property or land immediately surrounding the Property.

15. Dispute Resolution. If a dispute arises out of or relates to this License, the parties shall endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the dispute shall be submitted for mediation. The parties shall select a mutually acceptable third-party to act as mediator. If the dispute cannot be resolved within five (5) business days after commencement of the mediation process the dispute shall be resolved by arbitration. Conduct of arbitration and decisions entered by the arbitrator shall be subject to the provisions of HRS Chapter 658A, as amended. The request for arbitration shall be in writing and delivered to the other party and shall set forth the issue to be arbitrated, the amount involved, if any, and the remedy sought. Such arbitration shall be conducted in an expedited manner. The arbitrator shall use best efforts to hold an arbitration hearing no later than thirty (30) calendar days after the request for arbitration was first made and shall make a final decision as quickly as possible and, in any event, not more than thirty (30) calendar days after the arbitration hearing is held. A single arbitrator, mutually selected by the parties, shall conduct the arbitration. If the parties cannot agree as to the selection of an arbitrator, then the judge of the Fifth Circuit Court, State of Hawaii, shall select the arbitrator. The decision of the arbitrator shall be final and binding and may be enforced in any court of competent jurisdiction. All proceedings before the arbitrator shall be held in Lihue, Kauai, Hawaii. The non-prevailing party as determined by the arbitrator shall pay the costs and expenses of the prevailing party, including reasonable attorney's fees and the arbitrator's costs and fees; provided, however, if the arbitrator decides that neither party is the prevailing party, each party involved in the dispute shall bear its own costs and expenses and pro rata share of the arbitrator's costs and fees.

16. Memorandum of License. Licensee and Licensor agree that Licensee may execute and record a short-form Memorandum of this License (the "Memorandum"). Any such Memorandum shall be subject to Licensor's approval, which shall not be unreasonably withheld. Licensee may record the Memorandum at the Bureau of Conveyances of the State of Hawaii ("Bureau"). The Memorandum shall be prepared and recorded by Licensee at its sole cost and expense. Under no circumstances of any kind shall this License be recorded.

17. License Encumbrances.

(a) Definitions. For purposes of this Section 17, the following definitions apply:

“Equipment Lien” means any security interest, financing lease, personal property lien, conditional sales agreement, chattel mortgage, security agreement, title retention arrangement or any similar arrangement (including any related financing statement) for Licensee’s acquisition or leasing of any financed FF&E used on the Property that is leased, purchased under conditional sale or installment sale arrangements, encumbered by a security interest, or used under a license, provided that each Equipment Lien encumbers or otherwise relates only to the financed FF&E for which such secured party provides bona fide purchase-money financing or a bona fide equipment lease, after the Effective Date. A License Encumbrance is not an Equipment Lien.

“FF&E” means all movable furniture, furnishings, equipment, and personal property of Licensee or anyone claiming through Licensee that may be removed without material damage to the Property and without adversely affecting: (a) the Property; (b) any electrical, plumbing, mechanical, or other system in the Property; (c) the present or future operation of any such system; or (d) the present or future provision of any utility service to the Property. FF&E includes items such as factory equipment, furniture, movable equipment, generators and associated fuel tanks, telephone, computer systems, data libraries, telecommunications systems and related equipment, facsimile transmission equipment, point of sale equipment, rooftop equipment (including receiving and transmitting equipment, antennae and related communications equipment), televisions, radios, network racks, computer servers and systems, security systems, redundant or supplemental HVAC systems, backup electrical systems, uninterruptible power source systems and related equipment, network and communication cabling and associated conduit, and peripherals.

“License Encumbrance” means any security interest, pledge, UCC filing, collateral assignment, or other lien (as modified from time to time) encumbering this License or the estate created hereby. A License Encumbrance shall not attach to the fee estate of the Property.

“Lender” means a holder of a License Encumbrance (and its successors and assigns), provided: (a) it is not an affiliate of Licensee; and (b) Licensor has received notice of its name and address and a copy of its License Encumbrance.

(b) License Encumbrances. Notwithstanding anything in this License to the contrary, Licensee shall have the absolute and unconditional right, without Licensor’s consent, to execute and deliver License Encumbrance(s) at any time and from time to time during the License Term. Licensor need not join in, or “subordinate its fee estate to,” any License Encumbrance. No License Encumbrance shall reduce any party’s rights or obligations under this License. If any (prospective) Lender shall reasonably require any additional documentation, recordable memoranda of interest, or modification(s) of this License (including cure rights, rights to obtain a new license, and other customary lender protections), then Licensor shall, at Licensee’s request, promptly execute and deliver to Licensee such instruments in recordable form effecting such modification(s) as such (prospective) Lender requires, provided they do not materially adversely affect Licensor’s rights or materially increase Licensor’s obligations.

(c) Opportunity to Cure. Licensors shall accept Lender's cure of any default hereunder at any time until 60 days after both: (a) Licensee and Lender have received a written notice for that default; and (b) Licensor has notified Lender that Licensee's cure period for that default has expired. If Lender cannot reasonably cure the default within Lender's cure period under the preceding sentence, it shall have such further time as it reasonably needs so long as it proceeds with reasonable diligence. If Lender cannot reasonably cure a default without possession, or if any Licensee default(s) occur(s), Lender shall be entitled to such additional time as it reasonably needs to consummate a foreclosure of its interest and obtain possession, provided Lender timely exercises its cure rights for all other defaults.

(d) Cure Rights Implementation. Whenever Lender's time to cure a default or consummate a foreclosure of its interest has not expired, Licensor shall not terminate this License, accelerate any rent, or otherwise interfere with Licensee's or Lender's possession and quiet enjoyment of the License. Lender may enter the Property to seek to cure a default. This right or its exercise shall not be deemed to give Lender possession.

(e) New License. If this License terminates for any reason (except with Lender's consent), even if Lender failed to timely exercise its cure rights for a default, Licensor shall promptly give Lender a License termination notice. By giving notice to Licensor on or before the day that is 30 days after Lender receives Licensor's License termination notice, Lender may require Licensor to promptly enter into a new License with new licensee. Licensor need not do so, however, unless new licensee has, consistent with the License termination notice, cured all reasonably curable defaults (except Licensee's specific defaults).

(f) New License Implementation. If Lender timely requests a new license in conformity with this License, then from the date this License terminates until the parties execute and deliver a new license, Licensor shall not: (a) operate the Property in an unreasonable manner; (b) terminate sublicense(s) except for the sublicensee's default; or (c) license any Property except to new licensee. When the parties sign a new license, Licensor shall transfer to new licensee all sublicenses (including any security deposits Licensor held), service contracts, Property operations, and net income Licensor collected from the Property during the period described in the previous sentence, and Licensor shall cause every mortgage or other encumbrance of the fee estate to subordinate unconditionally to the new license.

(g) Further Assurances. Upon request from Licensee or any Lender (prospective or current), Licensor shall promptly, under documentation reasonably satisfactory to the requesting party: (a) agree directly with Lender that it may exercise against Licensor all Lender's rights in this License; (b) certify (subject to any then exception reasonably specified) that this License is in full force and effect, that no License Impairment has occurred, that to Licensor's knowledge no default exists, the date through which License Rent has been paid, and other similar matters as reasonably requested; and (c) provided Licensee reimburses Licensor's reasonable attorneys' fees and expenses, amend this License as any current or prospective Lender reasonably requests, provided such amendment does not materially adversely affect Licensor or reduce any payment. Licensor will cooperate with Licensee in connection with any actual or proposed Lender or any other potential source of financing available to Licensee. By way of example but not limitation, Licensor shall provide information related to this License as reasonably requested by the actual or potential financing source or necessary for Licensee to complete any application for such financing; execute consents or support letters in connection with such actual or potential financings; and execute a standard "owner's affidavit" for the benefit of Licensee's

title company and provide such Licensor organization documents, consents or resolutions as may be reasonably required by Licensee's title company in connection with any insurance policies issued to Licensee or its Lenders in connection with the Property.

(h) Equipment Liens - Licensee's Rights. If at any time or from time to time Licensee desires to enter into or grant any Equipment Lien that otherwise complies with this License, and provided that no uncured Event of default exists, then upon Licensee's request Licensor shall enter into (and shall cause every mortgage or other encumbrance of the fee estate to enter into) such customary documentation regarding the financed FF&E as Licensee reasonably requests, providing for matters such as: (a) waiver of any right to take possession of such financed FF&E upon an event of default; (b) waiver of any other right, title, or interest in the financed FF&E; and (c) agreements to enable the holder of such Equipment Lien to repossess such financed FF&E if such holder exercises remedies under its Equipment Lien.

18. Entire Agreement; Amendment. The provisions of this License and the attached Exhibits constitute the entire understanding and agreement between the Parties and may not be altered or amended except by an instrument in writing signed by the Parties. Each Party acknowledges and agrees that no representation, warranty or inducement has been made to it regarding the subject matter hereof, which is not expressly set forth in this License and the attached Exhibits.

Signature page follows; the remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, the Licensor and Licensee have executed this License as of _____, 2019 (herein the "Effective Date"). The representatives of the parties signing below represent and warrant that they are duly authorized to execute this License on behalf of their respective party and that this License will be a valid and binding agreement, enforceable against such party in accordance with its terms.

LICENSOR:

WAI KOA GUAVA PLANTATION, LLC, a Delaware limited liability company

By: Porter Revocable Trust
Its: Manager



By: M. Ian Porter, Trustee

LICENSEE:

KAUAI NORTH SHORE COMMUNITY FOUNDATION, INC., a Hawaii non-profit corporation

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the Licensor and Licensee have executed this License as of _____, 2019 (herein the "Effective Date"). The representatives of the parties signing below represent and warrant that they are duly authorized to execute this License on behalf of their respective party and that this License will be a valid and binding agreement, enforceable against such party in accordance with its terms.

LICENSOR:

WAI KOA GUAVA PLANTATION, LLC, a Delaware limited liability company

By: Porter Revocable Trust
Its: Manager

By: M. Joan Porter, Trustee

LICENSEE:


KAUAI NORTH SHORE COMMUNITY FOUNDATION, INC., a Hawaii non-profit corporation

By: _____
Name: Rory Enright
Its: President

STATE OF CALIFORNIA
COUNTY OF Monterey } ss.

On this 21st day of May 2019, before me personally appeared M. JOAN PORTER, to me personally known, 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 capacities.

Diana Laura Cervantes
Print Name
Notary Public, State of California
My commission expires: Oct 15, 2021

Date of Doc: <u>License Agreement</u>	# Pages: <u>NA</u>
Name of Notary: <u>Diana Laura Cervantes</u>	Notes: _____
Doc. Description: _____	
(stamp or seal)	
<u>[Signature]</u> Notary Signature	<u>5-21-19</u> Date
_____ Circuit, State of California	
NOTARY CERTIFICATION	
	

STATE OF HAWAII)
) ss.
COUNTY OF KAUAI

On this 22 day of May 2019, before me personally appeared Rory Enright, to me personally known, 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 capacities.

LS

Joyce Dellatan
Print Name Joyce Dellatan
Notary Public, Fifth Circuit
State of Hawaii
My commission expires: 07/06/2019

Date of Doc: <u>Not dated at time of notary</u>	# Pages: <u>57</u>
Name of Notary: <u>Joyce Dellatan</u>	Notes: _____
Doc. Description: <u>License Agreement &</u>	
<u>Joyce Dellatan</u> <u>05/22/19</u>	(stamp or seal) <u>LS</u>
Notary Signature	Date
<u>5</u> Circuit, State of Hawaii	
NOTARY CERTIFICATION	

EXHIBIT "A"

LOT 27-A-1-A

LAND SITUATED AT KALIHIWAI AND KILAUEA, HANAIEI, KAUAI, HAWAII

Being a portion of land patent 8173, Land Commission Award 8559-B Apana 39 to William C. Lunalilo Beginning at a pipe at the Southwest corner of this parcel of land, the Southeast end of Kahilihoho Road and the Northwest corner of Lot 30 of Kalihiwai Ridge, Phase II, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KILAUEA" being 11,997.85 feet South and 11,106.92 feet West, thence running by azimuths measured clockwise from true South:

- | | | | | |
|-----|------|---------|--------|--|
| 1. | 164° | 00' | 10.01 | feet along the East side of Kahilihoho Road; thence along the East side of Kahilihoho Road on a curve to the right with a radius of 20.00 feet, the chord azimuth and distance being: |
| 2. | 209° | 00' | 28.28 | feet; |
| 3. | 254° | 00' | 12.00 | feet along the East side of Kahilihoho Road; |
| 4. | 164° | 00' | 52.00 | feet along the East side of Kahilihoho Road; |
| 5. | 74° | 00' | 12.00 | feet along the East side of Kahilihoho Road; thence along the East side of Kahilihoho Road on a curve to the right with a radius of 20.00 feet, the chord azimuth and distance being: |
| 6. | 118° | 41' 43" | 28.13 | feet; thence along the East side of Kahilihoho Road on a curve to the left with a radius of 1,078.00 feet, the chord azimuth and distance being: |
| 7. | 152° | 26' 43" | 409.36 | feet; |
| 8. | 141° | 30' | 103.73 | feet along the East side of Kahilihoho Road; thence along the East side of Kahilihoho Road on a curve to the right with a radius of 1,022.00 feet, the chord azimuth and distance being: |
| 9. | 150° | 25' 17" | 316.98 | feet; |
| 10. | 250° | 35' 07" | 31.33 | feet along Water Pump Station Lot 27-A-1-B; |
| 11. | 160° | 35' 07" | 44.33 | feet along Water Pump Station Lot 27-A-1-B; |
| 12. | 70° | 35' 07" | 31.33 | feet along Water Pump Station Lot 27-A-1-B; thence along the East side of Kahilihoho Road on a curve to the |

13.	177°	09'	50"	540.60	right with a radius of 1,022.00 feet, the chord azimuth and distance being: feet;
14.	192°	30'		458.79	feet along the East side of Kahilihoho Road; thence along the East side of Kahilihoho Road on a curve to the left with a radius of 628.00 feet, the chord azimuth and distance being:
15.	188°	05'	30"	96.54	feet;
16.	273°	41'		249.45	feet along Lot 25 of Kalihiwai Ridge, Phase I, File Plan 1934;
17.	314°	27'		187.00	feet along Lot 25 of Kalihiwai Ridge, Phase I, File Plan 1934;
18.	318°	10'		576.00	feet along Lot 25 of Kalihiwai Ridge, Phase I, File Plan 1934;
19.	326°	12'		253.00	feet along Lot 25 of Kalihiwai Ridge, Phase I, File Plan 1934;
20.	226°	20'		419.00	feet along Lot 25 of Kalihiwai Ridge, Phase I, File Plan 1934;
21.	193°	08'		257.00	feet along Lot 25 of Kalihiwai Ridge, Phase I, File Plan 1934;
22.	235°	40'		140.00	feet along Lot 25 of Kalihiwai Ridge, Phase I, File Plan 1934;
23.	173°	06'		337.00	feet along Lot 25 of Kalihiwai Ridge, Phase I, File Plan 1934;
24.	165°	40'		267.00	feet along Lot 25 of Kalihiwai Ridge, Phase I, File Plan 1934;
25.	154°	20'		249.00	feet along Lot 25 of Kalihiwai Ridge, Phase I, File Plan 1934;
26.	170°	46'		342.00	feet along Lot 25 of Kalihiwai Ridge, Phase I, File Plan 1934;
27.	104°	30'		232.00	feet along Lot 25 of Kalihiwai Ridge, Phase I, File Plan 1934;

28.	110°	00'		282.00	feet along Lot 25 of Kalihiwai Ridge, Phase I, File Plan 1934;
29.	131°	30'		115.00	feet along Lot 25 of Kalihiwai Ridge, Phase I, File Plan 1934;
30.	110°	38'		1,171.86	feet along Lot 25 of Kalihiwai Ridge, Phase I, File Plan 1934; thence along the East side of Kahilihoho Road on a curve to the left with a radius of 1,578.00 feet, the chord azimuth and distance being:
31.	166°	45'	17"	257.03	feet;
32.	162°	05'		505.94	feet along the East side of Kahilihoho Road; thence along the East side of Kahilihoho Road on a curve to the right with a radius of 972.00 feet, the chord azimuth and distance being:
33.	173°	50'		395.88	feet;
34.	185°	35'		367.81	feet along the East side of Kahilihoho Road; thence along the East side of Kahilihoho Road on a curve to the right with a radius of 572.00 feet, the chord azimuth and distance being:
35.	205°	12'		384.23	feet;
36.	224°	50'		382.38	feet along the Southeast side of Kahilihoho Road; thence along the South side of Kahilihoho Road on a curve to the right with a radius of 472.00 feet, the chord azimuth and distance being:
37.	257°	45'		512.99	feet;
38.	290°	40'		295.69	feet along the South side of Kahilihoho Road; thence along the South side of Kahilihoho Road on a curve to the left with a radius of 528.00 feet, the chord azimuth and distance being:
39.	272°	15'	22.5"	333.51	feet;
40.	300°	50'		1,036.75	feet along Lot 24 of Kalihiwai Ridge, Phase I, File Plan 1934;
41.	302°	55'		252.27	feet along Lot 24 of Kalihiwai Ridge, Phase I, File Plan 1934;

42.	306°	36'		279.39	feet along Lot 24 of Kalihiwai Ridge, Phase I, File Plan 1934;
43.	206°	25'		1,162.21	feet along Lots 24 and 23 of Kalihiwai Ridge, Phase I, File Plan 1934;
44.	270°	00'		280.00	feet along Lot 23 of Kalihiwai Ridge, Phase I, File Plan 1934;
45.	188°	30'		430.00	feet along Lot 23 of Kalihiwai Ridge, Phase I, File Plan 1934;
46.	122°	30'		260.00	feet along Lot 23 of Kalihiwai Ridge, Phase I, File Plan 1934;
47.	204°	20'		1,100.00	feet along Lots 23 and 22 of Kalihiwai Ridge, Phase I, File Plan 1934;
48.	227°	00'		400.00	feet along Lot 22 of Kalihiwai Ridge, Phase I, File Plan 1934;
49.	303°	10'		300.00	feet along Lot 22 of Kalihiwai Ridge, Phase I, File Plan 1934;
50.	328°	44'	17"	207.20	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo;
51.	183°	36'	54"	37.31	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo;
52.	234°	44'	59"	60.53	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo;
53.	331°	17'	06"	31.11	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo;
54.	352°	20'	28"	158.38	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo;
55.	304°	05'	36"	44.00	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo;

56.	293°	00'	29"	25.50	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo;
57.	238°	17'	30"	47.51	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo;
58.	303°	36'	40"	46.14	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo;
59.	342°	37'	55"	90.58	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo;
60.	349°	47'	46"	40.53	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo;
61.	332°	40'	36"	63.35	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo;
62.	24°	38'	42"	92.29	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo;
63.	317°	51'	17"	65.36	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo;
64.	267°	45'	40"	102.10	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo;
65.	243°	31'	24"	29.89	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo;
66.	357°	43'	31"	56.74	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo;
67.	29°	05'	18"	26.85	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo;

68.	338°	33'	47"	38.30	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo;
69.	226°	53'	35"	202.57	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo;
70.	349°	30'		1,158.20	feet along Grant 630 to Jules Dudoit;
71.	13°	02'		3,124.15	feet along Grant 2836 to Charles Titcomb;
72.	61°	50'		489.00	feet along Lot 28 of Kalihiwai Ridge, Phase I, File Plan 1934;
73.	85°	00'		95.00	feet along Lot 28 of Kalihiwai Ridge, Phase I, File Plan 1934;
74.	104°	30'		896.00	feet along Lot 28 of Kalihiwai Ridge, Phase I, File Plan 1934;
75.	10°	30'		938.00	feet along Lot 28 of Kalihiwai Ridge, Phase I, File Plan 1934;
76.	24°	30'		80.00	feet along Lot 28 of Kalihiwai Ridge, Phase I, File Plan 1934;
77.	350°	00'		112.00	feet along Lot 28 of Kalihiwai Ridge, Phase I, File Plan 1934;
78.	31°	00'		500.00	feet along Lot 28 of Kalihiwai Ridge, Phase I, File Plan 1934;
79.	330°	00'		175.00	feet along Lot 28 of Kalihiwai Ridge, Phase I, File Plan 1934;
80.	49°	00'		87.06	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo (Lot 15-A);
81.	350°	30'		258.62	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo (Lot 15-A);
82.	305°	00'		270.00	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo (Lot 15-A);

83.	28°	44'	680.00	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo (Lot 15-A);
84.	338°	03'	279.00	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo (Lot 15-A);
85.	316°	26'	295.00	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo (Lot 15-A);
86.	297°	23'	311.00	feet along the remainder of Land Patent 8173, Land Commission Award 8559-B, Apana 39 to William C. Lunalilo (Lot 15-A);
87.	31°	20'	185.14	feet along Lot 28 of Kalihiwai Ridge, Phase II;
88.	130°	35'	749.52	feet along Lot 28 of Kalihiwai Ridge, Phase II;
89.	141°	06' 38"	178.83	feet along Lot 30 of Kalihiwai Ridge Phase II;
90.	89°	30'	380.00	feet along Lot 30 of Kalihiwai Ridge, Phase II;
91.	107°	00'	90.00	feet along Lot 30 of Kalihiwai Ridge, Phase II;
92.	144°	00'	190.00	feet along Lot 30 of Kalihiwai Ridge, Phase II;
93.	127°	45'	200.00	feet along Lot 30 of Kalihiwai Ridge, Phase II;
94.	77°	00'	90.00	feet along Lot 30 of Kalihiwai Ridge, Phase II;
95.	90°	50'	150.00	feet along Lot 30 of Kalihiwai Ridge, Phase II;
96.	74°	00'	528.83	feet along Lot 30 of Kalihiwai Ridge, Phase II to the point of beginning and containing an area of 473.473 acres, more or less.

TOGETHER WITH, a non-exclusive, perpetual easement twenty (20) feet wide for pedestrian and vehicular access and underground utility purposes, over, across, along, upon, under and through Lot 13-B-13, as described in and granted by Grant of Easement (Kuawa Road) recorded January 31, 2006 in the Bureau of Conveyances, State of Hawaii, as Document No. 2006-019818.

TOGETHER ALSO WITH, a non-exclusive, perpetual easement Twenty (20) feet wide for pedestrian and vehicular access and underground utility purposes, over, under and through Easement AU-1, as described in and granted by Grant of Easement (Parcel 12 -Access Easement AU-1) recorded January 31, 2006 in the Bureau of Conveyances, State of Hawaii, as Document No. 2006-019819.

END OF EXHIBIT "A"

EXHIBIT "B"

[MAP/LEGAL DESCRIPTION OF LICENSED PROPERTY]

EXHIBIT "C"

GENERAL TERMS AND CONDITIONS OF LICENSE AGREEMENT

Section 1. Peaceable Enjoyment. The Licensor hereby covenants with the Licensee that upon payment by the Licensee of the License Rent provided herein, and upon the observance and performance of all of the terms, covenants and conditions and agreements herein contained and on the part of the Licensee to be observed and performed, the Licensee shall peaceably occupy and enjoy the Property during the term of this License without hindrance or interruption by the Licensor or anyone lawfully or equitably claiming by, through or under the Licensor, except as expressly provided in this License.

Section 2. Water and Mineral Rights. Except as otherwise provided herein and in Section 3 immediately below, this Agreement does not confer on Licensee any rights to surface or subsurface water, or minerals or metallic mines on, or under the Property, and the Licensor reserves all such rights.

Section 3. No Removal of Soils, Etc. Except as otherwise provided herein, the Licensee will not, without the prior written consent of the Licensor, which consent may be granted, denied, withheld, delayed or conditioned in Licensor's sole discretion, take or remove away, from or off the Property any soil, rock or stone, or limestone; and will not, without such consent, dig, drill, or cause to be dug or drilled any well on the Property; PROVIDED THAT Licensee shall have the right to drill, maintain, repair and use one or more water wells on the Property for Licensee's use only, to provide potable or non-potable water to the Property, and PROVIDED FURTHER that if removal of soil, rock or stone from the Property is required in conjunction with construction of Project Improvements, then such soil, rock, or stone as is required to be removed for construction purposes only, may be removed without Licensor's consent .

Section 4. Prevention of Soil Erosion. From the time Licensee begins construction of its Project Improvements on the Property, the Licensee will at all times take reasonable precautions to prevent and arrest soil erosion on or from the Property, including, but not limited to, good soil conservation practices, crowning all roads to carry runoff to the side, providing adequate drainage from roads to the ditches or gulches, if any, at frequent intervals.

Section 5. Water. Nothing in this License shall be construed as imposing any duty upon the Licensor to provide water, or to construct, develop or maintain any water supply or distribution facilities, for the benefit of the Licensee.

Section 6. Hazardous Materials. From the time Licensee begins construction of its Project Improvements on the Property, Licensee, at its sole expense, shall at all times comply with all federal, state and local laws, ordinances and regulations in force from time to time applicable to the management and disposal on, under or about the Property of flammable explosives, radioactive materials, asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substance," "hazardous wastes," "hazardous materials," or "toxic substances" (collectively herein the "Hazardous Materials") under any such federal, state or local laws, ordinances or regulations, now or hereafter in effect, relating

to environmental conditions, industrial hygiene or Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 6901, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., the Clean Air Act, 42 U.S.C. Section 7401, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 through 2629, the Safe Drinking Water Act, 42 U.S.C. Sections 300f through 300j, and any state and local laws and ordinances and the regulations now or hereafter adopted, published and/or promulgated with respect to Hazardous Materials (collectively, the "Hazardous Materials Laws"). Licensee shall not cause or permit the Property and improvements thereon to be in violation of, any Hazardous Materials Laws.

6.1 Permits and Approvals. Prior to the commencement of any construction activities on the Property, Licensee shall obtain and maintain without interruption, all environmental permits or approvals (herein the "Permits") required by Governmental Authority for its use or occupation of the Property and operation of the Charter School Project. Within ten (10) days after Licensee's receipt of such Permits, Licensee shall provide Licensor with a copy of each such Permit. Licensee shall comply with the terms and conditions of all Permits. Licensee agrees to consult with supervising Governmental Authority and to comply with the directions and design requirements of such authorities for the operation of the Project on the Property.

6.2 Access to Records and the Property. At reasonable times and after reasonable notice: (i) Licensor may inspect any environmental records maintained by Licensee relating to Licensee's compliance or noncompliance with the environmental requirements of this License; and (ii) Licensor may enter the Property to conduct any reasonable test, inspection or environmental audit of the Property or Licensee's operation of the Project to determine Licensee's compliance or noncompliance with the environmental provisions of this License.

6.3 Vacating the Property. Upon vacating the Property:

(a) From the time Licensee begins construction of its Project Improvements on the Property, and at all times thereafter, while the License remains in effect, Licensee shall promptly and properly remove and dispose of all waste products, and Hazardous Materials present at the Property. Licensee shall promptly investigate and remediate any release of Hazardous Materials into the environment caused or reasonably suspected to be caused by its activities upon the Property and shall promptly repair to Licensor's reasonable satisfaction all damages caused by such removal. All such removals, repairs, investigation and remediation shall be at Licensee's sole cost and expense.

(b) Licensee shall also, at Licensee's sole cost and expense, provide Licensor with evidence satisfactory to Licensor that Licensee has fully complied with the requirements for operation of the Charter School Project as may be imposed by any Governmental Authority having jurisdiction over the Property or operation of the Project. If Licensee has not complied as required with the preceding sentence, all reasonable out-of-pocket costs incurred by Licensor in effecting such compliance shall be at Licensee's expense, and Licensee will, within sixty (60) days from Licensee's receipt of demand by Licensor, reimburse Licensor for such cost, together with interest at the rate of six percent (6%) per annum. Until such full compliance is completed, either by Licensor or Licensee, and all costs therefor have been paid by Licensee or reimbursed by Licensee to Licensor, together with interest thereon, the

Property and this License shall not be deemed surrendered and Licensee shall continue to pay any amounts required hereunder during the License Term.

6.4 Survival. The obligations of Licensee under this Section 6 shall survive any termination or expiration of this License, and any conveyance by Licensor of its interest in the Property and shall continue in full force and effect until all such obligations are satisfied by Licensee.

6.5 Environmental Indemnification. Licensee shall defend with counsel approved by Licensor (whose approval shall not be unreasonably withheld), indemnify and hold harmless Licensor, their respective officers, directors, shareholders, partners, successors in trust, beneficiaries, members, managers, agents, attorneys and employees, from and against any and all claims, charges, actions, suits, liabilities, obligations, fines and penalties (including, without limitation, claims for property damage; costs of investigation, removal, response and remediation; natural and environmental resource damage; governmental administrative actions; and reasonable attorneys' and consultants' fees and expenses), arising solely as a result of Licensee's use of the Property which arise out of, whether directly or indirectly, or relate, whether in whole or in part, to any of the following:

(a) any alleged release or discharge of Hazardous Materials on the Property during the License Term;

(b) any alleged violation of Hazardous Materials Laws on the Property during the License Term; and

(c) any alleged release or discharge, including, without limitation, any migration or emanation, of any Hazardous Materials on the Property into the surrounding lands, air and water (collectively, the "Environmental Claims") occurring during the License Term.

Section 7. Risk of Activities on Adjacent Lands. The Licensee acknowledges that the Property may be adjacent to, nearby or in the vicinity of lands being, or which in the future may be, actively used for real estate development or the growing, harvesting and processing of agricultural products, which activities may from time to time bring about upon the Property or result in smoke, dust, noise, heat, agricultural waste, particulates and similar substances and nuisances (collectively, the "by-products"). The Licensee hereby assumes complete risk of and forever releases the Licensor from all claims for damages (including, but not limited to, consequential, special, exemplary and punitive damages) and nuisances occurring on the Property and arising out of any such activities or by-products, with the exception of any such claims resulting from the negligence or willful misconduct of the Licensor. Without limiting the generality of the foregoing, and except for any claims resulting from the negligence or willful misconduct of the Licensor, the Licensee hereby, with full knowledge of its rights, forever: (a) waives any right to require the Licensor, and releases the Licensor from any obligation, to take any action to correct, modify, alter, eliminate or abate any such activities or by-products, and (b) waives any right to file any suit or claim against the Licensor for injunction or abatement of nuisances arising from such by-products.

Section 8. Assumption of Risk by Licensee. Without in any way limiting the provisions of the preceding Section 7, Licensor shall not be liable to Licensee for any damage to Licensee's property occasioned by fire, water, gas, explosion, electricity, steam, sewerage, wiring,

deluge, rain, wind, storms, earthquakes, hurricanes, acts of a public enemy, war, rebellion, sabotage, transportation embargoes, failures or delays in transportation, epidemics, quarantine restrictions, water shortages, drought or other weather conditions, pestilence, disease, acts of God, acts, rules, regulations, orders or directives of any Governmental Authority or the order of any court of competent jurisdiction, bursting, leaking or overflow of water, gas, sprinkler or any pipes, plumbing or apparatus, or running of any tank, washstand, waste or other pipes in or about the Property nor by reason of any ceiling leak, nor for any damage to Licensee's property occasioned by water coming into the Property from any source whatsoever, nor any existing or future condition, defect, mater, or thing in the Property, nor from any damage to Licensee's property arising from any acts or neglect of any other party or any adverse environmental condition, unless any such damage results from the negligence or willful misconduct of Licensor. All property of Licensee and all equipment, supplies, merchandise and other property, by whomsoever owned, which is kept or stored on the Property shall be so kept or stored at the risk of Licensee only, and Licensee shall hold Licensor harmless from any claims arising out of theft, loss or damage to the same, including subrogation claims by Licensee's insurance carriers. Licensee acknowledges that Licensee's activities upon the Property may have an effect on properties other than the Property. Licensee covenants that Licensee will exercise care so as not to create effects outside the Property. Licensee further covenants that should Licensee create such effects, Licensee will mitigate or otherwise deal with them, including defending Licensor from any claims for damage from such alleged effects.

Section 9. Construction of Improvements.

9.1 General Provisions. Licensee will not construct or place any solar array, building or structure, or other improvements of any kind on the Property, nor change the grading or drainage thereof, except under the supervision of a Hawaii licensed architect or engineer and in accordance with complete plans, specifications and detailed plot plans thereof prepared by such an architect or engineer and first approved in writing by Licensor, which shall not be unreasonably withheld. No such approval by Licensor shall be deemed a warranty or other representation on Licensor's part that such plans, specifications or detailed plot plans or the building or buildings or other improvements therein described are legal, safe or sound. No construction or other work shall commence until all necessary Permits from Governmental Authority are obtained, which shall be the sole obligation of Licensee to obtain.

9.2 Evidence of Financial Capacity. Licensee will not incur any single cost or expense (or any related or serial expenses) in excess of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), in respect of the Property, including, without limitation, contractors', materialmen's', architects' and engineers' charges, which, if unpaid, would give rise to a lien against the Property, or the estate of Licensee or Licensor therein, until Licensee has given to Licensor written evidence satisfactory to Licensor that Licensee has arranged financing for one hundred percent (100%) of such costs or expenses by a cash account, irrevocable letter of credit, loan from a recognized financial institution or other reasonably satisfactory evidence of readily available United States funds from a creditworthy person or entity of financial strength and substance reasonably satisfactory to Licensor.

9.3 Bonds. Licensee will, before commencing construction on any improvements on the Property costing more than One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), deposit with Licensor (1) evidence of the financial qualifications required by Subsection 9.2 above, (2) a fully executed copy of the construction contract(s) therefor and (3) either: (a) copies of the contractors' (or Licensee's, if it is acting as its own contractor) performance

bond and labor and material payment bond naming Licensor as obligee in an amount equal to the total estimated cost thereof and in form and with surety approved in writing by Licensor, guaranteeing the performance of the contract(s) and completion of such work free and clear of all mechanics' and materialmen's' liens by whomsoever claimed; or (b) a written guaranty of performance and payment of the construction contract(s) from a creditworthy person or entity of financial strength and substance, guaranteeing Licensor of the performance of the contract(s) and completion of such work free and clear of all mechanics' and materialmen's' liens by whomsoever claimed, with the guarantor and the form and content of the guaranty first approved in writing by Licensor, which approval may be granted, denied, withheld, delayed or conditioned in Licensor's sole discretion.

Section 10. Repairs and Maintenance. Except as otherwise provided herein, Licensee will at Licensee's own expense from time to time and at all times during the License Term well and substantially restore, repair, maintain, amend and keep all improvements now or hereafter built or made on the Property, in good and safe repair, order and condition, reasonable wear and tear and destruction by unavoidable casualty not herein required to be insured against excepted.

Section 11. Liens and Encumbrances. Subject to Section 17 hereof entitled "License Encumbrances," Licensee will not commit or suffer any act or neglect whereby the Property or the License interest of Licensee therein shall at any time during the License Term become subject to any attachment, judgment, lien, charge or encumbrance whatsoever, including mechanics' and materialmen's' liens and will indemnify, defend, save and hold Licensor harmless from and against all loss, cost and expense with respect thereto (including reasonable attorney's fees). If any lien for work, labor, services or materials done for or supplied to the Property regardless of who contracted therefor is filed against the Property, Licensee shall have sixty (60) days from the date of filing in which to cause such lien to be discharged of record or otherwise stayed to the reasonable satisfaction of Licensor by payment, deposit, bond or other reasonably satisfactory alternative approved in writing by Licensor. Licensee's obligations under this Section shall survive the termination of this License.

Section 12. Observance of Laws. Except as herein provided, the Licensee will not make or suffer any strip or waste, nor make or suffer to be made any unlawful, improper or offensive use of the Property or any part thereof, or improvements thereon, and will keep the Property, including the improvements thereon, in a strictly clean and sanitary condition, and will comply with all laws, ordinances, rules and regulations made by or by authority of the federal, state or any municipal or other local government, any board, division or agency thereof or other lawful authority, applicable to the Property or such improvements; and will not do or knowingly permit or suffer to be done on the Property anything whereby, or by reason whereof, the Property or any part thereof or interest therein may be forfeited, or the use thereof may be enjoined or prevented under any law, ordinance, regulation or rules, and will indemnify, hold harmless and defend Licensor against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance or the violation by the Licensee of any such law, ordinance, regulations or rule, or of this covenant.

Section 13. Attorney's Fees and Expenses. The Licensee will pay to the Licensor on demand all costs and expenses, including reasonable attorney's fees, incurred by the Licensor in enforcing any of the Licensee's covenants herein contained, in remedying any breach thereof, in recovering possession of the Property or any part thereof, in collecting any delinquent License fees, taxes or other charges hereunder payable by the Licensee, or in

connection with any litigation commenced by or against the Licensee to which the Licensor shall without fault be made a party. Similarly, the Licensor will pay to the Licensee on demand all costs and expenses, including reasonable attorney's fees, incurred by the Licensee in enforcing any of the Licensor's covenants herein contained, in remedying any breach thereof, or in connection with any litigation commenced by or against the Licensor to which the Licensee shall without fault be made a party.

Section 14. Inspection and Entry by Licensor. Upon reasonable advance notice, Licensee will permit Licensor and its authorized agents, representatives, contractors and employees, at all reasonable times during the License Term to enter the Property and examine the state of repair and condition thereof, and will repair and make good at Licensee's own expense all defects required by the provisions of this License to be repaired or maintained by Licensee of which written notice shall be given by Licensor or their authorized agents within thirty (30) days after the giving of such notice, or if such defect is not reasonably susceptible to repair within said thirty (30) day period, Licensee shall undertake to repair such defect within said thirty (30) day period and shall diligently and expeditiously proceed to complete the step or action necessary to repair the defect. If for any reason Licensee shall fail to commence and complete such repairs within the time period specified herein, Licensor may, but shall not be obligated to, make or cause to be made such repairs and shall not be responsible to Licensee or anyone claiming by, through or under Licensee for any loss or damage to the occupancy, business or property of any of them by reason thereof (except to the extent such loss or damage is the result of the negligence or willful misconduct of Licensor or Licensor's agents, representatives, contractors or employees in effecting any such repairs), and Licensee will pay to Licensor, within ten (10) days following written demand by Licensor and as additional rent, all costs and expenses reasonably paid or incurred by Licensor in connection with such repairs plus an administrative fee equal to five percent (5%) of the amount of such costs and expenses. If all such amounts are not paid by Licensee to Licensor when due, then the unpaid amount thereof shall bear interest at the rate provided herein from said due date until paid in full.

Section 15. Surrendering of the Property. On the last day of the License, referred to herein as the "Termination Date" (as may be extended by any Extension Term), Licensee agrees to peaceably and quietly leave, surrender and return the Property to Licensor. With the exception of fences, gates, roads and any other improvements (including, but not limited to, buildings, structures, footings, concrete pads, anchors, water wells, fences, fixtures, and other materials) which shall be in good and safe repair, order and condition, reasonable wear and tear, and which shall become owned by Licensor, Licensee, prior to the Termination Date, shall remove from the Property any and all other improvements and equipment and personal property installed by it.

Section 16. Holding Over. If Licensee, with the permission of the Licensor, remains in possession of the Property after the expiration of the License Term (as may be extended pursuant to any Extension Term), Licensee shall be deemed to occupy the Property only as a tenant from month-to-month, subject to all of the terms, covenants, conditions and provisions of this License, including the License Rent, which are not inconsistent with such a month-to-month occupancy; provided, however, that during any period when Licensee retains possession of the Property after termination of this License without the permission of the Licensor, Licensee shall be considered an occupant without right, and Licensee shall be liable for License Rent for each month or fraction thereof during such period at a rate three times the License Rent last payable hereunder.

Section 17. Condemnation. In the event that at any time during the License Term all or any significant portion of the Property shall be taken or condemned such that Licensee is no longer reasonably able to use the Property for the use provided for herein, or is threatened to be so taken or condemned, by any duly constituted authority exercising or threatening to exercise the right of eminent domain (hereinafter referred to in both cases as “condemnation”), then and in every such case this License shall terminate as of the date possession shall be taken and Licensee shall not by reason of such condemnation be entitled to any claim either against Licensor or others for compensation or indemnity and all compensation payable or to be paid by reason of any such condemnation shall be payable to and be the sole property of Licensor, and Licensee shall have no interest in or claim to such compensation or any part or parts thereof whatsoever; provided, however, that in the event any buildings or other improvements erected or made by Licensee shall be condemned and taken, then all compensation paid shall be apportioned as between the value of the Property and the value of the Project Improvements, and shall be payable to Licensor and Licensee, respectively. Upon request of either party to this License, the parties will join in a request to the court having jurisdiction over the matter to determine the allocation of the award between the Property and the Project Improvements.

Section 18. Default and Licensor Remedies.

18.1 Default. An event of default shall occur if:

(a) Licensee shall fail to pay the whole or any part of the License Rent or any other valid charge or amount payable under this License at the times and in the manner herein provided, regardless of notice or legal demand; or

(b) Licensee shall fail to observe or perform any other covenant or condition to be observed and performed by Licensee and any such default shall continue for thirty (30) days after written notice of such failure has been given to Licensee; provided, however, that if such default shall not be of such character as to be capable of cure within such period, Licensee shall not be in default hereunder if within such period Licensee commences cure and diligently continues to pursue such cure until it is completed; or

(c) Licensee shall vacate or abandon all or substantially all of the Property; or

(d) Licensee shall transfer this License or any interest in the License estate created by this License in violation of terms set forth herein or cause or permit a lien or encumbrance to attach to the Property and fail to have the lien, encumbrance, writ or order or process released, satisfied, bonded off or discharged as and within the time provided for in this License.

18.2 Licensor's Remedies upon Licensee's Default. Licensor, upon the occurrence of an event of default, but subject to the obligations concerning alternative dispute resolution contained in Section 15 of the License, shall have the following remedies:

(a) Licensor shall have the right, upon reasonable notice to Licensee, to institute an action for, and obtain, immediate appointment of a receiver, without bond, to take immediate possession of the Property, including all improvements and all personal property of Licensee on the Property, to conserve, hold and operate the Project in a

similar manner as that previously being conducted by Licensee, pending final determination of the action against Licensee; and

(b) Licensors may at once re-enter the Property in whole or in part, with or without termination of this License, and at Licensor's option expel and remove Licensee and those persons claiming under Licensee and their property from the Property, all without service of notice or resort to any legal process and without being deemed guilty of any trespass or becoming liable for any loss or damage which may be occasioned by entry and without prejudice to any other remedy or right of action which Licensor may have against Licensee for default. No act by Licensor allowed by this subsection shall terminate the License unless Licensor so notifies Licensee in writing; and

(c) Upon Licensor's resumption of possession for default, Licensor or any receiver may dispossess and remove all persons and their personal property from the Property, and such personal property may be stored in a public warehouse or elsewhere at the cost and for the account of Licensee. Licensor shall not be responsible for the care or safekeeping of any such property, and Licensee hereby waives any and all claims and causes of action for loss, destruction, damages or injury which may be occasioned in the exercise of any of the aforesaid rights; and

(d) Upon taking possession of the Property and without terminating this License, Licensor may make such alterations and repairs as may be necessary in order to relet the Property and may relet all or any part of the Property for any period of time, which may extend beyond the term of this License, and at such fees and charges and upon such other terms and conditions as Licensor in its sole discretion deems advisable. All fees and other amounts received by Licensor from such re-letting shall be applied first to the payment of Licensee's indebtedness for other than License Rent due from Licensee (including, without limitation, interest on all amounts owing); second to the payment of any costs and expenses of reletting and necessary alterations and repairs; third, to the payment of License Rent, and the residue, if any, shall be held by Licensor and applied in payment of future License Rent and other payments as they may become due and payable under the License. If the fees received from reletting during any month are less than the amounts required to be paid during that month by Licensee, Licensee shall pay the deficiency monthly upon demand of Licensor. Licensor reserves the right to bring as many actions for the recovery of any deficiencies which remain unpaid by Licensee as Licensor may deem advisable without being obligated to await the end of the term of this License for a final determination of Licensee's account. The commencement of one or more such actions by Licensor shall not bar Licensor from bringing other or subsequent actions for further accruals of deficiencies or damages pursuant to this Section; and

(e) At any time after Licensee's default, Licensor may terminate this License, with or without physical entry, by giving Licensee notice of termination on a specified date not earlier than four (4) business days after the delivery of such notice. Upon or after the date specified in the notice, Licensor may take possession of the Property, including all improvements thereon, and become wholly vested with all rights, title and interest of Licensee in this License and the Property. Notwithstanding termination of the License, Licensor may recover from Licensee all losses and damages which may have been incurred by Licensor as a result of any default of Licensee under this License, including: (i) delinquent License Rent and other charges; (ii) damages for loss of License Rent and other charges for any period after termination of the License that the Property remains unlicensed; (iii) all costs and expenses of recovering possession of the Property, reletting, alteration and repairs, all leasing fees and marketing

expenses and other appropriate and customary expenses of Licensor in connection with such reletting; (iv) court costs and reasonable attorney's fees relating to such License default; and (v) damages measured by the value at the time of termination of this License of the rental income stream and other charges reserved to Licensor under this License for the remainder of the term of this License; and

(f) Licensor, in addition to any other rights and remedies it has under this License and without waiving Licensee's default, may (but is not obligated to) perform or cause to be performed any covenants, conditions or agreements on behalf of Licensee at Licensee's sole cost and expense that Licensee has failed to perform. Licensor may enter onto the Property for such purpose and undertake such actions, as Licensor deems appropriate under the circumstances and with the facts known to Licensor at that time. Licensor shall have sole discretion in determining the manner and timing of Licensor's exercise of its rights under this Section and shall have no obligation to minimize the cost or legal exposure of Licensee or to minimize the inconvenience, business interruption or other impacts to Licensee resulting from Licensee's exercise of its rights under this Section 18. Upon Licensor's demand, Licensee shall promptly reimburse Licensor for any and all costs and expenses reasonably incurred by Licensor in connection with any cure by Licensor pursuant to this subparagraph (f), including all amounts paid by Licensor for consultants and experts, for materials and labor or services, for all losses incurred by Licensor, all with interest accrued as provided herein after the date of each expenditure until paid by Licensee. This reservation of a right by Licensor to make or perform any repairs, alterations or other work in, to or about the Property which, in the first instance, is Licensee's obligation pursuant to the License shall not be deemed to: (i) impose any obligation on Licensor to do so; or (ii) render Licensor liable to Licensee or any third person for the failure to do so; and

(g) Each and all of the remedies of Licensor under this License are cumulative and may be exercised concurrently or successively, and the exercise of one right or remedy by Licensor shall not impair or waive the Licensor's right to any other legal remedy it may be entitled to.

Section 19. Nonwaiver of Breach. Acceptance by the Licensor of the payment by Licensee of License Rent and other charges shall not be deemed to be a waiver by the Licensor of any breach by the Licensee of any term, covenant or condition of this Agreement, or of the Licensor's right to declare a default and enforce Licensor's remedies for such default. No consent or waiver, express or implied, by one party to this License or of any breach or default by the other party to this License (the "breaching party") in the performance by the breaching party of its obligations under this License shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the breaching party of any other obligations of the breaching party under this License. The failure by any party to insist upon strict performance of any of the terms, covenants and conditions of this License shall not be construed as a waiver or relinquishment for the future of any such terms, covenants, conditions, option or right, but the same shall be and remain in full force and effect.

Section 20. Notices. All notices, demands, requests and other communications including, but not limited to, notice by either party hereto to terminate this License (collectively, "Notice") required or otherwise given under this License shall be in writing and shall be (i) sent by certified or registered mail, return receipt requested, postage prepaid, addressed as set forth below or (ii) sent by facsimile transmission ("Fax") to the Fax number, if any, set forth below, with receipt confirmation. Delivery of any Notice shall be deemed to occur when the Fax is received,

as shown by the receipt confirmation, and three (3) business days after deposit of a mailing with the United States Postal Service. A party may change its address or Fax number for notice by delivering Notice in accordance with this section. The initial addresses and Fax numbers for the parties are as follows:

Licensor: Wai Koa Guava Plantation LLC

[REDACTED]

With a copy to:

Harvey L. Cohen, Esq.
P.O. Box 223755
Princeville, Kauai, Hawaii 96722
808.826.4226 (w)
808.826.4227 (f)
hcohenatty@aol.com (email)

Licensee: Kauai North Shore Community Foundation, Inc.

P.O. Box 223381
Princeville, Kauai, Hawaii 96722
808.240.2670, ext. 4 (w)
info@knsfc.org (email)

With a copy to:

Lorraine Mull

[REDACTED]

Section 21. Binding Effect. This License shall be binding upon and inure to the benefit of the Licensor and its respective personal representatives, heirs, devisees, successors, successors-in-trust and assigns. This License shall be binding upon and inure to the benefit of the Licensee and its respective successors and permitted assigns. Whenever the term "Licensee" shall refer to more than one person or entity, the covenants and agreements of the Licensee shall be jointly and severally binding upon each such person or entity.

Section 22. Governing Law. The validity, enforceability and interpretation of this License shall be determined in accordance with the laws of the State of Hawaii.

Section 23. Amendment or Modification. This License may not be altered, amended or modified except by a written instrument executed by all parties to this License.

Section 24. Survival of Representations. The representations and warranties of the parties hereto contained in this License shall survive the expiration, termination or cancellation of this License.

Section 25. Severability. If any term or provision of this License is determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the legality or validity of the remainder of this License, provided that the essential provisions of this License and the position of the parties hereto are not materially changed thereby.

Section 26. Counterpart Execution and Electronic Delivery. This License may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronically transmitted (i.e., portable document format, or "PDF") executed counterparts of this License shall be fully binding and effective for all purposes whether or not originally executed counterparts are delivered to the other parties. Facsimile or electronic signatures on a counterpart are to be treated the same as original signatures. For all purposes, duplicate unexecuted pages of each counterpart may be discarded, and the remaining pages assembled as one document.

Section 27. Force Majeure. A failure or delay in performance by either party shall not be a breach of this License and shall not be an event of default under this License if such failure or delay arises out of or results from an event of force majeure, including, without limitation, fire, flood, earthquake, hurricane, or other natural disasters, or acts of a public enemy, war, rebellion, sabotage, transportation embargoes, failures or delays in transportation, epidemic, quarantine restrictions, water shortages, drought or other weather conditions, pestilence, disease, normal agricultural risks associated with growing crops, acts of God, acts, rules, regulations, orders or directives of any Governmental Authority or the order of any court of competent jurisdiction; PROVIDED, HOWEVER, that the foregoing shall in no event be deemed or interpreted as a justification or excuse for the Licensee's failure to pay the License Rent or satisfy any other financial obligations set forth herein which would otherwise be the obligation of Licensee to pay or satisfy.

Section 28. Time of the Essence. Time is of the essence of this License and of the obligations of the Licensee hereunder.

Section 29. Equality of Parties; Neutral Construction of Terms. This License was negotiated at arm's length by Licensor and Licensee without coercion or distress, with both parties being of equal bargaining power. Licensee had full right and opportunity to evaluate the terms and conditions of this License and determine whether or not to enter into the License. Both Licensor and Licensee have been represented by legal counsel in the negotiation and drafting of this License and the terms and conditions contained herein are the product of negotiation between Licensor and Licensee. Therefore, Licensor and Licensee agree that neither of them shall be deemed or otherwise considered responsible for the drafting of the License and that, in the event of the construction hereof by a judge or arbitrator, neither the License nor any provision thereof shall be construed against Licensor or Licensee as the drafter thereof.

Section 30. Consent by Licensor. Except as expressly provided herein, Licensor shall have the right to grant, deny, withhold, delay or condition in its sole discretion any approval or consent of Licensor required by any provision hereof. If Licensor shall fail to so approve or disapprove any requested approval or consent within thirty (30) calendar days (or

within such other time period as shall be provided in this License or as Licensor and Licensee shall mutually in writing agree) after Licensor shall have received from Licensee all documents and information reasonably necessary for Licensor to determine such matter, such request and such consent shall be deemed to be denied.

Section 31. Entire Agreement. The License contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein and shall supersede any and all other prior agreements between the parties hereto with respect to the Property. No parties hereto shall be liable or bound to any other party in any manner by any agreement, warranty, representation or guarantee, except as specifically set forth herein.

Section 32. Effective Date. This License shall become effective and binding only when signed by all of the parties hereto; that date shall be the “Effective Date” under this License.

Section 33. Definitions. The terms “Licensor”, “Licensee”, “party” and “parties” when used in this License, or any pronouns used in their place, mean and include males or females, and one or more (or a combination of) real people, companies, corporations or other entities, and their and each of their respective officers, employees, authorized (i) agents, (ii) guests, and (iii) contractors, as well as their respective heirs, devisees, personal representatives, successors, successors in trust and assigns, according to the context thereof.

Section 34. Exhibits. The following exhibits attached to this License are incorporated into and made a part of this License:

- Exhibit “A”: Metes and Bounds Description of Wai Koa Plantation Property
- Exhibit “B”: Map and Metes and Bounds Description of Licensed Property
- Exhibit “C”: General Terms and Conditions of License Agreement
- Exhibit “D”: Encumbrances against title to Wai Koa Plantation Property

END OF GENERAL TERMS AND CONDITIONS OF LICENSE AGREEMENT

EXHIBIT "D"

EASEMENTS/ENCUMBRANCES

The Property is subject to the following easements, encumbrances, restrictions and conditions:

1. Mineral and water rights of any nature in favor of the State of Hawaii.

2. SETBACK (100 feet wide)

PURPOSE: Building and Drainage way
SHOWN: On File Plan No. 1934

3. SETBACK (150 feet wide)

PURPOSE: Building and Drainageway
SHOWN: On File Plan No. 1934

4. Easement "D-4"

For: Drainage
As shown on File Plan 1934

5. Easement "D-6"

For: Drainage
As shown on File Plan 1934

6. Easement "D-11"

For: Drainage
As shown on File Plan 1934

7. Easement "D-13"

For: Drainage
As shown on File Plan No. 1934

8. Easement "W-2"

For: Waterline
As shown on File Plan No. 1934

9. Easement "W-3"

For: Waterline
As shown on File Plan No. 1934

10. Agreement for: AGREEMENT TO INCORPORATE AGRICULTURAL RESTRICTIONS INTO INSTRUMENTS OF CONVEYANCE
Executed By: C. BREWER PROPERTIES, INC., a Hawaii corporation
and Between: THE COUNTY OF KAUAI PLANNING DEPARTMENT

On the terms, covenants and conditions contained therein,

Dated: September 30, 1988
Recorded: in the Bureau of Conveyances, State of Hawaii, in Liber 22452, Page 491

11. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument: RIGHT-OF-ENTRY
Granted To: CITIZENS UTILITIES COMPANY, whose interest is now held by KAUAI ISLAND UTILITY CO-OP
For: A right-of-entry for the purposes of building, constructing, repairing, maintaining and operating pole and wire lines, and/or underground lines, etc., for the transmission and distribution of electricity, etc.
Dated: February 1, 1989
Recorded: in the Bureau of Conveyances, State of Hawaii, in Liber 22958, Page 491

12. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument: GRANT
Granted To: BOARD OF WATER SUPPLY, COUNTY OF KAUAI
For: All right, title and interest of C. Brewer Properties, Inc., in and to the domestic potable water facilities within and associated with the Kilauea Agricultural Subdivision Number S-77-105-A and Tax Map Parcels (4) 5-2-17:26 and 27 and (4) 5-2-13:12
Dated: August 3, 1990
Recorded: in the Bureau of Conveyances, State of Hawaii, as Document No. 90-131635

13. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument: GRANT
Granted To: BOARD OF WATER SUPPLY OF THE COUNTY OF KAUAI
For: An easement over Easement "W-2"
Dated: June 14, 1990
Recorded: in the Bureau of Conveyances, State of Hawaii, as Document No. 90-131638

14. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument: GRANT OF EASEMENT
Granted To: KILAUEA IRRIGATION CO., INC.
For: An easement over Easement "W-3"
Dated: July 16, 1990
Recorded: in the Bureau of Conveyances, State of Hawaii, as Document No. 90-151405

The interest of KILAUEA IRRIGATION CO., INC., was assigned to KALIHAIWAI IRRIGATION COMPANY, a Hawaii non-profit corporation, by instrument dated as of September 30, 2005, recorded as Document No. 2005-206663.

15. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument: GRANT
Granted To: COUNTY OF KAUAI
For: An easement for drainage purposes over and across Easements "D-4", "D-6", "D-11" and "D-13"
Dated: January 14, 1990
Recorded: in the Bureau of Conveyances, State of Hawaii, as Document No. 91-048557

16. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument: RIGHT-OF-ENTRY
Granted To: CITIZENS UTILITIES COMPANY, whose interest is now held by KAUAI ISLAND UTILITY CO-OP
For: A right-of entry for the purpose of building, constructing, repairing, maintaining and operating pole and wire lines, and/or underground lines, etc., for the transmission and distribution of electricity
Dated: June 24, 1991
Recorded: in the Bureau of Conveyances, State of Hawaii, as Document No. 91-138222

17. Covenants, conditions, restrictions, reservations, agreements, obligations, easements and other provisions set forth in LIMITED WARRANTY DEED, dated June 9, 2000, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2000-079939, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or natural origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c) or Section 515-6, HRS.

The foregoing includes, but is not limited to, matters relating to reservation of easements and water rights, agricultural activities, including sugar cane burning, on nearby lands. QUITCLAIM DEED by and between C. BREWER AND COMPANY LIMITED, a Hawaii corporation, and KILAUEA IRRIGATION CO., INC., a Hawaii corporation, as grantor, and KALIHAIWAI IRRIGATION COMPANY, a Hawaii nonprofit corporation, as grantee, dated September 30, 2005, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2005-206662.

ASSIGNMENT OF EASEMENTS AND WATER RIGHTS by and between KILAUEA IRRIGATION CO, INC., a Hawaii corporation, as assignor, and KALIHIWAI IRRIGATION COMPANY, a Hawaii nonprofit corporation, as assignee, dated September 30, 2005, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2005-206663.

QUITCLAIM DEED made by KALIHIWAI IRRIGATION COMPANY, a Hawaii nonprofit corporation to PORTER IRRIGATION, LLC, a Delaware limited liability company recorded January 31, 2006 in the Bureau of Conveyances, State of Hawaii, as Document No. 2006-019808.

18. UNRECORDED LICENSE AGREEMENT

LICENSOR: KEAWAIHI LLC, a Hawaii limited liability company, for itself and as attorney-in-fact for Moanakai Ltd., a Hawaii corporation, pursuant to an unrecorded Consent and Authorization dated June 9, 2000
LICENSEE: KILAUEA AGRONOMICS, INC., a Hawaii corporation
DATED: June 9, 2000
TERM: Ten Years from June 9, 2000, through June 9, 2010, with a single ten-year renewal option

A Memorandum of which is recorded as Document No. 2000-079942.

As amended by that certain unrecorded First Amendment to License Agreement, undated, by and between Keawaihi LLC, as licensor, and Kilauea Agronomics, LLC, as licensee.

19. Condominium Map No. 3376, filed in the Bureau of Conveyances, State of Hawaii.

20. Matters in an instrument that, among other things, contain or provide for easements, assessments, liens and their subordination; provisions relating to partition, restrictions on severability of component interest, covenants, conditions and restrictions, provision that no violation thereof and no enforcement of any lien provided for therein shall defeat or render invalid the lien of a mortgage or deed of trust made in good faith and for value, but omitting any covenants or restrictions if any, based upon race color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Entitled: Declaration of Condominium Property Regime
Recorded: in the Bureau of Conveyances, State of Hawaii, as Document No. 2001-192384

Said Declaration was amended by instrument dated January 31, 2006, recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2006-019804.

The rights of the Developer in and to the foregoing Declaration was assigned to WAI KOA GUAVA PLANTATION LLC, a Delaware limited liability company by assignment recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2006-019809.

21. By-Laws of the Association of Apartment Owners of WAI KOA I, recorded December 10, 2001 in the Bureau of Conveyances, State of Hawaii, as Document No. 2001-192385.
22. Archaeological matters as disclosed in Archaeological Inventory Survey Report, prepared by Archaeological Consultants of the Pacific, Inc., dated March 2001, Addendum July 2001, including but not limited to any rights of access thereto or use and enjoyment thereof, by any parties entitled thereto, as disclosed in LIMITED WARRANTY APARTMENT DEED recorded January 31, 2006 in the Bureau of Conveyances, State of Hawaii, as Document No. 2006-019806.
23. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument: GRANT OF EASEMENT
 Granted To: MOANAKAI LTD., a Hawaii corporation
 For: A non-exclusive easement for pedestrian and vehicle access purposes over Easement A-1 more particularly described therein
 Dated: January 31, 2006
 Recorded: January 31, 2006 in the Bureau of Conveyances, State of Hawaii, as Document No. 2006-019813
24. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument: GRANT OF VIEW EASEMENT
 Granted To: MOANAKAI LTD., a Hawaii corporation
 For: A nonexclusive view corridor easement over Easement V-1, more particularly described therein
 Dated: January 31, 2006
 Recorded: January 31, 2006 in the Bureau of Conveyances, State of Hawaii, as Document No. 2006-019814
25. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument: GRANT OF EASEMENT
 Granted To: MOANAKAI LTD., a Hawaii corporation
 For: A non-exclusive easement for waterline purposes over Easement WM-1, more particularly described therein
 Dated: January 31, 2006
 Recorded: January 31, 2006 in the Bureau of Conveyances, State of Hawaii, as Document No. 2006-019815
26. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument: GRANT OF EASEMENT
 Granted To: MOANAKAI LTD., a Hawaii corporation
 For: A non-exclusive easement for stream and ditch system purposes over Easement OM-1, more particularly described therein

- Dated: January 31, 2006
Recorded: January 31, 2006 in the Bureau of Conveyances, State of Hawaii,
as Document No. 2006-019816
27. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Instrument: GRANT OF EASEMENT
Granted To: JOHN C. FERRY, SEQUOIA D. FERRY and MOANA H. FERRY
For: A non-exclusive easement for recreational purposes only, over Easement R-1, more particularly described therein
Dated: January 31, 2006
Recorded: January 31, 2006 in the Bureau of Conveyances, State of Hawaii,
as Document No. 2006-019817
28. Terms and provisions as contained in an instrument,
- Entitled: GRANT OF EASEMENT
Executed By: MOANAKAI LTD., a Hawaii corporation and WAI KOA GUAVA PLANTATION LLC, a Delaware limited liability company
Dated: January 31, 2006
Recorded: January 31, 2006 in the Bureau of Conveyances, State of Hawaii,
as Document No. 2006-019818
29. Terms and provisions as contained in an instrument,
- Entitled: GRANT OF EASEMENT
Executed By: MOANAKAI LTD., a Hawaii corporation and WAI KOA GUAVA PLANTATION LLC, a Delaware limited liability company
Dated: January 31, 2006
Recorded: January 31, 2006 in the Bureau of Conveyances, State of Hawaii,
as Document No. 2006-019819
30. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Instrument: GRANT OF EASEMENT
Granted To: HAWAIIAN TELCOM, INC., a Hawaii corporation
For: Utility purposes over and across Easements T-1 and T-2, more particularly described therein
Dated: July 30, 2008
Recorded: August 28, 2008 in the Bureau of Conveyances, State of Hawaii,
as Document No. 2008-136857
31. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following
- Instrument: GRANT OF EASEMENT
Granted To: KAUAI ISLAND UTILITY COOPERATIVE, a cooperative association formed pursuant to the provision of Chapter 421C of the Hawaii Revised Statutes

For: Electrical and utility purposes over and across Easements E-2 and E-5, more particularly described therein
Dated: March 13, 2008
Recorded: January 22, 2009 in the Bureau of Conveyances, State of Hawaii, as Document No. 2009-008301

32. An easement affecting that portion of said land and for the purposes stated herein and incidental purposes as provided in the following

Instrument: GRANT OF EASEMENT
Granted To: KAUAI ISLAND UTILITY COOPERATIVE, a cooperative association formed pursuant to the provision of Chapter 421C of the Hawaii Revised Statutes
For: Electrical and utility purposes over and across Easement E-1, more particularly described therein
Dated: July 19, 2010
Recorded: August 27, 2010 in the Bureau of Conveyances, State of Hawaii, as Document No. 2010-125892

END OF EXHIBIT "D"

EXHIBIT "E"

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION OF LICENSE

THIS ASSIGNMENT AND ASSUMPTION OF LICENSE ("Assignment"), is entered into as of this ____ day of _____, ____ (the "Effective Date"), by and between [_____] ("Assignor") and [_____] ("Assignee") in connection with that certain real property situated in Kalihiwai and Kilauea, Hanalei, Kauai, Hawaii, being more particularly described on Exhibit A attached hereto (the "Property").

WHEREAS, Assignor is presently the holder of the licensee's interest under that certain License Agreement dated _____, 2019 (the "License") which affects the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in, to and under the License, including, without limitation, all of Assignor's right, title and interest in and to any payments or deposits made by Assignor under the License.

2. Assumption. Assignee hereby assumes and agrees to pay all sums, and perform, fulfill and comply with all covenants and obligations, which are to be paid, performed, fulfilled and complied with by the lessee under the License, from and after the Effective Date.

3. Use Restriction. Assignee hereby agrees to operate the Property as a public charter school, as more particularly described in the License (the "Use Restriction").

4. Remedy. In the event the Property, or any portion thereof, is used in violation of the Use Restriction, then all of Assignee's right, title and interest in, to and under the License shall automatically terminate and revert to Assignor, or the then-successor or assignee of Assignor, without the necessity for execution or recordation of any instrument with respect thereto, and at no cost to Assignor.

5. Assignee's Indemnification of Assignor. Assignee shall and does hereby indemnify Assignor against, and agrees to defend and hold Assignor harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, arising as a result of any act, omission or obligation of Assignee arising or accruing with respect to the License after the Effective Date.

6. Assignor's Indemnification of Assignee. Assignor shall and does hereby indemnify Assignee against, and agrees to defend and hold Assignee harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including but not limited to reasonable attorneys' fees, arising as a result of any act, omission or obligation of Assignor arising or accruing with respect to the License prior to the Effective Date.

7. Further Assurances. Promptly upon request, Assignor or Assignee shall execute and deliver to the other any additional instrument or other document reasonably requested to evidence the assignment of the License hereunder or the reversion of the License in accordance with Section 4 hereof.

8. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

9. Counterparts. The parties agree that this Assignment may be executed by the parties in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

[_____],
a [_____]

By: _____
Name: _____
Title: _____

ASSIGNEE:

[_____],
a [_____]

By: _____
Name: _____
Title: _____

Exhibit A

Legal Description of Property

[8-acre legal description]

END OF EXHIBIT "E"

Attachment AA – Statement of Assurances

Please see the Statement of Assurances (Exhibit 4) below, initialed and signed by the Namahana School Governing Board Chair, Melanie Parker.

Statement of Assurances

Please print this form, and initial each item in the box provided. The form must be SIGNED by an authorized representative of the Applicant Governing Board.

The Applicant Governing Board agrees to comply with all of the following provisions, specifically, if approved the governing board and school:

- will operate in compliance with all applicable state and federal laws, including, but not limited to, HRS Chapter 302D;
- will operate as a public, nonsectarian, non-religious public school with control of instruction vested in the governing board of the school under the general supervision of the Commission and in compliance with the Charter Contract and HRS Chapter 302D;
- will operate in accordance with and comply with all of the requirements of Master Collective Bargaining Agreements, pursuant to HRS Chapter 89, and negotiate any supplemental agreements necessary;
- will, for the life of the Charter Contract, participate in all data reporting and evaluation activities as requested by the U.S. Department of Education and the Hawaii Department of Education, including participation in any federal or state funded charter school evaluations or studies, final grant report documentation, and financial statements;
- will provide special education services for students as provided in Title 49, Chapter 10, and Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and Part B of the Individuals with Disabilities Education Act;
- will ensure that a student's records and, if applicable, a student's individualized education program, as defined in Section 602(11) of the Individuals with Disabilities Act, will follow the student, in accordance with applicable law (P.L. 107-110, section 5208);
- will comply with all provisions of Every Student Succeeds Act, including, but not limited to, provisions on school prayer, the Boy Scouts of America Equal Access Act, the Armed Forces Recruiter Access to Students and Student Recruiting Information, the Unsafe School Choice Option, the Family Educational Rights and Privacy Act, and assessments [P.L. 107-110];
- will follow all federal and state laws and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, national origin, religion, ancestry, or need for special education services, including, but not limited to, the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Part B of the Individuals with Disabilities Education Act;
- will adhere to all provisions of federal law relating to students who are limited English proficient, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974, that are applicable to it;

Attachment AA

- will ensure equitable program participation, as required under Section 427 of the General Education Provision Act;
- will follow any federal and state court orders in place in the local school district;
- will comply with federal and state applicable health and safety standards;

- will permit the Commission to audit, review, and inspect the operator's activities, books, documents, papers, and other records;
- will comply with all federal and state audit requirements and ensure that arrangements have been made to finance those mandatory audits;
 - (1) will employ individuals to teach who hold a license to teach in a public school in Hawaii or meet the minimum requirements for licensure as defined by the State Board of Education;
- will operate on a July 1 to June 30 fiscal year and will adopt and operate under an annual budget for such fiscal year;
- will maintain its accounts and records in accordance with generally accepted accounting principles;
- will prepare and publish an annual financial report that encompasses all funds and includes the audited financial statements of the charter school; and
- will read, understand, and agree to comply with all parts of the Charter Contract, including, but not limited to, the performance standards and requirements established by the Charter Contract and attached performance framework.

Certification

Name of Proposed School: Namahana School

Name of Authorized Representative: Melanie Parker

I, the undersigned, do hereby agree to the assurances contained above.



Signature of Authorized Representative

2/2/2022

Date

Attachment BB – Final Review Checklist

Please see the Final Review Checklist (Exhibit 5) below, initialed by the Namahana School Governing Board Chair, Melanie Parker.

[Attachment BB]

Final Review Checklist

Initial each item to indicate that it has been completed.

- MP** | A copy of the application and all of its attachments has been saved for your records.
- MP** | All required attachments have been submitted.
- MP** | The application adheres to all applicable page and word limits.
- MP** | All elements of the application have been converted to proper format for submission.
- MP** | Application does not contain handwritten parts (other than signatures).
- MP** | Every page of the narrative proposal is properly labeled with a page number and name of the proposed school in the footer.