

**COUNCIL OF THE COUNTY OF MAUI**  
**ECONOMIC DEVELOPMENT, ENERGY,  
AGRICULTURE, AND RECREATION  
COMMITTEE**

September 16, 2016

**Committee  
Report No. \_\_\_\_\_**

Honorable Chair and Members  
of the County Council  
County of Maui  
Wailuku, Maui, Hawaii

Chair and Members:

Your Economic Development, Energy, Agriculture, and Recreation Committee, having met on August 2, 2016 and August 16, 2016, makes reference to the following:

1. County Communication 16-102, from the Economic Development Director, transmitting a proposed resolution entitled "AUTHORIZING A GRANT OF A LEASE OF COUNTY REAL PROPERTY TO TEACH DEVELOPMENT LLC."

The purpose of the proposed resolution is to allow the Mayor, the Director of Finance, or their authorized representatives to enter into a lease of 22.158 acres of County real property identified for real property tax purposes as tax map key (2) 2-5-004:014 to Teach Development LLC for the repurposing of the Old Maui High School Campus.

2. County Communication 16-103, from the Economic Development Director, transmitting a proposed resolution entitled "AUTHORIZING THE GRANT OF A LEASE OF COUNTY REAL PROPERTY CONSISTING OF TAX MAP KEY NUMBERS (2) 2-5-004:014 AND (2) 2-5-004:053, TO TEACH DEVELOPMENT, LLC, PURSUANT TO CHAPTERS 3.36. AND 3.40, MAUI COUNTY CODE."

The purpose of the proposed resolution is to allow the Mayor, the Director of Finance, or their authorized representatives to enter into two leases of a total of 23.538 acres of County real property identified for real property tax purposes as tax map

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keys (2) 2-5-004:014 and (2) 2-5-004:053 to Teach Development LLC, for the repurposing of the Old Maui High School Campus.

Your Committee is in receipt of correspondence dated July 20, 2016, from the Economic Development Director, transmitting a revised proposed resolution, entitled "AUTHORIZING THE GRANT OF A LEASE OF COUNTY REAL PROPERTY CONSISTING OF TAX MAP KEY NUMBERS (2) 2-5-004:014 AND (2) 2-5-004:053, TO TEACH DEVELOPMENT, LLC, PURSUANT TO CHAPTERS 3.36. AND 3.40, MAUI COUNTY CODE," and two attached proposed leases of a total of 23.538 acres identified for real property tax purposes as tax map keys (2) 2-5-004:014 and (2) 2-5-004:053 to Teach Development LLC.

The revised proposed resolution is to allow the County to enter into two leases to Teach Development LLC for the Old Maui High School Campus for \$1 per year in total for both parcels for a term of 60 years. The facility will be used for innovative social, economic, and environmental benefit to Maui.

Your Committee notes Section 3.40.040, Maui County Code, provides the Council by resolution may authorize the leasing, renting or letting of property for a period in excess of five years, when such longer period is deemed necessary and in the public interest and the lessee is required to expend the sum of \$25,000 or more for capital improvements.

Your Committee notes pursuant to Section 3.40.200, Maui County Code, a lease of real property at a charge below fair-market value shall be considered a grant of public property and shall be submitted to the Council as an application for grant award and considered by the Council pursuant to Chapter 3.36, Maui County Code. Section 3.36 allows the Council by resolution to authorize the grant of a lease of real property at less than fair market value.

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Your Committee further notes the 24-acre Old Maui High School in Paia opened in 1913 and closed in 1972, when a new high school opened in Kahului. The mission-style administration building and classroom were designed by noted Hawaii architect Charles W. Dickey. Although the campus is listed on the Hawaii Register of Historic Places, the property has been sitting vacant since its closure, without substantial upkeep.

Representatives of Friends of Old Maui High School informed your Committee that in 2005 nonprofit organizations held community meetings to discuss revitalization of the Hamakuapoko area, performed studies on the condition and challenges of the campus, and started working to clean up and restore the campus. The studies concluded there was a lack of potable water, fire protection, and a sewer system.

The Economic Development Director informed your Committee the Friends of Old Maui High School has provided caretaking for the property for the last decade with grants from the County of \$65,000 to \$100,000 per year. However, the group informed the Department it could no longer take care of the property because the costs of infrastructure and other necessary improvements are too high.

Your Committee recognized the Friends of Old Maui High School has been actively involved in the preservation and history of the property for many years, and expressed its gratitude for the group's dedication and efforts.

The Director said the Mayor's office issued a request for proposals on September 1, 2014, seeking interest from groups interested in leasing the campus for 20-plus years to use and repurpose the campus consistent with Governor Neil Abercrombie's Executive Order 4343 (2010). By that Executive Order, the State set aside the campus to the County for social services, education, agriculture, and related purposes.

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The Director said the Department received three proposals from groups interested in leasing the campus. The Mayor recommended the proposal of Teach Development LLC based on the organization's qualifications, including financial backing and relevant expertise. The proposal, transmitted to your Committee by the Director's correspondence dated July 20, 2016, is incorporated as an exhibit to the proposed leases.

Your Committee notes the proposal involves the County's grant of two leases of real property of a total of 23.538 acres to Teach Development for \$1 per year in total for both parcels for a term of 60 years, for use as a facility of innovative social, economic, and environmental benefit to Maui. In response to your Committee's questions, a Deputy Corporation Counsel explained separate leases are needed because the 1.38-acre parcel is owned by the County and the 22.158-acre parcel is owned by the State.

Your Committee received a presentation from representatives of Teach Development describing the proposal. A representative said the organization would repurpose and build facilities of approximately 200,000 square feet. The facilities would include a community cultural gathering place; a conference center; retreat and campus housing; an educational center providing applied training for green jobs, tech jobs, and regenerative work; a co-working space; and an incubation laboratory for businesses.

Upon inquiry by your Committee, a representative of Teach Development stated the project would be completed in two phases. The first phase of six months will encompass studies, reports, community engagement, and initial planning; and the second phase of 12-18 months will include design, architecture, engineering, master planning, initial use of existing facilities, initial infrastructure, and initial environmental remediation. A representative noted the organization can unilaterally terminate the leases within the first six months if the condition of the property does not meet its criteria for development.



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A Teach Development representative stated the project is expected to be fully operational in five years. The Economic Development Director stated the Department would monitor the project and report to the Council as requested. Your Committee decided to revise the proposal to require Teach Development to provide an annual written report to the Council.

A Teach Development representative stated the group intends to invest \$56 million in improvements, using self-financing and private equity. The representative stated the group would not seek County funding and, at the end of the lease term, the County would own the property and improvements. However, the group indicated its financial calculations were based on a lease provision setting forth a five-year abatement of any obligation of the developer to pay ad valorem property taxes, special taxes, or assessment on the property. The Economic Development Director told your Committee the property currently is not taxed, but the County has paid considerable sums to maintain it. Given the cost of developing the project, she opined it is worth foregoing five years of property tax.

At the request of your Committee, the Director transmitted a Summary of Major Lease Obligations Relating to the Lease of the Old Maui High School to Teach Development, enumerating the major expectations and obligations of each party.

A Teach Development representative stated there is no obligation for the County to provide water and the developer anticipates the need to drill a well.

The Director said the lease for the 22.158-acre interim-zoned parcel has been sent to the State Board of Land and Natural Resources for approval, and the Department has obtained preliminary approval confirming that the uses in Teach Development's proposal are consistent with the Executive Order.

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A Deputy Corporation Counsel stated the applicable Executive Order and Section 171-11, Hawaii Revised Statutes, authorize the County to grant a right-of-entry to Teach Development prior to the approval of a lease by the State. Upon request by your Committee, a Deputy Corporation Counsel confirmed the State has indicated agreement that the County is authorized to issue a right-of-entry to the developer for due diligence purposes.

Upon inquiry by your Committee as to zoning designations of the property and the possible need for reclassification, the Planning Director informed your Committee the property is entirely within the State Agricultural District; both parcels are zoned Interim; and a portion is designated Public/Quasi-Public and Single Family by the Paia-Haiku Community Plan and is within the Rural Growth Boundaries of the Maui Island Plan, while another portion is designated Public/Quasi-Public by the Paia-Haiku Community Plan and is within the Rural Growth Boundaries of the Maui Island Plan.

The Planning Director further stated a State Land Use District Boundary Amendment can be obtained for a portion of a parcel which does not have to apply to the entirety of the parcel. Therefore, a 14-acre portion of the property, for example, can be the subject of a district boundary amendment, leaving the balance of the parcel in its existing district. District boundary amendments of 15 acres or less can be processed at the County level, through the planning commissions and the Council, pursuant to Section 205-3.1, Hawaii Revised Statutes, and Chapter 19.68, Maui County Code.

The Planning Director also indicated that, while the Department has made no assurances regarding expediting entitlements, licenses, permits, or other County processes, the proposal appears to have broad community support and has been the subject of a variety of meetings, suggesting the entitlement process would be relatively straight-forward.

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The Planning Director opined the proposed use would require several land use entitlements, triggering an environmental review pursuant to Chapter 343, Hawaii Revised Statutes, because it involves the use of State land and funds. He stated the Maui Planning Commission would be the accepting authority.

Your Committee notes the proposed leases require the County to construct and maintain paved, public roads to the property. Your Committee discussed the condition of access public roads to the project delineated in the lease.

In response to your Committee's questions, the Deputy Director of Public Works stated the indicated portion of Holomua Road is maintained by County staff several times per year to make it passable by motorists; the section from the Old Maui High School to Hana Highway is paved and in fair condition; and the section from the Old Maui High School to Baldwin Avenue requires resurfacing. The Deputy Director estimated the materials cost for the resurfacing would be approximately \$211,000 for 1.5 inch asphalt for the two miles of that section. She added the estimate does not include the cost of other improvements, such as improvements in drainage or sight distance, which may be required.

Your Committee decided to revise the lease to delete language stating the County commits to any upgrading, improving, paving, and maintaining specified roads; and clarify language in the lease describing the County's commitment to pave, repair, and maintain Holomua Road subject to appropriation only.

Your Committee expressed support for the project, but requested the Department of the Corporation Counsel provide responses to the following questions when this matter is considered by the Council:

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1. Is Teach Development willing to modify the agreements to remove the five-year tax abatement provided the tax monies go back into the project in some fashion, e.g. access road construction or maintenance?
2. Is an ordinance necessary to permit the County to provide the tax abatement?
3. Must the Mayor await State approval before executing the lease agreements?

Your Committee voted 6-1 to recommend adoption of the revised proposed resolution and filing of the communication. Committee Chair Guzman, and members Couch, Crivello, Hokama, Victorino, and White voted “aye.” Vice-Chair Cochran voted “no.”

Your Committee is in receipt of a further revised proposed resolution, approved as to form and legality by the Department of the Corporation Counsel, incorporating your Committee’s recommended revisions and nonsubstantive revisions.

Your Economic Development, Energy, Agriculture, and Recreation Committee RECOMMENDS the following:

1. That Resolution \_\_\_\_\_, as revised herein and attached hereto, entitled “AUTHORIZING THE GRANT OF A LEASE OF COUNTY REAL PROPERTY CONSISTING OF TAX MAP KEY NUMBERS (2) 2-5-004:014 AND (2) 2-5-004:053, TO TEACH DEVELOPMENT LLC, PURSUANT TO CHAPTERS 3.36 AND 3.40, MAUI COUNTY CODE,” be ADOPTED;
2. That County Communication 16-102 be FILED; and
3. That County Communication 16-103 be FILED.

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This report is submitted in accordance with Rule 8 of the Rules of the Council.

  
\_\_\_\_\_  
DON S. GUZMAN, Chair

ear:cr:16063aa:scb

# Resolution

No. \_\_\_\_\_

AUTHORIZING THE GRANT OF A LEASE OF COUNTY REAL PROPERTY  
CONSISTING OF TAX MAP KEY NUMBERS (2) 2-5-004:014 AND  
(2) 2-5-004:053, TO TEACH DEVELOPMENT LLC, PURSUANT TO  
CHAPTERS 3.36 AND 3.40, MAUI COUNTY CODE

WHEREAS, TEACH DEVELOPMENT LLC, is a Hawaii limited liability company, which proposes to use real property owned or in the custody and control of the County of Maui to develop and repurpose the Old Maui High School campus through a lease of the property identified as Tax Map Key number (2) 2-5-004:014, an area of approximately 22.158 acres, and Tax Map Key number (2) 2-5-004:053, an area of approximately 1.38 acres, hereinafter collectively referred to as the "Premises"; and

WHEREAS, two proposed Leases of Real Property ("Leases") are attached hereto and made a part hereof, specifically, Exhibit "A", pertaining to Tax Map Key number (2) 2-5-004:014, and Exhibit "B", pertaining to Tax Map Key number (2) 2-5-004:053; and

WHEREAS, the annual fair market rental value of the property is \$212,472.00 for the lease in Exhibit "A", and \$18,360.00 for the lease in Exhibit "B", as determined by the Director of Finance's memorandum

dated April 29, 2016, attached hereto and by reference made a part hereof as Exhibit "C"; and

WHEREAS, in accordance with Section 3.40.040, Maui County Code, the term of any contract to lease property of the County shall not exceed five years; provided that the Council of the County of Maui may approve a lease of property for a term exceeding five years, when such longer period is deemed necessary and in the public interest, and the Lessee is required to expend the sum of twenty-five thousand dollars or more for capital improvements; and

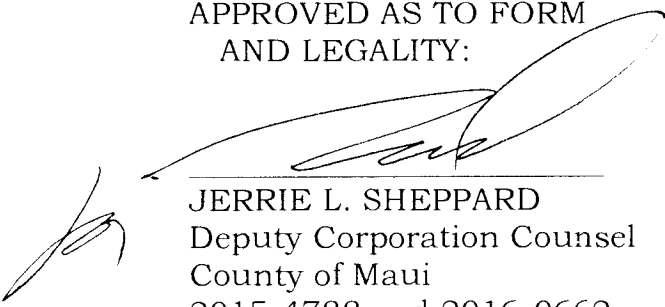
WHEREAS, in accordance with Section 3.40.200, Maui County Code, a lease of real property at a charge below fair market value shall be considered a grant of public property; now, therefore,

BE IT RESOLVED by the Council of the County of Maui:

1. That pursuant to Maui County Code Section 3.44.015(D), the Lease, is hereby authorized; and
2. That the Mayor and the Director of Finance or their authorized representatives may execute the Lease; and

3. That certified copies of this Resolution be transmitted to the Mayor, the Director of Finance, the Director of the Office of Economic Development, and to Teach Development LLC.

APPROVED AS TO FORM  
AND LEGALITY:



JERRIE L. SHEPPARD  
Deputy Corporation Counsel  
County of Maui  
2015-4788 and 2016-0662



LAND COURT SYSTEM

REGULAR SYSTEM

Return by: ☐ Mail ☐ Pick Up

Department of Parks and Recreation  
County of Maui  
200 South High Street  
Wailuku, Hawaii 96793

Total Number of Pages:

Affects TMK: (2) 2-5-004:014

**LEASE**

THIS INDENTURE OF LEASE (this "Lease") is entered into this \_\_\_\_ day of \_\_\_\_\_,  
2016 (the "Lease Effective Date"), by and between the **COUNTY OF MAUI**, a political subdivision

1

TEACH DEVELOPMENT LLC  
TMK (2) 2-5-004:014

**EXHIBIT " A "**

of the State of Hawaii, whose address is 200 South High Street, Wailuku, Maui, Hawaii 96793, (hereinafter referred to as the "Lessor"), and **TEACH DEVELOPMENT LLC**, a Hawaii limited liability company, whose mailing address is 745 Fort Street Mall, Suite 316, Honolulu, Hawaii 96813, hereinafter referred to as the "Lessee" and collectively referred to as the "Parties";

W I T N E S S E T H :

WHEREAS, the State of Hawaii is the owner of that certain parcel of land identified as Tax Map Key No. (2) 2-5-004:014, commonly known as the Old Maui High School Campus, situated at Hamakuapoko, Makawao, Maui, Hawaii, under the control and custody of Lessor pursuant to those certain Executive Order Nos. 4117 and 4343, attached hereto and made a part hereof as Exhibits "1" and "2" respectively (hereinafter called the "Premises"); and

WHEREAS, the Lessor desires to award this Lease to Lessee so that Lessee may develop and perform pursuant to its response to Lessor's Request for Proposal (RFP) No. 14-15/P-15, attached hereto and made a part hereof as Exhibit "3";

NOW, THEREFORE,

Lessor, for and in consideration of Lessee's covenants and agreements set forth herein, does hereby lease the Premises to Lessee and Lessee hereby accepts said lease on the terms and conditions set forth below:

A. Premises. The Premises shall comprise the area known as the "Old Maui High School Campus" and all improvements thereon situated at Hamakuapoko, Makawao, Maui, Hawaii, and identified as Tax Map Key No. (2) 2-5-004:014, set aside by Governor's Executive Order Nos. 4117 and 4343, containing an area of approximately 22.158 acres, more particularly described and shown on Exhibits "1" and "2" respectively, hereinafter called the "Premises". Any

and all references to Premises shall include the leasehold interest in foregoing real property, ownership of any improvements located thereon and any appurtenant rights thereof.

B. Rent. Lessor reserving and the Lessee yielding and paying to the Lessor a rental of ONE DOLLAR (\$1.00) per annum, payable to the County of Maui, Department of Finance, at Lessor's address designated herein or as otherwise designated in writing by Lessor to Lessee, payable in advance for the full Term upon execution of this Lease.

C. Term. The "Lease Effective Date" is the date this lease was entered by all parties as set forth on page 1. The term of this Lease shall commence upon the Lease Effective Date and shall continue for sixty (60) years thereafter (the "Term") unless sooner terminated as provided herein. Upon the Lease Effective Date, a 180 day period ("Due Diligence Period"), shall commence, during which Lessee, its agents and consultants, shall be permitted to conduct any and all initial studies, reports, surveys, inspection and testing of the Premises and any improvement located thereon. Lessee shall have the right during such Due Diligence Period to unilaterally terminate the Lease if the condition of the Premises does not meet the criteria of Lessee, in its sole and absolute discretion. The "Lease Commencement Date" shall begin upon expiration of the Due Diligence Period, if not otherwise terminated, and the Term of this Lease shall run for 60 years from the Lease Effective Date.

D. Use of Premises. Upon the Lease Commencement Date, Lessee shall have exclusive use and possession of the Premises during the Term of the Lease. Lessee shall be permitted and entitled to use, develop, operate, market and engage in business on the Premises and to construct, rehabilitate, demolish and/or repurpose infrastructure, buildings, facilities and structures on the Premises for the purposes, uses and activities set forth as follows:

- 1) Agriculture and permaculture farming, including farms, gardens, edible landscaping, hydroponic growing, hanging gardens, roof-top gardens and integrated systems infrastructure.
- 2) Showcase of regenerative society, local living economy and living technologies which integrate technology, science, engineering, design with natural environment to optimize natural resources. Integration of systems of water, food and agriculture, energy, waste, wastewater and built environment, including agriculture growing technologies, clean energy generation, water catchment, water purification and grey-black water recycling, waste to energy, biofuels, storage solutions and edible landscaping.
- 3) Preservation and integration of Hawaiian Culture and Ancient Earth Wisdom through education, programs, ceremonies and events.
- 4) Wellness and Personal Development including facilities for promotion of health, wellness, stress relief and exercise.
- 5) Social entrepreneurship incubation center including co-working space, labs, mentoring and financing events.
- 6) Events and gatherings including conferences, festivals (e.g., art, music, film, fashion, food and beverages including coffee, wine & beer, community and other cultural themes), think tanks, cultural gatherings, workshops, retreats and concerts, including a natural amphitheater and a conference center.
- 7) Innovation labs for inventors, technologists and scientists along with a precision machine shop for makers.

- 8) Education, training and certification programs including, but not limited to, green jobs, clean energy and fuels, permaculture, whole systems and integrative planning and design, biomaterials, regenerative land development, personal growth, optimal wellness, interpersonal development, leadership and community engagement.
- 9) Campus and educational retreat housing (shared and individual) to accommodate approximately 250 students/volunteers and education/workshop/retreat accommodations for approximately 300 attendees.
- 10) Commercial kitchen, restaurant and community dining hall with sufficient capacity to feed students, staff, guests and attendees.
- 11) Youth education, camps, day care and events.
- 12) Patsy T. Mink Reception Center and Old Maui High School Museum.
- 13) Job training program that will create a path for appropriately skilled and motivated disadvantaged persons, including homeless and veterans, to gain employment on the Premises, related to the Premises and/or in society.
- 14) An event or series of events to bring subject matter experts, practitioners and best practices from the State of Hawaii, the United States and around the world to address systemic social, environmental and economic challenges including homelessness, poverty, hunger, climate change, social injustice, toxicity, pollution, ecosystemic health, public health and innovative solutions for addressing these challenges.

The use of the Premises for any other purpose except as set forth above, including other purposes envisioned in Exhibit "4", shall require the prior written approval of Lessor's Designated Agent, which approval shall not be unreasonably withheld and shall be provided in a reasonable time. The above uses are consistent with the Executive Order set-aside per Department of Land and Natural Resources letter dated November 2, 2015, attached hereto and incorporated herein by this reference as Exhibit "5".

E. Designated Agents. Any written notice required to be given by a party to this Lease shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier.

Notice to the County shall be sent to Lessor's Designated Agent:

Director, Office of Economic Development (or assigned successor)  
County of Maui  
200 South High Street  
Wailuku, Maui, Hawaii 96793

Notice to TEACH Development LLC shall be sent to Lessee's Designated Agent:

Jason A. Hobson, Chief Development Officer  
TEACH Development LLC  
742 Hana Highway  
Paia, Maui, Hawaii 96779

Any change to the above Designated Agents shall be sent by written notice to the other Party's Designated Agent within 30 days. Lessee is responsible for notifying the County in writing of any change of address.

F. Improvements to the Premises. It is understood and acknowledged that Lessee, subject to the prior review and written approval of the Lessor, which approval shall not be unreasonably withheld, conditioned or delayed, intends to construct, demolish, rehabilitate or re-



purpose the improvements and facilities on the Premises as set forth in Exhibit "6" (the "Improvements"); provided, however, such improvements and facilities are further subject to the completion of any and all required studies, assessments and diligence, including, but not limited to, an environmental assessment, remediation analysis, traffic studies, historic studies, economic and market feasibility analysis, master planning, engineering, architecture, construction bids prior to committing to making the Improvements. Lessee will obtain all construction and operating permits as required by law. Lessor shall utilize its best efforts to provide and expedite all approvals and permits reasonably required by Lessee and shall not unreasonably withhold or delay such approvals and permits.

G. Reporting. Annually, upon the anniversary of the Lease Commencement Date, Lessee shall submit a written report to the County Council Chair, with copy to the County's designated agent, detailing the use of the Premises as outlined in Section D., to include a summary of the construction, rehabilitation, repurposing and demolition of infrastructure, buildings, facilities and structures on the Premises as discussed in Section F. Upon request by Council, Lessee's Designated Agent shall appear at any County Council or Council Committee to discuss or review that annual report.

H. Termination. This Lease may be terminated as a result of the following:

- 1) Mutual written agreement executed by the Parties hereto.
- 2) If Lessee shall become bankrupt, go into receivership, or make an assignment for the benefit of creditors, or take or have taken any proceedings of any kind under any provisions of the Federal Bankruptcy Act which are not dismissed by Lessee.

- 3) Default by Lessee. If Lessee shall fail to faithfully observe or perform any of the covenants or agreements herein contained and on the part of the Lessee to be observed and performed, after written notice is given to Lessee by Lessor providing a reasonable time to cure such default, which time to cure shall not be less than thirty (30) calendar days after written notice is given.
- 4) Lessee shall abandon the Premises.
- 5) If Lessee shall fail to satisfy the Performance Milestones set forth in Exhibit "7" in all material respects.

I. Possession and Control of the Improvements and Facilities. During the term of this Lease, Lessee shall have exclusive possession and control of all improvements and facilities now existing or to be constructed on or to the Premises, and shall, subject to terms and conditions of this Lease, have authority to finance, sublet, hypothecate and encumber the improvements and facilities on the Premises. It is further understood and agreed that Lessee shall be the owner of and have the right, title and interest in any and all tax attributes of ownership of the improvements and facilities, including, but not limited to any tax credits relating thereto; provided, however, Lessee shall not convey title or sell the improvements or facilities without the prior written consent of Lessor, which consent shall not be unreasonably withheld so long as such conveyance or sell is subject to the terms of this Lease.

J. Maintenance of the Premises. Starting from the Lease Commencement Date, Lessee shall be responsible, at its cost, for maintenance of the Premises at a level that is substantially similar to the current level of maintenance. In the event that Lessee determines that certain buildings will be demolished, Lessee shall notify Lessor in writing and shall not be required to maintain said buildings, but must demolish said buildings within twelve months from the date of notice to Lessor.



K. Roads. Subject to Council approved appropriations, the County agrees to pave, repair, and maintain the road identified in Exhibit "8", more specifically described as Holomua Road, between Hana Highway and Baldwin Avenue.

L. Lessor's Representations & Warranties. Lessor represents and warrants that (a) it has full rights, possession and authority to enter into this Lease, and (b) all consents, approvals and authorizations have been legally obtained from the relevant governmental departments to the extent required for the Lease and the proposed uses herein. Other than the foregoing representations and warranties, this Lease is made "AS IS," with no other warranties or representations by the Lessor, including, but not limited to, the physical condition of the Premises.

M. Additional Covenants, Terms and Conditions. Additional covenants, terms and conditions of this Lease are set forth in Exhibit "9" attached hereto and by reference made a part hereof.

N. Right of First Refusal. In the event that Lessor seeks to sell, transfer, dispose of or hypothecate ("Sale") the underlying real property comprising the Premises at any time during the term of this Lease, Lessor shall provide Lessee with a right of first refusal ("ROFR") to purchase the land on the same terms and conditions as the proposed sale. Lessor shall provide Lessee with sixty (60) days written notice in advance of any Sale, which notice shall contain all the terms and conditions of the Sale. Lessee shall respond in writing in sixty (60) days whether Lessee desires to exercise its ROFR. If Lessee elects to exercise its ROFR, Lessor and Lessee shall enter into an agreement for the Sale of the underlying real property comprising the Premises to Lessee on substantially similar terms and conditions contained in the offer and acceptance documentation regarding the Sale. If the terms and conditions change, Lessor shall provide an additional thirty (30) days notice in writing to Lessee and Lessee shall respond in writing within such time period. If Lessee elects either not to exercise its ROFR or does not respond within said

thirty (30) days, Lessor shall be free to sell the underlying real property comprising the Premises on the terms and conditions contained in the notice of Sale.

O. Cooperation of County; Tax Abatement. The County, including its respective departments and divisions shall use reasonable efforts to collaborate and expedite entitlements and use permits submitted by Lessee and complete additional documents required by Lessee to obtain financing for the Project and its improvements. Additionally, for a minimum period of five (5) years from the Lease Commencement Date, any obligations of Lessee to pay any ad valorem property taxes, special taxes or assessments on the Premises shall be abated.

P. Assignment; Leasehold Mortgagee Rights. Lessee shall not assign this Lease in whole without first obtaining the consent of Lessor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Lessee may sublease, or rent a portion of the Premises, in its sole discretion, without the prior written consent of Lessor, so long as such sublease, rental or occupation is in conformity with the permitted uses of the Premises and Lessee remains liable under the Lease for the obligations hereunder. Notwithstanding the foregoing, Lessee may finance, mortgage, encumber, assign and hypothecate its interest under this Lease and the Premises as permitted hereunder. A holder of a leasehold mortgagee, deed of trust or other security interest shall have such rights as set forth in paragraph 26 in Exhibit "9" attached hereto and incorporated herein by this reference.

Q. Force Majeure. Time periods for Lessor's or Lessee's performance under any provisions of this Lease shall be extended for periods of time during which the nonperforming party's performance is prevented due to circumstances beyond the party's control, including, without limitation, strikes, embargoes, governmental regulations, acts of God, war or other strife.

R. Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

S. Counterparts. This Lease may be executed in counterparts and by electronic mediums including fax and email, each of which shall be construed as, and constitute, an original for all purposes.

T. Entire Agreement. This Lease constitutes the final, complete and exclusive agreement between the parties to this Lease pertaining to the Premises, supersedes all prior and contemporaneous written or oral understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors, and assigns.

U. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Hawaii. The venue for any action with respect to this Lease shall be in the State of Hawaii.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the date set forth above.

LESSOR:  
COUNTY OF MAUI

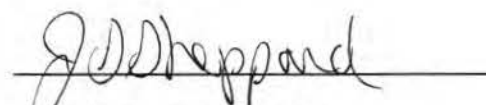
By: \_\_\_\_\_  
ALAN M. ARAKAWA  
Its Mayor

By: \_\_\_\_\_  
DANILO F. AGSALOG  
Its Director of Finance

APPROVAL RECOMMENDED:

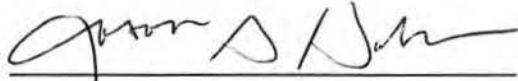
  
TEENA RASMUSSEN  
Director, Office of Economic Development  
County of Maui

APPROVED AS TO FORM AND LEGALITY:

  
JERRIE L. SHEPPARD  
Deputy Corporation Counsel  
County of Maui LF 2015-4788

LESSEE:

TEACH DEVELOPMENT LLC

By: 

Name: JAEN A. HOBSON

Title: CHIEF DEVELOPMENT OFFICER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED BY THE STATE OF HAWAII,  
ACTING THROUGH ITS BOARD OF LAND  
AND NATURAL RESOURCES AT  
ITS MEETING HELD ON: \_\_\_\_\_

\_\_\_\_\_  
Chairperson, Board of Land and  
Natural Resources

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General  
State of Hawaii

STATE OF HAWAII   )  
                                  ) SS.  
COUNTY OF MAUI   )

On this 6th day of September, 2016, before me personally appeared Jason Alan Hobson  
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 capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Leona Ah Yen

Notary Public, State of Hawaii

**LEONA AH YEN**

Print Name Notary Public

**Second Judicial Circuit**

My commission expires: State of Hawaii

**My Commission expires Dec. 14, 2018**

**NOTARY PUBLIC CERTIFICATION**

Doc. Date: Undated at time of Notarization # Pages: 17 + Exhibit's #1-#8

Notary Name: Leona Ah Yen Judicial Circuit: Second

Doc. Description: Lease TMK: (2) 2-5-004:014

Teach Development

Notary Signature: Leona Ah Yen

Date: 9/6/16





STATE OF HAWAII   )  
  ) SS.  
COUNTY OF MAUI   )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_,  
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 capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Hawaii  
\_\_\_\_\_  
Print Name \_\_\_\_\_  
My commission expires: \_\_\_\_\_

NOTARY PUBLIC CERTIFICATION	
Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____	
_____	
_____	
Notary Signature: _____	
Date: _____	

STATE OF HAWAII    )  
                                  )     SS.  
COUNTY OF MAUI    )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared **ALAN M. ARAKAWA**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui by authority of its Charter; and the said **ALAN M. ARAKAWA** acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public, State of Hawaii

\_\_\_\_\_  
Print Name

My commission expires: \_\_\_\_\_'s

**NOTARY PUBLIC CERTIFICATION**

Doc. Date: \_\_\_\_\_ # Pages: \_\_\_\_\_

Notary Name: \_\_\_\_\_ Judicial Circuit: \_\_\_\_\_

Doc.  
Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notary  
Signature: \_\_\_\_\_

Date: \_\_\_\_\_



STATE OF HAWAII )

) SS.

COUNTY OF MAUI )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared **DANILO F. AGSALOG**, to me personally known, who, being by me duly sworn, did say that he is the Director of Finance of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui by authority of its Charter; and the said **DANILO F. AGSALOG** acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of Hawaii

Print Name \_\_\_\_\_

My commission expires: \_\_\_\_\_

NOTARY PUBLIC CERTIFICATION	
Doc. Date:	# Pages:
Notary Name:	Judicial Circuit:
Doc. Description:	
Notary Signature:	[Stamp or Seal]
Date:	

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Tax Map Key No. (2) 2-5-4:14

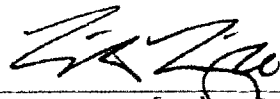
Page 21 of 335

FOR SOCIAL SERVICE PROGRAMS PURPOSES, to be under the control and management of the County of Maui, being that parcel of land situate at Hamakuapoko, Makawao, Maui, Hawaii, identified as "(Revised May 2005) Portion of Former Maui High School Lot," containing an area of 22.158 acres, subject, however, to a Perpetual Non-Exclusive Easement for Electric Power Lines, more particularly described in Exhibit "A" and delineated on Exhibit "B," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, both being designated C.S.F. No. 24,037 and dated May 24, 2005.

SUBJECT, HOWEVER, to the condition that upon cancellation of this executive order or in the event of non-use or abandonment of the premises or any portion thereof for a continuous period of one (1) year, or for any reason whatsoever, the County of Maui shall, within a reasonable time, restore the premises to a condition satisfactory and acceptable to the Department of Land and Natural Resources, State of Hawaii.

SUBJECT, FURTHER, to disapproval by the Legislature by two-thirds vote of either the Senate or the House of Representatives or by majority vote of both, in any regular or special session next following the date of this Executive Order.

IN WITNESS WHEREOF, I have hereunto set my hand and  
caused the Great Seal of the State of Hawaii to be affixed.  
Done at the Capitol at Honolulu this 29th day of  
June, 2005.

  
Governor of the State of Hawaii  
04

APPROVED AS TO FORM:

  
Deputy Attorney General

Dated: June 17, 2005

144333\_1 DOC

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DEPARTMENT OF LAND AND NATURAL RESOURCES  
LAND DIVISION  
PO BOX 621  
HONOLULU HAWAII 96809

STATE OF HAWAII

Office of the Lieutenant Governor

THIS IS TO CERTIFY That the within is a true copy of  
Executive Order No. **4117** setting aside land for public  
purposes, the original of which is on file in this office.

IN TESTIMONY WHEREOF, the Lieutenant  
Governor of the State of Hawaii, has  
hereunto subscribed his name and caused  
the Great Seal of the State to be affixed.



DONE in Honolulu, this JUN 30 2005 day of  
\_\_\_\_\_, A.D. 2005



STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES  
HONOLULU

C.S.F. NO. 24,037

May 24, 2005

(REVISED MAY 2005)  
PORTION OF  
FORMER MAUI HIGH SCHOOL LOT

Hamakuapoko, Makawao, Maui, Hawaii

Being a portion of the Ahupuaa of Hamakuapoko described in deed of the Board of Education to Trustees of Oahu College dated January 30, 1860 and recorded in Liber 12, Pages 400 to 403 (Land Office Deed 1404) conveyed to the State of Hawaii by the following:

- (a) Maui Agricultural Company, Limited to the Territory of Hawaii by deed dated May 1, 1923 and recorded in Liber 775, Pages 112 to 113 (Land Office Deed 2622).
- (b) Maui Agricultural Company, Limited to the Territory of Hawaii by deed dated December 21, 1925 and recorded in Liber 975, Pages 430 to 432 (Land Office Deed 3488).
- (c) Maui Agricultural Company, Limited to the Territory of Hawaii by deed dated March 5, 1947 and recorded in Liber 2018, Pages 278 to 286 (Land Office Deed 8096).

Beginning at the southwest corner of this parcel of land and on the east side of Holomua Avenue, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUUNENE" being 5338.61 feet North and 16,188.83 feet East, thence running by azimuths measured clockwise from True South:-

1. 173° 37' 30" 957.80 feet along the east side of Holomua Avenue;

- |     |              |  |
|-----|--------------|--|
| 2.  | 256° 10' 30" | 197.20 feet along the remainder of the Ahupuaa of Hamakuapoko;               |
| 3   | 249° 54'     | 31.60 feet along the remainder of the Ahupuaa of Hamakuapoko;                |
| 4.  | 239° 53' 30" | 132.60 feet along the remainder of the Ahupuaa of Hamakuapoko;               |
| 5.  | 299° 51'     | 134.10 feet along the remainder of the Ahupuaa of Hamakuapoko;               |
| 6.  | 308° 46' 30" | 193.10 feet along the remainder of the Ahupuaa of Hamakuapoko;               |
| 7.  | 328° 31'     | 118.60 feet along the remainder of the Ahupuaa of Hamakuapoko;               |
| 8.  | 331° 09' 30" | 176.30 feet along the remainder of the Ahupuaa of Hamakuapoko;               |
| 9.  | 358° 05'     | 57.00 feet along the remainder of the Ahupuaa of Hamakuapoko;                |
| 10  | 343° 22'     | 123.60 feet along the remainder of the Ahupuaa of Hamakuapoko;               |
| 11. | 318° 05'     | 77.30 feet along the remainder of the Ahupuaa of Hamakuapoko;                |
| 12. | 298° 09'     | 199.09 feet along the remainder of the Ahupuaa of Hamakuapoko;               |
| 13. | 323° 34'     | 336.41 feet along the remainder of the Ahupuaa of Hamakuapoko;               |
| 14. | 317° 33'     | 158.87 feet along the remainder of the Ahupuaa of Hamakuapoko;               |
| 15. | 29° 32' 20"  | 215.35 feet along Water Tank and Pump Site, Governor's Executive Order 2345; |

May 24, 2005

16. 103° 38' 1140.88 feet along the remainder of the Ahupuaa of Hamakuapoko to the point of beginning and containing an AREA OF 22.158 ACRES.

Subject, however, to a Perpetual Non-Exclusive Easement for Electric Power Lines over, under and across the above-described parcel of land more particularly described as follows:

Beginning at the southwest corner of this easement and at the initial point of the above-described Portion of Former Maui High School Lot, thence running by azimuths measured clockwise from True South:-

1. 173° 37' 30" 450.00 feet along the east side of Holomua Avenue;
2. 263° 37' 30" 10.00 feet;
3. 353° 37' 30" 443.00 feet;
4. 283° 38' 1136.73 feet;
5. 29° 32' 20" 10.40 feet along Water Tank and Pump Site, Governor's Executive Order 2345;



C.S.F. No. 24,037

May 24, 2005

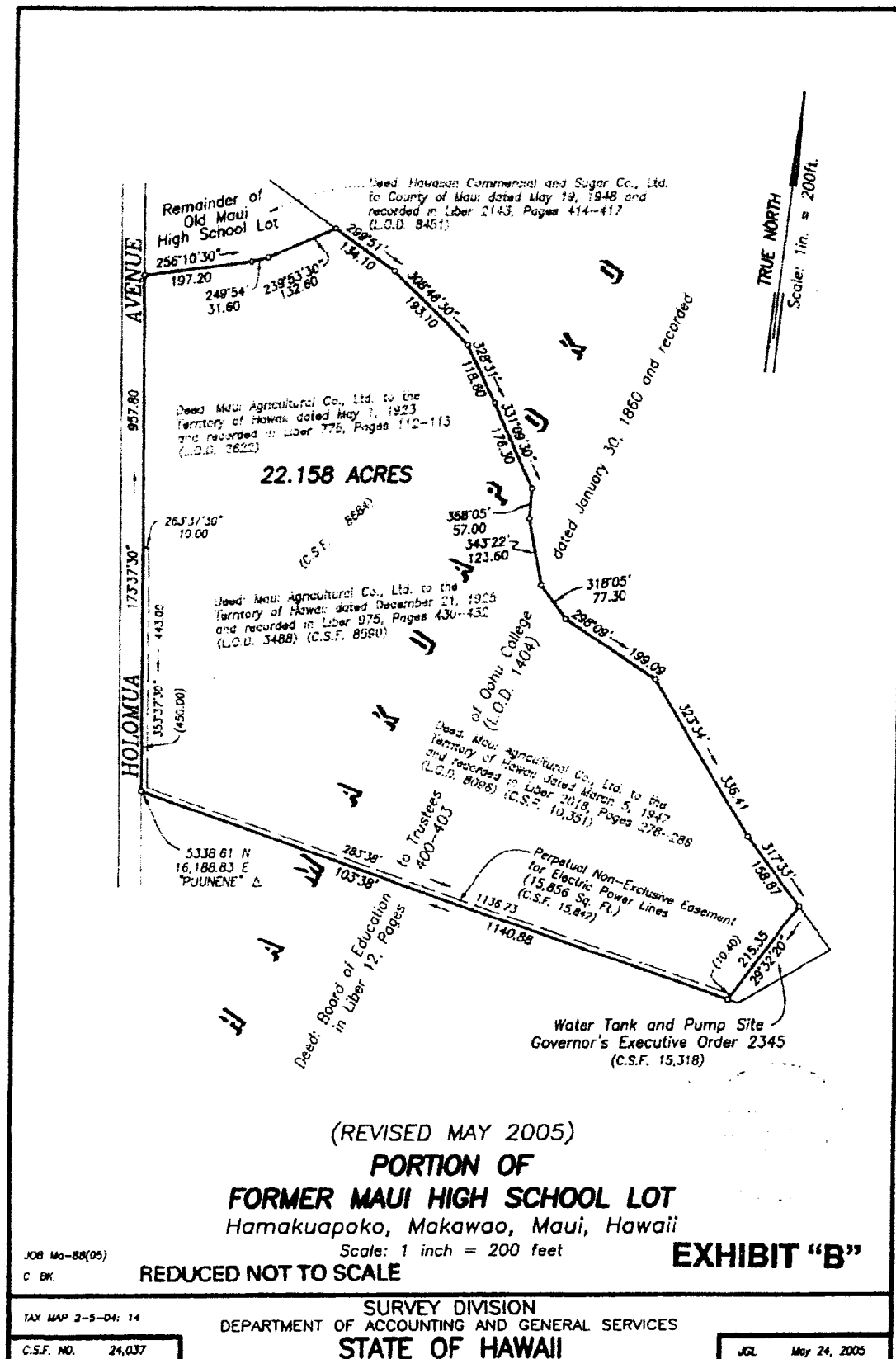
6. 103° 38'

1140.88 feet along the remainder of the Ahupuaa of  
Hamakuapoko to the point of beginning  
and containing an AREA OF 15,856  
SQUARE FEET.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Glenn J. Kodani  
Glenn J. Kodani  
Land Surveyor gm

Compiled from CSF 17446  
and other Govt. Survey Records.



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Page 30 of 335

NOW, THEREFORE, BY THIS EXECUTIVE ORDER, I, the undersigned, Governor of the State of Hawaii, by virtue of the authority in me vested by Section 171-11, Hawaii Revised Statutes, as amended, and every other authority me hereunto enabling, do hereby order that the public land hereinafter described be, and the same is, hereby set aside for the following public purposes:

FOR SOCIAL SERVICES, EDUCATION, AGRICULTURE AND RELATED SUPPORT PURPOSES, to be under the control and management of the County of Maui.

SUBJECT, HOWEVER, to the condition that upon cancellation of this executive order or in the event of non-use or abandonment of the premises or any portion thereof for a continuous period of one (1) year, or for any reason whatsoever, the County of Maui shall, within a reasonable time, restore the premises to a condition satisfactory and acceptable to the Department of Land and Natural Resources, State of Hawaii.

SUBJECT, FURTHER, to disapproval by the Legislature by two-thirds vote of either the Senate or the House of Representatives or by majority vote of both, in any regular or special session next following the date of this Executive Order.

This executive order does not authorize the recipient of the set aside to sell or exchange or otherwise relinquish the State of Hawaii's title to the subject public land.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Hawaii to be affixed. Done at the Capitol at Honolulu this 22<sup>nd</sup> day of NOVEMBER, 2010.

  
Governor of the State of Hawaii

APPROVED AS TO FORM:

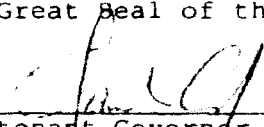
  
Deputy Attorney General

Dated: Sept. 29, 2010

STATE OF HAWAII  
Office of the Lieutenant Governor

THIS IS TO CERTIFY That the within is a true copy of  
Executive Order No. 4343 amending Executive Order No.  
4117, the original of which is on file in this office.

IN TESTIMONY WHEREOF, the Lieutenant  
Governor of the State of Hawaii, has  
hereunto subscribed his name and caused  
the Great Seal of the State to be affixed.

  
\_\_\_\_\_  
Lieutenant Governor of the State of Hawaii

DONE in Honolulu, this 22<sup>nd</sup> day of  
November, A.D. 2010

**REQUEST FOR PROPOSAL  
(RFP)**

**TO USE AND REPURPOSE THE CAMPUS OF  
OLD MAUI HIGH SCHOOL**

**COUNTY OF MAUI  
MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT**

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ATTACHMENT 1: Executive Order 4343	

## **SECTION ONE**

### **INTRODUCTION AND KEY DATES**

#### **1.01 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION**

County	=	County of Maui
EO	=	Executive Order from the State of Hawaii
FOOMHS	=	Friends of Old Maui High School
GC	=	General Conditions
GET	=	General Excise Tax (4.167%)
HAR	=	Hawaii Administrative Rules
HRS	=	Hawaii Revised Statutes
Must	=	Denotes the imperative
OED	=	Office of Economic Development
OMHS	=	Old Maui High School
Proposer	=	An individual, partnership, firm, corporation, joint venture, or representative or agent, submitting information in response to this solicitation
RFP	=	Request for Proposal
Time	=	If stated as a number of days, will be calendar days
Shall, Will	=	Indicates a mandatory requirement.
Should	=	Indicates a preference



## INTRODUCTION

The County of Maui Mayor's Office of Economic Development (OED), desires to receive proposals for the use and repurposing of the Old Maui High School (OMHS) campus in Maui, Hawaii. The County of Maui is interested in granting a long-term (20+ years) lease for the OMHS campus for \$1.00 per year, in return for the campus to be used for a higher and better purpose than currently exists for use or uses that fit within the parameters of the Executive Order No. 4343 from the State of Hawaii. Proposers should be able to demonstrate their financial capability to successfully execute their proposal and mitigate the challenges of infrastructure inadequacies on the campus. It will be incumbent on the proposer to justify why a longer than 20 year lease might be needed from the County of Maui.

This request for proposal is not part of a competitive procurement process. This is a request for proposals that will be evaluated by the Mayor's administration and the Maui County Council. The process is designed to find the best, financially viable, and most acceptable project that will revitalize and use the campus of Old Maui High School. The County of Maui Mayor's Office of Economic Development desires this property to be used to a much higher and better purpose than now exists. They desire restoration of some or all of the administration building, preserve some of the old, grand trees on the property, and to the extent possible preserve other historical aspects to the campus. The proposers will need to keep their proposals within the scope that was defined in the Executive Order 4343 (EO) from the State of Hawaii, which gave the campus to the County of Maui. The EO states that the campus will be used for education, social services, and/or agriculture purposes.

The Friends of Old Maui High School (FOOMHS) have had numerous studies completed on the current condition and challenges of the campus. All proposers are urged to thoroughly review these studies, which are listed in this document, to fully understand all of the issues and inadequacies of infrastructure. The most significant infrastructure inadequacies are the lack of potable water, lack of fire protection, lack of septic/sewer system.

All studies conducted on OMHS will be available on flash drives at no charge at the Maui County Office of Economic Development. See the list of studies available on page 7. Interested parties must contact OED to order the studies.

### 1.03 CANCELLATION

The RFP may be cancelled and any or all proposals rejected in whole or in part, without liability, when it is determined to be in the best interest of the County of Maui.

### 1.04 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule set out herein represents the County of Maui's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposals Due" date is delayed, the rest of the schedule will likely be shifted by the same number of days. The approximate schedule is as follows:

Advertising of Request for Information	<u>9/1/14</u>
Deadline to Submit Written Questions	<u>10/1/14</u>
County of Maui's Response to Written Questions	<u>11/1/14</u>
Proposals Due	<u>3/1/15</u>
OED Report to Mayor	<u>4/1/15</u>
Administration Report to Council	<u>5/1/15</u>

## **SECTION TWO**

### **BACKGROUND AND SCOPE OF WORK**

#### **2.01 PROJECT OVERVIEW AND HISTORY**

##### **Current Environment**

**All studies listed on the following page are available at no charge by contacting the Mayor's Office of Economic Development at 2200 High St. Suite 305 Wailuku, HI 96793**

**Please call in advance to place your order. Ph. 808-270-7710**

**List of Studies Concerning the Old Maui High School Campus**

<u>Title</u>	<u>Consultant</u>	<u>Date</u>
Phase I Environmental Site Assessment (prepared for University of Hawaii -- Manoa)	Clayton Group Services	10/28/02
Site Investigation Work Plan (prepared for FOMHS)	Bureau Veritas N.A.	02/13/07
External Draft -- Phase II Environmental Investigation (prepared for FOMHS)	Bureau Veritas N.A.	05/18/07
Phase II Environmental Investigation Report (prepared for FOMHS)	Bureau Veritas N.A.	06/05/07
Stabilization Plan for Old MHS Administration Bldg. (prepared for FOMHS)	Mason Architects Inc.	06/01/07
Underground Storage Tank Closure & Site Assessment Report (prepared for FOMHS)	Bureau Veritas N.A.	07/17/07
Old Maui High School Master Plan (prepared for FOMHS)	Chris Hart & Partners	12/17/07 09/08/08 (rev.)
Old Maui High School Infrastructure Short-Term Implementation Plan (prepared for FOMHS)	Chris Hart & Partners	10/24/08
Draft Environmental Assessment for Proposed Revitalization & Reuse of Old Maui High School	Chris Hart & Partners	08/01/09

### Building and Campus Conditions

The Old Maui High School campus covers 23 acres of gently-sloping mature landscape, with 10 early-to-mid-20<sup>th</sup> century school buildings. Situated near a world-famous windsurfing mecca, Ho'okipa Beach, the campus benefits from near and distant scenic views, trade winds and showers, and rural atmosphere.

Early wood-frame classrooms (1920-1930s) include the 5,000 s.f. Classroom C, the 5,000 s.f. Wood Shop, and the 3,300 s.f. Dormitory building. These older structures are in fair condition, with some age-related deterioration, lead paint, termite damage and roofs that require replacement.

Later buildings include the 2,500 s.f. Band Building, the 6,000 s.f. Cafeteria, and two Athletic Locker Rooms of 1,500 s.f. each. These are in fair to good condition, with probable lead paint, minor asbestos issues (vinyl-asbestos floor tile), etc.

The four CMU classroom buildings total 13,600 square feet. These buildings were constructed from the 1950s, and are generally in good condition, but with probable lead interior paint and vinyl-asbestos floor tile. All structures lack functional plumbing.

The Mediterranean-style reinforced concrete Administration Building, built in 1921, was designed by Charles W. Dickey. The concrete walls and arches of this iconic building remain intact. The building enclosed 12,000 s.f. of offices and classrooms. This remnant structure is listed on the Hawaii Register of Historic Places.

NOTE: Modifications or demolition of buildings over 50 years old require compliance with county, state and federal historic preservation laws and guidelines.

All buildings on the Old Maui High School campus have been structurally and environmentally evaluated. For complete details, see:

- Phase I Environmental Site Investigation (2002), Clayton Environmental Services.
- Old Maui High School Master Plan (2007-2008), Chris Hart & Partners.

## **Infrastructure Report & Analysis**

### **Water**

The campus does not currently have a water source. Implementation of a reliable public or private water source and system will be necessary, as well as a delivery system for sanitation and irrigation. Establishment of a dedicated fire control system will be necessary, to possibly include a water source, tank and hydrants.

### **Wastewater Disposal**

There is no waste disposal or sewage treatment facility serving the campus. New wastewater system(s) must be installed/connected. Existing non-permitted cesspools must be closed according to DOH regulations.

### **Land Use**

Current County and State land use designations limit uses permitted at the campus. New, appropriate designations (zoning, State designation, community plan use(s)) must be obtained.

### **Electrical and Phone Service**

The electrical lines and phone lines have not been upgraded for more than 45 years. Upgrades to electrical and phone/internet service will be necessary.

### **Access /Roadways**

The campus is located two miles from Hana Highway (route 36), up a sub-standard county roadway (Holomua Road). Development of the campus will likely require roadway and intersection improvements, based on traffic studies. Campus internal roadways/pathways/parking areas are minimal, and will require upgrading for circulation, fire lanes, etc.

*A more complete discussion of the infrastructure conditions, needs and costs is found in the Short-Term Implementation Program Report (STIP) 2008, prepared by Chris Hart & Partners.*

### Executive Order

Executive Order No. 4343 Dated November 22<sup>nd</sup>, 2010 states that the campus of Old Maui High School is set aside for the following public purposes:  
Social Services, Education, Agriculture and related support purposes.

See attached EO No. 4343 document.

## **2.02 SCOPE OF INFORMATION NEEDED FROM PROPOSERS**

1. Proposals should clearly state entity that would be the lessee and include a complete list of all partners who will be collaborating on the project. Fully describe the entity and each partner and the credentials that would make each qualified to execute the proposal. Submit any letters of reference that would be appropriate.
2. Proposals should include a description of the financial backing and ability of the entity to fund the proposal.
3. Proposer should clearly state what, if anything, it will be requesting from the County of Maui in regards to infrastructure improvements to OMHS.
4. Proposals should clearly define the vision of the project, project description, and describe how it fits within the scope of the EO No. 4343 as well as serving a public purpose for the County of Maui as required by the EO.
5. Proposals should clearly define how the current buildings will or will not be used and describe any renovation, demolition or restoration that will be included in the proposer's project.
6. Proposals should clearly define how the current landscaping and trees will be maintained, removed or preserved.
7. Proposals should discuss what, if any, elements of the Master Plan for OMHS will be incorporated.

8. Proposals should present a business plan that focuses on long term financial viability and shows the project will be self-sustaining. Proposals that rely on government funding (other than fee for service) will not be considered.
9. It will be incumbent on the proposer to justify needing a longer than 20 year lease from the County of Maui.

### **SECTION THREE**

#### **PROPOSAL FORMAT AND CONTENT**

##### **3.01 INTRODUCTION**

One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Proposers ample opportunity to highlight their proposals. This RFP does not have a formal evaluation with points and there will be no official scoring criteria. The most financially viable proposals that fit the parameters of the EO 4343 will be considered. Proposals will ultimately be evaluated by the Mayor and the County Council.

The RFP is meant to provide OED a vehicle to find out if there are serious proposals with financial backing that would provide a feasible and sustainable project to repurpose OMHS. Subject to Chapter 92F, Hawaii Revised Statutes, submitted proposals will remain confidential until a lease is awarded.

The proposal shall describe in detail the proposer's ability and availability of services to meet the goals and objectives of this RFP.

The County of Maui reserves the right to contact proposers for further clarification of the project.

The County of Maui reserves the right to add informational requirements or additional evaluation phases.

Proposals will be reviewed by OED, and compiled into a report to the Mayor. The Mayor's office will present a report to the Maui County Council.

County of Maui reserves the right to make no lease award.

Any lease award shall be subject to Maui County Council's review and approval.



Proposals must:

1. Include a transmittal letter to confirm that the proposer shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
2. Include a signed Offer Form OF-1, with the complete name and address of the proposer's firm and name, mailing address, telephone number, and fax number of the person the County of Maui should contact regarding the proposer's proposal.
3. Provide all of the information requested in this RFP in the order specified.
4. Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.

a. Transmittal Letter

See Section Six, Attachment 1, Offer Form OF-1.

b. Experience and Capabilities

- 1) Number of years in business.
- 2) Listing of key personnel and associated resumes for those who will be dedicated to this contract.
- 3) Listing of references.

- 4) Summary of listing of judgments or pending lawsuits or legal actions.
  - 5) Samples of projects similar to those described in this RFP.
- c. Proposal including an overall strategy, timeline and plan. Timeline should start with lease execution date and project forward from there.

### **3.02 EXPERIENCE AND CAPABILITIES**

- (1) Indicate the number of years proposer has been in business and the number of years proposer has performed similar services specified by this RFP.
- (2) Include a list of key personnel and/or partners and associated resumes for those who will be dedicated to this project.
- (3) Proposer shall include a list of at least three (3) references from the proposer's client listing that may be contacted by the County of Maui as to the proposer's past and current job performance. Proposer shall provide names, titles, organizations, telephone numbers, email and postal addresses.
- (4) Provide a summary listing of judgments or pending lawsuits or actions against adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.

### 3.06 EXCEPTIONS

Proposer shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Proposer shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any.

## SECTION FOUR

### PROPOSAL EVALUATION CRITERIA

Proposals will not be evaluated by a traditional point system. Proposals instead will be evaluated by the Mayor and the County Council.

1. An initial review to determine the responsiveness of the proposal to the requirements for the Request for Proposal (RFP). For a proposal to be considered responsive, it must meet the following tests:

- A. A sealed original, one digital copy and five copies must be physically in the possession of Maui County, no later than 4:00 PM, Hawaiian Standard Time, **March 1, 2015**.
- B. The proposal must include all required items in Section 2.02
- C. The original and all copies of the proposal must be in ink or typewritten.



## **County of Maui To Use and Repurpose the Campus of Old Maui High School**

### **Request for Proposal No. 14-15/P-15**

#### **Submission Information**

##### ***Submitted to:***

County Maui  
Purchasing Division, Department of Finance  
Attention: Daniel Agsalog, Director of Finance,  
2145 Well Street, Suite 104,  
Wailuku, Maui, Hawaii 96793

#### **Company Information**

##### ***Submitted by:***

TEACH Development, LLC  
Point of Contact: Jason A. Hobson  
Address: 742 Hana Highway, Paia, Hawaii 96779  
Phone: (213) 235-9191  
Email Address: [jhobson@hbdlegal.com](mailto:jhobson@hbdlegal.com)

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction.

**EXHIBIT " 4 "**

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## SECTION A - T TRANSMITTAL LETTER

We are pleased to respond to the Request for Proposal (RFP) from the County of Maui for the "Use and re-purpose of the campus for the Old Maui High School." We will comply with the requirements, provisions, terms, and conditions specified in RFP 14-15. We respectfully submit our proposal, and acknowledge our concurrence with the terms and conditions as specified within the "Specifications and Special Provisions."

This Transmittal Letter provides an overview of the vision, functions and benefits of the Patsy Takemoto Mink Center for Technology, Education, Agriculture, Community and Health ("TEACH"), along with a summary of our team, our qualifications, timelines and the anticipated costs of development for this project.

Attachments are included that provide additional information on our proposed Business Plan, key participant resumes, and representative project examples.

TEACH Development, LLC, a Hawaii limited liability company, ("TEACH Development") is a consortium consisting of individuals and companies with the vision, deep domain expertise and passion to develop and repurpose the Old Maui High School Campus into the Patsy Takemoto Mink Center for Technology, Education, Agriculture, Community and Health. The primary objective is to provide an exemplary environment that integrates Technology, Education, Agriculture, Community and Health ("TEACH").

We intend to build upon the recommendations and functions set forth in the Friends of Old Maui High School (OMHS) Master Plan and to exponentially increase the social, environmental and economic benefits of the Project. The OMHS Master Plan stipulates that the project be tailored to the following purposes, all of which will be integrated throughout the project:

- Agriculture
- Renewable Energy
- Youth Camp
- Conferences
- Historic & Culture

It is our intention to retain the feeling, viable structures and major landscape elements of the historic campus, while also creating a place with transformational impact on a global scale that will attract speakers, performers, participants and visitors from around the globe. The vision for TEACH Center is to provide an exemplary showcase of regenerative systems design, sustainability, optimal health, green education and jobs training, meaningful work and community benefit. This requires us to develop and repurpose OMHS from a holistic perspective, significantly improving the agricultural components, built environment, infrastructure (water, food, energy, waste & wastewater), and even more importantly, the educational impact of the site. We anticipate the Project, when completed, will cost a total of \$56 million and consist of 200,000 square feet costing \$51 million for construction and another \$5 million for operations.

We will integrate the power, water, waste and wastewater, agriculture systems with the built environment in a way that synergistically fulfills the purpose of OMHS to provide great social, economic and environmental impact.

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We envision the following functions and uses:

- Center for Agriculture & Permaculture.
- Center for Living Technologies, Local Economy & the Regenerative Society that includes the Energy, Water, Food, Built Environment, Waste and other technologies mentioned under the Regenerative Economy section.
- Cultural Center for Preservation & Integration of Hawaiian Culture and Ancient Earth Wisdom.
- Optimal Wellness & Personal Development Center.
- Eco-Social Entrepreneurship Center.
- Conference Facilities, Amphitheater, Stage and Event Park featuring events that include international speakers, music concerts, art shows, educational events, integrative design showcase, transformational festivals, cleantech & smart community conferences, regenerative economy summits and earth wisdom gatherings.
- Restaurant, Patio Dining, Gift Shop & Teaching Kitchen. Hospitality, Worker Housing, Student Housing, Glamping & Camping.
- Applied Education Center.

We believe that we can exceed the requirements of Executive Order 4343 (EO 4343), honor the history of OMHS, as well as serve the community with a healthy, joyful and inspiring place to gather and learn. The TEACH Center intends to develop the plans for the site in cooperation with the County of Maui and will engage with OMHS alumni and the community to obtain further input during the planning process. We will regularly consult with the Friends of OMHS to obtain their insights and advice during the planning for this project.

We are convinced that TEACH Center will expand the legacy of OMHS to be a place of education, experiences and exemplary demonstrations that serves and inspires young and old from the local and an international communities resulting in great social, ecological and economic benefit to Maui.

This will be accomplished by providing an exemplary showcase of (i) integrative and regenerative design, (ii) leading edge technologies, infrastructure & systems, (iii) sustainable practices that honor the land and nature, (iv) healthy and energy efficient built environment, (v) education leading to green jobs and meaningful work in the regenerative economy, (vi) inspiring cultural experiences and gatherings, and (vii) engaging with local non-profits and government, as well as convening international think tanks to solve both local and global challenges. Moreover, we intend to award scholarships and internships to under-privileged youth as well as adults seeking to transform their lives in order to better serve community needs.

#### **The TEACH Development Consortium Members**

As listed below in Section B (Experience and Capabilities) and detailed in Attachment 2 (Resumes), The TEACH Development consortium brings an aggregate of over 500 combined years of relevant experience in regenerative planning and design, agriculture, architect, engineering, real estate and community development, project management, infrastructure design, green technology, construction, finance, law, education, operations, marketing, and program and event development. Additionally, our consortium possesses broad and diverse expertise in supporting public works, military projects and private sector commercial business enterprises. Our organization is free of conflicts of interest and holds itself to the highest standards of professionalism, ethics, and the desire to create social, economic, and environmental benefit. We bring a comprehensive understanding and holistic approach to the planning, development,

completion, operations and management of large, complex projects and businesses, along with resources to support all requirements of RFP 14-15.

### **Creating Social, Economic & Environmental Benefit & the Regenerative Economy**

The TEACH Center will provide significant and measurable social, economic and environmental benefit to the County of Maui and the State of Hawaii through programs for life-affirming technologies, applied education and green jobs training, agriculture & permaculture, community development, optimal wellness and personal development.

The Center will strive to live up to the Island wisdom too often forgotten by modern development, “He ali’ka `āina; he kauwā ke kanaka,” or “The land is a chief; man is its servant.” We know that we can create a showcase that generates significant social, economic, and environmental benefits for the local community, for Hawaii, the international community and for the planet. This showcase includes:

- Improved health & wellness of the community including personal, family and corporate wellness with programs focusing on diet, exercise, mindfulness and prevention;
- A beautiful and inspiring place for community gatherings and events;
- Increased community engagement, collaboration and unity;
- Increased tourism focused on ecology, wellness and regenerative design;
- Preservation and evolution of Hawaiian and other indigenous knowledge and cultures;
- Training and certification in new living technologies and green jobs;
- Helping to heal, remediate and increase the health of local land and water;
- Stimulating a robust local economy by increasing agricultural production and diversity, local renewable energy generation, increasing sustainability skills and capacity, incubating eco-social entrepreneurialism and businesses; and
- Renewable energy infrastructure, water conservation and higher crop yields.
- Developing systemic solutions that address some of the world’s biggest challenges such as poverty, hunger, homelessness, health, sanitation, energy, pollution and climate change.

Further, we will provide an exemplary demonstration for building a robust local Regenerative Economy. This Regenerative Economy is based on new businesses and economic models that create Ecosystemic Thriving. There is abundant consensus worldwide that we need to transform our socio-political-economic systems if we are to thrive as a species. Foundational to developing the Regenerative Economy is the integration of the wisdom of indigenous peoples with modern living technologies to improve the health, abundance and thriving of people and our planet.

#### **Explanatory Notes:**

- **Ecosystemic Thriving** is measured by increased health, longevity, abundance, adaptability, resilience and the regenerative capacity of life in an ecosystem. This includes the land, the water, flora and fauna. We humans are interconnected with, and interdependent on, the complex ecosystem of Earth. Our thriving and health is directly related to the thriving and health of Earth’s ecosystem.
- A **“Regenerative Society”** is one in which human impact has a net positive effect on nature by engaging in activities that go beyond sustainability to restore, renew, revitalize, and regenerate our ecosystemic health.
- A **“Regenerative Economy”** aligns the rules of business with the laws and principles of nature. It is an economy that helps create conditions conducive to life on this planet.

A primary objective of our TEACH Center is to provide, foster and showcase the education, skills, capacity, entrepreneurialism, community collaboration and expertise required to develop,



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implement and integrate the components of the Regenerative Economy Maui. This objective includes the following:

- Clean, affordable and secure renewable energy (e.g., solar, geothermal, tidal).
- Water production, purification and conservation technologies (e.g., desalinization, atmospheric water, grey-black water recycling, tertiary waste water systems).
- Local production of fresh, organic & nutritious food using permaculture, bio-dynamic and organic growing techniques as well as healthy edible landscaping, roof top gardens, hanging gardens, botanical gardens and themed gardens.
- Waste recycling and reuse.
- Natural capital & resource stewardship (e.g., healing and preserving the land, watershed and oceans) and resource conservation.
- Bio-materials, sustainable infrastructure and a healthy built environment.
- Sustainable planning, design and building of Regenerative Communities including the integration of “Smart Cities” technologies, bio-materials, energy, food, water, waste, health and transportation systems.
- Practical, applied and interactive education that fosters the brilliance and natural talents of each individual.
- Social, ecological and technological innovation and entrepreneurship that fosters life affirming and healthy products, services and technologies.
- Optimal health & wellness lifestyle transformation programs and environments that integrate such things as corporate and personal health, diet & nutrition, exercise, epigenetics and improving relationships.
- Regenerative finance based upon eco-social impact (e.g., renewable energy financing, public-private partnerships, sustainable land development, and agricultural financing).
- Personal development and consciousness evolution.
- Regenerative Tourism that integrates eco-tourism, social tourism and wellness tourism.
- New education, transportation & communications systems.
- Healing arts.
- Whole systems and biomimicry (Note: Biomimicry is an approach to innovation that seeks sustainable solutions to human challenges by emulating nature’s time-tested patterns and strategies. The goal is to create products, processes, and policies that are well-adapted to life on earth over the long haul.)

### **Organizational Formation**

Upon award of the contract, TEACH Development, LLC will form a special purpose limited liability Company (LLC) to be named The TEACH Center, LLC, for the development, operation, marketing and management of the Project. TEACH Center, LLC, will be the lessee of the property. TEACH Center, LLC will also collaborate and partner with local government, nonprofit organizations and engage the community to increase the social, economic, and environmental impact of the Project. TEACH Center’s programs will include community engagement and learning, helping disadvantaged youth, providing for elder programs, providing educational scholarships, solving social challenges (e.g., economic disparity, homelessness, unemployment) sponsoring eco-social entrepreneurs, funding Research and Development (R&D) and engaging in technology transfers and licenses for the benefit of the community.

Members of our consortium have participated in fundraising and development transactions that, in the aggregate, total r \$1 billion. We are confident in our at to raise the financing required to successfully complete and fulfill the Project vision.

### **Financing & Timelines**

TEACH Development estimates that the **total project budget will be \$56 million** with development and construction totaling **\$51 million** as set forth below, plus **\$5 million** for post-opening operating expenses. The Pre-Development & Design Phase is estimated at \$3.25 million and will be funded by equity financing. An additional \$17.75 million in equity financing with an additional \$30 million of debt financing will be required for construction. The project will have a Loan to Value (LTV) ratio of 60%. An additional \$5 million of equity will be required to launch, market and engage in operations until profitability is achieved. ,

#### **Phase 1: Pre-Development & Design Phase (Months 1-10)**

As depicted in Figure 1 below, the Pre-Development and Design phases will require **\$3.25 million** in equity financing for the following purposes:

Rent During Construction	\$1
Studies (e.g., Feasibility, Market, Infrastructure, Environmental, Traffic)	\$232,000
Architect Fees	\$743,220
Engineering and Consultants	\$990,960
Miscellaneous Consultants	\$265,436
Consultant Coordination	\$68,128
Printing/Reimbursable Expenses	\$8,750
Permits & Fees	\$52,500
Insurance	\$3,500
Utilities During Construction	\$1,250
Legal & Accounting	\$52,500
Computers & Software	\$25,000
Pre-Opening Program Dev., Staffing & Training	\$225,000
Project Administration	\$212,348
Fundraising Costs	\$150,000
Contingency	\$223,050
<b>TOTAL</b>	<b>\$3,253,643</b>

***Figure 1: Pre-Development and Design Phases***

#### **Phase 2: Contracting & Construction Phases (Months 10-24)**

We estimate that the Contracting & Construction Phases will require an additional **\$47.75 million**. We will also explore private-public partnerships for privately funded infrastructure and environmental improvement bonds using Property Assessed Clean Energy (PACE) and other tax-backed bond structures. The funds will be used as follows:

- Planning and Design, including Site, Utility and Landscaping, detailed investigations of existing buildings to be renovated and the design of Renovated and New Buildings.

- At least 8 of the existing buildings on the site will be renovated or re-purposed to be compatible with the proposed program. Two other wood buildings will be more closely evaluated to determine their reuse potential during the planning process. These buildings will be primarily used as teaching spaces, which is compatible with their current design. All renovated buildings will include state of the art labs, communications and data systems. The shell of the 1922 OMHS Building will be saved, a new roof installed and the exterior restored to match its historic configuration.
- Four buildings will be demolished, as recommended by the 2007 Master Plan, as they are in an advanced stage of deterioration.
- New construction totaling approximately 150,000 square feet will be required. The functions located in these new facilities will be those that require more specialized design, such as conference spaces, open pavilions, or living quarters for guests. To the extent it makes sense from a master planning perspective new buildings will be constructed on sites of demolished buildings. A good example of this is the site just north of the old Administration Building.
- Agricultural areas and landscaping, which shall include edible landscaping, will be incorporated throughout the site, integrating the building environment and the exterior environment. In addition to field planting, new structures shall include 5 to 8 greenhouse structures that will be used for hydroponics and aquaponics operations and as nurseries and barns to support the field operations. Landscaping will also include botanical teaching gardens, roof top demonstration gardens and hanging gardens.
- An integrated power, water, and waste water system shall be installed. Due to groundwater contamination, the project will bring County water to the site. To reduce use, on-site water collection and recycling will be maximized. Except on the historic 1922 building, roofs of most structures will be utilized for water collection, photovoltaics or roof top demonstration gardens.
- New accessible pathways and parking areas will be constructed. Drainage basins will be dispersed throughout the site to control site drainage. Such sites will be used for dual purposes wherever possible, including for playing fields or edible landscapes.
- Existing perimeter planting on the East side of the site will be generally retained as a buffer from the agricultural fields. The large specimen trees on the school campus will be retained. Clearing of land for agricultural fields will be done.

### **Phase 3: Launch & Operations (Months 25 and beyond)**

TEACH Development estimates that an equity investment of **\$5 million** will be required beyond the development and budget to cover the first year of operations until the TEACH Center becomes profitable. These proceeds will be used to launch the TEACH Center, develop programs and partnerships, promote and market the TEACH Center; and provide working capital for operations (to cover items as salaries and benefits, consulting, services, furniture and equipment leasing, test and evaluation, insurance, software, inventory, supplies, utilities, sales activities, due diligence, planning, contingent construction and capital improvements).

The Project will be financially viable, however, due to the Project's total budget of **\$56 million** (\$51 million for development & construction + \$5 million for launch & operations); Investors will be subjected to an extended payback period. In order to provide a more attractive cash flow and payback period for investors, we will seek long term loans of 30 years or more to cover the

costs of construction. Due to this fact, as enumerated in the Learning Paragraph below, we will seek a 60-year lease from the County of Maui.

### **Revenue Generation and Financial Viability**

We desire to be inclusive and open the TEACH Center to the public, including the local and international communities, for the enjoyment, inspiration and benefit of individuals, families, students, workers and volunteers. We also intend to provide an active grant and scholarship program as our commitment to the community. While some services and experiences will be free and for community benefit, other services and experiences will require admission or payment. We anticipate generating revenues from the following sources, which will be used to stimulate programs, pay for ongoing operations and provide for a reasonable return for investors:

- Facilities, Co-Working Space and Office Rentals
- Membership Dues for the Optimal Wellness Center
- Spa, Healing and Personal Development Services
- Event and Workshop Registrations
- Tuition for Classes, Training and Certifications
- Entrepreneurial Incubation Equity and Mentoring Fees
- Youth Camp Enrollment
- Restaurant, Community Supported Agriculture and Catering
- Technology Transfers and Licensing
- Phyto-Medicine-Shamanic Healing Remedies
- Visitor and Daily Use of the Campus
- Campus and Staff Housing, Glamping and Camping
- Consulting Services and Research
- Nursery & Agriculture Sales

We are committed to the belief that if we give the community and land great value, that value will be returned. This commitment also extends to working with local non-profits and governments on special programs to solve social problems (e.g., homelessness, drug addiction, obesity, pollution, degradation of arable land, unemployment, costly energy) and increase the quality of life (e.g., improved health, reduction of medical claims, robust economy, self-sufficiency, clean energy generation, sustainability) and the availability of meaningful work committed to serving people and planet.

The consortium of TEACH Development has a well-documented past performance history that will enable it to plan, fund, execute, and complete all the requirements of RFP 14-15. We will re-purpose the OMHS Campus into one which the citizens of Maui and the State of Hawaii will be able to participate, find employment, and otherwise enjoy the benefits of the environment we will create.

## SECTION B – EXPERIENCE AND CAPABILITIES

The following sections comply with the title and numbering requirements of Section 3.01(4)(b):

### **1.0: TEACH Development Members Number of Years in Business [Requirement 4(b)(1)]**

As is evidenced by the resumes at Attachment 3, TEACH is a consortium of individuals with the vision, relevant experience and personal passion to develop OMHS into an exemplary showcase of regenerative planning & design, socially and environmentally responsible business models and systems that create significant benefit for the community, society and the environment.

As contained in the Table 1 below, and in Section B(2) and Section B(5) of this proposal, our consortium brings extensive experience in the fields of regenerative planning & design, architecture, engineering, real estate development, project management, infrastructure design, green technology, construction, finance, law, education, operations, marketing, and program and event development. Our consortium partners have worked on relevant large scale projects including those set forth in Section B (5) of this proposal.

Below is a listing of the TEACH partner companies and the years in business:

Table 1: Team Overview & Benefit to the Use and Repurpose of the Old Maui High School		
Company Name/Consortium Partner:	Company Overview:	Experience & Benefit to the Project:
<b>MELE Associates</b> Mel Chiogioji, Chief Executive Officer www.meleassociates.com	<ul style="list-style-type: none"><li>• 44 Years in business</li><li>• Veteran-owned business</li><li>• Construction management, engineering, general contracting, and telecommunications, alternative energy technologies, National/Nuclear Security</li></ul>	<ul style="list-style-type: none"><li>• Extensive experience since 1999 servicing Hawaiian clients such as Tripler Army Medical Center, Hickam AFB, City &amp; County of Honolulu, Department of Education for Hawaii, Fort Shafter, Hawaii Health Systems Corps Hospitals/Clinics, Waimanalo USDA APHIS, etc.</li></ul>
<b>Regenesis, Inc.</b> Bill Reed, Chief Executive Officer www.regenesis.com	<ul style="list-style-type: none"><li>• 20 Years in Business</li><li>• World Leader in field of regenerative development</li><li>• Mission to transform the development industry into one that “contributes to, rather than undermines,” the health of the planet.</li></ul>	<ul style="list-style-type: none"><li>• Bringing a coalition of pioneers, top educators in the field of permaculture and though leaders in world of business planning and organizational development.</li><li>• Bringing a unique approach to understand the context of the unique patterns of life in the community and its ecological system and thus, how the development and the community can be in a</li></ul>

		<b>sitive and thriving relationship</b>
<b>Mason Architects, Inc.</b> Glenn Mason, Chief Executive Officer <a href="http://www.masonarch.com">www.masonarch.com</a>	<ul style="list-style-type: none"> <li>• 37 Years in Business</li> <li>• Bringing extensive expertise in Architecture, Preservation and Site Planning</li> </ul>	<ul style="list-style-type: none"> <li>• Bringing unique experience based on working throughout the Pacific on culturally sensitive sites and is an award-winning firm well respected for its adaptive reuse of existing buildings and sites. The firm has 9 architects registered in Hawaii, and 20 staff members.</li> <li>• The breadth of its experience is particularly well-suited to this project: adaptive reuse, educational facilities, shops, agricultural structures, assembly spaces, residential and institutional work are common projects in the office.</li> <li>• Clients include the Hawaii Department of Education (3 current projects), the University of Hawaii (2 current projects), the Division of Forestry and Wildlife (2 current projects), National Park Service (2 current projects including one at Haleakala) and the General Services Administration (2 current projects).</li> <li>• Private sector clients include Bishop Museum, for whom we are working on a campus master plan and site improvements, and Kunia Village Development Corporation, for whom we have done research, planning and construction documents that will allow a small pineapple plantation camp to continue to serve as housing for farm workers.</li> </ul>

		<ul style="list-style-type: none"> <li>• Mas Architects has three LEED professionals on staff and is responsible for a dozen LEED certified projects, including one LEED Platinum project for the National Park Service at the Volcano National Park. Sustainable design and preservation are cornerstones of MAI's practice.</li> </ul>
<b>Hobson, Bernardino+Davis</b> Jason A. Hobson Esq. Managing Partner <a href="http://www.hbdlegal.com">www.hbdlegal.com</a>	<ul style="list-style-type: none"> <li>• 6 Years in Business. 17 years of experience in public-private partnerships involving the following tax credits and bonds:</li> <li>• Affordable Housing and Community Development Incentives. Historic Tax Credits. PACE Bond and Renewable Energy Bond. Infrastructure Bonds</li> </ul>	<ul style="list-style-type: none"> <li>• Serves as advisor to financing structures utilizing federal and/or state tax credits and bonds used to finance the infrastructure, rehabilitation of historic improvements.</li> <li>• Jason A. Hobson has developed over 1,200 units of affordable housing in California, Washington and the Midwest.</li> <li>• Experience with development of residential living and wellness-focused community.</li> </ul>
<b>Mark Chasan, Attorney at Law</b>  <b>AWE Global, Inc. (AGI)</b> Mark Chasan, Chief Executive Officer <a href="http://www.aweglobalinc.com">www.aweglobalinc.com</a>  <b>Transformative, Inc. (TI)</b> Mark Chasan, Chief Executive Officer <a href="http://www.transformativecapital.com">www.transformativecapital.com</a>	<ul style="list-style-type: none"> <li>• 30 Years in Business as a Lawyer</li> <li>• AWE - 5 Years in Business</li> <li>• Transformative/Transformative Capital - 7 Years in Business</li> </ul>	<ul style="list-style-type: none"> <li>• AGI provides development, consulting and integration services for regenerative community development.</li> <li>• TI helps eco-social entrepreneurs obtain the resources they need to succeed including, capital, human market and technology resources.</li> </ul>

<b>Engineering Services Network Inc. (ESN).</b> Dennis Groh, Chief Marketing Officer www.esncc.com	<ul style="list-style-type: none"> <li>• 20 Years in business.</li> <li>• One of the fastest-growing small business technology companies.</li> <li>• Veteran-owned business</li> <li>• CMMI® ML 2 for SVC v1.3</li> <li>• CMMI® ML 3 for DEV v1.3</li> <li>• ISO 9001:2008 Certified</li> </ul>	<ul style="list-style-type: none"> <li>• Serve as Subject Matter Experts (SMEs) for the information technology aspects surrounding the project and adoption of evolving technologies.</li> <li>• Bringing extensive network engineering expertise and management solutions encompassing commercial best practices based upon integrated management approach.</li> <li>• Providing the requisite expertise to support all networking, video teleconferencing, and information technology solutions required of a project of this size and scope.</li> </ul>
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Our consortium possesses broad experience in supporting public works, military programs and private sector commercial business. Our organization is free of conflicts of interest and holds itself to the highest standards of professionalism, ethics, skills and desire to create environmental, social and economic benefit. We bring a comprehensive understanding of and experience in the planning, development, completion, and the operations and management of large, complex projects and businesses. Further, we have the complete and comprehensive resources to support all of the requirements of RFP 14-15.

We completely understand and are aligned with the County of Maui's strategy for the future of re-purposing the OMHS campus and have the skills and competence to handle all phases of development, financing and operations.

Through the program management and integration of many complex projects, we have demonstrated that our management processes are scalable to accommodate even the largest and most complex requirements. Our demonstrated ability and experience in collaborating and managing large integrated multi-contractor teams will bring an array of specialized expertise, provide cost savings, utilize industry best practices, and allow us to operate as a seamless whole that functions smoothly and successfully in close partnership with our County and State counterparts.

Upon being awarded the lease agreement or an exclusive negotiation period of 180 days, a special purpose entity will be formed for the development, marketing and operation of the Project, as detailed in the Organizational Formation Paragraph above.

## **2.0 Key personnel Names & Qualifications Summary [Requirement 4(b)(2)]**

Table 2 below contains a high-level summary of the expert qualifications and capabilities of our TEACH Development Consortium members that are considered key personnel for this project. Full resumes and/or bios are included in Attachment 3 for review.



**Table TEACH Development Consortium Expertise**

<b>Name:</b>	<b>Fields of Expertise:</b>	<b>Bio Summary:</b>
Mel Chiogioji	<ul style="list-style-type: none"> <li>✓ Electrical Engineering</li> <li>✓ Construction of Mission Critical Projects</li> <li>✓ Project Management Renewable Energy Infrastructure</li> <li>✓ Energy Efficiency</li> <li>✓ Project Financing</li> </ul>	Dr. Chiogioji (RADM USN ret) as CEO MELE Associates, Inc. has more than 30 years of senior management experience in engineering, construction and project management. His relevant areas of expertise include renewable energy; energy efficiency, economics and financing; industrial waste up cycling, utilization and minimization; and construction management. Mel also brings a wealth of knowledge in government project and program management having served thirty-two years in the Navy and Naval Reserve as a Civil Engineer Corps Officer including six years as a Rear Admiral, commanding mission critical operations.
Glenn Mason	<ul style="list-style-type: none"> <li>✓ Architecture</li> <li>✓ Real Estate Development Planning &amp; Feasibility</li> </ul>	Glenn is president of Mason Architects and has been a registered architect in Hawaii for 39 years. His experience with culturally important sites, educational facilities is well known in Hawaii. He has been Chairman of the Hawaii Historic Places Review Board, and president of Seagull Schools, Bishop Museum Advisory Council, Honolulu Chapter/American Institute of Architects and the Hawaiian Historical Society.
Bill Reed	<ul style="list-style-type: none"> <li>✓ Architecture</li> <li>✓ Regenerative Design</li> <li>✓ Integrative Planning</li> <li>✓ Community Development</li> <li>✓ Clean Systems Integration</li> </ul>	Bill is an internationally renowned sustainability and whole-systems architect, planner, designer facilitator and lecturer. As President of the Integrative Design Collaborative and a Principal of Regenesi, Bill is a leader in evolving green building design and planning to integrate with living systems. Bill served as co-chair of the LEED Technical Committee from its inception in 1994 through 2003; is a member of the LEED Advanced faculty and one of the first of twelve USGBC trainers of the LEED Rating System; a founding Board Member of the US Green Building Council; and served on the national executive committee of the AIA Committee On The Environment. With Regenesi, he has evolved the process of design to help regenerate and harmonize human and 'natural' systems to be in mutually beneficial inter-relationship - with lower capital cost, much faster approval time, and deep community support and development. Bill is widely published and teaches in dozens of universities ranging from Harvard to Univ. of British Columbia, and the Iberoamericana in Mexico City.

Mark Chasan, Esq.	<ul style="list-style-type: none"> <li>✓ Regenerative &amp; Transformative Communities</li> <li>✓ Cleantech, Agtech, &amp; Aquatech,</li> <li>✓ Clean Energy</li> <li>✓ Law</li> <li>✓ Finance</li> <li>✓ Media</li> <li>✓ Internet &amp; Technology</li> </ul>	<p>Mark is the CEO of AWE Global, Inc., which was founded to develop regenerative communities and environments that transform the way we live, work, learn &amp; play in a way that results in positive social, economic and environmental impact.</p> <p>Mark has a track record as 1) an Internet entrepreneur &amp; innovator with a public exit (Founder &amp; CEO of EMusic); 2) a Fortune 25 executive (Leader of IBM's Digital Media Consulting Practice); 3) a lawyer (Special Counsel to Hobson, Bernardino + Davis); and 4) a merchant banker, strategic consultant &amp; finance advisor with experience in cleantech, energy finance, natural brands and interactive technologies, who has participated in over \$200 million of financial transactions (Transformative).</p>
Jason Hobson, Esq.	<ul style="list-style-type: none"> <li>✓ Law</li> <li>✓ Real Estate Development</li> <li>✓ Affordable Housing</li> <li>✓ Tax Credits</li> <li>✓ Bonds</li> </ul>	<p>As a founding partner of Hobson Bernardino + Davis LLP, an "AV-Rated Preeminent" boutique law firm, and former Sr. Attorney at Pillsbury Madison, Jason is an experienced real estate, finance and community development attorney, with 16-years of experience structuring and negotiating public and private capital investment in "community impact" projects across the United States. These projects have utilized Low-Income Housing Tax Credits, Historic Tax Credits, Tax-Exempt Bonds, New Market Tax Credits, Solar Tax Credits, and other public tax and/or development incentives. Jason also developed a \$23 Million Dollar "LEED Platinum" and wellness-focused residential rental community for low-income seniors in the San Gabriel Valley of Los Angeles County.</p>
Jerry Landry	<ul style="list-style-type: none"> <li>✓ Sugarcane &amp; Rice Farming Expertise</li> <li>✓ Information Technology</li> <li>✓ Contract/Procurement</li> <li>✓ Budget/Financial Planning</li> <li>✓ Business Development</li> </ul>	<p>Jerry Landry (Brig General, USAF (Ret)) has been the CEO and President of an Information Technology Company who performed water quality development for the Dept. of Homeland Security, Financial Management for commercial companies and Engine Failure Prognostics for Petroleum and Aviation Companies. He has extensive experience in software development, business process re-engineering and training. He has managed a 2,460 person Software Development (code writing) enterprise, and run a Procurement Agency with over \$2.3 Billion in contracts. He is a retired USAF Brig General.</p>
Dennis Groh	<ul style="list-style-type: none"> <li>✓ Business Development</li> <li>✓ Acquisition/Contracting</li> <li>✓ Information Technology</li> <li>✓ Telecommunications</li> <li>✓ Collaborative Relationships</li> </ul>	<p>Dennis is currently the Chief Marketing Officer for a Veteran Owned company – Engineering Services Network (ESN). He has over 40 years of executive management experience in supporting large government programs for multiple agencies. In particular DISA (Defense Information Systems Agency) \$5Billion DOD &amp; civilian agencies for telecommunications and IT. He has led all business</p>

	<ul style="list-style-type: none"> <li>✓ Program Management</li> <li>✓ Property Management</li> <li>✓ Real Estate Development &amp; Planning</li> </ul>	development efforts for many civilian entities – SAIC, Boeing, RSIS, CSC, Siemens, to name a few. He has been across large government agencies in areas of constructions for GSA buildings, USDA field offices, and several other Federal agencies.
Gerry Jordan	<ul style="list-style-type: none"> <li>✓ Acquisition</li> <li>✓ Procurement</li> <li>✓ Contracting</li> <li>✓ Telecommunications Information Technology</li> </ul>	Gerry is an experienced acquisition/procurement professional. He has held numerous positions during his career with the Defense Information Systems Agency (DISA). In addition to managing DISA procurement functions at Falls Church, VA and Scott AFB, IL, he successfully completed assignments in HI and Germany. He is a contracting expert with a Defense Acquisition Workforce Improvement Act (DAWIA) Level III Certification in Contracting, a member of the Department of Defense Acquisition Corps, and held an Unlimited Contracting Officer Warrant. In addition to hands-on contracting experience, he was responsible for developing and maintaining procurement policies and procedures for DISA's five contracting offices. He has used his extensive technical knowledge of telecommunications and IT products and services to assist customers in developing requirements documents for procurements and serving as the Project Manager for a multi-billion dollar IT solutions acquisition. He is recognized as a skilled organizer, planner, and problem solver. He is currently employed by CACI Dynamic Systems, Inc. as an Acquisition Analyst, Principal, where he provides procurement policy and procedure support to a Federal Government agency.
Scott Dillon	<ul style="list-style-type: none"> <li>✓ Information Technology</li> <li>✓ Contracting Expertise</li> <li>✓ Procurement</li> <li>✓ Financial Management</li> <li>✓ Budget Formulation</li> <li>✓ Budget Execution</li> <li>✓ Accounting Finance</li> <li>✓ Financial Analysis &amp; Reporting</li> </ul>	Scott served as Comptroller and Financial Manager for the Defense Information Technology Contracting Organization (DITCO) for the past 25 years. DITCO manages a diverse portfolio of global IT contracts valued at over \$5 billion including local contracts supporting Hawaii and the Pacific theatre. He managed over 100 federal employees and contractors performing financial management mission and functions at four, global DITCO operating locations including Ft. Meade, Maryland; Scott AFB, Illinois; Pearl Harbor, Hawaii; and Sembach, Germany. He is currently starting a second career as a teacher/instructor, private consultant and master gardener.



### 3.0: References [Requirement 4(b)(3)]

Table 3 below, is a listing of references reflective of our abilities to successfully develop and operate the TEACH Center. Our team was carefully selected for our ability to provide the oversight and management of this project to make it a success. The combined capabilities of our consortium provide us the ability to effectively develop, manage, and provide the financial resources needed for development of this project.

<b>Table 3: TEACH Development Consortium References</b>			
<b>Consortium Member:</b>	<b>Reference Name, Title &amp; Company</b>	<b>Contact Info (Tel, Address &amp; Email)</b>	<b>Summary of Work &amp; Reference:</b>
MELE Associates <ul style="list-style-type: none"> <li>Mel Chiogioji</li> </ul>	Ahmad Sadri, P.E., Energy Recovery Administrator, H-POWER Environmental Services Department	H-Power Environmental Services Department, Honolulu, HI <a href="mailto:asadri@honolulu.gov">asadri@honolulu.gov</a> Phone: 808-768-5454	MELE Associates, serving as the construction management firm, provided oversight of more than six subcontractors to accomplish all H-Power tasks. MELE oversight included building two bag houses, and disconnecting and demolishing electrostatic precipitators.
Mason Architects, Inc. <ul style="list-style-type: none"> <li>Glenn Mason</li> </ul>	Blair Collis, CEO, Bernice Pauahi Bishop Museum	1525 Bernice Street, Honolulu, HI 96817-2704 <a href="mailto:bcollis@bishopmuseum.org">bcollis@bishopmuseum.org</a> Phone: 808-848-4142	Mason has worked with Bishop Museum since 2006, completed 3 phases of improvements to Hawaiian Hall, one phase of site improvements, and has been working with the Museum on its master plan, and several other projects on campus.
Regenesis <ul style="list-style-type: none"> <li>Bill Reed</li> </ul>	Anthony Sblendorio, CEO, Ecological	<a href="mailto:anthony@ecologicalgroup.com">anthony@ecologicalgroup.com</a> Phone: 908-334-8520	Provided Integrative Process Design and Management. Story of Place – Land and Community Assessment. New Jersey and New York For Profit Development projects.
Transformative <ul style="list-style-type: none"> <li>Mark Chasan</li> </ul>	John Kinney, CEO Clean Fund, LLC	2330 Marinship Way, Suite 100 Sausalito, CA 94965 <a href="mailto:john.kinney@cleanfund.com">john.kinney@cleanfund.com</a> Phone: 415- 517-2582	Clean Fund is a specialty energy improvement finance company and a leader in providing PACE financing. Initially provided advisory services and business development to help the company grow to a leader in PACE financing and joined the company as General Counsel & VP of Business

			<p>Development in September, 2013. Duties for Clean Fund included helping develop the business plan, recruiting key executives, introducing high visibility projects, raising equity and debt financing, as well as providing legal negotiation, review and document drafting. Participated in over \$65 million in financing, built a sales pipeline of over \$25M and brought financing opportunities of over \$200 million.</p>
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**4.0: Listing of judgments, pending lawsuits or legal actions [Requirement 4(b)(4)]**

Our team is free of any known judgments, pending lawsuits or legal actions and we do not have any organizational conflicts of interest associated with supporting this project.

**5.0: Projects similar to those described in this RFP 14-15. [Requirement 4(b)(5)]**

TEACH Development's management have had significant experience in developing large, mission-critical projects for both the private and public sector and have substantial experience in Hawaii. Please refer to Attachment 2 for a detailed listing of projects (identified on requested form) that have been completed that are relevant in mission and scope to those described in this RFP. This clearly reflects our experience and understanding of large scale projects of equal scope and criticality to the environment.

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## **SECTION C – PROJECT APPROACH, TIMELINES & COMPLETION**

### **1.0: Project Description, Vision, Purpose & Alignment**

Provided below is our high-level understanding and approach to meeting the requirements of the use and repurposing of the campus of OMHS school as outlined in the RFP.

The County of Maui and the State of Hawaii are seeking (per RFP 14-15), the development of a "...sustainable community environmental education facility and the implementation of the Patsy Takemoto Mink Center." Executive Order (EO) 4343 requires that the land be used for Social Purposes, Education, Agricultural and Related Support Purposes. The Master Plan Outlines the following uses:

- Agriculture
- Renewable Energy Demonstration
- Youth Camp
- Conference Center
- Historic/Cultural Center

TEACH is in alignment with both the purposes articulated by EO 4343 and the Old Maui High School (OMHS) Master Plan (developed by Chris Hart and Partners, and written for the Friends of Old Maui High School). We desire to go further than EO 4343 and the Master Plan by utilizing integrative, permaculture and regenerative approaches to planning, design, development and operating the OMHS. We are certain that these approaches will result in a valuable and repeatable development process that demonstrates a synergistic, value-adding relationship between the land, agriculture, renewable power/water/wastewater/waste infrastructure and the local environment to foster the greatest social and ecological benefit.

We will incorporate all of the above listed OMHS Master Plan tenants into our program. This will serve to meet the objectives of the Friends Of Maui Group, is responsive to RFP 14-15 and EO 4343, and will serve the Citizens of Maui in a responsive and practical manner; one in keeping with the Hawaiian Culture, the original purpose of the site, and maintain a culture of the "Old Hawaii" well into the next century.

### **1.1: Functional Centers, Built Environment & Infrastructure**

There are currently 16 buildings on the campus of the Old Maui High School. Of those, four will require demolition because of their advanced state of deterioration, leaving 12 buildings, all of which will require some degree of rehabilitation and hazardous materials remediation. Table 4 below provides a description and function of each functional center, along with the square footage allotted for this space.

In addition to the rehabilitation of the existing building on campus, new construction will be required. We anticipate the construction of the Project, when completed will consist of 200,000 square feet costing \$51 million.



<b>Table 4: Functional Centers, Build Environments &amp; Infrastructure</b>			
<b>Description:</b>	<b>Benefit/Functions:</b>	<b>Square Feet</b>	<b>Acreage</b>
Center for Agriculture & Permaculture (Greenhouses, Barn/Warehouse, Fields & Edible landscaping)	A portfolio farm of organic foods, phyto-medicines and bio-fuel feedstock's. The organic crops will be utilized to feed community members and for the onsite organic restaurant. This will also serve as facility for agricultural education, training and certification, including permaculture design and farming, biofuel crops and processing, and ethno botanical and theme gardens that provide plants and herbs for health, healing, beauty and quality of life. There will also be demonstrations of integrated systems, roof top gardens, vertical gardens, hydroponics, seaponics and aquaponics.	32,000	13
Center for Living Technologies, Local Economy & The Regenerative Society	This center focuses on researching, developing, prototyping, demonstrating and teaching new "Living Technologies "in the areas of 1) water conservation, purification & healing, 2) energy efficiency & storage, 3) renewable energy generation, 4) increased organic crop yields and agricultural productivity, 5) organic and value-adding pest control, 6) utilization and upcycling of waste for energy, building materials and soil amendment, 7) soil & water remediation, 8) increasing supply efficiency, 9) reduction of greenhouse gasses, 10) ecosystemic & bio wellness, 11) seaponics, aquaponics and hydroponics	15,000	2
Center for the Study of Hawaiian and Other Native Land Use Practices	The Center will demonstrate how the Hawaiian ahupua'a concept of land use can provide guidance to land stewardship in the future. It will showcase the spiritual and natural forces that made this system successful. Other native wisdoms from around the world shall be integrated into the program for the Center, which will focus on the preservation, integration and evolution of the ahupua'a and other native wisdom. The Center will provide a platform for those philosophies that result in the thriving of people, animals, land, and ocean.	5,000	1

Optimal Wellness, & Personal Development Center	Health Club, Spa, Natural Fitness, Hydrotherapy, Basketball, Volleyball & Water Sports, Diet & Nutrition, Counseling, Mindfulness/Yoga, Relationships, Embracing Diversity	23,000	0.05
Amphitheater, Stage and Park	Cultural events such as music, theatre, dance, drum circles, inspiring speakers, food fairs & community gatherings	5,000	2
Conference Facility	Multi-Purpose facility to hold larger indoor events such as workshops, local trade events, town-hall meetings, movies, performance art, trade shows, conferences and think tanks	22,000	1
Youth Camp	Applied and practical education, experiences and gatherings focused on K-12 that provide youth an opportunity to engage with nature and society and develop skills that will help them transform the world, start eco-socially responsible companies and/or prepare themselves for meaningful work in the regenerative economy	6,000	1
Eco Social Entrepreneurial Center	Incubate, mentor and finance eco-social entrepreneurs and companies that provide economic, environmental and social benefits to the Islands and to society	14,000	0.5
Restaurant, Patio Dining & Teaching Kitchen	Focus on serving gourmet fresh, farm-to-fork, organic food, raw, vegetarian, Hawaiian, pacific rim cuisines, as well as functional foods & beverages, diet, nutrition and health and doing classes on healthy diet and cooking to improve the health of the local community	7,000	0.25
Hospitality	Providing accommodations for immersive experiences, extended stays for speakers, performers, teachers, students and workshop attendees	35,000	1
Caretakers & Workers Housing	Provide on-site location for caretakers and workers	24,000	0.5
Applied Education Center	Education, Certification and Capacity Building in all of the foregoing with a focus on providing practical experiences and skills that translate directly meaningful work, societal benefit and personal growth	9,000	0.25
Reception Center, Museum & Retail (Gift Shop)	Provides a location for the public to learn about the center, its development process, its systems, schools, experiences, events, etc.	6,000	0.25
Administration	Executives and Project Management, General Administration	3,500	0.25
<b>TOTAL</b>		206,500	23.5



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## 1.2: Infrastructure

While the site consists of buildings and other structures in various states of repair (all of which require renovation, or in the case of four buildings, demolition), the OMHS Master Plan also details various infrastructure improvements. In addition to the rehabilitation of existing building and the construction of new facilities, our team will install the following infrastructure systems in accordance with existing local, state and federal standards:

*Integrated Water, Storm Water, Wastewater and Fire Protection Systems:* The site is not connected to any water delivery system or to the County of Maui Water Authority. The project will require a source of potable water. As indicated in the OMHS Master Plan, it is suspected that the water available to the OMHS Campus is contaminated. We will conduct standard tests to ascertain if this is the case. If the water is in fact contaminated, then we will drill a water well using Environmental Protection Agency (EPA) standards to the depth required for an adequate source of water. To this water well, we will attach a Filtration System and Water Purification System (again in accordance with EPA standards), to remove both organic and inorganic contaminants from the well water. All of these systems are commercially available, will be sized to meet the capacity designs of the campus, and will meet all local, state and federal codes.

In order to demonstrate innovative technologies and approaches to water production, conservation, recycling and reuse, we intend to utilize an integrated system consisting of the following:

- Well water and purification systems
- Water catchment, water collection ponds & reservoirs,
- Grey-black water recycling, tertiary treatment of wastewater with anaerobic digestion for waste-to-energy, separation and sanitization of water and wetlands purification
- Separation systems that utilize sanitized black water for non-edible agriculture, gardens and landscaping and grey water for toilets and edible agriculture, gardens and landscaping
- Atmospheric water
- Water Well with a Filtration, and Water Purification capability.
- Cost effective water treatment without resorting to Chlorine treatment for safer bactericide, improved descaling and reduced water waste.

*Integrated Solid Waste Treatment:* There are no provisions on site for any drainage, or for the disposal of solid and waste water (sewage). The solid mass from the wastewater systems will be utilized for energy and then dehydrated, sanitized, separated and mixed with food waste for non-edible compost. During our planning and design process, we will determine the systems exact requirements and capacity. We are currently considering either a "GE Packaged Plant" or a "Living Machine" system as the foundational system. These are state of the art pre-packaged facilities that are scalable and can be readily increased if demand grows over time. The advantages of GE Packaged Plants is that they pre-engineered and delivered as a package, dramatically reducing installation cost and lead time.

*Renewable Power Systems, Photovoltaic and Electrical Service:* The site is currently served by the Maui Electric Company (MECO). Arrangements will be made with MECO for the provisioning of electrical capacity sized to the repurposed facility to the extent that such power is required. We intend to generate power onsite using renewable energy sources, primarily photovoltaic solar, and use the utility power grid as a backup and for net metering.

*Agricultural Heritage, maculture & Agritech:* The site is surrounded by an agricultural environment. Our plan is to maintain the agricultural heritage and exceed the previous growing, yields and agricultural uses. Our plan is to integrate agriculture throughout the site in the form of a 13 acre farm, edible landscaping, botanical gardens, theme gardens and demonstrations of living walls, hanging gardens and rooftop gardens. Additionally, our integrated energy and water systems will showcase the natural capital of living systems. We will use agricultural techniques such as xeriscaping and permaculture to plan, prepare, cultivate and sustain the native soil and landscape. Xeriscaping is used today on Maui both commercially and residentially. Xeriscaping incorporates seven basic principles which lead to optimal water conservation including:

- Planning and design,
- Soil analysis,
- Practical turf areas,
- Appropriate plant selection,
- Efficient irrigation,
- Use of mulches, and
- Appropriate maintenance.

We will also take advantage of the latest advances in the use of permaculture. The goal is to combine the best of natural landscaping and edible landscaping to develop a site that integrates human activity with the natural surroundings of the Campus to create a highly efficient and self-sustaining ecosystem. Our vision includes botanical and themed gardens, rooftop and hanging gardens and aromatherapy plants grown indoors. Ever mindful of the Hawaiian culture, we also plan to take full advantage of locally grown food knowledge and inculcate that into the Campus. Finally, in the area of agricultural technology, we envision a world class Research and Development Center to bring together farmers and growers with scientists, technologists and entrepreneurs to create a global think tank in agricultural technology.

*Demonstrations of Working Sustainable Energy Technologies & Integrated Systems:* We will provide both indoor and outdoor demonstrations of our integrated systems including demonstrations of the following:

- A biofuels testing and demonstration facility where potential biofuel crops will be grown on a small scale and tested for the feasibility of bio-diesel production.
- New power and storage systems
- “Living Microgrid” that integrates power, water, waste, agriculture and building
- Regenerative planning & design and whole systems approaches

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### **1.3: Social Environment    Operating Considerations**

In addition to the functional uses, built environment and infrastructure of the Project, there are specific guidelines required by The County of Maui, which we agree to implement and monitor for compliance throughout the various phases of the project. These include but are not limited to guidelines for licenses and permits, registration requirements, taxes, etc.

We have also reviewed the results of project *Focus Maui Nui, Our Islands, Our Future*, and the vision, core values and key strategies that will lead Maui County into the future. We have incorporated many of these same guiding principles throughout our proposal and business model approach. These include:

- Being an innovative model of sustainable island living and a place where every child can grow to reach his or her potential.
- Ensuring the needs of each individual, the needs of natural and cultural assets, and the needs of the whole community are brought into balance to reflect the extremely high value we place on both the land and its people.
- Fostering the education and well-being of young people to ensure that those born on the islands can, if they choose, spend their whole lives there and take advantage of opportunities to contribute to the community and to be good stewards of the local treasures.
- Becoming a leader in the creation of responsible, self-sufficient communities and environmentally sound economic development.
- Improving education by fostering the development of young people, to create more economic options in the future, and to strengthen the ability of local residents to direct the islands' future.
- Protecting the natural environment by ensuring that precious resources exist for future generations, to preserve the beauty of the islands, and to maintain the distinct rural identity and tradition of Maui Nui.
- Maintaining the quality of life on the islands and to ensure local residents have the chance to move easily throughout the islands. Infrastructure challenges, particularly transportation, must be addressed.
- Providing quality and fulfilling jobs for local residents, broadening the tax base, and providing Maui Nui with the financial resources to accomplish its goals.
- Passing history and culture down to future generations and to ensure a healthy community in the years ahead.
- Taking an inclusive approach that provides the public access to the TEACH Center.

In addition to the functional uses, built environment and infrastructure of the Project, there are specific guidelines required by The County of Maui, which we will implement to monitor for compliance throughout the various phases the project.

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#### **1.4: Other Considerations**

In our project review we have developed a listing of other considerations that include the following:

1. *Balanced Utilization.* The site will maintain a balance between public and private utilization by serving the thriving and benefit of both the community and the land. The private usage is intended for public benefit and will be focused on regenerative approaches, agriculture, green job training, living & green technologies, eco-social entrepreneurialism, optimal wellness and preservation of ancient Hawaiian and other earth cultures. We desire the site as a place for locals and tourists to gather, picnic, enjoy the beauty and participate in classes, events, seminars and workshops, as well as develop companies and technologies that benefit humankind and planet.
2. *Environmental Compliance.* One of the critical issues we recognize in repurposing the OMHS Campus is the requirement to insure that we comply with all local, state and federal environmental compliance requirements (e.g., Environmental Impact Statements, Certifications, permits). Our team has extensive experience in this arena and will be fully compliant in all actions we take on the Campus.
3. *Toxic Remediation.* A critical consideration we will be correcting, as needed, during our upgrade of the OMHS Campus, is Toxic Remediation. During our initial evaluation of the OMHS Campus we believe that there may be several areas of potential toxins on site and additional evaluation is required. Areas of concern include the following:
  - The existing buildings have extremely old floor tiles in place. It is a virtual certainty that these tiles, counter surfaces, and other places where tile is located contain asbestos. (This is because virtually all tiles manufactured prior to the 1950s contained asbestos.) These materials will need to be removed, and our team has experience in safely handling, transporting and disposing of hazardous materials.
  - Some of the exterior and interior of the existing buildings have been painted at some time in the distant past. It is a virtual certainty that the paint used at that time contained lead. (This is because virtually all paint manufactured prior to the 1950s contained lead.) All the existing paint will have to be removed from the buildings and any other areas containing old paint (e.g., fence posts, signs, walkways).
  - We have obtained old reports that indicate that the ground water on the OMHS site has been contaminated by chemicals and other products used in the surrounding agricultural farmland. If those reports are in fact correct (a condition we will test for), then we will take action to make the sources of on-site water we will provide (with the water well and filtration system described above) are in fact safe. If needed, we have water monitoring systems that can quickly alert and react to a number of contaminants to reduce risk to consumers and avoid incidents such as the spill more than a year ago in West Virginia which sickened hundreds of families.

4. *Landscaping.* Existing perimeter planting on the East side of the site will be generally retained as a buffer from the agricultural fields. The large specimen trees on the school campus will be retained. Clearing of land for agricultural fields will be done. To the greatest extent possible, landscaping on site will be integrated with the agricultural emphasis of the site, and will include species that are edible. Indigenous or Polynesian-introduced plants will be used for most of the landscaping.
5. *Employment Considerations.* A specific and positive by-product of our repurpose of the OMHS Campus is in the realm of employment. As the campus is upgraded and new facilities are opened, these facilities will need to be staffed. While exact staffing levels for each facility have not yet been determined, it is certain that we will provide significant employment for the citizens of Maui and the State of Hawaii. In addition to dedicated professional staffing for each of the activities we will provide (see all of the above), we will have requirements for Grounds, Facilities, and System Maintenance personnel, and for Janitorial, Security, and similar professions. Upon completion, we estimate a requirement for the employment of over 50 people. While the majority of these jobs will be full time employment, it is certain that we will provide part time or seasonable employment to local students, young adults, and anyone else desiring to work. As in prior development work, we will be competitive in our employment practices. We recognize that a well paid employee is a productive employee, and we want productive employees.
6. *Non Discrimination Policy.* Our team has a long standing policy of non-discrimination. We will follow, to the letter, all applicable local, state and federal statutes, rules, policies, and regulations regarding non-discrimination. Our policy, succinctly stated, is that, "We will not discriminate against anyone for any reason, nor will we tolerate anyone who does."

#### **1.5: Social & Environmental Benefits & Outcomes of Project**

Our objective is to create an exemplary showcase that generates significant environmental, social and economic benefits for the local community, the Hawaiian Islands, society and for the planet including the following:

- Improve health & wellness of the community
- A beautiful and inspiring place for community gatherings and events
- Increase community engagement, collaboration and unity
- Increase eco-tourism and wellness tourism
- Preserve Hawaiian and other ancient wisdom and cultures
- Training and certification in new "living technologies" and green jobs
- Help heal and remediate the land and water
- Stimulate a robust local economy by increasing agricultural production and diversity, local renewable energy generation, increasing green skills and capacity, incubating eco-social entrepreneurialism and businesses.
- Increased renewable energy infrastructure and water conservation
- Higher crop yields
- Healing and remediation of the land, wetlands, waters, ocean, reefs and fisheries
- Provide an exemplary and repeatable demonstration for developing infrastructure, built environments, communities and cities that have a net positive ecosystemic impact.



### **1.6: Project Timelines**

Our team will work closely with the County of Maui to collaboratively develop a project schedule and agreed upon project milestones within our project management plan and development of an Integrated Master Plan and Schedule that will guide the development and implementation of this project. Collaboration with the County of Maui will minimize risks to the project by ensuring requirements for plans, permits, and approvals are thoroughly understood, as well as realistic timelines and actions that can be taken to expedite processes.

The Integrated Master Plan (IMP) and the Integrated Master Schedule (IMS) are important program management tools that assist with the planning and scheduling of work efforts and achieving project milestones. The IMP documents the significant accomplishments necessary to complete the work and ties each accomplishment to a key program event and the IMP is expanded to a time-based IMS to produce a networked and multi-layered schedule showing all detailed tasks required to accomplish the work effort contained in the IMP. We will develop a detailed Project Management Plan, IMP, and IMS to guide this project to success.

Table 5 below depicts an initial IMS that will be developed working in collaboration with the County of Maui. This schedule assumes no force majeure and expeditious cooperation with the County and State.

<b>Table 5: Integrated Master Schedule Timeline</b>		
<b>ACTION</b>	<b>START DATE</b>	<b>COMPLETION DATE</b>
Award lease to TEACH	March 2, 2015	June 1, 2015
Pre-Development & Design Phase	June 2, 2015	March 1, 2016
Equity and debt financing fundraising for full funding (\$50M)	July 1, 2015	February 1, 2016
Obtain entitlements permits and plan approvals from County of Maui	September 1, 2015	February 1, 2016
RFPs, Selection Process and Finalization of Contractors	November 1, 2015	March 1, 2016
Infrastructure & Agriculture	March 1, 2016	December 31, 2016
Construction of buildings resurface roads and highways, and restore Paia by-pass	January 15, 2017	January 31, 2018
Deliver and install all FF&E interior furnishings	February 1, 2018	March 1, 2018
Complete final punch list	March 1, 2018	June 1, 2018
Staff Training & Marketing	March 1, 2018	June 1, 2018
Soft opening	July 4, 2018	July 4, 2018
Grand opening	August 1, 2018	August 1, 2018

The primary success factor for our projects has been the use of open communications for early identification and resolution of issues to achieve a successful outcome for our projects. This open interface will provide an opportunity for the County of Maui to offer both formal and informal input regarding the project schedule. Continuously applying lessons learned from every previous project we have completed assists us in perfecting our management of projects as we constantly strive for process improvement and risk elimination or mitigation.

#### **1.6a: Development Timelines**

We propose the following major actions to repurpose the Old Maui High School in accordance with the OMHS Master Plan, RFP 14-15, and EO 4343. Upon being awarded the lease or an acceptable exclusive negotiation period, TEACH will engage in the following:

##### **1.6a(1): Pre-Construction**

- Form and fund a special purpose entity
- Conduct a whole system, socio-ecological community and site assessment and community engagement process. This consists of a permaculture assessment and community development process. This work will be accomplished with our team and retained expert consultants
- Develop a preliminary business plan, financial models and initial relevant planning studies including community, culture, market, feasibility
- Comprehensive on-site evaluations, studies (environmental, traffic, flows, systems, structures)
- Develop the TEACH Master Plan utilizing Integrative Planning, Design & Project Management (IPDMP) approaches. We anticipate that the TEACH Master Plan that would encompass what the Friends of Old Maui High School envisioned for the site with expanded functionality and benefits in alignment with the expanded and integrated vision of TEACH to best serve the community and the environment (in keeping with the tenants of RFP 14-15).
- Architecture and engineering
- Develop a detailed project management plan for scheduling, obtaining, allocating and committing resources (e.g., financial, human, materials, technology, equipment) to successfully convert the site to a full blown agricultural, educational, living technologies, recreational, renewable energy, and historical/cultural/conference center facility; a facility that provides added value for the citizens of Maui and the State of Hawaii, enhances employment opportunity at the site, and provides a funding source for the citizens, the county, the state, and our company.
- Obtain all required entitlements, use and building permits
- Develop RFPs and obtain bids for the development of the site

##### **1.6a(2): Construction**

MELE Associates offers professional construction management services that will be tailored to the size and complexity the OMHS project—and backed by a corporate commitment OMSH stakeholders, the land, and to total quality management.

On complex assignments involving numerous buildings and contractors such as this site, MELE's construction management services typically begin during design, and include:

- Schedule and budget evaluations

- Value engineering
- Constructability reviews
- Accuracy checks on cost estimates
- Weighing project alternatives
- Structuring bid packages for best value, quality and price construction
- Contracting
- Project Construction
- Monitoring and coordinating daily construction activities

MELE's construction engineering and inspection services personnel are experts in monitoring the quality of construction work and documenting the materials, labor and equipment used.

### 1.6a(3): Operations Timeline

One year before opening the TEACH Center, we will, in parallel, start interviewing and scheduling the retention of management, teachers and engaging in contractual negotiations for performers and events, while closing financing for operations. Six months prior to opening, we will start training the TEACH Center staff. Approximately 3 months prior to open, we will install FF&E and have regular and hold focus groups to review our performance. After opening, we estimate that the TEACH Center will take approximately two years to reach stability and five years to reach leveled growth.

### 1.6b: Financial Timelines

TEACH estimates that the aggregate total of the project will be **\$56 million**, including a development budget will be \$51 million, plus \$5 million for initial post-opening operation expenses to be used for the following purposes and phases described below:

#### Pre-Development & Design Phase (Months 1-9)

The Pre-Development & Design phases will require **\$3.25 million** in equity financing for the following purposes:

Rent During Construction	\$1
Studies (e.g., Feasibility, Market, Infrastructure, Environmental, Traffic)	\$232,000
Architect Fees	\$743,220
Engineering and Consultants	\$990,960
Miscellaneous Consultants	\$265,436
Consultant Coordination	\$68,128
Printing/Reimbursable Expenses	\$8,750
Permits & Fees	\$52,500
Insurance	\$3,500
Utilities During Construction	\$1,250
Legal & Accounting	\$52,500
Computers & Software	\$25,000
Pre-Opening Program Dev., Staffing & Training	\$225,000
Project Administration	\$212,348
Fundraising Costs	\$150,000
Contingency	\$223,050
<b>TOTAL</b>	<b>\$3,253,643</b>



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#### Contracting & Construction Phases (Months 10-24)

We estimate that the Contracting & Construction Phases will require an additional **\$47.4 million** with a projected Loan to Value (LTV) ratio of 60%. Thus, we will be required to raise equity financing in the sum of round in the sum of \$20 million and debt financing in the sum of \$30 million. We intend to also explore private-public partnerships for privately funded infrastructure and environmental improvement bonds using Property Assessed Clean Energy (PACE) and other tax-backed bond structures. The funds will be used as follows:

- RFP drafting and process
- Site cleanup and preparation
- Demo & remodeling
- Grading and Landscaping
- Agriculture, Farm, Edible Landscape, Theme & Botanical Gardens Roof Top & Hanging Garden Demonstrations,
- An integrated power, water, waste water, waste infrastructure
- Built environment for the functions and sq. ft. we discussed
- Lighting, parking, hardscape
- Pools and water features

#### Launch & Operations (Months 25 and beyond)

TEACH estimates that an additional equity investment of **\$5 million** will be required to 1) launch the TEACH Center; 2) develop programs and partnerships, 3) promote and market the TEACH Center; and 3) provide working capital for operations to cover such items as salaries and benefits, consulting, services, furniture and equipment leasing, T&E, insurance, software, inventory, supplies, utilities, sales activities, due diligence, planning, and contingent construction and capital improvements in the first year of operations, until the company becomes profitable.

We believe that the Project will be financially viable; however, due to the Project's total budget of \$56 million, investors will be subjected to an extended payback period. Due to this fact, we will seek a 60-year lease term with the County.

#### 1.7: Integrative Planning, Design & Project Management

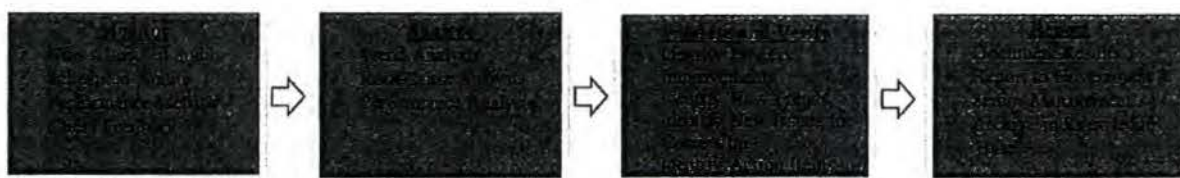
To accomplish these objectives, we will apply Integrative Planning, Design & Project Management (IPDPM) process to control, construct, implement and complete the overall project. IPDPM takes a holistic approach that honors the vision and its evolution through community engagement, the land, investors, the project team, the community and the patrons of the project. IPDPM consists of taking vision, ideas, objectives, requirements, and desires and converting them into a planned, resourced and funded project that is on-time and in-budget. While there are numerous ways to manage large programs/projects, the IPDPM process used by TEACH consists of ten interrelated stages: 1) Project Purpose & Visioning, 2) Project Assessment & Due Diligence, 3) Community Engagement, Permaculture Analysis and Research, 4) Integrative Planning, Design, Architecture & Engineering, 5) Business Plan, Financials and Initial Financing, 6) Obtain Entitlements & Permits, 7) Budgets & Financing, 8) Project Controls, Timelines & Construction, 9) Operational Training & Marketing, and 10) Open and Operate.

TEACH has extensive experience with IPDPM and each of the 10 stages referenced above. Our Integrative Design Facilitator, Bill Reed, is the co-author of the seminal work on Development

**Designated TEACH Program Manager:** Mr. Stephen Langham of MELE Associates is our designated Program Manager (PM) for this project, and he will lead the effort and provide guidance to all team members. He has the necessary credentials and the management expertise to lead this effort and ensure a successful project outcome. He is responsible for all project management and reporting requirements of the Performance Work Statement (PWS). Our PM is an expert in managing projects and building the right teams to support program success. Our team will be responsive, agile, and capable of performing all requirements. His experience includes a 40 year career of project development work. His projects have included schools and educational facilities, mixed use developments, and municipal facilities. His expertise includes having performed development planning including managing both local planning firm and national urban planning service under a federal grant, secured financing, established budgets including operating and capital, developed schedule, managed planning, permitting, design and construction of infrastructure to support mixed use development.

**Subcontractor Management and Control:** Under the direction of the PM, our team partners will provide personnel to support this project. Stephen Langham has the demonstrated experience in managing multiple subcontractors. Under the direction of our PM, the framework in Figure 2 below will be used to manage the team ensuring program success.

**Project Performance Metrics and Reporting:** Our performance management and improvement process is based on industry best standards, work experience, and practices and will incorporate processes that are in place to support the project. Our performance-based management is a systematic approach to performance delivery and improvement through establishing performance objectives; measuring results; collecting, analyzing, reviewing, reporting performance data, and using skillful management and leadership to provide empowered proactive performance. Our approach offers a framework for empowered, proactive performance improvement and the conceptual framework for our Performance Management is depicted in Figure 2 below:



**Figure 2: Performance Analysis and Reporting**

In support of this project we will develop a detailed Project Management Plan (PMP) that will be further refined with Government input and collaboration from the County of Maui and its stakeholders upon contract award. The PMP is intended to provide guidance on the management of this project. This PMP has been tailored from the Project Management Institute's Book of Knowledge. It describes in detail the project approach, organizational resources, and management controls to be employed to meet the cost, schedule, and performance requirements associated with this project. It focuses on the long-term financial viability of this project and outlines how this project will be self-sustaining once up and running. The goal is to develop this project so that it does not rely on Government funding.

Successful programs begin with consistent communication and well-managed meetings – our TEACH team utilizes industry best practices and tools to successfully coordinate, support, and conduct meetings. Meeting planning and facilitation services focus on reaching client organizational goals and objectives at each meeting through the use of facilitation guides, charts, meeting notes, checklists, and documented processes.

In addition, meetings are also managed from a master scheduling perspective so meeting times are coordinated to fit the schedules of required team members. Lastly, our team understands that not all project information is appropriate for large-scale consumption and therefore works closely with the County of Maui to manage what information is disseminated to what audience. This is accomplished through the following:

- Agendas with defined timeframes, outcomes and participants;
- Meeting minutes and action items provided to all participants;
- Action items and statuses obtained in each meeting are included in a centralized action item list for each project and reviewed daily; and
- Integration of meeting data and action items is done following each meeting thru e-mail or face-to-face meeting.

### **1.8: Examples of Project Reports and Deliverables**

We will provide the Project Reports described in Table 6 below to the authority that is stipulated as our primary client for review.

<b>Table 6: Project Reports &amp; Deliverables Examples</b>	
<b>Notional Reporting Deliverables:</b>	
✓	Project Management Plan
✓	Weekly Status Report
✓	Monthly Report
✓	Integrated Master Schedule
✓	Risk Management Report

Our weekly status reports, integrated master schedules, and monthly reports are key for project reporting to our customers and will be submitted electronically.

Project reports will include a documentation of the issues, progress and accomplishments of the project broken down by task element, and any problems as well as a description of how the problems were resolved. We are committed to providing timely and accurate reports for this project.

### **1.9 Risk Management**

We will proactively identify, analyze, and mitigate risk for all work performed or to be performed under this project, and do this through the development of a “Risk Management Plan”. This proven approach to risk management focuses on anticipating and preventing risk from the start

by applying proven methodologies and tools, and executing a disciplined approach, consistent with CMMI and best practice models, for assessing and controlling risks throughout the life of the project. We have developed an initial list of risks, and examples of corresponding mitigation actions. A full Risk Register will be developed in collaboration with the County of Maui, and updated in ongoing monthly progress reports and meetings.

We utilize two (2) major processes for our risk management approach, which are continuous and inter-related, as follows:

- **Risk Assessment Process:** Includes Risk Identification, Risk Analysis and Risk Prioritization. Prioritized risks are subject to Risk Control as indicated by the assessment. We will work with the project manager to proactively identify and escalate risks as appropriate, to avoid negative impact to the project. These risks will be analyzed for impact and prioritized for handling (i.e., high, moderate, low) based on impact severity and probability.
- **Risk Control Process:** Involves Risk Management Planning, Risk Resolution, and Risk Monitoring. For identified risks, we will develop a mitigation action plan within the Risk Plan describing deliverables, milestones, responsibilities, approach and resources needed. Actions associated with approved mitigation plans will be integrated into the Project Work Schedule and monitored through progress reviews.

Table 7 below, presents a listing of initial risks and our respective risk mitigation approach. After award, a complete risk assessment and plan will be created in close collaboration with our customer. We feel that identifying project risks is the success to mitigation ensuring that projects remain on-time and within budget.

Table 7: Initial Listing of Risk & Mitigation Approaches				
Risk	Description	Impact (Low, Med, High)	Probability (Low, Med, High)	Mitigation and Management Approach
1	Differing site conditions	High	Med	Conduct site surveys immediately following award of lease.
2	Impeded access to site	Med	Low	Access site access immediately following award of lease.

<b>3</b>	Compliance with State of Hawaii environmental laws (i.e., Environment Assessment (EA) or Environmental Impact Statement (EIS))	High	Med	Meet early with County of Maui to determine EA and EIS requirements and County of Maui assistance available.
<b>4</b>	Permit and plan approvals	Med	Med	Meet with County of Maui to verify requirements and timeframes, and submit requests and plans early.
<b>5</b>	Well permit approvals and certificates of completion from State of Hawaii, Commission on Water Resource Management, and Board of Health	Med	Low	Meet with County of Maui to verify requirements and submit requests early.
<b>6</b>	MECO interconnections and Public Utility Commission approvals	Med	Low	Meet with MECO and Public Utility Commission to identify any issues and submit requests early.
<b>7</b>	County, state, and/or Federal inspections	Med	Low	Monitor project status and performance.
<b>8</b>	Certificates of completion	Med	Low	Monitor work to ensure it is accomplished properly and on schedule.
<b>9</b>	Supplier deliveries	Med	Low	Contract for early delivery of supplies, include liquidated damages for late delivery, and monitor status.

Our experience on similar projects allows the team to prepare, monitor, respond, and manage risks. We believe, we have the right team that possesses both experience, and the know-how to successfully support this project and mitigate any potential risks.

### **Section D: Project Lease**

Currently, the County of Maui proposes a 20-year lease to the successful offeror to RFP 14-15. As evidenced by the magnitude of our proposed repurposing of OMHS, a single 20-year lease is not adequate. We request that the 20-year lease contain two guaranteed extensions for a total of 60 years. These extension would enable us to meet our financial obligations to all parties, is in keeping with the vision of the Friends of Old Maui High School, and the various stakeholders involved.



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## **Section E: Project Funding**

We have pre-existing relationships with both private and institutional investors that will be utilized once we are awarded the lease. Extending the length of the lease and the cooperation of the County of Maui in expediting entitlements and permits is critical to project funding.

Lastly, aside from equity and debt financing, we will be look to increase returns and lower equity dilution and risk by employing additional sources such as infrastructure bonds, PACE bonds, tax credits and various federal grants such as those provided by U. S. Department of Agriculture, Environmental Protection Agency, and the Department of Energy for these types of worthwhile environmental and sustainable initiatives.

## **Section F: Contribution from the County of Maui**

As is evident in our response to RFP14-15, immediately after Contract Award, TEACH intends to move forward expeditiously with various studies, detailed site planning, construction planning, and similar data gathering efforts necessary to launch the re-purpose of the OMHS Campus. To this end, we will be spending considerable time, money, and resources to accomplish these necessary tasks. Accordingly, we both want and absolutely need assurances from the County of Maui those bonds, road improvements, historic tax credits, low interest loans, new market tax credits, expedited entitlements, licenses, permitting and similar processes will be handled by the County on an expedited basis. For example, if we need a permit to take some action on the OMHS Campus, we will need that permit in a significantly shorter timeframe than the “business as usual” timeframe from the County Authorities.

## **Section G: Summary**

The TEACH Response to RFP 14-15 is in full compliance with the tenants of the document. We have performed a site survey of the OMHS Campus, compared that to the requirements of the OMHS Master Plan and EO 4343, and have developed a comprehensive program to repurpose the existing land and buildings into a fully compliant site that meets all of the stated requirements of the RFP, the OMHS Master Plan, and expands those needs into the following functions (all of which have been detailed in the preceding paragraphs):

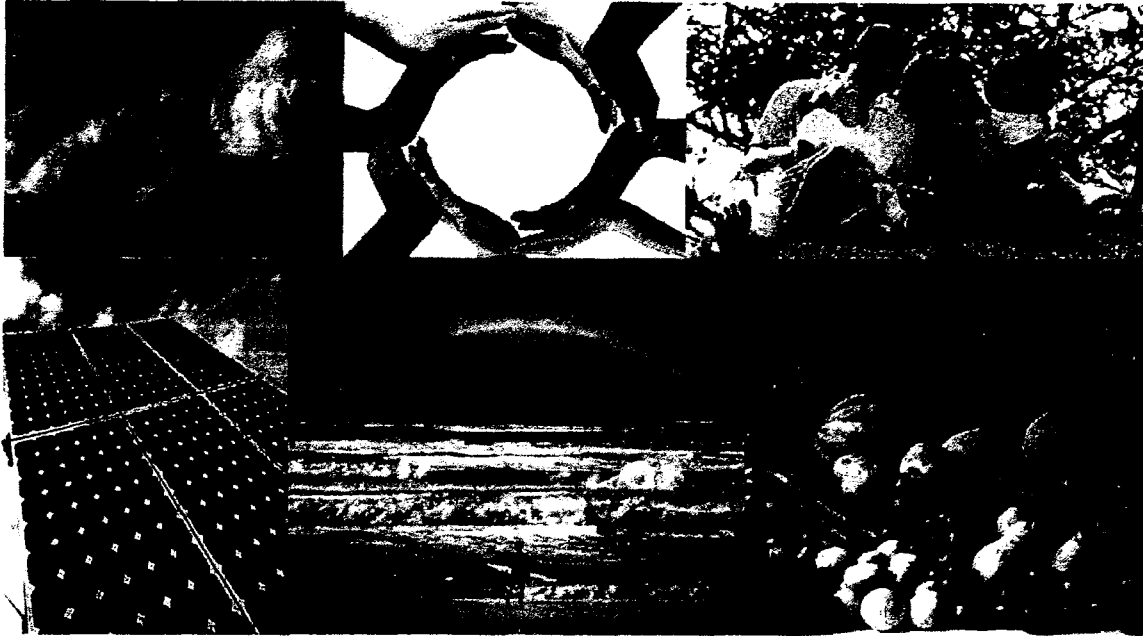
- Center for Agriculture & Permaculture.
- Center for Living Technologies, Local Economy & the Regenerative Society that includes the Energy, Water, Food, Built Environment, Waste and other technologies mentioned under the Regenerative Economy section.
- Cultural Center for Preservation & Integration of Hawaiian Culture and Ancient Earth Wisdom.
- Optimal Wellness & Personal Development Center.
- Eco-Social Entrepreneurship Center.
- Conference Facilities, Amphitheater, Stage and Event Park featuring events that include international speakers, music concerts, art shows, educational events, integrative design showcase, transformational festivals, cleantech & smart community conferences, regenerative economy summits and earth wisdom gatherings.

- 
- Restaurant, Patio Dining & Teaching Kitchen. Recommended change: Do we want to add a “Gift Shop” so visitors can remember their unique experience at the TEACH Center and as a marketing strategy?
  - Hospitality, Worker Housing, Student Housing, Glamping & Camping.
  - Applied Education Center.

We anticipate the Project, when completed will consist of 200,000 square feet costing \$56 million and will generate significant social, economic and environmental benefits including the following:

- Improved health & wellness of the community
- A beautiful and inspiring place for community gatherings and events
- Increased community engagement, collaboration and unity
- Increased tourism focused on ecology, wellness and regenerative design.
- Preservation of Hawaiian and other ancient wisdom and cultures
- Training and certification in new “living technologies” and green jobs
- Help heal, remediate and increase the health of local land and water
- Stimulate a robust local economy by increasing agricultural production and diversity, local renewable energy generation, increasing green skills and capacity, incubating eco-social entrepreneurialism and businesses.
- Increased renewable energy infrastructure, water conservation and higher crop yields

## ATTACHMENT 1 BUSINESS PLAN



### **TEACH Center** ***(Technology, Education, Agriculture, Communities & Health)***

#### **CONFIDENTIAL BUSINESS PLAN**

**February, 2015**

**Contact:**

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(213) 235-9191  
jason@domusd.com

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### Summary of the Project

The State of Hawaii and County of Maui have requested proposals to repurpose land and built infrastructure of Old Maui High School. Old Maui High School ("OHMS") consists of a 24-acre campus with faded school classrooms and built environment totaling about 47,000 sq. ft. that is in fair to good structural condition. As an incentive to develop the property and repurpose it for social, environmental and community benefit, the State and County are providing a \$1 per year lease for a minimum of 20 years.

TEACH Development, LLC ("TEACH Development") was formed by a consortium of individuals and companies with the vision, deep domain expertise and passion to develop Old Maui High School ("OHMS") into the TEACH Center for Technology, Education, Agriculture, Culture & Health ("TEACH Center" or "the Project"). The members of "TEACH Development" are set forth below in the section entitled "Management."

It is the commitment of TEACH Development to honor Hawaiian culture and the legacy of OHMS as a place of learning, while providing an exemplary showcase of regenerative and integrative design, planning, systems and built environment with education, experiences and opportunities that provide great social, environmental and economic benefit to the local community, including the following:

- Center for Agriculture & Permaculture.
- Center for Living Technologies, Local Economy & the Regenerative Society that includes the Energy, Water, Food, Built Environment, Waste and other technologies mentioned under the Regenerative Economy section.
- Cultural Center for Preservation & Integration of Hawaiian Culture and Ancient Earth Wisdom.
- Optimal Wellness & Personal Development Center.
- Eco-Social Entrepreneurship Center.
- Conference Facilities, Amphitheater, Stage and Event Park featuring events that include international speakers, music concerts, art shows, educational events, integrative design showcase, transformational festivals, cleantech & smart community conferences, regenerative economy summits and earth wisdom gatherings.
- Restaurant, Patio Dining, & Teaching Kitchen. Recommended Change: Do we want to add a "Gift Shop" so visitors can remember their unique experience at the TEACH Center and as a marketing strategy? This is somewhat implied on page 22 under Reception Center, Museum & Retail. SD
- Hospitality, Worker Housing, Student Housing, Glamping & Camping.
- Applied Education Center.

Please see Attachment 1 for a more detailed description of the square footage and uses of the above facilities.

The development and construction of this Project, when completed, will consist of 200,000 square feet and cost \$50 million.

It is our plan to showcase the integration of permaculture farms, nurseries, botanical & themes gardens and edible landscaping throughout the development. This demonstration environment also provides the foundation for applied learning and a living laboratory for innovation that fosters Ecosystemic Thriving and gives students the training, skills and capacity to fuel the Regenerative Economy.

### The Regenerative Economy: Creating Social, Economic & Environmental Benefit

We believe that the Maui TEACH Center will provide significant social, economic and environmental benefit to the community of Maui and the Hawaiian Islands through programs for optimal wellness, personal development and community development as well as providing an exemplary demonstration for building a robust local "Regenerative Economy." The Regenerative Economy is based upon new businesses and economic models that create "Ecosystemic Thriving." Ecosystemic Thriving is measured by increased health, abundance, adaptability, resilience and regenerative capacity of life supporting ecosystems, of which we humans are interconnected and interdependent.

There is significant consensus worldwide that we need to transform our socio-political-economic systems if we are to thrive as a species. Foundational to developing the Regenerative Economy is the integration of ancient earth wisdom with modern living technologies to improve the health, abundance and thriving of people and planet. The

Regenerative Economy will create millions of dollars' worth of meaningful work for billions of people for hundreds of years to come.

A primary focus of the Maui TEACH Center is to provide, foster and showcase the education, skills, capacity, entrepreneurialism, community collaboration and expertise required to develop, implement and integrate the components of the Regenerative Economy on Maui, including the following:

- Clean, affordable and secure renewable energy (e.g., solar, wind, geothermal, tidal, zero point)
- Water production, purification and conservation technologies (e.g., desalinization, atmospheric water, grey-black water recycling, tertiary waste water systems)
- Local production of abundant fresh, organic & nutritious food using permaculture, bio-dynamic, organic growing techniques as well as healthy edible landscaping, roof top gardens, hanging gardens, botanical gardens and themed gardens
- Waste recycling, reuse and upcycling
- Natural capital & resource stewardship (e.g., healing and preserving the land, watershed and oceans) and resource conservation
- Bio-materials, sustainable infrastructure and healthy built environment
- Sustainable planning, design and building of Regenerative Communities including the integration of "Smart Cities" technologies, bio-materials, energy, food, water, waste, health and transportation systems.
- Inspired, practical, applied and interactive education that fosters the brilliance and natural talents of each individual
- Social, ecological and technological innovation and entrepreneurship that fosters life affirming and healthy products, services and technologies.
- Optimal health & wellness lifestyle transformation programs and environments that integrate such things as corporate and personal health, mindfulness, diet & nutrition, exercise, natural connection, epigenetics and improving relationships.
- Regenerative finance based upon eco-social impact (e.g., renewable energy finance, public-private partnerships, sustainable land development, agricultural finance)
- Personal development and conscious evolution
- Regenerative Tourism that integrates eco-tourism, social tourism and wellness tourism
- New education, transportation & communications systems
- Healing arts
- Whole systems and biomimicry
- Ethical nanotechnology and biotechnology

In addition to the foregoing, our TEACH Development possesses deep experience in supporting public works, military projects and private sector commercial business. Our organization is free of conflicts of interest and holds itself out with the highest standards of professionalism, ethics, skills and desire to create environmental, social and economic benefit. We bring a keen understanding of and experience in the planning, development, completion, operations and management of large, complex projects and businesses, along with, deep resources to support all of the requirements to successfully develop the TEACH Center.

### **Organizational Formation**

Upon being awarded the development contract and lease, TEACH Development will form a special purpose Hawaiian LLC with the working name "TEACH Center - Maui, LLC" for the development, operation, marketing and management of the Project. TEACH Center - Maui, LLC will be the lessee of the property. We intend TEACH Center - Maui, LLC to qualify as a B Corporation.

We also intend to utilize a 501(c)(3) for increasing the social, environmental and economic impact of the Project including community engagement and learning, helping disadvantage youths, providing elder programs, giving

educational scholarships, sponsoring eco-social entrepreneurs, funding R&D and engaging in technology transfers & licenses for the benefit of the community.

### **Financing and Use of Proceeds**

Financing for pre-development, design, construction and initial operations of the TEACH Center is projected to be at total of \$56 million, which will be deployed as described below.

#### **Phase 1: Pre-Development & Design (Months 1-11)**

TEACH Development will first focus on the Pre-Development and Design phase, which we estimate will require **\$3.25 million** in equity financing for the following purposes:

Rent During Construction	\$1
Studies (e.g., Feasibility, Market, Infrastructure, Environmental, Traffic)	\$232,000
Architect Fees	\$743,220
Engineering and Consultants	\$990,960
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Project Administration	\$212,348
Fundraising Costs	\$150,000
Contingency	\$223,050
<b>TOTAL</b>	<b>\$3,253,643</b>

#### **Phase 2: Contracting & Construction Phases (Months 12-24)**

We project that the Contracting & Construction Phases will require an additional **\$47.75 million**. We will also explore private-public partnerships for privately funded infrastructure and environmental improvement bonds using Property Assessed Clean Energy (PACE) and other tax-backed bond structures. The funds will be used as follows:

- Planning and Design, including Site, Utility and Landscaping, detailed investigations of existing buildings to be renovated and the design of Renovated and New Buildings.
- Twelve of the existing buildings on the site will be renovated and re-purposed to be compatible with the proposed program. These buildings will be primarily used as teaching spaces, which is compatible with their current design. All buildings will be renovated to include state of the art labs, communications and data systems. The shell of the 1922 Old Maui High School Building will be saved, a new roof installed and the exterior restored to match its historic configuration.
- Four buildings will be demolished, as recommended by the 2007 Master Plan.
- New construction totaling approximately 150,000 square feet will be required. The functions located in these new facilities will be those that require more specialized design, such as conference spaces, open pavilions, or living quarters for guests. To the extent it makes sense from a master planning perspective new buildings will be constructed on sites of demolished buildings. A good example of this is the site just north of the old Administration Building.
- Agricultural areas and landscaping, which shall include edible landscaping, will be incorporated throughout the site, integrating the building environment and the exterior environment. In addition to field planting, new structures shall include 5 to 8 greenhouse structures that will be used for hydroponics and aquaponics operations and as nurseries and barns to support the field operations. Landscaping will also include botanical teaching gardens, roof top demonstration gardens and hanging gardens.

- An integrated power, water, and waste water system shall be installed. Due to groundwater contamination, the project will bring County water to the site. To reduce use, on-site water collection and recycling will be maximized. Except on the historic 1922 building, roofs of most structures will be utilized for water collection, photovoltaics or roof top demonstration gardens.
- New accessible pathways and parking areas will be constructed. Drainage basins will be dispersed throughout the site to control site drainage. Such sites will be used for dual purposes wherever possible, including for playing fields or edible landscapes.
- Existing perimeter planting on the East side of the site will be generally retained as a buffer from the agricultural fields. The large specimen trees on the school campus will be retained. Clearing of land for agricultural fields will be done.

Phase 3: Launch & Operations (Months 25 and beyond)

TEACH estimates that an equity investment of **\$5 million** will be required beyond the development and budget to cover the first year of operations until the TEACH Center becomes profitable. These proceeds will be used to launch the TEACH Center, develop programs and partnerships, promote and market the TEACH Center, and provide working capital for operations (to cover items as salaries and benefits, consulting, services, furniture and equipment leasing, test and evaluation, insurance, software, inventory, supplies, utilities, sales activities, due diligence, planning, contingent construction and capital improvements).

The Project will be financially viable, however, due to the Project's total budget of \$56 million (\$51 million for development & construction + \$5 million for launch & operations), Investors will be subjected to an extended payback period. In order to provide a more attractive cash flow and payback period for investors, we will seek long-term loans of 30 years or more to cover the costs of construction. Due to this fact, as enumerated in the Leasing Paragraph below, we will seek a 50-year lease term from the County of Maui.

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## **Management**

As summarized below, our management brings deep experience in the fields of regenerative planning & design, architecture, engineering, real estate development, project management, infrastructure design, cleantech, technology, construction, finance, law, education, operations, marketing, as well as program and event development. Our team have participated in fundraising, development and procurement transactions that, in the aggregate, are well over \$1 billion and have the ability and confidence to bring the Project to fruition.

<b>Name</b>	<b>Fields of Expertise</b>	<b>Bio Summary</b>
Mel Chiogioji	Electrical Engineering, Construction of Mission Critical Projects, Project Management, Renewable Energy Infrastructure, Energy Efficiency, Project Financing	Dr. Chiogioji (RADM USN ret) as CEO MELE Associates, Inc. has more than 30 years of senior management experience in engineering, construction and project management. His relevant areas of expertise include renewable energy; energy efficiency, economics, financing, industrial waste upcycling, utilization and minimization; and construction management. Mel also brings a wealth of knowledge in government project and program management having served thirty-two years in the Navy and Naval Reserve as a Civil Engineer Corps Officer including six years as a Rear Admiral, commanding mission critical operations.
Glenn Mason	Architecture, Real Estate Development Planning & Feasibility	Glenn is president of Mason Architects and has been a registered architect in Hawaii for 39 years. His experience with culturally important sites, educational facilities is well known in Hawaii. He has been Chairman of the Hawaii Historic Places Review Board, and president of Seagull Schools, Bishop Museum Advisory Council, Honolulu Chapter/American Institute of Architects and the Hawaiian Historical Society.
Bill Reed	Architecture, Regenerative Design, Integrative Planning, Community Development, Clean Systems Integration	Bill is an internationally renowned sustainability and whole-systems architect, planner, designer facilitator and lecturer. As President of the Integrative Design Collaborative and a Principal of Regenesi, Bill is a leader in evolving green building design and planning to integrate with living systems. Bill served as co-chair of the LEED Technical Committee from 1994 through 2003; is a member of the LEED Advanced faculty and one of the first of twelve USGBC trainers of the LEED Rating System; a founding Board Member of the US Green Building Council; and served on the national executive committee of the AIA Committee On The Environment.
Jason Hobson, Esq.	Law, Real Estate Development, Affordable Housing, Tax Credits, Bonds	As a founding partner of Hobson Bernardino + Davis LLP, an "AV-Rated Preeminent" law firm, and former Sr. Attorney at Pillsbury Madison, Jason is an experienced real estate, finance and community development attorney, with 17-years of experience structuring and negotiating public and private capital investment in "community impact" projects across the United States. These projects utilized Low-Income Housing Tax Credits, Historic Tax Credits, Tax-Exempt Bonds, New Market Tax Credits, Solar Tax Credits, and other public tax and/or development incentives. Jason advised and structured the first Historic Tax Credit project on Maui (the rehabilitation of the Fred Baldwin Memorial Home in to Lumeria Maui). Jason also developed a \$23 Million Dollar "LEED Platinum" and wellness-focused residential rental community for low-income seniors in Los Angeles County.

Mark Chasan, Esq.	Cleantech, Agtech, Aquatech, Clean Energy, Law, Finance, Media, Technology	Mark has a track record as 1) an Internet entrepreneur & innovator with a public exit (Founder & CEO of Emusic); 2) a Fortune 25 executive (Leader of IBM's Digital Media Consulting Practice); 3) a lawyer (Special Counsel to Hobson, Bernardino + Davis); and 4) a merchant banker, strategic consultant & finance advisor with experience in cleantech, energy finance, natural brands and interactive technologies, who has participated in over \$200 million of financial transactions.
Dennis Groh	Business Development, Acquisition/Contracting IT, Collaborative Relationships, Telecommunications Program Management Property Management Real Estate Development & Planning	Dennis is currently the Chief Marketing Officer for a Veteran Owned company – Engineering Services Network (ESN). He has over 40 years of executive management experience in supporting large government programs for multiple agencies. In particular DISA (Defense Information Systems Agency) \$5Billion DOD & civilian agencies for telecommunications and IT. He has led all business development efforts for many civilian entities – SAIC, Boeing, RSIS, CSC, Semens, to name a few. He has been across large government agencies in areas of constructions for GSA buildings, USDA field offices, etc.
Jerry Landry	Sugarcane & Rice Farmer Information Technology Contract/Procurement Budget/Financial Planning Business Development	Jerry has been the CEO and President of an Information Technology Company who performed water quality development for the Dept. of Homeland Security, Financial Management for commercial companies and Engine Failure Prognostics for Petroleum and Aviation Companies. He has extensive experience in software development, business process re-engineering and training. He has managed a 2,460 person Software Development (code writing) enterprise, and run a Procurement Agency with over \$2.3 Billion in contracts.
Scott Dillon	Information Technology Contracting/Procurement Financial Management Budget Formulation Budget Execution Accounting and Finance Financial Reporting & Analysis	Scott served as Comptroller and Financial Manager for the Defense Information Technology Contracting Organization (DITCO) for the past 25 years. DITCO manages a diverse portfolio of global IT contracts valued at over \$5 billion including local contracts supporting Hawaii and the Pacific theatre. He managed over 100 federal employees and contractors performing financial management mission and functions at four, global DITCO operating locations including Ft. Meade, Maryland; Scott AFB, Illinois; Pearl Harbor, Hawaii; and Sembach, Germany. He is currently starting a second career as a teacher/instructor, private consultant and master gardener.
Gerry Jordan	Acquisition/Procurement/ Contracting Telecommunications/ Information Technology	Gerry is an experienced acquisition/procurement professional. He has an extensive background with the Defense Information Systems Agency (DISA) and is a contracting expert with a Defense Acquisition Workforce Improvement Act (DAWIA) Level III Certification in Contracting, a member of the Department of Defense Acquisition Corps, and held an Unlimited Contracting Officer Warrant. He has used his extensive technical knowledge of telecommunications and IT products and services to assist customers in developing requirements documents for procurements and serving as the Project Manager for a multi-billion dollar IT solutions acquisition. He is recognized as a skilled organizer, planner, and problem solver. He is currently employed by CACI Dynamic Systems, Inc. as an Acquisition Analyst, Principal, where he provides procurement policy and procedure support to a Federal Government agency.

## **Market Opportunity**

There is a growing consensus that we need to transform the way we live, we consume and relate to each other and the planet. TEACH Center provides a fertile environment for this transformation to happen in a very powerful, healthy and synergistic way. Some of the biggest challenges we face as a society include climate change, desertification, poverty, starvation, lack of potable water and economic collapse. These problems are systemic, but the approach to solving these challenges has too often been separate silo approaches rather than whole system integrated approaches. We anticipate that TEACH Center will provide a compelling demonstration of integrated, whole-systems eco-social development that demonstrates how our biggest challenges can be solved. This has direct benefit to the community of Maui and will spark a movement that will benefit the world.

It is our mission at the TEACH Center to foster and accelerate the growth of the Regenerative Economy. The Regenerative Economy is more of a horizontal convergence that systemically transforms the way business is done to create a more sustainable world. The primary markets on which we are focused are as follows:

1. **LOHAS –Lifestyle of Health and Sustainability (LOHAS)** There is increasing mass consciousness and rapidly growing adoption of healthy, environmentally conscious and socially responsible practices that represent a \$355 billion market segment in the United States (growing about 10% a year) and a \$546 billion market worldwide.<sup>1</sup> This market includes such things as organic food, spiritual transformation and personal growth, yoga, and environmental issues including sustainable energy. The Conscious Consumer segment, described by EuroRSCG in their June 2010 study, is looking for products and services that deliver on the "Triple Value Proposition": practical benefits, social and environmental benefits, and community benefits. They are looking for "platforms for ideas and experiences that help people live healthier, greener and better. " These consumers are driving consumption trends and are aligned with the vision of AWE Communities.
2. **Optimal Wellness & Personal Development.** The "*Personal Health and Performance*" market segments applicable to TEACH Center's business have an estimated aggregate market value of **\$153 billion** which includes yoga studios, mindfulness centers, health clubs, the fitness segment of longevity (anti-aging), preventative medicine, weight loss centers, corporate wellness, business coaching, and self-improvement. PricewaterhouseCoopers projects that the market for a more personalized approach to health and wellness using personalized medicine will grow to as much as \$452 billion in 2015.<sup>2</sup> "Weight Loss and Weight Management Market is expected to reach \$206.4 Billion by 2019 from \$148.1 Billion in 2014, growing at a CAGR of 6.9% from 2014 to 2019.<sup>3</sup> The key market players in the Weight Loss and Weight Management Market, by diet, include Atkins Nutritionals, Inc., Herbalife Ltd., NutriSystem, Inc., and Kellogg Company, Weight Watchers International, Inc., Jenny Craig, eDiets.com, The Gold's Gym International, 24 hours Fitness, Equinox, Inc., and Life Time Fitness, Inc.

The segments of the Personal Health and Performance market of particular interest in Hawaii are the following:

- **Corporate Wellness:** Within the state of Hawaii, business leaders understand the importance of corporate wellness to boost their bottom line and the opportunities for improvement. In a 2012 national survey on the State of Workplace Wellness in America sponsored by the Minnesota Department of Health and the Centers for Disease Control and Prevention, 50 percent of Hawaii business leaders surveyed gave themselves a "B" rating (overall good) in terms of their employees

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<sup>1</sup> <http://lohas.groupsite.com/main/summary>

<sup>2</sup> <http://www.prnewswire.com/news-releases/232-billion-personalized-medicine-market-to-grow-11-percent-annually-says-pricewaterhousecoopers-78751072.html>

<sup>3</sup> <http://www.hawaiinewsnow.com/story/28177722/weight-loss-and-weight-management-market-worth-2064-billion-by-2019>



being healthy. Only 40 percent gave themselves a "C" or "D" rating (poor). Only 10 percent gave themselves an "A" rating (overall excellent).<sup>4</sup>

- **Yoga:** The Pilates and Yoga Studios industry remains one of the few recession-proof industries in which growth continues unabated. During 2008 and 2009, revenue increased and has continued to grow due to expansion into new geographic and consumer markets such as Hawaii. Moreover, although external competition is increasing, greater disposable income will likely revive demand and support high-profit merchandise sales, while the baby boomer generation will be a key source of revenue growth over the next five years. This is a \$7 billion industry with an annual growth rate of 3.2%. In 2014, yoga is expected to account for 51.9% of industry revenue. According to the Yoga Journal's "Yoga in America" study, 20.4 million Americans practiced yoga in 2012 (latest data available), up from 15.8 million in 2008. Overall, 8.7% of adults in the United States practice yoga, and this figure is anticipated to grow over the next five years. Although there are no readily available statistics for the value of Hawaii's yoga market or the number of Island participants, anecdotal evidence suggests that Hawaii's growing yoga world is mimicking the U.S. Mainland's.<sup>5</sup>
- **Fitness Clubs, Weight Loss and Adult Health:** The Health & Fitness Club Market is a \$27B market in the U.S. seeing an annual growth rate of 2.4%.<sup>6</sup> The industry demographics are trending from the 18-34 range to Americans over 50 as well as children and teenagers. Thus, there is a broad demographic appeal that the TEACH Center can serve. Appealing to America's aging demographic will be essential for gym franchises. One way to appeal to this audience is to add amenities such as health maintenance and monitoring like checks for blood sugar, blood pressure and bone density. Fitness clubs and retirement communities stand to benefit from health and fitness programs that cater to the older adult. The baby boom generation is growing older and living longer and their physicians are recommending they remain active. One down trend observed in this industry is the tendency away from the commercial gym. As consumers continue to invest in their health needs, most will be looking for an environment that provides individualization and an old-fashioned level of customer service. In 2013, research found adults in the following states to be most likely to report exercising 3 or more days a week for at least 30 minutes: Vermont (65.3%), **Hawaii (62.2%)**, Montana (60.1%), Alaska (60.1%). The national average for regular exercise is 51.6%.<sup>7</sup>
- **Meditation and Mindfulness:** One of the best -- and cheapest -- ways to become healthier and happier is through mindfulness exercises like meditation. Mark Williams is a professor of clinical psychology at Oxford, an expert in mindfulness-based cognitive therapy, and the co-author of *Mindfulness: A Practical Guide to Finding Peace in a Frantic World*. According to Williams, after nine weeks of training, participants in a mindfulness program had "an increased sense of purpose and had fewer feelings of isolation and alienation, along with decreased symptoms of illness as diverse as headaches, chest pain, congestion and weakness."

Across a widening swath of the American corporate landscape, meditation, yoga and other practices are emerging as new techniques toward the harvesting of profit. A growing body of research suggests that yoga and meditation may reduce the stress that tends to assail bodies confined to desks for hours at a time. Companies are investing in the notion that limiting stress will translate into fewer employee absences, lower health care costs and higher morale, encouraging workers to stick around. No one really knows how many companies have adopted meditation and yoga practices, but the number is clearly on the rise. Approximately one-fourth of all major American employers now deliver some version of stress reduction, according to journalist David Gelles, whose forthcoming

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<sup>4</sup> <http://www.statesofwellness.healthiermn.com/hawaii>

<sup>5</sup> <http://www.ibisworld.com/industry/pilates-yoga-studios.html>; [www.hawaiibusiness.com/stretching-out](http://www.hawaiibusiness.com/stretching-out); [www.snewsnet.com/news/2014-yoga-pilates-studios](http://www.snewsnet.com/news/2014-yoga-pilates-studios)

<sup>6</sup> <http://www.ibisworld.com/industry/default.aspx?indid=1655>

<sup>7</sup> <https://www.franchisehelp.com/industry-reports/fitness-industry-report>;

<http://www.slideshare.net/tinaelaine/fitness-industry-analysis>; <http://www.fitness.gov/resource-center/facts-and-statistics>

book, *Mindful Work*, explores the spread of meditation and yoga in the business world – a trend now reaching beyond Silicon Valley.<sup>8</sup>

3. **Growing Adoption of “Collaborative Consumption” and Co-Working Spaces.** “**Collaborative Consumption**” describes the rapid explosion in traditional sharing, bartering, lending, trading, renting, gifting, and swapping reinvented through network technologies on a scale and in ways never possible before. From enormous marketplaces such as [eBay](#) and [Craigslist](#), to emerging sectors such as social lending (e.g., [Zopa](#)), peer-to-peer travel (e.g., [Airbnb](#)), car sharing (e.g., [Zipcar](#)) and the growth of Intentional Communities (e.g., [ic.org](#)), Collaborative Consumption is disrupting previous modes of business and reinventing not just what we consume, but how we consume.

The EuroSCG reports, “New Consumers crave the freedom and flexibility of living simply and distancing themselves from the burdens of ownership – from depreciation and maintenance to the sheer psychological weight of keeping track of all that stuff.” New Consumers want “the freedom of owning less, while promoting access to new experiences that help build a sense of community, trust and optimism as they turn to one another to live more sustainably.”

There is a growing demand for alternative workspaces that serve entrepreneurs, individuals and companies that seek an amenity rich, collaborative work environment, distinct from fluorescent-lit cubicles so common today. For example, WeWork, an early stage provider of shared office space, recently raised \$355 million on a \$5 billion valuation.<sup>9</sup> As well, Regus, the largest provider of co-working space and executive space, generated \$610 million revenue from its U.S. business in 2012 and saw about 30% increase in its business.<sup>10</sup>

We believe that the market for incubators and shared collaborative space in Maui is significantly underserved. In addition to providing benefit to the local business and entrepreneurial community, we believe the TEACH Center will attract new entrepreneurs from around the world to Maui as well as increased tourism. Valued at over \$12 billion annually, the Hawaii hospitality market is served by 70,000 hotel rooms and resort condominium rental and time share units and 3,000 restaurants and foodservice establishments. Honolulu, the Hawaii state capital and metropolitan center, has a population of more than one million. Strategically located in the mid-Pacific between Asia and the continental United States, the Hawaiian Islands are visited annually by over 8 million tourists from all over the world.<sup>11</sup> The TEACH Center will serve a critical need for the Hawaiian Islands to be more sustainable and preserve their natural resources and beauty.



While Maui has incubators such as MRTC and Lokahi Pacific and health clubs such as Maui Fitness Club, 24 Hour Fitness, Upcountry Fitness and Curves, there doesn't exist any place on the Maui that integrates Technology, Education, Agriculture, Community and Health in a single location. The TEACH Center is a unique offering that will create great social, economic and environmental benefit to the community.

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<sup>8</sup> [http://www.huffingtonpost.com/2013/07/11/mindfulness-capitalism\\_n\\_3572952.html](http://www.huffingtonpost.com/2013/07/11/mindfulness-capitalism_n_3572952.html);

[http://www.huffingtonpost.com/arianna-huffington/corporate-wellness\\_b\\_2903222.html](http://www.huffingtonpost.com/arianna-huffington/corporate-wellness_b_2903222.html)

<sup>9</sup> <http://www.wsj.com/articles/wework-now-a-5-billion-real-estate-startup-1418690163>

<sup>10</sup> <http://www.forbes.com/sites/karstenstrauss/2013/05/28/why-coworking-spaces-are-here-to-stay>

<sup>11</sup> <http://douglastradeshows.com/expos/>

We are firmly convinced that the TEACH Center will provide offering education and business incubation that will further our mission to create an exemplary demonstration of sustainability that can be duplicated for the benefit of islands worldwide, as well as continental geographies.

Similar to many incubators across the United States, the incubator we will create at TEACH Center will provide dedicated work space and business services designed to stimulate new eco-social-living technologies business that have direct community benefit. However, we go much further than any other incubator by holistically integrating health, personal development, community collaboration and education with our incubator model.

We believe that we will attract both local community members as well as be a destination draw for expanding tourism to Maui.

4. **Sustainable & Energy Efficient Real Estate Development.** There is a Rapidly Growing Demand for Green Housing, Sustainable Built Environments and "Smart Growth" Communities. There is a Rapidly Growing Demand for Green Housing, Sustainable Built Environments and "Smart Growth" Communities. The U.S. residential market size in 2010 was estimated at \$22.7 trillion<sup>12</sup>. The U.S. green building market has outperformed traditional building market performance and has a strong outlook with the green building market size expected to reach \$145 billion in 2015. The Rockefeller Foundation and Deutsche Bank size the U.S. commercial building energy retrofit opportunity at \$89 billion.<sup>13</sup>
5. **Transformational Conferences & Events** – 1.83M corporate and business meetings, trade shows, conventions, congresses, incentive events and other meetings take place in the U.S., resulting in \$280B in direct spending, 1.78M U.S. jobs, \$115B contribution to GDP, \$28B in federal, state and local tax revenue, and \$66.8B in U.S. labor income.<sup>14</sup> According to the U.S. Bureau of Labor Statistics, conventions and events are expected to expand by 44 percent from 2010 to 2020, far beyond the average projected growth of other industries.<sup>15</sup>
6. **Agriculture Technologies.** There are many new innovations in agriculture that we will facilitate and develop at TEACH Center including such leading agriculture technologies as agribots, precision farming, crop sensors & monitoring (e.g., drones), farm-based biofactories, and LED indoor crop technology. The Precision Farming market size alone is expected to grow at a CAGR of 12.2% from 2014 to 2020 and reach \$4.55 billion by 2020.<sup>16</sup>
7. **Redevelopment, Replenishment, Restoration and Green Jobs.** Practically every area of our economy is ripe for transformation to become more sustainable, efficient and less toxic. The Regenerative economy includes reshaping the way we approach our supply chain, water, food, built environment, energy, waste. According to Storm Cunningham, author of ReWealth!, "if we wish to keep growing economically, the basis of wealth must shift to renewing what we've already built, and on repairing the damage we've done to our natural resources. Such wealth creating activities – redevelopment, replenishment, and restoration – comprise rewealth. This represents a \$2 trillion market.<sup>17</sup>

In discussing the new economy, McKinsey, in their article entitled "Remaking the industrial economy" state, "A circular economy replaces one assumption—disposability—with another: restoration. At the core, it aims to move away from the "take, make, and dispose" system by designing and optimizing products for multiple cycles of disassembly and reuse. This effort starts with materials, which are viewed

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<sup>12</sup> Zillow, Inc., <http://zillow.mediaroom.com/index.php?s=159&item=216>

<sup>13</sup> <http://www.rockefellerfoundation.org/newsroom/deutsche-bank-rockefeller-foundation>

<sup>14</sup>

<http://www.conventionindustry.org/ResearchInfo/EconomicSignificanceStudy/ESSKeyFindings.aspx>

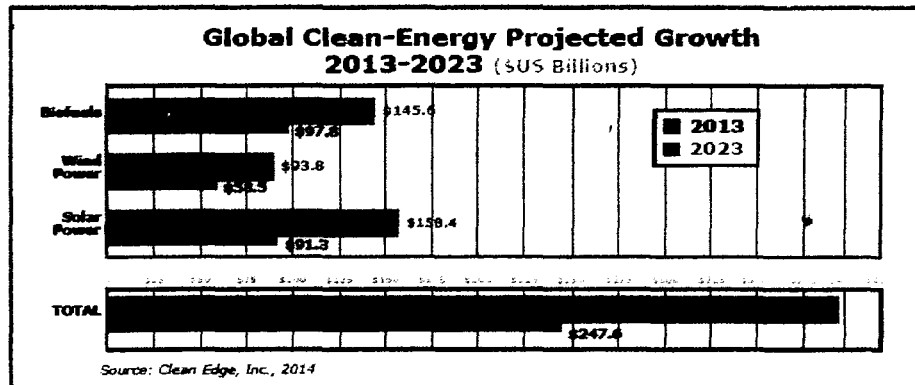
<sup>15</sup> <http://skift.com/2013/08/04/the-conference-industry-is-booming-and-it-is-only-getting-bigger>

<sup>16</sup> <http://www.marketsandmarkets.com/Market-Reports/precision-farming-market-1243.html>

<sup>17</sup> Cunningham, Storm, ReWealth!, New York: McGraw-Hill 2008. Print.

as valuable structure to be used again, not as elements that flow through the economy once. For a sense of the scale involved, consider the fast-moving consumer-goods industry, in which about 80 percent of the \$3.2 trillion worth of materials it uses each year is not recovered."<sup>18</sup> McKinsey estimates the benefits of this economy to include 1) Net materials savings of \$1 trillion per year, 2) Mitigated Supply Risk, 3) Innovative Potential, and 4) Job Creation.

8. **Clean Energy.** Clean Energy includes energy generated from sources such as solar, wind biofuels, geothermal, hydro and tidal. According to Clean Edge, the market size for solar, wind and biofuels alone in 2013 was \$247.6 billion and is projected to reach \$397.8 billion by 2023.



With the natural resources of abundant sun, wind, ocean, geothermal and hydro that the Hawaiian Island possess, there is a huge opportunity to provide clean, inexpensive and abundant energy to the islands respectfully utilizing these resources. TEACH will help foster and accelerate the adoption of clean energy and the capacity building necessary to capture this massive market opportunity as well as creating a robust green job market.

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<sup>18</sup> [http://www.mckinsey.com/insights/manufacturing/remaking\\_the\\_industrial\\_economy](http://www.mckinsey.com/insights/manufacturing/remaking_the_industrial_economy)

### **Sales and Marketing**

The Company's marketing objective is to establish itself as the preeminent brand for providing transformational workplaces and programs that elevate the quality of life to create a world of AWE - Abundance, Wellness and Enlightenment. The Company will seek to create a brand synonymous with high quality, integrity, remarkable results, powerful offerings, and transformational experiences balanced with fun, recreation, relaxation and inspiration.



**Target Demographics.** The Company's target demographic will be local residents of Maui and the 25-55 year-old Lifestyles of Health and Sustainability ("LOHAS") segment that will travel to Maui for our workshops, classes and events. 68 million Americans are included within the LOHAS demographic. LOHAS consumers cut across all age and demographic groups, comprising mainly of entrepreneurs, artists, writers, designers, scientists, doctors, lawyers, engineers, creative professionals, managers, venture capitalists, technicians, solution seekers, and socially conscious consumers. As mentioned above, this is a rapidly growing \$290 billion market. As discussed in greater detail in this plan, the Company is targeting the West Maui due to its large LOHAS demographic and culture.

We will utilize direct relationship marketing, strategic & collaborative relationship building (e.g., government, education, non-profits, community groups), local advertising & activities guides, email campaigns, travel website advertising, social media, conferences & trade shows and search engine optimization as our primary sales and marketing methods.

The holistic world view of the LOHAS consumer is a belief in the interconnectedness of global economies, cultures, environments, and political systems, as well as the interconnectedness of mind, body, and spirit within individuals in order to achieve full human potential. Unlike typical demographic groups defined by age, income, or other definitive means, the LOHAS consumer cuts across those boundaries and represents "higher ideals." Their social consciousness, rather than their generation or socioeconomic status defines these LOHAS consumers. Theirs is a lifestyle that includes the following:

- Brand loyalty
- Creative self-expression and influence over others
- Values driven rather than price driven
- Openness to a variety of cultures, art, music and foods
- Combine "hip/cool" with "green"
- Quality that is as good as or better than that of typical non-green products
- Make informed decisions (e.g., research and reading labels)
- Choose one products based on the overall company ideals
- Environmental consciousness
- Fair trade, sustainability and ethical practices
- 69% used complementary or alternative medicine
- When price and quality are equal, 76% would switch brands or retailers if a company were associated with a good cause
- 80% of LOHAS consumers are willing to pay up to 20% more for LOHAS-related products

Moreover, TEACH Center will target social, environmental and technology entrepreneurs seeking healthy, vibrant, collaborative and synergistic office space.

TEACH Center's sales and marketing campaigns will focus on mutually beneficial partnerships, customer acquisition, brand awareness and customer retention. The marketing efforts will be focused on driving members, students, guests and visitors to TEACH Center. The Company plans to execute a comprehensive plan to engage in collaborative partnerships with government, businesses, universities and non-profits to help create mutual benefit for the community. As well, TEACH Center will engage in direct-to-consumer marketing and promotional campaigns designed to inform and acquire members, students, guests and visitors, while creating awareness for the TEACH Center brand. Initially, the campaigns will be focused in the local market where each TEACH Center is located. As TEACH Center builds its brand locally, the marketing efforts will become wider in focus to attract worldwide entrepreneurs, students and guests. The campaigns which the Company intends to use include the following:



- **Direct Relationship Marketing.** Using our extensive direct relationships with entrepreneurs, venture capitalists, non-profits, universities and conference organizers, AWE will raise awareness of the unique opportunities provided for healthy, conscious and synergistic workspace and fitness and personal development center.
- **Street Teams/Guerilla Marketing.** Street Teams and Guerilla marketing are an excellent and cost effective way to raise local brand awareness and to promote events sponsored by TEACH Center.
- **Local Business Bureaus and Chambers of Commerce.** We will align ourselves with the local community and business leaders and organizations to develop mutually beneficial arrangements to drive customers and members to the TEACH Center.
- **Travel & Tourism Advertising.** There are numerous travel websites and publications (e.g., Expedia, Kayak, Hawaii.com, TravelHawaii.com, Hawaii Revealed, TripAdvisor and Fodor's) that we will use to expand awareness and acquire customers and members both locally and internationally.
- **TEACH Center Events and Celebrity, Author, Athlete, Speaker and Health Provider Endorsements.** TEACH Center will seek relationships and opportunities to cost effectively obtain endorsements from celebrities, athletes, authors, speakers and health providers who, after experiencing the quality and results from TEACH Center will, in turn, endorse TEACH Center publicly. TEACH Center will provide a certain number of free or discounted memberships to "influencers" as well as partnering with such persons to promote TEACH Center events including workshops, seminars, summits, networking, art music and other events.
- **Trade Shows and Industry Events.** The Company will participate from time to time in relevant trade shows and events to provide experiential and product demonstrations, raise awareness of its image, services, and products as well as to gain new customers.
- **Press Releases and Articles.** The Company will hire a PR firm that is experienced in reaching the LOHAS market. Press Releases will be submitted to publishers of magazines, periodicals, and websites in order to obtain articles that increase public awareness of the Company.
- **E-Mail and Social Media.** Direct e-mail and use of social media represent an extremely efficient and cost effective means for the acquisition of customers. The e-mail letters and social media postings will contain news on topics relating to TEACH Center and its offerings and will be directed to relevant newsgroups and potential customers. Sanitized, consensual and relevant e-mail lists will be both developed and purchased for the e-mail marketing campaigns. Also, TEACH Center will utilize social networks such as Facebook, blogging, web video, and applications to create awareness for our brand as well as exponentially increase the influence and impact of our powerfully transformational programs and events.



- Internet Search Engine and Web Marketing. There are several search engines, directories and websites which have the capability of conducting searches for words contained in the domain name of a website and/or within the text of a website's home page. As well, there are numerous ad networks, ad barter companies and websites that are relevant for reaching the LOHAS consumer. TEACH Center will also utilize Search Engine Optimization ("SEO") and will conservatively and strategically purchase keywords.

Google™

YAHOO!®

- Newsletters, Announcements and Flyers. TEACH Center will distribute newsletters, announcements, and flyers containing specials, sales, and incentives to potential customers through direct mail, at seminars and events, and through bundling and/or strategic alliances with relevant traditional and online manufacturers, retailers, and content providers.
- Traditional Media. The Company intends to sparingly use traditional media such as print, radio, television, and direct mail but from time to time will utilize these methods of advertising primarily in conjunction with specific events, co-marketing relationships and to launch the Company brand and awareness for new locations
- Incentive Points. The Company will set up a referral and incentive program whereby Members receive points for referring new Members or engaging in activities beneficial to TEACH Center. Points may then be redeemed for free or discounted products, services and discounts
- Monthly Sales Specials. TEACH Center will provide monthly products, services and packages to the public and to TEACH Center members at special discounts to stimulate new growth.
- Sweepstakes/Promotional. TEACH Center will occasionally run sweepstakes, including "give-away" programs consisting of branded promotional items, discount coupons, and free memberships to drive traffic to TEACH Center locations. The sweepstakes and promotional offers will be advertised using traditional and online methods.
- Establish a Personal Relationship with Our Customers. Our advisors, healthcare professionals, club managers, trainers, receptionists and other services professionals and staff will be trained to establish personal relationships with our customers and provide the TEACH Center management team with continual feedback regarding our customers' personal needs and suggestions.
- Innovative Programs, Classes, Equipment and Products. In order to provide our customers with fresh and evolving offerings, TEACH Center will continually evolve and augment its classes, upgrade its equipment, and transform its services and products to help our members achieve their objectives with the greatest results for the best value and in the least amount of time.
- Customer and Member Events. The Company will consistently provide targeted events for our members to provide them with a sense of community, education and pure enjoyment.
- Education. TEACH Center will provide its members with highly useful and relevant content on its website and at in-store locations including activity routines, programs, coaching, tips, nutrition advice, targeted community services, relevant related links, and directories.
- Community. TEACH Center will provide programs for the local community as well as its members to infuse a sense of belonging, community, and oneness toward the goals of achieving remarkable fitness and elevated states of well-being.
- Exceptional Web Presence. The Company will continually evolve the AWElife.com website and use it to market the other AWE businesses including as TEACH Center, AWE Communities and its other products and services.

In support of the foregoing objectives, TEACH Center intends to engage in the following:

A-1-15

- Secure relationships with key speakers, authors, politicians, health practitioners, trainers and athletes to market and highlight TEACH Center's communities, programs, products and services,
- Make a commitment to education and research to ensure continually evolving, relevant and advancing programs, products and services.
- Ensure faithfulness to standards of quality to ensure greatest reliability, efficiency, and results.
- Develop community support to help increase the sustainability and health of local community members in which the TEACH Center does business. This will be accomplished through education, free seminars, tours, local events, and TEACH Center sessions.



### **Revenues and Profits**

We desire to be inclusive, give the public access to the TEACH Center, and provide the greatest benefit to the community. We are committed to the belief that if we give the community and land great value, that value will be returned. This commitment also extends to working with local non-profits and governments on special programs to solve social problems, increase the quality of life and the availability of meaningful work. While some services and experiences will be free and sponsored by the TEACH Center for community benefit, other services and experiences will require admission or payment of fees. We anticipate generating revenues from the following sources, which will be used to stimulate programs, pay for ongoing operations and provide for a reasonable return for investors:

The revenue streams from the Maui TEACH Center will include the following sources:

- Facilities, Co-Working Space and Office Rentals
- Membership Dues for the Optimal Wellness Center
- Spa, Healing and Personal Development Services
- Event and Workshop Registrations
- Tuition for Classes, Training and Certifications
- Entrepreneurial Incubation Equity and Mentoring Fees
- Youth Camp Enrollment
- Restaurant, Community Supported Agriculture and Catering
- Technology Transfers and Licensing
- Phyto-Medicine-Shamanic Healing Remedies
- Visitor and Daily Use of the Campus
- Campus and Staff Housing, Glamping and Camping
- Food & Agriculture Product Sales
- Interactive instruction, media and applications

We project that the foregoing revenue streams will result in TEACH Center generating the financial performance indicated below:

<b>TEACH Center - Pro Forma Consolidated Operations</b>					
	<b>Y1</b>	<b>Y2</b>	<b>Y3</b>	<b>Y4</b>	<b>Y5</b>
<b>Gross Revenues</b>	<b>\$21,206,636</b>	<b>\$32,626,537</b>	<b>\$42,770,631</b>	<b>\$50,361,549</b>	<b>\$56,504,196</b>
Cost of Revenues	\$9,229,288	\$13,969,756	\$18,151,598	\$21,286,869	\$23,724,147
<b>Gross Profits</b>	<b>\$11,977,348</b>	<b>\$18,656,781</b>	<b>\$24,619,032</b>	<b>\$29,074,680</b>	<b>\$32,780,049</b>
<b>Operating Expenses</b>	<b>\$12,566,918</b>	<b>\$13,228,246</b>	<b>\$14,017,046</b>	<b>\$14,957,340</b>	<b>\$15,549,955</b>
<b>EBITDA</b>	<b>\$(589,571)</b>	<b>\$5,428,535</b>	<b>\$10,601,986</b>	<b>\$14,117,341</b>	<b>\$17,230,094</b>
	<b>Y6</b>	<b>Y7</b>	<b>Y8</b>	<b>Y9</b>	<b>Y10</b>
<b>Gross Revenues</b>	<b>\$58,042,904</b>	<b>\$58,603,397</b>	<b>\$59,215,582</b>	<b>\$59,884,468</b>	<b>\$60,615,566</b>
Cost of Revenues	\$24,301,805	\$24,519,685	\$24,757,925	\$25,018,515	\$25,303,640
<b>Gross Profits</b>	<b>\$33,741,099</b>	<b>\$34,083,713</b>	<b>\$34,457,657</b>	<b>\$34,865,954</b>	<b>\$35,311,926</b>
<b>Operating Expenses</b>	<b>\$16,226,701</b>	<b>\$16,937,272</b>	<b>\$17,683,372</b>	<b>\$17,683,372</b>	<b>\$17,683,372</b>
<b>EBITDA</b>	<b>\$17,514,398</b>	<b>\$17,146,440</b>	<b>\$16,774,285</b>	<b>\$17,182,582</b>	<b>\$17,628,554</b>

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### **Distribution Policies and Liquidity Strategies**

It is projected that the Project will return a ten-year IRR of 16.55% with available cash being distributed as follows:

1. 100% of the DNP to the Non-Managing Member Interests ("NMMI's") until they have recouped 100% of their investment plus a 20% premium over their original principal investment.
2. Thereafter, DNP shall be distributed to the members pro rata based upon equity ownership with the total number of all issued Units being the denominator and the Units of each holder being the numerator.

Original Equity Placement	\$	25,734,761			
Priority Premium	\$	5,146,952			
10 Yr. Investment Distribution Total	\$	69,209,376			
10 Yr. IRR		16.55%			
Year of Investment Horizon	Y1	Y2	Y3	Y4	Y5
Stage of Business	Pre-Dev/Design	Construction	Y1-Operations	Y2-Operations	Y3-Operations
Starting Equity Investment Balance			\$ 30,881,713	\$ 30,881,713	\$ 29,036,831
Ending Equity Investor Balance			\$ 30,881,713	\$ 29,036,831	\$ 21,226,821
Equity Investor Cash Returns	\$ -	\$ -	\$ -	\$ 1,844,881	\$ 7,810,011
Year of Investment Horizon	Y6	Y7	Y8	Y9	Y10
Stage of Business	Y4-Operations	Y5-Operations	Y6-Operations	Y7-Operations	Y8-Operations
Starting Equity Investment Balance	\$ 21,226,821	\$ 9,455,087		\$ -	\$ -
Ending Equity Investor Balance	\$ 9,455,087	\$ -	\$ -	\$ -	\$ -
Equity Investor Cash Returns	\$ 11,771,734	\$ 12,048,074	\$ 7,655,063	\$ 7,025,568	\$ 6,834,716

### **Additional Information**

Prospective investors and their advisors are invited to ask questions of, receive answers and obtain additional information from the Company concerning the Company and the Project, the terms and conditions of an investment in the Company and any other relevant matters including, but not limited to, additional information necessary to verify the accuracy of the information set forth herein, to the extent the Company possesses such information or can acquire it without unreasonable effort or expense. Prospective investors or their advisors having questions or desiring additional information should contact the Company as follows:

Jason A. Hobson  
742 Hana Highway, Paia, Hawaii 96779  
(213) 235-9191  
jason@domusd.com

**Appendix A**

**TEACH Center Functional Description of Facilities**

Description	Benefit/Functions	Square Feet	Acreage
Center for Agriculture & Permaculture (5 Greenhouses, Barn/Warehouse, Fields & Edible landscaping)	A portfolio farm of organic foods, phyto-medicines and bio-fuel feed stocks. The organic crops will be utilized to feed community members and for the onsite organic restaurant. This will also serve as facility for agricultural education, training and certification, including permaculture design and farming, biofuel crops and processing, and ethno botanical and theme gardens that provide plants and herbs for health, healing, beauty and quality of life. There will also be demonstrations of integrated systems, roof top gardens, vertical gardens, hydroponics, seaponics and aquaponics.	32,000	13
Center for Living Technologies, Local Economy & The Regenerative Society	This center focuses on researching, developing, prototyping, demonstrating and teaching new "Living Technologies" in the areas of 1) water conservation, purification & healing, 2) energy efficiency & storage, 3) renewable energy generation, 4) increased organic crop yields and agricultural productivity, 5) organic and value-adding pest control, 6) utilization and upcycling of waste for energy, building materials and soil amendment, 7) soil & water remediation, 8) increasing supply efficiency, 9) reduction of greenhouse gasses, 10) ecosystemic & bio wellness.	15,000	2
Center for the Study of Hawaiian and Other Native Land Use Practices	The Center will demonstrate how the Hawaiian ahupua'a concept of land use can provide guidance to land stewardship in the future. It will showcase the spiritual and natural forces that made this system successful. Other native wisdoms from around the world will also be integrated into the program for the Center, which will focus on the preservation, integration and evolution of the ahupua'a and other native wisdom. The Center will provide a platform for those philosophies that result in the thriving of people, animals, land, and ocean.	5,000	1
Optimal Wellness, Spa & Personal Development Center	Health Club, Spa, Natural Fitness, Hydrotherapy, Basketball, Volleyball & Water Sports, Diet & Nutrition, Counseling, Mindfulness/Yoga, Relationships, Embracing Diversity	23,000	0.5
Amphitheater, Stage and Park	Cultural events such as music, theatre, dance, drum circles, inspiring speakers, food fairs & community gatherings	5,000	2
Conference Facility	Multi-Purpose facility to hold larger indoor events such as workshops, local trade events, town-hall meetings, movies, performance art, trade shows, conferences and think tanks	22,000	1
Youth Camp	Applied and practical education, experiences and gatherings focused on K-12 that provide youth an opportunity to engage with nature and society and develop skills that will help them transform the world, start eco-socially responsible companies and/or prepare themselves for meaningful work in the regenerative economy	6,000	1

Eco Social Entrepreneurial Center	Incubate, mentor and finance eco-social entrepreneurs and companies that provide economic, environmental and social benefits to the Islands and to society	14,000	
Restaurant, Patio Dining & Teaching Kitchen	Focus on serving gourmet fresh, farm-to-fork, organic food, raw, vegetarian, Hawaiian, pacific rim cuisines, as well as functional foods & beverages, diet, nutrition and health and doing classes on healthy diet and cooking to improve the health of the local community	7,000	0.25
Campus Housing	Providing accommodations for immersive experiences, extended stays for speakers, performers, teachers, students and workshop attendees	35,000	1
Caretakers & Workers Housing	Provide on-site housing for caretakers and workers	24,000	0.5
Applied Education Center	Education, Certification and Capacity Building in all of the foregoing with a focus on providing practical experiences and skills that translate directly meaningful work, societal benefit and personal growth	9,000	0.25
Reception Center, Museum & Retail	Provides a location for the public to learn about the center, its development process, its systems, schools, experiences, events and participation in social, economic and environmental benefit	6,000	0.25
Administration	Executives and Project Management, General Administration	3,500	0.25
TOTAL		206,500	23.5

## ATTACHMENT 2: KEY RESUMES

**Consortium Member Name:** Stephen Langham  
**Title:** Project Director & Program Manager &  
**Company Name:** MELE Associates

Mr. Langham is a Project Director who has enjoyed a 40-year career of project development work. His projects have included schools and educational facilities, mixed use developments, and municipal facilities. For South Shore Tri Town Development Corporation, Mr. Langham performed development planning including managing both local planning firm and national urban planning service under a federal grant, secured financing, established budgets including operating and capital, developed schedule, managed planning, permitting, design and construction of infrastructure to support mixed use development (LNR Properties, Master Developer, including school, day care, special needs, housing, recreation, retail and office park (live/work/play). For Mass Highway and MBTA, he incorporated TOD in land use conversion of former South Weymouth Naval Air Station BRAC. For US Department of Commerce, Mr. Langham managed development of Educational Campus research facility for NOAA, National Weather Service, Marine Mammal Center, Tsunami Warning Center and Ocean Research Support Center.

### **Consulting Engineer, 2007 - Present**

- As Consulting Engineer, currently involved as; Honolulu Area Rapid Transit, Lead Engineer, Maintenance and Service Facility; Bodell Construction Company, Resident Project Manager, Green Energy Team, wood fired power plant, Kauai; Green Energy Conversion Systems, project development, Municipal Waste Processing plant, Hilo.

*Relevant projects include:*

- 20013- 2014 Bishop and Company, NAVFAC, adaptive reuse of four WWII era hangers into NOAA Marine Science and Pacific Resource Center comprising 1200 offices (LEED Gold), marine mammal aquarium and research vessel docking facility for Department of Commerce, adaptive reuse of another hanger for HP's Computer Center including energy upgrade project, and other projects including Child Development Center.
- 2007 -2013 City and County of Honolulu, Administrator, Environmental Services
- As Owner's Representative, manage multiple full service permit/design/build/operate contracts including:
  - \$50 mm Air Pollution Improvement Project, permitting thru commissioning
  - \$330 mm Third Boiler Expansion, permitting thru commissioning
  - \$48 mm Refurbishment
  - \$10 mm Bio solids residuals project permitting and design

### **Vice President, Keville Enterprises Inc, 1997 - 2007**

- Vice President of this WBE CM and CI firm, responsible for project development inspection services including:
  - School Construction projects, Massachusetts and Florida;
  - MBTA Greenbush Commuter Rail Transit Oriented Development.
  - South Shore Tri Town Development Corporation, initial phase consisted of planning, permitting, design and CM for 1400 acre Mega Mall as developed by Mills Corporation, the selected developer. As Project Director for SSTTDC responsible for permitting of site, master planning, infrastructure including private connector road.

- Final stage construction of mixed use development, 3000 housing units including senior housing, day care, schools, affordable component, public access/recreation, 300,000 square feet retail, and development of multi modal transit center

**Municipal Consulting Engineer (HDR), 1990-1997**

- Served on public works projects Clients included Dutchess County NY, Town of Islip, City of San Diego, Cape May County, USVI Water and Power, Sacramento Municipal Utility District. Scope of Services included planning, permitting, financing, CM and Operations.

**Engineer/Manager Stone and Webster Engineering, 1976-1990**

- Progressed from Resident Engineer to Manager, Plant Services Department, Plant Maintenance and Modifications Services. Proficient in Maximo, Finest Hour and PACE.

**Engineer, Bechtel Corp, 1970-1976**

Entry level field start up engineer, multiple projects including WMATA rail new station CM services.

**Education**

Entry level field start up engineer, multiple projects including WMATA rail new station CM services.

BS, Mechanical Engineering, Clarkson University

MS, Finance and Admin (CSS), Harvard University

**Licensure**

HI;CT; MA; NJ; USVI; NCEE Counsel Record holder

**Professional Membership**

ASME, CMAA

**Consortium Member Name:** Mel Chiogioji  
**Title:** Chief Executive Officer / President  
**Company Name:** MELE Associates

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Mr. Chiogioji possesses 43 years of experience in management positions, 30 of which were in senior positions. Additionally, he has 32 years of government management experience (19 years as a GS-16, GS-17, Senior Executive Service Level 4 and Senior Executive Service Level 5) in project and program management and the engineering and research fields. Mr. Chiogioji has 20 years of management experience in the areas of energy efficiency programs, policies, and research; energy economics and financing; international energy programs; state and local programs; industrial waste utilization and minimization; and construction management of nuclear- and fossil-fueled power plants. He also has 13 years' experience in systems analysis, operations research and survey research. Mr. Chiogioji has 24 years' experience in providing management and administrative support and 8 years' experience in engineering and evaluation of Naval weapons and weapons systems including nuclear weapons. Mr. Chiogioji has 18 years of experience in teaching graduate level courses in R&D Management, Organizational Development, Systems Analysis and Operations Research, and Energy Management and 32 years of service in the Navy and Naval Reserve serving as a Civil Engineer Corps Officer, six of which were as a Rear Admiral (O-8).

President & Chief Executive Officer, MELE Associates, Inc., 1993 - Present

Responsible for all operations of the firm. The firm was established in April 1993 to provide management services, engineering services, technical training services, information technology services and telecommunications services. The firm grew from a 3 person operation to a \$60,000,000 annual revenue firm today. The firm has achieved good success in that it was recognized as the second fastest growing high technology firm in the Washington DC metropolitan area by the Washington Technology Magazine in 1977, as the fastest growing firm in Maryland in 1997 by Deloitte and Touche, and as the tenth fastest growing firm in the U.S. by Deloitte and Touche in 1997 and the 16th fastest growing firm in Maryland in 2003. It was also recognized as the sixth fastest growing firm in the Washington Metropolitan Area by Washington Technology Magazine in 1998. Today the firm provides support to both Federal and commercial clients in the areas of Information Technology, Telecommunications, Web Design, Project and Program Management, Engineering Services and Management Services.

Construction Manager and Deputy Director, New Production Reactors Program, U.S. Department of Energy.

- Responsible for the design and construction of a \$6.5B new production nuclear reactor.
- Developed the program schedule and directed the work effort.
- Chaired the Source Evaluation Board for the selection of the construction management contractors and managed the two selected construction management firms, Fluor Daniel for the gas cooled reactor CM and Bechtel National Corporation for the heavy water reactor CM; chaired the Budget Committee and managed \$50M annually; chaired the Procedures Development Committee. Managed the Office's 13 support service contractors.

Commander, SECOND Naval Construction Brigade, U.S. Atlantic Fleet, Rear Admiral, Civil Engineer Corps, U.S. Naval Reserve,

- Responsible for commanding all active duty and reserve Subee Battalions in the U.S. Atlantic Fleet (approximately 9,000 personnel).
- Responsible for crisis response forces in areas such as the Middle East (DESERT STORM), Somalia, Bosnia, Panama, Columbia, Belize, and Tunisia.
- Responsible for providing maintenance and repair support for Naval shore activities in the Atlantic Fleet and for the U.S. Naval Forces in Europe (Mediterranean area).

Director, Office of Industrial Waste Management, U.S. Department of Energy.

- Responsible for the management of research in the areas of utilization and minimization of industrial wastes.
- Directed research in the areas of urban waste, industrial waste minimization and re-utilization, topping and bottoming cycles for recovery of waste heat, industrial efficiency testing and demonstrations, and utilization of ceramics for waste heat recovery.
- Responsible for management of an annual budget of \$30M.

Director, Office of Transportation Systems, U.S. Department of Energy.

- Responsible for the management of long term, high-risk research with the potential for high payoff in terms of increasing the energy efficiency of advanced transportation systems. Research areas included advanced heat engines, drive trains, advanced electric and hybrid vehicles, ceramics and high-temperature materials, and alternative fuels for transportation. Worked with many executives in the transportation industry.
- Responsible for management of an annual budget of \$65M.

Deputy Assistant Secretary, State and Local Assistance Programs, U.S. Department of Energy.

- Responsible for the management of all energy conservation programs that support national energy goals in which state and local governments play a major role. Developed standby Federal Emergency Energy Management programs.
- Chaired the International Energy Agency Working Party on Energy Conservation R&D (membership: 18 countries and the European Economic Community).
- Responsible for management of an annual budget of \$600M.

Director, Federal Programs Division, U.S. Department of Energy.

- Responsible for developing and implementing Federally-mandated energy conservation programs including the Federal Energy Management Program (FEMP).

Assistant Director, Division of Buildings and Grants, Energy Research and Development Administration.

- Responsible for management of the research programs in policy and economic analysis, consumer motivation and behavior, technology and information transfer, and commercialization of energy efficient technologies.

Director, Office of Industrial Analysis, Federal Energy Administration.

- Managed the Federal R&D program for industrial energy conservation.
- Organized and chaired interagency energy conservation task forces required to meet industrial sector energy efficiency objectives.



- Director, Weapons Evaluation and Engineering Division, Naval Ordnance Systems Command,
- Responsible for management of the Weapons Evaluation and Engineering Laboratory System consisting of 10 laboratories.
  - Established basic policy and guidelines for accomplishing comprehensive test and evaluation of the readiness and reliability of all stored and fleet-held weapons and weapons systems including nuclear weapons.
  - Managed an annual budget of \$150M.

Director, Weapons General Component Division, Quality Evaluation Laboratory, NAD,  
Responsible for the engineering analysis and evaluation of weapons and weapons systems including nuclear weapons.

**Education**

BS, Electrical Engineering, Purdue University

MBA, (CSS), University of Hawaii

Doctor of Business Administration, George Washington University

Registered P.E. in the State of Hawaii

**Consortium Member Name:** William G. Reed

**Title:** Principal – Social, Ecological, and Infrastructure Systems Integrator

**Company Name:** Regenes Group

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Mr. Reed, a practicing architect for 35 years, is an internationally recognized thought leader, proponent and practitioner in integrative and regenerative systems design. He extends his expertise regularly to conferences, forums, and universities – demonstrating that this way of thinking and being makes both economic and environmental sense. He sees the philosophy of sustainability as the framework from which all technical and many functional decisions are derived; with the objective to improve the overall quality of the physical, social and spiritual life of our living places.

In Regenes he focuses on sustainable and regenerative building design and community planning issues. Regenes is involved in the development and practice of a whole and living system design process; a process that emphasizes building evolutionary capability within the design teams and communities engaged within our ecosystems. This work includes project management, facilitation, design consulting, and socio-ecological capability development for developers, government organizations, architects, builders, and the people in a place.

His professional career began with energy efficiency and solar design work in New England and moved to large commercial work with the firms of CS&D and RTKL. In 1984, Bill established his own firm, WG Reed Architecture, focusing primarily on corporate, retail and institutional clients. His firm merged with The Hillier Group to form Hillier-Reed in 1995. He sold his firm in 1996. Bill received his Architecture degree from Cornell University and continues his studies independently with the most advanced theorists and practitioners of system thinking in the linking of natural and human ecology. He has guest lectured and teaches at U. Penn, Harvard, MIT, Carnegie-Mellon, Catholic, McGill, Universidad Iberoamericana, and FAU and has been featured in a variety of electronic media shows.

Bill has published widely on sustainable issues in building and planning and coauthored the seminal book, *The Integrative Design Guide to Green Building – redefining the practice of sustainability*. His recent work includes: Green design training and facilitation for a variety of institutional projects with the New York City Department of Design and Construction and Dormitory Authority of the State of New York; Genzyme Headquarters, Cambridge, MA; the West Palm Beach Waterfront Plan; ecological systems design for St. Mary's County, MD; ecological planning for developments in MD, AZ, UT, CA; GSA Regional and National Headquarters. In addition to architectural and planning projects he is involved in the development and refinement of benchmarks determining what defines green building. He was one of the originators of the LEED Green Building Rating system and served on the Steering Committee of that program for its first ten years. He continues this work on the Boards of One Planet Living; Awakening, Wellness and Enlightenment, Inc. in San Francisco; Ecological in NYC, and as an advisor for Environmental Building News.

**Education**

Bachelor of Architecture, Cornell University, 1976

Continuous training and research in Ecological Systems Planning and Organizational Development Processes.

**Registration**

Maryland, Virginia, Vermont, New Jersey, District of Columbia, West Virginia, Pennsylvania, NCARB Certificate

**Professional Affiliations**

ANSI Whole Systems Integration Process Committee, Chair

National Institute of Building, Building Smart Alliance, Integration Committee, Co-Chair

U.S. Green Building Council, Founding Board Member, 3 terms

LEED Advanced Faculty

Former Co-chair LEED Green Building Rating System Development Committee

Former Co-chair LEED 3.0 Development Committee

Revitalization Institute, Technical Chair on Rating System Development

Northeast Sustainable Energy Association, Board Member

Member, Society for Ecological Restoration

Member, American Solar Energy Society;

Member, American Institute of Architects,

Former Executive Committee, Committee On The Environment;

Past Co Chairman and Editor of site planning/land use issues section;

A.S.T.M. E50.06.02 Residential Green Building Standards,

Member and former Instructor, Passive Solar Industries Council;

Past Dept. of Energy Sustainable Buildings Advisory Group;

Past Member and Speaker, Community Sustainability Resource Institute;

**Professional Experience:**

Regenesis, Inc. Principal / Integrative Design Collaborative, Inc., President

Natural Logic, Inc., Vice President, Integrated Design Consulting – Jan 2001/Mar 2004

W. G. Reed & Associates, Environmental Design Consulting – Mar 1998/Dec 2000

The Hillier Group, Architecture, 350 person firm – Jan 1996/Feb 1998

Hillier / Reed, Architecture, 15 person firm – Jan 1994/Dec 1995

WG Reed Architecture, 15 person firm – Oct 1984/Dec 1993

RTKL Associates, Inc., Architecture, 200 person firm

Jeffrey Barnes, Architects, 2 person firm

Design, Inc., 3 person firm

Stetson-Dale Partnership, 150 person firm

**Boards of Directors or Advisors**

Yestermorrow, Waitsfield, VT, Board Member, Core Team Committee

Environmental Building News, Brattleboro, VT, Board of Advisors

Citilog, Urban Forestry Education And Training Corporation, NJ, 2004

Ecological, New York City, Board of Directors 2009 - 2012

A.W.E. (Abundance, Wellness & Enlightenment Institute), San Francisco, CA, Board of Directors

**Civic Leadership**

Governor's Green Building Council, State of Maryland 2001-2006

Appointed by Governor Glendening to his advisory board on green building

Deputy Mayor and Council Member, Town of Chevy Chase, MD, 5 terms

Past Member, Bennington County Regional Commission

Past Member, Manchester Vermont Town-Lift Committee

**Honors**

One of 18 nominees for the first Hanley Award for Vision and Leadership in Sustainable Housing, 2009.

Selected as one of "25 Environmental Champions for 2005" in a survey conducted by Interiors & Sources magazine.

Recognize

**Consortium Member Name:** Glenn E. Mason

**Title:** President

**Company Name:** Mason Architects, Inc.

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Mr. Mason has 39 years of architecture experience, in both preservation of historic structures and in design of new projects. He has managed a wide range of projects, from small residential renovations to multi-million dollar industrial complexes, and he has been responsible for all stages of work, from planning through construction phases. His expertise in historic architecture is widely acknowledged and he has received several awards for his projects in restoration and renovation as well as in design and planning. His experience and education meet Secretary of the Interior's standards for Historical Architect. Mr. Mason has served as the principal-in-charge, the project architect, or the primary researcher for many of the projects in the firm's resume. He was a principal in Spencer Mason Architects from 1984 through 1997 and founded Mason Architects in 1998. His relevant experience includes:

Lanai Theater Renovations, Lanai City, Hawaii. A major (\$4M) renovation to the historic Lanai Theater, which included building 2 theaters in the shell of the original theater space, removing a 1990s addition from the front of the building and restoring elements missing from the historic exterior façade. Completed in December of 2014

Royal Mausoleum Cyclical Maintenance Plan, Honolulu. Prepared report on 6 historic structures and the site of the Royal Mausoleum, plus the more modern Caretaker's Cottage and the Restroom Building. In addition to updating the MAI report done in 2007, inspection report forms were prepared and a matrix of projects and costs prepared for the next 15 year period. Completed in 2013

The Insular Schools Assessment of Buildings and Classrooms (Insular ABCs).

Conducted a baseline inventory and deferred maintenance assessment of all public elementary, middle and high school buildings in Commonwealth of Northern Marianas, Guam, American Samoa, US Virgin Islands for the Department of the Interior Office of Insular Affairs (OIA). Completed in 2013

Kunia Camp, Hawaii. Firm completed background research on the Camp and each of 125 buildings. Mason did structural and rehabilitation evaluations of select buildings and has worked with the State Historic Preservation Division and the Owner to produce an acceptable plan for redevelopment of the site. Mason designed renovation of one historic unit as a prototype for future work. The construction document work is completed and we are in the permitting phase.

Master Plan for St. Andrew Cathedral, Honolulu, Hawaii and the Restoration of Davies Hall. A master plan was prepared for the St. Andrew Cathedral site after evaluations of all the buildings. Subsequent construction documents were prepared for various projects, including the renovation/restoration of the sandstone addition to the Cathedral completed in 1911. The facility is being air-conditioned, the previously demolished front entrance roof reconstructed, leaded glass windows restored and the finishes redone. Alterations for accessibility are being made and restroom facilities expanded and improved. Completed in 2013

Architectural Services for National Oceanic and Atmospheric Administration Pacific Region Center, Ford Island, Hawai'i. Historical architect on team led by Helmuth Obata & Kassabaum to incorporate four historically significant buildings in the Ford Island Historic Management District into NOAA's new Pacific Region Center. Consulted with team to balance historic preservation requirements with sustainability, hazmat abatement, and ATEP and other programming requirements and to retain historic view planes and circulation patterns. Construction to be complete in 2013.

Renovation of the Hawaiian Hall Complex, Bishop Museum, Honolulu, Hawai'i. Principal-in-charge for the \$24M restoration and improvement of the historic Hawaiian Hall complex, including integration of new air-conditioning, power, and fire protection systems, new audio-visual displays, and a new glass-enclosed courtyard. Phase 1 completed in 2009. Pacific Hall, Long Gallery, and Entry completed in 2012.

Restoration of Lunalilo Tomb, Honolulu, Hawaii. In charge of a project to restore King Lunalilo's Tomb and the fence and walls around it, as well as the concrete *kahili* stands on two sides. Completed in 2012.

Evaluate Buildings and Structures Value in the Pacific National Monument, Pearl Harbor, Hawai'i. Principal-in-charge of surveys and evaluations of CPO quarters, Arizona Memorial, mooring quays, and memorials, with recommendations for, and cost estimates of, maintenance and repair. The structures were of widely varying types and construction materials. Completed in 2012.

Repairs to the Arizona Memorial, Pearl Harbor, Hawai'i. Construction Documents prepared for restoration of the Arizona Memorial. Construction completed in August 2012. Restoration of the Memorial Wall in the Memorial was completed in 2014.

Stabilization and Repair of Building S-84 Control Tower, Ford Island, Pearl Harbor, Hawai'i. Project architect in renovation of 1941 structure that consists of (1) a two-story reinforced concrete building with 16-foot high aerological tower on its roof, and (2) a 156-foot high steel water tank with an air control tower at the top. Building will be used as an interpretive facility in the Pacific Aviation Museum. Work includes installation of new roofing, repair and replacement of windows and doors with those identical to the originals, replacing steel decking, cantilevered channels, and guard rails, and repainting in checkerboard pattern. Completed 2011. Drawings for Phase 2 of the work have been completed and work will be completed in 2015.

Renovation of Building 166, National Oceanic and Atmospheric Administration Pacific Region Center, Ford Island, Pearl Harbor, Hawai'i. Historical architect under contract to Wilson Okamoto & Associates, Inc. in the renovation of the 1941 concrete building (originally a first aid and decontamination building) as a storage warehouse for NOAA's Fisheries Observer Program. Participated in initial design process through design and construction phases and approved of all modifications and improvements as required by the Memorandum of Agreement with the State Historic Preservation Office.

'Iolani Palace Restoration, Phases 9 through 21. Project architect on design of restoration of 'Iolani Palace, Old Archives (Kana'ina) Building, and Coronation Pavilion; of reconstruction of 'Iolani

Barracks; and of conversion of basement storerooms to museum galleries. Work includes roof improvements, installation of air-conditioning and security systems, and diagnosing and solving problems that arise as the buildings continue to age. 1980 to 2015.

Renovation of Buildings at La Pietra (Hawaii School for Girls), Honolulu, Hawai'i. Project architect on renovation of 1922 Main Building, including repairing or replacing roof, roof structure, doors, windows, finishes, and electrical and plumbing systems; and upgrading electrical system in Science Building. 2003. Subsequent phases of work continued from 2004 through 2010.

Hilo Federal Building, Hilo, Hawai'i. Project architect on the restoration and renovation of the 1913 Classical Revival style building that houses offices for federal agencies. Work includes the restoration of the third-floor courtroom, strengthening the building's seismic resistance, designing a new interior staircase, and upgrading utility and fire protection systems. Completed 2011.

Restoration of Kalahikiola Church, Kapa'au, Hawai'i. Restoration of historic 1855 stone church badly damaged by a 2006 earthquake. Completed in 2010.

Harold K. L. Castle Foundation Building, Kailua, Hawai'i. Project architect in design of new LEED-certified Gold office building that is compatible in roof form, finish, color, and window design, and connected by a walkway, to the historic Kaneohe Ranch Building, Kailua, Hawaii. 2010.

Restoration of Hulihe'e Palace, Kailua-Kona, Hawai'i. Project architect in design of interior/exterior repair and renovation of 1838 royal residence, including restoration of plaster finishes, painting, wood repairs, gilding, and creation of a vapor-proof artifacts storage room. 1994. Reconstruction of the Palace kitchen, 2006. Repair of earthquake damage, 2009.

Royal Mausoleum Conditions Analysis Report and Restoration. Prepared report on 6 structures and the site of the Royal Mausoleum. Prepared and oversaw the restoration efforts of those structures. 2009

Academy of the Pacific Master Plan. Working with staff member Angela Thompson, AIA, developed a master plan for the Academy of the Pacific site, after evaluating existing structures and current and future programs. 2008

Punahou School Design Guidelines. As a sub-consultant to PBR Hawaii, Mason worked with Barbara Shideler, AIA, another of the firm's partners to prepare architectural design guidelines for the Punahou Campus. 2007

Renovation of 89 S. King Street, Honolulu, Hawai'i. Project architect in preparation of drawings and in construction administration services on renovation of a five-story, 1950s office building in downtown Honolulu. The building was gutted to its frame and rebuilt to provide new office, apartment, and loft space. New exterior walls and windows installed on two elevations. 2007.

Visitor Center, Pu'ukohola Heiau National Historic Site, Kawaihae, Hawai'i. Principal-in-charge, working with project architect Katharine Slocumb on the design of a Visitor Center with spaces for

exhibits, sales/administration, and for viewing the heiau. The project also included an adjacent, partially buried, comfort station. Structure is designed to conserve energy and to minimize its impact on the site. 2006.

Bachelor Enlisted Quarters, Guam. Project architect on design of 36-unit barracks building for bachelor enlisted personnel to replace two BEQs that were demolished. Building meets Anti-Terrorism/Force Protection requirements and is designed to withstand hurricanes and other extremes of Guam's environment. 2005.

Integrated Cultural Resource Management Plan, Pearl Harbor Naval Complex, Oahu, Hawai'i. Historic architect and contributing author in development of a management plan and interpretive opportunities for historic cultural resources at Pearl Harbor. Provided overall history and analysis for the Complex and for twelve historic zones within it and developed planning guidelines for each zone. Subcontractor to Helber Hastert & Fee, Planners. 2002.

'Iolani Palace Basement Galleries, Honolulu, Hawai'i. Project architect in design of temperature-controlled museum galleries for the display of artifacts of the Hawaiian monarchy. Galleries were converted from storerooms in the basement of the 1882 royal residence. 2001-2003.

Restoration of Old Lahaina Courthouse, Lahaina, Maui, Hawai'i. Author of Historic Structures Report and project architect in the design of the restoration of an 1856 coral stone building, including the strengthening of the structure, incorporation of an elevator to meet ADA accessibility requirements, and installation of new restrooms. 1999.

Adaptive Reuse of Hilo Masonic Hall, Hilo, Hawai'i. Project architect in design of retail/office spaces in 1908 building, which required introduction of new infrastructure while preserving or recreating its original architectural elements. Won a 1998 Award of Merit from AIA, Honolulu Chapter. 1998.

Adaptive Reuse of Former Wailuku Circuit Courthouse, Wailuku, Maui, Hawai'i. Project architect and co-author of Historic Structures Report for 1908 building, which was adapted for use as office space. Design included the restoration of entry lobbies and the second-floor courtroom space, installation of new air-conditioning, electrical, data, and telephone systems, and compliance with ADA accessibility requirements. Won 1993 Preservation Award from Maui Historical Society and 1994 Award of Merit from AIA, Honolulu Chapter. 1991-1993.

### **Education**

M. Arch., University of Michigan, Ann Arbor, Michigan, 1974

B.S., University of Michigan, Ann Arbor, Michigan, 1972

US Army Corps of Engineers Construction Quality Management for Contractors Certificate, valid through 2017



**Professional Registrations**

Architect, State of Hawai'i, 1976, Certificate No. A4073

National Council of Architectural Registration Boards, No. 47,120

**Professional Affiliations**

Hawaiian Historical Society

President, 2011 to 2013

Secretary, 2009 to 2011

Director, 2007 to 2013

Hawaii Contract Bridge Units Association

President, 2012 to present

Hawai'i Architectural Foundation

Vice-President, 2015

Director, 2002-2008, (founding member), 2011 to present

Secretary/Treasurer, 2003 to 2008

Seagull Schools, Inc.

President, Board of Directors 1992 to 1996

Board Member, 1989 to present

American Contract Bridge League - Unit 470

President, 2009-2010

Board of Directors, 2005 to 2007, 2009-2010

Tugboat Hoga Preservation Society

Director, 2002 to 2004

Bishop Museum Association Council

President, 2001 to 2002

Secretary, 1997 to 2001

Director, 1995 to 2006

AIA/Hawai'i State Council

President, 1996 to 1997

Vice-President, 1995 to 1996

Board of Directors, 1994 to 1995

Chairman of Editorial Board, "Hawaii Pacific Architecture" 1997 - 1998  
and member of this board, 1993 - 1998

American Institute of Architects (AIA)/Honolulu Chapter

President, 1991

President-Elect, 1990

Director, 1981 to 1983, 1988 to 1989

Chairman, Awards Committee, 1992 to 1993

Project Director, Oral History Grant, 1981 to 1982

Editor, "Hawaii Architect", 1976 to 1980

Chairman, Government Affairs Committee, 1987

**Consortium Member Name:** Jason A. Hobson  
**Title:** Founding Partner  
**Company Name:** Hobson Bernardino + Davis LLP

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Mr. Hobson is a founder partner of Hobson Bernardino + Davis LLP, and as an experienced executive and developer of affordable housing and an attorney specializing in real estate and tax credits. Developed over 1,000 units of affordable housing for low-income families and seniors, including Garvey Court Apartments, a LEED Platinum and first wellness-focused community for low-income seniors in Los Angeles which features a health clinic and free services for the residents.

As a founding partner of Hobson Bernardino + Davis LLP, an “AV Preeminent” rated law firm and a Certified B (Benefit) Corp. for its socially responsible practices. Mr. Hobson represents developers and investors, utilizing Low-Income Housing Tax Credits, New Market Tax Credits, Historic Tax Credits, Renewable Energy Tax Credits and Tax-Exempt Bonds to finance “community impact” projects. To date, he has structured over \$750,000,000 of tax credit and bond transactions across the United States. Jason was previously senior legal counsel and an officer of a national tax credit syndication firm engaged in Low-Income Housing Tax Credit, Solar Tax Credit and Historic Tax Credit equity investments throughout the United States. Jason was also previously an attorney and a key member of the Affordable Housing Teams practice teams of Pillsbury Winthrop Shaw Pittman LLP and Cox, Castle & Nicholson LLP. Most of the projects which Jason provides assistance involve numerous layers of public and private funds, tax credits, and complex regulatory requirements. Jason routinely advises clients on commercial real estate projects and finance matters involving significant real estate assets across the state.

Recently appointed by the California Public Utilities Commission in a 5-0 vote to its Low Income Oversight Board to advise on the \$5 Billion public-private partnership programs for low-income residents of California. In addition to his law practice, Jason is a board member of Synergy Community Development Corporation, a 501(c)(3) nonprofit corporation engaged in the preservation and development of affordable housing. Jason is a 5-Time finisher of the Ironman Triathlon.

#### **Education**

University of California, Hastings College of the Law (*Juris Doctor*)

University of California, Los Angeles Anderson School of Management (MDE Program)

California State University (*Cum Laude*, Highest Honors)

Waseda University (Tokyo, Japan)

#### **Publications and Related Matters**

“Disadvantaged Get an Advantage – Federal New Markets Tax Credit program pumps \$460 million in new equity into California” *California Real Estate Journal*

“Removing the Roadblocks: How to Make Sustainable Development Happen Now” July 2009, participant in development of Berkeley Law, UCLA Law and Bank of America Policy Report.

“Tax Credit Update – Recent Guidance for LIHTC and NMTC Programs” - *Pillsbury Winthrop on Affordable Housing*

“New Markets Tax Credits: A New Idea for an Old Problem” – *2004 Issue, Pillsbury Winthrop on Real Estate*

“Avoid the Pitfalls of Tenant Relocation Assistance” – *Journal of Property Management*, co-authored with Gary P. Downs, Esq.

“New Markets Tax Credits: After Much Delay, NMTC Proceeds Start Flowing” – *2004 Issue, Pillsbury Winthrop on Affordable Housing*

“As Federal and State Subsidies to Older Projects Expire, Developers and Public Entities Focus on Affordable Housing Preservation” and “New Markets Tax Credit Update” – *2003 Issue, Pillsbury Winthrop on Affordable Housing*

“Relief at Last: IRS Releases Revenue Ruling Relating to Impact Fees and Eligible Basis” and “California Multifamily Revenue Bond Statute Sunset Jeopardizes Third Round Deals” – *Premiere Issue, Pillsbury Winthrop on Affordable Housing*

Frequent speaker and panelist on Tax Credit and Real Estate matters

#### **Affiliations**

California Public Utilities Commission’s Low Income Oversight Board Member

Board Member, National Asian American Coalition

Member, National Asian Pacific American Bar Association

Faculty Member, Practising Law Institute (Tax Credits & Tax-Exempt Bonds)

Member, Real Property Law Section of California State Bar

Board Member, San Gabriel Valley Consortium on Homelessness

**Consortium Member Name:** Dennis Groh  
**Title:** Vice President, Chief Marketing Officer  
**Company Name:** Engineering Services Network, Inc. (ESN).

Mr. Groh has more than 35 years of extensive experience in managing acquisition and information technology resources in both the public and private sectors. At ESN, his duties include helping generate business development initiatives and opportunities to lead ESN toward achieving its new business growth goals and objectives. He leads ESN's growth, sales, and marketing strategy through business development activities, and strategic planning. Mr. Groh is instrumental to ESN's effort in establishing new business alliances, cultivating strategies for establishing partnerships, and forming business relationships. He participates in deal negotiations, contract development, and leading new business expansion projects. Through his guidance he has led ESN's growth from a small business to a large business with new contract awards value at over \$61M as a result of his outstanding business development efforts.

Before joining ESN, Mr. Groh was Executive Director of Business Development for federal civilian programs at RS Information Systems in McLean, VA. His extensive background includes senior-level management posts at STG Inc., where he was Vice President of the Corporate Development Office and Vice President of the Government-Wide Acquisition Contracts program; Siemens, where he was General Manager of the Government Business Office; and Computer Sciences Corp., where his vision and strategies enabled him to lead the Joint Defense Integrated Solutions (JDIS) Business Development Team. Mr. Groh was also Vice President of Business Development for Boeing Information Services.

Mr. Groh retired from Federal Government Service in 2003, and his prior Senior Executive Service (SES) government experience includes Deputy Assistant Commissioner at the General Services Administration, responsible for its Office of Service Delivery, Federal Technology Services Organization. In this SES position he was responsible for managing the Federal Government's \$1 Billion per year FTS2000 and FTS2001 long distance telecommunications programs providing voice, data, video, wireless, and satellite services to more than 150 government agencies around the world. During his tenor he managed the GSA telecommunications response to the 9/11 network disruptions bringing critical services back online. He was instrumental for the worldwide Y2K planning program for federal government network preservation and restoration including activation and staffing of national and regional operations centers. He helped manage the transition to FTS2001 contracts from FTS2000 contracts for all federal agencies. Mr. Groh was Director of the Defense Information Systems Agency (DISA) Information Technology Procurement Organization. In that capacity, he was responsible for more than 90,000 information technology contracts with a life cycle value in excess of \$12 billion. Additional Government experience includes working at the Department of Treasury, the Department of Treasury Office of the Comptroller of the Currency Farmers Home Administration, and U.S. Air Force Military Airlift Command at the 375<sup>th</sup> AAW Base Contracting Office, Scott AFB, IL within the U.S. Air Force Military Airlift Command under the prestigious Copper Cap Executive Training Program in 1972, where he began his federal career.

Mr. Groh received his Bachelor of Arts from McKendree College and his Master's in Human Relations and Procurement Management from Webster University.

**Consortium Member Name:** Mark Stephen Chasan  
**Title:** CEO, Entrepreneur, Lawyer, and Integrator  
**Company Name:** AWE Global, Inc. and Transformative Capital

Mr. Chasan is a seasoned executive, entrepreneur, whole systems integrator, futurist and regenerative community's developer (AWE Global, Inc.). Finance & strategic advisor with experience in cleantech IT and natural brands (Transformative, Inc.), Twenty-five years of management and legal experience with an in depth understanding of strategic development, marketing, sales, promotions, press relations and online retail sales. He is a Fortune 50 executive (IBM), and social impact attorney (Hobson, Bernardino + Davis) with expertise in finance, operations, business development, branding, law and enterprise strategy.

### **Work Experience**

#### A.W.E. Global, Inc., Founder and Chairman (2010-Present)

This company was formed in 2010 to develop sustainable communities and urban advancement centers to create a world of Abundance, Wellness & Enlightenment. Duties include vision creation; team building; fundraising; overseeing operations, planning, design; contract negotiation and drafting; and business development.

#### Transformative, Inc. & Transformative Capital, Inc., Founder and Chairman (2007-Present)

Transformative is multi-disciplinary strategic advisory and outsourced services firm that focuses on helping social entrepreneurs and companies obtain the resources they need to succeed, including capital, human, technological and market resources.

#### Clean Fund - General Counsel, VP Business Development & Advisor (2011-Present)

Clean Fund is a specialty energy improvement finance company and a leader in providing PACE financing. Initially provided advisory services and business development to help the company grow to a leader in PACE financing and joined the company as General Counsel & VP of Business Development in September, 2013. Duties for Clean Fund include developing the business plan, recruiting key executives, introducing high visibility projects, raising equity and debt financing, as well as providing legal negotiation, review and document drafting. Participated in over \$65 million in financing, built a sales pipeline of over \$25M and brought financing opportunities of over \$200 million.

#### Hobson, Bernardino +Davis - Special Counsel (2013-Present)

HB+D is AV-Rated Preeminent law firm. The firm's practice areas are business, securities, real estate, tax equity, energy, utilities, clean tech, IT, communications, media and health care. HB+D brings sophisticated practices with entrepreneurial experience to a socially responsible, creative and nimble platform, resulting in competitive rates, innovative insights and superior services. Special Counsel duties include providing advice, counsel and legal services focused on social entrepreneurs in renewable energy, natural brands, media and IT with a focus on business, contracts, securities, finance and M&A.

#### Greenbridge Capital Group, Inc. Chairman & Managing Director (2005-2007)

Co-founder and co-leader of a multi-faceted private equities and strategic advisory firm focusing on companies that are sustainable, environmentally conscious and transformative. Duties include daily co-managing operations; business development; deal analysis, diligence and structure;

contractual negotiatic co-management of members and af. .tes; financing structure and investments.

Publex Ventures, LLC, Managing Partner. (2003-2005)

Co-founder and co-leader of this private equities firm focused on private-to-public value arbitrage. The firm consulted with numerous early stage companies and helped raise millions of dollars for the firm's clients. Duties include daily co-managing operations; business development; deal analysis, diligence and structure; contractual negotiations; co-management of members and affiliates; financing structure and co-approval of investments. The company was acquired by MCC Global.

ShareComm, Inc., Co-founder and Chairman (2002-2004)

P2P technology, media and community website. Grew the company to 3 million users in 9 months. Marketing, promotion and distribution of digital content using peer-to-peer technology. New content delivery network solutions for enterprise with grid computing. Aggregation of mass audiences through online communities leveraging distributed computing. Exited with a sale to Stirling Bridge aka Morpheus.

IBM, Executive Consultant (2000-2001)

Acted as a leader and innovator in IBM's digital media practice, developed solutions offerings and "go-to-market" strategies. Led innovative business, channel and strategic development.

EMusic, Founder, Chairman and CEO (1995-1999)

Founded EMusic, a premiere online music retailer and the leader in downloadable music, and handled all formation issues including forming the corporate entity, drafting the business plan financial projections, competitive analysis and ROI projections. Negotiated merger and acquisition agreement with GoodNoise and contributed to EMusic (NASDAQ: EMUS) obtaining a market valuation of over \$400 Million.

Chasan & Associates (1985-1998)

Attorney in private civil practice with specialties in the areas of Technology (Internet, multimedia, interactive, development contracts, software licenses, software litigation); Business (contracts, corporate formation and operation, civil litigation); Intellectual property (copyright and trademark); Securities (private offerings, mergers & acquisitions); and Entertainment law (film, music, publishing, advertising)

**Licenses**

California State Bar, Admitted to Practice June 11, 1985

**Education**

Postgraduate - Western State University, Fullerton, California - Juris Doctor – 1985 (Honors Moot Court)

Undergraduate - Western State University, Fullerton, California - Bachelor of Science in Law – 1983

**Organizations**

Co-Founder and Advisor to Sustainable Businesses Council

Founder of A.W.E. Institute

Investors Circle

Social Ventures Networks

NRDC

Green for All

Heal the Bay

Green Technology Institute

Pachamama Alliance

**Consortium Member Name:** Jerome A. Landry, Sr. (Brigadier General, USAF (Ret))  
**Title:** Chief Executive Officer  
**Company Name:** Landry Consulting, Ltd.

Mr. Landry has over 30 years of success in multiple leadership positions. Hands-on experience leading large organizations, communications/computer operations, logistics, contracting/procurement, fiscal/budget planning and business development enterprises. Experience includes acquiring new business for both corporate entities and professional associations. Providing consulting services with regard to direction and guidance to companies and other entities desiring to do business with the U.S. Government and System Integration Companies. Prior experience includes:

Chief Executive Officer & President, Frontier Technology, Inc. (FTI). Responsible for the leadership/management of an Information Technology company with annual revenue of \$130.7 Million. FTI performs professional services for the Dept. of Defense, US Air Force, British Royal Air Force, Dept. of Homeland Security and several Commercial Companies performing Satellite Sensor Calibration,

Program and Financial Management, Water Quality Monitoring, and Engine Predictive Failure Prognostics. It engineers, installs, and maintains Information Technology capability for commercial and government clients. Grew the business by 45%.

Partner Executive, Global Defense, Space & Security Group, Cisco Systems, Inc. Managed a Cisco business initiative to enter into long term alliances with 11 of the world's leading Systems Integration Companies. The objective of this initiative was to integrate Cisco solutions and capabilities into the C4ISR, Space, and Weapon Systems developed by these companies in response to U.S. and International Defense Agency requirements. In 18 months, the revenue potential developed and validated by this new function has been documented at over \$520 Million.

Vice President, Logistics, Information Technology Support, and Transportation, TRW Systems, Inc. Led a 425 person Business Unit with annual sales of \$125 Million. The Unit focused on the generation and execution of programs with (primarily) the Dept. of Defense and the Federal Government in the areas of software development, systems engineering, business process reengineering, staff/exercise support, and training. The unit experienced a 12-14% revenue growth each year I ran it and had a composite proposal win rate of 83% during that period. (1998 – 2001)

Senior Vice President, Business Development Office, BDM International, Inc. Part of a two person cadre that started the BDM Business Development Office and grew the function to 10 people in less than a year. The office was charged with the business development/marketing of Dept. of Defense and other Federal programs. During this period, was Account Executive for 16 major programs. Of those, won 12 (worth \$923 Million) and lost three (\$58 Million). (1997 – 1998)

Brigadier General, U.S. Air Force. As a General, served as the Director of Command, Control, Communications, and Computers at the U.S. European Command (Stuttgart, Germany) and the U.S. Transportation Command (Scott AFB, Illinois). As a Colonel, was the Senior Communications, Computer and Air Traffic Control Officer in Military Airlift Command and the



Commander of the 16,000 person Airlift Communications Division. Was Commander of the Standard Systems Center (the US Air Force's software development center), and Commander of the Defense Information Technology Contracting Office, (the agency which contracts for all telecommunications capability for the Dept. of Defense, the Federal Aviation Agency, and other Federal Agencies.) While in the in the US Air Force, commanded four communications, computer and air traffic control units, served variously in test management, operations, plans and requirements, contracting/procurement, and as an Executive Officer (three times).

#### **Education**

Advanced Management, Graduate School of Business, Indiana University  
Master of Science, Public Administration, Auburn University  
Bachelor of Science, Bacteriology, University of SW Louisiana  
Air War College, Air University  
Industrial College of the Armed Forces, National Defense University  
Air Command and Staff College, Air University

#### **Professional Associations**

United Services Organization (USO): Board of Directors and Finance Committee  
Armed Forces Communications-Electronics Association (AFCEA) International: Board of Directors; Chairman, Career Transition Committee; Member, Information Technology Committee and Technical Committee, Chairman, Technology Forum  
AFCEA Washington Chapter: Board of Directors; Chairman, Long-Range Planning Committee, Chairman, Ethics Committee, Chairman, Model Chapter Committee, and Member, Technology Committee  
Building Services Corporation: Board of Directors  
Air Force C4 Association: Board of Directors  
National Defense Transportation Association: Member, Business Process Committee  
Military Communications (MILCOM) Symposium & Exposition: Finance Chairman

**Consortium Member Name:** Gerry Jordan

**Title:** Acquisition & Procurement Policy Subject Matter Expert

**Company Name:** Jordon Consulting

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Mr. Jordan has had a distinguished career as a Department of Defense (DOD) civilian technician, action officer, leader, and manager. Broad experience in electronics, communications, Information Technology, procurement, acquisition, planning, and management. Core competencies include:

**Contract Formation and Administration**

- Acquisition Strategy and Planning
- Telecommunications/IT Management
- Personnel Management and Mentoring
- Business Analysis
- Procurement Policy/Procedure Development
- Process Review and Improvement
- Change Management
- Strategic and Tactical Planning
- Customer Service and Problem Resolution

Prior experience includes:

**DISA Technical Director:** Provided acquisition strategies and plans.

- Promoted competitive procurements, along with the acquisition of commercial items
- Finalized DoD/General Services Administration (GSA) final Future COMSATCOM (Commercial Satellite Communication) Services Acquisition (FCSA) Request for Proposal
- Participated on DISA Working Group to improve and streamline the Request Fulfillment process for obtaining Defense Information Services Network (DISN) services

**Chief, Procurement Policy, Quality Assurance, & Procedures Division.**

- Analyzed Federal Acquisition Regulation (FAR) changes, developed and maintained Agency procurement policy and procedures to implement and supplement such changes
- Developed and managed quality control program to ensure compliance with Federal and Agency procurement policy and procedures
- Implemented Agency internal management control program to ensure appropriate checks and balances were put in place and tests were conducted to measure results

**Defense Information Systems Agency, Sembach AB, Germany/ Deputy to the Commander/Chief, Europe Procurement Branch, DITCO Europe.**

- Assisted Commander with operation of contracting office
- Managed award and administration of telecommunication service and IT product and service contracts for requirements in the Europe, Africa, and Southwest Asia areas.
- Served as Telecommunication Services Contracting Team Lead for the DISA Integrated Defense Enterprise Acquisition System (IDEAS) project, to replace DITCO's legacy contracting systems with a single, seamless contracting and workflow application

Defense Information Systems Agency, Scott AFB, IL /Chief, Mission Support Division, Chief, Federal Aviation Administration Division, Chief, Acquisition Support Division, and Chief, Plans, Programs, & Analysis Division, DITCO Scott.

- Managed IT operations supporting DITCO's five contracting offices
- Managed establishment and administration of telecommunication and IT requirements for FAA customers
- Served as Acquisition Manager for the DITCO Encore IT solutions procurement
- Developed and maintained policies and procedures for the procurement of telecommunication and IT requirements by DITCO contracting offices
- Provided analytical and programmatic support for DITCO activities

Defense Information Systems Agency, Ft Shafter, HI / Deputy to the Commander/Chief, Pacific Branch, DITCO Pacific.

- Assisted Commander with operation of contracting office
- Managed establishment and administration of telecommunication service, network, and equipment contracts in Hawaii and Pacific areas
- Managed administration of the Oahu Telephone System (OTS) contract providing telephone service to all military installation on the island of Oahu
- Initiated acquisition planning for Hawaii Information Transfer System (HITS) procurement, the replacement for the OTS contract

Defense Information Systems Agency, Scott AFB, IL /Chief, Office of Policy, Plans, & Procedures and Communications Specialist, DITCO Scott.

- Developed and maintained DISA procurement policies to supplement and implement statutory and regulatory requirements of the FAR and the Defense FAR Supplement (DFARS)
- Developed and maintained DISA procurement procedures to achieve compliance with the FAR, DFARS, and DISA policies
- Managed the solicitation and contract review program to ensure compliance with the FAR, DFARS, and DISA policies
- Assisted customers with the development and review of Statements of Work and Performance Work Statements for complex telecommunication networks
- Procured and implemented the Defense Commercial Telecommunications Network (DCTN), DITCO's first \$1B contract
- Developed the Performance Work Statement for the first DCTN video studio community

**Education:**

- Sacramento City College, Sacramento, CA
- Associate of Arts Degree in Business and Computer Programing

**Professional Certification**

- Defense Acquisition Workforce Improvement Act (DAWIA) Level III Certification in the field of Contracting (high level)
- Department of Defense Acquisition Corps member
- Held Unlimited Contracting Officer (CO) warrant, as well as \$50M and \$1M CO warrants

**Consortium Member Name:** Edward "Scott" Dillon  
**Title:** Working Capital Fund & Financial Operations Subject Matter Expert  
**Company Name:** Dillon Consulting

Mr. Dillon retired from his position as Chief of the Defense Information Systems Agency (DISA), Defense Working Capital Fund (DWCF), Telecommunications Services/Enterprise Acquisition Services (TS/EAS) Financial Operations Division, DISA Comptroller Directorate on 1 October 2014. He was responsible for managing global financial operations in support of a \$6 billion DISA DWCF program. He also served as the Senior Financial Advisor to the Director for Procurement/Chief, Defense Information Technology Contracting Organization (DITCO) on all financial and budgetary matters.

Scott graduated from Grove City College in Grove City, Pennsylvania, in 1976 where he received a Bachelor of Arts degree in Business Administration. He received a Master of Business Administration degree from Southern Illinois University in 1994. Mr. Dillon graduated from Air University, Professional Military Comptroller School at Maxwell AFB in 1988. He received a Professional Designation in Cost and Price Analysis from the Air Force Institute of Technology in 1989. He successfully completed all requirements for Level III certification in the Defense Acquisition Career Field of Program Management in 1995. In 2004, Scott became a Certified Defense Financial Manager under the sponsorship of the American Society of Military Comptrollers and maintains an active certification today.

Mr. Dillon entered the federal service as a GS-05 intern in 1978 with the Department of Commerce/Census Bureau as a Survey Statistician working out of the Jeffersonville, Indiana, field office. In 1981, he accepted a GS-11 Management Analyst position with the U.S. Air Force at Wurtsmith AFB, Michigan. In 1983, he moved to Washington DC and the Pentagon where he worked on the Air Staff as a Supervisory Cost Analyst developing and defending operating and support cost estimates for major weapon systems. During his six years working on the Air Staff, Scott was promoted to the rank of GS-14. In 1989, he accepted a GS-14 Supervisory Management Analyst position with the Defense Commercial Communications Office (DECCO), Defense Communications Agency (DCA) located at Scott AFB, Illinois. In 1993, Mr. Dillon was promoted to a GS-15 Program Manager position as the Director of the Defense Information Technology Contracting Organization's (DITCO) Plans and Policy Office, Scott AFB, Illinois. In 1996, Scott was selected to serve as DITCO's Comptroller, a position that evolved into his final assignment as Senior Financial Manager/Resource Manager.

Mr. Dillon received numerous awards throughout his 36-year federal career, including two Meritorious Civilian Service medals, special recognition for his work on a Joint DoD Base Realignment and Closure Cost Model, and a Professional Military Comptroller School Leadership Award. He is a lifetime member of the American Society of Military Comptrollers and has twice served as Chapter President for the Land of Lincoln Chapter. In his second career he is working as an educator and consultant on various projects of interest.

## ATTACHMENT 3. REPRESENTATIVE PROJECT EXAMPLES

Below are select representative project examples specifically provided due to the applicability as they relate to this project.

<b>Contract Number:</b>	GS-06F-0514Z/VA118-10-F-0486
<b>Contractor Name:</b>	Engineering Services Network
<b>Customer Name:</b>	Department of Veterans Affairs
<b>Period of Performance:</b>	09/24/2010 to 09/23/2015
<b>Completion Date:</b>	09/23/2015 - with all five contract options exercised.
<b>Contract Type:</b>	Firm Fixed Price (FFP)
<b>Place of Performance:</b>	Veterans Administration (VA) and non-VA facilities in the US
<b>Current Value:</b>	\$6,100,000.
<p><b>Purpose:</b> ESN supports the deployment and operation of standard monitoring and performance assessment software, and the analysis of results generated by such software for the VA EIE support contract. ESN's provides and delivers mission-critical services to the VA in the areas of IT System Design, Development, Implementation, and Integration. We ensure that all project deliverables are in conformance with VA standards and requirements. We have incorporated the ProPath methodology for our contract deliverables.</p>	
<p><b>Major Deliverables:</b> Deliverables were submitted to the ESE Program Manager (PM) according to the contract requirements and stored on the VA SharePoint site for this project. Specific major deliverables provided by ESN resources included the Project Management Plan, Weekly Status Report, Engineering Assessment Reports and Supporting Documentation, Information Technology Remediation Strategies and Best Practices Standardization and Implementation.</p>	
<p><b>Describe Significant Achievements:</b> ESN has provided eight ad-hoc assessments of high visibility issues with short turnaround. These assessments have been provided to senior VA IT management.</p>	
<p><b>Awards or Acknowledgement Received:</b> The quality and insightfulness of ESN deliverables have been complimented by the Chief Information Officer, PDCIO, and senior managers in System Design and Engineering (SD&amp;E).</p>	

<b>Contract Number:</b>	GS-06F-0514Z/VA118-10-F-0486
<b>Contractor Name:</b>	Mason Architects, Inc.
<b>Customer Name:</b>	Bernice Pauahi Bishop Museum
<b>Period of Performance:</b>	2006 to present
<b>Completion Date:</b>	2009, 2012, on-going
<b>Contract Type:</b>	Firm Fixed Price (FFP)
<b>Place of Performance:</b>	Honolulu
<b>Current Value:</b>	\$26,000,000
<p><b>Purpose:</b> Bishop Museum has a multiple-building campus that houses 14,000,000 objects and is the primary repository for Hawaii's cultural history. Upgrading facilities is the primary purpose of all work done by MAI on the campus.</p>	
<p><b>Major Deliverables:</b> Hawaiian Hall Complex completely modernized. Historic survey completed for Bishop Hall. Renovations to campus pedestrian and accessibility paths. Master planning of site, including detailed examination of Collections needs and preliminary design of new collections complex.</p>	
<p><b>Describe Significant Achievements:</b> Award-winning renovations to Hawaiian Hall, improvements to site environment.</p>	
<p><b>Awards or Acknowledgement Received:</b> American Institute of Architects Honolulu Chapter merit Award, Historic Hawaii Foundation award.</p>	

<b>Contract Number:</b>	Not Applicable for this project.
<b>Contractor Name:</b>	Mason Architects, Inc.
<b>Customer Name:</b>	New Moon Foundation 53-496 Iole Road Kapa'au, Hawaii, 96755
<b>Period of Performance:</b>	2000 to Present
<b>Completion Date:</b>	2006 and on-going

<b>Contract Type:</b>	Fixed Fee
<b>Place of Performance:</b>	Kapa'au, Hawaii
<b>Current Value:</b>	\$6,000,000
<b>Purpose:</b> Mason Architects began this project with a detailed study of 26 buildings within the Bond complex. Seven of those facilities are at the former Bond Girls' School. MAI prepared exterior renovation drawings. Work was completed in 2006. MAI then prepared plans to convert the site to house the Contemplative Education Center. Permit awarded but work stopped due to financial collapse in 2008. Completed revisions to the plans which are now in the Awaiting Permit Stage.	
<b>Major Deliverables:</b> Renovation Plans	
<b>Describe Significant Achievements:</b> Working with the State Historic Preservation Division and the Owner's representatives to arrive a reasonable solutions to bring this abandoned site back to life.	

<b>Contract Number:</b>	Not applicable for this project.
<b>Contractor Name:</b>	Lend Lease
<b>Customer Name:</b>	Kunia Village Development Corporation
<b>Period of Performance:</b>	2011 to present
<b>Completion Date:</b>	2016
<b>Contract Type:</b>	Fixed fee
<b>Place of Performance:</b>	Kunia Village, Oahu, Hawaii
<b>Current Value:</b>	\$40,000,000
<b>Purpose:</b> To provide work force housing for agricultural field workers. This is being done through the selective demolition of 33 houses, moving 4 houses, rehabilitating 45 houses and constructing 37 new houses, while completely upgrading the site infrastructure. Construction to start 1 June 2015.	
<b>Major Deliverables:</b> Plans for the renovations and new housing. National Register nomination forms (accepted by the Keeper of the National Register), and applications for Federal Preservation Tax Credits (accepted by the National Park Service).	
<b>Describe Significant Achievements:</b> Negotiating with various State and Federal agencies to make a complex project move forward.	



<b>Contract Number:</b>	SC-ENV-0900006-2
<b>Contractor Name:</b>	MELE Associates, Inc.
<b>Customer Name:</b>	City and County of Honolulu
<b>Period of Performance:</b>	8/16/08-3/31/13
<b>Completion Date:</b>	3/31/13
<b>Contract Type:</b>	Time and Material
<b>Place of Performance:</b>	Honolulu, HI
<b>Current Value:</b>	\$3,622,500.00

**Purpose:** MELE Associates provides Construction Management services for the modification and expansion of the Honolulu Plant for Waste to Energy Recovery (HPOWER) for the City and County of Honolulu. The scope of work requires building two bag houses and demolishing and disconnecting two electrostatic precipitators, as the bag houses are cleaner than the electrostatic precipitator. MELE Associates, serving as the construction management firm, provides oversight of more than six subcontractors to accomplish the HPOWER tasks. These tasks include:

- Designing of bag houses' foundations and utility interconnects
- Mobilizing construction
- Securing building permits
- Site work for the foundations of the bag houses
- Installation and erecting of bag houses
- Demolishing and disconnecting two electrostatic precipitators
- Testing of the bag houses and certifying final compliance
- Ensuring all work meets EPA standards

**Major Deliverables:** Major deliverables MELE is responsible for include:

- **Construction Monitor Support Services** – Schedule and conduct preconstruction meetings to discuss procedures, issues, and scheduling; monitor contractors to ensure work proceeds in accordance with contract documents; settle job and contract related problems; establish procedures for processing all job documentation.
- **Construction Scheduling** – Review and monitor the contractor's work schedules and ensure the project is completed within the agreed time frame; review and make recommendations for adjustments.
- **Concurrent Operations** - Coordinate all construction activities with plant operations and monitor the installation and removal of temporary structures.
- **Cost Control** - Maintain cost accounting records of authorized work; provide cash flow reports/forecasts; review estimates/compare actuals; advise when necessary.
- **Quality Control** - Monitor all quality control and require contractor to adhere to an agreed upon quality control program; review servicing of all equipment.
- **Materials and Equipment Receiving** - Coordinate servicing of testing agencies, all records, and documentation related to equipment warranties, certificates.
- **Records** – Establish, maintain, and report on all required documentation for the project, including as-built drawings.

- **Final Completion, Closing, and Inspection** – Complete final reviews and testing and coordinate the final acceptance of Facilities.
- **Construction Changes and Claims** – Prepare and recommend all documentation required for changes to contract and issue change orders.

**Describe Significant Achievements:** Through the duration of this project, MELE was able to maintain both cost and schedule, while minimizing change orders. By using face-to-face or teleconference facilities to institute regular feedback sessions facilitated by the PM/CM, stakeholders and any subcontractors, MELE has been able to adapt plans and schedules to keep construction on time and on budget.

<b>Contract Number:</b>	SC-DDC-10000131
<b>Contractor Name:</b>	MELE Associates, Inc.
<b>Customer Name:</b>	City and County of Honolulu
<b>Period of Performance:</b>	7/9/10- 9/26/12
<b>Completion Date:</b>	9/26/12
<b>Contract Type:</b>	Firm Fixed Price
<b>Place of Performance:</b>	East Kapolei, Oahu
<b>Current Value:</b>	\$140,000.00

**Purpose:** The City and County of Honolulu has been experiencing a lot of residential and commercial growth in East Kapolei with plans for more developments in the near future. For the City and County (C&C) of Honolulu to maintain rapid response times to emergencies in the area, a new fire station needed to be built. The new fire station location is being built on two acres of land adjacent to the Department of Hawaiian Home Lands headquarters and will house an engine company and a ladder company with a total of 30 personnel.

MELE Associates was awarded a contract from the C&C of Honolulu to provide Construction Management and consultation services for the design/build of the East Kapolei Fire Station. MELE construction management services for this project include:

- Coordinating the work of the project contractor with the activities and responsibilities of the city and providing qualified personnel
- Conducting preconstruction meetings and overseeing procedures, progress of work, scheduling and all related matters
- Ensuring the overall quality of work being performed by conducting inspections
- Obtaining and maintaining all required permits
- Review job scheduling, access requirements, protection of the public and endeavor to see that the installed work is protected
- Preparing regular reports on construction progress
- Overseeing all quality control

**Major Deliverables:** Under this contract, MELE is providing three key personnel: a Construction Manager, Construction Inspector, and a clerical support person to help oversee this project. The fire station will also act as a regional station, offering a depot for storage of supplies and equipment that can be deployed quickly to the region in the event of natural or man-made disasters. An on-site, four-story training tower and training ground will allow the fire station to serve as a regional training facility that will allow nearby Honolulu Fire Department companies to participate in training sessions as well.

**Describe Significant Achievements:** Additional tasks were awarded based on the performance and management on our MELE's initial execution of the project.

<b>Contract Number:</b>	S00245-06/PY19785/PY20261/E0120068/PY21887/PY21712/S84026-07/74002-07/S84029-07
<b>Contractor Name:</b>	MELE Associates, Inc.
<b>Customer Name:</b>	Hawaii Department of Education
<b>Period of Performance:</b>	6/22/06 - 8/31/07
<b>Completion Date:</b>	8/31/07
<b>Contract Type:</b>	Firm Fixed Price
<b>Place of Performance:</b>	Various Sites on the island of Oahu, HI
<b>Current Value:</b>	\$289,701.50
<p><b>Purpose:</b> MELE has been contracted by the Hawaii Department of Education (DOE) for ten construction projects at various educational institutions on the island of Oahu within the past year. More than \$289,000 worth of construction projects was awarded to MELE based, with the additional tasks being awarded based on the performance and management on our very first project.</p>	
<p><b>Major Deliverables:</b> MELE's projects with the Hawaii DOE include:</p> <p><u>Waiahole Elementary School</u> – Provided grounds maintenance and various repairs on the school's campus. The work included the removal of all trees and the clearance of ground vegetation from the property boundaries of the school.</p> <p><u>Honowai Elementary School</u> – Provided drainage improvements and other grounds maintenance, including scope regarding, which was necessary to prevent water build-up along the grounds of the school.</p> <p><u>Fort Shafter Elementary School</u> – Provided renovations for two bathrooms inside the school. The work included the removal, replacement, and disposal of the existing ceramic floor tile and base covering. As well as replacing floor drains and connections.</p> <p><u>Kalani High School</u> - Performed painting and installation of chain-link fence, and other miscellaneous repairs and maintenance. MELE repainted the interior walls of Building G as well as an exterior shed and porch, installed a 4' chain-link fence around the schools parameter, and provided other repairs as required.</p>	

Kipapa Elementary School – Improved the draining system, and minor repairs to Building A and the cafeteria. The work included the grade and installation of a swale system to improve drainage & eliminate pooling of water between building A and the cafeteria.

Aiea High School - Resurfaced the sidewalks around the bleachers around the athletic fields. Resurfacing was necessary to prevent injuries to spectators and athletes who utilize the school's athletic fields, as they had become worn from heavy usage.

Pearl City High School – Installed a new chain-link fence around the parameter of the school. MELE provided all the necessary manpower, tools and equipment to achieve the task on-time and within budget.

Moanalua Elementary School – Provided drainage improvements and other grounds maintenance work throughout the entire campus. The goal of the project is to reduce water build-up, allowing a safer environment for all those who utilize the campus.

Pearl City Highlands Elementary School – Provided the installation of window security screens for building D of the elementary school. 31 windows throughout the building were replaced and taper screws were used for security purposes.

<b>Contract Number:</b>	AGSAK-06-C-0005-01
<b>Contractor Name:</b>	MELE Associates, Inc.
<b>Customer Name:</b>	Subcontractor: General Dynamics End Client: U.S. Army
<b>Period of Performance:</b>	11/27/06- 11/27/07
<b>Completion Date:</b>	11/27/07
<b>Contract Type:</b>	Time and Material
<b>Place of Performance:</b>	Fort Schafter, Oahu, HI
<b>Current Value:</b>	\$63,830.84
<p><b>Purpose:</b> Fort Shafter is the headquarters for the U.S. Army's Pacific Operations, as it is the primary Army Post supporting operations in the Asia-Pacific region. Fort Shafter was opened in 1907 and provided a key base for operations during World War II. Fort Shafter has seen a lot of wear and tear over the years, and facilities were in dire need of renovations. General Dynamics was awarded the contract to provide renovations to various facilities throughout the base, as the Army and General Dynamics have had a long-standing relationship.</p>	
<p><b>Major Deliverables:</b> As a subcontractor to General Dynamics, MELE Associates provided a variety of general construction related tasks to help give Fort Shafter a new look. MELE replaced doors, windows, air conditioners, as well as the installation of fiber optic cables at various facilities on the base.</p> <p>Door Upgrades:</p> <ul style="list-style-type: none"> <li>• Replaced outside doors with solid doors reflecting instructions in contract.</li> <li>• Installed one CDX09 electronic spin lock and one cipher door lock.</li> <li>• Equipped all interior doors with cipher locks</li> </ul> <p>Windows:</p> <ul style="list-style-type: none"> <li>• Replaced 8 windows with wood and blend with existing wall</li> </ul>	

- Replaced 20 windows with solid pane 3/8ths inch thick glass
- Installed metal grating over glass windows

**Air Conditioning Units:**

- Installed 4 window unit air conditioners and secure them according to specifications in RFP.

**Fiber Optic Cabling:**

- Installed approximately 8 drops network panduit and mm fiber cabling from server room to each workstation.

<b>Contract Number:</b>	PNA/MELE082004
<b>Contractor Name:</b>	MELE Associates, Inc.
<b>Customer Name:</b>	The Nature Conservancy
<b>Period of Performance:</b>	8/15/04 - 2/2/05
<b>Completion Date:</b>	2/2/05
<b>Contract Type:</b>	Time and Material
<b>Place of Performance:</b>	Cooper Island, Palmyra Atoll, South Pacific
<b>Current Value:</b>	\$807,200.00
<p><b>Purpose:</b> The Palmyra Atoll on the Cooper Islands is located 960 miles south of Honolulu and is home to a group of 14 research institutions that conduct marine scientific research on the island. To accommodate researchers, infrastructure needed to be designed and built for 7 year-round staff and about 3000 researcher resident days per year. Construction was expected to be completed with a short turn-around time.</p>	
<p><b>Major Deliverables:</b> YFH-MELE, JV was awarded a contract to design and construct a remote research facility on Cooper Island, in the Palmyra Atoll in the Pacific Ocean (U.S.). Architectural and design services provided by YFH included 14 small structures (120 sq. ft.) with a total of 35 beds, 7 larger structures (240 sq. ft.) including laboratory facilities, kitchen and dining facilities, and laundry facilities. The freight logistics and construction for the project was managed by MELE and included one barge delivery, one work boat delivery, and 5 air flight deliveries during the four month construction period. All supplies and equipment for the final facility and all schedules for the 30 construction and field crews members during their stay needed to be coordinated with barge deliveries and air flights.</p> <p>Over three miles of electrical and water pipes were installed to complete the facilities, and approximately three miles of electrical cabling. One laboratory structure was completed including an 800 sq. ft. enclosed, climate controlled space; one galley storage structure with a 320 sq. ft. walk-in refrigeration unit (including a chiller and a freezer) were installed. A generator and water pumping shed also were installed. Fresh water and waste water infrastructure was constructed and a seawater simple flow system was installed in the laboratory. Air conditioning was provided for the laboratory facility. The final installation required clearing and leveling 21 sites and the installation of 291 foundation blocks. The list of supplies and equipment delivered to the island included a backhoe, steam roller, excavator, peti-boom, chiller unit and a freezer unit. Building materials included 100 tons of lumber, 15,000 ft. of</p>	

electrical and water pipe, 15,000 feet of electrical cable, 9.5 tons of concrete blocks, 90,000 framing nails, 60,000 finish nails, a 255 kw diesel generator, 1200 drip edge flashing, 15,000 sq. ft. roofing, 15,000 sq. ft., roofing felt, 130 gals roofing tar, 112 electrical boxes, 32 ceiling fans, 5 shower tub surrounds, 30 doors, 97 gals paint, 97 gals primer, 50 gals drywall mud, 137 sheets of drywall, 370 sheets of T-1-11 siding. In addition, all construction tools needed to be shipped, such as shovels, picks, rakes, concrete trowels, drills, scroll saws, reciprocating saws, miter saws, and table saws.

**Describe Significant Achievements:** MELE provided quality services under difficult logistics utilizing laborer hours effectively to prevent "down time." Once the design was approved by TNC, all services were completed as requested. MELE proposed cost-saving recommendations whenever appropriate to stretch TNC dollars allocated to the project.

- MELE completed the project within four months under extreme logistical situations and environmental conditions.
- MELE completed the project within budget.
- MELE developed excellent relationships with The Nature Conservancy and partners

<b>Contract Number:</b>	AGSAK-05-C-7049-04
<b>Contractor Name:</b>	MELE Associates, Inc.
<b>Customer Name:</b>	Subcontractor: Alutiiq End Client: U.S. Army & U.S. Air Force
<b>Period of Performance:</b>	6/6/05 – 9/30/2006
<b>Completion Date:</b>	9/30/2006
<b>Contract Type:</b>	Time and Material
<b>Place of Performance:</b>	Hickam AFB, Schofield Barracks, Wheeler Army Airfield; HI
<b>Current Value:</b>	\$70,000.00
<p><b>Purpose:</b> MELE Associates, as a subcontractor to Alutiiq, LLC, was contracted to provide technical construction support and project planning for the design and construction of two modular office buildings along with utilities tasks at three locations on the island of Oahu for the U.S. Air Force (Hickam AFB) and the U.S. Army (Schofield Barracks &amp; Wheeler Army Airfield).</p>	
<p><b>Major Deliverables:</b> MELE's experienced construction staff provided technical support and project planning for the design and construction of the 31,500 square-foot modular office building at Hickam AFB, located at the General George C. Kennedy Headquarters. MELE has also provided technical support and project planning for the design and construction of modular temporary facilities and utilities work at Schofield Barracks and Wheeler Army Airfield in Hawaii.</p> <p>On-site management was provided by MELE's VP of Construction Management, Hank Rinnert, and quality assurance support along with progress reports were provided by MELE to Alutiiq as well as the end clients.</p>	

**Describe Significant Achievements:** Many buildings at Hickam were outdated, which presented problems with routine cables in the ceiling and through the walls. Mounting projectors, flat screens and monitors was hindered by unstable construction. These problems were overcome through engineering, enhanced technological advancements in the telecommunications arena, as well as through oversight program management.

**Lessons Learned:** Oversight Program Management recommended budgeting more project time for a more detailed assessment of the location to anticipate challenges further in advance.

Some of the technological and engineering solutions used to overcome these challenges were incorporated into MELE best practices and have saved time when confronted with similar structural issues on other projects.

<b>Contract Number:</b>	Q05897188/Q05897210
<b>Contractor Name:</b>	MELE Associates, Inc.
<b>Customer Name:</b>	Subcontractor: Boeing End Client: U.S. Department of Defense
<b>Period of Performance:</b>	08/12/2005 – 10/31/06
<b>Completion Date:</b>	10/31/06
<b>Contract Type:</b>	Firm Fixed Price
<b>Place of Performance:</b>	Maui, HI
<b>Current Value:</b>	\$70,000.00
<b>Purpose:</b> MELE Associates was contracted two tasks by The Boeing Company, for Architectural/Engineering (A/E) Design services at the Maui Space Surveillance Complex Facility and the Relay Mirror Experiment Site in Kihei.	
<p><b>Major Deliverables:</b> MELE completed the following projects under this contract:</p> <p><b>Maui Space Surveillance Complex Facility</b> - MELE was contracted to transform Boeing's conceptual design drawings into a complete set of construction design documents. The overall design included a 2,058 square foot single story concrete building, which is to protect the chillers, pumps and electrical equipment from severe weather.</p> <p>The building is designed to provide adequate space for maintaining the equipment, overhauling the chillers and pumps and for removing components on the chillers. The facility supports the future replacement of the chillers. Exterior walls and the roof were designed to have metal louvers to provide adequate airflow for the cooling of the chillers, and some of the louvers are removable in order to be able to replace some components on the chillers.</p> <p><b>Relay Mirror Experiment (RME) Site, Kihei, HI</b> - MELE was contracted by Boeing to design a concrete pad at the Relay Mirror Experiment (RME) Site in Kihei, HI. The RME is in need of some repairs and in preparation of these repairs, a concrete pad needs to be created to house all the equipment. The design incorporated value engineering in order to achieve a design that reflects Boeing's functional</p>	

and operational needs. The design includes a gated fence around the pad, waterproof coverings for electrical equipment, etc. All drawings were delivered to the client using AutoCad.

<b>Contract Number:</b>	GS09T-01-BHD-1269
<b>Contractor Name:</b>	MELE Associates, Inc.
<b>Customer Name:</b>	U.S. Air Force
<b>Period of Performance:</b>	3/12/03 - 3/31/05
<b>Completion Date:</b>	3/31/05
<b>Contract Type:</b>	Firm Fixed Price
<b>Place of Performance:</b>	Oahu, HI
<b>Current Value:</b>	\$572,167.86
<p><b>Purpose:</b> MELE Associates began work in 2004 at Hickam Air Force Base on the PAOC Communication Facility Project. The goal is to upgrade and modernize the tactical air defense satellite systems for the PAOC. MELE has been on site designing, installing and developing a world class technical control facility to support Space and air Telecommunication throughout the Pacific.</p>	
<p><b>Major Deliverables:</b> The control facility design at Hickam Air Force Base PAOC involved the selection, installation and integration of a comprehensive audio/visual (a/v) system with state-of-the-art flat screens, a/v switches, and a/v over fiber and wireless technologies. The newly installed a/v system integrated existing a/v systems located on different floors to allow users on the main floor ability to view any a/v input during exercises or real world crisis. In addition, MELE upgraded several cable management systems throughout Hickam Air Force Base PAOC center to facilitate the growth of the new a/v system and future network upgrades.</p> <p>MELE Associates also provided assistance in the installation of telecommunication services for Headquarters Pacific Air Forces (HQ PACAF) at Hickam AFB. MELE installed several 600pr telephone cables through HQ PACAF F-Wing to enable users throughout F-Wing to upgrade legacy system to the new HQ PACAF PBX (telecommunications) system. All audio/visual work performed on this project by the MELE Team was delivered on time and under budget.</p> <p>The amount of work performed at Hickam Air Force Base was extensive. The audio/visual portion included more than 50 different locations that extended to three different telecommunications closets. At each location there was a mini high resolution cable (RGB), a RG6 or RG11 depending on length, and a Cat5E cable. There was also a 4 fiber MM 62.5 cable that was run from the bottom floor telecommunications closet to the 2nd floor closet. In addition there were more than 50 wall mounted TV mounts that were installed, with five plasma mounts, three projectors mounts, and three 24" black cabinets.</p>	
<p><b>Describe Significant Achievements:</b> The original proposed placement of the mounts required them to be suspended from the ceiling with a pipe coming through the drop ceiling and extending five inches below the drop ceiling, and from there the mount was supposed to be placed. MELE found that this was</p>	



not possible because the concrete ceiling was an additional ten feet above the drop ceiling and there was no way to access the ceiling. Instead, the team designed an implementation that allowed for the use of wall mounted TV mounts instead. The team designed a way to make the wall mounts sturdy enough to support the TV's weight.

A second challenge was to determine how the copper cable was supposed to remain in a secure PBX system. The original plan was to use existing 1" EMT that ran from the drop on the wall to the PBX box which continued in EMT and ended in a secure computer room. During the installation of the Cat5E runs, the customer changed where they wanted their drops to be placed. At the new locations EMT did not exist. The solution to this problem was to run new secure 1" EMT pipes from the new location to the existing PBX box, and ensure that all codes for a secure PBX system were followed.

<b>Contract Number:</b>	N000024-00-D-6000
<b>Contractor Name:</b>	MELE Associates, Inc.
<b>Customer Name:</b>	Subcontractor: EDS, Engineering & Professional Services End Client: Navy – Marine Corps
<b>Period of Performance:</b>	01/28/2002 – 07/31/2003
<b>Completion Date:</b>	07/31/2003
<b>Contract Type:</b>	Firm Fixed Price
<b>Place of Performance:</b>	Various Locations in Hawaii, Norfolk VA, and Mechanicsburg PA
<b>Current Value:</b>	\$11,365,140.81
<p><b>Purpose:</b> MELE Associates, as a subcontractor on EDS's \$6.9 billion Navy Marine Corps Intranet (NMCI) project, provided a variety of professional, engineering, construction, and administrative services at various NMCI locations within the United States.</p>	
<p><b>Major Deliverables:</b> MELE Associates provided professional and technical engineering services at the Navy Marine Corps Intranet (NMCI) sites in Hawaii, including Pearl Harbor, Ford Island, Camp Smith, and Kaneohe Bay, as well as facilities in Mechanicsburg, PA and Norfolk, VA to implement a wide range of work entailed by the planned transition to the NMCI end-to-end information system. This work began when MELE established a successful working relationship with EDS more than three years ago, initially as a second-tier subcontractor, and later as a first-tier subcontractor to EDS.</p> <p>The MELE Team's expertise on this project includes:</p> <ul style="list-style-type: none"> <li>• Professional and technical engineering services to provide site surveys</li> <li>• Development of preliminary designs</li> <li>• Deployment and installation of several hundred NMCI base infrastructure cabinets and other materials</li> </ul> <p>These services include advice and support on governmental policies, regulations, and compliance standards for both Inside Plant and Outside Plant Infrastructure, upgrades, Wide Area Network access and extensions. As-built CADD drawings are provided for all installations. Equipment cabinets meet</p>	

all specifications approved during the design stage. MELE personnel have surveyed more than 200 telecommunication facilities and distribution points at nine Hawaiian locations have been surveyed to implement the vision of EDS for this project.

**Describe Significant Achievements:** In addition to the site surveys and network designs in Hawaii, MELE, as a second-tier subcontractor to EDS, has conducted over 150 additional surveys at various military locations, primarily in the Tidewater, VA area. An important part of these surveys has been the provision of Quality Assurance oversight in the installation and implementation of the specifications. As a first-tier subcontractor to EDS, MELE provides several professional and technical staff to the Network Operations Center in Honolulu. A MELE Senior Systems Administrator and several additional systems administrators on various shifts provide services. Each of these staff members is processed for the required security requirements to perform the work. MELE Associates expects to provide the quality professional and technical services required by EDS for the full-implementation of the Navy Marine Corps Intranet.

DAVID Y. IGE  
GOVERNOR OF HAWAII



STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES

POST OFFICE BOX 621  
HONOLULU, HAWAII 96809

November 2, 2015

SUZANNE D. CASE  
CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE MANAGEMENT

KEKOA KALUHIWA  
FIRST DEPUTY

JEFFREY T. PEARSON  
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES  
SWIMMING AND OCEAN RECREATION  
BUREAU OF CONVEYANCES  
PLANNING ON WATER RESOURCE MANAGEMENT  
CONSERVATION AND COASTAL LANDS  
CONSERVATION AND RESOURCES ENGINEERING  
FORESTRY AND WILDLIFE  
HISTORIC PRESERVATION  
NATURAL ISLAND RESERVE COMMISSION  
LAND  
STATE PARKS

Ms. Teena M. Rasmussen, Director  
Office of Economic Development  
County of Maui  
2200 Main Street, Suite 305  
Wailuku, HI 96793

Dear Ms. Rasmussen

SUBJECT: Clarification of Purpose for Set Aside via Governor's Executive Order (EO)  
No. 4117 (as amended via EO 4343) to the County of Maui for the Former  
Maui High School Lot, TMK (2) 2-5-004:014

We are in receipt of your letter of inquiry related to the subject set aside. Please be advised that pursuant to EO 4117, as amended via EO 4343 dated November 22, 2010, which states the purpose of the set aside to be for: "Social Services, Education, Agriculture and Related Support Purposes;" it is the opinion of the State Department of Land and Natural Resources (DLNR) that the TEACH program described in your letter dated October 15, 2015, is consistent with the subject set aside.

Please be advised that this opinion does not consent to any proposed third party agreement between the County of Maui and a third party lessee. Any third-party agreement shall be subject to the review and consent by the State Board of Land and Natural Resources pursuant to HRS 171-11.

If you have any questions, please contact Daniel Ornellas, District Land Agent at the DLNR Maui District Land Office at 984-8103.

Sincerely,

  
Suzanne D. Case  
Chairperson

Enc. (4): County letter dated 10/15/15;  
BLNR approval dated 9/22/10, Item D-2;  
EO 4117 & EO 4343

EXHIBIT " 5 "

ALAN M. ARAKAWA  
Mayor



9E04343  
TEENA M. RASMUSSEN  
Economic Development Director

## OFFICE OF ECONOMIC DEVELOPMENT

COUNTY OF MAUI

2200 MAIN STREET, SUITE 305, WAILUKU, MAUI, HAWAII 96793, USA

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Suzanne Case, Chairperson

October 15, 2015

DLNR Main Office

Kalanimoku Building

1151 Punchbowl Street

Honolulu, HI 96813

**COPY**

Dear Ms. Case,

The County of Maui is moving toward repurposing and revitalizing the Old Maui High School Campus which sits just North of Pala on the Maui's North Shore. As you may know, the campus was retired approximately 40 years ago, and no organization has been able to raise adequate funds to resurrect and repurpose this property. The County of Maui has spent several million dollars in providing maintenance for the property which is highly underutilized.

In 2005 the State of Hawaii gave the campus to Maui County through Executive Order #4343 which I have attached to this letter.

Through a recent RFP process, Mayor Alan Arakawa and our Office of Economic Development have selected a proposal by TEACH LLC (Technology, Education, Agriculture, Community and Health) to re-develop the campus and create a center of learning, local and global conferences, demonstrations of agriculture & energy technology, wellness center, and a robust offering of cultural and scientific programs to engage the public. In order to be financially sustainable, the center will need revenue centers within the campus. One of those activities will be a farm to table restaurant. I have attached a one page description that lists the essence of the TEACH project.

The County of Maui is currently drafting a long-term lease to TEACH LLC, which will be presented to the Maui County Council to approve. In preparation for this, our Corporation Counsel has asked us to ask DLNR for a preliminary assessment that the TEACH project would fit within the guidelines of the Executive Order. We are asking for this, assuming that a more formal application for a DLNR state land use permit would be required of the TEACH group at a later date.

We would very much appreciate your review and preliminary assessment. As soon as we receive it, we will be able to move this project forward.

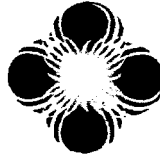
Sincerely,

*Teena M. Rasmussen*  
Teena M. Rasmussen  
Director

CC: Shan Tsutsui, Lt. Governor  
Alan Arakawa, Mayor  
Herman Andaya, Chief of Staff

10.20.15 cy: MDLO

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MAUI COUNTY  
H. CEM/ID



TEACH

***Integrating Technology, Education, Agricultural, Community & Health  
For the Benefit of Humankind & Nature***

**About TEACH**

TEACH Center's mission is to provide an exemplary facility of innovative social, economic and environmental benefit to Maui, and a model for sustainability and integrative design for the world. TEACH Center is supported by Mayor Alan Arakawa and the Office of Economic Development, and is in the resolution process with the County Council of Maui. TEACH Center is repurposing the 23.5 acre site of the Old Maui High School. When completed, TEACH Center expects to be a 206,500 Sq. Ft., \$56MM campus that will include the following programs:

- Life Sustaining Technologies Showcase
- Green Jobs Training (e.g., renewable energy, integrative building design & construction) and Meaningful Work (including employment for homeless, vets & disabled)
- Entrepreneurial Incubator
- Tech & Makers Labs
- Youth Facilities (e.g., after school programs, child care, youth camp)
- Agriculture, Permaculture, Agtech & Aquatech Training & Certification
- Patsy T. Mink Reception Center & OMHS Museum
- Solution-Oriented Think Tanks (e.g., environment, homelessness, job creation, economic development, food security and local living economy)
- Applied Education for All Ages
- Gatherings (e.g., global solutions, art, music, food, nature, dance, community & culture)
- Indigenous Wisdom Center
- Farm-to-Table Restaurant & Commercial Kitchen for Food Entrepreneurs
- Immersive Workshops & Experiences Personal, Community & Planetary Thriving
- Optimal Wellness & Personal Development

The TEACH Center will showcase integrated design, development and eco-social solutions that restore and regenerate damaged ecosystems and engage the community to increase the thriving of nature and the quality of life for humankind. The TEACH Center is also being developed to provide exemplary solutions and training that are transferrable to communities around the world. The TEACH Center will be funded by a combination of Private Investment, Public & Private Grants, Revenue Bond Sales, and Surety Grants.

**TEACH Center Milestones (25 Months to Initial Operations - \$56 Million)**

Phase	Description	Est. Time	Cost
1	Pre-Development & Design	Mos. 1-10	\$3.25 MM
2	Building & Construction	Mos. 11-24	\$47.50 MM
3	Launch & Operations	Mos. 25>	\$5.25 MM

**TEACH Center Benefits**

- ❖ **Economic:** Significant investment into Maui, enhanced tourism, increased agricultural production & diversity, eco-social entrepreneurialism & business incubation, enhanced renewable energy infrastructure, water conservation & higher crop yields.
- ❖ **Social:** Inspiring location for gathering of all types, facilities for cultural events and festivals, development of solutions for homelessness, poverty, hunger, sanitation, pollution, & climate change, applied/interactive education, improved health/wellness, & enhanced community engagement.
- ❖ **Ecological:** Applied and Research Laboratory for eco-systemic research, conservation of resources, permaculture, waste upcycling, renewable energy and energy efficient designs.

## Description of Anticipated Facilities

<b>Functional Centers, Built Environments &amp; Infrastructure</b>			
<b>Description:</b>	<b>Benefit/Proposed Functions:</b>	<b>Approx. Square Feet</b>	<b>Approx. Acreage</b>
Center for Agriculture & Permaculture (Greenhouses, Barn/Warehouse, Fields & Edible landscaping)	A portfolio farm of organic foods, phyto-medicines and bio-fuel feedstock's. The organic crops will be utilized to feed community members and for the onsite organic restaurant. This will also serve as facility for agricultural education, training and certification, including permaculture design and farming, biofuel crops and processing, and ethno botanical and theme gardens that provide plants and herbs for health, healing, beauty and quality of life. There will also be demonstrations of integrated systems, roof top gardens, vertical gardens, hydroponics, seaponics and aquaponics.	32,000	13
Center for Living Technologies, Local Economy & The Regenerative Society	This center focuses on researching, developing, prototyping, demonstrating and teaching new "Living Technologies "in the areas of 1) water conservation, purification & healing, 2) energy efficiency & storage, 3) renewable energy generation, 4) increased organic crop yields and agricultural productivity, 5) organic and value-adding pest control, 6) utilization and upcycling of waste for energy, building materials and soil amendment, 7) soil & water remediation, 8) increasing supply efficiency, 9) reduction of greenhouse gasses, 10) ecosystemic & bio wellness, 11) seaponics, aquaponics and hydroponics	15,000	2
Center for the Study of Hawaiian and Other Native Land Use Practices	The Center will demonstrate how the Hawaiian ahupua'a concept of land use can provide guidance to land stewardship in the future. It will showcase the spiritual and natural forces that made this system successful. Other native wisdoms from around the world shall be integrated into the program for the Center, which will focus on the preservation, integration and evolution of the ahupua'a and other native wisdom. The Center will provide a platform for those philosophies that result in the thriving of people, animals, land, and ocean.	5,000	1
Optimal Wellness & Personal Development Center	Health and Natural Fitness, Hydrotherapy, Basketball, Volleyball & Water Sports, Diet & Nutrition, Counseling, Mindfulness/Yoga, Relationships, Embracing Diversity	23,000	0.05
Amphitheater, Stage and Park	Cultural events such as music, theatre, dance, drum circles, inspiring speakers, food fairs & community gatherings	5,000	2
Conference Facility	Multi-Purpose facility to hold larger indoor events such as workshops, local trade events, town-hall meetings, movies, performance art, trade shows, conferences and think tanks	22,000	1

**EXHIBIT " 6 "**

Youth Camp	Applied and practical education, experiences and gatherings focused on K-12 that provide youth an opportunity to engage with nature and society and develop skills that will help them transform the world, start eco-socially responsible companies and/or prepare themselves for meaningful work in the regenerative economy	6,000	1
Eco Social Entrepreneurial Center	Incubate, mentor and finance eco-social entrepreneurs and companies that provide economic, environmental and social benefits to the Islands and to society	14,000	0.5
Restaurant, Patio Dining & Teaching Kitchen	Focus on serving gourmet fresh, farm-to-fork, organic food, raw, vegetarian, Hawaiian, pacific rim cuisines, as well as functional foods & beverages, diet, nutrition and health and doing classes on healthy diet and cooking to improve the health of the local community	7,000	0.25
Campus/Retreat Accommodations	Providing accommodations for immersive experiences, extended stays for speakers, performers, teachers, students and workshop attendees	35,000	1
Caretakers & Workers Housing	Provide on-site location for caretakers and workers	24,000	0.5
Applied Education Center	Education, Certification and Capacity Building in all of the foregoing with a focus on providing practical experiences and skills that translate directly meaningful work, societal benefit and personal growth	9,000	0.25
Reception Center, Museum & Retail	Provides a location for the public to learn about the center, its development process, its systems, schools, experiences, events, etc.	6,000	0.25
Administration	Executives and Project Management, General Administration	3,500	0.25
<b>TOTAL</b>		<b>206,500</b>	<b>23.5</b>

## PERFORMANCE MILESTONES

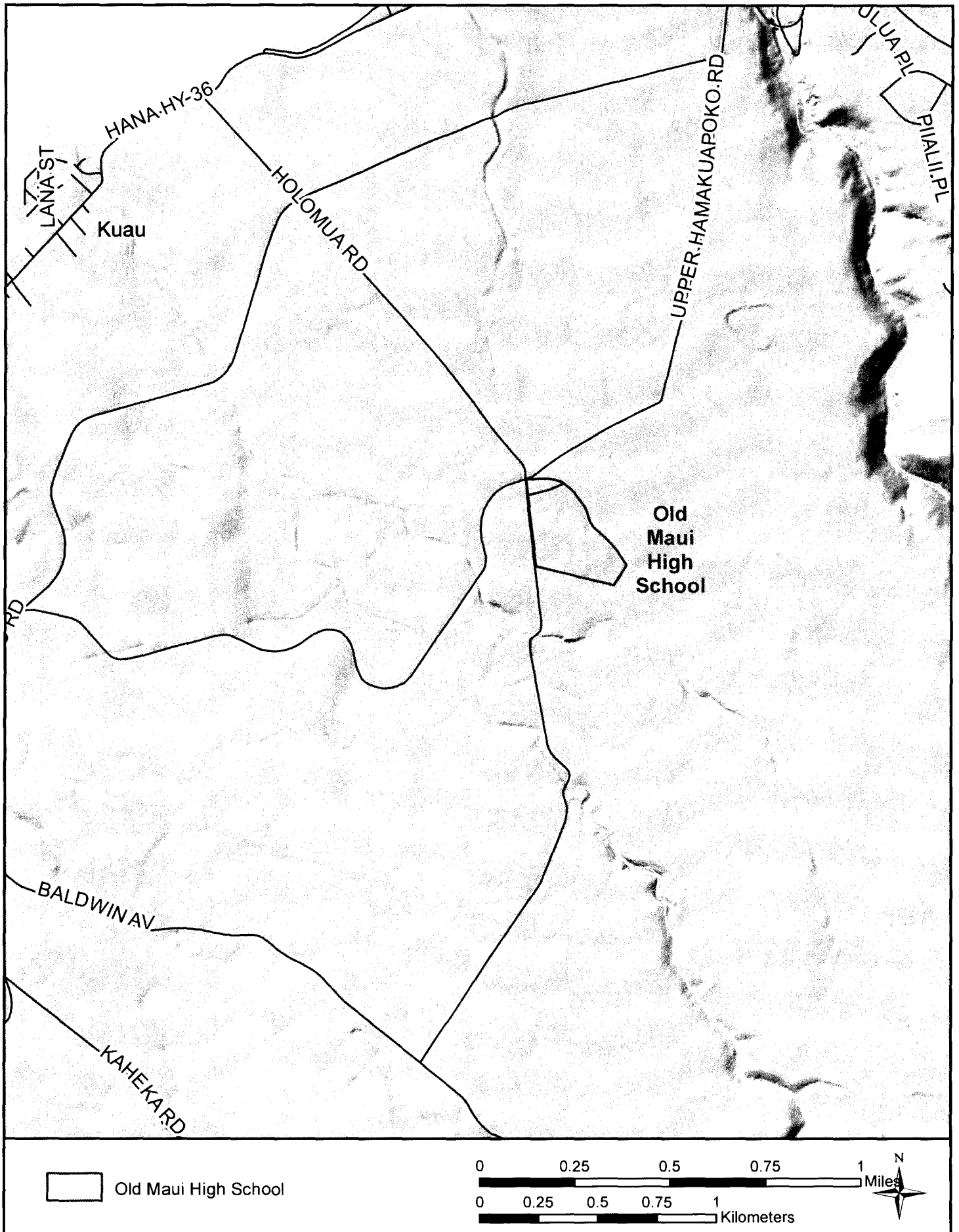
Lessee shall have the following "Performance Milestones" under the Lease, which Performance Milestones are subject to amendment, modification and supplement based upon Lessee's completion of all of its site investigations, studies and assessments, acts of force majeure and conditions or events beyond the reasonable control of Lessee.

Milestone	Date
Due Diligence Period	180 Days after the Effective Date of the Lease
Environmental Assessment	24 Months after the Effective Date of the Lease
Project Financing	5 Years after the Effective Date of the Lease
Rehabilitation, Repurposing or Construction Commencement	5 Years after the Effective Date of the Lease
Substantial Completion of Rehabilitation, Repurposing or Construction	5 Years after the Effective Date of the Lease
Commercial Operations Date	5 Years after the Effective Date of the Lease

Any applicable cure periods in the Lease shall be applied in order to provide Lessee a reasonable opportunity to cure.

EXHIBIT " 7 "





Location Map



Old Maui High School Campus



## STANDARD RESERVATIONS, COVENANTS, TERMS AND CONDITIONS

In consideration of the foregoing grant of a Lease to the Lessee, the Lessee herein agrees to the following reservations, covenants, terms and conditions. In the event any of the following conflict with any reservation, covenant, term or condition contained in the BODY of the Lease, the reservation, covenant, term or condition contained in said BODY shall prevail.

A. **RESERVATION OF RIGHTS; GRANT OF WATER RIGHTS FOR PERMITTED USES.** Lessee understands and agrees that the foregoing Lease is subject to Lessor's reservation of the following:

1. Minerals and Waters.

a. All minerals as hereinafter defined, in, on or under the Premises and the right, on Lessor's own behalf or through persons authorized by it, to prospect for, mine and remove such minerals and to occupy and use so much of the surface of the ground as may be required for all purposes reasonably extending to the mining and removal of such materials by any means whatsoever, including strip mining. "Minerals" as used herein, shall mean any or all oil, gas, coal, phosphate, sodium, sulphur, iron, titanium, gold, silver, bauxite, bauxitic clay, diaspore, boehmite, laterite, gibbsite, alumina, all ores of aluminum and, without limitation thereon, all other mineral substances and ore deposits, whether solid, gaseous or liquid, including all geothermal resources, in, on, or under the land, fast or submerged; provided that "minerals" shall not include sand, gravel, rock or other material suitable for use and used in general construction in furtherance of the Lessor's permitted activities on the Premises and not for sale to others.

b. All surface and ground waters appurtenant to the Premises and the right on its own behalf or through persons authorized by it, to capture, divert or impound the same and to occupy and use so much of the Premises as may be required to exercise this right; provided, however, Lessee shall have the exclusive right to catch, drill, pump, reserve, store and recycle all surface and ground waters appurtenant to the Premises required to engage in the permitted and authorized uses under the Lease. In the event Lessee plans and proceeds to develop a ground water well facility on the Premises pursuant to any and all State of Hawaii rules and regulations, Lessor shall cooperate with Lessee, and upon review of all related plans and specifications, will, reasonably and timely consent to any and all applications to be filed by Lessee, which consent will not be unreasonably withheld, conditioned or delayed.

2. Prehistoric and Historic Remains. All prehistoric and historic remains found on the Premises (excluding any existing historic structures existing on the Premises).

B. **COVENANTS, TERMS AND CONDITIONS.** Lessee herein covenants and agrees with Lessor as follows:

1. Payment of Rent. That the Lessee shall pay said rent to the Lessor at the times, in the manner and form aforesaid in legal tender of the United States of America.

EXHIBIT " 9 "

2. Taxes, Assessments, Etc. That the Lessee shall pay or cause to be paid, when due, the amount of all taxes, rates, assessments and other outgoings of every description as to which said Premises or any part thereof, or any improvements thereon, or the Lessor or Lessee in respect thereof, are now or may be assessed or become liable by authority of law during the term of this Lease; provided, however, that with respect to any assessment made under any betterment or improvement law which may be payable in installments, Lessee shall be required to pay only such installments, together with interest, as shall become due and payable during said term. Lessor shall provide Lessee an abatement of taxes, rates, assessments and other outgoings for the Premises for a minimum period of five (5) years from the Lease Commencement Date.

3. Utility Services. That the Lessee shall pay when due all charges, duties and rates of every description, including, to the extent applicable and provide by Lessor a political subdivision thereof, water, sewer, gas, refuse collection or any other charges, as to which said Premises, or any part thereof, or any improvements thereon or the Lessor or Lessee in respect thereof may during said term become liable, whether assessed to or payable by the Lessor or Lessee.

4. Covenant Against Discrimination. That the use and enjoyment of the Premises shall not be in support of any policy which discriminates against anyone based upon sex, sexual orientation, national origin, age, race, color, religion or disability.

5. Sanitation, Etc. The Lessee shall keep the Premises and improvements in a strictly clean, sanitary and orderly condition.

6. Waste and Unlawful, Improper or Offensive Use of Premises. That the Lessee shall not commit, suffer or permit to be committed any waste, nuisance, strip or unlawful, improper or offensive use of the Premises, or any part thereof, nor, without the prior written consent of the Lessor, cut down, remove or destroy, or suffer to be cut down, removed or destroyed, any trees now growing on the Premises.

7. Compliance with Laws. That the Lessee shall comply with all of the requirements of all municipal, state, and federal authorities and observe all municipal, state and federal laws pertaining to the said Premises, now in force or which may hereinafter be in force. However, this Lease is excluded from the Residential Landlord-Tenant code, pursuant to Hawaii Revised Statutes §521-7(1).

8. Inspection of Premises. Upon forty-eight (48) hours prior written notice, Lessee will permit the Lessor and its agents, at all reasonable times during the said Term, to enter the Premises and examine the state of repair and condition thereof.

9. Liens. That the Lessee will not commit or suffer any act to neglect whereby the real property comprising the Premises shall become subject to any attachment, lien, charge or encumbrance whatsoever, except as hereinafter provided, and shall indemnify and hold harmless the Lessor from and against all attachments, liens, charges and encumbrances and all expenses resulting therefrom.

10. Indemnity. That the Lessee will defend, indemnify and hold the Lessor harmless from and against any claim or demand for loss, liability or damage, including claims for property damage, personal injury or death, arising out of any accident on the Premises and sidewalks and roadways adjacent thereto or occasioned by any act or nuisance made or suffered on the Premises, or by any fire thereon, or growing out of or caused by any failure on the part of the Lessee to maintain the Premises in a safe condition, or by any act or omission of the Lessee, and from and against all action, suits, damages and claims by whomsoever brought or made by reason

of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments, arising on or after the Lease Commencement Date. Notwithstanding any provision in this Lease to the contrary, Lessee shall incur no loss or liability for any action, suits, damages and claims by whomsoever brought or made by any reason arising prior to the Lease Commencement Date, and nothing herein shall be deemed a waiver of any rights or remedies available at law or in equity.

11. Costs of Litigation. That in case the Lessor shall, without any fault on its part or for any act arising prior to the Lease Commencement Date, be made a party to any litigation commenced by or against the Lessee (other than condemnation proceedings), the Lessee agrees and covenants to pay all costs and expenses incurred by or imposed on the Lessor; furthermore, the Lessee shall and will pay all costs and expenses which may be incurred by or paid by the Lessor in enforcing the covenants and agreements of this Lease, in recovering possession of the Premises or in the collection of delinquent rental, taxes and any and all other charges; provided, however, this provision shall not be applicable to any gross negligence or willful misconduct of Lessor.

12. Liability Insurance. In order to protect itself as well as the Lessor under the indemnification agreement set forth above, the Lessee shall obtain, pay for, and keep in force throughout the period of this Lease, beginning upon the Lease Commencement Date, comprehensive liability insurance issued by an insurance company (the "Carrier") authorized to do business in the State of Hawaii (an "Admitted Carrier"), or by a company not authorized to do business in the State of Hawaii (a "Non-Admitted Carrier") only through a general insurance agent or broker Leased in the State of Hawaii. The Carrier shall be rated no less than "A-" as established by "AM Best" or "Standard & Poor" ratings. The insurance policy, as evidenced by issuance of a "Policy Endorsement", shall name the Lessor, its officers, employees and agents, and shall include a duty to defend the Lessor, its officers, employees and agents against any loss, liability, claims, and demands for injury or damage, including but not limited to, claims for property damage, personal injury, or wrongful death, arising out of, or in connection with Lessee's use, possession and activities associated with this Lease. Unless otherwise agreed to by the Lessor, through the joint decision and discretion of the Director of Economic Development and the Director of the Department of Finance, the insurance policy shall contain the following minimum requirements:

- a. No less than a Combined Single Limit ("CSL") of liability coverage of \$1,000,000;
- b. No erosion of limit by payment of defense costs; and
- c. Minimum annual aggregate limit of \$2,000,000.

Prior to or upon execution of this Lease, Lessee shall furnish the Lessor with a copy of the insurance policy certificate together with the required endorsements verifying such insurance coverage. If the scheduled expiration date of a current insurance policy is sooner than the specified termination date of this Lease, the Lessee shall, upon renewal of the insurance policy, provide the Lessor with a copy of the renewed insurance policy certificate together with the required endorsements. Unless waived by the Lessor, the insurance policy shall expressly state that the coverage provided under such policy shall not be cancelled or terminated, unless the Carrier has first given the Lessor thirty (30) calendar days prior written notice of the intended cancellation or termination.

13. Fire Insurance. That the Lessee will, at its own expense, at all times during the term of this Lease, commencing upon the Lease Commencement Date, keep insured all buildings

and improvements erected on the land hereby demised in the joint names of Lessor, Lessee and Mortgagee, if any, as their interest may appear, against loss or damage by fire including perils specified in the extended coverage endorsement and in an amount equal to the replacement value of said buildings and improvements, and will pay the premiums thereon at the time and place the same are payable; that the policy or policies of insurance shall be issued by a company authorized to do business in the State of Hawaii, and be made payable in case of loss to the Lessor, Lessee and Mortgagee, if any, as their interests may appear, and shall be deposited with the Lessor, through its Director of Finance; and that any proceeds derived therefrom in the event of total or partial loss shall be immediately available to, and as soon as reasonably possible, be used by the Lessee for rebuilding, repairing, or otherwise reinstalling the same buildings and improvements in a good and substantial manner according to the plans and specifications approved in writing by the Lessor, through its Director of Economic Development.

If the scheduled expiration date of an existing policy is sooner than the specified termination date of this Lease, the Lessee shall, upon renewal of the policy, furnish the Lessor with a copy of the renewed insurance policy. The policy shall expressly state that such policy shall not be cancelled unless the insurer has first given Lessor, through its Director of Finance, sixty (60) calendar days written prior notice of its proposed cancellation.

14. Repair and Maintenance. Lessee will at its own expense and in its sole expense and discretion, subject to use permits, improve and maintain the improvements on the Premises; provided, however, the foregoing covenant is subject to the rights of Lessee to construct, repair or demolish improvements on the Premises, to the extent permitted under law. Subject to any and all applicable planning requirements, it is Lessee's intention to refurbish, repurpose and potentially demolish existing improvements and construct new improvements on the Premises. Except for any willful violations of applicable planning requirements, Lessee therefore will not be liable to Lessor for the demolition and removal of buildings, infrastructure, facilities and structures existing on the Premises.

15. Breach. That time is of the essence of this agreement and if the Lessee shall fail to pay such rent or any part thereof at the times and in the manner aforesaid within thirty (30) days after delivery by the Lessor of a written notice of such breach or default, or if the Lessee shall become bankrupt, or shall abandon the said Premises, or if this Lease and said Premises shall be attached or otherwise be taken by operation of law, or if any assignments be made of the Lessee's property for the benefit of creditors, or shall fail to observe and perform any of the covenants, terms and conditions herein contained and on its part to be observed and performed, and such failure shall continue for a period of more than thirty (30) days after delivery by the Lessor of a written notice of such breach or default, by personal service, registered mail or certified mail to the Lessee at its last known address and to each mortgagee or holder of record having a security interest in the Premises, the Lessor may at once re-enter the Premises or any part thereof, and upon or without such entry, at its option, terminate this Lease without prejudice to any other remedy or right of action for arrears of rent or for any preceding or other breach of contract; and in the event of such termination, all buildings and improvements thereon shall remain and become the property of the Lessor; furthermore, Lessor shall retain all rent paid in advance as damages.

16. Funding of Improvements. The Lessee shall be solely responsible for the funding of its improvements, maintenance, and operation of the Premises and shall hold the Lessor harmless from any and all claims whatsoever arising in connection with said activities.

17. Condemnation. If at any time, during the term of this Lease, any portion of the Premises should be condemned, or required for public purposes by the State of Hawaii or the United States, the rental shall be reduced in proportion to the value of the portion of the Premises

condemned. The Lessee shall be entitled to receive from the condemning authority:

a. The value of growing crops, if any, which Lessee is not permitted to harvest;  
and

b. The fair market value of the Lessee's permanent improvements and businesses so taken or interrupted in the proportion that it bears to the unexpired term of the Lease; provided, that the Lessee may, in the alternative, remove and relocate its improvements to the remainder of the lands occupied by the Lessee. The Lessee shall not by reason of the condemnation be entitled to any claim against the Lessor for condemnation or indemnity for its Lease to occupy and all compensation payable or to be paid for or on account of the Lease to occupy and all compensation payable or to be paid for or on account of the Lease to occupy by reason of the condemnation shall be payable to and be the sole property of the Lessor. The foregoing rights of the Lessee shall not be exclusive of any other to which Lessee may be entitled by law. Where the portion taken renders the remainder unsuitable for the use or uses for which the land was demised, the Lessee shall have the option to surrender this Lease and be discharged and relieved from any further liability therefor; provided, that Lessee may remove the permanent improvements constructed, erected and placed by it within such reasonable period as may be allowed by the Lessor.

18. Right to Enter. The Lessor and the agents or representatives thereof shall have the right to enter and cross any portion of said Leased land for the purpose of performing any public or official duties; provided, however, in the exercise of such rights, the Lessor shall not interfere unreasonably with the Lessee or Lessee's use and enjoyment of the Premises.

19. Acceptance of Rent Not a Waiver. That the acceptance of rent by the Lessor shall not be deemed a waiver of any breach by the Lessee of any term, covenant or condition of this Lease, nor of the Lessor's right to re-entry for breach of covenant, nor of the Lessor's right to declare and enforce a forfeiture for any such breach, and the failure of the Lessor to insist upon strict performance of any such term, covenant or condition, or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver or relinquishment of any such term, covenant, condition or option.

20. Extension of Time. That notwithstanding any provision contained herein to the contrary, wherever applicable, the Lessor may for good cause shown, allow additional time beyond the time or times specified herein to the Lessee, in which to comply, observe and perform any of the terms, conditions and covenants contained herein; provided, however, that this provision shall not be construed to permit any extension of the initial term of this Lease.

21. Justification of Sureties. Such bonds as may be required herein shall be supported by the obligation of a corporate surety organized for the purpose of being a surety and qualified to do business as such in the State of Hawaii, or by not less than two personal sureties, corporate or individual, for which justification shall be filed as provided in section 78-20, Hawaii Revised Statutes; provided, however, the Lessee may furnish a bond in like amount, conditioned as aforesaid, executed by it alone as obligor, if, in lieu of any surety or sureties, it shall also furnish and at all times thereafter keep and maintain on deposit with the Lessor security in certified checks, certificates of deposit (payable on demand or after such period as the Lessor may stipulate), bonds, stocks or other negotiable securities properly endorsed, or execute and deliver to said Lessor a deed or deeds of trust of real property, all of such character as shall be satisfactory to said Lessor and valued in the aggregate at not less than the principal amount of said bond. It is agreed that the value at which any securities may be accepted and at any time thereafter held by the Lessor under the foregoing provision shall be determined by the Lessor,

and the Lessee may, with the approval of the Lessor, exchange other securities or money for any of the deposited securities or money and shall be at least equal in value to those withdrawn. It is further agreed that substitution of sureties or the substitution of a deposit of security for the obligation of a surety or sureties may be made by the Lessee, but only upon the written consent of the Lessor and that until such consent be granted, which shall be discretionary with the Lessor, no surety shall be released or relieved from any obligation hereunder.

22. Quiet Enjoyment. The Lessor hereby covenants and agrees with the Lessee that upon payment of said rent at the times and in the manner aforesaid and the observance and performance of the covenants, terms and conditions hereof on the part of the Lessee to be observed and performed, the Lessee shall and may have, hold, possess and enjoy the Premises for the term hereby Leased, without hindrance or interruption by the Lessor or any other person or persons lawfully claiming by, through or under it, unless the Lease is revoked in accordance with the terms and provisions contained herein.

23. Surrender. That the Lessee shall, at the end of said term or other sooner termination of this Lease, peaceably deliver unto the Lessor possession of the Premises, together with all improvements existing or constructed thereon unless provided otherwise. Furthermore, upon the expiration, termination and/or revocation of this Lease, should the Lessee fail to remove any and all of Lessee's personal property from the Premises, the Lessor may remove any and all such personal property from the Premises and place said property in storage at the cost and expense of Lessee, and the Lessee does hereby agree to pay all costs and expenses for removal and storage of such personal property. In the event that this Lease is terminated for other than an Event of Default by Lessee, Lessee shall have any and all remedies available under law and at equity.

24. Non-Warranty. The Lessor does not warrant the Premises, any or all existing improvements on the Premises, or the condition of said improvements to be satisfactory or fit for any specific or particular purpose, the same being herein Leased in its existing "as is" condition.

25. Improvements. Lessee shall have the rights under the Lease to construct, alter, rehabilitate, repair, install, demolish or otherwise dispose of the improvements on the Premises, to the extent permitted under applicable planning requirements. The Lessee shall be solely responsible for the funding of any and all approved improvements to the Premises together with any bonds and/or sureties as determined and required by Lessor, and further, shall defend, indemnify and hold Lessor harmless from and against any and all claims whatsoever arising in connection with the construction, placement, maintenance, alteration and/or installation of such improvements.

26. Leasehold Mortgagee Protections; Right to Encumber.

a. Definitions.

- i. For purposes of this Lease, the term "mortgage" shall include whatever security instruments are used in the State of Hawaii, such as, without limitation, deeds of trust, security deeds, and conditional deeds. The term "mortgage" shall also include any instruments required in connection with a sale-leaseback transaction. The term "mortgagee" shall include the holder of the secured position under each of the foregoing types of instruments, including but not limited to the beneficiary under a deed of trust, a holder of a mortgage, the secured party under a security agreement and the lessor (or



sublessor, to the extent applicable) in a sale-leaseback transaction.

- ii. For purposes of this Lease, the term "**Leasehold Mortgage**" means a conveyance of a security interest in this Lease and all of Lessee's interests in the Premises and improvements thereon (collectively referred to as "**Lessee's Leasehold Interests**") to a lender (a "**Leasehold Mortgagee**") or the conveyance of Lessee's Leasehold Interests and any other interest of Lessee to the Leasehold Mortgagee or its assignee in connection with a foreclosure or a deed in lieu of foreclosure of such loan.
- iii. For purposes of this Lease, the terms "**Permitted Leasehold Mortgage**" and "**Permitted Leasehold Mortgagee**" shall mean, respectively, a Leasehold Mortgage and a Leasehold Mortgagee, approved in writing by Lessor, and such approval shall not be unreasonably withheld or delayed.

b. Lessee's Right to Encumber.

- i. At any time and from time to time during the Term, notwithstanding anything contained in this Lease to the contrary, Lessee shall have the right to enter into a Leasehold Mortgage upon and subject to each and all of the following terms and conditions, subject to the reasonable consent of Lessor which consent shall not be unreasonably withheld. Lessee shall provide to Lessor a written request for Lessor's approval of any Leasehold Mortgage, along with copies of proposed loan documents, no fewer than 30 days prior to the effective date of such Leasehold Mortgage. Lessor shall use its best efforts to respond in writing no later than 15 days from the date of Lessee's written request (and receipt of proposed loan documents).
- ii. The Leasehold Mortgage may cover all of Lessee's interest in the Lease, the Premises and the Improvements and shall cover no interest in any other real property other than Lessee's.
- iii. The Leasehold Mortgage shall be without subordination of the fee simple title of the Premises.
- iv. No such Leasehold Mortgage shall be binding upon Lessor in the enforcement of its rights and remedies herein, unless and until Lessee (or a Leasehold Mortgagee) delivers or causes to be delivered to Lessor a certified copy of the fully executed original Leasehold Mortgage bearing the date and recording information and a certified copy of the original note secured by the Leasehold Mortgage, together with written notice of the address of the Leasehold Mortgagee to which notices may be sent. In the event of an assignment of such Leasehold Mortgage, such assignment shall not be binding upon Lessor unless and until a certified copy thereof, bearing the date and recording information together with written notice of the address of the assignee thereof to which notices may

be sent, have been delivered to Lessor.

All rights acquired by the Leasehold Mortgagee under the Leasehold Mortgage shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights of Lessor hereunder. Except as otherwise set forth in this Lease, Lessor shall not be deemed to waive any covenants, conditions and restrictions contained in this Lease by reason of Lessee's grant of a Leasehold Mortgage. Notwithstanding any foreclosure of any Leasehold Mortgage, Lessee shall remain liable for the performance of all of the terms, covenants and conditions of this Lease which by the terms hereof are to be carried out and performed by Lessee. No extension, nor modification, change or amendment to a material financing term of a Leasehold Mortgage shall be effective, or binding upon Lessor, unless and until approved by Lessor, which approval shall be granted so long as such extension or material modification, change or amendment satisfies the applicable requirements of paragraphs (i) through (iv), above.

- c. Lessor's Right To Cure Defaults. In the event of a default or breach by Lessee of any Permitted Leasehold Mortgage, Lessee and Permitted Leasehold Mortgagee shall be obligated to provide notice to Lessor of such breach, and Lessor shall have the right to cure the default. In such event, Lessor shall be entitled to reimbursement by Lessee of all costs and expenses incurred by Lessor in curing the default, with interest at the highest rate permitted by law, as Additional Rents (collectively, "**Lessor's Cure Payments**"), provided in the event of a subsequent foreclosure of a Permitted Leasehold Mortgage, the party acquiring the Lessee's Leasehold Interests shall not be obligated to pay Lessor any of Lessor's Cure Payments, provided further that Lessee shall continue to be personally liable to repay Lessor any Lessor's Cure Payments.
- d. Rights Of Permitted Leasehold Mortgagee: If Lessee and/or Lessee's successors and assigns (including, but not limited to, any sublessee of Lessee) shall mortgage its interest in this Lease and the Lessee's Leasehold Interests, or any part or parts thereof as permitted by this Section, the following provisions shall apply:
  - i. Amendment. If required by Permitted Leasehold Mortgagee, there shall be no amendment or modification of this Lease either by unilateral action of Lessor or Lessee, or by joint action of Lessor and Lessee without the prior consent in writing of any Permitted Leasehold Mortgagee.
  - ii. Right to Notice of Default. Lessor shall, upon serving Lessee with any notice of default, simultaneously serve a copy of the notice of default upon any Permitted Leasehold Mortgagee.
  - iii. Right to Cure. Any Permitted Leasehold Mortgagee shall have the right, but not the obligation, at any time prior to termination of this Lease, to pay all of the rents due hereunder, to effect any insurance, to pay any taxes or assessments, to make any repairs or improvements, to do any other act or thing required of Lessee hereunder, and to do any act or thing which may be necessary and proper to be done in the performance and observance of the agreements, covenants and conditions hereof to prevent termination of this Lease. Any Permitted Leasehold Mortgagee and its agents and contractors shall have full access to the Premises for

purposes of accomplishing any of the foregoing. Any of the foregoing done by any Permitted Leasehold Mortgagee shall be as effective to prevent a termination of this Lease as the same would have been if done by Lessee.

- iv. Additional Cure Period. Anything contained in this Lease notwithstanding, if any default shall occur which, pursuant to any provision of this Lease, purportedly entitles Lessor to terminate this Lease, prior to terminating the Lease or taking any action to that disturbs the rights of possession of Lessee and/or any subtenants, Lessor shall provide Lessee and the Permitted Leasehold Mortgagee a thirty (30) day written notice within which Lessee shall be permitted to cure the default within a reasonable time (but in no event later than ninety (90) days after receipt of the notice of default under this Lease). The notice shall provide that Lessee or Permitted Leasehold Mortgagee either (1) cure the default if the same can be cured by the Lessee or the Leasehold Mortgagee or its receiver, including by the expenditure of money, or (2) if the default or breach is not so curable, commence, or cause any trustee under the relevant Permitted Leasehold Mortgage to commence, and thereafter to diligently pursue to completion, a cure of such default, including, without limitation, a foreclosure of the relevant Permitted Leasehold Mortgage; and perform or cause the performance of all of the covenants and conditions of Lessee under this Lease able to be performed by the Leasehold Mortgagee or its receiver, including by the expenditure of money until such time as the leasehold shall be sold upon foreclosure pursuant to the relevant Permitted Leasehold Mortgage, or shall be released or reconveyed thereunder, or shall be transferred upon judicial foreclosure or by deed or assignment in lieu of foreclosure.
- v. Condition of Termination. Any right of Lessor to terminate this Lease as the result of the occurrence of any default shall be subject to, and conditioned upon: (1) Lessor having first given to each Permitted Leasehold Mortgagee written notice of the default; and (2) each Lessee and/or Permitted Leasehold Mortgagee having failed to remedy such default or acquire Lessee's leasehold estate hereunder or commence foreclosure or other appropriate proceedings in the nature thereof as set forth in this Lease.
- vi. Suspension of Cure Period. If any Permitted Leasehold Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court, or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Lessee, the times specified in paragraph (d) above, for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition, so long as the Permitted Leasehold Mortgagee shall have fully cured any default of Lessee under this Lease and shall continue to cause compliance with other Lease terms as and when required, subject to any

applicable notice and grace periods.

- vii. Loss Payable Endorsement. Lessor and Lessee agree that the name of the Permitted Leasehold Mortgage shall, at its request, be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Lessee under this Lease, and any insurance proceeds are to be applied in the manner specified in the relevant Permitted Leasehold Mortgage.
- viii. No Consent Required to Foreclosure. Notwithstanding anything contained in this Lease to the contrary, foreclosure of any Permitted Leasehold Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the Permitted Leasehold Mortgage, or any conveyance of the Lessee's Leasehold Interests hereunder from Lessee to any Leasehold Mortgagee or its designee through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall not require the consent of Lessor or constitute a breach of any provision of or a default under this Lease, and upon such foreclosure, sale or conveyance, Lessor shall recognize in writing the purchaser or other transferee referred to in the preceding sentence in connection therewith as the Lessee hereunder.
- viii. Proceeds of Insurance and Condemnation. The proceeds from any insurance policies or arising from a condemnation award to Lessee shall be paid to and held by the Permitted Leasehold Mortgagee of highest priority and distributed pursuant to the provisions of the relevant Permitted Leasehold Mortgage, and the Permitted Leasehold Mortgagee may reserve the right to apply to the mortgagee debt (in the order of priority) all, or any part, of the proceeds not used to repair or restore the Premises and the Improvements.
- ix. Notice of Proceedings. The parties hereto shall give to any Permitted Leasehold Mortgagee notice of any arbitration proceedings or condemnation proceedings involving Lessee's Leasehold Interests, or of any pending adjustment of insurance claims, and any Permitted Leasehold Mortgagee shall have the right to intervene therein and shall be made a party to such proceedings. The parties hereto do hereby consent to such intervention. In the event that any Permitted Leasehold Mortgagee shall not elect to intervene or become a party to the proceedings, that Permitted Leasehold Mortgagee shall receive notice and a copy of any award or decision made in connection therewith.
- xi. Further Protections. Lessor and Lessee shall cooperate in adding to this Lease, by suitable amendment from time to time or a separate instrument acknowledged by Lessor, any provision which may be reasonably requested by any proposed Permitted Leasehold Mortgagee for the purpose of implementing the mortgagee-protection provisions contained in this and allowing

such Permitted Leasehold Mortgagee reasonable means to protect or preserve the lien of its Leasehold Mortgage upon the occurrence of a default under the terms of this Lease. Lessor and Lessee each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that no such amendment shall in any way affect the Term or rent under this Lease or rent and occupancy restrictions under the Regulatory Agreement unless agreed to by Lessor in its sole and absolute discretion, nor otherwise in any material respect adversely affect any rights of Lessor under this Lease.

- xii. Additional Agreement. Lessor shall, upon request, execute, acknowledge and deliver to a Permitted Leasehold Mortgagee, an agreement prepared by such Permitted Leasehold Mortgagee and reviewed by Lessor at the sole cost and expense of Lessee, in form satisfactory to such Permitted Leasehold Mortgagee, among Lessor, Lessee and the Permitted Leasehold Mortgagee, agreeing to all of the provisions of this Lease.
- xiii. Notice. If Lessee and/or Lessee's successors and assigns shall mortgage its interest in this Lease or the Lessee's Leasehold Interests, or any part or parts thereof, Lessee shall send or cause to be sent to Lessor a true copy thereof, together with written notice specifying the name and address of the Leasehold Mortgagee(s) and the pertinent recording data with respect to such Leasehold Mortgage(s).
- xiv. Approval of Modifications. Lessor shall approve reasonable modifications to the terms of this Lease which are reasonably requested by a proposed Leasehold Mortgagee as a condition of financing contemplated by the Regulatory Agreement and this Lease, and which the Lessor determines, in his sole discretion, will not adversely affect Lessor's rights.

e. Restriction On Encumbrance By Lessor; Quiet Enjoyment. Lessor shall not mortgage or otherwise encumber its interest in the Premises (referred to as a "Fee Mortgage") without the prior written consent of Lessee, which Lessee may withhold in its sole discretion. Any Fee Mortgage, including amendments thereto, shall be subordinated to this Lease and shall, in the event of a foreclosure of the Fee Mortgage, be obligated to recognize the rights of Lessee under this Lease, and the holder of any Fee Mortgage shall be obligated to execute, acknowledge and deliver to Lessee a statement confirming such subordination from time-to-time. Absent an uncured default by Lessee, Lessor agrees not to disturb the possession, interest or quiet enjoyment of Lessee in the Premises for any reason, or in a manner which would materially adversely affect any Permitted Leasehold Mortgage.

27. Definitions. As used herein, unless clearly repugnant to the context:

a. "Lessee" shall mean and include the Lessee named herein, its heirs, devisees, personal representatives, successors or any permitted assigns, according to the context thereof.

b. "Lessor" shall mean and include the County of Maui, its officers, agents and assigns. Unless otherwise indicated, wherever the prior written consent or approval of the "Lessor" is required in this Lease, such consent or approval shall include, but is not limited to, the consent or approval of the Mayor, the Director of Finance, and, where applicable, the Directors of Housing and Human Concerns, Parks and Recreation, or Economic Development.

c. "Premises" shall be deemed to include the land hereby Leased and all buildings and improvements now or hereinafter constructed and installed thereon.

d. "Waste" shall be deemed to include, but not limited to:

Permitting the Premises or any portion thereof to become unduly eroded and/or failure to take proper precautions or make reasonable effort to prevent or correct same;

Permitting any material increase in weeds in uncultivated portions thereof; and

Failure to employ all of the usable portions of the Premises.

LAND COURT SYSTEM

REGULAR SYSTEM

Return by: ☐ Mail ☐ Pick Up

Department of Parks and Recreation  
County of Maui  
200 South High Street  
Wailuku, Hawaii 96793

Total Number of Pages:

Affects TMK: (2) 2-5-004:053

**LEASE**

THIS INDENTURE OF LEASE (this "Lease") is entered into this \_\_\_\_ day of \_\_\_\_\_,  
2016 (the "Lease Effective Date"), by and between the **COUNTY OF MAUI**, a political subdivision

1

TEACH DEVELOPMENT LLC  
TMK (2) 2-5-004:053

**EXHIBIT " B "**

of the State of Hawaii, whose address is 200 South High Street, Wailuku, Maui, Hawaii 96793, (hereinafter referred to as the "Lessor"), and **TEACH DEVELOPMENT LLC**, a Hawaii limited liability company, whose mailing address is 745 Fort Street Mall, Suite 316, Honolulu, Hawaii 96813, hereinafter referred to as the "Lessee" and collectively referred to as the "Parties";

W I T N E S S E T H :

WHEREAS, the County of Maui is the owner of that certain parcel of land identified as Tax Map Key No. (2) 2-5-004:053, commonly known as the Old Maui High School Campus, situated at Hamakuapoko, Makawao, Maui, Hawaii, more particularly described in Exhibit "1", and depicted in Exhibit "2", which are attached hereto (hereinafter called the "Premises"); and

WHEREAS, the Lessor desires to award this Lease to Lessee so that Lessee may develop and perform pursuant to its response to Lessor's Request for Proposal (RFP) No. 14-15/P-15, attached hereto and made a part hereof as Exhibit "3";

NOW, THEREFORE,

Lessor, for and in consideration of Lessee's covenants and agreements set forth herein, does hereby lease the Premises to Lessee and Lessee hereby accepts said lease on the terms and conditions set forth below:

A. Premises. The Premises shall comprise the area known as the "Old Maui High School Campus" and all improvements thereon situated at Hamakuapoko, Makawao, Maui, Hawaii, and identified as Tax Map Key No. (2) 2-5-004:053, containing an area of approximately 1.38 acres, more particularly described and shown on Exhibits "1" and "2" respectively, hereinafter called the "Premises". Any and all references to Premises shall include the leasehold interest in foregoing real property, ownership of any improvements located thereon and any appurtenant rights thereof.



B. Rent. None. Lessee's rent for lease of the adjacent parcel identified as Tax Map Key No. (2) 2-5-004:014 is intended to include these Premises.

C. Term. The "Lease Effective Date" is the date this lease was entered by all parties as set forth on page 1. The term of this Lease shall commence upon the Lease Effective Date and shall continue for sixty (60) years thereafter (the "Term") unless sooner terminated as provided herein. Upon the Lease Effective Date, a 180 day period ("Due Diligence Period"), shall commence, during which Lessee, its agents and consultants, shall be permitted to conduct any and all initial studies, reports, surveys, inspection and testing of the Premises and any improvement located thereon. Lessee shall have the right during such Due Diligence Period to unilaterally terminate the Lease if the condition of the Premises does not meet the criteria of Lessee, in its sole and absolute discretion. The "Lease Commencement Date" shall begin upon expiration of the Due Diligence Period, if not otherwise terminated, and the Term of this Lease shall run for 60 years from the Lease Effective Date.

D. Use of Premises. Upon the Lease Commencement Date, Lessee shall have exclusive use and possession of the Premises during the term of the Lease, subject to the existing Easement granted in Exhibit "4", attached hereto and incorporated herein (hereinafter called the "Easement"). Lessee shall be permitted and entitled to use, develop, operate, market and engage in business on the Premises and to construct, rehabilitate, demolish and/or repurpose infrastructure, buildings, facilities and structures on the Premises for the purposes, uses and activities set forth as follows, subject to said Easement:

- 1) Agriculture and permaculture farming, including farms, gardens, edible landscaping, hydroponic growing, hanging gardens, roof-top gardens and integrated systems infrastructure.

- 2) Showcase of regenerative society, local living economy and living technologies which integrate technology, science, engineering, design with natural environment to optimize natural resources. Integration of systems of water, food and agriculture, energy, waste, wastewater and built environment, including agriculture growing technologies, clean energy generation, water catchment, water purification and grey-black water recycling, waste to energy, biofuels, storage solutions and edible landscaping.
- 3) Preservation and integration of Hawaiian Culture and Ancient Earth Wisdom through education, programs, ceremonies and events.
- 4) Wellness and Personal Development including facilities for promotion of health, wellness, stress relief and exercise.
- 5) Social entrepreneurship incubation center including co-working space, labs, mentoring and financing events.
- 6) Events and gatherings including conferences, festivals (e.g., art, music, film, fashion, food and beverages including coffee, wine & beer, community and other cultural themes), think tanks, cultural gatherings, workshops, retreats and concerts, including a natural amphitheater and a conference center.
- 7) Innovation labs for inventors, technologists and scientists along with a precision machine shop for makers.
- 8) Education, training and certification programs including, but not limited to, green jobs, clean energy and fuels, permaculture, whole systems and integrative planning and design, biomaterials, regenerative land

development, personal growth, optimal wellness, interpersonal development, leadership and community engagement.

- 9) Campus and educational retreat housing (shared and individual) to accommodate approximately 250 students/volunteers and education/workshop/retreat accommodations for approximately 300 attendees.
- 10) Commercial kitchen, restaurant and community dining hall with sufficient capacity to feed students, staff, guests and attendees.
- 11) Youth education, camps, day care and events.
- 12) Patsy T. Mink Reception Center and Old Maui High School Museum.
- 13) Job training program that will create a path for appropriately skilled and motivated disadvantaged persons, including homeless and veterans, to gain employment on the Premises, related to the Premises and/or in society.
- 14) An event or series of events to bring subject matter experts, practitioners and best practices from the State of Hawaii, the United States and around the world to address systemic social, environmental and economic challenges including homelessness, poverty, hunger, climate change, social injustice, toxicity, pollution, ecosystemic health, public health and innovative solutions for addressing these challenges.

The use of the Premises for any other purpose except as set forth above, including other purposes envisioned in Exhibit "5", shall require the prior written approval of Lessor's Designated Agent, which approval shall not be unreasonably withheld and shall be provided in a reasonable time.

E. Designated Agents. Any written notice required to be given by a party to this Lease shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier.

Notice to the County shall be sent to Lessor's Designated Agent:

Director, Office of Economic Development (or assigned successor)  
County of Maui  
200 South High Street  
Wailuku, Maui, Hawaii 96793

Notice to TEACH Development LLC shall be sent to Lessee's Designated Agent:

Jason A. Hobson, Chief Development Officer  
TEACH Development LLC  
742 Hana Highway  
Paia, Maui, Hawaii 96779

Any change to the above Designated Agents shall be sent by written notice to the other Party's Designated Agent within 30 days. Lessee is responsible for notifying the County in writing of any change of address.

F. Improvements to the Premises. It is understood and acknowledged that Lessee, subject to the prior review and written approval of the Lessor, which approval shall not be unreasonably withheld, conditioned or delayed, intends to construct, demolish, rehabilitate or re-purpose the improvements and facilities on the Premises as set forth in Exhibit "6" (the "Improvements"); provided, however, such improvements and facilities are further subject to the completion of any and all required studies, assessments and diligence, including, but not limited to, an environmental assessment, remediation analysis, traffic studies, historic studies, economic and market feasibility analysis, master planning, engineering, architecture, construction bids prior to committing to making the Improvements. Lessee will obtain all construction and operating permits as required by law. Lessor shall utilize its best efforts to provide and expedite all

approvals and permits reasonably required by Lessee and shall not unreasonably withhold or delay such approvals and permits.

G. Reporting. Annually, upon the anniversary of the Lease Commencement Date, Lessee shall submit a written report to the County Council Chair, with copy to the County's designated agent, detailing use of the Premises as outlined in Section D., to include a summary of the construction, rehabilitation, repurposing and demolition of infrastructure, buildings, facilities and structures on the Premises as discussed in Section F. Upon request by Council, Lessee's Designated Agent shall appear at any County Council or Council Committee to discuss or review that annual report.

H. Termination. This Lease may be terminated as a result of the following:

- 1) Mutual written agreement executed by the Parties hereto.
- 2) If Lessee shall become bankrupt, go into receivership, or make an assignment for the benefit of creditors, or take or have taken any proceedings of any kind under any provisions of the Federal Bankruptcy Act which are not dismissed by Lessee.
- 3) Default by Lessee. If Lessee shall fail to faithfully observe or perform any of the covenants or agreements herein contained and on the part of the Lessee to be observed and performed, after written notice is given to Lessee by Lessor providing a reasonable time to cure such default, which time to cure shall not be less than thirty (30) calendar days after written notice is given.
- 4) Lessee shall abandon the Premises.
- 5) If Lessee shall fail to satisfy the Performance Milestones set forth in Exhibit "7" in all material respects.

I. Possession and Control of the Improvements and Facilities. During the term of this Lease, Lessee shall have exclusive possession and control of all improvements and facilities now existing or to be constructed on or to the Premises, and shall, subject to terms and conditions of this Lease, have authority to finance, sublet, hypothecate and encumber the improvements and facilities on the Premises. It is further understood and agreed that Lessee shall be the owner of and have the right, title and interest in any and all tax attributes of ownership of the improvements and facilities, including, but not limited to any tax credits relating thereto; provided, however, Lessee shall not convey title or sell the improvements or facilities without the prior written consent of Lessor, which consent shall not be unreasonably withheld so long as such conveyance or sell is subject to the terms of this Lease.

J. Maintenance of the Premises. From the Lease Commencement Date, Lessee shall be responsible, at its cost, for maintenance of the Premises at a level that is substantially similar to the current level of maintenance. In the event that Lessee determines that certain buildings will be demolished, Lessee shall notify Lessor in writing and shall not be required to maintain said buildings, but must demolish said buildings within twelve months from the date of notice to Lessor.

K. Roads. Subject to Council approved appropriations, the County agrees to pave, repair, and maintain the road identified in Exhibit "8", more specifically described as Holomua Road, between Hana Highway and Baldwin Avenue.

L. Lessor's Representations & Warranties. Lessor represents and warrants that (a) it has full rights, possession and authority to enter into this Lease, and (b) all consents, approvals and authorizations have been legally obtained from the relevant governmental departments to the extent required for the Lease and the proposed uses herein. Other than the foregoing

representations and warranties, this Lease is made "AS IS," with no other warranties or representations by the Lessor, including, but not limited to, the physical condition of the Premises.

M. Additional Covenants, Terms and Conditions. Additional covenants, terms and conditions of this Lease are set forth in Exhibit "9" attached hereto and by reference made a part hereof.

N. Right of First Refusal. In the event that Lessor seeks to sell, transfer, dispose of or hypothecate ("Sale") the underlying real property comprising the Premises at any time during the term of this Lease, Lessor shall provide Lessee with a right of first refusal ("ROFR") to purchase the land on the same terms and conditions as the proposed sale. Lessor shall provide Lessee with sixty (60) days written notice in advance of any Sale, which notice shall contain all the terms and conditions of the Sale. Lessee shall respond in writing in sixty (60) days whether Lessee desires to exercise its ROFR. If Lessee elects to exercise its ROFR, Lessor and Lessee shall enter into an agreement for the Sale of the underlying real property comprising the Premises to Lessee on substantially similar terms and conditions contained in the offer and acceptance documentation regarding the Sale. If the terms and conditions change, Lessor shall provide an additional thirty (30) days notice in writing to Lessee and Lessee shall respond in writing within such time period. If Lessee elects either not to exercise its ROFR or does not respond within said thirty (30) days, Lessor shall be free to sell the underlying real property comprising the Premises on the terms and conditions contained in the notice of Sale.

O. Cooperation of County; Tax Abatement. The County, including its respective departments and divisions shall use reasonable efforts to collaborate and expedite entitlements and use permits submitted by Lessee and complete additional documents required by Lessee to obtain financing for the Project and its improvements. Additionally, for a minimum period of five

(5) years from the Lease Commencement Date, any obligations of Lessee to pay any ad valorem property taxes, special taxes or assessments on the Premises shall be abated.

P. Assignment; Leasehold Mortgagee Rights. Lessee shall not assign this Lease in whole without first obtaining the consent of Lessor, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Lessee may sublease, or rent a portion of the Premises, in its sole discretion, without the prior written consent of Lessor, so long as such sublease, rental or occupation is in conformity with the permitted uses of the Premises and Lessee remains liable under the Lease for the obligations hereunder. Notwithstanding the foregoing, Lessee may finance, mortgage, encumber, assign and hypothecate its interest under this Lease and the Premises as permitted hereunder. A holder of a leasehold mortgage, deed of trust or other security interest shall have such rights as set forth in paragraph 26 in Exhibit "9" attached hereto and incorporated herein by this reference.

Q. Force Majeure. Time periods for Lessor's or Lessee's performance under any provisions of this Lease shall be extended for periods of time during which the nonperforming party's performance is prevented due to circumstances beyond the party's control, including, without limitation, strikes, embargoes, governmental regulations, acts of God, war or other strife.

R. Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

S. Counterparts. This Lease may be executed in counterparts and by electronic mediums including fax and email, each of which shall be construed as, and constitute, an original for all purposes.



T. Entire Agreement. This Lease constitutes the final, complete and exclusive agreement between the parties to this Lease pertaining to the Premises, supersedes all prior and contemporaneous written or oral understandings or agreements of the parties, and is binding on and inures to the benefit of their respective heirs, representatives, successors, and assigns.

U. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State of Hawaii. The venue for any action with respect to this Lease shall be in the State of Hawaii.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the date set forth above.

**LESSOR:**

**COUNTY OF MAUI**

By: \_\_\_\_\_  
ALAN M. ARAKAWA  
Its Mayor

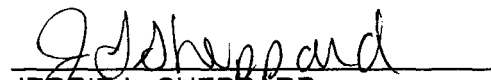
By: \_\_\_\_\_  
DANILO F. AGSALOG  
Its Director of Finance

APPROVAL RECOMMENDED:



TEENA RASMUSSEN  
Director, Office of Economic Development  
County of Maui

APPROVED AS TO FORM AND LEGALITY:



JERRIE L. SHEPPARD  
Deputy Corporation Counsel  
County of Maui LF 2016-0662

**LESSEE:**

TEACH DEVELOPMENT LLC

By: 

Name: JASON A. HOBSON

Title: CHIEF DEVELOPMENT OFFICER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF HAWAII )

) SS.

COUNTY OF MAUI )

On this 6th day of September, 2016, before me personally appeared Jasmi Alan Hobson 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 capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Leona Ah Yen

Notary Public, State of Hawaii

**LEONA AH YEN**

**Notary Public**

Print Name Second Judicial Circuit

My commission expires: State of Hawaii

**My Commission expires Dec. 14, 2018**

**NOTARY PUBLIC CERTIFICATION**

Doc. Date: Undated at time of Notarization # Pages: 16 + Exhibits 1-8

Notary Name: Leona Ah Yen Judicial Circuit: Second

Doc. Description: Lease TMK: (2) 2-5-004-053

Teach Development

Notary Signature: Leona Ah Yen

Date: 9/6/16



STATE OF HAWAII )

) SS.

COUNTY OF MAUI )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, 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 capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of Hawaii

Print Name \_\_\_\_\_

My commission expires:

**NOTARY PUBLIC CERTIFICATION**

Doc. Date:

# Pages:

Notary Name:

Judicial  
Circuit:

Doc.

**Description:**

Notary

Signature:

Date:

[illegible]

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared **ALAN M. ARAKAWA**, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui by authority of its Charter; and the said **ALAN M. ARAKAWA** acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of Hawaii

Print Name \_\_\_\_\_

My commission expires:

NOTARY PUBLIC CERTIFICATION	
Doc. Date:	# Pages:
Notary Name:	Judicial Circuit:
Doc. Description:	
Notary Signature:	
Date:	

COUNTY OF MAUI )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared **DANILO F. AGSALOG**, to me personally known, who, being by me duly sworn, did say that he is the Director of Finance of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui by authority of its Charter; and the said **DANILO F. AGSALOG** acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of Hawaii

Print Name \_\_\_\_\_

My commission expires:\_\_\_\_\_

NOTARY PUBLIC CERTIFICATION	
Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____ _____ _____ _____	
Notary Signature: _____ _____	
Date: _____	

KNOW ALL MEN BY THESE PRESENTS:

That HAWAIIAN COMMERCIAL & SUGAR COMPANY, LIMITED, a Hawaiian corporation, Grantor, in consideration of the right and option hereinafter reserved and to which this deed is made subject, and also in consideration of FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00) to it paid by COUNTY OF MAUI, a political subdivision of the Territory of Hawaii, Grantee, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the Grantee, its successors and assigns, for the use for school purposes of all of the following described land, to-wit:

**FIRST:** All of that certain parcel of land (being a portion of land described in deed of the Board of Education to Trustees of Oahu College, dated January 30, 1860, recorded in the Bureau of Conveyances of the Territory of Hawaii in Liber 12, Page 400) designated as Lot "A", situate in the Ahupuaa of Hamakua, Makawao District, Maui, Territory of Hawaii, more particularly bounded and described as follows:

Beginning at a 1" pipe on the Southwest corner of this parcel of land, on the East side of Church Road, the coordinates of said point of beginning referred to the U.S.C. & G.S. Triangulation Station "Puu Nene" being 6290.49 feet North and 16082.48 feet East, and running thence by azimuths measured clockwise from true South:

1. 173° 37' 30" 224.85 feet along Church Road to an iron pin; thence
2. 253° 36' 55.80 feet along South boundary of a 30-foot railroad right of way to a pipe; thence
3. Along the South boundary of a 30-foot railroad right of way, the arc of a circular curve to the left, having a central angle of 21° 35', radius 374.08 feet, the direct chord azimuth and distance being 242° 48' 30" 140.08 feet to a pipe; thence
4. 334° 21' 17" 105.31 feet across gulch to a 3/4" pipe; thence
5. 300° 17' 156.16 feet along the edge of the gulch to an iron pin; thence

6. 59° 53' 30" 132.64 feet along Maui High School Lot, Executive Order No. 811; thence
7. 59° 54' 31.60 feet along same; thence
8. 76° 10' 30" 197.22 feet along same to the point of beginning and containing an area of 1.38 acres.

SECOND: All of that certain parcel of land (being a portion of land described in deed of the Board of Education to Trustees of Oahu College, dated January 30, 1860, recorded in said Bureau of Conveyances in Liber 12, Page 400) designated as Lot "B", situate in the Ahupuaa of Hamakuapoko, Makawao District, Maui, said Territory, more particularly bounded and described as follows:

Beginning at an iron pin on the Southwest corner of this parcel of land on the North boundary of a 30-foot railroad right of way on the East side of Church Road, the coordinates of said point of beginning referred to the U.S.C.&G.S. Triangulation Station "Puu Nene" being 6544.23 feet North and 16054.13 feet East, and running thence by azimuths measured clockwise from true South:

1. 183° 48' 50.95 feet along East side of Church Road to an iron pin; thence
2. 212° 24' 43.72 feet along same to a pipe; thence
3. 241° 20' 169.83 feet along South side of Hamakuapoko Road to an iron pin; thence
4. 307° 57' 59.34 feet along Hawaiian Commercial & Sugar Company, Ltd.'s land to an iron pin on the North boundary of a 30-foot railroad right of way; thence
5. Along the North boundary of a 30-foot railroad right of way, the arc of a circular curve to the right having a central angle of 35° 39', radius 344.08 feet, the direct chord azimuth and distance being 55° 46' 30" 210.65 feet to a pipe; thence
6. 73° 36' 50.49 feet along the North boundary of a 30-foot railroad right of way to the point of beginning and containing an area of .392 acre.



TO HAVE AND TO HOLD the same, together with all of the rights, privileges and appurtenances thereunto belonging, unto the Grantee, its successors and assigns, forever; subject, however, to the following right and option hereby reserved by the Grantor, to-wit:

If at any time within the period of twenty-one (21) years after the date hereof the Grantee shall cease to use the said premises or any part thereof for school purposes, the Grantor, its successors or assigns, shall have and may exercise the first and exclusive right and option to repurchase from the Grantee or its successors the whole of said premises should the Grantee cease to use the whole thereof for school purposes, or such part thereof as shall not be used for school purposes if the Grantee shall cease to use only a part thereof for school purposes, at the rate of One Hundred Dollars (\$100.00) per acre, plus the value of the improvements thereon to be ascertained as hereinafter provided;

Should the parties be unable to agree upon a value of such improvements, the value thereof shall be fixed by the decision of a majority of three arbitrators who shall be chosen in the following manner: One by each of the parties hereto and the third by the two thus chosen. The parties hereto shall equally share the expenses of arbitration.

THE GRANTOR, for itself and its successors, does hereby covenant with the Grantee, its successors and assigns, that it, the said Grantor, is lawfully seised in fee simple of the said granted premises and has good right to sell and convey the same as aforesaid; that said premises are free of all encumbrances except as aforesaid and except for taxes for

the year 1948 which are to be prorated between the parties hereto as of the date hereof; and that it will and its successors shall warrant and defend the same unto the Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons, except as to the right and option of repurchase reserved as aforesaid.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its name and behalf and its corporate seal to be hereto affixed by its proper officers duly authorized, this 19th day of May, 1948.

HAWAIIAN COMMERCIAL & SUGAR COMPANY,  
LIMITED

By C. S. Wightman

Its VICE-PRESIDENT

By Jas. F. Morgan

Its TREASURER

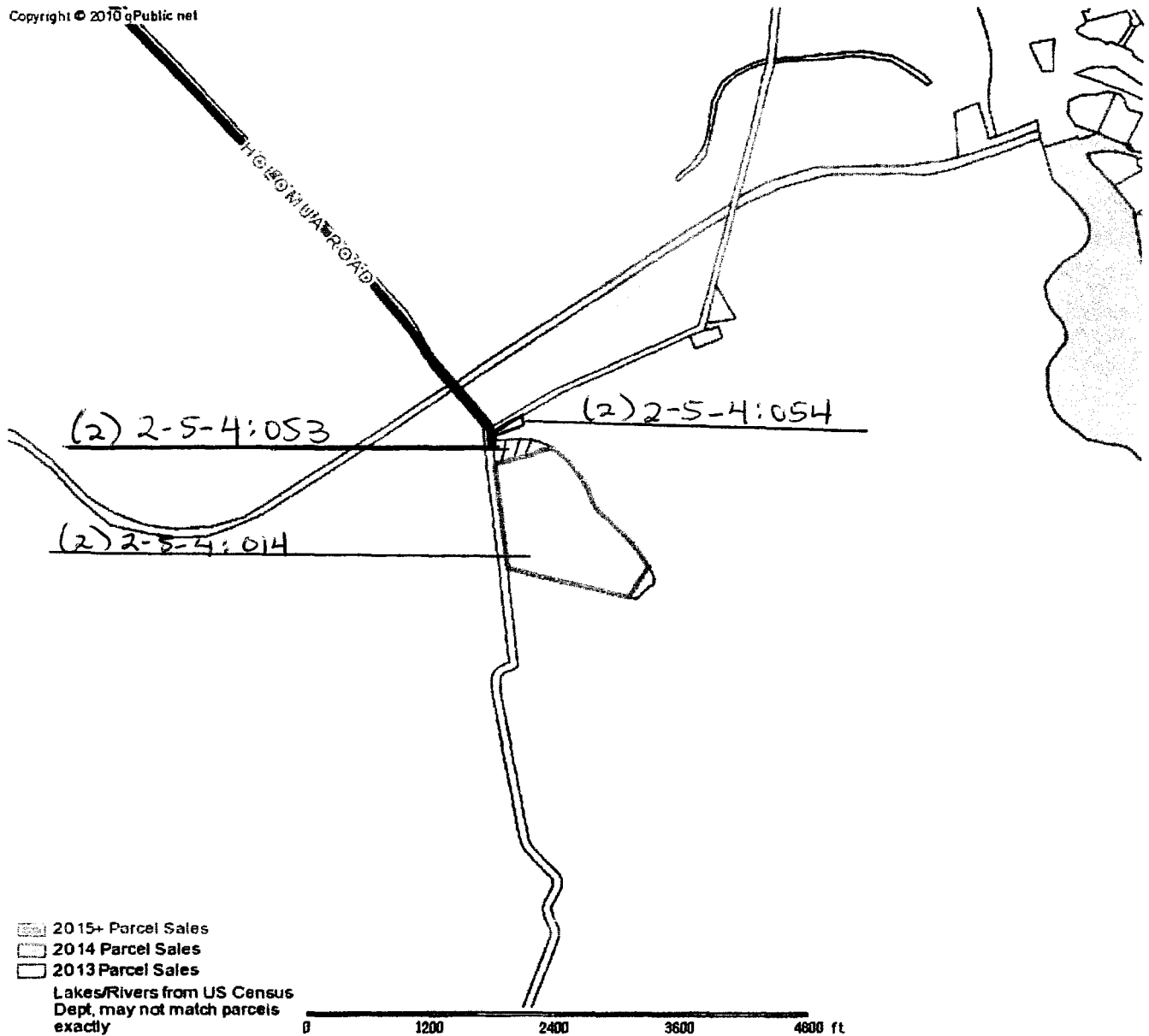
TERRITORY OF HAWAII )  
CITY AND COUNTY OF HONOLULU ) SS:

On this 19th day of May, 1948, before me appeared C. S. WIGHTMAN and JAS. F. MORGAN, to me personally known, who, being by me duly sworn, did say that they are the VICE-PRESIDENT and TREASURER, respectively, of HAWAIIAN COMMERCIAL & SUGAR COMPANY, LIMITED, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said C. S. WIGHTMAN and JAS. F. MORGAN severally acknowledged the instrument to be the free act and deed of said corporation.

Ch. Han Young  
Notary Public, First Judicial  
Circuit, Territory of Hawaii  
My commission expires: OCT. 10, 1949

Entered of Record this 28th day of June A. D. 1948 at 10:38  
o'clock A.M. and compared, Mark N. Huckestein, Registrar of Conveyances.  
PRATT, TAVARES & CASSIDY  
ATTORNEYS AT LAW  
HONOLULU, HAWAII  
Approved as to form  
By Ed. J. ... Clerk

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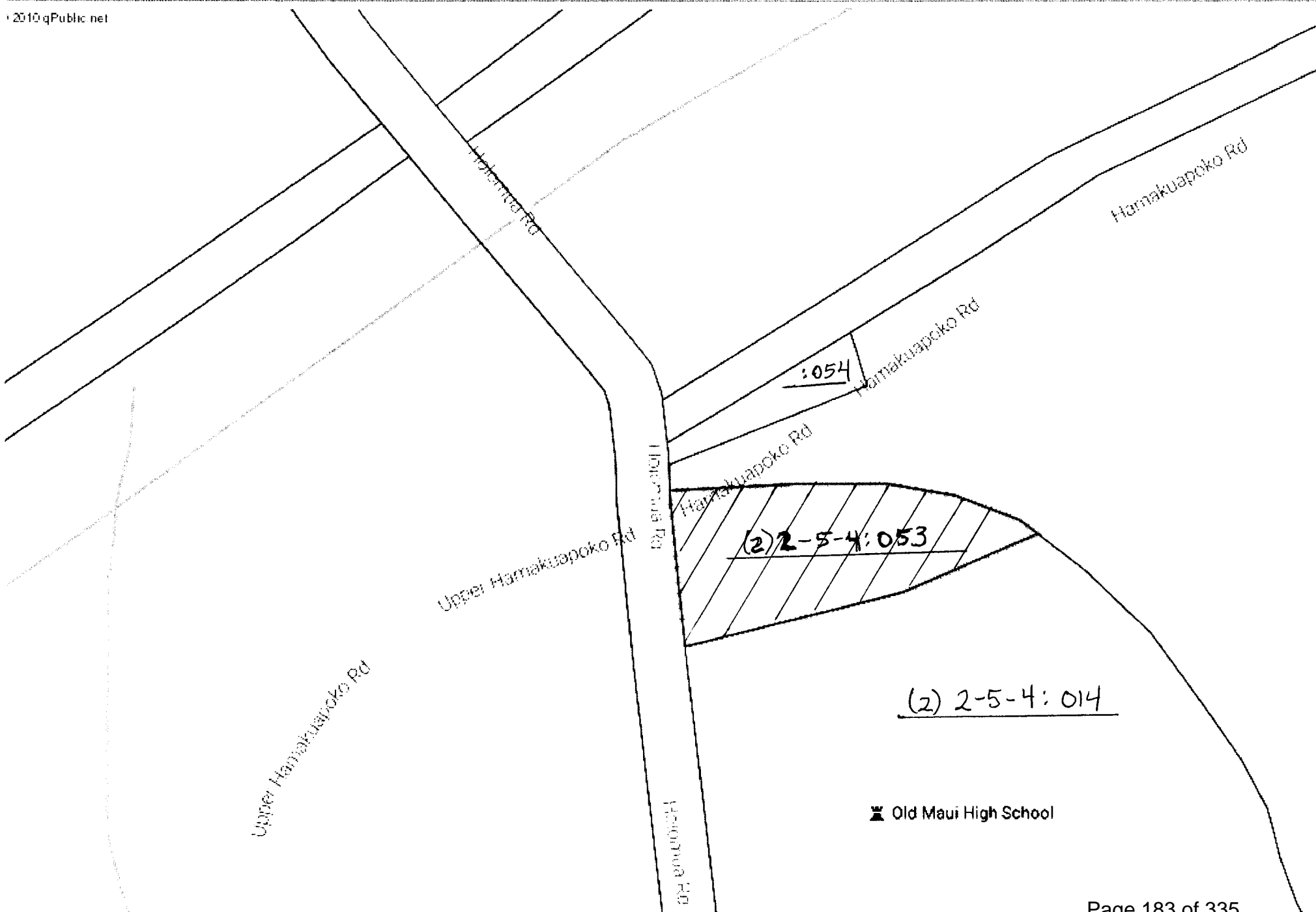
Maui County Assessor

Parcel: 250040140000 Acres: 22.16

Name	STATE OF HAWAII	Land Value	\$664,700.00
Site	0 HOLOMUA RD	Building Value	\$1,696,100.00
Sale		Misc Value	\$0.00
		Just Value	\$0.00
		Assessed Value	\$2,360,800.00
		Exempt Value	\$2,360,800.00
		Taxable Value	\$0.00

The Maui County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER MAUI COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS --THIS IS NOT A SURVEY--

EXHIBIT " 2 "



**REQUEST FOR PROPOSAL  
(RFP)**

**TO USE AND REPURPOSE THE CAMPUS OF  
OLD MAUI HIGH SCHOOL**

**COUNTY OF MAUI  
MAYOR'S OFFICE OF ECONOMIC DEVELOPMENT**

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## SECTION ONE

### INTRODUCTION AND KEY DATES

#### 1.01 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

County	=	County of Maui
EO	=	Executive Order from the State of Hawaii
FOOMHS	=	Friends of Old Maui High School
GC	=	General Conditions
GET	=	General Excise Tax (4.167%)
HAR	=	Hawaii Administrative Rules
HRS	=	Hawaii Revised Statutes
Must	=	Denotes the imperative
OED	=	Office of Economic Development
OMHS	=	Old Maui High School
Proposer	=	An individual, partnership, firm, corporation, joint venture, or representative or agent, submitting information in response to this solicitation
RFP	=	Request for Proposal
Time	=	If stated as a number of days, will be calendar days
Shall, Will	=	Indicates a mandatory requirement.
Should	=	Indicates a preference

## INTRODUCTION

The County of Maui Mayor's Office of Economic Development (OED), desires to receive proposals for the use and repurposing of the Old Maui High School (OMHS) campus in Maui, Hawaii. The County of Maui is interested in granting a long-term (20+ years) lease for the OMHS campus for \$1.00 per year, in return for the campus to be used for a higher and better purpose than currently exists for use or uses that fit within the parameters of the Executive Order No. 4343 from the State of Hawaii. Proposers should be able to demonstrate their financial capability to successfully execute their proposal and mitigate the challenges of infrastructure inadequacies on the campus. It will be incumbent on the proposer to justify why a longer than 20 year lease might be needed from the County of Maui.

This request for proposal is not part of a competitive procurement process. This is a request for proposals that will be evaluated by the Mayor's administration and the Maui County Council. The process is designed to find the best, financially viable, and most acceptable project that will revitalize and use the campus of Old Maui High School. The County of Maui Mayor's Office of Economic Development desires this property to be used to a much higher and better purpose than now exists. They desire restoration of some or all of the administration building, preserve some of the old, grand trees on the property, and to the extent possible preserve other historical aspects to the campus. The proposers will need to keep their proposals within the scope that was defined in the Executive Order 4343 (EO) from the State of Hawaii, which gave the campus to the County of Maui. The EO states that the campus will be used for education, social services, and/or agriculture purposes.

The Friends of Old Maui High School (FOOMHS) have had numerous studies completed on the current condition and challenges of the campus. All proposers are urged to thoroughly review these studies, which are listed in this document, to fully understand all of the issues and inadequacies of infrastructure. The most significant infrastructure inadequacies are the lack of potable water, lack of fire protection, lack of septic/sewer system.

All studies conducted on OMHS will be available on flash drives at no charge at the Maui County Office of Economic Development. See the list of studies available on page 7. Interested parties must contact OED to order the studies.



### 1.03 CANCELLATION

The RFP may be cancelled and any or all proposals rejected in whole or in part, without liability, when it is determined to be in the best interest of the County of Maui.

### 1.04 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule set out herein represents the County of Maui's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time (HST). If a component of this schedule, such as "Proposals Due" date is delayed, the rest of the schedule will likely be shifted by the same number of days. The approximate schedule is as follows:

Advertising of Request for Information	<u>9/1/14</u>
Deadline to Submit Written Questions	<u>10/1/14</u>
County of Maui's Response to Written Questions	<u>11/1/14</u>
Proposals Due	<u>3/1/15</u>
OED Report to Mayor	<u>4/1/15</u>
Administration Report to Council	<u>5/1/15</u>

## **SECTION TWO**

### **BACKGROUND AND SCOPE OF WORK**

#### **2.01 PROJECT OVERVIEW AND HISTORY**

##### **Current Environment**

**All studies listed on the following page are available at no charge by contacting the Mayor's Office of Economic Development at 2200 High St. Suite 305 Wailuku, Hi 96793**

**Please call in advance to place your order. Ph. 808-270-7710**

### List of Studies Concerning the Old Maui High School Campus

<u>Title</u>	<u>Consultant</u>	<u>Date</u>
Phase I Environmental Site Assessment (prepared for University of Hawaii -- Manoa)	Clayton Group Services	10/28/02
Site Investigation Work Plan (prepared for FOMHS)	Bureau Veritas N.A.	02/13/07
External Draft -- Phase II Environmental Investigation (prepared for FOMHS)	Bureau Veritas N.A.	05/18/07
Phase II Environmental Investigation Report (prepared for FOMHS)	Bureau Veritas N.A.	06/05/07
Stabilization Plan for Old MHS Administration Bldg. (prepared for FOMHS)	Mason Architects Inc.	06/01/07
Underground Storage Tank Closure & Site Assessment Report (prepared for FOMHS)	Bureau Veritas N.A.	07/17/07
Old Maui High School Master Plan (prepared for FOMHS)	Chris Hart & Partners	12/17/07 09/08/08 (rev.)
Old Maui High School Infrastructure Short-Term Implementation Plan (prepared for FOMHS)	Chris Hart & Partners	10/24/08
Draft Environmental Assessment for Proposed Revitalization & Reuse of Old Maui High School	Chris Hart & Partners	08/01/09

### Building and Campus Conditions

The Old Maui High School campus covers 23 acres of gently-sloping mature landscape, with 10 early-to-mid-20<sup>th</sup> century school buildings. Situated near a world-famous windsurfing mecca, Ho'okipa Beach, the campus benefits from near and distant scenic views, trade winds and showers, and rural atmosphere.

Early wood-frame classrooms (1920-1930s) include the 5,000 s.f. Classroom C, the 5,000 s.f. Wood Shop, and the 3,300 s.f. Dormitory building. These older structures are in fair condition, with some age-related deterioration, lead paint, termite damage and roofs that require replacement.

Later buildings include the 2,500 s.f. Band Building, the 6,000 s.f. Cafeteria, and two Athletic Locker Rooms of 1,500 s.f. each. These are in fair to good condition, with probable lead paint, minor asbestos issues (vinyl-asbestos floor tile), etc.

The four CMU classroom buildings total 13,600 square feet. These buildings were constructed from the 1950s, and are generally in good condition, but with probable lead interior paint and vinyl-asbestos floor tile. All structures lack functional plumbing.

The Mediterranean-style reinforced concrete Administration Building, built in 1921, was designed by Charles W. Dickey. The concrete walls and arches of this iconic building remain intact. The building enclosed 12,000 s.f. of offices and classrooms. This remnant structure is listed on the Hawaii Register of Historic Places.

NOTE: Modifications or demolition of buildings over 50 years old require compliance with county, state and federal historic preservation laws and guidelines.

All buildings on the Old Maui High School campus have been structurally and environmentally evaluated. For complete details, see:

- Phase I Environmental Site Investigation (2002), Clayton Environmental Services.
- Old Maui High School Master Plan (2007-2008), Chris Hart & Partners.

## **Infrastructure Report & Analysis**

### **Water**

The campus does not currently have a water source. Implementation of a reliable public or private water source and system will be necessary, as well as a delivery system for sanitation and irrigation. Establishment of a dedicated fire control system will be necessary, to possibly include a water source, tank and hydrants.

### **Wastewater Disposal**

There is no waste disposal or sewage treatment facility serving the campus. New wastewater system(s) must be installed/connected. Existing non-permitted cesspools must be closed according to DOH regulations.

### **Land Use**

Current County and State land use designations limit uses permitted at the campus. New, appropriate designations (zoning, State designation, community plan use(s)) must be obtained.

### **Electrical and Phone Service**

The electrical lines and phone lines have not been upgraded for more than 45 years. Upgrades to electrical and phone/internet service will be necessary.

### **Access /Roadways**

The campus is located two miles from Hana Highway (route 36), up a sub-standard county roadway (Holomua Road). Development of the campus will likely require roadway and intersection improvements, based on traffic studies. Campus internal roadways/pathways/parking areas are minimal, and will require upgrading for circulation, fire lanes, etc.

*A more complete discussion of the infrastructure conditions, needs and costs is found in the Short-Term Implementation Program Report (STIP) 2008, prepared by Chris Hart & Partners.*

### Executive Order

Executive Order No. 4343 Dated November 22<sup>nd</sup>, 2010 states that the campus of Old Maui High School is set aside for the following public purposes:  
Social Services, Education, Agriculture and related support purposes.

See attached EO No. 4343 document.

## **2.02 SCOPE OF INFORMATION NEEDED FROM PROPOSERS**

1. Proposals should clearly state entity that would be the lessee and include a complete list of all partners who will be collaborating on the project. Fully describe the entity and each partner and the credentials that would make each qualified to execute the proposal. Submit any letters of reference that would be appropriate.
2. Proposals should include a description of the financial backing and ability of the entity to fund the proposal.
3. Proposer should clearly state what, if anything, it will be requesting from the County of Maui in regards to infrastructure improvements to OMHS.
4. Proposals should clearly define the vision of the project, project description, and describe how it fits within the scope of the EO No. 4343 as well as serving a public purpose for the County of Maui as required by the EO.
5. Proposals should clearly define how the current buildings will or will not be used and describe any renovation, demolition or restoration that will be included in the proposer's project.
6. Proposals should clearly define how the current landscaping and trees will be maintained, removed or preserved.
7. Proposals should discuss what, if any, elements of the Master Plan for OMHS will be incorporated.

8. Proposals should present a business plan that focuses on long term financial viability and shows the project will be self-sustaining. Proposals that rely on government funding (other than fee for service) will not be considered.
9. It will be incumbent on the proposer to justify needing a longer than 20 year lease from the County of Maui.

### **SECTION THREE**

#### **PROPOSAL FORMAT AND CONTENT**

##### **3.01 INTRODUCTION**

One of the objectives of this RFP is to make proposal preparation easy and efficient, while giving Proposers ample opportunity to highlight their proposals. This RFP does not have a formal evaluation with points and there will be no official scoring criteria. The most financially viable proposals that fit the parameters of the EO 4343 will be considered. Proposals will ultimately be evaluated by the Mayor and the County Council.

The RFP is meant to provide OED a vehicle to find out if there are serious proposals with financial backing that would provide a feasible and sustainable project to repurpose OMHS. Subject to Chapter 92F, Hawaii Revised Statutes, submitted proposals will remain confidential until a lease is awarded.

The proposal shall describe in detail the proposer's ability and availability of services to meet the goals and objectives of this RFP.

The County of Maui reserves the right to contact proposers for further clarification of the project.

The County of Maui reserves the right to add informational requirements or additional evaluation phases.

Proposals will be reviewed by OED, and compiled into a report to the Mayor. The Mayor's office will present a report to the Maui County Council.

County of Maui reserves the right to make no lease award.

Any lease award shall be subject to Maui County Council's review and approval.

Proposals must:

1. Include a transmittal letter to confirm that the proposer shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
2. Include a signed Offer Form OF-1, with the complete name and address of the proposer's firm and name, mailing address, telephone number, and fax number of the person the County of Maui should contact regarding the proposer's proposal.
3. Provide all of the information requested in this RFP in the order specified.
4. Be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.

a. Transmittal Letter

See Section Six, Attachment 1, Offer Form OF-1.

b. Experience and Capabilities

- 1) Number of years in business.
- 2) Listing of key personnel and associated resumes for those who will be dedicated to this contract.
- 3) Listing of references.



- 4) Summary of listing of judgments or pending lawsuits or legal actions.
  - 5) Samples of projects similar to those described in this RFP.
- c. Proposal including an overall strategy, timeline and plan. Timeline should start with lease execution date and project forward from there.

### **3.02 EXPERIENCE AND CAPABILITIES**

- (1) Indicate the number of years proposer has been in business and the number of years proposer has performed similar services specified by this RFP.
- (2) Include a list of key personnel and/or partners and associated resumes for those who will be dedicated to this project.
- (3) Proposer shall include a list of at least three (3) references from the proposer's client listing that may be contacted by the County of Maui as to the proposer's past and current job performance. Proposer shall provide names, titles, organizations, telephone numbers, email and postal addresses.
- (4) Provide a summary listing of judgments or pending lawsuits or actions against adverse contract actions, including termination(s), suspension, imposition of penalties, or other actions relating to failure to perform or deficiencies in fulfilling contractual obligations against your firm. If none, so state.

### 3.06 EXCEPTIONS

Proposer shall list any exceptions taken to the terms, conditions, specifications, or other requirements listed herein. Proposer shall reference the RFP section where exception is taken, a description of the exception taken, and the proposed alternative, if any.

## SECTION FOUR

### PROPOSAL EVALUATION CRITERIA

Proposals will not be evaluated by a traditional point system. Proposals instead will be evaluated by the Mayor and the County Council.

1. An initial review to determine the responsiveness of the proposal to the requirements for the Request for Proposal (RFP). For a proposal to be considered responsive, it must meet the following tests:
  - A. A sealed original, one digital copy and five copies must be physically in the possession of Maui County, no later than 4:00 PM, Hawaiian Standard Time, **March 1, 2015**.
  - B. The proposal must include all required items in Section 2.02
  - C. The original and all copies of the proposal must be in ink or typewritten.

LAND COURT

REGULAR SYSTEM

Return by Mail ( ) Pickup ( ) To:

A&B Properties, Inc.  
822 Bishop Street  
Honolulu, HI 96813  
Attention: Suzanne K. McGuigan

Tax Map Key No. (2) 2-5-004-054 and 053

Total Pages: 11

**GRANT OF EASEMENT**

THIS INDENTURE made this 2<sup>nd</sup> day of October, 2012, by and between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose principal place of business and post office address is 200 South High Street, Wailuku, Maui, Hawaii 96793 ("Grantor"), and ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company, through its division Hawaiian Commercial & Sugar Company, whose post office address is P. O. Box 266, Puunene, Maui, Hawaii 96784 ("Grantee").

**WITNESSETH:**

That Grantor, in consideration of the sum of ONE DOLLAR (\$1.00) paid by Grantee and other good and valuable consideration, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and conditions herein contained by Grantee to be observed and performed, does hereby grant and convey unto Grantee, its successors and assigns, perpetual and nonexclusive easements (collectively, the "Easement") over, under and across the "Easement Areas" (defined below) upon and in accordance with all of the following terms and conditions:

**EXHIBIT " 4 "**

1. **Easement Areas Defined.** The Easement Areas designated as Easement G-1 and Easement G-2 are located upon portion of lands in Hamakuapoko, Makawao, Maui, Hawaii, identified as Tax Map Key Nos. (2) 2-5-004-054 and 053, respectively, as shown on Exhibit "A" and respectively described in Exhibit "B" and Exhibit "C", all of which are attached hereto and made a part hereof. The land over which the Easement Areas cross is herein called the "Grantor's Land."

2. **Permitted Use.** Grantee shall at all times use the Easement Area solely for the installation and maintenance of a gate and rock boulders adjacent to the gate poles to block access onto the road known as the HC&S Field 100 hauler road which is located on Tax Map Key No. (2) 2-5-004-039.

3. **Certain Expenses.** All costs and expenses related to the construction, operation, repair and maintenance of any access road, utilities or landscaping installed in the Easement Area by Grantee shall be borne by Grantee at no expense to Grantor. Grantor will pay as and when due all real estate taxes and assessments which shall become due with respect to Grantor's Land, including the Easement Area, except that Grantee will pay and reimburse to Grantor, on demand, all such taxes and assessments which are properly allocable to any improvements constructed by Grantee within the Easement Area.

4. **Responsibility and Indemnification.** Grantee will at all times (a) observe and perform all laws, ordinances, rules and regulations now or hereafter imposed by any governmental authority which are applicable to the Easement Area; (b) not any time make or suffer any strip or waste or unlawful, improper or offensive use of the Easement Area; (c) keep the Easement Area reasonably clear of litter and refuse; (d) keep and maintain the gate in good repair and condition; (e) complete the construction of all improvements and the installation of all utility lines promptly and with due care and diligence and free and clear of all liens. Grantee will indemnify and defend Grantor and hold Grantor harmless against all claims, loss, damages, liability and expense (including reasonable attorneys' fees) incurred or suffered by Grantor and all actions or proceedings by whomsoever brought or made against Grantor with respect to (i) any acts or omissions of the Grantee or anyone claiming by, through or under Grantee, or (ii) any breach of Grantee's covenants or obligations under this Grant.

5. **Use of Easement Area by Grantor.** This Grant is nonexclusive and Grantee recognizes that Grantor shall have the right to use and grant to others the right to use (without the necessity of any consent or joinder of Grantee) the Easement Area for their own purposes and operations; provided that Grantee's uses thereof shall not thereby be obstructed or unreasonably interfered with.

6. **Insurance.** Grantee and Grantor shall each at all times maintain in full force and effect a comprehensive liability and property damage insurance policy covering their respective interests in the Easement Area, with such reasonable limits as determined by Grantor from time to time, but initially with combined single limit coverage for bodily injury and property damage of not less than \$1,000,000 per occurrence. Such policy or policies shall be written by an

insurance company duly licensed to do business in the State of Hawaii (or approved in writing by Grantor), shall name the other party as an additional insured, and shall provide that such policy may not be canceled or modified without not less than thirty (30) days prior written notice to the other party. Each party shall, promptly upon the other party's request, provide satisfactory evidence that such insurance policy is in full force and effect.

7. **Binding Effect.** All the terms and conditions of this Grant shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors in interest and assigns. This Grant shall be appurtenant to and for the benefit of Grantee's land and shall run with the land. The terms "Grantor" and "Grantee" herein shall include their respective successors in interest.

8. **Governing Law.** This Grant shall be governed by and construed under the laws of the State of Hawaii.

9. **Advances.** If Grantee should fail to perform any of Grantee's obligations under this Grant, Grantor shall have the right (but not the obligation) to cure such default, and all sums of money expended by Grantor in connection therewith shall be paid by Grantee to Grantor on demand.

10. **Interest.** All sums not paid when due under this Grant shall bear interest until paid in full at the rate of one percent (1 %) per month.

11. **Enforcement.** Each party hereto may enforce his or its rights by an action for specific performance in the courts of the State of Hawaii in addition to any other remedies available at law or in equity. In the event of any litigation between the parties arising out of or concerning this Grant or the enforcement thereof, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party all costs, expenses and reasonable attorneys' fees incurred by the prevailing party.

12. **"As Is".** Grantor has not made and will not make, any representation or warranty, implied or otherwise, with respect to the condition of the Easement Area, and Grantee accepts the Easement Area in completely "as is" condition, with full assumption of the risks and consequences of such conditions.

13. **Notices.** All notices or other communications given by either party hereto shall be deemed to have been duly given to and received by the other party upon the earlier to occur of (a) actual receipt by the other party or (b) three (3) business days after having been deposited in the United States mails, addressed to the other party at the address set forth in the introductory paragraph of this Easement, or to such other address as such other party may have given notice of in accordance with the foregoing provisions.

14. **No Waiver.** No failure by any party to insist upon the strict performance by the other party of any of the terms or provisions of this Grant shall be deemed to be a waiver of any

such terms or provisions or of the other party's obligation to comply with such terms and provisions, and notwithstanding such failure each party shall have the right thereafter to insist upon the other party's strict performance of such terms and provisions. Any waiver of the terms and provisions of this Grant shall not be effective unless given in writing.

15. **Counterparts.** This Agreement may be executed in one or more counterparts, and all of the counterparts shall constitute but one and the same agreement, notwithstanding that all parties hereto are not signatory to the same or original counterpart.

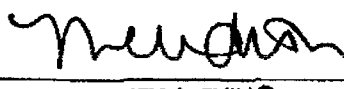
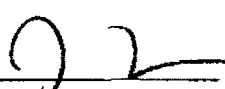
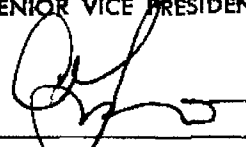
IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed as of the day and year first above written.

COUNTY OF MAUI

By   
Alan M. Arakawa  
Its Mayor

"Grantee"

ALEXANDER & BALDWIN, LLC  
Through its division  
Hawaiian Commercial & Sugar Company

By    
MEREDITH J. CHING  
Its SENIOR VICE PRESIDENT  
By   
CHARLES Y. LOOMIS  
Its ASST SECRETARY

"Grantor"

APPROVED AS TO FORM  
AND LEGALITY

SCOTT K. HANANO  
Deputy Corporation Counsel  
County of Maui

)

)

2

ALAN M. ARAKAWA

My Commission Expires: 8/14/2015

(Official Stamp)

STATE OF HAWAII

)

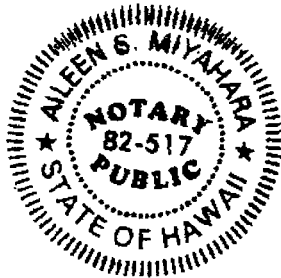
) SS:

CITY & COUNTY OF HONOLULU

)

On this 10th day of September, 2012, before me personally appeared MEREDITH J. CHING and CHARLES W. LOOMIS, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Signature: Aileen S. Miyahara  
Print Name: AILEEN S. MIYAHARA  
Notary Public, State of Hawaii

My Commission Expires: 7/15/14

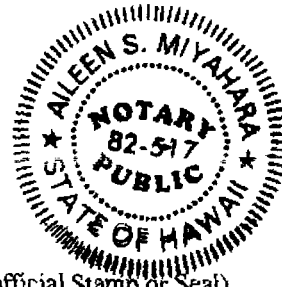
NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

Document Identification or Description: Grant of Easement

Doc. Date: \_\_\_\_\_ ☒ Undated at time of notarization  
No. of Pages: 11 Jurisdiction: First Circuit  
(in which notarial act is performed)

Aileen S. Miyahara 9/10/12  
Signature of Notary Date of Certificate

AILEEN S. MIYAHARA  
Printed Name of Notary



(Official Stamp or Seal)





## DESCRIPTION

### EASEMENT G-1 AFFECTING TAX MAP KEY: (2) 2-5-004:054

Being an easement for security gate purposes affecting a portion of the land deeded by the Board of Education to the Trustees of the Oahu College per Liber 12, Pages 400 to 403 dated December 30, 1860 situated at Hamakuapoko, Makawao, Island and County of Maui, State of Hawaii

Beginning at a point at the southwesterly corner of this easement, said point being 253° 36' 38.56 feet from the southwesterly corner of T.M.K: (2) 2-5-004:054, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUUNENE 2" being 6,570.56 feet North and 16,080.67 feet East and running by azimuths measured clockwise from True South:

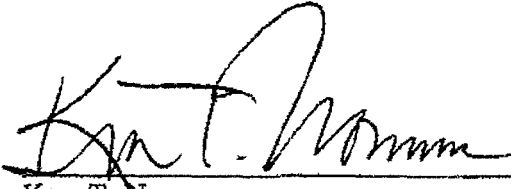
1.     163° 36'                                      11.00 feet     along the remainder of the land deeded by the Board of Education to the Trustees of the Oahu College per Liber 12, pages 400 to 403 dated December 30, 1860 (along the remainder of T.M.K: (2) 2-5-004:054) to a point;
2.     253° 36'                                      5.00 feet     along same to a point;
3.     343° 36'                                      10.96 feet    along same to a point;
4.     Thence along a portion of the land deeded by the Board of Education to the Trustees of the Oahu College per Liber 12, Pages 400 to 403 dated December 30, 1860 (being along T.M.K: (2) 2-5-004:039) on a curve to the right with a radius of 343.87 feet, the radial azimuth to the point of curve being 342° 46' and the radial azimuth to the point of tangent being 343° 36', the chord azimuth and distance being: 73° 11' 5.00 feet to the point of beginning and containing an Area of 55 Square Feet.

Prepared by: A&B Properties, Inc.  
Kahului, Maui, Hawaii

August 31, 2012

This work was prepared by me or under my supervision.



 4/30/2014  
Ken T. Nomura  
Licensed Professional Land Surveyor  
Certificate No. LS-7633  
Expiration Date: 4/30/2014

ME  
12/5-u

## DESCRIPTION

### EASEMENT G-2 AFFECTING TAX MAP KEY: (2) 2-5-004:053

Being an easement for security gate purposes affecting a portion of the land deeded by the Board of Education to the Trustees of the Oahu College per Liber 12, Pages 400 to 403 dated December 30, 1860 situated at Hamakuapoko, Makawao, Island and County of Maui, State of Hawaii

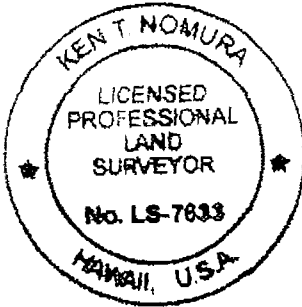
Beginning at a point at the northwesterly corner of this easement, said point being 253° 36' 44.89 feet from the northwesterly corner of T.M.K: (2) 2-5-004: 053, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUUNENE 2" being 6,540.33 feet North and 16,084.36 feet East and running by azimuths measured clockwise from True South:

1. Along a portion of the land deeded by the Board of Education to the Trustees of the Oahu College per Liber 12, pages 400 to 403 dated December 30, 1860 (being along T.M.K: (2) 2-5-004:039) on a curve to the left with a radius of 373.87 feet, the radial azimuth to the point of curve being 343° 36' and the radial azimuth to the point of tangent being 342° 50', the chord azimuth and distance being:  
253° 13' 5.00 feet to a point;
2. 343° 36' 17.03 feet along the remainder of the land deeded by the Board of Education to the Trustees of the Oahu College per Liber 12, pages 400 to 403 dated December 30, 1860 (being along the remainder of T.M.K: (2) 2-5-004:053) to a point;
3. 73° 36' 5.00 feet along same to a point;
4. 163° 36' 17.00 feet along same to the point of beginning and containing an Area of 85 Square Feet.

Prepared by: A&B Properties, Inc.  
Kahului, Maui, Hawaii

August 31, 2012

This work was prepared by me or under my supervision.



*Ken T. Nomura* 4/30/2014

Ken T. Nomura  
Licensed Professional Land Surveyor  
Certificate No. LS-7633  
Expiration Date: 4/30/2014

ME  
12/5-v



**County of Maui  
To Use and Repurpose the  
Campus of Old Maui High School**

**Request for Proposal  
No. 14-15/P-15**

**Submission Information**

***Submitted to:***

County Maui  
Purchasing Division, Department of Finance  
Attention: Daniel Agsalog, Director of Finance,  
2145 Well Street, Suite 104,  
Wailuku, Maui, Hawaii 96793

**Company Information**

***Submitted by:***

TEACH Development, LLC  
Point of Contact: Jason A. Hobson  
Address: 742 Hana Highway, Paia, Hawaii 96779  
Phone: (213) 235-9191  
Email Address: jhobson@hbdlegal.com

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction.

**EXHIBIT " 5 "**

## **SECTION A - T    NSMITTAL LETTER**

We are pleased to respond to the Request for Proposal (RFP) from the County of Maui for the "Use and re-purpose of the campus for the Old Maui High School." We will comply with the requirements, provisions, terms, and conditions specified in RFP 14-15. We respectfully submit our proposal, and acknowledge our concurrence with the terms and conditions as specified within the "Specifications and Special Provisions."

This Transmittal Letter provides an overview of the vision, functions and benefits of the Patsy Takemoto Mink Center for Technology, Education, Agriculture, Community and Health ("TEACH"), along with a summary of our team, our qualifications, timelines and the anticipated costs of development for this project.

Attachments are included that provide additional information on our proposed Business Plan, key participant resumes, and representative project examples.

TEACH Development, LLC, a Hawaii limited liability company, ("TEACH Development") is a consortium consisting of individuals and companies with the vision, deep domain expertise and passion to develop and repurpose the Old Maui High School Campus into the Patsy Takemoto Mink Center for Technology, Education, Agriculture, Community and Health. The primary objective is to provide an exemplary environment that integrates Technology, Education, Agriculture, Community and Health ("TEACH").

We intend to build upon the recommendations and functions set forth in the Friends of Old Maui High School (OMHS) Master Plan and to exponentially increase the social, environmental and economic benefits of the Project. The OMHS Master Plan stipulates that the project be tailored to the following purposes, all of which will be integrated throughout the project:

- Agriculture
- Renewable Energy
- Youth Camp
- Conferences
- Historic & Culture

It is our intention to retain the feeling, viable structures and major landscape elements of the historic campus, while also creating a place with transformational impact on a global scale that will attract speakers, performers, participants and visitors from around the globe. The vision for TEACH Center is to provide an exemplary showcase of regenerative systems design, sustainability, optimal health, green education and jobs training, meaningful work and community benefit. This requires us to develop and repurpose OMHS from a holistic perspective, significantly improving the agricultural components, built environment, infrastructure (water, food, energy, waste & wastewater), and even more importantly, the educational impact of the site. We anticipate the Project, when completed, will cost a total of \$56 million and consist of 200,000 square feet costing \$51 million for construction and another \$5 million for operations.

We will integrate the power, water, waste and wastewater, agriculture systems with the built environment in a way that synergistically fulfills the purpose of OMHS to provide great social, economic and environmental impact.

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We envision the following functions and uses:

- Center for Agriculture & Permaculture.
- Center for Living Technologies, Local Economy & the Regenerative Society that includes the Energy, Water, Food, Built Environment, Waste and other technologies mentioned under the Regenerative Economy section.
- Cultural Center for Preservation & Integration of Hawaiian Culture and Ancient Earth Wisdom.
- Optimal Wellness & Personal Development Center.
- Eco-Social Entrepreneurship Center.
- Conference Facilities, Amphitheater, Stage and Event Park featuring events that include international speakers, music concerts, art shows, educational events, integrative design showcase, transformational festivals, cleantech & smart community conferences, regenerative economy summits and earth wisdom gatherings.
- Restaurant, Patio Dining, Gift Shop & Teaching Kitchen. Hospitality, Worker Housing, Student Housing, Glamping & Camping.
- Applied Education Center.

We believe that we can exceed the requirements of Executive Order 4343 (EO 4343), honor the history of OMHS, as well as serve the community with a healthy, joyful and inspiring place to gather and learn. The TEACH Center intends to develop the plans for the site in cooperation with the County of Maui and will engage with OMHS alumni and the community to obtain further input during the planning process. We will regularly consult with the Friends of OMHS to obtain their insights and advice during the planning for this project.

We are convinced that TEACH Center will expand the legacy of OMHS to be a place of education, experiences and exemplary demonstrations that serves and inspires young and old from the local and an international communities resulting in great social, ecological and economic benefit to Maui.

This will be accomplished by providing an exemplary showcase of (i) integrative and regenerative design, (ii) leading edge technologies, infrastructure & systems, (iii) sustainable practices that honor the land and nature, (iv) healthy and energy efficient built environment, (v) education leading to green jobs and meaningful work in the regenerative economy, (vi) inspiring cultural experiences and gatherings, and (vii) engaging with local non-profits and government, as well as convening international think tanks to solve both local and global challenges. Moreover, we intend to award scholarships and internships to under-privileged youth as well as adults seeking to transform their lives in order to better serve community needs.

#### **The TEACH Development Consortium Members**

As listed below in Section B (Experience and Capabilities) and detailed in Attachment 2 (Resumes), The TEACH Development consortium brings an aggregate of over 500 combined years of relevant experience in regenerative planning and design, agriculture, architect, engineering, real estate and community development, project management, infrastructure design, green technology, construction, finance, law, education, operations, marketing, and program and event development. Additionally, our consortium possesses broad and diverse expertise in supporting public works, military projects and private sector commercial business enterprises. Our organization is free of conflicts of interest and holds itself to the highest standards of professionalism, ethics, and the desire to create social, economic, and environmental benefit. We bring a comprehensive understanding and holistic approach to the planning, development,



completion, operations and management of large, complex projects and businesses, along with resources to support all requirements of RFP 14-15.

### **Creating Social, Economic & Environmental Benefit & the Regenerative Economy**

The TEACH Center will provide significant and measurable social, economic and environmental benefit to the County of Maui and the State of Hawaii through programs for life-affirming technologies, applied education and green jobs training, agriculture & permaculture, community development, optimal wellness and personal development.

The Center will strive to live up to the Island wisdom too often forgotten by modern development, “He ali’ka `āina; he kauwā ke kanaka,” or “The land is a chief; man is its servant.” We know that we can create a showcase that generates significant social, economic, and environmental benefits for the local community, for Hawaii, the international community and for the planet. This showcase includes:

- Improved health & wellness of the community including personal, family and corporate wellness with programs focusing on diet, exercise, mindfulness and prevention;
- A beautiful and inspiring place for community gatherings and events;
- Increased community engagement, collaboration and unity;
- Increased tourism focused on ecology, wellness and regenerative design;
- Preservation and evolution of Hawaiian and other indigenous knowledge and cultures;
- Training and certification in new living technologies and green jobs;
- Helping to heal, remediate and increase the health of local land and water;
- Stimulating a robust local economy by increasing agricultural production and diversity, local renewable energy generation, increasing sustainability skills and capacity, incubating eco-social entrepreneurialism and businesses; and
- Renewable energy infrastructure, water conservation and higher crop yields.
- Developing systemic solutions that address some of the world’s biggest challenges such as poverty, hunger, homelessness, health, sanitation, energy, pollution and climate change.

Further, we will provide an exemplary demonstration for building a robust local Regenerative Economy. This Regenerative Economy is based on new businesses and economic models that create Ecosystemic Thriving. There is abundant consensus worldwide that we need to transform our socio-political-economic systems if we are to thrive as a species. Foundational to developing the Regenerative Economy is the integration of the wisdom of indigenous peoples with modern living technologies to improve the health, abundance and thriving of people and our planet.

#### **Explanatory Notes:**

- **Ecosystemic Thriving** is measured by increased health, longevity, abundance, adaptability, resilience and the regenerative capacity of life in an ecosystem. This includes the land, the water, flora and fauna. We humans are interconnected with, and interdependent on, the complex ecosystem of Earth. Our thriving and health is directly related to the thriving and health of Earth’s ecosystem.
- A **“Regenerative Society”** is one in which human impact has a net positive effect on nature by engaging in activities that go beyond sustainability to restore, renew, revitalize, and regenerate our ecosystemic health.
- A **“Regenerative Economy”** aligns the rules of business with the laws and principles of nature. It is an economy that helps create conditions conducive to life on this planet.

A primary objective of our TEACH Center is to provide, foster and showcase the education, skills, capacity, entrepreneurialism, community collaboration and expertise required to develop,

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implement and integrate the components of the Regenerative Economy Maui. This objective includes the following:

- Clean, affordable and secure renewable energy (e.g., solar, geothermal, tidal).
- Water production, purification and conservation technologies (e.g., desalinization, atmospheric water, grey-black water recycling, tertiary waste water systems).
- Local production of fresh, organic & nutritious food using permaculture, bio-dynamic and organic growing techniques as well as healthy edible landscaping, roof top gardens, hanging gardens, botanical gardens and themed gardens.
- Waste recycling and reuse.
- Natural capital & resource stewardship (e.g., healing and preserving the land, watershed and oceans) and resource conservation.
- Bio-materials, sustainable infrastructure and a healthy built environment.
- Sustainable planning, design and building of Regenerative Communities including the integration of “Smart Cities” technologies, bio-materials, energy, food, water, waste, health and transportation systems.
- Practical, applied and interactive education that fosters the brilliance and natural talents of each individual.
- Social, ecological and technological innovation and entrepreneurship that fosters life affirming and healthy products, services and technologies.
- Optimal health & wellness lifestyle transformation programs and environments that integrate such things as corporate and personal health, diet & nutrition, exercise, epigenetics and improving relationships.
- Regenerative finance based upon eco-social impact (e.g., renewable energy financing, public-private partnerships, sustainable land development, and agricultural financing).
- Personal development and consciousness evolution.
- Regenerative Tourism that integrates eco-tourism, social tourism and wellness tourism.
- New education, transportation & communications systems.
- Healing arts.
- Whole systems and biomimicry (Note: Biomimicry is an approach to innovation that seeks sustainable solutions to human challenges by emulating nature’s time-tested patterns and strategies. The goal is to create products, processes, and policies that are well-adapted to life on earth over the long haul.)

### **Organizational Formation**

Upon award of the contract, TEACH Development, LLC will form a special purpose limited liability Company (LLC) to be named The TEACH Center, LLC, for the development, operation, marketing and management of the Project. TEACH Center, LLC, will be the lessee of the property. TEACH Center, LLC will also collaborate and partner with local government, nonprofit organizations and engage the community to increase the social, economic, and environmental impact of the Project. TEACH Center’s programs will include community engagement and learning, helping disadvantaged youth, providing for elder programs, providing educational scholarships, solving social challenges (e.g., economic disparity, homelessness, unemployment) sponsoring eco-social entrepreneurs, funding Research and Development (R&D) and engaging in technology transfers and licenses for the benefit of the community.

Members of our consortium have participated in fundraising and development transactions that, in the aggregate, total r \$1 billion. We are confident in our at to raise the financing required to successfully complete and fulfill the Project vision.

### **Financing & Timelines**

TEACH Development estimates that the **total project budget will be \$56 million** with development and construction totaling **\$51 million** as set forth below, plus **\$5 million** for post-opening operating expenses. The Pre-Development & Design Phase is estimated at \$3.25 million and will be funded by equity financing. An additional \$17.75 million in equity financing with an additional \$30 million of debt financing will be required for construction. The project will have a Loan to Value (LTV) ratio of 60%. An additional \$5 million of equity will be required to launch, market and engage in operations until profitability is achieved. ,

### **Phase 1: Pre-Development & Design Phase (Months 1-10)**

As depicted in Figure 1 below, the Pre-Development and Design phases will require **\$3.25 million** in equity financing for the following purposes:

Rent During Construction	\$1
Studies (e.g., Feasibility, Market, Infrastructure, Environmental, Traffic)	\$232,000
Architect Fees	\$743,220
Engineering and Consultants	\$990,960
Miscellaneous Consultants	\$265,436
Consultant Coordination	\$68,128
Printing/Reimbursable Expenses	\$8,750
Permits & Fees	\$52,500
Insurance	\$3,500
Utilities During Construction	\$1,250
Legal & Accounting	\$52,500
Computers & Software	\$25,000
Pre-Opening Program Dev., Staffing & Training	\$225,000
Project Administration	\$212,348
Fundraising Costs	\$150,000
Contingency	\$223,050
<b>TOTAL</b>	<b>\$3,253,643</b>

***Figure 1: Pre-Development and Design Phases***

### **Phase 2: Contracting & Construction Phases (Months 10-24)**

We estimate that the Contracting & Construction Phases will require an additional **\$47.75 million.** We will also explore private-public partnerships for privately funded infrastructure and environmental improvement bonds using Property Assessed Clean Energy (PACE) and other tax-backed bond structures. The funds will be used as follows:

- Planning and Design, including Site, Utility and Landscaping, detailed investigations of existing buildings to be renovated and the design of Renovated and New Buildings.

- At least 8 of the existing buildings on the site will be renovated and re-purposed to be compatible with the proposed program. Two other wood buildings will be more closely evaluated to determine their reuse potential during the planning process. These buildings will be primarily used as teaching spaces, which is compatible with their current design. All renovated buildings will include state of the art labs, communications and data systems. The shell of the 1922 OMHS Building will be saved, a new roof installed and the exterior restored to match its historic configuration.
- Four buildings will be demolished, as recommended by the 2007 Master Plan, as they are in an advanced stage of deterioration.
- New construction totaling approximately 150,000 square feet will be required. The functions located in these new facilities will be those that require more specialized design, such as conference spaces, open pavilions, or living quarters for guests. To the extent it makes sense from a master planning perspective new buildings will be constructed on sites of demolished buildings. A good example of this is the site just north of the old Administration Building.
- Agricultural areas and landscaping, which shall include edible landscaping, will be incorporated throughout the site, integrating the building environment and the exterior environment. In addition to field planting, new structures shall include 5 to 8 greenhouse structures that will be used for hydroponics and aquaponics operations and as nurseries and barns to support the field operations. Landscaping will also include botanical teaching gardens, roof top demonstration gardens and hanging gardens.
- An integrated power, water, and waste water system shall be installed. Due to groundwater contamination, the project will bring County water to the site. To reduce use, on-site water collection and recycling will be maximized. Except on the historic 1922 building, roofs of most structures will be utilized for water collection, photovoltaics or roof top demonstration gardens.
- New accessible pathways and parking areas will be constructed. Drainage basins will be dispersed throughout the site to control site drainage. Such sites will be used for dual purposes wherever possible, including for playing fields or edible landscapes.
- Existing perimeter planting on the East side of the site will be generally retained as a buffer from the agricultural fields. The large specimen trees on the school campus will be retained. Clearing of land for agricultural fields will be done.

### **Phase 3: Launch & Operations (Months 25 and beyond)**

TEACH Development estimates that an equity investment of **\$5 million** will be required beyond the development and budget to cover the first year of operations until the TEACH Center becomes profitable. These proceeds will be used to launch the TEACH Center, develop programs and partnerships, promote and market the TEACH Center; and provide working capital for operations (to cover items as salaries and benefits, consulting, services, furniture and equipment leasing, test and evaluation, insurance, software, inventory, supplies, utilities, sales activities, due diligence, planning, contingent construction and capital improvements).

The Project will be financially viable, however, due to the Project's total budget of **\$56 million** (\$51 million for development & construction + \$5 million for launch & operations); Investors will be subjected to an extended payback period. In order to provide a more attractive cash flow and payback period for investors, we will seek long term loans of 30 years or more to cover the

costs of construction. Due to this fact, as enumerated in the Leasing Paragraph below, we will seek a 60-year lease from the County of Maui.

### **Revenue Generation and Financial Viability**

We desire to be inclusive and open the TEACH Center to the public, including the local and international communities, for the enjoyment, inspiration and benefit of individuals, families, students, workers and volunteers. We also intend to provide an active grant and scholarship program as our commitment to the community. While some services and experiences will be free and for community benefit, other services and experiences will require admission or payment. We anticipate generating revenues from the following sources, which will be used to stimulate programs, pay for ongoing operations and provide for a reasonable return for investors:

- Facilities, Co-Working Space and Office Rentals
- Membership Dues for the Optimal Wellness Center
- Spa, Healing and Personal Development Services
- Event and Workshop Registrations
- Tuition for Classes, Training and Certifications
- Entrepreneurial Incubation Equity and Mentoring Fees
- Youth Camp Enrollment
- Restaurant, Community Supported Agriculture and Catering
- Technology Transfers and Licensing
- Phyto-Medicine-Shamanic Healing Remedies
- Visitor and Daily Use of the Campus
- Campus and Staff Housing, Glamping and Camping
- Consulting Services and Research
- Nursery & Agriculture Sales

We are committed to the belief that if we give the community and land great value, that value will be returned. This commitment also extends to working with local non-profits and governments on special programs to solve social problems (e.g., homelessness, drug addiction, obesity, pollution, degradation of arable land, unemployment, costly energy) and increase the quality of life (e.g., improved health, reduction of medical claims, robust economy, self-sufficiency, clean energy generation, sustainability) and the availability of meaningful work committed to serving people and planet.

The consortium of TEACH Development has a well-documented past performance history that will enable it to plan, fund, execute, and complete all the requirements of RFP 14-15. We will repurpose the OMHS Campus into one which the citizens of Maui and the State of Hawaii will be able to participate, find employment, and otherwise enjoy the benefits of the environment we will create.

## SECTION B – EXPERIENCE AND CAPABILITIES

The following sections comply with the title and numbering requirements of Section 3.01(4)(b):

### **1.0: TEACH Development Members Number of Years in Business [Requirement 4(b)(1)]**

As is evidenced by the resumes at Attachment 3, TEACH is a consortium of individuals with the vision, relevant experience and personal passion to develop OMHS into an exemplary showcase of regenerative planning & design, socially and environmentally responsible business models and systems that create significant benefit for the community, society and the environment.

As contained in the Table 1 below, and in Section B(2) and Section B(5) of this proposal, our consortium brings extensive experience in the fields of regenerative planning & design, architecture, engineering, real estate development, project management, infrastructure design, green technology, construction, finance, law, education, operations, marketing, and program and event development. Our consortium partners have worked on relevant large scale projects including those set forth in Section B (5) of this proposal.

Below is a listing of the TEACH partner companies and the years in business:

Table 1: Team Overview & Benefit to the Use and Repurpose of the Old Maui High School		
Company Name/Consortium Partner:	Company Overview:	Experience & Benefit to the Project:
<b>MELE Associates</b> Mel Chiogioji, Chief Executive Officer www.meleassociates.com	<ul style="list-style-type: none"><li>• 44 Years in business</li><li>• Veteran-owned business</li><li>• Construction management, engineering, general contracting, and telecommunications, alternative energy technologies, National/Nuclear Security</li></ul>	<ul style="list-style-type: none"><li>• Extensive experience since 1999 servicing Hawaiian clients such as Tripler Army Medical Center, Hickam AFB, City &amp; County of Honolulu, Department of Education for Hawaii, Fort Shafter, Hawaii Health Systems Corps Hospitals/Clinics, Waimanalo USDA APHIS, etc.</li></ul>
<b>Regenesis, Inc.</b> Bill Reed, Chief Executive Officer www.regenesis.com	<ul style="list-style-type: none"><li>• 20 Years in Business</li><li>• World Leader in field of regenerative development</li><li>• Mission to transform the development industry into one that “contributes to, rather than undermines,” the health of the planet.</li></ul>	<ul style="list-style-type: none"><li>• Bringing a coalition of pioneers, top educators in the field of permaculture and though leaders in world of business planning and organizational development.</li><li>• Bringing a unique approach to understand the context of the unique patterns of life in the community and its ecological system and thus, how the development and the community can be in a</li></ul>

		<b>Adaptive and thriving relationship</b>
<b>Mason Architects, Inc.</b> Glenn Mason, Chief Executive Officer <a href="http://www.masonarch.com">www.masonarch.com</a>	<ul style="list-style-type: none"> <li>• 37 Years in Business</li> <li>• Bringing extensive expertise in Architecture, Preservation and Site Planning</li> </ul>	<ul style="list-style-type: none"> <li>• Bringing unique experience based on working throughout the Pacific on culturally sensitive sites and is an award-winning firm well respected for its adaptive reuse of existing buildings and sites. The firm has 9 architects registered in Hawaii, and 20 staff members.</li> <li>• The breadth of its experience is particularly well-suited to this project: adaptive reuse, educational facilities, shops, agricultural structures, assembly spaces, residential and institutional work are common projects in the office.</li> <li>• Clients include the Hawaii Department of Education (3 current projects), the University of Hawaii (2 current projects), the Division of Forestry and Wildlife (2 current projects), National Park Service (2 current projects including one at Haleakala) and the General Services Administration (2 current projects).</li> <li>• Private sector clients include Bishop Museum, for whom we are working on a campus master plan and site improvements, and Kunia Village Development Corporation, for whom we have done research, planning and construction documents that will allow a small pineapple plantation camp to continue to serve as housing for farm workers.</li> </ul>

		<ul style="list-style-type: none"> <li>• MAI Architects has three LEED professionals on staff and is responsible for a dozen LEED certified projects, including one LEED Platinum project for the National Park Service at the Volcano National Park. Sustainable design and preservation are cornerstones of MAI's practice.</li> </ul>
<b>Hobson, Bernardino+Davis</b> Jason A. Hobson Esq. Managing Partner <a href="http://www.hbdlegal.com">www.hbdlegal.com</a>	<ul style="list-style-type: none"> <li>• 6 Years in Business. 17 years of experience in public-private partnerships involving the following tax credits and bonds:</li> <li>• Affordable Housing and Community Development Incentives. Historic Tax Credits. PACE Bond and Renewable Energy Bond. Infrastructure Bonds</li> </ul>	<ul style="list-style-type: none"> <li>• Serves as advisor to financing structures utilizing federal and/or state tax credits and bonds used to finance the infrastructure, rehabilitation of historic improvements.</li> <li>• Jason A. Hobson has developed over 1,200 units of affordable housing in California, Washington and the Midwest.</li> <li>• Experience with development of residential living and wellness-focused community.</li> </ul>
<b>Mark Chasan, Attorney at Law</b>  <b>AWE Global, Inc. (AGI)</b> Mark Chasan, Chief Executive Officer <a href="http://www.aweglobalinc.com">www.aweglobalinc.com</a>  <b>Transformative, Inc. (TI)</b> Mark Chasan, Chief Executive Officer <a href="http://www.transformativecapital.com">www.transformativecapital.com</a>	<ul style="list-style-type: none"> <li>• 30 Years in Business as a Lawyer</li> <li>• AWE - 5 Years in Business</li> <li>• Transformative/Transformative Capital - 7 Years in Business</li> </ul>	<ul style="list-style-type: none"> <li>• AGI provides development, consulting and integration services for regenerative community development.</li> <li>• TI helps eco-social entrepreneurs obtain the resources they need to succeed including, capital, human market and technology resources.</li> </ul>



<b>Engineering Services Network Inc. (ESN).</b> Dennis Groh, Chief Marketing Officer www.esncc.com	<ul style="list-style-type: none"> <li>• 20 Years in business.</li> <li>• One of the fastest-growing small business technology companies.</li> <li>• Veteran-owned business</li> <li>• CMMI® ML 2 for SVC v1.3</li> <li>• CMMI® ML 3 for DEV v1.3</li> <li>• ISO 9001:2008 Certified</li> </ul>	<ul style="list-style-type: none"> <li>• Serve as Subject Matter Experts (SMEs) for the information technology aspects surrounding the project and adoption of evolving technologies.</li> <li>• Bringing extensive network engineering expertise and management solutions encompassing commercial best practices based upon integrated management approach.</li> <li>• Providing the requisite expertise to support all networking, video teleconferencing, and information technology solutions required of a project of this size and scope.</li> </ul>
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Our consortium possesses broad experience in supporting public works, military programs and private sector commercial business. Our organization is free of conflicts of interest and holds itself to the highest standards of professionalism, ethics, skills and desire to create environmental, social and economic benefit. We bring a comprehensive understanding of and experience in the planning, development, completion, and the operations and management of large, complex projects and businesses. Further, we have the complete and comprehensive resources to support all of the requirements of RFP 14-15.

We completely understand and are aligned with the County of Maui's strategy for the future of re-purposing the OMHS campus and have the skills and competence to handle all phases of development, financing and operations.

Through the program management and integration of many complex projects, we have demonstrated that our management processes are scalable to accommodate even the largest and most complex requirements. Our demonstrated ability and experience in collaborating and managing large integrated multi-contractor teams will bring an array of specialized expertise, provide cost savings, utilize industry best practices, and allow us to operate as a seamless whole that functions smoothly and successfully in close partnership with our County and State counterparts.

Upon being awarded the lease agreement or an exclusive negotiation period of 180 days, a special purpose entity will be formed for the development, marketing and operation of the Project, as detailed in the Organizational Formation Paragraph above.

## **2.0 Key personnel Names & Qualifications Summary [Requirement 4(b)(2)]**

Table 2 below contains a high-level summary of the expert qualifications and capabilities of our TEACH Development Consortium members that are considered key personnel for this project. Full resumes and/or bios are included in Attachment 3 for review.

**Table . TEACH Development Consortium Expertise**

<b>Name:</b>	<b>Fields of Expertise:</b>	<b>Bio Summary:</b>
Mel Chiogioji	<ul style="list-style-type: none"> <li>✓ Electrical Engineering</li> <li>✓ Construction of Mission Critical Projects</li> <li>✓ Project Management Renewable Energy Infrastructure</li> <li>✓ Energy Efficiency</li> <li>✓ Project Financing</li> </ul>	Dr. Chiogioji (RADM USN ret) as CEO MELE Associates, Inc. has more than 30 years of senior management experience in engineering, construction and project management. His relevant areas of expertise include renewable energy; energy efficiency, economics and financing; industrial waste up cycling, utilization and minimization; and construction management. Mel also brings a wealth of knowledge in government project and program management having served thirty-two years in the Navy and Naval Reserve as a Civil Engineer Corps Officer including six years as a Rear Admiral, commanding mission critical operations.
Glenn Mason	<ul style="list-style-type: none"> <li>✓ Architecture</li> <li>✓ Real Estate Development Planning &amp; Feasibility</li> </ul>	Glenn is president of Mason Architects and has been a registered architect in Hawaii for 39 years. His experience with culturally important sites, educational facilities is well known in Hawaii. He has been Chairman of the Hawaii Historic Places Review Board, and president of Seagull Schools, Bishop Museum Advisory Council, Honolulu Chapter/American Institute of Architects and the Hawaiian Historical Society.
Bill Reed	<ul style="list-style-type: none"> <li>✓ Architecture</li> <li>✓ Regenerative Design</li> <li>✓ Integrative Planning</li> <li>✓ Community Development</li> <li>✓ Clean Systems Integration</li> </ul>	Bill is an internationally renowned sustainability and whole-systems architect, planner, designer facilitator and lecturer. As President of the Integrative Design Collaborative and a Principal of Regensis, Bill is a leader in evolving green building design and planning to integrate with living systems. Bill served as co-chair of the LEED Technical Committee from its inception in 1994 through 2003; is a member of the LEED Advanced faculty and one of the first of twelve USGBC trainers of the LEED Rating System; a founding Board Member of the US Green Building Council; and served on the national executive committee of the AIA Committee On The Environment. With Regensis, he has evolved the process of design to help regenerate and harmonize human and 'natural' systems to be in mutually beneficial inter-relationship - with lower capital cost, much faster approval time, and deep community support and development. Bill is widely published and teaches in dozens of universities ranging from Harvard to Univ. of British Columbia, and the Iberoamericana in Mexico City.

Mark Chasan, Esq.	<ul style="list-style-type: none"> <li>✓ Regenerative &amp; Transformative Communities</li> <li>✓ Cleantech, Agtech, &amp; Aquatech,</li> <li>✓ Clean Energy</li> <li>✓ Law</li> <li>✓ Finance</li> <li>✓ Media</li> <li>✓ Internet &amp; Technology</li> </ul>	<p>Mark is the CEO of WE Global, Inc., which was founded to develop regenerative communities and environments that transform the way we live, work, learn &amp; play in a way that results in positive social, economic and environmental impact.</p> <p>Mark has a track record as 1) an Internet entrepreneur &amp; innovator with a public exit (Founder &amp; CEO of EMusic); 2) a Fortune 25 executive (Leader of IBM's Digital Media Consulting Practice); 3) a lawyer (Special Counsel to Hobson, Bernardino + Davis); and 4) a merchant banker, strategic consultant &amp; finance advisor with experience in cleantech, energy finance, natural brands and interactive technologies, who has participated in over \$200 million of financial transactions (Transformative).</p>
Jason Hobson, Esq.	<ul style="list-style-type: none"> <li>✓ Law</li> <li>✓ Real Estate Development</li> <li>✓ Affordable Housing</li> <li>✓ Tax Credits</li> <li>✓ Bonds</li> </ul>	<p>As a founding partner of Hobson Bernardino + Davis LLP, an "AV-Rated Preeminent" boutique law firm, and former Sr. Attorney at Pillsbury Madison, Jason is an experienced real estate, finance and community development attorney, with 16-years of experience structuring and negotiating public and private capital investment in "community impact" projects across the United States. These projects have utilized Low-Income Housing Tax Credits, Historic Tax Credits, Tax-Exempt Bonds, New Market Tax Credits, Solar Tax Credits, and other public tax and/or development incentives. Jason also developed a \$23 Million Dollar "LEED Platinum" and wellness-focused residential rental community for low-income seniors in the San Gabriel Valley of Los Angeles County.</p>
Jerry Landry	<ul style="list-style-type: none"> <li>✓ Sugarcane &amp; Rice Farming Expertise</li> <li>✓ Information Technology</li> <li>✓ Contract/Procurement</li> <li>✓ Budget/Financial Planning</li> <li>✓ Business Development</li> </ul>	<p>Jerry Landry (Brig General, USAF (Ret)) has been the CEO and President of an Information Technology Company who performed water quality development for the Dept. of Homeland Security, Financial Management for commercial companies and Engine Failure Prognostics for Petroleum and Aviation Companies. He has extensive experience in software development, business process re-engineering and training. He has managed a 2,460 person Software Development (code writing) enterprise, and run a Procurement Agency with over \$2.3 Billion in contracts. He is a retired USAF Brig General.</p>
Dennis Groh	<ul style="list-style-type: none"> <li>✓ Business Development</li> <li>✓ Acquisition/Contracting</li> <li>✓ Information Technology</li> <li>✓ Telecommunications</li> <li>✓ Collaborative Relationships</li> </ul>	<p>Dennis is currently the Chief Marketing Officer for a Veteran Owned company – Engineering Services Network (ESN). He has over 40 years of executive management experience in supporting large government programs for multiple agencies. In particular DISA (Defense Information Systems Agency) \$5Billion DOD &amp; civilian agencies for telecommunications and IT. He has led all business</p>

	<ul style="list-style-type: none"> <li>✓ Program Management</li> <li>✓ Property Management</li> <li>✓ Real Estate Development &amp; Planning</li> </ul>	development efforts for major civilian entities – SAIC, Boeing, RSIS, CSC, Siemens, to name a few. He has been across large government agencies in areas of constructions for GSA buildings, USDA field offices, and several other Federal agencies.
Gerry Jordan	<ul style="list-style-type: none"> <li>✓ Acquisition</li> <li>✓ Procurement</li> <li>✓ Contracting</li> <li>✓ Telecommunications Information Technology</li> </ul>	Gerry is an experienced acquisition/procurement professional. He has held numerous positions during his career with the Defense Information Systems Agency (DISA). In addition to managing DISA procurement functions at Falls Church, VA and Scott AFB, IL, he successfully completed assignments in HI and Germany. He is a contracting expert with a Defense Acquisition Workforce Improvement Act (DAWIA) Level III Certification in Contracting, a member of the Department of Defense Acquisition Corps, and held an Unlimited Contracting Officer Warrant. In addition to hands-on contracting experience, he was responsible for developing and maintaining procurement policies and procedures for DISA's five contracting offices. He has used his extensive technical knowledge of telecommunications and IT products and services to assist customers in developing requirements documents for procurements and serving as the Project Manager for a multi-billion dollar IT solutions acquisition. He is recognized as a skilled organizer, planner, and problem solver. He is currently employed by CACI Dynamic Systems, Inc. as an Acquisition Analyst, Principal, where he provides procurement policy and procedure support to a Federal Government agency.
Scott Dillon	<ul style="list-style-type: none"> <li>✓ Information Technology</li> <li>✓ Contracting Expertise</li> <li>✓ Procurement</li> <li>✓ Financial Management</li> <li>✓ Budget Formulation</li> <li>✓ Budget Execution</li> <li>✓ Accounting Finance</li> <li>✓ Financial Analysis &amp; Reporting</li> </ul>	Scott served as Comptroller and Financial Manager for the Defense Information Technology Contracting Organization (DITCO) for the past 25 years. DITCO manages a diverse portfolio of global IT contracts valued at over \$5 billion including local contracts supporting Hawaii and the Pacific theatre. He managed over 100 federal employees and contractors performing financial management mission and functions at four, global DITCO operating locations including Ft. Meade, Maryland; Scott AFB, Illinois; Pearl Harbor, Hawaii; and Sembach, Germany. He is currently starting a second career as a teacher/instructor, private consultant and master gardener.

### 3.0: References [Requirement 4(b)(3)]

Table 3 below, is a listing of references reflective of our abilities to successfully develop and operate the TEACH Center. Our team was carefully selected for our ability to provide the oversight and management of this project to make it a success. The combined capabilities of our consortium provide us the ability to effectively develop, manage, and provide the financial resources needed for development of this project.

Table 3: TEACH Development Consortium References			
Consortium Member:	Reference Name, Title & Company	Contact Info (Tel, Address & Email)	Summary of Work & Reference:
MELE Associates <ul style="list-style-type: none"> <li>Mel Chiogioji</li> </ul>	Ahmad Sadri, P.E., Energy Recovery Administrator, H-POWER Environmental Services Department	H-Power Environmental Services Department, Honolulu, HI <a href="mailto:asadri@honolulu.gov">asadri@honolulu.gov</a> Phone: 808-768-5454	MELE Associates, serving as the construction management firm, provided oversight of more than six subcontractors to accomplish all H-Power tasks. MELE oversight included building two bag houses, and disconnecting and demolishing electrostatic precipitators.
Mason Architects, Inc. <ul style="list-style-type: none"> <li>Glenn Mason</li> </ul>	Blair Collis, CEO, Bernice Pauahi Bishop Museum	1525 Bernice Street, Honolulu, HI 96817-2704 <a href="mailto:bcollis@bishopmuseum.org">bcollis@bishopmuseum.org</a> Phone: 808-848-4142	Mason has worked with Bishop Museum since 2006, completed 3 phases of improvements to Hawaiian Hall, one phase of site improvements, and has been working with the Museum on its master plan, and several other projects on campus.
Regenesis <ul style="list-style-type: none"> <li>Bill Reed</li> </ul>	Anthony Sblendorio, CEO, Ecological	<a href="mailto:anthony@ecologicalgroup.com">anthony@ecologicalgroup.com</a> Phone: 908-334-8520	Provided Integrative Process Design and Management. Story of Place – Land and Community Assessment. New Jersey and New York For Profit Development projects.
Transformative <ul style="list-style-type: none"> <li>Mark Chasan</li> </ul>	John Kinney, CEO Clean Fund, LLC	2330 Marinship Way, Suite 100 Sausalito, CA 94965 <a href="mailto:john.kinney@cleanfund.com">john.kinney@cleanfund.com</a> Phone: 415- 517-2582	Clean Fund is a specialty energy improvement finance company and a leader in providing PACE financing. Initially provided advisory services and business development to help the company grow to a leader in PACE financing and joined the company as General Counsel & VP of Business

			<p>Development in September, 2013. Duties for Clean Fund included helping develop the business plan, recruiting key executives, introducing high visibility projects, raising equity and debt financing, as well as providing legal negotiation, review and document drafting. Participated in over \$65 million in financing, built a sales pipeline of over \$25M and brought financing opportunities of over \$200 million.</p>
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**4.0: Listing of judgments, pending lawsuits or legal actions [Requirement 4(b)(4)]**

Our team is free of any known judgments, pending lawsuits or legal actions and we do not have any organizational conflicts of interest associated with supporting this project.

**5.0: Projects similar to those described in this RFP 14-15. [Requirement 4(b)(5)]**

TEACH Development's management have had significant experience in developing large, mission-critical projects for both the private and public sector and have substantial experience in Hawaii. Please refer to Attachment 2 for a detailed listing of projects (identified on requested form) that have been completed that are relevant in mission and scope to those described in this RFP. This clearly reflects our experience and understanding of large scale projects of equal scope and criticality to the environment.

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## **SECTION C – PROJECT APPROACH, TIMELINE & COMPLETION**

### **1.0: Project Description, Vision, Purpose & Alignment**

Provided below is our high-level understanding and approach to meeting the requirements of the use and repurposing of the campus of OMHS school as outlined in the RFP.

The County of Maui and the State of Hawaii are seeking (per RFP 14-15), the development of a "...sustainable community environmental education facility and the implementation of the Patsy Takemoto Mink Center." Executive Order (EO) 4343 requires that the land be used for Social Purposes, Education, Agricultural and Related Support Purposes. The Master Plan Outlines the following uses:

- Agriculture
- Renewable Energy Demonstration
- Youth Camp
- Conference Center
- Historic/Cultural Center

TEACH is in alignment with both the purposes articulated by EO 4343 and the Old Maui High School (OMHS) Master Plan (developed by Chris Hart and Partners, and written for the Friends of Old Maui High School). We desire to go further than EO 4343 and the Master Plan by utilizing integrative, permaculture and regenerative approaches to planning, design, development and operating the OMHS. We are certain that these approaches will result in a valuable and repeatable development process that demonstrates a synergistic, value-adding relationship between the land, agriculture, renewable power/water/wastewater/waste infrastructure and the local environment to foster the greatest social and ecological benefit.

We will incorporate all of the above listed OMHS Master Plan tenants into our program. This will serve to meet the objectives of the Friends Of Maui Group, is responsive to RFP 14-15 and EO 4343, and will serve the Citizens of Maui in a responsive and practical manner; one in keeping with the Hawaiian Culture, the original purpose of the site, and maintain a culture of the "Old Hawaii" well into the next century.

### **1.1: Functional Centers, Built Environment & Infrastructure**

There are currently 16 buildings on the campus of the Old Maui High School. Of those, four will require demolition because of their advanced state of deterioration, leaving 12 buildings, all of which will require some degree of rehabilitation and hazardous materials remediation. Table 4 below provides a description and function of each functional center, along with the square footage allotted for this space.

In addition to the rehabilitation of the existing building on campus, new construction will be required. We anticipate the construction of the Project, when completed will consist of 200,000 square feet costing \$51 million.

Table 4: Functional Centers, Build Environments & Infrastructure			
Description:	Benefit/Functions:	Square Feet	Acreage
Center for Agriculture & Permaculture (Greenhouses, Barn/Warehouse, Fields & Edible landscaping)	A portfolio farm of organic foods, phyto-medicines and bio-fuel feedstock's. The organic crops will be utilized to feed community members and for the onsite organic restaurant. This will also serve as facility for agricultural education, training and certification, including permaculture design and farming, biofuel crops and processing, and ethno botanical and theme gardens that provide plants and herbs for health, healing, beauty and quality of life. There will also be demonstrations of integrated systems, roof top gardens, vertical gardens, hydroponics, seaponics and aquaponics.	32,000	13
Center for Living Technologies, Local Economy & The Regenerative Society	This center focuses on researching, developing, prototyping, demonstrating and teaching new "Living Technologies "in the areas of 1) water conservation, purification & healing, 2) energy efficiency & storage, 3) renewable energy generation, 4) increased organic crop yields and agricultural productivity, 5) organic and value-adding pest control, 6) utilization and upcycling of waste for energy, building materials and soil amendment, 7) soil & water remediation, 8) increasing supply efficiency, 9) reduction of greenhouse gasses, 10) ecosystemic & bio wellness, 11) seaponics, aquaponics and hydroponics	15,000	2
Center for the Study of Hawaiian and Other Native Land Use Practices	The Center will demonstrate how the Hawaiian ahupua'a concept of land use can provide guidance to land stewardship in the future. It will showcase the spiritual and natural forces that made this system successful. Other native wisdoms from around the world shall be integrated into the program for the Center, which will focus on the preservation, integration and evolution of the ahupua'a and other native wisdom. The Center will provide a platform for those philosophies that result in the thriving of people, animals, land, and ocean.	5,000	1



Optimal Wellness, & Personal Development Center	Health Club, Natural Fitness, Hydrotherapy, Basketball, Volleyball & Water Sports, Diet & Nutrition, Counseling, Mindfulness/Yoga, Relationships, Embracing Diversity	23,000	0.05
Amphitheater, Stage and Park	Cultural events such as music, theatre, dance, drum circles, inspiring speakers, food fairs & community gatherings	5,000	2
Conference Facility	Multi-Purpose facility to hold larger indoor events such as workshops, local trade events, town-hall meetings, movies, performance art, trade shows, conferences and think tanks	22,000	1
Youth Camp	Applied and practical education, experiences and gatherings focused on K-12 that provide youth an opportunity to engage with nature and society and develop skills that will help them transform the world, start eco-socially responsible companies and/or prepare themselves for meaningful work in the regenerative economy	6,000	1
Eco Social Entrepreneurial Center	Incubate, mentor and finance eco-social entrepreneurs and companies that provide economic, environmental and social benefits to the Islands and to society	14,000	0.5
Restaurant, Patio Dining & Teaching Kitchen	Focus on serving gourmet fresh, farm-to-fork, organic food, raw, vegetarian, Hawaiian, pacific rim cuisines, as well as functional foods & beverages, diet, nutrition and health and doing classes on healthy diet and cooking to improve the health of the local community	7,000	0.25
Hospitality	Providing accommodations for immersive experiences, extended stays for speakers, performers, teachers, students and workshop attendees	35,000	1
Caretakers & Workers Housing	Provide on-site location for caretakers and workers	24,000	0.5
Applied Education Center	Education, Certification and Capacity Building in all of the foregoing with a focus on providing practical experiences and skills that translate directly meaningful work, societal benefit and personal growth	9,000	0.25
Reception Center, Museum & Retail (Gift Shop)	Provides a location for the public to learn about the center, its development process, its systems, schools, experiences, events, etc.	6,000	0.25
Administration	Executives and Project Management, General Administration	3,500	0.25
<b>TOTAL</b>		<b>206,500</b>	<b>23.5</b>

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## **1.2: Infrastructure**

While the site consists of buildings and other structures in various states of repair (all of which require renovation, or in the case of four buildings, demolition), the OMHS Master Plan also details various infrastructure improvements. In addition to the rehabilitation of existing building and the construction of new facilities, our team will install the following infrastructure systems in accordance with existing local, state and federal standards:

*Integrated Water, Storm Water, Wastewater and Fire Protection Systems:* The site is not connected to any water delivery system or to the County of Maui Water Authority. The project will require a source of potable water. As indicated in the OMHS Master Plan, it is suspected that the water available to the OMHS Campus is contaminated. We will conduct standard tests to ascertain if this is the case. If the water is in fact contaminated, then we will drill a water well using Environmental Protection Agency (EPA) standards to the depth required for an adequate source of water. To this water well, we will attach a Filtration System and Water Purification System (again in accordance with EPA standards), to remove both organic and inorganic contaminants from the well water. All of these systems are commercially available, will be sized to meet the capacity designs of the campus, and will meet all local, state and federal codes.

In order to demonstrate innovative technologies and approaches to water production, conservation, recycling and reuse, we intend to utilize an integrated system consisting of the following:

- Well water and purification systems
- Water catchment, water collection ponds & reservoirs,
- Grey-black water recycling, tertiary treatment of wastewater with anaerobic digestion for waste-to-energy, separation and sanitization of water and wetlands purification
- Separation systems that utilize sanitized black water for non-edible agriculture, gardens and landscaping and grey water for toilets and edible agriculture, gardens and landscaping
- Atmospheric water
- Water Well with a Filtration, and Water Purification capability.
- Cost effective water treatment without resorting to Chlorine treatment for safer bactericide, improved descaling and reduced water waste.

*Integrated Solid Waste Treatment:* There are no provisions on site for any drainage, or for the disposal of solid and waste water (sewage). The solid mass from the wastewater systems will be utilized for energy and then dehydrated, sanitized, separated and mixed with food waste for non-edible compost. During our planning and design process, we will determine the systems exact requirements and capacity. We are currently considering either a “GE Packaged Plant” or a “Living Machine” system as the foundational system. These are state of the art pre-packaged facilities that are scalable and can be readily increased if demand grows over time. The advantages of GE Packaged Plants is that they pre-engineered and delivered as a package, dramatically reducing installation cost and lead time.

*Renewable Power Systems, Photovoltaic and Electrical Service:* The site is currently served by the Maui Electric Company (MECO). Arrangements will be made with MECO for the provisioning of electrical capacity sized to the repurposed facility to the extent that such power is required. We intend to generate power onsite using renewable energy sources, primarily photovoltaic solar, and use the utility power grid as a backup and for net metering.

*Agricultural Heritage, maculture & Agritech:* The site is surrounded by an agricultural environment. Our plan is to maintain the agricultural heritage and exceed the previous growing, yields and agricultural uses. Our plan is to integrate agriculture throughout the site in the form of a 13 acre farm, edible landscaping, botanical gardens, theme gardens and demonstrations of living walls, hanging gardens and rooftop gardens. Additionally our integrated energy and water systems will showcase the natural capital of living systems. We will use agricultural techniques such as xeriscaping and permaculture to plan, prepare, cultivate and sustain the native soil and landscape. Xeriscaping is used today on Maui both commercially and residentially. Xeriscaping incorporates seven basic principles which lead to optimal water conservation including:

- Planning and design,
- Soil analysis,
- Practical turf areas,
- Appropriate plant selection,
- Efficient irrigation,
- Use of mulches, and
- Appropriate maintenance.

We will also take advantage of the latest advances in the use of permaculture. The goal is to combine the best of natural landscaping and edible landscaping to develop a site that integrates human activity with the natural surroundings of the Campus to create a highly efficient and self-sustaining ecosystem. Our vision includes botanical and themed gardens, rooftop and hanging gardens and aromatherapy plants grown indoors. Ever mindful of the Hawaiian culture, we also plan to take full advantage of locally grown food knowledge and inculcate that into the Campus. Finally, in the area of agricultural technology, we envision a world class Research and Development Center to bring together farmers and growers with scientists, technologists and entrepreneurs to create a global think tank in agricultural technology.

*Demonstrations of Working Sustainable Energy Technologies & Integrated Systems:* We will provide both indoor and outdoor demonstrations of our integrated systems including demonstrations of the following:

- A biofuels testing and demonstration facility where potential biofuel crops will be grown on a small scale and tested for the feasibility of bio-diesel production.
- New power and storage systems
- “Living Microgrid” that integrates power, water, waste, agriculture and building
- Regenerative planning & design and whole systems approaches

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### **1.3: Social, Environment : Operating Considerations**

In addition to the functional uses, built environment and infrastructure of the Project, there are specific guidelines required by The County of Maui, which we agree to implement and monitor for compliance throughout the various phases of the project. These include but are not limited to guidelines for licenses and permits, registration requirements, taxes, etc.

We have also reviewed the results of project *Focus Maui Nui, Our Islands, Our Future*, and the vision, core values and key strategies that will lead Maui County into the future. We have incorporated many of these same guiding principles throughout our proposal and business model approach. These include:

- Being an innovative model of sustainable island living and a place where every child can grow to reach his or her potential.
- Ensuring the needs of each individual, the needs of natural and cultural assets, and the needs of the whole community are brought into balance to reflect the extremely high value we place on both the land and its people.
- Fostering the education and well-being of young people to ensure that those born on the islands can, if they choose, spend their whole lives there and take advantage of opportunities to contribute to the community and to be good stewards of the local treasures.
- Becoming a leader in the creation of responsible, self-sufficient communities and environmentally sound economic development.
- Improving education by fostering the development of young people, to create more economic options in the future, and to strengthen the ability of local residents to direct the islands' future.
- Protecting the natural environment by ensuring that precious resources exist for future generations, to preserve the beauty of the islands, and to maintain the distinct rural identity and tradition of Maui Nui.
- Maintaining the quality of life on the islands and to ensure local residents have the chance to move easily throughout the islands. Infrastructure challenges, particularly transportation, must be addressed.
- Providing quality and fulfilling jobs for local residents, broadening the tax base, and providing Maui Nui with the financial resources to accomplish its goals.
- Passing history and culture down to future generations and to ensure a healthy community in the years ahead.
- Taking an inclusive approach that provides the public access to the TEACH Center.

In addition to the functional uses, built environment and infrastructure of the Project, there are specific guidelines required by The County of Maui, which we will implement to monitor for compliance throughout the various phases the project.

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#### **1.4: Other Considerations**

In our project review we have developed a listing of other considerations that include the following:

1. *Balanced Utilization.* The site will maintain a balance between public and private utilization by serving the thriving and benefit of both the community and the land. The private usage is intended for public benefit and will be focused on regenerative approaches, agriculture, green job training, living & green technologies, eco-social entrepreneurialism, optimal wellness and preservation of ancient Hawaiian and other earth cultures. We desire the site as a place for locals and tourists to gather, picnic, enjoy the beauty and participate in classes, events, seminars and workshops, as well as develop companies and technologies that benefit humankind and planet.
2. *Environmental Compliance.* One of the critical issues we recognize in repurposing the OMHS Campus is the requirement to insure that we comply with all local, state and federal environmental compliance requirements (e.g., Environmental Impact Statements, Certifications, permits). Our team has extensive experience in this arena and will be fully compliant in all actions we take on the Campus.
3. *Toxic Remediation.* A critical consideration we will be correcting, as needed, during our upgrade of the OMHS Campus, is Toxic Remediation. During our initial evaluation of the OMHS Campus we believe that there may be several areas of potential toxins on site and additional evaluation is required. Areas of concern include the following:
  - The existing buildings have extremely old floor tiles in place. It is a virtual certainty that these tiles, counter surfaces, and other places where tile is located contain asbestos. (This is because virtually all tiles manufactured prior to the 1950s contained asbestos.) These materials will need to be removed, and our team has experience in safely handling, transporting and disposing of hazardous materials.
  - Some of the exterior and interior of the existing buildings have been painted at some time in the distant past. It is a virtual certainty that the paint used at that time contained lead. (This is because virtually all paint manufactured prior to the 1950s contained lead.) All the existing paint will have to be removed from the buildings and any other areas containing old paint (e.g., fence posts, signs, walkways).
  - We have obtained old reports that indicate that the ground water on the OMHS site has been contaminated by chemicals and other products used in the surrounding agricultural farmland. If those reports are in fact correct (a condition we will test for), then we will take action to make the sources of on-site water we will provide (with the water well and filtration system described above) are in fact safe. If needed, we have water monitoring systems that can quickly alert and react to a number of contaminants to reduce risk to consumers and avoid incidents such as the spill more than a year ago in West Virginia which sickened hundreds of families.

4. *Landscaping.* Existing perimeter planting on the East side of the site will be generally retained as a buffer from the agricultural fields. The large specimen trees on the school campus will be retained. Clearing of land for agricultural fields will be done. To the greatest extent possible, landscaping on site will be integrated with the agricultural emphasis of the site, and will include species that are edible. Indigenous or Polynesian-introduced plants will be used for most of the landscaping.
5. *Employment Considerations.* A specific and positive by-product of our repurpose of the OMHS Campus is in the realm of employment. As the campus is upgraded and new facilities are opened, these facilities will need to be staffed. While exact staffing levels for each facility have not yet been determined, it is certain that we will provide significant employment for the citizens of Maui and the State of Hawaii. In addition to dedicated professional staffing for each of the activities we will provide (see all of the above), we will have requirements for Grounds, Facilities, and System Maintenance personnel, and for Janitorial, Security, and similar professions. Upon completion, we estimate a requirement for the employment of over 50 people. While the majority of these jobs will be full time employment, it is certain that we will provide part time or seasonable employment to local students, young adults, and anyone else desiring to work. As in prior development work, we will be competitive in our employment practices. We recognize that a well paid employee is a productive employee, and we want productive employees.
6. *Non Discrimination Policy.* Our team has a long standing policy of non-discrimination. We will follow, to the letter, all applicable local, state and federal statutes, rules, policies, and regulations regarding non-discrimination. Our policy, succinctly stated, is that, "We will not discriminate against anyone for any reason, nor will we tolerate anyone who does."

#### **1.5: Social & Environmental Benefits & Outcomes of Project**

Our objective is to create an exemplary showcase that generates significant environmental, social and economic benefits for the local community, the Hawaiian Islands, society and for the planet including the following:

- Improve health & wellness of the community
- A beautiful and inspiring place for community gatherings and events
- Increase community engagement, collaboration and unity
- Increase eco-tourism and wellness tourism
- Preserve Hawaiian and other ancient wisdom and cultures
- Training and certification in new "living technologies" and green jobs
- Help heal and remediate the land and water
- Stimulate a robust local economy by increasing agricultural production and diversity, local renewable energy generation, increasing green skills and capacity, incubating eco-social entrepreneurialism and businesses.
- Increased renewable energy infrastructure and water conservation
- Higher crop yields
- Healing and remediation of the land, wetlands, waters, ocean, reefs and fisheries
- Provide an exemplary and repeatable demonstration for developing infrastructure, built environments, communities and cities that have a net positive ecosystemic impact.

### **1.6: Project Timelines**

Our team will work closely with the County of Maui to collaboratively develop a project schedule and agreed upon project milestones within our project management plan and development of an Integrated Master Plan and Schedule that will guide the development and implementation of this project. Collaboration with the County of Maui will minimize risks to the project by ensuring requirements for plans, permits, and approvals are thoroughly understood, as well as realistic timelines and actions that can be taken to expedite processes.

The Integrated Master Plan (IMP) and the Integrated Master Schedule (IMS) are important program management tools that assist with the planning and scheduling of work efforts and achieving project milestones. The IMP documents the significant accomplishments necessary to complete the work and ties each accomplishment to a key program event and the IMP is expanded to a time-based IMS to produce a networked and multi-layered schedule showing all detailed tasks required to accomplish the work effort contained in the IMP. We will develop a detailed Project Management Plan, IMP, and IMS to guide this project to success.

Table 5 below depicts an initial IMS that will be developed working in collaboration with the County of Maui. This schedule assumes no force majeure and expeditious cooperation with the County and State.

Table 5: Integrated Master Schedule Timeline		
<b>ACTION</b>	<b>START DATE</b>	<b>COMPLETION DATE</b>
Award lease to TEACH	March 2, 2015	June 1, 2015
Pre-Development & Design Phase	June 2, 2015	March 1, 2016
Equity and debt financing fundraising for full funding (\$50M)	July 1, 2015	February 1, 2016
Obtain entitlements permits and plan approvals from County of Maui	September 1, 2015	February 1, 2016
RFPs, Selection Process and Finalization of Contractors	November 1, 2015	March 1, 2016
Infrastructure & Agriculture	March 1, 2016	December 31, 2016
Construction of buildings resurface roads and highways, and restore Paia by-pass	January 15, 2017	January 31, 2018
Deliver and install all FF&E interior furnishings	February 1, 2018	March 1, 2018
Complete final punch list	March 1, 2018	June 1, 2018
Staff Training & Marketing	March 1, 2018	June 1, 2018
Soft opening	July 4, 2018	July 4, 2018
Grand opening	August 1, 2018	August 1, 2018

The primary success factor for projects has been the use of open communications for early identification and resolution of issues to achieve a successful outcome for our projects. This open interface will provide an opportunity for the County of Maui to offer both formal and informal input regarding the project schedule. Continuously applying lessons learned from every previous project we have completed assists us in perfecting our management of projects as we constantly strive for process improvement and risk elimination or mitigation.

#### **1.6a: Development Timelines**

We propose the following major actions to repurpose the Old Maui High School in accordance with the OMHS Master Plan, RFP 14-15, and EO 4343. Upon being awarded the lease or an acceptable exclusive negotiation period, TEACH will engage in the following:

##### **1.6a(1): Pre-Construction**

- Form and fund a special purpose entity
- Conduct a whole system, socio-ecological community and site assessment and community engagement process. This consists of a permaculture assessment and community development process. This work will be accomplished with our team and retained expert consultants
- Develop a preliminary business plan, financial models and initial relevant planning studies including community, culture, market, feasibility
- Comprehensive on-site evaluations, studies (environmental, traffic, flows, systems, structures)
- Develop the TEACH Master Plan utilizing Integrative Planning, Design & Project Management (IPDMP) approaches. We anticipate that the TEACH Master Plan that would encompass what the Friends of Old Maui High School envisioned for the site with expanded functionality and benefits in alignment with the expanded and integrated vision of TEACH to best serve the community and the environment (in keeping with the tenants of RFP 14-15).
- Architecture and engineering
- Develop a detailed project management plan for scheduling, obtaining, allocating and committing resources (e.g., financial, human, materials, technology, equipment) to successfully convert the site to a full blown agricultural, educational, living technologies, recreational, renewable energy, and historical/cultural/conference center facility; a facility that provides added value for the citizens of Maui and the State of Hawaii, enhances employment opportunity at the site, and provides a funding source for the citizens, the county, the state, and our company.
- Obtain all required entitlements, use and building permits
- Develop RFPs and obtain bids for the development of the site

##### **1.6a(2): Construction**

MELE Associates offers professional construction management services that will be tailored to the size and complexity the OMHS project—and backed by a corporate commitment OMSH stakeholders, the land, and to total quality management.

On complex assignments involving numerous buildings and contractors such as this site, MELE's construction management services typically begin during design, and include:

- Schedule and budget evaluations



- Value engineering
- Constructability reviews
- Accuracy checks on cost estimates
- Weighing project alternatives
- Structuring bid packages for best value, quality and price construction
- Contracting
- Project Construction
- Monitoring and coordinating daily construction activities

MELE's construction engineering and inspection services personnel are experts in monitoring the quality of construction work and documenting the materials, labor and equipment used.

### 1.6a(3): Operations Timeline

One year before opening the TEACH Center, we will, in parallel, start interviewing and scheduling the retention of management, teachers and engaging in contractual negotiations for performers and events, while closing financing for operations. Six months prior to opening, we will start training the TEACH Center staff. Approximately 3 months prior to open, we will install FF&E and have regular and hold focus groups to review our performance. After opening, we estimate that the TEACH Center will take approximately two years to reach stability and five years to reach leveled growth.

### 1.6b: Financial Timelines

TEACH estimates that the aggregate total of the project will be **\$56 million**, including a development budget will be \$51 million, plus \$5 million for initial post-opening operation expenses to be used for the following purposes and phases described below:

#### Pre-Development & Design Phase (Months 1-9)

The Pre-Development & Design phases will require **\$3.25 million** in equity financing for the following purposes:

Rent During Construction	\$1
Studies (e.g., Feasibility, Market, Infrastructure, Environmental, Traffic)	\$232,000
Architect Fees	\$743,220
Engineering and Consultants	\$990,960
Miscellaneous Consultants	\$265,436
Consultant Coordination	\$68,128
Printing/Reimbursable Expenses	\$8,750
Permits & Fees	\$52,500
Insurance	\$3,500
Utilities During Construction	\$1,250
Legal & Accounting	\$52,500
Computers & Software	\$25,000
Pre-Opening Program Dev., Staffing & Training	\$225,000
Project Administration	\$212,348
Fundraising Costs	\$150,000
Contingency	\$223,050
<b>TOTAL</b>	<b>\$3,253,643</b>

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#### Contracting & Construction Phases (Months 10-24)

We estimate that the Contracting & Construction Phases will require an additional **\$47.4 million** with a projected Loan to Value (LTV) ratio of 60%. Thus, we will be required to raise equity financing in the sum of round in the sum of \$20 million and debt financing in the sum of \$30 million. We intend to also explore private-public partnerships for privately funded infrastructure and environmental improvement bonds using Property Assessed Clean Energy (PACE) and other tax-backed bond structures. The funds will be used as follows:

- RFP drafting and process
- Site cleanup and preparation
- Demo & remodeling
- Grading and Landscaping
- Agriculture, Farm, Edible Landscape, Theme & Botanical Gardens Roof Top & Hanging Garden Demonstrations,
- An integrated power, water, waste water, waste infrastructure
- Built environment for the functions and sq. ft. we discussed
- Lighting, parking, hardscape
- Pools and water features

#### Launch & Operations (Months 25 and beyond)

TEACH estimates that an additional equity investment of **\$5 million** will be required to 1) launch the TEACH Center; 2) develop programs and partnerships, 3) promote and market the TEACH Center; and 3) provide working capital for operations to cover such items as salaries and benefits, consulting, services, furniture and equipment leasing, T&E, insurance, software, inventory, supplies, utilities, sales activities, due diligence, planning, and contingent construction and capital improvements in the first year of operations, until the company becomes profitable.

We believe that the Project will be financially viable; however, due to the Project's total budget of \$56 million, investors will be subjected to an extended payback period. Due to this fact, we will seek a 60-year lease term with the County.

#### 1.7: Integrative Planning, Design & Project Management

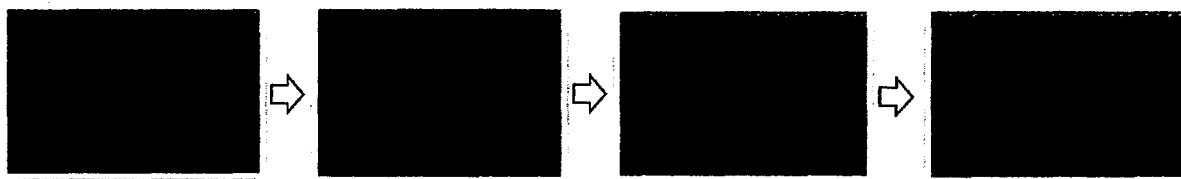
To accomplish these objectives, we will apply Integrative Planning, Design & Project Management (IPDPM) process to control, construct, implement and complete the overall project. IPDPM takes a holistic approach that honors the vision and its evolution through community engagement, the land, investors, the project team, the community and the patrons of the project. IPDPM consists of taking vision, ideas, objectives, requirements, and desires and converting them into a planned, resourced and funded project that is on-time and in-budget. While there are numerous ways to manage large programs/projects, the IPDPM process used by TEACH consists of ten interrelated stages: 1) Project Purpose & Visioning, 2) Project Assessment & Due Diligence, 3) Community Engagement, Permaculture Analysis and Research, 4) Integrative Planning, Design, Architecture & Engineering, 5) Business Plan, Financials and Initial Financing, 6) Obtain Entitlements & Permits, 7) Budgets & Financing, 8) Project Controls, Timelines & Construction, 9) Operational Training & Marketing, and 10) Open and Operate.

TEACH has extensive experience with IPDPM and each of the 10 stages referenced above. Our Integrative Design Facilitator, Bill Reed, is the co-author of the seminal work on Development

**Designated TEACH Program Manager:** Mr. Stephen Langham of MELE Associates is our designated Program Manager (PM) for this project, and he will lead the effort and provide guidance to all team members. He has the necessary credentials and the management expertise to lead this effort and ensure a successful project outcome. He is responsible for all project management and reporting requirements of the Performance Work Statement (PWS). Our PM is an expert in managing projects and building the right teams to support program success. Our team will be responsive, agile, and capable of performing all requirements. His experience includes a 40 year career of project development work. His projects have included schools and educational facilities, mixed use developments, and municipal facilities. His expertise includes having performed development planning including managing both local planning firm and national urban planning service under a federal grant, secured financing, established budgets including operating and capital, developed schedule, managed planning, permitting, design and construction of infrastructure to support mixed use development.

**Subcontractor Management and Control:** Under the direction of the PM, our team partners will provide personnel to support this project. Stephen Langham has the demonstrated experience in managing multiple subcontractors. Under the direction of our PM, the framework in Figure 2 below will be used to manage the team ensuring program success.

**Project Performance Metrics and Reporting:** Our performance management and improvement process is based on industry best standards, work experience, and practices and will incorporate processes that are in place to support the project. Our performance-based management is a systematic approach to performance delivery and improvement through establishing performance objectives; measuring results; collecting, analyzing, reviewing, reporting performance data, and using skillful management and leadership to provide empowered proactive performance. Our approach offers a framework for empowered, proactive performance improvement and the conceptual framework for our Performance Management is depicted in Figure 2 below:



**Figure 2: Performance Analysis and Reporting**

In support of this project we will develop a detailed Project Management Plan (PMP) that will be further refined with Government input and collaboration from the County of Maui and its stake holders upon contract award. The PMP is intended to provide guidance on the management of this project. This PMP has been tailored from the Project Management Institute's Book of Knowledge. It describes in detail the project approach, organizational resources, and management controls to be employed to meet the cost, schedule, and performance requirements associated with this project. It focuses on the long-term financial viability of this project and outlines how this project will be self-sustaining once up and, running. The goal is to develop this project so that it does not rely on Government funding.

Successful programs begin with consistent communication and well-managed meetings – our TEACH team utilizes industry best practices and tools to successfully coordinate, support, and conduct meetings. Meeting planning and facilitation services focus on reaching client organizational goals and objectives at each meeting through the use of facilitation guides, charts, meeting notes, checklists, and documented processes.

In addition, meetings are also managed from a master scheduling perspective so meeting times are coordinated to fit the schedules of required team members. Lastly, our team understands that not all project information is appropriate for large-scale consumption and therefore works closely with the County of Maui to manage what information is disseminated to what audience. This is accomplished through the following:

- Agendas with defined timeframes, outcomes and participants;
- Meeting minutes and action items provided to all participants;
- Action items and statuses obtained in each meeting are included in a centralized action item list for each project and reviewed daily; and
- Integration of meeting data and action items is done following each meeting thru e-mail or face-to-face meeting.

### **1.8: Examples of Project Reports and Deliverables**

We will provide the Project Reports described in Table 6 below to the authority that is stipulated as our primary client for review.

<b>Table 6: Project Reports &amp; Deliverables Examples</b>	
<b>Notional Reporting Deliverables:</b>	
✓	Project Management Plan
✓	Weekly Status Report
✓	Monthly Report
✓	Integrated Master Schedule
✓	Risk Management Report

Our weekly status reports, integrated master schedules, and monthly reports are key for project reporting to our customers and will be submitted electronically.

Project reports will include a documentation of the issues, progress and accomplishments of the project broken down by task element, and any problems as well as a description of how the problems were resolved. We are committed to providing timely and accurate reports for this project.

### **1.9 Risk Management**

We will proactively identify, analyze, and mitigate risk for all work performed or to be performed under this project, and do this through the development of a “Risk Management Plan”. This proven approach to risk management focuses on anticipating and preventing risk from the start

by applying proven methodologies and tools, and executing a disciplined approach, consistent with CMMI and best practice models, for assessing and controlling risks throughout the life of the project. We have developed an initial list of risks, and examples of corresponding mitigation actions. A full Risk Register will be developed in collaboration with the County of Maui, and updated in ongoing monthly progress reports and meetings.

We utilize two (2) major processes for our risk management approach, which are continuous and inter-related, as follows:

- **Risk Assessment Process:** Includes Risk Identification, Risk Analysis and Risk Prioritization. Prioritized risks are subject to Risk Control as indicated by the assessment. We will work with the project manager to proactively identify and escalate risks as appropriate, to avoid negative impact to the project. These risks will be analyzed for impact and prioritized for handling (i.e., high, moderate, low) based on impact severity and probability.
- **Risk Control Process:** Involves Risk Management Planning, Risk Resolution, and Risk Monitoring. For identified risks, we will develop a mitigation action plan within the Risk Plan describing deliverables, milestones, responsibilities, approach and resources needed. Actions associated with approved mitigation plans will be integrated into the Project Work Schedule and monitored through progress reviews.

Table 7 below, presents a listing of initial risks and our respective risk mitigation approach. After award, a complete risk assessment and plan will be created in close collaboration with our customer. We feel that identifying project risks is the success to mitigation ensuring that projects remain on-time and within budget.

Table 7: Initial Listing of Risk & Mitigation Approaches				
Risk	Description	Impact (Low, Med, High)	Probability (Low, Med, High)	Mitigation and Management Approach
1	Differing site conditions	High	Med	Conduct site surveys immediately following award of lease.
2	Impeded access to site	Med	Low	Access site access immediately following award of lease.

<b>3</b>	Compliance with State of Hawaii environmental laws (i.e., Environment Assessment (EA) or Environmental Impact Statement (EIS))	High	Med	Meet early with County of Maui to determine EA and EIS requirements and County of Maui assistance available.
<b>4</b>	Permit and plan approvals	Med	Med	Meet with County of Maui to verify requirements and timeframes, and submit requests and plans early.
<b>5</b>	Well permit approvals and certificates of completion from State of Hawaii, Commission on Water Resource Management, and Board of Health	Med	Low	Meet with County of Maui to verify requirements and submit requests early.
<b>6</b>	MECO interconnections and Public Utility Commission approvals	Med	Low	Meet with MECO and Public Utility Commission to identify any issues and submit requests early.
<b>7</b>	County, state, and/or Federal inspections	Med	Low	Monitor project status and performance.
<b>8</b>	Certificates of completion	Med	Low	Monitor work to ensure it is accomplished properly and on schedule.
<b>9</b>	Supplier deliveries	Med	Low	Contract for early delivery of supplies, include liquidated damages for late delivery, and monitor status.

Our experience on similar projects allows the team to prepare, monitor, respond, and manage risks. We believe, we have the right team that possesses both experience, and the know-how to successfully support this project and mitigate any potential risks.

### **Section D: Project Lease**

Currently, the County of Maui proposes a 20-year lease to the successful offeror to RFP 14-15. As evidenced by the magnitude of our proposed repurposing of OMHS, a single 20-year lease is not adequate. We request that the 20-year lease contain two guaranteed extensions for a total of 60 years. These extension would enable us to meet our financial obligations to all parties, is in keeping with the vision of the Friends of Old Maui High School, and the various stakeholders involved.

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## **Section E: Project Funding**

We have pre-existing relationships with both private and institutional investors that will be utilized once we are awarded the lease. Extending the length of the lease and the cooperation of the County of Maui in expediting entitlements and permits is critical to project funding.

Lastly, aside from equity and debt financing, we will be look to increase returns and lower equity dilution and risk by employing additional sources such as infrastructure bonds, PACE bonds, tax credits and various federal grants such as those provided by U. S. Department of Agriculture, Environmental Protection Agency, and the Department of Energy for these types of worthwhile environmental and sustainable initiatives.

## **Section F: Contribution from the County of Maui**

As is evident in our response to RFP14-15, immediately after Contract Award, TEACH intends to move forward expeditiously with various studies, detailed site planning, construction planning, and similar data gathering efforts necessary to launch the re-purpose of the OMHS Campus. To this end, we will be spending considerable time, money, and resources to accomplish these necessary tasks. Accordingly, we both want and absolutely need assurances from the County of Maui those bonds, road improvements, historic tax credits, low interest loans, new market tax credits, expedited entitlements, licenses, permitting and similar processes will be handled by the County on an expedited basis. For example, if we need a permit to take some action on the OMHS Campus, we will need that permit in a significantly shorter timeframe than the “business as usual” timeframe from the County Authorities.

## **Section G: Summary**

The TEACH Response to RFP 14-15 is in full compliance with the tenants of the document. We have performed a site survey of the OMHS Campus, compared that to the requirements of the OMHS Master Plan and EO 4343, and have developed a comprehensive program to repurpose the existing land and buildings into a fully compliant site that meets all of the stated requirements of the RFP, the OMHS Master Plan, and expands those needs into the following functions (all of which have been detailed in the preceding paragraphs):

- Center for Agriculture & Permaculture.
- Center for Living Technologies, Local Economy & the Regenerative Society that includes the Energy, Water, Food, Built Environment, Waste and other technologies mentioned under the Regenerative Economy section.
- Cultural Center for Preservation & Integration of Hawaiian Culture and Ancient Earth Wisdom.
- Optimal Wellness & Personal Development Center.
- Eco-Social Entrepreneurship Center.
- Conference Facilities, Amphitheater, Stage and Event Park featuring events that include international speakers, music concerts, art shows, educational events, integrative design showcase, transformational festivals, cleantech & smart community conferences, regenerative economy summits and earth wisdom gatherings.

- 
- Restaurant, Patio Dining & Teaching Kitchen. Recommended change: Do we want to add a “Gift Shop” so visitors can remember their unique experience at the TEACH Center and as a marketing strategy?
  - Hospitality, Worker Housing, Student Housing, Glamping & Camping.
  - Applied Education Center.

We anticipate the Project, when completed will consist of 200,000 square feet costing \$56 million and will generate significant social, economic and environmental benefits including the following:

- Improved health & wellness of the community
- A beautiful and inspiring place for community gatherings and events
- Increased community engagement, collaboration and unity
- Increased tourism focused on ecology, wellness and regenerative design.
- Preservation of Hawaiian and other ancient wisdom and cultures
- Training and certification in new “living technologies” and green jobs
- Help heal, remediate and increase the health of local land and water
- Stimulate a robust local economy by increasing agricultural production and diversity, local renewable energy generation, increasing green skills and capacity, incubating eco-social entrepreneurialism and businesses.
- Increased renewable energy infrastructure, water conservation and higher crop yields



## **ATTACHMENT 1 BUSINESS PLAN**



### **TEACH Center** ***(Technology, Education, Agriculture, Communities & Health)***

#### **CONFIDENTIAL BUSINESS PLAN**

**February, 2015**

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### Summary of the Project

The State of Hawaii and County of Maui have requested proposals to repurpose land and built infrastructure of Old Maui High School. Old Maui High School ("OHMS") consists of a 24-acre campus with faded school classrooms and built environment totaling about 47,000 sq. ft. that is in fair to good structural condition. As an incentive to develop the property and repurpose it for social, environmental and community benefit, the State and County are providing a \$1 per year lease for a minimum of 20 years.

TEACH Development, LLC ("TEACH Development") was formed by a consortium of individuals and companies with the vision, deep domain expertise and passion to develop Old Maui High School ("OHMS") into the TEACH Center for Technology, Education, Agriculture, Culture & Health ("TEACH Center" or "the Project"). The members of "TEACH Development" are set forth below in the section entitled "Management."

It is the commitment of TEACH Development to honor Hawaiian culture and the legacy of OMHS as a place of learning, while providing an exemplary showcase of regenerative and integrative design, planning, systems and built environment with education, experiences and opportunities that provide great social, environmental and economic benefit to the local community, including the following:

- Center for Agriculture & Permaculture.
- Center for Living Technologies, Local Economy & the Regenerative Society that includes the Energy, Water, Food, Built Environment, Waste and other technologies mentioned under the Regenerative Economy section.
- Cultural Center for Preservation & Integration of Hawaiian Culture and Ancient Earth Wisdom.
- Optimal Wellness & Personal Development Center.
- Eco-Social Entrepreneurship Center.
- Conference Facilities, Amphitheater, Stage and Event Park featuring events that include international speakers, music concerts, art shows, educational events, integrative design showcase, transformational festivals, cleantech & smart community conferences, regenerative economy summits and earth wisdom gatherings.
- Restaurant, Patio Dining, & Teaching Kitchen. Recommended Change: Do we want to add a "Gift Shop" so visitors can remember their unique experience at the TEACH Center and as a marketing strategy? This is somewhat implied on page 22 under Reception Center, Museum & Retail. SD
- Hospitality, Worker Housing, Student Housing, Glamping & Camping.
- Applied Education Center.

Please see Attachment 1 for a more detailed description of the square footage and uses of the above facilities.

The development and construction of this Project, when completed, will consist of 200,000 square feet and cost \$50 million.

It is our plan to showcase the integration of permaculture farms, nurseries, botanical & themes gardens and edible landscaping throughout the development. This demonstration environment also provides the foundation for applied learning and a living laboratory for innovation that fosters Ecosystemic Thriving and gives students the training, skills and capacity to fuel the Regenerative Economy.

### The Regenerative Economy: Creating Social, Economic & Environmental Benefit

We believe that the Maui TEACH Center will provide significant social, economic and environmental benefit to the community of Maui and the Hawaiian Islands through programs for optimal wellness, personal development and community development as well as providing an exemplary demonstration for building a robust local "Regenerative Economy." The Regenerative Economy is based upon new businesses and economic models that create "Ecosystemic Thriving." Ecosystemic Thriving is measured by increased health, abundance, adaptability, resilience and regenerative capacity of life supporting ecosystems, of which we humans are interconnected and interdependent.

There is significant consensus worldwide that we need to transform our socio-political-economic systems if we are to thrive as a species. Foundational to developing the Regenerative Economy is the integration of ancient earth wisdom with modern living technologies to improve the health, abundance and thriving of people and planet. The

Regenerative Economy will create millions of dollars' worth of meaningful work for billions of people for hundreds of years to come.

A primary focus of the Maui TEACH Center is to provide, foster and showcase the education, skills, capacity, entrepreneurialism, community collaboration and expertise required to develop, implement and integrate the components of the Regenerative Economy on Maui, including the following:

- Clean, affordable and secure renewable energy (e.g., solar, wind, geothermal, tidal, zero point)
- Water production, purification and conservation technologies (e.g., desalinization, atmospheric water, grey-black water recycling, tertiary waste water systems)
- Local production of abundant fresh, organic & nutritious food using permaculture, bio-dynamic, organic growing techniques as well as healthy edible landscaping, roof top gardens, hanging gardens, botanical gardens and themed gardens
- Waste recycling, reuse and upcycling
- Natural capital & resource stewardship (e.g., healing and preserving the land, watershed and oceans) and resource conservation
- Bio-materials, sustainable infrastructure and healthy built environment
- Sustainable planning, design and building of Regenerative Communities including the integration of "Smart Cities" technologies, bio-materials, energy, food, water, waste, health and transportation systems.
- Inspired, practical, applied and interactive education that fosters the brilliance and natural talents of each individual
- Social, ecological and technological innovation and entrepreneurship that fosters life affirming and healthy products, services and technologies.
- Optimal health & wellness lifestyle transformation programs and environments that integrate such things as corporate and personal health, mindfulness, diet & nutrition, exercise, natural connection, epigenetics and improving relationships.
- Regenerative finance based upon eco-social impact (e.g., renewable energy finance, public-private partnerships, sustainable land development, agricultural finance)
- Personal development and conscious evolution
- Regenerative Tourism that integrates eco-tourism, social tourism and wellness tourism
- New education, transportation & communications systems
- Healing arts
- Whole systems and biomimicry
- Ethical nanotechnology and biotechnology

In addition to the foregoing, our TEACH Development possesses deep experience in supporting public works, military projects and private sector commercial business. Our organization is free of conflicts of interest and holds itself out with the highest standards of professionalism, ethics, skills and desire to create environmental, social and economic benefit. We bring a keen understanding of and experience in the planning, development, completion, operations and management of large, complex projects and businesses, along with, deep resources to support all of the requirements to successfully develop the TEACH Center.

### **Organizational Formation**

Upon being awarded the development contract and lease, TEACH Development will form a special purpose Hawaiian LLC with the working name "TEACH Center - Maui, LLC" for the development, operation, marketing and management of the Project. TEACH Center - Maui, LLC will be the lessee of the property. We intend TEACH Center - Maui, LLC to qualify as a B Corporation.

We also intend to utilize a 501(c)(3) for increasing the social, environmental and economic impact of the Project including community engagement and learning, helping disadvantaged youths, providing elder programs, giving

educational scholarships, sponsoring eco-social entrepreneurs, funding R&D and engaging in technology transfers & licenses for the benefit of the community.

### **Financing and Use of Proceeds**

Financing for pre-development, design, construction and initial operations of the TEACH Center is projected to be at total of \$56 million, which will be deployed as described below.

#### **Phase 1: Pre-Development & Design (Months 1-11)**

TEACH Development will first focus on the Pre-Development and Design phase, which we estimate will require **\$3.25 million** in equity financing for the following purposes:

Rent During Construction	\$1
Studies (e.g., Feasibility, Market, Infrastructure, Environmental, Traffic)	\$232,000
Architect Fees	\$743,220
Engineering and Consultants	\$990,960
Miscellaneous Consultants	\$265,436
Consultant Coordination	\$68,128
Printing/Reimbursable Expenses	\$8,750
Permits & Fees	\$52,500
Insurance	\$3,500
Utilities During Construction	\$1,250
Legal & Accounting	\$52,500
Computers & Software	\$25,000
Pre-Opening Program Dev., Staffing & Training	\$225,000
Project Administration	\$212,348
Fundraising Costs	\$150,000
Contingency	\$223,050
<b>TOTAL</b>	<b>\$3,253,643</b>

#### **Phase 2: Contracting & Construction Phases (Months 12-24)**

We project that the Contracting & Construction Phases will require an additional **\$47.75 million**. We will also explore private-public partnerships for privately funded infrastructure and environmental improvement bonds using Property Assessed Clean Energy (PACE) and other tax-backed bond structures. The funds will be used as follows:

- Planning and Design, including Site, Utility and Landscaping, detailed investigations of existing buildings to be renovated and the design of Renovated and New Buildings.
- Twelve of the existing buildings on the site will be renovated and re-purposed to be compatible with the proposed program. These buildings will be primarily used as teaching spaces, which is compatible with their current design. All buildings will be renovated to include state of the art labs, communications and data systems. The shell of the 1922 Old Maui High School Building will be saved, a new roof installed and the exterior restored to match its historic configuration.
- Four buildings will be demolished, as recommended by the 2007 Master Plan.
- New construction totaling approximately 150,000 square feet will be required. The functions located in these new facilities will be those that require more specialized design, such as conference spaces, open pavilions, or living quarters for guests. To the extent it makes sense from a master planning perspective new buildings will be constructed on sites of demolished buildings. A good example of this is the site just north of the old Administration Building.
- Agricultural areas and landscaping, which shall include edible landscaping, will be incorporated throughout the site, integrating the building environment and the exterior environment. In addition to field planting, new structures shall include 5 to 8 greenhouse structures that will be used for hydroponics and aquaponics operations and as nurseries and barns to support the field operations. Landscaping will also include botanical teaching gardens, roof top demonstration gardens and hanging gardens.

- An integrated power, water, and waste water system shall be installed. Due to groundwater contamination, the project will bring County water to the site. To reduce use, on-site water collection and recycling will be maximized. Except on the historic 1922 building, roofs of most structures will be utilized for water collection, photovoltaics or roof top demonstration gardens.
- New accessible pathways and parking areas will be constructed. Drainage basins will be dispersed throughout the site to control site drainage. Such sites will be used for dual purposes wherever possible, including for playing fields or edible landscapes.
- Existing perimeter planting on the East side of the site will be generally retained as a buffer from the agricultural fields. The large specimen trees on the school campus will be retained. Clearing of land for agricultural fields will be done.

Phase 3: Launch & Operations (Months 25 and beyond)

TEACH estimates that an equity investment of **\$5 million** will be required beyond the development and budget to cover the first year of operations until the TEACH Center becomes profitable. These proceeds will be used to launch the TEACH Center, develop programs and partnerships, promote and market the TEACH Center; and provide working capital for operations (to cover items as salaries and benefits, consulting, services, furniture and equipment leasing, test and evaluation, insurance, software, inventory, supplies, utilities, sales activities, due diligence, planning, contingent construction and capital improvements).

The Project will be financially viable, however, due to the Project's total budget of \$56 million (\$51 million for development & construction + \$5 million for launch & operations), Investors will be subjected to an extended payback period. In order to provide a more attractive cash flow and payback period for investors, we will seek long-term loans of 30 years or more to cover the costs of construction. Due to this fact, as enumerated in the Leasing Paragraph below, we will seek a 50-year lease term from the County of Maui.

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## **Management**

As summarized below, our management brings deep experience in the fields of regenerative planning & design, architecture, engineering, real estate development, project management, infrastructure design, cleantech, technology, construction, finance, law, education, operations, marketing, as well as program and event development. Our team have participated in fundraising, development and procurement transactions that, in the aggregate, are well over \$1 billion and have the ability and confidence to bring the Project to fruition.

<b>Name</b>	<b>Fields of Expertise</b>	<b>Bio Summary</b>
Mel Chiogioji	Electrical Engineering, Construction of Mission Critical Projects, Project Management, Renewable Energy Infrastructure, Energy Efficiency, Project Financing	Dr. Chiogioji (RADM USN ret) as CEO MELE Associates, Inc. has more than 30 years of senior management experience in engineering, construction and project management. His relevant areas of expertise include renewable energy; energy efficiency, economics, financing, industrial waste upcycling, utilization and minimization; and construction management. Mel also brings a wealth of knowledge in government project and program management having served thirty-two years in the Navy and Naval Reserve as a Civil Engineer Corps Officer including six years as a Rear Admiral, commanding mission critical operations.
Glenn Mason	Architecture, Real Estate Development Planning & Feasibility	Glenn is president of Mason Architects and has been a registered architect in Hawaii for 39 years. His experience with culturally important sites, educational facilities is well known in Hawaii. He has been Chairman of the Hawaii Historic Places Review Board, and president of Seagull Schools, Bishop Museum Advisory Council, Honolulu Chapter/American Institute of Architects and the Hawaiian Historical Society.
Bill Reed	Architecture, Regenerative Design, Integrative Planning, Community Development, Clean Systems Integration	Bill is an internationally renowned sustainability and whole-systems architect, planner, designer facilitator and lecturer. As President of the Integrative Design Collaborative and a Principal of Regenesi, Bill is a leader in evolving green building design and planning to integrate with living systems. Bill served as co-chair of the LEED Technical Committee from 1994 through 2003; is a member of the LEED Advanced faculty and one of the first of twelve USGBC trainers of the LEED Rating System; a founding Board Member of the US Green Building Council; and served on the national executive committee of the AIA Committee On The Environment.
Jason Hobson, Esq.	Law, Real Estate Development, Affordable Housing, Tax Credits, Bonds	As a founding partner of Hobson Bernardino + Davis LLP, an "AV-Rated Preeminent" law firm, and former Sr. Attorney at Pillsbury Madison, Jason is an experienced real estate, finance and community development attorney, with 17-years of experience structuring and negotiating public and private capital investment in "community impact" projects across the United States. These projects utilized Low-Income Housing Tax Credits, Historic Tax Credits, Tax-Exempt Bonds, New Market Tax Credits, Solar Tax Credits, and other public tax and/or development incentives. Jason advised and structured the first Historic Tax Credit project on Maui (the rehabilitation of the Fred Baldwin Memorial Home in to Lumeria Maui). Jason also developed a \$23 Million Dollar "LEED Platinum" and wellness-focused residential rental community for low-income seniors in Los Angeles County.

Mark Chasan, Esq.	Cleantech, Agtech, Aquatech, Clean Energy, Law, Finance, Media, Technology	Mark has a track record as 1) an Internet entrepreneur & innovator with a public exit (Founder & CEO of Emusic); 2) a Fortune 25 executive (Leader of IBM's Digital Media Consulting Practice); 3) a lawyer (Special Counsel to Hobson, Bernardino + Davis); and 4) a merchant banker, strategic consultant & finance advisor with experience in cleantech, energy finance, natural brands and interactive technologies, who has participated in over \$200 million of financial transactions.
Dennis Groh	Business Development, Acquisition/Contracting IT, Collaborative Relationships, Telecommunications Program Management Property Management Real Estate Development & Planning	Dennis is currently the Chief Marketing Officer for a Veteran Owned company – Engineering Services Network (ESN). He has over 40 years of executive management experience in supporting large government programs for multiple agencies. In particular DISA (Defense Information Systems Agency) \$5Billion DOD & civilian agencies for telecommunications and IT. He has led all business development efforts for many civilian entities – SAIC, Boeing, RSIS, CSC, Semens, to name a few. He has been across large government agencies in areas of constructions for GSA buildings, USDA field offices, etc.
Jerry Landry	Sugarcane & Rice Farmer Information Technology Contract/Procurement Budget/Financial Planning Business Development	Jerry has been the CEO and President of an Information Technology Company who performed water quality development for the Dept. of Homeland Security, Financial Management for commercial companies and Engine Failure Prognostics for Petroleum and Aviation Companies. He has extensive experience in software development, business process re-engineering and training. He has managed a 2,460 person Software Development (code writing) enterprise, and run a Procurement Agency with over \$2.3 Billion in contracts.
Scott Dillon	Information Technology Contracting/Procurement Financial Management Budget Formulation Budget Execution Accounting and Finance Financial Reporting & Analysis	Scott served as Comptroller and Financial Manager for the Defense Information Technology Contracting Organization (DITCO) for the past 25 years. DITCO manages a diverse portfolio of global IT contracts valued at over \$5 billion including local contracts supporting Hawaii and the Pacific theatre. He managed over 100 federal employees and contractors performing financial management mission and functions at four, global DITCO operating locations including Ft. Meade, Maryland; Scott AFB, Illinois; Pearl Harbor, Hawaii; and Sembach, Germany. He is currently starting a second career as a teacher/instructor, private consultant and master gardener.
Gerry Jordan	Acquisition/Procurement/ Contracting Telecommunications/ Information Technology	Gerry is an experienced acquisition/procurement professional. He has an extensive background with the Defense Information Systems Agency (DISA) and is a contracting expert with a Defense Acquisition Workforce Improvement Act (DAWIA) Level III Certification in Contracting, a member of the Department of Defense Acquisition Corps, and held an Unlimited Contracting Officer Warrant. He has used his extensive technical knowledge of telecommunications and IT products and services to assist customers in developing requirements documents for procurements and serving as the Project Manager for a multi-billion dollar IT solutions acquisition. He is recognized as a skilled organizer, planner, and problem solver. He is currently employed by CACI Dynamic Systems, Inc. as an Acquisition Analyst, Principal, where he provides procurement policy and procedure support to a Federal Government agency.



## **Market Opportunity**

There is a growing consensus that we need to transform the way we live, work, consume and relate to each other and the planet. TEACH Center provides a fertile environment for this transformation to happen in a very powerful, healthy and synergistic way. Some of the biggest challenges we face as a society include climate change, desertification, poverty, starvation, lack of potable water and economic collapse. These problems are systemic, but the approach to solving these challenges has too often been separate silo approaches rather than whole system integrated approaches. We anticipate that TEACH Center will provide a compelling demonstration of integrated, whole-systems eco-social development that demonstrates how our biggest challenges can be solved. This has direct benefit to the community of Maui and will spark a movement that will benefit the world.

It is our mission at the TEACH Center to foster and accelerate the growth of the Regenerative Economy. The Regenerative Economy is more of a horizontal convergence that systemically transforms the way business is done to create a more sustainable world. The primary markets on which we are focused are as follows:

1. **LOHAS –Lifestyle of Health and Sustainability (LOHAS)** There is increasing mass consciousness and rapidly growing adoption of healthy, environmentally conscious and socially responsible practices that represent a \$355 billion market segment in the United States (growing about 10% a year) and a \$546 billion market worldwide.<sup>1</sup> This market includes such things as organic food, spiritual transformation and personal growth, yoga, and environmental issues including sustainable energy. The Conscious Consumer segment, described by EuroRSCG in their June 2010 study, is looking for products and services that deliver on the "Triple Value Proposition": practical benefits, social and environmental benefits, and community benefits. They are looking for "platforms for ideas and experiences that help people live healthier, greener and better." These consumers are driving consumption trends and are aligned with the vision of AWE Communities.
2. **Optimal Wellness & Personal Development.** The "*Personal Health and Performance*" market segments applicable to TEACH Center's business have an estimated aggregate market value of **\$153 billion** which includes yoga studios, mindfulness centers, health clubs, the fitness segment of longevity (anti-aging), preventative medicine, weight loss centers, corporate wellness, business coaching, and self-improvement. PricewaterhouseCoopers projects that the market for a more personalized approach to health and wellness using personalized medicine will grow to as much as \$452 billion in 2015.<sup>2</sup> "Weight Loss and Weight Management Market is expected to reach \$206.4 Billion by 2019 from \$148.1 Billion in 2014, growing at a CAGR of 6.9% from 2014 to 2019."<sup>3</sup> The key market players in the Weight Loss and Weight Management Market, by diet, include Atkins Nutritionals, Inc., Herbalife Ltd., NutriSystem, Inc., and Kellogg Company, Weight Watchers International, Inc., Jenny Craig, eDiets.com, The Gold's Gym International, 24 hours Fitness, Equinox, Inc., and Life Time Fitness, Inc.

The segments of the Personal Health and Performance market of particular interest in Hawaii are the following:

- **Corporate Wellness:** Within the state of Hawaii, business leaders understand the importance of corporate wellness to boost their bottom line and the opportunities for improvement. In a 2012 national survey on the State of Workplace Wellness in America sponsored by the Minnesota Department of Health and the Centers for Disease Control and Prevention, 50 percent of Hawaii business leaders surveyed gave themselves a "B" rating (overall good) in terms of their employees

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<sup>1</sup> <http://lohas.groupsite.com/main/summary>

<sup>2</sup> <http://www.prnewswire.com/news-releases/232-billion-personalized-medicine-market-to-grow-11-percent-annually-says-pricewaterhousecoopers-78751072.html>

<sup>3</sup> <http://www.hawaiinewsnow.com/story/28177722/weight-loss-and-weight-management-market-worth-2064-billion-by-2019>

being healthy. 1 / 40 percent gave themselves a "C" or "D" rating (poor). Only 10 percent gave themselves an "A" rating (overall excellent).<sup>4</sup>

- **Yoga:** The Pilates and Yoga Studios industry remains one of the few recession-proof industries in which growth continues unabated. During 2008 and 2009, revenue increased and has continued to grow due to expansion into new geographic and consumer markets such as Hawaii. Moreover, although external competition is increasing, greater disposable income will likely revive demand and support high-profit merchandise sales, while the baby boomer generation will be a key source of revenue growth over the next five years. This is a \$7 billion industry with an annual growth rate of 3.2%. In 2014, yoga is expected to account for 51.9% of industry revenue. According to the Yoga Journal's "Yoga in America" study, 20.4 million Americans practiced yoga in 2012 (latest data available), up from 15.8 million in 2008. Overall, 8.7% of adults in the United States practice yoga, and this figure is anticipated to grow over the next five years. Although there are no readily available statistics for the value of Hawaii's yoga market or the number of Island participants, anecdotal evidence suggests that Hawaii's growing yoga world is mimicking the U.S. Mainland's.<sup>5</sup>
- **Fitness Clubs, Weight Loss and Adult Health:** The Health & Fitness Club Market is a \$27B market in the U.S. seeing an annual growth rate of 2.4%.<sup>6</sup> The industry demographics are trending from the 18-34 range to Americans over 50 as well as children and teenagers. Thus, there is a broad demographic appeal that the TEACH Center can serve. Appealing to America's aging demographic will be essential for gym franchises. One way to appeal to this audience is to add amenities such as health maintenance and monitoring like checks for blood sugar, blood pressure and bone density. Fitness clubs and retirement communities stand to benefit from health and fitness programs that cater to the older adult. The baby boom generation is growing older and living longer and their physicians are recommending they remain active. One down trend observed in this industry is the tendency away from the commercial gym. As consumers continue to invest in their health needs, most will be looking for an environment that provides individualization and an old-fashioned level of customer service. In 2013, research found adults in the following states to be most likely to report exercising 3 or more days a week for at least 30 minutes: Vermont (65.3%), **Hawaii (62.2%)**, Montana (60.1%), Alaska (60.1%). The national average for regular exercise is 51.6%.<sup>7</sup>
- **Meditation and Mindfulness:** One of the best -- and cheapest -- ways to become healthier and happier is through mindfulness exercises like meditation. Mark Williams is a professor of clinical psychology at Oxford, an expert in mindfulness-based cognitive therapy, and the co-author of *Mindfulness: A Practical Guide to Finding Peace in a Frantic World*. According to Williams, after nine weeks of training, participants in a mindfulness program had "an increased sense of purpose and had fewer feelings of isolation and alienation, along with decreased symptoms of illness as diverse as headaches, chest pain, congestion and weakness."

Across a widening swath of the American corporate landscape, meditation, yoga and other practices are emerging as new techniques toward the harvesting of profit. A growing body of research suggests that yoga and meditation may reduce the stress that tends to assail bodies confined to desks for hours at a time. Companies are investing in the notion that limiting stress will translate into fewer employee absences, lower health care costs and higher morale, encouraging workers to stick around. No one really knows how many companies have adopted meditation and yoga practices, but the number is clearly on the rise. Approximately one-fourth of all major American employers now deliver some version of stress reduction, according to journalist David Gelles, whose forthcoming

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<sup>4</sup> <http://www.statesofwellness.healthiermn.com/hawaii>

<sup>5</sup> <http://www.ibisworld.com/industry/pilates-yoga-studios.html>; [www.hawaiibusiness.com/stretching-out](http://www.hawaiibusiness.com/stretching-out); [www.snewsnet.com/news/2014-yoga-pilates-studios](http://www.snewsnet.com/news/2014-yoga-pilates-studios)

<sup>6</sup> <http://www.ibisworld.com/industry/default.aspx?indid=1655>

<sup>7</sup> <https://www.franchisehelp.com/industry-reports/fitness-industry-report>; <http://www.slideshare.net/tinaelaine/fitness-industry-analysis>; <http://www.fitness.gov/resource-center/facts-and-statistics>

book, *Mindful Work*, explores the spread of meditation and yoga in the business world – a trend now reaching beyond Silicon Valley.<sup>8</sup>

3. **Growing Adoption of “Collaborative Consumption” and Co-Working Spaces.** “**Collaborative Consumption**” describes the rapid explosion in traditional sharing, bartering, lending, trading, renting, gifting, and swapping reinvented through network technologies on a scale and in ways never possible before. From enormous marketplaces such as eBay and Craigslist, to emerging sectors such as social lending (e.g., Zopa), peer-to-peer travel (e.g., Airbnb), car sharing (e.g., Zipcar) and the growth of Intentional Communities (e.g., ic.org), Collaborative Consumption is disrupting previous modes of business and reinventing not just what we consume, but how we consume.

The EuroRSCG reports, “New Consumers crave the freedom and flexibility of living simply and distancing themselves from the burdens of ownership – from depreciation and maintenance to the sheer psychological weight of keeping track of all that stuff.” New Consumers want “the freedom of owning less, while promoting access to new experiences that help build a sense of community, trust and optimism as they turn to one another to live more sustainably.”

There is a growing demand for alternative workspaces that serve entrepreneurs, individuals and companies that seek an amenity rich, collaborative work environment, distinct from fluorescent-lit cubicles so common today. For example, WeWork, an early stage provider of shared office space, recently raised \$355 million on a \$5 billion valuation.<sup>9</sup> As well, Regus, the largest provider of co-working space and executive space, generated \$610 million revenue from its U.S. business in 2012 and saw about 30% increase in its business.<sup>10</sup>

We believe that the market for incubators and shared collaborative space in Maui is significantly underserved. In addition to providing benefit to the local business and entrepreneurial community, we believe the TEACH Center will attract new entrepreneurs from around the world to Maui as well as increased tourism. Valued at over \$12 billion annually, the Hawaii hospitality market is served by 70,000 hotel rooms and resort condominium rental and time share units and 3,000 restaurants and foodservice establishments. Honolulu, the Hawaii state capital and metropolitan center, has a population of more than one million. Strategically located in the mid-Pacific between Asia and the continental United States, the Hawaiian Islands are visited annually by over 8 million tourists from all over the world.<sup>11</sup> The TEACH Center will serve a critical need for the Hawaiian Islands to be more sustainable and preserve their natural resources and beauty.



While Maui has incubators such as MRTC and Lokahi Pacific and health clubs such as Maui Fitness Club, 24 Hour Fitness, Upcountry Fitness and Curves, there doesn't exist any place on the Maui that integrates Technology, Education, Agriculture, Community and Health in a single location. The TEACH Center is a unique offering that will create great social, economic and environmental benefit to the community.

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<sup>8</sup> [http://www.huffingtonpost.com/2013/07/11/mindfulness-capitalism\\_n\\_3572952.html](http://www.huffingtonpost.com/2013/07/11/mindfulness-capitalism_n_3572952.html);

[http://www.huffingtonpost.com/arianna-huffington/corporate-wellness\\_b\\_2903222.html](http://www.huffingtonpost.com/arianna-huffington/corporate-wellness_b_2903222.html)

<sup>9</sup> <http://www.wsj.com/articles/wework-now-a-5-billion-real-estate-startup-1418690163>

<sup>10</sup> <http://www.forbes.com/sites/karstenstrauss/2013/05/28/why-coworking-spaces-are-here-to-stay>

<sup>11</sup> <http://douglastradeshows.com/expos/>

We are firmly convinced that the TEACH Center will provide offering education and business incubation that will further our mission to create an exemplary demonstration of sustainability that can be duplicated for the benefit of islands worldwide, as well as continental geographies.

Similar to many incubators across the United States, the incubator we will create at TEACH Center will provide dedicated work space and business services designed to stimulate new eco-social-living technologies business that have direct community benefit. However, we go much further than any other incubator by holistically integrating health, personal development, community collaboration and education with our incubator model.

We believe that we will attract both local community members as well as be a destination draw for expanding tourism to Maui.

4. **Sustainable & Energy Efficient Real Estate Development.** There is a Rapidly Growing Demand for Green Housing, Sustainable Built Environments and "Smart Growth" Communities. There is a Rapidly Growing Demand for Green Housing, Sustainable Built Environments and "Smart Growth" Communities. The U.S. residential market size in 2010 was estimated at \$22.7 trillion<sup>12</sup>. The U.S. green building market has outperformed traditional building market performance and has a strong outlook with the green building market size expected to reach \$145 billion in 2015. The Rockefeller Foundation and Deutsche Bank size the U.S. commercial building energy retrofit opportunity at \$89 billion.<sup>13</sup>
5. **Transformational Conferences & Events** – 1.83M corporate and business meetings, trade shows, conventions, congresses, incentive events and other meetings take place in the U.S., resulting in \$280B in direct spending, 1.78M U.S. jobs, \$115B contribution to GDP, \$28B in federal, state and local tax revenue, and \$66.8B in U.S. labor income.<sup>14</sup> According to the U.S. Bureau of Labor Statistics, conventions and events are expected to expand by 44 percent from 2010 to 2020, far beyond the average projected growth of other industries.<sup>15</sup>
6. **Agriculture Technologies.** There are many new innovations in agriculture that we will facilitate and develop at TEACH Center including such leading agriculture technologies as agribots, precision farming, crop sensors & monitoring (e.g., drones), farm-based biofactories, and LED indoor crop technology. The Precision Farming market size alone is expected to grow at a CAGR of 12.2% from 2014 to 2020 and reach \$4.55 billion by 2020.<sup>16</sup>
7. **Redevelopment, Replenishment, Restoration and Green Jobs.** Practically every area of our economy is ripe for transformation to become more sustainable, efficient and less toxic. The Regenerative economy includes reshaping the way we approach our supply chain, water, food, built environment, energy, waste. According to Storm Cunningham, author of ReWealth!, "if we wish to keep growing economically, the basis of wealth must shift to renewing what we've already built, and on repairing the damage we've done to our natural resources. Such wealth creating activities – redevelopment, replenishment, and restoration – comprise rewealth. This represents a \$2 trillion market.<sup>17</sup>

In discussing the new economy, McKinsey, in their article entitled "Remaking the industrial economy" state, "A circular economy replaces one assumption—disposability—with another: restoration. At the core, it aims to move away from the "take, make, and dispose" system by designing and optimizing products for multiple cycles of disassembly and reuse. This effort starts with materials, which are viewed

<sup>12</sup> Zillow, Inc., <http://zillow.mediaroom.com/index.php?s=159&item=216>

<sup>13</sup> <http://www.rockefellerfoundation.org/newsroom/deutsche-bank-rockefeller-foundation>

<sup>14</sup>

<http://www.conventionindustry.org/ResearchInfo/EconomicSignificanceStudy/ESSKeyFindings.aspx>

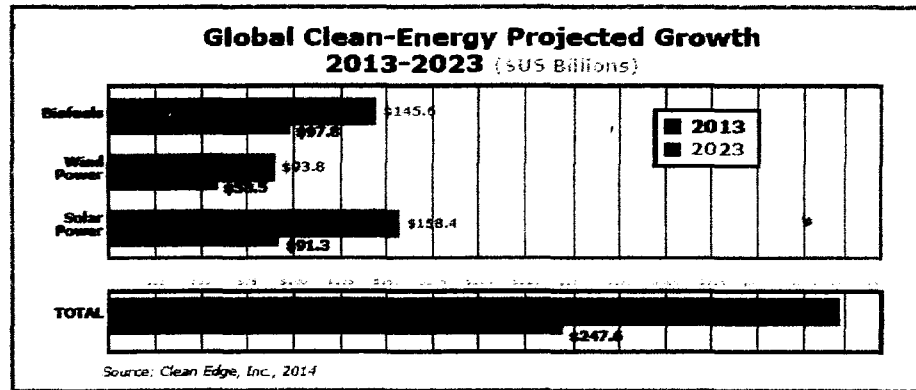
<sup>15</sup> <http://skift.com/2013/08/04/the-conference-industry-is-booming-and-it-is-only-getting-bigger>

<sup>16</sup> <http://www.marketsandmarkets.com/Market-Reports/precision-farming-market-1243.html>

<sup>17</sup> Cunningham, Storm, ReWealth!, New York: McGraw-Hill 2008. Print.

as valuable stock to be used again, not as elements that flow through the economy once. For a sense of the scale involved, consider the fast-moving consumer-goods industry, but 80 percent of the \$3.2 trillion worth of materials it uses each year is not recovered."<sup>18</sup> McKinsey estimates the benefits of this economy to include 1) Net materials savings of \$1 trillion per year, 2) Mitigated Supply Risk, 3) Innovative Potential, and 4) Job Creation.

8. **Clean Energy.** Clean Energy includes energy generated from sources such as solar, wind biofuels, geothermal, hydro and tidal. According to Clean Edge, the market size for solar, wind and biofuels alone in 2013 was \$247.6 billion and is projected to reach \$397.8 billion by 2023.



With the natural resources of abundant sun, wind, ocean, geothermal and hydro that the Hawaiian Island possess, there is a huge opportunity to provide clean, inexpensive and abundant energy to the islands respectfully utilizing these resources. TEACH will help foster and accelerate the adoption of clean energy and the capacity building necessary to capture this massive market opportunity as well as creating a robust green job market.

*(Remainder of page intentionally left blank)*

<sup>18</sup> [http://www.mckinsey.com/insights/manufacturing/remaking\\_the\\_industrial\\_economy](http://www.mckinsey.com/insights/manufacturing/remaking_the_industrial_economy)

### **Sales and Marketing**

The Company's marketing objective is to establish itself as the preeminent brand for providing transformational workplaces and programs that elevate the quality of life to create a world of AWE - Abundance, Wellness and Enlightenment. The Company will seek to create a brand synonymous with high quality, integrity, remarkable results, powerful offerings, and transformational experiences balanced with fun, recreation, relaxation and inspiration.

**Target Demographics.** The Company's target demographic will be local residents of Maui and the 25-55 year-old Lifestyles of Health and Sustainability ("LOHAS") segment that will travel to Maui for our workshops, classes and events. 68 million Americans are included within the LOHAS demographic. LOHAS consumers cut across all age and demographic groups, comprising mainly of entrepreneurs, artists, writers, designers, scientists, doctors, lawyers, engineers, creative professionals, managers, venture capitalists, technicians, solution seekers, and socially conscious consumers. As mentioned above, this is a rapidly growing \$290 billion market. As discussed in greater detail in this plan, the Company is targeting the West Maui due to its large LOHAS demographic and culture.



We will utilize direct relationship marketing, strategic & collaborative relationship building (e.g., government, education, non-profits, community groups), local advertising & activities guides, email campaigns, travel website advertising, social media, conferences & trade shows and search engine optimization as our primary sales and marketing methods.

The holistic world view of the LOHAS consumer is a belief in the interconnectedness of global economies, cultures, environments, and political systems, as well as the interconnectedness of mind, body, and spirit within individuals in order to achieve full human potential. Unlike typical demographic groups defined by age, income, or other definitive means, the LOHAS consumer cuts across those boundaries and represents "higher ideals." Their social consciousness, rather than their generation or socioeconomic status defines these LOHAS consumers. Theirs is a lifestyle that includes the following:

- Brand loyalty
- Creative self-expression and influence over others
- Values driven rather than price driven
- Openness to a variety of cultures, art, music and foods
- Combine "hip/cool" with "green"
- Quality that is as good as or better than that of typical non-green products
- Make informed decisions (e.g., research and reading labels)
- Choose one products based on the overall company ideals
- Environmental consciousness
- Fair trade, sustainability and ethical practices
- 69% used complementary or alternative medicine
- When price and quality are equal, 76% would switch brands or retailers if a company were associated with a good cause
- 80% of LOHAS consumers are willing to pay up to 20% more for LOHAS-related products

Moreover, TEACH Center will target social, environmental and technology entrepreneurs seeking healthy, vibrant, collaborative and synergistic office space.

TEACH Center's sales and marketing campaigns will focus on mutually beneficial partnerships, customer acquisition, brand awareness and customer retention. The marketing efforts will be focused on driving members, students, guests and visitors to TEACH Center. The Company plans to execute a comprehensive plan to engage in collaborative partnerships with government, businesses, universities and non-profits to help create mutual benefit for the community. As well, TEACH Center will engage in direct-to-consumer marketing and promotional campaigns designed to inform and acquire members, students, guests and visitors, while creating awareness for the TEACH Center brand. Initially, the campaigns will be focused in the local market where each TEACH Center is located. As TEACH Center builds its brand locally, the marketing efforts will become wider in focus to attract worldwide entrepreneurs, students and guests. The campaigns which the Company intends to use include the following:



- **Direct Relationship Marketing.** Using our extensive direct relationships with entrepreneurs, venture capitalists, non-profits, universities and conference organizers, AWE will raise awareness of the unique opportunities provided for healthy, conscious and synergistic workspace and fitness and personal development center.
- **Street Teams/Guerilla Marketing.** Street Teams and Guerilla marketing are an excellent and cost effective way to raise local brand awareness and to promote events sponsored by TEACH Center.
- **Local Business Bureaus and Chambers of Commerce.** We will align ourselves with the local community and business leaders and organizations to develop mutually beneficial arrangements to drive customers and members to the TEACH Center.
- **Travel & Tourism Advertising.** There are numerous travel websites and publications (e.g., Expedia, Kayak, Hawaii.com, TravelHawaii.com, Hawaii Revealed, TripAdvisor and Fodor's) that we will use to expand awareness and acquire customers and members both locally and internationally.
- **TEACH Center Events and Celebrity, Author, Athlete, Speaker and Health Provider Endorsements.** TEACH Center will seek relationships and opportunities to cost effectively obtain endorsements from celebrities, athletes, authors, speakers and health providers who, after experiencing the quality and results from TEACH Center will, in turn, endorse TEACH Center publicly. TEACH Center will provide a certain number of free or discounted memberships to "influencers" as well as partnering with such persons to promote TEACH Center events including workshops, seminars, summits, networking, art music and other events.
- **Trade Shows and Industry Events.** The Company will participate from time to time in relevant trade shows and events to provide experiential and product demonstrations, raise awareness of its image, services, and products as well as to gain new customers.
- **Press Releases and Articles.** The Company will hire a PR firm that is experienced in reaching the LOHAS market. Press Releases will be submitted to publishers of magazines, periodicals, and websites in order to obtain articles that increase public awareness of the Company.
- **E-Mail and Social Media.** Direct e-mail and use of social media represent an extremely efficient and cost effective means for the acquisition of customers. The e-mail letters and social media postings will contain news on topics relating to TEACH Center and its offerings and will be directed to relevant newsgroups and potential customers. Sanitized, consensual and relevant e-mail lists will be both developed and purchased for the e-mail marketing campaigns. Also, TEACH Center will utilize social networks such as Facebook, blogging, web video, and applications to create awareness for our brand as well as exponentially increase the influence and impact of our powerfully transformational programs and events.



- Internet Search Engines and Web Marketing. There are several search engines, directories and websites which have the capability of conducting searches for words contained in the domain name of a website and/or within the text of a website's home page. As well, there are numerous ad networks, ad barter companies and websites that are relevant for reaching the LOHAS consumer. TEACH Center will also utilize Search Engine Optimization ("SEO") and will conservatively and strategically purchase keywords.

Google™

YAHOO!®

- Newsletters, Announcements and Flyers. TEACH Center will distribute newsletters, announcements, and flyers containing specials, sales, and incentives to potential customers through direct mail, at seminars and events, and through bundling and/or strategic alliances with relevant traditional and online manufacturers, retailers, and content providers.
- Traditional Media. The Company intends to sparingly use traditional media such as print, radio, television, and direct mail but from time to time will utilize these methods of advertising primarily in conjunction with specific events, co-marketing relationships and to launch the Company brand and awareness for new locations
- Incentive Points. The Company will set up a referral and incentive program whereby Members receive points for referring new Members or engaging in activities beneficial to TEACH Center. Points may then be redeemed for free or discounted products, services and discounts
- Monthly Sales Specials. TEACH Center will provide monthly products, services and packages to the public and to TEACH Center members at special discounts to stimulate new growth.
- Sweepstakes/Promotional. TEACH Center will occasionally run sweepstakes, including "give-away" programs consisting of branded promotional items, discount coupons, and free memberships to drive traffic to TEACH Center locations. The sweepstakes and promotional offers will be advertised using traditional and online methods.
- Establish a Personal Relationship with Our Customers. Our advisors, healthcare professionals, club managers, trainers, receptionists and other services professionals and staff will be trained to establish personal relationships with our customers and provide the TEACH Center management team with continual feedback regarding our customers' personal needs and suggestions.
- Innovative Programs, Classes, Equipment and Products. In order to provide our customers with fresh and evolving offerings, TEACH Center will continually evolve and augment its classes, upgrade its equipment, and transform its services and products to help our members achieve their objectives with the greatest results for the best value and in the least amount of time.
- Customer and Member Events. The Company will consistently provide targeted events for our members to provide them with a sense of community, education and pure enjoyment.
- Education. TEACH Center will provide its members with highly useful and relevant content on its website and at in-store locations including activity routines, programs, coaching, tips, nutrition advice, targeted community services, relevant related links, and directories.
- Community. TEACH Center will provide programs for the local community as well as its members to infuse a sense of belonging, community, and oneness toward the goals of achieving remarkable fitness and elevated states of well-being.
- Exceptional Web Presence. The Company will continually evolve the AWElife.com website and use it to market the other AWE businesses including as TEACH Center, AWE Communities and its other products and services.

In support of the foregoing objectives, TEACH Center intends to engage in the following:

A-1-15



- Secure relationships with key speakers, authors, politicians, health practitioners, trainers and athletes to market and highlight TEACH Center's communities, programs, products & services,
- Make a commitment to education and research to ensure continually evolving, relevant and advancing programs, products and services.
- Ensure faithfulness to standards of quality to ensure greatest reliability, efficiency, and results.
- Develop community support to help increase the sustainability and health of local community members in which the TEACH Center does business. This will be accomplished through education, free seminars, tours, local events, and TEACH Center sessions.

### **Revenues and Profits**

We desire to be inclusive, give the public access to the TEACH Center, and provide the greatest benefit to the community. We are committed to the belief that if we give the community and land great value, that value will be returned. This commitment also extends to working with local non-profits and governments on special programs to solve social problems, increase the quality of life and the availability of meaningful work. While some services and experiences will be free and sponsored by the TEACH Center for community benefit, other services and experiences will require admission or payment of fees. We anticipate generating revenues from the following sources, which will be used to stimulate programs, pay for ongoing operations and provide for a reasonable return for investors:

The revenue streams from the Maui TEACH Center will include the following sources:

- Facilities, Co-Working Space and Office Rentals
- Membership Dues for the Optimal Wellness Center
- Spa, Healing and Personal Development Services
- Event and Workshop Registrations
- Tuition for Classes, Training and Certifications
- Entrepreneurial Incubation Equity and Mentoring Fees
- Youth Camp Enrollment
- Restaurant, Community Supported Agriculture and Catering
- Technology Transfers and Licensing
- Phyto-Medicine-Shamanic Healing Remedies
- Visitor and Daily Use of the Campus
- Campus and Staff Housing, Glamping and Camping
- Food & Agriculture Product Sales
- Interactive instruction, media and applications

We project that the foregoing revenue streams will result in TEACH Center generating the financial performance indicated below:

<b>TEACH Center - Pro Forma Consolidated Operations</b>					
	<b>Y1</b>	<b>Y2</b>	<b>Y3</b>	<b>Y4</b>	<b>Y5</b>
<b>Gross Revenues</b>	<b>\$21,206,636</b>	<b>\$32,626,537</b>	<b>\$42,770,631</b>	<b>\$50,361,549</b>	<b>\$56,504,196</b>
Cost of Revenues	\$9,229,288	\$13,969,756	\$18,151,598	\$21,286,869	\$23,724,147
<b>Gross Profits</b>	<b>\$11,977,348</b>	<b>\$18,656,781</b>	<b>\$24,619,032</b>	<b>\$29,074,680</b>	<b>\$32,780,049</b>
<b>Operating Expenses</b>	<b>\$12,566,918</b>	<b>\$13,228,246</b>	<b>\$14,017,046</b>	<b>\$14,957,340</b>	<b>\$15,549,955</b>
<b>EBITDA</b>	<b>\$(589,571)</b>	<b>\$5,428,535</b>	<b>\$10,601,986</b>	<b>\$14,117,341</b>	<b>\$17,230,094</b>
	<b>Y6</b>	<b>Y7</b>	<b>Y8</b>	<b>Y9</b>	<b>Y10</b>
<b>Gross Revenues</b>	<b>\$58,042,904</b>	<b>\$58,603,397</b>	<b>\$59,215,582</b>	<b>\$59,884,468</b>	<b>\$60,615,566</b>
Cost of Revenues	\$24,301,805	\$24,519,685	\$24,757,925	\$25,018,515	\$25,303,640
<b>Gross Profits</b>	<b>\$33,741,099</b>	<b>\$34,083,713</b>	<b>\$34,457,657</b>	<b>\$34,865,954</b>	<b>\$35,311,926</b>
<b>Operating Expenses</b>	<b>\$16,226,701</b>	<b>\$16,937,272</b>	<b>\$17,683,372</b>	<b>\$17,683,372</b>	<b>\$17,683,372</b>
<b>EBITDA</b>	<b>\$17,514,398</b>	<b>\$17,146,440</b>	<b>\$16,774,285</b>	<b>\$17,182,582</b>	<b>\$17,628,554</b>

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### **Distribution Policies and Liquidity Strategies**

It is projected that the Project will return a ten-year IRR of 16.55% with available cash being distributed as follows:

1. 100% of the DNP to the Non-Managing Member Interests ("NMMI's") until they have recouped 100% of their investment plus a 20% premium over their original principal investment.
2. Thereafter, DNP shall be distributed to the members pro rata based upon equity ownership with the total number of all issued Units being the denominator and the Units of each holder being the numerator.

Original Equity Placement	\$	25,734,761			
Priority Premium	\$	5,146,952			
10 Yr. Investment Distribution Total	\$	69,209,376			
10 Yr. IRR		16.55%			
Year of Investment Horizon	Y1	Y2	Y3	Y4	Y5
Stage of Business	Pre-Dev/Design	Construction	Y1-Operations	Y2-Operations	Y3-Operations
Starting Equity Investment Balance			\$ 30,881,713	\$ 30,881,713	\$ 29,036,831
Ending Equity Investor Balance			\$ 30,881,713	\$ 29,036,831	\$ 21,226,821
Equity Investor Cash Returns	\$ -	\$ -	\$ -	\$ 1,844,881	\$ 7,810,011
Year of Investment Horizon	Y6	Y7	Y8	Y9	Y10
Stage of Business	Y4-Operations	Y5-Operations	Y6-Operations	Y7-Operations	Y8-Operations
Starting Equity Investment Balance	\$ 21,226,821	\$ 9,455,087		\$ -	\$ -
Ending Equity Investor Balance	\$ 9,455,087	\$ -	\$ -	\$ -	\$ -
Equity Investor Cash Returns	\$ 11,771,734	\$ 12,048,074	\$ 7,655,063	\$ 7,025,568	\$ 6,834,716

### **Additional Information**

Prospective investors and their advisors are invited to ask questions of, receive answers and obtain additional information from the Company concerning the Company and the Project, the terms and conditions of an investment in the Company and any other relevant matters including, but not limited to, additional information necessary to verify the accuracy of the information set forth herein, to the extent the Company possesses such information or can acquire it without unreasonable effort or expense. Prospective investors or their advisors having questions or desiring additional information should contact the Company as follows:

Jason A. Hobson  
742 Hana Highway, Paia, Hawaii 96779  
(213) 235-9191  
jason@domusd.com

**Appendix A**

**TEACH Center Functional Description of Facilities**

Description	Benefit/Functions	Square Feet	Acreage
Center for Agriculture & Permaculture (5 Greenhouses, Barn/Warehouse, Fields & Edible landscaping)	A portfolio farm of organic foods, phyto-medicines and bio-fuel feed stocks. The organic crops will be utilized to feed community members and for the onsite organic restaurant. This will also serve as facility for agricultural education, training and certification, including permaculture design and farming, biofuel crops and processing, and ethno botanical and theme gardens that provide plants and herbs for health, healing, beauty and quality of life. There will also be demonstrations of integrated systems, roof top gardens, vertical gardens, hydroponics, seaponics and aquaponics.	32,000	13
Center for Living Technologies, Local Economy & The Regenerative Society	This center focuses on researching, developing, prototyping, demonstrating and teaching new "Living Technologies" in the areas of 1) water conservation, purification & healing, 2) energy efficiency & storage, 3) renewable energy generation, 4) increased organic crop yields and agricultural productivity, 5) organic and value-adding pest control, 6) utilization and upcycling of waste for energy, building materials and soil amendment, 7) soil & water remediation, 8) increasing supply efficiency, 9) reduction of greenhouse gasses, 10) ecosystemic & bio wellness.	15,000	2
Center for the Study of Hawaiian and Other Native Land Use Practices	The Center will demonstrate how the Hawaiian ahupua'a concept of land use can provide guidance to land stewardship in the future. It will showcase the spiritual and natural forces that made this system successful. Other native wisdoms from around the world will also be integrated into the program for the Center, which will focus on the preservation, integration and evolution of the ahupua'a and other native wisdom. The Center will provide a platform for those philosophies that result in the thriving of people, animals, land, and ocean.	5,000	1
Optimal Wellness, Spa & Personal Development Center	Health Club, Spa, Natural Fitness, Hydrotherapy, Basketball, Volleyball & Water Sports, Diet & Nutrition, Counseling, Mindfulness/Yoga, Relationships, Embracing Diversity	23,000	0.5
Amphitheater, Stage and Park	Cultural events such as music, theatre, dance, drum circles, inspiring speakers, food fairs & community gatherings	5,000	2
Conference Facility	Multi-Purpose facility to hold larger indoor events such as workshops, local trade events, town-hall meetings, movies, performance art, trade shows, conferences and think tanks	22,000	1
Youth Camp	Applied and practical education, experiences and gatherings focused on K-12 that provide youth an opportunity to engage with nature and society and develop skills that will help them transform the world, start eco-socially responsible companies and/or prepare themselves for meaningful work in the regenerative economy	6,000	1

Eco Social Entrepreneurial Center	incubate, mentor and finance eco-social entrepreneurs and companies that provide economic, environmental and social benefits to the Islands and to society	14,000	
Restaurant, Patio Dining & Teaching Kitchen	Focus on serving gourmet fresh, farm-to-fork, organic food, raw, vegetarian, Hawaiian, pacific rim cuisines, as well as functional foods & beverages, diet, nutrition and health and doing classes on healthy diet and cooking to improve the health of the local community	7,000	0.25
Campus Housing	Providing accommodations for immersive experiences, extended stays for speakers, performers, teachers, students and workshop attendees	35,000	1
Caretakers & Workers Housing	Provide on-site housing for caretakers and workers	24,000	0.5
Applied Education Center	Education, Certification and Capacity Building in all of the foregoing with a focus on providing practical experiences and skills that translate directly meaningful work, societal benefit and personal growth	9,000	0.25
Reception Center, Museum & Retail	Provides a location for the public to learn about the center, its development process, its systems, schools, experiences, events and participation in social, economic and environmental benefit	6,000	0.25
Administration	Executives and Project Management, General Administration	3,500	0.25
TOTAL		206,500	23.5

## ATTACHMENT 2: KEY RESUMES

**Consortium Member Name:** Stephen Langham  
**Title:** Project Director & Program Manager &  
**Company Name:** MELE Associates

Mr. Langham is a Project Director who has enjoyed a 40-year career of project development work. His projects have included schools and educational facilities, mixed use developments, and municipal facilities. For South Shore Tri Town Development Corporation, Mr. Langham performed development planning including managing both local planning firm and national urban planning service under a federal grant, secured financing, established budgets including operating and capital, developed schedule, managed planning, permitting, design and construction of infrastructure to support mixed use development (LNR Properties, Master Developer, including school, day care, special needs, housing, recreation, retail and office park (live/work/play). For Mass Highway and MBTA, he incorporated TOD in land use conversion of former South Weymouth Naval Air Station BRAC. For US Department of Commerce, Mr. Langham managed development of Educational Campus research facility for NOAA, National Weather Service, Marine Mammal Center, Tsunami Warning Center and Ocean Research Support Center.

### **Consulting Engineer, 2007 - Present**

- As Consulting Engineer, currently involved as; Honolulu Area Rapid Transit, Lead Engineer, Maintenance and Service Facility; Bodell Construction Company, Resident Project Manager, Green Energy Team, wood fired power plant, Kauai; Green Energy Conversion Systems, project development, Municipal Waste Processing plant, Hilo.

*Relevant projects include:*

- 20013- 2014 Bishop and Company, NAVFAC, adaptive reuse of four WWII era hangers into NOAA Marine Science and Pacific Resource Center comprising 1200 offices (LEED Gold), marine mammal aquarium and research vessel docking facility for Department of Commerce, adaptive reuse of another hanger for HP's Computer Center including energy upgrade project, and other projects including Child Development Center.
- 2007 -2013 City and County of Honolulu, Administrator, Environmental Services
- As Owner's Representative, manage multiple full service permit/design/build/operate contracts including:
  - \$50 mm Air Pollution Improvement Project, permitting thru commissioning
  - \$330 mm Third Boiler Expansion, permitting thru commissioning
  - \$48 mm Refurbishment
  - \$10 mm Bio solids residuals project permitting and design

### **Vice President, Keville Enterprises Inc, 1997 - 2007**

- Vice President of this WBE CM and CI firm, responsible for project development inspection services including:
  - School Construction projects, Massachusetts and Florida;
  - MBTA Greenbush Commuter Rail Transit Oriented Development.
  - South Shore Tri Town Development Corporation, initial phase consisted of planning, permitting, design and CM for 1400 acre Mega Mall as developed by Mills Corporation, the selected developer. As Project Director for SSTTDC responsible for permitting of site, master planning, infrastructure including private connector road.

- Final stage construction of mixed use development, 3000 housing units including senior housing, day care, schools, affordable component, public access/recreation, 300,000 square feet retail, and development of multi modal transit center

**Municipal Consulting Engineer (HDR), 1990-1997**

- Served on public works projects Clients included Dutchess County NY, Town of Islip, City of San Diego, Cape May County, USVI Water and Power, Sacramento Municipal Utility District. Scope of Services included planning, permitting, financing, CM and Operations.

**Engineer/Manager Stone and Webster Engineering, 1976-1990**

- Progressed from Resident Engineer to Manager, Plant Services Department, Plant Maintenance and Modifications Services. Proficient in Maximo, Finest Hour and PACE.

**Engineer, Bechtel Corp, 1970-1976**

Entry level field start up engineer, multiple projects including WMATA rail new station CM services.

**Education**

Entry level field start up engineer, multiple projects including WMATA rail new station CM services.

BS, Mechanical Engineering, Clarkson University

MS, Finance and Admin (CSS), Harvard University

**Licensure**

HI;CT; MA; NJ; USVI; NCEE Counsel Record holder

**Professional Membership**

ASME, CMAA

**Consortium Member Name:** Mel Chiogioji  
**Title:** Chief Executive Officer / President  
**Company Name:** MELE Associates

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Mr. Chiogioji possesses 43 years of experience in management positions, 30 of which were in senior positions. Additionally, he has 32 years of government management experience (19 years as a GS-16, GS-17, Senior Executive Service Level 4 and Senior Executive Service Level 5) in project and program management and the engineering and research fields. Mr. Chiogioji has 20 years of management experience in the areas of energy efficiency programs, policies, and research; energy economics and financing; international energy programs; state and local programs; industrial waste utilization and minimization; and construction management of nuclear- and fossil-fueled power plants. He also has 13 years' experience in systems analysis, operations research and survey research. Mr. Chiogioji has 24 years' experience in providing management and administrative support and 8 years' experience in engineering and evaluation of Naval weapons and weapons systems including nuclear weapons. Mr. Chiogioji has 18 years of experience in teaching graduate level courses in R&D Management, Organizational Development, Systems Analysis and Operations Research, and Energy Management and 32 years of service in the Navy and Naval Reserve serving as a Civil Engineer Corps Officer, six of which were as a Rear Admiral (O-8).

**President & Chief Executive Officer, MELE Associates, Inc., 1993 - Present**

Responsible for all operations of the firm. The firm was established in April 1993 to provide management services, engineering services, technical training services, information technology services and telecommunications services. The firm grew from a 3 person operation to a \$60,000,000 annual revenue firm today. The firm has achieved good success in that it was recognized as the second fastest growing high technology firm in the Washington DC metropolitan area by the Washington Technology Magazine in 1977, as the fastest growing firm in Maryland in 1997 by Deloitte and Touche, and as the tenth fastest growing firm in the U.S. by Deloitte and Touche in 1997 and the 16th fastest growing firm in Maryland in 2003. It was also recognized as the sixth fastest growing firm in the Washington Metropolitan Area by Washington Technology Magazine in 1998. Today the firm provides support to both Federal and commercial clients in the areas of Information Technology, Telecommunications, Web Design, Project and Program Management, Engineering Services and Management Services.

**Construction Manager and Deputy Director, New Production Reactors Program, U.S. Department of Energy.**

- Responsible for the design and construction of a \$6.5B new production nuclear reactor.
- Developed the program schedule and directed the work effort.
- Chaired the Source Evaluation Board for the selection of the construction management contractors and managed the two selected construction management firms, Fluor Daniel for the gas cooled reactor CM and Bechtel National Corporation for the heavy water reactor CM; chaired the Budget Committee and managed \$50M annually; chaired the Procedures Development Committee. Managed the Office's 13 support service contractors.

**Commander, SECOND Naval Construction Brigade, U.S. Atlantic Fleet, Rear Admiral, Civil Engineer Corps, U.S. Naval Reserve,**



- Responsible for commanding all active duty and reserve Submarine Battalions in the U.S. Atlantic Fleet (approximately 9,000 personnel).
- Responsible for crisis response forces in areas such as the Middle East (DESERT STORM), Somalia, Bosnia, Panama, Columbia, Belize, and Tunisia.
- Responsible for providing maintenance and repair support for Naval shore activities in the Atlantic Fleet and for the U.S. Naval Forces in Europe (Mediterranean area).

Director, Office of Industrial Waste Management, U.S. Department of Energy.

- Responsible for the management of research in the areas of utilization and minimization of industrial wastes.
- Directed research in the areas of urban waste, industrial waste minimization and re-utilization, topping and bottoming cycles for recovery of waste heat, industrial efficiency testing and demonstrations, and utilization of ceramics for waste heat recovery.
- Responsible for management of an annual budget of \$30M.

Director, Office of Transportation Systems, U.S. Department of Energy.

- Responsible for the management of long term, high-risk research with the potential for high payoff in terms of increasing the energy efficiency of advanced transportation systems. Research areas included advanced heat engines, drive trains, advanced electric and hybrid vehicles, ceramics and high-temperature materials, and alternative fuels for transportation. Worked with many executives in the transportation industry.
- Responsible for management of an annual budget of \$65M.

Deputy Assistant Secretary, State and Local Assistance Programs, U.S. Department of Energy.

- Responsible for the management of all energy conservation programs that support national energy goals in which state and local governments play a major role. Developed standby Federal Emergency Energy Management programs.
- Chaired the International Energy Agency Working Party on Energy Conservation R&D (membership: 18 countries and the European Economic Community).
- Responsible for management of an annual budget of \$600M.

Director, Federal Programs Division, U.S. Department of Energy.

- Responsible for developing and implementing Federally-mandated energy conservation programs including the Federal Energy Management Program (FEMP).

Assistant Director, Division of Buildings and Grants, Energy Research and Development Administration.

- Responsible for management of the research programs in policy and economic analysis, consumer motivation and behavior, technology and information transfer, and commercialization of energy efficient technologies.

Director, Office of Industrial Analysis, Federal Energy Administration.

- Managed the Federal R&D program for industrial energy conservation.
- Organized and chaired interagency energy conservation task forces required to meet industrial sector energy efficiency objectives.

Director, Weapons Evaluation and Engineering Division, Naval Ordnance Systems Command,

- Responsible for management of the Weapons Evaluation and Engineering Laboratory System consisting of 10 laboratories.
- Established basic policy and guidelines for accomplishing comprehensive test and evaluation of the readiness and reliability of all stored and fleet-held weapons and weapons systems including nuclear weapons.
- Managed an annual budget of \$150M.

Director, Weapons General Component Division, Quality Evaluation Laboratory, NAD,  
Responsible for the engineering analysis and evaluation of weapons and weapons systems including nuclear weapons.

**Education**

BS, Electrical Engineering, Purdue University

MBA, (CSS), University of Hawaii

Doctor of Business Administration, George Washington University

Registered P.E. in the State of Hawaii

**Consortium Member Name:** William G. Reed

**Title:** Principal – Social, Ecological, and Infrastructure Systems Integrator

**Company Name:** Regenesi Group

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Mr. Reed, a practicing architect for 35 years, is an internationally recognized thought leader, proponent and practitioner in integrative and regenerative systems design. He extends his expertise regularly to conferences, forums, and universities – demonstrating that this way of thinking and being makes both economic and environmental sense. He sees the philosophy of sustainability as the framework from which all technical and many functional decisions are derived; with the objective to improve the overall quality of the physical, social and spiritual life of our living places.

In Regenesi he focuses on sustainable and regenerative building design and community planning issues. Regenesi is involved in the development and practice of a whole and living system design process; a process that emphasizes building evolutionary capability within the design teams and communities engaged within our ecosystems. This work includes project management, facilitation, design consulting, and socio-ecological capability development for developers, government organizations, architects, builders, and the people in a place.

His professional career began with energy efficiency and solar design work in New England and moved to large commercial work with the firms of CS&D and RTKL. In 1984, Bill established his own firm, WG Reed Architecture, focusing primarily on corporate, retail and institutional clients. His firm merged with The Hillier Group to form Hillier-Reed in 1995. He sold his firm in 1996. Bill received his Architecture degree from Cornell University and continues his studies independently with the most advanced theorists and practitioners of system thinking in the linking of natural and human ecology. He has guest lectured and teaches at U. Penn, Harvard, MIT, Carnegie-Mellon, Catholic, McGill, Universidad Iberoamericana, and FAU and has been featured in a variety of electronic media shows.

Bill has published widely on sustainable issues in building and planning and coauthored the seminal book, *The Integrative Design Guide to Green Building – redefining the practice of sustainability*. His recent work includes: Green design training and facilitation for a variety of institutional projects with the New York City Department of Design and Construction and Dormitory Authority of the State of New York; Genzyme Headquarters, Cambridge, MA; the West Palm Beach Waterfront Plan; ecological systems design for St. Mary's County, MD; ecological planning for developments in MD, AZ, UT, CA; GSA Regional and National Headquarters. In addition to architectural and planning projects he is involved in the development and refinement of benchmarks determining what defines green building. He was one of the originators of the LEED Green Building Rating system and served on the Steering Committee of that program for its first ten years. He continues this work on the Boards of One Planet Living; Awakening, Wellness and Enlightenment, Inc. in San Francisco; Ecological in NYC, and as an advisor for Environmental Building News.

**Education**

Bachelor of Architecture, Cornell University, 1976

Continuous training and research in Ecological Systems Planning and Organizational Development Processes.

**Registration**

Maryland, Virginia, Vermont, New Jersey, District of Columbia, West Virginia, Pennsylvania, NCARB Certificate

**Professional Affiliations**

ANSI Whole Systems Integration Process Committee, Chair

National Institute of Building, Building Smart Alliance, Integration Committee, Co-Chair

U.S. Green Building Council, Founding Board Member, 3 terms

LEED Advanced Faculty

Former Co-chair LEED Green Building Rating System Development Committee

Former Co-chair LEED 3.0 Development Committee

Revitalization Institute, Technical Chair on Rating System Development

Northeast Sustainable Energy Association, Board Member

Member, Society for Ecological Restoration

Member, American Solar Energy Society;

Member, American Institute of Architects,

Former Executive Committee, Committee On The Environment;

Past Co Chairman and Editor of site planning/land use issues section;

A.S.T.M. E50.06.02 Residential Green Building Standards,

Member and former Instructor, Passive Solar Industries Council;

Past Dept. of Energy Sustainable Buildings Advisory Group;

Past Member and Speaker, Community Sustainability Resource Institute;

**Professional Experience:**

Regenesys, Inc. Principal / Integrative Design Collaborative, Inc., President

Natural Logic, Inc., Vice President, Integrated Design Consulting – Jan 2001/Mar 2004

W. G. Reed & Associates, Environmental Design Consulting – Mar 1998/Dec 2000

The Hillier Group, Architecture, 350 person firm – Jan 1996/Feb 1998

Hillier / Reed, Architecture, 15 person firm – Jan 1994/Dec 1995

WG Reed Architecture, 15 person firm – Oct 1984/Dec 1993

RTKL Associates, Inc., Architecture, 200 person firm

Jeffrey Barnes, Architects, 2 person firm

Design, Inc., 3 person firm

Stetson-Dale Partnership, 150 person firm

**Boards of Directors or Advisors**

Yestermorrow, Waitsfield, VT, Board Member, Core Team Committee

Environmental Building News, Brattleboro, VT, Board of Advisors

Citilog, Urban Forestry Education And Training Corporation, NJ, 2004

Ecological, New York City, Board of Directors 2009 - 2012

A.W.E. (Abundance, Wellness & Enlightenment Institute), San Francisco, CA, Board of Directors

**Civic Leadership**

Governor's Green Building Council, State of Maryland 2001-2006

Appointed by Governor Glendening to his advisory board on green building

Deputy Mayor and Council Member, Town of Chevy Chase, MD, 5 terms

Past Member, Bennington County Regional Commission

Past Member, Manchester Vermont Town-Lift Committee

**Honors**

One of 18 nominees for the first Hanley Award for Vision and Leadership in Sustainable Housing, 2009.

Selected as one of "25 Environmental Champions for 2005" in a survey conducted by Interiors & Sources magazine.

Recognize

**Consortium Member Name:** Glenn E. Mason

**Title:** President

**Company Name:** Mason Architects, Inc.

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Mr. Mason has 39 years of architecture experience, in both preservation of historic structures and in design of new projects. He has managed a wide range of projects, from small residential renovations to multi-million dollar industrial complexes, and he has been responsible for all stages of work, from planning through construction phases. His expertise in historic architecture is widely acknowledged and he has received several awards for his projects in restoration and renovation as well as in design and planning. His experience and education meet Secretary of the Interior's standards for Historical Architect. Mr. Mason has served as the principal-in-charge, the project architect, or the primary researcher for many of the projects in the firm's resume. He was a principal in Spencer Mason Architects from 1984 through 1997 and founded Mason Architects in 1998. His relevant experience includes:

Lanai Theater Renovations, Lanai City, Hawaii. A major (\$4M) renovation to the historic Lanai Theater, which included building 2 theaters in the shell of the original theater space, removing a 1990s addition from the front of the building and restoring elements missing from the historic exterior façade. Completed in December of 2014

Royal Mausoleum Cyclical Maintenance Plan, Honolulu. Prepared report on 6 historic structures and the site of the Royal Mausoleum, plus the more modern Caretaker's Cottage and the Restroom Building. In addition to updating the MAI report done in 2007, inspection report forms were prepared and a matrix of projects and costs prepared for the next 15 year period. Completed in 2013

The Insular Schools Assessment of Buildings and Classrooms (Insular ABCs).

Conducted a baseline inventory and deferred maintenance assessment of all public elementary, middle and high school buildings in Commonwealth of Northern Marianas, Guam, American Samoa, US Virgin Islands for the Department of the Interior Office of Insular Affairs (OIA). Completed in 2013

Kunia Camp, Hawaii. Firm completed background research on the Camp and each of 125 buildings. Mason did structural and rehabilitation evaluations of select buildings and has worked with the State Historic Preservation Division and the Owner to produce an acceptable plan for redevelopment of the site. Mason designed renovation of one historic unit as a prototype for future work. The construction document work is completed and we are in the permitting phase.

Master Plan for St. Andrew Cathedral, Honolulu, Hawaii and the Restoration of Davies Hall. A master plan was prepared for the St. Andrew Cathedral site after evaluations of all the buildings. Subsequent construction documents were prepared for various projects, including the renovation/restoration of the sandstone addition to the Cathedral completed in 1911. The facility is being air-conditioned, the previously demolished front entrance roof reconstructed, leaded glass windows restored and the finishes redone. Alterations for accessibility are being made and restroom facilities expanded and improved. Completed in 2013

Architectural Services for National Oceanic and Atmospheric Administration Pacific Region Center, Ford Island, Hawaii. Historical architect on team led by Helmuth Obata & Kassabaum to incorporate four historically significant buildings in the Ford Island Historic Management District into NOAA's new Pacific Region Center. Consulted with team to balance historic preservation requirements with sustainability, hazmat abatement, and ATFP and other programming requirements and to retain historic view planes and circulation patterns. Construction to be complete in 2013.

Renovation of the Hawaiian Hall Complex, Bishop Museum, Honolulu, Hawaii. Principal-in-charge for the \$24M restoration and improvement of the historic Hawaiian Hall complex, including integration of new air-conditioning, power, and fire protection systems, new audio-visual displays, and a new glass-enclosed courtyard. Phase 1 completed in 2009. Pacific Hall, Long Gallery, and Entry completed in 2012.

Restoration of Lunalilo Tomb, Honolulu, Hawaii. In charge of a project to restore King Lunalilo's Tomb and the fence and walls around it, as well as the concrete *kahili* stands on two sides. Completed in 2012.

Evaluate Buildings and Structures Valor in the Pacific National Monument, Pearl Harbor, Hawaii. Principal-in-charge of surveys and evaluations of CPO quarters, Arizona Memorial, mooring quays, and memorials, with recommendations for, and cost estimates of, maintenance and repair. The structures were of widely varying types and construction materials. Completed in 2012.

Repairs to the Arizona Memorial, Pearl Harbor, Hawaii. Construction Documents prepared for restoration of the Arizona Memorial. Construction completed in August 2012. Restoration of the Memorial Wall in the Memorial was completed in 2014.

Stabilization and Repair of Building S-84 Control Tower, Ford Island, Pearl Harbor, Hawaii. Project architect in renovation of 1941 structure that consists of (1) a two-story reinforced concrete building with 16-foot high aerological tower on its roof, and (2) a 156-foot high steel water tank with an air control tower at the top. Building will be used as an interpretive facility in the Pacific Aviation Museum. Work includes installation of new roofing, repair and replacement of windows and doors with those identical to the originals, replacing steel decking, cantilevered channels, and guard rails, and repainting in checkerboard pattern. Completed 2011. Drawings for Phase 2 of the work have been completed and work will be completed in 2015.

Renovation of Building 166, National Oceanic and Atmospheric Administration Pacific Region Center, Ford Island, Pearl Harbor, Hawaii. Historical architect under contract to Wilson Okamoto & Associates, Inc. in the renovation of the 1941 concrete building (originally a first aid and decontamination building) as a storage warehouse for NOAA's Fisheries Observer Program. Participated in initial design process through design and construction phases and approved of all modifications and improvements as required by the Memorandum of Agreement with the State Historic Preservation Office.

'Iolani Palace Restoration, Phases 9 through 21. Project architect on design of restoration of 'Iolani Palace, Old Archives (Kana'ina) Building, and Coronation Pavilion; of reconstruction of 'Iolani

Barracks; and of conversion of basement storerooms to museum galleries. Work includes roof improvements, installation of air-conditioning and security systems, and diagnosing and solving problems that arise as the buildings continue to age. 1980 to 2015.

Renovation of Buildings at La Pietra (Hawaii School for Girls), Honolulu, Hawai'i. Project architect on renovation of 1922 Main Building, including repairing or replacing roof, roof structure, doors, windows, finishes, and electrical and plumbing systems; and upgrading electrical system in Science Building. 2003. Subsequent phases of work continued from 2004 through 2010.

Hilo Federal Building, Hilo, Hawai'i. Project architect on the restoration and renovation of the 1913 Classical Revival style building that houses offices for federal agencies. Work includes the restoration of the third-floor courtroom, strengthening the building's seismic resistance, designing a new interior staircase, and upgrading utility and fire protection systems. Completed 2011.

Restoration of Kalahikiola Church, Kapa'au, Hawai'i. Restoration of historic 1855 stone church badly damaged by a 2006 earthquake. Completed in 2010.

Harold K. L. Castle Foundation Building, Kailua, Hawai'i. Project architect in design of new LEED-certified Gold office building that is compatible in roof form, finish, color, and window design, and connected by a walkway, to the historic Kaneohe Ranch Building, Kailua, Hawaii. 2010.

Restoration of Hulihe'e Palace, Kailua-Kona, Hawai'i. Project architect in design of interior/exterior repair and renovation of 1838 royal residence, including restoration of plaster finishes, painting, wood repairs, gilding, and creation of a vapor-proof artifacts storage room. 1994. Reconstruction of the Palace kitchen, 2006. Repair of earthquake damage, 2009.

Royal Mausoleum Conditions Analysis Report and Restoration. Prepared report on 6 structures and the site of the Royal Mausoleum. Prepared and oversaw the restoration efforts of those structures. 2009

Academy of the Pacific Master Plan. Working with staff member Angela Thompson, AIA, developed a master plan for the Academy of the Pacific site, after evaluating existing structures and current and future programs. 2008

Punahou School Design Guidelines. As a sub-consultant to PBR Hawaii, Mason worked with Barbara Shideler, AIA, another of the firm's partners to prepare architectural design guidelines for the Punahou Campus. 2007

Renovation of 89 S. King Street, Honolulu, Hawai'i. Project architect in preparation of drawings and in construction administration services on renovation of a five-story, 1950s office building in downtown Honolulu. The building was gutted to its frame and rebuilt to provide new office, apartment, and loft space. New exterior walls and windows installed on two elevations. 2007.

Visitor Center, Pu'ukohola Heiau National Historic Site, Kawaihae, Hawai'i. Principal-in-charge, working with project architect Katharine Slocumb on the design of a Visitor Center with spaces for



exhibits, sales/administration, and for viewing the heiau. The project also included an adjacent, partially buried, comfort station. Structure is designed to conserve energy and to minimize its impact on the site. 2006.

Bachelor Enlisted Quarters, Guam. Project architect on design of 36-unit barracks building for bachelor enlisted personnel to replace two BEQs that were demolished. Building meets Anti-Terrorism/Force Protection requirements and is designed to withstand hurricanes and other extremes of Guam's environment. 2005.

Integrated Cultural Resource Management Plan, Pearl Harbor Naval Complex, Oahu, Hawai'i. Historic architect and contributing author in development of a management plan and interpretive opportunities for historic cultural resources at Pearl Harbor. Provided overall history and analysis for the Complex and for twelve historic zones within it and developed planning guidelines for each zone. Subcontractor to Helber Hastert & Fee, Planners. 2002.

'Iolani Palace Basement Galleries, Honolulu, Hawai'i. Project architect in design of temperature-controlled museum galleries for the display of artifacts of the Hawaiian monarchy. Galleries were converted from storerooms in the basement of the 1882 royal residence. 2001-2003.

Restoration of Old Lahaina Courthouse, Lahaina, Maui, Hawai'i. Author of Historic Structures Report and project architect in the design of the restoration of an 1856 coral stone building, including the strengthening of the structure, incorporation of an elevator to meet ADA accessibility requirements, and installation of new restrooms. 1999.

Adaptive Reuse of Hilo Masonic Hall, Hilo, Hawai'i. Project architect in design of retail/office spaces in 1908 building, which required introduction of new infrastructure while preserving or recreating its original architectural elements. Won a 1998 Award of Merit from AIA, Honolulu Chapter. 1998.

Adaptive Reuse of Former Wailuku Circuit Courthouse, Wailuku, Maui, Hawai'i. Project architect and co-author of Historic Structures Report for 1908 building, which was adapted for use as office space. Design included the restoration of entry lobbies and the second-floor courtroom space, installation of new air-conditioning, electrical, data, and telephone systems, and compliance with ADA accessibility requirements. Won 1993 Preservation Award from Maui Historical Society and 1994 Award of Merit from AIA, Honolulu Chapter. 1991-1993.

### **Education**

M. Arch., University of Michigan, Ann Arbor, Michigan, 1974

B.S., University of Michigan, Ann Arbor, Michigan, 1972

US Army Corps of Engineers Construction Quality Management for Contractors Certificate, valid through 2017

**Professional Registrations**

Architect, State of Hawai'i, 1976, Certificate No. A4073

National Council of Architectural Registration Boards, No. 47,120

**Professional Affiliations**

Hawaiian Historical Society

President, 2011 to 2013

Secretary, 2009 to 2011

Director, 2007 to 2013

Hawaii Contract Bridge Units Association

President, 2012 to present

Hawai'i Architectural Foundation

Vice-President, 2015

Director, 2002-2008, (founding member), 2011 to present

Secretary/Treasurer, 2003 to 2008

Seagull Schools, Inc.

President, Board of Directors 1992 to 1996

Board Member, 1989 to present

American Contract Bridge League - Unit 470

President, 2009-2010

Board of Directors, 2005 to 2007, 2009-2010

Tugboat Hoga Preservation Society

Director, 2002 to 2004

Bishop Museum Association Council

President, 2001 to 2002

Secretary, 1997 to 2001

Director, 1995 to 2006

AIA/Hawai'i State Council

President, 1996 to 1997

Vice-President, 1995 to 1996

Board of Directors, 1994 to 1995

Chairman of Editorial Board, "Hawaii Pacific Architecture" 1997 - 1998  
and member of this board, 1993 - 1998

American Institute of Architects (AIA)/Honolulu Chapter

President, 1991

President-Elect, 1990

Director, 1981 to 1983, 1988 to 1989

Chairman, Awards Committee, 1992 to 1993

Project Director, Oral History Grant, 1981 to 1982

Editor, "Hawaii Architect", 1976 to 1980

Chairman, Government Affairs Committee, 1987

**Consortium Member Name:** Jason A. Hobson  
**Title:** Founding Partner  
**Company Name:** Hobson Bernardino + Davis LLP

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Mr. Hobson is a founder partner of Hobson Bernardino + Davis LLP, and as an experienced executive and developer of affordable housing and an attorney specializing in real estate and tax credits. Developed over 1,000 units of affordable housing for low-income families and seniors, including Garvey Court Apartments, a LEED Platinum and first wellness-focused community for low-income seniors in Los Angeles which features a health clinic and free services for the residents.

As a founding partner of Hobson Bernardino + Davis LLP, an “AV Preeminent” rated law firm and a Certified B (Benefit) Corp. for its socially responsible practices. Mr. Hobson represents developers and investors, utilizing Low-Income Housing Tax Credits, New Market Tax Credits, Historic Tax Credits, Renewable Energy Tax Credits and Tax-Exempt Bonds to finance “community impact” projects. To date, he has structured over \$750,000,000 of tax credit and bond transactions across the United States. Jason was previously senior legal counsel and an officer of a national tax credit syndication firm engaged in Low-Income Housing Tax Credit, Solar Tax Credit and Historic Tax Credit equity investments throughout the United States. Jason was also previously an attorney and a key member of the Affordable Housing Teams practice teams of Pillsbury Winthrop Shaw Pittman LLP and Cox, Castle & Nicholson LLP. Most of the projects which Jason provides assistance involve numerous layers of public and private funds, tax credits, and complex regulatory requirements. Jason routinely advises clients on commercial real estate projects and finance matters involving significant real estate assets across the state.

Recently appointed by the California Public Utilities Commission in a 5-0 vote to its Low Income Oversight Board to advise on the \$5 Billion public-private partnership programs for low-income residents of California. In addition to his law practice, Jason is a board member of Synergy Community Development Corporation, a 501(c)(3) nonprofit corporation engaged in the preservation and development of affordable housing. Jason is a 5-Time finisher of the Ironman Triathlon.

#### **Education**

University of California, Hastings College of the Law (*Juris Doctor*)  
University of California, Los Angeles Anderson School of Management (MDE Program)  
California State University (*Cum Laude*, Highest Honors)  
Waseda University (Tokyo, Japan)

#### **Publications and Related Matters**

“Disadvantaged Get an Advantage – Federal New Markets Tax Credit program pumps \$460 million in new equity into California” *California Real Estate Journal*  
“Removing the Roadblocks: How to Make Sustainable Development Happen Now” July 2009, participant in development of Berkeley Law, UCLA Law and Bank of America Policy Report.  
“Tax Credit Update – Recent Guidance for LIHTC and NMTC Programs” - *Pillsbury Winthrop on Affordable Housing*

“New Markets Tax Credits: A New Idea for an Old Problem” – *2004 Issue, Pillsbury Winthrop on Real Estate*

“Avoid the Pitfalls of Tenant Relocation Assistance” – *Journal of Property Management*, co-authored with Gary P. Downs, Esq.

“New Markets Tax Credits: After Much Delay, NMTC Proceeds Start Flowing” – *2004 Issue, Pillsbury Winthrop on Affordable Housing*

“As Federal and State Subsidies to Older Projects Expire, Developers and Public Entities Focus on Affordable Housing Preservation” and “New Markets Tax Credit Update” – *2003 Issue, Pillsbury Winthrop on Affordable Housing*

“Relief at Last: IRS Releases Revenue Ruling Relating to Impact Fees and Eligible Basis” and “California Multifamily Revenue Bond Statute Sunset Jeopardizes Third Round Deals” – *Premiere Issue, Pillsbury Winthrop on Affordable Housing*

Frequent speaker and panelist on Tax Credit and Real Estate matters

**Affiliations**

California Public Utilities Commission’s Low Income Oversight Board Member

Board Member, National Asian American Coalition

Member, National Asian Pacific American Bar Association

Faculty Member, Practising Law Institute (Tax Credits & Tax-Exempt Bonds)

Member, Real Property Law Section of California State Bar

Board Member, San Gabriel Valley Consortium on Homelessness

**Consortium Member Name:** Dennis Groh  
**Title:** Vice President, Chief Marketing Officer  
**Company Name:** Engineering Services Network, Inc. (ESN).

Mr. Groh has more than 35 years of extensive experience in managing acquisition and information technology resources in both the public and private sectors. At ESN, his duties include helping generate business development initiatives and opportunities to lead ESN toward achieving its new business growth goals and objectives. He leads ESN's growth, sales, and marketing strategy through business development activities, and strategic planning. Mr. Groh is instrumental to ESN's effort in establishing new business alliances, cultivating strategies for establishing partnerships, and forming business relationships. He participates in deal negotiations, contract development, and leading new business expansion projects. Through his guidance he has led ESN's growth from a small business to a large business with new contract awards value at over \$61M as a result of his outstanding business development efforts.

Before joining ESN, Mr. Groh was Executive Director of Business Development for federal civilian programs at RS Information Systems in McLean, VA. His extensive background includes senior-level management posts at STG Inc., where he was Vice President of the Corporate Development Office and Vice President of the Government-Wide Acquisition Contracts program; Siemens, where he was General Manager of the Government Business Office; and Computer Sciences Corp., where his vision and strategies enabled him to lead the Joint Defense Integrated Solutions (JDIS) Business Development Team. Mr. Groh was also Vice President of Business Development for Boeing Information Services.

Mr. Groh retired from Federal Government Service in 2003, and his prior Senior Executive Service (SES) government experience includes Deputy Assistant Commissioner at the General Services Administration, responsible for its Office of Service Delivery, Federal Technology Services Organization. In this SES position he was responsible for managing the Federal Government's \$1 Billion per year FTS2000 and FTS2001 long distance telecommunications programs providing voice, data, video, wireless, and satellite services to more than 150 government agencies around the world. During his tenor he managed the GSA telecommunications response to the 9/11 network disruptions bringing critical services back online. He was instrumental for the worldwide Y2K planning program for federal government network preservation and restoration including activation and staffing of national and regional operations centers. He helped manage the transition to FTS2001 contracts from FTS2000 contracts for all federal agencies. Mr. Groh was Director of the Defense Information Systems Agency (DISA) Information Technology Procurement Organization. In that capacity, he was responsible for more than 90,000 information technology contracts with a life cycle value in excess of \$12 billion. Additional Government experience includes working at the Department of Treasury, the Department of Treasury Office of the Comptroller of the Currency Farmers Home Administration, and U.S. Air Force Military Airlift Command at the 375<sup>th</sup> AAW Base Contracting Office, Scott AFB, IL within the U.S. Air Force Military Airlift Command under the prestigious Copper Cap Executive Training Program in 1972, where he began his federal career.

Mr. Groh received his Bachelor of Arts from McKendree College and his Master's in Human Relations and Procurement Management from Webster University.

**Consortium Member Name:** Mark Stephen Chasan  
**Title:** CEO, Entrepreneur, Lawyer, and Integrator  
**Company Name:** AWE Global, Inc. and Transformative Capital

Mr. Chasan is a seasoned executive, entrepreneur, whole systems integrator, futurist and regenerative community's developer (AWE Global, Inc.). Finance & strategic advisor with experience in cleantech IT and natural brands (Transformative, Inc.), Twenty-five years of management and legal experience with an in depth understanding of strategic development, marketing, sales, promotions, press relations and online retail sales. He is a Fortune 50 executive (IBM), and social impact attorney (Hobson, Bernardino + Davis) with expertise in finance, operations, business development, branding, law and enterprise strategy.

### **Work Experience**

#### A.W.E. Global, Inc. , Founder and Chairman (2010-Present)

This company was formed in 2010 to develop sustainable communities and urban advancement centers to create a world of Abundance, Wellness & Enlightenment. Duties include vision creation; team building; fundraising; overseeing operations, planning, design; contract negotiation and drafting; and business development.

#### Transformative, Inc. & Transformative Capital, Inc., Founder and Chairman (2007-Present)

Transformative is multi-disciplinary strategic advisory and outsourced services firm that focuses on helping social entrepreneurs and companies obtain the resources they need to succeed, including capital, human, technological and market resources.

#### Clean Fund - General Counsel, VP Business Development & Advisor (2011-Present)

Clean Fund is a specialty energy improvement finance company and a leader in providing PACE financing. Initially provided advisory services and business development to help the company grow to a leader in PACE financing and joined the company as General Counsel & VP of Business Development in September, 2013. Duties for Clean Fund include developing the business plan, recruiting key executives, introducing high visibility projects, raising equity and debt financing, as well as providing legal negotiation, review and document drafting. Participated in over \$65 million in financing, built a sales pipeline of over \$25M and brought financing opportunities of over \$200 million.

#### Hobson, Bernardino +Davis - Special Counsel (2013-Present)

HB+D is AV-Rated Preeminent law firm. The firm's practice areas are business, securities, real estate, tax equity, energy, utilities, clean tech, IT, communications, media and health care. HB+D brings sophisticated practices with entrepreneurial experience to a socially responsible, creative and nimble platform, resulting in competitive rates, innovative insights and superior services. Special Counsel duties include providing advice, counsel and legal services focused on social entrepreneurs in renewable energy, natural brands, media and IT with a focus on business, contracts, securities, finance and M&A.

#### Greenbridge Capital Group, Inc. Chairman & Managing Director (2005-2007)

Co-founder and co-leader of a multi-faceted private equities and strategic advisory firm focusing on companies that are sustainable, environmentally conscious and transformative. Duties include daily co-managing operations; business development; deal analysis, diligence and structure;

contractual negotiatic co-management of members and af .tes; financing structure and investments.

**Publex Ventures, LLC, Managing Partner. (2003-2005)**

Co-founder and co-leader of this private equities firm focused on private-to-public value arbitrage. The firm consulted with numerous early stage companies and helped raise millions of dollars for the firm's clients. Duties include daily co-managing operations; business development; deal analysis, diligence and structure; contractual negotiations; co-management of members and affiliates; financing structure and co-approval of investments. The company was acquired by MCC Global.

**ShareComm, Inc., Co-founder and Chairman (2002-2004)**

P2P technology, media and community website. Grew the company to 3 million users in 9 months. Marketing, promotion and distribution of digital content using peer-to-peer technology. New content delivery network solutions for enterprise with grid computing. Aggregation of mass audiences through online communities leveraging distributed computing. Exited with a sale to Stirling Bridge aka Morpheus.

**IBM, Executive Consultant (2000-2001)**

Acted as a leader and innovator in IBM's digital media practice, developed solutions offerings and "go-to-market" strategies. Led innovative business, channel and strategic development.

**EMusic, Founder, Chairman and CEO (1995-1999)**

Founded EMusic, a premiere online music retailer and the leader in downloadable music, and handled all formation issues including forming the corporate entity, drafting the business plan financial projections, competitive analysis and ROI projections. Negotiated merger and acquisition agreement with GoodNoise and contributed to EMusic (NASDAQ: EMUS) obtaining a market valuation of over \$400 Million.

**Chasan & Associates (1985-1998)**

Attorney in private civil practice with specialties in the areas of Technology (Internet, multimedia, interactive, development contracts, software licenses, software litigation); Business (contracts, corporate formation and operation, civil litigation); Intellectual property (copyright and trademark); Securities (private offerings, mergers & acquisitions); and Entertainment law (film, music, publishing, advertising)

**Licenses**

California State Bar, Admitted to Practice June 11, 1985

**Education**

Postgraduate - Western State University, Fullerton, California - Juris Doctor – 1985 (Honors Moot Court)

Undergraduate - Western State University, Fullerton, California - Bachelor of Science in Law – 1983

**Organizations**

Co-Founder and Advisor to Sustainable Businesses Council

Founder of A.W.E. Institute

Investors Circle

Social Ventures Networks

NRDC

Green for All

Heal the Bay

Green Technology Institute

Pachamama Alliance



**Consortium Member Name:** Jerome A. Landry, Sr. (Brigadier General, USAF (Ret))  
**Title:** Chief Executive Officer  
**Company Name:** Landry Consulting, Ltd.

Mr. Landry has over 30 years of success in multiple leadership positions. Hands-on experience leading large organizations, communications/computer operations, logistics, contracting/procurement, fiscal/budget planning and business development enterprises. Experience includes acquiring new business for both corporate entities and professional associations. Providing consulting services with regard to direction and guidance to companies and other entities desiring to do business with the U.S. Government and System Integration Companies. Prior experience includes:

Chief Executive Officer & President, Frontier Technology, Inc. (FTI). Responsible for the leadership/management of an Information Technology company with annual revenue of \$130.7 Million. FTI performs professional services for the Dept. of Defense, US Air Force, British Royal Air Force, Dept. of Homeland Security and several Commercial Companies performing Satellite Sensor Calibration,

Program and Financial Management, Water Quality Monitoring, and Engine Predictive Failure Prognostics. It engineers, installs, and maintains Information Technology capability for commercial and government clients. Grew the business by 45%.

Partner Executive, Global Defense, Space & Security Group, Cisco Systems, Inc. Managed a Cisco business initiative to enter into long term alliances with 11 of the world's leading Systems Integration Companies. The objective of this initiative was to integrate Cisco solutions and capabilities into the C4ISR, Space, and Weapon Systems developed by these companies in response to U.S. and International Defense Agency requirements. In 18 months, the revenue potential developed and validated by this new function has been documented at over \$520 Million.

Vice President, Logistics, Information Technology Support, and Transportation, TRW Systems, Inc. Led a 425 person Business Unit with annual sales of \$125 Million. The Unit focused on the generation and execution of programs with (primarily) the Dept. of Defense and the Federal Government in the areas of software development, systems engineering, business process reengineering, staff/exercise support, and training. The unit experienced a 12-14% revenue growth each year I ran it and had a composite proposal win rate of 83% during that period. (1998 – 2001)

Senior Vice President, Business Development Office, BDM International, Inc. Part of a two person cadre that started the BDM Business Development Office and grew the function to 10 people in less than a year. The office was charged with the business development/marketing of Dept. of Defense and other Federal programs. During this period, was Account Executive for 16 major programs. Of those, won 12 (worth \$923 Million) and lost three (\$58 Million). (1997 – 1998)

Brigadier General, U.S. Air Force. As a General, served as the Director of Command, Control, Communications, and Computers at the U.S. European Command (Stuttgart, Germany) and the U.S. Transportation Command (Scott AFB, Illinois). As a Colonel, was the Senior Communications, Computer and Air Traffic Control Officer in Military Airlift Command and the

Commander of the 16,000 person Airlift Communications Division. Was Commander of the Standard Systems Center (the US Air Force's software development center), and Commander of the Defense Information Technology Contracting Office, (the agency which contracts for all telecommunications capability for the Dept. of Defense, the Federal Aviation Agency, and other Federal Agencies.) While in the in the US Air Force, commanded four communications, computer and air traffic control units, served variously in test management, operations, plans and requirements, contracting/procurement, and as an Executive Officer (three times).

#### **Education**

Advanced Management, Graduate School of Business, Indiana University  
Master of Science, Public Administration, Auburn University  
Bachelor of Science, Bacteriology, University of SW Louisiana  
Air War College, Air University  
Industrial College of the Armed Forces, National Defense University  
Air Command and Staff College, Air University

#### **Professional Associations**

United Services Organization (USO): Board of Directors and Finance Committee  
Armed Forces Communications-Electronics Association (AFCEA) International: Board of Directors; Chairman, Career Transition Committee; Member, Information Technology Committee and Technical Committee, Chairman, Technology Forum  
AFCEA Washington Chapter: Board of Directors; Chairman, Long-Range Planning Committee, Chairman, Ethics Committee, Chairman, Model Chapter Committee, and Member, Technology Committee  
Building Services Corporation: Board of Directors  
Air Force C4 Association: Board of Directors  
National Defense Transportation Association: Member, Business Process Committee  
Military Communications (MILCOM) Symposium & Exposition: Finance Chairman

**Consortium Member Name:** Gerry Jordan  
**Title:** Acquisition & Procurement Policy Subject Matter Expert  
**Company Name:** Jordon Consulting

Mr. Jordan has had a distinguished career as a Department of Defense (DOD) civilian technician, action officer, leader, and manager. Broad experience in electronics, communications, Information Technology, procurement, acquisition, planning, and management. Core competencies include:

**Contract Formation and Administration**

- Acquisition Strategy and Planning
- Telecommunications/IT Management
- Personnel Management and Mentoring
- Business Analysis
- Procurement Policy/Procedure Development
- Process Review and Improvement
- Change Management
- Strategic and Tactical Planning
- Customer Service and Problem Resolution

Prior experience includes:

**DISA Technical Director:** Provided acquisition strategies and plans.

- Promoted competitive procurements, along with the acquisition of commercial items
- Finalized DoD/General Services Administration (GSA) final Future COMSATCOM (Commercial Satellite Communication) Services Acquisition (FCSA) Request for Proposal
- Participated on DISA Working Group to improve and streamline the Request Fulfillment process for obtaining Defense Information Services Network (DISN) services

**Chief, Procurement Policy, Quality Assurance, & Procedures Division.**

- Analyzed Federal Acquisition Regulation (FAR) changes, developed and maintained Agency procurement policy and procedures to implement and supplement such changes
- Developed and managed quality control program to ensure compliance with Federal and Agency procurement policy and procedures
- Implemented Agency internal management control program to ensure appropriate checks and balances were put in place and tests were conducted to measure results

**Defense Information Systems Agency, Sembach AB, Germany/ Deputy to the Commander/Chief, Europe Procurement Branch, DITCO Europe.**

- Assisted Commander with operation of contracting office
- Managed award and administration of telecommunication service and IT product and service contracts for requirements in the Europe, Africa, and Southwest Asia areas.
- Served as Telecommunication Services Contracting Team Lead for the DISA Integrated Defense Enterprise Acquisition System (IDEAS) project, to replace DITCO's legacy contracting systems with a single, seamless contracting and workflow application

Defense Information Systems Agency, Scott AFB, IL /Chief, Mission Support Division, Chief, Federal Aviation Administration Division, Chief, Acquisition Support Division, and Chief, Plans, Programs, & Analysis Division, DITCO Scott.

- Managed IT operations supporting DITCO's five contracting offices
- Managed establishment and administration of telecommunication and IT requirements for FAA customers
- Served as Acquisition Manager for the DITCO Encore IT solutions procurement
- Developed and maintained policies and procedures for the procurement of telecommunication and IT requirements by DITCO contracting offices
- Provided analytical and programmatic support for DITCO activities

Defense Information Systems Agency, Ft Shafter, HI / Deputy to the Commander/Chief, Pacific Branch, DITCO Pacific.

- Assisted Commander with operation of contracting office
- Managed establishment and administration of telecommunication service, network, and equipment contracts in Hawaii and Pacific areas
- Managed administration of the Oahu Telephone System (OTS) contract providing telephone service to all military installation on the island of Oahu
- Initiated acquisition planning for Hawaii Information Transfer System (HITS) procurement, the replacement for the OTS contract

Defense Information Systems Agency, Scott AFB, IL /Chief, Office of Policy, Plans, & Procedures and Communications Specialist, DITCO Scott.

- Developed and maintained DISA procurement policies to supplement and implement statutory and regulatory requirements of the FAR and the Defense FAR Supplement (DFARS)
- Developed and maintained DISA procurement procedures to achieve compliance with the FAR, DFARS, and DISA policies
- Managed the solicitation and contract review program to ensure compliance with the FAR, DFARS, and DISA policies
- Assisted customers with the development and review of Statements of Work and Performance Work Statements for complex telecommunication networks
- Procured and implemented the Defense Commercial Telecommunications Network (DCTN), DITCO's first \$1B contract
- Developed the Performance Work Statement for the first DCTN video studio community

**Education:**

- Sacramento City College, Sacramento, CA
- Associate of Arts Degree in Business and Computer Programing

**Professional Certificatio**

- Defense Acquisition Workforce Improvement Act (DAWIA) Level III Certification in the field of Contracting (high level)
- Department of Defense Acquisition Corps member
- Held Unlimited Contracting Officer (CO) warrant, as well as \$50M and \$1M CO warrants

**Consortium Member Name:** Edward "Scott" Dillon

**Title:** Working Capital Fund & Financial Operations Subject Matter Expert

**Company Name:** Dillon Consulting

Mr. Dillon retired from his position as Chief of the Defense Information Systems Agency (DISA), Defense Working Capital Fund (DWCF), Telecommunications Services/Enterprise Acquisition Services (TS/EAS) Financial Operations Division, DISA Comptroller Directorate on 1 October 2014. He was responsible for managing global financial operations in support of a \$6 billion DISA DWCF program. He also served as the Senior Financial Advisor to the Director for Procurement/Chief, Defense Information Technology Contracting Organization (DITCO) on all financial and budgetary matters.

Scott graduated from Grove City College in Grove City, Pennsylvania, in 1976 where he received a Bachelor of Arts degree in Business Administration. He received a Master of Business Administration degree from Southern Illinois University in 1994. Mr. Dillon graduated from Air University, Professional Military Comptroller School at Maxwell AFB in 1988. He received a Professional Designation in Cost and Price Analysis from the Air Force Institute of Technology in 1989. He successfully completed all requirements for Level III certification in the Defense Acquisition Career Field of Program Management in 1995. In 2004, Scott became a Certified Defense Financial Manager under the sponsorship of the American Society of Military Comptrollers and maintains an active certification today.

Mr. Dillon entered the federal service as a GS-05 intern in 1978 with the Department of Commerce/Census Bureau as a Survey Statistician working out of the Jeffersonville, Indiana, field office. In 1981, he accepted a GS-11 Management Analyst position with the U.S. Air Force at Wurtsmith AFB, Michigan. In 1983, he moved to Washington DC and the Pentagon where he worked on the Air Staff as a Supervisory Cost Analyst developing and defending operating and support cost estimates for major weapon systems. During his six years working on the Air Staff, Scott was promoted to the rank of GS-14. In 1989, he accepted a GS-14 Supervisory Management Analyst position with the Defense Commercial Communications Office (DECCO), Defense Communications Agency (DCA) located at Scott AFB, Illinois. In 1993, Mr. Dillon was promoted to a GS-15 Program Manager position as the Director of the Defense Information Technology Contracting Organization's (DITCO) Plans and Policy Office, Scott AFB, Illinois. In 1996, Scott was selected to serve as DITCO's Comptroller, a position that evolved into his final assignment as Senior Financial Manager/Resource Manager.

Mr. Dillon received numerous awards throughout his 36-year federal career, including two Meritorious Civilian Service medals, special recognition for his work on a Joint DoD Base Realignment and Closure Cost Model, and a Professional Military Comptroller School Leadership Award. He is a lifetime member of the American Society of Military Comptrollers and has twice served as Chapter President for the Land of Lincoln Chapter. In his second career he is working as an educator and consultant on various projects of interest.

## ATTACHMENT 3. REPRESENTATIVE PROJECT EXAMPLES

Below are select representative project examples specifically provided due to the applicability as they relate to this project.

<b>Contract Number:</b>	GS-06F-0514Z/VA118-10-F-0486
<b>Contractor Name:</b>	Engineering Services Network
<b>Customer Name:</b>	Department of Veterans Affairs
<b>Period of Performance:</b>	09/24/2010 to 09/23/2015
<b>Completion Date:</b>	09/23/2015 - with all five contract options exercised.
<b>Contract Type:</b>	Firm Fixed Price (FFP)
<b>Place of Performance:</b>	Veterans Administration (VA) and non-VA facilities in the US
<b>Current Value:</b>	\$6,100,000.
<p><b>Purpose:</b> ESN supports the deployment and operation of standard monitoring and performance assessment software, and the analysis of results generated by such software for the VA EIE support contract. ESN's provides and delivers mission-critical services to the VA in the areas of IT System Design, Development, Implementation, and Integration. We ensure that all project deliverables are in conformance with VA standards and requirements. We have incorporated the ProPath methodology for our contract deliverables.</p>	
<p><b>Major Deliverables:</b> Deliverables were submitted to the ESE Program Manager (PM) according to the contract requirements and stored on the VA SharePoint site for this project. Specific major deliverables provided by ESN resources included the Project Management Plan, Weekly Status Report, Engineering Assessment Reports and Supporting Documentation, Information Technology Remediation Strategies and Best Practices Standardization and Implementation.</p>	
<p><b>Describe Significant Achievements:</b> ESN has provided eight ad-hoc assessments of high visibility issues with short turnaround. These assessments have been provided to senior VA IT management.</p>	
<p><b>Awards or Acknowledgement Received:</b> The quality and insightfulness of ESN deliverables have been complimented by the Chief Information Officer, PDCIO, and senior managers in System Design and Engineering (SD&amp;E).</p>	

<b>Contract Number:</b>	GS-06F-0514Z/VA118-10-F-0486
<b>Contractor Name:</b>	Mason Architects, Inc.
<b>Customer Name:</b>	Bernice Pauahi Bishop Museum
<b>Period of Performance:</b>	2006 to present
<b>Completion Date:</b>	2009, 2012, on-going
<b>Contract Type:</b>	Firm Fixed Price (FFP)
<b>Place of Performance:</b>	Honolulu
<b>Current Value:</b>	\$26,000,000
<p><b>Purpose:</b> Bishop Museum has a multiple-building campus that houses 14,000,000 objects and is the primary repository for Hawaii's cultural history. Upgrading facilities is the primary purpose of all work done by MAI on the campus.</p>	
<p><b>Major Deliverables:</b> Hawaiian Hall Complex completely modernized. Historic survey completed for Bishop Hall. Renovations to campus pedestrian and accessibility paths. Master planning of site, including detailed examination of Collections needs and preliminary design of new collections complex.</p>	
<p><b>Describe Significant Achievements:</b> Award-winning renovations to Hawaiian Hall, improvements to site environment.</p>	
<p><b>Awards or Acknowledgement Received:</b> American Institute of Architects Honolulu Chapter merit Award, Historic Hawaii Foundation award.</p>	

<b>Contract Number:</b>	Not Applicable for this project.
<b>Contractor Name:</b>	Mason Architects, Inc.
<b>Customer Name:</b>	New Moon Foundation 53-496 Iole Road Kapa'au, Hawaii, 96755
<b>Period of Performance:</b>	2000 to Present
<b>Completion Date:</b>	2006 and on-going



<b>Contract Type:</b>	Fixed Fee
<b>Place of Performance:</b>	Kapa'au, Hawaii
<b>Current Value:</b>	\$6,000,000
<b>Purpose:</b> Mason Architects began this project with a detailed study of 26 buildings within the Bond complex. Seven of those facilities are at the former Bond Girls' School. MAI prepared exterior renovation drawings. Work was completed in 2006. MAI then prepared plans to convert the site to house the Contemplative Education Center. Permit awarded but work stopped due to financial collapse in 2008. Completed revisions to the plans which are now in the Awaiting Permit Stage.	
<b>Major Deliverables:</b> Renovation Plans	
<b>Describe Significant Achievements:</b> Working with the State Historic Preservation Division and the Owner's representatives to arrive a reasonable solutions to bring this abandoned site back to life.	

<b>Contract Number:</b>	Not applicable for this project.
<b>Contractor Name:</b>	Lend Lease
<b>Customer Name:</b>	Kunia Village Development Corporation
<b>Period of Performance:</b>	2011 to present
<b>Completion Date:</b>	2016
<b>Contract Type:</b>	Fixed fee
<b>Place of Performance:</b>	Kunia Village, Oahu, Hawaii
<b>Current Value:</b>	\$40,000,000
<b>Purpose:</b> To provide work force housing for agricultural field workers. This is being done through the selective demolition of 33 houses, moving 4 houses, rehabilitating 45 houses and constructing 37 new houses, while completely upgrading the site infrastructure. Construction to start 1 June 2015.	
<b>Major Deliverables:</b> Plans for the renovations and new housing. National Register nomination forms (accepted by the Keeper of the National Register), and applications for Federal Preservation Tax Credits (accepted by the National Park Service).	
<b>Describe Significant Achievements:</b> Negotiating with various State and Federal agencies to make a complex project move forward.	

<b>Contract Number:</b>	SC-ENV-0900006-2
<b>Contractor Name:</b>	MELE Associates, Inc.
<b>Customer Name:</b>	City and County of Honolulu
<b>Period of Performance:</b>	8/16/08-3/31/13
<b>Completion Date:</b>	3/31/13
<b>Contract Type:</b>	Time and Material
<b>Place of Performance:</b>	Honolulu, HI
<b>Current Value:</b>	\$3,622,500.00

**Purpose:** MELE Associates provides Construction Management services for the modification and expansion of the Honolulu Plant for Waste to Energy Recovery (HPOWER) for the City and County of Honolulu. The scope of work requires building two bag houses and demolishing and disconnecting two electrostatic precipitators, as the bag houses are cleaner than the electrostatic precipitator. MELE Associates, serving as the construction management firm, provides oversight of more than six subcontractors to accomplish the HPOWER tasks. These tasks include:

- Designing of bag houses' foundations and utility interconnects
- Mobilizing construction
- Securing building permits
- Site work for the foundations of the bag houses
- Installation and erecting of bag houses
- Demolishing and disconnecting two electrostatic precipitators
- Testing of the bag houses and certifying final compliance
- Ensuring all work meets EPA standards

**Major Deliverables:** Major deliverables MELE is responsible for include:

- **Construction Monitor Support Services** – Schedule and conduct preconstruction meetings to discuss procedures, issues, and scheduling; monitor contractors to ensure work proceeds in accordance with contract documents; settle job and contract related problems; establish procedures for processing all job documentation.
- **Construction Scheduling** – Review and monitor the contractor's work schedules and ensure the project is completed within the agreed time frame; review and make recommendations for adjustments.
- **Concurrent Operations** - Coordinate all construction activities with plant operations and monitor the installation and removal of temporary structures.
- **Cost Control** - Maintain cost accounting records of authorized work; provide cash flow reports/forecasts; review estimates/compare actuals; advise when necessary.
- **Quality Control** - Monitor all quality control and require contractor to adhere to an agreed upon quality control program; review servicing of all equipment.
- **Materials and Equipment Receiving** - Coordinate servicing of testing agencies, all records, and documentation related to equipment warranties, certificates.
- **Records** – Establish, maintain, and report on all required documentation for the project, including as-built drawings.

- **Final Completion, Closing, and Inspection** – Complete final reviews and testing and coordinate the final acceptance of Facilities.
- **Construction Changes and Claims** – Prepare and recommend all documentation required for changes to contract and issue change orders.

**Describe Significant Achievements:** Through the duration of this project, MELE was able to maintain both cost and schedule, while minimizing change orders. By using face-to-face or teleconference facilities to institute regular feedback sessions facilitated by the PM/CM, stakeholders and any subcontractors, MELE has been able to adapt plans and schedules to keep construction on time and on budget.

<b>Contract Number:</b>	SC-DDC-10000131
<b>Contractor Name:</b>	MELE Associates, Inc.
<b>Customer Name:</b>	City and County of Honolulu
<b>Period of Performance:</b>	7/9/10- 9/26/12
<b>Completion Date:</b>	9/26/12
<b>Contract Type:</b>	Firm Fixed Price
<b>Place of Performance:</b>	East Kapolei, Oahu
<b>Current Value:</b>	\$140,000.00
<p><b>Purpose:</b> The City and County of Honolulu has been experiencing a lot of residential and commercial growth in East Kapolei with plans for more developments in the near future. For the City and County (C&amp;C) of Honolulu to maintain rapid response times to emergencies in the area, a new fire station needed to be built. The new fire station location is being built on two acres of land adjacent to the Department of Hawaiian Home Lands headquarters and will house an engine company and a ladder company with a total of 30 personnel.</p> <p>MELE Associates was awarded a contract from the C&amp;C of Honolulu to provide Construction Management and consultation services for the design/build of the East Kapolei Fire Station. MELE construction management services for this project include:</p> <ul style="list-style-type: none"> <li>• Coordinating the work of the project contractor with the activities and responsibilities of the city and providing qualified personnel</li> <li>• Conducting preconstruction meetings and overseeing procedures, progress of work, scheduling and all related matters</li> <li>• Ensuring the overall quality of work being performed by conducting inspections</li> <li>• Obtaining and maintaining all required permits</li> <li>• Review job scheduling, access requirements, protection of the public and endeavor to see that the installed work is protected</li> <li>• Preparing regular reports on construction progress</li> <li>• Overseeing all quality control</li> </ul>	

**Major Deliverables:** Under this contract, MELE is providing three key personnel: a Construction Manager, Construction Inspector, and a clerical support person to help oversee this project. The fire station will also act as a regional station, offering a depot for storage of supplies and equipment that can be deployed quickly to the region in the event of natural or man-made disasters. An on-site, four-story training tower and training ground will allow the fire station to serve as a regional training facility that will allow nearby Honolulu Fire Department companies to participate in training sessions as well.

**Describe Significant Achievements:** Additional tasks were awarded based on the performance and management on our MELE's initial execution of the project.

<b>Contract Number:</b>	S00245-06/PY19785/PY20261/E0120068/PY21887/PY21712/S84026-07/74002-07/S84029-07
<b>Contractor Name:</b>	MELE Associates, Inc.
<b>Customer Name:</b>	Hawaii Department of Education
<b>Period of Performance:</b>	6/22/06 - 8/31/07
<b>Completion Date:</b>	8/31/07
<b>Contract Type:</b>	Firm Fixed Price
<b>Place of Performance:</b>	Various Sites on the island of Oahu, HI
<b>Current Value:</b>	\$289,701.50
<p><b>Purpose:</b> MELE has been contracted by the Hawaii Department of Education (DOE) for ten construction projects at various educational institutions on the island of Oahu within the past year. More than \$289,000 worth of construction projects was awarded to MELE based, with the additional tasks being awarded based on the performance and management on our very first project.</p>	
<p><b>Major Deliverables:</b> MELE's projects with the Hawaii DOE include:</p> <p><u>Waiahole Elementary School</u> – Provided grounds maintenance and various repairs on the school's campus. The work included the removal of all trees and the clearance of ground vegetation from the property boundaries of the school.</p> <p><u>Honowai Elementary School</u> – Provided drainage improvements and other grounds maintenance, including scope regarding, which was necessary to prevent water build-up along the grounds of the school.</p> <p><u>Fort Shafter Elementary School</u> – Provided renovations for two bathrooms inside the school. The work included the removal, replacement, and disposal of the existing ceramic floor tile and base covering. As well as replacing floor drains and connections.</p> <p><u>Kalani High School</u> - Performed painting and installation of chain-link fence, and other miscellaneous repairs and maintenance. MELE repainted the interior walls of Building G as well as an exterior shed and porch, installed a 4' chain-link fence around the schools parameter, and provided other repairs as required.</p>	

Kipapa Elementary School – Improved the draining system, and minor repairs to Building A and the cafeteria. The work included the grade and installation of a swale system to improve drainage & eliminate pooling of water between building A and the cafeteria.

Aiea High School - Resurfaced the sidewalks around the bleachers around the athletic fields. Resurfacing was necessary to prevent injuries to spectators and athletes who utilize the school's athletic fields, as they had become worn from heavy usage.

Pearl City High School – Installed a new chain-link fence around the perimeter of the school. MELE provided all the necessary manpower, tools and equipment to achieve the task on-time and within budget.

Moanalua Elementary School – Provided drainage improvements and other grounds maintenance work throughout the entire campus. The goal of the project is to reduce water build-up, allowing a safer environment for all those who utilize the campus.

Pearl City Highlands Elementary School – Provided the installation of window security screens for building D of the elementary school. 31 windows throughout the building were replaced and taper screws were used for security purposes.

<b>Contract Number:</b>	AGSAK-06-C-0005-01
<b>Contractor Name:</b>	MELE Associates, Inc.
<b>Customer Name:</b>	Subcontractor: General Dynamics End Client: U.S. Army
<b>Period of Performance:</b>	11/27/06- 11/27/07
<b>Completion Date:</b>	11/27/07
<b>Contract Type:</b>	Time and Material
<b>Place of Performance:</b>	Fort Schafter, Oahu, HI
<b>Current Value:</b>	\$63,830.84
<p><b>Purpose:</b> Fort Shafter is the headquarters for the U.S. Army's Pacific Operations, as it is the primary Army Post supporting operations in the Asia-Pacific region. Fort Shafter was opened in 1907 and provided a key base for operations during World War II. Fort Shafter has seen a lot of wear and tear over the years, and facilities were in dire need of renovations. General Dynamics was awarded the contract to provide renovations to various facilities throughout the base, as the Army and General Dynamics have had a long-standing relationship.</p>	
<p><b>Major Deliverables:</b> As a subcontractor to General Dynamics, MELE Associates provided a variety of general construction related tasks to help give Fort Shafter a new look. MELE replaced doors, windows, air conditioners, as well as the installation of fiber optic cables at various facilities on the base.</p> <p>Door Upgrades:</p> <ul style="list-style-type: none"> <li>• Replaced outside doors with solid doors reflecting instructions in contract.</li> <li>• Installed one CDX09 electronic spin lock and one cipher door lock.</li> <li>• Equipped all interior doors with cipher locks</li> </ul> <p>Windows:</p> <ul style="list-style-type: none"> <li>• Replaced 8 windows with wood and blend with existing wall</li> </ul>	

- Replaced 20 windows with solid pane 3/8ths inch thick glass
- Installed metal grating over glass windows

**Air Conditioning Units:**

- Installed 4 window unit air conditioners and secure them according to specifications in RFP.

**Fiber Optic Cabling:**

- Installed approximately 8 drops network panduit and mm fiber cabling from server room to each workstation.

<b>Contract Number:</b>	PNA/MELE082004
<b>Contractor Name:</b>	MELE Associates, Inc.
<b>Customer Name:</b>	The Nature Conservancy
<b>Period of Performance:</b>	8/15/04 - 2/2/05
<b>Completion Date:</b>	2/2/05
<b>Contract Type:</b>	Time and Material
<b>Place of Performance:</b>	Cooper Island, Palmyra Atoll, South Pacific
<b>Current Value:</b>	\$807,200.00
<p><b>Purpose:</b> The Palmyra Atoll on the Cooper Islands is located 960 miles south of Honolulu and is home to a group of 14 research institutions that conduct marine scientific research on the island. To accommodate researchers, infrastructure needed to be designed and built for 7 year-round staff and about 3000 researcher resident days per year. Construction was expected to be completed with a short turn-around time.</p>	
<p><b>Major Deliverables:</b> YFH-MELE, JV was awarded a contract to design and construct a remote research facility on Cooper Island, in the Palmyra Atoll in the Pacific Ocean (U.S.). Architectural and design services provided by YFH included 14 small structures (120 sq. ft.) with a total of 35 beds, 7 larger structures (240 sq. ft.) including laboratory facilities, kitchen and dining facilities, and laundry facilities. The freight logistics and construction for the project was managed by MELE and included one barge delivery, one work boat delivery, and 5 air flight deliveries during the four month construction period. All supplies and equipment for the final facility and all schedules for the 30 construction and field crews members during their stay needed to be coordinated with barge deliveries and air flights.</p> <p>Over three miles of electrical and water pipes were installed to complete the facilities, and approximately three miles of electrical cabling. One laboratory structure was completed including an 800 sq. ft. enclosed, climate controlled space; one galley storage structure with a 320 sq. ft. walk-in refrigeration unit (including a chiller and a freezer) were installed. A generator and water pumping shed also were installed. Fresh water and waste water infrastructure was constructed and a seawater simple flow system was installed in the laboratory. Air conditioning was provided for the laboratory facility. The final installation required clearing and leveling 21 sites and the installation of 291 foundation blocks. The list of supplies and equipment delivered to the island included a backhoe, steam roller, excavator, peti-boom, chiller unit and a freezer unit. Building materials included 100 tons of lumber, 15,000 ft. of</p>	

electrical and water piping, 5,000 feet of electrical cable, 9.5 tons of concrete blocks, 90,000 framing nails, 60,000 finish nails, a 255 kw diesel generator, 1200 drip edge flashing, 15,000 sq. ft. roofing, 15,000 sq. ft., roofing felt, 130 gals roofing tar, 112 electrical boxes, 32 ceiling fans, 5 shower tub surrounds, 30 doors, 97 gals paint, 97 gals primer, 50 gals drywall mud, 137 sheets of drywall, 370 sheets of T-1-11 siding. In addition, all construction tools needed to be shipped, such as shovels, picks, rakes, concrete trowels, drills, scroll saws, reciprocating saws, miter saws, and table saws.

**Describe Significant Achievements:** MELE provided quality services under difficult logistics utilizing laborer hours effectively to prevent "down time." Once the design was approved by TNC, all services were completed as requested. MELE proposed cost-saving recommendations whenever appropriate to stretch TNC dollars allocated to the project.

- MELE completed the project within four months under extreme logistical situations and environmental conditions.
- MELE completed the project within budget.
- MELE developed excellent relationships with The Nature Conservancy and partners

<b>Contract Number:</b>	AGSAK-05-C-7049-04
<b>Contractor Name:</b>	MELE Associates, Inc.
<b>Customer Name:</b>	Subcontractor: Alutiiq End Client: U.S. Army & U.S. Air Force
<b>Period of Performance:</b>	6/6/05 – 9/30/2006
<b>Completion Date:</b>	9/30/2006
<b>Contract Type:</b>	Time and Material
<b>Place of Performance:</b>	Hickam AFB, Schofield Barracks, Wheeler Army Airfield; HI
<b>Current Value:</b>	\$70,000.00
<b>Purpose:</b> MELE Associates, as a subcontractor to Alutiiq, LLC, was contracted to provide technical construction support and project planning for the design and construction of two modular office buildings along with utilities tasks at three locations on the island of Oahu for the U.S. Air Force (Hickam AFB) and the U.S. Army (Schofield Barracks & Wheeler Army Airfield).	
<b>Major Deliverables:</b> MELE's experienced construction staff provided technical support and project planning for the design and construction of the 31,500 square-foot modular office building at Hickam AFB, located at the General George C. Kennedy Headquarters. MELE has also provided technical support and project planning for the design and construction of modular temporary facilities and utilities work at Schofield Barracks and Wheeler Army Airfield in Hawaii. On-site management was provided by MELE's VP of Construction Management, Hank Rinnert, and quality assurance support along with progress reports were provided by MELE to Alutiiq as well as the end clients.	

**Describe Significant Achievements:** Many buildings at Hickam were outdated, which presented problems with routine cables in the ceiling and through the walls. Mounting projectors, flat screens and monitors was hindered by unstable construction. These problems were overcome through engineering, enhanced technological advancements in the telecommunications arena, as well as through oversight program management.

**Lessons Learned:** Oversight Program Management recommended budgeting more project time for a more detailed assessment of the location to anticipate challenges further in advance.

Some of the technological and engineering solutions used to overcome these challenges were incorporated into MELE best practices and have saved time when confronted with similar structural issues on other projects.

<b>Contract Number:</b>	Q05897188/Q05897210
<b>Contractor Name:</b>	MELE Associates, Inc.
<b>Customer Name:</b>	Subcontractor: Boeing End Client: U.S. Department of Defense
<b>Period of Performance:</b>	08/12/2005 – 10/31/06
<b>Completion Date:</b>	10/31/06
<b>Contract Type:</b>	Firm Fixed Price
<b>Place of Performance:</b>	Maui, HI
<b>Current Value:</b>	\$70,000.00
<b>Purpose:</b> MELE Associates was contracted two tasks by The Boeing Company, for Architectural/Engineering (A/E) Design services at the Maui Space Surveillance Complex Facility and the Relay Mirror Experiment Site in Kihei.	
<b>Major Deliverables:</b> MELE completed the following projects under this contract: <b>Maui Space Surveillance Complex Facility</b> - MELE was contracted to transform Boeing's conceptual design drawings into a complete set of construction design documents. The overall design included a 2,058 square foot single story concrete building, which is to protect the chillers, pumps and electrical equipment from severe weather. The building is designed to provide adequate space for maintaining the equipment, overhauling the chillers and pumps and for removing components on the chillers. The facility supports the future replacement of the chillers. Exterior walls and the roof were designed to have metal louvers to provide adequate airflow for the cooling of the chillers, and some of the louvers are removable in order to be able to replace some components on the chillers. <b>Relay Mirror Experiment (RME) Site, Kihei, HI</b> - MELE was contracted by Boeing to design a concrete pad at the Relay Mirror Experiment (RME) Site in Kihei, HI. The RME is in need of some repairs and in preparation of these repairs, a concrete pad needs to be created to house all the equipment. The design incorporated value engineering in order to achieve a design that reflects Boeing's functional	



and operational needs. The design includes a gated fence around the pad, waterproof coverings for electrical equipment, etc. All drawings were delivered to the client using AutoCad.

<b>Contract Number:</b>	GS09T-01-BHD-1269
<b>Contractor Name:</b>	MELE Associates, Inc.
<b>Customer Name:</b>	U.S. Air Force
<b>Period of Performance:</b>	3/12/03 - 3/31/05
<b>Completion Date:</b>	3/31/05
<b>Contract Type:</b>	Firm Fixed Price
<b>Place of Performance:</b>	Oahu, HI
<b>Current Value:</b>	\$572,167.86
<p><b>Purpose:</b> MELE Associates began work in 2004 at Hickam Air Force Base on the PAOC Communication Facility Project. The goal is to upgrade and modernize the tactical air defense satellite systems for the PAOC. MELE has been on site designing, installing and developing a world class technical control facility to support Space and air Telecommunication throughout the Pacific.</p>	
<p><b>Major Deliverables:</b> The control facility design at Hickam Air Force Base PAOC involved the selection, installation and integration of a comprehensive audio/visual (a/v) system with state-of-the-art flat screens, a/v switches, and a/v over fiber and wireless technologies. The newly installed a/v system integrated existing a/v systems located on different floors to allow users on the main floor ability to view any a/v input during exercises or real world crisis. In addition, MELE upgraded several cable management systems throughout Hickam Air Force Base PAOC center to facilitate the growth of the new a/v system and future network upgrades.</p> <p>MELE Associates also provided assistance in the installation of telecommunication services for Headquarters Pacific Air Forces (HQ PACAF) at Hickam AFB. MELE installed several 600pr telephone cables through HQ PACAF F-Wing to enable users throughout F-Wing to upgrade legacy system to the new HQ PACAF PBX (telecommunications) system. All audio/visual work performed on this project by the MELE Team was delivered on time and under budget.</p> <p>The amount of work performed at Hickam Air Force Base was extensive. The audio/visual portion included more than 50 different locations that extended to three different telecommunications closets. At each location there was a mini high resolution cable (RGB), a RG6 or RG11 depending on length, and a Cat5E cable. There was also a 4 fiber MM 62.5 cable that was run from the bottom floor telecommunications closet to the 2nd floor closet. In addition there were more than 50 wall mounted TV mounts that were installed, with five plasma mounts, three projectors mounts, and three 24" black cabinets.</p>	
<p><b>Describe Significant Achievements:</b> The original proposed placement of the mounts required them to be suspended from the ceiling with a pipe coming through the drop ceiling and extending five inches below the drop ceiling, and from there the mount was supposed to be placed. MELE found that this was</p>	

not possible because the concrete ceiling was an additional ten feet above the drop ceiling and there was no way to access the ceiling. Instead, the team designed an implementation that allowed for the use of wall mounted TV mounts instead. The team designed a way to make the wall mounts sturdy enough to support the TV's weight.

A second challenge was to determine how the copper cable was supposed to remain in a secure PBX system. The original plan was to use existing 1" EMT that ran from the drop on the wall to the PBX box which continued in EMT and ended in a secure computer room. During the installation of the Cat5E runs, the customer changed where they wanted their drops to be placed. At the new locations EMT did not exist. The solution to this problem was to run new secure 1" EMT pipes from the new location to the existing PBX box, and ensure that all codes for a secure PBX system were followed.

<b>Contract Number:</b>	N000024-00-D-6000
<b>Contractor Name:</b>	MELE Associates, Inc.
<b>Customer Name:</b>	Subcontractor: EDS, Engineering & Professional Services End Client: Navy – Marine Corps
<b>Period of Performance:</b>	01/28/2002 – 07/31/2003
<b>Completion Date:</b>	07/31/2003
<b>Contract Type:</b>	Firm Fixed Price
<b>Place of Performance:</b>	Various Locations in Hawaii, Norfolk VA, and Mechanicsburg PA
<b>Current Value:</b>	\$11,365,140.81
<p><b>Purpose:</b> MELE Associates, as a subcontractor on EDS's \$6.9 billion Navy Marine Corps Intranet (NMCI) project, provided a variety of professional, engineering, construction, and administrative services at various NMCI locations within the United States.</p>	
<p><b>Major Deliverables:</b> MELE Associates provided professional and technical engineering services at the Navy Marine Corps Intranet (NMCI) sites in Hawaii, including Pearl Harbor, Ford Island, Camp Smith, and Kaneohe Bay, as well as facilities in Mechanicsburg, PA and Norfolk, VA to implement a wide range of work entailed by the planned transition to the NMCI end-to-end information system. This work began when MELE established a successful working relationship with EDS more than three years ago, initially as a second-tier subcontractor, and later as a first-tier subcontractor to EDS.</p> <p>The MELE Team's expertise on this project includes:</p> <ul style="list-style-type: none"> <li>• Professional and technical engineering services to provide site surveys</li> <li>• Development of preliminary designs</li> <li>• Deployment and installation of several hundred NMCI base infrastructure cabinets and other materials</li> </ul> <p>These services include advice and support on governmental policies, regulations, and compliance standards for both Inside Plant and Outside Plant Infrastructure, upgrades, Wide Area Network access and extensions. As-built CADD drawings are provided for all installations. Equipment cabinets meet</p>	

all specifications approved during the design stage. MELE personnel have surveyed more than 200 telecommunication facilities and distribution points at nine Hawaiian locations have been surveyed to implement the vision of EDS for this project.

**Describe Significant Achievements:** In addition to the site surveys and network designs in Hawaii, MELE, as a second-tier subcontractor to EDS, has conducted over 150 additional surveys at various military locations, primarily in the Tidewater, VA area. An important part of these surveys has been the provision of Quality Assurance oversight in the installation and implementation of the specifications. As a first-tier subcontractor to EDS, MELE provides several professional and technical staff to the Network Operations Center in Honolulu. A MELE Senior Systems Administrator and several additional systems administrators on various shifts provide services. Each of these staff members is processed for the required security requirements to perform the work. MELE Associates expects to provide the quality professional and technical services required by EDS for the full-implementation of the Navy Marine Corps Intranet.

### Description of Anticipated Facilities

<b>Functional Centers, Built Environments &amp; Infrastructure</b>			
<b>Description:</b>	<b>Benefit/Proposed Functions:</b>	<b>Approx. Square Feet</b>	<b>Approx. Acreage</b>
Center for Agriculture & Permaculture (Greenhouses, Barn/Warehouse, Fields & Edible landscaping)	A portfolio farm of organic foods, phyto-medicines and bio-fuel feedstock's. The organic crops will be utilized to feed community members and for the onsite organic restaurant. This will also serve as facility for agricultural education, training and certification, including permaculture design and farming, biofuel crops and processing, and ethno botanical and theme gardens that provide plants and herbs for health, healing, beauty and quality of life. There will also be demonstrations of integrated systems, roof top gardens, vertical gardens, hydroponics, seaponics and aquaponics.	32,000	13
Center for Living Technologies, Local Economy & The Regenerative Society	This center focuses on researching, developing, prototyping, demonstrating and teaching new "Living Technologies "in the areas of 1) water conservation, purification & healing, 2) energy efficiency & storage, 3) renewable energy generation, 4) increased organic crop yields and agricultural productivity, 5) organic and value-adding pest control, 6) utilization and upcycling of waste for energy, building materials and soil amendment, 7) soil & water remediation, 8) increasing supply efficiency, 9) reduction of greenhouse gasses, 10) ecosystemic & bio wellness, 11) seaponics, aquaponics and hydroponics	15,000	2
Center for the Study of Hawaiian and Other Native Land Use Practices	The Center will demonstrate how the Hawaiian ahupua'a concept of land use can provide guidance to land stewardship in the future. It will showcase the spiritual and natural forces that made this system successful. Other native wisdoms from around the world shall be integrated into the program for the Center, which will focus on the preservation, integration and evolution of the ahupua'a and other native wisdom. The Center will provide a platform for those philosophies that result in the thriving of people, animals, land, and ocean.	5,000	1
Optimal Wellness& Personal Development Center	Health and Natural Fitness, Hydrotherapy, Basketball, Volleyball & Water Sports, Diet & Nutrition, Counseling, Mindfulness/Yoga, Relationships, Embracing Diversity	23,000	0.05
Amphitheater, Stage and Park	Cultural events such as music, theatre, dance, drum circles, inspiring speakers, food fairs & community gatherings	5,000	2
Conference Facility	Multi-Purpose facility to hold larger indoor events such as workshops, local trade events, town-hall meetings, movies, performance art, trade shows, conferences and think tanks	22,000	1

**EXHIBIT " 6 "**

Youth Camp	Applied and practical education, experiences and gatherings focused on K-12 that provide youth an opportunity to engage with nature and society and develop skills that will help them transform the world, start eco-socially responsible companies and/or prepare themselves for meaningful work in the regenerative economy	6,000	1
Eco Social Entrepreneurial Center	Incubate, mentor and finance eco-social entrepreneurs and companies that provide economic, environmental and social benefits to the Islands and to society	14,000	0.5
Restaurant, Patio Dining & Teaching Kitchen	Focus on serving gourmet fresh, farm-to-fork, organic food, raw, vegetarian, Hawaiian, pacific rim cuisines, as well as functional foods & beverages, diet, nutrition and health and doing classes on healthy diet and cooking to improve the health of the local community	7,000	0.25
Campus/Retreat Accommodations	Providing accommodations for immersive experiences, extended stays for speakers, performers, teachers, students and workshop attendees	35,000	1
Caretakers & Workers Housing	Provide on-site location for caretakers and workers	24,000	0.5
Applied Education Center	Education, Certification and Capacity Building in all of the foregoing with a focus on providing practical experiences and skills that translate directly meaningful work, societal benefit and personal growth	9,000	0.25
Reception Center, Muscum & Retail	Provides a location for the public to learn about the center, its development process, its systems, schools, experiences, events, etc.	6,000	0.25
Administration	Executives and Project Management, General Administration	3,500	0.25
<b>TOTAL</b>		<b>206,500</b>	<b>23.5</b>

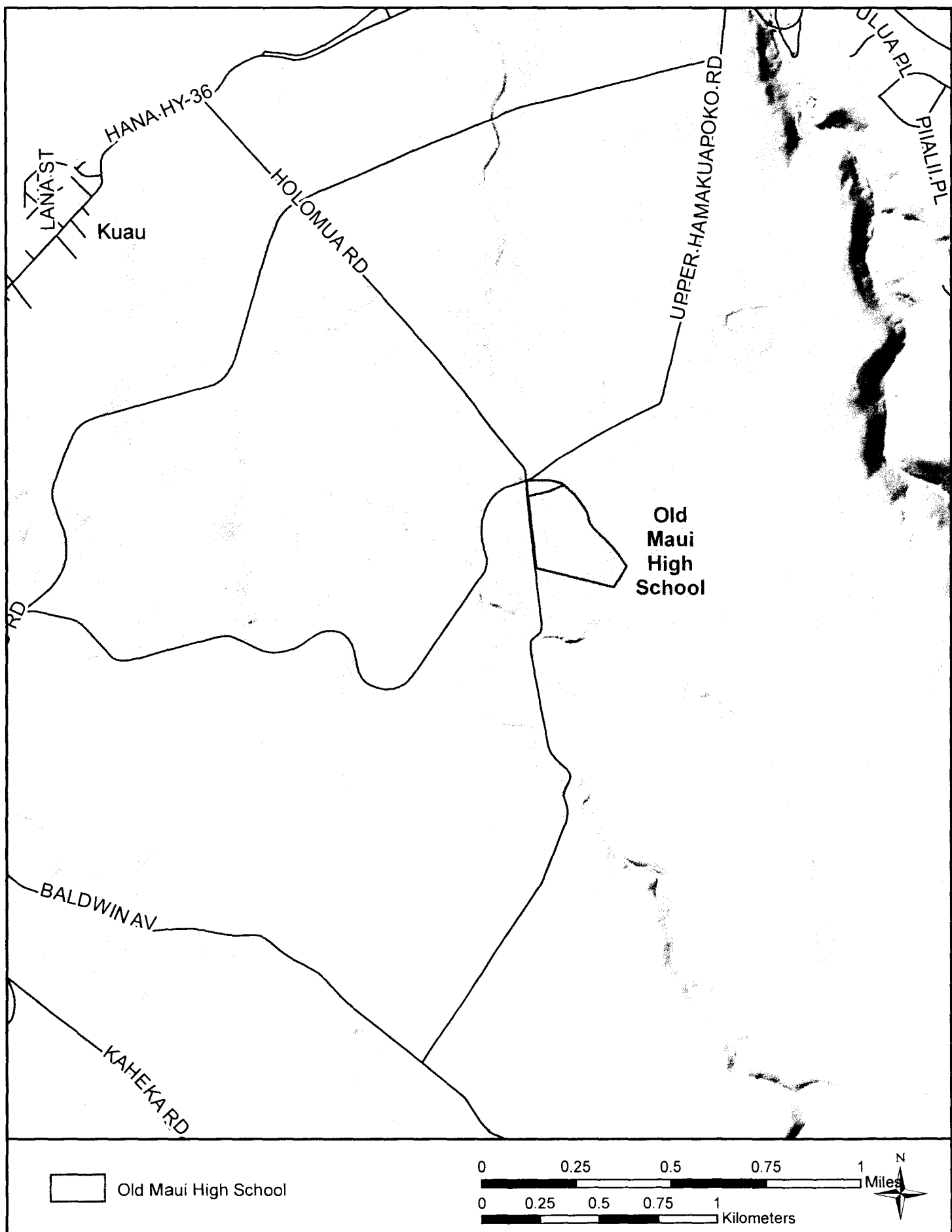
## PERFORMANCE MILESTONES

Lessee shall have the following "Performance Milestones" under the Lease, which Performance Milestones are subject to amendment, modification and supplement based upon Lessee's completion of all of its site investigations, studies and assessments, acts of force majeure and conditions or events beyond the reasonable control of Lessee.

Milestone	Date
Due Diligence Period	180 Days after the Effective Date of the Lease
Environmental Assessment	24 Months after the Effective Date of the Lease
Project Financing	5 Years after the Effective Date of the Lease
Rehabilitation, Repurposing or Construction Commencement	5 Years after the Effective Date of the Lease
Substantial Completion of Rehabilitation, Repurposing or Construction	5 Years after the Effective Date of the Lease
Commercial Operations Date	5 Years after the Effective Date of the Lease

Any applicable cure periods in the Lease shall be applied in order to provide Lessee a reasonable opportunity to cure.

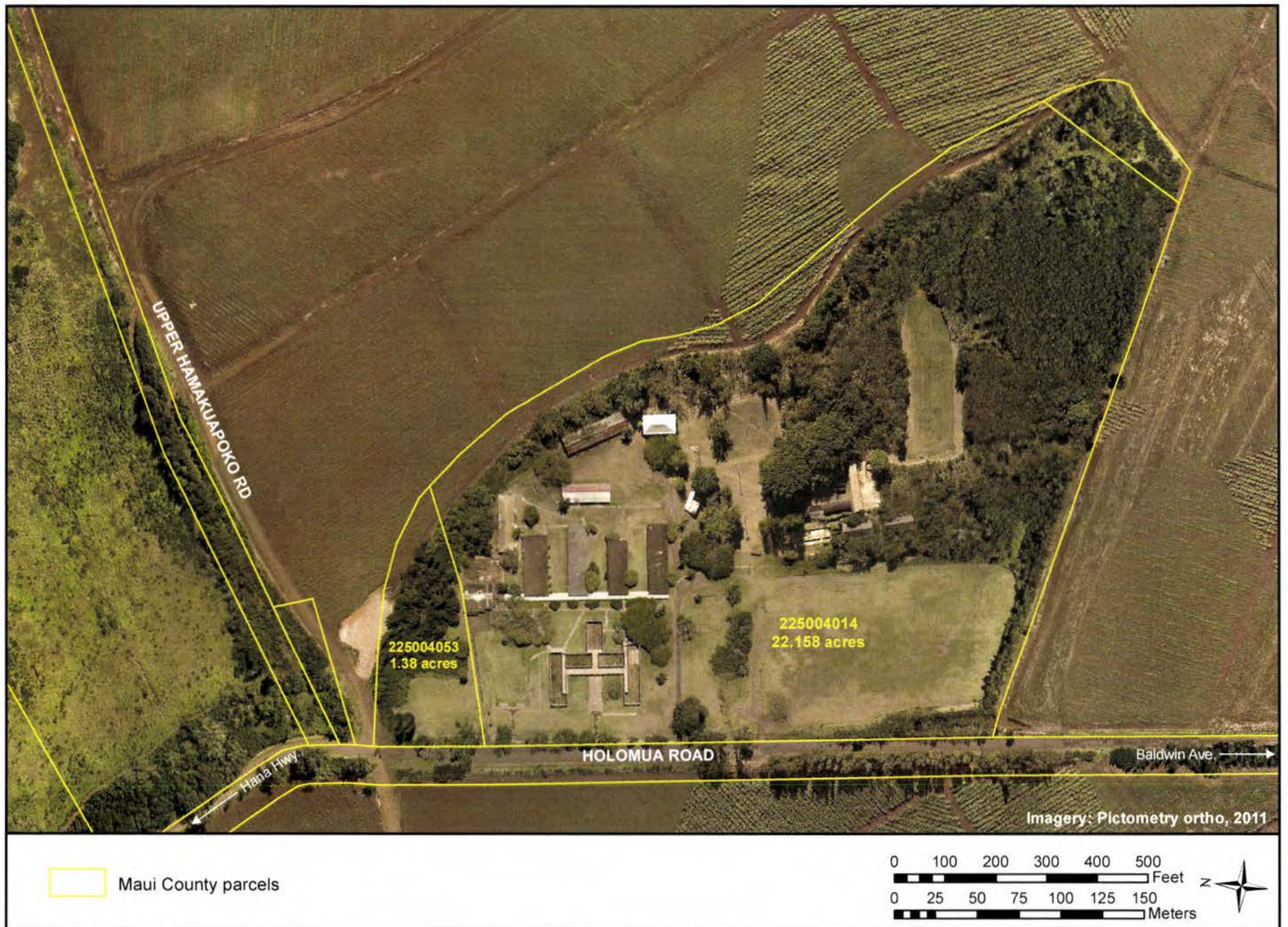
EXHIBIT " 7 "



Location Map

EXHIBIT " 8 "





Old Maui High School Campus



## STANDARD RESERVATIONS, COVENANTS, TERMS AND CONDITIONS

In consideration of the foregoing grant of a Lease to the Lessee, the Lessee herein agrees to the following reservations, covenants, terms and conditions. In the event any of the following conflict with any reservation, covenant, term or condition contained in the BODY of the Lease, the reservation, covenant, term or condition contained in said BODY shall prevail.

A. **RESERVATION OF RIGHTS; GRANT OF WATER RIGHTS FOR PERMITTED USES.** Lessee understands and agrees that the foregoing Lease is subject to Lessor's reservation of the following:

1. Minerals and Waters.

a. All minerals as hereinafter defined, in, on or under the Premises and the right, on Lessor's own behalf or through persons authorized by it, to prospect for, mine and remove such minerals and to occupy and use so much of the surface of the ground as may be required for all purposes reasonably extending to the mining and removal of such materials by any means whatsoever, including strip mining. "Minerals" as used herein, shall mean any or all oil, gas, coal, phosphate, sodium, sulphur, iron, titanium, gold, silver, bauxite, bauxitic clay, diaspore, boehmite, laterite, gibbsite, alumina, all ores of aluminum and, without limitation thereon, all other mineral substances and ore deposits, whether solid, gaseous or liquid, including all geothermal resources, in, on, or under the land, fast or submerged; provided that "minerals" shall not include sand, gravel, rock or other material suitable for use and used in general construction in furtherance of the Lessor's permitted activities on the Premises and not for sale to others.

b. All surface and ground waters appurtenant to the Premises and the right on its own behalf or through persons authorized by it, to capture, divert or impound the same and to occupy and use so much of the Premises as may be required to exercise this right, provided, however, Lessee shall have the exclusive right to catch, drill, pump, reserve, store and recycle all surface and ground waters appurtenant to the Premises required to engage in the permitted and authorized uses under the Lease. In the event Lessee plans and proceeds to develop a ground water well facility on the Premises pursuant to any and all State of Hawaii rules and regulations, Lessor shall cooperate with Lessee, and upon review of all related plans and specifications, will, reasonably and timely consent to any and all applications to be filed by Lessee, which consent will not be unreasonably withheld, conditioned or delayed.

2. Prehistoric and Historic Remains. All prehistoric and historic remains found on the Premises (excluding any existing historic structures existing on the Premises).

B. **COVENANTS, TERMS AND CONDITIONS.** Lessee herein covenants and agrees with Lessor as follows:

1. Payment of Rent. That the Lessee shall pay said rent to the Lessor at the times, in the manner and form aforesaid in legal tender of the United States of America.

EXHIBIT " 9 "

2. Taxes, Assessments, Etc. That the Lessee shall pay or cause to be paid, when due, the amount of all taxes, rates, assessments and other outgoings of every description as to which said Premises or any part thereof, or any improvements thereon, or the Lessor or Lessee in respect thereof, are now or may be assessed or become liable by authority of law during the term of this Lease; provided, however, that with respect to any assessment made under any betterment or improvement law which may be payable in installments, Lessee shall be required to pay only such installments, together with interest, as shall become due and payable during said term. Lessor shall provide Lessee an abatement of taxes, rates, assessments and other outgoings for the Premises for a minimum period of five (5) years from the Lease Commencement Date.

3. Utility Services. That the Lessee shall pay when due all charges, duties and rates of every description, including, to the extent applicable and provide by Lessor a political subdivision thereof, water, sewer, gas, refuse collection or any other charges, as to which said Premises, or any part thereof, or any improvements thereon or the Lessor or Lessee in respect thereof may during said term become liable, whether assessed to or payable by the Lessor or Lessee.

4. Covenant Against Discrimination. That the use and enjoyment of the Premises shall not be in support of any policy which discriminates against anyone based upon sex, sexual orientation, national origin, age, race, color, religion or disability.

5. Sanitation, Etc. The Lessee shall keep the Premises and improvements in a strictly clean, sanitary and orderly condition.

6. Waste and Unlawful, Improper or Offensive Use of Premises. That the Lessee shall not commit, suffer or permit to be committed any waste, nuisance, strip or unlawful, improper or offensive use of the Premises, or any part thereof, nor, without the prior written consent of the Lessor, cut down, remove or destroy, or suffer to be cut down, removed or destroyed, any trees now growing on the Premises.

7. Compliance with Laws. That the Lessee shall comply with all of the requirements of all municipal, state, and federal authorities and observe all municipal, state and federal laws pertaining to the said Premises, now in force or which may hereinafter be in force. However, this Lease is excluded from the Residential Landlord-Tenant code, pursuant to Hawaii Revised Statutes §521-7(1).

8. Inspection of Premises. Upon forty-eight (48) hours prior written notice, Lessee will permit the Lessor and its agents, at all reasonable times during the said Term, to enter the Premises and examine the state of repair and condition thereof.

9. Liens. That the Lessee will not commit or suffer any act to neglect whereby the real property comprising the Premises shall become subject to any attachment, lien, charge or encumbrance whatsoever, except as hereinafter provided, and shall indemnify and hold harmless the Lessor from and against all attachments, liens, charges and encumbrances and all expenses resulting therefrom.

10. Indemnity. That the Lessee will defend, indemnify and hold the Lessor harmless from and against any claim or demand for loss, liability or damage, including claims for property damage, personal injury or death, arising out of any accident on the Premises and sidewalks and roadways adjacent thereto or occasioned by any act or nuisance made or suffered on the Premises, or by any fire thereon, or growing out of or caused by any failure on the part of the Lessee to maintain the Premises in a safe condition, or by any act or omission of the Lessee, and from and against all action, suits, damages and claims by whomsoever brought or made by reason

of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments, arising on or after the Lease Commencement Date. Notwithstanding any provision in this Lease to the contrary, Lessee shall incur no loss or liability for any action, suits, damages and claims by whomsoever brought or made by any reason arising prior to the Lease Commencement Date, and nothing herein shall be deemed a waiver of any rights or remedies available at law or in equity.

11. Costs of Litigation. That in case the Lessor shall, without any fault on its part or for any act arising prior to the Lease Commencement Date, be made a party to any litigation commenced by or against the Lessee (other than condemnation proceedings), the Lessee agrees and covenants to pay all costs and expenses incurred by or imposed on the Lessor; furthermore, the Lessee shall and will pay all costs and expenses which may be incurred by or paid by the Lessor in enforcing the covenants and agreements of this Lease, in recovering possession of the Premises or in the collection of delinquent rental, taxes and any and all other charges; provided, however, this provision shall not be applicable to any gross negligence or willful misconduct of Lessor.

12. Liability Insurance. In order to protect itself as well as the Lessor under the indemnification agreement set forth above, the Lessee shall obtain, pay for, and keep in force throughout the period of this Lease, beginning upon the Lease Commencement Date, comprehensive liability insurance issued by an insurance company (the "Carrier") authorized to do business in the State of Hawaii (an "Admitted Carrier"), or by a company not authorized to do business in the State of Hawaii (a "Non-Admitted Carrier") only through a general insurance agent or broker Licensed in the State of Hawaii. The Carrier shall be rated no less than "A-" as established by "AM Best" or "Standard & Poor" ratings. The insurance policy, as evidenced by issuance of a "Policy Endorsement", shall name the Lessor, its officers, employees and agents, and shall include a duty to defend the Lessor, its officers, employees and agents against any loss, liability, claims, and demands for injury or damage, including but not limited to, claims for property damage, personal injury, or wrongful death, arising out of, or in connection with Lessee's use, possession and activities associated with this Lease. Unless otherwise agreed to by the Lessor, through the joint decision and discretion of the Director of Economic Development and the Director of the Department of Finance, the insurance policy shall contain the following minimum requirements:

- a. No less than a Combined Single Limit ("CSL") of liability coverage of \$1,000,000;
- b. No erosion of limit by payment of defense costs; and
- c. Minimum annual aggregate limit of \$2,000,000.

Prior to or upon execution of this Lease, Lessee shall furnish the Lessor with a copy of the insurance policy certificate together with the required endorsements verifying such insurance coverage. If the scheduled expiration date of a current insurance policy is sooner than the specified termination date of this Lease, the Lessee shall, upon renewal of the insurance policy, provide the Lessor with a copy of the renewed insurance policy certificate together with the required endorsements. Unless waived by the Lessor, the insurance policy shall expressly state that the coverage provided under such policy shall not be cancelled or terminated, unless the Carrier has first given the Lessor thirty (30) calendar days prior written notice of the intended cancellation or termination.

13. Fire Insurance. That the Lessee will, at its own expense, at all times during the term of this Lease, commencing upon the Lease Commencement Date, keep insured all buildings

and improvements erected on the land hereby demised in the joint names of Lessor, Lessee and Mortgagee, if any, as their interest may appear, against loss or damage by fire including perils specified in the extended coverage endorsement and in an amount equal to the replacement value of said buildings and improvements, and will pay the premiums thereon at the time and place the same are payable; that the policy or policies of insurance shall be issued by a company authorized to do business in the State of Hawaii, and be made payable in case of loss to the Lessor, Lessee and Mortgagee, if any, as their interests may appear, and shall be deposited with the Lessor, through its Director of Finance; and that any proceeds derived therefrom in the event of total or partial loss shall be immediately available to, and as soon as reasonably possible, be used by the Lessee for rebuilding, repairing, or otherwise reinstalling the same buildings and improvements in a good and substantial manner according to the plans and specifications approved in writing by the Lessor, through its Director of Economic Development.

If the scheduled expiration date of an existing policy is sooner than the specified termination date of this Lease, the Lessee shall, upon renewal of the policy, furnish the Lessor with a copy of the renewed insurance policy. The policy shall expressly state that such policy shall not be cancelled unless the insurer has first given Lessor, through its Director of Finance, sixty (60) calendar days written prior notice of its proposed cancellation.

14. Repair and Maintenance. Lessee will at its own expense and in its sole expense and discretion, subject to use permits, improve and maintain the improvements on the Premises; provided, however, the foregoing covenant is subject to the rights of Lessee to construct, repair or demolish improvements on the Premises, to the extent permitted under law. Subject to any and all applicable planning requirements, it is Lessee's intention to refurbish, repurpose and potentially demolish existing improvements and construct new improvements on the Premises. Except for any willful violations of applicable planning requirements, Lessee therefore will not be liable to Lessor for the demolition and removal of buildings, infrastructure, facilities and structures existing on the Premises.

15. Breach. That time is of the essence of this agreement and if the Lessee shall fail to pay such rent or any part thereof at the times and in the manner aforesaid within thirty (30) days after delivery by the Lessor of a written notice of such breach or default, or if the Lessee shall become bankrupt, or shall abandon the said Premises, or if this Lease and said Premises shall be attached or otherwise be taken by operation of law, or if any assignments be made of the Lessee's property for the benefit of creditors, or shall fail to observe and perform any of the covenants, terms and conditions herein contained and on its part to be observed and performed, and such failure shall continue for a period of more than thirty (30) days after delivery by the Lessor of a written notice of such breach or default, by personal service, registered mail or certified mail to the Lessee at its last known address and to each mortgagee or holder of record having a security interest in the Premises, the Lessor may at once re-enter the Premises or any part thereof, and upon or without such entry, at its option, terminate this Lease without prejudice to any other remedy or right of action for arrears of rent or for any preceding or other breach of contract; and in the event of such termination, all buildings and improvements thereon shall remain and become the property of the Lessor; furthermore, Lessor shall retain all rent paid in advance as damages.

16. Funding of Improvements. The Lessee shall be solely responsible for the funding of its improvements, maintenance, and operation of the Premises and shall hold the Lessor harmless from any and all claims whatsoever arising in connection with said activities.

17. Condemnation. If at any time, during the term of this Lease, any portion of the Premises should be condemned, or required for public purposes by the State of Hawaii or the United States, the rental shall be reduced in proportion to the value of the portion of the Premises

condemned. The Lessee shall be entitled to receive from the condemning authority:

a. The value of growing crops, if any, which Lessee is not permitted to harvest;  
and

b. The fair market value of the Lessee's permanent improvements and businesses so taken or interrupted in the proportion that it bears to the unexpired term of the Lease; provided, that the Lessee may, in the alternative, remove and relocate its improvements to the remainder of the lands occupied by the Lessee. The Lessee shall not by reason of the condemnation be entitled to any claim against the Lessor for condemnation or indemnity for its Lease to occupy and all compensation payable or to be paid for or on account of the Lease to occupy and all compensation payable or to be paid for or on account of the Lease to occupy by reason of the condemnation shall be payable to and be the sole property of the Lessor. The foregoing rights of the Lessee shall not be exclusive of any other to which Lessee may be entitled by law. Where the portion taken renders the remainder unsuitable for the use or uses for which the land was demised, the Lessee shall have the option to surrender this Lease and be discharged and relieved from any further liability therefor; provided, that Lessee may remove the permanent improvements constructed, erected and placed by it within such reasonable period as may be allowed by the Lessor.

18. Right to Enter. The Lessor and the agents or representatives thereof shall have the right to enter and cross any portion of said Leased land for the purpose of performing any public or official duties; provided, however, in the exercise of such rights, the Lessor shall not interfere unreasonably with the Lessee or Lessee's use and enjoyment of the Premises.

19. Acceptance of Rent Not a Waiver. That the acceptance of rent by the Lessor shall not be deemed a waiver of any breach by the Lessee of any term, covenant or condition of this Lease, nor of the Lessor's right to re-entry for breach of covenant, nor of the Lessor's right to declare and enforce a forfeiture for any such breach, and the failure of the Lessor to insist upon strict performance of any such term, covenant or condition, or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver or relinquishment of any such term, covenant, condition or option.

20. Extension of Time. That notwithstanding any provision contained herein to the contrary, wherever applicable, the Lessor may for good cause shown, allow additional time beyond the time or times specified herein to the Lessee, in which to comply, observe and perform any of the terms, conditions and covenants contained herein; provided, however, that this provision shall not be construed to permit any extension of the initial term of this Lease.

21. Justification of Sureties. Such bonds as may be required herein shall be supported by the obligation of a corporate surety organized for the purpose of being a surety and qualified to do business as such in the State of Hawaii, or by not less than two personal sureties, corporate or individual, for which justification shall be filed as provided in section 78-20, Hawaii Revised Statutes; provided, however, the Lessee may furnish a bond in like amount, conditioned as aforesaid, executed by it alone as obligor, if, in lieu of any surety or sureties, it shall also furnish and at all times thereafter keep and maintain on deposit with the Lessor security in certified checks, certificates of deposit (payable on demand or after such period as the Lessor may stipulate), bonds, stocks or other negotiable securities properly endorsed, or execute and deliver to said Lessor a deed or deeds of trust of real property, all of such character as shall be satisfactory to said Lessor and valued in the aggregate at not less than the principal amount of said bond. It is agreed that the value at which any securities may be accepted and at any time thereafter held by the Lessor under the foregoing provision shall be determined by the Lessor,

and the Lessee may, with the approval of the Lessor, exchange other securities or money for any of the deposited securities or money and shall be at least equal in value to those withdrawn. It is further agreed that substitution of sureties or the substitution of a deposit of security for the obligation of a surety or sureties may be made by the Lessee, but only upon the written consent of the Lessor and that until such consent be granted, which shall be discretionary with the Lessor, no surety shall be released or relieved from any obligation hereunder.

22. Quiet Enjoyment. The Lessor hereby covenants and agrees with the Lessee that upon payment of said rent at the times and in the manner aforesaid and the observance and performance of the covenants, terms and conditions hereof on the part of the Lessee to be observed and performed, the Lessee shall and may have, hold, possess and enjoy the Premises for the term hereby Leased, without hindrance or interruption by the Lessor or any other person or persons lawfully claiming by, through or under it, unless the Lease is revoked in accordance with the terms and provisions contained herein.

23. Surrender. That the Lessee shall, at the end of said term or other sooner termination of this Lease, peaceably deliver unto the Lessor possession of the Premises, together with all improvements existing or constructed thereon unless provided otherwise. Furthermore, upon the expiration, termination and/or revocation of this Lease, should the Lessee fail to remove any and all of Lessee's personal property from the Premises, the Lessor may remove any and all such personal property from the Premises and place said property in storage at the cost and expense of Lessee, and the Lessee does hereby agree to pay all costs and expenses for removal and storage of such personal property. In the event that this Lease is terminated for other than an Event of Default by Lessee, Lessee shall have any and all remedies available under law and at equity.

24. Non-Warranty. The Lessor does not warrant the Premises, any or all existing improvements on the Premises, or the condition of said improvements to be satisfactory or fit for any specific or particular purpose, the same being herein Leased in its existing "as is" condition.

25. Improvements. Lessee shall have the rights under the Lease to construct, alter, rehabilitate, repair, install, demolish or otherwise dispose of the improvements on the Premises, to the extent permitted under applicable planning requirements. The Lessee shall be solely responsible for the funding of any and all approved improvements to the Premises together with any bonds and/or sureties as determined and required by Lessor, and further, shall defend, indemnify and hold Lessor harmless from and against any and all claims whatsoever arising in connection with the construction, placement, maintenance, alteration and/or installation of such improvements.

26. Leasehold Mortgagee Protections; Right to Encumber.

a. Definitions.

- i. For purposes of this Lease, the term "mortgage" shall include whatever security instruments are used in the State of Hawaii, such as, without limitation, deeds of trust, security deeds, and conditional deeds. The term "mortgage" shall also include any instruments required in connection with a sale-leaseback transaction. The term "mortgagee" shall include the holder of the secured position under each of the foregoing types of instruments, including but not limited to the beneficiary under a deed of trust, a holder of a mortgage, the secured party under a security agreement and the lessor (or

sublessor, to the extent applicable) in a sale-leaseback transaction.

- ii. For purposes of this Lease, the term "**Leasehold Mortgage**" means a conveyance of a security interest in this Lease and all of Lessee's interests in the Premises and improvements thereon (collectively referred to as "**Lessee's Leasehold Interests**") to a lender (a "**Leasehold Mortgagee**") or the conveyance of Lessee's Leasehold Interests and any other interest of Lessee to the Leasehold Mortgagee or its assignee in connection with a foreclosure or a deed in lieu of foreclosure of such loan.
- iii. For purposes of this Lease, the terms "**Permitted Leasehold Mortgage**" and "**Permitted Leasehold Mortgagee**" shall mean, respectively, a Leasehold Mortgage and a Leasehold Mortgagee, approved in writing by Lessor, and such approval shall not be unreasonably withheld or delayed.

b. Lessee's Right to Encumber.

- i. At any time and from time to time during the Term, notwithstanding anything contained in this Lease to the contrary, Lessee shall have the right to enter into a Leasehold Mortgage upon and subject to each and all of the following terms and conditions, subject to the reasonable consent of Lessor which consent shall not be unreasonably withheld. Lessee shall provide to Lessor a written request for Lessor's approval of any Leasehold Mortgage, along with copies of proposed loan documents, no fewer than 30 days prior to the effective date of such Leasehold Mortgage. Lessor shall use its best efforts to respond in writing no later than 15 days from the date of Lessee's written request (and receipt of proposed loan documents).
- ii. The Leasehold Mortgage may cover all of Lessee's interest in the Lease, the Premises and the Improvements and shall cover no interest in any other real property other than Lessee's.
- iii. The Leasehold Mortgage shall be without subordination of the fee simple title of the Premises.
- iv. No such Leasehold Mortgage shall be binding upon Lessor in the enforcement of its rights and remedies herein, unless and until Lessee (or a Leasehold Mortgagee) delivers or causes to be delivered to Lessor a certified copy of the fully executed original Leasehold Mortgage bearing the date and recording information and a certified copy of the original note secured by the Leasehold Mortgage, together with written notice of the address of the Leasehold Mortgagee to which notices may be sent. In the event of an assignment of such Leasehold Mortgage, such assignment shall not be binding upon Lessor unless and until a certified copy thereof, bearing the date and recording information together with written notice of the address of the assignee thereof to which notices may

be sent, have been delivered to Lessor.

All rights acquired by the Leasehold Mortgagee under the Leasehold Mortgage shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights of Lessor hereunder. Except as otherwise set forth in this Lease, Lessor shall not be deemed to waive any covenants, conditions and restrictions contained in this Lease by reason of Lessee's grant of a Leasehold Mortgage. Notwithstanding any foreclosure of any Leasehold Mortgage, Lessee shall remain liable for the performance of all of the terms, covenants and conditions of this Lease which by the terms hereof are to be carried out and performed by Lessee. No extension, nor modification, change or amendment to a material financing term of a Leasehold Mortgage shall be effective, or binding upon Lessor, unless and until approved by Lessor, which approval shall be granted so long as such extension or material modification, change or amendment satisfies the applicable requirements of paragraphs (i) through (iv), above.

- c. Lessor's Right To Cure Defaults. In the event of a default or breach by Lessee of any Permitted Leasehold Mortgage, Lessee and Permitted Leasehold Mortgagee shall be obligated to provide notice to Lessor of such breach, and Lessor shall have the right to cure the default. In such event, Lessor shall be entitled to reimbursement by Lessee of all costs and expenses incurred by Lessor in curing the default, with interest at the highest rate permitted by law, as Additional Rents (collectively, "**Lessor's Cure Payments**"), provided in the event of a subsequent foreclosure of a Permitted Leasehold Mortgage, the party acquiring the Lessee's Leasehold Interests shall not be obligated to pay Lessor any of Lessor's Cure Payments, provided further that Lessee shall continue to be personally liable to repay Lessor any Lessor's Cure Payments.
- d. Rights Of Permitted Leasehold Mortgagee: If Lessee and/or Lessee's successors and assigns (including, but not limited to, any sublessee of Lessee) shall mortgage its interest in this Lease and the Lessee's Leasehold Interests, or any part or parts thereof as permitted by this Section, the following provisions shall apply:
  - i. Amendment. If required by Permitted Leasehold Mortgagee, there shall be no amendment or modification of this Lease either by unilateral action of Lessor or Lessee, or by joint action of Lessor and Lessee without the prior consent in writing of any Permitted Leasehold Mortgagee.
  - ii. Right to Notice of Default. Lessor shall, upon serving Lessee with any notice of default, simultaneously serve a copy of the notice of default upon any Permitted Leasehold Mortgagee.
  - iii. Right to Cure. Any Permitted Leasehold Mortgagee shall have the right, but not the obligation, at any time prior to termination of this Lease, to pay all of the rents due hereunder, to effect any insurance, to pay any taxes or assessments, to make any repairs or improvements, to do any other act or thing required of Lessee hereunder, and to do any act or thing which may be necessary and proper to be done in the performance and observance of the agreements, covenants and conditions hereof to prevent termination of this Lease. Any Permitted Leasehold Mortgagee and its agents and contractors shall have full access to the Premises for



purposes of accomplishing any of the foregoing. Any of the foregoing done by any Permitted Leasehold Mortgagee shall be as effective to prevent a termination of this Lease as the same would have been if done by Lessee.

- iv. Additional Cure Period. Anything contained in this Lease notwithstanding, if any default shall occur which, pursuant to any provision of this Lease, purportedly entitles Lessor to terminate this Lease, prior to terminating the Lease or taking any action to that disturbs the rights of possession of Lessee and/or any subtenants. Lessor shall provide Lessee and the Permitted Leasehold Mortgagee a thirty (30) day written notice within which Lessee shall be permitted to cure the default within a reasonable time (but in no event later than ninety (90) days after receipt of the notice of default under this Lease). The notice shall provide that Lessee or Permitted Leasehold Mortgagee either (1) cure the default if the same can be cured by the Lessee or the Leasehold Mortgagee or its receiver, including by the expenditure of money, or (2) if the default or breach is not so curable, commence, or cause any trustee under the relevant Permitted Leasehold Mortgage to commence, and thereafter to diligently pursue to completion, a cure of such default, including, without limitation, a foreclosure of the relevant Permitted Leasehold Mortgage; and perform or cause the performance of all of the covenants and conditions of Lessee under this Lease able to be performed by the Leasehold Mortgagee or its receiver, including by the expenditure of money until such time as the leasehold shall be sold upon foreclosure pursuant to the relevant Permitted Leasehold Mortgage, or shall be released or reconveyed thereunder, or shall be transferred upon judicial foreclosure or by deed or assignment in lieu of foreclosure.
- v. Condition of Termination. Any right of Lessor to terminate this Lease as the result of the occurrence of any default shall be subject to, and conditioned upon: (1) Lessor having first given to each Permitted Leasehold Mortgagee written notice of the default, and (2) each Lessee and/or Permitted Leasehold Mortgagee having failed to remedy such default or acquire Lessee's leasehold estate hereunder or commence foreclosure or other appropriate proceedings in the nature thereof as set forth in this Lease.
- vi. Suspension of Cure Period. If any Permitted Leasehold Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court, or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Lessee, the times specified in paragraph (d) above, for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition, so long as the Permitted Leasehold Mortgagee shall have fully cured any default of Lessee under this Lease and shall continue to cause compliance with other Lease terms as and when required, subject to any

applicable notice and grace periods.

- vii. Loss Payable Endorsement. Lessor and Lessee agree that the name of the Permitted Leasehold Mortgage shall, at its request, be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Lessee under this Lease, and any insurance proceeds are to be applied in the manner specified in the relevant Permitted Leasehold Mortgage.
- viii. No Consent Required to Foreclosure. Notwithstanding anything contained in this Lease to the contrary, foreclosure of any Permitted Leasehold Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the Permitted Leasehold Mortgage, or any conveyance of the Lessee's Leasehold Interests hereunder from Lessee to any Leasehold Mortgagee or its designee through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall not require the consent of Lessor or constitute a breach of any provision of or a default under this Lease, and upon such foreclosure, sale or conveyance, Lessor shall recognize in writing the purchaser or other transferee referred to in the preceding sentence in connection therewith as the Lessee hereunder.
- viii. Proceeds of Insurance and Condemnation. The proceeds from any insurance policies or arising from a condemnation award to Lessee shall be paid to and held by the Permitted Leasehold Mortgagee of highest priority and distributed pursuant to the provisions of the relevant Permitted Leasehold Mortgage, and the Permitted Leasehold Mortgagee may reserve the right to apply to the mortgagee debt (in the order of priority) all, or any part, of the proceeds not used to repair or restore the Premises and the Improvements.
- ix. Notice of Proceedings. The parties hereto shall give to any Permitted Leasehold Mortgagee notice of any arbitration proceedings or condemnation proceedings involving Lessee's Leasehold Interests, or of any pending adjustment of insurance claims, and any Permitted Leasehold Mortgagee shall have the right to intervene therein and shall be made a party to such proceedings. The parties hereto do hereby consent to such intervention. In the event that any Permitted Leasehold Mortgagee shall not elect to intervene or become a party to the proceedings, that Permitted Leasehold Mortgagee shall receive notice and a copy of any award or decision made in connection therewith.
- xi. Further Protections. Lessor and Lessee shall cooperate in adding to this Lease, by suitable amendment from time to time or a separate instrument acknowledged by Lessor, any provision which may be reasonably requested by any proposed Permitted Leasehold Mortgagee for the purpose of implementing the mortgagee-protection provisions contained in this and allowing

such Permitted Leasehold Mortgagee reasonable means to protect or preserve the lien of its Leasehold Mortgage upon the occurrence of a default under the terms of this Lease. Lessor and Lessee each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that no such amendment shall in any way affect the Term or rent under this Lease or rent and occupancy restrictions under the Regulatory Agreement unless agreed to by Lessor in its sole and absolute discretion, nor otherwise in any material respect adversely affect any rights of Lessor under this Lease.

- xii. Additional Agreement. Lessor shall, upon request, execute, acknowledge and deliver to a Permitted Leasehold Mortgagee, an agreement prepared by such Permitted Leasehold Mortgagee and reviewed by Lessor at the sole cost and expense of Lessee, in form satisfactory to such Permitted Leasehold Mortgagee, among Lessor, Lessee and the Permitted Leasehold Mortgagee, agreeing to all of the provisions of this Lease.
- xiii. Notice. If Lessee and/or Lessee's successors and assigns shall mortgage its interest in this Lease or the Lessee's Leasehold Interests, or any part or parts thereof, Lessee shall send or cause to be sent to Lessor a true copy thereof, together with written notice specifying the name and address of the Leasehold Mortgagee(s) and the pertinent recording data with respect to such Leasehold Mortgage(s).
- xiv. Approval of Modifications. Lessor shall approve reasonable modifications to the terms of this Lease which are reasonably requested by a proposed Leasehold Mortgagee as a condition of financing contemplated by the Regulatory Agreement and this Lease, and which the Lessor determines, in his sole discretion, will not adversely affect Lessor's rights.

e. Restriction On Encumbrance By Lessor; Quiet Enjoyment. Lessor shall not mortgage or otherwise encumber its interest in the Premises (referred to as a "Fee Mortgage") without the prior written consent of Lessee, which Lessee may withhold in its sole discretion. Any Fee Mortgage, including amendments thereto, shall be subordinated to this Lease and shall, in the event of a foreclosure of the Fee Mortgage, be obligated to recognize the rights of Lessee under this Lease, and the holder of any Fee Mortgage shall be obligated to execute, acknowledge and deliver to Lessee a statement confirming such subordination from time-to-time. Absent an uncured default by Lessee, Lessor agrees not to disturb the possession, interest or quiet enjoyment of Lessee in the Premises for any reason, or in a manner which would materially adversely affect any Permitted Leasehold Mortgage.

27. Definitions. As used herein, unless clearly repugnant to the context:

a. "Lessee" shall mean and include the Lessee named herein, its heirs, devisees, personal representatives, successors or any permitted assigns, according to the context thereof.

b. "Lessor" shall mean and include the County of Maui, its officers, agents and assigns. Unless otherwise indicated, wherever the prior written consent or approval of the "Lessor" is required in this Lease, such consent or approval shall include, but is not limited to, the consent or approval of the Mayor, the Director of Finance, and, where applicable, the Directors of Housing and Human Concerns, Parks and Recreation, or Economic Development.

c. "Premises" shall be deemed to include the land hereby Leased and all buildings and improvements now or hereinafter constructed and installed thereon.

d. "Waste" shall be deemed to include, but not limited to:

Permitting the Premises or any portion thereof to become unduly eroded and/or failure to take proper precautions or make reasonable effort to prevent or correct same;

Permitting any material increase in weeds in uncultivated portions thereof; and

Failure to employ all of the usable portions of the Premises.

### Description of Anticipated Facilities

<b>Functional Centers, Built Environments &amp; Infrastructure</b>			
<b>Description:</b>	<b>Benefit/Proposed Functions:</b>	<b>Approx. Square Feet</b>	<b>Approx. Acreage</b>
Center for Agriculture & Permaculture (Greenhouses, Barn/Warehouse, Fields & Edible landscaping)	A portfolio farm of organic foods, phyto-medicines and bio-fuel feedstock's. The organic crops will be utilized to feed community members and for the onsite organic restaurant. This will also serve as facility for agricultural education, training and certification, including permaculture design and farming, biofuel crops and processing, and ethno botanical and theme gardens that provide plants and herbs for health, healing, beauty and quality of life. There will also be demonstrations of integrated systems, roof top gardens, vertical gardens, hydroponics, seaponics and aquaponics.	32,000	13
Center for Living Technologies, Local Economy & The Regenerative Society	This center focuses on researching, developing, prototyping, demonstrating and teaching new "Living Technologies "in the areas of 1) water conservation, purification & healing, 2) energy efficiency & storage, 3) renewable energy generation, 4) increased organic crop yields and agricultural productivity, 5) organic and value-adding pest control, 6) utilization and upcycling of waste for energy, building materials and soil amendment, 7) soil & water remediation, 8) increasing supply efficiency, 9) reduction of greenhouse gasses, 10) ecosystemic & bio wellness, 11) seaponics, aquaponics and hydroponics	15,000	2
Center for the Study of Hawaiian and Other Native Land Use Practices	The Center will demonstrate how the Hawaiian ahupua'a concept of land use can provide guidance to land stewardship in the future. It will showcase the spiritual and natural forces that made this system successful. Other native wisdoms from around the world shall be integrated into the program for the Center, which will focus on the preservation, integration and evolution of the ahupua'a and other native wisdom. The Center will provide a platform for those philosophies that result in the thriving of people, animals, land, and ocean.	5,000	1
Optimal Wellness & Personal Development Center	Health and Natural Fitness, Hydrotherapy, Basketball, Volleyball & Water Sports, Diet & Nutrition, Counseling, Mindfulness/Yoga, Relationships, Embracing Diversity	23,000	0.05
Amphitheater, Stage and Park	Cultural events such as music, theatre, dance, drum circles, inspiring speakers, food fairs & community gatherings	5,000	2
Conference Facility	Multi-Purpose facility to hold larger indoor events such as workshops, local trade events, town-hall meetings, movies, performance art, trade shows, conferences and think tanks	22,000	1

**EXHIBIT " 6 "**

Youth Camp	Applied and practical education, experiences and gatherings focused on K-12 that provide youth an opportunity to engage with nature and society and develop skills that will help them transform the world, start eco-socially responsible companies and/or prepare themselves for meaningful work in the regenerative economy	6,000	1
Eco Social Entrepreneurial Center	Incubate, mentor and finance eco-social entrepreneurs and companies that provide economic, environmental and social benefits to the Islands and to society	14,000	0.5
Restaurant, Patio Dining & Teaching Kitchen	Focus on serving gourmet fresh, farm-to-fork, organic food, raw, vegetarian, Hawaiian, pacific rim cuisines, as well as functional foods & beverages, diet, nutrition and health and doing classes on healthy diet and cooking to improve the health of the local community	7,000	0.25
Campus/Retreat Accommodations	Providing accommodations for immersive experiences, extended stays for speakers, performers, teachers, students and workshop attendees	35,000	1
Caretakers & Workers Housing	Provide on-site location for caretakers and workers	24,000	0.5
Applied Education Center	Education, Certification and Capacity Building in all of the foregoing with a focus on providing practical experiences and skills that translate directly meaningful work, societal benefit and personal growth	9,000	0.25
Reception Center, Museum & Retail	Provides a location for the public to learn about the center, its development process, its systems, schools, experiences, events, etc.	6,000	0.25
Administration	Executives and Project Management, General Administration	3,500	0.25
<b>TOTAL</b>		206,500	23.5

## PERFORMANCE MILESTONES

Lessee shall have the following "Performance Milestones" under the Lease, which Performance Milestones are subject to amendment, modification and supplement based upon Lessee's completion of all of its site investigations, studies and assessments, acts of force majeure and conditions or events beyond the reasonable control of Lessee.

Milestone	Date
Due Diligence Period	180 Days after the Effective Date of the Lease
Environmental Assessment	24 Months after the Effective Date of the Lease
Project Financing	5 Years after the Effective Date of the Lease
Rehabilitation, Repurposing or Construction Commencement	5 Years after the Effective Date of the Lease
Substantial Completion of Rehabilitation, Repurposing or Construction	5 Years after the Effective Date of the Lease
Commercial Operations Date	5 Years after the Effective Date of the Lease

Any applicable cure periods in the Lease shall be applied in order to provide Lessee a reasonable opportunity to cure.

EXHIBIT " 7 "

## STANDARD RESERVATIONS, COVENANTS, TERMS AND CONDITIONS

In consideration of the foregoing grant of a Lease to the Lessee, the Lessee herein agrees to the following reservations, covenants, terms and conditions. In the event any of the following conflict with any reservation, covenant, term or condition contained in the BODY of the Lease, the reservation, covenant, term or condition contained in said BODY shall prevail.

### A. **RESERVATION OF RIGHTS; GRANT OF WATER RIGHTS FOR PERMITTED USES.**

Lessee understands and agrees that the foregoing Lease is subject to Lessor's reservation of the following:

#### 1. Minerals and Waters.

a. All minerals as hereinafter defined, in, on or under the Premises and the right, on Lessor's own behalf or through persons authorized by it, to prospect for, mine and remove such minerals and to occupy and use so much of the surface of the ground as may be required for all purposes reasonably extending to the mining and removal of such materials by any means whatsoever, including strip mining. "Minerals" as used herein, shall mean any or all oil, gas, coal, phosphate, sodium, sulphur, iron, titanium, gold, silver, bauxite, bauxitic clay, diaspore, boehmite, laterite, gibbsite, alumina, all ores of aluminum and, without limitation thereon, all other mineral substances and ore deposits, whether solid, gaseous or liquid, including all geothermal resources, in, on, or under the land, fast or submerged, provided that "minerals" shall not include sand, gravel, rock or other material suitable for use and used in general construction in furtherance of the Lessor's permitted activities on the Premises and not for sale to others.

b. All surface and ground waters appurtenant to the Premises and the right on its own behalf or through persons authorized by it, to capture, divert or impound the same and to occupy and use so much of the Premises as may be required to exercise this right, provided, however, Lessee shall have the exclusive right to catch, drill, pump, reserve, store and recycle all surface and ground waters appurtenant to the Premises required to engage in the permitted and authorized uses under the Lease. In the event Lessee plans and proceeds to develop a ground water well facility on the Premises pursuant to any and all State of Hawaii rules and regulations, Lessor shall cooperate with Lessee, and upon review of all related plans and specifications, will, reasonably and timely consent to any and all applications to be filed by Lessee, which consent will not be unreasonably withheld, conditioned or delayed.

2. Prehistoric and Historic Remains. All prehistoric and historic remains found on the Premises (excluding any existing historic structures existing on the Premises).

### B. **COVENANTS, TERMS AND CONDITIONS.** Lessee herein covenants and agrees with Lessor as follows:

1. Payment of Rent. That the Lessee shall pay said rent to the Lessor at the times, in the manner and form aforesaid in legal tender of the United States of America.

EXHIBIT " 9 "



2. Taxes, Assessments, Etc. That the Lessee shall pay or cause to be paid, when due, the amount of all taxes, rates, assessments and other outgoings of every description as to which said Premises or any part thereof, or any improvements thereon, or the Lessor or Lessee in respect thereof, are now or may be assessed or become liable by authority of law during the term of this Lease; provided, however, that with respect to any assessment made under any betterment or improvement law which may be payable in installments, Lessee shall be required to pay only such installments, together with interest, as shall become due and payable during said term. Lessor shall provide Lessee an abatement of taxes, rates, assessments and other outgoings for the Premises for a minimum period of five (5) years from the Lease Commencement Date.

3. Utility Services. That the Lessee shall pay when due all charges, duties and rates of every description, including, to the extent applicable and provide by Lessor a political subdivision thereof, water, sewer, gas, refuse collection or any other charges, as to which said Premises, or any part thereof, or any improvements thereon or the Lessor or Lessee in respect thereof may during said term become liable, whether assessed to or payable by the Lessor or Lessee.

4. Covenant Against Discrimination. That the use and enjoyment of the Premises shall not be in support of any policy which discriminates against anyone based upon sex, sexual orientation, national origin, age, race, color, religion or disability.

5. Sanitation, Etc. The Lessee shall keep the Premises and improvements in a strictly clean, sanitary and orderly condition.

6. Waste and Unlawful, Improper or Offensive Use of Premises. That the Lessee shall not commit, suffer or permit to be committed any waste, nuisance, strip or unlawful, improper or offensive use of the Premises, or any part thereof, nor, without the prior written consent of the Lessor, cut down, remove or destroy, or suffer to be cut down, removed or destroyed, any trees now growing on the Premises.

7. Compliance with Laws. That the Lessee shall comply with all of the requirements of all municipal, state, and federal authorities and observe all municipal, state and federal laws pertaining to the said Premises, now in force or which may hereinafter be in force. However, this Lease is excluded from the Residential Landlord-Tenant code, pursuant to Hawaii Revised Statutes §521-7(1).

8. Inspection of Premises. Upon forty-eight (48) hours prior written notice, Lessee will permit the Lessor and its agents, at all reasonable times during the said Term, to enter the Premises and examine the state of repair and condition thereof.

9. Liens. That the Lessee will not commit or suffer any act to neglect whereby the real property comprising the Premises shall become subject to any attachment, lien, charge or encumbrance whatsoever, except as hereinafter provided, and shall indemnify and hold harmless the Lessor from and against all attachments, liens, charges and encumbrances and all expenses resulting therefrom.

10. Indemnity. That the Lessee will defend, indemnify and hold the Lessor harmless from and against any claim or demand for loss, liability or damage, including claims for property damage, personal injury or death, arising out of any accident on the Premises and sidewalks and roadways adjacent thereto or occasioned by any act or nuisance made or suffered on the Premises, or by any fire thereon, or growing out of or caused by any failure on the part of the Lessee to maintain the Premises in a safe condition, or by any act or omission of the Lessee, and from and against all action, suits, damages and claims by whomsoever brought or made by reason

of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments, arising on or after the Lease Commencement Date. Notwithstanding any provision in this Lease to the contrary, Lessee shall incur no loss or liability for any action, suits, damages and claims by whomsoever brought or made by any reason arising prior to the Lease Commencement Date, and nothing herein shall be deemed a waiver of any rights or remedies available at law or in equity.

11. Costs of Litigation. That in case the Lessor shall, without any fault on its part or for any act arising prior to the Lease Commencement Date, be made a party to any litigation commenced by or against the Lessee (other than condemnation proceedings), the Lessee agrees and covenants to pay all costs and expenses incurred by or imposed on the Lessor; furthermore, the Lessee shall and will pay all costs and expenses which may be incurred by or paid by the Lessor in enforcing the covenants and agreements of this Lease, in recovering possession of the Premises or in the collection of delinquent rental, taxes and any and all other charges; provided, however, this provision shall not be applicable to any gross negligence or willful misconduct of Lessor.

12. Liability Insurance. In order to protect itself as well as the Lessor under the indemnification agreement set forth above, the Lessee shall obtain, pay for, and keep in force throughout the period of this Lease, beginning upon the Lease Commencement Date, comprehensive liability insurance issued by an insurance company (the "Carrier") authorized to do business in the State of Hawaii (an "Admitted Carrier"), or by a company not authorized to do business in the State of Hawaii (a "Non-Admitted Carrier") only through a general insurance agent or broker Licensed in the State of Hawaii. The Carrier shall be rated no less than "A-" as established by "AM Best" or "Standard & Poor" ratings. The insurance policy, as evidenced by issuance of a "Policy Endorsement", shall name the Lessor, its officers, employees and agents, and shall include a duty to defend the Lessor, its officers, employees and agents against any loss, liability, claims, and demands for injury or damage, including but not limited to, claims for property damage, personal injury, or wrongful death, arising out of, or in connection with Lessee's use, possession and activities associated with this Lease. Unless otherwise agreed to by the Lessor, through the joint decision and discretion of the Director of Economic Development and the Director of the Department of Finance, the insurance policy shall contain the following minimum requirements:

- a. No less than a Combined Single Limit ("CSL") of liability coverage of \$1,000,000;
- b. No erosion of limit by payment of defense costs; and
- c. Minimum annual aggregate limit of \$2,000,000.

Prior to or upon execution of this Lease, Lessee shall furnish the Lessor with a copy of the insurance policy certificate together with the required endorsements verifying such insurance coverage. If the scheduled expiration date of a current insurance policy is sooner than the specified termination date of this Lease, the Lessee shall, upon renewal of the insurance policy, provide the Lessor with a copy of the renewed insurance policy certificate together with the required endorsements. Unless waived by the Lessor, the insurance policy shall expressly state that the coverage provided under such policy shall not be cancelled or terminated, unless the Carrier has first given the Lessor thirty (30) calendar days prior written notice of the intended cancellation or termination.

13. Fire Insurance. That the Lessee will, at its own expense, at all times during the term of this Lease, commencing upon the Lease Commencement Date, keep insured all buildings

and improvements erected on the land hereby demised in the joint names of Lessor, Lessee and Mortgagee, if any, as their interest may appear, against loss or damage by fire including perils specified in the extended coverage endorsement and in an amount equal to the replacement value of said buildings and improvements, and will pay the premiums thereon at the time and place the same are payable; that the policy or policies of insurance shall be issued by a company authorized to do business in the State of Hawaii, and be made payable in case of loss to the Lessor, Lessee and Mortgagee, if any, as their interests may appear, and shall be deposited with the Lessor, through its Director of Finance; and that any proceeds derived therefrom in the event of total or partial loss shall be immediately available to, and as soon as reasonably possible, be used by the Lessee for rebuilding, repairing, or otherwise reinstalling the same buildings and improvements in a good and substantial manner according to the plans and specifications approved in writing by the Lessor, through its Director of Economic Development.

If the scheduled expiration date of an existing policy is sooner than the specified termination date of this Lease, the Lessee shall, upon renewal of the policy, furnish the Lessor with a copy of the renewed insurance policy. The policy shall expressly state that such policy shall not be cancelled unless the insurer has first given Lessor, through its Director of Finance, sixty (60) calendar days written prior notice of its proposed cancellation.

14. Repair and Maintenance. Lessee will at its own expense and in its sole expense and discretion, subject to use permits, improve and maintain the improvements on the Premises; provided, however, the foregoing covenant is subject to the rights of Lessee to construct, repair or demolish improvements on the Premises, to the extent permitted under law. Subject to any and all applicable planning requirements, it is Lessee's intention to refurbish, repurpose and potentially demolish existing improvements and construct new improvements on the Premises. Except for any willful violations of applicable planning requirements, Lessee therefore will not be liable to Lessor for the demolition and removal of buildings, infrastructure, facilities and structures existing on the Premises.

15. Breach. That time is of the essence of this agreement and if the Lessee shall fail to pay such rent or any part thereof at the times and in the manner aforesaid within thirty (30) days after delivery by the Lessor of a written notice of such breach or default, or if the Lessee shall become bankrupt, or shall abandon the said Premises, or if this Lease and said Premises shall be attached or otherwise be taken by operation of law, or if any assignments be made of the Lessee's property for the benefit of creditors, or shall fail to observe and perform any of the covenants, terms and conditions herein contained and on its part to be observed and performed, and such failure shall continue for a period of more than thirty (30) days after delivery by the Lessor of a written notice of such breach or default, by personal service, registered mail or certified mail to the Lessee at its last known address and to each mortgagee or holder of record having a security interest in the Premises, the Lessor may at once re-enter the Premises or any part thereof, and upon or without such entry, at its option, terminate this Lease without prejudice to any other remedy or right of action for arrears of rent or for any preceding or other breach of contract; and in the event of such termination, all buildings and improvements thereon shall remain and become the property of the Lessor; furthermore, Lessor shall retain all rent paid in advance as damages.

16. Funding of Improvements. The Lessee shall be solely responsible for the funding of its improvements, maintenance, and operation of the Premises and shall hold the Lessor harmless from any and all claims whatsoever arising in connection with said activities.

17. Condemnation. If at any time, during the term of this Lease, any portion of the Premises should be condemned, or required for public purposes by the State of Hawaii or the United States, the rental shall be reduced in proportion to the value of the portion of the Premises

condemned. The Lessee shall be entitled to receive from the condemning authority:

a. The value of growing crops, if any, which Lessee is not permitted to harvest; and

b. The fair market value of the Lessee's permanent improvements and businesses so taken or interrupted in the proportion that it bears to the unexpired term of the Lease, provided, that the Lessee may, in the alternative, remove and relocate its improvements to the remainder of the lands occupied by the Lessee. The Lessee shall not by reason of the condemnation be entitled to any claim against the Lessor for condemnation or indemnity for its Lease to occupy and all compensation payable or to be paid for or on account of the Lease to occupy and all compensation payable or to be paid for or on account of the Lease to occupy by reason of the condemnation shall be payable to and be the sole property of the Lessor. The foregoing rights of the Lessee shall not be exclusive of any other to which Lessee may be entitled by law. Where the portion taken renders the remainder unsuitable for the use or uses for which the land was demised, the Lessee shall have the option to surrender this Lease and be discharged and relieved from any further liability therefor; provided, that Lessee may remove the permanent improvements constructed, erected and placed by it within such reasonable period as may be allowed by the Lessor.

18. Right to Enter. The Lessor and the agents or representatives thereof shall have the right to enter and cross any portion of said Leased land for the purpose of performing any public or official duties; provided, however, in the exercise of such rights, the Lessor shall not interfere unreasonably with the Lessee or Lessee's use and enjoyment of the Premises.

19. Acceptance of Rent Not a Waiver. That the acceptance of rent by the Lessor shall not be deemed a waiver of any breach by the Lessee of any term, covenant or condition of this Lease, nor of the Lessor's right to re-entry for breach of covenant, nor of the Lessor's right to declare and enforce a forfeiture for any such breach, and the failure of the Lessor to insist upon strict performance of any such term, covenant or condition, or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver or relinquishment of any such term, covenant, condition or option.

20. Extension of Time. That notwithstanding any provision contained herein to the contrary, wherever applicable, the Lessor may for good cause shown, allow additional time beyond the time or times specified herein to the Lessee, in which to comply, observe and perform any of the terms, conditions and covenants contained herein; provided, however, that this provision shall not be construed to permit any extension of the initial term of this Lease.

21. Justification of Sureties. Such bonds as may be required herein shall be supported by the obligation of a corporate surety organized for the purpose of being a surety and qualified to do business as such in the State of Hawaii, or by not less than two personal sureties, corporate or individual, for which justification shall be filed as provided in section 78-20, Hawaii Revised Statutes, provided, however, the Lessee may furnish a bond in like amount, conditioned as aforesaid, executed by it alone as obligor, if, in lieu of any surety or sureties, it shall also furnish and at all times thereafter keep and maintain on deposit with the Lessor security in certified checks, certificates of deposit (payable on demand or after such period as the Lessor may stipulate), bonds, stocks or other negotiable securities properly endorsed, or execute and deliver to said Lessor a deed or deeds of trust of real property, all of such character as shall be satisfactory to said Lessor and valued in the aggregate at not less than the principal amount of said bond. It is agreed that the value at which any securities may be accepted and at any time thereafter held by the Lessor under the foregoing provision shall be determined by the Lessor,

and the Lessee may, with the approval of the Lessor, exchange other securities or money for any of the deposited securities or money and shall be at least equal in value to those withdrawn. It is further agreed that substitution of sureties or the substitution of a deposit of security for the obligation of a surety or sureties may be made by the Lessee, but only upon the written consent of the Lessor and that until such consent be granted, which shall be discretionary with the Lessor, no surety shall be released or relieved from any obligation hereunder.

22. Quiet Enjoyment. The Lessor hereby covenants and agrees with the Lessee that upon payment of said rent at the times and in the manner aforesaid and the observance and performance of the covenants, terms and conditions hereof on the part of the Lessee to be observed and performed, the Lessee shall and may have, hold, possess and enjoy the Premises for the term hereby Leased, without hindrance or interruption by the Lessor or any other person or persons lawfully claiming by, through or under it, unless the Lease is revoked in accordance with the terms and provisions contained herein.

23. Surrender. That the Lessee shall, at the end of said term or other sooner termination of this Lease, peaceably deliver unto the Lessor possession of the Premises, together with all improvements existing or constructed thereon unless provided otherwise. Furthermore, upon the expiration, termination and/or revocation of this Lease, should the Lessee fail to remove any and all of Lessee's personal property from the Premises, the Lessor may remove any and all such personal property from the Premises and place said property in storage at the cost and expense of Lessee, and the Lessee does hereby agree to pay all costs and expenses for removal and storage of such personal property. In the event that this Lease is terminated for other than an Event of Default by Lessee, Lessee shall have any and all remedies available under law and at equity.

24. Non-Warranty. The Lessor does not warrant the Premises, any or all existing improvements on the Premises, or the condition of said improvements to be satisfactory or fit for any specific or particular purpose, the same being herein Leased in its existing "as is" condition.

25. Improvements. Lessee shall have the rights under the Lease to construct, alter, rehabilitate, repair, install, demolish or otherwise dispose of the improvements on the Premises, to the extent permitted under applicable planning requirements. The Lessee shall be solely responsible for the funding of any and all approved improvements to the Premises together with any bonds and/or sureties as determined and required by Lessor, and further, shall defend, indemnify and hold Lessor harmless from and against any and all claims whatsoever arising in connection with the construction, placement, maintenance, alteration and/or installation of such improvements.

26. Leasehold Mortgagee Protections; Right to Encumber.

a. Definitions.

- i. For purposes of this Lease, the term "mortgage" shall include whatever security instruments are used in the State of Hawaii, such as, without limitation, deeds of trust, security deeds, and conditional deeds. The term "mortgage" shall also include any instruments required in connection with a sale-leaseback transaction. The term "mortgagee" shall include the holder of the secured position under each of the foregoing types of instruments, including but not limited to the beneficiary under a deed of trust, a holder of a mortgage, the secured party under a security agreement and the lessor (or

sublessor, to the extent applicable) in a sale-leaseback transaction.

- ii. For purposes of this Lease, the term "**Leasehold Mortgage**" means a conveyance of a security interest in this Lease and all of Lessee's interests in the Premises and improvements thereon (collectively referred to as "**Lessee's Leasehold Interests**") to a lender (a "**Leasehold Mortgagee**") or the conveyance of Lessee's Leasehold Interests and any other interest of Lessee to the Leasehold Mortgagee or its assignee in connection with a foreclosure or a deed in lieu of foreclosure of such loan.
- iii. For purposes of this Lease, the terms "**Permitted Leasehold Mortgage**" and "**Permitted Leasehold Mortgagee**" shall mean, respectively, a Leasehold Mortgage and a Leasehold Mortgagee, approved in writing by Lessor, and such approval shall not be unreasonably withheld or delayed.

b. Lessee's Right to Encumber.

- i. At any time and from time to time during the Term, notwithstanding anything contained in this Lease to the contrary, Lessee shall have the right to enter into a Leasehold Mortgage upon and subject to each and all of the following terms and conditions, subject to the reasonable consent of Lessor which consent shall not be unreasonably withheld. Lessee shall provide to Lessor a written request for Lessor's approval of any Leasehold Mortgage, along with copies of proposed loan documents, no fewer than 30 days prior to the effective date of such Leasehold Mortgage. Lessor shall use its best efforts to respond in writing no later than 15 days from the date of Lessee's written request (and receipt of proposed loan documents).
- ii. The Leasehold Mortgage may cover all of Lessee's interest in the Lease, the Premises and the Improvements and shall cover no interest in any other real property other than Lessee's.
- iii. The Leasehold Mortgage shall be without subordination of the fee simple title of the Premises.
- iv. No such Leasehold Mortgage shall be binding upon Lessor in the enforcement of its rights and remedies herein, unless and until Lessee (or a Leasehold Mortgagee) delivers or causes to be delivered to Lessor a certified copy of the fully executed original Leasehold Mortgage bearing the date and recording information and a certified copy of the original note secured by the Leasehold Mortgage, together with written notice of the address of the Leasehold Mortgagee to which notices may be sent. In the event of an assignment of such Leasehold Mortgage, such assignment shall not be binding upon Lessor unless and until a certified copy thereof, bearing the date and recording information together with written notice of the address of the assignee thereof to which notices may

be sent, have been delivered to Lessor.

All rights acquired by the Leasehold Mortgagee under the Leasehold Mortgage shall be subject to each and all of the covenants, conditions and restrictions set forth in this Lease, and to all rights of Lessor hereunder. Except as otherwise set forth in this Lease, Lessor shall not be deemed to waive any covenants, conditions and restrictions contained in this Lease by reason of Lessee's grant of a Leasehold Mortgage. Notwithstanding any foreclosure of any Leasehold Mortgage, Lessee shall remain liable for the performance of all of the terms, covenants and conditions of this Lease which by the terms hereof are to be carried out and performed by Lessee. No extension, nor modification, change or amendment to a material financing term of a Leasehold Mortgage shall be effective, or binding upon Lessor, unless and until approved by Lessor, which approval shall be granted so long as such extension or material modification, change or amendment satisfies the applicable requirements of paragraphs (i) through (iv), above.

- c. Lessor's Right To Cure Defaults. In the event of a default or breach by Lessee of any Permitted Leasehold Mortgage, Lessee and Permitted Leasehold Mortgagee shall be obligated to provide notice to Lessor of such breach, and Lessor shall have the right to cure the default. In such event, Lessor shall be entitled to reimbursement by Lessee of all costs and expenses incurred by Lessor in curing the default, with interest at the highest rate permitted by law, as Additional Rents (collectively, "**Lessor's Cure Payments**"), provided in the event of a subsequent foreclosure of a Permitted Leasehold Mortgage, the party acquiring the Lessee's Leasehold Interests shall not be obligated to pay Lessor any of Lessor's Cure Payments, provided further that Lessee shall continue to be personally liable to repay Lessor any Lessor's Cure Payments.
- d. Rights Of Permitted Leasehold Mortgagee: If Lessee and/or Lessee's successors and assigns (including, but not limited to, any sublessee of Lessee) shall mortgage its interest in this Lease and the Lessee's Leasehold Interests, or any part or parts thereof as permitted by this Section, the following provisions shall apply:
  - i. Amendment. If required by Permitted Leasehold Mortgagee, there shall be no amendment or modification of this Lease either by unilateral action of Lessor or Lessee, or by joint action of Lessor and Lessee without the prior consent in writing of any Permitted Leasehold Mortgagee.
  - ii. Right to Notice of Default. Lessor shall, upon serving Lessee with any notice of default, simultaneously serve a copy of the notice of default upon any Permitted Leasehold Mortgagee.
  - iii. Right to Cure. Any Permitted Leasehold Mortgagee shall have the right, but not the obligation, at any time prior to termination of this Lease, to pay all of the rents due hereunder, to effect any insurance, to pay any taxes or assessments, to make any repairs or improvements, to do any other act or thing required of Lessee hereunder, and to do any act or thing which may be necessary and proper to be done in the performance and observance of the agreements, covenants and conditions hereof to prevent termination of this Lease. Any Permitted Leasehold Mortgagee and its agents and contractors shall have full access to the Premises for

purposes of accomplishing any of the foregoing. Any of the foregoing done by any Permitted Leasehold Mortgagee shall be as effective to prevent a termination of this Lease as the same would have been if done by Lessee.

- iv. Additional Cure Period. Anything contained in this Lease notwithstanding, if any default shall occur which, pursuant to any provision of this Lease, purportedly entitles Lessor to terminate this Lease, prior to terminating the Lease or taking any action to that disturbs the rights of possession of Lessee and/or any subtenants, Lessor shall provide Lessee and the Permitted Leasehold Mortgagee a thirty (30) day written notice within which Lessee shall be permitted to cure the default within a reasonable time (but in no event later than ninety (90) days after receipt of the notice of default under this Lease). The notice shall provide that Lessee or Permitted Leasehold Mortgagee either (1) cure the default if the same can be cured by the Lessee or the Leasehold Mortgagee or its receiver, including by the expenditure of money, or (2) if the default or breach is not so curable, commence, or cause any trustee under the relevant Permitted Leasehold Mortgage to commence, and thereafter to diligently pursue to completion, a cure of such default, including, without limitation, a foreclosure of the relevant Permitted Leasehold Mortgage; and perform or cause the performance of all of the covenants and conditions of Lessee under this Lease able to be performed by the Leasehold Mortgagee or its receiver, including by the expenditure of money until such time as the leasehold shall be sold upon foreclosure pursuant to the relevant Permitted Leasehold Mortgage, or shall be released or reconveyed thereunder, or shall be transferred upon judicial foreclosure or by deed or assignment in lieu of foreclosure.
- v. Condition of Termination. Any right of Lessor to terminate this Lease as the result of the occurrence of any default shall be subject to, and conditioned upon: (1) Lessor having first given to each Permitted Leasehold Mortgagee written notice of the default; and (2) each Lessee and/or Permitted Leasehold Mortgagee having failed to remedy such default or acquire Lessee's leasehold estate hereunder or commence foreclosure or other appropriate proceedings in the nature thereof as set forth in this Lease.
- vi. Suspension of Cure Period. If any Permitted Leasehold Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court, or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Lessee, the times specified in paragraph (d) above, for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition, so long as the Permitted Leasehold Mortgagee shall have fully cured any default of Lessee under this Lease and shall continue to cause compliance with other Lease terms as and when required, subject to any



applicable notice and grace periods.

- vii. Loss Payable Endorsement. Lessor and Lessee agree that the name of the Permitted Leasehold Mortgage shall, at its request, be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Lessee under this Lease, and any insurance proceeds are to be applied in the manner specified in the relevant Permitted Leasehold Mortgage.
- viii. No Consent Required to Foreclosure. Notwithstanding anything contained in this Lease to the contrary, foreclosure of any Permitted Leasehold Mortgage, or any sale thereunder, whether by judicial proceedings or by virtue of any power contained in the Permitted Leasehold Mortgage, or any conveyance of the Lessee's Leasehold Interests hereunder from Lessee to any Leasehold Mortgagee or its designee through, or in lieu of, foreclosure or other appropriate proceedings in the nature thereof, shall not require the consent of Lessor or constitute a breach of any provision of or a default under this Lease, and upon such foreclosure, sale or conveyance, Lessor shall recognize in writing the purchaser or other transferee referred to in the preceding sentence in connection therewith as the Lessee hereunder.
- viii. Proceeds of Insurance and Condemnation. The proceeds from any insurance policies or arising from a condemnation award to Lessee shall be paid to and held by the Permitted Leasehold Mortgagee of highest priority and distributed pursuant to the provisions of the relevant Permitted Leasehold Mortgage, and the Permitted Leasehold Mortgagee may reserve the right to apply to the mortgagee debt (in the order of priority) all, or any part, of the proceeds not used to repair or restore the Premises and the Improvements.
- ix. Notice of Proceedings. The parties hereto shall give to any Permitted Leasehold Mortgagee notice of any arbitration proceedings or condemnation proceedings involving Lessee's Leasehold Interests, or of any pending adjustment of insurance claims, and any Permitted Leasehold Mortgagee shall have the right to intervene therein and shall be made a party to such proceedings. The parties hereto do hereby consent to such intervention. In the event that any Permitted Leasehold Mortgagee shall not elect to intervene or become a party to the proceedings, that Permitted Leasehold Mortgagee shall receive notice and a copy of any award or decision made in connection therewith.
- xi. Further Protections. Lessor and Lessee shall cooperate in adding to this Lease, by suitable amendment from time to time or a separate instrument acknowledged by Lessor, any provision which may be reasonably requested by any proposed Permitted Leasehold Mortgagee for the purpose of implementing the mortgagee-protection provisions contained in this and allowing

such Permitted Leasehold Mortgagee reasonable means to protect or preserve the lien of its Leasehold Mortgage upon the occurrence of a default under the terms of this Lease. Lessor and Lessee each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effect any such amendment; provided, however, that no such amendment shall in any way affect the Term or rent under this Lease or rent and occupancy restrictions under the Regulatory Agreement unless agreed to by Lessor in its sole and absolute discretion, nor otherwise in any material respect adversely affect any rights of Lessor under this Lease.

- xii. Additional Agreement. Lessor shall, upon request, execute, acknowledge and deliver to a Permitted Leasehold Mortgagee, an agreement prepared by such Permitted Leasehold Mortgagee and reviewed by Lessor at the sole cost and expense of Lessee, in form satisfactory to such Permitted Leasehold Mortgagee, among Lessor, Lessee and the Permitted Leasehold Mortgagee, agreeing to all of the provisions of this Lease.
- xiii. Notice. If Lessee and/or Lessee's successors and assigns shall mortgage its interest in this Lease or the Lessee's Leasehold Interests, or any part or parts thereof, Lessee shall send or cause to be sent to Lessor a true copy thereof, together with written notice specifying the name and address of the Leasehold Mortgagee(s) and the pertinent recording data with respect to such Leasehold Mortgage(s).
- xiv. Approval of Modifications. Lessor shall approve reasonable modifications to the terms of this Lease which are reasonably requested by a proposed Leasehold Mortgagee as a condition of financing contemplated by the Regulatory Agreement and this Lease, and which the Lessor determines, in his sole discretion, will not adversely affect Lessor's rights.

e. Restriction On Encumbrance By Lessor; Quiet Enjoyment. Lessor shall not mortgage or otherwise encumber its interest in the Premises (referred to as a "Fee Mortgage") without the prior written consent of Lessee, which Lessee may withhold in its sole discretion. Any Fee Mortgage, including amendments thereto, shall be subordinated to this Lease and shall, in the event of a foreclosure of the Fee Mortgage, be obligated to recognize the rights of Lessee under this Lease, and the holder of any Fee Mortgage shall be obligated to execute, acknowledge and deliver to Lessee a statement confirming such subordination from time-to-time. Absent an uncured default by Lessee, Lessor agrees not to disturb the possession, interest or quiet enjoyment of Lessee in the Premises for any reason, or in a manner which would materially adversely affect any Permitted Leasehold Mortgage.

27. Definitions. As used herein, unless clearly repugnant to the context:

a. "Lessee" shall mean and include the Lessee named herein, its heirs, devisees, personal representatives, successors or any permitted assigns, according to the context thereof.

b. "Lessor" shall mean and include the County of Maui, its officers, agents and assigns. Unless otherwise indicated, wherever the prior written consent or approval of the "Lessor" is required in this Lease, such consent or approval shall include, but is not limited to, the consent or approval of the Mayor, the Director of Finance, and, where applicable, the Directors of Housing and Human Concerns, Parks and Recreation, or Economic Development.

c. "Premises" shall be deemed to include the land hereby Leased and all buildings and improvements now or hereinafter constructed and installed thereon.

d. "Waste" shall be deemed to include, but not limited to:

Permitting the Premises or any portion thereof to become unduly eroded and/or failure to take proper precautions or make reasonable effort to prevent or correct same;

Permitting any material increase in weeds in uncultivated portions thereof; and

Failure to employ all of the usable portions of the Premises.

ALAN M. ARAKAWA  
Mayor



DANILO F. AGSALOG  
Director

MARK R. WALKER  
Deputy Director

SCOTT K. TERUYA  
Administrator

GERY MADRIAGA  
Assistant Administrator

COUNTY OF MAUI  
DEPARTMENT OF FINANCE  
**REAL PROPERTY ASSESSMENT DIVISION**  
70 E. KAAHUMANU AVENUE, SUITE A-16, KAHULUI, MAUI, HAWAII 96732-2196  
Assessment: (808) 270-7297 | Fax: (808) 270-7884  
www.mauipropertytax.com

April 29, 2016

MEMO TO: Teena Rasmussen, Director  
Office of Economic Development

VIA: Gery Madriaga, RPA Ass. Administrator

FROM: RPA Appraisal Section

SUBJECT: Tax Map Keys: 2-5-004:014 & 2-5-004:053, Estimate of Fair Market Rental Value

This letter is in response to your request dated April 27, 2016 to obtain the fair market rental values of the properties located at TMK: 2-5-004-014 & 2-5-004-053.

The assessed values of the properties as of January 1<sup>st</sup>, 2016 are as follows:

<u>TMK</u>	<u>2016 Assessed Value</u>
2-5-004:014	\$2,360,800
2-5-004:053	\$207,000

Assuming the prevailing market rate per annum of 9%, the estimated fair market rental values per annum for the properties would be:

<u>TMK</u>	<u>FMRV</u>	
2-5-004:014	<b>\$212,472</b>	(\$2,360,800 x .09)
2-5-004:053	<b>\$18,630</b>	(\$207,000 x .09)

The values of the aforementioned properties were established using standardized mass appraisal techniques by the Real Property Tax Division, for real property tax purposes only.

This estimate of fair market rental values is prepared solely for the use of the Office of Economic Development and is not to be used for lending or any other purposes. No on-site inspections of the parcels were conducted for the purpose of the estimate.

cc: Office file

" EXHIBIT " C