

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS:
STATE OF HAWAII

BUREAU OF CONVEYANCES

DOCUMENT NO. Doc A - 53170717

DATE - TIME July 23, 2014 8:02 AM

LAND COURT

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY: MAIL (XX) PICKUP () TO:

TO: DANILO F. AGSALOG
Director of Finance
County of Maui
200 South High Street
Wailuku, Hi. 96793

DOCUMENT CONTAINS 8 PAGES

TITLE OF DOCUMENT: TAX DEED

PARTIES TO DOCUMENT

GRANTOR: ALAN M. ARAKAWA
Mayor
County of Maui
200 South High Street
Wailuku, Maui, Hawaii 96793

GRANTEE: KIRK P. GIORDANO
2318 Eagle Avenue
Alameda, California 94501

AFFECTS TAX MAP KEY NO. (2)2-4-021-007-0000

TAX DEED

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, ALAN M. ARAKAWA, as Mayor of the County of Maui, is authorized by law to sign and execute deeds and other conveyances of real property (hereinafter referred to as "Grantor"); and

WHEREAS, DANILO F. AGSALOG, as the Director of Finance for the County of Maui (hereinafter referred to as "Director"), was authorized by law to foreclose and sell the real property described herein to satisfy delinquent real property taxes due and owing to the County of Maui; and

WHEREAS, the real property described herein was duly assessed to MOANA P M RAMOS DC'D and JULIA KEIKIOEWA MARTIN, and subject to the paramount lien of real property taxes, penalties, and interest for the tax years 2005 through 2014; and

WHEREAS, pursuant to applicable law, Director did sell at public auction in the County of Maui on May 20, 2014 the real property described herein to satisfy said liens for real property taxes of \$18,304.73, penalties and interest in the amount of \$12,554.19, and costs, expenses, and charges due or incurred on account of the taxes, liens, and sale in the amount of \$2,225.00, to KIRK P. GIODANO, an unmarried man, (hereinafter referred to as "Grantee"), whose mailing address is 2318 Eagle Avenue, Alameda, California 94501; and

WHEREAS, Grantee is entitled to receive the conveyance;

NOW, THEREFORE, Grantor, in consideration of the sum of \$64,000.00, United States Dollars, receipt of which is hereby acknowledged, does hereby remise, release and convey unto KIRK P. GIODANO, whose residence and mailing address is 2318 Eagle Avenue, Alameda, California 94501, all of Grantor's right, title and interest in and to the following described property:

All that certain parcel of land (portion of the land described in and covered by Royal Patent Grant Number 87 to Kekahuna), situate lying and being at Makawao, Island and County of Maui, State of Hawaii, described as follows:

Lot 49, area 10,743 square feet, more or less, as delineated on the map entitled "MAKAWAO RANCH ACRES, UNIT 1", which said map was filed in the Bureau of Conveyances of the State of Hawaii as File Plan No. 1050.

Being all the property described in the following:

- A. Deed
Recorded: October 19, 1987 in the Bureau of Conveyances, State of Hawaii, in Book 21240, Page 635
Grantor: Julia K. Martin, widow
Grantee: Moana Penelope Martin Ramos, wife of Jerry Ramos, and Julia Keikiowa Talifolau, wife of Pita Talifolau, as Tenants in Common.
- B. Deed
Recorded: March 15, 2001 in the Bureau of Conveyances, State of Hawaii, as Document No. 2001-037345

Grantor: Jerry Rogello Dela Rosa
Ramos and Moana Penelope
Martin Ramos, husband and
wife, and Kimberly
Kehaulani Ramos Caspillo,
fka Kimberly Kehaulani
Ramos, wife of Fernan
V.C. Caspillo

Grantee: Moana Penelope Martin
Ramos, wife of Jerry
Rogelio Dela Rosa Ramos,
as Tenant in Severalty.

SUBJECT, HOWEVER, to the following:

1. Reservation in favor of the State of
Hawaii of all mineral and metallic mines.

2. Covenants, conditions, and
restrictions set forth in Declaration dated
February 8, 1958, recorded in the Bureau of
Conveyances of the State of Hawaii, in Book
5958, Page 40.

Said Declaration was amended by Quitclaim
Deed dated August 22, 1994, recorded September
13, 1994 in the Bureau of Conveyances of the
State of Hawaii as Document No. 94-150904.

3. The right of redemption as provided
for in Section 3.48.270, Maui County Code, and
any successor law or ordinance, as the case
may be.

TO HAVE AND TO HOLD, the same, together with all improvements,
rights, interests, and privileges thereunto belonging or
appertaining, unto the Grantee, as tenant in severalty, in fee
simple forever.

The parties hereto agree that this instrument may be executed
in counterparts, each of which shall be deemed an original, and
said counterparts shall together constitute one and the same
agreement, binding all of the parties hereto, notwithstanding all
of the parties are not signatory to the original or the same

counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Tax Deed on this 7th day of July, 2014.

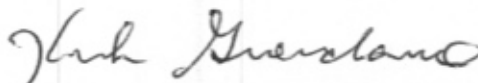
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

GRANTOR:



ALAN M. ARAKAWA
Mayor
County of Maui

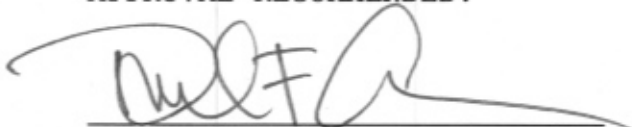
GRANTEE:



KIRK P. GIORDANO



APPROVAL RECOMMENDED:



DANILO F. AGSALOG
Director of Finance
County of Maui

APPROVED AS TO FORM
AND LEGALITY:



JEFFREY UEOKA
Deputy Corporation Counsel
County of Maui

S:\ALL\JTU\Finance\Real Property Tax - Tax Sale\giordano 2-4-021-004.wpd

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 7th day of July, 2014, before me 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 in behalf of said County of Maui pursuant to Article 7, Section 7-4.11 of the Charter of the County of Maui; 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.



Michelle L. Esteban

Notary Public, State of Hawaii

Print Name: MICHELLE L. ESTEBAN

My commission expires: 8-14-15

NOTARY PUBLIC CERTIFICATION			
Doc. Date:	<u>7/7/14</u>	# Pages:	<u>8</u>
Notary Name:	<u>MICHELLE L. ESTEBAN</u>	Judicial Circuit:	<u>Second</u>
Doc. Description:	<u>Tax Deed</u> <u>Tax Map Key No. (2) 2-4-021-007-0000</u>		
Notary Signature:	<u>Michelle L. Esteban</u>		
Date:	<u>7/7/14</u>		



STATE OF ~~HAWAII~~)
COUNTY OF ~~MAUI~~) SS.
CALIFORNIA
Alameda

On this 17th day of JUNE, 2014, before me personally appeared KIRKPATRICK GORDANO, 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.

[Stamp or Seal]



See Acknowledgment

Notary Public, State of Hawaii

Print Name: _____

My commission expires: 05.17.2016

NOTARY PUBLIC CERTIFICATION		
Doc. Date:	<u>17th JUNE 2014</u>	# Pages: <u>297</u> <small>in Notary Journal where by Recorded</small>
Notary Name:	<u>MURRAY BOBBY KETON</u>	Judicial Circuit: _____
Doc. Description:	<u>TAX DEED</u>	
		[Stamp or Seal]
Notary Signature:	<u>See Acknowledgment</u>	
Date:		

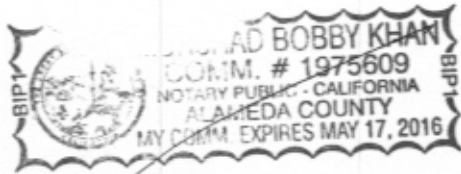
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ALAMEDA

On 17th JUNE 2014 before me, MURSHAD BOBBY KHAN NOTARY Public
Date Here Insert Name and Title of the Officer

personally appeared KIRK PIERRE GIORDANO
Name(s) of Signer(s)



Place Notary Seal Above

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: TAX DEED

Document Date: 17th JUNE 2014 Number of Pages: 8 / EIGHT PAGES

Signer(s) Other Than Named Above: KIRK P. GIORDANO

Capacity(ies) Claimed by Signer(s)

Signer's Name: KIRK P. GIORDANO

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here



Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

FTGIS 2LTFP

Order No.
6707001127

Ref No.
COUNTY OF MAUI

Guarantee No.
A50001-LITA-152595

ITEM NO. 4

TMK (2) 2-4-021-007-0000 LITIGATION GUARANTEE

SUBJECT TO THE LIMITATIONS CONTAINED HEREIN, THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE,



**OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY**
a Corporation, of Minneapolis, Minnesota

GUARANTEES

RECEIVED
RPT-COLLECTIONS AND
TAX RELIEF
2013 NOV 22 AM 10:45
COUNTY OF MAUI
DEPT OF FINANCE
TREASURY DIVISION

the Assured named in Schedule A against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, as of Date of Guarantee shown in Schedule A:

1. The title to the herein described estate or interest is vested in the vestee named in Schedule A.
2. Except for the matters shown in Schedule B, there are no defects, liens, encumbrances or other matters affecting title to the estate or interest in the land shown in Schedule A, which matters are not necessarily shown in the order of their priority.
3.
 - a) The current interest holders claiming some right, title or interest by reason of the matters shown in Part II of Schedule B are as shown therein. The vestee named in Schedule A and parties claiming to have some right, title or interest by reason of the matters shown in Part II of Schedule B may be necessary parties defendant in an action, the nature of which is referred to in Schedule A.
 - b) The current interest holders claiming some right, title or interest by reason of the matters shown in Part I of Schedule B may also be necessary parties defendant in an action, the nature of which is referred to in Schedule A. However, no assurance is given hereby as to those current interest holders.
4. The return addresses for mailing after recording, if any, as shown on each and every document referred to in Part II of Schedule B by specific recording information, and as shown on the document(s) vesting title as shown in Schedule A are as shown in Schedule C.

THIS LITIGATION GUARANTEE IS FURNISHED SOLELY FOR THE PURPOSE OF FACILITATING THE FILING OF THE ACTION REFERRED TO IN SCHEDULE A. IT SHALL NOT BE USED OR RELIED UPON FOR ANY OTHER PURPOSE.

Dated: October 17th, 2013 at 8:01:00 AM

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Corporation
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111



Mark A. Bibeau President
David Wald Secretary

Schedule A

Order No.	6707001127
Ref. No.	COUNTY OF MAUI
Guarantee No.	A50001-LITA-152595
Liability	\$ 1,000.00
Fee	\$ 300.00

1. Name of Assured:

COUNTY OF MAUI - DEPARTMENT OF FINANCE

2. Date of Guarantee: October 17th, 2013 at 8:01:00 AM

3. This Litigation Guarantee is furnished solely for the purpose of facilitating the filing of an action to:

Property Status

4. The estate or interest in the Land which is covered by this Guarantee is:

Fee Simple

5. Title to the estate or interest in the Land is vested in:

MOANA PENELOPE MARTIN RAMOS, wife of JERRY ROGELIO DELA ROSA RAMOS, as Tenant in Severalty, and
 JULIA KEIKIOEWA TALIFOLAU, wife of Pita Talifolau, as Tenants in Common

6. The Land referred to in this Guarantee is situated in the County of Maui, City of Makawao, State of Hawaii, and is described as follows:

All that certain parcel of land (portion of the land described in and covered by Royal Patent Grant Number 87 to Kekahuna), situate lying and being at Makawao, Island and County of Maui, State of Hawaii, described as follows:

Lot 49, area 10,743 square feet, more or less, as delineated on the map entitled "MAKAWAO RANCH ACRES, UNIT 1", which said map was filed in the Bureau of Conveyances of the State of Hawaii as File Plan No. 1050.

Being all the property described in the following:

A. DEED
 Recorded : October 19, 1987 in the Bureau of Conveyances, State of Hawaii, in Book 21240, Page 635 ✓
 Grantor : JULIA K. MARTIN, widow
 Grantee : MOANA PENELOPE MARTIN RAMOS, wife of Jerry Ramos, and JULIA KEIKIOEWA TALIFOLAU, wife of Pita Talifolau, as Tenants in Common

B. DEED

Recorded

: March 15, 2001 in the Bureau of Conveyances, State of Hawaii, as Document No. 2001-037345 ✓

Grantor

: JERRY ROGELLO DELA ROSA RAMOS and MOANA PENELOPE MARTIN RAMOS, husband and wife, and KIMBERLY KEHAULANI RAMOS CASPILLO, fka KIMBERLY KEHAULANI RAMOS, wife of Fernan V. C. Caspillo

Grantee

: MOANA PENELOPE MARTIN RAMOS, wife of JERRY ROGELIO DELA ROSA RAMOS, as Tenant in Severalty

Schedule B

Order No.	6707001127
Ref. No.	COUNTY OF MAUI
Guarantee No.	A50001-LITA-152595
Liability	\$ 1,000.00
Fee	\$ 300.00

Defects, liens, encumbrances or other matters affecting title:

Part I

- Delinquent Taxes for Prior Fiscal Year(s) in the amount of \$9,741.30 (not including penalty and interest).
- Taxes and assessments, general and special, for the fiscal year 2013 - 2014, as follows:

Tax Map Key	: 2-2-4-021-007	
1st Installment	: \$1,182.78	Delinquent
Penalty	: \$118.28	
Interest	: \$26.02	
2nd Installment	: \$1,182.78	NOT Marked Paid
Total Value	: \$411,400.00	
Land Value	: \$242,100.00	
Imp. Value	: \$169,300.00	
- Title to all minerals, and metallic mines reserved to the State of Hawaii.
- Covenants, Conditions and Restrictions, but omitting any covenants or restrictions if any, based upon race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons, as provided in an instrument.

Entitled	: DECLARATION OF COVENANTS AND RESTRICTIONS
Dated	: February 8, 1968
Recorded	: February 8, 1968 in the Bureau of Conveyances, State of Hawaii, in Book 5958, Page 40 ✓

Said Declaration was amended by Quitclaim Deed dated August 22, 1994, recorded September 13, 1994 in the Bureau of Conveyances of the State of Hawaii as Document No. 94-150904. ✓

5. COUNTY TAX LIEN

Recorded : February 17, 2009 in the Bureau of Conveyances, State of
Hawaii, as Document No. 2009-022337
Against : MOANA PENELOPE MARTIN RAMOS and JULIA KEIKIOEWA
TALIFOLAU
In Favor of : DEPARTMENT OF FINANCE
Real Property Tax Division - County of Maui
Kind : Real Property Tax
Real Property Tax, TMK : (2) 2-4-021-007-0000
Amount : \$21,637.59 ✓

6. COUNTY TAX LIEN

Recorded : November 13, 2009 in the Bureau of Conveyances, State of
Hawaii, as Document No. 2009-174522
Against : RAMOS, MONA P M(50%)(Fee Owner); MARTIN, JULIA
KEIKIOEWA(50%)(Fee Owner)
In Favor of : DEPARTMENT OF FINANCE
Real Property Tax Division - County of Maui
Kind : Real Property Tax
Real Property Tax, TMK : 2-4-021-007-0000
Amount : \$2,225.25 ✓

7. COUNTY TAX LIEN

Recorded : August 23, 2013 in the Bureau of Conveyances, State of
Hawaii, as Document No. A-49831100
Against : MOANA P M RAMOS Dec'd and JULIA KEIKIOEWA MARTIN
In Favor of : DEPARTMENT OF FINANCE
Real Property Tax Division - County of Maui
Kind : Real Property Tax
Real Property Tax, TMK : 2-4-21-007-0000
Amount : \$5,079.20 ✓

Part II

None reported

Schedule C

Order No. 6707001127
Ref. No. COUNTY OF MAUI
Guarantee No. A50001-LITA-152595
Liability \$ 1,000.00
Fee \$ 300.00

Addresses

Paragraph Number	Recording Information	Mailing Address
5 (PART I)	2009-022337	70 E KAAHUMANU AVE #A16, KAHULUI, HI 96732
6 (PART I)	2009-174522	70 E KAAHUMANU AVE #A16, KAHULUI, HI 96732
7 (PART I)	A-49831100	70 E KAAHUMANU AVE #A18, KAHULUI, HI 96732

SCHEDULE OF EXCLUSIONS FROM COVERAGE OF THIS GUARANTEE (Revised 09/12/08)

1. Except to the extent that specific assurances are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title, whether or not shown by the public records.
- (b) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the public records.
- (c) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the public records.

2. Notwithstanding any specific assurances which are provided in Schedule A of this Guarantee, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A), (C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways to which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any structure or improvements; or any rights or easements therein, unless such property, rights or easements are expressly and specifically set forth in said description.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the public records; (1) which are created, suffered, assumed or agreed to by one or more of the Assureds; (2) which result in no loss to the Assured; or (3) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided.
- (c) The identity of any party shown or referred to in Schedule A.
- (d) The validity, legal effect or priority of any matter shown or referred to in this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

- (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
- (b) "land": the land described or referred to in Schedule (A) (C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A) (C) or in Part 2, nor any right, title, interest estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "date": the effective date.

2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED CLAIMANT

An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED CLAIMANT TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provisions of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

GUARANTEE CONDITIONS AND STIPULATIONS (Continuation)

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. PROOF OF LOSS OR DAMAGE

In addition to and after the notices required under Section 2 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.

Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.

Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4, and the Guarantee shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant. To pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of the option provided for in Paragraph (b) The Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 4.

7. DETERMINATION AND EXTENT OF LIABILITY

This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.

The liability of the Company under this Guarantee to the Assured shall not exceed the least of:

- (a) the amount of liability stated in Schedule A or in Part 2;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 6 of these Conditions and Stipulations, or as reduced under Section 9 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.

GUARANTEE CONDITIONS AND STIPULATIONS (Continuation)

8. LIMITATION OF LIABILITY

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

(c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

9. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to paragraph 4 shall reduce the amount of liability pro tanto.

10. PAYMENT OF LOSS

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

12. ARBITRATION

Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association.

Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision or other obligation. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured.

The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

13. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

14. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at the office which issued this Guarantee or to its Home Office at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, (612) 371-1111.

ENDORSEMENT

Attached to:
Guarantee No: A50001-LITA-152595
Order No: 6707001127



**OLD REPUBLIC NATIONAL
TITLE INSURANCE COMPANY**
a Corporation, of Minneapolis, Minnesota

The Company hereby assures the Assured that, subsequent to the date of the Guarantee issued under the above number, no matters are shown by the public records which would affect the assurances in said Guarantee other than the following:

SEE ENDORSEMENT CONTINUATION

The total liability of the Company under said Guarantee and under this endorsement thereto shall not exceed, in the aggregate, the amount stated in said Guarantee.

This endorsement is made a part of said Guarantee and is subject to the exclusions from coverage, the limits of liability and the other provisions of the Conditions and Stipulations therein, except as modified by the provisions hereof.

Dated : April 8th, 2014 at 8:00 AM

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned:

By _____
Validating Officer

By President

Attest Secretary

ENDORSEMENT CONTINUATION

Attached to:
Policy No: A50001-LITA-152595
Order No: 6707001127



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY a Corporation, of Minneapolis, Minnesota

1. Delinquent Taxes for Prior Fiscal Year(s) in the amount of \$18,304.73 (not including penalty and interest).

2. COUNTY TAX LIEN

Recorded : March 27, 2014 in the Bureau of Conveyances, State of
Hawaii, as Document No. A-51990439
Against : MOANA P. M. RAMOS Deceased and JULIA KEIKIOEWA
MARTIN
In Favor of : COUNTY OF MAUI, Department of Finance, Treasury Division
Real Property Tax Division - County of Maui
Kind : Real Property Tax
Real Property Tax, TMK : 2-4-021-007-0000
Amount : \$2,706.20