

AB Maui Quarries, LLC

636 Laumaka Street
Honolulu, Hawaii 96819
Telephone: (808) 842-4929
Facsimile: (808) 841-8281

May 4, 2026

VIA EMAIL TO

planning@mauicounty.gov and
jacky.takakura@co.maui.hi.us



Ms. Jacky Takakura, Acting Director
Planning Department, County of Maui
One Main Plaza
2200 Main Street, Suite 315
Wailuku, Maui, Hawai'i 96793

Maui Planning Commission
C/O Planning Department, County of Maui
One Main Plaza
2200 Main Street, Suite 315
Wailuku, Maui, Hawai'i 96793

Re: Termination of License Agreement between AB Maui Quarries, LLC and Hawaiian Cement, TMK (2) 3-8-004:001 (por.), Pu'unēnē, Island of Maui, Hawai'i (SP92-380) (CUP 2006/0002)

Dear Director Takakura, Chairperson Ward, and members of the Maui Planning Commission,

Please take notice that effective May 4, 2026, AB Maui Quarries, LLC ("AB Maui"), the fee owner of that certain parcel of land identified as Tax Map Key ("TMK") No. (2) 3-8-004:001 (portion), has terminated that certain Amended and Restated License Agreement, dated March 26, 2012 ("License") between AB Maui and Hawaiian Cement. The Property is currently subject to the Conditional Use Permit ("CUP") 2006/0002 and Special Permit ("SP") 92-380. As the License has been terminated and Hawaiian cement no longer holds any contractual right to occupy or use the Property, Hawaiian Cement has no standing to bring any application before the Maui Planning Commission with respect to the Property. Accordingly, any pending applications should be denied.

As previously stated in AB Maui's correspondence date May 1, 2026, Hawaiian Cement submitted its application to amend CUP 2006/0002 and SP92-380 without AB Maui's written authorization and without providing AB Maui—the fee owner of the Property—any notice or meaningful opportunity to participate in any proceeding that directly affects AB Maui's property interests. This is a denial of due process and a direct infringement on AB Maui's fundamental property rights, because it prejudices AB Maui's ability to protect its property interests before decisions are made that could materially affect the use, value, and entitlements associated with AB Maui's land. In addition, AB Maui has determined, in good faith, that Hawaiian Cement has and continues to violate material covenants in the License, including, without limitation, its obligations to provide notice and obtain written consent of AB Maui prior to submitting any application affecting the CUP and SP. These violations constitute a material breach of the License. Hawaiian Cement was provided written notice of such breach and a reasonable opportunity to cure, and failed to do so. Accordingly, Hawaiian Cement's License has been terminated effective May 4, 2026.

RE: Termination of License Agreement between AB Maui Quarries, LLC and Hawaiian Cement, TMK (2) 3-8-004:001 (por.), Pu'unēnē, Island of Maui, Hawai'i (SP92-380) (CUP 2006/0002)
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As it relates to any application or modification of a CUP or SP, only the property owner or any applicant with a property interest can bring such an action before a Planning Commission. Given that Hawaiian Cement no longer has any property interest in the Property to which CUP 2006/0002 and SP92-380 encumbers, Hawaiian Cement has no standing to amend, modify, or otherwise affect such CUP and SP. This situation gives additional support to AB Maui's position that landowner consent is required at all times for any application or modification affecting the Property.

AB Maui requests that the pending application related to CUP 2006/0002 and SP92-380 be withdrawn.

Should you wish to discuss this matter further, please do not hesitate to contact me a (808) 842-4929 or by email at maiu@nanhawaii.com.

Sincerely,



Micah P. K. Aiu, Esq.
General Counsel

cc: daniel.e.ordenker@hawaii.gov
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AB Maui Quarries, LLC

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May 4, 2026

VIA CERTIFIED MAIL AND
EMAIL TO lee@leemartinhi.com

Mr. Terrence M. Lee
Pacific Guardian Center
737 Bishop Street, Suite 1450
Honolulu, Hawaii 96813

Mr. David Gomes
Hawaiian Cement
PO Box 488
Kahului, Hawaii 96732

Re: Termination of License Agreement, Effective Immediately

Dear Mr. Lee,

This is a follow up to my March 24, 2026 correspondence in which AB Maui Quarries, LLC (“AB Maui”) successor-in-interest to Alexander & Baldwin, Inc., under the Amended and Restated License Agreement, dated March 26, 2012 (“License”) provided you notice that based on our interpretation of the License, Hawaiian Cement would be in default if it “fails at any time to have any portion of the Rock Extraction Area designated as Licensed Premises” “and/or “abandons the Licensed Premises.” Instead of withdrawing your pending application, on March 28, 2026, your application was heard again before the Maui Planning Commission. We were provided with no notice of the March 28, 2026 proceeding and for all relevant times, you lacked AB Maui’s consent. We also note the provisions in the Third Amendment to Amended and Restated License Agreement, dated September 12, 2023, which requires that “Licensee shall at all times and at its expense fully observe, fulfill and comply with the terms and conditions of all permits, certifications, or approvals from any Government Authority relating to the License or activities on the Licensed Premises, including without limitation, the SUP and CUP[.]” Based upon statements made in your pending application and by your consultant Munekiyo Hiraga, including but not limited to “Applicant is seeking to further amend the pending SP amendment request to: 1) remove the existing quarry area and proposed expansion area from consideration, effective January 31, 2027 and 2) propose a new Supplemental Quarry site of 125 acres”, AB Maui in good faith considers your amendment and other actions a default under the License.

Your actions frustrate the overall purpose and intent of the License Agreement. You did not have AB Maui’s consent to alters land use entitlements affecting AB Maui’s Property and violated Hawaii Administrative Rule (“HAR”) § 15-15-95 and other statues, rules, and regulations that “requires written authorization of the fee owner” regarding your pending application. Finally, you cannot have a Rock Extraction Area without a valid permit covering such area. **Since you have not withdrawn your application, and you have been provided more than 30 days to do so since my March 24, 2026 correspondence, AB Maui is terminating the License, effective immediately. Your license is hereby TERMINATED.** You are hereby directed to remove yourself from AB Maui’s Property. AB Maui reserves all rights it may have by contract, law, and at equity.

Enclosure "1"

Mr. Terrence M. Lee and Mr. David Gomes
RE: Termination of License Agreement
May 4, 2026

Effective immediately, any entry upon or continued presence anywhere on AB Maui's Property by Hawaiian Cement, its agents, employees, contractors, or invitees—whether within or outside the prior Licensed Premises/Rock Extraction Area—without AB Maui's express written permission will constitute an unlawful entry and trespass. No further license, consent, or permission is granted for entry onto the property. AB Maui will pursue all rights and remedies available at law and in equity—including without limitation injunctive relief, summary possession/ejectment, and recovery of damages, attorneys' fees, and costs—and will coordinate with appropriate law enforcement as warranted.

Should you have any questions or concerns, please do not hesitate to contact me at maiu@nanhawaii.com.

Sincerely,



Micah P. K. Aiu, Esq.
General Counsel