

LAND LICENSE BEARING  
GENERAL LEASE NO. 3578

KNOW ALL MEN BY THESE PRESENTS:

1. That, the TERRITORY OF HAWAII, hereinafter called the "Licensor", by its Commissioner of Public Lands acting under the authority in him vested pursuant to Section 73 of the Hawaiian Organic Act and by the Revised Laws of Hawaii 1955, as amended, duly advertised and offered for sale at public auction held on \_\_\_\_\_, 1959, at the Aupuni Street side door entrance to the Territorial Office Building at Wailuku, Maui, a land license to be known as "Huelo License".

2. That, at said auction sale, \_\_\_\_\_, of \_\_\_\_\_, hereinafter called the "Licensee", was then and there the highest bidder therefor having bid the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) for the annual fee for said license.

3. That, the Licensee did thereupon pay to the Licensor pursuant to the terms and conditions of such sale: (a) the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) being the first semi-annual payment of said annual fee, (b) the expenses in connection with sale in the sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), and (c) the sum of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00), being one half of an annual estimated rental of FIFTY THOUSAND AND 00/100 DOLLARS (\$50,000.00) for water diverted from the licensed premises, computed upon the basis of

*Final Copy issued by Land Commissioner Hustace  
As advertised and on file at Maui Land Agents office,*

an assumed average annual yield of 14,060 million gallons at \$3.556 per million gallons.

4. NOW, THEREFORE, in consideration of the foregoing and of the terms, conditions, covenants and agreements hereinafter contained and on the part of the Licensee to be observed and performed, the Licensor hereby grants to the Licensee a license for the right, privilege and authority to enter and to go upon government land on the Island of Maui, Territory of Hawaii, between and including Puohokamoā and Honopou streams and tributaries, in the districts of Koolau and Hamakualoa, and extending from the sea on the north to the land of Haiku Uka, Hamakualoa on the south, as shown in yellow on the plan attached hereto and made a part hereof, and hereinafter referred to as the "Licensed Area" and, subject to controlling provisions of existing laws relating to withdrawals, to thereupon:

5. Develop ground water within the Licensed Area by the construction of tunnels, shafts, wells, pumps, etc., at locations approved by the Licensor.

6. Divert by means of aqueducts or aqueduct systems now or hereafter situate on the Licensed Area government owned surface water from all streams in the Licensed Area and such government owned ground water as may be developed as aforesaid, except, however, such water as is used for domestic purposes (including the watering of livestock), under the provisions hereinafter contained, or for domestic purposes and the irrigation of kuleanas entitled to the same.

7. Use government owned water so diverted for the

Licensee's own purposes or for sale to others, including use of such water for the development of electrical energy for its own use or for sale.

8. Use the Licensed Area for sites for hydro-electric power plants and rights-of-way for transmission lines to transport electrical energy, such sites and rights-of-way to be at locations approved by the Licensor.

9. Use, operate and maintain on the Licensed Area, jointly with the Licensor and with others now or hereafter holding under the Licensor as provided in that certain agreement between the Territory of Hawaii and East Maui Irrigation Company, Limited, dated March 18, 1938, recorded at the Bureau of Conveyances in Honolulu, Territory of Hawaii, in Liber 1435, Pages 1-12 and corrected by correction agreement, dated March 24, 1938, recorded at the Bureau aforesaid in Liber 1435, Pages 269-271, hereinafter referred to as the "East Maui Water Agreement", the existing aqueduct system and all extensions thereof which now or hereafter cross government lands situated in East Maui extending from Nahiku to Honopou inclusive, together with the right to construct, at locations approved by the Licensor, any and all such extensions for the conveyance and control of water granted under this license and also of other water now or hereafter owned or controlled by the Licensee.

10. Pass and repass over the Licensed Area, but in a manner such as will interfere as little as practicable with the full use of such area by present and future lessees and licensees of the Licensor, and will avoid destruction or injury to the forest growth as far as is practicable; and in further-

ance of the proper maintenance of said Licensed Area as a watershed area the Licensee hereby agrees to assist:

(a) The Licensor's Board of Agriculture and Forestry, in policing and protecting the Koolau Forest Reserve from estrays and damage from fire and in inspecting and reforesting this reserve.

(b) The Licensor's Board of Health, in preventing the pollution of so much of the Licensed Area as is located above the Koolau-Wailoa Ditch (the ditch furthest mauka in said area).

(c) The Licensor's Division of Hydrography and the Federal Weather Bureau in obtaining rainfall, water yields, run-offs, and other similar data.

11. Use, where practicable, with the prior approval of the Licensor's Board of Agriculture and Forestry, forest timber situated on the Licensed Area for maintenance and construction work on said aqueduct system and all future extensions thereof.

RESERVING TO THE LICENSOR, however, the following:

12. The right of ingress, egress and regress for its agents and representatives on the Licensed Area at any time in the performance of their duties and for inspection of said aqueduct system.

13. The right to use all facilities now or hereafter installed or placed on the Licensed Area for measuring and recording flows of water, even if owned or operated by the Licensee, together with the right to install, operate and maintain, at its own cost and expense, such further and other

facilities as it may deem necessary for such purposes; pro-  
vided, that the Licensor in so doing shall not unreasonably  
interfere with the operation and maintenance of said aqueduct  
system and any extensions thereof.

14. The right to issue other and further licenses  
and leases pertaining to the Licensed Area and the development  
and diversion of further or additional water therein and to  
the use of existing roads and trails thereon, if jointly main-  
tained by the users of same, so long as the issuance of such  
other and further licenses and leases does not interfere un-  
reasonably with the then existing operations of the Licensee  
hereunder.

15. The right at any time during the term hereof to  
withdraw for domestic purposes (including the watering of live-  
stock) all or such portion of the government owned surface and  
ground water situate on the Licensed Area as may now or here-  
after be developed and diverted by the Licensee under the pro-  
visions hereof; provided, however, that no withdrawal of water  
in excess of a total amount of one million gallons per day,  
except in case of a water emergency as defined in paragraph  
33 and then only for the period thereof and subject to the  
provisions of paragraph 16, shall be effected without two years'  
advance written notice being given to the Licensee specifying  
the proposed quantity of water to be withdrawn.

16. The right, upon written notice of a water emer-  
gency, as defined in said paragraph 33, to withdraw, during  
the period of such emergency and solely for domestic purposes  
(including the watering of livestock), through the Kula water

conveyance system of the County of Maui, through the aqueduct system on the Licensed Area, through any system to which the Licensee may be entitled under the East Maui Water Agreement and under the licenses and agreements with the Licensor now or hereafter in effect, and through any private system owned or controlled by or under license to said Licensee and connecting therewith, all or such portion of government owned surface and ground water as may be necessary or desirable to meet said water emergency. No charge shall be made by the Licensee for the use of such system or systems except for payment of that portion of the fair cost of the operation and maintenance thereof as is properly allocable to the water so withdrawn, and for the period of such emergency, the liability of the Licensee for rental reserved shall be diminished pro tanto.

THE TERMS, RENTALS, COVENANTS, CONDITIONS AND AGREEMENTS under which this license is hereby given are as follows:

17. The term of this license is for twenty-one (21) years, commencing as of July 1, 1960, and ending on June 30, 1981, unless sooner terminated as hereinafter provided, during which term the Licensee shall pay to the Licensor at the office of the Commissioner of Public Lands, net over and above all taxes, and in addition to such payment or payments as may hereinafter be required, an annual fee of \_\_\_\_\_ per annum, one-half of which shall be payable semi-annually in advance on the first day of July and January of each license year.

18. In addition to the annual fee to be paid as above required, the Licensee shall pay to the Licensor in the manner

hereinafter set forth at the office of the Commissioner of Public Lands, net over and above all taxes, an annual rental which shall be equal to the product of the quantity of water actually or constructively diverted during each license year (a) from the Licensed Area or (b) to a point within such Licensed Area where the same is used by the Licensee for power or agricultural irrigation purposes or delivered for sale to others, times the price per million gallons of water set forth in the following schedule:

(1) When the average price per pound of raw sugar for the annual payment period is 6 cents or less, the price per million gallons of water diverted from the Licensed Area during said payment period shall be \$3.556.

(2) When the average price per pound of raw sugar for the annual payment period is greater than 6 cents and not more than 8.25 cents, the price per million gallons of water diverted from the Licensed Area during said payment period shall be \$3.556, increased at the rate of 2 cents for every 1/10th of a cent the said average price of raw sugar exceeds 6 cents per pound up to and including 8.25 cents per pound.

(3) When the average price per pound of raw sugar for the annual payment period is more than 8.25 cents, the price per million gallons of water diverted from the Licensed Area during said payment period shall be \$4.006.

Payment of such rental shall be made semi-annually in advance on the first day of July and January of each year in installments of \$25,000.00 each, the yearly aggregate of which sums shall be subject to adjustment (supplemental payment or credit against the next semi-annual payment of rental, as the case may be, the Licensor agreeing to refund any excess payment which may be due at the end of the term hereof) following the expiration of each license year to conform with the known quantity of water diverted and the average price of raw sugar for such year. Anything preceding to the contrary notwithstanding the Licensee shall at the end of the first ten (10) year period and again at the termination of this license, average the annual payments for said periods and should said average be less than FIFTY THOUSAND DOLLARS (\$50,000.00) per annum the Licensee shall pay the difference so as to guarantee to the Licensor a minimum payment of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$500,000.00) for the first ten (10) years and a minimum payment of FIVE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$550,000.00) for the remaining eleven (11) year period, a total of ONE MILLION AND FIFTY THOUSAND AND 00/100 DOLLARS (\$1,050,000.00) for the term of this license.

19. Notwithstanding the foregoing provisions of paragraph 18 relating to rental:

(a) In the event that more than one-half of the water subject to this license shall be used by the Licensee or by others for purposes other than the continued irrigation of sugar cane and such new use or uses shall continue for a period in excess of two



years, the annual rental for such water as shall be placed to such new use or uses shall be subject to renegotiation between the Licensor and Licensee, and in the event the parties shall be unable to agree upon the new annual rental therefor, the same shall be determined by arbitration in the manner hereinafter provided.

(b) Whenever, from time to time, inflation shall have diminished the purchasing power of the dollar by 40%, as evidenced by increases in wholesale commodity prices over the arithmetical mean of wholesale commodity indices for the twelve (12) months of the annual payment period of rental in which the average price per pound of raw sugar is more than 8.25¢, the rental, upon written notice by the Licensor to the Licensee, shall be renegotiated by the parties to reflect the circumstances then existing, and if they are unable to agree, shall be subject to arbitration in the manner hereinafter provided.

(c) Whenever, from time to time, deflation shall have increased the purchasing power of the dollar as evidenced by decreases in wholesale commodity prices, returning the arithmetical mean of wholesale commodity price indices for the twelve (12) months of the annual payment period of rental to that which, under subparagraph (b) next above, would authorize a renegotiation of rental, any rental theretofore renegotiated under said subparagraph (b) during

a period of inflation shall cease and determine and the original schedule of rental as reserved in paragraph 18 shall again apply as though said subparagraph (b) had never been written.

20. For purposes of assisting the Licensor in computing rental payments and the adjustments to be made thereto required under paragraphs 18 and 19 above, the Licensee shall, within three months after expiration of each license year (June 30th), except as provided in subparagraph (g) following, submit to the Licensor a statement prepared in duplicate for such license year showing in detail:

(a) The quantity of water diverted and conveyed from the Licensed Area by means of the jointly used aqueduct system, such quantity of water to be determined pursuant to the East Maui Water Agreement.

(b) The quantity of water diverted and conveyed by means of any other aqueduct system, whether the same be diverted and conveyed from the Licensed Area or to a point within such Licensed Area where the same is used by the Licensee for power or agricultural irrigation purposes or delivered for sale to others.

(c) The average price per pound of raw sugar for said license year.

(d) The computation whereby an adjustment of payment is determined so that the resulting rental paid by the Licensee shall conform with the rental required under paragraphs 18 and 19.

(e) The quantity of water used by the Licensee or by others for purposes other than the continued irrigation of sugar cane.

(f) The arithmetical mean of wholesale commodity price indices for the twelve (12) preceding months at any time the average price per pound of raw sugar is more than 8.25¢.

(g) The total quantity of water diverted and conveyed from the Licensed Area and to a point within such area for the first ten (10) year period and for the remaining eleven (11) year period, each such statement to be submitted within three months following the elapse of the applicable period.

Unless the Licensor and Licensee shall disagree with the factual information or computation so submitted, in which event such disagreement shall be determined by arbitration as hereinafter provided, and final adjustment of rental payments shall be made in accordance with such statement.

21. The Licensee, subject to the qualifications in subparagraphs (a) to (c) inclusive hereof shall, from March 1 to November 30, inclusive, of each license year, take all of the available water to which it has a right by this license up to that portion of the capacity of the aqueduct system to which the Licensor as the owner of the Licensed Area has a right under the East Maui Water Agreement; provided, however:

(a) If the sugar cane area irrigated by the Licensor's water is reduced by governmental restrictions the aforesaid requirement for the taking of

water may, at the option of the Licensee, be reduced proportionately.

(b) In the event the sugar cane area served by the water from this license cannot be irrigated because of a work stoppage of more than one (1) week's duration resulting from a labor dispute, the provisions of this license with respect to the permissive taking of water as set forth in paragraph 22 shall become effective, notwithstanding the fact such work stoppage may occur during months other than January, February and December, as of the first day of cessation of irrigation and shall remain in effect until the day the irrigation is again resumed or might reasonably have been resumed for such area.

(c) At such times as all reservoirs and other storage facilities of the Licensee now or hereafter constructed between Honopou and Maliko are filled to maximum safe capacity, the quantity of water diverted and conveyed under the terms of this license and subject to apportionment as provided in the East Maui Water Agreement shall be whichever is the greater of (1) the actual quantity taken through the water measuring devices of the Licensor on the Honopou boundary or (2) 370 million gallons per day or as close thereto as it is practical to set the various regulating gates; provided, however, that if storm or other unusual conditions occasion excessive water run-off which if diverted and conveyed would cause, in the

sole opinion of the Licensor's Division of Hydrography, dangerous overloading of the aqueduct system, then and in such event and for the period of such storm or other unusual condition the quantity of water otherwise required to be diverted and conveyed under (1) or (2) above, whichever is the greater, shall be diminished by such quantity of water as may be deemed by said Division of Hydrography as being appropriate under the circumstances; and provided further, that whenever any section of the aqueduct system, between Honopou and Maliko Gulch, is shut off because of necessary repairs thereto, said figure of 370 million gallons shall be diminished by the reduced capacity of such section under repair.

22. The Licensee may, during January, February, and December of each license year, take from such Licensed Area only such water as it desires; provided, however, if the Licensee for purposes of replenishing the ground water resources of the Central Maui area (and not for the irrigation of sugar cane or other plant crops) shall desire to take further water therefrom and discharge the same into gulches, reservoirs and other places approved by the Territorial Hydrographer, the Licensee may do so without payment of rental therefor; provided further, however, that the right to take and discharge surplus water upon the Central Maui area shall be limited to that quantity of water as shall be in excess of the needs of the Licensor for public purposes; that if the Licensor shall, during the months of January, February, and

December, notify the Licensee in writing of a need for surplus water for public purposes the Licensee shall convey through the aqueduct system on the Licensed Area, through any system to which the Licensee may be entitled under the East Maui Water Agreement and under other licenses and agreements with the Licensor now or hereafter in effect, and through any private system owned or controlled by or under license to said Licensee and connecting therewith, such quantity of surplus water as may be required by the Licensor, without charge, except for payment of that portion of the fair cost of the operation and maintenance of such system or systems as is properly allocable to the water required and taken by the Licensor.

23. The Licensor and Licensee agree that the County of Maui shall have the right, if and when the consent of the Licensor shall first be granted said County, to divert and convey, subject to employment of proper water conservation practices at all times, by means of the Kula water conveyance system and without payment to the Licensee for the quantity of water so obtained all privately owned water to which said County may now or hereafter be entitled under agreement with the Licensee; provided, however, that in the event any such privately owned water shall be so diverted and conveyed the quantity of government owned water remaining subject to the terms of this license and upon which the Licensee hereunder shall be required to pay rent shall be diminished by an amount equal to that quantity so diverted and conveyed.

24. The Licensor and Licensee agree to furnish each other with all data obtained from any facilities for measuring and recording rainfall and the flows of water diverted from the Licensed Area and will allow each other the privilege of checking the same as well as inspecting the operation and maintenance of said water measuring stations.

25. The Licensee shall keep at all times in good order and repair the whole, or that portion as the case may be of any aqueduct system or systems as shall now or hereafter be operated by the Licensee within the Licensed Area; provided, however, that the cost of the operation and maintenance of any jointly used system or systems shall be borne by the Licensee in direct proportion to the use made thereof as provided in the East Maui Water Agreement, and the cost of any system or systems used exclusively by the Licensee, including all costs for the development of ground water by the Licensee, shall be borne exclusively by the Licensee.

26. The Licensee shall not, without the written consent of the Licensor first obtained, assign or transfer this license or any interest therein or thereunder.

27. The Licensor and Licensee agree that the terms, conditions and agreements contained in the East Maui Water Agreement, a copy of which is attached hereto and made a part hereof, including the special meanings given to the words and phrases appearing therein, shall apply to and be deemed a part of this license so far as applicable and not inconsistent with the provisions of this license.

28. That the Licensee shall, on or before the commencement date of this license, file with the Commissioner of Public Lands, and thereafter keep in full force and effect during the period of this license, a good and sufficient bond conditioned for the full and faithful observance and performance by said Licensee of all of the terms, covenants, and conditions of this license and in the sum of ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$100,000.00). Such bond shall be supported by the obligation of a corporate surety or not less than two personal sureties for which justifications shall be filed as provided in Section 7-21, Revised Laws of Hawaii 1955, provided, however, the Licensee may furnish a bond in like amount and 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 Commissioner security in certified checks, certificates of deposit (payable on demand or after such period as the Commissioner may stipulate), bonds, stocks or other negotiable securities or execute and deliver to said Commissioner a deed or deeds of trust of real property, all of such character as shall be satisfactory to said Commissioner and valued in the aggregate of 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 Commissioner under the foregoing proviso shall be as determined by said Commissioner, and that the Licensee may, with the approval of the Commissioner, exchange other securities or money for any of the deposited securities if in the judgment of the Commissioner the substitute securities or money shall be at least



equal in value to the principal amount of the bond. It is further agreed that substitution of securities or the substitution of a deposit of security for the obligation of a surety or sureties may be made by the Licensee, but only upon the written consent of the Commissioner and that until such consent be granted, which shall be discretionary with the Commissioner, no surety shall be released or relieved of its obligation hereunder.

29. In case of the violation or failure to observe or perform any of the terms, conditions, covenants and agreements of this license by the Licensee at any time or times, the Licensor may, after ninety (90) days written notice to the Licensee and if the Licensee has not then remedied such failure or default, and without prejudice to any other right or remedy it may have under this or other agreement for breach of contract, cancel this license and thereupon, as well as upon the termination of this license by elapse of time or for any other cause, all improvements now or hereafter erected upon the Licensed Area, including the whole of such aqueduct system and all extensions thereof and improvements made thereto, but excluding such improvements as are provided for in the next succeeding paragraph, shall revert to and become the sole property of the Licensor; provided, however, that any such cancellation or termination of this license shall in no way affect the rights that the Licensee may have under the provisions of the East Maui Water Agreement and other existing licenses or agreements in full force and effect from or with the Licensor for the conveyance of water over and across said

Licensed Area unless said violation or failure shall also constitute a violation or failure to observe or perform the terms, conditions, covenants and agreements of said other licenses or agreements and a separate breach or breaches shall have been declared.

30. It is agreed that the Licensee may, on or before the termination of this license by elapse of time, or within ninety (90) days or such further reasonable time as the Licensor may allow following the cancellation or termination of this license for cause, remove any improvements, including power plants, power and telephone lines and all appurtenances thereto which have been or will have been constructed, erected and maintained by the Licensee upon or across the Licensed Area for purposes other than those necessary to operate any aqueduct system or systems, and any such improvements not removed within said time shall forthwith become the property of the Territory without necessity of any payment or further action.

31. If the Licensor and the Licensee shall be unable to agree upon the rent to be paid by the Licensee to the Licensor during any period for which such rent is to be renegotiated and fixed by mutual agreement as provided in paragraph 19 of the rental provisions, or in case any question, difference or disagreement shall arise at any time between the Licensor and the Licensee concerning any matter herein contained or in relation to the proper construction of any clause or provision herein contained, or the due observance or performance of any covenant of either party, the matter at issue

shall, at the desire of either party, be submitted to and determined by three (3) arbitrators in the manner provided for by Chapter 188, Revised Laws of Hawaii 1955, as the same may be amended from time to time, in which case either party may give to the other written notice of a desire to have an arbitration of the matter in dispute and name one of the arbitrators in said written notice, whereupon the other party shall, within ten (10) days after the receipt of such notice, name a second arbitrator, and in case of failure so to do, the party who has already named an arbitrator may have the second arbitrator selected or appointed by the Chief Justice or any Associate Justice of the Supreme Court of the Territory or State of Hawaii, and the two (2) arbitrators so appointed, in either manner, shall select and appoint the third arbitrator, and in the event the first two (2) arbitrators shall fail to appoint a third arbitrator within ten (10) days after the naming of the second arbitrator, either party may apply to a member of the Supreme Court as aforesaid to designate and appoint the third arbitrator, and the three (3) arbitrators so appointed shall thereupon proceed to determine the matter in dispute, difference or question, and the decision and award of any two (2) of them (including the disposition of the costs of arbitration) shall be final, conclusive and binding upon the Licensor and Licensee unless the same shall be vacated, modified or corrected as by said statutes provided. The arbitrators shall have all the powers and duties prescribed by said statutes and judgment may be entered upon such award by the Circuit

Court of the Second Judicial Circuit as provided by said statutes and said judgment shall not be subject to appeal. In the event the question, difference or disagreement between the Licensor and Licensee shall involve the determination of rent, each arbitrator appointed as aforesaid shall have not less than ten (10) years effective experience in Hawaii next preceding his appointment in the field of real estate appraising of all classes of property, and the third arbitrator, selected and appointed by such arbitrators or by a member of the Supreme Court as aforesaid, shall in every event be either a member of the American Institute of Real Estate Appraisers or of the Institute of Real Estate Management or of the American Society of Real Estate Counselors or possess comparable qualifications.

32. "Wholesale commodity price indices" as used herein means the wholesale commodity price indices for all commodities as computed and published by the United States Department of Labor, Bureau of Labor Statistics, or other federal agency or successor thereto, and, in case the United States Bureau of Labor Statistics or such other agency shall cease to publish indices of wholesale commodity prices representative of all commodity prices or shall change the base or method thereof, then and thereafter the wholesale commodity prices for any calendar year shall be determined and comparisons thereof shall be made with reference to such other index or indices of commodity prices or of the purchasing power of the dollar or other similar index or indices in such manner as may be mutually agreed upon between the parties and if they are unable to agree then the matter shall be referred to arbitra-

tion as hereinabove provided.

33. "Water emergency" as used herein means a situation where, by reason of drought or other unusual and temporary condition, the County of Maui is (a) unable to furnish adequate water from its own sources for domestic purposes (including the watering of livestock) to its residents who could be served by the water covered by this license, and (b) able to accept delivery of said water, render such water potable, and deliver it for domestic purposes (including the watering of livestock) in the area where such emergency exists.

34. "Average price per pound of raw sugar" as used herein means the average price per pound of raw sugar as defined in the East Maui Water Agreement.

35. The terms, conditions and agreements hereof shall be binding upon and run in favor of the Licensor, its legal successors and assigns, and the Licensee, its successors and permitted assigns, or transferees, respectively, as the case may be; words in the singular or plural number signify both the plural and singular number; and each of the terms "or" and "and" has the meaning of the other or of both, where the subject matter, sense and connection require such construction.

36. The acceptance of rent shall not waive any breach by the Licensee of any of the covenants, terms, agreements or conditions herein contained and on the part of the Licensee to be observed or performed, nor the right of the Licensor to exercise any legal remedies for such breach.

37. IN WITNESS WHEREOF, the Licensor has caused its name to be hereunto subscribed by its Commissioner of Public Lands, under his official seal, by and with the approval of the Governor of the Territory of Hawaii, this \_\_\_\_\_ day of \_\_\_\_\_, 1959, as of July 1, 1960, and the Licensee has caused its corporate name to be hereunto subscribed by its proper officers thereunto duly authorized by its Board of Directors in acceptance of the conditions herein set forth, this \_\_\_\_\_ day of \_\_\_\_\_, 1959, also as of July 1, 1960.

TERRITORY OF HAWAII

By: \_\_\_\_\_  
Commissioner of Public Lands  
Licensor

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

And By: \_\_\_\_\_  
Its  
Licensee

APPROVED:

\_\_\_\_\_  
Governor of the Territory  
of Hawaii

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney General

Civil No. 19-1-0019-01 (JPC)

**Defendant A&B/EMI's Exhibit AB-115**

FOR IDENTIFICATION \_\_\_\_\_

RECEIVED IN EVIDENCE \_\_\_\_\_

CLERK \_\_\_\_\_