224 200518-001

CONSENT TO SUBLEASE

KNOW ALL MEN BY THESE PRESENTS;

The STATE OF HAWAII, Lessor in Harbors Division Lease No. H-90-9, does hereby consent to the Sublease by MATSON NAVIGATION COMPANY, INC., the Premises demised under said Lease to HT&T Company, Inc., whose business address is 500 Kalanianaole Highway, Hilo, Hawaii 96720, by that certain Sublease Under Harbor Lease No. H-90-9 executed March 21, 1991, effective as of July 1, 1987.

THIS CONSENT shall (1) neither authorize nor be deemed to authorize any further or other sublease of said portion or any other portion or portions of the Premises demised under said Lease; (2) not be deemed a waiver of any terms, covenants, provisions or conditions in said Lease contained and on the part of the Lessee to be observed or performed; (3) not be construed as a waiver by the STATE of any legal or equitable rights it may have under or in connection with said Lease; and (4) not be deemed to prevent the STATE from pursuing any cause of action it may have against the Lessee either legal or equitable; and (5) in the event of conflict between the terms and condition of the Lease and Agreement of Sublease, the terms of the Lease shall prevail and govern.

THIS CONSENT is subject to the right of the STATE, pursuant to Paragraph 28 of said Lease, to increase the lease rent charged to the Lessee based on the rental rates charged to the Sublessee by the Lessee.

THIS CONSENT is conditioned upon the Lessee's Agreement to pay such increased lease rental to the STATE, as shall be determined by the STATE.

THIS CONSENT is further subject to the condition that the STATE does not hereby incur any additional liability, either direct or implied.

Dated: Honolulu, Hawaii, APR 22, 1991.

APPROVED AS TO FORM:

Deputy Attorney General

STATE OF HAWAII

By

Its Director of Transportation

EFFECTIVE MAY 16 1991 Federal Maritime Commission

APPROVED:

BOARD OF LAND AND NATURAL RESOURCES

By

Chairman and Member

Approved by the Board at its meeting held on 10-23-87, J-11

SUBLEASE UNDER HARBOR LEASE NO. H-90-9

MATSON NAVIGATION COMPANY, INC.

AND

HT&T COMPANY, INC.

HILO BULK RAW SUGAR FACILITY

AT HILO HARBOR

HILO, ISLAND OF HAWAII

STATE OF HAWAII

SUBLEASE.HIL

SUBLEASE UNDER HARBOR LEASE NO. H-90-9
(Hilo Bulk Raw Sugar Facility)

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ENCLOSURE

1 LEASE

SUBLEASE UNDER HARBOR LEASE NO. H-90-9
(Hilo Bulk Raw Sugar Facility)

THIS SUBLEASE UNDER HARBOR LEASE NO. H-90-9 (the "Sublease") for the Hilo Bulk Raw Sugar Facility, effective as of the 1st day of July, 1987 by and between MATSON NAVIGATION COMPANY, INC., whose business address is Sand Island Access Road, Honolulu, Hawaii 96813 and whose mailing address is P. O. Box 899, Honolulu, Hawaii 96808 (the "SUBLESSOR") and HT&T COMPANY, INC., whose business address is 500 Kalanianaole Highway, Hilo, Hawaii and whose mailing address is P. O. Box 4190, Hilo, Hawaii 96720-0190 (the "SUBLESSEE").

WITNESSETH:

WHEREAS, By Harbor Lease No. H-90-9 effective as of the 1st day of July, 1987, by and between the State of Hawaii, by its Director of Transportation (the "LESSOR"), and SUBLESSOR as lessee (the "Lease", attached hereto as Enclosure 1), LESSOR leased to SUBLESSOR for a term of thirty-five (35) years commencing July 1, 1987 and ending June 30, 2022, with options exercisable by SUBLESSOR to terminate the Lease prior to the end of the thirty-five (35) year Lease term, that certain parcel of land designated Parcel 1 and those certain easements designated Easement 1 and Easement 2 together with Lessor-owned improvements thereon, situated at Hilo Harbor, Hilo, Hawaii containing areas of 188,458, 23,520 and 30,054 square feet, respectively, more or less, more particularly described in Exhibits A to the Lease and as shown and delineated in red on Exhibit B to the Lease (the "Lease Premises") for the operation of a bulk raw sugar facility to receive from trucks, handle, convey, store and load into ocean vessels bulk raw sugar produced on the Island of Hawaii and for other permitted uses described in the Lease;

WHEREAS, SUBLESSEE owns (i) certain trade fixtures, equipment and personal property which are on the Lease Premises and (ii) certain improvements on Parcel 1 described in Exhibit D, entitled HT&T Improvements, attached to the Lease (the "Sublessee Improvements");

WHEREAS, SUBLESSOR owns certain machinery and equipment on Parcel 1 and Easement 1 and certain gantry cranes, crane rails and related equipment on Easement 2 described in Exhibit E, entitled LESSEE Machinery and Equipment, attached to the Lease ("Sublessor Equipment");

WHEREAS, SUBLESSOR desires to (i) sublease to SUBLESSEE the Lease Premises and (ii) lease to SUBLESSEE the Sublessor Equipment for use and operation by SUBLESSEE on the basis of the terms and conditions set forth in this Sublease; and

WHEREAS, SUBLESSEE desires to use and operate the Lease Premises, Sublessor Equipment and Sublessee Improvements for the account of California and Hawaiian Sugar Company ("C&H") to receive from trucks, handle, convey, store and load into ocean vessels bulk raw sugar produced on the Island of Hawaii under the terms and conditions set forth in this Sublease.

NOW, THEREFORE, SUBLESSOR and SUBLESSEE agree as follows:

1. LEASE PREMISES AND SUBLEASED EQUIPMENT

SUBLESSOR hereby grants to SUBLESSEE the right and privilege to occupy and use the Lease Premises and Sublessor Equipment to receive from trucks, handle, convey, store and load into ocean vessels bulk raw sugar produced on the Island of Hawaii and for other uses authorized in paragraph 2 of the Lease on the basis of the terms and conditions set forth in this Sublease.

2. SUBLEASE TERM

A. The term of this Sublease shall be for a period of thirty-five (35) years commencing as of July 1, 1987 and ending June 30, 2022, unless sooner terminated as provided in paragraph 2B.

B. The Lease contains provisions for termination of the Lease prior to the end of the Lease term, including, but not limited to, the provisions in paragraphs 6B and 6C. If the Lease term terminates, the term of this Sublease shall simultaneously terminate.

3. RENTAL AND RENTAL REOPENINGS

A. Lease Rent. SUBLESSEE shall pay direct to the LESSOR the annual rental required by paragraph 7 of the Lease and any service charge prescribed in the Lease (the "Lease Rent") for use and occupancy of the Lease Premises. SUBLESSOR will not, without prior written consent of SUBLESSEE, enter into any agreement with LESSOR fixing the amount of Lease Rent payable under the Lease during any rental period subsequent to June 30, 1994. In the event that the Lease Rent payable during any such rental period of the Lease term shall be determined by arbitration as therein provided, SUBLESSOR will, upon the request and at the expense of SUBLESSEE, appoint such person as arbitrator and

prosecute the arbitration with respect to such Lease Rent in such manner as SUBLESSEE shall direct.

SUBLESSEE shall receive a credit equal to the Lease Rent paid by SUBLESSEE on behalf of SUBLESSOR to LESSOR under Federal Maritime Commission Agreement No. 224-009055A-006 for the period July 1 through 30, 1987 in the amount of $10,875 and rent paid by SUBLESSEE to LESSOR for use of any part of the Premises for the period October 1, 1987 to the effective date of the Lease and this Sublease.

B. Sublease Rent. Subject to the Sublease termination provisions in paragraph 2B, SUBLESSEE shall pay rent to SUBLESSOR for use of the Sublessor Equipment at the rate of fifty cents ($.50) per ton of two thousand (2,000) pounds of bulk raw sugar loaded into ocean vessels from the Lease Premises with the Sublessor Equipment (the "Sublease Rent"). Twenty-six (26) percent of the Sublease Rent is allocated to the gantry cranes and related equipment used for stevedoring. Seventy-four (74) percent of the Sublease Rent is allocated to the remainder of the Sublessor Equipment used for storage.

SUBLESSEE shall receive a credit equal to the rental received by SUBLESSOR from SUBLESSEE for use of the improvements and machinery and equipment under Federal Maritime Commission Agreement No. 224-009055A-006 for the period July 1 through September 30, 1987 in the amount of $33,269.06.

C. Hawaii Gross Excise Tax. SUBLESSEE shall reimburse SUBLESSOR at the rate of 4.16666% for all applicable Hawaii gross excise taxes on payments by SUBLESSEE for (i) Lease Rent, (ii) Sublease rent on the Sublessor Equipment and (iii) real property taxes assessed against the Lease Premises and Sublessor Equipment. SUBLESSEE shall receive a credit of $1,891.02 for reimbursement for Hawaii gross excise tax payments to SUBLESSOR for a rent payment of $21,269.06 on improvements and a rent payment of $12,000 for the gantry cranes for the period July 1 to September 30, 1987.

4. TIME AND METHOD OF PAYMENT

A. Lease Rent. The SUBLESSEE shall pay Lease Rent with applicable charges as required by the Lease. Lease

Rent shall be paid as required by paragraph 8 of the Lease by SUBLESSEE direct to LESSOR.

B. Sublease Rent. Sublease Rent and related charges for the period from July 1, 1987 to the effective date of this Sublease will be paid by SUBLESSEE to SUBLESSOR promptly after the effective date of this Sublease, subject to the credits described in paragraphs 3B and C. Thereafter the SUBLESSEE shall pay Sublease Rent with applicable charges without notice or demand, promptly after the last day of each calendar quarter during the term of the Lease and this Sublease in legal tender of the United States of America. Sublease Rent shall be paid to SUBLESSOR at the business or mailing address stated in the first paragraph of this Sublease for the period July 1, 1987 through June 30, 2002 and to LESSOR for the period July 1, 2002 through June 30, 2022. SUBLESSEE may at any time and from time to time anticipate any rental payment, as it may desire. SUBLESSEE shall also pay to SUBLESSOR with each quarterly Sublease Rent payment or other payment to SUBLESSOR under this Sublease the amount of any reimbursement for applicable Hawaii gross excise tax due on account of the receipt by SUBLESSOR of the Sublease Rent or other payment provided for in this Sublease, and any other taxes based upon or measured by such rental or other payment, other than net income taxes.

C. The termination of this Sublease by the lapse of time or otherwise shall not relieve the SUBLESSEE of its obligation to pay any rentals, fees and charges accrued during a period in which this Sublease is in effect but which are unpaid at the time of such termination.

5. OTHER EXPENSES

SUBLESSEE shall, in addition to the payment of the Lease Rent and Sublease Rent, pay for all repairs, maintenance, operating expenses, insurance, real and personal property taxes, license fees and other charges of whatsoever kind or character in connection with the use and occupancy of the Lease Premises, Sublessor Equipment and Sublessee Improvements.

6. MAINTENANCE AND REPAIR

At SUBLESSEE'S expense, SUBLESSEE shall maintain and repair, and upon the termination of the Sublease term redeliver the Lease

Premises and Sublease Improvements to SUBLESSOR in the same good order and condition as the same shall exist on the date of the execution of this Sublease, ordinary wear and tear excepted.

7. CAPITAL IMPROVEMENTS, REPLACEMENTS AND ADDITIONS

Subject to compliance with the Lease, SUBLESSEE shall be entitled, at its option and at its own expense, to make all capital improvements and capital replacements on the Lease Premises which SUBLESSEE may determine to be required from time to time; provided, that any such improvement or replacements shall be designed for use in connection with the uses described in paragraph 1 of this Sublease; and provided, further, that any capital improvement or capital replacement involving major structural changes shall first be approved in writing by LESSOR and SUBLESSOR. All machinery and equipment and other improvements hereinafter installed on the Premises by SUBLESSEE with the approval of LESSOR and SUBLESSOR shall remain the property of SUBLESSEE.

8. LEASE

This Sublease shall be subject in all respects to all of the terms, conditions and covenants contained in the Lease with respect to the Lease Premises, and SUBLESSEE agrees to abide by same. SUBLESSEE will indemnify and save harmless SUBLESSOR from any claim, demand, liability or action by the State of Hawaii, or its successor as LESSOR, arising out of or in connection with any breach or alleged breach by SUBLESSEE, its agents, officers or employees, or any breach or alleged breach by SUBLESSOR due to any act or omission of SUBLESSEE, its agents, officers or employees, of any provision of the Lease with respect to the Lease Premises required hereby to be observed or performed by SUBLESSEE.

9. INSURANCE

A. SUBLESSEE shall procure and maintain, at its own expense, insurance upon the Lease Premises required by the Lease with insurance companies approved by LESSOR and SUBLESSOR.

B. SUBLESSEE shall procure and maintain, at its own expense, the following insurance with insurance companies approved by SUBLESSOR, which approval SUBLESSOR will not unreasonably withhold:

(i) Property insurance against the perils of all risk, earthquake and flood for physical loss or damage to Sublessor Equipment valued at the cost of replacement new and subject to a deductible of $100,000 per occurrence. Loss, if any, subject to the terms and conditions of the property insurance policy, to be adjusted with and payable to SUBLESSOR. Coverage is to be extended to include rental value insurance, calculated on an annual income basis subject to the foregoing perils.

(ii) Comprehensive general and automobile liability insurance, with combined single limits of $1,000,000 for each occurrence (personal injury and property damage) arising from the operation of the Lease Premises and Sublessor Equipment. LESSOR and SUBLESSOR shall be included as additional insureds as their interests may appear. The comprehensive general liability insurance coverage is to be extended to include a broad form property damage endorsement. The insurance required by this subparagraph (ii) is to be considered primary and any other insurance in force, whether collectable or not, to be considered excess.

(iii) Worker's compensation insurance or Longshore and Harbor Workers' Compensation Act insurance or qualify as a self-insurer in conformity with the applicable laws and regulations of the State of Hawaii and the United States of America.

C. The insurance required by paragraphs 9A and 9B(i) shall insure the Lease Premises and Sublessor Equipment for as near their respective full insurable values as is practicable and shall protect the interests of LESSOR, SUBLESSOR and SUBLESSEE, as they may appear. Any policy or contract of such insurance may, with the approval of SUBLESSOR, provide for deductibles, in which event SUBLESSEE shall add to the proceeds thereof, to be applied as herein provided, the amount of any deductible made pursuant to such provision in settling any claim under such policy. As used in this Sublease, the terms "proceeds" or "proceeds of insurance" shall be deemed to include any such deductibles. All proceeds of insurance required by paragraphs 9A and 9B(i) shall be available for and used with all reasonable dispatch by SUBLESSEE as provided in paragraph 10 in rebuilding, repairing or otherwise

reinstating the Lease Premises or Sublessor Equipment destroyed or damaged, according to the plan thereof or such modified plan as LESSOR shall approve with respect to the Lease Premises and as SUBLESSOR and SUBLESSEE shall approve with respect to the SUBLESSOR Equipment. The excess, if any, of such proceeds shall be paid to and retained by LESSOR or SUBLESSOR as their respective interests shall require. Copies of all policies of insurance or certificates thereof for insurance required by this Sublease which by their terms protect the interests of both SUBLESSOR and SUBLESSEE shall be delivered to SUBLESSOR.

10. DAMAGE OR DESTRUCTION OF LEASE PREMISES OR SUBLESSOR EQUIPMENT

A. If the Lease Premises or the Sublessor Equipment are damaged or destroyed, SUBLESSEE shall repair or restore the damage or destroyed property, provided (i) insurance proceeds are made available in sufficient amount to pay the cost for the repair or restoration, and (ii) SUBLESSEE receives a written notice from C&H that C&H desires to have such repair or restoration performed by SUBLESSEE.

B. To the extent provided for in the Lease for the Lease Premises, SUBLESSEE'S obligation to pay the rental provided for in paragraph 3 hereof, and the other payments required by the Lease and this Sublease, shall be suspended or abated, in whole or in part, by reason of any partial or total damage or destruction of the Lease Premises or Sublessor Equipment causing the Lease Premises or Sublessor Equipment to be unusable for its intended purposes.

11. LAWFUL ORDERS; ENCUMBRANCES AND LIENS

In its operations of the Subleased Premises, SUBLESSEE shall conform strictly to all lawful orders and/or regulations promulgated by any competent authority having jurisdiction, and shall at all times keep the Subleased Premises free and clear of all encumbrances and all liens which shall secure performance of any obligation which shall have matured or become due, other than liens which shall be contested and enforcement of which shall be duly stayed.

12. INDEMNITY

SUBLESSEE shall indemnify LESSOR and SUBLESSOR against and hold LESSOR and SUBLESSOR harmless from any and all claims, demands or actions by any person whomsoever, arising out of or in any way connected with the use and occupancy of the Subleased Premises above described, including but without being limited to all claims for any damage to or loss or destruction from any cause whatsoever of raw sugar in bulk handled on the Subleased Premises. This indemnity agreement shall not extend to claims arising out of damage to property or injuries to person caused solely by negligence on the part of LESSOR or SUBLESSOR, nor to any negotiated settlement of any claims not approved by SUBLESSOR.

13. INSPECTION

SUBLESSOR shall have the right at all reasonable times, and from time to time, to enter upon the Subleased Premises and make such reasonable inspections of the Subleased Premises and the operation thereof as it may in its sole discretion see fit to do; provided, that such inspections shall be limited to matters germane to this Sublease and its performance by SUBLESSEE.

14. DEFAULT AND TERMINATION

SUBLESSOR may terminate this Sublease at any time in the event of any default on the part of SUBLESSEE in paying the rental and other sums herein provided for when due, unless SUBLESSEE shall cure such default within thirty (30) days after its occurrence. SUBLESSOR may terminate this Sublease at any time in the event of any default on the part of SUBLESSEE in the performance of any of its other obligations hereunder, unless SUBLESSEE shall cure such default within thirty (30) days after receipt from SUBLESSOR of written notice of such default. This Sublease shall be terminated, without prior notice, upon the happening of any event whereby LESSOR or SUBLESSOR may and does terminate the Lease. In the event that LESSOR, pursuant to paragraph 44 of the Lease, gives written notice of its intention to revoke the same, and the breach giving rise to such notice may be remedied only by the termination of this Sublease, then either SUBLESSOR or SUBLESSEE, within thirty (30) days after receipt of such written notice, may, by written notice, terminate this Sublease. SUBLESSOR shall give SUBLESSEE prompt written notice of receipt of any such notice from LESSOR. Except as provided in this paragraph, SUBLESSOR will not, without the prior consent of SUBLESSEE, voluntarily modify, cancel or surrender the Lease. Upon the termination of this Sublease for any reason whatsoever,

there shall be reserved to the parties all rights accrued or accruing under the Sublease prior to or in consequence of such termination.

15. DEFAULT OF SUBLESSEE

In the event that SUBLESSEE shall be dissolved or adjudged a bankrupt, or shall make a general assignment for the benefit of its creditors, or shall lose its charter by forfeiture or otherwise, or a receiver shall be appointed for all or any of its property, or a petition for reorganization of, or other proceeding or action in reference to, SUBLESSEE under any provisions of the Bankruptcy Code shall be filed by SUBLESSEE, or such petition shall be filed by creditors or others and approved by the court, then SUBLESSOR, in addition to all other rights provided by this Sublease or applicable law, shall have the right forthwith to terminate this Sublease, and to require payment of damages; provided, that if any default referred to in this paragraph shall be remedied within thirty (30) days of its occurrence, SUBLESSOR shall waive such default. To the extent permitted by law, the damages herein referred to shall be liquidated in a sum equal to the amount, if any, by which the total payments payable by SUBLESSEE under this Sublease exceed the then reasonable cash rental value of the Subleased Premises for the balance of the term at the time of such termination.

16. TERMINATION; CONDEMNATION OF LEASE PREMISES

In the event that the Lease shall be terminated by LESSOR pursuant to the provisions of paragraph 44 of the Lease, or in the event that the Lease Premises or any part thereof shall be taken or condemned for any public use, then and in either of such events, all compensation or damage payable by reason thereof shall be payable to and be the sole property of LESSOR or SUBLESSOR as their respective interests may appear, and the rental and other amounts payable as provided for herein shall be abated, reduced or suspended, and the terms, conditions and covenants hereof applicable to the remainder of the Lease Premises, if any, shall be reduced or affected by such termination or condemnation. SUBLESSOR will, upon the request and at the expense of SUBLESSEE, present and prosecute a claim for compensation or damage payable by reason of such termination or condemnation, and for reduction of rent, if any, resulting therefrom, under the control of SUBLESSEE and in such manner as SUBLESSEE shall direct. The rights and obligations of the parties, pursuant to this paragraph, shall continue in effect notwithstanding the termination of this Sublease as a consequence of the termination of the Lease by LESSOR.

17. ASSIGNMENT

This Sublease shall not be assigned by SUBLESSEE without the prior written consent of SUBLESSOR, except that SUBLESSEE may, without such prior consent of SUBLESSOR, but subject to any other necessary consents or approvals, assign this Sublease to the parent of SUBLESSEE, or any wholly owned subsidiary of the parent of SUBLESSEE, or any agricultural co-operative marketing association of which any wholly owned subsidiary of the parent of SUBLESSEE, shall be a member; provided, that upon any such assignment SUBLESSEE, unless released in writing by SUBLESSOR, shall continue as a guarantor for the faithful performance of all of the obligations imposed upon SUBLESSEE hereunder.

18. SURRENDER

Except as otherwise provided in this Sublease, at the expiration or sooner termination of this Sublease, SUBLESSEE shall peaceably and quietly surrender and deliver possession of the Lease Premises, Sublessor Equipment and Sublessee Improvements to the SUBLESSOR, together with all improvements constructed thereon of whatever name or nature, in good order and condition, reasonable wear and tear excepted; provided that the Sublessee Improvements may be removed by SUBLESSEE at SUBLESSEE'S expense as provided in paragraph 36 of the Lease; and provided further that within thirty (30) days after the expiration or termination of this Sublease, the LESSOR may, at LESSOR'S option and upon written notice to the SUBLESSEE, require the SUBLESSEE to remove all or any portion of the Sublessee Improvements at the SUBLESSEE'S sole expense. In any such removal SUBLESSEE shall conform to the requirements imposed upon and shall have the rights granted to SUBLESSEE in paragraph 36 of the Lease.

19. SUBSTITUTION OF LESSOR FOR SUBLESSOR UNDER THIS SUBLEASE

On and after July 1, 2002, LESSOR shall be substituted for Matson Navigation Company, Inc. as SUBLESSOR under this Sublease and LESSOR shall have all the rights and obligations of SUBLESSOR arising under this Sublease on and after July 1, 2002. Matson Navigation Company, Inc. shall have no rights or obligations under this Sublease arising on and after July 1, 2002.

20. EFFECTIVE DATE

The Sublease and any amendment to the Sublease shall be submitted by SUBLESSOR to the Federal Maritime Commission and shall become effective when approved by the Federal Maritime

Commission under Section 15, Shipping Act, 1916, as amended, or the date on which the Federal Maritime Commission advises that no such approval is required.

IN WITNESS WHEREOF, SUBLESSOR and SUBLESSEE have caused this Sublease to be executed on the 21st day of March, 1991.

MATSON NAVIGATION COMPANY, INC.

By: Willis R. Deming

Title: Senior Vice President and General Counsel

Name Typed: Willis R. Deming

[Seal]

Attest: Daniel L. Johnson Jr.

Title: Assistant Secretary

Name Typed: D. L. Johnson, Jr.

HT&T COMPANY, INC.

By: James W. Ednie

Title: President

Name Typed: James W. Ednie

[Seal]

Attest: _____

Title: _____

Name Typed: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
CITY & COUNTY OF SAN FRANCISCO)

On this 8th day of February, 1991, before me appeared Willis R. Deming and D. L. Johnson, Jr., to me personally known, who, being by me duly sworn, did say that they are the Senior Vice President and General Counsel and Assistant Secretary, respectively, of MATSON NAVIGATION COMPANY, INC., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Willis R. Deming and D. J. Johnson, Jr. acknowledged that they executed said instrument as the free act and deed of said corporation.

Marie L. Gillingham
Notary Public

OFFICIAL SEAL
MARIE L. GILLINGHAM
NOTARY PUBLIC - CALIFORNIA
City and County of San Francisco
My Commission Expires May 3, 1994

- - - - - - - - - -

ACKNOWLEDGMENT

STATE OF HAWAII)
) ss.
COUNTY OF HAWAII)

On this 21st day of March, 1991, before me appeared
np ep James W. Ednie ~~and~~ _____, to me personally known, who, being by me duly sworn, did say that they are the
np ep President ~~and~~ _____, respectively, of HT&T COMPANY, INC., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and the said
np ep James W. Ednie ~~and~~ _____ acknowledged that they executed said instrument as the free act and deed of said corporation.

Pamela J. Lavao
Notary Public
My commission expires: 9/24/93