

301-260518-003

AMENDMENT NO. 1 TO HARBOR LEASE NO. H-90-9  
(HILO BULK RAW SUGAR FACILITY)

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THIS AGREEMENT, made this 7th day of April,  
1994, by and between the STATE OF HAWAII, by its Director of  
Transportation, hereinafter called the "LESSOR," and MATSON  
NAVIGATION COMPANY, INC., a Hawaii corporation, whose business  
address is Sand Island Access Road, Honolulu, Hawaii 96813 and  
whose mailing address is P. O. Box 899, Honolulu, Hawaii 96808,  
hereinafter called the "LESSEE";

WITNESSETH THAT:

WHEREAS, Harbor Lease No. H-90-9, was executed on  
April 22, 1991, for 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;  
services and functions involved in receiving, handling,  
storing, unloading, loading and delivering ocean cargo and  
cargo-handling equipment; and other related-maritime activities  
as approved in writing by the "LESSOR," hereinafter referred to  
as the "Lease";

WHEREAS, Section 6(c) of the Lease provides for an  
option exercisable by LESSEE to terminate the Lease upon  
delivery by LESSEE to LESSOR of a written notice accompanied by  
a certificate executed by California and Hawaiian Sugar Company  
(C&H) with respect to the availability from plantations served  
by the Premises of bulk raw sugar for movement through the  
Premises;



WHEREAS, responsibility for transportation of bulk raw sugar and the movement thereof through the Premises has been transferred from C&H to Hawaiian Sugar Transportation Company, Inc., a Hawaii corporation, (HSTC); and

WHEREAS, LESSEE has requested that LESSOR agree to substitute HSTC for C&H in Section 6(c) of the Lease and LESSOR has agreed to such substitution,

NOW THEREFORE, in consideration of mutual promises, the parties hereto mutually agree to amend said Lease as follows:

1. Section 6(c) of the Lease is amended to read as follows:

(c) LESSEE shall have the option of terminating the Lease at any time during the term of the Lease by delivering a written notice to LESSOR stating the prospective termination date and transmitting a certificate executed by Hawaii Sugar Transportation Company, Inc. (HSTC) that after such termination date HSTC would not have under its control for transportation from the plantations served by the bulk raw sugar facility on the Premises sufficient bulk raw sugar for movement through the Premises to support continued prudent operation of the bulk raw sugar facility.

2. All terms used in the Amendment No. 1 to the Lease which are not defined herein, but are defined in the Lease, shall have the respective meanings set forth in the Lease.

3. This Amendment No. 1 to the Lease shall be submitted by LESSOR 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.

Except as hereinabove amended, all terms and conditions of said Harbor Lease No. H-90-9, shall remain unchanged and unaffected by this Amendment No. 1 to Harbor Lease No. H-90-9.

IN WITNESS WHEREOF, each of the parties hereto have executed this Agreement as of the day and year first above written.

LESSOR: STATE OF HAWAII

By *Glenn M. Okimoto*  
Its Director of Transportation

Name typed Glenn M. Okimoto  
Deputy Director

[Seal]  
Attest:

*D. L. Johnson, Jr.*  
Assistant Secretary  
D. L. Johnson, Jr.

LESSEE: MATSON NAVIGATION  
COMPANY, INC.

By *K. C. O'Rourke*  
Its Vice President

Name typed K. C. O'Rourke

APPROVED AS TO FORM:

*Derwin Hayashi*  
Deputy Attorney General  
Name typed Derwin Hayashi

BOARD OF LAND AND NATURAL RESOURCES

By *Keith W. Stone*  
Chairperson and Member

Approved by the Board  
at its meeting held on  
7-23-93, K-4

ACKNOWLEDGEMENT

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

On January 25, 1994, before me Jann Lichty, a Notary Public, personally appeared Kevin C. O'Rourke, and Daniel L. Johnson, personally known to me ( or proved to me on the basis of satisfactory evidence) to be the person(s) whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Jann Lichty* (Seal)

