
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended June 30, 2010

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission file number 001-06510

MAUI LAND & PINEAPPLE COMPANY, INC.

(Exact name of registrant as specified in its charter)

HAWAII
(State or other jurisdiction
of incorporation or organization)

99-0107542
(IRS Employer
Identification No.)

870 HALIIMAILE ROAD, MAKAWAO, MAUI, HAWAII 96768-9768
(Address of principal executive offices)

Registrant's telephone number, including area code: **(808) 877-3351**

NONE

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer," and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

| Class | Outstanding at August 3, 2010 |
|----------------------------|-------------------------------|
| Common Stock, no par value | 18,813,668 shares |

**MAUI LAND & PINEAPPLE COMPANY, INC.
AND SUBSIDIARIES**

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PART I FINANCIAL INFORMATION

Item 1. Financial Statements

MAUI LAND & PINEAPPLE COMPANY, INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS

(UNAUDITED)

| | Three Months Ended, | |
|---|-------------------------------------|--------------------|
| | 6/30/2010 | 6/30/2009 |
| | (in thousands except share amounts) | |
| OPERATING REVENUES | | |
| Product revenues | \$ 2,602 | \$ 3,086 |
| Service revenues | 5,722 | 5,663 |
| Total Operating Revenues | 8,324 | 8,749 |
| OPERATING COSTS AND EXPENSES | | |
| Cost of product revenues | 841 | 1,125 |
| Cost of service revenues | 7,468 | 9,058 |
| Selling and marketing | 393 | 1,152 |
| General and administrative | 1,363 | 6,627 |
| Impairment charges (Note 8) | — | 14,286 |
| Total Operating Costs and Expenses | 10,065 | 32,248 |
| Operating Loss | (1,741) | (23,499) |
| Equity in losses of affiliates (Note 11) | — | (23,273) |
| Interest expense | (2,543) | (3,067) |
| Interest income | 15 | 195 |
| Loss from Continuing Operations Before Income Taxes | (4,269) | (49,644) |
| Income Tax Expense | — | 415 |
| Loss from Continuing Operations | (4,269) | (50,059) |
| Loss from Discontinued Operations (Note 7) net of income taxes of \$0 | (318) | (4,160) |
| NET LOSS | (4,587) | (54,219) |
| Pension Benefit Adjustment net of income taxes of \$0 | (807) | — |
| COMPREHENSIVE LOSS | <u>\$ (5,394)</u> | <u>\$ (54,219)</u> |
| LOSS PER COMMON SHARE—BASIC AND DILUTED | | |
| Continuing Operations | \$ (0.53) | \$ (6.23) |
| Discontinued Operations | (0.04) | (0.52) |
| Net Loss | <u>\$ (0.57)</u> | <u>\$ (6.75)</u> |

See accompanying Notes to Condensed Consolidated Financial Statements.

MAUI LAND & PINEAPPLE COMPANY, INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS

(UNAUDITED)

| | Six Months Ended, | |
|--|-------------------------------------|-------------|
| | 6/30/2010 | 6/30/2009 |
| | (in thousands except share amounts) | |
| OPERATING REVENUES | | |
| Product revenues | \$ 7,566 | \$ 6,791 |
| Service revenues | 11,467 | 12,666 |
| Total Operating Revenues | 19,033 | 19,457 |
| OPERATING COSTS AND EXPENSES | | |
| Cost of product revenues | 2,048 | 2,572 |
| Cost of service revenues | 14,789 | 18,886 |
| Selling and marketing | 1,530 | 2,404 |
| General and administrative | 3,255 | 12,679 |
| Impairment charges (Note 8) | — | 14,286 |
| Total Operating Costs and Expenses | 21,622 | 50,827 |
| Operating Loss | (2,589) | (31,370) |
| Equity in losses of affiliates (Note 11) | — | (24,403) |
| Interest expense | (5,886) | (4,543) |
| Interest income | 25 | 378 |
| Loss from Continuing Operations Before Income Taxes | (8,450) | (59,938) |
| Income Tax Expense | 85 | 800 |
| Loss from Continuing Operations | (8,535) | (60,738) |
| Income (Loss) from Discontinued Operations (Note 7) net of income taxes of \$0 | 1,243 | (6,704) |
| NET LOSS | (7,292) | (67,442) |
| Pension Benefit Adjustment net of income taxes of \$0 | 615 | — |
| COMPREHENSIVE LOSS | \$ (6,677) | \$ (67,442) |
| EARNINGS (LOSS) PER COMMON SHARE—BASIC AND DILUTED | | |
| Continuing Operations | \$ (1.06) | \$ (7.57) |
| Discontinued Operations | 0.16 | (0.83) |
| Net Loss | \$ (0.90) | \$ (8.40) |

See accompanying Notes to Condensed Consolidated Financial Statements.

MAUI LAND & PINEAPPLE COMPANY, INC. AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS

(UNAUDITED)

| | <u>6/30/2010</u> | <u>12/31/2009</u> |
|--|-------------------|-------------------|
| | (in thousands) | |
| ASSETS | | |
| CURRENT ASSETS | | |
| Cash and cash equivalents | \$ 1,333 | \$ 1,881 |
| Accounts receivable, less allowance of \$868 and \$452 for doubtful accounts | 2,356 | 3,684 |
| Refundable income taxes | — | 4,331 |
| Inventories | 3,083 | 3,387 |
| Prepaid expenses and other assets | 1,624 | 377 |
| Assets held for sale | 13,487 | 15,227 |
| Total Current Assets | <u>21,883</u> | <u>28,887</u> |
| PROPERTY | 147,693 | 144,903 |
| Accumulated depreciation | <u>(64,058)</u> | <u>(60,189)</u> |
| Net Property | <u>83,635</u> | <u>84,714</u> |
| OTHER ASSETS | <u>13,876</u> | <u>14,447</u> |
| TOTAL | <u>\$ 119,394</u> | <u>\$ 128,048</u> |
| LIABILITIES & STOCKHOLDERS' DEFICIENCY | | |
| CURRENT LIABILITIES | | |
| Current portion of long-term debt and capital lease obligations | \$ 63,956 | \$ 1,817 |
| Trade accounts payable | 5,613 | 6,581 |
| Payroll and employee benefits | 3,571 | 4,947 |
| Income taxes payable | 3,916 | 2,626 |
| Other accrued liabilities | 13,333 | 12,072 |
| Total Current Liabilities | <u>90,389</u> | <u>28,043</u> |
| LONG-TERM LIABILITIES | | |
| Long-term debt and capital lease obligations | 36,206 | 94,824 |
| Accrued retirement benefits | 24,073 | 28,076 |
| Plantation Golf Course (PGC) deferred credit (Note 10) | 45,409 | 46,338 |
| Other noncurrent liabilities | 6,585 | 7,708 |
| Total Long-Term Liabilities | <u>112,273</u> | <u>176,946</u> |
| COMMITMENTS AND CONTINGENCIES (Note 17) | | |
| STOCKHOLDERS' DEFICIENCY | | |
| Common stock—no par value, 43,000,000 shares authorized, 8,112,266 and 8,087,334 shares issued and outstanding | 35,707 | 35,437 |
| Additional paid in capital | 9,099 | 9,019 |
| Accumulated deficit | (124,015) | (116,723) |
| Accumulated other comprehensive loss | (4,059) | (4,674) |
| Stockholders' Deficiency | <u>(83,268)</u> | <u>(76,941)</u> |
| TOTAL | <u>\$ 119,394</u> | <u>\$ 128,048</u> |

See accompanying Notes to Condensed Consolidated Financial Statements.

MAUI LAND & PINEAPPLE COMPANY, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIENCY)

(UNAUDITED)

For the Six Months Ended June 30, 2010 and 2009

(in thousands)

| | Common Stock | | Additional Paid in Capital | Retained Earnings (Accumulated Deficit) | Accumulated Other Comprehensive Income (Loss) | Total |
|---------------------------------------|--------------|------------------|----------------------------------|--|--|--------------------|
| | Shares | Amount | | | | |
| Balance, January 1, 2010 | 8,087 | \$ 35,437 | \$ 9,019 | \$ (116,723) | \$ (4,674) | \$ (76,941) |
| Pension benefits adjustment (Note 13) | | | | | 615 | 615 |
| Share-based compensation expense | | | 428 | | | 428 |
| Vested restricted stock issued | 42 | 348 | (348) | | | — |
| Shares cancelled to pay tax liability | (17) | (78) | | | | (78) |
| Net loss | | | | (7,292) | | (7,292) |
| Balance, June 30, 2010 | <u>8,112</u> | <u>\$ 35,707</u> | <u>\$ 9,099</u> | <u>\$ (124,015)</u> | <u>\$ (4,059)</u> | <u>\$ (83,268)</u> |
| Balance, January 1, 2009 | 8,021 | \$ 34,791 | \$ 8,363 | \$ 6,558 | \$ (18,024) | \$ 31,688 |
| Share-based compensation expense | | | 969 | | | 969 |
| Vested restricted stock issued | 37 | 428 | (428) | | | — |
| Shares cancelled to pay tax liability | (11) | (95) | | | | (95) |
| Net loss | | | | (67,442) | | (67,442) |
| Balance, June 30, 2009 | <u>8,047</u> | <u>\$ 35,124</u> | <u>\$ 8,904</u> | <u>\$ (60,884)</u> | <u>\$ (18,024)</u> | <u>\$ (34,880)</u> |

See accompanying Notes to Condensed Consolidated Financial Statements.

MAUI LAND & PINEAPPLE COMPANY, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)

| | <u>Six Months Ended</u> | |
|--|-------------------------|-----------------|
| | <u>6/30/10</u> | <u>6/30/09</u> |
| | (in thousands) | |
| NET CASH USED IN OPERATING ACTIVITIES | \$ (2,091) | \$ (15,138) |
| INVESTING ACTIVITIES | | |
| Purchases of property | (2,321) | (547) |
| Proceeds from disposals of property | 3,091 | 195 |
| Other | (280) | 1,575 |
| NET CASH PROVIDED BY INVESTING ACTIVITIES | 490 | 1,223 |
| FINANCING ACTIVITIES | | |
| Proceeds from long-term debt | 11,000 | 6,600 |
| Payments of long-term debt and capital lease obligations | (8,888) | (51,237) |
| Net proceeds from PGC (Note 10) | — | 48,520 |
| Reduction of PGC deferred credit | (929) | (952) |
| Debt issuance cost and other | (130) | (1,187) |
| NET CASH PROVIDED BY FINANCING ACTIVITIES | 1,053 | 1,744 |
| NET DECREASE IN CASH AND CASH EQUIVALENTS | (548) | (12,171) |
| CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD | 1,881 | 13,668 |
| CASH AND CASH EQUIVALENTS AT END OF PERIOD | <u>\$ 1,333</u> | <u>\$ 1,497</u> |

Supplemental Disclosures of Cash Flow Information—Interest (net of amounts capitalized) of \$4,038,000 and \$5,032,000 was paid during the six months ended June 30, 2010 and 2009, respectively. Income taxes of \$5,536,000 and \$291,000 were refunded during the six months ended June 30, 2010 and 2009, respectively.

Supplemental Non-Cash Investing and Financing Activities—

- Property acquired under capital leases was \$697,000 during the six months ended June 30, 2009.
- A capital lease obligation of \$289,000 and the related asset acquired thereunder were transferred to a third party during the six months ended June 30, 2010.
- Amounts included in trade accounts payable for additions to property and for other investing activities totaled \$1,638,000 and \$1,124,000 at June 30, 2010 and 2009, respectively.

See accompanying Notes to Condensed Consolidated Financial Statements.

MAUI LAND & PINEAPPLE COMPANY, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

1. Basis of Presentation

The accompanying unaudited condensed consolidated financial statements have been prepared by Maui Land & Pineapple Company, Inc. (together with its subsidiaries, the “Company”) in accordance with U.S. generally accepted accounting principles (GAAP) for interim financial information that are consistent in all material respects with those applied in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2009, and pursuant to the instructions to Form 10-Q and Article 8 promulgated by Regulation S-X of the Securities and Exchange Commission (the “SEC”). Accordingly, they do not include all of the information and notes to financial statements required by GAAP for complete financial statements. In the opinion of management, the accompanying condensed consolidated financial statements contain all normal and recurring adjustments necessary to fairly present the Company’s financial position, results of operations and cash flows for the interim periods ended June 30, 2010 and 2009. The financial statements and notes should be read in conjunction with the consolidated financial statements and notes thereto included in the Company’s Form 10-K for the fiscal year ended December 31, 2009.

LIQUIDITY

At June 30, 2010 the Company had \$1.3 million in cash and cash equivalents. The Company incurred a loss from continuing operations of \$8.5 million and had negative cash flows from operations of \$2.1 million for the six months ended June 30, 2010. Reflected in the negative cash flow from operations was \$5.5 million of income taxes refunded in the quarter ended March 31, 2010. The Company had an excess of current liabilities over current assets of \$68.5 million and had a stockholders’ deficiency of \$83.3 million at June 30, 2010.

At June 30, 2010 the Company had \$100.2 million of total debt including capital leases. The Company has pledged a significant portion of its real estate holdings as security for borrowings under its credit facilities. In addition, both of the revolving lines of credit have financial covenants requiring among other things, a minimum of \$8 million in liquidity and a limitation on new indebtedness. Failure to satisfy the minimum liquidity covenants or to otherwise default under one credit agreement could result in a default under both credit agreements as well as a default under the \$40 million senior secured convertible notes, which notes were redeemed by the Company in full as of August 3, 2010. Defaults under the credit agreements could result in all outstanding borrowings becoming immediately due and payable.

The Company’s cash outlook for the next twelve months and its ability to make the required debt repayments in March 2011 and to continue to meet its financial covenants is highly dependent on selling certain real estate assets in a difficult market and its ability to raise additional equity capital and to refinance its existing debt. If the Company is unable to meet its financial covenants resulting in the borrowings becoming immediately due, or is unable to restructure its credit agreements to extend the maturity date beyond March 2011, the Company would not have sufficient liquidity to repay such outstanding borrowings. In addition, the Company is subject to several commitments and contingencies that could negatively impact its future cash flows, including commitments related to its investment in Kapalua Bay Holdings, LLC (Bay Holdings), its ongoing dispute with the Ladies Professional Golf Association (LPGA), and a legal dispute with a former grower related to the Company’s discontinued agricultural operations. These matters are further described in Note 17.

The aforementioned circumstances raise substantial doubt about the Company’s ability to continue as a going concern. There can be no assurance that the Company will be able to successfully achieve its initiatives discussed below in order to continue as a going concern. The accompanying condensed consolidated financial statements have been prepared assuming the Company will continue as a going concern and do not include any adjustments that might result should the Company be unable to continue as a going concern.

In response to these circumstances, the Company continues to undertake several financial and strategic initiatives to reduce cash commitments, to generate cash flow from a variety of sources and to further reduce its debt, including the sale of several real estate assets. The Company is actively working with its lenders to extend the maturity dates and modify other terms of its credit agreements.

In the first half of 2010, the Company concluded the sales of a 128-acre parcel and a two acre parcel that included its former administrative office building resulting in total cash proceeds (net of selling costs) of \$3.3 million.

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In May, 2010, the Company's shareholders authorized an additional 20 million shares of the Company's common stock; and in June 2010, the Company initiated a rights offering for up to \$40 million of its common stock with the intent to utilize the proceeds from the offering to repurchase up to all of its \$40 million of outstanding senior secured convertible notes.

On July 29, 2010, the rights offering concluded and the Company received gross subscription proceeds of \$40 million and issued 10,389,610 shares of common stock. As of August 3, 2010, the Company repurchased all \$40 million of its outstanding senior secured convertible notes for \$35.2 million (see Note 6).

2. Use of Estimates

The Company's reports for interim periods utilize numerous estimates of general and administrative expenses and other costs for the full year. Future actual amounts may differ from the estimates. Amounts in the interim reports are not necessarily indicative of results for the full year.

3. Inventories

Inventories as of June 30, 2010 and December 31, 2009 were as follows:

| | <u>6/30/10</u> | <u>12/31/09</u> |
|-------------------------------------|-----------------|-----------------|
| | (in thousands) | |
| Real estate | \$ 1,721 | \$ 1,721 |
| Merchandise, materials and supplies | 1,362 | 1,666 |
| Total Inventories | <u>\$ 3,083</u> | <u>\$ 3,387</u> |

4. Average Common Shares Outstanding Used to Compute Earnings Per Share

| | <u>Three Months Ended June 30,</u> | | <u>Six Months Ended June 30,</u> | |
|----------------------|------------------------------------|-------------|----------------------------------|-------------|
| | <u>2010</u> | <u>2009</u> | <u>2010</u> | <u>2009</u> |
| Basic and diluted | 8,093,326 | 8,034,162 | 8,086,243 | 8,027,346 |
| Potentially dilutive | 1,333,333 | 1,338,980 | 1,333,333 | 1,333,639 |

Basic earnings (loss) per share is computed by dividing net income or loss by the weighted-average number of common shares outstanding. Diluted earnings (loss) per share is computed similar to basic earnings (loss) per share except that the denominator is increased to include the number of additional common shares that would have been outstanding if the dilutive potential common shares from share-based compensation arrangements had been issued.

Potentially dilutive shares arise from non-qualified stock options to purchase common stock, non-vested restricted stock and common stock issuable upon assumed conversion of convertible debt. The treasury stock method is applied to determine the number of potentially dilutive shares for nonvested restricted stock and stock options assuming that the shares of nonvested restricted stock are issued for an amount based on the grant date market price of the shares and that the outstanding stock options are exercised. Convertible debt is assumed to be converted by applying the if-converted method. These amounts were excluded for all periods presented because the effect would be anti-dilutive.

5. Financing Arrangements

Long-term debt and capital lease obligations at June 30, 2010 and December 31, 2009 consisted of the following:

| | <u>6/30/2010</u> | <u>12/31/2009</u> |
|--|------------------|-------------------|
| | (in thousands) | |
| Revolving loans, 5.5% | \$ 63,500 | \$ 59,900 |
| Senior Secured Convertible Notes, 5.875% | 36,022 | 34,324 |
| Capital lease obligations | 640 | 2,417 |
| Total | 100,162 | 96,641 |
| Less current portion | 63,956 | 1,817 |
| Long-term debt and capital lease obligations | <u>\$ 36,206</u> | <u>\$ 94,824</u> |

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In November 2007, the Company entered into a \$90 million revolving line of credit secured by approximately 1,437 acres of the Company's West Maui land. All outstanding principal and accrued interest was scheduled to be due on November 13, 2009. In March 2009, the Company sold the Plantation Golf Course (PGC) for \$50 million (see Note 10), which was included in the collateral securing the line of credit agreement. In consideration for release of the PGC from the collateral, \$45 million of the sales proceeds were applied to partially repay outstanding borrowings and the credit limit under this facility was reduced to \$45 million. In conjunction with the PGC sale, the Company amended the line of credit agreement to extend the maturity date to March 13, 2010.

In October 2009, the line of credit agreement was amended and restated. The agreement principally increases the secured revolving line of credit from \$45 million to \$50 million, extends the maturity date of the credit agreement from March 2010 to March 2011, and re-sets financial covenants. As amended, the agreement provides that interest on loan draws accrue interest based on the LIBOR market index or applicable LIBOR rate, plus 4.25%, subject to a minimum interest rate of 5.5%. The financial covenants include a minimum liquidity (as defined in the agreement) of \$8 million and maximum total liabilities of \$240 million. There are no commitment fees on the unused portion of the revolving facility and interest is due monthly. The line of credit agreement contains various representations, warranties, affirmative, negative and financial covenants and events of default customary for financings of this type.

The Company has a \$25 million revolving loan that is secured by certain parcels of the Company's real property on Maui that matures in March 2011 (as amended). Commitment fees of 0.40% are payable on the unused portion of the revolving facility. The financial covenants include a minimum liquidity (as defined in the agreement) of \$8 million, maximum total liabilities of \$240 million, and limitations on capital expenditures. As amended, the agreement provides that interest on loan draws accrue interest based on the LIBOR market index or applicable LIBOR rate, plus 4.25%, subject to a minimum interest rate of 5.5%.

On July 28, 2008, the Company concluded a securities purchase agreement with certain institutional accredited investors and issued an aggregate of \$40 million in principal amount of senior secured convertible notes (the "convertible notes"), bearing 5.875% interest per annum payable quarterly in cash in arrears. The convertible notes were convertible, at any time following their issuance, into shares of common stock of the Company at an initial conversion price of \$33.50 per share, which is equal to an initial conversion rate of 29.8507 shares per \$1,000 principal amount of the convertible notes. On the third anniversary of the closing, each holder of the convertible notes had the right to require the Company to redeem all or any portion of such convertible note at a redemption price equal to 100% of the principal amount of the convertible note being redeemed, plus accrued and unpaid interest thereon. The convertible notes were redeemed in full as of August 3, 2010 (see Note 6).

6. Rights Offering

In June 2010, the Company initiated a rights offering for up to \$40 million of its common stock with the intent to utilize the proceeds from the offering to repurchase up to all of its \$40 million of outstanding senior secured convertible notes. In accordance with the terms of the offering, each shareholder received one non-transferable subscription right for each share of common stock owned as of the close of business on July 7, 2010, the record date. Each subscription right entitled the shareholder to purchase approximately 1.23 shares of common stock at a subscription price of \$3.85 per share. Shareholders who fully exercised all of their initial subscription rights were entitled to purchase any unsubscribed shares at the same subscription price per share, on a pro rata basis.

In conjunction with the rights offering, the Company entered into agreements with holders of its senior secured convertible notes to repurchase their notes at 88% of face value. The Company also paid to these holders a lock-up fee of 2% of face value in exchange for their agreement not to transfer their Notes for a 47-day period. In the event the Company did not raise sufficient capital through the rights offering to retire the notes or was unable to complete the rights offering in the 47-day period, the Company would forgo the 2% lock-up fee. As of June 30, 2010, the Company had entered into agreements to repurchase \$32.5 million of the notes.

The rights offering concluded on July 29, 2010 and the Company received gross subscription proceeds of \$40 million and issued 10,389,610 shares of common stock. As of August 3, 2010, the Company repurchased all \$40 million of its outstanding senior secured convertible notes for \$35.2 million.

7. Discontinued Operations

The Company ceased all operations in its Agriculture segment as of the end of 2009. The Company's Agriculture segment operating results and the loss on sale of the assets are reported as discontinued operations and prior period operating results have been reclassified for comparability. Income from discontinued operations for the six months ended June 30,

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2010 includes a credit of \$2.3 million representing the gain from settlement of the Company's post-retirement life insurance plans (Note 13). Revenues and income (loss) before income taxes for the discontinued operations were as follows:

| | Three Months Ended June 30, | | Six Months Ended June 30, | |
|--|--------------------------------|------------------------|------------------------------|------------------------|
| | 2010 (in thousands) | 2009 (in thousands) | 2010 (in thousands) | 2009 (in thousands) |
| Revenues | \$ — | \$ 4,525 | \$ — | \$ 9,414 |
| Income (Loss) from Discontinued Operations | \$ (318) | \$ (4,160) | \$ 1,243 | \$ (6,704) |

8. Impairment Charges

In the second quarter of 2009, the Company wrote off \$14.2 million of deferred development costs. Due to changing market conditions, several project development plans were written off because the projects as designed were no longer feasible. In addition, projects that were no longer compatible with the Company's future real estate development expectations were abandoned and all related predevelopment costs were written off. Also in the second quarter of 2009, the Company recorded a charge of \$1.9 million representing the adjustment of its real estate held for sale to its estimated fair value less cost to sell. The impairment related to the Company's Kahului property on which improvements for the fresh fruit processing plant were constructed and the impairment charge is recorded in discontinued operations.

9. Recently Issued Accounting Pronouncements

In June 2009, the Financial Accounting Standards Board (FASB) issued guidance to revise the approach to determine when a variable interest entity (VIE) should be consolidated. The new consolidation model for VIEs considers whether the Company has the power to direct the activities that most significantly impact the VIE's economic performance and shares in the significant risks and rewards of the entity. The guidance requires companies to continually reassess VIEs to determine if consolidation is appropriate and provide additional disclosures. The guidance was effective for the Company beginning January 1, 2010. The adoption of this standard did not have a material effect on the Company's consolidated financial statements as the Company does not currently have any VIEs.

In January 2010, the FASB issued guidance to improve disclosures about fair value measurements. The Company must provide additional disclosures regarding transfers in and out of levels 1 and 2, and activity in level 3 fair value measurements. The guidance also provides clarification regarding levels of disaggregation and disclosures about inputs and valuation techniques for both recurring and nonrecurring fair value measurements that fall in either level 2 or level 3. The additional disclosure requirements were effective for the Company beginning January 1, 2010, except for the additional disclosures regarding the roll forward of activity in Level 3 fair value measurements, which will be effective January 1, 2011.

10. Assets Held for Sale and Real Estate Sales

At June 30, 2010, assets held for sale included the Company's property in Kahului, Maui (25 acres). These assets include the site of the former corporate office and the former agriculture processing facilities. In April 2010, the Company sold the land and building that was previously its administrative offices in Kahului, Maui and recognized a gain of \$1.0 million, which is included in general and administrative expenses.

In March 2010, the Company sold real estate land inventory and recognized revenues of \$1.7 million and pre-tax profit of \$1.5 million.

In March 2009, the Company sold the land, improvements, structures and fixtures comprising the Plantation Golf Course (PGC) for \$50 million in cash. Concurrent with the closing of the sale, the Company entered into an agreement (Ground Lease) to leaseback the PGC for an initial period of two years for an annual net rental payment of \$4 million, payable monthly in advance. The Ground Lease requires the Company to replace the irrigation system at the PGC at its own cost and expense, subject to a cap of \$5 million. Because of the Company's continuing involvement associated with the obligation to replace the irrigation system, the sale and leaseback of the PGC has been accounted for as a financing transaction and, accordingly, the net proceeds received have been recorded as a non-current liability in the condensed consolidated balance sheets and no gain will be recognized until the irrigation system replacement project has been completed. Expected date of completion is September 2010.

11. Investments in Affiliates

KAPALUA BAY HOLDINGS, LLC

As a result of the 2009 losses incurred by Bay Holdings, the Company's carrying value of its investment in Bay Holdings and its \$3.6 million loan due from Bay Holdings were written down to zero in 2009. The Company does not expect to recover any amounts from its investment in Bay Holdings, has recorded its estimated share of its completion and recourse guarantees for its potential estimated liability and it has no further obligation to fund losses. The Company will not recognize any additional equity in the earnings (losses) of Bay Holdings until the Company's income attributable to Bay Holdings exceeds its accumulated losses. The Company had made cash contributions to Bay Holdings of \$53.2 million and an uncollateralized loan of \$3.6 million that accrued interest at 16%.

In June 2009, the Company recorded an impairment charge of \$21.3 million to reflect what management believed to be an impairment in the carrying value of its investment in Bay Holdings. In September 2009, Bay Holdings recorded impairment charges totaling \$208.8 million to reflect an impairment of the carrying value of its real estate inventories (whole and fractional condominium units) held for sale; and for the year 2009, Bay Holdings incurred total losses of \$256.2 million. The impairment charges reflected higher default rates on actual whole and fractional unit closings than was anticipated once construction was completed in June 2009, and also reflect a change in forecasted sales revenue on the unsold whole and fractional units that substantially reduces expected margins for those remaining units.

Construction of the six residential buildings comprised of 146 residences was complete by year-end 2009, however, the Company's and the other members' completion guaranty to the lenders will remain in place until the cost for all construction work has been settled and paid. The Company has no funding commitments relating to Bay Holdings beyond this amount.

Pursuant to previous agreements, the Company has a commitment to purchase the spa, beach club improvements and the sundry store (the "Amenities") from Bay Holdings at actual construction costs of approximately \$35 million. The Company is in discussions with the other members of Bay Holdings to negotiate the terms of the purchase agreement including the purchase price and payment terms, and is discussing whether the Company will even be required to purchase the Amenities.

In July 2006, Bay Holdings entered into a syndicated construction loan agreement with Lehman Brothers Holdings Inc. (Lehman) for the lesser of \$370 million or 61.6% of the total projected cost of the project. Lehman's commitment under the loan agreement was approximately 78% of the total. The loan was collateralized by the project assets, including the fee simple interest in the land owned by Bay Holdings, the adjacent spa parcel owned by the Company, and all of the sales contracts. On September 15, 2008, Lehman filed a petition under Chapter 11 of the U.S. Bankruptcy Code with the United States Bankruptcy Court, and on February 11, 2009, Bay Holdings, Lehman, other lenders under the loan agreement, Swedbank and MH Kapalua Venture, LLC, an affiliate of Marriott, entered into an Amended and Restated Construction Loan Agreement. Pursuant to the amended loan agreement, the aggregate amount that Bay Holdings could borrow, including amounts previously funded under the amended loan agreement was approximately \$354.5 million. In December 2009, Bay Holdings further amended the amended loan agreement to extend the maturity date of the principal payment of \$45.7 million that was previously due in February 2010 to December 2010. Bay Holdings' failure to repay amounts when due could result in all of its outstanding borrowings under the amended loan agreement becoming immediately due and payable. Bay Holdings' ability to make the December 2010 debt payment as scheduled is dependent on its ability to generate sufficient cash flows from fractional and whole unit closings. Bay Holdings is currently in negotiations with the lenders to restructure the terms of the amended loan agreement to provide available funding until the project is completely sold out.

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Summarized operating information for Bay Holdings for the three months and six months ended June 30, 2010 and 2009 is as follows:

| | Three Months Ended June 30, | | Six Months Ended June 30, | |
|-------------------|-----------------------------|------------|---------------------------|-------------|
| | 2010 | 2009 | 2010 | 2009 |
| | (in thousands) | | | |
| Revenues | \$ (2,227) | \$ (7,269) | \$ 7,268 | \$ (12,688) |
| Expenses | 6,954 | (3,030) | 20,317 | (6,915) |
| Net Income (Loss) | \$ (9,181) | \$ (4,239) | \$ (13,049) | \$ (5,773) |

Negative revenues and expense resulted from increasing the allowance for defaults, as sales of the pre-sold units were previously recognized on the percentage-of-completion method.

12. Share-Based Compensation

The total compensation expense recognized for share-based compensation was \$428,000 and \$969,000 for the six months ended June 30, 2010 and 2009, respectively, and \$182,000 and \$755,000 for the three months ended June 30, 2010 and 2009, respectively. The total tax benefit (expense) related thereto was \$-0- for the six months ended June 30, 2010 and 2009, and for the three months ended June 30, 2010 and 2009. Subsequent to issuance of the condensed consolidated financial statements for the quarter ending June 30, 2009, management determined that the \$272,000 and \$379,000 previously reported as the total tax benefit related to share-based compensation for the three and six month periods ending June 30, 2009 were incorrect. Accordingly, the total tax benefit has been restated to \$-0- for these periods. Recognized stock compensation was reduced for estimated forfeitures prior to vesting primarily based on historical annual forfeiture rates of approximately 4.3% and 3.6%, as of June 30, 2010 and 2009, respectively. Estimated forfeitures will be reassessed in subsequent periods and may change based on new facts and circumstances.

Stock Options

A summary of stock option award activity as of and for the six months ended June 30, 2010 is presented below:

| | Shares | Weighted Average Exercise Price | Weighted Average Grant-Date Fair Value | Weighted Average Remaining Contractual Term (years) | Aggregate Intrinsic Value \$(000)(1) |
|---------------------------------------|----------------|--|---|---|---|
| Outstanding at December 31, 2009 | 266,500 | \$ 29.20 | | | |
| Granted | — | \$ — | \$ — | | |
| Exercised | — | \$ — | \$ — | | |
| Forfeited or Cancelled | (97,000) | \$ 29.90 | \$ 11.05 | | |
| Outstanding at June 30, 2010 | <u>169,500</u> | \$ 27.58 | \$ 10.39 | 5.1 | \$ — |
| Exercisable at June 30, 2010 | <u>114,000</u> | \$ 30.94 | \$ 11.32 | 4.3 | \$ — |
| Expected to Vest at June 30, 2010 (2) | <u>40,109</u> | \$ 20.66 | \$ 8.47 | 6.8 | \$ — |

(1) For in-the-money options

(2) Options expected to vest reflect estimated forfeitures

Additional stock option information for the six months ended June 30, 2010 and 2009 is as follows:

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| | 2010 | 2009 |
|---|------|---------|
| Weighted Average Grant-Date Fair Value For Options | | |
| Granted During the Period | \$ — | \$ 3.11 |
| Intrinsic Value of Options Exercised \$(000) | — | — |
| Cash Received From Option Exercises \$(000) | — | — |
| Tax Benefit From Option Exercises \$(000) | — | — |
| Fair Value of Shares Vested During the Period \$(000) | 177 | 1,081 |

For the six months ended June 30, 2009, the fair value of the Company's stock options awarded was estimated using the Black-Scholes option pricing model and the following weighted average assumptions (there were no stock option awards granted in the first six months of 2010):

| | 2009 |
|-----------------------------------|-------|
| Expected Life of Options in Years | 6.5 |
| Expected Volatility | 46.1% |
| Risk-free interest rate | 2.4% |
| Expected dividend yield | — |

As of June 30, 2010, there was \$287,000 of total unrecognized compensation expense for awards granted under the stock option plans that is expected to be recognized over a weighted average period of 1.5 years.

Restricted Stock

In the first six months of 2010, 3,000 shares of restricted stock that vest as service requirements are met were granted to certain directors; and 26,875 shares (net of shares withheld for payment of income taxes) of restricted stock vested as directors' and management service requirements were met.

A summary of the activity for restricted stock awards as of and for the six months ended June 30, 2010 is presented below:

| | Shares | Weighted Average Grant-Date Fair Value |
|--|----------------|---|
| Nonvested balance at December 31, 2009 | 448,301 | \$ 8.25 |
| Granted | 3,000 | \$ 4.98 |
| Vested | (26,875) | \$ 8.57 |
| Forfeited or Cancelled | (98,918) | \$ 7.59 |
| Nonvested balance at June 30, 2010 | <u>325,508</u> | <u>\$ 9.46</u> |

13. Components of Net Periodic Benefit Cost

The net periodic benefit costs for pension and other post-retirement benefits for the three months and six months ended June 30, 2010 and 2009 were as follows:

| | Three Months Ended June 30, | | Six Months Ended June 30, | |
|--------------------------------------|--------------------------------|-----------------|------------------------------|-----------------|
| | 2010 | 2009 | 2010 | 2009 |
| (in thousands) | | | | |
| Pension Benefits | | | | |
| Service cost | \$ 30 | \$ 378 | \$ 60 | \$ 756 |
| Interest cost | 883 | 905 | 1,745 | 1,811 |
| Expected return on plan assets | (700) | (622) | (1,410) | (1,245) |
| Amortization of prior service cost | 1 | 11 | 2 | 22 |
| Amortization of transition liability | 2 | 4 | 4 | 8 |
| Recognized actuarial loss | 207 | 484 | 367 | 968 |
| Net expense | <u>\$ 423</u> | <u>\$ 1,160</u> | <u>\$ 768</u> | <u>\$ 2,320</u> |
| Other Benefits | | | | |
| Service cost | \$ — | \$ 54 | \$ 33 | \$ 109 |
| Interest cost | 41 | 200 | 65 | 399 |
| Amortization of prior service cost | (10) | — | (39) | — |
| Recognized actuarial gain | (226) | (120) | (424) | (241) |
| Recognized gain due to curtailment | — | — | (576) | — |
| Recognized gain due to settlement | — | — | (2,683) | — |
| Net expense (credit) | <u>\$ (195)</u> | <u>\$ 134</u> | <u>\$ (3,624)</u> | <u>\$ 267</u> |

In January 2010, the Company terminated its postretirement life insurance plan and recorded a settlement gain of \$2.7 million of which \$2.3 million was recorded to discontinued operations and \$345,000 was recorded as a credit to general and administrative expense. In February 2010, the Company terminated its postretirement medical coverage for non-bargaining retirees and recorded a curtailment gain of \$576,000 as a credit to general and administrative expense.

In 2010, minimum required contributions to the Company's defined benefit pension plans are expected to be \$1.7 million. To date in 2010, the Company has made pension plan contributions totaling \$992,000 and has failed to pay a 2010 plan year quarterly contribution of approximately \$394,000. On June 25, 2010, the Preservation of Access to Care for Medicare Beneficiaries and Pension Relief Act of 2010 (the "2010 Relief Act") was signed into law. The Company's expected plan contributions in 2010 includes the deferral of pension plan contributions provided for by the 2010 Relief Act with regard to plan years 2009 and 2010. The Company will be required to pay interest to the pension plans for all contributions that have been deferred. The Company expects to contribute \$190,000 to its other post-retirement benefit plans in 2010.

14. Fair Value Measurements

In its ongoing business operations, the Company's primary market risk exposure with regard to financial instruments is due to changes in interest rates. The Company manages this risk by monitoring interest rates and future cash requirements and evaluating opportunities to refinance borrowings at various maturities and interest rates. The Company also utilizes interest rate swaps or other derivatives to reduce risks associated with changes in interest rates.

GAAP requires that assets and liabilities carried at fair value be classified and disclosed in one of the following three categories:

Level 1: Quoted market prices in active markets for identical assets or liabilities.

Level 2: Observable market based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are not corroborated by market data.

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In July 2008, the Company issued \$40 million in senior secured notes that are convertible into the Company's common stock. The conversion features related to the notes gave rise to a derivative liability carried at fair value, with changes in fair value recognized currently in interest expense.

In January 2008, the Company entered into interest rate swap agreements to reduce future cash flow variability for approximately two years on \$55 million of variable rate debt. The effect of the agreements was to convert variable-rate interest, which was previously tied to 1-, 2-, 3- and 6-month LIBOR terms, to an average fixed-rate interest of approximately 2.9%, before applicable interest rate spreads. The transactions were not designated as hedges, and, accordingly, the gains and losses resulting from the change in fair value from these interest rate swaps were recognized currently in interest expense. The interest rate swap agreements expired in January 2010.

Information regarding assets and liabilities measured at fair value on a recurring basis is as follows:

| Derivatives not designated as hedges: | Balance Sheet Location | Fair Value(1) of Liability | |
|--|---------------------------|----------------------------|----------|
| | | Derivatives as of | |
| | | 6/30/10 | 12/31/09 |
| | | (in thousands) | |
| Interest rate swap agreements | Other current liabilities | \$ — | \$ 63 |
| Derivative liability related to convertible debt | Other current liabilities | 12 | 489 |

(1) Fair value measurements derived using significant other inputs (Level 2).

| Derivatives not designated as hedges: | Location of gain or (loss) recognized in statement of operations | Amount of gain or (loss) recognized on derivative | | Amount of gain or (loss) recognized on derivative | |
|--|--|---|---------|---|---------|
| | | Three Months Ended | | Six Months Ended | |
| | | 6/30/10 | 6/30/09 | 6/30/10 | 6/30/09 |
| | | (in thousands) | | (in thousands) | |
| Interest rate swap agreements | Interest expense | \$ — | \$ 258 | \$ 63 | \$ 487 |
| Derivative liability related to convertible debt | Interest expense | 654 | 46 | 477 | 1,424 |

Except as indicated below, the carrying amount of the Company's other financial instruments approximates fair value.

Long-Term Debt:

The fair value of long-term debt was estimated based on rates currently available to the Company for debt with similar terms and remaining maturities. The carrying amount of long-term debt at June 30, 2010 and December 31, 2009 was \$99,522,000 and \$94,224,000, respectively, and the fair value was \$97,971,000 and \$94,312,000, respectively.

15. Income Taxes

The effective tax rate for 2010 and 2009 reflects the recognition of expected federal alternative minimum tax liabilities and interim period tax benefits and changes to the tax valuation allowance.

The Company uses a recognition threshold and measurement attribute for the financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. Interest accrued related to unrecognized tax benefits is recognized as interest expense and penalties are recognized in general and administrative expense in the Company's consolidated statement of operations; and such amounts are included in income taxes payable on the Company's consolidated balance sheet.

At June 30, 2010, the Company had a liability of \$984,000 for unrecognized tax benefits and interest thereon of \$1.7 million. At June 30, 2010, \$13.6 million of unrecognized tax benefits represented taxes on revenues for which the timing of the taxability is uncertain and the liability for such taxes has been recognized as deferred tax liabilities. The acceleration of the recognition of such income would not affect the estimated annual effective tax rate, but would accelerate the payment of income taxes to earlier periods and would result in additional interest expense.

16. Operating Segment Information

| | Three Months Ended June 30, | | Six Months Ended June 30, | |
|--|--|--------------------|--------------------------------------|--------------------|
| | 2010 | 2009 | 2010 | 2009 |
| | (in thousands) | | (in thousands) | |
| Operating Revenues | | | | |
| Community Development | \$ 2,775 | \$ 1,810 | \$ 6,628 | \$ 3,787 |
| Resort | 5,449 | 6,713 | 12,303 | 15,333 |
| Other | 100 | 226 | 102 | 337 |
| Total Operating Revenues | \$ 8,324 | \$ 8,749 | \$ 19,033 | \$ 19,457 |
| Operating Income (Loss) | | | | |
| Community Development | \$ (70) | \$ (40,990) | \$ 736 | \$ (44,215) |
| Resort | (2,654) | (4,611) | (5,178) | (8,768) |
| Other (1) | 983 | (1,171) | 1,853 | (2,790) |
| Total Operating Loss (2) | (1,741) | (46,772) | (2,589) | (55,773) |
| Interest Expense | (2,528) | (2,872) | (5,861) | (4,165) |
| Income Tax Expense | — | (415) | (85) | (800) |
| Loss from Continuing Operations | (4,269) | (50,059) | (8,535) | (60,738) |
| Income (Loss) from Discontinued Operations (1) | (318) | (4,160) | 1,243 | (6,704) |
| Net Loss | \$ (4,587) | \$ (54,219) | \$ (7,292) | \$ (67,442) |

(1) Other operating income and income from discontinued operations for the first six months of 2010 include credits of \$750,000 and \$2.3 million, respectively, representing gains from the elimination of non-bargaining retiree medical insurance benefits and the termination of the Company's retiree life insurance plan in January 2010.

(2) Includes equity in losses of affiliates.

17. Commitments and Contingencies

LPGA

The Company had a contractual obligation to the LPGA to sponsor an annual golf tournament for five years beginning in October 2008. The cost of such a tournament, including the production and the purse is significant and the Company was seeking a title sponsor to defray part of the cost. In June 2009, the Company announced that due to a lack of a title sponsor, it was unable to hold the 2009 LPGA event that was scheduled for October. This has resulted in a dispute with the LPGA, which can be resolved by mediation and if necessary by binding arbitration. By agreement between the parties, mediation has been suspended through November 2010 and, in March 2010, the Company paid \$700,000 to the LPGA of which 50% will be applied towards sponsorship of an event if the parties are able to structure a future event. The Company is not able to estimate the losses that may be incurred if the Company is not able to further perform under the agreement and, accordingly, no additional provision for losses relating to this dispute has been recorded in the condensed consolidated financial statements. An unfavorable judgment against the Company could have a material negative impact to the Company's financial condition including its ability to comply with its debt covenants.

Discontinued Operations

The Company has various unsettled contractual obligations with regard to its now terminated Agriculture segment operations and has recorded its best estimate of the potential loss of \$3.5 million, which is included in other accrued liabilities in the condensed consolidated balance sheet at June 30, 2010.

On September 1, 2009, M. Yamamura and Sons, Inc. (Yamamura) filed a lawsuit against the Company, which alleges that the Company materially breached its planting agreement with Yamamura by not providing a planting schedule for 2009 and by asking Yamamura to cease planting pineapple for the Company until further notice. The lawsuit further alleges that the Company unilaterally restricted and impaired the value of Yamamura's benefits under the Planting Agreement. The Company intends to vigorously defend the lawsuit, but has recorded an immaterial amount as the low end of the range of its estimate of the potential exposure under the lawsuit.

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Pursuant to a 1999 settlement agreement with the County of Maui, the Company and several chemical manufacturers have agreed that until December 1, 2039, they will pay for 90% of the capital cost to install filtration systems in any future water wells if the presence of a nematocide commonly known as DBCP exceeds specified levels, and for the ongoing maintenance and operating cost for filtration systems on existing and future wells. The Company estimated its share of the cost to operate and maintain the filtration systems for the existing wells and its share of the cost of a letter of credit used to secure its obligations, and recorded a liability of \$250,000 in 1999. The Company recognized an additional liability and expense of \$262,000 since 1999; and paid \$368,000 for its share of the cost of the letter of credit securing its obligation and the capital costs to install a filtration system for an existing well. In March 2010, the Company was advised by the County of Maui that it intends to drill an exploratory water well on State of Hawaii lands that are directly above property that the Company previously used to plant pineapple. Management believes that the potential for contamination is low because the proposed well site is above the land where agricultural chemicals were used. Accordingly, a reserve for costs relating to the future well has not been recorded because the Company is not able to reasonably estimate the amount of its estimated potential liability (if any).

Investments in Affiliates

Pursuant to a previous agreement, the Company was committed to purchase from Bay Holdings certain Amenities (see Note 11) upon their completion in 2009 at the actual construction cost of approximately \$35 million. The Company is currently in discussions with the other members of Bay Holdings to negotiate the terms of the purchase agreement including the purchase and payment terms, and is discussing whether the Company will even be required to purchase the Amenities.

Pursuant to loan agreements of certain equity investments, the Company and the other members of the respective joint ventures have guaranteed to lenders each investor's pro rata share of costs and losses that may be incurred by the lender as a result of the occurrence of specified triggering events. These guarantees do not include full payment of the loans. At June 30, 2010, the Company has recognized the estimated fair value of its obligations under these agreements.

Other

In connection with the PGC sale and leaseback, the Company is obligated to replace the irrigation system prior to the end of the two-year leaseback term or March 2011. The replacement costs are capped at \$5 million under the terms of the agreement. The Company has incurred approximately \$3 million of replacement costs through June 30, 2010 and expects to incur an additional \$600,000 to finish the project by the September 2010 expected completion date (see Note 10).

In connection with a Honolua Ridge Phase II lot sale in 2007, the Company deferred the recognition of \$4.3 million of revenues because of contingencies that could result in the Company becoming obligated to repurchase the lot from the buyer. The buy-back provision will expire in November 2010.

In February 2010, the Company received notification from the Internal Revenue Service proposing changes to the Company's employment tax withholdings. The Company currently does not expect the impact of the ultimate resolution of the matter to be material and has recorded an immaterial amount as the low end of the range of its estimated potential exposure.

In addition to the matters noted above, there are various other claims and legal actions pending against the Company. In the opinion of management, after consultation with legal counsel, the resolution of these other matters is not expected to have a material adverse effect on the Company's financial position or results of operations. The Company, as an investor in various affiliates (partnerships, limited liability companies), may under specific circumstances be called upon to make additional capital contributions.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our audited consolidated financial statements and related notes included in our Annual Report on Form 10-K for the year ended December 31, 2009 and the unaudited condensed consolidated financial statements and related notes included in this Quarterly Report on Form 10-Q. Depending upon the context, the terms the "Company," "we," "our," and "us," refers to either Maui Land & Pineapple Company, Inc. alone, or the Company and its subsidiaries.

Overview of the Company

Maui Land & Pineapple Company, Inc. is a Hawaii corporation and the successor to a business organized in 1909. We are a landholding company. Our principal subsidiary is Kapalua Land Company, Ltd., the operator and developer of Kapalua Resort, a master-planned community in West Maui. Our reportable operating segments are Resort and Community Development. In December 2009, all of our Agriculture segment operations were ceased and the segment is reported as discontinued operations.

Resort

The Kapalua Resort is part of approximately 21,800 acres owned by us in West Maui, most of which remains as open space. The Kapalua Resort borders the ocean with five white sand beaches and includes The Ritz-Carlton, Kapalua hotel, the Ritz-Carlton Club and Residences at Kapalua Bay, the Kapalua Spa, eight residential subdivisions, two championship golf courses (The Bay and The Plantation), a ten-court tennis facility, several restaurants, and over 800 condominiums, single-family homes and residential lots. We operate Kapalua Resort's two golf courses, the tennis facility, and several retail shops. Prior to mid-December 2009, our Resort operations also included a vacation rental program (The Kapalua Villas) and Kapalua Adventures, which is comprised of zip-lines stretching over scenic ravines in the West Maui mountains, a high ropes challenge course, a climbing wall and other activities. In December 2009, we entered into agreements to transfer the operations of The Kapalua Villas and Kapalua Adventures operations to third parties, from which we receive lease and license income.

Community Development

The Community Development segment includes our real estate entitlement, development, construction, sales, leasing, and conservation activities. Our projects are focused primarily on the luxury real estate market in and surrounding the Kapalua Resort and affordable and moderately priced residential and mixed use projects in West Maui and Upcountry Maui. This segment also includes the operations of Kapalua Realty Company, our general brokerage real estate company located within the Resort, and Kapalua Water Company and Kapalua Waste Treatment Company, our Public Utilities Commission-regulated water and sewage operations that service the Kapalua Resort and adjacent communities.

The Community Development segment also includes our 51% equity interest in Bay Holdings, the limited liability company that purchased the Kapalua Bay Hotel in August 2004 (Note 11 to condensed consolidated financial statements). Bay Holdings demolished the Kapalua Bay Hotel and the adjacent shops in order to develop new whole and fractional residential units, an ocean-side spa, and a beach club at that location. Construction was substantially complete in June 2009 and includes 84 whole ownership units and 744 fractional units of which 23 whole ownership and 135 fractional units closed escrow through the end of the second quarter of 2010.

We have approximately 1,600 acres of land in Maui that are at various stages in the land entitlement process. We must obtain appropriate entitlements for land that we intend to develop or use for construction. Securing proper land entitlements is a process that requires obtaining county, state and federal approvals, which can take several years to complete, if completed at all, and entails a variety of risks.

At the end of 2008, we postponed the start of construction of new development projects until economic conditions improve. However, we expect to continue engaging in planning, permitting and entitlement activities for our development projects, and we intend to proceed with construction and sales of the following projects, among others, when internal and external factors permit:

- **Kapalua Mauka:** As presently planned, this project is comprised of 640 single and multi-family residential units and commercial components, five acres of commercial space and up to 27 holes of golf on a total of 800 acres.
- **The Village at Kapalua:** This is the commercial component of the central area of the Kapalua Resort. It is planned to be built in two phases and will add approximately 30,000 square feet of new commercial/retail space to the Kapalua Resort.

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The Village will also include apartments, condominiums and other resort-related facilities. The first phase of the commercial component opened in 2006, which included approximately 12,000 square feet of commercial/retail space.

- **Pulelehua:** This project is designed to be a new traditional community for working families in West Maui. It encompasses 312 acres and is currently planned to include 13 acres for an elementary school, 882 dwelling units, 91 acres of usable open space, and a traditional village center with a mix of residential and neighborhood-serving commercial uses. We are currently in the process of securing a hearing for the project with the Maui County Council Land Use Committee.
- **Hali`imaile Town:** This project is contemplated to be a new town in Upcountry Maui, a holistic traditional community with agriculture, education, and sustainability as core design elements. Community design workshops were held to involve the Maui community in determining the vision for this community. The public approval process for any plan to develop this area is expected to take several years and will be subject to urban growth boundary determination by the County of Maui as it updates the County General Plan over the next year.

Discontinued Operations

The Agriculture segment primarily included growing, packing, and marketing of fresh pineapple. Our pineapple was sold under the brand names *Maui Gold*[®] and *Hawaiian Gold*[™]. We also grew and marketed fresh organic pineapple. On December 31, 2009, we ceased all agriculture operations and we entered into agreements with an unrelated party that began to grow and market Maui Gold[®] pineapple as of January 1, 2010. We will receive royalty payments based upon sales volume from such third parties, which amounts are expected to be immaterial.

Current Developments

For the second quarter of 2010, we reported a net loss of \$4.6 million and for the first six months of 2010, we reported a net loss of \$7.3 million. Cash used in operating activities for the first six months of 2010 was \$2.1 million and includes the receipt of \$5.5 million in tax refunds. These results reflect improved operating performance and overhead cost reductions, and \$3.4 million of gains due to the termination of certain post-retirement benefits. In December 2009, we ceased our pineapple operations, as well as our Kapalua Villas, Kapalua Adventures, security and shuttle operations.

- In April 2010, John P. Durkin resigned and Tim T. Esaki was appointed to fill the position of Chief Financial Officer.
- At our Annual Meeting in May 2010, our shareholders voted to reduce the size of and to declassify our Board of Directors. Stephen M. Case, Walter H. Haruki, David A. Heenan, Kent T. Lucien, Duncan MacNaughton, Arthur C. Tokin and Fred E. Trotter III were elected to our board for a one-year term. The shareholders also voted to authorize an additional 20,000,000 shares of MLP common stock.
- On June 30, 2010, we filed with the Securities and Exchange Commission a final prospectus for the distribution to our shareholders of subscription rights to purchase up to 10,389,610 shares of our common stock at \$3.85 per share. The rights offering expired on July 29, 2010 and resulted in gross proceeds of \$40 million, of which \$35.2 million was used to repay \$40 million of senior secured convertible notes.

Critical Accounting Policies and Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires the use of accounting estimates. Changes in these estimates and assumptions are considered reasonably possible and may have a material effect on the consolidated financial statements and thus actual results could differ from the amounts reported and disclosed herein. Our critical accounting policies that require the use of estimates and assumptions were discussed in detail in our most recently filed Form 10-K. There have been no significant changes in our critical accounting policies during the first six months of 2010.

There are no other accounting pronouncements or interpretations that have been issued but not yet applied by us that we believe will have a material impact on our consolidated financial statements.

RESULTS OF OPERATIONS*Three Months Ended June 30, 2010 compared to Three Months Ended June 30, 2009***CONSOLIDATED**

| | <u>Three Months Ended June 30,</u> | | <u>change</u> |
|--|-------------------------------------|-------------|---------------|
| | <u>2010</u> | <u>2009</u> | |
| | (in millions, except share amounts) | | |
| <i>Consolidated Revenues</i> | \$ 8.3 | \$ 8.7 | \$ (0.4) |
| <i>Loss From Continuing Operations</i> | \$ (4.3) | \$ (50.0) | \$ 45.7 |
| <i>Loss From Discontinued Operations</i> | \$ (0.3) | \$ (4.2) | \$ 3.9 |
| <i>Net Loss</i> | \$ (4.6) | \$ (54.2) | \$ 49.6 |
| <i>Net Loss Per Common Share</i> | \$ (0.57) | \$ (6.75) | \$ 6.18 |

We reported a net loss of \$4.6 million (\$0.57 per share) for the second quarter of 2010 compared to a net loss of \$54.2 million (\$6.75 per share) for the second quarter of 2009. The loss for the second quarter of 2009 included a charge of \$21.3 million for the decrease in value of our investment in Bay Holdings; charges of \$14.2 million for the write off of development plans that are no longer considered feasible due to changes in market conditions; and a charge of \$1.9 million representing an adjustment to estimated fair value less cost to sell of certain real estate that we have classified as held for sale (included in loss from discontinued operations).

General and Administrative

Consolidated general and administrative expenses were \$1.4 million for the second quarter of 2010 compared to \$6.6 million for the second quarter of 2009.

The major components of the difference in general and administrative expenses were as follows:

| | <u>Three Months Ended</u> | | <u>change</u> |
|---|---------------------------|---------------|-----------------|
| | <u>June 30,</u> | | |
| | <u>2010</u> | <u>2009</u> | |
| | (in millions) | | |
| Pension and other post retirement expense | \$ 0.3 | \$ 1.3 | \$ (1.0) |
| Salaries, wages and stock compensation | 0.9 | 1.4 | (0.5) |
| Employee severance expense | — | 0.7 | (0.7) |
| (Gain) loss on asset disposal | (1.0) | 2.1 | (3.1) |
| Other | 1.2 | 1.1 | 0.1 |
| Total | <u>\$ 1.4</u> | <u>\$ 6.6</u> | <u>\$ (5.2)</u> |

The reduction in pension and other post retirement expense was due to the non-bargaining unit pension plan being frozen at the end of 2009, the postretirement health benefit for non-bargaining retirees being terminated in February 2010, and the postretirement life insurance plan for retirees being terminated in January 2010.

The decrease in salaries, wages, and stock compensation expense reflect staffing reductions and attrition in all operating segments and in corporate services. As of June 30, 2010, we had 220 employees compared to 647 employees as of June 2009. Severance expense in the second quarter of 2009 includes amounts related to the termination of our former President and Chief Executive Officer in May 2009.

Gain on asset disposal in 2010 includes the gain of \$1.0 million from the sale of our former administrative offices in Kahului, Maui. Loss on disposal of assets for 2009 includes a charge of \$1.9 million for the settlement payment and forfeiture of a deposit where we were obligated to purchase certain real estate at Kapalua Resort.

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General and administrative expenses are incurred at the corporate level and at the operating segment level. All general and administrative expenses incurred at the corporate level are allocated to our operating segments. Such allocations are made on the basis of our evaluation of services provided to the operating segments.

Interest Expense

Interest expense was \$2.5 million for the second quarter of 2010 compared to \$3.1 million for the second quarter of 2009. Included in interest expense for the second quarter of 2010 and 2009 are net charges of \$206,000 and \$736,000, respectively, representing the change in the estimated fair value of the derivative liability that was bifurcated from the \$40 million convertible notes, plus accretion on the carrying value of the notes. Also included in interest expense is a credit of \$258,000 for the second quarter of 2009, representing the change in fair value of certain interest rate swap agreements. These swap agreements expired in January 2010. In the second quarter of 2010 our average borrowings were approximately \$900,000 lower than the second quarter of 2009. Our effective interest rate on borrowings was 5.7% in the second quarter of 2010 compared to 6.5% in the second quarter of 2009.

RESORT

| | <u>Three Months Ended June 30,</u> | | <u>change</u> |
|-----------------------------------|------------------------------------|---------------|---------------|
| | <u>2010</u> | <u>2009</u> | |
| | | (in millions) | |
| <i>Revenues</i> | \$ 5.4 | \$ 6.7 | \$ (1.3) |
| <i>% of consolidated revenues</i> | 65 % | 77 % | |
| <i>Operating Loss</i> | \$ (2.7) | \$ (4.6) | \$ 1.9 |

Resort segment revenues decreased from \$6.7 million in the second quarter of 2009 to \$5.4 million for the second quarter of 2010, or 19%, primarily reflecting the absence of revenues from The Kapalua Villas and Kapalua Adventures in 2010 as these operations were leased to third parties to operate in December 2009. We are now receiving lease and license income related to these operations that is reflected in the Community Development segment results. Partially offsetting the decrease in Resort operations revenues from The Kapalua Villas and Kapalua Adventures was an increase in revenues from our golf operations and from the Kapalua Spa. The Kapalua Spa began operating in July 2009. The Resort segment reported an operating loss of \$2.7 million for the second quarter of 2010, compared to an operating loss of \$4.6 million for the second quarter of 2009. The improved results reflect better results from our golf and spa operations and general cost reductions throughout the Resort segment operations. The results reported by the Company's operating segments include allocations of corporate and administrative overhead charges. Visitor counts to Maui for the second quarter of 2010 increased over the same period a year ago, which also contributed to the improved results.

Golf and Retail

Revenues from golf operations increased by approximately 4% in the second quarter of 2010 compared to the second quarter of 2009, primarily from a 6% increase in paid rounds of golf partially offset by a 3% decrease in average greens and cart fees per paid round. Resort retail sales for the second quarter of 2010 were approximately 13% lower than the second quarter of 2009, primarily reflecting the reduced spending by guests and a reduction in retail and food and beverage space with the closure of the Kapalua Adventures retail and café in December 2009 and the closure of our tennis retail area in November 2009.

COMMUNITY DEVELOPMENT

| | <u>Three Months Ended June 30,</u> | | <u>change</u> |
|-----------------------------------|------------------------------------|---------------|---------------|
| | <u>2010</u> | <u>2009</u> | |
| | | (in millions) | |
| <i>Revenues</i> | \$ 2.8 | \$ 1.8 | \$ 1.0 |
| <i>% of consolidated revenues</i> | 34 % | 21 % | |
| <i>Operating Loss</i> | \$ (0.1) | \$ (41.0) | \$ 40.9 |

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The Community Development segment reported an operating loss of \$70,000 for the second quarter of 2010 compared to an operating loss of \$41.0 million for the second quarter of 2009. Revenues from this operating segment were \$2.8 million for the second quarter of 2010 compared to \$1.8 million for the second quarter of 2009. Increased revenues reflect lease and license agreements that were put in place in December 2009 and increased commission income from the sale of real estate. The operating loss for the second quarter of 2009 included a charge of \$21.3 million representing impairment of our investment in Bay Holdings and a charge of \$14.2 million for the write off of project development plans that were no longer feasible as designed due to changing market conditions. In 2010, we did not recognize any additional losses from this investment as the carrying value of our investment and our loan to Bay Holdings have been written down to zero and we have no further obligation to fund losses (Note 11 to condensed consolidated financial statements).

Real Estate Inventory Sales

There were no sales of real estate inventories in the second quarters of 2010 or 2009.

DISCONTINUED OPERATIONS

| | <u>Three Months Ended June 30,</u> | | <u>change</u> |
|--|------------------------------------|---------------|---------------|
| | <u>2010</u> | <u>2009</u> | |
| | | (in millions) | |
| <i>Loss From Discontinued Operations Before Income Taxes</i> | \$ (0.3) | \$ (4.2) | \$ 3.9 |

As of the end of 2009, we ceased all of our agricultural operations (Note 7 to condensed consolidated financial statements) and we are reporting these operating results as discontinued operations with prior period amounts restated for comparability.

*Six Months Ended June 30, 2010 compared to Six Months Ended June 30, 2009***CONSOLIDATED**

| | <u>Six Months Ended June 30,</u> | | <u>change</u> |
|---|----------------------------------|-------------------------------------|---------------|
| | <u>2010</u> | <u>2009</u> | |
| | | (in millions, except share amounts) | |
| <i>Consolidated Revenues</i> | \$ 19.0 | \$ 19.5 | \$ (0.5) |
| <i>Loss From Continuing Operations</i> | \$ (8.5) | \$ (60.7) | \$ 52.2 |
| <i>Income (Loss) From Discontinued Operations</i> | \$ 1.2 | \$ (6.7) | \$ 7.9 |
| <i>Net Loss</i> | \$ (7.3) | \$ (67.4) | \$ 60.1 |
| <i>Net Loss Per Common Share</i> | \$ (0.90) | \$ (8.40) | \$ 7.50 |

We reported a net loss of \$7.3 million (\$0.90 per share) for the first six months of 2010 compared to a net loss of \$67.4 million (\$8.40 per share) for the first six months of 2009. Net loss for the first six months of 2010 includes a credit of \$3.4 million representing the gain recognized from the curtailment of our postretirement medical plan and settlement of our postretirement life insurance plan (Note 13 to condensed consolidated financial statements) and pre-tax profits of \$2.5 million from the sale of real estate inventory and our former administrative offices in Kahului. The loss for the first six months of 2009 reflects charges totaling \$24.4 million attributable to our investment in Bay Holdings, including an impairment charge of \$21.3 million in June 2009 due to an other-than-temporary decrease in value of our investment; a charge of \$14.2 million for the write off of development plans that are no longer considered feasible because of changing market conditions; and a \$1.9 million impairment charge to real estate held for sale (included in loss from discontinued operations).

[Table of Contents](#)*General and Administrative*

Consolidated general and administrative expenses were \$3.3 million for the first six months of 2010 compared to \$12.7 million for the first six months of 2009.

The major components of the difference in general and administrative expenses were as follows:

| | Six Months Ended June 30, | | change |
|---|------------------------------|----------------|-----------------|
| | 2010 | 2009 | |
| | | (in millions) | |
| Pension and other post retirement expense | \$ (0.5) | \$ 2.6 | \$ (3.1) |
| Salaries, wages and stock compensation | 1.9 | 3.1 | (1.2) |
| Employee severance expense | 0.1 | 1.5 | (1.4) |
| Professional services | 1.0 | 1.4 | (0.4) |
| (Gain) loss on asset disposal | (1.0) | 2.1 | (3.1) |
| Other | 1.8 | 2.0 | (0.2) |
| Total | <u>\$ 3.3</u> | <u>\$ 12.7</u> | <u>\$ (9.4)</u> |

In the first six months of 2010, we recognized a credit of \$3.4 million that primarily represented the curtailment and settlement gains as a result of the termination of our postretirement life insurance plan for all retirees and elimination of retiree medical insurance benefits for non-bargaining retirees; \$2.3 million of the settlement gain for the termination of the life insurance plan was credited to discontinued operations. In addition, our non-bargaining pension plan was frozen as of January 1, 2010, so there was no service cost accrued for this plan in 2010 (Note 13 to condensed consolidated financial statements).

The decrease in salaries, wages, and stock compensation expense reflect staffing reductions and attrition in all operating segments and in corporate services. Staff reductions took place throughout 2009, and further attrition continued in 2010. As of June 30, 2010, we had 220 employees compared to 647 employees as of June 2009. Severance expense in the first six months of 2009 was due to the termination of approximately 100 employees from our work force in March and severance related to the termination of our former President and Chief Executive Officer in May 2009.

The decrease in professional and other services reflects a reduction in use of outside consultants.

Gain on asset disposal in 2010 includes the gain of \$1.0 million from the sale of our former administrative offices in Kahului, Maui. Loss on disposal of assets for 2009 includes a charge of \$1.9 million for the settlement payment and forfeiture of a deposit where we were obligated to purchase certain real estate at Kapalua Resort.

General and administrative expenses are incurred at the corporate level and at the operating segment level. All general and administrative expenses incurred at the corporate level are allocated to our operating segments. Such allocations are made on the basis of our evaluation of services provided to the operating segments.

Interest Expense

Interest expense was \$5.9 million for the first six months of 2010 compared to \$4.5 million for the first six months of 2009. Included in interest expense for the first six months of 2010 and 2009 are net charges of \$1,223,000 and \$119,000, respectively, representing the decrease in the estimated fair value of the derivative liability that was bifurcated from the \$40 million convertible notes, plus accretion on the carrying value of the notes. Also included in interest expense are credits of \$63,000 and \$487,000 for the first six months of 2010 and 2009, respectively, representing the change in fair value of certain interest rate swap agreements. These swap agreements expired in January 2010. In the first six months of 2010 our average borrowings were approximately \$9.8 million lower than the first six months of 2009. Our effective interest rate on borrowings was 5.8% in the first six months of 2010 compared to 5.6% in the first six months of 2009.

RESORT

| | <u>Six Months Ended June 30,</u> | | |
|-----------------------------------|----------------------------------|-------------|---------------|
| | <u>2010</u> | <u>2009</u> | <u>change</u> |
| | (in millions) | | |
| <i>Revenues</i> | \$ 12.3 | \$ 15.3 | \$ (3.0) |
| <i>% of consolidated revenues</i> | 65 % | 78 % | |
| <i>Operating Loss</i> | \$ (5.2) | \$ (8.8) | \$ 3.6 |

Resort segment revenues decreased from \$15.3 million in the first six months of 2009 to \$12.3 million for the first six months of 2010, or 20%, reflecting the absence of revenues from The Kapalua Villas and Kapalua Adventures in 2010 as these operations were leased to third parties to operate in December 2009. We are now receiving lease and license income related to these operations that is reflected in the Community Development segment results. Increase in revenues from our golf operations and from the Kapalua Spa partially offset reductions from the operations that we no longer operate. The Resort segment reported an operating loss of \$5.2 million for the first six months of 2010, compared to an operating loss of \$8.8 million for the first six months of 2009. The improved results reflect better results from our golf and spa operations and general cost reductions throughout the Resort segment operations. The results reported by the Company's operating segments include allocations of corporate and administrative overhead charges. Visitor counts to Maui for the first six months of 2010 increased over the same period a year ago, which also contributed to the improved results.

Golf and Retail

Revenues from golf operations increased by approximately 7% in the first six months of 2010 compared to the first six months of 2009, primarily from an 8% increase in paid rounds of golf partially offset by a 3% decrease in average greens and cart fees per paid round. Resort retail sales for the first six months of 2010 were approximately 14% lower than the first six months of 2009, primarily reflecting the reduced spending by guests and a reduction in retail and food and beverage space with the closure of the Kapalua Adventures retail area and café in December 2009 and the closure of our tennis retail area in November 2009.

COMMUNITY DEVELOPMENT

| | <u>Six Months Ended June 30,</u> | | |
|-----------------------------------|----------------------------------|-------------|---------------|
| | <u>2010</u> | <u>2009</u> | <u>change</u> |
| | (in millions) | | |
| <i>Revenues</i> | \$ 6.6 | \$ 3.8 | \$ 2.8 |
| <i>% of consolidated revenues</i> | 35 % | 19 % | |
| <i>Operating Profit (Loss)</i> | \$ 0.7 | \$ (44.2) | \$ 44.9 |

The Community Development segment reported an operating profit of \$736,000 for the first six months of 2010 compared to an operating loss of \$44.2 million for the first six months of 2009. Revenues from this operating segment were \$6.6 million for the first six months of 2010 compared to \$3.8 million for the first six months of 2009. Increased revenues reflect lease and license agreements that were put in place in December 2009 and increased commission income from the sale of real estate. The operating loss for the first six months of 2009 included a charge of \$21.3 million representing impairment of our investment in Bay Holdings and a charge of \$14.2 million for the write off of project development plans that were no longer feasible as designed due to changing market conditions. In 2010, we did not recognize any additional losses from this investment as the carrying value of our investment and our loan to Bay Holdings have been written down to zero and we have no further obligation to fund losses (Note 11 to condensed consolidated financial statements).

Real Estate Sales

In the first six months of 2010, we sold approximately 128 acres of land in Upcountry Maui and recognized revenues of \$1.7 million and pre-tax profit of approximately \$1.5 million. There were no real estate sales in the first six months of 2009.

DISCONTINUED OPERATIONS

| | <u>Six Months Ended June 30,</u> | | <u>change</u> |
|--|----------------------------------|-------------|---------------|
| | <u>2010</u> | <u>2009</u> | |
| | (in millions) | | |
| <i>Income (Loss) From Discontinued Operations Before</i> | | | |
| <i>Income Taxes</i> | \$ 1.2 | \$ (6.7) | \$ 7.9 |

As of the end of 2009, we ceased all of our agricultural operations (Note 7 to condensed consolidated financial statements) and we are reporting these operating results as discontinued operations with prior period amounts restated for comparability. Income from discontinued operations for the first six months of 2010 includes a credit of \$2.3 million representing the pineapple operations gain from terminating our postretirement life insurance plan in January 2010 (Note 13 to condensed consolidated financial statements).

LIQUIDITY AND CAPITAL RESOURCES*Debt Position*

At June 30, 2010, our total debt, including capital leases, was \$100.2 million, compared to \$96.6 million at December 31, 2009. The increase in outstanding debt in the first six months of 2010 was primarily due to expenditures related to (1) our \$40 million rights offering that was mailed to the shareholders in early July and (2) note purchase agreements with certain holders of our senior secured convertible notes. In addition, negative net cash flows from operating activities of \$2.1 million and accretion on the carrying value of our senior secured convertible notes contributed to the increased debt balance. At June 30, 2010, we had approximately \$10.4 million available under existing lines of credit and \$1.3 million in cash and cash equivalents; an excess of current liabilities over current assets of \$68.5 million, and a deficiency in stockholders' equity (total liabilities exceeded total assets) of \$83.3 million.

Included in current liabilities are \$63.5 million of borrowings outstanding under agreements that are scheduled to mature in March 2011, with financial covenants requiring among other things, a minimum of \$8 million in liquidity and a limitation on new indebtedness. In addition, as of June 30, 2010, we had \$40 million of outstanding convertible notes, which notes we redeemed in full as of August 3, 2010. Failure to satisfy the minimum liquidity covenants or to otherwise default under one credit agreement could result in a default under both credit agreements. Defaults under the credit agreements could result in all outstanding borrowings becoming immediately due and payable.

Liquidity

Our cash outlook for the next twelve months and our ability to make the required debt repayment in March 2011 and to continue to meet our financial covenants is highly dependent on selling certain real estate assets in a difficult market, our ability to raise additional equity capital and to refinance our existing debt. If we are unable to meet our financial covenants resulting in the borrowings becoming immediately due, or are unable to restructure our credit agreements to extend the maturity date beyond March 2011, we would not have sufficient liquidity to repay such outstanding borrowings. In addition, we have a commitment to purchase the spa, beach club improvements and the sundry store, referred to as the Amenities, from Bay Holdings at actual construction costs of approximately \$35 million. We do not currently have the cash resources to complete the purchase. We are in discussions with the other members of Bay Holdings to negotiate the terms of the purchase agreement including the purchase price and payment terms, and are discussing whether we will even be required to purchase the Amenities. In June 2009, we announced that due to a lack of a title sponsor, we were unable to hold the 2009 LPGA event that was scheduled for October. This has resulted in a dispute with the LPGA, which can be resolved by mediation and if necessary by binding arbitration. By agreement between the parties, mediation has been suspended through November 2010 and we paid \$700,000 of which 50% will be applied towards sponsorship of an event if the parties are able to structure a future event. In addition, in September 2009, Yamamura filed a lawsuit against us alleging that we materially breached the Maui Gold Pineapple Planting and Fruit Purchase Agreement by not providing a planting schedule for 2009 and by asking Yamamura to cease planting pineapple for us, and that we unilaterally restricted and impaired the value of Yamamura's benefits under the agreement. We are also subject to other commitments and contingencies that could negatively impact our future cash flows. These matters are further described in Note 17 to our condensed consolidated financial statements. These circumstances raise substantial doubt about our ability to continue as a going concern. There can be no assurance that we will be able to successfully achieve our initiatives discussed below in order to continue as a going concern. Our condensed consolidated financial statements do not include any adjustments that might result should we be unable to continue as a going concern.

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In response to these circumstances, we continue to undertake several financial and strategic initiatives to reduce cash commitments and generate cash flow from a variety of sources, including the sale of several real estate assets. In the first six months of 2010, we concluded the sale of two properties that resulted in total cash proceeds (net of selling costs) of \$3.3 million. On July 29, 2010, our \$40 million rights offering to issue up to 10,389,610 shares of common stock expired and we received gross subscription proceeds of \$40 million. Pursuant to purchase agreements with holders of our senior secured convertible notes that held in the aggregate \$40 million of the principal amount of these notes, as of August 3, 2010, we paid \$35.2 million to redeem the notes. In addition, we have taken several other actions to reduce cash outflows, as well as measures to reduce operating expenses. In the February 2010, we terminated our postretirement medical insurance plan for non-bargaining retirees and in January we increased the percentage of medical insurance that active employees are paying for current medical insurance coverage. We also terminated our retiree life insurance plan in January 2010 in an effort to reduce our cash outflows. We are actively in the process of attempting to sell several selected real estate assets to provide additional liquidity and to further reduce debt. In addition, we are working with our lenders to extend the maturity date of our credit agreements.

Amended Construction Loan Agreement Following Lehman Bankruptcy

In July 2006, Bay Holdings, in which we have a 51% interest, entered into a syndicated construction loan agreement with Lehman, for the lesser of \$370 million or 61.6% of the total projected cost of the project. Lehman's commitment under the loan agreement was approximately 78% of the total. On September 15, 2008, Lehman filed a petition under Chapter 11 of the U.S. Bankruptcy Code with the United States Bankruptcy Court. In February 2009, Bay Holdings entered into an amended and restated construction loan agreement with Lehman, Swedbank, MH Kapalua Venture, LLC, an affiliate of Marriott, and certain other syndicate lenders, pursuant to which Bay Holdings could borrow an aggregate of approximately \$354.5 million, including amounts previously funded under the original construction loan agreement (Note 11 to condensed consolidated financial statements).

Revolving Line of Credit with American AgCredit, FLCA

In October 2009, we executed an amendment to our revolving line of credit agreement with American AgCredit, FLCA. The amendment extended the maturity of the loan from March 2010 to March 2011, reduced the minimum liquidity requirement from \$10 million to \$8 million, places limitations on new indebtedness and capital expenditures, requires that total liabilities be no greater than \$240 million and increases the interest rate by 75 to 200 basis points, subject to a minimum interest rate of 5.5%. As of June 30, 2010, this \$25 million line of credit was fully drawn.

Revolving Line of Credit with Wells Fargo and Certain Other Lenders

In October 2009, we executed a restated and amended revolving line of credit agreement with Wells Fargo Bank and certain other lenders. The restated and amended credit agreement increased the amount of the revolving line from \$45 million to \$50 million, extended the maturity of the loan from March 2010 to March 2011, reduced the minimum liquidity requirement from \$10 million to \$8 million, requires that total liabilities be no greater than \$240 million and limits additional indebtedness and capital expenditures. Interest on outstanding amounts are at a LIBOR market index or the LIBOR rate, plus 4.25%. As of June 30, 2010, we had \$39.6 million outstanding or encumbered to secure letters of credit, and \$10.4 million available under this line.

Private Placement of Convertible Notes

On July 28, 2008, we issued \$40 million in aggregate principal amount of senior secured convertible notes, bearing 5.875% interest per annum payable quarterly in cash in arrears beginning October 15, 2008. As of June 30, 2010, we had \$40.5 million in principal and accrued but unpaid interest outstanding under the convertible notes. As of August 3, 2010, we redeemed all of the outstanding senior secured convertible notes for \$35.2 million. We paid an additional aggregate sum of \$800,000 in connection with entering into the purchase agreements to redeem the notes.

As of June 30, 2010, we were in compliance with all of the covenants under our outstanding debt arrangements.

Operating Cash Flows

In the first six months of 2010, consolidated net cash used in operating activities was \$2.1 million compared to net cash used in operating activities of \$15.1 million for the first six months of 2009. Operating cash flows for the first six months of 2010 included expenditures of \$973,000 related to the extinguishment of our \$40 million senior secured convertible notes. The improved cash flows from operating activities reflect improved operating performance, continued implementation of cost reduction measures in all of our operations, and income tax refunds of \$5.5 million. In addition, we sold 128 acres of land in the first six months of 2010 and received net cash proceeds of \$1.5 million.

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Investing Cash Flows

Cash provided by investing activities in the first six months of 2010 include \$1.7 million from the sale of our former administrative offices and the two acre parcel underlying those buildings, and \$1.2 million from the sale of excess machinery and equipment.

Financing Cash Flows

In the first six months of 2009, financing cash flows included \$48.5 million in cash received from the sale of the Plantation Course, which was accounted for as a financing transaction because of the leaseback arrangement and other continuing involvement with the property. In addition, \$51.2 million of long-term debt was repaid.

Future Cash Inflows and Outflows

Our plans for 2010 include the possible sale of certain operating and non-operating real estate assets. There can be no assurance that we will be able to sell any of our real estate assets.

On July 29, 2010, our \$40 million rights offering expired generating \$40 million of gross proceeds. Pursuant to purchase agreements with holders of our senior secured convertible notes that held in the aggregate \$40 million of principal amount of these notes, \$35.2 million of proceeds were used to redeem the notes. We plan to use the remaining proceeds for general corporate purposes.

In 2010, minimum required contributions to our defined benefit pension plans are expected to be \$1.7 million. We may defer contributions to our pension plans and to the extent that payments are deferred, we would be required to pay interest on all deferred amounts. To date in 2010, we have made \$992,000 of contributions to our pension plans, but have failed to pay a quarterly contribution required for the 2010 plan year. Our net pension liability and minimum required contribution amounts are calculated based upon an assessment of several variables including employee compensation levels, employee turnover rates, the expected long term rate of return on investments, and other factors that are difficult to ascertain. Any significant changes in any one or more of these variables could materially affect our net pension liability and required minimum contributions. We expect to contribute \$190,000 to our other post-retirement benefit plans in 2010.

In 2010, capital expenditures and expenditures for deferred development cost have been reduced, except for expenditures that are necessary to maintain our operations and standards of quality at the Kapalua Resort. Expenditures planned for 2010 total approximately \$1.0 million, primarily for development entitlement work.

In connection with the PGC sale and leaseback, we are obligated to replace the irrigation system prior to the end of the two-year leaseback term (March 2011). The replacement costs are capped at \$5 million under the terms of the agreement of which approximately \$3 million have been incurred through June 30, 2010, and we expect to incur an additional \$600,000 in order to complete this project. In addition, our annual net rental payment under the lease is \$4.0 million.

We have a commitment to purchase the Amenities from Bay Holdings at actual construction costs of approximately \$35 million. We are in discussions with the members of Bay Holdings to negotiate the terms of the purchase agreement including the purchase price and payment terms, and are discussing whether we will even be required to purchase the Amenities.

FORWARD-LOOKING STATEMENTS AND RISKS

This and other reports filed by us with the Securities and Exchange Commission, or SEC, contain forward-looking statements intended to qualify for the safe harbor from liability established by the Private Securities Litigation Reform Act of 1995. These statements relate to future events or our future financial performance and involve known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to differ materially from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements. These statements can be identified by the fact that they do not relate strictly to historical or current facts. They contain words such as “may,” “will,” “project,” “might,” “expect,” “believe,” “anticipate,” “intend,” “could,” “would,” “estimate,” “continue” or “pursue,” or the negative or other variations thereof or comparable terminology. Actual results could differ materially from those projected in forward-looking statements as a result of the following factors, among others.

- our ability to comply with the terms of our indebtedness, including the financial covenants set forth therein;

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- general economic factors, including the current economic recession, tightening credit markets, declining demand for real estate, and declining expenditures within the tourism industry on Maui;
- the satisfaction of certain closing conditions set forth in the amended construction loan agreement and certain related agreements relating to the construction of the Residences at Kapalua Bay project;
- the ability and willingness of our lenders to comply with the terms of their lending agreements with us;
- increased fuel and travel costs, and reductions in airline passenger capacity to Maui;
- dependence on third parties and actual or potential lack of control over joint venture relationships;
- recoverability from operations of real estate development deferred costs;
- timing of approvals and conditions of future real estate entitlement applications;
- impact of current and future local, state and national government regulations, including Maui County affordable housing legislation;
- future cost of compliance with environmental laws;
- effects of weather conditions and natural disasters;
- our ability to maintain the listing of our common stock on the New York Stock Exchange;
- availability of capital on terms favorable to us, or at all;
- our ability to raise capital through the sale of selected real property assets; and
- our ability to refinance or reduce our indebtedness.

Such risks and uncertainties also include those risks and uncertainties discussed in the sections entitled “Business,” “Risk Factors,” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Annual Report on Form 10-K for the year ended December 31, 2009, and the sections entitled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Risk Factors” in this Quarterly Report on Form 10-Q, as well as other factors described from time to time in our reports filed with the SEC. Although we believe that our opinions and expectations reflected in the forward-looking statements are reasonable as of the date of this report, we cannot guarantee future results, levels of activity, performance or achievements, and our actual results may differ substantially from the views and expectations set forth in this report. Thus, you should not place undue reliance on any forward-looking statements. New factors emerge from time to time, and it is not possible for us to predict which factors will arise. In addition, we cannot assess the impact of each factor on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. Further, any forward-looking statements speak only as of the date made and, except as required by law, we undertake no obligation to publicly revise our forward-looking statements to reflect events or circumstances that arise after the date of this report.

Item 4. Controls and Procedures

We maintain disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms, and that such information is accumulated and communicated to our management, including our Interim Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

In designing and evaluating the disclosure controls and procedures, our management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and our management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

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As required by Rule 13a-15(b) and 15d-15(b) under the Exchange Act, we carried out an evaluation, under the supervision and with the participation of our management, including our Interim Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures as of the end of the fiscal quarter covered by this report. Based upon the foregoing, our Interim Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed by us in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in applicable SEC rules and forms. There has been no change in our internal control over financial reporting during the six months ended June 30, 2010 that has materially affected or is reasonably likely to materially affect our internal control over financial reporting.

PART II OTHER INFORMATION

Item 1A. Risk Factors

Potential risks and uncertainties include, among other things, those factors discussed in the sections entitled “Business”, “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Annual Report on Form 10-K for the year ended December 31, 2009 and the section entitled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in this Quarterly Report on Form 10-Q. Readers should carefully review those risks, as well as additional risks described below and in other documents we file from time to time with the SEC. We undertake no obligation to publicly release the results of any revisions to any forward-looking statements to reflect anticipated or unanticipated events or circumstances occurring after the date of such statements.

If we do not meet the continued listing requirements of the New York Stock Exchange (NYSE), our common stock may be delisted.

Our common stock is currently listed on the NYSE. On January 11, 2010 we received notification from the NYSE that we are no longer in compliance with the NYSE’s continued listing standards because our average market capitalization was less than \$50 million over a 30 trading-day period and our most recently reported shareholders’ equity was less than \$50 million.

Under applicable NYSE procedures, we had 45 days from receipt of the notification to submit a plan to the NYSE to demonstrate our ability to achieve compliance with the continued listing standards within 18 months. We submitted such a plan to the NYSE on February 22, 2010 and the NYSE has accepted the plan. With acceptance of the plan, we have 18 months from the original notification date in which to comply with the average market capitalization standard, subject to compliance with the NYSE’s other continued listing requirements and subject to quarterly reviews by the NYSE to monitor our progress against the plan. During this time, our common stock will continue to be listed on the NYSE.

Among the other NYSE continued listing standards, a company is subject to delisting if average global market capitalization over a consecutive 30 trading-day period is less than \$15 million, regardless of stockholders’ equity or if a company’s average common stock prices is less than \$1.00 for more than 30 consecutive trading days. As of July 15, 2010, our closing stock price was \$3.53 per share and our average global market capitalization over the previous consecutive 30 trading-day period ended on July 15, 2010 was approximately \$33.0 million.

In the future, we may not be able to meet the continued listing requirements of the NYSE, in response to which, the NYSE may take action to delist our common stock. In such event, if we are unable to regain compliance with the NYSE’s continued listing standards within the required time frames, our common stock would be delisted, which would violate the provisions of our \$50 million line of credit and our \$40 million senior secured convertible notes and could result in these debts becoming immediately due. In addition, delisting could negatively impact us by, among other things, reducing the liquidity and market price of our common stock, reducing the number of investors willing to hold or acquire our common stock, decreasing the amount of news and analyst coverage for us, and limiting our ability to issue additional securities or obtain additional financing in the future, and might negatively impact our reputation and, as a consequence, our business.

Item 6. Exhibits

- 3.1 Restated Articles of Association as of May 13, 2010.
- 3.2 Bylaws, Amended as of May 13, 2010.
- 31.1 Certification of Chief Executive Officer Pursuant to Rule 13a-14(d) / 15d-14(a) of the Securities Exchange Act of 1934.
- 31.2 Certification of Chief Financial Officer Pursuant to Rule 13a-14(d) / 15d-14(a) of the Securities Exchange Act of 1934.
- 32.1 Certification of Chief Executive Officer and Chief Financial Officer Pursuant to Rule 13a-14(b) / 15d-14(b) of the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

MAUI LAND & PINEAPPLE COMPANY, INC.

August 4, 2010

Date

/s/ Tim T. Esaki

Tim T. Esaki

Chief Financial Officer

(Principal Financial Officer)

EXHIBIT INDEX

| Exhibit Number | Description |
|-----------------------|---|
| 3.1 | Restated Articles of Association as of May 13, 2010.(1) |
| 3.2 | Bylaws, Amended as of May 13, 2010.(1) |
| 31.1 | Certification of Chief Executive Officer Pursuant to Rule 13a-14(d) / 15d-14(a) of the Securities Exchange Act of 1934.(1) |
| 31.2 | Certification of Chief Financial Officer Pursuant to Rule 13a-14(d) / 15d-14(a) of the Securities Exchange Act of 1934.(1) |
| 32.1 | Certification of Chief Executive Officer and Chief Financial Officer Pursuant to Rule 13a-14(b) / 15d-14(b) of the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350.(2) |

(1) Filed herewith.

(2) Furnished herewith and not “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended.

RESTATED
ARTICLES OF ASSOCIATION
OF
MAUI LAND & PINEAPPLE COMPANY, INC.

(As of May 13, 2010)

These Restated Articles of Association correctly set forth without change the corresponding provisions of the Articles of Association as amended through the date hereof, and pursuant to section 415-64, Hawaii Revised Statutes supersede the original articles of association and all amendments thereto.

WITNESSETH:

That said parties hereto do hereby covenant and agree, each with the others, to become associated together as a joint stock company under the laws of said Territory to obtain the rights and benefits by said laws conferred upon joint stock companies or corporations, and have made and entered into the following Articles of Association, the terms whereof it is agreed shall be equally obligatory upon the parties signing this instrument and upon all others who from time to time hereafter may become members of this corporation, and who may hold stock therein.

I.

The name of the corporation shall be "Maui Land & Pineapple Company, Inc."

II.

The place of the principal office of the corporation shall be at Kahului, Maui, Hawaii; there may be such subordinate or branch offices in such place or places within Hawaii or elsewhere as may be deemed necessary or requisite by the Board of Directors to transact the business of the corporation, such branch or subordinate offices to be in charge of such person or persons as may be appointed by the Board of Directors.

III.

The purposes for which said corporation is organized are:

(a) To operate, conduct, engage in and carry on the business of growing and cultivating pineapples and other fruits, vegetables and all kinds of farm produce and products of the soil; to erect and to maintain canneries, bottling works, packing or preserving establishments, factories and warehouses; to manufacture containers, appliances, machines, instruments and products, and to use, sell and dispose of the same;

(b) To engage in and carry on the business of cattle ranching, dairying and in pursuits producing any and all agricultural products;

(c) To purchase or otherwise acquire, sell, market and generally deal in sugar, sugar cane, sugar beets, molasses, syrups, melada, pineapples, pineapple products, dairy products, ranch products and agricultural products of any kind or nature, and by-products of any of the foregoing;

(d) To acquire, construct, maintain and operate pumping plants, irrigation systems, dams and works, for the development, storage, transmission and utilizing of water, for plantation or other purposes, for its own use and for use of others or for purposes of sale;

(e) To generate, use, sell and supply heat, power or energy of any kind, electric or otherwise, for heating, lighting, driving or other motive power for any industry or purpose, for itself or others, for hire or otherwise, and acquire, construct, maintain and use all appropriate plants and systems and their appurtenances for the manufacture, transmission and delivery or use thereof;

(f) To contract with others for the growing, production and manufacture of any agricultural or other products or commodities suitable for any of the purposes of the corporation, and to make advances to others and to take security from others in connection therewith;

(g) To acquire, build, charter, lease or own ships, vessels, lighters, docks and (or) operate the same between the ports of the Hawaiian Islands and the ports of the Hawaiian Islands and other ports;

(h) To own, operate and carry on a store or stores for the purchase and sale of goods, wares and merchandise and otherwise to deal in the same, and to do a general export and import, wholesale and retail merchandising business;

(i) To do any of the business or exercise any of its powers either solely or on its own account or as agent, factor, broker or representative of any other person, company, association or corporation; and to carry on any of said business or exercise any of the powers aforesaid, either directly or by virtue of ownership or control of the stock or shares of any other company, corporation or enterprise to the fullest extent permitted by law;

(j) To buy or otherwise acquire, own, hold, use, improve, develop, mortgage, lease or take on lease, sell, convey, and in any and every other manner deal in and with and dispose of real estate, buildings, and other improvements, hereditaments, easements and appurtenances of every kind in connection therewith, or any estate or interests therein, of any tenure or description, to the fullest extent permitted by law, and also any and all kinds of chattels, goods, wares, merchandise, and agricultural, manufacturing and mercantile products and commodities, and patents, licenses, debentures, securities, stocks, bonds, commercial paper, and other forms of assets, rights and interests and evidences of property or indebtedness, tangible or intangible;

(k) To undertake and carry on any business, investment, transaction, venture or enterprise which may be lawfully undertaken or carried on by a corporation and any business whatsoever which may seem to the corporation convenient or suitable to be undertaken whereby directly or indirectly to promote any of its general purposes or interests or render more valuable or profitable any of its property, rights, interests, or enterprises; and, for any of the purposes mentioned in these Articles, to acquire by purchase, lease or otherwise, the property, rights, franchise, assets, business and goodwill of any person, firm, association, or corporation engaged in or authorized to conduct any business or undertaking which may be carried on by this corporation or possessed of any property suitable or useful for any of its own purposes, and carry on the same, and undertake all or any part of the obligations and liabilities in connection therewith, on such terms and conditions and for such consideration as may be agreed upon, and to pay for the same either all or partly in cash, stocks, bonds, debentures, or other forms of assets or securities, either of this corporation or otherwise; and to effect any such acquisition or carry on any business authorized by these Articles either by directly engaging therein, or indirectly by acquiring the shares, stocks or other securities of such other business or entity, and holding and voting the same and otherwise exercising and enjoying the rights and advantages incident thereto;

And in furtherance of said purpose and without prejudice to the generality of the foregoing terms, the corporation shall also have the following powers, that is to say:

1. To have succession by its corporate name in perpetuity as hereinafter provided; to sue and be sued in any court; to make and use a common seal, and alter the same at its pleasure; to hold, purchase and convey such property as the purposes of the corporation shall require without limit as to amount, and to mortgage the same to secure any debt of the corporation; to appoint such subordinate officers and/or agents as the business of the corporation shall require, to make and adopt and from time to time amend or repeal By-Laws not inconsistent with any existing law for the management of its properties, the election and removal of its officers, the regulation of its affairs and the transfer of its stock;

2. To borrow money or otherwise incur indebtedness with or without security, which indebtedness may at any time and from time to time, without any necessity of any authorization or consent of the stockholders of the corporation or any majority thereof, exceed the amount of the corporation's capital stock, and to secure any indebtedness by deed of trust, mortgage, pledge, hypothecation or other lien upon all or any part of the real or personal property of the corporation and to execute bonds, promissory notes, bills of exchange, debentures or other obligations or evidences of indebtedness of all kinds, whether secured or unsecured;

3. To purchase on commission or otherwise, subscribe for, hold, own, sell on commission or otherwise, or otherwise acquire or dispose of and generally to deal in stocks, scrip, bonds, notes, debentures, commercial paper, obligations and securities, including so far as permitted by law, its own issued shares of capital stock or other securities, and also any other securities or evidences of

indebtedness whatsoever or any interest therein, and while owner of the same to exercise all the rights, powers and privileges of ownership;

4. To draw, make, accept, endorse, assign, discount, execute and issue all such bills of exchange, bills of lading, promissory notes, dock and other warrants and other instruments to be assignable, negotiable or transferable by delivery or to order, or otherwise, as the business of the corporation shall require;

5. To lend and advance money or to give credit, with or without security, to such persons, firms or corporations and on such terms as may be thought fit; and if with security then upon mortgages, deeds of trust, pledges or other hypothecations or liens upon real, personal or mixed property, or any right or interest therein or thereto;

6. To aid in any manner any corporation of which any of the bonds or other securities or evidences of indebtedness or stock are held by this corporation, and to do any acts or things to preserve, protect, improve or enhance the value of any such bonds or other securities or evidences of indebtedness or stock, including specifically the right and power to enter into and take the management of any business enterprise of any kind or nature, and while so managing any such business, to do the acts and things incidental or necessary thereto;

7. To become a member of any general or limited partnership and to exercise all powers and privileges of a partner in any such partnership organized for or engaged in any business or carrying out any purpose which the corporation is, under these Articles of Association and the laws of Hawaii, authorized to engage in or carry out; and to join and engage in business as a member of any joint venture organized for or engaged in any business or carrying out any purpose which the corporation is, under these Articles of Association and the laws of Hawaii, authorized to engage in or carry out;

8. To enter into and perform contracts, undertakings, and obligations of every kind and character;

9. To promote, assist, subscribe or contribute to any association, organization, society, company, institution or object, charitable or otherwise, calculated to benefit the corporation or any persons in its employ or having dealings with the corporation, or deemed to be for the common or public welfare, including the erection, operation and maintenance and/or the aiding and assisting of hospitals, surgeries, clinics and laboratories;

10. To become a party to and effect a merger or consolidation with another corporation or other corporations, and to enter into agreements and relationships not in contravention of law with any persons, firms or corporations;

11. To become surety for or guarantee any dividends, bonds, stocks, contracts, debts, or other obligations or undertakings of any other person, firm or corporation, and to convey, transfer, or assign by way of pledge or mortgage all or any of the corporation's property or rights, both present and future to secure the debts or obligations, present or future, of such persons, firms or corporation and on such terms and conditions as the corporation may determine.

The foregoing clauses shall be liberally construed, both as to purposes and powers. The enumeration herein of the purposes and powers of the corporation shall not be deemed to exclude by inference any purposes or powers which this corporation is empowered to exercise, whether expressly by force of the laws of Hawaii now or hereafter in effect, or impliedly by the reasonable construction of such laws.

IV.

(a) The amount of the authorized capital stock of the corporation is Forty Three Million (43,000,000) shares of common stock without par value.

(b) The corporation shall have power from time to time to increase and reduce its capital stock and to increase and reduce the par value of its shares of capital stock having a par value and to convert shares of its capital stock having a par value into shares without par value and to convert shares of its capital stock without par value into shares with par value, all according to law. The corporation shall have power from time to time upon compliance with applicable law to issue additional classes of capital stock, either with or without par value, with such preferences, voting powers, restrictions and qualifications thereof, and subject to such provisions for call and retirement thereof or conversion thereof into common capital stock or into other classes of capital stock, and with such other provisions as shall be fixed in the

resolution authorizing the issue thereof, or as shall be determined pursuant to the authority contained in such resolution in accordance with law.

(c) The holders of the capital stock of the corporation having voting rights may, by the vote of the holders of not less than two-thirds of such capital stock outstanding (or if there are two or more classes of capital stock of the corporation having voting rights outstanding, by vote of the holders of two-thirds of each class of capital stock having voting rights) at any meeting of stockholders of the corporation called for the purpose, deny, limit or restrict any right of the stockholders of the corporation which may exist by virtue of the common law or any statute or otherwise to subscribe for additional shares of capital stock of the corporation of any class, whether such additional shares have been authorized prior to or at such meeting of stockholders, but no such vote shall in any way deny, limit or restrict any rights previously granted to the holders of any class of stock of the corporation in and by the resolution creating and authorizing such class of stock.

(d) If, whenever and as often as shares of capital stock of the corporation without par value shall be authorized, the Board of Directors is authorized and empowered to determine from time to time the consideration for and the terms and conditions upon which shares of capital stock of the corporation without par value may be issued and what portion of such consideration shall constitute capital and what portion thereof, if any, shall constitute paid in surplus; subject always to the applicable provisions of these Articles of Association and the provisions of law.

V.

(a) The officers of the corporation shall be a President, one or more Vice Presidents as may be determined in accordance with the By-Laws, a Secretary and a Treasurer. The corporation may have such additional officers as may be determined in accordance with the By-Laws from time to time. The officers shall have the powers, perform the duties, and be appointed and removable as may be determined in accordance with the By-Laws. Any person may hold two offices of the corporation if so provided by the By-Laws.

(b) The Board of Directors shall consist of such number of persons, not less than five (5) nor more than nine (9), as shall be determined in accordance with the Bylaws from time to time. The directors (and alternate directors and/or substitute directors, if any) shall be elected or appointed in the manner provided in the By-laws and may be removed from office in the manner provided in the By-laws and all vacancies in the office of director shall be filled in the manner provided for in the By-laws .

(c) All powers and authority of the corporation shall be vested in and may be exercised by the Board of Directors except as otherwise provided by law, these Articles of Association, or the By-Laws of the corporation; and in furtherance and not in limitation of said general powers, the Board of Directors shall have power: To acquire and dispose of property; to appoint a General Manager, Branch Managers and such other Managers, Officers or Agents of the corporation as in its judgment the business may require, and to confer upon and to delegate to them by power of attorney or otherwise such power and authority as it shall determine; to fix the salaries or compensation of any or all of the officers, agents and employees of the corporation, and in its discretion require security of any of them for the faithful performance of any of their duties; to declare dividends in accordance with law when it shall deem it expedient; to make rules and regulations not inconsistent with law or these Articles of Association or the By-Laws for the transaction of business; to instruct the officers or agents of the corporation with respect to, and to authorize the voting of stock of other corporations owned or held by this corporation; to incur such indebtedness as may be deemed necessary, which indebtedness may exceed the amount of the corporation's capital stock; to create such committees (including an executive committee or committees) and to designate as members of such committees such persons as it shall determine, and to confer upon such committees such powers and authorities as may by resolution be set forth for the purpose of carrying on or exercising any of the powers of the corporation; to create and set aside reserve funds for any purpose and to invest any funds of the corporation in such securities or other property as it may seem proper; to remove or suspend any officer and generally to do any and every lawful act necessary or proper to carry into effect the powers, purposes and objects of the corporation.

(d) There shall be an Auditor of the corporation who shall be elected annually by the stockholders. The Auditor shall audit the books and accounts of the corporation and shall certify his findings and report thereon, in writing, to the stockholders at least annually; and shall make such other audits and reports as the Board of Directors shall determine from time to time. The Auditor may be a

person, co-partnership, or, if permitted by law, a corporation. The Auditor may be removed from office either with or without cause at any time at a special meeting of the stockholders called for the purpose, and any vacancy caused by such removal may be filled for the balance of the unexpired term by the stockholders at a special meeting called for the purpose. In case of a vacancy in the office of Auditor other than by removal, the vacancy may be filled for the unexpired term by the Board of Directors or, if a special meeting shall be held during the existence of such vacancy, the vacancy may be filled at such special meeting of the stockholders.

VI.

(a) No director, officer, employee or agent of the corporation and no person serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise and no heir, executor or administrator of any such person shall be liable to this corporation for any loss or damage suffered by it on account of any action or omission by him as such director, officer, employee or agent if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of this corporation, unless with respect to an action or suit by or in the right of the corporation to procure a judgment in its favor such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to this corporation.

(b) (1) The corporation shall indemnify each person who after the adoption of this Article VI is made a party or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation or of any division of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of this corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of this corporation and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

(2) The corporation shall indemnify each person who after the adoption of this Article VI is made a party or is threatened to be made a party to any action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation or of any division of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of this corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to this corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(3) To the extent that a director, officer, employee or agent of the corporation or of any division of the corporation, or a person serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in paragraphs (1) and (2) of this section, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

(4) Any indemnification under paragraphs (1) and (2) of this section (unless ordered by a court) shall be made by the corporation unless a determination is made that the director, officer, employee or agent has failed to meet the applicable standard of conduct set forth in paragraphs (1) and (2). Such determination may be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; (ii) if such a quorum is not obtainable or even if obtainable a quorum of disinterested directors so directs by independent legal counsel in a written opinion to the corporation; or (iii) if a quorum of disinterested directors so directs, by a majority vote of the stockholders.

(5) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in a particular case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized in this Article.

(6) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

(7) The benefits and protections of paragraphs (a) and (b) of this Article shall extend to officers, directors, employees and agents of subsidiary corporations even though such service was not at the specific request of this corporation and shall be in addition to the coverage, if any, provided by such subsidiary. For purposes of this Article, subsidiary corporation shall mean any corporation in which this corporation owns more than 50% of the outstanding stock or any corporation more than 50% of whose outstanding stock is owned by a subsidiary of this corporation. For purposes of this Article, the term agent shall include those persons acting on behalf of this corporation who (i) are not otherwise covered by this Article as directors, officers or employees and (ii) have been specifically designated by the Board of Directors or management of this corporation as being entitled to indemnification hereunder.

(8) The corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or of any division of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article. Any such insurance may be procured from any insurance company designated by the Board of Directors, including any insurance company in which the corporation shall have any equity or other interest, through stock ownership or otherwise.

(9) This Article shall be effective upon its adoption and shall apply to any person or entity covered by this Article with respect to any event or transaction occurring after adoption.

(c) No contract, agreement, undertaking or other transaction between the corporation and any other corporation, partnership, joint venture or trust shall be invalidated or affected in any way by the fact that some or all of the officers and/or directors of the corporation are interested in or are officers, directors, stockholders, partners, joint venturers, trustees or beneficiaries of such other corporation, partnership, joint venture or trust; and any director of this corporation who is interested in or is an officer, director, stockholder, partner, joint venturer, trustee or beneficiary of any such other corporation, partnership, joint venture or trust may be counted in determining the existence of a quorum at any meeting of the Board of Directors of the corporation which shall authorize or approve any such contract, agreement, undertaking or other transaction, and may vote thereat to approve any such contract, agreement, undertaking or other transaction with like force and effect as if he were not interested in, or an officer, director, stockholder, partner, joint venturer, trustee or beneficiary of such other corporation, partnership, joint venture or trust.

VII.

The duration of the corporation shall be perpetual.

VIII.

Service of legal process may be made upon the corporation in the manner provided by law.

IX.

No stockholder shall be liable for the debts of the corporation beyond the amount which may be due and unpaid upon any share or shares of stock of the corporation owned by him.

AMENDED BYLAWS
OF
MAUI LAND & PINEAPPLE COMPANY, INC.
(AS OF MAY 13, 2010)

ARTICLE I
PRINCIPAL OFFICE; SEAL

SECTION 1. Principal Office. The principal office of the Company shall be in Kahului, Maui, Hawaii; there may be such subordinate or branch offices in such place or places within Hawaii or elsewhere as may be considered necessary or requisite by the Board of Directors to transact the business of the corporation, such subordinate or branch offices to be in charge of such person or persons as may be appointed by the Board of Directors.

SECTION 2. Seal. The corporation shall have a corporate seal (and one or more duplicates thereof) of such form and device as the Board of Directors shall determine.

ARTICLE II
STOCKHOLDERS

SECTION 1. Annual Meetings. The annual meeting of the stockholders of the corporation shall be held on such day during the first six months following the end of the fiscal year of the corporation or calendar year if the same be used as the accounting period of the corporation as the Board of Directors or the President may determine. The annual meeting shall be a general meeting and at such meeting any business within the powers of the corporation may be transacted without special notice of such business, except as may be required by law, by the Articles of Association, or by these Bylaws (including without limitation Section 7 of this Article II). To the extent permitted by law, meetings of stockholders may be held at such place within or without the State of Hawaii.

SECTION 2. Special Meetings. Special meetings of the stockholders may be held at any time. Such meetings shall be held upon the call of the President or of any two directors or of the holders of not less than one-fourth of the capital stock of the Company issued and outstanding and entitled to vote at such special meeting. At any special meeting, only such business shall be transacted as is specified in the notice given of such meeting.

SECTION 3. Notices of Meetings. Notices of every meeting of stockholders, whether annual or special, shall state the place, day and hour of the meeting, whether it is annual or special, and in the case of any meeting shall state briefly the business proposed to be transacted thereat. Such notice shall be given by mailing a written or printed copy thereof, postage prepaid, in the case of an annual meeting at least twenty days before the date assigned for the meeting, and in the case of a special meeting at least twenty days before the date assigned for the meeting, to each stockholder entitled to vote at such meeting at his address as it appears on the transfer books of the corporation. Upon notice being given in accordance with the provisions hereof, the failure of any stockholder to receive actual notice of any meeting shall not in any way invalidate the meeting or the proceedings thereat.

SECTION 4. Quorum. At all meetings of stockholders the presence in person or by proxy of stockholders owning a majority of all of the shares of stock issued and outstanding and entitled to vote at said meeting shall constitute a quorum, and the action of the holders of a majority of the shares of stock present or represented at any meeting at which a quorum is present shall be valid and binding upon the corporation and its stockholders, except as otherwise provided by law, by the Articles of Association or by these Bylaws. Once a quorum is established at a meeting, it shall not be broken by the absence or withdrawal of one or more stockholders before the meeting is adjourned.

SECTION 5. Voting, Proxies.

(a) At any meeting of the stockholders, each stockholder, except where otherwise provided by the clauses and terms applicable to the stock held by such stockholder, shall be entitled to vote in person or by proxy and shall have one vote for each share of voting stock registered in his name at the close of business on the day preceding the date of such meeting or on such record date as may be fixed by the Board of Directors. In the case of an adjourned meeting, unless otherwise provided by the Board of Directors, the record date for the purpose of voting at such adjourned meeting shall be the day preceding the date of the adjourned meeting. When voting stock is transferred into the name of a pledgee under a

pledge agreement, the pledgor shall have the right to vote such stock unless prior to the meeting the pledgee or his authorized representative shall file with the Secretary written authorization from the pledgor authorizing such pledgee to vote such stock. An executor, administrator, guardian or trustee may vote stock of the corporation held by him in such capacity at all meetings, in person or by proxy, whether or not such stock shall have been transferred into his name on the books of the corporation, but if such stock shall not have been so transferred he shall, if requested as a prerequisite to so voting, file with the Secretary a certified copy of his letters of appointment as such executor, administrator or guardian, or evidence of his appointment or authority as such trustee. If there be two or more executors, administrators, guardians or trustees, all or a majority of them may vote the stock in person or by proxy. Stock held in the names of two or more persons as tenants in common or joint tenants may be voted by any one of them unless protested by the other or others. The survivor(s) of a joint tenancy or tenants by the entirety may vote such stock without the necessity of indicating such survivorship.

(b) The instrument appointing a proxy shall be in writing, signed by the appointer or his duly authorized agent in handwriting or by rubber stamp, and filed with the Secretary. A proxy that is regular on its face and apparently executed by the stockholder entitled to vote (including a proxy with an illegible signature) shall be presumed to be authentic and genuine, unless the corporation shall receive evidence to the contrary. Proxies for stock owned by two or more persons named as tenants in common or as joint tenants shall be valid if signed by one or two persons. Proxies for stock in the name of corporations, partnerships, nominees or brokers shall be valid if signed with the name of the corporation, partnership, nominee or broker, either in handwriting or by rubber stamp and without requiring the signature of an officer or agent. Minor variations between signatures and the name of the appointer as it appears upon the stock books of the corporation or, in the case of a corporation, failure to affix the corporate seal, shall not invalidate the proxy. If a proxy is appointed by cable, telegram, telex, radiogram or other electronic message, the typewritten signature of the appointer shall be sufficient for a valid proxy. A proxy executed by a third party as agent or attorney-in-fact for a stockholder shall be presumed valid unless the corporation should receive evidence to the contrary. A proxy executed by a married woman shall be presumed to be authentic and genuine if the corporation's record of stock ownership shows such stock in her maiden name and if there is a connecting feature in the execution and signature. Unless expressly limited by its terms, every instrument appointing a proxy shall continue in full force and effect until a written revocation thereof shall be filed with the Secretary.

(c) Stockholders shall have no right to elect directors by cumulative voting.

SECTION 6. Adjournment. Any meeting of stockholders, whether annual or special, and whether a quorum be present or not, may be adjourned from time to time by the Chairman thereof with the consent of the holders of a majority of all of the shares of stock present or represented at such meeting and entitled to vote thereat without notice other than the announcement at such meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted that might have been transacted at the original meeting as originally called and noticed.

SECTION 7. Action at Meetings of Stockholders. No business may be transacted at an annual meeting of stockholders other than business that is either (a) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board of Directors; (b) otherwise properly brought before the annual meeting by or at the direction of the Board of Directors; or (c) otherwise properly brought before the annual meeting by any stockholder of the corporation (i) who is a stockholder of record on the date of the giving of the notice provided for in this Section 7 and on the record date for the determination of stockholders entitled to vote at such annual meeting and (ii) who complies with the notice procedures set forth in this Section 7.

In addition to any other applicable requirements for business properly to be brought before an annual meeting by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Chairman of the Board, if any, the President or the Secretary of the corporation.

To be timely, a stockholder's notice must be delivered to or mailed and received at the principal executive offices of the corporation not less than ninety (90) days nor more than one hundred twenty (120) days prior to the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that in the event that the annual meeting is called for a date that is not within thirty (30) days before or after such anniversary date, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which the notice of the

annual meeting is first mailed by the corporation or on which the corporation makes public disclosure of the date of the annual meeting, whichever first occurs; and provided further that, in the case of the 1999 annual meeting of stockholders, any such notice shall be timely if received by the close of business on the later of (i) the tenth (10th) day following the date on which the corporation's proxy statement for the 1999 annual meeting is first mailed to stockholders or (ii) April 12, 1999.

To be in proper written form, a stockholder's notice must set forth as to each matter such stockholder proposes to bring before the annual meeting (i) a brief description of the business desired to be brought before the annual meeting and the reasons for conducting such business at the annual meeting, (ii) the name and record address of such stockholder, (iii) the class or series and number of shares of capital stock of the corporation that are owned by such stockholder (x) beneficially and (y) of record, (iv) a description of all arrangements or understandings between such stockholder and any other person or persons (including their names) in connection with the proposal of such business by such stockholder and any material interest of such stockholder in such business and (v) a representation that such stockholder intends to appear in person or by proxy at the annual meeting to bring such business before the meeting.

No business shall be conducted at the annual meeting of stockholders except business brought before the annual meeting in accordance with the procedures set forth in this Section 7, provided, however, that once business has been brought properly before the annual meeting in accordance with such procedures, nothing in this Section 7 shall be deemed to preclude discussion by any stockholder of any such business.

The business transacted at any special meeting of stockholders shall be confined to the business stated in the notice of meeting.

Notwithstanding the foregoing provisions of this Section 7, a stockholder also shall comply with all applicable requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations promulgated thereunder, with respect to the matters set forth in this Section 7. Nothing in this Section 7 shall be deemed to affect any rights of stockholders to request inclusion of proposals in the corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

ARTICLE III BOARD OF DIRECTORS

SECTION 1. Number and Term of Office; Qualifications.

(a) The Board of Directors shall consist of seven (7) members. Each director shall hold office until the next annual meeting and thereafter until his successor is duly elected or appointed and qualified.

(b) To the extent required by law, not less than one member of the Board of Directors shall be a resident of the State of Hawaii. Whenever for any reason not less than one member of the Board of Directors is a resident of the State of Hawaii, the Board shall have no power to act in any manner, except the power to act under Section 6 of this Article to have at least one member as a resident of the State of Hawaii.

(c) No person shall be eligible to be elected as a director who has attained his seventieth (70th) birthday at the time of election, but the directors of a corporation may create exceptions to this requirement by resolution, including but not limited to "Directors Emeritus." The Board of Directors may, at any meeting, appoint one or more "Directors Emeritus" in recognition of the past contributions of such persons or their spouses to the corporation or for other appropriate reasons. A Director Emeritus will be eligible to attend all meetings of the Board of Directors, to have his or her expenses paid and to receive meeting fees (though not any annual retainer), but shall not be eligible to vote and shall not be counted as part of the quorum at any such meeting.

(d) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the corporation. Nominations of persons for election to the Board of Directors may be made at any annual meeting of stockholders or at any special meeting of stockholders called for the purpose of electing directors (a) by or on behalf of the Board of Directors or (b) by any stockholder of the corporation (i) who is a stockholder of record on the date of the giving of the notice provided for in this Section 1(d) and on the record date for the determination of stockholders entitled to vote at such meeting and (ii) who complies with the notice procedures set forth in this Section 1(d).

In addition to any other applicable requirements for a nomination to be made by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Chairman of the Board, if any, the President or the Secretary of the corporation.

To be timely, a stockholder's notice must be delivered to or mailed and received at the principal executive offices of the corporation (i) in the case of an annual meeting, not less than ninety (90) days nor more than one hundred twenty (120) days prior to the anniversary date of the immediately preceding annual meeting of stockholders, provided, however, that in the event the annual meeting is called for a date that is not within thirty (30) days before or after such anniversary date, notice by the stockholder in order to be timely must be so received not later than the close of business on the tenth (10th) day following the day on which the notice of the annual meeting is first mailed by the corporation or on which the corporation makes public disclosure of the date of the annual meeting, whichever first occurs; and (ii) in the case of a special meeting of stockholders called for the purpose of electing directors, not later than the close of business on the tenth (10th) day following the day on which a notice of the date of the special meeting is first mailed by the corporation or on which the corporation makes public disclosure of the date of the special meeting, whichever first occurs. Notwithstanding the preceding sentence, a stockholder's notice concerning nominations of directors to be elected at the 1999 annual meeting shall be timely if received by the close of business on the later of (i) the tenth day following the date on which the corporation's proxy statement for the 1999 annual meeting is first mailed to stockholders or (ii) April 12, 1999.

To be in proper written form, a stockholder's notice must set forth (i) as to each person whom the stockholder proposes to nominate for election as a director (a) the name, age, business address and residence address of the person, (b) the principal occupation or employment of the person, (c) the class or series and number of shares of capital stock of the corporation that are owned by the person (x) beneficially and (y) of record, and (d) any other information relating to the person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder; and (ii) as to the stockholder giving the notice (a) the name and record address of such stockholder, (b) the class or series and number of shares of capital stock of the corporation that are owned by such stockholder (x) beneficially and (y) of record, (c) a description of all arrangements or understandings between such stockholder and each proposed nominee and any other person or persons (including their names) pursuant to which the nomination(s) are to be made by such stockholder, (d) a representation that such stockholder intends to appear in person or by proxy at the meeting to nominate the persons named in its notice and (e) any other information relating to such stockholder that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected.

No person shall be eligible for election as a director of the corporation unless nominated in accordance with the procedures set forth in this Section 1(d), and unless such person satisfies (if applicable) the requirements of Section 1(e) of this Article III.

(e) No person shall be eligible for election as a director if his or her election would cause the Company to have insufficient "independent directors" within the meaning of Section 121 of the Company Guide of the American Stock Exchange (or any successor provision) to meet the requirements of that Section (or any successor provision).

SECTION 2. Removal of Directors. Any director may be removed from office with or without cause at any time and another person may be elected in his place to serve for the remainder of his term at any special meeting of stockholders called for that purpose by the affirmative vote of the holders of a majority of all of the shares of capital stock of the corporation outstanding and entitled to vote. In case any vacancy so created shall not be filled by the stockholders at such meeting, such vacancy shall be filled by the Board of Directors.

SECTION 3. Chairman. The Board may appoint from among its members a Chairman who shall preside at all meetings and serve during the pleasure of the Board.

SECTION 4. Registration, Meetings, Notice.

(a) Each director shall, upon election to such office, register with the corporation his mailing address.

(b) The Board of Directors shall, without any notice being given, hold a meeting for the purpose of organization as soon as may be practicable after each annual meeting of stockholders.

(c) The Board of Directors may in its discretion schedule regular meetings of the Board to be held at a stated time and place and no notice, written or otherwise, of such meeting shall be required. The Board of Directors may in its discretion alter the time and place for such regular meetings from time to time.

(d) Special meetings of the Board of Directors may be called by the Chairman of the Board of Directors or, in the absence of the Chairman or if no Chairman shall have been appointed, at the call of the President and, in any case, at the call of any two directors.

(e) The Secretary shall give notice of every special meeting of the Board of Directors orally or by cabling or delivering a copy of the same to each director at his registered mailing address not less than forty-eight hours prior to any such meeting. Such notice shall constitute full legal notice of any special meeting, whether actually received or not and whether any director concerned resides in Honolulu or not. No special meeting and no business transacted at any such meeting shall be invalidated or in any way affected by the failure of any director to receive actual notice of any such meeting.

(f) Any director may expressly, in writing or otherwise, waive notice of any meeting. At any meeting, the presence of a director shall be equivalent to the waiver of the giving of notice of said meeting to said director.

(g) To the extent permitted by law, any action required or permitted to be taken at any meeting of the directors or of a committee of the directors may be taken without a meeting if all of the directors or all of the members of the committee, as the case may be, sign a written consent or written consents setting forth the action taken or to be taken at any time before or after the intended effective date of such action. Such consent or consents shall be filed with the minutes of directors' meetings or committee meetings, as the case may be, and shall have the same effect as a unanimous vote.

(h) To the extent permitted by law, members of the Board of Directors or of a committee of the Board of Directors may participate in a meeting of such Board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participating in a meeting pursuant to this section shall constitute presence in person at such meeting.

SECTION 5. Quorum, Adjournment. A majority of the Board of Directors shall constitute a quorum for the transaction of any business. Any act or business must receive the approval of a majority of such quorum unless otherwise provided by law, the Articles of Association or these Bylaws. A quorum, once established, shall not be broken by the absence or withdrawal of one or more directors before the meeting is adjourned. The Chairman or a majority of the directors present may adjourn the meeting from time to time without further notice.

SECTION 6. Permanent Vacancies. If any permanent vacancy shall occur in the Board of Directors through death, resignation, removal or other cause, the remaining director or directors, whether or not a majority of the whole Board, by the affirmative vote of a majority of the remaining director or directors, may elect a successor director to hold office for the unexpired portion of the term of the director whose place shall be vacant.

SECTION 7. Temporary Vacancies, Substitute Directors. If any temporary vacancy shall occur in the Board of Directors through the absence of any director from the State of Hawaii or the sickness or disability of any director, the remaining director or directors, whether constituting a majority or a minority of the whole Board, may by the affirmative vote of a majority of such remaining director or directors appoint some person as a substitute director who shall be a director during such absence, sickness or disability and until such director shall return to duty or the office of such director shall become permanently vacant. The determination of the Board of Directors, as shown on the minutes, of the fact of such absence, sickness or disability shall be conclusive as to all persons and to the corporation.

SECTION 8. Expenses and Fees. By resolution of the Board of Directors, expenses of attendance, if any, and a director's fee in such amount as the Board of Directors shall from time to time determine, may be allowed for attendance at each meeting of the Board and of each meeting of any

committee created by the Board, provided that nothing herein contained shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

SECTION 9. Executive Committee. The Board of Directors, by vote of a majority of the Board, may at its discretion appoint or elect an Executive Committee of not less than two members from its own number who shall have charge of the management of the business and affairs of the corporation in the interim between meetings of the Board of Directors and may exercise all powers of that body during such interim, but shall at all times be subject to any instructions issued by the Board of Directors. The Executive Committee may make its own rules of procedure. The Board of Directors, by vote of a majority of the Board, may at its discretion appoint or elect from its own number one or more alternate members of the Executive Committee who may be alternates for designated members of the Executive Committee or alternates at large or both. Any alternate member of the Executive Committee who is an alternate for a designated member shall be and act as a member of the Executive Committee at any meeting from which the designated member is absent and any alternate at large shall be and act as a member of the Committee at any meeting from which any member of the Committee for whom an alternate has not been designated may be absent.

Such Executive Committee shall make a report of its acts and transactions at the next meeting of the Board of Directors. Vacancies occurring in such Committee or among the alternates for members of such Committee may be filled only by vote of the majority of the Board of Directors, but shall only be filled by a director of the corporation. The acts of the majority of the Executive Committee of the Board shall be effective in all respects as the acts of such Committee and such Committee may act by a writing signed by all of its members, other than alternates, without a meeting being held.

SECTION 10. Audit Committee. The Chairman of the Board of Directors shall have the power, subject to confirmation by the affirmative vote of the majority of the whole Board, to appoint an Audit Committee of not less than three members, one of whom must be a member of the Board of Directors. The Audit Committee shall serve as an independent check on the reliability of the Company's financial controls and its financial reporting, and shall review the work of the independent auditors. The Audit Committee may make its own rules of procedure and shall report to the Board of Directors.

SECTION 11. Other Committees. The Chairman of the Board of Directors shall have the power, subject to confirmation by the affirmative vote of the majority of the whole Board, to appoint any other committees and such committees shall have and may exercise such powers as shall be authorized by the Board of Directors. Such committees may be composed of members who are not members of the Board of Directors. Such committees may make their own rules of procedure and shall report to the Board of Directors.

ARTICLE IV OFFICERS

SECTION 1. Officers Generally. The officers of the corporation shall be a Chairman of the Board, if appointed by the Board of Directors; a Vice Chairman of the Board, if appointed by the Board of Directors; a President; one or more Vice Presidents, some of whom may be designated as Executive Vice Presidents, Financial Vice Presidents, Senior Vice Presidents or Group Vice Presidents; a Treasurer; a Controller; a Secretary; Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine; and such other officers as the Board of Directors shall from time to time determine. In addition, the Board of Directors, by vote of a majority of the Board, may designate which of the Chairman of the Board, if appointed by the Board of Directors, or the President shall be the Chief Executive Officer of the corporation. The Chief Executive Officer so designated shall have such power and authority and perform such duties as set forth below and as the Board may from time to time assign to him. The Board of Directors, by vote of a majority of the Board, may designate which of the Chairman of the Board, if appointed by the Board of Directors, the President or any Vice President shall be the Chief Operating Officer. The Chief Operating Officer so designated shall have such power and authority and perform such duties as set forth below and as the Board may from time to time assign to him. The officers shall be appointed by the Board of Directors and shall hold office thereafter until their successors shall be duly appointed and qualified. The number of Vice Presidents may be changed from time to time by the Board of Directors at any meeting or meetings thereof and, if increased at any time, such additional Vice Presidents shall be appointed by the Board of

Directors. The offices of Chairman of the Board of Directors and Vice Chairman of the Board of Directors shall be filled from among the members of the Board of Directors, but no other officer need be a director. Any two or more of the offices of Vice President, Secretary, Treasurer and Controller may be held by the same person or each of such offices may be held by separate persons.

SECTION 2. Vacancies. Vacancies which may occur in any office shall be filled by appointment by the Chief Executive Officer, if designated, or the President or Board of Directors for the remainder of the term of such office.

In case of temporary disability of any officer, the Chief Executive Officer, if designated, or the President or Board of Directors may appoint a temporary officer to serve during such absence or disability.

SECTION 3. Removals. Any officer, for or without cause, may be removed from office at any time at a meeting specially called for that purpose by the affirmative vote of not less than two-thirds of the total voting power represented by the stock then entitled to vote, except insofar as such removal would be contrary to law.

The Board of Directors of the corporation may at any time remove from office or discharge from employment for or without cause any officer, manager, subordinate officer, agent or employee appointed by it or by any person under authority delegated to it, except insofar as such removal would be contrary to law.

SECTION 4. Chairman of the Board. Whenever there shall be a Chairman of the Board of Directors, he shall preside at all meetings of the stockholders and of the Board of Directors and shall have such powers and perform such other duties as may be assigned to him from time to time by the Board of Directors.

SECTION 5. Vice Chairman of the Board. Whenever there shall be a Vice Chairman of the Board of Directors, he shall preside at all meetings of the stockholders and of the Board of Directors should the Chairman of the Board of Directors be absent and he shall have such powers and perform such other duties as may be assigned to him from time to time by the Board of Directors.

SECTION 6. Chief Executive Officer. If a Chief Executive Officer is designated by the Board of Directors, he shall have and exercise, subject to the directions and control of the Board, the general management, supervision and direction over all of the property, business and affairs of the corporation, prescribe the duties of the managers of all branch offices, appoint heads of departments and exercise such other powers and perform such other duties as the Board may from time to time confer on him. He shall at all times keep the Board of Directors fully advised as to all of the corporation's business.

SECTION 7. Chief Operating Officer. If a Chief Operating Officer is designated by the Board of Directors, he shall have and exercise, subject to the discretion and control of the Chief Executive Officer, if designated, or the Board of Directors, the day-to-day management, supervision and control of all of the property, business and affairs of the corporation and generally control the engagement, government and discharge of all employees of the corporation and fix their duties and compensation and exercise such other powers and perform such other duties as the Board may from time to time confer on him. He shall at all times keep the Chief Executive Officer, if designated, or the Board of Directors fully advised as to all of the corporation's business.

SECTION 8. President. It shall be the duty of the President in the absence of the Chairman of the Board and Vice Chairman of the Board, if no Chairman of the Board or Vice Chairman of the Board shall have been appointed, to preside at all meetings of the stockholders and of the Board of Directors. If no Chief Executive Officer and/or Chief Operating Officer shall have been designated, then the President shall exercise general supervision and direction of the business and affairs of the corporation and its several officers, agents and employees, subject, however, to the control of the Board of Directors, and shall have power, unless otherwise determined by the Board of Directors, to employ and discharge all branch, division and department employees, agents and/or attorneys of the corporation and fix their compensation. The President shall also perform all other duties that may be assigned to him from time to time by the Board of Directors.

SECTION 9. Vice Presidents. The Vice Presidents shall assume and perform the duties of the President in the absence or disability of the President or whenever the office of the President is vacant, and shall perform such other duties as may be assigned to them from time to time by the Board of Directors, the Chief Executive Officer, the Chief Operating Officer or the President. The Executive Vice Presidents, in case such officers are appointed, shall be first in order to perform the duties of the President.

SECTION 10. Treasurer. The Treasurer shall be the financial officer of the corporation. He shall have custody of all moneys, shall keep the same for safekeeping in such depositories as may be designated by the Board of Directors, shall expend the funds of the corporation as directed by the Board of Directors and take proper vouchers for such expenditures, and shall perform such other duties as may be assigned to him from time to time by the Board of Directors or by the President. If required to do so by the Board of Directors, he shall give a bond in such amount and with such surety as may be prescribed by the Board for the faithful discharge of his duties. In the absence or disability of the Treasurer, his duties shall be performed by the Comptroller or by an Assistant Treasurer.

SECTION 11. Secretary. The Secretary shall have custody of all valuable papers and documents of the corporation, shall be ex-officio secretary of the Board of Directors and of all standing committees, shall give or cause to be given all required notices of meetings of the stockholders and directors, shall record the proceedings of meetings of the stockholders, directors and standing committees in a book or books to be kept for that purpose, shall have charge and custody of the records for the issue and transfer of shares of the capital stock of the corporation, and shall perform such other duties as may be assigned to him from time to time by the Board of Directors or by the President. He shall have custody of the seal of the corporation. In the absence or disability of the Secretary, his duties shall be performed by the Treasurer or by an Assistant Secretary.

SECTION 12. Controller. The Controller, if there is one, shall be the accounting officer of the corporation. He shall keep or cause to be kept a book or books setting forth a true record of the receipts and expenditures, assets and liabilities, losses and gains of the corporation, shall render statements of the financial condition of the corporation when and as required by the Board of Directors, and shall perform such other duties as may be assigned to him from time to time by the Board of Directors or by the President. In the absence or disability of the Controller, his duties shall be performed by the Treasurer or by an Assistant Controller.

SECTION 13. Subordinate Officers. The powers and duties of the subordinate officers shall be as prescribed by the Board of Directors. In the absence or disability of the Treasurer and Secretary, the Assistant Treasurer or the Assistant Secretary may register and transfer stock of the corporation under such regulations as may be prescribed by the Board of Directors.

SECTION 14. Absence of Officers. In the absence or disability of the Chief Executive Officer, Chief Operating Officer and President, the duties of the Chief Executive Officer, Chief Operating Officer and President, other than the calling of meetings of the stockholders and the Board of Directors, shall be performed by the Executive Vice President and in his absence or disability by such persons as may be designated for such purpose by the Board of Directors. In the absence or disability of the Secretary and of the Assistant Secretary or Assistant Secretaries, if more than one, or of the Treasurer and the Assistant Treasurer or Assistant Treasurers, if more than one, the duties of the Secretary or of the Treasurer, as the case may be, shall be performed by such person or persons as may be designated for such purpose by the Board of Directors.

SECTION 15. Auditor. The Auditor shall be elected annually by the stockholders, shall not be an officer of the corporation and shall be an independent certified public accountant. The Auditor shall audit the books and accounts of the corporation and shall certify his findings and report thereon in writing to the stockholders at least annually, and shall make such other audits and reports as the Board of Directors shall determine from time to time. The Auditor may be a person, co-partnership or, if permitted by law, a corporation. The Auditor may be removed from office either with or without cause at any time at a special meeting of the stockholders called for the purpose, and any vacancy caused by such removal may be filled for the balance of the unexpired term by the stockholders at a special meeting called for the purpose. In case of a vacancy in the office of Auditor other than by removal, the vacancy may be filled for the unexpired term by the Board of Directors or, if a special meeting shall be held during the existence of such vacancy, the vacancy may be filled at such special meeting of the stockholders.

ARTICLE V
EXECUTION OF INSTRUMENTS

SECTION 1. Proper Officers. Except as hereinafter provided or as required by law, all checks, drafts, notes, bonds, acceptances, deeds, leases, contracts, bills of exchange, orders for the payment of money, licenses, endorsements, stock powers, powers of attorney, proxies, waivers, consents, returns, reports, applications, notices, mortgages and other instruments or writings of any nature which require execution on behalf of the corporation shall be signed by the President or a Vice President and by the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer, but no officer, though he may hold two or more offices, shall sign any instrument in more than one capacity, provided however that the Board of Directors may from time to time authorize any such documents, instruments or writings to be signed by such officers, agents or employees of the corporation, or any one of them, in such manner as the Board of Directors may determine.

SECTION 2. Facsimile Signatures. The Board of Directors may from time to time by resolution provide for the execution of any corporate instrument or document, including but not limited to checks, warrants, drafts and other orders for the payment of money by a mechanical device or machine or by the use of facsimile signatures under such terms and conditions as shall be set forth in any such resolution.

ARTICLE VI
VOTING OF STOCK BY THE CORPORATION

In all cases where the corporation owns, holds or represents under power of attorney or by proxy or in any other representative capacity shares of capital stock of any corporation or shares or interests in business trusts, co-partnerships or other associations, such shares or interests shall be represented or voted in person or by proxy by the President or, in his absence, by the Vice President or, if there be more than one Vice President present, then by such Vice President as the Board of Directors shall have designated as Executive Vice President or, failing any such designation, by any Vice President or, in the absence of any Vice President, by the Treasurer or, in his absence, by the Secretary; provided, however, that any person specifically appointed by the Board of Directors for the purpose shall have the right and authority to represent and vote such shares or interests with precedence over all of the above named.

ARTICLE VII
CAPITAL STOCK

SECTION 1. Certificates of Stock. The certificates of stock of each class shall be in such form and of such device as the Board of Directors may from time to time determine. They shall be signed by the President or a Vice President and by the Treasurer or the Secretary or an Assistant Treasurer or Assistant Secretary and shall bear the corporate seal, provided, however, that the Board of Directors in its discretion may provide that any certificate which shall be signed by a transfer agent or by a registrar may be sealed with only the facsimile seal of the corporation and may be signed with only the facsimile signatures of the officers above designated. In case any officer who has signed or whose facsimile signature has been placed upon any certificate shall have ceased to be such officer before such certificate is issued, such certificate may, nevertheless, be issued with the same effect as if such officer had not ceased to be such at the date of its issue. Certificates shall not be issued for nor shall there be registered any transfer of any fraction of a share. In the event that fractional parts of or interests in any share shall result in any manner from any action by the stockholders or directors of the corporation, the Treasurer may sell the aggregate of such fractional interests under such reasonable terms and conditions as the Treasurer shall determine, subject, however, to the control of the Board of Directors, and distribute the proceeds thereof to the person or persons entitled thereto.

SECTION 2. Holder of Record. The corporation shall be entitled to treat the person whose name appears on the stock books of the corporation as the owner of any share as the absolute owner thereof for all purposes and shall not be under any obligation to recognize any trust or equity or equitable claim to or interest in such share, whether or not the corporation shall have actual or other notice thereof.

SECTION 3. Transfer of Stock. Transfer of stock may be made in any manner permitted by law, but no transfer shall be valid, except between the parties thereto, until it shall have been duly recorded in the stock books of the corporation and a new certificate issued. No transfer shall be entered in the stock

books of the corporation nor shall any new certificate be issued until the old certificate, properly endorsed, shall be surrendered and canceled.

SECTION 4. Closing of Transfer Books. The Board of Directors shall have power for any corporate purpose from time to time to close the stock transfer books of the corporation for a period not exceeding thirty consecutive business days, provided, however, that in lieu of closing the stock transfer books aforesaid the Board of Directors may fix a record date for the payment of any dividend or for the allotment of rights or for the effective date of any change, conversion or exchange of capital stock or in connection with obtaining the consent of stockholders in any matter requiring their consent or for the determination of the stockholders entitled to notice of or to vote at any meeting of stockholders and, in any such case, only such stockholders as shall be stockholders of record on the record date so fixed shall be entitled to the rights, benefits and privileges incident to ownership of the shares of stock for which such record date has been fixed, notwithstanding any transfer of stock on the books of the corporation after such record date.

SECTION 5. Lost Certificates. The Board of Directors may, subject to such rules and regulations as it may adopt from time to time, order a new certificate or certificates of stock to be issued in the place of any certificate or certificates of stock of the corporation alleged to have been lost or destroyed, but in every such case the owner of the lost or destroyed certificate or certificates shall be required to file with the Board of Directors sworn evidence showing the facts connected with such loss or destruction. The Board of Directors may, in its discretion, further require that a notice or notices shall be published not less than once each week for three consecutive weeks or for such other length of time as the Board of Directors may provide in any special case in one or more newspapers of general circulation, which notice shall describe the lost or destroyed certificate, seek its recovery and warn all persons against negotiating, transferring or accepting the same. Unless the Board of Directors shall otherwise direct, the owner of the lost or destroyed certificate shall be required to give to the corporation a bond or undertaking in such sum, in such form and with such surety or sureties as the Board of Directors may approve, to indemnify the corporation against any loss, damage or liability that the corporation may incur by reason of the issuance of a new certificate or certificates. Nothing in this section contained shall impair the right of the Board of Directors, in its discretion, to refuse to replace any allegedly lost or destroyed certificate, save upon the order of the court having jurisdiction in the matter.

ARTICLE VIII AMENDMENT

These Bylaws may be altered, amended or repealed from time to time by the vote of not less than two-thirds of all of the directors of the corporation at any meeting of the Board of Directors, subject to repeal or change by action of the stockholders taken in accordance with this Article VIII. The Bylaws, or any provision thereof, may be repealed or changed by action of the stockholders at a duly called and noticed annual or special meeting if (i) one of the purposes of such meeting expressly set forth in the notice therefor is to repeal or change the Bylaws or any provision thereof, (ii) the notice or accompanying proxy materials set forth with specificity the repeal of or changes to the Bylaws or any provision thereof proposed to be effectuated by action of the stockholders at the annual or special meeting, (iii) the proposal to repeal or change the Bylaws or any provision thereof complies with all other requirements of the Bylaws (including without limitation Section 7 of Article II), and (iv) such proposal is approved by the affirmative vote of the holders of at least a majority of the corporation's outstanding common stock (except that any such proposal that would repeal the Bylaws in their entirety, or amend, add or delete any Bylaw provision concerning the number, term of office or qualifications of directors, the nomination of directors, the classification of the Board of Directors, requirements for advance notice of matters to be brought before any annual or special meeting, or this Article VIII, shall be effective only if approved by the affirmative vote of the holders of at least two-thirds of the corporation's outstanding common stock).

CERTIFICATION

I, Warren H. Haruki, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Maui Land & Pineapple Company, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 4, 2010

/s/ Warren H. Haruki
Name: Warren H. Haruki
Title: Chairman & Interim Chief Executive Officer
(Principal Executive Officer)

CERTIFICATION

I, Tim T. Esaki, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Maui Land & Pineapple Company, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 4, 2010

/s/ Tim T. Esaki
Name: Tim T. Esaki
Title: Chief Financial Officer
(Principal Financial Officer)

The following certifications are being furnished solely to accompany the Report pursuant to 18 U.S.C. § 1350 and in accordance with SEC Release No. 33-8238. These certifications shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, nor shall be incorporated by reference in any filing of the Company under the Securities Act of 1933, as amended, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350

In connection with the Quarterly Report of Maui Land & Pineapple Company, Inc. (the “Company”) on Form 10-Q for the quarter ended June 30, 2010 as filed with the Securities and Exchange Commission (the “Report”), we, **Warren H. Haruki** and **Tim T. Esaki**, respectively, the Chairman & Interim Chief Executive Officer and Chief Financial Officer of the Company, certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Warren H. Haruki

Warren H. Haruki
Chairman & Interim Chief Executive Officer
(Principal Executive Officer)

Date: August 4, 2010

/s/ Tim T. Esaki

Tim T. Esaki
Chief Financial Officer
(Principal Financial Officer)

Date: August 4, 2010

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.
