

**ASSIGNMENT OF THE
PROGRAMMATIC AGREEMENT
DATED JANUARY 2011**

THIS ASSIGNMENT is entered into and effective July 1, 2011, by and between the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, whose principal place of business and mailing address is Honolulu Hale, 530 South King Street, Honolulu, Hawaii 96813 (hereinafter referred to as the "Assignor" or "City"), and the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION, a semi-autonomous agency of the City and County of Honolulu, whose principal place of business and mailing address is 1099 Alakea Street, Suite 1700, Honolulu, Hawaii 96813 (hereinafter referred to as the "Assignee" or "HART").

WITNESSETH:

WHEREAS, Assignor is commencing work on the Honolulu High-Capacity Transit Corridor Project, a 20-mile grade-separated fixed guideway rail system from East Kapolei to Ala Moana Center (the "Rail Project");

WHEREAS, in connection with the Rail Project, Assignor, as an invited signatory party, entered into that certain Programmatic Agreement among the U.S. Department of Transportation Federal Transit Administration, the Hawaii State Historic Preservation Officer, the United States Navy, and the Advisory Council on Historic Preservation Regarding the Honolulu High-Capacity Transit Corridor Project in the City and County of Honolulu, Hawaii, dated January 2011 (the "PA");

WHEREAS, on December 16, 2009, the Honolulu City Council (the "Council") adopted Resolution 09-252, CD1, to initiate amendments to the Revised Charter of the City and County of Honolulu 1973, as amended ("Charter"), to create HART, a public transit authority responsible for the planning, construction, operation, maintenance, and expansion of the City's Rail Project;

WHEREAS, at the 2010 general election, the voters approved amending the Charter as proposed by the Council to create HART;

WHEREAS, and as mentioned in the PA, Section 16-129 of the Charter provides that all lawful obligations owed by or to Assignor relating to the Rail Project on June 30, 2011, shall remain in effect on July 1, 2011, and that such obligations and liabilities shall be assumed by Assignee;

WHEREAS, the Charter amendments established HART effective July 1, 2011; and

WHEREAS, in accordance with the provisions of the Charter amendments, Assignor wishes to document the assignment of the PA to Assignee;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises hereinafter set forth, Assignor hereby assigns, transfers, sets over and delivers unto Assignee, Assignee's successors and assigns, all of Assignor's right, title and interest in and to the PA, to have and to hold the same with the benefit of all rights, powers, promises, covenants and agreements which are in the PA set forth, and all of the right, title and interest of Assignor as set forth in the PA unto Assignee, Assignee's successors and assigns, as aforesaid; and

ASSIGNOR hereby covenants and agrees that Assignor is the lawful owner of the interest in the PA being assigned hereunder; that the same is valid and enforceable and is in full force and effect and not in default; that Assignor's interest in the PA is free and clear of and from all encumbrances other than those mentioned in the PA; that the PA has not been modified or amended; and that Assignor has good right to sell, assign, transfer, set over and deliver Assignor's interest therein as aforesaid; and

ASSIGNEE does hereby promise, covenant and agree to and with Assignor that Assignee will observe and perform all of the covenants in the PA contained and on the part of Assignor to be observed and performed from and after the date hereof; and

IT IS MUTUALLY AGREED (1) that the terms "Assignor" and "Assignee," as used herein, or any pronouns used in place thereof, shall mean and include the named parties and their respective successors and assigns, and shall be so construed that whenever applicable with reference to any of them, the use of the singular shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include either or both of the other genders, (2) that this Agreement is supplemental to the PA, (3) that the terms and conditions of this Agreement represent the entire agreement between the parties relating to the assignment of the PA, and (4) that, except as specifically supplemented by this Agreement, all terms and conditions of the PA shall remain in full force and effect.

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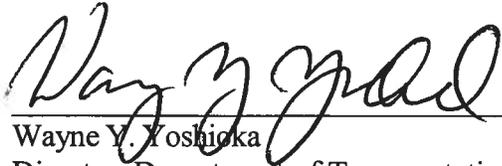
IN WITNESS WHEREOF, Assignor and Assignee have executed these presents the day and year first above written.

“Assignor”

“Assignee”

CITY AND COUNTY OF HONOLULU

HONOLULU AUTHORITY FOR RAPID
TRANSPORTATION



Wayne Y. Yoshioka
Director, Department of Transportation Services

9/2/11
Date



Kenneth Toru Hamayasu
Interim Executive Director

9/6/11
Date

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APPROVED AS TO FORM AND LEGALITY:


Deputy Corporation Counsel