ASSIGNMENT OF CONTRACT

Contract No. SC-DTS-0700001

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 and PB Americas, Inc. ("Contractor") entered into that certain Agreement for Professional Services dated August 24, 2007, Contract No. SC-DTS-0700001, as amended by Amendment No. 1 dated June 23, 2008, Amendment No. 2 dated May 21, 2009, Amendment No. 3 dated January 22, 2010, Amendment No. 4 dated April 7, 2010, Amendment No. 5 dated October 6, 2010, Amendment No. 6 dated December 21, 2010, Amendment No. 7 dated April 19, 2011, and Amendment No. 8 dated June 30, 2011 (collectively, the "Contract");

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, the Charter amendments provide 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 assign the Contract 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 Contract, to have and to hold the same with the benefit of all rights, powers, promises, covenants and agreements which are in the Contract set forth, and all of the right, title and interest of Assignor as set forth in the Contract 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 Contract 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 Contract is free and clear of and from all encumbrances other than those mentioned in the Contract; that the Contract has not been modified or amended except as expressly noted above; and that Assignor has good right to sell, assign, transfer, set over and deliver Assignor's interest therein as aforesaid; and that Assignor shall warrant and defend the same unto Assignee against the lawful claims and demands of all persons whosoever; and

ASSIGNOR hereby indemnifies and agrees to hold Assignee harmless from and against any and all obligations, liabilities, claims, accounts and demands (including, without limitation, reasonable attorneys' fees) arising or accruing under the Contract on or before June 30, 2011; and

ASSIGNEE does hereby promise, covenant and agree to and with Assignor that Assignee will observe and perform all of the covenants in the Contract contained and on the part of Assignor to be observed and performed from and after the date hereof and will indemnify and hold Assignor harmless from and against any and all obligations, liabilities, claims, accounts, and demands (including, without limitation, reasonable attorneys' fees) arising or accruing under the Contract after July 1, 2011; 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 Contract, (3) that the terms and conditions of this Agreement represent the entire agreement between the parties relating to the assignment of the Contract, and (4) that, except as specifically supplemented by this Agreement, all terms and conditions of the Contract shall remain in full force and effect.

[THE REMAINDER OF THIS PAGE IS BLANK.]

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

"Assignor"

CITY AND COUNTY OF HONOLULU

Michael Alton JUN 30 2011

Director of Budget & Fiscal Services (Date)

"Assignee"

HONOLULU AUTHORITY FOR RAPID TRANSPORTATION

Kenn Tamayan JUL - 1 2011

Interim Executive Director (Date)

ASSIGNMENT CONSENTED TO BY:

"Contractor"

PB AMERICAS, INC.

James R. Van Epps 27 June 2011

(Date)

By: James R. Van Epps

Its Senior Vice President and Project Manager

RES 33602

Corp. Counsel

APPDOC

Rec. No. 11-03974 LSH

APPROVED AS TO FORM AND LEGALITY:

Lori S. Hirahara

Deputy Corporation Counsel