Board of Land and Natural Resources
State of Hawaii
Honolulu, Hawaii

Oahu

Issuance of Right-of-Entry Permit to Hawaii Pacific University, Hawaii Lifestyle Retail Properties LLC and Swinerton Builders on State Lands to Install Construction Barricades, Provide Access Routes for Forklifts, Roll-off Trucks and Other Equipment for Debris Removal and Hauling and Pedestrian Access to the Aloha Tower Market Place Related to the Demolition of the 2nd Floor situated at Piers 8 and 9, Honolulu Harbor, Honolulu, Oahu, Tax Map Key: (1) 2-1-001:001 and 063 (Portion).

APPLICANT (COLLECTIVELY):

Hawaii Pacific University (HPU), a Domestic Nonprofit Corporation, whose mailing address is 1164 Bishop Street, Suite 800, Honolulu, Hawaii 96813

Hawaii Lifestyle Retail Properties LLC (HLRP), a Domestic Limited Liability Company, whose mailing address is 1164 Bishop Street, 8th Floor, Honolulu, Hawaii 96813

Swinerton Builders, a Foreign Profit Corporation, whose mailing address is 1003 Bishop, #1340, Honolulu, Hawaii 96813

LEGAL REFERENCE:

Sections 171-11, Hawaii Revised Statutes, as amended.

LOCATION:

Portion of Honolulu Harbor situated at Piers 8 and 9, Honolulu, Oahu, identified as Aloha Tower Marketplace by Tax Map Key: (1) 2-1-001:001 (Portion), as outlined shown on the attached map labeled Exhibit A.
BLNR-Issuance of Right-of-Entry Permit
to Hawaii Pacific University, Hawaii Lifestyle
Retail Properties, LLC & Swinerton Builders
Page 2

AREA:

4.250 acres, more or less.

ZONING:

State Land Use District:          Urban
City and County of Honolulu:     Aloha Tower Project

LAND STATUS:

Section 5(A) lands of the Hawaii Admission Act

CURRENT USE STATUS:

Encumbered by Governor's Executive Order No. 3542 to Department of Transportation,
Harbors Division for Harbor and Wharfage Operations purposes.

Encumbered by Revocable Permit No. H-98-2121 Issued to Paradise Cruises for Office
and Training Facility

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

A Declaration of Exemption from the preparation of an environmental assessment has been made by the Director of Transportation for the proposed demolition work. The applicants have requested a Right of Entry on State lands as part of their proposed demolition of interior spaces, including fenestrations, at the Aloha Tower Marketplace. OEQC requirements pursuant to Section 11-2000-8(A)(2), Environmental Impact Statement Rules of the Department of Health, State of Hawaii, that allows for interior alterations involving things such as partitions, plumbing, and electrical conveyances; and Demolition of structures, except those structures located on any historic site as designated in the national register of Hawaii register as provided for in the National Historic Preservation Act of 1966, Public Law 89-666, 16 U.S.C. §470, as amended, or Chapter 6E, HRS.

CHARACTER OF USE:

Right of Entry to Install Construction Barricades, Provide Access Routes for Forklifts,
Roll-off Trucks and Other Equipment for Debris Removal and Hauling and Pedestrian Access to Aloha Tower Marketplace Related to the Demolition of the 2nd Floor.
TERM OF RIGHT-OF-ENTRY:

Ninety (90) days

CONSIDERATION:

Gratis.

APPLICANT REQUIREMENTS:

Applicant shall be required to obtain Harbors’ acceptance for use of the heaviest loads that will be imposed on piers 8-10. This acceptance shall be based on calculations by a licensed Hawaii structural engineer’s stamped calculations.

REMARKS:

The Hawaii Pacific University (HPU) is planning their first phase of the Aloha Tower Marketplace – HPU Student Apartment Project (See copy labeled Exhibit B). This phase includes the demolition of the 2nd floor which is anticipated to take approximately ninety (90) days to complete. Only demolition to the 2nd floor will take place at this time since their Environmental Assessment is still pending. Upon approvals of the building plans and fulfillment of Environmental Impact Statement rules, HPU’s contractors will commence with the renovation of the student apartments which is anticipated to be completed by May 2015.

During the demolition, at least four (4) tenants (Gordon Biersch, Hooters, Star of Honolulu, and HPU Staff Offices) will remain in operation in the Aloha Tower Marketplace (ATM). Barricades will be erected around the ATM as shown on Exhibit C. As such, the applicants are requesting that all pedestrians access the open businesses only by traversing along Pier 8, in addition access to the Aloha Tower will remain open during this right-of-entry period.

The Applicant has informed staff that forklifts, roll-off trucks and equipment will haul dumpsters, etc. on the access route established along Piers 8 and 9 and the Aloha Tower area during the period. The applicants will be required to have traffic control personnel to ensure the safety of pedestrians whenever there is any movement of vehicles and equipment along Piers 8 & 9 and Aloha Tower area.
RECOMMENDATION:

That the Board, subject to the Applicant fulfilling the Applicant Requirements above authorize the issuance of a right-of-entry permit to HPU, HLRP and Swinerton Builders covering the subject area under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:

1. The standard terms and conditions of the most current right-of-entry permit form, as may be amended from time to time;

2. Review and approval by the Department of the Attorney General; and

3. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,

GLENN M. OKIMOTO
Director of Transportation

APPROVED FOR SUBMITTAL:

WILLIAM J. AILA, JR.
Chairperson and Member
HPU Student Apartment Demolition Work – Operations Plan

General Scope Description

The first phase of the Aloha Tower Marketplace – HPU Student Apartment project will consist of demolition of the 2nd floor, as described in the exemption document provided with the Demolition Permit. In order to complete this work, there will be some demolition activities that take place around the Aloha Tower Marketplace, as follows:

Environmental Protection
Swinerton will implement our Best Management Plan to ensure that environmental concerns are appropriately addressed. Our BMP plan shows the investigative work of some of the current site conditions, and the measures we will take to protect the storm drains from inadvertent discharges.

Barricades
In order to ensure the safety of pedestrians, a barricade system will be placed wherever needed around the perimeter of the marketplace, as shown on the site logistics plan. The purpose of this barricade is to keep people safe from demolition activities. Anyone who wants to enter the demolition area will need approval from Swinerton Builders, be required to take a jobsite orientation class, and abide by all Swinerton jobsite rules, including wearing the proper PPE.

Pedestrian Access
There will be 4 tenants (or less) that remain in operation in the Aloha Tower Marketplace during the demolition. Currently, they are Gordon Biersch, Hooters, Star of Honolulu, and HPU Staff Offices. These facilities will continue to have access along the Pier 8 side of their facilities. Barricades will be placed, as shown on the site logistics plan, towards the inside of the marketplace to create a barrier in between the current establishment and the jobsite.

On the mauka side of the marketplace, Swinerton’s barrier will allow for a minimum 4’ spacing between the current obstacles for pedestrians to be able to

EXHIBIT B
safely access across the front of the property. The barricades will run approximately 4 feet to the makai side of the current valet booth.

During demolition, Swinerton will assure that the current public lighting will not be affected (it will continue to operate as is). Additionally, to ensure safety, there will be security guards scheduled to monitor the site off hours.

**Vehicular Traffic Flow On Site**
There will be limited vehicle access required around the perimeter of the site during the demolition work. There will be vehicular activity, forklifts, heavy-duty trucks and dumpster hauling movements around the perimeter of the project. When these movements occur, there will be designated personnel to monitor traffic and safety. The primary access to the project will be along pier 8 and 9. Secondary routes will run along pier 10 cobblestone/promenade area.

Maritime operations will have precedence over demolition activities. Swinerton will hold weekly meetings to facilitate the ongoing activities between the different operable groups to further coordinate logistics and schedules.

**Trash Bins**
The site logistics plan includes the current locations of the trash bins that we plan to use during demolition. The dumpsters will be protected from causing damage to their surroundings.

**Approved Equipment**
It is understood that part of the jobsite (within the barricades) is on or near the pier structure. Prior to moving any equipment on the pier, Swinerton will obtain approval from Aloha Tower Marketplace, HPU and DOT. A list of equipment with their specifications (dimensions & weights) will be submitted.

**Insurance**
Swinerton will provide a CCIP or Contractor Controlled Insurance Program for the project, whereby all contractors will be enrolled prior to coming on site. Swinerton has also included a list of additional insured on this Insurance policy, as shown on page 1 of the policy, please see attached. The Insurance limits include General Liability, Automobile, and an Umbrella Liability Insurance as indicated on the attached Insurance policy.
Contractor Parking
There will be a limited amount of parking for Swinerton office personnel in Pier 10. All personnel will have badges and follow all protocol, including not parking in those spots during boat days. At these times, the office personnel will park with the remainder of the labor force parking in the lot near Pier 6, as shown on the site logistics plan.

Demolition Duration
The duration of the demolition is scheduled to take approximately 90 days. Barricades will remain up after demolition. Typical hours of operation will be from 8:00am to 5:00pm Monday thru Friday. Any off hour work will be communicated in the weekly coordination meeting.
<table>
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<tr>
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<td>SEVEN SEAS MARINER*</td>
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<td>AMSTERDAM</td>
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</table>

**Turn-Around Date**
HPU - ALOHA TOWER
TRAFFIC PLAN
(ALTERNATE ROUTE 2)
Pohaku,

I have listed all our equipment and trucks weight GVW below.

ANY INFORMATION ON VEHICLES AND EQUIPMENT GOING ON PIERS 8 AND 9 –

1. Forklift – 10K Gradall – 10,000K – EQUIPMENT FOOTPRINT 60.60 LBS SF.
2. Roll Off Trucks
   a. Truck Type A / 57,900 GVW With Loaded 40CY debris can
   b. Truck Type B / 64,740 GVW with Loaded 40CY debris can
3. Ford F350 Stake Bed Delivery Truck: 10,000 lbs. GVW
4. Crew Trucks
   a. Ford E-Series van: 8,600 lbs. GVW
   b. Ford F250 Super Duty: 6,635 lbs. GVW
   c. Ford F250: 4,300 lbs. GVW

Is this what you are looking for?

Call me if you have any questions.

Thanks,

Jim Willard III

Demolition Project Manager
Penhall Company dba Concrete Coring Company of Hawaii
(P) 808-488-8222 (F) 808-487-6679 (M) 808-342-5637
The Penhall Company is an Equal Opportunity Employer
<table>
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<th>05-10A</th>
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<th>08-43A</th>
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<tr>
<td>Rated Capacity @ 24 in (610 mm) Load Center</td>
<td>5,500 lb (2,495 kg)</td>
<td>6,600 lb (2,994 kg)</td>
<td>9,000 lb (4,082 kg)</td>
<td>10,000 lb (4,536 kg)</td>
<td>10,000 lb (4,536 kg)</td>
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<tr>
<td>Maximum Lift Height</td>
<td>18 ft 4 in (5.49 m)</td>
<td>42 ft (12.8 m)</td>
<td>43 ft (13.11 m)</td>
<td>43 ft (13.11 m)</td>
<td>55 ft (16.76 m)</td>
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<tr>
<td>Capacity @ Maximum Lift Height</td>
<td>4,400 lb (1,955 kg)</td>
<td>6,000 lb (2,721 kg)</td>
<td>7,000 lb (3,175 kg)</td>
<td>7,000 lb (3,175 kg)</td>
<td>5,000 lb (2,268 kg)</td>
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<tr>
<td>Maximum Reach</td>
<td>10 ft 11 in (3.33 m)</td>
<td>29 ft (8.84 m)</td>
<td>30 ft 6 in (9.3 m)</td>
<td>30 ft 6 in (9.3 m)</td>
<td>42 ft (12.8 m)</td>
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<tr>
<td>Capacity @ Maximum Reach</td>
<td>1,850 lb (839 kg)</td>
<td>1,000 lb (454 kg)</td>
<td>1,200 lb (544 kg)</td>
<td>2,300 lb (1,043 kg)</td>
<td>2,300 lb (1,043 kg)</td>
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<tr>
<td>Approximate Operating Weight</td>
<td>10,600 lb (4,816 kg)</td>
<td>21,400 lb (9,753 kg)</td>
<td>25,907 lb (11,751 kg)</td>
<td>26,801 lb (12,157 kg)</td>
<td>34,850 lb (15,801 kg)</td>
</tr>
<tr>
<td>A. Length (Less Forks)</td>
<td>144.2 in (3,66 m)</td>
<td>212.6 in (5,44 m)</td>
<td>237 in (6,02 m)</td>
<td>233 in (5,91 m)</td>
<td>240 in (6.11 m)</td>
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<tr>
<td>B. Width</td>
<td>71.5 in (1,81 m)</td>
<td>97.2 in (2.47 m)</td>
<td>97.5 in (2.47 m)</td>
<td>98.2 in (2.49 m)</td>
<td>101.3 in (2.57 m)</td>
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<tr>
<td>C. Height</td>
<td>75.6 in (1.91 m)</td>
<td>94 in (2.39 m)</td>
<td>95.5 in (2.43 m)</td>
<td>95.5 in (2.43 m)</td>
<td>101 in (2.57 m)</td>
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<tr>
<td>D. Wheelbase</td>
<td>90 in (2.29 m)</td>
<td>128 in (3.25 m)</td>
<td>132 in (3.35 m)</td>
<td>132 in (3.35 m)</td>
<td>144 in (3.66 m)</td>
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<tr>
<td>E. Ground Clearance</td>
<td>10.8 in (274 mm)</td>
<td>16.4 in (417 mm)</td>
<td>19 in (483 mm)</td>
<td>20 in (508 mm)</td>
<td>10 in (257 mm)</td>
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<tr>
<td>Outside Turning Radius</td>
<td>126.0 in (3,21 m)</td>
<td>144 in (3.66 m)</td>
<td>144 in (3.66 m)</td>
<td>144 in (3.66 m)</td>
<td>168 in (4.27 m)</td>
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<tr>
<td>Drive</td>
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<tr>
<td>Engine</td>
<td>Perkins 1104D</td>
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<td>HP @ RPM</td>
<td>84 hp @ 2,200 rpm</td>
<td>100 hp @ 2,400 rpm</td>
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<tr>
<td>Tires</td>
<td>12 x 16.5</td>
<td>30/75-28</td>
<td>20/75-28</td>
<td>400/75-28</td>
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<tr>
<td>Maximum Travel Speed</td>
<td>17 mph (27 kmph)</td>
<td>19.5 mph (31.4 kmph)</td>
<td>20 mph (32 kmph)</td>
<td>20 mph (32 kmph)</td>
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<tr>
<td>Frame Tilt Left/Right</td>
<td>±10 Degrees</td>
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*Outriggers are required to achieve stated capacity.*

For complete specifications, visit www.jlg.com

Due to continuous product improvements, JLG Industries reserves the right to make specification and/or equipment changes without prior notification. These machines must or exceed ANSI/ITSDF B56.6-2005 as originally manufactured for intended applications.
Model
544D10-55
TELEHANDLER

**Performance**

**Rated Capacity**
At 24 in. (610 mm) load center,
10,000 lb (4,536 kg)

**Maximum Lift Height**
55 ft (16.8 m)

**Frame Leveling**
8 degrees

**Lift Speed (boom retracted)**
Up: 13.9 sec
Down: 9.3 sec

**Boom Speed**
Extend: 18.3 sec
Retract: 17.6 sec

**Travel Speed Forward**
2WD 0-19 mph (30.6 kmph)
4WD 0-6.5 mph (10.5 kmph)

**Drawbar Pull (loaded)**
12,400 lb (5,625 kg)

**Operating Weight**
With 48 in. (1.2 m) carriage and forks,
33,570 lb (15,227 kg)

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**Standard Specifications**

**Engine**
Make and Model: John Deere 4045H275
Turbocharged and Aftercooled
No. 2 Diesel
Cycles: 4
No. of Cylinders: 4
Displacement: 276 cu in (4.5 L)
Rated Speed: 2,500 rpm
Max. Gross BHP: 125 hp (93 kW)
Fuel Tank: 38 gal (144 L)

**Engine Filters**
Two-stage dry air cleaner — centrifugal pre-cleaner with continuous dust ejector plus replaceable dry filter element.
Visual service indicator.
Replaceable spin-on fuel filter. Full-flow replaceable spin-on engine oil filter.

**Electrical System**
Voltage: 12V
Alternator: 65 amp
Battery: 1050 cold cranking amps at 0°F

**Hydrostatic Drive**
6,300 PSI (43,437 kPa) closed loop with piston pump and motors.
All hydraulic connections ORS and Code 62 O-ring flanges.
Integral reservoir with implement hydraulics.
8 micron suction filter for charge pump.
Self-contained, sweeplate design, variable displacement, over center, piston pump.
Neutral start switch, (Park brake must also be engaged to start.)
2WD — 4WD inching.
Audible back-up travel alarm mounted in counterweight area signals reverse movement.

**Axes**
Planetary hubs with piston motors on rear axle.
Piston motor-driven planetary front axle with high-bias differential.

**Service Brakes**
Hydraulic wet disc brake on each front wheel.
Hydraulic dynamic braking on front axle and both rear wheels.

**Parking Brakes**
Disc spring-applied electro/hydraulic release, fail-safe on both front wheels.
Light on dash indicates when brakes are on.

**Tires**
Standard: 14/40 x 24 — 12PR, G2 type.
Optional: Radial 14/40 x 24 — 12PR.

**Cab**
Certified ROPS/FOPS structure with horn, back-up alarm and standard right side rear view mirror.
Forward, neutral, reverse lever on left of steering column.
Single foot pedal control provides both braking and inching for lifting while maneuvering vehicle.
Electric/hydraulic traction lock valve for superior tractive effort.

**Steering**
Hydraulic power steering with manual backup.
Rear wheel steering, 90° pivot around either front tire.
Outside turning radius is less than chassis length.

**Instruments**
Volt meter, hour meter, engine oil pressure, temperature, fuel gauges.
All gauges protected by clear acrylic cover.

**Controls**
Grouped for operator comfort and convenience.
2WD and 4WD switch on dash.
Boom lift and crowd on single joystick.
Right-hand tilt and sway lever.
Foot throttle.
Rear mounted traction lock switch.

**Hydraulic System-Implement**
Single-section gear pump.
40 gal (151.4 L) system capacity.
8 micron filter with visual service indicator and suction strainer.
Lift, crowd, tilt and sway cylinders have safety checks to prevent dropping of load in the event of hose or other hydraulic failure.

**Auxiliary Hydraulics**
Used for all attachments equipped with cylinders or other hydraulic components. Consists of valves, controls and hydraulic lines.

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**Accessories & Options**

**Cab Enclosure**
Lockable, split door, windshield wiper. Heater & defroster fan.

**Light Group**
Consists of 2 cab-mounted headlights, 1 backup/tail/stoplight and rotating beacon.

**Radial Tires**

**Winch**

**Left Hand Tilt/Sway Control**
Tilt on Joystick

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**Attachments**

**Standard Carriage**
48 in. (1.2 m), 66 in. (1.7 m) or 72 in. (1.8 m)

**Side Tilt Carriage**
48 in. (1.2 m) or 66 in. (1.7 m)

**100° Swing Carriage**
72 in. (1.8 m) Carriage

**180° Swing Carriage**
72 in. (1.8 m)

**100° Drywall Swing Carriage**
72 in. (1.8 m)

**Pallet Forks**
2 x 6 x 48 in. 
(51 mm x 152 mm x 1.2 m)

**Cubing Forks**
2 x 2 x 48 in. 
(51 mm x 51 mm x 1.2 m)

**Vertical Mast**
6 ft (1.8 m)

**100° Swing Mast**
6 ft (1.8 m)

**Truss Boom With or Without Winch**
10 ft (3.0 m)

**Bucket**
0.75 cu yd (0.57 m³) or 1.25 cu yd (0.95 m³)

**Work Platform**
Slip On Crane Hook
Instant Hook
Model 544D10-55 TELEHANDLER

Dimensions

- Length (less forks) .... 237 in. (6.05 m)
- Width ............... 98.8 in. (2.50 m)
- Height ............... 98 in. (2.48 m)
- Wheelbase ........... 135 in. (3.42 m)
- Ground Clearance .... 20.8 in. (528 mm)
- Outside Turning Radius .... 175 in. (4.44 m)
- Max. Reach from Front Tires to 24 in. (610 mm) Load Center .... 42 ft (12.8 m)

IMPORTANT
Rated lift capacities shown are with machine equipped with carriage and pallet forks. The machine must be level on a firm surface with undamaged, properly inflated tires. Machine specifications and stability are based on rated lift capacities at specific boom angles and boom lengths. (If specifications are critical, the specifications should be discussed with your dealer.)

DO NOT exceed rated lift capacity loads, as unstable and dangerous machine conditions will result.

DO NOT tip the machine forward to determine the allowable load.

Use only JLG approved attachments with proper material handler model/attachment load capacity charts displayed in the operator's cab. OSHA requires all rough terrain forklift operators be trained according to OSHA 29 CFR 1910.178 (1).

JLG Industries, Inc.
1 JLG Drive
McConnellsburg, PA 17233-9533
Telephone 717-485-5161
Toll-free in US 877-JLG-LIFT
Fax 717-485-6417
www.jlg.com

Due to continuous product improvements, JLG Industries reserves the right to make specification and/or equipment changes without prior notification. This machine meets or exceeds ASME B56.6-2002 as originally manufactured for intended applications.

Form No: SS-544D-0005-15M
Part No: 3132204
90302
Printed in USA
Date: Wednesday, February 19, 2014
Subject: Pier 10 Parking

In an effort to correctly manage the Pier 10 parking area, ProPark will be issuing parking hang tags. A list will be generated, and a tag number will be assigned to each individual. Multiple vehicles are allowed, but only one vehicle at a time. Failure to have your hang tag displayed on your vehicle will result in immediate tow.

All individuals issued a tag will have their personal cell phone numbers on file. This will allow us to notify anyone who may be parked in an unauthorized area, or in cases of emergencies where access to certain areas may require your vehicle to be moved.

Individuals are to park PERPENDICULAR along the Diamond Head side of the wall. Please see map below.

Your cooperation and support is appreciated. Please contact our office at 566-2314 if you have any questions.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher & Co.
Insurance Brokers of CA, Inc. LIC #0726293
1255 Battery Street, Suite 450
San Francisco CA 94111

INSURED
Swinerton Builders and All Contractors of any tier enrolled in the Controlled Insurance Program
1003 Bishop St. #1340
Honolulu HI 96813

INSCRIBER AFFORDING COVERAGE

INSURER A: Zurich American Insurance Company
16535

INSURER B: Liberty Mutual Fire Insurance Company
23035

INSURER C: Allied World Assurance Co (U.S.) In
19489

INSCRIBER D:

INSCRIBER E:

INSCRIBER F:

CERTIFICATE NUMBER: 1528669183

REVISION NUMBER:

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the named insured above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

<table>
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<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
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<td>DAMAGE TO RENTED PREMISES (Excess) $2,000,000</td>
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<td>CLAIMS-MADE</td>
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<td>MED EXP (Any one person) $10,000</td>
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<td>PERSONAL &amp; ADV INJURY $2,000,000</td>
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<td>POLICY X</td>
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<td>PRODUCTS - COMMODITY AGG $4,000,000</td>
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<td>AGGREGATE $25,000,000</td>
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<td>CLAIMS-MADE</td>
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<td>A</td>
<td>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</td>
<td>Y WC5571733-01</td>
<td>E.L. EACH ACCIDENT $1,000,000</td>
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<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI)</td>
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<td>E.L. DISEASE - EA EMPLOYEE $1,000,000</td>
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<td>N</td>
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<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: HPU Aloha Tower - Project Start Date: 1/20/14 and End Date: 12/31/14
Job Location: Aloha Tower Market - 1 Aloha Tower Drive, Honolulu, HI
ADDITIONAL INSURED(S): Hawaii Lifestyle Retail Properties LLC; Aloha Tower Development Corporation, (Ground Leasing Agency); State of Hawaii, Department of Transportation Harbor Division, (Ground Lessor); Hawaii Pacific University and Hawaii Downtown Holdings, LLC

CERTIFICATE HOLDER

State of Hawaii
Department of Transportation, Harbors Division
79 S. Kinzler Highway
Honolulu HI 96813-4398

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modified insurance provided under the following:

   BUSINESS AUTO COVERAGE FORM
   GARAGE COVERAGE FORM
   MOTOR CARRIER COVERAGE FORM
   TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name of Person(s) or Organization(s):

Any person or organization where the named insured has agreed by written contract to include such person or organization as a designated insured

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Swinerton Incorporated E: AL
Policy No: AS2661066493023
Effective Date: 08/01/2013
Expiration Date: 08/01/2014
Sales Office:

Issued By: Liberty Mutual Fire Insurance Co

Endt Serial No:
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED, THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.
Additional Insured – Automatic – Owners, Lessees Or Contractors

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.

B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under Section I – Coverage A – Bodily Injury And Property Damage Liability and Section I – Coverage B – Personal And Advertising Injury Liability, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

and resulting directly from your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

C. However, regardless of the provisions of Paragraphs A. and B. above:

1. We will not extend any insurance coverage to any additional insured person or organization:
   a. That is not provided to you in this policy; or
   b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and

2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
   a. The Limits of Insurance provided to you in this policy; or
   b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities.
E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

   This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory with respect to any other policy upon which the additional insured is a Named Insured. In that event, we will not seek contribution from any other such insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

All other terms and conditions of this policy remain unchanged.
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 07/20/2013
(DATE)
at 12:01 A.M. standard time, forms a part of
Policy No. WC 654878204
of the ZURICH AMERICAN INSURANCE COMPANY
(NAME OF INSURANCE COMPANY)

issued to SWINERTON INCORPORATED

Premium (if any) $

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION
ADDITIONAL REMARKS SCHEDULE

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: __________ FORM TITLE: __________

Additional Description of Operations/Remarks

The Named Insured for the Auto Liability Policy Reads Swinerton Incorporated, Swinerton Builders

Additional Information

GENERAL LIABILITY:
*Primary and Non-Contributory when required by written contract per form: U-GL-1175-D CW (10/11)
*Additional Insured Automatic Owners, Lessees or Contractors: U-GL-1175-D CW (10/11)
*Waiver of Subrogation when required by written contract per form: CG24040509

AUTOMOBILE LIABILITY:
*Additional Insured when required by written contract per form: CA 20 48 02 99
*Waiver of subrogation when required by written contract per form: CA 04 44 03

WORKERS' COMPENSATION:
*Waiver of Subrogation as required by written contract per form: WC 00 03 13

UMBRELLA/EXCESS:
Excess coverage follows primary GL, E: policies, subject to policy terms, conditions and exclusions.