

EXHIBIT B

INDEMNIFICATION AGREEMENT

The undersigned (the "Contractor") is a contractor hired by the State of Hawaii (the "State") for that certain Project No. 30BC-01-04 relating to the construction, preservation, and protection of Honoapiilani Highway Widening, Lahainaluna Road to Aholo Road, County and Island of Maui, State of Hawaii (the "Project"). The State and PIONEER MILL, COMPANY, LLC, a Delaware limited liability company (the "Owner") have entered into a certain Right of Entry Agreement, dated as of , 2008 (the "ROE Agreement"), whereby the Owner has granted the State permission to enter onto certain property specified in the ROE Agreement (the "Property") for certain purposes in connection with the Project. Capitalized terms not defined herein, shall have the meaning ascribed thereto in the ROE Agreement.

As a material condition of the agreement of Owner to allow the State to enter onto the Property pursuant to the ROE Agreement, the ROE Agreement requires that each contractor hired by the State in connection with the Project who will enter onto the Property execute and deliver this Agreement to and for the benefit of the Owner and certain other persons or entities. Contractor represents that Contractor has received a copy of the ROE Agreement and has read and understands its terms. Rather than providing the Required Coverages itself, the State has elected to cause Contractor to provide the Required Coverages

and Contractor has agreed to do so.

For the benefit thereof, Contractor hereby agrees to indemnify, hold harmless, compensate, and insure each of the Insured Parties, (individually and collectively, the "Indemnitees") against any liability, including all loss, damages, cost, expenses and attorney's fees, incurred by the Indemnitees directly or indirectly, resulting from, arising out of or in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, concerning or related to all loss, claims, liabilities and expenses, including, but not limited to, reasonable attorneys' fees, court costs and expenses of collection which result from (i) Contractor's acts or omission in connection with any work done on the Property relating to the Project, (ii) the introduction or use of Hazardous Materials at the Property or the failure to comply with any Hazardous Materials Law, (iii) injury to, or death of, any person, including agents, employees, invitees, subcontractors, suppliers or materialmen, (iv) loss of, or damage to, property (including but not limited to loss of use thereof), (v) claims against any Indemnatee for express or implied indemnity or contribution arising by reason of any of the foregoing in connection with this Agreement. Such obligations of such CONTRACTOR hereunder shall not be limited by the availability, limits, or coverage of insurance carried or required herein, or required by law to be

carried, provided, that the CONTRACTOR shall not be obligated to indemnify the GRANTOR if and to the extent that such damage, injury or death is caused by the gross negligence or willful misconduct of the GRANTOR or any of the GRANTOR's officers, employees, agents or representatives. As used herein, the term "Hazardous Material" means and includes, without limitation, inflammable explosives, radioactive materials, asbestos, organic compounds (including polychlorinated biphenyls), pollutants, contaminants, hazardous wastes, toxic substances or related materials and any substances defined as or included in the definitions for "hazardous substances", "hazardous wastes", "extremely hazardous wastes", "hazardous materials", or "toxic substances" under the following laws, ordinances and regulations ("Hazardous Materials Laws"): Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Safe Drinking Water Act, as the same may be amended from time to time, any similar federal, Hawaii State and local laws and ordinances, and regulations now or hereafter adopted, accomplished and promulgated pursuant thereto applying to the Property..

The Contractor warrants and represents that each of the State, the Owner and the Contractor have been listed as named insureds, and each of the other Insured Parties as an additional

insured, on the commercial general liability and automobile liability insurance policies, together with any excess liability policies thereto, that constitute the Required Coverages under the ROE Agreement, and that such coverage is at least in the types and limits set forth in the ROE Agreement.

The Contractor covenants that the Policies shall not be cancelled or materially changed without at least thirty (30) days' prior written notice to the Owner.

If any provision in this Indemnification Agreement is held invalid or not enforceable to its full extent, such provision shall be enforced to the fullest extent permitted by law, and the validity of the remaining provisions hereof will not be affected thereby. This Indemnification Agreement shall inure to the benefit of Owner, and shall be binding upon the Contractor, and their respective heirs, personal representatives, successors and assigns. Any rules of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Indemnification Agreement. This indemnification Agreement shall be governed by, and construed in accordance with, the laws of the State of Hawaii. The individual(s) executing this Indemnification Agreement on behalf of the Contractor represent(s) to the Owner that such individual(s) are authorized to do so by requisite action of the Contractor.

IN WITNESS WHEREOF, the Contractor has executed this
Indemnification Agreement as of the date first above written.

CONTRACTOR:

Name: _____

Address: _____

By: _____

Print Name: _____

Its: _____