



Date: August 11, 2021

Subject: Relocation Expenses & Relocation Periods For Construction Defect Repairs

Dear Waiea Residents,

As you all should be aware by now, extensive repair work is needed in your unit. To effect the repairs, you will need to vacate your unit for the construction team to complete the repairs. The repairs will take up to six weeks and your unit will be inaccessible during this time. Unfortunately, you won't be allowed any access to your unit at any time while repairs are ongoing.

Please review this document as it contains very important information on the Relocation Period and the Owner's Responsibility to fund Relocation expenses.

Relocation Period:

Enclosed is a printout listing all Units and the current estimated dates when Waiea Residents will need to vacate their unit. This estimated dislocation period (six weeks for the Condominium tower and 4 weeks for the Villas) is only an estimate and subject to change. The move out dates and the period of dislocation could occur earlier or later based on potential changes in construction sequencing work, weather conditions and unanticipated construction delays.

In cooperation with our General Contractor, Swinerton, and our Construction Manager, AB&B, the Waiea homeowners association will strive to provide Waiea Residents with email updates on any changes on the estimated dislocation periods. Such updates will also be posted on the waiearepairs.com website and in the BuildingLink library. This information will also be available in the Waiea Management Office.

In addition, a letter will be mailed to each registered Waiea Owner providing notice 45 days from the date when Waiea Residents will have to vacate their particular unit and confirm the period of the dislocation. For Owners who have tenants, you will be obligated to notify them and ensure any occupants (including renters and other parties) vacate the Unit during the dislocation period.

Relocation Expenses:

All Waiea Residents will have to fund their own relocation expenses while their Waiea unit cannot be occupied. The Association had hoped that the Developer would fund the cost for the lodging of all the Waiea Residents displaced. Unfortunately, the Developer's Construction Defect Legal Team advised the Developer that the recovery of such expenses was unlikely and speculative. On that basis, our Developer has declined to fund the costs.



Nevertheless, the Developer has offered to provide reimbursement with a cap of \$567 per night for the estimated dislocation period up to a maximum total payout of \$1.1 million. However, this reimbursement offer is limited to full-time Waiea Owner residents who must complete and sign a “Temporary Relocation Agreement”. Be advised any eligible full-time Waiea Owner will still have to fund, up front, their own relocation lodging costs. Reimbursement for Owner’s lodging costs is conditioned upon a favorable outcome in the construction defect litigation, which could take several years to be resolved and is contingent on whether a monetary award provides sufficient funding and recovery for relocation costs.

Please find attached the “Temporary Relocation Agreement” and a prepaid envelope for the full-time Waiea Owners to use to mail back an executed (signed) Agreement to the Association. The Association will then provide these agreements to the Developer for their review and approval.

You also will be receiving additional written notifications setting out and explaining the process that will be followed which will include:

- (i.) A private briefing to each Waiea owner on the repair work to be performed in their unit.
- (ii.) Pre-inspection of the unit prior to the Waiea Residents moving out.
- (iii.) Post-Inspection of the unit after repairs are complete and unit is returned to the Residents.

Should you have any question, please do not hesitate to let me or our General Manager know. Thank you for your understanding and support.

Best Regards,

Robert (Bob) Hines
President
Waiea AOUO

Attached:

Estimated unit relocation dates
Temporary Relocation Agreement
Pre-paid addressed envelope for full-time Waiea Owner



2021年8月11日

欠陥部分改修工事のためのリロケーションにかかる費用及び期間について

ワイエア居住者各位、

皆様すでにご存知のことと思いますが、皆様のユニット内においても改修工事が必要不可欠となっております。つきましては改修工事の効率化を図るため、工事期間中ユニットからの退去をお願い致します。工事期間は最長6週間で予定しており、期間中は皆様のユニットへの立ち入りは禁止されます。残念ながら、如何なる理由においてもユニットに立ち入ることはできません。ご迷惑をおかけ致しますが、ご理解ご協力のほど宜しくお願い致します。

退去の必要な期間及び、リロケーションにかかる費用がオーナーの皆さまの負担となることについて、大変重要な情報が記載されておりますので、この書面をしっかりと読みください。

退去が必要な期間:

現時点で予想される、各ユニットの退去期間については、別紙をご参照ください。期間（コンドミニアム棟は6週間、ヴィラは4週間）及び日付については変更される可能性があることをご了承ください。工事進捗状況、天候、及び予期せぬ工事の遅延によっては、退去開始日が前後する可能性もございます。

工事施工業社、スウィナートン社、及びAB&B社の協力の元、ワイエア管理組合は、皆さまのユニットにおける退去期間に変更が生じた場合、Eメールにて素早くお知らせいたします。同時に waiearepairs.com のサイト、及びビルディングリンクのライブ러리セクションにも同様のお知らせをアップロードさせていただきます。これらの情報は、マネージメントオフィスにてご確認いただけます。

また、退去日の45日前に各ワイエアオーナー宛に文書が発送されます。内容は、退去期間の確認となっております。ユニットを貸し出ししているオーナーの皆様におかれましては、居住者に工事期間中の立ち退きについて通知していただく義務があります。

リロケーションにかかる費用について:

ユニット内立ち入り禁止期間中の代替宿泊施設にかかる費用は、すべて居住者の皆さまの負担となります。管理組合は、デベロッパーに皆さまの立ち退きにかかる費用の負担ができないかを交渉しておりましたが、残念なことにデベロッパーの法務より費用の負担をしかねるとの通達を受けました。



一方で、デベロッパーは一泊につき上限 567 ドル、合計最大 110 万ドルの払い戻しに同意しています。しかしながら、この払い戻しは、ワイエアに常時居住しているオーナーで“テンポラリーリロケーションアグリーメント”に署名をした方のみが対象となります。対象オーナーの方は、仮住居にかかる費用を予め負担していただくことになることをご了承ください。オーナーの宿泊費の払い戻しは、欠陥工事訴訟の結果によります。この払い戻しにかかる期間は、数年にも及ぶ可能性があり、十分にカバーできる費用が調達できるかは現時点では定かではありません。

ワイエアに常時お住まいになっているオーナーの方は、この書面に添付されている“テンポラリーリロケーションアグリーメント”をご確認頂いた上、ご署名ください。そして同封の着払い封筒にてご署名済みの書類を管理組合までご返送ください。管理組合の方で責任を持って、皆さまの書類をデベロッパーに提出させて頂きます。その後、デベロッパーによって書類の確認及び承認が行われます。

また、下記のプロセスについての詳細が後日皆さまに送付されますので、別途ご確認ください。

- (i.) 各ユニットの改修工事の詳細
- (ii.) 事前点検（居住者の退去日前に行われます。）
- (iii.) 改修工事終了後の点検（居住者がユニットに戻った後に行われます。）

ご質問がございましたら、私または総支配人までお気軽にお申し付けください。皆さまのご理解、ご協力に感謝いたします。

宜しくお願い致します。

ロバート（ボブ）ハインズ
理事長
ワイエアユニットオーナー管理組合

添付書類:

予想されるユニットリロケーション期間
テンポラリーリロケーションアグリーメント
着払い封筒（ワイエアに居住しているオーナーの方のみ）



日期：2021年8月11日

主题：建筑缺陷修复搬迁费用及搬迁期限

亲爱的威亚居民，

现在你们都应该知道，你的设备需要大量的维修工作。为了实现维修，则需要腾出你的单位的施工队伍来完成维修。维修最多需要六周时间，在此期间您的设备将无法访问。不幸的是，Y 欧 W on't 被允许在任何时候你的单位的任何访问，同时修复正在进行。

请查看此文件，因为它包含有关搬迁期间和业主为搬迁费用提供资金的责任的非常重要的信息。

搬迁时间：

随附打印件，列出所有单元以及 Waiea 居民需要腾出单元的当前预计日期。这个估计的错位时间（公寓塔为 6 周，别墅为 4 周）只是一个估计值，可能会发生变化。根据施工顺序工作、天气条件和意外施工延误的潜在变化，搬迁日期和错位时间可能会提前或推迟。

Waiea 房主协会将与我们的总承包商 Swinerton 和我们的施工经理 AB&B 合作，努力向 Waiea 居民提供有关预计搬迁期的任何变化的电子邮件更新。此类更新也将发布在 waiearepairs.com 网站和 Building L 墨水湖中。这些信息也将在 Waiea 管理办公室提供。

此外，在 Waiea 居民必须搬出其特定单元并确认搬迁期限之日起 45 天内，将向每位注册的 Waiea 业主邮寄一封信函，提供通知。对于有租户的业主，您有义务通知他们并确保任何居住者（包括租户和其他方）在搬迁期间搬出单位。

搬迁费用：

所有 Waiea 居民都必须自己承担搬迁费用，而他们的 Waiea 单元不能被占用。该协会曾希望开发商为所有流离失所的 Waiea 居民提供住宿费用。不幸的是，开发商的建筑缺陷法律团队告知开发商，收回此类费用的可能性不大且具有投机性。在此基础上，我们的开发商拒绝为费用提供资金。

尽管如此，开发商已提出在估计的错位期间提供每晚 567 美元的赔偿上限，最高总支出为 110 万美元。然而，这种报销优惠仅限于全-时间 Waiea 所有者居民谁必须填写并签署“临时安置协议”。被告知任何合格的全-时间 Waiea 业主仍然要资金，前面，自己搬迁的住宿费用。业主住宿费用的报销取



决于建筑缺陷诉讼的有利结果，这可能需要数年时间才能解决，并取决于金钱奖励是否提供足够的资金和收回搬迁费用。

随函附上的“临时安置协议”和一个邮资已付的信封的FULL-TIME Waiea 业主使用寄回的执行（签署）协议，该协会。协会随后会将这些协议提供给开发商进行审查和批准。

您还将收到其他书面通知，列出并解释将遵循的流程，其中包括：

- (i.)向每位 Waiea 业主就其单位将进行的维修工作进行私人简报。
- (ii.)在 Waiea 居民搬出之前对单元进行预检查。
- (iii.)在维修完成并将单元返还给居民后对单元进行后期检查。

如果您有任何问题，请不要犹豫，令 m é 或我们的总经理知道了。感谢您的理解和支持。

最好的祝福，

罗伯特（鲍勃）海因斯
总统
威亚奥奥

随附的：

预计单位搬迁日期
临时搬迁协议
预付费信封全职 Waiea 所有者



날짜: 2021 년 8 월 11 일

제목: 공사 하자 수리를 위한 이전 비용 및 이전 기간

친애하는 와이에아 주민 여러분,

지금 쬐이면 모두 알고 계시 겠지만, 귀하의 장치 에는 광범위한 수리 작업이
필요 합니다. 위해 영향 수리를, 당신은 수리를 완료하기 위해 건설 팀에 대한 귀하의 장치를
비우해야 합니다. 수리에는 최대 6 주가 소요 되며 이 기간 동안 장치에 액세스할 수
없습니다. 불행하게도, 를는 수리가 진행되고 있는 동안 언제든지 장치에 대한 액세스가 허용 될 수 있다.

이 문서에는 이전 기간 및 이전 비용에 대한 소유자의 책임에 대한 매우 중요한 정보가 포함되어 있으므로
검토하십시오.

이전 기간 :

동봉된 인쇄물은 모든 유닛과 Waiea 거주자가 유닛을 비워야 하는 현재 예상 날짜를 나열한
인쇄물입니다. 이 예상 철거 기간(콘도미니엄 타워의 경우 6 주, 빌라의 경우 4 주)은 추정치일 뿐이며
변경될 수 있습니다. 퇴거 날짜와 이동 기간은 공사 순서 작업의 잠재적인 변화, 기상 조건 및 예상치 못한
공사 지연에 따라 더 빠르거나 더 늦게 발생할 수 있습니다.

일반 계약자 Swinerton 및 건설 관리자 AB&B 와 협력하여 Waiea 주택 소유자 협회는 Waiea
거주자에게 예상 철거 기간에 대한 변경 사항에 대한 이메일 업데이트를 제공하기 위해 노력할
것입니다. 이러한 업데이트는 waiearepairs.com 웹사이트와 Building L 잉크 라이브러리 에도
게시됩니다 . 이 정보는 Waiea 관리 사무소에서 확인할 수 있습니다.

또한 Waiea 거주자가 특정 유닛 을 비워야 하고 퇴거 기간을 확인 해야 하는 날짜로부터 45 일 후에
통지를 제공하는 서신이 등록된 각 Waiea 소유자에게 우편으로 발송될 것 입니다. 임차인이 있는
소유자의 경우, 임차인은 임차인에게 통지하고 모든 임차인(임차인 및 기타 당사자 포함)이 퇴거 기간 동안
유닛을 떠나도록 해야 할 의무가 있습니다.

이전 비용:

모든 와이에아 거주자는 자신의 와이에아 유닛을 점유할 수 없는 동안 자신의 이주 비용을 마련해야
합니다. 협회는 개발업자가 모든 실항민 와이에아 주민들의 숙박 비용을 마련해주기를
바랐습니다. 불행히도 개발자의 건설 결함 법무팀은 개발자에게 그러한 비용의 회수가 불가능하고
투기적이라고 조언했습니다. 이를 기반으로 개발자는 비용 지원을 거부했습니다.



그럼에도 불구하고 개발자는 최대 총 지급액 \$110 만까지 예상 전위 기간 동안 1 박당 \$567 의 상한선을 상환하겠다고 제안했습니다. 그러나, 이 보상 제안은 전체로 제한됩니다 - 완료하고 "임시 재배치 협정"에 서명해야 시간 Waiea 소유자 거주자. 어떤 자격이 전체 알린다 - 시간 Waiea 소유자는 여전히 기금이 있을 것이다, 앞까지 자신의 재배치 숙박 비용을. 소유자의 숙박 비용에 대한 상환 조건으로합니다 시 건설 결함 소송에서 유리한 결과, 해결해야 할 몇 년 걸릴 수 있습니다 우발 금전적 수상 재배치 비용에 대한 충분한 자금 및 복구를 제공하는지 여부에.

은 "임시 재배치 협정"을위한 선불 봉투에 부착을 찾아주세요 FULL -TIME Waiea 소유자 협회에 실행 (서명) 계약을 다시 메일 사용합니다. 그런 다음 협회는 검토 및 승인을 위해 이러한 계약을 개발자에게 제공합니다.

또한 다음을 포함하여 따라야 할 절차를 설정하고 설명하는 추가 서면 통지를 받게 됩니다.

- (i.) 각 Waiea 소유자에게 해당 장치에서 수행할 수리 작업에 대한 개인 브리핑.
- (ii.) Waiea 거주자가 이사하기 전 유닛의 사전 검사.
- (iii.) 수리가 완료되고 장치가 거주자에게 반환된 후 장치의 사후 검사.

당신은 질문이있는 경우, m 의하자 주저하지 말아 주시기 바랍니다 이메일 또는 우리의 일반 관리자 알고 있습니다. 이해와 지원에 감사드립니다.

친애하는,

로버트 (밥) 하인즈
대통령
와이에아 AOUO

첨부 된:

예상 유닛 이전 날짜
임시 이전 계약
풀타임 Waiea 소유자를 위한 선불 주소 봉투

Waiea Homeowners Association
 FLOOR DISPLACEMENT SUMMARY
 subject to change

Unit	Approx Start (+/- a week) *	Approx Finish (+/- a week) *
Villa 1/6	8/12/2021	9/15/2021
Villa 2	10/20/2021	11/18/2021
Villa 7	10/20/2021	11/19/2021
Villa 3	10/4/2021	11/1/2021
Villa 8	10/4/2021	11/2/2021
Villa 4	8/30/2021	9/28/2021
Villa 9	8/30/2021	9/28/2021
Villa 5	9/16/2021	10/14/2021
Villa 10	9/16/2021	10/15/2021
3600	11/9/2021	12/22/2021
3503	11/20/2021	1/2/2022
3502	11/20/2021	1/2/2022
3501	11/20/2021	1/2/2022
3500	11/20/2021	1/2/2022
3403	12/1/2021	1/13/2022
3402	12/1/2021	1/13/2022
3401	12/1/2021	1/13/2022
3400	12/1/2021	1/13/2022
3303	12/12/2021	1/24/2022
3302	12/12/2021	1/24/2022
3301	12/12/2021	1/24/2022
3300	12/12/2021	1/24/2022
3203	12/23/2021	2/4/2022
3202	12/23/2021	2/4/2022
3201	12/23/2021	2/4/2022
3200	12/23/2021	2/4/2022
3106	1/3/2022	2/15/2022
3105	1/3/2022	2/15/2022
3103	1/3/2022	2/15/2022
3102	1/3/2022	2/15/2022
3101	1/3/2022	2/15/2022
3100	1/3/2022	2/15/2022
3005	1/14/2022	2/26/2022
3003	1/14/2022	2/26/2022
3001	1/14/2022	2/26/2022
3000	1/14/2022	2/26/2022
2906	1/25/2022	3/9/2022
2905	1/25/2022	3/9/2022
2903	1/25/2022	3/9/2022
2902	1/25/2022	3/9/2022
2901	1/25/2022	3/9/2022
2900	1/25/2022	3/9/2022
2806	2/5/2022	3/20/2022
2805	2/5/2022	3/20/2022
2803	2/5/2022	3/20/2022

* Dates are subject to considerable change due to supply line issues, inclement weather, project delays, etc.

Waiea Homeowners Association
 FLOOR DISPLACEMENT SUMMARY
 subject to change

Unit	Approx Start (+/- a week) *	Approx Finish (+/- a week) *
2802	2/5/2022	3/20/2022
2801	2/5/2022	3/20/2022
2800	2/5/2022	3/20/2022
2706	2/16/2022	3/31/2022
2705	2/16/2022	3/31/2022
2703	2/16/2022	3/31/2022
2702	2/16/2022	3/31/2022
2701	2/16/2022	3/31/2022
2700	2/16/2022	3/31/2022
2606	2/27/2022	4/11/2022
2605	2/27/2022	4/11/2022
2603	2/27/2022	4/11/2022
2602	2/27/2022	4/11/2022
2601	2/27/2022	4/11/2022
2600	2/27/2022	4/11/2022
2506	3/10/2022	4/22/2022
2505	3/10/2022	4/22/2022
2503	3/10/2022	4/22/2022
2502	3/10/2022	4/22/2022
2501	3/10/2022	4/22/2022
2500	3/10/2022	4/22/2022
2406	3/21/2022	5/3/2022
2405	3/21/2022	5/3/2022
2403	3/21/2022	5/3/2022
2402	3/21/2022	5/3/2022
2401	3/21/2022	5/3/2022
2400	3/21/2022	5/3/2022
2306	4/1/2022	5/14/2022
2305	4/1/2022	5/14/2022
2303	4/1/2022	5/14/2022
2302	4/1/2022	5/14/2022
2301	4/1/2022	5/14/2022
2300	4/1/2022	5/14/2022
2206	4/12/2022	5/25/2022
2205	4/12/2022	5/25/2022
2203	4/12/2022	5/25/2022
2202	4/12/2022	5/25/2022
2201	4/12/2022	5/25/2022
2200	4/12/2022	5/25/2022
2106	4/23/2022	6/5/2022
2105	4/23/2022	6/5/2022
2103	4/23/2022	6/5/2022
2102	4/23/2022	6/5/2022
2101	4/23/2022	6/5/2022
2100	4/23/2022	6/5/2022
2006	5/4/2022	6/16/2022
2005	5/4/2022	6/16/2022

* Dates are subject to considerable change due to supply line issues, inclement weather, project delays, etc.

Waiea Homeowners Association
 FLOOR DISPLACEMENT SUMMARY
 subject to change

Unit	Approx Start (+/- a week) *	Approx Finish (+/- a week) *
2003	5/4/2022	6/16/2022
2001	5/4/2022	6/16/2022
2000	5/4/2022	6/16/2022
2000	5/4/2022	6/16/2022
1906	5/15/2022	6/27/2022
1905	5/15/2022	6/27/2022
1903	5/15/2022	6/27/2022
1902	5/15/2022	6/27/2022
1901	5/15/2022	6/27/2022
1900	5/15/2022	6/27/2022
1806	5/26/2022	7/8/2022
1805	5/26/2022	7/8/2022
1803	5/26/2022	7/8/2022
1802	5/26/2022	7/8/2022
1801	5/26/2022	7/8/2022
1800	5/26/2022	7/8/2022
1706	6/6/2022	7/19/2022
1705	6/6/2022	7/19/2022
1703	6/6/2022	7/19/2022
1702	6/6/2022	7/19/2022
1701	6/6/2022	7/19/2022
1700	6/6/2022	7/19/2022
1606	6/17/2022	7/30/2022
1605	6/17/2022	7/30/2022
1603	6/17/2022	7/30/2022
1602	6/17/2022	7/30/2022
1601	6/17/2022	7/30/2022
1600	6/17/2022	7/30/2022
1506	6/28/2022	8/10/2022
1505	6/28/2022	8/10/2022
1503	6/28/2022	8/10/2022
1502	6/28/2022	8/10/2022
1501	6/28/2022	8/10/2022
1500	6/28/2022	8/10/2022
1406	7/9/2022	8/21/2022
1405	7/9/2022	8/21/2022
1403	7/9/2022	8/21/2022
1402	7/9/2022	8/21/2022
1401	7/9/2022	8/21/2022
1400	7/9/2022	8/21/2022
1306	7/20/2022	9/1/2022
1305	7/20/2022	9/1/2022
1303	7/20/2022	9/1/2022
1302	7/20/2022	9/1/2022
1301	7/20/2022	9/1/2022
1300	7/20/2022	9/1/2022
1206	7/31/2022	9/12/2022

* Dates are subject to considerable change due to supply line issues, inclement weather, project delays, etc.

Waiea Homeowners Association
 FLOOR DISPLACEMENT SUMMARY
 subject to change

Unit	Approx Start (+/- a week) *	Approx Finish (+/- a week) *
1205	7/31/2022	9/12/2022
1203	7/31/2022	9/12/2022
1202	7/31/2022	9/12/2022
1201	7/31/2022	9/12/2022
1200	7/31/2022	9/12/2022
1106	8/11/2022	9/23/2022
1105	8/11/2022	9/23/2022
1103	8/11/2022	9/23/2022
1102	8/11/2022	9/23/2022
1101	8/11/2022	9/23/2022
1100	8/11/2022	9/23/2022
1006	8/22/2022	10/4/2022
1005	8/22/2022	10/4/2022
1003	8/22/2022	10/4/2022
1002	8/22/2022	10/4/2022
1001	8/22/2022	10/4/2022
1000	8/22/2022	10/4/2022
906	9/2/2022	10/15/2022
905	9/2/2022	10/15/2022
903	9/2/2022	10/15/2022
902	9/2/2022	10/15/2022
901	9/2/2022	10/15/2022
900	9/2/2022	10/15/2022
806	9/13/2022	10/26/2022
805	9/13/2022	10/26/2022
803	9/13/2022	10/26/2022
802	9/13/2022	10/26/2022
801	9/13/2022	10/26/2022
800	9/13/2022	10/26/2022
606	9/24/2022	11/6/2022
602	9/24/2022	11/6/2022
600	9/24/2022	11/6/2022
506	10/5/2022	11/17/2022
502	10/5/2022	11/17/2022
500	10/5/2022	11/17/2022
406	10/16/2022	11/28/2022

* Dates are subject to considerable change due to supply line issues, inclement weather, project delays, etc.

Date: _____, 2021

Ward Management Development Company, LLC
1240 Ala Moana Blvd., Suite 200
Honolulu, HI 96814
Attention: Justin Carley

Subject: Pre-approval of Accommodations

Mr. Carley:

Please find attached executed copy of the Temporary Relocation Agreement. I am an owner of [Villa ____] / [Condo ____]. I have a reservation(s) at _____ (name of accommodation) for ____ (number) nights at \$_____ per night during a period of days that I have been advised that I am not able to occupy my Villa / Condo due to ongoing construction defect repairs.

Pursuant to the attached Temporary Relocation Agreement, I understand any reimbursement provided will be capped at \$567.00 per night.

Owner's Signature: _____

Owner's Printed name: _____

Owner's email address: _____

Owner's mailing Address: _____

Attachment: Temporary Relocation Agreement (TRA)

Executed copy of the Letter and TRA mailed and emailed to justin.carley@howardhughes.com
Ward Management Development Company, LLC
Attention: Justin Carley
1240 Ala Moana, Blvd., Suite 200
Honolulu, HI 96814

Executed copy of the Letter and TRA mailed and emailed to peter.riley@howardhughes.com
The Howard Hughes Corporation
Attention: Peter Riley
9950 Woodloch Forest Drive, Suite 1100
The Woodlands, TX 77380

TEMPORARY RELOCATION AGREEMENT

This Temporary Relocation Agreement (“Agreement”) is entered this _____ day of _____, 2021 (“Effective Date”), by and between the undersigned owner (“Owner”) of Unit No. _____ (“Unit”) and Ward Management Development Company, LLC (“Ward”). Owner and Ward may collectively be referred to as “Parties”.

RECITALS

WHEREAS, Ward has agreed to finance certain construction defect repairs at the condominium project known as “Waiea,” located at 1118 Ala Moana Boulevard, Honolulu, Hawai‘i 96814, which is managed and operated by the Association of Unit Owners of 1118 Ala Moana (“Association”);

WHEREAS, access in and through the Unit at Waiea is necessary for such repairs and will render the Unit uninhabitable while such repairs are being performed;

WHEREAS, Owner and all occupants of Owner’s Unit, as more particularly identified on Exhibit A attached hereto and incorporated by reference (“Unit Occupants”), must temporarily vacate the Unit during the course of repairs on the date(s) and time(s) designated by the Association (“Vacate Period”); and

WHEREAS, Ward agrees to provide alternative housing accommodations for Owner during the Vacate Period at a hotel or similar facility as more particularly described herein (“Accommodations”);

WHEREAS, Ward agrees to pay for the reasonable and necessary costs associated with relocation to Accommodations to the extent those costs are pre-approved by Ward and actually incurred by Owner and/or Unit Occupants, including the cost of Accommodations during the Vacate Period (“Accommodation Costs”), on the terms and conditions of this Agreement up to a cap of \$1,100,000 in Accommodation Costs for all unit owners requiring Accommodations. All costs exceeding \$1,100,000 shall be borne by the owners.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties, each of them intending to be legally bound by this Agreement, agree as follows:

1. The Parties incorporate all Recitals as material terms of their Agreement.
2. Owner understands and agrees that Owner and the Unit Occupants shall temporarily vacate the Unit during the Vacate Period.
3. Owner shall request in writing that Ward submit its portion of the Accommodation Costs as part of the damages claim in litigation.

4. Owner acknowledges and agrees that:
 - a. Owner may be required to be deposed and/or testify at trial to substantiate Owner's portion of the Accommodation Costs to be included in the damage claim in the litigation; and
 - b. Owner's portion of the Accommodation Costs will be reimbursed by Ward if, when, and only to the extent these amounts are awarded as damages in litigation, or are the result of an agreed upon resolution in mediation, within thirty (30) days after Ward actually recovers such amounts. Ward shall request the Accommodation Costs in litigation and/or mediation.
5. Owner hereby represents and warrants and declares, under penalty of perjury, that:
 - a. Owner is the person or natural person representing an entity owning severally or as a co-tenant the Unit or a vendee of a Unit pursuant to an Agreement of Sale.
 - b. The Unit is the primary full-time residence for Owner and the Unit Occupants (if any);
 - c. Owner has been advised by the Association that Owner must vacate their Unit due to repair work on construction defects that must be performed in their Unit for the Vacate Period;
 - d. Owner does not have a second residence or any other suitable and less costly accommodation available for occupation by Owner during the Vacate Period;
 - e. Only Owner and the Unit Occupants (if any) shall occupy the Accommodations. For purposes of this provision, the definition of Unit Occupants expressly excludes short-term and long-term renters of any Unit, who may not reside in the Accommodations and for whom the Owner may not seek reimbursement for Accommodation Costs;
 - f. Owner shall not seek reimbursement for Accommodation Costs for any day(s) that the Owner was not occupying the Accommodations;
 - g. Owner shall select the Accommodations, provided however, that (i) such Accommodations shall not be an ultra-luxury hotel, including but not limited to, the Ritz Carlton or Trump Towers; and (ii) Owner receive prior written approval by Ward of Owners' selected Accommodations.
 - h. Ward shall not reimburse Owner Accommodation Costs exceeding \$567.00 per night;
 - i. Owner shall not sublet or otherwise profit from the Accommodations; and

j. Owner has not been compensated or reimbursed for, nor will Owner seek compensation or reimbursement for, any relocation costs or expenses from any person or entity, in respect of or related to any of the matters covered by this Agreement, other than as provided for in this Agreement, and Owner shall not make any insurance claims for the payment or reimbursement of, any such costs or expenses.

6. As consideration for the Accommodation Costs, Owner hereby agrees to indemnify, pay, protect, defend and hold harmless the Association, Ward, and their officers, directors, employees, agents, representatives, attorneys, and members, from and against any and all claims, liabilities, damages, losses, costs and expenses, including attorneys' fees and costs, caused by (directly or indirectly) or otherwise arising from breach of this Agreement and/or claims for any damages to the Accommodations.

7. As further consideration for the Accommodation Costs, Owner agrees that Ward, and their officers, directors, employees, agents, representatives, attorneys, and members, shall not be liable to Owner and/or Owner's Occupants for any loss or damage, injury or death caused to them as a result of the use and occupancy of the Accommodations and/or relocation to the Accommodations or as a result of the construction defect repairs to Owner's Unit. It is further agreed that any property and/or equipment placed in or at the Accommodations or left within the Owner's Unit during the Vacate Period is at Owner's sole risk, and the Association, Ward, and their officers, directors, employees, agents, representatives, attorneys, and members, shall have no responsibility or liability for any loss or damage to said property from any cause whatsoever.

8. This Agreement shall be governed by, interpreted under, and construed and enforceable in accordance with the laws of the State of Hawaii. Any action to enforce this Agreement shall be venued in the First Circuit Court in the City and County of Honolulu.

9. This Agreement contains the entire agreement between the Parties, and no oral agreements shall be of any effect whatsoever.

10. If any part of this Agreement is unenforceable for any reason whatsoever, it shall not affect the enforceability of the balance of this Agreement otherwise to be found valid and enforceable.

11. The waiver by any of the Parties of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term, covenant, or condition hereof.

12. Any breach of this Agreement by Owner, including but not limited to breach of Owner's representations and warranties in Section 3, shall result in a termination of this Agreement requiring Owner to pay to Ward all Accommodation Costs paid by Ward within five (5) calendar days of written demand by Ward to Owner. Should Ward at any time terminate this Agreement for any default of the Agreement by Owner, then Ward shall be entitled to pursue all remedies at law or in equity including, without limitation, recovery of all damages, court costs and reasonable attorneys' fees.

13. All notices, demands, and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given and to be effective immediately upon personal delivery or three (3) business days after being deposited in the United States mail, postage prepaid. In addition, all notices shall be emailed to the other party. If to Owner, such communication shall be addressed to the address below Owner's signature. If to Ward, such communication shall be addressed as follows:

Ward Management Development Company, LLC
1240 Ala Moana, Blvd., Suite 200
Honolulu, HI 96814
Attention: Justin Carley
Email: justin.carley@howardhughes.com

With a copy to:
The Howard Hughes Corporation
9950 Woodloch Forest Drive, Suite 1100
The Woodlands, TX 77380
Attention: Peter Riley
Email: peter.riley@howardhughes.com

14. Each party hereby irrevocably waives its rights to trial by jury in any action or proceeding arising out of this Agreement.

15. The Parties agree to be responsible for the payment of their respective attorneys' fees, costs, and expenses in connection with all matters referred to in this Agreement. However, in the event of any action to enforce the terms of, or otherwise concerning or relating to, this Agreement, each prevailing party shall be entitled to recover its costs and attorneys' fees.

16. This Agreement may not be assigned or transferred without the express written consent of Ward. This Agreement may not be modified or amended except through an express written agreement signed by the Parties.

17. This Agreement may be executed in counterparts, each of which shall be deemed an original and said counterparts shall together constitute one and the same document.

18. A signature sent via facsimile, electronic mail attachment or similar electronic means shall be the equivalent of and shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date first written above.

WARD MANAGEMENT DEVELOPMENT
COMPANY, LLC

By _____
(signature)

(print name)

Its: _____
(title)

OWNER

By _____
(signature)

(print name)

Its: _____
(title)

Address: _____

Phone No.: _____

Email: _____

EXHIBIT A

UNIT OCCUPANTS

Occupant Name	Age	Relationship to Owner