

D. Interest and/or late fees on any unpaid Monthly Fee or other fees shall not be awarded.

3. ADDITIONAL PROVISIONS

A. Enforceability and Interpretation of this Addendum F. Any dispute regarding the enforceability and/or interpretation of this Addendum F shall itself be decided by the arbitrator and not by a Judge or a jury. The process for selection of an arbitrator and the arbitration shall progress as outlined in Section I, above.

B. Enforceability and Survival. If any arbitrator or court of competent jurisdiction declares that any part of this Addendum F is invalid or unenforceable, such declaration will not affect the enforceability of the remaining parts of this Addendum F. The provisions of this Addendum F shall also survive the death of any party to this Addendum F. The parties intend that all disputes other than eviction should be resolved via arbitration.

C. Overlooking Obligation to Arbitrate. If you or the Community overlook the obligation to arbitrate disputes and participate in litigating the matter in the court system, neither party will be deemed to have waived the right to compel arbitration, assuming a motion to compel arbitration or demand for arbitration highlighted in Section 1 above, is filed and served within ninety (90) days from the filing of the formal Complaint setting forth the allegations.

D. Confidentiality. The parties agree that all of the discovery (i.e. exchange of information prior to the arbitration), the arbitration hearing itself and the arbitration award are all strictly confidential. Because of its non-public forum, arbitration will protect the privacy of sensitive personal issues, such as mental disease and physical impairments, that can arise in disputes. The confidentiality provisions prohibit either party from discussing any of the terms and conditions of this Addendum F or the specifics of the dispute with anyone not involved in the dispute process, including any media outlet, government entity, or any other person or corporation not a party to the dispute.

E. Acknowledgement of Understanding. Your signature on this Addendum F indicates that you have read and understand the arbitration and the liability limitation provisions contained herein. Your signature also indicates that you have had a full opportunity to ask questions about these provisions and to consult an attorney or any other individual of your choosing before making a decision to sign this Addendum F. If you choose not to agree to these provisions, you understand that you have the right and the choice to seek residency at another retirement residence if you wish. By signing this Addendum F, you agree that the reasons stated above are proper consideration for the arbitration and liability limitation provisions contained in this Addendum F.

The information above constitutes the full extent of this Addendum.

DATED THIS: _____ day of _____

COMMUNITY: Harvest Hawaii Kai LLC

YOUR NAME: _____

BY: _____
Manager

YOUR SIGNATURE: _____

YOUR NAME: _____

YOUR SIGNATURE: _____