

Letter of Intent

This non-binding Letter of Intent is being entered into by and between Hawaiian Memorial Life Plan, Ltd., dba Hawaiian Memorial Park Cemetery, a domestic for-profit corporation, with its principal place of business being 1330 Maunakea Street Honolulu, Hawaii 96817 (hereinafter referred to as "Hawaiian Memorial Park") and the Ko'olaupoko Hawaiian Civic Club, a domestic non-profit organization, with its principal place of business being PO Box 664 Kaneohe, Hawai'i 96744 (hereinafter referred to "KHCC") and is effective April 4, 2017, upon execution by both parties.

WHEREAS, Hawaiian Memorial Park owns TMK: [1] 4-5-033:001 located in Kāne'ohe Ahupua'a, in the moku (district) of Ko'olaupoko, on the Island of O'ahu;

WHEREAS, the Kāne'ohe property contains a number of cultural and historic sites, including, but not limited to, State Inventory of Historic Properties (SIHP) numbers: 50-80-10-0354, 50-80-10-4684, and 50-80-10-6930;

WHEREAS, among the numerous cultural and historic sites located on the property owned by Hawaiian Memorial Park is the Kawa'ewa'e Heiau, a known wahi pana (storied place) of Ko'olaupoko and temple of the ali'i (chief) Olopana;

WHEREAS, Hawaiian Memorial Park intends to establish a cultural preserve on their lands for the purpose of protecting cultural and historic sites on their property (hereinafter referred to as "cultural preserve");

WHEREAS, Hawaiian Memorial Park intends to establish a formal relationship with a qualified organization to assist in the management and stewardship of the cultural preserve;

WHEREAS, the mission of the Ko'olaupoko Hawaiian Civic Club, one of the largest and most respected Hawaiian Civic Clubs, is the preservation, perpetuation and education on the history, heritage and people of Ko'olaupoko;

WHEREAS, Ko'olaupoko Hawaiian Civic Club has the capacity, qualifications and interest in working with Hawaiian Memorial Park in the management and stewardship of the cultural preserve;

WHEREAS, both entities have successfully worked in the Ko'olaupoko area;

WHEREAS, both entities have a demonstrated long time interest in the heritage and sustainability of the Kāne'ohe community;

WHEREAS, both entities agree that increased stewardship and management is appropriate for the area of the proposed cultural preserve due to the degradation of sacred cultural sites and continued trespassing and vandalism within the vicinity of recognized historic sites and other valued resources;

NOW THEREFORE, Hawaiian Memorial Park and Ko'olaupoko Hawaiian Civic Club mutually agree to all of the following terms and conditions:

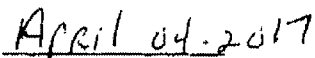
1. This agreement shall terminate one year from the execution of the agreement or by mutual written consent of both parties;
2. This agreement shall be legally non-binding upon both entities;
3. This agreement represents a good faith intent to work towards and complete the following tasks:
 - a. Develop a memorandum of agreement that details the partnership between Hawaiian Memorial Park and Ko'olaupoko Hawaiian Civic Club regarding the stewardship and management of the cultural preserve;
 - b. Cooperatively develop a preservation plan that determines the best treatment strategies for the resources within the cultural preserve; and
 - c. Cooperatively develop a management plan that speaks to the management and operation of the cultural preserve.
4. Ko'olaupoko Hawaiian Civic Club recognizes that it is the intent of Hawaiian Memorial Park to place the cultural preserve property within a conservation easement for the purpose of protecting the historic sites in perpetuity and Hawaiian Memorial Park is in negotiations with the Hawaiian Islands Land Trust on this issue;

5. It is mutually agreed to and understood that should the land be placed within a conservation easement, Ko'olaupoko Hawaiian Civic Club would remain the primary community managers and stewards of the preserve property and Hawaiian Islands Land Trust's role would be tailored as to not interfere with said stewardship or management;
6. Hawaiian Memorial Park recognizes the cultural preserve contains a range of significant resources within its boundaries, including, but not limited to:
 - a. Heiau
 - b. Historic sites
 - c. Native vegetation
 - d. Wahi pana (storied places or landscapes)
7. Both parties will work cooperatively to implement a Hawaiian burials element within the cultural preserve;
8. Both parties will work cooperatively to secure the necessary permits, permissions, and authorities to conduct Hawaiian burials within the cultural preserve, which would require a land use reclassification or rezoning; and
9. Hawaiian Memorial Park shall cover all expenses for work under this Letter.

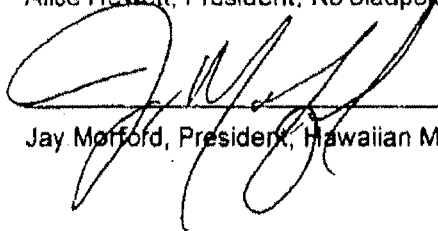
I HAVE READ THE FOREGOING AND I UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS LETTER.



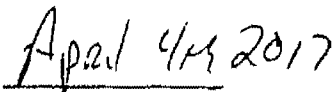
Alice Hewett, President, Ko'olaupoko Hawaiian Civic Club



Date



Jay Mofford, President, Hawaiian Memorial Park



Date

AMENDMENT #1 TO EXTEND TERM

This Amendment is made to the Letter of Intent previously executed by and between Hawaiian Memorial Life Plan, Ltd., dba Hawaiian Memorial Park Cemetery ("Hawaiian Memorial Park") and the Ko'olaupoko Hawaiian Civic Club with an effective date of April 4, 2017.

It is mutually understood and agreed by and between the undersigned to amend the previous Letter of Intent as follows:

The term of the agreement shall be extended to a period of four years from the first execution of the agreement, April 4, 2017, through April 3, 2021, unless terminated earlier by mutual written consent of both parties.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

Ko'olaupoko Hawaiian Civic Club

By Frances Leialoha "Rocky" Kaluhiwa
Frances Leialoha "Rocky" Kaluhiwa
Its President

Hawaiian Memorial Park

By Jay Morford
Jay Morford
Its President