

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**

**OF**

**HAWAI'I HEALTH PARTNERS, LLC**

**(a Hawaii Limited Liability Company)**

**Dated and Effective**

**as of**

**June 10, 2013**

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**LIMITED LIABILITY COMPANY OPERATING AGREEMENT**  
**of**  
**HAWAI'I HEALTH PARTNERS, LLC**  
**(a Hawaii Limited Liability Company)**

THIS LIMITED LIABILITY COMPANY AGREEMENT, dated June 10, 2013, is made by and between Hawai'i Health Partners, LLC (the "Company") and Hawai'i Pacific Health, a Hawaii nonprofit corporation that is exempt from federal income tax as an organization that is described in Section 501(c)(3) of the Internal Revenue Code, as the sole member of the Company (the "Member"). The Company is organized under Chapter 428 of the Hawaii Revised Statutes, the Hawaii Uniform Limited Liability Company Act, as amended from time to time (the "Act").

**1. Articles of Organization.** Articles of Organization were filed with the Department of Commerce and Consumer Affairs of the State of Hawaii on June 10, 2013.

**2. Name.** The name of the Company is "Hawai'i Health Partners, LLC." The Company may conduct business under such name or such other fictitious name or names as the Board may from time to time designate.

**3. Purpose.** The principal purpose and business of the Company is to develop and operate a clinically and financially integrated physician-hospital organization that will enable the hospitals and physicians of the Hawai'i Pacific Health system and independent community physicians to work together to monitor and improve the utilization, cost, and quality of the health care services they provide to patients in the Hawai'i Pacific Health System's service area and to exercise all other powers necessary or reasonably connected or incidental to such purpose and business that may be legally exercised by the Company. The Company may also engage in such other lawful business purposes or activities in which a limited liability company may be engaged under applicable law, to the extent approved by the Company's Board of Managers (the "Board") and by the Member, as applicable.

**4. Term.** The term of the Company shall continue until the Company is dissolved in accordance with Section 10.

**5. Principal Place of Business.** The principal place of business of the Company shall be located at 55 Merchant Street, 27<sup>th</sup> Floor, Honolulu, Hawaii, 96813, or such other place within the State of Hawaii as the Board from time to time may designate. The Company may maintain offices and places of business at such other place or places within the State of Hawaii as the Board deems advisable.

**6. Registered Office and Registered Agent.** The Company shall continuously maintain a registered office and a designated and duly qualified registered agent for service of

process on the Company in the State of Hawaii. Such office and agent may be changed from time to time by approval of the Board.

## **7. Management.**

### **7.1. Management by Board of Managers in Ordinary Course of Business.**

The Member hereby delegates management of the business and affairs of the Company to the discretion of the Board, except as otherwise provided in this Agreement or the Act. The Board shall have full and complete authority, power and discretion to manage and control the business of the Company and to make all decisions regarding those matters and to perform any and all other acts customary or incident to the management of the Company's business, except those acts as to which approval by the Member is expressly required by this Agreement, the Act or other applicable laws. Except as otherwise provided in this Agreement, the Board shall have the sole power and authority to bind the Company, except and to the extent that such power is expressly delegated in writing by the Board to any other person or entity. Without limiting the generality of the foregoing, the Board shall have power and authority, on behalf of the Company:

- (a) except as provided in Section 7.2, to borrow money on such terms as the Board deems appropriate, and in connection therewith, to hypothecate, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums;
- (b) to purchase liability and other insurance to protect the Company's property and business;
- (c) except as provided in Section 7.2, to acquire, improve, manage, charter, operate, sell, transfer, exchange, encumber, pledge or dispose of any real or personal property of the Company;
- (d) to invest Company funds temporarily in time deposits, short-term governmental obligations, commercial paper or other short-term investments;
- (e) except as provided in Section 7.2, to execute instruments and documents, including without limitation, checks, drafts, notes and other negotiable instruments, mortgages or deeds of trust, security agreements, financing statements, documents providing for the acquisition, mortgage or disposition of the Company's property, assignments, bills of sale, leases, partnership agreements, limited liability company agreements of other limited liability companies, and any other instruments or documents necessary, in the opinion of the Board, to the business of the Company;
- (f) to employ accountants, legal counsel, managing agents or other experts to perform services for the Company and to compensate them from Company funds;
- (g) to enter into any and all other agreements with any other person for any purpose, in such form as the Board may approve;
- (h) to, from time to time, open bank accounts in the name of the Company and determine the signatory or signatories thereon;

(i) to implement Major Decisions of the Company duly adopted in accordance with Section 7.2; and

(j) to do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

## **7.2. Special Approval Requirements.**

(a) Member Approval. Notwithstanding anything to the contrary in this Agreement, the Company shall not, and the Board shall have no authority to cause the Company to, take or approve any of the following actions unless such action is approved by the Member, in its sole discretion (each a "Major Decision"):

(i) any amendments to the governing documents of the Company, including without limitation this Agreement and the Articles of Organization;

(ii) any consolidation or merger of the Company with or into any other entity;

(iii) the sale or other disposition of all or substantially all of the assets of the Company, or a related series of transactions that taken together, result in the sale or other disposition of all or substantially all of the assets of the Company;

(iv) any change in the purpose of the Company as set forth in Section 3 above, or the taking of any action to the extent such action would, in the sole discretion of the Member, be inconsistent with the Company's purpose, cause the Company to cease to be a disregarded entity for federal income tax purposes, threaten the tax-exempt status of the Member or of any affiliate of the Member, or create a risk of unrelated business taxable income being recognized by the Member;

(v) causing the Company to become a Medicare Accountable Care Organization;

(vi) the dissolution, liquidation, and termination of the Company.

(b) Notwithstanding anything to the contrary in this Agreement, the Board shall not have the authority to: (i) do any act in contravention of this Agreement; or (ii) knowingly perform any act that would subject the Member to liability for the debts, liabilities or obligations of the Company without the express consent of the Member.

**7.3. Interim Board of Managers.** For the first year of the Company's existence, there shall be an Interim Board of Managers with the same power and authority, and subject to the same limitations as set forth in Section 7.1 and Section 7.2. All references in this Agreement to the "Board" shall also mean the Interim Board, unless expressly provided otherwise herein. The Interim Board shall be composed of not more than twenty-three (23) voting Managers. The Executive Director shall serve as an *ex officio*, nonvoting member of the

Interim Board. The Interim Board shall include eight (8) Interim HPH Managers, who shall serve at the pleasure of the Member, and up to fifteen (15) Interim Physician Managers, none of whom need be a Physician Participant (as defined in Section 7.4(c)(i)). The Interim Board shall initially consist of those individuals set forth in Exhibit 7.3(a). The term of office for each Interim Manager shall be one (1) year, and each Manager shall hold office until such Manager's successor is elected or appointed, as applicable, and qualified or until such Manager's earlier resignation or removal in accordance with this Agreement. Any Manager may resign at any time upon written notice to the Company. The Interim Board shall have the power to remove any Interim Physician Manager whenever the Interim Board determines such removal is in the best interests of the Company. In the event of a vacancy on the Interim Board, the Member shall have the power to fill any a vacancy in an Interim HPH Manager position, and the Board shall have the power to fill any vacancy in an Interim Physician Manager position. The presence of at least two-thirds (2/3) of the voting Interim Managers shall constitute a quorum for the transaction of business, and except with respect to actions for which a greater vote or approval is specifically required by this Agreement or the Act, the act of at least two-thirds (2/3) of the voting Interim Managers present at a meeting in which a quorum is present shall be the act of the Interim Board and shall authorize action by the Company.

#### **7.4. Number, Selection and Removal of Managers.**

(a) Number and Tenure. Effective as of June 1, 2014, the Board shall consist of a total of sixteen (16) voting Managers. The Executive Director shall serve as an *ex officio*, nonvoting member of the Board. The Board shall include ten (10) Physician Managers and six (6) HPH Managers, each as elected or appointed in accordance with this Section 7.4. Each Manager shall hold office until such Manager's successor is elected or appointed, as applicable, and qualified or until such Manager's earlier resignation or removal in accordance with this Agreement. Any Manager may resign at any time upon written notice to the Company.

(b) Appointment of HPH Managers. Effective as of June 1, 2014, the HPH President/CEO, the Vice President for Patient Safety and Quality, and the Chief Medical Officer of HPH shall serve *ex officio* as HPH Managers. The remaining three (3) HPH Managers shall be appointed by the Member at such times as may be determined by the Member in its sole and absolute discretion.

(c) Nomination and Election of Physician Managers. The Nominating Committee of the Board shall receive suggestions from any interested Physician Participant (as defined below) for Physician Manager candidates, shall screen those candidates, and shall develop a listing of candidates that achieves the following Board composition elements:

(i) Each Physician Manager must be a Hawaii-licensed physician in active clinical practice, and except for Interim Physician Managers, each Physician Manager must have entered into and have a current Participation Agreement with the Company or who be employed by an entity that has entered into and has a current Participation Agreement with the Company and is a participating physician thereunder (each a "Physician Participant").

(ii) Six (6) of the Physician Managers shall be primary care physicians, and four (4) of the Physician Managers shall be specialists. For purposes of this Agreement, primary care physicians are internal medicine physicians, pediatricians, and family medicine physicians (who are treated as primary care physicians pursuant to their Participation Agreements). All other physicians, including obstetricians and hospitalists, are considered specialists for purposes of this Agreement.

(iii) The Physician Managers shall include at least one (1) member of the medical staff of each of the HPH hospitals; all other Physician Managers shall be “At Large.”

(iv) An appropriate number of the Physician Managers, as determined from time to time by the Board, shall be Physician Participants who designate themselves as “independent” in a survey of Physician Participants that will be periodically conducted by the Board. The survey will include a non-binding recommendation that a Physician Participant designate himself or herself as an independent physician if he or she receives less than twenty-five percent (25%) of his or her income from the Member or an affiliate thereof.

The Physician Managers shall be elected by the Physician Participants at an annual meeting of the Physician Participants, which meeting shall be held immediately prior to the annual meeting of the Board, or by written ballot conducted instead of the annual meeting, in the Board’s discretion. For purposes of election of the Physician Managers in accordance with this Section, each Physician Participant shall have one (1) vote.

(d) Term. The non-*ex officio* HPH Managers shall serve at the pleasure of the Member. The Physician Managers shall serve staggered terms of three (3) years each, subject to such Physician Manager’s earlier resignation or removal. To accommodate these staggered terms, in conjunction with the initial election of the Physician Managers, the Board shall stagger each such Physician Manager into either a one (1); two (2); or three (three) year term. A Physician Participant may serve no more than four (4) consecutive terms on the Board; provided, however, that an individual’s term as an Interim Manager shall not be counted toward this term limit.

(e) Removal. The Member shall have the sole and exclusive right and authority to remove the HPH Managers at any time, with or without cause or reason. A Physician Manager may be removed from office by the vote of a majority of the Physician Participants at a meeting called for such purpose at the request of the Member or of at least twenty percent (20%) of the Physician Participants.

(f) Vacancies. A vacancy occurring on the Board shall be filled in accordance with Section 7.4(b) or (c), as applicable (*e.g.* a vacancy in a HPH Manager position shall be filled by the Member, and a vacancy in a Physician Manager position shall be filled by vote of the Physician Participants). A Physician Manager elected to fill a vacancy on the Board shall be elected for the unexpired term of his or her predecessor in office.



## 7.5. Meetings of Board of Managers.

(a) Annual and Regular Meetings. An annual meeting of the Board may be held at such time and place as the Board may determine from time to time. The Board may by resolution provide for the holding of regular meetings of the Board on specified dates and at specified times.

(b) Special Meetings. Special meetings of the Board may be called by, or at the request of, any two (2) voting members of the Board of Managers. Such meetings may be held at the time designated in the notice of the meeting at the principal office of the Company or such other place as shall be designated by such Managers in the notice of the meeting.

(c) Notice of Meetings. The annual and regular meetings of the Board held at the principal office of the Company and at the usual scheduled time may be held without notice of the date, time, place or purpose of the meeting. The Managers calling a special meeting shall give notice by any usual means of communication to be sent at least five (5) days before the meeting if sent by means of telephone, email, facsimile or personal delivery, and at least ten (10) days before the meeting if notice is sent by mail. A Manager's attendance at, or participation in, a meeting for which notice is required shall constitute a waiver of notice, unless the Manager, at the beginning of the meeting (or promptly upon arrival), objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

(d) Quorum. The presence of at least eleven (11) voting members of the Board of Managers shall constitute a quorum for the transaction of business. If less than a quorum is present at a meeting, any resulting actions shall be subject to the ratification of the Board at the next meeting in which a quorum is present.

(e) Number and Manner of Voting. With respect to all matters to be acted upon by the Board, each voting member of the Board of Managers shall have one (1) vote. Except with respect to actions for which a greater vote or approval is specifically required by this Agreement or the Act, the act of at least two-thirds (2/3) of the voting Managers present at a meeting in which a quorum is present shall be the act of the Board and shall authorize action by the Company.

(f) Action Without Meeting. Action required or permitted to be taken at a meeting of the Board may be taken without a meeting if the action so taken is signed by all of the voting Managers. The action must be in writing, but may be signed in one or more written counterparts or email describing the action taken. The action shall be included in the minutes or filed with the Company's records.

(g) Meeting by Communications Device. The Board shall permit any Manager to participate in a regular or special meeting of the Board by, or conduct the meeting through the use of, any means of communication by which all Managers participating in a meeting can hear each other during the meeting. Any Manager participating in a meeting by such means shall be deemed to be present in person at the meeting for all purposes.

**7.6. Delegation of Powers; Officers.** The Board may, in its sole and absolute discretion, delegate any authority delegated to it pursuant to this Agreement to any person or persons, and the actions of such other person or persons taken in such capacity and in accordance with this Agreement shall bind the Company. The Board may enter into a management agreement with the Member or any other person or entity, and authorize such person or entity to perform duties on behalf of Company. Without limiting the generality of the foregoing, the Company shall have the following officers:

(a) President/Chair. The President/Chair shall preside over all meetings of the Board and shall have such other duties and authorities as are given to him or her by the Board.

(b) Vice Chair. The Vice Chair shall act as President/Chair in the absence of the President/Chair and shall have such other duties and authorities as are given to him or her by the Board.

(c) Secretary/Treasurer. The Secretary/Treasurer shall serve as the chair of the Company's Finance Committee and shall have such other duties and authorities as are given to him or her by the Board.

(d) Executive Director. The Executive Director shall have, and is hereby given, the authority and responsibility to manage and operate the Company in all of its activities and affairs, subject to such limitations as may be imposed on him or her by the Board. The Executive Director shall have such other duties and authorities as are given to him or her by the Board.

The President/Chair, Vice Chair, and Secretary/Treasurer shall be Physician Managers or HPH Managers and shall be elected to three (3) year terms by the Board; provided, however, that the Interim Board shall elect officers to a one (1) year term. The Executive Director shall be an employee of the Company selected by the Board as an executive officer and shall serve at the pleasure of the Board.

**7.7. Committees.** The Board shall have the following standing committees: Recruiting and Credentialing, Quality/Clinical Integration, Finance, and Nominating and shall delegate such responsibilities to each such committee as the Board deems appropriate from time to time. The Board may designate such additional standing or ad hoc committees as it desires from time to time. All committee members and committee chairs (other than the chair of the Finance Committee, who shall be the Secretary/Treasurer) shall be appointed by the President/Chair, subject to approval by the Board. All committees will be advisory in nature, and their recommendations will be submitted to the Board for approval. Committee chairs and members are not required to be members of the Board of Managers. Committee members, other than the Chair of the Finance Committee, shall serve at the pleasure of the Board. Notwithstanding the foregoing, the HPH Vice President for Patient Safety and Quality shall serve *ex officio* as a member of the Quality/Clinical Integration Committee.

**7.8. Records and Reports.** The Board shall cause to be kept, at the principal place of business of the Company, or at such other location determined by the Board, full and

proper ledgers, other books of account, and records of all receipts and disbursements, other financial activities, and the internal affairs of the Company for at least the current and past four (4) fiscal years or for a longer period as may be reasonable or appropriate as determined by the Board to comply with any applicable laws, rules or regulations or any requirements of third party payors. The Member (personally or through an authorized representative) may examine and copy the books and records of the Company at any time or from time to time.

**7.9. Compensation and Expenses.** Managers shall not receive any compensation from the Company for services provided in their capacity as Managers, except for Interim Physician Managers, who may receive such compensation for their services as determined by the Member in its sole discretion. The Company shall reimburse Managers for actual and reasonable expenses incurred in connection with their service to the Company; *provided, however*, that such reimbursement is consistent with expense reimbursement policies and procedures of the Company, as adopted or amended by the Board from time to time.

**7.10. Conduct of Meetings.** The rules of procedure at meetings of the Interim Board, the Board and all Committee Meetings shall be the rules contained in *Roberts' Rules of Order on Parliamentary Procedure*, newly revised, so far as applicable and when not inconsistent with this Agreement or with any resolution of the Interim Board or Board.

## **8. Financial Matters.**

**8.1. Capital Contribution.** The Member has made a capital contribution to the Company in the amount of Five Million Dollars (\$5,000,000), and is not required to make any additional capital contribution.

**8.2. Distributions.** The Board may, in its discretion, cause the Company to make distributions to the Member from time to time as permitted by the Act.

**8.3. Federal Income Tax Reporting.** At all times when there is only one Member, all items of income, gain, loss, deduction and credit of the Company shall be considered income, gain, loss, deduction and credit of the Member for federal income tax purposes.

**9. Books and Records.** The Company shall maintain records and accounts of all of its operations and expenditures. At a minimum the Company shall keep at its principal place of business the following records:

- (a) A current list and past list, setting forth the full name and last known mailing address of each Member and Manager, if any;
- (b) A copy of the Articles of Organization and all amendments thereto;
- (c) Copies of this Agreement and all amendments hereto, and a copy of any prior limited liability company operating agreements no longer in effect; and

(d) Copies of the Company's financial statements for the three (3) most recent years.

## **10. Dissolution and Liquidation.**

**10.1. Events of Dissolution.** Notwithstanding the Act, the following and only the following events shall cause the Company to be dissolved, liquidated, and terminated, and any dissolution of the Company other than as provided in this Section 10.1 shall be in contravention of this Agreement:

- (a) a determination by the Member to dissolve the Company;
- (b) the sale or other disposition of all or substantially all of the assets of the Company, or a related series of transactions that taken together, result in the sale or other disposition of all or substantially all of the assets of the Company;
- (c) at any time that there is no Member, unless the business of the Company is continued in accordance with the Act;
- (d) any consolidation or merger of the Company with or into any other entity, unless the Company is the surviving entity; or
- (e) issuance of a decree of judicial dissolution.

**10.2. Liquidation Upon Dissolution and Winding Up.** Upon the dissolution of the Company, the Member or its designee shall wind up the affairs of the Company. A full account of the assets and liabilities of the Company shall be taken. The assets shall be promptly liquidated and the proceeds thereof applied as required by the Act. Upon discharging all debts and liabilities, all remaining assets shall be distributed to the Member or the Member's representative.

## **11. Limitation of Liability; Indemnification.**

**11.1. Limitation of Liability.** Neither the Member nor any Manager shall have any liability to the Company for monetary damages for conduct as the Member or as a Manager, respectively, except for acts or omissions that involve a breach of this Agreement, intentional misconduct, a knowing violation of law, a wrongful distribution to the Member, or for any transaction from which the Member or such Manager, respectively, has personally received a benefit in money, property or services to which the Member or such Manager, respectively, was not legally entitled. If the Act is hereafter amended to authorize Company action further limiting the personal liability of members and managers, then the liability of the Member and the Managers shall be eliminated or limited to the full extent permitted by the Act, as so amended. No repeal or modification of the Act or this Section 11.1 shall adversely affect any right or protection of the Member or of any Manager existing at the time of such repeal or modification for or with respect to an act or omission of the Member or the Manager occurring prior to such repeal or modification. Except as otherwise required by any non-waivable provision of the Act or other applicable law: (a) the Member shall not be personally liable in any manner whatsoever for any debt, liability or other obligation of the Company, whether such debt, liability or other

obligation arises in contract, tort, or otherwise; and (b) the Member shall not in any event have any liability whatsoever in excess of: (i) the amount of the Member's Capital Contributions; (ii) the Member's share of any assets and undistributed profits of the Company; and (iii) the amount of any wrongful distribution to the Member, if, and only to the extent, the Member has actual knowledge (at the time of the distribution) that such distribution is made in violation of the Act.

**11.2. Indemnification.** The Company shall indemnify the Member and each Manager from and against any judgments, settlements, penalties, fines or expenses incurred in a proceeding to which the Member or such Manager is a party because he, she or it is, or was, the Member or a Manager; provided, that neither the Member nor any Manager shall be indemnified from or on account of acts or omissions of the Member or such Manager, as applicable, finally adjudicated to be a breach of this Agreement, intentional misconduct or a knowing violation of law by the Member or such Manager, respectively, a wrongful distribution to the Member, or any transaction with respect to which it was finally adjudged that the Member or such Manager, respectively, received a benefit in money, property or services to which the Member or such Manager, respectively, was not legally entitled. The right to indemnification conferred in this Section 11.2 shall be a contract right and shall include the right to be paid by the Company the expenses incurred in defending any such proceeding in advance of its final disposition; provided, that the payment of such expenses in advance of the final disposition of a proceeding shall be made only upon delivery to the Company of an undertaking, by or on behalf of the Member or such Manager, as applicable, to repay all amounts so advanced if it shall ultimately be determined that the Member or such Manager is not entitled to be indemnified under this Section 11.2 or otherwise.

The right to indemnification and payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Section 11.2 shall not be exclusive of any other right the Member or such Manager may have or hereafter acquire under any statute, this Agreement or otherwise.

No repeal or modification of the Act or this Section 11.2 shall adversely affect any right of the Member or a Manager to indemnification existing at the time of such repeal or modification for or with respect to indemnification related to an act or omission of the Member or such Manager occurring prior to such repeal or modification.

## **12. Miscellaneous.**

**12.1. Assignment.** The Member may assign in whole or in part its membership in the Company.

**12.2. Governing Law.** This Agreement shall be construed and enforced in accordance with the internal laws of the State of Hawaii, including without limitation, the Act.

**12.3. Amendments; Legal Impediment.** This Agreement may not be amended except by the written agreement of the Member. In the event the Member determines, in its discretion, that a Legal Impediment (as defined herein) exists, the Member may amend this Agreement or otherwise cause the Company to take any action that the Member determines is necessary or appropriate, in its discretion, to address such Legal Impediment. For purposes of

this Section 12.3, a “Legal Impediment” is any change in applicable law or regulation, including a change in the commonly accepted interpretation and application of laws or regulations, or the assertion by a regulatory authority of a claim against the Company or the Member or any affiliate of the Member by virtue of the Member’s ownership in the Company, that: (a) prohibits the Member’s continued ownership of the Company; (b) prohibits a physician or hospital from being a participating provider for the Company; (c) subjects the Member, or any of its affiliates or its or their respective employees or agents, to civil or criminal prosecution on the basis of their ownership of or participation in the Company or performing their respective obligations under this Agreement or any participation agreement; (d) renders the Company not viable economically as a result of a material restriction or limitation in the Company’s operations or activities; (e) conflicts in any material respect with the mission of the Member or any of its affiliates; or (f) poses a material risk to the tax-exempt status of the Member or any of its affiliates.

**12.4. Construction.** Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural and vice versa, and the masculine gender shall include the feminine and neuter genders and vice versa.

**12.5. Headings.** The headings in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement.

**12.6. Waivers.** The failure of any person to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

**12.7. Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

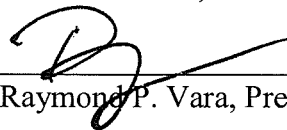
**12.8. Heirs, Successors and Assigns.** Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

**12.9. No Third Party Beneficiaries.** None of the provisions of this Agreement shall be for the benefit of, or be enforceable by, any creditor of the Company or by any creditor of the Member. This Agreement is not intended to confer any rights or remedies hereunder upon, and shall not be enforceable by any person or entity other than the Company and the Member, and, solely with respect to the provisions of Section 11, the Managers.

Executed effective as of the date first above written by the undersigned.

HAWAI'I HEALTH PARTNERS, LLC

By: Hawai'i Pacific Health, Its Sole Member

By:   
Raymond P. Vara, President & CEO

HAWAI'I PACIFIC HEALTH

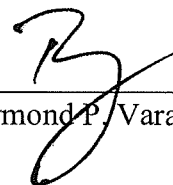
By:   
Raymond P. Vara, President & CEO

Exhibit 7.3(a)

Interim Board of Managers

	Name	Designation
1.	Dr. Randy Yates	Interim HPH Manager
2.	Art Gladstone	Interim HPH Manager
3.	Kathy Clark	Interim HPH Manager
4.	Jen Chahanovich	Interim HPH Manager
5.	Martha Smith	Interim HPH Manager
6.	Ray Vara	Interim HPH Manager
7.	Dr. Ken Robbins	Interim HPH Manager
8.	Dr. Melinda Ashton	Interim HPH Manager
9.	Dr. Douglas Kwock	Interim Physician Manager
10.	Dr. Roy Magnusson	Interim Physician Manager
11.	Dr. Wallace Matthews	Interim Physician Manager
12.	Dr. Shayne Castanera	Interim Physician Manager
13.	Dr. James Kakuda	Interim Physician Manager
14.	Dr. Michael Mihara	Interim Physician Manager
15.	Dr. Dawn Miura	Interim Physician Manager
16.	Dr. Bennett Loui	Interim Physician Manager
17.	Dr. Bradley Sakaguchi	Interim Physician Manager
18.	Dr. Henry Preston	Interim Physician Manager
19.	Dr. Paul Flora	Interim Physician Manager
20.	Dr. Chris Jordan	Interim Physician Manager
21.	Dr. Thomas Williamson	Interim Physician Manager