

## **GENERAL ASSIGNMENT, CONVEYANCE AND BILL OF SALE**

This **GENERAL ASSIGNMENT, CONVEYANCE AND BILL OF SALE** (this "Bill of Sale") is entered into as of June 30, 2017, to be effective as of 12:01 a.m., HST, on July 1, 2017 ("Effective Time"), by and among MAUI HEALTH SYSTEM, A KAISER FOUNDATION HOSPITALS LLC, a Hawaii limited liability company ("Assignee"), the HAWAII HEALTH SYSTEMS CORPORATION, a public body corporate and politic and instrumentality and agency of the State of Hawaii ("HHSC"), the MAUI REGION OF HAWAII HEALTH SYSTEMS CORPORATION ("MRHS"), an agency of the State established in Sections 323F-2(b)(3) and 323F-3.5 of the Hawaii Revised Statutes and the STATE OF HAWAII (the "State" and together with HHSC and MRHS, the "Assignors"). Assignors and Assignee are sometimes referred to herein each individually as a "Party" and collectively, as the "Parties." Defined terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Transfer Agreement (as defined below).

### **BACKGROUND**

The Parties have entered into that certain Maui Regional Hospitals Transfer Agreement, dated as of January 14, 2016 (the "Transfer Agreement"), as may be amended, pursuant to which Assignors agreed to, among other things, transfer or assign to Assignee, to the extent legally transferable or assignable, free and clear of any Encumbrances other than the Permitted Encumbrances, all of Assignors' right, title, and interest in and to the Transferred Interests, and Assignee agreed to, effective as of the Effective Time, and from and after the Effective Time, assume the Transferred Interests, and pay, perform and discharge when due, the Assumed Liabilities, in accordance with the limitations set forth in Sections 2.4 and 2.5 of the Transfer Agreement.

**NOW, THEREFORE**, for and in consideration of the premises, agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and adequacy of which are acknowledged and confessed, the Parties hereby agree as follows:

1. **Assignment**. Assignors do hereby irrevocably and unconditionally assign, transfer, convey and deliver to Assignee, its successors and assigns, all of their respective right, good and marketable title and interest in and to all tangible assets that are a part of the Transferred Interests and valid title to all intangible assets that are part of the Transferred Interests, free and clear of all Encumbrances, other than Permitted Encumbrances, to have and to hold the same and each and all thereof unto Assignee, its successors and assigns, to its and their own use and benefit for the duration of the Term of the Transfer Agreement, subject only to the limitations set forth in Sections 10.5(b) – (e) and Sections 10.6(b) – (f) of the Transfer Agreement. Contemporaneously and simultaneously herewith, the Parties have entered into the following agreements pursuant to which certain of the Transferred Interests, to be conveyed via the Transfer Agreement, will be assigned by Assignors to, and assumed by, Assignee: (i) Agreement for the Assignment and Assumption of Admission Agreements, (ii) Agreement for the Assignment and Assumption of Resident Trust Funds, and (iii) Assignment and Assumption Agreement (collectively, the "Other Conveyance Documents").

2. **Assumption of Obligations**.

(a) Assignee hereby accepts the assignment from Assignors of the Transferred Interests and Assignee hereby assumes and agrees to pay, perform and discharge when due the Assumed Liabilities, in accordance with the limitations set forth in Sections 2.4 and 2.5 of the Transfer Agreement. Other than as expressly set forth herein, Assignee assumes no debt, liability, or obligation of Assignors other than the Assumed Liabilities; provided, however, that Assignee will assume certain debts, liabilities or obligations of Assignors pursuant to the terms of the Other Conveyance Documents executed and delivered simultaneously with the execution and delivery of this Bill of Sale.

(b) Notwithstanding the foregoing, nothing contained in this Bill of Sale shall be construed as imposing any liability on Assignee for the acts or omissions of Transferor, or any other liability arising under the Transferred Interests or resulting from the Assumed Liabilities prior to the Effective Time, all of which shall remain the sole responsibility of Assignor; and, nothing contained in this Bill of Sale shall be construed as imposing any liability on Assignor for the acts or omissions of Assignee, or any other liability arising under the Transferred Interests or resulting from the Assumed Liabilities as of, or subsequent to, the Effective Time, all of which shall be the sole responsibility of Assignee.

3. **Further Assurances.** To the extent consistent with the terms and conditions of the Transfer Agreement, the Parties hereby agree to sign and deliver any and all other assignments, consents, approvals, conveyances, documents, and instruments reasonably necessary to affect the intent and purposes of this Bill of Sale and the transactions contemplated hereby and by the Transfer Agreement, which shall include, but is not limited to, the Other Conveyance Documents.

4. **Remedies.** The Parties' remedies with respect to any claim arising from a breach of this Bill of Sale shall be as set forth in the Transfer Agreement.

5. **Amendment and Modification; Waiver.** This Bill of Sale may be amended, modified and supplemented only by a written instrument authorized and executed by Assignors and Assignee. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and executed by the Party so waiving. The waiver by either Party hereto of a breach of any provision of this Bill of Sale shall not operate or be construed as a waiver of any other or subsequent breach.

6. **No Third-Party Beneficiaries.** This Bill of Sale is for the sole and exclusive benefit of the Parties hereto and nothing expressed or referred to herein shall be construed to give any person other than the Parties hereto any legal or equitable right, remedy or claim under or with respect to this Bill of Sale or any provision of this Bill of Sale, except such rights shall inure to the Parties' respective successors or permitted assignees pursuant to this Bill of Sale or the Transfer Agreement.

7. **Governing Law and Venue.** This Bill of Sale is to be governed by and construed in accordance with the internal laws of the State of Hawaii applicable to agreements made and to be performed entirely within the State of Hawaii, without regard to its conflicts of law principles that would obtain a different result. To the full extent permitted by applicable

Legal Requirements, the Parties hereby waive any and all right to a trial by jury on the issue to enforce any term or condition of this Bill of Sale.

8. **Inconsistencies with the Transfer Agreement.** Notwithstanding anything to the contrary contained herein, the terms of this Bill of Sale are subject in all respects to the terms, provisions, conditions and limitations set forth in the Transfer Agreement, and this Bill of Sale is not intended in any way to alter, modify, replace, amend, change, rescind, waive or in any way affect the express provisions set forth in or the obligations of the Parties to the Transfer Agreement. In the event of any inconsistencies between the terms of this Bill of Sale and the terms of the Transfer Agreement, the Parties hereto agree that the terms of the Transfer Agreement shall control.

9. **Severability.** In the event any provision of this Bill of Sale is held to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event affect, prejudice or disturb the validity of the remainder of this Bill of Sale, which shall be and remain in full force and effect, enforceable in accordance with its terms.

10. **Divisions and Headings.** The division of this Bill of Sale into sections and subsections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Bill of Sale.

11. **Counterparts.** This Bill of Sale may be executed in two (2) or more counterparts, each of which will be deemed to be an original copy of this Bill of Sale and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Bill of Sale and of signature pages by facsimile transmission or Portable Document Format (PDF) shall constitute effective execution and delivery of this Bill of Sale as to the Parties and may be used in lieu of the original Bill of Sale for all purposes. Signatures of the Parties transmitted by facsimile and PDF shall be deemed to be their original signatures for any purposes whatsoever.

*[Remainder of Page Intentionally Left Blank;  
Signature pages follow]*

**IN WITNESS WHEREOF**, the Parties have caused this Bill of Sale to be executed in multiple originals by their authorized officers, all as of the date and year first above written.

**ASSIGNORS:**

**HHSC:**

HAWAII HEALTH SYSTEMS CORPORATION



\_\_\_\_\_  
Name: Linda Rosen, M.D., M.P.H.

Title: Chief Executive Officer

**MRHS:**

MAUI REGION OF HAWAII HEALTH  
SYSTEMS CORPORATION

\_\_\_\_\_  
Name: Barry Shitamoto, M.D.

Title: Regional Chief Executive Officer

**STATE:**

STATE OF HAWAII

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

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Title: Regional Chief Executive Officer

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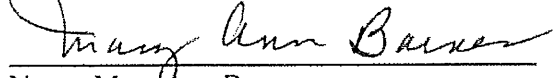
Name: David Y. Ige  

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Title: Governor

**ASSIGNEE:**

MAUI HEALTH SYSTEM, A KAISER  
FOUNDATION HOSPITALS LLC

A handwritten signature in cursive script that reads "Mary Ann Barnes". The signature is written in black ink and is positioned above a horizontal line.

Name: Mary Ann Barnes

Title: Chairperson of the Board