

Keoni Souza - Chairperson
John D. Waihe'e IV - Vice Chair

MEMBERS
Dan Ahuna
Kaleihikina Akaka
Keli'i Akina, Ph.D.
Luana Alapa
Brickwood Galuteria
Kaiali'i Kahele
Carmen "Hulu" Lindsey



Phone: (808) 594-1888
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OFFICE OF HAWAIIAN AFFAIRS
KE'ENA KULEANA HAWAI'I
INVESTMENT AND LAND MANAGEMENT COMMITTEE
560 N. Nimitz Hwy., Suite 200
Honolulu, HI 96817

Committee on Investment and Land Management

DATE: Wednesday, October 7, 2026

TIME: 11:00AM or Immediately following the Budget and Finance Committee Meeting

Place: Remote Meeting by Interactive Conference Technology

This meeting will be held virtually and may be viewed live via OHA's website at www.oha.org/livestream or listened to by phone by dialing (213) 338-8477 and entering Webinar ID: 993 4011 2381. Additionally, this meeting can be viewed live on 'Ōlelo Community Media <https://olelo.org/>. A physical meeting location will be open to the public for those who wish to provide oral testimony or observe the meeting in person at: Office of Hawaiian Affairs, 560 N. Nimitz Hwy., Suite 200, Honolulu, HI 96817.

I. Call to Order

II. Approval of Minutes from the Committee on Investment and Land Management

A. September 9, 2026

III. Status of OHA Activities

A. Update from the Hawai'i Community Development Authority (HCDA) Kaka'ako Makai Scenarios Workshop on September 19, 2026 by the Land Division.

B. Informational Briefing on Kaka'ako Makai Lot I, O'ahu, TMK No. (1) 2-1-015:061 by the Land Division.

IV. New Business

A. Action Item ILM #26-10: Approval of Resolutions of the Board of Trustees, Office of Hawaiian Affairs, Related to Amending the Operating Agreements for Hi'ilei Aloha LLC and Hi'ipaka LLC

B. Action Item ILM #26-11: Authorization to Establish an Independent Nonprofit Operating Entity for the Native Hawaiian Cultural Center and Approval of Initial Multi-Year Seed Funding of Up to \$5,700,000 for Fiscal Years 2027 through 2029

C. Action Item ILM #26-12: Authorization for the Resource Management-Land Assets Division to prepare agreements between the Office of Hawaiian Affairs and Hawaii's Construction Trade Organizations Establishing Project Labor Requirements for Covered Development Projects on OHA-Owned Lands in Kaka'ako Makai.

V. Adjournment

If you need an auxiliary aid/service or other accommodation due to a disability, please contact Keola Fong at (808) 626-5484 or by email at keolaf@oha.org as soon as possible. Requests made as early as possible have a greater likelihood of being fulfilled. Upon request, this notice is available in alternate/accessible formats.

In the event that the livestream public broadcast is interrupted and cannot be restored, the meeting may continue as audio-only through the phone number and Webinar ID provided at the beginning of this agenda. Meeting recordings will be made available on OHA's website <https://www.oha.org/about/leadership/board-of-trustees/> as soon as practicable after the meeting.

Public Testimony will be called for each agenda item and must be limited to matters listed on the meeting agenda. Community Concerns and Celebrations is not limited to matters listed on the meeting agenda. Hawai'i Revised Statutes, Chapter 92, prohibits Board members from discussing or taking action on matters not listed on the meeting agenda.

The board packet will be available for the public to inspect at OHA's main office located at 560 N. Nimitz Hwy., Suite 200, Honolulu, HI 96817, no later than three full business days before the meeting. The board packet will also be made available on OHA's website, <https://www.oha.org/ilm> as soon as practicable thereafter.

Testimony can be provided to the Board of Trustees either as: (1) **written testimony** or (2) live, oral testimony online, by telephone, or at the physical meeting location during the remote meeting.

- (1) Persons wishing to provide **written testimony** on items listed on the agenda should submit testimony via **email** to botmeetings@oha.org or via **postal mail** to Office of Hawaiian Affairs, Attn: Board of Trustees Meeting Testimony, 560 N. Nimitz Hwy., Suite 200, Honolulu, HI 96817. Testimony is requested to be received at least twenty-four hours prior to the scheduled meeting to allow board members with sufficient time to review the testimony before the meeting.

All written testimony will be posted on OHA's meeting website. Please omit or redact any personal information (e.g., name, email address, phone number, home address, or materials) that you do not want to be disclosed publicly online.

- (2) Persons wishing to provide **oral testimony online** during the remote meeting, please use the link below:
<https://zoom.us/j/99340112381>

To provide oral testimony online, you will need:

- (1) a computer or mobile device to connect to the remote meeting;
- (2) internet access; and
- (3) a microphone to provide oral testimony.

Persons wishing to provide oral testimony by telephone during the remote meeting may dial the phone number listed at the beginning of this agenda and enter the corresponding Webinar ID. Telephone participants will be able to provide oral testimony during the meeting.

Persons wishing to provide oral testimony at the physical meeting location can sign up the day of the meeting at the physical meeting location.

If you willfully disrupt the meeting, support staff will remove you from the Zoom meeting. You can continue to view the remainder of the meeting on the livestream or by telephone, as provided at the beginning of this agenda.

Oral testimony online, by telephone or at a physical meeting location will be limited to five (5) minutes.



Trustee Keoni Souza, Chairperson
Committee on Investment and Land Management

10/01/2026

Date



Keoni Souza - *Chairperson*
John D. Waihe'e IV - *Vice Chair*

Phone: (808) 594-1888
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MEMBERS

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OFFICE OF HAWAIIAN AFFAIRS
KE'ENA KULEANA HAWAI'I
INVESTMENT AND LAND MANAGEMENT COMMITTEE
560 N. Nimitz Hwy., Suite 200
Honolulu, HI 96817

Board Packet

II. Approval of Minutes from the Committee on Investment and Land Management
A. September 9, 2026

STATE OF HAWAII
OFFICE OF HAWAIIAN AFFAIRS
560 N. NIMITZ HIGHWAY, SUITE 200
(VIRTUAL MEETING - VIA ZOOM WEBINAR)
COMMITTEE ON INVESTMENT AND LAND MANAGEMENT
MINUTES
September 9, 2026 11:00am

ATTENDANCE:

Chairperson J. Keoni Souza
Vice-Chairperson John Waihe'e, IV
Trustee Dan Ahuna
Trustee Kaleihikina Akaka
Trustee Luana Alapa
Trustee Brickwood Galuteria
Trustee C. Hulu Lindsey
Board Chair Kai Kahele

BOT STAFF:

Richelle Kim
Morgan "Kauai" Robello
Pohai Ryan
Yvonne Mahelona
Momi Ka'aihue
Mark Watanabe
Nathan Takeuchi
Pohailani Kealoha

ADMINISTRATION STAFF:

Summer Sylva, Interim CEO
K. Sean Kekina, COO / Ka Pou Nui
Everett Ohta, Corporate Counsel
Ryan Lee, Investment Director
Dhiren Patel, CFO
Grace Chen, Budget Chief
Bill Brennan, Director of Communications
Keaka Mitchell, Community and Brand Engagement Manager
Deja Ostrowski, Public Policy Manager
Alena Auyoung, Interim Chief of Staff
Daniel Sandomire, Managing Director of Real Estate
Lori Walker, Legacy Land Manager
Kevin Chak, Senior Systems Engineer & Administrator
Kaponi Kiakona, Board Counsel

GUESTS:

Daniel Payne, AEA Consulting
Catalina Casas, AEA Consulting
Jess Nickelman, AEA Consulting
Paul Quinitiani, Senior Director at Peregrine Realty

See attached Link to YouTube video: <https://www.youtube.com/watch?v=1Zbqzh9- wg>

I. CALL TO ORDER

Chair Souza calls the Committee on Investment and Land Management meeting for Wednesday, September 9, 2026, to order at **11:05 AM**.

Chair Souza roll call **11:05 AM** - 7 Trustees present constituting a quorum. Trustee Akina is excused.

Chair Souza calls for a **ROLL CALL VOTE**.

							11:05 AM
TRUSTEE		1	2	'AE (YES)	A'OLE (NO)	KANALUA (ABSTAIN)	EXCUSED
DAN	AHUNA						Arrived at 11:16 AM
KALEIHIKINA	AKAKA			X			
KELI'I	AKINA						X
LUANA	ALAPA			X			
BRICKWOOD	GALUTERIA			X			
KAIALII	KAHELE			X			
CARMEN HULU	LINDSEY			X			
VICE-CHAIR JOHN	WAIHE'E			X			
CHAIR J. KEONI	SOUZA			X			
TOTAL VOTE COUNT				7	0	0	1

VOTE: [] UNANIMOUS [7] PASSED [] DEFERRED [] FAILED

Chair Souza recognizes COO Ka Pou Nui K. Sean Kekina to introduce administration present.

II. Approval of Minutes from the Committee on Investment and Land Management

A. August 26, 2026

Motion by Chair Souza 11: 08 AM.

No testifiers.

No discussion. No objections.

Chair Souza calls for VOTE.

							11:08 AM
TRUSTEE		1	2	'AE (YES)	A'OLE (NO)	KANALUA (ABSTAIN)	EXCUSED
DAN	AHUNA						Arrived at 11:16 AM
KALEIHIKINA	AKAKA			X			
KELI'I	AKINA						X
LUANA	ALAPA			X			
BRICKWOOD	GALUTERIA			X			
KAIALII	KAHELE			X			
CARMEN HULU	LINDSEY			X			
VICE-CHAIR JOHN	WAIHE'E			X			
CHAIR J. KEONI	SOUZA	1		X			
TOTAL VOTE COUNT				7	0	0	1

VOTE: [] UNANIMOUS [7] PASSED [] DEFERRED [] FAILED

Chair Souza requested unanimous consent to take the agenda out of order and proceed directly to Agenda Items B, C, and D. Unanimous consent was granted.

III. Status of OHA Activities

B. Native Hawaiian Trust Fund (NHTF) Investment Portfolio Review - Fiscal Year Ended June 30, 2026 by Investment Division.

No testifiers.

Chair Souza recognized Investment Director, Ryan Lee.

Ryan Lee summarized: Fiscal Year 2026 was a strong year for markets despite continued uncertainty related to inflation, interest rates, trade policy, and geopolitical conditions.

For the fiscal year, the Native Hawaiian Trust Fund financial assets returned approximately 14.9%, exceeding the 8% long-term return objective but underperforming the policy benchmark of 18.3%. The financial assets ended the fiscal year at approximately \$700.7 million, with investment gains of approximately \$92.1 million exceeding distributions of approximately \$20.7 million. Public equities and real assets were the strongest-performing asset classes.

Including Hawai'i Direct Investments, the total Native Hawaiian Trust Fund was approximately \$942 million as of June 30, 2026, consisting of approximately \$700 million in financial assets and \$241 million in Hawai'i Direct Investments. All asset classes remained within their applicable policy ranges.

Implementation of the Board-approved investment plan will continue into Fiscal Year 2027, with a focus on strengthening the investment manager lineup, refining allocations, improving performance measurement, managing risk, and supporting the long-term growth of the Trust Fund.

III. Status of OHA Activities

C. Announcement about the upcoming Hawai'i Community Development Authority (HCDA) Kaka'ako Makai Scenarios Workshop on September 19, 2026 by Land Division.

No testifiers.

Chair Souza recognized Daniel Sandomire, Managing Director of Real Estate.

Director Sandomire summarized: Hawaii Community Development Authority (HCDA) will hold its Kaka'ako Makai Scenarios Workshop on September 19, 2026, from 10:00 a.m. to 1:00 p.m. at the John A. Burns School of Medicine. HCDA will present four scenarios under consideration for Kaka'ako Makai and provide the public an opportunity to offer feedback, including on the potential inclusion of housing.

III. Status of OHA Activities

D. Informational briefing by the Administration on the Operating Agreements for Hi'ilei Aloha LLC and Hi'ipaka LLC and possible amendments related to the member's powers and authorities in relation to the OHA Board of Trustees.

No testifiers.

Chair Souza recognized Summer Sylva, Interim CEO and Everett Ohta Corporate Counsel

Corporate Counsel Ohta summarized: OHA established Hi'ilei Aloha LLC and Hi'ipaka LLC following OHA's 2006 acquisition of Waimea Valley. Hi'ilei Aloha is wholly owned by OHA and, in turn, is the sole member of Hi'ipaka, which holds and manages Waimea Valley.

In 2019, the Board approved amendments to the LLC operating agreements allowing for third-party managers who are not OHA employees. The Board subsequently appointed the third-party managers, who continue to serve through staggered appointments and reappointments by the Board. Hi'ipaka's managers have delegated day-to-day management of Waimea Valley to its Executive Director and staff.

The operating agreements govern the management and operations of both LLCs and contain substantially similar provisions. Counsel reviewed key provisions of the agreements and advised that any discussion regarding the legal effect of those provisions or potential changes to the operating agreements could be addressed with legal counsel in executive session.

OHA established Hi'ilei Aloha LLC and Hi'ipaka LLC following OHA's 2006 acquisition of Waimea Valley. Hi'ilei Aloha is wholly owned by OHA and is the sole member of Hi'ipaka, which holds and manages Waimea Valley. In 2019, the Board amended the operating agreements to provide for three third-party managers, who are not OHA employees and serve staggered three-year terms through appointment by the Board.

Counsel Ohta reviewed provisions of the operating agreements governing the managers' authority and responsibilities. The managers have authority over the day-to-day business and operations of the LLCs, including executing business documents and engaging professional services and staff, subject to limitations in

the operating agreements and matters requiring member approval. The agreements also address the managers' fiduciary duties and require maintenance of company records and financial information, which the member may inspect and copy.

III. Status of OHA Activities

A. Informational briefing by OHA Land Division, Peregrine Realty Partners, Inc., and AEA Consulting on the feasibility study for a proposed Native Hawaiian Cultural Center at Kaka'ako Makai.

Trustee Akaka requested additional information and clarification regarding the preceding informational briefing. ILM Chair Souza advised that further discussion of the item would occur following the current presentation.

Chair Souza recognized Daniel Sandomire, Managing Director of Real Estate.

Director Sandomire summarized: AEA Consulting completed its feasibility study for the proposed Native Hawaiian Cultural Center and would present its findings and recommendations regarding programming, governance, operations, partnerships, and funding. Director Sandomire noted that OHA continues discussions with the City and County of Honolulu regarding the potential use of the Look Lab site; however, no agreement has been finalized.

The presentation was informational and no action regarding funding, construction, or final site selection was requested.

Director Sandomire introduced the AEA Consulting team.

Chair Souza recognized Catalina Casas, Senior Consultant at AEA Consulting.

Director Casas summarized: The feasibility study included a market assessment, stakeholder interviews, benchmarking, and a visioning workshop to inform the proposed vision and programming for the Native Hawaiian Cultural Center. Subsequent phases refined the program and space plan and developed recommendations regarding governance, operations, capital costs, financial projections, risks, and implementation.

The proposed Cultural Center would prioritize Native Hawaiian audiences while remaining welcoming to all, with an emphasis on education and learning, cultural practices, gathering and knowledge sharing, partnerships, and place-based storytelling. Potential programming includes hula, music, lei making, traditional healing practices, performances, classes, and other opportunities developed in collaboration with Native Hawaiian cultural organizations and practitioners.

Potential spaces include indoor and outdoor performance and gathering areas, classrooms, exhibition and gallery spaces, rehearsal and meeting spaces, archives, a Native Hawaiian plant garden, and a commercial kitchen and café or restaurant. Certain spaces could also support partnerships and revenue-generating activities.

Chair Souza recognized Daniel Payne, Principal at AEA Consulting.

Principal Payne summarized: AEA evaluated governance and business model options for the proposed Native Hawaiian Cultural Center and recommended an independent operator model, potentially through the establishment of a separate 501(c)(3) nonprofit organization. Under this structure, OHA could retain ownership of the land and facility while entering into a long-term agreement with the operator. The model would provide

operational flexibility, broaden fundraising opportunities, and allow for Native Hawaiian and community representation through governance or advisory roles.

AEA also evaluated highly subsidized, highly commercial, and balanced operating models. The highly subsidized model would prioritize cultural and educational programming but require greater ongoing fundraising, while the commercial model could reduce operating subsidies but would require greater reliance on earned revenue and potentially higher costs to beneficiaries. AEA recommended a balanced model combining revenue-generating activities with subsidized cultural and educational programming and reduced pricing for Native Hawaiian beneficiaries. The recommended model would still require annual fundraising to address an anticipated operating gap.

Director Casas summarized: The recommended operating model includes a combination of mission-based programming and earned-revenue activities, including education, performances, special events, immersive experiences, rentals, food and beverage, and retail. Performances are projected to generate the largest share of earned revenue, while discounted or dedicated ticketing and free or reduced-cost programming would help maintain accessibility for Native Hawaiian beneficiaries.

Identified community engagement, marketing, sustained attendance, rental demand, and partnerships as important considerations for the Cultural Center's long-term operations and financial sustainability. In addition, balancing revenue generation with accessible programming, avoiding over-commercialization of Native Hawaiian culture, and maintaining Native Hawaiians as the primary focus of the Center. Continued engagement and collaboration with existing Native Hawaiian cultural organizations and community partners were also identified as important to the project's success.

Principal Payne summarized: The feasibility study provides a foundation for advancing the Native Hawaiian Cultural Center. Recommended next steps include establishing an independent nonprofit governing entity and hiring an Executive Director to lead implementation, community engagement, partnerships, and fundraising efforts.

Chair Souza recognized Trustee Akaka.

Trustee Akaka summarized: Thanked AEA's work and for incorporating cultural considerations and recommendations.

Chair Souza recognized Trustee Kahele.

Trustee Kahele summarized: AEA's recommendations provide a solid path forward for the Native Hawaiian Cultural Center, noted community and elected official interest in the project, and identified establishing a governing entity as a next step.

Chair Souza recognized Trustee Galuteria.

Trustee Galuteria summarized: Requested that the disability community be included in future planning for the Native Hawaiian Cultural Center, including consideration of accessible spaces and programming for Native Hawaiians with differing abilities.

Principal Payne summarized: Agreed that accessibility should be considered early in the planning process, including building design and programming that accommodates and engages individuals with a range of physical and developmental needs.

IV. Executive Session§

A. Discussion regarding the Operating Agreements for Hi'ilei Aloha LLC and Hi'ipaka LLC, including the member's powers and authorities in relation to the OHA Board of Trustees and possible amendments to the Operating Agreements. The Committee anticipates convening in an executive meeting pursuant to HRS § 92-5(a)(4) to consult with its legal counsel regarding questions and issues pertaining to the Board's powers, duties, privileges, immunities, and liabilities concerning this matter.

B. Discussion and consultation regarding \$127,500 for Phase II due diligence activities (financial, operational and asset) associated with the potential acquisition by the Office of Hawaiian Affairs (OHA) of KITV, Inc. and KIKU, LLC, including related assets, real property interests, broadcast licenses, and transaction matters, from the Allen Media Group.

The Committee anticipates deliberating and consulting with OHA's attorneys regarding confidential due-diligence activities for the potential acquisition opportunity, including acquisition and transaction strategy, negotiation-related matters, and the Committee's and Board's powers, duties, privileges, immunities, and liabilities, pursuant to HRS §§ 92-4, 92-5(a)(3), and 92-5(a)(4).

C. Discussion and Consultation Regarding Phase I Due Diligence for the Proposed Transfer of Kānei'olouma Heiau Complex, Kōloa, Kaua'i, to the Office of Hawaiian Affairs. The Committee anticipates convening in executive session pursuant to HRS §§ 92-5(a)(3) and (4) to deliberate concerning the authority of persons designated to negotiate the acquisition of public property and to consult with its legal counsel regarding the Board's powers, duties, privileges, immunities, and liabilities with respect to Phase I due diligence, further due diligence, and OHA's position regarding the proposed transfer of Kānei'olouma Heiau Complex from the County of Kaua'i to OHA.

D. Approval of Executive Session Minutes from the Committee on Investment and Land Management

1. August 26, 2026

Trustee Akaka raised a point of order regarding a pending request for clarification on the informational briefing concerning the operating agreements for Hi'ilei Aloha LLC and Hi'ipaka LLC. It was stated that the request had not been addressed, and members should have an opportunity to obtain clarification on pending business before proceeding to the next agenda item.

Chair Souza stated that the meeting was proceeding in accordance with the Board's process and requested that members respect the Chair and recognized speakers during the meeting.

Chair Kahele raised a point of order and requested clarification regarding the alleged violation of the rules and the applicable procedure from Trustee Akaka and Board Counsel.

Board Counsel Kiakona clarified that rulings on points of order are made by the Chair and noted that the Committee had already proceeded to another item before the request for clarification was raised.

Chair Souza denied the point of order.

Trustee Akaka reiterated the request for further clarification regarding the informational briefing and requested that the objection to the Chair's ruling be reflected in the record.

Chair Souza calls for **VOTE to enter into Executive Session.**

							12:18 PM
TRUSTEE		1	2	'AE (YES)	A'OLE (NO)	KANALUA (ABSTAIN)	EXCUSED
DAN	AHUNA			X			
KALEIHIKINA	AKAKA				X		
KELI'I	AKINA						X
LUANA	ALAPA				X		
BRICKWOOD	GALUTERIA			X			
KAIALII	KAHELE			X			
CARMEN HULU	LINDSEY				X		
VICE-CHAIR JOHN	WAIHE'E			X			
CHAIR J. KEONI	SOUZA	1		X			
TOTAL VOTE COUNT				5	3	0	1

VOTE: [] UNANIMOUS [] PASSED [] DEFERRED [X] FAILED

Chair Souza noted that the Committee would not proceed into executive session and expressed concern that the Committee was unable to consult with legal counsel on pending matters.

Chair Souza called for a recess at 12:19 PM.

Recess.

The meeting reconvened at 12:25 PM.

V. New Business

A. Action item ILM#26-08: Approval to authorize and expend \$127,500 for Phase II due diligence activities (financial, operational and asset) associated with the potential acquisition by the Office of Hawaiian Affairs (OHA) of KITV, Inc. and KIKU, LLC, including related assets, real property interests, broadcast licenses, and transaction matters, from the Allen Media Group.

Chair Souza recognized Summer Sylva, Interim Ka Pouhana (CEO) and Trustee Kahele.

Trustee Kahele summarized: Action Item ILM 26-07 continues the Committee's previous authorization of up to \$172,500 for due diligence related to the potential acquisition of KITV and KIKU. The approved due diligence was divided into two phases, with \$45,000 authorized for Phase One and the remaining \$127,500 subject to further Trustee approval following completion and presentation of the Phase One findings.

OHA contracted with Project 360 Media as its third-party advisor and that the Phase One due diligence preparation and information-gathering requirements have been completed. The current action item seeks authorization to proceed with Phase Two, consisting of financial, operational, and asset due diligence for both stations, utilizing the remaining \$127,500 previously approved.

The due diligence process is continuing, and that a final executive summary and recommendation are anticipated by the end of the year.

Chair Souza recognizes John Heinen, Contractor at Project 360.

Contractor Heinen summarized: The Project 360 Media team has extensive broadcast industry experience, including television station ownership and operations, acquisitions and sales, finance, technical operations, and media consulting. Heinen noted that the team has experience operating television stations and conducting media transactions and includes professionals with prior experience working with Allen Media Group.

Phase One included establishing communications with Allen Media Group, executing a non-disclosure agreement, submitting and receiving acceptance of the due diligence information request, and developing the framework for the final executive summary. Phase Two would include a comprehensive review of financial information, legal contracts, significant expenses, capital equipment, and station operations to assess the condition and potential fair market value of KITV and KIKU. The review is expected to take approximately 45 to 60 days and include an on-site assessment of the stations' technical and operational activities.

Chair Souza recognized Trustee Alapa.

Trustee Alapa summarized: Requested clarification regarding the five Phase One due diligence items associated with the \$45,000 expenditure.

Contractor Heinen summarized: The five Phase One due diligence items included establishing the non-disclosure and confidentiality framework with Allen Media Group; developing the due diligence information request; establishing a secure process for reviewing financial, operational, and other requested records; confirming the scope, deliverables, and anticipated timeline with OHA; and developing the framework and content for the final report and recommendation to OHA. The five Phase One items had been completed.

Chair Souza recognized Trustee Lindsey.

Trustee Lindsey summarized: Requested to review Phase One due diligence materials to assist in making an informed decision regarding authorization to proceed with Phase Two.

Chair Souza summarized: Phase One materials had been prepared for presentation during executive session and were therefore not available for discussion in open session. How can the Committee make an informed decision on proceeding with Phase Two without the information intended to be presented in executive session?

Trustee Lindsey summarized: A decision would not be made without reviewing the Phase One information and explained she supported Trustee Akaka's earlier request for clarification. She would not support the potential acquisition of KITV.

Chair Souza summarized: The importance of providing Trustees with the information necessary to make an informed decision is critical when conducting due diligence.

Chair Souza called for a recess at 12:46 PM.

Recess.

The meeting reconvened at 12:52 PM.

Chair Souza recognized Trustee Akaka.

Trustee Akaka summarized: Restated previously expressed concerns regarding the due diligence process and the potential acquisition of KITV and KIKU, including the potential financial and organizational risks to OHA.

Chair Souza moved to approve Action Item ILM #26-08.

No further discussion.

Chair Souza calls for VOTE.

						12:53 PM
TRUSTEE	1	2	'AE (YES)	A'OLE (NO)	KANALUA (ABSTAIN)	EXCUSED
DAN AHUNA			X			
KALEIHIKINA AKAKA				X		
KELI'I AKINA						X
LUANA ALAPA				X		
BRICKWOOD GALUTERIA			X			
KAIALII KAHELE			X			
CARMEN HULU LINDSEY				X		
VICE-CHAIR JOHN WAIHE'E			X			
CHAIR J. KEONI SOUZA	1		X			
TOTAL VOTE COUNT			5	3	0	1

VOTE: [] UNANIMOUS [5] PASSED [] DEFERRED [] FAILED

V. New Business

B. Action Item ILM #26-09: Approval of up to an additional \$50,000 for Phase 2 due diligence activities for the proposed transfer of Kānei'olouma Heiau Complex, Kōloa, Kaua'i, to the Office of Hawaiian Affairs, in furtherance of Action Item ILM #25-03.

No testifiers.

Chair Souza recognized Summer Sylva, Interim Ka Pouhana (CEO) and Lori Walker, Legacy Land Manager.

Ka Pouhana Sylva summarized: The proposed acquisition would support the preservation of approximately 20 acres containing archaeological features, traditional and customary practices, and other culturally significant resources, while advancing OHA's stewardship of legacy lands for the benefit of Native Hawaiian beneficiaries.

The Board previously approved Phase One of the due diligence process and that Action Item ILM #26-08 seeks an additional \$50,000 to proceed with Phase Two due diligence. The work of OHA's Land team had requested the Committee's support to continue evaluating the potential acquisition.

Chair Souza recognized Trustee Waihe'e.

Trustee Waihe'e summarized: What budget is this coming out of?

Manager Walker summarized: The additional due diligence funding would be reallocated from previously approved but unused funds associated with the discontinued Kahana Valley due diligence process.

Chair Souza recognized Trustee Kahele.

Trustee Kahele summarized: Requested an update on the status of discussions with the County of Kaua'i regarding the transfer of the Heiau Complex to OHA, including the Administration's current efforts to complete the transfer.

Manager Walker summarized: OHA has been working closely with the County of Kaua'i and is entering into negotiations for a letter of intent or transfer agreement in preparation for a potential transfer. Due diligence is

approximately 90% complete and has included review of property documents, stakeholder outreach, a Phase I Environmental Site Assessment, and a property condition assessment. The current action item seeks additional funding to complete the remaining due diligence.

Trustee Kahele summarized: Would the additional \$50,000 in due diligence funding be sufficient to complete the remaining work and position OHA to finalize the transfer with the County of Kaua’i, either by the end of the year or in 2027?

Manager Walker summarized: The intent is to complete the remaining due diligence within the additional funding request of up to \$50,000 and anticipated that no further due diligence funding would be needed. Upon completion, staff expect to provide the Board with a comprehensive recommendation regarding the proposed transfer.

Chair Souza recognized Trustee Alapa.

Trustee Alapa summarized: Requested information regarding the long-term sustainability and anticipated stewardship costs associated with the property and asked whether those costs are still being evaluated as part of the due diligence process.

Manager Walker summarized: That information will be included in our final report.

Trustee Akaka summarized: Have the recent storms affected the property, particularly given previously identified drainage and stewardship concerns, and asked whether any impacts would be evaluated before proceeding further with the potential transfer?

Trustee Souza recognized Trustee Ahuna.

Trustee Ahuna summarized: The cultural significance of the property and the need to protect burial sites from the impacts of recurring flooding and drainage issues are critical concerns. In support of OHA acquiring the property and serving as a co-steward with the community to improve management, protect cultural resources, and support continued community access. It belongs to us and we should be co-stewarding it with our people.

Trustee Akaka summarized: How would OHA manage the property amid recurring storm-related challenges and would an agreement with a civic club, the county, or a Native Hawaiian organization support shared stewardship?

Trustee Ahuna summarized: Drainage from surrounding development contributes to recurring flooding at the cultural site, even during ordinary rainfall. OHA should take a more active role in stewarding the area and addressing the conditions affecting it.

Chair Souza moved to approve up to an additional \$50,000 for Phase 2 due diligence related to the proposed transfer of the Kaua’i complex to OHA, in furtherance of Action Item ILM 25-03. Opened the floor for discussion and questions.

Manager Walker summarized: Potential stewardship partnerships are a major part of the due diligence review and will be addressed in the report.

No further discussion.

Chair Souza calls for VOTE.

						1:17 PM
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TRUSTEE		1	2	'AE (YES)	A'OLE (NO)	KANALUA (ABSTAIN)	EXCUSED
DAN	AHUNA			X			
KALEIHIKINA	AKAKA			X			
KELI'I	AKINA						X
LUANA	ALAPA			X			
BRICKWOOD	GALUTERIA			X			
KAIALII	KAHELE			X			
CARMEN HULU	LINDSEY					X	
VICE-CHAIR JOHN	WAIHE'E			X			
CHAIR J. KEONI	SOUZA	1		X			
TOTAL VOTE COUNT				7	0	0	1

VOTE: [] UNANIMOUS [7] PASSED [] DEFERRED [] FAILED

VI. ADJOURNMENT

Trustee Waihe'e moved to adjourn.

No testifiers.

Chair Souza calls for a **ROLL CALL VOTE**.

							1:19 PM
TRUSTEE		1	2	'AE (YES)	A'OLE (NO)	KANALUA (ABSTAIN)	EXCUSED
DAN	AHUNA						Left meeting at 1:18 PM
KALEIHIKINA	AKAKA			X			
KELI'I	AKINA						X
LUANA	ALAPA			X			
BRICKWOOD	GALUTERIA			X			
KAIALII	KAHELE			X			
CARMEN HULU	LINDSEY			X			
VICE-CHAIR JOHN	WAIHE'E	1		X			
CHAIR J. KEONI	SOUZA			X			
TOTAL VOTE COUNT				7	0	0	1

VOTE: [] UNANIMOUS [7] PASSED [] DEFERRED [] FAILED

Chair Souza adjourns the ILM meeting at 1:19 PM.

Respectfully submitted,

Kauai Robello
Trustee Secretary
Committee on Investment and Land Management

As approved by the Committee on Investment and Land Management (ILM) on October 7, 2026.

Trustee J Keoni Souza
Chair
Committee on Investment and Land Management

DRAFT



Keoni Souza - *Chairperson*
John D. Waihe'e IV - *Vice Chair*

Phone: (808) 594-1888
Fax: (808) 594-1868

MEMBERS

Dan Ahuna
Kaleihikina Akaka
Keli'i Akina, Ph.D.
Luana Alapa
Brickwood Galuteria
Kaiali'i Kahele
Carmen "Hulu" Lindsey

OFFICE OF HAWAIIAN AFFAIRS
KE'ENA KULEANA HAWAI'I
INVESTMENT AND LAND MANAGEMENT COMMITTEE
560 N. Nimitz Hwy., Suite 200
Honolulu, HI 96817

Board Packet

IV. New Business

**A. Action Item ILM #26-10: Approval of Resolutions of the Board of Trustees,
Office of Hawaiian Affairs, Related to Amending the Operating Agreements
for Hi'ilei Aloha LLC and Hi'ipaka LLC**



OFFICE OF HAWAIIAN AFFAIRS
Action Item

COMMITTEE ON INVESTMENT AND LAND MANAGEMENT

October 7, 2026

ILM #26-10

Action Item: **Approval of Resolutions of the Board of Trustees, Office of Hawaiian Affairs, Related to Amending the Operating Agreements for Hi'ilei Aloha LLC and Hi'ipaka LLC.**

Prepared by:	 _____ Everett Ohta (<i>By Request</i>) General Counsel	10/01/2026 _____ Date
Reviewed by:	 _____ Dhiren Patel Chief Financial Officer	10/01/2026 _____ Date
Reviewed by:	 _____ Summer L.H. Sylva Interim Chief Administrator	10/01/2026 _____ Date
Reviewed by:	 _____ Keoni Souza Chairperson, Committee on Investment and Land Management	10/01/2026 _____ Date

Action Item ILM #26-10: Approval of Resolutions of the Board of Trustees, Office of Hawaiian Affairs, Related to Amending the Operating Agreements for Hi‘ilei Aloha LLC and Hi‘ipaka LLC

I. PROPOSED ACTION

The Committee on Investment and Land Management recommends that the Board of Trustees approve and ratify the Resolutions of the Board of Trustees, Office of Hawaiian Affairs, and in its capacity as the Member of Hi‘ilei Aloha LLC, amends and restates the Operating Agreement of Hi‘ilei Aloha LLC and further directs the Managers of Hi‘ilei Aloha LLC, as the Member of Hi‘ipaka LLC, to amend the Operating Agreement of Hi‘ipaka LLC, as set forth in Attachments A-C.

II. ISSUE

Whether to approve and ratify the Resolutions of the Board of Trustees, Office of Hawaiian Affairs, and in its capacity as the Member of Hi‘ilei Aloha LLC, amends and restates the Operating Agreement of Hi‘ilei Aloha LLC and further directs the Managers of Hi‘ilei Aloha LLC, as the Member of Hi‘ipaka LLC, to amend the Operating Agreement of Hi‘ipaka LLC, as set forth in Attachments A-C.

III. BACKGROUND & DISCUSSION

The Office of Hawaiian Affairs (“OHA”) is the sole member of a limited liability company, Hi‘ilei Aloha LLC (“Hi‘ilei Aloha”), which is further the sole member of a limited liability company, Hi‘ipaka LLC (“Hi‘ipaka”), a 501(c)(3) non-profit organization that stewards, operates, and holds title to Waimea Valley, O‘ahu.

In 2019, the OHA Board of Trustees (“BOT”) amended the Operating Agreement of Hi‘ilei Aloha to require persons who are not OHA executives to serve as Managers of Hi‘ilei Aloha and to approve the decision of the then-OHA Managers of Hi‘ipaka to amend the Operating Agreement of Hi‘ipaka to require persons who are not OHA executives to serve as Managers of Hi‘ipaka. (see RM #19-08 (May 29, 2019)). The BOT also approved a “Resolutions of the Board of Trustees Office of Hawaiian Affairs” to memorialize and carry out the actions of the BOT.

The Trustees desire to further amend the Operating Agreement of Hi‘ilei Aloha and that Hi‘ilei Aloha, as the sole member of Hi‘ipaka, further amend the Operating Agreement of Hi‘ipaka, to require that OHA, through its BOT, consent to the hiring of a Chief Operating Officer or Executive Director of Hi‘ilei Aloha or Hi‘ipaka by their respective Managers. The Trustees further desire to amend the Operating Agreements, as described above, to increase the reporting of Hi‘ilei Aloha and Hi‘ipaka to OHA, to include: quarterly financial statements; audited financial statements and auditor’s reports and Form 990; annual reporting on performance and new programmatic initiatives; notice of significant management changes, material litigation, serious safety or environmental incident, cyber-attacks or data breaches, suspected fraud, major financial losses, or natural disasters; and other such information as may be reasonably requested by OHA.

Action Item ILM #26-10: Approval of Resolutions of the Board of Trustees, Office of Hawaiian Affairs, Related to Amending the Operating Agreements for Hi‘ilei Aloha LLC and Hi‘ipaka LLC

IV. TIMEFRAME

This action shall be effective immediately upon approval by the Board of Trustees. The approved Resolutions and draft Operating Agreements shall be transmitted to the Managers of Hi‘ilei Aloha and Hi‘ipaka for further action aligned with the Member’s Resolution and directives.

V. BUDGET AUTHORIZATION

No funding is required.

VI. RECOMMENDATION

The Committee on Investment and Land Management recommends that the Board of Trustees approve and ratify the Resolutions of the Board of Trustees, Office of Hawaiian Affairs, and in its capacity as the Member of Hi‘ilei Aloha LLC, amends and restates the Operating Agreement of Hi‘ilei Aloha LLC and further directs the Managers of Hi‘ilei Aloha LLC, as the Member of Hi‘ipaka LLC, to amend the Operating Agreement of Hi‘ipaka LLC, as set forth in Attachments A-C.

VII. ALTERNATIVES

- A. Take no action.
- B. Amend the Resolutions and revised Operating Agreements.

VIII. ATTACHMENTS

- A. Resolutions of the Board of Trustees Office of Hawaiian Affairs
- B. A proposed Third Amended and Restated Operating Agreement of Hi‘ilei Aloha LLC to be executed by the Managers of Hi‘ilei Aloha LLC.
- C. A proposed Fifth Amended and Restated Operating Agreement of Hi‘ipaka LLC to be executed by the Managers of Hi‘ipaka LLC.
- D. Redline of proposed Third Amended and Restated Operating Agreement of Hi‘ilei Aloha LLC
- E. Redline of proposed Fifth Amended and Restated Operating Agreement of Hi‘ipaka LLC

Attachment A:
Resolutions
of the Board of Trustees
Office of Hawaiian
Affairs

RESOLUTIONS OF THE BOARD OF TRUSTEES
OFFICE OF HAWAIIAN AFFAIRS

Adopted: _____

WHEREAS, on or about May 30, 2019, the OFFICE OF HAWAIIAN AFFAIRS, acting as the Member of HI'ILEI ALOHA LLC, Hawai'i limited liability company, approved and executed a SECOND AMENDED AND RESTATED OPERATING AGREEMENT OF HI'ILEI ALOHA LLC pursuant to which amendment the Managers of HI'ILEI ALOHA LLC were no longer to be senior executive officers of the OFFICE OF HAWAIIAN AFFAIRS; and

WHEREAS, on or about May 30, 2019, the Managers of HI'ILEI ALOHA LLC, acting at the request of its Member the OFFICE OF HAWAIIAN AFFAIRS, and acting in their capacity as Member of HI'IPAKA LLC, approved and executed a FOURTH AMENDED AND RESTATED OPERATING AGREEMENT OF HI'IPAKA LLC pursuant to which amendment the Managers of HI'IPAKA LLC were no longer to be senior executive officers of the OFFICE OF HAWAIIAN AFFAIRS; and

WHEREAS, in order to assist the Trustees of the OFFICE OF HAWAIIAN AFFAIRS to fulfill their fiduciary obligations with respect to trust assets held by HI'ILEI ALOHA LLC and HI'IPAKA LLC, the OFFICE OF HAWAIIAN AFFAIRS desires to amend the Operating Agreements of HI'ILEI ALOHA LLC and HI'IPAKA LLC to implement certain approval rights and to require periodic reporting by HI'ILEI ALOHA LLC and HI'IPAKA LLC to the OFFICE OF HAWAIIAN AFFAIRS.

NOW, THEREFORE, BE IT RESOLVED that the OFFICE OF HAWAIIAN AFFAIRS, in its capacity as the Member of HI'ILEI ALOHA LLC, in order to implement certain approval rights and information requirements of HI'ILEI ALOHA LLC, approves and authorizes a THIRD AMENDED AND RESTATED OPERATING AGREEMENT OF HI'ILEI ALOHA LLC in the form presented to the Trustees.

FURTHER, RESOLVED, that OFFICE OF HAWAIIAN AFFAIRS, in its capacity as the Member of HI'ILEI ALOHA LLC, in order to implement certain approval rights and information requirements of HI'IPAKA LLC, directs the Managers of HI'ILEI ALOHA LLC. in their capacity as Member of HI'IPAKA LLC, to approve and authorize a FIFTH AMENDED AND RESTATED OPERATING AGREEMENT OF HI'IPAKA LLC in the form presented to the Trustees.

FURTHER, RESOLVED, that the Chief Executive Officer of the OFFICE OF HAWAIIAN AFFAIRS and the Managers of HI'ILEI ALOHA LLC be and are hereby authorized in each and every respect to observe and perform all of the covenants, provisions, terms and conditions upon the part of this Corporation to be observed and performed under these Resolutions, and that they are hereby authorized to execute and deliver the THIRD AMENDED AND RESTATED OPERATING AGREEMENT OF HI'ILEI ALOHA LLC and the FIFTH AMENDED AND RESTATED OPERATING AGREEMENT OF HI'IPAKA LLC a certified copy of this Resolution and any other such corporate papers, certificates and documents as may be required by the Trustees, and to do all such things and take any and all such other actions as may be necessary, proper, appropriate or convenient in order to effectuate the intent of this Resolution and consummate the THIRD AMENDED AND RESTATED OPERATING AGREEMENT OF HI'ILEI ALOHA LLC and the FIFTH AMENDED AND RESTATED OPERATING AGREEMENT OF HI'IPAKA LLC.

Attachment B:
Proposed Third Amended
and Restated Operating
Agreement of Hi‘ilei
Aloha LLC to be executed
by the Managers of Hi‘ilei
Aloha LLC (clean)

THIRD AMENDED AND RESTATED OPERATING AGREEMENT
of
HI`ILEI ALOHA LLC
(MANAGER-MANAGED)

This Operating Agreement (“Agreement”), made and entered into as of September 26, 2007, and amended and restated as of October____, 2026 is made by and between OFFICE OF HAWAIIAN AFFAIRS, a body corporate and instrumentality of the State of Hawai`i, whose address is 560 North Nimitz Highway, Suite 200, Honolulu, Hawai`i 96817 (“Member”), and HI`ILEI ALOHA LLC, a Hawai`i limited liability company, whose address is 59-864 Kamehameha Highway, Haleiwa, Hawai`i 96712 (the “Company”).

ARTICLE I
FORMATION OF COMPANY

1.01 Formation. The Company shall be, and has been, organized as a Hawai`i limited liability company, by executing and delivering Articles of Organization to the Department of Commerce and Consumer Affairs of the State of Hawai`i (“DCCA”) in accordance with and pursuant to Chapter 428 of the Hawai`i Revised Statutes (the “Act”).

1.02 Name. The name of the Company is HI`ILEI ALOHA LLC.

1.03 Principal Place of Business. The principal place of business of the Company is 59-864 Kamehameha Highway, Haleiwa, Hawai`i 96712. The Company may locate its place(s) of business and registered office at any other place or places as the Manager(s) may deem advisable.

1.04 Registered Office and Registered Agent. The Company’s registered office is at 59-864 Kamehameha Highway, Haleiwa, Hawai`i 96712, and its initial registered agent was Clyde W. Nāmu`o. The registered office and registered agent may be changed by the Manager(s) by filing the address of the new registered office and/or the name of the new registered agent with the DCCA pursuant to the Act.

1.05 Term. The Term of the Company shall be from the filing of the Articles of Organization with the DCCA until dissolved in accordance with either the provisions of this Operating Agreement or the Act.

ARTICLE II
BUSINESS OF COMPANY

2.01 Non-Profit Company. The Company is intended to operate as a non-profit limited liability company exempt from federal income tax under Sections 501(a) and 501(c)(3) of the Internal Revenue Code and to which deductible contributions may be made under Section 170(c)(2) of the Internal Revenue Code. The Company shall not engage in any activity not permitted to be carried out by a company exempt from federal income tax under Sections 501(a) and 501(c)(3) of the Internal Revenue Code to which deductible contributions may be made under Section 170(c)(2) of the Internal Revenue Code.

2.02 Purposes. The Company is formed and shall be operated exclusively to further the following exempt purposes:

a. to study the history and culture of the Hawaiian people, including their ancestral and modern lifestyles, traditions, customs, practices, activities, values and beliefs (including, by way of example, agricultural and farming, hunting, gathering, fishing, nourishment, housing, language, music, dance, religion, economy, trade, social and governmental practices);

b. to educate the Hawaiian people and all people on the history and culture of the Hawaiian people as described in Section 2.02.a, including, for example, through educational tours, lectures, displays, models, demonstrations, courses, pamphlets, books, employment opportunities, and scientific studies;

c. to scientifically investigate and study, and to educate the Hawaiian people and all people as to the plants, land and water resources, fish and marine resources, birds, animals and other wildlife, and ecosystems endemic or early introduced to the Hawaiian Islands, and their role in Hawaiian history, civilization and culture, and to preserve, protect, enhance, and encourage the propagation and protection of such endemic life in protected and appropriate natural surroundings;

d. to preserve, protect, enhance, develop and promote Hawaiian historical, archaeological, environmental, cultural, spiritual and religious values, customs, practices, resources and sites;

e. to educate, train, assist and prepare Hawaiians for leadership in government, business and community affairs;

f. to receive contributions and pay them over to organizations which are described in Section 501(c)(3) and exempt from taxation under Section 501(a) of the Internal Revenue Code;

g. such other religious, charitable, scientific, literary, educational and other purposes permitted by Section 501(c)(3) of the Internal Revenue Code as may be determined by the Member from time to time;

h. to manage and assist the carrying out of these exempt purposes either by the Company or by related companies formed to carry out solely one or more of these exempt purposes; and

i. to have and exercise all of the powers conferred by law on limited liability companies of Hawaii, but only to the extent permitted for a company described in Section 501(c)(3) of the Internal Revenue Code and exempt from federal income tax under Section 501(a) of the Internal Revenue Code, and to which deductible contributions may be made under Section 170(c)(2) of the Internal Revenue Code.

2.03 Nonpartisanship; Noninvolvement in Lobbying. The purposes of the Company shall be pursued without political partisanship or lobbying, and the Company shall not become involved in, nor shall any of its funds be used for, the support of or opposition to any candidate

or appointee for public office or to lobby for or against any governmental legislation, rule, or regulation.

ARTICLE III

NAME, ADDRESS AND E-MAIL ADDRESS OF MEMBER

3.01 The name, address, and electronic mail address of the Member of the Company is as follows:

Name:

Address:

Office of Hawaiian Affairs

560 North Nimitz Highway, Suite 200

Honolulu, Hawai'i 96817

E-mail address: info@oha.org

ARTICLE IV

RIGHTS AND DUTIES OF MANAGERS

4.01 Management. The business and affairs of the Company will be managed by three (3) managers (the "Managers"). The Managers shall have the power and authority to manage and control the business of the Company and to bind the Company, subject to the limitations in Section 4.11 below and any limitations contained in the Act. Except for situations in which the approval of the Member is required by this Operating Agreement, the Managers have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incidental to the management of the Company's business. The Managers may make decisions and take actions only with the consent of all Managers, unless the matter concerns a decision regarding a matter of an amount or value of less than \$50,000.00 or unless otherwise provided in this Operating Agreement (e.g., Section 4.06 below), in which event the decision and/or action of a single Manager alone will be sufficient to bind the Company, subject to the provisions of Section 4.12 below.

4.02 Managers. The Company shall have three (3) Managers. Following the resignation of the current Managers, the Member shall appoint three (3) Managers, each to serve staggered terms of approximately three (3) years, two (2) years, and one (1) year. The terms shall end on the last day of the month when each Manager takes office. Subsequently, the Member shall appoint each Manager to serve a new three (3) year term or the remainder of an unexpired three (3) year term. The Managers shall not be OHA employees and can only be removed for cause.

4.03 Certain Powers of Managers; Restriction on Member's Authority. Without limiting the generality of Section 4.01, and subject to the limitations contained in Section 4.11, the Managers shall have the power and authority on behalf of the Company to:

a. acquire or lease any real or personal property from any Person, pursuant to the conflict-of-interest policy;

b. borrow money for the Company from banks, other lending institutions, or the Member on such terms as the Managers deem appropriate, and in connection therewith, to

hypothecate, mortgage, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums;

c. construct, operate, maintain and improve any real and personal property owned by the Company;

d. prepay, in whole or in part, refinance, amend, modify or extend any mortgages or trust deeds affecting the assets of the Company and in connection therewith to execute for and on behalf of the Company any extensions, renewals or modifications of such mortgages or trust deeds;

e. purchase liability and other insurance to protect the Company's property and business;

f. hold and own Company real and personal properties in the name of the Company;

g. invest Company funds in time deposits, short-term governmental obligations, commercial paper or other investments;

h. at the direction of the Member, sell, exchange or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan as long as such disposition is not in violation of, or a cause of a default under, any other agreement to which the Company may be bound, the Act, or Section 501(c)(3) of the Internal Revenue Code;

i. execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes and other negotiable instruments; mortgages or deeds of trusts; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments and bills of sale; leases; and any other instruments or documents necessary or desirable to the business of the Company;

j. employ accountants, legal counsel, managing agents, tradespeople, contractors, subcontractors or other Persons to perform services for the Company;

k. enter into any and all other agreements on behalf of the Company, in such forms as the Managers may approve; and

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

Unless authorized to do so by this Operating Agreement or by the Managers, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Managers to act as an agent of the Company in accordance with the preceding sentence.

4.04 Liability for Certain Acts. The Managers shall perform their respective duties as Managers in good faith, in a manner they reasonably believe to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. No Manager shall be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence or willful misconduct by said Manager.

4.05 Members and Managers; Limited Duty of Loyalty. The duty of loyalty of any Member or Manager of the Company is not violated by participation in the formation, management, and performance of services for, employment by, or actions in support of any of the following entities:

- a. Office of Hawaiian Affairs, or
- b. any other entity (existing currently or in the future) of which Office of Hawaiian Affairs or Hi`ilei Aloha LLC is a member, which is intended to further the purposes of Office of Hawaiian Affairs as described in Chapter 10 of the Hawai`i Revised Statutes.

Except as stated above, neither the Member(s) (to the limited extent of the managerial authority under Section 4.11 hereof) or Managers of the Company shall compete with the Company in the conduct of the Company's business before the dissolution of the Company, nor during any period in which such person or entity participates in the winding up of the Company's business. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Managers or Member(s) or to the income or proceeds derived therefrom.

4.06 Bank Accounts. The Managers may from time-to-time open bank accounts in the name of the Company, and the Managers shall be signatories thereon. Checks and drafts of less than \$10,000.00 may be executed by any Manager, and checks and drafts of \$10,000.00 or more shall be signed by two or more Managers.

4.07 Indemnity of the Managers.

a. Subject to the limitations and conditions provided in this Section 4.07, each Person ("Indemnified Person") who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigative ("Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he, she, or a Person of whom he or she is the legal representative, is or was a Manager of the Company or is or was serving as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another entity that is or was a Manager shall be indemnified by the Company against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable costs and expenses (including, without limitation, attorneys' fees) actually incurred by such Indemnified Person in connection with such Proceeding if such Indemnified Person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a

presumption that the Indemnified Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, that the Indemnified Person had reasonable cause to believe that his conduct was unlawful.

b. To the extent that an Indemnified Person has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Section 4.07.a., or in defense of any claim, issue or matter therein, he will be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith.

c. Any indemnification under this Section 4.07 (unless ordered by a court) shall be made by the Company only as authorized in the specific case, upon a determination that indemnification is proper in the circumstances because he has met the applicable standard of conduct set forth therein. Such determination shall be made by the sole Member. If there is no disinterested Member, then the determination shall be made by the Company's independent legal counsel, whose fees must be paid by the Company.

d. Indemnification under this Section 4.07 shall continue as to an Indemnified Person who has ceased to serve in the capacity which initially entitled such Indemnified Person to indemnity hereunder. The rights granted pursuant to this Section 4.07 shall be deemed contract rights, and no amendment, modification or repeal of this Section 4.07 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

e. The right to indemnification conferred by this Section 4.07 shall include the right to be paid or reimbursed by the Company for the reasonable expenses incurred in advance of the final disposition of the Proceeding and without any determination as to the Indemnified Person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Indemnified Person of his good faith belief that he has met the standard of conduct necessary for indemnification under this Section 4.07 and a written undertaking, by or on behalf of such Indemnified Person, to repay all amounts so advanced if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified under this Section 4.07 or otherwise.

4.08 Reimbursement to Managers. The Company shall reimburse the Managers for all ordinary, necessary, and direct expenses incurred by the Managers on behalf of the Company in carrying out the Company's business activities.

4.09 Execution of Documents. Any document or instrument of any and every nature, including without limitation, any agreement, contract, deed, lease, promissory note, mortgage or deed of trust, security agreement, financing statement, pledge, assignment, bill of sale and certificate, which is intended to bind the Company or convey or encumber title to its real or personal property shall be valid and binding for all purposes only if executed by two or more of the Managers as provided in Section 4.01 above.

4.10 Delegation of Manager's Authority. Notwithstanding the provisions of this Article IV, the Managers may delegate in writing authority to one or more of the Company's employees, agents or independent contractors to write checks, sign contracts and other

documents described in Section 4.09, hire and fire personnel, or take such other actions on behalf of the Company as may be necessary or useful to the management and operation of the Company, subject to such financial limits or other limitations as the Managers shall describe in such written authorization, and subject to the limitations on the Managers' authority as set forth in Section 4.11.

4.11 Limitations on Managers' Authority. Only with the written consent of the Member may the Manager, with respect to the Company and the Company's subsidiary (the "Company's Subsidiary"):

- a. add new Members;
- b. authorize the sale or mortgage of any interest in real estate held by the Company;
- c. authorize any lease, license, or occupancy, extending more than 10 years;
- d. provide any salary, bonus, loan or other benefit, other than reimbursement of costs, to any Manager;
- e. authorize the sale, exchange or disposition of all or substantially all of the assets of the Company as part of a single transaction or plan, which may be carried out as long as such disposition is not in violation of, or a cause of a default under, any other agreement to which the Company may be bound, the Act, or Section 501(c)(3) of the Internal Revenue Code;
- f. authorize the dissolution of the Company;
- g. amend this Operating Agreement and the Articles of Organization of the Company; or
- h. hire a Chief Operating Officer or Executive Director selected by the Managers.

Once 100% of the Members' written authorization is received by the Company, the Managers shall have the authority to bind the company by negotiating and signing any document necessary or useful to carry out the Member-authorized transaction. The Member's written authorization will be effective if executed by all Managers of the Member on behalf of the Member. If one of the Managers is also a manager of the Member, that will not alter the application of this Section..

4.12 Deadlock/Conflict. If for any reason (a) one of the Managers is disqualified from rendering a decision or taking an action on behalf of the Company as a result of a conflict of interest, and (b) the two remaining Managers are unable to agree, then the decision or action of the most senior Manager in time of service shall control in the absence of a conflict of interest or other circumstance which, under policies adopted by the Company, would disqualify said Manager from rendering the decision or taking the action, in which case the decision or action of the next most senior Manager in time of service shall control.

If for any reason all of the Managers are disqualified from rendering a decision or taking an action on behalf of the Company as a result of a conflict of interest, their designee shall, after

exercising due diligence in accordance with the procedures set forth in the Company's policy on Financial Conflicts of Interest, render the decision or take the action in question.

4.13 Resignation and Termination. Any Manager of the Company may resign at any time by giving written notice to the Member. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute withdrawal of a Member. A Manager may only be terminated for cause.

ARTICLE V

MEMBERS; RIGHTS AND OBLIGATIONS OF MEMBER

5.01 Member. The Office of Hawaiian Affairs, a body corporate and instrumentality of the State of Hawai'i and hence a Qualifying Organization within the meaning of Section 5.02 below, is the sole Member of the Company ("Initial Member").

5.02 Qualifying Organization. As used herein, the term "Qualifying Organization" shall refer to any entity which is described in Section 501(c)(3) of the Internal Revenue Code and exempt from taxation under Section 501(a) of the Internal Revenue Code, a governmental unit, or wholly-owned instrumentality of a state or political subdivision thereof.

5.03 Membership Limited to Qualifying Organizations. No entity may be or become a Member of this Company, and no direct or indirect transfer of a membership interest may be made to any entity, except a Qualifying Organization.

5.04 Admission of Additional Members. Additional members may be admitted to the Company upon the consent of the existing Member only if they are Qualifying Organizations as defined in Section 5.02. This Operating Agreement is designed exclusively for a single-member limited liability company, and the existence of more than one member would require very substantial revision of this Operating Agreement and would require the written agreement of all Members. No entity shall be deemed to have been admitted as an additional member of the Company unless that entity's signature appears on this Agreement as duly amended or restated and unless that entity's signature has been duly notarized.

5.05 Cessation of Member as Qualifying Organization. If a Member at any time shall cease to be a Qualifying Organization, then the Company will be dissolved and terminated unless and until its Members are Qualifying Organizations, and then only if State law permits the continuation or reinstatement of the Company.

5.06 Enforcement of Rights. A Member shall expeditiously and vigorously enforce all of its rights in the Company and pursue all legal and equitable remedies to protect its interests in the Company.

5.07 Limitation of Liability. Each Member's liability shall be limited to the full extent set forth in this Operating Agreement, the Act and other applicable law.

5.08 Company Debt Liability. A Member shall not be personally liable for any debts or losses of the Company beyond its capital contribution except as otherwise required by law.

5.09 List of Members. Upon the written request of any Member, the Managers shall provide a list showing the names, addresses and Membership Interests of all Members.

5.10 Company Books. The Managers shall maintain and preserve, during the term of the Company, the accounts, books, and other relevant Company documents. Upon reasonable written request, any Member shall have the right, at any time during ordinary business hours, to inspect and copy, at the Company's expense, the writings listed in Section 8.04, and any other Company documents if and to the extent required by Hawai'i law.

5.11 Reporting. In order to assist the Member in satisfying its fiduciary duties with respect to the Company and the Company's Subsidiary, and in preparing the Member's financial reports, the Managers shall provide the following information to the Member regarding the Company and the Company's Subsidiary:

a. Financial Information. Quarterly financial statements, including balance sheet, operating statements and budget-to-actual results (within 45 days after the end of each calendar quarter), and annual capital and operating budgets, audited financial statements and auditor's reports and Form 990 of the Company and the Company's Subsidiary (within 30 days after completion).

b. Programmatic Information. Annual report on performance of the Company and the Company's Subsidiary in satisfying the Company's and the Company's Subsidiary's charitable purposes, including new programmatic initiatives (within 90 days after each year end).

c. Operating Information. Notice of significant management (COO and CFO) or organizational changes, material litigation, serious safety or environmental incidents, cyber- attacks or data breaches, suspected fraud, major financial losses or natural disasters of the Company or the Company's Subsidiary (within 30 days after each occurrence).

d. Other Information. Such other information as the Managers may reasonably request of the Company or the Company's Subsidiary from time to time.

ARTICLE VI

MEETINGS OF MEMBERS

6.01 Meetings of and Voting by Members.

a. If there is more than one Member, each Member shall have a vote as shall be determined by amendment to this Operating Agreement pursuant to Section 5.04 above.

b. A meeting of the Member(s) may be called at any time by any Manager or Member. Not less than five (5) nor more than thirty (30) days before each meeting, a Manager shall give written notice of the meeting to the sole Member, or if there is more than one Member, to each Member entitled to vote at the meeting. The notice shall state the time, place and purpose of the meeting. If any Member so requests, a Manager shall arrange for any Member to

participate by telephone or any other voice communications medium, so long as the communications arrangements enable all Members to hear each other. The presence in person or by proxy or by any voice communications medium of Members holding not less than a Majority Interest shall constitute a quorum.

c. Except as otherwise specifically provided in this Operating Agreement, the affirmative vote of Members holding a Majority Interest shall be required and sufficient to approve any matter coming before the Members, including matters which under the Act (but for this Operating Agreement provision) would require unanimous consent of the Members.

d. In lieu of holding a meeting, the Members may vote or otherwise take action by written consent of the Members. Faxed signatures on consents are valid. Prompt notice of the taking of the action without a meeting by less than unanimous consent shall be given in writing to those Members who were entitled to vote but did not consent in writing.

ARTICLE VII

CONTRIBUTIONS TO THE COMPANY

7.01 Contribution of Cash in Exchange for Membership. Immediately after the parties have signed this Agreement, Member shall contribute cash in the amount of \$100,000 to the Company, in full compensation for its membership in the Company.

7.02 Possible Future Contributions; Member Not Obligated. The Member expects to contribute to the Company Member's real estate and related holdings located in Pūpūkea and Waimea, District of Koʻolauloa, City and County of Honolulu, State of Hawaii, and may in the future contribute other assets to the Company, all of which shall be used and operated in accordance with the Company's exempt purposes. However, the Member has no duty to make any contribution of capital or property to the Company under any circumstance or for any reason.

7.03 Additional Funding. If the Managers determine at any time that there is a need for additional funds to meet the expenses and obligations of the Company, the Managers shall give written notice (the "Cash Needs Notice") to the sole Member, or if there is more than one Member, to each Member of the amount of additional funds needed together with such information as may be necessary or requested by the Member to evidence the need for the funds and the proposed uses thereof (the required amount of funds are referred to as the "Required Funds"). Any Member may, but is not obligated to, contribute or loan any Required Funds on terms to be agreed upon between the Member and the Company. The Managers shall not loan any funds to the Company.

ARTICLE VIII

DISTRIBUTIONS, SALARIES, LOANS, RECORDS AND RETURNS

8.01 Limitation upon Distributions. No distribution or return of capital contributions may be made and paid if the financial condition of the Company does not permit such action under Hawai'i law (currently Hawai'i Revised Statutes Section 428-406). No assets of the Company may be transferred, granted or distributed, whether directly or indirectly, to any entity other than a Qualifying Organization, except in exchange for fair market value. The Company

shall not distribute any assets, other than in exchange for fair market value, to any Member which has ceased being a Qualifying Organization or governmental unit or instrumentality.

8.02 Salaries. Neither the Managers nor any Member shall be entitled to receive a salary for services rendered to the Company, unless the salary and its amount are consented to in writing by the Member.

8.03 Loans to Company. Nothing in this Operating Agreement prevents any Member from making secured or unsecured loans to the Company by agreement with the Managers.

8.04 Records. At the expense of the Company, the Managers shall maintain records and accounts of the operations and expenditures of the Company and the Company's Subsidiary. At a minimum, the Company will keep at its principal place of business the following records:

a. A current list of the full name and last known address of each Member setting forth the amount of cash each Member has contributed, a description and statement of the agreed value of the other property or services each Member has contributed or has agreed to contribute in the future, and the date on which each became a Member;

b. A copy of the Articles of Organization of the Company and the Company's Subsidiary and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

c. Copies of the Company's and the Company's Subsidiary's federal and state income tax returns and reports, if any, for the three (3) most recent years and of any financial statements of the Company for the three (3) most recent years; and

d. Copies of the Company's currently effective written Operating Agreement and all amendments thereto.

8.05 Returns and Other Elections. The Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Internal Revenue Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, will be furnished to the Member within a reasonable time after the end of the Company's fiscal year upon the Member's written request. All elections permitted to be made by the Company under federal or state laws will be made by the Managers in their sole discretion.

ARTICLE IX TRANSFERABILITY

9.01 General. Except as may otherwise be specifically permitted in this Operating Agreement, no Member shall have the right to:

a. sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration all or any part of its membership interest; or

b. gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) all or any part of its membership interest.

ARTICLE X

DISSOLUTION AND TERMINATION

10.01 Dissolution.

The Company shall be dissolved upon the occurrence of any of the following events:

- a. The occurrence of an event specified in Section 1.05; or
- b. By written resolution of the Member or, if there is more than one Member, by written agreement of all Members.

10.02 Winding Up, Liquidation and Distribution of Assets.

- a. Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managers shall promptly proceed to wind up the affairs of the Company.
- b. Upon the dissolution and winding up of the Company, its assets remaining after payment of, or provision for payment of, all debts and liabilities of the Company, shall be distributed to the Member if the Member continues to be a Qualifying Organization, and otherwise shall be distributed to one or more other Qualifying Organizations, preferably Qualifying Organizations furthering the Company's purposes, such that the assets will continue to be devoted to tax-exempt purposes.
- c. Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.
- d. The Managers shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets, subject to the limitations contained in Section 10.02.b.

10.03 Articles of Termination. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed pursuant to the provisions of this Article X, Articles of Termination, as required by the Act, shall be executed and filed with the DCCA.

10.04 Effect of Filing of Articles of Termination. Upon the filing of articles of termination with the DCCA, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Managers shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company in accordance with the provisions of this Article X.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.01 Merger and Conversion. The Company shall not merge with, or convert into, an entity that is not exempt from taxation under Sections 501(a) and 501(c)(3) of the Internal Revenue Code.

11.02 Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be in writing and deemed to have been sufficiently given or served for all purposes if (a) delivered personally to the party, or to an officer or partner of a party that is an Entity, (b) sent by electronic mail during normal business hours to the electronic mail address set forth in this Operating Agreement, or (c) sent by first class, registered or certified mail, return receipt requested, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided in this Operating Agreement, any such notice shall be deemed to be given two (2) business days after the date on which the same was deposited in the United States mail, addressed and sent as described above.

11.03 Application of Hawai'i Law. This Operating Agreement, and its interpretation, shall be governed exclusively by its terms and by the laws of the State of Hawai'i and specifically the Act.

11.04 Amendments. This Operating Agreement and the Company's Articles of Organization may not be amended except by the written consent of the sole Member, or if there is more than one Member, all of the Members. Any amendments to this Operating Agreement and the Company's Articles of Organization must be consistent with Section 501(c)(3) of the Internal Revenue Code.

11.05 Execution of Additional Instruments. Each Member may be required to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with any laws, rules or regulations.

11.06 Construction. Whenever the singular number is used in this Operating 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.

11.07 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

11.08 Waivers. No party's undertakings or agreements contained in this Operating Agreement shall be deemed to have been waived unless such waiver is made by an instrument in writing signed by an authorized representative of the other Member. Failure of a party to insist on strict compliance with the provisions of this Operating Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Operating Agreement. A waiver of a breach of this Operating Agreement will not constitute a waiver of the provision itself or of any subsequent breach, or of any other provision of this Operating Agreement.

11.09 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have.

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

11.11 Heirs, Successors and Assigns. The covenants, terms, provisions and agreements contained in this Operating Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

11.12 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company or of the Member.

11.13 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the sole Member and the Company have executed this Operating Agreement on the date first written above.

APPROVED AS TO CONTENT:

OFFICE OF HAWAIIAN AFFAIRS, a body corporate and instrumentality of the State of Hawai'i

Director, Land Management
Office of Hawaiian Affairs

By _____
Name: _____
Its _____

Member

APPROVED AS TO FORM:

HI'ILEI ALOHA LLC, a Hawai'i limited liability company

Senior Staff Attorney
Office of Hawaiian Affairs

By _____
Name: _____
Its Manager

By _____
Name: _____
Its Manager

By _____
Name: _____
Its Manager

Company

Attachment C:
Proposed Fifth Amended
and Restated Operating
Agreement of Hi‘ipaka LLC
to be executed by the
Managers of Hi‘ipaka LLC
(clean)

FIFTH AMENDED AND RESTATED OPERATING AGREEMENT
of
HI`IPAKA LLC
(MANAGER-MANAGED)

This Operating Agreement (“Agreement”), made and entered into as of December 5, 2007, and amended and restated as of October ___, 2026, is made by and between HI`ILEI ALOHA LLC, a Hawai`i limited liability company, whose address is 59-864 Kamehameha Highway, Haleiwa, Hawai`i 96712 (“Member”), and HI`IPAKA LLC, a Hawai`i limited liability company, whose address is 59-864 Kamehameha Highway, Haleiwa, Hawai`i 96712 (the “Company”).

ARTICLE I
FORMATION OF COMPANY

1.01. Formation. The Company shall be, and has been, organized as a Hawai`i limited liability company, by executing and delivering Articles of Organization to the Department of Commerce and Consumer Affairs of the State of Hawai`i (“DCCA”) in accordance with and pursuant to Chapter 428 of the Hawai`i Revised Statutes (the “Act”).

1.02. Name. The name of the Company is HI`IPAKA LLC.

1.03. Principal Place of Business. The principal place of business of the Company is 59-864 Kamehameha Highway, Haleiwa, Hawai`i 96817. The Company may locate its place(s) of business and registered office at any other place or places as the Manager(s) may deem advisable.

1.04. Registered Office and Registered Agent. The Company’s registered office is at 59-864 Kamehameha Highway, Haleiwa, Hawai`i 96712, and its initial registered agent was Clyde W. Nāmu`o. The registered office and registered agent may be changed by the Manager(s) by filing the address of the new registered office and/or the name of the new registered agent with the DCCA pursuant to the Act.

1.05. Term. The Term of the Company shall be from the filing of the Articles of Organization with the DCCA until dissolved in accordance with either the provisions of this Operating Agreement or the Act.

ARTICLE II
BUSINESS OF COMPANY

2.01. Non-Profit Company. The Company is intended to operate as a non-profit limited liability company exempt from federal income tax under Sections 501(a) and 501(c)(3) of the Internal Revenue Code and to which deductible contributions may be made under Section 170(c)(2) of the Internal Revenue Code. The Company shall not engage in any activity not permitted to be carried out by a company exempt from federal income tax under Sections 501(a) and 501(c)(3) of the Internal Revenue Code to which deductible contributions may be made under Section 170(c)(2) of the Internal Revenue Code.

2.02. Mission. The mission of the Company is:

E mālama a e ho`omau i nā waiwai kānaka, mo`omeheu, a kūlohelohe o Waimea, O`ahu no kēlā hanauna, kēia hanauna ma o ka ho`ona`auao a me ka ho`okahu `ana.

Preserve and perpetuate the human, cultural, and natural resources of Waimea, O`ahu for generations through education and stewardship. (English translation)

2.03. Purposes. The Company has been formed and shall be operated exclusively to further the following exempt purposes:

- a. to fulfill the mission of the Company articulated in Section 2.02 above;
- b. to carry out such other religious, charitable, scientific, literary, educational and other purposes permitted by Section 501(c)(3) of the Internal Revenue Code as may be determined by the Member from time to time;
- c. to manage and assist the carrying out of these exempt purposes either by the Company or by related companies formed to carry out solely one or more of these exempt purposes; and
- d. to have and exercise all of the powers conferred by law on limited liability companies of Hawai`i, but only to the extent permitted for a company described in Section 501(c)(3) of the Internal Revenue Code and exempt from federal income tax under Section 501(a) of the Internal Revenue Code, and to which deductible contributions may be made under Section 170(c)(2) of the Internal Revenue Code.

2.04. Nonpartisanship; Noninvolvement in Lobbying. The purposes of the Company shall be pursued without political partisanship or lobbying, and the Company shall not become involved in, nor shall any of its funds be used for, the support of or opposition to any candidate or appointee for public office or to lobby for or against any governmental legislation, rule, or regulation.

ARTICLE III NAME, ADDRESS AND E-MAIL ADDRESS OF MEMBER

3.01. The name, address and electronic mail address of the Member of the Company is as follows:

Name:

HI`ILEI ALOHA LLC

Address:

59-864 Kamehameha Highway
Haleiwa, Hawai`i 96712
E-mail address:

ARTICLE IV RIGHTS AND DUTIES OF MANAGERS

4.01. Management. The business and affairs of the Company will be managed by three (3) managers (the “Managers”). The Managers shall have the power and authority to manage and control the business of the Company and to bind the Company, subject to the limitations in Section 4.11 below and any limitations contained in the Act. Except for situations in which the approval of the Member is required by this Operating Agreement, the Managers have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incidental to the management of the Company’s business. The Managers may make decisions and take actions only with the consent of all Managers, unless the matter concerns a decision regarding a matter of an amount or value of less than \$50,000.00 or unless otherwise provided in this Operating Agreement (e.g., Section 4.06 below), in which event the decision and/or action of a single Manager alone will be sufficient to bind the Company, subject to the provisions of Section 4.12 below.

4.02. Managers. The Company shall have three (3) Managers. Following the resignation of the current Managers, the Member shall appoint three (3) Managers, each to serve staggered terms of approximately three (3) years, two (2) years, and one (1) year. The terms shall end on the last day of the month when each Manager takes office. Subsequently, the Member shall appoint each Manager to serve a new three (3) year term or the remainder of an unexpired three (3) year term. The Managers shall not be OHA employees and can only be removed for cause.

4.03. Certain Powers of Managers; Restriction on Member’s Authority. Without limiting the generality of Section 4.01, and subject to the limitations contained in Section 4.11, the Managers shall have the power and authority on behalf of the Company to:

- a. acquire or lease any real or personal property from any Person, pursuant to the conflict-of-interest policy;
- b. borrow money for the Company from banks, other lending institutions, or the Member on such terms as the Managers deem appropriate, and in connection therewith, to hypothecate, mortgage, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums;
- c. construct, operate, maintain and improve any real and personal property owned by the Company;
- d. prepay, in whole or in part, refinance, amend, modify or extend any mortgages or trust deeds affecting the assets of the Company and in connection therewith to execute for and on behalf of the Company any extensions, renewals or modifications of such mortgages or trust deeds;
- e. purchase liability and other insurance to protect the Company’s property and business;

f. hold and own Company real and personal properties in the name of the Company;

g. invest Company funds in time deposits, short-term governmental obligations, commercial paper or other investments;

h. at the direction of the Member, sell, exchange or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan as long as such disposition is not in violation of, or a cause of a default under, any other agreement to which the Company may be bound, the Act, or Section 501(c)(3) of the Internal Revenue Code;

i. execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes and other negotiable instruments; mortgages or deeds of trusts; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments and bills of sale; leases; and any other instruments or documents necessary or desirable to the business of the Company;

j. employ accountants, legal counsel, managing agents, tradespeople, contractors, subcontractors or other Persons to perform services for the Company;

k. enter into any and all other agreements on behalf of the Company, in such forms as the Managers may approve; and

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

Unless authorized to do so by this Operating Agreement or by the Managers, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Managers to act as an agent of the Company in accordance with the preceding sentence.

4.04. Liability for Certain Acts. The Managers shall perform their respective duties as Managers in good faith, in a manner they reasonably believe to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. No Manager shall be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, reckless or willful misconduct or a knowing violation of law by said Manager.

4.05. Members and Managers, Limited Duty of Loyalty. The duty of loyalty of any Member or Manager of the Company is not violated by participation in the formation, management, and performance of services for, employment by, or actions in support of any of the following entities:

- a. Office of Hawaiian Affairs, or
- b. Hi`ilei Aloha, LLC, or
- c. any other entity (existing currently or in the future) of which the Office of Hawaiian Affairs or Hi`ilei Aloha LLC is a member, which is intended to further the purposes of the Office of Hawaiian Affairs as described in Chapter 10 of the Hawai`i Revised Statutes.

Except as stated above, neither the Member(s) (to the limited extent of the managerial authority under Section 4.11 hereof) or Managers of the Company shall compete with the Company in the conduct of the Company's business before the dissolution of the Company, nor during any period in which such person or entity participates in the winding up of the Company's business. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Managers or Member(s) or to the income or proceeds derived therefrom.

4.06. Bank Accounts. The Managers may from time-to-time open bank accounts in the name of the Company, and the Managers shall be signatories thereon. Checks and drafts of less than \$10,000.00 may be executed by any Manager, and checks and drafts of \$10,000.00 or more shall be signed by two or more Managers.

4.07. Indemnity of the Managers.

a. Subject to the limitations and conditions provided in this Section 4.07, each Person ("Indemnified Person") who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative ("Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he, she, or a Person of whom he or she is the legal representative, is or was a Manager of the Company or is or was serving as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another entity that is or was a Manager shall be indemnified by the Company against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable costs and expenses (including, without limitation, attorneys' fees) actually incurred by such Indemnified Person in connection with such Proceeding if such Indemnified Person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnified Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, that the Indemnified Person had reasonable cause to believe that his conduct was unlawful.

b. To the extent that an Indemnified Person has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Section 4.07.a., or in defense of any claim, issue or matter therein, he will be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith.

c. Any indemnification under this Section 4.07 (unless ordered by a court) shall be made by the Company only as authorized in the specific case, upon a determination that indemnification is proper in the circumstances because he has met the applicable standard of conduct set forth therein. Such determination shall be made by the sole Member. If there is no disinterested Member, then the determination shall be made by the Company's independent legal counsel, whose fees must be paid by the Company.

d. Indemnification under this Section 4.07 shall continue as to an Indemnified Person who has ceased to serve in the capacity which initially entitled such Indemnified Person to indemnity hereunder. The rights granted pursuant to this Section 4.07 shall be deemed contract rights, and no amendment, modification or repeal of this Section 4.07 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

e. The right to indemnification conferred by this Section 4.07 shall include the right to be paid or reimbursed by the Company for the reasonable expenses incurred in advance of the final disposition of the Proceeding and without any determination as to the Indemnified Person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Indemnified Person of his good faith belief that he has met the standard of conduct necessary for indemnification under this Section 4.07 and a written undertaking, by or on behalf of such Indemnified Person, to repay all amounts so advanced if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified under this Section 4.07 or otherwise.

4.08. Reimbursement to Managers. The Company shall reimburse the Managers for all ordinary, necessary, and direct expenses incurred by the Managers on behalf of the Company in carrying out the Company's business activities.

4.09. Execution of Documents. Any document or instrument of any and every nature, including without limitation, any agreement, contract, deed, lease, promissory note, mortgage or deed of trust, security agreement, financing statement, pledge, assignment, bill of sale and certificate, which is intended to bind the Company or convey or encumber title to its real or personal property shall be valid and binding for all purposes only if executed by two or more of the Managers as provided in Section 4.01 above.

4.10. Delegation of Manager's Authority. Notwithstanding the provisions of this Article IV, the Managers may delegate in writing authority to one or more of the Company's employees, agents or independent contractors to write checks, sign contracts and other documents described in Section 4.09, hire and fire personnel, or take such other actions on behalf of the Company as may be necessary or useful to the management and operation of the Company, subject to such financial limits or other limitations as the Managers shall describe in such written authorization, and subject to the limitations on the Managers' authority as set forth in Section 4.11.

4.11. Limitations on Managers' Authority. Only with the written consent of the Members and the member of the Member (the "Member's Member") may the Manager:

- a. add new Members;
- b. authorize the sale or mortgage of any interest in real estate held by the Company;
- c. authorize any lease, license, or occupancy, extending more than 10 years;
- d. provide any salary, bonus, loan or other benefit, other than reimbursement of costs, to any Manager;
- e. authorize the sale, exchange or disposition of all or substantially all of the assets of the Company as part of a single transaction or plan, which may be carried out as long as such disposition is not in violation of, or a cause of a default under, any other agreement to which the Company may be bound, the Act, or Section 501(c)(3) of the Internal Revenue Code;
- f. authorize the dissolution of the Company;
- g. amend this Operating Agreement and the Articles of Organization of the Company; or
- h. hire a Chief Operating Officer or Executive Director selected by the Managers.

Once 100% of the Members' and the Member's Member's written authorization is received by the Company, the Managers shall have the authority to bind the company by negotiating and signing any document necessary or useful to carry out the Member-authorized transaction. The Member's written authorization will be effective if executed by all Managers of the Member on behalf of the Member. If one of the Managers is also a manager of the Member, that will not alter the application of this Section.

4.12. Deadlock/Conflict. If for any reason (a) one of the Managers is disqualified from rendering a decision or taking an action on behalf of the Company as a result of a conflict of interest, and (b) the two remaining Managers are unable to agree, then the decision or action of the most senior Manager in time of service shall control in the absence of a conflict of interest or other circumstance which, under policies adopted by the Company, would disqualify said Manager from rendering the decision or taking the action, in which case the decision or action of the next most senior Manager in time of service shall control.

If for any reason all of the Managers are disqualified from rendering a decision or taking an action on behalf of the Company as a result of a conflict of interest, their designee shall, after exercising due diligence in accordance with the procedures set forth in the Company's policy on Financial Conflicts of Interest, render the decision or take the action in question.

4.13. Resignation and Termination. Any Manager of the Company may resign at any time by giving written notice to the Member. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a

Member and shall not constitute withdrawal of a Member. A Manager may only be terminated for cause.

ARTICLE V

MEMBERS; RIGHTS AND OBLIGATIONS OF MEMBER

5.01. Member. Hi`ilei Aloha LLC, a Hawai`i limited liability company, is the sole Member of the Company (“Member”).

5.02. Qualifying Organization. As used herein, the term “Qualifying Organization” shall refer to any entity which is described in Section 501(c)(3) of the Internal Revenue Code and exempt from taxation under Section 501(a) of the Internal Revenue Code, a governmental unit, or wholly-owned instrumentality of a state or political subdivision thereof.

5.03. Membership Limited to Qualifying Organizations. No entity may be or become a Member of this Company, and no direct or indirect transfer of a membership interest may be made to any entity, except a Qualifying Organization.

5.04. Admission of Additional Members. Additional members may be admitted to the Company upon the consent of the existing Member only if they are Qualifying Organizations as defined in Section 5.02. This Operating Agreement is designed exclusively for a single-member limited liability company, and the existence of more than one member would require very substantial revision of this Operating Agreement and would require the written agreement of all Members. No entity shall be deemed to have been admitted as an additional member of the Company unless that entity’s signature appears on this Agreement as duly amended or restated and unless that entity’s signature has been duly notarized.

5.05. Cessation of Member as Qualifying Organization. If a Member at any time shall cease to be a Qualifying Organization, then the Company will be dissolved and terminated unless and until its only Member or Members are Qualifying Organizations, and then only if Hawai`i law permits the continuation or reinstatement of the Company.

5.06. Enforcement of Rights. A Member shall expeditiously and vigorously enforce all of its rights in the Company and pursue all legal and equitable remedies to protect its interests in the Company.

5.07. Limitation of Liability. Each Member’s liability shall be limited to the full extent set forth in this Operating Agreement, the Act and other applicable law.

5.08. Company Debt Liability. A Member shall not be personally liable for any debts or losses of the Company beyond its capital contribution except as otherwise required by law.

5.09. List of Members. Upon the written request of any Member, the Managers shall provide a list showing the names, addresses and Membership Interests of all Members.

5.10. Company Books. The Managers shall maintain and preserve, during the term of the Company, the accounts, books, and other relevant Company documents. Upon reasonable written request, any Member shall have the right, at any time during ordinary business hours, to

inspect and copy, at the Company's expense, the writings listed in Section 8.04, and any other Company documents if and to the extent required by Hawai'i law.

5.11 Reporting. In order to assist the Member and the Member's Member in satisfying their respective fiduciary duties with respect to the Company and its properties, and in preparing the Member's and the Member's Member's respective financial reports, the Managers shall provide the following information to the Member and the Member's Member regarding the Company:

a. Financial Information. Quarterly financial statements, including balance sheet, operating statements and budget-to-actual results (within 45 days after the end of each calendar quarter), and annual capital and operating budgets, audited financial statements and auditor's reports and Form 990 (within 30 days after completion).

b. Programmatic Information. Annual report on performance of the Company in satisfying the Company's charitable purposes, including new programmatic initiatives (within 90 days after each year end).

c. Operating Information. Notice of significant management (COO and CFO) or organizational changes, material litigation, serious safety or environmental incidents, cyber- attacks or data breaches, suspected fraud, major financial losses or natural disasters (within 30 days after each occurrence).

d. Other Information. Such other information as the Member or the Member's Member may reasonably request of the Company from time to time.

ARTICLE VI MEETINGS OF MEMBERS

6.01. Meetings of and Voting by Members.

a. If there is more than one Member, each Member shall have a vote as shall be determined by amendment to this Operating Agreement pursuant to Section 5.04 above.

b. A meeting of the Member(s) may be called at any time by any Manager or Member. Not less than five (5) nor more than thirty (30) days before each meeting, a Manager shall give written notice of the meeting to the sole Member, or if there is more than one Member, to each Member entitled to vote at the meeting. The notice shall state the time, place and purpose of the meeting. If any Member so requests, a Manager shall arrange for any Member to participate by telephone or any other voice communications medium, so long as the communications arrangements enable all Members to hear each other. The presence in person or by proxy or by any voice communications medium of Members holding not less than a Majority Interest shall constitute a quorum.

c. Except as otherwise specifically provided in this Operating Agreement, the affirmative vote of Members holding a Majority Interest shall be required and sufficient to approve any matter coming before the Members, including matters which under the Act (but for this Operating Agreement provision) would require unanimous consent of the Members.

d. In lieu of holding a meeting, the Members may vote or otherwise take action by written consent of the Members. Faxed signatures on consents are valid. Prompt notice of the taking of the action without a meeting by less than unanimous consent shall be given in writing to those Members who were entitled to vote but did not consent in writing.

ARTICLE VII CONTRIBUTIONS TO THE COMPANY

7.01. Contribution of Cash in Exchange for Membership. Immediately after the parties have signed this Agreement, Member shall contribute cash in the amount of \$100,000 to the Company, in full compensation for its membership in the Company. The Member expects to contribute to the Company Member's real estate and related holdings located in Pūpūkea and Waimea, District of Koʻolaupia, City and County of Honolulu, State of Hawaiʻi, and may in the future contribute other assets to the Company, all of which shall be used and operated in accordance with the Company's exempt purposes. However, the Member has no duty to make any contribution of capital or property to the Company under any circumstance or for

7.02. Member Not Obligated. The Member has no duty to make any contribution of capital or property to the Company under any circumstance or for any reason.

7.03. Additional Funding. If the Managers determine at any time that there is a need for additional funds to meet the expenses and obligations of the Company, the Managers shall give written notice (the "Cash Needs Notice") to the sole Member, or if there is more than one Member, to each Member, and to the Member's member the Office of Hawaiian Affairs of the amount of additional funds needed together with such information as may be necessary or requested by the Member to evidence the need for the funds and the proposed uses thereof (the required amount of funds are referred to as the "Required Funds"). Any Member may, but is not obligated to, contribute or loan any Required Funds on terms to be agreed upon between the Member and the Company. The Managers shall not loan any funds to the Company.

ARTICLE VIII DISTRIBUTIONS, SALARIES, LOANS, RECORDS AND RETURNS

8.01. Limitation upon Distributions. No distribution or return of capital contributions may be made and paid if the financial condition of the Company does not permit such action under Hawaiʻi law (currently Hawaiʻi Revised Statutes Section 428-406). No assets of the Company may be transferred, granted or distributed, whether directly or indirectly, to any entity other than a Qualifying Organization, except in exchange for fair market value. The Company shall not distribute any assets, other than in exchange for fair market value, to any Member which has ceased being a Qualifying Organization or governmental unit or instrumentality.

8.02. Salaries. Neither the Managers nor any Member shall be entitled to receive a salary for services rendered to the Company, unless the salary and its amount are consented to in writing by the Member.

8.03. Loans to Company. Nothing in this Operating Agreement prevents any Member from making secured or unsecured loans to the Company by agreement with the Managers.

8.04. Records. At the expense of the Company, the Managers shall maintain records and accounts of the operations and expenditures of the Company. At a minimum, the Company will keep at its principal place of business the following records:

a. A current list of the full name and last known address of each Member setting forth the amount of cash each Member has contributed, a description and statement of the agreed value of the other property or services each Member has contributed or has agreed to contribute in the future, and the date on which each became a Member;

b. A copy of the Articles of Organization of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

c. Copies of the Company's federal and state income tax returns and reports, if any, for the three (3) most recent years and of any financial statements of the Company for the three (3) most recent years; and

d. Copies of the Company's currently effective written Operating Agreement and all amendments thereto.

8.05. Returns and Other Elections. The Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Internal Revenue Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, will be furnished to the Member within a reasonable time after the end of the Company's fiscal year upon the Member's written request. All elections permitted to be made by the Company under federal or state laws will be made by the Managers in their sole discretion.

ARTICLE IX TRANSFERABILITY

9.01. General. Except as may otherwise be specifically permitted in this Operating Agreement, no Member shall have the right to:

a. sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration all or any part of its membership interest; or

b. gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) all or any part of its membership interest.

ARTICLE X DISSOLUTION AND TERMINATION

10.01. Dissolution.

The Company shall be dissolved upon the occurrence of any of the following events:

a. The occurrence of an event specified in Section 1.05; or

b. by written resolution of the Member or, if there is more than one Member, by written agreement of all Members.

10.02. Winding Up, Liquidation and Distribution of Assets.

a. Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managers shall promptly proceed to wind up the affairs of the Company.

b. Upon the dissolution and winding up of the Company, its assets remaining after payment of, or provision for payment of, all debts and liabilities of the Company, shall be distributed to the Member if the Member continues to be a Qualifying Organization, and otherwise shall be distributed to one or more other Qualifying Organizations, preferably Qualifying Organizations furthering the Company's purposes, such that the assets will continue to be devoted to tax-exempt purposes.

c. Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

d. The Managers shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets, subject to the limitations contained in Section 10.02.b hereof.

10.03. Articles of Termination. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed pursuant to the provisions of this Article X, Articles of Termination, as required by the Act, shall be executed and filed with the DCCA.

10.04. Effect of Filing of Articles of Termination. Upon the filing of Articles of Termination with the DCCA, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Managers shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company in accordance with the provisions of this Article X.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.01. Merger and Conversion. The Company shall not merge with, or convert into, an entity that is not exempt from taxation under Sections 501(a) and 501(c)(3) of the Internal Revenue Code.

11.02. Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be in writing and deemed to have been sufficiently given or served for all purposes if (a) delivered personally to the party, or to a manager, officer or partner of a party that is an entity, (b) sent by electronic mail during normal business hours to the electronic mail address set forth in this Operating Agreement, or (c) sent by

first class, registered or certified mail, return receipt requested, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided in this Operating Agreement, any such notice shall be deemed to be given two (2) business days after the date on which the same was deposited in the United States mail, addressed and sent as described above.

11.03. Application of Hawai'i Law. This Operating Agreement, and its interpretation, shall be governed exclusively by its terms and by the laws of the State of Hawai'i and specifically the Act.

11.04. Amendments. This Operating Agreement and the Company's Articles of Organization may not be amended except by the written consent of the sole Member, or if there is more than one Member, all of the Members. Any amendments to this Operating Agreement and the Company's Articles of Organization must be consistent with Section 501(c)(3) of the Internal Revenue Code, as the same may be amended from time to time or any similar successor statute.

11.05. Execution of Additional Instruments. Each Member may be required to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with any laws, rules or regulations.

11.06. Construction. Whenever the singular number is used in this Operating 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.

11.07. Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

11.08. Waivers. No party's undertakings or agreements contained in this Operating Agreement shall be deemed to have been waived unless such waiver is made by an instrument in writing signed by an authorized representative of the other Member. Failure of a party to insist on strict compliance with the provisions of this Operating Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Operating Agreement. A waiver of a breach of this Operating Agreement will not constitute a waiver of the provision itself or of any subsequent breach, or of any other provision of this Operating Agreement.

11.09. Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have.

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

11.11. Successors and Assigns. The covenants, terms, provisions and agreements contained in this Operating Agreement shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors and assigns.

11.12. Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company or of the Member.

11.13 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the sole Member and the Company have executed this Operating Agreement on the date first written above.

**HI`ILEI ALOHA LLC**, a Hawai`i limited liability company

By _____
Name: _____
Its Manager

By _____
Name: _____
Its Manager

By _____
Name: _____
Its Manager

Member

**HI`IPAKA LLC**, a Hawai`i limited liability company

By _____
Name: _____
Its Manager

By _____
Name: _____
Its Manager

By _____
Name: _____
Its Manager

Company

Attachment D:
Proposed Third Amended
and Restated Operating
Agreement of Hi‘ilei
Aloha LLC to be executed
by the Managers of Hi‘ilei
Aloha LLC (redline)

~~SECOND~~THIRD AMENDED AND RESTATED OPERATING AGREEMENT
of
HI'ILEI ALOHA LLC
(MANAGER-MANAGED)

This Operating Agreement ("Agreement"), made and entered into as of September 26, 2007, and amended and restated as of ~~May 30, 2019~~October , 2026 is made by and between OFFICE OF HAWAIIAN AFFAIRS, a body corporate and instrumentality of the State of Hawai'i, whose address is 560 ~~N.~~North Nimitz ~~Hwy #~~Highway, Suite 200, Honolulu, Hawai'i 96817 ("Member"), and HI'ILEI ALOHA LLC, a Hawai'i limited liability company, whose address is ~~711 Kapi'olani Boulevard, 5th Floor, Honolulu~~59-864 Kamehameha Highway, Haleiwa, Hawai'i 9681396712 (the "Company").

ARTICLE I
FORMATION OF COMPANY

1.01 Formation. The Company shall be, ~~or~~and has been, organized as a Hawai'i limited liability company, by executing and delivering Articles of Organization to the Department of Commerce and Consumer Affairs of the State of ~~Hawaii~~Hawai'i ("DCCA") in accordance with and pursuant to Chapter 428 of the ~~Hawaii~~Hawai'i Revised Statutes (the "Act").

1.02 Name. The name of the Company is HI'ILEI ALOHA LLC.

1.03 Principal Place of Business~~and Fax Number~~. The principal place of business of the Company is ~~711 Kapi'olani Boulevard, 5th Floor, Honolulu~~59-864 Kamehameha Highway, Haleiwa, Hawai'i 9681396712. The Company may locate its place(s) of business and registered office at any other place or places as the Manager(s) may deem advisable.

1.04 Registered Office and Registered Agent. The Company's ~~initial~~ registered office ~~shall be at 711 Kapi'olani Boulevard, 5th Floor, Honolulu, Hawaii 96813~~is at 59-864 Kamehameha Highway, Haleiwa, Hawai'i 96712, and its initial registered agent was Clyde W. Nāmu'o. The registered office and registered agent may be changed by the Manager(s) by filing the address of the new registered office and/or the name of the new registered agent with the DCCA pursuant to the Act.

1.05 Term. The Term of the Company shall be from the filing of the Articles of Organization with the DCCA until dissolved in accordance with either the provisions of this Operating Agreement or the Act.

ARTICLE II
BUSINESS OF COMPANY

2.01 ~~Non-profit~~Non-Profit Company. The Company is intended to operate as a ~~nonprofit~~non-profit limited liability company exempt from federal income tax under Sections 501(a) and 501(c)(3) of the Internal Revenue Code and to which deductible contributions may be made under Section 170(c)(2) of the Internal Revenue Code. The Company shall not engage in any activity not permitted to be carried out by a company exempt from federal income tax under

Sections 501(a) and 501(c)(3) of the Internal Revenue Code to which deductible contributions may be made under Section 170(c)(2) of the Internal Revenue Code.

2.02 Purposes. The Company is formed and shall be operated exclusively to further the following exempt purposes:

- a. to study the history and culture of the Hawaiian people, including their ancestral and modern lifestyles, traditions, customs, practices, activities, values and beliefs (including, by way of example, agricultural and farming, hunting, gathering, fishing, nourishment, housing, language, music, dance, religion, economy, trade, social and governmental practices);
- b. to educate the Hawaiian people and all people on the history and culture of the Hawaiian people as described in Section 2.02.a, including, for example, through educational tours, lectures, displays, models, demonstrations, courses, pamphlets, books, employment opportunities, and scientific studies;
- c. to scientifically investigate and study, and to educate the Hawaiian people and all people as to, the plants, land and water resources, fish and marine resources, birds, animals and other wildlife, and ecosystems endemic or early introduced to the Hawaiian Islands, and their role in Hawaiian history, civilization and culture, and to preserve, protect, enhance, and encourage the propagation and protection of such endemic life in protected and appropriate natural surroundings;
- d. to preserve, protect, enhance, develop and promote Hawaiian historical, archaeological, environmental, cultural, spiritual and religious values, customs, practices, resources and sites;
- e. to educate, train, assist and prepare Hawaiians for leadership in government, business and community affairs;
- f. to receive contributions and pay them over to organizations which are described in Section 501(c)(3) and exempt from taxation under Section 501(a) of the Internal Revenue Code;
- g. such other religious, charitable, scientific, literary, educational and other purposes permitted by Section 501(c)(3) of the Internal Revenue Code as may be determined by the Member from time to time;
- h. to manage and assist the carrying out of these exempt purposes either by the Company or by related companies formed to carry out solely one or more of these exempt purposes; and
- i. to have and exercise all of the powers conferred by law on limited liability companies of Hawaii, but only to the extent permitted for a company described in Section 501(c)(3) of the Internal Revenue Code and exempt from federal income tax under Section 501(a) of the Internal Revenue Code, and to which deductible contributions may be made under Section 170(c)(2) of the Internal Revenue Code.

2.03 Nonpartisanship; Noninvolvement in Lobbying. The purposes of the Company shall be pursued without political partisanship or lobbying, and the Company shall not become involved in, nor shall any of its funds be used for, the support of or opposition to any candidate or appointee for public office or to lobby for or against any governmental legislation, rule, or regulation.

ARTICLE III

~~NAMES~~NAME, ADDRESS,~~FAX NUMBER~~ AND E-MAIL ADDRESS OF MEMBER

3.01 The name, address, and electronic mail address of the Member of the Company ~~are~~is as follows:

Name:

Address:

Office of Hawaiian Affairs

560 ~~N.~~North Nimitz ~~Hwy~~ #Highway, Suite 200
Honolulu, Hawai'i 96817
E-mail address: info@oha.org

ARTICLE IV

RIGHTS AND DUTIES OF MANAGERS

4.01 Management. The business and affairs of the Company will be managed by three (3) managers (the "Managers"). The Managers shall have the power and authority to manage and control the business of the Company and to bind the Company, subject to the limitations in Section 4.11 below and any limitations contained in the Act. Except for situations in which the approval of the Member is required by this Operating Agreement, the Managers have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incidental to the management of the Company's business. The Managers may make decisions and take actions only with the consent of all Managers, unless the matter concerns a decision regarding a matter of an amount or value of less than \$50,000.00 or unless otherwise provided in this Operating Agreement (e.g., Section 4.06 below), in which event the decision and/or action of a single Manager alone will be sufficient to bind the Company, subject to the provisions of Section 4.12 below.

4.02 Managers. The Company shall have three (3) Managers. Following the resignation of the current Managers, the Member shall appoint three (3) Managers, each to serve staggered terms of approximately three (3) years, two (2) years, and one (1) year. The terms shall end on the last day of the month ~~in which~~when each Manager takes office. Subsequently, the Member shall appoint each Manager to serve a new three (3) year term or the remainder of an unexpired three (3) year term. The Managers shall not be OHA employees~~,~~ and can only be removed for cause.

4.03 Certain Powers of Managers; Restriction on Member's Authority. Without limiting the generality of Section 4.01, and subject to the limitations contained in Section 4.11, the Managers shall have the power and authority on behalf of the Company to:

a. acquire or lease any real or personal property from any Person, pursuant to the ~~conflict-of-interest~~conflict-of-interest policy;

b. borrow money for the Company from banks, other lending institutions, or the Member on such terms as the Managers deem appropriate, and in connection therewith, to hypothecate, mortgage, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums;

c. construct, operate, maintain and improve any real and personal property owned by the Company;

d. prepay, in whole or in part, refinance, amend, modify or extend any mortgages or trust deeds affecting the assets of the Company and in connection therewith to execute for and on behalf of the Company any extensions, renewals or modifications of such mortgages or trust deeds;

e. purchase liability and other insurance to protect the Company's property and business;

f. hold and own Company real and personal properties in the name of the Company;

g. invest Company funds in time deposits, short-term governmental obligations, commercial paper or other investments;

h. at the direction of the Member, sell, exchange or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan as long as such disposition is not in violation of, or a cause of a default under, any other agreement to which the Company may be bound, the Act, or Section 501(c)(3) of the Internal Revenue Code;

i. execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes and other negotiable instruments; mortgages or deeds of trusts; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments and bills of sale; leases; and any other instruments or documents necessary or desirable to the business of the Company;

j. employ accountants, legal counsel, managing agents, tradespeople, contractors, subcontractors or other Persons to perform services for the Company;

k. enter into any and all other agreements on behalf of the Company, in such forms as the Managers may approve; and

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

Unless authorized to do so by this Operating Agreement or by the Managers, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No

Member shall have any power or authority to bind the Company unless the Member has been authorized by the Managers to act as an agent of the Company in accordance with the preceding sentence.

4.04 Liability for Certain Acts. The Managers shall perform their respective duties as Managers in good faith, in a manner they reasonably believe to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. No Manager shall be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence or willful misconduct by said Manager.

4.05 Members and Managers; Limited Duty of Loyalty. The duty of loyalty of any Member or Manager of the Company is not violated by participation in the formation, management, and performance of services for, employment by, or actions in support of any of the following entities:

- a. Office of Hawaiian Affairs, or
- b. any other entity (existing currently or in the future) of which Office of Hawaiian Affairs or Hi'ilei Aloha LLC is a member, which is intended to further the purposes of Office of Hawaiian Affairs as described in Chapter 10 of the ~~Hawaii~~Hawai'i Revised Statutes.

Except as stated above, neither the Member(s) (to the limited extent of the managerial authority under Section 4.11 hereof) or Managers of the Company shall compete with the Company in the conduct of the Company's business before the dissolution of the Company, nor during any period in which such person or entity participates in the winding up of the Company's business. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Managers or Member(s) or to the income or proceeds derived therefrom.

4.06 Bank Accounts. The Managers may from ~~time-to-time~~time-to-time open bank accounts in the name of the Company, and the Managers shall be signatories thereon. Checks and drafts of less than \$10,000.00 may be executed by any Manager, and checks and drafts of \$10,000.00 or more shall be signed by two or more Managers.

4.07 Indemnity of the Managers.

a. Subject to the limitations and conditions provided in this Section 4.07, each Person ("Indemnified Person") who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitral or investigative ("Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he, she, or a Person of whom he or she is the legal representative, is or was a Manager of the Company or is or was serving as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another entity that is or was a Manager shall be indemnified by the Company against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable costs and expenses (including, without limitation, attorneys' fees) actually incurred by such Indemnified Person in connection with such Proceeding if such Indemnified Person acted in good faith and in a manner

he reasonably believed to be in, or not opposed to, the best interest of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnified Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, that the Indemnified Person had reasonable cause to believe that his conduct was unlawful.

b. To the extent that an Indemnified Person has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Section 4.07.a., or in defense of any claim, issue or matter therein, he will be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith.

c. Any indemnification under this Section 4.07 (unless ordered by a court) shall be made by the Company only as authorized in the specific case, upon a determination that indemnification is proper in the circumstances because he has met the applicable standard of conduct set forth therein. Such determination shall be made by the sole Member. If there is no disinterested Member, then the determination shall be made by the Company's independent legal counsel, whose fees must be paid by the Company.

d. Indemnification under this Section 4.07 shall continue as to an Indemnified Person who has ceased to serve in the capacity which initially entitled such Indemnified Person to indemnity hereunder. The rights granted pursuant to this Section 4.07 shall be deemed contract rights, and no amendment, modification or repeal of this Section 4.07 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

e. The right to indemnification conferred by this Section 4.07 shall include the right to be paid or reimbursed by the Company for the reasonable expenses incurred in advance of the final disposition of the Proceeding and without any determination as to the Indemnified Person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Indemnified Person of his good faith belief that he has met the standard of conduct necessary for indemnification under this Section 4.07 and a written undertaking, by or on behalf of such Indemnified Person, to repay all amounts so advanced if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified under this Section 4.07 or otherwise.

4.08 Reimbursement to Managers. The Company shall reimburse the Managers for all ordinary, necessary, and direct expenses incurred by the Managers on behalf of the Company in carrying out the Company's business activities.

4.09 Execution of Documents. Any document or instrument of any and every nature, including without limitation, any agreement, contract, deed, lease, promissory note, mortgage or deed of trust, security agreement, financing statement, pledge, assignment, bill of sale and certificate, which is intended to bind the Company or convey or encumber title to its real or

personal property shall be valid and binding for all purposes only if executed by two or more of the Managers as provided in Section 4.01 above.

4.10 Delegation of Manager's Authority. Notwithstanding the provisions of this Article IV, the Managers may delegate in writing authority to one or more of the Company's employees, agents or independent contractors to write checks, sign contracts and other documents described in Section 4.09, hire and fire personnel, or take such other actions on behalf of the Company as may be necessary or useful to the management and operation of the Company, subject to such financial limits or other limitations as the Managers shall describe in such written authorization, and subject to the limitations on the Managers' authority as set forth in Section 4.11.

4.11 Limitations on Managers' Authority. Only ~~a writing executed by 100% of the Members may~~ with the written consent of the Member may the Manager, with respect to the Company and the Company's subsidiary (the "Company's Subsidiary"):

- a. add new Members;
- b. authorize the sale or mortgage of any interest in real estate held by the Company;
- c. authorize any lease, license, or occupancy, extending more than 10 years;
- d. provide any salary, bonus, loan or other benefit, other than reimbursement of costs, to any Manager;
- e. authorize the sale, exchange or disposition of all or substantially all of the assets of the Company as part of a single transaction or plan, which may be carried out as long as such disposition is not in violation of, or a cause of a default under, any other agreement to which the Company may be bound, the Act, or Section 501(c)(3) of the Internal Revenue Code;
- f. authorize the dissolution of the Company; ~~or~~
- g. amend this Operating Agreement and the Articles of Organization of the Company; or
- h. hire a Chief Operating Officer or Executive Director selected by the Managers.

Once 100% of the Members' written authorization is received by the Company, the Managers shall have the authority to bind the company by negotiating and signing any ~~documents~~ document necessary or useful to carry out the Member-authorized transaction. The Member's written authorization will be effective if executed by ~~Member's Chief Executive Officer~~ all Managers of the Member on behalf of the Member. If one of the Managers is also a manager of the Member, that will not alter the application of this Section..

4.12 Deadlock/Conflict. If for any reason (a) one of the Managers is disqualified from rendering a decision or taking an action on behalf of the Company as a result of a conflict of interest, and (b) the two remaining Managers are unable to agree, then the decision or action of

the most senior Manager in time of service shall control in the absence of a conflict of interest or other circumstance which, under policies adopted by the Company, would disqualify said Manager from rendering the decision or taking the action, in which case the decision or action of the next most senior Manager in time of service shall control.

If for any reason all of the Managers are disqualified from rendering a decision or taking an action on behalf of the Company as a result of a conflict of interest, their designee shall, after exercising due diligence in accordance with the procedures set forth in the Company's policy on Financial Conflicts of Interest, render the decision or take the action in question.

4.13 Resignation and Termination. Any Manager of the Company may resign at any time by giving written notice to the Member. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member. A Manager may only be terminated for cause.

ARTICLE V

MEMBERS; RIGHTS AND OBLIGATIONS OF MEMBER

5.01 Member. The Office of Hawaiian Affairs, a body corporate and instrumentality of the State of Hawai'i and hence a Qualifying Organization within the meaning of Section 5.02 below, is the sole Member of the Company ("Initial Member").

5.02 Qualifying Organization. As used herein, the term "Qualifying Organization" shall refer to any entity which is described in Section 501(c)(3) of the Internal Revenue Code and exempt from taxation under Section 501(a) of the Internal Revenue Code, a governmental unit, or wholly-owned instrumentality of a state or political subdivision thereof.

5.03 Membership Limited to Qualifying Organizations. No entity may be or become a Member of this Company, and no direct or indirect transfer of a membership interest may be made to any entity, except a Qualifying Organization.

5.04 Admission of Additional Members. Additional members may be admitted to the Company upon the consent of the existing Member only if they are Qualifying Organizations as defined in Section 5.02. This Operating Agreement is designed exclusively for a ~~single member~~single-member limited liability company, and the existence of more than one member would require very substantial revision of this Operating Agreement, and would require the written agreement of all Members. No entity shall be deemed to have been admitted as an additional member of the Company unless that entity's signature appears on this Agreement as duly amended or restated and unless that entity's signature has been duly notarized.

5.05 Cessation of Member as Qualifying Organization. If a Member at any time shall cease to be a Qualifying Organization, then the Company will be dissolved and terminated unless and until its Members are Qualifying Organizations, and then only if State law permits the continuation or reinstatement of the Company.

5.06 Enforcement of Rights. A Member shall expeditiously and vigorously enforce all of its rights in the Company and pursue all legal and equitable remedies to protect its interests in the Company.

5.07 Limitation of Liability. Each Member's liability shall be limited to the full extent set forth in this Operating Agreement, the Act and other applicable law.

5.08 Company Debt Liability. A Member shall not be personally liable for any debts or losses of the Company beyond ~~his, her or its~~ respective capital ~~contributions~~contribution except as otherwise required by law.

5.09 List of Members. Upon the written request of any Member, the Managers shall provide a list showing the names, addresses and Membership Interests of all Members.

5.10 Company Books. The Managers shall maintain and preserve, during the term of the Company, the accounts, books, and other relevant Company documents. Upon reasonable written request, any Member shall have the right, at any time during ordinary business hours, to inspect and copy, at the ~~requesting Member's~~Company's expense, the writings listed in Section 8.04, and any other Company documents if and to the extent required by Hawai'i law.

5.11 Reporting. In order to assist the Member in satisfying its fiduciary duties with respect to the Company and the Company's Subsidiary, and in preparing the Member's financial reports, the Managers shall provide the following information to the Member regarding the Company and the Company's Subsidiary:

a. Financial Information. Quarterly financial statements, including balance sheet, operating statements and budget-to-actual results (within 45 days after the end of each calendar quarter), and annual capital and operating budgets, audited financial statements and auditor's reports and Form 990 of the Company and the Company's Subsidiary (within 30 days after completion).

b. Programmatic Information. Annual report on performance of the Company and the Company's Subsidiary in satisfying the Company's and the Company's Subsidiary's charitable purposes, including new programmatic initiatives (within 90 days after each year end).

c. Operating Information. Notice of significant management (COO and CFO) or organizational changes, material litigation, serious safety or environmental incidents, cyber- attacks or data breaches, suspected fraud, major financial losses or natural disasters of the Company or the Company's Subsidiary (within 30 days after each occurrence).

d. Other Information. Such other information as the Managers may reasonably request of the Company or the Company's Subsidiary from time to time.

ARTICLE VI MEETINGS OF MEMBERS

6.01 Meetings of and Voting by Members.

a. If there is more than one Member, each Member shall have a vote as shall be determined by amendment to this Operating Agreement pursuant to Section 5.04 above.

b. A meeting of the Member(s) may be called at any time by any Manager or Member. Not less than five (5) nor more than thirty (30) days before each meeting, a Manager shall give written notice of the meeting to the sole Member, or if there is more than one Member, to each Member entitled to vote at the meeting. The notice shall state the time, place and purpose of the meeting. If any Member so requests, a Manager shall arrange for any Member to participate by telephone or any other voice communications medium, so long as the communications arrangements enable all Members to hear each other. The presence in person or by proxy or by any voice communications medium of Members holding not less than a Majority Interest shall constitute a quorum.

c. Except as otherwise specifically provided in this Operating Agreement, the affirmative vote of Members holding a Majority Interest shall be required and sufficient to approve any matter coming before the Members, including matters which under the Act (but for this Operating Agreement provision) would require unanimous consent of the Members.

d. In lieu of holding a meeting, the Members may vote or otherwise take action by written consent of the Members. Faxed signatures on consents are valid. Prompt notice of the taking of the action without a meeting by less than unanimous consent shall be given in writing to those Members who were entitled to vote but did not consent in writing.

ARTICLE VII CONTRIBUTIONS TO THE COMPANY

7.01 Contribution of Cash in Exchange for Membership. Immediately after the parties have signed this Agreement, Member shall contribute cash in the amount of \$100,000 to the Company, in full compensation for its membership in the Company.

7.02 Possible Future Contributions; Member Not Obligated. The Member expects to contribute to the Company Member's real estate and related holdings located in Pūpūkea and Waimea, District of Ko'olaupia, City and County of Honolulu, State of Hawaii, and may in the future contribute other assets to the Company, all of which shall be used and operated in accordance with the Company's exempt purposes. However, the Member has no duty to make any contribution of capital or property to the Company under any circumstance or for any reason.

7.03 Additional Funding. If the Managers determine at any time that there is a need for additional funds to meet the expenses and obligations of the Company, the Managers shall give written notice (the "Cash Needs Notice") to the sole Member, or if there is more than one Member, to each Member of the amount of additional funds needed together with such information as may be necessary or requested by the Member to evidence the need for the funds and the proposed uses thereof (the required amount of funds are referred to as the "Required Funds"). Any Member may, but is not obligated to, contribute or loan any Required Funds on terms to be agreed upon between the Member and the Company. The Managers shall not loan any funds to the Company.

ARTICLE VIII

DISTRIBUTIONS, SALARIES, LOANS, RECORDS AND RETURNS

8.01 Limitation upon Distributions. No distribution or return of capital contributions may be made and paid if the financial condition of the Company does not permit such action under ~~Hawaii~~Hawai'i law (currently ~~Hawaii~~Hawai'i Revised Statutes Section 428-406). No assets of the Company may be transferred, granted or distributed, whether directly or indirectly, to any entity other than a Qualifying Organization, except in exchange for fair market value. The Company shall not distribute any assets, other than in exchange for fair market value, to any Member which has ceased being a Qualifying Organization or governmental unit or instrumentality.

8.02 Salaries. Neither the Managers nor any Member shall be entitled to receive a salary for services rendered to the Company, unless the salary and its amount are consented to in writing by the Member.

8.03 Loans to Company. Nothing in this Operating Agreement prevents any Member from making secured or unsecured loans to the Company by agreement with the Managers.

8.04 Records. At the expense of the Company, the Managers shall maintain records and accounts of the operations and expenditures of the Company and the Company's Subsidiary. At a minimum, the Company will keep at its principal place of business the following records:

a. A current list of the full name and last known address of each Member setting forth the amount of cash each Member has contributed, a description and statement of the agreed value of the other property or services each Member has contributed or has agreed to contribute in the future, and the date on which each became a Member;

b. A copy of the Articles of Organization of the Company and the Company's Subsidiary and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

c. Copies of the Company's and the Company's Subsidiary's federal and state income tax returns and reports, if any, for the three (3) most recent years and of any financial statements of the Company for the three (3) most recent years; and

d. Copies of the Company's currently effective written Operating Agreement and all amendments thereto.

8.05 Returns and Other Elections. The Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Internal Revenue Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, will be furnished to the Member within a reasonable time after the end of the Company's fiscal year upon the Member's written request. All elections permitted to be made by the Company under federal or state laws will be made by the Managers in their sole discretion.

ARTICLE IX TRANSFERABILITY

9.01 General. Except as may otherwise be specifically permitted in this Operating Agreement, no Member shall have the right to:

- a. sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration all or any part of its membership interest; or
- b. gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) all or any part of its membership interest.

ARTICLE X DISSOLUTION AND TERMINATION

10.01 Dissolution.

The Company shall be dissolved upon the occurrence of any of the following events:

- a. The occurrence of an event specified in Section 1.05; or
- b. By written resolution of the Member or, if there is more than one Member, by written agreement of all Members.

10.02 Winding Up, Liquidation and Distribution of Assets.

- a. Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managers shall promptly proceed to wind up the affairs of the Company.
- b. Upon the dissolution and winding up of the Company, its assets remaining after payment of, or provision for payment of, all debts and liabilities of the Company, shall be distributed to the Member if the Member continues to be a Qualifying Organization, and otherwise shall be distributed to one or more other Qualifying Organizations, preferably Qualifying Organizations furthering the Company's purposes, such that the assets will continue to be devoted to tax-exempt purposes.
- c. Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.
- d. The Managers shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets, subject to the limitations contained in Section 10.02.b.

10.03 Articles of Termination. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed pursuant to the

provisions of this Article X, Articles of Termination, as required by the Act, shall be executed and filed with the DCCA.

10.04 Effect of Filing of Articles of Termination. Upon the filing of articles of termination with the DCCA, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Managers shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company in accordance with the provisions of this Article X.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.01 Merger and Conversion. The Company shall not merge with, or convert into, an entity that is not exempt from taxation under Sections 501(a) and 501(c)(3) of the Internal Revenue Code.

11.02 Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be in writing and deemed to have been sufficiently given or served for all purposes if (a) delivered personally to the party, or to an officer or partner of a party that is an Entity, (b) sent by electronic mail during normal business hours to the electronic mail address set forth in this Operating Agreement, or (c) sent by first class, registered or certified mail, return receipt requested, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided in this Operating Agreement, any such notice shall be deemed to be given two (2) business days after the date on which the same was deposited in the United States mail, addressed and sent as described above.

11.03 Application of Hawai'i Law. This Operating Agreement, and its interpretation, shall be governed exclusively by its terms and by the laws of the State of Hawai'i and specifically the Act.

11.04 Amendments. This Operating Agreement and the Company's Articles of Organization may not be amended except by the written consent of the sole Member, or if there is more than one Member, all of the Members. Any amendments to this Operating Agreement and the Company's Articles of Organization must ~~be~~be consistent with Section 501(c)(3) of the Internal Revenue Code.

11.05 Execution of Additional Instruments. Each Member may be required to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with any laws, rules or regulations.

11.06 Construction. Whenever the singular number is used in this Operating 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.

11.07 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

11.08 Waivers. No party's undertakings or agreements contained in this Operating Agreement shall be deemed to have been waived unless such waiver is made by an instrument in writing signed by an authorized representative of the other Member. Failure of a party to insist on strict compliance with the provisions of this Operating Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Operating Agreement. A waiver of a breach of this Operating Agreement will not constitute a waiver of the provision itself or of any subsequent breach, or of any other provision of this Operating Agreement.

11.09 Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have.

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

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

11.12 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company or of the ~~Members~~Member.

11.13 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original, ~~but~~ all of which shall constitute one and the same instrument.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the sole Member and the Company have executed this Operating Agreement on the date first written above.

APPROVED AS TO CONTENT:

OFFICE OF HAWAIIAN AFFAIRS, a body corporate and instrumentality of the State of Hawai'i

Director, Land Management
Office of Hawaiian Affairs

By _____
Name: _____
Its _____

~~Sole~~-Member

APPROVED AS TO FORM:

HI'ILEI ALOHA LLC, a ~~Hawaii~~Hawai'i limited liability company

Senior Staff Attorney
Office of Hawaiian Affairs

By _____
Name: _____
Its Manager

By _____
Name: _____
Its Manager

By _____
Name: _____
Its Manager

Company

Summary report: Litera Compare for Word 11.4.0.111 Document comparison done on 9/29/2026 9:14:17 PM	
Style name: Underline Strikethrough	
Intelligent Table Comparison: Active	
Original DMS: iw://dentonsus.cloudimanage.com/US_ACTIVE/138797613/1	
Modified DMS: iw://dentonsus.cloudimanage.com/US_ACTIVE/138799684/2	
Changes:	
Add	66
Delete	54
Move From	0
Move To	0
Table Insert	1
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	121

Attachment E:
Proposed Fifth Amended
and Restated Operating
Agreement of Hi‘ipaka LLC
to be executed by the
Managers of Hi‘ipaka LLC
(redline)

~~FOURTH~~FIFTH AMENDED AND RESTATED OPERATING AGREEMENT
of
HI'IPAKA LLC
(MANAGER-MANAGED)

This Operating Agreement ("Agreement"), made and entered into as of December 5, 2007, and amended and restated ~~on May 30, 2019~~ as of October __, 2026, is made by and between HI'ILEI ALOHA LLC, a Hawai'i limited liability company, whose address is ~~711 Kapi'olani Boulevard, 5th Floor, Honolulu~~ 59-864 Kamehameha Highway, Haleiwa, Hawai'i ~~96813~~ 96712 ("Member"), and HI'IPAKA LLC, a Hawai'i limited liability company, whose address is ~~711 Kapi'olani Boulevard, 5th Floor, Honolulu~~ 59-864 Kamehameha Highway, Haleiwa, Hawai'i ~~96813~~ 96712 (the "Company").

ARTICLE I
FORMATION OF COMPANY

1.01. Formation. The Company shall be, ~~or~~ and has been, organized as a Hawai'i limited liability company, by executing and delivering Articles of Organization to the Department of Commerce and Consumer Affairs of the State of Hawai'i ("DCCA") in accordance with and pursuant to Chapter 428 of the Hawai'i Revised Statutes (the "Act").

1.02. Name. The name of the Company is HI'IPAKA LLC.

1.03. Principal Place of Business. The ~~initial~~ principal place of business of the Company is ~~711 Kapi'olani Boulevard, 5th Floor, Honolulu~~ 59-864 Kamehameha Highway, Haleiwa, Hawai'i ~~96813~~ 96817. The Company may locate its place(s) of business and registered office at any other place or places as the Manager(s) may deem advisable.

1.04. Registered Office and Registered Agent. The Company's ~~initial~~ registered office ~~shall be at 711 Kapi'olani Boulevard, 5th Floor, Honolulu~~ is at 59-864 Kamehameha Highway, Haleiwa, Hawai'i ~~96813~~ 96712, and its initial registered agent was Clyde W. Nāmu'o. The registered office and registered agent may be changed by the Manager(s) by filing the address of the new registered office and/or the name of the new registered agent with the DCCA pursuant to the Act.

1.05. Term. The Term of the Company shall be from the filing of the Articles of Organization with the DCCA until dissolved in accordance with either the provisions of this Operating Agreement or the Act.

ARTICLE II
BUSINESS OF COMPANY

2.01. ~~Non-profit~~ Non-Profit Company. The Company is intended to operate as a ~~nonprofit~~ non-profit limited liability company exempt from federal income tax under Sections 501(a) and 501(c)(3) of the Internal Revenue Code and to which deductible contributions may be made under Section 170(c)(2) of the Internal Revenue Code. The Company shall not engage in any activity not permitted to be carried out by a company exempt from federal income tax under

Sections 501(a) and 501(c)(3) of the Internal Revenue Code to which deductible contributions may be made under Section 170(c)(2) of the Internal Revenue Code.

2.02. Mission. The mission of the Company is:

E mālama a e ho`omau i nā waiwai kānaka, mo`omeheu, a kūlohelohe o Waimea, O`ahu no kēlā hanauna, kēia hanauna ma o ka ho`ona`auao a me ka ho`okahu `ana.

Preserve and perpetuate the human, cultural, and natural resources of Waimea, O`ahu for generations through education and stewardship. (English translation)

2.03. Purposes. The Company has been formed and shall be operated exclusively to further the following exempt purposes:

- a. to fulfill the mission of the Company articulated in Section 2.02 above;
- b. to carry out such other religious, charitable, scientific, literary, educational and other purposes permitted by Section 501(c)(3) of the Internal Revenue Code as may be determined by the Member from time to time;
- c. to manage and assist the carrying out of these exempt purposes either by the Company or by related companies formed to carry out solely one or more of these exempt purposes; and
- d. to have and exercise all of the powers conferred by law on limited liability companies of Hawai`i, but only to the extent permitted for a company described in Section 501(c)(3) of the Internal Revenue Code and exempt from federal income tax under Section 501(a) of the Internal Revenue Code, and to which deductible contributions may be made under Section 170(c)(2) of the Internal Revenue Code.

2.04. Nonpartisanship; Noninvolvement in Lobbying. The purposes of the Company shall be pursued without political partisanship or lobbying, and the Company shall not become involved in, nor shall any of its funds be used for, the support of or opposition to any candidate or appointee for public office or to lobby for or against any governmental legislation, rule, or regulation.

ARTICLE III

NAME, ADDRESS AND ~~FAX NUMBER~~ E-MAIL ADDRESS OF MEMBER

3.01. The name, address and electronic mail address of the Member of the Company ~~are~~is as follows:

Name:

HI'ILEI ALOHA LLC
Kamehameha Highway

Address:

~~711 Kapi`olani Blvd., 5th Floor~~ 59-864

~~Honolulu~~ Haleiwa, Hawai`i ~~96813~~ 96712
E-mail address:

ARTICLE IV RIGHTS AND DUTIES OF MANAGERS

4.01. Management. The business and affairs of the Company will be managed by three (3) managers (the “Managers”). The Managers shall have the power and authority to manage and control the business of the Company and to bind the Company, subject to the limitations in Section 4.11 below and any limitations contained in the Act. Except for situations in which the approval of the Member is required by this Operating Agreement, the Managers have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incidental to the management of the Company’s business. The Managers may make decisions and take actions only with the consent of all Managers, unless the matter concerns a decision regarding a matter of an amount or value of less than \$50,000.00 or unless otherwise provided in this Operating Agreement (e.g., Section 4.06 below), in which event the decision and/or action of a single Manager alone will be sufficient to bind the Company, subject to the provisions of Section 4.12 below.

4.02. Managers. The Company shall have three (3) Managers. Following the resignation of the current Managers, the Member shall appoint three (3) Managers, each to serve staggered terms of approximately three (3) years, two (2) years, and one (1) year. The terms shall end on the last day of the month ~~in which~~when each Manager takes office. Subsequently, the Member shall appoint each Manager to serve a new three (3) year term or the remainder of an unexpired three (3) year term. The Managers shall not be OHA employees, and can only be removed for cause.

4.03. Certain Powers of Managers; Restriction on Member’s Authority. Without limiting the generality of Section 4.01, and subject to the limitations contained in Section 4.11, the Managers shall have the power and authority on behalf of the Company to:

- a. acquire or lease any real or personal property from any Person, pursuant to the ~~conflict of interest~~conflict-of-interest policy;
- b. borrow money for the Company from banks, other lending institutions, or the Member on such terms as the Managers deem appropriate, and in connection therewith, to hypothecate, mortgage, encumber and grant security interests in the assets of the Company to secure repayment of the borrowed sums;
- c. construct, operate, maintain and improve any real and personal property owned by the Company;
- d. prepay, in whole or in part, refinance, amend, modify or extend any mortgages or trust deeds affecting the assets of the Company and in connection therewith to execute for and on behalf of the Company any extensions, renewals or modifications of such mortgages or trust deeds;
- e. purchase liability and other insurance to protect the Company’s property and business;

- f. hold and own Company real and personal properties in the name of the Company;
- g. invest Company funds in time deposits, short-term governmental obligations, commercial paper or other investments;
- h. at the direction of the Member, sell, exchange or otherwise dispose of all or substantially all of the assets of the Company as part of a single transaction or plan as long as such disposition is not in violation of, or a cause of a default under, any other agreement to which the Company may be bound, the Act, or Section 501(c)(3) of the Internal Revenue Code;
- i. execute on behalf of the Company all instruments and documents, including, without limitation, checks, drafts, notes and other negotiable instruments; mortgages or deeds of trusts; security agreements; financing statements; documents providing for the acquisition, mortgage or disposition of the Company's property; assignments and bills of sale; leases; and any other instruments or documents necessary or desirable to the business of the Company;
- j. employ accountants, legal counsel, managing agents, tradespeople, contractors, subcontractors or other Persons to perform services for the Company;
- k. enter into any and all other agreements on behalf of the Company, in such forms as the Managers may approve; and
- l. do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

Unless authorized to do so by this Operating Agreement or by the Managers, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit or to render it liable for any purpose. No Member shall have any power or authority to bind the Company unless the Member has been authorized by the Managers to act as an agent of the Company in accordance with the preceding sentence.

4.04. Liability for Certain Acts. The Managers shall perform their respective duties as Managers in good faith, in a manner they reasonably believe to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. No Manager shall be liable to the Company or to any Member for any loss or damage sustained by the Company or any Member, unless the loss or damage shall have been the result of fraud, deceit, gross negligence, reckless or willful misconduct or a knowing violation of law by said Manager.

4.05. Members and Managers, Limited Duty of Loyalty. The duty of loyalty of any Member or Manager of the Company is not violated by participation in the formation, management, and performance of services for, employment by, or actions in support of any of the following entities:

a). Office of Hawaiian Affairs, or

b). Hi`ilei Aloha, LLC, or

c). any other entity (existing currently or in the future) of which the Office of Hawaiian Affairs or Hi`ilei Aloha LLC is a member, which is intended to further the purposes of the Office of Hawaiian Affairs as described in Chapter 10 of the Hawai`i Revised Statutes.

Except as stated above, neither the Member(s) (to the limited extent of the managerial authority under Section 4.11 hereof) or Managers of the Company shall compete with the Company in the conduct of the Company's business before the dissolution of the Company, nor during any period in which such person or entity participates in the winding up of the Company's business. Neither the Company nor any Member shall have any right, by virtue of this Operating Agreement, to share or participate in such other investments or activities of the Managers or Member(s) or to the income or proceeds derived therefrom.

4.06. Bank Accounts. The Managers may from ~~time-to-time~~time-to-time open bank accounts in the name of the Company, and the Managers shall be signatories thereon. Checks and drafts of less than \$10,000.00 may be executed by any Manager, and checks and drafts of \$10,000.00 or more shall be signed by two or more Managers.

4.07. Indemnity of the Managers.

a. Subject to the limitations and conditions provided in this Section 4.07, each Person ("Indemnified Person") who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitratative or investigative ("Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding, by reason of the fact that he, she, or a Person of whom he or she is the legal representative, is or was a Manager of the Company or is or was serving as a manager, director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another entity that is or was a Manager shall be indemnified by the Company against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable costs and expenses (including, without limitation, attorneys' fees) actually incurred by such Indemnified Person in connection with such Proceeding if such Indemnified Person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnified Person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, that the Indemnified Person had reasonable cause to believe that his conduct was unlawful.

b. To the extent that an Indemnified Person has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Section 4.07.a., or in defense of any claim, issue or matter therein, he will be indemnified against expenses (including attorneys' fees) actually and reasonably incurred in connection therewith.

c. Any indemnification under this Section 4.07 (unless ordered by a court) shall be made by the Company only as authorized in the specific case, upon a determination that indemnification is proper in the circumstances because he has met the applicable standard of conduct set forth therein. Such determination shall be made by the sole Member. If there is no disinterested Member, then the determination shall be made by the Company's independent legal counsel, whose fees must be paid by the Company.

d. Indemnification under this Section 4.07 shall continue as to an Indemnified Person who has ceased to serve in the capacity which initially entitled such Indemnified Person to indemnity hereunder. The rights granted pursuant to this Section 4.07 shall be deemed contract rights, and no amendment, modification or repeal of this Section 4.07 shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

e. The right to indemnification conferred by this Section 4.07 shall include the right to be paid or reimbursed by the Company for the reasonable expenses incurred in advance of the final disposition of the Proceeding and without any determination as to the Indemnified Person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred in advance of the final disposition of a Proceeding shall be made only upon delivery to the Company of a written affirmation by such Indemnified Person of his good faith belief that he has met the standard of conduct necessary for indemnification under this Section 4.07 and a written undertaking, by or on behalf of such Indemnified Person, to repay all amounts so advanced if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified under this Section 4.07 or otherwise.

4.08. Reimbursement to Managers. The Company shall reimburse the Managers for all ordinary, necessary, and direct expenses incurred by the Managers on behalf of the Company in carrying out the Company's business activities.

4.09. Execution of Documents. Any document or instrument of any and every nature, including without limitation, any agreement, contract, deed, lease, promissory note, mortgage or deed of trust, security agreement, financing statement, pledge, assignment, bill of sale and certificate, which is intended to bind the Company or convey or encumber title to its real or personal property shall be valid and binding for all purposes only if executed by two or more of the Managers as provided in Section 4.01 above.

4.10. Delegation of Manager's Authority. Notwithstanding the provisions of this Article IV, the Managers may delegate in writing authority to one or more of the Company's employees, agents or independent contractors to write checks, sign contracts and other documents described in Section 4.09, hire and fire personnel, or take such other actions on behalf of the Company as may be necessary or useful to the management and operation of the Company, subject to such financial limits or other limitations as the Managers shall describe in such written authorization, and subject to the limitations on the Managers' authority as set forth in Section 4.11.

4.11. Limitations on Managers' Authority. Only ~~a writing executed by 100%~~with the written consent of the Members ~~may~~and the member of the Member (the "Member's Member") may the Manager:

- a. add new Members;
- b. authorize the sale or mortgage of any interest in real estate held by the Company;
- c. authorize any lease, license, or occupancy, extending more than 10 years;
- d. provide any salary, bonus, loan or other benefit, other than reimbursement of costs, to any Manager;
- e. authorize the sale, exchange or disposition of all or substantially all of the assets of the Company as part of a single transaction or plan, which may be carried out as long as such disposition is not in violation of, or a cause of a default under, any other agreement to which the Company may be bound, the Act, or Section 501(c)(3) of the Internal Revenue Code;
- f. authorize the dissolution of the Company; ~~or~~
- g. amend this Operating Agreement and the Articles of Organization of the Company; or
- h. hire a Chief Operating Officer or Executive Director selected by the Managers.

Once 100% of the Members' and the Member's Member's written authorization is received by the Company, the Managers shall have the authority to bind the company by negotiating and signing any ~~documents~~document necessary or useful to carry out the Member-authorized transaction. The Member's written authorization will be effective if executed by all Managers of the Member on behalf of the Member. If one of the Managers is also a manager of the Member, that will not alter the application of this Section.

~~4.12. Resignation. Any Manager of the Company may resign at any time by giving written notice to the Member. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute a withdrawal of a Member.~~

~~4.13~~4.12. Deadlock/Conflict. If for any reason (a) one of the Managers is disqualified from rendering a decision or taking an action on behalf of the Company as a result of a conflict of interest, and (b) the two remaining Managers are unable to agree, then the decision or action of the most senior Manager in time of service shall control in the absence of a conflict of interest or other circumstance which, under policies adopted by the Company, would disqualify said Manager from rendering the decision or taking the action, in which case the decision or action of the next most senior Manager in time of service shall control.

If for any reason all of the Managers are disqualified from rendering a decision or taking an action on behalf of the Company as a result of a conflict of interest, their designee shall, after

exercising due diligence in accordance with the procedures set forth in the Company's policy on Financial Conflicts of Interest, render the decision or take the action in question.

4.13. Resignation and Termination. Any Manager of the Company may resign at any time by giving written notice to the Member. The resignation of any Manager shall take effect upon receipt of notice thereof or at such later date specified in such notice; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The resignation of a Manager who is also a Member shall not affect the Manager's rights as a Member and shall not constitute withdrawal of a Member. A Manager may only be terminated for cause.

ARTICLE V

MEMBERS; RIGHTS AND OBLIGATIONS OF MEMBER

5.01. Member. Hi'ilei Aloha LLC, a Hawai'i limited liability company, is the sole Member of the Company ("Member").

5.02. Qualifying Organization. As used herein, the term "Qualifying Organization" shall refer to any entity which is described in Section 501(c)(3) of the Internal Revenue Code and exempt from taxation under Section 501(a) of the Internal Revenue Code, a governmental unit, or wholly-owned instrumentality of a state or political subdivision thereof.

5.03. Membership Limited to Qualifying Organizations. No entity may be or become a Member of this Company, and no direct or indirect transfer of a membership interest may be made to any entity, except a Qualifying Organization.

5.04. Admission of Additional Members. Additional members may be admitted to the Company upon the consent of the existing Member only if they are Qualifying Organizations as defined in Section 5.02. This Operating Agreement is designed exclusively for a ~~single member~~single-member limited liability company, and the existence of more than one member would require very substantial revision of this Operating Agreement, and would require the written agreement of all Members. No entity shall be deemed to have been admitted as an additional member of the Company unless that entity's signature appears on this Agreement as duly amended or restated and unless that entity's signature has been duly notarized.

5.05. Cessation of Member as Qualifying Organization. If a Member at any time shall cease to be a Qualifying Organization, then the Company will be dissolved and terminated unless and until its only Member or Members are Qualifying Organizations, and then only if Hawai'i law permits the continuation or reinstatement of the Company.

5.06. Enforcement of Rights. A Member shall expeditiously and vigorously enforce all of its rights in the Company and pursue all legal and equitable remedies to protect its interests in the Company.

5.07. Limitation of Liability. Each Member's liability shall be limited to the full extent set forth in this Operating Agreement, the Act and other applicable law.

5.08. Company Debt Liability. A Member shall not be personally liable for any debts or losses of the Company beyond its capital contribution except as otherwise required by law.

5.09. List of Members. Upon the written request of any Member, the Managers shall provide a list showing the names, addresses and Membership Interests of all Members.

5.10. Company Books. The Managers shall maintain and preserve, during the term of the Company, the accounts, books, and other relevant Company documents. Upon reasonable written request, any Member shall have the right, at any time during ordinary business hours, to inspect and copy, at the ~~requesting Member's~~ Company's expense, the writings listed in Section 8.04, and any other Company documents if and to the extent required by Hawai'i law.

5.11 Reporting. In order to assist the Member and the Member's Member in satisfying their respective fiduciary duties with respect to the Company and its properties, and in preparing the Member's and the Member's Member's respective financial reports, the Managers shall provide the following information to the Member and the Member's Member regarding the Company:

a. Financial Information. Quarterly financial statements, including balance sheet, operating statements and budget-to-actual results (within 45 days after the end of each calendar quarter), and annual capital and operating budgets, audited financial statements and auditor's reports and Form 990 (within 30 days after completion).

b. Programmatic Information. Annual report on performance of the Company in satisfying the Company's charitable purposes, including new programmatic initiatives (within 90 days after each year end).

c. Operating Information. Notice of significant management (COO and CFO) or organizational changes, material litigation, serious safety or environmental incidents, cyber- attacks or data breaches, suspected fraud, major financial losses or natural disasters (within 30 days after each occurrence).

d. Other Information. Such other information as the Member or the Member's Member may reasonably request of the Company from time to time.

ARTICLE VI MEETINGS OF MEMBERS

6.01. Meetings of and Voting by Members.

a. If there is more than one Member, each Member shall have a vote as shall be determined by amendment to this Operating Agreement pursuant to Section 5.04 above.

b. A meeting of the Member(s) may be called at any time by any Manager or Member. Not less than five (5) nor more than thirty (30) days before each meeting, a Manager shall give written notice of the meeting to the sole Member, or if there is more than one Member, to each Member entitled to vote at the meeting. The notice shall state the time, place and purpose of the meeting. If any Member so requests, a Manager shall arrange for any Member to participate by telephone or any other voice communications medium, so long as the

communications arrangements enable all Members to hear each other. The presence in person or by proxy or by any voice communications medium of Members holding not less than a Majority Interest shall constitute a quorum.

c. Except as otherwise specifically provided in this Operating Agreement, the affirmative vote of Members holding a Majority Interest shall be required and sufficient to approve any matter coming before the Members, including matters which under the Act (but for this Operating Agreement provision) would require unanimous consent of the Members.

d. In lieu of holding a meeting, the Members may vote or otherwise take action by written consent of the Members. Faxed signatures on consents are valid. Prompt notice of the taking of the action without a meeting by less than unanimous consent shall be given in writing to those Members who were entitled to vote but did not consent in writing.

ARTICLE VII CONTRIBUTIONS TO THE COMPANY

7.01. Contribution of Cash in Exchange for Membership. Immediately after the parties have signed this Agreement, Member shall contribute cash in the amount of \$100,000 to the Company, in full compensation for its membership in the Company. The Member expects to contribute to the Company Member's real estate and related holdings located in Pūpūkea and Waimea, District of Ko'olaupia, City and County of Honolulu, State of Hawai'i, and may in the future contribute other assets to the Company, all of which shall be used and operated in accordance with the Company's exempt purposes. However, the Member has no duty to make any contribution of capital or property to the Company under any circumstance or for

7.02. Member Not Obligated. The Member has no duty to make any contribution of capital or property to the Company under any circumstance or for any reason.

7.03. Additional Funding. If the Managers determine at any time that there is a need for additional funds to meet the expenses and obligations of the Company, the Managers shall give written notice (the "Cash Needs Notice") to the sole Member, or if there is more than one Member, to each Member, and to the Member's member the Office of Hawaiian Affairs of the amount of additional funds needed together with such information as may be necessary or requested by the Member to evidence the need for the funds and the proposed uses thereof (the required amount of funds are referred to as the "Required Funds"). Any Member may, but is not obligated to, contribute or loan any Required Funds on terms to be agreed upon between the Member and the Company. The Managers shall not loan any funds to the Company.

ARTICLE VIII DISTRIBUTIONS, SALARIES, LOANS, RECORDS AND RETURNS

8.01. Limitation upon Distributions. No distribution or return of capital contributions may be made and paid if the financial condition of the Company does not permit such action under Hawai'i law (currently Hawai'i Revised Statutes Section 428-406). No assets of the Company may be transferred, granted or distributed, whether directly or indirectly, to any entity other than a Qualifying Organization, except in exchange for fair market value. The Company

shall not distribute any assets, other than in exchange for fair market value, to any Member which has ceased being a Qualifying Organization or governmental unit or instrumentality.

8.02. Salaries. Neither the Managers nor any Member shall be entitled to receive a salary for services rendered to the Company, unless the salary and its amount are consented to in writing by the Member.

8.03. Loans to Company. Nothing in this Operating Agreement prevents any Member from making secured or unsecured loans to the Company by agreement with the Managers.

8.04. Records. At the expense of the Company, the Managers shall maintain records and accounts of the operations and expenditures of the Company. At a minimum, the Company will keep at its principal place of business the following records:

a. A current list of the full name and last known address of each Member setting forth the amount of cash each Member has contributed, a description and statement of the agreed value of the other property or services each Member has contributed or has agreed to contribute in the future, and the date on which each became a Member;

b. A copy of the Articles of Organization of the Company and all amendments thereto, together with executed copies of any powers of attorney pursuant to which any amendment has been executed;

c. Copies of the Company's federal and state income tax returns and reports, if any, for the three (3) most recent years and of any financial statements of the Company for the three (3) most recent years; and

d. Copies of the Company's currently effective written Operating Agreement and all amendments thereto.

8.05. Returns and Other Elections. The Managers shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Internal Revenue Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns, or pertinent information therefrom, will be furnished to the Member within a reasonable time after the end of the Company's fiscal year upon the Member's written request. All elections permitted to be made by the Company under federal or state laws will be made by the Managers in their sole discretion.

ARTICLE IX TRANSFERABILITY

9.01. General. Except as may otherwise be specifically permitted in this Operating Agreement, no Member shall have the right to:

a. sell, assign, pledge, hypothecate, transfer, exchange or otherwise transfer for consideration all or any part of its membership interest; or

b. gift, bequeath or otherwise transfer for no consideration (whether or not by operation of law, except in the case of bankruptcy) all or any part of its membership interest.

ARTICLE X DISSOLUTION AND TERMINATION

10.01. Dissolution.

The Company shall be dissolved upon the occurrence of any of the following events:

- a. The occurrence of an event specified in Section 1.05; or
- b. by written resolution of the Member or, if there is more than one Member, by written agreement of all Members.

10.02. Winding Up, Liquidation and Distribution of Assets.

a. Upon dissolution, an accounting shall be made by the Company's independent accountants of the accounts of the Company and of the Company's assets, liabilities and operations, from the date of the last previous accounting until the date of dissolution. The Managers shall promptly proceed to wind up the affairs of the Company.

b. Upon the dissolution and winding up of the Company, its assets remaining after payment of, or provision for payment of, all debts and liabilities of the Company, shall be distributed to the Member if the Member continues to be a Qualifying Organization, and otherwise shall be distributed to one or more other Qualifying Organizations, preferably Qualifying Organizations furthering the Company's purposes, such that the assets will continue to be devoted to tax-exempt purposes.

c. Upon completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated.

d. The Managers shall comply with all requirements of applicable law pertaining to the winding up of the affairs of the Company and the final distribution of its assets, subject to the limitations contained in Section 10.02.b hereof.

10.03. Articles of Termination. When all debts, liabilities and obligations of the Company have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets of the Company have been distributed pursuant to the provisions of this Article X, Articles of Termination, as required by the Act, shall be executed and filed with the DCCA.

10.04. Effect of Filing of Articles of Termination. Upon the filing of Articles of Termination with the DCCA, the existence of the Company shall cease, except for the purpose of suits, other proceedings and appropriate action as provided in the Act. The Managers shall have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company in accordance with the provisions of this Article X.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.01. Merger and Conversion. The Company shall not merge with, or convert into, an entity that is not exempt from taxation under Sections 501(a) and 501(c)(3) of the Internal Revenue Code.

11.02. Notices. Any notice, demand, or communication required or permitted to be given by any provision of this Operating Agreement shall be in writing and deemed to have been sufficiently given or served for all purposes if (a) delivered personally to the party, or to a manager, officer or partner of a party that is an entity, (b) sent by electronic mail during normal business hours to the electronic mail address set forth in this Operating Agreement, or (c) sent by first class, registered or certified mail, return receipt requested, postage and charges prepaid, addressed to the Member's and/or Company's address, as appropriate, which is set forth in this Operating Agreement. Except as otherwise provided in this Operating Agreement, any such notice shall be deemed to be given two (2) business days after the date on which the same was deposited in the United States mail, addressed and sent as described above.

11.03. Application of Hawai'i Law. This Operating Agreement, and its interpretation, shall be governed exclusively by its terms and by the laws of the State of Hawai'i and specifically the Act.

11.04. Amendments. This Operating Agreement and the Company's Articles of Organization may not be amended except by the written consent of the sole Member, or if there is more than one Member, all of the Members. Any amendments to this Operating Agreement and the Company's Articles of Organization must be consistent with Section 501(c)(3) of the Internal Revenue Code, as the same may be amended from time to time or any similar successor statute.

11.05. Execution of Additional Instruments. Each Member may be required to execute such other and further statements of interest and holdings, designations and other instruments necessary to comply with any laws, rules or regulations.

11.06. Construction. Whenever the singular number is used in this Operating 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.

11.07. Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Operating Agreement or any provision hereof.

11.08. Waivers. No party's undertakings or agreements contained in this Operating Agreement shall be deemed to have been waived unless such waiver is made by an instrument in writing signed by an authorized representative of the other Member. Failure of a party to insist on strict compliance with the provisions of this Operating Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Operating Agreement. A waiver of a breach of this Operating Agreement will not constitute a

waiver of the provision itself or of any subsequent breach, or of any other provision of this Operating Agreement.

11.09. Rights and Remedies Cumulative. The rights and remedies provided by this Operating Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have.

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

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

11.12. Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditors of the Company or of the ~~Members~~Member.

11.13. Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the sole Member and the Company have executed this Operating Agreement on the date first written above.

HŪILEI ALOHA LLC, a Hawai'i limited liability company

By _____

By _____

Name: _____

Its Manager

By _____

By _____

Name: _____

Its Manager

By _____

Name: _____

Its Manager

Member

HŪIPAKA LLC, a Hawai'i limited liability company

By _____

By _____

Name: _____

Its Manager

By _____

By _____

Name: _____

Its Manager

By _____

Name: _____

Its Manager

Company

Summary report: Litera Compare for Word 11.4.0.111 Document comparison done on 9/29/2026 9:20:41 PM	
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Intelligent Table Comparison: Active	
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Delete	54
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Move To	1
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	129



Keoni Souza - *Chairperson*
John D. Waihe'e IV - *Vice Chair*

Phone: (808) 594-1888
Fax: (808) 594-1868

MEMBERS

Dan Ahuna
Kaleihikina Akaka
Keli'i Akina, Ph.D.
Luana Alapa
Brickwood Galuteria
Kaiali'i Kahele
Carmen "Hulu" Lindsey

OFFICE OF HAWAIIAN AFFAIRS
KE'ENA KULEANA HAWAI'I
INVESTMENT AND LAND MANAGEMENT COMMITTEE
560 N. Nimitz Hwy., Suite 200
Honolulu, HI 96817

Board Packet

IV. New Business

B. Action Item ILM #26-11: Authorization to Establish an Independent Nonprofit Operating Entity for the Native Hawaiian Cultural Center and Approval of Initial Multi-Year Seed Funding of Up to \$5,700,000 for Fiscal Years 2027 through 2029



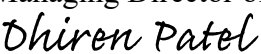
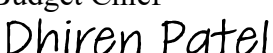
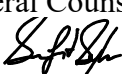
ACTION ITEM

COMMITTEE ON INVESTMENT AND LAND MANAGEMENT

October 7, 2026

ILM #26-11

Action Item Issue: Authorization to Establish an Independent Nonprofit Operating Entity for the Native Hawaiian Cultural Center and Approval of Initial Multi-Year Seed Funding of Up to \$5,700,000 for Fiscal Years 2027 through 2029

Co-prepared by:		10/01/2026
	Lori Walker	Date
	Legacy Land Manager	
Co-prepared by:		10/01/2026
	Daniel Sandomire	Date
	Managing Director of Real Estate	
Reviewed by:		10/01/2026
	Grace Chen	Date
	Budget Chief	
Reviewed by:		10/01/2026
	Dhiren Patel	Date
	Chief Financial Officer	
Reviewed by:		10/01/2026
	Everett Ohta	Date
	General Counsel	
Reviewed by:		10/01/2026
	Summer Sylva	Date
	Interim Chief Administrator	
Reviewed by:		10/01/2026
	Trustee Keoni Souza	Date
	Chairperson, ILM Committee	

Action Item ILM #26-11: Authorization to Establish an Independent Nonprofit Operating Entity for the Native Hawaiian Cultural Center and Approval of Initial Multi-Year Seed Funding of Up to \$5,700,000 for Fiscal Years 2027 through 2029

I. PROPOSED ACTION

- A. Administration recommends that the Investment and Land Management Committee recommend that the Board of Trustees authorize the establishment and launch of an independent nonprofit organization for the Native Hawaiian Cultural Center and advance the project through early pre-development and schematic design, supported by an initial seed funding commitment of up to \$5,700,000 over fiscal years 2027 through 2029. Authorize OHA to establish or support the establishment of an independent Hawaii nonprofit corporation and pursue federal tax-exempt status under Internal Revenue Code section 501(c)(3).
- B. Authorize the reallocation of \$500,000 of available FY2027 Core Operating budget surplus to support the FY2027 funding authorized under this Action Item.
- C. Authorize an increase to the FY2027 Native Hawaiian Trust Fund spending limit of \$1,500,000 funded from the Hawai'i Investment Lands Kakaako Makai available accumulated cash account. This increase constitutes a limited exception to the current Native Hawaiian Trust Fund Spending Policy solely for purposes of implementing this Action Item and shall not establish precedent for future spending-limit determinations.
- D. Authorize funding according to the annual schedule in this Action Item, including up to \$120,000 in FY2027 OHA operating expenses to establish the nonprofit entity and an OHA grant award of up to \$1,880,000 for its FY2027 work plan, subject to the conditions, reporting requirements, legal review, procurement requirements, and certification of available funds described below.
- E. Authorize the Chief Administrator, or designee, to negotiate and execute the grant, consultant, and organizational documents necessary to carry out the approved scope, provided the total expenditures remain within the approved scope and funding ceiling.
- F. Confirm that this Action Item does not authorize acquisition or transfer of real property, approval of a lease or other site agreement, a development agreement, a construction contract, or a long-term operating subsidy. Any such action will return to the Board for separate approval.

II. ISSUE

Whether OHA should provide a defined, multi-year seed commitment to move the Native Hawaiian Cultural Center from feasibility into organizational formation, site control planning, pre-development, fundraising readiness, and schematic design while requiring separate Board approval for any land agreement or future construction funding.

III. BACKGROUND AND DISCUSSION

AEA Consulting completed the Native Hawaiian Cultural Center (NHCC) feasibility study and recommended formation of an independent nonprofit organization to guide development,

Action Item ILM #26-11: Authorization to Establish an Independent Nonprofit Operating Entity for the Native Hawaiian Cultural Center and Approval of Initial Multi-Year Seed Funding of Up to \$5,700,000 for Fiscal Years 2027 through 2029

fundraising, programming, and eventual operations. The feasibility study also established a preliminary program and a phased path toward implementation. The next step is to establish the organization, recruit leadership, validate the development program and associated costs, advance an appropriate site arrangement, and develop a credible fundraising strategy.

The NHCC is currently contemplated for the City-owned property commonly known as the Look Lab site at 40 Ahui Street in Kakaako Makai. City property records identify it as Tax Map Key No. (1) 2-1-060:029, comprising approximately 9.573 acres and including the former J.K.K. Look Laboratory. In September 2026, OHA and the City publicly discussed possible uses of the Look Lab site, including the NHCC and a City Ocean Safety headquarters. OHA and City representatives also began discussing Ocean Safety facility needs. These discussions are exploratory; the location and terms of any site arrangement remain subject to due diligence and future approvals.

OHA would serve as a founding partner and initial funder. The nonprofit would not have shareholders or private owners. It would be governed by a board of directors, with OHA retaining a permanent right to designate at least one director. OHA may invite other alii trusts, cultural practitioners, and other partners to participate in fundraising, governance or advisory roles as the organizational structure is developed.

The recommended structure separates organizational funding from the future real estate arrangement. The form of site control, property ownership, and any long-term occupancy or operating agreement remains under evaluation. This Action Item does not approve a real estate acquisition, transfer, lease, or other site agreement. Any proposed real estate transaction will return to the Board for separate approval.

IV. PROPOSED FUNDING AND CONTROLS

The AEA Feasibility Study identifies the need to establish an independent nonprofit, recruit leadership, and advance pre-opening planning and design.

The nonprofit will operate the Native Hawaiian Cultural Center as an organization legally separate from OHA. OHA will provide initial seed funding and may retain appropriate governance representation and oversight consistent with the nonprofit's organizational documents, applicable law, and the terms and conditions of OHA funding. The specific governance structure, roles and responsibilities, and ongoing relationship between OHA and the nonprofit will be established through the nonprofit's governing documents and any applicable agreements with OHA.

Consistent with these implementation steps, preliminary planning-level cost ranges indicate that an initial OHA seed commitment would support organizational formation, recruitment and hiring of an executive director and project manager, pre-development, fundraising readiness, and schematic design during the first three fiscal years. These preliminary ranges reflect early assumptions and will be refined as the nonprofit is established, consultants are procured, site due diligence advances, and annual work plans are developed. Approval of this Action Item establishes

Action Item ILM #26-11: Authorization to Establish an Independent Nonprofit Operating Entity for the Native Hawaiian Cultural Center and Approval of Initial Multi-Year Seed Funding of Up to \$5,700,000 for Fiscal Years 2027 through 2029

a maximum funding authorization and does not constitute approval of a final project budget or any specific line-item estimate.

Fiscal Year	Maximum OHA Funding	Primary Purpose	Release Conditions
FY2027	\$120,000	OHA-funded nonprofit Formation and Governance Start-Up Costs	Costs include legal/entity formation, tax-exempt application, governance documents, board development, administrative setup, and related start-up activities.
FY2027	\$1,880,000	Recruitment and hiring of an executive director and project manager, legal and site due diligence, concept design and program validation, preliminary cost model, fundraising readiness, and community and cultural engagement.	Grant award requires a legally established eligible recipient, an approved FY2027. Approved annual work plan and budget; legal review; Finance confirmation of available funds.
FY2028	\$2,200,000	Advance site-control documentation, regulatory and technical studies, schematic design, operating and fundraising plans, and related pre-development work.	Nonprofit in good standing; founding board seated; executive leadership engaged; validated concept and preliminary cost model; satisfactory progress report.
FY2029	\$1,500,000	Complete the approved schematic-design and pre-development scope, refine the capital plan, and prepare the project for the next Board decision regarding site, fundraising, and later design phases.	Updated annual work plan and budget; satisfactory progress against site-control, design, fundraising milestones; confirmation that the work is within the approved seed scope.
Total	\$5,700,000	Initial OHA seed commitment	No expenditure beyond the total authorization without further Board approval.

The Chief Administrator may rephase amounts among fiscal years to reflect project timing, subject to applicable budget and procurement requirements, provided that the total commitment does not exceed \$5,700,000 and the approved purpose and release conditions remain unchanged. Any change to the FY2027 operating-expense and grant-award mechanisms will be reviewed by Finance and Legal before implementation.

Use of funds.

OHA may directly incur up to \$120,000 in FY2027 operating expenses to establish the nonprofit and prepare it to receive grant funds. After the nonprofit is legally established and completes applicable grant review, OHA may award it up to \$1,880,000 for the approved FY2027 work plan.

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Across the seed funding period, eligible uses include nonprofit formation, governance development, recruitment and compensation of an executive director and project manager, legal and accounting services, insurance, cultural-practitioner consultation, community engagement, fundraising counsel, site and environmental due diligence, conceptual and schematic design, engineering, cost estimating, entitlement strategy, and owner's representative or project-management services.

Restrictions.

Funds may not be used for land acquisition, acquisition or transfer of real property, construction, debt service, or work beyond schematic design without further Board approval. Site-specific schematic-design work may begin only after OHA has an executed site agreement or another binding site-control commitment acceptable to OHA's General Counsel.

Grant safeguards.

The FY2027 grant may be executed only after the nonprofit is legally established, has an authorized governing board, and is eligible to receive and administer OHA grant funds. The funding agreement will require an approved annual budget and work plan, quarterly financial and program reports, annual financial reporting appropriate to the nonprofit's level of activity, OHA access to records, return or reprogramming of unspent funds as permitted by law, and OHA remedies for material nonperformance or use outside the approved scope.

V. TIMEFRAME AND MILESTONES

FY2027 (Oct 2026 – June 30, 2027): Form the nonprofit; adopt articles, bylaws, and core governance policies; document OHA's permanent board-designation right; recruit the founding board, executive director, and project manager; begin site, legal, environmental, and entitlement due diligence; advance conceptual design and validate the program; prepare a locally informed preliminary cost model; and complete a fundraising-readiness assessment.

FY2028 (July 1, 2027 – June 30, 2028): Advance the site-control framework; continue required technical and regulatory studies; begin or advance schematic design only after the site-control gate is satisfied; refine the operating model and capital campaign strategy; and report updated project cost, schedule, risks, and outside funding prospects to the Board.

FY2029 (July 1, 2028 – June 30, 2029): Complete the Board-approved early design and pre-development scope; present a refined capital and operating plan; identify confirmed and prospective non-OHA funding; and return to the Board for any proposed real estate transaction, later design authorization, capital campaign commitment, or construction-phase funding.

VI. FUNDING SOURCE

FY2027 – \$2,000,000

- Reallocate \$500,000 of available FY2027 Core Operating budget surplus

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- Increase FY27 NHTF Spending limit budget by transferring \$1,500,000 from the Native Hawaiian Trust Fund Kakaako Makai available accumulated cash

FY28 - \$2,200,000 - Include in FY2028–FY2029 Biennium Budget, subject to Board approval

FY29: \$1,500,000 - Include in FY2028–FY2029 Biennium Budget, subject to Board approval

VII. BUDGET CERTIFICATION

The Budget Chief certifies that the funding sources supporting the proposed FY2027 budget adjustments have been identified and are available, subject to verification of applicable grant award documentation and funding requirements.

Dhiren Patel

Grace Chen
Budget Chief

Date: 10/01/2026

VIII. REPORTING AND BOARD OVERSIGHT

- A. Quarterly written updates to ILM during the initial funding period, including actual spending against budget, milestone status, material risks, and outside funds raised or committed.
- B. An annual work plan and budget before release of each fiscal year's tranche.
- C. Separate Board approval for any land transfer, ground lease, development agreement, construction funding, borrowing, guarantee, or OHA operating subsidy beyond this authorization.
- D. A final report at the end of FY2029 describing use of the seed funds, work completed, remaining project cost, fundraising capacity, proposed site arrangement, and Administration's recommendation for the next phase.

IX. ALTERNATIVE ACTIONS

- A. Approve only the FY2027 amount and require a separate Action Item for later years.
- B. Approve a lower total or a different annual funding schedule.
- C. Defer action pending completion of additional organizational, legal, or budget analysis.
- D. Take no action.

Action Item ILM #26-11: Authorization to Establish an Independent Nonprofit Operating Entity for the Native Hawaiian Cultural Center and Approval of Initial Multi-Year Seed Funding of Up to \$5,700,000 for Fiscal Years 2027 through 2029

X. RECOMMENDED ACTIONS

Administration recommends that the Investment and Land Management Committee recommend that the Board of Trustees:

- A.** Approve an initial OHA seed funding commitment of up to \$5,700,000 for the Native Hawaiian Cultural Center over fiscal years 2027 through 2029, according to the funding schedule and conditions stated in this Action Item , including the FY2027 split of up to \$120,000 in OHA operating expenses and up to \$1,880,000 as an OHA grant award.
- B.** Authorize the reallocation of \$500,000 of available FY2027 Core Operating budget surplus to support the FY2027 funding authorized under this Action Item.
- C.** Authorize an increase to the FY2027 Native Hawaiian Trust Fund spending limit of \$1,500,000 funded from the Hawai'i Investment Lands Kakaako Makai available accumulated cash account. This increase constitutes a limited exception to the current Native Hawaiian Trust Fund Spending Policy solely for purposes of implementing this Action Item and shall not establish precedent for future spending-limit determinations.
- D.** Authorize the establishment or support of an independent nonprofit organization to develop, fundraise for, and operate the Native Hawaiian Cultural Center, with OHA serving as a founding partner and retaining a permanent right to designate at least one member of the nonprofit's governing board.
- E.** Authorize the Chief Administrator, or designee, to negotiate and execute the grant, consultant, organizational, and related agreements necessary to carry out the approved scope, subject to review by the General Counsel, certification of available funds, and all applicable procurement and budget requirements.
- F.** Authorize the Chief Administrator to rephase the annual amounts without increasing the total authorization, provided that the approved purpose, controls, and release conditions remain unchanged.
- G.** Require the Administration to return to the Board for separate approval of any land transfer, ground lease, development agreement, work beyond schematic design, construction funding, borrowing, guarantee, or continuing OHA operating subsidy.

XI. REFERENCES

- A.** AEA Consulting, Native Hawaiian Cultural Center Feasibility Study and Business Model, dated August 10, 2026. Confidential and not attached.

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Keoni Souza - *Chairperson*
John D. Waihe'e IV - *Vice Chair*

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MEMBERS

Dan Ahuna
Kaleihikina Akaka
Keli'i Akina, Ph.D.
Luana Alapa
Brickwood Galuteria
Kaiali'i Kahele
Carmen "Hulu" Lindsey

OFFICE OF HAWAIIAN AFFAIRS
KE'ENA KULEANA HAWAI'I
INVESTMENT AND LAND MANAGEMENT COMMITTEE
560 N. Nimitz Hwy., Suite 200
Honolulu, HI 96817

Board Packet

IV. New Business

C. Action Item ILM #26-12: Authorization for the Resource Management-Land Assets Division to prepare agreements between the Office of Hawaiian Affairs and Hawaii's Construction Trade Organizations Establishing Project Labor Requirements for Covered Development Projects on OHA-Owned Lands in Kaka'ako Makai.



ACTION ITEM

COMMITTEE ON INVESTMENT AND LAND MANAGEMENT

October 7, 2026

ILM #26-12

Action Item: Authorization for the Resource Management-Land Assets Division to prepare agreements between the Office of Hawaiian Affairs and Hawaii's Construction Trade Organizations Establishing Project Labor Requirements for Covered Development Projects on OHA-Owned Lands in Kaka'ako Makai

Prepared by:  10/01/2026

Daniel Sandomire Date
Managing Director of Real Estate

Reviewed by:  10/01/2026

Everett Ohta Date
General Counsel

Reviewed by:  10/01/2026

Summer Sylva Date
Interim Chief Administrator

Reviewed by:  10/01/2026

Trustee Keoni Souza Date
Chairperson, Committee on Investment and Land Management

Action Item ILM #26-12: Authorization for the Resource Management-Land Assets Division to prepare agreements between the Office of Hawaiian Affairs and Hawaii's Construction Trade Organizations Establishing Project Labor Requirements for Covered Development Projects on OHA-Owned Lands in Kaka'ako Makai

I. PROPOSED ACTION

Approve and recommend that the Board of Trustees authorize the Interim Chief Administrator, or the Interim Chief Administrator's designee, to negotiate, finalize, and execute agreements with the following construction trade organizations in connection with future development projects at Kakaako Makai:

- A. Hawaii Regional Council of Carpenters;
- B. Hawaii Construction Alliance; and
- C. Hawaii Building and Construction Trades Council.

Such agreements may establish frameworks for labor coordination, workforce participation, jurisdictional dispute resolution, project efficiency, workforce development, and other construction-related matters applicable to Kakaako Makai development projects.

Final agreements shall be subject to review and approval as to form by OHA Corporate Counsel and shall not independently authorize any specific development project, construction contract, expenditure of funds, or disposition of OHA real property otherwise requiring separate Board approval.

II. BACKGROUND

OHA is advancing planning for the long-term redevelopment of its lands at Kakaako Makai. As redevelopment planning progresses, OHA has been engaging representatives of Hawaii's construction trades regarding potential frameworks that could support future construction activities.

The Hawaii Regional Council of Carpenters, The Hawaii Construction Alliance, and Hawaii Building and Construction Trades Council represent significant segments of Hawaii's construction workforce. OHA has discussed with these organizations opportunities to establish agreements addressing matters such as labor coordination, workforce availability, jurisdictional issues among participating trades, workforce development, and efficient delivery of future Kakaako Makai projects.

Establishing these frameworks in advance of individual construction projects may provide greater clarity regarding labor expectations and help reduce potential disruptions as projects move toward implementation.

Because the organizations have different membership structures and roles within Hawaii's construction industry, OHA may determine that separate agreements with each organization are appropriate rather than a single uniform agreement.

Action Item ILM #26-12: Authorization for the Resource Management-Land Assets Division to prepare agreements between the Office of Hawaiian Affairs and Hawaii's Construction Trade Organizations Establishing Project Labor Requirements for Covered Development Projects on OHA-Owned Lands in Kaka'ako Makai

III. PURPOSE

The requested authorization would allow OHA management to continue negotiations and execute appropriate agreements with the identified construction trade organizations without returning to the Board for approval of each individual agreement.

The authorization is intended to provide flexibility for OHA to negotiate terms appropriate to each organization while maintaining the following principles:

- applicability to Kakaako Makai development projects;
- efficient and timely resolution of trade jurisdictional issues;
- coordination among participating construction trades;
- opportunities for workforce development and participation;
- consistency with applicable procurement, contracting, and labor requirements; and
- preservation of OHA's authority over future development, contracting, financing, and land-use decisions.

Any future project-specific development agreement, construction contract, land transaction, financing commitment, or other matter requiring Board approval would continue to be presented separately to the Board in accordance with applicable OHA policies and law.

IV. ALTERNATIVE ACTIONS

The Committee and Board may consider the following alternatives:

- A. Authorize agreements with fewer than all three organizations. The Board could authorize OHA to proceed with one or more of the identified organizations while continuing discussions with the others.
- B. Require final agreements to return to the Board for approval. The Board could authorize continued negotiations but require each negotiated agreement to be presented to the Board before execution.
- C. Defer action. The Board could defer authorization until negotiations with the identified organizations are further advanced or until additional information regarding future Kakaako Makai development projects is available.
- D. Take no action. OHA could continue to address labor coordination and related matters on a project-by-project basis as individual development and construction projects proceed.

V. RECOMMENDED ACTIONS

Administration recommends that the Committee on Investment and Land Management approve and recommend that the Board of Trustees authorize the Interim Chief Administrator, or the Interim Chief Administrator's designee, to negotiate, finalize, and execute agreements with the

Action Item ILM #26-12: Authorization for the Resource Management-Land Assets Division to prepare agreements between the Office of Hawaiian Affairs and Hawaii's Construction Trade Organizations Establishing Project Labor Requirements for Covered Development Projects on OHA-Owned Lands in Kaka'ako Makai

Hawaii Regional Council of Carpenters, Hawaii Construction Alliance, and Hawaii Building and Construction Trades Council for Kakaako Makai development projects, substantially consistent with the purposes described in this Action Item and subject to review and approval as to form by OHA Corporate Counsel.

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