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FIRST CIRCUIT
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PROBATE SPECIAL MASTER

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

IN THE MATTER

OF

THE KALIMA CLASS ACTION
SETTLEMENT TRUST DATED JUNE 23,
2023.

T. No. 1CTR-23-0000142
(Trust)

**SECOND SUPPLEMENT TO PROBATE
SPECIAL MASTER'S REPORT RE:
PETITION FOR INSTRUCTIONS #30;
CERTIFICATE OF SERVICE**

Hearing:

Date: October 16, 2026

Time: 10:00 a.m.

Judge: Honorable Jeannette H. Castagnetti

**SECOND SUPPLEMENT TO PROBATE SPECIAL MASTER'S
REPORT RE: PETITION FOR INSTRUCTIONS #30**

COMES NOW, EMILY H. KAWASHIMA, ESQ. ("Master"), duly appointed Probate
Special Master to examine the Petition for Instructions #30, filed July 17, 2026 (the "Petition"),
and respectfully submits this Second Supplement to the Report.

(H) JULIA KAUPENA AIPOALANI WONG

Your Master corrects the last name of heir **SUNDRA ORNELLIS** to **SUNDRA ORNELLAS**.

(Z) ALICE KAAKAU KEPANO SERION

Your Master just received the Henry Serion, Sr. Trust, dated June 27, 2012. Exhibit “3”. The Trust indicates that Kathleen A. Hewlen is the next-acting Trustee.

Paragraph 1-5.1(B)(3) of the QST instructs the Trustee to distribute the decedent’s settlement to the heirs/ devisees of the deceased Class Member as “established by clear and convincing evidence as ordered by the Probate Court... following service of appropriate notice to the heirs and purported devisees.”

On the basis of the foregoing, your Master finds and recommends that this deceased class member’s share of the *Kalima* settlement proceeds should be distributed to Kathleen A. Hewlen, **Trustee of the** Henry Serion, Sr. Trust, dated June 27, 2012, to be distributed in accordance with the terms of the Trust.

DATED: Honolulu, Hawai‘i, on October 13, 2026.

/s/ Emily H. Kawashima
EMILY H. KAWASHIMA
PROBATE SPECIAL MASTER

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

IN THE MATTER

OF

THE KALIMA CLASS ACTION
SETTLEMENT TRUST DATED JUNE 23,
2023.

T. No. 1CTR-23-0000142
(Trust Proceeding)

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a file-marked copy of the foregoing document will be duly served by depositing the same in the United States Mail, postage prepaid, on the following identified interested persons.

CARTER WONG

98-773 Iliee Street
Aiea, Hawaii 96401

VON SCOTT WONG

64-1024 Lunalilo Street
Kamuela, Hawaii 96743

SUNDRA ORNELLAS

45-511 Ualani Place
Kaneohe, Hawaii 96744

RHONDA L.S. YADAO

28738 Pebble Beach Drive
Sun City, California 92586

TUNYA AGAO

3523-B Harding Ave
Honolulu, Hawaii 96816

LAURIE K. BALALIO

92-1005 Nou Street, Building 5, Apt. 202
Kapolei, Hawaii 96707

MARY LOUISE SERION

120 Grove Drive
Morgan Hill, California 95037

STEPHEN WONG

1258 Palolo Avenue
Honolulu, Hawaii 96816

JAMES AVILLA

P.O. Box 1765
Keaau, Hawaii 96749

ROCHELLE MACFARLANE

91-1195 Kanela Street
Ewa Beach, Hawaii 96706

DAWNE K. DEPONTE

3523-B Harding Ave
Honolulu, Hawaii 96816

WINI LEILANI PELLITIER

90 West Madison Avenue, Suite E-126
Belgrade, Montana 59714

JANE K. SERION

73-1330 Awakea Street
Kailua-Kona, Hawaii 96740

CHACIE P. SERION

c/o Jane K. Serion
73-1330 Awakea Street
Kailua-Kona, Hawaii 96740

JANA KUUIPO SERION
c/o Jane K. Serion
73-1330 Awakea Street
Kailua-Kona, Hawaii 96740

RHONA W. SERION
c/o Jane K. Serion
73-1330 Awakea Street
Kailua-Kona, Hawaii 96740

ROBERT K SERION
485 Waianuenue Avenue, Apt. G236
Hilo, Hawaii 96720

KELSON A SERION
140 E. 350 N.
Orem, Utah 84057

LOVINA L. SERION
c/o Jane K. Serion
73-1330 Awakea Street
Kailua-Kona, Hawaii 96740

RUSSELL P SERION
Box 74-973 Manawalea Street, Apt. 21D
Kailua-Kona, Hawaii 96740

KATHLEEN HEWLEN
75-257 Kunehana Street
Kailua-Kona, Hawaii 96740

DATED: Honolulu, Hawaii, October 13, 2026.

/s/ Emily H. Kawashima
EMILY H. KAWASHIMA
Probate Special Master

EMILY H. KAWASHIMA, 6498-0
AAL, LLC

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PROBATE SPECIAL MASTER

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAI'I

IN THE MATTER

OF

THE KALIMA CLASS ACTION
SETTLEMENT TRUST DATED JUNE 23,
2023.

T. No. 1CTR-23-0000142
(Trust)

**EXHIBIT "3" TO SECOND
SUPPLEMENT TO PROBATE
SPECIAL MASTER'S REPORT RE:
PETITION FOR INSTRUCTIONS #30**

Hearing:

Date: October 16, 2026

Time: 10:00 a.m.

Judge: Honorable Jeannette H. Castagnetti

**EXHIBIT "3" TO SECOND SUPPLEMENT TO PROBATE SPECIAL
MASTER'S REPORT RE: PETITION FOR INSTRUCTIONS #30**

REVOCABLE LIVING TRUST

HENRY SERION, SR. TRUST DATED JUN 27 2012

by

HENRY SERION, SR.

EXHIBIT "3"

DECLARATION OF TRUST

This declaration of trust is made by HENRY SERION, SR., as of JUN 27 2012. This trust shall be governed by the laws of the State of Hawaii.

***** ARTICLE ONE *****

NAME OF TRUST AND APPOINTMENTS

A. NAME OF TRUST:

This trust shall be known as the HENRY SERION, SR. TRUST dated JUN 27 2012.

B. PRIMARY TRUSTEE:

I hereby designate myself as the primary trustee of this trust. I may exercise dominion and control over any and all of the trust assets.

C. SUCCESSOR TRUSTEE:

I designate KATHLEEN A. HEWLEN as the successor trustee of this trust. My successor trustee is to assume the duties as trustee hereunder upon my resignation, death, or disappearance, or if I am certified in writing to be incompetent as provided under Article Five of this Declaration of Trust. Except as otherwise specified within the provisions of this Declaration of Trust, in the event of my incompetency, my successor trustee is to use the income and assets of this trust exclusively for my health, education, support, or maintenance. If KATHLEEN A. HEWLEN is unable or unwilling to serve as Successor Trustee, then I designate MARY L. SERION as alternate successor trustee of this trust.

D. RESIGNATION OF TRUSTEE(S):

Any trustee may resign at any time by giving at least thirty days prior written notice, specifying the effective date of the resignation to any other trustees then serving and to the trustee appointed by this Declaration of Trust to act upon the resigning trustee's resignation.

E. IF NO NAMED TRUSTEE CAN ACT:

If no trustee named in this trust is willing and able to act, a trustee or co-trustees may be selected by the majority of adult income and remainder beneficiaries named herein. The successor trustee(s) so selected and appointed shall have all rights and responsi-

bilities hereinbefore given to the named successor trustee(s).

F. COMPENSATION FOR SUCCESSOR TRUSTEE:

My successor trustee(s) are to serve without compensation, unless compensation is agreed upon by all of the successor beneficiaries of this trust. However, all expenses of any type incurred by my successor trustee(s) in carrying out duties under this trust shall be paid for from the trust. If a corporate trustee serves as trustee, they shall serve with reasonable compensation in accordance with their regularly adopted fee schedule as may be in effect at the time such services are performed.

G. BOND WAIVED:

No bond will be required of the primary trustee or the successor trustee(s), or any other trustee(s) named herein.

H. ACCOUNTING WAIVED:

The primary trustee will render such accounting to the successor trustee(s) as the primary trustee deems advisable for the purpose of advising the successor trustee(s) of the nature and location of the assets of the trust. The successor trustee(s) shall make such accounting to the successor beneficiary(ies) as the successor trustee(s) in the successor trustee(s)' sole discretion deem advisable. Said successor trustee(s) shall not be required to make any current reports or accountings to any court nor to any beneficiaries.

I. PRIMARY BENEFICIARY:

I hereby designate myself as the primary beneficiary of this trust. As long as I shall live, I will have the exclusive right to the use and benefit of the income and the assets of this trust. Upon my death, my successor trustee(s) shall take charge of the assets then remaining in this trust and distribute them according to the plan of distribution in Article Two of this Declaration of Trust document.

***** ARTICLE TWO ***
PLAN OF DISTRIBUTION**

A. PLAN OF DISTRIBUTION UPON MY DEATH:

Upon my death my successor trustee(s) shall take charge of the assets then remaining in this trust and make distribution thereof according to the following plan of distribution:

1. Pay all of my legally enforceable debts, including the expenses of my last illness

and funeral expenses, current bills and any and all other expenses incurred in closing out this trust and making distribution of assets thereof.

2. I direct that my successor trustee distribute any remaining personal effects, including automobiles, boats, sporting equipment, jewelry, furniture, furnishings, china, glassware, and household equipment (except those items which are specifically given to a beneficiary elsewhere in this trust agreement or my Will, in which case said specific gift shall take precedence over this paragraph), to MARY L. SERION.
3. I direct that my real properties be sold and the net proceeds divided between my children, HENRY SERION, JR., ROBERT K. SERION, RUSSELL P. SERION, KELSON A. SERION and KATHLEEN A. HEWLEN, equally, or to the survivor of them, and not per capita.
3. The net proceeds of this trust remaining after compliance with the above provisions are to be distributed to my children, HENRY SERION, JR., ROBERT K. SERION, RUSSELL P. SERION, KELSON A. SERION and KATHLEEN A. HEWLEN, equally, or to the survivor of them, and not per capita.

B. IF ALL BENEFICIARIES PREDECEASE:

If no beneficiaries nor alternate beneficiaries named herein survive, then I give the net proceeds of this trust to my heirs at law.

C. DISINHERITANCE:

I have intentionally and with full knowledge omitted to provide for all of my heirs who are not specifically mentioned in the terms of this trust agreement.

D. IN TERROREM:

The distributions designated in this trust are intended to be in lieu of any other claims, of whatever nature and whether arising by statute or otherwise, by any taker hereunder, and any taker who asserts any other claim or contests this trust shall forfeit all interest in any property, income or other benefit to him/her. Any property, income or other benefit forfeited by the operation of this paragraph shall be distributed as part of the net proceeds of this living trust as if the taker asserting the claim did not survive.

E. SURVIVORSHIP CLAUSE:

If any beneficiary dies prior to the termination of this living trust or within thirty (30) days after the date of my death, whichever is earlier, any interests which would have passed to said beneficiary under the provisions of this living trust are to be disposed of accord-

ing to the plan of distribution which would have been effective under this living trust if such beneficiary had predeceased me. It is my intention that any property or interest which is distributed from my living trust as a result of any transfer authorized by my successor trustee(s) prior to the death of said beneficiary will not be revoked or otherwise affected by the subsequent death of the distributee.

***** ARTICLE THREE *****
GRANTOR POWERS

A. POWER TO FUND THE TRUST:

After this trust is duly executed, I will execute and deliver all deeds, assignments, bills of sale, written instructions and other legal documents necessary to convey and register all of my assets that I choose to place in trust under this trust to be owned by the trustee(s) of this trust and held and administered under the terms and conditions of this trust. Assets which are evidenced by titles or deeds currently being transferred to the trustee of this trust are listed on Schedule A, which is attached to this trust and made a part of this trust. I hereby transfer to this trust all assets not requiring titles or deeds, including but not limited to my furniture, wearing apparel, and personal possessions. Additionally, the grantor is now holding and will hold, solely and exclusively for and on behalf of such trust, the following: any and all properties of all kinds, whether presently owned or hereafter acquired including, without limitation:

bank accounts, certificates of deposit, mutual and money market funds of all kinds, securities, agency and custody accounts, notes, and real estate wherever located.

All such property is hereby transferred to and the same shall be owned by such trust.

This declaration shall apply even though record ownership or title, in some instances, may, presently or in the future, be registered in my individual name, in which event such record ownership shall hereafter be deemed held in trust even though such trusteeship remains undisclosed.

All assets transferred to the trustee of this trust, whether now or at a later date, shall become part of the trust estate and be subject to all terms and provisions of this trust document.

B. POWER TO AMEND:

During my lifetime this trust may be amended in whole or in part by an instrument in writing, signed by me, and delivered to all acting trustee(s) (which may be me), except as may be limited by Article One or Two of this Declaration of Trust.

C. POWER TO REVOKE:

During my lifetime, I may revoke the trust, in whole or in part, by an instrument in writing, signed by me and delivered to all acting trustee(s) (which may be me), except as may be limited by Article One or Two of this Declaration of Trust. Upon revocation, the trustee(s) shall deliver the trust property to me.

D. POWER TO CHANGE TRUSTEE:

During my lifetime, I may change the trustee(s) or successor trustee(s) of this trust by an instrument in writing, signed by me and delivered to all acting trustee(s) (which may be me), except as may be limited by Article One or Two of this Declaration of Trust.

***** ARTICLE FOUR ***
TRUSTEE(S)' POWERS**

A. MANAGEMENT OF TRUST PROPERTY:

With respect to property governed by any trust created under this agreement, except as otherwise specifically provided in this trust, the trustee(s) shall have all the rights, powers and authority to deal with and manage the assets of this trust that an individual owner would have if there was no trust and the trustee(s) were acting as legally competent individual(s) dealing with their own property. This includes, but is by no means limited to the right to borrow against or pledge any of the trust assets, including the right to mortgage real estate and margin stocks or other securities owned by the trustee(s) of the trust. This includes all powers now or hereafter conferred upon trustee(s) by applicable state law, and also those powers appropriate to the orderly and effective administration of the trust. Any expenditure involved in the exercise of the trustee(s)' powers shall be borne by the trust.

Trustee(s)' powers shall include, but shall not be limited to, the following powers:

1. To sell, convey, pledge, mortgage, lease, manage, operate, control, transfer title, divide, convert or allot the trust property, including real and personal property, and to sell upon deferred payments; to lease for terms within or extending beyond the duration of the trust for any purpose; to enter into covenants and agreements relating to the property so leased or any improvements which may be erected on such property.
2. To abandon or retain underproductive property, and to invest and reinvest the trust funds in such property as the trustee(s), in the exercise of reasonable business judgment, may deem advisable, including stock of the trustee(s) and

investments in any common trust fund now or hereafter established by trustee(s).

3. To retain nonproductive assets at the direction of the grantor or current income beneficiaries of the trust, or in the exercise of reasonable business judgment by the trustee(s), to abandon assets.
4. To deal with itself or affiliates, to borrow money for any purpose; to place, replace, renew or extend any encumbrance upon any trust property by mortgage, deed of trust, pledge or otherwise, regardless of the purpose of any such action.
5. To establish lines of credit and to guarantee any and all loans made to the grantor regardless of the purpose of the loan.
6. To participate in voting trusts, pooling agreements, foreclosures, reorganizations, consolidations, mergers and liquidations and, in connection therewith, to deposit securities with and transfer title and all rights and responsibilities to any protective or other committee as the trustee(s) may deem advisable.
7. To acquire or dispose of an asset for cash or on credit, at public or private sale, and to exchange, partition, change the character of or abandon a trust asset or any interest herein.
8. To make improvements, alterations, or ordinary or extraordinary repairs of buildings or other trust property; to demolish any improvements; and to raze existing or erect new party walls or buildings.
9. To subdivide, develop or dedicate land to public use; to make or obtain the vacation of plats and adjust boundaries; to adjust differences in valuation on exchange or partition by giving or receiving consideration; to dedicate easements for public use without consideration; and to create restrictions, easements or other servitudes.
10. To grant an option involving disposition of a trust asset, or to take an option for the acquisition of any asset.
11. To vote a security, in person or by general or limited proxy.
12. To pay calls, assessments and any other sums chargeable or accruing against or on account of securities.
13. To sell or to exercise or not exercise, as the trustee(s) may deem advisable, any subscription, conversion or other rights or options which may at any time attach to, belong to or be given to the holders of any stocks, bonds, securities or other instruments in the trust estate.

14. To buy, sell and trade in securities of any nature.
15. To hold a security in the name of a nominee or in any other form without disclosure of the trust, so that title to the security may pass by delivery, but the trustee(s) shall be liable for any act of the nominee in connection with the security so held.
16. To insure the assets of the trust against damage or loss, and the trustee(s) against liability with respect to third persons.
17. To advance money for the protection of the trust and for all expenses, losses and liabilities sustained in the administration of the trust or because of the holding or ownership of any trust assets. Thereon, the trustee(s) shall have a lien on the trust assets for any such advances.
18. To pay or contest any claim; to settle a claim by or against the trust by compromise, arbitration or otherwise; to release, in whole or in part, any claim belonging to the trust to the extent that the claim is uncollectible; and to institute, compromise and defend actions and proceedings.
19. To commence or defend litigation with respect to the trust or any property of the trust estate as trustee(s) may deem advisable and to employ such counsel as the trustee(s) shall deem advisable for that purpose.
20. To enforce any mortgage, deed of trust or pledge and, at any sale under any mortgage, deed of trust or pledge, to bid and purchase, at the expense of the trust, any property subject to any such security instrument.
21. To pay taxes, assessments, any compensation of trustee(s) as allowed under other provisions of this Declaration of Trust and other reasonable expenses incurred in the collection, care, administration and protection of the trust.
22. To continue or participate in any business or other enterprise and to effect incorporation, dissolution or other change in the form of organization of the business or enterprise.
23. To pay the debts of grantor(s), the cost of any final illnesses of grantor(s), and the cost of grantor(s)' funerals and final disposition, and to authorize any actions necessary to arrange for grantor(s)' funerals and final disposition.
24. To appoint a general or special agent to act on trustee(s)' behalf. Any power of attorney the trustee(s) create pursuant to this power shall cease when the appointing trustee(s) cease to act as trustee(s).

25. After the death of both grantor(s), upon any division or partial or final distribution of the trust estate, the trustee(s) shall have the power to partition, allot and distribute the trust estate in undivided interests or in kind, or partly in money and partly in kind, at valuations determined by the trustee(s), and to sell such property as the trustee(s) consider necessary to make such division or distribution. The trustee(s) may make non pro rata divisions between beneficiaries as long as the respective assets allocated to separate trusts or shares or the distributions to beneficiaries have equivalent or proportionate fair market value.
26. The trustee(s) shall have the power to deal with governmental agencies; to make applications for, receive and administer any of the following benefits, if applicable: Social Security, Medicare, Medicaid, Supplemental Security Income, and any other government resources and community support services available. The trustee(s) shall have the power to explore and implement legally acceptable Medicaid planning strategies and options to plan and accomplish asset preservation if a grantor needs long-term health and nursing care.
27. If the estate of either grantor is probated and the estate(s) do not contain sufficient funds with which to pay legally enforceable debts and expenses, the personal representative(s) of the respective estate shall have the right to request that the trustee(s) of this trust distribute to the estate(s) an amount necessary to satisfy the legally enforceable debts and expenses, and the trustee(s) are authorized, in the sole discretion of the trustee(s), to distribute funds to the estate for said debts and expenses, except that the trustee(s) shall make no payment from assets, such as life insurance proceeds, that would otherwise be immune from creditors' claims.
28. A beneficiary may disclaim all or any part of said beneficiary's interest in any property distributable to the beneficiary provided the disclaimer is made in accordance with the requirements for a disclaimer pursuant to I.R.C. § 2518. In addition, property passing to the trustee(s) of any trust under this trust agreement may be disclaimed by trustee(s) without court approval or approval of beneficiaries.
29. The trustee(s) shall have the power to permit any beneficiary to use any tangible personal property held as an asset of a trust without incurring liability to the trustee(s) or the beneficiary(ies) for damage to, or consumption or loss of, such property.
30. The trustee(s) are authorized to divide any trust, whether existing or to be established, into two or more separate smaller trusts, without any requirement for said trusts to be equal in value, and without any requirement for discretionary distributions to be made proportionally among said trusts, whenever the trust-

tee(s) believe such division may achieve desirable tax results for the trust or its beneficiaries, promote easier administration or otherwise be in the best interests of the trust or its beneficiaries. Upon termination of any separate smaller trust, the trustee(s) are authorized to distribute from any one such trust to any beneficiary in proportions/ amounts as the trustee(s) consider desirable so long as distribution from all such separate smaller trusts would, if such trusts were a single trust, satisfy the provisions governing the trust before its division.

31. The trustee(s) may appoint one or more outside investment managers to provide discretionary investment management of all or part of the trust's property, and may delegate investment authority to such managers with respect to the trust property committed to manager's discretion. The trustee(s) may compensate any such investment manager for its services without reduction of the trustee(s)' compensation. Any such delegation shall be evidenced by an investment advisory agreement or similar document.
32. In the event any corporate trustee(s) shall merge, consolidate with, sell, or transfer substantially all of its business assets to another corporation, state or federal, the corporation resulting from such merger or consolidation of the corporation to which it is converted or to which such sale or transfer shall be made, shall hereupon become the trustee(s) hereunder with the same effect as though originally named.
33. Any expense incurred by the trustee(s) under this Article may be charged against income or principal as the trustee(s) shall determine in a fair and equitable manner to the extent the allocation is not covered by statute.
34. The trustee(s) are authorized, in the trustee(s)' absolute discretion, with respect to environmental issues that may arise with respect to any property, real or personal, at any time held under any provision of this trust agreement and without authorization by any court and in addition to any other rights, powers, authority and privileges granted by any other provision of this trust agreement or by statute or general rules of law:
 - a. To use or expend the trust income and principal to (1) conduct environmental assessments, audits, and site monitoring to determine compliance with any environmental law or regulations thereunder; (2) take all appropriate remedial action to contain, cleanup or remove any environmental hazard including a spill, release, discharge or contamination, either on its own accord or in response to regulations thereunder; (3) defend, settle, or act upon legal proceedings brought about by any local, state, federal or foreign agency concerned with environmental law or regulations thereunder; (4) comply with any local, state or federal agency order or court order directing an assessment, abatement or cleanup of any environmental

hazards; and (5) employ agents, consultants and legal counsel to assist or perform the above undertakings or actions.

- b. To disclaim, in whole or in part, any interest in property for any reason, including but not limited to a concern that such property could cause potential liability under any federal, state, local or foreign environmental law.
 - c. The trustee(s) shall not be liable for any loss or depreciation in value sustained by the trust as a result of the trustee(s) retaining any property upon which there is later discovered to be hazardous materials or substances requiring action pursuant to any federal, state, local or foreign environmental law, unless the trustee(s) contributed to the loss or depreciation in value through willful default, willful misconduct or gross negligence.
 - d. Notwithstanding any provision in this trust agreement to the contrary, the trustee(s) may withhold a distribution to a beneficiary until receiving from the beneficiary an indemnification agreement in which the beneficiary agrees to indemnify the trustee(s) against any claims filed against the trustee(s) as "owner" or "operator" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as subsequently amended from time to time or against any regulation thereof.
35. To take such lawful actions reasonably designed to qualify Grantor for assistance from **MEDICAID** or other governmental programs for medical assistance, nursing home or home care including but not limited to: paying off debts, including those secured by mortgages; borrowing against the equity of Grantor's residence; making home improvements, purchasing an annuity; purchasing non-countable assets; prepaying bills, transferring assets to a trust for a disabled child of Grantor, if any, if to do so would qualify such child to receive Medicaid benefits; **DISTRIBUTING GRANTOR'S PERSONAL RESIDENCE OUT OF TRUST AND INTO GRANTOR'S INDIVIDUAL NAME, IF NECESSARY, TO CAUSE IT TO BE A NON-COUNTABLE ASSET.** Further, to transfer assets to the persons and in the manner provided for in this Trust Agreement, as may be amended prior to such transfer, as though Grantor had then died. Further to enter into personal service contracts with family members (descendants of Grantor's parents and spouses of such descendants) for Grantor's care.
36. To enter into a Home Equity Conversion Mortgage ("HECM") or Reverse Mortgage, provided that in the event any trust property is encumbered or conveyed as security for repayment of a Home Equity Conversion Mortgage ("HECM") loan to Grantor, the Trustee will immediately, in writing, notify the lender and any servicer of the HECM loan of any of the following events: (a) death of Grantor; or

(b) any change of occupancy by Grantor; or (c) any conveyance of the property; or (d) any transfer of any beneficial interest in the property; and the Trustee shall also ensure that Trustee will abide by written instruments or agreements executed by Grantor in connection with any such HECM loan.

37. If Grantor is incapacitated, it is Grantor's intention that the successor Trustee maintain and enhance the quality of Grantor's life. To accomplish this end, Grantor specifically authorizes the successor Trustee to take the following actions:

- a. **Modifications of Grantor's residence:** The Trustee may pay for adaptive modifications to Grantor's residence, including the installation of wheel-chair ramps, lifts, widening of doors and other modifications, whether or not Grantor's residence is an asset of the Trust Estate.
- b. **Employment of Geriatric Care Managers, Caregivers and others:** The Trustee may hire household employees, caregivers, geriatric care managers and other professionals as the Trustee, in the Trustee's discretion, deems necessary and appropriate for Grantor's care.
- c. **Enrollment in Adult Day Care:** The Trustee may pay for Adult Day Care or Adult Day Health Care programs in which Grantor is enrolled.
- d. **Acquisition and Modification of Vehicles:** The Trustee may acquire appropriate vehicles and pay for the adaptation of said vehicles for Grantor's use, if the Trustee, in the Trustee's discretion, deems this appropriate.

***** ARTICLE FIVE *****
GENERAL PROVISIONS

A. CERTIFICATE OF TRUSTEE AUTHORITY AND POWER:

A Certificate of Trustee Authority and Power signed by a majority of the serving trustee(s) of this trust and acknowledged before a notary public shall be conclusive evidence upon all persons and institutions and for all purposes of the facts stated in said Certificate respecting the terms of the trust, the text of the trust, and regarding who are from time to time trustee(s) of the trust.

B. SPENDTHRIFT PROVISION:

No interest in the principal or income of any trust created under this trust instrument shall be anticipated, assigned, encumbered or subjected to creditors' claims or legal process before actual receipt by a beneficiary. This paragraph shall not prohibit an

assignment by a beneficiary to any other beneficiary of this trust. This provision shall not apply to my interest in the trust estate.

C. INCAPACITY OF TRUSTEE:

Whenever any licensed, practicing medical doctor who is not related by blood or marriage to me or any beneficiary or trustee of this trust certify in writing that a person serving as trustee cannot discharge the duties of trustee because of mental or physical infirmity and the certificate is personally served upon that person, then the office of that person shall be deemed vacated and the alternate trustee provisions under Article One of this Declaration of Trust shall apply. However, if after receipt of the certificate, the trustee alleged to be incompetent gives written notice to the person causing the certificate to be issued that he or she disagrees with the doctor, then the trustee shall continue in office unless he or she resigns or is removed by a court of competent jurisdiction. If, at a later date, the removed trustee regains competency and can evidence said competency with a written affidavit from a licensed, practicing medical doctor who is not related by blood or marriage to me or any beneficiary or trustee of this trust, and serves said affidavit upon at least one (1) acting trustee, the removed trustee shall resume duties as trustee hereunder. Anyone dealing with the trust may rely upon written medical certificates or a photocopy of them, presented to them by the successor co-trustees, or original trustee, and shall incur no liability to any beneficiary for any dealings with any designated trustee(s) or successor co-trustees in good faith reliance on said certificates. This provision is inserted in this document to encourage third parties to deal with any trustee or successor co-trustees without the need for court proceedings.

D. INCAPACITY OF THE GRANTOR:

If I am replaced as trustee of this trust as provided above, the successor trustee(s) shall use the trust estate for my benefit and for the benefit of anyone else authorized by Article One or Two of this living trust. Any income not paid to or for my benefit or to or for the benefit of other authorized beneficiaries shall be added to the principal.

The foregoing shall also apply to distributions by the trustee(s) whenever the grantor who is not serving as trustee becomes incapacitated. My incapacity or regaining of capacity shall be established in the same manner provided for establishing the incapacity or regaining of capacity of trustee(s) as provided in Article Five C. above.

E. "SPECIAL NEEDS" DISTRIBUTIONS:

In such case that a beneficiary is a recipient of assistance from any local, State or federal government or from any other organizations or agencies, any of which provide services or benefits to disabled or incapacitated persons, the trustee(s) shall, in the trustee(s)' sole and absolute discretion, distribute so much income and principal to or

for the benefit of the beneficiary as the trustee(s) shall, in the trustee(s)' sole discretion, determine in order to provide supplemental benefits, as hereinafter defined, to the benefits receivable by the beneficiary through or from various governmental assistance programs. The trustee(s) is prohibited from making any distribution to any governmental entity to replace or reimburse or supplant any public assistance benefit of any county, state, federal or other governmental agency which has a legal responsibility to serve persons with disabilities which are the same or similar to the impairment(s) of the beneficiary herein, and shall not distribute trust assets to or for the benefit of the beneficiary for such needs as would be provided for in the absence of this trust by governmental financial assistance and/or benefits and/or by any provider of services. *In no event shall trust property be distributed in such manner that any governmental financial assistance, which would be available to the beneficiary if this trust did not exist, is in any way reduced, diminished, altered or denied.* All terms of this trust, wherever they may appear, shall be interpreted to conform to this primary goal, namely that the governmental financial assistance which would otherwise be available to the beneficiary if this trust did not exist will in no way be reduced, diminished, altered or denied. However, a distribution may be made by the trustee(s), in the trustee(s)' sole discretion, in order to meet a need of the beneficiary for supplemental benefits not otherwise met by governmental financial assistance.

The term "special needs" or "supplemental benefits" would or could include, but not be limited to, health services not otherwise available, programs of training, education and treatment, equipment, supplemental dietary needs and travel necessary to maintain the beneficiary's health, safety and welfare.

F. ASSURANCES OF GRANTOR:

I hereby agree that anyone dealing with the trust may rely on the original trust document and in the absence of actual notice of any modification or revocation of this trust, it shall be conclusively presumed that the trust is in full force and effect as stated herein. This assurance is given to encourage people to deal with the acting trustee(s) or grantor. Further, this assurance is given to encourage successor trustee(s) to rely on the trust document as presented to the successor trustee(s). This provision is binding upon all successors in interest to this trust.

G. LIABILITY OF TRUSTEE(S):

1. LIABILITY OF SUCCESSOR TRUSTEE(S):

No trustee shall be liable for or responsible for any act, omission or default of any predecessor trustee. No successor trustee shall have a duty to audit or investigate the administration of accounts by a predecessor trustee.

2. NOTICE TO TRUSTEE(S):

Unless the trustee(s) receive actual written notice of an event affecting a beneficial interest in this trust, the trustee(s) shall not be liable to any beneficiary for making distributions as though the event had not occurred.

3. APPLICATION OF TRUST FUNDS:

The trustee(s) shall be solely responsible for the manner in which trust assets are applied. No person paying money or delivering property to the trustee(s) shall be responsible for its application.

H. DISAPPEARANCE:

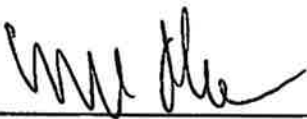
If I should disappear and my whereabouts should remain unknown for a period of forty-five (45) days, my successor trustee(s) shall take over the management of this trust until I return. If I am not seen or heard of for a period of two years and my body has not been recovered, my successor trustee(s) shall presume that I am not alive, and shall proceed with the distribution of the assets of this trust as hereinbefore provided.

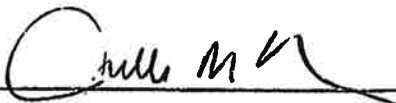
I. SINGULAR/PLURAL, GENDER AND DEFINITIONS OF COMMON TERMS:

Wherever the context requires, the singular includes the plural, and the masculine includes the feminine and neuter. The words "child", "children", "grandchild" and "grandchildren" shall include legally adopted children and grandchildren and children and grandchildren born or adopted before or after the execution of this trust, but shall not include stepchildren or stepgrandchildren who have not been legally adopted. Also, in construing this trust, the terms "lineal descendants" and "issue" shall include legally adopted lineal descendants and issue and lineal descendants and issue born or adopted before or after the execution of this trust. The word *testamentary* shall be construed as meaning *arising after death*, and shall not be construed to imply any requirement of a probate proceeding of any type.

Dated: JUN 27 2012

WITNESSES:






(HENRY SERION, SR.)

SELF-PROVING CERTIFICATE OF EXECUTION

I, HENRY SERION, SR., the grantor and trustee, and the witnesses, whose names are signed to this Declaration of Trust, were duly sworn, and declared to the undersigned officer that the grantor signed this Declaration of Trust in the presence of the witnesses as the grantor's Declaration of Trust, and the witnesses in the presence of the grantor and in the presence of each other, signed said Declaration of Trust as witnesses thereto.

WITNESSES:

[Signature]
[Signature]
STATE OF HAWAII

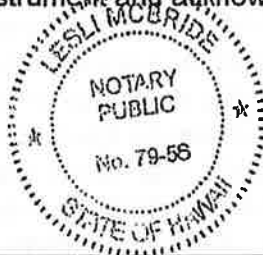
COUNTY OF HAWAII

GRANTOR AND TRUSTEE:

[Signature]
HENRY SERION, SR.

)
) SS:
)

Personally came before me this _____ day of JUN 27 2012, the above named HENRY SERION, SR., to me known to be the person who executed the foregoing instrument and acknowledge the same.



[Signature]
LESLI MCBRIDE, Notary Public
State of Hawaii
My Commission expires 1/29/15

STATE OF HAWAII NOTARY CERTIFICATION

Document Description: Declaration of Trust

Date of Document: JUN 27 2012 # Pages: 16

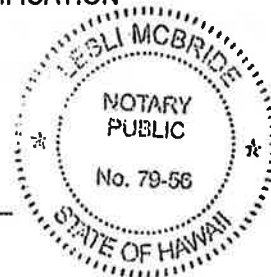
Date of Notarization: JUN 27 2012

Notary Public Signature

Print Name: Lesli McBride

Notary Public, State of Hawaii, Third Circuit

Notary Commission No. 79-56



(Stamp or Seal)

SCHEDULE A

Assets listed on this Schedule A are for purposes of illustration and record keeping. All assets of the trust may not be listed here, and this Schedule A shall in no way be construed to limit the number or amount of assets held by this living trust.

\$10.00