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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)

**EXHIBITS "1" – "4" TO PROBATE
SPECIAL MASTER'S REPORT RE:
PETITION FOR INSTRUCTIONS #21**

Hearing:

Date: July 18, 2025

Time: 10:00 a.m.

Judge: Honorable Jeannette H. Castagnetti

**EXHIBITS "1" – "4" TO PROBATE SPECIAL
MASTER'S REPORT RE: PETITION FOR INSTRUCTIONS #21**

EXHIBIT “1”

Albert Leung, M.D.
1481 South King Street Suite 538
Honolulu, HI 96814

1-20-2017

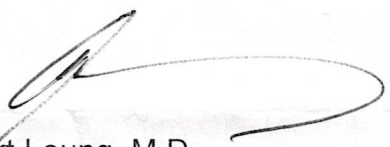
Re: Florence Frank (date of birth: [REDACTED])

To Whom It May Concern:

This letter is written on behalf of the family of Mrs. Frank -- I have been following her since Sept 2014. Based on multiple evaluations of her, she suffers from progressive memory loss as related to her dementia -- renders her incapable of effecting informed decisions. Therefore, it is my professional opinion that this patient lacks sufficient mental capacity to understand and handle financial and personal affairs.

Please feel free to contact me at my office (955-5929) should you have questions.

Sincerely,


Albert Leung, M.D.

Internal medicine/Geriatrics

EXHIBIT "1"

EXHIBIT “2”

LAST WILL AND TESTAMENT

OF

JOHN KEAELOA FRANK

COPY

I, JOHN KEAELOA FRANK, a resident of Hawaii, declare this to be my will. I hereby revoke all other wills and codicils that I may have made.

I am presently married; my spouse is FLORENCE N. FRANK, and all references herein to "my spouse" shall be to said person so long as we remain lawfully married to each other.

I have the following children: JOHN KEAELOA FRANK, JR., ROSS KAIPO FRANK, KEITH KAINA FRANK, KINA KAUIONALANI FRANK, and KAIMANA FRANK, and all references herein to my "children", "issue" or my "descendants" shall be to said persons and to their descendants.

Article I

Administrative Expenses and Taxes (From Residue).

Subject to the terms hereof, the expenses of my last illness and funeral, and of the administration of my estate (including such amounts, if any, as the Personal Representative shall determine necessary and appropriate to effect transfer and delivery of bequests to legatees) and all inheritance, estate and succession taxes payable by reason of my death shall be paid out of the principal of my residuary estate.

On the 26th day of June, 1990, I and my spouse, as Grantor, entered into a Trust Agreement with ourselves, JOHN K. FRANK and FLORENCE N. FRANK, as Trustee, under which we created a revocable trust and into which trust we have transferred certain assets. The trust estate may constitute a substantial part of my gross estate for Federal estate and state inheritance and succession tax purposes. I realize that my personal representative is hereby made solely responsible for all such death taxes and also that the aggregate amount of said taxes may exceed the entire value of the cash and marketable securities of my probate estate.

In order that adequate provision may be made for the payment of all estate, inheritance, succession and death taxes payable by reason of my death, together with any interest and penalties, all legally enforceable claims against me or my estate, all reasonable expenses of administration, all funeral and last illness expenses, all legacies and all court allowances for those dependent upon me, we have directed the trustee under the above-mentioned Trust Agreement to pay to the personal representative of this will out of certain assets of the trust, all additional sums, over and above the cash and marketable securities in my probate estate, necessary to effect payment in full of all such taxes, claims and expenses, legacies and court allowances. We have also directed the trustee that, to the extent that any United States Treasury Bonds redeemable at par value and directly applicable to the payment of Federal Estate Taxes ("Flower Bonds") are included in the assets of the trust at the time of my death, such Bonds shall be utilized to pay Federal Estate Taxes payable by reason of my death. Therefore, regardless of the amount of cash and marketable securities in my probate estate, my personal representative shall look directly to my trustee for the payment of Federal Estate Taxes to the extent of any such Flower Bonds held by said trustee.

No part of such taxes, duties, claims, expenses of administration, funeral and illness, legacies and court allowances shall be apportioned or pro-rated to any legatee, devisee, survivor or beneficiary under the said trust, will or any codicil, insurance on my life, United States savings bonds, property held by me jointly with any person with right of survivorship or any other person, whether such property passes at my death or at any time during my lifetime.

Should my personal representative overpay the total amount of all such taxes imposed against my gross estate and such overpayment results in a tax refund from any taxing authority, then the full amount of such refund shall upon receipt by my personal representative promptly be remitted to the trustee of said trust.



Article II

Personal and Household Effects (To Spouse; else to Children). I give all my personal and household effects not otherwise effectively disposed of, such as jewelry, clothing, automobiles, furniture, furnishings, silver, books and pictures (including policies of insurance thereon, if feasible), to my spouse if my spouse survives me for sixty (60) days, or if my spouse does not so survive me, to my children who survive me for sixty (60) days, in shares of substantially equal value (to be divided as they shall agree, or if they shall fail to agree within six (6) months after my death, as my personal representative shall determine).

Memorandum Regarding Tangible Personal Property.

Notwithstanding the above, if I have written a memorandum to my personal representative prior to the execution of this will concerning the disposition of certain items of my tangible personal property, then I hereby incorporate by reference such written memorandum, and I direct my personal representative to distribute all such tangible personal property to the person or persons as provided in that written statement, including any amendments which may be made hereafter.

Distribution to Minor Children. If any child of mine is a minor at the time that said child is to participate in the division of my personal and household effects, my personal representative may distribute said child's share to said child or for said child's use to said child's guardian or to any person with whom said child is residing without further responsibility, and the distributee's receipt shall be a sufficient discharge of my personal representative.

Article III

Residue of Estate (To Trust). I give all of my residuary estate, being all real and personal property, wherever situated and of every kind and nature, and any property over which I may have any interest at the time of my death not otherwise effectively disposed of, but not including any property over which I may have a power of appointment, to the trustee



under the Trust Agreement hereinabove referred to, to be added to the trust property and held and distributed in accordance with the terms of that agreement and any amendments made pursuant to its terms before my death. Should the said trust be revoked by me during my lifetime and for this reason or any other reason not be in existence at the time of my death, then I give and bequeath the entire residue of my estate to my spouse, or if my spouse does not survive me, to the beneficiaries designated under Article VI of said Trust Agreement in the manner and proportion set forth therein, which Article is hereby expressly incorporated herein by this reference.

Article IV

1. Fiduciaries.

Personal Representative. I appoint as Personal Representative of this will FLORENCE N. FRANK. No bond shall be required of any personal representative. My personal representative shall have all the same powers and discretion, in the same capacity with respect to my estate during administration, that the trustee is given with respect to the trust property, pursuant to my trust agreement hereinabove referred to. Said powers and discretion are hereby expressly incorporated herein by this reference and made applicable to the probate estate whether or not said trust agreement or said terms and provisions thereof shall otherwise be in effect, including the power to sell real or personal property at public or private sales and to hold title to property in the name of a nominee, to be exercised without court order.

Alternate Personal Representative. If FLORENCE N. FRANK dies, resigns, fails to qualify or is unable or ceases to act, JOHN KEAELOA FRANK, JR. and KINA KAUIONALANI FRANK shall serve as Personal Representative.

Assets in Other Jurisdictions. If the appointment of a personal representative of my estate is necessary or desirable in any jurisdiction in which no personal representative of mine is able and willing to act, I appoint as my personal representative in that jurisdiction such person (who may be an officer or



employee of my personal representative) or corporation as may be designated in an instrument signed by my personal representative or a vice-president of my corporate personal representative, to act without bond, and to have all the powers and discretion with respect to my estate in that jurisdiction during administration that my principal personal representative is given with respect to the balance of my estate (including the power to sell real or personal property at public or private sales, for any purpose and to hold title to property in the name of a nominee), to be exercised without court order.

2. Tax Provision(s).

Tax Elections. My personal representative may make such elections under the tax laws applicable to my estate as my personal representative determines should be made. No compensating adjustments between principal and income, nor with respect to any bequest or devise, shall be made, even though the elections so made may affect (beneficially or adversely) the interests of the beneficiaries. The action of my personal representative shall be binding upon all beneficiaries.

Joinder with Spouse. If my personal representative joins with my spouse on my behalf in filing income tax returns, or consents for gift tax purposes to having gifts made by either of us during my life considered as made one-half by each of us, any resulting liability shall be borne by my estate, except such portion as my personal representative and my spouse agree should be borne by my spouse, and my estate shall exonerate my personal representative from personal liability.

3. Survivorship.

Simultaneous Deaths (Spouse Survives). If my spouse and I should die simultaneously or in circumstances which make it difficult to determine which of us died first, I direct that my spouse shall be deemed to have survived me for the purpose of this will, and that the provisions of this will shall be construed upon that assumption and basis.



60-Day Survivorship. If any beneficiary under this will, other than my spouse, dies within sixty (60) days of my death, he shall be deemed not to have survived me.

4. Interpretation. Whenever necessary in this will and where the context permits, the singular term and the related pronoun shall include the plural, the masculine, the feminine and the neuter.

5. Adopted Children. In determining the meaning of the words "children," "grandchildren," "issue," "beneficiary," and "descendants" for the purpose of this will, adopted children of any person, including myself, shall be treated as though they were natural born children of that person.

6. Guardian. I nominate my spouse to serve as custodian for my children under the Hawaii Uniform Transfers to Minors Act (HUTMA), and as guardian of the person and property of my children during their respective minorities. If my spouse does not survive me, or if my spouse fails to qualify or having qualified, dies, resigns or becomes incapacitated before my children attain the age of majority, I nominate KINA KAUIONALANI FRANK (or alternately JOHN KEAELOA FRANK, JR.) to be custodian as aforesaid and guardian of the person and property of any of my children during his or her minority. I direct that no custodian or guardian nominated by me shall be required to furnish any bond or other security for the faithful performance of their duties. I do not desire that the custodian or the guardian of any minor beneficiary should incur personal expense in the support and maintenance of such beneficiary. A custodian is entitled to reimbursement from custodial property for reasonable expenses pursuant to HUTMA. My trustee is authorized to disburse funds for the purpose of reimbursing such guardian for reasonable expenses incurred in accommodating such beneficiary.

In the event any child of mine is a minor at the time said child is to participate in the division of any property passing under this Will, my personal representative may in his



discretion distribute said child's share either outright to said child, or to a custodian under HUTMA or to a guardian for said child.

IN WITNESS WHEREOF, I have hereunto set my hand to this document this 26 day of June, 1990.

John Keaeloa Frank
JOHN KEAELOA FRANK

Signed, Sealed, Published and Declared by JOHN KEAELOA FRANK, the Testator above named, as and for his Last Will and Testament, in our presence, and we at his request, in his presence, and in the presence of each other, have hereunto subscribed our names as witnesses on the day and year last above written.

Bita Ray of 345 Queen St., Suite 700
Honolulu, Hawaii 96813
Deborah A. Hask of 345 Queen St., Suite 700
Honolulu, Hawaii 96813

Frank.001

John

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

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) SS
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We, the undersigned, the Testator and the witnesses, respectively, whose names are signed to the attached or foregoing instrument, being first duly sworn, do hereby declare to the undersigned authority that the Testator signed and executed the instrument as his Last Will and Testament and that the testator and each of the witnesses signed willingly as their free and voluntary act for the purposes therein expressed; and that each of the witnesses, in the presence and hearing of the Testator, and of each other, signed the will as witnesses and that to the best knowledge of each of the witnesses the Testator was at that time eighteen or more years of age, of sound mind and under no constraint or undue influence.

John Keaeloa Frank
Testator

Rita Ray
Witness

Deborah A. Elusent
Witness

Subscribed, sworn to and acknowledged before me by JOHN KEAELOA FRANK, the Testator, and subscribed and sworn to before me by Rita Ray, and Deborah A. Elusent, witnesses, this 26th day of June, 19 90.

Elizabeth H. Jackson
Notary Public, State of Hawaii

My Commission Expires _____

ELIZABETH H. JACKSON NOTARY PUBLIC
MY COMMISSION EXPIRES 12/8/92

John Keaeloa Frank

REVOCABLE FRANK
FAMILY TRUST

THIS TRUST AGREEMENT is made in the State of Hawaii between the Grantors and Trustees who have signed below.

The Grantors of this trust are JOHN K. FRANK and FLORENCE N. FRANK, and all references herein to "the Grantor" or "the Grantors" shall be to said persons.

The initial co-trustees of this trust are JOHN K. FRANK and FLORENCE N. FRANK, and all references herein to "the trustee" or "the trustees" shall be to said trustees or to their successor duly appointed hereunder.

Grantors' Declarations. The Grantors declare as follows:

Spouse. The Grantors are presently married to each other.

Children. The Grantors' children are JOHN KEAELOA FRANK, JR., ROSS KAIPO FRANK, KEITH KAINA FRANK, KINA KAUIONALANI FRANK, and KAIMANA FRANK, and all references herein to the Grantors' "children", "issue" and "descendants" shall be to said children and to any other children born of the Grantors' marriage to each other and to their descendants.

Trust Property. The Grantors transfer to the trustee the sum of ONE DOLLAR (\$1.00) together with the property described in the attached Schedule A and has caused or may cause the trustee to be designated as beneficiary, but not the owner, of certain policies of insurance on both or either of the Grantors' lives. Such property and policies, any other property that hereafter may be received by the trustee, and the proceeds of all policies payable to the trustee shall be held and disposed of upon the following trusts.

Article I

Life Insurance Policies. During the Grantors' lives, the trustee shall have no responsibility with respect to the safekeeping of said policies or the payment of any premiums,

assessments or other sums due on any of the policies. The Grantors retain during the Grantors' lives all rights under insurance policies payable to the trustee as they may have had prior to the transfer of the policy into trust, including but not limited to the right to all dividends, conversion and option privileges, cash surrender values and the right to change beneficiaries. The Grantor who transferred the policy into the trust may assign any policy to any lender, including any trustee, as security for any loan. The rights of the assignee of any policy shall be superior to the rights of the trustee. If any policy is surrendered or if the beneficiary of any policy is changed, this Trust shall be ineffective with respect to that policy only.

Article II

Revocation. During such time as both of the Grantors are still surviving, they may jointly exercise the right to revoke this agreement at any time by an instrument in writing, signed by both Grantors, acknowledged before a notary public and delivered to the trustee. Any legal guardian, conservator or similar legal representative may sign said revoking instrument on behalf of its ward or principal.

After the death of one Grantor, the surviving Grantor may revoke this agreement at any time by a written, signed and acknowledged instrument delivered to the trustee.

Upon revocation, the trustee shall return to the Grantors, or the surviving Grantor, any and all trust property, including life insurance policies if held for safekeeping by the trustee. In the event revocation occurs while both Grantors are still surviving, the trust properties added to the trust by the Grantors shall be returned to them in the proportional interests in which such property was held prior to its transfer into trust. Trust property added to the trust by third persons shall be distributed at revocation to the surviving Grantor(s) in equal shares.

Amendment. The Grantors and the trustee acting jointly, or, after the death of one Grantor, the surviving

Grantor and the trustee acting jointly, may amend this agreement at any time by changing the beneficiaries of the trust estate hereby created, or the dispositive provisions, or any other provisions hereof.

Article III

Life Insurance Proceeds. Upon the death of either of the Grantors, the trustee, in its discretion, may collect the net proceeds of any policy on the life of the deceased Grantor held by or known to and payable to it or may exercise any optional method of settlement. Payment to and the receipt by the trustee shall be a full discharge of the liability of any insurance company, which need not take notice of this instrument or see to the application of any payment. If other assets of the trust are insufficient to defray expenses, the trustee need not engage in litigation to enforce payment of any policy without satisfactory indemnification for any resulting expense.

Article IV

Payments to Grantors. Until the death of the last surviving Grantor, the trustee shall pay all the net income of the trust to the Grantors who are then surviving or as the surviving Grantors otherwise direct in writing, and the trustee shall pay any part of the principal of the trust as the surviving Grantors direct in writing. However, during any period in which a Grantor, in the opinion of the trustee, is incapable of managing the Grantor's own affairs, the trustee, in its discretion, may pay to or use for the benefit of the Grantor so much of the income and principal of the trust as the trustee determines to be required for the Grantor's support, comfort and welfare, in the Grantor's accustomed manner of living, or for any other purposes the trustee believes to be for the Grantor's best interest. Any excess income shall be added to principal at the discretion of the trustee.

Article V

Payments to Grantor's Estate. After either of the Grantors' deaths, to the extent that cash and marketable securities in the deceased Grantor's estate are stated by the

personal representative or legal representatives to be insufficient, pursuant to an instrument or instruments in writing delivered to the trustee, the trustee shall pay the Grantor's funeral expenses, legally enforceable claims against said Grantor or said Grantor's estate, reasonable expenses of administration of the estate, any allowances by court order for those dependent upon said Grantor, any deficiencies needed to complete the payment of any legacies and all inheritance, estate, succession and death taxes, including but not limited to the taxes on the testamentary estate, payable by reason of the Grantor's death, together with any interest or other additions to the tax, without reimbursement from the Grantor's personal representative or administrator or from any beneficiary of insurance upon the Grantor's life, United States savings bonds or property held by the Grantor jointly with any person or from any other person. Subject to any limitations set forth herein or in the Grantor's will, all such payments shall be charged generally against the principal of the trust. Written statements by the personal representative or administrator of the sums to be paid shall be sufficient evidence of the amount and propriety for the protection of the trustee, and the trustee shall be under no duty to see to the application of any payments. The trustee shall have no responsibility with respect to the fixing, ascertainment and determination of the estate, inheritance, succession and death taxes and is not required to take any steps to protest or bring legal proceedings with respect to the determination of such taxes. Anything to the contrary herein notwithstanding, to the extent that any United States Treasury Bonds, redeemable at par value and directly applicable to the payment of Federal Estate Taxes ("Flower Bonds"), are held by the trust at the time of the Grantors' death, any and all such Bonds shall be utilized to pay Federal Estate Taxes payable by reason of such death. Such payments shall be charged generally against the principal of the Residuary Trust.

Article VI

Subject to the terms of the above Article V, the trustee shall, after the death of both Grantors, hold and dispose of all the trust property as follows:

(a) Single Trust Fund. While the Grantors' child, KAIMANA FRANK, is under the age of TWENTY-FIVE (25) years, the trustee shall hold all the trust property in a single trust fund upon the following terms.

(b) Income. The trustee shall use for the benefit of KAIMANA FRANK so much of the income of the trust as the trustee determines to be required, in addition to said child's other income from all sources known to the trustee for said child's HEALTH, EDUCATION, MAINTENANCE, and SUPPORT, adding any excess income to the principal.

(c) Principal. Whenever the trustee determines that the income of KAIMANA FRANK from all sources known to the trustee is not sufficient for said child's HEALTH, EDUCATION, MAINTENANCE, and SUPPORT, the trustee may pay to said child or use for said child's benefit, so much of the principal of the trust as the trustee determines to be required for those purposes.

(d) Intent. The Grantors intend that the trustee use his or her discretion to distribute or withhold income and principal to favor distributions to KAIMANA FRANK for the allowed purposes, as the Grantors have already done the same for their older children. The term "education" as used in this paragraph and in the above paragraphs shall include, but not be limited to, elementary, intermediate, secondary, undergraduate, graduate, postgraduate, college, university, technical or trade schools, and private lessons in musical instruments and the arts, whether directed toward the attainment of a specific degree or not.

(e) Termination. The trust shall terminate when KAIMANA FRANK shall have attained the age of TWENTY-FIVE (25) years or upon the death of KAIMANA FRANK, whichever shall first occur. Upon such termination, the trustee shall transfer, convey and deliver absolutely and free from any trust, the principal of

the trust, together with any unpaid income, in equal shares to those who shall be then surviving of the Grantor's children and of the issue of any of the Grantor's children who shall be dead, such issue taking per stirpes by right of representation in each generation.

Article VII

Beneficiaries

1. Principal to Minors. If any beneficiary to whom the trustee is directed in a preceding provision to distribute any share of trust principal is under the age of TWENTY-ONE (21) when the distribution is to be made, and if no other trust is then to be held under this instrument for the beneficiary's primary benefit, the beneficiary's share shall vest in interest in the beneficiary indefeasibly; however, the trustee, in its discretion, may continue to hold it as a separate trust for such period of time as the trustee deems advisable, but not after the time the beneficiary reaches that age. In the meantime the trustee may use for the beneficiary's benefit so much of the income and principal as the trustee determines to be required, in addition to the beneficiary's other income from all sources known to the trustee, for the beneficiary's reasonable support, maintenance, health and education, adding any excess income to principal at the discretion of the trustee.

2. (a) Payments for Benefit of Beneficiary. If at any time any beneficiary to whom the trustee is directed or authorized in this instrument to pay any income or principal is under legal disability or, in the opinion of the trustee, is incapable of properly managing its affairs, the trustee may use such income or principal for said beneficiary's health, support, education and maintenance subject to the limitations set forth herein.

(b) Income Upon Death of Beneficiary. Upon the death of any beneficiary, any accrued or undistributed income shall be held and accounted for or distributed in the same manner as if it had been received and accrued after the beneficiary's death.

3. Payments to Parent or Guardian. The trustee either may expend directly any income or principal which it is authorized in this instrument to use for the benefit of any person, or may pay it over to said person or for said person's use to said person's parent or guardian or to any person with whom said person is residing, without responsibility for its expenditure.

4. Spendthrift Limitation. No interest under this instrument shall be transferable or assignable by any beneficiary or be subject during his life to the claims of his creditors. This paragraph shall not restrict the exercise of any power of appointment.

5. Termination in Lieu of Perpetuities. Notwithstanding anything to the contrary, the trusts under this instrument shall terminate not later than twenty-one (21) years after the death of the last survivor of the Grantors' descendants living on the date of the last Grantor's death, at the end of which period the trustee shall distribute the remaining trust property to the beneficiary or beneficiaries, at that time, of the current income, and if there is more than one beneficiary, in the proportions in which they are beneficiaries.

Article VIII

Trustee

1. Miscellaneous.

(a) No trustee or successor trustee shall be required (i) to give any bond as trustee; (ii) to qualify before, be appointed by or, in the absence of breach of trust, account to any court; or (iii) to obtain the order of approval of any court in the exercise of any power or discretion.

(b) Compensation. Any trustee shall be entitled to reimbursement for expenses and to reasonable compensation for services in administering and distributing the trust property which compensation shall not exceed compensation charged for similar services by trust companies doing business in the State of Hawaii. The trustee shall receive, in addition to the commissions provided for herein or by statute, reasonable

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compensation for special or extraordinary services, including but not limited to preparation of tax returns and the adjustment and payment of taxes.

(c) The trustee may rely upon any notice, certificate, affidavit, letter, telegram or other paper or document believed by it to be genuine or upon any evidence deemed by it to be sufficient in making any payment or distribution. The trustee shall incur no liability for any payment or distribution made in good faith and without actual notice or knowledge of a changed condition or status affecting any person's interest in the trust.

(d) No one dealing with the trustee shall be bound to inquire into the propriety of its action or to see to the application of any money paid or property delivered to the trustee.

2. Powers. The trustee, its successor or substitute shall have the following powers, and any others that may be granted by law, with respect to each trust created hereunder to be exercised as the trustee in its discretion determines to be in the best interest of the beneficiaries:

(a) To buy and/or sell and invest and reinvest the trust estate in bonds, including but not limited to United States Treasury "Flower Bonds," notes, real estate or any interest in real estate, and interests in trusts, including common trust funds, or in any other property or undivided interests in property, wherever located; to buy, sell and trade in securities of any nature, including options and short sales, commodities, commodity futures contracts and commodity futures options, on margin, and for such purposes to maintain and operate margin accounts with brokers; to pledge or hypothecate any securities, commodities, commodity futures contracts and commodity futures options held or purchased by it with such brokers as security for loans and advances made to the trustee; and to delegate authority to agents to enter orders in securities and commodities transactions;

(b) To lease any real property for such term or terms as it may deem advisable, without the authorization of any court and whether or not any such term may extend beyond the period of any trust, and in connection with any such lease to enter into any agreements and covenants which it may deem advisable with respect thereto or with respect to any improvements which may then or thereafter be erected thereon; to make repairs, alterations

and improvements on any real property, including the right to demolish and replace buildings, and to erect new buildings and employ architects and contractors in connection therewith; to execute and deliver consents to assign leases or to the placing of mortgages on leases; to subdivide real estate, to grant easements, and to accept the surrender of any leases or leasehold interests and buildings or improvements thereon; to purchase buildings on any real property and the right, title and interest of tenants in such buildings; to demand, receive, collect, sue for, and compromise rents, debts, claims and demands of any nature in connection with any real property, and to execute and deliver releases, discharges and other instruments relating thereto, including satisfaction of any judgment recovered therefor; to institute summary proceedings for the recovery of any real property or possession thereof; to prosecute or defend any actions, claims or proceedings affecting any real property, and to compromise, settle and discontinue the same; to insure such real properties against fire and any other risk whatsoever, and to make proof of loss under such insurance; to adjust losses and collect the proceeds; to mortgage for such amounts, rates of interest, rates of amortization and terms as may be deemed wise, including the right to mortgage for terms which may extend beyond the period of any trust, and to receive the proceeds of such mortgages; to extend the time of payment of any mortgages and to make agreements modifying, assigning or satisfying such mortgages; to file protests against the taxes or assessments on such real property; to make applications for reduction of assessed valuations thereon, and to bring certiorari proceedings to obtain the reduction of such assessed valuations; and to adjust and compromise any real estate taxes or tax valuations;

(c) To sell any trust property, including both real and personal, for cash or on credit at public or private sales; to exchange any trust property for other property; to grant options to purchase or acquire any trust property; and to determine the prices and terms of sales, exchanges and options;

(d) To borrow money for any purpose from the trustee or from others, and to mortgage or pledge any trust property;

(e) To make loans in such amounts, upon such terms, secured or unsecured, at such rates of interest and to such persons, firms or corporations as it may deem advisable;

(f) To employ attorneys, accountants, auditors, depositaries and agents, with or without discretionary powers; to exercise in person or by proxy all voting and other rights with respect to stocks or other securities; and to keep any property in bearer form or in the name of a trustee or a nominee, with or without disclosure of any fiduciary relationship;

(g) To select and employ any person, firm or corporation engaged in rendering investment counsel and real estate management; to be advised by them in making investments, managing securities or making decisions with reference to the purchase, retention, sale or other disposition of real property, securities or other property held by the trustee; however, nothing herein shall be construed to require the trustee to follow the advice of any such investment counsel;

(h) To determine the allocation or apportionment of all receipts and disbursements between income and principal in accordance with "The Revised Uniform Principal and Income Act" as adopted by Hawaii;

(i) To take any action with respect to conserving or realizing upon the value of any trust property and with respect to foreclosures, reorganizations or other changes affecting the trust property; to collect, pay, contest, compromise or abandon demands of or against the trust estate wherever situated; and to execute contracts, notes, conveyances and other instruments, including instruments containing covenants and warranties binding upon and creating a charge against the trust estate and containing provisions excluding personal liability;

(j) To receive additional property from any source and add it to the trust estate;

(k) To keep any or all of the trust property at any place or places in the United States or abroad or with a depository or custodian at such place or places;

(l) To enter into any transaction authorized by this Article with trustees, personal representatives or administrators of other trusts or estates in which any beneficiary has any interest, even though any such trustee or representative is also trustee under this instrument; and in any such transaction to purchase property or make loans on notes secured by property, even though similar or identical property constitutes all or a large proportion of the balance of the trust estate, and to retain any such property or note with the same freedom as if it had been an original part of the trust estate;

(m) To hold, manage, invest and account for the separate trusts in one or more consolidated funds, in whole or in part, as it may determine; and to the divisions (of each consolidated fund) into the various shares comprising such fund only on the trustee's books of account, in which each trust shall be allotted its proportionate part of the principal and income of the fund, and charged with its proportionate part of the expenses thereof. In no event, however, shall such holding defer the vesting in possession of any estate created herein;

(n) To establish out of income and credit to principal reasonable reserves for the

depreciation of tangible and intangible property;

(o) To retain any property or undivided interests in property received from any source, including residential property, regardless of any lack of diversification, risk or nonproductivity;

(p) To make any distribution or division of the trust property in cash or in kind or both.

The foregoing powers shall be exercisable by co-trustees jointly, provided, however, that either initial co-trustee shall be able to exercise such powers solely.

3. Successor Trustee(s).

(a) The term "trustee" as used herein shall apply to JOHN K. FRANK and FLORENCE N. FRANK so long as said persons serves as the trustee, and during such time said persons shall have all the powers granted to the trustee herein. In the event that either JOHN K. FRANK or FLORENCE N. FRANK dies, resigns or becomes incapacitated, the other of them shall serve as sole trustee. If both JOHN K. FRANK and FLORENCE N. FRANK die, resign or become incapacitated, JOHN KEAELOA FRANK, JR. and KINA KAUIONALANI FRANK shall become co-trustees without court order or other action other than delivery of written notice to the beneficiaries hereunder. If either of JOHN KEAELOA FRANK, JR. or KINA KAUIONALANI FRANK dies, resigns or is unable or refuses to act, ROSS KAIPO FRANK shall serve as co-trustee in their stead. If all co-trustees die, resign, or are unable or refuse to act, a successor trustee may be appointed by a majority in number of the beneficiaries to whom the trustee is to, or may, distribute the income at the time of appointment.

(b) In carrying out the provisions of this Article, the guardian or conservator of the estate of a beneficiary under legal disability or the parents or guardian of the person of a minor beneficiary for whose estate no guardian has been appointed may act and receive notice for the beneficiary and sign any instrument for such beneficiary.

(c) The resignation of any trustee shall be by written notice, specifying the effective date of the resignation, delivered to any co-trustee, to any named successor trustee(s),

and during either of the Grantors' lifetimes to the living Grantors. After the death of both Grantors, said written notice shall be given to the beneficiaries to whom the trustee is to or may distribute the income at the time of giving notice, to any co-trustee, and to any named successor trustee(s).

(d) No successor trustee shall be personally liable for any act or omission of any predecessor trustee. Any successor trustee shall accept without examination or review the accounts rendered and the property delivered by or for a predecessor trustee, without incurring any liability or responsibility. Any successor trustee shall have all the title, powers and discretion of the trustee succeeded without the necessity of any conveyance or transfer.

Article IX

Tax and Savings Provisions

1. Tax Elections. The trustee may make such elections under the tax laws applicable to the estate of either Grantor and to the trust estate as the trustee determines should be made. No compensating adjustment between principal and income nor with respect to any trust shall be made even though the elections made under the tax laws by the trustee may affect (beneficially or adversely) the interests of the beneficiaries. The action of the trustee shall be binding upon all beneficiaries.

2. Survivorship.

(a) Simultaneous Deaths. If both Grantors should die simultaneously or in circumstances which make it difficult to determine which of them died first, the Grantors direct that FLORENCE N. FRANK shall be deemed to have survived JOHN K. FRANK for the purpose of this trust and that the provisions of this trust shall be construed upon that assumption and basis.

(b) 60-Day Survivorship. If any beneficiary under the trust, other than a Grantor, dies within sixty (60) days of a Grantor's death, he shall be deemed not to have survived that Grantor.

Article X

1. Hawaii Laws Applicable. This instrument and the dispositions under it shall be construed and regulated and their validity and effect shall be determined by the laws of Hawaii.

2. Interpretation. Whenever necessary in this agreement and where the context permits, the singular term and the related pronoun shall include the plural, the masculine, the feminine and the neuter.

3. Confidentiality. The terms and provisions of this trust shall be kept in confidence by the trustee. If and to the extent that the law permits, and then only during the lifetimes of the undersigned Grantors, the trustee is hereby directed not to and shall not file the trust instrument nor any copy thereof in any court, and shall not register the trust with any court or governmental body, and shall not reveal the terms thereof to any beneficiary or to any other person except as authorized by the Grantors. Upon the death of the last surviving Grantor the trustee may make such filing or registration, or may from time to time make such revelation or accounting to any beneficiary as the trustee in its sole discretion may deem necessary or advisable.

4. Headings. The paragraph headings used herein are for descriptive purposes only and shall not be deemed to alter or modify the meaning of any paragraph contained herein.

5. Adopted Children. In determining the meaning of the words "children," "grandchildren," "issue," "beneficiary" and "descendants" for the purpose of this trust, adopted children of any person, including the Grantor, shall be treated as though they were natural born children of that person.

6. Assets in Other Jurisdictions. If at any time any trust property is situated in a jurisdiction in which any trustee is unable or unwilling to act, such person (who may be an officer or employee of any corporate trustee) or corporation as may be appointed in an instrument signed by the individual trustee or by the vice-president of the corporate trustee shall

act as trustee with respect to that property, and such trustee and every successor trustee so appointed shall have all the title, powers and discretion with respect to that property that is given to that trustee. The net income from that property and any net proceeds of its sale shall be paid over to the principal trustee.

7. Tenancy by the Entirety. During the joint lives of the Grantors, all trust assets shall be deemed to be held by the Grantors as Tenants By The Entirety, with full rights of survivorship.

IN WITNESS WHEREOF, JOHN K. FRANK and FLORENCE N. FRANK, as Grantors and as Trustees, have signed this agreement this 26th day of June, 1990.

John K. Frank
JOHN K. FRANK
Grantor and Trustee

Florence N. Frank
FLORENCE N. FRANK
Grantor and Trustee

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)
)
)
SS.

On this 26th day of June, 1990, before me personally appeared JOHN K. FRANK, as Grantor and as Trustee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Elizabeth H. Jackson
Notary Public, State of Hawaii
My Commission Expires:
ELIZABETH H. JACKSON NOTARY PUBLIC
MY COMMISSION EXPIRES 12/8/92

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)
)
)
SS.

On this 26th day of June, 1990, before me personally appeared FLORENCE N. FRANK, as Grantor and as Trustee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed.

Elizabeth H. Jackson
Notary Public, State of Hawaii
My Commission Expires:
ELIZABETH H. JACKSON NOTARY PUBLIC
MY COMMISSION EXPIRES 12/8/92

Frank.003

Elizabeth H. Jackson
Attorney At Law

SCHEDULE "A"

1. \$1.00 in cash and such other amounts either in cash, personal or real property, or as proceeds from insurance covering the Grantor's life which may be added to the trust property from time to time by the Grantor or any other person.

2. Any and all personal and household effects belonging to the Grantors, including but not limited to, books, pictures, furniture, furnishings and silverware.

EXHIBIT “3”

Kalima Claims Administrator
P.O. Box 135035
Honolulu, HI 96801

December 4, 2023



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ESTATE OF VIVIAN N. ALMEIDA
C/O LAWRENCE ALMEIDA
47-495 AIALII ST
KANEHOE HI 96744

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question #1

Deceased class member spouse is deceased on 01/28/2021

names and addresses of deceased class members children
continue question #4

Lawrence G. Almeida

47-450 Ahuimahu Rd. Kaneohe, HI 96744

##(808) 221-3792 almeida.and sons@yahoo.com

Gary K. Almeida

4-831 Kuhio Hwy Suite 438 #178

Kapaa, HI 96746

##(808) 392-5125

garyalmeida411@gmail.com

Lori Anne Isagawa

81-1023 Huamoa St.

Waianae, HI 96792

##(808) 687-1392

isagawa.lorianne@gmail.com

EXHIBIT "3"

Vivian Almeida's trust checking account has been closed.

She no longer has a active account.

Please send out all disbursement settlement payment to each beneficiary in their own name and not Vivian's Trust. Thank You.



EXHIBIT “4”

Jennie Kapulani Rosa

November 24, 1928 ~ August 31, 2024 (age 95)



Be the first to offer your condolences on Jennie Kapulani's [Tribute Wall](#)

Share a Memory

[Obituary & Services](#)

[Tribute Wall](#)

Jennie Kapulani Rosa Obituary

Jennie Kapulani Rosa, 95, of Waianae, Hawaii passed away on August 31, 2024. She was born on [REDACTED] in Laie, Oahu.

She is survived by sons, Ronnie (Mary) Secritario, Spencer Secritario; daughters, Diane (Tom) Miguel, Charmaine (Clint) Nuuanu, Jo Sandra Buresh, Samalyn "Nani" (Darryl) Rosa; sister, Emmaline Choy; 10 grandchildren; 4 great grandchildren.

Wake Service will be held on Wednesday, October 02, 2024 at Mililani Mortuary Mauka Chapel.

Visitation begins at 5:30 pm and service 6:00 pm.

Burial will be held on Thursday, October 03, 2024 at 11:00 am, Valley of the Temples.

To [send flowers](#) (/obituary/JennieKapulani-Rosa/sympathy) to the family, please [visit our floral store](#). (/obituary/JennieKapulani-Rosa/sympathy)

How did you know Jennie Kapulani Rosa?

Family

Friend

Work

Other

Help others honor Jennie Kapulani's memory

[Send Flowers](#) (/obituary/JennieKapulani-Rosa/sympathy)



EXHIBIT "4"