Beth Chrisman

Forensic Document Examiner 13437 Ventura Blvd, Ste 213 Sherman Oaks CA 91423 Phone: 310-957-2521 Fax: 310-861-1614 E-mail: beth@handwritingexpertcalifornia.com www.HandwritingExpertCalifornia.com

CURRICULUM VITAE

I am, Beth Chrisman, a court qualified Forensic Document Examiner. Beginning my career in 2006, I have examined over 500 document examination cases involving over 6500 documents. I trained with the International School of Forensic Document Examination and have apprenticed under a leading court-qualified Forensic Document Expert.

Forensic Examination Provided For:

Disputed documents or signatures including: wills, checks, contracts, deeds, account ledgers, medical records, and autograph authentication. Investigation and analysis including: questioned signatures, suspect documents, forgeries, identity theft, anonymous letters, alterations, obliterations, erasures, typewritten documents, altered medical records, graffiti, handwritten numbers, and computerized and handwritten documents.

Education

- Bachelor of Science Specializing in Prosthetics and Orthotics from the University of Texas Southwestern Medical Center at Dallas
- International School of Forensic Document Examination: Certified Forensic Document Examination, Graduation Date July 2008 Specific Areas of Training:

Handwriting Identification and Discrimination, Signature Comparison, Techniques for Distinguishing Forged Signatures, Disguised Handwriting, Altered Numbers, Anonymous Writing, Laboratory Procedures, Forensic Microscopy and Forensic Photography, Identifying Printing Methods, Papers and Watermarks, Factors that Affect Writing, Demonstrative Evidence Training, Demonstrative Evidence in the High-Tech World, Forgery Detection Techniques, Detection of Forged Checks, Document Image Enhancement, Graphic Basis for Handwriting Comparison, Ethics in Business and the Legal System, Mock Courtroom Trails

- American Institute of Applied Science; 101Q Questioned Documents course completed
- 3 year on-the-job apprenticeship with Bart Baggett, a court qualified document examiner and the president of the International School of Forensic Document Examination, October 2006 – October 2009.

Apprenticeship Included:

Gathering documents, setting up case files, scanning and photographing documents, assisting with on-site examinations, interacting as client liaison with attorneys and clients, accounting and billing, peer reviews, preparing court exhibits, directed and witnessed client hand written exemplars, as well as reviewed and edited official opinion letters and reports for Mr. Baggett's office. I managed 204 cases consisting of 2157 documents during this time period.

Furthermore, I began taking active individual cases that were mentored and/or peer reviewed by Bart Baggett.

• ACFEI Conference October 2009, Las Vegas, NV. (American College of Forensic Examiners International) Attended specific lectures on ink and paper counterfeiting by FBI personnel.

C.V. of Beth Chrisman



Page 1 of 2 Exhibits page 1

Beth Chrisman

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CURRICULUM VITAE Cont.

Further Qualifications:

I am the Director of the International School of Forensic Document Examination; creating curriculum, choosing textbooks, creating schedules and overseeing student apprentice qualifications for students worldwide. I teach and mentor students worldwide, including students in the United States, New Zealand, Australia, India and Slovakia. I also peer review cases for other working document examiners.

Laboratory Equipment:

Numerous magnifying devices including 30x, 20x and 10x loupes, Light Tracer light box, protractor, calipers, metric measuring devices, slope protractor and letter frequency plate, handwriting letter slant and comparison plate, typewriter measurement plate, type angle plate, digital photography equipment, zPix 26x-130x zoon digital hand-held microscope, zOrb 35x digital microscope, an illuminated stereo microscope, Compaq Presario R3000, HP PC, 2 high resolution printers, 2 digital scanners, 1 high resolution facsimile machine, and a copy machine.

Library

Numerous forensic document examination titles and other handwriting reference materials.

C.V. of Beth Chrisman

Page 2 of 2 Exhibits page 2

Beth Chrisman

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LEVELS OF OPINION-BASED ON ASTM GUIDELINES FOR EXPRESSING CONCLUSIONS

Since the observations made by the examiner relate to the product of the human behavior there are a large number of variables that could contribute to limiting the examiner's ability to express an opinion confidently. These factors include the amount, degree of variability, complexity and contemporaneity of the questioned and/or specimen writings. To allow for these limitations a scale is used which has four levels on either side of an inconclusive result. These levels are:

Identification / Elimination

May be expressed as 'The writer of the known documents wrote / did not write the questioned writing.' This opinion is used when the examiner denotes no doubt in their opinion; this is the highest degree of confidence expressed by a document examiner.

Strong Probability

May be expressed as 'There is a strong probability the writer of the known documents wrote / did not write the questioned writing.' This opinion is used when the evidence is very persuasive, yet some critical feature or quality is missing; however, the examiner is virtually certain in their opinion.

• Probable

May be expressed as 'It is probable the writer of the known documents wrote / did not write the questioned writing.' This opinion is used when the evidence points strongly toward / against the known writer; however, the evidence falls short of the virtually certain degree of confidence.

• Evidence to Suggest

May be expressed as 'there is evidence to suggest the writer of the known documents wrote / did not write the questioned writing.' This opinion is used when there is an identifiable limitation on the comparison process. The evidence may have few features which are of significance for handwriting comparisons purposes, but those features are in agreement with another body of writing.

• Inconclusive

May be expressed as 'no conclusion could be reached as to whether the writer of the known documents wrote / did not write the questioned writing.' This is the zero point of the confidence scale. It is used when there are significantly limiting factors, such as disguise in the questioned and/or known writing or a lack of comparable writing and the examiner does not have even a leaning one way or another.

DECLARATION OF BETH CHRISMAN

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I, BETH CHRISMAN, hereby declare as follows:

1. I am an Expert Document Examiner and court qualified expert witness in the field of questioned documents in the State of California. I am over the age of eighteen years, am of sound mind, having never been convicted of a felony or crime of moral turpitude; I am competent in all respects to make this Declaration. I have personal knowledge of the matters declared herein, and if called to testify, I could and would competently testify thereto.

9 2. I have studied, was trained and hold a certification in the examination, comparison, analysis
and identification of handwriting, discrimination and identification of writing, altered numbers and
altered documents, handwriting analysis, trait analysis, including the discipline of examining
signatures. I have served as an expert within pending litigation matters and I have lectured and
taught handwriting related classes. A true and correct copy of my current Curriculum Vitae
("C.V.") is attached as "Exhibit A".

16 3. Request: I was asked to analyze a certified copy of the ARTICLES OF
17 INCORPORATION, CORPORATION SOLE FOR ECCLESIASTICAL PURPOSES for the
18 Corporation Sole of THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS
19 SUCCESSORS, OVER/FOR THE POPULAR ASSSEMBLY OF REVITALIZE, A GOSPEL OF
20 BELIEVERS filed with the State of Hawaii Department of Commerce and Consumer Affairs. I
21 have attached this document as EXHIBIT B, Pages 1 through 8.

4. Basis of Opinion: The basis for handwriting identification is that writing habits are not
 instinctive or hereditary but are complex processes that are developed gradually through habit and
 that handwriting is unique to each individual. Further, the basic axiom is that no one person writes
 exactly the same way twice and no two people write exactly the same. Thus writing habits or
 individual characteristics distinguish one person's handwriting from another.

Page 1 of 4 DECLARATION OF BETH CHRISMAN

Transferred or transposed signatures will lack any evidence of pressure of a writing instrument. Additionally, due to modern technology in the form of copiers, scanners, and computer software that can capture documents as well as edit documents and photos it has become quite easy to transfer a signature from one document to another. However, there will always be a source document and in many cases the signature will remain unchanged. The fact that there is more than one signature that is exactly the same is in direct opposition to one of the basic principles in handwriting identification. A process of analysis, comparison and evaluation is conducted between the document(s).

9 A process of analysis, comparison and evaluation is conducted between the document(s).
 10 Based on the conclusions of the expert, an opinion will be expressed. The opinions are derived
 11 from the ASTM Standard Terminology for Expressing Conclusions for Forensic Document
 12 Examiners.

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Observations and Opinions:

PAGE NUMBERING:

a. This is an 8 page document with the first six pages having a fax footer dated May 26, 2009
and the last 2 pages having a fax footer of May 28, 2009.

18 b. Further, the first four pages are numbered as such, the fifth page has no original number
19 designation, the sixth page has the numeral 2, and the last two pages are labeled 1 and 2.

c. There is not one consistent page numbering system or text identification within the
 document pages that indicates all pages are part of one document.

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DOCUMENT PAGES:

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Page 2 of 4 DECLARATION OF BETH CHRISMAN

1	Additionally, no one person writes exactly the same way twice thus the numeral '8' is also not									
2	authentic on one of the documents.									
3	e. It is inconclusive if one of the documents is the source or if neither is the source document.									
4	f. There is no way to know if the signature of Cecil Loran Lee was an original prior to faxing									
5	or if it was a copy of a copy or the generation of the copy if a copy was used to fax the form.									
6	PAGES 5 AND 6									
7	g. Page 6 is a General Certification appearing to be attached to the previous page, however,									
8	Page 5 of this set of documents references a Gwen Hillman and Gwen Hillman clearly is not the									
9	signature on the Certification. Additionally, there is no Page number on the Certificate of Evidence									
11	of Appointment that actually links it to the next page, the General Certification of a Cecil Loran									
12	Lee.									
13	h. Further, the fax footer shows that Page 5 is Page 13 of the fax, where page 4 is Faxed page									
14	5 and page 6 is fax page 7; so there is inconsistency in the overall document regarding the first six									
15 16	pages.									
17	i. There is no way to know based on the fax copy and limited handwriting if the same person									
18	wrote the '8' on pages 5 and 6. There's no real evidence these pages go together outside the order									
19	they were stapled together in the Certified Copy.									
20	PAGE 8.									
21	j. Page 8 docs have an additional numeral '2' added to the original numeral 8 to make '28.'									
22	a. The Please see EXIIIBIT 3 for levels of expressing opinions.									
23 24	6. Opinion: EXHIBIT B, The ARTICLES OF INCORPORATION, CORPORATION SOLE									
25	FOR ECCLESIASTICAL PURPOSES for the Corporation Sole of THE OFFICE OF THE									
26	OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR									
27	ASSSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS filed with the State of Hawaii									
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	Page 3 of 4 DECLARATION OF BETH CHRISMAN Exhibits page 6									

Department of Commerce and Consumer Affairs contains page(s) that are not authentic in nature
 but have been duplicated, transferred and altered. Further, the lack of proper page numbering and
 consistency within the page number makes the document suspicious.

7. Declaration:

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration was executed on the 12th day of June, 2015, in Sherman Oaks, California.

	Page 4 of 4 DECLARATION OF BETH CHRISMAN Exhibits page 7
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1	ACKNOWLEDGMENT						
2	A notary public or other officer completing this certificate verifies only the identity of the						
3	individual who signed the document to which this certificate is attached, and not the truthfulness,						
4	accuracy, or validity of that document.						
5							
6	State of California						
7	County of Los Angeles						
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9	On June 30, 2015 before me, Miles Anthony Garrison, Babie personally appeared Beth Chrisman,						
10	who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed						
11	to the within instrument and acknowledged to me that she executed the same in her authorized						
12	capacity, and that by her signature on the instrument the person, or the entity upon behalf of which						
13	the person acted, executed the instrument.						
14 15	the person accu, excedicu the matument.						
16	I certify under PENALTY OF PERJURY under the laws of the State of California that the						
17	foregoing paragraph is true and correct.						
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19	WITNESS my hand and official scal:						
20	Notary Public - California Los Angeles County						
21	Signature My Comm. Expires Sep 14, 2017 B						
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-	Page 5 of 5						
1	DECLARATION OF BETH CHRISMAN Exhibits page 8						

STATE OF HAWAII DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS Business Registration Division 1010 Richard Street PO Box 40, Honolulu, HI 96810

ARTICLES OF INCORPORATION CORPORATION SOLE FOR ECCLESIASTICAL PURPOSES (Section 419, Hawaii Revised Statutes)

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

The undersigned desires to form a Corporation Sole for Ecclesiastical purposes under the laws of the State of Hawaii and does certify as follows:

Article I

The name of the Corporation Sole is:

THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF NEVITALIZE, A GOSPEL OF BELIEVERS

Article II

Cecil Loran Lee of 13-811 Malama Street, Pahoa, HI 96778, duly authorized by the rules and regulations of the church **REVITALISE, A GOSPEL OF BELIEVERS**, a Hawaiian non-profit. corporation in the nature of Ecclesia, hereby forms **THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND RIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS** and is the initial holder the office of Overseer hereunder.

Article III

The principal office of THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITLISE, A GOSPEL OF BELIEVERS is 13-811 Malama Street Pahoa, HI 96778. The Island of Hawaii is the boundary of the district subject to the ecclesiastical jurisdiction of the Overseer.

Article IV

The period of duration of the corporate sole is perpetual.

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TO-DCCA BREG

PAGE 002

Exhibits page 9

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Article V

The manner in which any vacancy occurring in the incumbency of THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIES, A GOSPEL OF BELIEVERS, is required by the discipline of THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, to be filled, through an appointment of Jason Hester of Pahoa, Hawaii as designated successor, and if said designated successor is unable or unwilling to serve, then through an appointment by the support and blessings by a formal "Popular Assembly" of clerical staff and the general membership of REVITALIZE, A GOSPEL OF RELIEVERS, as to the named docignated successor. The corporate sole shall have continuity of existence, notwithstanding vacancies in the incumbency thereof, and during the period of any vacancy, have the same capacity to receive and take gifts, bequests, devise or conveyance of property as though there were no vacancy.

Article VI

THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS shall have all the powers set forth in HRS c. 419-3 and 414D-52 including the power to contract in the same manner and to the same extent as any man, male or female, and may sue and be sued, and may defend in all courts and places, in all matters and proceedings whatsoever, and shall have the authority to appoint attorneys in fact. It has in any venue and jurisdiction authority to borrow money, give promissory notes therefore, to deal in every way in prime notes, noble metals, planchets, commercial liens, stamps, mortgages, all manner of banking, and to secure the payment of same by mortgage or other lien upon property, real and person, enter into insurance and assurance agreements, own life insurance policies, and purchase and sell contracts and other commercial instruments. It shall have the authority to buy, sell, lease, and mortgage and in overy way deal in real, personal and mixed property in the same manner as a "natural person" or covenant child of God. It may appoint legal counsel, licenses and/or unlicensed, but any professional or nonprofessional account services, legal or other counsel employed shall be utilized in a capacity never greater than subordinate co-counsel in any and all litigious matters whether private, corporate, local, national or international, in order to protect the right of the corporation sole to address all courts, hearings, assemblies, etc., as superior co-counsel.

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TO-DCCA BREG

PAGE 003

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Article VII

The presiding Overseer of THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS can be removed by a 2/3 vote at a meeting of the Popular Assembly of REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian non-profit corporation in the nature of Ecclesia, duly called for that purpose, provided that a successor Overseer is selected at that meeting.

The presiding Overseer may not amend or alter this Article VII without the 2/3 vote at a meeting of the Popular Assembly of **REVITALIZE, A GOSPEL OF BELIEVERS** duly called for that purpose.

Article VIII

The presiding Overseer, after prayers and counsel from The Popular Assembly of **REVITALIZE**, A GOSPEL OF BELIEVERS, may at any Line amend these Articles, change the name, the term of existence, the boundaries of the district subject to its jurisdiction, its place of office, the manner of filing vacancies, its powers, or any provision of the Articles for regulation and affairs of the corporation and may by Amendment to these Articles, make provision for any act authorized for a corporate sole under HRS c. 419. Such Amendment shall be effective upon recordation with the State of Hawaii.

Article IX

The purpose of this corporation sole is to do those things which serve to promote Celestial values, the principles of Love, Harmony, Truth and Justice, the love of our brothers and sisters as ourselves, the comfort, happiness and improvement of Man and Woman, with special emphasis upon home church studies, research and education of those rights secured by God for all mankind and of the laws and principles of God for the benefit of the Members of the Assembly and the Community at large. This corporate sole is not organized for profit.

Article X

All property held by the above named corporation sole as THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITLIZE, A GOSPEL OF BELIEVERS, shall be held for the use, purpose, and benefit of REVITLIZE, A COSPEL OF BELIEVERS, a Hawaiian non-profit Corporation in the nature of Ecclesia.

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TO-DCCA BREG

PACE 004

I certify upon the penalties of perjury pursuant to Section 419 of the Hawaii Revised Statues that I have read the above statements and that the same are true and correct.

Witness my hand this <u>8</u> day of <u>May</u>, 2009.

CECIL LORAN LEE

Excil Tom Lee

RECEIVED MAY-26-2009 11:27 FROM-

TO-DCCA BREG

Exhibits page 12

05/29/200920052

CERTIFICATE OF EVIDENCE OF APPOINTMENT

Asseveration

State of Hawaii)) Signed and Sealed County of Hawaii) FILED 05/28/2008 05:41 PM Business Registration Division DEPT. OF COMMERCE AND CONSUMER AFFAIRS State of Hawaii

05/29/2009

Gwen Hillman, Scribe, on the $\underline{S}^{\mathcal{H}}_{\mathcal{H}}$ day of the fifth month in the Year of our Lord Jesus Christ, the Redeemer, Two Thousand Nine having first stated by prayer and conscience, avers, deposes and says:

Cecil Loran Lee is the duly appointed, qualified OVERSEER of THE OFFICE OF OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, by virtue of Spiritually and Divinely inspired appointment and he is, and has been, sustained as such by the general membership of said "body of believers" of REVITALIZE, A GOSPEL OF BELIEVERS a Hawaiian incorporated Church assembly, in the nature of Ecclesia, and THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, in a special Popular Assembly meeting on the day of the fifth month in the Year of our Lord Jesus Christ, the Redeemor, Two Thousand Nine as evidenced by an official recording of such appointment signed by Gwen Hillmon, Scribe of THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS.

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FROM-

TO-DCCA BREG

PAGE 013

General Certification

I, Cecil Loran Lee, the named Overseer in The Office of the Overseer a corporation sole and his successors, over/for The Popular Assembly of REVITALIZE, a Gospel of Believers the Affiant herein, certify, attest and affirm that I have read the foregoing and know the content thereof and that it is true, correct, materially complete, certain, not misleading, all to the very best of my belief, and this 1 solemnly pledge declare and affirm before my Creator.

In witness whereof, said Cecil Loran Lee, The Overscer, of a corporation sole, has hereinto set his hand and scal, on this, the D day of May in the Year of Jesus Christ our Lord, the Redeemer, two thousand ninc.

Affix Seal Here.

Cacil Loran Lee, the Overseer The Office of the Overseer a corporation sole and his successors, over/for The Popular Assembly of REVITALIZE, A GOSPEL OF BELIEVERS an incorporated Church assembly, in the nature of Ecclesia

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FROM

TO-DCCA BREG

STATEMENT OF INCUMBENCY

THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALISE, A GOSPEL OF BELIEVERS.

BE IT KNOWN BY THESE PRESENTS that Cacil Loran Lee of 13-811 Malama Street Pahoa, HI 9677R is the current incumbent OVERSEER for the corporation sole known as THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/POR THE POPULAR ASSEMBLY OF REVITALISE, A GOSPEL OF BELIEVERS. This Statement of Incumbency is provided pursuant to Hawaii Revised Statutes c.419-5.

Pursuant to Cacil Loran Lee's right to worship Almighty God, in accordance with the dictates of his own conscience, and having, humbly, taken possession of The Office of OVERSEER on the <u>20</u> day of May in the year two thousand nine, the OVERSEER does hereby certify, and adopt this "Statement of Incumbency".

In accordance with the disciplines of REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian non-profit corporation, in the nature of Ecclesia located in Pahoa, County and State of Hawaii having established said corporation sole THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALISE, A GOSPEL OF BELIEVERS and by this Statement of Incumbency hereby notifies the State of Hawaii that Cecil Loran Lee is the duly appointed incumbent OVERSEER.

THE OFFICE OF THE OVERSEER, A CORPORATION SOLE AND HIS SUCCESSORS, OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, does hereby establish that Cecil Loran Lee is the duly appointed incumbent OVERSEER of this corporate sole created for the purposes of administering and managing the affairs, property, and temporalities of REVITALISE, A GOSPEL OF BELIEVERS, a Hawaiian non-profit corporation in the nature of Ecclesia.

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FROM

TO-DCCA BREG

PAGE 002

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General Certification

I, Cecil Loran Lee, the named Overseer in The Office of the Overseer a corporation sole and his successors, over/for The Popular Assembly of REVITALIZE, a Gospel of Believers the Affiant herein, certify, attest and affirm that I have read the foregoing and know the content thereof and that it is true, correct, materially complete, certain, not misleading, all to the very best of my belief, and this I solemnly pledge declare and affirm hefore my Creator.

In witness whereof, said Cecil Loran Lee, The Overseer, of a corporation sole, has hereunto set his hand and seal, on this, the 20 day of May in the Year of Jesus Christ our Lord, the Redeemer, two thousand nine.

_____ Affix Seal Here.

Cecil Loran Lee, the Overseer The Office of the Overseer a corporation sole and his successors, over/for The Popular Assembly of REVITALISE, A GOSPEL OF BELIEVERS an incorporated Church assembly, in the nature of Ecclesia

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FROM

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TO-DCCA BREG

R-758 STATE OF HAWAII BUREAU OF CONVEYANCES I hereby certify that this is MAY 11, 2010 12:00 PM a true copy from the records Doc No(s) 2010-084623 of the Bureau of Conveyances, Thomas les lla **Registrar of Conveyances** Assistant Registrer, Land Court IS NICKI ANN THOMPSON REGISTRAR CONVEYANCE TAX: \$175.00 State of Hawall 20 1/2 712 After Recordation, Return by Mail (X) Pickup () To:

C

Paul J. Sulla, Jr. P. O. Box 5250 Hilo, HI 96720

Tax Map Key (3) 1-3-001:049 & 043

QUITCLAIM DEED

made this 3rd THIS INDENTURE, day of May 2010, by and between THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian Corporation Sole, as foreclosing mortgagee, whose address is 13-811 Malama Street, Pahoa, HI 96778, (hereafter referred to as the "Grantor") and THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, Α GOSPEL OF BELIEVERS, а whose address is 13-811 Malama Hawaiian Corporation Sole, (hereafter referred Pahoa, 96778, to aş the Street, HI "Grantee").

Exhibits page 17

TOTAL PAGES

EXHIBIT "2A"

1

WITNESBETH

THAT WHEREAS, THE ROYAL BLOODLINE OF DAVID, a Washington nonprofit corporation by Leonard George Horowitz individually and as Overseer (hereinafter referred to as the "Borrower/Mortgagor") executed a certain Promissory Note and Mortgage dated January 15, 2004, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2004-014441, / with LORAN LEE a/k/a C. LORAN LEE, as the original Mortgagee; and

WHEREAS, LORAN LEE a/k/a C. LORAN LEE assigned that certain Mortgage to THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian Corporation Sole by ASSIGNMENT OF MORTGAGE dated May 15, 2009 recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2009-136885 / with LORAN LEE a/k/a C. LORAN LEE, as the original OVERSEER;

WHEREAS, LORAN LEE a/k/a CECIL LORAN LEE died on June 29, 2009 and JASON HESTOR of Pahoa, HI 96778 became the succeeding incumbent OVERSEER of THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaiian Corporation Sole;

WHEREAS, the term of the Promissory Note currently held by Grantor, as foreclosing mortgagee expired on January 15, 2009; the entire remaining unpaid principal balance became due and

payable; and the Borrower/Mortgagor has defaulted on the repayment of the Promissory Note and Mortgage; and

WHEREAS, pursuant to Grantor's foreclosure rights under power of sale as provided in Sections 667-5 through 667-10, Hawaii. Revised Statutes, and that aforesaid Mortgage dated January 15, 2004, and in accordance with the terms of the MORTGAGEE'S AFFIDAVIT OF FORECLOSURE UNDER POWER OF SALE, the Grantor herein duly held a sale by public auction on April 20, 2010 and the property hereinafter described was offered for sale, and wherein THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS was the purchaser of said property for the sum of \$175,000.00. Said auction being evidenced by MORTGAGEE'S AFFIDAVIT OF FORECLOSURE UNDER FOWER OF SALE recorded herewith.

NOW, THEREFORE, Grantor, as foreclosing mortgagee under power of sale, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, does hereby release, remise, quitclaim, transfer and convey all of that certain real property described in Exhibit "A" attached hereto and made a part hereof, unto Grantee, as TENANT IN SEVERALTY; And the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto;

2

TO HAVE AND TO HOLD the same, together with all buildings, improvements, tenements, rights, easements, privileges and appurtenances thereon and thereunto belonging or appertaining or held and enjoyed therewith unto the Grantee, in FEE SIMPLE, forever.

The Grantor makes no warranties or covenants with respect to this conveyance. The property is sold strictly "AS IS" and "WHERE IS" without covenant or warranty, express or implied, as to title, possession or encumbrances.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals, partnerships, trustees or corporations and their and each of their respective successors, heirs, personal representatives, successors in trust and assigns, according to the context thereof. All covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed elsewhere herein.

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IN WITNESS WHEREOF, the undersigned executed these presents on the day and year first above written.

> THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS

By Jason Overseer

"Grantor"

STATE OF HAWAII

COUNTY OF HAWAII

On this 3 day of May, 2010, before me appeared Jason Hester, to me personally known, who, being by me duly sworn, did say that he is the OVERSEER of THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaii Corporation Sole and that said QUITCLAIM DEED dated May 3 2010 consisting of 7pages was signed in the Third Circuit of Hawaii on behalf of said corporation authority by itø OVERSEER, of and he acknowledges said instrument to be the free act and deed of said Corporation Sole.

SS.

inc. Date Third Circuit Carol L. Silve Notary Name: Doc. Description Out **∩**€ Notary 5 NOTARY CERTIFICATION

Notary IN A S Print Name: lan 10

My commission expires: 10/12/2012

Exhibits page 21

ann'

TEML

LOT 15-D A.Portion of Loi 15 Grant 5005 to J. E. Eldarta

FIRIBIT A

Kamali Homesteads, Puna, Island and County of Hawaii, State of Hawaii

BEGINNING at a pipe at the West common of this panel of land at the North boundary of Lot 2, Grant 4330 to C. L. Wight and on the Bast side of Paleos. Kalapana Road (Emergency Relief Project No. HR 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHEIAHULU" being 6,281.64 feet North and 16,203.34 feet Bast and running by azimulity measured clockwise from True South:

1.	197°	557	15*	958.02 foot along Pahon-Kalapana Road (Bmergency Rollief Project No. BR 4(1)) to a pipe;
2.	239*	28'	30"	325.15 feet along Lot 19, Grant 5651 to Chas. Riderts to a pipe;
3,	304 *	03 ′	30ª	337.89 fost slong Lot 19, Gnat 5651 to Ches. Bidents, and Gnant 5151 to J. B. Bidents to a pipe;
				Thence along a 1016.74 feet radius curve to the right the direct chord azimuth and distance being:
4,	14%	14ª	56"	915.04 feet along West side of the old Pakoa-Kalapana Roads
5.	40*	59	30"	275.69 feet along same to a pipe;
б.	114°	43'	30"	494.98 foot along Lot 2, Grant 4330 to C. L. Wight to the point of heginating and containing an area of 16,55 acres, more or loss.

Being the land conveyed to The Royal Bloedline of David, a Washington nonprofit corporation, by Warranty Deed dated ______, recorded in the Bureau of Conveyances, Sizto of Hayaii, as Document No. ______

TTEM II:

That certain parcel of land (being pottion of the land(a) described in and covered by Land Patent Grant Number 5005 to J. R. Elderts) almate, lying and being at Pana, Jaland and County of Hawaii, State of Hawaii, being LOT 15-A, portion of Lot 15, of the Kamalii Homesteads, being more particularly described as follows:

Description: Ecoluln, HI Regular System-Year, DoolD 2004.14441 Page: 15 of 16 Order: 19-00000232359 Comments

Beginning at the north conset of this parcel of land at the porthwest corner of Lot 15-B and on the casterly side of old (abandoned) Pihoe-Kalepane Road the coordinative of said point of beginning reflected to Government Survey Triangulation Station "HEIHEIGHHULD" being 6,270.75 fact morth and 16,889.17 fact cast and remains by azimuths measured clockwise from two South:

1,	307*	30'		212.10	feet along Lot 15-B;
2.	37"	30'		235,90 '	fort slong somo;
3,	114	43'	30 "	235,14	foot along Grant 4330 to C. L. Weight;
4.	220*	59	30	261,10	fort along casteriy side of old (abandoned) Pabez-Kalapana Road;
	Thene	e sjoë	g a 1060	.74 feet radi	ns curve to the left, the chord-szimuth and distance being:
5.	220° .	15	90 *	27.31	fort along same to the point of beginning and containing in area of 1.32 areas, more of 1651.

Boing the land conveyed to The Royal Bloodline of David, a Washington hospitali corporation, by Warranty Deed dated ______, recorded in the Bureau of Conveyances, State of Hawail, as Document No. 2004-61440

SUBJECT, BONEVER, TO:

- 1. This to all minerals and metallic mines reserved to the State of Hawaii.
- 2. ASTOITEML-

As to the road remnant within the land herein described:

- a. Reservation in favor of the State of Hawaii of all minerals and metallic mines of every description, including all geothermal rights.
- b. Reservation of the rights of native tenants.
- c. The State of Hawaii's and the public's right of access through government roads, namely the "Paboa-Kalapana Road", a government road under the juristiction of the County of Hawaii, shall be protected and not restricted.
- d. Reservation in favor of the State of Hawii of all right, title, interest or claim to water having its source upon or flowing over or under the subject property.
- c. Reservation in favor of the State of Hawaii of all casements or rights in the nature of casements for the free flowage of surface water through and across any stream and/or established water course upon the subject property.

.3. AS TO TIEM IL-

The property does not appear to have access of record to any public street, road or highway.

END OF EXHIBI X

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Description: Bonolulu, HI Regular System-Xear, Doc10 2004.14441 Fage: 16 of 16 Inder: 19-00000232359 Comment:

I hereby certify that this is a true copy from the records R-883 STATE OF HAWAII BUREAU OF CONVEYANCES RECORDED of the Bureau of Conveyances. JUN 14, 2011 11:00 AM Thing Dec No(s) 2011-083772 Registrar of Conveyances Assistant Registrar, Land Court State of Hawaii /s/ NICKI ANN THOMPSON REGISTRAR CONVEYANCE TAX: \$220,00 20 After Recordation, Return by Mail (X) Pickup (To: Paul J. Sulla, Jr. P. O. Box 5250 Hilo, HI 96720 TOTAL PAGES Tax Map Key (3) 1-3-001:049 & 043

QUITCLAIM DEED

THIS INDENTURE, made this $\underline{9^{+\!\!/}}$ day of $\underline{J_{UNC}}$, 2011, by and between THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF HELIEVERS, a Hawaiian Corporation Sole, whose address is 13-811 Malama Street, Pahoa, HI 96778, (hereafter referred to as the "Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to Grantor by JASON HESTER, an individual whose address is PO Box 758 Pahoa, HI 96778 (hereafter referred to as the "Grantee"), the receipt of which is hereby acknowledged, does hereby

EXHIBIT "2B"

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release, remise, quitclaim, transfer and convey all of that certain real property described on the tax maps of the Third Taxation Division, State of Hawaii, as **Tax Map Key (3) 1-3-001-**043 & 1-2-001-049 in the interests noted above, more particularly described in **Exhibit "A"** attached hereto and made a part hereof, subject to the encumbrances noted therein

TO HAVE AND TO HOLD the same, together with all buildings, improvements, tenements, rights, easements, privileges and appurtenances thereon and thereunto belonging or appertaining or held and enjoyed therewith unto the Grantee, in FEE SIMPLE, forever.

IT IS MUTUALLY AGREED that the terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals, partnerships, trustees or corporations and their and each of their respective successors, heirs, personal representatives, successors in trust and assigns, according to the context All covenants and obligations undertaken by two or thereof. more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed elsewhere herein.

F.(.

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IN WITNESS WHEREOF, the undersigned executed these presents on the day and year first above written.

> THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS

By Jason Hester Overseer

"Grantor"

STATE OF HAWAII

COUNTY OF HAWAII

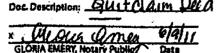
On this $\underline{9^{\text{th}}}$ day of June, 2011, before me appeared Jason Hester, to me personally known, who, being by me duly sworn, did say that he is the OVERSEER of THE OFFICE OF OVERSEER, A CORPORATE SOLE AND HIS SUCCESSOR OVER/FOR THE POPULAR ASSEMBLY OF REVITALIZE, A GOSPEL OF BELIEVERS, a Hawaii Corporation Sole and that on behalf of said corporation by authority of its OVERSEER, he acknowledges said instrument to be the free act and deed of said Corporation Sole.

SS



Notary Public, State of Hawaii Print Name: Glorig Emeri

 $\frac{3n^2}{Circuit}$ My commission expires: $y^{(1)}$



Doc. Date: # Pages:



Exhibits page 26

3

ITEME

LOT 15-D A.Partian of Lot 15

Grant 5005 to J. R. Elderts

Kanaili Homesteada, Puna, Island and County of Hawaii, State of Hawaii

BRGINNING at a pipe at the West comment of this panel of land at the North boundary of Lot 2, Grant 4330 to C. L. Wight and on the Bast side of Palsos - Kalapana Road (Emergency Relief Project No. HR 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHRIAHULU" being 6,281.64 fbet North and 16,203.34 feet Bast and running by azimutha measured clockwise from True South:

3.	397°	551	15"	958.02 fact along Pahoa-Kalapana Road (Brangency Relief Project No. ER 4(1)) to a pipe;
2	239*	28'	30"	326.15 feet along Lot 19, Grant 5651 to Chas. Bideris to a pipe;
3.	304° ·.	03'	30"	337.89 feet along Lot 19, Grant 5651 to Chas. Elderts, and Grant 5151 to J. E. Elderts to a pipe;
_				Thence along a 1016.74 feet radius ourve to the right the direct cloud azimuth and distance being:
4.	149	14 ¹	56ª	915.04 feet siong West side of the old Pakos-Kalapuns Road;
5.	40°	594	30*	275.69 feet along same to a pipe;
б.	114°	43'	30 *	494.98 foot along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing in area of 16.55 acros, more or loss.

Being the land conveyed to The Royal Bloodline of David, a Washington nonprofit corporation, by Warranty Deed dated ______, recorded in the Bureau of Conveynness, Sinta of Hayati, as Document No. 211124 JOY440

ITEM II:

That certain parcel of land (being portion of the land(s) described in and covered by Lind Patent Grant Number 5005 to J. R. Eldertz) almate, lying and being at Pone, Island and County of Hawaii, State of Hawaii, being LOT 15-A, portion of Lot 15, of the Kamaili Homesteads, being more particularly described as follows:

Description: Bonolulu, El Regular System-Texr. DoolD 2004.14441 Rage: 15 of 16 Order: 19-00000232359 Comment:

DXH1BIT

Beginning at the north conner of this parcel of land at the porthwest conner of Lot 15-B . and on the carterly side of old (abandoned) Fahres-Kalapana Read the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHRIAHULU" being 6,270.75 fact north and 16,889.17 fact cast and running by azimuths measured clockwise from true South:

ļ,	307*	304		212.10	fiel along Lot 15-B;
2	37•	30		235 <i>9</i> 0 '	fect along same;
3,	- 114•	43'	30*	235,14	feet along Grant 4330 to C. L. Wright;
4.	220°	59	30	261.10	feet slong casteriy side of old (abandoned) Pahos-Kalapana Road;
	Then	a alait	g # 1060	5.74 feet radii	being:
5.	220* .	15	30"	27.31	fort along same to the point of beginning and

Being the land conveyed to The Roysl Bloodins of David, s Washington nospratit corporation, by Warranty Deed dated _______ recorded in the Bures of Conveyance, State of Hawail, as Document No. 2.0.0.4-014446

containing in area of 1.32 acres, more or less.

SUBJECT, HONEYER, TO:

1. Title to all minerals and metallic mines reserved to the Sizio of Hawail.

AS TO ITEM L-

2.

As to the road remnant within the land herein described:

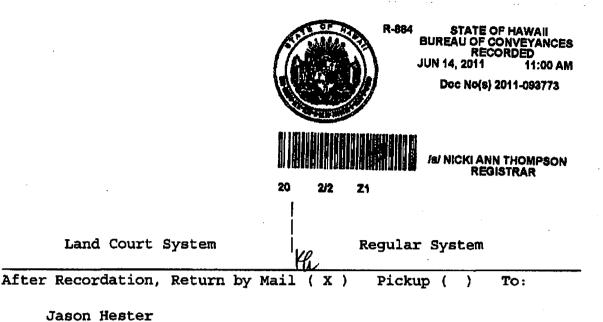
- a. Reservation in favor of the State of Hawaii of all minerals and metallic mines of every 'description, including all geothermal rights.
- b. Reservation of the rights of native tenents.
- c. The State of Hawail's and the public's right of access through government roads, namely the "Pahoa-Kalapana Road", a government road under the juristiction of the County of Hawail, shall be protected and not restricted.
- d. Reservation in favor of the State of Hawali of all right, title, interest or claim to water having its source upon or flowing over or under the subject property.
- a. Reservation in favor of the State of Hawail of all essenants or rights in the nature of casemonts for the free flowage of surface water through and across any stream and/or established water course upon the subject property.

· .3. ASTOTIEMI

The property does not appear to have access of record to any public street, road or highway.

END OF RIHIBI R

Description: Bonolnin,HI Regular System-Year. Doc10 2004.14441 Page: 16 of 16 Order: 18-00000212359 Comment:



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PO Box 758 Pahoa, HI 96778

TAX MAP KEY: Hawaii (3) 1-3-001:043 & 043

MORTGAGE

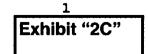
WORDS USED OFTEN IN THIS DOCUMENT AND PARTIES AND THEIR ADDRESSES:

(A) "Mortgage." This document, which is dated June 9th, 2011, will be called the "Mortgage."

(B) "Borrower." Jason Hester, an individual, whose address is P. O. Box 758, Pahoa, Hawaii 96778, County of Hawaii will sometimes be called "Borrower" and sometimes simply "I" or "me."

 (C) "Lender." <u>PAUL J. SULLA JR. AAL, A LAW CORPORATION</u>, a Hawaii corporation, whose address is PO BOX 5258, Hilo, Hawaii 96720, will sometimes be called "Lender" or sometimes simply "you" or "your.

(D) "Note." The Mortgage Loan Note, signed by Borrower and dated June 9, 2011 will be called the "Note." The



Note shows that I owe Lender FIFTY THOUSAND DOLLARS (\$50,000.00) plus interest, which I have promised to repay according to the terms set out in the Note.

(E) "Property." The property that is described below in the section titled "Description of the Property," will be called the "Property."

BORROWER'S MORTGAGE AND TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I mortgage, grant a security interest in and convey the Property to you subject to the terms of this Mortgage. This means that, by signing this Mortgage, I am giving you those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property and security interests in personal property. I am giving you these rights to protect you from possible losses that might result if I fail to:

(A) Pay all the amounts that I owe you as stated in the Note;

(B) Pay, with interest, any amounts that you spend under this Mortgage, to protect the value of the Property and your rights in the Property;

(C) Keep all of my other promises and agreements under the Note or this Mortgage.

DESCRIPTION OF THE PROPERTY

Lender's rights apply to the following Property:

(A) The property is located at 13-3775 Pahoa-Kalapana \checkmark Road, Kalapana, Hawaii TMK (3) 1-3-001-049 & (3) 1-3-001-043. The full legal description of this property is contained in Exhibit "A" which is attached at the end of this Mortgage;

(B) All buildings and other improvements that are located on the property described in Paragraph (A) of this section;

(C) All rights in other property that I have as owner of the property described in Paragraph (A) of this section. These

2

rights are known as "easements, rights and appurtenances attached to the property;"

(D) All rents or royalties from the property described in Paragraph (A) of this section;

(J) All of the amounts that I pay to Lender under Paragraph 2 below; and

(K) Any voting rights I have as owner of the Property.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that:

- (A) I lawfully own the Property;
- (B) I have the right to mortgage, grant and convey the Property to Lender;
- (C) there are no outstanding claims or charges against the Property except for the claims and charges against the Property listed in Exhibit "A" attached to the end of this Mortgage.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which you suffer because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of those rights.

BORROWER'S PROMISES AND AGREEMENT

I promise and I agree with you as follows:

1. BORROWER'S PROMISE TO PAY PRINCIPAL AND INTEREST UNDER THE NOTE AND TO FULFILL OTHER PAYMENT OBLIGATION.

I will promptly pay you or anyone you name principal, interest and any late charges as stated in the Note.

3

2. LENDER'S APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires otherwise, Lender will apply each of my payments under the Note in the following order and for the following purposes:

- (A) First, to pay interest then due under the Note;
- (B) Next, to pay principal then due under the Note; and
- (C) Next, to pay interest and amounts paid by Lender under paragraph 6 below.

3. BORROWER'S OBLIGATION TO PAY CHARGES AND ASSESSMENTS AND TO SATISFY CLAIMS AGAINST THE PROPERTY.

I will pay when they are due all taxes, assessments, and any other charges and fines that may be imposed on the Property. I will also make payments due under my lease if I am a tenant on the Property and I will pay lease rents (if any) due on the Property. I will do this either by making the payments to Lender that are described in Paragraph 2 above or, if I am not required to make payments under Paragraph 2, by making payments, when they are due, directly to the persons entitled to them. (In this Mortgage, the word "person" means any person, organization, governmental authority, or other party.) If I make direct payments, then promptly after making any of those payments I will give Lender a receipt which shows that I have done so.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "lien." I will promptly pay or satisfy all liens against the Property.

Condominium and PUD Assessments.

If the Property includes an apartment unit in a Condominium Project or in a PUD, I will promptly pay, when they are due, all assessments imposed by the owners' association or other organization that governs the Condominium Project or PUD. The association or organization will be called the "Owners' Association."

4

4. BORROWER'S OBLIGATION TO OBTAIN AND TO KEEP HAZARD INSURANCE ON THE PROPERTY.

(A) <u>Generally</u>.

I will obtain hazard insurance, if possible, to cover all buildings and other improvements that now are or in the future will be located on the Property. If possible, the insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. It is possible that the insurance policy will have provisions that may limit the insurance company's obligation to pay claims if the amount of coverage is too low. Those provisions are known as "co-insurance requirements." Lender may not require me to obtain an amount of coverage, if possible that is more than the larger of the following two amounts: either (i) the amount that I owe to Lender under the Note and under this Mortgage; or (ii) the amount necessary to satisfy the co-insurance requirements.

If I can get a policy, I will pay the premiums on the insurance policies by paying the insurance company directly when the premium payments are due.

If I get a policy, I will pay the premiums on the insurance policies either by making payments to Lender, as described in Paragraph 2 above, or by paying the insurance company directly when the premium payments are due. If Lender requires, I will promptly give Lender all receipts of paid premiums and all renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "proceeds." If the Property is used as a "residence" (for example, it is my home), then I have the right to decide whether the proceeds will be used to repair, restore or rebuild a residence on the Property or whether the proceeds will be used to reduce the amount that I owe you under the Note. In all other cases, Lender

5

will have the right to determine whether the proceeds are to be used to repair, restore or rebuild the Property or to reduce the amount I owe under the Note.

If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

If I abandon the Property, or if I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim for insurance benefits, then Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the amount that I owe to Lender under the Note and under this Mortgage. The 30-day period will begin on the date the notice is mailed or, if it is not mailed, on the date the notice is delivered.

If any proceeds are used to reduce the amount which I owe to Lender under the Note, that use will not delay the due date but shall change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above.

If Lender acquires the Property under Paragraph 17 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in those proceeds will not be greater than the amount that I owe to Lender under the Note and under this Mortgage immediately before the Property is acquired by Lender or sold.

(B) Agreements that Apply to Condominiums and PUD's.

(i) If the Property includes an apartment unit in a Condominium Project, the Owners' Association may maintain a hazard insurance policy which covers the entire Condominium Project. That policy will be called the "master policy." If the master policy insures my apartment unit as well as the common elements of the Condominium Project, so long as the master policy remains in effect and meets the requirements stated in this Paragraph 4: (a) my obligation to obtain and to keep hazard insurance on the Property is satisfied; (b) I will not be required to include an amount for hazard insurance premiums in my monthly payment of Funds to Lender

6

under Paragraph 2 above; and (c) if there is a conflict, concerning the use of proceeds, between (1) the terms of this Paragraph 4, and (2) the law or the terms of the declaration, bylaws, regulations or other documents creating or governing the Condominium Project, then that law or the terms of those documents will govern the use of proceeds. I will promptly give Lender notice if the master policy is interrupted or terminated. During any time that the master policy is not in effect the terms of (a), (b) and (c) of this subparagraph 4(B)(i) will not apply.

(ii) If the Property includes a unit in a Condominium Project, it is possible that proceeds will be paid to me instead of being used to repair or to restore the Property. I give Lender my rights to those proceeds. If the Property includes a unit in a PUD, it is possible that proceeds will be paid to me instead of being used to repair or to restore the common areas or facilities of the PUD. I give Lender my rights to those proceeds. All of the proceeds described in this subparagraph 4(B)(ii) will be paid to Lender and will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of those proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

5. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL OBLIGATIONS IN LEASES AND MORTGAGES AND AGREEMENTS ABOUT LEASES, CONDOMINIUMS AND PUD'S.

(A) Agreements about Maintaining the Property.

I will keep the Property in good repair. I will not destroy damage or change the Property, and I will not allow the Property to deteriorate.

(B) Agreements About Keeping Promises in Leases and Mortgages.

I will fulfill my obligations under any lease which is part of the Property. I will not change or agree to any change in any Lease which is a part of the Property. I will fulfill my obligations in any Mortgage on the Property listed on Exhibit "A" at the end of this Mortgage. I will not change or agree to any change in any such Mortgage.

7

(C) Agreements that Apply to Leases and Preventing Rejection or Termination of Leases in Bankruptcy Cases.

If (i) the Property includes, or is under, covered, or affected by and leases (the "Property Leases"), (ii) I, or anyone else with rights to and/or obligations under any Property Leases, including, but not limited to, lessors, lessees, sublessors, and sublessees, become a debtor in a voluntary or involuntary bankruptcy case, and (iii) an order for relief is issued pursuant to the bankruptcy laws, then I will take the actions necessary to prevent the Property Leases (a) from being rejected by me, any bankruptcy trustee or any other person pursuant to the bankruptcy laws, or (b) from being terminated in any manner. I will take such actions within five (5) days from the date of filing of the order for relief. The bankruptcy laws include, but are not limited to, Section 365 of Title 11 of the provisions of the United States Code, which is often referred to as Bankruptcy Code Section 365, as it may be amended from time to time.

I now appoint you as my attorney-in-fact to do whatever you, as Lender, believe is necessary to protect your interests in the Property and to prevent the rejection or termination of the Property Leases under the bankruptcy laws. This means that I now give you the right, in my place and name, or in your own name, to do whatever you believe is necessary to protect your interests in the Property. You have no obligation or responsibility to look out for or take care of my interests. You may, but you do not have to, take any actions to prevent the Property Leases from being rejected or terminated pursuant to the bankruptcy laws. Those actions include, but are not limited to, the following:

(I) The filing of any instruments, documents and pleadings with the court to assume and/or assign the Property Leases; and

(II) The filing of a notice of election to remain in possession of leased real property if my lessor becomes a debtor in a bankruptcy case and rejects my lease.

Your having the right to take such actions will not prevent me, on my own, from taking any actions to protect my interests and the Property Leases.

8

(D) Agreements that Apply to Condominiums and PUD's. If the Property is a unit in a Condominium Project or in a PUD, I will fulfill all of my obligations under the declaration, bylaws, regulations and other documents that create or govern the Condominium Project or PUD. Also, I will not divide the Property into smaller parts that may be owned separately (known as "partition or subdivision"). I will not consent to certain actions unless I have first given Lender notice and obtained Lender's consent in writing. Those actions are:

(1) The abandonment or termination of the Condominium Project or PUD, unless, in the case of a condominium, the abandonment or termination is required by law;

(2) Any change to the declaration, bylaws or regulations of the Owners' Association, trust agreement, articles of incorporation, or other documents that create or govern the Condominium Project or PUD, including, for example, a change in the percentage of ownership rights, held by unit owners, in the Condominium Project or in the common areas or facilities of the PUD;

(3) A decision by the Owners' Association to terminate professional management and to begin self-management of the Condominium Project or PUD; and

(4) The transfer, release, creation of liens, partition or subdivision of all or part of the common areas and facilities of the PUD. (However, this provision does not apply to the transfer by the Owners' Association of rights to use those common areas and facilities for utilities and other similar or related purposes.)

6. LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY.

If: (A) I do not keep my promises and agreements made in this Mortgage, or (B) someone, including me, begins a legal proceeding that may affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever Lender believes is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph 6 may include, for example,

9

appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Lender need not give me notice before taking any of these actions.

I will pay to Lender any amounts which Lender spends under this Paragraph 6. This Mortgage will protect Lender in case I do not keep this promise to pay those amounts with interest.

I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will also pay interest on those amounts at the same rate stated in the Note. However, if payment of interest at that rate would violate the law, I will pay interest on the amounts spent by Lender under this Paragraph 6 at the highest rate that the law allows. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 6, Lender does not have to do so.

7. LENDER'S RIGHT TO INSPECT THE PROPERTY.

Lender, and others authorized by Lender may, upon reasonable notice, enter on and inspect the Property. They must do so in a reasonable manner and at reasonable times.

8. AGREEMENTS ABOUT CONDEMNATION OF THE PROPERTY.

A taking of property by any governmental authority by eminent domain is known as "condemnation." I give to Lender my right: (a) to proceeds of all awards or claims for damages resulting from condemnation or other governmental taking of the Property; and (b) to proceeds from a sale of the Property that is made to avoid condemnation. All of those proceeds will be paid to Lender and will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

If I abandon the Property, or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages,

10

then Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the amount that I owe to Lender under the Note and under this Mortgage. The 30-day period will begin on the date the notice is mailed or, if it is not mailed, on the date the notice is delivered.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to those delays or changes.

Condemnation of Common Areas of PUD.

If the Property includes a unit in a PUD, the promises and agreements in this Paragraph 8 will apply to a condemnation, or sale to avoid condemnation, of the PUD's common areas and facilities as well as of the Property.

9. CONTINUATION OF BORROWER'S OBLIGATIONS

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the payments of principal and interest due under this Note or under this Mortgage. Even if Lender does this, however, that person and I will both still be fully obligated under the Note and under this Mortgage unless the conditions stated in paragraph 16 below have been met.

Lender may allow those delays or changes for a person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligation sunder the Note or under this Mortgage, even if Lender is requested to do so.

10. CONTINUATION OF LENDER'S RIGHTS.

Even if Lender does not exercise or enforce any right of Lender under this Mortgage or under the law, Lender will still have all of those rights and may exercise and enforce them in the future.

11

11. LENDER'S ABILITY TO ENFORCE MORE THAN ONE OF LENDER'S RIGHTS.

Each of Lender's rights under this Mortgage is separate. Lender may exercise and enforce one or more of those rights, as well as any of Lender's other rights under the law, one at a time or all at once.

12. OBLIGATIONS OF BORROWERS AND OF PERSONS TAKING OVER BORROWER'S RIGHTS OR OBLIGATIONS.

Subject to the terms of paragraph 16 below, any person who takes over my rights or obligations under this Mortgage will have all of my rights and will be obligated to keep all of my promises and agreements made in this Mortgage. Similarly, any person who takes over Lender's rights or obligations under this Mortgage will have all of Lender's rights and will be obligated to keep all of Lender's agreements in this Mortgage.

If more than one person signs this Mortgage as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Mortgage. Lender may enforce Lender's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under this Mortgage. However, if one of us does not sign the Note, then: (a) that person is signing this Mortgage only to give that person's rights in the Property to Lender under the terms of this Mortgage; and (b) that person is not personally obligated to make payments or to act under the Note.

13. CAPTIONS.

The captions and titles of this Mortgage are for convenience only. They may not be used to interpret or to define the terms of this Mortgage.

14. AGREEMENTS ABOUT GIVING NOTICES REQUIRED UNDER THIS MORTGAGE.

Unless the law requires otherwise, any notice that must be given to me under this Mortgage will be given by delivering it or by mailing it addressed to me at the address stated in Paragraph

12

(B) of the section above titled "Words Used Often In This Document and Parties and their Addresses." A notice will be delivered or mailed to me at a different address if I give Lender a notice of my different address. Any notice that must be given to Lender under this Mortgage will be given by mailing it to Lender's address stated in Paragraph (C) of the section above titled "words Used Often In This Document and Parties and Their Addresses." A notice will be mailed to Lender at a different address if Lender gives me a notice of the different address. A notice required by this Mortgage is given when it is mailed or when it is delivered according to the requirements of this Paragraph 14.

15. LAW THAT GOVERNS THIS MORTGAGE.

The law of the State of Hawaii will govern this Mortgage. If any term of this Mortgage or of the Note conflicts with that law, all other terms of this Mortgage and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Mortgage and of the Note which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.

16. AGREEMENTS ABOUT ASSUMPTION OF THIS MORTGAGE AND ABOUT LENDER'S RIGHTS IF BORROWER TRANSFERS THE PROPERTY WITHOUT MEETING CERTAIN CONDITIONS.

If I sell or transfer all or part of the Property or any rights in the Property, any person to whom I sell or transfer the Property may take over all of my rights and obligations under this mortgage (known as an "assumption of the Mortgage") if:

- (A) I give Lender notice of the sale or transfer;
- (B) Lender agrees that the person's credit is satisfactory and consents to the assumption, which consent shall not unreasonably be withheld;
- (C) the person agrees to pay interest on the amount owed to Lender under the Note and under this Mortgage at the rate set forth in the Note; and
- (D) the person signs an assumption agreement that is acceptable to Lender and that obligates the person to

13

keep all of the promises and agreements made in the Note and in this Mortgage.

I understand that even if I sell or transfer the Property and each of the conditions in (A), (B), (C) and (D) of this paragraph 16 are satisfied, Lender will still hold me to all of my obligations under the Note and under this Mortgage if the person assuming does not perform.

However, if I sell or transfer the Property and the conditions in (A), (B), (C) and (D) of this paragraph 16 are not satisfied, I will still be fully obligated under the Note and under this Mortgage and Lender may require Immediate Payment In Full, as that phrase is defined in paragraph 17 below. However, Lender will not have the right to require Immediate Payment In Full as a result of any of the following:

- (i) the creation of liens or other claims against the Property that are inferior to this Mortgage and the Lender consents in writing to their creation (Lender will not withhold its consent unreasonably);
- (ii) a transfer of rights in household appliances, to a person who provides me with the money to buy those appliances, in order to protect that person against possible losses;
- (111) a transfer of the Property to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law; or
 - (iv) leasing the Property for a term of one year or less, as long as the lease does not include an option to buy.

If Lender requires Immediate Payment In Full under this paragraph 16, Lender will send me a notice, in the manner described in paragraph 14 above, which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is mailed or, if it is not mailed, on the date the notice is delivered. If I do not make the required payment during that period, Lender may bring a lawsuit for "foreclosure and sale" under paragraph 17 below without giving me any further notice or demand for payment. (See paragraph 17 for a definition of "foreclosure and sale.")

17. LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS.

If the conditions in subparagraph (D) or all of the conditions stated in subparagraphs (A), (B), and (C) of this paragraph 17 are satisfied, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Mortgage. Lender may do this without making any further demand for payment. This requirement will be called "Immediate Payment In Full."

If Lender requires Immediate Payment In Full, Lender may, at your sole option, either: (a) exercise a Power of Sale pursuant to HRS §667-5 or Part II HRS §667-21 et. seq. and/or (b) bring a lawsuit to take away all of my remaining rights in the Property and to have the Property sold. This is known as "foreclosure and sale." The Lender may be a buyer of the property at any foreclosure sale. The monies received from the foreclosure sale will be applied, first to pay the costs and expenses of the sale and the court costs and attorney's fees paid by the Lender because of my default; second, to the reimbursement of the Lender for all payments made by the Lender because of the property or because of my failure to keep any promise or agreement contained in this Mortgage; and lastly, to the payment of the balance of the principal and required interest then remaining unpaid. Any monies left over after these payments will be paid to me. If the money received from the foreclosure sale is not enough to make all of these payments, then the Lender will be entitled to recover the deficiency directly from me out of my own money.

Lender may require Immediate Payment In Full under this paragraph 17 only if all of the following conditions are satisfied:

(A) I fail to keep any promise or agreement made in this Mortgage, including the promise to pay when due the amounts that I owe to Lender under the Note and under this Mortgage; and

(B) Subject to subparagraph (D) below, Lender sends to me, in the manner described in paragraph 14 above, a notice that states:

(i) The promise or agreement that I failed to keep;

(ii) The action that I must take to correct that failure;

15

(iii) A date by which I must correct the failure. That date must be at least 30 days from the date on which the notice is mailed to me, or, if it is not mailed, from the date on which it is delivered to me;

(iv) That if I do not correct the failure by the date stated in the notice, I will be in default and Lender may require Immediate Payment In Full, and Lender or another person may acquire the Property by means of foreclosure and sale;

(C) Subject to subparagraph (D) below, if I do not correct the failure stated in the notice from Lender by the dated stated in that notice.

(D) The conditions in subparagraphs (B) and (C) above are subject to the condition that if I have been more than fifteen (15) days late in my installment payments and have received notices as set forth in B above more than three (3) times, then upon the fourth (4th) time I am late, the Lender may foreclose without further notice.

18. TRANSFER OF LENDER'S INTEREST

Lender retains the right to assign Lender's interest in this Mortgage at anytime subject only to preservation of the rights of the Borrower in the Mortgage.

19. LENDER'S RIGHTS TO RENTAL PAYMENTS FROM THE PROPERTY AND TO TAKE POSSESSION OF THE PROPERTY.

As additional protection for Lender, I give to Lender all of my rights to any rental payments from the Property. However, until I am in default, I have the right to collect and keep those rental payments as they become due. I have not given any of my rights to rental payments from the Property to anyone else, and I will not do so without Lender's consent in writing.

If I am in default, then Lender, persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (A) collect the rental payments, including over due rental payments, directly from the tenants; (B) enter on and take possession of the Property; (C) manage the Property; and (D) sign, cancel and change leases. I agree that if Lender notifies the

16

tenants that Lender has the right to collect rental payments directly from them under this Paragraph 18, the tenants may make those rental payments to Lender without having to ask whether I have failed to keep my promises and agreements under this Mortgage.

If there is a judgment for Lender in a lawsuit for foreclosure and sale, I will pay to Lender reasonable rent from the date the judgment is entered for as long as I occupy the Property. However, this does not give me the right to occupy the Property.

All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 18, will be used first to pay the costs of collecting rental payments and managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. The costs of managing the Property may include the receiver's fees and reasonable attorneys' fees. Lender and the receiver will be obligated to account only for those rental payments that they actually receive.

20. LENDER'S OBLIGATION TO DISCHARGE THIS MORTGAGE WHEN THE NOTE AND THIS MORTGAGE ARE PAID IN FULL.

When Borrower has paid all amounts due under the Note and this Mortgage, Lender will discharge this Mortgage by delivering a certificate stating that this Mortgage has been satisfied. I will pay all costs of recording the discharge in the proper official records.

21. CHANGING THIS MORTGAGE. This Mortgage can be changed only if Lender and I sign a writing agreeing to the change.

22. BORROWER'S FREEDOM TO CHOOSE INSURANCE COMPANY.

I understand that I can get any insurance required by this Mortgage from any insurance company licensed to sell that insurance in Hawaii, subject to Lender's right to refuse an insurer for cause or reasonable excuse.

23. FINANCING STATEMENT.

This Mortgage also serves as a financing statement to perfect the Lender's security interest in the Property.

17

24. BORROWER'S COPY OF THE NOTE AND OF THIS MORTGAGE.

I will be given a copy of the Note and of this Mortgage. Those copies must show that the original Note and Mortgage have been signed. I will be given those copies either when I sign the Note and this Mortgage or after this Mortgage has been recorded in the proper official records.

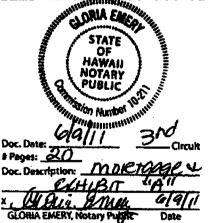
By signing this Mortgage I agree to all of the above.

STER

STATE OF HAWAII)) SS. COUNTY OF Hawaii)

On this the <u>9</u>th day of <u>9</u><u>10</u>, 2011, before me personally appeared JASON HESTER to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public My Commission Expires: July 18, 2014 GLORIA EMERY





18

A TIBLER

ITEM I:

LOT 15-D

A Partian of Lot 15

Grant 5005 to J. E. Elderis Kamalli Homesteade, Puna, Island and County of Hawaii, State of Hawaii

BEGINNING at a pipe at the West conner of this panel of land at the North boundary of Lot 2, Grant 4330 to C. L. Wight and on the Bast side of Pahos - Kalapana Road (Emergency Relief Project No. ER 4(1)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "HEIHEIAHULU" being 6,281.64 thet North and 16,203.34 feet Best and running by azimuths measured clockwise from True South:

1.	1 97°	551	15 °	953.02 feet along Pahoa-Kalapana Road (Bunergency Rollief Project No. ER 4(1)) to a pipe;
2.	239*	28'	30"	326.15 feet along Lot 19, Grant 5651 to Chan. Elderts to a pipe;
3.	304°	03'	30*	337.89 feet along Lot 19, Grant 5651 to Chas. Riderts, and Grant 5151 to J. B. Elderts to a pipe;
				Thence along a 1016.74 feet radius curve to the right the direct chord szimuth and distance being:
4.	14 n	14"	56"	915.04 feet along West side of the eld Pakoa-Kalapana Road;
5.	40°	59'	30"	275.69 feet along same to a pipe;
6.	114°	43'	30*	494.98 feet along Lot 2, Grant 4330 to C. L. Wight to the point of beginning and containing an area of 16.55 acres, more or less.

ITEM II:

That certain parcel of land (being portion of the land(s) described in and covered by Land Patent Grant Number 5005 to I. R. Elderts) situate, lying and being at Puna, Island and County of Hawaii, State of Hawaii, being LOT 15-A, portion of Lot 15, of the Kamaili Homesteads, being more particularly described as follows:

Description: Bonolulu, HI Regular System-Tear. DocID 2004.14441 2age: 15 of 16 Order: 19-00000232359 Compant:

XHIBIT

Beginning at the north corner of this parcel of land at the porthwest corner of Lot 15-B and on the carterity side of old (abandoned) Fabor-Kalapana Road the coordinaties of said point of beginning reflected to Government Survey Triangulation Station "HEIRKIAHULU" being 6,270.75 thet north and 16,889.17 feet east and running by azimuths measured elocitwice from true South:

1,	307	30		212.10	fact along Lot 15-B;			
2.	37°	30		235,90	fect along same;			
3.	- 114•	43'	30"	235,14	feet along Grant 4330 to C. L. Wright;			
4.	220°	59 -	30	261.10	feet along casterily tide of old (abandoned) Pahoe-Kalapana Roed;			
Tience along a 1966.74 feet radius curve to the left, the chord spinnth and distance being:								
5.	220°.	15	30ª	27.31	fort along same to the point of beginning and containing an area of 1.32 screet, more or loss.			

Being the find conveyed to The Royal Bloodine of David, a Washington hosprofit corporation, by Warranty Deed dated ______ recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2004-6144

SUBJECT, HOWEVER, TO:

1. Title to all minerals and metallic mines reserved to the State of Hawaii.

2. ASTOTIEMI

As to the road remnant within the land herein described:

- a. Reservation in favor of the State of Hawaii of all minerals and metallic mines of every description, including all geothermal rights.
- b. Reservation of the rights of native tenants.
- c. The State of Hawaii's and the public's right of access through government roads, namely the "Pahoa-Kalapana Road", a government road under the juristiction of the County of Hawaii, shall be protected and not restricted.
- d. Reservation in favor of the State of Eawaii of all right, title, interest or claim to water having its source upon or flowing over or under the subject property.
- c. Reservation in favor of the State of Hawaii of all casemonts or rights in the nature of casemonts for the free flowage of surface water through and across any stream and/or established water course upon the subject property.
- · .3. AS TO FIEM II-

The property does not appear to have access of record to any public street, road or highway.

END OF KINDI I

Description: Bonelnin, I Regular System-Year. DonID 2004.14441 Page: 16 of 16 Inder: 19-00000232359 Comment: