

Honolulu Authority for Rapid Transportation

RESOLUTION NO. 2014-5

**APPROVING NOTIFICATION TO THE CITY COUNCIL OF INTENTION TO
ACQUIRE THE REAL PROPERTY IDENTIFIED AS
TAX MAP KEY 9-9-003:066 BY EMINENT DOMAIN AND PUBLICATION OF A
RESOLUTION AUTHORIZING ACQUISITION OF SAID PROPERTY BY
EMINENT DOMAIN**

WHEREAS, the Honolulu Authority for Rapid Transportation (HART) has been established pursuant to Article XVII of the Revised Charter of the City and County of Honolulu 1973, as amended (Charter); and

WHEREAS, Section 17-103.2(b) of the Charter empowers HART "to acquire by eminent domain ... all real property or any interest therein necessary for the construction, maintenance, repair, extension or operation of the fixed guideway system;" and

WHEREAS, prior to such acquisition the Charter directs HART to submit a list of real property to be acquired by eminent domain to the City Council; and

WHEREAS, the City Council may approve the acquisition by eminent domain or may object by adoption of a resolution within 45 days of the notification to acquire the real property; and

WHEREAS, the acquisition by eminent domain in fee simple of the real property identified as Tax Map Key (TMK) 9-9-003:066 and more particularly described in the attached legal description marked as Exhibit A, is necessary for the Honolulu Rail Transit Project fixed guideway system, a valid public use and purpose;

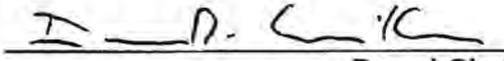
NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of HART as follows:

1. That written notification to the City Council is approved, for the acquisition by eminent domain in fee simple of the real property identified as TMK 9-9-003:066; and
2. That in the event the City Council approves or does not object to the acquisition within 45 days of notification, then HART is authorized to publish in a daily newspaper at least three days prior to Board action, the attached resolution marked as Exhibit B, authorizing acquisition by eminent domain in fee simple of the above-identified real property.

ADOPTED by the Board of the Honolulu Authority for Rapid Transportation on
NOV 13 2014.

Exhibit A – Legal description of TMK 9-9-003:066

Exhibit B – Resolution No. 2014-____, Authorizing the Acquisition of the Real
Property Identified as Tax Map Key 9-9-003:066 by Eminent Domain.


Board Chair

ATTEST:


Board Administrator

PARCEL 1**Honolulu Rail Transit Project**

Being a Portion of Royal Patent 6717,

Land Commission Award 7712 and 8516-B to M. Kekuanaoa and Kamaikui

And Royal Patent 457, Land Commission Award 2131 Apana 1 to Kanihoalii for Kaukiwaa

Situate at Halawa, Ewa, Island of Oahu, Hawaii

Beginning at the West corner of this parcel of land and along the East side of Kamehameha Highway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "SALT LAKE" being 653.17 feet North and 9,331.23 feet West, thence running by azimuths measured clockwise from true South:

1. 203° 32' 116.70 feet along the East side of Kamehameha Highway;
2. 293° 32' 15.00 feet along the East side of Kamehameha Highway;
3. 203° 32' 710.19 feet along the East side of Kamehameha Highway;
4. Thence along the East side of Kamehameha Highway, on a curve to the right with a radius of 5,679.65 feet, the chord azimuth and distance being:
203° 46' 00.5" 46.29 feet;
5. 267° 30' 17.39 feet along Lot A, being a portion of R. P. 6717, L.C. Aw. 7712 and 8516-B to M. Kekuanaoa and Kamaikui;
6. 17° 33' 30" 577.95 feet along Lot 4-B, being a portion of R. P. 6717, L.C. Aw. 7712 and 8516-B to M. Kekuanaoa and Kamaikui, a portion of R. P. 157, L. C. Aw. 2131, Apana 1 to Kanihoalii for Kaukiwaa, Kalaloa Street, and Lot A, being a portion of R. P. 6717, L.C. Aw. 7712 and 8516-B to M. Kekuanaoa and Kamaikui;
7. 23° 32' 322.54 feet along Lot A, being a portion of R. P. 6717, L.C. Aw. 7712 and 8516-B to M. Kekuanaoa and Kamaikui;

-1-



8. 123° 50'

92.49 feet along Kamehameha Highway, to the point of beginning and containing an area of 1.196 Acres, more or less.



R. M. TOWILL CORPORATION

Description prepared by:

2024 North King Street, Suite 200
Honolulu, Hawaii 96819
December 19, 2012

Ryan M. Suzuki
 Ryan M. Suzuki Exp: 4/30/16
 Licensed Professional Land Surveyor
 Certificate Number 10059

This description is for exhibit purposes and does not purport a legally subdivided lot.



Honolulu Authority for Rapid Transportation

RESOLUTION NO. 2014-__

**AUTHORIZING THE ACQUISITION OF THE REAL PROPERTY IDENTIFIED
AS TAX MAP KEY 9-9-003:066 BY EMINENT DOMAIN**

WHEREAS, the Honolulu Authority for Rapid Transportation (HART) has been established pursuant to Article XVII of the Revised Charter of the City and County of Honolulu 1973, as amended (Charter); and

WHEREAS, Section 17-103.2(b) of the Charter empowers HART “to acquire by eminent domain. . . all real property or any interest therein necessary for the construction, maintenance, repair, extension or operation of the fixed guideway system;” and

WHEREAS, the City Council approved or did not object to the acquisition of the real property identified as Tax Map Key (TMK) 9-9-003:066 by eminent domain in fee simple after written notification by HART; and

WHEREAS, the acquisition by eminent domain in fee simple of the above-identified real property, which is more particularly described in the attached legal description marked as Exhibit A, is necessary for the Honolulu Rail Transit Project fixed guideway system, a valid public use and purpose;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of HART as follows:

1. That acquisition by eminent domain in fee simple of the real property identified as TMK 9-9-003:066 is hereby authorized and the Corporation Counsel of the City and County of Honolulu is empowered to institute eminent domain proceedings as provided by law for the acquisition thereof; and
2. That the acquisition of the above-identified property by eminent domain is determined and declared to be for a valid public use and purpose as aforesaid; and
3. That the acquisition of the above-identified property by eminent domain is determined and declared to be necessary for the aforesaid public use and purpose; and
4. That in the process of said proceedings in eminent domain, the Corporation Counsel is authorized and empowered to negotiate

terms of settlement, subject to the approval of HART and/or the Court before which such proceedings are commenced; and

5. That the Board Administrator be directed to transmit copies of this resolution to HART and the Department of the Corporation Counsel.

ADOPTED by the Board of the Honolulu Authority for Rapid Transportation on _____.

Board Chair

ATTEST:

Board Administrator

Exhibit A – Legal description of TMK 9-9-003:066

DRAFT

PARCEL 1**Honolulu Rail Transit Project**

Being a Portion of Royal Patent 6717,

Land Commission Award 7712 and 8516-B to M. Kekuaaoa and Kamaikui

And Royal Patent 457, Land Commission Award 2131 Apana 1 to Kanihoalii for Kaukiwaa

Situate at Halawa, Ewa, Island of Oahu, Hawaii

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6. 17° 33' 30" 577.95 feet along Lot 4-B, being a portion of R. P. 6717, L.C. Aw. 7712 and 8516-B to M. Kekuaaoa and Kamaikui, a portion of R. P. 157, L. C. Aw. 2131, Apana 1 to Kanihoalii for Kaukiwaa, Kalaloa Street, and Lot A, being a portion of R. P. 6717, L.C. Aw. 7712 and 8516-B to M. Kekuaaoa and Kamaikui;
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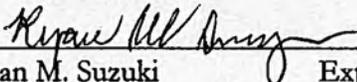
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R. M. TOWILL CORPORATION

Description prepared by:

2024 North King Street, Suite 200
Honolulu, Hawaii 96819
December 19, 2012



Ryan M. Suzuki Exp: 4/30/16
Licensed Professional Land Surveyor
Certificate Number 10059

This description is for exhibit purposes and does not purport a legally subdivided lot.



Honolulu Authority for Rapid Transportation

STAFF SUMMARY

TITLE: RESOLUTION NO. 2014-5 APPROVING NOTIFICATION TO THE CITY COUNCIL OF INTENTION TO ACQUIRE THE REAL PROPERTY IDENTIFIED AS TAX MAP KEY 9-9-003:066 BY EMINENT DOMAIN AND PUBLICATION OF A RESOLUTION AUTHORIZING ACQUISITION OF SAID PROPERTY BY EMINENT DOMAIN	STAFF CONTACT: Morris Atta	DATE: November 7, 2014
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Type:	Goal	Focus	Area	Reference Notes
<input checked="" type="checkbox"/> Action/Approval	<input checked="" type="checkbox"/> Project Delivery	<input type="checkbox"/> Livability/Land Use		
<input type="checkbox"/> Information	<input type="checkbox"/> Service Delivery	<input type="checkbox"/> Partnerships		
<input type="checkbox"/> Follow-up	<input type="checkbox"/> Resource Stewardship	<input type="checkbox"/> Agency Admin.		

1. Purpose:

Review of Notification to City Council for condemnation of land for public use, identified as Tax Map Key 9-9-003:066, and situated at Kamehameha Highway, Aiea, which is required for guideway construction of the Honolulu Rail Transit Project (H RTP). After discussions with the owners and their representatives, HART and Title Guaranty Escrow Services have determined a break in the chain of title has occurred and title cannot be insured for conveyance. A court order appointing a Trustee for the Harry B. Kronick Trust is required for title insurance.

HART recommends use of eminent domain to clear title on the property.

2. Background/Justification

The property (TMK (9-9-003:066) was designated as a taking in the Final Environmental Impact Statement (FEIS). As required under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and FTA C5010.1D, the owners were notified of HART's intent to acquire. Since the property was identified as a roadway parcel, it was determined that the value to acquire was nominal and a waiver valuation was used as per 49 CFR Part 24. An offer was tendered to the owner on record. An administrative settlement was subsequently reached on the value of the property and the property went into escrow.

Based on a completed survey from HART, it was determined that the majority of the parcel lies within the Kamehameha Highway right-of-way. Due to the majority of the parcel being comprised of paved highway and emergency shoulder area, the parcel was found to have a value of \$1,000, rendering an appraisal unnecessary; an offer was thereby made to the Harry B. Kronick Trust. A counteroffer of \$100,000 was made on behalf of the Trust. After re-evaluation based on the owner's lease income from the property, an administrative settlement was reached with the owner for a value of \$45,000.

Upon opening escrow with Title Guaranty, a break in the chain of title was determined. To remedy this issue, the owner's attorney drafted an affidavit and submitted it to the title company on behalf of the Trust. Title Guaranty was unable to accept the Affidavit as an instrument to establish an

appointed successor trustee. It has been determined that a court order is required to appoint a Trustee for the Harry B. Kronick Trust. Until a Trustee is legally appointed via court order, Title Guaranty is unable to insure title to the property.

It is noted that this is a friendly condemnation action as there is no dispute on the valuation of the property. However, with escrow unable to insure title to the property, HART's most prudent option would be to seek eminent domain to clear title.

3. Procurement Background

N/A

4. Financial/Budget Impact

The project budget includes an estimated cost for legal action associated with the condemnation of the property.

5. Policy Impact

There is no policy impact since this action conforms to the requirement of the Uniform Relocation Act, FTA 1050.1D and Article XVII of the Charter of the City and County of Honolulu.

6. Public Involvement

N/A

7. Alternatives

The alternative to condemnation is to allow the potential Trustees of Harry B. Kronick Trust to file a court order to establish a Trustee of the Trust. This alternative would be costly and time consuming. In the interest of time, condemnation is the faster method of HART obtaining clear title to the property.

Exhibits

- Exhibit 1 – Offer Letter
- Exhibit 2 – Revised Offer Letter
- Exhibit 3 – Administrative Settlement
- Exhibit 4 – Title Report
- Exhibit 5 – Affidavit of Title

Certified and Recommended by:


Executive Director and CEO

15



IN REPLY REFER TO:
CMS-APOOROW-00277

HONOLULU AUTHORITY for RAPID TRANSPORTATION

Daniel A. Grabauskas
EXECUTIVE DIRECTOR AND CEO

CERTIFIED MAIL/RETURN RECEIPT REQUESTED
7012 3460 0002 2632 9292

BOARD OF DIRECTORS

Ivan M. Lui-Kwan, Esq.
CHAIR

September 27, 2013

Donald G. Horner
VICE CHAIR

Ms. Sandra Knight, Executor and Trustee for
Norman M. Kronick Trust
Harry B. Kronick Trust
2501 Gravel Drive
Fort Worth, Texas 76118

George I. Atta
Robert Bunda
Michael D. Formby
William "Buzz" Hong
Kestie W.K. Hui
Damien T.K. Kim
Glenn M. Okimoto, Ph.D.
Carrie K.S. Okinaga, Esq.

Dear Ma'am:

Subject: Honolulu Rail Transit Project (H RTP)
Letter of Offer
Parcel: Tax Map Key 9-9-003-066

This is a follow-up to previous correspondence regarding the acquisition of the subject property. Based on our findings as contained in the enclosed Statement of Just Compensation, the Honolulu Authority for Rapid Transportation (HART) offers to purchase your property, identified as Tax Map Key No. 9-9-003-066 (shown colored in yellow on the enclosed parcel map), in fee simple, free and clear of all liens and encumbrances, for the total consideration of \$1,000 (One Thousand Dollars).

If this offer is acceptable, please sign the duplicate of this letter and the Consent to Enter and return them in the enclosed envelope by October 25, 2013. The remaining copies are for your files.

Also enclosed for your information is the Waiver Valuation Statement and the General Acquisition & Relocation Information Brochure.

In accordance with federal regulations affecting real property transactions, we request your cooperation in providing us with your Taxpayer Identification Number. Please execute and return the enclosed IRS form W-9 at the same time. The W-9 is required by our Department of Budget and Fiscal Services to release the check.

Ms. Sandra Knight, Executor and Trustee for
Page 2
September 27, 2013

Please call Mr. Ryan Ng at (808) 768-6199 if you have any questions regarding this matter.

Sincerely,



Daniel A. Grabauskas
Executive Director and CEO

Enclosures

ACCEPTED:

Norman M. Kronick
as Successor Trustee of the
Harry B. Kronick Trust, dated December 9, 1987

By _____
Its

Print Name: _____

Dated: _____

STATEMENT OF JUST COMPENSATION

PROJECT: HONOLULU RAIL TRANSIT PROJECT (H RTP)
LOCATION: Kamehameha Highway, Honolulu, Oahu, Hawaii
TAX MAP KEY: (1) 9-9-003-066
OWNER(S): Norman M. Kronick, as Successor Trustee of the Harry B. Kronick Trust, dated December 9, 1987.

INTEREST TO BE ACQUIRED: Unencumbered Fee Simple

PARCEL TO BE ACQUIRED: Parcel – approximately 52,089 square feet

ZONING: Residential District (R-5)

IMPROVEMENTS: Paved asphalt highway

PURPOSE: Under the United States and Hawaii Constitutions, private property cannot be taken for public use without payment of just compensation. In accordance with the Code of Federal Regulations, Honolulu Authority of Rapid Transportation submits a written statement of and summary of the basis for the amount it has established as just compensation for the above identified property.

In estimating just compensation, it was determined that the highest and best use of the subject parcel is its continued use as part of a major public roadway for right-of-way purposes. Acquiring a portion of the subject parcel for purposes of the Honolulu Trail Transit Project would leave an uneconomic remnant. Therefore, the amount established as just compensation reflects a nominal value for the entire parcel.

Unless otherwise stated in the attached letter of offer, the amount established as just compensation is for the real property being acquired, which includes land, buildings, structures, or improvements located on, or damaged as a result of the taking of the areas and interest described in the attached letter of offer.

The amount established as just compensation does not include items of personal property such as household furnishings, clothing and appliances.

JUST COMPENSATION: Based on the completed waiver valuation procedures as prescribed under 49 CFR Part 24 of the Code of Federal Regulations, the just compensation amount for the property being acquired is:

\$1,000

The original of this statement to be tendered to the above named owner has been signed in blue ink. If the signature is not in original ink, as opposed to duplicating, electrostatic or other media, this Statement of Just Compensation is not valid.



Morris M. Atta
Deputy Director, Right-of-Way

WAIVER VALUATION STATEMENT

PROJECT: HONOLULU RAIL TRANSIT PROJECT (H RTP)

ADDRESS: Kamehameha Highway, Oahu, Hawaii

TAX MAP KEY: (1) 9-9-003-066

OWNER(S): Norman M. Kronick, as Successor Trustee of the Harry B. Kronick Trust, dated December 9, 1987.

PARCEL TOTAL AREA: 52,089 square feet

PROPERTY ACQUIRED: ALL: X PART:

INTEREST TO BE ACQUIRED: Unencumbered Fee Simple

ZONING: Residential District (R-5)

HIGHEST & BEST USE: Continued use for public roadway and right-of-way purposes.

ASSESSED VALUE (2013/2014)

Land:	\$100.00
Improvements:	\$0.00
TOTAL	\$100.00

The Valuation Estimate is: \$1,000.00

The value of the property being acquired is based upon nominal consideration. A survey on the subject property determined that it is located as part of Kamehameha Highway, which is a State of Hawaii active public roadway. The bulk of the parcel is asphalt-paved and is an integral part of the highway and right-of-way. After careful analysis of the subject property, determination of its highest and best use, and its land use limitations and physical characteristics, it was concluded that the market value of the subject parcel was nominal. The valuation estimate and waiver valuation were developed and reported in conformity with Federal regulations.

CONSENT TO ENTER

The undersigned, being the owner of that certain property bearing the tax map key listed hereinbelow, hereby consents to the entry by the Honolulu Authority for Rapid Transportation ("HART"), a semi-autonomous agency of the City and County of Honolulu, and /or its representatives and consultants for the purpose stated:

PROJECT: **Honolulu Rail Transit Project (H RTP)**

TAX MAP KEY: **(1) 9-9-003-066**

LOCATION: **Kamehameha Highway, Oahu, Hawaii**

PURPOSE: **Construction Activities**

It is understood that this consent to enter is granted upon the following terms:

(1) That the area covered by this consent document is colored in yellow outlined on the attached map. That this consent includes the right of ingress to and egress from said consent to enter area over the land of the undersigned, adjacent thereto for all purposes in connection with this consent to enter.

(2) That this consent to enter is granted for a **nominal** consideration of \$1.00.

(3) That HART shall indemnify the undersigned against loss or damage to the property of the undersigned and from liability for injury to or death of persons in the manner provided by law when such loss, damage, injury or death is caused by the negligent use of said property by HART and/or its representatives and consultants, resulting from this consent to enter.

(4) That the entire cost of the work proposed to be done and all other expenses incidental thereto will be borne by HART.

(5) That HART will, in its discretion, determine the extent of the work to be done.

(6) That this consent to enter is granted for a period of thirty-six (36) months commencing from the date of actual entry and terminating at the end of the period or upon completion of work, whichever is sooner.

(7) That HART or its representative will provide the undersigned written notification at least two weeks prior to the entry into said property by HART's contractor.

TAX MAP KEY: (1) 9-9-003-066

Consent to Enter – Page 2

(8) That this consent to enter shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors in trust, successors and assigns.

(9) That this consent to enter shall be null and void upon recordation of the deed or other document conveying said property to HART.

DATED: HONOLULU, HAWAII _____.

Norman M. Kronick, as Successor Trustee of
the Harry B. Kronick Trust,
dated December 9, 1987.

By _____

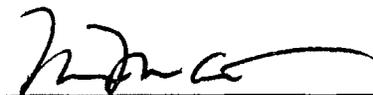
Its

Phone _____

APPROVED AS TO FORM AND
LEGALITY

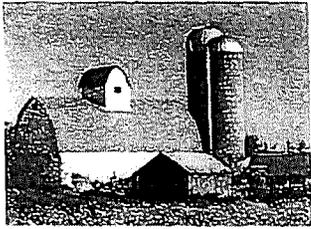
Winston K.Q. Wong
Deputy Corporation Counsel

APPROVED AS TO CONTENTS



Morris M. Atta
Deputy Director, Right-of-Way
Honolulu Authority for Rapid Transportation

More Relocation Information



Business

A business that is relocated as a result of the project may

be entitled to benefits such as:

1. *Moving and Related Costs*
2. *Reestablishment Costs*
3. *Fixed Payment*

Statements applicable to all categories and benefits listed

Please keep in mind that there are specific benefit requirements that must be met to receive any of the funds mentioned above. Your assigned relocation agent will assist you to fully understand the payments and requirements.

No one may be displaced until adequate housing has been made available to them.

All persons required to move personal property, their home, or business must be given at least 90 days to vacate.

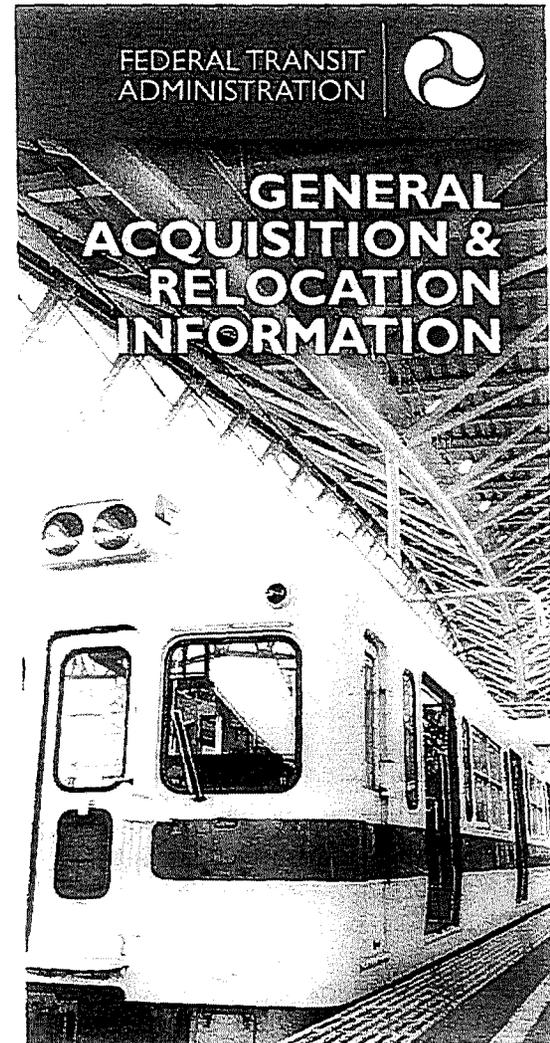
Your Local Transit Agency will establish an appeal process should you be aggrieved by a denial of benefits or if you feel the benefits are inadequate.

A message from the FTA and your local transit agency

It is sometimes necessary to acquire private property and displace persons and businesses in order to build a transit facility that will benefit the entire community. However, we will work with you to minimize the inevitable disruption that this causes. Please feel free to contact the agency and person listed below should you have any further questions.

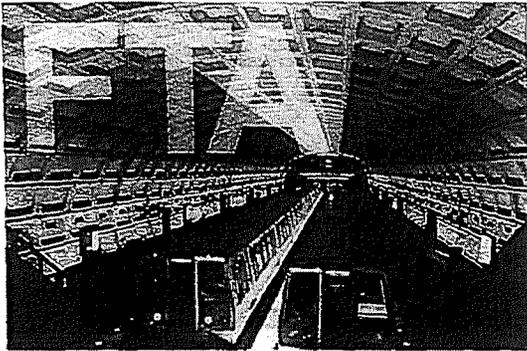
Revised rules for the Uniform Act were published in the Federal Register on January 4, 2005. The rules are reprinted each year in the Code of Federal Regulations, Title 49, Part 24. All Federal, State and local government agencies, as well as others receiving Federal financial assistance for public programs and projects, that require the acquisition of real property, must comply with the policies and provisions set forth in the Uniform Act and the regulation.

For further information, please contact:



FTA | U.S. DEPARTMENT OF
TRANSPORTATION 
FEDERAL TRANSIT ADMINISTRATION

SEE THE BACK PANEL OF THIS BROCHURE FOR
INFORMATION ON CONTACTING YOUR LOCAL AGENCY.



GENERAL INFORMATION

Your local transit agency may need to purchase property from you with funding from the Federal Transit



Administration (FTA) in order to benefit the general public. To assure fair and consistent treatment of all

persons, the FTA will require your local transit agency to follow the Uniform Relocation Assistance and Real Property Policies Act of 1970, as amended. The Uniform Act is a law passed by Congress to promote uniformity and fairness when a local transit agency must acquire property or displace persons. There are two main parts of this process:

1. *Acquisition, which is the purchase of your real estate.*
2. *Relocation which offers additional benefits should you or your business be displaced.*

Acquisition of Real Property

The purchase of real estate by a transit agency begins with the appraisal of your property. An appraiser will inspect your property to determine the value. The property owner should accompany the appraiser while making this inspection. A second appraiser will then review and approve the work of the first appraiser and will recommend a value to the local transit agency.

You should then receive a written offer to purchase your property. You will have sufficient time to consider the offer or make any counter offers that you believe is fair.

If you elect to sell your property to the local transit agency, you will be paid the full amount less any encumbrances (mortgage, lien, etc.) owed on that property. Possession of vacant property may be taken the day of closing by the local transit agency; possession of occupied property will be at an agreed future date.



Relocation



Advisory Assistance will be offered to every displaced person. A Relocation Agent will visit you to explain all of the benefits and services that you may be eligible to receive.

Below is a very brief outline of the various types of financial benefits available if you or your business are required to move.

Residential Homeowner Occupants, are those that have owned and occupied their home for at least 180 days. Typical benefits include:

1. *Moving Costs*
2. *Price Differential Payment*
3. *Increased Mortgage Interest*
4. *Incidental Closing Costs*

90 day Occupant or Tenant, is either a tenant or a homeowner that has occupied their home for less than 180 days but at least 90 days. Relocation benefits include:

1. *Moving Costs*
2. *Rental Assistance Payment/Down Payment*

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number											
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>											

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

- Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:
- An individual who is a U.S. citizen or U.S. resident alien,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
 - An estate (other than a foreign estate), or
 - A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

7012 3460 0002 2632 9292

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 1.32
Certified Fee	2.95
Return Receipt Fee (Endorsement Required)	2.35
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.72
Postmark Here	
Sent To: Ms. Sandra Knight	
Street, Apt. No., or PO Box No.: 2501 Gravel Drive	
City, State, ZIP+4: Fort Worth, Texas 76118	
PS Form 3811, February 2004 See Reverse for Instructions	

<p>SENDER: COMPLETE THIS SECTION</p> <ul style="list-style-type: none"> Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. <p>1. Article Addressed to:</p> <p style="margin-left: 40px;">Ms. Sandra Knight 2501 Gravel Drive Fort Worth, Texas 76118</p>	<p>COMPLETE THIS SECTION ON DELIVERY</p> <p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee <i>Margie Hale</i></p> <p>B. Received by (Printed Name) C. Date of Delivery <i>Margie Hale</i> <i>10-2-13</i></p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No <i>now need 10/7/13</i></p> <p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
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2. Article Number (Transfer from service label) 7012 3460 0002 2632 9292

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M



IN REPLY REFER TO:
CMS-AP00ROW-00425

HONOLULU AUTHORITY for RAPID TRANSPORTATION

Daniel A. Grabauskas
EXECUTIVE DIRECTOR AND CEO

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED
7014 0150 0000 6143 4642

BOARD OF DIRECTORS

Ivan M. Lui-Kwan, Esq.
CHAIR

April 14, 2014

Donald G. Horner
VICE CHAIR

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Norman M. Kronick Trust
Harry B. Kronick Trust
2501 Gravel Drive
Fort Worth, Texas 76118

George I. Atta
Robert Bunda
Michael D. Formby
William "Buzz" Hong
Keslie W.K. Hui
Damien T.K. Kim
Glenn M. Okimoto, Ph.D.
Carrie K.S. Okinaga, Esq.

Dear Ms. Knight:

Subject: Honolulu Rail Transit Project (H RTP)
Parcel: Tax Map Key 9-9-003-066
Revised Offer

This is in reference to the Honolulu Authority for Rapid Transportation's (HART) offer dated September 27, 2013, to purchase the subject property in fee simple, free and clear of all liens and encumbrances. Submitted for your consideration and acceptance is a revised offer amount of \$45,000 (Forty-Five Thousand and No/100 Dollars). All other terms and conditions remain the same as contained in the September 27, 2013 letter.

If the revised offer is acceptable, please sign on the acceptance portion of the duplicate letter and return a signed copy to us in the enclosed envelope by April 28, 2014. At the same time, we request your cooperation in filling out and returning the enclosed IRS form W-9 with your Taxpayer Identification Number and the enclosed Consent to Enter. The W-9 is required by our Department of Budget and Fiscal Services to release the funds. HART will be using Title Guaranty as escrow for this transaction, with all closing fees borne by us.

Please contact Mr. Ryan Ng at (808) 768-6199 if you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Grabauskas', is written over a large, stylized graphic element that resembles a signature or a stylized letter 'M'.

Daniel A. Grabauskas
Executive Director & CEO

Enclosures

Ms. Sandra Knight, Executor and Trustee for
Norman M. Kronick Trust
Page 2
April 14, 2014

ACCEPTED:

~~Norman M. Kronick~~

as Successor Trustee of the

~~Harry B. Kronick Trust, dated December 9, 1987~~

*Sandra Knight, Trustee of the Fort Worth Foundation Trust,
successor*

By *Sandra Knight*
Its *Trustee*

Print Name: *Sandra Knight*

Dated: *5-15-14*

CONSENT TO ENTER

The undersigned, being the owner of that certain property bearing the tax map key listed hereinbelow, hereby consents to the entry by the Honolulu Authority for Rapid Transportation ("HART"), a semi-autonomous agency of the City and County of Honolulu, and /or its representatives and consultants for the purpose stated:

PROJECT: Honolulu Rail Transit Project (H RTP)

TAX MAP KEY: (1) 9-9-003-066

LOCATION: Kamehameha Highway, Oahu, Hawaii

PURPOSE: Construction Activities

It is understood that this consent to enter is granted upon the following terms:

(1) That the area covered by this consent document is colored in yellow outlined on the attached map. That this consent includes the right of ingress to and egress from said consent to enter area over the land of the undersigned, adjacent thereto for all purposes in connection with this consent to enter.

(2) That this consent to enter is granted for a **nominal** consideration of \$1.00.

(3) That HART shall indemnify the undersigned against loss or damage to the property of the undersigned and from liability for injury to or death of persons in the manner provided by law when such loss, damage, injury or death is caused by the negligent use of said property by HART and/or its representatives and consultants, resulting from this consent to enter.

(4) That the entire cost of the work proposed to be done and all other expenses incidental thereto will be borne by HART.

(5) That HART will, in its discretion, determine the extent of the work to be done.

(6) That this consent to enter is granted for a period of thirty-six (36) months commencing from the date of actual entry and terminating at the end of the period or upon completion of work, whichever is sooner.

(7) That HART or its representative will provide the undersigned written notification at least two weeks prior to the entry into said property by HART's contractor.

TAX MAP KEY: (1) 9-9-003-066

Consent to Enter – Page 2

(8) That this consent to enter shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors in trust, successors and assigns.

(9) That this consent to enter shall be null and void upon recordation of the deed or other document conveying said property to HART.

DATED: HONOLULU, HAWAII 5-15-14.

~~Norman M. Kronick, as Successor
Trustee of the Harry B. Kronick Trust,
dated December 9, 1987.~~

*The Fort Worth Foundation
Trust*

By *Jandra Lee Jett*
Its *Trustee*

Phone *817-887-9207*

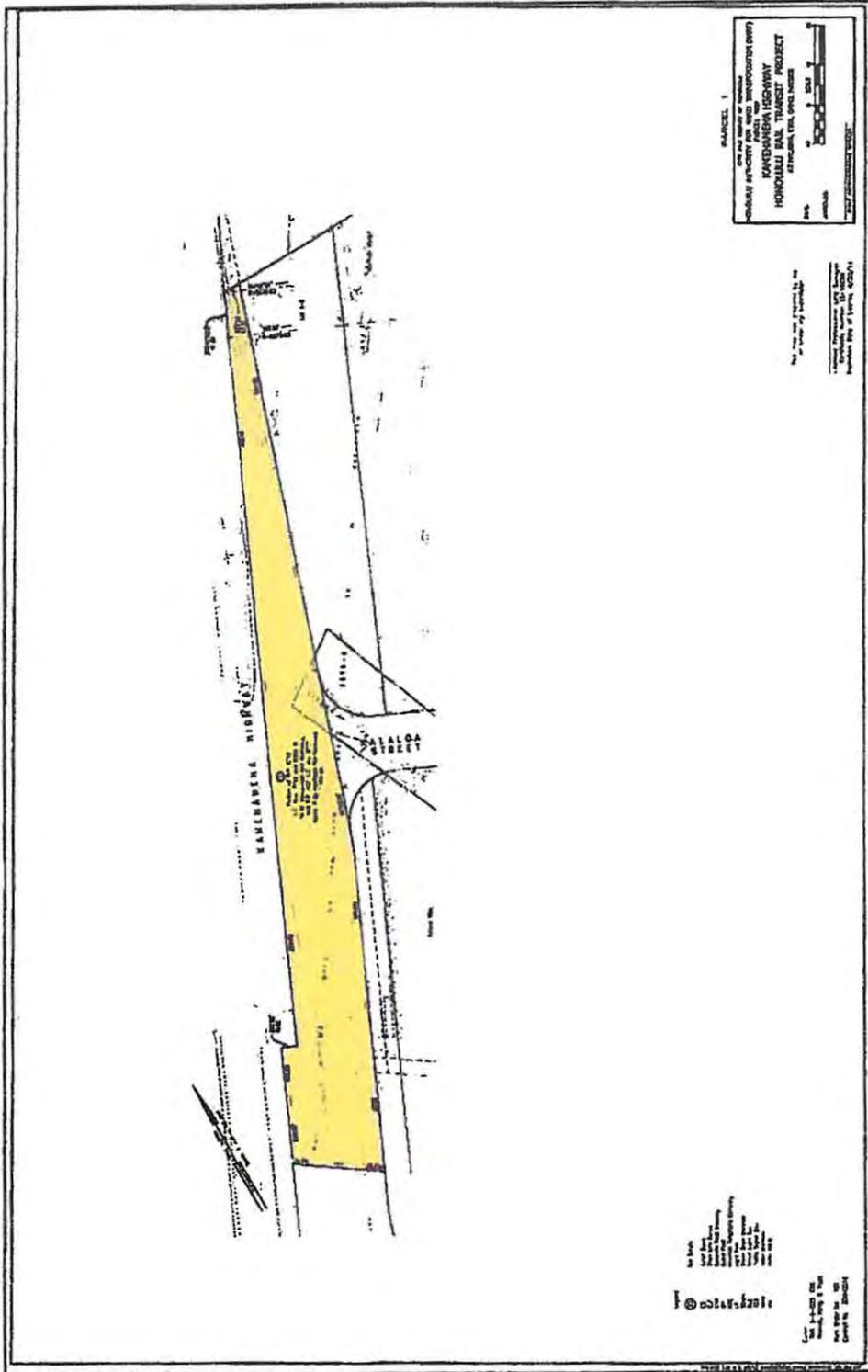
APPROVED AS TO FORM AND
LEGALITY

Winston K.Q. Wong
Deputy Corporation Counsel

APPROVED AS TO CONTENTS

Morris M. Atta
Morris M. Atta
Deputy Director of Right-of-Way
Honolulu Authority for Rapid Transportation

SURVEY MAP



Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
The Fort Worth Foundation Trust

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required):
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Other (see instructions) ▶ _____

Exempt payee

Address (number, street, and apt. or suite no.)
306 W. 7th Street, Suite 903

City, state, and ZIP code
Fort Worth, TX 76102

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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Employer identification number

8	0	-	6	0	6	4	7	6	4
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Jennifer H. [Signature]* Date ▶ *5-15-14*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part I instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4480 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³ The actual owner ⁴
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ADMINISTRATIVE SETTLEMENT
Honolulu Rail Transit Project (HRTTP) 2014 APR 15 AM 10 20

With reference to 49 CFR Part 24 Subpart B 24.106(i), submitted is a recommendation to approve an administrative settlement for the acquisition of the property located at Kamehameha Highway, Honolulu, Hawaii, owned by Harry B. Kronick Trust. The property is required for the construction of the guideway and structure for the HRTTP which is located in the Airport (third) section.

Tax Map Key No. 9-9-003-066: The subject property contains 52,089 square feet and is improved as part of Kamehameha Highway, a State public roadway. The property consists of paved asphalt with portions within Halawa Stream and portions within the right of way shoulder area.

Based on HART's initial assessment of the property and a completed survey, it appeared that the majority of the parcel lies within the Kamehameha Highway right of way. Consequently, its highest and best use is for continued roadway use. After evaluating the parcel data, HART determined that the valuation problem was uncomplicated and an appraisal was unnecessary. Hence, HART proceeded to use a waiver valuation as prescribed under §24.102(c)(2) to establish just compensation for the full taking of the property. A waiver valuation is applicable if the Agency determines the valuation problem is uncomplicated and the anticipated value of the proposed acquisition is estimated at \$10,000 or less, based on a review of available data.

HART looked at the highest and best use of the property and determined that the parcel's use was limited to that of a highway. The shape of the parcel is slender and irregular which would limit the use of the parcel for development. Furthermore, the parcel is encumbered by several utility easements as well as the roadway. Comparable sales of similar roadway parcels transacted in the local market are rare and no sales data were available for review. In summary, HART concluded that the property had a market value range estimated at \$1,000 to \$2,500 and has arrived at a just compensation figure of \$1,000.

HART submitted an offer to acquire the property from the owner, the Harry B. Kronick Trust, on September 27, 2013. As no response was received, a follow-up offer was sent on December 18, 2013. The trustee for the Harry B. Kronick Trust responded to the follow-up offer with a counter-offer of \$100,000 on March 6, 2014. The owner claimed the property to be a marketable asset with income generating ability as evidenced by a prior lease which was submitted with the counter offer. The lease stated its use as a construction staging, storage, and parking area with a local trucking company as the lessee. The lease commenced in June 2004 with a one year term that could be renewed. According to the owner, the parcel was leased out for over six years. The net rent amount was \$300 per month or \$3,600 per annum.

Sandra Knight (Kronick)

Using an income capitalization approach to value, HART researched comparable capitalization rates in the area and found them to be in the range of 6.0 to 8.0 percent. The income of \$3,600 capitalized at 8% would value the income stream at \$45,000. HART believes that the lease presented is a bona fide agreement and should be given consideration in valuing the property.

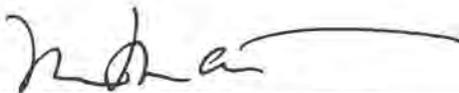
Using this methodology, HART offered to settle the acquisition at \$45,000, significantly less than the owner's initial counter-offer of \$100,000. After further discussion with the owner, the proposed settlement was agreed to by the owner.

The risks of condemnation were discussed with the Deputy Corporation Counsel who litigates eminent domain cases for the City. The Deputy Corporation Counsel advised that, depending on the evidence presented at trial, the trial risks in the Hawaii courts can be significant. Furthermore, the typical legal cost to acquire property by eminent domain is estimated to be in excess of \$150,000. The timeframe to obtain possession of the property under condemnation can take between six and nine months.

In addition, the Project is scheduled to begin construction in the Airport section at the end of 2014. The delay incurred by pursuing the parcel through condemnation is severe.

Based on the information presented by the owner, the associated risks and costs at trial, and the need to secure the property to avoid delays to the HRTTP schedule, the settlement amount of \$45,000 has been determined to be reasonable and in the public interest. HART recommends approval of this administrative settlement offer.

RECOMMENDED:



Morris M. Atta
Deputy Director of Right-of-Way

APPROVED:



Daniel A. Grabauskas
Executive Director and CEO

REVISED 05/28/14
report date unchanged

PRELIMINARY REPORT
(No Liability Hereunder)

This report (and any revisions thereto) is issued solely for the convenience of the titleholder, the titleholder's agent, counsel, purchaser or mortgagee, or the person ordering it for the purpose of facilitating the issuance of a policy of title insurance by Title Guaranty of Hawaii and no liability will arise under this report.

SCHEDULE A

Title Guaranty of Hawaii, Incorporated, hereby reports that, subject to those matters set forth in Schedule "B" hereof, the title to the estate or interest to the land described in Schedule "C" hereof is vested in:

NORMAN M. KRONICK
as Successor Trustee of the
Harry B. Kronick Trust,
dated December 9, 1987,
as Fee Owner

This report is dated as of May 15, 2014 at 8:00 a.m.

Inquiries concerning this report
should be directed to
WILLIAM SALVATERA.
Email wsalvatera@tghawaii.com.
Fax (808) 521-0288.
Telephone (808) 533-5809.
Refer to Order No. 201421874.

Inquiries concerning Escrow
should be directed to
Yali Kuang.
MAIN OFFICE
Email ykuang@tghawaii.com.
Fax (808) 521-0280.
Telephone (808) 539-7781.
Escrow No. 14043413

**SCHEDULE B
EXCEPTIONS**

1. Real Property Taxes, if any, that may be due and owing.
 Tax Key: [\(1\) 9-9-003-066](#) Area Assessed: 52,089 sq. ft.
 Land Classification: RESIDENTIAL

2. Mineral and water rights of any nature in favor of the State of Hawaii.

3. Location of the boundary of Halawa Stream and the effect, if any, upon the area of the land described herein, and the free flowage thereof.

4. GRANT
 TO : Territory of Hawaii, now the State of Hawaii
 DATED : July 9, 1948
 RECORDED : Liber [2161](#) Page [450](#)
 GRANTING : a perpetual easement for public highway and utility purposes, in, over, under and across Parcel 7-A and Parcel 7-B, being more particularly described therein

5. The terms and provisions contained in the following:
 INSTRUMENT : QUITCLAIM DEED
 DATED : April 13, 1964
 RECORDED : Liber [4893](#) Page [369](#)

The foregoing includes, but is not limited to, matters relating to a reservation in favor of the United States of America, its successors and assigns, of an easement for sanitary sewer line, on, over and across a strip of land ten (10.00) feet wide and further retained in that certain instrument dated June 12, 1970, recorded in Liber [7311](#) at Page [15](#).

SCHEDULE B CONTINUED

6. Rights of others who may have easement or access rights in the land described in Schedule C.
7. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.

-Note:- A current survey, with metes and bounds description, should be made of said premises.

8. The terms and provisions contained in the Harry B. Kronick Trust, dated December 9, 1987.

END OF SCHEDULE B

SCHEDULE C

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 6717, Land Commission Award Number 7712 and 8516-B to M. Kekuanaoa and Kamaikui and Royal Patent Number 457, Land Commission Award 2131, Apana 1 to Kanihoalii for Kaukiwaa, being also a portion of Portion A and a portion of Portion B of United States Condemnation, Civil No. 535) situate, lying and being at Halawa, Ewa, City and County of Honolulu, State of Hawaii, being LOT 2-B, bearing Tax Key designation [\(1\) 9-9-003-066](#), and containing an area of 52,089 square feet, more or less.

Said above described parcel of land having been acquired by NORMAN M. KRONICK, as Successor Trustee of the Harry B. Kronick Trust, dated December 9, 1987, by ORDER APPROVING FINAL ACCOUNT, DISTRIBUTION OF ESTATE AND DISCHARGE OF PERSONAL REPRESENTATIVE (ANCILLARY) AND EXHIBIT "A" had in the matter of the estate of HARRY B. KRONICK, deceased, dated November 16, 1990, filed in the Circuit Court of the First Circuit, State of Hawaii, Small Estate No. 90-0104, on November 19, 1990, recorded in the Bureau of Conveyances as Document No. [90-192807](#).

END OF SCHEDULE C

GENERAL NOTES

1. There is hereby omitted from any covenants, conditions and reservations contained herein any covenant or restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. Lawful restrictions under state or federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

2. Title Guaranty of Hawaii, Incorporated has been reliably informed of the death of NORMAN MARKS KRONICK on August 4, 2010, at Forth Worth, Texas.

BUYER(S) LIEN INFORMATION

1. Title Guaranty of Hawaii, Incorporated, finds no liens docketed against CITY AND COUNTY OF HONOLULU FOR THE USE AND BENEFIT OF THE HONOLULU AUTHORITY FOR THE RAPID TRANSPORTATION, the proposed purchaser(s).

GUIDELINES FOR THE ISSUANCE OF INSURANCE

- A. Taxes shown in Schedule B are as of the date such information is available from the taxing authority. Evidence of payment of all taxes and assessments subsequent to such date must be provided prior to recordation.
 - B. Evidence of authority regarding the execution of all documents pertaining to the transaction is required prior to recordation. This includes corporate resolutions, copies of partnership agreements, powers of attorney and trust instruments.
 - C. If an entity (corporation, partnership, limited liability company, etc.) is not registered in Hawaii, evidence of its formation and existence under the laws where such entity is formed must be presented prior to recordation.
 - D. If the transaction involves a construction loan, the following is required:
 - (1) a letter confirming that there is no construction prior to recordation; or
 - (2) if there is such construction, appropriate indemnity agreements, financial statements and other relevant information from the owner, developer, general contractor and major sub-contractors must be submitted to the Title Company for approval at least one week prior to the anticipated date of recordation.
- Forms are available upon request from Title Guaranty of Hawaii.
- E. Chapter 669, Hawaii Revised Statutes, sets forth acceptable tolerances for discrepancies in structures or improvements relative to private property boundaries for various classes of real property. If your survey map shows a position discrepancy that falls within the tolerances of Chapter 669, call your title officer as affirmative coverage may be available to insured lenders.
 - F. The right is reserved to make additional exceptions and/or requirements upon examination of all documents submitted in connection with this transaction.
 - G. If a policy of title insurance is issued, it will exclude from coverage all matters set forth in Schedule B of this report and in the printed Exclusions from Coverage contained in an ALTA policy or in the Hawaii Standard Owner's Policy, as applicable. Different forms may have different exclusions and should be reviewed. Copies of the policy forms are available upon request from Title Guaranty of Hawaii or on our website at www.tghawaii.com.

DATE PRINTED: 5/28/2014

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

TAX MAP KEY

DIVISION ZONE SECTION PLAT PARCEL HPR NO.
 (1) 9 9 003 066 0000

CLASS: RESIDENTIAL AREA ASSESSED: 52,089 SF

ASSESSED VALUES FOR CURRENT YEAR TAXES: 2014

The records of this division show the assessed values and taxes on the property designated by Tax Key shown above are as follows:

BUILDING	\$	0
EXEMPTION	\$	0
NET VALUE	\$	0
LAND	\$	100
EXEMPTION	\$	100
NET VALUE	\$	0
TOTAL NET VALUE	\$	0

Installment (1 - due 8/20; 2 - due 2/20) Tax Info As Of - 1/01/2001

Tax Year	Installment Tax Amount	Penalty Amount	Interest Amount	Other Amount	Total Amount
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AFFIDAVIT OF TITLE

BEFORE ME, the undersigned authority, on this day personally appeared Sandra Knight ("Affiant") who, being first duly sworn, upon her oath states:

My name is Sandra Knight and I reside in Fort Worth, Texas. I am personally familiar with the family and marital history of Harry B. Kronick ("Harry Kronick") and Norman M. Kronick ("Norman Kronick") and I have personal knowledge of the facts stated in this Affidavit.

I worked closely with Norman Kronick as his primary property and business manager for twelve years up to the date of his death on August 4, 2010 in Fort Worth, Tarrant County, Texas at the age of eighty-one years.

Norman Kronick was the only child of Harry Kronick and his first wife, Rosina Morris Kronick. Subsequent to the death of Rosina Kronick, Harry Kronick married Tressie Lee Kronick (previously Tressie Lee Pool). Harry Kronick and Tressie Lee Kronick did not have or adopt any children during their marriage. Harry Kronick died on May 23, 1988, and at the time of his death, he resided in Brevard County, Florida.

Attached to this Affidavit are true and correct copies of the following documents:

1. Last Will and Testament of Harry B. Kronick dated January 20, 1988.
2. Declaration of Trust by Harry B. Kronick dated December 9, 1987 and Amendment Number One dated January 20, 1988.
3. Charitable Trust Agreement dated January 11, 1988, by Harry B. Kronick, as Settlor, and Norman M. Kronick, as Trustee.
4. Plan of Dissolution of the Kronick Charitable Trust dated June 1, 2009.
5. Declaration of Trust of The Fort Worth Foundation Trust dated August 14, 2008.
6. First Amendment to The Fort Worth Foundation Trust dated July 14, 2009.
7. Appointment of Administrative Trustee dated September 21, 2010, by the Managing Trustees of The Fort Worth Foundation Trust.

Pursuant to Article IV of the Will of Harry B. Kronick, all of the remainder of his property and estate went to the Declaration of Trust by Harry B. Kronick dated December 9, 1987 (the "Harry Kronick Trust"). Article V of the Harry Kronick Declaration of Trust provides that after the death of Harry Kronick and the cash distributions specified by Article IV, the Trustee (who after Harry Kronick's death was his son, Norman Kronick) was to distribute all of the remainder of the Trust assets to a charitable trust to be formed after Harry Kronick's death. However, rather than waiting for such charitable trust to be formed after his death, Harry Kronick established the Kronick Charitable Trust on January 11, 1988 pursuant to the Charitable Trust Agreement described in item 3 above.

The Kronick Charitable Trust was the only charitable trust established by Harry Kronick and is the charitable trust which received the remainder of all Trust assets owned by the Harry Kronick Trust. Article V(a) of the Harry Kronick Declaration of Trust specifically states that the

Charitable Trust may merge with or transfer all of its assets to another charitable trust or corporation including but not limited to one having the name "Kronick" in the name thereof.

By the Declaration of Trust identified as item 5 above, Norman Kronick established The Fort Worth Foundation Trust, which is a charitable trust that qualifies as a charitable organization under Section 501(c)(3) of the Internal Revenue Code. Norman Kronick left substantially all of his assets and properties to The Fort Worth Foundation Trust upon his death.

During the remainder of his lifetime, Norman Kronick was the sole Trustee of the Kronick Charitable Trust and The Fort Worth Foundation Trust. As evidenced by the Plan of Dissolution identified as item 4 above, Norman Kronick determined that the Kronick Charitable Trust's charitable purposes could be more effectively and efficiently performed by transferring all of its assets to The Fort Worth Foundation Trust and dissolving the Kronick Charitable Trust. This action was expressly permitted by the terms of the Harry Kronick Trust as referenced above. Accordingly, all assets of the Kronick Charitable Trust (including all of the remaining assets and properties that passed through the Estate of Harry Kronick and the Harry Kronick Trust), are now owned by The Fort Worth Foundation Trust.

As evidenced by the Appointment identified in item 7 above, Affiant is the Administrative Trustee of The Fort Worth Foundation Trust, and in such capacity, is solely authorized to manage and operate all real property owned by The Fort Worth Foundation Trust.

This Affidavit is made to show that The Fort Worth Foundation Trust is the current beneficial owner of that certain real property located in the City and County of Honolulu, Hawaii identified as follows:

Tax Map Key #9-9-003-066

Affiant is aware that this Affidavit is being executed for the purpose of establishing title relative to the above-described real property, and that Title Guaranty of Hawaii, Inc. will rely on the statements herein for the purpose of insuring title with respect to the conveyance of the Property to the City and County of Honolulu for the use and benefit of the Honolulu Authority for Rapid Transportation.

SIGNED AND SWORN TO as of the date reflected in the jurat for the Affiant below.


SANDRA KNIGHT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me on this 4th day of ~~July~~^{August}, 2014, by Sandra Knight.



Kristina K. Traver
Notary Public, State of Texas

\\SERVER\Docs\Kronick\Harry Kronick Trust\Affidavit of Title (MMKF 7-29-14).doc

ATTACHMENT 1

[see attached]

ORIGINAL WILL KEPT IN SAFE- LAST WILL AND TESTAMENT
 DEPOSIT BOX OF ROGERS, TOWERS
 BAILEY, JONES & GAY, P.A., OF
 JACKSONVILLE, FLORIDA

COPY

HARRY B. KRONICK

I, HARRY B. KRONICK, of Cocoa Beach, Brevard County, Florida, being of sound and disposing mind and memory, do make, publish, and declare this my last will and testament, hereby revoking any and all former wills, codicils, and testamentary papers heretofore made by me (but I expressly do not revoke the Antenuptial Agreement of December 21, 1982 referred to in Article III of this will), and I declare this my intention and purpose, to dispose of all lands, personal estate, and property of every kind which I may own or have the power to dispose of at the time of my death, including all contingent, executory, and future interests (but excluding, however, any property over which I may have a power of appointment), and also to dispose of and bequeath as part of my property the proceeds and benefits of all insurance on my life which may be payable to me, to my estate, or to my personal representatives, executors, administrators, or assigns, and all other insurance proceeds which are subject to disposition by last will and testament, all such insurance proceeds or benefits to pass as a part of my residuary estate except to the extent used as hereinafter provided in Article I with respect to using such proceeds in payment of expenses, debts, and taxes.

Harry B. Kronick

ARTICLE I

I direct my personal representative to pay my federal and state estate and inheritance taxes, funeral expenses, including expense of a suitable marker upon my grave, the expenses of my last illness, and all my valid debts. I direct that said expenses, debts, and taxes, including taxes levied on property constituting any part of my estate for federal estate tax purposes, whether passing under this will or otherwise, shall be paid out of my residuary estate (including the proceeds of any insurance forming a part thereof) without right of reim-

bürsement, and that no portion thereof shall be apportioned to or constitute a charge against any general legacy or any specific devise or bequest or any non-probate assets.

ARTICLE II

I give and devise to my son, NORMAN M. KRONICK, if he shall survive me, the following:

(a) Any automobile or automobiles and any boat or boats which I may own at the time of my death.

(b) All my purely personal effects, including jewelry, articles of personal adornment, and clothing.

(c) All of the household furniture, pictures, paintings, engravings, prints, statuary, plate, bric-a-brac, linen, china, silverware, household utensils, and all other tangible personal property which customarily is used or to be used in connection with, in, or upon all premises owned or occupied by me as my home or as any vacation home at the time of my decease.

Harry B. Kronick

ARTICLE III

There is in existence an Antenuptial Agreement executed by my wife, TRESSIE LEE KRONICK (then Tressie Lee Pool) and myself on December 21, 1982, whereby each of us waive any claim to the estate of the other on death. I intentionally leave none of my estate to my said wife, TRESSIE LEE KRONICK, whether or not we are still married at the date of my death.

ARTICLE IV

I give and devise all the rest, residue, and remainder of my property of every nature and description and wherever situated in trust to the then Trustee under the DECLARATION OF TRUST BY HARRY B. KRONICK DATED DECEMBER 9th, 1987, as amended which devise is to be added to the property then held in trust by the Trustee and to be held, managed, and distributed in accordance with the terms of said trust as they now exist or may be hereafter further amended.

If the above-described trust shall not be in existence at the time of my death, or if for any reason a court of competent jurisdiction shall declare the trust to be ineffective for disposition of the assets of my estate, I give and devise said residue of my estate to the successor Trustee named in said trust instrument, to be held, managed, and distributed in the manner described in the trust instrument for the period beginning with the date of my death, giving effect to all terms of the trust now in effect; and for those purposes I incorporate by reference the trust instrument and amendment as they now exist into this will.

If for any reason the bequest of the residue of my estate in both of the preceding paragraphs is invalid and cannot take effect, then I give and devise said residue of my estate to my said son, NORMAN M. KRONICK.

ARTICLE V

If any person referred to in this will shall die within sixty (60) days after my death, I direct that, for all purposes of this will, I shall be treated as having survived such person.

ARTICLE VI

I nominate and appoint my said son, NORMAN M. KRONICK, as personal representative of this will, and I direct that he shall serve without the necessity of posting bond as such personal representative. I grant my said personal representative the fullest power and authority in all matters and questions, including, without limitation, complete power and authority to sell, at public or private sale, for cash or credit, with or without security, mortgage, lease, and dispose of all property, real and personal, tangible and intangible, at such times and upon such terms and conditions as he may determine, all without the order or approval of any court, and including the power to settle and compromise any dispute or claim that may arise in the administration of my estate.

ARTICLE VII

All of the net income of my estate earned during the period of administration shall be allocated to my residuary estate and no income shall be allocated to any specific bequest or devise.

IN WITNESS WHEREOF, I, the said HARRY B. KRONICK, have hereunto subscribed my name and affixes my seal on this 20/17 day of January, 1988, to this my last will and testament, type-written on one side only on four (4) sheets of paper, upon each of which I have written my name, all at Cocoa Beach Brevard County, Florida, in the presence of the undersigned attesting witness.

HARRY B. KRONICK (SEAL)
HARRY B. KRONICK

The foregoing instrument was subscribed, sealed, published and declared by HARRY B. KRONICK on the above date as and for his Last Will and Testament in our presence and in the presence of each of us, and we, at the same time at his request and in his presence and in the presence of each other, hereunto subscribe our names as attesting witnesses.

Fred M. Ringel of 4478 Craven Rd W
Jacksonville, Florida.

Gayle Zeng of P.O. Box 548
Merritt Island, Florida.

William J. Ward of Same as above
M. J., Florida.

STATE OF FLORIDA)
COUNTY OF Brevard

We, HARRY B. KRONICK, Fred M. Ringel,
Gail Gough, and Wilma E. Wood,

the testator and the witnesses, respectively, whose names are signed to the foregoing instrument, having been duly sworn, do hereby declare to the undersigned officer that the testator, in the presence of the witnesses, signed the instrument as his last will and that he signed voluntarily, and that each of the witnesses, in the presence of the testator at his request, and in the presence of each other, signed the will as a witness, and that to the best of the knowledge of each witness, the testator was at that time of sound mind and under no constraint or undue influence.

Harry B. Kronick
Testator

Fred M. Ringel
Witness

Gail Gough
Witness

Wilma E. Wood
Witness

Subscribed and sworn to and acknowledged before me by HARRY B. KRONICK, the testator, and subscribed and sworn to before me by Fred M. Ringel, Gail Gough, and Wilma E. Wood, the witnesses, on the 20th day of January, 1988.

[Signature]
Notary Public, State of Florida
My Commission expires: Jan 2, 1991

ATTACHMENT 2

[see attached]

COPY

DECLARATION OF TRUST

BY

HARRY B. KRONICK

This Declaration of Trust made this 9th day of December, 1987, by Harry B. Kronick, of Cocoa Beach, Brevard County, Florida.

W I T N E S S E T H:

ARTICLE I.

I, Harry B. Kronick, (hereinafter sometimes called "Grantor"), do hereby declare that I have set aside and now hold in trust the property described in Schedule A hereto annexed. I, as Grantor, may, at any time, and from time to time, deposit with the Trustee (which term shall mean me in my capacity as trustee while I am so serving and thereafter any successor trustee hereunder) any other assets and may name the Trustee as beneficiary of any life insurance policies on the life of Grantor and may name the Trustee as a beneficiary under Grantor's will. The Trustee shall hold the assets described in said Schedule A and any additions thereto in trust for the uses and purposes and upon the terms and conditions hereinafter set forth.

ARTICLE II.

This trust shall be known as "Declaration of Trust By Harry B. Kronick dated December 9th, 1987".

ARTICLE III.

I, as Trustee, shall hold, manage, invest and reinvest the trust property and shall collect and receive the income therefrom, and, after deducting all necessary expenses incident to the administration of the trust, shall pay and distribute the net income and corpus thereof as follows:

(a) During Grantor's lifetime the net income from this trust shall be accumulated and added to and become a part of corpus.

(b) During Grantor's lifetime I as Trustee and any successor Trustee shall distribute to me, Harry B. Kronick, from time to time, so much of the corpus, including accumulated income, of this trust as the Trustee, in his sole discretion, shall consider necessary or advisable for the support of me, Harry B. Kronick, in health and reasonable comfort. In determining whether or not to make such distribution, the Trustee shall take into account my income from this trust, but may use his own discretion as to whether or not to take into account my income from any other source or any other funds available to me.

(c) In addition, during my lifetime, the Trustee shall distribute to or for the benefit of me, Harry B. Kronick, so much of the corpus, including accumulated income, of this trust as I, Harry B. Kronick, may from time to time request in writing. The Trustee shall comply with any such written request of mine and shall have no responsibility to inquire into or determine for what purpose any withdrawals are made by me.

ARTICLE IV.

Upon the death of Harry B. Kronick, the Trustee shall first pay to the personal representatives, executors or administrators of the estate of Harry B. Kronick such amount as said personal representatives, executors or administrators shall certify to the Trustee, within three years after the death of Harry B. Kronick, (or such shorter period as such personal representatives, executors or administrators shall consent to), to be needed for estate taxes, debts and administration expenses because of the fact that the testate estate of Harry B. Kronick is not sufficient to pay these. Then, the Trustee shall distribute from the trust corpus, including any accumulated income, the following:

(a) The sum of Five Thousand Dollars (\$5,000.00) to Grantor's sister, ADELE KRONICK SILVA, if she shall survive Grantor.

(b) The sum of Five Thousand Dollars (\$5,000.00) to Grantor's nephew, THEODORE KRONICK, if he shall survive Grantor.

(c) The sum of Five Thousand Dollars (\$5,000.00) to Grantor's nephew, HAROLD KRONICK, if he shall survive Grantor.

(d) The sum of Five Thousand Dollars (\$5,000.00) to Grantor's nephew, BERNARD KRONICK, if he shall survive Grantor.

(e) The sum of Five Thousand Dollars (\$5,000.00) to Grantor's grand-niece, MARILYN CHERRY, if she shall survive Grantor.

(f) The sum of Two Thousand Dollars (\$2,000.00) to Grantor's grand-niece, ILENA CHERRY if she shall survive Grantor.

(g) The sum of Two Thousand Dollars (\$2,000.00) to Grantor's grand-nephew, STEVEN KRONICK, if he shall survive Grantor.

(h) The sum of Two Thousand Dollars (\$2,000.00) to Grantor's grand-nephew, GEOFFREY KRONICK, if he shall survive Grantor.

(i) The sum of Two Thousand Dollars (\$2,000.00) to Grantor's grand-nephew, TOMMY KRONICK, if he shall survive Grantor.

(j) The sum of Two Thousand Dollars (\$2,000.00) to Grantor's grand-nephew, FRANKIE CHERRY, if he shall survive Grantor.

(k) The sum of Five Thousand Dollars (\$5,000.00) to JANE WHITE BRIMLEY, the step-daughter of Grantor's son, NORMAN M. KRONICK, if she shall survive Grantor.

(l) The sum of Two Thousand Five Hundred Dollars (\$2,500.00) to Grantor's niece, JUNE KRONICK, if she shall survive Grantor.

(m) The sum of Two Thousand Dollars (\$2,000.00) to HARRY M. MOON of Satelite Beach, Florida if he shall survive Grantor.

(n) The sum of Five Thousand Dollars (\$5,000.00) to PAUL IRVIN of Cocoa Beach, Florida, if he shall survive Grantor.

(o) To Grantor's son, NORMAN M. KRONICK, if he shall survive Grantor, the sum of Six Hundred Thousand Dollars (\$600,000) reduced by (i) the sum of all distributions made under paragraph (a)-(n) of this Article IV and (ii) the value of all amounts passing directly to Norman M. Kronick (individually and not as trustee) under Grantor's last will and testament.

(p) The sum of Two Thousand Dollars (\$2,000.00) to TEMPLE EMANUAL situated at 2550 Pali Highway, Honolulu, Hawaii, in memory of Grantor's first wife, ROSINA MORRIS KRONICK.

(q) The sum of One Thousand Dollars (\$1,000.00) to TEMPLE BETH JACOB in Oakland, California, in memory of Grantor's parents ETHEL and RUBIN KRONICK.

(r) The sum of One Thousand Five Hundred Dollars (\$1,500.00) to TEMPLE BETH SHALOM, Rabbi's Fund, Satallite Beach, Florida.

ARTICLE V

After making the distributions under Article IV, the Trustee shall distribute all of the remainder of the trust corpus, including any accumulated income, to a charitable trust to be formed after Grantor's death.

(a) I direct that the Trustee, as soon after Grantor's decease as practical, cause to be formed under Part V, Chapter 737, Section 737-501, et seq., Florida Statutes, a charitable trust, organized and to be operated exclusively for charitable purposes, to be known as "HARRY AND ROSINA KRONICK FOUNDATION" or similar name, which shall have

authority, among such other powers as may be conferred upon it, to take and hold property absolutely, to administer and invest the same, and to devote the income therefrom, as well as the corpus thereof, to the object and purpose of the charitable trust, which shall be as follows: the income and corpus shall be used exclusively to benefit organizations, bequests or transfers to which would constitute a deduction for federal estate tax purposes under Section 2106 (or a successor section) of the Internal Revenue Code.

I place no limitation on the disposition of income or corpus as applied to the foregoing object and purpose. The details of the organization and operation of the charitable trust I leave to the discretion of my Trustee hereunder and to the trustee from time to time of the charitable trust. I would like for the charitable trust to continue indefinitely, but it may be liquidated if it appears advisable to do so. If the charitable trust should ever be liquidated, any remaining assets shall be paid to organizations bequests or transfers to which would constitute a deduction for federal estate tax purposes under Section 2106 (or a successor section) of the Internal Revenue Code. The charitable trust may also merge with or transfer all of its assets to another charitable trust or corporation including but not limited to one having the name "Kronick" in the name thereof, provided bequests or transfers to such other trust or corporation would constitute deductions for federal estate tax purposes under Section 2106 (or a successor section) of the Internal Revenue Code.

(b) I direct my Trustee hereunder, upon the formation of the charitable trust, to transfer and pay over to the charitable trust the entire remaining corpus and accumulated income of this trust fund. It is my request that Norman M. Kronick shall be named initial trustee of the charitable trust and that he shall act as trustee of the charitable trust for at least the first year of its existence. It is

my desire that it shall be provided in the charitable trust document that in the event of the death, resignation or inability to serve of its trustee, the person, or persons named by said trustee shall become successor trustee or trustees, that is, that the trustee then serving shall have power to appoint his successor. I desire that the provisions of this trust agreement relative to the investment by my Trustee of the corpus and income of the trust hereby established shall also govern the trustee of the charitable trust to be formed in the management and the investment of its funds, and I direct that the trust instrument of the charitable trust so provide. The trustee of the charitable trust shall be entitled to reasonable compensation for acting as such and to reimbursement for out-of-pocket expenses.

(c) It is my primary intention that the transfer under this Article V qualify under Section 2106 of the Internal Revenue Code (or a successor section) as a deduction for federal estate tax purposes, and I direct my Trustee hereunder and the trustee of the charitable trust to be formed to be governed by this intent in carrying out my wishes as expressed herein and any provision of this trust inconsistent with such intent shall be changed to comply therewith.

ARTICLE VI.

In the administration of this trust, I, as Trustee, and any successor Trustee shall have the following powers, all of which are to be exercised in a fiduciary capacity:

(a) To invest and reinvest the trust estate in any property or undivided interest therein, wherever located, including bonds, notes, secured or unsecured, stock of corporations, real estate or any interest therein and interests in trusts, including common trust funds:

(b) To sell any trust property, for cash or on credit, at public or private sale; to exchange any trust property

for other property; to determine the prices and terms of sales, exchanges and options; and to reinvest funds thereby acquired by me;

(c) To execute leases and sub-leases for terms as long as ninety-nine years, even though such terms may extend beyond the termination of the trust; to sub-divide or improve real estate and tear down or alter improvements; to grant easements, give consents and make contracts relating to real estate or its use and to release or dedicate any interest in real estate;

(d) To borrow money and to mortgage, pledge or otherwise encumber any trust property;

(e) 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;

(f) To make, execute, acknowledge and deliver any and all deeds, conveyances, instruments of transfer, contracts, notes, and other instruments, including instruments containing covenants and warranties binding upon and creating a charge upon the trust estate and containing provisions excluding personal liability, and to do and perform any and all other acts and things necessary or proper to carry out the provisions herein expressed;

(g) To keep any property in the name of a nominee with or without disclosure of any fiduciary relationship, and to have such nominee perform all the duties and services incident to a so-called "Custodian Account";

(h) To employ agents including investment counsel for advice and to manage the investment of the trust property, banks, attorneys, accountants, auditors, bookkeepers, depositories and proxies with or without discretionary powers; all such parties shall have the right to rely upon

and execute the written instructions of the trustee and shall not be obliged to inquire into the propriety of any acts or directions of the trustee;

(i) To receive additional property from any source and add it to or commingle it with the trust corpus;

(j) To institute any suit, action or proceeding, at law or in equity and to do and perform any and all other acts and things which, in the opinion of the Trustee, may be necessary or desirable for the collection or recovery of any moneys or other properties which may be or become due or payable to the trust estate or for the protection and preservation of the trust assets;

(k) To vote stock belonging to the trust, to waive stockholders' rights and privileges as to such stock, to give proxies, to deposit securities with an transfer title to committees representing security holders and to participate in voting trusts, mergers, reorganizations and other transactions involving the common interest of security holders;

(l) To deduct, retain, expend and pay out of any money belonging to the trust all the costs, charges and expenses for upkeep and maintenance of the property of which said trust estate is made up and all the costs, charges and expenses of the administration of such trust estate, and any and all necessary and proper expenses in connection with the operation and conduct of the trust and to pay insurance premiums on any property constituting part of the trust corpus, and all taxes and legal assessments, debts, claims or other charges which at any time may be due and owing by, or which may exist against the trust;

(m) To commingle the funds and assets of this trust with the funds and assets of any other trust or trusts of which the Trustee hereunder is the trustee or a trustee and to invest any trust funds hereunder in any common trust fund;

(n) Whenever a distribution or division of the trust corpus or income is to be made under the provisions of this instrument (or under the provisions of any other trust commingled herewith) to make such distribution or division of the trust property in cash or in kind or both, and to allocate different kinds or disproportionate shares of property or undivided or fractional interests in property among the beneficiaries, trusts, or portions;

(o) In addition to the foregoing powers, the Trustee shall also have all of the powers, rights and privileges conferred upon trustees by Florida law as it now exists and as it may be hereafter modified or amended;

(p) The powers of the Trustee, except the power to invest and reinvest the trust estate, shall continue for a reasonable period beyond the termination of the trust, but only if such continuation shall not result in a violation of any rule of law relating to perpetuities or otherwise.

ARTICLE VII.

I, as Trustee, (and any successor Trustee) may freely act under all and any of the powers of this Declaration of Trust given to me (or him) in all matters concerning the trust, after forming my (or his) judgment based upon all the circumstances of any particular situation as to the wisest and best course to pursue in the interest of the trust and the beneficiaries hereunder, without the necessity of obtaining the consent or permission of any person interested therein, or the consent or approval of any court; provided, however, that I (or he) shall exercise such powers at all times in a fiduciary capacity, primarily in the interests of the beneficiaries hereunder.

To the extent that any such requirements can legally be waived, neither I nor any successor Trustee shall ever be required to give any bond as trustee or qualify before, be appointed by or account to any court except that any bene-

ficiary shall be permitted to require such accounting and to institute a suit to obtain an accounting, and, in the event of a breach of trust, to institute a suit in connection with the administration or disposition of this trust.

No person purchasing from any Trustee or paying money or delivering property to any Trustee, or having any other transaction with any Trustee, shall be bound or concerned to see that the money or other thing of value received by said trustee is actually needed or properly applied, or otherwise as to the proprieties or expediencies of any act of any Trustee.

No Trustee shall be personally liable upon any contract, note or other instrument executed hereunder or for any indebtedness or liability of the trust estate.

ARTICLE VIII.

I shall not be entitled to receive any compensation or commissions for my services as Trustee hereunder. Any successor Trustee shall be entitled to reasonable compensation for his services in administering and distributing the trust property. I and any successor Trustee shall be entitled to reimbursement for expenses. Reasonable compensation for services and reimbursement for expenses may be retained by the Trustee out of any money belonging to the trust.

Neither I nor any successor Trustee shall be required to take any action hereunder (including engaging or participating in litigation) unless such Trustee shall have been indemnified to my or his satisfaction against all expenses and liabilities to which I or he may become subject by virtue of such action.

ARTICLE IX.

In the event that I should die or otherwise become unable or unwilling to serve as Trustee of this trust, then

my son, NORMAN M. KRONICK of Honolulu, Hawaii, shall serve as successor Trustee in my place and stead. Each and every reference to Trustee or to me as Trustee contained in this trust agreement shall thereafter be read to include said successor Trustee.

ARTICLE X.

I reserve the right to resign at any time by giving ten (10) days written notice to the successor Trustee. On my resignation, the successor Trustee named in Article IX hereof shall become Trustee.

In case of my resignation as Trustee, I shall have the right to a settlement of my accounts at the expense of the trust.

ARTICLE XI.

The trust herein created is for the benefit and protection of the beneficiaries herein named and the rights, privileges and benefits herein conferred shall not be pledged, sold, assigned or transferred, or in any manner anticipated (except by Grantor as herein provided) or encumbered, and neither shall the same be subject to the claims of creditors of said beneficiary or beneficiaries, nor shall the same be subject to levy, attachment, garnishment or other legal process, but shall be held and administered as herein provided for the use and benefit of said beneficiaries.

ARTICLE XII.

(a) No sinking fund shall be created as to any security received at a value or purchased at a price in excess of the amount payable on its call, redemption, maturity or liquidation;

(b) All liquidating dividends and rights to subscribe to stock shall be corpus;

(c) Extraordinary cash dividends other than liquidating dividends shall be income;

(d) Dividends payable in stock of the corporation declaring the same and all profits from sales, exchanges or other dispositions of trust property shall be corpus.

ARTICLE XIII.

The validity, construction and effect of this declaration of trust and of the trust created hereunder and its enforcement shall be determined by the laws of the State of Florida.

ARTICLE XIV.

I, as Grantor may, by written instrument filed with the Trustee, revoke this trust upon paying all sums due the Trustee and indemnifying the Trustee in a manner satisfactory to him against liabilities lawfully incurred in the administration of the trust. Upon such revocation, all property of the trust shall be paid to the Grantor.

ARTICLE XV.

Grantor may amend this trust, by written instrument signed by Grantor; provided, however, that, if Grantor is no longer serving as Trustee hereunder, the written consent of the Trustee then serving shall be required for any amendment to the this trust.

ARTICLE XVI.

For the purposes of this trust agreement, terms in the masculine, feminine or neuter shall be deemed to include the masculine, feminine and neuter and terms in the singular shall be deemed to include the plural and vice versa whenever the context so admits or requires.

ARTICLE XVII.

This Declaration of Trust may be executed in two or more counterparts each of which shall be considered as a single instrument creating a single trust.

IN WITNESS WHEREOF, I have executed and acknowledged this declaration of trust on the day and year first above written.

Signed, sealed and delivered in the presence of:

E. E. Chaves



Harry B. Kronick (SEAL)
Harry B. Kronick

Augustine Chavez

SCHEDULE A

Property assigned and delivered to the Trustee by Harry
B. Kronick:

The sum of One Hundred and No/100 Dollars (\$100.00)
in cash.

STATE OF FLORIDA)
 :SS
COUNTY OF BREVARD)

Before me, a Notary Public in and for the State and County aforesaid, on this day personally appeared Harry B. Kronick, to me well known and known to me to be the person described in and who executed the foregoing instrument, and he acknowledged to and before me that he executed the same for the uses and purposes therein set forth.

WITNESS my hand and official seal at Cocoa Beach State and County aforesaid, this 9th day of December, 1987.

Constance H. Kaiser
Notary Public,
State of Florida
My Commission expires: _____
NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXPIRES 12/31/1991
BORNED INTO GENERAL INT. 340.

ATTACHMENT 2

[see attached]

AMENDMENT NUMBER ONE

COPY

TO

DECLARATION OF TRUST BY HARRY B. KRONICK

DATED DECEMBER 9, 1987

WHEREAS, on December 9, 1987, Harry B. Kronick as Grantor created a trust known as Declaration of Trust by Harry B. Kronick dated December 9th, 1987; and

WHEREAS, Article XV of said Declaration of Trust provides that Grantor may amend said trust by a written instrument signed by Grantor; and

WHEREAS, Grantor now desires to amend Article V of said Declaration of Trust and to accomplish said amendment is signing this written instrument.

NOW, THEREFORE Grantor hereby amends Article V of the Declaration of Trust by Harry B. Kronick dated December 9th, 1987, by changing each and every reference therein to "Section 2106" to read "Section 2055(a)".

IN WITNESS WHEREOF, I have, on this 30th day of January, 1988, executed and acknowledged this Amendment Number One to Declaration of Trust by Harry B. Kronick dated December 9, 1987.

Signed, sealed and delivered in the presence of:

Fred W. Ruzel
Debra E. Wood

Harry B. Kronick
Harry B. Kronick

ATTACHMENT 3

[see attached]

CHARITABLE TRUST AGREEMENT

THIS TRUST AGREEMENT, made this 11th day of January, 1987⁸ by HARRY B. KRONICK, of Cocoa Beach, State of ^{Cal} Florida, hereinafter called the "Settlor", and NORMAN M. KRONICK of Honolulu, State of Hawaii, hereinafter called the "Trustee",

W I T N E S S E T H:

That the Settlor does hereby transfer to the Trustee the sum of TEN DOLLARS (\$10.00), together with such other property as may herewith or hereafter be so transferred, IN TRUST, upon the following trusts:

1.1 Charitable Trust. The trust estate shall be held in trust and not less often than annually the Trustee shall distribute the net income therefrom to such organizations as are then described in sections 170(c), 501(c)(3), 2106 and 2055(a) of the Internal Revenue Code of 1986, as amended ("Code") as the Trustee shall from time to time select. Distribution shall be made at such time and in such manner as not to subject the trust to tax under section 4942 of the Code. The Trustee shall take into account the Settlor's desire that the organization which are distributees from this trust perform their exempt functions within the State of Hawaii. The Settlor desires that the initial distributions be made among the following organizations: Hawaii Public Television; Hawaii Public Radio; Maui Community College; Walter Cameron Center, Maui, Hawaii; Alzheimers Disease and Related Disorders, Inc. Honolulu, Hawaii; Meals on Wheels, Inc.; Waimano Home, and the Catholic Social Services Organization and Institute for Human Services. The Settlor's principal objective

is to provide housing, health, nursing and social work care and facilities for needy elderly persons. If the successor Trustees for any reason deem it impractical or unwise to operate such a facility directly, the successor Trustees may in their absolute discretion apply all or any portion of the net income of the trust to any community foundation maintained in the State of Hawaii which has or will establish a fund for the foregoing purposes and which will allow the successor Trustees in their individual capacities to constitute a majority of the advisory board of such fund, or the Trustees may make such grants directly. Any income not so applied shall be distributed. The Trustee shall have the power not to make gifts to any or all of these organizations and to add other organizations located in the state of Hawaii. It is the Settlor's wish that the Trustee or successor Trustees, be allowed to be a director or trustee of the donee organizations to insure that they are prudently operated so that their income is substantially all their gross income devoted to their charitable works and not to overhead administration, fund-raising costs and similar items. Successor Trustees shall take into account the types and identity of distributees selected as such from time to time by the initial Trustee. In no event may:

- A. any part of the net earnings of the Trust inure to the benefit of any private individual, including any trustees (except as otherwise provided in Paragraph 2.3),
- B. the trust carry on propaganda or otherwise attempt to influence legislation, or
- C. the trust participate or intervene in any political campaign on behalf of any candidate from public office,

- D. - the trust operate other than exclusively for charitable, scientific or educational purposes.
- E. Any portion of the income or principal of the trust be distributed to or for the benefit of any organization not described in section 170(c), 501(c)(3), 2106 and 2055(a) of the Code.

The provisions of this paragraph shall be construed so as to qualify the trust hereunder as exempt from tax under section 501(c)(3) of the Code, and as an organization described in section 2055(a)(2) of the Code.

1.2 Duration of Charitable Trust. This trust shall continue indefinitely. Nevertheless if for any reason the Settlor's purposes cannot be carried out, then the Trustee may terminate this trust and distribute the principal of the trust and any undistributed income then on hand to such organization or organizations as then qualify under sections 170(c)(2), 501(c)(3) and 2055(a)(2) of the Code as the Trustee shall select to carry out the purposes of this trust as can then best be assured.

1.3 Survival of Powers. All of the powers and discretion of the Trustee hereunder shall continue until all of the trust property has been distributed.

1.4 Limitation on Powers. Any other provisions of this trust agreement notwithstanding, the trustees shall not engage in any act of self-dealing as defined in Section 4941(d) of the Code, nor retain any excess business holdings as defined in Section 4943(c) of the Code, nor make any investments in such manner as to incur tax liability under Section 4944 of the Internal Revenue Code, nor make any expenditures as defined in Section 4945(d) of the Code.

ARTICLE II

ADMINISTRATIVE PROVISIONS

2.1 Powers. In addition to all powers now or hereafter conferred by law, the Trustee shall have full power and authority to manage, develop, improve, sell, convey, mortgage, partition, subdivide, dedicate to public use, abandon and otherwise dispose of or change the character of any of the trust property; to enter into any lease as lessor or lessee for a term within or extending beyond the duration of the trust; to grant or take an option to purchase or lease; to borrow upon the security of any trust property; to invest and reinvest principal and income in every kind of property, real and personal, including without limitation the right and power to purchase and sell securities and commodities on margin, to sell securities and commodities short, to purchase and/or write and otherwise deal in options of any kind and description, and generally to engage in any lawful securities or commodities transaction without regard to statutes or rules of law restricting fiduciary investments; to continue or participate in the operation of any business or other enterprise, and to effect incorporation, dissolution or other change in the form of organization of same; to give revocable or irrevocable general or specific proxies or authorizations for voting or acting with respect to securities, with or without power of substitution and whether discretionary or not, including such authority to any protective or reorganization committee as it shall deem advisable; to receive additions to the assets of the trust estate; to retain indefinitely any property received as part of the trust estate until in its judgment disposition

thereof should be made, regardless of any lack of diversification, risk or nonproductivity, and although except for this express authority it might be of a kind or in an amount which would be considered improper for a trust; to effect distribution of property in kind or in money and in divided or undivided interests, and to allocate property among shares and adjust resulting differences in valuation; and from time to time in its sole discretion and without reference to prior determinations, and for any purpose, to determine what is principal and what is in income of the trust estate and allocate receipts and disbursements thereto, with full discretion to allocate any receipt to principal for the purpose of providing funds for the payment of any charge against principal; and generally to exercise the same control over and rights respecting the trust estate as could be exercised personally by an absolute owner of the trust property. Notwithstanding the foregoing, the Settlor desires that the Trustee not sell any real property or stock of a closely-held corporation transferred as a gift or devise to this trust unless such sale is necessary to obtain or preserve the income tax exempt status of this trust.

2.2 Accounts. The Trustee shall not be required to give any bond or to file any account in any court, but after the Settlor's death shall annually deliver an account to each adult income beneficiary and to a parent or guardian of each minor income beneficiary.

2.3 Compensation of Trustee. Each successor Trustee shall be entitled to receive out of the trust property reasonable compensation for its services without allowance, determination or

review by any court. The Settlor intends that as of the date hereof a reasonable fee for each successor Trustee be \$75.00 per month.

2.4 Wasting Assets. The Trustee shall determine the amount of depreciation and depletion chargeable against the tangible assets of the trust estate during each year, in accordance with accounting principles, methods and formulas determined by the Trustee to be generally accepted and applicable, and shall charge against income and credit to principal the sum so determined; PROVIDED, HOWEVER, that the amount of depreciation and depletion charged with respect to any asset of the trust estate during any year shall not exceed the net income derived from such asset during said year, as determined by the Trustee and; PROVIDED, FURTHER, that the Trustee shall not be required to charge depreciation or depletion with respect to any improvement constructed on trust property by a lessee.

2.5 Additions. Any person may at any time add property acceptable to the Trustee to the trust estate hereby created, and any property so added shall be subject in every respect to the terms and conditions of this Agreement.

2.6 Amendment. This Agreement may not be amended.

2.7 Irrevocable. The Settlor agrees that this trust is irrevocable and that no person has the right to revoke the trust hereby created at any time, provided, however, that if for any reason whatsoever this trust fails to qualify as a tax-exempt charitable trust, such amendments as may be necessary for the trust to so qualify may be made by the Settlor so long as he is

living and competent, or otherwise and thereafter, by a court of competent jurisdiction.

2.8 Name of Trust. This trust may be referred to as the "Kronick Charitable Trust".

2.9 Governing Law. This Agreement and each trust created hereunder shall be construed under, and the validity and effect thereof determined in accordance with, the law of the State of Hawai'i.

2.10 Gender. Each masculine, feminine and neuter pronoun used herein shall be deemed to include the others unless specifically stated herein to the contrary.

2.11 Nonregistration. The Trustee shall not register this Trust with any Court or governmental agency except as required by law.

2.12 Successor Trustee. Upon the death, disability or resignation of NORMAN M. KRONICK, FRED HARRIS, TERRY S. C. WONG and MERVYN S. GERSON shall become successor Trustees. Vacancies in the office of Trustee shall be filled by the remaining Trustees so that there shall always be three (3) trustees. If any such vacancy is not filled within 30 days, any Trustee may seek to have such vacancy filled by any Court of competent jurisdiction, at the expense of the trust estate. Any individual Trustee shall conclusively be deemed to be disabled upon receipt by the named successor Trustee of two (2) certificates by physicians licensed to practice medicine in the State of said Trustee's then residence, one of whom shall be her family physician stating that said Trustee is then incapable of physically or mentally managing her own financial affairs and is

expected to remain so unable indefinitely or for the foreseeable future. Any trustee so determined to be disabled shall be deemed to have resigned as Trustee hereunder.

2.13 Trustee Defined. The word "Trustee" wherever used in this Agreement shall refer to the Trustee at any time and from time to time acting hereunder and also to any substitute for or successor to any such Trustee, whether or not named herein and whether male, female or corporate, and the survivor of them, and all powers and discretions herein granted to each such Trustee and to each such substitute and successor and survivor.

2.14 Liability of Trustees.

(a) No co-trustee or successor trustee shall be personally liable for any act or omission of any other trustee or 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.

(b) The trustees shall be chargeable only with the exercise of good faith in carrying out the provisions of the trust, and shall not, in the absence of bad faith, be responsible or accountable for any error of judgment in making the investments, contributions and gifts pursuant to the provisions of this trust.

IN WITNESS WHEREOF, the Settlor and the Trustee have

ATTACHMENT 4

[see attached]

**PLAN OF DISSOLUTION
OF
THE KRONICK CHARITABLE TRUST**

This Plan of Dissolution of the Kronick Charitable Trust (this "Plan of Dissolution") is made and entered into as of the 1st day of June, 2009, by Norman M. Kronick, sole Trustee of the Kronick Charitable Trust.

WHEREAS, Harry B. Kronick, as Settlor, and Norman M. Kronick, as Trustee, entered into that certain Charitable Trust Agreement dated January 11, 1988 (the "Kronick Trust Agreement"), pursuant to which the Kronick Charitable Trust was established;

WHEREAS, Norman M. Kronick has at all times and continues to be the sole Trustee of the Kronick Charitable Trust;

WHEREAS, at the time of the formation of the Kronick Charitable Trust, Norman M. Kronick was a resident of the State of Hawaii, but now is and has been a resident of the State of Texas since 1996;

WHEREAS, pursuant to that certain Declaration of Trust dated August 14, 2008, Norman M. Kronick established The Fort Worth Foundation Trust;

WHEREAS, Norman M. Kronick is the sole Trustee of The Fort Worth Foundation Trust;

WHEREAS, Norman M. Kronick, in his capacity as the sole Trustee of the Kronick Charitable Trust, has determined that the Kronick Charitable Trust's charitable purposes can be more effectively and efficiently performed by transferring all of its assets to The Fort Worth Foundation Trust and dissolving such trust.

NOW, THEREFORE, Norman M. Kronick, as sole Trustee of the Kronick Charitable Trust, hereby adopts the following Plan of Dissolution:

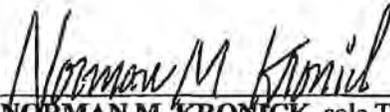
1. Norman M. Kronick, Trustee of the Kronick Charitable Trust, shall cause all assets of the Kronick Charitable Trust to be transferred to The Fort Worth Foundation Trust.

2. Effective as of the end of the calendar year in which all of the assets of the Kronick Charitable Trust have been transferred pursuant to Paragraph 1 above, the Kronick Charitable Trust shall dissolve and be terminated.

3. The Kronick Charitable Trust shall file Form 990-PF with the Internal Revenue Service ("IRS") for the taxable year of dissolution and shall provide notice to the IRS that it has terminated its private foundation status; provided, however, such notice shall not be delivered until after the Kronick Charitable Trust has transferred all of its assets to The Fort Worth Foundation Trust.

4. This Plan of Dissolution may be amended at any time by Norman M. Kronick as necessary to comply with applicable provisions of the Internal Revenue Code and the regulations promulgated thereunder to the extent necessary to avoid the imposition of any tax resulting from such dissolution and termination.

EXECUTED as of the date first set forth above.



NORMAN M. KRONICK, sole Trustee of the
Kronick Charitable Trust

ATTACHMENT 5

[see attached]

THE FORT WORTH FOUNDATION TRUST

This Declaration of Trust is made as of the 14th day of AUGUST, 2008, by NORMAN M. KRONICK, sole Trustee of THE FORT WORTH FOUNDATION TRUST, who hereby declares that he has received the property listed on Exhibit A of this Declaration of Trust, and that he will hold and manage the same and any additions to it as follows:

FIRST. This Trust shall be called The Fort Worth Foundation Trust.

SECOND. The trustees may receive and accept property, whether real, personal, or mixed, by way of gift, bequest, or devise, from any person, firm, trust, or corporation, to be held, administered, and disposed of in accordance with and pursuant to the provisions of this Declaration of Trust. No gift, bequest or devise of any such property shall be received and accepted if it is conditioned or limited in such manner as to require the disposition of the income or its principal to any specified person or organization other than a "charitable organization" or for other than "charitable purposes" within the meaning of such terms as defined in Article Third of this Declaration of Trust, or as shall in the opinion of the trustees, jeopardize the Federal income tax exemption of this trust pursuant to Section 501(c)(3) of the Internal Revenue of 1986, as now in force or later amended (the "Code"). No gift, bequest, or devise that is donor-restricted shall be accepted if the investment or distribution of the funds in accordance with the restriction would cause the imposition of any tax on foundations described in Sections 4941 through 4945 of the Code.

THIRD.

A. **ADMINISTRATION AND DISTRIBUTION.** The principal and income of all property received and accepted by the trustees to be administered under this Declaration of Trust shall be held in trust by them. The trustees may make payments or distributions from unrestricted income or unrestricted principal, or both, to or for the use of such charitable organizations, within the meaning of that term as defined in paragraph D, in such amounts and for such charitable purposes of the trust as the trustees shall from time to time select and determine. The trustees may make payments or distributions from unrestricted income or principal, or both, directly for such charitable purposes, within the meaning of that term in paragraph E, in such amounts as the trustees shall from time to time select and determine without making use of any other charitable organization provided the payment or distribution complies with the requirements of Section 4945(g) or (h) of the Code. The trustees may also make payments or distributions of all or part of the unrestricted income or unrestricted principal to organizations, both domestic and international, established for charitable purposes within the meaning of that term as defined in paragraph E. The trustees are required to honor donor restrictions on gifts, bequests, and devises accepted by the trustees and administer, invest, or distribute the restricted funds pursuant to the restriction.

B. **IMPERMISSIBLE ACTIVITIES.** No part of the net earnings of this trust shall inure or be payable to or for the benefit of any private individual, or no substantial part of the activities of this trust shall be carrying on of propaganda, or otherwise attempting to influence legislation. No part of the activities of this trust shall be the participation in, or intervention in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

C. **PERPETUITY AND TERMINATION.** This trust shall continue forever unless the trustees terminate it and distribute all of the principal and income, which action may be taken by the trustees in their discretion at any time. On such termination, the trust fund as then constituted shall be distributed to or for the use of such charitable organizations, as are qualified as tax exempt under Section 501(c)(3) of the Code or corresponding provisions of a future Code, in such amounts and for such charitable purposes as the trustees shall then select and determine. The Donor authorizes and empowers the trustees to form and organize a nonprofit corporation limited to the uses and purposes provided for in this Declaration of Trust, such corporation to be organized under the laws of any state or under the laws of the United States as may be determined by the trustees; such corporation when organized to have power to administer and control the affairs and property and to carry out the uses, objects, and purposes of this trust. Upon the creation and organization of such corporation, the trustees are authorize and empowered to convey, transfer, and deliver to such corporation all the property and assets to which this trust may be or become entitled. The charter, bylaws, and other provisions for the organization and management of such corporation and its affairs and property shall be such as the trustees shall determine, consistent with the provisions of this paragraph.

D. **CHARITABLE ORGANIZATION DEFINED.** In this Declaration of Trust and in any amendments to it, references to "charitable organization" means corporations, trusts, funds, foundations, or community chests created or organized both domestic and international, organized and operated exclusively for charitable purposes, no part of the net earnings of which inures or is payable to or for the benefit of any private shareholder or individual, and no substantial part of the activities of which is carrying on propaganda, or otherwise attempting, to influence legislation, and which do not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office. It is intended that the organization described in this paragraph D shall be entitled to exemption from Federal income tax under Section 501(c)(3) of the Code.

E. **CHARITABLE PURPOSES DEFINED.** In this Declaration of Trust and in any amendments to it, the term "charitable purposes" shall be limited to and shall include only religious, charitable, scientific, literary, or educational purposes within the meaning of those terms as used in Section 501 (c)(3) of the Code but only such purposes as also constitute public charitable purposes under the laws of trusts of the State of Texas. The primary purposes of this trust are to support activities to mitigate and prevent homelessness, hunger, malnutrition and starvation and to provide food, shelter and education for needy and lower income individuals and families in Tarrant County, Texas and the surrounding North Texas area. Following NORMAN M. KRONICK's death, the successor trustees are directed to use and manage the funds of this foundation substantially in accordance with these primary purposes.

FOURTH. Except as provided below, this Declaration of Trust may be amended at any time, from time to time, during NORMAN M. KRONICK's lifetime, by a written instrument or instruments signed and acknowledged by NORMAN M. KRONICK. All instruments amending this Declaration of Trust shall be kept with the executed original of this Declaration of Trust held by the trustees. Notwithstanding the above, (i) no trustee may amend the Declaration of Trust in such a way that the trust will fail to be an organization described in Section 501(c)(3) of the Code, and (ii) no trustee may amend the Declaration of Trust to allow an amendment described in (i) above. Following NORMAN M. KRONICK's death, this Declaration of Trust may not be amended without

the unanimous consent of the trustees and judicial approval of such amendment.

FIFTH.

A. Any trustee under this Declaration of Trust may, by written instrument, signed and acknowledged, resign his or her office. There shall be two (2) classes of trustees, namely the "Founding Trustee" and the "Managing Trustees."

B. The Founding Trustee shall have the powers specifically granted to him pursuant to the Fourth Paragraph of this Declaration of Trust. In addition, the Founding Trustee shall have the power to appoint, remove, and replace Managing Trustees at any time, with or without cause, to serve immediately or at a future date.

C. The Founding Trustee shall be NORMAN M. KRONICK. If he dies, resigns, or becomes unable to serve for any other reason, he shall be replaced by the Managing Trustees. The initial Managing Trustees shall be E. BRAD MAHON, GREGG M. STIEBER, SANDRA KNIGHT, FREDRICK M. DULIEN, and RONALD L. BERNELL. If any of the initial Managing Trustees dies, resigns, or becomes unable to serve for any reason, then he or she shall be succeeded by a successor Managing Trustee, who shall be any person or entity whom NORMAN M. KRONICK has designated as a successor Managing Trustee, with the most recent such designation to have priority over any earlier dated designations. Such designation of a successor Managing Trustee may be made at any time, and shall be in writing and acknowledged. If no successor Managing Trustee has been designated, then he or she shall be replaced by a majority of the remaining Managing Trustees, such that there shall always be five (5) Managing Trustees following the death or resignation of NORMAN M. KRONICK as Founding Trustee. It is the intent and desire of NORMAN M. KRONICK that any successor Managing Trustee be a person with significant experience in areas including, without limitation, commercial property investment and/or management, finance and/or accounting, law, medicine, education, or charitable organizations, and that collectively, the Managing Trustees will be a group with a diversity of experience that will further the charitable purposes of this trust.

D. When serving and after the term of service of NORMAN M. KRONICK as Founding Trustee, the Managing Trustees shall have all of the powers given to trustees under this Trust Agreement, except for those specifically reserved for the Founding Trustee as noted in the foregoing paragraphs and that the removal of any Managing Trustee shall require the affirmative vote of at least seventy-five percent (75%) of the Managing Trustees other than the Managing Trustee whose removal is sought.

E. To the extent that such requirements can legally be waived, no trustee hereunder shall ever be required to give bond or security as trustee, or to qualify before, be appointed by or account to any court, or to obtain the order or approval of any court with respect to the exercise of any power or discretion granted in this instrument. None of them shall be responsible or liable for the acts or omissions of any other of the trustees or of any predecessor or of a custodian, agent, depositary or counsel selected with reasonable care.

F. The trustees, whether original or successor, for the time being in office, shall have full authority to act even though one or more vacancies may exist. A trustee may, by

appropriate written instrument, delegate all or any part of his powers to another or others of the trustees for such periods and subject to such conditions as such delegating trustee may determine.

G. Except as otherwise specifically provided in this Declaration of Trust, any power, duty or obligation vested in the trustees hereunder may be exercised by a majority in number of the trustees then acting hereunder and any action or decision of the majority of such trustees shall be as effective as if taken or made by all of the trustees; however, any nonconcurring trustee shall not be liable for any act or failure to act of the other trustees.

H. The trustee's exercise or nonexercise of powers and discretions in good faith shall be conclusive on all persons. The trustees shall only be liable for willful misconduct or gross negligence, and shall not be liable for breach of fiduciary duty by virtue of mistake or error in judgment.

I. The trustees shall not be personally liable to any charitable organization or other party interested in this trust, or to any third parties, for any claim against this trust for the loss or diminution in value of trust property resulting from the retention of any property upon which there is later discovered to be hazardous materials or substances requiring remedial action pursuant to any federal, state or local environmental law or matters involving hazardous substances, including any reporting of or response to (1) the contamination of trust property by hazardous substances, or (2) violations of any environmental laws related to this trust.

J. Except as prohibited by applicable law, no trustee acting hereunder shall be prohibited from providing services to this trust (either personally or through an entity controlled or affiliated with such trustee), including legal, accounting, property management and consulting services, so long as such services are reasonable and necessary to carrying out the trust's purposes and any fees paid to such trustee are not excessive.

K. For their services as trustees hereunder, the trustees shall be entitled to reasonable fees commensurate with their respective duties and responsibilities, taking into account the value and nature of the trust fund and the time and work involved. The trustees shall also be entitled to reimbursement for all reasonable expenses incurred in such capacity. Such compensation and reimbursement may be charged to principal or to income or partly to each in the discretion of the trustees.

SIXTH.

A. In extension and not in limitation of the common law and statutory powers of the trustees and other powers granted in this Declaration of Trust, the trustees shall have the following discretionary powers:

1. To retain for any period of time without limitation, and without liability for loss or depreciation in value, any property transferred to the trustees, including partnership interests (whether general, special, or limited), even though the trustees could not properly purchase the property as a trust investment and though its retention might violate principles of investment diversification;

2. To sell at public or private sale, wholly or partly for cash or on credit, contract to sell, grant or exercise options to buy, convey, transfer, exchange, or lease (for a term within or extending beyond the term of the trust) any real or personal property of the trust, and to partition, dedicate, grant easements in or over, subdivide, improve, and remodel, repair, or raze improvements on any real property of the trust, and in general to deal otherwise with the trust property in such manner, for such prices, and on such terms and conditions as any individual might do as outright owner of the property; provided, however, subject to the provisions of Section 4944 of the Code and except for any interest the trust may own in any residential property, wherever located, it is Norman M. Kronick's desire that the trust retain ownership of all commercial real property interests owned by the trust indefinitely unless the trustees unanimously approve a sale or other disposition of any of the trust's commercial real property interests;
3. To borrow money at interest rates then prevailing from any individual, bank, or other source, and to create security interests in the trust property by mortgage, pledge, or otherwise; provided, however, the trust shall not obtain nor shall the trustees consent to any loan secured by any real property owned by the trust unless such loan is made on a non-recourse basis to the trust (i.e., the trust shall have no personal or corporate liability for the payment of the loan and the lender may look only to the security provided by its collateral documents to enforce payment of the loan), the trustees unanimously approve the loan, and the proceeds of the loan are used for the purposes of acquiring real property for the trust, or constructing, renovating or repairing improvements on trust property, or purchasing another party's interest in real property (or such party's interest in a partnership, corporation or other entity owning title to such real property) in which the trust owns a direct or indirect interest;
4. To invest in bonds, common or preferred stocks, notes, real estate mortgages, common trust funds, mutual funds, shares of regulated investment companies, and other common or commingled investment funds, currencies, partnership interests (whether general, special, or limited), interests as members in limited liability companies, or other securities or property, real or personal, domestic or foreign, including partial interests, such as life estate, term or remainder interests, without being limited by any statute or rule of law governing investments by trustees;
5. To make allocations, divisions, and distributions of trust property in cash or in kind, or partly in each; to allocate different kinds or disproportionate shares of property or undivided interests in property among the beneficiaries or separate trusts; and to determine the value of any property so allocated, divided, or distributed;
6. To exercise in person or by general or limited proxy all voting and other rights, powers, and privileges and to take all steps to realize all benefits with respect to stocks or other securities; and to enter into or oppose, alone or with others, voting trusts, mergers, consolidations, foreclosures, liquidations, reorganizations, or other changes in the financial structure of any corporation;

7. To cause any security or other property to be held, without disclosure of any fiduciary relationship, in the name of the trustees, in the name of a nominee, or in unregistered form;

8. To pay all expenses incurred in the administration of the trust, including reasonable compensation to any trustee, and to employ or appoint and pay reasonable compensation to accountants, depositories, investment counsel, attorneys, attorneys-in-fact, and agents (with or without discretionary powers);

9. To deal with the fiduciary or fiduciaries of any other trust or estate, even though the trustee is also the fiduciary or one of the fiduciaries of the other trust or estate;

10. To compromise or abandon any claim in favor of or against the trust;

11. To sell, convey, lease or otherwise deal with any oil, gas, and other minerals and mineral rights and royalties, and operate and develop oil, gas, and other mineral properties and interests;

12. To receive any property, real or personal, to be added to the trust by lifetime or testamentary transfer, or otherwise, if the trustees consent in writing and provided that such property is reserved only for and within the purposes and objects of the trust;

13. To execute instruments of any kind, including instruments containing covenants and warranties binding upon and creating a charge against the trust property and containing provisions excluding personal liability;

14. To deal with matters involving the actual or threatened contamination of trust property (including interests in sole proprietorships, partnerships or corporations and any assets owned by such business entities) by hazardous substances, or involving compliance with environmental laws. All expenses and costs incurred by the trustees pursuant to the authority granted under this subparagraph shall be charged against income or principal as the trustees shall determine. When used in this document the term "hazardous substance(s)" shall mean any substance defined as hazardous or toxic or otherwise regulated by any federal, state or local law(s), rule(s) or regulation(s) relating to the protection of the environment or human health ("environmental law(s)");

15. To perform all other acts necessary for the proper management, investment, and distribution of the trust property.

B. The trustees are specifically prohibited from:

1. Engaging in any action of self-dealing as defined in Section 4941(d) of the Code.

2. Retaining any excess business holdings as defined in Section 4943(c) of the Code.
3. Making any investments in such manner as to subject the trust to tax under Section 4944 of the Code.
4. Making any taxable expenditures as defined in Section 4945(d) of the Code.

C. The trustees shall meet the minimum payout requirement as defined in Section 4942 of the Code.

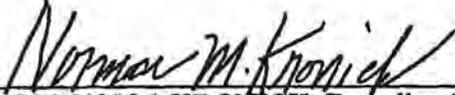
SEVENTH. The trustees' powers are exercisable solely in the fiduciary capacity consistent with and in furtherance of the charitable purposes of this trust as specified in Article Third and not otherwise.

EIGHTH. In this Declaration of Trust and in any amendment to it, the references to "trustees" mean the one or more trustees, whether original or successor, for the time of being in office.

NINTH. Any person may rely on a copy, certified by a notary public, of the executed original of this Declaration of Trust held by the trustee, and of any of the notations on it and writings attached to it, as fully as he might rely on the original documents themselves. Any such person may rely fully on any statements of fact certified by anyone who appears from such original documents or from such certified copy to be a trustee under this Declaration of Trust. No one dealing with the trustees need inquire concerning the validity of anything the trustees purport to do. No one dealing with the trustees need see to the application of anything paid or transferred to or upon the order of the trustees of this trust.

TENTH. This Declaration of Trust is to be governed in all respects by the laws of the State of Texas.

Executed effective as of the date first set forth above.



NORMAN M. KRONICK, Founding Trustee

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

BEFORE ME, the undersigned notary public, on this day personally appeared NORMAN M. KRONICK, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 14 day of August, 2008

(PERSONALIZED SEAL)

Kathy Gregory
Notary Public



M:\Kronick\ Foundation Trust Agmt (EBM 8.13.08).doc

ATTACHMENT 6

[see attached]

**FIRST AMENDMENT
TO
THE FORT WORTH FOUNDATION TRUST**

This First Amendment to The Fort Worth Foundation Trust (this "Amendment") is entered into this 14 day of July, 2009, by NORMAN M. KRONICK, sole Trustee of THE FORT WORTH FOUNDATION TRUST.

WHEREAS, under the terms of Article Fourth of the Declaration of Trust of The Fort Worth Foundation Trust (the "Declaration"), NORMAN M. KRONICK reserved the right to amend the Declaration by a written instrument signed and acknowledged by him; and

WHEREAS, NORMAN M. KRONICK now desires to amend the Declaration in certain particulars.

NOW, THEREFORE, NORMAN M. KRONICK amends the Declaration as follows:

1. Article Sixth of the Declaration is hereby amended to add a new paragraph D at the end thereof which shall read in its entirety as follows:

"D. At any time after the term of service of NORMAN M. KRONICK as Founding Trustee, the Managing Trustees may appoint one of their members to act as the Administrative Trustee. If appointed, the Administrative Trustee shall be responsible for the day-to-day management of the trust and its operations, business and affairs. Without limitation, but subject to the express limitations set forth in this Article Sixth, the Administrative Trustee is authorized on behalf and in the name of the trust to:

1. Manage, lease and operate all trust real property and execute leases and such other documents necessary or appropriate to carry out such functions;
2. Open, maintain and close bank accounts and draw checks for the payment of money;
3. Hire consultants, attorneys, accountants and other agents for the trust as the Administrative Trustee may deem necessary, advisable or appropriate;
4. Apply for and obtain any and all necessary consents, approvals, permits, variances and the like necessary for the operation and development of the trust's real property;
5. Pay, at the expense of the trust, all bills and expenses and other expenditures of the trust as such bills become due;

6. Obtain all necessary insurance coverage as is deemed necessary by the Administrative Trustee, given the nature of the trust's property and the risks associated with the operation of such property;

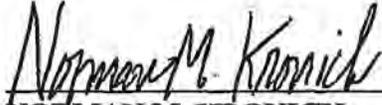
7. Employ, coordinate and supervise employees and contractors necessary to manage the assets of the trust and perform its charitable purposes; and

8. Perform all other duties and exercise such other powers delegated to the Administrative Trustee by the Managing Trustees.

It is the desire of NORMAN M. KRONICK that SANDRA KNIGHT serve as the initial Administrative Trustee and that she serve in this capacity for as long as she is willing and able to do so, unless she is earlier removed as the Administrative Trustee by the affirmative vote of at least seventy-five percent (75%) of the other Managing Trustees."

2. Except as expressly provided herein, all of the terms and conditions of the Declaration are not amended, modified or affected by this Amendment. To the extent of any conflict between the terms of this Amendment and the Declaration, the terms of this Amendment shall control. In all other respects, I hereby confirm the Declaration, as amended by this Amendment.

EXECUTED as of the date first set forth above.



NORMAN M. KRONICK,
Founding Trustee

ATTACHMENT 7

[see attached]

APPOINTMENT OF ADMINISTRATIVE TRUSTEE

This Appointment of Administrative Trustee is executed as of September 21, 2010, by the undersigned Managing Trustees of The Fort Worth Foundation Trust.

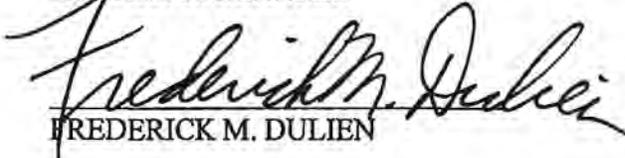
WHEREAS, by Declaration of Trust dated August 14, 2008, Norman M. Kronick established The Fort Worth Foundation Trust (the "Foundation");

WHEREAS, the Declaration of Trust was amended by Norman M. Kronick pursuant to that certain First Amendment dated July 14, 2009;

NOW, THEREFORE, the undersigned Managing Trustees, acting pursuant to Paragraph D of Article Sixth of the Declaration of Trust, as amended, hereby appoint and designate Sandra Knight as the initial Administrative Trustee to exercise such powers as described in such Paragraph D, Article Sixth and such other powers as may be specifically delegated to the Administrative Trustee by the Managing Trustees.

EXECUTED as of the date first set forth above.


RONALD L. BERNELL


FREDERICK M. DULIEN


SANDRA KNIGHT


E. BRAD MAHON


GREGG M. STIEBER