Frances Opelle's Leases at Olo

Documents

The Coke House Lease

The Ground Lease

The Contract for Sale-Residential Property

Transfer of Lease by Supplemental Agreement

The Alai Lease Amendment

Alai Family notice of Non-Renewal

The Family Conversation

Summary of Issues, 2016

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Frances' Leases at Olo:

The "Coke House" Lease

December 1, 1965

LEASE

Maputasi County (S.S.)
American Samoa

This lease made this first day of December, 1965, by and between Lena P. Kneubuhl, party of the first part and Bottling Corporation of Samoa, party of the second part,

WITNESSETH: That for and in consideration of the sum of forty dollars ($40.00) per month the said Lena P. Kneubuhl for herself, her heirs, and assigns does hereby lease unto the said Bottling Corporation of Samoa, its successors, and assigns that portion of land situated at Olo, County of Tualatai, Western District, Island of Tutuila, American Samoa, property of Lena P. Kneubuhl and known and described as Plot "AA", as follows:

> Beginning at the same point as defined commencing Plot "A"; run thence East 440 feet to a point; thence South 200 feet to a point; thence West 450 feet to a point; thence N 03 degrees 33 minutes 40 secondes E, 205 feet to a point of beginning, containing an area of 2.057 acres, more or less.

The term of this lease shall be for a period of Thirty (30) years from the date above written.

It is further agreed by the parties signatory hereto that the said rental of forty dollars ($40.00) shall be paid in advance on the first day of each calendar month.

Should either party violate the terms of this lease for a period of 30 days after notice of such violation, the same may be cancelled by the complaining party without further notice.

The party of the second part further covenants to use this parcel of land for residential purposes only except for such other activities which are not inconsistent with enjoyment of residential use.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first written above.

Frances K. Opelle
Witness

Lena P. Kneubuhl
Lena P. Kneubuhl

BOTTLING CORPORATION OF AMERICAN SAMOA

D.C. Kneubuhl
D.C. Kneubuhl, Secretary

W. R. Opelle
W. R. Opelle, Treasurer

Filed 2/7/1969
Recorded: Native Leases
Volume IV p. 6, August 11, 1969

ASSIGNMENT OF LEASE

BOTTLING CORPORATION OF AMERICAN SAMOA, INC., the party of the first part and FRANCES K. OPELLE, the party of the second part, being desirous of entering into an agreement whereby the party of the first part wishes to assign to the party of the second part a certain leasehold interest do hereby undertake the following agreement:

1. That the leasehold agreement attached between the party of the first part and Lena P. Kneubuhl with respect to certain land at Olo, Tutuila, American Samoa, and dated as beginning December 1, 1965, and running for a period of thirty years, does hereby assign, quitclaim and grant all its rights and interests therein to Frances K. Opelle in consideration of $10 (ten US dollars) to be paid by the party of the second part to the party of the first part;

2. That all rights, covenants, and duties belonging to the party of the first part in said lease shall be fully undertaken, [obeyed] and be the responsibility of the party of the second part.

Done this ___7th____ day of February, 1969. [fvt]

Registration: Unintelligible. See next page.

Filed 2/7/1969
Recorded: Native Leases
Volume IV p. 6, August 11, 1969

ASSIGNMENT OF LEASE

BOTTLING CORPORATION OF AMERICAN SAMOA, INC., the party of the first part and FRANCES K. OPELLE, the party of the second part, being desirous of entering into an agreement whereby the party of the first part wishes to assign to the party of the second part a certain leasehold interest do hereby undertake the following agreement:

1. That the leasehold agreement attached between the party of the first part and Lena P. Kneubuhl with respect to certain land at Olo, Tutuila, American Samoa, and dated as beginning December 1, 1965, and running for a period of thirty years, does hereby assign, quitclaim and grant all its rights and interests therein to Frances K. Opelle in consideration of $10 (ten US dollars) to be paid by the party of the second part to the party of the first part;

2. That all rights, covenants, and duties belonging to the party of the first part in said lease shall be fully undertaken, [obeyed] and be the responsibility of the party of the second part.

Done this ___7th____ day of February, 1969. [fvt]

Registration: Unintelligible. See next page.

ASSIGNMENT OF LEASE

FILED 2/7/69

BOTTLING CORPORATION OF AMERICAN SAMOA, INC., the party of the first part and FRANCES K. OPELLE, the party of the second part, being desirous of entering into an agreement whereby the party of the first part wishes to assign to the party of the second part a certain leasehold interest do hereby undertake the following agreement:

1. that the leasehold agreement here attached between the party of the first part and Lena P. Kneubuhl with respect to certain land at Olo, Tutuila, American Samoa, and dated as beginning December 1, 1965, and running for a period of thirty years, does hereby assign, quitclaim and grant all its rights and interests therein to Frances K. Opelle in consideration of $ [illegible] (for U.S. Dollars) to be paid by the party of the second part to the party of the first part;

2. that all rights, covenants, and duties belonging to the party of the first part in said lease shall be fully undertaken, enjoyed and be the responsibility of the party of the second part.

Done this 7th day of FEBRUARY, 1969 A.D.

RECORDED IN Native Leases
VOLUME IV P. 65
DATE Aug. 11 1969

BOTTLING CORPORATION OF AMERICAN SAMOA, INC. by

party of the first part

Frances K. Opelle

FRANCES K. OPELLE
party of the second part

Approved: Lena P Kneubuhl

LENA P. KNEUBUHL

SIGNED, SEALED, AND DELIVERED IN MY PRESENCE, ON THIS 7TH DAY OF FEBRUARY, 1969.

T. V. VAOVAA
TERRITORIAL REGISTRAR
GOVERNMENT OF AMERICAN SAMOA

RECORDED IN Native Leases
VOLUME IV P. 6
DATE Aug. 11, 1969
HR
TERRITORIAL REGISTRAR
GOVERNMENT OF AMERICAN SAMOA

Frances Opelle's Leases at Olo:

The Alai Lease and Litigation

The "Ground Lease" Between Frances and the Morans

December 31, 1979

Territorial Registrar's Office
RECEIVED
Date 3.24.80 Hour 10:23 a.m.

GROUND LEASE

This Lease made and entered into by and between Mrs. Francis Kneubuhl Opelle, et. al., referred to as "Lessor," and Priscilla Moors Muench and Lawrence R. Moran, referred to as "Lessee."

ARTICLE 1. DEMISE OF LEASED LAND

Leased Land

Lessor for and in consideration of the rents, covenants, and conditions herein contained to be kept, performed, and observed by Lessee, does lease and demise to Lessee, and Lessee does rent and accept from Lessor, the real property, referred to as "Leased Land" described in Exhibit A, attached hereto and incorporated herein by reference as follows:

All that certain Real Estate Lying in the South West End of Plot "A," Lena Kneubuhl Sub Division (Dwg;)#RPS-2-3-67). Near the Village of Taputimu, more accurately described as follows:

Azimuth of 127° 10'00", a distance of 47.74 feet, thence on an " " 106° 10'00", " " " 85.50 " , " "
" " " 85° 58'00", " " " 88.58 " , " "
" " " 76° 26'00", " " " 146.50 " , " "
" " " 46° 30'00", " " " 120.33 " , " "
" " " 349° 04'21.52", " " 130.00 " , " "
" " " 259° 02'34.42", " " 249.617 " , " "
" " " 207° 57'45", " " " 150.00 " , closing back to the P.O.B. An Area of 1.600 Acres; more or less.

Lessor's Warranty of Title

Lessor hereby represents and warrants that Lessor is

Lessor's Warranty of Quiet Enjoyment

Lessor covenants and agrees that Lessee upon paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Land during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor.

ARTICLE 2. LEASE TERM

Commencement After Construction Completed

The term of this Lease shall commence on December 31st, 1979, and end thirty-five (35 yrs.) years after the first day of the first calendar month following the month during which a residence is completely constructed on the Leased Land and all fixtures and equipment are installed by Lessee, referred to as "Lease Term"; provided, however, that in no event shall the Lease Term commence on a date later than June 30th, 1980.

Holdover

If Lessee shall hold over after the expiration of the Lease Term, or any extension, such tenancy shall be from month to month on all the terms, covenants, and conditions of this Lease.

ARTICLE 3. RENT, TAXES, AND UTILITIES

Monthly Rent-Proration

Lessee agrees to pay to Lessor as rent for the Leased Land the sum of Twenty Dollars ($20) per month for each month from the construction completion date, payable tri-monthly. In the event this Lease commences on some date other than the first day of the month, the first month's rent shall be prorated to reflect the actual period of tenancy.

Regular Rent

Thereafter, a regular rental, payable in advance on the first day of each and every calendar year during the term hereof, the sum of Two-hundred and Forty Dollars ($240).

Provided, however, that no rentals shall accrue or become due and payable until the date on which the Lease Land is delivered to Lessee free and clear of all improvements except as may be covered by this Lease or belong to Lessee.

Rent Adjustment

(a) The rental rates are subject to adjustment at the then existing basis of the purchase value of the dollar in relation to the value of at the time this lease was instituted, the first adjustment to be made January 1st, 1986.

Maximum Amount

(b) Any adjustment for the five (5) year period shall not exceed three (3) percent times the number of years of the lease term that have expired times the rental, that is:

3% x number of years expired x rental as set forth in the Monthly-Rent-Proration Section + the rental as set forth in the Monthly Rent-Proration Section = new rent.

Lessee to Pay Taxes

Lessee agrees to pay direct to the taxing authorities of the city, county, or state in which the Leased Land is located all real property taxes, special taxes, or assessments, including street improvement liens if any, and all property taxes on personal property located on the Leased Land, levied or assessed upon or against the Leased Land during the Lease Term of any extension.

Proration

For any fraction of a tax year at the beginning or end of the term, or any extension, Lessee's obligation shall be

prorated as of the commencement or end of the Lease Term, or any extension. For any such fraction of a tax year at the beginning of said term, Lessee agrees to reimburse Lessor for its portion of such taxes within sixty (60) days after presentation to Lessee of receipted copies of the bills covering the same. For any such fraction of a tax year at the end of the Lease Term, or any extension, Lessor agrees to reimburse Lessee for Lessor's portion of such taxes within ten (10 dy's) days after presentation to Lessor of receipted copies of the tax bills.

Installment Payment

In the event any special tax or assessment is levied or assessed on the Leased Land which becomes due and payable during, and the delinquency date for which falls within, the Lease Term, or any extension, which tax or assessment may be legally paid in installments (whether by subjecting the demised to property to bond or otherwise), Lessee shall have the option to pay such tax or assessment in installments. In the event of such election, Lessee shall be liable for only those installments of such tax or assessment which become due and payable during, and the deliquency date for which falls within, the Lease Term, or any extension. Lessor agrees to execute or join with Lessee in the execution of any application or other instrument that may be necessary to permit the payment of such special tax or assessment in installments.

Excluded Taxes

Lessee shall not be required to pay any franchise, estate, inheritance, succession, capital levy, or transfer tax of Lessor, or any income, excess profits or revenue tax, or any other tax, assessment, charge, or levy upon the rent payable by Lessee under this Lease, and all such taxes, assessments, charges, and levies shall be payable by Lessor.

Contest

Lessee shall have the right to contest the amount or validity of any such tax by appropriate legal proceedings. Lessor shall, upon request, join in any such proceedings if Lessee determines that it shall be necessary or convenient for Lessor to do so in order for Lessee to prosecute such proceedings properly.

Lessee to Pay Utility Charges

Lessee shall pay or cause to be paid all charges for water, gas, electricity, sewers, and any and all other utilities used upon the Leased Land throughout the term of this Lease, including any connection fees.

ARTICLE 4. USE OF PREMISES

Primary Use

Lessee shall have the right to use the Leased Land for any lawful purposes. In this connection, and without detracting from the foregoing, it is understood and agreed that the primary purpose for which the Leased Land has been leased and hired is for the development and construction of a residence.

Termination if Use Becomes Unlawful, Impossible, or Impractical

If it is or becomes unlawful for Lessee, or anyone holding under Lessee directly or indirectly, to conduct any particular operation or to erect or maintain any particular structure or equipment on the Leased Land, or if any part of the Leased Land or the approaches thereto are condemned or changed by public authority, or if any highway or street change is made diverting or rerouting traffic away from the Leased Land, so that it becomes impossible or impracticable to use the Leased Land as it was being used at the time or

Hundred and Eighty (180 da's) day's notice in writing of such termination.

Rent Abatement if Premises are Temporarily Unusable

If, as a result of causes other than those hereinabove set out, such as earthquake, fire, flood, strikes, riots, insurrection, or other similar or different causes beyond the control of Lessee, the Leased Land shall become unusable from a practical standpoint, for purposes for a period of Ninety (90 da's) consecutive days or longer, then Lessee, may, by notice in writing from Lessee to Lessor, at any time prior to the date when this Lease would otherwise terminate, further extend this Lease, without the requirement of the payment of rent, for the period of time which the Leased Land was unusable from a practical standpoint for purposes.

ARTICLE 5. CONSTRUCTION BY LESSEE

Lessee's Right to Build-General Conditions

Lessee shall have the right at any time and from time to time during the term of this Lease, to erect, maintain, alter, remodel, reconstruct, rebuild, replace, and remove residential buildings and other improvements on the Leased Land, and correct and change the contour of the Leased Land, subject to the following conditions:

(a) The cost of any such construction, reconstruction, demolition, or of any change, alteration, or improvements, shall be borne and paid for by Lessee, subject to such reimbursements as provided for herein.

(b) The Leased Land shall at all times be kept free of mechanic's and materialman's liens, as hereinafter more specifically provded.

(c) Lessor shall receive copies of architect's drawings showing the exterior appearance and dimensions of major improvements improvements, upon approval basis, such approval not to be unreasonably withheld.

(d) Lessor shall be notified at the time of commencement of any work.

(e) This lease prescribes only one residential building and appartences upon the property.

Easements and Dedications

In order to provide for the more orderly development of the Leased Land, it may be necessary, desirable, or required that street, water, sewer, drainage, gas, power line, and other easements and dedications, and similar rights be granted or dedicated over or within portions of said Leased Land. As one of the moving considerations to Lessee for the execution of this Lease, Lessor shall, upon request of Lessee, join with Lessee in executing and delivering such documents, from time to time, and throughout the term of this Lease, as may be appropriate, necessary, or required by the several governmental agencies, public utilities, and companies for the purpose of granting such easements and dedications.

Commencement of Construction

Lessee expects to commence construction of a Residence within Ninety (90 da's) days after possession is delivered to Lessee or after issuance of all necessary permits and other authorizations, whichever is later.

Lessee's Ownership of Improvements and Fixtures

(a) It is expressly understood and agreed that any and all buildings, improvements, fixtures, machinery, and equipment of whatsoever nature at any time constructed, placed, or maintained upon any part of the Leased Land shall be and remain the property of Lessee, or its sublessees, as their interests may

Purchase of Improvements by Lessor

The Lessor shall have the right to purchase the improvements within five (5) years after the demise of the Lessee, from their executors or Administrators at depreciated value at time of acquisition, at which the Lease is terminated.

In the event this Lease is terminated for any reason, whether by operation of law or otherwise, before the end of the Lease Term, Lessor will be obligated to pay to Lessee and for their duty lawful successors, the then in place fair market value or the original construction less depreciation at the rate of two (2%) percent per year from the date of completion, whichever is greater, of all Lessee owned improvements located on the Leased Land, and at such time all such improvements shall become the property of Lessor. The value of such land improvements that may be permanent are to be based on the cost thereof at the time such improvements were made, plus the then fair value of US dollars as specified in Article 3 of this document. (see 3-b)

ARTICLE 6. MECHANIC'S LIENS

Prohibition of Liens on Fee or Leasehold Interest

Lessee shall not suffer or permit any mechanic's liens or other liens to be filed against the fee of the Leased Land nor against Lessee's leasehold interest in the land nor any buildings, or improvements on the Leased Land by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee or anyone holding the Leased Land or any part thereof through or under Lessee.

Removal of Liens by Lessee

hereby agrees to indemnify and save Lessor harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure upon said mechanic's lien, cause the same to be discharged and removed prior to the execution of such judgment.

ARTICLE 7. CONDEMNATION

Voluntary Conveyance

A voluntary conveyance by Lessor to a public utility, agency, or authority under threat of taking under the power of eminent domain in lieu of formal proceedings shall be deemed a taking within the meaning of this article.

ARTICLE 8. DEFAULT AND REMEDIES

Time for Curing Default

No failure to perform any condition or covenant of this Lease shall entitle Lessor to terminate this Lease unless (a) such failure shall have continued for One-Hundred-Eighty (180 da's) days after notice in writing requiring the performance of such condition or covenant shall have been given to Lessee; and (b) if such default is of such a nature that it cannot be remedied within this time, then unless Lessee shall fail to cure such default within such additional time as is reasonably necessary to cure the default, provided that Lessee shall commence to cure the default within this period and thereafter shall diligently continue the curing of the default.

Priscilla Moore Munch
Lawrence Lazarus

ARTICLE 9. EXECUTION, RECORDING, AND INCORPORATION BY REFERENCE

Offer and Acceptance

Execution of this Lease by Lessee constitutes an offer which shall not be deemed accepted by Lessor until Lessor has

this Lease for examination does not constitue an offer, reservation, or option for the Leased Land.

Recording

The parties shall, concurrently with the execution of this Lease, execute, acknowledge, and record the memorandum lease, attached as Exhibit A and made a part of this Lease. Following recording the memorandum shall be reattached to this Lease.

Counterparts

This Lease, consisting of Ten (10) pages, has been executed by the parties in several counterparts, each of which shall be deemed to be an original copy.

Exhibits

Exhibits A and B inclusively are attached and made a part of this Lease.

Execution

This Lease has been executed by the parties on December 31, 1979.

LESSEE

Frances Knuebuhl Opelle

By Frances Knuebuhl Opelle

LESSOR

Priscilla Moors Muench

By Priscilla Moors Muench

Lawrence R. Moran

RECORDED IN Lease Agreement
VOLUME 44-80 P. 1
DATE: 3-24- 19 80
HR. 10:30 a.m.
TERRITORIAL REGISTRAR
AMERICAN SAMOA GOVERNMENT

Frances Opelle's Leases at Olo:

The Alai Lease and Litigation

The "Contract for Sale of Residential Property"

October 28, 1986

TERRITORIAL REGISTRAR'S
RECORDATION DATA:

RECEIVED BY: _____
DATE RECEIVED: _____
RECORDED IN: _____
VOLUME No. _____ PAGE: _____
DATE RECORDED: _____
TIME/HOUR: _____
BY: _____
TERRITORIAL REGISTRAR OF
AMERICAN SAMOA

CONTRACT OF SALE
OF
RESIDENTIAL PROPERTY

This Agreement is made by AITOFELE T. SAGAPOLUTELE, Attorney at Law and Administrator of the Estate of LAWRENCE R. MORAN, whose business address is P.O. Box 610, R.E. Pritchard Building, Fagatogo, American Samoa, hereinafter referred to as Seller; and Mr. Suhayl Ala'i of P.O. Box 698, American Samoa, hereinafter referred to as Purchaser; for the sale and purchase of the property hereinafter described.

Section One
PROPERTY SOLD; PRICE

Seller is the Administrator of the Estate/Owner of the residential real property located on land called "Olo", at the village of Taputimu, County of Tualatai, Territory of American Samoa, more particularly described as a single-story four-bedroom home, a garage and a keeper's shelter, together with the improvements thereon, all appurtenances thereto, and fixtures and equipment within the improvements. Seller shall sell and convey, and Purchaser shall purchase the above-described real and personal property, hereinafter referred to as property for the total

price of TWENTY-SIX THOUSAND FIVE HUNDRED FORTY DOLLARS ($26,540.00).

Section Two
PAYMENT

The purchase price shall be paid in three installment payments as follow:

(1) SIX THOUSAND DOLLARS ($6,000.00) on October 28, 1986, the date this Sales Contract is executed;

(2) EIGHT THOUSAND DOLLARS ($8,000.00) on April 30, 1987; and

(3) The balance of TWELVE THOUSAND FIVE HUNDRED FORTY ($12,540.00) on October 31, 1987.

Section Three
RESERVATION OF TITLE

Title in property shall be reserved by Seller until the purchase price is fully paid and this Contract fully performed by Purchaser. Seller has caused to have executed on _____, a Transfer of Lease of Real Property upon which property herein is situated, to Purchaser, in term and content satisfactory to Purchaser. The ground lease dated December 31, 1979, and recorded on March 24, 1980, at the Territorial Registrar, Vol. LA-80, however, and by virtue of this Contract of Sale, has been assigned to the Purchaser.

Section Four
TITLE; TAXES AND ASSESSMENTS

Purchaser has examined Seller's title to property and the title is satisfactory to Purchaser. This Contract, or a counterpart thereof, shall be recorded in the Office of the Territorial Registrar of American Samoa immediately after

execution hereof. During the life of this Contract Purchaser shall pay when due all taxes and assessments against property hereafter assessed or levied.

Section Five
INSURANCE

During the life of this Contract, Purchaser shall insure and keep insured against loss or damage to the improvements and personal property above-referenced to. All such insurance shall show Seller and Purchaser as co-insureds, as their interests may appear.

Section Six
TRANSFER OF POSSESSION; UTILITY CHARGES

Seller shall deliver property to Purchaser on _____, 1986, and the improvements and personal property shall be substantially in their present condition and unoccupied. On the day of transfer, all utility meters shall be read and utility services placed in Purchaser's name. Purchaser shall be responsible for payment of all utility charges after such date. Prior utility charges shall be paid by the Seller.

Section Seven
TIME OF ESSENCE; DEFAULT

Time is of the essence of this Contract. If Purchaser fails to make any payment on the purchase price, to pay taxes and assessments prior to delinquency, to maintain insurance as herein provided and pay all premiums therefor, or to perform any other obligations on his part to be performed, such failure shall be deemed to be a material breach of this Contract. If such failure continues for 30 days, Seller; at his option, may elect to declare this Contract rescinded and terminated, and all rights of

Purchaser thereunder forfeited. On the final rescission of this Contract and termination and forfeiture of Purchaser's rights hereunder, Seller shall be entitled to immediate possession of property and shall have the right of re-entry thereof without additional notice or demand.

Section Eight
ATTORNEY'S FEES

In case either action is brought by either party to enforce this Contract or any provision thereof, the successful party in such action shall be entitled to attorney's fees in addition to ordinary costs of suit.

EXECUTED this 28th day of October, 1986, at Fagatogo, American Samoa.

SUHAYL ALA'I
PURCHASER

AITOGELELE T. SAGAPOLUTELE
Administrator of Lawrence R. Moran Estate/SELLER

Territory of American Samoa)
)
County of Ma'uputasi)
)

On this 28th day of October, 1986, in Fagatogo, American Samoa, before me personally appeared SUHAYL ALA'I, Purchaser, known to be the person named in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

GOVT. OF AM. SAMOA NOTARY PUBLIC MERLE ANN SALA

Merle Ann Sala
NOTARY PUBLIC

My commission expires: 12/31/88

///

///

Territory of American Samoa)
)
County of Ma'uputasi)
)

On this 5th day of October, 1986, in Fagatogo, American Samoa, before me personally appeared AITOFELE T. SAGAPOLUTELE, Administrator of the Estate of Lawrence R. Moran, to me known to be the person named in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

GOV'T. OF AM. SAMOA [Seal] NOTARY PUBLIC MERLE ANN SALA

Merle Ann Sala
NOTARY PUBLIC

My commission expires: 12/31/88

Frances Opelle's Leases at Olo:

The Alai Lease and Litigation

The "Transfer of Lease to New Lessee by Supplemental Agreement"

December 11, 1986

Exhibit #4 in Litigation of 2001

TERRITORIAL REGISTRAR'S RECORDATION DATA:

RECEIVED BY:
DATE RECEIVED: 12/12/86
RECORDED IN: General Plat.
VOLUME No. 086 PAGE: 109
DATE RECORDED: 12/12/86
TIME/HOUR: 11:30 a.m.
BY
TERRITORIAL REGISTRAR OF AMERICAN SAMOA

TRANSFER OF LEASE TO NEW LESSEE BY SUPPLEMENTAL AGREEMENT

Agreement made this 11th day of December, 1986, between FRANCES K. OPELLE of P.O. Box 1176, San Juan Capistrano, California 92693, hereinafter referred to as Lessor; and SUHAYL ALA'I of Tafuna, American Samoa, hereinafter referred to as Lessee.

RECITALS

1. Lessor hereto has entered into a lease agreement with Priscilla Moore Muench and Laurance R. Moran as lessees, dated December 31, 1979, recorded in Lease Agreement, Vol. LA-80, Page 1, Territorial Registrar's Office, American Samoa Government, a copy of which is attached hereto as Exhibit "A", affecting property described as follows:

> All that certain Real Estate lying in the Southwest end of Plat "A", Lona Kneubuhl Subdivision (Dwg. #RPS-2-3-67), Near the village of Tuputimu, more accurately described as follows:
>
> "Azimuth of 127° 10'00", a distance of 47.74 feet, thence on an azimuth of 106° 10'00", a distance of 85.50 feet, thence on an azimuth of 85° 58'00", a distance of 88.58 feet, thence on an azimuth of 76° 26'00", a distance of 146.80 feet, thence on an azimuth of 46° 30'00", a distance of 120.33

EXHIBIT 4

"feet, thence on an azimuth of 349° 30'00", a distance of 130.00 feet, thence on an azimuth of 259° 01'34.42", a distance of 249.617 feet, thence on an azimuth of 207° 57'45", a distance of 150.00 feet, closing back to the POB. An area of 1.600 acres; more or less."

2. By the terms of the 1979 lease agreement between Lesso and Muench-Moran, Lessor has the right to purchase the improvements within five (5) years after the demise of the Lessee fro their Administrators at depreciated value at time of acquisition at which the lease is terminated.

3. The last surviving Lessee, Mr. Lawrence R. Moran, dic on May 13, 1984.

4. By letter of Lessor to new Lessee Suhayl Ala'i, date November 19, 1984, Lessor has assigned to Mr. Suhayl Ala'i hu right to purchase the improvement as above-stated in Recital 2.

5. By Court Order entered on April 16, 1985, Administrators of Lawrence R. Moran's estate were authorized to sell th improvements referred to in Recital 2.

6. Parties herein, Lessor Opelle and Lessee Ala'i desir to enter into a new agreement modifying and supplementing the provisions of the 1979 lease agreement between Lessor and Muench. Moran.

In consideration of the mutual covenants contained herein, the parties agree that the lease dated December 31, 1979, betweer Lessor and Priscilla Moore Muench and Lawrence R. Moran for th premises described under Recital 1, shall be modified effective December 11, 1986, as follows:

A. Delete "Monthly Rent-Proration" and "Regular Rent", under Article 3, and insert the following:

Monthly Rent-Proration

Lessee agrees to pay to Lessor as rent for the leased land the sum of Fifty Dollars ($50) per month for each month remaining of the year 1985, payable tri-monthly. In the event this Lease

commences on some date other than the first day of the month, t
first month's rent shall be prorated to reflect the actual peri
of tenancy.

Regular Rent

Thereafter, a regular rental, payable in advance on the first day of each and every calendar year during the ter hereof, the sum of Six Hundred Dollars ($600.00).

Provided, however, that no rentals shall accrue or becom due and payable until the date on which the leased land is d livered to Lessee free and clear of all improvements except may be covered by this Lease or belong to Lessee.

B. Lessor hereby grants to Lessee the option to extend renew this Lease for a further term of 30 years; provided, how ever, that written notice of the exercise of this option shall given by Lessee to Lessor at least 90 days before the expirati of the original term of this Lease and provided further th this option may be exercised by Lessee only in the event a rents have been fully paid and that all provisions of this Lea on the part of the Lessee to be observed have been fully a faithfully observed. A new lease agreement for the term of su 30 years' extension shall be executed on such renewal, setti out the covenants, conditions and other terms of that new lease

C. Lessor hereby grants to Lessee the right to assign sublease the whole or any part of the leased parcel of land premises thereon provided, however, that written notice of t assignment or sublease shall be given by Lessee to Lessor Th Lessee shall still be responsible for this Lease.

D. Delete "Purchase of Improvements by Lessor" und Article 5, and insert the following:

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Purchase of Improvements by Lessor

This Lease may survive the demise of the Lessee, if his Executor so elects, in which event the Lessee's successors shall enjoy the same rights and assume the same responsibilities as the Lessee in the leased land. Should the Lessee's Executor elect to terminate the Lease upon the Lessee's demise, or should this Lease be terminated for any reason, whether by operation of law or otherwise, before the end of the lease term, the Lessor shall be obligated to pay to the Lessee, or to his successors, the fair market value of all Lessee-owned improvements located on the leased land, and at such time as said payment has been made all such improvements shall become the property of the Lessor.

2. Delete "Rent Adjustment" under Article 3, and insert the following:

Rent Adjustment

The rental rates herein are subject to adjustment at the conclusion of each five-year period commencing with the execution of this Agreement, the first adjustment to be made January 1, 1992.

F. Maximum Amount. Any adjustment for the five-year (5) period shall not exceed three percent (3%) times the number of years of the lease term that have expired times the rental, that is:

3% x number of years expired x rental as set forth in the Monthly Rent-Proration section + the rental as set forth in the Monthly Rent-Proration section = new rent.

However, in no event shall any rent increase exceed fifteen percent (15%).

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IN WITNESS WHEREOF:

The Lessor and Lessee have executed this Lease as of the day and year first above written.

SUHAYL ALA'I, Lessee — FRANCES K. OPELLE, Lessor

State of California)
) ss
County of Orange)

I, Helen Jamison, a Notary Public, do hereby certify that FRANCES K. OPELLE, who is known by me to be the same person whose name is subscribed to the foregoing Transfer of Lease to New Lessee by Supplemental Agreement, and who appeared before me this day in person and acknowledged that she signed said instrument as her free and voluntary act, for the uses and purpose therein.

OFFICIAL SEAL
HELEN JAMISON
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My Commission Expires Jan 10, 1999

Helen Jamison
NOTARY PUBLIC

My commission expires: Jan 10 1999

Territory of American Samoa)
) ss
County of Ma'upuasai)

I, Merle Ann Sala, a Notary Public, do hereby certify that SUHAYL ALA'I, who is known by me to be the same person whose name is subscribed to the foregoing Transfer of Lease to New Lessee by Supplemental Agreement, and who appeared before me this day in person and acknowledged that he signed said

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TERRITORIAL REGISTRAR'S
RECORDATION DATA:

RECEIVED BY: _____
DATE RECEIVED: _____
RECORDED IN: _____
VOLUME No. _____ PAGE: _____
DATE RECORDED: _____
TIME/HOUR: _____
BY: _____
TERRITORIAL REGISTRAR OF
AMERICAN SAMOA

TRANSFER OF LEASE TO NEW
LESSEE BY SUPPLEMENTAL AGREEMENT

Agreement made this _____ day of _____, 1986, between FRANCES K. OPELLE of P.O. Box 1176, San Juan Capistrano, California 92693, hereinafter referred to as Lessor; and SUHAYL ALA'I of Tafuna, American Samoa, hereinafter referred to as Lessee.

RECITALS

1. Lessor hereto has entered into a lease agreement with Priscilla Moors Muench and Lawrence R. Moran as lessees, dated December 31, 1979, recorded in Lease Agreement, Vol. LA-80, Page 1, Territorial Registrar's Office, American Samoa Government, a copy of which is attached hereto as Exhibit "A", affecting property described as follows:

> All that certain Real Estate lying in the Southwest end of Plot "A", Lena Kneubuhl Subdivision (Dwg. #RPS-2-3-67). Near the village of Taputimu, more accurately described as follows:
>
> "Azimuth of 127° 10'00", a distance of 47.74 feet, thence on an azimuth of 106° 10'00", a distance of 85.50 feet, thence on an azimuth of 85° 58'00", a distance of 88.58 feet, thence on an azimuth of 76° 26'00", a distance of 146.50 feet, thence on an azimuth of 46° 30'00", a distance of 120.33

"feet, thence on an azimuth of 349° 30'00", a distance of 130.00 feet, thence on an azimuth of 259° 01'34.42", a distance of 249.617 feet, thence on an azimuth of 207° 57'45", a distance of 150.00 feet, closing back to the POB. An area of 1.600 acres; more or less."

2. By the terms of the 1979 lease agreement between Lessor and Muench-Moran, Lessor has the right to purchase the improvements within five (5) years after the demise of the Lessee from tneir Administrators at depreciated value at time of acquisition, at which the lease is terminated.

3. The last surviving Lessee, Mr. Lawrence R. Moran, died on May 13, 1984.

4. By letter of Lessor to new Lessee Suhayl Ala'i, dated November 19, 1984, Lessor has assigned to Mr. Suhayl Ala'i her right to purchase the improvement as above-stated in Recital 2.

5. By Court Order entered on April 16, 1985, Administrators of Lawrence R. Moran's estate were authorized to sell the improvements referred to in Recital 2.

6. Parties herein, Lessor Opelle and Lessee Ala'i desire to enter into a new agreement modifying and supplementing the provisions of the 1979 lease agreement between Lessor and Muench/Moran.

In consideration of the mutual covenants contained herein, the parties agree that the lease dated December 31, 1979, between Lessor and Priscilla Moors Muench and Lawrence R. Moran for the premises described under Recital 1, shall be modified effective _____, 1986, as follows:

A. Delete "Monthly Rent-Proration" and "Regular Rent", under Article 3, and insert the following:

Monthly Rent-Proration

Lessee agrees to pay to Lessor as rent for the leased land the sum of Fifty Dollars ($50) per month for each month remaining of the year 1985, payable tri-monthly. In the event this Lease

commences on some date other than the first day of the month, the first month's rent shall be prorated to reflect the actual period of tenancy.

Regular Rent

Thereafter, a regular rental, payable in advance on the first day of each and every calendar year during the terms hereof, the sum of Six Hundred Dollars ($600.00).

Provided, however, that no rentals shall accrue or become due and payable until the date on which the leased land is delivered to Lessee free and clear of all improvements except as may be covered by this Lease or belong to Lessee.

B. Lessor hereby grants to Lessee the option to extend or renew this Lease for a further term of 30 years; provided, however, that written notice of the exercise of this option shall be given by Lessee to Lessor at least 90 days before the expiration of the original terms of this Lease and provided further that this option may be exercised by Lessee only in the event all rents have been fully paid and that all provisions of this Lease on the part of the Lessee to be observed have been fully and faithfully observed. A new lease agreement for the term of such 30 years' extension shall be executed on such renewal, setting out the covenants, conditions and other terms of that new lease.

C. Lessor hereby grants to Lessee the right to assign or sublease the whole or any part of the leased parcel of land or premises thereon provided, however, that written notice of the assignment or sublease shall be given by Lessee to Lessor. The Lessee shall still be responsible for this Lease.

D. Delete "Purchase of Improvements by Lessor" under Article 5, and insert the following:

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Purchase of Improvements by Lessor

This Lease may survive the demise of the Lessee, if his Executor so elects, in which event the Lessee's successors shall enjoy the same rights and assume the same responsibilities as the Lessee in the leased land. Should the Lessee's Executor elect to terminate the Lease upon the Lessee's demise, or should this Lease be terminated for any reason, whether by operation of law or otherwise, before the end of the lease term, the Lessor shall be obligated to pay to the Lessee, or to his successors, the fair market value of all Lessee-owned improvements located on the leased land, and at such time as said payment has been made all such improvements shall become the property of the Lessor.

E. Delete "Rent Adjustment" under Article 3, and insert the following:

Rent Adjustment

The rental rates herein are subject to adjustment at the conclusion of each five-year period commencing with the execution of this Agreement, the first adjustment to be made January 1, 1992.

F. Maximum Amount. Any adjustment for the five-year (5) period shall not exceed three percent (3%) times the number of years of the lease term that have expired times the rental, that is:

3% x number of years expired x rental as set forth in the Monthly Rent-Proration section + the rental as set forth in the Monthly Rent-Proration section = new rent.

However, in no event shall any rent increase exceed fifteen percent (15%).

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IN WITNESS WHEREOF:

The Lessor and Lessee have executed this Lease as of the day and year first above written.

SUHAYL ALA'I, Lessee

Frances K. Opelle
FRANCES K. OPELLE, Lessor

State of California)
)
County of Orange) ss
)

I, Helen Jamison, a Notary Public, do hereby certify that FRANCES K. OPELLE, who is known by me to be the same person whose name is subscribed to the foregoing Transfer of Lease to New Lessee by Supplemental Agreement, and who appeared before me this day in person and acknowledged that she signed said instrument as her free and voluntary act, for the uses and purpose therein.

[Seal]

OFFICIAL SEAL
HELEN JAMISON
NOTARY PUBLIC-CALIFORNIA
PRINCIPAL OFFICE IN
ORANGE COUNTY
My commission Expires April 10, 1987

Helen Jamison
NOTARY PUBLIC

My commission expires April 10, 1987

Territory of American Samoa)
)
County of Ma'uputasi) ss
)

I, _____, a Notary Public, do hereby certify that SUHAYL ALA'I, who is known by me to be the same person whose name is subscribed to the foregoing Transfer of Lease to New Lessee by Supplemental Agreement, and who appeared before me this day in person and acknowledged that he signed said

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instrument as his free and voluntary act, for the uses and purpose therein.

[Seal]

NOTARY PUBLIC

My commission expires: _____

Frances Opelle's Leases at Olo:

The Alai Lease and Litigation

"Amendment to Lease Agreement"

April 25, 1997

AMENDMENT TO LEASE AGREEMENT

This amendment to the lease agreement is made this 25th day of April, 1997 between Frances K. Opelle (lessor) and the Estate of Suhayl Ala'i, Lilian Ala'i administrator, for lessee, Suhayl Ala'i who is now deceased.

Whereas Lessor and original lessees, Priscilla Mours Muench and Lawrence Moran, entered into a lease agreement dated 31, December, 1979 and registered with the Territorial Registrar in Lease Agreements Vol. LA-30, Page 1

Whereas lessor and lessee, Suhayl Ala'i had entered into a lease assignment dated 11 December 1986 and registered with the Territorial Registrar in General Misc Vol 1986 page 109.

Whereas lessee, Suhayl Ala'i died August 14, 1995 in Apia, Western Samoa.

Whereas Lilian Ala'i is the duly appointed administrator of the estate of lessee.

Whereas lessor has been informed that said Lilian Ala'i is also the authorized recipient of the assets of the estate of lessee pursuant to the decree of distribution issued by the High Court of American Samoa in PR 44-95.

Whereas Lessor and the administrator desire a formal amendment of the lease to reflect the distribution approved by the High Court.

THEREFORE the parties mutually agree to amend the aforementioned lease agreement to substitute the name of Lilian Ala'i for Suhayl Ala'i.

All other terms and conditions of the lease agreement remain in full force and effect

Dated: 4-25-97

Frances Opelle
Lessee

Dated 4-30-97

Lilian Ala'i
Administrator, Estate of Suhayl Ala'i

EXHIBIT 5

Frances Opelle's Leases at Olo:

The Alai Lease and Litigation

Alai Letter Notice of Non-Renewal

PENDING

Dated:_____