The 1982 Settlement Agreement and Order

including

The Quitclaim out of Olo with

Release and indemnification

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Lena P. Kneubuhl Trust Folio

The 1982 Settlement Agreement

July 16, 1982

Probate No. 008-80

Stipulation and Order

In the Matter of the Estate of Lena Pritchard Kneubuhl

By Douglas C. Kneubuhl, Petitioner

In the Matter of the Estate of Lena Pritchard Kneubuhl

By Ben Kneubuhl, John Kneubuhl, and Marge Kneubuhl Landrigan, Petitioners

Including Mike's "Quitclaim Deed" filed with Registrar August 17, 1982

FILED 8:17 A.M.
OFFICE OF THE CLERK HIGH COURT
on July 16, 1982
HIGH COURT OF AMERICAN SAMOA
FILED
7/16/82
ROBERT L. KOPAK
CLERK OF THE HIGH COURT
OF AMERICAN SAMOA

OF COUNSEL
CUMMINS & WHITE
JAMES D. OTTO, ESQ
LARRY M. ARNOLD, ESQ.
LOYD E. WRIGHT III, ESQ.
888 West Sixth Street, Suite 300
Los Angeles, California 90017
(213) 680-4400

STEVEN H. WATSON, ESQ.
P.O. Box 3452
Pago Pago, American Samoa 96799
688-7958

Attorneys for Petitioner
DOUGLAS CRANE "MIKE" KNEUBUHL

IN THE HIGH COURT OF AMERICAN SAMOA
PROBATE DIVISION

IN THE MATTER OF THE ESTATE OF:
LENA PRITCHARD KNEUBUHL,
Deceased,
BY: DOUGLAS C. KNEUBUHL,
Petitioner,

PROBATE NO. 008-80

STIPULATION AND ORDER

IN THE MATTER OF THE ESTATE OF:
LENA PRITCHARD KNEUBUHL,
Deceased,
BY: BEN KNEUBUHL, JOHN KNEUBUHL
AND MARGE KNEUBUHL LANDRIGAN
Petitioners,

[redacted]

Come now ROY J.D. HALL, Jr., ESQ, attorney for BENJAMIN F. KNEUBUHL, JR., JOHN ALEXANDER KNEUBUHL and MARGARET KNEUBUHL LANDRIGAN; STEVEN H. WATSON, ESQ., attorney for D.C. "MIKE" KNEUBUHL; and TALALELEI TULAFONO, ESQ., Temporary Administrator of the ESTATE OF LENA P. KNEUBUHL, Deceased, and hereby mutually agree and stipulate as follows:

1. That the Will of LENA P. KNEUBUHL dated March 20, 1980, and offered by BENJAMIN F. KNEUBUHL, JOHN ALEXANDER KNEUBUHL and MARGARET KNEUBUHL LANDRIGAN, be admitted to probate.

2. That the Petition for Letters of Administration with Will Annexed dated August 11, 1980, offered by DOUGLAS C. "MIKE" KNEUBUHL, be dismissed with prejudice.

3. That upon motion being duly made by BENJAMIN F. KNEUBUHL, JOHN ALEXANDER KNEUBUHL and MARGARET KNEUBUHL LANDRIGAN to appoint one or more of them as Executor(s) of the Estate, and upon payment of all sums owing as Administrator's fees to TALALELEI TULAFONO, Temporary Administrator of the Estate, the Temporary Administrator shall be relieved as such and appointment of such Executor(s) as said motion may designate shall issue from the Court.

4. That the Settlement Agreement attached hereto and incoprated herein as Exhibit "A" be adopted by the Court as the plan of distribution of the assets of Estate.

///

///

Dated: 7/15/82

ROY J. D. HALL, Jr., Attorney for BENJAMIN F. KNEUBUHL, Jr., JOHN A. KNEUBUHL and MARGARET K. LANDRIGAN.

Dated: 7/15/82

STEVEN H. WATSON, Attorney for D.C. "MIKE" KNEUBUHL.

Dated: 7/15/82

TALALELEI TULAFONO, Temporary Administrator.

GOOD CAUSE appearing therefore, the foregoing Stipulation is hereby adopted as an ORDER of this Court.

DATED: July 16, 1982

THOMAS M. MURPHY, Acting Chief Justice.

20. Any amendment to this Settlement Agreement must be in writing and signed by duly authorized representatives of all the Parties hereto.

21. This Settlement Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of American Samoa.

22. This Settlement Agreement may be signed in counterparts and said counterparts shall be affixed to the Settlement Agreement and shall have the same force and effect as if all the signatures were affixed hereto at the same time and place.

23. This Settlement Agreement shall become effective between the signatory Parties immediately when all the Parties except the Estate have executed the Agreement or counterparts and delivered the executed Settlement Agreement and/or counterparts to Hugh Steven Wilson at Latham & Watkins, 555 South Flower Street, Los Angeles, California 90071.

Dated: _____

Douglass Crane Kneubuhl

Dated: _____

Frances Kneubuhl Opelle

Dated: _____

W. Robert Opelle

Dated: _____

James Pritchard Kneubuhl

FILED 8:17 A.M.
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4. That the Settlement Agreement attached hereto and incoprated herein as Exhibit "A" be adopted by the Court as the plan of distribution of the assets of Estate.

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Dated: 7/15/82

ROY J. D. HALL, Jr., Attorney for BENJAMIN F. KNEUBUHL, Jr., JOHN A. KNEUBUHL and MARGARET K. LANDRIGAN.

Dated: 7/15/82

STEVEN H. WATSON, Attorney for D.C. "MIKE" KNEUBUHL.

Dated: 7/15/82

TALALELEI TULAFONO, Temporary Administrator.

GOOD CAUSE appearing therefore, the foregoing Stipulation is hereby adopted as an ORDER of this Court.

DATED: July 16, 1982

THOMAS M. MURPHY, Acting Chief Justice.

SETTLEMENT AGREEMENT

RECITALS

This Agreement is entered into by and between Douglass Crane Kneubuhl, Frances Kneubuhl Opelle, W. Robert Opelle, James Pritchard Kneubuhl, Benjamin Franklin Kneubuhl, Jr., John Alexander Kneubuhl, Margaret Kneubuhl Landrigan (collectively "the Individual Parties"), B. F. Kneubuhl, Inc., Kneubuhl Maritime Services, Pacifica Foods, Inc., Kneubuhl Merchandising, Inc. (collectively "the Corporate Parties"), the Marital Trust and the Residual Trust established under the Will of Benjamin Franklin Kneubuhl (Sr.) (sometimes referred to as "the Marital Trust" and "the Residual Trust"), the real estate trust established on or about August 15, 1960 by Lena Pritchard Kneubuhl (collectively "the Trust Parties") and the Estate of Lena Pritchard Kneubuhl ("the Estate"). The foregoing individuals, corporations, trusts and Estate are hereinafter collectively referred to as "the Parties."

WHEREAS, various disputes and grievances exist among and affecting the Parties and various lawsuits have been filed among and affecting the Parties (collectively "the Litigations");

WHEREAS, the administration of the Trust Parties and the Estate, strategic and operational planning for the Corporate Parties and the affairs of the Individual Parties have been rendered more difficult by the pendency of the various disputes, grievances and Litigations;

WHEREAS, because of the existing substantial and serious disputes, both with regard to the occurrence or non-occurrence of disputed relevant factual matters and with regard to the interpretation and application of the pertinent laws of American Samoa, and because of the potential litigation costs involved, it is the desire of the Parties to compromise and settle amicably, all of the Parties' claims and potential claims against each other, including but not limited to those claims which have been or which could have been raised in the Litigations at any time through and including the effective date of this Settlement Agreement, and excepting only those claims which are specifically reserved in paragraph 13 of the Agreement hereinbelow.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and covenants herein contained, IT IS MUTUALLY AGREED:

1. Except as provided in paragraph 2 of this Settlement Agreement, each of the Parties who is a plaintiff

in one or more of the Litigations shall cause such Litigation(s) to be dismissed with prejudice and shall obtain a court order reflecting such dismissals. Each Party shall use best efforts to expedite said dismissals. Each Party to each Litigation shall bear his, her or its own costs, including attorneys' fees. In addition to any other Litigations which may be pending at the effective date of the settlement, the Litigations to be dismissed under this paragraph 1 shall include:

(a) Douglass C. Kneubuhl v. B. F. Kneubuhl, Inc., et al.; American Samoa Land & Titles No. 012-80;

(b) Douglass Crane Kneubuhl v. B. F. Kneubuhl, Inc., et al.; American Samoa Trial Division, Case No. CA 58-81;

(c) Douglas C. Kneubuhl v. B. F. Kneubuhl, Inc., et al.; American Samoa Trial Division, No. 77-79;

(d) Douglass Crane Kneubuhl v. B. F. Kneubuhl, Incorporated; American Samoa Land & Titles No. 74-81;

(e) Douglas Crane "Mike" Kneubuhl v. James Pritchard Kneubuhl, et al.; Los Angeles Superior Court No. C 355 861.

2. With respect to the Litigation pending in the Probate Division of the High Court of American Samoa, entitled In the Matter of the Estate of: Lena Pritchard Kneubuhl, Deceased, No. 008-80 ("the Estate Litigation"), the Individual Parties and the Temporary Administrator of the Estate shall seek an order: (a) admitting to probate the March 20, 1980 will offered by Benjamin Franklin Kneubuhl, Jr., John Alexander Kneubuhl and Margaret Kneubuhl Landrigan; (b) dismissing with prejudice the Petition for Letters of Administration with Will Annexed offered by Douglass Crane Kneubuhl dated August 11, 1980; (c) removing the Temporary Administrator and appointing one or more of Benjamin Franklin Kneubuhl, Jr., John Alexander Kneubuhl and/or Margaret Kneubuhl Landrigan as Executor(s) of the Estate; and (d) approving the terms of this Settlement Agreement as a plan of distribution for the assets of the Estate. The entry of such an order shall satisfy Douglass Crane Kneubuhl's obligations with respect to the Estate Litigation.

3. Each Individual Party, and an authorized representative of each Corporate Party, Trust Party and the Estate, shall execute a release in substantially the form of the document appended hereto as Exhibit "A." Each Party

shall use best efforts to expedite the execution of the releases.

4. Upon the execution of the above-referenced releases, the satisfaction of Douglass Crane Kneubuhl's obligations with respect to the Estate Litigation and the dismissal with prejudice of all other Litigations, B. F. Kneubuhl, Inc. shall redeem all shares of B. F. Kneubuhl, Inc. common and preferred stock held by or on behalf of Douglass Crane Kneubuhl and Douglass Crane Kneubuhl shall cease to be a shareholder, directly or indirectly, of any of the Corporate Parties. All the redeemed common shares shall be cancelled and all the redeemed preferred shares shall be reissued in equal amounts to James Pritchard Kneubuhl, Benjamin Franklin Kneubuhl, Jr., John Alexander Kneubuhl and Margaret Kneubuhl Landrigan. All Individual Parties shall execute such documents as may be necessary to effect or expedite this redemption and reissuance. Douglass Crane Kneubuhl agrees not to acquire, directly or indirectly, any shares or securities of any of the Corporate Parties for a period of ten (10) years from the effective date of this Settlement Agreement without the written consent of all Individual Parties.

5. Douglass Crane Kneubuhl shall execute documents, in a form satisfactory to James Pritchard Kneubuhl,

to transfer and assign any and all of Douglass Crane Kneubuhl's interest in the Estate of Lena Pritchard Kneubuhl, the Marital Trust and the Residual Trust, the property known as Satala and all improvements thereupon, and the property known as Olo, and all improvements thereupon (excepting only the gravesite of Benjamin Franklin Kneubuhl and Lena Pritchard Kneubuhl), in equal parts to or for the benefit of James Pritchard Kneubuhl, Benjamin Franklin Kneubuhl, Jr., John Alexander Kneubuhl and Margaret Kneubuhl Landrigan. Such conveyances and assignments by Douglass Crane Kneubuhl shall be made, as appropriate, in his individual capacity, in his capacity as a beneficiary of the Trust Parties and in his capacity as a legatee of the Estate.

6. James Pritchard Kneubuhl, Benjamin Franklin Kneubuhl, Jr., John Alexander Kneubuhl and Margaret Kneubuhl Landrigan shall transfer and assign to or for the benefit of Douglass Crane Kneubuhl any and all of their interest in each of the following properties:

(a) Fuamete

(b) Taupau

(c) Poata

(d) Fagiofu

(e) Talimatau

Such conveyances and assignments by James Pritchard Kneubuhl, Benjamin Franklin Kneubuhl, Jr., John Alexander Kneubuhl and Margaret Kneubuhl Landrigan shall be made, as appropriate, in their individual capacities, in their capacities as beneficiaries and/or trustees of the Trust Parties and in their capacities as legatees and/or executors of the Estate. James Pritchard Kneubuhl, Benjamin Franklin Kneubuhl, Jr., John Alexander Kneubuhl and Margaret Kneubuhl Landrigan shall deliver to Douglass Crane Kneubuhl the originals of any documents within their possession or control which evidence their right to ownership of the property being transferred pursuant to this paragraph together with any and all surveys within their possession or control affecting that property.

7. James Pritchard Kneubuhl, Benjamin Franklin Kneubuhl, Jr., John Alexander Kneubuhl, Douglass Crane Kneubuhl and Frances Kneubuhl Opelle shall transfer and assign to or for the benefit of Margaret Kneubuhl Landrigan or her designee(s) any and all of their interest in Malaloa (excluding that portion previously allotted to Frances Kneubuhl Opelle pursuant to the September 30, 1969 modification to the August 15, 1960 Trust). B. F. Kneubuhl, Inc. shall transfer and assign to Margaret Kneubuhl Landrigan, its full title and interest to the structures on Malaloa and

any and all leasehold interests therein. Upon procurement of sufficient funds, which in no event shall be later than December 31, 1982, Margaret Kneubuhl Landrigan shall pay to Douglass Crane Kneubuhl Forty-Five Thousand Eight Hundred Thirty-Three Dollars ($45,833) and to Frances Kneubuhl Opelle Nine Thousand One Hundred Sixty-Seven Dollars ($9,167) in cash with no offsets of any kind without written consent. The conveyances and assignments described in this paragraph shall be made, as appropriate, by James Pritchard Kneubuhl, Benjamin Franklin Kneubuhl, Jr., John Alexander Kneubuhl, Douglass Crane Kneubuhl and Frances Kneubuhl Opelle in their individual capacities, in their capacities as beneficiaries and/or Trustees of the Trust Parties, in their capacities as legatees and/or executors of the Estate, and in their capacities as officers, directors or shareholders of B. F. Kneubuhl, Inc. The Parties agree to execute two instruments of transfer. One instrument of transfer shall be for the benefit of Margaret Kneubuhl Landrigan as provided in this paragraph 7. The other instrument of conveyance shall be for the benefit of Douglass Crane Kneubuhl as to an undivided five-sixths (5/6) and to Frances Kneubuhl Opelle as to an undivided one-sixth (1/6). Both instruments of transfer shall be held in escrow by Hugh Steven Wilson of Latham & Watkins and in the event payment is made pursuant

to paragraph 7, both instruments shall be delivered to Margaret Kneubuhl Landrigan upon payment of the sums required to Douglass Crane Kneubuhl and Frances Kneubuhl Opelle. In the event that payment is not received on or before the dates due under paragraph 7, both instruments of transfer shall be delivered on or before January 4, 1983 to Douglass Crane Kneubuhl and Margaret Kneubuhl Landrigan shall have no further obligation under this paragraph 7.

8. Each Party agrees to do everything reasonable and necessary to accomplish the conveyances referred to in the preceding paragraphs. If for any reason any such conveyance is found to be invalid to consummate the transfer required under this Settlement Agreement, the Parties agree to take any reasonable and necessary action to effect valid conveyances of the interest(s) required to be transferred under this Settlement Agreement. However, no party, by transferring, assigning or agreeing to convey any interest or contingent interest in real property under or pursuant to this Settlement Agreement makes any warranty or guarantee of title as to any real property. Rather, it is expressly recognized that many of these properties are the subject of disputed boundaries as well as other potential title issues. It is contemplated that any deeds used to embody the conveyances herein shall be in the nature of quitclaim deeds

consistent with the limited nature of the required conveyance. The form of all deeds shall be subject to the approval of each Party giving or receiving a deed, which approval shall not be unreasonably withheld or delayed. Each Party receiving property under this Settlement Agreement shall pay all recording fees, transfer costs, real estate, gift, income or other taxes occasioned by the transfer of such property.

9. As soon as practicable, upon the execution and delivery of the above-described conveyancing documents, B. F. Kneubuhl, Inc. shall transfer and assign to Douglass Crane Kneubuhl its right, title and interest to all improvements on the real property known as Poata as well as any and all leasehold interests in Poata.

10. Douglass Crane Kneubuhl shall execute documents substituting himself on all obligations to the lessor of Poata and/or the sublessees of said property. Commencing July 1, 1982, Douglass Crane Kneubuhl shall be entitled to receive all rents from the sublessees of the Poata property (previously received by B. F. Kneubuhl, Inc.) and shall be liable to perform all obligations and to pay all rents to the lessor of such property.

11. Within thirty (30) days from the later of (a) the entry of the above-referenced dismissals,

(b) satisfaction of Douglass Crane Kneubuhl's obligations with respect to the Estate Litigation and (c) the exchange of the above-referenced executed releases and conveyancing documents, Douglass Crane Kneubuhl shall receive from the trustee of the Marital Trust Twelve Thousand Dollars ($12,000) in cash. This amount shall not be subject to any offsets of any kind without Douglass Crane Kneubuhl's express written consent. Douglass Crane Kneubuhl shall have no further right to any accounting and no further interest in any of the assets of the Marital Trust, the Residual Trust or the Estate.

12. Upon filing of the above-referenced dismissals, satisfaction of Douglass Crane Kneubuhl's obligations with respect to the Estate Litigation and the exchange of the above-referenced executed releases and conveyancing documents, B. F. Kneubuhl, Inc. shall issue a promissory note in the amount of Forty-Five Thousand Dollars ($45,000) payable to Douglass Crane Kneubuhl. The note shall be senior to all debts of B. F. Kneubuhl, Inc. and its subsidiaries except bank debt, shall bear interest at the rate of nine percent (9%) per annum, and shall include no prepayment penalty. Principal and interest shall be made in sixty (60) equal monthly installments in the sum of Nine Hundred Thirty-Four Dollars and Fourteen Cents ($934.14) commencing

August 1, 1982. In the event that any payment is not made when due, then upon fifteen (15) days' written notice of default without the same having been cured, at the option of the holder of the note, the whole sum shall become due and payable. No payments shall be made on any other debt of B. F. Kneubuhl, Inc., save and except to banks, to trade creditors in the ordinary course of business and to government authorities as may be required by law, prior to the whole sum represented by the note being paid to Douglass Crane Kneubuhl. In the event that there is a transfer of Satala or any Corporate Party asset such that the net worth of B. F. Kneubuhl, Inc. is reduced by 10% or more, the whole sum shall become due and payable. Payments on the note are deemed made when mailed; notices concerning the note are deemed made when received.

13. The following matters shall not be resolved or affected in any way by this Settlement Agreement or any release executed hereunder:

(a) Any debt or dispute by or between Keith Landrigan and Margaret Kneubuhl Landrigan and Frances Kneubuhl Opelle and W. Robert Opelle relating to the purchase and sale of certain shares of the Bottling Corporation of Samoa, Inc. from Keith Landrigan and Margaret

Kneubuhl Landrigan to Frances Kneubuhl Opelle and W. Robert Opelle, or any related agreements or covenants.

(b) Any dispute arising from or relating to the Olo Land Planning Agreement, except that the Parties agree and consent (1) that Lawrence Moran may continue to live at Olo, under the same conditions as at present, during his life-time; and (2) that Frances Kneubuhl Opelle may lease the Coke house at Olo to an acceptable tenant for a period not to exceed three (3) years.

14. All the Parties hereby further agree, consistent with the opinion of Chief Justice Miyamoto's Order Granting Partial Summary Judgment in Douglass C. Kneubuhl v. B. F. Kneubuhl, Inc., et al., Land & Titles No. 012-80, dated March 23, 1982, that the August 15, 1960 Trust, as modified by the September 30, 1969 agreement, is valid and enforceable, that James Pritchard Kneubuhl is the trustee of said trust, that the Olo Land Planning Agreement is valid and enforceable, and that all other purported leases, deeds, conveyances, restrictions or obligations affecting the subject properties, prior to the date of this Settlement Agreement, are invalid. If any Individual Party takes or

causes to be taken any contrary position in any judicial proceeding, he or she shall immediately forfeit all right, title and interest to any and all assets held by the August 15, 1960 Trust, and such interest shall be divided equally among the other beneficiaries of that Trust.

15. The Parties further agree that as soon as practicable, the assets of the Residual Trust, the Marital Trust and the Estate shall be divided into six equal shares. One share each shall be distributed to Frances Kneubuhl Opelle, James Pritchard Kneubuhl, Benjamin Franklin Kneubuhl, Jr., John Alexander Kneubuhl and Margaret Kneubuhl Landrigan. The remaining share shall be divided equally and distributed among James Pritchard Kneubuhl, Benjamin Franklin Kneubuhl, Jr., John Alexander Kneubuhl and Margaret Kneubuhl Landrigan. The Parties agree that, except for costs and expenses incurred in the administration of said trusts and Estate, there shall be no offsets of any kind against the share of any Individual Party/beneficiary. The Parties further agree that all disputes or claims with respect to the amounts of or any offsets against any previous distributions from said trusts are encompassed by the releases entered into pursuant to this Settlement Agreement.

16. The consideration and the terms and conditions of this Settlement Agreement were derived by good

faith negotiation, but this Settlement Agreement shall not be subject to attack on the grounds that any or all of the figures, theories or factual assumptions used for negotiation purposes are for any reason inaccurate or inappropriate.

17. Neither the payment of any sum of money or other consideration nor the execution and performance of this Settlement Agreement shall constitute or be construed as any admission of any liability whatsoever by any Party for any purpose.

18. The provisions of this Settlement Agreement shall inure to the benefit of and be binding upon each of the Parties, each of their stockholders, trustees, beneficiaries, assigns, agents, directors, officers, employees, representatives, lawyers, parents, subsidiaries and all persons acting by, through, under or in concert with them, or any of them.

19. This Settlement Agreement represents the sole and entire agreement among the Parties and supersedes all prior agreements, negotiations and discussions between the Parties hereto and/or their respective counsel with respect to the subject matter covered hereby.

20. Any amendment to this Settlement Agreement must be in writing and signed by duly authorized representatives of all the Parties hereto.

21. This Settlement Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of American Samoa.

22. This Settlement Agreement may be signed in counterparts and said counterparts shall be affixed to the Settlement Agreement and shall have the same force and effect as if all the signatures were affixed hereto at the same time and place.

23. This Settlement Agreement shall become effective between the signatory Parties immediately when all the Parties except the Estate have executed the Agreement or counterparts and delivered the executed Settlement Agreement and/or counterparts to Hugh Steven Wilson at Latham & Watkins, 555 South Flower Street, Los Angeles, California 90071.

Dated: _____

Douglass Crane Kneubuhl

Dated: _____

Frances Kneubuhl Opelle

Dated: _____

W. Robert Opelle

Dated: _____

James Pritchard Kneubuhl

Dated: 6/28/82

Benjamin Franklin Kneubuhl, Jr.

Dated: 6/28/82

John Alexander Kneubuhl

Dated:

Margaret Kneubuhl Landrigan

Dated: 6/28/82

B. F. KNEUBUHL, INC.

By
Benjamin Franklin Kneubuhl, Jr.,
President

Dated: 6/28/82

KNEUBUHL MARITIME SERVICES

By
Benjamin Franklin Kneubuhl, Jr.,
President

Dated: 6/28/82

PACIFICA FOODS, INC.

By
Benjamin Franklin Kneubuhl, Jr.,
President

Dated: 6/28/82

KNEUBUHL MERCHANDISING, INC.

By
Benjamin Franklin Kneubuhl, Jr.,
President

Dated:

THE BENJAMIN FRANKLIN KNEUBUHL
MARITAL TRUST

By
James Pritchard Kneubuhl, Trustee

Dated:

THE BENJAMIN FRANKLIN KNEUBUHL
RESIDUAL TRUST

By
James Pritchard Kneubuhl, Trustee

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Dated:

Douglass Crane Kneubuhl

Dated:

Frances Kneubuhl Opelle

Dated:

W. Robert Opelle

Dated: 6/18/82

James Pritchard Kneubuhl

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Dated: 6/18/82 Douglass Crane Kneubuhl
Douglass Crane Kneubuhl

Dated: _____
Frances Kneubuhl Opelle

Dated: _____
W. Robert Opelle

Dated: _____
James Pritchard Kneubuhl

Dated:

Benjamin Franklin Kneubuhl, Jr.

Dated:

John Alexander Kneubuhl

Dated: 6/17/87

Margaret Kneubuhl Landrigan
Margaret Kneubuhl Landrigan

Dated:

B. F. KNEUBUHL, INC.

By
Benjamin Franklin Kneubuhl, Jr.,
President

Dated:

KNEUBUHL MARITIME SERVICES

By
Benjamin Franklin Kneubuhl, Jr.,
President

Dated:

PACIFICA FOODS, INC.

By
Benjamin Franklin Kneubuhl, Jr.,
President

Dated:

KNEUBUHL MERCHANDISING, INC.

By
Benjamin Franklin Kneubuhl, Jr.,
President

Dated:

THE BENJAMIN FRANKLIN KNEUBUHL
MARITAL TRUST

By
James Pritchard Kneubuhl, Trustee

Dated:

THE BENJAMIN FRANKLIN KNEUBUHL
RESIDUAL TRUST

By
James Pritchard Kneubuhl, Trustee

Dated:

THE AUGUST 15, 1960 LENA PRITCHARD KNEUBUHL REAL ESTATE TRUST

By_____
James Pritchard Kneubuhl, Trustee

Dated: 7/15/82

THE ESTATE OF LENA PRITCHARD KNEUBUHL

By_____
Talalelei A. Tulafono,
Temporary Administrator

Territorial Registrar's Office
RECEIVED
Date 8/11/82 Hour 2:20 PM

QUITCLAIM DEED

The undersigned ("Quitclaimor"), in his capacities as an individual, as a beneficiary and/or trustee of any pertinent trusts, as a legatee, administrator and/or executor of any pertinent estates and as a shareholder, officer and/or director of any pertinent corporations does hereby remise, release, bargain, convey, and forever quitclaim unto James Pritchard Kneubuhl, as trustee under the real estate trust established on or about August 15, 1960 by Lena Pritchard Kneubuhl, ("Quitclaimee"), for the benefit of, in equal shares, James Pritchard Kneubuhl, John Alexander Kneubuhl, Benjamin Franklin Kneubuhl, Jr. and Margaret Kneubuhl Landrigan ("Beneficiaries"), all right, title, interest, estate, claim, possession and demand, both at law and in equity, in and to the real property and any improvements thereon, more particularly described and situated as:

> That parcel of land known as "Olo Plot B," siutated in Land Square 32, Unit "B" and "C," in the Village of Taputimu, County of Tualatai, Western District, Island of Tutuila, American Samoa, bounded and described as follows:
>
> Beginning at a point which lies in an iron pin situated 349.0 feet S 198 deg 31 min 00 secs W of an iron pin which has coordinates X=228, 198.06 and Y=280, 822.30, American Samoa Datum of 1962; run thence Southeast 420.0 feet to a point which is located by beginning at the iron pin which has coordinates X=228, 198.06 and Y=280, 822.30, American Samoa Datum of

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1962; run therefrom S 82 deg 36 min 10 secs E, 301.54 feet to an iron pin, and run therefrom S 01 deg 22 min E, 327.42 feet to an iron pin; from this pin located as aforedescribed continue N 67 min 32 secs E, 45.08 feet; thence S 41 deg 10 min, 170.00 feet; thence Southwest S 225 deg 0 min 00 secs W, 210.0 feet to the point; thence South 180 deg, 130 feet to the point; thence West 270 deg, 470.0 feet to the point of curve, thence along the arc of a curve concave to the right through a central angle of 14 deg 47 min 20 secs, 192.35 feet to the point of curvature; thence N 18 deg 31 min 00 secs E, 165.0 feet to the point of beginning, containing an area of 4.029 acres, more or less.

Quitclaimor hereby covenants and warrants with respect to the property which is the subject of this Quitclaim Deed as follows, except as disclosed or otherwise known to the Quitclaimee or Beneficiaries:

(1) That prior to the execution of this Quitclaim Deed, Quitclaimor has executed and delivered no other deeds, grants, or conveyances of the property;

(2) That Quitclaimor, Quitclaimee and Beneficiaries are aware that the property may be subject to disputes concerning boundaries and title;

(3) That Quitclaimor will, without expense to Quitclaimor (a) take any steps requested by Quitclaimee and/or Beneficiaries which are reasonable and necessary in order to perfect and protect the boundaries and title of

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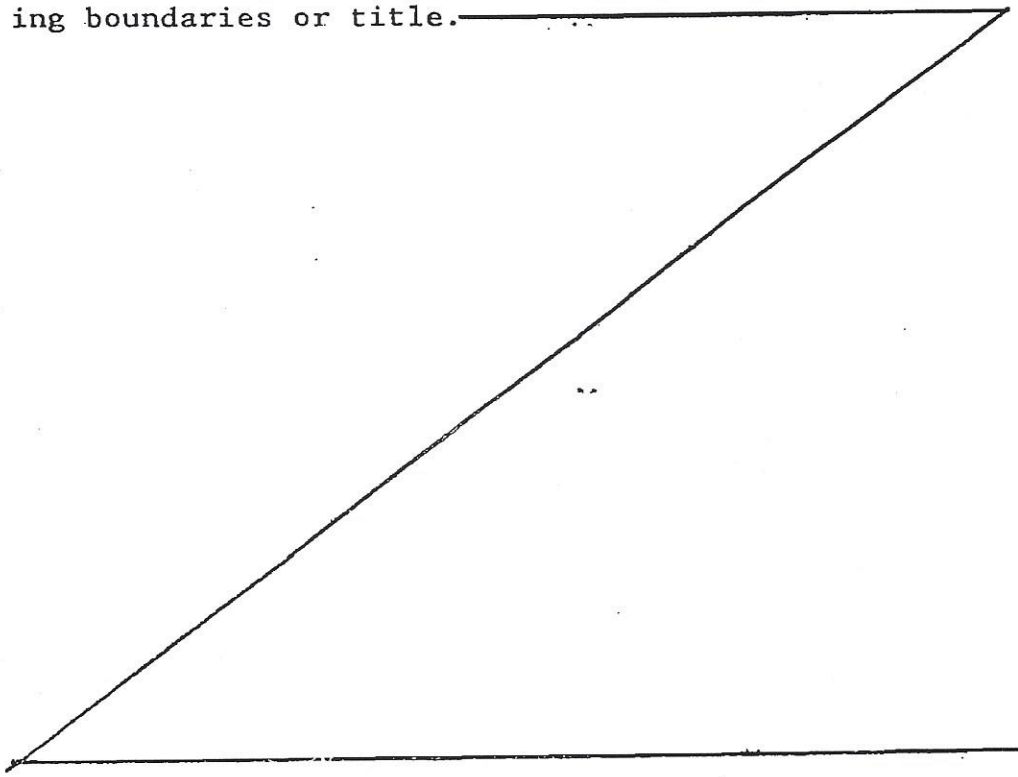
the property and (b) cooperate with Quitclaimee and/or Beneficiaries in defending Quitclaimee's and/or Beneficiaries' boundaries and title should an adverse claim be made by any third party;

(4) That Quitclaimor will not contest Quitclaimee's and/or Beneficiaries' title in the future; and

(5) That this Quitclaim Deed is given in good faith and Quitclaimor is not intentionally concealing from Quitclaimee and/or Beneficiaries any known dispute concerning boundaries or title.



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No warranties or guarantees of title as to any property conveyed by this Quitclaim Deed are made except as expressly provided herein.

IN WITNESS WHEREOF, this Quitclaim Deed has been executed on the day and year as indicated by the signature affixed hereto.

DATED: 7-20-82

Douglass C. Kneubuhl

DOUGLASS CRANE KNEUBUHL

(SEAL)

STATE OF CALIFORNIA)
) .ss
COUNTY OF ORANGE)

On July 20, 1982, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglass Crane Kneubuhl, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

Signature: Carla Cox

OFFICIAL SEAL
CARLA J. COX
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
My Comm. Expires Aug. 26, 1985

RECORDED IN Land Transfers
VOLUME IV P. 257
DATE: August 17, 1982
HR. 10:20 Am

for TERRITORIAL REGISTRAR
AMERICAN SAMOA GOVERNMENT

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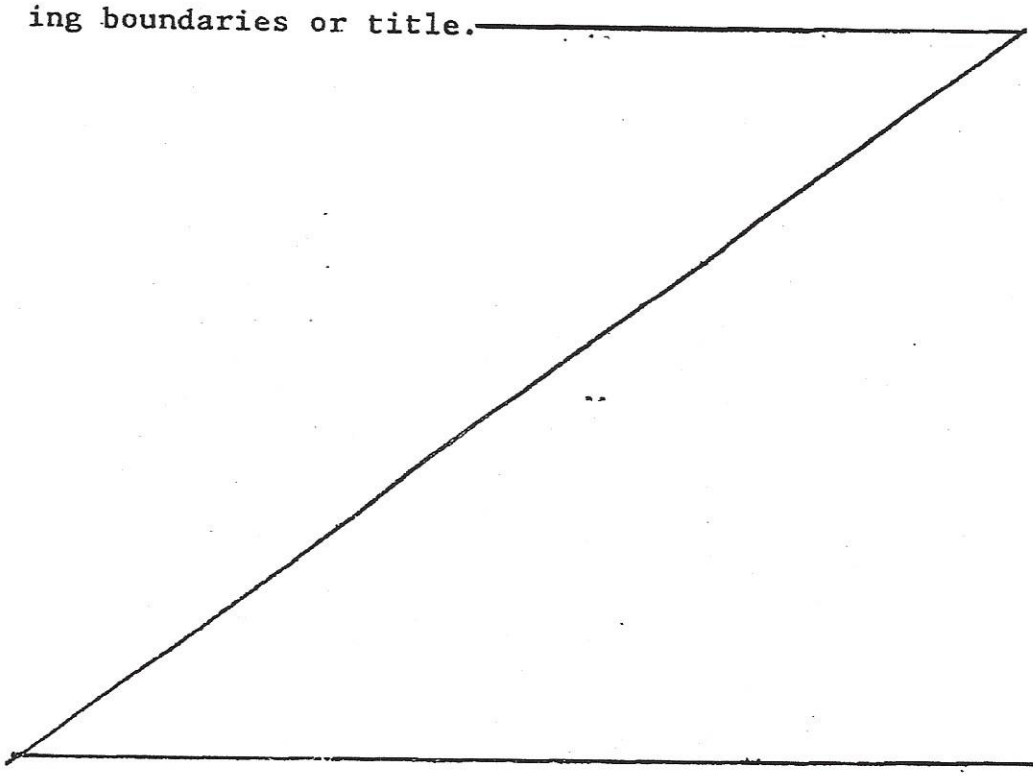

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RELEASE

For a valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned does hereby release and forever discharge the "Releasees" hereunder, consisting of Frances Kneubuhl Opelle, W. Robert Opelle, James Pritchard Kneubuhl (individually, and as trustee for the Marital Trust and the Residual Trust established under the Will of Benjamin Franklin Kneubuhl (Sr.) and the real estate trust established on or about August 15, 1960 by Lena Pritchard Kneubuhl), Benjamin Franklin Kneubuhl, Jr., John Alexander Kneubuhl, Margaret Kneubuhl Landrigan, B. F. Kneubuhl, Inc., Kneubuhl Maritime Services, Pacifica Foods, Inc., Kneubuhl Merchandising, Inc., the Benjamin F. Kneubuhl Marital Trust, the Benjamin F. Kneubuhl Residual Trust, the real estate trust established on or about August 15, 1960 by Lena Pritchard Kneubuhl, and the Estate of Lena Pritchard Kneubuhl, and each and all of them and each of their associates, owners, stockholders, predecessors, subsidiaries, affiliates, successors, heirs, assigns, agents, directors, officers, partners, employees, representatives, lawyers, and all persons acting by, through, under or in concert with them, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens,

contracts, agreements, promises, liability, claims, demands, damages, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "Claims"), which the undersigned now has or may hereafter have against the Releasees, or any of them, by reason of any matter, cause, or thing whatsoever from the beginning of time to the date hereof including, without limiting the generality of the foregoing, any Claims arising out of, based upon, or relating to the undersigned's employment with any of the Releasees or the termination thereof, any oral or written contracts or agreements between the undersigned and Releasees (excepting only the Settlement Agreement pursuant to which this Release is executed) and any and all litigations pending between or affecting the undersigned and any of the Releasees. Such litigations include Douglass C. Kneubuhl v. B. F. Kneubuhl, Inc., et al., American Samoa Land & Titles No. 012-80; Douglass Crane Kneubuhl v. B. F. Kneubuhl, Inc., et al., American Samoa Trial Division, Case No. CA 58-81; Douglas C. Kneubuhl v. B. F. Kneubuhl, Inc., et al., American Samoa Trial Division, No. 77-79; Douglass Crane Kneubuhl v. B. F. Kneubuhl, Incorporated, American Samoa Land & Titles No. 74-81; Douglas Crane "Mike" Kneubuhl v. James Pritchard Kneubuhl, et al., Los Angeles Superior Court No. C 355 861; and In the Matter of the Estate of:

Lena Pritchard Kneubuhl, Deceased, No. 008-80, as well as any matters, causes, or things whatsoever that were, or have been, or could in any way have been, alleged in the respective pleadings filed in said suits. Notwithstanding the foregoing or any other provision herein, this release shall have no effect on those matters listed in Paragraph 13 of the Settlement Agreement pursuant to which this release is executed.

THE UNDERSIGNED ACKNOWLEDGES THAT HE EXPRESSLY INTENDS THIS RELEASE TO EXTEND TO CLAIMS WHICH HE DOES NOT NOW KNOW OR SUSPECT TO EXIST IN HIS FAVOR, NOTWITHSTANDING ANY STATUTORY OR COMMON LAW PRINCIPLES TO THE CONTRARY.

The undersigned represents and warrants that there has been no assignment or other transfer of any interest in any Claim which he may have against the Releasees, or any of them, and the undersigned agrees to indemnify and hold Releasees, and each of them, harmless from any liability, Claims, demands, damages, costs, expenses and attorneys' fees incurred by Releasees, or any of them, as a result of any person asserting any such assignment or transfer or any rights or Claims under any such assignment or transfer. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery by the Releasees against the undersigned under this indemnity.

The undersigned agrees that if he hereafter commences, joins in, or in any manner seeks relief through any suit arising out of, based upon, or relating to any of the Claims released hereunder or in any manner asserts against Releasees, or any of them, any of the Claims released hereunder, then the undersigned will pay to Releasees, and each of them, in addition to any other damages caused to Releasees thereby, all attorneys' fees incurred by Releasees in defending or otherwise responding to said suit or Claim.

The undersigned further understands and agrees that neither the payment of any sum of money nor the execution of this Release shall constitute or be construed as an admission of any liability whatsoever by the Releasees,

or any of them, who have consistently taken the position that they have no liability whatsoever to the undersigned.

IN WITNESS WHEREOF, the undersigned has executed this Release this ____ day of June, 1982.

Douglass Crane Kneubuhl

Approved as to form
and content:

CUMMINS & WHITE

By _____
Larry M. Arnold
Attorneys for
Douglass Crane Kneubuhl

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contracts, agreements, promises, liability, claims, demands, damages, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "Claims"), which the undersigned now has or may hereafter have against the Releasees, or any of them, by reason of any matter, cause, or thing whatsoever from the beginning of time to the date hereof including, without limiting the generality of the foregoing, any Claims arising out of, based upon, or relating to the undersigned's employment with any of the Releasees or the termination thereof, any oral or written contracts or agreements between the undersigned and Releasees (excepting only the Settlement Agreement pursuant to which this Release is executed) and any and all litigations pending between or affecting the undersigned and any of the Releasees. Such litigations include Douglass C. Kneubuhl v. B. F. Kneubuhl, Inc., et al., American Samoa Land & Titles No. 012-80; Douglass Crane Kneubuhl v. B. F. Kneubuhl, Inc., et al., American Samoa Trial Division, Case No. CA 58-81; Douglas C. Kneubuhl v. B. F. Kneubuhl, Inc., et al., American Samoa Trial Division, No. 77-79; Douglass Crane Kneubuhl v. B. F. Kneubuhl, Incorporated, American Samoa Land & Titles No. 74-81; Douglas Crane "Mike" Kneubuhl v. James Pritchard Kneubuhl, et al., Los Angeles Superior Court No. C 355 861; and In the Matter of the Estate of:

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