



Trustee:
Memorandum of Understanding

Gilian Robin Roush

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July 22, 2010

Mrs. Robert Opelle
56154 Puuluana Place
Kahuku, Hi. 96731

Dear Frances,

I trust this finds you well and safe in your new home. Marge was kind enough to supply me with your address.

A number of the beneficiaries of the Lena P. Kneubuhl Trust have begun discussions to appoint Hans Langkilde as trustee. In 2008 a draft memorandum was prepared which serves as the basis for discussion. I enclose it for your information, with the caution that it is not final, but for your information and discussion.

I am sure your concerns and questions will be answered in due course, in that everyone is available to you. We would also welcome Marie's address if you care to pass that on.

Thank you.

Very truly yours,

Gilian Robin Roush

MEMORANDUM OF UNDERSTANDING

This document sets forth the agreements and understandings of VAITOA HANS LANGKILDE and the Beneficiaries of the ADELINE PRITCHARD KNEUBUHL LAND TRUST (commonly referred to as the "Lena P. Kneubuhl Trust") with regard to the appointment of VAITOA HANS LANGKILDE as the successor Trustee of that certain irrevocable land trust that was established by Lena P. Kneubuhl (hereinafter sometimes referred to as "Trustor") on August 15, 1960. A true and correct copy of the 1960 trust agreement is attached hereto as Exhibit "1" and incorporated herein by reference as though fully set forth at this point.

The beneficiaries of the Lena P. Kneubuhl Trust (hereinafter sometimes referred to as "the trust") are Benjamin Franklin Kneubuhl, Jr., Margaret K. Landrigan, John Alexander Kneubuhl (deceased), Douglas Crane Kneubuhl, Frances K. Opelle and Alfred James Pritchard Kneubuhl (hereinafter sometimes collectively referred to as "Beneficiaries"). The trust was structured to include, as future beneficiaries, the children of the six beneficiaries or, Trustor's grandchildren. Gilian Robin Kneubuhl Roush is the daughter of John Alexander Kneubuhl, deceased, and is the sole surviving successor and legal representative of his estate and interests in trust.

Trustor originally appointed as Trustee, William Opelle, to manage the trust; however, it was later determined by the High Court of American Samoa that William Opelle is not now, nor was at the time of his appointment by Trustor, legally qualified to act as Trustee. Beneficiaries represent and agree that because William Opelle is not qualified, the trust is currently without a valid Trustee. Therefore and in acknowledgment of the fact that the High Court of American Samoa has ordered that a valid Trustee be appointed, beneficiaries hereby agree to appoint VAITOA HANS LANGKILDE as Successor Trustee (hereinafter sometimes referred to as "Trustee"). It is further acknowledged and agreed that none of the six beneficiaries are legally qualified to act as trustee, that no single beneficiary may appoint a trustee and that a trustee can only be appointed by a majority of the beneficiaries of the trust.

Trustee and Beneficiaries agree and represent that they understand that the duties of the Trustee are: 1) to carry out the intent of the trust; 2) the duty of loyalty on the part of the Trustee; 3) the duty to act prudently; 4) the duty to maintain accurate records and account to the beneficiaries; and, 5) the duty not to delegate responsibility.

The primary duty of the Trustee will be to execute instruments for the conveyance of trust land in fee, or interests in land (leases, subleases, licenses, easements and the like), or to convey other beneficial interests in the trust land. This duty is subject always to the approval, in writing, of a majority of the trust beneficiaries enumerated above or by their successor representatives as provided herein under Mutual Duties and Responsibilities and in Further Recitals at 10. and 11.; and, only after the Trustee has received, in writing, a notice to the effect that the other beneficiaries have been offered and declined to exercise their right of first refusal. Specifically, each beneficiary shall have the right to match any offer or counter offer for the transfer, sale or other alienation of another beneficiary's beneficial interest in trust land (right of first refusal).

Duty to Carry Out Trust

The Trustee's duty to carry out the intent of the trustor is a broad one as set forth in the trust document of 1960, but that duty is not without limitation. The Trustee is therefore bound to comply strictly with the directions and limitations contained in the trust agreement of 1960 with regard to the powers, duties and authority granted therein.

Duty of Loyalty

The duty of loyalty requires the Trustee to act at all times with the best interests of the beneficiaries first and foremost, to avoid conflicts of interests where the interest of the Trustee is adverse to that of the beneficiaries, and the Trustee may not profit from the administration of the trust. The Trustee shall at all times maintain confidentiality with regard to trust matters and refrain from disclosing information about the trust unless such disclosures are authorized by law or otherwise approved by a majority of the beneficiaries; provided however, that there is a legitimate purpose and need for such disclosure.

Duty to Act Prudently

The Trustee is required to exercise reasonable care, act diligently and with ordinary skill at all times during the administration of trust affairs. This includes the duty to preserve and protect trust assets and the duty to use reasonable care and skill should any of the trust assets be invested.

Duty to Maintain Accurate Records and Account to Beneficiaries

The Trustee shall maintain accurate records concerning trust assets; and that, any losses that occur or are suffered by the trust from the failure to maintain accurate records may expose the Trustee to personal liability for the losses. In addition, the Trustee shall provide the beneficiaries with periodic accountings for the assets of the trust and keep the beneficiaries informed of all significant events and developments concerning the trust assets.

Duty Not to Delegate Responsibility

The Trustee has a fiduciary duty to all beneficiaries and that duty shall not be delegated to any other person or entity and he or she shall always personally perform the duties and responsibilities of Trustee including the duty to supervise those to whom ministerial tasks have been assigned.

Mutual Duties and Responsibilities

The Beneficiaries and the Children of Deceased Beneficiaries agree that at all times they shall provide the Trustee with current address and contact information necessary for appropriate notice concerning matters related to the trust and Trustee shall likewise keep the Beneficiaries and the Children of Deceased Beneficiaries informed of his contact information at all times.

The Trustee may, by the terms of the trust agreement, lease, sublease, encumber, sell, or convey the lands held in trust; provided that, the Trustee obtains the written approval of a majority of the beneficiaries, which includes the representative of a child or children of a deceased beneficiary, and only then, after giving the right of first refusal to the heirs of Trustor. Trustee may distribute the income or proceeds of any such transaction to the beneficiaries as their interests appear and arise; provided however, that all fees and costs for that transaction including, but not limited to, the trustee's fees, are paid first from the income or proceeds. Furthermore, the Trustee shall make such distribution to a beneficiary in a manner consistent with the best interests of the trust and the beneficiaries in mind.

The Trustee may petition and seek declaratory relief from the High Court of American Samoa whenever a beneficiary brings a good faith and informed disagreement to his or her attention, but only after attempts to achieve settlement or informal resolution have been unsuccessful.

The attorney for this trust, until replaced by a majority of the beneficiaries, shall be Rose Joneson Vargas and the principal attorney shall be David P. Vargas. Rose Joneson Vargas may sub-contract with other lawyers or law firms for specific tasks; provided however, that the role of trust attorney shall not be transferred thereby to another lawyer or law firm.

The Trustee shall inform and consult with all of the Beneficiaries and the Children of Deceased Beneficiaries through their designated representative, in a timely manner, by US Mail and otherwise, with regard to any proposed nomination, appointment, transaction or conveyance, and the Trustee must allow a reasonable time for the beneficiaries to consider and enter approval or objection to the matter proposed. Likewise, any beneficiary who proposes any such transaction must bring it to the attention of Trustee in a prompt and expedient manner.

The Trustee shall not manage, sublease, sell, convey or otherwise dispose of lands in trust at Olo in any manner or for any use inconsistent with the residential use and quiet enjoyment of the beneficiaries without the consent of a majority of the beneficiaries. Similarly, the beneficiaries shall be bound by the same limitations and restrictions.

The Trustee shall, as conditions of any lease, sublease, sale or conveyance require that the purchaser and subsequent purchasers expressly covenant to provide for the quiet use and enjoyment of the beneficiaries and their tenants.

Trustee shall receive as compensation for ordinary services the sum of SEVENTY FIVE DOLLARS PER HOUR (\$75.00) , and such additional compensation as is reasonable for any extraordinary services performed, not to exceed ONE HUNDRED FIFTY (\$150.00) per hour.

The Trustee shall not enter into any transaction affecting trust lands without the express written approval of a majority of the beneficiaries or through an order of the High Court of American Samoa.

The beneficiaries agree that the Trustee may enter into an agreement for legal services, other than through the trust's attorneys (Rose Joneson Vargas), and may incur reasonable

attorney's fee and costs to fulfill his duty to preserve and protect the assets of the trust. The Trustee shall inform the beneficiaries of the estimated cost to address any such legal matter before entering into any contract for such services, unless it is otherwise impractical for him to do so because of exigent circumstances. If it is determined by the Trustee that the matter to be addressed concerns only the interests of one or more beneficiary, but not all, then those particular beneficiaries, and not all beneficiaries, shall be responsible for payment of the fees and costs incurred by the Trustee and the attorney(s);

The Trustee may serve without bond; provided that a majority of the beneficiaries approve, which approval may be indicated by acquiescence.

The Trustee must accept his appointment to this trust, in writing, within 30 days of execution of this memorandum of understanding.

The Trustee shall be indemnified in his personal capacity against claims of third parties for any acts or transactions that occurred before accepting his appointment as provided for herein above.

The Trustee may be removed by order of the High Court or by a majority of the beneficiaries, with or without cause.

Further Recitals:

1. Trustor established the underlying trust pursuant to the laws of American Samoa in 1960;
2. Trustor named as beneficiaries her six children and the children of the six beneficiaries;
3. The trust is one unitary trust;
4. The trust was modified and the general interests of the beneficiaries were made into specific allocations for each of the beneficiaries in 1969;
5. The beneficiaries reallocated their interests again in 1982; this reallocation was intended to be permanent.
6. The 1982 Agreement was intended to provide for the exclusive use and quiet enjoyment of the individual beneficiaries and their heirs in the agreed upon individual shares of the trust. Furthermore, the 1982 Agreement contains a forfeiture clause intended to deter further challenges to the finality and validity of the Agreement. The Trustee shall be guided by the 1982 Agreement when determining majority approval and right of first approval with respect to disposition of any parcel of land at Olo or interests therein;
7. After 1982, the beneficiaries have, on occasion and without objection, reassigned their interests to one another, and have sold portions of the trust corpus, and have permitted certain uses without formal written objection by any beneficiary or heir. The beneficiaries agree that these transactions may or may not comply with applicable law and that the beneficiaries will work with the Trustee to correct any discrepancies in the transactions;
8. The trust permits the lease, sublease, encumbrance, sale or conveyance of the corpus to persons other than the beneficiaries or the heirs of Lena, but also requires that the beneficiaries have the right of first refusal, and further requires that a majority of the beneficiaries approve any such lease, sublease, encumbrance, sale, conveyance or the like;

9. The trust provides, and the Trustor intended, that, if and when the laws of American Samoa were to permit ownership by the beneficiaries of the lands in trust, the individual beneficiaries would become owners in fee simple of their existing interests in the land, but not before such time;
10. The beneficial interests in the trust of Trustor's grandchildren vest upon the death of the beneficiary and are limited to the existing share of their parent, which interest is shared in common with one another's siblings;
11. Trustor intended that her six beneficiaries be represented by their children (Trustor's grandchildren) until the trust terminates, or unless and until no children of the original six beneficiaries survive;
12. There is no provision in the trust for the great grandchildren of Trustor;
13. In every transaction involving trust land, the affected beneficiary and not the trust, must pay for his or her own legal advice, legal expenses and consultations when incurred, and may be required to pay a proportion of the legal fees and expenses incurred for the services of Rose Joneson Vargas, where the effort of the trust's legal counsel has been expended on behalf of, or in connection with, a beneficiary's proposed transaction.
14. The beneficiaries, children and grandchildren both, shall retain a beneficial interest in the trust whether or not they have divested, or in the future divest, any or all of their interests in the trust land, and subject to the intentions and allocation of land in the 1982 Agreement.

WHEREFORE, Trustee, Beneficiaries and the sole representative of the Heirs of John Alexander Kneubuhl execute this memorandum of understanding effective this ____ day of _____ 2010.

TRUSTEE:

Dated: _____

VAITOA HANS LANGKILDE

BENEFICIARIES:

Dated: _____

BENJAMIN F. KNEUBUHL, JR.

Dated: _____

MARGARET K. LANDRIGAN

Dated: _____

DOUGLAS CRANE KNEUBUHL

Dated: _____

JAMES PRITCHARD KNEUBUHL

Dated: _____

FRANCES K. OPELLE

HEIRS OF JOHN ALEXANDER
KNEUBUHL, DECEASED:

Dated: _____

GILIAN R. KNEUBUHL ROUSH,
Legal Representative and sole successor in interest
of John Alexander Kneubuhl

9. The trust provides, and the Trustor intended, that, if and when the laws of American Samoa were to permit ownership by the beneficiaries of the lands in trust, the individual beneficiaries would become owners in fee simple of their existing interests in the land, but not before such time;
10. The beneficial interests in the trust of Trustor's grandchildren vest upon the death of the beneficiary and are limited to the existing share of their parent, which interest is shared in common with one another's siblings;
11. Trustor intended that her six beneficiaries be represented by their children (Trustor's grandchildren) until the trust terminates, or unless and until no children of the original six beneficiaries survive;
12. There is no provision in the trust for the great grandchildren of Trustor;
13. In every transaction involving trust land, the affected beneficiary and not the trust, must pay for his or her own legal advice, legal expenses and consultations when incurred, and may be required to pay a proportion of the legal fees and expenses incurred for the services of Rose Joneson Vargas, where the effort of the trust's legal counsel has been expended on behalf of, or in connection with, a beneficiary's proposed transaction.
14. The beneficiaries, children and grandchildren both, shall retain a beneficial interest in the trust whether or not they have divested, or in the future divest, any or all of their interests in the trust land, and subject to the intentions and allocation of land in the 1982 Agreement.

WHEREFORE, Trustee, Beneficiaries and the sole representative of the Heirs of John Alexander Kneubuhl execute this memorandum of understanding effective this ____ day of _____ 2010.

Dated: 3/31/11

TRUSTEE:


VAITOA HANS LANGKILDE

BENEFICIARIES:

Dated: _____

BENJAMIN F. KNEUBUHL, JR.

Dated: _____

MARGARET K. LANDRIGAN

9. The trust provides, and the Trustor intended, that, if and when the laws of American Samoa were to permit ownership by the beneficiaries of the lands in trust, the individual beneficiaries would become owners in fee simple of their existing interests in the land, but not before such time;
10. The beneficial interests in the trust of Trustor's grandchildren vest upon the death of the beneficiary and are limited to the existing share of their parent, which interest is shared in common with one another's siblings;
11. Trustor intended that her six beneficiaries be represented by their children (Trustor's grandchildren) until the trust terminates, or unless and until no children of the original six beneficiaries survive;
12. There is no provision in the trust for the great grandchildren of Trustor;
13. In every transaction involving trust land, the affected beneficiary and not the trust, must pay for his or her own legal advice, legal expenses and consultations when incurred, and may be required to pay a proportion of the legal fees and expenses incurred for the services of Rose Joneson Vargas, where the effort of the trust's legal counsel has been expended on behalf of, or in connection with, a beneficiary's proposed transaction.
14. The beneficiaries, children and grandchildren both, shall retain a beneficial interest in the trust whether or not they have divested, or in the future divest, any or all of their interests in the trust land, and subject to the intentions and allocation of land in the 1982 Agreement.

WHEREFORE, Trustee, Beneficiaries and the sole representative of the Heirs of John Alexander Kneubuhl execute this memorandum of understanding effective this ____ day of _____ 2010.

TRUSTEE:

Dated: _____

VAITOA HANS LANGKILDE

BENEFICIARIES:

Dated: Feb 15, 2011

Benjamin F. Kneubuhl, Jr.
BENJAMIN F. KNEUBUHL, JR.

Dated: _____

MARGARET K. LANDRIGAN

Dated: _____

DOUGLAS CRANE KNEUBUHL

Dated: 2/14/11

James Pritchard Kneubuhl by
JAMES PRITCHARD KNEUBUHL
James K. Ople, P.O.A.

Dated: _____

FRANCES K. OPELLE

HEIRS OF JOHN ALEXANDER
KNEUBUHL, DECEASED:

Dated: _____

GILIAN R. KNEUBUHL ROUSH,
Legal Representative and sole successor in interest
of John Alexander Kneubuhl

BENEFICIARIES:

Dated: _____

BENJAMIN F. KNEUBUHL, JR.

Dated: _____

MARGARET K. LANDRIGAN

Dated: 5/7/2011



DOUGLAS CRANE KNEUBUHL

Dated: _____

JAMES PRITCHARD KNEUBUHL

Dated: _____

FRANCES K. OPELLE

HEIRS OF JOHN ALEXANDER
KNEUBUHL, DECEASED:

Dated: _____

GILIAN R. KNEUBUHL ROUSH,
Legal Representative of other Children
of John Alexander Kneubuhl

Dated: _____

DOUGLAS CRANE KNEUBUHL

Dated: _____

JAMES PRITCHARD KNEUBUHL

Dated: _____

FRANCES K. OPELLE

HEIRS OF JOHN ALEXANDER
KNEUBUHL, DECEASED:

Dated: 3/8/2011

Gilian R. Kneubuhl Roush
GILIAN R. KNEUBUHL ROUSH,
Legal Representative and sole successor in interest
of John Alexander Kneubuhl

Dated: _____

DOUGLAS CRANE KNEUBUHL

Dated: _____

JAMES PRITCHARD KNEUBUHL

Dated: 1-28-2011

Frances K. Opelle
FRANCES K. OPELLE

HEIRS OF JOHN ALEXANDER
KNEUBUHL, DECEASED:

Dated: _____

GILIAN R. KNEUBUHL ROUSH,
Legal Representative and sole successor in interest
of John Alexander Kneubuhl