

**AFFIDAVIT OF RICHARD GREEN  
REQUEST FOR MEMBER LIST AND ASSOCIATION DOCUMENTS  
REQUEST FOR ARBITRATION  
ASSOCIATION OF APARTMENT OWNERS OF CANTERBURY PLACE**

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

FIRST JUDICIAL CIRCUIT

I, RICHARD GREEN, being duly sworn, do hereby state as follows:

**I. IDENTIFICATION AND CAPACITY**

1. My name is RICHARD GREEN, and I am an owner of Unit 24A at Canterbury Place, located at 1910 Ala Moana Boulevard, Honolulu, Hawaii 96815 (the "Property").
2. I am a member of the Association of Apartment Owners of Canterbury Place (the "Association" or "AOAO"), and as such, am entitled to request access to association records and membership information pursuant to Hawaii Revised Statutes Chapter 514B.
3. I request electronic document production by email or internet access pursuant to Hawaii Revised Statutes Chapter 514B.
4. I request arbitration of multiple disputes regarding lease renegotiation as provided in Hawaii Revised Statutes § 514B-162.
5. I have owned Unit 24A since 2014. I continue to own and reside in the unit at this date.

**II. STATUTORY BASIS FOR REQUEST**

6. Pursuant to Hawaii Revised Statutes § 514B-153(e), the Board of the Association is required to maintain an accurate and current list of members of the association and their current addresses and produce the list to an owner pursuant to HRS § 514B-154.5(6).
7. Pursuant to Hawaii Revised Statutes § 514B-154.5, I am entitled as a unit owner to access all financial and other records, the declaration, bylaws, house rules, master lease, sample conveyance documents, detailed financial records, management contracts, written agreements and other documents specified in that statute.
8. Pursuant to Hawaii Revised Statutes § 514B-154.5(a)(12) and (14), I may request other documents maintained by the association in writing, and the board shall give written authorization or refusal with explanation within thirty (30) calendar days of request receipt.
9. Pursuant to Hawaii Revised Statutes § 514B-154.5(a)(15)(d), I may request documents be made available electronically.

10. Hawaii Revised Statutes § 514B-162 provides arbitration is required for “any dispute concerning or involving one or more unit owners and an association, its board, managing agent, or one or more other unit owners relating to the interpretation, application, or enforcement of this chapter or the association's declaration, bylaws, or house rules adopted in accordance with its bylaws shall be submitted to arbitration....”

### III. DOCUMENT REQUESTS

11. For the Member List Request, I am making this affidavit to satisfy the requirements of HRS § 514B-154.5(6), which requires the association to provide the membership list to any unit owner or owner's authorized agent who provides a duly executed and acknowledged affidavit with the representations set forth below.

12. I request the following documents from the Association:

(a) Membership List (HRS § 514B-153(e), HRS § 514B-154.5(6)):

- An accurate and current list of all members of the Canterbury Place Association of Apartment Owners
- Current mailing addresses of all unit owners
- Full contact information including nonresident addresses, email addresses, and telephone numbers.

(b) Financial Records (HRS § 514B-154.5(a)(1) and § 514B-152):

- All financial and other records sufficiently detailed to comply with requests for information and disclosures related to resale of units related to lease renegotiation

(c) An accurate copy of the master lease and any amendments or agreements related thereto (HRS § 514B-154.5(a)(2) and § 514B-152):

(d) Management and Lease Renegotiation Documents including all invoices and payment records for all activities related to lease renegotiation (HRS § 514B-154.5(a)(5), (6), (12), (14)):

- All executed management contracts from entities managing the property or representing the AOO in lease renegotiation
- All agreements, correspondence, analysis, and appraisals relating to the 2025 master lease rent renegotiation with the Kong family Lessors
- Board minutes and meeting materials addressing the lease renegotiation
- Valuation studies, appraisals, and comparable property analyses used in the lease renegotiation
- Communications from the Board to unit owners regarding the lease renegotiation
- Any independent counsel opinions or legal memoranda concerning the lease renegotiation
- Copies of all signed and executed agreements for managing the operation of the property
- Any other documents, records, or information maintained by the association related to lease renegotiation not specifically identified in statute

### IV. REPRESENTATIONS REGARDING USE OF MEMBERSHIP LIST

13. In accordance with HRS § 514B-153(e) and HRS § 514B-154.5(6), I make the following representations regarding the use of the membership list:

(A) The membership list will be used by me personally, my authorized agents, and/or counsel, and only for the purpose of:

- Soliciting votes and proxies from unit owners on matters affecting the association
- Providing information to other unit owners with respect to association matters
- Specifically, communicating with other unit owners regarding their rights and interests in the lease rent renegotiation negotiated and approved by the Board in 2025, and potential responses including mediation, arbitration, RICO complaints, and litigation to address alleged breaches of lease and violations of HRS § 514B-151(c) and other statutory duties

(B) The membership list shall not be used by me or furnished to anyone else for any other purpose. The list will be kept confidential and used solely for the association-related communications identified above.

## V. PURPOSE AND CONTEXT OF DOCUMENT REQUESTS

14. The purpose of these document requests is to enable me to exercise my contractual and statutory rights as a unit owner, including:

- Statutory Compliance: To satisfy my right and responsibility as a member of the association to understand and participate in association governance and financial matters
- Communication with Other Owners: To communicate with fellow unit owners regarding association matters and potentially coordinate collective action or responses
- Evaluation of Legal Claims: To gather information necessary to evaluate and seek counsel whether association actions comply with Hawaii law, specifically HRS § 514B-151(c) regarding the independent counsel requirement for the lease renegotiation
- Potential Dispute Resolution: These documents may be used in future good faith efforts to resolve disputes with the association through RICO regulatory action, mediation, arbitration, or litigation, if necessary

15. I initially requested multiple documents from the Association beginning on October 31, 2025, and have submitted several follow-up requests since that date. As of the date of this affidavit, the Association has not provided the requested documents.

16. The association is required to provide these documents within thirty (30) days of receiving a written request or provide written explanation of any refusal.

## VI. PURPOSE AND CONTEXT OF EIGHT DISPUTES FOR ARBITRATION

17. Four Major Statutory Violations:

(1) (HRS 514B-151): AOAO acted as Sublessor (for 8 units) and an owner less than nine months prior to the July 1, 2025, rent reset date. The AOAO as Sublessor violated the statute and renegotiated the master lease for 54 owners without Independent Counsel.

(2) (HRS 514B-149) AOAO Unauthorized Spending: Expending Association funds on lease renegotiation without proper statutory or contractual authority.

(3) (HRS § 514B-153(e), HRS § 514B-154.5(6)): Withholding Information: Statutory failure to provide owner contact lists (preventing organization).

(4) (HRS § 514B-154.5(5), (12), (14)): Withholding Information: Statutory failure to provide lease renegotiation documentation.

18. Four Major Lease Violations:

(1) Master Lease (Para 23) mandated arbitration if no agreement by April 2, 2025, for lease reset date of July 1, 2025. AOAO waived this lease right of all Sandwich Lessees without vote or authority. AOAO waived this lease right of all Commercial Lessees without vote or authority. AOAO continued negotiation despite clear lease language that if a written agreement is not reached 90 days prior to the July 1, 2025 reset date, the value “shall be determined by arbitration.” AOAO made an Agreement for renegotiated lease rent without authority.

(2) Master Lease (Para 3) and HRS § 519-1 failure to correctly establish value.

(3) Sandwich Assignees Modification of Master Lease by Limited Warranty Assignment of Ground Lease and Sublease and Lessors Consent and Agreement (“Assignment Documents”) executed by AOAO, Lessors and each of 54 individual Sandwich Assignees modified master lease rights, granted individual benefit of all statutory and master lease provisions, voting rights, and individual contract privity with Lessors.

- Relevant provisions of Assignment documents agreed and executed with each individual Sandwich Assignee include:

“9. This Agreement amends and is intended to supplement the terms and conditions of the Ground Lease but to the extent there is any conflict, the terms and conditions of this Agreement shall control over any terms and conditions of the Ground Lease.”

... - Assignment Documents “shall not constitute a waiver of any of the terms, covenants, provisions or conditions of the Ground Lease.” Master Lease Arbitration was required by the Master lease for failure to reach agreement by April 2, 2025. Arbitration is a specific contract right, entitlement and protection for each Sandwich Assignee. Arbitration was waived by AOAO without consent of any impacted parties.

- Assignment Documents create a direct conflict by appointing AOAO as Lessor’s Agent to collect Monetary Obligations from Sandwich Assignees and grant of Lessor subrogation to AOAO for collection.

- Assignment Document failure to provide opportunity to vote.

(4) AOAO agreement to retroactive rent resulting from Lessor breach of Master Lease Agreement, with no statutory or contract authority for retroactive rent.

## VII. GOOD FAITH REPRESENTATION

19. I make this affidavit in good faith for the legitimate purposes of exercising my rights and duties as a unit owner of the Canterbury Place condominium. I am not requesting these documents for any improper, commercial, or political purpose. I represent that:

- I am an actual unit owner at the Property
- I am requesting these documents in the interests of the association and its members
- I intend to use the information responsibly and in accordance with the law

## VIII. VERIFICATION

20. I declare under penalty of law that the foregoing statements are true and correct to the best of my knowledge, information, and belief.

Executed on December 15, 2025 (Date)

  
RICHARD GREEN  
Unit 24A, Canterbury Place  
1910 Ala Moana Boulevard  
Honolulu, Hawaii 96815

STATE OF HAWAII

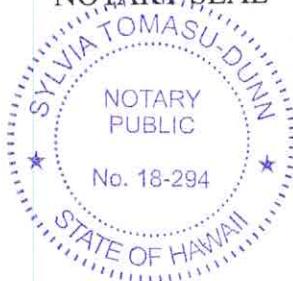
CITY AND COUNTY OF HONOLULU

FIRST JUDICIAL CIRCUIT

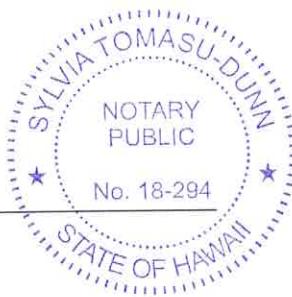
Personally appeared RICHARD GREEN, known to me to be the person whose name is signed on the foregoing affidavit, subscribed and sworn to (or affirmed) before me this 15 day of December, 2025.

Document Description: Affidavit of Richard Green, dated December 15, 2025, 5 Pages

NOTARY SEAL



NOTARY SIGNATURE 



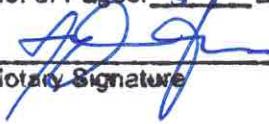
Date 15 December, 2025

Notary Printed Name: Sylvia Tomasu-Dunn

### NOTARY PUBLIC CERTIFICATION

Sylvia Tomasu-Dunn First Judicial Circuit  
Doc. Description: Affidavit of Richard Green Request for Member List in Association Docs Request for Arbitration  
No. of Pages: 5 Date of Doc. 12/15/25

My Commission Expires: JUN 24 2026

  
Notary Signature

  
Date