WHO CONTROLS THE LAND UNDER CANTERBURY PLACE?

The Sandwich Lease Switch

The Kong Lessors lost majority control in 2019 and ignored deed restrictions in ALL 151 residential/commercial units requiring property decisions by a MAJORITY manager of the Management Committee of Land Owners on behalf of ALL Land Owners

MANAGED BY AOAO REPRESENTING MAJORITY 53.83% LAND OWNERS

NO AOAO CONTROL – DECISIONS MADE BY THE KONG LESSOR MINORITY.
NO FEE SIMPLE ACQUISITION FOR 62 REMAINING LESSEES.
NO FEE SIMPLE ACQUISITION FOR COMMERCIAL LESSEE.
ILLEGAL RETROACTIVE RENT INCREASE 15.91x FROM $41,789 TO $664,926.

▼ BEFORE through 12/23/2016 LESSOR'S UNRECORDED CONSENT AGREEMENT ▼

AOAO 20 12.89% FEE SIMPLE + SANDWICH LEASE LAND MANAGED BY KONGS	AOAO 62 REMAINING RESIDENTIAL UNIT OWNERS 38.18% GROUND LEASE + SANDWICH LEASE LAND MANAGED BY KONGS	COMMERCIAL LESSEE 8.0% LAND MANAGED BY KONGS	64 FEE SIMPLE RESIDENTIAL UNIT OWNERS: 40.94% LAND MANAGED BY KONGS
MANAGEMENT COMMITTEE KONG MANAGER CONTROL: 59.07%			AOAO MINORITY: 40.94%

▼ 2017 BEGINNING OF AOAO SANDWICH LEASE PURCHASE PROGRAM ▼
▼ THE GOLD AOAO 20 BLOCK (12.89%) IS PAID OFF AND SWITCHES SIDES ▼

54 RESIDENTIAL UNIT OWNERS: 33.59% LAND MANAGED BY AOAO	8 LEASE + SUB LEASE AOAO SUB-LESSOR UNITS 4.59%	COMMERCIAL LESSEE 8.0% LAND MANAGED BY AOAO	64 FEE SIMPLE RESIDENTIAL UNIT OWNERS 40.94% LAND MANAGED BY AOAO	AOAO 20 12.89% FEE SIMPLE PURCHASED SANDWICH. LAND MANAGED BY AOAO
KONG MINORITY INTEREST: 46.18%			MANAGEMENT COMMITTEE AOAO LAND OWNER MAJORITY MANAGER 84 UNITS "ON BEHALF OF ALL LAND OWNERS": 53.83%	

TWO RECORDED EVENTS SEALED IT — the AOAO 20 fee sandwich payoffs — completed before the 04/23/2019 amendment was recorded — moved the 12.89% across the table, and that amendment armed the majority AOAO to buy the fee. EVERY 'manager' action since — including the 11/14/2025 rent agreement violated deed restrictions and

WAS TAKEN BY THE UNAUTHORIZED KONG LESSOR MINORITY!

MANAGEMENT COMMITTEE DEED RESTRICTIONS GRANTED AOAO MAJORITY CONTROL IN 2019

Memorandum of Canterbury Place Co-Owners' Agreement dated February 18, 2000, was executed when the fee simple land was encumbered by a 100% leased fee Kong interest. The Agreement appears in 151 unit purchaser/assignee conveyance AND 54 residential plus commercial sandwich assignments only as a title reference without the operative text. To examine the terms and conditions of the deed restriction requires the extra step which no one took to actually retrieve the recorded instruments and read the Agreement. Failure to do so since 2019 is not a simple mistake –it is gross negligence. The AOAO power and authority managed to hide in plain sight because of incompetent professional advisors. The Agreement at Exhibit A waived the partition right to sell, but for which the majority could have exercised that right. Three simple and straightforward independent obligations were created:

First - "Decisions related to property ownership, land rent negotiation and payment of related property expense be made by a Management Committee consisting of the land owners on behalf of all land owners…"

Second – "withholding from land rent received, **reasonable** sums to pay estimated property expenses"

Third – "all such terms and conditions of the Co-Owners' Agreement shall continue until the expiration of the Master Lease for the land on June 30, 2061."

IF YOU OWN FEE SIMPLE (84 OWNERS — 53.83%)

Residential unit owners have held MAJORITY Management Committee AOAO control since completion of the AOAO 20 sublease acquisitions. The 04/23/2019 condo amendment granted authority to exercise control to buy out the entire Kong residential minority. Both powers sit unused in your own deed while leasehold distress drags down YOUR resale value. Failure to exercise the power and rights granted by the Kong Lessors in instruments recorded since 2000, and agreement executed without recording or publicizing to owners, is a breach of AOAO fiduciary duty causing millions in damages to all units — and the fix benefits you at no direct cost to any fee simple residential unit owner.

THE 54 RESIDENTIAL LESSEES (33.59%)

Leasehold properties without the fee are losing massive value daily. IF I could sell my 24A today I would have a $250K loss. If I could sell my unit for fee, I could expect a $250K profit. THE SWING IS ONE HALF MILLION DOLLARS. Every residential lessee has the same problem. The AOAO must exercise the control granted by deed restrictions.
FEE SIMPLE IS THE ONLY ANSWER.
Kong Lessors failed to disclose to sublessees or AOAO the loss of control and availability of fee simple, threatening without authority to refuse to discuss it. The rent agreement was signed 11/14/2025 by agreeing with the MINORITY to value without any appraisal. We are each being charged illegal lease rent and retroactive rent by the Kongs that YOUR AOAO is collecting as their agent.

THE COMMERCIAL LESSEE (8.0%)

The same minority-signed rent reset fixed commercial rent at $9,600 per month on the unsupported $24,000,000 — after the appraised basis ($9,300 on $23,250,000) was briefly applied and then rebilled. Same 12/23/2016 consent, same direct privity, same unconsented modification and the even older Condo Amendment from 2014 controlling. Full alignment with the residential lessees in acquiring the fee.

THE 8 SANDWICH-LEASE OWNERS (4.59%)

The AOAO is your landlord (sublessor), the Kongs' appointed rent collector, AND your claimed representative — three hats on one head. HRS §514B-151(c) and (d) required independent lessee counsel; none was appointed because a lawyer said, "the Association was negotiating with the Fee Owner, so there was no self-dealing…". The AOAO's Unit 7D — sandwich purchased for $79,168.55, merged, then lost to the foreclosure recorded 12/05/2024 — shows what that conflict costs.

THE KONG LESSORS' OWN PAPER TRAIL

They wrote the rules in 2000, sold the land majority in 2000–2001 with manager strings attached, because 20 purchasers did not buy the sublease. They signed an UNRECORDED Agreement "as the manager of the remaining 53.83%" on 12/23/2016. Unreported title issues were not disclosed to purchasers. All 20 sublease purchasers bought by 2019, terminating minority control. Kongs declined buyout offers in 2014 ($14,208,000 for all) and ($12,685,000 for residential only) — the 2019 refusal made by the MINORITY without any Management Committee authority. The 11/14/2025 Rent Agreement's own §1.2 recites their 46.1754% MINORITY — with no recitation of control. After the 2019 switch, the only body with authority over rent was a Committee their counterparty controlled — so they intentionally ignored deed restrictions to make sure no MAJORITY Management Committee ever met.
WE HAVE BEEN CHEATED!

THE AOAO BOARD

The Board SIGNED the 12/23/2016 UNRECORDED consent — actual knowledge of the Co-Owners' Agreement and the manager structure nine years before the 2025 rent deal. Failure of "professional advisors" to just say no resulted in complying with a Kong minority directive not to mention fee conversion at all.
The 15.91× increase and retroactive rent were billed by Hawaiiana 10/17/2025 — before any agreement or appraisal existed. Increase and RETROACTIVE rent were rebilled — though the CCD and Master Lease require rent IN ADVANCE and you were current through November 2025. Sandwich purchase created a DIRECT individual lease with the Kongs that no one could modify without YOUR consent.
As the Kongs' appointed collection agent for a disclosed principal, CONTINUING TO COLLECT rent set through deceptive practices, after written notice, perpetuates the damages and the AOAO's own liability. The tools to end it are in the Board's hands.

PROFESSIONAL LIABILITY EXPOSURE

LBCH closed its lessee file 06/20/2019 without advising anyone of the control shift, the deed restrictions, or the individual consents. Ekimoto, CBRE, Hawaiiana, and Monarch each missed recorded instruments hiding in plain sight — including the 06/30/2061 Master Lease expiration . Hawaiiana billed before any agreement existed, never produced the 2016 consent, and transfers its records to Cadmus 08/01/2026 under a litigation hold. Average damage exceeds $335,000 per leasehold unit; building-wide UDAP exposure is estimated to exceed $50 million — against a $10 million umbrella policy.

THE RECORDED WAY OUT

UDAP HRS §480-12: agreements in violation of Chapter 480 are VOID. Convene the Management Committee around the 53.83% majority, terminate the illegal rent, and acquire the Kong 46.18% at its properly appraised, partial-interest PARCEL value, or sell at public auction subject to AOAO first refusal. 84 units have already converted; the recorded mechanism awaits the other 62 residential and .commercial lessees. Arbitration should be unnecessary — simply comply with the statutes and the governing documents. Fee simple for every unit. Your 2019 First American Title Insurance Sandwich policy may respond — tendering a claim costs you nothing.

Prepared by Richard K. Green, Unit 24A (pro se), July 2026 · Sources: recorded Co-Owners' Agreement (Doc 2609817, 02/18/2000); unrecorded Lessor's Consent Agreement (12/23/2016); sandwich purchase consents (recorded 2017–2018); Memorandum & Financial Analysis (07/03/2026)