MEMORANDUM - 07/20/2026
Unrecorded Lessor's Consent Agreement (12/23/2016), Management Committee Control, and the Recorded Path to Fee Simple

EXECUTIVE SUMMARY. *An UNRECORDED Lessor's Consent Agreement dated 12/23/2016 was executed in connection with multiple other recorded documents authorizing the AOAO to acquire the Sandwich lease. The UNRECORDED Agreement was signed by multiple parties, including the Kong Lessors 46.17% "as the manager of the remaining 53.83%" fee simple and signed by the AOAO — was the last known action of the Kong Lessors control as Manager of the deed restriction Management Committee. The Kong Lessors knew the recorded Co-Owners' Agreement of 02/18/2000 governs all land decisions, including rent. When the AOAO 20 completed their Sandwich sublease purchases by the end of 2018, majority Management Committee control shifted to the AOAO as representative of the 53.83% now unencumbered fee simple majority. The 04/23/2019 Declaration Amendment for the AOAO 62 Residual Remaining Residential Lessees — with the 08/12/2014 Declaration Amendment which included commercial — added the recorded authority to acquire the Kong minority's leased fee. Both powers have sat ignored so the AOAO MAJORITY could rapidly capitulate to the Kong Lessor MINORITY, to mislead the bank funding $7 million for plumbing repairs that the matter was resolved. The Kong Lessors concealed the Committee requirement from the lessees to whom disclosure was owed, declined buyout offers in 2014 ($14,208,000) and 2019 ($12,685,000), and in 2025 set a 15.91× rent — $664,926 per year for illegal and retroactive rent — through the wrong body, on an unappraised agreed $24,000,000, billed retroactively in violation of the IN-ADVANCE covenants of the CCD and Master Lease. HRS §480-12 renders unfair agreements in violation of Hawaii UDAP statute 480-12 VOID. The remedy: stop collecting illegal rent, convene the Management Committee, and acquire the Kong 46.18% at its properly appraised, partial-interest PARCEL value. Acquire fee simple for every unit, ending a dispute with more than $50 million in building-wide ramifications.*

The UNRECORDED Agreement. *A unit owner recently provided me with a compelling UNRECORDED agreement I had never seen. The owner related that the document was received from Hawaiiana several years ago. It is likely most, if not all, current Board members have never seen it. It was squarely within my multiple document requests commencing 12/29/2025 and since, and it was never produced. Failure to produce this document, and other requested documents intentionally or negligently will be referred to RICO for action. Separate records demand and litigation-hold notice to Hawaiiana and Cadmus issues concurrently with this Memorandum. The failure to disclose the material fact related to title to the purchasing sublessors calls the entire sublease purchase transaction into question, potentially triggering title insurance duty to defend.*

What the document is. *The attached Lessor's Consent Agreement dated 12/23/2016 is the Kong Lessors' consent enabling the AOAO's purchase of the residential and commercial sandwich sublease interests via several assignments, from the Pulley Trust, the Kongs, StarNev, and 1910, all signed 12/23/2016, the same date as this UNRECORDED consent. In it, the Kong Lessors recite that their "right to manage the remaining 53.83% interest" comes from the recorded Canterbury Place Co-Owners' Agreement effective 02/18/2000, and they execute the operative consent "for itself and as the manager of the remaining 53.83% interest of the ground lessor." As of 2019, the Kong Lessors no longer retained any management authority over the 53.83% majority fee simple. The AOAO signed this acknowledgment of the Kong dual roles. The Kong signatures on this decade-old UNRECORDED document are the same signatures that appear on the recorded Co-Owners' Agreement of 02/18/2000 and on the Agreement to Set Rent of 11/14/2025.*

What the deed restrictions require. *No arbitrator or judge is needed to interpret the deed restrictions carried on the title of all 151 unit owners through an identical Exhibit A legal description conveyance "SUBJECT, HOWEVER, TO:" — and carried a second time in the 54 Sandwich purchase consent agreements. Simply read the clear and unequivocal requirements that every professional since 12/23/2016 has failed to grasp. The instrument appears in the conveyances only as a title reference without the operative text; examining its terms requires the simple step — which no one took — of actually retrieving the recorded instrument and reading it. Failure to do so 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* *waived the partition right, but for which the majority could have exercised that right, mandating in return three simple and straightforward independent obligations:*

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…."
The full verbatim instrument text is at Exhibit A.

What it proves. *Unless there are more undisclosed, unrecorded documents not produced in response to multiple requests, 12/23/2016 is the last documented exercise of the Management Committee separate manager role by the Kong majority — conducted in compliance with the deed restrictions, while they still held control. By the end of 2018, the AOAO 20 fee simple owners had completed their sandwich purchases, and majority Management Committee control shifted to the AOAO as representative of the now-unencumbered 53.82% fee simple majority. The Kong Lessors had lost the last vestige of controlling interest in the fee simple to the AOAO fee simple majority. By the time the Condominium Declaration Amendment was recorded on 04/23/2019, both prerequisites existed: the AOAO held majority Manager control of the land, and the recorded authority to acquire the leased fee for the AOAO 62 Residual Remaining Residential Lessees. That authority also extended to Commercial by Condominium Declaration Amendment recorded 08/12/2014. AOAO professional advisors failed to recognize the shift of control in accordance with deed restrictions. Professional advisors since 2019 must be held accountable for failure to seize control of the Management Committee and make decisions. The AOAO must now be advised to seize control.*
THE KONG LESSORS LOST THE MAJORITY — AND THEY KNEW IT. *They signed "as the manager of the remaining 53.83%" on 12/23/2016 — proof they recognized the dual role, its recorded source, and its terms. After 2019, the Kong Lessors were no longer Manager of the Management Committee or of the unencumbered 53.83% majority fee simple unit owners represented by the AOAO. The 11/14/2025 Agreement's own §1.2 recites that the Master Lessor "still currently owns an undivided 46.1754% interest" — with no recitation of control. Between those two signatures, the Management Committee is never mentioned again. After the switch, the only body with recorded authority to negotiate their rent was a Committee their counterparty*

controlled — so they made sure it never met. Acknowledging the AOAO majority Management Committee they themselves created would have had painfully obvious price repercussions.

In 2019, based on appraisal, the Kong Lessor MINORITY rejected a purchase offer for the 62 residential only, 38.18% of the land, for $12,685,000 — without Management Committee authority. The Kong Lessors, by their own deed restrictions recorded in 2000, and as evidenced by the UNRECORDED Lessor's Consent Agreement, were no longer the Manager of the fee simple owned by the 84 residential fee owners of 53.82% of the land, represented by the AOAO. There are dozens of documents which incorrectly use the Master Lease Spencecliff computation of lease expiration at 06/30/2051, depriving lessees of TEN YEARS of continued ownership that the Kong Lessors unquestionably granted in 2000. The majority was no longer bound by the decisions of the Kong Lessors — and all professional advisors continued blind to the lease amendments in the individual sandwich and commercial conveyances, the AOAO majority, the deed restrictions, and the crystal clear 06/30/2061 Master Lease expiration deed restriction modification.

The legal consequence. *The Kong Lessors intentionally concealed the Management Committee requirement since 2019 — a misrepresentation of material fact whose disclosure was owed to the sublessee purchasers. On 06/20/2019 LBCH advised lessees, "our role as lessee counsel is complete and we are closing our file." LBCH failed to advise anyone of the implications of the change in majority control, the existence and meaning of the Management Committee deed restrictions, or the impact of each Sandwich lease assignment individual Lessor's Consent and Agreement signed with every commercial and sandwich lease purchaser. Lessee and AOAO advisors simply failed to read and understand the recorded instruments. The Kong Lessors' failure to comply with the structure they created supports intentional and negligent misrepresentation, gross negligence, breach of the duty of good faith and fair dealing, and unfair and deceptive acts and practices under HRS Chapter 480, for which deception is the statutory touchstone. The available UDAP remedy is short, sweet, and to the point:*

> *§480-12 Contracts Void. Any contract or agreement in violation of this chapter is void and is not enforceable at law or in equity.*

More importantly, the deceived parties are not the AOAO of 151 units. The deceived and damaged parties are the 54 remaining residential individual owner lessees, the AOAO as sublessor for 8 sublessees, and the commercial lessee — all of whom have paid hundreds of thousands of dollars without independent, competent representation or a voice at the table. The AOAO is the directly appointed AGENT of the Kong Lessors, by the sandwich lease and commercial acquisition documents, to collect the lease rent from each individual unit owner. THE AOAO HAS BEEN MADE AWARE OF THE PRIOR PROFESSIONAL FAILURES — CONTINUING TO ACT AS COLLECTION AGENT FOR THE KONG LESSORS' DISCLOSED PRINCIPAL ON RENT OBTAINED THROUGH DECEPTIVE PRACTICES PERPETUATES THE DAMAGES AND MUST STOP. We are marking the first anniversary of an illegal lease rent obligating collection of $664,925.76 per year from the individual unit owners. In the absence of a valid agreement with each individual lessee, the amount paid IN ADVANCE far exceeds the amount due for the full 10-year term of the lease, which has not been legally reset. If I had been allowed to help a year ago, we would not be here today.

Condo Documents Require Rent Payment IN ADVANCE. *The illegal lease rent included another violation of the CCD, the Condominium foundational document, which clearly states lease rent is payable IN ADVANCE. There was no authority in any condominium document or statute authorizing retroactive rent. Rent was paid prior to the execution of the illegal rent agreement through November 2025. The CCD is quoted as follows:*

> *IV. Grantee's Covenants. The Grantee, in consideration of the premises, hereby covenants and agrees with the Ground Lessors as follows: 1. Rent. The Grantee shall pay or cause to be paid to the Ground Lessors, or to such person as the Ground Lessors may hereafter from time to time designate in writing, including without limitation the Board of Directors of the Association of Apartment Owners, IN ADVANCE in equal monthly installments on the effective day hereof and on the first day of each month thereafter in legal tender of the United States of America and without deduction, notice or demand…*

The Master Lease, amended by my Sandwich purchase documents, confirms the requirement for payment IN ADVANCE:

> *"3. RENT. Lessees shall pay to Lessors in legal tender of the United States, in equal monthly installments, IN ADVANCE, and without deduction or demand…"*

All lessees, including the AOAO sublessor, have been defrauded by the Kong Lessors. The Sandwich lease purchase Lessor's Consent and Agreement for each sandwich purchaser provides that the consent is an amendment to the ground lease. This Agreement is executed jointly by the Kong Lessors, the AOAO, and each individual Sandwich sublease purchaser. Each Sandwich sublease purchaser established direct contractual privity with all relevant parties. Each unit owner's individual rights relevant to this contract were waived on the advice of counsel by the AOAO. Each unrepresented Canterbury Place lessee has been victimized without the benefit of counsel, without proper authority, causing millions of dollars in damages, in the interest of plumbing repairs. Demonstrated malpractice of this magnitude will contribute handsomely to master lease acquisition and plumbing repairs.

Acquisition of the fee after 2019 would have made the 11/14/2025 Agreement completely irrelevant. That Agreement was negotiated by the wrong body, for the wrong objective, outside the recorded authority structure — while the Board separately agreed to a Kong minority directive not to mention fee conversion at all, a directive the Kong Lessors had no authority to give. Canterbury Place was hoodwinked by the Kong Lessors, and every owner should be shouting for justice.

The attached Land Control explanation prepared for the unit owners presents the implications and meaning of this unrecorded document, the liabilities it exposes, and the opportunity it presents for the AOAO to comply with the statutes and governing documents and obtain the fee. Any professional advisor without an agenda should review the undisputed record, recognize that the key instruments were ignored by predecessors, and pivot these proceedings to the solution most beneficial to the building: acquiring the remaining leased fee minority interest at its properly appraised, partial-interest PARCEL value. Arbitration should be unnecessary. The tools are in the Board's hands to resolve my dispute — and its more than $50 million in building-wide ramifications — for the betterment of every owner.

I remain willing to assist.

Richard K. Green, Unit 24A Owner, Pro Se, 1910 Ala Moana Blvd. Apt. 24A,
Honolulu, HI 96815   954-298-2771 · 808-753-6336 · info@CanterburyLeasing.net

EXHIBIT A — Quoting Memorandum of Canterbury Place Co-Owners' Agreement, effective 02/18/2000 (Land Court Doc. 2609817; Bureau Doc. 2000-027224)

I continue to quote the verbatim provisions of the deed restrictions, to eliminate any continuing ignorance of existence. These deed restrictions encumber the property of every one of 151 Canterbury Place unit owners, twice for Sandwich sublease purchasers. The restrictions have been habitually violated for the benefit of the Kong Lessors. Failure to exercise the power and rights conferred by the Memorandum and the Condo Declaration Amendments of 2014 and 2019 is a breach of fiduciary duty. The only available solution is to simply comply with statutes and governing documents. The baffling part is continuing to fight against a solution which is so clearly advantageous to every unit owner and the building as a whole. Despite appearing by reference 205 times or more in the land records, the relevant terms of the first of the three agreements are repeated verbatim,
SUBJECT, HOWEVER, TO :

5. The terms and provisions contained in the following:

INSTRUMENT: MEMORANDUM OF CANTERBURY PLACE CO-OWNERS' AGREEMENT
DATED: Effective February 18, 2000
FILED: Land Court Document No. 2609817
RECORDED: Document No. 2000-027224
PARTIES: CORINNE JEEN-TAU KONG, also known as CORINNE KONG, … (list of Kong family parties), followed by two related Agreements with similar parties:

That the Kong Family, by Co-Owner's Agreement dated February 18, 2000, the terms and conditions of which are hereby made fully and completely as if herein specifically set forth, have made material and essential covenants running with the land, which touch and concern the land as follows:

(1) collection of land rent due under the Master Lease through a licensed Hawaii collection agent, and withholding from land rent received, reasonable sums to pay estimated property expenses;

(2) 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 which committee shall initially consist of the following three (3) members: Corinne Jean-Tau Kong, Vivien Puanani Tsin-Tau Kong Ho, and Raestelle Oi-Tau Kong Gorman;

(3) the waiver of all land owners rights to file and maintain a partition action under Chapter 668 of the Hawaii Revised Statutes to force the sale of the land described in Exhibit "A"; and

(4) 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.

EXHIBIT B — IMPORTANT EVENTS TIMELINE

- *2014 — Based on the 2014 Hallstrom appraisal, an offer to purchase the ~46.18% leased fee (62 residential and 5 commercial) for $14,208,000 was made to the Kong Lessor MAJORITY — and DECLINED.*
- *03/06/2015 — Land Court order (on submission by Ekimoto) confirming the 7D foreclosure sale to the AOAO, subject to the first mortgage.*
- *12/23/2016 — AOAO purchased the sandwich sublease interests: several assignments (Pulley Trust, Kong, StarNev and 1910), all signed 12/23/2016 — the same date as the unrecorded Lessor's Consent Agreement attached. Unit 7D's sandwich merged into AOAO ownership on purchase, without the individual Lessor's Consent executed for every other sandwich purchaser; the AOAO paid $79,168.55 for the 7D sandwich sublease.*
- *03/16/2017 — AOAO announced the Sandwich Interest Sale Program for the AOAO 82.*
- *05/21/2018 — LBCH advised lessees of a second AOAO-owned unit, not yet identified, WHICH TRIGGERED THE REQUIREMENT FOR LESSEE INDEPENDENT COUNSEL.*
- *By the end of 2018 — the AOAO 20 fee simple owners completed their sandwich purchases, shifting majority Management Committee control of "Decisions related to property ownership, land rent negotiation and payment of related property expense" to the AOAO land-owner majority.*
- *04/23/2019 — Condominium Declaration Amendment recorded, authorizing the AOAO to assist the 62 residual remaining residential lessees to acquire the leased fee from the Kong Lessors. BY THIS DATE, BOTH PREREQUISITES EXISTED — majority control and acquisition authority.*
- *2019 — Based on a CBRE appraisal, an offer for 62 Residual Remaining Ground Lessees owning the 38.18% residential leased fee was made to the Kong Lessor MINORITY for $12,685,000. The Kong Lessors DECLINED without any Management Committee authority or action. Perhaps the single worst decision at Canterbury Place since 1970: the majority was no longer bound by Kong decisions, and every professional advisor remained blind to the AOAO majority, the deed restrictions, and the 06/30/2061 lease expiration.*

- *06/20/2019 — LBCH advised lessees "our role as lessee counsel is complete and we are closing our file" — without advising anyone of the control shift, the Management Committee deed restrictions, or the impact of the individual Lessor's Consents signed with every sandwich and commercial purchaser.*
- *07/01/2024 — City & County Tax Assessor revalues the entire Canterbury Place land parcel at $8,073,000; Kong 46.1754% pro-rata: $3,727,740.*
- *10/01/2024 — The AOAO continued to own Unit 7D within nine months of the 07/01/2025 reset date, triggering defined lessee status under HRS § 514B-151(d) and requiring separate lessee counsel, as had been done for the Sandwich lease acquisition. The AOAO as sublessor of 8 units triggered separate counsel under HRS § 514B-151(c).*
- *12/05/2024 — Order confirming United's foreclosure sale of Unit 7D RECORDED; the AOAO lost the unit, including the merged sublease it had purchased for $79,168.55, which its advisors failed to isolate.*
- *02/03/2025 — I volunteered to assist with the Lease Renegotiation well before the Master Lease completion date of 04/02/2025 required to avoid arbitration. Kong Lessors advised the AOAO without any authority from the Management Committee that any discussion of fee acquisition would result in costly and time consuming arbitration which the Kong Lessors had no authority as a Minority to demand.*
- *10/17/2025 — Hawaiiana billed the new lease rent and retroactive lease rent — with no appraisal and no executed agreement of any kind, and in violation of the CCD and Master Lease requirements that rent be paid in advance. All lease payments to the Kong Lessors were current, in advance, through November 2025.*
- *11/14/2025 — The Kong Lessor MINORITY and the AOAO signed the Agreement to Set Rent on an unappraised $24,000,000 land value (Kong pro-rata $11,082,096) — without disclosure of the Management Committee requirement.*
- *11/24/2025 — Hawaiiana rebilled the lease rent and retroactive rent, conforming all lessees to the unsupported $24,000,000.*
- *12/02/2025 — CBRE appraisal issued: $23,250,000 (Kong pro-rata $10,735,781) — after execution and after billing.*

LESSOR'S CONSENT AGREEMENT

THIS LESSOR'S CONSENT AGREEMENT ("Agreement") is entered into as of December 23, 2016, by and among the following:

(i) **VIVIEN PUANANI KONG HO**, Trustee of the Walter and Vivien Ho Revocable Trust under an unrecorded Trust Instrument dated July 2, 1991 (the "Ho Trust") whose address is 4807 Analii Street, Honolulu, Hawaii 96821, and **KONG SISTERS FAMILY LIMITED PARTNERSHIP**, a Hawaii limited partnership, (the "Kong LP") whose address is 2367 University Avenue, Honolulu, Hawaii 96822. The Ho Trust and the Kong LP are sometimes collectively referred to as the "Lessor".

(ii) **STARNEV, LTD.**, a Nevada limited liability company, whose address is 11921 Love Orchid Lane, Las Vegas, Nevada 89138-6069 ("StarNev");

(iii) **BANK OF HAWAII,** a Hawaii corporation, and **MARIA LOWDER** as Successor-Co-Trustee of the Doris S. Pulley Revocable Living Trust under unrecorded Trust Agreement dated March 24, 1998, as amended, whose address is 745 Fort Street Mall, Suite 2100, Honolulu, HI 96813 (collectively, the "Pulley Trust");

(iv) **ASSOCIATION OF APARTMENT OWNERS OF CANTERBURY PLACE**, a Hawaii nonprofit corporation, whose address is c/o Hawaiian Properties, Ltd., 1165 Bethel Street, 2nd Floor, Honolulu, Hawaii 96813; and

(v) **1910 PARTNERS**, a Hawaii limited partnership, whose address is 11921 Love Orchid Lane, Las Vegas, Nevada 89138-6069 ("1910").

RECITALS

A. Lessor is the current lessor of 46.17% interest and is the manager of the remaining 53.83% interest under that certain ground lease dated effective as of March 2, 1970, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("Office of the Assistant Registrar") as Land Court Document No. 503648, and also recorded in the Bureau of Conveyances of the State of Hawaii ("Bureau of Conveyances") in Liber 7053 at Page 166 (as amended, the "Ground Lease"). Lessor's right to manage the remaining 53.83% interest in the Ground Lease is set forth in that certain Canterbury Place Co-Owners' Agreement effective February 18, 2000, a Memorandum of which was filed on February 29, 2000 in the Office of the Assistant Registrar as Land Court Document NO. 2609817 and also recorded in the Bureau of Conveyances as Document No. 2000-027224 (the "Co-Owners' Agreement").

B. The Ground Lease demises the land underlying The Canterbury Place condominium project located in Waikiki, Honolulu, Hawaii ("Canterbury Place").

C. The remaining 53.83% interest in the Ground Lease was previously sold by Lessor in 2000 and 2001 to the individual owners of residential Canterbury Apartments subject to Lessor's right to manage their interest under the Co-Owner's Agreement. Each buyer as a condition to closing had to accept and agree to the Co-Owners' Agreement and Lessor's continuing right to manage the Ground Lessor's interest.

D. As to the Lessor's of 46.17% interest in the land and as ground lessor, a portion of its title that should be held by Kong LP was erroneously transferred and conveyed under Trustee Deeds into the names of two entities that do not legally exist and filed and recorded as follows:

(1) **Kong Sisters Family Limited, a Hawaii limited partnership** by Trustee's Deed of Barbara K. Vlachos filed as Land Court Document No. 4029544 and recorded in the Bureau as Document No. 2010-194310 and Trustee's Deed of Raestelle K. Gorman, filed as Land Court Document No. 4029546 and recorded in the Bureau as Document No. 2010-194311; and,

(2) **Kong Sisters, a Hawaii limited partnership,** by Trustee's Deed of Vivian Puanani Kong Ho, filed as Land Court Document No. 4029545 and recorded in the Bureau as Document No. 2010-194311.

E. StarNev and the Pulley Trust (collectively "Assignors") are the lessees under the Ground Lease and each holds a forty-six percent (46%) interest therein which is subject to certain subleases of apartment units in Canterbury Place (the "Sandwich Subleases").

F. The AOAO desires to purchase Assignors' interest in the Ground Lease and Sandwich Subleases. This Agreement is a material condition for the AOAO's purchase of said interests.

G. 1910 is the assignee of eight percent (8%) interest of the lessee's interest under the Ground Lease pursuant to those certain Partial Assignments described in Exhibit 1 attached hereto (collectively, the "Partial Assignments"). 1910 desires the Lessor's consent to the Partial Assignments.

H. Assignors desire to assign all their respective rights, title and interests in the Ground Lease and Sandwich Subleases to the AOAO (the "Assignment"), and to obtain the consent of Lessor to the Assignment.

I. Lessor and Lessor's Assignee are willing to consent to the Assignment filed in said Land Court as Document No. ____________, and also recorded in said Bureau as Document No. _______________.

AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessor's Assignee agree as follows:

1. Consents. Lessor, for itself and as the manager of the remaining 53.83% interest of the ground lessor under the Ground Lease will consent to the Assignment and the Partial

Assignments without waiving their respective rights to restrict any subsequent assignment of the Ground Lease or any subleases in accordance with the terms and conditions set forth in the Ground Lease, all of which are hereby reserved, pursuant to the form of Lessor's Consent Agreement attached hereto as Exhibit 1 (the "Ground Lessor's Consent"). Pulley Trust, StarNev and the AOAO acknowledge that because of the above-referenced problem with a portion of the land and ground lessor's interest erroneously conveyed to and held by Kong Sisters Family Limited and Kong Sisters, neither of which exist, the Ground Lessor's Consent executed and delivered by the Lessor will not be accepted for filing by the Office of the Assistant Registrar unless and until such problem is resolved. Lessor agrees to undertake good faith best efforts to correct said problem so that the Ground Lessor's Consent signed by the Lessor will be accepted for filing by the Office of the Assistant Registrar. If and when such problem is corrected, Lessor will notify Pulley Trust, StarNev and the AOAO of such correction, promptly file such Ground Lessor's Consent in the Office of the Assistant Registrar, and notify Pulley Trust, StarNev and the AOAO in writing of such filing.

2. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, successors-in-trust and permitted assigns of Lessor, Lessor's Assignee, StarNev, and the Pulley Trust.

3. Counterparts. This Agreement may be executed in counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, Lessor, Lessor's Assignee, Assignors and the AOAO hereto have executed this Agreement as of the day and year first above written.

LESSOR:

Vivien Puanani Kong Ho

VIVIEN PUANANI KONG HO, Trustee of the Walter and Vivien Ho Revocable Living Trust dated July 23, 1991

KONG SISTERS FAMILY LIMITED PARTNERSHIP, a Hawaii limited partnership, also doing business as Kong Sisters Family Limited and Kong Sisters

By: R&E FAMILY LIMITED LIABILITY COMPANY, a Hawaii limited liability company, its General Partner

By: Raestelle K. Gorman

Raestelle K Gorman, its manager

By: Barbara K. Vlachos

Barbara K Vlachos, its manager

By: Vivien Ho

Vivien Ho, its manager

ASSIGNORS:

STARNEV, LTD.,
a Nevada limited liability company

ASSIGNORS:

STARNEV, LTD.,
a Nevada limited liability company

By: ______________________________
Bruce C. Stark
A Managing Member

BANK OF HAWAII,
a Hawaii corporation

By: ______________________________
Name:
Its:

By: ______________________________
Name:
Its:

____
MARIA LOWDER as Successor-Co-Trustee of the Doris S. Pulley Revocable Living Trust, under unrecorded Trust Agreement dated March 24, 1998, as amended

AOAO:

ASSOCIATION OF APARTMENT OWNERS OF CANTERBURY PLACE,
a Hawaii non-profit corporation

By: ______________________________
Name:
Its:

By: ______________________________
Name:
Its:

By: ______________________________
Bruce C. Stark
A Managing Member

BANK OF HAWAII,
a Hawaii corporation

By: ______________________________
Name: Peter Sheehan
Its: Vice-President

By: ______________________________
Name: Kristen Kubota
Its: Vice-President

____
MARIA LOWDER as Successor-Co-Trustee of the Doris S. Pulley Revocable Living Trust, under unrecorded Trust Agreement dated March 24, 1998, as amended

AOAO:

ASSOCIATION OF APARTMENT OWNERS OF CANTERBURY PLACE,
a Hawaii non-profit corporation

By: ______________________________
Name:
Its:

By: ______________________________
Name:
Its:

By: ___________________________________
Bruce C. Stark
A Managing Member

BANK OF HAWAII,
a Hawaii corporation

By: ___________________________________
Name:
Its:

By: ___________________________________
Name:
Its:

____
MARIA LOWDER as Successor-Co-Trustee of the Doris S. Pulley Revocable Living Trust, under unrecorded Trust Agreement dated March 24, 1998, as amended

__AOAO__:

ASSOCIATION OF APARTMENT OWNERS OF CANTERBURY PLACE,
a Hawaii non-profit corporation

By: Cathy Clare Morkowicz
Name: CATHY CLARE MORKOWICZ
Its: PRESIDENT

By: David P. Griggs
Name: DAVID P GRIGGS
Its: TREASURER

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this ___ day of DEC 1 3 2016, 2016, before me personally appeared VIVIEN PUANANI KONG HO, Trustee of the Walter and Vivien Ho Revocable Living Trust dated July 23, 1991 to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed, as such Trustee.

RYAN M. NAGATORI NOTARY 04-467 PUBLIC STATE OF HAWAII

Name: RYAN M. NAGATORI
Notary Public, State of Hawaii
My commission expires: Expiration Date: August 29, 2020
First Circuit
Document Date: Undated, 2016
No. of Pages: 11
Document Description: Lessor's Consent Agreement
Date: DEC 1 3 2016, 2016

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this ___ day of DEC 1 3 2016, 2016, before me personally appeared RAESTELLE K. GORMAN, Manager of R & E Family Limited Liability Company, General Partner of Kong Sisters Family Limited Partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed, as such Manager as authorized by said limited liability company.

RYAN M. NAGATORI NOTARY 04-467 PUBLIC STATE OF HAWAII

Name: RYAN M. NAGATORI
Notary Public, State of Hawaii
My commission expires: Expiration Date: August 29, 2020
First Circuit
Document Date: Undated, 2016
No. of Pages: 11
Document Description: Lessor's Consent Agreement
Date: DEC 1 3 2016

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this __ day of DEC 1 3 2016 2016, before me personally appeared BARBARA K. VLACHOS, Manager of R & E Family Limited Liability Company, General Partner of Kong Sisters Family Limited Partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed, as such Manager as authorized by said limited liability company.

RYAN M. NAGATORI NOTARY 04-467 PUBLIC STATE OF HAWAII

Name:
Notary Public, State of Hawaii RYAN M. NAGATORI
My commission expires: Expiration Date: August 29, 2020
First Circuit
Document Date: Undated, 2016
No. of Pages: 11
Document Description: Lessor's Consent Agreement
Date: DEC 1 3 2016

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this __ day of DEC 1 3 2016 2016, before me personally appeared VIVIEN HO, Manager of R & E Family Limited Liability Company, General Partner of Kong Sisters Family Limited Partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed, as such Manager as authorized by said limited liability company.

RYAN M. NAGATORI NOTARY 04-467 PUBLIC STATE OF HAWAII

Name:
Notary Public, State of Hawaii RYAN M. NAGATORI Expiration Date: August 29, 2020
My commission expires:
First Circuit
Document Date: Undated, 2016
No. of Pages: 11
Document Description: Lessor's Consent Agreement
Date: DEC 1 3 2016

STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

On this 15th day of December 2016, before me personally appeared BRUCE C. STARK, to me personally known, who being by me duly sworn or affirmed, did say that he is a Managing Member of **STARNEV, LTD.**, a Nevada limited liability company, and that said Managing Member signed the foregoing instrument in behalf of the company by authority of its members, and said Managing Member acknowledged said instrument to be the free act and deed of said limited liability company.

GERALDINE I. SAMSON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 11-09-17
Certificate No: 05-100447-1

____
(Signature of Notary Public)
Print Name of Notary: GERALDINE I. SAMSON
NOTARY PUBLIC, State of Nevada
My commission expires: 11-09-2017

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 16th day of December 2016, before me personally appeared Peter Sheehan and Kristen Kubota, on behalf of **BANK OF HAWAII**, to me personally known, who being by me duly sworn, did say that they are the Vice-President and Vice-President, respectively, of BANK OF HAWAII, a Hawaii corporation, Successor Co-Trustee as aforesaid, and said instrument was signed on behalf of said Trust by authority of the Successor Co-Trustee, and the said Successor Co-Trustee acknowledges said instrument to be the free act and deed of said Trust.

Name: SHELLEY A. KONG
Notary Public, State of Hawaii
My commission expires: 09/05/2019
First Circuit
Document Date: Undated
No. of Pages: 21
Document Description: Lessor's Consent Agreement
Date: December 16, 2016

SHELLEY A. KONG NOTARY 91-646 PUBLIC STATE OF HAWAII

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 15th day of December 2016, before me personally appeared **MARIA LOWDER as Successor-Co-Trustee of the Doris S. Pulley Revocable Living Trust**, under unrecorded Trust Agreement dated March 24, 1998, as amended, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed, as such Successor-Co-Trustee as authorized by said Trust.

Name: SHELLEY A KONG
Notary Public, State of Hawaii
My commission expires: 9/5/2019
First Circuit
Document Date: Undated
No. of Pages: 21
Document Description: Lessor's Consent ~~and Release~~ Agreement
Date: December 15, 2016

SHELLEY A. KONG NOTARY 91-646 PUBLIC STATE OF HAWAII

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this __ day of DEC 15 2016, before me personally appeared cathy clare Moszkowicz, PRESIDENT of **ASSOCIATION OF APARTMENT OWNERS OF CANTERBURY PLACE**, a Hawaii corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed, as such board of director as authorized by said corporation.

YALI KUANG
NOTARY
2001-224
PUBLIC
STATE OF HAWAII

Name: YALI KUANG
Notary Public, State of Hawaii
My commission expires: JUN 03 2017
First Circuit
Document Date: Undated at Time of Notarization, 2016
No. of Pages: 17
Document Description: Lessor's Consent Agreement
Date: DEC 15 2016

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this __ day of DEC 15 2016, before me personally appeared DAVID P GRIGGS, TREASURER of **ASSOCIATION OF APARTMENT OWNERS OF CANTERBURY PLACE**, a Hawaii corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed, as such Board of Directors as authorized by said corporation.

YALI KUANG
NOTARY
2001-224
PUBLIC
STATE OF HAWAII

Name: YALI KUANG
Notary Public, State of Hawaii
My commission expires: JUN 03 2017
First Circuit
Document Date: Undated at Time of Notarization, 2016
No. of Pages: 11
Document Description: Lessor's Consent Agreement
Date: DEC 15 2016

LAND COURT | REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL [ ] PICK-UP [x]

Total No. of Pages: ___

TMK: (1) 2-6-007-015

CONSENT AGREEMENT

THIS CONSENT AGREEMENT ("Agreement") is entered into as of ____________________, 2016, by and among the following:

(i) **VIVIEN PUANANI KONG HO**, Trustee of the Walter and Vivien Ho Revocable Trust under an unrecorded Trust Instrument dated July 2, 1991, whose address is 4807 Analii Street, Honolulu, Hawaii 96821, and **KONG SISTERS FAMILY LIMITED PARTNERSHIP**, a Hawaii limited partnership, whose address is 2367 University Avenue, Honolulu, Hawaii 96822 (collectively, the "Lessor");

(ii) **STARNEV, LTD.**, a Nevada limited liability company, whose address is 11921 Love Orchid Lane, Las Vegas, Nevada 89138-6069 ("Starnev");

(iii) **BANK OF HAWAII, a Hawaii corporation, and MARIA LOWDER as Successor-Co-Trustee of the Doris S. Pulley Revocable Living Trust** under unrecorded Trust Agreement dated March 24, 1998, as amended, whose address is 745 Fort Street Mall, Suite 2100, Honolulu, HI 96813 (collectively, the "Pulley Trust"); and

(iv) **1910 PARTNERS**, a Hawaii limited partnership, whose address is 11921 Love Orchid Lane, Las Vegas, Nevada 89138-6069 ("1910").

RECITALS

A. Lessor is one of the lessors under that certain ground lease dated effective as of March 2, 1970, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 503648, and also recorded in the Bureau of Conveyances of the State of Hawaii in Liber 7053 at Page 166 (as amended, the "Ground Lease").

B. The Ground Lease demises the land underlying The Canterbury Place condominium project located in Waikiki, Honolulu, Hawaii ("Canterbury Place").

C. StarNev and the Pulley Trust (collectively "Assignors") are lessees under the Ground Lease and each holds a forty-six percent (46%) interest therein which is subject to certain subleases of apartment units in Canterbury Place (the "Subleases").

E. The Association of Apartment Owners of Canterbury Place, a Hawaii non-profit corporation ("Assignee"), desires to purchase Assignor's interest in the Ground Lease and Subleases.

F. Assignors have assigned all its rights, title and interest in the Ground Lease and the Subleases to Assignee, which has been recorded in said Bureau of Conveyances as Document No. _________________ and in said Office of the Assistant Registrar of the Land Court as Document No. _________________ (the "Assignment") also to obtain Lessor's consent to the Assignment.

G. 1910 is the assignee of an undivided eight percent (8%) interest of the lessee's interest under the Ground Lease pursuant to those certain Partial Assignments described in Exhibit 1 attached hereto (collectively, the "Partial Assignments"). 1910 desires the Lessor's consent to the Partial Assignments.

H. Lessor is willing to consent to the Assignment and to the Partial Releases on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Lessor, Assignors and 1910 agree as follows:

1. Lessor's Consent. Lessor consents to the Assignment and Partial Assignments without waiving its rights to restrict any subsequent assignment of the Ground Lease or any subleasing in accordance with the terms and conditions set forth in the Ground Lease, all of which are hereby reserved.

2. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns of Lessor, Lessee and 1910.

3. Counterparts. This Agreement may be executed in counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, Lessor, Assignors and 1910 hereto have executed this Agreement as of the day and year first above written.

LESSOR:

____

VIVIEN PUANANI KONG HO, Trustee of the Walter and Vivien Ho Revocable Living Trust dated July 23, 1991

KONG SISTERS FAMILY LIMITED PARTNERSHIP, a Hawaii limited partnership, also doing business as Kong Sisters Family Limited and Kong Sisters

By: R&E FAMILY LIMITED LIABILITY COMPANY, a Hawaii limited liability company, its General Partner

By:________________________________
Raestelle K Gorman, its manager

By:________________________________
Barbara K Vlachos, its manager

By:________________________________
Vivien Ho, its manager

[Signatures continued on following page]

ASSIGNORS:

STARNEV, LTD.,
a Nevada limited liability company

By:______________________________
Bruce C. Stark
A Managing Member

BANK OF HAWAII,
a Hawaii corporation

By: ______________________________
Name:
Its:

By: ______________________________
Name:
Its:

____
MARIA LOWDER as Successor-Co-Trustee of the Doris S. Pulley Revocable Living Trust, under unrecorded Trust Agreement dated March 24, 1998, as amended

1910:

1910 PARTNERS,
a Hawaii limited partnership

By: EFG Associates,
a Hawaii general partnership
Its General Partner

By: Starnev, Ltd.,
a Nevada limited liability company
Its General Partner

By: ______________________________
Bruce C. Stark
Its Managing Member

STATE OF HAWAII) SS.
CITY AND COUNTY OF HONOLULU)

On this ___ day of _______, before me personally appeared VIVIEN PUANANI KONG HO, Trustee of the Walter and Vivien Ho Revocable Living Trust dated July 23, 1991 to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed, as such Trustee.

____
Name:
Notary Public, State of Hawaii
My commission expires: ________________
First Circuit
Document Date: __________________
No. of Pages: _____
Document Description: Consent Agreement
Date: ___________________

STATE OF HAWAII) SS.
CITY AND COUNTY OF HONOLULU)

On this __ day of _________ 2016, before me personally appeared RAESTELLE K. GORMAN, Manager of R & E Family Limited Liability Company, General Partner of Kong Sisters Family Limited Partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed, as such Manager as authorized by said limited liability company.

____
Name:
Notary Public, State of Hawaii
My commission expires: ________________
First Circuit
Document Date: __________________
No. of Pages: _____
Document Description: Consent Agreement
Date: ___________________

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this __ day of _________ 2016, before me personally appeared BARBARA K. VLACHOS, Manager of R & E Family Limited Liability Company, General Partner of Kong Sisters Family Limited Partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed, as such Manager as authorized by said limited liability company.

____
Name:
Notary Public, State of Hawaii
My commission expires: _________________
First Circuit
Document Date: ___________________
No. of Pages: _____
Document Description: Consent Agreement
Date: ____________________

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this __ day of _________ 2016, before me personally appeared VIVIEN HO, Manager of R & E Family Limited Liability Company, General Partner of Kong Sisters Family Limited Partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed, as such Manager as authorized by said limited liability company.

____
Name:
Notary Public, State of Hawaii
My commission expires: _________________
First Circuit
Document Date: ___________________
No. of Pages: _____
Document Description: Consent Agreement
Date: ____________________

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this __ day of __________________ 2016, before me personally appeared ________________________________ and ____________________, on behalf of **BANK OF HAWAII**, to me personally known, who being by me duly sworn, did say that they are the ____________________ and ____________________, respectively, of BANK OF HAWAII, a Hawaii corporation, Successor Co-Trustee as aforesaid, and said instrument was signed on behalf of said Trust by authority of the Successor Co-Trustee, and the said Successor Co-Trustee acknowledges said instrument to be the free act and deed of said Trust.

____
Name:
Notary Public, State of Hawaii
My commission expires: __________________
First Circuit
Document Date: __________________, 2016
No. of Pages: _____
Document Description: Consent Agreement
Date: ____________________

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this __ day of _________ 2016, before me personally appeared **MARIA LOWDER as Successor-Co-Trustee of the Doris S. Pulley Revocable Living Trust**, under unrecorded Trust Agreement dated March 24, 1998, as amended, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed, as such Successor-Co-Trustee as authorized by said Trust.

____
Name:
Notary Public, State of Hawaii
My commission expires: ________________
First Circuit
Document Date: __________________
No. of Pages: _____
Document Description: Consent Agreement

STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

On this _____ day of __________________, 2016, before me personally appeared BRUCE C. STARK, to me personally known, who being by me duly sworn or affirmed, did say that he is a Managing Member of STARNEV, LTD., a Nevada limited liability company, and that said Managing Member signed the foregoing instrument in behalf of the company by authority of its members, and said Managing Member acknowledged said instrument to be the free act and deed of said limited liability company.

____
(Signature of Notary Public)
Print Name of Notary: _______________________
NOTARY PUBLIC, State of Nevada
My commission expires:______________________

STATE OF NEVADA)
) SS.
COUNTY OF CLARK)

On this _____ day of __________________, 2016, before me personally appeared BRUCE C. STARK, to me personally known, who being by me duly sworn or affirmed, did say that he is the authorized signatory of 1910 PARTNERS, a Hawaii limited partnership, the partnership described in the foregoing instrument, to me known to be the person who executed the said instrument in the name of and on behalf of said partnership, and acknowledged that he executed the same as the free act and deed of said partnership.

____
(Signature of Notary Public)
Print Name of Notary: ______________________
NOTARY PUBLIC, State of Nevada
My commission expires:_____________________

Exhibit A

Canterbury Place
Partial Assignments

1. Partial Assignment – Apartment (Commercial Unit) No. 1, dated December 28, 1978, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii ("Office of the Assistant Registrar"), as Document No. 920368, and also recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau of Conveyances") in Liber 13442, Page 764.

2. Partial Assignment – Apartment (Commercial Unit) No. 2, dated December 28, 1978, filed in said Office of the Assistant Registrar as Document No. 920370, and also recorded in said Bureau of Conveyances in Liber 13442, Page 781.

3. Partial Assignment – Apartment (Commercial Unit) No. 3, dated December 28, 1978, filed in said Office of the Assistant Registrar as Document No. 920372, and also recorded in said Bureau of Conveyances in Liber 13443, Page 1.

4. Partial Assignment – Apartment (Commercial Unit) No. 4, dated December 28, 1978, filed in said Office of the Assistant Registrar as Document No. 920374, and also recorded in said Bureau of Conveyances in Liber 13443, Page 18.

5. Partial Assignment – Apartment (Commercial Unit) No. 5, dated December 28, 1978, filed in said Office of the Assistant Registrar as Document No. 920376, and also recorded in said Bureau of Conveyances in Liber 13443, Page 35.

End of Exhibit A