

**MAUI EDUCATIONAL
NETWORK
CONSORTIUM
(MENC)**

AGREEMENT

AGREEMENT

(Educational Access)

This Agreement, entered into on April 7, 2005 by and between Maui County Community Television, Inc., a Hawaii nonprofit corporation, also known as Akaku: Maui Community Television, whose address is at 333 Dairy Road, Suite 104-A, Kahului, Maui, Hawaii 96732 (hereinafter referred to as "Akaku"); Maui Community College, whose address is 310 Ka'ahumanu Avenue, Kahului, Maui, Hawaii 96732-1617 (hereinafter referred to as "MCC"); and the Department of Education – Maui District of the State of Hawaii whose address is 54 High Street, 4th Floor, Wailuku, Maui, Hawaii 96793 (hereinafter referred to as "MDOE") (Akaku, MCC, and MDOE are sometimes jointly referred to as the "Parties" in this Agreement.) (MCC and MDOE are sometimes jointly referred to as Maui Educational Network Consortium ("MENC") in this Agreement.).

WITNESSETH:

WHEREAS, pursuant to that certain Agreement between Akaku and the Department of Commerce and Consumer Affairs ("DCCA") dated June 17, 1999 and the Supplemental Agreements No. 1, 2, 3, and 4, Akaku is the designated access entity for the management and operation of public, education, and government ("PEG") access finances, facilities, and channels for Maui County; and

WHEREAS, pursuant to cable franchises issued by the Director of DCCA (the "Director"), Akaku receives annually an amount equal to three percent (3%) of the annual gross revenues from franchised cable operators, authorized to provide cable service within the communities they serve, as PEG access operating funds; and

WHEREAS, the primary mission of MCC and MDOE is to provide the citizens of Maui County accredited educational services and programs, e.g., distance learning, credit and non-credit courses, arts and humanities programs, life-long learning programs, and lower and higher education programming access offered through MCC and MDOE; and

WHEREAS, MCC and MDOE, in advancing their primary mission to provide the citizens of Maui County accredited educational services and programs, e.g., distance learning, credit and non-credit courses, arts and humanities programs, life-long learning programs, and lower and higher education programming access offered through MCC and MDOE, shall sometimes jointly be referred to as Maui Educational Network Consortium ("MENC"); and

WHEREAS, Akaku has agreed to provide PEG access operating funds to MCC and MDOE for educational services and programs; and

WHEREAS, the Director has been apprised of this Agreement and applauds the Parties for their efforts and their ability to resolve these issues.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

A. Term. The term of this Agreement shall begin immediately upon execution of this Agreement and will continue as long as Akaku is the designated access entity for the management and operation of PEG access finances, facilities, and channels for Maui County.

B. Educational Fund. Immediately, upon execution of this Agreement, Akaku shall pay One Hundred Thirty Two Thousand Dollars and no/Dollars (\$132,000.00) to MCC to fund their accredited educational services and programs. Also, Akaku shall pay twenty-five percent (25%) of each year's payment(s) of PEG access operating funds, paid by the cable operator(s) for the County of Maui, to MCC and MDOE to fund their accredited educational services and programs within thirty (30) days of Akaku receiving payment. Additionally, Akaku shall pay twenty-five percent (25%) of the January 31, 2005 payment of PEG access operating funds to MCC and MDOE to fund accredited educational services and programs within thirty (30) days of the execution of this Agreement. Also for the first three (3) years of this Agreement, Akaku shall pay an additional eight percent (8%) of each year's payment(s) of PEG access operating funds, paid by the cable operator(s) for the County of Maui, to MCC and MDOE to fund their accredited educational services and programs within thirty (30) days of Akaku receiving payment. Akaku's first payment of the additional eight percent (8%) shall be from the January 31, 2005 payment of PEG access operating funds and will be paid only to MDOE to fund their accredited educational services and programs. Akaku's first payment of the additional eight percent (8%) to MDOE will be paid within thirty (30) days of the execution of this Agreement. For purposes of this Agreement, "accredited educational services and programs" shall include, but is not limited to, distance learning, credit and non-credit courses, arts and humanities programs, life-long learning programs, and lower and higher education programming access offered through the MCC and MDOE. Unless otherwise stated, MCC and MDOE shall divide the PEG access operating funds received by Akaku, in accordance with this Agreement, equally. MCC and MDOE shall also explore in good faith the potential interest among private accredited schools in educational programming on cable television.

C. Board Appointment: Immediately upon execution of this Agreement, Akaku shall allow MENC to designate the individuals to be forwarded to the DCCA, for approval by the Director, for any current and/or future open seats, until four (4) out of the fifteen (15)(or twenty seven (27%)) of the voting seats on the Akaku's Board of Directors ("Board") shall be designated as "Education seats". Thereafter, Akaku shall immediately amend its By-Laws to designate that four (4) out of the fifteen (15)(or twenty seven percent (27%)) of the voting seats of the Board shall always be designated as "Education seats" and Akaku shall allow MENC to designate the individuals to be forwarded to DCCA, for approval by the Director, for the "Education seats". Also, Akaku shall amend its By-Laws to state that the "Education seats" shall always be voting members of the Board.

D. Channel Capacity: Akaku shall designate one third (1/3) of its channel capacity and/or bandwidth capacity to MENC for its sole use and discretion, but at no time shall MCC and MDOE receive less than one channel each. In order to achieve the one third (1/3) to MENC, the Parties are agreeable to sharing channel and/or bandwidth capacity.

E. Reporting Requirements: MENC shall be responsible to file an annual activity report that addresses DCCA requirements for Educational programming and all other reports reasonable requested by DCCA to Akaku, with a copy to DCCA. Akaku obligations under Paragraphs B, C, and D of this Agreement are not tied to this Paragraph, unless DCCA specifically directs Akaku otherwise or DCCA finds that the reporting by MENC does not meet DCCA's requirements.

F. Assignment: MCC and MDOE shall not assign any of its rights under this Agreement, nor delegate any of its duties, obligations, or responsibilities required to be performed under this Agreement without the prior written consent of Akaku.

G. Modification of Agreement: Any modification, alteration, or amendment of any term, provision, or condition of this Agreement shall be in writing and signed by all parties hereto, together with the written approval of the Director.

J. Termination: In the event that Akaku is deemed to no longer be the PEG access organization for the County of Maui, this Agreement shall be automatically terminated concurrently therewith. Additionally, if Senate Bill 959 or House Bill 784 (Hawaii Legislative Session 2005) are enacted and result in reduction of Akaku funding or any other similar legislation reduces Akaku funding, this Agreement shall be null and void and, therefore, terminated.

K. Performance: The failure of a party at any time to require performance of any obligation or condition under this Agreement shall not affect the right of such party to enforce the same. The waiver by a party of any breach of any term or condition of this Agreement shall not be deemed or held to be waiver of any succeeding breach of such term or condition or as a waiver of the term or condition itself.

L. Arbitration: If a dispute arises out of or relates to this Agreement or the breach thereof, and if said dispute cannot be settled through negotiation, the parties shall try in good faith to settle through mediation in Maui County under the Commercial Mediation Rules of the American Arbitration Association. If after mediation, the dispute is not resolved, the Parties shall submit the dispute for resolution through binding arbitration in Maui County under the Arbitration Rules, Procedures, and Protocols of Dispute Prevention & Resolution Inc. and the Revised Uniform Arbitration Act, Hawaii Revised Statutes 658-A. The cost of any mediation and/or arbitration shall be paid equally by Akaku and MENC.

M. Compliance with Laws: The parties shall comply with all federal, state, and local laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time.

N. Entire Agreement: This Agreement shall constitute the entire understanding between the parties, superseding any and all previous understandings or agreements, oral, or written pertaining to the subject matter contained herein.

O. No Party Deemed Drafter: No party shall be deemed the drafter of this Agreement. If this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision hereof against any party as the drafter.

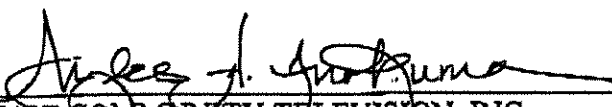
P. Invalidity of Provision: If any provision of this Agreement as applied to any party or any circumstance is deemed void or unenforceable for any reason by a court of competent jurisdiction over the subject matter, the same shall in no way affect to the maximum extent permitted by law) any other provision of this Agreement, the application of such provision to any party or under any circumstances, or the validity or enforceability of this Agreement as a whole.

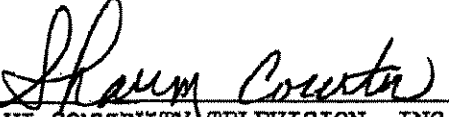
Q. Expenses: The Parties shall each bear their respective expenses relating to their compliance with the various provisions of this Agreement, and the Parties each agree to pay all of their own expenses (including legal and accounting fees and costs) incurred in connection with this Agreement and the transactions contemplated thereby.


R. Authority: Akaku represents and warrants to MCC and MDOE that the individual executing this Agreement on behalf of Akaku has the requisite legal and actual authority to so execute this Agreement and to bind Akaku to the terms and conditions of this Agreement. MCC represents and warrants to Akaku and MDOE that the individual executing this Agreement on behalf of MCC has the requisite legal and actual authority to so execute this Agreement and to bind MCC to the terms and conditions of this Agreement. MDOE represents and warrants to Akaku and MCC that the individual executing this Agreement on behalf of MDOE has the requisite legal and actual authority to so execute this Agreement and to bind MDOE to the terms and conditions of this Agreement.

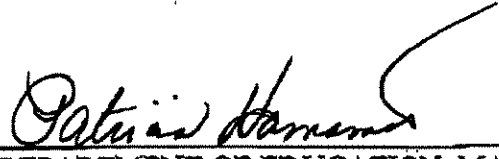
S. Counterparts: This Agreement may be executed in counterparts and all executed counterparts shall constitute one Agreement, binding on the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as the date first above written.


MAUI COMMUNITY TELEVISION, INC.
aka AKAKU
by: Myles Inokuma
its: Chairman of its Board of Directors


MAUI COMMUNITY TELEVISION, INC.
aka AKAKU
by: Sharron Courter
its: Treasurer of its Board of Directors


MAUI COMMUNITY COLLEGE
by: Florence Wiger
its: Vice Chancellor


DEPARTMENT OF EDUCATION, MAUI DISTRICT, STATE OF HAWAII
by: Patricia Hamamoto
its: State Superintendent

SUPPLEMENTAL AGREEMENT

(Educational Access)

This Supplemental Agreement, dated this ____ day of February 2006, supplements the Education Agreement dated April 7, 2005 ("Education Agreement") executed by and between Maui Community Television, Inc. aka Akaku ("Akaku"), University of Hawaii, Maui Community College ("University"), and the Department of Education, Maui District, State of Hawaii. In addition, this Supplemental Agreement supersedes and replaces the Amendment to the Education Agreement requested by Akaku on or about January 31, 2006, and agreed to by the University on or about February 9, 2006.

On January 31, 2006, a four-page handwritten Mediated Settlement Agreement ("Mediated Agreement") was signed by the Board of Directors ("Board") of Akaku. Said Mediated Agreement is attached hereto as Exhibit "A". Pursuant to the Mediated Agreement, the Akaku Board confirmed the April 7, 2005 Education Agreement, subject to acceptance of certain amendments by the University and State of Hawaii, Department of Education ("DOE"). A copy of the Education Agreement is attached hereto as Exhibit "B". The Mediated Agreement is not a settlement agreement with the University or the DOE; but is an agreement by and between the members of the Akaku Board.

The Akaku Board, the University, and the DOE agree to the following addenda to the Education Agreement:

1. The following language shall be added to Paragraph (B) of the Education Agreement:

If any payment required therein is not made on a timely basis and Akaku fails to make that payment after five (5) business days written notice, a Stipulated Judgment will enter against Akaku in the amount of the payment, plus a 10% penalty.

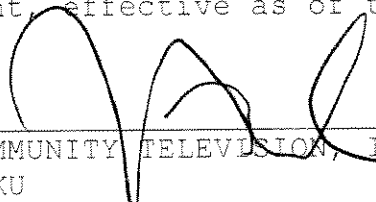
2. Paragraph (C) of the Education Agreement shall be amended such that the result will be as follows:

The number of Akaku Board seats shall be set to thirteen (13) and the number of Education seats shall be reduced from four (4) to two (2), resulting in a reduction of the percentage of voting Education seats on the Akaku Board from twenty-seven percent (27%) to fifteen percent (15%).


All other provisions of the Education Agreement shall remain in full force and effect.

Execution of this Supplemental Agreement by facsimile signatures is acceptable and binding on the parties. The parties, however, agree to subsequently execute three (3) originals of this Supplemental Agreement. The same individuals representing Akaku who execute the facsimile copies must also execute the originals. Certification by the Akaku Board that the individual(s) executing this Supplemental Agreement on behalf of the Akaku Board are authorized by the Board to execute such Supplemental Agreement will be attached to the original documents.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date first above written.



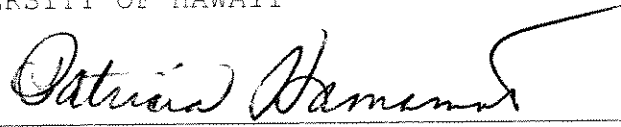
MAUI COMMUNITY TELEVISION, INC.
aka AKAKU
by: JAY APRIL
its: CHAIRPERSON



MAUI COMMUNITY TELEVISION, INC.
aka AKAKU
by: DEGRAY VANDERBILT
its: VICE-CHAIRPERSON




CHRISTOPHER HELM **KEVIN HANAOKA**
Interim Director of Office of Research Services
UNIVERSITY OF HAWAII

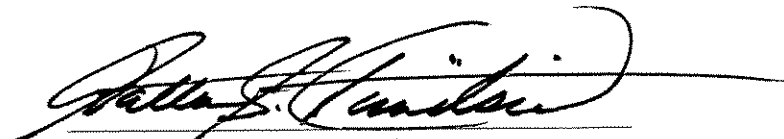


PATRICIA HAMAMOTO
Superintendent
Department of Education, State of Hawaii

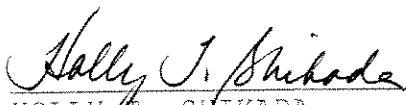
APPROVED AS TO FORM:



LANCE D. COLLINS, ESQ.
Counsel for Akaku: Maui
Community Television



WALTER S. KIRIMITSU
General Counsel
University of Hawaii



HOLLY T. SHIKADA
Deputy Attorney General
Counsel for Department of Education