CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
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2012 APR -2 A 11:26
2012 APR -3 A 11:05
A E P S
DIRECTOR'S OFFICE
COMMERCE AND FILE
CONSUMER AFFAIRS

March 29, 2012

Ms. Keali'i S. López
Director
Department of Commerce and Consumer Affairs
P.O. Box 541
Honolulu, HI 96809

Via email: cabletv@dcca.hawaii.gov

COMMUNITY MEDIA

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John Williamson

Roy K. Amemiya, Jr.
President/CEO

Dear Director López,

My name is Roy Amemiya, President and Chief Executive Officer of ʻŌlelo Community Media. I am pleased to represent ʻŌlelo regarding its application to continue as Oʻahu's public, education and government or PEG access provider, a role we have proudly served since 1989.

I want to thank the DCCA and its Cable Division for its diligence during this application process as we implement the requirements of Act 19. We also want to thank longtime cable service provider, Oceanic Time Warner Cable, as well as its newest competitor, Hawaiian TelCom, for their roles in enabling community access television. Their contractual commitment to PEG funding is an inspiring example of how the private sector can work in tandem with government and the non-profit sector. Together, we provide our community with greater government transparency, vibrant educational partnerships and strong public participation in the democratic process.

I'll be discussing our application generally in order to allow more time for public testimony. Additionally, at the conclusion of my remarks, we will show a short video compilation of messages from some of our community producers Over the last 22 years ʻŌlelo has grown from a small operation in Kakaʻako to a network of eight community media centers serving all of Oʻahu. One measure of our successful stewardship of Oʻahu's community access resources is the fact that locally produced PEG access programming continues to rise every year. And in 2011, we surpassed over 5,000 hours of locally produced content. This averages to over 13 hours of fresh commercial-free programming every day, making ʻŌlelo the leader among Hawaiʻi television stations in delivering new content. These shows that air on our channels truly represent the rich and diverse cultures and neighborhoods on Oʻahu. Shows on ʻŌlelo have been produced in over twenty different languages. In addition to providing access to programming that breaks through language barriers, we have broken down geographic barriers that favored some communities and excluded others.

Headquartered in Mapunapuna, we also have media centers at public schools located in Waianae, Waipahu, Palolo, Kaneohe, Kahuku and Wahiawa. This initiative is just one reason ʻŌlelo has been recognized nationally for its innovation and leadership. Our application contains a road map for sustaining and enhancing our services for the future. It contains 10 short-term and 4 long-term priorities that were informed by stakeholder input. Our short term priorities include:

1) A transition to tapeless HD technology
2) Migration to file-based program submission, enhancing picture and sound quality
3) Advanced training classes to improve program quality
4) Relocating the Palolo CMC to updated facilities at Kaimuki High
5) Outreach to new community groups to further diversify programming
6) Creation of a C-SPAN-like model to expand government programming
7) Expanded coverage of community events
8) Provide access to video content on tablets and smart phones
9) Research solutions for closed captioning
10) Upgrading internet connectivity between our media centers

Collectively, accomplishing these short term priorities will result in meaningful quality and service improvements which will help us reach a larger audience.

As mentioned previously, we have 4 long term priorities. These include:

1) Creating a presence in East Honolulu
2) Using emerging technology to cablecast more LIVE events
3) Enable client training and program submission via the internet
4) Catalyze community engagement for impact on important issues

In order to complete these very important and exciting priorities, ʻŌlelo is requesting that the funding cap that is currently in place be raised or eliminated. Rising costs of doing business, coupled with the cap on our funding, have forced us into financial deficits while accommodating the increased demand for services. ʻŌlelo has coped with these challenges by embracing innovative technology, reducing staff count and leveraging the tireless work of hundreds of active producers and volunteers. Since these revenues are already being collected from cable subscribers, they would bear no additional financial burden while receiving so much more: more transparency, more diversity, more quality and more access.

ʻŌlelo's mission is "To strengthen island voices and advance community engagement through innovative media". Accomplishing this requires caring and professional staff, adequate financial support and a committed community of volunteers. As you will see in this upcoming video, it's not ʻŌlelo's voice that matters, it the voices of our producers.

I won't take up precious time reviewing our qualifications because it's not our infrastructure, our staff's expertise or our 20 years' experience; it's really the long-standing partnership with our dedicated producers.

Mahalo,

Roy K. Amemiya, Jr.
President and CEO
ʻŌlelo Community Media

The Senate
STATE CAPITOL
HONOLULU, HAWAII 96813

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -4 A 11: 02

A___E___P___S___

FILE___

April 2, 2012

Ms. Keali'i Lopez
Director
Department of Commerce
and Consumer Affairs
P.O. Box 541
Honolulu, Hawaii 96809

Re: Application to Provide PEG Access Services Related to State of Hawaii D&O No. 346

Dear Ms. Lopez:

I am writing this letter in support of Olelo Community Media's application to continue its work in the community.

Olelo has been instrumental in providing communities with various programs. In my senatorial district, they provide monthly telecasts of the Manoa Neighborhood Board, a program that offers discussion on community issues.

Most recently, the Studio@Capitol service filmed, produced, and edited interviews with textile artist Ruthadell Anderson and Keiko Sato, sister of artist Tadashi Sato for the annual Art at the Capitol event I sponsor. It was an excellent production that portrayed these two women and established an archive of our Hawaii artists. The event was held on March 2, 2012, and drew hundreds of people who were able to view the video. Many of them expressed gratitude for being allowed to view the video and were impressed at its content.

Again, I am supporting the above referenced application and look forward to a favorable approval. If you have any further questions, please feel free to call me at 586-6460.

Sincerely,



Brian T. Taniguchi
Senator, District 10

cc: Jo Ann Uchida, DCCA Deputy Director
Donn Yabusaki, Cable Administrator
Cable Television Division

Susan Miyao
<s.miyao@capitol.hawaii.gov
>

04/03/2012 03:01 PM

To "'cabletv@dcca.hawaii.gov'" <cabletv@dcca.hawaii.gov>,
cc
bcc
Subject Testimony for Olelo

1 attachment

20120403 Olelo Testimony.pdf

Aloha!

Attached is a letter of support for Olelo's application to DCCA.

ON BEHALF OF SENATOR BRIAN TANIGUCHI

Susan Miyao, Office Manager
Office of Senator Brian Taniguchi
415 South Beretania Street, Room 219
Honolulu, Hawaii 96813
Phone: (808) 586-6460
Fax: (808) 586-6461
E-mail: s.miyao@capitol.hawaii.gov

Please consider the environment before printing this email.

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR 16 A 10:46

A___E___P___S___

FILE



LIFE OF THE LAND

76 North King Street, Suite 203
Honolulu, Hawai`i 96817
Phone: 533-3454; E: henry.lifeoftheland@gmail.com

April 9, 2012

Department of Commerce and Consumer Affairs (DCCA)
Cable Television Division
cabletv@dcca.hawaii.gov

DCCA held a public hearing March 29, 2012 at Washington Middle School re `Olelo application to provide public access, educational and government (PEG) channels on O`ahu.

Oceanic Time Warner Cable (TWC) appears to be greedy.

Oceanic Time Warner Cable is in the process of converting from analog to digital channels. With current technology, six digital channels can be packed into less space than one analog channel. TWC wants to convert `Olelo's four existing analog channels into 24 digital channels, of which three would go to `Olelo and 21 would go to TWC. Since they are renting public trust air space they should not be allowed to cut back on the bandwidth that `Olelo enjoys.

TWC should not be given a discount in its rent of the public trust air space. `Olelo funding should be increased to its maximum.

At the DCCA public hearing a representative for Oceanic Time Warner Cable gave a shotgun response against the `Olelo application, spraying all kinds of reasons against the proposal. He said `Olelo should be more open and transparent with respect to their financial information and they should stick to traditional cable services. He then split the hearing.

I approached him at the exit and asked if the TWC's Hawai`i favored a similar approach regarding their own transparency, that is, was their financial information publicly available. He said it was on their web site. I asked if it was Hawai`i specific

and he said yes. However, the Time Warner Cable (TWC) website's Investor Relations page[1] only has national numbers.

Time Warner Cable's latest Annual 10-K filed with the U.S. Securities and Exchange Commission, dated February 17, 2011 for FY 2011, did not have Hawai`i specific numbers, and only had one minimal citation to PEG. The 10-K stated that Time Warner Cable is on a buying spree, acquiring companies including Communications Company, Inc. ("Insight") and NewWave Communications ("NewWave"). Time Warner Cable has established a partnership for advanced wireless spectrum ("AWS") licenses, offers mobile high-speed data service including products that enables video subscribers to watch certain content wherever they are connected to the Internet. TWC began deploying WiFi access points in selected high-traffic locations.

TWC generated total revenues of approximately $19.7 billion, Operating income of $4.1 billion, and Net income attributable to TWC shareholders of $1.7 billion. TWC uses Operating Income before Depreciation and Amortization ("OIBDA"), among other measures, in evaluating the performance of the Company's business. This measure has inherent limitations. Management compensates for these limitations by using other analytics such as a review of net income attributable to TWC shareholders.

Apparently TWC sees the need to move beyond traditional cable, but opposes actions by `Olelo to make similar moves.

Mahalo

Henry Curtis
Executive Director

[1] http://ir.timewarnercable.com/phoenix.zhtml?c=207717&p=irol-IRHome

Henry Curtis
<henry.lifeoftheland@gmail.com>
04/09/2012 01:43 PM

To DCCA Cable Television Division <cabletv@dcca.hawaii.gov>,
cc
bcc
Subject 5pam:Comments re `Olelo's PEG Access Application

1 attachment

LOL_Comments_re_Olelo_04.09.12.pdf

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Mahalo,

Henry

Videos (Vimeos) by Henry Curtis
http://www.lifeofthelandhawaii.org/Henry_Curtis_Videos.html

Henry Curtis
Executive Director
Life of the Land
76 N. King Street, Suite 203
Honolulu, HI 96817

phone: 808-533-3454. cell: 808-927-0709.

Web Site: http://www.lifeofthelandhawaii.org/ email:henry.lifeoftheland@gmail.com

DONATIONS:
PayPal: http://www.lifeofthelandhawaii.org/Donation.html

Hawai`i is blessed with every form of renewable energy: wind, solar water heaters, photovoltaic, concentrated solar power, wave, sea water air conditioning, ocean thermal energy conversion, hydro, biomass, geothermal, waste oil biodiesel.

Genie Joseph
<lightwave7@hotmail.com>

04/05/2012 06:53 AM

Please respond to
<Genie@GenieJoseph.com>

To <cabletv@dcca.hawaii.gov>,
cc
bcc
Subject 5pam:Testimony in Support of Olelo

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -7 A 9:33

A___E___P___S___

FILE_____

Aloha DCCA,

I did attend the hearing, but due to technical difficulties, my testimony was not recorded.

I wish to speak in support of Olelo and for raising the cap of funding.

Olelo provides an invaluable service to our community. For example, a recent program I am doing features the Human Animal Bond Program at Tripler hospital. This where where trained therapy dogs are brought in to cheer up staff, soldiers and children. One injured soldier with traumatic brain injury who wouldn't talk to people, spoke to the dog, and it was the first time the nurses had heard him speak. Not enough people know about this wonderful program, and neither the Red Cross or Tripler has the funds to make a documentary. Because of Olelo I have been able to feature this program which has resulted in many more pet owners volunteering. This is just one example of how Olelo spreads good information into the world and improves our quality of life here on Oahu.

There are many things we need to improve the level of programming at Olelo. All of them require funds. Some examples are: We need a teleprompter in the mini studio so that we can better prepare our words. We need blue screen capability so that we can have more interesting backgrounds than just rubber plants. We need more hours as we used to have, more trained staff and more advanced training. We need another channel so that the Spiritual programming could have its own channel, helping to separate the channel identities would build branding and greater audience support. These are just some examples that are so important to allowing Olelo to continue and surpass the amazing service it provides to the community on Oahu. Without community, we are just like any other city.

Thank you for your consideration and support.

Genie Joseph
Olelo Producer



Gary Hooser
<garylhooser@hotmail.com>
04/05/2012 08:51 AM

To <catv@dcca.hawaii.gov>,
cc
bcc
Subject Support for Olelo contract renewal

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -7 A 9:33

A___E___P___S___

FILE

I am writing in support of the DCCA renewing Olelo's contract allowing it to continue providing the quality service that has been my experience.

This email is sent as a private citizen however I have utilized the services of Olelo both in an official capacity as well as on a private and community basis.

The service they provide is invaluable and in my interactions with their organization over the years I have always found them to be professional and well managed.

It is without question that our community is a better place, our citizens are better informed, and the future possibility of a more educated and more engaged community is greatly enhanced through the work and actions of Olelo.

The renewal of Olelo's contract will allow them to continue to grow and thus allow our communities civic engagement to also continue to grow - which is critically important.

Please do not hesitate to contact me directly should you have questions or need my assistance. gh

Gary L. Hooser
garylhooser@hotmail.com is the primary address to use for all purposes other than official business

Direct Telephone: 808-652-4279
Website in transition mode - http://www.garyhooser.com



Oren Tsutsumi
<oreneroma@hawaii.rr.com>
04/05/2012 03:26 PM

To cabletv@dcca.hawaii.gov,
cc Oren Tsutsumi <oreneroma@hawaii.rr.com>
bcc
Subject Testimony on Application for 'Olelo to Provide PEG Access Services for `Oahu

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 APR -7 A 9:33
A__E__P__S__
FILE

Oren Tsutsumi
To: Department of Commerce
Contact:: tsutsumie001@hawaii.rr.com
and Consumer Affairs
RE::Testimony on Application for
Cable Television Division

'Olelo to Provide PEG Access Services
for O`ahu

Members of the committee. My name is Oren Tsutsumi and I am a volunteer at Olelo.

In this the seasonal tradition, like countless and many others in their own way, I will read from my own personal excerpted testimonies given most of the time at Legislative monthly and yearly gatherings at the Capitol as well as other governmental buildings etc...
It is something you have heard in this time of merriment, time and time again in a great and varying ways already. You have to anyway....

Forgive me I did not have time to pull together new testimony at the time of oral testimony. I most appreciatively and humbly hope some of the partly later portion might apply.

FINE PEG.

Do we have to spell this out for the many in Spider web.

Peg is one bulwark which has standing. One potential holding in the public trust which expresses and displays what are the promises of precedent and potential literally inherent in the very ideals of its communal existence everyday....

You can be the builders and voice of a new paradigm this instant in a small way for the people by being a part and one with their voice directly at this time..

Here is more of some of my previous testimony:::

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3 minute summing up

Comprehensively, free information is the very fabric by which a society measures itself. It's threads of wisdom are woven communally through generations of stories, knowing trends of thoughtful patterns of the past, flowing within a tradition of complete and utter trust towards a commonly shared garment which clothes the many. "However,"that which clothes and indeed shelters all seems to struggle to clothe properly just one. They are hardly a measurable scant marginalized scraps if any when donned by an emperor. Not nearly the robes of empowerment they reflect the sad circumstance of the few attempting to anoint the few, not remembering that the only way to clothe the many as well as they themselves is for we to move as one and better diversity by the generations of stories we sew into them. All as one and

one for all not all for none....

Our circumstance by realities measure is steadied for all to see.

Let us unbind our feet upon the path of wisdom and fill the spirit of our footsteps as is truly open to us, as they may evolve to be.

This must be allowed to follow in the manner of least resistance, to go where it's natural conclusion would logically express itself. We must truly let the inclination of the many take towards the ways of wisdom to what seems unsurpassed as an option left open to us.

We must not take to the divisive distractions of the pathos of authoritarianism. It tends well to opportunistic investiture of the "Noblesse Oblige" of an uninformed citizenry. Let us walk as we intend not as you portend.

Utilize this we must. One of the many circumstances is the fact of our informational infrastructure.

It is built over our lands. Most egregiously, it seems to take only the nearest of excuses to initiate the inertia of elitism to perversely per-miss not just a commandeering of the right to squat on an area of what are the public commons but a commandeering of it as the lions share goes essentially as an exclusive right to themselves.

The least they must do is what is good for our community while they are on these lands.

Now; noting fully the audacity of Neoliberalism

The smallest and most minuscule first of steps, should be based on the facts which must be then

physically represented and expressed proportionally in a greatly expanded 'Olelo, Ho'ike, Akaku, Na Leo O Hawaii and examples and modes of expression on and off the cable works in terms of , naturally; funding , infrastructure and directly democratic nested councils. All of these might begin to address the horrors of the assaults on the peoples voice, community media, the voices of the commons.

This Oceanic infrastructure was landed here on us because this group or that thought they could make a profit and it would seem they did perhaps soo much so they would have paid off that investment in placing the infrastructure many times over. An empowered public could have built that infrastructure and by now, given the safeguards would have to pay a minimal fee for it's maintenance, perhaps as in other places it would without all of these "complications " just be. Since the group is a corporation which is addicted to profits in 3 month cycles it would seem to be they would think there is more to be had here at the expense of the people.... It is too bad we did not have 'Olelo, Akaku, Ho'ike, Na Leo 'O Hawaii or an infinite amount of models or some other such information gathering resource. It may have added and aided the cause when they came up with this brilliant idea....

Thank you all very much
Oren Tsutsumi

Testimony In FULL

Comprehensively, free information is the very fabric by

which a society measures itself. It's threads of wisdom are woven communally through generations of stories, knowing trends of thoughtful patterns of the past, flowing within a tradition of complete and utter trust towards a commonly shared garment which clothes the many. However, that which clothes and indeed shelters all seems to struggle to clothe properly just one. They are hardly a measurable scant marginalized scraps if any when donned by an emperor. Not nearly the robes of empowerment they reflect the sad circumstance of the few attempting to anoint the few, not remembering that the only way to clothe the many as well as they themselves is for we to move as one and better diversity by the generations of stories we sew into them. All as one and one for all not all for none....

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We must, everyone take hold of certain pinions of the

truth before we find it inconvenient to do so. When they are not so empowered they are acosted by belligerent machines produced of recidivism, symbolism of dogged habits. Lovingly enough, even the oblivious of the walls of dogma, the un-realizing handmaidens of the happily grafitiiing of irony, would laugh most knowingly at the circumstance. It is in the tradition of budweiser, other such self emulation and general gear greasing, things which aid the system to run itself. (I should say eventually to ruin itself with bitter casuistic flakes of sad and painful grit). These monuments of self obsolescence work most intensive, to be discarded like fodder at strategic points to deter investigation of such activism, hoping people will think of them as just part of the landscape.

Utilize this we must. One of the many circumstances is the fact of our informational infrastructure.

It is built over our lands. It seems to take only the nearest of excuses to initiate the inertia of elitism to perversely per-miss not just a commandeering of the right to squat on an area of what are the public commons but a commandeering of it essentially as the lions share goes an exclusive right to themselves.

This corporate power uses the communications structure on public lands mostly for a corporate profit.

They must do what is good for our community while they are on these lands. Information is soo important and key I would add, they should provide it free and openly to all with help from all, including they themselves. Soo critical is our moment here. They should further leave if the people including them, as they are part of the public,

wish it. Corporations, whose charter is per-missed by the public for the Public's good, must act in a critical way at a critical time for the good of the public, not just the goods. It should not act only for the few in the empowered elite, directly or indirectly supported by many in our society. It should act for all as a whole or it's charter shall be revoked. Corporate organizations had been formed by it's most fundamental truth to exist ultimately for the communities good.

This may have been far from how it was used by the classes that be. Ironically, it's anointing into person hood was not really consulted of and by the people. It's existence was as it's traditions of business sees it's path, down the lane of convenience crossing and double crossing conspiracy where it may. Seemingly is it's want. In the experience of many societies, many were very leery of business and the creation of corporations. The Kings of Europe granted these charters with special provisions and used them to carry out their will. Most well knew the potential destruction they could wreak and made sure they did not get out of the societies control. Corporations of times at present have essentially however, not only a long time past gone out of control but, in control, of many aspects of our societal constructs. The worst realizations of many have come to a slight realization of us the many, if corporations were to tell the story of what we think.

A haze of the hedges of Neo Liberalism draws into it's shadows with reference to title of reputation, the wearers of the standards of reform, to consecrate with honorific letters to vulgarity it's stately uncommon

foundations.. It allows the grounds not to be seen, motivating the HENC, DOE and PBS in their mono-singular in house productions to panicking-ly scream their allegiance on the proving grounds of loyalty.. They so strike out with bound limbs upon the public commons if only to prove to themselves they are still there. This is the only proof these collusions of allusions needs.

Now; noting fully the audacity of Neo n Liberalism

The smallest and most minuscule first of steps which need to be taken are from the facts which must be physically represented and expressed proportionally in a greatly expanded 'Olelo Ho'ike, Akaku, Na Leo O Hawaii and an infinite amount of other models or examples and modes of expression on and off the cable works in terms of , naturally; funding , infrastructure and direct democratically nested councils. Most definitively though, Public Access must be allowed with a proportion of the funding commensurate to it's use, which could be equated to all of the funding placed between PE and G, full percentages that maybe in usage by the people.
(for example... If it is required that it be 50% of Time Warner Oceanic Cables Profits then it should be split 65% to Public and 35% split between E and G or any other of such division as needs. Preferably however with P getting 65% or more and specifically 6 channels solely for it's usage. However, besides that which E would get 1 more and G would recieve 3. The many specifics maybe gone over later.....)

This Oceanic infrastructure was landed here on us because this group or that thought they could make a profit and it would seem they did perhaps soo much so they would have paid off that investment in placing the infrastructure many times over. An empowered public could have built that infrastructure and by now, given the safeguards would have to pay a minimal fee for it's maintenance, perhaps as in other places it would, without all of these "complications " just be. Since the group is a corporation which is addicted to profits in 3 month cycles it would seem to be they would think there is more to be had here at the expense of the people.... It is too bad we did not have 'Olelo, Akaku, Ho'ike, Na Leo 'O Hawaii or some other such info gathering arena.. It may have added and aided when they came up with this brilliant idea....

As a stop gap measure further, when in consideration of the communications portion of our communally held structures, not strictures, they the corporations among many in this very important priority, after again, deciding if they work in the peoples interest; should be given charters by the federal government. We should have our societal institutions, this includes the way we shape our economy, for what is an economy for but to make people happy, reflect the fundamental realities of our Biosphere and our rights derived from it.

One extra fast written note: Strict categorization of Cable Television Media going over cable lines as cable television broadcasts must continue vigorously and must be strongly adhered to. They should not be categorized as internet broadcasts thus dodging regulation by the government, as the cable lines are currently occupied and interpreted by

the latest Supreme court rulings. Use of the infrastructures over land, sea or air must be allowed to the populace for use as these structures are built over the shared areas. The publics direct participation and use must be had and made of the infrastructures over the internet as well as with broadcast cable. I suggest that any new services or infrastructures should be moved towards a portion or all of it eventually towards direct public control and use. Olelo, direct democratic controlled groups or other organizations could be given a role here. It is possible to edge this forward. Tech comes in many forms and maybe thought of as energy distribution . It must be done equally and fairly



Elise Davis
<leimomidavis@gmail.com>
04/06/2012 12:18 AM

To catv@dcca.hawaii.gov,
cc
bcc
Subject Keep funding for Olelo Community Media

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -7 A 9:33

A__E__P__S__

FILE_____

Dear DCCA,

I am contacting you to express my strong support and appreciation for Olelo Community Media programming. Public access television and media is a tool for educating the public and vital to a well functioning democracy. I have had personal experience being interviewed for a regular program about Farm-to-School projects and with organizing round table discussions around food security, which were filmed live in the studio. The information and discussions shared through Olelo media can provide the public access to diverse viewpoints and topics that are often ignored by mainstream media.

In addition to the current services that Olelo provides, I hope to see it play a larger role in educating the community on video production, programming, and youth skills training. The youth of Hawaii should be empowered to examine issues in their families and communities through an organization like Olelo.

Mahalo for your consideration. Please keep Olelo funded!

Sincerely,

Elise Davis

To: FCCA, Dept. of Commerce & Consumer Affairs Date: April 4, 2012

Subject: Testimony for Olelo FAX: 808-586-2625

Background: I sat down to view Ch. 54, wanting to find the League of Woman Voter's Program. I had the wrong day! I stumbled on a series of people I knew to be activists , speaking out for Oleleo.

If spite of the fact that I could see ways to make the program better, I was glad I had tuned in. I do not have time to testify in person, but, as a librarian, I am keenly aware how much we need television space that gives opportunity to tell about community, and not by the 2 min. sound bites *sometimes* featured on commercial news. Back in the 70's when Hawaii Kai public library was built, a studio for tv programming was put in the basement. At that time I took workshops, learned camera use, and even did filming at Kalihi-Palama Library. Due to staffing and many other problems, the effort did not bloom into what was envisioned. It was probably ahead of the right time.

TESTIMONY:

I strongly feel Olelo is necessary for the broader information needs of Hawaii.

I urge you to renew the 10 year contract.

Olelo has shown strong growth and good community outreach. It needs to do even more.

The current budget, set at 2.5% of cable tv profit (I think?), should be increased to the standard rate of 3%. I don't think we can expect expansion and improvement unless the rate increase is added to the next 10 year contract.

Sincerely,

Sylvia C. Mitchell

Sylvia C. Mitchell

Branch Manager, Liliha Public Library

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 APR -4 P 12:44
A___E___P___S___
FILE

Home address: 1111 Wilder Ave. Apt. 16 A, Hon. Hi. 96822 Cell Phone: 226-1597

Apr 04 2012 12:36PM LILIHA PUBLIC LIBRARY 8085877579 p.1

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -4 A 11: 02

A___E___P___S___

FILE___

April 3, 2012

Director Keali`I Lopez
Deputy Director Jo Ann Uchida
Department of Commerce and Consumer Affairs

Cable Administrator Donn Yabusaki
Cable Television Division
Department of Commerce and Consumer Affairs

RE: Application to Provide PEG Access Services Related to the State of Hawai`i D&O No. 346

It is a privilege to be afforded this opportunity to write in support of `Olelo and the positive impact that its services have had in my ability to reach my constituents on Maui, Molokai, and Lanai. In February, Michael Paz, Manager and Jonathan Wong, Media Resource Coordinator at the `Olelo Studio at the State Capitol worked with me and my staff to tape a program for my television program Aniani Ikena.

With a Maui resident in the studio and another Maui resident available via Skype joining me, also in the studio, we were able to tape this program for a later broadcast. Michael and Jonathan were extremely resourceful in making this program happen. This was a first for `Olelo employing a live Skype connection from Hana!

I am in full support of `Olelo's application with the Department of Commerce and Consumer Affairs and look for this valuable public service to be continued. For the past 20 years, `Olelo has been providing media outlet, resources, facilities and services that allow citizens an opportunity to express their views. It has become an integral part of our media landscape.

Thank you for the opportunity to support the mission of `Olelo.

Sincerely,

MELE CARROLL
State House of Representatives

carroll3 - Nancy
<carroll3@capitol.hawaii.gov
>

04/03/2012 04:20 PM

To "'cabletv@dcca.hawaii.gov'" <cabletv@dcca.hawaii.gov>,
cc
bcc
Subject Testimony for `Olelo

1 attachment



`Olelo Testimony 2012 MC.docx

Please see attached testimony.

The Senate

STATE CAPITOL
HONOLULU, HAWAII 96813

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -4 A 11:03

A___E___P___S___

FILE

April 3, 2012

Ms. Keali'i Lopez
DCCA
P.O. Box 541
Honolulu, HI 96809

Re: Application to Provide PEG Access Services Related to State of Hawai'i D&O No. 346

Keali'i

Dear Ms. Lopez:

This letter is in support for 'Olelo Community Media. 'Olelo Community Media continues to provide outstanding service to our community. They have assisted the Hawaii State Legislature's Keiki Caucus in covering the State celebration of children and youth in Hawaii, known as Children and Youth Day. They have covered many critical community issues like long term care, child protective services and other important health and human services issues.

They have helped the community meet candidates for federal, state and county elected offices to allow people to get to know each of the candidates before making important decisions on who they want to represent them.

'Olelo has covered valuable and inspirational community service projects, like Aloha 'Aina Day, which encourages and highlights positive sustainable efforts , and the 'Olelo Youth Exchange, which encourages and nurtures student creativity and expression.

These opportunities for community dialogue, education and expression is truly appreciated.

If you have any questions or if I can be of any assistance to you, please feel free to contact me at 586-6130.

Me ke aloha pumehana,

Suzanne Chun Oakland

Suzanne N. J. Chun Oakland
State Senator
13th District

SNJCO:atl

Alisha Leisek
<a.leisek@capitol.hawaii.gov
>
04/03/2012 04:23 PM

To "'cabletv@dcca.hawaii.gov'" <cabletv@dcca.hawaii.gov>,
cc "'mpaz@olelo.org'" <mpaz@olelo.org>
bcc
Subject Testimony in support of Olelo Community Media

1 attachment


olelo-support-ltr.pdf

Aloha!

Attached is a letter of support for 'Olelo Community Media from Sen. Suzanne Chun Oakland.

Thank you!

Alisha Leisek
Office of Senator Suzanne Chun Oakland
State Capitol, Room 226
Honolulu, HI 96813
Phone: (808) 586-6130; Fax (808) 586-6131
a.leisek@capitol.hawaii.gov


Please consider the environment before printing this email



"Rep. Corinne Ching" <repching@capitol.hawaii.gov>
Sent by: Jessica Bursack <j.bursack@capitol.hawaii.gov>

04/04/2012 11:06 AM

To "'cabletv@dcca.hawaii.gov'" <cabletv@dcca.hawaii.gov>,
cc "'info@olelo.org'" <info@olelo.org>
bcc
Subject PEG Access Service - Olelo

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -4 A 11: 13

A___E___P___S___

FILE___

Date: April 2, 2012

To: Cable Television Division, Department of Commerce and Consumer Affairs

From: Corinne W.L. Ching, "Concerned Citizen"; cwlc@msn.com

Subject: 'Olelo's Application to provide PEG Access services

I am Corinne W.L. Ching of the Liliha/Nuuanu area. I write to you as a concerned citizen, and strongly support 'Olelo's application to provide Public, Education, and Government (PEG) Access services.

I believe that the State of Hawaii, the community and the residents need to have a neutral media network for every individual that desires to voice his or her concerns and share stories that educate, raise awareness, and nurture the learning and growth of viewers. 'Olelo enhances community involvement and transparency for many industries within the State of Hawaii that affects our residents by connecting viewers with various perspectives provided by residents of our unique mixed culture in Hawaii. Aside from providing a venue for individuals to exercise their First Amendment right to free speech, 'Olelo has served the community for 22 years with quality television and continues to adapt to the innovate changes of modern technology to better serve our viewers providing over 5,000 hours of original programming, 82% of which were Local in 2011. 'Olelo has transitioned from tape to digital technology, it has launched a new website that provides easier navigation and it also provides educational classes for the community members to learn how to produce their own shows. To this day, they have acquired 5,000 combined followers on their social media networks, Twitter, Facebook, YouTube and WordPress.

With the cooperative efforts of the community, they have contributed to a more active, engaged and healthier Hawaii. It is detrimental to limit telecommunication infrastructures that have provided such long standing excellence in providing communication to our community.

Thank you for your attention and time. We hope that you will consider 'Olelo's application to provide PEG Access services. Thank you.



Rep. Marilyn B. Lee
38th District
Ph: 586-9460 Fax: 586-9466
Email: replee@capitol.hawaii.gov

HOUSE OF REPRESENTATIVES

STATE OF HAWAII
STATE CAPITOL
HONOLULU, HAWAII 96813

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -3 P 12: 12

A___E___P___S___

FILE___

April 2, 2012

Attn:
DCCA Director Keali'I Lopez
Deputy Director Jo Ann Uchida
Cable Administrator Donn Yabusaki
Cable Television Division
Department of Consumer and Consumer Affairs
P.O. Box 541
Honolulu, HI 96809

I would like to express my **strong support** for 'Olelo's upcoming application with the DCCA to continue their positive work in the community.

'Olelo mission strives to promote lifelong learning through the creation, production and casting of programs that are "aimed at the preservation, development, and improvement of the diversity of thought, culture and heritage on O'ahu." Their cable programs have special value in the community by focusing on relevant and pivotal issues facing Hawaii. With such a diverse, multicultural, and dynamic urban and rural population in our state, 'Olelo effectively connects with audience members, a difficult task to undertake for community media. The programs are specifically designed by, for, and about the community. With shows on Focus 49, Oahu 52, and NATV 53, 'Olelo accurately reflects the diverse melting pot of cultures that describe our daily island lifestyle, making it one of the most trusted media resources for residents. Children and adults alike from across the state enjoy 'Olelo's programs that are accessible and informative. These programs empower viewers and provide quality education in both Hawaiian and English languages, a unique broadcasting form only in Hawaii. 'Olelo facilitate communication to a diverse audience, by celebrating the cultural influences that make Hawaii unique.

As a legislator, it is important to reach out to my constituents and educate them on important issues in their district and state. Every legislative session, 'Olelo allows government leaders, like myself, community groups, and the public to address issues and corners regarding upcoming bills, legislative activity, and various issues through Capitol Commentary. These short programs broadcast brief informational update on capitol activities, allowing citizens to really understand the legislative process and help them connect with their representatives. This knowledge increases civic participation by educating and informing constituents, a central component to the democratic process. 'Capitol Commentary makes legislators more accessible to the public and provides ways to express their opinions and concerns in the community. Olelo

viewers utilize community media as a resource to engage in meaningful conversations that increase and excite participation in the government.

Olelo has produced my show, "Kukui Connection," where I discuss legislative issues, Community issues, and issues of the Culture and Arts with a wide range of guests, for many years now and I am grateful for 'Olelo's mission of promoting the distribution of free ideas, community development, and personal empowerment. Olelo helps me connect and share ideas with my constituents to better address their concerns in the community. I urge your support for the continued use of 'Olelo in our media.

Sincerely,

Marilyn B. Lee

Marilyn B. Lee
State Representative
District 38, Mililani/Mililani
Mauka/Waipio Acres

lee2 - Tate
<lee2@capitol.hawaii.gov>
04/03/2012 09:41 AM

To "'cabletv@dcca.hawaii.gov'" <cabletv@dcca.hawaii.gov>,
cc
bcc
Subject Application to Provide PEG Access Services Realted to the State of Hawaii D&O No. 346

1 attachment
'olelo2.pdf

Attached is the testimony from Representative Marilyn Lee.

Thanks,

Tate Carpenter
Legislative Aide
Representative Marilyn Lee
District 38
Mililani, Mililani Mauka
415 South Beretania Street, Room 434
Honolulu, HI 96813
Phone-586-9460
Fax 586-9466

NEIL ABERCROMBIE
GOVERNOR

Kathryn S. Matayoshi
SUPERINTENDENT

STATE OF HAWAII
DEPARTMENT OF EDUCATION
WAIPAHU INTERMEDIATE SCHOOL
94-455 FARRINGTON HIGHWAY
WAIPAHU, HAWAII 96797

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -3 P 12: 12

A___E___P___S___

FILE_____

Cable Television Division
Department of Commerce and Consumer Affairs
P.O. Box 541
Honolulu, Hawaii 96809

April 3, 2012

Dear DCCA Director Keali'I Lopez,

I am writing this letter of testimony to support 'Olelo Community Television and the Community Learning Centers that have been established across the state of Hawaii. This letter is in regards to the Application to Provide PEG Access Services Related to State of Hawai'i D&O no. 346.

I am currently the Principal at Waipahu Intermediate School since 2004. Waipahu Intermediate School has moved toward media production with the assistance of 'Olelo Community Television. Originally 'Olelo worked with our English Language Learners through a grant. These students worked with 'Olelo Community Television to develop informational media segments in both English and their native language. These students who rarely spoke in class became very confident and proficient in their use of the English Language in front of the camera. Many of these students have continued their interest in media production by taking media classes and volunteering for 'Olelo Community Television.

The partnership with 'Olelo Community Television led to the establishment of the Waipahu Media Center which sits on Waipahu Intermediate School. The Center has given the community, students and staff the opportunity to learn media production and participate in various community events and activities. Because of the location of the media center many of the students of Waipahu have benefited from organizations that are currently working with 'Olelo such as the Community in Schools and the Queen Lili'uokalani Children's Center.

Waipahu Intermediate School's partnership has led to State and National results and opportunities for our students. In 2008 two of out 8th grade students won first place in the State SkillsUSA Competition in the Video Product Development Category competing against older High School students. Because of their placing they were able to participate in the National SkillsUSA competition in Kansas City and placed 15 out of 40 teams all of which were from High Schools from other States. 'Olelo also provides students an opportunity to showcase their abilities through a state wide video competition "Youth Xchange." Through this competition students from throughout the state are able to submit their videos for various categories where they are eligible to win awards and media supplies for their school.

Please continue to support 'Olelo Community Televisions and their work with our communities and the youth of Hawaii. We hope to continue to expand our programs at Waipahu Intermediate School and our Complex schools as we work towards a Kindergarten through 12th grade to college career pathway with the assistance of 'Olelo Community Television. This partnership will support our youth and community and also help the State of Hawaii to be recognized as a media destination and a developer of successful media producers.

Thank you for the opportunity to submit testimony.

Sincerely,

Randell Dunn
Principal
Waipahu Intermediate School

The Senate

STATE CAPITOL
HONOLULU, HAWAII 96813

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -3 P 12: 13

A___E___P___S___

FILE___

April 3, 2012

Donn Yabusaki
Cable Administrator
Cable Television Division
Department of Commerce and Consumer Affairs
P.O. Box 541
Honolulu, HI 96813

RE: Olelo Application

Dear Mr. Yabusaki:

Olelo is the Hawaii State Legislature's link to our island residents and the world. Its coverage of our hearings and floor sessions opens up what was previously inaccessible to the public. Through its camera lens and 24/7 community television schedule, individuals are able to view how democracy works. They can hear the array of experiences contained in the testimony of others, the questions and clarifications in the exchanges between testifiers and legislators, and the compromises made in consideration of the different positions taken by those affected. With this ability, they can see that the process of deciding what rules we should have is based on input, negotiation, and common ground, and as a result, have more faith in our government institutions.

Olelo's studio at the State Capitol is also useful. In between our hectic schedules of meetings, hearings, and events, legislators can discuss with guests the issues that each feels is important to improving life in our state. These programs are in-depth sessions that enlighten the viewing public with information they may not get anywhere else. Olelo's student training is also helpful, because it motivates students to learn about subjects through preparatory research and direct interviewing. Being inquisitive about the world is an opportunity of joy that Olelo provides.

Olelo serves a productive and significant function in the civics of life here in Hawaii. I hope that you will look favorably on its application. I have used Olelo for many years and the value is obvious for all. Please feel free to call me if you have any questions.

Respectfully,

Will Espero

Will Espero

Sheryll Bonilla
<s.bonilla@capitol.hawaii.gov>

04/03/2012 11:29 AM

To '"cabletv@dcca.hawaii.gov"' <cabletv@dcca.hawaii.gov>,
cc '"mpaz@olelo.org"' <mpaz@olelo.org>
bcc
Subject Olelo application

1 attachment



Olelo 4-3-12.doc

Mr. Yabusaki,

Attached please find a letter of support for the Olelo application.

Sheryll Bonilla
Legislative Aide
OFFICE OF SENATOR WILL ESPERO
State Capitol Room 231
Honolulu, HI 96813
Tel: (808) 586-6360 Fax: (808) 586-6361

thielen1 - Charlotte
<thielen1@capitol.hawaii.gov
>
04/02/2012 11:29 AM

To "cabletv@dcca.hawaii.gov" <cabletv@dcca.hawaii.gov>
cc
bcc
Subject Application to Provide PEG Access Services D&O No. 346

CABLE DIVISION
DEPT OF COMMERCE AND
CONSUMER AFFAIRS

2012 APR -3 A 8:23

A E P S

FILE

HOUSE OF REPRESENTATIVES

STATE OF HAWAII STATE CAPITOL
415 SOUTH BERETANIA STREET
HONOLULU, HAWAII 96813

DATE: April 2, 2012

TO: DCCA Director Kealiʻi Lopez
Deputy Director Jo Ann Uchida
Cable Administrator Don Yabusaki

FROM: Representative Cynthia Thielen (District 50, Kailua-Kaneohe Bay)

RE: Application to Provide PEG Access Services Related to State of Hawaiʻi

I strongly support Olelo and the many multi-faceted contributions this important communication media has provided to our local community. Because Olelo offers Hawaii's people a vital information distribution outlet and free speech venue, I ask that their PEG Access Services application be approved.

Olelo's coverage of public hearings, legislative sessions, and Capitol activities has always been professional, well produced, and timely. Often the fastest way a message can be quickly disseminated is through Olelo's weekly interviews with state Legislators. I have often been able to go "on air" quickly with important information regarding bills which need immediate public response. I am thankful for Olelo segments on large issues which concern my constituents, such as plant theft, environmental protection issues and even community events such as the Kailua Town Party.

Olelo has provided a valuable and necessary communications outlet which is available to all, regardless of their political affiliation, community representation, or personal opinion. Olelo is free speech at its best. Please approve their application for continued PEG Access Services.

NEIL ABERCROMBIE
GOVERNOR

JODIE MAESAKA-HIRATA
DIRECTOR

MARK PATTERSON
WARDEN

MILTON KOTSUBO
OFFENDER SERVICES
ADMINISTRATOR

THOMAS EVANS
CHIEF OF SECURITY

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 APR -3 A 11:07
A E P S
No.
FILE

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
WOMEN'S COMMUNITY CORRECTIONAL CENTER
42-477 Kalanianaole Highway
Kailua, Hawaii 96734

March 30, 2012

My name is Mark Patterson. I am employed by the State of Hawaii, Department of Public Safety as the Warden of the Women's Community Correctional Center (WCCC) in Kailua. I am here in support of Olelo Broadcasting and their application to provide PEG access service.

In a unique Government partnership, 'Olelo Broadcasting has been working with WCCC in providing media technical training for incarcerated female offenders. The first step was to teach the women about the equipment and how to use them. The women were then used to film their own production on issues such as substance abuse and domestic violence. Soon thereafter female offenders with minimum custody status, after receiving training, have been utilized to film events within the community whenever Windward Media needed volunteers. Medium custody female offenders who are unable to leave the facility have been taught how to edit and produce the community video for production. This partnership has added to WCCC's ability to provide opportunities for the female offenders that assist in the internal changes that is needed for them to stay out of prison. We can already show that women who have received 'Olelo training and have been released continue to maintain contact with 'Olelo as volunteers.

It is our combined hope that a media center can be opened within the walls of WCCC that can serve the immediate surrounding area of East O'ahu. We continue to foster relationship and partners for creative funding to allow this to happen.

I believe this partnership is still in its infancy and the potential for so much more growth is just around the corner. What is significant about the relationship between WCCC and 'Olelo is that an often neglected portion of our society is slowly gaining momentum to have their voice heard in mainstream media that in the long run will force us to look at the societal issues that bring women to prison. The courage and hindsight of the 'Olelo leadership is remarkable and for this I am asking for your continuing support of their program.

Mark Patterson
Women's Center Warden



KeokiKaloman@aol.com
04/02/2012 02:25 PM

To catv@dcca.hawaii.gov,
cc
bcc
Subject In Support of Olelo

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -3 A 8:24

A__E__P__S__

FILE

Aloha,
I am George Keoki Ruisuki Fukumitsu - 7th generation Kalo Farmer on kuleana lands in Hakipu`u, Oahu Island that has been farmed for over 200 years. With my children and grandchildren, we are 9 generations and we are traditional farmers and cultural practitioners of a lifestyle that has become nearly extinct.

Everyone from the DOE to the Native American Indians was to connect if not take advantage of the knowledge and practices of our culture. Olelo to the people is like water to the farmer - we need access to tell our stories, share mana`o that is important to who we are as a people, as a culture, as a state with significance among states, among countries - and historically on a global level.

Taken on a larger level Public Television, Public Radio demonstrates the highest level of Freedom of Speech.

Olelo has carried the cultural foundation of my personal and historical heritage through Public Television for years. The paid and volunteer staff is the most incredibly talented, sensitive and dedicated people I know. What they provide in the way of personal and professional services comes from the heart and cannot be replicated. Olelo is the gem in Hawaii's Public Access crown.

Hawaii is reduced to one newspaper, and two weekly papers. The way of technology has pretty much cut off a large and growing audience - the elderly, many of whom are shut-ins. They rely on Olelo to get updated and current events in Legislature, in their community, the arts. There are also so many events in these islands that on one weekend alone, the public is forced to choose one or two from at least 10 to a dozen. Olelo has often times covers these event that big or small are part of the pulse of our community.

Do not deny the people access to express themselves. Do not silence the people by silencing Olelo.

Thank you,
George Keoki Ruisuki Fukumitsu and
Kanoe Cazimero-Fukumitsu



Keoki Fukumitsu, Kaloman
49-077 Johnson Road
Hakipu`u Ahupua`a ~ Ko`olaupoko ~ Moku O`ahu
E ia ke kalo kanu o ka 'āina, ke kalo pa'a 'o Hakipu'u.
Here are the natives of the land from generations back, the firm kalo of Hakipu'u.

Sonya Zabala
<sonya@keikiokaaina.org>

04/02/2012 03:52 PM

Please respond to
Sonya Zabala
<sonya@keikiokaaina.org>

To "cabletv@dcca.hawaii.gov" <cabletv@dcca.hawaii.gov>,

cc

bcc

Subject DCCA Testimony

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 APR -3 A 8:24
A___E___P___S___
FILE

1 attachment

DCCA Testimony.docx

Document attached.
April 1, 2012
Honorable DCCA,
Public access television is important to me personally because it means that my voice as a community member has an opportunity to be heard and other voices from the community get to be listened to as well. For my organization, it means that families, women, men and youth impacted by incarceration have a means to voice what it is they see, hear, feel and experience. It means that the disenfranchised are not disregarded or portrayed in ways which perpetuate prejudice and misrepresentation.
Olelo staff and services are exceptional. I have been so fortunate to have interacted with a great staff at Olelo, to develop a cadre of caring and passionate individuals who believe in empowering the community. Every interaction has been engaging, insightful and helpful. The Olelo mentoring has been invaluable. Many women from the Women's' Correctional Center have gained technical skills, including producing, directing, filming and editing video that they will be able to utilize once released.
My husband, children and I have created individual projects that we have been passionate about. This commonality in film and production has brought us closer together. We discuss topics of concern and share different ideas to strengthen our work. Keiki O ka Aina Family Learning Centers has been blessed with the Giving Aloha Program for non-profits. This high end quality production has helped to increase the public's awareness about the need for mentors for children impacted by parental incarceration.
I strongly urge the DCCA to renew Olelo's contract so the community may continue to benefit and flourish from finding and giving voice to the margins and beyond.

Respectfully submitted,
Sonya Zabala
Community Member
zabalasonya@gmail.com



"Hannah Tui"
<hatui@alulike.org>
04/02/2012 04:22 PM

To <cabletv@dcca.hawaii.gov>,
cc "Hannah Tui" <hatui@alulike.org>
bcc
Subject Re:Appeal to HB2652-Splitting PEG Access

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -3 A 8:24

A___E___P___S___

FILE

Aloha,

I am in **STRONG OPPOSITION** to this dangerous **bill HB2652**, Splitting PEG Access. I would like you to preserve this vital community resource by voting against HB2652.

Mahalo,

Hannah H. Tui
Concerned Citizen
Supporter of `Olelo Community Media
2302 Kaululaau Street
Honolulu, HI 96813
Ph.:808-531-1809



"Robert Stiver"
<stiver-aloha@hawaii.rr.com>

04/02/2012 10:58 PM

To <cabletv@dcca.hawaii.gov>,
cc
bcc
Subject Application to Provide PEG Access Services Related to State of Hawai'i D&O No. 346

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -3 A 8:24

A E P S

FILE

To: DCCA, State of Hawaii

I appreciate this opportunity to add my thoughts toward a successful effort to ensure that the citizens' choice for providing community-access television (public-access TV) on 'Oahu – 'Olelo Community Television – is granted continued authority in the PEG (public, education, government)-services sector.

I have testified numerous times and submitted testimony over a span of perhaps four years on behalf of 'Olelo's excellence, so this is a basic reiteration of my position.

Almost seven years ago, following my retirement from the federal civil service, I began to devote the remainder of my life to peace-and-justice endeavors. 'Olelo provided me the training, facilities, and technical support needed to pursue this "second career" passion. From executive management to administration to the technical staff assisting my weekly toiling to get a project finalized and ready for presentation to the public on one of the several 'Olelo channels, my experience has been one of consistent satisfaction with and admiration for 'Olelo.

It has been a particular pleasure for me to observe, and occasionally to interact with, the young people in our community who use 'Olelo for their own creative purposes. As I watch their enthusiasm and quick grasp of technical details that cause great stress to an aging fellow like me, I know that 'Olelo is a great force for good on 'Oahu. 'Olelo grows with its clientele in a win-win relationship, and I do not want that symbiosis to be compromised in any way.

Please review within your professional responsibility and then conclude that granting of 'Olelo's application
for PEG access is best for all concerned.

Mahalo, with sincerity,

Robert H. Stiver
Pearl City 96782
E-mail stiver-aloha@hawaii.rr.com
Tel. 455-9823



"Terri Kakugawa"
<TKakugawa@wcchc.com>
04/02/2012 10:57 AM

To <cabletv@dcca.hawaii.gov>,
cc
bcc
Subject Application to Provide PEG Access Services Related to State of Hawaii D & O No. 346.

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -2 P 1:45

A___E___P___S___

FILE

To Whom It May Concern:

I support Olelo's application to continue to do their work with/for the public and community organizations.

They are great to work with, friendly and professional.

Thank you for your time.

Terri Kakugawa,DO
WCCHC (Waianae Coast Comprehensive Health Center)

Deena_Yoneda/LEILEHUA/HIDOE@notes.k12.hi.us
04/03/2012 01:30 AM

To cabletv@dcca.hawaii.gov,
cc Angela Breene <abreene@olelo.org>, Deena_Yoneda/LEILEHUA/HIDOE@notes.k12.hi.us
bcc
Subject Re: Testimony in support of 'Olelo

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 APR -3 A 8:24
A E P S
FILE

1 attachment
olelo testimony.pdf

(See attached file: olelo testimony.pdf)

April 1, 2012

Re: Support for 'Olelo's application to provide Public, Educational and Government (PEG) access services and cable channel management related to the State of Hawai`i's Decision and Order Number 346

To Whom it May Concern:

Thank you for this opportunity to testify in Support of 'Olelo's application to provide PEG access services and cable channel management related to the State of Hawai`i's Decision and Order Number 346.

I support 'Olelo's application to continue as O'ahu's PEG Access provider for many reasons. As a video production teacher at Leilehua High School, I have been able to witness – firsthand – the amazing work that the 'Olelo employees do for our school and the community as a whole. Since 'Olelo opened their Wahiawa Community Media Center in 2009, we have worked alongside them in the same classroom space. My students and I have benefitted in numerous ways. I am also able to see wide range of community members who have the opportunity to learn and to be empowered as a result of their participation in 'Olelo's training programs, mini-studio opportunities, and many other events throughout each year.

'Olelo employees help our students on a variety of activities. Whether it be a class project, a school activity, or on-site shooting of a school or community event… 'Olelo has provided our students (and me) with so much knowledge and many opportunities, including the following:
-Each year (sometimes multiple times a year), 'Olelo employees provide video production training for the students in our Cinema Tech (video production) academy. They have worked with us in the classroom to train and produce public service announcements, news stories, music videos, and even our school's daily morning news broadcast.

-Students have also been given the opportunity to get hands-on training in the community at events like the Wahiawa Pineapple Festival (where they filmed oral histories of many prominent community members), as well as at neighborhood board meetings and community forums.

-'Olelo has also been wonderful in helping our school to produce projects that showcase our school and our students, but also allow the video production students to gain hands-on experience (live-to-tape filming of our school's May Day celebration, Complex band concerts, and Graduation).

-The yearly "Youth Capitol Commentary" production is another example of how 'Olelo provides unique opportunities for our students, while also allowing the students to gain a better knowledge and understanding of the world around them. Students attend "Youth Capitol Commentary" with the 'Olelo employees and are able to interview legislators and community members on the opening day of the State Legislature.

-In addition, each year, our Cinema Tech academy partners with our Health Services academy to create public service announcements in an integrated setting. For the past three years, 'Olelo employees have taken the time to work closely with the integrated class (sometimes up to 40 students at once) to complete these videos.

-'Olelo's Youth Xchange video competition is an annual contest that our students look forward to participating in. The Youth Xchange provides students with motivation to produce a video to get their voices out on issues that are important to themselves and their peers.

I am always impressed with the different people who work for 'Olelo. They all seem to have this passion teaching and helping others in all that they do. They also approach things with such a great attitude, energy, and a desire for continuous improvement. In addition, the employees truly are hard workers! They always go above and beyond expectations and are accommodating, approachable, and always willing to put in the extra effort to mentor a student or train a community member. It is really very refreshing to see.

Personally, I cannot imagine what my classroom and our school and community would be without the 'Olelo Community Media Center and its employees being here at Leilehua. 'Olelo has been an amazing resource from the beginning and continues to bring wonderful learning experiences and opportunities to all of us.

Thank you for your time.

Deena Yoneda
Leilehua High School
Cinema Tech

****
*****
This email has been scanned by the Symantec Email Security.cloud service contracted by the Hawaii Dept of Education.

HIFF HAWAII INTERNATIONAL FILM FESTIVAL

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -2 P 1:50

A__E__P__S__

FILE_____

March 28, 2012

Cable Television Division
DCCA
PO Box 541
Honolulu HI 96809

Re: Testimony in support of 'Olelo Community Media

To Whom It May Concern:

I am writing this letter as written testimony in support of 'Olelo Community Media's application to continue as O'ahu's PEG Access provider. For over 20 years 'Olelo has provided O'ahu with unparallelled resources, programs, and services that have been an invaluable asset to our community. I would like to express my sincere support for 'Olelo and desire for the continuation of their services as PEG Access provider.

'Olelo's programs offer a unique service to our community that helps to strenghten our community, share our rich cultural heritage, and preserve our oral history. By renewing 'Olelo's contract as PEG Access provider and lifting the cap on available funding, the DCCA would further enable 'Olelo to embolden our community voices by developing new and exciting community programs and partnerships.

One of these such programs, is a unique arts initiative developed by the Hawaii International Film Festival in partnership with 'Olelo Community Media, the **Kupuna Lens Film Program**. Kupuna Lens is a unique program that combines a course in film production and technology education, with the documentation and preservation of oral history, and the presentation, exhibition, and dissemination of creative cultural content. In July, HIFF and 'Olelo plan to join forces to offer this one-of-a-kind film production course for local senior citizens, that will offer our *kupuna* the opportunity to define their own cultural narrative through film, and share their stories with islanders across the state.

The Hawaii International Film Festival urges the DCCA to continue 'Olelo Community Media's contract and provide the opportunity for 'Olelo to continue to offer the community compelling programs such as Kupuna Lens.

Thank you for your consideration of this testimony,

Chuck Boller
Executive Director

680 IWILEI ROAD SUITE 100, HONOLULU, HI 96817
TEL +1 808 792-1577 / FAX +1 877 749-7783
WWW.HIFF.ORG



"Bunjamin-Mau, Ken Wiwik S" <wbunjaminmau@honolulu.gov>
04/03/2012 11:39 AM

To "'cabletv@dcca.hawaii.gov'" <cabletv@dcca.hawaii.gov>,
cc
bcc
Subject RE: Application to Provide PEG Access Services Related to State of Hawai'i D&O No. 346

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 APR -3 P 12:16
A E P S
FILE

Aloha Keali'i Lopez,
I'm writing you to share my experience working with 'Olelo on a community-based campaign called "Be a Jerk" that aims to prevent underage drinking. As government entity running a community-oriented program, we certainly benefit greatly from our partnership with 'Olelo Community Media. Our partnership enable many community groups participating in our program to have a voice that created valuable community stories shared with the larger public, both through our website http://www.beajerk.org/community-stories and through the 'Olelo channels. The success of our program is largely due to the dialogue around the campaign messages that 'Olelo played a huge role is launching. We have been blessed to have 'Olelo Community Media as our strong partner and we look forward to continue our important work in partnership with 'Olelo.
Mahalo for your support for 'Olelo.
Wiwik

Wiwik Bunjamin-Mau, MURP
SPF-SIG Project Coordinator and Community Organizer
Department of Community Services
City and County of Honolulu
1505 Dillingham Blvd. Ste. 206
Honolulu, HI 96817
Cell: 808.348.6152
Office: 808.768.5793
www.beajerk.org

Debra Barenaba/KAHUKUHI/HIDOE

03/29/12 05:43 PM

To cabletv@dcca.hawaii.gov
cc
bcc
Subject

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -3 A 11:06

A___E___P___S___

FILE

To whom it concerns:

My name is Debra Barenaba, I teach Arts and Communications and Digital Media at Kahuku High and Intermediate school. I have been working with Olelo for over ten years. Olelo staff is efficient and well trained. They are expert in the area of digital media technology. They are also skilled instructors and go above and beyond to service our school and North Shore community. Without Olelo's facilities and staff, many students would not have the opportunity to reach a higher level in the use of professional equipment and editing software. Through such experiences as Capitol Commentary, youth exchange, and many community based events, students have gained real-world skills in interviewing, filming, and speaking with many of our state's leaders. Many students have attended Olelo's media courses and have been certified, affording them the use of Olelo's equipment and facilities. Olelo has always been supportive and provided a safe learning environment for our students, as well as other members of the Ko'olauloa community. As an instructor, I fully support any and all improvements and growth of Olelo--namely removing funding caps, in order to transition to more modern and efficient technologies. Olelo is an important part of Ko'olauloa which I hope will be with us for many generations to come.

Sincerely,

Mrs. Debra Barenaba
Kahuku High & Intermediate School

Testimony for DCCA, March 22, 2012

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -3 A 11: 06

A___E___P___S___

FILE

Mahalos for your attention to our Manao',

I'm a media teacher that works in the DOE and in after school enrichment youth programs.

I have been working with youth on Oahu for four years. The first two years I've worked With Olelo and Oleo producers to give voice to 'at risk children in homeless shelters".

In the last two years I've worked with the Media Teacher at Kahuku. Olelo supports our class and students with a full range of digital media equipment, training and mentorship.

Olelo Kahuku has been the leader and support for giving the Koolauloa Moku a media Platform and I believe they were responsible for 80% of all great media teaching, and media voice

done for our community in the last year.

Mahalo,

Don Sand

Cell 808-428-1572

"Leo Hura"
<mediatewithlh@mediate.com>

04/03/2012 10:38 AM

To <cabletv@dcca.hawaii.gov>,
cc
bcc
Subject RE: Olelo Application - Voicing Support for Renewal

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -3 P 12: 13

A___E___P___S___

FILE

Re- sent. Leo Hura

JD - Mediator
808-393-0687
www.mediate.com/mediatewithlh

-----Original Message-----
From: Leo Hura [mailto:mediatewithlh@mediate.com]
Sent: Tuesday, April 03, 2012 10:34 AM
To: 'cabletv@dcca.hawaii.gov'
Subject: Olelo Application - Voicing Support for Renewal

Aloha:

Olelo is a unique entity and a treasure in Hawaii. It gives voice and imagery to people like myself interested in pursuing their passion in media and sharing it with like minded and creative volunteers supported by taented and dedicated staff.

It would be tragic if Hawaii lost Olelo during a time when media is being gobbled up by behemoths.

Olelo gives voice to a diverse group of people and serves a diverse audience.

People surf channels and with the variety of programs available on Olelo I can almost guarantee casual viewers find something they like - try it and see. Its uniquely local and unbeholding to advertisers and polling.

Creativity needs nurturing and Olelo provides that nurturing through its community locations where youth can access knowledge and express their creativity.

I'm retired and Olelo has helped me become passionate about avoiding, preventing, and resolving conflict and given me access to do volunteer work in the name of Olelo for the Hawaii State Judiciary, Association of Conflict Resolution Hawaii, Mediation Center of the Pacific, amongst others. Last year I was asked to provide material to the American Bar Association and in turn they asked USC what a program like mine would cost - $30,000 was an estimate for one episode much shorter than I and my volunteers create monthly - Hawaii gets it for the sweat of our brow - it gets hot in the mini-studio, their facilities and equipment and their considerate and knowledgeable staff, and money out of my pocket - the public benefits because the potential for conflict surrounds us and so my episodes address how to avoid, prevent, and resolve conflict in a peaceful manner (in an entertaining way).

Like mine there are equally if not more passionate people involved in producing for Olelo - an island, state, and national treasure - do not give it up - rather strengthen it so it can do more outreach through excellence in training, production, programming and broadcasting.

Warmest Regards, Leo Hura

JD - Mediator
808-393-0687
www.mediate.com/mediatewithlh



"Ronald Miyashiro"
<ronmiya@aol.com>

04/03/2012 07:25 PM

To <cabletv@dcca.hawaii.gov>,

cc "Amy Tamaribuchi" <atamaribuchi@olelo.org>, <edhuoa@hawaii.rr.com>, "David Jones" <boyasparagus@hotmail.com>, "Laura Nakasone"

bcc

Subject RE: Application to Provide PEG Access Services Related to State of Hawai'i D&O No. 346

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 APR -4 A 11:
F P S
FILE

Hi,

My testimony is in favor of acceptance of Olelo Community Media's application to continue to provide and improve service as PEG access provider for the island of Oahu.

As volunteers with the non-profit Hawaii United Okinawa Association, we have been clients of Olelo since 1998, going on fourteen years ago. I'm astonished to realize that it's more than half the life of Olelo. We have witnessed nothing but the best professional services to help us share the Okinawan culture with the island community through our one-hour weekly show, Hawaii Okinawa Today. We've seen the improvements and continued upgrades and advancements at Olelo as technology evolves to enhance and make more efficient our production techniques to create our shows with less manhours. And I see in their application that Olelo will continue to strive to use the latest and greatest technology. Olelo's Internet live streaming and video on-demand services have increased our viewing audience to include even a worldwide viewership. There are Okinawans and Okinawans at-heart all over the world.

Olelo has developed the expert staff and the process to continue and improve the manning of its enterprise. We've seen this process over the years. I think it's appropriate that Sparky Rodrigues is pictured in the Olelo application, surrounded by children. He was one of our mentors when we first started with Olelo. I've seen it in his eyes, his smile, and his words that he is focused on the betterment of the keiko o ka aina.

I apologize if this testimony is tardy. Please accept it, but more so, please accept all the provisions of Olelo's application.

Thank you,
Ronald Miyashiro,
Volunteer member of the
HUOA Video Production Team

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -4 A 11: 03

A___E___P___S___

FILE_____

To: DCCA Director Keali'i Lopez
Deputy Director Jo Ann Uchida
Cable Administrator Donn Yabusaki
Cable Television Division
Department of Commerce and Consumer Affairs
P.O. Box 541
Honolulu, HI 96809

RE: **Application to Provide PEG Access Services Related to State of Hawaii D & O No. 346**

Aloha,

My name is Thorne-Michael Aiona Kahele-Fontanilla and I am writing to express my support for 'Olelo's Application to Provide PEG Access Services Related to State of Hawaii D & O No. 346. Being involved with PEG Access since 2006 I have had the opportunity to witness the positive changes throughout my community through the presence of 'Olelo Wai'anae. Previous to my involvement with the Summer Media Enrichment Program held at 'Olelo's Wai'anae Community Media Center (CMC), I had adopted a mentality shared amongst the majority of at risk youth in Wai'anae. I was well on my way to flunking out of high school and not caring. I wasn't involved, or even concerned, with what was going on within the community that I'd been living in for 16 years. The extent of my community involvement was pretty much non-existent because my community never meant much of anything to me.

Upon completing the Enrichment Program that summer, I learned that my community should mean something to me and that through the use of media I could help my community mean something to others too. I also learned that media wasn't just an outlet, a hobby, or even a career but when used effectively and ethically, media could and would be the most powerful tool I can ever possess. After 6 years since my initial involvement with PEG Access I have been utilizing community media along with a new, positive, and productive mentality to change the lives of those from my community as well as others from around the nation and even internationally. And it's that kind of community access that I look forward to having for those of us who are considered the future leaders of tomorrow.

I recently participated, as an 'Olelo Staff Member, in the training of 24 high school students who were at risk of flunking and were taking a credit recovery course. At the end of the training, all 24 students had earned enough hours of service to earn their class credit. It was a collaborative effort from both the P and E Sectors of PEG working together which could not have been possible without the presence and involvement of 'Olelo Waianae.

With 'Olelo's history of deep rooted involvement in the community I think it would benefit consumers tremendously if they continued to be the providers of PEG Access Services. However, while time advances and the technologies that we use follow suit, I think that it would also benefit consumers if 'Olelo's service were able to be expanded so that they are better equipped to service clients who are born into this "digital age."

By raising the funding cap, or removing it altogether, I believe that 'Olelo will be better suited to continue providing necessary Access Services to consumers island-wide and will be able to accomplish all of their short and long-term priorities which are of high demand from the communities' consumers. Among the short term priorities, services like Tapeless HD Technology, Upgraded Training, Closed Captioning, and increased internet connectivity at CMCs are becoming more of a necessity.

Short Term Priority #1: Tapeless HD Technology. We currently have our CMCs equipped with only a handful of Tapeless HD Equipment sets. The communities' hope is to have each CMC fully stocked with complete Tapeless HD equipment sets. Although costly, I believe it would be more cost efficient to invest in these new, necessary pieces of equipment than try and repair our current equipment sets that will soon be obsolete. As it is now when a camera breaks we aren't able to fix it, due to the scarcity of parts. That leaves one less camera available to our clients proving that we cannot effectively and efficiently serve our clients with outdated equipment. With this transition to Tapeless HD technology, we must also upgrade our post production systems and all related equipment so that we are able to accommodate digital files.

Short Term Priority #3: Upgraded Training. As a certified trainer for 'Olelo, being able to provide higher quality training for entry level clients as well as advanced training for our experienced clients would be helpful with supporting 'Olelo's mission statement. Also, upgrading our training will not only provide our staff with knowledge of more current

technology and techniques but will also provide our clients with a level of self-sufficiency and the confidence needed while utilizing community access services to exercise their teachings.

Short Term Priority #5: Community Outreach and Volunteer Engagement. When participating in the credit recovery course project during spring break, the students had created three short projects that related to health issues. Although it wasn't a significant amount of diverse programming, it did help in supporting 'Olelo's outreach efforts to expand program content. By having the capacity to conduct similar programming opportunities to under-represented areas of the communities, like government agencies, the sports community, and those of diverse interests, I believe that 'Olelo will succeed in balancing out the engagement of community producers of all areas.

Short Term Priority #9: Closed Captioning. Between 2008 and 2010 I had the privilege of working with a young man who was a special needs student. By working with him I learned that community access doesn't only reach those of us living our "normal" lives, but those who are affected with disabilities and special needs too. Closed captioning, although quite expensive, is a definite NEED for our viewers who won't have the opportunity to enjoy someone's message without it being available.

Short Term Priority #10: Increased Internet Connectivity at CMCs. One of the short-term priorities asked about daily by clients is increased internet connectivity at our satellite CMCs. With majority of our CMCs being located on school campuses, it is hard to get any productivity out of an internet server that blocks a large portion of sites from our producers, crashes constantly, and isn't available wirelessly. With appropriate funding 'Olelo could increase its internet services to clients and provide access without a large group of sites being blocked. Also, with the increased connectivity clients who participate in 'Olelo's mini studio services could allow remote participation through internet video calling. And overall clients would be better equipped to create quality video productions.

Along with increased internet connectivity, we must ensure that our internet computers are updated computers that are able to be equipped with all of the right software needed to access certain sites' features. One of the features that remain unavailable to us now is the ability to be able to view videos on 'Olelo's website because things like flashplayer updates are not even compatible with the computers that we currently have specifically for internet use. These are just

some of the short term priorities that are of importance to those who are served by 'Olelo and if brought to life could provide a long lasting positive relationship between community members and entities like the DCCA, Oceanic Cable, and 'Olelo.

Long Term Priority #1: East Honolulu CMC. With a family that spans the island, I'm always happy to encourage those in my family to get involved with their local Community Access provider. Sadly, those located east of Honolulu have to trek a far way to the nearest CMC located at either Kaneohe or Palolo. I think that 'Olelo is currently trying to open a center in Waimanalo. Having a center located somewhere in East Honolulu would help get Community Access a physical presence in some of the communities not serviced on Oahu.

Long Term Priority #3: Remote Client Interaction with 'Olelo. As both a client and a trainer, I am in total support of remote client interaction with 'Olelo. Having the ability to train clients via the internet is something beneficial for both the clients and trainers alike. Trainers will be able to conduct training over the web, allowing clients currently in the CMCs to continue to utilize the space and equipment. And Clients going through the training will be able to be trained at their own remote locations rather than having to attend training at the nearest CMC, which may be further away than they're able to get to by walking, bus, or even driving. This will be especially beneficial for those located in east Honolulu.

Proposed Additional Services: In-House Production Team. When I was first welcomed on board as a staff member, part of my training was going out and staffing an Executive Production (E.P.). My first E.P. was an event taking place at Farrington High School and lasted for about an hour and a half. Since then, I have participated in about four or five E.P.s and have seen the growing demand for coverage of community events. Unfortunately I am aware that 'Olelo is sometimes unable to staff multiple simultaneous E.P.s because of a limited capacity. Having an allocated in house production team will allow more coverage of events that impact all three sectors of PEG.

Proposed Additional Services: Video-On-Demand. With the large amount of government and civic affairs programming we currently have, it is hard for community members like my mom, friends' parents, and family members to keep up with issues that are important to them and affect our communities. Having an on-demand service that archive these meetings, hearings, or events will provide us with better access to government and civic affairs

programming. An on-demand service will also increase civic participation. By having these programs readily available for us, we are better equipped to reply to time-sensitive issues that would otherwise go unnoticed or unseen if missed when broadcasted normally.

Mahalo for allowing me to share my support for 'Olelo in their endeavors to continue to provide us with such a valuable resource. Although I have not touched on all of the priorities listed in 'Olelo's application, I continue to express my support for 'Olelo to remain as the PEG Access Provider for the island of Oahu and also express my support for the provisions necessary to carry out all of their short and long-term goals as stated in their application. I hope to see 'Olelo's services expand but understand that this is process and that processes take time but I hope that you'll waste no time at all in making the best possible decision for our communities which would be to have 'Olelo continue as our PEG Access providers.

Mahalo,

Thorne-Michael Aiona Kahele-Fontanilla

87-255 Mikana Street

Waianae, HI 96792

"Thorne M. Fontanilla"
<tfontanilla@olelo.org>
04/03/2012 02:12 PM

To "'cabletv@dcca.hawaii.gov'" <cabletv@dcca.hawaii.gov>,
cc "Thorne M. Fontanilla" <tfontanilla@olelo.org>
bcc
Subject Re: Application to Provide PEG Access Services Related to State of Hawaii D & O No. 346

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 APR -4 A 11: 03
A E P S
FILE

1 attachment

Thorne Testimony for 29th.docx

Aloha,

Attached is my testimony in response to `Ōlelo Community Media's Application to provide PEG Access Services Related to State of Hawaii D & O No. 346.

Mahalo,

Thorne-Michael Aiona Kahele-Fontanilla
Client Severices Technichian
Wai`anae `Ōlelo Community Media Center
85-251 Farrington Hwy, Waianae HI, 96792
(808)-696-1003



aloharon@hawaiiantel.net
04/03/2012 02:12 PM
Please respond to aloharon@hawaiiantel.net

To "DCCA Dept. Of Consumer Affairs" <cabletv@dcca.hawaii.gov>,
cc
bcc
Subject Olelo contract renewal

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -4 A 11:04

A E P S

FILE

My name is Ronald Miyasato and I am Producer for the "Mental Health Series". I am in support of having "OLELO" be the organization that provides PEG access to the community. They have shown over the years that it is an organization with leaders of Integrity, and objectivity, who put the community first. This I the reason why "OLELO" perservered despite the limited resources. Employees have gone without pay raises and camerapersons still use outdaded camera equipment and and computers. The other reason in support of renewing the contract: "OLELO" has now an Infrastructure both physically and electronically with the schools, non-profit agencies,churches, temples, synnagoges and mosques. They created an atmosphere of ALOHA, where everyone is welcome and all views are aired and people are willing to speak without the fear of being ridiculed, castigated, or suppressed. "OLELP" is real democracy at work. To limit their growth would limit the boundaries of "free speech". This is why I support removing the cap on revenues. More revenues will expand the parameters of "free speech" and "democracy" will again make another huge step forward in Hawaii. Aloha and Mahalo, Ron Miyasato

Sent from my Verizon Wireless BlackBerry

"Gloria Uyehara"
<guyehara@hpfeb.org>
04/03/2012 01:34 PM

To <cabletv@dcca.hawaii.gov>,
cc "'Federal Executive Board - Toni Allen'" <febstaff@hpfeb.org>
bcc
Subject RE: Application to Provide PEG Access Services Related to State of Hawai'i D&O No. 346

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 APR -4 A 11:03
A E P S
FILE

DCCA Director Keali'i Lopez
Deputy Director Jo Ann Uchida
Cable Administrator Donn Yabusaki
Cable Television Division
Department of Commerce and Consumer Affairs P.O. Box 541 Honolulu, Hawaii 96809

This letter is in support of Olelo's outstanding support to the Honolulu-Pacific Federal Executive Board and all federal agencies located in the PACIFIC THEATER.

Annually, Olelo has sent valued crew members free of charge to Sheraton Waikiki to capture the excitement and celebration of over 1200 family, friends and peers. They also schedule the viewing of the largest federal event in the nation that celebrates outstanding accomplishments. Over 300 award recipients are featured and at home–family and friends who could not attend in person get to watch the show throughout the year and aims to inspire others to achieve high work ethics.

Olelo's work in the community repeatedly find efforts being viewed by thousands. We look forward to their assistance in promoting the spirit of our federal community.

If you need additional information, please feel free to contact me.

Aloha,
Gloria Uyehara
Executive Director
Honolulu-Pacific Federal Executive Board
(808) 541-2638
www.honolulu-pacific.feb.gov
We are now on Facebook

Creating Partnerships For Intergovernmental Commitment, Communication, and Collaboration



Jill Canfield
<ed@paachawaii.org>
04/03/2012 04:42 PM

To cabletv@dcca.hawaii.gov,
cc
bcc
Subject Support of Olelo Community Media Application

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -4 A 11:03

A__E__P__S__

FILE

Aloha Director Lopez,

I would like to express my support of Olelo Community Media's application to provide PEC access management and services related to the State of Hawaii's D&O No. 346. Olelo has demonstrated experience and is uniquely qualified to provide this important service for our community.

Olelo's expansion to more neighborhoods and increased accessibility to video production resources are vital to strengthening and empowering our community. Some of the teachers and students in our programs have benefitted from the training and development provided by Olelo --which has in turn, benefitted our programs. As someone who has worked in the educational nonprofit field for over 20 years, I can attest to the value that Olelo brings to various public, educational and government partners.

Thank you for your consideration.

Respectfully submitted,

Jill Takasaki Canfield
Executive Director
Pacific and Asian Affairs Council
1601 East-West Road, 4th Floor
Honolulu, HI 96848-1601

Tel: (808) 944-7781
Fax: (808) 944-7785
Email: ed@paachawaii.org
Web: www.paachawaii.org



"Cinnie Frith"
<cfrith@fbsmgt.com>
04/03/2012 04:29 PM

To <catv@dcca.hawaii.gov>,
cc
bcc
Subject Full funding for Olelo

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -4 A 11:03

A E P S

I am a resident of Oahu for the past seven years and have come to depend on the timely and clearly delivered community affairs presentations that Olelo creates as the benchmark of their work. They consistently display a professional and unbiased approach in all of their programs, be they educational, political or cultural. I always feel as though I'm getting the full picture of the particular subject matter, and, more importantly, all aspects and opinions on a particular topic may be explored by any one or group without the financial burden associated with the usual modes of advertising. The playing field is truly leveled when the prohibitive cost of print format, radio and commercial television does not have to be utilized.

I also find that Olelo is very open and transparent about how they do business. As an Oceanic Time Warner subscriber I want accountability for what the DCCA is doing with the money that they are withholding from Olelo. Olelo files regular reports, gets audited each year and we know how and where they are spending their money. Are the education sector AND the DCCA held to the same standards of accountability?

I would suggest that Olelo does an exemplary job in creating a vital public forum and should be rewarded for their efforts with the full funding they need to upgrade equipment and continue to draw new talent into their business. I personally have worked with Evern Williams, Bill Sager and others who have consistently been both cordial, creative and innovative in helping me understand the intricate business they run in a truly professional manner. They "go the extra mile" for our community-shouldn't we do the same for Olelo?

Mahalo,
Cinnie Frith



Christine Ho
<kalihimedia@gmail.com>
04/03/2012 04:24 PM

To cabletv@dcca.hawaii.gov,
cc
bcc
Subject Olelo Community Media

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -4 A 11:03

A___E___P___S___

FILE

To DCCA:

I am writing in support of Olelo Community Media's continuation as the sole provider of PEG Access for Oahu.

I am the Digital Media and Broadcast Media teacher at Farrington High School. Farrington is one of the largest high schools in the state, with 2,600 students.

Olelo has fully supported me in building our Digital Media program, and our ability to tell and share local stories. They trained my students when we had no equipment, actually bringing equipment to our campus. When we had the opportunity to build a television studio in my classroom, they consulted with me about floor plans and equipment.

Every year, my students have participated in Capitol Commentary, where a team of students interviews and film Hawaii legislators on the Opening Day of the Hawaii State Legislature. This activity, sponsored and organized by Olelo, has been a unique confidence and skill-building experience.

Another event we work on with Olelo is the filming of our school's Commencement. Once again, they bring all the cameras, wires, audio, communication and switching equipment to our school to help us. They also train my students to become proficient in all roles and tasks associated with a multi-camera shoot.

Olelo recently helped us install a switching unit and all the accompanying equipment, so we could broadcast a live daily school news show through our closed circuit system.

My students create a monthly half-hour show which we broadcast on Channels 52 and 54, called "The Farrington Show." Our alumni and many others appreciate learning about and seeing activities our students videotape.

Six years ago, I started a 12-school, complex wide student film festival. Although a daunting task, Olelo staff encouraged me. The film festival continues today, a safe place for youth to showcase their work and to bring messages to the community.

Please strongly consider Olelo as the provider of choice. They have worked tirelessly for over 20 years to create meaningful close-knit relationships with a huge volunteer base and a dedicated, hard-working and talented staff. It will be extremely difficult to replace the expertise and years of experience they bring to the table.

Sincerely,

Christine M. Ho
Farrington High School
Digital Media & Broadcast Media teacher



Jack De Feo
<jdefeo@hawaii.rr.com>
04/03/2012 04:19 PM

To cabletv@dcca.hawaii.gov,
cc
bcc
Subject Support For Olelo's PEG Access Application

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -4 A 11: 02

A___E___P___S___

FILE

Aloha To You All,

I attended the meeting held by the DCCA to hear Olelo's application for continued PEG Access and to also hear Time Warners reasons for Not being in support of Olelo's application to the DCCA, to maintain, upgrade and expand services to meet the future needs of cable access made available to the communities that Olelo has served so well despite being held hostage on a budget that has capped and restricted the delivery of those services to meet the availability of 21st Century technology for the Olelo community at large. Time Warner's reasoning for not being in favor of Olelo's application failed to meet the test of credibility for its opposition against Olelo to keep and upgrade its services as the provider for PEG. It doesn't cost Time Warner anything outside of the franchise fees already paid for by cable subscribers collected by Time Warner which would lead someone to wonder what the true underlying reasons for Time Warner to be so opposed against Olelo's application as the PEG provider.

For many years Olelo has had to operate at a deficit placed by the 3% cap when the renewal contractual agreement had been 5% while the reality for Olelo has been only 2.5% on the annual share of the franchise fees that Time Warner doesn't pay anything extra for by the use of the publics right of way according to Federal Law and the FCC. Time Warner has not acted in good faith for quite sometime while reaping massive profits that it sends offshore and has a proven track record for going back on its word and an obvious disdain for honoring its commitment to the people of Hawaii. Olelo for many years running has been the national flagship for PEG services nation wide and is the standard for all others to emulate in providing cable access services throughout the USA. In closing let me add that whats really at stake here is our Freedom of Speech that Time Warner seems determined to either restrict or prohibit because Olelo is the lifeline for information that can't be found anywhere else on the wasteland of the Main Stream Media on Oahu and only on Olelo worldwide over the internet. Olelo has become an important and vital member of our Ohana and a valuable resource for the young & old to find a place of refuge where they can learn skills that enhance their ability to become contributing and productive members of Hawaii. Please support Olelo's application and lift the cap so Olelo can continue to grow and upgrade it's equipment and to reward its loyal and dedicated staff members while at the same time choosing to be on the right side of history and allow the will of the people to be served and acted upon and help us and Olelo make Hawaii the jewel of the Pacific!

Mahalo,

Jack De Feo

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -4 A 11:01

A___E___P___S___

FILE_____



Diane Peters-Nguyen
<dpeters@chaminade.edu>
04/03/2012 02:27 PM

To <cabletv@dcca.hawaii.gov>,
cc
bcc
Subject Letter of Testimony Re DCCA Hearing

1 attachment



OLELO TESTIMONY for DCCA hearing 4-12.doc

April 3, 2012

Cable Television Division, DCCA
PO Box 541, Honolulu HI 96809Honolulu, Hawaii
(Via Email)

RE: 'Olelo's Application to provide PEG Access services

To Whom It May Concern:

As a longtime ʻŌlelo board member and a Chaminade University executive, I want to underscore the message sent to you by more than 60 community members who testified at your recent hearing to support Olelo's application to provide PEG access supporters.

Having participated in the Olelo's strategic plan and knowing that Chaminade uses ʻŌlelo studio for video classes, I want to assure you that I am 100% confident that there is no other organization more qualified than Olelo to provide these services. Each year, we support the Youth XChange video competition because watching the work of the young people involved gives me hope that this next generation is developing the skills to better our society.

I would also take this opportunity to encourage DCCA to remove funding cap that current hampers Olelo. Each year, ʻŌlelo has made progress in reducing annual deficits but this has involved sacrifices by staff and clients. The staff there is passionate and committed to the mission of making island voices heard.

Having seen the benefit first hand that free media access provides to our schools, students and communities, I ask that you approve Olelo's application to provide PEG access services without delay.

Thank you for your consideration of this letter of testimony.

Mahalo a nui loa,
Diane Peters-Nguyen

~~~~~~~~~~~~~~~~~~~~~~~~~~

Diane Peters-Nguyen
Vice President of Institutional Advancement
Chaminade University
3140 Waiʻalae Avenue
Honolulu, Hawaiʻi 96816
Ph. 808. 735-4772
~~~~~~~~~~~~~~~~~~~~~~~~~~

Fax 808. 735-4870
Cell 808. 391-5778

Hawaii Educational Networking Consortium
East-West Center / Hawaii Association of Independent Schools
Hawaii State Department of Education / University of Hawaii

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 APR 3 P 2:38
A E P S
FILE

April 3, 2012

Mr. Donn Yabusaki
Cable Television Administrator
Department of Commerce and Consumer Affairs
P.O. Box 541
Honolulu, Hawaii 96809

Dear Mr. Yabusaki:

The Hawaii Educational Networking Consortium wishes to submit the following statement regarding the 'Olelo Community Media Application to Provide PEG Services on Oahu.

As you are aware, in December 1998 an agreement was forged between 'Olelo: (then) Community Television, the University of Hawaii, the Hawaii State Department of Education and the Hawaii Association of Independent Schools to provide for channel oversight as well as regular planning and support of Educational Access (EA) services on Oahu. This agreement also assigned 25% of the Oahu PEG revenues to accredited education to be managed by the Hawaii Educational Networking Consortium (HENC).

HENC is a collaborative relationship established in December 1993 among the University of Hawaii, Hawaii State Department of Education, the East-West Center and the Hawaii Association of Independent Schools. Collectively these member entities have a combined user-base of over 370,000 students, adult learners, faculty, and staff within the State of Hawaii. These member entities currently provide more than 16,000 hours of Educational Access (EA) cable programming each year distributed on Oahu via Oceanic Channel 355 and 356 (QAM 46.55 and 46.56).

Over the course of the last 14 years 'Olelo and accredited education have established a working rapport--after many years of having a less than pleasant relationship. Entering into this Oahu PEG selection process it was our hope that EA could maintain our current agreement and offer a good and positive relationship with whomever was selected as the Oahu PEG provider.

That being said, the biggest hurdle that we see foresee with the 'Olelo application is stated on page 49. It says:

> 'Olelo currently provides 25% of its PEG access operation funding directly to HENC for use in creating educational programming and other related purposes. 'Olelo proposes' this same 25% be earmarked for education, *but that, subject to DCCA's Agreement and in consultation with HENC, a portion of those funds be designated for use by 'Olelo for education-related programs.*

2532 Correa Road, Building 37 • Honolulu, Hawaii 96822
Email: marlon@hawaii.edu • Fax: (808) 956-9966 • Phone: (808) 956-2776

Educational Access recognized at the time of the 1998 agreement the important nature of 'Olelo's education of the speakers or "producers" as a key aspect of any PEG provider and an important factor to continued free speech. Acknowledging this, the current Oahu model suggests that EA continues to "anted up" annually by leaving eight percent of their seemingly rightful fees (Public = 1/3; Educational = 1/3; and, Governmental = 1/3) with 'Olelo on Oahu for its use in educational matters (i.e. 33-25=8%).

The following table defines what Educational Access sees as its current annual contribution to 'Olelo's education efforts:

Oahu PEG Provider	2012 Approx. Total Annual PEG Revenues	33% of Oahu PEG Revenue	25% of Oahu PEG Revenue to HENC	Educational Access Annual Contribution to 'Olelo's Education Efforts (8%)
'Olelo	**$4,887,000**	**1,612,000**	**1,221,000**	**$391,000 ***

* Using this example, a quick calculation of the total funds that Educational Access has left on the table towards 'Olelo's education efforts (during the entire period of the current agreement) would total more than $4,600,000.

This is not to say the EA's contribution should constitute everything that should be expended on education. This approach only clarifies and defines EA's annual contribution for education of Oahu citizens. We firmly believe that both P and G have a continued responsibility to educate their constituencies from 'Olelo's remaining $3,666,000+ of annual operating revenues for 2012.

Case in point, in its application 'Olelo states that it works with educational partners and sites and among its named efforts is their *Youth Capitol Commentary* program. While HENC feels this is an excellent venture, it should seemingly fall under the Governmental services of PEG not Educational Access outreach. Accordingly, because 'Olelo chooses to use schools facilities to train their Public constituencies it does not automatically make this an example of an Educational Access cost, expense or endeavor.

Finally, HENC believes that any funding scenario for any PEG service provider should decree that 25% of Oahu PEG proceeds should be directly funded to accredited education as stated in the current contractual practice. It is our hope that by continuing the current practice we can avoid opening any old wounds--just as they are beginning to heal.

Thank you for the opportunity to provide this input. If you have additional questions relating to these comments please contact me.

Sincerely,

Marlon J. Wedemeyer
Program Director
Hawaii Educational Networking Consortium

HINA MAUKA

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -3 A 8:24

A__E__P__S__

FILE

April 2, 2012

Keali'i Lopez, DCCA Director
Jo Ann Uchida, Deputy Director
Donn Yabusaki, Cable Administrator

Cable Television Division
Department of Commerce and Consumer Affairs
P.O. Box 541
Honolulu, Hawaii 96809

RE: Application to Provide PEG Access Services Related to State of Hawai'i D&O No. 346".

Dear Ladies/Gentlemen:

Have you ever wondered what use did the first fax machine was to anyone? It is not very useful if there is only one fax machine. You need to have a second machine to fax to. What good would an Alcohol and Substance Recovery Center be if no one knows about it?

Hina Mauka has bee involved with Olelo and spreading the word about treatment since 2007. No other media has such an impact to have a viewer "call to action" and do something about his/her addiction. Hina Mauka's "Recovery" program profiles real life people, real-life former addicts and real-life achievers who overcame their challenges. We know Olelo has been instrumental in saving lives because it reaches out to those who don't want to reach out or don't want to listen to their relatives or friends. They will listen to somebody they can relate to on TV. Because they can identify with the guests, they are more likely to take action and take that first step. The first step is to call Hina Mauka. That's powerful!

When I walk into an Olelo facility, I feel good. The staff is very competent and courteous and I know that if I ever need help on anything the staff will go out of their way to help me. This is the kind of service I would happily pay extra for; however, Olelo is free to the community. The excellent service they provide as "free" entity reflects that they operate at a higher standard. I don't expect to get excellent service from a warehouse store or a discount store as I do with a Sears or Nieman Marcus. Olelo is a model operation.

45-845 Po'okela Street, Kaneohe, Hawaii 96744
Phone (808) 236-2600 • Fax (808) 236-2626

HINAMAUKA

I also heard that Olelo has gone through some financial audits and received very favorable reviews. Again, being fiscally responsible and providing great service to the community is something all companies should strive for.

I urge all the decision makers, to do a random visit to any of the media centers. You will see and believe what Olelo is all about. It's not about all the lights, cameras and high tech equipment. It's about taking care of the community responsibly and with pride.

Sincerely,

Ollie Ocampo, Technology Director and Proud Olelo Producer of "Recovery."
oocampo@hinamauka.org
C: 277-2574
O: 447-5232

"Ollie Ocampo"
<oocampo@hinamauka.org>
04/02/2012 11:34 AM

To <cabletv@dcca.hawaii.gov.>,
cc
bcc
Subject Olelo Application Testimony

1 attachment

Olelo Application Testimony.doc

To whom it may concern.

Thank you very much.

Ollie Ocampo

The Senate

STATE CAPITOL
HONOLULU, HAWAII 96813

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 29 P 4: 33

A___E___P___S___

FILE___

DCCA Public Hearing
'Olelo Community Media Renewal Application
Washington Middle School

March 29, 2012

To: Keali'i Lopez
Director
Department of Commerce and Consumer Affairs

From: Senator Maile S. L. Shimabukuro

As a Senator from a rural district on Oahu, I have come to appreciate the services provided to our community by 'Olelo. As a regular participant at Neighborhood Board meetings on the Wai'anae Coast, I am thankful that 'Olelo has always been there—offering a dependable media link for residents who are unable to be present.

I am also pleased with what 'Olelo has contributed to our community through its Wai'anae Enrichment Program, which has trained young people in developing media skills. Not only have our youth benefitted from 'Olelo's training programs. Seniors, and people of all ages, have learned to create their own productions on local issues and topics of community concern.

As DCCA continues its negotiations for the renewal of 'Olelo's application as a Community Access Provider, I urge you to take into consideration the enormous progress made in community access television over the past quarter-century. The accomplishments of 'Olelo and other PEG access organizations throughout our islands have been truly amazing. Hopefully, through DCCA's favorable action in this renewal process, they will continue their valuable service in the decades ahead.

I urge you not only to renew 'Olelo's application, but also to seek provide whatever additional funding is necessary for the entire public access system to expand its horizons and reach even more communities throughout the State of Hawaii.

Mahalo for this opportunity to offer testimony on a matter of great importance to our community.

Office of State Senator Maile S.L. Shimabukuro
Hawaii Senate District 21 - Wai`anae Coast
Ko Olina ❖ Kahe Point ❖ Nanakuli ❖ Ma`ili ❖ Wai`anae ❖ Makaha ❖ Makua ❖ Ka`ena Point
(808) 586-7793 ❖ (808) 586-7797 FAX ❖ senshimabukuro@capitol.hawaii.gov ❖ 21maile.com

wally inglis
<wallyinglis@yahoo.com>
03/28/2012 04:41 PM

To cabletv@dcca.hawaii.gov,
cc
bcc
Subject DCCA hearing 3-29-12

1 attachment

Olelo Testimony March 29 2012.doc

TO: DCCA

Find attached testimony for hearing on Olelo's renewal application.

Wally Inglis
(for Senator Maile Shimabukuro)

Aloha,

My name is David Kalanikinimaka Delinaire, I am here tonight to protect my right to free speach, and to support the Olelo media & broadcasting company in it's bid to renew it's contract, and for it's continued and hopefully expanded Service, to me my community, the island of oahu, and who knows the beautiful state of hawaii. My intent is to aid Olelo as an ongoing volunteer, to insure that the use of current technology, equipment training, and community support that Olelo provides may continue and grow to foster public awareness of ideas, education and voices by broadcasting the public created matirial that is thought provoking, entertaining and inspirational. With olelo my voice is heard. please grant olelo it's contract, and remove the cap and provide Olelo more funding, after all, the government [redacted] and Education part of P.E.G has already got outside funding both from the public and coorporate sector, while olelo only gets from the franchise fees from [redacted] the cable company. Mahalo.

David K. Delinaire

P.O. Box 1607 Waianae 96792

INTERVENOR TIME WARNER ENTERTAINMENT COMPANY, L.P. THROUGH ITS HAWAII DIVISION, OCEANIC TIME WARNER CABLE'S TESTIMONY REGARDING 'OLELO COMMUNITY MEDIA'S APPLICATION TO PROVIDE ACCESS SERVICES RELATED TO STATE OF HAWAII D&O NO. 346 DATED 10/25/11

March 29, 2012

Intervenor Time Warner Entertainment Company, L.P. through its Hawaii Division, Oceanic Time Warner Cable ("Oceanic") respectfully submits the following testimony regarding 'Olelo Community Media's ('Olelo") application to provide access services related to State of Hawaii D&O No. 346, dated October 25, 2011 ("'Olelo Application").

I. INTRODUCTION

Oceanic's testimony is submitted pursuant to Act 19, Session Laws of Hawaii, 2011 and the Department of Commerce and Consumer Affairs' ("DCCA") letter dated January 20, 2012 granting Oceanic's request to intervene in this matter.[1]

In determining whether to designate 'Olelo as the Oahu public access provider, the DCCA is required by Act 19, Session Laws of Hawaii, 2011 to consider the following factors, among others:

- The public need for 'Olelo's proposed services;
- The suitability of 'Olelo to be the public access provider;
- The financial responsibility of 'Olelo;

[1] As noted below, 'Olelo has strenuously resisted disclosing information in response to requests for information served by Oceanic in this proceeding even after DCCA determined that 'Olelo was required to respond to a vast majority of those requests. Given that 'Olelo has not responded to most of the document requests (or provided responses only very recently), Oceanic reserves all rights herein, including, but not limited to the right to supplement or amend this testimony at a later date. As further noted below, Oceanic also reserves the right to raise issues, in a separate proceeding before the DCCA, regarding 'Olelo's use of PEG capital funds provided by Oceanic to 'Olelo in the past and whether Oceanic is required to provide capital funding for 'Olelo's proposed state and county government programming. While those issues are briefly summarized here, Oceanic reserves the right to supplement or amend the information and evidence provided here in the separate proceeding(s) before the DCCA.

- The technical and operational ability of ʻOlelo to perform efficiently the services for which it is proposing;

- Any objections arising from this public hearing, the Cable Advisory Committee, and elsewhere; and

- Other matters that the director deems appropriate under the circumstances.

There are two primary issues that the DCCA must consider in this proceeding. First, whether ʻOlelo should continue to be the public access provider, and second, if it is determined that ʻOlelo should continue in that role, what terms and conditions its contract with the DCCA should contain. The DCCA should consider the factors listed in Act 19 in connection with both issues.

As discussed in more detail below, Oceanic has serious concerns regarding ʻOlelo's request to continue as the Oahu public access provider (and its request to receive substantially more funds than it currently receives) in light of the following:

- ʻOlelo's commitment to transparency and accountability with respect to its use of substantial public funds is highly questionable given ʻOlelo's strenuous efforts to affirmatively prevent Oceanic from participating and providing its views in this proceeding and to affirmatively prevent the public disclosure of ʻOlelo's own internal financial and budget documents;

- ʻOlelo's application fails to recognize and address the impact of the shifting paradigm where individuals can communicate directly to others around the world through the Internet, and fails to take into account information showing extremely low viewership of ʻOlelo's channels -- including ʻOlelo's own data -- and a "significant decline in viewership" of ʻOlelo's channels since 2006, as well as significant declines in demand for ʻOlelo's training programs;

- ʻOlelo's financial responsibility and efficiency is questionable given evidence showing that ʻOlelo is requesting substantially more funds for its programs while holding substantial surpluses of PEG capital and operating funds – a practice that the DCCA has questioned in the past;

- ʻOlelo's own fixed asset list and audited financial statements indicate that ʻOlelo has repeatedly misallocated PEG capital funds for

operating purposes, and has spent over $100,000 in PEG capital funds since 2006 for Internet streaming (and proposes spending nearly a quarter of a million dollars more from 2012-2016 for this purpose), which is clearly not a permitted use of PEG capital funds under federal law;

- ʻOlelo has spent over $600,000 in PEG capital funds since 2006 on its building in Mapunapuna, which, although ʼOlelo purchased it with PEG operating funds, ʻOlelo claims that it owns the building outright and may use for any purpose even if it is no longer the public access provider on Oahu;

- ʻOlelo rents out substantial portions of its building in Mapunapuna to tenants who have nothing to do with public access, yet ʻOlelo uses PEG capital funds to improve areas of its building, including a large warehouse, that have nothing to do with public access.

Even assuming the DCCA decides to designate ʻOlelo to continue as the public access provider on Oahu despite these substantial concerns, Oceanic requests that the DCCA consider the measures proposed by Oceanic here in order to ensure that ʻOlelo's next contract requires ʻOlelo to be fully transparent and publicly accountable, and that ʻOlelo's operations going forward are consistent with the changing paradigm of technology, the terms of Oceanic's franchise, and applicable law. As discussed in more detail below, these proposed measures include:

- *Promoting transparency and accountability with the use of public funds*: The DCCA should expressly require that ʻOlelo publicly disclose on an annual basis detailed information regarding its budget, financial information, capital purchases and marketing / viewership surveys, which ʻOlelo has strenuously resisted disclosing to the public in the past, including in this proceeding;

- *Recognizing that ʻOlelo's request for increased funding is unjustified in light of the shifting paradigm with respect to public access and empirical information, including ʻOlelo's own data:* The DCCA should recognize that ʻOlelo's request to increase its funding by diverting money currently used for the State's institutional network and for broadband development purposes (a high priority under state policy) is unjustified in light of significant advances in technology that permit individuals to express their views directly to anyone with an

Internet connection, and – as recognized by ‘Olelo’s own survey data – extremely low and declining viewership of ‘Oleo’s programming;

- *Preventing duplicative and wasteful use of public resources by recognizing the current requirements of Oceanic’s Oahu franchise and existing practice:* The DCCA should recognize that the existing terms of Oceanic’s Oahu franchise and the current practice with respect to education and government programming confirms that ‘Olelo should not be designated to manage or provide education and government programming in the future, as such management would be unnecessary, duplicative and wasteful;

- *Preventing the unwarranted accumulation of substantial public funds:* The DCCA should require ‘Olelo to use public funds when provided, and the DCCA should require ‘Olelo to refund any surplus of operating and capital funds provided to ‘Olelo each year to avoid the current situation of ‘Olelo holding onto a substantial surplus of nearly $5 million in public funds. If ‘Olelo still has significant surpluses of public funds in any year, the DCCA should assert its authority to reduce ‘Olelo’s funding to prevent such surpluses;

- *Requiring strict compliance with respect to ‘Olelo’s use of capital funds in conformity with contractual and legal requirements:* The DCCA should implement procedures to monitor and prevent ‘Olelo from using restricted capital funds (and investment income and interest earned from such funds) for operating purposes and purposes prohibited by law, including Internet streaming, in light of numerous instances of such misallocations. The DCCA should further require that ‘Olelo provide a detailed accounting of each use of capital funding each year to the public to ensure that legal and contractual requirements with respect to the use of capital funding are observed and enforced; and

- *Requiring that PEG capital funds be used for only PEG purposes:* The DCCA should preclude ‘Olelo from using PEG capital funds to improve a building that ‘Olelo claims it owns outright and may use regardless of whether it continues as the public access provider on Oahu, or at a very minimum (and assuming the issue regarding the ownership of the building is resolved), the DCCA should preclude ‘Olelo from using PEG capital funds that benefit ‘Olelo’s own rental operations, and which are not used for PEG activities.

II. DISCUSSION

A. 'Olelo's strenuous resistance to the public disclosure of information on 'Olelo's own finances, budgets and other matters, despite the substantial resources provided to 'Olelo (and the substantial resources requested by 'Olelo for the future) from Oceanic and its subscribers should be considered in connection with whether 'Olelo is suitable to continue as the public access provider.

As an initial matter, Oceanic believes it is vitally important that all relevant information to evaluate the factors listed in Act 19 be made available to the DCCA and the public, including Oceanic, in order for this proceeding to result in a fair, reasoned and transparent decision on these issues.

As the DCCA is aware, in 2011, with the support of the public access providers including 'Olelo (and over the objections of the State Procurement Office) the Legislature passed what was signed into law by the governor as Act 19, SLH 2011. Act 19 exempts the designation of public access providers from the state procurement code. Act 19, however, provides for a written application or proposal from an applicant, a public hearing, intervention by interested parties, consideration by the Cable Advisory Committee and consideration of various factors, including those cited above.

Cleary, the Legislature, in enacting Act 19, sought to ensure that the selection of a public access provider – while not subject to the detailed safeguards of the state procurement code – would nonetheless be subject to a fair, transparent and impartial process that would ensure that an applicant would be fully vetted, and the State would receive full and fair value from a competent provider.

Indeed, 'Olelo, in testifying in support of the legislation, represented to the Legislature that it believed that the public hearing process provided in the bill (which is the process the parties are now involved in) "is *much more transparent* than the current

RFP [request for proposal] process [provided in the state procurement code]" and the process "also allows the DCCA to get an understanding of the needs of the community." *See* Testimony of 'Olelo Community Media to the Committee on Consumer Protection and Commerce Regarding HB 112 (January 27, 2011) (emphasis added).

As 'Olelo itself recognized, Act 19 reflects the strong public policy of ensuring that this process is transparent, and that all relevant information is made available to the DCCA, the Cable Advisory Committee, Oceanic and the public in order to enable these parties to fully analyze and evaluate the factors under which the selection of a PEG access provider will be determined in this proceeding.

This transparency is particularly critical given the significant amount of money received by 'Olelo in the past and now requested by 'Olelo in its application for the future:

- 'Olelo has received approximately $96 million since 1989 from Oceanic and its Oahu subscribers for 'Olelo's operating and capital purchases[2];
- According to 'Olelo, it has a current annual operating budget of $5.5 million, including $4.7 million from Oceanic's subscribers for service to Oahu subscribers. *See* Mark Coleman, *Roy K. Amemiya, Jr. Editorial*, Honolulu Star-Advertiser, March 16, 2012;
- As of December 31, 2010, 'Olelo had net assets of over $11 million, including a building and leasehold interest that 'Olelo purchased with money provided by Oceanic's subscribers (but that, as discussed below, 'Olelo now claims that it owns outright and should be able to keep regardless of whether it continues as the public access provider) worth over $7 million. 'Olelo Application at 17;
- As of December 31, 2010, 'Olelo had unrestricted cash, cash equivalents and investments of over $2.8 million and restricted cash, cash equivalents and investments of over $2.2 million. *Id.*;

[2] A breakdown of the funds provided by Oceanic and its subscribers to 'Olelo since 1989 is attached hereto as Exhibit "A".

- ‘Olelo now seeks the entire three percent of franchise fees currently collected from Oceanic’s subscribers (which, contrary to the implication in ‘Olelo’s application, the State is authorized to use for *any* purpose, including non-public access purposes), which would have amounted to $1.8 million more in operating funds to ‘Olelo for 2010 alone. *Id.* at 52. As the DCCA is aware, the additional portion of the franchise fees sought by ‘Olelo is currently allocated by the DCCA (pursuant to a consumer price index formula) for expansion and repair of the State’s institutional network (a component of the State’s data infrastructure constructed by Oceanic) and for broadband development purposes (which the Governor has indicated is a state priority);

- ‘Olelo now seeks to divert a portion of the 25 percent in operating funding currently provided by ‘Olelo to the Hawaii Educational Network Consortium (“HENC”) (a consortium of the State Department of Education, the University of Hawaii and the Hawaii Association of Independent Schools, which produces programming for educational channels TEC and TEACH) for ‘Olelo’s own unspecified “education-related programs”;

- ‘Olelo’s application is silent on specific measures it proposes to implement to ensure that the DCCA and the public, including Oceanic subscribers, can ascertain whether the millions of dollars that ‘Olelo receives in operating funds and capital funds will be used transparently, responsibly, and efficiently over the ten year term that ‘Olelo seeks.

Despite the significant issues raised by ‘Olelo’s Application, the magnitude of the public funds at stake, and the mandate of Act 19 that this proceeding be conducted openly and transparently, ‘Olelo has repeatedly acted contrary to the public policy of full transparency and disclosure in this proceeding.

Oceanic has serious reservations about a public access applicant that has received approximately $96 million since 1989 from Oceanic’s subscribers – the very same subscribers that ‘Olelo claims to serve in the public interest – but fiercely seeks to prevent disclosure to Oceanic and the public of ‘Olelo’s own internal financial information and documents that are necessary to evaluate its financial responsibility and efficiency in the past and going forward. ‘Olelo’s actions in this proceeding call into

question ‘Olelo’s commitment to public accountability and transparency with respect to the millions of dollars provided by Oceanic and its subscribers in the past (and requested by ‘Olelo for the future).

Examples of ‘Olelo’s efforts to affirmatively block the public disclosure of ‘Olelo’s own information in this proceeding include the following:

- ‘Olelo vehemently opposed Oceanic’s request to intervene in this proceeding so that Oceanic could provide its views. ‘Olelo falsely claimed that Oceanic was attempting to “prejudice” and “harass” ‘Olelo, despite the undisputed facts, among other things, that Oceanic and its subscribers have provided approximately $96 million to ‘Olelo in access operating fees and capital contributions (the vast majority of ‘Olelo’s funding over the past 22 years), and Act 19 expressly provides for intervention. *See* Correspondence regarding Oceanic’s request to intervene and discovery requests, collectively attached hereto as Exhibit “B”;

- Out of eleven document requests served by Oceanic upon ‘Olelo (requesting, among other things, ‘Olelo’s budgets, documents provided by ‘Olelo in an arbitration proceeding regarding its capital requests, and other documents relevant to ‘Olelo’s financial responsibility and efficiency), ‘Olelo objected to nine of the requests (primarily because ‘Olelo claimed – without providing any support – that its own financial documents are “confidential due to their proprietary, and/or competitively sensitive nature”) and provided a total of *seven* documents to Oceanic and the DCCA. *Id.*;

- After Oceanic requested that the DCCA compel ‘Olelo to respond to the document requests because, among other things, ‘Olelo refused to provide even basic information regarding its finances and failed to meet its burden of showing why its documents should be kept confidential, ‘Olelo disputed the need for disclosure of such documents and continued to claim, without any support, that its own capital and operating budget documents are “required to be kept confidential . . . due to competitive and commercial reasons”. *Id.*;

- After the DCCA rejected ‘Olelo’s claims of confidentiality and, over ‘Olelo’s objections, ordered ‘Olelo to produce a number of budget and financial documents, ‘Olelo sought to meet with the DCCA without informing Oceanic, unilaterally sought an extension to produce documents, sought an arrangement to provide budget and financial information to the DCCA only (and not Oceanic and the public), and

further sought an opinion from the Office of Information Practices to keep its documents from being disclosed. *Id.*;

- After the DCCA *again* ordered ʻOlelo to produce the documents that it was withholding, ʻOlelo relented to the DCCA's suggestion to provide the documents to the Office of Information Practices, but ʻOlelo continued to refuse to provide the documents to the public and Oceanic. *Id.*;

- ʻOlelo vehemently opposed disclosure of ʻOlelo's *own* documents that ʻOlelo provided in an arbitration relating to the amount of money that it is seeking for capital expenditures from Oceanic and its subscribers for the period of 2012 to 2014. *Id.* Thus ʻOlelo is preventing the DCCA and the public from obtaining detailed information about how ʻOlelo specifically plans to use PEG capital funds in the immediate future, which is clearly relevant to the issues and proposals raised in its application.

ʻOlelo's pattern and practice in this proceeding of vigorously resisting the full disclosure of information that is necessary to evaluate, among other factors, ʻOlelo's suitability to continue as the public access provider, its financial responsibility, and its efficiency, raises serious concerns as to this applicant's ability to be open, transparent and accountable with respect to the use of public funds going forward.

ʻOlelo's penchant in this proceeding to aggressively resist and litigate attempts to obtain basic ʻOlelo financial information (including past budgets, budget projections, and budget-to-actual analyses) clearly suggests that if the DCCA decides to designate ʻOlelo as the public access provider, there will be a clear need that ʻOlelo be specifically required to publicly disclose the information requested by Oceanic in this proceeding on a regular basis to ensure that the public, including Oceanic and its subscribers, can fairly evaluate ʻOlelo's financial responsibility and efficiency with respect to its use of public funds during the contract period.

Therefore, in addition to the reports that ‘Olelo is currently required to provide to the DCCA, ‘Olelo, if it is designated as the public access provider on Oahu, should – at a very minimum -- be required to publicly disclose on an annual basis:

- ‘Olelo’s detailed operating budget (including the “very detailed annual operating budgets” that ‘Olelo has disclosed it maintains);
- ‘Olelo’s capital budget worksheets (in the most detailed form kept by ‘Olelo in its files);
- Budget-to-actual results for the prior fiscal year;
- Financial projections for operating and capital expenses for the following five years;
- Capital purchases made by ‘Olelo in the prior fiscal year;
- Detailed information on the source and amount of funds received from sources other than Oceanic and its subscribers; and
- ‘Olelo marketing and viewership surveys.

If ‘Olelo is designated to continue as the public access provider on Oahu, the DCCA should expressly require ‘Olelo – at a very minimum – to disclose the foregoing basic information on an annual basis to ensure the transparency and accountability of the funds provided to ‘Olelo and to prevent future arguments by ‘Olelo that it is entitled to withhold from the public its own basic financial and budget documents.

B. ‘Olelo’s request to seek additional funds from Oceanic and its subscribers for proposed additional services in the future is not justified given the declining public need for such services and the ability for educational and government stakeholders to use resources other than ‘Olelo.

‘Olelo’s application indicates that it seeks additional funds from Oceanic’s subscribers (including the full three percent of the franchise fee) in order to provide “additional services”. ‘Olelo’s application, however, fails to recognize, much less

address, the impact of the shifting paradigm with respect to the ability of individuals to *directly* communicate with virtually anyone in the world through developments in technology, including the Internet.

As recently observed by Ian Lind, a former investigative reporter with the Honolulu Star-Bulletin, former ‘Olelo board member, and a blogger on current community issues, the “media landscape today is very different” from twenty years ago, when organizations such as ‘Olelo “provided the only practical way of bringing personal or community viewpoints to a broader audience via video broadcasting.” Ian Lind, *Have Community Access Media Organizations Adapted to the Digital Age?*, http://ilind.net/2012/02/27/have-community-access-media-organizations-adapted-to-the-digital-age/, accessed March 15, 2012. As Mr. Lind observes, the “media landscape is very different” from when ‘Olelo was first formed, due to significant changes in consumer technology and the development of the Internet.

As Mr. Lind further observes, consumer-priced digital cameras (including iPhones and similar products) are ubiquitous, and now offer video quality and features that once required specialized equipment at a significant cost. Video editing, which was once within the exclusive realm of those possessing specialized and expensive equipment and software, can now “be done on relatively inexpensive home computers, and even very sophisticated editing techniques are within reach of many consumers.” In addition, video and social media services such as YouTube permit virtually anyone with access to the Internet the ability to express their views via video to anyone else in the *world* with an Internet connection. As Mr. Lind notes, these video services offer “*anyone* access to

audiences *far greater* than ‘Olelo’s regular programming provides” and ‘Olelo is “still operating in the old model.” (Emphasis added).

‘Olelo’s application fails to recognize and address these shifting paradigms -- that the original justification and model for public access channels, programming and facilities (that cable video channels provide a unique “electronic soapbox” for individuals to express their views) is rapidly becoming obsolete.

Video programming is obviously no longer limited to cable or broadcast television. The public has access to numerous services over the Internet that provide streaming video, and anyone with an inexpensive webcam, or even a simple digital camera, can record and upload video to be immediately watched by millions. Moreover, such services as YouTube, Blogger, Twitter, Facebook and other social media services provide a multitude of opportunities for individuals to express their views and opinions to – literally – the entire world in an instant, and not just to one community or island through linear video programming, as is the case with ‘Olelo’s services.

Indeed, as reflected in ‘Olelo’s annual reports to the DCCA, it appears that these factors are steadily eroding demand for ‘Olelo’s training services. The total number of students enrolled in ‘Olelo’s video production training classes for all locations decreased from 1,834 in 2005 to 1,340 in 2010, or a decrease of 27 percent. *See* ‘Olelo Annual Reports 2006-2010, collectively attached hereto as Exhibit “C”. The number of students trained and certified as producers during the same period decreased from 364 to 237, or a decrease of 35 percent. It is important to note that during this same period (2005 to 2010), ‘Olelo actually sought to *expand* services by opening up four additional Community Media Centers. ‘Olelo Application at 6.

'Olelo's application refers to the Internet only within the context of: 1) proposing to expand its efforts to stream more of its existing content over the Internet (a practice, as discussed in more detail below, that cannot be funded with capital funds provided by Oceanic as a matter of law); and 2) 'Olelo's plan to permit producers to upload programming to 'Olelo via the Internet.

Strikingly absent from 'Olelo's application is any recognition or analysis whatsoever of how the Internet will affect the demand for 'Olelo's services within the next 2-3 years, not to mention the next ten years that 'Olelo proposes to serve as the public access provider on Oahu. Clearly, 'Olelo must squarely address this issue in detail so that the DCCA may evaluate the extent of public need for 'Olelo's services in the future in light of this technology.

As noted above, the entire paradigm of video production, editing and distribution is undergoing a significant shift towards individuals using the Internet (and ubiquitous and relatively inexpensive technology) to independently record, edit and directly broadcast their own video programming to anyone in the world. 'Olelo's application not only fails to acknowledge this reality (including the declining demand for its own video production training classes), but actually proposes that 'Olelo receive *more* funding from Oceanic and its subscribers[3] and further expansion of its services over the next ten year period. In short, as recognized by Mr. Lind, 'Olelo "is still operating in the old model," and its application also reflects a glaring failure to recognize, address and plan for how the public need for 'Olelo will be affected by the rapidly evolving media landscape.

[3] 'Olelo is seeking additional funding from Oceanic's subscribers during a period when the number of basic cable subscribers is *decreasing* because more subscribers are "cutting the cord" and turning to other technology to receive video services.

‘Olelo’s failure to address these issues is particularly significant given that although ‘Olelo receives significant resources from Oceanic and its subscribers (over $4.7 million in access operating fees in 2011 alone), and now seeks significantly more for the next decade, the actual viewership of ‘Olelo’s channels among Oceanic’s subscribers is extremely low – and declining. The DCCA has previously held that while “data on viewership of ‘Olelo’s Access Channels, although not conclusive in and of itself, *is a factor that merits consideration* in the determination to grant ‘Olelo’s Request to utilize valuable channel capacity.” Decision & Order No. 320 (June 8, 2005) at 8 (emphasis added). Thus, actual viewership of ‘Olelo’s channels is a relevant factor in determining the public need for ‘Olelo’s proposed services here.

The most recent data available on ‘Olelo’s channels shows that the average of digital cable boxes tuned to any one of ‘Olelo’s channels at any time in the month of October for 2011 was no greater than 60 boxes out of approximately 171,000 Oceanic digital subscribers. Extrapolating from this data to all Oceanic customers on Oahu, including those that do not have a digital box, on average at no time of day in October 2011 were more than 100 of Oceanic’s 272,000 customers (less than .04 percent) tuned to any particular ‘Olelo channel.

‘Olelo also recognizes that viewership of its channels is relevant, and ‘Olelo itself has conducted research on the viewership of its channels. A survey commissioned by ‘Olelo in May 2011 and conducted by Ward Research, Inc. concluded, among other findings, that:

- There was an overall “significant decline in viewership (33%; down 11 points)” since prior surveys in 2006 of ‘Olelo’s channels. Awareness and Perceived Value of ‘Olelo Community Television Programming (May, 2011), attached hereto as Exhibit “D” at 4;

- Of all the programs tested that ‘Olelo broadcasts, subscribers indicated that “they would be most likely to watch current traffic camera views and livestreams (52% likely) in the next few months,” which was then followed by cultural or ethnic events and programming previously broadcast on ‘Olelo. *Id.* at 6. (The traffic camera views and livestreams are direct transmissions of traffic camera video provided by the State Department of Transportation; ‘Olelo plays no part in creating this programming.);

- “Practically all mention of ‘Olelo-sponsored community programs and services came on an aided basis, as very few [people taking the survey] could recall of specific programs or services on their own”. *Id.* at 5;

- The proportion of respondents finding access channels to be “very valuable” declined “significantly” – by 43 percent. *Id.*;

- Overall awareness of ‘Olelo’s channels in May 2011 remained relatively the same as that reported five years earlier in November 2006. *Id.* at 18;

- “Lack of interest” in Public Access Channel programming was the top reason for not watching these channels in May 2011, followed by set behaviors and limited television viewing time. The “lack of interest” reason increased from 24 percent in 2000 to 39 percent in May 2011. *Id.* at 42.

‘Olelo’s *own* survey data indicates that while there is an awareness with respect to ‘Olelo’s channels[4], there has been a “significant decline in viewership” and perceived value of ‘Olelo’s channels since 2006, and the program that is most likely to be watched on the channels is a re-transmission of traffic camera information from the State Department of Transportation, which is not produced by ‘Olelo.

[4] The level of awareness of ‘Olelo’s channels helps explain ‘Olelo’s strategy of spending large sums on advertising and its attempt to “[c]ultivate diverse advocates and powerful allies.” *See* ‘Olelo Community Media 2011 Strategic Plan Update. ‘Olelo spent large amounts of money on advertising over its last contract term, including over $600,000 from 2005 to 2011. ‘Olelo spent almost $300,000 in 2008 alone – the year that it was seeking to renew its contract with the DCCA. *See* ‘Olelo’s Response at 8. In the same year, it also distributed a four-page, full-color insert in the Top 250 issue of Hawaii Business Magazine directed at “local business leaders”. *See* ‘Olelo 2008 Annual Activity Report; *see also,* Summary of ‘Olelo’s Advertising Expenditures (2006-2010), attached hereto as Exhibit “E”.

This data from ‘Olelo (and the other information noted above) does not establish a substantial public need for ‘Olelo’s services, much less any need for an *increase* in funding for ‘Olelo over the next contract period. In fact, the foregoing clearly supports a *decrease* in funding for ‘Olelo for the next contract period given the changes in technology, a decline in the use of ‘Olelo’s training programs, the lack of awareness of specific ‘Olelo programming, and the very limited number of viewers who actually view ‘Olelo programming on its public access channels.

Moreover, given developments during the term of ‘Olelo’s current contract, Oceanic believes that there is no longer a need for ‘Olelo to continue to manage the educational and government programming if it is designated to continue as the Oahu public access provider.

As a result of the migration to digital technology, for example, the programming produced by HENC for the TEC and TEACH channels (Oceanic digital channels 355 and 356, respectively), is currently delivered *directly* to Oceanic’s headend, and the programming for these channels does not pass through ‘Olelo. ‘Olelo does not promote the TEC and TEACH channels, does not assert any programming control over the channels, and does not consider them part of ‘Olelo’s channels. *See* ‘Olelo’s website, olelo.org.

Oceanic has a separate obligation in its Oahu franchise with respect to the TEC and TEACH channels, as well as a separate video on-demand channel for HENC. *See* Decision and Order No. 346 at 18. For all practical purposes, ‘Olelo currently does not have management responsibility (nor control) with respect to the TEC and TEACH channels, and ‘Olelo’s request to continue to “manage” education programming (as well

as its proposal to divert funding from Oceanic's subscribers intended for HENC for 'Olelo's own unspecified "educational" programming) would result in a duplicative and wasteful use of resources and channel capacity.

Accordingly, if the DCCA designates 'Olelo to continue to be the public access provider, the DCCA should recognize the current situation with respect to the TEC and TEACH channels (and Oceanic's Oahu franchise), and should not designate 'Olelo to manage any education programming. Instead, the DCCA should recognize the existing arrangement with HENC and require funding from Oceanic's subscribers to be provided directly to HENC for educational programming so that HENC has the authority and flexibility with respect to its own funding and programming.[5]

Similarly, 'Olelo's request to continue to "manage" government programming (and in fact obtain more funding from Oceanic's subscribers so that it can "expand" government programming), is not necessary given the terms of Oceanic's franchise and the ability of the government entities to provide programming directly to Oceanic.

[5] The DCCA is unlikely to receive HENC's detailed views with respect to this issue, as HENC is prohibited, under its contract with 'Olelo, from "initiat[ing] any activity intended to or that will result in HENC or its members receiving additional funding from cable franchise fees not otherwise committed to Hawaii educational institutions or other purposes, outside of the funds provided" in its agreement with 'Olelo. *See* Agreement (Educational Access) between 'Olelo and HENC (December 24, 1998) at 3. The contract further provides that "any official testimony or position from HENC relating to cable franchise fees shall support this Agreement." *Id.* Oceanic is concerned that these contract provisions impede a full and transparent inquiry into the provision of, and funding for, alternate ways of providing PEG services to Oceanic's subscribers.

Oceanic's Oahu franchise requires Oceanic to make available digital channels to the Legislature, the Executive branch, and the City and County of Honolulu, and Oceanic has made those channels available.[6]

While 'Olelo seeks to "manage" these channels (and seeks additional franchise fees, in part, to do so), the "management" of these channels is not necessary, and 'Olelo does not indicate in its application that these government entities are requesting such "management" of their respective channels. In fact, broadcasts from the Legislature, Executive Branch and City and County of Honolulu for these channels will be transmitted directly to Oceanic's headend and will not pass through 'Olelo's facilities. Accordingly, if the DCCA decides to designate 'Olelo as the public access provider, the DCCA should also recognize the existing requirements of the Oahu franchise and should not designate 'Olelo to "manage" any government programming. Again, permitting 'Olelo to manage government programming would result in a duplicative and wasteful use of resources and channel capacity.

C. 'Olelo's use of significant funding provided by Oceanic and its subscribers over the last contract period raises significant issues as to 'Olelo's financial responsibility and efficiency.

Oceanic has serious concerns regarding the financial responsibility of 'Olelo, which is another factor that must be considered by the DCCA pursuant to Act 19.

As noted previously, Oceanic and its subscribers have provided 'Olelo with almost $100 million ($96,094,924) in unrestricted PEG operating funds and

[6] Part of the consideration for this promised additional channel capacity was the agreement in the franchise that "[t]he cost for any facilities and equipment to implement this digital Channel, for operation of the Channel, or for the creation of public service announcements . . . shall be borne" by the Legislature, the Executive, and the City and County of Honolulu. Decision and Order No. 346 at 16-17. 'Olelo has indicated that it believes it is entitled to capital funding from Oceanic to provide programming for these channels. Oceanic disagrees, given the plain language of the franchise. Oceanic reserves the right to raise this issue in a separate proceeding before the DCCA.

restricted PEG capital payments since 1989. Of that, ‘Olelo has received more than $17 million for PEG capital alone, with funds of approximately $7.5 million being provided since 2002.

The amount Oceanic has been providing for PEG capital for the past few years – $823,000 annually – is embedded in the basic-tier service rates that Oceanic charges its customers.[7] To the extent the PEG capital requirements are reduced in the future, Oceanic will be obligated to – and pledges to – pass through to its subscribers the amount of the reduction. If the amount Oceanic contributes to PEG capital were to go up, that amount would be passed on to Oceanic’s customers and itemized on customer bills. Oceanic is entitled by federal law to itemize on its bills and to pass through any such increased franchise costs as “external costs” under the Cable Act and the FCC’s rate regulation rules. See 47 U.S.C. § 542(c)(2); 47 C.F.R. § 76.922. This federal regulation is based on the belief that itemizing and passing through franchise required costs is an important element of political accountability. *See, e.g.*, *City of Pasadena*, Cal.,16 FCC Rcd 18192, 18193 (2001). Accordingly, not only is Oceanic authorized by law to itemize and pass through these expenses, but it is encouraged – and intends – to do so.[8]

Over the years, ‘Olelo has amassed a significant surplus in its unrestricted operating fund reserves and restricted capital fund reserves. As of December 31, 2011, for example, ‘Olelo reported $2.9 million in its operating reserve account and $1.9 million in its capital reserve account, for total reserves of $4.8 million. ‘Olelo’s

[7] This amount is approximately $3.00 per basic cable subscriber. This standard (approximately $3.00 per basic cable subscriber) is also the basis for capital payments made to the public access providers on the neighbor islands.

[8] As the DCCA is aware, Oceanic recently filed applications with the FCC for a finding of effective competition with respect to the Oahu and Big Island franchise areas, which are currently pending. Even assuming Oceanic’s applications are granted, Oceanic pledges to pass through to its subscribers the amount of any future reduction in capital payments to ‘Olelo.

Response at Attachment "C". Despite holding these significant surpluses, 'Olelo's application seeks to *increase* 'Olelo's operating funding by diverting the funds now deposited into the INET account to 'Olelo (which would have amounted to $1.8 million in 2010 alone) and diverting some of the funds that are currently provided to HENC for unspecified 'Olelo "educational" programming.

For the reasons noted above, no increase in 'Olelo's operating funding is appropriate, and in fact a *decrease* is clearly warranted given evolving technology, the extremely low viewership of 'Olelo's channels, the arrangement with HENC, and the terms of Oceanic's franchise. Moreover, and at a minimum, a decrease in 'Olelo's funding is also justified and appropriate to reduce the amount of 'Olelo's operating and capital surplus so that the funds provided by Oceanic and its subscribers are not held in "surplus" indefinitely, but are used for the purposes intended at the time the funds are provided.[9]

In fact, in October 2009, the DCCA specifically asked 'Olelo why it had not used its capital funds and cash reserves, thus indicating that the DCCA was concerned about 'Olelo's practice of holding "reserves" of public funds. Letter from 'Olelo Community Media to DCCA (November 9, 2009) at 2, attached hereto as Exhibit "F". 'Olelo's response was that it would use its resources to start transitioning to digital technology "whenever it is practicable from a strategic and economic point of view." *Id.*

[9] As the DCCA is aware, 'Olelo and Oceanic recently completed an arbitration hearing related to PEG capital funding for the years 2011 through 2014, and the matter is now pending the arbitrator's decision. Oceanic does not request any action by the DCCA here that would impact or affect the potential result of that decision, however the arbitrator rules. But the contract that 'Olelo seeks here would extend for 10 years (or an additional 7 years beyond any result reached by the arbitrator). Accordingly, the DCCA should not fail to address issues raised here for fear of interfering with the arbitrator's decision. Furthermore, the arbitrator has already ruled that he will not address questions going to 'Olelo's past performance under its contract or going to Oceanic's obligations, if any, to provide capital funding for equipment and facilities related to government programming. He ruled that the parties may bring such issues to the DCCA, and Oceanic has reserved its right to do so, outside of this proceeding.

That was over two years ago. And now ‘Olelo’s application seeks substantially more operating funds in the next contract period despite the existence of substantial operating funds still held in “reserve”.

While ‘Olelo notes that it sees holding a reserve as a prudent practice, ‘Olelo has received funding from Oceanic and its subscribers every year since 1989. In fact, ‘Olelo has also stated in this proceeding that it is so confident in continued operating funding that it sees a diminished need for non-cable franchisee funding sources, and does not believe it is even necessary to update or revise its 1999 two-paragraph “Self-Sufficiency Plan,” which anticipates a wind-down of ‘Olelo’s operations should franchise fees from Oceanic’s subscribers cease. ‘Olelo’s Response at 1.

Given the foregoing, and assuming that the DCCA designates ‘Olelo as the public access provider, the DCCA should mandate that ‘Olelo refund any operating and capital fund surpluses each year, and if Olelo continues to have significant surpluses at the end of any year, the DCCA should exert its authority to reduce ‘Olelo’s funding to avoid such surpluses. The DCCA has already indicated a concern with ‘Olelo’s practice of maintaining a substantial surplus of public funds, and it is not fair that Oceanic and its subscribers be required to continually provide operating and capital funding to ‘Olelo year after year so that ‘Olelo may build and keep a substantial surplus of funds in its accounts (while ‘Olelo continues to ask for more funds).

Oceanic is also concerned about ‘Olelo’s financial responsibility with respect to the capital funds provided to ‘Olelo during the last contract period, and believes that safeguards must be implemented by the DCCA to ensure that ‘Olelo does

not use capital funds for operating purposes in the future should the DCCA designate ‘Olelo to continue as the public access provider.[10]

As the DCCA is aware, the “Access Operating Fee” is carefully distinguished from “Capital Fund Payments” in Oceanic’s franchise and under federal law. The Access Operating Fee may be used for any PEG access purposes “and/or any public purpose(s) as determined by the Director [of DCCA].” Decision and Order 346 at 25. In addition to this “Access Operating Fee,” Oceanic must also make “Capital Fund Payments” to the extent “need[ed]” for PEG Access facilities and equipment. *Id.* at 27. These capital fund payments are restricted to use for PEG capital expenses “and shall not be used for operating expenses.” *Id.* at 29 (emphasis in original). PEG capital payments are intended to be treated as payments for “capital costs . . . to be incurred by the cable operator for public, educational, or governmental access facilities” under Section 542(g)(2)(C) of the Communications Act. 47 U.S.C. § 542(g)(2)(C).

Oceanic’s franchise is consistent with federal law in attempting to carefully distinguish between payments “in support of the use of [ ] public, educational or governmental access facilities,” 47 U.S.C. § 542(g)(2)(B), and “capital costs which are required by the franchise to be incurred by the cable operator for public, educational or governmental access facilities, ” 47 U.S.C. § 542(g)(2)(C). The former are considered to be franchise fees and are subject to the federal limit of five percent of a

[10] Pursuant to ‘Olelo’s view that the DCCA has jurisdiction over this issue, evidence and issues regarding ‘Olelo’s past practices regarding its past use of capital fund payments during the past contract period were not part of the recent capital funding arbitration, and Oceanic reserved the right to raise this issue before the DCCA. Oceanic briefly raises this issue here (and presents a summary of its review) in connection with Oceanic’s review and analysis of ‘Olelo’s financial responsibility, which is a factor that the DCCA must consider under Act 19. Oceanic also reserves the right to raise this issue in more detail with the DCCA (with additional or amended evidence and arguments) in a separate proceeding and seek affirmative relief for ‘Olelo’s past use of capital funds.

cable operator's gross revenues derived from cable service. *See* 47 U.S.C. § 542. The latter are not. *Id.*

'Olelo's 1998 contract with the DCCA also carefully distinguished between the Access Operating Fee and the Capital Fund Payments, and expressly required that 'Olelo keep the respective funds in two separate accounts: 'Olelo was prohibited from "commingl[ing] operating funds with capital funds" without prior approval of the director. Agreement between the State of Hawaii through its Director of Commerce and Consumer Affairs and 'Olelo: The Corporation for Community Television (December 24, 1998) at 6. 'Olelo was in violation of this provision for nearly thirteen years, and did not comply with this requirement until the end of 2011. 'Olelo's Response at 2.

Given the foregoing clear legal and contractual requirements, Oceanic is greatly concerned that its review of 'Olelo's fixed asset list and financial statements indicates a lack of financial responsibility with respect to the significant sums of capital funds provided to 'Olelo in the past. This is an important issue because any expenditure by 'Olelo of capital funds for operating purposes undermines the clear public policy (reflected in the foregoing statutes and agreements) that intentionally limits operating funding to PEG entities. The expenditure of capital funds for operating purposes overrides this intentional limitation on pubic operating funding of 'Olelo.

Pursuant to Oceanic's analysis of 'Olelo's fixed asset list, for example, since 2006[11] 'Olelo has misallocated hundreds of thousands of dollars in restricted

[11] While Oceanic believes that 'Olelo's misallocation of capital funds began much earlier than 2006, given the applicable statute of limitations, Oceanic has limited its analysis to the period beginning in 2006. To be clear, Oceanic's characterization of "misallocated" funds means that Oceanic believes that 'Olelo improperly used PEG capital funds for operating purposes and must therefore reimburse its capital account

capital funds for operating purposes in addition to treating almost a half million dollars in interest income from its restricted investments as operating income. ʻOlelo Fixed Asset List (June 1, 1990 to July 31, 2011), attached hereto as Exhibit "G"; ʻOlelo Audited Financial Statements (1998 to 2010), attached hereto as Exhibit "H".

Repairs and Maintenance. ʻOlelo's fixed asset list indicates that ʻOlelo (by its own characterization of certain items) has misclassified as capital expenditures close to $400,000 spent for operating expenses such as repairs, maintenance, software upgrades and warranties since 2006. Exhibit "I" (listing items for repairs, maintenance, upgrades and warranties). The entries are plainly described by ʻOlelo itself as operational vs. capital costs. These items are more properly classified as operational expenses, and by classifying them as "capital expenditures" ʻOlelo improperly expanded the amount of money on hand to meet its operating expenses. ʻOlelo thus improperly effectively transferred money from its capital to its operating fund account.

Internet Streaming Equipment. ʻOlelo also misallocated PEG capital funds of more than $90,000 in equipment for Internet streaming since 2006.[12] *See* Exhibit "J" (Improper Capitalization of Internet Streaming Expenses 2006-2010). By spending PEG funds on expenditures that are not related to PEG, ʻOlelo showed once again that it has not been a proper caretaker of the public's money.

Internet streaming equipment is used to stream ʻOlelo's programming over the public Internet where the programming may be viewed by people on Oahu who do not choose to subscribe to Oceanic's service, as well as by other people around the world.

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with these amounts. Oceanic does not allege or imply any conduct by ʻOlelo that would rise to any criminal liability.

[12] In fact, ʻOlelo's Response indicates that ʻOlelo has actually spent more in capital funds on Internet streaming than its fixed asset list indicates, and has spent $106,521 in capital funds for this purpose from 2006 through 2009. *See* ʻOlelo's Response at 4.

While Oceanic understands that ‘Olelo would like to expand the distribution of its programming so that those who are not Oceanic customers may view it, such distribution is not considered to be “PEG access” under applicable federal law. And it was not fair or appropriate for Oceanic’s customers to bear the burden of funding equipment to be used for this purpose.

PEG capital costs by definition include only “costs incurred in or associated with the construction of PEG access facilities.” *In re Implementation of Section 621(a)(1) of the Cable Communications Policy Act of 1984 as Amended by The Cable Television Consumer Protection & Competition Act of 1992*, Report & Order & Further Notice of Proposed Rulemaking, 22 FCC Rcd 5101, 5150-51 (2007) (“*First Section 621 Order*”). PEG access facilities, as defined by the Communications Act, include “channel capacity designated for [PEG] use; and facilities and equipment *for the use of such channel capacity[.]*” 47 U.S.C. §§ 522(16)(A) & (B) (emphasis added).

Thus, to be “PEG capital,” an expenditure must, at a minimum, be related to the use of a cable operator’s channel capacity. “Channel capacity” is limited to bandwidth dedicated to video use. *See Morrone v. CSC Holdings Corp.*, 404 F. Supp. 2d 450, 454 (E.D.N.Y. 2005) (“PEG channel capacity’ is commonly referred to as ‘Public Access’ *television programming*.”) (emphasis added).[13] Under the foregoing principles, it does not matter whether the programming at issue is first played over ‘Olelo’s channels before it is streamed to the world via the Internet. The fact is that Internet streaming is *not* a PEG capital cost.

[13] The franchise states that “channel” shall have the meaning set forth in the Communications Act, which defines channel as “a portion of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel.” *See* D&O 346 at 2; 47 U.SC. § 522(4).

While Oceanic does not suggest that ʻOlelo was prohibited from distributing its programming over the Internet, ʻOlelo cannot use PEG capital funds and should be required to use funds obtained from outside sources for that purpose. PEG capital funding is expressly restricted to use for PEG purposes, as described above and by the language of the franchise. Decision and Order No. 346 at 29. While ʻOlelo's operating funds, on the other hand, *may* be used for "PEG access purposes and/or any other public purpose(s) as determined by the Director," *id.* at 25, it would be unfair to permit ʻOlelo to use operating funds provided by Oceanic's Oahu subscribers to purchase Internet streaming equipment so that ʻOlelo may stream its programming to non-Oahu subscribers and around the world.

Accordingly, while there is also no issue with ʻOlelo utilizing outside funding to support its streaming effort, Oceanic and its cable customers are not required – and ought not to be required – to fund web-streaming equipment any more than they are – or ought to be – required to fund, for example, traditional printing press equipment to allow ʻOlelo to publish paper books converting its programming to the written word.

Accordingly, the funds that ʻOlelo previously expended for Internet streaming were clearly misallocated as a capital expense, and ʻOlelo also cannot use PEG capital funds going forward for Internet streaming purposes. The DCCA should ensure that if ʻOlelo is designated to continue as the public access provider, ʻOlelo be precluded from using capital funds for Internet streaming as provided by federal law, and instead be required to use outside funding for this effort.

Interest Income. ʻOlelo's practice has been to treat interest and investment income earned from restricted capital funds as unrestricted funds that ʻOlelo may then

use for any purpose. ‘Olelo’s Response at 8. While ‘Olelo notes that it passed a board resolution in 1991 and relies upon Statement of Financial Accounting Standards No. 124 to justify this practice, the plain and clear intent of ‘Olelo’s 1998 contract with the DCCA is that capital funds *not* be used for operating purposes. Indeed, as discussed above, Oceanic’s franchise expressly prohibits the use of capital funds for operating purposes.

If ‘Olelo is designated to continue as the public access provider on Oahu and the DCCA permitted this practice to continue, ‘Olelo could decide to permanently set aside any portion of its restricted capital funds for the sole purpose of generating investment and interest income for its operating expenses. This would not only be contrary to the DCCA’s prohibition against using capital funds for operating expenses, but would also be grossly unfair to Oceanic and its subscribers, who would be forced to support a permanent “fund” for ‘Olelo’s operating expenses even though Oceanic’s franchise prohibits the use of capital funds for PEG operating purposes.

Oceanic has calculated that ‘Olelo has misallocated approximately $460,000 in capital fund interest income since 2006 and has apparently used those funds for operating purposes. An analysis of ‘Olelo’s financial statements show that ‘Olelo has received a total of over $1.4 million in interest from its investment reserves for PEG operating and capital funds since 2006. *See* ‘Olelo’s Audited Financial Statements, attached hereto as Exhibit “H”. Although the financial statements do not segregate capital fund interest, Oceanic has estimated the misallocated capital interest by comparing the ratio of restricted and unrestricted funds to ‘Olelo’s total investment balance. Oceanic calculated that of ’Olelo’s total investments, 30% in 2006, 28% in 2007, 30% in 2008, 35% in 2009, and 44% in 2010 were PEG capital investments.

Oceanic then multiplied that percentage by the interest income for that year to find the estimated misappropriated capital interest. *Id.*

Therefore, if DCCA designates ʻOlelo as the public access provider on Oahu, DCCA should require that ʻOlelo use capital fund interest and investment income for capital (and not operating) purposes as previously intended by the DCCA and required by Oceanic's franchise.

Mapunapuna Building Improvements. ʻOlelo has misallocated capital funds for improvements for its building at Mapunapuna in the past. PEG capital may only be used by ʻOlelo for PEG access purposes. Indeed, this precept is so fundamental that the DCCA recognizes that Oceanic is entitled to suspend the payment of operating and capital funds with the permission of the DCCA director if "[s]uch payments are used for non-PEG access purposes." D&O 346 at 29.

ʻOlelo's position here is that it owns the building at Mapunapuna as ʻOlelo's "private property" and that if DCCA were to fail to renew ʻOlelo's contract as the public access provider on Oahu, ʻOlelo would claim a right to retain the building or would be entitled to receive "just compensation" for the building it claims it owns. ʻOlelo's Response at 6. Under the DCCA's view, however, the state is the owner of all PEG access equipment and facilities. *See* DCCA's Guidelines to Designate PEG Access Organizations Pursuant to Act 19 (SLH 2011) (September 2, 2011).

Although ʻOlelo now indicates that "all building improvements have been at the direction and for the benefit of the DCCA" (Letter from Terry Thomason, Esq. to Jo Ann Uchida, Esq. (March 15, 2012) at 3), ʻOlelo presents no evidence in its application (or the limited information that ʻOlelo has provided to Oceanic in this

proceeding to date) that ‘Olelo actually sought and/or received authorization from the DCCA to undertake the specific improvements to a building that ‘Olelo claims it owns, or that all of the improvements were specifically for PEG access purposes.

‘Olelo cannot have it both ways: it cannot continue to maintain that it owns the building in Mapunapuna, and at the same time claim that its past (and any future) use of PEG capital funds to improve *its own building* (which it seeks to keep and use *regardless* of the outcome of this proceeding) has been for PEG access purposes.

Accordingly, given ‘Olelo’s position, the improvements to its building are not PEG capital expenditures, and all of the more than $600,000 that Oceanic has determined ‘Olelo has spent on the building since at least 2006 (*see* Exhibit “G”) should be repaid by ‘Olelo from its operating fund account into the PEG capital account.[14] If ‘Olelo is designated as the access provider on Oahu going forward, it should be precluded from using PEG capital funds to improve, repair or maintain its building in Mapunapuna for as long as ‘Olelo claims complete ownership over the building.

In addition, ‘Olelo rents space in its Mapunapuna facility to others and treats all rent from this property as operating income. ‘Olelo’s Response at 5. Not only is leasing building space clearly *not* a PEG activity, but money used to maintain an operating investment and to create operating funds cannot properly be treated as a capital expenditure.

Thus, at the very least, money benefiting the portion of ‘Olelo’s building allocated to renters (the income from which ‘Olelo then uses for operating purposes) should not be considered a PEG capital expenditure. Based on property tax records, the

[14] Again, Oceanic reserves the right to affirmatively raise this issue before the DCCA in a separate, formal proceeding, and reserves the right to supplement or amend the information presented here.

total square footage in ‘Olelo’s building is 72,961 square feet. City and County of Honolulu Public Access record for ‘Olelo’s building (accessed November 17, 2011), attached hereto as Exhibit “K”.

‘Olelo has disclosed in this proceeding that it rents a total of 23,780 square feet, or approximately 33 percent of the building, to three tenants. The actual square footage that the tenants use in ‘Olelo’s building, however, is likely higher, because the square footage attributed by ‘Olelo to its tenants does not appear to take into account that the tenants also use a significant number of parking spaces within ‘Olelo’s property. *See* Tenant Leases Produced by ‘Olelo at Exhibit “B” (noting that warehouse space tenant, in addition to its 16,598 square feet of warehouse space, is entitled to use 21 parking spaces, and that State of Hawaii tenant is also authorized to use 21 parking spaces).

Given the foregoing, a significant percentage of ‘Olelo’s past capital improvements expended on its Mapunapuna building should be apportioned to the rental spaces, and Oceanic believes those funds were improperly spent in capital funds to upgrade and maintain the rental portions of ‘Olelo’s building (even if these improvements would otherwise be considered “capital” expenditures). These funds would be required to be reimbursed to the PEG capital account.

In any case, while Oceanic reserves its rights regarding ‘Olelo’s past expenditures, if the DCCA designates ‘Olelo as the public access provider on Oahu (and assuming the issue of the ownership of the Mapunapuna building is resolved), ‘Olelo should be expressly precluded from using PEG capital funds to improve areas of the

building that benefit ‘Olelo’s rental operations (and which are not used for PEG activities) or make appropriate apportionments for such improvements.[15]

Given the foregoing concerns with respect to ‘Olelo’s past expenditure of the capital funds provided by Oceanic and its subscribers (and the extent of the misallocations), if ‘Olelo is designated to continue to be the public access provider on Oahu, the DCCA should require that ‘Olelo provide a detailed accounting of each use of capital funding each year to the DCCA and the public (including Oceanic and its subscribers), and that Oceanic be entitled to review and comment on the accounting, as well as seek appropriate relief, should the accounting raise issues regarding ‘Olelo’s use of these capital funds.

III. CONCLUSION

Oceanic is fully aware of its obligations under its franchise with respect to public access providers, and recognizes that the Legislature has determined that public access has a role to play within our community. The provision of public access services, however, must be done in a fully transparent, fiscally responsible, and fiscally prudent manner, which is consistent with applicable law, the terms of Oceanic’s franchise, and the context of today’s media and high technology environment.

As noted above, Oceanic believes that under an analysis of the factors provided for in Act 19, ‘Olelo’s application raises significant issues with respect to whether and how ‘Olelo should continue to provide public access services within our

[15] ‘Olelo may argue that it is being “prudent” by renting out spaces within its building that it does not use for PEG activities. The amount of space being rented out by ‘Olelo is significant. This means that ‘Olelo made an imprudent decision to purchase (and then subsequently keep and maintain) a building that is too large for its purposes and is now forced to use the building for non-PEG purposes. Moreover, it is unfair to Oceanic and its subscribers to support, with PEG capital funds, rental operations that have *nothing to do with PEG access purposes* (a warehouse, space for the State of Hawaii Teleschool Division, and space for wireless antennas).

community. If the DCCA decides, despite these concerns, to permit ‘Olelo to continue to provide public access services, Oceanic requests that the DCCA carefully consider Oceanic’s requests herein.

Thank you for the opportunity to submit testimony on this matter.

# # #

Oceanic's Contributions to `Olelo
1989-2011

Year	PEG Operating Fund Contributions	PEG Capital Fund Contributions	Total Contributions
1989	$ 2,002,455	$ 1,941,088	$ 3,943,543
1990	$ 2,072,931	$ 1,196,491	$ 3,269,422
1991	$ 2,146,838	$ 724,921	$ 2,871,759
1992	$ 2,234,363	$ 50,000	$ 2,284,363
1993	$ 2,340,967	$ 70,000	$ 2,410,967
1994	$ 2,469,984	$ 564,279	$ 3,034,263
1995	$ 2,540,011	$ 248,984	$ 2,788,995
1996	$ 2,847,809	$ 536,589	$ 3,384,398
1997	$ 3,040,205	$ 338,921	$ 3,379,126
1998	$ 3,348,968	$ 275,983	$ 3,624,951
1999	$ 3,667,985	$ 1,719,233	$ 5,387,218
2000	$ 4,012,666	$ 1,383,741	$ 5,396,407
2001	$ 3,700,000	$ 853,741	$ 4,553,741
2002	$ 3,387,288	$ 479,993	$ 3,867,281
2003	$ 3,870,393	$ 517,976	$ 4,388,369
2004	$ 3,952,058	$ 823,000	$ 4,775,058
2005	$ 4,088,404	$ 823,000	$ 4,911,404
2006	$ 4,220,423	$ 823,000	$ 5,043,423
2007	$ 4,323,105	$ 823,000	$ 5,146,105
2008	$ 4,503,406	$ 823,000	$ 5,326,406
2009	$ 4,549,697	$ 823,000	$ 5,372,697
2010	$ 4,604,495	$ 823,000	$ 5,427,495
2011	$ 4,684,533	$ 823,000	$ 5,507,533
Total	$ 78,608,984	$ 17,485,940	$ 96,094,924

EXHIBIT A

Watanabe Ing LLP
A Limited Liability Law Partnership

December 13, 2011

VIA HAND DELIVERY

Ms. Keali'i Lopez
Director
Department of Commerce & Consumer Affairs
King Kalakaua Building
335 Merchant Street, Room 101
Honolulu, Hawaii 96813

Re: Time Warner Entertainment Company, L.P. through its Hawaii Division, Oceanic Time Warner Cable's Notice of Intervention in DCCA's Proceedings to Designate PEG Access Organizations Pursuant to Act 19 (SLH 2011)

Dear Ms. Lopez:

Pursuant to Act 19, Session Laws of Hawaii 2011 ("Act 19"), and the Department of Commerce and Consumer Affairs ("DCCA") Guidelines to Designate PEG Access Organizations Pursuant to Act 19 (SLH 2011) dated September 2, 2011 ("DCCA Public Access Guidelines"), this is to inform the DCCA that Time Warner Entertainment Company, L.P., through its Hawaii Division, Oceanic Time Warner Cable ("Oceanic"), requests intervention in the public hearing for 'Olelo Community Media's Application to Provide Public Access Services Related to State of Hawaii D&O No. 346 dated October 25, 2011 ("'Olelo's Application").

As the DCCA is aware, Oceanic provides the funding for the Access Operating Fees and the annual capital contributions to the current public access provider as described in the DCCA Public Access Guidelines, and such payments are also required by Decision and Order No. 346 (January 14, 2010). Decision and Order No. 346 also requires that Oceanic and the public access provider negotiate the capital contribution amounts on a periodic basis, and if an agreement cannot be reached, that the parties

submit the matter to arbitration. Since 1989, Oceanic has provided a total of nearly $100 million to ʻOlelo Community Media in Access Operating Fees and annual capital contributions. In its application, ʻOlelo makes various representations regarding its operating and capital reserves, as well as the ownership of certain capital assets, unexpended capital and unrestricted funds, and scope of services, all of which (among other factors) will affect the amount that Oceanic should be required to provide to ʻOlelo Community Media pursuant to D&O 346.

Given the foregoing, Oceanic clearly has a substantial interest in the outcome of the designation of the applicant as a public access organization (which will not be protected by the interests of any other party), and Oceanic's intervention will not unduly delay the public hearing, nor is it intended to harass, hinder or prejudice the rights of the applicant in any manner. Indeed, permitting intervention will be conducive to effectuating the goals and purposes of Act 19 and ensure that all relevant information is presented to the DCCA and the public. The denial of this request to intervene, in contrast, will substantially prejudice the rights of Oceanic, as it clearly has a unique and substantial interest in the designation of the public access provider going forward for the reasons provided above.

Assuming the DCCA grants Oceanic's request herein, Oceanic intends to submit written questions about the application and make reasonable requests for supporting and clarifying documentation to ʻOlelo Community Media. Oceanic will request that it receive the requested information from ʻOlelo within a reasonable time prior to the public hearing so that Oceanic can prepare its testimony accordingly. Assuming the request for intervention is granted, please inform Oceanic of the timing for the public hearing, as well as the timing for submitting such requests to ʻOlelo Community Media.

Finally, given that Act 19 and the DCCA Public Access Guidelines require that applications be accepted and considered from other public access organizations in Hawaii County, Kauai County and Maui County, this is to provide notice that Oceanic intends to seek intervention in all public hearings triggered through applications submitted by other proposed public access providers in other counties for the reasons noted above, and other reasons that may become apparent through the application process.

Thank you for your attention to this matter, and please contact me should you have any questions regarding the foregoing. Oceanic looks forward to the DCCA's response on this request for intervention.

Very truly yours,

WATANABE ING LLP

BRIAN A. KANG

cc: Everett Kaneshige, Esq.
Mr. Donn Yabusaki
Laureen Wong, Esq.
Oceanic Time Warner Cable

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CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2011 DEC 20 P 2:06

A___E___P___S___

FILE_____

December 20, 2011

VIA HAND-DELIVERY
Ms. Kealiʻi Lopez
Director
Department of Commerce and Consumer Affairs
King Kalakaua Building
335 Merchant Street, Room 101
Honolulu, Hawaiʻi 96813

Re: Proceedings to Designate PEG Access Organizations Pursuant to Act 19 (SLH 2011)

Dear Ms. Lopez:

We represent ʻŌlelo Community Media ("ʻŌlelo ") in connection with ʻŌlelo's application to provide PEG Access services on Oʻahu. We understand the current Oʻahu cable franchisee, Time Warner Entertainment Company, L.P. through its Hawaii Division, Oceanic Time Warner Cable ("Time Warner") has requested that DCCA allow it to "intervene" in the public hearing to be held in connection with ʻŌlelo's application. Time Warner wishes to "intervene" in order to question ʻŌlelo about its application and serve requests for documents on ʻŌlelo as if it were serving interrogatories and requests for production of documents in a judicial or adversarial proceeding.

Not only is "intervention" in a public hearing procedurally impermissible, but by such "intervention," Time Warner seeks to usurp the government's authority to procure PEG Access services and improperly use the state's legitimate inquiry to ensure Time Warner can assert its own self interests directly against an applicant.

ʻŌlelo strongly objects to DCCA deputizing Time Warner to conduct the public's business. DCCA is well equipped to conduct public hearings concerning PEG Access. Time Warner can rightfully participate in the public dialogue. Company representatives can certainly testify, and it can submit questions concerning ʻŌlelo for DCCA's consideration in the proceeding. It can raise objections it may have about ʻŌlelo's ability to perform PEG Access services. However, as an intervener, Time Warner will be

empowered to supplant the government's role in the administrative inquiry and subject `Ōlelo to undue harassment. By affording intervener status to a franchisee, DCCA will be relinquishing its responsibility to conduct its own inquiry and weakening its role in protecting the public's interests.

As an additional matter of concern, Time Warner's participation as an intervener in the application review will unfairly afford Time Warner leverage and additional tools to disadvantage Ōlelo. Time Warner and `Ōlelo are currently in the midst of a DCCA-ordered arbitration concerning the amount of capital funds Time Warner is to pay DCCA for the PEG Access contract on O`ahu. Under these circumstances, DCCA should not confer any quasi-governmental status upon Time Warner that would allow it to use the application proceeding as an additional forum to challenge Ōlelo and gain a prejudicial and unfair advantage in arbitration.

`Ōlelo understands Time Warner has questioned your objectivity to decide matters concerning `Ōlelo due to your former position. `Ōlelo urges you, however, not to afford Time Warner powers to act as a governmental agency in this governmental proceeding as an accommodation to Time Warner's unsupported challenges to your objectivity. Time Warner's obligation to pay PEG capital and operational fees are a matter subject to the application and interpretation of its franchise agreement with DCCA. Consequently, any interests and rights it has are pursuant to the franchise agreement, and Time Warner has no greater rights or interests than any member of the public in determining which will operate the PEG program under a separate and independent agreement with DCCA. Time Warner's unprecedented and impermissible request to "intervene" here is an unwarranted and improper assumption of what is clearly a government function.

Very truly yours,

Terry E. Thomason
Corianne W. Lau
Jessica Wong Lavarias

TET/CWL/JWL:clm

cc: Everett Kaneshige, Esq.
Laureen Wong, Esq.
Donn Yabusaki
Glen Chock
Client

Watanabe Ing LLP

A Limited Liability Law Partnership

December 29, 2011

VIA HAND DELIVERY

Ms. Kealiʻi Lopez
Director
Department of Commerce & Consumer Affairs
King Kalakaua Building
335 Merchant Street, Room 101
Honolulu, Hawaii 96813

Re: Time Warner Entertainment Company, L.P. through its Hawaii Division, Oceanic Time Warner Cable's Notice of Intervention in DCCA's Proceedings to Designate PEG Access Organizations Pursuant to Act 19 (SLH 2011)

Dear Ms. Lopez:

This responds to the letter from 'Olelo's counsel to you dated December 20, 2011 "objecting" to Oceanic's notice of intervention dated December 13, 2011 in the above-referenced matter.

'Olelo' objects to Oceanic's notice of intervention as "procedurally impermissible." It is not. As the DCCA is aware, Act 19, Session Laws of Hawaii 2011 ("Act 19") expressly provides for intervention: "No access organization shall be designated except upon written application or proposal to the director, and following a public hearing on each island within the local franchise area that provides opportunity for public input and allows interested parties to intervene." Act of April 27, 2011, Sess. L. Haw. 2011 (emphasis added). Consistent with this legislative mandate, the DCCA's Guidelines to Designate PEG Access Organizations Pursuant to Act 19 (SLH 2011) dated September 2, 2011 ("DCCA Public Access Guidelines"), further provides that "Upon a timely request, and at the discretion of DCCA, any interested person may be permitted to intervene in the public hearing, if that person has a substantial interest in the outcome of the designation of the applicant as a PEG access organization . . ." (emphasis added).

Given the foregoing express provisions regarding intervention, Oceanic's request to intervene in the public hearing in this matter is clearly procedurally permissible and proper.

Moreover, as noted in Oceanic's notice, Oceanic has a substantial interest in the outcome of the designation of the applicant as a PEG access organization. Oceanic's interest in this proceeding is *sui generis*: Oceanic provides the funding for the Access Operating Fees and the annual capital contributions to 'Olelo as described in the DCCA Public Access Guidelines, and such payments are also required by Decision and Order No. 346 (January 14, 2010). Since 1989, Oceanic has provided a total of nearly $100 million to 'Olelo in Access Operating Fees and annual capital contributions. Given that 'Olelo makes various representations regarding its operating and capital reserves, as well as the ownership of certain capital assets, unexpended capital and unrestricted funds, and scope of services -- all of which (among other factors) will affect the amount that Oceanic should be required to provide to 'Olelo Community Media pursuant to D&O 346 -- Oceanic has a substantial interest in (and will be substantially affected by) the outcome of this proceeding, and clearly no other party can adequately protect Oceanic's interests herein. Given the foregoing, 'Olelo's argument that Oceanic "has no greater rights or interests than any member of the public," is clearly inaccurate.

Finally, 'Olelo raises unsubstantiated concerns regarding a separate arbitration proceeding concerning the amount of capital funds that 'Olelo is seeking through 2014. 'Olelo apparently seeks to unfairly taint these proceedings and prejudice Oceanic's rights herein, as 'Olelo utterly fails to support its highly prejudicial, speculative and unsubstantiated allegations that Oceanic is seeking "unfair leverage," "additional tools" and an "unfair advantage" with respect to the separate arbitration. As Oceanic noted in its December 13, 2011 letter, Oceanic's reasons for seeking intervention are straightforward: Oceanic seeks intervention to protect its unique and substantial interests herein, and believes that permitting intervention will be conducive to effectuating the goals and purposes of Act 19 while ensuring that all relevant information is presented to the DCCA and the public. 'Olelo's efforts to prejudice Oceanic, taint these proceedings and foreclose legitimate areas of inquiry should be rejected.

Thank you for your attention to this matter.

Very truly yours,

WATANABE ING LLP

BRIAN A. KANG

cc: Everett Kaneshige, Esq.
Mr. Donn Yabusaki
Laureen Wong, Esq.
Oceanic Time Warner Cable

NEIL ABERCROMBIE
GOVERNOR

BRIAN SCHATZ
LT. GOVERNOR

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KEALI'I S. LOPEZ
DIRECTOR

EVERETT S. KANESHIGE
DEPUTY DIRECTOR

VIA FACSIMILE & U.S. MAIL

January 20, 2012

Brian A. Kang, Esq.
Watanabe Ing LLP
First Hawaiian Center
999 Bishop Street, 23rd Floor
Honolulu, Hawaii 96813

Dear Mr. Kang:

Re: Time Warner Entertainment Company, L.P.'s Request for Intervention in DCCA's Public Hearing on Olelo's Application for Designation as a PEG Access Organization

The Department of Commerce and Consumer Affairs ("**DCCA**") received Time Warner Entertainment Company, L.P.'s ("**TWE**") December 13, 2011 letter and request to intervene in the public hearing for 'Ōlelo Community Media's ("**'Ōlelo**") October 25, 2011 Application to Provide Public Access Services Related to the State of Hawaii D&O No. 346 ("**'Ōlelo's Application**"). According to your letter, TWE, through its Hawaii Division, Oceanic Time Warner Cable ("**Oceanic**"), represents that: (1) Oceanic has a substantial interest in the outcome of the designation of 'Ōlelo as a PEG access organization, (2) Oceanic's intervention will not unduly delay the public hearing nor is it intended to harass, hinder or prejudice the rights of 'Ōlelo, and (3) the denial of Oceanic's request to intervene would substantially prejudice the rights of Oceanic. Your letter further states that if its request to intervene is granted, Oceanic intends to submit written questions to 'Ōlelo about its Application and make reasonable requests for supporting and clarifying documentation to 'Ōlelo.

Based on the foregoing and pursuant to HRS section 440G-8.3(b) and DCCA's September 2, 2011 "Guidelines to Designate PEG Access Organizations Pursuant to Act 19 (SLH 2011)", DCCA hereby grants Oceanic's request to intervene in the public hearing process for 'Ōlelo's Application; provided that Oceanic's intervention shall be subject to the following:

1. The written questions and requests for supporting and clarifying documentation by Oceanic from ʻŌlelo shall be limited in quantity and scope to what is reasonably necessary to allow Oceanic to formulate its testimony at the public hearing on Olelo's Application;

2. Such questions and documentation requests shall be limited to matters that are materially relevant to Oceanic and specifically relate to the designation of ʻŌlelo as a PEG provider on Oahu;

3. Oceanic shall submit its written questions and requests for supporting and clarifying documentation to ʻŌlelo by January 27, 2012 (with a copy to DCCA);

4. ʻŌlelo shall provide its responses and documents to Oceanic by February 3, 2012 (with a copy to DCCA); and

5. No follow-up questions or requests for documents shall be allowed.

For your information, DCCA intends to hold a public hearing on ʻŌlelo's Application in or about March 2012.

If you have any questions on the above, please do not hesitate to contact Mr. Glen Chock, at (808) 586-2620. Thank you for your letter.

Sincerely,

Everett S. Kaneshige
Deputy Director

c: Department of the Attorney General
Roy Amemiya, ʻŌlelo

Watanabe Ing LLP
A Limited Liability Law Partnership

January 27, 2012

VIA HAND DELIVERY

Corianne W. Lau, Esq.
Alston Hunt Floyd & Ing
American Savings Bank Tower
1001 Bishop Street, Floor 18
Honolulu, Hawaii 96813

Re: Application to Provide PEG Access Services on Oahu by 'Olelo Community Media; Intervenor Time Warner Entertainment Company, L.P. dba Oceanic Time Warner Cable's Request for Information and Production of Documents to 'Olelo Community Media

Dear Ms. Lau:

Our understanding is that your office represents 'Olelo Community Media ("'Olelo") in connection with 'Olelo's application to provide PEG access services on Oahu. Pursuant to Act 19, Session Laws of Hawaii (2011), the Department of Commerce and Consumer Affairs ("DCCA") Guidelines to Designate PEG Access Organizations Pursuant to Act 19 (SLH 2011) dated September 2, 2011, and the DCCA's letter dated January 20, 2012 granting Time Warner Entertainment Company, L.P. dba Oceanic Time Warner Cable's ("Oceanic") request to intervene, please find enclosed Oceanic's Request for Information and Production of Documents to 'Olelo. Pursuant to the DCCA's January 20, 2012 letter, 'Olelo's responses to the requests for information and production of documents are due on February 3, 2012.

Thank you for your attention to this matter.

Very truly yours,

WATANABE ING LLP

BRIAN A. KANG

Enclosure

cc: Department of Commerce and Consumer Affairs
(Everett Kaneshige, Deputy Director) (Via hand delivery; w/ Encl.)
Oceanic Time Warner Cable (w/ Encl.)

IN THE DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

APPLICATION TO PROVIDE PEG ACCESS SERVICES
ON OAHU BY 'OLELO COMMUNITY MEDIA

INTERVENOR TIME WARNER ENTERTAINMENT COMPANY, L.P.,
DBA OCEANIC TIME WARNER CABLE'S REQUEST FOR
INFORMATION AND PRODUCTION OF DOCUMENTS
TO 'OLELO COMMUNITY MEDIA

JANUARY 27, 2012

COMES NOW Intervenor Time Warner Entertainment Company, L.P. dba Oceanic Time Warner Cable ("Oceanic"), and pursuant to Act 19, Session Laws of Hawaii (2011), the Department of Commerce and Consumer Affairs ("DCCA") Guidelines to Designate PEG Access Organizations Pursuant to Act 19 (SLH 2011) dated September 2, 2011, and the DCCA's letter dated January 20, 2012 granting Oceanic's request to intervene, hereby requests that Applicant 'Olelo Community Media ("'Olelo") answer the following Requests for Information separately and fully in writing and provide the documents requested herein by February 3, 2012.

When answering and responding to these Requests for Information, 'Olelo is requested to furnish all information known to 'Olelo, and any other person acting on 'Olelo's behalf. If 'Olelo cannot answer or respond in full after exercising due diligence to secure the information, please answer or respond, to the extent possible, specifying the reason or reasons for 'Olelo's inability to answer or respond to the remainder.

If any information is withheld under any grounds, state the nature of the privilege or other basis claimed and provide sufficient information to permit a full determination of whether the claim is valid.

If 'Olelo objects to any portion or subpart of a request for information or objects to providing certain information requested, state 'Olelo's objection and answer any unobjectionable portion(s) or subpart(s) of the request for information and/or supply the unobjectionable information requested.

These requests are to be considered as continuing and 'Olelo must provide, by way of supplementary answers, such additional information as 'Olelo or any other person(s) acting on 'Olelo's behalf may hereafter obtain which will supplement or otherwise modify any responses.

Requests for Information

1. 'Olelo's 1998 contract with the DCCA provided in part that "Along with its strategic plan, 'Olelo shall submit a long-range plan which shall include, at a minimum, measurable objectives and schedules whereby operations and maintenance, repair, and replacement of equipment and facilities would no longer be solely or largely dependent upon Access Fees and the Facilities and Equipment Fund." Please describe in detail the long-range plan for self-sufficiency that 'Olelo was required to develop pursuant to its contract with the DCCA.

2. The 2011 Performance Audit of 'Olelo Community Television dba 'Olelo Community Media dated December 19, 2011 ("2011 'Olelo Audit") states on Pages 26-27 that 'Olelo, as of November 4, 2011, was not in compliance with its agreement with the DCCA prohibiting the commingling of 'Olelo's operating funds and capital funds. 'Olelo represented to the DCCA on November 11, 2011 that it would separate all of the operating funds and capital funds into their respective accounts by "year end." Please state why 'Olelo, as of November 4, 2011, was not in compliance with its contract with the DCCA prohibiting the commingling of 'Olelo's operating funds and capital funds, and please state whether 'Olelo has completed the separation of its operating funds and capital funds into their respective accounts.

3. Please state the amount of cash or marketable securities or other liquid assets held by 'Olelo as of December 31 for each of the years 2005 to 2011.

4. Please state the amount of 'Olelo's operating reserve as of December 31 for each of the years 2005 to 2011.

5. Please state the amount of 'Olelo's capital reserve as of December 31 for each of the years 2005 to 2011.

6. Please state and describe in detail separately the source and amount of all money obtained by 'Olelo for each of the years 2005 to 2011 (other than from the State of Hawaii or Oceanic). Please break down by source the amount from any source in excess of $10,000. Please describe whether moneys were in the form of gifts or fees or were obtained from other sources.

7. Please state the source and amount of money that 'Olelo expects to receive from sources other than the State of Hawaii and Oceanic for each of the years 2012 to 2017.

8. Please state whether 'Olelo uses all of the interest and investment income earned from its restricted facilities and equipment fund for PEG capital purposes. If 'Olelo does not use all of the interest and investment income from its restricted facilities and equipment fund for PEG capital purposes, please describe in detail the amount of interest and investment income earned from restricted funds and used for other purposes for each of the years 2005 to 2011, and 'Olelo's reason(s) for doing so.

9. Please state the amount of money that 'Olelo has spent for equipment to stream its programming on the Internet for each of the years from 2005 to 2011. Please break down these amounts for each year between moneys spent for capital items and moneys spent for expenses.

10. Please state the amount of money that 'Olelo plans to spend for equipment to stream its programming on the Internet for each of the years from 2012 to 2017.

11. Please state the amount of money that 'Olelo plans to spend in operating expenses to stream its programming on the Internet for each of the years from 2012 to 2017.

12. Please state the date that 'Olelo acquired its building and leasehold interest at 1122 Mapunapuna Street, the total cost to acquire the building and leasehold interest, and the source (and amounts) of all funds used to acquire the building and leasehold interest.

13. Please identify all tenants that 'Olelo currently leases space to in its building at 1122 Mapunapuna Street, Honolulu, Hawaii 96819. For each tenant that 'Olelo leases space to within its building, please identify the location that each tenant occupies, the square footage of the leased space, and the lease terms (including, but not limited to, the lease rate and term of the lease).

14. Please state the amount of rental income from each tenant that 'Olelo has received for each of the years 2005 to 2011.

15. Please state whether 'Olelo, from 2005 to the present, has used capital funds received from Oceanic through the State of Hawaii to improve areas of 'Olelo's building that provide any direct or indirect benefit to any tenants in 'Olelo's building. If 'Olelo responds in the affirmative, please state the amount and the percentage of capital funds that have been used for the direct or indirect benefit of 'Olelo's tenants from 2005 to the present, and separately list all such expenditures.

16. Please state whether 'Olelo, from 2012 to 2017, plans to use capital funds received from Oceanic through the State of Hawaii to improve any areas of 'Olelo's building that directly or indirectly benefit any tenants in 'Olelo's building. If 'Olelo responds in the affirmative, please state the amount and the percentage of capital funds that 'Olelo plans to use for the direct or indirect benefit of 'Olelo's tenants from 2012 to 2017, and separately list all such planned expenditures.

17. On Page 46 of 'Olelo's Application, 'Olelo states that "Unlike capital assets obtained by 'Olelo after 1998, 'Olelo retains all rights and title to capital assets accumulated by 'Olelo prior to the 1998 renegotiated agreement, even upon termination or expiration of the new agreement." Please identify each and every such capital asset currently held by 'Olelo. Please state whether 'Olelo's believes it will continue to own its own building at 1122 Mapunapuna Street (and all improvements) if it is not awarded the DCCA Contract, and the detailed basis for that position.

18. Please state whether 'Olelo will consent to waiving or releasing its claim of confidentiality regarding documents and testimony that 'Olelo has marked "confidential" that were produced and introduced in the proceeding entitled In the Matter of the Arbitration of 'Olelo Community Media, Petitioner vs. Time Warner Entertainment Company, L.P. dba Oceanic Time Warner Cable, Respondent, CTV-2011-1, In the Office of the Administrative Hearings Department of Commerce and Consumer Affairs, State of Hawaii (for the determination of 'Olelo's PEG capital funding needs from 2012-2014), so that DCCA and the public may consider this information in connection with 'Olelo's application. If 'Olelo refuses to waive or release its claim of confidentiality, please describe in detail the reason(s) for 'Olelo's refusal.

19. Please state the total amount of PEG capital funding that 'Olelo requested from Oceanic at the commencement of the 'Olelo Capital Funding Proceeding.

20. Please state the total amount of PEG capital funding that 'Olelo requested from Oceanic at the close of the evidence of the 'Olelo Capital Funding Proceeding.

21. Please state the amount for each of the years between 2005 to 2011 that 'Olelo has spent on advertising.

22. Please state the amount of money that 'Olelo has received from Hawaiian Telcom to date pursuant to Hawaiian Telcom's franchise agreement with the State of Hawaii.

23. Please state the amount of money that 'Olelo is projecting to receive from Hawaiian Telcom from 2012 to 2017 pursuant to Hawaiian Telcom's franchise agreement with the State of Hawaii.

24. Please state the hours of State government programming that 'Olelo itself produced (as a percentage of the total programming broadcast on 'Olelo's channels) for 2011.

25. Please state the hours of City and County of Honolulu government programming that 'Olelo itself produced (as a percentage of the total programming broadcast on 'Olelo's channels) for 2011.

26. Please state the hours of educational programming that 'Olelo itself produced (as a percentage of the total programming broadcast on 'Olelo) for 2011.

27. Please state the hours of public access programming that 'Olelo itself produced (as a percentage of the total programming broadcast on 'Olelo) for 2011.

28. Please state why 'Olelo's proposal for increased funding and expansion of government programming should be included in a new contract with the DCCA in light of the requirement in Oceanic's franchise to provide digital state-wide government channels for the State of Hawaii and City and County of Honolulu, and Oceanic's franchise provides that the government entities shall bear the cost for any facilities and equipment to implement such channels.

29. Please state why 'Olelo proposal to continue to be involved in educational programming and receive funding for educational programming should be included in a new contract with the DCCA in light of the fact that the University of Hawaii and the Department of Education already operate and program Channels 55 and 356, and transmit their programming directly to Oceanic's facilities for broadcasting.

Requests for Production of Documents

1. All documents referred to in 'Olelo's responses to the requests for information or support 'Olelo's responses to the requests for information above.

2. All discovery produced by 'Olelo, evidence introduced by 'Olelo, and documents filed by 'Olelo in the proceeding entitled In the Matter of the Arbitration of 'Olelo Community Media, Petitioner vs. Time Warner Entertainment Company, L.P. dba Oceanic Time Warner Cable, Respondent, CTV-2011-1, In the Office of the Administrative Hearings Department of Commerce and Consumer Affairs, State of Hawaii, that 'Olelo has designated as "Confidential" in that proceeding.

3. All 'Olelo operating budgets (in the most detailed form kept by 'Olelo in its files and including, but not limited to, the "very detailed annual operating budgets" referred to on P. 23 of the 2011 'Olelo Audit) for each of the years 2005 to 2017.

4. All 'Olelo capital budgets (in the most detailed form kept by 'Olelo in its files) for each of the years 2005 to 2017.

5. All budget to actual results reports for each of the years 2005 to 2011, including, but not limited to, the "budget to actual results [reports] for fiscal years 2006 through 2010" referred to on P. 23 of the 2011 'Olelo Audit.

6. The October 2010 financial projection for operating (for fiscal years ending December 31, 2011 through 2015) and capital expenses (for fiscal years ending December 31, 2011 through 2018) referred to on P. 23 of the 2011 'Olelo Audit.

7. The "strategic plan" referred to on P. 23 of the 2011 'Olelo Audit.

8. All purchasing transaction registers or similar documents (in the most detailed form kept by 'Olelo in its files) describing all actual operating and capital expenditures made by 'Olelo for each of the years 2005 to the present.

9. All 'Olelo records (including, but not limited to surveys) describing or documenting viewership of 'Olelo's channels from 2005 to 2010.

10. All documents from 2005 to the present that relate or refer to any plans or efforts by 'Olelo to raise funds from sources other than Oceanic or the State of Hawaii.

11. All documents relating to referring to the long-range plan for self-sufficiency that was required to be developed by 'Olelo pursuant to its 1998 contract with the DCCA.

# # #

February 3, 2012

Ms. Keali'i S. López
Director
Department of Commerce and Consumer Affairs
335 Merchant Street
Honolulu, HI 96813

COMMUNITY MEDIA
Board of Directors
Jim Boersema
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Jill Takasaki Canfield
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Jon E. Murakami
Mario R. Ramil
Mike Rosenberg
Steve Sombrero
John Williamson

Roy K. Amemiya, Jr.
President/CEO

Dear Director López,

We have enclosed along with this letter, our responses to Time Warner Entertainment Company, L.P.'s ("TWE") written questions and requests for supporting and clarifying documents as requested in the Department of Commerce and Consumer Affair's letter dated January 20, 2012, granting TWE's intervention in the DCCA's Public Hearing on 'Ōlelo's Application for Designation as a PEG Access Organization.

In a letter dated December 20, 2011, you received a letter from our attorneys stating various objections to Oceanic's intervention.

We take this opportunity to respectfully reiterate all objections as noted in that letter to the intervention of Oceanic in this proceeding as Oceanic is not an "Interested Party" as contemplated under Act 19, DCCA's regulations or general procurement policy. Further, Oceanic should not be allowed to engage in interrogation of 'Ōlelo through requests that are meant to harass, hinder, and/or intimidate 'Ōlelo, or prejudice its rights in the proceeding. 'Ōlelo objects to requests that are irrelevant to the requirements of Act 19, DCCA's Guidelines to Designate PEG Access Organizations Pursuant to Act 19 (SLH 2011) and the Application, and/or are overly broad or unduly burdensome.

We thank you in advance for your time and consideration on this matter.

Aloha,

Roy K. Amemiya, Jr.
President and CEO
'Ōlelo Community Media

cc: Donn Yabusaki, Cable TV Administrator, DCCA
Cori Lau, Alston Hunt Floyd & Ing
Brian Kang, Watanabe Ing

ʻŌlelo's Response to Oceanic Time Warner Cable's Request For Information and Production of Documents Related to ʻŌlelo's Application to Provide PEG Services on Oʻahu

Friday, February 3, 2012

Q#	Oceanic Question	ʻŌlelo Response
1	ʻŌlelo's 1998 contract with the DCCA provided in part that "Along with its strategic plan, ʻŌlelo shall submit a long-range plan which shall include, at a minimum, measurable objectives and schedules whereby operations and maintenance, repair, and replacement of equipment and facilities would no longer be solely or largely dependent upon Access Fees and the Facilities and Equipment Fund." Please describe in detail the long-range plan for self-sufficiency that ʻŌlelo was required to develop pursuant to its contract with the DCCA.	In accordance with Section H of the 1998 DCCA contract, ʻŌlelo's Board adopted a self-sufficiency plan which was provided to the DCCA in April, 1999. At that time, there was concern that cable customers would migrate to newer technologies in large numbers and that would challenge funding for community television. The Board concluded that it is highly unlikely that ʻŌlelo could replace a severe shortfall in cable revenues and therefore could not continue to operate, at least in its current form. Accordingly, a Board Resolution that was approved in April, 1999 called for retaining operating reserves of at least $1.5 million, representing approximately 6 months of operating fees at that time, so that the company operations could be wound down in an orderly fashion. Fortunately, the concern that cable television would be quickly replaced by satellite television and other alternatives has not been realized. Since 1998 the opposite has occurred as both cable subscribers and revenues have grown significantly. The attached table (Attachment B) depicts the growth. As a result, ʻŌlelo has not needed to update or revise its self-sufficiency plan. Oceanic's ability to support PEG Access, even though it chooses to pass through all PEG Access cable payments and capital fees to its subscribers, appears to be robust, diminishing the need for non-cable franchisee funding sources. Moreover, the requirements for a self-sufficiency plan were absent from the provisions of Act 19 and the Guidelines. Please find a copy of the Board Resolution (Attachment A), as well as the growth in TWE Oceanic cable related revenues (Attachment B). The cable related revenues are from the Hawaii State Data Book.

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2	The 2011 Performance Audit of ʻŌlelo Community Television dba ʻŌlelo Community Media dated December 19, 2011 ("2011 ʻŌlelo Audit") states on Pages 26-27 that ʻŌlelo, as of November 4, 2011, was not in compliance with its agreement with the DCCA prohibiting the commingling of ʻŌlelo's operating funds and capital funds. ʻŌlelo represented to the DCCA on November 11, 2011 that it would separate all of the operating funds and capital funds into their respective accounts by "year-end." Please state why ʻŌlelo, as of November 4, 2011, was not in compliance with its contract with the DCCA prohibiting the commingling of ʻŌlelo's operating funds and capital funds, and please state whether ʻŌlelo has completed the separation of its operating funds and capital funds into their respective accounts.	ʻŌlelo had historically taken the position that it complied with requirements because its operating funds and capital funds were held in separate accounts on its books and accurately recorded in its financial statements. However, ʻŌlelo has now opened separate bank deposit and investment accounts to eliminate any question concerning interpretation in the future. Year-end was determined as a suitable time to complete the segregation to simplify bookkeeping. The bifurcation of operating and capital funds was completed at year-end, 2011.
3	Please state the amount of cash or marketable securities or other liquid assets held by ʻŌlelo as of December 31 for each of the years 2005 to 2011.	See Attachment C: Schedule of Cash and Marketable Securities.
4	Please state the amount of ʻŌlelo's operating reserve as of December 31 for each of the years 2005 to 2011.	Refer to above Attachment C.
5	Please state the amount of ʻŌlelo's capital reserve as of December 31 for each of the years 200S to 2011.	Refer to above Attachment C. Note that the amount listed for 2011 capital reserves does not reflect several large 2011 purchases that were ordered, but not paid as of December 31, 2011.
6	Please state and describe in detail	See Attachment D: Schedule of Other Sources of Money

000020

	separately the source and amount of all money obtained by ʻŌlelo for each of the years 2005 to 2011 (other than from the State of Hawaii or Oceanic). Please break down by source the amount from any source in excess of $10,000. Please describe whether moneys were in the form of gifts or fees or were obtained from other sources.	
7	Please state the source and amount of money that ʻŌlelo expects to receive from sources other than the State of Hawaii and Oceanic for each of the years 2012 to 2017.	The historic amount of money over the past years, provide a reasonable indication of what money may be received in the future. The average amount of money received from sources other than the State of Hawaii or Oceanic over the past 7 years was roughly $1 million and ʻŌlelo projects that the revenue will be approximately the same in future years. However, these projections can experience large deviations should one or both tenant spaces become vacant since tenant lease revenue composes the largest share of the non-State and non-Oceanic revenue.
8	Please state whether ʻŌlelo uses all of the interest and investment income earned from its restricted facilities and equipment fund for PEG capital purposes. If ʻŌlelo does not use all of the interest and investment income from its restricted facilities and equipment fund for PEG capital purposes, please describe in detail the amount of interest and investment income earned from restricted funds and used for other purposes for each of the years 2005 to 2011, and ʻŌlelo's reason(s) for doing so.	ʻŌlelo classifies its interest and investment income earned from restricted facilities and equipment funds as unrestricted funds as per a Board Resolution that was approved on May 24, 1991 (Attachment E). In addition, pursuant to Statement of Financial Accounting Standards No. 124, Accounting for Certain Investments Held by Not-for-Profit Organizations, if the donor of the funds did not restrict use of the interest and investment income on the restricted capital reserves, the gains can be used for unrestricted purposes. When DCCA provided capital funds to ʻŌlelo it did not restrict ʻŌlelo's use of the interest and investment income earned on capital reserves. Hence, these funds are used for ongoing operating expenses and ʻŌlelo is acting in compliance with its board's resolution and with FAS 124.
9	Please state the amount of money that ʻŌlelo has spent for equipment to stream its programming on the Internet for each of the years from 2005 to 2011. Please	ʻŌlelo is proud of its online access services that allow all TWE Oceanic cable subscribers, no matter where they may be in the world, access to locally created community programming. The service ʻŌlelo subscribes to offers much more than streaming, it also provides video storage, video back-up, web-hosting and design, file synchronization, and

	break down these amounts for each year between moneys spent for capital items and moneys spent for expenses.	reporting. Our vendor reports that ʻŌlelo has the most archived webcasts and the most watched webstream of all of its government clients. ʻŌlelo has also partnered with the Honolulu City Council and the State Legislature to make government proceedings available to subscribers at home, in the office or while travelling or deployed. ʻŌlelo expended capital funds of $91,536 in 2006, $11,325 in 2007 and $3,660 in 2009 for equipment necessary to make this valuable service available. ʻŌlelo expended operating funds of $14,267 in 2005, $14,075 in 2006, $37,698 in 2007, $31,860 in 2008, $28,259 in 2009, $28,721 in 2010 and $28,842 in 2011 for its contract with a third party to make this valuable service available.
10	Please state the amount of money that ʻŌlelo plans to spend for equipment to stream its programming on the Internet for each of the years from 2012 to 2017.	ʻŌlelo plans to spend approximately $6,300 in 2012, $ $172,300 in 2013, $29,580 in 2014, $21,600 in 2015, $10,800 in 2016 and nothing planned for 2017.
11	Please state the amount of money that ʻŌlelo plans to spend in operating expenses to stream its programming on the Internet for each of the years from 2012 to 2017.	ʻŌlelo plans to spend approximately $33,000 per year for operating expenses to stream programming on the internet.
12	Please state the date that ʻŌlelo acquired its building and leasehold interest at 1122 Mapunapuna Street, the total cost to acquire the building and leasehold interest, and the source (and amounts) of all funds used to acquire the building and leasehold interest.	The building and leasehold interest was acquired in January, 1994. The purchase price of $2,500,000 was paid using unrestricted funds. At that time, the landowner was the Estate of Samuel Mills Damon, a longtime and well-respected kamaaina trust. On December 5, 2003, the Damon Estate sold the land under ʻŌlelo, plus its entire Mapunapuna land holdings to LTMAC Properties LLC, a subsidiary of HRPT Properties Trust, and a real estate investment trust headquartered in Massachusetts. Since that time, the ground lease rent has risen from $4.20 in 2008, to $5.60 in 2009, $6.10 in 2010, and $6.60 in 2013. Board minutes reflect that the purchase of the building and leasehold interest was carefully examined by the ʻŌlelo Board. The minutes also note that Marilyn Yoza, Oceanic's designated representative on the board made the motion to approve the building's purchase.

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13	Please identify all tenants that 'Ōlelo currently leases space to in its building at 1 122 Mapunapuna Street, Honolulu, Hawaii 96819. For each tenant that 'Ōlelo leases space to within its building, please identify the location that each tenant occupies, the square footage of the leased space, and the lease terms (including, but not limited to, the lease rate and term of the lease).	'Ōlelo leases excess space at its Mapunapuna facility to three tenants. These tenants provide needed revenue to help 'Ōlelo fulfill its PEG Access mission. Tenants also help offset the costs of common area maintenance and the ground lease rents described above. The State Department of Education Teleschool Division occupies 6,457 square feet of office space on our second floor where they produce and edit Education programs for cablecast on PEG channel 56. The State Department of Accounting and General Services negotiate leases for the State and in November, 2011 executed a lease extension from December 1, 2011 to October 31, 2016. Louis Vuitton leases 16,598 square feet of warehouse space but the lease will terminate at the end of February 2012 and will not be renewed. We are in negotiations with a short term tenant, but the lease has not been executed. AT&T leases approximately 268 square feet on our rooftop where it has 6 cellular antennae. Additionally, AT&T leases a control room of 457 square feet to monitor the antennae. The term of the lease extends from June 1, 2006 through June 30, 2016. 'Ōlelo contends that square footage leased by tenants is irrelevant to any issue of facilities improvements using capital funds.
14	Please state the amount of rental income from each tenant that 'Ōlelo has received for each of the years 2005 to 2011.	We do not disclose our tenant's lease rents. Aggregate lease rents are noted in the answer to question #6, (Attachment D). All tenant lease rents contribute to 'Ōlelo's operating revenues that are expended in support of PEG services to the community.
15	Please state whether 'Ōlelo, 2005 to the present, has used capital funds received from Oceanic through the State of Hawaii to improve areas of 'Ōlelo's building that provide any direct or indirect benefit to any tenants in 'Ōlelo's building. If 'Ōlelo responds in the affirmative, please state the amount and the percentage of capital	For the years 2005 through 2011, the improvements using capital funds that were made to the building are $96,733, $658,828, $23,923, $216,703, $124,117, $12,339, and $20,926. Starting in the later part of 2005 and into 2006, the Board approved to redesign the Mapunapuna facility to move functions that directly serve clients to the front of the building and relocate administration to the back. This included space planning, an upgraded security system and energy study that would identify ways to reduce operating

	funds that have been used for the direct or indirect benefit of ʻŌlelo's tenants from 2005 to the present, and separate list all such expenditures.	costs. In 2007, ʻŌlelo partnered with HECO to do a lighting retrofit that would be a major replacement of lighting fixtures. In 2008, ʻŌlelo began an air conditioning retrofit and replaced 3 major air conditioning units on the rooftop that started at the end of 2008 and into 2009. However, it should be noted that improvements to the building (as opposed to repair and maintenance) are funded with capital funds and therefore are separate from the operating funds requested in this application. Tenants are responsible for their own improvements within their space.
16	Please state whether ʻŌlelo, from 2012 to 2017, plans to use capital funds received from Oceanic through the State of Hawaii to improve any areas of ʻŌlelo's building that directly or indirectly benefit any tenants in ʻŌlelo's building. If ʻŌlelo responds in the affirmative , please state the amount and the percentage of capital funds that ʻŌlelo plans to use for the direct or indirect benefit of ʻŌlelo's tenants from 2012 to 2017, and Separately list all such planned expenditures.	These issues are to be addressed in the ongoing arbitration, in which no decision has been issued. ʻŌlelo declines to respond to inquiries that relate to and intrude upon the arbitration process prior to a resolution of the issues involved in the arbitration.
17	On Page 46 of ʻŌlelo's Application, ʻŌlelo states that "Unlike capital assets obtained by ʻŌlelo after 1998, ʻŌlelo retains all rights and title to capital assets accumulated by ʻŌlelo prior to the 1998 renegotiated agreement, even upon termination or expiration of the new agreement." Please identify each and every such capital asset currently held by ʻŌlelo. Please state whether ʻŌlelo's believes it will continue to own its own building at 1122 Mapunapuna Street (and all improvements) if it is not awarded the	In its application guidelines, the DCCA requests that the applicant (ʻŌlelo) describes its position on the ownership of asset issue. The answer on page 46 responds to the DCCA request. ʻŌlelo's position is that it has no legal obligation to transfer ownership of its private property to the State and that to the extent that any such obligation would exist, ʻŌlelo is entitled to receive just compensation from the State in return for the transfer of its property. The State has in the past contended that the building will revert to the State upon termination of the contract. The issue remains unresolved.

	DCCA Contract, and the detailed basis for that position.	
18	Please state whether ʻŌlelo will consent to waiving or releasing its claim of confidentiality regarding documents and testimony that ʻŌlelo has marked "confidential" that were produced and introduced in the proceeding entitled In the Matter of the Arbitration of ʻŌlelo Community Media Petitioner vs. Time Warner Entertainment Company. L.P. dba Oceanic Time Warner Cable. Respondent, CTV-2011-1. In the Office of the Administrative Hearings Department of Commerce and Consumer Affairs, State of Hawaii (for the determination of ʻŌlelo's PEG capital funding needs from 2012-2014), so that DCCA and the public may consider this information in connection with ʻŌlelo's application. If ʻŌlelo refuses to waive or release its claim of confidentiality please describe in detail the reason(s) for ʻŌlelo's refusal.	Oceanic voluntarily entered into a Stipulation and Order Governing Confidentiality of Documents in the arbitration which protects ʻŌlelo's as well as Oceanic's confidential documents from disclosure. The arbitrator in the arbitration proceeding has not issued a decision in the arbitration and has upheld ʻŌlelo's claim of confidentiality of its documents. ʻŌlelo will not waive confidentiality of its documents for reasons related to their confidential, proprietary, and/or competitively sensitive nature. In addition, because no decision has been issued in the ongoing arbitration, ʻŌlelo declines to respond to inquiries that relate to and intrude upon the arbitration process prior to a resolution of the issues involved in the arbitration.
19	Please state the total amount of PEG capital funding that ʻŌlelo requested from Oceanic at the **commencement** of the ʻŌlelo Capital Funding Proceeding.	No decision has been issued in the ongoing arbitration. ʻŌlelo declines to respond to inquiries that relate to and intrude upon the arbitration process prior to a resolution of the issues involved in the arbitration.
20	Please state the total amount of PEG capital funding that ʻŌlelo requested from Oceanic at the close of the **evidence** of the ʻŌlelo Capital Funding Proceeding.	No decision has been issued in the ongoing arbitration. ʻŌlelo declines to respond to inquiries that relate to and intrude upon the arbitration process prior to a resolution of the issues involved in the arbitration.
21	Please state the amount for each of the years between 2005 to2011 that ʻŌlelo	ʻŌlelo's 1998 Contract with the DCCA section B4 declares that marketing and promotion of the access center and the PEG access channels and programs is a responsibility of ʻŌlelo.

	has spent on advertising.	While ʻŌlelo would like to be able to spend a larger percentage of its budget on marketing and promotion, including advertising, our operating funding constraints has resulted in the advertising spending being much lower than desired. As a result, from 2005 to 2011, ʻŌlelo was only able to spend $66,063, $54,337, $39,402, $289,171, $57,203, $49,228 and $60,534 for advertising which represents about 1% of ʻŌlelo's annual operating budget.
22	Please state the amount of money that ʻŌlelo has received from Hawaiian Telecom to date pursuant to Hawaiian Telecom's franchise agreement with the State of Hawaii.	On February 2, 2012 ʻŌlelo received $1,056.75.
23	Please state the amount of money that ʻŌlelo is projecting to receive from Hawaiian Telcom from 2012 to 2017 pursuant to Hawaiian Telcom's franchise agreement with the State of Hawaii.	We do not have any basis for determining what the Hawaiian Telecom payments will be. However, to the extent any new cable customer that Hawaiian Telecom gains is at the expense of Oceanic and vice versa, the total number of subscribers between the two competing companies therefore cable access fees we will receive, will remain roughly the same.
24	Please state the hours of State government programming that ʻŌlelo itself produced (as a percentage of the total programming broadcast on ʻŌlelo's channels) for 2011	ʻŌlelo does not typically "produce" programming for its channels. ʻŌlelo accomplishes its mission to "strengthen our island voices and advance community engagement through innovative media" by providing video production facilities, equipment, training and mentoring to all members of the PEG community. In doing so, ʻŌlelo helped facilitate 639 first-run hours of State related programming on ʻŌlelo in 2011 which represents 10% of all first-run programs in 2011. ʻŌlelo established a media center at the State Capitol in 2009 to make it easier for our legislators and State departments to create programming representative of our government officials and agencies. Details of the use of that facility are included in ʻŌlelo's application. ʻŌlelo also provides staff assistance for an open mic service called "Capitol Commentary" which allows legislators and members of the public to express views on current issues.
25	Please state the hours of City and County of Honolulu government programming that ʻŌlelo itself produced (as a percentage of the total programming broadcast on ʻŌlelo's channels) for 2011	In the same manner as indicated above, ʻŌlelo helped facilitate 758 first-run hours of City and County related programming which represents 12% of all first-run programs in 2011. Programs such as Inside Honolulu Hale, multiple Neighborhood Boards and City Administration programming all contribute to this sector of government programming. ʻŌlelo has also provided staff assistance for major event coverage such as the annual City Lights program.
26	Please state the hours of educational	The primary producer of education programming is provided through HENC which

	programming that 'Ōlelo itself produced (as a percentage of the total programming broadcast on 'Ōlelo's channels) for 2011	receives 2S% of 'Ōlelo's PEG Access fees. That notwithstanding, 'Ōlelo helped to facilitate 104 hours of first-run programming that was defined as representing "Education" in 2011. This totals 2% of the first-run hours in 2011 and is supplemental to whatever first-run hours are created through HENC for channels 55 and 56. It should also be noted that 'Ōlelo does not have a reporting mechanism to identify programming that is submitted by students on their own time. Any such programming would be above and beyond the amount listed here.
27	Please state the hours of public access programming that 'Ōlelo itself produced (as a percentage of the total programming broadcast on 'Ōlelo's channels) for 2011	Finally, as with the previous three questions, 'Ōlelo helped facilitate 2817 hours of first-run programming from the public which represents 45% of the first-run hours in 2011. While it is accurate that 'Ōlelo's focus is on empowering the PEG community to produce their own programming for the channels, 'Ōlelo produces targeted programs to help nonprofit organizations share their messages. Resulting program hours are a very small portion (less than 1%) of the overall percentage of first-run programs on 'Ōlelo.
28	Please state why 'Ōlelo's proposal for increased funding and expansion of government programming should be included in a new contract with the DCCA in light of the requirement in Oceanic's franchise to provide digital state-wide government channels for the State of Hawai'i and City and County of Honolulu, and Oceanic's franchise provides that the government entities shall bear the cost for any facilities and equipment to implement such channels.	The question references only facilities and equipment relating to the State-wide government channels, which are inoperable and provide no governmental programming at this time. Even if they were operable, the D&O 346 contains no provision that relieves Oceanic of the requirement that it fund PEG Access Facilities and Equipment, which includes facilities and equipment for 'Ōlelo's "Government" programming for televising on its own channels. The Government is clearly a user of PEG Access services and `Ōlelo has an obligation to provide government programming as envisioned by the Guidelines for the upcoming contract with DCCA consistent with the franchise agreement. D&O 346 clearly states, through its definitions, that 'Ōlelo, Oahu's current PEG Access provider is responsible for the oversight of the development, operation, supervision, management, production, or cablecasting/broadcasting of programs on any access Channel(s). 'Ōlelo takes its responsibility to serve members of the Government seriously, which our application explains. D&O 346 Section 1 A (Definitions), #2: "Access Facilities and Equipment" or "PEG Access Facilities and Equipment" means (a) Channel capacity designated for PEG use; and (b)

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		PEG access facilities, including but not limited to real property and equipment related to the use of such Channel capacity or any **PEG activity.** #4: "Access Organization" or "PEG Access Organization" means any nonprofit organization designated or selected by the Director to oversee the development, operation, supervision, management, production, or cablecasting/broadcasting of programs on any Access Channel(s); and which acquires and maintains Access Facilities and Equipment. #3: "Access Channel" or "PEG Access Channel" means any channel on the Cable System made available for PEG use. #45: "'Ōlelo" means 'Ōlelo Community Television and refers to the current designated PEG Access Organization for the O'ahu franchise as of the date of this Order. (Jan 14, 2010). #47: "PEG" means public, educational, or **governmental**. (Emphasis added).
29	Please state why 'Ōlelo proposal to continue to be involved in educational programming and receive funding for educational programming should be included in a new contract with the DCCA in light of the fact that the University of Hawai'i and the Department of Education already operate and program Channels 55 and 236, and transmit their programming directly to Oceanic's facilities for broadcasting.	As mentioned in the previous answer, TWE Oceanic's Franchise Agreement with the State acknowledges that 'Ōlelo, Oahu's current PEG Access provider is responsible for the oversight of the development, operation, supervision, management, production, or cablecasting/broadcasting of programs on any access Channel(s), and definition #47: states: "PEG" means public, **educational**, or governmental. (emphasis added). D&O 346 further states in Section IV F #2 Terms and Conditional of the Franchise: Analog PEG Access Channels: "In addition to the statewide digital PEG Access Channel provided for in section IV.F.1. above, TWE shall designate and make available to the Director or the Director's designee at no cost to the State and/or DCCA the following: a. Four analog Channels for PEG access programming by the PEG Access Organization. Two analog Channels for accredited educational programming currently managed by HENC pursuant to a contract with 'Ōlelo, the current designated PEG Access Organization. The two educational Channels shall be dedicated to accredited educational programming: one for the UH and the other for the DOE and HAIS." The Franchise Agreement acknowledges that the two analog Channels for accredited

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		educational programming is "currently managed by HENC pursuant to a contract with 'Ōlelo." Therefore, it is incumbent upon 'Ōlelo to include in our application plans for continued and enhanced service to the education sector. 'Ōlelo currently provides HENC with 25% of all PEG Access fees 'Ōlelo receives from TWE Oceanic. In addition to 'Ōlelo's financial support of education programming via this 25% of PEG access funding, 'Ōlelo also provides service to the educational community through our Community Media Centers (CMCs) which are located on 6 DOE campuses. These CMCs make video production facilities, equipment and training available to students and teachers as a means to encourage media literacy and empower student voices. 'Ōlelo's strong support of the educational sector is detailed in pages 37 – 39 of our application includes information on our Youth Capitol Commentary program which introduces students to the legislators, 'Ōlelo's summer media programs and 'Ōlelo's Youth Xchange program which is the State's largest youth video competition. Over the past eight years, 'Ōlelo has received 3177 entries from 168 public, charter and private schools from across the State.

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ATTACHMENT A

Board Resolution
To Create a Board Restricted Fund

WHEREAS `Ōlelo: The Corporation for Community Television receives funds annually from Oceanic Cable Vision for operational support and capital purchases; and

WHEREAS `Ōlelo's capital funds are based on a formula that has been determined through the end of the franchise agreement, while operational funds are based annually on Oceanic's projected revenues for the upcoming year; and

WHEREAS `Ōlelo's franchise agreement with Oceanic expires on December 31, 2008, at which time a new agreement must be signed; and

WHEREAS in order to protect `Ōlelo's solvency and ability to operate in the event that its revenues are decreased, which would thereby decrease `Ōlelo's operational funds, and in order to protect `Ōlelo from any unforseen delays or change of circumstances at the time of its contract renegotiations with Oceanic; and to help prepare for any adverse changes in `Olelo's operational environment;

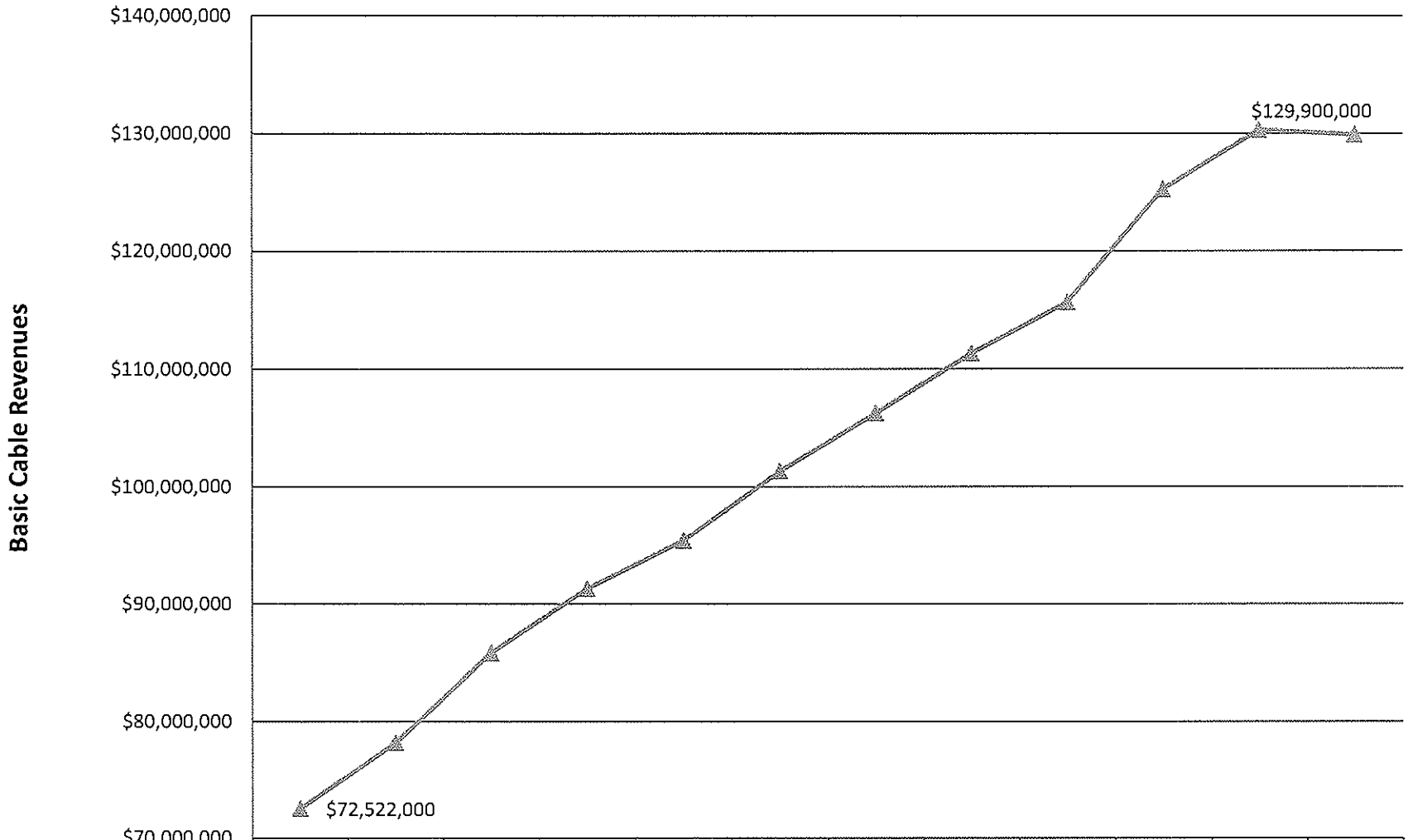
BE IT RESOLVED that `Ōlelo management shall maintain a minimum $1,500,000 in a board restricted operational assets fund that mat be expended only upon approval of the Board.

Revised: 4/7/99

ATTACHMENT B

TWE Oceanic Basic Cable Revenue Growth from 1999 - 2010

From Hawaii State Data BooK



	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Cable Revenue on O'ahu	$72,522,000	$78,158,000	$85,830,000	$91,301,000	$95,401,000	$101,318,000	$106,248,000	$111,308,000	$115,633,000	$125,251,000	$130,298,000	$129,900,000

ATTACHMENT C

'Ōlelo Community Media
Schedule of Cash and Marketable Securities

	2011 *Unaudited*	2010 Audited	2009 Audited	2008 Audited	2007 Audited	2006 Audited	2005 Audited
Unrestricted:							
Cash-Operating	$ *198,567*	$ 256,932	$ 496,347	$ 317,215	$ (128,363)	$ 361,138	$ 737,309
Marketable Securities	$ *2,745,089*	$ 2,622,730	$ 2,675,876	$ 3,281,079	$ 4,213,648	$ 3,900,337	$ 3,611,783
Operating Reserves	$ *2,943,656*	$ 2,879,662	$ 3,172,223	$ 3,598,294	$ 4,085,285	$ 4,261,475	$ 4,349,092
Restricted							
Cash-Capital	$ *417,580*	$ 714,384	$ -	$ -	$ 462,226	$ 462,226	$ 462,226
Marketable Securities	$ *1,512,616*	$ 1,518,957	$ 1,735,092	$ 1,513,642	$ 1,162,857	$ 1,367,063	$ 2,308,631
Capital Reserves	$ *1,930,196*	$ 2,233,341	$ 1,735,092	$ 1,513,642	$ 1,625,083	$ 1,829,289	$ 2,770,857
Total	***$ 4,873,852***	**$ 5,113,003**	**$ 4,907,315**	**$ 5,111,936**	**$ 5,710,368**	**$ 6,090,764**	**$ 7,119,949**

Source: Annual Audited Financial Positions
(2010-2005)

ATTACHMENT D

'Ōlelo Community Media

Schedule of Other Sources of Money

Source	2011 Unaudited	2010 Audited	2009 Audited	2008 Audited	2007 Audited	2006 Audited	2005 Audited
Donations	$ 14,126	$ 13,436	$ 15,274	$ 4,603	$ 812	$ 39,816	$ 17,383
YXC Sponsorship	$ 42,500	$ 37,499	$ 45,100	$ 31,500	$ 25,210	$ 15,800	$ 10,100
Interest Income	$ 158,442	$ 194,191	$ 224,298	$ 271,264	$ 352,353	$ 382,690	$ 360,916
Tenant rental	$ 495,238	$ 473,232	$ 459,644	$ 448,193	$ 430,030	$ 409,166	$ 380,757
Tenant CAM*	$ 342,876	$ 203,865	$ 158,398	$ 180,347	$ 176,887	$ 170,897	$ 162,404
Miscellaneous One Time	$ 3,360	$ -	$ 4,262	$ 22,000	$ 4,160	$ 10,795	$ 1,019
Fees for Service	$ 25,899	$ 12,893	$ 9,292	$ 10,843	$ 6,616	$ 10,384	$ 16,871
Refunds	$ 47,762	$ -	$ -	$ -	$ 360	$ -	$ 2,969
Contracts & Grants	$ 45,833	$ -	$ -	$ -	$ -	$ 16,169	$ -
Sales of Tape/Publication	$ 9,657	$ 9,186	$ 15,194	$ 23,554	$ 22,380	$ 26,298	$ 23,480
	$ 1,185,692.93	**$ 944,300.65**	**$ 931,462.23**	**$ 992,305.15**	**$ 1,018,807.70**	**$ 1,082,014.76**	**$ 975,897.86**

*Note: Tenant CAM includes reimbursement for electricity

ATTACHMENT E

'Ōlelo: The Corporation for Community Television

Board Resolution #5

Be it resolved that all interest earned from restricted facilities and equipment funds, designated for the use by 'Ōlelo: The Corporation for Community Television, shall be designated as non-restricted.

Margaret Y. Oda

Adam A. Smyser

February 3, 2012

Ms. Keali'i S. López
Director
Department of Commerce and Consumer Affairs
335 Merchant Street
Honolulu, HI 96813

COMMUNITY MEDIA

Board of Directors
Jim Boersema
Chair

Jill Takasaki Canfield
Lynette Cruz
Lubuw Falanruw
Pat Garvey
Rochelle Gregson
Ormond Hammond
Nelson Lau
Bennette Misalucha
Diane Peters-Nguyen
Jon E. Murakami
Mario R. Ramil
Mike Rosenberg
Steve Sombrero
John Williamson

Roy K. Amemiya, Jr.
President/CEO

Dear Director López,

This correspondence responds to the TWE Company, L.P. letter request from Brian Kang, Esq dated January 27, 2012 requesting the production of 11 (eleven) documents.

1. All documents referred to in 'Ōlelo 's responses to the requests for information or support 'Ōlelo 's responses to the requests for information above.

   Response: These documents were included as attachments in our responses to Requests for Information.

2. All discovery produced by 'Ōlelo , evidence introduced by 'Ōlelo , and documents filed by 'Ōlelo in the proceeding entitled In the Matter of the Arbitration of 'Ōlelo Community Media, Petitioner vs. TWE, Respondent, CTV-2011-1, in the Office of the Administrative Hearings Department of Commerce and Consumer Affairs, State of Hawaii, that 'Ōlelo has designated as "Confidential" in that proceeding.

   Response: Oceanic voluntarily entered into a Stipulation and Order Governing Confidentiality of Documents in the arbitration which protects `Ōlelo's as well as Oceanic's confidential documents from disclosure. The arbitrator in the arbitration proceeding has not issued a decision in the arbitration and has upheld `Ōlelo's claim of confidentiality of its documents. `Ōlelo will not waive confidentiality of its documents for reasons related to their confidential, proprietary, and/or competitively sensitive nature. In addition, because no decision has been issued in the ongoing arbitration, Ōlelo declines to respond to inquiries that relate to and intrude upon the arbitration process prior to a resolution of the issues involved in the arbitration.

3. All 'Ōlelo operating budgets (in the most detailed form kept by 'Ōlelo in its files and including, but not limited to, the "very detailed form kept by 'Ōlelo in its files) for each of the years 2005 to 2017.

Response: 'Ōlelo's internal budgets are confidential due to their proprietary, and/or competitively sensitive nature.

4. All 'Ōlelo capital budgets (in the most detaied form kept by 'Ōlelo in its files) for each of the years 2005 to 2017.

   Response: These issues are to be address in the ongoing arbitration, in which no decision has been issued. 'Ōlelo declines to respond to inquiries that relate to and intrude upon the arbitration process prior to a resolution of the issues involved in the arbitration.

5. All budget to actual results reports for each of the years 2005 to 2011 including, but not limited to, the "budget to actual results for fiscal years 2006 through 2010" referred to on page 23 of the 2011 'Ōlelo Audit.

   Response: 'Ōlelo's internal budgets are confidential due to their proprietary, and/or competitively sensitive nature.

6. The October 2010 financial projection for operating (for fiscal years ending December 3d1, 2011 through 2015) and capital expenses (for fiscal years ending December 31, 2011 through 2018) referred to on p. 23 of the 2011 'Ōlelo Audit.

   Response: 'Ōlelo's internal budgets are confidential due to their proprietary, and/or competitively sensitive nature.

7. The "strategic plan" referred to on P 23 of the 2011 'Ōlelo Audit.

   Response: See attached.

8. All purchasing transaction registers or similar documents (in the most detailed form kept by 'Ōlelo in its files) describing all actual operating and capital expenditures made by 'Ōlelo for each of the years 2005 to the present.

   Response: 'Ōlelo's purchasing transaction registers and similar documents are confidential due to their proprietary, and/or competitively sensitive nature.

9. All 'Ōlelo records (including, but not limited to surveys) describing or documenting viewership of 'Ōlelo's channels from 2005 to 2010.

   Response: Oceanic has not provided 'Ōlelo with viewership information on a consistent basis despite multiple requests for viewer information. Therefore, 'Ōlelo's records are incomplete and may be inaccurate.

10. All documents from 2005 to the present that relate or refer to any plans or efforts by 'Ōlelo to raise funds from sources other than Oceanic or the State of Hawaii.

    Response: 'Ōlelo objects to this request as irrelevant to this proceeding.

11. All documents relating to referring to the long range plan for self-sufficiency that was required to be developed by 'Ōlelo pursuant to its 1998 contract with the DCCA.

    Response: See attached.

Aloha,

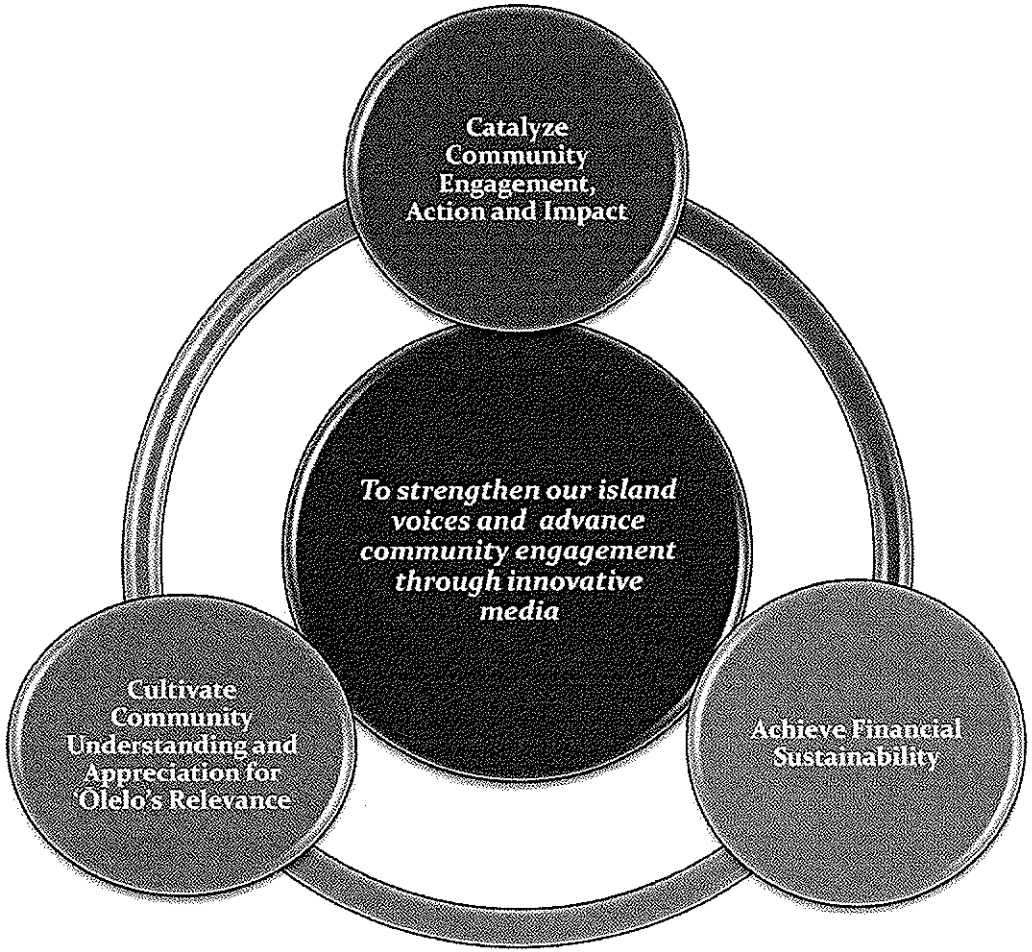
Roy K. Amemiya, Jr.
President and CEO
'Ōlelo Community Media

cc: Donn Yabusaki, Cable TV Administrator, DCCA
Cori Lau, Alston Hunt Floyd & Ing
Brian Kang, Watanabe Ing

Role of Community Media

2011 Strategic Plan Update

Mission Centered Strategic Priorities

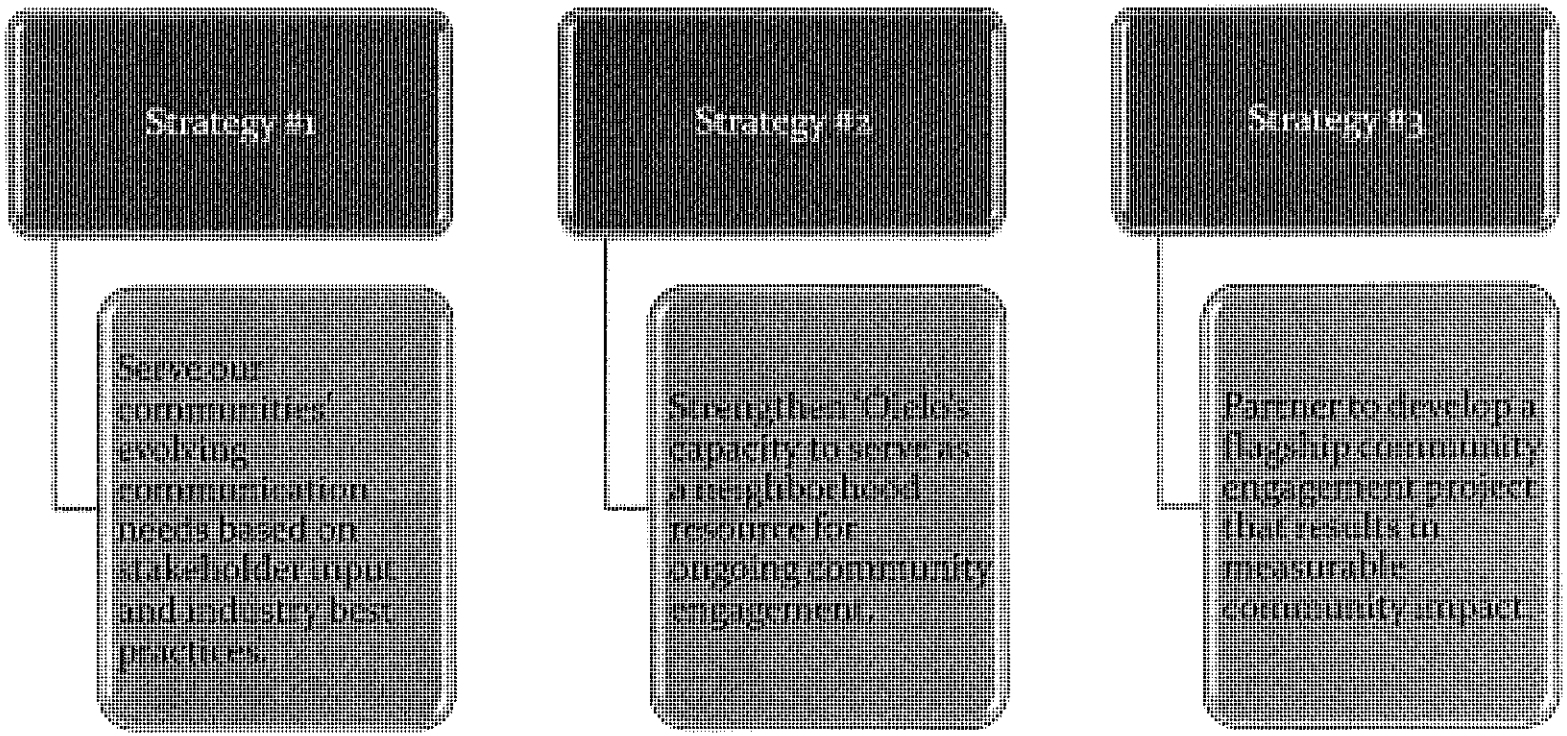


Strategic Priority #1

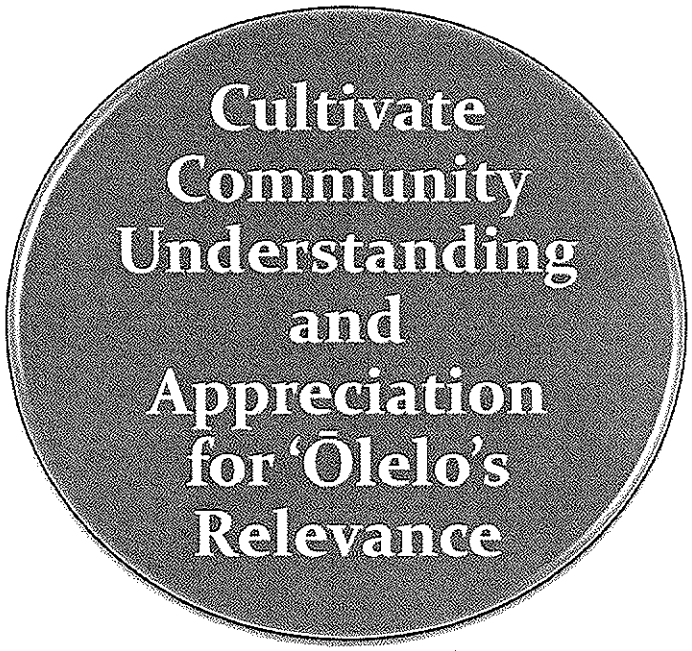


Leverage ʻŌlelo's resources to convene community, catalyze informed public engagement and facilitate collective effort for impact on important issues.

Catalyze Community Engagement, Action and Impact

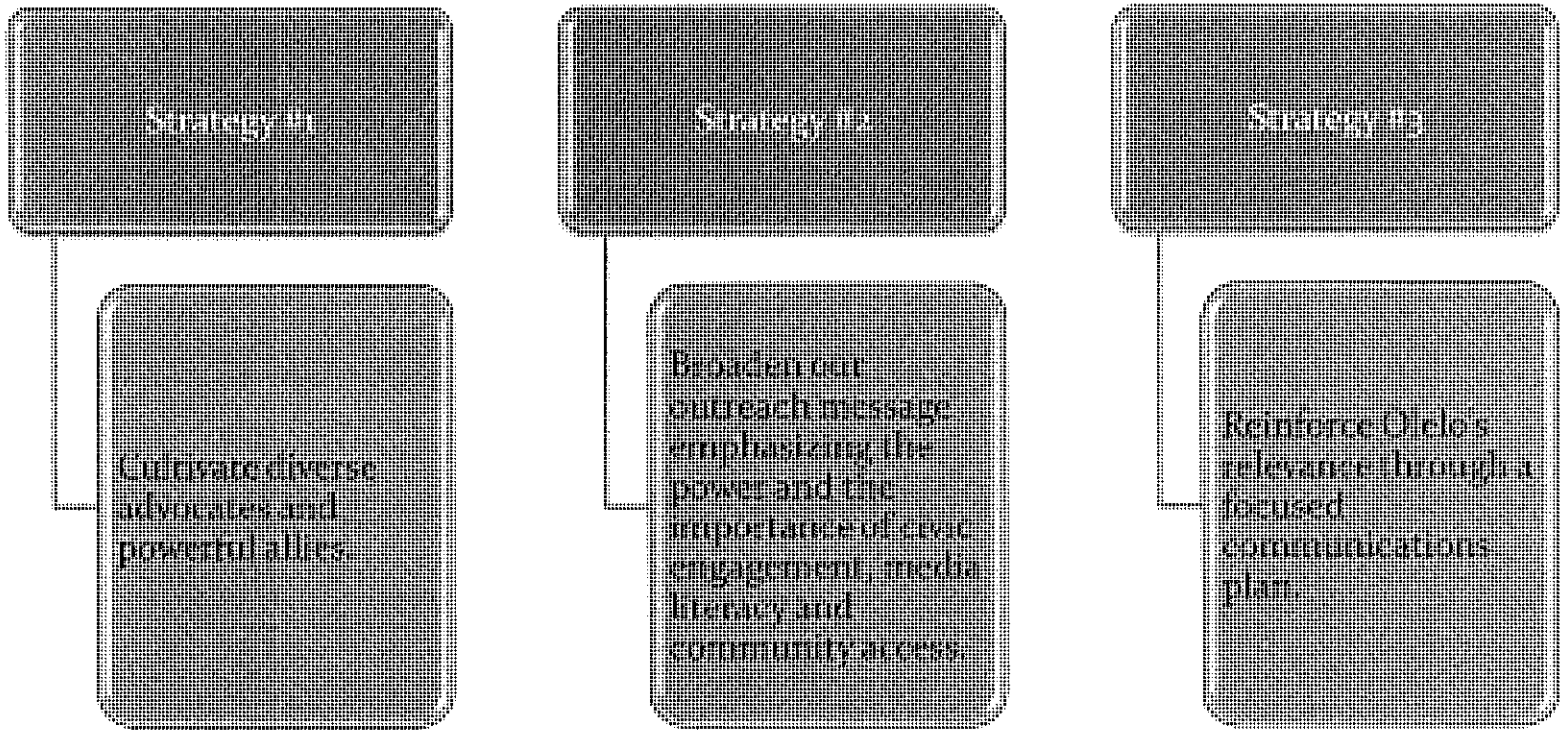


Strategic Priority #2



Create and sustain broad public awareness, goodwill and effective advocacy for community media that recognizes ʻŌlelo's distinctive and essential role.

Cultivate Community Understanding and Appreciation for ʻŌlelo's Relevance



Strategic Priority #3



Achieve a financial condition that can endure major disruptions to revenues or expenses.

Achieve Financial Sustainability

Self Sufficiency Plan

The Olelo Board of Directors has discussed the feasibility of a self sufficiency plan that would allow 'Olelo to continue to operate in the event of a discontinuation or drastic reduction of cable revenues. In short, the Board has determined that it is highly unlikely that 'Olelo could replace a severe shortfall in cable revenues and therefore would not continue to operate, at least in its current form.

In recognition, however, that it would be undesirable for 'Olelo to close its doors immediately in the event of discontinued funding, the Board has created a "set aside" of funds. These monies would be used to continue operations for approximately six months while either legal or other action was pursued to determine the possibility of reinstating funding or to look for replacement funding. If cable funds were discontinued completely, it is unlikely that 'Olelo would continue to operate at all after all possibilities to try and reinstate funding were exhausted. Operations would be wound down and assets would be disposed of in the closing down period. If funding were to be continued at a lower level, depending on the level of funding and the availability of continued channel space, 'Olelo could substantially reduce its operations, which could include staff reduction, reduced hours, and even a smaller physical space. As it is too hypothetical to plan for every scenario that could occur, the Board has determined that it is most realistic at this point to maintain a "set aside" of funds and continue to watch carefully any trends or actions that could possibly lead to a termination of cable revenues. This is the extent to which 'Olelo has adopted a self sufficiency plan.

June 7, 1999

plans1fsuff.wpd

Watanabe Ing LLP
A Limited Liability Law Partnership

March 1, 2012

VIA HAND DELIVERY

Ms. Keali'i S. Lopez
Director
Department of Commerce & Consumer Affairs
King Kalakaua Building
335 Merchant Street, Room 101
Honolulu, Hawaii 96813

Re: 'Olelo Community Media's Responses to Oceanic Time Warner Cable's Request for Information

Dear Ms. Lopez:

This concerns 'Olelo Community Media's responses to intervenor Time Warner Entertainment Company, L.P. dba Oceanic Time Warner Cable's request for information and production of documents to 'Olelo served on January 27, 2012. For the following reasons, 'Olelo's February 3, 2012 responses are incomplete and deficient, and Oceanic requests that the Department of Commerce and Consumer Affairs order 'Olelo to supplement its responses no later than March 12, 2012.

As the DCCA is aware, Act 19, SLH 2011 exempts the designation of public access providers from the state procurement code. Act 19, however, provides for a written application or proposal from an applicant, a public hearing, intervention by interested parties, consideration by the Cable Advisory Committee and consideration of various factors, including the "suitability of the applicant" the "financial responsibility of the applicant," "any objections arising from the public hearing, the cable advisory committee, or elsewhere," and any "matters that the director deems appropriate under the circumstances." Cleary, the Legislature, in enacting Act 19, sought to ensure that the selection of a public access provider – while not subject to the detailed safeguards of the state procurement code – would nonetheless be subject to a fair, transparent and impartial process that would ensure that an applicant would be fully vetted, and the State would receive full and fair value from a competent provider.

At issue here is not only whether 'Olelo will be allowed to continue as Oahu's PEG access provider, but also, if 'Olelo is to continue in that role, what terms and conditions its contract with the DCCA will contain. Given the substantial financial resources provided by the State to 'Olelo through funds provided by Oceanic and its

subscribers (and 'Olelo's various representations in its application, as well as its limited responses to Oceanic's request for information thus far), Oceanic believes that it is critical that the DCCA require that 'Olelo be open and transparent about its finances, assets and operations so that the DCCA, along with the parties and the public can fully and fairly consider 'Olelo's request to continue as the Oahu public access provider.

Since 1989, 'Olelo has received approximately $96 million from Oceanic and its subscribers for operating and capital purposes, including over $78 million in access operating fees and $17 million in capital fund payments. In 2011 alone, 'Olelo received over $4.7 million in access operating fees from Oceanic's subscribers. For purposes of comparison, the amount received by 'Olelo for its operations as the public access provider on Oahu for 2011 was over $1.6 million more than Oceanic's subscribers provided to Hawaii Public Television statewide for the same year, and over $2.8 million more than Oceanic's subscribers provided to the DCCA for the administrative fee to assist in the Cable Television Division's operations for the same year.

'Olelo's application notes that as of year end 2010, 'Olelo held assets of $11.35 million, and had $2.9 million and $2.2 million in operating and capital reserves respectively. 'Olelo's assets include a building and leasehold improvements valued at over $7 million, which 'Olelo purchased through unrestricted funds provided by Oceanic subscribers, and which 'Olelo claims that it owns even if it is not awarded the contract to continue to be the public access provider on Oahu. Despite the substantial funds provided to 'Olelo and its operating and capital surpluses, 'Olelo's application indicates that it seeks additional funds in connection with a proposed ten year contract, and its preference is to receive (in addition to the operating funds it currently receives) amounts currently earmarked for the State's Inet fund (which amounted to $1.8 million in 2010).

Given the foregoing, as well as other aspects of 'Olelo's application, it is vitally important that the DCCA require 'Olelo to be fully transparent about its finances and operations so that the parties and the public can meaningfully participate in this proceeding and so that the DCCA has all the necessary information to fully and fairly evaluate whether 'Olelo is suitable to continue as the public access provider on Oahu, and if so, the terms and conditions under which 'Olelo may continue to operate. Despite seeking a ten year contract (with two consecutive five-year extensions) with the State, receiving over $96 million from Oceanic and its subscribers since 1989, holding substantial surpluses and assets (and seeking substantially more funds in its application), 'Olelo refused to provide basic information in response to Oceanic's requests that are highly relevant and material to the criteria that must be applied in evaluating 'Olelo's application. The categories of requests that 'Olelo failed to sufficiently respond to are summarized as follows:

1. ***Information regarding 'Olelo's tenants (Request for Information Nos. 13, 14, 15 and 16)***: 'Olelo refused to provide information regarding the square footage leased to the tenants in its building in Mapunpuna, the lease terms, the amount and percentage of capital funds that 'Olelo has used for the direct or indirect benefit of its tenants since 2005 and whether 'Olelo plans to use any capital funds from 2012 to 2017 for the direct or indirect benefit of its tenants. 'Olelo's refusal to disclose information about its tenants and how it has used funds (and plans to use funds) provided by Oceanic through the State is perplexing, since it directly relates to 'Olelo's financial responsibility in using funds provided by the State to improve areas of its own building for tenant (rather than public access) use and what revenues 'Olelo has received from such activities.

2. ***Information and documents relating to the arbitration proceeding involving 'Olelo regarding 'Olelo's PEG capital funding requests for 2012 to 2014 (Request for Information Nos. 18, 19 and 20; Request for Documents No. 2):*** 'Olelo fails to provide any reason whatsoever to support its burden to show that the documents that it has marked "confidential" in a proceeding involving capital funding (during a period that will be covered by the contract that it seeks here) are somehow "confidential, proprietary, and/or competitively sensitive [in] nature."

   The information is readily available to 'Olelo; indeed, some of it is already in Oceanic's possession. Yet, 'Olelo would have the DCCA refuse to allow it to be used in connection with its request to be afforded a new contract. Clearly the information is relevant – the same issues are present in this matter as were present in the arbitration. Among other things, the information is necessary to evaluate 'Olelo's financial responsibility and how it plans to use funds in the future. There is no other "competitor" to 'Olelo given that it is the only applicant being evaluated. The evidence in the arbitration hearing is now closed, so there is no danger of "intrud[ing] upon the arbitration process" as 'Olelo suggests. Finally, 'Olelo fails to note that the stipulated protective order it agreed to and entered in the arbitration proceeding expressly provides that either party may seek declassification of the documents. It was not essential during the arbitration that the information be publicly available; it is essential now, in this very

public proceeding which will determine the future of PEG access on Oahu for years to come.

Given the foregoing, 'Olelo's effort to withhold information from the DCCA and the public that is directly material and relevant to evaluating 'Olelo's financial responsibility and suitability to continue as the Oahu public access provider in this proceeding cannot be condoned and the DCCA should order such information to be produced.

3. ***Documents relating to 'Olelo's budgets and finances (Request for Documents Nos. 3, 4, 5, 6, 8, and 10):*** Despite receiving millions of dollars from Oceanic and its subscribers over the years and now requesting millions more, 'Olelo has refused to produce basic financial documents essential to evaluating how 'Olelo has spent that money and how it plans to spend millions more in the future.

'Olelo seeks to completely foreclose inquiry into its operating and capital budgets (even budgets, budget to actual results reports, and financial projections referenced and cited in the 2011 performance audit conducted by the DCCA), purchasing transaction registers that would show actual operating and capital expenditures made by 'Olelo, and documents to show what 'Olelo has done to raise funds from sources other than Oceanic or the State, as required by its own 1998 contract with the State.

Unquestionably, these documents are relevant to evaluating how 'Olelo has spent the money provided by Oceanic and its subscribers through the State in the past and how 'Olelo intends to spend such money in the future. In turn, such documents are directly and materially relevant to analyzing 'Olelo's financial responsibility, its suitability to continue to be the public access provider on Oahu, and if so, the terms and conditions of its contract. The information, which is readily available to 'Olelo, is necessary to fully evaluate these key factors mandated by Act 19.

'Olelo has not provided any information to sustain its burden to show that such basic financial information is "confidential," "proprietary" or "competitively sensitive". Moreover, as noted above, the evidence is closed in the capital payment arbitration, so the production of this material information will not affect the arbitration.

4. ***Documents relating to viewership of 'Olelo's channels from 2005 to 2010 (Request for Documents No. 9):*** 'Olelo refused to provide any documents relating to the viewership of its channels, which is relevant and material to establishing the "public need for the proposed service" under Act 19. In addition, the information is relevant to evaluating the financial responsibility of 'Olelo with respect to the use of Oceanic's subscriber's money for its proposed services. 'Olelo claims that Oceanic needs to provide 'Olelo with viewership information. Oceanic's request, however, seeks information that *'Olelo has* (including, but not limited to *'Olelo's* records and any surveys) describing or documenting viewership of 'Olelo's channels from 2005 to 2010. 'Olelo should be ordered to provide the information.

Oceanic's requests are straightforward and seek relevant and material information about factors that must be considered pursuant to Act 19, including 'Olelo's financial responsibility, its suitability to continue as the public access provider, and the public need for the proposed services. As the DCCA has recognized in granting Oceanic's request for intervention, Oceanic and its subscribers have a substantial interest in the outcome of the designation of the applicant as an access provider, and the foregoing information is necessary for Oceanic to analyze and comment on 'Olelo's application and representations in this proceeding. And the information will be essential to the DCCA's determinations in this matter. The public interest requires that these proceedings be fair, open and transparent. 'Olelo's efforts to block access to basic and relevant information to evaluate its own application is contrary to this policy and 'Olelo should be ordered by the DCCA to produce the foregoing information no later than March 12, 2012.

Thank you for your attention to the foregoing, and please contact us with any questions.

Very truly yours,

WATANABE ING LLP

BRIAN A. KANG

cc: Mr. Donn Yabusaki
Corianne Lau, Esq.
Oceanic Time Warner Cable

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March 8, 2012

VIA HAND-DELIVERY
Ms. Keali`i Lopez
Director
Department of Commerce and Consumer Affairs
King Kalakaua Building
335 Merchant Street, Room 101
Honolulu, Hawai`i 96813

Re: **Response to Time Warner Entertainment Company, L.P. dba Oceanic Time Warner Cable March 1, 2012 Request for Additional Information Concerning Application of `Ōlelo Community Media**

Dear Ms. Lopez:

As you know, this firm represents `Ōlelo Community Media ("`Ōlelo"). This addresses Brian Kang's March 1, 2012 letter sent on behalf of Time Warner Entertainment Company, L.P. dba Oceanic Time Warner Cable ("TWE") in relation to `Ōlelo's Application to Provide PEG Access Services for the people of O`ahu ("application").

TWE is not satisfied with `Ōlelo's response to its requests for information and documents purporting to relate to `Ōlelo's Application. The reality is that 'Ōlelo has proven to be very willing to share information that will help advance the understanding of its application to continue as Oahu's PEG operator. However, we are not inclined to have our client address questions that are not relevant to the application or that intend to revisit the issues involved in the arbitration over capital funding, which has not yet been decided.

We note that many of TWE's follow up questions either misunderstand `Ōlelo's earlier responses or portray `Ōlelo's interest in maintaining certain documents as confidential, as lacking in transparency. Nothing could be further from the truth. As detailed below, `Ōlelo is subject to strict reporting requirements to the Department of Commerce and Consumer Affairs ("DCCA") concerning its finances, assets and activities and its books are audited annually by third party auditors. In addition, `Ōlelo addressed in great detail, the requirements set forth in the DCCA's Guidelines to Designate PEG Access Organizations Pursuant to Act 19

(SLH 2011) ("Guidelines"), in `Ōlelo's application and its December 22, 2011 response to DCCA's first request for information.

I. `Ōlelo's Financial Support and Financial Capability

The operating and capital funding amounts `Ōlelo has received over the years to perform DCCA's PEG contract are set by TWE's franchise agreements and by DCCA.[1] TWE promised to fulfill community support obligations in the form of PEG Access support when it became the franchise holder. In return for the very favorable economic opportunities TWE has received and continues to receive under its franchise agreements, TWE is required to provide operating and capital funds that DCCA determines are needed to sustain the PEG Access Program.

`Ōlelo's assets and reserves are consistent with `Ōlelo's board's directives and best practices recommended for nonprofit organizations. `Ōlelo's capital reserves[2] ensure coverage for unexpected contingencies, such as catastrophic natural disasters ('Ōlelo's PEG channels include the designated Civil Defense channel), major equipment failure or the lack of funding received from TWE due to its refusal to offer any reasonable amounts for required capital funding. `Ōlelo's capital reserves may also be used to accommodate and adapt to technological changes that may unexpectedly arise in this era of rapid technological evolution.

As TWE's criticisms are related to DCCA's examination of `Ōlelo's "financial capability," required by the Guidelines, `Ōlelo urges DCCA as the governmental agency responsible for administering the PEG Access program, not to lose sight of the following two points:

(1) Although 'Ōlelo administers the access fee and capital funds, neither the funds nor the facilities and equipment purchased with the funds "belong" to 'Ōlelo. Under Section N of the current PEG Agreement (originally executed in 1998), 'Ōlelo is contractually obligated to relinquish and return any unexpended operational and capital funds and all facilities and

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[1] For the first time ever, `Ōlelo was required starting in November 2011, to arbitrate with TWE, to obtain capital funding to perform its contract with DCCA.

[2] TWE is well aware `Ōlelo's capital fund reserves as of January 17, 2012 was $1.48 million, far less than the $2.2 million TWE cites 'Ōlelo had as of December 31, 2010, particularly because `Ōlelo's expenditures of reserve funds were due to TWE's underfunding of `Ōlelo's capital requirements for 2011, due to its expensive mandatory migration from analog to digital equipment. In addition, 'Ōlelo's operating fund reserves as of January 17, 2012 are nearly $300,000 less than what it had as of December 31, 2010. Unfortunately `Ōlelo's operating reserves have decreased almost every year for the last eight years.

equipment to the DCCA upon termination or expiration of the PEG Agreement. To the extent ʻŌlelo can demonstrate it purchased any facilities or equipment with funds other than those distributed under the PEG Agreement, such facilities and equipment are subject to "appropriate appraisal and allocation agreed to by the Director and ʻŌlelo." Accordingly, ʻŌlelo is entitled only to return of its own funds by "allocation," and all funds and capital assets in ʻŌlelo's possession remain government property subject to the control of the DCCA Director.

(2) "Financial Capability" of the PEG Access provider refers to whether the applicant has been in a stable financial position, including with regard to maintaining its level of assets without incurring an appreciable amount of debt, similar to DCCA's examination of the franchise applicant. Therefore, ʻŌlelo's healthy financial condition should be viewed favorably in the context of whether it can operate effectively as the PEG Access provider.

II. ʻŌlelo's Tenants

TWE's focus on ʻŌlelo's tenants is a red herring because the issue is irrelevant to the designation of the next PEG provider. ʻŌlelo's actions to rent out space it does not use to renters, is a prudent use of the building and maximizes revenue to continue to serve the public and fulfill DCCA's requirements of providing PEG Access services.

Despite TWE's claims to the contrary, ʻŌlelo provided the exact amount of square footage leased by each of its tenants and the terms of the leases. All the rent received by ʻŌlelo is utilized for PEG Services to the community and is unfortunately, virtually offset by ʻŌlelo's payments in ground lease rents and the cost of common area maintenance. All rental income is publically disclosed in ʻŌlelo's filings with DCCA. ʻŌlelo does not disclose lease terms because it could place ʻŌlelo at a commercial disadvantage in any future lease negotiations.

III. ʻŌlelo's Confidential and Proprietary Documents: Budgets and Financial Information

TWE suggests ʻŌlelo's withholding of confidential operating and capital budgets is improper and lacks transparency. As the contracting agency charged with oversight, DCCA has the right to inspect all of ʻŌlelo's confidential documents. ʻŌlelo invites DCCA's confidential inspection of its operating and capital budgets and any other documents pertinent to this designation so it can be satisfied that ʻŌlelo's finances are in order.

In addition, ʻŌlelo submits audited financial statements, operational plans and budgets to DCCA annually. ʻŌlelo's 2010 Financial Audit by N&K CPAs was attached to ʻŌlelo's December 22, 2011 response to DCCA's request for information in connection with ʻŌlelo's application.

The capital and operating budget documents are required to be kept confidential, however, due to competitive and commercial reasons. `Ōlelo does not presume that it will be the designated PEG Access provider. If DCCA determines `Ōlelo will not receive the contract at this time and it wishes to reopen the competition to other applicants, any other organization wishing to compete for the designation will have access to `Ōlelo's proprietary internal information. Moreover, `Ōlelo's capital budgets contain competitive commercial pricing that `Ōlelo's potential vendors could use to manipulate or inflate pricing for equipment and facilities-related expenditures. For example, if a vendor sees that `Ōlelo has budgeted $100 to spend on a "widget," why would the vendor quote the widget price for `Ōlelo at less than $100?

In addition, TWE fails to note that it attempted numerous times in the arbitration proceeding (which has not resulted in any decision at this time), to "de-classify" `Ōlelo's confidential capital budgets to be able to use them outside the arbitration, and failed on each occasion. Thus, `Ōlelo's reasons for maintaining the confidentiality of its documents were valid in the arbitration and remain so today.

Additionally, 'Ōlelo is subjected to a thorough equipment inventory review by independent auditor Merina & Company, LLC, a third party hired by the DCCA to take inventory of 'Ōlelo's equipment each year. Quarterly reports are submitted to DCCA that detail `Ōlelo's activities. All revenue received by `Ōlelo from non-cable funding sources including tenant rents, is itemized and listed in the annual Executive Summary of `Ōlelo's activities.

IV. Viewership Numbers

TWE claims `Ōlelo must provide viewership numbers. `Ōlelo's viewership numbers are tracked by TWE, yet despite `Ōlelo's requests, TWE refuses to regularly report the numbers to `Ōlelo.

More importantly, however, the requirement under Act 19 that there be a "public need for the proposed service" relates to the public need for `Ōlelo's services to facilitate the exercise of free speech rights, not the number of viewers who watch the programs.

Commercial television's primary motivation is to generate revenue. To do this, the station must sell commercial time, the revenues for which are directly linked to the number of viewers that are watching their broadcasts. As a result, the station provides a limited volume of programming that can be broadcast to the largest number of viewers.

In contrast, a PEG access services organization measures its success by using community participation and the number of individuals using the PEG Access equipment and facilities. The

goal of PEG access is to fulfill the need for a free flow of ideas, information, concepts, and even ideologies. This unrestricted flow helps to educate and build the community and create a well informed public. This is accomplished by giving all sectors of the community and government reasonable access to the resources needed to present their views, information, and ideas to the community. As the PEG access organization, ʻŌlelo, is the facilitator that provides the training, equipment, and cable channel air time to the greatest member of individuals possible. Thus, PEG access resources are driven by community demand for these services rather than viewership.

As you know TWE was allowed to intervene in this proceeding over `Ōlelo's objections, which are renewed herein.[3] `Ōlelo requests that DCCA not lose sight of the public interest goals of PEG Access in considering what information is relevant to the application review process. DCCA must retain the authority to procure PEG Access services and should not allow any improper use of the state's legitimate inquiry in the designation of the PEG Access provider to further any entity's self interest.

For the above-referenced reasons, `Ōlelo urges you to deny TWE's request for additional information and documents.

Very truly yours,

Terry E. Thomason
Corianne W. Lau
Jessica Wong Lavarias

TET/CWL/JWL:clm

cc: Laureen Wong, Esq. (via email)
Brian Kang, Esq. (via email)

[3] "Intervention" as contemplated by Act 19, should be limited to interested competitors in a procurement who are seeking award of the PEG access contract. As such, TWE does not qualify to intervene in this proceeding.

NEIL ABERCROMBIE
GOVERNOR

BRIAN SCHATZ
LT. GOVERNOR

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KEALI'I S. LOPEZ
DIRECTOR

March 7, 2012

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Terry E. Thomason, Esq.
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Dear Messrs. Kang and Amemiya:

Re: Time Warner Entertainment Company, L.P.'s Request for Intervention in DCCA's Public Hearing on Olelo's Application for Designation as a PEG Access Organization

The Department of Commerce and Consumer Affairs ("**DCCA**") received Time Warner Entertainment Company, L.P.'s ("**TWE**") March 1, 2012 letter requesting that DCCA order 'Ōlelo Community Media's ("**'Ōlelo**") to produce certain information by March 12, 2012. According to its letter, TWE, through its Hawaii Division, Oceanic Time Warner Cable ("**Oceanic**"), represented that: (1) 'Ōlelo's February 3, 2012 responses ("**'Ōlelo's response**") to Oceanic's January 27, 2012 requests for information and production of documents ("**Oceanic's Information Request**") are incomplete and deficient; and (2) 'Ōlelo refused to provide basic information in response to Oceanic's requests for production of documents that are highly relevant and material to the criteria that must be applied in evaluating 'Ōlelo's October 25, 2011 Application to Provide Public Access Services ("**Application**").

On March 8, 2012, 'Ōlelo submitted a response to Oceanic's March 1, 2012 letter. 'Ōlelo argued that Oceanic misunderstood 'Ōlelo's earlier responses or incorrectly portrayed 'Ōlelo's interest in maintaining certain documents as confidential, as lacking in transparency.

After review and consideration of the submissions by Oceanic and 'Ōlelo on this matter, the DCCA determines that some of the information and documents requested by Oceanic may be relevant to DCCA (and Oceanic and the public) in reviewing 'Ōlelo's finances, assets, and operations in the PEG designation process.

Accordingly, pursuant to HRS section 440G-8.3(b) and DCCA's September 2, 2011 "Guidelines to Designate PEG Access Organizations Pursuant to Act 19 (SLH 2011)", DCCA addresses the requests for additional information and documents in Oceanic's March 1, 2012 letter as follows:

1. Information regarding 'Ōlelo's tenants (Request for Information Nos. 13, 14, 15, and 16) -

   DCCA believes that the requested information may be relevant because it pertains to Olelo's use of the funds provided by Oceanic to Olelo. In these information requests, it is alleged that Olelo may be using some of these funds for the benefit of its tenants in Olelo's building as opposed to purely PEG purposes. Because the requested information may demonstrate how Olelo uses its funds for PEG versus non-PEG purposes, DCCA orders Olelo to provide the information identified in Request for Information Nos. 13, 14, 15, and 16 to DCCA and Oceanic.

2. Information and documents relating to arbitration proceeding involving 'Ōlelo regarding 'Ōlelo's PEG capital funding requests for 2012 to 2014 (Request for Information Nos. 18, 19 and 20; Request for Documents No. 2, 4)

   DCCA is not a party to the arbitration proceeding and is not aware of the evidence and documents Oceanic and Olelo have submitted during the arbitration. In addition, DCCA does not know which types of information were discoverable and conversely, subject to confidentiality. Because the discovery phase has ended, the arbitration hearing has been concluded, and the parties are awaiting the arbitrator's decision, DCCA declines to address issues that may relate to and/or intrude upon the arbitration process.

3. Documents relating to Olelo's budgets and finances (Request for Documents Nos. 3, 4, 5, 6, 8, and 10)

   'Ōlelo claims that these budgets and/or transaction registers are confidential due to their proprietary, and/or competitively sensitive nature; however, Olelo does not sufficiently justify why this information is confidential, proprietary, or competitively sensitive. As Oceanic notes there are no other "competitors" to 'Ōlelo for designation as a PEG access organization on Oahu. 'Ōlelo has not demonstrated how the requested budget information will cause competitive harm. DCCA agrees that 'Ōlelo's detailed operating budgets and budgets to actual results are relevant to 'Ōlelo's past spending on services and how it intends to manage operating funds in the future if designated as an Oahu PEG access organization. Thus, DCCA orders Olelo to provide the information identified in Request for Documents Nos. 3, 4, 5, 6, and 8 to DCCA and Oceanic.

With respect to Request for Documents No. 8, (all purchasing transaction registers or similar documents describing all actual operating and capital expenditures from 2005 to the present), DCCA believes that this request may involve potentially thousands of entries and would be overly burdensome for 'Ōlelo to respond to.

With respect to Request for Documents No. 10 (all documents from 2005 to the present that relate or refer to any plans or efforts by Olelo to raise funds from sources other than Oceanic or the State of Hawaii), DCCA believes that the request information may be relevant because in a 2011 'Ōlelo audit, auditors Merina & Co. ("**Merina**"), determined that 'Ōlelo's use of its resources to pay for services had exceeded the available operating funds and that this practice could not continue for much longer. Merina recommended that either 'Ōlelo's spending had to be brought in line with its available resources, or its funding had to be increased. If 'Ōlelo's funding by the cable operators is capped and not increased, then 'Ōlelo's plans or efforts to raise outside funds are relevant if it is going to maintain the services described in its Application. Accordingly, DCCA orders Olelo to provide the information identified in Request for Documents No. 10 to DCCA and Oceanic.

4. Documents relating to viewership of Olelo's channels from 2005 to 2010 (Request for Documents No. 9)

'Ōlelo claims that its records are incomplete and may be inaccurate because Oceanic has not provided it with viewership information on a consistent basis. Nevertheless, despite the possible incomplete nature of these records, believes that the requested information pertains to the usage of Olelo's PEG services by the public. Thus, DCCA orders 'Ōlelo to provide the information identified in Request for Documents No. 9 to DCCA and Oceanic.

As you know, the public hearing on 'Ōlelo's Application is scheduled for March 29, 2012, at 6:00 p.m., at Washington Middle School. To ensure that DCCA, Oceanic, and the public have sufficient time to review the information and documents above, DCCA orders Olelo to provide the information and documents above by March 14, 2012.

If you have any questions on the above, please do not hesitate to contact Laureen Wong, CATV Staff Attorney at (808) 586-2620.

Sincerely,

Jo Ann Uchida
Acting Deputy Director

c: Donn Yabusaki, CATV
Department of the Attorney General

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March 15, 2012

VIA HAND-DELIVERY
Ms. Jo Ann Uchida
Acting Deputy Director
Department of Commerce and Consumer Affairs
King Kalakaua Building
335 Merchant Street, Room 101
Honolulu, Hawai`i 96813

Re: **Response to DCCA Letter dated March 7, 2012 Concerning Application of `Ōlelo Community Media**

Dear Ms. Uchida:

As you know, this firm represents `Ōlelo Community Media ("`Ōlelo"). This follows up our letter of March 8, 2012 and addresses your March 7, 2012 letter (received March 8, 2012) concerning information and documents requested further to `Ōlelo's Application to Provide PEG Access Services for the people of O`ahu ("Application").

Thank you for meeting with us on March 14 to clarify that `Ōlelo is not required to respond to document requests 4 and 8, and is not required to disclose any documents or information maintained as confidential pursuant to the Stipulation and Order Governing Confidentiality of Documents, filed on October 7, 2011 ("Stipulation") in the capital funding arbitration. We appreciate the extension to March 15, 2012 for the responses.

Without prejudice to its stated objections, and without conceding the documents are relevant to `Ōlelo's Application, `Ōlelo is willing to disclose documents to DCCA in response to your March 7 letter and in connection with `Ōlelo's Application. Some of the documents contain confidential commercial and financial information or information that is otherwise confidential and proprietary. Although `Ōlelo will disclose the confidential documents to DCCA for purposes of the Application, those documents must be withheld from public review, including review by Time Warner Entertainment Company, L.P. dba Oceanic Time Warner Cable ("TWE").

ʻŌlelo is entitled to maintain the confidentiality of the information contained in the documents because its disclosure would frustrate legitimate government functions under Hawaii Revised Statutes § 92F-13(3). The reasons for confidentiality are set forth in a letter to the Office of Information Practices, a copy of which has been furnished to DCCA. As ʻŌlelo is requesting a formal opinion from OIP to ensure the documents remain confidential, ʻŌlelo requests DCCA's assurance that the documents will not be disclosed to TWE or any member of the public, unless and until the issuance of an opinion from OIP states that disclosure is required.

Ōlelo intends to cooperate fully with DCCA as the agency charged with determining whether ʻŌlelo should be the designated PEG Access provider pursuant to "DCCA's Guidelines to Designate PEG Access Organizations Pursuant to Act 19 (SLH 2011)("Guidelines"). The designation should not be delegated to TWE or any other entity that may have its own agenda at odds with the public interest, such as to minimize funding for PEG Access activities. As DCCA is well-equipped to determine ʻŌlelo's "financial capability" to provide the PEG access services it requires, DCCA should ensure ʻŌlelo's confidential financial documents are protected from public disclosure under HRS 92F-13 and not used for purposes other than the designation.

ʻŌlelo also notes that the intervention of TWE is not allowed to unduly delay the public hearing that is scheduled in connection with the designation.[1] Therefore, ʻŌlelo's management will cooperate with DCCA to expedite any furnishing of information or documentation it requires to accomplish its review.

Please note that documents responsive to TWE's document requests No. 9 are not claimed to be confidential. As such, Ōlelo is producing all responsive documents under its custody and control that can be located within the available time frame and will supplement as needed.

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[1] "Upon a timely request, and at the discretion of DCCA, any interested person may be permitted to intervene in the public hearing, if that person has a substantial interest in the outcome of the designation of the applicant as a PEG access organization; provided that **no intervention shall be permitted if the intervention unduly delays the public hearing** or has been filed to harass, hinder, or prejudice the rights of an applicant as determined solely by DCCA. A person that is permitted to intervene shall only be allowed to intervene during the public hearing. The permitted intervening party shall be allowed to submit written questions about an application to the applicant prior to the public hearing, and reasonably request supporting and clarifying documentation on an application from the applicant." DCCA's Guidelines to Designate PEG Access Organizations Pursuant to Act 19 (SLH 2011) at p.3 (emphasis added).

In addition DCCA has revised document request No. 10 to require a summary of ʻŌlelo's efforts to obtain funding other than that derived from TWE or the State. That summary is not confidential and can be publically disclosed.

ʻŌlelo responds to TWE's requests for information Nos. 15 and 16 as follows:

ʻŌlelo holds title to the Mapunapuna building on behalf of DCCA pursuant to paragraph N of its 1998 agreement with DCCA. Under paragraph N, property purchased after December 1998 is subject to relinquishment to DCCA without payment to ʻŌlelo. Properties purchased prior to December 1998 are subject to appraisal and allocation of value to ʻŌlelo. There is an ongoing dispute as to which category the building belongs.

Under either category, the State has significant and/or undefined property interests in the building and all building improvement expenditures have been and will be made pursuant to ʻŌlelo's obligations to protect and preserve the State's property interest. See directive of then - DCCA Director Mark Recktenwald in his letter dated January 23, 2007. Therefore, all building related improvements have been at the direction and for the benefit of DCCA.

Please contact us if you have any questions.

Very truly yours,

Terry E. Thomason
Corianne W. Lau
Jessica Wong Lavarias

TET/CWL/JWL:clm

cc: Laureen Wong, Esq.
Brian Kang, Esq.

'Ōlelo's Response to DCCA's request for additional information and documents related to Jo Ann Uchida's letter dated March 7, 2012
March 15, 2012

DCCA Question/Request#	TWE's Original Question/Request#	Exhibit(s)
1. Information regarding 'Ōlelo's tenants (Request for Information No. 13)	13. Please identify all tenants that 'Ōlelo currently leases space to in its building at 1122 Mapunapuna Street, Honolulu, Hawaii 96819. For each tenant that 'Ōlelo leases space to within its building, please identify the location that each tenant occupies, the square footage of the leased space, and the lease terms (including, but not limited to, the lease rate and term of the lease).	• A • B • C • D
1. Information regarding 'Ōlelo's tenants (Request for Information No. 14)	14. Please state the amount of rental income from each tenant that 'Ōlelo has received for each of the years 2005 to 2011.	• Rental Income by Tenant
3. Documents relating to 'Ōlelo's budgets and finances (Request for Documents No. 6)	6. The October 2010 financial projection for operating (for fiscal years ending December 31, 2011 through 2015) and capital expenses (for fiscal years ending December 31, 2011 through 2018) referred to on P. 23 of the 2011 'Ōlelo Audit.	• 6a • 6b
3. Documents relating to 'Ōlelo's budgets and finances (Request for Documents No. 3)	3. All 'Ōlelo operating budgets (in the most detailed form kept by 'Ōlelo in its files and including, but not limited to, the "very detailed annual operating budgets" referred to on P.23 of the 2011 'Ōlelo Audit) for each of the years 2005 to 2017.	• 'Ōlelo's operating budgets from 2005 to 2011
3. Documents relating to 'Ōlelo's budgets and finances (Request for Documents No. 5)	5. All budget to actual results reports for each of the years 2005 to 2011, including, but not limited to, the "budget to actual results [reports] for fiscal years 2006 through 2010" referred to on p. 23 of the 2011 'Ōlelo Audit.	• 'Ōlelo's budget comparisons from 2005 to 2011
3. Documents relating to 'Ōlelo's budgets and finances (Request for Documents No.10)	10. All documents from 2005 to the present that relate or refer to any plans or efforts by 'Ōlelo to raise finds from sources other than Oceanic or the State of Hawaii.	• Summary of Request for Documents No. 10
4. Documents relating to viewership of 'Ōlelo's channels from 2005 to 2010 (Request for Documents No. 9)	9. All 'Ōlelo records (including, but not limited to surveys) describing or documenting viewership of 'Ōlelo's channels from 2005 to 2010.	• Needs Assessment for 'Ōlelo Community Television (Executive Summary, March 24, 2006 • Summary Analysis of Activities and Research Regarding 'Ōlelo Community Television • Ward Research Tracking Viewership of And

		Interest In Community Access Channels: WAVE VI, January 2006 • Tracking Viewership and Interest in Community Access Channels: Addition of FOCUS 49, November 2006 • Awareness and Perceived Value of 'Ōlelo Community Television Programming, May 2011

A

LEASE

THIS LEASE is made this 1st day of August, 1995, by and between 'ŌLELO: THE CORPORATION FOR COMMUNITY TELEVISION, a Hawaii corporation, whose address is 1122 Mapunapuna, Suite 100, Honolulu,

[redacted]

1. Premises.

1.1 Description of Premises. Landlord, for and in consideration of the rents, covenants and agreements reserved and contained in this Lease, and on the part of Tenant to be paid, observed and performed, does demise and lease to Tenant, and Tenant does lease from Landlord approximately 16,598 square feet of warehouse space located in the building (the "Building") located on the real property described in Exhibit "A", attached hereto and made a part hereof (the "Real Property"), hereinafter called the "Premises", and which configuration and location on the Real Property is depicted by cross-hatching on Exhibit "B".

1.2 Parking. Tenant will be entitled to use twenty-one (21) parking spaces during the term of this Lease subject to rules and regulations promulgated by Landlord, and any amendments or additions thereto. The parking charge is initially set at $30.00 per month per parking space, and Landlord reserves the right to adjust the parking charges in Landlord's sole discretion at any time after 30 days' prior written notice, but in no event more than one hundred five percent (105%) of the parking charges in effect in the immediately prior year. The parking charge shall be due and payable in advance at the same time and place as rent. The parking spaces shall be assigned by Landlord from time to time, however, Landlord shall exercise good faith reasonable efforts to maintain the contiguity of the Tenant's parking spaces.

1.3 Tenant Accepts the Premises "As Is", "Where Is". Tenant accepts the Premises in its condition existing as of the Lease commencement date in an "AS IS" "WHERE IS" condition, without any warranties or representations, expressed or implied by Landlord as to the condition thereof, except for (i) express warranties set forth in this Lease, and (ii) the improvements Landlord has agreed to construct for Tenant as described in Section 9.7 below.

1.4 Possession. Unless otherwise expressly agreed upon by the Landlord and Tenant, Landlord shall deliver to Tenant and Tenant shall have the

right to possess and occupy the Premises on the commencement date, and the right to such possession and occupancy shall continue to the expiration date unless and until Tenant shall be in default of any of the terms, covenants and/or conditions contained in this Lease and on the part of Tenant to be observed and performed.

2. Term. The term of this Lease shall be for a period of sixty-four (64) months, commencing on August 1, 1995, and terminating on November 30, 2000, unless sooner terminated as provided in this Lease, or extended pursuant to Tenant's option to extend the term of this Lease as set forth below.

2.1 Option to Extend Term. Tenant is given the option to extend the term of this Lease on all the provisions contained in this Lease, except for rent, for a period of sixty (60) months ("Extended Term") following expiration of the initial term (the "Option"). The Option to extend shall be exercised, if at all, by giving notice of exercise of the option ("Exercise Notice") to Landlord at least one hundred eighty (180) days but not more than two hundred forty (240) days before the expiration of the initial term. Once the Option is exercised, Tenant shall have no right to withdraw and/or rescind the exercise of said Option. Notwithstanding the foregoing, if an uncured event of default has occurred under this Lease (subject, however to normal cure periods as allowed by this Lease), prior to the delivery of the Exercise Notice, the Option shall be void and of no force or effect. Further, if an uncured event of default exists (subject, however to normal cure periods as allowed by this Lease) subsequent to the delivery of the Exercise Notice but prior to the commencement of the Extended Term, Landlord may accept or reject such Exercise Notice in its sole and absolute discretion. Tenant acknowledges and agrees that the Option is personal to Tenant, and may not be assigned or transferred, with or without its interest in this Lease, to any party other than Tenant's parent company or sister entities operating under the umbrella of Tenant's parent company.

2.2 Rent Set by Arbitration. If Tenant exercises its Option to extend the term of this Lease for the Extended Term then the rent for the Extended Term shall be adjusted to equal fair market rental for the Premises as of the date of the commencement of such Extended Term, pursuant to the procedures hereinafter set forth. As used herein, the term "fair market rental" means the rent rate per square foot being charged for other comparable warehouse space in the Mapunapuna area of Honolulu, taking into consideration the location of the Premises in relation to such other warehouse space, the rental market in such other locations compared to the rental market for the Premises, improvements or allowances provided, or to be provided, rental abatements, lease take-overs/assumptions, other forms or rental concessions, proposed terms of leases in light of the duration of the Extended Term, the extent of services and utilities provided, or to be provided, use limitations or restrictions, the time a particular lease or rental under consideration became or is to

become effective and any other relevant terms or conditions; provided, however, that in no event shall fair market rental be less than one hundred ten percent (110%) of the rent in effect immediately prior to the commencement of the Extended Term.

2.2.1 Landlord Notice of Fair Market Rental. Fair market rental as of the commencement of the Extended Term shall be determined by Landlord, with written notice thereof given to Tenant not later than two hundred forty (240) days prior to the date of commencement of the Extended Term, which information Tenant shall use in good faith in determining whether to exercise its Option. In the event Tenant disagrees with the fair market rental determined by Landlord, Tenant shall have the right to arbitrate the question pursuant to the provisions set forth below. Failure on the part of Tenant to demand arbitration within thirty (30) days after receipt of notice from Landlord of Landlord's determination of fair market rental shall bind Tenant to the fair market rental as determined by Landlord. Should Tenant elect to arbitrate, and if the arbitration is not concluded before the commencement of the Extended Term, Tenant shall pay rent to Landlord in an amount equal to the fair market rental set forth in Landlord's statement, until the fair market rental is determined. If the fair market rental as determined by arbitration differs from Landlord's figure, then any adjustment required to correct the amount previously paid by Tenant shall be made by payment by the appropriate party within thirty (30) days after such determination of fair market rental has been concluded.

2.2.2 Arbitration of Fair Market Rental. In the event Tenant disputes the amount determined by Landlord as fair market rental, Tenant may require the Landlord to submit the dispute to arbitration. The judgment or the award rendered in any such arbitration may be entered in any court having jurisdiction, and shall be final and binding between the parties, absent fraud or gross error. The arbitration shall be conducted and determined in the City of Honolulu, Hawaii, in accordance with the then prevailing rules of the American Arbitration Association, or its successors, for commercial disputes, except to the extent that the procedures mandated by such rules shall be modified as follows.

2.2.3 Tenant Demand. Tenant shall make demand for arbitration in writing within not more than thirty (30) days after service of Landlord's determination of fair market rental under Section 2.2.1. Tenant's notice shall specify the name and address of the person to act as the arbitrator on its behalf. If Tenant fails to make a timely and proper demand for such arbitration (including nomination of his arbitrator), then Landlord's determination shall be final and binding on the parties. If Tenant initiates arbitration, Landlord shall give notice to Tenant within thirty (30) days after receipt of Tenant's notice, specifying the name and address of the person designated by Landlord to act as arbitrator on its behalf. If Landlord fails to notify Tenant of the appointment of its arbitrator within or by the time above

specified, then the arbitrator appointed by Tenant shall be the sole arbitrator to determine the issue.

2.2.4 Procedure for Arbitration. In the event that the two (2) arbitrators are chosen pursuant to Section 2.2.3 above, such arbitrators shall meet within ten (10) business days after the second arbitrator is appointed and, if within ten (10) business days after such meeting the two arbitrators are unable to agree upon a determination of fair market rental, they, themselves, shall appoint a third arbitrator. In the event they are unable to agree upon such appointment within five (5) business days after expiration of such ten (10) day period, the third arbitrator shall be selected by the parties themselves, if they can agree thereon, within a further period of ten (10) business days. If the parties do not so agree, then either party, on behalf of both, may request appointment of the third (3rd) arbitrator by the American Arbitration Association, Honolulu office, and the other party shall not raise any objection as to such Association's power and jurisdiction to entertain the application and make the appointment.

2.2.5 Resolution Where No Prior Agreement. Where an issue cannot be resolved by agreement between the two (2) arbitrators selected by Landlord and Tenant, or settlement between the parties during the course of arbitration, the issue shall be resolved by the three (3) arbitrators in accordance with the following procedure. The arbitrator selected by each of the parties shall state in writing his determination of the fair market rental, supported by the reasons therefor, with counterpart copies to each party. The arbitrators shall arrange for a simultaneous exchange of such proposed resolutions. The third (3rd) arbitrator shall select which of the two (2) proposed resolutions most closely approximates his own determination of fair market rental; and the third (3rd) arbitrator shall have no right to propose a middle ground or any modification of either of the two (2) proposed resolutions. The resolution he chooses as most closely approximating his own determination shall constitute the decision of the arbitrators and be final and binding upon the parties, absent fraud or gross error. The arbitrators shall decide the issue within ten (10) days after the appointment of the third arbitrator in the manner herein specified.

2.2.6 Replacement of Arbitrator. In the event of a failure, refusal or inability of an arbitrator to act, his successor shall be appointed in the same manner as such arbitrator was first chosen hereunder. Any decision in which the arbitrator appointed by Tenant and the arbitrator appointed by the Landlord concur shall be binding and conclusive upon the parties, absent fraud or gross error. Each party shall pay the fee and expenses of its respective arbitrator and both parties shall share the fee and expenses of the third (3rd) arbitrator (including any witnesses or experts consulted by the third arbitrator), if any; and the attorneys' fees

and expenses of counsel for the respective parties and of witnesses shall be paid by the respective party engaging such counsel or calling such witnesses.

2.2.7 Evidence and Consultation; Qualifications of Arbitrators. The arbitrators shall have the right to consult experts and competent authorities with factual information or evidence pertaining to a determination of fair market rental, but any such consultation shall be made in the presence of both parties (or their representatives) with full right on their part to cross-examine. The arbitrators shall render their decision and award in writing with counterpart copies to each party. The arbitrators shall have no power to modify the provisions of this Lease. Each arbitrator designated or selected hereunder shall be qualified as a real estate appraiser familiar with rental of facilities similar to the Premises and of the rental market for such facilities and the Premises, who would qualify as an expert witness over objection to give opinion testimony addressed to the issue in a court of competent jurisdiction.

3. Rent. For each and every month during the term of this Lease, commencing on the first day of the month following the commencement date, Tenant shall pay to Landlord on or before the first day of that month, at Landlord's office or at any other place designated by Landlord, without deduction or offset, prior notice or demand, in lawful money of the United States of America, the following rental for the respective periods hereinafter set forth as follows:

August 1, 1995 through November 30, 1995 -- rent shall be abated;
December 1, 1995 through November 30, 1998 -- $14,938.20 per month;
December 1, 1998 through November 30, 2000 -- $16,432.02 per month.

Partial months at the commencement and termination of this Lease, as extended, shall be prorated on the basis of a thirty (30) day month. Tenant shall pay all other charges required by this Lease during August 1, 1995 through November 30, 1995, including but not limited to utilities, and its Pro Rata Share of real property taxes and Operating Costs. Landlord and Tenant agree that if Tenant incurs costs to install check meters for the Premises to monitor Tenant's electrical usage within the Premises as a part of its initial improvements pursuant to Section 9.6, Tenant shall receive an equivalent rent credit up to $6,000 against the rent due and payable December 1, 1995.

4. Real Property and Other Taxes.

4.1 Taxes and Assessments. Tenant shall pay to Landlord, within ten (10) days after receipt of billing, its Pro Rata Share of all real property taxes stated in the tax bill for the Real Property in which the Premises are included,

including any general or special assessments which may be levied upon or against the Real Property by any governmental authority, or which may be evidenced by improvement or other bonds. "Pro Rata Share" shall refer to a fraction, the numerator of which is the gross square footage of the Premises (excluding any mezzanine area within the Premises) and the denominator of which is the gross square footage of the improvements on the Real Property. Notwithstanding the preceding provisions of this Section 4.1, Tenant's Pro Rata Share of taxes may be calculated differently to yield a higher percentage share for Tenant in the event other tenants in the Building are exempt from real property taxes and/or assessments. In such case, the ratio used to calculate Tenant's Pro Rata Share of the real property taxes and/or assessments shall have as its denominator the gross square footage of tenants who are not exempt from real property taxes and/or assessments. Notwithstanding the preceding provisions of this Section 4.1, Tenant's Pro Rata Share of special assessments shall be that fraction allocable to the calendar year in question calculated by amortizing the cost over the reasonably useful life of such improvement, as determined by Landlord, with interest on the unamortized balance at the rate charged by the governmental authority imposing such special assessment.

4.2 General Excise Tax. Tenant shall pay to Landlord as additional rent, together with each payment of rent or any other payment required hereunder which is subject to the State of Hawaii general excise tax law, or as it may be amended, and all other similar taxes now or hereafter imposed on Landlord on the rent and other payments in the nature of a gross receipts tax, sales tax, privilege tax or the like (excluding Federal or State net income taxes or the like) whether imposed by the United States, State of Hawaii, any city or county government, or any other governmental entity or authority, an amount which, when added to such rent or other payment, shall yield to Landlord after deduction of all such tax payable by Landlord with respect to all such payments, a net income equal to that which Landlord would have realized for such payment had no such tax been imposed. The present tax so calculated is 4.167%.

4.3 Conveyance Tax. Tenant shall reimburse Landlord within five (5) days of Landlord's demand, for all conveyance taxes, if any, applicable to this Lease.

5. Peaceful Enjoyment. Upon payment by Tenant of the rent to Landlord and upon observance and performance of all the terms, covenants, conditions and agreements contained in this Lease and on the part of Tenant to be observed or performed, Tenant shall peaceably hold and enjoy the Premises during the term of this Lease without hindrance or interruption by Landlord or anyone lawfully or

equitably claiming by, through or under Landlord, except as may be expressly provided in this Lease.

6. Utilities.

6.1 Payment by Tenant. Tenant, from the time it first enters the Premises for the purpose of setting fixtures or other work, or from the commencement of this Lease, whichever date shall first occur, and throughout the term of this Lease, shall pay all charges, including connection fees, for water, heat, sewer, power, telephone services and any other utility supplied to or consumed in or on the Premises. Tenant shall place all refuse, garbage or trash in containers and locations approved by Landlord, including sorting this material into separate components as may be required by any governmental authority, and shall not allow any refuse, garbage or trash to accumulate outside of the Premises except on the day of scheduled trash pick-up services, and then only in areas designated as such according to the rules established for that purpose by Landlord. Landlord hereby consents to Tenant arranging for a garbage dumpster to be placed in the yard area adjacent to the Premises as depicted on Exhibit "B" (the "Yard Area"), for Tenant's exclusive use and at Tenant's sole cost and expense. Landlord shall not be responsible or liable for any interruption in utility services, nor shall such interruption affect the continuation or validity of this Lease.

6.2 Separate Meters. Landlord reserves the right to install or require Tenant to install, at Tenant's expense, separate meters for electrical power servicing the Premises. Tenant shall make payments, when due, directly to the utility involved for all separately metered utilities servicing the Premises. Landlord reserves the right to install or require Tenant to install, at Tenant's expense, check meters to monitor all electrical usage within the Premises. Tenant shall make payments directly to Landlord for power usage monitored by check meters rather than separate meters.

6.3 Joint Meters. If any utility services are not separately metered to Tenant, Tenant shall pay a proportion to be determined by Landlord of all charges jointly metered with other premises or occupants of the Building. All payments to Landlord in respect thereof shall be due within ten (10) days after receipt of the billing by Tenant.

7. Operation of Tenant's Business.

7.1 Use of Premises. Tenant agrees that the Premises shall be used for receipt, storage and distribution of Tenant's product line, other related products and related office use (but only in relationship to the warehouse activities), and for no other use. Tenant may also use the Premises for (i) receipt, storage and

distribution of product of Tenant's affiliated companies similar to Tenant's product line, and (ii) employee and private sales so long as such sales comply with all applicable laws, and does not interfere with the use or occupancy by Landlord or other tenants of the building. Tenant agrees to provide Landlord upon commencement of this Lease, and from time to time, with an accurate list of all of Tenant's affiliated companies using the Premises (this list shall be kept confidential by the Landlord). Tenant agrees that the Premises shall be used and occupied in a careful, safe and proper manner, that no trade or occupation which is noxious or which would result in any increase in the rate charged for insurance on the Premises shall be permitted therein and that no nuisance nor waste shall be committed or permitted upon, or any damage done to, the Premises. To the extent that Tenant's specific use of the Premises results in an increase in the rate charged for insurance on the Premises or Building, Tenant agrees that such increase shall be the sole cost and expense of Tenant.

7.2 Annoying or Injurious Conduct. No auction, fire or bankruptcy sales may be conducted in the Premises without the prior written consent of Landlord.

7.3 Rubbish. Tenant shall keep the Premises and loading dock in a clean, neat and sanitary condition and free from refuse, trash and dirt at all times. Tenant shall remove all refuse, trash or dirt caused by Tenant to be placed on adjoining sidewalks or walkways and loading areas.

7.4 No Waste or Strip. Tenant shall not make or suffer any strip or waste or any unlawful, improper or offensive use of the Premises or any part thereof nor overload the floors or any other parts of the Building. Further, Tenant shall not carry on, do or suffer to be carried on or done upon the Premises any acts, trade, practices or business which may damage the Building or the Premises or be or become a nuisance or menace to persons or property, and shall not do, permit or suffer to be carried on any activity, trade, practices or take or store upon the Premises objects or property which shall increase the rate of premiums for fire insurance upon the Building, the Premises or its contents.

7.5 Limitation on Type of Business. Tenant shall not permit any business to be operated in or from the Premises by any concessionaire, licensee or subtenant. Notwithstanding the foregoing, the Premises may be used by Tenant or Tenant's affiliated companies strictly in compliance with Section 7.1 hereinabove.

7.6 Improvements Required by Law. For all capital improvements to the Premises required by law or any governmental authority to be completed during the term of this Lease, Tenant shall make, build, maintain and repair such

improvements upon or adjoining or in connection with or for the use of the Premises or any part thereof. Tenant shall maintain and/or repair all improvements required by law or any governmental authority to be maintained or repaired upon or adjoining or in connection with or for the use of the Premises or any part thereof. Notwithstanding the preceding provisions of this Section 7.6, Tenant's cost of all capital improvements to the Premises required by law shall be limited to the amortized annual cost over the reasonably useful life of such improvement, as determined by Landlord, with interest on the unamortized balance at the lower of twelve percent (12%) per annum or the rate charged by the governmental authority imposing such capital improvement requirement, for the term of this Lease.

7.7 Observance of Laws. Tenant shall, at Tenant's sole cost and expense, at all times during the term keep the Premises in good order and a strictly sanitary condition and observe and comply with all laws, ordinances, rules and regulations now or hereafter made by any governmental authority for the time being applicable to the Premises or any improvement thereon or use thereof. If Landlord receives oral or written notice from a municipal, county, state or federal authority of infractions of law or a failure to meet any requirements of such an authority and informs Tenant in writing of same, or Tenant receives notice directly from such municipal, county, state or federal authority of infractions of law or a failure to meet any requirements of such an authority, and Tenant refuses or neglects to take proper corrective action, Landlord may, in its sole discretion and upon reasonable notice, enter the Premises and take any action necessary to eliminate the infractions or to achieve compliance with such requirements on Tenant's behalf, without liability to Tenant for any loss or damage which may result to Tenant's business by reason thereof. Upon Landlord's presentation to Tenant of the bill for the work (including, without limitation, the materials used in performing it) done by Landlord in order to eliminate such infractions or to achieve such compliance, Tenant shall pay to Landlord, as additional rent, the costs incurred by Landlord in performing such work. The bill shall include a markup of fifteen percent (15%) on such costs to cover Landlord's overhead, plus general excise tax on the markup. Notwithstanding the foregoing, so long as Tenant has commenced the cure of such infractions of law or deficiencies within ten (10) days of such notice, and diligently pursues cure of such infractions of law or deficiencies, Landlord may not take any action to achieve compliance with such requirements on Tenant's behalf, and Tenant shall not be deemed in default for so long as it is diligently pursuing compliance with such requirements.

7.8 Yard Area of the Premises. Landlord, at Landlord's sole expense, shall install a pad-lock locking chain-link type swinging gate with hardened steel security lock at the entrance to the Yard Area. Landlord shall provide Tenant with three (3) keys for said lock and shall retain a key for Landlord's access to only

the parking spaces in the Yard Area in excess of Tenant's parking spaces. Landlord and Tenant agree that the gate shall be left unlocked and opened Monday through Friday from 7:00 AM to 11:00 PM only, and that Landlord shall be responsible to lock the gate at or before 11:00 PM. At all other times the gate shall be locked except that Tenant can lock and unlock the gate as needed. Landlord and Tenant may duplicate keys and distributed them internally as each party shall deem necessary and prudent, and both parties agree to restrict the number of keys and the individuals to whom keys are issued in a sincere effort to protect the legitimate security interests of both Landlord and Tenant. Tenant shall have exclusive use of the loading dock located in the Yard Area, and Landlord guarantees Tenant's access to the loading dock at all times, subject however to force majeure events. Notwithstanding the foregoing, Tenant acknowledges that the Yard Area is a part of the Common Area, and subject to non-exclusive use by Tenant, use by other tenants of the Building, and subject to management and control by Landlord with other Common Areas.

7.9 No Liens or Encumbrances. Tenant shall not commit nor suffer any act or neglect whereby the Premises or Real Property, or the interest of Landlord in the Premises or Real Property shall, at any time during the term, become subject to any attachment, judgment, lien, charge or encumbrance whatsoever, and shall indemnify and hold harmless Landlord against all such attachments, judgments, liens, charges and encumbrances on the Premises or Real Property, or the interest of Landlord therein and from all costs and expenses arising or resulting therefrom, including a reasonable attorney's fee, it being expressly understood and agreed that Tenant shall have no authority, express or implied, to create or suffer to be imposed any lien, charge or encumbrance upon the Premises or Real Property or upon the interest of Landlord therein. Tenant at its sole cost shall have the right, at any time, to contest in good faith any attachment, judgment, lien, charge or encumbrance whatsoever (the "Lien") by a third party, the assertion of which would constitute a breach of this Section. If Tenant contests such Lien, the failure on Tenant's part to pay the Lien shall not constitute a default as long as Tenant complies with the provisions of this Section. Landlord shall not be required to join in any proceeding or contest brought by Tenant unless the provisions of any law require that the proceeding or contest be brought by or in the name of Landlord or any owner of the Premises or Real Property. In that case, Landlord shall join in the proceeding or contest or permit it to be brought in Landlord's name as long as Landlord is not required to bear any cost. Tenant, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered, together with all costs, charges, interest and penalties incidental to the decision or judgment. Notwithstanding anything contained herein to the contrary, Tenant agrees to pay all costs and expenses of Landlord, including reasonable attorneys fees, if Landlord in its reasonable judgment, determines that it must participate in any

proceeding or contest to protect against a result which would be prejudicial or detrimental to Landlord.

7.10 Inspection of Premises. Tenant shall permit Landlord and Landlord's agents at all reasonable times during the term to enter the Premises to examine the state of repair and condition thereof.

7.11 Prohibited Uses. Tenant shall not use the Premises for the purpose of storing junk, scrap or other offensive materials or hazardous materials (as hereafter defined); shall not make or suffer any strip or waste or unlawful, improper, offensive or hazardous use of the Premises; shall not commit or permit the commission of any nuisance on the Premises; shall not sell, store or permit to be kept, used or sold in or about the Premises any article which may be prohibited by any policy or policies of any insurance applicable to the Premises; and shall not use or permit the Premises to be used in any manner or for any purpose which will increase the then existing rate of insurance or cause the cancellation of any insurance coverage, and any increase in premiums, surcharges or damages resulting from such prohibited or unpermitted use shall be paid by Tenant to Landlord.

7.12 Hazardous Materials.

7.12.1 Hazardous Materials Defined. As used herein, the term "Hazardous Materials" shall mean (i) any hazardous or toxic wastes, materials or substances" and any other pollutants or contaminants, which are or may become regulated by any applicable local, state or federal laws, including but not limited to, 33 U.S.C. Section 1251 et seq., 42 U.S.C. Section 6901 et seq., 42 U.S.C. Section 7401 et seq., 42 U.S.C. Section 9601 et seq., and the Hawaii Environmental Quality Controls, Chapter 342, Hawaii Revised Statutes, or any successor(s) thereto (collectively "Environmental Laws") ; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyls; and (v) radioactive materials.

7.12.2 Use, etc., of Hazardous Materials. Tenant agrees that during the term of this Lease, there shall be no use, presence, disposal, storage, generation (collectively "Hazardous Use"), or intentional Release, as defined in 42 U.S.C. Section 9601 (22), or any successor(s) thereto, or threatened Release of Hazardous Materials on, from or under the Premises except to the extent that, and in accordance with such conditions as, Landlord may have previously approved in writing. It is further agreed that Tenant shall be entitled to use and store only those Hazardous Materials which are necessary for Tenant's business, provided that such usage and storage is in full compliance with Environmental Laws, and all judicial and administrative decisions pertaining thereto. Tenant shall not be entitled to install any

tanks under, on or about the Premises for the storage of Hazardous Materials without the express written consent of Landlord, which may be given or withheld in Landlord's sole arbitrary judgment. For the purposes of this Section, the terms Hazardous Use and Release shall include Hazardous Use(s) and/or Release(s) of Hazardous Materials on, from or under the Premises by any and all lessees, occupants, and/or users of the Premises (except Landlord), whether known or unknown to Tenant, and whether occurring and/or existing during or prior to the commencement of the term of this Lease.

7.12.3 Hazardous Materials Report; When Required. Tenant shall submit to Landlord a written report with respect to Hazardous Materials ("Report") in the form hereinafter prescribed, at any time, within ten (10) days after written request by Landlord, if Landlord has a reasonable basis to suspect Hazardous Materials on the Premises or a violation of this Section 7.12. The Report shall contain, without limitation, the following information:

(1) Whether on the date of the Report and (if applicable) during the period since the last Report there has been any Hazardous Use on, from or under the Premises.

(2) If there was such Hazardous Use, the exact identity of the Hazardous Materials, the dates upon which such materials were brought upon the Premises, the dates upon which the Hazardous Materials were removed therefrom, and the quantity, location, use and purpose thereof.

(3) If there was such Hazardous Use, any governmental permits maintained by Tenant with respect to such Hazardous Materials, the issuing agency, original date of issue, renewal dates (if any) and expiration date. Copies of any such permits and applications therefor shall be attached.

(4) If there was such Hazardous Use, any governmental reporting or inspection requirements with respect to such Hazardous Materials, the governmental agency to which reports are made and/or which conducts inspections, and the dates of all such reports and/or inspections (if applicable) since the last Report. Copies of any such Reports shall be attached.

(5) If there was such Hazardous Use, identification of any operation or business plan prepared for any government agency with respect to Hazardous Use.

(6) Any liability insurance carried by Tenant with respect to Hazardous Materials, the insurer, policy number, date of issue, coverage amounts, and date of expiration. Copies of any such policies or certificates of coverage shall be attached.

(7) Any notices of violation of Environmental Laws, written or oral, received by Tenant from any governmental agency since the last Report, the date, name of agency, and description of violation. Copies of any such written notices shall be attached.

(8) Such other pertinent information or documents as are requested by Landlord in writing.

7.12.4 Release of Hazardous Materials: Notification and Cleanup. If at any time during the term of this Lease Tenant knows or believes that any Release of any Hazardous Materials has come or will come to be located upon, about, or beneath the Premises, then Tenant shall, as soon as reasonably possible, either prior to the Release or following the discovery thereof by Tenant, give verbal and follow-up written notice of that condition to Landlord. Tenant covenants to investigate, clean up and otherwise remediate any Release of Hazardous Materials at Tenant's cost and expense; such investigation, clean up and remediation shall be performed only after Tenant has obtained Landlord's written consent, which shall not be unreasonably withheld; provided, however, that Tenant shall be entitled to respond immediately to an emergency without first obtaining Landlord's written consent. All clean up and remediation shall be done to the reasonable satisfaction of Landlord.

7.12.5 Inspection and Testing by Landlord. Landlord shall have the right at all times during the term of this Lease to (i) inspect the Premises, and to (ii) conduct tests and investigations to determine whether Tenant is in compliance with the provisions of this Section 7.12. Except in case of emergency, Landlord shall give reasonable notice to Tenant before conducting any inspections, tests, or investigations. The cost of all such inspections, tests and investigations shall be borne by Tenant, if Landlord has a reasonable basis in fact to suspect Hazardous Materials located in the Premises and reasonably believes such tests to be necessary. Neither any action nor inaction on the part of Landlord pursuant to this Section 7.12 shall be deemed in any way to release Tenant from, or in any way modify or alter, Tenant's responsibilities, obligations, and/or liabilities incurred pursuant to this Section 7.12.

7.12.6 Indemnity. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages,

penalties, fines, liabilities, losses, suits, administrative proceedings and costs (including, but not limited to, attorneys' and consultants' fees) arising from or related to Hazardous Use or Release of Hazardous Materials on or about the Premises caused by the acts or omissions of any persons or entities whatsoever (except Landlord), whether related or unrelated to Tenant. Tenant's obligations hereunder shall survive the termination of this Lease. Notwithstanding anything contained herein to the contrary, Tenant's indemnification of Landlord shall not extend to any Hazardous Materials existing on or about the Premises prior to Tenant's entry onto the Premises.

7.12.7 Landlord's Representation and Indemnity. Landlord represents to Tenant, to the best of Landlord's knowledge, that no enforcement, cleanup, remedial, removal, or other governmental or regulatory action have been instituted, completed or threatened pursuant to Environmental Laws affecting the Real Property and no claims have been made or are threatened by any third party against Landlord or the Real Property relating to damages or injury resulting from Hazardous Materials on the Real Property. Landlord assures Tenant that the Premises shall be delivered to Tenant on the commencement date of this Lease, free of asbestos and/or any other Hazardous Materials, and Landlord will indemnify and hold Tenant harmless for all Hazardous Materials existing on the Real Property prior to Tenant's occupancy of the Premises.

8. Maintenance and Repairs.

8.1 Obligations of Landlord and Tenant. Tenant shall, at its sole cost and expense, keep and maintain the Premises and appurtenances, and every part thereof in good and sanitary order, condition and repair, including all necessary replacements. Notwithstanding the foregoing, Landlord shall perform all necessary repairs, maintenance and replacement of the foundation, roof and structural parts of the Building. Landlord shall have full rights of access to the Premises, at all times and from time to time, without liability to Tenant for disruption of its business or operations, to perform all necessary repairs, maintenance and replacement of the foundation, roof and structural parts of the Building, and/or any air conditioning, electrical, security, plumbing or other mechanical systems servicing parts of the Building and/or other tenant spaces within the Building. Tenant shall, at its sole cost and expense, keep and maintain all utilities, fixtures and mechanical equipment used by Tenant in good order, condition and repair. Tenant shall repair and make good all defects required by the terms of this Lease to be repaired and made good by Tenant within thirty (30) days after the giving of written notice by Landlord or Landlord's agents. If Tenant shall refuse or neglect to commence and complete such repairs within the period, Landlord may make such repairs or cause the same to be made, without responsibility or liability to Tenant for any inconvenience, interruption, loss or

damage that may be caused to the property or business of Tenant by reason thereof, and Tenant shall forthwith pay to Landlord upon demand by the latter of the cost of repairs thereof with a markup of fifteen percent (15%) on the cost to cover Landlord's overhead. Notwithstanding the foregoing, so long as Tenant has commenced the cure of such repairs within ten (10) days of Landlord's written notice, and diligently pursues cure of such repairs or deficiencies, Landlord may not take any action to repair on Tenant's behalf, and Tenant shall not be deemed in default for so long as it is diligently pursuing the cure of such repairs.

8.2 Air Conditioning System. Tenant shall maintain, at its sole cost and expense, the air conditioning system for the Premises. Tenant shall procure and maintain in effect a service contract for regular maintenance, at least monthly, of the air conditioning system with a service company acceptable to Landlord, at Tenant's expense. Evidence of such a service contract will be provided to Landlord upon its request. In the event the air conditioning package, or the component parts thereof, located on the roof of the Building servicing the Premises must be replaced during the term of the Lease, as determined by an independent air conditioning company and verified by Landlord, Landlord shall, at Landlord's sole cost and expense, replace such air conditioning package located on the roof of the Building, or its component parts. Landlord's agreement to replace such air conditioning package, or the component parts thereof, is limited solely to the air conditioning package (and the component parts thereof) located on the roof of the Building servicing the Premises. Landlord's obligation to replace is also limited to such expenditures which qualify as a "capital expenditure" under generally accepted accounting principles. The air-conditioning system for the Premises shall be delivered to Tenant in working order consistent with its age.

8.3 Definition of Common Areas. The term "Common Areas" as used in this Lease means all areas and facilities of the Real Property, outside the Premises that are provided and designated by Landlord or otherwise provided or designated from time to time for the general use and convenience of Tenant and of other tenants having the common use of such areas, and their respective authorized representatives and invitees. Common Areas may include, without limitation, any driveways, parking areas, public restrooms and other public areas, common trash areas and facilities, bicycle storage, stairways, elevators and landscaped areas, storage and maintenance areas and facilities for the operation of the building, and sidewalks and walkways (whether any of such sidewalks and walkways are within or without the boundaries of the Real Property). The Common Areas and the designations and location of Common Areas are tentative and Landlord reserves the right in its absolute discretion to make alterations, deletions and additions thereto from time to time.

8.4 Rights and Duties of Landlord. Landlord shall, in a manner it deems proper in its opinion, maintain the Common Areas, establish and enforce reasonable rules and regulations concerning such areas, close any of the Common Areas to whatever extent required in the opinion of Landlord's counsel to prevent a dedication of any of the Common Areas or the accrual of any rights of any person or of the public to the Common Areas, close temporarily any of the Common Areas for maintenance purposes, and make changes to the Common Areas, including, without limitation, changes in the location of driveways, entrances, exits, vehicular parking spaces, parking area, the designation of areas for the exclusive use of others, the direction of the flow of traffic or construction of additional buildings thereupon. Tenant hereby acknowledges that Landlord is under no obligation to provide security for the Common Areas, but may do so at its option, in which event the cost thereof shall be included in Operating Costs (as defined in Section 8.6). Access, parking and other Common Areas shall be subject to such rules and regulations and determinations and designations as Landlord may establish, or as may be established by said reciprocal or other easement agreements from time to time.

8.5 Payment by Tenant. Tenant's Pro Rata Share, as such term is defined in Section 4.1, is 37.3% at the inception of this Lease, subject to modification as set forth herein. Tenant shall pay to Landlord as additional rent, its Pro Rata Share of Operating Costs as hereinafter defined, together with general excise tax thereon within ten (10) days of receiving a bill therefor from Landlord, but no more frequently than monthly. Landlord may bill Tenant estimated charges in accordance with Section 8.7. Notwithstanding the preceding provisions of this Section 8.5, Tenant's proportionate share as to certain expenses included in Common Area Costs may be calculated differently to yield a higher percentage share for Tenant as to certain expenses in the event other tenants are permitted to incur such expenses directly rather than have Landlord incur the expense in common for the Building. In such case, the ratio used to calculate Tenant's proportionate share of the applicable expense shall have as its denominator the gross square footage of tenants who have not incurred such expense directly. In any case where Tenant, with Landlord's consent, incurs such expenses directly, Tenant's proportionate share of Common Area Costs will be calculated specially so that expenses of the same character which are incurred by Landlord for the benefit of other tenants in the improvements shall not be prorated to Tenant. Nothing herein shall imply that Landlord will permit Tenant or any other tenant of the improvements to incur Common Areas Costs. Any such permission shall be in the sole discretion of Landlord, which Landlord may grant, withhold or rescind in its arbitrary judgment.

8.6 Definition of Operating Costs. "Operating Costs" means all sums (including "Capital Costs" as hereinafter defined and to the extent stated herein) expended by Landlord, including payments for the management, supervision,

maintenance, repair, replacement and operation of the Common Areas and assessments and other charges assessed against the Real Property, as well as liability insurance premiums and any property insurance premiums for insurance on the Building or the Common Areas, security services, plus Landlord's actual administrative costs but not in excess of ten percent (10%) of such sums. Capital Costs are defined as those expenditures which do not normally recur more frequently than at five (5) year intervals in the normal course of operation and maintenance of the Real Property. Notwithstanding anything above which may be to the contrary, Common Area Costs shall also include a portion of all Capital Costs, representing any costs of capital improvements made by Landlord to the Building or Real Property for the purpose of reducing recurring expenses or utility costs and from which Tenant can expect a reasonable benefit, or that are required by governmental law, ordinance, regulation or mandate not applicable to the Building at the time of the original construction. The portion of Capital Costs to be included each year in Common Area Costs shall be that fraction allocable to the calendar year in question calculated by amortizing the cost over the reasonably useful life of such improvement, as determined by Landlord, with interest on the unamortized balance at twelve percent (12%) per annum or such higher rate as may have been paid by Landlord for funds borrowed for the purpose of constructing such improvements, but in no event to exceed the highest rate permissible by law. Notwithstanding the foregoing, anything contained in this Lease to the contrary, Landlord agrees that Tenant shall have no liability for any Capital Costs which result from Landlord's special use or occupancy of the Real Property. Landlord represents to Tenant that at commencement of this Lease, Landlord has no plans for capital improvements to the Building or Real Property.

8.7 Estimated Payments. Landlord shall have the right, at its option, to estimate Tenant's Pro Rata Share of Operating Costs due in the future from Tenant and to collect from Tenant on a monthly or quarterly basis, as Landlord may elect, the amount of Tenant's estimated Pro Rata Share of such costs. Landlord shall provide Tenant with a reconciliation of Tenant's account at least annually within one hundred twenty (120) days after the lapse of each calendar year, and, if such reconciliation shall indicate that Tenant's account is insufficient to satisfy Tenant's Pro Rata Share of Operating Costs for the period estimated, Tenant shall immediately pay to Landlord any deficiency. Any excess indicated by the reconciliation shall be credited to Tenant's account to reduce the estimated payments for the next ensuing period. Landlord shall provide to Tenant upon Tenant's request, not more than once per calendar year, a breakdown of all Operating Expenses. Landlord shall, upon Tenant's request, supply Tenant with copies of any back-up material for any item of Operating Expenses disputed by Tenant. Tenant shall reimburse Landlord for Landlord's reasonable cost of copies.

9. Alterations, Improvements, Fixtures and Signs.

9.1 Alterations and Additions. Tenant shall not remodel, replace or make any alterations, additions or improvements to the Premises without first obtaining the written approval of Landlord. Tenant shall, prior to the commencement of such work, furnish to Landlord written evidence reasonably satisfactory to Landlord that Tenant has or is entitled to sufficient funding in a total sum not less than an amount equal to the total estimated cost of such construction, which evidence, at Landlord's reasonable election, shall include written evidence of a construction loan or other agreement providing for the orderly disbursement of funds ratably according to the work completed, less only a reasonable retainage.

9.2 Requirements for Alterations. Any alterations, additions or installations performed by Tenant (hereinafter collectively "alterations") shall be subject to strict conformity with the following requirements:

(1) All alterations shall be at the sole cost and expense of Tenant;

(2) Prior to commencement of any work of alteration, Tenant shall submit detailed plans and specifications prepared by a licensed architect and if applicable, licensed engineer, including working drawings (hereinafter referred to as "Plans") of the proposed alterations, which shall be subject to the reasonable consent of Landlord, and Tenant shall pay to Landlord, Landlord's reasonable cost in connection with Landlord's consent, including the fees of Landlord's consultants. Within fourteen (14) calendar days after receipt thereof Landlord shall either approve the Plans or provide Tenant with a detailed explanation of the reasons for disapproval. If Landlord fails to approve or disapprove the Plans within such fourteen (14) day period, the Plans shall be deemed approved;

(3) No alterations shall be commenced without Tenant having previously obtained all appropriate permits and approvals required by and of governmental agencies;

(4) All alterations shall be performed in a skillful and workmanlike manner by a licensed contractor, consistent with the best practices and standards of the construction industry, equal to or better than building standard, and pursued with diligence in accordance with the Plans previously approved by Landlord and in full accord with all applicable laws and ordinances, including, but not limited to the Americans with Disabilities Act, unless compliance is waived by the appropriate governmental authority. All

material, equipment and articles incorporated in the alterations are to be new and of recent manufacture and of the most suitable grade for the purpose intended;

(5) Tenant must obtain the prior written approval from Landlord for Tenant's contractor prior to commencement of the work. Tenant's contractor shall maintain all of the insurance reasonably required by Landlord, including without limitation, commercial general liability, workers' compensation, builders' risk insurance and course of construction insurance;

(6) The alterations must be performed in a manner such that they will not interfere with the quiet enjoyment of the other tenants in the Building.

9.3 Signs. Tenant shall not damage or deface the Premises, shall not drill holes in the Building or place thereon any signs, placards, blinds or awnings, and shall not paint any portion of the Premises without first obtaining the written consent and approval of Landlord.

9.4 Performance and Payment Bond. Upon Landlord's request, Tenant shall, prior to the commencement of construction of any alterations, additions or improvements costing in excess of Fifty Thousand Dollars ($50,000.00), furnish to Landlord written evidence reasonably satisfactory to Landlord that Tenant has on deposit in a financial institution or is entitled to sufficient funding in a total sum not less than an amount equal to the total estimated cost of such construction, which evidence, at Landlord's reasonable election, shall include written evidence of a construction loan or other agreement providing for the orderly disbursement of funds ratably according to the work completed, less only a reasonable retainage. If Tenant or its contractor has procured a performance and payment bond for construction of any alterations, additions or improvements, such performance and payment bond shall name Landlord as an obligee. Upon compliance by Tenant with the requirements and upon obtaining the written consent of Landlord, Tenant may commence the new construction. Without limiting other provisions contained herein concerning liability insurance, Tenant shall carry adequate insurance to cover liability for personal injury or property damage during progress of the work.

9.5 Liens. Tenant shall keep the Premises and the Real Property free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. In the event a mechanic's or other lien is filed against the Premises or the Real Property as a result of a claim arising through Tenant, Landlord may demand that Tenant furnish to Landlord and Ground Lessor (as hereinafter defined) and any lender providing funds to Landlord in connection

with the Real Property, a surety bond satisfactory to Landlord in an amount equal to at least one hundred fifty percent (150%) of the amount of the contested lien, claim or demand, indemnifying Landlord and any such lender against liability for the same and holding the Premises free from the effect of such lien, claim or demand, or Landlord may demand, and Tenant shall furnish whatever bond that is then required by Hawaii law to remove the mechanic's or materialman's lien from the Premises and/or Real Property, or any interest therein. Such bond must be posted within ten (10) days following notice from Landlord. In addition, Landlord may require Tenant to pay Landlord's and any such lender's attorneys' fees and costs in participating in any action to foreclose such lien if Landlord and any such lender shall decide it is to its best interest to do so. Landlord or any such lender may pay the claim prior to the enforcement thereof, in which event Tenant shall reimburse Landlord and/or such lender, as applicable, in full, including attorneys' fees, for any such expense with the next due rental.

9.6 Initial Improvements by Tenant. Subject to compliance with the other provisions of this Section 9, Landlord agrees that Tenant may construct (i) approximately 1,200 square feet of office space, (ii) approximately 660 square feet of lunch room space, and (iii) one shower stall within the Premises, along with electrical meter(s), related equipment, light fixtures, conduit, and all other electrical devices and plumbing and sewer pipes and fixtures and items related to the improvements described in (i), (ii) or (iii). Tenant may utilize the existing frames on the roof for air conditioning if approved by Landlord's engineering consultant.

9.7 Initial Improvements by Landlord. Landlord, at its sole cost and expense, shall deliver the Premises to Tenant with the following improvements:

(1) The Premises shall be delivered in "broom clean" condition with all doors and the roll-up door, all lighting systems and light fixtures, all plumbing and sewer systems and fixtures, and all electrical systems, outlets, panel boxes and other fixtures, if any, in "easy operating condition" consistent with their age.

(2) The Premises shall be delivered without the ceiling tiles and lighting fixtures in the warehouse offices and restrooms within the Premises, and Landlord will make available to Tenant fluorescent light fixtures for Tenant's installation and use.

(3) The roof and all rain gutters over the Premises shall be delivered in a leak free condition.

(4) The "metal-paneled" portion of the chill box located at the Mauka-Ewa corner of the warehouse area of the Premises shall be disassembled and removed from the Premises, together with all electrical and lighting wiring and fixtures in a workman-like fashion. The air-conditioning system and ducts within said "metal-paneled" portion of the chill box shall remain intact in so far as possible. If it is not possible to conduct the disassembly and removal and leave the air-conditioning system and ducting in place, then Landlord shall notify Tenant and Tenant shall decide how to proceed, provided it does not cost the Landlord additional moneys to proceed in accordance with Tenant's wishes. Landlord shall leave said "metal-paneled" portion of the chill box area in a neat and clean condition. The portion of the chill box enclosed by hollow-tile walls shall be left intact "as is" without improvement or change.

(5) The chill box located at the Diamond Head side of the warehouse area of the Premises shall be disassembled and removed from the Premises in a workman-like fashion and Landlord shall leave said area in a neat and clean condition.

(6) The "vacuum tube communication system" tubes extending from the upper Diamond Head side of the warehouse demising wall to the ceiling of the "warehouse receiving/dispatch office" at the Diamond Head/Mauka portion of the warehouse area of the Premises, just east of the roll-up doors, shall be removed from the Premises and any holes shall be patched and painted.

(7) Landlord shall ensure that all standard office interior switches and thermostat controls (excluding main and distribution panels) for the air-conditioning, lighting and electrical systems are within the Tenant's Premises. If this requires relocation from their current location, Landlord shall coordinate with Tenant as to the best location for said controls.

(8) The Premises shall be delivered to Tenant with the following items in working order consistent with their age, and shall make any necessary repairs and/or replacements prior to Tenant's occupancy of the Premises: (A) all existing plumbing, electrical, lighting and other mechanical systems and fixtures; (B) all existing doors, roll-up doors, windows, locks and other similar devices; (C) all load levelers and load lifts servicing the warehouse loading docks; (D) the air conditioning for the Premises; and (E) all Common Area improvements, including, but not limited to, walkways, lighting, paving, bathrooms, elevators, escalators, irrigation and fire sprinklers.

(9) Landlord shall paint the exterior of the building fronting the loading dock within 180 days after the commencement date of this Lease, and Tenant acknowledges and agrees that such cost shall be a part of Operating Expenses.

(10) Tenant's service voltages shall be 277/480 volt, 3-phase feeder(s) for lighting and air-conditioning usage, and 120/208 volt, 3-phase feeder(s) for general purpose Tenant equipment use. Landlord shall stub the feeders at a suitable utilization point within the Premises. Landlord's responsibility shall be limited to stubbing power feeders and empty telephone conduits into the Premises. Tenant shall pay all costs of installing panels, outlets, and other equipment necessary for distributing power and telephone service within the Premises. Tenant shall pay for all costs of upgrading the power feeders as necessary for any specialized equipment installed by Tenant.

All other improvements within the Premises shall be by Tenant, including but not limited to general use receptacles, lighting and auxiliary systems.

10. Insurance, Indemnity, Liability.

10.1 Liability Insurance. Tenant shall procure, at its sole cost and expense, and keep in force during the term of this Lease, a Commercial General Liability policy written on an occurrence form to include coverage for (1) premises and operations, (2) independent contractors, (3) products and completed operations, and (4) blanket contractual liability. Such policy for bodily injury and property damage, combined single limit, shall have minimum limits of $1,000,000 per occurrence, $5,000,000 general aggregate insurance and $5,000,000 products and completed operations aggregate. The policy shall name Landlord as an additional assured with an insurance company authorized to do business in the State of Hawaii. The foregoing minimum limits or such other coverage may be increased as Landlord may from time to time reasonably establish with due regard to prudent business practices then prevailing in the City and County of Honolulu as may then be reasonably adequate for Landlord's protection.

10.2 Property Insurance. Landlord shall at all times during the term of this Lease, keep insured all buildings now or hereafter on the Real Property, including the Premises, against loss or damage by fire and extended coverage risks, including demolition clause where applicable, in the joint names of Landlord, fee owner of the Real Property and mortgagee, if any, and any other required party, as their interests may appear, payable in case of loss to Landlord, with insurance companies authorized to do business in the State of Hawaii and satisfactory to

Landlord. Tenant shall pay to Landlord, during the term hereof, Tenant's Pro Rata Share of the insurance premiums for any property insurance carried pursuant to this Section 10.2 or required to be paid by Landlord covering the Real Property (the "Insurance Premiums"). In the event the property insurance carried by Landlord is a blanket policy in which other properties not related to the Real Property are included within the coverage thereof, the Insurance Premium shall be calculated as that portion of such blanket policy insurance premium which, in Landlord's good faith judgment, is properly allocable to the Real Property. The sum due under this Section shall be in addition to that which may be due under any other sections of this Lease. Tenant shall pay any such premium portion to Landlord within ten (10) days after receipt by Tenant of Landlord's billing therefor. Landlord may, at its option, estimate the amount of insurance premiums for property insurance to be due in the future from Tenant and collect from Tenant on a monthly or quarterly basis, at Landlord's option, the amount of Tenant's estimated insurance premium obligation. Landlord shall provide Tenant with a reconciliation of Tenant's account along with a billing for any shortage in the event of a deficiency or a refund check if an overpayment has been made by Tenant. Tenant shall pay such billing for any shortage to Landlord within ten (10) days after receipt by Tenant of Landlord's billing statement.

10.3 Tenant's Improvements. Tenant shall repair or replace all of Tenant's property damaged or destroyed, including Tenant's leasehold improvements and trade fixtures, unless this Lease shall cease and terminate under the provisions hereof and such insurance shall name Landlord as additional insured. Tenant shall procure, at its sole cost and expense, and keep in force during the term of this Lease, a policy of insurance insuring all of Tenant's improvements and personal property in the Premises.

10.4 Property of Tenant. All personal property of any kind or description whatsoever on the Premises shall be at Tenant's sole risk, and Landlord shall not be liable for any damage done to or loss of such personal property or damage or loss suffered by the business or occupation of Tenant arising from any act or neglect of co-tenants or other occupants of the Building or of their employees or the employees of Landlord or of other persons. Notwithstanding the foregoing, Landlord shall be responsible for any damage done or loss of such personal property or damage or loss suffered by the business or occupation of Tenant arising from any act of gross negligence or willful misconduct by Landlord or Landlord's authorized agents and representatives.

10.5 Waiver of Subrogation. Landlord and Tenant release each other, and their respective authorized representatives, from any claims for damage to the Premises and Building, and to the fixtures, personal property, tenant improvements, and alterations of either Landlord or Tenant in or on the Premises

and Building that are caused by or result from risks insured against under any insurance policies carried by Landlord or Tenant and in force at the time of such damage.

10.6 Tenant's Indemnification and Hold Harmless. Tenant agrees to indemnify and save Landlord harmless against and from any and all claims by or on behalf of any person, firm or corporation arising from Tenant's use of the Premises or the conduct of Tenant's business or from any activity, work or thing done, permitted or suffered by Tenant, in or about the Premises from and after the commencement of this Lease, and shall further indemnify and save Landlord harmless against and from any and all claims arising from any breach or default on Tenant's part in the performance of any covenant or agreement on Tenant's part to be observed and performed, or arising from any act or negligence of Tenant, or any of Tenant's agents, contractors, employees, licensees or visitors. Notwithstanding the foregoing, Tenant shall not indemnify Landlord for the gross negligence or willful misconduct of Landlord, Landlord's employees or agents, and Landlord shall hold Tenant harmless from all damages arising out of any damage resulting from the gross negligence or willful misconduct of Landlord, Landlord's employees or agents. Tenant's and Landlord's obligation to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified. As used herein "claims" shall include, without limitation, all losses, damages, liabilities, law suits, judgments, costs, attorney's fees, and expenses incurred in connection with any of the foregoing. In case any action or proceeding be brought against Landlord by reason of any such claim, Tenant upon notice from Landlord covenants to resist and defend at Tenant's sole expense such action or proceeding by legal counsel reasonably satisfactory to Landlord. Tenant assumes all risk of damage to property, in, upon or about the Premises from any source and to whomever belonging, and Tenant waives all claims in respect thereof against Landlord and agrees to defend and save Landlord harmless from and against any such claims by others.

10.7 Insurance Policies and Certificates. Tenant shall provide Landlord with copies of all insurance policies obtained by Tenant pursuant to the terms of this Lease. Thereafter, Tenant may provide Landlord with current certificates of such insurance with a certification that such insurance policies have not been changed or modified. Landlord shall provide to Tenant upon Tenant's request not more than once per calendar year, copies of all insurance policies obtained by Landlord pursuant to the terms of this Lease.

11. Legal and Other Expenses. Tenant shall pay, as additional rent, all attorneys' fees and disbursements, and all other court costs or expenses of legal

proceedings or other legal services which Landlord may incur or pay out by reason of, or in connection with:

(1) any action or proceeding brought by Landlord wherein Landlord obtains a final judgment or award against Tenant (including arbitration) on account of any default by Tenant in the observance or performance of any obligation under this Lease, including, but not limited to, matters involving payment of rent and additional rent, alterations or Tenant's subletting or assignment;

(2) any action or proceeding brought by Tenant against Landlord (or any officer, partner or employee of Landlord) in which Tenant fails to secure a final judgment against Landlord;

(3) any other appearance by Landlord (or any officer, partner or employee of Landlord) as a witness or otherwise in any action or proceeding whatsoever involving or affecting Tenant or this Lease;

(4) any assignment, sublease or leasehold mortgage proposed or granted by Tenant (whether or not permitted under this Lease), and all negotiations with respect thereto; and

(5) any alteration of the Premises by Tenant, and all negotiations with respect thereto.

In any action or proceeding referred to in subsection (1) or any action or proceeding brought by Tenant against Landlord (or any officer, partner or employee of Landlord), Tenant shall be entitled to recover its attorneys' fees and costs if Tenant is the prevailing party against Landlord. Further, Landlord shall pay, all attorneys' fees and disbursements, and all other court costs or expenses of legal proceedings or other legal services which Tenant may incur or pay out by reason of, or in connection with any other appearance by Tenant (or any officer, partner or employee of Tenant) as a witness or otherwise in any action or proceeding whatsoever involving or affecting Landlord or this Lease.

12. Assignment and Subletting.

12.1 Lease is Personal. The purpose of this Lease is to transfer possession of the Premises to Tenant for Tenant's personal use in return for certain benefits, including rent, to be transferred to the Landlord. Tenant's right to assign or sublet as stated in this Section is subsidiary and incidental to the underlying purpose of this Lease. Tenant acknowledges and agrees that it has entered into this Lease in

order to acquire the Premises for its own personal use and not for the purpose of obtaining the right to convey the leasehold to others.

12.2 "Transfer of the Premises" Defined. The terms "Transfer of the Premises" or "Transfer" as used herein shall include any assignment of all or any part of this Lease (including assignment by operation of law), subletting of all or any part of the Premises or transfer of possession, or right of possession or contingent right of possession of all or any portion of the Premises, including without limitation, concession, mortgage, devise, hypothecation, agency, franchise or management agreement, or to suffer any other person (the agents and servants of Tenant excepted) to occupy or use the said Premises or any portion thereof. If Tenant is a corporation which is not deemed a public corporation, or is an unincorporated association or partnership, or Tenant consists of more than one party, the transfer, assignment or hypothecation of any stock or interest in such corporation, association, partnership or ownership interest, in the aggregate in excess of twenty-five percent (25%), shall be deemed a Transfer of the Premises.

12.3 No Transfer Without Consent. Tenant shall not suffer a Transfer of the Premises or any interest therein, or any part thereof, or any right or privilege appurtenant thereto without the prior written consent of Landlord, and a consent to one Transfer of the Premises shall not be deemed to be a consent to any subsequent Transfer of the Premises. Any Transfer of the Premises without such consent shall be void, and shall, at the option of Landlord, terminate this Lease. Notwithstanding the foregoing, Tenant shall have the right, without the consent of Landlord, but upon prior written notice to Landlord, to assign this Lease to any subsidiary or parent company of Tenant, or affiliated organization that comes under the ownership umbrella of Tenant's parent company.

12.4 When Consent Granted. The consent of Landlord to a Transfer may not be unreasonably withheld, provided should Landlord withhold its consent for any of the following reasons, which list is not exclusive, such withholding shall be deemed to be reasonable:

(1) Financial strength of the proposed transferee is not at least equal to that of Tenant at the time of execution of this Lease;

(2) A proposed transferee whose occupation of the Premises would cause a diminution in the reputation of the Building or the other businesses located therein;

(3) A proposed transferee whose impact on the common facilities or the other occupants of the Building would be disadvantageous; or

(4) A proposed transferee whose occupancy will require a variation in the terms of the Lease.

12.5 Procedure for Obtaining Consent. Landlord need not commence its review of any proposed Transfer, or respond to any request by Tenant with respect to such, unless and until it has received from Tenant adequate descriptive information concerning the business to be conducted by the proposed transferee, the transferee's financial capacity, and such other information as may reasonably be required in order to form a prudent judgment as to the acceptability of the proposed Transfer, including, without limitation, the following:

(1) The past two year's Federal Income Tax returns of the proposed transferee (or in the alternative the past two years audited annual Balance Sheets and Profit and Loss statements, certified correct by a Certified Public Accountant);

(2) Banking references of the proposed transferee;

(3) A resume of the business background and experience of the proposed transferee; and

(4) An executed copy of the instrument by which Tenant proposes to effectuate the Transfer.

Tenant shall reimburse Landlord as additional rent for Landlord's reasonable costs and attorneys' fees incurred in conjunction with the processing and documentation of any proposed Transfer of the Premises, whether or not consent is granted.

12.6 Recapture. By written notice to Tenant (the "Termination Notice") within twenty (20) business days following submission to Landlord by Tenant of the information specified in Section 12.5, Landlord may, but shall not be obligated to, (1) terminate this Lease in the event of an assignment of this Lease or sublet the entire Premises, or (2) terminate this Lease as to the portion of the Premises to be sublet, if the sublet is to be of less than the entire Premises. Upon the termination date of this Lease, if Landlord exercises its rights under this Section, Landlord shall pay to Tenant the unamortized cost of Tenant's leasehold improvements multiplied by that fraction the numerator of which is the rentable square footage of the area for assignment or sublease, and the denominator of which is the rentable square footage of the area of the entire Premises before such Transfer. In the event Landlord elects to terminate under the provisions hereof, and the area to be terminated is less than the entire Premises, an amendment to this Lease shall be executed in which Tenant's obligations for rent and other charges shall be reduced in

proportion to the reduction in the size of the Premises caused thereby by restating the description of the Premises, and its monetary obligations hereunder shall be reduced by multiplying such obligations by a fraction, the numerator of which is the rentable square footage of the area of the Premises offered for sublease and the denominator of which is the rentable square footage of the area of the Premises immediately prior to such termination.

12.7 Effect of Transfer. If Landlord consents to a Transfer, the following conditions shall apply:

(1) Each and every covenant, condition or obligation imposed upon Tenant by this Lease and each and every right, remedy or benefit afforded Landlord by this Lease shall not be impaired or diminished as a result of such Transfer.

(2) On a monthly basis, any sums of money, or other economic consideration received by Tenant from the Transferee in such month (whether or not for a period longer than one month), including higher rent, bonuses, key money, or the like which exceed, in the aggregate, the total sums which Tenant pays Landlord under this Lease in such month, or the prorated portion thereof if the Premises transferred is less than the entire Premises, shall be payable fifty percent (50%) to Landlord and fifty percent (50%) to Tenant, and Landlord's share shall be paid with Tenant's payment of monthly rent.

(3) No Transfer, whether or not consent of Landlord is required hereunder, shall relieve Tenant of its primary obligation to pay the rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer of the Premises.

(4) If Landlord consents to a sublease, such sublease shall not extend beyond the expiration of the term of this Lease.

(5) No Transfer shall be valid and no transferee shall take possession of the Premises or any part thereof unless, within ten (10) days after the execution of the documentary evidence thereof, Tenant shall deliver to Landlord a duly executed duplicate original of the Transfer instrument in form satisfactory to Landlord which provides that (i) the transferee assumes Tenant's obligations for the payment of rent and for the full and faithful observance and performance of the covenants, terms and conditions

contained herein, (ii) such transferee will, at Landlord's election, attorn directly to Landlord in the event Tenant's Lease is terminated for any reason on the terms set forth in the instrument of transfer and (iii) such instrument of transfer contains such other assurances as Landlord reasonably deems necessary.

13. Damage to Premises.

13.1 Rights of Termination. In the event the Premises suffers (a) an "uninsured property loss" or (b) a property loss which cannot be repaired within one hundred twenty (120) days from the date of destruction under the laws and regulations of state, federal, county or municipal authorities, or other authorities with jurisdiction, Landlord may terminate this Lease as of the date of the damage upon written notice to Tenant following the uninsured property loss. In the event of an uninsured property loss to the Premises which cannot be repaired within one hundred twenty (120) days of the occurrence thereof, Tenant shall have the right to terminate the Lease by written notice to Landlord within twenty (20) days following notice from Landlord that the time for restoration shall exceed one hundred twenty (120) days. For the purposes of this Lease, the term "uninsured property loss" shall mean any loss arising from a peril not covered by the standard form of Commercial Property ISO insurance policy.

13.2 Repairs. In the event of a property loss which may be repaired within one hundred twenty (120) days from the date of the damage, or, in the alternative, in the event the parties do not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and Landlord shall forthwith undertake to make such repairs to reconstitute the Premises to as near the condition as existed prior to the property loss as practicable. Such partial destruction shall in no way annul or void this Lease except that Tenant shall be entitled to a proportionate reduction of rent following the property loss and until the time the Premises are restored. Such reduction shall be an amount which reflects the degree of interference with Tenant's business. So long as Tenant conducts its business in the Premises, there shall be no abatement until the parties agree on the amount thereof. If the parties cannot agree within forty-five (45) days of the property loss, the matter shall be submitted to arbitration under the rules of the American Arbitration Association. Upon the resolution of the dispute, the settlement shall be retroactive and Landlord shall within ten (10) days thereafter refund to Tenant any sums due in respect of the reduced rental from the date of the property loss. Landlord's obligations to restore shall in no way include any construction originally performed by Tenant or subsequently undertaken by Tenant, and shall include solely the scope of the original construction of the Building and the Premises.

13.3 Repair Costs. The cost of any repairs to be made by Landlord, pursuant to Section 13.2 of this Lease, shall be paid by Landlord utilizing available insurance proceeds.

13.4 Waiver. Tenant hereby waives all statutory or common law rights of termination in respect to any partial destruction or property loss which Landlord is obligated to repair or may elect to repair under the terms of this Section 13. Further, in event of a property loss occurring during the last two (2) years of the original term hereof or of any extension, Landlord need not undertake any repairs and may cancel this Lease unless Tenant has the right under the terms of this Lease to extend the term for an additional period of at least five (5) years and does so within thirty (30) days of the date of the property loss.

13.5 Landlord's Election. In the event that the Building is destroyed to the extent of not less than thirty-three and one- third percent (33-1/3%) of the replacement cost thereof, Landlord may elect to terminate this Lease, whether the Premises has been damaged or not, in the same manner as in Section 13.1 above. At all events, a total destruction of the Building or the Premises itself, shall terminate this Lease.

14. Surrender.

14.1 Surrender. At the end of the term or other sooner termination of this Lease, Tenant shall peaceably deliver up to Landlord possession of the Premises, together with all improvements upon or belonging to the same, by whomsoever made, in good repair, order and condition, normal wear and tear excepted. Any partitions, plumbing, electrical wiring and other additions to or improvements upon the Premises installed by Tenant shall be the property of Landlord. If Tenant shall not then be in default under this Lease and upon the expiration or earlier termination of this Lease, Tenant shall have the right to remove any and all trade fixtures (removable without damage to the Building or the Premises) and personal equipment. Tenant shall close all holes resulting from the removal of fixtures and make all other repairs. If such trade fixtures and personal equipment are not removed by Tenant on or before the expiration or earlier termination of this Lease, Landlord may remove the same, without notice, and charge the cost of such removal to Tenant, including court costs, attorneys' fees and storage charges, which cost Tenant promises to pay, or consider the same as abandoned property and take title thereto. Tenant shall also remove all of its other personal property from the Premises. Tenant's obligations hereunder shall survive the termination of this Lease.

14.2 Holding Over. If, with the permission of Landlord, Tenant remains in possession of the Premises after the expiration of the term, Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month, at the same rent and subject to all of the other terms and conditions of this Lease effective immediately prior thereto. If without the permission of Landlord, Tenant remains in possession of the Premises after the termination of this Lease, Tenant shall pay as liquidated damages for each day possession is withheld, an amount per day equal to double the rent payable by Tenant immediately prior to the termination of this Lease, computed on a daily basis.

15. Default and Remedies.

15.1 Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(1) Any failure by Tenant to pay the rental or to make any other payment required to be made by Tenant hereunder when due;

(2) The abandonment or vacation of the Premises by Tenant;

(3) A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for ten (10) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within the ten (10) day period allowed, Tenant shall not be deemed to be in default if Tenant shall, within such ten (10) day period, commence to cure and thereafter diligently prosecute the same to completion;

(4) Either (i) the appointment of a receiver (except a receiver appointed at the instance or request of Landlord) to take possession of all or substantially all of the assets of Tenant, or (ii) a general assignment by Tenant for the benefit of creditors, or (iii) any action taken or suffered by Tenant under any insolvency or bankruptcy act shall constitute a breach of this Lease by Tenant. In such event, Landlord may, at its option, declare this Lease terminated and forfeited by Tenant, and Landlord shall be entitled to immediate possession of the Premises. Upon such notice of termination, this Lease shall terminate immediately and automatically by its own limitation;

(5) Any three (3) failures by Tenant to observe and perform any provision of this Lease during any twelve (12) month period of the term,

as such may be extended, shall constitute, at the option of Landlord, a separate and noncurable default.

15.2 Termination and Damages. In the event of any default by Tenant, then in addition to any other remedies available to Landlord herein or at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall elect to so terminate this Lease, then Landlord may recover from Tenant:

(1) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(2) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(3) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and

(4) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the applicable law in the State of Hawaii.

The terms "rent" or "rental" shall be deemed to be and to mean the rent described in Section 3 above, and all other sums required to be paid by Tenant pursuant to the terms of this Lease, and Tenant shall pay general excise tax on all payments of rent. The "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum. As used above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the San Francisco Federal Reserve Bank at the time of award plus one percent (1%).

15.3 Personal Property. In the event of any default by Tenant, Landlord shall also have the right, with or without terminating this Lease, to reenter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant. In the event of default, all of Tenant's fixtures, furniture, equipment, improvements, additions, alterations and other personal property shall remain upon the Premises and, in that event and continuing during the length of

such default, Landlord shall have the sole right to take exclusive possession of such property and to use it, rent or charge free, until all defaults are cured or, at Landlord's option, at any time during the Term of this Lease, to require Tenant to forthwith remove such property. The rights stated herein are in addition to Landlord's rights described in Section 15.2.

15.4 Recovery of Rent; Reletting. In the event of the vacation or abandonment of the Premises by Tenant or in the event that Landlord shall elect to reenter as provided above, or shall take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by law, then, if Landlord does not elect to terminate this Lease, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including, without limitation, Landlord's right, from time to time, without terminating this Lease, to either recover all rental as it becomes due or relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion, may deem advisable with the right to make alterations and repairs to the Premises. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon initiation of Landlord or other legal proceeding granting Landlord or its agent possession to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. In the event that Landlord shall elect to so relet, then rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any cost of such reletting; third, to the payment of the cost of any alterations and repairs to the Premises; fourth, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied by the payment of rent hereunder, be less than the rent payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord immediately upon demand therefor by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting. No reentry or taking possession of the Premises or any other action under this Section shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of any default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such default.

15.5 No Waiver. Efforts by Landlord to mitigate the damages caused by Tenant's default of this Lease shall not constitute a waiver of Landlord's right to recover damages hereunder.

15.6 Advances by Landlord and Delinquent Rentals. If Tenant fails to make any of the payments such as for real property taxes, assessments and the like, required to be made under this Lease, or by any act or neglect of Tenant causes Landlord's interest in the Premises or any portion thereof to be jeopardized in any manner, Landlord may make any or all such payments for Tenant's account and Tenant shall forthwith repay to Landlord such advances, together with any costs and attorney's fees which may thereby be incurred. All delinquent rentals and all such advances made by Landlord shall bear interest from the due date at eighteen percent (18%) per year.

15.7 Cumulative Remedies. The various rights, options, election powers and remedies of Landlord contained in this Section 15 and elsewhere in this Lease shall be construed as cumulative and no one of them exclusive of any others or of any legal or equitable remedy which Landlord might otherwise have in the event of breach or default, and the exercise of one right or remedy by Landlord shall not in any way impair its right to any other right or remedy.

16. Condemnation. If at any time during the term of this Lease the Premises or any part thereof shall be taken or condemned in fee for any public use by any authority or corporation having the power of eminent domain, then and in every case the estate and interest of Tenant in the Premises so taken shall at once cease and determine, and Tenant shall not by reason of such taking or condemnation be entitled to any claim against either Landlord or others for compensation or indemnity for leasehold interest or for any land or improvements thereon except as herein expressly provided. All compensation payable or to be paid by reason thereof shall be payable to and be the sole property of Landlord, and Tenant shall have no interest in or claim to such compensation or any part thereof whatsoever. If a part of the Premises shall be so taken or condemned, the rent thereafter payable for the remainder of the term shall be reduced in the proportion that the area of land so taken bears to the total area demised. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord (unless Tenant's compensation is included in Landlord's award), such compensation as may be separately recoverable by Tenant in Tenant's own right for any damages to Tenant's business on the Premises or for any cost or loss to Tenant in altering any improvements thereon or in removing Tenant's equipment, fixtures, merchandise, furniture and other personal property therefrom by reason of such taking, so long as such action or the payment of such compensation shall not affect or diminish the compensation payable to Landlord. The taking or condemnation of any leasehold

interest in the Premises shall not excuse Tenant from full performance of Tenant's covenants and obligations under this Lease for the payment of money, but Tenant in such event shall be entitled to claim and recover from the condemning authority Tenant's damage sustained by reason of such taking.

17. No Abatement of Rent. Except as otherwise provided in this Lease, neither part nor total destruction of any building or improvement by fire, elements or other cause shall affect the obligations of Tenant as to payment of rent and the rent shall not abate, diminish or cease.

18. Subordination. This Lease shall be subordinate to any ground lease, mortgage, deed of trust or any other hypothecation for security now or hereafter placed upon the Real Property or a part thereof and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

18.1 Subordinate to Ground Lease. This Lease is expressly subject and subordinate to all of the provisions of that certain Indenture of Lease dated July 2, 1970 (herein referred to as "Ground Lease"), by and between the Trustees of the Estate of Samuel Mills Damon, Deceased ("Ground Lessor") and Eastman Kodak Company, as amended from time to time, the ground lessee's interest therein having been assigned to Landlord. Tenant covenants with Landlord that it will comply with all applicable provisions of the Ground Lease, and will not cause a default under the Ground Lease.

18.2 Further Documents. Tenant agrees to execute and deliver any documents customarily required by lenders, as may be required by any holder or proposed holder of any mortgage, deed of trust or other encumbrance now or hereafter placed, charged or enforced against Landlord's interest in this Lease and the leasehold estate thereby created or all or any part of the land, buildings or improvements included in the Building so long as Tenant has received satisfactory nondisturbance agreements. Tenant shall execute and deliver such documents at any time and from time to time upon request by Landlord within ten (10) days from written notice from Landlord. Landlord shall be responsible for all costs incurred in the preparation of such documents. However, Tenant shall be responsible for any costs in the execution and delivery of such documents, including its consultant's, in-house or outside counsel's review of such documents.

18.3 Attornment. Tenant agrees, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage made by Landlord covering the Premises, to attorn to the purchaser upon any such foreclosure or sale and to recognize such purchaser as Landlord under this Lease, it being understood and agreed by Tenant that such purchaser shall not be liable for any act or omission of a prior Landlord nor be subject to any offsets or defenses (except as allowed by this Lease) which Tenant may have against any prior Landlord. Tenant, upon request of any party in interest, shall execute such instrument or instruments to carry out the intent herein as shall be requested by Landlord.

19. Sale of Premises. In the event of a sale or conveyance by Landlord of Landlord's interest in the Premises or the Building, Landlord shall be released from any future liability under this Lease, with the successor in interest to Landlord to be solely liable to Tenant so long as the successor in interest to Landlord assumes all liability under this Lease.

20. Notices. Any notice, communication, approval, disapproval, request or reply (hereinafter called "Notice") provided in this Lease or permitted to be given, made or accepted by either party to the other, must be in writing, and shall be deemed to have been duly given on the date of service if given or served personally on the party to whom notice is to be given, or on the third day after mailing if transmitted by facsimile and confirmed by Federal Express or similar overnight courier service or by prepaid certified or registered mail addressed to the party to whom notice is to be given. Each party hereto shall have the right from time to time to change its address, by giving Notice in writing to the other party as herein provided, at least five (5) business days prior to the effective date of such change of address.

21. Miscellaneous Provisions.

21.1 Time of Essence. Time is of the essence for all provisions of this Lease.

21.2 Late Payment Penalty. If Landlord or Tenant shall fail to pay to the other party, any of the sums, costs and expenses enumerated in this Lease, and such non-payment shall continue for a period of ten (10) days, the delinquent party shall pay to the other party, a "late charge" equal to the greater of five percent (5%) of the amount then due or FIFTY AND NO/100 DOLLARS ($50.00) to defray additional costs incurred in connection with the delinquent payment, per month. The late charge shall be in addition to any other remedy of the non-delinquent party described in this Lease.

21.3 Interest. Any and all sums due under this Lease, whether by Landlord or Tenant, which are unpaid when due shall bear interest at twelve percent (12%) per year until fully paid.

21.4 Choice of Law. This Lease shall be governed by the laws of the State of Hawaii.

21.5 Entire Agreement. This Lease and the Exhibits attached to it, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth. Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by them.

21.6 Severability. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby.

21.7 No Accord and Satisfaction. No payments by Tenant or receipt by Landlord of a lesser amount than the rent stipulated in this Lease shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

21.8 Successors and Assigns. All of the terms, covenants and conditions of this Lease shall inure to the benefit of and be binding upon the successors and assigns of Landlord and upon the successors and/or heirs, legal representatives and permitted assigns of Tenant to the same extent as the terms, covenants and conditions inure to the benefit of and are binding upon Landlord and Tenant, respectively. In any case where there shall be more than one Tenant, each Tenant shall be jointly and severally liable hereunder. The use of any gender shall include any and all genders, and the use of any number shall be construed as singular or plural, as the case may require.

21.9 No Partnership Intended. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant.

21.10 No Party Deemed Drafter. No party shall be deemed to be the drafter of this Lease. If this Lease is ever construed or interpreted by a court of law or other authority before which this Lease is properly presented, such court or other authority shall not construe this Lease or any provision hereof against either party as the drafter.

21.11 Waiver of Jury Trial. The parties hereto shall and they do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage.

21.12 Headings and Paragraphs. The headings of this Lease are inserted only for convenience and reference and shall in no way define, limit or describe the scope or intent of any provision of this Lease.

21.13 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21.14 Facsimile Signatures. Facsimile signatures shall be accepted as original signatures and Landlord and Tenant shall deliver a hard copy with the original signatures to the other.

21.15 No Recordation. This Lease may not be recorded in the Bureau of Conveyances or the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

21.16 Authority. The parties signing below represent and warrant that they have the requisite authority to bind the entities on whose behalf they are signing.

[END OF TEXT, CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, the parties to this Lease have executed this Lease the day and year first above written.

'ŌLELO: THE CORPORATION FOR COMMUNITY TELEVISION,
a Hawaii corporation

By:_____
Its: Executive Director

By:_____
Its:

"Landlord"

[redacted]

By:_____
Its:

"Tenant"

Attachments:

Exhibit "A" -- Description of Real Property
Exhibit "B" -- Depiction of Premises

SEVENTH AMENDMENT OF LEASE

For valuable consideration, the receipt and adequacy of which are expressly acknowledged, Landlord and Tenant agree that:

1. Definitions. In this Seventh Amendment the following terms have the meaning given:

(a) Landlord: **'OLELO COMMUNITY TELEVISION**, a Hawaii corporation, formerly known as 'Olelo: the Corporation for Community Television.

(b) Tenant: [redacted]

(c) Lease: Lease dated August 1, 1995, between Landlord and Tenant for approximately 16,598 square feet of warehouse space located in the building located at 1122 Mapunapuna, Honolulu, Hawaii, as amended by First Amendment of Lease with an effective date of April 16, 2001, Second Amendment to Lease dated November 20, 2002, but effective October 1, 2002, Third Amendment of Lease with an effective date of July 1, 2005, Fourth Amendment of Lease with an effective date of May 24, 2007, Fifth Amendment of Lease with an effective date of March 17, 2008, and Sixth Amendment of Lease with an effective date of August 6, 2009.

(d) Effective Date: August 2, 2010.

Any capitalized term used in this Seventh Amendment of Lease which is not defined in this Seventh Amendment of Lease has the meaning set forth for such term in the Lease.

2. Purpose. Tenant has exercised its Second Option to extend the term of the Lease for the 12-month period from December 1, 2010 to November 30, 2011, and therefore the primary purpose of this Seventh Amendment of Lease is to extend the term of the Lease, and set the rent for such extended term, subject to the terms and conditions contained in this Seventh Amendment of Lease.

3. Extension of Term. As of the Effective Date, Section 2 of the Lease entitled "Term" is hereby amended in its entirety to read as follows:

"The term of this Lease shall commence on August 1, 1995, and terminate on November 30, 2011, unless further extended. The Second Option to extend the term of the Lease contained in the Lease has been exercised, and therefore cannot be further exercised."

4. Rent for Extended Term. As of the Effective Date, Section 3 of the Lease entitled "Rent" is hereby amended in its entirety to read as follows:

"Rent. For each and every month during the term of this Lease, commencing on the first day of the month following the commencement date, Tenant shall pay to Landlord on or before the first day of that month,

at Landlord's office or at any other place designated by Landlord, without deduction or offset, prior notice or demand, in lawful money of the United States of America, the following rental for the respective periods hereinafter set forth as follows:

August 1, 1995 through November 30, 1995 -- rent shall be abated;
December 1, 1995 through November 30, 1998 -- $14,938.20 per month;
December 1, 1998 through November 30, 2001 -- $16,432.02 per month;
December 1, 2001 through November 30, 2002 -- $17,253.60 per month;
December 1, 2002 through November 30, 2003 -- $17,771.23 per month;
December 1, 2003 through November 30, 2004 -- $18,304.36 per month;
December 1, 2004 through November 30, 2005 -- $18,853.49 per month;
December 1, 2005 through November 30, 2006 -- $19,607.62 per month;
December 1, 2006 through November 30, 2007 -- $20,391.93 per month;
December 1, 2007 through September 30, 2008 -- $21,207.60 per month;
October 1, 2008 through November 30, 2009 -- $22,055.90 per month;
December 1, 2009 through November 30, 2010 -- $22,938.13 per month;
December 1, 2010 through November 30, 2011 -- $23,855.65 per month.

Partial months at the commencement and termination of this Lease, as extended, shall be prorated on the basis of a thirty (30) day month. Tenant shall pay all other charges required by this Lease during the term of this Lease, including but not limited to utilities, and its Pro Rata Share of real property taxes and Operating Costs."

5. Brokers. Landlord is represented by Leandro Corporation. Tenant represents and warrants to Landlord that it is unrepresented with regard to this Seventh Amendment of Lease. Each of them will indemnify and hold the other harmless from any claims for fees or commissions from anyone with whom either of them has consulted or negotiated with regard to this Seventh Amendment of Lease.

6. Confirmation of Lease. Landlord and Tenant confirm and ratify in all respects the terms and conditions of the Lease, as amended by this Seventh Amendment of Lease.

7. Counterpart Execution; Facsimile Signatures. This Seventh Amendment may be executed in counterparts, each of which shall, irrespective of the date of its execution and delivery, be deemed an original, and, said counterparts together shall constitute one and the same instrument. Facsimile signatures shall be accepted as original signatures.

[END OF TEXT, CONTINUED ON NEXT PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Seventh Amendment of Lease as of the Effective Date indicated above.

'OLELO COMMUNITY TELEVISION,
a Hawaii corporation

By: _____
Its: President + CEO

By: _____
Its:

"Landlord"

[redacted]

LEANDRO CORPORATION
Commercial / Industrial Real Estate

JUN 17 2011

June 15, 2011

[redacted]

Re: Notification letter of June 01, 2011 of intent to not exercise the third and final option of the Seventh Amendment of Lease Agreement dated August 01, 1995 between Olelo Community Television, as Landlord and [redacted] as Tenant for warehouse premises located at 1122 Mapunapuna Street, Honolulu, Hawaii (the "Lease")

Dear Mr. Ruff:

Your letter dated June 01, 2011 serving notice of your intent to not exercise the option of the Lease referenced above for the "Third Option," from December 01, 2011 through November 30, 2012, and your request for an extension of the current lease from ~~November 30,~~ 2011 to February 29, 2012 at the same rental terms was received June 03, 2011. *

You are hereby notified that the Landlord agrees to the extension with all terms and conditions of the Lease remaining the same and in full force and effect from ~~November 30,~~ 2011 to February 29, 2012. * * December 1

Olelo has enjoyed having you as a tenant over the past 16 years and wish you the very best in the future.

Kindly sign your acknowledgement of this letter in the space provided below and return a copy to me by July 01, 2011.

Yours very truly,

Hank Leandro (B)
Consultant to Olelo

[redacted]

Acknowledged:
Olelo Community Television

By: _____

Its: _____

Date: _____

1188 Bishop Street, Suite 1605 • Honolulu, Hawaii 96813 • (808) 521-3325 • Fax (808) 521-3390

B

LAND COURT SYSTEM) REGULAR SYSTEM

Return by: Mail ( ) Pickup (✓) To:

STATE OF HAWAII
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES

LEASE AGREEMENT No. 92-16-0433

between
'OLELO COMMUNITY TELEVISION
a Hawaii non-profit corporation
1122 Mapunapuna Street
Honolulu, Hawaii 96819
Lessor

and

STATE OF HAWAII
by its
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
Lessee

covering
6,457 Usable Square Feet of Office Space
6,457 Rentable Square Feet of Office Space

located at
1122 Mapunapuna Street, Suite 201
Honolulu, Hawaii 96819

APPRVD. AS TO FORM
Department of the Attorney General

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LEASE AGREEMENT

THIS INDENTURE OF LEASE made on _____ by and between 'OLELO Community Television, a Hawaii non-profit corporation, whose address is 1122 Mapunapuna Street, Honolulu, Hawaii 96819, hereinafter called "Lessor," and the STATE OF HAWAII, hereinafter called "Lessee," by its Department of Accounting and General Services, pursuant to Section 171-30, Hawaii Revised Statutes, whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813, for the use of the DEPARTMENT OF EDUCATION, Office of Instructional Television, whose address is 1390 Miller Street, Honolulu, Hawaii 96813, hereinafter called "Department."

WITNESSETH:

ARTICLE 1 - DEMISE

Section 1.1 Premises. The Lessor in consideration of the rent and covenants hereinafter reserved and contained and on the part of the Lessee to be paid, observed and performed, does hereby demise and lease unto the Lessee the Premises situate at 1122 Mapunapuna Street, Honolulu, Hawaii 96819, being Suite 201, comprising of 6,457 usable square feet/6,457 rentable square feet as shown on Exhibit "A," attached hereto and made a part hereof (the "Premises") which are located in the building known as the 'Olelo Building (TMK No. (1)-1-1-007-041, the "Property"); together with the full right in common with other tenants of the building and their employees, agents and invitees to the Premises in common with others over, across, and through any alleys, common entrances and exits, lobbies, stairways, halls, escalators, elevators, corridors, and parking areas in or around said Property.

Section 1.2 Term. The term of this lease and Lessee's obligations to pay the rent hereunder shall commence on December 1, 2011 and shall terminate on October 31, 2016 unless sooner terminated as set forth in this Lease, PROVIDED, HOWEVER, that said term shall be contingent at all times upon the availability and allotment by the Director of the Department of Budget and Finance of public funds to the Department of the Attorney General and the Department of Accounting and General Services to pay such rent.

Notwithstanding anything to the contrary, Lessee shall have an unconditional right to terminate this Lease any time after November 30, 2013 with ninety (90) days prior written notice to Lessor.

NOTE: This program (Department of Education, Office of Instructional Television) may be selected to be placed into State owned space during the term of this Lease.

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Section 1.3 Option to Extend Term. (NONE)

Section 1.4 Option to Cancel or Downsize. Lessee shall have the right to cancel this lease or downsize the Premises at any time under the following conditions:

a. Should Lessee's public funding or allotment by the Director of the Department of Budget and Finance be reduced or cut or;
b. The State program or agency occupying the Premises is abolished, terminated, reorganized or downsized or;
c. State office space is vacant and available and is assigned by the appropriate authority to the Department and;
d. Lessee provides Lessor with appropriate evidence of either a, b or c above and gives Lessor a minimum of ninety (90) days prior written notice to Cancel or Downsize;
e. Should Lessee downsize the Premises, the area of the Premises, Base Rent and the proportionate share of Operating Costs shall be reduced by the percentage of the Premises surrendered. Upon Lessee's notice to Lessor of its intention to downsize the Premises, Lessor and Lessee shall execute an amendment to the lease reflecting such changes prior to.

It is further understood that once Lessee has exercised its right to cancel, said notice is irrevocable.

Section 1.5 Quiet Enjoyment. Upon payment by Lessee of the rent hereinafter reserved and upon observance and performance of the terms, covenants and conditions herein contained and to be observed and performed by Lessee, Lessee shall peaceably hold and enjoy the Premises for the term and any extensions thereof without hindrance or interruption by Lessor or any other person lawfully or equitably claiming by, through or under the Lessor, except as herein otherwise expressly provided.

Section 1.6 Possession. Lessee has possession of the Premises.

ARTICLE II - RENT AND OTHER CHARGES

Section 2.1 Base Rent. In consideration of this lease, the Lessee agrees to pay the Lessor a monthly base rent (**operating cost of** $.241 per sq. ft. is included in base rent and shall be subject to review and adjustment annually) for the Premises as follows:

December 1, 2011 ---- November 30, 2014: $13,236.85 or approx. $2.05 per usable sq. ft.
December 1, 2014 ------- October 31, 2016: $13,753.41 or approx. $2.13 per usable sq. ft.

in legal tender of the United States of America, payable monthly in advance on the first day of each month to OLELO Community Television (Federal ID No: 99-075429) at 1122 Mapunapuna Street, Honolulu, Hawaii 96819 or at any other place the Lessor in writing

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may designate, on the days and in the manner aforesaid without any deduction and without notice or demand; and that if any installment of rent shall not be promptly paid when due or within thirty (30) days thereafter, rent shall bear simple interest at the rate of ten percent (10%) per annum from said date until paid.

Lessor expressly waives any interest or late charges, if any, for any late payments or underpayments of rent or any other charges prior to the execution of this document.

Should the commencement date precede the date of execution of the lease document, all rent due (as adjusted per Section 1.6 hereinabove, if applicable) shall become due and payable on the date of the execution of the lease. All rent due in arrears shall be paid by the Lessee within forty-five (45) calendar days from the date of the execution of the lease.

Should there be a change of Lessor, an amendment of lease reflecting such change must be executed between the Lessee and the new Lessor, and the new Lessor must provide a current tax clearance per Section 14.12 Tax Clearances hereinbelow, before rent payment can be made to the new Lessor; initial rent payment to the new Lessor shall be due within sixty (60) days after the execution of the amendment to the lease.

Section 2.2 Parking. Lessor shall provide Lessee with twenty one (21) automobile parking stalls located within the Property for the term of the Lease and any extensions thereafter as delineated on Exhibit "B," attached hereto and made a part hereof. The Lessor reserves the right to adjust the parking charges at Lessor's sole discretion at any time after thirty (30) days prior written notice. The parking charge shall be due and payable in advance at the same time and place as the rent. The parking spaces shall be assigned by Lessor from time to time, however Lessor shall exercise good faith reasonable efforts to maintain the contiguity of the Lessee's parking spaces. The parking stalls are to be contracted and paid for directly by Lessee's employees and non-payment by State employees shall not constitute a default under this Lease.

Section 2.3 Security Deposit. No security deposit of any kind shall be required to be paid by Lessee.

Section 2.4 Real Property Tax (RPT). Lessor shall be liable for all real property taxes affecting the Property.

Section 2.5 General Excise Taxes. The Lessee shall pay to the Lessor as additional rent, together with each payment of rent or any other payment required hereunder which is subject to the State of Hawaii general excise tax on gross income, gross income tax, and all other similar taxes imposed on the Lessor on the rent or other payments in the nature of a gross receipts tax, sales tax, privilege tax or the like (excluding Federal or State of Hawaii net income taxes), whether imposed by the United States of America, the State of Hawaii, the City and County of Honolulu, or any other duly authorized taxing body, an amount which, when added to the rent or other payment shall yield to the Lessor, after deduction of all taxes payable by the Lessor with respect to all payments, a net amount equal to that which the Lessor would have realized from the payments had no taxes been imposed.

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Section 2.6 Operating Costs and Utilities. Lessor shall be solely responsible for the total operating costs of the Property which shall include, without limitation, all costs of any kind, paid or incurred by the Lessor in operating, cleaning, equipping, protecting, lighting, common area electricity, repairing, managing, insuring, replacing and maintaining the Property, including normal utility service costs and air conditioning except for charges specified in Section 2.8 hereinbelow. These costs shall include a reasonable reserve for repair and replacement of landscaping and equipment used in the maintenance and operation of the Property. Operating cost of $.24 per square foot (cam includes landscape/maintenance, building insurance, liability insurance, repair/maintenance, water and administration costs) which is included in base rent, shall be subject to review and adjustment annually with proper justification and verification showing computation of increased cost.

Section 2.7 Conveyance Tax. Lessor shall be solely responsible for any State of Hawaii conveyance tax which may be payable as a result of this lease.

Section 2.8 Other Charges.

(a) Electrical Use: As shown in Exhibit "E", the Lessor has sub-metered the electrical supply to the leased area highlighted in yellow. Lessee shall reimburse the Lessor for Lessee's electrical consumption for the sub-metered leased Premises on a monthly basis, and shall pay to Lessor within thirty (30) days after billing, the cost of the electricity used for said sub-metered leased Premises. Lessor to provide the following: (1) any changes in the existing electrical single line diagram for the subject building showing the electric panel boards which serves the subject Lessee's space identified (2) any revised electrical single line diagram showing the new sub-meters for review and comment by the Lessee. At a minimum the single line diagram should show all panel board feeders that serve the subject Lessee and the schematic location of Lessor's meters. Currently, the established percentages for electrical consumption are as follows:

Meter #1 - MCC1	at	0.88 percent
Meter #2 - H2A	at	0.75 percent
Meter #3 - L2A	at	0.88 percent

(b) Overstandard Lessee Use: Lessee shall not without Lessor's prior written consent use heat-generating machines, machines other than normal fractional horsepower office machines, or equipment or lighting other than building standard lights in the Premises that may affect the temperature otherwise maintained by the air-conditioning system or increase the water normally furnished to the Premises by Lessor.

If such consent is given, Lessor shall have the right to install supplementary air-conditioning units or other facilities in the Premises including supplementary or additional metering devices. On billing by Lessor, Lessee shall pay the cost for such supplementary facilities, including the cost of (a) installation, operation and maintenance; (b) increased wear and tear on existing equipment; and (c) other similar charges.

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If Lessee uses water, electricity, heat or janitorial services in excess of that required to be supplied by Lessor, Lessee shall pay to Lessor on billing, the cost of (a) the excess service; (b) installation, operation and maintenance of equipment installed to supply the excess service; and (c) increase wear and tear on existing equipment caused by Lessee's excess consumption. Lessor may install devices to separately meter any increased use. On demand, Lessee shall pay the increased cost directly to Lessor including the cost of the additional metering device.

Other non-rental charges (i.e., sign, keys) payable by the Lessee shall be billed directly to the Department, at the Premises.

ARTICLE III - USE

Section 3.1 Use of Premises. The Premises will be occupied and used by the Department of Education. Lessee will not use or permit, or suffer the use of the Premises for any other business or purposes without the written consent of the Lessor, which consent shall not be unreasonably withheld. Lessor and Lessee agree that the use of the Premises by another state agency shall not be a change of use of the Premises under this section and shall not require Lessor's consent; provided that there is no significant change or increase in the use of Premises.

Section 3.2 Common Areas. The common areas shall consist of all areas designated for common use or benefit, including, without limiting the generality of the foregoing, delivery areas, curbs, drains, walkways, malls, arcades, corridors, hallways, gardens, landscaped and vacant areas and public facilities such as washrooms, lounges, toilets, drinking fountains, shelters, escalators, elevators, stairs and ramps. Lessee and its employees, agents, customers and invitees shall have the right at all times during the term, subject to applicable rules and regulations, if any, made by Lessor and as approved by the Lessee as herein provided, to the reasonable use of the common areas in common with Lessor and others entitled to use such areas. PROVIDED, HOWEVER, that Lessee's employees shall not use the common areas for parking of their own vehicles unless provided herein or otherwise specifically agreed to in writing by Lessor and Lessee. Lessee will not at any time use the common areas for the display or storage of any merchandise or equipment without the written consent of the Lessor which shall not be unreasonably withheld.

Section 3.3 Observance of Laws. Lessee will at all times during the term observe and comply with all laws, ordinances, and rules and regulations now or hereinafter made by any governmental authority and applicable to the occupancy or use of the Premises or the conduct of any business therein or to the use of the common areas.

Section 3.4 Rules and Regulations. Lessor may from time to time adopt or amend such reasonable rules and regulations as Lessor deems necessary or desirable for the operation or use of the Premises, such as, but not limited to, the use of the common areas and other matters which may be of benefit or protection of the Lessor and the tenants, PROVIDED, HOWEVER, that the rules and regulations shall not be inconsistent with the terms, covenants and conditions of this

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lease and to the extent that the rules and regulations are inconsistent with the terms, conditions and covenants of this lease, then the terms, conditions and covenants of this lease shall control. The Lessee shall observe and comply with said rules and regulations.

Section 3.5 Waste, Nuisance or Unlawful Activity. Lessee agrees that it will not commit or permit any waste on the Premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the Premises to be used in an unlawful manner.

Section 3.6 Subletting and Assignment. The Lessee agrees that neither the Premises nor any part thereof shall be sublet, mortgaged or assigned nor will the Lessee part with the possession of the whole or any part thereof without the consent in writing of the Lessor first having been obtained, which consent shall not be unreasonably withheld. Lessor and Lessee agree that the use of the Premises by another state agency shall not constitute an assignment or subletting of the Premises by Lessee to the other state agency and shall not require Lessor's consent and shall be upon the same terms and conditions contained in this lease; provided that there is no increase in the use of Premises.

ARTICLE IV - HAZARDOUS MATERIALS

Section 4.1 Lessee's Covenants. Lessee shall not cause or permit the escape, disposal or release of any hazardous materials in or upon the Premises. Lessee shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought into the Premises any such materials except to use in the ordinary course of Lessee's business, and then only after written notice is given to Lessor of the identity of such materials. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Lessee, then the reasonable costs thereof shall be reimbursed by Lessee to Lessor upon demand as additional charges if such requirement applies to the Premises. In addition, Lessee shall execute affidavits, representations and the like from time to time at Lessor's request concerning Lessee's best knowledge and belief regarding the presence of hazardous materials on the Premises placed or released by Lessee.

Section 4.2 Lessor's Representations, Warranties and Obligations. Lessor represents and warrants to Lessee that Lessor has no liability under, has never violated, and is presently in compliance with all environmental laws regarding hazardous materials applicable to the Premises and the Property, and to the best of Lessor's knowledge, there does not now exist or ever existed any environmental condition relating to hazardous materials on the Premises or the Property except as set forth in Exhibit "C," as referenced in Section 4.3, to follow within ninety (90) days, which will be attached hereto and made a part hereof.

Lessor agrees to indemnify and hold Lessee harmless from any damages or claims from any environmental condition or violation of any environmental laws resulting from the use or placement of hazardous materials on the Premises or Property prior to the lease commencement date even if not discovered until after the lease has commenced. This indemnity shall survive the lease termination date and shall be in addition to Lessor's obligations for breach of the above representations and warranties.

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Lessor further agrees that compliance with any laws regarding asbestos (including the cost of removal and restoration of the Premises thereafter) is the sole responsibility of the Lessor.

Section 4.3 Asbestos Management Program. Within ninety (90) days from the execution of this document, Lessor agrees to conduct an asbestos survey of the Premises by an independent accredited asbestos inspector or management planner or submit a statement of equivalent disclosure, Exhibit "C," to follow within ninety (90) days, which will be attached hereto and made a part hereof. If the survey or disclosure identifies asbestos containing materials (ACM) and the ACM is not removed prior to occupancy, the Lessor agrees to appoint a building manager who has received an accredited asbestos training; to develop a written operations and maintenance plan for the proper care, maintenance and handling of the ACM; to provide accredited asbestos training for custodians, repair and maintenance personnel; to inform occupants, maintenance and repair personnel where ACM are located and notify them regarding the availability of the survey reports. Lessor further agrees that compliance with any laws regarding asbestos (including the cost of removal and restoration of the Premises thereafter) is the sole responsibility of the Lessor. When ACM within the Premises are to be abated, it shall be performed in conformance with the requirements specified in the Asbestos Hazards Emergency Response Act. Accredited means qualified through a program or course approved by the Environmental Protection Agency.

If Lessor fails to comply with the terms of this section in the requisite time period, Lessee shall have the right to terminate this Lease, without penalty, with ninety (90) days prior written notice to Lessor.

Section 4.4 Definitions. For the purpose of this lease "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced, or subsequently enacted.

ARTICLE V - MAINTENANCE, REPAIRS AND ALTERATIONS

Section 5.1 Lessee's Maintenance and Repair of the Premises. The Lessee will at its own cost during the term of this lease and any extensions thereof keep the Premises in a good and safe condition, reasonable use and wear and tear and unavoidable casualty excepted. Lessee's obligations, under this section, do not include structural repairs, common areas of the Property, and natural wear, decay, or damage by the elements or other casualty (occurring without fault of the Lessee or other persons permitted by the Lessee to occupy or enter the Premises or any part thereof). Maintenance and repair of interior glass within the Premises is the sole responsibility of the Lessee and any glass broken during the term of this lease is to be promptly replaced by and at the expense of the Lessee with glass of the same size, kind and quality, unless caused by the negligent act or omission of the Lessor or its authorized representatives.

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Section 5.2 Repairs by the Lessor. The Lessor shall keep the common areas and the structural integrity of the Property in good condition and repair during the term of the lease. The Lessor shall diligently proceed with any repairs affecting or causing serious threats to health and safety no later than three (3) days and no later than thirty (30) days for other repairs after written notice by Lessee. If Lessor fails to make repairs in the requisite time period, Lessee shall have the right to repair and offset said cost of repairs from the monthly rent or immediately demand monetary reimbursement in legal tender of the United States of America from the Lessor which shall be paid within five (5) days of said written demand by Lessee.

No compensation or claim will be allowed by the Lessor by reason of inconvenience or annoyance arising from the necessity of repairing, altering, or improving any portion of the building of which the Premises hereby leased are a part, however the necessity may occur.

Section 5.3 Lessor's Right of Entry. The Lessee will allow the Lessor and the agents of the Lessor, at reasonable times and upon prior notice, to enter upon the Premises and examine the condition thereof and to make repairs thereto.

Section 5.4 Alterations. Lessee will not make any alterations or additions whatsoever to the Premises without first obtaining Lessor's written approval of the plans and specifications thereof, which shall not be unreasonably withheld.

ARTICLE VI - LESSEE'S RESPONSIBILITIES, LIABILITY, AND INSURANCE

Section 6.1 Lessee's Responsibilities. The Lessee shall be responsible for injury caused by the Lessee's officers and employees in the course and scope of their employment to the extent that the Lessee's liability for such damage or injury has been determined by a court or otherwise agreed to by the Lessee. The Lessee shall pay for such damage and injury to the extent permitted by law provided that an appropriation is enacted for that purpose.

Section 6.2 Liability of Lessor. The Lessor shall not be liable to the Lessee for damage to person or property arising for any reason, except that the Lessor shall be liable to the Lessee for damage to the Lessee resulting from the negligent act or omission of the Lessor or its authorized representatives.

Section 6.3 Insurance. Lessee, as a sovereignty, is self-insured and therefore insurance, including but not limited to, public liability, property damage, fire, plate glass, and business interruption insurance, is not required.

Section 6.4 Fire Insurance. The Lessor, either separately or through an association of owners, will carry fire and extended coverage insurance on the Property of which the Premises are a part. The insurance shall cover the structural portion of the building, plus all structural improvements constructed by the Lessee. To the extent that coverage of Lessee's structural improvements shall increase the insurance premium otherwise payable by the Lessor, Lessee shall upon demand, reimburse the Lessor for the increased cost. The term "structural improvements" as used herein shall not include "trade fixtures."

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ARTICLE VII - PROPERTY OF LESSEE

Section 7.1 Property of Lessee. All personal property of any kind or description whatsoever on the Premises shall be at the Lessee's sole risk, and the Lessor shall not be liable for any damage done to or loss of such personal property or damage or loss suffered by the business or occupation of the Lessee arising from any act or neglect of co-tenants or other occupants of the building or of other persons, from bursting, overflowing, or leaking of water, gas, sewer, or steam pipes or from any fixtures, appliances or devices connected to same, or from electric conduit, wires, fixtures, appliances or devices, or from chemicals or bacteria or odors, or caused in any other manner whatsoever unless caused by the negligent act or omission of Lessor or its authorized representatives.

ARTICLE VIII - CONDEMNATION

Section 8.1 Condemnation. In the event during the term of this lease or any extensions thereof, the Premises or any part thereof shall be taken or condemned by any authority having the power of eminent domain, then and in such event, this lease shall cease and terminate as of the date Lessee is required to vacate the Premises, and the rent reserved shall be apportioned and paid up to that date. All compensation and damages payable for or on account of the Premises and common areas and the Property thereof, except for improvements constructed or owned by the Lessee, shall be payable to and be the sole property of the Lessor. Lessee shall be compensated for all improvements constructed or owned by the Lessee. The Lessee shall not be entitled to any claim against the Lessor for condemnation of or indemnity for the leasehold interest of the Lessee.

Section 8.2 Partial Taking. In case only part of the Premises shall be so taken or condemned, the rent thereafter payable for the unexpired remainder of the term shall be reduced in the same proportion that the area of the Premises so taken or condemned bears to the total area of the Premises hereby demised, PROVIDED, HOWEVER, that either party has the right to terminate this lease at its option in the event of a partial taking of at least 25% of the Premises without further obligation under this lease.

ARTICLE IX - CASUALTY

Section 9.1 Fire. The Lessee shall in case of fire give immediate notice thereof to the Lessor, and in case the Premises or the building and other improvements in which the Premises are located are totally or partially destroyed or damaged by fire or other cause as to render the Premises or the building and other improvements in which the Premises are located totally or partially inaccessible or unusable or untenantable for a period exceeding one hundred twenty (120) days then this lease may be terminated at the option of either party hereto; that if the Premises or the building and other improvements in which the Premises are located are damaged as aforesaid so as to render the Premises or the building and other improvements in which the Premises are located totally or partially inaccessible or unusable or untenantable for a period of

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more than sixty (60) days but not exceeding one hundred twenty (120) days, there shall be an abatement of fifty percent (50%) of the basic rent specified in Section 2.1 hereof during the period the Premises cannot be occupied; that if the Premises cannot be occupied as aforesaid for a period of less than sixty (60) days, there shall be no abatement in rent.

If twenty-five percent (25%) or more of the rentable area of the building of which the Premises form a part cannot be occupied due to fire or other casualty or if the Lessor is unable to obtain a building permit to repair any portion of the Premises which have been damaged by fire or other casualty or which have been declared unsanitary or unsafe by any governmental agency or authority, then the Lessor may cancel this lease, even though the Premises may not be damaged. Written notice of cancellation shall be given to the Lessee within thirty (30) days after such damage or declaration by civil authority and thereafter the Lessee shall immediately surrender possession.

ARTICLE X - DEFAULT

Section 10.1 Remedies on Lessee's Default. This lease is upon the express condition that, if Lessee shall fail to pay the rent herein reserved or any part thereof as the same becomes due, or shall fail to faithfully observe and perform any other term, covenant or condition of this lease, or shall abandon the Premises, or shall suffer this lease or any estate or interest hereunder to be taken on execution, or shall suffer any mechanic's or materialmen's lien to attach to said Premises, and shall fail to secure the discharge or release thereof within a reasonable time after the entry of any judgment or order of a court of competent jurisdiction for the foreclosure or other endorsement of the lien and the breach or default shall continue for a period of thirty (30) days after delivery of a written notice of any such breach or default by personal service, registered mail or certified mail, then in that event, Lessor may at once reenter the Premises and, upon or without the entry, at its option, terminate this lease without any further service or notice or legal process, and may expel and remove from the Premises, Lessee and those claiming under it and its effects and Lessor may store, remove and dispose of any of Lessee's improvements or personal property at Lessee's expense; and may then or at any time before or thereafter bring an action for summary possession of said Premises, all without prejudice to any other remedy or right of action which Lessor may have for arrears of rent or other breach of contract; PROVIDED, HOWEVER, that if the nature of the default, other than nonpayment of rent is such that the same cannot be reasonably cured within a thirty-day period, Lessee shall not be deemed to be in default if Lessee shall, within the period, commence a cure and thereafter diligently prosecute the same to completion.

Section 10.2 Nonwaiver. The acceptance of rent by Lessor or its agent shall not be deemed to be a waiver by it of any breach by Lessee of any covenant contained herein or of Lessor's right to reenter for breach of condition.

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ARTICLE XI - SURRENDER, HOLDING OVER

Section 11.1 Surrender of Premises. At the end of the term of this lease or other earlier termination of this lease, Lessee will peaceably deliver to Lessor possession of the Premises together with all improvements thereon by whomsoever made, in good repair, order and condition, reasonable wear and tear and unavoidable casualty excepted.

The Lessee may, at its option, remove any trade fixtures placed on the Premises by Lessee which can be reasonably removed from the Premises. If the Lessee fails to remove any personal property or trade fixtures that Lessee has informed Lessor will be removed from the Premises, after thirty (30) days written notice by Lessor, the Lessor may remove such trade fixtures and personal property from the Premises and either deem them abandoned and dispose of them or place them in storage at the cost and expense of Lessee, and the Lessee does agree to pay all costs and expenses for disposal, removal, or storage of the trade fixtures and personal property.

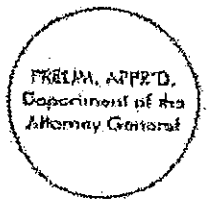
The Lessee will allow the Lessor during the last month of the term hereof to affix to or keep on the Premises "For Rent" notice, and will allow the Lessor to show the Premises during business hours to prospective Lessees upon advance notice.

Section 11.2 Holding Over. If Lessee shall remain in possession of the Premises after the expiration of the lease term without executing or intending to execute a document extending or renewing this lease, Lessee shall be deemed to occupy the Premises as a tenant from month to month at the rent herein reserved, subject to all the other terms, covenants, and conditions herein contained insofar as the same are applicable to a month-to-month tenancy. Both Lessor and Lessee have the right to terminate such month-to-month tenancy with at least thirty (30) days prior written notice to the other party.

[NOTE:] Lessor shall waive the "increase in rent due" as stated in Article XI, Section 11.2, Surrender, Holding Over, of the original Lease dated August 25, 1997 (with Amendment 1 and Amendment 2) between OLELO: the Corporation for Community Television (Lessor) and the State of Hawaii (Lessee), upon the execution of this Lease.

ARTICLE XII - NOTICE

Section 12.1 Notice. Any rental invoice, Operating Costs adjustment, notice, demand, request, consent, approval, or communication that either party desires or is required to give the other party or any other person and any rental invoice from the Lessor to the Lessee shall be in writing and either served personally or sent by prepaid, first-class mail. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party shall be addressed to the other party at the address set forth below. Any rental invoice from the Lessor to the Lessee shall be addressed to the Lessee at the address set forth below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.



To the Lessor at: ʻOLELO Community Television
1122 Mapunapuna Street
Honolulu, Hawaii 96819

To the Lessee at: State of Hawaii
Department of Accounting and
General Services, Public Works Division
Attn: Lease No. 92-16-0433
1151 Punchbowl Street, Suite 429
Honolulu, Hawaii 96813

ARTICLE XIII - SUBORDINATION, ESTOPPEL, ATTORNMENT

Section 13.1 Lease Subordinate to Mortgages. This lease shall be subject and subordinate to the lien of any mortgage in any amount or amounts whatsoever now existing or hereafter placed on the land and buildings of which the Premises form a part without the necessity of any other instrument or act on the part of the Lessee to effectuate the subordination, provided the mortgagee named in any mortgage shall agree that in the event of foreclosure it will not join the Lessee as a party defendant in the foreclosure action and will not take any action to terminate this lease so long as the Lessee is not in default hereunder. The Lessee covenants and agrees to execute and deliver upon demand a further instrument or instruments evidencing the subordination of this lease to the lien of any mortgage or mortgages as may be required by the Lessor.

Section 13.2 Ground Lease. Lessee shall not be responsible to pay any ground rents or ground rent increases or master ground lease payments or ground lease increases to Lessor.

Section 13.3 Attornment. Lessee agrees to attorn to the assignee, transferee, or purchaser of Lessor's interest from and after the date of notice to Lessee of any assignment, transfer or sale, in the same manner and with the same force and effect as though this lease were made, in the first instance, by and between Lessee and the assignee, transferee or purchaser. If any proceedings are instituted for foreclosure, or in the event of the exercise of the power of sale under any mortgage or deed of trust made by Lessor covering the Property, Lessee shall, upon Lessor's request, attorn to the purchaser upon any foreclosure or sale and recognize the purchaser as the Lessor under this lease.

Section 13.4 Transfer Documents. In the event of any such sale, assignment, mortgage, transfer or hypothecation, Lessee will promptly execute any and all documents, including but not limited to consents and true and accurate estoppel certificates, as may be deemed necessary to the transaction by the Lessor. Further, in the event that for any business purpose of Lessor it shall be necessary for Lessor that Lessee execute documents, including but not limited to consents and estoppel certificates, Lessee agrees to execute any and all of said documents, provided only that the documents accurately and truthfully reflect the matters contained therein.

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Department of the
Attorney General

The Lessee shall upon and after written notice, received as designated in Section 12.1, act upon the requested document. The Lessee shall respond within the time period of ten (10) business days or such additional time period the Lessee may request.

ARTICLE XIV - GENERAL

Section 14.1 Time is of the Essence. Time is of the essence in all provisions of this lease.

Section 14.2 Hawaii Law; Venue; Jurisdiction. This lease shall be construed, interpreted, and governed by the laws of the State of Hawaii. The venue for any judicial action with respect to this lease shall be in the county or city and county in which the Property is situated. All parties to this agreement shall submit to the jurisdiction of the State Courts of the State of Hawaii for all purposes relating to this lease.

Section 14.3 Exhibits - Incorporation in Lease. All exhibits referred to are attached to this lease and hereby are deemed incorporated by reference.

EXHIBIT "A" Floor Plan
EXHIBIT "B" Parking Plan
EXHIBIT "C" Asbestos Survey to follow within ninety days
EXHIBIT "D" Submetered Area of Premises

Section 14.4 Singular and Plural. When required by the context of this lease, the singular shall include the plural.

Section 14.5 Headings. The article and paragraph headings herein are inserted only for convenience and reference and shall in no way define, describe or limit the scope or intent of any provision of this lease.

Section 14.6 Successors and Assigns. The term "Lessor" as used herein shall include the Lessor, its successors and assigns, and the term "Lessee" as used herein shall include the Lessee and its successors and assigns.

Section 14.7 Partial Invalidity. If any term, provision, covenant or condition of this lease should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this lease shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Section 14.8 Interior Improvements. (NONE) Should there be any construction during the term of this Lease, Lessor shall construct such improvements in accordance with the final plans as mutually agreed upon by Lessor, Lessee, and the Department of Accounting and General Services, subject to complying with all applicable building codes, laws (including HRS, chapter 104,) and regulations. The Lessor shall first obtain approval from the Disability and

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Department of the
Attorney General

Communication Access Board of proposed Interior Improvements in compliance with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) as required by Hawaii Revised Statutes Section 103-50.

Section 14.9 Americans with Disabilities Act (ADA) Compliance. The Lessor shall comply with the mandates of the Americans with Disabilities Act of 1990 and any amendments thereto and the regulations promulgated thereunder, on all new construction and alterations of nonresidential facilities, including the Premises herein. All new construction and alterations must be made "readily accessible to and usable by" disabled individuals. Disabled individuals must be able to approach, enter and use the leased premises easily and conveniently. Access must be provided to primary entrances, parking areas, routes to and from the building, bathrooms and water fountains, and other goods, services and programs of the leased premises. The Lessor shall not be required to provide physical access to a historic property if doing so would threaten or destroy its historic features. Lessor further agrees that, if it is determined that the building, including all common areas, does not comply with the ADA, or meet minimum level of accessibility (Minimum Access), or both, the Lessor shall be solely liable for such failure and Lessor shall take all necessary actions, including remodeling, to bring the building or premises (if Lessor providing turnkey improvements) into compliance. Minimum Access means:

(a) At least one accessible entrance complying with Americans with Disabilities Act Accessibility Guidelines (ADAAG) 4.14. Such entrance shall be an entrance used by the general public (i.e., not a service or freight entrance).

(b) At least one accessible route complying with ADAAG 4.14 to the Premises where Lessee's functions are conducted.

(c) If toilet facilities are provided:

1. One (1) toilet facility for each sex in the building; or

2. One (1) unisex toilet. However, if alterations are being done as a condition of the Lessee's occupancy, a unisex toilet is acceptable only if alterations to existing toilet facilities for each sex are technically unfeasible as defined in ADAAG 4.1.6(1)(j);

3. The Lessee will choose the option which provides greater access. Said toilet facilities shall conform with ADAAG 4.22, 4.23, and 4.1.6 (3) (e).

(d) Accessible parking complying with ADAAG 4.1.2 (5) [(a)-(e)], 4.1.3 (8) (b) (i), 4.1.6 (1) (b), and 4.6 if customer or employee parking is provided and included in the lease.

The Lessee shall ensure that its programs and services in the leased premises are "program accessible." This means that each service, program and activity is readily accessible to and usable by disabled individuals. See also, Title II of the Americans with Disability Act and Section 504 of the Rehabilitation Act of 1973, as amended.

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Section 14.10 Moving Allowance. (NONE)

Section 14.11 Days. Days shall mean calendar days unless otherwise specified.

Section 14.12 Tax Clearances. Pursuant to Hawaii Revised Statutes, section 103-53, tax clearances from the State of Hawaii Director of Taxation (DOTAX) and the Internal Revenue Service (IRS) are required as a prerequisite to entering into the lease agreement with the present and any future Lessor(s). Tax clearances from the DOTAX and IRS are also required for the final payment of this lease agreement.

Section 14.13 Notarized Signatures. Lessor's notarized signature(s) is attached and made a part of this document.

Section 14.14 Entire Agreement; Modification; Executed in Counterparts. This lease contains all the agreements of the parties and cannot be amended or modified except by a written agreement. This lease may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All of such counterparts together shall constitute one and the same lease, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this lease, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

FORM APP'D.
Department of the
Attorney General

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day, month, and year first above written.

'OLELO Community Television
a Hawaii non-profit corporation

By: Roy K. Amemiya, Jr.
Name: Roy K. Amemiya, Jr.
Its: CEO & President
Date: 11/16/11

LESSOR

STATE OF HAWAII

By: _____
Comptroller
Department of Accounting and
General Services
Date: _____

LESSEE

DEPARTMENT APPROVED:

_____
Superintendent
Department of Education
Date: _____

APPROVED AS TO LEGALITY, FORM,
EXCEPTIONS, AND RESERVATIONS:

_____
Deputy Attorney General
Date: 11/1/11

PRELIM. APP'D.
Department of the
Attorney General

ACKNOWLEDGMENT

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

On this 16 day of November, 2011, before me personally appeared Roy K Amemiya, Jr., to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Colleen Isono

Notary Public, State of Hawaii
Print Name COLLEEN ISONO
My commission expires: 4/21/2013

(S)

Notary Seal Affixed:

Date of the Notarized Document: 11/16/2011

Number of Pages: 21 (S)

Identification or Description of the Document being Notarized:

Lease Agreement

Printed Name of Notary: COLLEEN ISONO First Circuit

Colleen Isono 11/16/11

Notary's Signature and Notary's Official Stamp or Seal Date

APPR'D. Department of the Attorney General

ACKNOWLEDGMENT

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

On this _____ day of _____, 2011, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

_____
Notary Public, State of Hawaii
Print Name: _____
My commission expires: _____

Notary Seal Affixed:

_____

Date of the Notarized Document: _____

Number of Pages: _____

Identification or Description of the Document being Notarized:

_____

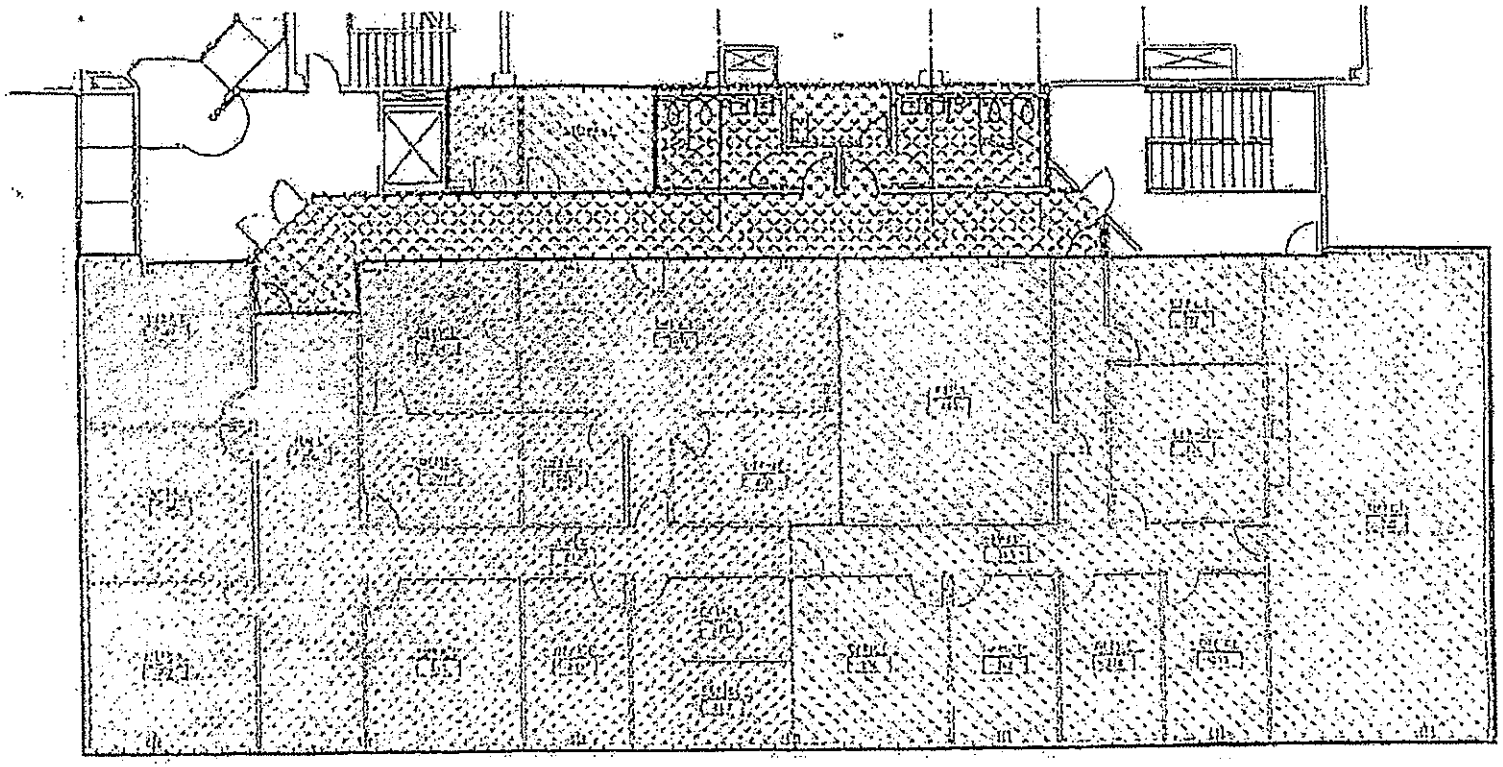
_____

Printed Name of Notary: _____ _____ Circuit

_____
Notary's Signature and Notary's Official Stamp or Seal Date

PRELIM. APP'D.
Department of the
Attorney General

EXHIBIT "A"



2ND FLOOR LEASING PLAN

Scale: 1/16"=1'-0"

	TELESCHOOL DEPARTMENT	3235 + 66 = 3301 S.F.
	STUDENT INFORMATION SERVICES	3029 + 127 = 3156 S.F.
	COMMON AREA	901 S.F.

RENTABLE AREA IN TENANT

SQUARE FOOTAGE

000129

FRED WARD APPROVED
Department of the Attorney General

the cjs group architects llc

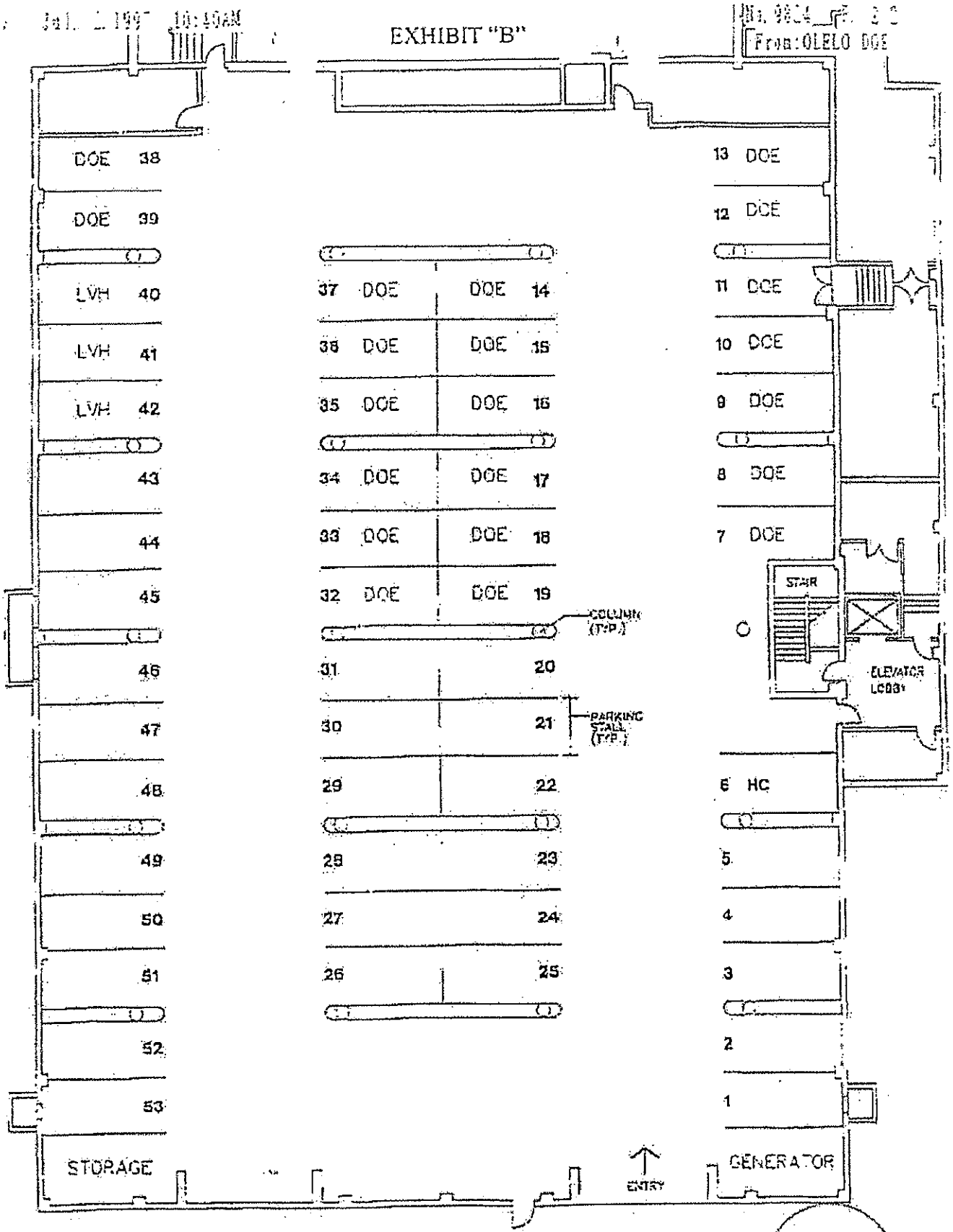
Project: OLELO - TENANT IMP.
DOE

Drawing Title:
2ND FLOOR LEASING PLAN

Project No: 96862.00
Date: 11-11-96
Drawn By: JF
File Name: OL2-LEA.DWG

Sheet 1 of 1

EXHIBIT "B"



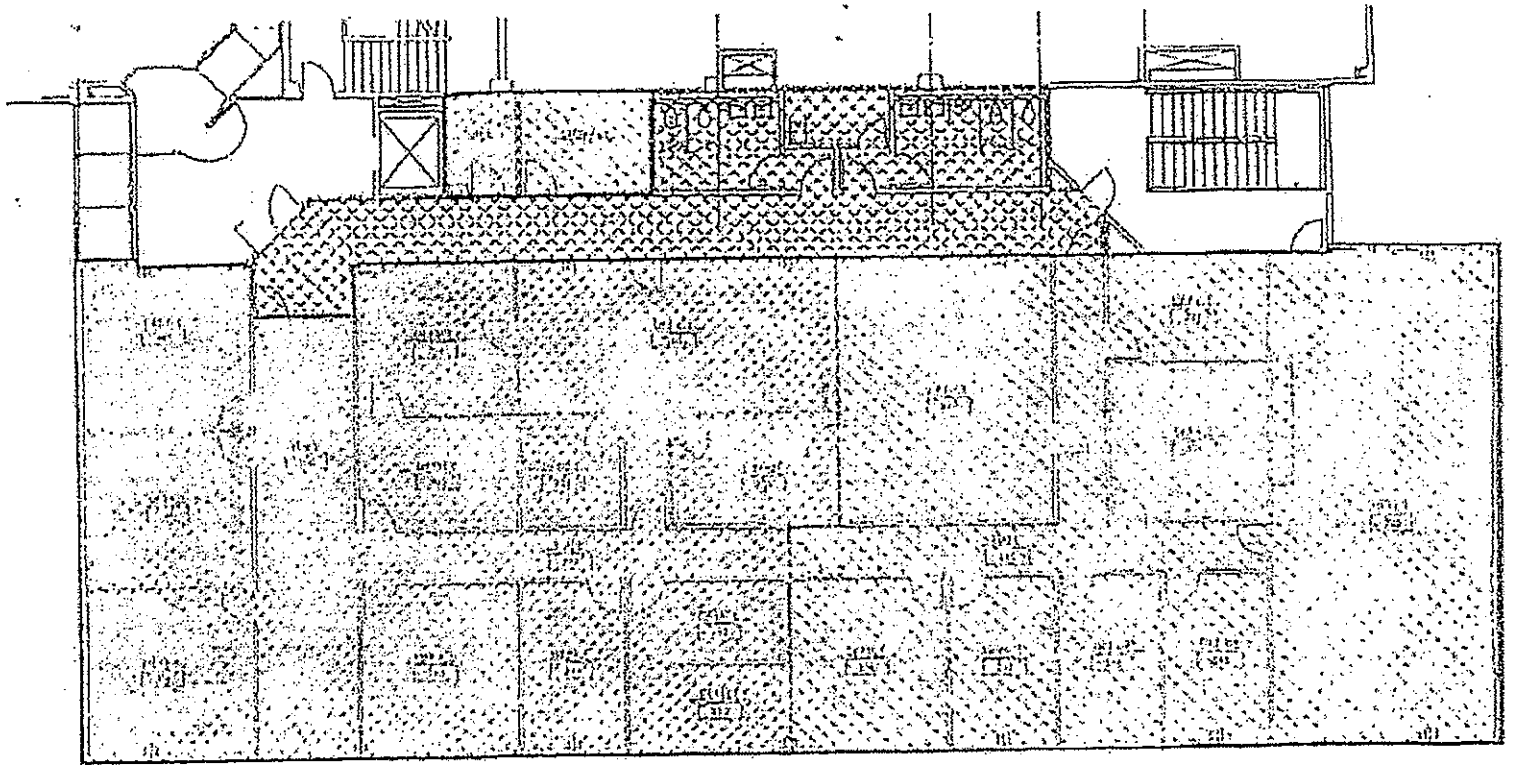
BASEMENT FLOOR PARKING PLAN

SCALE: 1" = 20'-0"

FILED AFTER
Department of the
Attorney General

000131

EXHIBIT "D"



SHADED AREA IN PLAN

2ND FLOOR LEASING PLAN

scale: 1/16"=1'-0"

	TELESCHOOL DEPARTMENT	1235 + 66 = 1301 S.F.
	STUDENT INFORMATION SERVICES	3029 + 127 = 3156 S.F.
	COMMON AREA	901 S.F.

Project: DLELO - TENANT IMP.
DOE

Drawing Title:
2ND FLOOR LEASING PLAN

Project No. 96867.00
Date: 11-11-96
Drawn By: JF
File Name: 02-LEA.DWG
Sheet 1 of 1

the cjs group architects ltd

C

FIRST AMENDMENT OF LEASE

This First Amendment of Lease (the "Amendment") is made on this 30th day of May, 2006. For valuable consideration, and receipt and sufficiency of which are hereby expressly acknowledged, Landlord and Tenant agree that:

I. Definitions

In this Amendment, the following terms have the meaning given:

A. Landlord: **'ŌLELO COMMUNITY TELEVISION**, a Hawaii corporation.

B. Tenant: [redacted]

C. Lease: Lease dated May 10, 1996, between Landlord and Honolulu Cellular Telephone Company for approximately 268 square feet on the roof and exterior walls of the building, along with approximately 457 square feet of the real property, located at 1122 Mapunapuna Street, Honolulu, Hawaii, as more particularly described in the Lease.

D. Effective Date: November 21, 2005.

Any capitalized term used in this Amendment which is not defined in this amendment has the meaning set forth for such term in the Lease.

II. Purpose

Landlord and Tenant have agreed to an extension of the term of the Lease. Tenant has also agreed to assume the obligations of the original tenant under the Lease and to acknowledge and pay the increased Ground Lease Rent as set forth herein. Therefore, the purpose of this Amendment is to extend the term of the Lease, to provide for Tenant's assumption of the obligations under the Lease and to acknowledge and provide for the payment of increased Ground Lease Rent as set forth herein.

III. Rent for Extended Term

As of the Effective Date, Section 3.1 of the Lease entitled "Base Rent" is hereby amended in its entirety to read as follows:

> "For each and every month during the term of this Lease, commencing on the first day of the month

following the Commencement Date and up to and including June 31, 2006, Tenant shall pay to Landlord on or before the first day of the month, at Landlord's office or at any other place designated by Landlord, without deduction or offset, prior notice of demand, EIGHT HUNDRED AND 00/100 DOLLARS ($800) per month in lawful money of the United States of America, ***plus*** provide Landlord with a credit up to FOUR HUDNRED AND 00/100 DOLLARS ($400) per month in cellular airtime usage allowance ("usage allowance") on Tenant's cellular system. The usage allowance shall be used to offset any access and airtime charges normally assessed under the rate plan(s) selected by Landlord for its various cellular telephones activated on Tenant's cellular system, but may not be utilized to offset activation charges, toll charges, roaming charges or other similar charges assessed by other telecommunications carriers. Any unused usage allowance remaining at the end of any given month shall be forfeited and may not be carried forward. No usage allowance shall be assignable to or convertible to cash or other equivalent consideration except as set forth in the Lease, as the same may be amended from time to time.

Beginning on July 1, 2006, Tenant shall pay the base rent for each and every month for the respective periods set forth below:

July 1, 2006 thru June 30, 2007	$1,560.00
July 1, 2007 thru June 30, 2008	$1,606.80
July 1, 2008 thru June 30, 2009	$1,655.00
July 1, 2009 thru June 30, 2010	$1,704.65
July 1, 2010 thru June 30, 2011	$1,755.79
July 1, 2011 thru June 30, 2012	$1,808.47
July 1, 2012 thru June 30, 2013	$1,862.72
July 1, 2013 thru June 30, 2014	$1,918.60
July 1, 2014 thru June 30, 2015	$1,976.16
July 1, 2015 thru June 30, 2016	$2,035.45

Effective July 1, 2006, no further cellular airtime credits or usage allowances shall be given to Landlord by Tenant."

IV. Ground Lease Rent

Pursuant to Section 3.2 of the Lease entitled "Ground Lease Rent", Tenant acknowledges that it shall pay Landlord its pro rata share of increased Ground Lease Rent in the following amounts for the following periods:

(1) For the period October 1, 2004 to October 31, 2005, the sum of TWO HUNDRED FORTY-THREE AND 20/100 DOLLARS ($243.20); and

(2) For the period November 1, 2005, the monthly sum of ONE HUNDRED EIGHTY-FOUR AND 63/100 DOLLARS ($184.63) through the remaining term of the Lease, which pro-rata share shall be adjusted upon any ground rent increase.

V. Brokers

Landlord is represented by Leandro Corporation. Tenant represents and warrants to Landlord that Tenant is unrepresented with regard to this Amendment. Landlord and Tenant will indemnify and hold the other harmless from any claim for fees or commissions from anyone with whom either of them has consulted or negotiated with regard to this Amendment.

VI. Confirmation of Lease

Landlord and Tenant confirm and ratify in all respect the terms and conditions of the Lease, as amended by this Amendment.

VII. Counterpart Signatures

This Amendment may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument, binding all the parties thereto, notwithstanding that all the parties are not signatories to the original or the same counterpart. Facsimile copies shall be deemed the equivalent or of originals, but originals must be exchanged promptly by all parties.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date set forth above.

'ŌLELO COMMUNITY TELEVISION, a Hawaii corporation

By: _____
Its: President/CEO

By: _____
Its: Chair

"Landlord"

[redacted]

By: _____
Its: _____

"Tenant"

AWS 08241

LA

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SNDA

PTR

LEASE

THIS LEASE is made this 10th day of May, 1996, by and between 'ŌLELO: THE CORPORATION FOR COMMUNITY TELEVISION, a Hawaii corporation, whose address is 1122 Mapunapuna, Suite 100, Honolulu, Hawaii 96819, hereafter called "Landlord", and [redacted]

1. Premises.

1.1 Description of Premises. Landlord, for and in consideration of the rents, covenants and agreements reserved and contained in this Lease, and on the part of Tenant to be paid, observed and performed, does demise and lease to Tenant, and Tenant does lease from Landlord, certain space of approximately 266 square feet on the roof and exterior walls of the building (the "Building") along with approximately 457 square feet of the real property (the "Real Property"), both of which are shown on Exhibit "A", attached hereto and made a part hereof, and are hereinafter collectively referred to as the "Premises". A description of the Real Property is attached hereto as Exhibit "B" and made a part hereof.

1.2 Tenant Accepts the Premises "As Is", "Where Is". Tenant accepts the Premises in its existing condition on the Commencement Date (defined in Section 2.1 below) in an "AS IS", "WHERE IS" condition, without any warranties or representations, expressed or implied by Landlord as to the condition thereof, except for express warranties set forth in this Lease.

1.3 Testing Prior To Construction of Improvements. Prior to the construction of the initial improvements described in this subsection, Tenant shall conduct such tests and investigations to ensure to Landlord's reasonable satisfaction, that Tenant's use of the Premises, as described in this Lease, shall not interfere with Landlord's existing and future cable television operations.

2. Term. The term of this Lease (the "Term") shall be for a period of one hundred twenty (120) months, commencing on the date Tenant notifies Landlord that Tenant is prepared to commence construction of the improvements described in this Lease or July 1, 1996, whichever is sooner (the "Commencement Date"), and terminating at the end of the one hundred twentieth (120th) month thereafter, unless sooner terminated as provided in this Lease, or extended pursuant to Tenant's option to extend the term of this Lease as set forth below.

2.1 Option to Extend Term. Tenant is given the option to extend the Term on all the provisions contained in this Lease, except for rent, for a period of one hundred twenty (120) months ("Extended Term") following expiration of the Term (the

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"Option"). The Option to extend shall be exercised, if at all, by giving notice of exercise of the option ("Exercise Notice") to Landlord at least one hundred eighty (180) days, but not more than two hundred forty (240) days before the expiration of the Term. Once the Option is exercised, Tenant shall have no right to withdraw and/or rescind the exercise of the Option. Notwithstanding the foregoing, if an uncured event of default has occurred under this Lease (subject, however, to normal cure periods as allowed by this Lease), prior to the delivery of the Exercise Notice, the Option shall be void and of no force or effect. Further, if an uncured event of default exists (subject, however, to normal cure periods as allowed by this Lease) subsequent to the delivery of the Exercise Notice, but prior to the commencement of the Extended Term, Landlord may accept or reject such Exercise Notice in its sole and absolute discretion. Tenant acknowledges and agrees that the Option is personal to Tenant, and may not be assigned or transferred, with or without its interest in this Lease, to any party other than Tenant's parent company or sister entities operating under the umbrella of Tenant's parent company.

2.2 Rent Set by Arbitration. If Tenant exercises the Option, then the rent for the Extended Term shall be adjusted to equal fair market rental for the Premises as of the date of the commencement of such Extended Term, pursuant to the procedures hereinafter set forth. As used herein, the term "fair market rental" means the rent rate per square foot being charged for other comparable space in the Mapunapuna area of Honolulu, taking into consideration the location of the Premises in relation to such other comparable space, the rental market in such other locations compared to the rental market for the Premises, improvements or allowances provided, or to be provided, rental abatements, lease take-overs/assumptions, other forms or rental concessions, proposed terms of leases in light of the duration of the Extended Term, the extent of services and utilities provided, or to be provided, use limitations or restrictions, the time a particular lease or rental under consideration became or is to become effective, and any other relevant terms or conditions; provided, however, that in no event shall fair market rental be less than one hundred ten percent (110%) of the rent in effect immediately prior to the commencement of the Extended Term.

2.2.1 Landlord Notice of Fair Market Rental. Fair market rental as of the commencement of the Extended Term shall be determined by Landlord, with written notice thereof given to Tenant no later than two hundred forty (240) days prior to the date of commencement of the Extended Term, which information Tenant shall use in good faith in determining whether to exercise the Option. In the event Tenant disagrees with the fair market rental determined by Landlord, Tenant shall have the right to arbitrate the question pursuant to the provisions set forth below. Failure on the part of Tenant to demand arbitration within thirty (30) days after receipt of notice from Landlord of Landlord's determination of fair market rental, shall bind Tenant to the fair market rental as determined by Landlord. Should Tenant elect to arbitrate, and if the arbitration is not concluded before the commencement of the Extended Term, Tenant shall pay rent to Landlord in an amount equal to the fair market rental set forth in Landlord's statement, until the fair market rental is determined. If the fair market rental

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as determined by arbitration differs from Landlord's figure, then any adjustment required to correct the amount previously paid by Tenant shall be made by payment by the appropriate party within thirty (30) days after such determination of fair market rental has been concluded.

2.2.2 Arbitration of Fair Market Rental. In the event Tenant disputes the amount determined by Landlord as fair market rental, Tenant may require the Landlord to submit the dispute to arbitration. The judgment or the award rendered in any such arbitration may be entered in any court having jurisdiction, and shall be final and binding between the parties, absent fraud or gross error. The arbitration shall be conducted and determined in the City of Honolulu, State of Hawaii, in accordance with the then prevailing rules of the American Arbitration Association, or its successors, for commercial disputes, except to the extent that the procedures mandated by such rules shall be modified as follows.

2.2.3 Tenant Demand. Tenant shall make demand for arbitration in writing within thirty (30) days after service of Landlord's determination of fair market rental under Section 2.2.1. Tenant's notice shall specify the name and address of the person to act as the arbitrator on its behalf. If Tenant fails to make a timely and proper demand for such arbitration (including nomination of his arbitrator), then Landlord's determination shall be final and binding on the parties. If Tenant initiates arbitration, Landlord shall give notice to Tenant within thirty (30) days after receipt of Tenant's notice, specifying the name and address of the person designated by Landlord to act as arbitrator on its behalf. If Landlord fails to notify Tenant of the appointment of its arbitrator within or by the time above specified, then the arbitrator appointed by Tenant shall be the sole arbitrator to determine the issue.

2.2.4 Procedure for Arbitration. In the event that the two (2) arbitrators are chosen pursuant to Section 2.2.3 above, such arbitrators shall meet within ten (10) business days after the second arbitrator is appointed and, if within ten (10) business days after such meeting the two arbitrators are unable to agree upon a determination of fair market rental, they, themselves, shall appoint a third arbitrator. In the event they are unable to agree upon such appointment within five (5) business days after expiration of such ten (10) day period, the third arbitrator shall be selected by the parties themselves, if they can agree thereon, within a further period of ten (10) business days. If the parties do not so agree, then either party, on behalf of both, may request appointment of the third arbitrator by the American Arbitration Association, Honolulu office; and the other party shall not raise any objection as to such Association's power and jurisdiction to entertain the application and make the appointment.

2.2.5 Resolution Where No Prior Agreement. Where an issue cannot be resolved by agreement between the two arbitrators selected by Landlord and Tenant, or settlement between the parties during the course of arbitration, the issue shall be resolved by the three arbitrators in accordance with the following procedure.

The arbitrator selected by each of the parties shall state in writing his determination of the fair market rental, supported by the reasons therefor, with counterpart copies to each party. The arbitrators shall arrange for a simultaneous exchange of such proposed resolutions. The third arbitrator shall select which of the two (2) proposed resolutions most closely approximates his own determination of fair market rental; and the third arbitrator shall have no right to propose a middle ground or any modification of either of the two (2) proposed resolutions. The resolution he chooses as most closely approximating his own determination shall constitute the decision of the arbitrators and be final and binding upon the parties, absent fraud or gross error. The arbitrators shall decide the issue within ten (10) days after the appointment of the third arbitrator in the manner herein specified.

2.2.6 Replacement of Arbitrator. In the event of a failure, refusal or inability of an arbitrator to act, his successor shall be appointed in the same manner as such arbitrator was first chosen hereunder. Any decision in which the arbitrator appointed by Tenant and the arbitrator appointed by the Landlord concur shall be binding and conclusive upon the parties, absent fraud or gross error. Each party shall pay the fee and expenses of its respective arbitrator and both parties shall share the fee and expenses of the third (3rd) arbitrator (including any witnesses or experts consulted by the third arbitrator), if any, and the attorneys' fees and expenses of counsel for the respective parties and of witnesses shall be paid by the respective party engaging such counsel or calling such witnesses.

2.2.7 Evidence and Consultation; Qualifications of Arbitrators. The arbitrators shall have the right to consult experts and competent authorities with factual information or evidence pertaining to a determination of fair market rental, but any such consultation shall be made in the presence of both parties (or their representatives) with full right on their part to cross-examine. The arbitrators shall render their decision and award in writing with counterpart copies to each party. The arbitrators shall have no power to modify the provisions of this Lease. Each arbitrator designated or selected hereunder shall be qualified as a real estate appraiser familiar with rental of facilities similar to the Premises and of the rental market for such facilities and the Premises, who would qualify as an expert witness over objection to give opinion testimony addressed to the issue in a court of competent jurisdiction.

3. Rent

3.1 Base Rent. For each and every month during the term of this Lease, commencing on the first day of the month following the Commencement Date, Tenant shall pay to Landlord on or before the first day of that month, at Landlord's office or at any other place designated by Landlord, without deduction or offset, prior notice or demand, EIGHT HUNDRED AND 00/100 DOLLARS ($800) per month in lawful money of the United States of America, *plus* provide Landlord with a credit up to FOUR HUNDRED AND 00/100 DOLLARS ($400) per month in cellular airtime usage allowance ("usage allowance") on Tenant's cellular system. The usage allowance shall

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be used to offset any access and airtime charges normally assessed under the rate plan(s) selected by Landlord for its various cellular telephones activated on Tenant's cellular system, but may not be utilized to offset activation charges, toll charges, roaming charges or other similar charges assessed by other telecommunications carriers. Any unused usage allowance remaining at the end of any given month shall be forfeited and may not be carried forward. No usage allowance shall be assignable or convertible to cash or other equivalent consideration except as set forth herein. As a concession to Tenant and only if Tenant is not in default under this Lease, Landlord grants to Tenant a total credit of $800 against the Base Rent due for the first month of the Lease term.

3.2 Ground Lease Rent. Tenant shall pay as additional rent, on a monthly basis, One Hundred Sixty-six and 67/100 Dollars ($166.67) which represents Tenant's share of the ground lease rent payable by Landlord as Lessee under the Ground Lease described in Section 18.1 of this Lease ("Ground Lease Rent"). In the event the Ground Lease Rent is increased during the term of this Lease, Landlord shall, at least thirty (30) days prior to any such increase in the Ground Lease Rent, notify Tenant in writing of any increases in the Ground Lease Rent payable by Landlord and shall also in such notice: 1) calculate Tenant's pro rata share (as determined pursuant to Section 4.1 of this Lease) of the increase in the Ground Lease Rent to be paid by Tenant as additional rent; and 2) instruct Tenant when such payments of additional rent are to commence. Should there exist any conflict between the provisions of this Lease and said Ground Lease, the provisions of said Ground Lease shall control.

Partial months at the commencement and termination of this Lease, as extended, shall be prorated on the basis of a thirty (30) day month.

4. Real Property and Other Taxes.

4.1 Taxes and Assessments. Tenant shall pay to Landlord, within ten (10) days after receipt of billing, its Pro Rata Share of all real property taxes stated in the tax bill for the Real Property in which the Premises are included, including any general or special assessments which may be levied upon or against the Real Property by any governmental authority, or which may be evidenced by improvement or other bonds. "Pro Rata Share" shall refer to a fraction, the numerator of which is the gross square footage of the Premises and the denominator of which is the gross square footage of the Real Property. Notwithstanding the preceding provisions of this Section 4.1, Tenant's Pro Rata Share of taxes may be calculated differently to yield a higher percentage share for Tenant in the event other tenants in the Building are exempt from real property taxes and/or assessments. In such case, the ratio used to calculate Tenant's Pro Rata Share of the real property taxes and/or assessments shall have as its denominator the gross square footage of tenants who are not exempt from real property taxes and/or assessments. Notwithstanding the preceding provisions of this Section 4.1, Tenant's ProRata Share of special assessments shall be that fraction allocable to the calendar year in question calculated

by amortizing the cost over the reasonably useful life of such improvement, as determined by Landlord, with interest on the unamortized balance at the rate charged by the governmental authority imposing such special assessment. Notwithstanding the preceding provisions of this Section 4.1, Landlord acknowledges that Tenant is a public utility and, pursuant to Section 239-3, Hawaii Revised Statutes, Tenant's obligation to pay real property taxes shall be waived to the extent of and for the period of time such real property tax exemption is in effect. Tenant agrees to provide to Landlord copies of any applicable exemption certificates.

4.2 General Excise Tax. Tenant shall pay to Landlord as additional rent, together with each payment of rent or any other payment required hereunder, which is subject to the State of Hawaii general excise tax law, or as it may be amended, and all other similar taxes now or hereafter imposed on Landlord on the rent and other payments in the nature of a gross receipts tax, sales tax, privilege tax or the like (excluding Federal or State net income taxes or the like), whether imposed by the United States, State of Hawaii, any city or county government, or any other governmental entity or authority, an amount which, when added to such rent or other payment, shall yield to Landlord after deduction of all such tax payable by Landlord with respect to all such payments, a net income equal to that which Landlord would have realized for such payment had no such tax been imposed. The present tax so calculated is 4.166%.

4.3 Conveyance Tax. Tenant shall reimburse Landlord within five (5) days of Landlord's demand, for all conveyance taxes, if any, applicable to this Lease.

5. Peaceful Enjoyment. Upon payment by Tenant of the rent required under this Lease to Landlord and upon observance and performance of all the terms, covenants, conditions and agreements contained in this Lease and on the part of Tenant to be observed or performed, Tenant shall peaceably hold and enjoy the Premises during the term of this Lease without hindrance or interruption by Landlord or anyone lawfully or equitably claiming by, through or under Landlord, except as may be expressly provided in this Lease.

6. Utilities.

6.1 Payment by Tenant. Tenant, shall arrange for and pay all charges, including connection fees, for water, heat, sewer, power, telephone services and any other utility supplied to or consumed in or on the Premises. Tenant shall place all refuse, garbage or trash in containers and locations approved by Landlord, including sorting this material into separate components as may be required by any governmental authority, and shall not allow any refuse, garbage or trash to accumulate outside of the Premises except on the day of scheduled trash pick-up services, and then only in areas designated as such according to the rules established for that purpose by Landlord. Landlord shall not be responsible or liable for any interruption in utility services, nor shall such interruption affect the continuation or validity of this Lease.

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6.2 Separate Meters. Tenant shall install, at Tenant's expense, separate meters for electrical power servicing the Premises. Tenant shall make payments, when due, directly to the utility involved for all separately metered utilities servicing the Premises.

7. Operation of Tenant's Business.

7.1 Use of Premises. Tenant agrees that the Premises shall be used exclusively for the active transmission and reception of cellular telephone signals at the spectrum reserved by the Federal Communications Commission for such transmission and reception and for no other use. Tenant agrees that the Premises shall be used and occupied in a careful, safe and proper manner, that no trade or occupation which is noxious or which would result in any increase in the rate charged for insurance on the Premises shall be permitted therein, and that no nuisance nor waste shall be committed or permitted upon, or any damage done to, the Premises. To the extent that Tenant's specific use of the Premises results in an increase in the rate charged for insurance on the Premises or Building, Tenant agrees that such increase shall be the sole cost and expense of Tenant.

7.2 Outside Interference. Landlord and Tenant acknowledge that the operation of their respective telecommunications, television and other related electronic equipment is critical to their respective businesses. As a result, Landlord and Tenant agree to use their best efforts so that their respective operations will not cause any outside interference with the other. The terms "interference" and "outside interference" as used in this section shall include, but are not limited to, Radio Frequency (RF), radar, electrical, or microwave interference.

7.2.1 Outside Interference By Tenant. In the event Landlord can reasonably demonstrate that its telecommunications or television operations cannot be operated due to outside interference which is under the direct control of Tenant, Landlord shall provide written notice to Tenant of such interference and Tenant shall immediately abate such interference. If Tenant fails to immediately abate such interference and permanently eliminate the cause of such interference within thirty (30) days of receiving written notice, Tenant shall be in default of its obligations under this Lease and in addition to the remedies provided to Landlord under Section 15 of this Lease, Tenant shall indemnify Landlord from any damages suffered by Landlord resulting from such interference.

7.2.2 Outside Interference By Landlord. In the event Tenant can reasonably demonstrate that its telecommunications operations cannot be operated due to outside interference which is under the direct control of Landlord, Tenant shall provide written notice to Landlord of such interference and Landlord shall immediately commence action to abate such interference. In the event Landlord determines that such interference cannot be abated or that it would be impractical or unfeasible for Landlord to attempt to abate such interference, then Tenant, as its sole remedy, shall

have the right to terminate this Lease from the date it gave notice of such interference to Landlord. Upon termination of this Lease by Tenant as provided for in this section, neither party shall have any further liability to each other under the terms of this Lease and Landlord shall not be liable to Tenant for any damage suffered by Tenant resulting from such outside interference.

7.3 Rubbish. Tenant shall keep the Premises in a clean, neat and sanitary condition and free from refuse, trash and dirt at all times. Tenant shall remove all refuse, trash or dirt caused by Tenant to be placed on adjoining sidewalks or walkways and loading areas.

7.4 No Waste or Strip. Tenant shall not make or suffer any strip or waste or any unlawful, improper or offensive use of the Premises or any part thereof, nor overload the floors or any other parts of the Building. Further, Tenant shall not carry on, do or suffer to be carried on or done upon the Premises any acts, trade, practices or business which may damage the Building or the Premises or be or become a nuisance or menace to persons or property, and shall not do, permit or suffer to be carried on any activity, trade, practices or take or store upon the Premises objects or property which shall increase the rate of premiums for fire insurance upon the Building, the Premises or its contents.

7.5 Improvements Required by Law. For all capital improvements to the Premises required by law or any governmental authority to be completed during the term of this Lease, Tenant at Tenant's sole expense, shall make, build, maintain and repair such improvements to the Premises or any part thereof. Notwithstanding the foregoing, to the extent Tenant's particular use of the Premises triggers compliance with law or any governmental authority, Tenant at Tenant's sole expense, shall maintain and/or repair all improvements required by law or any governmental authority to be maintained or repaired upon or adjoining or in connection with or for the use of the Premises or any part thereof. Notwithstanding the preceding provisions of this Section 7.5, Tenant's cost of all capital improvements to the Premises required by law shall be limited to the amortized annual cost over the reasonably useful life of such improvement, as determined by Landlord, with interest on the unamortized balance at the lower of twelve percent (12%) per annum or the rate charged by the governmental authority imposing such capital improvement requirement, for the term of this Lease.

7.6 Observance of Laws. Tenant shall, at Tenant's sole cost and expense, at all times during the term, keep the Premises in good order and a strictly sanitary condition and observe and comply with all laws, ordinances, rules and regulations now or hereafter made by any governmental authority for the time being applicable to the Premises or any improvement thereon or use thereof. If Landlord receives oral or written notice from a municipal, county, state or federal authority of infractions of law or a failure to meet any requirements of such an authority and informs Tenant in writing of same, or Tenant receives notice directly from such municipal, county, state or federal authority of infractions of law or a failure to meet any

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requirements of such an authority, and Tenant refuses or neglects to take proper corrective action, Landlord may, in its sole discretion and upon reasonable notice, enter the Premises and take any action necessary to eliminate the infractions or to achieve compliance with such requirements on Tenant's behalf, without liability to Tenant for any loss or damage which may result to Tenant's business by reason thereof. Upon Landlord's presentation to Tenant of the bill for the work (including, without limitation, the cost of labor and materials used in performing it) done by Landlord in order to eliminate such infractions or to achieve such compliance, Tenant shall pay to Landlord, as additional rent, the costs incurred by Landlord in performing such work. The bill shall include a markup of fifteen percent (15%) on such costs to cover Landlord's overhead, plus general excise tax on the markup. Notwithstanding the foregoing, so long as Tenant has commenced the cure of such infractions of law or deficiencies within ten (10) days of such notice, and diligently pursues cure of such infractions of law or deficiencies, Landlord may not take any action to achieve compliance with such requirements on Tenant's behalf, and Tenant shall not be deemed in default for so long as it is diligently pursuing compliance with such requirements.

7.7 No Liens or Encumbrances. Tenant shall not commit nor suffer any act or neglect whereby the Premises or Real Property, or the interest of Landlord in the Premises or Real Property shall, at any time during the term, become subject to any attachment, judgment, lien, charge or encumbrance whatsoever, and shall indemnify and hold harmless Landlord against all such attachments, judgments, liens, charges and encumbrances on the Premises or Real Property, or the interest of Landlord therein, and from all costs and expenses arising or resulting therefrom, including reasonable attorneys' fee, it being expressly understood and agreed that Tenant shall have no authority, express or implied, to create or suffer to be imposed any lien, charge or encumbrance upon the Premises or Real Property or upon the interest of Landlord therein. Tenant, at its sole cost, shall have the right, at any time, to contest in good faith any attachment, judgment, lien, charge or encumbrance whatsoever (the "Lien") by a third party, the assertion of which would constitute a breach of this Section. If Tenant contests such Lien, the failure on Tenant's part to pay the Lien shall not constitute a default as long as Tenant complies with the provisions of this Section. Landlord shall not be required to join in any proceeding or contest brought by Tenant unless the provisions of any law require that the proceeding or contest be brought by or in the name of Landlord or any owner of the Premises or Real Property. In that case, Landlord shall join in the proceeding or contest or permit it to be brought in Landlord's name as long as Landlord is not required to bear any cost. Tenant, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered, together with all costs, charges, interest and penalties incidental to the decision or judgment. Notwithstanding anything contained herein to the contrary, Tenant agrees to pay all costs and expenses of Landlord, including reasonable attorneys' fees, if Landlord in its reasonable judgment, determines that it must participate in any proceeding or contest to protect against a result which would be prejudicial or detrimental to Landlord.

7.8 Inspection of Premises. Tenant shall permit Landlord and Landlord's agents at all reasonable times during the term to enter the Premises to examine the state of repair and condition thereof.

7.9 Hazardous Materials.

7.9.1 Hazardous Materials Defined. As used herein, the term "Hazardous Materials" shall mean (i) any hazardous or toxic wastes, materials or substances, and any other pollutants or contaminants, which are or may become regulated by any applicable local, state or federal laws, including, but not limited to, 33 U.S.C. Section 1251 et seq., 42 U.S.C. Section 6901 et seq., 42 U.S.C. Section 7401 et seq., 42 U.S.C. Section 9601 et seq., and the Hawaii Environmental Quality Controls, Chapter 342, Hawaii Revised Statutes, or any successor(s) thereto (collectively "Environmental Laws"); (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyls; and (v) radioactive materials.

7.9.2 Use, etc., of Hazardous Materials. Tenant agrees that during the term of this Lease, there shall be no use, presence, disposal, storage, generation (collectively "Hazardous Use"), or intentional Release, as defined in 42 U.S.C. Section 9601 (22), or any successor(s) thereto, or threatened Release of Hazardous Materials on, from or under the Premises except to the extent that, and in accordance with such conditions as Landlord may have previously approved in writing. It is further agreed that Tenant shall be entitled to use and store only those Hazardous Materials which are necessary for Tenant's business, provided that such usage and storage is in full compliance with Environmental Laws, and all judicial and administrative decisions pertaining thereto. Tenant shall not be entitled to install any tanks under, on or about the Premises for the storage of Hazardous Materials, except for those specified in Section 9 of this Lease, without the express written consent of Landlord, which may be given or withheld in Landlord's sole arbitrary judgment. For the purposes of this Section, the terms Hazardous Use and Release shall include Hazardous Use(s) and/or Release(s) of Hazardous Materials on, from or under the Premises by any and all lessees, occupants, and/or users of the Premises (except Landlord), whether known or unknown to Tenant, and whether occurring and/or existing during or prior to the commencement of the term of this Lease.

7.9.3 Hazardous Materials Report: When Required. Tenant shall submit to Landlord a written report with respect to Hazardous Materials ("Report") in the form hereinafter prescribed, at any time, within ten (10) days after written request by Landlord, if Landlord has a reasonable basis to suspect Hazardous Materials on the Premises or a violation of this Section 7.9. The Report shall contain, without limitation, the following information:

(1) Whether on the date of the Report and (if applicable) during the period since the last Report there has been any Hazardous Use on, from or under the Premises.

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(2) If there was such Hazardous Use, the exact identity of the Hazardous Materials, the dates upon which such materials were brought upon the Premises, the dates upon which the Hazardous Materials were removed therefrom, and the quantity, location, use and purpose thereof.

(3) If there was such Hazardous Use, any governmental permits maintained by Tenant with respect to such Hazardous Materials, the issuing agency, original date of issue, renewal dates (if any) and expiration date. Copies of any such permits and applications therefor shall be attached.

(4) If there was such Hazardous Use, any governmental reporting or inspection requirements with respect to such Hazardous Materials, the governmental agency to which reports are made and/or which conducts inspections, and the dates of all such reports and/or inspections (if applicable) since the last Report. Copies of any such Reports shall be attached.

(5) If there was such Hazardous Use, identification of any operation or business plan prepared for any government agency with respect to Hazardous Use.

(6) Any liability insurance carried by Tenant with respect to Hazardous Materials, the insurer, policy number, date of issue, coverage amounts, and date of expiration. Copies of any such policies or certificates of coverage shall be attached.

(7) Any notices of violation of Environmental Laws, written or oral, received by Tenant from any governmental agency since the last Report, the date, name of agency, and description of violation. Copies of any such written notices shall be attached.

(8) Such other pertinent information or documents as are requested by Landlord in writing.

7.9.4 Release of Hazardous Materials; Notification and Clean-Up. If at any time during the term of this Lease Tenant knows or believes that any Release of any Hazardous Materials has come or will come to be located upon, about, or beneath the Premises, then Tenant shall, as soon as reasonably possible, either prior to the Release or following the discovery thereof by Tenant, give verbal and follow-up written notice of that condition to Landlord. Tenant covenants to investigate, clean-up and otherwise remediate any Release of Hazardous Materials at Tenant's cost and expense; such investigation, clean-up and remediation shall be performed only after Tenant has obtained Landlord's written consent, which shall not be unreasonably withheld; provided, however, that Tenant shall be entitled to respond immediately to an

emergency without first obtaining Landlord's written consent. All clean-up and remediation shall be done to the reasonable satisfaction of Landlord.

7.9.5 Inspection and Testing by Landlord. Landlord shall have the right at all times during the term of this Lease to (i) inspect the Premises, and (ii) to conduct tests and investigations to determine whether Tenant is in compliance with the provisions of this Section 7.9. Except in case of emergency, Landlord shall give reasonable notice to Tenant before conducting any inspections, tests, or investigations. The cost of all such inspections, tests and investigations shall be borne by Tenant, if Landlord has a reasonable basis in fact to suspect Hazardous Materials located in the Premises and reasonably believes such tests to be necessary. Neither any action nor inaction on the part of Landlord pursuant to this Section 7.9, shall be deemed in any way to release Tenant from, or in any way modify or alter, Tenant's responsibilities, obligations, and/or liabilities incurred pursuant to this Section 7.9.

7.9.6 Duties Upon Surrender, Expiration or Termination. Prior to the surrender, expiration or termination of this Lease, Tenant, at its expense, shall a) remove all storage tanks (above ground or underground) and all Hazardous Materials from the Premises and any Improvements thereon; b) restore the Premises to a good and orderly condition, even-grade and to substantially the same condition the Premises were in as of the date of this Lease, and fill all areas from which underground storage tanks were removed in a manner reasonably satisfactory to Landlord; c) remediate and clean-up any contamination, spills or leakages upon the Premises or any Improvements thereon, so as to render the Premises and Improvements in compliance with all applicable Hazardous Materials Laws; and d) provide Landlord with a written certification (dated no earlier than the date Tenant fully vacates the Premises) from an independent licensed engineer or other environmental expert approved by Landlord that clauses a) and c) have been satisfied and that there exists no violation of any Hazardous Materials Laws pertaining to the Premises, the Real Property or any Improvements thereon. Tenant's obligations under this paragraph shall remain in effect notwithstanding any other provision contained in this Lease and shall survive the termination of this Lease.

7.9.7 Indemnity. Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings and costs (including, but not limited to, attorneys' and consultants' fees) arising from or related to Hazardous Use or Release of Hazardous Materials on or about the Premises caused by the acts or omissions of any persons or entities whatsoever (except Landlord), whether related or unrelated to Tenant. Tenant's obligations hereunder shall survive the termination of this Lease.

8. Maintenance and Repairs.

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8.1 Obligations of Landlord and Tenant. Tenant shall, at its sole cost and expense, keep and maintain the Premises and appurtenances, and every part thereof, including any portion of the foundation, roof, slab, wall or structural part of the Building upon which Tenant installs or constructs any improvements for Tenant's use under this Lease, in good and sanitary order, condition and repair, including all necessary replacements. Notwithstanding the foregoing, Landlord shall perform all necessary repairs, maintenance and replacement of the foundation, roof and structural parts of the Building except that Landlord shall not be required to repair, maintain or replace any portion of the foundation, roof, slab wall or structural part of the Building upon which are located or which is attached to any of Tenant's improvements. Landlord shall have full rights of access to the Premises, at all times and from time to time, without liability to Tenant for disruption of its business or operations, to perform all necessary repairs, maintenance and replacement as described in this section of the Lease, and/or any air conditioning, electrical, security, plumbing or other mechanical system's servicing parts of the Building and/or other tenant spaces within the Building. Tenant shall, at its sole cost and expense, keep and maintain all utilities, fixtures and mechanical equipment used by Tenant in good order, condition and repair. Tenant shall repair and make good all defects required by the terms of the Lease to be repaired and made good by Tenant within thirty (30) days after the giving of written notice by Landlord or Landlord's agents. If Tenant shall refuse or neglect to commence and complete such repairs within the period, Landlord may make such repairs or cause the same to be made, without responsibility or liability to Tenant for any inconvenience, interruption, loss or damage that may be caused to the property or business of Tenant by reason thereof, and Tenant shall forthwith pay to Landlord upon demand by the latter of the cost of repairs thereof, with a mark-up of fifteen percent (15%) on the cost to cover Landlord's overhead. Notwithstanding the foregoing, so long as Tenant has commenced the cure of such repairs within ten (10) days of Landlord's written notice, and diligently pursues cure of such repairs or deficiencies, Landlord may not take any action to repair on Tenant's behalf, and Tenant shall not be deemed in default for so long as it is diligently pursuing the cure of such repairs.

8.2 Definition of Common Areas. The term "Common Areas" as used in this Lease means all areas and facilities of the Real Property, outside the Premises that are provided and designated by Landlord or otherwise provided or designated from time to time for the general use and convenience of Tenant and of other tenants having the common use of such areas, and their respective authorized representatives and invitees. Common Areas may include, without limitation, any driveways, parking areas, public restrooms and other public areas, common trash areas and facilities, bicycle storage, stairways, elevators and landscaped areas, storage and maintenance areas and facilities for the operation of the building, and sidewalks and walkways (whether any of such sidewalks and walkways are within or without the boundaries of the Real Property). The Common Areas and the designations and location of Common Areas are tentative and Landlord reserves the right in its absolute discretion to make alterations, deletions and additions thereto from time to time.

8.3 Rights and Duties of Landlord. Landlord shall, in a manner it deems proper in its opinion, maintain the Common Areas, establish and enforce reasonable rules and regulations concerning such areas, close any of the Common Areas to whatever extent required in the opinion of Landlord's counsel to prevent a dedication of any of the Common Areas or the accrual of any rights of any person or of the public to the Common Areas, temporarily close any of the Common Areas for maintenance purposes, and make changes to the Common Areas, including, without limitation, changes in the location of driveways, entrances, exits, vehicular parking spaces, parking area, the designation of areas for the exclusive use of others, the direction of the flow of traffic or construction of additional buildings thereupon. Tenant hereby acknowledges that Landlord is under no obligation to provide security for the Common Areas, but may do so at its option, in which event the cost thereof shall be included in Operating Costs (as defined in Section 8.5). Access, parking and other Common Areas shall be subject to such rules and regulations and determinations and designations as Landlord may establish, or as may be established by said reciprocal or other easement agreements from time to time.

8.4 Payment by Tenant. Tenant's Pro Rata Share, as such term is defined in Section 4.1, is one and seven-tenths percent (1.7%) at the inception of this Lease, subject to modification as set forth herein. Tenant shall pay to Landlord as additional rent, its Pro Rata Share of Operating Costs as hereinafter defined, together with general excise tax thereon, within ten (10) days of receiving a bill therefor from Landlord, but no more frequently than monthly. Landlord may bill Tenant estimated charges in accordance with Section 8.6. Notwithstanding the preceding provisions of this Section 8.4, Tenant's proportionate share as to certain expenses included in Common Area Costs may be calculated differently to yield a higher percentage share for Tenant as to certain expenses in the event other tenants are permitted to incur such expenses directly rather than have Landlord incur the expense in common for the Building. In such case, the ratio used to calculate Tenant's proportionate share of the applicable expense shall have as its denominator the gross square footage of tenants who have not incurred such expense directly. In any case where Tenant, with Landlord's consent, incurs such expenses directly, Tenant's proportionate share of Common Area Costs will be calculated specially so that expenses of the same character, which are incurred by Landlord for the benefit of other tenants in the improvements, shall not be prorated to Tenant. Nothing herein shall imply that Landlord will permit Tenant or any other tenant of the improvements to incur Common Areas Costs. Any such permission shall be in the sole discretion of Landlord, which Landlord may grant, withhold or rescind in its arbitrary judgment.

8.5 Definition of Operating Costs. "Operating Costs" means all sums expended by Landlord for (1) labor costs of management, supervision, maintenance, repair, replacement and operation of the Common Areas, (2) cost of water for the Common Areas, and (3) costs of landscape maintenance of the Common Areas; plus Landlord's actual administrative costs, but not in excess of ten percent (10%) of such sums.

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8.6 Estimated Payments. Landlord shall have the right, at its option, to estimate Tenant's Pro Rata Share of Operating Costs due in the future from Tenant and to collect from Tenant on a monthly or quarterly basis, as Landlord may elect, the amount of Tenant's estimated Pro Rata Share of such costs. Landlord shall provide Tenant with a reconciliation of Tenant's account at least annually within one hundred twenty (120) days after the lapse of each calendar year, and, if such reconciliation shall indicate that Tenant's account is insufficient to satisfy Tenant's Pro Rata Share of Operating Costs for the period estimated, Tenant shall immediately pay to Landlord any deficiency. Any excess indicated by the reconciliation shall be credited to Tenant's account to reduce the estimated payments for the next ensuing period. Landlord shall provide to Tenant upon Tenant's request, not more than once per calendar year, a breakdown of all Operating Expenses. Landlord shall, upon Tenant's request, supply Tenant with copies of any back-up material for any item of Operating Expenses disputed by Tenant. Tenant shall reimburse Landlord for Landlord's reasonable cost of copies.

9. Alterations, Improvements, Fixtures and Signs.

9.1 Alterations and Additions. Tenant shall not remodel, replace or make any alterations, additions or improvements to the Premises without first obtaining the written approval of Landlord. Tenant shall, prior to the commencement of such work, furnish to Landlord written evidence reasonably satisfactory to Landlord that Tenant has or is entitled to sufficient funding in a total sum not less than an amount equal to the total estimated cost of such construction, which evidence, at Landlord's reasonable election, shall include written evidence of a construction loan or other agreement providing for the orderly disbursement of funds ratably according to the work completed, less only a reasonable retainage.

9.2 Requirements for Alterations. Any alterations, additions or installations performed by Tenant (hereinafter collectively "alterations") shall be subject to strict conformity with the following requirements:

(1) All alterations shall be at the sole cost and expense of Tenant;

(2) Prior to commencement of any work of alteration, Tenant shall submit detailed plans and specifications prepared by a licensed architect, and if applicable, licensed engineer, including working drawings (hereinafter referred to as "Plans") of the proposed alterations, which shall be subject to the reasonable consent of Landlord, and Tenant shall pay to Landlord, Landlord's reasonable cost in connection with Landlord's consent, including the fees of Landlord's consultants. Within fourteen (14) calendar days after receipt thereof, Landlord shall either approve the Plans or provide Tenant with a detailed explanation of the reasons for

disapproval. If Landlord fails to approve or disapprove the Plans within such fourteen (14) day period, the Plans shall be deemed approved;

(3) No alterations shall be commenced without Tenant having previously obtained all appropriate permits and approvals required by and of governmental agencies;

(4) All alterations shall be performed in a skillful and workmanlike manner by a licensed contractor, consistent with the best practices and standards of the construction industry, equal to or better than building standard, and pursued with diligence in accordance with the Plans previously approved by Landlord and in full accord with all applicable laws and ordinances, including, but not limited to, the Americans with Disabilities Act, unless compliance is waived by the appropriate governmental authority. All material, equipment and articles incorporated in the alterations are to be new and of recent manufacture and of the most suitable grade for the purpose intended;

(5) Tenant must obtain the prior written approval from Landlord for Tenant's contractor prior to commencement of the work. Tenant's contractor shall maintain all of the insurance reasonably required by Landlord, including, without limitation, commercial general liability, workers' compensation, builders' risk insurance and course of construction insurance;

(6) The alterations must be performed in a manner such that they will not interfere with the quiet enjoyment of the other tenants in the Building.

9.3 Signs. Tenant shall not damage or deface the Premises, shall not drill holes in the Building or place thereon any signs, placards, blinds or awnings, and shall not paint any portion of the Premises without first obtaining the written consent and approval of Landlord.

9.4 Performance and Payment Bond. Upon Landlord's request, Tenant shall, prior to the commencement of construction of any alterations, additions or improvements costing in excess of Fifty Thousand Dollars ($50,000.00), furnish to Landlord written evidence reasonably satisfactory to Landlord that Tenant has on deposit in a financial institution or is entitled to sufficient funding in a total sum not less than an amount equal to the total estimated cost of such construction, which evidence, at Landlord's reasonable election, shall include written evidence of a construction loan or other agreement providing for the orderly disbursement of funds ratably according to the work completed, less only a reasonable retainage. If Tenant or its contractor has procured a performance and payment bond for construction of any alterations, additions or improvements, such performance and payment bond shall name Landlord as an

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obligee. Upon compliance by Tenant with the requirements and upon obtaining the written consent of Landlord, Tenant may commence the new construction. Without limiting other provisions contained herein concerning liability insurance, Tenant shall carry adequate insurance to cover liability for personal injury or property damage during progress of the work.

9.5 Liens. Tenant shall keep the Premises and the Real Property free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. In the event a mechanic's or other lien is filed against the Premises or the Real Property as a result of a claim arising through Tenant, Landlord may demand that Tenant furnish to Landlord and Ground Lessor (as hereinafter defined) and any lender providing funds to Landlord in connection with the Real Property, a surety bond satisfactory to Landlord in an amount equal to at least one hundred fifty percent (150%) of the amount of the contested lien, claim or demand, indemnifying Landlord and any such lender against liability for the same and holding the Premises free from the effect of such lien, claim or demand, or Landlord may demand, and Tenant shall furnish whatever bond that is then required by Hawaii law to remove the mechanic's or materialman's lien from the Premises and/or Real Property, or any interest therein. Such bond must be posted within ten (10) days following notice from Landlord. In addition, Landlord may require Tenant to pay Landlord's and any such lender's attorneys' fees and costs in participating in any action to foreclose such lien if Landlord and any such lender shall decide it is to its best interest to do so. Landlord or any such lender may pay the claim prior to the enforcement thereof, in which event Tenant shall reimburse Landlord and/or such lender, as applicable, in full, including attorneys' fees, for any such expense with the next due rental.

9.6 Initial Improvements by Tenant. Subject to compliance with the other provisions of this Section 9, Landlord agrees that Tenant may construct (i) microwave, pole and panel antennas, auxiliary generation equipment and fuel storage facilities, and (ii) electrical meter(s), related equipment, light fixtures, conduit, and all other electrical devices and fixtures and items related to the improvements described in (i). Tenant may utilize the existing frames on the roof and walls of the Building for its antennas if approved by Landlord or Landlord's consultant. Prior to the construction of the initial improvements described in this subsection, Tenant shall conduct such tests and investigations to ensure to Landlord's reasonable satisfaction, that Tenant's use of the Premises, as described in this Lease, shall not interfere with Landlord's existing and future cable television operations.

10. Insurance, Indemnity, Liability.

10.1 Liability Insurance. Tenant shall procure, at its sole cost and expense, and keep in force during the term of this Lease, a Commercial General Liability policy written on an occurrence form to include coverage for 1) premises and operations; 2) independent contractors; 3) products and completed operations; 4) blanket contractual liability; and 5) fire legal liability. Such policy for a) bodily injury and

property damage, combined single limit, shall have minimum limits of $1,000,000 per occurrence, $5,000,000 general aggregate insurance, and $5,000,000 products and completed operations aggregate; and for b) fire legal liability, minimum limits of $1,000,000 for any one fire, and $5,000,000 general aggregate. The policy shall name Landlord as an additional assured with an insurance company authorized to do business in the State of Hawaii. The foregoing minimum limits or such other coverage may be increased as Landlord may from time to time reasonably establish with due regard to prudent business practices then prevailing in the City and County of Honolulu, as may then be reasonably adequate for Landlord's protection.

10.2 Property Insurance. Landlord shall at all times during the term of this Lease, keep insured all buildings now or hereafter on the Real Property, including the Premises, against loss or damage by fire and extended coverage risks, including demolition clause where applicable, in the joint names of Landlord, fee owner of the Real Property and mortgagee, if any, and any other required party, as their interests may appear, payable in case of loss to Landlord, with insurance companies authorized to do business in the State of Hawaii and satisfactory to Landlord. Tenant shall pay to Landlord, during the term hereof, Tenant's Pro Rata Share of the insurance premiums for any property insurance carried pursuant to this Section 10.2 or required to be paid by Landlord covering the Real Property (the "Insurance Premiums"). In the event the property insurance carried by Landlord is a blanket policy in which other properties not related to the Real Property are included within the coverage thereof, the Insurance Premium shall be calculated as that portion of such blanket policy insurance premium which, in Landlord's good faith judgment, is properly allocable to the Real Property. The sum due under this Section shall be in addition to that which may be due under any other sections of this Lease. Tenant shall pay any such premium portion to Landlord within ten (10) days after receipt by Tenant of Landlord's billing therefor. Landlord may, at its option, estimate the amount of insurance premiums for property insurance to be due in the future from Tenant and collect from Tenant on a monthly or quarterly basis, at Landlord's option, the amount of Tenant's estimated insurance premium obligation. Landlord shall provide Tenant with a reconciliation of Tenant's account along with a billing for any shortage in the event of a deficiency or a refund check if an overpayment has been made by Tenant. Tenant shall pay such billing for any shortage to Landlord within ten (10) days after receipt by Tenant of Landlord's billing statement. Notwithstanding the foregoing, if Tenant provides Landlord with evidence that Tenant has named Landlord as an additional insured under all of its insurance policies, including fire and extended coverage risk policies, Tenant shall not be required to pay its Pro Rata Share of the Insurance Premiums as set forth in this Section 10.2.

10.3 Tenant's Improvements. Tenant shall procure, at its sole cost and expense, and keep in force during the term of this Lease, a policy of insurance insuring all of Tenant's improvements and personal property in the Premises and such insurance shall name Landlord as additional insured. Tenant shall use any proceeds paid under such insurance policy to repair or replace all of Tenant's property damaged

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or destroyed, including Tenant's leasehold improvements and trade fixtures, unless this Lease shall cease and terminate under the provisions hereof.

10.4 Property of Tenant. All personal property of any kind or description whatsoever on the Premises shall be at Tenant's sole risk, and Landlord shall not be liable for any damage done to or loss of such personal property or damage or loss suffered by the business or occupation of Tenant arising from any act or neglect of co-tenants or other occupants of the Building or of their employees or the employees of Landlord or of other persons. Notwithstanding the foregoing, Landlord shall be responsible for any damage done or loss of such personal property or damage or loss suffered by the business or occupation of Tenant arising from any act of gross negligence or willful misconduct by Landlord or Landlord's authorized agents and representatives.

10.5 Waiver of Subrogation. Landlord and Tenant release each other, and their respective authorized representatives, from any claims for damage to the Premises and Building, and to the fixtures, personal property, tenant improvements, and alterations of either Landlord or Tenant in or on the Premises and Building that are caused by or result from risks insured against under any insurance policies carried by Landlord or Tenant and in force at the time of such damage.

10.6 Tenant's Indemnification and Hold Harmless. Tenant agrees to indemnify and save Landlord harmless against and from any and all claims by or on behalf of any person, firm or corporation arising from Tenant's use of the Premises or the conduct of Tenant's business or from any activity, work or thing done, permitted or suffered by Tenant, in or about the Premises from and after the commencement of this Lease, and shall further indemnify and save Landlord harmless against and from any and all claims arising from any breach or default on Tenant's part in the performance of any covenant or agreement on Tenant's part to be observed and performed, or arising from any act or negligence of Tenant, or any of Tenant's agents, contractors, employees, licensees or visitors. Notwithstanding the foregoing, Tenant shall not indemnify Landlord for the gross negligence or willful misconduct of Landlord or any of Landlord's agents, contractors, employees, licensees, tenants or visitors, and Landlord shall hold Tenant harmless from all damages arising out of any damage resulting from the gross negligence or willful misconduct of Landlord, Landlord's agents or employees. Tenant's and Landlord's obligation to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified. As used herein, "claims" shall include, without limitation, all losses, damages, liabilities, lawsuits, judgments, costs, attorneys' fees, and expenses incurred in connection with any of the foregoing. In case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, covenants to resist and defend at Tenant's sole expense, such action or proceeding by legal counsel reasonably satisfactory to Landlord. Tenant assumes all risk of damage to property, in, upon or about the Premises from any source and to whomever belonging, and Tenant waives all claims in respect thereof against

Landlord and agrees to defend and save Landlord harmless from and against any such claims by others.

10.7 Insurance Policies and Certificates. Tenant shall provide Landlord with copies of all insurance policies obtained by Tenant pursuant to the terms of this Lease. Thereafter, Tenant may provide Landlord with current certificates of such insurance with a certification that such insurance policies have not been changed or modified. Landlord shall provide to Tenant upon Tenant's request, not more than once per calendar year, copies of all insurance policies obtained by Landlord pursuant to the terms of this Lease.

11. Legal and Other Expenses. Tenant shall pay, as additional rent, all attorneys' fees and disbursements, and all other court costs or expenses of legal proceedings or other legal services which Landlord may incur or pay out by reason of, or in connection with:

(1) any action or proceeding brought by Landlord wherein Landlord obtains a final judgment or award against Tenant (including arbitration) on account of any default by Tenant in the observance or performance of any obligation under this Lease, including, but not limited to, matters involving payment of rent and additional rent, alterations or Tenant's subletting or assignment;

(2) any action or proceeding brought by Tenant against Landlord (or any officer, partner or employee of Landlord) in which Tenant fails to secure a final judgment or award against Landlord (including arbitration);

(3) any other appearance by Landlord (or any officer, partner or employee of Landlord) as a witness or otherwise in any action or proceeding whatsoever, involving or affecting Tenant or this Lease;

(4) any assignment, sublease or leasehold mortgage proposed or granted by Tenant (whether or not permitted under this Lease), and all negotiations with respect thereto; and

(5) any alteration of the Premises by Tenant, and all negotiations with respect thereto.

In any action or proceeding referred to in subsection (1) or any action or proceeding brought by Tenant against Landlord (or any officer, partner or employee of Landlord), Tenant shall be entitled to recover its attorneys' fees and costs if Tenant is the prevailing party against Landlord. Further, Landlord shall pay all attorneys' fees and disbursements, and all other court costs or expenses of legal proceedings or other legal services which Tenant may incur or pay out by reason of, or in connection with any other appearance by Tenant (or any officer, partner or employee of Tenant) as a

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witness or otherwise in any action or proceeding whatsoever involving or affecting Landlord or this Lease.

12. Assignment and Subletting.

12.1 Lease is Personal. The purpose of this Lease is to transfer possession of the Premises to Tenant for Tenant's personal use in return for certain benefits, including rent, to be transferred to the Landlord. Tenant's right to assign or sublet as stated in this Section is subsidiary and incidental to the underlying purpose of this Lease. Tenant acknowledges and agrees that it has entered into this Lease in order to acquire the Premises for its own personal use and not for the purpose of obtaining the right to convey the leasehold to others.

12.2 "Transfer of the Premises" Defined. The terms "Transfer of the Premises" or "Transfer" as used herein shall include any assignment of all or any part of this Lease (including assignment by operation of law), subletting of all or any part of the Premises or transfer of possession, or right of possession or contingent right of possession of all or any portion of the Premises, including, without limitation, concession, mortgage, devise, hypothecation, agency, franchise or management agreement, or to suffer any other person (the agents and servants of Tenant excepted) to occupy or use said Premises or any portion thereof. If Tenant is a corporation which is not deemed a public corporation, or is an unincorporated association or partnership, or Tenant consists of more than one party, the transfer, assignment or hypothecation of any stock or interest in such corporation, association, partnership or ownership interest, in the aggregate in excess of twenty-five percent (25%), shall be deemed a Transfer of the Premises.

12.3 No Transfer Without Consent. Tenant shall not suffer a Transfer of the Premises or any interest therein, or any part thereof, or any right or privilege appurtenant thereto, without the prior written consent of Landlord, and a consent to one Transfer of the Premises, shall not be deemed to be a consent to any subsequent Transfer of the Premises. Any Transfer of the Premises without such consent shall be void, and shall, at the option of Landlord, terminate this Lease. Notwithstanding the foregoing, Tenant shall have the right, without the consent of Landlord, but upon prior written notice to Landlord, to assign this Lease to any subsidiary or parent company of Tenant, or affiliated organization that comes under the ownership umbrella of Tenant's parent company.

12.4 When Consent Granted. The consent of Landlord to a Transfer may not be unreasonably withheld, provided should Landlord withhold its consent for any of the following reasons, which list is not exclusive, such withholding shall be deemed to be reasonable:

(1) Financial strength of the proposed transferee is not at least equal to that of Tenant at the time of execution of this Lease;

(2) A proposed transferee whose occupation of the Premises would cause a diminution in the reputation of the Building or the other businesses located therein;

(3) A proposed transferee whose impact on the common facilities or the other occupants of the Building would be disadvantageous; or

(4) A proposed transferee whose occupancy will require a variation in the terms of the Lease.

12.5 Procedure for Obtaining Consent. Landlord need not commence its review of any proposed Transfer, or respond to any request by Tenant with respect to such, unless and until it has received from Tenant, adequate descriptive information concerning the business to be conducted by the proposed transferee, the transferee's financial capacity, and such other information as may reasonably be required in order to form a prudent judgment as to the acceptability of the proposed Transfer, including, without limitation, the following:

(1) The past two (2) year's Federal Income Tax returns of the proposed transferee (or in the alternative the past two (2) years audited annual Balance Sheets and Profit and Loss statements, certified correct by a Certified Public Accountant);

(2) Banking references of the proposed transferee;

(3) A resume of the business background and experience of the proposed transferee; and

(4) An executed copy of the instrument by which Tenant proposes to effectuate the Transfer.

Tenant shall reimburse Landlord as additional rent for Landlord's reasonable costs and attorneys' fees incurred in conjunction with the processing and documentation of any proposed Transfer of the Premises, whether or not consent is granted.

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12.7 Effect of Transfer. If Landlord consents to a Transfer, the following conditions shall apply:

(1) Each and every covenant, condition or obligation imposed upon Tenant by this Lease and each and every right, remedy or benefit

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afforded Landlord by this Lease, shall not be impaired or diminished as a result of such Transfer.

(2) On a monthly basis, any sums of money, or other economic consideration received by Tenant from the Transferee in such month (whether or not for a period longer than one month), including higher rent, bonuses, key money, or the like which exceed, in the aggregate, the total sums which Tenant pays Landlord under this Lease in such month, or the prorated portion thereof if the Premises transferred is less than the entire Premises, shall be payable fifty percent (50%) to Landlord and fifty percent (50%) to Tenant, and Landlord's share shall be paid with Tenant's payment of monthly rent.

(3) No Transfer, irrespective of whether consent of Landlord is required hereunder, shall relieve Tenant of its primary obligation to pay the rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer of the Premises.

(4) If Landlord consents to a sublease, such sublease shall not extend beyond the expiration of the term of this Lease.

(5) No Transfer shall be valid and no transferee shall take possession of the Premises or any part thereof unless, within ten (10) days after the execution of the documentary evidence thereof, Tenant shall deliver to Landlord a duly executed duplicate original of the Transfer instrument in form satisfactory to Landlord which provides that (i) the transferee assumes Tenant's obligations for the payment of rent and for the full and faithful observance and performance of the covenants, terms and conditions contained herein; (ii) such transferee will, at Landlord's election, attorn directly to Landlord in the event Tenant's Lease is terminated for any reason on the terms set forth in the instrument of transfer; and (iii) such instrument of transfer contains such other assurances as Landlord reasonably deems necessary.

13. Damage to Premises.

13.1 Rights of Termination. In the event the Premises suffers a) an "uninsured property loss" or b) a property loss which cannot be repaired within one hundred twenty (120) days from the date of destruction under the laws and regulations of state, federal, county or municipal authorities, or other authorities with jurisdiction, Landlord may terminate this Lease as of the date of the damage upon written notice to Tenant following the uninsured property loss. In the event of an uninsured property loss to the Premises which cannot be repaired within one hundred twenty (120) days of

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the occurrence thereof, Tenant shall have the right to terminate the Lease by written notice to Landlord within twenty (20) days following notice from Landlord that the time for restoration shall exceed one hundred twenty (120) days. For the purposes of this Lease, the term "uninsured property loss" shall mean any loss arising from a peril not covered by the standard form of Commercial Property ISO insurance policy.

13.2 Repairs. In the event of a property loss which may be repaired within one hundred twenty (120) days from the date of the damage, or, in the alternative, in the event the parties do not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and Landlord shall forthwith undertake to make such repairs to reconstitute the Premises to as near the condition as existed prior to the property loss as practicable. Such partial destruction shall in no way annul or void this Lease except that Tenant shall be entitled to a proportionate reduction of rent following the property loss and until the time the Premises are restored. Such reduction shall be an amount which reflects the degree of interference with Tenant's business. So long as Tenant conducts its business in the Premises, there shall be no abatement until the parties agree on the amount thereof. If the parties cannot agree within forty-five (45) days of the property loss, the matter shall be submitted to arbitration under the rules of the American Arbitration Association. Upon the resolution of the dispute, the settlement shall be retroactive and Landlord shall within ten (10) days thereafter refund to Tenant any sums due in respect of the reduced rental from the date of the property loss. Landlord's obligations to restore shall in no way include any construction originally performed by Tenant or subsequently undertaken by Tenant, and shall include solely the scope of the original construction of the Building and the Premises.

13.3 Repair Costs. The cost of any repairs to be made by Landlord, pursuant to Section 13.2 of this Lease, shall be paid by Landlord only to the extent of and utilizing available insurance proceeds.

13.4 Waiver. Tenant hereby waives all statutory or common law rights of termination in respect to any partial destruction or property loss which Landlord is obligated to repair or may elect to repair under the terms of this Section 13. Further, in event of a property loss occurring during the last two (2) years of the original term hereof or of any extension, Landlord need not undertake any repairs and may cancel this Lease unless Tenant has the right under the terms of this Lease to extend the term for an additional period of at least five (5) years and does so within thirty (30) days of the date of the property loss.

13.5 Landlord's Election. In the event that the Building is destroyed to the extent of not less than thirty-three and one- third percent (33-1/3%) of the replacement cost thereof, Landlord may elect to terminate this Lease, whether the Premises has been damaged or not, in the same manner as in Section 13.1 above. At all events, a total destruction of the Building or the Premises itself, shall terminate this Lease.

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14. Surrender.

14.1 Surrender. At the end of the term or other sooner termination of this Lease, Tenant shall peaceably deliver up to Landlord, possession of the Premises, in as good order and condition as when Tenant took possession of the Premises, normal wear and tear excepted. Tenant shall, without expense to Landlord, remove or cause to be removed from the Premises: (i) all debris and rubbish; (ii) all articles of personal property owned by Tenant or installed or placed by Tenant; and (iii) any alterations and improvements made upon the Premises by Tenant. Tenant shall, at Tenant's sole expense, repair all damage or injury that may occur to the Premises or the Building caused by Tenant's removal of those items and shall restore the Premises and Building to their original condition. If such items described in (i), (ii) and (iii) are not removed by Tenant on or before the expiration or earlier termination of this Lease, Landlord may remove the same, without notice, and charge the cost of such removal to Tenant, including court costs, attorneys' fees and storage charges, which cost Tenant promises to pay, or consider the same as abandoned property and take title thereto. Tenant's obligations hereunder shall survive the termination of this Lease.

14.2 Holding Over. If, with the permission of Landlord, Tenant remains in possession of the Premises after the expiration of the term, Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month, at the same rent and subject to all of the other terms and conditions of this Lease effective immediately prior thereto. If without the permission of Landlord, Tenant remains in possession of the Premises after the termination of this Lease, Tenant shall pay as liquidated damages for each day possession is withheld, an amount per day equal to double the rent payable by Tenant immediately prior to the termination of this Lease, computed on a daily basis.

15. Default and Remedies.

15.1 Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(1) Any failure by Tenant to pay the rental or to make any other payment required to be made by Tenant hereunder when due, and such failure continues for ten (10) days after written notice thereof by Landlord to Tenant;

(2) The abandonment or vacation of the Premises by Tenant;

(3) A failure by Tenant to observe and perform any other provision of this Lease to be observed or performed by Tenant, where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within the thirty (30) day period allowed, Tenant shall not be deemed to be in default if Tenant

shall, within such thirty (30) day period, commence to cure and thereafter diligently prosecute the same to completion;

(4) Either (i) the appointment of a receiver (except a receiver appointed at the instance or request of Landlord) to take possession of all or substantially all of the assets of Tenant, or (ii) a general assignment by Tenant for the benefit of creditors, or (iii) any action taken or suffered by Tenant under any insolvency or bankruptcy act shall constitute a breach of this Lease by Tenant. In such event, Landlord may, at its option, declare this Lease terminated and forfeited by Tenant, and Landlord shall be entitled to immediate possession of the Premises. Upon such notice of termination, this Lease shall terminate immediately and automatically by its own limitation;

(5) Any three (3) failures by Tenant to observe and perform any provision of this Lease during any twelve (12) month period of the term, as such may be extended, shall constitute, at the option of Landlord, a separate and noncurable default.

15.2 Termination and Damages. In the event of any default by Tenant, then in addition to any other remedies available to Landlord herein or at law or in equity, Landlord shall have the immediate option to terminate this Lease and all rights of Tenant hereunder by giving written notice of such intention to terminate. In the event that Landlord shall elect to so terminate this Lease, then Landlord may recover from Tenant:

(1) The worth at the time of award of any unpaid rent which had been earned at the time of such termination; plus

(2) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(3) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; and

(4) At Landlord's election, such other amounts in addition to, or in lieu of, the foregoing as may be permitted from time to time by the applicable law in the State of Hawaii.

The terms "rent" or "rental" shall be deemed to be and to mean the rent described in Section 3 above, and all other sums required to be paid by Tenant

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pursuant to the terms of this Lease, and Tenant shall pay general excise tax on all payments of rent. The "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum. As used above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the San Francisco Federal Reserve Bank at the time of award plus one percent (1%).

15.3 Personal Property. In the event of any default by Tenant, Landlord shall also have the right, with or without terminating this Lease, to reenter the Premises and remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant. In the event of default, all of Tenant's fixtures, furniture, equipment, improvements, additions, alterations and other personal property shall remain upon the Premises and, in that event and continuing during the length of such default, Landlord shall have the sole right to take exclusive possession of such property and to use it, rent or charge free, until all defaults are cured or, at Landlord's option, at any time during the Term of this Lease, to require Tenant to forthwith remove such property. The rights stated herein are in addition to Landlord's rights described in Section 15.2.

15.4 Recovery of Rent; Reletting. In the event of the vacation or abandonment of the Premises by Tenant, or in the event that Landlord shall elect to reenter as provided above, or shall take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by law, then, if Landlord does not elect to terminate this Lease, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including, without limitation, Landlord's right, from time to time, without terminating this Lease, to either recover all rental as it becomes due or relet the Premises, or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion, may deem advisable with the right to make alterations and repairs to the Premises. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon initiation of Landlord or other legal proceeding granting Landlord or its agent possession to protect Landlord's interest under this Lease, shall not constitute a termination of Tenant's right to possession. In the event that Landlord shall elect to so relet, then rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any cost of such reletting; third, to the payment of the cost of any alterations and repairs to the Premises; and fourth, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied by the payment of rent hereunder, be less than the rent payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord immediately upon demand therefor by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in such reletting or in

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making such alterations and repairs not covered by the rentals received from such reletting. No reentry or taking possession of the Premises or any other action under this Section shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of any default by Tenant, Landlord may at any time after such reletting, elect to terminate this Lease for any such default.

15.5 No Waiver. Efforts by Landlord to mitigate the damages caused by Tenant's default of this Lease shall not constitute a waiver of Landlord's right to recover damages hereunder.

15.6 Advances by Landlord and Delinquent Rentals. If Tenant fails to make any of the payments such as for real property taxes, assessments and the like, required to be made under this Lease, or by any act or neglect of Tenant causes Landlord's interest in the Premises or any portion thereof to be jeopardized in any manner, Landlord may make any or all such payments for Tenant's account and Tenant shall forthwith repay to Landlord such advances, together with any costs and attorneys' fees which may thereby be incurred. All delinquent rentals and all such advances made by Landlord shall bear interest from the due date at eighteen percent (18%) per year.

15.7 Liquidated Damages. Notwithstanding anything contained in this Section 15 and in lieu of the damages set forth in Section 15.2 and 15.4, if (A) Tenant shall vacate the Premises within thirty (30) days of a default (as defined in Section 15.1), and (B) pay to Landlord the "Liquidated Damages" by way of a cashiers check on vacating the Premises, Landlord shall receive only the Liquidated Damages in satisfaction of all damages that Landlord may incur from Tenant's default. "Liquidated Damages" is equal to six (6) months of Base Rent in the then current amount required by Section 3.1 of this Lease, which shall include an equivalent amount for the air time allowance. Landlord and Tenant agree that such amount is a reasonable sum considering all of the circumstances existing on the date of this Lease, including the relationship of the sum to the range of harm to Landlord that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or inconvenient.

15.8 Cumulative Remedies. The various rights, options, election powers and remedies of Landlord contained in this Section 15 and elsewhere in this Lease, shall be construed as cumulative, and no one of them exclusive of any others or of any legal or equitable remedy which Landlord might otherwise have in the event of breach or default, and the exercise of one right or remedy by Landlord shall not in any way impair its right to any other right or remedy.

16. Condemnation. If at any time during the term of this Lease the Premises or any part thereof shall be taken or condemned in fee for any public use by any

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authority or corporation having the power of eminent domain, then, and in every case, the estate and interest of Tenant in the Premises so taken shall at once cease and determine, and Tenant shall not by reason of such taking or condemnation be entitled to any claim against either Landlord or others for compensation or indemnity for leasehold interest or for any land or improvements thereon except as herein expressly provided. All compensation payable or to be paid by reason thereof, shall be payable to and be the sole property of Landlord, and Tenant shall have no interest in or claim to such compensation or any part thereof whatsoever. If a part of the Premises shall be so taken or condemned, the rent thereafter payable for the remainder of the term shall be reduced in the proportion that the area of land so taken bears to the total area demised. Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord (unless Tenant's compensation is included in Landlord's award), such compensation as may be separately recoverable by Tenant in Tenant's own right for any damages to Tenant's business on the Premises, or for any cost or loss to Tenant in altering any improvements thereon, or in removing Tenant's equipment, fixtures, merchandise, furniture and other personal property therefrom by reason of such taking, so long as such action or the payment of such compensation shall not effect or diminish the compensation payable to Landlord. The taking or condemnation of any leasehold interest in the Premises shall not excuse Tenant from full performance of Tenant's covenants and obligations under this Lease for the payment of money, but Tenant in such event shall be entitled to claim and recover from the condemning authority Tenant's damage sustained by reason of such taking.

17. No Abatement of Rent. Except as otherwise provided in this Lease, neither part nor total destruction of the Building or any improvement at the Real Property by fire, elements or other cause shall affect the obligations of Tenant as to payment of rent and the rent shall not abate, diminish or cease.

18. Subordination. This Lease shall be subordinate to any ground lease, mortgage, deed of trust or any other hypothecation for security now or hereafter placed upon the Real Property or a part thereof, and to any and all advances made on the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

18.1 Subordinate to Ground Lease. This Lease is expressly subject and subordinate to all of the provisions of that certain Indenture of Lease dated July 2, 1970 (herein referred to as "Ground Lease"), by and between the Trustees of the Estate of Samuel Mills Damon, Deceased ("Ground Lessor") and Eastman Kodak Company, as amended from time to time, the ground lessee's interest therein having been assigned to Landlord. Tenant covenants with Landlord that it will comply with all applicable provisions of the Ground Lease, and will not cause a default under the Ground Lease.

18.2 Further Documents. Tenant agrees to execute and deliver any documents customarily required by lenders, as may be required by any holder or proposed holder of any mortgage, deed of trust or other encumbrance now or hereafter placed, charged or enforced against Landlord's interest in this Lease and the leasehold estate thereby created, or all or any part of the land, buildings or improvements included in the Building, so long as Tenant has received satisfactory nondisturbance agreements. Tenant shall execute and deliver such documents at any time and from time to time upon request by Landlord within ten (10) days from written notice from Landlord. Landlord shall be responsible for all costs incurred in the preparation of such documents. However, Tenant shall be responsible for any costs in the execution and delivery of such documents, including its consultant's and in-house or outside counsel's review of such documents.

18.3 Attornment. Tenant agrees, in the event any proceedings are brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage made by Landlord covering the Premises, to attorn to the purchaser upon any such foreclosure or sale and to recognize such purchaser as Landlord under this Lease, it being understood and agreed by Tenant that such purchaser shall not be liable for any act or omission of a prior Landlord, nor be subject to any offsets or defenses (except as allowed by this Lease) which Tenant may have against any prior Landlord. Tenant, upon request of any party in interest, shall execute such instrument or instruments to carry out the intent herein as shall be requested by Landlord.

19. Sale of Premises. In the event of a sale or conveyance by Landlord of Landlord's interest in the Premises or the Building, Landlord shall be released from any future liability under this Lease, with the successor in interest to Landlord to be solely liable to Tenant so long as the successor in interest to Landlord assumes all liability under this Lease.

20. Notices. Any notice, communication, approval, disapproval, request or reply (hereinafter called "Notice") provided in this Lease or permitted to be given, made or accepted by either party to the other, must be in writing; and shall be deemed to have been duly given on the date of service if given or served personally on the party to whom notice is to be given, or on the third day after mailing if transmitted by facsimile and confirmed by Federal Express or similar overnight courier service, or by prepaid certified or registered mail addressed to the party to whom notice is to be given. Each party hereto shall have the right from time to time to change its address, by giving Notice in writing to the other party as herein provided, at least five (5) business days prior to the effective date of such change of address.

21. Tenant's Right to Terminate Lease. Tenant shall have the option to terminate this Lease on the Termination Date (as defined below) if an Event of Termination occurs (as defined below), with notice to Landlord (as defined below), accompanied by an amount equal to the Lease Termination Fee (as defined below), and compliance with the other conditions set forth herein.

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21.1 Event of Termination. An Event of Termination is defined as (A) Tenant's failure to maintain the requisite governmental authority approvals required to provide cellular service in Honolulu, or (B) the Premises becomes unsuitable for cellular radio communications for reasons beyond Tenant's control.

21.2 Notice of Termination. If Tenant elects to exercise its option to terminate this Lease upon the occurrence of an Event of Termination, Tenant must serve a notice of intent to terminate upon Landlord which shall (A) specifically describe the Event of Termination (i.e. the governmental authority approval that is lacking or the reason why the Premises is unsuitable for cellular radio communications, (B) identify the Termination Date of this Lease, which may be no less than 30 days or more than 90 days after Tenant's service of the Termination Notice. Upon receipt of the Termination Notice, Landlord may obtain independent verification that the Event of Termination has occurred.

21.3 Lease Termination Fee. The Lease Termination Fee is equal to six (6) months of Base Rent in the then current amount required by Section 3.1 of this Lease, which shall include an equivalent amount for the air time allowance

21.4 Other Conditions for Termination. Tenant must surrender possession of the Premises to Landlord on or before the Termination Date. Tenant waives all rights and remedies under the Termination Notice if Tenant fails to vacate and surrender the Premises to Landlord on or before the Termination Date. Tenant must continue to pay Landlord Rent when due and must continue to perform all other obligations under this Lease until the Termination Date. Tenant waives all rights and remedies under the Termination Notice if Tenant receives, and fails to cure in response to, a properly served notice of default before the Termination Date. The amount of any rent due before the Termination Date that would be for a period shorter than one calendar month shall be prorated on the basis of a 30-day month.

22. Miscellaneous Provisions.

22.1 Time of Essence. Time is of the essence for all provisions of this Lease.

22.2 Late Payment Penalty. If Tenant shall fail to pay to the other party, any of the sums, costs and expenses enumerated in this Lease, and such non-payment shall continue for a period of ten (10) days, Tenant shall pay to Landlord, a "late charge" equal to the greater of five percent (5%) of the amount then due or FIFTY AND NO/100 DOLLARS ($50.00), to defray additional costs incurred in connection with the delinquent payment, per month. The late charge shall be in addition to any other remedy of Landlord described in this Lease.

22.3 Interest. Any and all sums due by Tenant to Landlord under this Lease, which are unpaid when due shall bear interest at twelve percent (12%) per year until fully paid.

22.4 Choice of Law. This Lease shall be governed by the laws of the State of Hawaii.

22.5 Entire Agreement. This Lease and the Exhibits attached to it, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth. Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by them.

22.6 Severability. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby.

22.7 No Accord and Satisfaction. No payments by Tenant or receipt by Landlord of a lesser amount than the rent stipulated in this Lease shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

22.8 Successors and Assigns. All of the terms, covenants and conditions of this Lease shall inure to the benefit of, and be binding upon, the successors and assigns of Landlord and upon the successors and/or heirs, legal representatives and permitted assigns of Tenant to the same extent as the terms, covenants and conditions inure to the benefit of, and are binding upon, Landlord and Tenant, respectively. In any case where there shall be more than one Tenant, each Tenant shall be jointly and severally liable hereunder. The use of any gender shall include any and all genders, and the use of any number shall be construed as singular or plural, as the case may require.

22.9 No Partnership Intended. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant.

22.10 No Party Deemed Drafter. No party shall be deemed to be the drafter of this Lease. If this Lease is ever construed or interpreted by a court of law or other authority before which this Lease is properly presented, such court or other

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authority shall not construe this Lease or any provision hereof against either party as the drafter.

22.11 Waiver of Jury Trial. The parties hereto shall, and they do waive, trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever, arising out of, or in any way, connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage.

22.12 Headings and Paragraphs. The headings of this Lease are inserted only for convenience and reference and shall in no way define, limit or describe the scope or intent of any provision of this Lease.

22.13 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22.14 Facsimile Signatures. Facsimile signatures shall be accepted as original signatures and Landlord and Tenant shall deliver a hard copy with the original signatures to the other.

22.15 No Recordation. This Lease may not be recorded in the Bureau of Conveyances or the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

22.16 Authority. The parties signing below represent and warrant that they have the requisite authority to bind the entities on whose behalf they are signing

(TEXT CONTINUED ON NEXT PAGE)

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IN WITNESS WHEREOF, the parties to this Lease have executed this Lease the day and year first above written.

'OLELO: THE CORPORATION FOR COMMUNITY TELEVISION,
a Hawaii corporation

By: _____
Its: _____

By: _____
Its:

"Landlord"

[redacted]

By: _____
Its:

"Tenant"

Attachments:

Exhibit "A" – Depiction of Premises
Exhibit "B" – Description of Real Property

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EXHIBIT A

[redacted]

PUULOA ROAD
PLAN
Ōlelo:
The Corporation for Community Television
1122 DOMINION STREET

[redacted]

PROJECT INFORMATION

CONSULTANTS

LOCATION MAP

PROJECT SITE MOBILELU CELLULAR CELL SITE

SITE PLAN/ROOF PLAN

All of that certain parcel of land situate at Nounaiua, Honolulu, City and County of Honolulu, State of Hawaii, described as follows:

LOT 3264-B-2-B-1, area 2.422 acres, more or less, as shown on Map 467, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1074 of Trustees under the Will and of the Estate of Samuel M. Damon, deceased;

Being the land(s) described in Transfer Certificate of Title No. 67,336 issued to Trustees under the Will and of the Estate of Samuel M. Damon, deceased.

EXHIBIT B

D

LEASE

THIS LEASE is made this 14th day of FEBRUARY, 2012 (the "Effective Date"), by and between 'OLELO: THE CORPORATION FOR COMMUNITY TELEVISION, a Hawaii corporation, hereinafter called "Landlord," whose address is 1122 Mapunapuna, Suite 100, Honolulu, Hawaii 96819 (the entirety of said property hereinafter called "Real Property"), and [redacted] hereinafter called "Tenant".

1. Premises.

1.1 Description of Premises. Landlord, for and in consideration of the rents, covenants and agreements reserved and contained in this Lease, and on the part of Tenant to be paid, observed and performed, does demise and lease to Tenant, and Tenant does lease from Landlord approximately 16,598 square feet of warehouse space located in the building (the "Building") together with the open yard area/parking/loading dock (the "Yard Area") located on the Real Property described in Exhibit "A", attached hereto and made a part hereof, hereinafter called the "Premises," and which configuration and location on the Real Property is depicted by cross-hatching on Exhibit "B".

1.2 Yard Area Subject to Antenna. Tenant acknowledges and agrees that there is an existing antenna facility located within the Yard Area operated by AT&T. AT&T (or any alternative antenna operator upon prior written notice to Tenant) shall have access to the Yard Area for the operation, repair and maintenance of the antenna facility upon twenty-four (24) hours written notice to Tenant.

1.3 Tenant Accepts the Premises "As Is", "Where Is". Tenant accepts the Premises in its condition existing as of the Lease commencement date in an "AS IS" "WHERE IS" condition, without any warranties or representations, expressed or implied by Landlord as to the condition thereof, except for express warranties set forth in this Lease. Landlord and Tenant shall conduct a walkthrough prior to Tenant taking possession and occupation of the Premises.

1.4 Possession. Unless otherwise expressly agreed upon by the Landlord and Tenant, Landlord shall deliver to Tenant and Tenant shall have the right to possess and occupy the Premises on the commencement date, and the right to such possession and occupancy shall continue to the expiration date unless and until Tenant shall be in default of any of the material terms, covenants and/or conditions contained in this Lease and on the part of Tenant to be observed and performed, subject to adequate written notice by Landlord of any alleged default and a reasonable opportunity to cure same.

2. Term. The term of this Lease shall be for a period of four (4) months, commencing on March 1, 2012 (the "Commencement Date"), and terminating on June 30, 2012, unless sooner terminated as provided in this Lease, or extended pursuant to Tenant's option to extend the term of this Lease as set forth below.

2.1 Option to Extend Term. Tenant is given the option to extend the term of this Lease on all the provisions contained in this Lease, except for rent, as follows:

(a) for a period of six (6) months beginning on July 1, 2012 and terminating on December 31, 2012, following expiration of the initial term for a monthly gross rent of $28,000.00 plus Hawaii GET as set forth below;

(b) for a period of six (6) months beginning on January 1, 2013 and terminating on June 30, 2013, following expiration of the first Option term for a monthly gross rent of $28,000.00 plus Hawaii GET as set forth below;

(c) for a period of one (1) year beginning on July 1, 2013 and terminating on June 30, 2014, following expiration of the second Option term for a monthly gross rent of $30,000.00 plus Hawaii GET as set forth below;

(d) for a period of one (1) year beginning on July 1, 2014 and terminating on June 30, 2015, following expiration of the third Option term for a monthly gross rent of $30,000 plus Hawaii GET, plus six percent (6%) cost of living increase, as set forth below;

(e) for a period of one (1) year beginning on July 1, 2015 and terminating on June 30, 2016, following expiration of the fourth Option term for a monthly gross rent of $31,800 plus Hawaii GET, plus three percent (3%) cost of living increase, as set forth below;

(f) for a period of one (1) year beginning on July 1, 2016 and terminating on June 30, 2017, following expiration of the fifth Option term for a monthly gross rent of $32,754 plus Hawaii GET, plus three percent (3%) cost of living increase, as set forth below;
(each term, an "Option").

Each Option to extend shall be exercised, if at all, by giving notice of exercise of the option ("Exercise Notice") to Landlord at least forty-five (45) days but not more than one hundred twenty (120) days before the expiration of the current term; provided, however, that Tenant may give notice of its exercise of the first Option term within thirty (30) days of the expiration of its four (4) month initial term as specified in Paragraph 2 hereof. Once the Option is exercised, Tenant shall have no right to withdraw and/or rescind the exercise of said Option. Notwithstanding the foregoing, if an uncured event of material default has occurred under this Lease (subject, however, to normal cure periods as allowed by this Lease), and remains uncured on the Exercise Notice date, the Option shall be void and of no force or effect unless the parties in good faith agree otherwise. Further, if an uncured event of material default exists (subject, however, to normal cure periods as allowed by this Lease) subsequent to the delivery of the Exercise Notice but prior to the commencement of the Extended Term, Landlord shall accept such Exercise Notice and the uncured event of material default will be subject to the standard cure provisions herein. Tenant acknowledges and agrees that the Option is personal to

Tenant, and may not be assigned or transferred, with or without its interest in this Lease, to any party other than Tenant's parent company or sister entities operating under the umbrella of Tenant's parent company.

3. Rent and Security Deposit.

3.1. Rent. For each and every month during the term of this Lease, commencing on the first day of the month following the commencement date, Tenant shall pay to Landlord on or before the first day of that month, at Landlord's office or at any other place reasonably designated by Landlord, without deduction or offset, prior notice or demand, in lawful money of the United States of America, the following rental for the respective periods hereinafter set forth as follows:

March 1, 2012 through June 30, 2012 -- $40,000.00 per month.

Any partial months at the commencement and termination of this Lease, as extended, shall be prorated on the basis of a thirty (30) day month. Tenant shall pay all other charges required by this Lease, i.e., general excise tax and electrical charges only. The parties agree to work diligently and in good faith to resolve any rental dispute(s) that may arise during the initial term and Option terms of this Lease.

3.2. Security Deposit. Landlord hereby acknowledges the receipt of (a) payment of the first full month's rent in the amount of $40,000.00 and (b) a security deposit in the amount of $30,000.00. Said security deposit shall be held as security for the performance of Tenant's obligations under this Lease by Tenant. Tenant shall not be entitled to interest therefrom. Landlord reserves the right to comingle Tenant's security deposit with other security deposits held by Landlord in one or more of Landlord's accounts. If Tenant shall fully and faithfully perform every material provision of this Lease to be performed by it, the security deposit shall be returned to Tenant within thirty (30) days of the expiration of this Lease, if Tenant shall have actually vacated the Premises upon the termination of this Lease.

4. General Excise Tax. Together with each payment of rent or any other payment required hereunder, Tenant shall pay to Landlord the Hawaii general excise tax as additional rent, only to the extent that such payments are subject to the general excise tax and not exempt therefrom. The current general excise tax rate is 4.712% but is subject to change by the State of Hawaii over the term of this Lease.

5. Peaceful Enjoyment. Upon payment by Tenant of the rent to Landlord and upon observance and performance of all the material terms, covenants, conditions and agreements contained in this Lease and on the part of Tenant to be observed or performed, Tenant shall peaceably hold and enjoy the Premises during the term and Option periods of this Lease without hindrance or interruption by Landlord or anyone lawfully or equitably claiming by, through or under Landlord, except as may be expressly provided in this Lease.

6. Utilities.

6.1 Payment by Tenant. Tenant, from the Commencement Date of this Lease, and throughout the term and Option periods of this Lease, shall pay all

electrical charges, including connection fees, for electricity supplied to or consumed in or on the Premises. Tenant shall place all refuse, garbage or trash in containers and locations approved by Landlord, including sorting this material into separate components as may be required by any governmental authority, and shall not allow any refuse, garbage or trash to accumulate outside of the Premises except on the day of scheduled trash pick-up services, and then only in areas designated as such according to the rules established for that purpose by Landlord. Landlord hereby consents to Tenant arranging for garbage dumpsters to be placed in the yard area adjacent to the Premises as depicted on Exhibit "B" (the "Yard Area"), for Tenant's exclusive use and at Tenant's sole cost and expense. Landlord shall not be responsible or liable for any interruption in utility services, nor shall such interruption affect the continuation or validity of this Lease, except if such conditions arise due to Landlord's negligence or willful misconduct.

6.2 Separate Meters. Landlord reserves the right to install or require Tenant to install, at Tenant's expense, separate meters for electrical power servicing the Premises. Tenant shall make payments, when due, directly to the utility involved for all separately metered utilities servicing the Premises. Landlord reserves the right to install or require Tenant to install, at Tenant's expense, check meters to monitor all electrical usage within the Premises. Tenant shall make payments directly to Landlord for power usage monitored by check meters rather than separate meters. Landlord acknowledges that Tenant shall only be responsible for Tenant's own verified usage and not the usage of Landlord or any other tenants or invitees. To the extent any utilities are not calculated on dedicated meters, Tenant shall be provided with itemized statements showing Tenant's usage amounts separate and distinct from all others' usage.

6.3 Joint Meters. If any utility services are not separately metered to Tenant, Tenant shall pay a proportion to be determined by Landlord of all charges jointly metered with other premises or occupants of the Building. All payments to Landlord in respect thereof shall be due within ten (10) days after receipt of the billing by Tenant. Landlord acknowledges that Tenant shall only be responsible for Tenant's own verified usage and not the usage of Landlord or any other tenants or invitees. To the extent any utilities are not calculated on dedicated meters, Tenant shall be provided with itemized statements showing Tenant's usage amounts separate and distinct from all others' usage.

7. Operation of Tenant's Business.

7.1 Use of Premises; Ownership. Tenant agrees that the Premises shall be used for production activities relating to Tenant's pilot/series/program currently entitled "Last Resort," including but not limited to entering upon, using, and by means of film, tape, videotape or any other method, recording and photographing the Premises, including the interiors and exteriors of all buildings, improvements, and structures thereon and the contents thereof; bringing on and utilizing personnel, personal property, materials, and equipment, including but not limited to creating props, painting and constructing temporary sets; and recreating the appearance of the Premises, whether accurately or otherwise, at an offsite location(s) for the purposes of recording and photographing same. Tenant agrees to be responsible for its personnel, vendors and other invitees entering the Premises in connection with Tenant's activities thereon. Tenant agrees that the Premises shall be used and

occupied in a careful, safe and proper manner, and that no nuisance nor waste shall be committed or permitted upon, or any damage done to, the Premises, taking into account typical television production activities. Landlord and Tenant understand that no extraordinary activities will take place on the Premises (i.e., pyrotechnics) and that if Tenant should include such activities, Landlord will be given advance notice of same.

Tenant, its successors, assigns and licensees shall own all rights of every kind in and to all video and sound recordings, motion pictures or photographs made, recorded and/or developed by Tenant or by Landlord during the term of this Lease, in and about the Premises and Real Property and relating in any way to Tenant's activities thereon, in any and all media now known or hereafter devised or discovered, throughout the world in perpetuity, including the irrevocable right to use any such recordings, motion pictures or other photographs of the said Premises and Real Property, including the name, logo or identification of said Premises and Real Property, in the advertising, publicity and promotion of the pilot/series/program, and Tenant's productions, without further payment or permission of any kind. Neither Landlord nor any tenant or other party now or hereafter having an interest in the Premises and Real Property shall have any right of action against Tenant or any other party arising out of any use of said photographs and/or sound recordings whether or not such use is, or may be claimed to be defamatory or untrue in nature, and Landlord, any tenant and any other party now or hereafter having an interest in the Premises and Real Property hereby waives any and all rights of privacy, publicity or any other rights of a similar nature in connection with Tenant's exploitation of any such photography and/or sound recordings. Landlord shall have the right to any and all video and sound recordings, motion pictures or photographs made by Landlord relating to the Real Property made in the ordinary course of Landlord's business at the Real Property, including, but not limited to, security video or photos made for purposes of marketing the Real Property, but such right shall not extend to any recordings, pictures, photographs or other materials depicting in any manner or degree Tenant, Tenant's personnel, vendors or other invitees, or Tenant's activities thereon.

7.2 Annoying or Injurious Conduct. No auction, fire or bankruptcy sales may be conducted in the Premises without the prior written consent of Landlord.

7.3 Rubbish. Subject to Section 6.1, Tenant shall keep the Premises and loading dock in the same clean, neat and sanitary condition as on the Commencement Date, reasonable wear and tear excepted, and free from Tenant's refuse, trash and dirt at all times. Tenant shall remove all refuse, trash or dirt caused by Tenant to be placed on adjoining sidewalks or walkways and loading areas.

7.4 No Waste or Strip. Tenant shall not make or suffer any strip or waste or any unlawful, improper or egregious use of the Premises or any part thereof nor overload the floors or any other parts of the Building. Further, Tenant shall not carry on, do or suffer to be carried on or done upon the Premises any acts, trade, practices or business which may materially damage the Building or the Premises or be or become a nuisance or menace to persons or property, and shall not do, permit or suffer to be carried on any activity, trade, practices or take or store upon the

Premises objects or property other than what is typical or standard for the television production industry.

7.5 Limitation on Type of Business. Tenant shall not permit any business to be operated in or from the Premises by any concessionaire, licensee or subtenant. Notwithstanding the foregoing, the Premises may be used by Tenant or Tenant's affiliated companies strictly in compliance with Section 7.1 hereinabove.

7.6 Observance of Laws. Tenant shall, at Tenant's sole reasonable cost and reasonable expense, at all times during the term keep the Premises in the same good order and the same strictly sanitary condition as on the Commencement Date, reasonable wear and tear excepted, and observe and comply with all applicable laws, ordinances, rules and regulations now or hereafter made by any governmental authority for the time being applicable to the Premises use thereof. If Landlord receives oral or written notice from a municipal, county, state or federal authority of infractions of law or a failure to meet any requirements of such an authority in relation to Tenant's use and informs Tenant in writing of same, or Tenant receives notice directly from such municipal, county, state or federal authority of infractions of law or a failure to meet any requirements of such an authority in relation to Tenant's use, and Tenant refuses or neglects to take proper corrective action after adequate written notice and a reasonable opportunity to cure, Landlord may, in its sole discretion and upon reasonable written notice, enter the Premises and take any action necessary to eliminate the infractions or to achieve compliance with such requirements on Tenant's behalf, without liability to Tenant for any loss or damage which may result to Tenant's business by reason thereof unless due to Landlord's negligence or willful misconduct. Upon Landlord's presentation to Tenant of the bill for the work (including, without limitation, the materials used in performing it) done by Landlord in order to eliminate such infractions or to achieve such compliance, Tenant shall pay to Landlord, as additional rent, the reasonable and necessary costs incurred by Landlord in performing such work. The bill shall include a fee of twelve percent (12%) on such costs to cover Landlord's overhead. Notwithstanding the foregoing, so long as Tenant has commenced the cure of such infractions of law or deficiencies within ten (10) business days of such notice, and diligently pursues cure of such infractions of law or deficiencies, Landlord may not take any action to achieve compliance with such requirements on Tenant's behalf, and Tenant shall not be deemed in default for so long as it is reasonably diligently pursuing compliance with such requirements.

7.7 Yard Area of the Premises. Landlord shall provide Tenant with three (3) keys for the lock on the Yard Area gate and shall retain a key for access to the antenna in the Yard Area by the antenna operator. Tenant shall be responsible for locking and unlocking the gate as needed in order to allow its access to and maintain security of the Yard Area. Subject to the confidentiality provision set forth in Section 21.17 below and with the exception of the legitimate access needs of the antenna operator and any necessary emergency access by Landlord and Landlord's agents, the parties acknowledge that Tenant shall have exclusive possession and control of the Yard Area for the term and Option periods hereunder. Other than as described above, no additional keys shall be cut or distributed to anyone, and no access shall be granted without the express written agreement of Tenant.

7.8 No Liens or Encumbrances. Tenant shall not commit nor suffer any act or neglect whereby the Premises or Real Property (only if Tenant uses any non-Premises related area of the Real Property, and then only as to that area), or the interest of Landlord in the Premises or Real Property shall, as a direct result of Tenant's actions or omissions at any time during the term, become subject to any attachment, judgment, lien, charge or encumbrance as a result of Tenant's use whatsoever, and shall indemnify and hold harmless Landlord against all such attachments, judgments, liens, charges and encumbrances on the Premises or Real Property, or the interest of Landlord therein and from all reasonable costs and reasonable expenses arising or resulting therefrom, including reasonable outside attorneys' fees, it being expressly understood and agreed that Tenant shall have no authority, express or implied, to create or suffer to be imposed any lien, charge or encumbrance upon the Premises or Real Property or upon the interest of Landlord therein unless due to Landlord's negligence or willful misconduct. Tenant at its sole reasonable cost shall have the right, at any time, to contest in good faith any attachment, judgment, lien, charge or encumbrance whatsoever (the "Lien") by a third party, the assertion of which would not constitute a breach of this Section as long as Tenant within thirty (30) days of the filing of any Lien commences action to resolve the Lien. If Tenant contests such Lien, the failure on Tenant's part to pay the Lien shall not constitute a default as long as Tenant complies with the provisions of this Section. Landlord shall not be required to join in any proceeding or contest brought by Tenant unless the provisions of any law require that the proceeding or contest be brought by or in the name of Landlord or any owner of the Premises or Real Property. In that case, Landlord shall join in the proceeding or contest or permit it to be brought in Landlord's name as long as Landlord is not required to bear any cost, but Tenant shall retain control over the proceedings. Tenant, on final determination of the proceeding or contest, shall immediately pay or discharge any decision or judgment rendered, together with all costs, charges, interest and penalties incidental to the decision or judgment.

7.9 Inspection of Premises. Tenant shall permit Landlord and Landlord's agents at all reasonable times during the term upon a minimum of forty-eight (48) hours advance written notice to enter the Premises to examine the state of repair and condition thereof at a time causing the least disruption to Tenant's business activities.

7.10 Prohibited Uses. Tenant shall not use the Premises for the purpose of storing junk, scrap (except for excess or discarded materials occurring in the regular course of Tenant's use of the Premises in accordance with Section 7.1 hereof) or other offensive materials or hazardous materials (as hereafter defined); shall not make or suffer any strip or waste or unlawful or hazardous use of the Premises; and shall not commit or permit the commission of any nuisance on the Premises; shall not sell, store or permit to be kept, used or sold in or about the Premises any article not related to the ordinary course of television production and which may be prohibited by any policy or policies of any insurance applicable to the Premises that Tenant is made aware of.

7.11 Hazardous Materials.

7.11.1 Hazardous Materials Defined. As used herein, the term "Hazardous Materials" shall mean (i) any hazardous or toxic wastes, materials or

substances" and any other pollutants or contaminants, which are or may become regulated by any applicable local, state or federal laws, including but not limited to, 33 U.S.C. Section 1251 et seq., 42 U.S.C. Section 6901 et seq., 42 U.S.C. Section 7401 et seq., 42 U.S.C. Section 9601 et seq., and the Hawaii Environmental Quality Controls, Chapter 342, Hawaii Revised Statutes, or any successor(s) thereto (collectively "Environmental Laws") ; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyls; and (v) radioactive materials.

7.11.2 Use, etc., of Hazardous Materials. Tenant agrees that during the term of this Lease, there shall be no use, presence, disposal, storage, generation (collectively "Hazardous Use"), or intentional Release, as defined in 42 U.S.C. Section 9601 (22), or any successor(s) thereto, or threatened Release of Hazardous Materials by Tenant on, from or under the Premises except to the extent that, and in accordance with such conditions as, Landlord may have previously approved in writing. It is further agreed that Tenant shall be entitled to use and store only those Hazardous Materials which are necessary for Tenant's business, provided that such usage and storage is in full compliance with Environmental Laws, and all judicial and administrative decisions pertaining thereto. Tenant shall not be entitled to install any tanks under, on or about the Premises for the storage of Hazardous Materials without the express written consent of Landlord, which may be given or withheld in Landlord's sole reasonable good faith judgment. For the purposes of this Section, the terms Hazardous Use and Release shall include Hazardous Use(s) and/or Release(s) of Hazardous Materials on, from or under the Premises by any and all lessees, occupants, and/or users of the Premises (except Landlord), whether known or unknown to Tenant, and whether occurring and/or existing during or prior to the commencement of the term of this Lease, but Tenant shall only be responsible for that which is caused directly by Tenant.

7.11.3 Hazardous Materials Report; When Required. Tenant shall submit to Landlord a written report with respect to Hazardous Materials ("Report") in the form hereinafter prescribed, at any time, within ten (10) days after written request by Landlord, if Landlord has a reasonable basis to suspect Hazardous Materials on the Premises or a violation of this Section 7.11 caused directly by Tenant. The Report shall contain, without limitation, the following information:

(1) Whether on the date of the Report and (if applicable) during the period since the last Report there has been any Hazardous Use on, from or under the Premises.

(2) If there was such Hazardous Use, the exact identity of the Hazardous Materials, the dates upon which such materials were brought upon the Premises, the dates upon which the Hazardous Materials were removed therefrom, and the quantity, location, use and purpose thereof.

(3) If there was such Hazardous Use, any governmental permits maintained by Tenant with respect to such Hazardous Materials, the issuing agency, original date of issue, renewal dates (if any) and expiration date. Copies of any such permits and applications therefor shall be attached.

(4) If there was such Hazardous Use, any governmental reporting or inspection requirements with respect to such Hazardous Materials, the governmental agency to which reports are made and/or which conducts inspections, and the dates of all such reports and/or inspections (if applicable) since the last Report. Copies of any such Reports shall be attached.

(5) If there was such Hazardous Use, identification of any operation or business plan prepared for any government agency with respect to Hazardous Use.

(6) Any liability insurance carried by Tenant with respect to Hazardous Materials, the insurer, policy number, date of issue, coverage amounts, and date of expiration. Copies of any such certificates of coverage shall be attached.

(7) Any notices of violation of Environmental Laws, written or oral, received by Tenant from any governmental agency since the last Report, the date, name of agency, and description of violation. Copies of any such written notices shall be attached.

(8) Such other pertinent information or documents as are reasonably requested by Landlord in writing.

7.11.4 Release of Hazardous Materials: Notification and Cleanup. If at any time during the term of this Lease Tenant knows or believes that any Release of any Hazardous Materials has come or will come to be located upon, about, or beneath the Premises, then Tenant shall, as soon as reasonably possible, either prior to the Release or following the discovery thereof by Tenant, give verbal and follow-up written notice of that condition to Landlord. If any Release is due to Tenant's acts or omissions hereunder, Tenant covenants to investigate, clean up and otherwise remediate any Release of Hazardous Materials by Tenant at Tenant's reasonable cost and reasonable expense; such investigation, clean up and remediation shall be performed only after Tenant has obtained Landlord's written consent, which shall not be unreasonably withheld; provided, however, that Tenant shall be entitled to respond immediately to an emergency without first obtaining Landlord's written consent. All clean up and remediation shall be done to the reasonable satisfaction of Landlord.

7.11.5 Inspection and Testing by Landlord. Landlord shall have the right at all times during the term of this Lease to (i) inspect the Premises, and to (ii) conduct tests and investigations to determine whether Tenant is in compliance with the provisions of this Section 7.11. Except in case of emergency, Landlord shall give reasonable written notice (minimum forty-eight (48) hours in advance) to Tenant before conducting any inspections, tests, or investigations. The reasonable cost of all such inspections, tests and investigations shall be borne by Tenant, if Landlord has a reasonable basis in fact to suspect Hazardous Materials located in the Premises and reasonably believes such tests to be necessary and directly caused by Tenant. Neither any action nor inaction on the part of Landlord pursuant to this Section 7.11 shall be deemed in any way to release Tenant from, or in any way

modify or alter, Tenant's responsibilities, obligations, and/or liabilities incurred pursuant to this Section 7.11.

7.11.6 Indemnity. Except if due to the negligence or willful misconduct of Landlord, Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings and costs (including, but not limited to, reasonable outside attorneys' and any reasonable and applicable environmental consultants' fees) arising from or related to Hazardous Use or Release of Hazardous Materials on or about the Premises caused by the acts or omissions of any persons or entities related to Tenant, but excluding the acts or omissions of Landlord, Landlord's agents and representatives, and persons or entities unrelated to Tenant. Tenant's obligations hereunder shall survive the termination of this Lease as to harm or injury directly caused by Tenant during the term of this Lease. Notwithstanding anything contained herein to the contrary, Tenant's indemnification of Landlord shall not extend to any Hazardous Materials existing on or about the Premises prior to Tenant's entry onto the Premises.

7.11.7 Landlord's Representation and Indemnity. Landlord represents to Tenant, to the best of Landlord's knowledge, that no enforcement, cleanup, remedial, removal, or other governmental or regulatory action have been instituted, completed or threatened pursuant to Environmental Laws affecting the Real Property and/or the Premises and no claims have been made or are threatened by any third party against Landlord or the Real Property and/or the Premises relating to damages or injury resulting from Hazardous Materials on the Real Property and/or the Premises. Landlord assures Tenant that the Premises shall be delivered to Tenant on the Commencement Date of this Lease, free of asbestos and/or any other Hazardous Materials, and Landlord will indemnify and hold Tenant harmless for all Hazardous Materials existing on the Real Property and the Premises prior to Tenant's occupancy of the Premises.

8. Maintenance and Repairs.

8.1 Obligations of Landlord and Tenant. Tenant shall, at its sole reasonable cost and reasonable expense, keep and maintain the Premises and appurtenances, and every part thereof in as good and sanitary order, condition and repair as on the Commencement Date, excluding reasonable wear and tear but including all necessary replacements related to Tenant's use. Notwithstanding the foregoing, Landlord shall perform all reasonably necessary repairs, maintenance and replacement of the infrastructure, foundation, roof and structural parts of the Building, including plumbing. If Landlord has not commenced repairs, maintenance and/or replacement within forty-eight (48) hours of Landlord's receipt of notice from Tenant, Tenant shall have the right to take remedial action and deduct all reasonable costs and expenses from its next-month rent payment. Providing a minimum of forty-eight (48) hours advance written notice to Tenant except for emergencies, Landlord shall have full rights of access to the Premises, at all reasonable times and from time to time, using reasonable efforts to minimize disruption of Tenant's business or operations, to perform all necessary repairs, maintenance and replacement of the foundation, roof and structural parts of the Building, and/or any air conditioning, electrical, security, plumbing or other mechanical systems servicing parts of the Building and/or other tenant spaces within the Building. Tenant shall, at its sole

reasonable cost and reasonable expense, keep and maintain all utilities, fixtures and mechanical equipment used by Tenant in as good order, condition and repair as on the Commencement Date, reasonable wear and tear excepted. Tenant shall repair and make good all defects caused by Tenant and required by the terms of this Lease to be repaired and made good by Tenant within thirty (30) days after the giving of written notice by Landlord or Landlord's agents. If Tenant shall refuse or neglect to commence and complete such repairs within that period, Landlord may make such repairs or cause the same to be made, making a reasonable effort to minimize any inconvenience, interruption, loss or damage that may be caused to the property or business of Tenant by reason thereof, and Tenant shall forthwith pay to Landlord within ten (10) days of demand by the latter of the verified, documented cost of repairs thereof with a fee of twelve percent (12%) on the cost to cover Landlord's overhead. Notwithstanding the foregoing, so long as Tenant has commenced the cure of such repairs within ten (10) days of Landlord's written notice, and reasonably diligently pursues cure of such repairs or deficiencies, Landlord may not take any action to repair on Tenant's behalf, and Tenant shall not be deemed in default for so long as it is reasonably diligently pursuing the cure of such repairs.

8.2 Air Conditioning System. Landlord shall maintain, at its sole cost and expense, the air conditioning system for the Premises.

8.3 Definition of Common Areas. The term "Common Areas" as used in this Lease means all areas and facilities of the Real Property, outside the Premises that are provided and designated by Landlord or otherwise provided or designated from time to time for the general use and convenience of Tenant and of other tenants having the common use of such areas, and their respective authorized representatives and invitees. Common Areas may include, without limitation, any driveways, parking areas, public restrooms and other public areas, mail facilities, common trash areas and facilities, bicycle storage areas, stairways, elevators and landscaped areas, storage and maintenance areas and facilities for the operation of the building, and sidewalks and walkways (whether any of such sidewalks and walkways are within or without the boundaries of the Real Property). The Common Areas and the designations and location of Common Areas are tentative and Landlord reserves the right in its absolute reasonable and good faith discretion to make alterations, deletions and additions thereto from time to time and shall provide Tenant with written notice thereof. Subject to any governmental requirements governing the same, Landlord agrees to permit Tenant to remove certain planters located in the Common Areas that Tenant alleges are interfering with Tenant's use of and ingress/egress to the Premises; provided, however, that Tenant shall restore any planters removed at its request prior to the termination of this Lease at its sole reasonable expense if requested to do so by Landlord.

8.4 Rights and Duties of Landlord. Landlord shall, in a manner it deems proper in its reasonable opinion, maintain the Common Areas, establish and enforce reasonable rules and regulations concerning such areas, close any of the Common Areas to whatever extent required in the reasonable opinion of Landlord's counsel to prevent a dedication of any of the Common Areas or the accrual of any rights of any person or of the public to the Common Areas, close temporarily any of the Common Areas for maintenance purposes, and make changes to the Common Areas, including, without limitation, changes in the location of driveways, entrances, exits, vehicular parking spaces, parking area, the designation of areas for the

exclusive use of others, the direction of the flow of traffic or construction of additional buildings thereupon, and shall provide written notice to Tenant of all material changes. Tenant hereby acknowledges that Landlord is under no obligation to provide security for the Common Areas, but may do so at its option. Access, parking and other Common Areas shall be subject to such rules and regulations and determinations and designations as Landlord may establish, or as may be established by said reciprocal or other easement agreements from time to time.

9. Alterations, Improvements, Fixtures and Signs.

9.1 Alterations and Additions; Restoration. Tenant shall not proceed with major or permanent remodel work, or replace or make any major or permanent alterations, additions or improvements to the Premises without prior written notice to or approval from Landlord as set forth below. Notwithstanding the preceding, Landlord is aware that Tenant will be altering interior walls and partitions, and Landlord approves of the same and agrees that such modifications shall not be subject to the provisions of Paragraph 9 hereof, provided that Paragraph 9.5 shall still apply. Prior to the surrender of the Premises by Tenant at the end of its tenancy, Tenant shall have made all necessary repairs to any damage caused by Tenant such that the Premises are restored to their condition as of the Effective Date hereof, reasonable wear and tear excepted; provided, however, that Landlord and Tenant can agree to permit Tenant to vacate the Premises subject to completing all required restoration thereafter.

9.2 Requirements for Alterations. Any permanent alterations, additions or installations made to the structure of the Building in excess of a cost of $25,000 to be performed by Tenant (hereinafter collectively "alterations") shall be subject to strict conformity with the following requirements; provided, however, that this Section 9.2 shall not apply to any temporary work done by Tenant within the Premises or permanent work done up to a maximum cost of $25,000:

(1) All alterations shall be at the sole cost and expense of Tenant;

(2) Prior to commencement of any work covered by this Section 9.2, Tenant will discuss with Landlord the general plans and specifications prepared by Tenant's architect (hereinafter referred to as "Plans") of the proposed alterations, which shall be subject to the prompt and reasonable consent of Landlord. Within five (5) calendar days after receipt thereof, Landlord shall either approve the Plans or provide Tenant with a detailed explanation of the reasons for disapproval. If Landlord fails to approve or disapprove the Plans within such five (5) day period, the Plans shall be deemed disapproved; provided, however, that Tenant shall have the right to make all pre-approved alterations listed in Exhibit C attached hereto at any time during the term of this Lease, including Option periods;

(3) No alterations shall be commenced without Tenant having previously obtained all appropriate permits and approvals required by and of governmental agencies;

(4) All alterations shall be performed in a skillful and workmanlike manner by Tenant's contractor, which contractor shall be licensed to work in the State of Hawaii, consistent with the practices and standards of the construction industry in constructing temporary structures, and pursued with diligence in accordance with the Plans previously approved by Landlord and in full accord with all applicable laws and ordinances, including, but not limited to the Americans with Disabilities Act, unless compliance is waived by the appropriate governmental authority. All material, equipment and articles incorporated in the alterations are to be new and of recent manufacture (unless the production requires an aged effect);

(5) Tenant's contractor shall maintain all appropriate insurance reasonably required by Landlord, including, if required by law, commercial general liability, workers' compensation, builders' risk insurance and construction insurance;

(6) The alterations must be performed in a manner such that they will not unreasonably interfere with the quiet enjoyment of the other tenants in the Building.

9.3 Signs. Tenant shall not damage or deface the Premises, shall not drill holes in the Building or place thereon any signs, placards, blinds or awnings, and shall not paint any portion of the Premises without first obtaining the written consent and approval of Landlord. Landlord acknowledges that Tenant may be drilling holes and affixing signs and placards within the Premises, and Landlord agrees to same; provided, however, that prior to the termination of this Lease, Tenant shall remove all signs and repair any damage therefrom and repair any holes drilled by Tenant.

9.4 Performance and Payment Bond. For any work subject to Section 9.2 above and upon Landlord's request, Tenant shall, prior to the commencement of construction, furnish to Landlord written evidence reasonably satisfactory to Landlord that Tenant or Tenant's contractor has on deposit in a financial institution or is entitled to sufficient funding in a total sum not less than an amount equal to the total estimated cost of such construction, which evidence, at Landlord's reasonable election, shall include written evidence of a construction loan or other agreement providing for the orderly disbursement of funds ratably according to the work completed, less only a reasonable retainage. If Tenant or its contractor has procured a performance and payment bond for construction of any alterations, additions or improvements, such performance and payment bond shall name Landlord as an obligee. Upon compliance by Tenant with the requirements and upon obtaining the written consent of Landlord, Tenant may commence the new construction. Without limiting other provisions contained herein concerning liability insurance, Tenant shall carry adequate insurance to cover liability for personal injury or property damage during progress of the work.

9.5 Liens. Tenant shall keep the Premises and the Real Property (if any non-Premises areas are used by Tenant, and if so then only as to those areas) free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant. In the event a mechanic's or other lien is filed against the Premises or the Real Property as a result of a claim arising through Tenant,

Tenant, upon adequate written notice and a reasonable opportunity to cure, will promptly within thirty (30) days commence action to resolve the lien within a reasonable period, and Tenant agrees to indemnify, defend and hold harmless Landlord against liability for the same. In addition, if Tenant has not commenced resolution within the prescribed time period, and Landlord reasonably and in good faith believes it is to its best interest to pursue resolution on its own, then Landlord may participate in any action to foreclose such lien, but in that event Tenant shall not be obligated to indemnify, defend and hold harmless Landlord. Landlord in its good faith reasonableness may pay the claim prior to the enforcement thereof (after the above-referenced required notice and cure period), in which event, subject to Tenant's approval after construing the fairness and reasonableness of such settlement by Landlord, Tenant shall reimburse Landlord in full for payment of the claim with the next due rental, subject to verified written documentation and investigation thereof.

9.6 Initial Improvements by Tenant. Subject to compliance with the other provisions of this Section 9, Landlord agrees that Tenant may construct lighting improvements within the Premises and related work.

10. Insurance, Indemnity, Liability.

10.1 Liability Insurance. Tenant shall procure, at its sole cost and expense, and keep in force during the term of this Lease, a Commercial General Liability policy and an Excess/Umbrella Liability policy written on an occurrence form to include coverage for (1) premises and operations, (2) products and completed operations, and (3) blanket contractual liability. Such policies for bodily injury and property damage, combined single limit, shall have minimum limits of $1,000,000 per occurrence, $5,000,000 general aggregate insurance and $5,000,000 products and completed operations aggregate. The policies shall name Landlord as an additional assured with an insurance company authorized to do business in the State of Hawaii. The foregoing minimum limits or such other coverage may be increased as Landlord may from time to time reasonably establish with due regard to prudent business practices then prevailing in the City and County of Honolulu as may then be reasonably adequate for Landlord's protection.

10.2 Property Insurance. Landlord shall at all times during the term of this Lease, keep insured all buildings now or hereafter on the Real Property, including the Premises, against loss or damage by fire and extended coverage risks, including demolition clause where applicable, in the joint names of Landlord, fee owner of the Real Property and mortgagee, if any, and any other required party, as their interests may appear, payable in case of loss to Landlord, with insurance companies authorized to do business in the State of Hawaii and satisfactory to Landlord.

10.3 Tenant's Improvements. Tenant shall procure, at its sole cost and expense, and keep in force during the term of this Lease, a policy of insurance insuring all of Tenant's improvements and personal property in the Premises.

10.4 Property of Tenant. All personal property of any kind or description whatsoever on the Premises shall be at Tenant's sole risk, and Landlord shall not be liable for any damage done to or loss of such personal property or

damage or loss suffered by the business or occupation of Tenant arising from any act or neglect of co-tenants or other occupants of the Building or of their employees or of other persons. Notwithstanding the foregoing, Landlord shall be responsible for any damage done or loss of such personal property or damage or loss suffered by the business or occupation of Tenant arising from any act of gross negligence or willful misconduct by Landlord or Landlord's authorized agents and representatives.

10.5 Waiver of Subrogation. Landlord and Tenant release each other, and their respective authorized representatives, from any claims for damage to the Premises and Building, and to the fixtures, personal property, tenant improvements, and alterations of either Landlord or Tenant in or on the Premises and Building that are caused by or result from risks insured against under any insurance policies carried by Landlord or Tenant and in force at the time of such damage, except if such claims for damages are due to the negligence or willful misconduct of the party seeking such waiver/release.

10.6 Tenant's Indemnification and Hold Harmless. Tenant agrees to indemnify and save Landlord harmless against and from any and all claims by or on behalf of any person, firm or corporation arising from Tenant's use of the Premises or the conduct of Tenant's business or from any activity, work or thing done, permitted or suffered by Tenant, in or about the Premises from and after the commencement of this Lease, and shall further indemnify and save Landlord harmless against and from any and all claims arising from any breach or default on Tenant's part in the performance of any covenant or agreement on Tenant's part to be observed and performed, or arising from any act or negligence of Tenant, or any of Tenant's agents, contractors, employees, licensees or visitors. Notwithstanding the foregoing, Tenant shall not indemnify Landlord for the negligence or willful misconduct of Landlord, Landlord's employees or agents, and Landlord shall hold Tenant harmless from all claims and liability arising out of any damage resulting from the negligence or willful misconduct of Landlord, Landlord's employees or agents. Tenant's and Landlord's obligation to indemnify and hold the other party harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any, received by the party being indemnified. As used herein "claims" shall include, without limitation, all losses, damages, liabilities, law suits, judgments, reasonable costs, reasonable outside attorney's fees, and reasonable expenses incurred in connection with any of the foregoing. In case any action or proceeding be brought against Landlord by reason of any such claim for which Tenant is liable hereunder, Tenant upon notice from Landlord covenants to resist and defend at Tenant's sole reasonable expense such action or proceeding by legal counsel reasonably satisfactory to Landlord. Counsel selected by Tenant's insurance companies, acting reasonably, shall be deemed satisfactory to Landlord. Except if due to the negligence or willful misconduct of Landlord, Tenant assumes all risk of damage caused by Tenant to property, in, upon or about the Premises from any source and to whomever belonging, and Tenant waives all claims in respect thereof against Landlord and agrees to defend and save Landlord harmless from and against any such claims by others.

10.7 Insurance Policies and Certificates. Tenant shall provide Landlord with certificates of insurance evidencing all insurance policies obtained by Tenant pursuant to the terms of this Lease. Thereafter, Tenant may provide Landlord with renewal certificates of such insurance.

11. Reserved.

12. Assignment and Subletting.

12.1 Lease is Personal. The purpose of this Lease is to transfer possession of the Premises to Tenant for Tenant's personal use in return for certain benefits, including rent, to be transferred to the Landlord. Tenant's right to assign or sublet as stated in this Section is subsidiary and incidental to the underlying purpose of this Lease. Tenant acknowledges and agrees that it has entered into this Lease in order to acquire the Premises for its own personal use and not for the purpose of obtaining the right to convey the leasehold to others.

12.2 "Transfer of the Premises" Defined. The terms "Transfer of the Premises" or "Transfer" as used herein shall include any assignment of all or any part of this Lease (including assignment by operation of law), subletting of all or any part of the Premises or transfer of possession, or right of possession or contingent right of possession of all or any portion of the Premises, including without limitation, concession, mortgage, devise, hypothecation, agency, franchise or management agreement, or to suffer any other person (the agents and servants of Tenant excepted) to occupy or use the said Premises or any portion thereof. If Tenant is a corporation which is not deemed a public corporation, or is an unincorporated association or partnership, or Tenant consists of more than one party, the transfer, assignment or hypothecation of any stock or interest in such corporation, association, partnership or ownership interest, in the aggregate in excess of twenty-five percent (25%), shall be deemed a Transfer of the Premises.

12.3 No Transfer Without Consent. Tenant shall not suffer a Transfer of the Premises or any interest therein, or any part thereof, or any right or privilege appurtenant thereto without the prior written consent of Landlord, and a consent to one Transfer of the Premises shall not be deemed to be a consent to any subsequent Transfer of the Premises. Any Transfer of the Premises without such consent shall be void, and shall, at the option of Landlord, terminate this Lease. Notwithstanding the foregoing, Tenant shall have the right, without the consent of Landlord, but upon prior written notice to Landlord, to assign this Lease to any subsidiary or parent company of Tenant, or affiliated organization that comes under the ownership umbrella of Tenant's parent company.

12.4 When Consent Granted. The consent of Landlord to a Transfer may not be unreasonably withheld, provided should Landlord withhold its consent for any of the following reasons or other similar reasons typically of concern to landlords regarding a transferee's financial strength, reputation or safety, such withholding shall be deemed to be reasonable:

(1) Financial strength of the proposed transferee is not at least equal to that of Tenant at the time of execution of this Lease;

(2) A proposed transferee whose occupation of the Premises would cause a diminution in the reputation of the Building or the other businesses located therein;

(3) A proposed transferee whose impact on the common facilities or the other occupants of the Building would be, in Landlord's reasonable judgment, disadvantageous due to increased danger or risk; or

(4) A proposed transferee whose occupancy will require a variation in the terms of the Lease.

12.5 Procedure for Obtaining Consent. Landlord need not commence its review of any proposed Transfer, or respond to any request by Tenant with respect to such, unless and until it has received from Tenant adequate descriptive information concerning the business to be conducted by the proposed transferee, the transferee's financial capacity, and such other information as may reasonably be required in order to form a prudent judgment as to the acceptability of the proposed Transfer, including, without limitation, the following:

(1) The past two year's Federal Income Tax returns of the proposed transferee (or in the alternative the past two years audited annual Balance Sheets and Profit and Loss statements, certified correct by a Certified Public Accountant);

(2) Banking references of the proposed transferee;

(3) A resume of the business background and experience of the proposed transferee; and

(4) An executed copy of the instrument by which Tenant proposes to effectuate the Transfer.

Tenant shall reimburse Landlord as additional rent for one-half of Landlord's reasonable costs and reasonable outside attorneys' fees incurred in conjunction with the processing and documentation of any proposed Transfer of the Premises, whether or not such consent is granted.

12.6 Recapture. By written notice to Tenant (the "Termination Notice") within twenty (20) business days following submission to Landlord by Tenant of the information specified in Section 12.5, Landlord may, but shall not be obligated to, (1) terminate this Lease in the event of an assignment of this Lease or sublet the entire Premises, or (2) terminate this Lease as to the portion of the Premises to be sublet, if the sublet is to be of less than the entire Premises. Upon the termination date of this Lease, if Landlord exercises its rights under this Section, Landlord shall pay to Tenant the unamortized cost of Tenant's leasehold improvements multiplied by that fraction the numerator of which is the rentable square footage of the area for assignment or sublease, and the denominator of which is the rentable square footage of the area of the entire Premises before such Transfer. In the event Landlord elects to terminate under the provisions hereof, and the area to be terminated is less than the entire Premises, an amendment to this Lease shall be executed in which Tenant's obligations for rent and other charges shall be reduced in proportion to the reduction in the size of the Premises caused thereby by restating the description of the Premises, and its monetary obligations hereunder shall be reduced by multiplying such obligations by a fraction, the numerator of which is the rentable square footage of the area of the Premises offered for sublease and the denominator of which is the

rentable square footage of the area of the Premises immediately prior to such termination.

12.7 Effect of Transfer. If Landlord consents to a Transfer, the following conditions shall apply:

(1) Each and every covenant, condition or obligation imposed upon Tenant by this Lease and each and every right, remedy or benefit afforded Landlord by this Lease shall not be impaired or diminished as a result of such Transfer.

(2) On a monthly basis, any sums of money, or other economic consideration received by Tenant from the Transferee in such month (whether or not for a period longer than one month), including higher rent, bonuses, key money, or the like which exceed, in the aggregate, the total sums which Tenant pays Landlord under this Lease in such month, or the prorated portion thereof if the Premises transferred is less than the entire Premises, shall be payable fifty percent (50%) to Landlord and fifty percent (50%) to Tenant, and Landlord's share shall be paid with Tenant's payment of monthly rent.

(3) No Transfer, whether or not consent of Landlord is required hereunder, shall relieve Tenant of its primary obligation to pay the rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of rent by Landlord from any person shall not be deemed to be a waiver by Landlord of any provision of this Lease or to be a consent to any Transfer of the Premises.

(4) If Landlord consents to a sublease, such sublease shall not extend beyond the expiration of the term or last Option period of this Lease.

(5) No Transfer shall be valid and no transferee shall take possession of the Premises or any part thereof unless, within ten (10) days after the execution of the documentary evidence thereof, Tenant shall deliver to Landlord a duly executed duplicate original of the Transfer instrument in form satisfactory to Landlord which provides that (i) the transferee assumes Tenant's obligations for the payment of rent and for the full and faithful observance and performance of the covenants, terms and conditions contained herein, (ii) such transferee will, at Landlord's election, attorn directly to Landlord in the event Tenant's Lease is terminated for any reason on the terms set forth in the instrument of transfer and (iii) such instrument of transfer contains such other assurances as Landlord reasonably deems necessary.

13. Damage to Premises.

13.1 Rights of Termination. Landlord and Tenant acknowledge and agree that the nature of Tenant's activities on the Premises require that Tenant have full access and functionality of the Premises, in particular the Building, to meet its deadlines and contractual obligations with third parties. Even minor loss of functionality of the Building may render Tenant's activities impossible or

impracticable. In the event the Premises suffers (a) an "uninsured property loss" or (b) a property loss which cannot be repaired within sixty (60) days from the date of destruction under the laws and regulations of state, federal, county or municipal authorities, or other authorities with jurisdiction, Landlord may terminate this Lease as of the date of the damage upon written notice to Tenant following the uninsured property loss, unless Tenant has already previously terminated according to the following circumstances. In the event of an uninsured property loss or any property loss to the Premises which cannot be remedied within forty-eight (48) hours of its occurrence and/or interferes or obstructs in any manner or degree with Tenant's activities hereunder, Tenant shall have the immediate right to terminate the Lease by written notice to Landlord within twenty (20) days of Tenant's discovery of the property loss or following notice from Landlord of the property loss, and Tenant's obligations for the payment of rent, utilities, taxes and any other payments shall immediately cease and terminate as well, with the exception of the termination payment set forth below. Landlord shall make its best efforts to provide notice to Tenant of such determination as soon as possible following the date of destruction, and to resolve and remedy the circumstances as expeditiously as possible. For the purposes of this Lease, the term "uninsured property loss" shall mean any loss arising from a peril not covered by the standard form of Commercial Property ISO insurance policy.

In the event Tenant elects to terminate this Lease as set forth in this Section 13.1, then upon such termination Tenant shall pay to Landlord the equivalent of forty-five (45) days' rent at the then current rental rate.

13.2 Repairs. In the event of a property loss which may be fully repaired within forty-eight (48) hours from the date of the damage, or, in the altemative, in the event the parties do not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and Landlord shall forthwith undertake to make such repairs to reconstitute the Premises to as near the condition as existed prior to the property loss as practicable; provided, however that if Landlord does not commence such repairs to the Premises within forty-eight (48) hours of the date of destruction, Tenant may commence the repairs on Landlord' s behalf in accordance with Section 13.3 below, and, further provided that, should Tenant in its reasonable discretion determine that the Premises are not repairable or no longer usable or operational in accordance with Tenant's stated production activities, or if Landlord refuses for any reason to timely reconstitute the Premises, then Tenant shall have the option of immediately terminating the Lease upon written notice to Landlord and Tenant's obligations for the payment of rent, utilities, taxes and any other payments shall immediately cease and terminate as well, with the exception of the termination payment set forth below. Such partial destruction shall annul or void this Lease unless otherwise agreed by Tenant, except that Tenant shall be entitled to a proportionate reduction of rent following the property loss and until the time the Premises are restored. Such reduction shall be an amount which reflects the degree of interference with Tenant's business. So long as Tenant conducts its business in the Premises, there shall be no abatement until the parties agree on the amount thereof.

In the event Tenant elects to terminate this Lease as set forth in this Section 13.1, then upon such termination Tenant shall pay to Landlord the equivalent of forty-five (45) days' rent at the then current rental rate.

13.3 Repair Costs. The cost of any repairs to be made by Landlord, pursuant to Section 13.2 of this Lease, shall be paid by Landlord utilizing all available insurance proceeds and without credits, set-offs or subordination of any kind.

14. Surrender.

14.1 Surrender. At the end of the term or last Option period or other sooner termination of this Lease, Tenant shall peaceably deliver up to Landlord possession of the Premises, together with all improvements upon or belonging to the same, by whomsoever made, in the same good repair, order and condition as on the Commencement Date, normal wear and tear excepted, including the repair and/or replacement of any walls within the Premises or planters which Tenant may have moved or removed, to their previously existing condition, if Landlord instructs Tenant to do so. Any construction or other improvements made to the Premises by Tenant, which Landlord desires to keep and maintain on the Premises, shall be subject to good faith negotiation between the parties; provided however, that any lighting, partitions, plumbing, electrical wiring upon the Premises installed by Tenant shall be the property of Landlord. Upon the expiration or earlier termination of this Lease, Tenant shall have the right to remove any and all trade fixtures (removable without damage to the Building or the Premises), temporary structures and sets, and personal equipment. Tenant shall close all holes resulting from Tenant's removal of fixtures and make all other repairs necessitated by Tenant's use and occupation of the Premises. If such trade fixtures, temporary structures and sets, and personal equipment are not removed by Tenant on or before the expiration or earlier termination of this Lease, unless Landlord has agreed to alternative terms, Landlord may remove the same, without notice thereafter, or consider the same as abandoned property and take title thereto and utilize the security deposit for the reasonable costs thereof, to the extent necessary, and charge any reasonable costs of such removal in excess of the amount of the security deposit to Tenant. Tenant shall also remove all of its other personal property from the Premises. Within forty-eight (48) hours notice by Tenant of the end of its tenancy hereunder and in anticipation of its surrender of the Premises to Landlord upon termination or expiration of the Lease in association therewith, Landlord and Tenant shall conduct a walkthrough inspection of the Premises. Upon Landlord's reasonable satisfaction with the Premises, Landlord shall accept Tenant's surrender of the Premises and this Lease shall terminate. Upon such termination, Tenant shall have either completed all repair and restoration resulting from its use of the Premises, or, Landlord shall have agreed to terminate the Lease subject to Tenant completing repairs and restoration within a reasonable time thereafter.

14.2 Holding Over. If, with the permission of Landlord, Tenant remains in possession of the Premises after the expiration of the term or last applicable Option period, Tenant shall be deemed to be occupying the Premises as a tenant from month-to-month, at the same rent and subject to all of the other terms and conditions of this Lease effective immediately prior thereto. If without the permission of Landlord, Tenant remains in possession of the Premises after the termination of this Lease, Tenant shall pay as liquidated damages for each day possession is withheld, an amount per day equal to double the rent payable by Tenant immediately prior to the termination of this Lease, computed on a daily basis.

15. Default and Remedies.

15.1 Default. The occurrence of any of the following shall constitute a material default and breach of this Lease by Tenant:

(1) Any uncured failure by Tenant to pay the rental or to make any other payment required to be made by Tenant hereunder when due;

(2) The abandonment or vacation of the Premises by Tenant;

(3) A failure by Tenant to observe and perform any other material provision of this Lease to be observed or performed by Tenant, where such failure continues for ten (10) business days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of the default is such that the same cannot reasonably be cured within the ten (10) day period allowed, Tenant shall not be deemed to be in default if Tenant shall, within such ten (10) day period, commence to cure and thereafter reasonably diligently prosecute the same to completion;

(4) Either (i) the appointment of a receiver (except a receiver appointed at the instance or request of Landlord) to take possession of all or substantially all of the assets of Tenant, or (ii) a general assignment by Tenant for the benefit of creditors, or (iii) any action taken or suffered by Tenant under any insolvency or bankruptcy act shall constitute a breach of this Lease by Tenant. In such event, Landlord may, at its option, declare this Lease terminated and forfeited by Tenant, and Landlord shall be entitled to immediate possession of the Premises. Upon such notice of termination, this Lease shall terminate immediately and automatically by its own limitation.

15.2 Remedies. The rights and remedies of Landlord in the event of any uncured breach by Tenant of this Lease shall be limited to Landlord's right to recover damages, if any, in an action at law [subject to Paragraph 21.11 Arbitration clause of this Lease]. In no event shall Landlord be entitled to terminate or rescind any right granted to Tenant hereunder or to enjoin or restrain or otherwise impair in any manner the production, distribution, or exploitation of Tenant's pilot/series/program, or any parts or elements thereof, or the use, publication or dissemination of any advertising, publicity or promotion in connection therewith.

15.3 Recovery of Rent; Reletting. In the event of the vacation or abandonment of the Premises by Tenant, Landlord may reenter and take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by law, then, if Landlord does not elect to terminate this Lease, this Lease shall continue in effect for so long as Landlord does not terminate Tenant's right to possession, and Landlord may enforce all its rights and remedies under this Lease, including, without limitation, Landlord's right, from time to time, without terminating this Lease, to either recover all rental as it becomes due or relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion, may deem advisable with the right to make alterations and repairs to the Premises; provided, however, that Landlord shall be under an affirmative obligation to use reasonable efforts to mitigate damages, including but not limited to reletting the Premises as soon as practicable at the then

current market rate. Acts of maintenance or preservation or efforts to relet the Premises or the appointment of a receiver upon initiation of Landlord or other legal proceeding granting Landlord or its agent possession to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. In the event that Landlord shall elect to so relet, Landlord shall have the right to remove all persons and property from the Premises; such property may be removed and stored in a public warehouse or elsewhere at the reasonable cost and for the account of Tenant. In the event that Landlord shall elect to so relet, then rentals received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any reasonable and necessary cost of such reletting; third, to the payment of the reasonable cost of any required alterations and repairs to the Premises; fourth, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. Should that portion of such rentals received from such reletting during any month, which is applied by the payment of rent hereunder, be less than the rent payable during that month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord immediately upon demand therefor by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as ascertained and verified as necessary to reletting the Premises, any reasonable costs and reasonable expenses incurred by Landlord in such reletting or in making such alterations and repairs not covered by the rentals received from such reletting. No reentry or taking possession of the Premises or any other action under this Section shall be construed as an election to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of any material uncured default by Tenant, Landlord may at any time after such reletting elect to terminate this Lease for any such uncured default.

15.4 No Waiver. Efforts by Landlord to mitigate the damages caused by Tenant's default of this Lease shall not constitute a waiver of Landlord's right to recover damages hereunder.

15.5 Advances by Landlord and Delinquent Rentals. If Tenant fails to make any of the payments such as for general excise taxes or utilities, required to be made under this Lease, or by any act or neglect of Tenant, after adequate written notice by Landlord and a reasonable opportunity to cure, causes Landlord's interest in the Premises or any portion thereof to be jeopardized in any manner, Landlord may make any or all such payments for Tenant's account and Tenant shall forthwith repay to Landlord such advances, together with any reasonable costs and reasonable outside attorney's fees which may thereby be incurred. All delinquent rentals and all such advances made by Landlord shall bear interest from the due date at twelve percent (12%) per year.

15.6 Cumulative Remedies. The various rights, options, election powers and remedies of Landlord contained in this Section 15 and elsewhere in this Lease shall be construed as cumulative and no one of them exclusive of any others or of any legal or equitable remedy which Landlord might otherwise have in the event of uncured breach or default, and the exercise of one right or remedy by Landlord shall not in any way impair its right to any other right or remedy.

16. Condemnation. If at any time during the term or Option period(s) of this Lease the Premises or any part thereof shall be taken or condemned in fee for any public use by any authority or corporation having the power of eminent domain, then and in every case the estate and interest of Tenant in the Premises so taken shall at once cease and determine, and Tenant shall not by reason of such taking or condemnation be entitled to any claim against either Landlord or others for compensation or indemnity for leasehold interest or for any land or improvements thereon except as herein expressly provided but Landlord shall work with any such authority or corporation to ensure Tenant a reasonable opportunity to remove and reclaim all property and possessions, including any improvements, belonging to or made by Tenant. All compensation payable or to be paid by reason thereof shall be payable to and be the sole property of Landlord, and Tenant shall have no interest in or claim to such compensation or any part thereof whatsoever. If a part of the Premises shall be so taken or condemned, the rent thereafter payable for the remainder of the term or Option period(s) shall be reduced in the proportion that the area of land so taken bears to the total area demised, up to and including a one hundred percent (100%) reduction of all Tenant's payments of rent, fee, utilities and/or tax. As more fully described in Paragraph 13 hereof, should Tenant's use of the Premises, in particular the Building, be impaired or diminished in any manner, due to condemnation under this Paragraph 16 or otherwise, then Tenant shall have the immediate right and option to terminate this Lease, and all payments hereunder shall also immediately cease forever. Furthermore, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord (unless Tenant's compensation is included in Landlord's award), such compensation as may be separately recoverable by Tenant in Tenant's own right for any damages to Tenant's business on the Premises or for any cost or loss to Tenant in altering any improvements thereon or in removing Tenant's equipment, structures, sets, fixtures, merchandise, furniture and other personal property therefrom by reason of such taking, so long as such action or the payment of such compensation shall not affect or diminish the compensation payable to Landlord, but Landlord shall be prohibited from including any of Tenant's property, possessions and improvements in the valuation of its condemned leasehold.

17. No Abatement of Rent. Except as otherwise provided in this Lease, neither partial nor total destruction of any building or improvement by fire, elements or other cause shall affect the obligations of Tenant as to payment of rent and the rent shall not abate, diminish or cease.

18. Subordination. This Lease shall be subordinate to any ground lease, mortgage, deed of trust or any other hypothecation for security now or hereafter placed upon the Real Property or a part thereof and to any and all advances made on the security thereof and to all renewals, modifications, consolidations, replacements and extensions thereof. If any mortgagee, trustee or ground lessor shall elect to have this Lease prior to the lien of its mortgage, deed of trust or ground lease and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust or ground lease or the date of recording thereof.

18.1 Subordinate to Ground Lease. This Lease is expressly subject and subordinate to all of the provisions of that certain Indenture of Lease dated July 2, 1970 (herein referred to as "Ground Lease"), by and between the Trustees of the Estate of Samuel Mills Damon, Deceased ("Ground Lessor") and Eastman Kodak Company, as amended or assigned from time to time, the ground lessor's interest therein having been assigned to LTMAC Properties LLC, a Maryland limited liability company, and the ground lessee's interest therein having been assigned to Landlord. Tenant covenants with Landlord that it will comply with all applicable provisions of the Ground Lease, and will not cause a material default under the Ground Lease.

18.2 Further Documents. Tenant agrees to execute and deliver any documents customarily required by lenders, as may be required by any holder or proposed holder of any mortgage, deed of trust or other encumbrance now or hereafter placed, charged or enforced against Landlord's interest in this Lease and the leasehold estate thereby created or all or any part of the land, buildings or improvements included in the Building so long as Tenant has received satisfactory nondisturbance agreements. Tenant shall execute and deliver such documents at any time and from time to time upon request by Landlord within ten (10) days from written notice from Landlord. Landlord shall be responsible for all costs incurred in the preparation of such documents, including but not limited to any costs associated with Tenant's execution and delivery of such documents, including its consultant's, in-house or outside counsel's review of such documents.

19. Sale of Premises. In the event of a sale or conveyance by Landlord of Landlord's interest in the Premises or the Building, Landlord shall be released from any future liability under this Lease, with the successor in interest to Landlord to be solely liable to Tenant.

20. Notices. Any notice, communication, approval, disapproval, request or reply (hereinafter called "Notice") provided in this Lease or permitted to be given, made or accepted by either party to the other, must be in writing, and shall be deemed to have been duly given on the date of service if given or served personally on the party to whom notice is to be given, or on the third day after mailing if transmitted by facsimile and confirmed by Federal Express or similar overnight courier service or by prepaid certified or registered mail addressed to the party to whom notice is to be given. Each party hereto shall have the right from time to time to change its address, by giving Notice in writing to the other party as herein provided, at least five (5) business days prior to the effective date of such change of address.

21. Miscellaneous Provisions.

21.1 Time of Essence. Time is of the essence for all provisions of this Lease bearing clearly defined and specific time and date requirements.

21.2 Late Payment Penalty. If Landlord or Tenant shall fail to pay to the other party, any of the sums, costs and expenses enumerated in this Lease, and such non-payment shall continue for a period of ten (10) days, the delinquent party shall pay to the other party, a "late charge" equal to one percent (1%) of the amount then due to defray additional costs incurred in connection with the delinquent

payment. The late charge shall be in addition to any other remedy of the non-delinquent party described in this Lease.

21.3 Interest. Any and all sums due under this Lease, whether by Landlord or Tenant, which are unpaid when due (after all applicable notice and cure periods) shall bear interest at a rate equal to the then current prime rate published from time to time in the Wall Street Journal, non-compounded, non-cumulative, until fully paid.

21.4 Choice of Law. This Lease shall be governed by the laws of the State of Hawaii.

21.5 Entire Agreement. This Lease and the Exhibits attached to it, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are set forth. Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless in writing and signed by them.

21.6 Severability. If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby.

21.7 No Accord and Satisfaction. No payments by Tenant or receipt by Landlord of a lesser amount than the rent stipulated in this Lease shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

21.8 Successors and Assigns. All of the terms, covenants and conditions of this Lease shall inure to the benefit of and be binding upon the successors and assigns of Landlord and upon the successors and/or heirs, legal representatives and permitted assigns of Tenant to the same extent as the terms, covenants and conditions inure to the benefit of and are binding upon Landlord and Tenant, respectively. In any case where there shall be more than one Tenant, each Tenant shall be jointly and severally liable hereunder. The use of any gender shall include any and all genders, and the use of any number shall be construed as singular or plural, as the case may require.

21.9 No Partnership Intended. Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Tenant.

21.10 No Party Deemed Drafter. No party shall be deemed to be the drafter of this Lease. If this Lease is ever construed or interpreted by a court of law or other authority before which this Lease is properly presented, such court or other authority shall not construe this Lease or any provision hereof against either party as the drafter.

21.11 Arbitration. Except as otherwise provided in this Lease, all matters of disagreement or dispute that may arise under this lease which cannot be adjusted by the parties hereto to their mutual satisfaction and which shall be expressly made subject to determination by arbitration as provided in this lease shall be submitted to and determined by three (3) arbitrators in the manner prescribed by Chapter 658A of the Hawaii Revised Statutes, as the same is now or may from time to time be amended. In any such case either party may give to the other written notice of the desire to so arbitrate the matter in question and shall appoint one arbitrator in such notice, whereupon the other party shall, within ten (10) days after receipt of such notice, appoint a second arbitrator, and in case of failure so to do the party who has already named an arbitrator may request any Judge of the Circuit Court of the First Circuit of the State of Hawaii to appoint such second arbitrator, and the two arbitrators so appointed (in either manner) shall select and appoint a third arbitrator; in the event that the two arbitrators so appointed shall fail to select and appoint a third arbitrator within ten (10) days after the appointment of the second arbitrator, either party may request the appointment of the third arbitrator by any such Judge; the three arbitrators so appointed shall thereupon proceed to determine the matter in question, difference or disagreement, and the decision of any two of them within the range of the matter in issue shall be final, conclusive and binding upon both parties unless vacated, set aside or modified as provided by the statute aforesaid. The arbitrators shall have the power and duties prescribed by said statute and judgment may be entered upon such award by the Circuit Court of the First Circuit of the State of Hawaii. Each party shall pay its own expenses and its attorneys' fees (if any) but the compensation of the arbitrators shall be borne equally by both parties. Submission to arbitration of disputed matters shall not excuse performance of the terms, covenants or conditions of this lease which are not in dispute.

21.12 Headings and Paragraphs. The headings of this Lease are inserted only for convenience and reference and shall in no way define, limit or describe the scope or intent of any provision of this Lease.

21.13 Counterparts. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21.14 Facsimile Signatures. Facsimile signatures shall be accepted as original signatures and Landlord and Tenant shall deliver a hard copy with the original signatures to the other.

21.15 No Recordation. This Lease may not be recorded in the Bureau of Conveyances or the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

21.16 Authority. The parties signing below represent and warrant that they have the requisite authority to bind the entities on whose behalf they are signing.

21.17 Confidentiality. All of the terms of this Lease shall be absolutely confidential and the parties to this Lease agree that they shall not communicate, issue, release or otherwise disseminate any information in connection with this Lease whatsoever or in any way participate in any dissemination of the terms of this Lease

to any third party without the prior written consent of the other party. Landlord shall not make any images via personal photography or recordings of any nature at, of or on any area of the Premises depicting Tenant, Tenant's personnel, Tenant's Use of the Premises, and/or relating to Tenant's pilot/series/program currently entitled [redacted] Landlord shall inform all of its tenants, agents and representatives of this prohibition; provided, however, that Tenant acknowledges and agrees that Landlord has no actual control over its tenants or other third parties on or near the Premises and shall not be held liable for any of their respective actions. If Tenant proves that Landlord breached this provision, Tenant shall be entitled to damages, the exact amount to be determined by judicial proceeding. Moreover, any photography or recording taken by Landlord relating to Tenant, Tenant's personnel, Tenant's use of the Premises, and/or the production of Tenant's pilot/series/program shall with immediate effect be deemed Tenant's owned property (including copyright) to the exclusion of all others, and any use, dissemination or exploitation thereof shall be a violation of Tenant's rights thereto. Landlord shall not authorize any advertising and/or publicity mentioning Tenant and/or Tenant's production activities hereunder, unless Landlord has received advance written authorization from Tenant.

IN WITNESS WHEREOF, the parties to this Lease have executed this Lease the day and year first above written.

'ŌLELO: THE CORPORATION FOR COMMUNITY TELEVISION,
a Hawaii corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

"Landlord"

[redacted]

By: _____
Name: _____
Its: _____

"Tenant"

Attachments:

Exhibit "A" -- Description of Real Property
Exhibit "B" -- Depiction of Premises
Exhibit "C" -- N/A

to any third party without the prior written consent of the other party. Landlord shall not make any images via personal photography or recordings of any nature at, of or on any area of the Premises depicting Tenant, Tenant's personnel, Tenant's Use of the Premises, and/or relating to Tenant's pilot/series/program currently entitled [redacted] Landlord shall inform all of its tenants, agents and representatives of this prohibition; provided, however, that Tenant acknowledges and agrees that Landlord has no actual control over its tenants or other third parties on or near the Premises and shall not be held liable for any of their respective actions. If Tenant proves that Landlord breached this provision, Tenant shall be entitled to damages, the exact amount to be determined by judicial proceeding. Moreover, any photography or recording taken by Landlord relating to Tenant, Tenant's personnel, Tenant's use of the Premises, and/or the production of Tenant's pilot/series/program shall with immediate effect be deemed Tenant's owned property (including copyright) to the exclusion of all others, and any use, dissemination or exploitation thereof shall be a violation of Tenant's rights thereto. Landlord shall not authorize any advertising and/or publicity mentioning Tenant and/or Tenant's production activities hereunder, unless Landlord has received advance written authorization from Tenant.

IN WITNESS WHEREOF, the parties to this Lease have executed this Lease the day and year first above written.

'ŌLELO: THE CORPORATION FOR COMMUNITY TELEVISION,
a Hawaii corporation

By: Roy K. Amemiya Jr.
Name: Roy K. Amemiya Jr.
Its: President and CEO

By: _____
Name: _____
Its: _____

"Landlord"

[redacted]

By: _____
Name: _____
Its: _____

"Tenant"

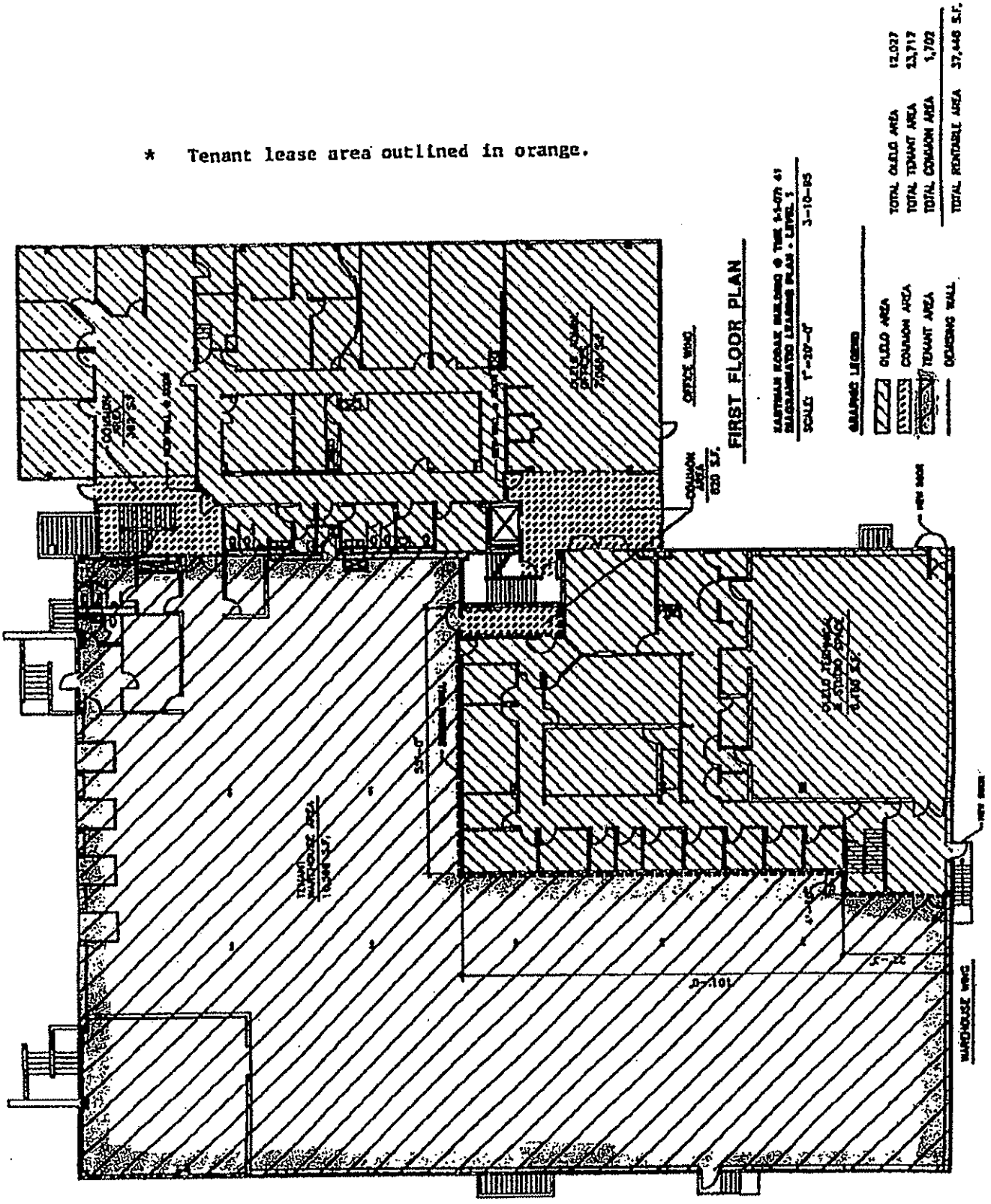
EXHIBIT "A"

The Lessor in consideration of the rent and covenants set forth and contained in said agreement and on the part of the Lessee to be paid, observed and performed, does hereby demise and lease unto the Lessee the Premises situate at 1122 Mapunapuna Street, Honolulu, Hawaii 96819, being warehouse and back area yard and parking space, comprising of 16,598 usable/rentable square feet of warehouse space as shown on Exhibit "B," attached hereto and made a part hereof (the "Premises") which are located in the building known as the `Ōlelo Building (TMK No. (1)-1-1-007-041, the "Property").

000205

EXHIBIT "B"

* Tenant lease area outlined in orange.



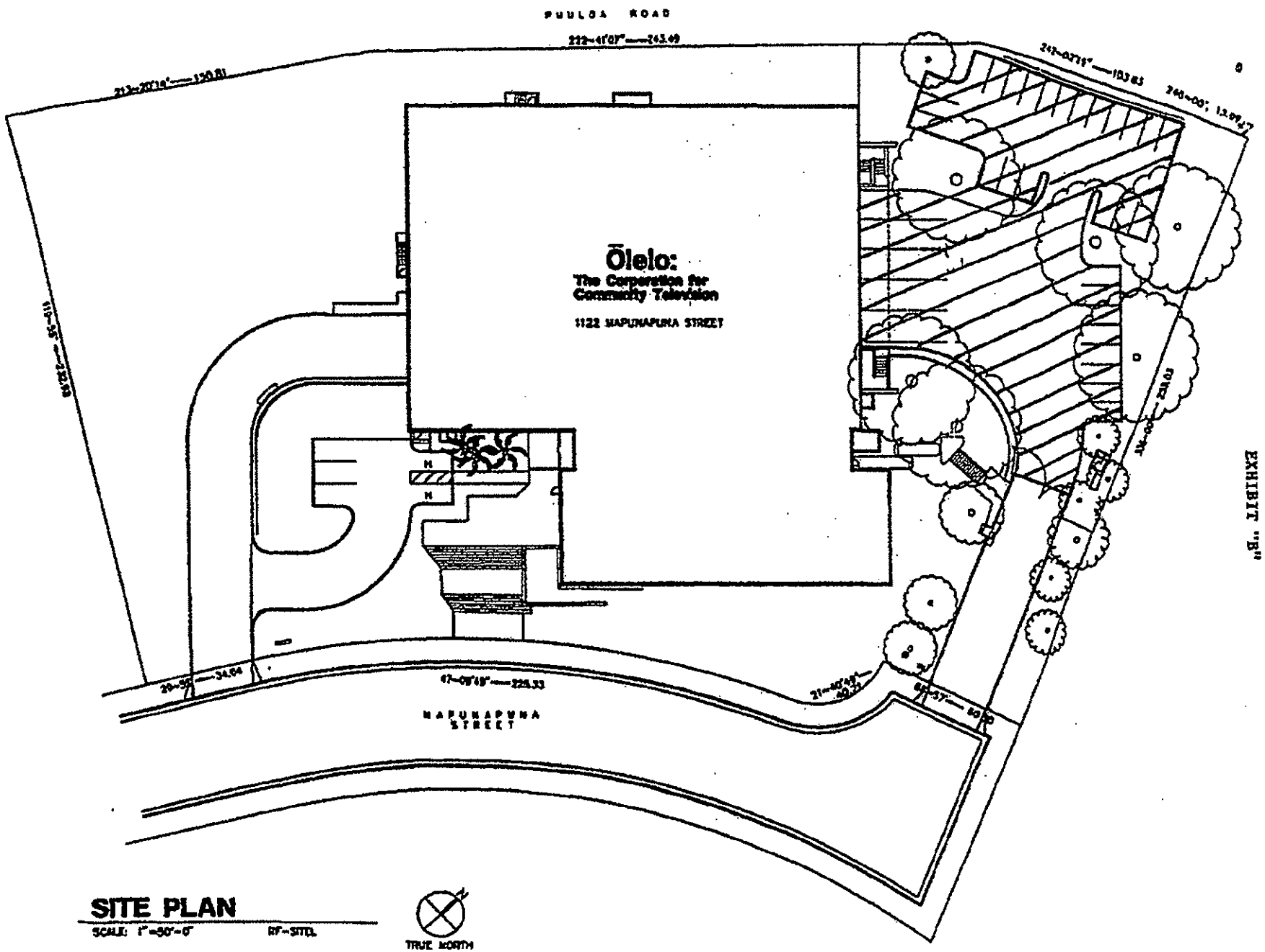


EXHIBIT "B"

000206

14 Rental Income by Tenant

	2011	2010	2009	2008	2007	2006	2005
Tenant A	561,715.39	432,483.76	398,891.75	412,179.10	395,880.06	377,092.10	355,395.95
Tenant B	217,705.61	203,221.76	179,388.80	177,108.59	176,255.91	173,361.30	163,195.52
Tenant C	54,567.84	38,691.47	39,761.52	39,252.85	34,780.93	29,610.05	24,569.24
Prkg Tenant	4,125.00	2,700.00	0.00	0.00	0.00	0.00	0.00
TOTAL	**838,113.84**	**677,096.99**	**618,042.07**	**628,540.54**	**606,916.90**	**580,063.45**	**543,160.71**

NOTES:
1. Tenant A - warehouse space in building.
2. Tenant B - office space in building.
3. Tenant C - rooftop space and detached facility.
4. Prkg Tenant - 7 parking stalls.
5. Tenants A, B and C totals include common area maintenance charges.

NEEDS ASSESSMENT

FOR

`ŌLELO COMMUNITY TELEVISION

(EXECUTIVE SUMMARY)

March 24, 2006

Presented by

THE BUSKE GROUP
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NEEDS ASSESSMENT FOR
ʻŌLELO COMMUNITY TELEVISION
EXECUTIVE SUMMARY

I. INTRODUCTION

ʻŌlelo Community Television (ʻŌlelo) is an independent nonprofit organization that manages public, educational and government access resources and programming that is presented on the O'ahu cable TV system. The Buske Group was retained by ʻŌlelo to conduct a needs assessment that included opportunities for a large number and wide variety of groups and individuals to provide input regarding their perception of the services and resources offered by ʻŌlelo to O'ahu residents, community groups, and institutions.

The following groups and individuals were the primary participants in this effort:

- ʻŌlelo's current clients (those who had previously used ʻŌlelo's services);
- Nonprofit and other community groups and individuals that have not used ʻŌlelo's services in the past;
- Representatives of city, state and federal government agencies;
- Private and public school teachers, media instructors, school principals and superintendents.

The Buske Group, with logistical support of the ʻŌlelo staff, conducted a needs assessment that included 15 focus group and brainstorming sessions with: (1) current ʻŌlelo clients; (2) nonprofit groups and individuals that had <u>not</u> used ʻŌlelo's services; (3) representatives of city, state and federal government; and (4) private and public school teachers, media instructors, school principals and superintendents. A total of 157 people attended the focus group sessions.

Each session began with a presentation by the consultant to provide background information, ensure that the participants understood such terms as "PEG Access" and "Community Media Center," and provide an overview of how individuals, community groups, and institutions use PEG Access and CMCs in other cities. Standardized questionnaires, appropriate for the experience level and concerns of the participants in each focus group category, were prepared and distributed for them to complete. A consultant-facilitated "brainstorming" period during each focus group session allowed participants to offer their observations and concerns regarding 'Ōlelo's strengths and weaknesses in more depth.

Prior to the focus group sessions, standardized questionnaires were prepared and mailed to all of 'Ōlelo's existing community producers (over 1,000), along with a postage-paid envelope for them to use to return their completed questionnaires to the consultant.

All questionnaire responses (by the 157 participants of the focus group sessions and the 262 clients who completed and returned the mailed questionnaires) and focus group brainstorming comments were compiled for inclusion in a detailed, written report of findings and recommendations.

II. MAJOR FINDINGS

- 'Ōlelo's Current Clients -- Questionnaire Responses

  - Almost unanimously, clients stated that equipment is *"Always Available" (73%) or "Sometimes Available" (26%)* at their primary 'Ōlelo production facility.

  - Another very high proportion *(92%)* described the typical condition of equipment at their primary 'Ōlelo production facility as either *"Excellent"* or *"Good."* Clients who primarily used the Palolo/Kaimuki and Wai'anae CMC's gave especially high rankings to the condition of equipment.

  - A little less than two-thirds (62%) of the clients said that the quantity of the production equipment met their needs. When those who said that this fell short were asked what they needed, most often indicated were: *(1) camcorders with more advanced capability; (2) video editing systems with more advanced capability; (3) more neighborhood facility locations; (4) video editing systems; and (5) portable video editing systems.*

  - Nearly two-thirds (63%) of clients said that the technical quality of the equipment met their needs. When asked what they needed, most often indicated were: *(1) ability to "stream" 'Ōlelo programs on the internet; (2) video editing systems with more advanced capability; (3) better electronic graphics capability; (4) camcorders with more advanced capability; and (5) improvements to the facility space.*

  - The ability to present programming live from locations throughout O'ahu was widely supported by 'Ōlelo's clients: *62% said this was "Very Important" and another 30% said it was "Moderately Important."*

  - When asked to evaluate five of 'Ōlelo's production-related services, clients were very positive. Leading the way were *"Excellent"* or *"Good"* ratings by *92%* of the clients for *"Assistance to reserve production equipment needed to produce your program(s)"* and by 89% for *"Maintenance of the production equipment to keep it in good working condition." "Assistance to help find production crewmembers needed to produce your program(s)"* was the lowest rated service, but it still garnered *"Excellent"* or *"Good"* ratings by *76%* of the clients.

- Most clients (62%) are *"Very Satisfied"* with the number of programs they had produced to show on an 'Ōlelo channel during the last two years. Only 7% said they were "*Dissatisfied.*"

- When asked to evaluate five other services provided by 'Ōlelo, most clients again gave them *"Excellent"* or *"Good"* ratings, led by *"Introduction to the 'Ōlelo Community Television production facilities and services" (90%)* and *"Playback of programs on 'Ōlelo channels" (77%)*. Lowest-rated was *"Assistance in linking your organization with others that are doing similar work,"* with 58% saying this service was *"Excellent"* or *"Good."*

- When asked to provide open-ended comments about their perception of the "impact" of their programs on the viewing audience, *62%* of those who responded said that they had received some form of feedback from viewers, often reported to be positive and supportive of their efforts.

- About half of the clients said they had taken a production training class at an 'Ōlelo facility during the last two years. Of this group, *nearly all rated the overall quality as either "Excellent" (57%) or "Good" (36%).*

- *85%* of the clients indicated that the quality, variety and frequency of 'Ōlelo's training courses met their needs. *The most common concerns related to the schedule & frequency* and the *perceived shortcomings of the curriculum.*

- *85%* of the clients also said that they had a home computer that is used to access the Internet. When asked if they would be interested in taking an 'Ōlelo training course to help learn how to use the Internet (if it was offered), *40% said "Yes"* and *30% said "Maybe."*

- Nearly all of the clients said 'Ōlelo and its services are *"Very Important" (83%)* or *"Moderately Important" (15%)* to the community.

- 'Ōlelo's Current Clients -- Brainstorming Comments

  - The most frequently stated reasons why clients said they first got involved in using 'Ōlelo fell into two categories: (1) *supportive environment* and (2) *need for self-expression*.

- 'Ōlelo's services that were described as <u>most</u> helpful to them also fell into two categories: (1) *staff advice, coordination and assistance* and (2) *access to resources -- channels/equipment/facility.*

- 'Ōlelo's <u>least</u> helpful services were in these categories: (1) *facility/equipment shortcomings*; (2) *concerns about 'Ōlelo staff/board/policies*; and (3) *inadequate hours of operation.*

- Most suggested new services for 'Ōlelo to provide were in these categories: (1) *training*; (2) *resources -- channels/equipment/facility*; and (3) *coordination of volunteer activities.*

- Suggestions for new or improved equipment were in the categories of *special needs* (e.g., jib, Steadicam, underwater housing); *field production* (e.g., more camcorders and multi-camera systems); and *computer hardware & software.*

- <u>Individuals that had not used 'Ōlelo's Services -- Questionnaire Responses</u>

  - *58%* knew that community organizations can have programs about their services and activities appear on an 'Ōlelo channel.

  - Only *42%* knew that 'Ōlelo offers production training classes, and just *15%* of this group had taken an 'Ōlelo class.

  - When asked why they and their organizations had not produced a program to show on an 'Ōlelo channel, the most common responses were: (1) *we didn't know that we could do this;* (2) *we don't have the funds or resources to produce high quality TV programs;* and (3) *we need someone to produce TV programs for us.*

  - When asked why they and their organizations had not presented a program that was produced elsewhere to show on an 'Ōlelo channel, two-thirds *(67%)* of them said *"we didn't know that we could do this."*

  - The most common methods that these individuals said are used by their organizations to communicate with its members, constituents and the general public are *letters, newsletters and other materials via US Mail (79%)* and *flyers and posters placed on bulletin boards, etc. (60%).*

- The most common types of information they indicated that their organizations would like to share with its members, constituents and the general public are *general information about their organization (88%); opportunities for people to participate in their organization's activities (81%)* and *promotional information about an upcoming event (65%).*

- When asked to indicate would encourage them and their organizations to produce programs to show on an 'Ōlelo channel, *75%* said *"staff persons to help us produce programs"* and *60%* said *"staff persons to help us promote the programs when ready to show on an 'Ōlelo channel."*

- *89%* of these respondents had previously watched programs on any of the 'Ōlelo channels. Of this group, *80% had a positive overall opinion of the programming, and only 4% had a negative opinion.*

- *86%* of these respondents said they had a home computer connected to the Internet. When asked if they would be interested in taking an 'Ōlelo training course to help learn how to use the Internet (if it was offered), *74% said "Yes"* and *23% said "Maybe."*

- Nearly all of the clients said 'Ōlelo and its services are *"Very Important" (83%)* or *"Moderately Important" (15%)* to the community.

- All of the participants who had not previously used 'Ōlelo's services said that it is *"Very Important" (79%)* or *"Important" (21%)* to have cable TV channels that feature local public, educational and government programming.

- Nearly all of them said 'Ōlelo and its services are *"Very Important" (82%)* or *"Moderately Important" (16%)* to the community.

- When asked if they would be interested in hiring 'Ōlelo (if such a service was offered for a fee) to produce a program(s) for their organization to show on an 'Ōlelo channel, *39% said "Yes"* and *52% said "Maybe." Only 9% said "No."*

- Individuals that had not used 'Ōlelo's Services -- Brainstorming Comments

  - The primary issues that these participants said are facing their organizations fell heavily into two categories: (1) *marketing/promotion/communication* (42% of all responses) and (2) *education/training* (18% of all responses).

  - When asked to address the barriers to effectively communicating with clients, public, and other targeted constituents, their primary concerns related to: (1) *marketing/promotion/communication* and (2) *accessibility/affordability.*

  - When asked how their organizations could use PEG Access and 'Ōlelo to address some of their concerns, 70 programming ideas were mentioned. Included among them were:

    * *client success stories*
    * *event coverage*
    * *fundraising*
    * *graduation ceremonies*
    * *immigration issues*
    * *job recruitment*
    * *poetry slams for youth*
    * *preserving Hawaiian culture*
    * *PSAs*
    * *recruiting volunteers*

  - Suggestions for items or ways to make it easier to use 'Ōlelo were led by *staffing/equipment/facilities issues*, followed by similar numbers of comments relating to *training/education, communication/collaboration/partnerships, marketing/promotion* and *programming-related assistance*.

- Representatives of Government Agencies -- Questionnaire Responses

  - *89%* knew that local, state and federal government programming is shown on 'Ōlelo's VIEWS Channel 54.

  - Only *47%* knew that 'Ōlelo offers training classes on how to make programs that could be shown on Channel 54.

- The most common methods that these questionnaire respondents said are used by their agencies to communicate with its staff, elected officials, residents and visitors are *press releases to a variety of media outlets (89%); web site (89%), letters, newsletters and other materials via US Mail (84%)* and *flyers and posters placed on bulletin boards, etc. (74%).*

- The most common type of information they indicated that their agencies would like to share with its staff, elected officials, residents and visitors is *general information about their agency and its services (74%).*

- The ability to present programming <u>live</u> from locations throughout O'ahu was strongly supported by the government representatives*: 61% said this was "Very Important" and another 33% said it was "Moderately Important."*

- *82%* of these respondents had previously watched programs on Channel 54. The programs most often indicated as ones they had watched were *City Council sessions* and *Neighborhood Board meetings*.

- When asked how they find out about programs on Channel 54, the most common method indicated (by 54% of these respondents) was the *cable channel 12 listings,* with the *'Ōlelo website* a distant second choice. All but one of these respondents said they did not think that enough on-air promotion was provided to let them know what is on Channel 54.

- Asked to indicate their overall perception of programming on Channel 54, at least half of these respondents selected *appropriate for your interest level (79%), diverse content (64%) and relevant content (50%).*

- Less than half *(42%)* said they would use a computer to watch Channel 54 programming on the Internet if it was broadcast this way.

- Channel 54 program topics that these respondents most often indicated as ones they were "Very Interested" or "Interested" in seeing were:
  * *Local public safety information (94%)*
  * *Programs about services and activities of government agencies (89%)*
  * *Consumer protection programs (89%)*
  * *Programs about issues facing government (88%)*

- When the government representatives were asked, "Do you think VIEWS Channel 54 contributes to the quality of life in O'ahu?" *67% of them said "Yes,"* and indicated such ways as *freedom of expression; education of the public;* and *gets the community involved and active*.

- *39%* of the government representatives answered *"Yes"* when asked if 'Ōlelo has "improved the community's knowledge of your agency and its mission." When they were asked if "the programming on VIEWS Channel 54 enhanced your agency's mission, either formally or informally," *35%* said *"Yes."*

- Half of these respondents indicated that a competitive production grant process to encourage the creation of government programming to show on Channel 54 would be a valuable service, while the other half said that they didn't know.

- The following potential future services from 'Ōlelo were "Very Important" or "Important" to nearly all of these respondents, as shown below:
  * *Basic video production training (100%)*
  * *Airing of agency-created programs (100%)*
  * *Coverage of agency-sponsored events (94%)*
  * *Having video production equipment available at government locations (94%)*
  * *Intermediate video production training (94%)*
  * *Advanced video production training (88%)*

- <u>Representatives of Government Agencies -- Brainstorming Comments</u>

  - The primary issues that these participants said are facing government departments, agencies, boards, and commissions fell into two categories: (1) *marketing/education/communication* and (2) *finances/staffing concerns*.

  - When asked to address the barriers to effectively communicating with the public, clients, and other constituents, their foremost concerns related to: (1) *complexity of information to be communicated* and (2) *geographic, content-based, language, and cultural barriers*.

- When asked how their organizations could use PEG Access and 'Ōlelo to address some of the identified issues, 33 programming ideas were mentioned. Included among them were:
  * *the art and culture of Hawaii by Hawaiian artists*
  * *event coverage*
  * *Gallery Walk on first Friday – live from the State Art Museum*
  * *interview agency heads about agency*
  * *analysis of board meetings*
  * *PSAs*
  * *raise public awareness about pedestrian crosswalks*
  * *success stories*
  * *video versions of existing and future brochures and newsletters*

- Suggestions for items or ways to make it easier to use 'Ōlelo included *programming/production-related assistance* and *training/education/information*.

• Representatives of O'ahu Educational Institutions -- Questionnaire Responses

- *83%* knew that programs about O'ahu schools can be shown on an 'Ōlelo channel.

- *64%* knew that 'Ōlelo offers training classes on how to make programs that could be shown on an 'Ōlelo channel.

- The most common methods that these questionnaire respondents said are used by their school to communicate with its staff, students, parents and the community are *letters, newsletters and other materials via US Mail (91%); flyers and posters placed on bulletin boards, etc. (85%)* and *web site (77%).*

- The most common types of information they indicated that their school would like to share with its staff, students, parents and the community is *general information about their school (74%); promotional information about an upcoming school event (87%)* and *a report about or coverage of an event that was recently sponsored by their school (85%).*

- *57%* of these respondents had previously watched programs on Channels 55 or 56. The K-12 programs most often indicated as ones they had watched were *"Tech Talk" (43%), "School Connections" (36%), "KidPhysics" (32%)* and *"KidsScience" (25%).* The most often watched higher education programs were *"Math 115" (18%), "Music 106" (18%), "Accounting 201, 202" (14%)* and *"Science 122" (14%).*

- When asked how they find out about programs on Channels 55 or 56, the most common method indicated (by 49% of these respondents) was the *cable channel 12 listings. "Channel surfing"* was written in as a distant second choice. Only a few of these respondents said that enough on-air promotion was provided to let them know what is on Channels 55 or 56. *74%* indicated that more on-air promotion was needed.

- Asked to indicate their overall perception of programming on Channels 55 or 56, only two choices were selected by more than 30% of these respondents: *credible source of educational content (71%)* and *diverse content (68%).*

- Two-thirds *(66%)* said they would use a computer to watch Channels 55 or 56 programming on the Internet if it was broadcast this way.

- Programming topics that these respondents most often indicated as ones they were "Very Interested" or "Interested" in seeing on Channels 55 or 56 were:
  * *Programs created by students (98%)*
  * *School-specific programs (98%)*
  * *School events (95%)*
  * *Programs about schools (90%)*
  * *Student work (90%)*
  * *Life-long / non-credit education for adults (89%)*

- When these representatives of O'ahu educational institutions were asked, "Do you think educational TV contributes to the quality of life in O'ahu?" *88% of them said "Yes,"* and indicated such ways as *access to those in outlying areas; creating a more aware public; diverse points of view* and *helps to foster a school/home partnership.*

- Less than half *(46%)* of these respondents said *"Yes"* when asked if 'Ōlelo has "improved the community's knowledge of your organization and mission" and if "the programming on educational channels 55 or 56 enhanced your curriculum either formally or informally" *(30%).*

- A very large majority *(80%)* of these respondents indicated that a competitive educational program production grant process would be a valuable service.

- The following potential future services from 'Ōlelo were "Very Important" or "Important" to nearly all of these respondents:
  * *Airing of student-created programs (100%)*
  * *Basic video production training for students (98%)*
  * *Student internship opportunities (96%)*
  * *Basic video production training for teachers (94%)*
  * *Advanced video production training for students (94%)*
  * *Coverage of school-related events (94%)*
  * *Advanced video production training for teachers (92%)*
  * *Tours of 'Ōlelo's production facilities (92%)*

- <u>Representatives of O'ahu Educational Institutions -- Brainstorming Comments</u>

  - The primary issues that these participants said are facing teachers and educational institutions fell into four categories: (1) *curriculum/methodology/ regulations*; (2) *technology and media-related issues;* (3) *teacher/student/ community attitudes, interest & participation;* and (4) *funding/resources/staffing concerns.*

  - When asked to address the barriers to effectively communicating with parents, students, the public, and other constituents, their foremost concern related to *geographic, social, language, cultural and attitudinal barriers.* Other concerns often mentioned related to *inadequate skills / changing media environment; lack of awareness/interest/time; information overload;* and *funding, staff, resources and support needs.*

- When asked how their schools could use PEG Access and 'Ōlelo to address some of the identified issues, 37 programming ideas and 27 other ideas were mentioned. Included among the programming ideas were:
  * *announcement of school events*
  * *Board of Education meetings*
  * *event coverage (sports, arts, graduation, etc.)*
  * *how to read standard report card (multiple languages)*
  * *multicultural stories and music*
  * *parent training*
  * *programs about school activities*
  * *school plays*
  * *student forums*
  * *a welcome video to school in a variety of languages*

  Included among the other ideas were:
  * *build sense of worth and self esteem for students and school community*
  * *excursions/fieldtrips*
  * *linking media students and NPOs who need help creating programs*
  * *matching school needs with donors*
  * *`Ōlelo to go to school to work with students*
  * *ongoing information to schools about `Ōlelo service*
  * *opportunity for students to network with students from other schools*
  * *use media to help and understand specials needs of students*

- Suggestions for items or ways to make it easier to use 'Ōlelo included *training/education/information* (including multiple requests for *`Ōlelo to offer outside training at schools for students and teachers*), *equipment-related comments* and *cable system improvements* (including multiple requests for *cable to be made available in classrooms* and *video on demand*).

- When asked about the types of services they would like to receive from 'Ōlelo, most suggested services were in these categories: (1) *outreach/promotion/ information*; (2) *programming/production-related assistance*; and (3) *training-related assistance*.

III. CONCLUSIONS AND RECOMMENDATIONS

Overall, the consultant concludes that ʻŌlelo is very highly regarded by its constituents. The needs assessment participants indicated that ʻŌlelo is well-managed and provides important services for O'ahu residents, community groups, and institutions. High percentages gave very positive ratings to items like the *importance of ʻŌlelo's services to the community* and their *overall opinion of the programming that appears on ʻŌlelo's channels.*

In addition, impressive majorities of ʻŌlelo's current clients expressed a high level of satisfaction with the *availability and typical condition of ʻŌlelo's production equipment; ʻŌlelo's training, production-related, and other services; and the number of programs they had produced for presentation on one of the channels.* Clients also reported favorably about the *"impact"* of their programs.

A number of the observations, responses to questions, and concerns raised by the participants during this needs assessment indicated that ʻŌlelo should seriously consider developing the following services and activities in the future:

RECOMMENDATION #1 -- MORE OUTREACH TO CONSTITUENTS

A good deal of evidence was obtained from the needs assessment that supports the recommendation that more outreach by ʻŌlelo is needed. Many potential users are under-informed with respect to ʻŌlelo's core services like programming and training opportunities. A concerted effort is needed to get this information to these individuals (and their organizations and agencies). The best methods to use in such an effort will be a real challenge to ʻŌlelo.

The responses by representatives of local nonprofit organizations, government agencies and educational institutions to our question about the methods that *they* use to communicate with their constituents and the greater community reveals a heavy reliance on "old" media. Very high percentages of them use press releases, letters, newsletters, and flyers and posters on bulletin boards, while low percentages use mass/bulk email. Therefore, *ʻŌlelo should take this into account as it devises methods for an outreach campaign.*

'Ōlelo should consider creating targeted brochures to be mailed to O'ahu nonprofit organizations, government agencies and educational institutions. These brochures should: (1) help educate these constituents regarding the 'Ōlelo's services; (2) illustrate how 'Ōlelo's resources can be used by featuring programming ideas that were suggested by participants of this needs assessment; and (3) relate to the types of communication needs indicated by the focus group participants in each of these constituent categories. After the brochures have been mailed, a follow-up effort should be made to contact these entities to see if they have any questions, would like to schedule an appointment to discuss their options, etc.

Other outreach methods should also be considered, but 'Ōlelo must keep in mind that many of their constituents do not employ more modern techniques at this time.

RECOMMENDATION #2 -- MORE PROMOTION OF 'ŌLELO PROGRAMMING

Many individuals in 'Ōlelo's pool of potential users don't know how to find information about upcoming program playback schedules. With hundreds of channels on modern cable systems, it is very difficult to cut through the clutter to make yourself known. But there are a number of methods and opportunities that should not be overlooked:

1. Provide program schedule information for inclusion on Time Warner's electronic program guide. Next to "channel surfing," this is one of the more popular ways that viewers determine "what's on" in real time.

2. Encourage the daily, weekly and other newspapers to include 'Ōlelo program schedules in their TV listings. An 'Ōlelo staff member could send weekly news releases that highlight programs that may be of interest for publication of a sidebar or human interest story.

3. Use breaks between programs on 'Ōlelo channels to insert brief promotional videos about upcoming programs. Strongly encourage program producers to create 30-second promos about their just-finished programs, and show them as often as possible.

4. Persuade Time Warner to run 'Ōlelo promos during times within the schedules of satellite-delivered services. If Time Warner refuses to run the promos as a public service, consider budgeting funds to purchase time during appropriate programming services.

5. Keep the programming schedule information updated on ʻŌlelo's web site, and display frequent references to the site's URL during breaks on each channel's programming.

6. Deliver weekly email "broadcasts" of news releases and program schedules to O'ahu newspapers, broadcasters and other outlets. Send these bulk emails to nonprofit groups, government agencies, libraries, educational institutions and other entities.

RECOMMENDATION #3 -- DEVELOP LIVE REMOTE CAPABILITY

Nearly all ʻŌlelo clients and representatives of government agencies said that the ability to present programming live from locations throughout O'ahu was *"Very Important"* or *"Moderately Important."* Nearly half of those who had not used ʻŌlelo's services said that this capability would encourage them to produce programs to show on an ʻŌlelo channel.

If Time Warner's infrastructure can support live origination from remote locations, ʻŌlelo already has the equipment to make this activity not too difficult to accomplish. ʻŌlelo's Sony AnyCast system supports many multi-camera field production functions. Early field reports are very positive for this unit when used in the field for live productions.

A pilot project should be attempted that includes live telecasts from various O'ahu locations. If successful, adding this option for ʻŌlelo's constituents would be highly desirable.

RECOMMENDATION #4 -- TRAINING COURSE(S) ON USE OF THE INTERNET

Very large majorities of ʻŌlelo's clients and those who had not used ʻŌlelo's services said they were interested in taking an ʻŌlelo training course to help learn how to use the Internet. Therefore, it may be worthwhile for ʻŌlelo to offer such training. A side benefit would be the chance to teach participants how to use Internet features like mass/bulk email, an ability that would make it much easier for ʻŌlelo to reach out to these constituents.

RECOMMENDATION #5 -- COMPETITIVE GRANT PROCESS

Significant percentages of the representatives of government agencies and educational institutions said that a competitive production grant process to encourage the creation of government and educational programming to show on 'Ōlelo's channels would be valuable. Therefore, 'Ōlelo should work with representatives of these entities to develop and implement such a process.

RECOMMENDATION #6 -- STAFF FOR HIRE TO PRODUCE PROGRAMS

Of the needs assessment participants that had not used 'Ōlelo's services, the most often mentioned item that would encourage them to produce programs to show on an 'Ōlelo channel was "*staff persons to help us produce programs.*" Significant percentages of them also expressed an interest in hiring 'Ōlelo (if such a service was offered for a fee) to produce programs for their organization. Given the level of interest in this concept, further investigation and possible implementation is clearly worth considering.

SUMMARY ANALYSIS OF ACTIVITIES AND RESEARCH

REGARDING

`ŌLELO COMMUNITY TELEVISION

DRAFT

August 15, 2008

Presented by

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SUMMARY ANALYSIS OF ACTIVITIES AND RESEARCH REGARDING `ŌLELO COMMUNITY TELEVISION

I. INTRODUCTION

'Ōlelo Community Television ('Ōlelo) is an independent nonprofit organization that has managed public, educational and government access resources and programming in O'ahu since 1989. The Buske Group was retained by 'Ōlelo to analyze various research efforts that have been conducted on its behalf, and evaluate the activity reports that it has prepared in recent years. This report presents our summary analysis of many documents that were provided by 'Ōlelo, including:

- 'Ōlelo's 2008 "Report to the Community";
- 'Ōlelo's 2007 Year-End Activity Report (and Executive Summary);
- 'Ōlelo's 2006 Year-End Activity Report (and Executive Summary);
- 'Ōlelo's 2005 Year-End Activity Report (and Executive Summary);
- 'Ōlelo's 2004 Year-End Activity Report (and Executive Summary);
- 'Ōlelo's 2004 Year-End Activity Report (and Executive Summary);
- A July 2008 report entitled "*Community Forum Comments: June 30 - July 2, 2008*";
- An August 2007 report prepared for 'Ōlelo by Ward Research, Inc. entitled "*Interest in 'Ōlelo Training Facilities -- A Telephone Study among Residents of Waialua, Wahiawa, Waipahu, Waianae, Kahuku, East Honolulu, Kalihi, and Palolo Valley*";
- A November 2006 report prepared for 'Ōlelo by Ward Research, Inc. entitled "*Tracking Viewership of and Interest in Community Access Channels: Addition of FOCUS 49*";
- A January 2006 report prepared for 'Ōlelo by Ward Research, Inc. entitled "*Tracking Viewership of and Interest in Community Access Channels: WAVE VI*";
- A February 2004 report prepared for 'Ōlelo by Ward Research, Inc. entitled "*Interest in 'Ōlelo Training Facilities -- A Telephone Study among Residents of Kailua, Kaneohe, Waialua, Waipahu, Wahiawa, Kalihi, and Palolo Valley*"; and
- A February 2006 report prepared for 'Ōlelo by The Buske Group entitled "*Needs Assessment for 'Ōlelo Community Television*".

II. SUMMARY ANALYSIS OF 'ŌLELO ACTIVITIES

'Ōlelo has experienced steady and significant growth in the use of its six community media centers (CMCs) by the public to create original programming for presentation on six cable channels of the Oceanic system in O'ahu. 'Ōlelo's resources are used by a wide variety of O'ahu nonprofit organizations, government agencies and officials, educators, middle and high school students, seniors, ministers, community activists and residents.

'Ōlelo has also established a number of community-building projects, including:

- Youth Xchange, an issues-oriented statewide video competition for K-12 students. This annual competition received over 300 entries in 2007, and awards were given in 10 categories.
- Capitol Commentary, and open-mic activity at the State Capitol during the legislative session, giving community residents and legislators an opportunity to share their views with each other. Now in its 10th year, Capitol Commentary achieved the participation of 83% of the legislators, and yielded 21 programs for telecast on VIEWS, 'Ōlelo's channel 54. There is also a "Youth Capitol Commentary" component, which involved 50 students in 2007.
- Executive Productions, which addresses the ever-present problem faced by PEG Access centers throughout the United States -- connecting people who have video production skills with community groups that request coverage of an upcoming event. 'Ōlelo staff links these parties regularly, which resulted in almost 100 Executive Production programs in 2007 (127 hours of programming).
- VOTE!, which provides candidates a forum to address issues, including roundtable discussions with community leaders and debates (during election years).
- O'ahu Speaks, an open mic service for residents to discuss time-sensitive community issues and announce upcoming events.
- Giving Aloha, which provides 30-minute studio discussion programs for nonprofit organizations to discuss their services and needs, with crew members provided by 'Ōlelo.
- Island Info, 'Ōlelo's video bulletin board service to display messages from nonprofit groups about upcoming events and other activities, volunteer opportunities, etc.
- 'ŌleloNet, an Internet video on demand service for viewers to watch locally produced 'Ōlelo programs at any time, through 'Ōlelo's website.

Annual data summaries compiled by ʻŌlelo regarding its activities in the areas of training, use of facilities, and the presentation of original programming reveal that many O'ahu residents and organizations are involved in the process of creating community media programs on the island. On average, *over eight hundred* individuals complete an ʻŌlelo training course each year. The number of hours that ʻŌlelo's various equipment packages are used each year are truly impressive. As illustrated in the chart below, in 2007 the studios and mini studios were used about 4,000 hours; video editing systems were used for almost 40,000 hours; and ʻŌlelo's three levels of field production systems (camcorders) were in use for nearly 150,000 hours.

2007 ʻŌLELO EQUIPMENT USAGE FIGURES	
Studios	**2,395 hours**
Mini Studios	**1,551 hours**
Non-Linear Editing Systems	**35,030 hours**
Linear Editing Systems	**4,321 hours**
PD-170 Camcorders	**124,752 hours**
DSR-390 Camcorders	**8,985 hours**
Consumer Camcorders	**14,693 hours**
Feather Packs	**7,653 hours**
EFP Van	**345 hours**

As a result of ʻŌlelo's training and production facilitation services, impressive original programming totals (and annual increases in those totals) have been achieved. In 2007, ʻŌlelo achieved its highest total to date for the total amount of first-run public and government programming: 5,639 hours. This figure represented a 15% increase over the previous year, and a 44% increase as compared to 2004. This chart page displays ʻŌlelo's annual original programming totals for the past four years.

ʻŌLELO ORIGINAL PROGRAMMING TOTALS	
2007	**5,639 hours**
2006	**4,913 hours**
2005	**4,483 hours**
2004	**3,920 hours**

III. SUMMARY ANALYSIS OF TELEPHONE SURVEYS

During the past decade, 'Ōlelo has commissioned a number of telephone surveys of O`ahu residents and cable subscribers to help ascertain community interest in 'Ōlelo's services, and the viewership and perceived value of PEG Access programming. Each of the surveys were conducted by Ward Research, Incorporated.

Two telephone surveys have been conducted in the past year. The results of these surveys reveal a number of all-time high percentages of respondents that indicated interest in and viewership of PEG Access programs:

- The percentage of survey respondents that said they had watched the 'Ōlelo PEG Access channels increased substantially, from about 40% in telephone surveys conducted in 2000, 2004 and 2006 to *61% in 2008.*
- When asked to indicate how valuable PEG Access programs are, an average of about 80% of the cable subscribers in the 2000, 2004 and 2006 telephone surveys said they are "very" or "somewhat" valuable. *This percentage increased to 88% in the 2008 telephone survey.*
- In an August 2007 survey, *at least three-fourths* of the cable viewers from East Honolulu (75%), Kalihi (77%), Waipahu (77%) and Wahiawa (83%) said that a PEG Access training facility would be a "very" or "somewhat" valuable addition to their community.
- In an August 2007 survey, nearly half of the respondents from Kalihi (48%), Wahiawa (46%) and Waipahu (45%) said that they would be "very" or "somewhat" likely to sign up for training in video production at an 'Ōlelo satellite facility if one was located in their community.
- In an April 2008 survey, high percentages of the respondents that subscribe to cable indicated that they were "very" or "somewhat" interested in the following types of community programming that are offered frequently on the 'Ōlelo PEG Access channels:
  - Current issues (76%)
  - Educational or instructional (70%)
  - Cultural (68%)
  - Arts and performance (65%)
  - Sports (62%)
  - Election information (61%)

IV. SUMMARY ANALYSIS OF 2005 NEEDS ASSESSMENT REPORT

In November-December 2005, The Buske Group conducted a needs assessment that included opportunities for a large number and wide variety of groups and individuals to provide input regarding their perception of the services and resources offered by 'Ōlelo to O'ahu residents, community groups, and institutions. This needs assessment included 15 focus group and brainstorming sessions with: (1) current 'Ōlelo clients; (2) nonprofit groups and individuals that had not used 'Ōlelo's services; (3) representatives of city, state and federal government; and (4) private and public school teachers, media instructors, school principals and superintendents. A total of 157 people attended the focus group sessions.

Following are the major findings of that needs assessment:

- 'Ōlelo's Current Clients
  - Almost unanimously, clients stated that equipment is *"Always Available" (73%) or "Sometimes Available" (26%)* at their primary 'Ōlelo production facility.
  - Another very high proportion *(92%)* described the typical condition of equipment at their primary 'Ōlelo production facility as either *"Excellent"* or *"Good."* Clients who primarily used the Palolo/Kaimuki and Wai'anae CMC's gave especially high rankings to the condition of equipment.
  - A little less than two-thirds (62%) of the clients said that the quantity of the production equipment met their needs. When those who said that this fell short were asked what they needed, most often indicated were: *(1) camcorders with more advanced capability; (2) video editing systems with more advanced capability; (3) more neighborhood facility locations; (4) video editing systems; and (5) portable video editing systems.*
  - Nearly two-thirds (63%) of clients said that the technical quality of the equipment met their needs. When asked what they needed, most often indicated were: *(1) ability to "stream" 'Ōlelo programs on the internet; (2) video editing systems with more advanced capability; (3) better electronic graphics capability; (4) camcorders with more advanced capability; and (5) improvements to the facility space.*

- The ability to present programming live from locations throughout O'ahu was widely supported by 'Ōlelo's clients: *62% said this was "Very Important" and another 30% said it was "Moderately Important."*

- When asked to evaluate five of 'Ōlelo's production-related services, clients were very positive. Leading the way were *"Excellent"* or *"Good"* ratings by *92%* of the clients for *"Assistance to reserve production equipment needed to produce your program(s)"* and by 89% for *"Maintenance of the production equipment to keep it in good working condition." "Assistance to help find production crewmembers needed to produce your program(s)"* was the lowest rated service, but it still garnered *"Excellent"* or *"Good"* ratings by *76%* of the clients.

- Most clients (62%) are *"Very Satisfied"* with the number of programs they had produced to show on an 'Ōlelo channel during the last two years. Only 7% said they were "*Dissatisfied.*"

- When asked to evaluate five other services provided by 'Ōlelo, most clients again gave them *"Excellent"* or *"Good"* ratings, led by *"Introduction to the 'Ōlelo Community Television production facilities and services" (90%)* and *"Playback of programs on 'Ōlelo channels"* (*77%*). Lowest-rated was *"Assistance in linking your organization with others that are doing similar work,"* with 58% saying this service was *"Excellent"* or *"Good."*

- When asked to provide open-ended comments about their perception of the "impact" of their programs on the viewing audience, *62%* of those who responded said that they had received some form of feedback from viewers, often reported to be positive and supportive of their efforts.

- About half of the clients said they had taken a production training class at an 'Ōlelo facility during the last two years. Of this group, *nearly all rated the overall quality as either "Excellent" (57%) or "Good" (36%).*

- *85%* of the clients indicated that the quality, variety and frequency of 'Ōlelo's training courses met their needs. *The most common concerns related to the schedule & frequency* and the *perceived shortcomings of the curriculum.*

- Nearly all of the clients said 'Ōlelo and its services are *"Very Important" (83%)* or *"Moderately Important" (15%)* to the community.

- The most frequently stated reasons why clients said they first got involved in using 'Ōlelo fell into two categories: (1) *supportive environment* and (2) *need for self-expression.*
- Most suggested new services for 'Ōlelo to provide were in these categories: (1) *training*; (2) *resources -- channels/equipment/facility*; and (3) *coordination of volunteer activities.*
- Suggestions for new or improved equipment were in the categories of *special needs* (e.g., jib, Steadicam, underwater housing); *field production* (e.g., more camcorders and multi-camera systems); and *computer hardware & software.*

• Individuals that had not used 'Ōlelo's Services

- *58%* knew that community organizations can have programs about their services and activities appear on an 'Ōlelo channel.
- Only *42%* knew that 'Ōlelo offers production training classes, and just *15%* of this group had taken an 'Ōlelo class.
- When asked why they and their organizations had not produced a program to show on an 'Ōlelo channel, the most common responses were: (1) *we didn't know that we could do this;* (2) *we don't have the funds or resources to produce high quality TV programs;* and (3) *we need someone to produce TV programs for us.*
- When asked why they and their organizations had not presented a program that was produced elsewhere to show on an 'Ōlelo channel, two-thirds *(67%)* of them said *"we didn't know that we could do this."*
- The most common types of information they indicated that their organizations would like to share with its members, constituents and the general public are *general information about their organization (88%); opportunities for people to participate in their organization's activities (81%)* and *promotional information about an upcoming event (65%).*
- When asked to indicate what would encourage them and their organizations to produce programs to show on an 'Ōlelo channel, *75%* said *"staff persons to help us produce programs"* and *60%* said *"staff persons to help us promote the programs when ready to show on an 'Ōlelo channel."*

- *89%* of these respondents had previously watched programs on any of the ʻŌlelo channels. Of this group, *80% had a positive overall opinion of the programming, and only 4% had a negative opinion.*
- All of the participants who had not previously used ʻŌlelo's services said that it is *"Very Important" (79%)* or *"Important" (21%)* to have cable TV channels that feature local public, educational and government programming.
- Nearly all of them said ʻŌlelo and its services are *"Very Important" (82%)* or *"Moderately Important" (16%)* to the community.
- The primary issues that these participants said are facing their organizations fell heavily into two categories: (1) *marketing/promotion/communication* (42% of all responses) and (2) *education/training* (18% of all responses).
- When asked to address the barriers to effectively communicating with clients, public, and other targeted constituents, their primary concerns related to: (1) *marketing/promotion/communication* and (2) *accessibility/affordability*.
- When asked how their organizations could use PEG Access and ʻŌlelo to address their concerns, 70 programming ideas were mentioned. Included among them were:
  * *client success stories*
  * *event coverage*
  * *fundraising*
  * *graduation ceremonies*
  * *immigration issues*
  * *job recruitment*
  * *poetry slams for youth*
  * *preserving Hawaiian culture*
  * *PSAs*
  * *recruiting volunteers*
- Suggestions for items or ways to make it easier to use ʻŌlelo were led by *staffing/equipment/facilities issues*, followed by similar numbers of comments relating to *training/education, communication/collaboration/partnerships, marketing/promotion* and *programming-related assistance.*

- Representatives of Government Agencies
  - *89%* knew that local, state and federal government programming is shown on 'Ōlelo's VIEWS Channel 54.
  - Only *47%* knew that 'Ōlelo offers training classes on how to make programs that could be shown on Channel 54.
  - The most common type of information they indicated that their agencies would like to share with their staff, elected officials, residents and visitors is *general information about their agency and its services (74%).*
  - The ability to present programming live from locations throughout O'ahu was strongly supported by the government representatives: *61% said this was "Very Important" and another 33% said it was "Moderately Important."*
  - *82%* of these respondents had previously watched programs on Channel 54. The programs most often indicated as ones they had watched were *City Council sessions* and *Neighborhood Board meetings.*
  - When asked how they find out about programs on Channel 54, the most common method indicated (by 54% of these respondents) was the *cable channel 12 listings,* with the *'Ōlelo website* a distant second choice. All but one of these respondents said they did not think that enough on-air promotion was provided to let them know what is on Channel 54.
  - Asked to indicate their overall perception of programming on Channel 54, at least half of these respondents selected *appropriate for your interest level (79%), diverse content (64%) and relevant content (50%).*
  - Channel 54 program topics that these respondents most often indicated as ones they were "Very Interested" or "Interested" in seeing were:
    * *Local public safety information (94%)*
    * *Programs about services and activities of government agencies (89%)*
    * *Consumer protection programs (89%)*
    * *Programs about issues facing government (88%)*
  - When the government representatives were asked, "Do you think VIEWS Channel 54 contributes to the quality of life in O'ahu?" *67% of them said "Yes,"* and indicated such ways as *freedom of expression; education of the public;* and *gets the community involved and active.*

- *39%* of the government representatives answered *"Yes"* when asked if 'Ōlelo has "improved the community's knowledge of your agency and its mission." When they were asked if "the programming on VIEWS Channel 54 enhanced your agency's mission, either formally or informally," *35%* said *"Yes."*
- The following potential future services from 'Ōlelo were "Very Important" or "Important" to nearly all of these respondents:
  * *Basic video production training (100%)*
  * *Airing of agency-created programs (100%)*
  * *Coverage of agency-sponsored events (94%)*
  * *Having video production equipment available at government locations (94%)*
  * *Intermediate video production training (94%)*
  * *Advanced video production training (88%)*
- The primary issues that these participants said are facing government departments, agencies, boards, and commissions fell into two categories: (1) *marketing/education/communication* and (2) *finances/staffing concerns.*
- When asked to address the barriers to effectively communicating with the public, clients, and other constituents, their foremost concerns related to: (1) *complexity of information to be communicated* and (2) *geographic, content-based, language, and cultural barriers.*
- When asked how their organizations could use PEG Access and 'Ōlelo to address their concerns, 33 programming ideas were mentioned. Included among them were:
  * *the art and culture of Hawaii by Hawaiian artists*
  * *event coverage*
  * *Gallery Walk on first Friday – live from the State Art Museum*
  * *interview agency heads about agency*
  * *analysis of board meetings*
  * *PSAs*
  * *success stories*
  * *video versions of existing and future brochures and newsletters*
- Suggestions for items or ways to make it easier to use 'Ōlelo included *programming/production-related assistance* and *training/education/information.*

- Representatives of O'ahu Educational Institutions
  - *83%* knew that programs about O'ahu schools can be shown on an 'Ōlelo channel.
  - *64%* knew that 'Ōlelo offers training classes on how to make programs that could be shown on an 'Ōlelo channel.
  - The most common types of information they indicated that their schools would like to share with their staff, students, parents and the community is *general information about their school (74%); promotional information about an upcoming school event (87%)* and *a report about or coverage of an event that was recently sponsored by their school (85%).*
  - *57%* of these respondents had previously watched programs on Channels 55 or 56. The K-12 programs most often indicated as ones they had watched were *"Tech Talk" (43%), "School Connections" (36%), "KidPhysics" (32%)* and *"KidsScience" (25%).* The most often watched higher education programs were *"Math 115" (18%), "Music 106" (18%), "Accounting 201, 202" (14%)* and *"Science 122" (14%).*
  - When asked how they find out about programs on Channels 55 or 56, the most common method indicated (by 49% of these respondents) was the *cable channel 12 listings. "Channel surfing"* was written in as a distant second choice. Only a few of these respondents said that enough on-air promotion was provided to let them know what is on Channels 55 or 56. *74%* indicated that more on-air promotion was needed.
  - Asked to indicate their overall perception of programming on Channels 55 or 56, only two choices were selected by more than 30% of these respondents: *credible source of educational content (71%)* and *diverse content (68%).*
  - Programming topics that these respondents most often indicated as ones they were "Very Interested" or "Interested" in seeing on Channels 55 or 56 were:
    * *Programs created by students (98%)*
    * *School-specific programs (98%)*
    * *School events (95%)*
    * *Programs about schools (90%)*
    * *Student work (90%)*
    * *Life-long / non-credit education for adults (89%)*

- When these representatives of O'ahu educational institutions were asked, "Do you think educational TV contributes to the quality of life in O'ahu?" *88% of them said "Yes,"* and indicated such ways as *access to those in outlying areas; creating a more aware public; diverse points of view* and *helps to foster a school/home partnership.*

- Less than half *(46%)* of these respondents said *"Yes"* when asked if 'Ōlelo has "improved the community's knowledge of your organization and mission" and if "the programming on educational channels 55 or 56 enhanced your curriculum either formally or informally" *(30%).*

- The following potential future services from 'Ōlelo were "Very Important" or "Important" to nearly all of these respondents:
  * *Airing of student-created programs (100%)*
  * *Basic video production training for students (98%)*
  * *Student internship opportunities (96%)*
  * *Basic video production training for teachers (94%)*
  * *Advanced video production training for students (94%)*
  * *Coverage of school-related events (94%)*
  * *Advanced video production training for teachers (92%)*
  * *Tours of 'Ōlelo's production facilities (92%)*

- When asked to address the barriers to effectively communicating with parents, students, the public, and other constituents, their foremost concern related to *geographic, social, language, cultural and attitudinal barriers.* Other concerns often mentioned related to *inadequate skills / changing media environment; lack of awareness/interest/time; information overload;* and *funding, staff, resources and support needs.*

- When asked how their schools could use PEG Access and 'Ōlelo to address their concerns, 37 ideas were mentioned. Included among them were:
  * *announcement of school events*
  * *Board of Education meetings*
  * *event coverage (sports, arts, graduation, etc.)*
  * *how to read standard report card (multiple languages)*
  * *multicultural stories and music*
  * *parent training*

* *programs about school activities*
* *school plays*
* *student forums*
* *a welcome to school video in a variety of languages*
* *build sense of worth and self esteem for students and school community*
* *excursions/fieldtrips*
* *linking media students and NPOs who need help creating programs*
* *matching school needs with donors*
* *`Ōlelo to go to school to work with students*
* *ongoing information to schools about `Ōlelo service*
* *opportunity for students to network with students from other schools*
* *use media to help and understand specials needs of students*

- Suggestions for items or ways to make it easier to use 'Ōlelo included *training/education/information* (including multiple requests for *`Ōlelo to offer outside training at schools for students and teachers*), *equipment-related comments* and *cable system improvements* (including multiple requests for *cable to be made available in classrooms* and *video on demand*).

- When asked about the types of services they would like to receive from 'Ōlelo, the most suggested services were in these categories: (1) *outreach/promotion/ information*; (2) *programming/production-related assistance*; and (3) *training-related assistance.*

V. SUMMARY ANALYSIS OF 2008 COMMUNITY FORUMS

On June 30 - July 2, 2008, 'Ōlelo hosted a series of community forums with members of the public, educators and policymakers. Participants suggested many PEG-related community benefits to be included in the new franchise, which can be grouped into four basic categories:

1. Channel Capacity/Spectrum for PEG Access
   - PEG channels should be located with local broadcast channels in the lowest tier. Channel numbers for all local channels should be between 2 and 20, if possible.
   - More bandwidth should be dedicated to PEG access to ensure that they can use current and future technology.
   - State-wide channels or channels for State government programs and other programs shared from all PEG access centers in the State, like youth programming, etc.
   - Video on demand should be available at no cost for PEG programs.
   - Increase the number of channels dedicated to PEG programming.
   - Equal presentation on digital and analog guide.

2. Technical Improvements
   - Increase the ability to go live from multiple points around the island, especially from community media centers and other key locations where the community gathers.
   - Provide the ability for state-wide video teleconferencing and for live interactive testimony during government meetings. Ability to video conference from Hawaii to other video conferencing centers that could also be used for family members to talk to members in service or prisons on mainland. Community media centers could serve as local hubs for this process.
   - Provide free Internet access at every community media center, with enough storage and bandwidth to support multiple services.
   - Ensure that PEGs are provided with HDTV equipment and the capability to transmit HD programming.

- Expand the I-Net for use as a distance education tool for prisons.
- Provide the capability to embed info/data into access programs so that new technologies can be supported (like remote voting).
- Provide the technical resources for closed captioning of programs in various languages.
- Promote inter-Island cooperation and provide connections that allow PEG programs to be exchanged over a state-wide fiber network.
- Transmission of programs via the most current technology regardless of program origin.
- Ability for producers to upload programs from home.
- Satellite transmission.

3. Facilities and Equipment Support

- Provide resources to obtain and/or renovate facilities in each community that are large enough to handle increasing community use and are expanded and updated throughout the term of the franchise.
- Provide resources to support Internet archiving of all PEG programs on a long-term basis.
- Ensure that enough equipment is available to fulfill needs in each community.
- Ensure that PEG equipment keeps pace with changes in technology.
- Fund the replacement of aging equipment throughout term of the franchise.
- Provide remote production vans for each community media center.
- Provide a satellite van for mobile live shoots.
- Support a mobile studio.
- Video teleconferencing.
- Equip a music recording studio to create music for programs.
- Underwater equipment.
- Server-based editing (large server capacity).
- Equip a mobile learning center/media access lab.

4. PEG Services Support

- Provide support for local media centers located in every O`ahu school complex.
- Increase funding for services such as Summer Media Programs and Youth XChange.
- PEG to provide job training opportunities for youth.
- More support for community outreach and capacity building efforts.
- More copyright-cleared music and B-roll footage at no cost for community producers.
- Community radio station.
- Assistive technology and trained staff to help those with disabilities.
- Connect and share resources between existing PEG providers and UH.
- Collaboration with nonprofit organizations to document and share resources.
- Provide resources for virtual and live forums.
- Provide resources to support English as a Second Language programs and services at all PEG facilities.
- Support programs that assist small businesses.
- Provide more services and tools that are targeted toward senior citizens.
- Expand community training to include video production, media literacy, culture, etc.
- More support for multiple language programs including on-screen translations (open captioning).
- Provide grant funds for community producers that are administered by the PEG provider.
- Provide resources so that the PEG provider can more fully function as part of the Emergency Broadcast Network.
- Expand mentoring program.
- Provide free advertising/promotions for PEG services and programming.
- Specific listings in channel guides.
- Expanded training staff for a low student/teacher ratio.

VI. CONCLUSIONS

Feedback from the telephone survey respondents and the needs assessment and community forums participants indicates that ʻŌlelo is highly-regarded, well-managed and provides important services for O'ahu residents, community groups, and institutions. Impressive majorities of ʻŌlelo's clients have a high level of satisfaction with the *availability and typical condition of ʻŌlelo's production equipment; ʻŌlelo's training, production-related, and other services; and the number of programs they had produced for presentation on one of the channels.* Clients also reported favorably about the *"impact"* of their programs.

A number of the observations, responses to questions, and concerns raised by needs assessment participants and telephone survey respondents indicate that ʻŌlelo requires additional resources to enable it to develop the following services and activities in the future:

RECOMMENDATION #1 -- MORE OUTREACH TO CONSTITUENTS

Many potential users are under-informed with respect to ʻŌlelo's core services like programming and training opportunities. A concerted effort is needed to get this information to these individuals (and their organizations and agencies). The best methods to use in such an effort will be a real challenge to ʻŌlelo.

Representatives of local nonprofit organizations, government agencies and educational institutions indicated a heavy reliance on "old" media to communicate with their constituents and the greater community. Very high percentages of them use press releases, letters, newsletters, and flyers and posters on bulletin boards, while low percentages use mass/bulk email. *ʻŌlelo should take this into account as it devises methods for an outreach campaign.*

RECOMMENDATION #2 -- MORE PROMOTION OF ʻŌLELO PROGRAMMING

Many individuals in ʻŌlelo's pool of potential users don't know how to find information about upcoming program playback schedules. With hundreds of channels on modern cable systems, it is very difficult to cut through the clutter to make yourself known. But there are a number of methods and opportunities that should not be overlooked:

1. Provide program schedule information for inclusion on all of the Oceanic electronic program guides (analog and digital versions). Next to "channel surfing," this is one of the more popular ways that viewers determine "what's on" in real time. Therefore, guaranteed access for 'Ōlelo channels to the Oceanic electronic program guides should be an important goal of the franchise renewal process.

2. Encourage the daily, weekly and other newspapers to include 'Ōlelo program schedules in their TV listings. Additional funding may be required to ensure that an 'Ōlelo staff member could be assigned the task of preparing and sending weekly news releases that highlight programs that may be of interest for publication of a sidebar or human interest story.

3. Use breaks between programs on 'Ōlelo channels to insert brief promotional videos about upcoming programs. Strongly encourage program producers to create 30-second promos about their just-finished programs, and show them as often as possible.

4. Oceanic should be required to run promotional spots about 'Ōlelo's programming and services during local available times within the schedules of satellite-delivered channels.

5. Oceanic should also be required to provide free periodic (e.g., quarterly) inclusion of promotional and informational items about 'Ōlelo's programming and services in cable subscriber bills.

6. Keep the programming schedule information updated on 'Ōlelo's web site, and display frequent references to the site's URL during breaks on each channel's programming.

7. Deliver weekly email "broadcasts" of news releases and program schedules to O'ahu newspapers, broadcasters and other outlets. Send these bulk emails to nonprofit groups, government agencies, libraries, educational institutions and other entities.

RECOMMENDATION #3 -- DEVELOP LIVE REMOTE CAPABILITY

Nearly all 'Ōlelo clients and representatives of government agencies said that the ability to present programming live from locations throughout O'ahu was *"Very Important"* or *"Moderately Important."*

A pilot project should be set up to include live telecasts from various O'ahu locations. Live remote programming capability would be highly desirable goal of the franchise renewal process.

RECOMMENDATION #4 -- STAFF FOR HIRE TO PRODUCE PROGRAMS

Of the needs assessment participants that had not used 'Ōlelo's services, the most often mentioned item that would encourage them to produce programs to show on an 'Ōlelo channel was "*staff persons to help us produce programs.*" Significant percentages of them also expressed an interest in hiring 'Ōlelo (if such a service was offered for a fee) to produce programs for their organization. Given the level of interest in this concept, it deserves serious consideration and if implemented, additional funding may be required to initiate such a service.

RECOMMENDATION #5 -- ADDITIONAL VIDEO PRODUCTION TRAINING FACILITIES

In an August 2007 survey, at least three-fourths of the cable viewers from East Honolulu, Kalihi, Waipahu and Wahiawa said that a PEG Access training facility would be a "very" or "somewhat" valuable addition to their community. Additional funding to construct, equip and operate such training facilities should also be an important goal of the franchise renewal process.

RECOMMENDATION #6 -- ENHANCED CHANNEL/BANDWIDTH CAPACITY

Participants in the 2008 community forums identified the need for additional channel/bandwidth capacity and capability. Accordingly, these items should be goals of the franchise renewal process:

1. As the creation of PEG programming increases and the demand for time slots on the existing PEG channels reaches defined benchmarks, additional PEG channel/bandwidth space should be provided.

2. Additional PEG channel/bandwidth space on each of the islands should be provided to carry programming that originates from the CAOs that serve Hawai'i. This would require an interconnection of the cable systems serving each of the islands, which would also permit the simultaneous delivery of State government programs to all residents of Hawai'i.

3. Oceanic's "video on demand" service should include VOD server space for the free encoding of PEG programs by 'Ōlelo for subscribers to view at no cost.

RECOMMENDATION #7 – OTHER TECHNICAL ENHANCEMENT GOALS

Participants in the 2008 community forums also identified the need for these technical enhancements to the cable system infrastructure and ʻŌlelo's facilities:

1. State-wide video conferencing capability, which could (for example) permit live interactive testimony from all of the islands during State government meetings.

2. Free internet access at each community media center managed by ʻŌlelo.

3. Equipment to permit closed or open captioning of PEG programming.

4. At a defined time (i.e., when a specified percentage of Oceanic's channels are also delivered in high definition), the community media centers operated by ʻŌlelo should be equipped with HD production and transmission systems, and Oceanic should deliver those channels to its subscribers in HD at the same level of quality as its other HD channels.

5. Aging equipment at each community media center managed by ʻŌlelo should be replaced and upgraded periodically to keep pace with technological changes.

6. A long-term Internet-based archive of all PEG programs should be established, regularly updated and maintained.

7. At least one multiple-camera mobile production unit should be provided at each community media center managed by ʻŌlelo.

RECOMMENDATION #8 – SUPPORT FOR ADDITIONAL PEG-RELATED SERVICES

Finally, participants in the 2008 community forums identified the need for additional support of these PEG-related services:

1. More funding for ʻŌlelo's Summer Media Programs and Youth XChange.

2. Youth job training opportunities at the community media centers managed by ʻŌlelo.

3. Copyrighted music and stock B-roll footage at no cost to community producers.

4. Resources to support English as a Second Language programs and services at all PEG facilities.

5. More services and tools targeted toward senior citizens or those with disabilities.

6. Expansion of ʻŌlelo's mentoring program.

7. More ʻŌlelo training staff to help achieve a lower student/teacher ratio.



WARD RESEARCH

TRACKING VIEWERSHIP OF AND INTEREST IN COMMUNITY ACCESS CHANNELS: WAVE VI

January 2006

Prepared for:

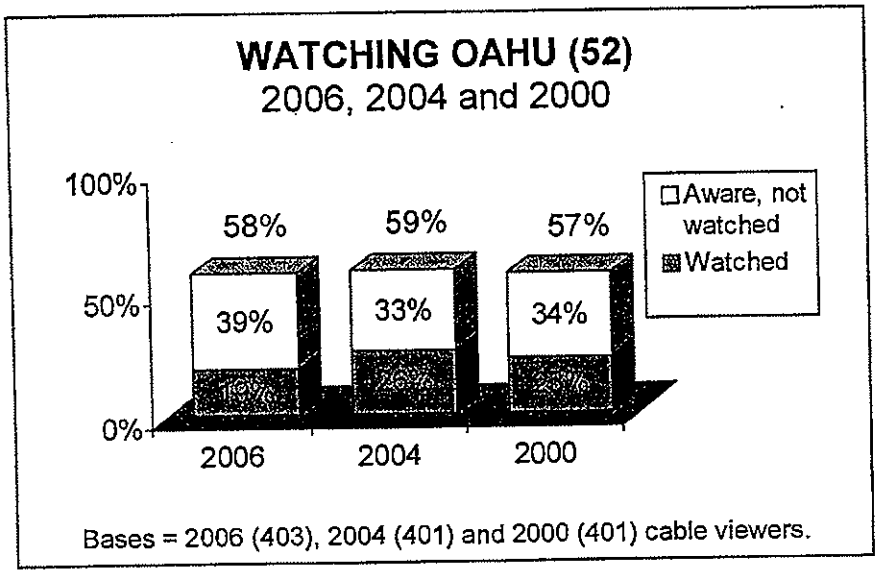
ʻŌlelo Community Television

January 2006

000247

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Viewing & Awareness: By Channel

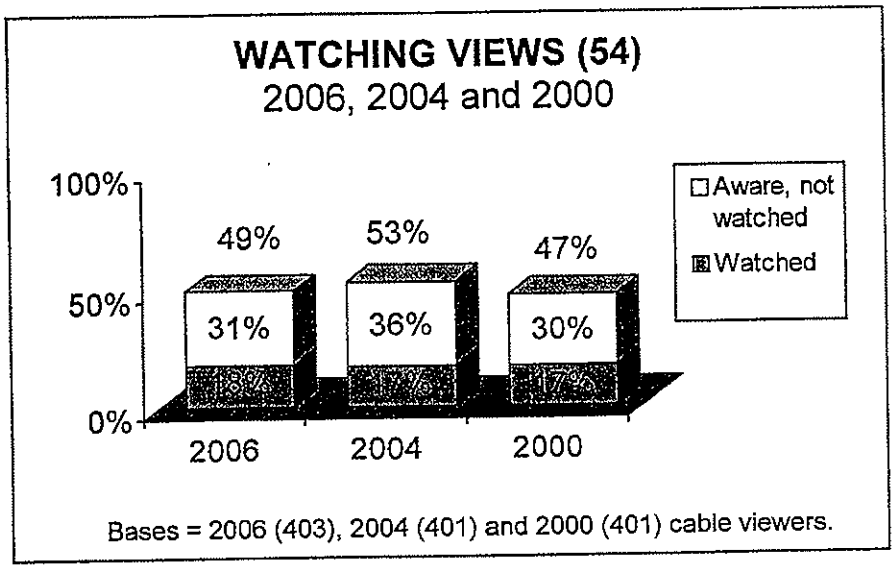


OAHU (52)

One in five (19%) reported watching OAHU in the past month, and nearly 60% were aware of the channel – statistically unchanged from 2004 data.

VIEWS (54)

- No statistically significant change occurred in reported viewing of VIEWS between 2004 (17%) and 2006 (18%).
- Total awareness of VIEWS remained at half (49%) of the cable audience since 2004 (53%).



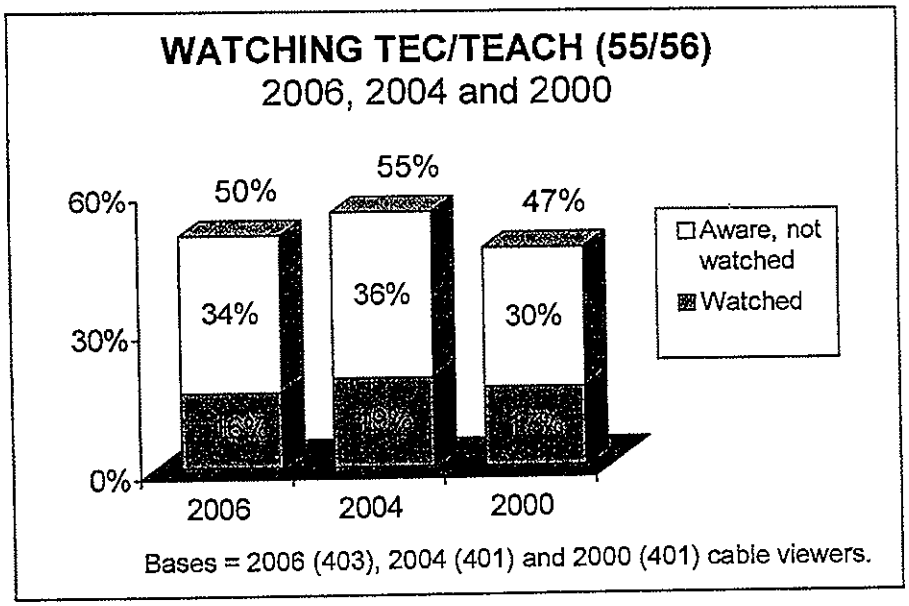
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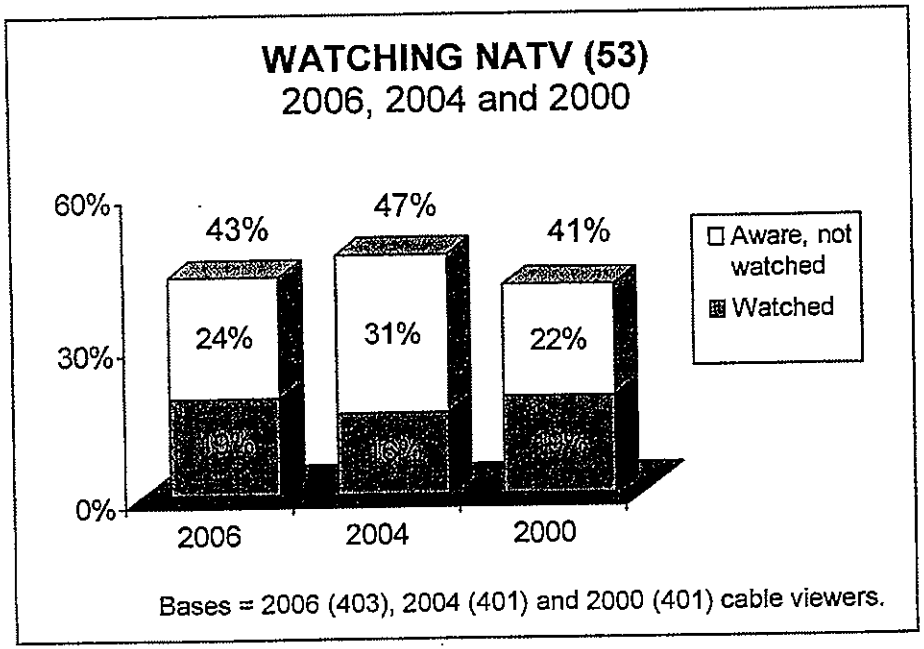
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TEC/TEACH (55/56)

No statistical change was seen in the size of the audience for TEC/TEACH.

- 16% said they watched TEC/TEACH in the past month, statistically unchanged since 2004 (19%).
- In both years, awareness levels remained at about half of the cable audience (50% and 55%, respectively).





NATV (53)

Of the four channels, only NATV showed a statistically significant change from 2004 to 2006.

- Reported viewing *improved* from 16% to 19%.
- But awareness of NATV dipped from 47% to 43%.

000249

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Summary: Awareness & Viewing

OAHU (52) still ranks as the best known among the PEG access channels since 2000 (then called ATTN/ATTN2) but it no longer leads the more recent channels in audience size, current data suggests.

VIEWING PUBLIC ACCESS CHANNELS: 2006, 2004 and 2000									
	Aware of Channel			Watched Past Month			# Times Watched by Viewers (mean)		
	2006	2004	2000	2006	2004	2000	2006	2004	2000
OAHU/ATTN	57%	59%	57%	19%	26%	23%	5.84	6.85	5.38
VIEWS	49	53	47	18	17	17	4.76	5.22	3.59
NATV	43	47	41	19	16	19	5.77	5.94	4.87
TEC/TEACH	51	55	47	16	19	17	4.94	4.43	4.39
Base =	403	401	402	403	401	402	---	---	---

Overall awareness and past-month viewing have leveled off for the channels since 2000, with no gains seen in the past five years. Currently, audience size is about the same for OAHU, VIEWS and NATV, with each pulling in just under 20% of cable viewers (watching the channel in the past month). Awareness levels for each channel have stayed at or close to 50% of the cable audience over the past six years (except for OAHU at 57%).

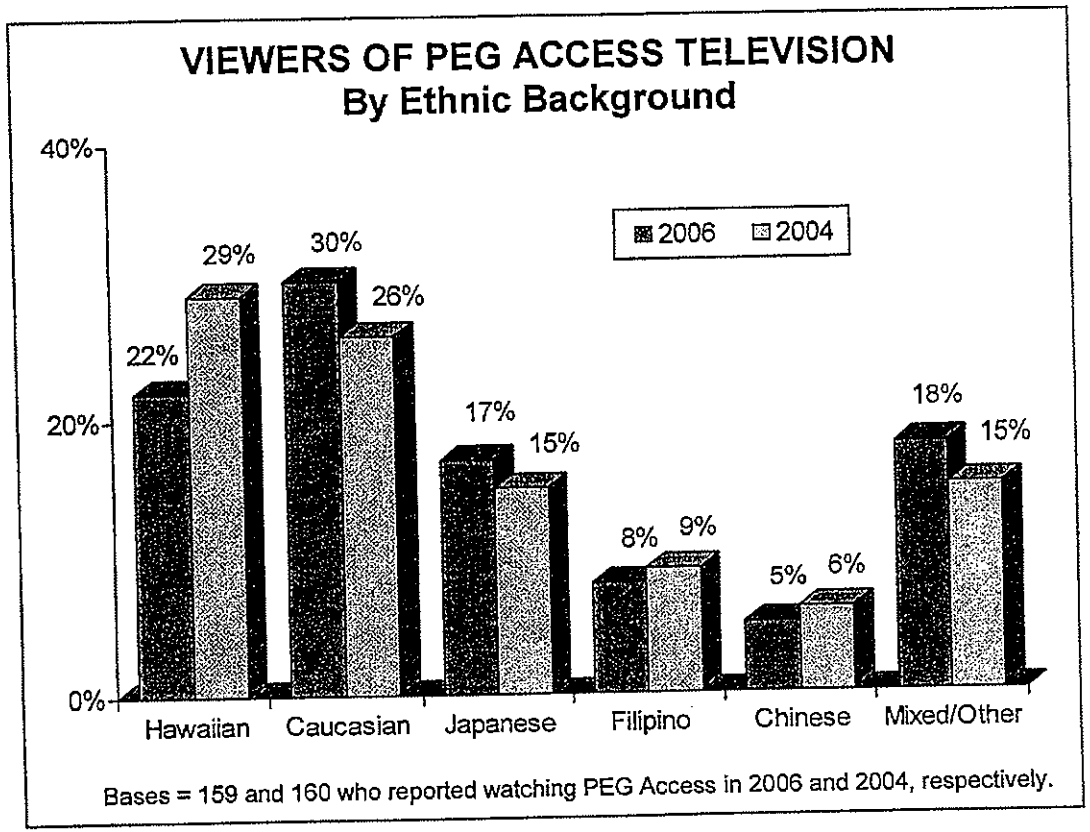
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The Audience for PEG Access (Aggregate Data)

Hawaiian and Caucasian viewers continued to provide over half of the audience for PEG access (i.e., those watching at least one channel), based on 2006 data.

- Fewer Hawaiians were found in the cable audience in 2006 (22%) than in 2004 (29%).
- More Caucasians watch the ʻŌlelo channels now (30%) than did in 2004 (26%). Caucasians represent 23% of the Oahu cable audience.
- Local Japanese (17%) and Filipino viewers (8%) were under-represented in ʻŌlelo's audience relative to their proportions in the cable audience (20% and 14%, respectively).



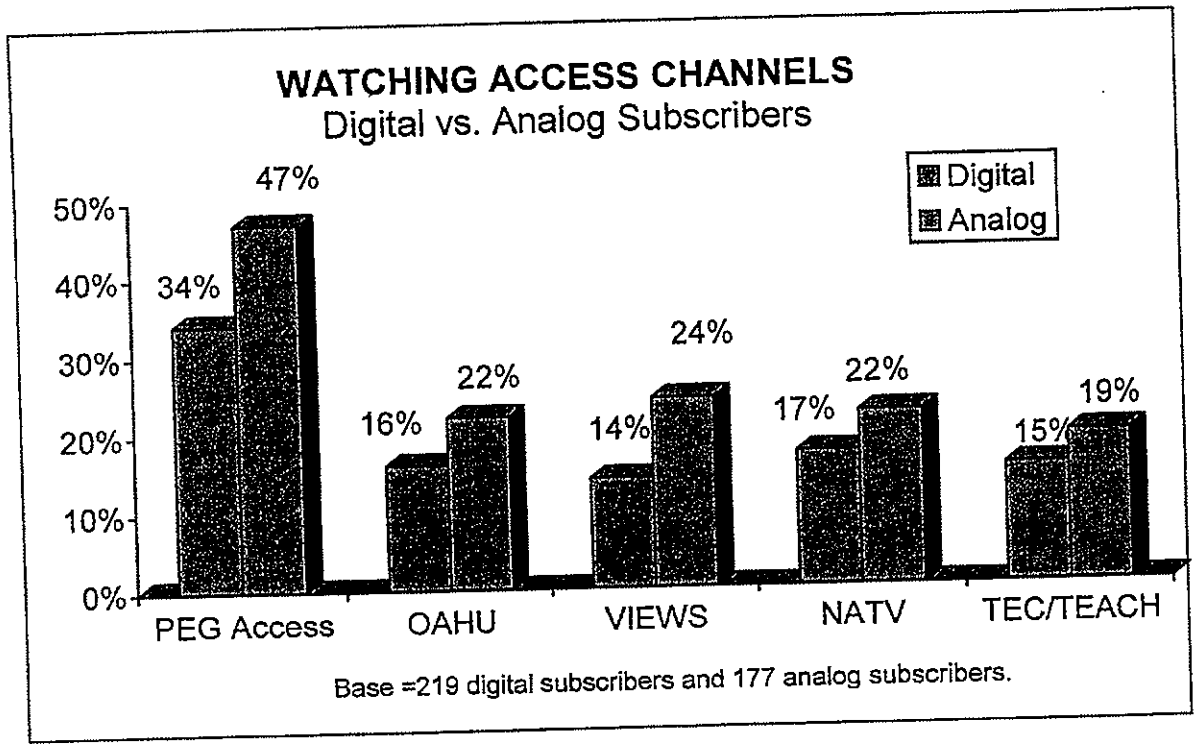
(For a detailed description of the sample of Oahu cable viewers, see page 45, "Characteristics of Respondents.")

000251

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Digital vs. Analog Viewers

Recall that more analog than digital viewers reported watching at least one PEG access channel (47% to 34%), based on 2006 data.



Channel by channel, no differences between analog and digital viewers were seen in the levels of past-month viewing except relative to VIEWS (54).

- More analog (24%) than digital subscribers (14%) reported watching **VIEWS** in the past month.
- The two audiences did not differ, statistically speaking, in their viewing of the other PEG access channels.

000252

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Subsample Analysis: By Channel

Hawaiian viewers and college graduates were key segments of the PEG access audience.

- *Hawaiian* viewers again provided the biggest segment (33%) of **NATV's** audience. By comparison, Caucasians accounted for 24%, AJA's 15%, and Filipinos 4%.
- But relative to **OAHU**, **VIEWS** and **TEC/TEACH**, Caucasians led all ethnic segments, representing 35%, 26% and 33% of the channels' respective audiences.
- *Educational level* was also a factor in viewing. *College graduates* provided well over half of viewers of **VIEWS** (59%) and **TEC/TEACH** (58%) while accounting for 47% of the cable audience, overall.

☞ Awareness and viewing of the PEG access channels has been relatively stable since 2000, with no significant changes in proportions of cable viewers. Every channel (except TEC/TEACH) now appears to pull in about the same share of cable viewers, with OAHU (52) no longer leading the others in relative size. Older viewers and Hawaiian viewers continue to be key segments of the PEG access audience.

Those who did not watch the access channels – non-viewers -- are discussed next.

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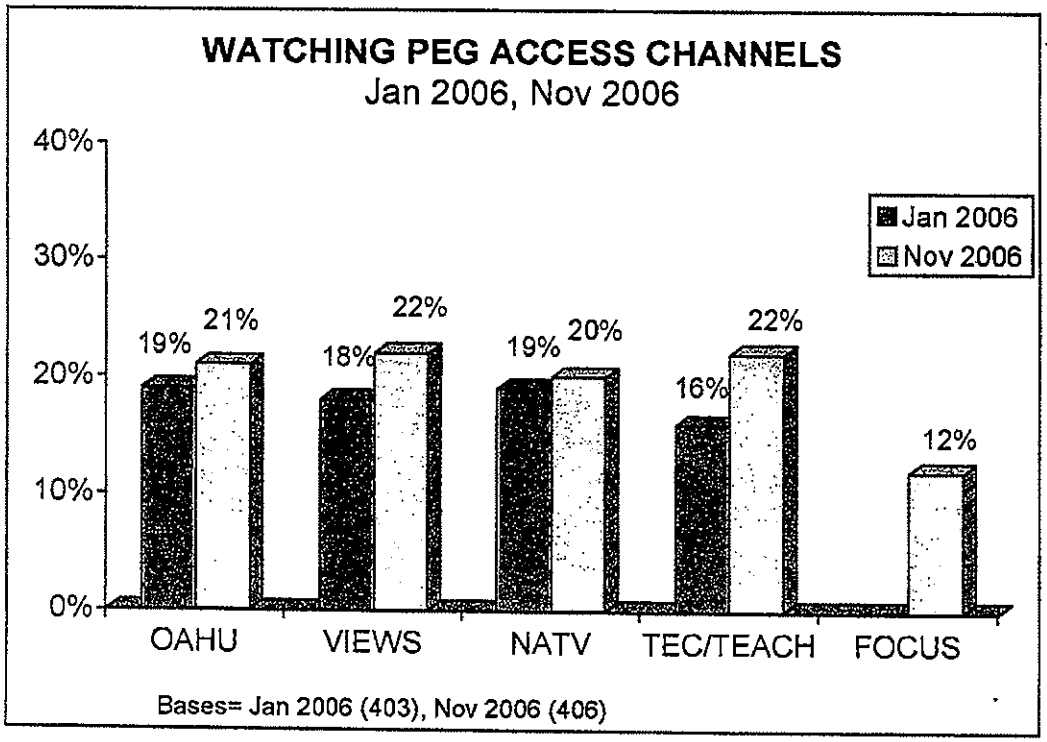
EXECUTIVE SUMMARY

Viewership Data
November 2006

The next pages summarize the results of viewership data collected among Oahu cable subscribers (n=406) in November 2006.

Increase in Reported Viewing

Slightly over three quarters (77%) of cable viewers were aware of the PEG access channels OAHU, VIEWS, NATV, FOCUS and TEC/TEACH, and 44% reported watching at least one of them in the past month, a significantly larger proportion than in January 2006.



- TEC/TEACH and VIEWS showed statistical increases in viewing since January, now with viewership at 22% of the total cable audience.
- Reported viewing of OAHU and NATV remained statistically unchanged since 2000.

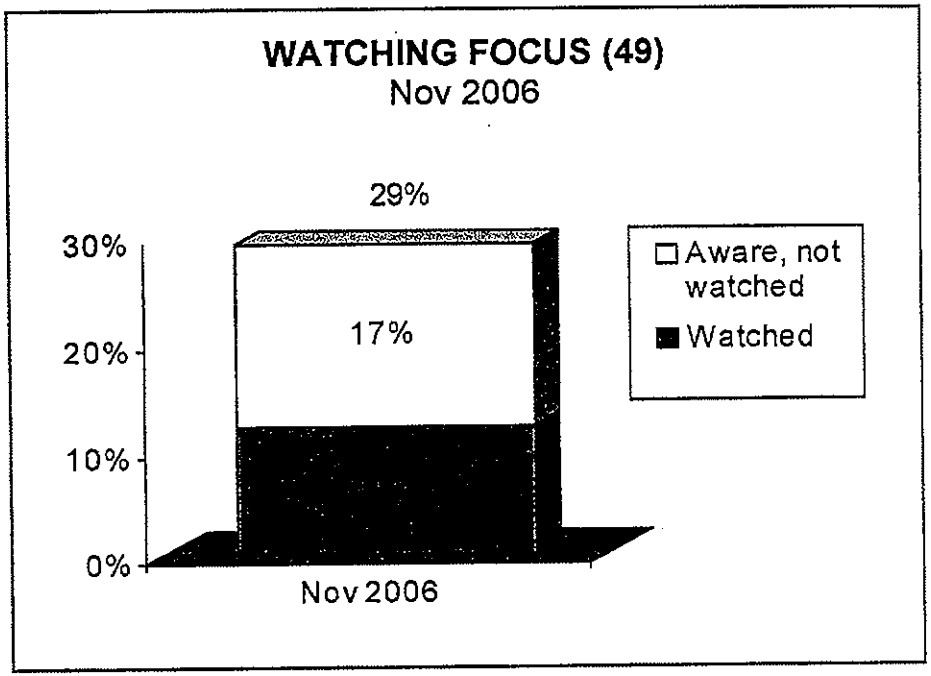
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FOCUS – CH. 49

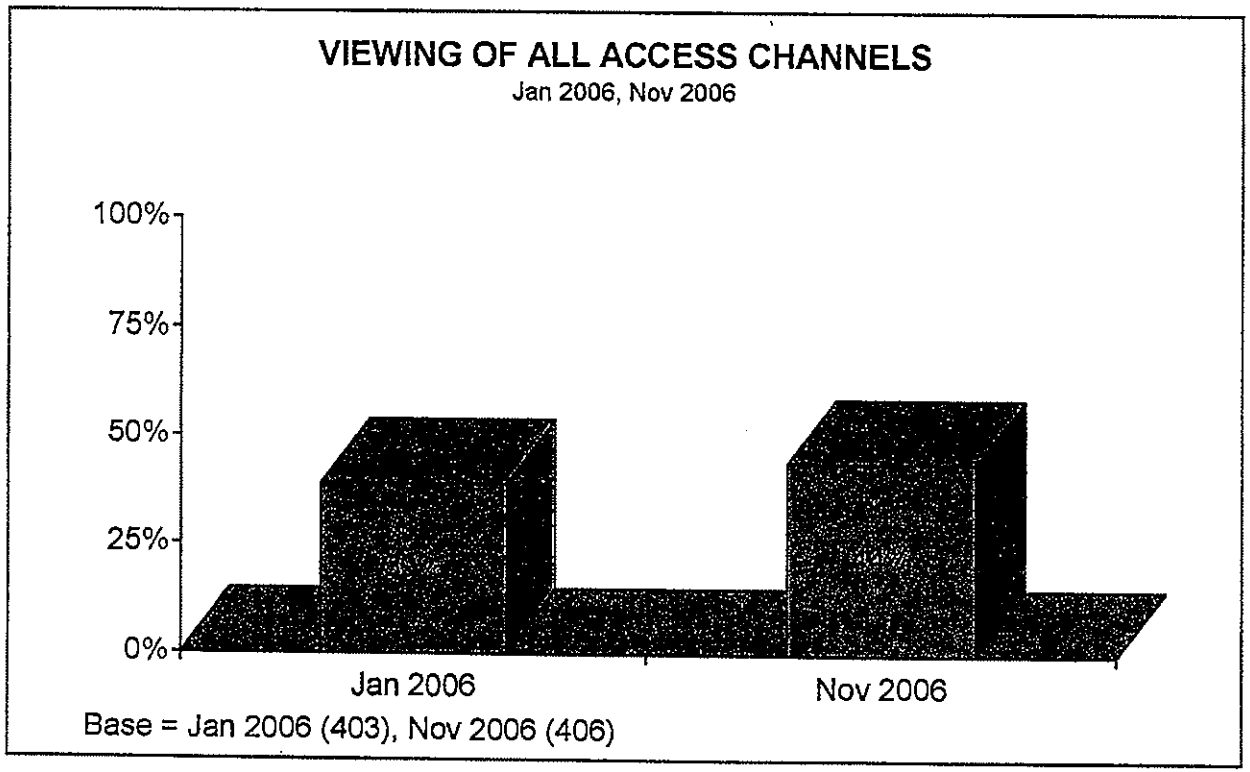
The newly-introduced Channel 49 (FOCUS) is gaining awareness and viewership.

- **12%** of cable subscribers have watched FOCUS since its introduction in February 2006, while another **17%** of cable subscribers are aware of FOCUS but have not watched.



Overall PEG Access Viewership Increase

With the introduction of FOCUS, viewership of all PEG Access channels has increased significantly from **39%** in January to **44%** in November 2006.



The addition of FOCUS (49) seems to have contributed to the increase in overall channel viewership.

Awareness and Perceived Value of ʻŌlelo Community Television Programming

A Survey among Oʻahu Residents

ʻōlelo COMMUNITY TELEVISION

May 2011

000258

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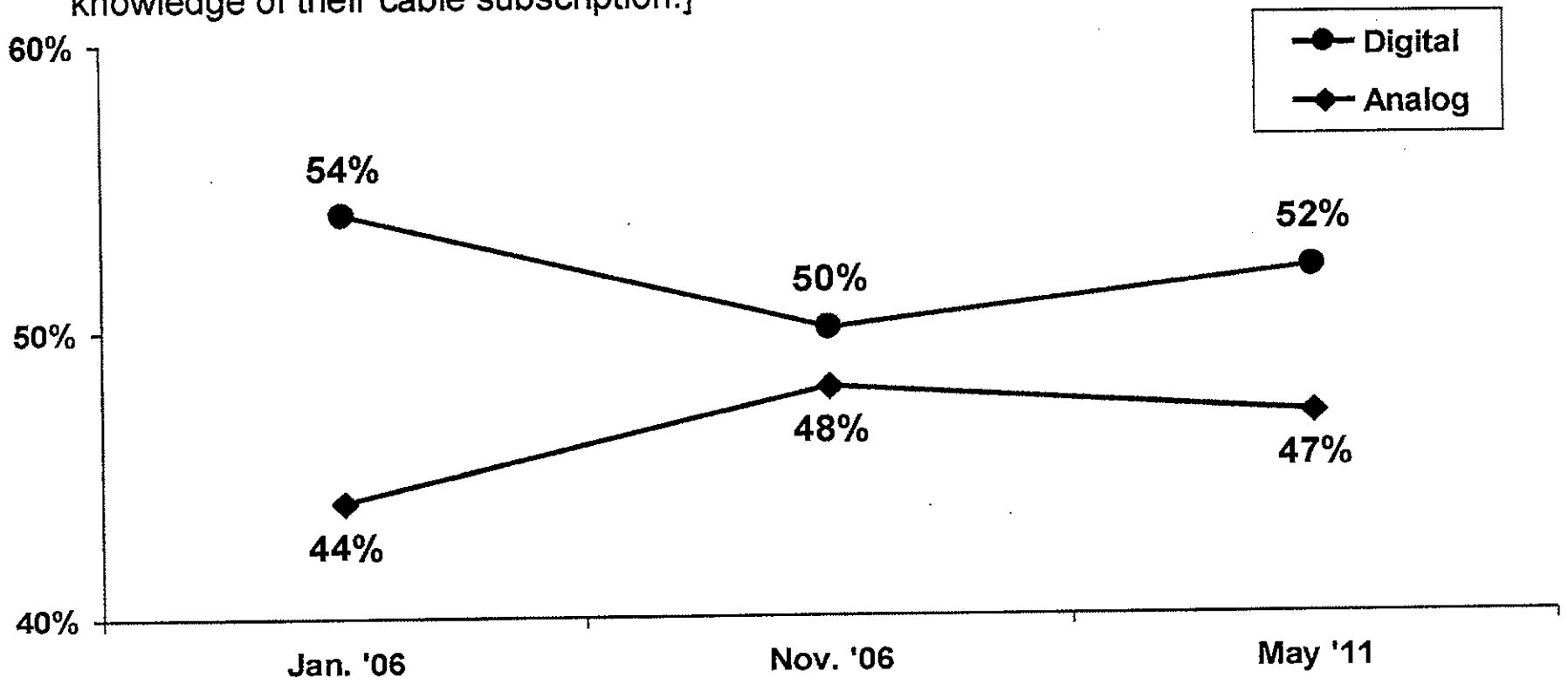
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Detailed Findings

Profile of Cable Subscribers

Digital vs. Analog Viewers (Tracking)

- In May 2011, the cable audience remained almost evenly split between those reportedly subscribing to digital cable and those reportedly subscribing to analog. [Note: Please note that figures may differ from actual subscription data due to reliance on respondents' knowledge of their cable subscription.]



Q: Do you subscribe to Digital, Analog, or regular cable?
Note: Question was added in January 2006

(May 2011: n=407); Nov. 2006: n=406; Jan. 2006: n=403)

000262

Characteristics of Respondents (Digital vs. Analog)

- In May 2011, there were no statistically significant differences between digital and analog subscribers based on either age or household income.

Oahu Cable Subscribers			
Age	**TOTAL**	**Analog**	**Digital**
18 to 24 yrs	7%	7%	7%
25 to 34 yrs	22%	24%	21%
35 to 44 yrs	18%	19%	18%
45 to 54 yrs	18%	20%	16%
55 to 64 yrs	17%	13%	21%
65+ yrs	17%	18%	17%
MEAN	46.8 yrs	46.6 yrs	46.9 yrs
Household Income			
Less than $35,000	19%	22%	16%
$35,000 to $49,999	15%	17%	13%
$50,000 to $74,999	18%	18%	18%
$75,000 to $99,999	17%	18%	16%
$100,000+	12%	9%	15%
Refused	19%	16%	22%
MEAN	$51,470	$50,210	$52,650
MEDIAN	$59,300	$54,610	$63,650
BASE:	**(407)**	**(197)**	**(210)**

000263

Characteristics of Respondents (Digital vs. Analog)

- There was very little difference between digital versus analog subscribers based on area of residence; the lone example being a significantly greater proportion of digital subscribers living in East Honolulu than did the analog group.

Oahu Cable Subscribers			
Area of Residence	**TOTAL**	**Analog**	**Digital**
Urban Honolulu	35%	38%	32%
East Honolulu	12%	7%	17%
Windward Oahu	12%	16%	8%
Pearl City/Aiea/Moanalua	8%	9%	7%
Central Oahu	17%	14%	19%
Ewa Plain	8%	9%	7%
North Shore	1%	2%	<1%
Leeward Oahu/Kapolei	5%	3%	6%
Refused	2%	2%	2%
BASE:	**(407)**	**(197)**	**(210)**

Note: Shaded areas show statistically significant differences between segments

000264

Characteristics of Respondents (Digital vs. Analog)

Oahu Cable Subscribers			
Education	**TOTAL**	**Analog**	**Digital**
Grade school or less	1%	1%	1%
Some high school	2%	2%	2%
High school graduate	15%	19%	11%
Some college	23%	23%	24%
College graduate	39%	41%	36%
Post-graduate	19%	13%	25%
Refused	1%	1%	<1%
Ethnicity			
Caucasian	19%	13%	24%
Chinese	8%	7%	9%
Filipino	14%	15%	13%
Hawaiian/Part-Hawaiian	17%	17%	17%
Japanese	22%	25%	20%
Mixed	11%	13%	9%
Other	9%	10%	7%
Gender			
Male	47%	45%	50%
Female	53%	55%	50%
BASE:	**(407)**	**(197)**	**(210)**

Note: Shaded areas show statistically significant differences between segments

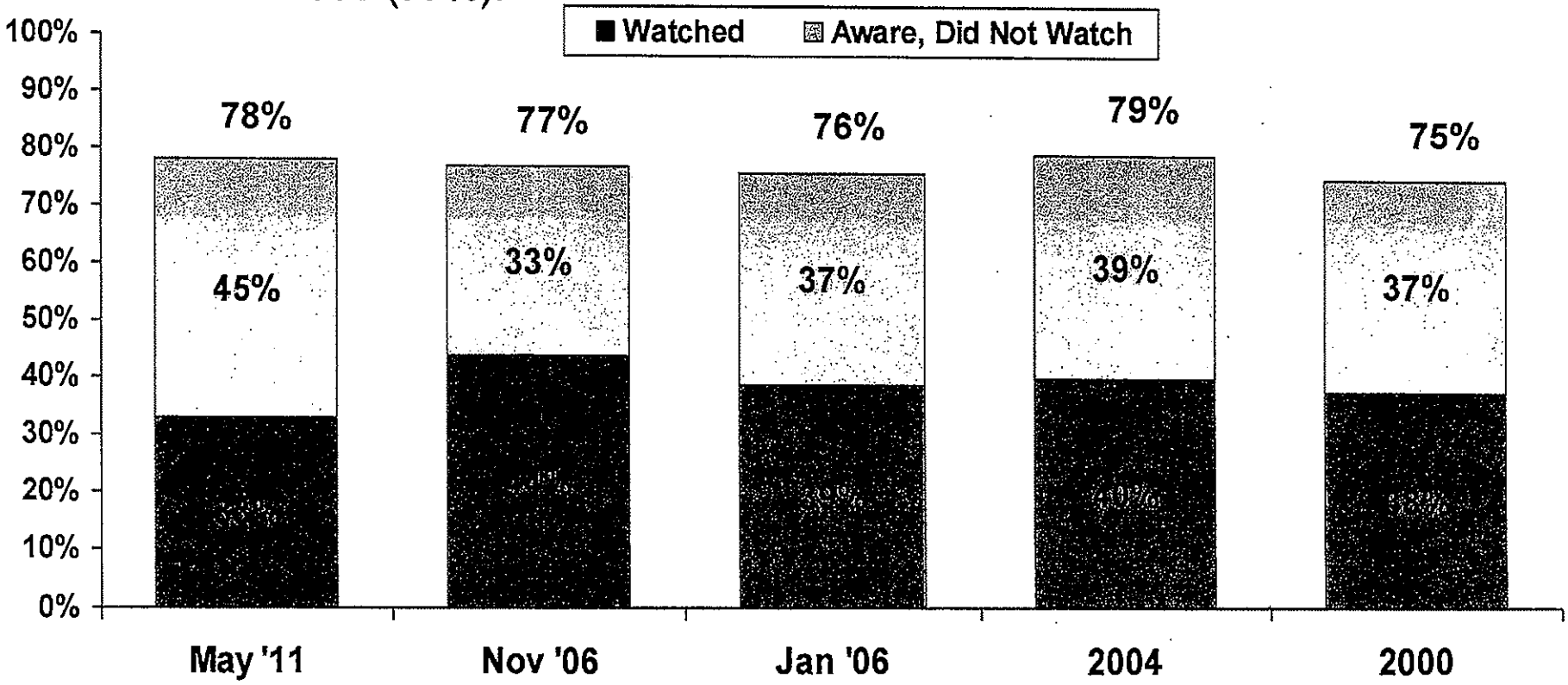
- There was a higher incidence of post-graduates among digital subscribers than among analog subscribers.
- There was a higher presence of Caucasian viewers among digital subscribers than among the analog group.
- There were no significant differences between groups based on gender.

000265

Awareness and Viewership of PEG Access Channels

Awareness & Viewing of Ōlelo Channels (Tracking)

- Despite a significant decline in viewership, overall awareness of PEG Access channels in May 2011 (78%) remained relatively the same as that reported in November 2006 (77%).



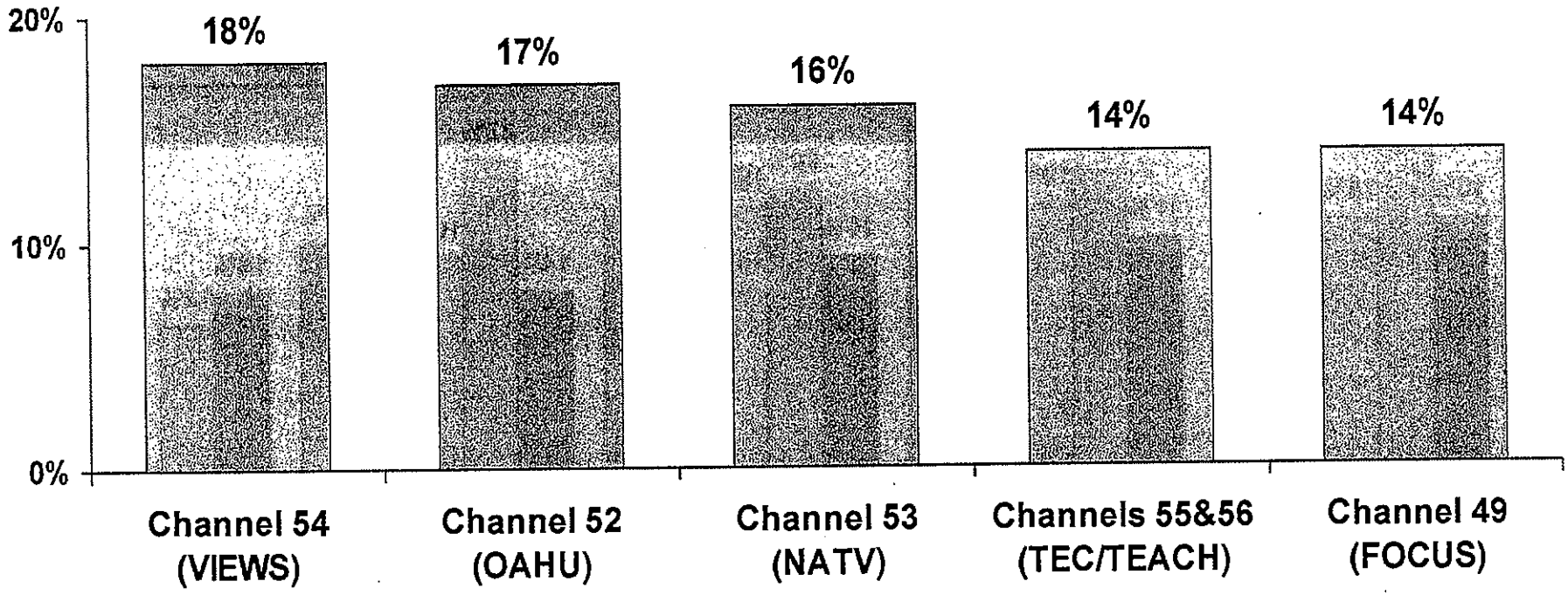
BASE: May 2011: n= 407; Nov. 2006: n=406; Jan. 2006: n=403; 2004: n=401; 2000: n=401

*Note: A new weighting scheme (HH technologies) was used in May 2011. Based on the old weighting scheme (landline only), total viewership for May '11 was 40% (see page 69).

000267

Viewership of ʻŌlelo Channels 49, 52, 53, 54, 55, or 56 (Past Month)

- Past month viewership was fairly comparable across all ʻŌlelo channels --- ranging from a high of 18% for Channel 54 (VIEWS) to 14% for both Channels 55 and 56 (TEC/TEACH) and Channel 49 (FOCUS).



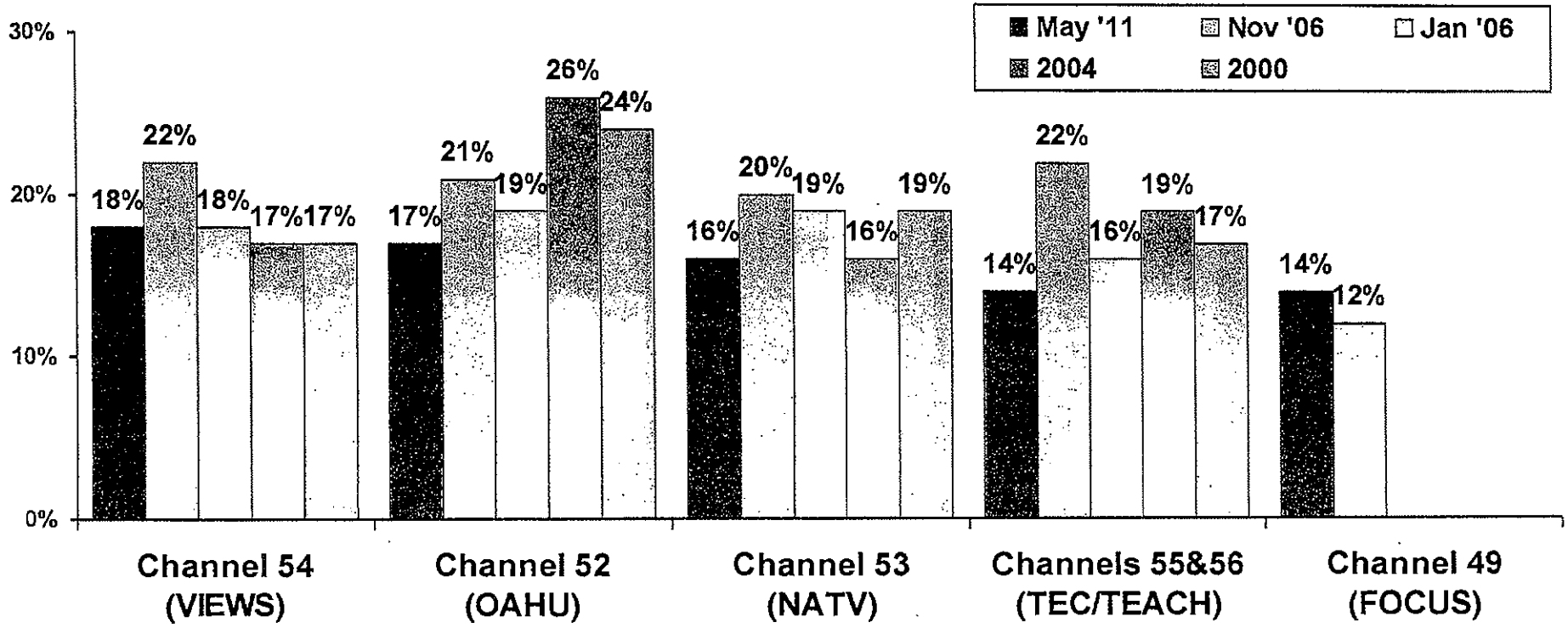
Q: Did you watch any programming on Channel (49, 52, 53, 54, 55, or 56) in the past month?

(May 2011: n= 407)

000268

Viewership of ʻŌlelo Channels 49, 52, 53, 54, 55, or 56 (Tracking)

- Viewership of most ʻŌlelo channels has declined since November 2006 --- most notably for Channels 55 and 56 (TEC/TEACH) which dropped 8 points. Viewership of Channel 49 (FOCUS) was the lone exception.



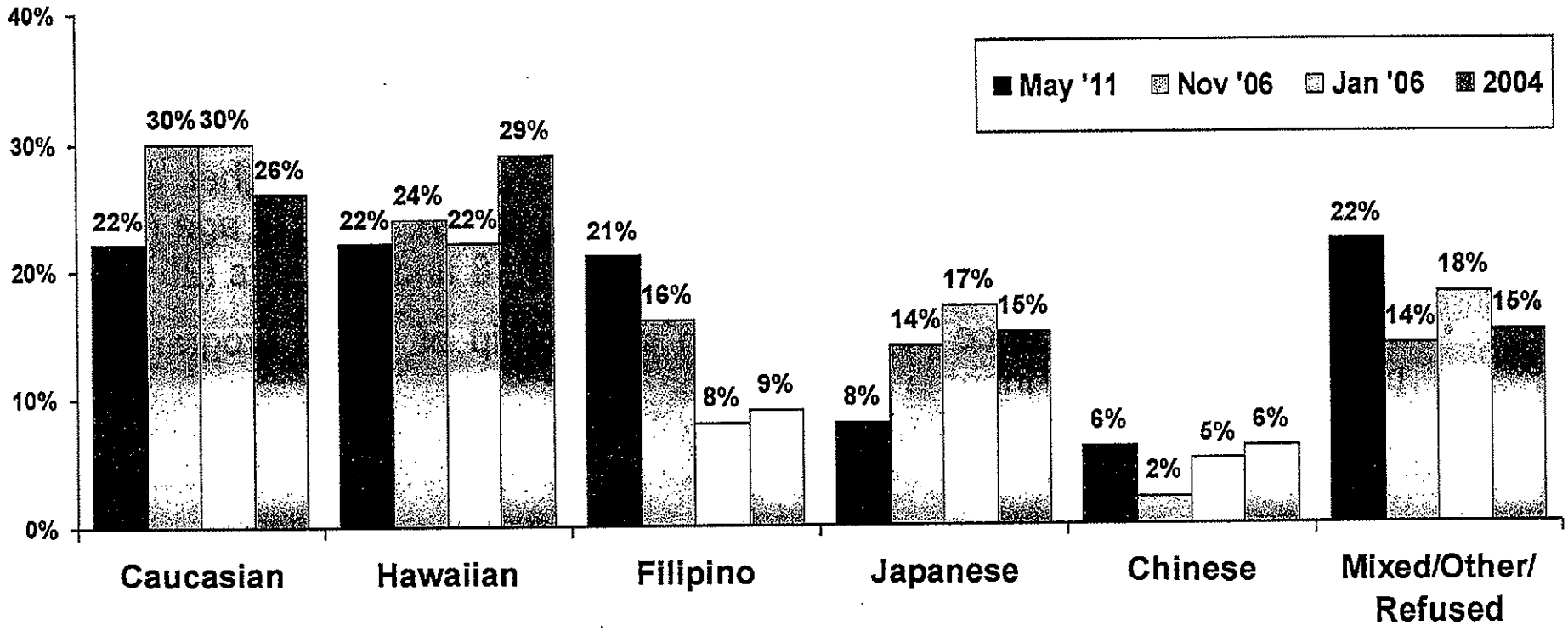
Q: Are you generally aware of programming on Channel (49, 52, 53, 54, 55, or 56)?
(May 2011: n= 407)

Note: See comparison data on page 68

000269

Viewers of PEG Access Channels By Ethnic Background (Tracking)

- Filipinos continued on an upward trend and now make up a comparable proportion of the viewing audience for PEG Access Channels, with Caucasian and Hawaiian cable subscribers.



Base includes those who reported watching at least one PEG Access Channel in the past month: May 2011 (134); Nov. 2006 (203); Jan. 2006 (159); and 2004 (160)

000270

Viewership of ʻŌlelo Channels 49, 52, 53, 54, 55, or 56 (Additional Findings)

Additional Findings

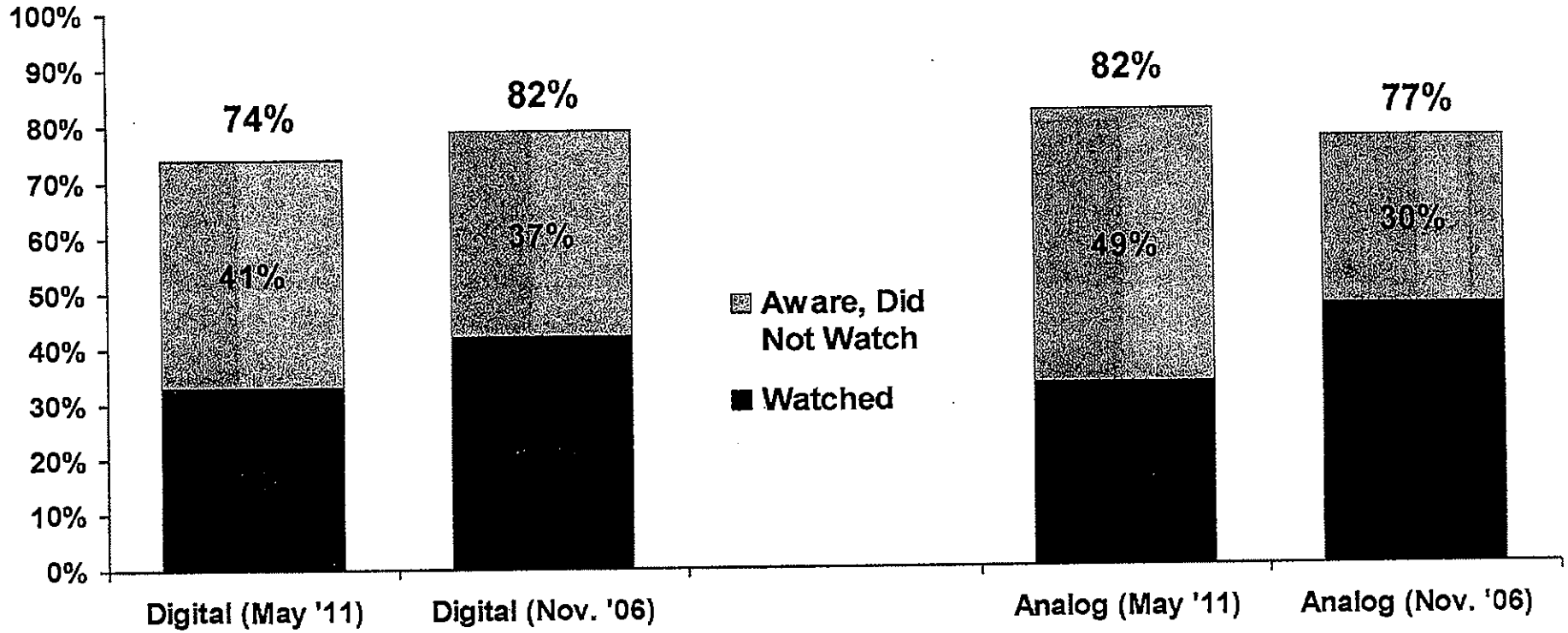
- A significantly greater proportion of Filipinos (47%), Hawaiians/Part-Hawaiians (42%), and Caucasians (38%) said that they watched ʻŌlelo programming in the past month, as compared to Japanese (12%) respondents who said the same.
- Past month viewership of ʻŌlelo programming was slightly higher among those between the ages of 35 to 54 years (37%) or 55+ years of age (35%), versus younger respondents between the ages of 18 and 34 years (25%).
- There was no difference in past month viewership of ʻŌlelo programming based on household income or by gender.

000271

Q: Have you ever watched programming on ʻŌlelo channels 49, 52, 53, 54, 55, or 56 on Oceanic Cable? (Nov. 2008: n=360; Feb. 2008: n=368)

Awareness & Viewing of PEG Access Channels (Digital vs. Analog Subscribers)

- Awareness of PEG Access Channels was significantly higher among analog subscribers than among digital subscribers.
- Compared to November 2006, past month viewership of PEG Access Channels declined significantly among both digital and analog subscribers --- although this may have been driven by viewership of election-year programming in November 2006.

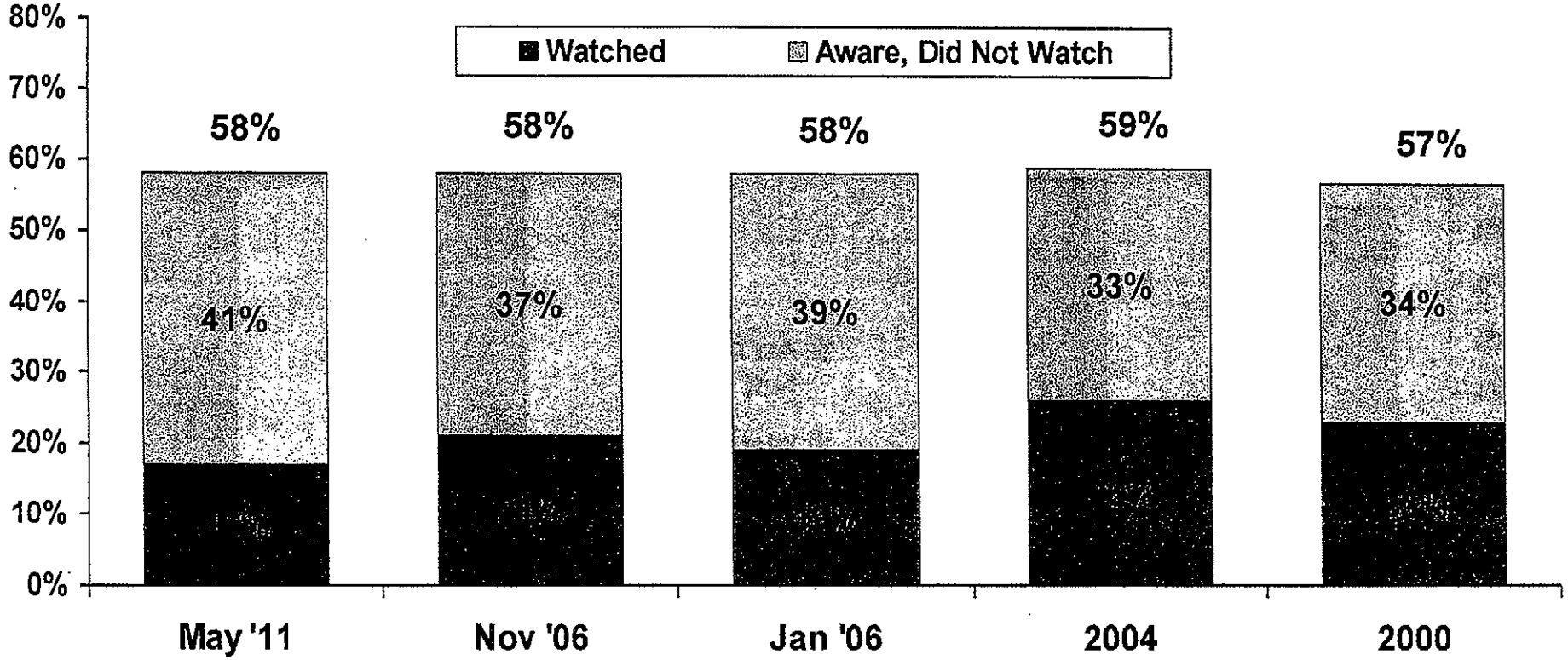


BASE: Digital Subscribers – May 2011 (210); November 2006 (205); Analog subscribers – May 2011 (191); November 2006 (193)

000272

Awareness & Viewing: Channel 52 (OAHU) -- Tracking

- While past month viewership of Channel 52 (OAHU) tailed off slightly in May 2011 (17%; down 4 points), total awareness of the channel has remained relatively unchanged over the past 11 years.



BASE: May 2011: n= 407; Nov. 2006: n=406; Jan. 2006: n=403; 2004: n=401; 2000: n=401

000273

Awareness & Viewing:
Channel 52 (OAHU) – Additional Findings

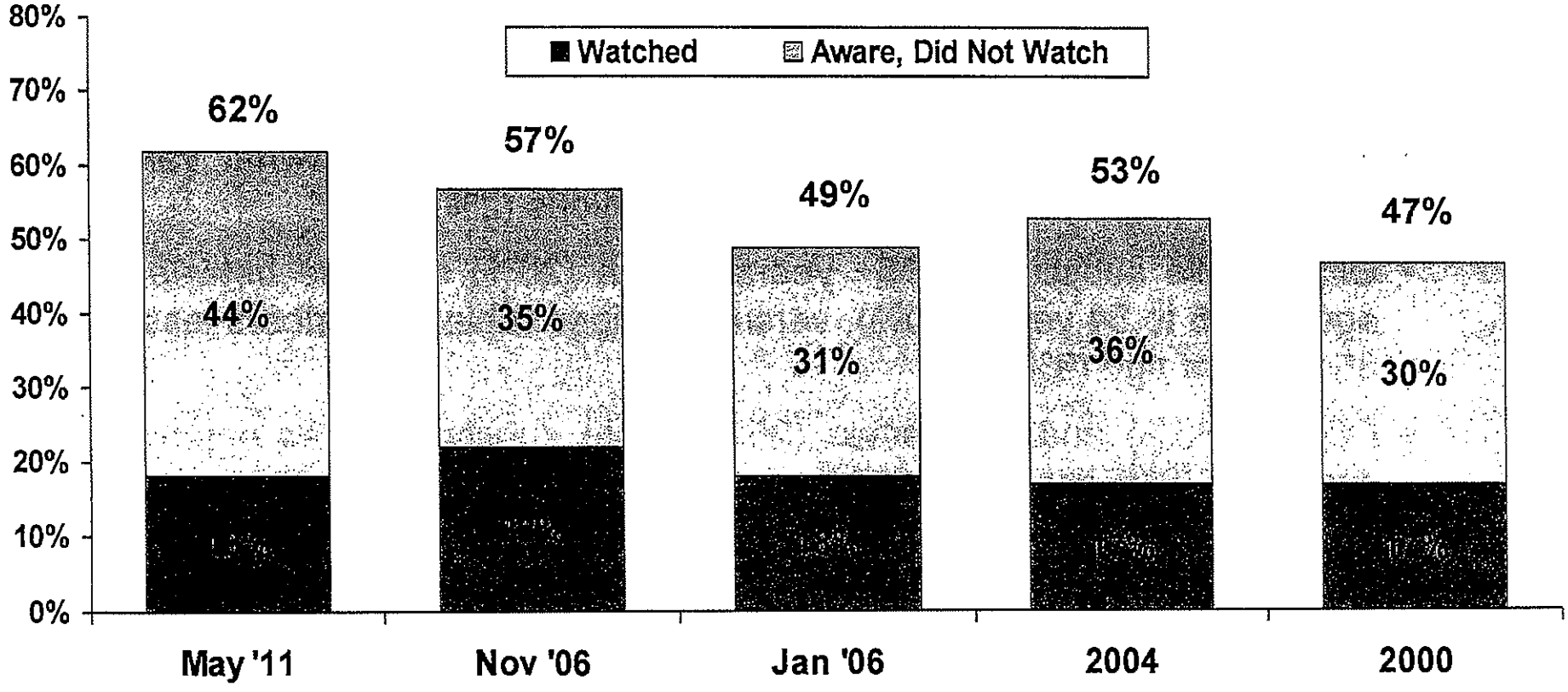
Additional Findings

- Those significantly more likely to have watched Channel 52 (OAHU) in the past month included:
  - ✓ Those who consider PEG Access Channels to be very valuable (31%), as compared to those who find these stations to be somewhat valuable (13%) or who do not find value in these stations (2%);
  - ✓ Older cable subscribers 55+ years of age (20%) or those between the ages of 35 to 54 years (20%), versus younger cable subscribers less than 35 years of age (9%); and
  - ✓ Filipino (33%) and Caucasian (25%) cable subscribers, as opposed to Japanese (6%) cable subscribers.

000274

Awareness & Viewing: Channel 54 (VIEWS) -- Tracking

- Total awareness of Channel 54 (VIEWS) continued on an upward trend, with past month viewership comparable to that reported around non-election year programming.



BASE: May 2011: n= 407; Nov. 2006: n=406; Jan. 2006: n=403; 2004: n=401; 2000: n=401

000275

Awareness & Viewing:
Channel 54 (VIEWS) – Additional Findings

Additional Findings

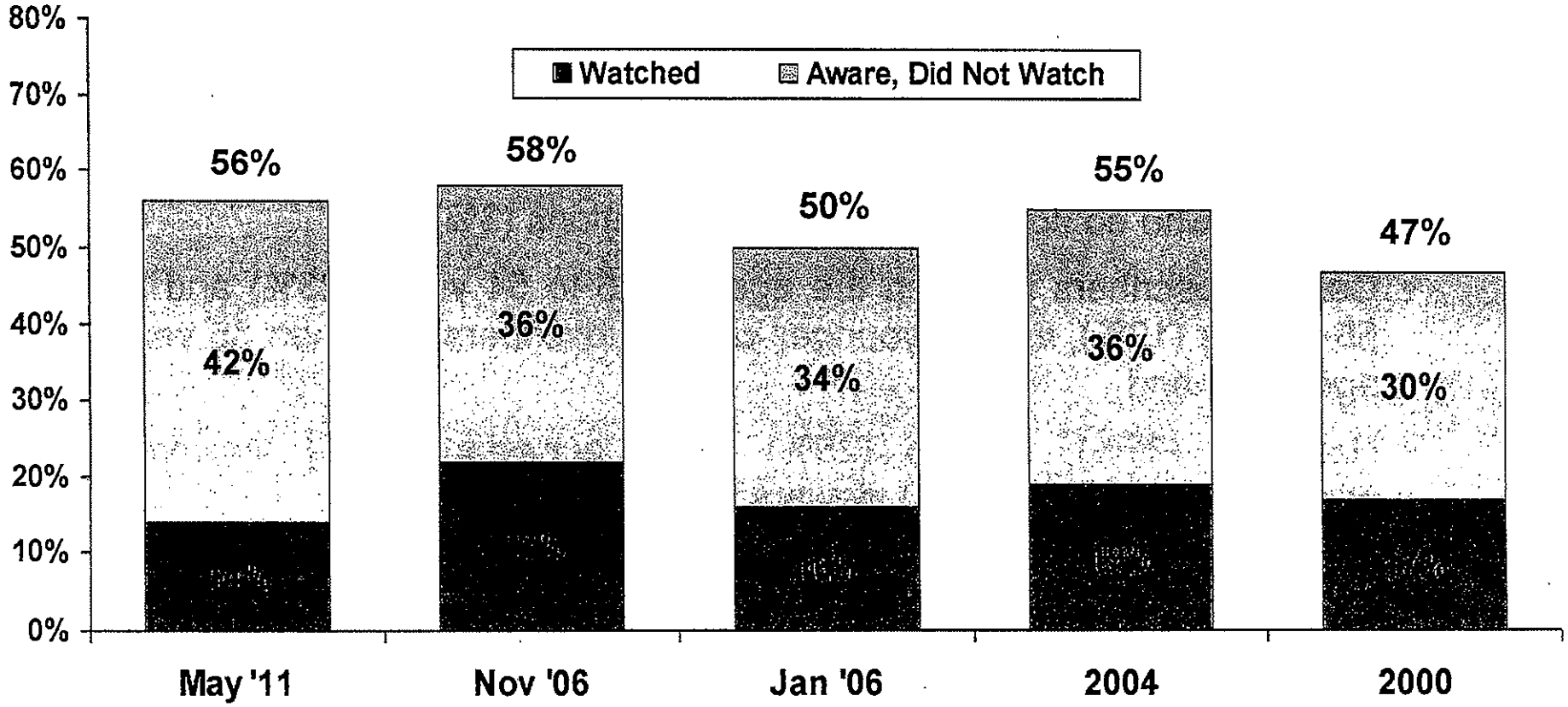
- Those significantly more likely to have watched Channel 53 (NATV) in the past month included:
  - ✓ Those who consider PEG Access Channels to be very valuable (31%), as compared to those who find these stations to be somewhat valuable (15%) or who do not find value in these stations (3%);
  - ✓ Cable subscribers between the ages of 35 to 54 years (23%) and those 55+ years (19%), versus younger cable subscribers less than 35 years of age (8%); and
  - ✓ Hawaiian (25%), Filipino (25%) and Caucasian (18%) viewers, as opposed to Japanese (6%) viewers.

000276

'ōlelo COMMUNITY TELEVISION

Awareness & Viewing:
Channels 55 & 56 (TEC/TEACH) -- Tracking

- Total awareness of Channels 55 and 56 (TEC/TEACH) fluctuated very little since November 2006 despite a significant decline in viewership (14%; down 8 points).



BASE: May 2011: n= 407; Nov. 2006: n=406; Jan. 2006: n=403; 2004: n=401; 2000: n=401

000277

Awareness & Viewing:

Channels 55 & 56 (TEC/TEACH) – Additional Findings

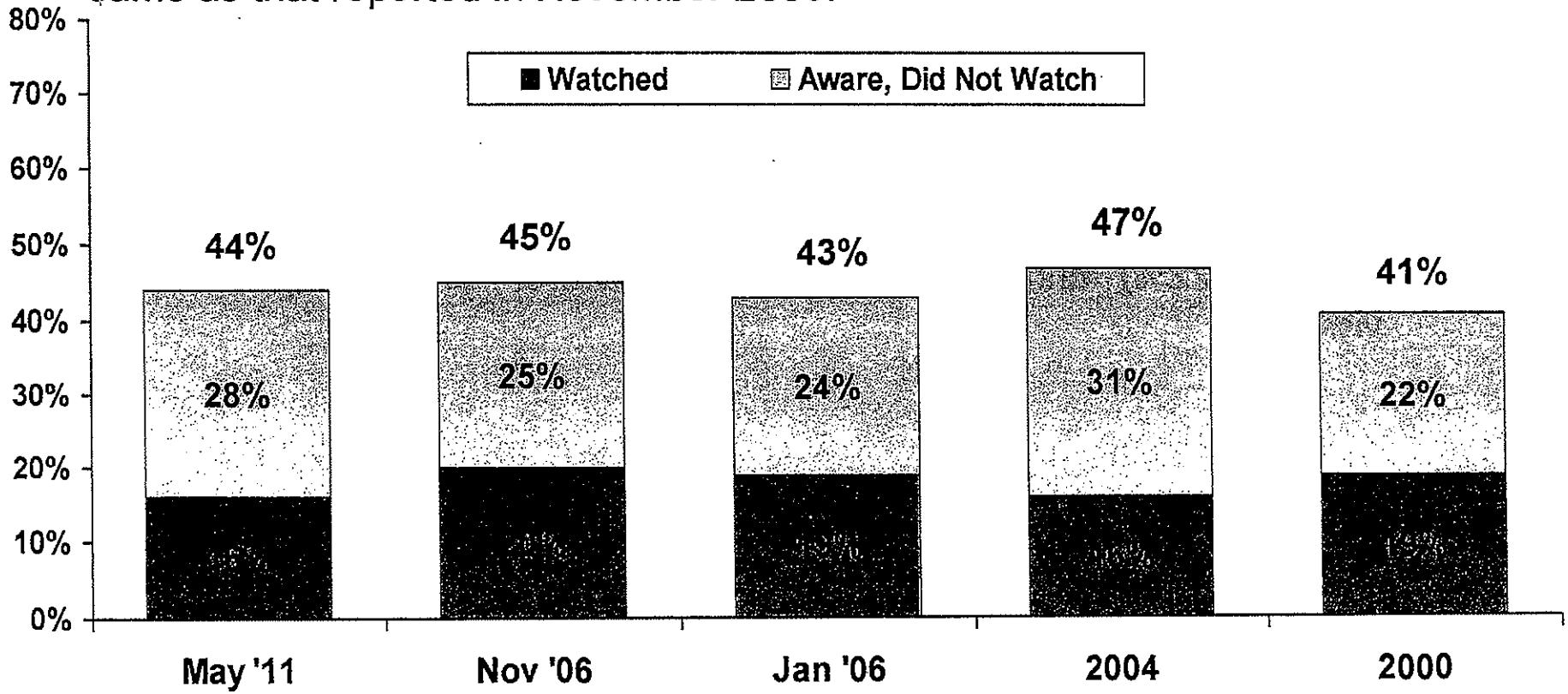
Additional Findings

- Those significantly more likely to have watched Channels 55 or 56 (TEC/TEACH) in the past month included:
  - ✓ Those who consider PEG Access Channels to be very valuable (26%), as compared to those who find these stations to be somewhat valuable (11%) or who do not find value in these stations (3%); and
  - ✓ Filipino (22%) and Hawaiian (20%) viewers, versus Japanese (5%) viewers.

000278

Awareness & Viewing: Channel 53 (NATV) -- Tracking

- Despite a slight decline in past month viewership (16%; down 4 points), overall awareness of Channel 53 – NATV (44%; down 1 point) remained relatively the same as that reported in November 2006.



BASE: May 2011: n= 407; Nov. 2006: n=406; Jan. 2006: n=403; 2004: n=401; 2000: n=401

000279

Awareness & Viewing:
Channel 53 (NATV) – Additional Findings

Additional Findings

- Those significantly more likely to have watched Channel 53 (NATV) in the past month included:
  - ✓ Those who consider PEG Access Channels to be very valuable (28%), as compared to those who find these stations to be somewhat valuable (13%) or who do not find value in these stations (3%); and
  - ✓ Hawaiian (25%), Filipino (23%) and Caucasian (22%) viewers, as opposed to Japanese (4%) viewers.

000280

Viewing of Specific PEG Access Channels (Digital vs. Analog Subscribers)

- Past month viewership for most individual PEG Access Channels dipped slightly since the previous tracking in November 2006 among both digital and analog subscribers.
- The most notable changes were declines in past month viewership of TEC/TEACH among both digital (12%; down 8 points) and analog (17%; down 8 points) subscribers.
- The lone exception among both segments was past month viewership of Channel 49 FOCUS, which remained unchanged among digital subscribers (13%; no change) and increased slightly among analog subscribers (15%; up 2 points).

Past Month Viewership		
Digital Subscribers	**May 2011**	**Nov. 2006**
OAHU	15%	21%
VIEWS	17%	22%
NATV	14%	18%
TEC/TEACH	12%	20%
FOCUS	13%	13%
Base: Digital	**(210)**	**(205)**
Analog Subscribers	**May 2011**	**Nov. 2006**
OAHU	19%	23%
VIEWS	18%	24%
NATV	18%	22%
TEC/TEACH	17%	25%
FOCUS	15%	13%
Base: Analog	**(197)**	**(193)**

000281

Awareness & Viewing of PEG Access Channels: Summary

- Awareness of most PEG Access Channels has changed very little since November 2006, with the exception of VIEWS (up 5 points) and FOCUS (up 19 points).
- Viewership dipped slightly for most PEG Access Channels over this same period, with a significant decline in cable viewership for TEC/TEACH.
- FOCUS continues to improve in cable viewer awareness, although viewership has not increased much in the last five years.

Viewing Public Access Channels: Tracking

	Aware of Channel			Watched in Past Month			# Times Watched (Viewers Only)		
	May '11	Nov '06	Jan '06	May '11	Nov '06	Jan '06	May '11	Nov '06	Jan '06
OAHU	58%	58%	58%	17%	21%	19%	4.17	4.98	5.84
VIEWS	62%	57%	49%	18%	22%	18%	3.77	3.48	4.76
NATV	44%	45%	43%	16%	20%	19%	3.98	3.74	5.77
TEC/TEACH	56%	58%	50%	14%	22%	16%	3.78	3.24	4.94
FOCUS	48%	29%	n/a	14%	12%	n/a	3.10	3.39	n/a
Base:	(407)	(406)	(403)	(407)	(406)	(403)	--	--	--

000282

Awareness & Viewing of PEG Access Channels: (Profile of Respondents Summary)

		Awareness of 'Ōlelo		Watched 'Ōlelo	
Ethnicity	**Total**	**Aware (Unaided)**	**Unaware**	**Yes**	**No**
Caucasian	19%	16%	28%	22%	17%
Chinese	8	6	12	6	8
Filipino	14	12	21	21	11
Hawaiian/Part-Hawaiian	17	19	9	22	15
Japanese	22	26	10	8	29
Mixed	11	12	7	11	11
Other	9	8	11	9	9
Refused	1	1	1	2	<1
Age					
18 to 24	7%	7%	6%	6%	8%
25 to 34	22	19	34	17	25
35 to 44	18	21	11	15	20
45 to 54	18	19	15	26	14
55 to 64	17	17	16	18	17
65 and older	17	17	19	18	17
Mean	46.8	46.9	46.2	48.9	45.7
Base:	**(407)**	**(316)**	**(91)**	**(134)**	**(273)**

Note: Shaded areas show statistically significant differences between segments

000283

Awareness & Viewing of PEG Access Channels: (Profile of Respondents Summary)

		Awareness of ʻŌlelo		Watched ʻŌlelo	
Gender	**Total**	**Aware (Unaided)**	**Unaware**	**Yes**	**No**
Male	47%	47%	47%	51%	45%
Female	53	53	53	49	55
Household Income					
Less than $35,000	19%	15%	30%	21%	17%
$35,000 to <$50,000	15	15	15	13	16
$50,000 to <$75,000	18	20	14	20	18
$75,000 to <$100,000	17	17	16	18	16
$100,000+	12	14	8	12	12
Refused	19	20	17	17	20
MEAN:	***$51,470***	***$53,180***	***$45,500***	***$51,970***	***$51,230***
Base:	**(407)**	**(316)**	**(91)**	**(134)**	**(273)**

Note: Shaded areas show statistically significant differences between segments

000284

Sources of Awareness About PEG Access Channels

Sources of Awareness: PEG Access Channels

- Channel surfing remains the most widely-used method of finding PEG Access Channels, although the proportion who cited channel surfing declined since November 2006.
- Newspaper and other television guides is now the second most frequently mentioned source, followed by the Channel 12/On-screen guide and word-of-mouth from friends and family.

Q: How did you learn about these channels?		
Source	**May 2011**	**Nov. 2006**
Channel surfing	63%	74%
Newspaper & other television guides	12	5
Channel 12/On-screen guide	8	7
Word-of-mouth/friends/family	7	7
Through work or school	4	0
Online guide	2	0
Ads on other channels	2	1
I've known for a long time	2	3
Base	**(134)**	**(178)**

000286

Sources of Awareness: PEG Access Channels – Additional Findings

Additional Findings

- Older viewers 55+ years of age were more reliant than others on television listings (through either the newspaper and other television guides or Channel 12/on-screen guide) to learn about public access channels.
- A relatively greater proportion of younger viewers less than 35 years heard about PEG Access Channels via word-of-mouth from friends and family.

000287

NEIL ABERCROMBIE
GOVERNOR

BRIAN SCHATZ
LT. GOVERNOR

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KEALI'I S. LOPEZ
DIRECTOR

March 14, 2012

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Dear Ms. Lau and Mr. Kang:

Re: Time Warner Entertainment Company, L.P.'s Request for Intervention in DCCA's Public Hearing on Olelo's Application for Designation as a PEG Access Organization

This is to clarify the letter dated March 7, 2012 from the Department of Commerce and Consumer Affairs ("DCCA") to you. On page 1, the date of the letter should be March 8, 2012. On page 2, the last sentence should read: "Thus, DCCA orders 'Ōlelo to provide the information identified in Request for Documents Nos, 3, 5, and 6 to DCCA and Oceanic."

If you have any questions on the above, please do not hesitate to contact Laureen Wong, CATV Staff Attorney at (808) 586-2620.

Sincerely,

Jo Ann Uchida
Acting Deputy Director

c: Donn Yabusaki, CATV
Department of the Attorney General

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March 14, 2012

STATE OF HAWAII
CABLE TELEVISION DIVISION
COMMERCE & CONSUMER AFFAIRS
RECEIVED: DATE 3/14/2012
TIME 3:45pm

VIA HAND-DELIVERY
Ms. Cheryl Kakazu Park
Director
Office of Information Practices
250 South Hotel St., Ste 107
Honolulu, Hawai`i 96813

Re: **Request for Formal Opinion Concerning Confidential Documents of `Ōlelo Community Media**

Dear Ms. Park:

This firm represents `Ōlelo Community Media ("`Ōlelo"). `Ōlelo is a private, non-profit corporation whose mission is to promote the creation, production and cablecasting of programs by, for and about Hawaii. `Ōlelo has provided the public, educational and governmental ("PEG") Access services on O`ahu[1] for the past 21 years pursuant to written contracts with the State of Hawai`i, Department of Commerce and Consumer Affairs ("DCCA"). `Ōlelo's current contract with DCCA expires on June 30, 2012.

`Ōlelo has applied to receive "designation" as the next PEG Access contractor for O`ahu from DCCA. The designation process was placed into effect as of July 1, 2011 by Act 19 of the 2011 legislative session. It exempts the PEG Access contract award from the Hawai`i Procurement Code. See HRS § 440G-8.3 codifying Act 19. The designation process will require a public hearing which was scheduled by DCCA for March 29, 2012.

[1] `Ōlelo is a 501(c)(3) nonprofit committed to the mission: "to strengthen our island voices and advance community engagement through innovative media." `Ōlelo operates out of its main office and media center in Mapunapuna and runs eleven satellite locations including six community media centers in underserved neighborhoods like Waianae, Waipahu, Kahuku and Palolo, whose residents would not otherwise have access to video production classes or equipment or opportunities to creating programs to air on television. Through its production assistance and facilitation, `Ōlelo brings educational, cultural, government and other enriching programming to viewers on O`ahu. `Ōlelo aims to serve diverse segments of the population on O`ahu and deploys dedicated volunteers to produce programs of unique interest and benefit to the people of Hawai`i.

The funding source for ʻŌlelo's services under the DCCA contracts is the cable television company, currently Time Warner Entertainment Company, L.P. dba Oceanic Time Warner Cable ("TWE") as directed by the DCCA. TWE's funding requirements are included in the Decisions and Orders ("D&Os") issued by the DCCA with respect to the cable television franchise.

DCCA has allowed TWE to "intervene" in the public hearing process and "reasonably request supporting and clarifying documentation on an application from the applicant." See DCCA's Guidelines to Designate PEG Access Organizations Pursuant to Act 19 (SLH 2011) ("Guidelines") at p. 3 at Exhibit 1. Pursuant to such "intervention" DCCA ordered ʻŌlelo to produce documents to supplement ʻŌlelo's Application to Provide PEG Access Services Related to State of Hawaiʻi ("Application").[2]

ʻŌlelo considers many of the documents to be confidential commercial and financial documents that will compromise ʻŌlelo's competitive and commercial position and raise the cost of procurement. Although ʻŌlelo is submitting these documents to DCCA as the applicant for the PEG Access contract, DCCA is ordinarily entitled to review such documents under ʻŌlelo's existing contract with DCCA. See Exhibit 4, section C.9. at p. 6 of 1998 contract with DCCA (which has been extended to June 30, 2012). Thus, to the extent the documents are considered "Government Records" under HRS Chap. 92F, ʻŌlelo seeks a formal opinion from the Office of Information Practices ("OIP"), that such confidential documents must be withheld from public disclosure, including disclosure to TWE. Such documents "must be confidential in order for the government to avoid the frustration of a legitimate government function." See HRS § 92F-13(3).

I. Introduction

Without prejudice and subject to ʻŌlelo's objections to DCCA that disclosure of the requested documents are not relevant to ʻŌlelo's Application, ʻŌlelo is willing to disclose all documents to DCCA in response to DCCA's March 7 letter. Some of the documents are confidential commercial and financial information or otherwise contain confidential proprietary

[2] See Exhibit 2, March 7, 2012 letter (received March 8, 2012) from Jo Ann Uchida to Brian Kang (counsel for TWE) and Terry E. Thomason and Corianne W. Lau (counsel for ʻŌlelo) concerning information and documents requested further to ʻŌlelo's Application. Exhibit 3 is a copy of the requests for information ("RFIs") and documents ("RPODs") referred to in Exhibit 2. ʻŌlelo responded on February 3, 2012 but TWE was not satisfied with the responses. It demanded additional information and documents on March 1, 2012. ʻŌlelo objected on March 8, 2012 and DCCA issued its March 7 letter on March 8, 2012. DCCA has since clarified that requests for document 4 and 8 do not need to be furnished.

information. Some documents are subject to a protective order issued by arbitrator David Karlen of the Office of Administrative Hearings, DCCA. All such confidential documents must be withheld from public review, including review by TWE. `Ōlelo is entitled to maintain the confidentiality of the documents because their disclosure would frustrate legitimate government functions.

The Hawai`i Supreme Court ruled that `Ōlelo is not an agency subject to the Uniform Information Practices Act ("UIPA"). *`Ōlelo: the Corporation for Community Television v. Office of Information Practices*, 116 Haw. 337, 173 P.3d 184 (Haw. 2007). See Exhibit 5. `Ōlelo is aware that OIP has taken the position that if an agency retains the right to review records held by a company under a government contract, those records would be considered to be "government records" under the Uniform Information Practice Act ("UIPA"). See OIP Op. Ltr. No. 95-8. DCCA has also informed `Ōlelo in the past that it agrees with this view. As such, `Ōlelo requests a formal opinion that DCCA must not publicly disclose the confidential documents.

II. Government Records Required to be Withheld under HRS § 92F-13

Government records that are excerpted from disclosure are listed in HRS § 92F-13:

> §92F-13 Government records; exceptions to general rule. This part shall not require disclosure of:
>
> (1) Government records which, if disclosed, would constitute a clearly unwarranted invasion of personal privacy;
>
> (2) Government records pertaining to the prosecution or defense of any judicial or quasi-judicial action to which the State or any county is or may be a party, to the extent that such records would not be discoverable;
>
> (3) Government records that, by their nature, must be confidential in order for the government to avoid the frustration of a legitimate government function;
>
> (4) Government records which, pursuant to state or federal law including an order of any state or federal court, are protected from disclosure; and
>
> (5) Inchoate and draft working papers of legislative committes including budget worksheets and unfiled committee reports; work

> product; records or transcripts of an investigating committee of the legislature which are closed by rules adopted pursuant to section 21-4 and the personal files of members of the legislature.

Legislative history of the UIPA reveals that confidential and proprietary information of a contractor can be withheld if their disclosure would cause "frustration of legitimate government function" as described below:

> The following are examples of records which need not be disclosed, if disclosure would frustrate a legitimate government function.
>
> . . . .
>
> (3) **Information which, if disclosed, would raise the cost of government procurements** or give a manifestly unfair advantage to any person proposing to enter into a contract or agreement with an agency ...;
>
> . . . .
>
> (6) **Proprietary information**, such as research methods, **records and data**, computer programs and software and **other types of information** owned by an agency or **entrusted to it**;
>
> (7) Trade secrets or **confidential commercial and financial information**....

Sen. Stand. Comm. Rep. No. 2580, in 1988 Senate Journal, at 1093-95 (cited in *Kaapu v. Aloha Tower Dev. Corp.*, 74 Haw.365, ___, 846 P.2d 882, 892 (1993)) (emphases added).

`Ōlelo's confidential documents are therefore protected from disclosure under HRS 92F-13 (3) because they are government records that, by their nature, must be confidential in order for the government to avoid the frustration of a legitimate government function. If `Ōlelo's confidential documents are publicly available, `Ōlelo will be placed at a competitive and commercial disadvantage, thereby increasing the cost of government procurement. In addition, contractors will be discouraged from competing for government contracts if they are forced to disclose confidential financial information, which will minimize or eliminate competition and drive up the cost of procurement.

III. Ongoing "Designation" Process is an Open Procurement; Confidential Competitively Sensitive Documents Must be Maintained as Confidential

`Ōlelo is in the midst of a "designation" process under which it is undergoing scrutiny that may or may not result in its designation as the PEG Access contractor. There is no assurance `Ōlelo will be selected. DCCA may reject `Ōlelo or hold its application in abeyance while it re-opens the application process to accept applications from other companies and organization that wish to compete for the contract. Competing potential applicants may plan to attend `Ōlelo's public hearing in order to obtain information that will enable it to compete against `Ōlelo this contract cycle or the next.

In addition, Act 19 will "sunset" and be repealed as of June 30, 2014. After that time, `Ōlelo will be required to compete for the contract under the Procurement Code, HRS Chap. 103D.

As such, `Ōlelo's financial information concerning its internal budgets, staffing and programmatic expenditures, is proprietary information that would give an unfair advantage to potential competitors. To a competitor seeking award of the PEG Access contract, these competitively sensitive confidential financial documents would provide a valuable roadmap as to staffing, programmatic and operational requirements, and other proprietary means and methods of performing the work.

The documents at issue contain information regarding `Ōlelo's methods, techniques and processes in the staffing and organization of personnel for provision of PEG Acccess services. This information derives independent economic value because it is not readily ascertainable by `Ōlelo's competitors. `Ōlelo spent years developing its methods, techniques and processes to provide PEG Access services. Further, the information discloses staffing and organization of personnel, which has independent economic value as it has allowed `Ōlelo to successfully perform the PEG Access contracts in the past. Allowing prospective competitors of `Ōlelo access to such information would enable them to obtain unfairly, the economic value that `Ōlelo developed to maximize its internal efficiency. Finally, `Ōlelo has safeguarded details regarding its approach to PEG Access services, including its staffing ratios, programmatic and operational expenses, budgets and plans, and has not revealed such information outside of the company or other than in confidential proceedings or under seal.

In the context of a procurement, proposals can be withheld from disclosure due to competitive reasons:

> The submissions required of a proposed developer by an RFP, pursuant to ATDC Rule 15-26-44(5), clearly fall within one or more of the classes of information described in the legislative history

> set forth above. Public disclosure of development proposals — involving proprietary and other confidential information, such as trade secrets and confidential commercial and financial data — prior to final negotiation of a long-term lease could foreseeably give an unfair competitive advantage to other developers in the **event negotiations were to break down**. Concern over this risk could cause developers to offer up deliberately vague plans or decline to submit development proposals altogether. The likely result would be fewer submissions and an increase in the cost of government procurements.
>
> In light of the above, we believe that the only reasonable construction of development proposals submitted pursuant to ATDC Rule 15-26-44 **that is consistent with the relevant legislative history of the UIPA is that they are government records that, by their nature, must be kept confidential in order to avoid the frustration of a legitimate government function within the meaning of HRS § 92F-13(3). We therefore hold that the UIPA, HRS chapter 92F, did not require the ATDC to disclose the development proposals.**

Kaapu v. Aloha Tower Dev. Corp., 74 Haw.365, ___, 846 P.2d 882, 892 (1993) (emphases added).

Even though this PEG Access procurement is exempt from HRS Chap. 103D, there is no assurance that ʻŌlelo will be awarded the PEG Access contract. Similar to the Aloha Tower procurement where negotiations could break down, DCCA could decide to re-open the application process to allow competitors to submit applications for the PEG Access contract.

Additionally, the release of the confidential competitive financial information will impact competition now and after the repeal of Act 19 because the disclosure will reveal to ʻŌlelo's prospective competitors ʻŌlelo's internal costs and pricing structures, which could allow future competitors to anticipate ʻŌlelo's contract pricing and thereby place ʻŌlelo in an unfair competitive position. OIP Op. Ltr. No. 97-04 at 6-7; see also *Gulf & Western Indus. v. United States*, 615 F.2d 527, 530-31 (D.C. Cir. 1979); *Braintree Electric Light Dep't v. Dep't of Energy*, 494 F.Supp. 287, 290 (D. D.C. 1980); *SMS Data Products Group, Inc. v. United States Dep't of the Air Force*, 1989 WL 201031, at *4 (D. D.C. 1989).

In Opinion Letters No. 90-03, the OIP found that Revenue Audit Reports that contain detailed balance sheet data should be protected under UIPA if its disclosure would likely cause substantial competitive harm and if the concessionaire is engaged in actual competition. OIP

Op. Ltr. No. 90-03, at 10. The OIP has also found that import permits, inspection reports, shipping manifests, and invoices maintained by the Department of Agriculture concerning the importation of green coffee beans that reveal the price or quantity of the imported green coffee beans contain confidential commercial and financial information because disclosure likely would result in substantial competitive harm to the importer. OIP Op. Ltr. No. 94-14, at 6. Under the analyses in those Opinion Letters `Ōlelo's detailed cost and pricing information should be exempt from disclosure.

IV. `Ōlelo's Commercially Sensitive Documents Must be Kept Confidential

`Ōlelo's confidential commercial documents are those that detail `Ōlelo's dealings with vendors, suppliers, services, tenants and other commercial contractors who provide services or goods, or who otherwise contract with `Ōlelo. Information or documents concerning internal financial operations of `Ōlelo do not fall within any category of a "government record" required to be disclosed under HRS 92F-12. Documents of past and future estimated payments by `Ōlelo that may be considered "government records" must therefore be withheld from the public because they would reveal vendor-sensitive payments for goods and services. This will diminish `Ōlelo's bargaining position to get the best rates and prices in the future as market rates often change. Budget projections of payments are even more sensitive as they reveal to suppliers and servicers how much `Ōlelo is willing to pay, thereby eliminating `Ōlelo's ability to negotiate for the best price. Tenant rents are confidential due to individualized negotiations that would be skewed against `Ōlelo if prospective tenants knew all the terms of past tenants' leases.

If such documents are disclosed to the public, `Ōlelo's costs will rise and its ability to provide services to the public will decrease, thereby increasing the cost of procurement.

V. Documents Are Required to be Maintained as Confidential Pursuant to a Stipulated Protective Order under a DCCA-Sponsored Arbitration

`Ōlelo maintains documents that were produced to TWE and/or introduced into evidence in connection with a DCCA-ordered arbitration over capital funding required to be paid by TWE to DCCA for `Ōlelo's use, conducted by David Karlen, Esq., Senior Hearings Officer of the Office of Administrative Hearings, CTV-2011-1. The arbitration was held on dates in November, 2011 through January, 2012 between TWE and `Ōlelo, and the decision is still pending. The documents are confidential and protected by the Stipulation and Order Governing Confidentiality of Documents, filed on October 7, 2011 ("Stipulation") in the arbitration. Documents protected by and subject to the Stipulation cannot be used or disclosed outside the arbitration. `Ōlelo is willing to allow DCCA (as the arbitration authority) to review the capital budgets in confidence but such documents cannot be publicly released.

VI. Specific Confidential Documents Requested to be Produced

DCCA has requested the documents listed below or information that is found in those documents. `Ōlelo maintains the following documents as confidential:

A. Tenant Information: Lease Agreements - Lease Term Information and Rental Income 2005-2011 (TWE RFI # 13 & 14)

DCCA has requested information about `Ōlelo's private arrangements with third-party tenants that is contained in tenant leases.[3] `Ōlelo has already disclosed the square footage of the areas leased by tenants, the term of each lease and the aggregate amounts of tenant rents. Although the amounts of individual lease rent revenues are not pertinent to Olelo's use of funds paid through DCCA, `Ōlelo is willing to allow DCCA to review the lease agreements confidentially.

Reason for Withholding From the Public Under UIPA: The lease documents fall within the document description in Section V above. `Ōlelo's commercial position in leasing space in its building will be compromised if individual confidential lease terms and rates are publically disclosed. Prospective tenants would refuse to pay higher rates than previous tenants may have paid for the space if the information about lease rents is made public. If the public disclosure causes rental income to decrease or discourages any tenant from contracting with `Ōlelo, `Ōlelo will be required to use more cable operating fees for its expenses and/or cut back on services provided under its DCCA contract. The cost of this procurement will thus increase due to the disclosure.

In addition, private contractor lease documents are not included in the list of government records required to be disclosed under HRS § 92F-12 and must be maintained as confidential contractor financial information.

---

[3] Excerpts of requests to which the responses are confidential include the following:
13. ". . . For each tenant that `Olelo leases space to within its building, please identify . . . the lease terms (including, but not limited to, the lease rate . . .).
14. Please state the amount of rental income from each tenant that `Olelo has received for each of the years 2005 to 2011.

B. `Ōlelo's Budget and Finance Documents

DCCA has requested internal budget and expense documents that `Ōlelo maintains as confidential.[4] `Ōlelo has no problem with DCCA's confidential examination of any and all of its confidential financial documents. DCCA is charged with determining whether `Ōlelo should be the designated PEG Access provider pursuant to the published Guidelines. One of the standards in the Guidelines is `Ōlelo's "financial capability" to provide the PEG access services DCCA requires. The designation is not and should not be delegated to TWE or any other entity that may have its own agenda at odds with the public interest, such as minimizing funding for PEG Access activities. As DCCA is the agency making the designation and determining `Ōlelo's "financial capability", there is no public interest in reviewing `Ōlelo's internal financial documents. As such, `Ōlelo's confidential financial documents are protected from public disclosure under HRS 92F-13 and should not used for purposes that facilitate TWE's or others' self-interest.

1. `Ōlelo's Operating Budgets (2005-2017)(TWE's RPOD #3), all "Budget to Actual" Reports (2005 to 2011((TWE's RPOD #5), and the October 2010 financial projection for operating (for fiscal years ending December 31, 2011 through 2015) and capital expenses (for fiscal years ending December 31, 2011 through 2018) referred to on P. 23 of the 2011 `Ōlelo Audit (TWE's RPOD #6)

Reason for Withholding From the Public under UIPA The documents fall within the confidential documents categories described in Sections III and IV above. `Ōlelo's operating budgets are competitively and commercially sensitive and must be kept confidential. As in the *Kaapu* case, the "designation" process is similar to "negotiations" in a competitive procurement. The negotiations could fall through as easily as the designation process could fall short. DCCA could re-open the application process or determine `Ōlelo should not be selected.

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[4] Excerpts of requests to which the responses are confidential include the following:

3. All `Ōlelo operating budgets (in the most detailed form kept by `Ōlelo in its files and including, but not limited to, the "very detailed annual operating budgets" referred to on P. 23 of the 2011 `Ōlelo Audit) for each of the years 2005 to 2017.

4. All `Olelo capital budgets (in the most detailed form kept by `Ōlelo in its files) for each of the years 2005 to 2017.

5. All budget to actual results reports for each of the years 2005 to 2011, including, but not limited to, the "budget to actual results [reports] for fiscal years 2006 through 2010" referred to on P. 23 of the 2011 `Ōlelo Audit.

6. The October 2010 financial projection for operating (for fiscal years ending December 31, 2011 through 2015) and capital expenses (for fiscal years ending December 31, 2011 through 2018) referred to on P. 23 of the 2011 `Ōlelo Audit.

Other competitors would have had access to `Ōlelo's confidential and proprietary documents and information, which would place `Ōlelo at a competitively disadvantaged position.

2. All `Ōlelo Capital Budgets (2005-2017) (TWE's RPOD #4)

Reason for Withholding From the Public under UIPA: The capital budgets are confidential competitive and commercial documents that fall within the categories described in Sections III, IV and V above. The arbitrator upheld the confidentiality of the capital budgets for the years 2011 -2014 despite TWE's efforts to "declassify" the documents numerous times during the arbitration. The documents must be withheld due to the Stipulation as well as for HRS § 92F-13(3) reasons.

Capital budgets for the years prior to 2011 and after 2014 are confidential financial documents containing commercially sensitive information not required to be disclosed under HRS § 92F-12, and protected under HRS § 92F-13(3).

3. Capital Expenditure and Budget Information Relating to Building and Tenant Spaces (TWE RFI #s 15 & 16)

DCCA requests that `Ōlelo disclose information from its financial records concerning use of capital funds.[5] Documents reflecting all past capital fund expenditures fall within the confidential document category described in Section IV, commercially sensitive information. Documents reflecting capital fund budgeted information for 2011-2014 fall within the categories described in Sections IV and V, commercially sensitive information and documents protected under the Stipulation.

All of the specific documents described above must be withheld from public disclosure pursuant to HRS § 92F-13(3).

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[5] 15. Please state whether `Olelo, from 2005 to the present, has used capital funds received from Oceanic through the State of Hawaii to improve areas of Olelo's building that provide any direct or indirect benefit to any tenants in `Olelo's building. If `Olelo responds in the affirmative, please state the amount and the percentage of capital funds that have been used for the direct or indirect benefit of `Olelo's tenants from 2005 to the present, and separately list all such expenditures.

16. Please state whether 'Olelo, from 2012 to 2017, plans to use capital funds received from Oceanic through the State of Hawaii to improve any areas of `Olelo's building that directly or indirectly benefit any tenants in `Olelo's building. If 'Olelo responds in the affirmative, please state the amount and the percentage of capital funds that `Olelo plans to use for the direct or indirect benefit of `Olelo's tenants from 2012 to 2017, and separately list all such planned expenditures.

Please contact us concerning your formal opinion on the confidentiality of the above-referenced documents as soon as possible.

Very truly yours,

Terry E. Thomason
Corianne W. Lau
Jessica Wong Lavarias

TET/CWL/JWL:clm

cc: Laureen Wong, Esq. (DCCA)

September 2, 2011

DCCA'S GUIDELINES TO DESIGNATE PEG ACCESS ORGANIZATIONS PURSUANT TO ACT 19 (SLH 2011)

In April 2011, the Legislature passed Act 19 (SLH 2011) ("**Act 19**") and authorized the Department of Commerce and Consumer Affairs ("**DCCA**") to designate public, educational, and governmental ("**PEG**") access organizations to oversee the development, operation, supervision, management, production, and broadcasting of programs of PEG access facilities and equipment; provided that such designation is exempt from the State's Procurement Code ("**Code**") in HRS chapter 103D. Act 19 became effective on July 1, 2011 and will be repealed on June 30, 2014.

The following Guidelines to Designate PEG Access Organizations ("**Guidelines**") have been established to implement the new requirements of Act 19.

PEG Access Services

DCCA seeks to negotiate PEG access services contracts with PEG access providers to, at a minimum, provide the following in the City and County of Honolulu, Hawaii County, Kauai County, and Maui County:

- Oversee and assist in the development, operation, supervision, management, production, and broadcasting/cablecasting of programs on the PEG access channels provided by cable operators;
- Provide PEG access services to the public, educational institutions, and governmental entities;
- Acquire, operate, and maintain PEG access facilities and equipment;
- Maintain accurate records of the PEG access services provided and use of the funds provided by cable operators; and
- Provide reports, financial statements, and other information requested by DCCA (a designated PEG access organization is subject to annual management and financial audits).

Compensation

The current PEG access organizations are paid three per cent (3%) of a cable operator(s)' gross revenue from a franchise area as Access Operating

EXHIBIT 1

Fees ("**AOFs**"); except that the AOFs fees for the Oahu PEG access organization is currently capped via a formula. The PEG access organizations also currently receive annual capital contributions from cable operators which is approximately $3 per subscriber in each franchise area or at a pre-determined amount. Final compensation is subject to negotiation.

If a service is not required under these Guidelines or the resulting Contract, a designated PEG access organization may assess a reasonable charge to the public, educational institutions, or governmental entities requesting or using such a service.

Filing an Application

A written application for designation shall, at a minimum, contain the following information:

- Proof that the applicant is a nonprofit organization;
- Description of the organizational structure;
- Description of the specific PEG access services the applicant is proposing to provide to the public, educational institutions, and governmental entities;
- Any additional services, if any, the organization proposes to provide the State and public;
- The organization's short-term and long-term plans for PEG access services in a designated franchise area;
- The financial capability of the organization;
- The management, technical and operational ability and experience of the organization, and its existing or proposed staff, to provide the PEG access services;
- The organization's prior experience, if any, in providing PEG access services, and/or any other broadcast or cablecast and telecommunications experience;
- The amount of funding required by the organization to provide the PEG access services;
- The ability of the organization to provide reports, audits, and other information to the Director;
- Whether the organization agrees to expand the marketplace of ideas, and is committed to allowing members of the public to express their First Amendment free speech rights;
- Support for educational entities as currently provided to Hawai'i Educational Network Consortium ("**HENC**") on Oahu and Maui Community College ("**MCC**") and the Department of Education – Maui District ("**MDOE**"), collectively referred to as Maui Educational Network Consortium ("**MENC**");

- The organization's prior dealings and relationships with the State, if any; and
- At least three (3) references that DCCA may contact.

Ownership of PEG Access Facilities and Equipment

An applicant shall agree to transfer to DCCA or its designee all PEG access facilities and equipment purchased with the AOFs and/or capital contributions during the term of the resulting Contract, and all unspent AOFs and capital contributions provided during the term of the resulting Contract, upon termination of the Contract.

The incumbent PEG access organization shall specify its position on the ownership issue of the PEG access facilities and equipment purchased with the AOFs and/or capital contributions prior to the resulting Contract, and all unspent AOFs and capital contributions provided prior to the resulting Contract (i.e., specify what happens to these assets and unspent funds if its current PEG access services contract is terminated); and how it intends to resolve this PEG assets ownership issue with DCCA.

Public Hearing

Upon receipt of a completed application and acceptance for filing, DCCA shall hold a public hearing on each island within a local franchise area to afford the public the opportunity to submit oral or written input and comments on the application and/or applicant, and allows interested parties to intervene.

Upon a timely request, and at the discretion of DCCA, any interested person may be permitted to intervene in the public hearing, if that person has a substantial interest in the outcome of the designation of the applicant as a PEG access organization; provided that no intervention shall be permitted if the intervention unduly delays the public hearing or has been filed to harass, hinder, or prejudice the rights of an applicant as determined solely by DCCA. A person that is permitted to intervene shall only be allowed to intervene during the public hearing. The permitted intervening party shall be allowed to submit written questions about an application to the applicant prior to the public hearing, and reasonably request supporting and clarifying documentation on an application from the applicant.

Cable Advisory Committee

Prior to designating a PEG access organization, the Director shall submit the completed application(s) and comments received at the public hearing or elsewhere to members of the Cable Advisory Committee ("**CAC**") for advice.

Designation by DCCA

After receiving the CAC's advice on any application, the Director shall determine whether to designate a PEG access organization. In making this determination, the Director shall consider the factors or criteria in section 1 of Act 19 and HAR section 16-131-70(c).

The Director shall ensure that the terms and conditions required for the operation of a designated PEG access organization are fair to the public, taking into account the geographic, topographic, and economic characteristics of the service area and the economics of providing cable access in the franchise service area. In this regard, the Director shall consider the size and particular circumstance of the franchise service area, public input received during the designation process, and the resources available to compensate the PEG access organization.

Subsequent Contract

Upon selection by the Director, the applicant shall be required to enter into a contract with DCCA for the provision of PEG access services. The term of the initial contract shall be five (5) years with the option to extend additional terms subject to renewal proceedings.

Modification of Guidelines

The Director may modify or change these Guidelines at any time.

NEIL ABERCROMBIE
GOVERNOR

BRIAN SCHATZ
LT. GOVERNOR

STATE OF HAWAII
OFFICE OF THE DIRECTOR
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
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P.O. Box 541
HONOLULU, HAWAII 96809
Phone Number: 586-2850
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KEALI'I S. LOPEZ
DIRECTOR

March 7, 2012

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Terry E. Thomason, Esq.
Corianne W. Lau, Esq.
Alston Hunt Floyd & Ing
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Dear Messrs. Kang and Amemiya:

Re: Time Warner Entertainment Company, L.P.'s Request for Intervention in DCCA's Public Hearing on Olelo's Application for Designation as a PEG Access Organization

The Department of Commerce and Consumer Affairs ("**DCCA**") received Time Warner Entertainment Company, L.P.'s ("**TWE**") March 1, 2012 letter requesting that DCCA order 'Ōlelo Community Media's ("**'Ōlelo**") to produce certain information by March 12, 2012. According to its letter, TWE, through its Hawaii Division, Oceanic Time Warner Cable ("**Oceanic**"), represented that: (1) 'Ōlelo's February 3, 2012 responses ("**'Ōlelo's response**") to Oceanic's January 27, 2012 requests for information and production of documents ("**Oceanic's Information Request**") are incomplete and deficient; and (2) 'Ōlelo refused to provide basic information in response to Oceanic's requests for production of documents that are highly relevant and material to the criteria that must be applied in evaluating 'Ōlelo's October 25, 2011 Application to Provide Public Access Services ("**Application**").

On March 8, 2012, 'Ōlelo submitted a response to Oceanic's March 1, 2012 letter. 'Ōlelo argued that Oceanic misunderstood 'Ōlelo's earlier responses or incorrectly portrayed 'Ōlelo's interest in maintaining certain documents as confidential, as lacking in transparency.

After review and consideration of the submissions by Oceanic and 'Ōlelo on this matter, the DCCA determines that some of the information and documents requested by Oceanic may be relevant to DCCA (and Oceanic and the public) in reviewing 'Ōlelo's finances, assets, and operations in the PEG designation process.

EXHIBIT 2

Accordingly, pursuant to HRS section 440G-8.3(b) and DCCA's September 2, 2011 "Guidelines to Designate PEG Access Organizations Pursuant to Act 19 (SLH 2011)", DCCA addresses the requests for additional information and documents in Oceanic's March 1, 2012 letter as follows:

1. Information regarding 'Ōlelo's tenants (Request for Information Nos. 13, 14, 15, and 16) -

   DCCA believes that the requested information may be relevant because it pertains to Olelo's use of the funds provided by Oceanic to Olelo. In these information requests, it is alleged that Olelo may be using some of these funds for the benefit of its tenants in Olelo's building as opposed to purely PEG purposes. Because the requested information may demonstrate how Olelo uses its funds for PEG versus non-PEG purposes, DCCA orders Olelo to provide the information identified in Request for Information Nos. 13, 14, 15, and 16 to DCCA and Oceanic.

2. Information and documents relating to arbitration proceeding involving 'Ōlelo regarding 'Ōlelo's PEG capital funding requests for 2012 to 2014 (Request for Information Nos. 18, 19 and 20; Request for Documents No. 2, 4)

   DCCA is not a party to the arbitration proceeding and is not aware of the evidence and documents Oceanic and Olelo have submitted during the arbitration. In addition, DCCA does not know which types of information were discoverable and conversely, subject to confidentiality. Because the discovery phase has ended, the arbitration hearing has been concluded, and the parties are awaiting the arbitrator's decision, DCCA declines to address issues that may relate to and/or intrude upon the arbitration process.

3. Documents relating to Olelo's budgets and finances (Request for Documents Nos. 3, 4, 5, 6, 8, and 10)

   'Ōlelo claims that these budgets and/or transaction registers are confidential due to their proprietary, and/or competitively sensitive nature; however, Olelo does not sufficiently justify why this information is confidential, proprietary, or competitively sensitive. As Oceanic notes there are no other "competitors" to 'Ōlelo for designation as a PEG access organization on Oahu. 'Ōlelo has not demonstrated how the requested budget information will cause competitive harm. DCCA agrees that 'Ōlelo's detailed operating budgets and budgets to actual results are relevant to 'Ōlelo's past spending on services and how it intends to manage operating funds in the future if designated as an Oahu PEG access organization. Thus, DCCA orders Olelo to provide the information identified in Request for Documents Nos. 3, 4, 5, 6, and 8 to DCCA and Oceanic.

With respect to Request for Documents No. 8, (all purchasing transaction registers or similar documents describing all actual operating and capital expenditures from 2005 to the present), DCCA believes that this request may involve potentially thousands of entries and would be overly burdensome for 'Ōlelo to respond to.

With respect to Request for Documents No. 10 (all documents from 2005 to the present that relate or refer to any plans or efforts by Olelo to raise funds from sources other than Oceanic or the State of Hawaii), DCCA believes that the request information may be relevant because in a 2011 'Ōlelo audit, auditors Merina & Co. ("Merina"), determined that 'Ōlelo's use of its resources to pay for services had exceeded the available operating funds and that this practice could not continue for much longer. Merina recommended that either 'Ōlelo's spending had to be brought in line with its available resources, or its funding had to be increased. If 'Ōlelo's funding by the cable operators is capped and not increased, then 'Ōlelo's plans or efforts to raise outside funds are relevant if it is going to maintain the services described in its Application. Accordingly, DCCA orders Olelo to provide the information identified in Request for Documents No. 10 to DCCA and Oceanic.

4. Documents relating to viewership of Olelo's channels from 2005 to 2010 (Request for Documents No. 9)

'Ōlelo claims that its records are incomplete and may be inaccurate because Oceanic has not provided it with viewership information on a consistent basis. Nevertheless, despite the possible incomplete nature of these records, believes that the requested information pertains to the usage of Olelo's PEG services by the public. Thus, DCCA orders 'Ōlelo to provide the information identified in Request for Documents No. 9 to DCCA and Oceanic.

As you know, the public hearing on 'Ōlelo's Application is scheduled for March 29, 2012, at 6:00 p.m., at Washington Middle School. To ensure that DCCA, Oceanic, and the public have sufficient time to review the information and documents above, DCCA orders Olelo to provide the information and documents above by March 14, 2012.

If you have any questions on the above, please do not hesitate to contact Laureen Wong, CATV Staff Attorney at (808) 586-2620.

Sincerely,

Jo Ann Uchida
Acting Deputy Director

c: Donn Yabusaki, CATV
Department of the Attorney General

IN THE DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
STATE OF HAWAII

APPLICATION TO PROVIDE PEG ACCESS SERVICES
ON OAHU BY 'OLELO COMMUNITY MEDIA

INTERVENOR TIME WARNER ENTERTAINMENT COMPANY, L.P., DBA OCEANIC TIME WARNER CABLE'S REQUEST FOR INFORMATION AND PRODUCTION OF DOCUMENTS TO 'OLELO COMMUNITY MEDIA

JANUARY 27, 2012

COMES NOW Intervenor Time Warner Entertainment Company, L.P. dba Oceanic Time Warner Cable ("Oceanic"), and pursuant to Act 19, Session Laws of Hawaii (2011), the Department of Commerce and Consumer Affairs ("DCCA") Guidelines to Designate PEG Access Organizations Pursuant to Act 19 (SLH 2011) dated September 2, 2011, and the DCCA's letter dated January 20, 2012 granting Oceanic's request to intervene, hereby requests that Applicant 'Olelo Community Media ("'Olelo") answer the following Requests for Information separately and fully in writing and provide the documents requested herein by February 3, 2012.

When answering and responding to these Requests for Information, 'Olelo is requested to furnish all information known to 'Olelo, and any other person acting on 'Olelo's behalf. If 'Olelo cannot answer or respond in full after exercising due diligence to secure the information, please answer or respond, to the extent possible, specifying the reason or reasons for 'Olelo's inability to answer or respond to the remainder.

If any information is withheld under any grounds, state the nature of the privilege or other basis claimed and provide sufficient information to permit a full determination of whether the claim is valid.

EXHIBIT 3

If 'Olelo objects to any portion or subpart of a request for information or objects to providing certain information requested, state 'Olelo's objection and answer any unobjectionable portion(s) or subpart(s) of the request for information and/or supply the unobjectionable information requested.

These requests are to be considered as continuing and 'Olelo must provide, by way of supplementary answers, such additional information as 'Olelo or any other person(s) acting on 'Olelo's behalf may hereafter obtain which will supplement or otherwise modify any responses.

Requests for Information

1. 'Olelo's 1998 contract with the DCCA provided in part that "Along with its strategic plan, 'Olelo shall submit a long-range plan which shall include, at a minimum, measurable objectives and schedules whereby operations and maintenance, repair, and replacement of equipment and facilities would no longer be solely or largely dependent upon Access Fees and the Facilities and Equipment Fund." Please describe in detail the long-range plan for self-sufficiency that 'Olelo was required to develop pursuant to its contract with the DCCA.

2. The 2011 Performance Audit of 'Olelo Community Television dba 'Olelo Community Media dated December 19, 2011 ("2011 'Olelo Audit") states on Pages 26-27 that 'Olelo, as of November 4, 2011, was not in compliance with its agreement with the DCCA prohibiting the commingling of 'Olelo's operating funds and capital funds. 'Olelo represented to the DCCA on November 11, 2011 that it would separate all of the operating funds and capital funds into their respective accounts by "year end." Please state why 'Olelo, as of November 4, 2011, was not in compliance with its contract with the DCCA prohibiting the commingling of 'Olelo's operating funds and capital funds, and please state whether 'Olelo has completed the separation of its operating funds and capital funds into their respective accounts.

3. Please state the amount of cash or marketable securities or other liquid assets held by 'Olelo as of December 31 for each of the years 2005 to 2011.

4. Please state the amount of 'Olelo's operating reserve as of December 31 for each of the years 2005 to 2011.

5. Please state the amount of 'Olelo's capital reserve as of December 31 for each of the years 2005 to 2011.

6. Please state and describe in detail separately the source and amount of all money obtained by 'Olelo for each of the years 2005 to 2011 (other than from the State of Hawaii or Oceanic). Please break down by source the amount from any source in excess of $10,000. Please describe whether moneys were in the form of gifts or fees or were obtained from other sources.

7. Please state the source and amount of money that 'Olelo expects to receive from sources other than the State of Hawaii and Oceanic for each of the years 2012 to 2017.

8. Please state whether 'Olelo uses all of the interest and investment income earned from its restricted facilities and equipment fund for PEG capital purposes. If 'Olelo does not use all of the interest and investment income from its restricted facilities and equipment fund for PEG capital purposes, please describe in detail the amount of interest and investment income earned from restricted funds and used for other purposes for each of the years 2005 to 2011, and 'Olelo's reason(s) for doing so.

9. Please state the amount of money that 'Olelo has spent for equipment to stream its programming on the Internet for each of the years from 2005 to 2011. Please break down these amounts for each year between moneys spent for capital items and moneys spent for expenses.

10. Please state the amount of money that 'Olelo plans to spend for equipment to stream its programming on the Internet for each of the years from 2012 to 2017.

11. Please state the amount of money that 'Olelo plans to spend in operating expenses to stream its programming on the Internet for each of the years from 2012 to 2017.

12. Please state the date that 'Olelo acquired its building and leasehold interest at 1122 Mapunapuna Street, the total cost to acquire the building and leasehold interest, and the source (and amounts) of all funds used to acquire the building and leasehold interest.

13. Please identify all tenants that 'Olelo currently leases space to in its building at 1122 Mapunapuna Street, Honolulu, Hawaii 96819. For each tenant that 'Olelo leases space to within its building, please identify the location that each tenant occupies, the square footage of the leased space, and the lease terms (including, but not limited to, the lease rate and term of the lease).

14. Please state the amount of rental income from each tenant that 'Olelo has received for each of the years 2005 to 2011.

15. Please state whether 'Olelo, from 2005 to the present, has used capital funds received from Oceanic through the State of Hawaii to improve areas of 'Olelo's building that provide any direct or indirect benefit to any tenants in 'Olelo's building. If 'Olelo responds in the affirmative, please state the amount and the percentage of capital funds that have been used for the direct or indirect benefit of 'Olelo's tenants from 2005 to the present, and separately list all such expenditures.

16. Please state whether 'Olelo, from 2012 to 2017, plans to use capital funds received from Oceanic through the State of Hawaii to improve any areas of 'Olelo's building that directly or indirectly benefit any tenants in 'Olelo's building. If 'Olelo responds in the affirmative, please state the amount and the percentage of capital funds that 'Olelo plans to use for the direct or indirect benefit of 'Olelo's tenants from 2012 to 2017, and separately list all such planned expenditures.

17. On Page 46 of 'Olelo's Application, 'Olelo states that "Unlike capital assets obtained by 'Olelo after 1998, 'Olelo retains all rights and title to capital assets accumulated by 'Olelo prior to the 1998 renegotiated agreement, even upon termination or expiration of the new agreement." Please identify each and every such capital asset currently held by 'Olelo. Please state whether 'Olelo's believes it will continue to own its own building at 1122 Mapunapuna Street (and all improvements) if it is not awarded the DCCA Contract, and the detailed basis for that position.

18. Please state whether 'Olelo will consent to waiving or releasing its claim of confidentiality regarding documents and testimony that 'Olelo has marked "confidential" that were produced and introduced in the proceeding entitled In the Matter of the Arbitration of 'Olelo Community Media, Petitioner vs. Time Warner Entertainment Company, L.P. dba Oceanic Time Warner Cable, Respondent, CTV-2011-1, In the Office of the Administrative Hearings Department of Commerce and Consumer Affairs, State of Hawaii (for the determination of 'Olelo's PEG capital funding needs from 2012-2014), so that DCCA and the public may consider this information in connection with 'Olelo's application. If 'Olelo refuses to waive or release its claim of confidentiality, please describe in detail the reason(s) for 'Olelo's refusal.

19. Please state the total amount of PEG capital funding that 'Olelo requested from Oceanic at the commencement of the 'Olelo Capital Funding Proceeding.

20. Please state the total amount of PEG capital funding that 'Olelo requested from Oceanic at the close of the evidence of the 'Olelo Capital Funding Proceeding.

21. Please state the amount for each of the years between 2005 to 2011 that 'Olelo has spent on advertising.

22. Please state the amount of money that 'Olelo has received from Hawaiian Telcom to date pursuant to Hawaiian Telcom's franchise agreement with the State of Hawaii.

23. Please state the amount of money that 'Olelo is projecting to receive from Hawaiian Telcom from 2012 to 2017 pursuant to Hawaiian Telcom's franchise agreement with the State of Hawaii.

24. Please state the hours of State government programming that 'Olelo itself produced (as a percentage of the total programming broadcast on 'Olelo's channels) for 2011.

25. Please state the hours of City and County of Honolulu government programming that 'Olelo itself produced (as a percentage of the total programming broadcast on 'Olelo's channels) for 2011.

26. Please state the hours of educational programming that 'Olelo itself produced (as a percentage of the total programming broadcast on 'Olelo) for 2011.

27. Please state the hours of public access programming that 'Olelo itself produced (as a percentage of the total programming broadcast on 'Olelo) for 2011.

28. Please state why 'Olelo's proposal for increased funding and expansion of government programming should be included in a new contract with the DCCA in light of the requirement in Oceanic's franchise to provide digital state-wide government channels for the State of Hawaii and City and County of Honolulu, and Oceanic's franchise provides that the government entities shall bear the cost for any facilities and equipment to implement such channels.

29. Please state why 'Olelo proposal to continue to be involved in educational programming and receive funding for educational programming should be included in a new contract with the DCCA in light of the fact that the University of Hawaii and the Department of Education already operate and program Channels 55 and 356, and transmit their programming directly to Oceanic's facilities for broadcasting.

Requests for Production of Documents

1. All documents referred to in 'Olelo's responses to the requests for information or support 'Olelo's responses to the requests for information above.

2. All discovery produced by 'Olelo, evidence introduced by 'Olelo, and documents filed by 'Olelo in the proceeding entitled In the Matter of the Arbitration of 'Olelo Community Media, Petitioner vs. Time Warner Entertainment Company, L.P. dba Oceanic Time Warner Cable, Respondent, CTV-2011-1, In the Office of the Administrative Hearings Department of Commerce and Consumer Affairs, State of Hawaii, that 'Olelo has designated as "Confidential" in that proceeding.

3. All 'Olelo operating budgets (in the most detailed form kept by 'Olelo in its files and including, but not limited to, the "very detailed annual operating budgets" referred to on P. 23 of the 2011 'Olelo Audit) for each of the years 2005 to 2017.

4. All 'Olelo capital budgets (in the most detailed form kept by 'Olelo in its files) for each of the years 2005 to 2017.

5. All budget to actual results reports for each of the years 2005 to 2011, including, but not limited to, the "budget to actual results [reports] for fiscal years 2006 through 2010" referred to on P. 23 of the 2011 'Olelo Audit.

6. The October 2010 financial projection for operating (for fiscal years ending December 31, 2011 through 2015) and capital expenses (for fiscal years ending December 31, 2011 through 2018) referred to on P. 23 of the 2011 'Olelo Audit.

7. The "strategic plan" referred to on P. 23 of the 2011 'Olelo Audit.

8. All purchasing transaction registers or similar documents (in the most detailed form kept by 'Olelo in its files) describing all actual operating and capital expenditures made by 'Olelo for each of the years 2005 to the present.

9. All 'Olelo records (including, but not limited to surveys) describing or documenting viewership of 'Olelo's channels from 2005 to 2010.

10. All documents from 2005 to the present that relate or refer to any plans or efforts by 'Olelo to raise funds from sources other than Oceanic or the State of Hawaii.

11. All documents relating to referring to the long-range plan for self-sufficiency that was required to be developed by 'Olelo pursuant to its 1998 contract with the DCCA.

# # #

AGREEMENT
('Olelo: The Corporation For Community Television)

This Agreement entered into this 24th day of December, 1998, by and between the State of Hawaii through its Director of Commerce and Consumer Affairs, whose address is at 1010 Richards Street, Honolulu, Hawaii 96813, hereinafter referred to as the "Director", and 'Olelo: The Corporation For Community Television, a Hawaii nonprofit corporation, whose address is at 1122 Mapunapuna Street, Honolulu, Hawaii, hereinafter referred to as "Olelo";

WITNESSETH:

WHEREAS, in Decision and Order No. 135, as amended by Decision and Order Nos. 153, 154, 156, and 158, the Director approved the renewal of the cable communications franchise held by Time Warner Entertainment Company, L.P. dba Oceanic Cablevision ("Oceanic"); and

WHEREAS, in Decision and Order No. 187, the Director approved the transfer of the cable communications franchise held by Chronicle Publishing Company dba Chronicle Cablevision of Hawaii to TCI of Hawaii, Inc. dba TCI ("TCI"), subject to the terms and conditions of Decision and Order Nos. 148, 150, and 187; and

WHEREAS, in Decision and Order Nos. 135, 141, 148, 150, 153, 154, 156, 158, and 187 (hereinafter collectively referred to as "Decisions and Orders") the Director provided for the establishment of public, educational, and governmental ("PEG") access on the TCI communications system serving the Hawaii Kai area on the island of Oahu, and on the Oceanic communications system serving the remaining areas on the island of Oahu; and

WHEREAS, in connection therewith the Director required TCI and Oceanic to: (1) pay annual access fees (sometimes hereinafter referred to as "Access Fees"), (2) contribute to PEG capital funds for facilities and equipment (sometimes hereinafter referred to as "Facilities and Equipment Fund"), (3) provide interconnection among all cable systems for the island of Oahu, and (4) set aside channels of TCI and Oceanic cable communications systems for PEG access use; and

EXHIBIT 4

WHEREAS, PEG access is a media resource that promotes community development and lifelong learning; facilitates communication; and increases civic participation in the democratic process; and

WHEREAS, in accordance with the recommendations made by an access planning committee appointed by the Director, Olelo was created to manage the PEG access finances and to operate the PEG facilities, channels, and other resources for the island of Oahu; and

WHEREAS, by that certain agreement dated January 19, 1990, by and between Olelo and the Department of Commerce and Consumer Affairs, and that certain agreement dated June 24, 1991 (Chronicle Cablevision of Hawaii, Hawaii Kai Area Franchise), by and between Olelo and the Department of Commerce and Consumer Affairs, the management and operation of PEG access finances, facilities and channels for the island of Oahu were contracted to Olelo; and

WHEREAS, the Director and Olelo have agreed to terminate said agreements dated January 19, 1990 and June 24, 1991, and agreed to enter into this Agreement for the management and operation of the PEG access facilities, equipment and channels under the terms and conditions set forth herein;

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

A. Term. The term of this Agreement shall be for the period beginning as of the date hereof and ending December 31, 1998, and shall be automatically extended on an annual basis on January 1, 1999 unless terminated as provided in this Agreement.

B. Responsibilities of Olelo. Olelo shall be responsible for the management and operation of the PEG access facilities and equipment including, but not limited to, the following:

1. Channels. Management of the channels allocated for PEG access in the Decisions and Orders, as the same may be revised or amended from time to time.

2. Facilities and Equipment. Provision of facilities and equipment for the production of programming to be cablecast on the PEG access channels.

3. Training. Training of educational, governmental, community organizations and the general public in the use of the access production facilities and equipment.

4. Marketing. Marketing and promotion of the access center and the PEG access channels and programs.

5. Support Services. Provision of support services to the users of the PEG access facilities and equipment. These services may include assistance in the production of access programs and support of special projects.

6. Insurance. Procure and maintain appropriate levels of insurance coverage for workers' compensation, general liability (including property damage and bodily injury), broadcasters' liability, equipment and facilities, and any other insurance coverage required by law.

C. Olelo's Reporting Requirements. In order that the Director may monitor Olelo's compliance with the provisions of this Agreement, Olelo shall file with the Director the following:

1. Amendments to the articles of incorporation and by-laws no later than 30 days after approval by the board of directors.

2. A roster of the board of directors and officers and their respective term of office no later than 30 days after Olelo's annual meeting or no later than 30 days after a change in board membership when the change occurs other than at the annual meeting.

3. Annual financial statements no later than 90 days following the close of each calendar year.

4. Annual audited financial statements no later than 30 days after acceptance by the board of directors.

5. The 1999 calendar year operational plan and budget upon execution of this Agreement. For each year thereafter an annual operational plan and budget shall be due on or before November 1, e.g., the 2000 calendar year operational plan and budget shall be due on or before November 1, 1999. Notwithstanding the generality of the foregoing, Olelo shall also develop and periodically update a strategic or long-range planning document for a period not

less than three years, and shall submit a copy of such document no later than 30 days after acceptance by the board of directors.

6. Complete equipment inventory upon execution of this Agreement, and thereafter an annual update on or before November 1 of each year.

7. An annual activity report no later than 30 days following the close of each calendar year which shall include, but not limited to, the following information:

a. Public Access Programming:

i. Total hours of programming;

ii. Total hours of locally produced original programming;

iii. Total hours of repeat programming; and

iv. Total hours of programming submitted but not aired and reasons therefor.

b. Governmental Programming:

i. Total hours of programming;

ii. Total hours of locally produced original programming;

iii. Total hours of repeat programming; and

iv. Total hours of programming submitted but not aired and reasons therefor.

c. Educational programming:

i. Total hours of programming;

ii. Total hours of locally produced original programming;

iii. Total hours of repeat programming; and

iv. Total hours of programming submitted but not aired and reasons therefor.

d. Summary of all channel outages from maintenance records including total hours and reasons therefor.

e. Facility Use:

i. Number of new users; and

ii. Number of repeat users.

f. Training:

i. Number of persons certified to use the access equipment; and

ii. Number of persons who failed to be certified or did not complete certification to use the access equipment.

g. Summary of complaints including the nature of the complaints and the actions taken.

h. Summary of outreach and marketing efforts.

i. Summary of revenues from sources other than TCI and Oceanic including the amounts, sources, and purpose of funds.

Notwithstanding the generality of the above, quarterly reports for items described in subparagraphs a through i of paragraph C7 above shall be available for review and inspection by the Director or the Director's designee upon request.

8. Olelo shall submit the 1997 calendar year end activity report upon execution of this Agreement. For each year thereafter Olelo shall submit an annual year end activity report no later than 90 days after the close of each calendar year, e.g., the 1998 year end activity report shall be submitted on or

before March 31, 1999. Olelo shall set benchmarks for the indicators listed in paragraph C 7 hereof based on its annual operational plan and budget.

9. Notwithstanding any provision to the contrary, the Director may require Olelo to provide any additional information that the Director deems necessary.

D. PEG Funds. At the direction of the Director, Olelo shall receive and hold, as restricted funds, amounts required to be paid by TCI and Oceanic to support PEG access for the Island of Oahu pursuant to the Decisions and Orders. The funds shall be deposited and maintained in interest bearing accounts in any federally insured financial institution authorized to do business in the State of Hawaii. Because the funds paid by Oceanic and TCI are separately designated by the Decisions and Orders for PEG access operations and facilities and equipment, Olelo shall designate one account for operating and another account for capital (facilities and equipment). Olelo shall be responsible for administering the accounts, and shall not commingle operating funds with capital funds without the prior written approval of the Director.

The Director, in the Director's sole discretion, may require an audit of the accounts and designate the auditor or accountant. The full cost of the audit shall be paid by Olelo.

E. Records Requirements. Olelo shall maintain at its office and shall submit to the Director upon request the following:

1. Evidence of workers' compensation, general liability, broadcaster's liability, and equipment and facilities insurance coverage and any other insurance policies relating to the responsibilities required to be performed under this Agreement.

2. Operating policies and procedures as the same may be amended from time to time.

3. Training schedules and manuals as the same may be revised from time to time.

F. Accessibility. Olelo shall at all times comply with applicable provisions of the Americans with Disabilities Act (ADA).

G. Payment for Services. Olelo shall not receive any money or other valuable consideration from the Department of Commerce and Consumer Affairs. Olelo agrees to perform all services, duties, responsibilities and obligations required to be performed by Olelo under this Agreement, in exchange for Access Fees and Equipment and Facilities Fund contributions from TCI and Oceanic pursuant to the Decisions and Orders.

H. Plan for Self-Sufficiency. Along with its strategic plan, Olelo shall submit a long-range plan which shall include, at a minimum, measurable objectives and schedules whereby operations and maintenance, repair and replacement of equipment and facilities would no longer be solely or largely dependent upon Access Fees and the Facilities and Equipment Fund.

I. Assignment. Olelo shall not assign any of its rights under this Agreement nor delegate any duties, obligations, or responsibilities required to be performed under this Agreement without the prior written approval of the Director.

J. Modification of Agreement. Any modification, alteration, or amendment of any term, provision, or condition of this Agreement shall be in writing and signed by the parties hereto.

K. Indemnification. Olelo shall defend, indemnify and save harmless the State of Hawaii, its departments, and its officers and employees from and against any and all claims, actions, losses, expenses, damages, or liability to person or property arising out of or resulting from any provision or requirement of this Agreement, or in exercising its rights or in performing its obligations under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

L. Default. In the event Olelo fails to satisfactorily perform in a timely or proper manner any of its obligations or responsibilities or fails to observe or perform any term or condition required to be performed or observed by Olelo under this Agreement, and having been given reasonable notice of and opportunity to cure the same, fails to take satisfactory corrective action within the time specified, the Director, in addition to all other available rights and remedies, shall have the right to direct TCI and Oceanic to withhold contributions of Access Fees and PEG capital funds or to terminate this Agreement, or both. The Director shall have the right to designate one or more entities as the successor of Olelo, and to enter into an agreement with such successor for the management and operation of the PEG access resources, facilities, equipment, and channels for the island of Oahu.

M. Termination.

1. In the event TCI's or Oceanic's cable communications franchise is terminated, this Agreement shall be automatically terminated on the date such franchise is terminated.

2. In the event any court, agency, commission, legislative body, or other authority of competent jurisdiction declares invalid any part of the Decisions and Orders relating to PEG access requirements, this Agreement may be terminated by the Director or Olelo upon 30 days prior written notice to the other party.

3. The Director may, when the interests of the State so require, terminate this Agreement for the convenience of the State. The Director shall give at least 120 days prior written notice of the termination to Olelo.

N. Relinquishment and Return of Access Funds, Facilities and Equipment. Upon termination of this Agreement and at the direction of the Director, Olelo shall (a) immediately relinquish any and all claims to the Access Fees, Facilities and Equipment Fund, and the access facilities and equipment; and (b) within 60 days provide the Director with a verified accounting of all Access Fees and Facilities and Equipment Fund, a current inventory of all access facilities and equipment, and transfer to the Department of Commerce and Consumer Affairs or its designee the balance of the operating and capital accounts, and all access facilities and equipment. In winding down its operations, Olelo shall follow generally accepted accounting principles in closing its books, and Olelo shall neither incur any new obligation nor disburse funds except for matters necessary in the normal course of business and those directly related to winding down its operations.

If any PEG facility and/or equipment has been purchased or acquired with funds from other sources and not solely from the Facilities and Equipment Fund, the disposition of such facility and/or equipment shall be by appropriate appraisal and allocation agreed to by the Director and Olelo.

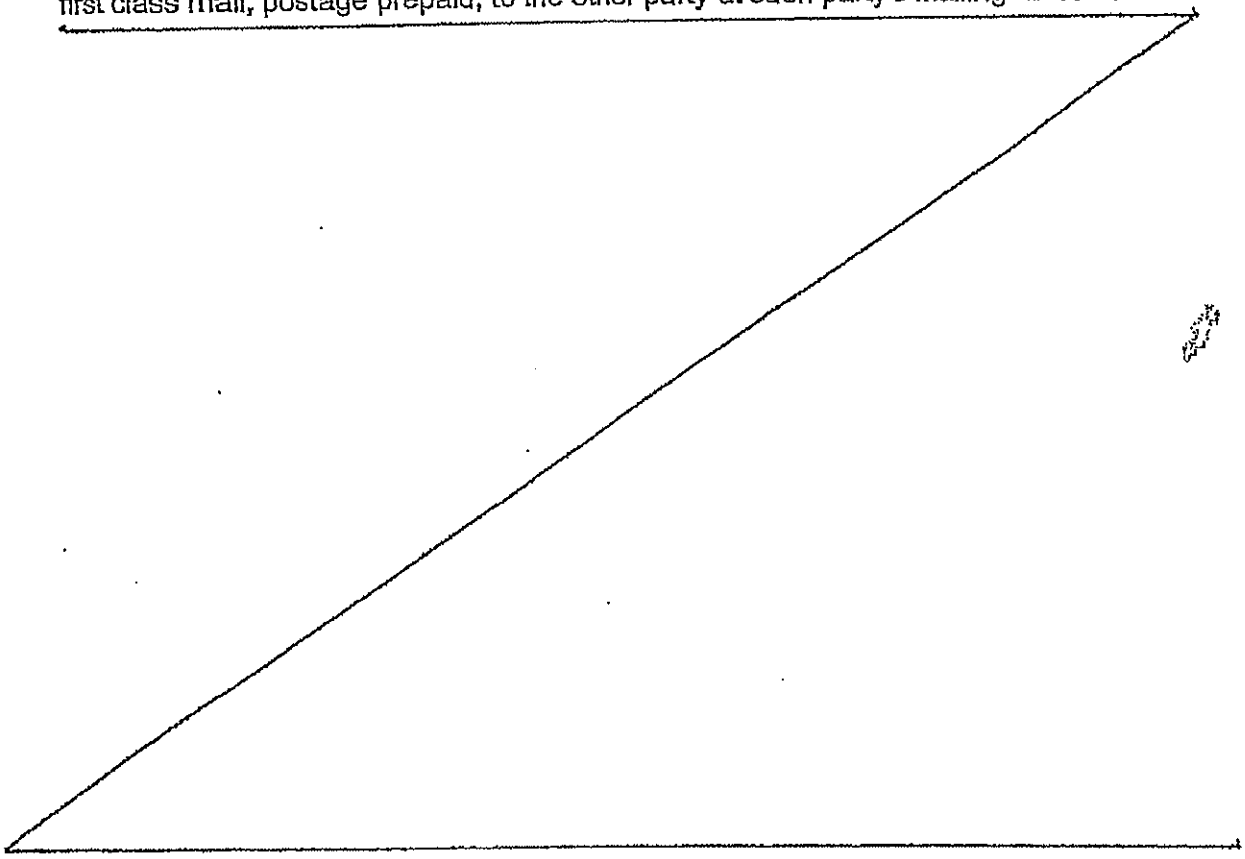
O. Performance. The failure of the Director at any time to require performance of any obligation or condition under this Agreement shall not affect the right of the Director to enforce the same. The waiver by the Director of any breach of any term or condition of this Agreement shall not be deemed or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

P. Termination of Prior Agreements. The agreements between the Department of Commerce and Consumer Affairs and Olelo dated January 19, 1990 and June 24, 1991, shall be terminated as of the date of this Agreement, and 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.

Q. Waiver. The Director shall have the right to waive any condition or obligation required to be observed or performed upon a showing of good cause.

R. Compliance with Laws. Olelo shall comply with all applicable federal, state, and local laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time.

S. Filings and Notices. All filings required to be made or written notice required to be given by a party shall be delivered personally or sent by United States first class mail, postage prepaid, to the other party at such party's mailing address.



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

KATHRYN S. MATAYOSHI
Director of Commerce and Consumer Affairs

12/24/98
Date

12/16/98
Date

12/17/98
Date

'Olelo: The Corporation For Community Television

APPROVED AS TO FORM:

Deputy Attorney General

C

Supreme Court of Hawai'i.
'OLELO: THE CORPORATION FOR COMMUNITY TELEVISION, Plaintiff–Appellee,
v.
OFFICE OF INFORMATION PRACTICES and Les Kondo, Director of the Office of Information Practices, in his official capacity, Defendants–Appellants.

No. 27421.
Dec. 21, 2007.

Background: Nonprofit corporation that managed public, education, and government access television channels brought declaratory judgment action against Office of Information Practices (OIP) and its director, seeking a declaration that it was not an agency under the Uniform Information Practices Act. The Circuit Court, Victoria S. Marks, J., granted corporation's motion for summary judgment. Defendants appealed.

Holdings: The Supreme Court, Duffy, J., held that:
(1) issue of whether corporation was an "agency," as defined by the Act, was a question of law to be reviewed de novo;
(2) corporation was not an "agency" subject to the Act;
(3) corporation was not "owned" by the State, within the meaning of the Act's definition of "agency";
(4) corporation was not "operated" by the State, within the meaning of the Act's definition of "agency";
(5) corporation was not "managed" by the State, within the meaning of the Act's definition of "agency"; and
(6) corporation was not owned, operated, or managed "on behalf of" the State, within the meaning of the Act's definition of "agency."

Affirmed.

West Headnotes

[1] Appeal and Error 30 ⚿893(1)

30 Appeal and Error
30XVI Review
30XVI(F) Trial De Novo
30k892 Trial De Novo
30k893 Cases Triable in Appellate Court
30k893(1) k. In general. Most Cited Cases

A circuit court order granting or denying summary judgment is reviewed de novo.

[2] Judgment 228 ⚿185(6)

228 Judgment
228V On Motion or Summary Proceeding
228k182 Motion or Other Application
228k185 Evidence in General
228k185(6) k. Existence or non-existence of fact issue. Most Cited Cases

Summary judgment is appropriate if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.

[3] Judgment 228 ⚿181(2)

228 Judgment
228V On Motion or Summary Proceeding
228k181 Grounds for Summary Judgment
228k181(2) k. Absence of issue of fact. Most Cited Cases

A fact is "material," for summary judgment purposes, if proof of that fact would have the effect of establishing or refuting one of the essential elements of a cause of action or defense asserted by the parties.

[4] Judgment 228 ⚿185(2)

228 Judgment
228V On Motion or Summary Proceeding

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EXHIBIT 5

228k182 Motion or Other Application
228k185 Evidence in General
228k185(2) k. Presumptions and burden of proof. Most Cited Cases

On a motion for summary judgment, the evidence must be viewed in the light most favorable to the non-moving party.

[5] Judgment 228 ⚿185(2)

228 Judgment
228V On Motion or Summary Proceeding
228k182 Motion or Other Application
228k185 Evidence in General
228k185(2) k. Presumptions and burden of proof. Most Cited Cases

Court must view all of the evidence and the inferences drawn therefrom in the light most favorable to the party opposing motion for summary judgment.

[6] Administrative Law and Procedure 15A ⚿ 755

15A Administrative Law and Procedure
15AV Judicial Review of Administrative Decisions
15AV(D) Scope of Review in General
15Ak754 Discretion of Administrative Agency
15Ak755 k. Matters which rest in discretion in general. Most Cited Cases

When reviewing a determination of an administrative agency, court first decides whether the legislature granted the agency discretion to make the determination being reviewed.

[7] Administrative Law and Procedure 15A ⚿ 754.1

15A Administrative Law and Procedure
15AV Judicial Review of Administrative Decisions
15AV(D) Scope of Review in General
15Ak754 Discretion of Administrative Agency
15Ak754.1 k. In general. Most Cited Cases

If the legislature has granted an agency discretion over a particular matter, then a court reviews the agency's action pursuant to the deferential abuse of discretion standard, bearing in mind that the legislature determines the boundaries of that discretion.

[8] Administrative Law and Procedure 15A ⚿ 744.1

15A Administrative Law and Procedure
15AV Judicial Review of Administrative Decisions
15AV(D) Scope of Review in General
15Ak744 Trial De Novo
15Ak744.1 k. In general. Most Cited Cases

If the legislature has not granted the agency discretion over a particular matter, then the agency's conclusions are subject to de novo review.

[9] Appeal and Error 30 ⚿893(1)

30 Appeal and Error
30XVI Review
30XVI(F) Trial De Novo
30k892 Trial De Novo
30k893 Cases Triable in Appellate Court
30k893(1) k. In general. Most Cited Cases

Supreme Court reviews the interpretation of a statute de novo.

[10] Statutes 361 ⚿188

361 Statutes
361VI Construction and Operation
361VI(A) General Rules of Construction
361k187 Meaning of Language
361k188 k. In general. Most Cited

The fundamental starting point for statutory interpretation is the language of the statute itself.

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[11] Statutes 361 ⚖188

361 Statutes
361VI Construction and Operation
361VI(A) General Rules of Construction
361k187 Meaning of Language
361k188 k. In general. Most Cited

Where the statutory language is plain and unambiguous, court's sole duty is to give effect to its plain and obvious meaning.

[12] Statutes 361 ⚖181(1)

361 Statutes
361VI Construction and Operation
361VI(A) General Rules of Construction
361k180 Intention of Legislature
361k181 In General
361k181(1) k. In general. Most Cited Cases

Statutes 361 ⚖188

361 Statutes
361VI Construction and Operation
361VI(A) General Rules of Construction
361k187 Meaning of Language
361k188 k. In general. Most Cited

Implicit in the task of statutory construction is court's foremost obligation to ascertain and give effect to the intention of the legislature, which is to be obtained primarily from the language contained in the statute itself.

[13] Statutes 361 ⚖190

361 Statutes
361VI Construction and Operation
361VI(A) General Rules of Construction
361k187 Meaning of Language
361k190 k. Existence of ambiguity. Most Cited Cases

When there is doubt, doubleness of meaning, or indistinctiveness or uncertainty of an expression used in a statute, an ambiguity exists.

[14] Statutes 361 ⚖219(9.1)

361 Statutes
361VI Construction and Operation
361VI(A) General Rules of Construction
361k213 Extrinsic Aids to Construction
361k219 Executive Construction
361k219(9) Particular State Statutes
361k219(9.1) k. In general. Most Cited Cases

Issue of whether nonprofit corporation that managed public, education, and government access television channels was an "agency," as defined by the Uniform Information Practices Act, was a question of law to be reviewed de novo, and thus court did not have to defer to the Office of Information Practices' determination that corporation was an agency subject to the Act. HRS § 92F–3.

[15] Records 326 ⚖50

326 Records
326II Public Access
326II(B) General Statutory Disclosure Requirements
326k50 k. In general; freedom of information laws in general. Most Cited Cases

Office of Information Practices was created to facilitate the implementation of the Uniform Information Practices Act. HRS §§ 92F–1 et seq., 92F–42.

[16] Statutes 361 ⚖219(9.1)

361 Statutes
361VI Construction and Operation
361VI(A) General Rules of Construction
361k213 Extrinsic Aids to Construction
361k219 Executive Construction
361k219(9) Particular State Statutes
361k219(9.1) k. In general. Most Cited Cases

A matter such as balancing the public's interest in open government records against an individual's right to privacy under state constitution is within Office of Information Practices' designated area of

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expertise and is reviewed pursuant to the deferential abuse of discretion standard. Const. Art. 1, §§ 6 , 7; HRS § 92F–42.

[17] Records 326 ⚿50

326 Records
326II Public Access
326II(B) General Statutory Disclosure Requirements
326k50 k. In general; freedom of information laws in general. Most Cited Cases

Threshold issues that relate to the applicability of the Uniform Information Practices Act, such as the definition of "agency" or "government record," were not left to Office of Information Practices' discretion; instead, they were explicitly defined by the legislature. HRS § 92F–3.

[18] Records 326 ⚿62

326 Records
326II Public Access
326II(B) General Statutory Disclosure Requirements
326k61 Proceedings for Disclosure
326k62 k. In general; request and compliance. Most Cited Cases

The Uniform Information Practices Act does not provide Office of Information Practices with enforcement powers to compel an agency to make government records available or to itself seek court assistance to compel disclosure. HRS §§ 92F–1 et seq.

[19] Records 326 ⚿51

326 Records
326II Public Access
326II(B) General Statutory Disclosure Requirements
326k51 k. Agencies or custodians affected. Most Cited Cases

Nonprofit corporation that managed public, education, and government access television channels was not an "agency" subject to the Uniform Information Practices Act. HRS § 92F–3.

[20] Courts 106 ⚿95(2)

106 Courts
106II Establishment, Organization, and Procedure
106II(G) Rules of Decision
106k88 Previous Decisions as Controlling or as Precedents
106k95 Decisions of Courts of Other State
106k95(2) k. Validity and construction of Constitutions and statutes of other states. Most Cited Cases

Statutes 361 ⚿226

361 Statutes
361VI Construction and Operation
361VI(A) General Rules of Construction
361k226 k. Construction of statutes adopted from other states or countries. Most Cited Cases

"Totality of the circumstances test" adopted by the Connecticut Supreme Court was of limited utility in determining whether nonprofit corporation that managed public, education, and government access television channels was an "agency" within the meaning of the Uniform Information Practices Act; the Connecticut freedom of information statute was substantially different from the Act. C.G.S.A. § 1–18a(a) (1998); HRS § 92F–3.

[21] Records 326 ⚿51

326 Records
326II Public Access
326II(B) General Statutory Disclosure Requirements
326k51 k. Agencies or custodians affected. Most Cited Cases

Entities found to be "state actors" for one purpose are not necessarily "agencies" for purposes of the federal Freedom of Information Act. 5 U.S.C.A. § 552 et seq.

[22] Courts 106 ⚿97(5)

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106 Courts
106II Establishment, Organization, and Procedure
106II(G) Rules of Decision
106k88 Previous Decisions as Controlling or as Precedents
106k97 Decisions of United States Courts as Authority in State Courts
106k97(5) k. Construction of federal Constitution, statutes, and treaties. Most Cited Cases

Federal courts' "state actor" analysis used to determine constitutional obligations is not helpful in determining the scope of the statutory definition of "agency" under the Uniform Information Practices Act. HRS § 92F–3.

[23] Appeal and Error 30 ⚖1008.1(1)

30 Appeal and Error
30XVI Review
30XVI(I) Questions of Fact, Verdicts, and Findings
30XVI(I)3 Findings of Court
30k1008 Conclusiveness in General
30k1008.1 In General
30k1008.1(1) k. In general. Most Cited Cases

Supreme Court would consider findings of fact not challenged on appeal as undisputed facts. Rules App.Proc., Rule 28(b)(4, 7).

[24] Statutes 361 ⚖214

361 Statutes
361VI Construction and Operation
361VI(A) General Rules of Construction
361k213 Extrinsic Aids to Construction
361k214 k. In general. Most Cited

If the words at issue are not defined in the statute, court may rely upon extrinsic aids to determine the legislature's intent.

[25] Statutes 361 ⚖188

361 Statutes
361VI Construction and Operation
361VI(A) General Rules of Construction
361k187 Meaning of Language
361k188 k. In general. Most Cited

Statutes 361 ⚖192

361 Statutes
361VI Construction and Operation
361VI(A) General Rules of Construction
361k187 Meaning of Language
361k192 k. Technical terms. Most Cited Cases

Legal and lay dictionaries are extrinsic aids which may be helpful in discerning the meaning of statutory terms.

[26] Records 326 ⚖51

326 Records
326II Public Access
326II(B) General Statutory Disclosure Requirements
326k51 k. Agencies or custodians affected. Most Cited Cases

Nonprofit corporation that managed public, education, and government access (PEG) television channels was not "owned" by the State, within the meaning of the Uniform Information Practices Act's definition of "agency"; corporation was the sole title owner of its equipment and the lessee of its offices and facilities, although there were relinquishment provisions in the Department of Commerce and Consumer Affairs (DCCA) agreement regarding PEG fee accounts, facilities, and equipment acquired with PEG fees, the DCCA did not have any present rights in that property, and corporation, not the State, was the legal owner of the intellectual property created by corporation, which included written materials, programming, trademarks, the company name, logo, website, and other nontangible property. HRS § 92F–3.

[27] Records 326 ⚖51

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326 Records
326II Public Access
326II(B) General Statutory Disclosure Requirements
326k51 k. Agencies or custodians affected. Most Cited Cases

Nonprofit corporation that managed public, education, and government access (PEG) television channels was not "operated" by the State, within the meaning of the Uniform Information Practices Act's definition of "agency"; State did not perform the function of providing PEG channel access and programming, given that it did not manage or control corporation's day-to-day operations, corporation's chief executive officer and staff performed all operating functions, and corporation's employees were not State employees. HRS § 92F–3.

[28] Records 326 ⚿51

326 Records
326II Public Access
326II(B) General Statutory Disclosure Requirements
326k51 k. Agencies or custodians affected. Most Cited Cases

Nonprofit corporation that managed public, education, and government access television channels was not "managed" by the State, within the meaning of the Uniform Information Practices Act's definition of "agency"; State did not control, direct, administer, take charge of, or exercise skill or judgment over corporation's activities or business affairs, Department of Commerce and Consumer Affairs' (DCCA) power to appoint a majority of corporation's board of directors was mitigated by corporate bylaws, which required board involvement in the appointments, and corporation's mandatory reporting of financial and other activities to the DCCA appeared to be intended to ensure compliance by corporation with its contractual obligations to the State rather than to exert control over corporation. HRS § 92F–3.

[29] Records 326 ⚿51

326 Records
326II Public Access
326II(B) General Statutory Disclosure Requirements
326k51 k. Agencies or custodians affected. Most Cited Cases

Nonprofit corporation that managed public, education, and government access television channels was not owned, operated, or managed "on behalf of" the State, within the meaning of the Uniform Information Practices Act's definition of "agency"; corporation did not perform a government function on behalf of the State. HRS § 92F–3.

[30] Records 326 ⚿51

326 Records
326II Public Access
326II(B) General Statutory Disclosure Requirements
326k51 k. Agencies or custodians affected. Most Cited Cases

An entity is a "representative of" the State, for purposes of determining whether it is an agency subject to the Uniform Information Practices Act, when it substitutes for the state in the performance of a governmental function. HRS § 92F–3.

**487 Leslie H. Kondo, Cathy L. Takase, and Jennifer Z. Brooks, on the briefs, Honolulu, for defendants-appellants Office of Information Practices and Les Kondo, Director of the Office of Information Practices, in his official capacity.

Paul Alston and Lea Hong (of Alston Hunt Floyd & Ing), on the briefs, Honolulu, for plaintiff-appellee 'Olelo: The Corporation for Community Television.

MOON, C.J., LEVINSON, NAKAYAMA, ACOBA, and DUFFY, JJ.

Opinion of the Court by DUFFY, J.

*340 Defendants–Appellants the Hawai'i Office of Information Practices and Les Kondo, Director of Office of Information Practices, in his offi-

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cial capacity [hereinafter, collectively OIP], appeal from the June 30, 2005 final judgment of the circuit court of the first circuit [FN1] entered pursuant to its May 23, 2005 order that (1) granted summary judgment to Plaintiff–Appellee, 'Olelo: the Corporation for Community Television ('Olelo), and (2) denied OIP's cross-motion for summary judgment.

> FN1. The Honorable Victoria S. Marks presided over this matter.

On September 6, 2002, OIP issued OIP opinion letter number 02–08 ('Olelo letter). OIP Op. Ltr. No. 02–08 (2002), 2002 WL 31126635. The 'Olelo letter concluded that 'Olelo met the definition of an "agency" contained in Hawai'i Revised Statutes (HRS) § 92F–3 (1993) and, therefore, was subject to the provisions of Hawai'i's Uniform Information Practices Act (UIPA), HRS chapter 92. As an agency subject to UIPA, OIP concluded that 'Olelo was required to disclose "government records."

The current controversy began in 2004 when 'Olelo received a request from three individuals for a master list with contact information (names, addresses, telephone numbers, and email addresses) for 'Olelo's current clients, presenters, producers, volunteers, and "all persons eligible to vote in 'Olelo's election." When OIP subsequently demanded that 'Olelo disclose the requested information, 'Olelo filed a complaint for declaratory relief in circuit court requesting that the court declare that it is not an agency under UIPA. After a *de novo* review of the legal arguments and evidence submitted by both parties, the circuit court granted 'Olelo summary judgment and denied OIP's corresponding motion for summary judgment.

OIP appealed to this court on July 26, 2005. OIP alleges that the circuit court erred because (1) it did not apply the correct standard of review to and/or grant deference to OIP's conclusion that 'Olelo was an agency subject to UIPA, and (2) it concluded that 'Olelo was not an agency as defined in UIPA.

Based upon the following analysis, we affirm the circuit court's declaratory judgment that 'Olelo is not an agency subject to UIPA.

I. *BACKGROUND*

A. *'Olelo's Creation*

Under Hawai'i's Cable Television System's Act (CTSA), the director of the Department of Commerce and Consumer Affairs (DCCA) is authorized to grant cable franchises. HRS § 440G–8(a) (1993). Operators of cable franchises are required to "designate three or more channels for public, educational, or governmental use" (PEG). HRS § 440G–8.2. PEG channels are funded by access operating fees and equipment facilities fees that the DCCA directs cable franchise operators to pay directly to the PEG facilitators. The allocated money does not pass through the State's general fund.

In 1988, the DCCA director granted a cable franchise to Oceanic Time Warner Cable (Oceanic). Pursuant to the CTSA, the director required that Oceanic set aside PEG channels. This necessitated the creation of entities that would facilitate the production of programming that would be broadcast on the PEG channels.

The DCCA director intended that PEG facilitators be "independent, private non-profit community based organization[s]" that would operate "separately and independently *341 **488 from the state" and not be considered " 'arm[s]' of the State or be perceived as taking 'State action.' " Specifically, the DCCA director wanted to structure the facilitation of PEG channels in such a way that the State would be shielded " from any appearance of content control in the future operation of 'Olelo." To accomplish this, in 1989 the DCCA director "appointed a nine-person Access Planning Commission to make recommendations to him regarding the creation and implementation of a not-for-profit organization to manage public, education, and government access channels, facilities, equipment, and funding." Based on the Access Planning Commission's recommendations, the DCCA director chartered 'Olelo to manage PEGs on Oahu. 'Olelo

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subsequently incorporated and became a nonprofit corporation with its principal place of business in the state of Hawai"i.

Since 1989, 'Olelo has facilitated all of the Oahu PEG channels pursuant to a contract between 'Olelo and the DCCA. According to the contract, 'Olelo is responsible for (1) managing PEG channels; (2) providing facilities and equipment to produce and air PEG programs; (3) training governmental, educational, and community organizations, as well as members of the general public, how to use 'Olelo production facilities and equipment; (4) marketing and promoting 'Olelo channels and programming as well as 'Olelo production facilities; and (5) providing support to PEG users through such methods as grants, production assistance, and special projects to support PEG users. There is nothing in the agreement that mandates, describes, or recommends how 'Olelo should accomplish its responsibilities.

The DCCA director retains the right to be generally informed of 'Olelo's activities. 'Olelo must submit to the DCCA

a. Quarterly and annual financial reports.

b. Quarterly and annual activity reports.

c. An annual operational plan.

d. An annual budget.

e. An annual audit report.

Additionally, 'Olelo must provide the DCCA director "a current roster of the Board of Directors," and evidence of adequate, reasonably commercially-available insurance in several areas.

Currently, 'Olelo functions as a nonprofit corporation with a nine-member board of directors. At the time of 'Olelo's creation, the DCCA director had the authority to appoint all seven members of 'Olelo's initial Board of Directors (Board). However, the DCCA director delegated his authority to the Access Planning Commission, which appointed all of the initial Board members. Eventually, the number of Board members was increased to nine and the cable operator was granted the authority to appoint Board members. At the time the dispute between 'Olelo and OIP arose, the DCCA director had the authority to appoint six of 'Olelo's nine Board members and the President of Oceanic had the authority to appoint the remaining three Board members. Presently, one of the DCCA's six appointee positions is reserved for a person who is elected by PEG users and approved by the DCCA director.

'Olelo's Board participates in the DCCA's selection of new Board appointees. According to 'Olelo's bylaws, the current Board must furnish the DCCA director and Oceanic with a slate of recommended Board members. If the DCCA director or Oceanic chooses to appoint an individual not on the slate, they must first consult with the Board.

It is undisputed that the DCCA is not informed of and does not exercise control over 'Olelo's day-to-day operations. 'Olelo's employees are paid from money collected from Oceanic and are not considered state employees for any purpose. All equipment and leases are in 'Olelo's name. 'Olelo also retains the intellectual property rights to its programming, logo, and other material it develops. Day-to-day operations are managed by the 'Olelo Chief Executive Officer (CEO) who answers to the Board. The DCCA has no direct control over the hiring or firing of the CEO. Most important, there is no indication the DCCA has any editorial oversight over 'Olelo's programming.

B. *Office of Information Practices*

OIP was established under UIPA, HRS § 92F–41. OIP's authority and duties are enumerated in HRS § 92F–42 (Supp.2006). *342 **489 Relevant to this controversy are OIP's duty to "upon request, review and rule on an agency denial of access to information or records," HRS § 92F–42(1), and authority to "[u]pon request ... provide advisory opinions or other information regarding that per-

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son's rights and the functions and responsibilities of agencies under [UIPA]." HRS § 92F–42(3).

OIP review is entirely optional. OIP's authority is triggered when a person who has been denied access to agency records requests an advisory opinion from OIP in lieu of seeking immediate judicial relief under section HRS § 92F–15.5(a) or when a person requests that OIP provide an advisory opinion pertaining to the person's rights to certain documents. Upon request, OIP issues an opinion letter stating whether the agency records in question are subject to disclosure under UIPA. HRS § 92F–42(3). However, the issuance of an opinion letter "shall not prejudice the person's right to appeal to the circuit court after a decision is made by the office of information practices." HRS § 92F–15.5(a). If judicial review is sought, OIP advisory opinion letters are admissible, HRS § 92F–15(b), but the opinion letters do not constitute contested cases subject to the Hawai'i Administrative Procedure Act. HRS § 92F–42(1). An agency denial of access to public records is reviewed *de novo*. HRS § 92F–15(b).

C. *Procedural History*

On several occasions, members of the public have contacted OIP to request advisory opinions pertaining to the applicability of UIPA to PEG facilitators. On October 20, 1993, OIP issued an advisory opinion letter which concluded that Akaku–Maui Television, Inc. (Akaku), the PEG facilitator on Maui, was not an agency subject to UIPA because it was not "owned, operated, or managed" by the DCCA or any State or county agency. OIP Op. Ltr. No. 93–18 (1993), 1993 WL 531347. In reaching its conclusion, OIP emphasized that community broadcasting was not a required government function. On December 13, 1994, OIP issued a similar advisory opinion letter concluding that Ho'ike: Kauai Community Television Inc. (Ho'ike), the PEG facilitator on Kauai, was not an agency subject to UIPA because it was similarly situated to Akaku, and facilitating PEGs was not a government function. OIP Op. Ltr. No. 94–23 (1994), 1994 WL 733580. On December 13, 1994, OIP issued another advisory opinion letter concluding that Na Leo 'O Hawai'i Inc. (Na Leo), the PEG facilitator on the island of Hawai'i, was not an agency subject to UIPA because it was similarly situated to Akaku and Ho'ike and facilitating PEGs was not a government function. OIP Op. Ltr. No. 94–24 (1994), 1994 WL 733581.

However, in the 2002 'Olelo letter at issue herein, OIP did an "about face" on its prior opinions concerning the applicability of UIPA to PEGS, and concluded that 'Olelo and Ho'ike "are corporations owned, operated, or managed by or on behalf of this State as set forth under section 92F–3 of the Hawai'i Revised Statutes." OIP Op. Ltr. No. 02–08, 34. OIP's revised opinion was based upon "the totality of circumstances," which included OIP's view that (1) 'Olelo and Ho'ike were originally created by the government, notwithstanding their current corporate form, OIP Op. Ltr. No. 02–08, 10–14; 20–27; (2) the franchise fees paid by Oceanic are public funds, *id.* at 27–32; (3) even though the DCCA does not exercise "day-to-day control or management over the PEG Access Organizations," the DCCA directly controls 'Olelo and Ho'ike through its power to appoint a majority of directors to their Boards and the DCCA indirectly controls 'Olelo and Ho'ike through its authority to designate and fund PEG channels, *id.* at 14–20; and (4) two United States Supreme Court First Amendment decisions, when read together, imply that providing community television is, in fact, a government function. *See Lebron v. Nat'l R.R. Passenger Corp.*, 513 U.S. 374, 400, 115 S.Ct. 961, 130 L.Ed.2d 902 (1995) (holding that when "the Government creates a corporation by special law, for the furtherance of governmental objectives, and retains for itself permanent authority to appoint a majority of the directors of that corporation, the corporation is part of the Government for purposes of the First Amendment."); *343**490*Denver Area Educ. Telecomm. Consortium, Inc. v. FCC*, 518 U.S. 727, 116 S.Ct. 2374, 135 L.Ed.2d 888 (1996) (holding that a statutory provision that permitted a cable operator to

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prevent transmission of "patently offensive" programming on PEG channels was an unconstitutional First Amendment restriction because the provision was not necessary to further the government objective of protecting children).

'Olelo subsequently filed a declaratory judgment action against OIP on August 18, 2004, requesting that the circuit court determine that (1) "'Olelo is not 'owned, operated, or managed' by the State under UIPA" and (2) "'Olelo is not a state 'agency' under UIPA." On April 15, 2005, 'Olelo filed a motion for summary judgment. OIP responded with a cross-motion for summary judgment on May 23, 2005.

The circuit court granted 'Olelo's motion for summary judgment, and denied OIP's corresponding motion, on May 23, 2005. The circuit court ruled that: "As a matter of law, 'Olelo is not an agency under the Uniform Information Practices Act, HRS § 92F–3." The circuit court's ruling was based upon the following findings of fact:

1. 'Olelo is a private, nonprofit corporation.

2. 'Olelo is not supported directly by taxpayer funds. Rather, it gets its funds from the cable provider, Time Warner Cablevision, through access fees paid by viewers.

3. There is no government control over 'Olelo's activities. 'Olelo's Chief Executive Officer and staff run its day-to-day operations.

4. 'Olelo's employees are not State Employees.

5. 'Olelo has title to its equipment and leases, not the State.

6. 'Olelo's activities are not a required function of any government agency.

The circuit court entered its final judgment on June 30, 2005. OIP filed a timely notice of appeal alleging the following points of error:

1. The circuit court erred by not applying the judicial standards of review applicable to agency determinations.

2. The circuit court erred by failing to defer to OIP's statutory construction absent a finding of palpable error.

3. The circuit court erred in its interpretation of HRS § 92F–3, which renders certain statutory language meaningless and conflicts with its intent and the UIPA's purpose.

4. The circuit court erred by failing to defer to OIP's determination absent a finding that OIP abused its discretion.

Significantly, OIP did not allege that any of the circuit court's findings of fact were clearly erroneous. Consequently, no material facts are in dispute.

II. *STANDARDS OF REVIEW*

A. *Motion for Summary Judgment*

[1][2][3][4][5] A circuit court order granting or denying summary judgment is reviewed *de novo*. *Hawai'i Community Federal Credit Union v. Keka*, 94 Hawai'i 213, 221, 11 P.3d 1, 9 (2000). The standard for granting summary judgment is as follows:

> [S]ummary judgment is appropriate if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. A fact is material if proof of that fact would have the effect of establishing or refuting one of the essential elements of a cause of action or defense asserted by the parties. The evidence must be viewed in the light most favorable to the non-moving party. In other words, we must view all of the evidence and the inferences drawn therefrom in the light most favorable to the party opposing the motion.

Id. (citations and internal quotation marks omitted); *Coon v. City and County of Honolulu*, 98

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Hawai'i 233, 244–45, 47 P.3d 348, 359–60 (2002); *Kau v. City and County of Honolulu,* 104 Hawai'i 468, 474, 92 P.3d 477, 483 (2004).

*344 **491 B. *Deference to Administrative Agencies*

[6][7][8] In determining whether an agency determination should be given deference, the standard to be applied is as follows:

> [W]hen reviewing a determination of an administrative agency, we first decide whether the legislature granted the agency discretion to make the determination being reviewed. If the legislature has granted the agency discretion over a particular matter, then we review the agency's action pursuant to the deferential abuse of discretion standard (bearing in mind that the legislature determines the boundaries of that discretion). If the legislature has not granted the agency discretion over a particular matter, then the agency's conclusions are subject to de novo review.

Paul's Electrical Service, Inc. v. Befitel, 104 Hawai'i 412, 419–20, 91 P.3d 494, 501–502 (2004) .

C. *Statutory Interpretation*

[9][10][11][12][13] This court reviews the interpretation of a statute *de novo. Hawai'i Org. of Police Officers v. Society of Prof. Journalists Univ. of Hawai'i Chapter,* 83 Hawai'i 378, 402, 927 P.2d 386, 410 (1996). Statutory construction is guided by established rules:

> First, the fundamental starting point for statutory interpretation is the language of the statute itself. Second, where the statutory language is plain and unambiguous, our sole duty is to give effect to its plain and obvious meaning. Third, implicit in the task of statutory construction is our foremost obligation to ascertain and give effect to the intention of the legislature, which is to be obtained primarily from the language contained in the statute itself. Fourth, when there is doubt, doubleness of meaning, or indistinctiveness or uncertainty of an expression used in a statute, an ambiguity exists.

Peterson v. Hawaii Elec. Light Co., Inc., 85 Hawai'i 322, 327–28, 944 P.2d 1265, 1270–71 (1997), *superseded on other grounds by* HRS § 269–15.5 (Supp.1999) (block quotation format, brackets, citations, and quotation marks omitted).

III. *DISCUSSION*

OIP essentially asserts that the circuit court erred in (1) not giving deference to OIP's determination that 'Olelo was an agency subject to UIPA and (2) concluding that 'Olelo was not an agency subject to UIPA. We respond to each argument in turn.

A. *The Circuit Court Did Not Err When it Reviewed 'Olelo's Request for Declaratory Judgment De Novo.*

[14] In order to determine whether the legislature granted OIP the discretion to determine whether 'Olelo is an agency for purposes of UIPA, we first look to the statutory language setting forth OIP's powers and duties:

> The director of the office of information prac- tices:
>
> (1) Shall, upon request, review and rule on an agency denial of access to information or records, or an agency's granting of access; provided that any review by the office of information practices shall not be a contested case under chapter 91 and shall be optional and without prejudice to rights of judicial enforcement available under this chapter;
>
> (2) Upon request by an agency, shall provide and make public advisory guidelines, opinions, or other information concerning that agency's functions and responsibilities;
>
> (3) Upon request by any person, may provide advisory opinions or other information regarding that person's rights and the functions and responsibilities of agencies under this chapter;

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(4) May conduct inquiries regarding compliance by an agency and investigate possible violations by any agency;

(5) May examine the records of any agency for the purpose of paragraph (4) and seek to enforce that power in the courts of this State;

(6) May recommend disciplinary action to appropriate officers of an agency;

(7) Shall report annually to the governor and the state legislature on the activities and findings of the office of information *345 **492 practices, including recommendations for legislative changes;

(8) Shall receive complaints from and actively solicit the comments of the public regarding the implementation of this chapter;

(9) Shall review the official acts, records, policies, and procedures of each agency;

(10) Shall assist agencies in complying with the provisions of this chapter;

(11) Shall inform the public of the following rights of an individual and the procedures for exercising them:

(A) The right of access to records pertaining to the individual;

(B) The right to obtain a copy of records pertaining to the individual;

(C) The right to know the purposes for which records pertaining to the individual are kept;

(D) The right to be informed of the uses and disclosures of records pertaining to the individual;

(E) The right to correct or amend records pertaining to the individual; and

(F) The individual's right to place a statement in a record pertaining to that individual;

(12) Shall adopt rules that set forth an administrative appeals structure which provides for:

(A) Agency procedures for processing records requests;

(B) A direct appeal from the division maintaining the record; and

(C) Time limits for action by agencies;

(13) Shall adopt rules that set forth the fees and other charges that may be imposed for searching, reviewing, or segregating disclosable records, as well as to provide for a waiver of fees when the public interest would be served;

(14) Shall adopt rules which set forth uniform standards for the records collection practices of agencies;

(15) Shall adopt rules that set forth uniform standards for disclosure of records for research purposes;

(16) Shall have standing to appear in cases where the provisions of this chapter are called into question;

(17) Shall adopt, amend, or repeal rules pursuant to chapter 91 necessary for the purposes of this chapter; and

(18) Shall take action to oversee compliance with part I of chapter 92 by all state and county boards including:

(A) Receiving and resolving complaints;

(B) Advising all government boards and the public about compliance with chapter 92; and

(C) Reporting each year to the legislature on all complaints received pursuant to section 92–1.5.

HRS § 92F–42.

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[15][16] OIP was thus created to facilitate the implementation of UIPA, whose purposes are set forth in HRS § 92F–2:

> **Purposes; rules of construction.** In a democracy, the people are vested with the ultimate decision-making power. Government agencies exist to aid the people in the formation and conduct of public policy. Opening up the government processes to public scrutiny and participation is the only viable and reasonable method of protecting the public's interest. Therefore the legislature declares that it is the policy of this State that the formation and conduct of public policy—the discussions, deliberations, decisions, and action of government agencies—shall be conducted as openly as possible.
>
> The policy of conducting government business as openly as possible must be tempered by a recognition of the right of the people to privacy, as embodied in section 6 and section 7 of Article I of the Constitution of the State of Hawai'i.
>
> This chapter shall be applied and construed to promote its underlying purposes and policies, which are to:
>
> (1) Promote the public interest in disclosure;
>
> (2) Provide for accurate, relevant, timely, and complete government records;
>
> (3) Enhance governmental accountability through a general policy of access to government records;
>
> **493 *346 (4) Make government accountable to individuals in the collection, use, and dissemination of information relating to them; and
>
> (5) Balance the individual privacy interest and the public access interest, allowing access unless it would constitute a clearly unwarranted invasion of personal privacy.

In brief summary, OIP's powers and duties include: providing guidance to the public and agencies as to when agency records should be opened to the public; monitoring agency compliance with UIPA; and adopting procedural rules related to the disclosure of agency records. Therefore, a matter such as balancing the public's interest in open government records against an individual's right to privacy under article I section 6 and section 7 of the Hawai'i Constitution is within OIP's designated area of expertise and is reviewed pursuant to the deferential abuse of discretion standard.

[17] Conversely, threshold issues that relate to the applicability of UIPA, such as the definition of "agency" or "government record," are not left to OIP's discretion. Instead, they were explicitly defined by the legislature in HRS § 92F–3. *See Paul's Elec. Serv.*, 104 Hawai'i at 417, 91 P.3d at 499 ("[A]dministrative agencies are created by the legislature, and the legislature determines the bounds of the agency's authority"); *Morgan v. Planning Dept., County of Kauai*, 104 Hawai'i 173, 184, 86 P.3d 982, 993 (2004) (" 'An administrative agency can only wield powers expressly or implicitly granted to it by statute.' ") (quoting *TIG Ins. Co. v. Kauhane*, 101 Hawai'i 311, 327, 67 P.3d 810, 826 (App.2003)).

[18] Because the legislature has defined "agency" in UIPA, OIP's determination that 'Olelo was an agency subject to UIPA is not entitled to the deferential abuse of discretion standard on review. The circuit court thus correctly ruled that the issue of whether 'Olelo is an "agency," as defined by UIPA, is a question of law to be reviewed *de novo*. FN2

> FN2. Interestingly, UIPA does not provide OIP with enforcement powers to compel an agency to make government records available or to *itself* seek court assistance to compel disclosure. Instead, UIPA provides that "a *person* aggrieved by a denial of access to a government record may bring an action against the agency" and that "the circuit court shall hear the

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matter *de novo.* " HRS § 92F–15(a)-(b) (emphasis added).

B. *'Olelo is Not an Agency for Purposes of UIPA.*

[19] The issue of whether an entity, such as 'Olelo, is an "agency" as defined in UIPA is one of first impression for this court. "Agency," in the context of the applicability of UIPA, is defined as follows:

> "Agency" means any unit of government in this State, any county, or any combination of counties; department; institution; board; commission; district; council; bureau; office; governing authority; other instrumentality of state or county government; or *corporation* or other establishment *owned, operated, or managed by or on behalf of this State* or any county, but does not include the nonadministrative functions of the courts of this State.
>
> HRS § 92F–3 (emphases added).

The dispute in this case is whether 'Olelo is a " *corporation* [FN3] *... owned, operated,* or *managed by or on behalf of this State.*"

> FN3. Although OIP suggests that 'Olelo may be an "instrumentality" of the State, both parties agree that 'Olelo is a nonprofit corporation.

1. OIP's position

[20] OIP contends that 'Olelo is a corporation "owned, operated, or managed by or on behalf of this State" based on a "totality of the circumstances test," adopted by the Connecticut supreme court, which considers four factors:

> (1) whether the entity performs a governmental function;
>
> (2) the level of government funding;
>
> (3) the extent of government involvement or regulation; and
>
> (4) whether the entity was created by the government.

Connecticut Humane Society v. Freedom of Info. Comm'n, 218 Conn. 757, 591 A.2d 395, 397 (1991). However, the Connecticut freedom of information statute is substantially *347 **494 different from UIPA.[FN4] Significantly, it does not contain the provision at issue herein, "a corporation ... owned, operated or managed by or on behalf of this State." Therefore, the Connecticut supreme court test is of limited utility when determining whether 'Olelo is an "agency" within the meaning of UIPA.

> FN4. The Connecticut Freedom of Information Act, General Statutes of Connecticut § 1–18a(a) defines "public agency" or "agency" as:
>
> > any executive, administrative or legislative office of the state or any political subdivision of the state and any state or town agency, any department, institution, bureau, board, commission, authority or official of the state or of any city, town, borough, municipal corporation, school district, regional district or other district or other political subdivision of the state, including any committee of any such office, subdivision, agency, department, institution, bureau, board, commission, authority or official, and also includes any judicial office, official or body or committee thereof but only in respect to its or their administrative functions.
>
> *Connecticut Humane Society,* 591 A.2d at 396 n. 1.

OIP next contends that federal caselaw interpreting the federal "state actor" test supports its position that 'Olelo is a state agency under UIPA. OIP initially cites *Lebron,* 513 U.S. at 400, 115 S.Ct. 961, for its test that finds an entity is a "state actor" when

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the Government creates a corporation by special law, for the furtherance of governmental objectives, and retains for itself permanent authority to appoint a majority of the directors of that corporation, the corporation is part of the Government for purposes of the First Amendment.

OIP Op. Ltr. No. 02–08, 10.

OIP also cites two additional federal cases to support its contention that PEG facilitators perform a government function: *Denver Area Educ. Telecomm.*, 518 U.S. 727, 116 S.Ct. 2374, and *Demarest v. Athol/Orange Community Television Inc.*, 188 F.Supp.2d 82 (D.Mass.2002). *Denver Area Educational Telecommunications* declared unconstitutional a provision of the federal Cable Television and Consumer Protection and Competition Act of 1992 that permitted cable operators to prohibit the transmission of "patently offensive" programming on PEG channels. In a plurality opinion, the United States Supreme Court held that the provision violated the first amendment because the mixed public-private supervisory scheme of most PEGs rendered the restriction not "necessary" to the government purpose of protecting children from offensive material.[FN5] The first amendment was implicated not because PEG channels were acting on behalf of the state, but because the statutory provision at issue constituted a government regulation of free speech. 518 U.S. at 740–41 116 S.Ct. 2374.

> FN5. Justices Kennedy and Ginsburg concurred in the result, but they considered PEG channels to be designated public forums, and thus, would have applied strict scrutiny to the restriction.

In contrast, *Demarest* dealt with a PEG operator's ability to regulate speech that was broadcast on PEG channels. In *Demarest*, the United States District Court for the District of Massachusetts granted a preliminary injunction against a PEG facilitator because it found a substantial likelihood that the PEG facilitator would be found a "state actor" for purposes of the first and fourteenth amendments. Central to the district court's finding that the PEG facilitator in question was "bound by the mandates of the First Amendment" was the fact that it was created by the government "to serve the community" and all of its "directors [were] appointed by the government." 188 F.Supp.2d at 91.

[21][22] OIP's reliance on *Lebron, Denver Area Educational Telecommunications*, and *Demarest* is misplaced because these cases are not relevant to whether 'Olelo is "owned, operated, or managed by or on behalf" of the State for purposes of UIPA. The aforementioned cases deal with the applicability of constitutional obligations, not whether an entity is subject to a federal or state freedom of information law. Furthermore, in the federal context, entities found to be "state actors" for one purpose are not necessarily "agencies" for purposes of the federal Freedom of Information Act (FOIA), 5 U.S.C. § 552 et seq. (2007). *See Irwin Mem'l Blood Bank of the San Francisco Med. Soc'y v. Int'l Red Cross*, 640 F.2d 1051, 1052 (9th Cir.1981). In *Irwin*, the Ninth Circuit Court of Appeals *348 **495 found that the relevance of *Department of Employment v. United States*, 385 U.S. 355, 358, 87 S.Ct. 464, 17 L.Ed.2d 414 (1966), a Supreme Court case that determined the Red Cross was an " instrumentality of the United States" for purposes of immunity from state taxation, was "substantially diminished" in the context of FOIA because Congress had "expressly defined" what agencies FOIA applied to.[FN6] *Irwin*, 640 F.2d at 1052. *See also Dong v. Smithsonian Inst.*, 125 F.3d 877 (D.C.Cir.1997) (holding that even though the Smithsonian Institute was an agency for purposes of the Federal Tort Claims Act, it did not meet the definition of "agency" under the federal Administrative Procedure Act, or FOIA, from which the Federal Privacy Act derives its definition of the term "agency"). Thus, we do not believe that the federal courts' "state actor" analysis used to determine constitutional obligations is helpful in determining the scope of the statutory definition of "agency" under UIPA.

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FN6. Pursuant to FOIA,

> "agency" as defined in section 551(1) of this title includes any executive department, military department, Government corporation, Government controlled corporation, or other establishment in the executive branch of the Government (including the Executive Office of the President), or any independent regulatory agency.
>
> 5 U.S.C. § 552(f) (2007).
>
> Pursuant to 5 U.S.C. § 551(1), the Administrative Procedure Act,
>
> (1) "agency" means each authority of the Government of the United States, whether or not it is within or subject to review by another agency, but does not include-
>
> (A) the Congress;
>
> (B) the courts of the United States;
>
> (C) the governments of the territories or possessions of the United States;
>
> (D) the government of the District of Columbia;
>
> or except as to the requirements of section 552 of this title—
>
> (E) agencies composed of representatives of the parties or of representatives of organizations of the parties to the disputes determined by them;
>
> (F) courts martial and military commissions;
>
> (G) military authority exercised in the field in time of war or in occupied territory; or
>
> (H) functions conferred by sections 1738, 1739, 1743, and 1744 of title 12; chapter 2 of title 41; subchapter II of chapter 471 of title 49; or sections 1884, 1891–1902, and former section 1641(b)(2), of title 50, appendix;
>
> 5 U.S.C. § 551(1)(2007).

2. 'Olelo's position

'Olelo bases its position that it is not an agency within the purview of UIPA upon the following alternative grounds: (1) 'Olelo is not an agency based on the plain and unambiguous language of HRS § 92F–3 defining "agency"; (2) 'Olelo is not an agency under federal Freedom of Information Act precedent, and (3) OIP is estopped from contradicting admissions it made in *Morales v. Na Leo 'O Hawai'i Inc.*, No. 04–00107 (D.Haw. May 4, 2005) (unpublished).

For the reasons discussed below, we agree with 'Olelo that the language of HRS § 92F–3 defining "agency" is plain and unambiguous and that the application of the undisputed facts to the statutory definition establishes as a matter of law that 'Olelo is not an agency within the purview of UIPA.

3. Undisputed facts

The circuit court found that the following facts were not disputed:

1. 'Olelo is a private, nonprofit corporation.

2. 'Olelo is not supported directly by taxpayer funds. Rather, it gets its funds from the cable provider, Time Warner Cablevision, through access fees paid by viewers.

3. There is no government control over 'Olelo's activities. 'Olelo's Chief Executive Officer and staff run its day-to-day operations.

4. 'Olelo's employees are not State Employees.

5. 'Olelo has title to its equipment and leases, not the State.

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6. 'Olelo's activities are not a required function of any government agency.

[23] OIP did not challenge any of these findings of fact on appeal, and thus, we will consider them undisputed facts. *See Okada Trucking Co., Ltd. v. Bd. of Water Supply,* 97 Hawai'i 450, 458, 40 P.3d 73, 81 (2002) ("Findings of fact ... that are not challenged ***349 **496** on appeal are binding on the appellate court."); Hawai'i Rules of Appellate Procedure (HRAP) Rule 28(b) (4) (the opening brief must contain "[a] concise statement of the points of error set forth in separately numbered paragraphs.... Points not presented in accordance with this paragraph will be disregarded, except that the appellate court, at its option, may notice a plain error not presented."); HRAP Rule 28(b)(7) ("Points not argued [in the opening brief] may be deemed waived.").

4. The language of HRS § 92F–3 is plain and unambiguous.

[24][25] As noted earlier, the dispute in this case concerns the statutory language of HRS § 92F–3 defining "agency" as a "corporation ... owned, operated, or managed by or on behalf of this State...." Pursuant to our rules of statutory construction, as we stated in a previous UIPA decision,

> our foremost obligation is to ascertain and give effect to the intention of the legislature[,] which is to be obtained primarily from the language of the statute itself. And where the language of the statute is plain and unambiguous, our only duty is to give effect to its plain and obvious meaning.

Hawai'i Org. of Police Officers, 83 Hawai'i at 402, 927 P.2d at 410 (citation omitted). As such, the court will attempt to construe the meaning of words in a statute according to their "general or popular use or meaning," HRS § 1–14 (1993).[FN7] If the words at issue are not defined in the statute, "we may rely upon extrinsic aids to determine [the legislature's] intent. Legal and lay dictionaries are extrinsic aids which may be helpful in discerning the meaning of statutory terms." *Singleton v. Liquor Comm'n, County of Hawai'i,* 111 Hawai'i 234, 243–44, 140 P.3d 1014, 1023–24 (2006)(quoting *Ling v. Yokoyama,* 91 Hawai'i 131, 133, 980 P.2d 1005, 1007 (App.1999)).

FN7. HRS § 1–14 states:

> The words of a law are generally to be understood in their most known and usual signification, without attending so much to the literal and strictly grammatical construction of the words as to their general or popular use or meaning.

It is within this context that we examine the statutory language in question: "a corporation ... owned, operated, or managed by or on behalf of this State."

a. *'Olelo is not "owned" by the State.*

[26] The word "owned" is not defined in the definitions section of UIPA, HRS § 92F–3, and hence we will look to legal and lay dictionaries as extrinsic aids to determine its meaning. *Black's Law Dictionary* defines "own" as "[t]o have good legal title; to hold as property; to have a legal or rightful title to; to have; to possess." *Black's Law Dictionary* 1105 (6th ed.1990). *Webster's Third New International Dictionary* similarly defines "own" as "to have or hold as property or appurtenance: have a rightful title to, whether legal or natural." *Webster's Third New International Dictionary* 1612 (1993).

It is undisputed that 'Olelo is a nonprofit corporation which is the sole title owner of its equipment and the lessee of its offices and facilities. Although there are relinquishment provisions in the DCCA agreement regarding PEG fee accounts, facilities, and equipment acquired with PEG fees, the DCCA does not have any present rights in this property. Moreover, the relinquishment provisions do not include the intellectual property created by 'Olelo, which includes written materials, programming, trademarks, the company name, logo, website, and other non-tangible property created by 'Olelo; 'Olelo is the legal owner of these assets, not

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the State. Even if its agreement with the DCCA were terminated, 'Olelo would still have sole title to these assets and any other assets not acquired with PEG fees.

Under these facts, 'Olelo is not "owned" by the State.

b. *'Olelo is not "operated" by the State.*

[27] The word "operated" is similarly not defined in UIPA. *Black's* defines "operate" as "[t]o perform a function, or operation, or produce an effect." *Black's Law Dictionary* at 1091. *Webster's* similarly defines "operate," as it relates to an entity, as "to manage *350 **497 and put or keep in operation whether with personal effort or not." *Webster's Third New International Dictionary* at 1580–81.

The undisputed facts are that the State does not perform the function of providing PEG channel access and programming because it does not manage or control 'Olelo's day-to-day operations. *See infra* Section III.b.4.c. 'Olelo's CEO and staff perform all operating functions. Moreover, 'Olelo's employees are not State employees.

Under these facts, the State does not operate 'Olelo.

c. *'Olelo is not "managed" by the State.*

[28] The word "managed" is also not defined in UIPA. *Black's* defines "manage" as

> [t]o control and direct, to administer, to take charge of. To conduct; to carry on the concerns of a business or establishment. Generally applied to affairs that are somewhat complicated and that involve skill and judgment.

Black's Law Dictionary at 960. *Webster's* defines "manage," as it relates to an entity, as "to direct or carry on business or affairs." *Webster's Third New International Dictionary* at 1372.

The undisputed facts are that the State does not control, direct, administer, take charge of, or exercise skill or judgment over 'Olelo's activities or business affairs. Against these undisputed facts, 'Olelo claims the State does manage or control 'Olelo to some extent through the DCCA's power to appoint a majority of 'Olelo's Board. This power, however, is mitigated by 'Olelo's corporate bylaws, which require Board involvement in the appointments. When a Board vacancy occurs, a nominating committee made up of board members must "develop a slate of individuals it recommends to fill Director vacancies and to serve as officers." *See* 'Olelo's By–Laws, § 6.9a. The Board must then "review the slate of Directors and forward its approved slate of Directors to the Director of the DCCA and the president of Oceanic. The Board shall recommend no less than two (2) members more than the number of vacancies." *Id.* Although the slate is technically "advisory," the record shows that, in reality, the DCCA director traditionally, if not universally, makes the Board-member appointments from 'Olelo's slate of recommended appointees. Furthermore, with respect to OIP's claim that 'Olelo's mandatory reporting of financial and other activities to the DCCA demonstrates some control by the State, these reports appear to be intended to ensure compliance by 'Olelo with its contractual obligations to the State rather than to exert control over 'Olelo. *See Public Citizen Health Research Group v. Dept. of Health, Educ. & Welfare,* 668 F.2d 537, 544 (D.C.Cir.1981) (finding that reports intended to ensure contract compliance were not sufficient indices of governmental control under the FOIA definition of "agency").

Under these facts, the State does not "manage" 'Olelo.

d. *'Olelo is not "owned, operated, or managed ... on behalf of" the State.*

[29][30] The prepositional phrase "on behalf of" is also not defined in UIPA. *Webster's* defines the phrase "on behalf of" as "in the interest of: *as the representative of:* for the benefit of." *Webster's Third New International Dictionary* at 198 (emphasis added). The definitional phrase most rel-

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evant to whether 'Olelo operates "on behalf of" the State is whether 'Olelo is a "representative of" the State. A "representative" is defined as an "agent, deputy, *substitute*, or delegate usually being invested with the authority of the principal." *Webster's Third New International Dictionary* at 1926–27 (emphasis added). It would thus appear that an entity is a representative of the State when it substitutes for the state in the performance of a governmental function.

The circuit court found that "'Olelo's activities are not a required function of any government agency." This fact, not appealed, is consistent with OIP's own view, stated in its pre–2002 opinion letters, that PEG organizations were not agencies under UIPA. In one such letter, OIP opined that, "[a]lthough we believe that Akaku [the Maui PEG organization], by providing community broadcasting on Maui, is providing a service that benefits the public interest, we do not believe it is performing a governmental function." OIP *351 **498 Op. Ltr. No. 93–18, 4. In another letter, OIP concluded that "because providing 'community' broadcasting is not a required function of any government agency, we do not believe that Na Leo [the Island of Hawai'i's PEG facilitator] performs a governmental function." OIP Op. Ltr. No. 94–23, 2.

Moreover, the record shows that the DCCA director purposely created PEG facilitators, such as 'Olelo, with the intention that PEG facilitators would operate "separately and independently from the State." In fact, during 'Olelo's formation,

> There were explicit discussions about how to form 'Olelo in a way that would separate it from the State so that it would be able to operate as an independent, private non-profit community based organization. We did not want 'Olelo to be "an arm of the State" or be perceived as taking "State action."

Under these facts, 'Olelo does not perform a government function "on behalf of" the State.

IV. *CONCLUSION*

Based upon the plain and unambiguous language of HRS § 92F–3 defining "agency," the undisputed facts, and the record before us, 'Olelo is not an agency within the purview of UIPA.[FN8] We affirm the circuit court's judgment.

> FN8. Having so held, we need not consider the alternative arguments raised by 'Olelo.

Hawai'i,2007.
Olelo: The Corporation for Community Television v. Office of Information Practices
116 Hawai'i 337, 173 P.3d 484

END OF DOCUMENT

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March 19, 2012

VIA HAND-DELIVERY
Brian A. Kang, Esq.
Watanabe Ing LLP
First Hawaiian Center
999 Bishop Street
2300 First Hawaiian Center
Honolulu, Hawai`i 96813

Re: *In the Matter of the Arbitration of `Ōlelo Community Media vs. Time Warner Entertainment Company, L.P. dba Oceanic Time Warner Cable*
Office of Administrative Hearings, DCCA
No. CTV-2011-1

Dear Mr. Kang:

We received a copy of the March 16 letter you submitted to Jo Ann Uchida on behalf of Time Warner Entertainment Company L.P. dba Oceanic Time Warner Cable ("Time Warner"). On behalf of our client, Ōlelo Community Media, we object to Time Warner's unjustified requests for data and access to confidential information, as asserted in the March 16 letter.

As you know, Time Warner's right to "intervene"applies only in the public hearing phase of the PEG Access Organization designation process. Time Warner's right to "intervene" in the public hearing does not confer upon Time Warner any governmental powers or authority. "Intervention" in the public hearing process does not allow Time Warner to assume the Department of Commerce and Consumer Affairs ("DCCA") role of reviewing Ōlelo's application and determining whether it meets criteria set forth in the Guidelines to Designate PEG Access Organizations Pursuant to Act 19.

Further, "intervention" into the public hearing process is not litigation or a contested case matter where the parties have rights to demand production of documents and other evidence. Time Warner cannot engage in discovery, particularly of matters unrelated to the designation process. In fact, DCCA specifically instructed Time Warner that its questions and document requests must be limited in quantity and scope.

Under DCCA's guidance, Time Warner's requests should be only those reasonably necessary to allow Time Warner to formulate its

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testimony at the public hearing. Time Warner's questions and document requests must to be limited to only those matters materially relevant to Time Warner and they must specifically relate to the designation of `Ōlelo as a PEG Provider. (See Letter to you from then-DCCA Deputy Director Everett Kaneshige, dated January 20, 2012. The letter also instructed Time Warner that "No follow-up questions or requests for documents shall be allowed.").

Finally, Time Warner's role as an intervenor does not afford Time Warner any right to participate in conferences or other meetings that are independent of the public hearings concerning designation. Time Warner has no right to attend meetings or otherwise participate in any of the various communications between `Ōlelo and DCCA concerning the application and/or designation process.

Olelo fully intends to make complete disclosures to DCCA which are consistent with `Ōlelo's obligations as an applicant for designation as a PEG provider. In that regard, `Ōlelo will submit to DCCA its internal confidential financial documents which are necessary to enable DCCA to assess `Ōlelo's application. `Ōlelo has every expectation that DCCA will respect and honor the confidential nature of `Ōlelo's proprietary and financial information contained in these documents. `Ōlelo specifically opposes Time Warner's requests that `Ōlelo disclose its confidential financial documents to Time Warner and other entities outside of DCCA.

DCCA is fully capable of assessing `Ōlelo's financial capability and competence to provide PEG Access services. DCCA has had oversight authority of `Ōlelo's performance as a PEG service provider for the past 20 years. In that role, DCCA has always had and has fully exercised its authority to review `Ōlelo's confidential financial documents. The documents sought in connection with the designation are the same documents available to DCCA in its oversight of all PEG Service providers.

As the procuring authority for PEG services, DCCA has 20 years of experience and expertise to enable it to analyze `Ōlelo's financial capacity and competence to perform the requested services under the Guidelines. There is no compelling need for Time Warner to participate in the review of confidential financial data, especially because of the public information Ōlelo and DCCA already make available to the public. Ōlelo's contractual reporting requirements to DCCA are multifold; and all relevant Ōlelo reports are publically available, including reports issued annually disclosing the results of outside audits by independent CPA firms.

Under the circumstances, DCCA is fully qualified to review `Ōlelo's confidential financial documents and protect the public's interest in ensuring the financial viability of each PEG service applicant. There is no public interest served by Time Warner inserting itself into DCCA's role and thereby exposing `Ōlelo to commercial and competitive disadvantage if and when the PEG service designation is supplemented by an open procurement process.

DCCA's *in camera* review of `Ōlelo's competitive commercial and proprietary information fully serves the public interest because it protects the private financial interests of all entities who may seek designation as a PEG service provider. DCCA's private review of financial information from applicants avoids disclosures to entities, such as Time Warner, with conflicting interests independent of DCCA's duty to determine whether `Ōlelo (or any other applicant) meets Act 19 Guidelines.

Finally, we remind you, that the transcript of the arbitration hearing is a confidential document and was labeled accordingly at the instruction of the Hearings Officer conducting the arbitration. As you know from the instructions of the Hearings Officer and your extensive experience in matters such as this, Time Warner has a duty to comply with the Stipulation and Order Governing Confidentiality of Documents, filed on October 7, 2011. Time Warner has a specific and continuing obligation to avoid disclosure of confidential documents and the arbitration transcript for any purposes outside the arbitration.

Because of your stature as a member of the Bar and your reputation of professionalism, we anticipate that you and Time Warner will comply with all restrictions on the use of the confidential arbitration documents and transcript. However, the prolonged debate in this matter and the ever widening demands for disclosure of confidential information indicate we must assure our client that its confidential information will be protected. Please inform us if you or Time Warner intend to take any actions contrary to the discussion in this letter. We ask that you so inform us immediately so we can take appropriate action to protect our client's rights and interests.

Very truly yours,

Terry E. Thomason
Corianne W. Lau
Jessica Wong Lavarias

CWL/JWL:clm

cc: Jo Ann Uchida, Esq.
Laureen Wong, Esq.

NEIL ABERCROMBIE
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KEALI'I S. LOPEZ
DIRECTOR

March 20, 2012

Brian A. Kang, Esq.
Watanabe Ing LLP
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999 Bishop Street, 23rd Floor
Honolulu, Hawaii 96813

Dear Mr. Kang:

Re: Time Warner Entertainment Company, L.P.'s Request for Intervention in DCCA's Public Hearing on Olelo's Application for Designation as a PEG Access Organization

This is in response to your March 16, 2012 letter requesting more information on the Department of Commerce and Consumer Affairs' ("**DCCA**") position in its March 14, 2012 to counsel for Time Warner Entertainment Company, L.P. ("**Oceanic**") and 'Ōlelo Community Media ("**'Ōlelo**") that 'Ōlelo is not required to respond to Oceanic's document requests No. 4 and 8.

Regarding document request No. 4 which relates to 'Ōlelo's capital budgets, in Item #2 in its March 7, 2012 to Oceanic and 'Ōlelo, the DCCA declined to address issues that may relate to and/or intrude upon the capital arbitration process and specifically included request No. 4 in this category. As for document request No. 8, this request was covered in the first paragraph on page 3, and the DCCA determined that it would be overly burdensome for 'Ōlelo to have to respond to this document request. In its March 14, 2012 letter, DCCA corrected the typographical errors on page 2, last sentence to avoid confusion on the documents to be provided by 'Ōlelo.

If you have any questions on the above, please do not hesitate to contact Laureen Wong, CATV Staff Attorney at (808) 586-2620.

Sincerely,

Jo Ann Uchida
Acting Deputy Director

c: Corianne Lau, Esq.
Donn Yabusaki, CATV
Department of the Attorney General

Watanabe Ing LLP
A Limited Liability Law Partnership

March 21, 2012

VIA HAND DELIVERY

Ms. Cheryl Kakazu Park
Director
Office of Information Practices
No. 1 Capitol District Building
250 South Hotel Street, Suite 107
Honolulu, Hawaii 96813

Re: 'Olelo Community Media's Letter dated March 14, 2012 Regarding Its Request to Withhold Documents from Public Disclosure

Dear Ms. Park:

This is in regard to the letter dated March 14, 2012 from 'Olelo Community Media's counsel to the Office of Information Practices regarding 'Olelo's request for a formal opinion that 'Olelo's financial and budgetary documents relating to its application to continue to be the public access provider on Oahu should be withheld from public disclosure pursuant to Hawaii Revised Statutes § 92F-13(3).

This letter follows our letter to the Department of Commerce and Consumer Affairs dated March 16, 2012 on this issue, which was also sent to your office. For the reasons below, the Office of Information Practices should find that the documents at issue are government records that should be publicly available under the Uniform Information Practices Act ("UIPA"), and DCCA should be required to disclose the documents to Oceanic and the public in the proceeding relating to 'Olelo's application to continue to be the public access provider on Oahu for the next decade. The UIPA is interpreted to promote open government, and Oceanic believes that this matter should be resolved in favor of public access.

1. OIP should defer to DCCA regarding Act 19 and the significant public interest in disclosure of those documents.

Pursuant to Act 19, public access providers are exempt from the procurement code. Act 19 sets forth the process to designate access providers and the factors that DCCA must consider in designating access providers. Among other things, Act 19 provides that the following be considered by the director:

- the ability and experience of the applicant to offer public, educational, or government programming broadcast services;
- the suitability of the applicant;
- the financial responsibility of the applicant; and
- the technical and operational ability of the applicant to perform efficiently the services for which the designation is requested.

Moreover, Act 19 requires the applicants to provide "information regarding its past performance and any proposed practices." Finally, Act 19 expressly permits public involvement by requiring a public hearing and allowing interested parties to intervene.

In DCCA's Guidelines to Designate PEG Access Organizations Pursuant to Act 19 (SLH 2011) ("Guidelines"), the director has further specified that the following items, among others, must be set forth in the application:

- description of the organizational structure;
- short and long term plans for access services;
- the financial capability of the organization;
- the management, technical, and operational ability and experience of the organization;
- prior experience;
- the amount of funding required by the organization; and
- the ability of the organization to provide reports, audits, and other information to the director.

Consistent with Act 19, DCCA's Guidelines also emphasize the public's right to participate in the designation process by submitting oral and/or written input and comments on the application and/or the applicant, and allowing interested parties to intervene. In fact, the Guidelines specifically permit intervening parties to submit written questions and request supporting and clarifying documentation from the applicant. On January 20, 2012, DCCA granted Oceanic's application to intervene in the proceeding on

the basis, among other things, that since 1989, Oceanic and its subscribers have provided a total of nearly $100 million to 'Olelo in access operating fees and annual capital contributions, and Oceanic therefore has a substantial and unique interest in the proceedings.

One of the overarching considerations in passing Act 19 was the public's ability to meaningfully participate in the designation process. Committee reports regarding Act 19 indicate that the legislature believed that "the public procurement process is particularly unsuited to the concerns and needs of the community media system because it does not allow for consideration of issues regarding public participation" and that DCCA was empowered to "exercise sufficient oversight of community media providers." Stand. Comm. Rep. No. 1064.

Testimony in support of Act 19 also establishes that one of the purposes of Act 19 was to provide the public with a *more* significant and consequential role in selection of the access provider. 'Olelo itself testified and recognized that the process under Act 19 would be "*much more transparent* than the current RFP process." See 'Olelo's January 27, 2011 Testimony (emphasis added). Others also testified that Act 19 would "provide strong accountability and performance standards" for access providers, that it offered a "method of selecting PEG access providers that takes into account a wider variety of public interests," and that it was important that the process "do so in an *open and fair way*." See Gene Zarro (Akaku Chair) January 28, 2011 Testimony; Life of the Land January 31, 2011 Testimony; Americans for Democratic Action January 29, 2011 Testimony (emphasis added).

It is important to note that the State Procurement Office ("SPO") testified in opposition to Act 19, focusing on the issue of ensuring fair and equitable treatment of all applicants. The SPO testified that the procurement process provided "everyone equal opportunity to compete for Government contracts" and that all agencies should comply with the procurement code which "fosters effective broad-based competition and increases public confidence." SPO January 31, 2011 Testimony.

Accordingly, much of the discussion surrounding Act 19 focused on the extent of the public's involvement in the process, the importance of ensuring meaningful participation, and ensuring a fair and open public process. Whether in support or opposition to Act 19, everyone agreed that there was a strong public interest in ensuring an open process of designating an access provider.

Based on the foregoing, OIP should defer to DCCA's March 7, 2012 letter determination that 'Olelo must disclose those documents, and should further find that documents relating to a stipulated protective order entered in another proceeding before

the DCCA must also be disclosed. DCCA already determined that the documents it has ordered disclosed to date "may be relevant to DCCA (and Oceanic *and the public*) in reviewing 'Olelo's finances, assets, and operations in the PEG designation process." (emphasis added). Those documents include information regarding 'Olelo's tenants, operating budgets, capital funding requests, fundraising efforts, and viewership, all of which undisputedly reflect on 'Olelo's ability and suitability to provide public access, financial responsibility, technical and operational ability, short and long term plans for service, and funding requirements, all of which are required to be considered pursuant to Act 19 and the DCCA Guidelines.

'Olelo should not be permitted to withhold from public disclosure documents that are clearly relevant to the designation process, especially when 'Olelo sought the enactment of Act 19 on the basis that it would provide more transparency to the process. As DCCA itself noted in its March 7, 2012 letter, 'Olelo has not sufficiently justified why the information is confidential, proprietary, or competitively sensitive (indeed, 'Olelo previously failed to provide to the DCCA any basis whatsoever for such an assertion). 'Olelo is the only applicant for the public access contract, and has been the access provider for the last 22 years. The "threat" claimed by 'Olelo that Act 19 is only temporary, and that it will face competition once the procurement process is reinstated, is wholly speculative and unfounded, especially when DCCA itself testified in support of extending the sunset provision of Act 19. See DCCA April 5, 2011 Testimony. Accordingly, there is no reason for OIP to intervene in this issue by issuing an opinion that is directly contrary to DCCA's findings, as 'Olelo requests. In addition, as set forth below, there is no basis for OIP to issue an opinion that the documents must be withheld from public disclosure under the UIPA.

2. UIPA *requires* disclosure of purely *factual* materials that 'Olelo must submit to pursue designation as the State's Access provider.

The stated purposes of the UIPA include promoting the public interest in disclosure and governmental accountability. See HRS §92F-2. In that vein, the general rule is that "all government records are open to public inspection unless access is restricted or closed by law." HRS §92F-11(a). There are only five exceptions in UIPA to this general rule, which are contained in HRS §92F-13. One of those exceptions is for government records that "by their nature, must be confidential in order for the government to avoid the frustration of a legitimate government function." HRS §92F-13(3). This is the ***only*** exception that 'Olelo claims is applicable.

In OIP Opinion Letter No. 00-01 (April 12, 2000), OIP outlined the "legitimate government function" test as it applies to the deliberative or decision-making process of an agency. OIP recognized that disclosure of "documents that are both predecisional and

deliberative would frustrate agency decision-making functions[.]" OIP, however, specifically stated that "***purely factual material is often not protected under the deliberative process privilege because it does not ordinarily implicate the decision-making process.***" OIP's opinion on this subject is firmly established. See OIP Opinion Letter No. 90-8 (February 12, 1990); OIP Opinion Letter No. 89-9 (November 20, 1989).

In this case, 'Olelo is being required to disclose documents that contain purely factual material. The documents that 'Olelo must disclose include factual information regarding its budget and expense documents. These purely factual materials are being provided to DCCA to inform its decision-making under Act 19 on whether 'Olelo has been fiscally responsible and efficient, whether to designate 'Olelo as an access provider, and if so, the terms under which such a designation should be made. Accordingly, while this exception may apply to predecisional and deliberative documents produced by DCCA, it does ***not*** exempt the purely factual documents disclosed by 'Olelo that will allow DCCA to review its technical, operational, and financial capabilities.

3. There is no evidence that 'Olelo's documents contain proprietary information, trade secrets, of confidential commercial and financial information.

The "frustration" exception described above also allows an agency to withhold confidential, proprietary, and financial information which, if disclosed, would frustrate the ***agency's ability*** to perform its legitimate duties. See OIP Opinion Letter No. 07-11 (Sept. 25, 2007) (opining that DLNR permit applications for activities in a marine refuge must be disclosed). The types of confidential, proprietary, or financial information that may be withheld under this exception are extremely limited. To justify withholding, the documents must (1) impair the government's ability to obtain the necessary information in the future, or (2) cause substantial harm to the competitive position of the person disclosing the information. See id. Harm that is too speculative is not sufficient to justify non-disclosure, and may be the "cost of doing business with the Government." See OIP Opinion Letter No. 90-15 (April 9, 1990) (opining that component prices set forth in lump sum bids on public contracts were subject to disclosure).

As set forth in DCCA's March 7, 2012 letter, 'Olelo has not sufficiently justified why the information it is seeking to withhold is confidential, proprietary, or competitively sensitive. 'Olelo is the only access provider applicant, and has been the access provider for the last 22 years. 'Olelo has not established how any of its budgetary, financial and operational information would cause substantial competitive harm. Instead, the harm it alleges is only extremely speculative in nature. Moreover, the public's interest in reviewing and commenting on the information through the "transparent" designation process (as set forth above) outweighs minimal speculative concerns, if any, that may

occur should a future competitor ever review the information. No prospective "competitor" has filed any application with the DCCA, and of course 'Olelo's application is the only application being considered in this proceeding. Accordingly, there is no significant competitive harm that 'Olelo can sufficiently establish to withhold those documents from the public and Oceanic.

'Olelo also fails to establish that disclosure of this information would prevent DCCA from obtaining the information in the future. Act 19 requires disclosure of that information to assist in reviewing 'Olelo's technical, operational, and financial capabilities. Providing that information is part and parcel of being designated the access provider under Act 19, which entitles 'Olelo to substantial funding each year through the cable operator. Moreover, DCCA, which has already required disclosure of the information, is itself not concerned about disclosure of this information having any kind of "chilling effect" on future applicants, if any. Deference to DCCA on this issue must be afforded.

Finally, 'Olelo's citations to any procurement code-related processes must be disregarded. As set forth in detail in Section 1 above, as advocated by 'Olelo itself, Act 19 exempts this process from the procurement code, with one of the major distinguishing factors being the transparency of the process and the public's ability to meaningfully participate. Accordingly, as 'Olelo itself has recognized in seeking an exemption from the state procurement code, none of those procurement cases should have any bearing on this situation.

4. The Stipulated Protective Order expressly contemplated the declassification of the documents and the ability for public disclosure.

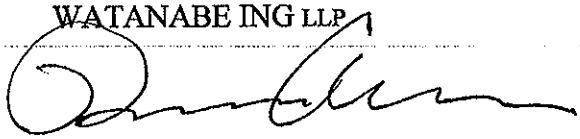
'Olelo claims that the Stipulation and Order Governing Confidentiality of Documents, filed on October 7, 2011 ("Stipulated Order") in an arbitration proceeding over capital funding (CTV-2011-1, Office of Administrative Proceedings), protect certain documents from disclosure that 'Olelo has sought to keep from the public. This is misleading. The Stipulated Order expressly provides for either party to request declassification, and the arbitrator did not preclude Oceanic from seeking declassification of the documents (and in fact recognized Oceanic's right to do so). Accordingly, any claim by 'Olelo that its classification of the documents in the arbitration proceeding prevents disclosure under the UIPA is completely unfounded. The arbitration proceeding specifically related to 'Olelo's capital funding requests, and Oceanic did not further pursue the issue before the arbitrator given the specific claims in that case. 'Olelo's application for designation as an access provider here, however, involves much broader issues, including the technical, operational, and financial responsibility of 'Olelo as a whole, its suitability to continue as the access provider, and its ability to efficiently

perform the services requested. Accordingly, the Stipulated Order should have no bearing on the disclosure of the documents that 'Olelo has sought to keep from public disclosure.

Thank you for your attention to this matter, and please contact us with any questions.

Very truly yours,

WATANABE ING LLP



BRIAN A. KANG

cc: Jo Ann Uchida, Esq.
Laureen Wong, Esq.
Cori Lau, Esq. / Terry Thomason, Esq.
Oceanic Time Warner Cable

March 21, 2012

VIA HAND DELIVERY

Terry E. Thomason, Esq.
Corianne W. Lau, Esq.
Jessica Wong Lavarias, Esq.
Alston Hunt Floyd & Ing
1001 Bishop Street, Suite 1800
Honolulu, Hawaii 96813

Re: 'Olelo Community Media's Letter dated March 15, 2012 Concerning its Responses to Requests for Information

Dear Counsel:

This responds to your letter dated March 19, 2012 in the above-referenced matter.

Intervenor Time Warner Entertainment Company, L.P., through its Hawaii Division, Oceanic Time Warner Cable ("Oceanic") has been granted the right to intervene in this proceeding regarding 'Olelo's application. This is a process (including the right to intervene) that 'Olelo itself supported and testified would be "much more transparent than the current RFP process." *See* 'Olelo Community Media's Testimony in Support of HB 112 Relating to Cable Television Systems (January 27, 2011).

Oceanic is not seeking "to assume the Department of Commerce and Consumer Affairs ("DCCA") role of reviewing 'Olelo's application" as 'Olelo suggests. Rather, Oceanic, as an intervenor in this proceeding, has an *independent* right to seek information so that it can evaluate and analyze the factors articulated in Act 19, which include the public need for the proposed service, the suitability of 'Olelo, the financial responsibility of 'Olelo, and the ability of 'Olelo to perform efficiently the services for which designation is requested. 'Olelo fails to cite any authority disputing this. Oceanic is attempting to obtain information (despite 'Olelo's repeated attempts to stymie this process) so that Oceanic may provide the DCCA the benefit of Oceanic's views with respect to this matter (as Act 19 contemplates and as authorized by the DCCA). If DCCA believes that Oceanic is actually attempting to "usurp" the authority of the DCCA, Oceanic believes that the DCCA is more than capable of protecting and preserving that authority.

'Olelo continues to take exception with Oceanic's document and information requests. The facts are, however, that: 1) DCCA has already rejected 'Olelo's attempts to block Oceanic from participating in this proceeding; 2) DCCA has already determined that 'Olelo's bald assertions that its documents are allegedly "confidential due to their proprietary, and/or competitively sensitive nature" are unjustified; and 3) DCCA has not found that any of Oceanic's requests are not related to the designation of 'Olelo as an access provider.

Given the foregoing, Oceanic is concerned with what appears to be a pattern and practice by 'Olelo in this proceeding to hinder Oceanic's timely access to information that is clearly relevant and material to 'Olelo's application to continue to be the public access provider on Oahu and evaluation of the factors articulated in Act 19. These instances have included:

- 'Olelo's efforts to oppose Oceanic's request for intervention by representing to the DCCA, among other things, that intervention is "procedurally impermissible" when, in reality, Act 19 *expressly* provides for intervention;
- Failing to provide Oceanic with 'Olelo's responses to the information requests when due on February 3, 2012 (as distinguished from the response to the requests for documents, which were provided on February 3, but materially incomplete), and then providing a copy on February 7, 2012 only after Oceanic specifically requested a copy;
- Failing to provide full and complete responses to Oceanic's request for documents and information requests, necessitating Oceanic's request to the DCCA to compel the information;
- Failing to provide supplemental responses to the request for documents and information requests by March 14, 2012 as ordered by the DCCA;
- Failing to inform Oceanic that 'Olelo had requested an extension of time to provide the information and documents requested by Oceanic during a meeting that 'Olelo sought separately with the DCCA (but did not inform Oceanic of);

- Failing to copy Oceanic on correspondence to the Office of Information Practices regarding the documents and information requested by Oceanic.

'Olelo's acts and omissions as noted above are inconsistent with the policies of Act 19 to ensure that the selection of a public access provider would be subject to a full, fair and transparent process, and has prejudiced Oceanic's ability to fully prepare for this proceeding. As such, Oceanic must reserve all of its rights herein.

Finally, with respect to your "reminder" regarding the transcript and stipulated protective order entered in the arbitration proceeding, if you have any *facts* supporting any alleged violations of the stipulated protective order, please bring them to Oceanic's attention *immediately* so that those facts may be investigated. If there are no *facts* to bring to Oceanic's attention at this time, your "reminder" serves nothing but to raise vague and completely unsupported allegations that unfairly prejudice Oceanic and its counsel before the DCCA in this proceeding.

Very truly yours,

WATANABE ING LLP

BRIAN A. KANG

cc: Jo Ann Uchida, Esq.
Laureen Wong, Esq.
Oceanic Time Warner Cable

NEIL ABERCROMBIE
GOVERNOR

BRIAN SCHATZ
LT. GOVERNOR

STATE OF HAWAII
CABLE TELEVISION DIVISION
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
335 MERCHANT STREET
P.O. Box 541
HONOLULU, HAWAII 96809
(808) 586-2620
FAX (808) 586-2625

KEALI'I S. LOPEZ
DIRECTOR

March 21, 2012

Via Email

Mr. Roy Amemiya
President & Chief Executive Officer
'Ōlelo Community Media
1122 Mapunapuna Street
Honolulu, Hawaii 96819

Re: Application of 'Ōlelo Community Media for Designation as PEG Access Organization for Oahu

Dear Mr. Amemiya,

By letter dated March 8, 2012, 'Ōlelo Community Media ("**'Ōlelo**") was ordered by the Department of Commerce and Consumer Affairs ("**DCCA**") to provide certain information and documents requested by Oceanic Time Warner Cable ("**Oceanic**") in its March 1, 2012 letter to the DCCA ("**TWE RPOD**"). DCCA determined that these records may be relevant to DCCA (and Oceanic and the public) in reviewing 'Ōlelo's application for designation as the PEG access organization for Oahu. DCCA ordered 'Ōlelo to produce these records by March 14, 2012, which deadline was extended to March 15, 2012.

On March 15, 2012, 'Ōlelo provided to DCCA and Oceanic copies of some of the records which it had been ordered to produce. 'Ōlelo withheld other documents from DCCA and Oceanic, claiming that these documents were confidential. It is our understanding that 'Ōlelo is willing to provide the records to DCCA, but with advance assurance by DCCA that the information will not be disclosed to Oceanic or any member of the public unless and until the Office of Information Practices ("**OIP**") issues an opinion that the records must be disclosed. However, DCCA cannot make such an assurance where it has not viewed the records and believes that the type of information requested must be public under chapter 92F, the Uniform Information Practices Act (Modified) (UIPA). See OIP Op. Ltr. No. 90-2 (agency may not make a promise of

confidentiality that would circumvent the requirements of the UIPA); State of Hawai'i Org. of Police Officers (SHOPO) v. Soc'y of Prof'l Journalists–Univ. of Hawai'i Chapter, 83 Hawai'i 378, 412-414, 927 P.2d 386, 405-06 (1996) (confidentiality provision in a collective bargaining agreement that prevented agency from performing its duties under the UIPA was unenforceable).

Based upon our review of the records that have been submitted to DCCA to date, the following documents have not yet been provided to DCCA. 'Ōlelo is required to provide these documents to DCCA and Oceanic without delay.

1. TWE RPOD #3: Operating Budgets in detailed form for years 2005 – 2017 (i.e. by summary of expense catagories).

2. TWE RPOD #5: All Budget to Actual Results Reports for each year from 2005 – 2011 (FY 2006-2010).

3. TWE RPOD #6: October 2010 Financial Projection for Operating Expenses (FY ending 12/31/2011 through 2015).

4. TWE RPOD #10: Documents from 2005 to present that relate or refer to 'Ōlelo's plans or efforts to raise funds from other sources than Oceanic or the State (DCCA subsequently informed 'Ōlelo that this information could be provided in summary form that included the date, source, amount and result of these efforts.).

5. TWE RPOD #16: The amount and the percentage of capital funds that 'Ōlelo plans to use for the direct or indirect benefit of its tenants for 2015, 2016 and 2017.

In addition, DCCA further orders the production of records as follows:

6. TWE RPOD #4: DCCA originally declined to order 'Ōlelo to provide this information since it appeared to be within the capital fund payment arbitration proceeding. However, 'Ōlelo has indicated that the capital budgets for 2015, 2016 and 2017 are outside of the capital arbitration proceeding. Therefore, 'Ōlelo should provide its capital budgets for 2015, 2016 and 2017 to DCCA and Oceanic.

As previously indicated in our March 8, 2012 letter to your attorneys, DCCA believes that this information is reasonably related to the criteria for designation of a PEG access organization and should be made available to DCCA, Oceanic and the public.

Accordingly and in order to prevent any delay in the designation process, ʻŌlelo is requested to provide the records as outlined in this letter by close of business on Friday, March 23, 2012. If you have any questions regarding the above, please do not hesitate to contact Laureen Wong, CATV Staff Attorney, at (808) 586-2620.

Sincerely,

Jo Ann Uchida
Acting Deputy Director

c: Donn Yabusaki, CATV Administrator
Department of the Attorney General
Corianne Lau, Esq.
Brian Kang, Esq.

RECEIVED
2011 MAR -1 A 8:30
DIRECTOR'S OFFICE
COMMERCE AND
CONSUMER AFFAIRS

February 28, 2011

Ms. Keali'i S. López
Director
Department of Commerce and Consumer Affairs
P.O. Box 541
Honolulu, HI 96809

FILED
2011 MAR 1 A 11:58
CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

Dear Director López:

Thank you for the opportunity to share our annual accomplishments for the last calendar year. Enclosed are the documents that make up 'Ōlelo's 2010 Annual Report. They include the:

- Executive Summary for 2010.
- 2010 Annual Activity Report required by 'Ōlelo's contract with the DCCA.
- Year-End Activity Report that provides information about 'Ōlelo's other operational and administrative achievements during the year.

Together, these documents detail 'Ōlelo's activities in 2010. It was another year of growth in program hours. Premiere programming increased nearly 5%. This made scheduling shows in prime time a challenge. As a result, the decision was made to pair up series programs in prime time.

'Ōlelo also continued to support video archiving services for locally created community productions including meetings of the Honolulu City Council and the Hawaii State Senate. 'Ōlelo has worked closely with our Government partners to extend the reach of their public meetings through this on-demand internet access.

'Ōlelo continues to proactively increase the diversity of voices and programming through its network of community media centers across O`ahu. Adequate funding for staff to manage our services and programs, as well as capital funding for a necessary transition from outdated analog equipment to digital continues to be a challenge for us. Going forward, we would like to meet with DCCA officials to discuss removing the funding cap or other alternatives to ensure current and future services may continue without interruption.

'Ōlelo is proud of what we and the communities we serve accomplished in 2010. Please contact me if you have questions. Thank you for your continued support of community voices.

Sincerely,

Roy K. Amemiya, Jr.
Interim President/CEO

EXHIBIT C

COMMUNITY MEDIA

Board of Directors

Jim Boersema
Chair

Marsha Bolson
Jill Takasaki Canfield
Lynette Cruz
Lubuw Falanruw
Pat Garvey
Rochelle Gregson
Ormond Hammond
Nelson Lau
Bennette Misalucha
Diane Peters-Nguyen
Michael Rosenberg
Steve Sombrero
John Williamson

Roy Amemiya
President and CEO

'Ōlelo Community Television
2010 Annual Activity Report
Executive Summary

Overview

This Executive Summary is one of three reports that—taken together—chronicle 'Ōlelo's activities for 2010. The DCCA has required this report, in addition to the Annual Report, since 2004.

In 2010, 'Ōlelo cablecast 52,560 hours of programming (shown in Table 1). Overall first-run programming from the Public Sector was up by 9 percent; however total first-run Government programming decreased by 9 percent. This decrease in Government programming can be attributed to 2010 being an election year. If we compare Government programming in election years, then we note a program increase of 4 percent in 2010 over 2008 numbers.

Programming

Table 1. Total Hours of Programming: First Run, Repeat and Submitted but Not Aired

Sector	Total Hours of Programming		Total Hours of First Run Programming		Total Hours of Repeat Programming		Total Hours of Programming Submitted but Not Aired †	
	2009	**2010**	2009	**2010**	2009	**2010**	2009	**2010**
Public	20,331.57	**21,613.15**	4,549.05	**4,942.78**	15,782.52	**16,670.37**	N/A	**N/A**
Education	14,638.78	**14,477.38**	‡	‡	‡	‡	N/A	**N/A**
Government	7,139.08	**6,853.63**	1,333.17	**1,217.85**	5,805.92	**5,635.78**	N/A	**N/A**
Sub-Totals *	42,109.43	**42,944.16**	5,882.22	**6,160.63**	21,588.44	**22,306.15**	N/A	**N/A**
Other Sectors §	10,450.57	**9,615.84**						
Total	52,560.00	**52,560.00**						

† All programs meeting standard administrative and technical submittal requirements were aired.
* Education hours cannot be broken down by First Run vs Repeat since that information is not provided to 'Ōlelo by HENC. Therefore Subtotals for First Run and Repeat only include Public and Government hours.
‡ UH and DOE programming hours are provided in the HENC reports.
§ This programming is not designated P, E or G, and includes Island Info, overnight satellite feeds, other non-PEG specific programs and any outages.

Table 2. Programming by Origin: Locally Produced, Non-Locally Produced & Bulletin Board

Sector	Total Hours of Programming		Total Hours of Locally Produced Programming		Total Hours of Non-Locally Produced Programming		Total Hours of Bulletin Board Programming	
	2009	**2010**	2009	**2010**	2009	**2010**	2009	**2010**
Public	20,331.57	**21,643.15**	16,807.30	**18,994.27**	3,524.27	**2,648.88**	N/A	**N/A**
Education	14,638.78	**14,564.92**	†	†	†	†	N/A	**N/A**
Government	7,139.08	**6,853.63**	7,108.88	**6,838.56**	30.20	**15.07**	N/A	**N/A**
Sub-Totals	42,109.43	**43,061.70**	38,554.96	**40,397.75**	3,554.47	**2,663.95**		
Bulletin Board	1,505.63	**988.67**					1,505.63	**988.67**
Other Sectors §	8,944.94	**8,509.63**						
Total	52,560.00	**52,560.00**						

§ This programming is not designated P, E or G, and includes overnight satellite feeds, other non-PEG specific programs and any outages.
† UH and DOE programming hours are provided in the HENC reports.

Table 3. Programming By Source: First Run Hours from P, E and G Sectors in the Categories of Dropped off for Play, PEG Trained and Certified Producers and Hours Created by `Ōlelo (Open Mic and Created by PEG)

Sector	Total Hours of Programming "Dropped Off for Play" *		Total Hours of Programming Created by PEG Trained and Certified Producers		Total Hours of Programming Created by Open Mic †		Total Hours of Programming Created by PEG ‡	
	2009	**2010**	2009	**2010**	2009	**2010**	2009	**2010**
Public	2,001.35	**2,124.07**	2,547.70	**2,818.72**	N/A	**N/A**	N/A	**N/A**
Education §	†	†	†	†	§	§	N/A	**N/A**
Government	42.92	**41.92**	1,290.25	**1,175.93**	N/A	**N/A**	N/A	**N/A**
Totals	2,044.27	**2,165.99**	3,837.95	**3,994.65**	18.84	**3.45**	59.82	**76.92**

* These hours include 'Ōlelo trained and certified producers who don't use 'Ōlelo facilities for some programs.
† These hours are not tracked using the P, E or G designations. Open Mic includes *O'ahu Speaks* and *Capitol Commentary*.
‡ These hours are not tracked using the P, E or G designations.
§ UH and DOE programming hours are provided in the HENC reports.

BULLETIN BOARD (ISLAND INFO)

Island Info, 'Ōlelo's video bulletin board service, provides information to the public about community events, neighborhood board meetings and available jobs. In 2010, a total of 1926 notices were posted from individuals, community organizations and agencies, including O'ahu Job Links and the Hawaii State Legislature.

OPEN MIC (OAHU SPEAKS)

O'ahu Speaks is one of 'Ōlelo's Open Mic services. It allows anyone from the community to come to the Mapunapuna CMC and videotape a message of up to seven minutes in length. This program runs weekly, and provides a convenient way to get brief messages on the channels with minimal turn-around time between recording and cablecasting. In 2010 this service was used 24 times and resulted in just over 3 hours of original open mic programming. This represents a 50% increase in use from 2009. however, compared with the mini studio service, is far less popular. The Mini Studio offers the same benefits as O'ahu Speaks, but allows the speaker a longer time to communicate their message. `Ōlelo's other open mic service, Capitol Commentary, accounted for 25 programs with 20 first-run hours of citizen and legislative speech in 2010 which represents a 15% increase in the total hours of first run programming produced through this service.

TRAINING

VIDEO PRODUCTION TRAINING

As Table 4 shows, fewer classes were taught and fewer people completed training in 2010 than in 2009. The percentage of students completing classes (certification rate) decreased from 87 percent in 2009 to 81 percent in 2010. During 2010, 'Ōlelo awarded community members 1,091 certifications in various areas of video production. While the number of classes and students decreased for all subjects due to reduced staff capacity, Studio and Van training classes decreased markedly (from 10 to 2 for Studio and 2 to 0 for Van) due to decreased demand. Demand for these more advanced classes seems to run in multi-year cycles.

Table 4. Video Production Training: All Locations

Class Name	Number of Sessions		Total Number of Enrolled Students		Total Number of Students that Completed		Percentage of Students Completing Class	
	2009	2010	2009	2010	2009	2010	2009	2010
Mini Camera	72	54	503	409	436	367	87%	90%
Final Cut Pro	79	55	595	472	512	405	86%	86%
Producer	72	53	477	367	406	237	85%	65%
Feather Pack	13	8	73	74	73	67	100%	91%
EFP/Van	2	0	32	0	32	0	100%	0%
Studio	10	2	60	18	56	15	93%	83%
Total Instances	248	172	1,740	1,340	1,515	1,091	87%	81%

Table 5. Number of Students Trained and Certified as Producers: All Locations

2009	2010
406	237

SUMMARY OF COMPLIMENTS, SUGGESTIONS AND COMPLAINTS

Complaints range from viewers disagreeing with a program's content or message or being displeased that a program they previously viewed changed airtimes or was no longer available, or a program did not air as scheduled.

In 2010, 'Ōlelo received an average of two phone calls each business day concerning its programming. Of those, the vast majority were in regards to air times and viewer questions on how to obtain copies of shows. Inquiries also came via U.S. Mail, email and in-person communication.

Two programming issues received several inquiries. Over fifty calls or emails were received when satellite difficulties were encountered causing an interruption of the programs "Classic Arts Showcase", "Deutsche Welle", and "Democracy Now" for nearly four weeks. Once service was restored several calls were received expressing appreciation for the return of the program. Over a dozen comments were received from viewers of the Church of Latter Day Saints annual conference from Salt Lake City thanking 'Ōlelo for the live cablecast.

Of the approximate 280 comments received in 2010 20% were compliments and less than 3% were complaints about specific programming, with the balance being general programming inquiries.

SUMMARY OF COMPLAINT RESOLUTIONS

All complaints are looked into as soon as possible during normal business hours and they are normally resolved within 10 business days of receipt. When 'Ōlelo receives calls about programs, staff explains how programs are produced and scheduled. Viewers who take issue with program content are offered the opportunity to create their own programming to present their viewpoints. Additionally, the name and contact of the program producer is provided so that the viewer can share his or her views directly with the producer. Staff also explains how programs are scheduled, letting callers know if and when the program in question will air again and how to contact the producer to obtain copies of a program, if desired.

In 2010 we had a unique situation occur when we encountered satellite difficulties which caused 'Ōlelo to not be able to cablecast certain normally received programs that are via satellite. Working together with the programming providers in Germany and making technical changes to our satellite dish we were able to restore programming. During the period the programs were

not available we received numerous calls and e-mails from concerned viewers. In each instance staff informed the viewer of the situation and advised that we would keep them advised of the situation via either phone or e-mail (their choice) which was done. Once we knew when the program would be available e-mails and phone calls were made to all those who had contacted us advising them of the date, channel and times the programs would be cablecast.

'Ōlelo Community Media
2010 Annual Activity Report

Overview

- This report contains information required by 'Ōlelo's contract with the Department of Commerce and Consumer Affairs (DCCA) that is not part of the Executive Summary. This is one of three reports that collectively summarize 'Ōlelo's activities for 2010.
- The second report, the Executive Summary, contains information on programming, training, and complaint resolution. For ease of reading, the table on Total Hours of Programming is contained in both this report and the Executive Summary.
- The Year-End Activity Report is the third report. It provides added narrative information, particularly about those projects that relate to community building as well as projects that had an impact on 'Ōlelo's resources.

Programming Highlights

- First-run programming hours from the Public sector increased by 9 percent in 2010 over 2009 levels while First-run Government programming decreased by 9 percent from 2009 levels. It should be noted that this decrease in Government programming is typical during an election year. Government programming during an election year has increased in 2010 as compared to 2008 by 4 percent.

Total Hours of Programming: First Run, Repeat and Submitted but Not Aired

Sector	Total Hours of Programming		Total Hours of First Run Programming		Total Hours of Repeat Programming		Total Hours of Programming Submitted but Not Aired †	
	2009	2010	2009	2010	2009	2010	2009	2010
Public	20,331.57	21,613.15	4,549.05	4,942.78	15,782.52	16,670.37	N/A	N/A
Education	14,638.78	14,564.92	‡	‡	‡	‡	N/A	N/A
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Sub-Totals *	42,109.43	43,031.70	5,882.22	6,160.63	21,588.44	22,306.15	N/A	N/A
Other Sectors §	10,450.57	9,528.30						
Total	52,560.00	52,560.00						

† All programs meeting standard administrative and technical submittal requirements were aired.

* Education hours cannot be broken down by First Run vs Repeat since that information is not provided to 'Ōlelo by HENC. Therefore Subtotals for First Run and Repeat only include Public and Government hours.

‡ UH and DOE programming hours are provided in the HENC reports.

§ This programming is not designated P, E or G, and includes Island Info, overnight satellite feeds, other non-PEG specific programs and any outages.

OUTAGE SUMMARY

In 2010, outages on 'Ōlelo's individual channels totaled 13.84 program hours while outages that affected all channels simultaneously totaled 9.71 hours. This resulted in a grand total of 72.10 program hours of outages for the entire year. Detailed figures for individual channel outages are shown in the table below.

Channel	49	52	53	54	55	56	Total
Individual Hours	0.08	0.00	10.35	0.00	0.68	2.73	13.84
Simultaneous Hours	9.71	9.71	9.71	9.71	9.71	9.71	58.26
Total Hours	**9.79**	**9.71**	**20.06**	**9.71**	**10.39**	**12.44**	**72.10**

The great majority of the outages were attributable to problems with the cable distribution system which occurred 18 times in 2010. The rest of the outages were due to interruptions to feeds from the University of Hawaii and the Department of Education. A small portion of the outages were due to seasonal solar interference which interrupted satellite feeds.

FACILITY AND EQUIPMENT USAGE

'Ōlelo's overall facility and equipment usage increased in 2010. Details are shown in the table below. The increase was attributable to increases in a few capital-intensive areas (feather pack, studio and EFP van), plus an explosion in use of inexpensive consumer cameras, that more than offset declines in other areas. A decline in non-linear editing and linear editing continues the trend recognized in 2009, where 'Ōlelo's continuing budget squeeze has constrained the number of community hours at most CMCs. In the case of linear editing, age-related declines in functionality and reliability have limited client access to the point that we have advised clients who depend on these systems that the technology is near its end of life, and they should prepare to transition to non-linear editing.

As mentioned above, feather pack, studio and EFP van usage grew again in 2010: 46%, 6% and 37% over 2009, respectively. This can be attributed to the continuing support of these resources even during days and/or hours where the rest of the facility is closed. It is worth noting that the valve of 'Ōlelo's resources have also increased by 11%.

Equipment Type	2009 Total Hours Used	2010 Total Hours Used	% Difference	Hours Per Session	Estimated Value Per Session	2009 Total Estimated Value	2010 Total Estimated Value	% Difference
Studio	2,306	2,455	6%	8	$3,000	$864,750	$920,531	6%
Feather Pack	7,430	10,861	46%	8	$2,000	$1,857,500	$2,715,360	46%
Non-Linear Editing	34,094	32,641	-4%	6	$300	$1,704,700	$1,630,840	-4%
Linear Editing	3,293	2,356	-28%	4	$300	$246,975	$176,719	-28%
Field (PD 170)	158,932	142,716	-10%	24	$400	$2,648,867	$2,378,608	-10%
Field (DSR390)	4,734	3,149	-33%	24	$800	$157,800	$104,967	-33%
Mini Studio Service*	3,205	3,302	3%	2	$600	$961,500	$990,600	3%
EFP Van	504	692	37%	8	$4,000	$252,000	$346,100	37%
Consumer Cams	13,967	61,080	337%	24	$200	$116,392	$508,998	337%
Total Estimated Value of Resources Used:						$8,810,483	$9,772,723	11%

MARKETING AND ADVERTISING

As in years past, 'Ōlelo continued to reinforce awareness of its programs and their value through the use of the PEG television channels. On 'Ōlelo cable channels, a special thirty second TV commercial promoting election programming was aired frequently.

One thousand spots also ran on Oceanic Time Warner cable channels during the primary and general election campaign. The commercials were shared with the neighbor island PEG stations for their use of election programming.

In 2010 'Ōlelo initiated bi-weekly ads on the cover of the Star Advertiser TV Week section. We used this ad space for eight election-related ads to promote the "Vote Informed" initiative.

SUMMARY OF REVENUE FROM SOURCES OTHER THAN FRANCHISE FEES

A total of $941,666 was collected in addition to franchise fees. Tenant rental income and reimbursements accounted for $676,955 and interest income was $195,827. Youth Xchange donations accounted for $37,499 and $16,468 was derived from training and tape sales. The remainder, $14,917, was primarily miscellaneous income from different CMCs and programs.

'Ōlelo Community Television
2010 Year-End Activity Report

Overview

This 2010 Year-End Activity Report highlights challenges and accomplishments during the year. It provides added information about important operational and administrative achievements and community building efforts which add value to 'Ōlelo's services. This report complements data in the Annual Activity Report and the Executive Summary. Together, the three reports provide a comprehensive overview of 'Ōlelo's major efforts in 2010.

2010 Operational Achievements

Programming

'Ōlelo continued to operate six cable channels on Oceanic's system to provide PEG Access services on O'ahu. New programming continues to outpace 'Ōlelo's ability to accommodate all producer requests for prime time. The increases in the programming created by clients and cablecast on 'Ōlelo's channels in 2010, as well as other operational matters, are covered in more detail in the Executive Summary and Annual Report.

Community Media Centers

'Ōlelo continues to operate eight media centers across O'ahu. Included in those centers are 'Ōlelo's main facility in Mapunapuna, six Community Media Centers (CMCs) located at the following DOE partner schools: Wai'anae High, Waipahu Intermediate, Leilehua High, Kahuku High and Intermediate, King Intermediate and Jarrett Middle; and an access center located at the State Capitol. 'Ōlelo was able to maintain its commitment to serving the Public, Education and Government sectors through these eight access centers despite budgetary challenges. Lifting the funding cap would help ensure 'Ōlelo is able to continue to provide service to all of O'ahu's residents within the Honolulu area as well as the more rural areas across the island.

Ongoing Community-Building Projects

Capitol Commentary

Capitol Commentary is an on-location, open-mic service that was made available at the State Capitol throughout the 2010 legislative session. The end of the legislative session in May 2010 also marked the successful completion of *Capitol Commentary's* twelfth season. The purpose of this service is to give community members and legislators the opportunity to share their views on proposed or recently enacted legislation in a timely manner. From January to May, 150 different speakers participated, with 63 legislators and 87 community members. Twenty-five programs, totaling 20 programming hours, were created during the session.

Resulting programs were aired on 'Ōlelo's channels, made available on 'ŌleloNet, and distributed to Neighbor Island PEG Access stations throughout the session.

Youth Capitol Commentary

Youth Capitol Commentary, a successful offshoot of Capitol Commentary, completed its seventh year in 2010. This initiative trains students across O'ahu to videotape legislators from their districts on Opening Day. In 2010, 54 students from 17 schools were mentored by 'Ōlelo staff. *Youth Capitol Commentary* is part of 'Ōlelo's continuing effort to provide students with a sense of engagement and insight into the legislative process using video production.

Resulting programs were aired on 'Ōlelo's channels, made available on 'ŌleloNet, and distributed to Neighbor Island PEG organizations.

YOUTH SUMMER MEDIA PROGRAMS AT THE CMCS

In addition to our efforts to better organize our services to the community, 'Ōlelo's CMCs were also very busy this year with a growing youth intern program that served over one hundred young people from some of the neediest families on O'ahu. 'Ōlelo's CMCs put forth considerable time and effort into training these interns with the goal of demonstrating our commitment to building stronger communities, one voice at a time.

- **City and County of Honolulu's Student Work Opportunities Program (SWOP)**
  This collaborative effort with the City allowed young people whose families met the City's low-income threshold to earn wages while interning at 'Ōlelo's CMCs. Over the summer, 'Ōlelo hosted a total of 57 students between the ages of 14 -21. These young people received video production training from 'Ōlelo staff, then assisted with various 'Ōlelo productions and learned how to produce their own video programs. Many of these interns assisted with 'Ōlelo Executive Productions as camera operators, directors and editors.

- **Federal Department of Defense**
  The Department of Defense, in partnership with a local non-profit organization, Island Star, partnered with 'Ōlelo to provide employment to young people whose families met the program's income guidelines. Thirty-eight students participated in this program across each of 'Ōlelo's CMCs. The students were trained by 'Ōlelo staff and participated in various video production-related services in the community.

- **Queen Liliuokalani Children's Center (QLCC) Summer Media Program**
  The Summer Media Program, started in 2003, is 'Ōlelo's longest running youth mentoring partnership. In 2010, 'Ōlelo staff trained 24 students in video production at our Mapunapuna and Waipahu CMCs. New students learned to create oral history projects featuring members of their Ohana. Returning students helped create informational videos for Healing Our Spirit Worldwide, an international indigenous conference. The final oral history projects premiered at the annual Ho'ike that marked the end of the Summer Media Program. This year the Ho'ike was held at Dole Cannery theaters with well over one hundred people in attendance to celebrate the success of these students

- **Other Individual Internships**
  In addition to the group internships noted above, 'Ōlelo also supported individual interns from the Department of Labor, Hawaii Pacific University, Stanford University, Assets High School, Waipahu High School, and Goodwill Industries.

GIVING ALOHA

Giving Aloha is a turn-key service that 'Ōlelo provides to non-profit organizations to give them an opportunity to share their messages with the community via 30 minute studio discussions produced by 'Ōlelo staff. *Giving Aloha* programs air on OAHU, channel 52. In 2010, seven organizations taped shows, including Kapiolani Park Preservation Society, Diamond Head State Monument Foundation, Humane Society of the United States, Keiki o Ka Aina, Planned Parenthood of Hawaii, Hawaii International Child, Hawaii Habitat for Humanity. All programs were aired on 'Ōlelo's channels and made available on 'ŌleloNet.

YOUTH XCHANGE

'Ōlelo received a record 575 videos entries from K-12 students for the seventh annual *Youth Xchange* video competition. They competed in eleven categories (5 general and 6 Sponsored): mini-documentary, news segment, short, animated video, PSA, Start Living Healthy, Peacemaker, HI-5 Recycling, Global Warming, Traffic Safety and Expert. Eighty-one schools participated statewide.

The second annual Pearlridge Video Marathon took place on Saturday, April 24, 2010, at Pearlridge Center. Two Awards Banquets were held on May 17, 2010 at the JW Marriott Resort & Spa: one for elementary schools in the morning and another for intermediate/high schools in the afternoon. Sony video cameras were awarded to the winning schools.

Sponsors included Sony-Hawaii, First Hawaiian Bank, Ko Olina Resort & Marina, Pearlridge Center, HECO, Chaminade University, Rotary Club of Honolulu, Hawaii State Department of Health, Blue Planet, Honolulu Advertiser and GEICO. The State Department of Education also gave 'Spirit Awards' to schools with the highest student participation.

Over 17 hours of *Youth Xchange* programming aired on 'Ōlelo's channels, were made available on 'ŌleloNet, and were distributed to Neighbor Island PEG organizations.

VOTE! 2010

'Ōlelo provided voters with in-depth information covering local and statewide issues, candidate profiles, debates and forums prior to the primary and general elections in 2010.

Vote! is an 'Ōlelo service offered during election periods designed to increase civic participation in the democratic process. In addition to the Primary and the General elections, Special elections were also held in 2010. *VOTE!*-related programs included: *Candidates in Focus, Candidates Debate*, and *Executive Productions* covering election-related content.

Candidates in Focus (*CIF*) provided all candidates for O'ahu and Statewide office the opportunity to record five-minute messages for their constituents. All eligible statewide and O'ahu candidates from each contest were invited to participate. All candidates' messages were compiled by race to give voters an overview of each contest. In addition to being cablecast, these messages were also made available on 'ŌleloNet. For the Primary election period, 133 candidates from 5 political designations participated, and for the General election period, 94 candidates from 5 political designations were represented.

'Ōlelo worked with the League of Women Voters to produce three Lieutenant Governor Candidate Forums leading up to the Primary election. All candidates for this contest were invited and 8 candidates participated.

'Ōlelo worked with the Association of Hawaiian Civic Clubs to produce four OHA Candidate Forums. All candidates for this contest were invited and 11 OHA candidates participated.

Two Special elections were held in 2010: one for US Congressional District 1 and one for Honolulu City Council District 1. Candidates in both of these elections were invited to take advantage of 'Ōlelo's *CIF* service. Thirteen candidates for the US Congressional District 1 contest and ten candidates for the Honolulu City Council District 1 contest participated in *CIF*.

'Ōlelo's *Vote Informed* initiative provided O'ahu viewers election programming for nine hours each day for twenty one days prior to the Primary and General elections. 'Ōlelo arranged with KHPR and KITV to provide additional exposure of election programming they produced. 'Ōlelo partnered with neighbor-island community access stations to create a common promotional

theme and distribute the first exclusive statewide live TV Governor's debate for the General election.

VOLUNTEER ACTIVITY/EXECUTIVE PRODUCTIONS

Video production requires a considerable amount of work, as well as great dedication and the assistance of many volunteers. In 2010, over 530 dedicated volunteers provided more than 22,000 hours of their time creating programs that aired on 'Ōlelo's channels. These numbers are conservative; there are many volunteers who do not complete vouchers to claim the hours they donate.

Executive Productions (EPs) are particularly dependent on volunteers. Through the EP program, not-for-profit organizations and community groups are able to request coverage of events that they want cablecast on 'Ōlelo's channels. 'Ōlelo staff matched those requests with available volunteers. The resulting programming extended the impact of these events to the broader community. In 2010 there were a total of 139 Executive Productions resulting in over 200 hours of community event programming. This is an 85 percent increase from the 75 Executive Productions in 2009.

OTHER ADMINISTRATIVE EFFORTS

LEGISLATIVE MEASURES OF INTEREST

Three Measures were introduced during 2010, in the State Legislature that had the potential to affect PEG Access. 'Ōlelo provided testimony on each; none of these Measures passed.

SB2543: This Bill would have established the Hawaii communications commission and the Hawaii broadband commissioner within the DCCA. Among other responsibilities, the bill required the commission and commissioner in cooperation with the public utilities commission to work towards various goals, including increasing broadband availability in the state, providing increased, flexible, timely and responsible access to public rights of way and public facilities for broadband service providers, and providing a more streamlined permit approval process that reduces the time and cost of broadband infrastructure deployment.

SB707: This Bill would have authorized the Department DCCA to designate public, educational and governmental access organizations according to standards that would be established through Chapter 91 rulemaking procedures, and with advice from the Cable Advisory Committee. The Bill would have exempted the PEG Access organizations from the State Procurement Code.

HB2902: This Measure would have authorized the Legislative Auditor to conduct an analysis of the allocation of cable operator franchise fees to PEG access organizations, Hawaii Public Television Foundation and the Department of Commerce and Consumer Affairs' Cable Television Division to determine the basis and rationale for the distribution of amounts to each entity for fiscal years 2007, 2008, and 2009. The measure also would have authorized the DCCA to contract for a performance review or audit of 'Ōlelo Community Television to determine the effectiveness with which it implements its programs and uses its allocated resources.

MERINA INVENTORY AUDIT

The DCCA, through its consultants, Merina and Company, conducted its annual PEG access fixed assets and inventory verification on May 21 through May 28, 2010. This audit required a significant amount of staff hours and resources, and validated that 'Ōlelo's inventory controls were adequate.

PEG ACCESS SERVICES REQUEST FOR PROPOSALS

The process for the Request for Proposal (RFP) of the operation, maintenance and management of PEG access channels, funds, facilities and equipment in all four counties of the State was resumed on November 9, 2010. The DCCA hosted a site visit at 'Ōlelo for potential bidders on November 29, 2010; none showed up. 'Ōlelo submitted written questions for the RFP by the December 13 deadline and the DCCA provided answers to those questions on January 20, 2011. The RFP is currently stayed as a result of numerous protests.

REQUEST FOR AN ADDITIONAL CHANNEL

On July 9, 2010 'Ōlelo submitted a request to the DCCA for an additional PEG Access Channel. One of the points of the requests was that in the last five years since the initial request for the sixth PEG access channel, program volume has increased by 32 percent and 'Ōlelo's current channel capacity to meet this increased level of programming has been inadequate

On July 20, 2010 the DCCA denied 'Ōlelo's request for an additional channel. The challenge for staff, and more importantly community producers, has been an ever decreasing amount of available prime time.

CAPITAL BUDGET MEDIATION

As part of the current Cable Franchise Agreement that was effective at the start of 2010, Oceanic Time Warner and 'Ōlelo were to meet and agree upon the capital funding for 2011 through 2014. After initial meetings, both parties remained far apart, but agreed to mediation. While both parties were unable to come to terms on a four year agreement, 'Ōlelo agreed to accept $823,000 for 2011, and both parties agreed to resume negotiations this June to work out the capital funding for the next three years.

March 1, 2010

COMMUNITY MEDIA

Board of Directors

Roy Amemiya
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Diane Peters-Nguyen
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Kealiʻi S. López
President and CEO

Director Lawrence M. Reifurth
Dept. of Commerce and Consumer Affairs
P.O. Box 541
Honolulu, HI 96809

Dear Director Reifurth:

Enclosed are the documents that make up ʻŌlelo's 2009 Annual Report. They include the:

- Executive Summary for 2009.
- 2009 Annual Activity Report required by ʻŌlelo's contract with the DCCA.
- Year-End Activity Report that provides information about ʻŌlelo's other operational and administrative achievements during the year.

Together, these documents provide a broad overview of ʻŌlelo in 2009. It was another year of great achievement. Once again, programming increased 4% on the PEG access channels. In addition to continuing ʻŌlelo's archiving services to the Honolulu City Council, ʻŌlelo launched a pilot internet archiving project with the Hawaii State Senate. Resulting in all Senate proceedings airing with ʻŌlelo being available on demand via the internet.

During 2009, ʻŌlelo trained more people and continued its outreach efforts in more communities on Oʻahu. One of the highlights of the year was the opening of ʻŌlelo's seventh Community Media Center (CMC) in January of 2009. The center is located on the campus of Leilehua High School (LHS) where we share space with the LHS Cinema Tech Academy. Additionally in February ʻŌlelo opened its Studio@Capitol facility at the State Capitol in partnership with the State Legislature and State Administration.

ʻŌlelo continues to proactively increase the diversity of voices and programming on the PEG access channels. However, these efforts do not occur without a cost. This is why it is essential that the cap on Access fees provided to ʻŌlelo be removed to ensure these current and future PEG access services can continue without interruption. ʻŌlelo is proud of what we and the communities we serve have accomplished. Please contact me if you have questions. Thank you for your continued support of community voices.

Sincerely,

Kealiʻi S. López
President and CEO

'ŌLELO COMMUNITY TELEVISION
2009 ANNUAL ACTIVITY REPORT
EXECUTIVE SUMMARY

OVERVIEW

This Executive Summary is one of three reports summarizing 'Ōlelo's activities for 2009. The DCCA has required this report, in addition to the Annual Report, since 2004.

In 2009, 'Ōlelo cablecast 52,560 hours of programming (shown in Table 1), this decrease of 144 hours from 2008 occurred because 2008 was a leap year with an extra cablecast day for all six channels. Overall, first-run programming from the Public sector rose slightly by 1.5 percent; while total first-run Government programming increased by 14 percent.

In 2008, there was a 25 percent decrease in first-run government programming from the previous year. To address the decrease and to encourage greater participation by government officials in the creation of access programs to be shared with their constituents, 'Ōlelo opened a facility at the State Capitol in 2009. Studio@Capitol opened in February in partnership with the State House, Senate and Administration Offices.

In 2009, Studio@Capitol has been successful in providing services to 50% of the Senate and 30% of the House. In this first year of service, Studio@Capitol helped facilitate the production of 84 hours of programming from 125 different programs. This is better than anticipated for a first year and 'Ōlelo looks forward to increasing use of the facility in 2010.

'Ōlelo also expanded service to public, educational and governmental access partners in 2009 with the opening of a new Community Media Center (CMC) in Wahiawa at Leilehua High School. In addition, the existing Windward CMC moved to King Intermediate School in Kaneohe. Students, teachers, government officials and community members at both locations have already benefitted from the training and video production resources that 'Ōlelo offers. Specifically, in its first year of service, the Wahiawa CMC facilitated the production of 77 new and unique programs yielding 33 hours of Wahiawa community programming.

PROGRAMMING

Table 1. Total Hours of Programming: First Run, Repeat and Submitted but Not Aired

Sector	Total Hours of Programming		Total Hours of First Run Programming		Total Hours of Repeat Programming		Total Hours of Programming Submitted but Not Aired †	
	2008	2009	2008	2009	2008	2009	2008	2009
Public	19,420.80	20,331.57	4,473.92	4,549.05	14,946.88	15,782.52	N/A	N/A
Education	14,753.63	14,638.78	‡	‡	‡	‡	N/A	N/A
Government	6,393.87	7,139.08	1,165.75	1,333.17	5,228.12	5,805.92	N/A	N/A
Sub-Totals *	40,568.30	42,109.43	5,639.67	5,882.22	20,175.00	21,588.44	N/A	N/A
Other Sectors §	12,135.70	10,450.57						
Total	52,704.00	52,560.00						

† All programs meeting standard administrative and technical submittal requirements were aired.
* Education hours cannot be broken down by First Run vs Repeat since that information is not provided to 'Ōlelo by HENC. Therefore Subtotals for First Run and Repeat only include Public and Government hours.
‡ UH and DOE programming hours are provided in the HENC reports.
§ This programming is not designated P, E or G, and includes Island Info, overnight satellite feeds and other non-PEG specific programs.

Table 2. Programming by Origin: Locally Produced, Non-Locally Produced and Bulletin Board

Sector	Total Hours of Programming		Total Hours of Locally Produced Programming		Total Hours of Non-Locally Produced Programming		Total Hours of Bulletin Board Programming	
	2008	2009	2008	2009	2008	2009	2008	2009
Public	19,420.80	20,331.57	16,035.50	16,807.30	3,385.30	3,524.27	N/A	N/A
Education	14,753.63	14,638.78					N/A	N/A
Government	6,393.87	7,139.08	6,393.87	7,108.88	0.00	30.2	N/A	N/A
Sub-Totals	40,568.30	42,109.43	22,429.37	23,916.18	3,385.30	3,554.47		
Bulletin Board	2,717.72	1,505.63					2,717.72	1,505.63
Other Sectors §	9,417.98	8,944.94						
Total	52,704.00	52,560.00						

§ This programming is not designated P, E or G, and includes overnight satellite feeds and other non-PEG specific programs.
† UH and DOE programming hours are provided in the HENC reports.

Table 3. **Programming By Source: First Run Hours from P, E and G Sectors in the Categories of Dropped off for Play, PEG Trained and Certified Producers and Hours Created by `Ōlelo (Open Mic and Created by PEG)**

Sector	Total Hours of Programming Dropped Off for Play *		Total Hours of Programming Created by PEG Trained and Certified Producers		Total Hours of Programming Created by Open Mic †		Total Hours of Programming Created by PEG ‡	
	2008	2009	2008	2009	2008	2009	2008	2009
Public	1,968.45	2,001.35	2,505.47	2,547.70	N/A	N/A	N/A	N/A
Education §					§	§	N/A	N/A
Government	46.10	42.92	1,119.65	1,290.25	N/A	N/A	N/A	N/A
Totals	2,014.55	2,044.27	3,625.12	3,837.95	21.50	18.84	66.32	59.82

* These hours include 'Ōlelo trained and certified producers who don't use 'Ōlelo facilities for some programs.

† These hours are not tracked using the P, E or G designations. Open Mic includes *O`ahu Speaks* and *Capitol Commentary.*

‡ These hours are not tracked using the P, E or G designations.

§ UH and DOE programming hours are provided in the HENC reports.

Island Info (Bulletin Board)

Island Info is 'Ōlelo's bulletin board service providing information about community events. This year, a new easy-to-use web submittal form was made available. In 2009, a total of 1,639 notices were posted from individuals, community organizations and agencies such as Oahu Job Links and the Hawaii Office of the U.S. Census.

Oahu Speaks (Open Mic)

O`ahu Speaks is one of 'Ōlelo's Open Mic services allowing anyone from the community to videotape a message of up to seven minutes in length. This program runs weekly, so it is a convenient way to get brief messages on the channels with minimal turn-around time between taping and cablecast. In 2009 this service was used 12 times and resulted in 1.52 original hours of open mic programming. This represents a 30% decrease in hours of programming and number of programs from 2008. This decline in the use of O`ahu Speaks as an open mic service can be directly attributed to the increase in the use of the Mini Studio service as an easy means for the community to have their message videotaped by 'Ōlelo staff. 'Ōlelo's other open mic service, Capitol Commentary, accounted for 22 programs with 17.32 first-run hours of citizen and legislative speech in 2009.

Training

Video Production Training

As Table 4 shows, more classes were taught and more people completed training in 2009 than in 2008 even though fewer people enrolled in classes. The percentage of students completing classes (certification rate) increased from 79 percent in 2008 to 87 percent in 2009. During 2009 'Ōlelo awarded community members 1,515 certifications in various areas of video production. Although enrollment in Studio and EFP Van classes have been trending down in

the last few years, certifications tripled for Studio training while enrollment and certifications in EFP Van quadrupled in 2009. Other training areas were fairly comparable to 2008 training levels with the exception of Feather Pack training.

Table 4. Video Production Training: All Locations

Class Name	Number of Sessions		Total Number of Enrolled Students		Total Number of Students that Completed		Percentage of Students Completing Class	
	2008	2009	2008	2009	2008	2009	2008	2009
Mini Camera	72	72	604	503	461	436	76%	87%
Final Cut Pro	71	79	531	595	439	512	83%	86%
Producer	69	72	536	477	409	406	76%	85%
Feather Pack	23	13	191	73	161	73	84%	100%
EFP/Van	1	2	8	32	8	32	100%	100%
Studio	2	10	30	60	19	56	63%	93%
Total Instances	238	248	1,900	1,740	1,497	1,515	79%	87%

*Students may complete or become certified in a different year than the year they take a class. For example, a student who trains in December of 2005 may become certified in 2006.

Table 5. Number of Students Trained and Certified as Producers: All Locations

2008	2009
409	406

SUMMARY OF COMPLIMENTS, SUGGESTIONS AND COMPLAINTS

Complaints range from viewers disagreeing with a program's content or message or being displeased that a program they previously viewed changed airtimes or was no longer available, or a program did not air as scheduled.

In 2009, 'Ōlelo received an average of one phone call each business day concerning its programming. Of those, the vast majority were in regards to air times and viewer questions on how to obtain copies of shows. Inquiries also came via U.S. Mail, email and in-person communication.

Of the approximate 260 comments received in 2009 19% were compliments and 4% were complaints about specific programming with the balance being general programming inquiries.

'Ōlelo Community Media
2009 Annual Activity Report

Overview

- This report contains information required by 'Ōlelo's contract with the Department of Commerce and Consumer Affairs (DCCA) that is not part of the Executive Summary. This is one of three reports that collectively summarize 'Ōlelo's activities for 2009.
- The second report, the Executive Summary, contains information on programming, training, and complaint resolution. For ease of reading, the table on Total Hours of Programming is contained in both this report and the Executive Summary.
- The Year-End Activity Report is the third report. It provides added narrative information, particularly about those projects that relate to community building as well as projects that had an impact on 'Ōlelo's resources. For example, in 2009, 'Ōlelo opened a new Community Media Center (CMC) at Leilehua High School in Wahiawa, moved an existing CMC from Windward Community College to King Intermediate School in Kaneohe and opened a new pilot center at the State Capitol to serve the Legislative and Administrative branches of government.
- Community access continues to pose a challenge as requests for CMCs continue to be received and 'Ōlelo currently has requests from Waimanalo and Hawaii Kai for CMCs in their communities. Requests are evaluated extensively by staff and are largely dependent upon partnership with DOE schools in the community. Our community expansion in 2009 is a good example of attempting to meet demonstrated need and establishing partnership with a school or schools in the area. This was achieved through innovative changes in hours of operation and sharing of staff between facilities.

Programming Highlights

- First-run programming hours from the Public sector increased by 1.5 percent in 2009 over 2008 levels while first-run Government programming increased by 14 percent in 2009 from 2008 levels.

Total Hours of Programming: First Run, Repeat and Submitted but Not Aired

Sector	Total Hours of Programming		Total Hours of First Run Programming		Total Hours of Repeat Programming		Total Hours of Programming Submitted but Not Aired †	
	2008	2009	2008	2009	2008	2009	2008	2009
Public	19,420.80	20,331.57	4,473.92	4,549.05	14,946.88	15,782.52	N/A	N/A
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Other Sectors §	12,135.70	10,450.57						
Total	52,704.00	52,560.00						

† All programs meeting standard administrative and technical submittal requirements were aired.
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‡ UH and DOE programming hours are provided in the HENC reports.
§ This programming is not designated P, E or G, and includes Island Info, overnight satellite feeds and other non-PEG specific programs.

OUTAGE SUMMARY

In 2009, outages on 'Ōlelo's individual channels totaled 1.4 hours while outages that affected all channels simultaneously totaled 1.1 hours. This resulted in a grand total of 2.5 hours of outages for the entire year. Detailed figures for individual channel outages are shown in the table below.

Channel	49	52	53	54	55	56	All	Total
Total Hours	0.5	0.2	0.2	0.2	0.1	0.2	1.1	2.5

The great majority of the outages were due to a loss of electrical power or power surges which occurred 25 times in 2009. The rest of the outages were attributable to sporadic problems with the cable distribution system. There was one notable power outage that took down the INET resulting in a 55 hour interruption in the signal from UH Manoa that feeds channel 55. During this time, 'Ōlelo provided alternate programming until the INET could be restored. Note that this same outage disabled the connections to State Civil Defense and the City's Emergency Operating Center. Fortunately, no emergency situations occurred during the period when the INET was down.

FACILITY AND EQUIPMENT USAGE

'Ōlelo's overall facility and equipment usage decreased in 2009. Details are shown in the table below. The decrease in equipment use was anticipated for 2009, as continuing budget constraints required 'Ōlelo to operate with fewer staff and necessitated the reduction in hours at CMCs. The Mapunapuna CMC experienced the largest reduction of community hours of operation with a 23% decrease. In addition to the CMC-wide reduction in operational hours, the Windward CMC was on hiatus for part of the year to complete the move to King Intermediate and the Kahuku CMC was out of service for an entire quarter as the Department of Education performed roof repairs which forced a removal of all equipment and a temporary closure of that facility.

The two areas where usage grew were in Studio and Van resources, with both about 20% higher usage than the previous year.

Equipment Type	2008 Total Hours Used	2009 Total Hours Used	% Difference	Hours Per Session	Estimated Value Per Session	2008 Total Estimated Value	2009 Total Estimated Value
Studio	1,896	2,306	22%	8	$3,000	$711,000	$864,750
Feather Pack	8,708	7,430	-15%	8	$2,000	$2,177,000	$1,857,500
Non-Linear Editing	43,411	34,094	-21%	6	$300	$2,170,550	$1,704,700
Linear Editing	3,776	3,293	-13%	4	$300	$283,200	$246,975
Field (PD 170)	172,715	158,932	-8%	24	$400	$2,878,583	$2,648,867
Field (DSR390)	5,852	4,734	-19%	24	$800	$195,067	$157,800
Mini Studio Service*	4,327	3,205	-26%	2	$600	$1,298,100	$961,500
EFP Van	419	504	20%	8	$4,000	$209,500	$252,000
Consumer Cams	35,301	13,967	-60%	24	$200	$294,175	$116,392
Total Estimated Value of Resources Used:						$10,217,175.00	$8,810,483.33

MARKETING AND ADVERTISING

'Ōlelo continued to reinforce awareness and value through television and print/promotion that communicated the importance of community access.

TELEVISION:

Three thirty-second "SPEAK" TV spots rotated on KGMB TV's morning Sunrise show on Tuesday and Thursday each week adjacent to the Hawaiian language feature beginning June 15, 2009, with 360 run of station bonus spots and two three week bonus flights of 150 spots each. The campaign ended on December 31st.

TRANSIT ADVERTISING:

'Ōlelo secured free placement of "SPEAK" print campaign on 500 busses in February and March of 2009.

MAGAZINE:

'Ōlelo distributed a four page 2009 Community Report Update focused on the future of community access on O'ahu. The report was inserted in the Top 250 issue of Hawaii Business Magazine, with a reach of nearly 20,000 local business leaders. The report was also mailed to local and national legislative representatives. The magazine also provided a free page for a "SPEAK" ad in their November issue.

SUMMARY OF REVENUE FROM SOURCES OTHER THAN FRANCHISE FEES

A total of $931,462 was collected in addition to franchise fees. Tenant rental income and reimbursements accounted for $618,042 of that and interest income was $224,298. Youth Xchange donations accounted for $45,100 and another $24,486 was derived primarily from sales of tape and dubbing and training fees. Auto accident insurance recovery of $4,261 and $15,273 miscellaneous income from various CMCs and programs.

ʻŌLELO COMMUNITY TELEVISION
2009 YEAR-END ACTIVITY REPORT

OVERVIEW

This 2009 Year-End Activity Report highlights challenges and accomplishments during the year. It provides added information about important operational and administrative achievements and community building efforts that add value to ʻŌlelo's services. This report complements data in the Annual Activity Report and the Executive Summary. Together, the three reports provide a overview of ʻŌlelo's efforts in 2009.

All required information has been provided within these reports, however additional information that might customarily have been provided in the past has been limited because of the pending Request for Proposals (RFP) that could require ʻŌlelo to compete for the contract that it has had since 1990 to provide Public, Educational and Governmental (PEG) Access services on Oʻahu. While ʻŌlelo has always been very open about its operations, the current environment requires that it take care not to provide information that might reduce its competitive position within the RFP process.

2009 OPERATIONAL ACHIEVEMENTS

PROGRAMMING

ʻŌlelo continued to operate six cable channels on Oceanic's system to provide PEG Access services on Oʻahu. However, local programming submissions exceed ʻŌlelo's ability to accommodate all local programming equitably in prime time. There were substantial increases in the programming created by clients and cablecast on the PEG channels in 2009. These, as well as other operational matters, are covered in more detail in the Executive Summary and Annual Report.

COMMUNITY MEDIA CENTERS

The year began with ʻŌlelo operating six Community Media Centers (CMCs) that provided services to the public, education and government at different locations on Oʻahu. A seventh center at Leilehua High School was launched in January of 2009 and an eighth center, called Studio@Capitol opened for service to members of the State House and Senate and the State Administration and Departments in February of 2009. Additionally, an existing Windward CMC was relocated to King Intermediate School in Kaneohe in March of 2009.

INTERNET ARCHIVING

This year, ʻŌlelo continued to improve the distribution of programs by offering ʻŌleloNet, our community video on demand service, and the City Council Video on Demand project.

In 2009, ʻŌlelo Community Media also launched the Senate Video on Demand Pilot Project to provide web and video services for the State Senate Legislature such as video archiving and video on demand with the added ability to access documentation and view live Senate hearings via a dedicated webpage. ʻŌlelo effectively leveraged much of its existing hardware for this new project.

In 2009, the City Council posted 292 hours of City Council proceedings via the archived internet service. The State Senate posted 171 hours of Senate proceedings via the pilot archive service.

Our current web services combined with the new Senate project resulted in 'Ōlelo Community Media being named a "Top Performer" by Granicus, Inc. 'Ōlelo's, streaming media provider. Granicus serves hundreds of counties, municipalities and government agencies across the nation, many of them serving much larger populations than O'ahu. According to Granicus, Inc.'s records, 'Ōlelo had over 406,000 live viewer hits in 2009. 'Ōlelo looks forward to expanding its services to the Senate and offering comparable services to the House in 2010.

ONGOING COMMUNITY-BUILDING PROJECTS

CAPITOL COMMENTARY

Capitol Commentary completed its eleventh season at the Legislature in May 2009. This on-location, open-mic service, was made available at the State Capitol throughout the 2009 legislative session. The purpose of this service is to give legislators and community members the opportunity to share their views on proposed or recently enacted legislation. From January to May, 185 speakers participated, accounting for a 20% increase in the total number of speakers from the previous year. Sixty-six legislators (86% of all legislators), participated reflecting a gain of 6% over the previous year. There were 119 community members who used the service, resulting in a 29% increase over 2008. Twenty-two programs, totaling 17.5 programming hours, were created during the session. The resulting programs were aired on 'Ōlelo's channels, made available on 'ŌleloNet, and distributed to Neighbor Island PEG organizations.

YOUTH CAPITOL COMMENTARY

Youth Capitol Commentary, a successful offshoot of Capitol Commentary, completed its sixth year in 2009. This program trains students across O'ahu to videotape legislators from their districts on Opening Day. In 2009, 78 students from 20 schools were mentored by 'Ōlelo staff. Youth Capitol Commentary is part of 'Ōlelo's continuing effort to provide students with a sense of engagement and insight into the legislative process using video production.

Eight programs were created, totaling approximately 5 hours of programming. The resulting programs were aired on 'Ōlelo's channels, made available on 'ŌleloNet, and distributed to Neighbor Island PEG organizations.

YOUTH SUMMER MEDIA PROGRAMS AT THE CMCS

In addition to offering services to youths throughout the year, 'Ōlelo also partners with Queen Liliuokalani Children's Center to offer Youth Summer Media Programs at the Mapunapuna and Waipahu CMCs. The children enrolled in the program work closely with staff to create video oral histories of one of their family members. In addition to the programs at Mapunapuna and Waipahu, the Waianae CMC also holds an annual summer media program that has been funded, in part, by grants from the Kellogg foundation as well as a Federal Native Hawaiian Education Act Grant. Additional support is provided to this program by Alu Like's WIA program that provides stipends to Native Hawaiian youth who participate in the program. This summer, the Waianae students focused on understanding the importance of "place" and the 20 student participants, 5 interns, and 2 intern managers worked diligently to create video documentaries of various places of meaning in the community.

In addition to student enrollment at these CMCs, each of 'Ōlelo's CMCs welcomed a total of 47 students from the Honolulu City and County's Summer Youth Employment Program. These students were hired by the City and placed at each of 'Ōlelo's CMCs over the summer. During that time the City hired youth were incorporated into the existing summer media programs at the

Waianae, Waipahu and Mapunapuna CMCs and were given intern responsibilities at the Palolo, Wahiawa and Windward CMCs.

National Indian and Native American Employment and Training Conference (NINAETC)

Alu Like's Native Hawaiian Employment and Training Division invited 'Ōlelo's Wai'anae CMC to present a "Media Enrichment Program for Youth" at the 30th Annual National Indian and Native American Employment and Training Conference (NINAETC) in Sacramento, California. Six youth, a Kupuna and two CMC staff members attended the four day conference which included representatives from 186 Native Indian and Native American Employment and Training organizations. The presentation included how Community Access plays a vital role in developing successful media programs for youth. After the presentation, many were interested in learning how to replicate the successes of 'Ōlelo's Wai'anae CMC program in their Native communities.

Giving Aloha

Giving Aloha is an 'Ōlelo service offering agencies and non-profit organizations the opportunity to distribute their message via a staff produced, half- hour studio discussion. Giving Aloha airs primarily on OAHU, Channel 52 and is also made available on 'ŌleloNet. In 2009, 18 organizations taped studio programs, a 39% increase from 2008.

Alliance for Drama Education
Center for Civic Education
Family Programs of Hawai'i
Hawai'i Branch of the International Dyslexia Association
Hawai'i Conservation Alliance Foundation
Hawaii Mental Health Transformation State Incentive Grant
Hawai'i People's Fund
Hawaii Partnership to Prevent Underage Drinking
It Takes an Ohana
Keiki O Ka `Aina
Kokua Ohana
Life Foundation
O'ahu Land Trust
Ohana Komputer
Sex Abuse Treatment Center
Women's Fund of Hawai'i
YMCA of Honolulu
Youth for Christ

Youth Xchange

A record 565 videos entries were submitted by K-12 students statewide to 'Ōlelo's sixth annual Youth Xchange video competition, which represented a 23% increase from 2008, and an 82% increase from 2007.

Eight competing sponsored categories were offered (Start Living Healthy, Peacemaker, HI-5 Recycling, Global Warming, Traffic Safety, STEM, Stop Flu at School & Kupuna and Me), and six competing format categories (documentary, music video, news segment, short, animated video and PSA). There were also three competing 'best' categories (Junior Experts, Experts and Judges Choice). Eighty schools from O'ahu, Maui, Kauai and Hawaii island participated, a

17% increase from the previous year. All entries were televised on 'Ōlelo community access channels, and available on-demand on the internet via 'ŌleloNet.

A Video Marathon on April 18, 2009 was an exciting new event celebrating all entries and students who participated in this year's competition by premiering every entry in a day long celebration at Pearlridge Center – Downtown (Phase II, Center Court).

The Awards Banquet held on May 8, 2009 at the JW Marriott Resort & Spa was expanded to two banquets (Elementary Schools from in the morning, and Intermediate/High Schools in the afternoon), doubling the size of those attending to 600. Sony video cameras were awarded to the winning schools.

Sponsors included Sony – Hawaii, First Hawaiian Bank, Ko Olina Resort & Marina, Pearlridge Center, DBEDT, Rotary Club of Honolulu, Hawaii State Department of Health, and GEICO.

VOTE!2009-SPECIAL ELECTIONS

There were two City Council special elections in 2009, one for the District 3 Windward seat and another for the Kaimuki; Palolo Valley, St. Louis Heights, Manoa, Moiliili, McCully, Kakaako, area for District 5. In keeping with 'Ōlelo's goal of increasing civic participation in the democratic process, election-oriented services were offered to all candidates from these contests.

'Ōlelo partnered with the Honolulu Advertiser to produce a live studio debate between all thirteen candidates running in the special election for the District 5 City Council seat. 'Ōlelo partnered with KHPR to produce debates for both Special Elections.

Candidates in Focus (CIF) also provided the opportunity for a total of 23 candidates from both contests to tape a five-minute presentation regarding their platform.

All programs were televised on 'Ōlelo's channels and made available on-demand on the Internet via 'ŌleloNet.

VOLUNTEER ACTIVITY/EXECUTIVE PRODUCTIONS

Video production requires a considerable amount of work, as well as great dedication and the assistance of many volunteers. In 2009, over 500 dedicated volunteers provided at least 26,524 hours of their time creating programs that aired on 'Ōlelo's channels. These numbers are conservative as they only represent those hours that were logged by volunteers. Many volunteers choose to not complete vouchers to account for the hours they volunteer.

Executive Productions (EP) are particularly dependent on volunteers. Through the EP program, not-for-profit organizations and community groups are able to request coverage of events that they would like to cablecast on 'Ōlelo's channels. The resulting programming extends the impact of these events to the broader community. In 2009, there were a total of 75 Executive Productions resulting in approximately 144 hours of community event programming.

OTHER ADMINISTRATIVE EFFORTS

LEGISLATIVE MEASURES OF INTEREST

Three measures were introduced during 2009, in the State Legislature that had the potential to affect PEG Access. 'Ōlelo provided testimony on each.

SB1680: This bill would have implemented key recommendations of the Hawaii broadband task force by establishing the Hawaii Broadband Commissioner (HBC) in the Department of Commerce and Consumer Affairs (DCCA). Transferring functions relating to telecommunications from the public utilities commission to the HBC and functions relating to cable services from DCCA to the HBC. Established a work group to develop procedures to streamline state and county broadband regulation, franchising, and permitting and report to the legislature.

HB984: Introduced by House Majority and House Minority respectively, establishes the Hawaii Communications Commission (HCC) in the DCCA transferring functions relating to telecommunications from the Public Utilities Commission (PUC) to the HCC, the bill would also transfer functions relating to cable services from DCCA to HCC.

HB564 and SB707: This measure would have allowed the Director of Commerce and Consumer Affairs to designate an access organization to oversee public, educational and governmental channels on cable television.

MERINA INVENTORY AUDIT

The DCCA, through its consultants, Merina and Company, conducted its annual PEG access fixed assets and inventory verification on May 11 through the May 15, 2009. This required a significant amount of staff hours and resources, and was very successful.

WORK RELATED TO THE REQUEST FOR PROPOSALS

On April 2, 2009 'Ōlelo and the Procurement Policy Board (PPB) filed to dismiss 'Ōlelo's September 12, 2006 and August 10, 2009 appeal of PPB's declaratory order with the stipulation that the PPB would schedule a hearing to reconsider 'Ōlelo's petitions and allow 'Ōlelo to submit additional documents in support of its petition.

WORK RELATED TO LIFTING THE CAP

On September 11, 2009 the Director of the DCCA, Lawrence Reifurth denied 'Ōlelo's February 23, 2009 request to remove the cap on access operating fees provided for PEG access purposes. In August of 2000, the DCCA placed a cap on the funding to be provided for PEG access services. Funds collected above the cap would be used by the State to cover costs associated with the State's INET. Because of the cap on the fees, 'Ōlelo receives about 2% of TWE gross revenues rather than 3%. This continues to require 'Ōlelo to reduce services and operate at a deficit.

WORK RELATED TO PROPERTY ISSUE WITH DCCA

'Ōlelo and the DCCA had its first Mediation session on August 25, 2009. Staff worked to provide requested information for the Mediation as requested by the DCCA. There is additional follow up information that was requested by the DCCA as it relates to 'Ōlelo's audited financial statements and non-PEG franchise fee income reported in 'Ōlelo's annual reports to the DCCA. This information is pending final submission to the mediator and the DCCA.

ʻŌLELO COMMUNITY TELEVISION
2008 ANNUAL ACTIVITY REPORT

OVERVIEW

- This report contains information required by ʻŌlelo's contract with the Department of Commerce and Consumer Affairs (DCCA) that is not part of the Executive Summary. This is one of three reports that collectively summarize ʻŌlelo's activities for 2008.
- The second report, the Executive Summary, contains information on programming, training, and complaint resolution. For ease of reading, the table on Total Hours of Programming is contained in both this report and the Executive Summary.
- The Year-End Activity Report is the third report. It provides added narrative information, particularly about those projects that relate to community building as well as projects that had an impact on ʻŌlelo's resources. For example, in 2008, ʻŌlelo formalized an agreement with the Hawaiʻi State Department of Education to open a new community media center (CMC) at Leilehua High School. Community building programs increased and a substantial amount of work was also done in response to bills and resolutions introduced in the Legislature.

REPORTING ELEMENTS NOT INCLUDED IN THE EXECUTIVE SUMMARY

PROGRAMMING HIGHLIGHTS

- First-run programming hours from the Public sector increased by 10 percent in 2008 over 2007 levels.
- First-run Government programming decreased by 25 percent in 2008 in comparison to 2007. The primary reason for this was the drop in programming created by the Legislature in 2008. However, government programming for 2008 was about equal to 2006 levels. Anecdotally, government programming tends to decease during election years such as 2006 and 2008.

Total Hours of Programming: First Run, Repeat and Submitted but Not Aired

Sector	Total Hours of Programming		Total Hours of First Run Programming		Total Hours of Repeat Programming		Total Hours of Programming Submitted but Not Aired †	
	2007	2008	2007	2008	2007	2008	2007	2008
Public	18,726.12	19,420.80	4,076.45	4,473.92	14,649.67	14,946.88	N/A	N/A
Education	14,420.40	14,753.63	‡	‡	‡	‡	N/A	N/A
Government	7,961.65	6,393.87	1,562.23	1,165.75	6,399.42	5,228.12	N/A	N/A
Sub-Totals	41,108.17	40,568.30	5,638.68	5,639.67	21,049.09	20,175.00	N/A	N/A
Other Sectors §	11,451.83	12,135.70						
Total	52,560.00	52,704.00						

† All programs meeting standard administrative and technical submittal requirements were aired.
‡ UH and DOE programming hours are provided in the HENC reports.
§ This programming is not designated P, E or G, and includes Island Info, overnight satellite feeds and other non-PEG specific programs.

Outage Summary

'Ōlelo's channels individually were off the air for a total of 33 hours in 2008. Of this, all channels were affected for over 22 hours. Outages on individual channels accounted for the rest of the down time. The great majority of the outages were due to a loss of electrical power. The island wide outage of December 26 accounted for 19 hours of the total. Two other major but localized electrical outages accounted for another 2 hours and 30 minutes during which all channels were out. Individual channel outages are shown in the table below.

Channel	49	52	53	54	55	56	All	Total
Total Hrs	3.9 hrs	3.5 hrs	.8 hrs	.7 hrs	.2 hrs	1.3 hrs	22.6 hrs	33 hrs

The balance of outages was attributable to problems with the cable system. This included 2 hours when the cable system in the Mapunapuna area was out. About 2 hours and 50 minutes were due to power problems at Oceanic's head end and 2 hours and 22 minutes occurred because there was no return signal from Oceanic to 'Ōlelo. Most of these outages affected channel 49.

Facility and Equipment Usage

'Ōlelo's overall facility and equipment usage increased by twenty seven percent in 2008. Details are shown in the table below. The increase in equipment use is especially remarkable as falling camera and editing equipment prices allowed more people to purchase their own equipment instead of using 'Ōlelo's gear.

Equipment usage reflected a growing preference (97 percent) for smaller cameras instead of the larger commercial types. There was also a substantial preference (almost 92 percent), for non-linear computer-based editing over the older linear process. The fully staffed mini studio also drew some clients away from the main studio that requires a volunteer production crew. The mini studio service does not require a crew because it uses remote-controlled cameras and is operated by a single 'Ōlelo staff member. Although use of the main studio decreased, mini studio usage grew by 179 percent.

Equipment Type	2007 Total Hours Used	2008 Total Hours Used	% Difference	Hours Per Session	Estimated Value Per Session	2007 Total Estimated Value	2008 Total Estimated Value	% Difference
Studio	2,395	1,896	-21%	8	$3,000	$898,125	$711,000	-21%
Feather Pack	7,653	8,708	14%	8	$2,000	$1,913,250	$2,177,000	14%
Non-Linear Editing	35,030	43,411	24%	6	$300	$1,751,500	$2,170,550	24%
Linear Editing	4,321	3,776	-13%	4	$300	$324,075	$283,200	-13%
Field (PD 170)	124,752	172,715	38%	24	$400	$2,079,200	$2,878,583	38%
Field (DSR390)	8,985	5,852	-35%	24	$800	$299,500	$195,067	-35%
Mini Studio Service*	1,551	4,327	179%	2	$600	$465,300	$1,298,100	179%
EFP Van	345	419	21%	8	$4,000	$172,500	$209,500	21%
Consumer Cams	14,693	35,301	140%	24	$200	$122,442	$294,175	140%
Total Estimated Value of Resources Used						$8,025,892.00	$10,217,175.00	27%

OUTREACH AND MARKETING

'Ōlelo launched an awareness campaign in 2008 to better inform the public of the value of PEG access services and to offer the community the opportunity to speak and be heard. To reinforce that message and add further value, television buys were supported with a print/promotion program that included newspaper, magazine and bus card exposure. Both television and print communicated the importance of community access, using testimony of clients and others whose lives had been affected by 'Ōlelo's training and education programs.

- Television: Three thirty-second TV spots aired on Oceanic and 'Ōlelo's channels beginning on February 28, 2008, with an initial 1,000 spots on Oceanic and then approximately 100 spots a week to sustain the impact through September 1. 'Ōlelo's channels ran over 500 spots a week for the first three weeks, then reduced the number of spots to an average of 250 a week until June 30, and again increased the number of spots aired per week to over 500.

- Newspaper and Transit Advertising: Three ads focused on free speech and PEG access' ability to enable the community to speak and be heard. Ads were scheduled on the outside back cover of The Honolulu Advertiser's TV Guide every other Sunday from March 9 through June 15. Variants of these print ads were formatted as transit cards and run on over 500 busses for 60 days. Other newspaper ads focused on VOTE2008! (See VOTE! report).

- Magazine: 'Ōlelo distributed a 2008 Community Report that focused on community access success stories and services. The report was inserted in the July issue of Hawaii Business Magazine, with a reach of nearly 20,000 local business leaders. The report was also mailed to local and national legislative representatives.

Additionally, a new website was launched on May 29, 2008 with an improved design, easier navigation, and expanded video features. The revamped site allows 'Ōlelo to provide the community with a wide range of information from channel listings, to training information, to notices of DCCA public meetings.

SUMMARY OF REVENUE FROM SOURCES OTHER THAN FRANCHISE FEES

A total of $992,305 was collected in addition to franchise fees. Tenant rental income and reimbursements accounted for $628,541 of that, and interest income was $271,264. Youth Xchange donations accounted for $31,500, and $23,854 was derived primarily from sales of tape. Additional donations of $22,000 were collected to offset travel expenses to the ACM Conference by Waianae students. Training fees accounted for $9,422 and the rest was primarily miscellaneous income from different CMCs and programs.

'ŌLELO COMMUNITY TELEVISION
2008 Annual Activity Report
EXECUTIVE SUMMARY

OVERVIEW

This Executive Summary is one of three reports that—taken together—chronicle 'Ōlelo's activities for 2008. The DCCA has required this report, in addition to the Annual Report, since 2004.

In 2008, 'Ōlelo cablecast 52,704 hours of programming (shown in Table 1), this increase of 144 hours over 2007 occurred because 2008 was a leap year with an extra cablecast day for all six channels. Overall first-run programming from the Public Sector was up nearly 10 percent; however total first-run Government programming decreased by 25 percent, returning to 2006 programming levels. Most of that was due to reduced programming output by the Hawaii State Legislature. Anecdotally, this seems to be consistent with program levels during previous election years. Because 'Ōlelo does not schedule the programs created by the DOE and the University of Hawaii, we cannot distinguish how much of that programming was first-run vs. repeat hours.

In order to address the decrease in programming from the Government sector, 'Ōlelo began negotiations in 2008 for a Government Access Media Center to be located at the State Capitol. The center would make access resources more easily available to State Government officials and agencies. Those negotiations led to the opening of 'Ōlelo's "Studio@Capitol" in February 2009. The 2009 report will evaluate the impact of the center on creation of local Government programs distributed by 'Ōlelo.

'Ōlelo also expanded its service to the Public and Education sectors in October with the start-up of a seventh community media center (CMC) at Leilehua High School in Wahiawa.

PROGRAMMING

Table 1. Total Hours of Programming: First Run, Repeat and Submitted but Not Aired

Sector	Total Hours of Programming		Total Hours of First-Run Programming		Total Hours of Repeat Programming		Total Hours of Programming Submitted but Not Aired†	
	2007	2008	2007	2008	2007	2008	2007	2008
Public	18,726.12	19,420.80	4,076.45	4,473.92	14,649.67	14,946.88	N/A	N/A
Education	14,420.40	14,753.63	‡	‡	‡	‡	N/A	N/A
Government	7,961.65	6,393.87	1,562.23	1,165.75	6,399.42	5,228.12	N/A	N/A
Sub-Totals	41,108.17	40,568.30	5,638.68	5,639.67	21,049.09	20,175.00	N/A	N/A
Other Sectors §	11,451.83	12,135.70						
Total	52,560.00	52,704.00						

† All programs meeting standard administrative and technical submittal requirements were aired.
‡ UH and DOE programming hours are provided in the HENC reports.
§ This programming is not designated P, E or G, and includes Island Info, overnight satellite feeds and other non-PEG specific programs.

Table 2. Programming by Origin: Locally Produced, Non-Locally Produced and Bulletin Board

Sector	Total Hours of Programming		Total Hours of Locally Produced Programming		Total Hours of Non-Locally Produced Programming		Total Hours of Bulletin Board Programming	
	2007	2008	2007	2008	2007	2008	2007	2008
Public	18,726.12	19,420.80	15,889.17	16,035.50	2,836.95	3,385.30	N/A	N/A
Education	14,420.40	14,753.63					N/A	N/A
Government	7,961.65	6,393.87	7,795.12	6,393.87	166.53	0.00	N/A	N/A
Sub-Totals	41,108.17	40,568.30	23,684.29	22,429.37	3,003.48	3,385.30		
Bulletin Board	2,512.93	2,717.72					2,512.93	2,717.72
Other Sectors §	8,940.85	9,417.98						
Total	52,560.00	52,704.00						

§ This programming is not designated P, E or G, and includes overnight satellite feeds and other non-PEG specific programs.

† UH and DOE programming hours are provided in the HENC reports.

Note: Non Local Government Programming in 2007 represents a program called "Armed Forces Network Pacific Command". This show stopped airing on 'Ōlelo in September of 2007 when Oceanic added the Pentagon Channel to their lineup which included this program.

Table 3. Programming By Source: First Run Hours from P, E and G Sectors in the Categories of Dropped off for Play, PEG Trained and Certified Producers and Hours Created by 'Ōlelo (Open Mic and Created by PEG)

Sector	Total Hours of Programming Dropped Off for Play*		Total Hours of Programming Created by PEG Trained and Certified Producers		Total Hours of Programming Created by Open Mic †		Total Hours of Programming Created by PEG ‡	
	2007	2008	2007	2008	2007	2008	2007	2008
Public	2,048.03	1,968.45	2,028.42	2,505.47	N/A	N/A	N/A	N/A
Education §					§	§	N/A	N/A
Government	124.73	46.10	1,437.50	1,119.65	N/A	N/A	N/A	N/A
Totals	2,172.76	2,014.55	3,465.92	3,625.12	29.00	21.50	62.33	68.32

* These hours include 'Ōlelo trained and certified producers who don't use 'Ōlelo facilities for some programs.

† These hours are not tracked using the P, E or G designations. Open Mic includes *O'ahu Speaks* and *Capitol Commentary*.

‡ These hours are not tracked using the P, E or G designations.

§ UH and DOE programming hours are provided in the HENC reports.

ISLAND INFO (BULLETIN BOARD)

Island Info (Bulletin Board) is 'Ōlelo's bulletin board service that provides information about community events. In 2008, a total of 2,013 notices were posted from individuals, community organizations and agencies such as Oahu Job Links and the Hawaii Office of the U.S. Census.

OAHU SPEAKS (OPEN MIC)

O'ahu Speaks is one of 'Ōlelo's Open Mic services. It allows anyone from the community to come to the Mapunapuna CMC and videotape a message of up to seven minutes in length. This program runs weekly, so it is a convenient way to get brief messages on the channels with minimal turn-around time between taping and cablecast. In 2008 this service was used 38 times and resulted in 5 original hours of open mic programming (21.5 when Capitol Commentary is included).

TRAINING

VIDEO PRODUCTION TRAINING

As Table 4 shows, more classes were taught and more people completed training in 2008 than in 2007. This included a 24 percent increase in the number of producers certified. During 2008 'Ōlelo awarded community members 1,497 certifications in various areas of video production. Noticeable trends in the training program continue to be a decreased demand for certification in Studio and EFP/Van ('Ōlelo's mobile production van with a multi-camera live switching unit). Studio and van productions require larger crews and are therefore more difficult for community members to coordinate. For example, only two percent of all enrolled students took the EFP/Van or Studio class. 'Ōlelo's mini studio service continued to grow in popularity and has replaced the need of some producers for the main studio. Certification rates have dramatically increased in most other production classes including Mini Camera, Final Cut Pro, Producer and Feather Pack. This increase is attributed to a revised curriculum implemented in 2008 and more follow-up with trainees so that certification requirements are met for each area. The current curriculum's development was reported in the 2007 Annual Activity Report.

Table 4. Video Production Training: All Locations

Class Name	Number of Sessions		Total Number of Enrolled Students		Total Number of Students that Completed		Percentage of Students Completing Class	
	2007	2008	2007	2008	2007	2008	2007	2008
Mini Camera	73	72	521	604	305	461	59%	76%
Final Cut Pro	74	71	530	531	319	439	60%	83%
Producer	64	69	542	536	329	409	61%	76%
Feather Pack	10	23	123	191	106	161	86%	84%
EFP/Van	1	1	12	8	12	8	100%	100%
Studio	5	2	33	30	38	19	115%	63%
Total Instances	227	238	1,761	1,900	1,109	1,497	63%	79%

*Students may complete or become certified in a different year than the year they take a class. For example, a student who trains in December of 2005 may become certified in 2006. This can, in some instances, create a certification rate of over 100 percent for a particular class type.

Table 5. Number of Students Trained and Certified as Producers: All Locations

2007	2008
329	409

SUMMARY OF COMPLIMENTS, SUGGESTIONS AND COMPLAINTS

In 2008, a total of 250 comments were received by 'Ōlelo Community Television. These come primarily by telephone, and also come via U.S. Mail, email, and in-person communication. This number is down by 128 from the 378 comments received in 2007.

Of the 250 comments 140 (56%) were compliments; 49 (20%) were viewer requests for broadcast/programming information; 36 (14%) were requests for producer information; 17 (7%) were general comments; and 8 (3%) were complaints about programming.

COMPLAINT RESOLUTION

All complaints are looked into as soon as possible during normal business hours and they are normally resolved within 10 business days of receipt. Complaints will range from viewers disagreeing with a program's content or message or being displeased that a program they previously viewed changed airtimes or was no longer available, or a program did not air as scheduled.

When 'Ōlelo receives calls about programs, staff explains how programs are produced and scheduled. Viewers who take issue with program content are offered the opportunity to create their own programming to present their viewpoints. Additionally, the name and contact of the program producer is provided so that the viewer can share his or her views directly with the producer. Staff also explains how programs are scheduled, letting callers know if and when the program in question will air again and how to contact the producer to obtain copies of a program, if desired.

'Ōlelo also receives requests for when a program will air or re-air. In addition 'Ōlelo receives requests for the name and contact for program producers.

ʻŌLELO COMMUNITY TELEVISION
2008 YEAR-END ACTIVITY REPORT

OVERVIEW

This 2008 Year-End Activity Report highlights challenges and accomplishments during the year. It provides added information about important operational and administrative achievements and community building efforts which add value to ʻŌlelo's services. This report complements data in the Annual Activity Report and the Executive Summary. Together, the three reports provide a comprehensive overview of ʻŌlelo's major efforts in 2008.

All required information has been provided within these reports, however additional information that might customarily have been provided in the past has been limited because of the pending Request for Proposals (RFP) that could require ʻŌlelo to compete for the contract that it has had since 1990 to provide Public, Educational and Governmental (PEG) Access services on Oʻahu. While ʻŌlelo has always been very open about its operations, the current environment requires that it take care not to provide information that might reduce its competitive position within the RFP process.

MAJOR 2008 OPERATIONAL ACHIEVEMENTS

PROGRAMMING

ʻŌlelo continued to operate six cable channels on Oceanic's system to provide PEG Access services on Oʻahu. However, programming exceeds ʻŌlelo's ability to accommodate programming. There were substantial increases in the programming created by clients and cablecast on those channels in 2008. These, as well as other operational matters, are covered in more detail in the Executive Summary and Annual Report.

COMMUNITY MEDIA CENTERS

The year began and ended with ʻŌlelo operating six community media centers (CMC) that provided services to the public, education and government at different locations on Oʻahu. A seventh center at Leilehua High School was nearly complete and opened in early January 2009, with an eighth center opening in February. Details will be provided in next year's annual report.

ONGOING COMMUNITY-BUILDING PROJECTS

CAPITOL COMMENTARY 2008

Capitol Commentary completed its tenth season at the Legislature in May 2008. This on-location, open-mic service, was made available at the State Capitol throughout the 2008 legislative session. The on-going service gave legislators and community members the opportunity to share their views on proposed or recently enacted legislation. From January to May, 154 speakers--including 62 legislators (83%) participated. Twenty-two programs, totaling 16.5 programming hours, were created.

Youth Capitol Commentary, a successful offshoot of Capitol Commentary, completed its fifth year in 2008. This program trains students across Oʻahu to videotape legislators from their districts on Opening Day. In 2008, 64 students from 15 schools were mentored by ʻŌlelo staff. Youth Capitol Commentary is a continuing effort to provide students with a sense of engagement and insight into the legislative process using video production. All programs were

aired on FOCUS 49, made available on 'ŌleloNet, 'Ōlelo's Video-on-demand service, and distributed to Neighbor Island PEG Access stations throughout the session.

GIVING ALOHA

Giving Aloha is an 'Ōlelo service that offers non-profits the opportunity to get their message out via 30-minute studio discussions, fully facilitated by 'Ōlelo staff. Giving Aloha programs air on OAHU, channel 52, and are made available on 'ŌleloNet. In 2008, 11 non-profit organizations taped studio shows. Organizations using the service were: the American Cancer Society, Aloha Medical Mission, INPEACE, Aloha Harvest, the Domestic Violence Action Center, Keiki O Ka Aina, Easter Seals, Livable Hawaii Kai Hui, the Salvation Army, Hawaii International Child, and the Oahu Land Trust.

YOUTH XCHANGE

A record 459 videos were submitted by K-12 students statewide during 'Ōlelo's fifth annual Youth Xchange student video competition. This represented a 50 percent increase over last year's 306 entries. In addition, the number of participating schools rose to 70—a new record. All entries aired on 'Ōlelo's channels and were available on 'ŌleloNet, 'Ōlelo's Video-on-demand service. Listings were distributed to schools and posted on 'Ōlelo's website. .

In November of 2008, Sony featured Youth Xchange winners in their Sony Expo at the Ala Moana Hotel. A stage and booth area was provided. Seven schools participated and their students appeared on stage to talk about their winning videos.

VOTE!2008

Vote!2008 is a multi-faceted 'Ōlelo initiative held during election years to further 'Ōlelo's goal of increasing civic participation in the democratic process. In 2008, an advisory committee was again formed that included representatives from the Hawaii Institute of Public Affairs and The League of Women Voters. New partnerships were developed with media organizations, such as Hawaii Public Radio and the Honolulu Advertiser, with the common goal of providing the public with unbiased information about issues, the candidates, and their platforms.

In 2008, *Voter Viewpoint* consisted of 10 programs that covered the Constitutional Convention's purpose and process as well as how a Constitutional Convention might affect different issues such as the Environment and Native Hawaiian Affairs and Education. Voter Viewpoint also dealt with the economy, the two-party system and the Board of Education.

Debate 2008 focused on the Rail issue as well as candidate debates from the Downtown, Windward and Leeward regions. These were taped in the studios of Hawaii Public Radio.

Candidates in Focus (CIF) provided the opportunity for all candidates for O`ahu or Statewide offices to tape a five-minute presentation that was aired on 'Ōlelo's channels throughout the primary and general election periods. CIF served 74 candidates, a decline from 2006 that can be attributed in part to the record number of uncontested races.
All VOTE!2008 programs were available on the channels and on 'ŌleloNet. The Vote!2008 initiative continued its tradition of service to candidates and voters by delving deeply into many major issues It served 80 different candidates and created 33 programs totaling more than 25 program hours.

The Vote!2008 advertising campaign included exposure in the main news section of the Sunday edition of the Honolulu Advertiser. The campaign began on August 31st and continued with weekly insertions through October 26th.

The objective for the campaign was to create broad community interest in Vote! programming on channel 49. Eight four-color ads were produced featuring a different topical and humorous headline, with copy that promoted both the following week's programming highlights and 'Ōlelo's website to enable readers to view Vote! programming on ŌleloNet.

VOLUNTEER ACTIVITY/EXECUTIVE PRODUCTIONS

Video production requires a considerable amount of work, as well as great dedication and the assistance of many volunteers. In 2008, dedicated volunteers provided 51,743 hours (an increase of 22 percent over 2007) of their time creating programs that aired on 'Ōlelo's channels.

Executive Productions (EP) are particularly dependent on volunteers. Through the EP program, not-for-profit organizations and community groups are able to request coverage of events that they want cablecast on 'Ōlelo's channels. 'Ōlelo staff worked hard to match those requests with capable and available volunteers. The resulting programming extends the impact of these events to the broader community. In 2008 there were a total of 110 Executive Productions, an increase of 15 percent from 2007.

OTHER ADMINISTRATIVE EFFORTS

LEGISLATIVE MEASURES OF INTEREST

Three measures were introduced during 2008 in the State Legislature and another in the City Council that had the potential to affect PEG Access. 'Ōlelo provided testimony on each.

SB1789: This bill would have allowed the director of the DCCA to designate PEG Access organizations pursuant to rules adopted under HRS chapter 91. 'Ōlelo testified in support of this bill because it was consistent with 'Ōlelo's position that procurement of PEG services using a competed contract is neither practicable nor advantageous to the State.

SB2614: This measure would have authorized and funded Internet archiving of legislative proceedings. 'Ōlelo testified in support of this measure because it supported additional citizen involvement in the legislative process.

HCR358: HCR358 HD1 created a task force to examine methods other than the procurement code process to oversee PEG Access organizations expenditures and ensure proper checks and balances. Although 'Ōlelo initially advocated the adoption of SB1789 instead of this measure, it participated fully when the task force was established. An 'Ōlelo Board member, Mr. Roy Amemiya, served on the task force and 'Ōlelo CEO provided background information about PEG Access in Hawaii and throughout the nation. At year's end, the task force's recommendations were being readied for submission to the 2009 Legislature.

Council Resolution 08-206, FD1: This resolution, submitted by Honolulu City Councilmember Nestor Garcia, urged that franchise fees be specifically set aside to support government

programming such as the production of City Council meetings for distribution on the cable system. While 'Ōlelo supports expanding Government Access programming, it is concerned that the financial implications are untenable. Two neighbor island PEGs receive revenue from their county councils for these services. This measure, as written, would have very adverse consequences for them because it would reduce revenue while requiring the same levels of service. In 'Ōlelo's case, this requirement—coupled with the effects of the Access fee cap—would force 'Ōlelo to choose between drastically reducing or eliminating existing services or diverting funds from its reserves to support the added services. The latter option would quickly drain its reserves and only defer drastic cuts for a few years.

WORK RELATED TO OCEANIC'S OAHU FRANCHISE RENEWAL REQUEST

A substantial amount of staff effort was expended to provide input to the DCCA's questionnaires related to Oceanic's franchise renewal application. This included contacting clients and encouraging them to attend public meetings on the franchise renewal process that were conducted by MuniCom, the DCCA's consultants. This resulted in a large turnout of over 200 people at McKinley High School on July 15. In addition, Ōlelo hosted other educational sessions on the franchise process with the assistance of Sue Buske, a nationally recognized consultant on cable franchising, to explain the process. 'Ōlelo also submitted detailed comments and recommendations with respect to the renewal application.

WORK RELATED TO THE REQUEST FOR PROPOSALS

Although the RFP was put on hold, 'Ōlelo continued to invest a significant amount of time and staff resources in preparing for and undergoing an external review by Merina and Company of the thousands of items in its inventory. Although the review was paid for by the DCCA, the preparation, conduct of the inventory and reporting of results consumed substantial amounts of time within the Finance and Engineering Departments, as well as staff time at all CMCs. These efforts duplicate the inventory done each fall and required under 'Ōlelo's contract with the DCCA. Resources would have been better used in support of the community. Additionally, it is appropriate to note that 'Ōlelo has yet to receive a written response from the State Procurement Policy Board (PPB) on a petition related to the RFP and filed with the PPB in 2006. The matter was again brought to the Board's attention in December 2008.

WORK RELATED TO LIFTING THE CAP

During 2008, 'Ōlelo's CEO met with the Director of the DCCA to ask that the cap on access operating fees paid to 'Ōlelo be lifted. 'Ōlelo is the only recipient of franchise fees in Hawaii that is subject to such a cap. No other PEG Access provider, nor PBS Hawaii, nor the DCCA itself have had their fees capped. The result has been that, since the cap was imposed, 'Ōlelo's funding has fallen well behind operational requirements while, at the same time, cable revenues have increased dramatically. In fact, since the cap was instituted, 'Ōlelo has only been able to provide the level of services required by the community because of additional revenue that it generates and by using funds from its reserves.

ŌLELO COMMUNITY TELEVISION
2007 ANNUAL ACTIVITY REPORT

OVERVIEW

The format of this report has changed to reduce redundancy and to better align it with the Executive Summary and the Year-End Activity Report.

- This report contains information requested by the Department of Commerce and Consumer Affairs (DCCA) that is not contained in the Executive Summary, also required by the DCCA.
- The Executive Summary contains information on programming, training, and complaint resolution. For ease of reading, the table on Total Hours of Programming is contained in both this report and the Executive Summary.
- The Year-End Activity Report provides added narrative information, particularly about those projects that relate to community building. For example, in 2007, ʻŌlelo opened a new community media center (CMC) at Waipahu Intermediate School. A new service, archiving and indexing of programs for retrieval over the Internet, was also initiated. Both achievements are described in more detail in the Year-End Activity Report. Community building programs and events, as well as projects that had an impact on ʻŌlelo's resources are also discussed.

Together, the three reports provide an overview of ʻŌlelo's major efforts in 2007.

PROGRAMMING HIGHLIGHTS

- First run programming hours for 2007 were up by 15 percent. This included a 25 percent increase in government programming.
- In 2007, ʻŌlelo cablecast 52,560 hours of on-air programming (shown in the table below), an increase of 960 hours (about 2 percent) over 2006. The increase occurred because the sixth channel (Focus 49) was available to ʻŌlelo for the full year. In 2006, Focus 49 was only available from February 10 through the end of the year. Handling the added volume equitably was only possible because ʻŌlelo retained Focus 49.

Total Hours of Programming: First Run, Repeat and Submitted but Not Aired

Sector	Total Hours of Programming		Total Hours of First Run Programming		Total Hours of Repeat Programming		Total Hours of Programming Submitted but Not Aired †	
	2006	2007	2006	2007	2006	2007	2006	2007
Public	18,776.87	18,726.12	3,662.00	4,076.45	15,114.87	14,649.67	N/A	N/A
Education	14,649.92	14,420.40	‡	‡	‡	‡	N/A	N/A
Government	6,963.92	7,961.65	1,251.10	1,562.23	5,712.82	6,399.42	N/A	N/A
Sub-Totals	40,390.71	41,108.17	4,913.10	5,638.68	20,827.69	21,049.09	N/A	N/A
Other Sectors §	11,209.29	11,451.83						
Total	51,600.00	52,560.00						

† All programs meeting standard administrative and technical submittal requirements were aired.
‡ UH and DOE programming hours are provided in the HENC reports.
§ This programming is not designated P, E or G, and includes Island Info, overnight satellite feeds and other non-PEG specific programs.

Outage Summary

There were 23 outages in 2007. Fourteen were the result of the loss of an Oceanic feed and nine were caused by power interruptions. Two interruptions, a fire and cutting of a cable by a road repair crew, lasted for several hours. Others were less than 15 minutes. Still others lasted for seconds.

Facility Usage

ʻŌlelo's overall facility usage increased by seven percent in 2007. Details are shown in the table below. This was a considerable increase in view of the trend toward more affordable consumer cameras and edit systems. This trend allows people to independently create content at home. However, the increase in facility use may be due to the supportive environment, to include individual mentoring, at ʻŌlelo's centers. Usage reflects a preference (94 percent) for smaller cameras instead of the larger commercial types. There is also a substantial preference (almost 90 percent), for non-linear computer-based editing over the older linear process. The addition of a fully functioning mini studio has also drawn some clients away from the main studio, where a production crew is required. The mini studio service uses robotic cameras and is fully facilitated by staff. Mini studio usage grew by 243 percent last year.

Equipment Type	2006 Total Hours Used	2007 Total Hours Used	% Difference	Hours Per Session	Estimated Value Per Session	2006 Total Estimated Value	2007 Total Estimated Value	% Difference
Studio	3,580	2,395	-33%	8	$3,000	$1,342,500	$898,125	-18%
Feather Pack	4,968	7,653	54%	8	$2,000	$1,242,000	$1,913,250	54%
Non-Linear Editing	38,377	35,030	-9%	6	$300	$1,918,850	$1,751,500	-9%
Linear Editing	5,056	4,321	-15%	4	$300	$379,200	$324,075	-15%
Field (PD 170)	116,285	124,752	7%	24	$400	$1,938,083	$2,079,200	7%
Field (DSR390)	8,557	8,985	5%	24	$800	$285,233	$299,500	5%
Mini Studio Service	452	1,551	243%	2	$600	$135,600	$465,300	243%
EFP Van	321	345	7%	8	$4,000	$160,500	$172,500	7%
Consumer Cams	15,905	14,693	-8%	24	$200	$132,542	$122,442	-8%
Total Estimated Value of Resources Used:						$7,534,508	$8,025,892	7%

Marketing and Advertising

In addition to ongoing efforts, marketing and graphics support were provided by the Creative Services Department in 2007 for the grand opening of the Waipahu Community Media Center and the new archiving and indexing project with the Honolulu City Council. Efforts began during the latter part of the year to promote awareness and use of PEG access services. Campaigns will begin in mid-February of 2008.

Summary of Revenue From Sources Other Than Franchise Fees

A total of $1,012,558 was collected in addition to franchise fees. Tenant rental income and reimbursements accounted for $600,667 of that, and interest income was $170,638. Youth Xchange donations accounted for $23,000 and $22,390 was derived primarily from sales of tape. The rest was primarily miscellaneous income from different CMCs and programs.

'Ōlelo Community Television
2007 Annual Activity Report
Executive Summary

Overview

This Executive Summary is one of three documents that provide information about 'Ōlelo's accomplishments in Calendar Year 2007. Additional information requested by 'the Department of Commerce and Consumer Affairs is included in the 2007 Annual Activity Report. Expanded narrative information is provided in the 2007 Year-End Activity Report. Together, these three documents provide a view of 'Ōlelo's programs during 2007.

First run programming hours in 2007 were up by 15 percent. That included a 25 percent increase in government programming. During the year, 'Ōlelo cablecast 52,560 hours of programming (shown in Table 1), an increase of 980 hours (about 2 percent) over 2006. The increase occurred because the sixth channel (Focus 49) was available to 'Ōlelo for the full year. In 2006, Focus 49 was only available from February 10 through the end of the year. Handling the added volume of programming equitably was possible because 'Ōlelo retained Focus 49.

In 2007, 'Ōlelo opened a new community media center (CMC) at Waipahu Intermediate School. A new service, archiving and indexing of programs for retrieval over the Internet, was also initiated. Both achievements are described in more detail in the Year-End Activity Report.

Programming

Table 1. Total Hours of Programming: First Run, Repeat and Submitted but Not Aired

Sector	Total Hours of Programming		Total Hours of First Run Programming		Total Hours of Repeat Programming		Total Hours of Programming Submitted but Not Aired †	
	2006	2007	2006	2007	2006	2007	2006	2007
Public	18,776.87	18,726.12	3,662.00	4,076.45	15,114.87	14,649.67	N/A	N/A
Education	14,649.92	14,420.40	‡	‡	‡	‡	N/A	N/A
Government	6,963.92	7,961.65	1,251.10	1,562.23	5,712.82	6,399.42	N/A	N/A
Sub-Totals	40,390.71	41,108.17	4,913.10	5,638.68	20,827.69	21,049.09	N/A	N/A
Other Sectors §	11,209.29	11,451.83						
Total	51,600.00	52,560.00						

† All programs meeting standard administrative and technical submittal requirements were aired.
‡ UH and DOE programming hours are provided in the HENC reports.
§ This programming is not designated P, E or G, and includes Island Info, overnight satellite feeds and other non-PEG specific programs.

Table 2. Programming by Origin: Locally Produced, Non-Locally Produced and Bulletin Board

Sector	Total Hours of Programming		Total Hours of Locally Produced Programming		Total Hours of Non-Locally Produced Programming		Total Hours of Bulletin Board Programming	
	2006	2007	2006	2007	2006	2007	2006	2007
Public	18,776.87	18,726.12	15,952.40	15,889.17	2,824.47	2,836.95	N/A	N/A
Education	14,649.92	14,420.40					N/A	N/A
Government	6,963.92	7,961.65	6,707.08	7,795.12	256.84	166.53	N/A	N/A
Sub-Totals	40,390.71	41,108.17	22,659.48	23,684.29	3,081.31	3,003.48		
Other Sectors §	2,197.90	2,512.93					2,197.9	2,512.93
Total	9,011.39	8,940.85						
Total	51,600.00	52,560.00						

§ This programming is not designated P, E or G, and includes overnight satellite feeds and other non-PEG specific programs.
† UH and DOE programming hours are provided in the HENC reports.

Table 3. Programming By Source: First Run Hours from P, E and G Sectors in the Categories of Dropped off for Play, PEG Trained & Certified Producers & Hours Created by 'Ōlelo (Open Mic and Created by PEG)

Sector	Total Hours of Programming "Dropped Off for Play" *		Total Hours of Programming Created by PEG Trained and Certified Producers		Total Hours of Programming Created by Open Mic †		Total Hours of Programming Created by PEG ‡	
	2006	2007	2006	2007	2006	2007	2006	2007
Public	1,767.87	2,048.03	1,894.10	2,028.42	N/A	N/A	N/A	N/A
Education §	§		§		§	§	N/A	N/A
Government	206.13	124.73	1,044.97	1,437.50	N/A	N/A	N/A	N/A
Totals	1,974.00	2,172.76	2,939.07	3,465.92	19.65	29.00	97.15	62.33

* These hours include 'Ōlelo trained & certified producers who don't use 'Ōlelo facilities for some programs, as well as local & non-local programming.
† These hours are not tracked using the P, E or G designations. Open Mic includes *O'ahu Speaks* and *Capitol Commentary*.
‡ These hours are not tracked using the P, E or G designations.
§ UH and DOE programming hours are provided in the HENC reports.

ISLAND INFO (BULLETIN BOARD)

Island Info (Bulletin Board) is 'Ōlelo's bulletin board service that provides information about community events. In 2007, a total of 2,514 notices were posted from individuals, community organizations and agencies such as Oahu Job Links.

O'AHU SPEAKS (OPEN MIC)

O'ahu Speaks is one of 'Ōlelo's Open Mic services. It provides an opportunity for any speaker from O'ahu to come to the Mapunapuna CMC and to videotape a message of up to seven minutes in length. The programs are cablecast weekly, so they are a convenient way to create messages quickly with minimal turn-around time between taping and cablecasts. In 2007 this service was used 42 times and resulted in almost 10 hours of Open Mic programming. Capitol Commentary, 'Ōlelo's other Open Mic service, contributed another 19 hours of programming.

TRAINING

VIDEO PRODUCTION TRAINING

In 2007 Producer certification (the primary focus of training), was up by 17 percent. 'Ōlelo awarded community members over 1,000 certifications in various areas of video production. Although, the certification rate for Studio and Featherpack classes was high (at 115 percent and 87 percent respectively) the number of people who enrolled in those classes decreased. This may be attributable to the fact that these types of productions require larger crews. A major reason for this was the shift to use of the Mini Studio. This service increased by 243 percent and doesn't require technical training or a crew. This drove production training in other areas down slightly in 2007. Another factor that contributed to this decrease was the intentional reduction in traditional training at one CMC so that time could be spent on research and development of potential new classes. The balance of the change resulted from a nominal decrease in overall training at another CMC and the halt of training at the Leeward CMC as it closed.

Table 4. Video Production Training: All Locations

Class Name	Number of Sessions		Total Number of Enrolled Students		Total Number of Students that Completed		* % of Students Completing Class	
	2006	2007	2006	2007	2006	2007	2006	2007
Mini Camera	77	73	526	521	392	305	75%	59%
Final Cut Pro	50	74	517	530	363	319	70%	60%
Producer	67	64	476	542	281	329	59%	61%
Feather Pack	19	10	203	123	197	108	97%	88%
EFP/Van	1	1	6	12	6	12	100%	100%
Studio	11	5	88	33	99	38	113%	115%
Total Instances	225	227	1,816	1,761	1,338	1,109	74%	63%

*Students may complete or become certified in a different year than the year they take a class. For example, a student who trains in December of 2006 may become certified in 2007. This can, in some instances, create a certification rate of over 100 percent for a particular class type.

Table 5. Number of Students Trained and Certified as Producers: All Locations

2008	2007
281	329

SUMMARY OF COMPLIMENTS, SUGGESTIONS AND COMPLAINTS

I

This section is being tabulated and will be forward within a week.

ʻŌLELO COMMUNITY TELEVISION
2007 YEAR-END ACTIVITY REPORT

OVERVIEW

This 2007 Year-End Activity Report highlights challenges and accomplishments during the year. This report provides additional information about important operational and administrative achievements and community building efforts which add value to the services offered by ʻŌlelo. It complements data in the Annual Activity Report *and the* Executive Summary. Together, the three reports provide an overview of ʻŌlelo's major efforts in 2007.

All required information has been provided within these reports, however additional information that might customarily been provided in the past has been limited because of the pending Request for Proposals (RFP) that could require ʻŌlelo to compete for the contract that it has had since 1990 to provide Public, Educational and Governmental (PEG) Access services on Oʻahu. While ʻŌlelo has always been very open about its operations, it declines to provide information that might reduce its competitive position within the RFP process.

MAJOR 2007 OPERATIONAL ACHIEVEMENTS

ʻŌlelo continued to operate six cable channels on Oceanic's system to provide PEG Access services on Oʻahu. However, there were substantial increases in the programming created by clients and cablecast on those channels in 2007. First-run programming hours for 2007 were up by 15 percent. That included a 25 percent increase in government programming. These, as well as other operational matters, are covered in more detail in the Executive Summary and Annual Report.

OPENING OF A NEW COMMUNITY MEDIA CENTER

The year began and ended with ʻŌlelo operating six community media centers (CMC) that provided services to the public, education and government at different locations on Oʻahu. However ʻŌlelo relocated its services in the Waipahu/Pearl City area during the latter half of 2007. Operations at the Leeward Community College (LCC) CMC were ended on December 31, 2007 because LCC needed the space occupied by the CMC for its expanding programs. However, ʻŌlelo was able to find suitable space on the campus of Waipahu Intermediate School to serve its clients in the Waipahu/Pearl City area.

The opening of the Waipahu CMC was the direct result of a successful partnership and several years of planning between ʻŌlelo, the DOE complex staff and school leadership. The new CMC increased PEG access services to a major Oʻahu population center. Its opening was another example of ʻŌlelo's ability to build community and to strengthen and support the public, education and government sectors. The new CMC held its grand opening on August 14, 2007, with accolades from government leaders including: Lieutenant Governor Duke Aiona, Mayor Mufi Hannemann, legislators, Superintendent of Education, Patricia Hamamoto, and leaders of area community associations. The new facility includes classroom space, edit bays and an audio booth, as well as a small studio. Camera and lighting equipment, as well as equipment for multi-camera field productions, is also available.

INTERNET ARCHIVING AND INDEXING

For about five years, ʻŌlelo has concurrently streamed most of the content of its channels over the Internet as those programs have been cablecast. In the fall of 2007, ʻŌlelo took that service to a new level. While Internet streaming of video makes it possible for viewers around the state and beyond to view programming while it airs, archiving of programming makes it possible for them to access programming at any time for up to a year after the program airs. Indexing of some programs--especially lengthy government meetings--allows viewers to jump to a specific point within a meeting. By year's end, the City Council had subscribed to the service, a pilot program for the Legislature had been started, and another pilot program for community clients was also under way. In early 2008, a third pilot program for the Neighborhood Commission was scheduled to be implemented.

ONGOING COMMUNITY-BUILDING PROJECTS

YOUTH XCHANGE

YXC celebrated its fourth year in 2007. It is the only issues-oriented statewide video competition serving students in grades K through 12 from public, private, charter and home schools. The competition again received over 300 entries and increased participation to over 60 schools. Sponsored categories included; Environmental Justice, DARE, and Start Living Healthy. Student finalists, teachers, administrators, officials, business executives and community leaders attended the awards banquet in May of 2007 where the work of elementary, middle and high school students in 10 categories was honored. A summer workshop for teachers was offered to enhance video teaching skills.

CAPITOL COMMENTARY 2007

Capitol Commentary is an on-location, open-mic opportunity held at the State Capitol during the legislative session. The service gives community members and legislators the opportunity to share their views on proposed or recently enacted legislation. Capitol Commentary completed its ninth season in May 2007. From January to May, 176 different speakers, including 63 legislators (83 percent of all legislators) participated. Twenty-one programs were produced.

Youth Capitol Commentary, a component of Capitol Commentary, is structured to civically engage students. It gives them direct access to, and experience with, policymakers who have an impact on their lives, their communities, and their futures. This year's initiative involved 50 students. They represented 14 schools from Oʻahu, 1 from Maui, and 2 from Molokaʻi. In preparation for Opening Day taping sessions, the students were mentored by ʻŌlelo staff members from community media centers across Oʻahu. After completing basic video training, students were taken to the State Capitol on opening day to meet and interview legislators and members of the community. Working together, the students produced six hours of programming. All programs were aired on VIEWS, (channel 54) and distributed to Neighbor Island PEG access organizations for cablecasting throughout the session.

VOLUNTEER ACTIVITY/EXECUTIVE PRODUCTIONS

Video production requires a considerable amount of work, as well as great dedication and the assistance of many volunteers. In 2007, dedicated volunteers provided 42,568 hours of their time to create programs for airing on ʻŌlelo's channels.

Executive Productions (EP) are particularly dependent on volunteers. Through the EP program, not for profit organizations and community groups are able to request coverage of events that they would like to have cablecast on ʻŌlelo's channels. ʻŌlelo staff work hard to match those requests with volunteer availability and capability. The resulting community programming extends the impact of these events to the broader community. In 2007 there were a total of 96 Executive Productions which resulted in 127 hours of local programming.

Other Administrative Efforts

Work related to the Request for Proposals

It is worth noting that, in addition to the achievements mentioned above, ʻŌlelo invested a significant amount of time and resources in reviewing and responding to the State's Request for Proposals (RFP) to provide PEG access services. That included responding to the State's second Request for Information, developing ʻŌlelo's protest to the final RFP and undergoing an external review of the thousands of items in ʻŌlelo's inventory by Merina and Company. Although the review was paid for by the DCCA, the preparation, conduct of the inventory and reporting of results consumed substantial amounts of time within the Finance and Engineering Departments, as well as staff time at all CMCs. These efforts would have been better used in support of the community.

`ŌLELO COMMUNITY TELEVISION
2006 ANNUAL ACTIVITY REPORT

2006 HIGHLIGHTS

Serving the community with more outreach and providing more diverse programming were continuing objectives for `Ōlelo during 2006. Additionally, because of the potential impact on clients of a proposed Request for Proposals (RFP) for PEG services, `Ōlelo spent a considerable amount of time responding to the Department of Commerce and Consumer Affairs (DCCA) requests for information, providing testimony to the State Procurement Policy Board and educating clients in the complex procurement issues surrounding the competitive process. As a result of this work, several hundred clients attended three public meetings of the State's Procurement Policy Board (PPB) and a community meeting called by the DCCA. They provided written and oral testimony that overwhelming supported the DCCA's request that the contracts be exempt from the competitive process.

With respect to programming, in 2006 `Ōlelo cablecast 51,600 hours of on-air programming (shown in Table 1), a 17.8 percent increase over 2005. That included programming of a sixth channel, FOCUS 49 that was awarded to 'Ōlelo for a trial period that began on February 10, 2006. Additionally, FOCUS 49 was concurrently added to 'Ōlelo's 24-hour video streaming service that already included channels 52, 53 and 54. `Ōlelo continued to provide a fifth stream in high bandwidth format with a 24-hour view of the Honolulu traffic cameras.

The sixth channel was needed because programming on the existing access channels had grown substantially since the fifth access channel was awarded to 'Ōlelo in January 1996. At that time 'Ōlelo had a total of 2,855 hours of first-run programming. By 2003, first-run hours had grown to 4,260, a 49 percent increase. After the channel was awarded, programming increased further. The sixth channel has had a measurable positive impact on scheduling of access programming. FOCUS 49 helped alleviate the crowding of 'Ōlelo's prime time and legislative schedule, allowing for more timely scheduling of programs, as well as more assurance that programs will run in their assigned time slots.

Prior to the activation of FOCUS 49, producers of special programs two hours or more in length could wait as long as 127 days for airing of their program in prime time. The average wait was 36 days. By comparison, after FOCUS 49 became available, the longest wait was 32 days, and the average wait dropped to 12 days. 'Ōlelo has applied to make the award of FOCUS 49 permanent.

PUBLIC, EDUCATIONAL AND GOVERNMENT ACCESS PROGRAMMING HOURS

The strong growth described above is shown in the Public and Government statistics in the table below. More detail is shown in the tables in the accompanying Executive Summary.

Table 1. Total Hours of Programming: First Run, Repeat and Submitted but Not Aired

Sector	Total Hours of Programming		Total Hours of First Run Programming		Total Hours of Repeat Programming		Total Hours of Programming Submitted but Not Aired	
	2005	2006	2005	2006	2005	2006	2005	2006
Public	16,423.87	18,776.87	3,166.12	3,662.00	13,257.75	15,114.87	N/A	N/A
Education	13,987.38	14,649.92	‡	‡	‡	‡	N/A	N/A
Government	6,273.28	6,963.92	1,317.32	1,251.10	4,955.97	5,712.82	N/A	N/A
Sub-Totals	36,684.53	40,390.71	4,483.44	4,913.10	18,213.72	20,827.69	N/A	N/A
Other Sectors §	7,115.47	11,209.29						
Total	43,800.00	51,600.00						

† All programs meeting submittal requirements are aired.
‡ UH and DOE programming hours are provided in the HENC reports.
§ This programming is not designated P, E or G, and includes Island Info, overnight satellite feeds and other non-PEG specific programs.

OUTAGE SUMMARY

There were 15 outages in 2006. A dozen were the result of the loss of an Oceanic feed and three were caused by power interruptions. They ranged in duration from a matter of seconds or minutes to one caused by the earthquake on October 15, 2006 that knocked of all HECO power on Oahu, lasted for nine hours and affected all channels. Although ʻŌlelo was able to sustain operations using its emergency generator, the station was shut down after two hours because there were no fiber feeds from State Civil Defense and Oahu Civil Defense. Another major interruption that affected all channels occurred on December 15 when fiber was accidentally cut by road crews working in the Mapunapuna area. Oceanic repaired it in about three hours. The other 11 fiber outages are summarized below.

- Channel 49 was interrupted six times. One was a loss of the connection from Honolulu Hale and another occurred because of a loss of feed from the State Capitol. The others resulted from a loss of feed from Mililani.
- Channel 54 was interrupted twice.
- Channel 56 was interrupted three times.

The other two HECO-related outages are listed below.

- Channel 55 was interrupted when a power surge damaged the time base corrector that serves that channel.
- Channels 49 and 56 were knocked off the air for a few minutes by a severe power surge. Channel 56 was back on shortly using UPS power.

FACILITY USE

In 2006, the estimated value that clients received by using equipment and facilities at ʻŌlelo's Community Media Centers was $7,534,508. This was a three percent increase in value over 2005. It does not include the value of ʻŌlelo's resources used by the State Legislature, City Council and City Administration.

The majority of the increase in combined facility and equipment use can be attributed to a rise in the use of mini-field cameras (116,285 hours), up 12 percent from 2005. Non linear edit usage (38,377 hours) increased by 18 percent, and both studio and production van usage were up (16 percent and 37 percent respectively).

There was also a predictable drop in linear edit equipment usage to 5,056 hours, an 18 percent decrease from 2005. This was accompanied by a correlating decrease in the use of larger field units to 8,557 hours, down 31 percent from 2005. This pattern reflects the community's growing preference for smaller more portable cameras and computer-based editing.

VIDEO PRODUCTION TRAINING

In order to compare training accomplishments between 2005 and 2006, two factors need to be recognized. First, the method of training delivery changed. In 2006 `Ōlelo replaced much of its ala carte training with a new three-part package for production training that included Producer, Mini Camera and Final Cut Pro non-linear editing classes At year's end, `Ōlelo was developing curricula for advanced classes, however advanced training was, and continues to be, offered to clients through one-on-one mentoring sessions. The other factor that should be considered when comparing training data between 2005 and 2006 is a one-time class that was taught in 2005. It was a project of the Palolo Community Media Center in which 100 Kaimuki High School students were trained on campus. This raised the training enrollment and certifications for 2005. When these factors are considered, training numbers for 2006 were on-target and responsive to the changing needs of the community. Comparisons are shown in the table below.

Class Name	Number of Sessions		Total Number of Enrolled Students		Total Number of Students that Completed		Percentage of Students Completing Class	
	2005	2006	2005	2006	2005	2006	2005	2006
Mini Camera	80	77	686	526	572	392	83%	75%
Final Cut Pro	66	50	436	517	323	363	74%	70%
Producer	62	67	484	476	364	281	75%	59%
Feather Pack	19	19	145	203	127	197	88%	97%
EFP/Van	1	1	15	6	15	6	100%	100%
Studio	7	11	68	88	75	99	110%	113%
Total Instances	235	225	1,834	1816	1,476	1338	80%	74%

VOLUNTEER ACTIVITY/EXECUTIVE PRODUCTIONS

Volunteers are an integral part of `Ōlelo's success, and over 600 clients volunteered a total of 35,837 hours in 2006. Although this number is impressive, it is understated because many of `Ōlelo's clients choose not to log their hours. In addition to volunteering on other people's productions, clients contributed to 78 executive productions. This was in an increase of 33 percent over 2005 levels. About 70 percent of the productions were done for community groups such as the Defend Oahu Coalition, Community Alliance on Prisons, Hawaii Association for the Blind, League of Women Voters and Salvation Army. Educational organizations that benefited from executive productions (about 17 percent) included the UH Law School, as well as Kaiser and Kaimuki High Schools. Government organizations, such as the Workforce Development Council, accounted for the rest. Executive productions give volunteers the opportunity to gain more production experience, while assisting non-profit and community organizations with event coverage.

FACILITATED AND SPECIAL PRODUCTIONS

`Ōlelo provides production services to individuals, organizations and community groups that might not otherwise have a voice on the cable system. These services provide those who have a message, but do not have the technical skills or time to create a program. The following is a summary of services offered in 2006.

Capitol Commentary
Capitol Commentary is an open-mic service on location at the State Capitol. It allows legislators and community members to share their views on proposed or recently enacted legislation. Capitol Commentary completed its eighth season at the Legislature in May 2006. From January to May, 137 speakers--including 62 legislators--participated. Nineteen programs, totaling 13.5 programming hours, were created. Youth Capitol Commentary, a project that allowed students from across O`ahu to videotape legislators, allowed approximately 50 students to interview legislators from their districts on Opening Day. Students represented eleven schools, including elementary, middle, high and charter schools and were mentored by 'Ōlelo staff. Youth Capitol Commentary is a continuing effort to provide students with insight into the legislative process. All programs were aired on VIEWS, (channel 54) and also distributed to neighbor island PEG Access stations for airing throughout the session.

Giving Aloha
In 2006, 'Ōlelo continued its Giving Aloha service for non-profits. Giving Aloha is an 'Ōlelo service that offers non-profit and community groups the opportunity to get their message out via 30-minute studio discussions, fully facilitated by 'Ōlelo staff and volunteers. Non-profits used the service last year to create eight shows that were cablecast on OAHU (channel 52) and also distributed to PAX TV and COX Radio upon request to extend the message of O'ahu's non-profit agencies.

Hali`a Aloha Hawai`i (Oral History Training)
Since its inception seven years ago, the Hali'a Aloha Hawai'i video oral history program continued to provide quality programs featuring Hawaii's senior citizens. In 2006, efforts focused on maximizing the program's use as a community building tool. As part of this, more staff were trained and the service became available at all of 'Ōlelo's Community Media Centers. Much of this was the result of increased viewer calls requesting more oral history programming and copies of shows, as well as a heightened interest in oral history training classes. At least one staff member from each CMC worked on a video oral history project as part of the increased training. Six projects were in the post-production stage by the end of the year.

In 2005, the emphasis was on encouraging past participants to create new programs with less oversight by 'Ōlelo staff. This successful approach was continued in 2006 with a work group that met regularly to work on projects.

The value of "Hali'a Aloha Hawai'i" was recognized this year with a Nā Lima Kōkua Ma Waēna o Makua (Helping Hands Across the Ages) Award from the Hawai'i Pacific Gerontological Society in the Communication & Arts category.

YOUTH XCHANGE
Youth Xchange, 'Ōlelo's annual statewide video production competition, celebrated its third year. In 2006, 315 entries were received, up 65 percent from the 205 received in 2005. Two additional categories were added; Environmental Justice and Renewable Energy, thanks to supportive sponsors. Approximately 300 students, teachers, administrators, officials, business executives and community leaders attended the awards banquet in March where the work of elementary, middle and high school students in seven categories was honored. Speakers such as Senator Daniel Inouye and actor Jason Scott Lee were present to encourage the crowd. Issues continued to focus around drug abuse, drinking and driving, the environment and health.

VOTE!2006
Vote! is an 'Ōlelo initiative that is held during election years that supports 'Ōlelo's goal of increasing civic participation in the democratic process. In 2006, an advisory committee was formed that included representatives from each of the political parties (Democratic, Green, Libertarian, and Republican) as well as the Hawaii Institute of Public Affairs and The League of

Women Voters. The committee assisted in setting programming priorities and provided feedback on services. Voter Viewpoint, a series of panel discussions, covered the issues of: traffic, education, homelessness, business and labor, economic development, and drug policy. Candidates in Focus provided the opportunity for all registered candidates to tape a five-minute speech that was aired on 'Ōlelo's channels throughout the primary and general elections. This year 'Ōlelo served 141 candidates. Vote! 2006 programs dealing with statewide candidates and issues were also distributed to the Neighbor Islands. Candidates Debate gave those in smaller races the opportunity to publicly debate and air their views on the issues in their areas. Contests and issues for discussion were chosen in consultation with the Advisory Committee. In 2006, 25 debates where held, serving 76 speakers. Five debates on Hawaii Constitutional Amendments and one Honolulu City Charter Amendment were included. As a result of Vote!2006 production services, 17 candidates decided to expand their messages by using the services of 'Ōlelo's Mapunapuna MiniStudio.

MINI STUDIO

Olelo's popular mini studio was revamped, doubling its size and adding production enhancements, such new robotic cameras and PowerPoint, to accommodate demand. The increased space comfortably holds more people, making it ideal for smaller series programs that once needed the main studio facilities. During the year, 79 individuals and organizations used the mini-studio, many of them to produce series programming. Program content included the Arts, Cultural and Ethic material, Government and Community issues and Inspirational programming.

MARKETING AND ADVERTISING

In 2006, marketing and graphics support were provided for Youth Xchange, Vote!2006 and client block programming. Print and television advertising campaigns for Vote! and block programming were purchased in the Fall of 2006.

SUMMARY OF REVENUE FROM SOURCES OTHER THAN FRANCHISE FEES

The following figures are unaudited. Audited financial information will be available in July 2006 following approval of the audit by 'Ōlelo's Board of Directors.

Description	Revenue Amount
Service Income	$704.50
Training Fees	$9,523.00
Tape Sales, Publications and Production Materials	$24,721.00
Rent/Tenant Income	$587,246.32
Interest Income	$382,690.18
Miscellaneous Income	74,244.51
Total Collected in Addition to Oceanic Franchise Fees	**$1,079,129.51**

`ŌLELO COMMUNITY TELEVISION
2006 Annual Activity Report
EXECUTIVE SUMMARY

Overview

Calendar Year 2006 was another year of achievement for `Ōlelo. As the programming charts show, first-run programming increased substantially because of a 15.7 percent increase in first-run Public programming. This validated the need for the sixth channel that was awarded to `Ōlelo by the DCCA on February 10, 2006. Programming on that channel (FOCUS 49) in 2006 accounts for the increase in total hours of programming over 2005.

Programming

Table 1. Total Hours of Programming: First Run, Repeat and Submitted but Not Aired

Sector	Total Hours of Programming		Total Hours of First Run Programming		Total Hours of Repeat Programming		Total Hours of Programming Submitted but Not Aired †	
	2005	2006	2005	2006	2005	2006	2005	2006
Public	16,423.87	18,776.87	3,166.12	3,662.00	13,257.75	15,114.87	N/A	N/A
Education	13,987.38	14,649.92	‡	‡	‡	‡	N/A	N/A
Government	6,273.28	6,963.92	1,317.32	1,251.10	4,955.97	5,712.82	N/A	N/A
Sub-Totals	36,684.53	40,390.71	4,483.44	4,913.10	18,213.72	20,827.69	N/A	N/A
Other Sectors §	7,115.47	11,209.29						
Total	43,800.00	51,600.00						

† All programs meeting submittal requirements were aired.
‡ UH and DOE programming hours are provided in the HENC reports.
§ This programming is not designated P, E or G, and includes Island Info, overnight satellite feeds and other non-PEG specific programs..

Table 2. Programming by Origin: Locally Produced, Non-Locally Produced and Bulletin Board

Sector	Total Hours of Programming		Total Hours of Locally Produced Programming		Total Hours of Non-Locally Produced Programming		Total Hours of Bulletin Board Programming	
	2005	2006	2005	2006	2005	2006	2005	2006
Public	16,423.87	18,776.87	12,834.09	15,952.40	3,589.78	2,824.47	N/A	N/A
Education	13,987.38	14,649.92	†		†		N/A	N/A
Government	6,273.28	6,963.92	6,026.40	6,707.08	246.88	256.84	N/A	N/A
Sub-Totals	36,684.53	40,390.71	18,860.49	22,659.48	3,836.66	3,081.31		
Bulletin Board	676.92	2,197.90					676.92	*2197.9
Other Sectors §	6,438.55	9,011.39						
Total	43,800.00	51,600.00						

§ This programming is not designated P, E or G, and includes overnight satellite feeds and other non-PEG specific programs.
† UH and DOE programming hours are provided in the HENC reports.
* Bulletin Board programming increased because an overnight satellite feed was moved by the provider part way through the year and `Ōlelo replaced it with "Island Info."

Table 3. Programming By Source: First Run Hours from P, E and G Sectors in the Categories of Dropped off for Play, PEG Trained and Certified Producers and Hours Created by ʻŌlelo (Open Mic and Created by PEG)

Sector	Total Hours of Programming Dropped Off for Play*		Total Hours of Programming Created by PEG Trained and Certified Producers		Total Hours of Programming Created by Open Mic†		Total Hours of Programming Created by PEG‡	
	2005	2006	2005	2006	2005	2006	2005	2006
Public	1,587.75	1,767.87	1,578.37	1,894.10	N/A	N/A	N/A	N/A
Education §	§	§	§	§	N/A	§	N/A	N/A
Government	152.45	206.13	1,164.87	1,044.97	N/A	N/A	N/A	N/A
Totals	1,740.20	1,974.00	2,743.24	2,939.07	25.92	19.65	64.62	97.15

* These hours include ʻŌlelo trained and certified producers who don't use ʻŌlelo facilities for some programs.

† These hours are not tracked using the P, E or G designations. Open Mic includes *Oʻahu Speaks* and *Capitol Commentary.*

‡ These hours are not tracked using the P, E or G designations.

§ UH and DOE programming hours are provided in the HENC reports.

Island Info (Bulletin Board)

Island Info is ʻŌlelo's bulletin board service that provides information about community events. The significant increase over last year's numbers resulted when Island Info was used to replace an after-midnight satellite feed that was moved by its provider to a transponder that could not be picked up by ʻŌlelo's receivers. In 2006, a total of 3,538 notices were posted from 549 community organizations such as neighborhood boards. Those figures include 63 new groups.

Oʻahu Speaks (Open Mic)

Oʻahu Speaks is ʻŌlelo's open mic program that provides anyone with a message seven minutes of air time to cablecast that message. Use dropped in 2006 because many former users elected to use ʻŌlelo's expanded mini studio services to create longer programs. These new mini studio programs were significant contributors to the 2006 programming increases.

Training

In order to compare training accomplishments between 2005 and 2006, two factors need to be recognized. First, the method of training delivery changed. In 2006 ʻŌlelo replaced much of its ala carte training with a new streamlined three-part package for production training that included Producer, Mini Camera and Final Cut Pro non-linear editing classes. At year's end, ʻŌlelo advanced training was--and continues to be--offered to clients through one-on-one mentoring sessions. The other factor that should be considered when comparing training data between 2005 and 2006 is a one-time 2005 project of the Palolo/Kaimuki Community Media Center in which 100 Kaimuki High School students were trained on campus. This raised the training enrollment and certifications for 2005. When these factors are considered, training numbers for 2006 were on-target and responsive to the changing needs of the community.

Table 4. Video Production Training: All Locations

Class Name	Number of Sessions		Total Number of Enrolled Students		Total Number of Students that Completed		Percentage of Students Completing Class	
	2005	2006	2005	2006	2005	2006	2005	2006
Mini Camera	80	77	686	526	572	392	83%	75%
Final Cut Pro	66	50	436	517	323	363	74%	70%
Producer	62	67	484	476	364	281	75%	59%
Feather Pack	19	19	145	203	127	197	88%	97%
EFP/Van	1	1	15	6	15	6	100%	100%
Studio	7	11	68	88	75	99	110%	113%
Total Instances	235	225	1,834	1816	1,476	1338	80%	74%

*Students may complete or become certified in a different year than the year they take a class. For example, a student who trains in December of 2005 may become certified in 2006. This can, in some instances, create a certification rate of over 100 percent for a particular class type.

Video Production Training Certifications

Table 5. Number of Students Trained and Certified as Producers: All Locations

Trained and Certified Producers		
2004	2005	2006
230	364	281

Summary of Compliments, Suggestions and Complaints

In 2006, a total of 354 comments were received via US Mail, email and telephone and in-person communication. This number is up substantially from the 132 comments received in 2005. Of the 354 comments, 338 were compliments (up 360 percent from the 94 in 2005), 4 were suggestions (down 43 percent from the 7 in 2005) and 12 were complaints (down 61 percent from the 31 in 2005). The specific areas of interest or concern are as follows:

Area	Compliments	Suggestions	Complaints
Programming	326	4	8
Scheduling			1
Client Service / Staff	11		
Administration	1		3
Total	**338**	**4**	**12**

Complaint Resolution

`Ōlelo welcomes all comments and considers complaints opportunities to examine, change, and improve services, where appropriate. Complaint resolution varies depending on the issue. Complaints about procedures and processes, including administration, are handled by the appropriate staff member and are generally resolved on a departmental level. Complaints received from viewers about specific program content are recorded by staff and investigated. Staff will identify and review programs in question. If program content violations, such as prohibited content or technical gaps, are confirmed, staff works directly with the program's producer to resolve the issue.

Awareness and Perceived Value of ʻŌlelo Community Television Programming

A Survey among Oʻahu Residents

EXHIBIT D

ʻōlelo COMMUNITY TELEVISION

May 2011

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Detailed Findings

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Executive Summary

The following section summarizes key findings from a May 2011 survey of cable subscribers. A total of n=407 cable subscribers completed this survey via either telephone interview or online. Overall findings from the May 2011 survey have been compared to prior tracking data obtained in past Viewership Surveys conducted for ʻŌlelo.

Awareness and Viewership of PEG Access Channels

- Despite a significant decline in viewership (33%; down 11 points), overall awareness of PEG Access Channels in May 2011 (78%; up 1 point) remained relatively the same as that reported in the previous tracking in November 2006. [Note: The decline in viewership may be attributable to viewership of election-year programming in November 2006.]
- Viewership of most individual ʻŌlelo channels has declined since November 2006, most notably for Channels 55 and 56 - TEC/TEACH (14%; down 8 points). Viewership of Channel 49 – FOCUS (14%; up 2 points) was the lone exception among ʻŌlelo channels.
- Filipinos took on a prominent role in May 2011 and now make up a comparable segment of the viewing audience for PEG Access Channels, with Caucasian and Hawaiian cable subscribers. Furthermore, Filipino cable viewers (47%) were the most likely to have watched ʻŌlelo programming in the past month, ahead of both Hawaiians (42%), and Caucasians (38%).

Executive Summary (cont.)

Perceived Value of PEG Access Channels

- Although viewership numbers may be relatively low, support for PEG Access Channels remains fairly high, with 5 in 6 respondents agreeing that these channels are valuable to the community (83%). It should be noted, however, that this 83% continues a gradual downward trend in overall support, with the proportion finding PEG Access Channels to be "very valuable" declining significantly (31%; down 43%).
  - Filipinos, Caucasians, and Hawaiians perceived similar value in PEG Access Channels; Japanese were far less supportive.
  - Those from lower-income households were more likely than those from middle-income or upper-income households to consider PEG Access Channels to be "very valuable".

ʻŌlelo Community Media: Programs and Services

- More than three-fourths of cable subscribers indicated that they had heard of ʻŌlelo Community Media (78%).
- Two-fifths of the respondents said that they were aware of ʻŌlelo-sponsored community programs and services.
- Practically all mention of ʻŌlelo-sponsored community programs and services came on an aided basis, as very few could recall of specific programs or services on their own.
- Viewer awareness was highest for ʻŌlelo offering live Legislative sessions and City Council meetings (58%); the only program/service tested recalled by a majority of respondents.

Executive Summary (cont.)

<u>'Ōlelo Community Media: Programs and Services (cont.)</u>

- Just under half recalled Vote Informed election programming (44%), followed by 'Ōlelo-provided free services for non-profit organizations (37%), the Youth Xchange student video competition (28%), and 'Ōlelo-offered video training, certification classes, equipment and production facilities at six various community Media Centers across O'ahu (26%).
- All 'Ōlelo-sponsored community programs and services tested were considered to be valuable; with each one receiving either a "very valuable" or "somewhat valuable" rating from roughly 9 in 10 respondents.
  - A slight majority of cable subscribers surveyed considered 'Ōlelo-provided free services for non-profit organizations (56%), Vote Informed election programming (53%), and the Youth Xchange student video competition (53%) to be "very valuable".
- One in 7 cable subscribers said that they have gone to 'Ōlelo's website in the past (14%).
- One in 10 surveyed were aware that they could access, watch, or listen to videos and programs on-demand at 'Ōlelo's website (10%). Overall, only a few respondents indicated that they have watched or listened to a video or program on-demand at 'Ōlelo's website (3%).
- Of those programs tested, cable subscribers indicated that they would be most likely to watch current traffic camera views and livestreams (52% likely) in the next few months, followed by cultural or ethnic events and programming previously broadcast on 'Ōlelo (45%); previously broadcast sports, arts, and entertainment programming (44%); and community-based issues, sports, and entertainment programming shown on Channel 52 – OAHU (44%).
  - Filipino cable subscribers would be the most likely demographic segment to utilize on-demand programming at 'Ōlelo's website, with those from lower-income households also strong candidates for on-demand programming.

Executive Summary (cont.)

Effects of New Methodology

In May 2011, a decision was made to move the Viewership Survey in a new direction --- converting from a landline-only survey to a mixed-method survey incorporating both telephone as well as online surveys. The primary reason for this change was to address the issue of the changing demographics --- and declining representativeness --- of landline telephone samples.

A primary concern is any impact of the change in methodology on the tracking data. After comparing key tracking metrics (see page 65), it was noted that the change in methodology has likely resulted in some of the noteworthy changes reported in these findings. While this is an unfortunate result of the methodology change, this is more accurate data, and Ward Research feels that the new direction of the Viewership Survey will yield more accurate and constructive viewership data from this point forward.

Objectives

- The objectives of the research were:
  - ✓ To track awareness and perceived value in ʻŌlelo Community Television programming among Oʻahu residents;
  - ✓ To understand reasons for not watching ʻŌlelo channels among non-viewers;
  - ✓ To establish baseline measures for awareness of and perceived value of ʻŌlelo's community programs and services;
  - ✓ To measure awareness and usage of ʻŌlelo's website; and
  - ✓ To measure awareness, usage, and appeal of ʻŌleloNet On Demand videos.

Methodology

For the first time ever, the methodology employed for the ʻŌlelo Viewership study was a mixed-method methodology combining a telephone sample with an online sample. A total sample of n=407 Oahu cable subscribers completed the survey between April 22 to May 2, 2011; n=265 through a telephone survey and n=142 via an online survey. Maximum sampling error for a sample of n=407 is +/- 4.8%.

The survey instrument utilized a combination of questions from past ʻŌlelo Viewership surveys, combined with Awareness and Perceived Value questions asked on behalf of ʻŌlelo on prior Ward Research Omnibus Surveys. In addition, several new areas of questioning were added for the first time in 2011 --- awareness of ʻŌlelo's community programs and services, perceived value of these programs and services, awareness and usage of ʻŌlelo's website, and awareness and appeal of ʻŌleloNet On Demand videos. A similar survey was last conducted among n=406 O'ahu residents in November 2006. Tracking comparisons between May 2011 and November 2006 are highlighted throughout this report, wherever possible.

All respondents were screened for the following:

- At least 18 years of age;
- Household subscribes to cable television through Oceanic Time Warner Cable; and
- Exclusive of those employed in a sensitive industry.

Methodology (cont.)

For the telephone component, the sampling frame was generated at random by the research firm using a random digit dialing program. This random-digit dialing method includes unlisted as well as listed telephone numbers, helping to promote an unbiased sample. All interviewing was conducted from the Ward Research Calling Center in the downtown Honolulu office. Interviews were conducted between the hours of 5:00 p.m. and 9:00 p.m. on week nights and 9:00 a.m. to 9:00 p.m. on weekends. The Calling Center is equipped with a Computer Assisted Telephone Interviewing (CATI) system which allows for the 100% monitoring of calls, through a combination of electronic and observational means.

For the online component, the sampling frame was drawn at random among members of the *Hawai'i Panel*, an online panel of Hawaii residents statewide, developed and maintained by Ward Research.

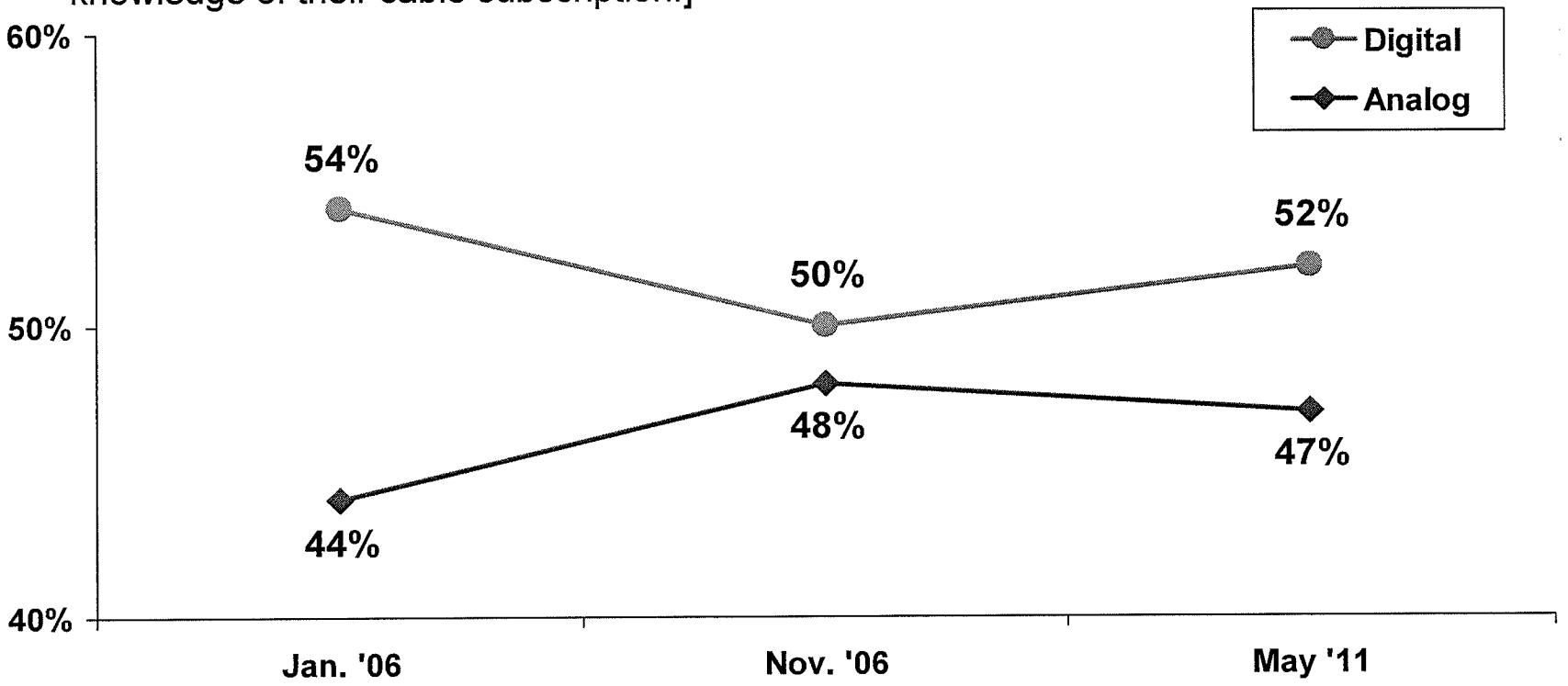
Upon completion of fielding, data from the phone survey and online survey were combined and tabulated. Data were weighted and combined based on access to the household based on various technologies --- landline, cell, and/or Internet --- such that the resulting sample is proportionate to the population. Data processing was accomplished using SPSS for Windows, an in-house statistical software package, which allows for the cross tabulation of data by key variables (i.e., awareness of ʻŌlelo Community Media, viewership of ʻŌlelo programming, perceived value of PEG Access Channels, age, ethnicity, income, and gender).

Detailed Findings

Profile of Cable Subscribers

Digital vs. Analog Viewers (Tracking)

- In May 2011, the cable audience remained almost evenly split between those reportedly subscribing to digital cable and those reportedly subscribing to analog. [Note: Please note that figures may differ from actual subscription data due to reliance on respondents' knowledge of their cable subscription.]



Q: Do you subscribe to Digital, Analog, or regular cable?
Note: Question was added in January 2006

(May 2011: n=407); Nov. 2006: n=406; Jan. 2006: n=403)

Characteristics of Respondents (Digital vs. Analog)

- In May 2011, there were no statistically significant differences between digital and analog subscribers based on either age or household income.

Oahu Cable Subscribers			
Age	**TOTAL**	**Analog**	**Digital**
18 to 24 yrs	7%	7%	7%
25 to 34 yrs	22%	24%	21%
35 to 44 yrs	18%	19%	18%
45 to 54 yrs	18%	20%	16%
55 to 64 yrs	17%	13%	21%
65+ yrs	17%	18%	17%
MEAN	46.8 yrs	46.6 yrs	46.9 yrs
Household Income			
Less than $35,000	19%	22%	16%
$35,000 to $49,999	15%	17%	13%
$50,000 to $74,999	18%	18%	18%
$75,000 to $99,999	17%	18%	16%
$100,000+	12%	9%	15%
Refused	19%	16%	22%
MEAN	$51,470	$50,210	$52,650
MEDIAN	$59,300	$54,610	$63,650
BASE:	**(407)**	**(197)**	**(210)**

Characteristics of Respondents (Digital vs. Analog)

- There was very little difference between digital versus analog subscribers based on area of residence; the lone example being a significantly greater proportion of digital subscribers living in East Honolulu than did the analog group.

Oahu Cable Subscribers			
Area of Residence	**TOTAL**	**Analog**	**Digital**
Urban Honolulu	35%	38%	32%
East Honolulu	12%	7%	17%
Windward Oahu	12%	16%	8%
Pearl City/Aiea/Moanalua	8%	9%	7%
Central Oahu	17%	14%	19%
Ewa Plain	8%	9%	7%
North Shore	1%	2%	<1%
Leeward Oahu/Kapolei	5%	3%	6%
Refused	2%	2%	2%
BASE:	**(407)**	**(197)**	**(210)**

Note: Shaded areas show statistically significant differences between segments

Characteristics of Respondents (Digital vs. Analog)

Oahu Cable Subscribers			
Education	**TOTAL**	**Analog**	**Digital**
Grade school or less	1%	1%	1%
Some high school	2%	2%	2%
High school graduate	15%	19%	11%
Some college	23%	23%	24%
College graduate	39%	41%	36%
Post-graduate	19%	13%	25%
Refused	1%	1%	<1%
Ethnicity			
Caucasian	19%	13%	24%
Chinese	8%	7%	9%
Filipino	14%	15%	13%
Hawaiian/Part-Hawaiian	17%	17%	17%
Japanese	22%	25%	20%
Mixed	11%	13%	9%
Other	9%	10%	7%
Gender			
Male	47%	45%	50%
Female	53%	55%	50%
BASE:	**(407)**	**(197)**	**(210)**

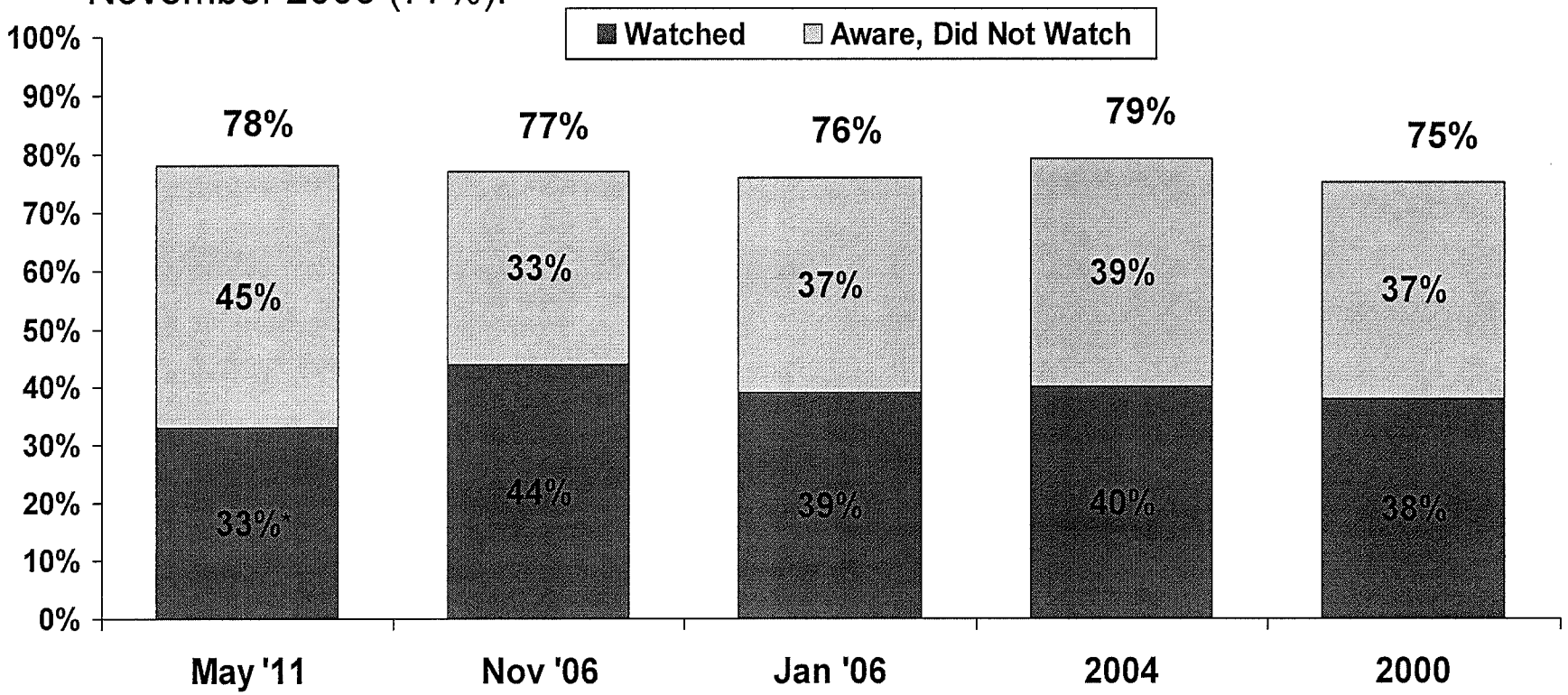
Note: Shaded areas show statistically significant differences between segments

- There was a higher incidence of post-graduates among digital subscribers than among analog subscribers.
- There was a higher presence of Caucasian viewers among digital subscribers than among the analog group.
- There were no significant differences between groups based on gender.

Awareness and Viewership of PEG Access Channels

Awareness & Viewing of Ōlelo Channels (Tracking)

- Despite a significant decline in viewership, overall awareness of PEG Access channels in May 2011 (78%) remained relatively the same as that reported in November 2006 (77%).

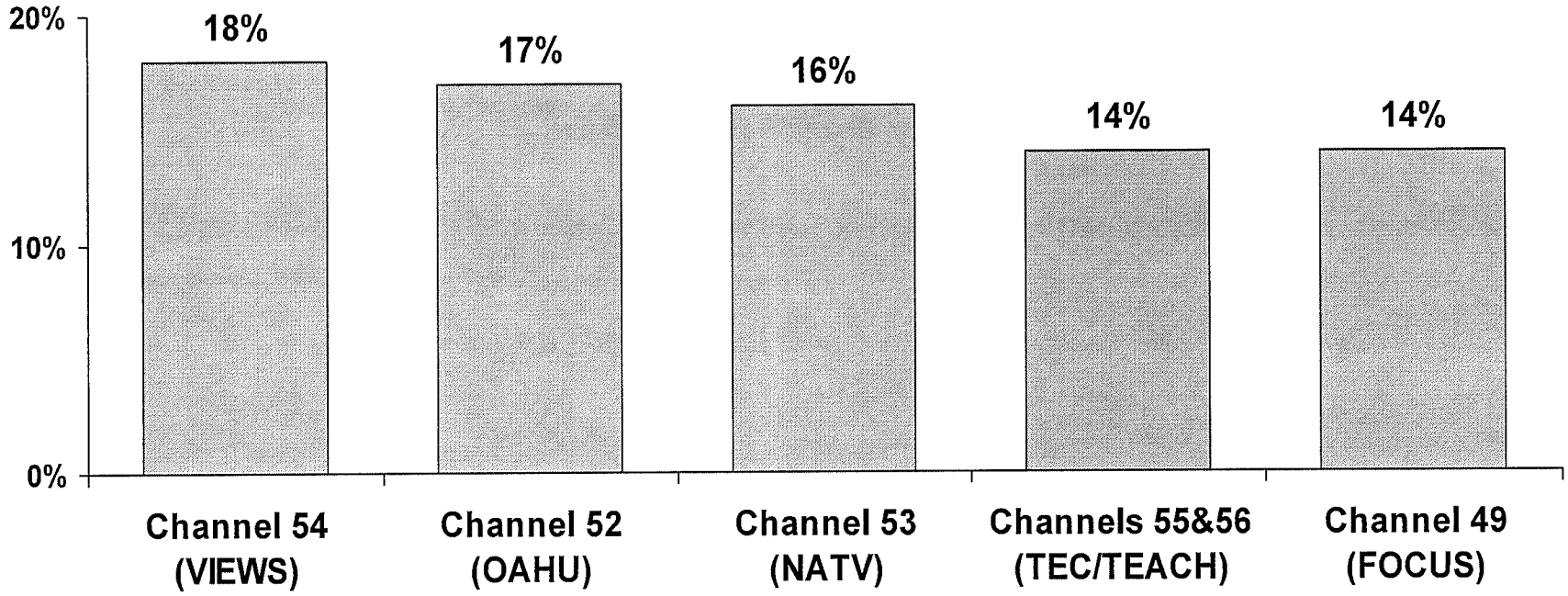


BASE: May 2011: n= 407; Nov. 2006: n=406; Jan. 2006: n=403; 2004: n=401; 2000: n=401

*Note: A new weighting scheme (HH technologies) was used in May 2011. Based on the old weighting scheme (landline only), total viewership for May '11 was 40% (see page 69).

Viewership of ʻŌlelo Channels 49, 52, 53, 54, 55, or 56 (Past Month)

- Past month viewership was fairly comparable across all ʻŌlelo channels --- ranging from a high of 18% for Channel 54 (VIEWS) to 14% for both Channels 55 and 56 (TEC/TEACH) and Channel 49 (FOCUS).

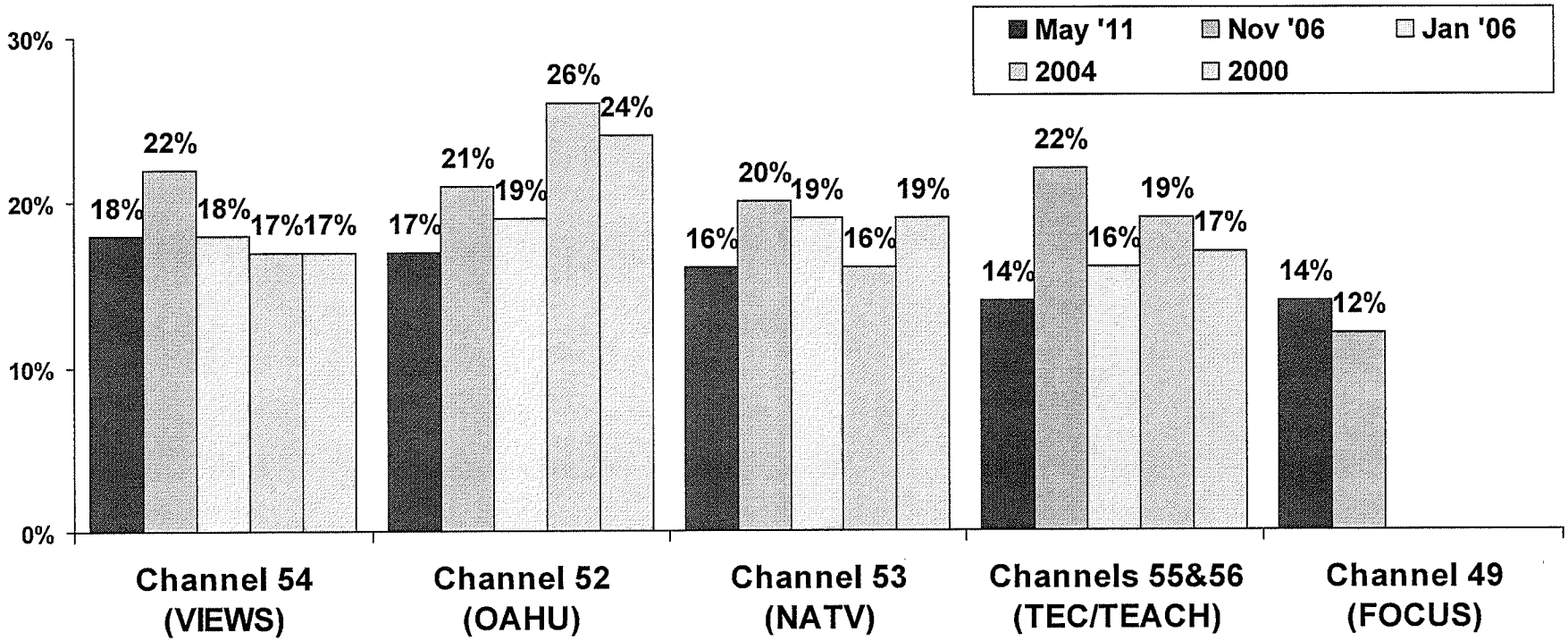


Q: Did you watch any programming on Channel (49, 52, 53, 54, 55, or 56) in the past month?

(May 2011: n= 407)

Viewership of ʻŌlelo Channels 49, 52, 53, 54, 55, or 56 (Tracking)

- Viewership of most ʻŌlelo channels has declined since November 2006 --- most notably for Channels 55 and 56 (TEC/TEACH) which dropped 8 points. Viewership of Channel 49 (FOCUS) was the lone exception.



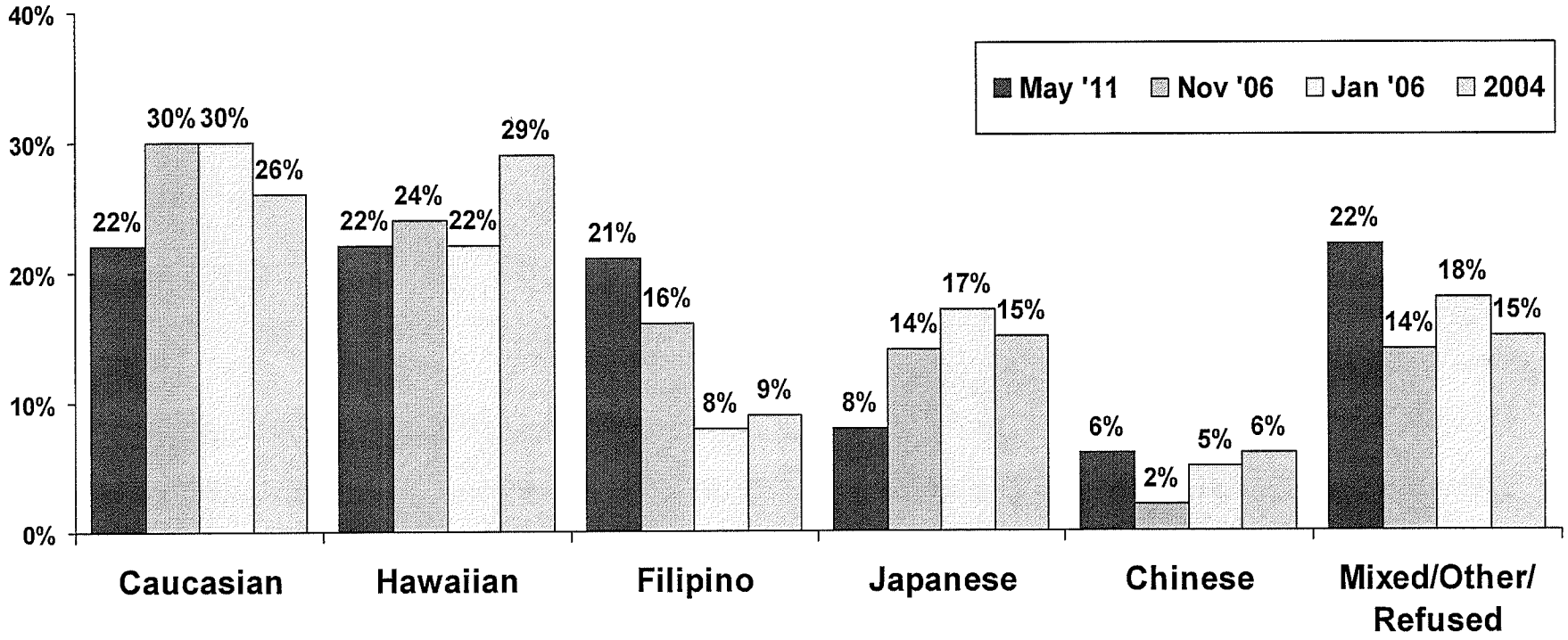
Q: Are you generally aware of programming on Channel (49, 52, 53, 54, 55, or 56)?

(May 2011: n= 407)

Note: See comparison data on page 68

Viewers of PEG Access Channels By Ethnic Background (Tracking)

- Filipinos continued on an upward trend and now make up a comparable proportion of the viewing audience for PEG Access Channels, with Caucasian and Hawaiian cable subscribers.



Base includes those who reported watching at least one PEG Access Channel in the past month: May 2011 (134); Nov. 2006 (203); Jan. 2006 (159); and 2004 (160)

Viewership of ʻŌlelo Channels 49, 52, 53, 54, 55, or 56 (Additional Findings)

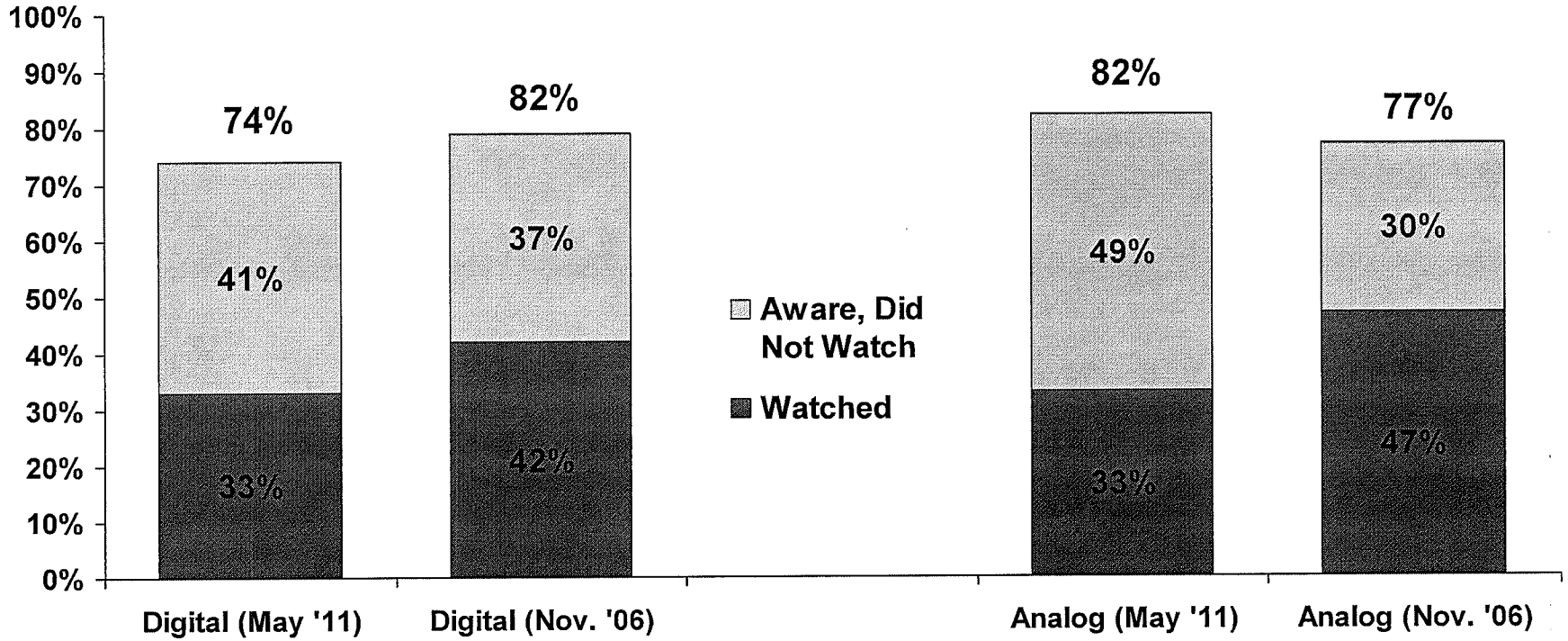
Additional Findings

- A significantly greater proportion of Filipinos (47%), Hawaiians/Part-Hawaiians (42%), and Caucasians (38%) said that they watched ʻŌlelo programming in the past month, as compared to Japanese (12%) respondents who said the same.
- Past month viewership of ʻŌlelo programming was slightly higher among those between the ages of 35 to 54 years (37%) or 55+ years of age (35%), versus younger respondents between the ages of 18 and 34 years (25%).
- There was no difference in past month viewership of ʻŌlelo programming based on household income or by gender.

Q: Have you ever watched programming on ʻŌlelo channels 49, 52, 53, 54, 55, or 56 on Oceanic Cable? (Nov. 2008: n=360; Feb. 2008: n=368)

Awareness & Viewing of PEG Access Channels (Digital vs. Analog Subscribers)

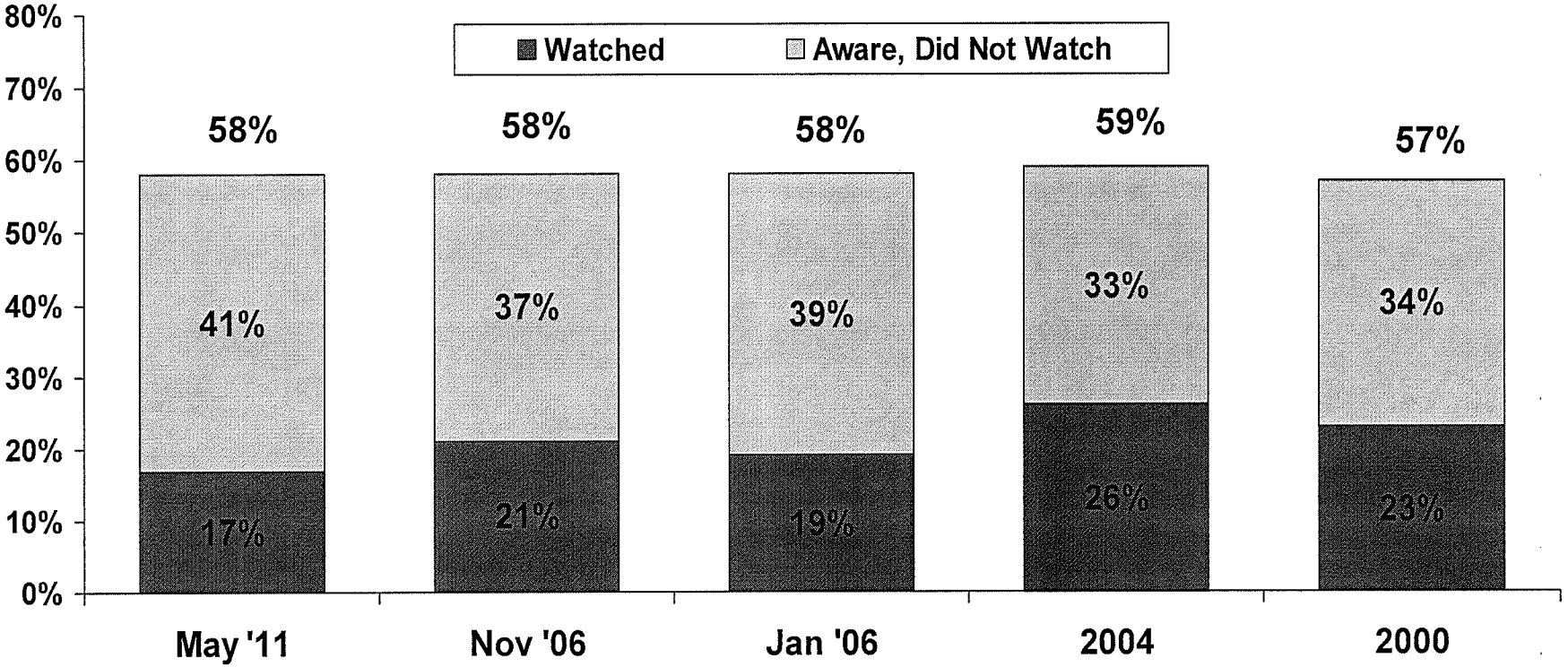
- Awareness of PEG Access Channels was significantly higher among analog subscribers than among digital subscribers.
- Compared to November 2006, past month viewership of PEG Access Channels declined significantly among both digital and analog subscribers --- although this may have been driven by viewership of election-year programming in November 2006.



BASE: Digital Subscribers – May 2011 (210); November 2006 (205); Analog subscribers – May 2011 (191); November 2006 (193)

Awareness & Viewing: Channel 52 (OAHU) -- Tracking

- While past month viewership of Channel 52 (OAHU) tailed off slightly in May 2011 (17%; down 4 points), total awareness of the channel has remained relatively unchanged over the past 11 years.



BASE: May 2011: n= 407; Nov. 2006: n=406; Jan. 2006: n=403; 2004: n=401; 2000: n=401

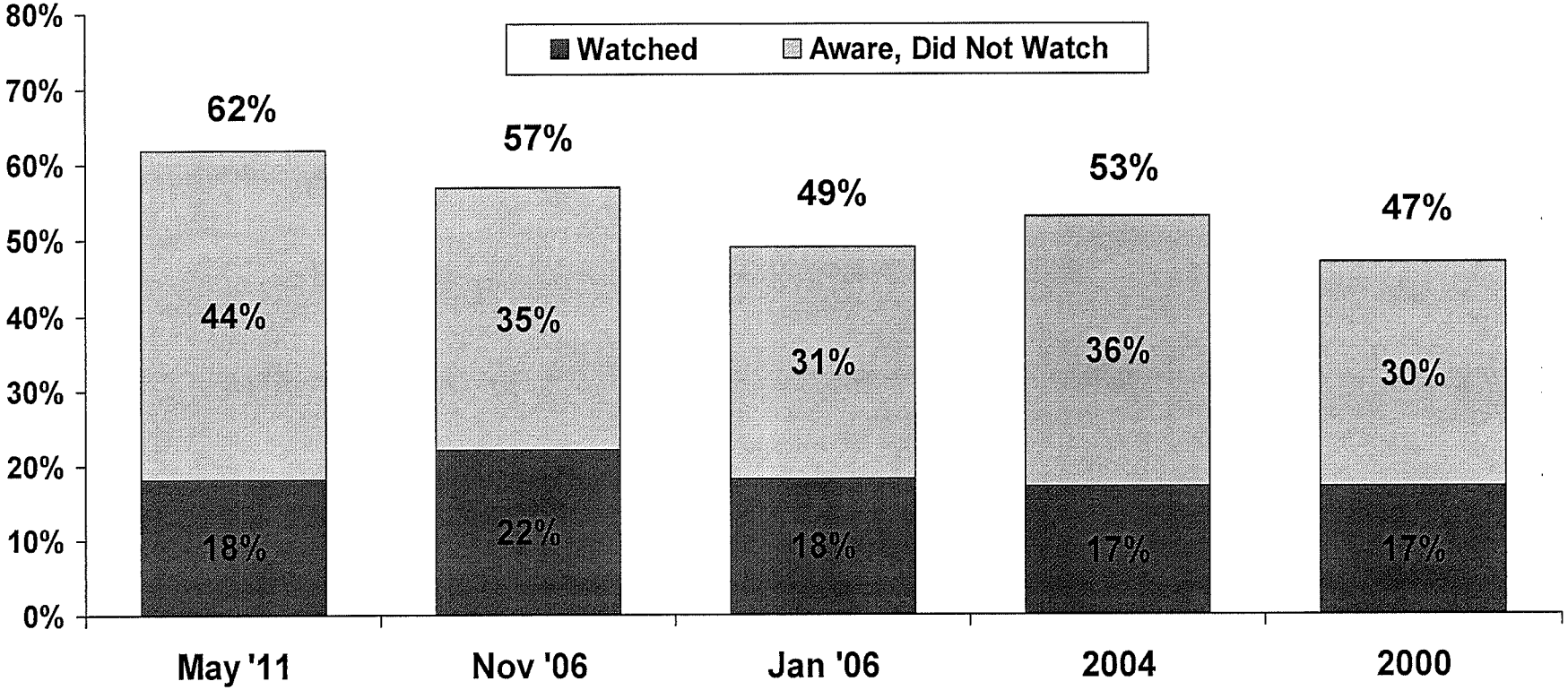
Awareness & Viewing:
Channel 52 (OAHU) – Additional Findings

Additional Findings

- Those significantly more likely to have watched Channel 52 (OAHU) in the past month included:
  - ✓ Those who consider PEG Access Channels to be very valuable (31%), as compared to those who find these stations to be somewhat valuable (13%) or who do not find value in these stations (2%);
  - ✓ Older cable subscribers 55+ years of age (20%) or those between the ages of 35 to 54 years (20%), versus younger cable subscribers less than 35 years of age (9%); and
  - ✓ Filipino (33%) and Caucasian (25%) cable subscribers, as opposed to Japanese (6%) cable subscribers.

Awareness & Viewing: Channel 54 (VIEWS) -- Tracking

- Total awareness of Channel 54 (VIEWS) continued on an upward trend, with past month viewership comparable to that reported around non-election year programming.



BASE: May 2011: n= 407; Nov. 2006: n=406; Jan. 2006: n=403; 2004: n=401; 2000: n=401

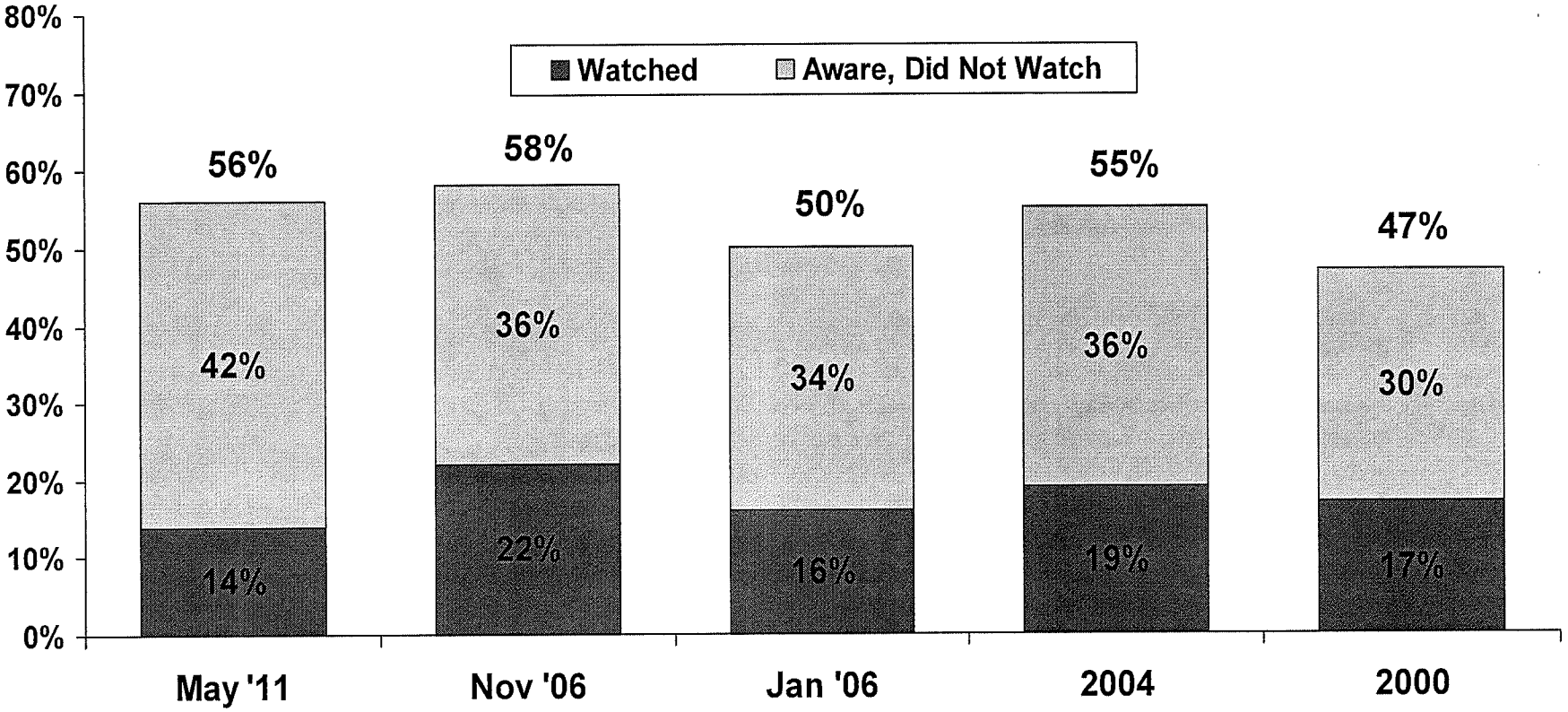
Awareness & Viewing:
Channel 54 (VIEWS) – Additional Findings

Additional Findings

- Those significantly more likely to have watched Channel 53 (NATV) in the past month included:
  - ✓ Those who consider PEG Access Channels to be very valuable (31%), as compared to those who find these stations to be somewhat valuable (15%) or who do not find value in these stations (3%);
  - ✓ Cable subscribers between the ages of 35 to 54 years (23%) and those 55+ years (19%), versus younger cable subscribers less than 35 years of age (8%); and
  - ✓ Hawaiian (25%), Filipino (25%) and Caucasian (18%) viewers, as opposed to Japanese (6%) viewers.

Awareness & Viewing:
Channels 55 & 56 (TEC/TEACH) -- Tracking

- Total awareness of Channels 55 and 56 (TEC/TEACH) fluctuated very little since November 2006 despite a significant decline in viewership (14%; down 8 points).



BASE: May 2011: n= 407; Nov. 2006: n=406; Jan. 2006: n=403; 2004: n=401; 2000: n=401

Awareness & Viewing:

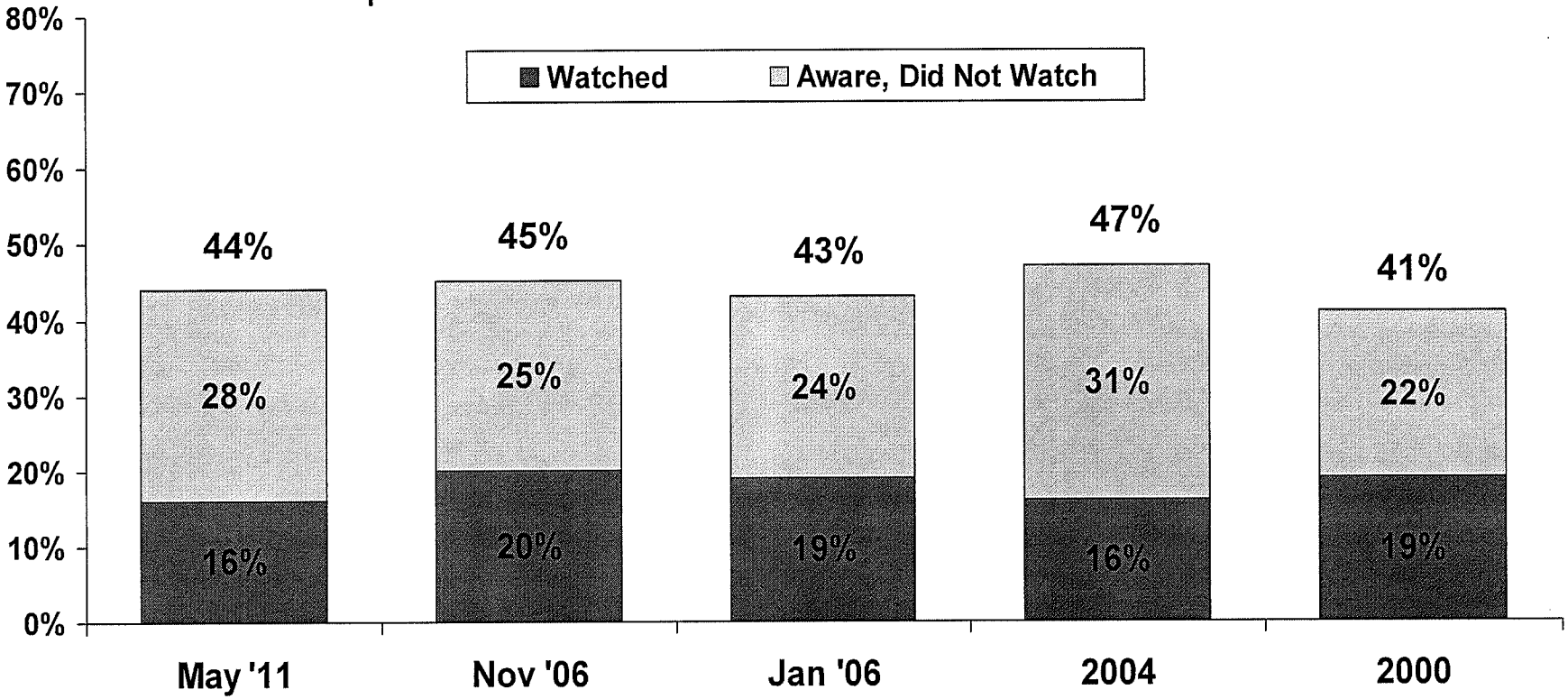
Channels 55 & 56 (TEC/TEACH) – Additional Findings

Additional Findings

- Those significantly more likely to have watched Channels 55 or 56 (TEC/TEACH) in the past month included:
  - ✓ Those who consider PEG Access Channels to be very valuable (26%), as compared to those who find these stations to be somewhat valuable (11%) or who do not find value in these stations (3%); and
  - ✓ Filipino (22%) and Hawaiian (20%) viewers, versus Japanese (5%) viewers.

Awareness & Viewing: Channel 53 (NATV) -- Tracking

- Despite a slight decline in past month viewership (16%; down 4 points), overall awareness of Channel 53 – NATV (44%; down 1 point) remained relatively the same as that reported in November 2006.



BASE: May 2011: n= 407; Nov. 2006: n=406; Jan. 2006: n=403; 2004: n=401; 2000: n=401

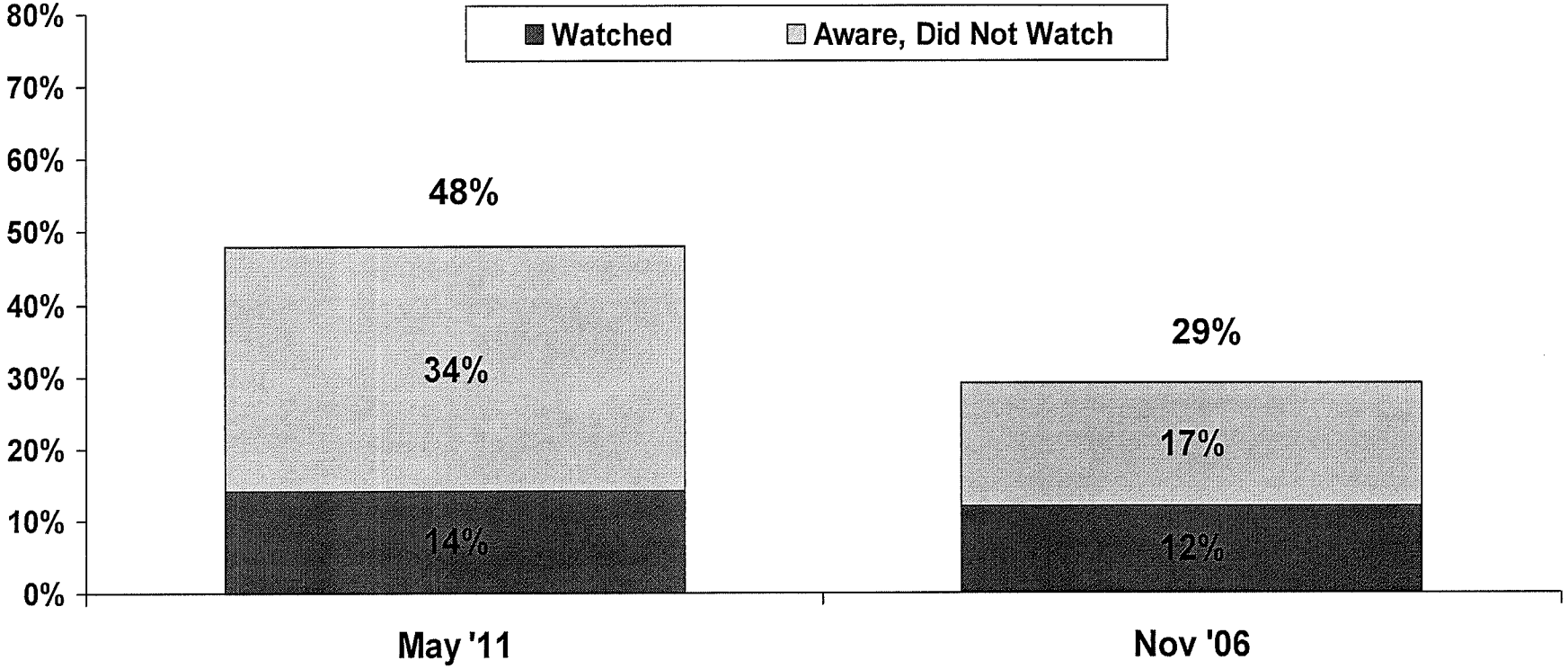
Awareness & Viewing:
Channel 53 (NATV) – Additional Findings

Additional Findings

- Those significantly more likely to have watched Channel 53 (NATV) in the past month included:
  - ✓ Those who consider PEG Access Channels to be very valuable (28%), as compared to those who find these stations to be somewhat valuable (13%) or who do not find value in these stations (3%); and
  - ✓ Hawaiian (25%), Filipino (23%) and Caucasian (22%) viewers, as opposed to Japanese (4%) viewers.

Awareness & Viewing: Channel 49 (FOCUS) -- Tracking

- Although past month viewership changed very little (14%; up 2 points), overall awareness of Channel 49 – FOCUS (48%; up 19 points) increased notably from that reported in November 2006.



BASE: May 2011: n= 407; Nov. 2006: n=406

Awareness & Viewing:
Channel 49 (FOCUS) – Additional Findings

Additional Findings

- Those significantly more likely to have watched Channel 49 (FOCUS) in the past month included:
  - ✓ Those who consider PEG Access Channels to be very valuable (28%), as compared to those who find these stations to be somewhat valuable (10%) or who do not find value in these stations (2%); and
  - ✓ Filipino (25%), Hawaiian (16%), and Caucasian (14%) cable subscribers, as opposed to Japanese (3%) cable subscribers.

Viewing of Specific PEG Access Channels (Digital vs. Analog Subscribers)

- Past month viewership for most individual PEG Access Channels dipped slightly since the previous tracking in November 2006 among both digital and analog subscribers.
- The most notable changes were declines in past month viewership of TEC/TEACH among both digital (12%; down 8 points) and analog (17%; down 8 points) subscribers.
- The lone exception among both segments was past month viewership of Channel 49 FOCUS, which remained unchanged among digital subscribers (13%; no change) and increased slightly among analog subscribers (15%; up 2 points).

Past Month Viewership		
Digital Subscribers	**May 2011**	**Nov. 2006**
OAHU	15%	21%
VIEWS	17%	22%
NATV	14%	18%
TEC/TEACH	12%	20%
FOCUS	13%	13%
Base: Digital	**(210)**	**(205)**
Analog Subscribers	**May 2011**	**Nov. 2006**
OAHU	19%	23%
VIEWS	18%	24%
NATV	18%	22%
TEC/TEACH	17%	25%
FOCUS	15%	13%
Base: Analog	**(197)**	**(193)**

Awareness & Viewing of PEG Access Channels: Summary

- Awareness of most PEG Access Channels has changed very little since November 2006, with the exception of VIEWS (up 5 points) and FOCUS (up 19 points).
- Viewership dipped slightly for most PEG Access Channels over this same period, with a significant decline in cable viewership for TEC/TEACH.
- FOCUS continues to improve in cable viewer awareness, although viewership has not increased much in the last five years.

Viewing Public Access Channels: Tracking

	Aware of Channel			Watched in Past Month			# Times Watched (Viewers Only)		
	May '11	Nov '06	Jan '06	May '11	Nov '06	Jan '06	May '11	Nov '06	Jan '06
OAHU	58%	58%	58%	17%	21%	19%	4.17	4.98	5.84
VIEWS	62%	57%	49%	18%	22%	18%	3.77	3.48	4.76
NATV	44%	45%	43%	16%	20%	19%	3.98	3.74	5.77
TEC/TEACH	56%	58%	50%	14%	22%	16%	3.78	3.24	4.94
FOCUS	48%	29%	n/a	14%	12%	n/a	3.10	3.39	n/a
Base:	**(407)**	**(406)**	**(403)**	**(407)**	**(406)**	**(403)**	**--**	**--**	**--**

Awareness & Viewing of PEG Access Channels: (Profile of Respondents Summary)

		Awareness of ʻŌlelo		Watched ʻŌlelo	
Ethnicity	**Total**	**Aware (Unaided)**	**Unaware**	**Yes**	**No**
Caucasian	19%	16%	28%	22%	17%
Chinese	8	6	12	6	8
Filipino	14	12	21	21	11
Hawaiian/Part-Hawaiian	17	19	9	22	15
Japanese	22	26	10	8	29
Mixed	11	12	7	11	11
Other	9	8	11	9	9
Refused	1	1	1	2	<1
Age					
18 to 24	7%	7%	6%	6%	8%
25 to 34	22	19	34	17	25
35 to 44	18	21	11	15	20
45 to 54	18	19	15	26	14
55 to 64	17	17	16	18	17
65 and older	17	17	19	18	17
Mean	46.8	46.9	46.2	48.9	45.7
Base:	**(407)**	**(316)**	**(91)**	**(134)**	**(273)**

Note: Shaded areas show statistically significant differences between segments

Awareness & Viewing of PEG Access Channels: (Profile of Respondents Summary)

		Awareness of ʻŌlelo		Watched ʻŌlelo	
Gender	**Total**	**Aware (Unaided)**	**Unaware**	**Yes**	**No**
Male	47%	47%	47%	51%	45%
Female	53	53	53	49	55
Household Income					
Less than $35,000	19%	15%	30%	21%	17%
$35,000 to <$50,000	15	15	15	13	16
$50,000 to <$75,000	18	20	14	20	18
$75,000 to <$100,000	17	17	16	18	16
$100,000+	12	14	8	12	12
Refused	19	20	17	17	20
MEAN:	***$51,470***	***$53,180***	***$45,500***	***$51,970***	***$51,230***
Base:	**(407)**	**(316)**	**(91)**	**(134)**	**(273)**

Note: Shaded areas show statistically significant differences between segments

Sources of Awareness About PEG Access Channels

Sources of Awareness: PEG Access Channels

- Channel surfing remains the most widely-used method of finding PEG Access Channels, although the proportion who cited channel surfing declined since November 2006.
- Newspaper and other television guides is now the second most frequently mentioned source, followed by the Channel 12/On-screen guide and word-of-mouth from friends and family.

Q: How did you learn about these channels?		
Source	**May 2011**	**Nov. 2006**
Channel surfing	63%	74%
Newspaper & other television guides	12	5
Channel 12/On-screen guide	8	7
Word-of-mouth/friends/family	7	7
Through work or school	4	0
Online guide	2	0
Ads on other channels	2	1
I've known for a long time	2	3
Base	**(134)**	**(178)**

Sources of Awareness: PEG Access Channels – Additional Findings

Additional Findings

- Older viewers 55+ years of age were more reliant than others on television listings (through either the newspaper and other television guides or Channel 12/on-screen guide) to learn about public access channels.
- A relatively greater proportion of younger viewers less than 35 years heard about PEG Access Channels via word-of-mouth from friends and family.

Reasons Not To Watch Public Access Channels

Reasons For Not Watching Public Access Channels

- Lack of interest in Public Access Channel programming was the top reason for not watching these channels in May 2011, followed by set behaviors and limited television time.

Reason For Not Watching Any Public Access Channels (Top Reasons)					
Why not watch these channels?	**May 2011**	**Nov. 2006**	**Jan. 2006**	**2004**	**2000**
Not interested / Programs boring	39%	33%	20%	24%	24%
Watch only certain channels	20	21	26	24	24
Don't watch enough TV	13	21	24	30	29
Not familiar with public access	11	9	9	11	6
Nothing appealing	8	15	19	14	0
Base	**(266)**	**(229)**	**(263)**	**(240)**	**(247)**

- A lack of interest in public access programming is more prevalent among those from middle-income households between $50,000 and $74,999 (64% mention among this segment), those who do not find PEG Access Channels to be a valuable resource (55%), and Japanese viewers (50%).

Q: Why did you not watch any of these channel(s)?

Perceived Value of PEG Access Channels

Perceived Value of PEG Access Channels

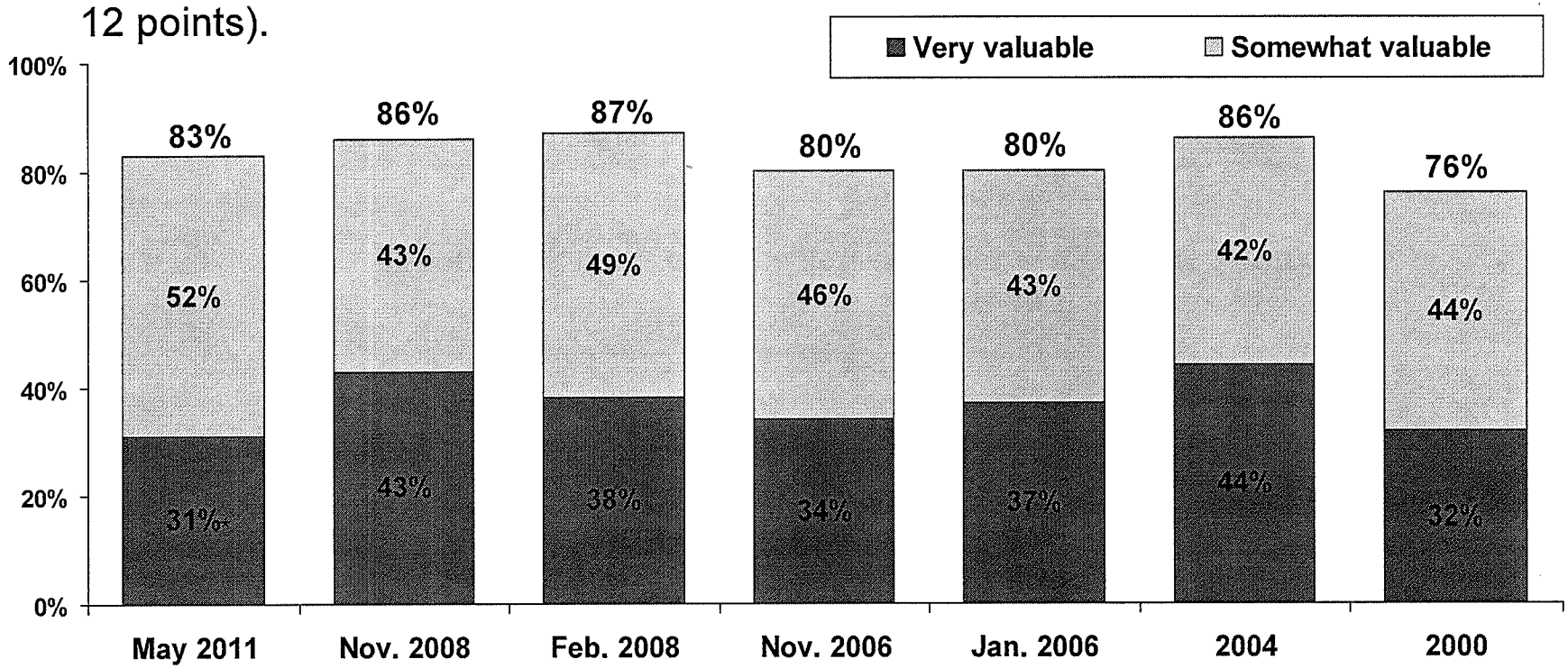
Those surveyed were asked the following question regarding the perceived value of PEG Access Channels:

"As you may know, many of the programs aired on channels 49, 52, 53, 54, 55 and 56, called 'public, education and government or PEG access' channels, are produced by the community --- either by individuals or by local organizations, and not by TV professionals. How valuable do you believe these programs are to the community in general? Would you say they are very valuable, somewhat valuable, not very valuable, or not at all valuable?"

[Note: This question was asked on two Omnibus surveys conducted by Ward Research on behalf of 'Ōlelo in February 2008 and November 2008. Results from those two Omnibus surveys are incorporated with the tracking data for this question on the following page.]

Perceived Value of PEG Access Channels

- Overall support for PEG Access Channels continues on a gradual downward trend, with the proportion of those who find these channels to be "very valuable" experiencing a significant decline since November 2008 (31%); down 12 points).



Base: May 2011 (407); Nov. 2008 (360); Feb. 2008 (368); Nov. 2006 (406); Jan. 2006 (403); 2004 (401); 2000 (401)

*Note: A new weighting scheme (HH technologies) was used in May 2011. Based on the old weighting scheme (landline only), "very valuable" for May '11 was 41% (see page 69).

Perceived Value of PEG Access Channels – Additional Findings

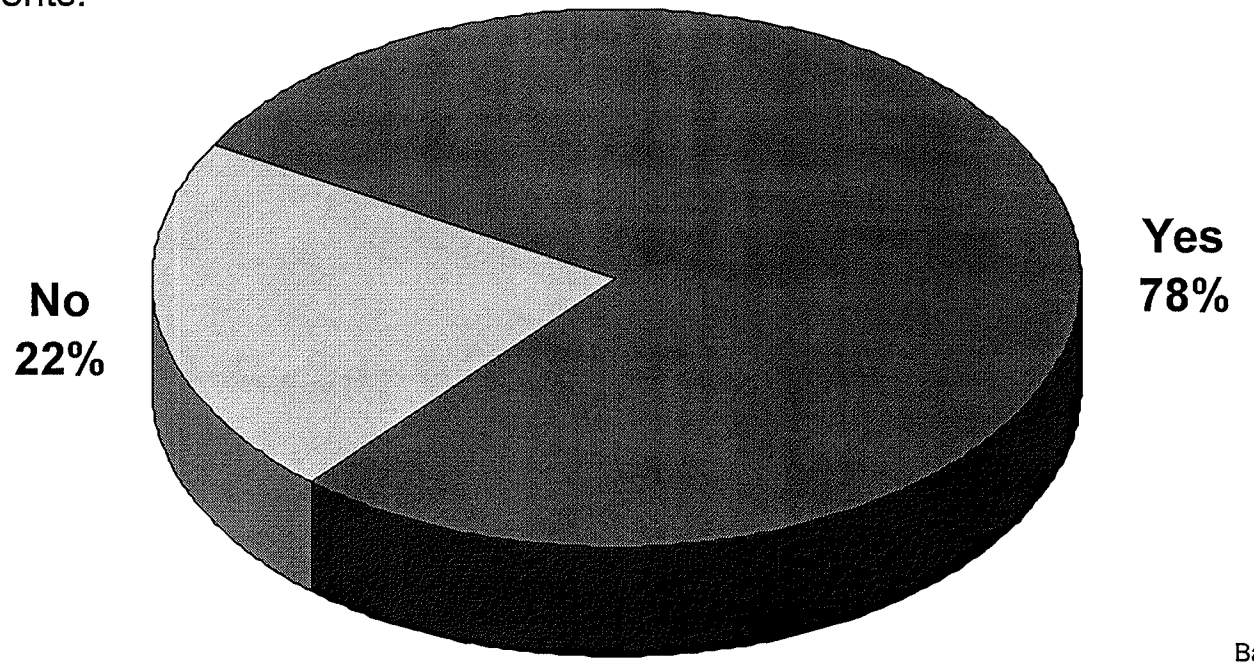
Additional Findings

- A significantly greater proportion of Filipino (41%), Caucasian (39%), and Hawaiian (34%) cable subscribers find PEG Access Channels to be "very valuable", as compared to the proportion of Japanese (12%) cable subscribers who said likewise.
- Those from lower-income households of less than $50,000 (39%) were significantly more likely than those from middle-income households of $50,000 to $74,999 (21%) or from upper-income households of $75,000+ (25%) to find PEG Access Channels to be "very valuable".

ʻŌlelo Community Media: Programs and Services

Heard of ʻŌlelo Community Media

- Overall, more than three-fourths of those cable subscribers surveyed said that they have heard of ʻŌlelo Community Media (78%).
- Awareness of ʻŌlelo Community Media was significantly higher among Japanese (90%) and Hawaiian (88%) respondents than it was among Caucasian (67%) and Filipino (67%) respondents.



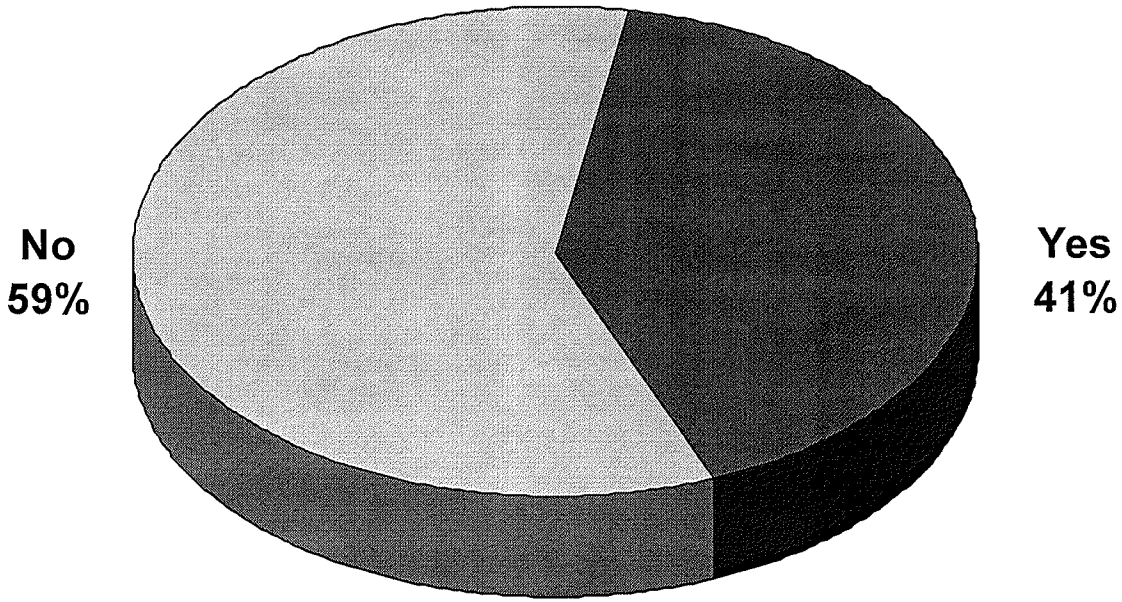
Base: May 2011 (407)

Q: Have you ever heard of **ʻŌlelo Community Media?**

Note: Question was not asked in November 2006. In January 2006 and before, question was asked "Have you ever heard of ʻŌlelo Community Television"?

Aware of ʻŌlelo-Sponsored Community Programs & Services

- Overall, two-fifths of those cable subscribers surveyed said that they were aware of ʻŌlelo-sponsored community programs and services.
- Awareness of ʻŌlelo-sponsored programs and services was significantly higher among those 35 to 54 years (50%) and those 55+ years (42%), versus those less than 35 years of age (28%).



Note: Question was asked for the first time in May 2011

Base: May 2011 (407)

Q: Are you aware of any of **ʻŌlelo's community programs or services?**

Aware of ʻŌlelo-Sponsored Community Programs & Services (cont.)

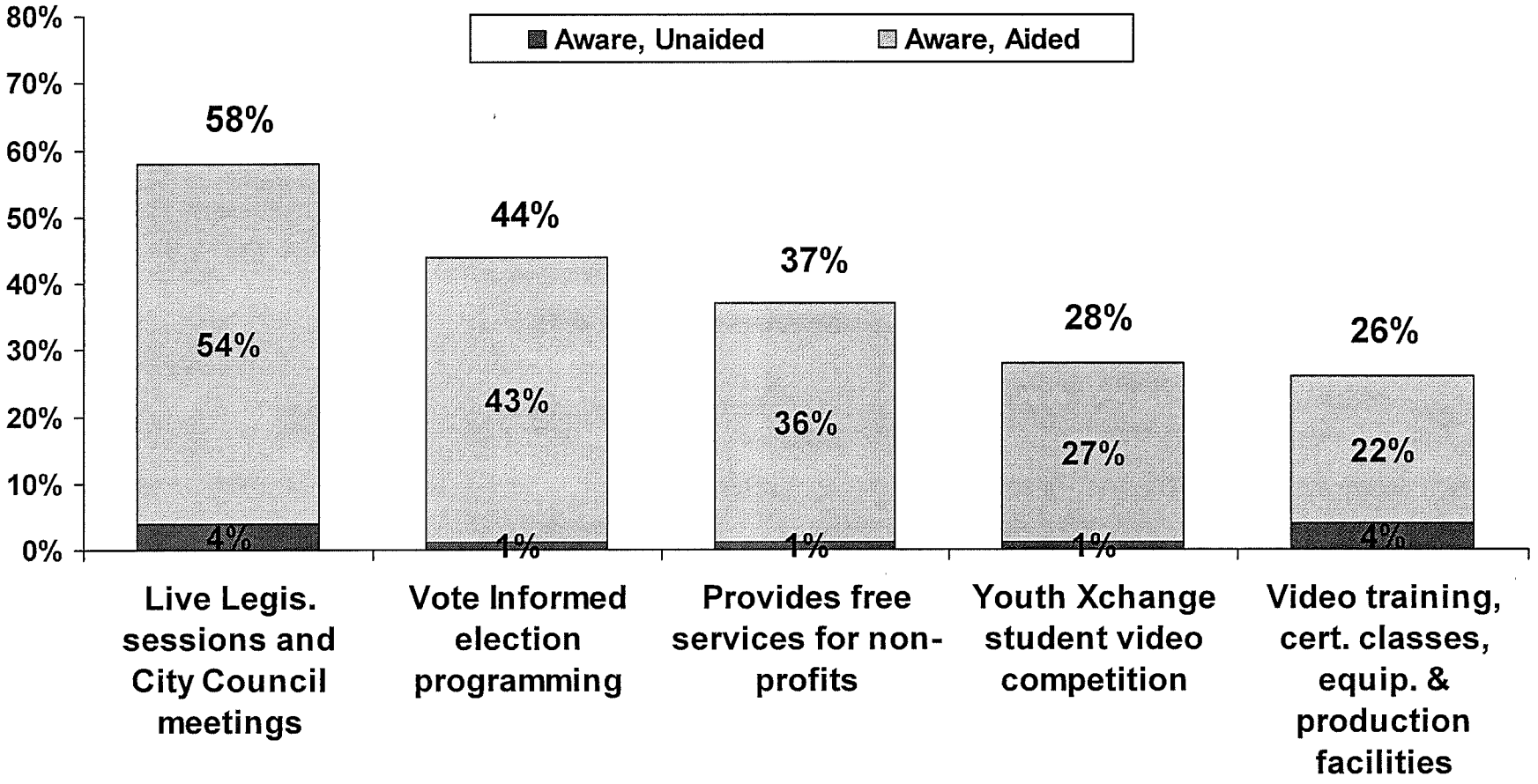
All respondents surveyed were asked if they were aware of several ʻŌlelo-sponsored community programs and services and how valuable they perceived each one to be. The following programs and services were tested:

- ✓ Video training, certification classes, equipment & production facilities at six various community Media Centers across O'ahu;
- ✓ Youth Xchange Student video Competition, an annual program to train and educate students about the value and importance of speaking out through the powerful medium of video;
- ✓ Vote Informed election programming. Candidate presentations, debates & forums during the primary and general elections;
- ✓ Live legislative sessions & Live City Council meetings; and
- ✓ Provides free services for non-profit organizations enabling non-profits to educate the community on issues and services available.

Aware of ʻŌlelo-Sponsored Community Programs & Services (cont.)

- As shown on the following page, viewer awareness was highest for ʻŌlelo offering live Legislative sessions and City Council meetings (58%); the only program/service tested recalled by a majority of respondents.
- Just under half recalled Vote Informed election programming (44%).
- More than one-third knew that ʻŌlelo provides free services for non-profit organizations (37%).
- Slightly more than one-fourth were aware that ʻŌlelo sponsors the Youth Xchange student video competition (28%) and that ʻŌlelo offers video training, certification classes, equipment and production facilities at six various community Media Centers across O'ahu (26%).
- Practically all mention of ʻŌlelo-sponsored community programs and services came on an aided basis, as very few could recall any of the programs or services on their own.

Aware of ʻŌlelo-Sponsored Community Programs & Services (cont.)



Base: May 2011 (407)
Note: Question was asked for the first time in May 2011

Aware of ʻŌlelo-Sponsored Community Programs & Services (Additional Findings)

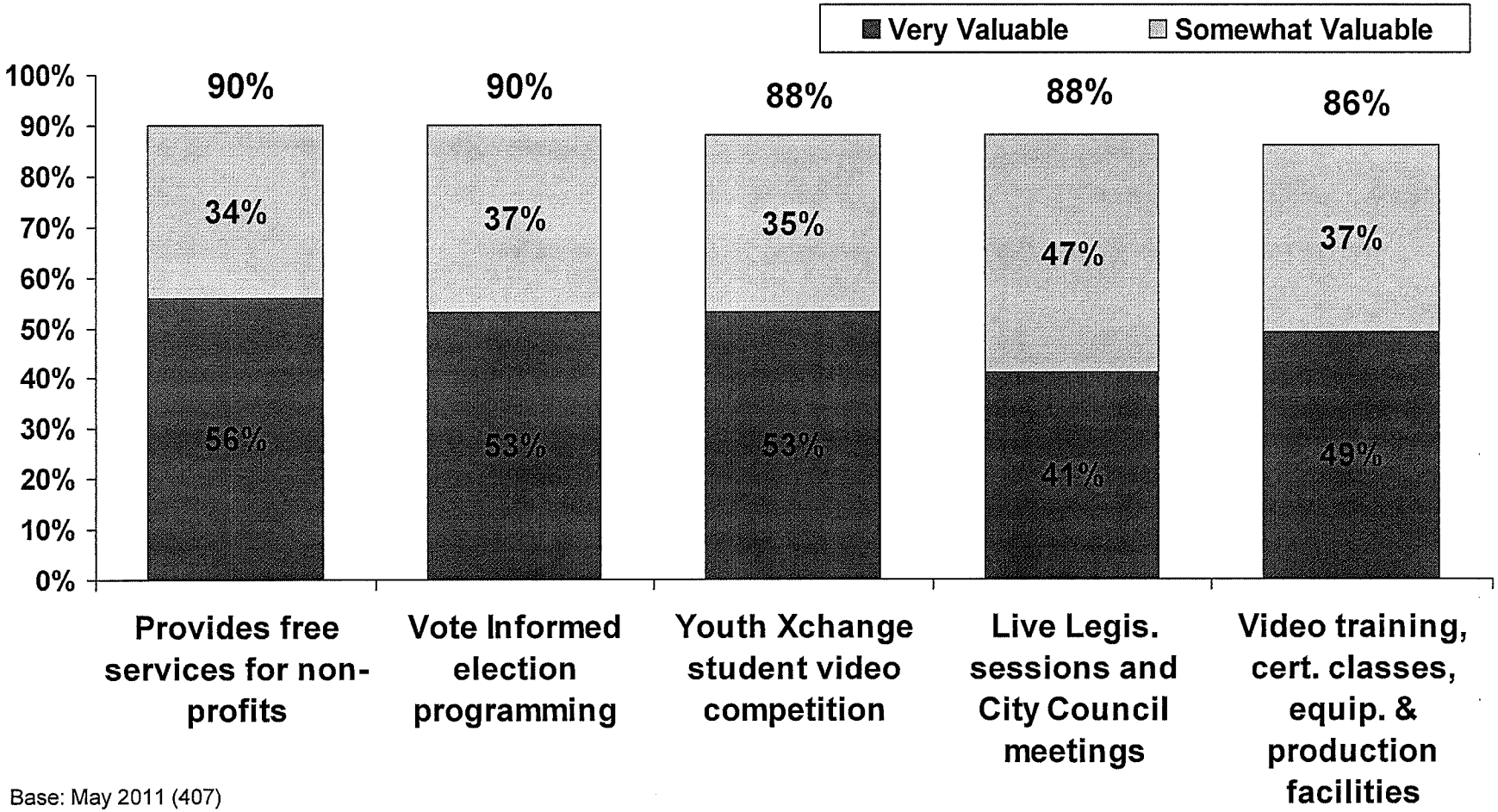
Additional Findings

- Viewer awareness of ʻŌlelo offering live Legislative sessions and City Council meetings was significantly higher among those between 35 and 54 years of age (69%), as well as those from middle-income (68%) or upper-income (68%) households.
- Viewer recall of Vote Informed election programming was significantly higher among those 55+ years of age (55%) and males (51%).
- Filipinos (9%) were less aware than all other ethnic segments that ʻŌlelo offers video training, certification classes, equipment and production facilities at six various community Media Centers across O'ahu.
- A significantly greater proportion of those between 35 and 54 years of age (44%) knew that ʻŌlelo provides free services for non-profit organizations enabling non-profits to educate the community on issues and services available.

Perceived Value of ʻŌlelo-Sponsored Community Programs & Services

- As shown on the following page, all ʻŌlelo-sponsored community programs and services tested were considered to be valuable; with each one receiving either a "very valuable" or "somewhat valuable" rating from roughly 9 in 10 respondents.
- A slight majority of cable subscribers surveyed considered ʻŌlelo-provided free services for non-profit organizations (56%), Vote Informed election programming (53%), and the Youth Xchange student video competition (53%) to be "very valuable".
- Roughly half considered ʻŌlelo video training, certification classes, equipment and production facilities at six various community Media Centers (49%) to be "very valuable".
- Two in 5 considered live Legislative sessions and City Council meetings (41%) to be "very valuable".

Perceived Value of ʻŌlelo-Sponsored Community Programs & Services



Base: May 2011 (407)
Note: Question was asked for the first time in May 2011

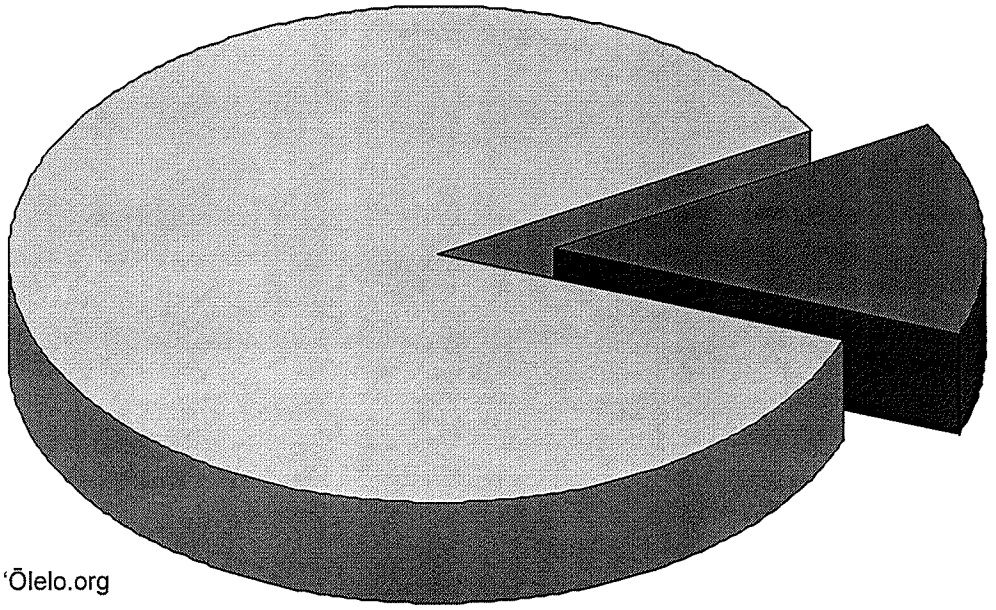
Perceived Value of ʻŌlelo-Sponsored Community Programs & Services (Additional Findings)

- Generally speaking, a significantly greater proportion of females than males found all of the ʻŌlelo-sponsored community programs and services tested to be "very valuable".
- Hawaiian viewers were more likely to find the Youth Xchange student video competition, live Legislative sessions and City Council meetings, and Vote Informed election programming to be "very valuable", while Japanese viewers were relatively less likely to agree.
- Those from lower-income households of less than $50,000 were more likely than those from upper-income households to find live Legislative sessions and City Council meetings to be "very valuable".

Ever Gone To ʻŌlelo's Website?

- Overall, 1 in 7 cable subscribers surveyed said that they have gone to ʻŌlelo's website in the past (14%).
- Those who have gone to ʻŌlelo's website have gone an average of 3 times in the past three months --- or once a month, on average.

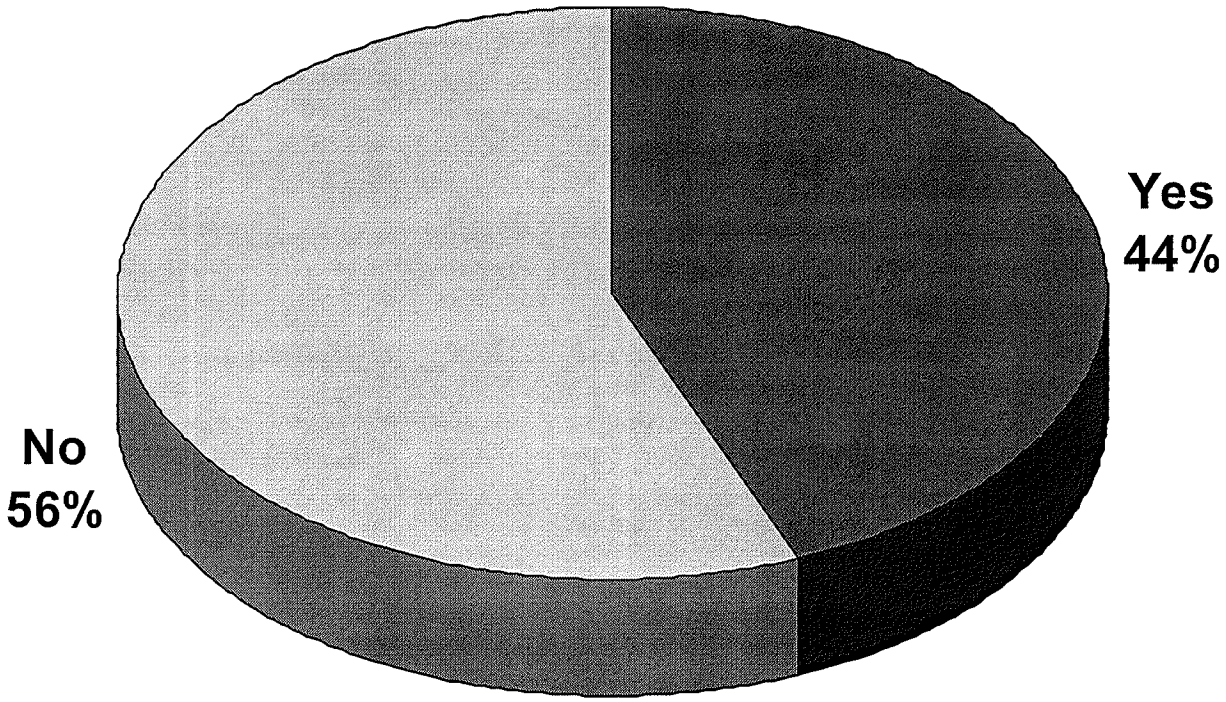
MEAN = 3.0 times/ Past 3 months



Q: Have you ever gone to ʻŌlelo's website, ʻŌlelo.org
Base: May 2011 (407)
Note: Question was asked for the first time in May 2011

Watched Full Episode of Any Television Program On The Internet

- Overall, 4 in 9 cable subscribers surveyed said that they have watched a full episode of a television program on the Internet (44%).



Q: Have you ever watched a full episode of any television program on the Internet?
Base: May 2011 (407)
Note: Question was asked for the first time in May 2011.

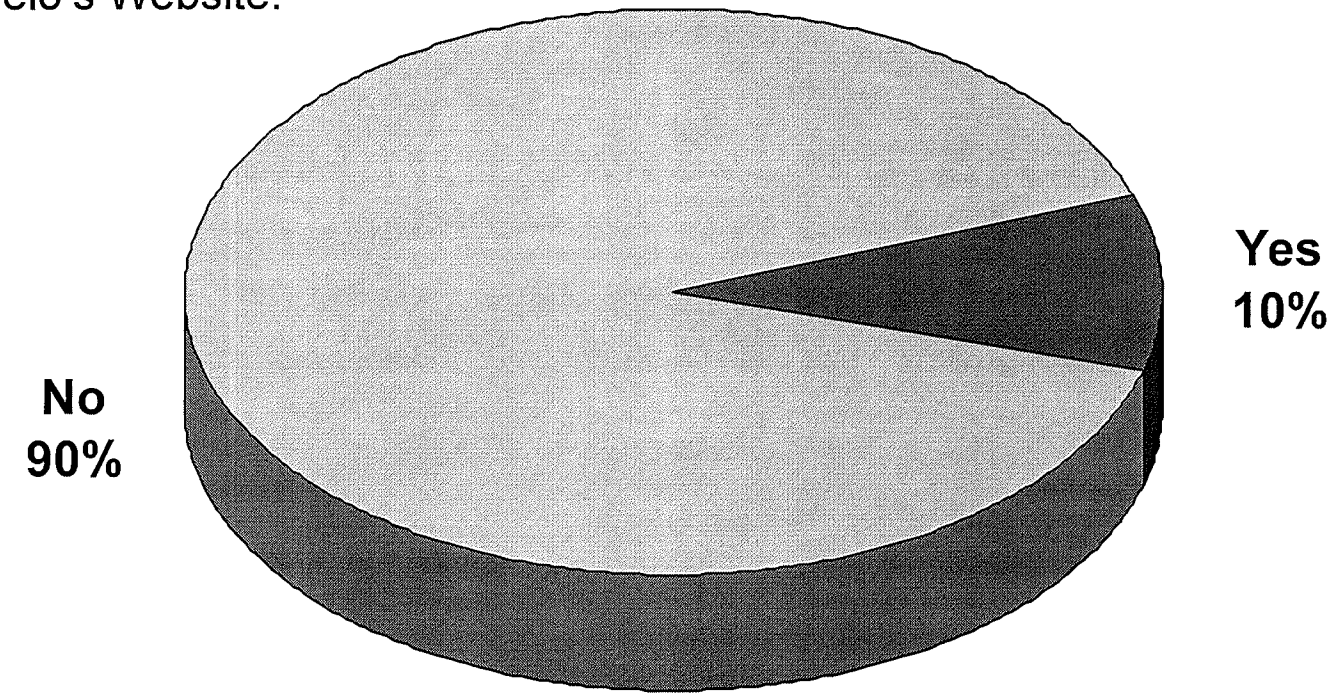
Watched Full Episode of Any Television Program On The Internet (Additional Findings)

Additional Findings

- Among those more likely than others to have watched a full episode of a television program on the Internet were:
  - ✓ Younger cable subscribers less than 35 years of age (62%) and those between 35 and 54 years (56%), versus older cable subscribers 55+ years of age (16%);
  - ✓ Japanese (46%) and Hawaiian (45%) viewers, as compared to Filipino (27%) viewers; and
  - ✓ Those from upper-income households of $75,000+ (54%), versus those from lower-income households of less than $50,000 (38%).

Aware of On-Demand Videos/ Programs At ʻŌlelo's Website?

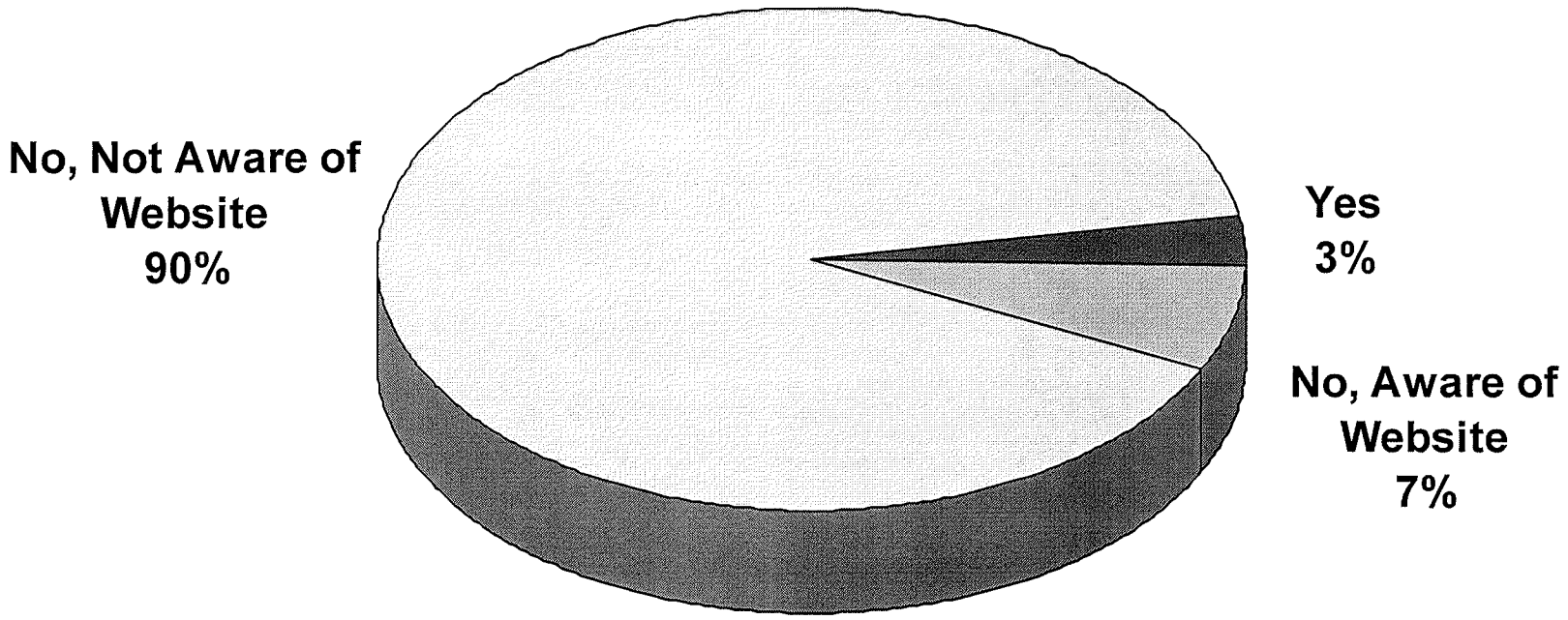
- Overall, 1 in 10 cable subscribers surveyed said that they were aware that they could access, watch, or listen to videos and programs on-demand at ʻŌlelo's Website.



Q: Did you know that you can access, watch, or listen to videos and programs on-demand at ʻŌlelo's website?
Base: May 2011 (407)
Note: Question was asked for the first time in May 2011.

Ever Watched or Listened To A Video/ Program On-Demand At ʻŌlelo's Website?

- Overall, only a few respondents indicated that they have ever watched or listened to a video or program on-demand at ʻŌlelo's Website (3%).
- Those between the ages of 35 to 54 years were more likely than others to have watched or listened to a video or program on-demand at ʻŌlelo's Website.



Q: Did you know that you can access, watch, or listen to videos and programs on-demand at ʻŌlelo's website? Have you ever watched or listened to a video or program on-demand at ʻŌlelo's website?
Base: May 2011 (407)

Note: Question was asked for the first time in May 2011.

Likelihood of Watching/Listening To On-Demand Programming At ʻŌlelo's Website?

Those surveyed were read detailed descriptions of the types of programming available free on-demand at ʻŌlelo's Website and asked how likely they were to watch or listen to each program in the next few months. The following descriptions were read:

- Community-based issues, sports and entertainment programming shown on Cable Channel 52, also known as OAHU
- Programs covering events and issues of interest about Hawaiians and other Pacific Islanders, shown on Cable Channel 53, also known as NATV
- Neighborhood Boards, City Council and issues-related programming shown on Cable Channel 54, also known as VIEWS
- Legislative programs, neighborhood boards, and other programs about events and issues of interest in the community shown on Cable Channel 49, also known as FOCUS 49
- Current livestreams of Cable Channels 49, 52, 53, or 54
- ʻŌleloNet on Demand videos of Honolulu City Council meetings, State Senate and State House sessions
- Current traffic camera views and livestreams
- Cultural/Ethnic events and programming previously broadcast on ʻŌlelo
- Inspiration and growth programming previously broadcast on ʻŌlelo
- Sports, Arts & entertainment programming previously broadcast on ʻŌlelo

Likelihood of Watching/Listening To On-Demand Programming At ʻŌlelo's Website?

Q: How likely would you be to watch or listen free on-demand at ʻŌlelo's website in next few months?			
Program	Very Likely	Somewhat Likely	Total Likely
Current traffic camera views and livestreams	20%	32%	52%
Cultural/Ethnic events and programming previously broadcast on ʻŌlelo	14%	31%	45%
Sports, Arts & entertainment programming previously broadcast on ʻŌlelo	13%	31%	44%
Community-based issues, sports and entertainment programming shown on Cable Channel 52, also known as OAHU	12%	32%	44%
Programs covering events & issues of interest about Hawaiians/other Pacific Islanders, shown on Cable Channel 53, also known as NATV	13%	26%	39%
Neighborhood Boards, City Council and issues-related programming shown on Cable Channel 54, also known as VIEWS	13%	26%	39%
ʻŌleloNet on Demand videos of Honolulu City Council meetings, State Senate & State House sessions	13%	23%	36%
Current livestreams of Cable Channels 49, 52, 53, or 54	9%	27%	36%
Legislative programs, neighborhood boards, and other programs about events and issues of interest in the community shown on Cable Channel 49, also known as FOCUS 49	12%	23%	35%
Inspiration and growth programming previously broadcast on ʻŌlelo	10%	23%	33%

- Of those programs tested, those cable subscribers surveyed would be most likely to watch current traffic camera views and livestreams in the next few months (52% likely; 20% very likely).
- Just under half indicated that they would be likely to watch or listen to:
  - Cultural/ethnic events and programming previously broadcast on ʻŌlelo (45% likely; 14% very likely);
  - Sports, arts & entertainment programming previously broadcast on ʻŌlelo (44% likely; 13% very likely); or
  - Community-based issues, sports and entertainment programming shown on Cable Channel 52, also known as OAHU (44% likely; 12% very likely).

Likelihood of Watching/Listening To On-Demand Programming At ʻŌlelo's Website? (Additional Findings)

Additional Findings

- Based on survey responses, Filipino cable subscribers would be the most likely demographic segment to utilize on-demand programming at ʻŌlelo's website in the next few months.
- In addition, those from lower-income households also appear to be strong candidates to be "very likely" users of on-demand programming at ʻŌlelo's website.
- In contrast, Japanese and Caucasian viewers, as well as those 55+ years of age, displayed a greater propensity than others to be "not at all likely" to take advantage of on-demand programming at ʻŌlelo's website.

Effects of New Methodology

Data Set Comparisons

With the change in the survey methodology in May 2011, there are questions as to whether any changes noted in the findings are a result of a change in the methodology versus actual changes in the population. In order to address these concerns, May 2011 data was run in two ways for comparison purposes: 1) Based on the new recommended weights based on combined methodologies and household technologies and 2) By selecting only those who completed the survey via landline and weighing the data by age (as was done in past tracking data). Comparisons based on key tracking metrics are presented in the tables to follow. There were several areas of note where variance in key tracking metrics appeared to be a result of the change in methodology --- and a more accurate representation of current population viewing behaviors.

Data Set Comparisons (cont.)

- Looking at landline data only from the May 2011 survey, awareness numbers for all individual PEG Access Channels with the exception of Channel 52 (OAHU) would be reportedly lower.

Viewing Public Access Channels: Tracking				
	Aware of Channel			
	May '11	May '11 (Landline Data Only)	Nov '06	Jan '06
OAHU	58%	58%	58%	58%
VIEWS	62%	55%	57%	49%
NATV	44%	40%	45%	43%
TEC/TEACH	56%	50%	58%	50%
FOCUS	48%	42%	29%	n/a
Base:	**(407)**	**(265)**	**(406)**	**(403)**

Data Set Comparisons (cont.)

- There is very little difference noted in viewership numbers for each individual PEG Access Channel based on the landline only sample; Viewership still declined across all channels with the exception of Channel 49 (FOCUS).

Viewing Public Access Channels: Tracking				
	Watched in Past Month			
	May '11	May '11 (Landline Data Only)	Nov '06	Jan '06
OAHU	17%	18%	21%	19%
VIEWS	18%	19%	22%	18%
NATV	16%	17%	20%	19%
TEC/TEACH	14%	15%	22%	16%
FOCUS	14%	14%	12%	n/a
Base:	**(407)**	**(265)**	**(406)**	**(403)**

Data Set Comparisons (cont.)

- Differences related to the new methodology are more pronounced when looking at total viewership of any PEG Access Channel (where there appears to be higher unduplicated reach among the landline sample) and those who perceived PEG Access Channels to be "very valuable" (much higher among the landline sample).

	May '11	May '11 (Landline Data Only)	Nov '06	Jan '06
Aware of Any PEG Access Channel				
Yes	78%	81%	76%	79%
Watched Any PEG Access Channel				
Yes	33%	40%	39%	40%
Perceived Value of PEG Access Channels				
Very Valuable	31%	41%	34%	37%
Somewhat Valuable	52%	45%	46%	43%
Base:	**(407)**	**(265)**	**(406)**	**(403)**

Appendix

`Olelo's Advertising Expenditures
2006-2010

Year	Advertising Expenditure
2006	$89,911
2007	$86,003
2008	$300,594
2009	$62,481
2010	$56,100
Total	**$595,089.00**

Exhibit 13

November 9, 2009

Mr. Lawrence M. Reifurth
Director
Department of Commerce and Consumer Affairs
P.O. Box 541
Honolulu, Hawaii 96809

COMMUNITY MEDIA

Board of Directors

Steve Van Ribbink
Chair

Roy Amemiya
Jim Boersema
Marsha Bolson
Lubuw Falanruw
Bennette Evangelista
Robert Filius
Pat Garvey
Keali'i'olu'olu Gora
Rochelle Gregson
Ormond Hammond
Melissa Pavlicek
Diane Peters-Nguyen
Gerald Sumida

Keali'i S. Lòpez
President and CEO

Re: Application of Time Warner Entertainment Company, L.P., through its Hawaii Division, Oceanic Time Warner Cable, for Renewal of Oahu Cable Franchise

Dear Director Reifurth:

I am responding to your letter dated October 29, 2009 requesting information pertaining to 'Ōlelo's migration to High Definition Television and 'Ōlelo's request that Time Warner Entertainment should fund the upgrade of 'Ōlelo's current fiber connection. First, let me thank you for the opportunity to provide additional information that can assist you and the Cable Television Division in assessing the needs of the community and balancing them with the necessary support from the cable operator. In your assessment, please keep in mind that Oceanic Time Warner Cable is the only cable operator in the entire State. There is no other cable company in the entire country that benefits from such a lucrative position.

Where possible, we have responded to the majority of your requests for information. In a few cases we have combined our response to some of the questions as the questions or responses were closely related. Enclosed you will also find a summary of costs related to HD transition identical to the summary we provided on October 29, 2009 with the addition of equipment required for client training.

We are providing preface remarks to more effectively ensure you and others understand the issues and the context of our responses pertaining to digital, high definition and ATSC.

Prefacing Remarks for Clarification of Responses:
Over the last few decades, the term "digital" has been used in many ways to describe the way video, audio, and other signals are processed and manipulated. In the context being used here, we are referring specifically to digital baseband video signals as opposed to Oceanic's Digital Cable distribution system, which currently, can only handle an analog baseband video signal from 'Ōlelo. Digital video signals have the advantage of not being degraded when transported over fiber, copper, or even broadcast over the air, while Analog video signals are degraded along every step and connection during transport and distribution.

EXHIBIT F

It is important to recognize that ATSC addresses the broadcast/cablecast of both Standard Definition (SD) and High Definition (HD) video signals in the digital realm. As a practical matter, Standard Definition (SD) video equipment along with any remaining analog equipment is rapidly being phased out by manufacturers. This shift is driven by the nationwide shutdown of analog SD television transmitters and means that manufacturer support of current SD equipment is already winding down. From a practical standpoint, this means that the only digital upgrade path available to 'Ōlelo is to a digital HD video system. This is what is driving 'Ōlelo's comments in our testimony.

Finally, it is critical to keep in mind that upgrading 'Ōlelo's facilities and equipment is only the first step to getting PEG access HD cablecasts to cable subscribers. Oceanic will need to upgrade the existing connection between 'Ōlelo and Oceanic's Headend. Oceanic will also need to upgrade the INET to handle HD video transport from origination sites located at UH, DOE, Honolulu Hale, the State Capitol and other current and future origination sites.

Question #1: Why has 'Ōlelo not used the capital fund payments received to date and/or its cash reserves (i.e., between 2001 to 2007, 'Ōlelo had on the average more than $5.4 million in investment accounts) to upgrade its system to a) digital, b) high definition, or c) ATSC standards?

Response to Question #1:
'Ōlelo has used its capital reserve to start transitioning to digital technology whenever it was practical from a strategic and economic point of view. 'Ōlelo has utilized capital fund payments in addition to funds reserved for capital purchases from its investment accounts to upgrade almost all acquisition hardware, post production edit systems, and some key Playback systems to digital SD technology. Since 1998 'Ōlelo has been replacing analog video acquisition systems with digital acquisition systems. Once this transition was completed, in 2003 we started the purchase of Non-linear edit systems that utilized digital SD video.

Note that capital funds received from 2004 through 2009, totaling $4,115,000, were insufficient to cover both 'Ōlelo's ongoing capital needs and fund a complete digital transition. During this period, 'Ōlelo spent a total of $6,501,671[1] on capital purchases. Of this amount, $3,977,622[2] was spent upgrading to digital equipment for our Community Media Centers and our Playback facility.

As part of our long term strategic plan, we pinpointed areas where upgrading to digital SD video would favorably impact the community and utilized funds for capital expenditures from our reserves for this planned limited transition. Currently, a total of 142 camcorders along with 97 Non-linear edit systems that utilize digital SD video are available for community use. It should be noted that the switch to lower cost digital non-linear edit systems (as opposed to analog linear

[1] Calculation is based on actual Capital Expenditure figures for 2004 through 2008; the figure for 2009 is based on 'Ōlelo's Capital Budget for this year.
[2] Calculation is based on actual Capital Expenditure figures for 2004 through 2008; the figure for 2009 is based on 'Ōlelo's Capital Budget for this year.

edit systems) allowed 'Ōlelo to leverage these savings to make more edit systems available for community use. At this time we have 56 analog cameras that are dedicated to analog switched video production systems and will eventually need to be replaced with HD systems.

'Ōlelo was constrained from carrying this transition further because of several factors that were beyond our control. Because the existing fiber connection to Oceanic's headend only supports analog baseband video and audio, all digital baseband video signals would have to be converted to analog baseband video and audio in order to be sent to Oceanic's headend. This meant that upgrading 'Ōlelo's Playback facility to a digital baseband video backbone would not make any sense and would be a waste of resources since a digital baseband video signal would have to be down converted to Standard Definition, and then converted to an analog baseband signal in order for it to be sent through the existing fiber connection to Oceanic's headend. With this process, any advantage of higher resolution from an HD signal would be lost along with any advantages that a digital signal would have.

It should also be pointed out that Oceanic only recently started carrying some local channels in HD, so 'Ōlelo's transition to digital HD baseband video equipment would only make sense after a transition timetable had been established with Oceanic.

In the absence of a transition timetable to digital HD, 'Ōlelo developed a long term technical plan that was designed to make the best use of existing digital standard definition acquisition equipment by utilizing this investment as long as it was practical. Because the first generation of HD product was relatively scarce and expensive, and Oceanic could not transport or cablecast an HD video signal, it did not make economic sense for 'Ōlelo to invest in HD equipment early on. In fact, by delaying the purchase and deployment of HD equipment, 'Ōlelo would be able to continue serving the community by purchasing HD equipment when it was more practical, plentiful, and affordable.

With regard to the issue of upgrading to ATSC standards, since these standards apply to digital broadcasts and cablecasts, and 'Ōlelo's current connection to Oceanic is analog baseband video and audio, there was no reason to plan an upgrade until a transition timetable has been established.

Question #2:
Describe the upgrades that 'Ōlelo considers necessary to migrate its existing system to digital programming and provide a breakdown of associated costs for the migration of 'Ōlelo's existing system to digital programming.

Question #3:
Describe the upgrades that 'Ōlelo considers necessary to migrate its existing system to High Definition programming and provide a breakdown of associated costs for the migration of 'Ōlelo's existing system to High Definition programming.

Response to Question #2 & #3:
As we indicated in our "Prefacing Remarks", because the manufacture of digital SD video equipment is being phased out, the only digital upgrade path available to 'Ōlelo is to Digital HD

video. As such, the context of our response to questions #2 & #3 is the same as it relates to "Digital" and "High Definition, i.e., in this context, "High Definition" is "Digital".

Within the television industry, there has never been a change of this magnitude, going from an analog video standard established over 50 years ago to digital HD video. This sweeping change requires the replacement and/or upgrading of almost every piece of equipment that 'Ōlelo currently operates. In addition to upgrades and replacements to Ōlelo's Master Control, Studio, and EFP Truck, equipment at the State Capitol and Honolulu Hale must also be replaced. Because of the magnitude of this endeavor, 'Ōlelo has worked out a transition plan that will accomplish the transition over a period of four years.

The enclosed spreadsheet summarizes the facilities and areas that will be upgraded along with the estimated cost. Please note that this summary includes costs for dedicated equipment to retrain existing clients that were inadvertently left out of the summary submitted with our response to your RFI dated October 21, 2009.

Question #4:
Detail the ATSC standards 'Ōlelo considers necessary and provide detailed breakdown of associated costs to modify 'Ōlelo's existing system to comply with ATSC standards.

Response to Question #4:
As we indicated earlier in this document, ATSC defines the standards for High Definition video for broadcasters and cable operators and compliance to these standards insures that subscribers will be able to view 'Ōlelo's programs on their televisions in a manner that our clients intended. As a content provider, 'Ōlelo would ask that all ATSC standards be complied with, but would consider requests from Oceanic to ignore some of the lesser utilized standards or those that would not apply to cablecasts.

However, there are some key ATSC standards that need to be addressed as they impact the community that we serve. These include, but are not limited to, the standards for Closed Captioning (A/53), Aspect Ratio & Aspect Format Description (A/53), Resolution (A/53), metadata, specifically the "Program and System Information Protocol for Terrestrial Broadcast and Cable" (A/65C), and the interactive component described under "ATSC Interaction Channel Protocols" (A/96). Since ATSC recently approved standards for Mobile DTV, we would suggest that this might be one of the future technologies that could aid our efforts in community building. As such, we would like to be kept informed as to Oceanic's future plans with regard to this technology.

Because 'Ōlelo intends to provide baseband signals that are compatible with ATSC standards, and all of the equipment 'Ōlelo plans to purchase will comply with existing FCC/ATSC standards, it is impossible to filter out the costs associated in complying with specific ATSC standards. We would also point out that compliance with ATSC standards is ultimately the responsibility of the cable operator. However, in order for 'Ōlelo to get its HD programming cablecast, Oceanic will need to upgrade the video transport network that links 'Ōlelo's Playback facility to Oceanic's headend. This upgrade should be to one that utilizes a transport scheme that is compatible with ATSC Transport Stream standards. These elements and parameters are

covered under A/53 and A/65C. Note that Oceanic currently utilizes ATSC compatible hardware to transport HD video programming from the local network affiliates to its headend. Because Oceanic is responsible for the transport of ʻŌlelo's programming content back to its headend, Oceanic is more likely to be able to determine cost for this equipment than ʻŌlelo.

Question #5:
Since 2001, have ʻŌlelo and Oceanic had discussions about the possibility, the process involved, or the cost of moving ʻŌlelo to a digital system? If yes, what was discussed, what was offered and what was the result? If no, why have there been no discussions on this issue?
Question #6:
Since 2001, have ʻŌlelo and Oceanic had discussions about the possibility, the process involved, or the cost of moving ʻŌlelo to a High Definition system? If yes, what was discussed, what was offered and what was the result? If no, why have there been no discussions on this issue?
Question #7:
Since 2001, have ʻŌlelo and Oceanic had discussions about the possibility, the process involved, or the cost of moving ʻŌlelo to comply with ATSC standards? If yes, what was discussed, what was offered and what was the result? If no, why have there been no discussions on this issue?

Response to Question #5, #6, & #7:
In the context of Oceanic transitioning ʻŌlelo to HD, the only brief discussion occurred in 2006, during discussions about Video On Demand possibly mitigating the need for an additional channel. ʻŌlelo did ask about a timetable for carrying ʻŌlelo in HD and the response was that it was so far out, and given the uncertainty of the transition date for broadcast television stations to shut down analog transmitters, and confusion within the industry as a whole, no timetable had been set, and no action was agreed upon. From ʻŌlelo's standpoint, any future discussions would be dependent upon Oceanic's decision on a timetable to phase out analog channels. As ʻŌlelo was not notified of any changes in this situation, no other discussions have been held.

Note that Oceanic's application for franchise renewal was the first time that ʻŌlelo was made aware of Oceanic's timetable to phase out analog channels by 2012.

At this time, ʻŌlelo is in the process of initiating a meeting with Oceanic to discuss these matters.

Please feel free to contact me at 834-0007, extension 131 with any questions you may have.

Respectfully,

Keali'i S. López
President and CEO

Enclosure

ʻŌlelo Community Media

PEG Access HD Transition

Summary Revised
November 9, 2009

Mapunapuna

Main Facility

Streaming Video Server/Software	$178,600	
Screening Room	$7,500	
Master Control	$1,252,900	
Advance Technology Distribution	$39,600	
Engineering	$194,000	
Production Services	$32,000	
	MAIN FACILITY TOTAL	$1,704,600

Community Media Centers

Mapunapuna Media Center

Transfer Format Station	$15,000	
Field Production Equipment for Checkout - Full Size	$156,800	
Field Production Equipment for Checkout - Mini Size	$100,000	
Multi-Camera Switched Field Production Unit	$149,200	
Field Production Truck	$983,400	
Large Studio/Control Room	$547,100	
Hotline Studio-(Mini-Studio)	$82,000	
Non-Linear Digital Edit Suites	$125,000	
Client Training Hardware	$159,200	
	MAPUNAPUNA CMC TOTAL	$2,317,700
	TOTAL MAPUNAPUNA	$4,022,300

Waianae Community Media Center

Field Production Equipment for Checkout - Mini Size	$160,000	
Multi-Camera Switched Field Production Unit	$74,600	
Small Studio	$62,000	
Non-Linear Digital Edit Suites	$131,000	
	WAIANAE CMC TOTAL	$427,600

Kahuku Community Media Center

Field Production Equipment for Checkout - Mini Size	$80,000	
Multi-Camera Switched Field Production Unit	$74,600	
Non-Linear Digital Edit Suites	$123,200	
	KAHUKU CMC TOTAL	$277,800

Wahiawa Community Media Center

Field Production Equipment for Checkout - Mini Size	$105,000	
Multi-Camera Switched Field Production Unit	$74,600	
Small Studio	$62,000	
Non-Linear Digital Edit Suites	$82,800	
	WAHIAWA CMC TOTAL	$324,400

ʻŌlelo Community Media

PEG Access HD Transition

Summary Revised
November 9, 2009

Palolo Community Media Center		
Field Production Equipment for Checkout - Mini Size	$120,000	
Multi-Camera Switched Field Production Unit	$136,600	
Non-Linear Digital Edit Suites	$151,700	
	PALOLO CMC TOTAL	$408,300
Windward Community Media Center		
Field Production Equipment for Checkout - Mini Size	$120,000	
Multi-Camera Switched Field Production Unit	$136,600	
Non-Linear Digital Edit Suites	$129,700	
	WINDWARD CMC TOTAL	$386,300
Waipahu Community Media Center		
Field Production Equipment for Checkout - Mini Size	$130,000	
Multi-Camera Switched Field Production Unit	$136,600	
Non-Linear Digital Edit Suites	$102,200	
	WAIPAHU CMC TOTAL	$368,800
Centrally Pooled CMC Equipment		
Field Production Equipment for Checkout - Mini Size	$580,000	
Multi-Camera Switched Field Production Unit	$62,000	
Non-Linear Digital Edit Suites	$111,000	
	CENTRALLY POOLED CMC TOTAL	$753,000
	COMMUNITY MEDIA CENTERS TOTAL	$2,946,200
State Legislature		
Production Units	$452,000	
City Council		
Video Production System	$183,000	
City Admin		
Acquisition/Post Production Equipment	$29,500	
Education		
Acquisition Equipment	$66,000	
	GRAND TOTAL	$7,699,000

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
6/1/1990	4-INCH ELECTRONIC VIEWFINDER	527.28	527.28	0.00	
10/1/1990	MAILING MACHINE	2,663.75	2,663.75	0.00	
11/1/1990	EDIT CONTROLLER	1,796.76	1,796.76	0.00	
11/1/1990	S-VHS EDITING VIDEO RECORDER	3,822.67	3,822.67	0.00	
11/1/1990	HIGH 8 PLAYER RECORDER	3,822.67	3,822.67	0.00	
11/1/1990	HIGH8 PLAYER RECORDER	3,822.68	3,822.68	0.00	
11/1/1990	3/4 PLAYER RECORDER	3,041.47	3,041.47	0.00	
12/1/1990	VIDEO SWITCHER	14,634.48	14,634.48	0.00	
12/1/1990	SWITCHER HEAD	14,634.48	14,634.48	0.00	
1/1/1991	13 IN. COLOR VIDEO MONTOR	448.00	448.00	0.00	
1/1/1991	13-INCH COLOR VIDEO MONITOR	448.33	448.33	0.00	
1/1/1991	13-INCH COLOR VIDEO MONITOR	448.32	448.32	0.00	
1/1/1991	13-INCH COLOR VIDEO MONITOR	448.00	448.00	0.00	
1/1/1991	13-INCH COLOR VIDEO MONITOR	448.00	448.00	0.00	
3/1/1991	WAVEFORM MONITOR	1,350.00	1,350.00	0.00	
3/1/1991	FIELD MIXER	500.00	500.00	0.00	
3/1/1991	AUDIO MIXER	1,614.60	1,614.60	0.00	
3/1/1991	Swivel Chair	125.00	125.00	0.00	
3/1/1991	METAL RACK	150.00	150.00	0.00	
3/1/1991	METAL RACK	150.00	150.00	0.00	
3/1/1991	METAL RACK	150.00	150.00	0.00	
3/1/1991	3/4 PLAYER RECORDER	1,900.00	1,900.00	0.00	
3/1/1991	VIDEO SWITCHER	3,000.00	3,000.00	0.00	
3/1/1991	VIDEO SWITCHER	3,000.00	3,000.00	0.00	
3/1/1991	HIGH8 PLAYER RECORDER	1,900.00	1,900.00	0.00	
3/1/1991	3/4 PLAYER RECORDER	2,900.00	2,900.00	0.00	
3/1/1991	VECTORSCOPE	1,630.00	1,630.00	0.00	
3/1/1991	VECTORSCOPE	1,350.00	1,350.00	0.00	
3/1/1991	WAVE FROM VECTORSCOPE	1,630.00	1,630.00	0.00	
3/1/1991	VECTRASCOPE	1,350.00	1,350.00	0.00	
3/1/1991	TRIPOD SYSTEM	1,800.00	1,800.00	0.00	
3/1/1991	TRIPOD SYSTEM	1,400.00	1,400.00	0.00	
3/1/1991	TRIPOD SYSTEM	1,800.00	1,800.00	0.00	
4/1/1991	TELEPROMPTER FLATBED	2,349.20	2,349.20	0.00	
4/1/1991	POLAROID ID SYSTEM	3,428.80	3,428.80	0.00	
4/30/1991	WOOD TABLE	40.00	40.00	0.00	
6/1/1991	EDIT CONTROL UNIT	1,560.00	1,560.00	0.00	
7/1/1991	EDIT CONTROLLER	1,942.58	1,942.58	0.00	
7/1/1991	HIGH 8 PLAYER RECORDER	4,223.69	4,223.69	0.00	
8/1/1991	HIGH8 PLAYER RECORDER	4,223.69	4,223.69	0.00	
8/1/1991	HI-8 PLAYER RECORDER	4,223.69	4,223.69	0.00	
8/1/1991	HIGH 8 PLAYER RECORDER	4,450.76	4,450.76	0.00	
8/1/1991	3I8 PLAYER RECORDER	4,218.48	4,218.48	0.00	
8/1/1991	SIGNAL GENERATOR	1,302.00	1,302.00	0.00	
8/1/1991	TEST GENARATOR	1,252.55	1,252.55	0.00	
8/1/1991	TRIPOD SYSTEM	2,381.60	2,381.60	0.00	
8/1/1991	TRIPOD SYSTEM	2,381.60	2,381.60	0.00	
8/1/1991	FRAME MEMORY UNIT	3,320.20	3,320.20	0.00	
8/1/1991	FRAME MEMORY UNIT	3,320.20	3,320.20	0.00	
8/1/1991	FRAME MEMORY UNIT	3,320.20	3,320.20	0.00	
8/1/1991	WAVEFORM MONITOR	1,817.60	1,817.60	0.00	
8/1/1991	U-MATIC SP EDITING PLAYER	5,113.21	5,113.21	0.00	
8/1/1991	VIDEO HI-8 RECORDER/PLAYER	4,450.76	4,450.76	0.00	
8/1/1991	VIDEO HI-8 RECORDER/PLAYER	4,218.48	4,218.48	0.00	
8/1/1991	VIDEO HI-8 RECORDER/PLAYER	4,223.69	4,223.69	0.00	
8/1/1991	U-MATIC SP EDITING RECORDER	7,614.10	7,614.10	0.00	
8/1/1991	EDIT CONTROL UNIT	1,872.00	1,872.00	0.00	
8/1/1991	EDIT CONTROL UNIT	1,872.00	1,872.00	0.00	
8/1/1991	U-MATIC SP EDITING RECORDER	7,614.10	7,614.10	0.00	
8/1/1991	U-MATIC SP EDITING RECORDER	7,614.10	7,614.10	0.00	
8/1/1991	EDIT CONTROL UNIT	1,872.00	1,872.00	0.00	
8/1/1991	EDIT CONTROL UNIT	1,872.00	1,872.00	0.00	
8/1/1991	FLUID HEAD	2,381.60	2,381.60	0.00	

EXHIBIT G

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
8/1/1991	5K KEYBOARD	624.00	624.00	0.00	
8/1/1991	LIGHT KIT-OMNI	1,328.04	1,328.04	0.00	
8/1/1991	8 COLOR MONITOR	752.60	752.60	0.00	
8/1/1991	8 COLOR MONITOR	634.30	634.30	0.00	
8/1/1991	8 COLOR MONITOR	634.30	634.30	0.00	
8/1/1991	4 MONOCHROME VIDEO MONITOR	1,234.30	1,234.30	0.00	
8/1/1991	4 MONOCHROME VIDEO MONITOR	1,234.29	1,234.29	0.00	
8/1/1991	AUDIO PATCH BAY	868.60	868.60	0.00	
8/1/1991	AUDIO PATCH BAY	868.60	868.60	0.00	
8/1/1991	AUDIO PATCH BAY	868.60	868.60	0.00	
8/1/1991	AUDIO PATCH BAY	868.60	868.60	0.00	
8/1/1991	LIGHT KIT	1,328.04	1,328.04	0.00	
8/1/1991	VIDEO PATCH BAY	1,155.13	1,155.13	0.00	
8/1/1991	AUDIO PATCH BAY	868.60	868.60	0.00	
8/1/1991	OSCILLOSCOPE	3,216.78	3,216.78	0.00	
9/1/1991	WAVEFORM MONITOR	1,350.00	1,350.00	0.00	
9/1/1991	ROUTER SWITCH	1,658.80	1,658.80	0.00	
9/1/1991	ROUTER SWITCH	1,658.80	1,658.80	0.00	
10/1/1991	TRIPOD	2,216.52	2,216.52	0.00	
10/1/1991	TRIPOD	2,216.52	2,216.52	0.00	
10/1/1991	LIGHT KIT-OMNI	1,328.04	1,328.04	0.00	
10/1/1991	8 COLOR MONITOR	744.75	744.75	0.00	
10/1/1991	FIELD MIXER	950.00	950.00	0.00	
10/1/1991	GRAPHIC EQUALIZER	515.63	515.63	0.00	
11/1/1991	FRAME SYC	3,152.82	3,152.82	0.00	
11/1/1991	LIGHT KIT-OMNI	1,328.05	1,328.05	0.00	
11/1/1991	LIGHT KIT	1,328.04	1,328.04	0.00	
11/1/1991	VIDEO PATCH BAY	1,151.28	1,151.28	0.00	
11/1/1991	AUDIO PATCH BAY	736.32	736.32	0.00	
11/1/1991	VIDEO PATCH BAY	1,151.28	1,151.28	0.00	
11/1/1991	AUDIO PATCH BAY	708.24	708.24	0.00	
11/1/1991	1.5 INCH ELECTRONIC VIEWFINDER	505.18	505.18	0.00	
11/1/1991	VDA TRAY WITH 6 CARDS 8501	826.80	826.80	0.00	
11/1/1991	SIGNAL GENERATOR	6,296.90	6,296.90	0.00	
4/2/1992	3/4 PLAYER RECORDER	3,801.84	3,801.84	0.00	
6/1/1992	CAMERA LENS	1,622.40	1,622.40	0.00	
7/1/1992	VIDEO PATCH BAY	1,334.31	1,334.31	0.00	
7/1/1992	VIDEO PATCH BAY	1,334.31	1,334.31	0.00	
7/1/1992	VIDEO HI-8 RECORDER/PLAYER	4,077.86	4,077.86	0.00	
7/1/1992	VIDEO SWITCHER	1,492.92	1,492.92	0.00	
7/1/1992	AUDIO PATCH BAY	736.32	736.32	0.00	
7/1/1992	AUDIO PATCH BAY	736.32	736.32	0.00	
7/1/1992	HIGH8 PLAYER RECORDER	4,077.86	4,077.86	0.00	
7/1/1992	VIDEO SWITCHER	1,492.92	1,492.92	0.00	
7/1/1992	VIDEO SWITCHER	1,492.92	1,492.92	0.00	
7/1/1992	PRODUCTION SWITCH	1,492.92	1,492.92	0.00	
8/1/1992	FRAME MEMORY UNIT	792.12	792.12	0.00	
8/1/1992	U-MATIC SP EDITING RECORDER BK	2,037.56	2,037.56	0.00	
8/1/1992	VIDEO HI-8 RECORDER/PLAYER	4,077.87	4,077.87	0.00	
8/1/1992	U-MATIC SP EDITING RECORDER	12,874.19	12,874.19	0.00	
8/1/1992	U-MATIC SP EDITING RECORDER	11,380.26	11,380.26	0.00	
8/1/1992	VIDEO PATCH BAY	1,134.30	1,134.30	0.00	
8/2/1992	U-MATIC SP EDITING PLAYER BKU	2,037.56	2,037.56	0.00	
8/2/1992	TELEPROMPTER MONITOR W/STAND	2,780.04	2,780.04	0.00	
9/1/1992	HI-8 VIDEOCASSETTE RECORDER	5,387.98	5,387.98	0.00	
9/1/1992	TIME BASE CORRECTOR	8,177.10	8,177.10	0.00	
10/1/1992	PAN & TILT HEAD	3,162.66	3,162.66	0.00	
10/1/1992	PAN & TILT HEAD	3,162.66	3,162.66	0.00	
10/1/1992	PAN & TILT HEAD	3,162.66	3,162.66	0.00	
10/1/1992	PAN & TILT HEAD	3,162.66	3,162.66	0.00	
10/1/1992	POWER SUPPLY	903.66	903.66	0.00	
10/1/1992	ROBOTIC HEAD 50270-NP	3,162.66	3,162.66	0.00	
10/1/1992	ROBOTIC HEAD 50270-NP	3,162.66	3,162.66	0.00	
12/1/1992	VERTICAL RACK	803.54	803.54	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
12/1/1992	VERTICAL RACK	803.54	803.54	0.00	
12/1/1992	VERTICAL RACK	2,083.34	2,083.34	0.00	
12/1/1992	RACK-WINDSTEAD	803.54	803.54	0.00	
12/31/1992	1991 Chevy Van	20,000.00	20,000.00	0.00	
1/1/1993	AUDIO VIDEO SWITCH	4,411.47	4,411.47	0.00	
1/1/1993	PRODUCTION SWITCHER	4,411.47	4,411.47	0.00	
1/1/1993	CAMERA LENS	2,324.89	2,324.89	0.00	
1/1/1993	4-INCH MONCHROME VIDEO MONITOR	1,270.76	1,270.76	0.00	
1/1/1993	4-INCH MONOCHROME VIDEO MONITO	1,270.76	1,270.76	0.00	
1/1/1993	4 MONOCHROME VIDEO MONITOR	1,270.76	1,270.76	0.00	
1/1/1993	CAMERA LENS	2,324.89	2,324.89	0.00	
1/1/1993	CAMERA SERVIO LENS	2,324.89	2,324.89	0.00	
1/1/1993	CAMERA LENS	2,324.89	2,324.89	0.00	
1/1/1993	LENS	2,324.89	2,324.89	0.00	
1/1/1993	VIDEO HI-8 RECORDER/PLAYER	4,004.95	4,004.95	0.00	
1/1/1993	VIDEO HI-8 RECORDER/PLAYER	4,004.95	4,004.95	0.00	
1/1/1993	VIDEO HI-8 RECIRDER/PLAYER	4,004.95	4,004.95	0.00	
1/1/1993	CAMERA CONTROL UNIT	1,645.28	1,645.28	0.00	
1/1/1993	VIDEO HI-8 RECORDER/PLAYER	4,004.95	4,004.95	0.00	
1/1/1993	CAMERA CONTROL UNIT	1,645.28	1,645.28	0.00	
1/1/1993	CAMERA CONTROL UNIT	1,645.28	1,645.28	0.00	
2/1/1993	SERVIO HEAD	3,196.27	3,196.27	0.00	
2/1/1993	SERVIO HEAD	3,196.27	3,196.27	0.00	
2/1/1993	SERVIO HEAD	3,196.27	3,196.27	0.00	
2/1/1993	POWER SUPPLY TELEMETRIC	904.09	904.09	0.00	
2/1/1993	TELEMETRICS	8,218.82	8,218.82	0.00	
2/1/1993	TELEMETRICS	1,808.18	1,808.18	0.00	
2/1/1993	AUDIO/VIDEODISTR.AMPLIFIER	562.57	562.57	0.00	
2/1/1993	AUDIO/VIDEO DISTR.AMPLIFIER	562.57	562.57	0.00	
3/1/1993	13 COLOR MONITOR RECEIVER	752.54	752.54	0.00	
6/1/1993	DIGITAL MULTI EFFECTS SWITCHER	17,716.76	17,716.76	0.00	
6/1/1993	DIGITAL MULTI EFFECTS SWITCHER	17,712.76	17,712.76	0.00	
6/1/1993	DIGITAL MULTI EFFECTS SWITCHER	17,712.76	17,712.76	0.00	
6/1/1993	5K KEYBOARDS	17,712.60	17,712.60	0.00	
6/1/1993	DIGITAL MULTI EFFECT/SWITCHER	17,712.76	17,712.76	0.00	
6/1/1993	DIGITAL MULTI EFFECTS SWITCHER	17,712.76	17,712.76	0.00	
6/1/1993	DIGITAL MULTI EFFECT/SWITCHER	17,712.76	17,712.76	0.00	
6/1/1993	DIGITAL MULTI EFFECT SWITCHER	17,712.76	17,712.76	0.00	
6/1/1993	DIGITAL UNLTI EFFECTS/SWTICHER	17,712.76	17,712.76	0.00	
6/1/1993	DIGITAL MULTI EFFECTS SWITCHER	17,712.76	17,712.76	0.00	
6/1/1993	DIGITAL MULTI EFFECTS SWITCHER	17,712.76	17,712.76	0.00	
7/1/1993	3/4 PLAYER RECORDER	5,113.21	5,113.21	0.00	
7/1/1993	U-MATIC SP VIDEO PLAYER	2,166.80	2,166.80	0.00	
7/1/1993	TIME BASE CORRECTOR	7,357.32	7,357.32	0.00	
7/1/1993	KEYBOARD	15,559.07	15,559.07	0.00	
7/1/1993	KEYBOARD	15,559.07	15,559.07	0.00	
7/1/1993	KEY BOARD	15,559.06	15,559.06	0.00	
7/1/1993	U-MATIC SP EDITING PLAYER BKU	5,113.21	5,113.21	0.00	
7/1/1993	U-MATIC SP EDITING PLAYER BKU	5,113.21	5,113.21	0.00	
7/1/1993	U-MATIC SP EDING PLAYER BKU704	5,113.21	5,113.21	0.00	
7/1/1993	U-MATIC SP EDITING PLAYER BKU	5,113.21	5,113.21	0.00	
7/1/1993	MASTER CLOCK	2,205.49	2,205.49	0.00	
9/1/1993	4INCH MONOCHROME VIDEO MONITOR	1,270.84	1,270.84	0.00	
9/1/1993	4 MONOCHROME VIDEO MONITOR	1,270.84	1,270.84	0.00	
9/1/1993	COLOR MONITOR	721.88	721.88	0.00	
9/1/1993	8 COLOR MONITOR	721.88	721.88	0.00	
9/1/1993	8 BLACK & WHITE MONITOR	721.88	721.88	0.00	
9/1/1993	CAMERA LENS	2,324.89	2,324.89	0.00	
9/1/1993	TRIPOD	5,231.18	5,231.18	0.00	
9/1/1993	TRIPOD	5,231.18	5,231.18	0.00	
9/1/1993	TRIPOD	5,231.18	5,231.18	0.00	
9/1/1993	POWER SUPPLY	1,939.60	1,939.60	0.00	
10/1/1993	VHS PLAYER RECORDER	3,593.76	3,593.76	0.00	
10/1/1993	SHURE SHOTGUN MIC	736.98	736.98	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
10/1/1993	TBC	3,593.76	3,593.76	0.00	
10/1/1993	U-MATIC SP VIDEO PLAYER	2,382.82	2,382.82	0.00	
10/1/1993	U-MATIC SP EDITING RECORDER	15,210.65	15,210.65	0.00	
11/1/1993	SECURITY SWITCHER	13,865.48	13,865.48	0.00	
12/1/1993	HIGH-8 PLAYER RECORDER	4,216.58	4,216.58	0.00	
12/1/1993	TIME BASE CORRECTOR	1,794.80	1,794.80	0.00	
12/1/1993	U-MATIC SP VIDEO PLAYER	2,096.88	2,096.88	0.00	
12/1/1993	UTAH CHANNEL CONTROL PAD	2,700.00	2,700.00	0.00	
12/1/1993	VIDEO HI-8 RECORDER/PLAYER	4,216.58	4,216.58	0.00	
12/1/1993	S-VHS EDITING VIDEO RECORDER	4,216.57	4,216.57	0.00	
12/1/1993	VIDEO HI-8 RECORDER/PLAYER	5,184.52	5,184.52	0.00	
12/1/1993	U-MTIC SP EDITING PLAYER	5,408.32	5,408.32	0.00	
12/1/1993	5 BLACK & WHITE MONITORS	891.02	891.02	0.00	
12/1/1993	13-INCH COLOR VIDEO MONITOR	696.80	696.80	0.00	
12/1/1993	B/W MONITOR	906.25	906.25	0.00	
12/1/1993	4-INCH MONOCHROME VIDEO MONITO	1,296.88	1,296.88	0.00	
12/1/1993	4 MONOCHROME VIDEO MONITOR	1,296.88	1,296.88	0.00	
12/1/1993	CONTROL PANEL-UTAH SCIENTIFIC	24,000.00	24,000.00	0.00	
12/1/1993	JOYSTICK CONTROL PANEL	2,411.47	2,411.47	0.00	
1/1/1994	Chair	189.07	189.07	0.00	
8/1/1994	VIDEO PATCH BAY	6,110.10	6,110.10	0.00	
9/1/1994	AUDIO PATCH BAY	4,310.22	4,310.22	0.00	
9/1/1994	VERTICAL RACK	5,366.34	5,366.34	0.00	
12/31/1994	1122 MAPUNAPUNA ST, 96819	4,160,432.31	1,741,143.14	2,419,289.17	
12/31/1994	WOOD BOOKSHELF	177.05	177.05	0.00	
12/31/1994	METAL RACK	150.00	150.00	0.00	
2/1/1995	FRIDGE FREEZER	1,406.13	1,406.13	0.00	
3/1/1995	24 CHANNEL AUDIO MIXER	1,614.60	1,614.60	0.00	
3/1/1995	13-INCH COLOR VIDEO MONITOR	1,592.71	1,592.71	0.00	
3/1/1995	STRAND LIGHTS	109,257.00	109,257.00	0.00	
5/30/1995	2ND FLOOR IMPROVE/STUDIO/OFFIC	591,638.59	244,785.60	346,852.99	
8/1/1995	METAL FIXED DESKTOP	600.00	600.00	0.00	
8/1/1995	METAL FIXED DESK TOP CORNER	300.00	300.00	0.00	
8/1/1995	METAL FIXED DESKTOP SIDEPIECE	300.00	300.00	0.00	
9/1/1995	VERTICAL RACK-ARGUS WINSTED	1,218.20	1,218.20	0.00	
12/1/1995	SVHS PLAYER/RECORDER AG-DS550	16,237.55	16,237.55	0.00	
1/1/1996	REPAIRS & ALTERATIONS TO VAN	24,219.83	24,219.83	0.00	
1/1/1996	VIDEO PATCH BAY	370.63	370.63	0.00	
2/1/1996	VIDEO PATCH BAY	370.63	370.63	0.00	
2/1/1996	AUDIO PATCH BAY.	951.57	951.57	0.00	
2/1/1996	VIDEO PATCH BAY	370.63	370.63	0.00	
2/1/1996	UTAH CHANNEL CONTROL PAD	975.00	975.00	0.00	
2/1/1996	LINE TRANSMITTER	1,947.87	1,947.87	0.00	
2/1/1996	RACKMOUNT INTERCOM BOX RM50	819.94	819.94	0.00	
4/1/1996	SVHS PLAYER RECORDER	11,131.29	11,131.29	0.00	
4/1/1996	VIDESSENCE	509.38	509.38	0.00	
4/1/1996	VIDESSENCE	1,681.41	1,681.41	0.00	
4/1/1996	VIDESSENCE	509.38	509.38	0.00	
4/1/1996	COLOR MONITOR	1,850.01	1,850.01	0.00	
4/1/1996	COLOR MONITOR	1,850.01	1,850.01	0.00	
10/1/1996	AIRCONDITIONER	69.15	69.15	0.00	
12/31/1996	IMPROVEMENTS	15,287.36	5,717.25	9,570.11	
12/31/1996	BODY WORK & PAINT	3,288.30	3,288.30	0.00	
1/3/1997	MOUNT & ALIGN DISH HEAVY DUTY	1,213.59	1,213.59	0.00	
1/28/1997	SD-22 HEAD VINTEN 3386-3F	5,110.89	5,110.89	0.00	
1/28/1997	SD-22 HEAD VINTEN 3386-3F	5,110.89	5,110.89	0.00	
1/28/1997	SD-22 HEAD VINTEN 3328-3F	5,110.89	5,110.89	0.00	
1/28/1997	OSPREY PLUS 2 STAGE	13,461.79	13,461.79	0.00	
1/28/1997	OSPREY PLUS 2 STAGE	13,461.79	13,461.79	0.00	
1/28/1997	OSPREY PLUS STAGE	13,461.79	13,461.79	0.00	
1/31/1997	TIME BASE CORRECTOR W/E OPTION	4,016.97	4,016.97	0.00	
2/11/1997	VCR DESCRAMBER MODULE RECEIVER	390.65	390.65	0.00	
2/12/1997	CAMERA LENS	2,702.55	2,702.55	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
2/12/1997	CAMERA LENS	2,702.56	2,702.56	0.00	
2/12/1997	STUDIO CONFIG.CAMERA PACKAGE	8,855.98	8,855.98	0.00	
2/12/1997	STUDIO CONFIG.CAMERA PACKAGE	8,855.98	8,855.98	0.00	
2/12/1997	STUDIO CONFIG.CAMERA PACKAGE	8,855.98	8,855.98	0.00	
2/12/1997	CAMERA CONTROL UNIT	1,785.28	1,785.28	0.00	
2/12/1997	CAMERA CONTROL UNIT	1,785.28	1,785.28	0.00	
2/12/1997	CAMERA CONTROL UNIT	1,785.27	1,785.27	0.00	
2/12/1997	VIDEO PATCH ADV PPI2226RS-75N	1,007.25	1,007.25	0.00	
2/12/1997	AUDIO PATCH ADC BJF203-4MKII26	869.75	869.75	0.00	
2/12/1997	5 IN. ELECTRONIC VIEWFINDER	992.16	992.16	0.00	
2/12/1997	5 IN. ELECTRONIC VIEWFINDER	992.16	992.16	0.00	
2/12/1997	5 IN. ELECTRONIC VIEWFINDER	992.16	992.16	0.00	
2/12/1997	DIGITAL PHONE HYBRID PVM-2030	2,063.54	2,063.54	0.00	
2/12/1997	CAMERA ADAPTER	981.13	981.13	0.00	
2/12/1997	CAMERA ADAPTER	981.14	981.14	0.00	
2/12/1997	CAMERA ADAPTER	981.14	981.14	0.00	
2/19/1997	GPS MASTER CLOCK CURRENT MODEL	2,601.41	2,601.41	0.00	
2/21/1997	VINTEN HARD CASE 5338-3 6 PCS	2,785.42	2,785.42	0.00	
2/21/1997	VINTEN TELESCOPIC PAN BAR 6PCS	1,926.96	1,926.96	0.00	
2/21/1997	2 STAGE CABIN FIBER TRIPOD SYS	5,510.78	5,510.78	0.00	
2/21/1997	2 STAGE CARBON FIBER TRIPOD	5,510.78	5,510.78	0.00	
2/21/1997	2 STAGE CARBIN FIBER TRIPOD	5,510.77	5,510.77	0.00	
2/21/1997	2 STAGE CARBIN FIBER TRIPOD	5,510.78	5,510.78	0.00	
2/25/1997	STUDIO LAV MICROPHONES	328.12	328.12	0.00	
2/25/1997	S-VHS EDIT RECORDER	4,240.01	4,240.01	0.00	
2/25/1997	STUDIO LAV MICROPHONES	328.10	328.10	0.00	
2/25/1997	STUDIO LAV MICROPHONES	328.10	328.10	0.00	
2/25/1997	STUDIO LAV MIRCROPHONES	328.10	328.10	0.00	
2/25/1997	STUDIO LAV MICROPHONES	328.10	328.10	0.00	
2/25/1997	STUDIO LAV MICROPHONES	328.10	328.10	0.00	
2/28/1997	VINTEN HARD CASE PAN BAR	1,352.57	1,352.57	0.00	
3/4/1997	LO-1309FOCUS/ZOOM CONTROL	1,920.71	1,920.71	0.00	
3/4/1997	SONY LO-1309FOCUS/ZOOM CONTROL	1,920.71	1,920.71	0.00	
3/4/1997	SONY LO-1309FOCUS/ZOOM CONTROL	1,920.71	1,920.71	0.00	
3/4/1997	20 IN. COLOR MONITOR	1,236.46	1,236.46	0.00	
3/4/1997	20 IN. COLOR MONITOR	1,236.46	1,236.46	0.00	
3/4/1997	5 IN. COLOR MONI W/PORTA CASE	1,156.16	1,156.16	0.00	
3/4/1997	5 IN. COLOR MONI W/ PORTA CASE	1,156.18	1,156.18	0.00	
3/4/1997	5 IN. COLOR MONI W/ PORTA CASE	1,156.18	1,156.18	0.00	
3/4/1997	5 IN. COLOR MONI W/ PORTA CASE	1,156.18	1,156.18	0.00	
3/4/1997	5 IN. COLOR MONI W/ PORTA CASE	1,156.18	1,156.18	0.00	
3/4/1997	30 GAL TOOLS STORAGE CABINET	726.56	726.56	0.00	
3/14/1997	13 IN. COLOR MONITOR	921.98	921.98	0.00	
3/14/1997	13 IN. COLOR MONITOR	921.98	921.98	0.00	
3/14/1997	13 IN. COLOR MONITOR	921.98	921.98	0.00	
3/14/1997	13 IN. COLOR MONITOR	920.98	920.98	0.00	
3/14/1997	13 IN. COLOR MONITOR	921.98	921.98	0.00	
3/14/1997	13 IN. COLOR MONITOR	921.98	921.98	0.00	
3/14/1997	13 IN. COLOR MONITOR	921.98	921.98	0.00	
3/14/1997	13 IN. COLOR MONITOR	921.98	921.98	0.00	
3/14/1997	WINSTEAD F8214 FOR AD-DS550	198.61	198.61	0.00	
3/14/1997	WINSTEAD F8214 RAIL AD-DS550	397.23	397.23	0.00	
3/25/1997	VERTICAL RACK	1,352.57	1,352.57	0.00	
4/2/1997	31-321-RF-1BNC CONNECTORS	193.75	193.75	0.00	
4/2/1997	1000FT SPOOL BELDEN 8737 CABLE	458.33	458.33	0.00	
4/2/1997	1000FT SPOOL BELDEN CABLE 8241	368.75	368.75	0.00	
4/7/1997	RACKMOUNTS VO-9850/9800	447.21	447.21	0.00	
4/7/1997	RACKMOUNTS FOR BVO-9850	223.63	223.63	0.00	
4/16/1997	40 GAL SAFETY CABINET	729.16	729.16	0.00	
4/18/1997	RECEIVER CARD ALS FIBER RING	3,166.29	3,166.29	0.00	
4/22/1997	ADDITIONAL ELECTRICAL WORK	687.00	235.20	451.80	
4/30/1997	WC ROUTER 100X10VAA FD005	27,553.89	27,553.89	0.00	
5/1/1997	3.5i PANEL 2X26 PATCHES-VIDEO	1,047.08	1,047.08	0.00	
5/1/1997	3.5 PANEL 2X26 PATCHES-AUDIO	914.59	914.59	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
7/31/1997	TRIM COUNTER TOPS W/ SOLID OAK	510.42	510.42	0.00	
8/21/1997	UTAH SCIENTIFIC EPROM UPGRADE1	106.98	106.98	0.00	
8/21/1997	UTAH SCIENTIFIC EPROM UPGRADE2	106.98	106.98	0.00	
8/21/1997	UTAH SCIENTIFIC EPRON U[GRADE3	106.98	106.98	0.00	
8/21/1997	UTAH SCIENTIFIC EPROM U[GRADE4	106.98	106.98	0.00	
8/21/1997	UTAH SCIENTIFIC EPROM UPGRADE5	106.98	106.98	0.00	
8/21/1997	UTAH SCIENTIFIC EPROM UPGRADE6	107.00	107.00	0.00	
9/4/1997	PANASONIC TILE LAPSE RECORDER	1,842.59	1,842.59	0.00	
9/17/1997	CHAIR HI-BAK SWL BN/WA	264.81	264.81	0.00	
9/18/1997	COMSONIC BNC KIT 100385-001	17.51	17.51	0.00	
9/18/1997	COMSONIC BATTERY PACK	97.95	97.95	0.00	
9/18/1997	COMSONIC 100409-001 SOFT CASE	96.36	96.36	0.00	
9/18/1997	COMSONICS SIGNAL METER 5-860M	2,297.89	2,297.89	0.00	
9/18/1997	COMSONIC WINDOWLITE CHARGE	44.12	44.12	0.00	
9/23/1997	GUEST CHAIR E4-2403WGG32 1ST	167.14	167.14	0.00	
9/23/1997	GUEST CHAIR E42403WGG32 2ND	167.15	167.15	0.00	
9/23/1997	GUEST CHAIR	167.14	167.14	0.00	
9/26/1997	GI450I 12i PARACLIPSE DISH	2,083.40	2,083.40	0.00	
10/2/1997	SHURE WIRLESS MICROPHONE SYS	755.20	755.20	0.00	
10/10/1997	OSICOM ATM-145 AGILE MODULATOR	753.91	753.91	0.00	
11/12/1997	AIR HANDLER	1,946.78	1,946.78	0.00	
11/19/1997	SHURE MICROPHONES MX-3931-1	206.45	206.45	0.00	
11/19/1997	SHURE MICROPHONES MX-393C-2	206.45	206.45	0.00	
11/19/1997	SHURE MICROPHONE MX-393C-3	206.45	206.45	0.00	
11/19/1997	SHURE MICROPHONE SHMX393C-4	206.45	206.45	0.00	
11/19/1997	SHURE MICRPHONE SHMX393C-5	206.25	206.25	0.00	
11/19/1997	SHURE MICROPHONE SHMX393C-6	206.45	206.45	0.00	
11/19/1997	SHURE MICROPHONE SHMX393C-7	206.25	206.25	0.00	
11/19/1997	SHURE MICROPHONE SHMX393C-8	206.25	206.25	0.00	
11/19/1997	SHURE MICROPHONE SHMC393C-9	206.45	206.45	0.00	
11/19/1997	SHURE MICROPHOBNE SHMX393C-10	206.24	206.24	0.00	
11/19/1997	AUTO MICROPHONE MIXER SHURE-1	1,248.95	1,248.95	0.00	
11/19/1997	AUTO MICROPHONE SHFP410-2	1,248.95	1,248.95	0.00	
12/1/1997	NEW OFFICES	1,369.36	480.52	888.84	
12/1/1997	ELECTRICIAL	3,839.52	1,344.80	2,494.72	
12/1/1997	REMOVE DESCARD FABRICATE	7,742.08	2,712.56	5,029.52	
12/1/1997	AIR HANDLER INSPECTION	328.12	114.80	213.32	
12/1/1997	NEW IRRIGATION	506.85	177.12	329.73	
12/1/1997	SHEARING &GRALVANIZING	1,549.83	542.84	1,006.99	
12/1/1997	2ND FLOOR ALTERATION	155,158.56	54,372.56	100,786.00	
12/1/1997	CEILING TILE SYSTEM	1,050.00	367.36	682.64	
12/1/1997	AIR COMPRESSOR	1,576.03	552.68	1,023.35	
12/1/1997	INSTALL COOLING SYSTEM	1,640.00	574.00	1,066.00	
12/1/1997	ROOF ALTERATION	86,829.45	30,426.92	56,402.53	
12/1/1997	WOOD DOOR	265.53	93.48	172.05	
1/9/1998	FIELD INSPECTION FOR ROOF	986.06	339.71	646.35	
1/9/1998	BUILDING PERMIT PROCESSING	2,138.01	735.77	1,402.24	
1/21/1998	VERTICAL RACK DELTA W/SIZE 78	1,167.71	1,167.71	0.00	
1/27/1998	BUILDING STUDY REPORT	900.00	311.04	588.96	
2/4/1998	13 IN. COLOR MONI REC KV-13M20	236.58	236.58	0.00	
2/7/1998	WINDOW TINTING 49 WINDOWS	4,680.00	1,620.00	3,060.00	
2/10/1998	SONY PVM - 5041Q RECORDER	986.88	986.88	0.00	
2/12/1998	BLDG PERMIT ADMIN. AREA	702.34	243.00	459.34	
2/24/1998	ROOF REPAIR 2ND PAYMENT	134,518.00	46,563.66	87,954.34	
3/4/1998	BETACAM RECORDER	8,212.07	8,212.07	0.00	
3/4/1998	BETACAM RECORDER	8,211.83	8,211.83	0.00	
3/4/1998	BETACAM PLAYER	7,066.00	7,066.00	0.00	
3/4/1998	BETACAM PLAYER	7,066.00	7,066.00	0.00	
3/4/1998	WINSTED RACK SLIDE SONY F886-1	197.06	197.06	0.00	
3/4/1998	WINSTED RACKSLIDE SONY F8806-2	197.06	197.06	0.00	
3/4/1998	WINSTED RACKSLIDE SONY F8806-3	197.06	197.06	0.00	
3/4/1998	WINSTED RACKSLIDE SONY F8806-4	197.06	197.06	0.00	
3/15/1998	ROOF REPAIR FINAL PAYMENT	25,499.00	8,217.51	17,281.49	
3/19/1998	PANASONIC AGD555 CONTROL UNIT	3,541.68	3,541.68	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
3/19/1998	UPGRADE SATELLITE DISH	4,652.83	4,652.83	0.00	
3/27/1998	DIGITAL Audio/Video Switcher	3,937.51	3,937.51	0.00	
3/31/1998	CANON LENS	606.33	606.33	0.00	
3/31/1998	CANON LEN	606.33	606.33	0.00	
4/1/1998	ALAMAR SA2100S-2 CONTROLLER	2,386.04	2,386.04	0.00	
4/1/1998	ALAMAR SC2100S-1 CONTROLLER	2,386.03	2,386.03	0.00	
4/23/1998	REMOVE WALL 2ND FLOOR	1,225.00	419.20	805.80	
4/23/1998	RELOCATE ELECTRICAL OUTLET	749.00	256.00	493.00	
4/23/1998	ADDITION EMERG.LIGHT 2ND FLOOR	2,208.00	755.20	1,452.80	
5/7/1998	LINDEMANN 2ND FL CONSTRU.WORK	12,945.00	4,397.94	8,547.06	
6/16/1998	FABRICATE LIGHT WEIGHT FLIPTOP	286.46	286.46	0.00	
7/7/1998	Full Rack Width DVCPRO RECORDE	7,496.28	7,496.28	0.00	
7/8/1998	VINTEN VIN-8LTI TRIPOD-1	3,846.36	3,846.36	0.00	
7/15/1998	SONY KV - 1340 MONITOR	235.51	235.51	0.00	
7/15/1998	SONY KV - 13M40 MONITOR	235.51	235.51	0.00	
7/15/1998	SONY KV - 13M40 MONITOR	235.51	235.51	0.00	
7/15/1998	SONY KV - 13M40 MONITOR	235.50	235.50	0.00	
7/15/1998	SONY KV - 13M40 MONITOR	235.50	235.50	0.00	
7/21/1998	ELECTROVOICE RE-50 MICRO-1	179.89	179.89	0.00	
7/21/1998	ELECTROVOICE RE-50 MICRO-2	179.89	179.89	0.00	
7/21/1998	ELECTROVOICE RE-50 MICRO-3	179.89	179.89	0.00	
7/21/1998	ELECTROVOICE RE-50 MICRO-4	179.89	179.89	0.00	
7/21/1998	ELECTROVOICE RE-50 MICRO-5	179.90	179.90	0.00	
7/21/1998	ELECTROVOICE RE-50 MICRO-6	179.90	179.90	0.00	
7/21/1998	ELECTROVOICE RE-50 MICRO-7	179.90	179.90	0.00	
7/21/1998	ELECTROVOICE RE-50 MICRO-8	179.90	179.90	0.00	
7/21/1998	ELECTROVOICE RE-50 MICRO-9	179.90	179.90	0.00	
7/21/1998	ELECTROVOICE RE-50 MICRO-10	179.90	179.90	0.00	
7/21/1998	ELECTROVOICE RE-50 MICRO-11	179.90	179.90	0.00	
7/21/1998	ELECTROVOICE RE-50 MICRO-12	179.90	179.90	0.00	
7/23/1998	PANASONIC CW806TU AIR CONDITIO	405.18	405.18	0.00	
7/23/1998	VIDEONICS TM-300 TITLEMAKER	728.08	728.08	0.00	
7/24/1998	WINSTEAD F8203RAC SLIDE KIT-1	197.91	197.91	0.00	
7/24/1998	WINSTEAD F8203RAC SLIDE KIT-2	197.91	197.91	0.00	
7/24/1998	WINSTEAD F8203RAC SLIDE KIT-3	197.91	197.91	0.00	
7/24/1998	WINSTEAD F8203RAC SLIDE KIT-4	197.92	197.92	0.00	
7/24/1998	WINSTEAD F8203RAC SLIDE KIT-5	197.92	197.92	0.00	
7/24/1998	WINSTEAD F8203RAC SLIDE KIT-6	197.92	197.92	0.00	
7/24/1998	WINSTEAD F8203RAC SLIDE KIT-7	197.92	197.92	0.00	
7/24/1998	WINSTEAD F8203RAC SLIDE KIT-8	197.92	197.92	0.00	
7/24/1998	WINSTEAD F8203RAC SLIDE KIT-9	197.92	197.92	0.00	
7/24/1998	WINSTEAD F8203RAC SLIDE KIT-10	197.92	197.92	0.00	
7/24/1998	WINSTEAD F8203RAC SLIDE KIT-11	197.92	197.92	0.00	
7/24/1998	WINSTEAD F8203RAC SLIDE KIT-12	197.92	197.92	0.00	
7/24/1998	WINSTEAD E4107 48 IN.	247.12	247.12	0.00	
7/24/1998	WINSTEAD E4103 72i WBAY CONSOL	773.12	773.12	0.00	
7/24/1998	VINTEN V8691 INC TAPED RAIL-1	976.06	976.06	0.00	
7/24/1998	VINTEN V8691 INC TAPED RAIL-2	976.07	976.07	0.00	
7/28/1998	SHAN TRIPOD ADAPTOR-1	368.00	368.00	0.00	
7/28/1998	SHAN TRIPOD ADAPTOR-2	368.00	368.00	0.00	
7/28/1998	SHAN TRIPOD ADAPTOR-3	368.00	368.00	0.00	
7/28/1998	SHAN TRIPOD ADAPTOR-4	368.00	368.00	0.00	
7/28/1998	PANASONIC AJ-MH-400 MIC/HOLD-1	208.00	208.00	0.00	
7/28/1998	PANASONIC AJ-MH-700 MIC/HOLD-2	208.00	208.00	0.00	
7/28/1998	PANASONIC AJ-MH-700 MIC/HOLD-3	208.00	208.00	0.00	
7/28/1998	PANASONIC AJ-MH-700 MIC/HOLD-4	208.00	208.00	0.00	
7/28/1998	DVCPRO CAMCORDER	8,450.00	8,450.00	0.00	
7/28/1998	DVCPRO CAMCORDER	8,450.00	8,450.00	0.00	
7/28/1998	DVCPRO CAMCORDER	8,450.00	8,450.00	0.00	
7/28/1998	DVCPRO CAMCORDER	8,450.00	8,450.00	0.00	
7/28/1998	FOSTEX 6301B AMPLIFIED SPEAKER	213.00	213.00	0.00	
7/28/1998	FOSTEX 6301B AMPLIFIED SPEAKER	213.00	213.00	0.00	
7/28/1998	Full Rack Width DVCPRO VCR	5,072.00	5,072.00	0.00	
7/28/1998	Full Rack Width DVCPRO VCR	5,072.00	5,072.00	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
7/28/1998	Full Rack Width DVCPRO VCR	5,072.00	5,072.00	0.00	
7/28/1998	Full Rack Width DVCPRO VCR	5,072.00	5,072.00	0.00	
7/29/1998	RAK-230 RACKMOUNT DUAL-9	247.11	247.11	0.00	
7/29/1998	RAK-230 RACKMOUNT DUAL-10	247.11	247.11	0.00	
7/29/1998	RAK-230 RACKMOUNT DUAL-1	247.10	247.10	0.00	
7/29/1998	RAK-230 RACKMOUNT DUAL-3	247.10	247.10	0.00	
7/29/1998	RAK-230 RACKMOUNT-4	247.10	247.10	0.00	
7/29/1998	RAK-230 RACKMOUNT DUAL-2	247.10	247.10	0.00	
7/29/1998	RAK-230 RACKMOUNT DUAL-5	247.10	247.10	0.00	
7/29/1998	RAK-230 RACKMOUNT DUAL-6	247.10	247.10	0.00	
7/29/1998	RAK-230 RACKMOUNT DUAL-7	247.11	247.11	0.00	
7/29/1998	RAK-230 RACKMOUNT DUAL-8	247.11	247.11	0.00	
7/30/1998	TEKTRONIX 1740A WF/VC	4,862.15	4,862.15	0.00	
7/30/1998	TEKTRONIX 1740A WF/VC	4,862.15	4,862.15	0.00	
7/30/1998	TEKTRONIX 1740A WF/VC	4,862.16	4,862.16	0.00	
7/30/1998	TEKTRONIX 1740A WF/VC	4,862.16	4,862.16	0.00	
7/30/1998	TEKTRONIX 1740A WF/VC	4,862.16	4,862.16	0.00	
7/30/1998	TEKTRONIX 1740A WF/VC	4,862.16	4,862.16	0.00	
7/31/1998	LOWEL 01-93 LIGHT KIT	1,141.59	1,141.59	0.00	
7/31/1998	LOWEL 01-93 LIGHT KIT	1,141.59	1,141.59	0.00	
7/31/1998	LOWEL 01-93 LIGHT KIT	1,141.59	1,141.59	0.00	
7/31/1998	LOWEL LIGHT KIT	1,141.59	1,141.59	0.00	
7/31/1998	LOWEL LIGHT KIT	1,141.59	1,141.59	0.00	
7/31/1998	LOWEL LIGHT KIT	1,141.59	1,141.59	0.00	
7/31/1998	LOWEL LIGHT KIT	1,141.60	1,141.60	0.00	
7/31/1998	LOWEL LIGHT KIT	1,141.60	1,141.60	0.00	
8/3/1998	Full Rack Width DVCPRO RECORDE	7,496.27	7,496.27	0.00	
8/13/1998	SONY PVM5041Q 5 IN. COLOR MONI	996.81	996.81	0.00	
8/13/1998	SONY PVM 4B1U 4 MONO VIDEO MON	2,049.87	2,049.87	0.00	
8/13/1998	SONY PVM 4B1U 4iMONO VIDEO MON	2,049.87	2,049.87	0.00	
8/13/1998	SONY PVM 4B1U 4iMONO VIDEO MON	2,049.87	2,049.87	0.00	
8/13/1998	SONY PVM 4B1U 4iMONO VIDEO MON	2,049.87	2,049.87	0.00	
8/13/1998	SONY PVM 5041Q	996.81	996.81	0.00	
8/13/1998	SHURE MX-185 MICROPHONE-1	165.61	165.61	0.00	
8/13/1998	SHURE MX-185 MICROPHONE-2	165.61	165.61	0.00	
8/13/1998	SHURE MX-185 MICROPHONE-3	165.61	165.61	0.00	
8/13/1998	SHURE MX-185 MICROPHONE-4	165.61	165.61	0.00	
8/13/1998	SHURE MX-185 MICROPHONE-5	165.61	165.61	0.00	
8/13/1998	SHURE MX-185 MICROPHONE-6	165.61	165.61	0.00	
8/13/1998	SHURE MX-185 MICROPHONE-7	165.61	165.61	0.00	
8/13/1998	SHURE MX-185 MICROPHONE-9	165.61	165.61	0.00	
8/13/1998	SHURE MX-185 MICROPHONE-10	165.61	165.61	0.00	
8/13/1998	SHURE MX-185 MICROPHONE-11	165.62	165.62	0.00	
8/13/1998	SHURE MX-185 MICROPHONE-9	165.61	165.61	0.00	
8/13/1998	SHURE MX-185 MICROPHONE-8	165.61	165.61	0.00	
8/13/1998	SHURE MX-185 MICROPHONE-12	165.62	165.62	0.00	
8/13/1998	SHURE MX-185 MICROPHONE-13	165.62	165.62	0.00	
8/13/1998	SHURE MX-185 MICROPHONE-14	165.62	165.62	0.00	
8/13/1998	SHURE MX-185 MICROPHONE-15	165.62	165.62	0.00	
8/13/1998	SHURE MX-185 MICROPHONE-16	165.62	165.62	0.00	
8/13/1998	SHURE MX-185 MICROPHONE-17	165.62	165.62	0.00	
8/14/1998	PANASONIC 750 DIGI I/O BORA-1	2,266.23	2,266.23	0.00	
8/14/1998	PANASONIC 750 DIGI I/O BORA-2	2,266.24	2,266.24	0.00	
8/14/1998	Full Rack Width DVCPRO RECORDE	7,496.21	7,496.21	0.00	
8/14/1998	Full Rack Width DVCPRO RECORDE	7,496.20	7,496.20	0.00	
8/14/1998	TEKTRONIX 1700F05 RACK ADAPT-1	318.68	318.68	0.00	
8/14/1998	TEKTRONIX 1700F05 RACK ADAPT-2	318.68	318.68	0.00	
8/14/1998	TEKTRONIX 1700F05 RACK ADAPT-3	318.68	318.68	0.00	
8/14/1998	TEKTRONIX 1700F05 RACK ADAPT-4	318.68	318.68	0.00	
8/14/1998	TEKTRONIX 1700F05 RACK ADAPT-6	318.68	318.68	0.00	
8/14/1998	TEKTRONIX 1700F06 FILL PANEL-1	70.37	70.37	0.00	
8/14/1998	TEKTRONIX 1700F06 FILL PANEL-2	70.37	70.37	0.00	
8/14/1998	TEKTRONIX 1700F06 FILL PANEL-3	70.37	70.37	0.00	
8/14/1998	TEKTRONIX 1700F06 FILL PANEL-4	70.37	70.37	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
8/14/1998	TEKTRONIX 1700F06 FILL PANEL-5	70.38	70.38	0.00	
8/14/1998	TEKTRONIX 1700F06 FILL PANEL-6	70.38	70.38	0.00	
8/14/1998	TEKTRONIX 1700F05 RACK ADAPT-5	318.68	318.68	0.00	
8/27/1998	PANASONIC AY-YA655P-1	445.25	445.25	0.00	
8/27/1998	PANASONIC AY-YA655P-2	445.25	445.25	0.00	
8/28/1998	PORTA BRACE MO 5041 CASE-1	145.82	145.82	0.00	
8/28/1998	PORTA BRACE MO 5041 CASE-2	145.83	145.83	0.00	
9/9/1998	PANA AJ-YA230 RS INTERFACE-1	247.10	247.10	0.00	
9/9/1998	PANA AJ-YA230 RS INTERFACE-2	247.11	247.11	0.00	
9/9/1998	PANA AJ-YA230 RS INTERFACE-3	247.11	247.11	0.00	
9/9/1998	PANA AJ-YA230 RS INTERFACE-4	247.11	247.11	0.00	
9/9/1998	PANA AJ-YA230 RS INTERFACE-5	247.11	247.11	0.00	
9/9/1998	PANA AJ-YA230 RS INTERFACE-6	247.11	247.11	0.00	
9/9/1998	PANA AJ-YA230 RS INTERFACE-8	247.11	247.11	0.00	
9/9/1998	PANA AJ-YA230 RS INTERFACE-7	247.11	247.11	0.00	
9/9/1998	DVCPRO VIDEO RECORDER	3,740.25	3,740.25	0.00	
9/9/1998	DVCPRO VIDEO RECORDER	3,740.25	3,740.25	0.00	
9/9/1998	DVCPRO VIDEO RECORDER	3,740.25	3,740.25	0.00	
9/9/1998	DVCPRO VIDEO RECORDER	3,740.25	3,740.25	0.00	
9/9/1998	DVCPRO VIDEO RECORDER	3,740.26	3,740.26	0.00	
9/9/1998	DVCPRO VIDEO RECORDER	3,740.26	3,740.26	0.00	
9/9/1998	DVCPRO VIDEO RECORDER	3,740.26	3,740.26	0.00	
9/9/1998	DVCPRO VIDEO RECORDER	3,740.26	3,740.26	0.00	
9/9/1998	DVCPRO VIDEO RECORDER	3,740.26	3,740.26	0.00	
9/9/1998	DVCPRO VIDEO RECORDER	3,740.26	3,740.26	0.00	
9/9/1998	DVCPRO VIDEO RECORDER	3,740.26	3,740.26	0.00	
9/9/1998	DVCPRO VIDEO RECORDER	3,740.26	3,740.26	0.00	
9/9/1998	DVCPRO VIDEO RECORDER	3,740.26	3,740.26	0.00	
9/9/1998	DVCPRO VIDEO RECORDER	3,740.26	3,740.26	0.00	
9/9/1998	DVCPRO VIDEO RECORDER	3,740.26	3,740.26	0.00	
9/9/1998	DVCPRO VIDEO RECORDER	3,740.26	3,740.26	0.00	
9/9/1998	DVCPRO VIDEO RECORDER	3,740.26	3,740.26	0.00	
9/9/1998	DVCPRO VIDEO RECORDER	3,740.26	3,740.26	0.00	
9/24/1998	PANA SER EDIT CONTROL AG-A850P	1,953.13	1,953.13	0.00	
9/25/1998	Digital DVCAM Camcorder	7,510.96	7,510.96	0.00	
9/25/1998	Camera Lens	2,815.64	2,815.64	0.00	
9/25/1998	Camera Lens	2,336.00	2,336.00	0.00	
9/25/1998	Camera Lens	2,336.00	2,336.00	0.00	
10/16/1998	TELEMETRIC 4 STATE-BASE STATIO	57,872.67	57,872.67	0.00	
10/20/1998	Camera Lens	2,815.63	2,815.63	0.00	
10/22/1998	SONY LC 421 CASES	492.71	492.71	0.00	
10/22/1998	SONY LC 421 CASES	492.71	492.71	0.00	
10/22/1998	SONY LC 421 CASES	492.71	492.71	0.00	
10/22/1998	SONY LC 421 CASES	492.71	492.71	0.00	
10/29/1998	SONY RE-M7G REMOTE CONTROL	773.91	773.91	0.00	
11/6/1998	SONY SVP-5600	2,080.00	2,080.00	0.00	
11/6/1998	Lavalier Mic	114.40	114.40	0.00	
11/6/1998	Box Style Camera Head	1,456.00	1,456.00	0.00	
11/16/1998	Camera Lens	2,336.00	2,336.00	0.00	
11/16/1998	PORTA BRACE MO-5041 MON CASE-1	199.17	199.17	0.00	
11/16/1998	PORTA BRACE MO-5041 MON CASE-2	199.18	199.18	0.00	
11/24/1998	ELECTROVOICE RE-50 MICRO-1	218.23	218.23	0.00	
11/24/1998	ELECTROVOICE RE-50 MICRO	218.23	218.23	0.00	
12/2/1998	SONY RMC950 SER REMOTE CONTR-1	604.43	604.43	0.00	
12/2/1998	SONY RMC950 SER REMOTE CONTR-2	604.43	604.43	0.00	
12/7/1998	Camera Lens	3,821.63	3,821.63	0.00	
12/7/1998	Camera Lens	3,821.63	3,821.63	0.00	
12/7/1998	Camera Lens	3,821.63	3,821.63	0.00	
12/7/1998	Camera Lens	3,821.63	3,821.63	0.00	
12/7/1998	CAMPLEX CMD 23 MECH DOCK-1	35.41	35.41	0.00	
12/7/1998	CAMPLEX CMD 23 MECH DOCK-2	35.41	35.41	0.00	
12/7/1998	CAMPLEX CMD 23 MECH DOCK-3	35.41	35.41	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
12/7/1998	CAMPLEX CMD 23 MECH DOCK-4	35.41	35.41	0.00	
12/7/1998	CAMPLEX CMD 23 MECH DOCK-5	35.42	35.42	0.00	
12/7/1998	CAMPLEX CMD 23 MECH DOCK-6	35.42	35.42	0.00	
12/7/1998	CAMPLEX CMD 23 MECH DOCK-7	35.42	35.42	0.00	
12/7/1998	CAMPLEX OPT 1XA AUTO VIDEO-1	643.70	643.70	0.00	
12/7/1998	CAMPLEX OPT 1XA AUTO VIDEO-2	643.71	643.71	0.00	
12/7/1998	CAMPLEX OPT 1XA AUTO VIDEO-3	643.71	643.71	0.00	
12/7/1998	CAMPLEX OPT 1XA AUTO VIDEO-4	643.71	643.71	0.00	
12/7/1998	CAMPLEX OPT 1XA AUTO VIDEO-5	643.71	643.71	0.00	
12/7/1998	CAMPLEX OPT 1XA AUTO VIDEO-6	643.71	643.71	0.00	
12/7/1998	CAMPLEX OPT 1XA AUTO VIDEO-7	643.71	643.71	0.00	
12/7/1998	CAMPLEX CP301B PWR CONTRL UN-2	7,154.75	7,154.75	0.00	
12/7/1998	CAMPLEX CP301B PWR CONTRL UN-4	7,154.75	7,154.75	0.00	
12/7/1998	CAMPLEX CP301B PWR CONTRL UN-6	7,154.75	7,154.75	0.00	
12/7/1998	CAMPLEX CP301B PWR CONTRL UN-7	7,154.75	7,154.75	0.00	
12/7/1998	CAMPLEX CAIC23D1313 DOCKING-1	223.94	223.94	0.00	
12/7/1998	CAMPLEX CAIC23D1313 DOCKING-2	223.94	223.94	0.00	
12/7/1998	CAMPLEX CAIC23D1313 DOCKING-3	223.95	223.95	0.00	
12/7/1998	CAMPLEX RM20 RACK MT ADAPT-1	89.57	89.57	0.00	
12/7/1998	CAMPLEX RM20 RACK MT ADAPT-2	89.57	89.57	0.00	
12/7/1998	CAMPLEX RM20 RACK MT ADAPT-3	89.58	89.58	0.00	
12/7/1998	CAMPLEX RM20 RACK MT ADAPT-4	89.58	89.58	0.00	
12/7/1998	CAMPLEX RM20 RACK MT ADAPT-5	89.58	89.58	0.00	
12/7/1998	CAMPLEX RM20 RACK MT ADAPT-6	89.58	89.58	0.00	
12/7/1998	CAMPLEX RM20 RACK MT ADAPT-7	89.58	89.58	0.00	
12/7/1998	CAMPLEX RM20 RACK MT ADAPT-8	89.58	89.58	0.00	
12/7/1998	CAMPLEX RM20 RACK MT ADAPT-9	89.58	89.58	0.00	
12/7/1998	CAMPLEX RM20 RACK MT ADAPT-10	89.58	89.58	0.00	
12/7/1998	CAMPLEX CAIC23 DOCKING D30-1	249.98	249.98	0.00	
12/7/1998	CAMPLEX CAIC23 DOCKING D30-2	249.98	249.98	0.00	
12/7/1998	CAMPLEX CAIC23 DOCKING D30-3	249.99	249.99	0.00	
12/7/1998	CAMPLEX CAIC23 DOCKING D30-4	249.99	249.99	0.00	
12/7/1998	CAMPLEX PPIC23 POIA-1	164.57	164.57	0.00	
12/7/1998	CAMPLEX PPIC23 POIA-2	164.57	164.57	0.00	
12/7/1998	CAMPLEX PPIC23 POIA-3	164.57	164.57	0.00	
12/7/1998	CAMPLEX PPIC23 POIA-4	164.57	164.57	0.00	
12/7/1998	CAMPLEX PPIC23 POIA-5	164.57	164.57	0.00	
12/7/1998	CAMPLEX PPIC23 POIA-6	164.58	164.58	0.00	
12/7/1998	CAMPLEX PPIC23 POIA-7	164.58	164.58	0.00	
12/8/1998	TECNEC VB-4X4VI MATRIX SWITCHR	621.96	621.96	0.00	
12/14/1998	SONY PVM-5041Q MONITOR-1	994.24	994.24	0.00	
12/14/1998	SONY PVM-5041Q MONITOR	994.24	994.24	0.00	
12/17/1998	SONY PVM-4B1U-2	2,026.63	2,026.63	0.00	
12/17/1998	SONY RMC950 SER REMOTE CONTR-1	604.43	604.43	0.00	
12/17/1998	SONY RMC950 SER REMOTE CONTR-2	604.43	604.43	0.00	
12/17/1998	SONY PVM-4B1U-1	2,026.63	2,026.63	0.00	
12/17/1998	SONY PVM-14M4u	931.60	931.60	0.00	
12/21/1998	VINTEN TRIPOD HEAD VISION 100	4,930.93	4,930.93	0.00	
12/21/1998	VINTEN TRIPOD HEAD VISION 100	4,930.93	4,930.93	0.00	
12/21/1998	VINTEN SINGLE STAGE LEGS VISIO	410.17	410.17	0.00	
12/21/1998	VINTEN TRIPOD HEAD VISION 100	4,930.93	4,930.93	0.00	
12/21/1998	VINTEN SINGLE STAGE LEGS VISIO	410.17	410.17	0.00	
12/21/1998	VINTEN TRIPOD HEAD VISION 100	4,930.94	4,930.94	0.00	
12/21/1998	VINTEN SINGLE STAGE LEGS VISIO	410.16	410.16	0.00	
12/23/1998	EXABYTE MAMMOTH 20/40GB EXTERN	4,427.05	4,427.05	0.00	
12/28/1998	VINTEN TRIPOD HEAD VISION 100	4,930.89	4,930.89	0.00	
12/28/1998	VINTEN SINGLE STAGE LEGS VISIO	410.22	410.22	0.00	
12/28/1998	VINTEN SINGLE STAGE LEGS VISIO	410.22	410.22	0.00	
12/28/1998	VINTEN TRIPOD HEAD VISION 100	4,930.88	4,930.88	0.00	
12/28/1998	VINTEN SINGLE STAGE LEGS VISIO	410.22	410.22	0.00	
12/28/1998	VINTEN TRIPOD HEAD VISION 100	4,930.88	4,930.88	0.00	
12/28/1998	VINTEN SINGLE STAGE LEGS VISIO	410.21	410.21	0.00	
12/28/1998	VINTEN TRIPOD HEAD VISION 100	4,930.93	4,930.93	0.00	
12/28/1998	VINTEN SINGLE LEGS STAGE VISIO	4,930.93	4,930.93	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
12/29/1998	Camera Lens	2,815.64	2,815.64	0.00	
12/31/1998	SONY REMOTE CONTRL UNIT RM-M7G	773.91	773.91	0.00	
12/31/1998	SONY REMOTE CONTRL UNIT RM-M7G	773.91	773.91	0.00	
12/31/1998	SONY REMOTE CONTRL UNIT RM-M7G	773.91	773.91	0.00	
12/31/1998	SONY REMOTE CONTRL UNIT RM-M7G	773.91	773.91	0.00	
12/31/1998	SONY REMOTE CONTRL UNIT RM-M7G	773.91	773.91	0.00	
12/31/1998	Half-Rack Width DVCPRO Recorde	4,022.39	4,022.39	0.00	
12/31/1998	Half-Rack Width DVCPRO Recorde	4,022.39	4,022.39	0.00	
12/31/1998	Half-Rack Width DVCPRO Recorde	4,022.39	4,022.39	0.00	
12/31/1998	Half-Rack Width DVCPRO Recorde	4,022.39	4,022.39	0.00	
12/31/1998	Half-Rack Width DVCPRO Recorde	4,022.39	4,022.39	0.00	
12/31/1998	PANASONIC AJ-D230HP DVCPRO REC	4,022.39	4,022.39	0.00	
12/31/1998	Half-Rack Width DVCPRO Recorde	4,022.39	4,022.39	0.00	
12/31/1998	Half-Rack Width DVCPRO Recorde	4,022.39	4,022.39	0.00	
12/31/1998	Half-Rack Width DVCPRO Recorde	4,022.39	4,022.39	0.00	
12/31/1998	Half-Rack Width DVCPRO Recorde	4,022.39	4,022.39	0.00	
12/31/1998	Digital AV MIXER	3,219.30	3,219.30	0.00	
12/31/1998	Digital AV MIXER	3,219.30	3,219.30	0.00	
12/31/1998	LECTROSONIC WIRELESS TRANSMITT	1,583.56	1,583.56	0.00	
12/31/1998	LECTROSONIC WIRELESS TRANSMITT	1,583.56	1,583.56	0.00	
12/31/1998	CATEL MODULATOR ATM 1450	752.09	752.09	0.00	
12/31/1998	CATEL MODULATRO ATM 1450	752.08	752.08	0.00	
12/31/1998	VERTICAL RACK	803.53	803.53	0.00	
12/31/1998	PHONE HYBRYD	950.00	950.00	0.00	
12/31/1998	8 COLOR MONITOR	721.88	721.88	0.00	
1/6/1999	CANARB CABLE REEL R460S LEGISL	1,420.00	1,420.00	0.00	
1/6/1999	CANARE CABLE REEL R460S EFPVAN	710.00	710.00	0.00	
1/6/1999	CANARE CABLE REEL R460S MULTIC	1,420.00	1,420.00	0.00	
1/6/1999	CANARE CABLE REEL R460S CITY A	1,065.00	1,065.00	0.00	
1/14/1999	PAN S-VHS EDIT REC AG-DS555P	3,489.36	3,489.36	0.00	
1/14/1999	PAN S-VHS EDIT REC AG-DS555P	3,489.36	3,489.36	0.00	
1/21/1999	COLOR VIDEO BOX CAMERA	4,370.55	4,370.55	0.00	
1/21/1999	COLOR VIDEO BOX CAMERA	4,370.55	4,370.55	0.00	
1/21/1999	COLOR VIDEO BOX CAMERA	4,370.56	4,370.56	0.00	
1/21/1999	COLOR VIDEO BOX CAMERA	4,370.55	4,370.55	0.00	
1/25/1999	HP LaserJet 4050 TN Printer	1,594.59	1,594.59	0.00	
1/26/1999	JVC S-VHS VIDEO RECORDER-CONSU	414.58	414.58	0.00	
2/4/1999	SONY VCT U14 TRIPOD ADAPTERS	145.68	145.68	0.00	
2/4/1999	SONY VCT U14 TRIPOD ADAPTERS	145.68	145.68	0.00	
2/4/1999	SONY VCT U14 TRIPOD ADAPTERS	145.68	145.68	0.00	
2/4/1999	SONY VCT U14 TRIPOD ADAPTERS	145.69	145.69	0.00	
2/4/1999	SONY DXF51 5 IN.VIEWFINDER	1,068.38	1,068.38	0.00	
2/4/1999	DIGITAL COLOR VIDEO BOX CAMERA	8,741.28	8,741.28	0.00	
2/4/1999	SONY DXF51 5i ELECTRONC VIEWFI	1,068.38	1,068.38	0.00	
2/4/1999	Camera Lens	2,752.93	2,752.93	0.00	
2/4/1999	CANON YH18X9 BKRS LENS	2,752.93	2,752.93	0.00	
2/4/1999	DIGITAL COLOR VIDEO BOX CAMERA	8,741.28	8,741.28	0.00	
2/4/1999	CANON YH18X9 BKRS LENS	2,752.93	2,752.93	0.00	
2/4/1999	SONY DXF51 5i ELECTRNC VIEWFIN	1,068.38	1,068.38	0.00	
2/4/1999	SONY CA327 CAMERA ADAPTER	960.46	960.46	0.00	
2/4/1999	DIGITAL COLOR VIDEO BOX CAMERA	8,741.28	8,741.28	0.00	
2/4/1999	DIGITAL COLOR VIDEO BOX CAMERA	8,741.28	8,741.28	0.00	
2/4/1999	SONY CA327 CAMERA ADAPTER	960.46	960.46	0.00	
2/4/1999	Camera Lens	2,752.93	2,752.93	0.00	
2/4/1999	SONY CA327 CAMERA ADAPTER	960.46	960.46	0.00	
2/4/1999	SONY CA327 CAMERA ADAPTER	960.46	960.46	0.00	
2/4/1999	SONY DXF51 5i ELECTRONIC VIEWF	1,068.38	1,068.38	0.00	
2/5/1999	Full Rack Width DVCPRO VTR	7,496.21	7,496.21	0.00	
2/5/1999	Full Rack Width DVCPRO VTR	7,496.20	7,496.20	0.00	
2/5/1999	Full Rack Width DVCPRO VTR	7,496.20	7,496.20	0.00	
2/5/1999	Full Rack Width DVCPRO VTR	7,496.20	7,496.20	0.00	
2/5/1999	Full Rack Width DVCPRO VTR	7,496.20	7,496.20	0.00	
2/5/1999	Full Rack Width DVCPRO VTR	7,496.20	7,496.20	0.00	
2/22/1999	AV DIGITAL FRAME SYNC	6,325.73	6,325.73	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
2/22/1999	AV DIGITAL FRAME SYNC	6,325.73	6,325.73	0.00	
2/22/1999	AV DIGITAL FRAME SYNC	6,325.73	6,325.73	0.00	
2/22/1999	AV DIGITAL FRAME SYNC	6,325.73	6,325.73	0.00	
2/22/1999	AV DIGITAL FRAME SYNC	6,325.73	6,325.73	0.00	
2/22/1999	AV DIGITAL FRAME SYNC	6,325.72	6,325.72	0.00	
2/22/1999	LOWEL OMNI LIGHT KIT (ENG)	2,593.58	2,593.58	0.00	
2/25/1999	PANASONIC RAK230 RAC FOR AJD23	960.00	960.00	0.00	
2/25/1999	PANASONIC AJYA230 422 INTERFAC	1,920.00	1,920.00	0.00	
2/25/1999	PANASONIC AJYA750 SDI BOARD	2,072.00	2,072.00	0.00	
2/25/1999	EDIT CONTRLR	2,000.00	2,000.00	0.00	
2/26/1999	DSP100 CABLE TESTER/292170	2,899.00	2,899.00	0.00	
3/1/1999	SONY LC-421 HARD CASES	477.44	477.44	0.00	
3/1/1999	SONY LC-421 HARD CASE	474.43	474.43	0.00	
3/1/1999	CAMERA LENS	2,767.00	2,767.00	0.00	
3/1/1999	Camera Lens	7,487.17	7,487.17	0.00	
3/1/1999	SONY DSR300 DVCAM CAMCORDER	7,487.17	7,487.17	0.00	
3/1/1999	CAMERA LENS	2,767.00	2,767.00	0.00	
3/10/1999	RESURFACE ENTRANCE CONCRETE SL	38,130.91	12,140.52	25,990.39	
3/12/1999	Full Rack Width DVCPRO VTR	7,496.20	7,496.20	0.00	
3/12/1999	Full Rack Width DVCPRO VTR	7,496.20	7,496.20	0.00	
3/12/1999	Full Rack Width DVCPRO VTR	7,496.20	7,496.20	0.00	
3/18/1999	PORT SER CONTROL CARD	1,254.57	1,254.57	0.00	
3/18/1999	PORT SER CONTROL CARD	1,254.57	1,254.57	0.00	
3/18/1999	PORT SER CONTROL CARD	1,254.57	1,254.57	0.00	
3/18/1999	AUDIO MIXER	1,254.57	1,254.57	0.00	
3/19/1999	SONY MXP210 AUDIO MIXER	1,411.37	1,411.37	0.00	
3/19/1999	SONY PVM-14M4U MONITOR	1,166.59	1,166.59	0.00	
3/19/1999	AUDIO MIXER	1,411.37	1,411.37	0.00	
3/19/1999	SONY PVM-14M4U MONITOR	1,166.59	1,166.59	0.00	
3/19/1999	SONY PVM-14M47 MONITOR	1,166.59	1,166.59	0.00	
3/19/1999	AUDIO MIXER	1,411.37	1,411.37	0.00	
3/19/1999	SONY MXP210 AUDIO MIXER	1,411.37	1,411.37	0.00	
3/22/1999	TECNEC SG-4B GENERATOR	332.74	332.74	0.00	
3/22/1999	TECNEC SG-4B GENERATOR	332.74	332.74	0.00	
3/22/1999	TECNEC SG-4B GENERATOR	332.74	332.74	0.00	
3/22/1999	SONY LO1309 ZOOM FOCUS CONTROL	1,861.57	1,861.57	0.00	
3/22/1999	SONY LO1309 ZOOM FOCUS CONTROL	1,861.57	1,861.57	0.00	
3/22/1999	SONY LO1309 ZOOM FOCUS CONTROL	1,861.57	1,861.57	0.00	
3/22/1999	SONY LO1309 ZOOM FOCUS CONTROL	1,861.56	1,861.56	0.00	
3/29/1999	PKSKT18 - SPARE DRIVE	8,010.11	8,010.11	0.00	
3/31/1999	Camera Lens	2,336.00	2,336.00	0.00	
4/5/1999	WINSTEAD 85352 METAL DOOR BACK	293.82	293.82	0.00	
4/5/1999	WINSTEAD V8691 VERTICAL RACK	1,344.56	1,344.56	0.00	
4/5/1999	WINSTEAD 84352 PLEXIGLAS HINDG	363.15	363.15	0.00	
4/13/1999	NIGEL B SUPERSINGLE #301-SS	3,586.49	3,586.49	0.00	
4/13/1999	NIGEL B INBOARD MODEL CPU - IF	448.31	448.31	0.00	
4/13/1999	NIGEL B MON BRIDGE 74i WIDE	1,072.36	1,072.36	0.00	
4/13/1999	NIGEL B LOWBOY #201	591.77	591.77	0.00	
4/13/1999	24i UPRIGHT ON MON BRIDGE	358.65	358.65	0.00	
7/16/1999	ANTON BAUER BATTERY CHARGER-Q2	499.53	499.53	0.00	
7/16/1999	ANTON BAUER BATTERY CHARGER-Q2	499.53	499.53	0.00	
7/16/1999	ANTON PROFRM BATTER (26X)	3,644.02	3,644.02	0.00	
7/19/1999	ROUTER VIDEO CARD	1,500.00	1,500.00	0.00	
7/19/1999	A/C FOR KAHUKU	571.76	571.76	0.00	
7/26/1999	SENNHEISER SHOTGUN W/WINDSCREE	487.17	487.17	0.00	
7/26/1999	SENNHEISER SHOTGUN/WINDSCREEN	487.17	487.17	0.00	
7/26/1999	SENNHEISER SHOTGUN W/WINDSCREE	487.17	487.17	0.00	
7/26/1999	SENNHEISER SHOTGUN W/WINDSCREE	448.67	448.67	0.00	
7/26/1999	SENNHEISER SHOTGUN W/WINDSCREE	448.67	448.67	0.00	
7/26/1999	SENNHEISER SHOTGUN W/WINDSCREE	448.67	448.67	0.00	
7/26/1999	SENNHEISER SHOTGUN W/WINDSCREE	448.67	448.67	0.00	
7/26/1999	SENNHEISER SHOTGUN W/WINDSCREE	448.67	448.67	0.00	
7/26/1999	LECTROSONIC WIRELESS TRANSMITT	1,583.55	1,583.55	0.00	
7/26/1999	LECTROSONIC WIRELESS TRANSMITT	1,583.55	1,583.55	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
7/26/1999	LECTROSONIC WIRELESS TRANSMITT	1,583.55	1,583.55	0.00	
7/26/1999	LECTROSONIC WIRELESS TRANSMITT	1,583.55	1,583.55	0.00	
7/26/1999	LECTROSONIC WIRELESS TRANSMITT	1,583.55	1,583.55	0.00	
8/6/1999	POWERMAC G3 LOG STATION	2,039.90	2,039.90	0.00	
8/6/1999	POWERMAC G3 LOG STATION	2,039.90	2,039.90	0.00	
8/16/1999	SENN ME66 SHOTGUN MIC W/WINDSC	558.01	558.01	0.00	
8/16/1999	SENN ME66 SHOTGUN MIC W/WINDSC	558.01	558.01	0.00	
8/18/1999	CANON MS-15 FOCUS/ZOOM CONTROL	1,416.54	1,416.54	0.00	
8/18/1999	CANON MS-15 FOCUS/ZOOM CONTROL	1,416.54	1,416.54	0.00	
8/19/1999	SONY PVM5041Q 5 IN.	995.84	995.84	0.00	
8/19/1999	SONY PVM5041Q 5i	995.84	995.84	0.00	
8/19/1999	SONY PVM5041Q 5i	995.84	995.84	0.00	
8/19/1999	SONY LC421 HARDCASE	477.44	477.44	0.00	
8/19/1999	SONY LC421 HARDCASE	477.43	477.43	0.00	
8/21/1999	FIELD AUDIO MIXER	1,216.86	1,216.86	0.00	
8/31/1999	RECEPTION DESK	2,850.00	2,850.00	0.00	
10/1/1999	SONY PVM-8040 MONITOR	892.44	892.44	0.00	
10/1/1999	SONY PVM-8040 MONITOR	892.44	892.44	0.00	
10/1/1999	SONY PVM-8040 MONITOR	892.44	892.44	0.00	
10/1/1999	SONY RACMNT, LEITCH XPR-12V-CP	703.02	703.02	0.00	
10/1/1999	TEKTRONIX RASTERIZER WVR-500	2,006.25	2,006.25	0.00	
10/1/1999	SONY PVM-8040 MONITOR	892.44	892.44	0.00	
10/1/1999	CANON MS-15 FOCUS/ZOOM CONTROL	1,417.19	1,417.19	0.00	
10/1/1999	ANALOG VIDEO SWITCHER	6,404.19	6,404.19	0.00	
10/1/1999	SIGMA GENERTR,MOD MOUNTING,ETC	911.71	911.71	0.00	
10/1/1999	PORTA BRACH MO-5041 (3X)	553.06	553.06	0.00	
10/5/1999	DESKS (10X)	950.00	950.00	0.00	
10/25/1999	MCLEANS AIR HANDLERS CLEANING	17,066.90	6,418.64	10,648.26	
11/3/1999	DRAPERIES - LABOR & MATERIALS	2,857.00	2,857.00	0.00	
11/3/1999	ACCESS LIFTS ADA CHAIRLIFT DEP	39,900.00	12,804.80	27,095.20	
11/16/1999	LEITCH MGI-2602N	6,814.71	6,814.71	0.00	
12/1/1999	TENETEL DVCPRO TEST KIT	3,445.00	3,445.00	0.00	
12/7/1999	SHURE FP-410 AUDIO MIXER	1,216.87	1,216.87	0.00	
12/10/1999	1999 Chevy Van	28,720.00	28,720.00	0.00	
12/15/1999	PANASONIC AG-A350	921.67	921.67	0.00	
12/15/1999	PANASONIC AG-A350 DVCPRO DESKT	921.67	921.67	0.00	
12/17/1999	DVCPRO CAMCORDER	14,855.26	14,855.26	0.00	
12/23/1999	SONY PVM-4B1U 4 MONITOR	1,987.92	1,987.92	0.00	
12/23/1999	SONY PVM-4B1U 4 MONITOR	1,987.92	1,987.92	0.00	
12/23/1999	SONY PVM-4B1U 4 MONITOR	1,987.92	1,987.92	0.00	
12/23/1999	SONY PVM-41BU 4 MONITOR	1,987.93	1,987.93	0.00	
12/23/1999	SONY PVM-4B1U 4 MONITOR	1,987.93	1,987.93	0.00	
12/27/1999	RTS INTERCOM PACKAGE	1,022.13	1,022.13	0.00	
12/27/1999	RTS INTERCOM PACKAGE	1,022.13	1,022.13	0.00	
12/27/1999	SHURE FP-410 AUDIO MIXER	1,136.41	1,136.41	0.00	
12/28/1999	POWER FOR ACCESS LIFT ELEC PWR	3,800.00	1,172.04	2,627.96	
12/29/1999	DVCPRO DIGITAL VCR	6,013.90	6,013.90	0.00	
12/29/1999	DVCPRO CAMCORDER	15,763.90	15,763.90	0.00	
12/29/1999	PANASONIC 5iVIEWFINDER ADAPTER	1,205.99	1,205.99	0.00	
12/29/1999	PANASONIC 5iVIEWFINDER ADAPTER	1,205.99	1,205.99	0.00	
12/29/1999	PANASONIC 5iVIEWFINDER ADAPTER	1,205.99	1,205.99	0.00	
12/29/1999	PANASONIC 5iVIEWFINDER ADAPTER	1,205.99	1,205.99	0.00	
12/30/1999	CANON STUDIO CONVERSION KIT	2,143.73	2,143.73	0.00	
12/30/1999	CANON STUDIO CONVERSION KIT	2,143.73	2,143.73	0.00	
12/30/1999	CANON CONVERSION KIT	2,143.74	2,143.74	0.00	
12/30/1999	CANON STUDIO CONVERSION KIT	2,143.74	2,143.74	0.00	
12/30/1999	TC-5100 DVCPRO EVALUATOR/CLNER	14,037.25	14,037.25	0.00	
12/31/1999	PANA RCKMNT FOR HALF RACK WIDT	1,724.99	1,724.99	0.00	
12/31/1999	Half-Rack Width DVCRO DIGITAL	3,546.33	3,546.33	0.00	
12/31/1999	Half-Rack Width DVCRO DIGITAL	3,546.33	3,546.33	0.00	
12/31/1999	Half-Rack Width DVCRO DIGITAL	3,546.33	3,546.33	0.00	
12/31/1999	Half-Rack Width DVCRO DIGITAL	3,546.33	3,546.33	0.00	
12/31/1999	Half-Rack Width DVCRO DIGITAL	3,546.33	3,546.33	0.00	
12/31/1999	Half-Rack Width DVCRO DIGITAL	3,546.33	3,546.33	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
12/31/1999	Half-Rack Width DVCRO DIGITAL	3,546.33	3,546.33	0.00	
12/31/1999	Half-Rack Width DVCRO DIGITAL	3,546.33	3,546.33	0.00	
12/31/1999	Half-Rack Width DVCRO DIGITAL	3,546.33	3,546.33	0.00	
12/31/1999	Half-Rack Width DVCRO DIGITAL	3,546.33	3,546.33	0.00	
12/31/1999	Half-Rack Width DVCRO DIGITAL	3,546.33	3,546.33	0.00	
12/31/1999	Half-Rack Width DVCRO DIGITAL	3,546.33	3,546.33	0.00	
12/31/1999	Half-Rack Width DVCRO DIGITAL	3,546.33	3,546.33	0.00	
12/31/1999	Half-Rack Width DVCRO DIGITAL	3,546.33	3,546.33	0.00	
12/31/1999	GVG AUDIO DIST AMPLIFIER	2,787.48	2,787.48	0.00	
12/31/1999	Half-Rack Width DVCRO DIGITAL	3,546.33	3,546.33	0.00	
12/31/1999	Half-Rack Width DVCRO DIGITAL	3,546.33	3,546.33	0.00	
12/31/1999	TEKTRONIX PORT MONI WFM-90	2,417.63	2,417.63	0.00	
12/31/1999	TEKTRONIX PORT MONI WFM-90	2,417.63	2,417.63	0.00	
12/31/1999	IBM ELECTRIC TYPEWRITER	904.80	904.80	0.00	
12/31/1999	METAL WORK BENCH	125.00	125.00	0.00	
12/31/1999	METAL RACK	150.00	150.00	0.00	
12/31/1999	METAL RACK	150.00	150.00	0.00	
12/31/1999	METAL RACK	150.00	150.00	0.00	
12/31/1999	WOOD 2 DRAWER TABLE	166.63	166.63	0.00	
12/31/1999	COMPACT DISK STEREO SYSTEM	519.99	519.99	0.00	
12/31/1999	WOOD BOOKCASE	123.94	123.94	0.00	
12/31/1999	CHARACTER GENERATOR	15,559.06	15,559.06	0.00	
12/31/1999	CHARACTER GENERATOR	15,559.07	15,559.07	0.00	
12/31/1999	SIGNAL GENERATOR	1,266.10	1,266.10	0.00	
12/31/1999	CHARACTER GENERATOR	12,480.00	12,480.00	0.00	
12/31/1999	CHARACTER GENERATOR	15,559.07	15,559.07	0.00	
12/31/1999	CHARACTER GENERATOR	15,559.06	15,559.06	0.00	
12/31/1999	CHARACTER GENERATOR	15,559.07	15,559.07	0.00	
12/31/1999	CHARACTER GENERATOR	15,559.07	15,559.07	0.00	
12/31/1999	CHARACTER GENERATOR	15,559.07	15,559.07	0.00	
12/31/1999	CHARACTER GENERATOR	15,559.07	15,559.07	0.00	
12/31/1999	CHAIR	104.14	104.14	0.00	
12/31/1999	CHAIR	50.00	50.00	0.00	
12/31/1999	CHAIR	50.00	50.00	0.00	
12/31/1999	TALL METAL CABINET	180.21	180.21	0.00	
12/31/1999	TALL METAL CABINET	180.21	180.21	0.00	
12/31/1999	METAL CABIENT	50.00	50.00	0.00	
12/31/1999	METAL CABINET	180.21	180.21	0.00	
12/31/1999	METAL CABINET	221.34	221.34	0.00	
12/31/1999	METAL CABINET	80.00	80.00	0.00	
12/31/1999	METAL CABINET	236.14	236.14	0.00	
12/31/1999	METAL CABINET	233.00	233.00	0.00	
12/31/1999	METAL LOCKERS	415.00	415.00	0.00	
12/31/1999	WOOD BOOKSHELF	114.57	114.57	0.00	
12/31/1999	WOOD BOOKSHELF	114.56	114.56	0.00	
12/31/1999	WOOD BOOKSHELF	114.56	114.56	0.00	
12/31/1999	WOOD BOOKSHELF	85.00	85.00	0.00	
12/31/1999	WOOD BOOKSHELF	70.00	70.00	0.00	
12/31/1999	KENMORE DISHWASHER	290.63	290.63	0.00	
12/31/1999	FRIDGE	140.00	140.00	0.00	
12/31/1999	GE FRIDGE	1,406.13	1,406.13	0.00	
12/31/1999	AUDIO COMPRESSOR PMS610 POWER	636.38	636.38	0.00	
12/31/1999	SONY EVO-9850	5,489.60	5,489.60	0.00	
12/31/1999	Audio Compressor/Limiter	1,244.71	1,244.71	0.00	
12/31/1999	AUDIO COmpressor/Limiter	1,342.71	1,342.71	0.00	
12/31/1999	AUDIO Compressor/Limiter	1,342.71	1,342.71	0.00	
12/31/1999	AUDIO Compressor/Limiter	1,342.71	1,342.71	0.00	
12/31/1999	AUDIO Compressor/Limiter	1,247.48	1,247.48	0.00	
12/31/1999	AUDIO COMPELER	824.93	824.93	0.00	
12/31/1999	AUDIO Limiter/Compressor	824.93	824.93	0.00	
12/31/1999	ADDING MACHINE	15.00	15.00	0.00	
12/31/1999	AUDIO MIXER	1,504.08	1,504.08	0.00	
12/31/1999	AUDIO MIXER	1,295.98	1,295.98	0.00	
12/31/1999	AUDIO MIXER	433.31	433.31	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
12/31/1999	4 CHANNEL AUDIO MIXER	1,295.98	1,295.98	0.00	
12/31/1999	AUDIO DA	532.29	532.29	0.00	
12/31/1999	AUDIO DA	532.29	532.29	0.00	
12/31/1999	AUDIO MIXER	1,562.40	1,562.40	0.00	
12/31/1999	4 CHANNEL AUDIO MIXER	1,270.84	1,270.84	0.00	
12/31/1999	4 CHANNEL AUDIO MIXER	1,270.84	1,270.84	0.00	
12/31/1999	4 CHANNEL AUDIO MIXER	1,270.84	1,270.84	0.00	
12/31/1999	AUDIO MIXER	1,539.59	1,539.59	0.00	
12/31/1999	AUDIO MIXER	1,270.84	1,270.84	0.00	
12/31/1999	AUDIO MIXER	1,270.83	1,270.83	0.00	
12/31/1999	AUDIO MIXER	1,406.16	1,406.16	0.00	
12/31/1999	AUDIO MIXER	1,295.98	1,295.98	0.00	
12/31/1999	AUDIO MIXER	433.31	433.31	0.00	
12/31/1999	AUDIO MIXER	1,539.59	1,539.59	0.00	
12/31/1999	AUDIO MIXER	1,539.59	1,539.59	0.00	
12/31/1999	AUDIO MIXER	1,539.59	1,539.59	0.00	
12/31/1999	PROC. AMP	4,819.35	4,819.35	0.00	
12/31/1999	PROC AMP	4,819.36	4,819.36	0.00	
12/31/1999	AUDIO MIXER	1,562.40	1,562.40	0.00	
12/31/1999	AUDIO MIXER	1,406.16	1,406.16	0.00	
12/31/1999	AUDIO MIXER	500.00	500.00	0.00	
12/31/1999	WOOD DESK	40.00	40.00	0.00	
12/31/1999	METAL 3 SHELF CART	80.00	80.00	0.00	
12/31/1999	B/W MONITOR	1,270.76	1,270.76	0.00	
12/31/1999	COLOR MONITOR	721.88	721.88	0.00	
12/31/1999	COLOR MONITOR	721.88	721.88	0.00	
12/31/1999	COLOR MONITOR	1,052.09	1,052.09	0.00	
12/31/1999	B/W MONITOR	891.02	891.02	0.00	
12/31/1999	COLOR MONITOR	721.88	721.88	0.00	
12/31/1999	COLOR CAMERA	12,448.80	12,448.80	0.00	
12/31/1999	COLOR CAMERA	11,408.64	11,408.64	0.00	
12/31/1999	COLOR CAMERA	12,448.80	12,448.80	0.00	
12/31/1999	COLOR MONITOR	634.30	634.30	0.00	
12/31/1999	COLOR MONITOR	634.30	634.30	0.00	
12/31/1999	CHAIR	200.78	200.78	0.00	
12/31/1999	CHAIR	200.78	200.78	0.00	
12/31/1999	CHAIR	104.14	104.14	0.00	
12/31/1999	SWIVEL CHAIR	135.39	135.39	0.00	
12/31/1999	SWIVEL CHAIR	450.00	450.00	0.00	
12/31/1999	COLOR CAMERA	4,092.05	4,092.05	0.00	
12/31/1999	COLOR CAMERA	4,092.05	4,092.05	0.00	
12/31/1999	COLOR CAMERA	6,770.40	6,770.40	0.00	
12/31/1999	COLOR CAMERA	10,400.38	10,400.38	0.00	
12/31/1999	COLOR CAMERA	10,400.38	10,400.38	0.00	
12/31/1999	CAMERA	11,063.52	11,063.52	0.00	
12/31/1999	COLOR CAMERA	11,063.52	11,063.52	0.00	
12/31/1999	COLOR VIDEO CAMERA	11,408.64	11,408.64	0.00	
12/31/1999	COLOR CAMERA CHIP SECURITY	706.16	706.16	0.00	
12/31/1999	COLOR VIDEO CAMERA	8,489.04	8,489.04	0.00	
12/31/1999	COLOR VIDEO CAMERA	11,063.52	11,063.52	0.00	
12/31/1999	13 COLOR MONITOR	448.33	448.33	0.00	
12/31/1999	CAMERA CONTROL UNIT	1,645.28	1,645.28	0.00	
12/31/1999	CAMERA CONTROL UNIT	1,645.28	1,645.28	0.00	
12/31/1999	CAMERA CONTROL UNIT	1,645.28	1,645.28	0.00	
12/31/1999	COLOR CAMERA	4,092.05	4,092.05	0.00	
12/31/1999	COLOR CAMERA	4,092.05	4,092.05	0.00	
12/31/1999	13 COLOR MONITOR	448.33	448.33	0.00	
12/31/1999	4INCH MONOCHROME VIDEO MONITOR	1,270.84	1,270.84	0.00	
12/31/1999	COLOR MONITOR	721.88	721.88	0.00	
12/31/1999	COLOR MONITOR	721.88	721.88	0.00	
12/31/1999	COLOR CAMERA	11,063.52	11,063.52	0.00	
12/31/1999	COLOR CAMERA	11,063.52	11,063.52	0.00	
12/31/1999	EDIT CONTROLE UNIT	1,796.76	1,796.76	0.00	
12/31/1999	EDIT CONTROLE UNIT	1,872.00	1,872.00	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
12/31/1999	EDIT CONTROLE UNIT	1,796.76	1,796.76	0.00	
12/31/1999	COLOR MONITOR	448.32	448.32	0.00	
12/31/1999	WAVE FROM MONITOR	1,200.00	1,200.00	0.00	
12/31/1999	COLOR CAMERA	1,029.60	1,029.60	0.00	
12/31/1999	COLOR CAMERA	4,452.84	4,452.84	0.00	
12/31/1999	METAL 4 DRAWER FILING CABINET	75.00	75.00	0.00	
12/31/1999	METAL 4 DRAWER WIDE FILING CAB	400.00	400.00	0.00	
12/31/1999	METAL 4DRAWER WIDE FILING CAB	425.00	425.00	0.00	
12/31/1999	METAL 4 DRAWER FILING CABINET	75.00	75.00	0.00	
12/31/1999	METAL 4 DRAWER FILING CABINET	325.00	325.00	0.00	
12/31/1999	METAL 4 DRAWER FILING CABINET	375.00	375.00	0.00	
12/31/1999	METAL 2DRAWER FIXED DESKTOP	120.00	120.00	0.00	
12/31/1999	METAL FIXED DESKTOP SIDEPIECE	120.00	120.00	0.00	
12/31/1999	WOOD END TABLE	50.00	50.00	0.00	
12/31/1999	WOOD DESK	40.00	40.00	0.00	
12/31/1999	WOOD COMPUTER STAND	119.77	119.77	0.00	
12/31/1999	METAL COMPUTER STAND	95.00	95.00	0.00	
1/24/2000	BULH F70-4.5 PACKAGE	938.55	938.55	0.00	
1/24/2000	BULH F70-4.5 PACKAGE	938.55	938.55	0.00	
1/24/2000	BULH F70-4.5 PACKAGE	938.55	938.55	0.00	
1/24/2000	BULH F70-4.5 PACKAGE	938.55	938.55	0.00	
1/24/2000	BULH F70-4.5 PACKAGE	938.55	938.55	0.00	
1/24/2000	BULH F70-4.5 PACKAGE	938.55	938.55	0.00	
1/24/2000	BULH F70-4.5 PACKAGE	938.55	938.55	0.00	
1/24/2000	BULH F70-4.5 PACKAGE	938.55	938.55	0.00	
1/24/2000	BULH F70-4.5 PACKAGE	938.55	938.55	0.00	
1/24/2000	BULH F70-4.5 PACKAGE	938.55	938.55	0.00	
1/24/2000	BULH F70-4.5 PACKAGE	938.55	938.55	0.00	
1/24/2000	BULH F70-4.5 PACKAGE	938.55	938.55	0.00	
1/24/2000	BULH F70-4.5 PACKAGE	938.55	938.55	0.00	
1/24/2000	ADC PATCHBAY AUDIO	845.93	845.93	0.00	BJF203-4MKII26
1/24/2000	ADC PATCHBAY AUDIO	845.94	845.94	0.00	BJF203-4MII26
1/24/2000	ADC PATCHBAY VIDEO	777.32	777.32	0.00	PPI2224RS-75N
1/24/2000	ADC PATCHBAY VIDEO	777.32	777.32	0.00	PPI2224RS-75N
1/24/2000	BULH F70-4.5 PACKAGE	938.55	938.55	0.00	
1/24/2000	BULH F70-4.5 PACKAGE	938.51	938.51	0.00	
1/24/2000	BULH F70-4.5 PACKAGE	938.55	938.55	0.00	
1/24/2000	BULH F70-4.5 PACKAGE	938.55	938.55	0.00	
2/11/2000	Panasonic Digital AV Mixer	3,632.27	3,632.27	0.00	Panasonic WJ-MX50A
2/11/2000	ESE 16A Master Clock	1,709.36	1,709.36	0.00	
2/17/2000	JLG 15VP Vertical Master	10,972.39	10,972.39	0.00	
2/22/2000	Sony DVCAM Camcorder	2,250.00	2,250.00	0.00	DSR-PD100A
3/1/2000	Sony DVCAM Camcorder	2,250.01	2,250.01	0.00	Sony DSR-PD100A
3/1/2000	Sony DVCAM Camcorder	2,250.01	2,250.01	0.00	Sony DSR-PD100A
3/1/2000	Sony DVCAM Camcorder	2,250.01	2,250.01	0.00	Sony DSR-PD100A
3/1/2000	Sony DVCCAM Camcorder	2,250.01	2,250.01	0.00	Sony DSR-PD100A
3/1/2000	Sony DVCAM Camcorder	2,250.01	2,250.01	0.00	Sony DSR-PD100A
3/1/2000	Sony DVCAM Camcorder	2,250.00	2,250.00	0.00	Sony DSR-PD100A
3/1/2000	Sony DVCAM Camcorder	2,250.01	2,250.01	0.00	Sony DSR-PD100A
3/1/2000	Sony DVCAM Camcorder	2,250.00	2,250.00	0.00	Sony DSR-PD100A
3/1/2000	Sony DVCAM Camcorder	2,250.00	2,250.00	0.00	Sony DSR-PD100A
4/3/2000	Drapes and Drape Tracks	4,776.00	4,776.00	0.00	
4/13/2000	Pelican 155 Cases (26)	3,878.85	3,878.85	0.00	
5/4/2000	Matthews LS-35 Tripod	856.36	856.36	0.00	H35/T57
5/4/2000	Pelican 1550 Cases (26)	902.60	902.60	0.00	
5/10/2000	Matthews LS-35 Tripod	856.36	856.36	0.00	H35/T57
5/10/2000	Matthews LS-35 Tripod	856.36	856.36	0.00	H35/T57
5/10/2000	Matthews LS-35 Tripod	856.36	856.36	0.00	H35/T57
5/10/2000	Matthews LS-35 Tripod	856.36	856.36	0.00	H35/T57
5/10/2000	Matthews LS-35 Tripod	856.36	856.36	0.00	H35/T57
5/10/2000	Matthews LS-35 Tripod	856.36	856.36	0.00	H35/T57
5/10/2000	Matthews LS-35 Tripod	856.36	856.36	0.00	H35/T57

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
5/10/2000	Matthews LS-35 Tripod	856.36	856.36	0.00	H35/T57
5/10/2000	Matthews LS-35 Tripod	856.36	856.36	0.00	H35/T57
5/10/2000	Matthews LS-35 Tripod	856.36	856.36	0.00	H35/T57
5/10/2000	Matthews LS-35 Tripod	856.36	856.36	0.00	H35/T57
5/10/2000	Matthews LS-35 Tripod	856.36	856.36	0.00	H35/T57
5/10/2000	Matthews LS-35 Tripod	856.36	856.36	0.00	H35/T57
5/10/2000	Matthews LS-35 Tripod	856.36	856.36	0.00	H35/T57
5/10/2000	Matthews LS-35 Tripod	856.35	856.35	0.00	H35/T57
5/10/2000	Matthews LS-35 Tripod	856.35	856.35	0.00	H35/T57
5/10/2000	Matthews LS-35 Tripod	856.35	856.35	0.00	H35/T57
5/10/2000	Matthews LS-35 Tripod	856.35	856.35	0.00	H35/T57
5/10/2000	Matthews LS-35 Tripod	856.35	856.35	0.00	H35/T57
5/10/2000	Matthews LS-35 Tripod	856.35	856.35	0.00	H35/T57
5/10/2000	Matthews LS-35 Tripod	856.35	856.35	0.00	H35/T57
5/18/2000	Field Audio Mixer	1,246.87	1,246.87	0.00	
5/18/2000	Field Audio Mixer	1,246.87	1,246.87	0.00	
5/18/2000	Field Audio Mixer	1,246.87	1,246.87	0.00	
5/18/2000	Field Audio Mixer	1,246.87	1,246.87	0.00	
5/18/2000	Field Audio Mixer	1,246.87	1,246.87	0.00	
5/18/2000	Field Audio Mixer	1,246.87	1,246.87	0.00	
5/18/2000	Field Audio Mixer	1,246.86	1,246.86	0.00	
5/18/2000	Field Audio Mixer	1,246.86	1,246.86	0.00	
5/18/2000	Field Audio Mixer	1,246.86	1,246.86	0.00	
5/18/2000	Field Audio Mixer	1,246.86	1,246.86	0.00	
5/18/2000	Field Audio Mixer	1,246.87	1,246.87	0.00	
6/23/2000	Electrovoice RE-50 Micro (26)	4,089.22	4,089.22	0.00	
7/3/2000	Dual Time Base Corrector	2,905.85	2,905.85	0.00	DPS-235D
7/3/2000	Gentner Multi Phone Bridge	4,524.96	4,524.96	0.00	T5612
7/3/2000	Dual Time Base Corrector	2,905.85	2,905.85	0.00	DPS-235D
7/7/2000	Digital DVCPro Player	7,509.50	7,509.50	0.00	AJ-D450 w/ AJ-YA655
7/7/2000	Digital DVCPro Player	7,509.50	7,509.50	0.00	AJ-D450 w/ AJ-YA655
7/7/2000	APC Smart UPS 2200	1,354.08	1,354.08	0.00	
7/7/2000	Digital DVCPro Player	6,121.00	6,121.00	0.00	AJ-D440P w/ AJ-YA655
7/7/2000	Edit Controller	2,108.00	2,108.00	0.00	AG-A850P
7/7/2000	Digital DVCPro Player	6,121.00	6,121.00	0.00	AJ-D440P w/ AJ-YA655
7/7/2000	Edit Controller	2,108.00	2,108.00	0.00	AG-A850P
7/7/2000	Edit Controller	2,108.00	2,108.00	0.00	AG-A850P
7/17/2000	Sony 13 inch Monitor	917.34	917.34	0.00	
7/17/2000	Sony 13 inch Monitor	917.31	917.31	0.00	
7/17/2000	Sony Audio Mixer SRPV-110	1,442.96	1,442.96	0.00	SRPV-110
7/17/2000	Panasonic SVHS Edit Recorder	3,440.40	3,440.40	0.00	AG-DS555P
7/17/2000	Panasonic SVHS Edit Recorder	3,440.40	3,440.40	0.00	AG-DS555P
7/17/2000	Sony Audio Mixer SRPV-110	1,442.96	1,442.96	0.00	SRPV-110
7/17/2000	Sony 13 inch Monitor	917.34	917.34	0.00	
7/17/2000	Sony 13 inch Monitor	917.34	917.34	0.00	
7/17/2000	Sony 13 inch Monitor	917.34	917.34	0.00	
7/17/2000	Sony 13 inch Monitor	917.34	917.34	0.00	
7/17/2000	Sony 13 inch Monitor	917.34	917.34	0.00	
7/17/2000	Sony 13 inch Monitor	917.34	917.34	0.00	
7/17/2000	Sony 13 inch Monitor	917.34	917.34	0.00	
7/17/2000	Sony 13 inch Monitor	917.34	917.34	0.00	
7/17/2000	Sony 13 inch Monitor	917.34	917.34	0.00	
7/27/2000	Philips Digi VTR Ctrl Interfac	1,050.00	1,050.00	0.00	
7/27/2000	Philips Digital Serial Card	1,575.00	1,575.00	0.00	
7/27/2000	New AC1 & AC2	95,558.86	27,157.27	68,401.59	
8/3/2000	Teleprompter Computer w/ Moni	1,775.01	1,775.01	0.00	
8/3/2000	Teleprompter Computer w/ Moni	1,775.01	1,775.01	0.00	
8/3/2000	AJ-YA750 Serial Digi (E-1)	1,888.22	1,888.22	0.00	Panasonic

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
8/3/2000	Teleprompter Computer w/ Moni	1,775.01	1,775.01	0.00	
8/3/2000	Panasonic AJ-YAC850 DVCPro	2,022.00	2,022.00	0.00	Panasonic AJ-YAC850
8/3/2000	AJ-YA750 Serial Digi (E-2)	1,888.23	1,888.23	0.00	Panasonic
8/3/2000	AJ-YA750 Serial Digi (E-2)	1,888.23	1,888.23	0.00	Panasonic
8/3/2000	AJ-YA750 Serial Digi (E-1)	1,888.22	1,888.22	0.00	Panasonic
8/3/2000	Teleprompter Computer w/ Moni	1,775.01	1,775.01	0.00	
8/22/2000	Streaming Computer	4,165.60	4,165.60	0.00	
8/22/2000	Cisco 1 Port T1	994.61	994.61	0.00	
8/22/2000	Cisco Router w/ Interface Card	968.75	968.75	0.00	
8/28/2000	Exterior Painting of Bldg Roof	29,850.00	8,418.96	21,431.04	
8/28/2000	Vinten Head/Tripod/Dolly Sys.	7,779.40	7,779.40	0.00	
8/28/2000	Vinten Head/Tripod/Dolly Sys.	7,779.40	7,779.40	0.00	
8/28/2000	Vinten Head/Tripod/Dolly Sys.	7,779.40	7,779.40	0.00	
8/28/2000	Vinten Head/Tripod/Dolly Sys.	7,779.39	7,779.39	0.00	
8/30/2000	New Ramp and Remove Old Wlkwy	5,842.00	1,640.91	4,201.09	
9/6/2000	QTV Winque Software Pkg.	2,874.83	2,874.83	0.00	
9/13/2000	Compix Med Character Generator	5,400.00	5,400.00	0.00	
9/13/2000	Compix Med Character Generator	5,400.00	5,400.00	0.00	
10/10/2000	QTV Winque Software Package	2,874.83	2,874.83	0.00	
10/10/2000	QTV 11 in. LCD Prompter Hrdwre	5,368.18	5,368.18	0.00	
10/10/2000	QTV 11 in. LCD Prompter Hrdwre	5,368.17	5,368.17	0.00	
10/10/2000	QTV 11 in. LCD Prompter Hrdwre	5,368.18	5,368.18	0.00	
10/10/2000	QTV 11 in. LCD Prompter Hrdwre	5,368.17	5,368.17	0.00	
10/10/2000	QTV 11 in. LCD Prompter Hrdwre	5,368.17	5,368.17	0.00	
10/10/2000	QTV Winque Software Package	2,874.83	2,874.83	0.00	
10/10/2000	QTV Winque Software Package	2,874.83	2,874.83	0.00	
10/10/2000	QTV 11 in. LCD Prompter Hrdwre	5,368.17	5,368.17	0.00	
10/10/2000	QTV 11 in. LCD Prompter Hrdwre	5,368.17	5,368.17	0.00	
10/10/2000	Philips Automation Serial Card	12,602.70	12,602.70	0.00	
10/25/2000	Concrete Bench & Front Area	2,700.00	750.10	1,949.90	
11/2/2000	Panasonic YA-D250	582.40	582.40	0.00	
11/2/2000	Panasonic DVCPro Recorder	3,993.60	3,993.60	0.00	AJ-D250
11/2/2000	Digital Video Effects Mixer	26,471.42	26,471.42	0.00	
11/2/2000	Panasonic YA-D250	582.40	582.40	0.00	
11/2/2000	Panasonic DVCPro Recorder	3,993.60	3,993.60	0.00	AJ-D250
11/2/2000	Panasonic DVCPro Recorder	3,993.60	3,993.60	0.00	AJ-D250
11/2/2000	Panasonic YA-D250	582.40	582.40	0.00	
11/2/2000	Digital Video Effects Mixer	26,471.42	26,471.42	0.00	
11/2/2000	Panasonic DVCPro Recorder	3,993.60	3,993.60	0.00	AJ-D250
11/2/2000	Panasonic DVCPro Recorder	3,993.60	3,993.60	0.00	AJ-D250
11/2/2000	Panasonic DVCPro Recorder	3,993.60	3,993.60	0.00	AJ-D250
11/2/2000	Panasonic YA-D250	582.40	582.40	0.00	
11/2/2000	Panasonic YA-D250	582.40	582.40	0.00	
11/2/2000	Panasonic YA-D250	582.40	582.40	0.00	
11/2/2000	Panasonic YA-D250	582.40	582.40	0.00	
11/2/2000	Panasonic YA-D250	582.40	582.40	0.00	
11/2/2000	Panasonic DVCPro Recorder	3,993.60	3,993.60	0.00	AJ-D250
11/14/2000	Leather Chairs (2)	645.73	645.73	0.00	
11/15/2000	Media Center Renovations	50,190.33	13,773.93	36,416.40	
11/21/2000	Philips SCC On Air Channel	3,030.50	3,030.50	0.00	
11/29/2000	Panasonic DVC Tape Recorder	11,437.92	11,437.92	0.00	AJ-D850
12/21/2000	Elmo Visual Presenter	3,073.69	3,073.69	0.00	
12/21/2000	Compaq Proliant DL580	10,340.72	10,340.72	0.00	
12/29/2000	Cherry Desk	968.68	968.68	0.00	
12/29/2000	Panasonic AG-DV2000	2,272.87	2,272.87	0.00	
12/29/2000	Panasonic AG-DV2000	2,272.87	2,272.87	0.00	
12/31/2000	Video Projector	11,809.73	11,809.73	0.00	
12/31/2000	Scan Line Chairs	921.87	921.87	0.00	
1/23/2001	HP 4050 TN Printer	1,697.90	1,697.90	0.00	
2/7/2001	Compix Media Character Gen	5,400.00	5,400.00	0.00	
2/7/2001	Compix Media Character Gen	5,400.00	5,400.00	0.00	
2/7/2001	Tektronix Portable WFM-90AO	7,429.73	7,429.73	0.00	
2/7/2001	Mackie Audio Mixer	1,172.49	1,172.49	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
2/7/2001	Mackie Audio Mixer	1,172.49	1,172.49	0.00	
2/7/2001	Compix Media Character Gen.	5,400.00	5,400.00	0.00	
2/7/2001	Compix Media Character Gen.	5,400.00	5,400.00	0.00	
2/7/2001	Compix Media Character Gen.	5,400.00	5,400.00	0.00	
2/7/2001	Compix Media Character Gen.	5,400.00	5,400.00	0.00	
2/7/2001	Compix Media Character Gen.	5,400.00	5,400.00	0.00	
2/7/2001	Compix Media Character Gen.	5,400.00	5,400.00	0.00	
2/7/2001	Compix Media Character Gen.	5,400.00	5,400.00	0.00	
2/15/2001	DPS Dual Frame Sync (TBC)	2,905.87	2,905.87	0.00	
2/15/2001	DPS Dual Frame Sync	2,905.88	2,905.88	0.00	
2/22/2001	DPS Digital AV Sync	6,499.87	6,499.87	0.00	
2/22/2001	DPS Digital AV Sync	6,499.87	6,499.87	0.00	
2/22/2001	Micron Laptop	2,734.20	2,734.20	0.00	
2/22/2001	Micron Laptop	2,734.20	2,734.20	0.00	
2/22/2001	Micron Laptop	2,734.20	2,734.20	0.00	
2/22/2001	DPS Digital AV Sync (TBC)	6,499.87	6,499.87	0.00	
2/22/2001	DPS Digital AV Sync (TBC)	6,499.87	6,499.87	0.00	
2/22/2001	DPS Digital AV Sync	6,499.88	6,499.88	0.00	
2/22/2001	DPS Digital AV Sync (TBC)	6,499.87	6,499.87	0.00	
2/22/2001	Tascam CD/Cassette Player (2)	838.04	838.04	0.00	
2/22/2001	DPS Digital AV Sync (TBC)	6,499.87	6,499.87	0.00	
3/7/2001	Pana. Digi DVCPro Rec AJ-D250P	3,993.60	3,993.60	0.00	
3/15/2001	Pana. Digi DVCPro Rec AJ-D250P	3,900.00	3,900.00	0.00	Akaku
3/15/2001	Pana. Digi DVCPro Rec AJ-D250P	3,900.00	3,900.00	0.00	Akaku
3/23/2001	Sony CCU-M5A	2,085.43	2,085.43	0.00	Isys
3/23/2001	Sony DXF-51 5 in. Viewfinder	1,354.17	1,354.17	0.00	Isys
3/23/2001	Final Cut Pro System	1,937.44	1,937.44	0.00	CompUSA
3/23/2001	Final Cut Pro System	1,937.40	1,937.40	0.00	CompUSA
3/23/2001	Half Rack Width DVCAM VTR	4,064.08	4,064.08	0.00	DSR 40
3/23/2001	Final Cut Pro System	1,937.44	1,937.44	0.00	CompUSA
3/23/2001	Sony DXF-51 5 in. Viewfinder	1,354.17	1,354.17	0.00	Isys
3/23/2001	Final Cut Pro System	1,937.44	1,937.44	0.00	CompUSA
3/23/2001	Final Cut Pro System	1,937.44	1,937.44	0.00	CompUSA
3/23/2001	Half Rack Width DVCAM VTR	4,064.08	4,064.08	0.00	DSR 40
3/23/2001	Sony CCU-M5A	2,085.43	2,085.43	0.00	Isys
3/23/2001	Sony CCU-M5A	2,085.43	2,085.43	0.00	Isys
3/23/2001	Sony DXF-51 5 in. Viewfinder	1,354.17	1,354.17	0.00	Isys
3/23/2001	Sony DXF-51 5 in. Viewfinder	1,354.17	1,354.17	0.00	Isys
3/23/2001	Camera Head w/lens tripod Mnt	12,918.79	12,918.79	0.00	Isys
3/23/2001	Camera Head w/lens tripod Mnt	12,918.79	12,918.79	0.00	Isys
3/23/2001	Camera Head w/lens tripod Mnt	12,918.79	12,918.79	0.00	Isys
3/23/2001	Sony CCU-M5A	2,085.43	2,085.43	0.00	Isys
3/23/2001	Camera Head w/lens tripod Mnt	12,918.79	12,918.79	0.00	Isys
3/23/2001	Final Cut Pro System	1,937.44	1,937.44	0.00	CompUSA
3/29/2001	Shure Audio Mixer	1,321.25	1,321.25	0.00	Isys
3/29/2001	Shure Audio Mixer	1,321.25	1,321.25	0.00	Isys
4/5/2001	Denny ABLDX12	4,591.73	4,591.73	0.00	
4/5/2001	Twist Flex Systems	564.58	564.58	0.00	
4/5/2001	Twist Flex Systems	564.58	564.58	0.00	
4/5/2001	Denny ABLDX12	4,591.73	4,591.73	0.00	
4/5/2001	Camplex System for DXCD30	8,719.30	8,719.30	0.00	
4/5/2001	Twist Flex Systems	564.58	564.58	0.00	
4/5/2001	Denny ABLDX12	4,591.73	4,591.73	0.00	
4/18/2001	Lectronics UCR190 w/ Case	1,910.67	1,910.67	0.00	
4/18/2001	Lectronics UCR190 w/ Case	1,910.67	1,910.67	0.00	
4/18/2001	Lectronics UCR190 w/ Case	1,910.67	1,910.67	0.00	
4/18/2001	Lectronics UCR190 w/ Case	1,910.67	1,910.67	0.00	
4/18/2001	Lectronics UCR190 w/ Case	1,910.67	1,910.67	0.00	
4/18/2001	Lectronics UCR190 w/ Case	1,910.67	1,910.67	0.00	
4/18/2001	Camera Lens	6,449.04	6,449.04	0.00	
4/18/2001	Camera Lens	7,023.12	7,023.12	0.00	
4/18/2001	Lectronics UCR190 w/ Case	1,910.67	1,910.67	0.00	
4/18/2001	Lectronics UCR190 w/ Case	1,910.67	1,910.67	0.00	
4/26/2001	Sony PVM 14M2U	978.91	978.91	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
4/26/2001	Sony DSR 1/1	6,247.52	6,247.52	0.00	
4/26/2001	Dockable DVCAM Recorder	6,247.52	6,247.52	0.00	
4/26/2001	Sony PVM 14M2U	978.91	978.91	0.00	
4/26/2001	Sony DSR 1/1	6,247.52	6,247.52	0.00	
4/26/2001	Sony PVM 14M2U	978.91	978.91	0.00	
4/26/2001	Sony PVM 14M2U	978.91	978.91	0.00	
4/26/2001	Sony PVM 14M2U	978.91	978.91	0.00	
4/26/2001	Dalite 81481 Std Fast Fold Sys	736.32	736.32	0.00	
4/26/2001	Vinten Vision 100 System	6,670.56	6,670.56	0.00	
4/26/2001	Dockable DVCAM Recorder	6,247.52	6,247.52	0.00	
4/26/2001	Sony PVM 14M2U	978.91	978.91	0.00	
5/18/2001	FCP Computer Carts & UPS (6)	1,352.99	1,352.99	0.00	650 VA
6/7/2001	Lowel 01-93 Light Kit	1,382.29	1,382.29	0.00	
6/28/2001	Falcon Plus Trango 5.8 gz 5106	3,125.67	3,125.67	0.00	
6/28/2001	Falcon Plus Trango 5.8 gz 5106	3,125.67	3,125.67	0.00	
6/28/2001	Falcon Plus Trango 5.8 gz 5109	3,125.66	3,125.66	0.00	
6/28/2001	TMS Rackmount Case	2,135.65	2,135.65	0.00	
7/13/2001	Canon Lense YH18x6.7 KTS	4,434.57	4,434.57	0.00	
7/13/2001	Canon Lense YH18x6.7 KTS	4,434.57	4,434.57	0.00	
7/13/2001	Panasonic AJD250 w/firewre Crd	3,893.72	3,893.72	0.00	
7/13/2001	Ext. Firewire HD for FCP (8)	2,675.00	2,675.00	0.00	
7/13/2001	Panasonic AJD250 w/firewre Crd	3,893.72	3,893.72	0.00	
7/13/2001	Panasonic AJD250 w/firewre Crd	3,893.72	3,893.72	0.00	Panasonic
7/13/2001	Panasonic AJD250 w/firewre Crd	3,893.72	3,893.72	0.00	Panasonic
7/13/2001	AJ-D850 w/ SDTI Card	13,540.80	13,540.80	0.00	
7/13/2001	Snake Cable	695.49	695.49	0.00	
7/13/2001	Snake Cable	695.49	695.49	0.00	
7/13/2001	Canon Lense YH18x6.7 KTS	4,434.57	4,434.57	0.00	
7/13/2001	Panasonic AJD250 w/firewre Crd	3,893.72	3,893.72	0.00	Panasonic
7/13/2001	Panasonic AJD250 w/firewre Crd	3,893.72	3,893.72	0.00	Panasonic
7/13/2001	DFS-700 SEG w/ BKDF 702	18,017.88	18,017.88	0.00	
7/13/2001	DXC-990 Camera	3,307.48	3,307.48	0.00	
7/13/2001	DXC-990 Camera	3,307.48	3,307.48	0.00	
7/13/2001	DXC-990 Camera	3,307.48	3,307.48	0.00	
7/26/2001	Sony PVM 14M2U Monitor	999.94	999.94	0.00	Sony
7/26/2001	Sony PVM 14M2U Monitor	999.94	999.94	0.00	Sony
7/26/2001	Sony PVM 14M2U Monitor	999.93	999.93	0.00	Sony
7/26/2001	Sony PVM 14M2U Monitor	999.93	999.93	0.00	Sony
7/26/2001	Panasonic AJ-D950A	18,929.88	18,929.88	0.00	Panasonic
8/3/2001	Digital Media Converter (4)	990.08	990.08	0.00	Sony
8/3/2001	Digital Media Converter (4)	990.08	990.08	0.00	Sony
8/3/2001	Digital Media Converter (2)	495.04	495.04	0.00	Sony
8/10/2001	Telemetric Package (3 Camera)	46,237.11	46,237.11	0.00	Isys
8/10/2001	Winstead Package	6,053.55	6,053.55	0.00	Isys
8/16/2001	Viewsonic 17 in. Flat Monitor	835.28	835.28	0.00	
8/22/2001	DeskPro En	1,369.32	1,369.32	0.00	
8/30/2001	Microsoft Office Software	6,598.04	6,598.04	0.00	Insight
8/30/2001	Consumer Mini-DV Camcorder	945.08	945.08	0.00	Sony
8/30/2001	Consumer Mini-DV Camcorder	945.08	945.08	0.00	Sony
8/30/2001	Full Rack Width DVCPRO VTR	8,233.28	8,233.28	0.00	Panasonic
8/30/2001	Consumer Mini-DV Camcorder	945.08	945.08	0.00	Sony
9/14/2001	Marshall Electronics VR53P	1,976.35	1,976.35	0.00	
9/14/2001	Marshall Electronics VR53P	1,976.35	1,976.35	0.00	
9/14/2001	Marshall Electronics VR62P	1,976.35	1,976.35	0.00	
9/14/2001	Marshall Electronics VR62P	1,976.35	1,976.35	0.00	
9/14/2001	Libec LS35 Tripod System	808.33	808.33	0.00	
9/14/2001	Libec LS35 Tripod System	808.33	808.33	0.00	
9/14/2001	Marshall Electronics VR62P	1,976.35	1,976.35	0.00	
9/14/2001	Marshall Electronics VR62P	1,976.35	1,976.35	0.00	
9/14/2001	Libec LS35 Tripod System	808.33	808.33	0.00	
9/14/2001	Libec LS35 Tripod System	808.33	808.33	0.00	
9/20/2001	Byteware Computer & Monitor	3,499.51	3,499.51	0.00	
9/20/2001	FIELD AUDIO MIXER	1,286.99	1,286.99	0.00	
9/20/2001	FIELD AUDIO MIXER	1,287.00	1,287.00	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
9/20/2001	Screenroom Sound System	1,958.19	1,958.19	0.00	
9/20/2001	FIELD AUDIO MIXER	1,286.99	1,286.99	0.00	
9/20/2001	FIELD AUDIO MIXER	1,286.99	1,286.99	0.00	
10/5/2001	Full Rack Width DVCAM VTR	4,954.89	4,954.89	0.00	Sony DSR 1500
10/5/2001	Full Rack Width DVCAM VTR	4,954.89	4,954.89	0.00	Sony DSR 1500
10/5/2001	Extron SVS100 Seamless Switchr	2,864.40	2,864.40	0.00	
10/5/2001	Half Rack Width DVCPRO VTR	3,589.88	3,589.88	0.00	Panasonic AJD230
10/5/2001	Half Rack Width DVCPRO VTR	3,589.87	3,589.87	0.00	Panasonic AJD230
10/5/2001	Libec THLS-M20 Tripod System	988.02	988.02	0.00	Libec THLS-M20
10/5/2001	Libec THLS-M20 Tripod System	988.02	988.02	0.00	Libec THLS-M20
10/5/2001	Libec THLS-M20 Tripod System	988.02	988.02	0.00	Libec THLS-M20
10/5/2001	DVCAM Digital Camcorder w/Peli	3,483.34	3,483.34	0.00	Sony DSR PD150
10/5/2001	Sony DSR PD150 DVCam	3,483.34	3,483.34	0.00	Sony DSR PD150
10/5/2001	DVCAM Digital Camcorder w/Peli	3,672.79	3,672.79	0.00	Sony DSR PD150
10/5/2001	Sony PD150 DVCam w/Pelican Cas	3,672.79	3,672.79	0.00	Sony DSR PD150
10/5/2001	Canare R300L Cable Wheels	829.06	829.06	0.00	
10/5/2001	Extron SVS100 Seamless Switchr	2,864.40	2,864.40	0.00	
10/5/2001	Half Rack Width DVCPRO VTR	3,589.88	3,589.88	0.00	Panasonic AJD230
10/5/2001	Canare R300L Cable Wheels	829.06	829.06	0.00	
10/12/2001	Access Licenses	1,269.38	1,269.38	0.00	
10/16/2001	Compix CG	4,687.47	4,687.47	0.00	
10/19/2001	Hard Drive Duplicator	4,206.71	4,206.71	0.00	
10/19/2001	Compix Media Custom CG System	5,400.05	5,400.05	0.00	
10/19/2001	Compix Media Custom CG System	5,400.05	5,400.05	0.00	
10/19/2001	LEITCH DPS2350	2,994.72	2,994.72	0.00	
10/19/2001	Half Rack Width DVCPRO VTR w/F	4,065.40	4,065.40	0.00	Panasonic AJD250FW
10/19/2001	Half Rack Width DVCPRO VTR w/F	4,065.40	4,065.40	0.00	Panasonic AJD250FW
11/6/2001	Doorphone Controller	549.50	549.50	0.00	
11/7/2001	Quickset Hercules Tripd w/Elev	1,314.90	1,314.90	0.00	
11/7/2001	Quickset Hercules Tripd w/Elev	1,314.90	1,314.90	0.00	
11/7/2001	MSL 4000A	12,974.58	12,974.58	0.00	
11/16/2001	Hard Drives 60 GB 7200RPM (18)	3,260.60	3,260.60	0.00	
11/16/2001	Netware 6 Upgrade	4,054.49	4,054.49	0.00	
11/16/2001	Ext DAT Drive 20/40 GB	1,028.20	1,028.20	0.00	
11/30/2001	Belden Blue	1,247.91	1,247.91	0.00	
11/30/2001	Belden Red	1,247.91	1,247.91	0.00	
12/3/2001	Porta Com Waianae	1,989.59	1,989.59	0.00	
12/3/2001	Porta Com Kahuku	1,989.59	1,989.59	0.00	
12/7/2001	Veritas Backup Exec. Software	2,239.61	2,239.61	0.00	
12/14/2001	Replace Louis Vuitton AC	36,378.00	9,016.68	27,361.32	
12/14/2001	Final Cut Pro	1,979.13	1,979.13	0.00	
12/14/2001	CPD G520 Monitor	715.52	715.52	0.00	
12/21/2001	Learnkey Microsoft Training	589.68	589.68	0.00	
12/21/2001	Final Cut Pro Spare Drives(19)	2,967.74	2,967.74	0.00	
12/21/2001	TMS Rack Mount Case	1,257.66	1,257.66	0.00	
12/30/2001	Audio Tech Wireless Mics (16)	4,630.72	4,630.72	0.00	
12/30/2001	Smart UPS 1400	856.54	856.54	0.00	
12/30/2001	Replace Edit Bay Doors	13,044.20	3,232.92	9,811.28	
12/30/2001	Final Cut Pro G4	1,770.81	1,770.81	0.00	
12/31/2001	RTS Intercom System	3,475.53	3,475.53	0.00	
12/31/2001	RTS Intercom System	3,475.53	3,475.53	0.00	
12/31/2001	Sony 18 in. Monitor	1,249.96	1,249.96	0.00	
12/31/2001	Anchor MPA51000P Liberty Extrm	2,688.52	2,688.52	0.00	
12/31/2001	Grass Valley Profile Drives	1,633.33	1,633.33	0.00	
12/31/2001	Grass Valley Profile Drives	1,633.32	1,633.32	0.00	
1/31/2002	Compaq Proliant Server DL320	2,652.31	2,652.31	0.00	
2/8/2002	Proxy Server Software	779.95	779.95	0.00	
2/8/2002	Open File Option Backup	744.45	744.45	0.00	
2/8/2002	Camera Riser	1,179.16	1,179.16	0.00	
2/21/2002	DaLite Concord 32 in. Veneer	3,092.30	3,092.30	0.00	
3/8/2002	Seagate Hard Drives (30)	4,529.84	4,529.84	0.00	
4/18/2002	Full Rack-Width DVCAM VTR w/Ra	4,886.61	4,886.61	0.00	
4/18/2002	Final Cut Pro	1,698.72	1,698.72	0.00	
4/18/2002	Final Cut Pro	1,698.71	1,698.71	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
4/18/2002	Satellite Receiving System	12,760.80	12,760.80	0.00	
4/18/2002	Full Rack-Width DVCAM VTR w/Ra	4,886.61	4,886.61	0.00	
4/18/2002	Full Rack-Width DVCAM VTR w/Ra	4,886.61	4,886.61	0.00	
4/18/2002	Full Rack-Width DVCAM VTR w/Ra	4,886.61	4,886.61	0.00	
4/18/2002	Sony PVM 14M2U Color Monitor	949.53	949.53	0.00	
4/18/2002	Sony PVM 14M2U Color Monitor	949.53	949.53	0.00	
4/18/2002	Compact DVCAM Deck	2,071.26	2,071.26	0.00	
4/18/2002	Sony PVM 14M2U Color Monitor	949.53	949.53	0.00	
4/18/2002	Sony PVM 14M2U Color Monitor	949.53	949.53	0.00	
4/18/2002	Compact DVCAM Deck	2,071.26	2,071.26	0.00	
4/18/2002	Compact DVCAM Deck	2,071.26	2,071.26	0.00	
4/26/2002	IDX E50 Endura Lion Batt (16)	4,925.12	4,925.12	0.00	
4/26/2002	IDX E50 Endura Lion Batt (4)	1,231.28	1,231.28	0.00	
4/26/2002	IDX E50 Endura Lion Batt (4)	1,231.28	1,231.28	0.00	
4/26/2002	IDX VL4S Endura Charger	1,220.62	1,220.62	0.00	
4/26/2002	IDX VL4S Endura Charger	1,220.62	1,220.62	0.00	
4/26/2002	IDX VL4S Endura Charger	1,220.62	1,220.62	0.00	
4/26/2002	IDX VL4S Endura Charger	1,220.62	1,220.62	0.00	
4/26/2002	Videotek Waveform	2,553.31	2,553.31	0.00	
4/26/2002	Videotek Waveform	2,553.31	2,553.31	0.00	
4/26/2002	Videotek VSM 61 Vectorscope	2,415.93	2,415.93	0.00	
4/26/2002	Lowel 01-93 Omni Kit	1,264.48	1,264.48	0.00	
4/26/2002	Videotek VSM 61 Vectorscope	2,415.93	2,415.93	0.00	
4/26/2002	IDX Endura Charger	1,220.62	1,220.62	0.00	
4/26/2002	IDX Endura Charger	1,220.62	1,220.62	0.00	
5/10/2002	DPS/Leitch DPS235D Dual TBC	3,150.89	3,150.89	0.00	
5/10/2002	DPS/Leitch DPS235D Dual TBC	3,150.89	3,150.89	0.00	
5/10/2002	Shure FP Audio DA w/ Rack	517.92	517.92	0.00	
5/10/2002	Shure FP Audio DA w/ Rack	517.92	517.92	0.00	
5/10/2002	AKG 201 A/2 Mic Stand	774.80	774.80	0.00	201A/2, 211/2
5/10/2002	Lectrosonics UM/UCR 190	1,910.68	1,910.68	0.00	
5/10/2002	Lectrosonics UM/UCR 190	1,910.68	1,910.68	0.00	
5/24/2002	Compix Media Stand Alone CG	5,400.01	5,400.01	0.00	
5/24/2002	Compix Media Stand Alone CG	5,400.01	5,400.01	0.00	
6/7/2002	Leitch Router Video (2)	900.24	900.24	0.00	
6/7/2002	Full Rack Width DVCPRO VTR	6,536.64	6,536.64	0.00	
6/7/2002	Edit Controller	2,394.57	2,394.57	0.00	
6/7/2002	Horita Video DA (2)	416.47	416.47	0.00	
6/7/2002	Half Rack Width DVCPRO VTR	3,752.50	3,752.50	0.00	
6/7/2002	CTX 17.4 in. LCD Monitor	676.03	676.03	0.00	
6/28/2002	2002 Chevy Astro Van	22,462.17	22,462.17	0.00	
6/28/2002	2002 Chevy Astro Van	21,804.88	21,804.88	0.00	
7/2/2002	Storage Container	8,300.00	8,300.00	0.00	
7/17/2002	Air Condition	2,620.06	610.40	2,009.66	
7/26/2002	Spider Pod Package	2,867.98	2,867.98	0.00	
7/26/2002	Spider Pod Package	2,867.98	2,867.98	0.00	
7/26/2002	VR82P Dual LCD Monitor	1,500.71	1,500.71	0.00	Marshall Electronics
7/26/2002	VR82P Dual LCD Monitor	1,500.71	1,500.71	0.00	Marshall Electronics
7/26/2002	Spider Pod Package	2,867.98	2,867.98	0.00	
7/26/2002	Spider Pod Package	2,867.98	2,867.98	0.00	
7/26/2002	Spider Pod Package	2,867.98	2,867.98	0.00	
7/26/2002	Spider Pod Package	2,867.98	2,867.98	0.00	
7/26/2002	JBL Powered Spkrs w/ Brackets	874.34	874.34	0.00	EON10G2
7/26/2002	JBL Powered Speakers	997.47	997.47	0.00	EON15G2
7/26/2002	JBL Powered Speakers	997.47	997.47	0.00	EON15G2
7/26/2002	Field Audio Mixer	1,347.03	1,347.03	0.00	
7/26/2002	VR44P 4 in. LCD Monitors	1,445.94	1,445.94	0.00	Marshall Electronics
7/26/2002	VR82P Dual LCD Monitor	1,500.71	1,500.71	0.00	Marshall Electronics
7/26/2002	Interval Video Switcher (2)	745.10	745.10	0.00	Kramer
7/26/2002	JBL Powered Spkrs w/ Brackets	874.34	874.34	0.00	EON10G2
8/2/2002	APC3RA 300VA UPS	1,590.24	1,590.24	0.00	
8/2/2002	APC3RA 300VA UPS	1,590.23	1,590.23	0.00	
8/2/2002	Mid Atlantic D5 Drawers (2)	341.21	341.21	0.00	
8/2/2002	Horita VDA50 w/ rackmount	316.00	316.00	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
8/2/2002	Quickset Tripod w/ elevator	1,365.70	1,365.70	0.00	
8/2/2002	Quickset Tripod w/ elevator	1,365.70	1,365.70	0.00	
8/2/2002	Quickset Tripod w/ elevator	1,365.71	1,365.71	0.00	
8/2/2002	Waianae Security Alarm System	1,257.00	1,257.00	0.00	
8/30/2002	Anvil Shockmount Case	1,350.31	1,350.31	0.00	
8/30/2002	Anvil Shockmount Case	1,350.31	1,350.31	0.00	
8/30/2002	Full Rack Width DVCPRO VTR	6,760.00	6,760.00	0.00	
8/30/2002	Magni Scan Converter	3,336.55	3,336.55	0.00	
8/30/2002	Magni Scan Converter	3,336.55	3,336.55	0.00	
8/30/2002	Magni Scan Converter	3,336.55	3,336.55	0.00	
9/13/2002	Clean Surfce & Apply Seal Coat	7,100.00	1,623.19	5,476.81	
9/13/2002	Pkg Garage - Oil Spots Removal	4,000.00	914.85	3,085.15	
9/13/2002	Asphalt Resurfacing	7,500.00	1,715.21	5,784.79	
9/13/2002	Remove, Recompact Base & Pave	13,900.00	3,177.90	10,722.10	
9/17/2002	Comp Desks & Chairmasters (21)	5,458.65	5,458.65	0.00	
9/20/2002	Digital Switcher with Effects	24,591.53	24,591.53	0.00	
9/20/2002	Sony PVM8040 8 inch Monitor	576.54	576.54	0.00	PVM 8040
9/20/2002	Sony PVM8040 8 inch Monitor	576.54	576.54	0.00	PVM 8040
9/20/2002	Sony PVM8040 8 inch Monitor	576.54	576.54	0.00	PVM 8040
9/20/2002	Sony PVM8040 8 inch Monitor	576.54	576.54	0.00	PVM 8040
9/20/2002	High Density Media Storage Sys	26,102.96	26,102.96	0.00	
9/20/2002	Panasonic Air Condition	312.49	312.49	0.00	Panasonic CWXC122VU
9/20/2002	UPS (3)	603.98	603.98	0.00	
9/20/2002	Digital Switcher with Effects	24,591.53	24,591.53	0.00	
10/17/2002	Front Door Deadbolt Lock	2,462.48	557.56	1,904.92	
10/25/2002	FCP Computer Carts (10)	1,702.50	1,702.50	0.00	
10/25/2002	FCP Computer Carts (4)	681.00	681.00	0.00	
10/25/2002	FCP Computer Carts	170.14	170.14	0.00	
11/15/2002	Lowel 01-93 Omni Light Kit	1,264.48	1,264.48	0.00	
11/15/2002	Lowel 01-93 Omni Light Kit	1,264.48	1,264.48	0.00	
11/15/2002	Lowel 01-93 Omni Light Kit	1,264.48	1,264.48	0.00	
11/15/2002	Battery Info Lith L Series (6)	561.60	561.60	0.00	
11/15/2002	AC Adaptor/Charger LSeries (2)	187.20	187.20	0.00	
11/22/2002	Power Supply 700VA (9)	758.17	758.17	0.00	
11/22/2002	Viewsonic 17 inch monitors	562.22	562.22	0.00	
11/22/2002	Viewsonic 17 inch monitors	562.20	562.20	0.00	
11/27/2002	Sony DSR PD150	3,436.47	3,436.47	0.00	
11/27/2002	Sony DSR PD150	3,436.47	3,436.47	0.00	
11/27/2002	Libec LS35 Tripods	808.33	808.33	0.00	
11/27/2002	Libec LS35 Tripods	808.33	808.33	0.00	
11/27/2002	Sony DSR PD150	3,436.47	3,436.47	0.00	
11/27/2002	Sony DSR PD150	3,436.47	3,436.47	0.00	
11/27/2002	Libec LS35 Tripods	808.33	808.33	0.00	
11/27/2002	Libec LS35 Tripods	808.33	808.33	0.00	
12/6/2002	Xstream Broadcast Server	11,797.76	11,797.76	0.00	
12/6/2002	Seagate 60 GB Hard Drive (12)	1,312.50	1,312.50	0.00	
12/6/2002	Seagate 60 GB Hard Drive (10)	1,093.75	1,093.75	0.00	
12/6/2002	Compaq Notebook	2,193.36	2,193.36	0.00	
12/6/2002	Workstation Computer	1,012.27	1,012.27	0.00	
12/6/2002	Workstation Computer	1,012.26	1,012.26	0.00	
12/6/2002	Workstation Computer	1,012.26	1,012.26	0.00	
12/13/2002	Access Control Doors	8,130.00	1,806.48	6,323.52	
12/13/2002	Apple PowerMac G4	2,856.08	2,856.08	0.00	
12/13/2002	Apple Emac	1,131.20	1,131.20	0.00	
12/13/2002	Zip Drives (2)	208.18	208.18	0.00	
12/20/2002	Electrovoice RE50 Mic (2)	454.93	454.93	0.00	
12/20/2002	Shure MX185 Microphone (2)	381.72	381.72	0.00	
12/20/2002	Sennheiser ME66/K6 Shotgun Mic	498.14	498.14	0.00	
12/20/2002	Sennheiser ME66/K6 Shotgun Mic	498.14	498.14	0.00	
12/20/2002	Wide Angel Lens & Filter (4)	1,300.40	1,300.40	0.00	Sony VCLHG0758 & VF58CPKS
12/20/2002	Compact DVCAM VTR	2,112.50	2,112.50	0.00	
12/20/2002	Compact DVCAM VTR	2,112.50	2,112.50	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
12/20/2002	Compact DVCAM VTR	2,112.50	2,112.50	0.00	
12/20/2002	Sony PVM 14M2U Monitor	972.92	972.92	0.00	
12/20/2002	Sony PVM 14M2U Monitor	972.92	972.92	0.00	
12/20/2002	Sony PVM 14M2U Monitor	972.92	972.92	0.00	
12/20/2002	Lectronics UM190/UCR190 System	1,721.00	1,721.00	0.00	
12/20/2002	Lectronics UM190/UCR190 System	1,721.00	1,721.00	0.00	
12/20/2002	Portable Field Mixer	1,400.00	1,400.00	0.00	
12/20/2002	Portable Field Mixer	1,400.00	1,400.00	0.00	
12/27/2002	Cherry Desk	1,249.47	1,249.47	0.00	
12/27/2002	Cherry Desk	1,249.47	1,249.47	0.00	
12/27/2002	Cherry Desk	1,249.47	1,249.47	0.00	
12/27/2002	Cherry Desk	1,249.47	1,249.47	0.00	
12/30/2002	Replace AC Unit #5	23,143.00	5,142.80	18,000.20	
12/30/2002	Sony ECM 77B Lav Mic (2)	564.58	564.58	0.00	
12/30/2002	Sony PD150 Hard Carry Cs (4)	728.00	728.00	0.00	
12/30/2002	Sony 13 inch Vega Color TV	340.08	340.08	0.00	
12/30/2002	Sony 24 inch Vega Color TV	343.20	343.20	0.00	
12/30/2002	Sony 14 inch Monitor	600.00	600.00	0.00	
12/31/2002	External Hard Drives (12)	2,348.33	2,348.33	0.00	
12/31/2002	External Hard Drives (15)	2,671.39	2,671.39	0.00	
12/31/2002	External Hard Drives (15)	2,671.39	2,671.39	0.00	
12/31/2002	Kramer Matrix AV Switcher	789.78	789.78	0.00	
12/31/2002	Kramer Matrix AV Switcher	789.78	789.78	0.00	
12/31/2002	Kramer Matrix AV Switcher	789.79	789.79	0.00	
12/31/2002	Compix Media CG Systems	5,399.99	5,399.99	0.00	
12/31/2002	Compix Media CG Systems	5,399.99	5,399.99	0.00	
12/31/2002	Canopus ADVC100 Media (2)	658.32	658.32	0.00	
12/31/2002	Van Den Bergh 2-9 in Cable (2)	935.32	935.32	0.00	
12/31/2002	Flexfill Light Reflect (2)	196.72	196.72	0.00	
12/31/2002	Leitch XPR Control Panel (2)	312.52	312.52	0.00	
12/31/2002	Sony 27 inch Vega Color TV	478.96	478.96	0.00	
12/31/2002	Sony Data Projector	1,974.99	1,974.99	0.00	VPL CS5
12/31/2002	Sony SLVD100 DVD/VHS Combo (2)	477.37	477.37	0.00	
12/31/2002	Sony SLV N55 VHS (4)	378.54	378.54	0.00	
12/31/2002	Volunteer Display Case	545.02	545.02	0.00	
12/31/2002	Volunteer Display Case	545.02	545.02	0.00	
1/31/2003	Sony DSR-11 DVCam Deck	2,199.98	2,199.98	0.00	
1/31/2003	Compact DVCAM VTR	2,199.98	2,199.98	0.00	
1/31/2003	Apple Emac G4	1,131.20	1,131.20	0.00	
1/31/2003	Apple Emac G4	1,131.20	1,131.20	0.00	
1/31/2003	Apple Emac G4	1,131.20	1,131.20	0.00	
1/31/2003	Apple Emac G4	1,131.19	1,131.19	0.00	
1/31/2003	Apple Emac G4	1,131.19	1,131.19	0.00	
1/31/2003	Apple Emac G4	1,131.20	1,131.20	0.00	
1/31/2003	Apple Emac G4	1,131.20	1,131.20	0.00	
1/31/2003	Apple Emac G4	1,131.20	1,131.20	0.00	
1/31/2003	Apple Emac G4	1,131.20	1,131.20	0.00	
1/31/2003	PC133 SDRAM 512 MB (10)	624.89	624.89	0.00	
1/31/2003	Compact DVCAM VTR	2,199.98	2,199.98	0.00	
1/31/2003	Compact DVCAM VTR	2,199.98	2,199.98	0.00	
1/31/2003	Compact DVCAM VTR	2,199.98	2,199.98	0.00	
1/31/2003	Compact DVCAM VTR	2,199.98	2,199.98	0.00	
1/31/2003	Compact DVCAM VTR	2,199.98	2,199.98	0.00	
1/31/2003	Compact DVCAM VTR	2,199.98	2,199.98	0.00	
2/6/2003	Half Rack Width DVCPRO VTR	4,760.39	4,760.39	0.00	
2/6/2003	Half Rack Width DVCPRO VTR	4,760.38	4,760.38	0.00	
2/6/2003	Speed Bumps	522.29	114.24	408.05	
2/14/2003	Barcode Scanner	1,443.37	1,443.37	0.00	
2/15/2003	Richo Scanner	6,437.20	6,437.20	0.00	
2/21/2003	Fabric Task Chairs (15)	1,388.90	1,388.90	0.00	
2/21/2003	Apple Emac Computer	2,392.45	2,392.45	0.00	
2/21/2003	Apple Emac Computer	2,392.45	2,392.45	0.00	
2/27/2003	Garage Door System w/ Timer	7,037.45	1,534.08	5,503.37	
5/2/2003	Garage Dr Sys - Sensor Replace	876.27	185.13	691.14	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
5/2/2003	Cherry Desk	1,027.70	1,027.70	0.00	
5/2/2003	Cherry Desk	1,027.70	1,027.70	0.00	
5/2/2003	Cherry File Cabinet 2 drawer	656.60	656.60	0.00	
5/2/2003	Modular Series Console (Gray)	3,095.64	3,095.64	0.00	
5/9/2003	Air Duct - Studio Lobby Area	820.01	173.25	646.76	
5/9/2003	Media Ctr Office - New Walls	975.00	205.92	769.08	
5/9/2003	Compact DVCAM VTR	2,112.48	2,112.48	0.00	Sony
5/9/2003	IDX Battery System	2,522.48	2,522.48	0.00	
5/9/2003	Lowel Omni 3 Kit	1,264.05	1,264.05	0.00	
5/9/2003	IDX E-50 Endura Batteries	1,709.92	1,709.92	0.00	
5/9/2003	IDX E-50 Endura Batteries	1,709.92	1,709.92	0.00	
5/9/2003	Elmo EV-2000 AF Video Presentr	1,453.12	1,453.12	0.00	
5/9/2003	Compact DVCAM VTR	2,112.49	2,112.49	0.00	Sony
5/9/2003	Lowel Omni 3 Kit	1,264.05	1,264.05	0.00	
5/9/2003	IDX VL-4S Simultaneous Charger	812.49	812.49	0.00	
5/9/2003	IDX VL-4S Simultaneous Charger	812.49	812.49	0.00	
5/9/2003	IDX VL-4S Simultaneous Charger	812.49	812.49	0.00	
5/9/2003	IDX VL-4S Simultaneous Charger	812.49	812.49	0.00	
5/16/2003	Lectrosonic Wireless Mic w/case	1,910.66	1,910.66	0.00	
5/16/2003	Lectrosonic Wireless Mic w/case	1,910.67	1,910.67	0.00	
5/23/2003	Belden 8281F Cables Reel	687.99	687.99	0.00	
5/23/2003	Belden 8281F Cables Reel	687.99	687.99	0.00	
5/23/2003	Belden 8281F Cables Reel	687.99	687.99	0.00	
5/23/2003	Belden 8281F Cables Reel	687.99	687.99	0.00	
5/23/2003	Belden 8281F Cables Reel	687.99	687.99	0.00	
5/23/2003	Belden 8281F Cables Reel	687.99	687.99	0.00	
5/23/2003	Belden 8281F Cables Reel	688.00	688.00	0.00	
5/23/2003	Belden 8281F Cables Reel	688.00	688.00	0.00	
5/23/2003	Panasonic DVD Video Recorder	897.01	897.01	0.00	Panasonic
5/23/2003	Panasonic DVD Video Recorder	897.01	897.01	0.00	Panasonic
5/23/2003	Microsoft Project 2002 CD	633.78	633.78	0.00	
5/23/2003	HP Laserjet 1300N Printer	624.97	624.97	0.00	Hewlett Packard
5/30/2003	Sony RMC950 Remote Control (4)	1,408.72	1,408.72	0.00	Sony
6/20/2003	Portable Light Kit w/ stands	2,984.35	2,984.35	0.00	
6/20/2003	Portable Light Kit w/ stands	2,984.36	2,984.36	0.00	
6/20/2003	Portable Light Kit w/ stands	2,984.36	2,984.36	0.00	
6/20/2003	Fire Alarm System	634.08	132.30	501.78	
6/27/2003	Lowel 01-93 Omni Light Kit	1,248.88	1,248.88	0.00	
6/27/2003	Libec LS-35 Tripod w/ case	716.14	716.14	0.00	
6/27/2003	Libec LS-35 Tripod w/ case	716.14	716.14	0.00	
6/27/2003	Tecnec SKB19 Case	941.65	941.65	0.00	
6/27/2003	Shure FP-33 Audio Mixer	1,439.16	1,439.16	0.00	
6/27/2003	Shure FP-411 Audio Mixer	1,322.91	1,322.91	0.00	
6/27/2003	Shure FP-411 Audio Mixer	1,322.91	1,322.91	0.00	
6/27/2003	Lowel 01-93 Omni Light Kit	1,248.88	1,248.88	0.00	
6/27/2003	Lowel 01-93 Omni Light Kit	1,248.88	1,248.88	0.00	
6/27/2003	Extron SVS100 Switcher	2,806.07	2,806.07	0.00	
6/27/2003	Lowel 01-93 Omni Light Kit	1,248.87	1,248.87	0.00	
6/27/2003	Libec LS-35 Tripod w/ case	716.15	716.15	0.00	
6/27/2003	Libec LS-35 Tripod w/ case	716.14	716.14	0.00	
7/11/2003	Photoshop Software	3,112.00	3,112.00	0.00	
7/11/2003	Pagemaker Software	2,562.96	2,562.96	0.00	
7/18/2003	Elevator Repair	17,679.56	3,664.66	14,014.90	
7/18/2003	HVAC Unit #3	3,285.00	680.94	2,604.06	
7/25/2003	Elite P4 CPU	2,166.80	2,166.80	0.00	
7/25/2003	Compix Media CG Sys w/Gorilla	9,329.14	9,329.14	0.00	
7/25/2003	Extron Seamless Video Switcher	2,806.07	2,806.07	0.00	
7/25/2003	Canare R300S Cable Reel	1,406.74	1,406.74	0.00	
7/25/2003	Belden 8281F - Bk Cable	693.69	693.69	0.00	
7/25/2003	Half Rack Width DVCPRO VTR	4,356.49	4,356.49	0.00	
7/25/2003	Half Rack Width DVCPRO VTR	4,356.48	4,356.48	0.00	
8/1/2003	DVCAM Digital Camcorder	2,017.69	2,017.69	0.00	
8/1/2003	DVCAM Digital Camcorder	2,017.69	2,017.69	0.00	
8/1/2003	DVCAM Digital Camcorder	2,017.69	2,017.69	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
8/1/2003	Sony LMD530 Triple LCD Monitor	1,453.92	1,453.92	0.00	
8/1/2003	Sony VPL-CS2 Projector	1,508.71	1,508.71	0.00	
8/1/2003	Sony LMD 720W LCD Monitor	1,760.40	1,760.40	0.00	
8/1/2003	Sony LMD 720W LCD Monitor	1,760.40	1,760.40	0.00	
8/1/2003	Compact DVCAM VTR	1,637.49	1,637.49	0.00	
8/1/2003	Compact DVCAM VTR	1,637.49	1,637.49	0.00	
8/1/2003	Sony PVM 14L2 NTSC Monitor	1,045.82	1,045.82	0.00	
8/1/2003	Sony PVM 14L2 NTSC Monitor	1,045.82	1,045.82	0.00	
8/1/2003	Sony UWPC1/6264 Wireless w/cas	424.42	424.42	0.00	
8/1/2003	Sony UWPC1/6264 Wireless w/cas	424.42	424.42	0.00	
8/1/2003	Compact DVCAM VTR	1,637.49	1,637.49	0.00	
8/1/2003	Sony UWPC1/RMC	894.01	894.01	0.00	
8/1/2003	Sony ECM77B Omni Direct Mic 4	1,229.16	1,229.16	0.00	
8/8/2003	Sony PVM 14L2 NTSC Monitor	1,045.83	1,045.83	0.00	
8/8/2003	Sony PVM 14L2 NTSC Monitor	1,045.83	1,045.83	0.00	
8/8/2003	Compact DVCAM VTR	1,637.49	1,637.49	0.00	
8/8/2003	Compact DVCAM VTR	1,637.49	1,637.49	0.00	
8/22/2003	PowerMac G4	2,841.15	2,841.15	0.00	
8/22/2003	PowerMac G4	2,841.15	2,841.15	0.00	
8/29/2003	TecNec Porta Com 60 FC	2,135.40	2,135.40	0.00	
8/29/2003	Elite System PC	1,079.39	1,079.39	0.00	
8/29/2003	Elite System PC	1,079.39	1,079.39	0.00	
9/12/2003	External Hard Drives (18)	2,981.23	2,981.23	0.00	
9/19/2003	Feather Pack Drawers	653.15	653.15	0.00	
9/19/2003	Samsung 17 inch monitor	460.07	460.07	0.00	
9/19/2003	Samsung 17 inch monitor	460.07	460.07	0.00	
9/19/2003	Samsung 17 inch monitor	460.07	460.07	0.00	
9/19/2003	Samsung 17 inch monitor	460.07	460.07	0.00	
10/2/2003	Lowel 01-93 Omni Light Kit	1,248.59	1,248.59	0.00	
10/2/2003	Extron SVS-100 Switcher	2,806.26	2,806.26	0.00	
10/2/2003	Extron SVS-100 Switcher	2,806.26	2,806.26	0.00	
10/2/2003	Extron SVS-100 Switcher	2,806.26	2,806.26	0.00	
10/2/2003	Compix Media CG Sys w/ Gorilla	9,329.14	9,329.14	0.00	
10/2/2003	Libec LS-35M Tripod w/ case	687.50	687.50	0.00	
10/2/2003	Libec LS-35M Tripod w/ case	687.50	687.50	0.00	
10/2/2003	Field Audio Mixer	1,323.44	1,323.44	0.00	
10/2/2003	Field Audio Mixer	1,323.44	1,323.44	0.00	
10/2/2003	Field Audio Mixer	1,439.16	1,439.16	0.00	
10/2/2003	DVCAM Digital Camcorder	2,017.18	2,017.18	0.00	
10/2/2003	DVCAM Digital Camcorder	2,017.18	2,017.18	0.00	
10/10/2003	Portacom COM60FC 6 Station Int	2,135.40	2,135.40	0.00	
10/10/2003	Tecnec SKB 19 - 8U Case (3)	1,046.88	1,046.88	0.00	
10/10/2003	Tecnec SKB 19 - 10U Case (3)	1,003.11	1,003.11	0.00	
10/10/2003	Tecnec SKB 19 - 12U Case (3)	1,178.13	1,178.13	0.00	
10/10/2003	2003 Chevy Astro Van	23,383.84	23,383.84	0.00	
10/17/2003	Inverter Battery System	1,258.19	1,258.19	0.00	
10/17/2003	Inverter Battery System	1,258.19	1,258.19	0.00	
10/17/2003	Equitech ET2R 200 Amp Pwr Cond	2,043.74	2,043.74	0.00	
10/24/2003	Sony LMD440 Quadruple LCD Moni	1,378.12	1,378.12	0.00	
10/24/2003	Sony LMD530 Triple LCD Monitor	1,453.92	1,453.92	0.00	
10/24/2003	Sony LMD530 Triple LCD Monitor	1,453.92	1,453.92	0.00	
10/24/2003	Sony LMD530 Triple LCD Monitor	1,453.92	1,453.92	0.00	
10/24/2003	Sony LMD 720W Dual LCD Monitor	1,760.41	1,760.41	0.00	
10/24/2003	Sony LMD 720W Dual LCD Monitor	1,760.41	1,760.41	0.00	
10/24/2003	Sony LMD 720W Dual LCD Monitor	1,760.41	1,760.41	0.00	
10/24/2003	Sony LMD 720W Dual LCD Monitor	1,760.40	1,760.40	0.00	
10/24/2003	Sony LMD 720W Dual LCD Monitor	1,760.40	1,760.40	0.00	
10/24/2003	Sony LMD 720W Dual LCD Monitor	1,760.40	1,760.40	0.00	
10/24/2003	Sony LMD 720W Dual LCD Monitor	1,760.40	1,760.40	0.00	
10/31/2003	Canare R300S Reel (2)	652.21	652.21	0.00	
10/31/2003	Half Rack Width DVCPRO VTR w/F	4,370.40	4,370.40	0.00	
10/31/2003	Half Rack Width DVCPRO VTR w/F	4,370.40	4,370.40	0.00	
10/31/2003	Cyclorama	19,914.04	19,914.04	0.00	
10/31/2003	Belden 8281F - Bk Coaxial	719.87	719.87	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
11/7/2003	Pioneer DVD 4700 w/RS422 Conv	1,453.12	1,453.12	0.00	
11/7/2003	Pioneer DVD 4700 w/RS422 Conv	1,453.12	1,453.12	0.00	
11/14/2003	Equitech ET2R 200 Amp Pwr Cond	2,043.74	2,043.74	0.00	
11/21/2003	Air Condition	3,228.52	3,228.52	0.00	
11/26/2003	Dell Power Edge Server w/Backu	9,300.00	9,300.00	0.00	Dell
12/5/2003	Novell Groupwise 6.5 Upgrade	4,342.30	4,342.30	0.00	
12/5/2003	Dr Cork Board Alum	555.89	555.89	0.00	
12/5/2003	Dr Cork Board Alum	555.89	555.89	0.00	
12/5/2003	Portacom Com 60FC Intercom Sys	2,135.40	2,135.40	0.00	
12/19/2003	Marshall VR171P63 LCD Monitor	4,500.00	4,500.00	0.00	
12/19/2003	Samsung 19 in LCD Monitor	654.15	654.15	0.00	
12/19/2003	Samsung 19 in LCD Monitor	654.15	654.15	0.00	
12/19/2003	Samsung 19 in LCD Monitor	654.15	654.15	0.00	
12/19/2003	CPU	987.44	987.44	0.00	D865 Perl
12/19/2003	CPU	987.44	987.44	0.00	D865 Perl
12/19/2003	CPU	987.44	987.44	0.00	D865 Perl
12/19/2003	CPU	987.44	987.44	0.00	D865 Perl
12/19/2003	CPU	987.45	987.45	0.00	
12/19/2003	Samsung 19 in LCD Monitor	654.15	654.15	0.00	
12/19/2003	Samsung 19 in LCD Monitor	654.15	654.15	0.00	
12/19/2003	Samsung 19 in LCD Monitor	654.13	654.13	0.00	
12/19/2003	CPU, LCC Host	729.11	729.11	0.00	
12/26/2003	Mackie 1604VLZ Pro Audio Mixer	1,059.31	1,059.31	0.00	
12/27/2003	Panasonic AG-VE70 Option Board	2,415.14	2,415.14	0.00	
12/27/2003	Security Camera System	940.30	940.30	0.00	
12/27/2003	Integrated Digital Switcher	5,729.13	5,729.13	0.00	Panasonic
12/27/2003	Digital Video Switcher	25,651.18	25,651.18	0.00	
12/29/2003	Piping for Coffee Machine	803.61	158.24	645.37	
12/30/2003	Leitch DPS575AV Digi Proc Sync	7,446.49	7,446.49	0.00	
12/30/2003	Lowel 01-93 Omni 3 Light Kit	2,735.40	2,735.40	0.00	
12/30/2003	Field Audio Mixer	1,416.66	1,416.66	0.00	
12/30/2003	Sony DSC P92 Camera System	639.00	639.00	0.00	
2/10/2004	Firewire Drives,NL System (30)	5,761.39	5,761.39	0.00	
2/10/2004	Firewire Drives,NL System (15)	2,567.69	2,567.69	0.00	
2/10/2004	Firewire Drives,NL System (10)	1,812.49	1,812.49	0.00	
2/10/2004	Firewire Drives,NL System (15)	2,567.69	2,567.69	0.00	
2/10/2004	Firewire Drives,NL System (15)	2,567.69	2,567.69	0.00	
2/12/2004	Sony UWPC1/6264 Lav Mic System	384.08	384.08	0.00	
2/12/2004	Sony UWPC1/6264 Lav Mic System	384.08	384.08	0.00	
2/19/2004	RTS Intercom Sys w/ Six BP319	4,155.70	4,155.70	0.00	
2/19/2004	Landscape Control Valve	670.00	128.70	541.30	
2/19/2004	Adobe Pagemaker v7.0.2 CD Win	540.91	540.91	0.00	
2/19/2004	Finance Server	7,506.43	7,506.43	0.00	Compaq DL-380
2/20/2004	Powerbook CPU	2,587.52	2,587.52	0.00	
2/26/2004	ADC PPI 1226RS - 75N Vid Patch	956.18	956.18	0.00	
3/18/2004	Half Rack Width DVCPRO VTR	7,049.55	7,049.55	0.00	
3/18/2004	Half Rack Width DVCPRO VTR	7,049.55	7,049.55	0.00	
3/18/2004	Half Rack Width DVCPRO VTR	7,049.55	7,049.55	0.00	
3/18/2004	Half Rack Width DVCPRO VTR	7,049.55	7,049.55	0.00	
3/18/2004	Half Rack Width DVCPRO VTR	7,049.55	7,049.55	0.00	
3/24/2004	Edit Controller	2,130.07	2,130.07	0.00	
3/24/2004	Edit Controller	2,130.07	2,130.07	0.00	
3/24/2004	Edit Controller	2,130.07	2,130.07	0.00	
3/24/2004	Edit Controller	2,130.07	2,130.07	0.00	
3/24/2004	Edit Controller	2,130.08	2,130.08	0.00	
3/24/2004	Edit Controller	2,130.08	2,130.08	0.00	
4/1/2004	Sony CA50 Docking Adapter (5)	1,435.20	1,435.20	0.00	
4/1/2004	Compix Media Character Genertr	5,400.00	5,400.00	0.00	
4/1/2004	Pioneer DVD Recorder 210S (4)	1,374.96	1,374.96	0.00	
4/1/2004	Pioneer DVD Recorder 210S (10)	3,437.40	3,437.40	0.00	
4/1/2004	Pioneer DVD Recorder 210S (2)	687.48	687.48	0.00	
4/1/2004	Pioneer DVD Recorder 210S (2)	687.48	687.48	0.00	
4/15/2004	Full Rack Width DVCAM VTR	5,106.22	5,106.22	0.00	
4/15/2004	Full Rack Width DVCAM VTR	5,106.22	5,106.22	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
4/15/2004	Sony SDM-HS93/W 19 in LCD Moni	748.11	748.11	0.00	
4/15/2004	Full Rack Width DVCAM VTR	5,106.22	5,106.22	0.00	
4/22/2004	Portable DVD Player	729.16	729.16	0.00	DVD-LA95
4/29/2004	TSP-807 Transport T3200 Laptop	2,556.35	2,556.35	0.00	Transport T3200
5/7/2004	Finance Svr Smartups USB & APC	755.04	755.04	0.00	
5/7/2004	Digital Camera Head Pkg	11,893.31	11,893.31	0.00	
5/7/2004	Digital Camera Head Pkg	11,893.31	11,893.31	0.00	
5/7/2004	Digital Camera Head Pkg	11,893.31	11,893.31	0.00	
5/7/2004	Digital Camera Head Pkg	11,893.31	11,893.31	0.00	
5/7/2004	DVCAM Digital Camcorder w/ ca	2,943.00	2,943.00	0.00	
5/7/2004	DVCAM Digital Camcorder w/ ca	2,943.00	2,943.00	0.00	
5/7/2004	DVCAM Digital Camcorder w/ ca	2,943.00	2,943.00	0.00	
5/7/2004	DVCAM Digital Camcorder w/ ca	2,943.00	2,943.00	0.00	
5/7/2004	Full Rack Width DVCAM VTR	4,635.38	4,635.38	0.00	
5/7/2004	Full Rack Width DVCAM VTR	4,635.38	4,635.38	0.00	
5/7/2004	Full Rack Width DVCAM VTR	4,635.38	4,635.38	0.00	
5/7/2004	Full Rack Width DVCAM VTR	4,635.38	4,635.38	0.00	
5/7/2004	Sony PVM-14L2 NTSC Monitor	983.32	983.32	0.00	
5/7/2004	Sony PVM-14L2 NTSC Monitor	983.32	983.32	0.00	
5/7/2004	Sony PVM-14L2 NTSC Monitor	983.33	983.33	0.00	
5/7/2004	Sony PVM-14L2 NTSC Monitor	983.33	983.33	0.00	
5/7/2004	Sony SRPV-110 Audio Mixer	1,541.47	1,541.47	0.00	
5/7/2004	Compact DVCAM VTR	518.60	518.60	0.00	
5/20/2004	Palolo Electrical Wiring	2,916.68	2,916.68	0.00	
5/20/2004	42 in Binder Storage Cabinet	797.68	797.68	0.00	
5/28/2004	Digital Integrated Switcher	7,862.57	7,862.57	0.00	
5/28/2004	Digital Integrated Switcher	7,862.57	7,862.57	0.00	
5/28/2004	Digital Integrated Switcher	7,862.57	7,862.57	0.00	
5/28/2004	Digital Integrated Switcher	7,862.57	7,862.57	0.00	
5/28/2004	Digital Integrated Switcher	7,862.58	7,862.58	0.00	
5/28/2004	ADC 26X Video Patch Bay w/cabl	838.00	838.00	0.00	PPI1226RS
5/28/2004	ADC 26X Video Patch Bay w/cabl	838.00	838.00	0.00	PPI126RS
5/28/2004	ADC 26X Video Patch Bay w/cabl	837.99	837.99	0.00	PPI1226RS
5/28/2004	ADC 26X Video Patch Bay w/cabl	837.99	837.99	0.00	PPI1226RS
6/3/2004	Full Rack Width DVCAM VTR	5,105.93	5,105.93	0.00	
6/3/2004	Full Rack Width DVCAM VTR	5,105.92	5,105.92	0.00	
6/3/2004	Apple Emac G4	1,303.26	1,303.26	0.00	
6/3/2004	Apple Emac G4	1,303.25	1,303.25	0.00	
6/3/2004	Firewire Encl w/Seagte 80 (20)	2,916.65	2,916.65	0.00	
6/3/2004	Apple Emac G4	1,303.26	1,303.26	0.00	
6/3/2004	Apple Emac G4	1,303.26	1,303.26	0.00	
6/3/2004	Apple Emac G4	1,303.26	1,303.26	0.00	
6/3/2004	Carpet Installation	4,948.61	909.02	4,039.59	
6/10/2004	DVD Duplicator	2,572.92	2,572.92	0.00	
6/10/2004	Libec TH-M20 Tripod & Case (5)	1,354.17	1,354.17	0.00	
6/18/2004	Consumer Mini-DV Digital Camco	575.00	575.00	0.00	
6/18/2004	Consumer Mini-DV Digital Camco	575.00	575.00	0.00	
6/18/2004	Consumer Mini-DV Digital Camco	575.01	575.01	0.00	
6/18/2004	Consumer Mini-DV Digital Camco	575.00	575.00	0.00	
6/18/2004	Sony DCR-HC30 Camcorder	575.00	575.00	0.00	
6/18/2004	Consumer Mini-DV Digital Camco	575.00	575.00	0.00	
6/18/2004	Consumer Mini-DV Digital Camco	575.00	575.00	0.00	
6/18/2004	Consumer Mini-DV Digital Camco	575.00	575.00	0.00	
6/18/2004	Samsung 17 in LCD Monitor	523.84	523.84	0.00	
6/25/2004	2004 Kia Sedona Minivan	20,156.93	20,156.93	0.00	
6/25/2004	2004 Kia Sedona Minivan	20,156.93	20,156.93	0.00	
7/2/2004	Electrovoice RE-50B Mic (10)	1,545.84	1,545.84	0.00	
7/9/2004	ACVQP10 AC Charger (8)	500.00	500.00	0.00	
7/9/2004	NPFP90 Info Lithium Battery(8)	748.00	748.00	0.00	
7/15/2004	Epson Printer Package	520.84	520.84	0.00	
7/22/2004	Digital DVCAM Camcorder w/case	2,916.65	2,916.65	0.00	
7/22/2004	Digital DVCAM Camcorder w/case	2,916.65	2,916.65	0.00	
7/22/2004	Digital DVCAM Camcorder w/case	2,916.64	2,916.64	0.00	
7/22/2004	Digital DVCAM Camcorder w/case	1,979.15	1,979.15	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
7/22/2004	Digital DVCAM Camcorder w/case	1,979.15	1,979.15	0.00	
7/22/2004	Digital DVCAM Camcorder w/case	1,979.16	1,979.16	0.00	
7/22/2004	Digital DVCAM Camcorder w/case	1,979.16	1,979.16	0.00	
7/22/2004	Digital DVCAM Camcorder w/case	1,979.16	1,979.16	0.00	
7/22/2004	Digital DVCAM Camcorder w/case	1,979.15	1,979.15	0.00	
7/30/2004	Assorted Firewire Cables	534.91	534.91	0.00	
8/12/2004	Sony SDM-HS93 19 in. Monitor	927.07	927.07	0.00	
8/12/2004	Sony SDM-HS93 19 in. Monitor	927.08	927.08	0.00	
8/12/2004	Sony PVM-14 L2 Monitor	1,156.24	1,156.24	0.00	
8/12/2004	Sony PVM-14 L2 Monitor	1,156.25	1,156.25	0.00	
8/12/2004	Libec TH-M20 Tripod & Case (4)	895.83	895.83	0.00	
8/12/2004	Libec TH-M20 Tripod & Case (2)	447.91	447.91	0.00	
8/18/2004	Procoder Transcoding Station	2,499.99	2,499.99	0.00	
8/26/2004	Videssence Lite Kit System	2,827.94	2,827.94	0.00	
8/26/2004	Videssence Lite Kit System	2,827.94	2,827.94	0.00	
8/26/2004	Apple PowerMac G5 FCP System	3,294.36	3,294.36	0.00	
8/26/2004	Apple PowerMac G5 FCP System	3,294.35	3,294.35	0.00	
8/26/2004	Apple PowerMac G5 Edit System	2,515.41	2,515.41	0.00	
8/26/2004	Videssence Lite Kit System	2,827.94	2,827.94	0.00	
8/26/2004	Videssence Lite Kit System	2,827.94	2,827.94	0.00	
8/26/2004	Videssence Lite Kit System	2,827.95	2,827.95	0.00	
8/26/2004	Videssence Lite Kit System	2,827.95	2,827.95	0.00	
8/26/2004	Terminal Service Server	5,127.56	5,127.56	0.00	Compaq DL-380
8/26/2004	File Server	5,127.56	5,127.56	0.00	Compaq DL-380
9/2/2004	Modular Desk Workstation	1,381.89	1,381.89	0.00	
9/2/2004	Digital DVCAM Camcorder w/Case	9,857.33	9,857.33	0.00	Sony DSR-390L w/ LC-424 case
9/2/2004	Digital DVCAM Camcorder w/Case	9,857.33	9,857.33	0.00	Sony DSR-390L w/ LC-424 case
9/2/2004	Digital DVCAM Camcorder w/Case	9,857.33	9,857.33	0.00	Sony DSR-390L w/ LC-424 case
9/2/2004	Digital DVCAM Camcorder w/Case	9,857.34	9,857.34	0.00	Sony DSR-390L w/ LC-424 case
9/9/2004	Toughbook Laptop	2,729.62	2,729.62	0.00	CF-Y2-DWAZZKM
9/15/2004	Phone System - Toshiba Strata	7,963.15	7,963.15	0.00	Toshiba CTX670
9/15/2004	Phone System--System Component	6,554.12	6,554.12	0.00	Toshiba
9/15/2004	Phone System - ISDN Interface	4,040.29	4,040.29	0.00	
9/15/2004	Phone System - System Port Lic	594.14	594.14	0.00	
9/15/2004	Toshiba Cordless Phone	694.27	694.27	0.00	
9/15/2004	Toshiba 20 button Digi Spkphne	596.09	596.09	0.00	
9/15/2004	Toshiba 20 button Digi Spkphne	596.09	596.09	0.00	
9/15/2004	Receptionist 60 buttn Digi Stn	886.97	886.97	0.00	
9/15/2004	Toshiba 10 button Digi Spkphne	1,694.00	1,694.00	0.00	
9/15/2004	Toshiba 10 button Digi Spkphne	1,694.00	1,694.00	0.00	
9/15/2004	Toshiba 10 button Digi Spkphne	1,694.00	1,694.00	0.00	
9/15/2004	Toshiba 10 button Digi Spkphne	1,694.00	1,694.00	0.00	
9/15/2004	Toshiba 10 button Digi Spkphne	1,694.00	1,694.00	0.00	
9/15/2004	Toshiba 20 button Digi Spkphne	1,964.83	1,964.83	0.00	
9/15/2004	Toshiba 20 button Digi Spkphne	1,964.83	1,964.83	0.00	
9/15/2004	Toshiba 20 button Digi Spkphne	1,964.83	1,964.83	0.00	
9/15/2004	2004 Kia Sedona Minivan	19,480.14	19,480.14	0.00	
9/16/2004	Leitch DPS-235 TBC	1,957.98	1,957.98	0.00	
9/23/2004	Sony Wireless Mic System (2)	768.75	768.75	0.00	UWP-C2-6264
9/30/2004	Samsung 19 LCD Monitor	624.98	624.98	0.00	Samsung SyncMaster 912N
9/30/2004	Samsung 19 LCD Monitor	624.99	624.99	0.00	Samsung SyncMaster 912N
9/30/2004	Samsung 19 LCD Monitor	624.99	624.99	0.00	Samsung SyncMaster 912N
9/30/2004	Samsung 19 LCD Monitor	624.99	624.99	0.00	Samsung SyncMaster 912N
9/30/2004	Samsung 19 LCD Monitor	624.98	624.98	0.00	Samsung SyncMaster 912N

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
9/30/2004	Samsung 19 LCD Monitor	624.98	624.98	0.00	Samsung SyncMaster 912N
9/30/2004	Samsung 19 LCD Monitor	624.99	624.99	0.00	Samsung SyncMaster 912N
10/7/2004	Netware V6.5 User Liceses (25)	3,708.32	3,708.32	0.00	Netware
10/28/2004	PC Workstation	989.53	989.53	0.00	Intel Pentium Custom Built
10/28/2004	PC Workstation	989.53	989.53	0.00	Intel Pentium Custom Built
10/28/2004	PC Workstation	989.53	989.53	0.00	Intel Pentium Custom Built
10/28/2004	PC Workstation	989.52	989.52	0.00	Intel Pentium Custom Built
10/28/2004	PC Workstation	989.52	989.52	0.00	Intel Pentium Custom Built
10/28/2004	PC Workstation	989.52	989.52	0.00	Intel Pentium Custom Built
10/28/2004	PC Workstation	989.53	989.53	0.00	Intel Pentium Custom Built
10/28/2004	2005 Kia Sedona Minivan	21,123.26	21,123.26	0.00	Kia Sedona
11/5/2004	Bud Cabinet AGC9277 & AGC9279	1,157.16	1,157.16	0.00	
11/12/2004	Sony Camera VTR Cable 100Meter	1,473.96	1,473.96	0.00	CCZ-AD100
11/12/2004	SKB19-10U,8U,12U 1904 cs (2)	2,672.92	2,672.92	0.00	
11/12/2004	Libec LS-35	552.08	552.08	0.00	Libec LS-35
11/12/2004	Lowel 01-93Z Omni Light Kit	1,271.92	1,271.92	0.00	
11/12/2004	Lowel 01-93Z Omni Light Kit	1,271.92	1,271.92	0.00	
11/12/2004	Anchor Porta-Com Intercom Sys	2,057.95	2,057.95	0.00	COM-60FC
11/12/2004	Anchor Porta-Com Intercom Sys	2,057.95	2,057.95	0.00	COM-60FC
11/12/2004	Canare R300S Cable Reels (4)	1,310.38	1,310.38	0.00	Canare R300S
11/12/2004	Half Rack Width DVCPRO VTR w/F	4,636.43	4,636.43	0.00	Panasonic AJ-D250
11/12/2004	Canare R300S Cable Reels (7)	2,019.34	2,019.34	0.00	Canare R300S
11/12/2004	Half Rack Width DVCPRO VTR w/F	4,635.55	4,635.55	0.00	Panasonic AJ-D250
11/12/2004	Half Rack Width DVCPRO VTR w/F	4,635.54	4,635.54	0.00	Panasonic AJ-D250
11/12/2004	Sony Camera Adapter CA-D50	1,558.86	1,558.86	0.00	CA-D50
11/12/2004	Sony Camera Adapter CA-D50	1,558.86	1,558.86	0.00	CA-D50
11/12/2004	Sony Camera Adapter CA-D50	1,558.86	1,558.86	0.00	CA-D50
11/12/2004	Sony Camera Ctrl Unit CCU-D50	2,541.20	2,541.20	0.00	CCU-D50
11/12/2004	Sony Camera Ctrl Unit CCU-D50	2,541.20	2,541.20	0.00	CCU-D50
11/12/2004	Sony Camera Ctrl Unit CCU-D50	2,541.20	2,541.20	0.00	CCU-D50
11/12/2004	Sony Camera VTR Cable 100Meter	1,473.97	1,473.97	0.00	CCZ-AD100
11/12/2004	Sony Camera VTR Cable 100Meter	1,473.97	1,473.97	0.00	CCZ-AD100
11/12/2004	Panasonic Digital AV Mixer	5,686.42	5,686.42	0.00	Panasonic AG-MX70
11/12/2004	Libec LS-35	552.09	552.09	0.00	Libec LS-35
11/12/2004	Libec LS-35	552.09	552.09	0.00	Libec LS-35
11/12/2004	Libec LS-35	552.08	552.08	0.00	Libec LS-35
11/19/2004	Dual Rackmount LCD Monitor	1,879.44	1,879.44	0.00	Marshall V-R72P
11/19/2004	Dual Rackmount LCD Monitor	1,879.45	1,879.45	0.00	Marshall V-R53P
11/19/2004	Dual Rackmount LCD Monitor	1,879.44	1,879.44	0.00	Marshall V-R53P
11/19/2004	Belden 8281 F Cables IK F Reel	773.96	773.96	0.00	
11/19/2004	Belden 8281 F Cables IK F Reel	773.95	773.95	0.00	
11/19/2004	Sony VAIO Notebook	2,807.00	2,807.00	0.00	
11/19/2004	AIT3 Tape Library Backup Sys	5,249.64	5,249.64	0.00	Sony LIB-81
12/2/2004	Integrity Flex w/ IM Security	4,530.24	4,530.24	0.00	
12/2/2004	Digital DVCAM Camcorder	1,919.12	1,919.12	0.00	Sony DSR-PDX10 w/ LCPDX10th Digi Camcord
12/2/2004	Digital DVCAM Camcorder	1,919.12	1,919.12	0.00	Sony DSR-PDX10 w/ LCPDX10th Digi Camcord
12/2/2004	Digital DVCAM Camcorder	1,919.12	1,919.12	0.00	Sony DSR-PDX10 w/ LCPDX10th Digi Camcord

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
12/2/2004	Digital DVCAM Camcorder	1,919.13	1,919.13	0.00	Sony DSR-PDX10 w/ LCPDX10th Digi Camcord
12/10/2004	Compix Media Portable Asus Sys	6,239.60	6,239.60	0.00	
12/10/2004	Compix Media Portable Asus Sys	6,239.60	6,239.60	0.00	
12/10/2004	Final Cut Pro License (8)	7,499.54	7,499.54	0.00	
12/10/2004	Imac G5 Apple Computer	1,779.05	1,779.05	0.00	Apple Imac G5
12/10/2004	Imac G5 Apple Computer	1,779.05	1,779.05	0.00	Apple Imac G5
12/10/2004	Lowel Light Kit 01-93Z	1,326.04	1,326.04	0.00	
12/10/2004	Field Audio Mixer	1,323.44	1,323.44	0.00	
12/10/2004	Field Audio Mixer	1,323.44	1,323.44	0.00	
12/10/2004	Field Audio Mixer	1,323.44	1,323.44	0.00	
12/10/2004	Field Audio Mixer	1,323.44	1,323.44	0.00	
12/10/2004	Lowel Light Kit 01-93Z	1,326.05	1,326.05	0.00	
12/10/2004	Lowel Light Kit 01-93Z	1,326.05	1,326.05	0.00	
12/10/2004	Lowel Light Kit 01-93Z	1,326.04	1,326.04	0.00	
12/17/2004	8281F 1000 Ft. Cable	697.92	697.92	0.00	
12/17/2004	8281F 1000 Ft. Cable	697.92	697.92	0.00	
12/17/2004	Sony UWP-C1 (4)	1,500.00	1,500.00	0.00	Sony UWP-C1
12/17/2004	Bogen521 Lan Ctrl for DSRPDX10	893.69	893.69	0.00	Bogen 521
12/17/2004	Pana RAK95-250 Rack Mount Slid	779.16	779.16	0.00	Panasonic RAK-95-250
12/17/2004	Half Rack Width DVCPRO VTR	4,234.35	4,234.35	0.00	Panasonic AJ-D250
12/17/2004	Half Rack Width DVCPRO VTR	4,234.35	4,234.35	0.00	Panasonic AJ-D250
12/17/2004	Half Rack Width DVCPRO VTR	4,234.35	4,234.35	0.00	Panasonic AJ-D250
12/17/2004	Half Rack Width DVCPRO VTR	4,234.34	4,234.34	0.00	Panasonic AJ-D250
12/17/2004	Track It Software	7,660.00	7,660.00	0.00	
12/17/2004	Cisco SmartNet CAT6 (2)	1,196.72	1,196.72	0.00	
12/17/2004	APC Smartups 1500 2U Slim Line	658.66	658.66	0.00	
12/17/2004	Cisco PIX-515E Bundle	4,915.59	4,915.59	0.00	PIX 515 E
12/17/2004	MS Domain Controller Hardware	6,692.83	6,692.83	0.00	
12/23/2004	Production Suite Volume (10)	4,155.99	4,155.99	0.00	
12/23/2004	Adobe Creative Suite Prem (4)	1,662.39	1,662.39	0.00	
12/23/2004	Dell Server for Web Timesheet	1,130.14	1,130.14	0.00	Dell PowerEdge SC420
12/23/2004	Dell Server for Web Timesheet	1,130.14	1,130.14	0.00	Dell PowerEdge SC420
12/23/2004	Vacuum & Carpet Cleaner	721.68	721.68	0.00	
12/23/2004	Vitech 7021 7 DVD Burner Tower	4,895.85	4,895.85	0.00	Vitech 7021
12/27/2004	Digital DVCAM Camcorder w/Case	2,954.07	2,954.07	0.00	Sony DSR-PD170
12/27/2004	Digital DVCAM Camcorder w/Case	2,954.07	2,954.07	0.00	Sony DSR-PD170
12/27/2004	Digital DVCAM Camcorder w/Case	2,954.06	2,954.06	0.00	Sony DSR-PD170
12/27/2004	Digital DVCAM Camcorder w/Case	2,954.06	2,954.06	0.00	Sony DSR-PD170
12/27/2004	Samsung 910T 19 in LCD Monitor	565.15	565.15	0.00	Samsung 910T
12/27/2004	Samsung 910T 19 in LCD Monitor	565.14	565.14	0.00	Samsung 910T
12/27/2004	Half Rack Width DVCPRO VTR	4,949.00	4,949.00	0.00	Panasonic AJ-D250 w/Firewire Opt
12/27/2004	Lavalier Microphone (4)	1,205.70	1,205.70	0.00	Sony ECM-77B
12/27/2004	M AtlanD5(3),QFP-2(2),QFP-1(2)	880.21	880.21	0.00	
12/27/2004	M AtlanD5(3),QFP-2(2),QFP-1(2)	880.21	880.21	0.00	
12/27/2004	Acrobat Software	1,477.90	1,477.90	0.00	
12/27/2004	Backup Exec Windows	2,204.32	2,204.32	0.00	
12/28/2004	Windows User Liceses	2,080.68	2,080.68	0.00	
12/28/2004	Panasonic DVD Recorder w/ Hard	604.17	604.17	0.00	DMR-E85H
12/29/2004	Sony PVM-14 L2 Monitor	1,156.25	1,156.25	0.00	
12/29/2004	Sony PVM-14 L2 Monitor	1,156.24	1,156.24	0.00	
12/29/2004	Web Timesheet 5.7 SQL	9,522.24	9,522.24	0.00	
12/30/2004	Mobile Easel	670.46	670.46	0.00	
12/30/2004	Epson Projector	891.08	891.08	0.00	EMP-S1H
12/30/2004	CG Upgrade Base Station	937.49	937.49	0.00	
12/30/2004	RTS Intercom Headset & Box	604.17	604.17	0.00	
12/30/2004	RTS Intercom Headset & Box	604.16	604.16	0.00	
12/31/2004	Imac G5 Apple Computer	1,732.29	1,732.29	0.00	Apple Imac G5
12/31/2004	Imac G5 Apple Computer	1,732.29	1,732.29	0.00	Apple Imac G5

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
12/31/2004	Imac G5 Apple Computer	1,732.29	1,732.29	0.00	Apple Imac G5
12/31/2004	Imac G5 Apple Computer	1,732.28	1,732.28	0.00	Apple Imac G5
12/31/2004	Powermac G5 Apple Computer	2,021.87	2,021.87	0.00	Powermac G5
12/31/2004	Powermac G5 Apple Computer	2,021.87	2,021.87	0.00	Powermac G5
2/11/2005	HP Color LaserJet 3500n Printr	1,244.79	1,244.79	0.00	Hewlett Packard 3500n
2/18/2005	HP LaserJet 3380 Printer	895.81	895.81	0.00	Hewlett Packard 3380
2/18/2005	Fujitsu ScanSnap Pers Scanners	517.71	517.71	0.00	Fujitsu fi-5110EOX
2/18/2005	Fujitsu ScanSnap Pers Scanners	517.71	517.71	0.00	Fujitsu fi-5110EOX
2/18/2005	Fujitsu ScanSnap Pers Scanners	517.71	517.71	0.00	Fujitsu fi-5110EOX
2/18/2005	Sony Digital Camcrdr DSR-PD170	3,030.01	3,030.01	0.00	Sony DSR-PD170
2/18/2005	Sony Color Monitor PVM-14L2	1,155.81	1,155.81	0.00	Sony PVM-14L2
2/18/2005	Sony Color Monitor PVM-14L2	1,155.81	1,155.81	0.00	Sony PVM-14L2
3/11/2005	Windows Server 2003 St (4)	1,206.05	1,206.05	0.00	
3/24/2005	Samsung 17 in. LCD Monitor	354.15	354.15	0.00	Samsung 715V
3/24/2005	Samsung 17 in. LCD Monitor	354.15	354.15	0.00	Samsung 715V
3/24/2005	Samsung 17 in. LCD Monitor	354.15	354.15	0.00	Samsung 715V
3/24/2005	Samsung 17 in. LCD Monitor	354.15	354.15	0.00	Samsung 715V
3/24/2005	Samsung 17 in. LCD Monitor	354.15	354.15	0.00	Samsung 715V
3/24/2005	Samsung 17 in. LCD Monitor	354.15	354.15	0.00	Samsung 715V
3/24/2005	Samsung 17 in. LCD Monitor	354.15	354.15	0.00	Samsung 715V
3/24/2005	Samsung 17 in. LCD Monitor	354.16	354.16	0.00	Samsung 715V
3/24/2005	Samsung 17 in. LCD Monitor	354.16	354.16	0.00	Samsung 715V
3/24/2005	Samsung 17 in. LCD Monitor	354.16	354.16	0.00	Samsung 715V
3/24/2005	Samsung 17 in. LCD Monitor	354.16	354.16	0.00	Samsung 715V
3/24/2005	Samsung 19 in. LCD Monitor	458.32	458.32	0.00	Samsung 912N
3/24/2005	Samsung 19 in. LCD Monitor	458.32	458.32	0.00	Samsung 912N
3/24/2005	Samsung 19 in. LCD Monitor	458.32	458.32	0.00	Samsung 912N
3/24/2005	Samsung 19 in. LCD Monitor	458.32	458.32	0.00	Samsung 912N
4/1/2005	Dell PowerEdge 2850	3,797.89	3,797.89	0.00	Dell PowerEdge 2850
4/1/2005	Dell PowerEdge 2850	3,797.89	3,797.89	0.00	Dell PowerEdge 2850
4/1/2005	Dell PowerEdge 2850	3,797.89	3,797.89	0.00	Dell PowerEdge 2850
4/1/2005	Dell PowerEdge 2850	3,797.90	3,797.90	0.00	Dell PowerEdge 2850
4/1/2005	Dell PowerVault 770N	6,734.15	6,734.15	0.00	Dell PowerVault 770N
4/1/2005	LPB Backup Exec WIN V10	1,077.03	1,077.03	0.00	Veritas SQL & Backup
4/1/2005	Kramer 6x6 Vert Int AV Matrix	795.27	795.27	0.00	Kramer
4/1/2005	Kramer 6x6 Vert Int AV Matrix	795.27	795.27	0.00	Kramer
4/1/2005	Kramer 6x6 Vert Int AV Matrix	795.28	795.28	0.00	Kramer
4/8/2005	Seagate Firewire Drives (29)	4,198.94	4,198.94	0.00	
4/15/2005	Compix Media Upgrade	998.99	998.99	0.00	
4/15/2005	Compix Media Upgrade	998.99	998.99	0.00	
4/15/2005	Compix Media Upgrade (8)	7,991.92	7,991.92	0.00	
4/15/2005	Compix Media Upgrade (2)	1,997.98	1,997.98	0.00	
4/15/2005	Compix Media Upgrade (3)	2,996.97	2,996.97	0.00	
4/15/2005	Compix Media Upgrade (3)	2,996.97	2,996.97	0.00	
4/15/2005	Compix Media Upgrade	998.99	998.99	0.00	
4/15/2005	Compix Media Upgrade (2)	1,997.98	1,997.98	0.00	
4/15/2005	Dell Laptop	1,948.70	1,948.70	0.00	Dell D610
4/15/2005	Dell Laptop	1,948.70	1,948.70	0.00	Dell D610
4/15/2005	Dell Laptop	1,948.70	1,948.70	0.00	Dell D610
4/15/2005	Dell Laptop	1,948.70	1,948.70	0.00	Dell D610
4/15/2005	Dell Laptop	1,948.70	1,948.70	0.00	Dell D610
4/15/2005	Dell Laptop	1,948.71	1,948.71	0.00	Dell D610
4/15/2005	Dell Laptop	1,948.71	1,948.71	0.00	Dell D610
4/15/2005	Dell Laptop	1,948.71	1,948.71	0.00	Dell D610
5/27/2005	HP LaserJet 3380 Printer	889.35	889.35	0.00	Hewlett Packard 3380
5/27/2005	HP LaserJet 3380 Printer	889.35	889.35	0.00	Hewlett Packard 3380
6/3/2005	Web Timesht v.5.8 (5) Licenses	632.92	632.92	0.00	
7/15/2005	D-Link Gagabit Swith	1,816.82	1,816.82	0.00	D-Link
7/15/2005	HP Laserjet 3380	947.89	947.89	0.00	HP 3380
7/20/2005	Air Condition Compressor	11,656.97	1,818.43	9,838.54	
7/20/2005	DVCAM Digital Camcorder w/ har	2,454.90	2,454.90	0.00	Sony DSR-170

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
7/20/2005	DVCAM Digital Camcorder w/ har	2,454.90	2,454.90	0.00	Sony DSR-170
7/20/2005	DVCAM Digital Camcorder w/ har	2,454.90	2,454.90	0.00	Sony DSR-170
7/20/2005	DVCAM Digital Camcorder w/ har	2,454.90	2,454.90	0.00	Sony DSR-170
7/20/2005	DVCAM Digital Camcorder w/ har	2,454.91	2,454.91	0.00	Sony DSR-170
7/20/2005	Powerbook G4 15 inch	3,711.79	3,711.79	0.00	Apple
7/20/2005	Photoshop CS2 MAC-CD v.9	574.87	574.87	0.00	
7/20/2005	Photoshop CS2 MAC-CD v.9	574.87	574.87	0.00	
7/20/2005	Mac Mini G4	807.73	807.73	0.00	Mac Mini
7/20/2005	Apple IMac G5 2 Ghz PowerPC	2,562.37	2,562.37	0.00	Imac G5
7/20/2005	Apple IMac G5 2 Ghz PowerPC	2,562.37	2,562.37	0.00	Imac G5
7/20/2005	Apple IMac G5 2 Ghz PowerPC	2,562.37	2,562.37	0.00	Imac G5
7/20/2005	Apple IMac G5 2 Ghz PowerPC	2,562.36	2,562.36	0.00	Imac G5
7/20/2005	DVCAM Digital Camcorder w/ har	2,562.37	2,562.37	0.00	Imac G5
7/20/2005	Apple IMac G5 2 Ghz PowerPC	2,562.37	2,562.37	0.00	Imac G5
7/20/2005	Apple IMac G5 2 Ghz PowerPC	2,562.37	2,562.37	0.00	Imac G5
7/20/2005	Apple IMac G5 2 Ghz PowerPC	2,562.36	2,562.36	0.00	Imac G5
7/20/2005	Compix Media Dual CG w/ SDI	10,499.89	10,499.89	0.00	
7/20/2005	Compix Media Dual CG w/ SDI	10,499.89	10,499.89	0.00	
7/20/2005	Compix Media Dual CG w/ SDI	10,499.89	10,499.89	0.00	
7/20/2005	Compix Media Dual CG w/ SDI	10,499.89	10,499.89	0.00	
7/20/2005	Compix Media Dual CG w/ SDI	10,499.90	10,499.90	0.00	
7/20/2005	Lowel Omni 3 Light Kit	1,326.03	1,326.03	0.00	01-93Z
7/20/2005	Lowel Omni 3 Light Kit	1,326.04	1,326.04	0.00	01-93Z
7/20/2005	Lowel Omni 3 Light Kit	1,326.03	1,326.03	0.00	01-93Z
7/20/2005	Dedotec Light System	1,763.53	1,763.53	0.00	DLHM4-
7/20/2005	Libec LS55 w/ case	833.32	833.32	0.00	Libec
7/20/2005	Libec LS55 w/ case	833.32	833.32	0.00	Libec
7/20/2005	Libec LS55 w/ case	833.33	833.33	0.00	Libec
7/20/2005	Libec LS55 w/ case	833.33	833.33	0.00	Libec
7/20/2005	Libec LS55 w/ case	833.33	833.33	0.00	Libec
7/20/2005	Libec LS55 w/ case	833.33	833.33	0.00	Libec
7/20/2005	Libec LS55 w/ case	833.33	833.33	0.00	Libec
7/20/2005	Libec LS55 w/ case	833.33	833.33	0.00	Libec
7/20/2005	Libec LS55 w/ case	833.33	833.33	0.00	Libec
7/20/2005	Sony DSR-PD170 w/ hard case	2,454.90	2,454.90	0.00	Sony DSR-170
7/20/2005	DVCAM Digital Camcorder w/ har	2,454.90	2,454.90	0.00	Sony DSR-170
7/20/2005	DVCAM Digital Camcorder w/ har	2,454.90	2,454.90	0.00	Sony DSR-170
7/20/2005	DVCAM Digital Camcorder w/ har	2,454.90	2,454.90	0.00	Sony DSR-170
7/20/2005	DVCAM Digital Camcorder w/ har	2,454.90	2,454.90	0.00	Sony DSR-170
7/22/2005	Firewire Ext Encl&Seagate (10)	1,419.79	1,419.79	0.00	
7/22/2005	Firewire Ext Encl&Seagate (10)	1,419.78	1,419.78	0.00	
7/29/2005	DVCAM Digital Camcorder w/ har	2,454.90	2,454.90	0.00	Sony DSR-170
7/29/2005	DVCAM Digital Camcorder w/ har	2,454.90	2,454.90	0.00	Sony DSR-170
7/29/2005	Pioneer Stand Alone DVD Drive	520.77	520.77	0.00	
7/29/2005	Pioneer Stand Alone DVD Drive	520.78	520.78	0.00	
7/29/2005	Pioneer Stand Alone DVD Drive	520.78	520.78	0.00	
7/29/2005	Libec LS55 w/ case	833.33	833.33	0.00	Libec
7/29/2005	Libec LS55 w/ case	833.33	833.33	0.00	Libec
7/29/2005	Libec LS55 w/ case	833.33	833.33	0.00	Libec
7/29/2005	Libec LS55 w/ case	833.33	833.33	0.00	Libec
7/29/2005	DVCAM Digital Camcorder w/ har	2,454.90	2,454.90	0.00	Sony DSR-170
7/29/2005	DVCAM Digital Camcorder w/ har	2,454.90	2,454.90	0.00	Sony DSR-170
7/29/2005	Metal Storage Cabinet	595.13	595.13	0.00	
7/29/2005	Metal Storage Cabinet	595.13	595.13	0.00	
7/29/2005	Metal Storage Cabinet	595.13	595.13	0.00	
8/1/2005	Dell Minitower & Monitor	1,197.78	1,197.78	0.00	Dell OptiPlex GX280
8/1/2005	Dell Minitower & Monitor	1,197.78	1,197.78	0.00	Dell OptiPlex GX280
8/1/2005	Dell Minitower & Monitor	1,197.78	1,197.78	0.00	Dell OptiPlex GX280
8/1/2005	Dell Minitower & Monitor	1,197.78	1,197.78	0.00	Dell OptiPlex GX280
8/1/2005	Dell Minitower & Monitor	1,197.78	1,197.78	0.00	Dell OptiPlex GX280
8/1/2005	Dell Minitower & Monitor	1,197.78	1,197.78	0.00	Dell OptiPlex GX280
8/1/2005	Dell Minitower & Monitor	1,197.78	1,197.78	0.00	Dell OptiPlex GX280
8/1/2005	Dell Minitower & Monitor	1,197.78	1,197.78	0.00	Dell OptiPlex GX280

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
8/1/2005	Dell Minitower & Monitor	1,197.78	1,197.78	0.00	Dell OptiPlex GX280
8/1/2005	Dell Minitower & Monitor	1,197.78	1,197.78	0.00	Dell OptiPlex GX280
8/1/2005	Dell Minitower & Monitor	1,197.78	1,197.78	0.00	Dell OptiPlex GX280
8/1/2005	Dell Minitower & Monitor	1,197.78	1,197.78	0.00	Dell OptiPlex GX280
8/1/2005	Dell Minitower & Monitor	1,197.78	1,197.78	0.00	Dell OptiPlex GX280
8/1/2005	Dell Minitower & Monitor	1,197.77	1,197.77	0.00	Dell OptiPlex GX280
8/1/2005	Dell Minitower & Monitor	1,197.77	1,197.77	0.00	Dell OptiPlex GX280
8/1/2005	Dell 5100 Color Laser Printer	519.76	519.76	0.00	Dell 5100cn
8/1/2005	Dell 5100 Color Laser Printer	519.76	519.76	0.00	Dell 5100cn
8/1/2005	Dell 2300MP Projector	1,340.54	1,340.54	0.00	Dell 2300MP
8/1/2005	Dell 2300MP Projector	1,340.55	1,340.55	0.00	Dell 2300MP
8/1/2005	Sony Remote Control Unit	854.57	854.57	0.00	RM-BR3000
8/1/2005	Sony Camera	3,648.69	3,648.69	0.00	Sony BRC-300
8/1/2005	Sony Camera	3,028.42	3,028.42	0.00	Sony BRC-300
8/1/2005	Fully Integrated Portable Fiel	15,660.22	15,660.22	0.00	Sony AWS-G500
8/5/2005	Samsung 22 inch LCD TV	833.20	833.20	0.00	Samsung LTP227W
8/5/2005	Samsung 22 inch LCD TV	833.20	833.20	0.00	Samsung LTP227W
8/5/2005	Samsung 22 inch LCD TV	833.21	833.21	0.00	Samsung LTP227W
8/5/2005	Toshiba 8 Circuit Stan Interfc	825.70	825.70	0.00	
8/5/2005	Toshiba 8 Circuit Stan Interfc	825.70	825.70	0.00	
8/12/2005	SmartUPS 1500 2U Slimline USB	690.39	690.39	0.00	APC 1500S
8/12/2005	SmartUPS 1500 2U Slimline USB	690.39	690.39	0.00	APC 1500S
8/12/2005	SmartUPS 1500 2U Slimline USB	690.40	690.40	0.00	APC 1500S
8/12/2005	HP Laserjet 3380	729.15	729.15	0.00	HP 3380
8/12/2005	Sony Remote Control Unit	1,029.60	1,029.60	0.00	Sony RM-BR300
8/12/2005	Sony Remote Control Unit	1,029.60	1,029.60	0.00	Sony RM-BR300
8/12/2005	Mac OS X Tiger 10.4 (54)	5,602.31	5,602.31	0.00	
8/18/2005	Samsung 22 inch LCD TV	813.68	813.68	0.00	Samsung LTP227W
8/18/2005	Samsung 22 inch LCD TV	813.68	813.68	0.00	Samsung LTP227W
8/18/2005	Samsung 22 inch LCD TV	813.68	813.68	0.00	Samsung LTP227W
8/18/2005	Samsung 22 inch LCD TV	813.68	813.68	0.00	Samsung LTP227W
8/18/2005	Samsung 22 inch LCD TV	813.68	813.68	0.00	Samsung LTP227W
8/18/2005	Samsung 22 inch LCD TV	813.67	813.67	0.00	Samsung LTP227W
8/26/2005	Sennheiser ME66/K6 Shotgun Mic	507.92	507.92	0.00	ME66/K6
8/26/2005	Sennheiser ME66/K6 Shotgun Mic	507.91	507.91	0.00	ME66/K6
8/26/2005	Shure Lavalier Mic (4)	814.58	814.58	0.00	MX-185BP
8/26/2005	Shure FP-33 Audio Mixer	1,479.15	1,479.15	0.00	FP-33
8/26/2005	Electrovoice RE-50 Omni Mic	332.98	332.98	0.00	RE-50
8/26/2005	Half Rack Width DVCPRO VTR	5,177.05	5,177.05	0.00	Panasonic AJ-SD255
8/26/2005	Half Rack Width DVCPRO VTR	5,177.05	5,177.05	0.00	Panasonic AJ-SD255
8/26/2005	Half Rack Width DVCPRO VTR	5,177.05	5,177.05	0.00	Panasonic AJ-SD255
8/26/2005	Half Rack Width DVCPRO VTR	5,177.05	5,177.05	0.00	Panasonic AJ-SD255
8/26/2005	Half Rack Width DVCPRO VTR	5,177.05	5,177.05	0.00	Panasonic AJ-SD255
8/26/2005	Half Rack Width DVCPRO VTR	5,177.05	5,177.05	0.00	Panasonic AJ-SD255
8/26/2005	Half Rack Width DVCPRO VTR	5,177.05	5,177.05	0.00	Panasonic AJ-SD255
8/26/2005	Half Rack Width DVCPRO VTR	5,177.05	5,177.05	0.00	Panasonic AJ-SD255
8/26/2005	Half Rack Width DVCPRO VTR	5,177.05	5,177.05	0.00	Panasonic AJ-SD255
8/26/2005	Half Rack Width DVCPRO VTR	5,177.05	5,177.05	0.00	Panasonic AJ-SD255
8/26/2005	Half Rack Width DVCPRO VTR	5,177.05	5,177.05	0.00	Panasonic AJ-SD255
8/26/2005	Half Rack Width DVCPRO VTR	5,177.05	5,177.05	0.00	Panasonic AJ-SD255
8/26/2005	Half Rack Width DVCPRO VTR	5,177.05	5,177.05	0.00	Panasonic AJ-SD255
8/26/2005	RTS BP-351 A4F Headset w/Beyer	703.49	703.49	0.00	
8/26/2005	RTS BP-351 A4F Headset w/Beyer	703.49	703.49	0.00	
8/26/2005	RTS BP-351 A4F Headset w/Beyer	703.48	703.48	0.00	
8/26/2005	RTS BP-351 A4F Headset w/Beyer	703.48	703.48	0.00	
9/2/2005	Powermac G5 Edit Station	3,371.99	3,371.99	0.00	Apple G5
9/2/2005	Powermac G5 Edit Station	3,371.99	3,371.99	0.00	Apple G5
9/2/2005	Powermac G5 Edit Station	3,371.99	3,371.99	0.00	Apple G5
9/2/2005	Powermac G5 Edit Station	3,371.99	3,371.99	0.00	Apple G5
9/2/2005	Powermac G5 Edit Station	3,371.99	3,371.99	0.00	Apple G5
9/2/2005	Powermac G5 Edit Station	3,371.99	3,371.99	0.00	Apple G5
9/2/2005	Powermac G5 Edit Station	3,371.99	3,371.99	0.00	Apple G5

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
9/2/2005	Powermac G5 Edit Station	3,371.99	3,371.99	0.00	Apple G5
9/2/2005	Powermac G5 Edit Station	3,371.99	3,371.99	0.00	Apple G5
9/2/2005	Powermac G5 Edit Station	3,371.99	3,371.99	0.00	Apple G5
9/2/2005	Powermac G5 Edit Station	3,372.00	3,372.00	0.00	Apple G5
9/2/2005	Powermac G5 Edit Station	3,372.00	3,372.00	0.00	Apple G5
9/2/2005	Wasp Barcode Scanner (Yellow)	1,197.81	1,197.81	0.00	Wasp WWS 800K
9/2/2005	Wasp Barcode Scanner (Green)	1,197.81	1,197.81	0.00	Wasp WWS 800K
9/16/2005	Backup Exec NW 9.1 Open File	516.95	516.95	0.00	
9/16/2005	Sony UWP-C1 Wireless Mic Sys(2)	768.16	768.16	0.00	UWP-C1
9/16/2005	Videsence Lighting Kit	2,872.73	2,872.73	0.00	KK2100-FC
9/16/2005	Videsence Lighting Kit	2,872.74	2,872.74	0.00	KK2100-FC
9/23/2005	Sony PTZ Camera	3,648.69	3,648.69	0.00	Sony BRC-300 3CCD
10/7/2005	Field Audio Mixer	1,479.16	1,479.16	0.00	Shure FP-33
10/7/2005	Field Audio Mixer	1,488.71	1,488.71	0.00	Shure FP-33
10/7/2005	Field Audio Mixer	1,488.70	1,488.70	0.00	Shure FP-33
10/7/2005	Kramer VS-606XL Vert A/V Swtch	875.78	875.78	0.00	Kramer VS-606XL
10/7/2005	FCP 5 License Upgrade (54)	18,757.44	18,757.44	0.00	
10/28/2005	Lowel 01-93Z Omni Light Kit	1,273.95	1,273.95	0.00	01-93z
10/28/2005	Lowel 01-93Z Omni Light Kit	1,273.95	1,273.95	0.00	01-93z
11/1/2005	Digital Video Switcher	5,548.19	5,548.19	0.00	Datavideo SE-500
11/1/2005	Digital Video Switcher	5,548.19	5,548.19	0.00	Datavideo SE-500
11/18/2005	Adobe Illustrator CS2 CD & DVD	689.41	689.41	0.00	Adobe Illustrator
12/2/2005	Camera Zoom Lens 2x Extender	6,582.25	6,582.25	0.00	YJ19 x 9B4 IRS SX12
12/2/2005	Camera Zoom Lens 2x Extender	6,582.25	6,582.25	0.00	YJ19 x 9B4 IRS SX12
12/2/2005	Camera Zoom Lens 2x Extender	6,582.25	6,582.25	0.00	YJ19 x 9B4 IRS SX12
12/2/2005	Vinten VB250-CP2 Dual Tele Pan	8,319.52	8,319.52	0.00	VB250-CP2
12/2/2005	Vinten VB250-CP2 Dual Tele Pan	8,319.52	8,319.52	0.00	VB250-CP2
12/2/2005	Vinten VB250-CP2 Dual Tele Pan	8,319.52	8,319.52	0.00	VB250-CP2
12/2/2005	Vinten VB250-CP2 Dual Tele Pan	8,319.52	8,319.52	0.00	VB250-CP2
12/2/2005	Transcoding Computers	3,158.84	3,158.84	0.00	Canopus Transcoding Rackmount System
12/2/2005	Transcoding Computers	3,158.84	3,158.84	0.00	Canopus Transcoding Rackmount System
12/2/2005	Transcoding Computers	3,158.84	3,158.84	0.00	Canopus Transcoding Rackmount System
12/2/2005	Transcoding Computers	3,158.83	3,158.83	0.00	Canopus Transcoding Rackmount System
12/2/2005	Transcoding Computers	3,158.83	3,158.83	0.00	Canopus Transcoding Rackmount System
12/2/2005	Transcoding Computers	3,158.83	3,158.83	0.00	Canopus Transcoding Rackmount System
12/2/2005	Playback Automation System	246,221.04	246,221.04	0.00	
12/9/2005	Cisco PIX 515E Chassis	3,237.49	3,237.49	0.00	
12/9/2005	APC Smart UPS 2200 VA	1,390.10	1,390.10	0.00	2200 VA
12/9/2005	APC Smart UPS 2200 VA	1,390.10	1,390.10	0.00	2200 VA
12/9/2005	APC 1400RM 2200 RM Battery	709.83	709.83	0.00	APC 1400 RM 2200 RM
12/9/2005	APC 1400RM 2200 RM Battery	709.83	709.83	0.00	APC 1400 RM 2200 RM
12/16/2005	Video Console	7,291.67	7,291.67	0.00	
12/26/2005	Digital DVCAM Camcorder w/case	2,291.65	2,291.65	0.00	DSR-PD170
12/26/2005	Digital DVCAM Camcorder w/case	2,291.65	2,291.65	0.00	DSR-PD170
12/27/2005	Multi-Camera Digital Video Sur	52,999.00	52,999.00	0.00	
12/27/2005	Security System	9,768.86	9,768.86	0.00	
12/28/2005	Phone Sys Upgrade Increase Ext	1,752.14	1,752.14	0.00	
12/30/2005	Building Security Access Contr	11,264.23	11,264.23	0.00	
12/30/2005	Control Console Remote Network	2,936.00	2,936.00	0.00	
12/30/2005	Folding Table	505.20	505.20	0.00	
12/30/2005	Desk Extensions	1,639.57	1,639.57	0.00	
12/30/2005	32 inch LCD Monitor	1,665.61	1,665.61	0.00	LC-32GA5U
12/30/2005	32 inch LCD Monitor	1,665.62	1,665.62	0.00	LC-32GA5U

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
12/30/2005	32 inch LCD Monitor	1,665.62	1,665.62	0.00	LC-32GA5U
1/3/2006	Composite Multiplexing System	8,447.87	8,447.87	0.00	Camplex Pro-X1
1/3/2006	Composite Multiplexing System	8,447.88	8,447.88	0.00	Camplex Pro-X1
1/3/2006	Composite Multiplexing System	8,447.88	8,447.88	0.00	Camplex Pro-X1
1/3/2006	Composite Multiplexing System	8,447.88	8,447.88	0.00	Camplex Pro-X1
1/3/2006	Composite Multiplexing System	8,447.88	8,447.88	0.00	Camplex Pro-X1
1/3/2006	Composite Multiplexing System	8,447.87	8,447.87	0.00	Camplex Pro-X1
1/3/2006	Composite Multiplexing System	8,447.87	8,447.87	0.00	Camplex Pro-X1
1/3/2006	Composite Multiplexing System	8,447.87	8,447.87	0.00	Camplex Pro-X1
1/6/2006	MPEG/DV25 Video Server System	149,098.80	149,098.80	0.00	
1/24/2006	Leitch DPS-575AV	6,360.38	6,360.38	0.00	Leitch DPS-575AV
2/3/2006	Cinema Vision 83 in x 144 in P	1,028.17	1,028.17	0.00	Dalite 88672 Cinema Vision
2/3/2006	Seagate 80 Gb Ext Enclser (10)	1,390.62	1,390.62	0.00	Seagate
2/3/2006	Seagate 80 Gb Ext Enclser (20)	2,781.23	2,781.23	0.00	Seagate
2/3/2006	Rackmounted Triple 5 in Color	1,843.74	1,843.74	0.00	Marshall Electronics V-R53P
2/3/2006	Rackmounted Triple 5 in Color	1,843.74	1,843.74	0.00	Marshall Electronics V-R53P
2/10/2006	Digital DVCAM Camcorder w/Tri	1.00	1.00	0.00	Sony DSR-PD170
2/10/2006	Sony Battery Power System (6)	1,728.48	1,728.48	0.00	Sony
2/10/2006	Digital DVCAM Camcorder w/Tri	2,838.52	2,838.52	0.00	Sony DSR-PD170
2/10/2006	Digital DVCAM Camcorder w/Tri	2,838.52	2,838.52	0.00	Sony DSR-PD170
2/10/2006	Digital DVCAM Camcorder w/Tri	2,838.52	2,838.52	0.00	Sony DSR-PD170
2/10/2006	Digital DVCAM Camcorder w/Tri	2,838.53	2,838.53	0.00	Sony DSR-PD170
2/10/2006	Digital DVCAM Camcorder w/Tri	2,838.53	2,838.53	0.00	Sony DSR-PD170
2/10/2006	Digital DVCAM Camcorder w/Tri	2,838.53	2,838.53	0.00	Sony DSR-PD170
2/10/2006	Digital DVCAM Camcorder w/Tri	2,838.52	2,838.52	0.00	Sony DSR-PD170
2/10/2006	Digital DVCAM Camcorder w/Tri	2,838.52	2,838.52	0.00	Sony DSR-PD170
2/24/2006	Sony Battry Sys-Port Lghts (3)	864.24	864.24	0.00	Sony
3/6/2006	Consumer Camera Battery System	1,497.60	1,497.60	0.00	
3/6/2006	Dolphin FASTTV 6207 Tuner	537.47	537.47	0.00	
3/6/2006	Fully Integrated Portable Fiel	25,977.50	25,977.50	0.00	AWS-G500, RMBR300, BRC-300 (2)
3/24/2006	Sony Handycam Camcorder (3)	1,031.19	1,031.19	0.00	Sony DCRHC21
3/24/2006	Sony Handycam Camcorder (3)	1,031.19	1,031.19	0.00	Sony DCRHC21
3/30/2006	4 Drawer Lateral File Cabinet	697.90	697.90	0.00	42 inch
4/7/2006	In-House Non-Linear System Har	4,843.82	4,843.82	0.00	
4/7/2006	In-House Non-Linear System Har	2,864.18	2,864.18	0.00	
4/7/2006	Light System for DSR-PD170	625.00	625.00	0.00	
4/21/2006	Harddrive System	3,364.55	3,364.55	0.00	
4/21/2006	In-House Non-Linear System Mon	2,229.60	2,229.60	0.00	
4/21/2006	In-House Non-Linear System Mon	2,229.60	2,229.60	0.00	
4/21/2006	Harddrive System	3,364.46	3,364.46	0.00	
4/21/2006	Harddrive System	3,364.46	3,364.46	0.00	
4/21/2006	Camplex Enclosure System	750.00	750.00	0.00	
4/21/2006	Camplex Enclosure System	750.00	750.00	0.00	
4/21/2006	Camplex Enclosure System	750.00	750.00	0.00	
4/21/2006	Camplex Enclosure System	750.00	750.00	0.00	
4/21/2006	Camplex Enclosure System	750.00	750.00	0.00	
4/21/2006	Camplex Enclosure System	750.00	750.00	0.00	
4/21/2006	Camplex Enclosure System	750.00	750.00	0.00	
4/21/2006	Camplex Enclosure System	750.00	750.00	0.00	
4/21/2006	Multi-Channel Video/Audio Moni	42,522.18	42,522.18	0.00	
4/21/2006	Terminal Equipment-Video/Audio	28,888.53	28,888.53	0.00	
4/21/2006	Terminal Equipment-Video/Audio	5,468.55	5,468.55	0.00	
4/21/2006	Ethernets Switch	3,464.05	3,464.05	0.00	
4/21/2006	Ethernets Switch	3,464.05	3,464.05	0.00	
4/21/2006	TCP/IP Router	1,396.55	1,396.55	0.00	
4/21/2006	TCP/IP Router	1,396.56	1,396.56	0.00	
5/18/2006	In-Hse Non-Linear HD Encl Syst	1,849.86	1,849.86	0.00	
5/18/2006	In-Hse Non-Linear HD Encl Syst	1,849.86	1,849.86	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.09	2,551.09	0.00	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
5/18/2006	iMAC w/FCP Studio 5.1	2,551.09	2,551.09	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.09	2,551.09	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.09	2,551.09	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.09	2,551.09	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.10	2,551.10	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.10	2,551.10	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.10	2,551.10	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.10	2,551.10	0.00	
5/18/2006	Adobe Photoshop	656.19	656.19	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.09	2,551.09	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.09	2,551.09	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.09	2,551.09	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.09	2,551.09	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.09	2,551.09	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.10	2,551.10	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.09	2,551.09	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.09	2,551.09	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.09	2,551.09	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.10	2,551.10	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.10	2,551.10	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.10	2,551.10	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.09	2,551.09	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.10	2,551.10	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.10	2,551.10	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.10	2,551.10	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.10	2,551.10	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.09	2,551.09	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.10	2,551.10	0.00	
5/18/2006	Adobe Photoshop	656.19	656.19	0.00	
5/18/2006	iMAC w/FCP Studio 5.1	2,551.09	2,551.09	0.00	
6/2/2006	Streaming & Archiving System	86,923.93	86,923.93	0.00	
7/7/2006	Fully Integrated Portable Fiel	25,219.83	25,219.83	0.00	Sony AWS-G500
7/7/2006	Fully Integrated Portable Fiel	25,219.83	25,219.83	0.00	Sony AWS-G500
7/7/2006	Fully Integrated Portable Fiel	25,219.83	25,219.83	0.00	Sony AWS-G500
7/7/2006	Fully Integrated Portable Fiel	25,219.83	25,219.83	0.00	Sony AWS-G500
7/7/2006	Additional Hard Drive Modules	4,612.68	4,612.68	0.00	Dell
7/21/2006	Free Standing Waveform/Vectors	6,245.72	6,245.72	0.00	Leitch/Videotek
8/2/2006	Teleprompter System	5,364.62	5,364.62	0.00	
8/2/2006	Frame Synchronizer	6,821.55	6,821.55	0.00	Leitch X75-DPS-575AV
8/9/2006	Blade Server Boards	38,338.60	38,338.60	0.00	1855 Poweredge blades
8/10/2006	Disk Storage Array w/UPS	14,215.81	14,215.81	0.00	Dell AX150i
8/10/2006	Microsoft Software Upgrade	6,211.84	6,211.84	0.00	
8/10/2006	Desktop Tower PC	1,041.60	1,041.60	0.00	Dell Optiplex GX620 PC
8/10/2006	Desktop Tower PC	1,041.60	1,041.60	0.00	Dell Optiplex GX620 PC
8/10/2006	Desktop Tower PC	1,041.60	1,041.60	0.00	Dell Optiplex GX620 PC
8/10/2006	Desktop Tower PC	1,041.60	1,041.60	0.00	Dell Optiplex GX620 PC
8/10/2006	Desktop Tower PC	1,041.60	1,041.60	0.00	Dell Optiplex GX620 PC
8/10/2006	Desktop Tower PC	1,041.60	1,041.60	0.00	Dell Optiplex GX620 PC
8/10/2006	Desktop Tower PC	1,041.60	1,041.60	0.00	Dell Optiplex GX620 PC
8/10/2006	Desktop Tower PC	1,041.60	1,041.60	0.00	Dell Optiplex GX620 PC

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
8/10/2006	Desktop Tower PC	1,041.60	1,041.60	0.00	Dell Optiplex GX620 PC
8/10/2006	LCD Computer Display, 21- inch	520.80	520.80	0.00	Dell 215TW LCD Digital Monitor
8/10/2006	Laptop PC w/Case	1,330.12	1,330.12	0.00	Dell D620
8/10/2006	Laptop PC w/Case	1,330.12	1,330.12	0.00	Dell D620
8/10/2006	Laptop PC w/Case	1,330.12	1,330.12	0.00	Dell D620
8/10/2006	Laptop PC w/Case	1,330.12	1,330.12	0.00	Dell D620
8/10/2006	Desktop Tower PC	1,041.60	1,041.60	0.00	Dell Optiplex GX620 PC
8/10/2006	Desktop Tower PC	1,041.60	1,041.60	0.00	Dell Optiplex GX620 PC
8/10/2006	Desktop Tower PC	1,041.60	1,041.60	0.00	Dell Optiplex GX620 PC
8/10/2006	Desktop Tower PC	1,041.60	1,041.60	0.00	Dell Optiplex GX620 PC
8/10/2006	Video Projector	1,157.22	1,157.22	0.00	Dell Video Projector 2400M
8/10/2006	Video Projector	1,157.22	1,157.22	0.00	Dell Video Projector 2400M
8/10/2006	Video Projector	1,157.22	1,157.22	0.00	Dell Video Projector 2400M
8/10/2006	Video Projector	1,157.22	1,157.22	0.00	Dell Video Projector 2400M
8/10/2006	LCD Computer Display, 21- inch	520.80	520.80	0.00	Dell 215TW LCD Digital Monitor
8/10/2006	LCD Computer Display, 21- inch	520.80	520.80	0.00	Dell 215TW LCD Digital Monitor
8/10/2006	LCD Computer Display, 21- inch	520.80	520.80	0.00	Dell 215TW LCD Digital Monitor
8/10/2006	LCD Computer Display, 21- inch	520.80	520.80	0.00	Dell 215TW LCD Digital Monitor
8/10/2006	Main Server Chassis Rackmount	1,951.95	1,951.95	0.00	Dell Blade Enclosure UPS208 5000V
8/10/2006	Desktop Tower PC	1,041.60	1,041.60	0.00	Dell Optiplex GX620 PC
8/23/2006	External Firewire Storage Sys	4,999.97	4,999.97	0.00	
8/23/2006	External Firewire Storage Sys	4,999.97	4,999.97	0.00	
8/23/2006	External Firewire Storage Sys	4,999.97	4,999.97	0.00	
8/23/2006	External Graphics for CrS Edit	2,918.20	2,918.20	0.00	
9/6/2006	Volume License for existing ed	5,628.90	5,535.38	93.52	Apple - Final Cut Studio 5.1 License
9/12/2006	Batteries & Charger Package	1,440.40	1,416.59	23.81	Sony Battery Power System for DSR-PD170
9/22/2006	Professional MiniDV/DVCAM	3,341.71	3,286.30	55.41	Isys Corp - Sony DSR-PD170
9/22/2006	Professional MiniDV/DVCAM	3,341.71	3,286.30	55.41	Isys Corp - Sony DSR-PD170
9/22/2006	Lavalier Mic	292.71	287.92	4.79	Isys Corp - Sony ECM-77B
9/22/2006	Lavalier Mic	292.71	287.92	4.79	Isys Corp - Sony ECM-77B
9/22/2006	Lavalier Mic	292.71	287.92	4.79	Isys Corp - Sony ECM-77B
9/22/2006	External Firewire HD Enclosure	8,999.94	8,850.00	149.94	Isys - Firewire System w/ Switching PS
9/22/2006	External Firewire HD Enclosure	7,499.95	7,375.00	124.95	Isys - Firewire System w/ Switching PS
9/22/2006	External Firewire HD Enclosure	11,999.92	11,800.00	199.92	Isys - Firewire System w/ Switching PS
9/22/2006	Analog Video/Audio to DV Digit	644.79	634.25	10.54	Isys - Media Converter
9/22/2006	Analog Video/Audio to DV Digit	644.79	634.25	10.54	Isys - Media Converter
9/22/2006	External Firewire HD Enclosure	9,999.94	9,833.53	166.41	Isys - Firewire System w/ Switching PS

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
9/22/2006	External Firewire HD Enclosure	7,499.95	7,375.00	124.95	Isys - Firewire System w/ Switching PS
9/22/2006	External Firewire HD Enclosure	2,499.98	2,458.53	41.45	Isys - Firewire System w/ Switching PS
9/22/2006	External Firewire HD Enclosure	2,499.98	2,458.53	41.45	Isys - Firewire System w/ Switching PS
9/22/2006	External Firewire HD Enclosure	7,499.95	7,375.00	124.95	Isys - Media Converter
9/22/2006	External Firewire HD Enclosure	2,499.98	2,458.53	41.45	Isys - Firewire System w/ Switching PS
9/22/2006	Analog Video/Audio to DV Digit	644.80	634.25	10.55	Isys - Media Converters
9/22/2006	Analog Video/Audio to DV Digit	644.80	634.25	10.55	Isys - Media Converters
9/22/2006	Analog Video/Audio to DV Digit	644.80	634.25	10.55	Isys - Media Converter
9/22/2006	Analog Video/Audio to DV Digit	644.79	634.25	10.54	Isys - Media Converter
9/22/2006	Analog Video/Audio to DV Digit	644.79	634.25	10.54	Isys - Media Converters
10/6/2006	Analog Video/Audio to DV Cam	576.16	556.80	19.36	Sony Hawaii
10/16/2006	Rackmount UPS for Server Room	1,223.88	1,183.20	40.68	Dell - APC Smart Ups
10/16/2006	Rackmount UPS for Server Room	1,223.88	1,183.20	40.68	Dell - APC Smart Ups
10/16/2006	Rackmount UPS for Server Room	1,223.88	1,183.20	40.68	Dell - APC Smart Ups
10/24/2006	2006 Kia Sedona Minivan	22,864.83	21,719.23	1,145.60	2006 Kia Sedona
11/3/2006	Portable AC Unit	3,343.73	3,176.61	167.12	Air Reps - Office Pro 18
11/3/2006	DVCPRO Deck	5,292.15	5,027.40	264.75	Video Engineering - DVC Pro Pack
11/3/2006	Character Generator	6,000.00	5,700.00	300.00	Isys - Character Generator
11/3/2006	Character Generator	6,000.00	5,700.00	300.00	Isys - Character Generator
11/3/2006	Character Generator	6,000.00	5,700.00	300.00	Isys - Character Generator
11/3/2006	Character Generator	6,000.00	5,700.00	300.00	Isys - Character Generator
11/3/2006	Character Generator	6,000.00	5,700.00	300.00	Isys - Chracter Generator
11/3/2006	Tripod Package	1,562.49	1,484.28	78.21	Isys - Libec Tripod Package
11/3/2006	ENG Mic Pkg- Lavalier/Shotgun	908.71	863.55	45.16	Isys - ENG Microphone
11/3/2006	ENG Mic Pkg - Lavalier/Shotgun	908.71	863.55	45.16	Isys - ENG Microphone
11/3/2006	ENG Mic Pkg- Lavalier/Shotgun	908.71	863.55	45.16	Isys - ENG Microphone
11/3/2006	ENG Mic Pkg- Lavalier/Shotgun	908.71	863.55	45.16	Isys - ENG Microphone
11/3/2006	ENG Mic Pkg- Lavalier/Shotgun	908.71	863.55	45.16	Isys - ENG Microphone
11/3/2006	ENG Mic Pkg- Lavalier/Shotgun	908.71	863.55	45.16	Isys - ENG Microphone
11/3/2006	ENG Mic Pkg- Lavalier/Shotgun	908.71	863.55	45.16	Isys - ENG Microphone
11/3/2006	ENG Mic Pkg- Lavalier/Shotgun	908.71	863.55	45.16	Isys - ENG Microphone
11/3/2006	Character Generator	10,888.54	10,344.36	544.18	Isys - Character Generator w/ Brackets
11/3/2006	Tripod Package	1,562.49	1,484.28	78.21	Isys - Libec Tripod Package
11/3/2006	Tripod Package	1,562.49	1,484.28	78.21	Isys - Libec Tripod Package
11/3/2006	Tripod Package	1,562.49	1,484.28	78.21	Isys - Libec Tripod Package

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
11/3/2006	Tripod Package	1,562.49	1,484.28	78.21	Isys - Libec Tripod Package
11/3/2006	Fully Integrated Portable Fiel	26,129.83	24,823.50	1,306.33	Sony Anycast - AWS G500
11/3/2006	Storage Upgrade for Playback	12,070.55	11,467.26	603.29	Isys - Omneon MS 4140a Field Kit
11/3/2006	Rackmount LCD Video Monitors	1,467.70	1,394.22	73.48	Isys - Marshall V-R563P
11/3/2006	Satellite Alignment Meter	2,984.70	2,835.75	148.95	Isys - Satellite Alignment Meter
11/3/2006	ENG Mic Pkg- Lavalier/Shotgun	908.71	863.55	45.16	Isys - ENG Microphone
11/3/2006	ENG Mic Pkg- Lavalier/Shotgun	908.71	863.55	45.16	Isys - ENG Microphone
11/3/2006	DVCPRO Deck	5,292.16	5,027.40	264.76	Video Engineering - DVC Pro Pack
11/3/2006	DVCPRO Deck	5,292.16	5,027.40	264.76	Video Engineering - DVC Pro Pack
11/3/2006	Production Intercom	629.17	597.93	31.24	Isys - Intercom Outlet Box
11/3/2006	LCD Mon for Playback Status	1,144.79	1,087.56	57.23	Pure Digital - Sharp LC-32DA5U 32 LCD
11/3/2006	Studio Light Kit	2,866.75	2,723.46	143.29	Video Engineering - Videssence KK2110-FC
11/3/2006	Studio Light Kit	2,866.75	2,723.46	143.29	Video Engineering - Videssence KK2110-FC
11/3/2006	DVCPRO Deck	5,292.15	5,027.40	264.75	Video Engineering - DVC Pro Pack
11/3/2006	DVCPRO Deck	5,292.15	5,027.40	264.75	Video Engineering - DVC Pro Pack
11/3/2006	DVCPRO Deck	5,292.15	5,027.40	264.75	Video Engineering - DVC Pro Pack
11/3/2006	DVCPRO Deck	5,292.15	5,027.40	264.75	Video Engineering - DVC Pro Pack
11/3/2006	DVCPRO Deck	5,292.16	5,027.40	264.76	Video Engineering - DVC Pro Pack
11/3/2006	DVCPRO Deck	5,292.16	5,027.40	264.76	Video Engineering - DVC Pro Pack
12/4/2006	Computer Network Router	7,070.36	6,599.04	471.32	
12/4/2006	Secured Wireless Access Point	1,124.23	1,049.44	74.79	
12/4/2006	VPN Security Hardware	3,112.12	2,904.72	207.40	
12/4/2006	GigE Ethernet Switch	7,181.83	6,703.20	478.63	
12/4/2006	Computer Network Firewall	7,120.28	6,645.52	474.76	
12/4/2006	Rackmount KVM	1,974.02	1,842.40	131.62	
12/4/2006	Remote Access IP KVM Switch	822.93	768.32	54.61	
12/4/2006	Rack Components Posts	993.21	926.80	66.41	
12/16/2006	32 Port Device Controller	2,418.88	2,257.36	161.52	
12/18/2006	LCD Computer Displays, 20-inch	864.49	806.96	57.53	
12/18/2006	Application Servers - Playback	2,348.13	2,191.84	156.29	
12/18/2006	Application Servers - Playback	2,348.13	2,191.84	156.29	
12/18/2006	Application Servers - Playback	2,348.13	2,191.84	156.29	
12/20/2006	Production Furniture	1,512.49	1,411.76	100.73	
12/21/2006	Rackmount Audio Mixer	573.54	535.36	38.18	Shure FP-16A
12/21/2006	Rackmount Audio Mixer	573.54	535.36	38.18	Shure FP-16A
12/21/2006	Wireless Mic Package A	1,469.50	1,371.44	98.06	LM/UCR
12/21/2006	Wireless Mic Package A	1,469.50	1,371.44	98.06	LM/UCR
12/21/2006	Wireless Mic Package A	1,469.51	1,371.44	98.07	LM/UCR
12/21/2006	Wireless Mic Package B	1,530.74	1,428.56	102.18	LM/UCR
12/21/2006	Wireless Mic Package B	1,530.73	1,428.56	102.17	LM/UCR
12/27/2006	Studio Light Kits	3,272.38	3,054.24	218.14	BLK-700LX
12/27/2006	Studio Light Kits	3,272.37	3,054.24	218.13	BLK-700LX
12/27/2006	Lavalier Mics (7)	2,048.96	1,912.40	136.56	Sony ECM-77B
12/27/2006	Handheld Mics (8)	706.25	659.12	47.13	Shure SM-58

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
12/27/2006	Lavalier Mics (7)	2,048.96	1,912.40	136.56	Sony ECM-77B
12/27/2006	Handheld Mics (8)	706.25	659.12	47.13	Shure SM-58
1/7/2007	DVCPRO Recorder/Player w/Firew	5,282.72	4,842.75	439.97	AJ-SD255P
1/7/2007	DVCPRO Recorder/Player w/Firew	5,282.72	4,842.75	439.97	AJ-SD255P
1/7/2007	MacBook Pro 17 w/FCS & Case	3,847.34	3,526.60	320.74	MacBook Pro 17 2.33Ghz PN:z0dr
1/7/2007	MacBook Pro 17 w/FCS & Case	3,847.34	3,526.60	320.74	MacBook Pro 17 2.33Ghz PN:z0dr
1/7/2007	MacBook Pro 17 w/FCS & Case	3,847.34	3,526.60	320.74	MacBook Pro 17 2.33Ghz PN:z0dr
1/7/2007	MacBook Pro 17 w/FCS & Case	3,847.34	3,526.60	320.74	MacBook Pro 17 2.33Ghz PN:z0dr
1/7/2007	MacBook Pro 17 w/FCS & Case	3,847.33	3,526.60	320.73	
1/7/2007	MacBook Pro 17 w/FCS & Case	3,847.33	3,526.60	320.73	MacBook Pro 17 2.33Ghz PN:z0dr
1/7/2007	MacBook Pro 15 w/FCS & Case	3,687.90	3,380.85	307.05	MacBook Pro 15
1/7/2007	MacBook Pro 15 w/FCS & Case	3,687.91	3,380.85	307.06	MacBook Pro 15
1/7/2007	Apple Tower w/FCS & UPS 1200V	4,357.07	3,994.10	362.97	MacPro Computer PN:Z0D8
1/7/2007	Apple Tower w/FCS & UPS 1200V	4,357.06	3,994.10	362.96	MacPro Computer PN:Z0D8
1/7/2007	Shure Lavalier Mic w/Case	214.09	196.35	17.74	MX185BP
1/7/2007	Shure Lavalier Mic w/Case	214.09	196.35	17.74	MX185BP
1/7/2007	Shure Lavalier Mic w/Case	214.09	196.35	17.74	MX185BP
1/7/2007	Shure Lavalier Mic w/Case	214.10	196.35	17.75	MX185BP
1/7/2007	EV RE-50 Handheld Mic w/Case	170.36	156.20	14.16	
1/7/2007	EV RE-50 Handheld Mic w/Case	170.36	156.20	14.16	
1/7/2007	Sennheiser Shotgun Mic w/Case	510.26	467.50	42.76	
1/7/2007	Sennheiser Shotgun Mic w/Case	510.25	467.50	42.75	
1/7/2007	Interior Painting - 2007	19,325.00	2,270.95	17,054.05	
2/7/2007	Dell Server w/Encoder & softwr	1,797.84	1,610.77	187.07	
2/7/2007	Dell Server w/Encoder & softwr	1,797.84	1,610.77	187.07	
2/7/2007	Dell Server w/Encoder & softwr	1,797.83	1,610.77	187.06	
2/7/2007	Dell Server w/Encoder & softwr	1,797.83	1,610.77	187.06	
2/7/2007	Dell Laptop	1,261.78	1,135.62	126.16	
2/7/2007	Sony DVCAM Camcorder w/case	2,485.99	2,237.22	248.77	
2/7/2007	Sony DVCAM Camcorder w/case	2,486.00	2,237.22	248.78	
3/7/2007	Closed Captioning Encoder	4,812.20	4,250.60	561.60	
3/7/2007	Closed Captioning Encoder	4,812.19	4,250.60	561.59	
3/7/2007	Base Platform for Edit Systems	3,796.58	3,332.84	463.74	
3/7/2007	Base Platform for Edit System	3,796.58	3,332.84	463.74	
3/7/2007	Base Platform for Edit System	3,796.58	3,332.84	463.74	
4/7/2007	UPS for computer workstations	799.77	693.16	106.61	
4/7/2007	UPS for computer workstations	799.78	693.16	106.62	
4/7/2007	UPS for computer workstations	799.78	693.16	106.62	
4/7/2007	UPS for computer workstations	799.78	693.16	106.62	
4/7/2007	UPS for computer workstations	799.78	693.16	106.62	
4/7/2007	UPS for computer workstations	799.78	693.16	106.62	
4/7/2007	UPS for computer workstations	799.78	693.16	106.62	
4/7/2007	UPS for computer workstations	799.78	693.16	106.62	
4/7/2007	Network Switch	989.78	858.00	131.78	
4/7/2007	Network Switch	989.78	858.00	131.78	
4/7/2007	Network Router	876.99	760.24	116.75	
4/7/2007	Network Security Appliance	989.78	858.00	131.78	
4/7/2007	Network Security Appliance	989.78	858.00	131.78	
4/7/2007	Roofing Repairs	949.00	105.56	843.44	
5/1/2007	Mis Building Improvements	29,916.30	3,228.14	26,688.16	
5/1/2007	Roll-Up Grille Garage Door	15,960.32	1,739.10	14,221.22	
5/4/2007	Office Renovation 2006	273,078.09	29,389.98	243,688.11	
5/30/2007	Drapery Replacement 2nd Floor	14,436.57	1,573.35	12,863.22	
5/30/2007	Desktop Computer Workstation	1,311.04	1,114.35	196.69	
5/30/2007	Desktop Computer Workstation	1,311.04	1,114.35	196.69	
5/30/2007	Desktop Computer Workstation	1,311.04	1,114.35	196.69	
5/30/2007	Desktop Computer Workstation	1,311.04	1,114.35	196.69	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
5/30/2007	Desktop Computer Workstation	1,311.04	1,114.35	196.69	
5/30/2007	Desktop Computer Workstation	1,311.03	1,114.35	196.68	
5/30/2007	Desktop Computer Workstation	1,311.04	1,114.35	196.69	
5/30/2007	Desktop Computer Workstation	1,311.04	1,114.35	196.69	
5/30/2007	Laptop Computer	1,810.63	1,539.18	271.45	
5/30/2007	Laptop Computer	1,810.63	1,539.18	271.45	
5/30/2007	Desktop Computer Workstation	1,311.01	1,114.35	196.66	
5/30/2007	Desktop Computer Workstation	1,311.01	1,114.35	196.66	
5/30/2007	Desktop Computer Workstation	1,311.01	1,114.35	196.66	
5/30/2007	Desktop Computer Workstation	1,311.04	1,114.35	196.69	
5/30/2007	Desktop Computer Workstation	1,311.04	1,114.35	196.69	
5/30/2007	Desktop Computer Workstation	1,311.04	1,114.35	196.69	
5/30/2007	Desktop Computer Workstation	1,311.04	1,114.35	196.69	
5/30/2007	Desktop Computer Workstation	1,311.04	1,114.35	196.69	
5/30/2007	Desktop Computer Workstation	1,311.04	1,114.35	196.69	
5/30/2007	Laptop Computer	1,810.63	1,539.18	271.45	
5/30/2007	Laptop Computer	1,810.63	1,539.18	271.45	
5/30/2007	Laptop Computer	1,810.62	1,539.18	271.44	
5/30/2007	Laptop Computer	1,810.62	1,539.18	271.44	
5/30/2007	Laptop Computer	1,810.62	1,539.18	271.44	
5/30/2007	Laptop Computer	1,423.42	1,209.72	213.70	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	510.00	425.00	85.00	
6/15/2007	External Hard Drive w/Firewire	509.99	425.00	84.99	
6/15/2007	Lighting Kit	1,324.61	1,104.00	220.61	
6/15/2007	Lighting Kit	1,324.61	1,104.00	220.61	
6/15/2007	Lighting Kit	1,324.57	574.08	750.49	
6/15/2007	Field Aud Pkg-Mixer, Shtgn mic	2,311.79	1,926.50	385.29	
6/15/2007	Field Aud Pkg-Mixer, Shtgn mic	2,311.79	1,926.50	385.29	
6/15/2007	Field Aud Pkg-Mixer, Shtgn mic	2,311.79	1,926.50	385.29	
6/15/2007	Sony DVCAM, tripod, mics, bat	4,089.53	3,408.00	681.53	
6/15/2007	Sony DVCAM, tripod, mics, bat	4,089.53	3,408.00	681.53	
6/15/2007	Sony DVCAM, tripod, mics, bat	4,089.53	3,408.00	681.53	
6/15/2007	Sony DVCAM, tripod, mics, bat	4,089.53	3,408.00	681.53	
6/15/2007	Sony DVCAM, tripod, mics, bat	4,089.53	3,408.00	681.53	
6/15/2007	Sony DVCAM, tripod, mics, bat	4,089.53	3,408.00	681.53	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
6/15/2007	Sony DVCAM, tripod, mics, bat	4,089.53	3,408.00	681.53	
6/15/2007	Sony DVCAM, tripod, mics, bat	4,089.52	3,408.00	681.52	
6/15/2007	Sony DVCAM, tripod, mics, bat	4,089.52	3,408.00	681.52	
6/15/2007	Sony DVCAM, tripod, mics, bat	4,089.52	3,408.00	681.52	
6/15/2007	Secrity Cam Sys-4 cam, dig rec	653.69	544.50	109.19	
6/21/2007	Workstation & Serv OS Site Lic	894.40	745.50	148.90	
6/21/2007	Carpet Replacement	38,082.23	4,068.50	34,013.73	
6/27/2007	Equip Rack-45U,38 Deep w/fans	2,662.80	2,219.00	443.80	
6/27/2007	Equip Rack-45U,38 Deep w/fans	2,662.80	2,219.00	443.80	
6/27/2007	Equip Rack-45U,38 Deep w/fans	2,662.79	2,219.00	443.79	
6/27/2007	Equip Rack-45U,38 Deep w/fans	2,662.79	2,219.00	443.79	
6/27/2007	DVCPRO Vid Tap Rec/Play w/Frwr	5,319.89	4,433.00	886.89	
6/27/2007	DV VTR w/Firewire Interface	1,853.41	1,544.50	308.91	
6/27/2007	DV VTR w/Firewire Interface	1,853.40	1,544.50	308.90	
6/27/2007	DV VTR w/Firewire Interface	1,853.40	1,544.50	308.90	
6/27/2007	DV VTR w/Firewire Interface	1,853.40	1,544.50	308.90	
6/27/2007	DV VTR w/Firewire Interface	1,853.40	1,544.50	308.90	
6/27/2007	DV VTR w/Firewire Interface	1,853.40	1,544.50	308.90	
7/6/2007	Encoder Software	5,195.00	4,242.42	952.58	
7/6/2007	Audio/Video Matrix Router	813.61	664.44	149.17	
7/6/2007	Office Printer/Fax Machine	982.14	802.13	180.01	
7/31/2007	Consumer Camcorder Package	1,546.18	1,262.73	283.45	
7/31/2007	Consumer Camcorder Package	1,546.18	1,262.73	283.45	
7/31/2007	Consumer Camcorder Package	1,546.18	1,262.73	283.45	
7/31/2007	Consumer Camcorder Package	1,546.18	1,262.73	283.45	
7/31/2007	Consumer Camcorder Package	1,546.18	1,262.73	283.45	
7/31/2007	Consumer Camcorder Package	1,546.18	1,262.73	283.45	
7/31/2007	Consumer Camcorder Package	1,546.17	1,262.73	283.44	
7/31/2007	Consumer Camcorder Package	1,546.17	1,262.73	283.44	
7/31/2007	Consumer Camcorder Package	1,546.17	1,262.73	283.44	
8/11/2007	Network Security Software Serv	9,049.09	7,088.54	1,960.55	
9/4/2007	Video Monitor, 15 inch	943.82	739.31	204.51	
9/4/2007	Video Monitor, 15 inch	943.82	739.31	204.51	
9/4/2007	Video Monitor, 15 inch	943.82	739.31	204.51	
9/4/2007	Video Monitor, 15 inch	943.82	739.31	204.51	
9/4/2007	Video Monitor, 15 inch	943.82	739.31	204.51	
9/4/2007	Video Monitor, 15 inch	943.83	739.31	204.52	
9/4/2007	Video Mon, Dual 8 in, rack mnt	1,805.60	1,414.23	391.37	
9/4/2007	Video Mon, Dual 8 in, rack mnt	1,805.60	1,414.23	391.37	
9/4/2007	DVCPRO Video Tp Rec/Plyr frwl	5,179.32	4,057.04	1,122.28	
9/4/2007	DVCPRO Video Tp Rec/Plyr frwl	5,179.31	4,057.04	1,122.27	
9/4/2007	DVCPRO Video Tp Rec/Plyr frwl	5,179.32	4,057.04	1,122.28	
9/4/2007	DVCPRO Video Tp Rec/Plyr frwl	5,179.32	4,057.04	1,122.28	
9/4/2007	DVCPRO Video Tp Rec/Plyr frwl	5,179.32	4,057.04	1,122.28	
9/4/2007	DVCPRO Video Tp Rec/Plyr frwl	5,179.31	4,057.04	1,122.27	
9/4/2007	DVCPRO Video Tp Rec/Plyr frwl	5,179.32	4,057.04	1,122.28	
9/4/2007	DVCPRO Video Tp Rec/Plyr frwl	5,179.32	4,057.04	1,122.28	
9/4/2007	DVCPRO Video Tp Rec/Plyr frwl	5,179.32	4,057.04	1,122.28	
9/4/2007	DVCPRO Video Tp Rec/Plyr frwl	5,179.31	4,057.04	1,122.27	
9/13/2007	Non linear Workstation Disp 20	566.65	443.68	122.97	
9/13/2007	Non linear Workstation Disp 20	566.65	443.68	122.97	
9/13/2007	Non linear workst w/FC stud sf	3,670.09	2,874.99	795.10	
9/13/2007	Non linear workst w/FC studio	3,670.09	2,874.99	795.10	
9/13/2007	Non linear workst w/FC studio	3,670.09	2,874.99	795.10	
9/13/2007	Non linear workst w/FC studio	3,670.09	2,874.99	795.10	
9/13/2007	Non linear workst w/FC studio	3,670.09	2,874.99	795.10	
9/13/2007	Non linear workst w/FC studio	3,670.09	2,874.99	795.10	
9/13/2007	Non linear workst w/FC studio	3,670.09	2,874.99	795.10	
9/13/2007	Non linear Workstation Disp 20	566.64	443.68	122.96	
9/13/2007	Non linear Workstation Disp 20	566.64	443.68	122.96	
9/13/2007	Non linear Workstation Disp 20	566.64	443.68	122.96	
9/13/2007	Non linear Workstation Disp 20	566.64	443.68	122.96	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
9/13/2007	Non linear Workstation Disp 20	566.64	443.68	122.96	
9/13/2007	Non linear Workstation Disp 20	566.64	443.68	122.96	
9/13/2007	Non linear Workstation Disp 20	566.64	443.68	122.96	
9/13/2007	Non linear Workstation Disp 20	566.64	443.68	122.96	
9/13/2007	Non linear Workstation Disp 20	566.64	443.68	122.96	
9/13/2007	Non linear Workstation Disp 20	566.64	443.68	122.96	
9/13/2007	Camcorder,charg,batt,tri, mics	1,546.17	1,211.19	334.98	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Camcorder,charg,batt,tri, mics	1,546.18	1,211.19	334.99	
9/13/2007	Camcorder,charg,batt,tri, mics	1,546.18	1,211.19	334.99	
9/13/2007	Camcorder,charg,batt,tri, mics	1,546.18	1,211.19	334.99	
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	
9/13/2007	Wireless Lavalier Mic System	1,094.24	857.28	236.96	
9/13/2007	Wireless Lavalier Mic System	1,094.24	857.28	236.96	
9/13/2007	Wireless Lavalier Mic System	1,094.24	857.28	236.96	
9/13/2007	Wireless Lavalier Mic System	1,094.24	857.28	236.96	
9/13/2007	Wireless Lavalier Mic System	1,094.24	857.28	236.96	
9/13/2007	Wireless Lavalier Mic System	1,094.24	857.28	236.96	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	Ext Hard Drive w/Firewire Intf	510.00	399.50	110.50	
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	
9/13/2007	Non linear workst w/FC studio	3,670.09	2,874.99	795.10	
9/13/2007	Non linear workst w/FC studio	3,670.09	2,874.99	795.10	
9/13/2007	Non linear workst w/FC studio	3,670.09	2,874.99	795.10	
9/13/2007	Non linear workst w/FC studio	3,670.09	2,874.99	795.10	
9/13/2007	Non linear workst w/FC studio	3,529.94	2,765.01	764.93	
9/13/2007	Non linear workst w/FC studio	4,178.93	3,273.55	905.38	
9/13/2007	DVD Duplicators (5)	4,503.50	3,527.82	975.68	
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	
9/13/2007	External hard drive w.firewire	510.00	399.50	110.50	
9/13/2007	Ethernet switch	10,988.75	8,608.05	2,380.70	
9/13/2007	Playback Monitoring Software	3,699.30	2,895.36	803.94	
9/20/2007	Executive Desk	1,028.63	805.58	223.05	
9/20/2007	Field Audio Mixer	1,446.70	1,133.17	313.53	
9/20/2007	Field Audio Mixer	1,446.70	1,133.17	313.53	
9/20/2007	Shotgun Mic	510.26	399.50	110.76	
9/20/2007	Shotgun Mic	510.26	399.50	110.76	
9/20/2007	Shotgun Mic	510.26	399.50	110.76	
9/20/2007	Shotgun Mic	510.27	399.50	110.77	
9/27/2007	Apple Final Cut Studio License	29,896.16	23,418.69	6,477.47	
9/27/2007	Apple Mac OSX (96)	14,621.08	11,452.96	3,168.12	
10/11/2007	Cassette CD/ recorder	816.65	626.06	190.59	
10/11/2007	Video Monitor	1,734.80	1,329.86	404.94	
10/11/2007	Video Monitor	1,734.79	1,329.86	404.93	
10/30/2007	Network Switch	4,554.97	3,492.32	1,062.65	
10/30/2007	Network Switch	4,554.97	3,492.32	1,062.65	
10/30/2007	Network Security Device	1,963.35	1,505.12	458.23	
10/30/2007	Network Security Device	1,963.35	1,505.12	458.23	
10/30/2007	Network Security Device	1,963.35	1,505.12	458.23	
10/30/2007	Network Security Device	1,963.35	1,505.12	458.23	
10/30/2007	Server UPS	3,000.00	2,300.00	700.00	
10/30/2007	Server UPS	3,000.00	2,300.00	700.00	
10/30/2007	Server UPS	3,000.00	2,300.00	700.00	
10/30/2007	Server UPS	3,000.00	2,300.00	700.00	
10/30/2007	Streaming Encoder	2,067.26	1,577.60	489.66	
10/30/2007	Streaming Encoder	2,067.26	1,577.60	489.66	
10/30/2007	Laptop Computer	1,958.23	1,501.44	456.79	
10/30/2007	Computer Display - Touchscreen	533.77	409.40	124.37	
10/30/2007	Storage Cabinet	575.44	441.14	134.30	
10/30/2007	Storage Cabinet	575.44	441.14	134.30	
10/30/2007	Storage Cabinet	575.44	441.14	134.30	
11/1/2007	computer display touchscreen	533.77	400.50	133.27	
11/1/2007	computer display touchscreen	533.77	400.50	133.27	
11/1/2007	computer display touchscreen	533.77	400.50	133.27	
11/1/2007	computer display touchscreen	533.76	400.50	133.26	
11/1/2007	computer display touchscreen	533.76	400.50	133.26	
11/1/2007	computer display touchscreen	533.76	400.50	133.26	
11/30/2007	audio mixer-mics,stands,case	3,890.09	2,917.35	972.74	
12/10/2007	LCD Display 20 in	566.65	415.36	151.29	
12/10/2007	LCD Display 20 in	566.64	415.36	151.28	
12/10/2007	Nonlinear wkstat w/stud sftwr	3,782.18	2,773.76	1,008.42	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
12/10/2007	Nonlinear wkstat w/stud sftwr	3,782.19	2,773.76	1,008.43	
12/10/2007	Nonlinear wkstat w/stud sftwr	3,782.19	2,773.76	1,008.43	
12/10/2007	Nonlinear wkstat w/stud sftwr	3,782.19	2,773.76	1,008.43	
12/10/2007	Nonlinear wkstation w/stud sft	3,782.19	2,773.76	1,008.43	
12/10/2007	Nonlinear wkstation w/stud sft	3,782.19	2,773.76	1,008.43	
12/10/2007	Nonlinear wkstation w/stud sft	3,782.18	2,773.76	1,008.42	
12/10/2007	Nonlinear wkstation w/stud sft	3,782.18	2,773.76	1,008.42	
12/10/2007	Nonlinear wkstation w/stud sft	3,782.18	2,773.76	1,008.42	
12/10/2007	Nonlinear wkstation w/stud sft	3,782.19	2,773.76	1,008.43	
12/10/2007	LCD Display 20 in	566.64	415.36	151.28	
12/10/2007	LCD Display 20 in	566.64	415.36	151.28	
12/10/2007	Non-linear Wrkstat lin softwr	3,713.30	2,723.16	990.14	
12/10/2007	Non-linear Wrkstat lin softwr	3,713.30	2,723.16	990.14	
12/10/2007	Non-linear Wrkstat lin softwr	3,713.29	2,723.16	990.13	
12/10/2007	Nonlinear wkstat w/stud sftwr	3,713.30	2,723.16	990.14	
12/10/2007	Nonlinear wkstat w/stud sftwr	3,782.20	2,773.76	1,008.44	
12/10/2007	Nonlinear wkstat w/stud sftwr	3,782.19	2,773.76	1,008.43	
12/10/2007	Nonlinear wkstat w/stud sftwr	3,782.19	2,773.76	1,008.43	
12/10/2007	Nonlinear wkstat w/stud sftwr	3,782.18	2,773.76	1,008.42	
12/10/2007	Nonlinear wksta w/studio sftwr	4,431.19	3,249.40	1,181.79	
12/10/2007	Nonlinear wksta w/studio sftwr	4,431.17	3,249.40	1,181.77	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	509.99	374.00	135.99	
12/18/2007	Field Hard Dr Recorder w.firew	1,351.10	990.88	360.22	
12/18/2007	Field Hard Dr Recorder w.firew	1,351.10	990.88	360.22	
12/18/2007	Field Hard Dr Recorder w.firew	1,351.10	990.88	360.22	
12/18/2007	Field Hard Dr Recorder w.firew	1,351.10	990.88	360.22	
12/18/2007	Field Hard Dr Recorder w.firew	1,351.10	990.88	360.22	
12/18/2007	Field Hard Dr Recorder w.firew	1,351.10	990.88	360.22	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	External hard drive w.firewire	510.00	374.00	136.00	
12/18/2007	Intercom Station	1,878.80	1,377.64	501.16	
12/18/2007	Mic Boom Pole	1,023.47	750.64	272.83	
12/18/2007	Mic Boom Pole	1,023.46	750.64	272.82	
12/18/2007	Studio Countdown Clock	1,189.17	872.08	317.09	
12/18/2007	Studio Countdown Clock	1,189.17	872.08	317.09	
12/18/2007	Studio Countdown Clock	1,189.17	872.08	317.09	
12/18/2007	Studio Countdown Clock	1,189.17	872.08	317.09	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
12/18/2007	Field Hard Drive Rec w.firewir	1,351.10	990.88	360.22	
12/18/2007	Field Hard Drive Rec w.firewir	1,351.10	990.88	360.22	
12/18/2007	Field Hard Drive Rec w.firewir	1,351.10	990.88	360.22	
12/18/2007	Field Hard Dr Recorder w.firew	1,351.10	990.88	360.22	
12/18/2007	Field Hard Dr Recorder w.firew	1,351.10	990.88	360.22	
12/18/2007	Field Hard Dr Recorder w.firew	1,351.10	990.88	360.22	
12/18/2007	Field Hard Dr Recorder w.firew	1,351.09	990.88	360.21	
12/18/2007	Field Hard Dr Recorder w.firew	1,351.10	990.88	360.22	
12/18/2007	Field Hard Dr Recorder w.firew	1,351.10	990.88	360.22	
12/18/2007	Field Hard Dr Recorder w.firew	1,351.10	990.88	360.22	
12/18/2007	Field Hard Dr Recorder w.firew	1,351.10	990.88	360.22	
12/18/2007	Field Hard Dr Recorder w.firew	1,351.10	990.88	360.22	
12/18/2007	Field Hard Drive Rec w.firewir	1,351.10	990.88	360.22	
12/18/2007	Field Hard Drive Rec w.firewir	1,351.10	990.88	360.22	
12/18/2007	Field Hard Drive Rec w.firewir	1,351.10	990.88	360.22	
12/18/2007	Field Hard Drive Rec w.firewir	1,351.10	990.88	360.22	
12/30/2007	Rackmount Video Monitor	1,419.75	1,041.04	378.71	
12/30/2007	Studio Light - Fluorescent Typ	2,734.50	2,005.52	728.98	
12/30/2007	Studio Light - Fluorescent Typ	2,734.50	2,005.52	728.98	
12/30/2007	Studio Light - Fluorescent Typ	2,734.50	2,005.52	728.98	
12/30/2007	Studio Light - Fluorescent Typ	2,734.50	2,005.52	728.98	
12/30/2007	Studio Light - Fluorescent Typ	2,734.50	2,005.52	728.98	
12/30/2007	Teleprompter System	12,249.92	8,983.48	3,266.44	
12/30/2007	Broadcast Video Server	51,464.00	37,740.12	13,723.88	
12/30/2007	Traffic Office Improvements	6,924.20	5,077.60	1,846.60	
12/30/2007	Modular Furniture - Back Admin	18,348.84	13,229.69	5,119.15	
1/31/2008	Lighting Retrofit	73,179.88	6,723.91	66,455.97	
1/31/2008	Grapics Software	4,769.54	3,270.31	1,499.23	
1/31/2008	LCD Display Screen	1,045.94	749.49	296.45	
1/31/2008	LCD Display Screen	1,045.93	749.49	296.44	
1/31/2008	Dual LCD Video Monitor	1,857.62	1,331.28	526.34	
1/31/2008	Dual LCD Video Monitor	1,857.62	1,331.28	526.34	
2/13/2008	Multi-input projector & case	2,539.24	1,777.44	761.80	
2/13/2008	Fresnel Studio Light w/2 Lamps	936.55	655.62	280.93	
2/13/2008	Fresnel Studio Light w/2 Lamps	936.55	655.62	280.93	
2/13/2008	Fresnel Studio Light w/2 Lamps	936.54	655.62	280.92	
2/13/2008	Fresnel Studio Light w/2 Lamps	936.54	655.62	280.92	
2/13/2008	Fresnel Studio Light w/2 Lamps	936.55	655.62	280.93	
2/13/2008	Fresnel Studio Light w/2 Lamps	936.55	655.62	280.93	
2/13/2008	Fresnel Studio Light w/2 Lamps	936.55	655.62	280.93	
2/13/2008	Fresnel Studio Light w/2 Lamps	936.55	655.62	280.93	
2/13/2008	Fresnel Studio Light w/2 Lamps	936.54	655.62	280.92	
2/13/2008	Fresnel Studio Light w/2 Lamps	936.54	655.62	280.92	
2/13/2008	Fresnel Studio Light w/2 Lamps	936.54	655.62	280.92	
2/13/2008	Fresnel Studio Light w/2 Lamps	936.54	655.62	280.92	
2/13/2008	Fresnel Studio Light w/2 Lamps	936.54	655.62	280.92	
2/17/2008	Digital Camera & Accessories	2,136.05	1,495.20	640.85	
2/25/2008	3 Camera Robotic System	74,471.18	50,088.08	24,383.10	
2/25/2008	3 Camera Robotic System	74,471.16	50,088.08	24,383.08	
2/29/2008	Rackmount UPS	1,020.93	714.84	306.09	
2/29/2008	Rackmount UPS	1,020.93	714.84	306.09	
2/29/2008	Server UPS	1,020.93	714.84	306.09	
2/29/2008	Rackmount UPS	1,020.93	714.84	306.09	
3/28/2008	Video Security System	1,047.10	715.45	331.65	
4/28/2008	Digital to Analog Convert Syst	15,518.25	10,334.46	5,183.79	
4/30/2008	Front Parking Lot	403,834.27	34,515.60	369,318.67	
5/12/2008	Elevator Jack Replacement	44,165.47	3,680.43	40,485.04	
5/19/2008	Notebook Computer	594.46	386.49	207.97	
5/31/2008	Desk and File Cabinets (2)	785.36	510.51	274.85	
6/30/2008	Outlook Migration	8,898.24	5,524.28	3,373.96	
6/30/2008	Speaker Display Phones	1,101.14	697.30	403.84	
6/30/2008	Studio Curtain Track	1,883.16	1,192.82	690.34	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
7/3/2008	Portable LED Light Kit - 2	4,749.72	2,928.92	1,820.80	
7/7/2008	Flatbed Scanner	623.69	384.43	239.26	
7/8/2008	Intergrated Portable w/Accesso	29,368.96	16,863.91	12,505.05	
7/9/2008	Telepromter System	16,997.32	10,481.73	6,515.59	
7/11/2008	External F/W Drive (2)	1,047.12	645.65	401.47	
7/11/2008	Rackmount LCD Video Monitor	810.10	499.50	310.60	
7/11/2008	Rackmount LCD Video Monitor	4,976.70	3,069.15	1,907.55	
7/11/2008	Audio Patch Panel	2,001.19	1,233.95	767.24	
7/11/2008	Computer Display	566.64	349.28	217.36	
7/11/2008	Non-Linear Wrk Sta. w/o FC Sof	3,036.70	1,872.57	1,164.13	
7/11/2008	Non-Linear Wrk Sta. w/o FC Sof	840.96	518.74	322.22	
7/11/2008	Consumer Level Camcorder Pkg	9,670.05	5,963.29	3,706.76	
7/11/2008	Consumer Level Camcorder Pkg	6,668.73	4,112.55	2,556.18	
7/11/2008	Rackmount LCD Video Monitor	2,737.26	1,687.94	1,049.32	
7/11/2008	Rackmount LCD Video Monitor	1,898.72	1,171.05	727.67	
7/11/2008	Rackmount LCD Video Monitor-5	6,561.67	4,046.32	2,515.35	
7/14/2008	Modular Furniture	5,762.94	3,553.85	2,209.09	
7/15/2008	Video Projector	3,455.76	2,131.20	1,324.56	
7/15/2008	Encoding Software & Maint.	10,432.04	6,433.19	3,998.85	
7/23/2008	Stackable Chairs (50)	8,550.28	5,272.50	3,277.78	
8/4/2008	DVCPro Tape Deck w/RS422 Inter	2,617.80	1,570.68	1,047.12	
8/4/2008	DV Tapedeck w/Firewire Interfa	3,304.59	1,982.88	1,321.71	
8/4/2008	DVCPro Tape Deck w/RS422 Inter	2,617.80	1,570.68	1,047.12	
8/18/2008	Character Generator System	1,475.13	885.24	589.89	
8/18/2008	DVCPro Tape Deck w/Firewire In	5,179.32	3,107.52	2,071.80	
8/18/2008	DVCPro Tape Deck w/Firewire In	5,179.32	3,107.52	2,071.80	
8/18/2008	DVCPro Tape Deck w/Firewire In	5,179.32	3,107.52	2,071.80	
8/18/2008	DVCPro Tape Deck w/Firewire In	5,179.32	3,107.52	2,071.80	
8/18/2008	DVCPro Tape Deck w/Firewire In	5,179.31	3,107.52	2,071.79	
8/18/2008	DVCPro Tape Deck w/Firewire In	5,179.31	3,107.52	2,071.79	
8/21/2008	DVCPro Tape Deck w/Firewire In	6,055.57	3,633.48	2,422.09	
8/21/2008	DVCPro Tape Deck w/Firewire In	6,055.57	3,633.48	2,422.09	
8/21/2008	DVCPro Tape Deck w/Firewire In	6,055.57	3,633.48	2,422.09	
8/21/2008	DVCPro Tape Deck w/Firewire In	5,423.37	3,254.04	2,169.33	
8/21/2008	DVCPro Tape Deck w/Firewire In	5,423.37	3,254.04	2,169.33	
8/21/2008	DVCPro Tape Deck w/Firewire In	5,423.37	3,254.04	2,169.33	
8/21/2008	DVCPro Tape Deck w/Firewire In	5,423.37	3,254.04	2,169.33	
8/21/2008	DVCPro Tape Deck w/Firewire In	5,423.37	3,254.04	2,169.33	
8/21/2008	DVCPro Tape Deck w/Firewire In	5,423.37	3,254.04	2,169.33	
8/21/2008	Server Monitoring Software	1,989.53	1,193.76	795.77	
8/21/2008	Date Backup Hardware	2,617.80	1,570.68	1,047.12	
8/21/2008	Desktop Computer Extended War	1,434.00	860.40	573.60	
9/11/2008	Office Furniture for IT Mgr	868.42	506.45	361.97	
9/11/2008	Office Furniture - Playback Mg	868.42	506.45	361.97	
9/11/2008	Carpeting for Playback Mgr Off	450.26	262.50	187.76	
9/23/2008	Modular Furniture Front CC Ofc	16,998.91	9,478.53	7,520.38	
9/23/2008	Desktop Computer Extended War	2,653.75	1,548.05	1,105.70	
9/23/2008	Laser Printer w/Netwrk Interfa	1,168.58	681.80	486.78	
9/30/2008	Playback/IT office renovation	5,788.00	432.95	5,355.05	
9/30/2008	2002 Chevy Astro Van - Brakes	5,419.08	5,419.08	0.00	
10/14/2008	Payroll Software Upgrade v7.5	937.17	531.08	406.09	
10/14/2008	LCD Computer Display (7)	1,984.29	1,124.38	859.91	
10/14/2008	Laptop Computer w/accessories	2,550.78	1,445.34	1,105.44	
10/27/2008	Non-Linear Workstation w/o FC	3,167.99	1,795.20	1,372.79	
10/27/2008	Non-Linear Wrk Station w/o FC	3,167.98	1,795.20	1,372.78	
10/27/2008	Non-Linear Workstation w/o FC	3,167.98	1,795.20	1,372.78	
10/27/2008	Non-Linear Workstation w/o FC	3,167.98	1,795.20	1,372.78	
10/27/2008	Computer Display	566.54	320.96	245.58	
10/27/2008	Computer Display	566.54	320.96	245.58	
10/27/2008	Computer Display	566.54	320.96	245.58	
10/27/2008	Computer Display	566.53	320.96	245.57	
10/27/2008	Edit Software for Non Linear	1,024.08	580.38	443.70	
10/27/2008	Edit Software for Non Linear	1,024.08	580.38	443.70	
10/27/2008	Edit Software for Non Linear	1,024.08	580.38	443.70	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
10/27/2008	Edit Software for Non Linear	1,024.07	580.38	443.69	
10/30/2008	Playback Automation Upgrade	44,229.32	24,690.84	19,538.48	
11/14/2008	Hard Drive Modules for Server	1,155.98	635.91	520.07	
11/14/2008	Projector	2,094.24	1,151.70	942.54	
11/14/2008	Anti-Virus Software	2,146.79	1,180.74	966.05	
11/15/2008	48 Port Gigabit Network Manage	7,958.72	4,377.45	3,581.27	
11/15/2008	24 port Gigabit Network Manage	3,979.36	2,188.56	1,790.80	
11/26/2008	Outdoor Sprinkler System Wrk	1,452.36	102.30	1,350.06	
12/1/2008	Video Server & Encoder/Decoder	57,187.29	30,499.84	26,687.45	Omneon MDM-5001 SD Module & Media Deck
12/1/2008	External Firewire Drive	500.00	266.56	233.44	
12/1/2008	External Firewire Drive	500.00	266.56	233.44	
12/1/2008	External Firewire Drive	500.00	266.56	233.44	
12/1/2008	External Firewire Drive	500.00	266.56	233.44	
12/1/2008	External Firewire Drive	500.00	266.56	233.44	
12/1/2008	External Firewire Drive	500.00	266.56	233.44	
12/1/2008	External Firewire Drive	500.00	266.56	233.44	
12/1/2008	External Firewire Drive	500.00	266.56	233.44	
12/1/2008	External Firewire Drive	500.00	266.56	233.44	
12/1/2008	External Firewire Drive	500.00	266.56	233.44	
12/1/2008	External Firewire Drive	500.00	266.56	233.44	
12/1/2008	External Firewire Drive	500.00	266.56	233.44	
12/1/2008	External Firewire Drive	500.00	266.56	233.44	
12/1/2008	External Firewire Drive	500.00	266.56	233.44	
12/1/2008	External Firewire Drive	500.00	266.56	233.44	
12/1/2008	External Firewire Drive	500.00	266.56	233.44	
12/1/2008	External Firewire Drive	500.00	266.56	233.44	
12/1/2008	External Firewire Drive	500.00	266.56	233.44	
12/8/2008	Consumer Camcorder Package	1,296.62	691.52	605.10	
12/8/2008	Consumer Camcorder Package	1,296.62	691.52	605.10	
12/8/2008	Consumer Camcorder Package	1,296.62	691.52	605.10	
12/8/2008	Consumer Camcorder Package	1,296.62	691.52	605.10	
12/8/2008	Consumer Camcorder Package	1,296.61	691.52	605.09	
12/10/2008	Character Generator	4,404.34	2,349.12	2,055.22	
12/10/2008	Character Generator	4,404.35	2,349.12	2,055.23	
12/10/2008	Intercom System	2,179.26	1,162.24	1,017.02	
12/10/2008	Intercom System	2,179.27	1,162.24	1,017.03	
12/10/2008	Intercom System	2,179.27	1,162.24	1,017.03	
12/10/2008	Intercom System	2,179.27	1,162.24	1,017.03	
12/10/2008	Camcorder DVCAM	4,673.50	2,492.48	2,181.02	
12/10/2008	Camcorder DVCAM	4,673.50	2,492.48	2,181.02	
12/10/2008	Camcorder DVCAM	4,673.50	2,492.48	2,181.02	
12/10/2008	Camcorder DVCAM	4,673.48	2,492.48	2,181.00	
12/10/2008	Integrated Portable Field Pkg	30,172.77	16,092.16	14,080.61	
12/10/2008	Warranty for HP Servers	1,623.28	865.60	757.68	
12/10/2008	Cylinder Assemblies for DVCPro	31,967.51	17,049.28	14,918.23	ES-941U & OX-362U
12/10/2008	LCD Monitor Rackmount	2,548.15	1,359.04	1,189.11	Marshall V-R44P
12/10/2008	LCD Monitor Rackmount	2,548.15	1,359.04	1,189.11	Marshall V-R44P
12/10/2008	LCD Monitor Rackmount	2,548.15	1,359.04	1,189.11	Marshall V-R44P
12/10/2008	LCD Monitor Rackmount	2,548.15	1,359.04	1,189.11	Marshall V-R44P
12/10/2008	LCD Monitor Rackmount	2,548.15	1,359.04	1,189.11	Marshall V-R44P
12/10/2008	LCD Monitor Rackmount	2,548.15	1,359.04	1,189.11	Marshall V-R44P
12/10/2008	LCD Monitor Rackmount	2,548.15	1,359.04	1,189.11	Marshall V-R44P
12/10/2008	SDI LCD Monitor Rackmount	4,404.35	2,349.12	2,055.23	Marshall V-R44DP-SDI
12/10/2008	SDI LCD Monitor Rackmount	4,404.34	2,349.12	2,055.22	Marshall V-R44DP-SDI
12/17/2008	Countdown Clock	1,260.47	672.32	588.15	ES-941U & OX-362U
12/17/2008	Frame Sync Replacement	20,022.20	10,678.40	9,343.80	ES-941U & OX-362U
12/19/2008	Landscape Renovation	51,812.23	3,542.72	48,269.51	
12/19/2008	Air Conditioning Upgrades	105,440.08	7,209.60	98,230.48	
12/19/2008	Energy Study	66,244.88	4,529.60	61,715.28	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
12/19/2008	Executive Desk	991.25	528.64	462.61	
12/30/2008	UPS-Rackmount 2200VA	971.86	518.40	453.46	
12/30/2008	UPS-Rackmount 2200VA	971.86	518.40	453.46	
12/30/2008	UPS-Rackmount 2200VA	971.86	518.40	453.46	
12/30/2008	UPS-Rackmount 2200VA	971.86	518.40	453.46	
12/30/2008	UPS-Rackmount 2200VA	971.86	518.40	453.46	
12/30/2008	UPS-Rackmount 2200VA	971.86	518.40	453.46	
12/30/2008	UPS-Rackmount 2200VA	971.52	518.08	453.44	
12/30/2008	UPS-Rackmount 2200VA	971.52	518.08	453.44	
12/30/2008	UPS-Rackmount 2200VA	971.52	518.08	453.44	
12/30/2008	UPS-Rackmount 2200VA	971.53	518.08	453.45	
12/31/2008	Hard Drive Upgrade for FCP WS	1,148.36	612.48	535.88	
1/31/2009	Security Appliance Firmwre Upd	4,398.24	2,272.30	2,125.94	
1/31/2009	KVM Console with cables	2,719.61	1,405.23	1,314.38	
2/28/2009	HVAC Progammable Timers (4)	3,195.00	204.90	2,990.10	
2/28/2009	A/C 12 Repair condenser fan	2,933.09	188.10	2,744.99	
2/28/2009	8 Camera Video Security Sys-WE	780.06	390.00	390.06	
2/28/2009	Teleprompter System	6,185.34	3,092.70	3,092.64	
2/28/2009	Teleprompter System-	6,185.34	3,092.70	3,092.64	
2/28/2009	DVD Duplicating Tower	680.63	340.20	340.43	Pioneer
2/28/2009	Free Standing DVD Recorder	1,015.71	507.90	507.81	JVC
3/31/2009	LCD Display w/warranty svc	841.83	406.87	434.96	
3/31/2009	LCD Display w/warranty svc	841.83	406.87	434.96	
3/31/2009	LCD Display w/warranty svc	841.83	406.87	434.96	
3/31/2009	LCD Display w/warranty svc	841.83	406.87	434.96	
3/31/2009	LCD Display w/warranty svc	841.83	406.87	434.96	
3/31/2009	LCD Display w/warranty svc	841.83	406.87	434.96	
3/31/2009	LCD Display w/warranty svc	841.83	406.87	434.96	
3/31/2009	LCD Display w/warranty svc	841.83	406.87	434.96	
3/31/2009	LCD Display w/warranty svc	841.83	406.87	434.96	
3/31/2009	LCD Display w/warranty svc	841.83	406.87	434.96	
3/31/2009	LCD Display w/warranty svc	841.83	406.87	434.96	
3/31/2009	LCD Display w/warranty svc	841.83	406.87	434.96	
3/31/2009	LCD Display w/warranty svc	841.83	406.87	434.96	
3/31/2009	LCD Display w/warranty svc	841.83	406.87	434.96	
3/31/2009	LCD Display w/warranty svc	841.73	406.87	434.86	
3/31/2009	Non-linear edit workstation	6,883.32	3,326.88	3,556.44	
3/31/2009	Non-linear edit workstation	6,883.32	3,326.88	3,556.44	
3/31/2009	Non-linear edit workstation	6,883.32	3,326.88	3,556.44	
3/31/2009	Non-linear edit workstation	6,883.32	3,326.88	3,556.44	
3/31/2009	Non-linear edit workstation	6,883.32	3,326.88	3,556.44	
3/31/2009	Non-linear edit workstation	6,883.32	3,326.88	3,556.44	
3/31/2009	Non-linear edit workstation	6,883.32	3,326.88	3,556.44	
3/31/2009	Non-linear edit workstation	6,883.32	3,326.88	3,556.44	
3/31/2009	Non-linear edit workstation	6,883.32	3,326.88	3,556.44	
3/31/2009	Non-linear edit workstation	6,883.32	3,326.88	3,556.44	
3/31/2009	Non-linear edit workstation	6,883.32	3,326.88	3,556.44	
3/31/2009	Non-linear edit workstation	6,883.32	3,326.88	3,556.44	
3/31/2009	Non-linear edit workstation	6,883.32	3,326.88	3,556.44	
3/31/2009	Non-linear edit workstation	6,883.32	3,326.88	3,556.44	
3/31/2009	Studio light fixture	2,763.77	1,335.74	1,428.03	
3/31/2009	Studio light fixture	2,763.77	1,335.74	1,428.03	
3/31/2009	Studio light fixture	2,763.77	1,335.74	1,428.03	
3/31/2009	Garage door repair	801.04	49.59	751.45	
3/31/2009	Grab bar install 1st floor	661.00	309.97	351.03	
3/31/2009	Heavy duty chair for editing	680.59	328.86	351.73	
3/31/2009	Heavy duty chair for editing	680.63	328.86	351.77	
3/31/2009	Heavy duty chair for editing	680.63	328.86	351.77	
3/31/2009	Heavy duty chair for editing	680.63	328.86	351.77	
3/31/2009	Heavy duty chair for editing	680.63	328.86	351.77	
3/31/2009	Heavy duty chair for editing	680.63	328.86	351.77	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
3/31/2009	Heavy duty chair for editing	680.63	328.86	351.77	
3/31/2009	Heavy duty chair for editing	680.63	328.86	351.77	
3/31/2009	Heavy duty chair for editing	680.63	328.86	351.77	
3/31/2009	Heavy duty chair for editing	680.63	328.86	351.77	
3/31/2009	Heavy duty chair for editing	680.63	328.86	351.77	
3/31/2009	Heavy duty chair for editing	680.63	328.86	351.77	
3/31/2009	Heavy duty chair for editing	680.63	328.86	351.77	
3/31/2009	Heavy duty chair for editing	680.63	328.86	351.77	
3/31/2009	Heavy duty chair for editing	680.63	328.86	351.77	
3/31/2009	Heavy duty chair for editing	680.63	328.86	351.77	
3/31/2009	Heavy duty chair for editing	680.63	328.86	351.77	
3/31/2009	Heavy duty chair for editing	680.63	328.86	351.77	
4/28/2009	Exhaust Fan - 2nd Flr	3,581.00	1,671.04	1,909.96	
4/30/2009	Granicus Server Serv Agreement	1,907.12	890.12	1,017.00	
4/30/2009	Granicus Encodr Serv Agreement	1,220.25	569.52	650.73	
4/30/2009	Granicus Encodr Serv Agreement	1,220.25	569.52	650.73	
4/30/2009	Granicus Encodr Serv Agreement	1,220.24	569.52	650.72	
4/30/2009	Security System	9,051.82	4,224.08	4,827.74	
4/30/2009	Studio Track System	856.63	399.84	456.79	
4/30/2009	Training Laptop	3,613.04	1,686.16	1,926.88	
4/30/2009	Training Laptop	3,613.04	1,686.16	1,926.88	
4/30/2009	Engineering Laptop	3,613.04	1,686.16	1,926.88	
4/30/2009	Video Distribution Amplifier	891.73	416.08	475.65	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
4/30/2009	External Firewire Hard Drive	510.00	238.00	272.00	
5/4/2009	Network Data Backup Software	3,242.93	1,459.35	1,783.58	
5/4/2009	Server Drive Modules	3,769.63	1,696.41	2,073.22	
5/14/2009	Laptop Service Agreements 2yr	1,583.24	712.53	870.71	Dell latitude
5/15/2009	HDMI Distribution Amplifier	624.62	281.07	343.55	
5/28/2009	Near Line Storage System	23,400.00	10,530.00	12,870.00	
5/31/2009	Surge Suppressor	1,004.85	452.25	552.60	
5/31/2009	Surge Suppressor	759.50	341.82	417.68	
5/31/2009	Surge Suppressor	759.50	341.82	417.68	
5/31/2009	Surge Suppressor	759.50	341.82	417.68	
5/31/2009	Surge Suppressor	759.50	341.82	417.68	
5/31/2009	Surge Suppressor	759.50	341.82	417.68	
5/31/2009	Surge Suppressor	916.04	412.29	503.75	
6/30/2009	Warranty for Storage Server	4,376.12	1,896.44	2,479.68	
6/30/2009	A/C 14 Replacement	31,365.00	1,742.52	29,622.48	
6/30/2009	A/C 13 Replacement	92,217.00	5,123.04	87,093.96	
6/30/2009	Landscape -Entrance	3,448.12	1,436.75	2,011.37	
7/9/2009	Video Security system Phase II	6,969.11	2,903.75	4,065.36	
7/9/2009	Camcorders for Windward	519.16	258.37	260.79	
7/9/2009	Camcorders for Mapunapuna	524.43	305.74	218.69	
7/9/2009	Camcorders for Mapunapuna	524.43	305.74	218.69	
7/9/2009	Camcorders for Mapunapuna	524.43	305.74	218.69	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
7/9/2009	Camcorders for Mapunapuna	524.43	305.74	218.69	
7/9/2009	Camcorders for Mapunapuna	524.43	305.74	218.69	
7/9/2009	Camcorders for Mapunapuna	524.43	305.74	218.69	
7/9/2009	Camcorders for Mapunapuna	524.43	305.74	218.69	
7/9/2009	Camcorders for Mapunapuna	524.43	305.74	218.69	
7/9/2009	Camcorders for Mapunapuna	524.42	305.74	218.68	
7/16/2009	Roofing Waterproof & Rehab	35,302.00	14,709.25	20,592.75	
7/16/2009	UPS-Rackmount, 2200VA	975.56	406.50	569.06	
7/16/2009	UPS-Rackmount, 2200VA	975.57	406.50	569.07	
7/16/2009	UPS-Rackmount, 2200VA	975.57	406.50	569.07	
7/16/2009	Desktop Computer Workstation	1,222.00	509.25	712.75	
7/16/2009	Desktop Computer Workstation	1,221.98	509.25	712.73	
7/16/2009	Desktop Computer Workstation	1,221.98	509.25	712.73	
7/16/2009	Desktop Computer Workstation	1,221.98	509.25	712.73	
7/16/2009	Desktop Computer Workstation	1,221.98	509.25	712.73	
7/16/2009	Desktop computer warranties (5	2,481.60	1,034.00	1,447.60	
7/17/2009	Camcorders for Windward	519.16	233.38	285.78	
7/17/2009	Camcorders for Windward	519.16	233.38	285.78	
7/17/2009	Camcorders for Windward	519.15	233.38	285.77	
7/17/2009	Camcorders for Windward	519.16	233.38	285.78	
7/17/2009	Camcorders for Windward	519.16	233.38	285.78	
8/6/2009	HD Modules for Storage System	939.00	375.60	563.40	
8/6/2009	SD/HD Camcorder System	4,123.56	1,649.52	2,474.04	
8/6/2009	Power & Temp Monitoring System	2,582.20	1,032.96	1,549.24	
8/20/2009	Desktop Computer Workstation	816.75	326.64	490.11	
8/20/2009	Desktop Computer Workstation	816.75	326.64	490.11	
8/20/2009	Desktop Computer Workstation	816.75	326.64	490.11	
8/20/2009	Desktop Computer Workstation	816.75	326.64	490.11	
8/20/2009	Laptop Computer	1,466.69	586.56	880.13	
8/20/2009	Laptop Computer	1,466.72	586.80	879.92	
8/20/2009	Laptop Computer	1,466.72	586.80	879.92	
8/20/2009	Laptop Computer	1,466.72	586.80	879.92	
8/20/2009	Laptop Computer	1,466.72	586.80	879.92	
8/20/2009	Laptop Computer	1,466.72	586.80	879.92	
8/20/2009	Desktop Computer Workstation	816.81	326.64	490.17	
8/20/2009	Desktop Computer Workstation	816.75	326.64	490.11	
8/20/2009	Desktop Computer Workstation	816.75	326.64	490.11	
8/20/2009	Desktop Computer Workstation	816.75	326.64	490.11	
8/20/2009	Desktop Computer Workstation	816.75	326.64	490.11	
8/20/2009	Desktop Computer Workstation	816.75	326.64	490.11	
8/20/2009	Desktop Computer Workstation	816.75	326.64	490.11	
8/20/2009	Desktop Computer Workstation	816.75	326.64	490.11	
8/20/2009	Desktop Computer Workstation	816.75	326.64	490.11	
8/20/2009	Desktop Computer Workstation	816.75	326.64	490.11	
8/20/2009	Desktop Computer Workstation	816.75	326.64	490.11	
8/20/2009	Laptop Computer	1,466.72	586.80	879.92	
8/20/2009	Mini Laptop Computer	156.02	95.26	60.76	
8/20/2009	Mini Laptop Computer	156.02	95.26	60.76	
8/20/2009	Mini Laptop Computer	156.02	95.26	60.76	
9/2/2009	Firmware Upgrades for Netw Sec	3,498.93	1,341.36	2,157.57	
9/2/2009	Network Security Appliances	2,405.52	922.07	1,483.45	
9/2/2009	Audio/Video Transmit/Receiver	499.46	191.36	308.10	
9/2/2009	Audio/Video Transmit/Receiver	499.48	191.36	308.12	
9/2/2009	Audio/Video Transmit/Receiver	499.48	191.36	308.12	
9/2/2009	Audio/Video Transmit/Receiver	499.48	191.36	308.12	
9/2/2009	Audio/Video Transmit/Receiver	499.48	191.36	308.12	
9/2/2009	Audio/Video Transmit/Receiver	499.48	191.36	308.12	
9/23/2009	Network Switch	4,966.75	1,903.94	3,062.81	
9/23/2009	Network Switch	4,966.75	1,903.94	3,062.81	
9/30/2009	Panic bar exit device	1,727.75	662.40	1,065.35	
9/30/2009	Rackmount Video Monitor	927.80	355.58	572.22	
9/30/2009	Rackmount Video Monitor	927.80	355.58	572.22	
10/14/2009	Network Laser Printer	347.64	127.38	220.26	
10/14/2009	Network Laser Printer	347.64	127.38	220.26	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
10/14/2009	Network Laser Printer	347.64	127.38	220.26	
10/14/2009	Network Laser Printer	347.64	127.38	220.26	
10/14/2009	Network Laser Printer	347.64	127.38	220.26	
10/14/2009	Network Laser Printer	347.65	127.38	220.27	
10/14/2009	Network Laser Printer	347.64	127.38	220.26	
10/14/2009	Network Laser Printer	347.65	127.38	220.27	
10/14/2009	Network Laser Printer	347.65	127.38	220.27	
10/14/2009	Traffic Scheduling Sftware Pkg	25,193.50	9,237.58	15,955.92	
10/21/2009	Field Generator	1,129.84	414.26	715.58	
10/21/2009	Field Generator	1,129.84	414.26	715.58	
10/21/2009	USB Drive	2,375.91	871.20	1,504.71	
11/6/2009	On-air Video Server	25,762.47	9,016.77	16,745.70	
11/12/2009	Extended Service Agreement	789.69	460.74	328.95	
11/12/2009	Extended Service Agreement	789.69	460.74	328.95	
11/12/2009	Extended Service Agreement	789.69	460.74	328.95	
11/12/2009	Extended Service Agreement	622.16	362.88	259.28	
11/16/2009	Repair Mapunapuna front column	4,070.00	1,424.43	2,645.57	
11/16/2009	Repaint Mapunapuna CMC, etc.	5,555.00	1,944.18	3,610.82	
11/16/2009	Studio Lights	865.71	303.03	562.68	
11/16/2009	Studio Lights	865.74	303.03	562.71	
11/16/2009	Studio Lights	865.74	303.03	562.71	
11/16/2009	Studio Lights	865.74	303.03	562.71	
11/16/2009	Studio Lights	865.74	303.03	562.71	
11/16/2009	Studio Lights	865.74	303.03	562.71	
11/20/2009	Add'l power monitoring module	1,056.50	369.81	686.69	
11/25/2009	Wireless Mic System	589.55	206.43	383.12	
12/3/2009	Wireless Mic system	589.55	196.60	392.95	
12/8/2009	Repl head poles lights,motion	2,934.83	978.20	1,956.63	
12/10/2009	Input/O Module for Video Servr	16,318.52	5,439.60	10,878.92	
12/11/2009	Automation Interf for Char Gen	3,553.93	1,184.60	2,369.33	
12/21/2009	Monitoring Software for Servrs	2,616.75	872.20	1,744.55	
12/22/2009	Analog to Digital Converters	24,500.00	8,166.60	16,333.40	
12/28/2009	Windows OS and Applic License	2,415.00	805.00	1,610.00	
12/28/2009	Telephone Conference System	598.57	199.60	398.97	
1/4/2010	Rackmount UPS	523.56	61.11	462.45	
1/4/2010	Rackmount UPS	523.56	61.11	462.45	
1/4/2010	Rackmount UPS	523.56	61.11	462.45	
1/4/2010	Rackmount UPS	523.56	61.11	462.45	
1/4/2010	Rackmount UPS	523.56	61.11	462.45	
1/4/2010	Rackmount UPS	523.56	61.11	462.45	
1/4/2010	Rackmount UPS	523.56	61.11	462.45	
1/4/2010	Rackmount UPS	523.56	61.11	462.45	
1/6/2010	Rackmount UPS-1200VA	479.85	223.97	255.88	
1/6/2010	Rackmount UPS-1200VA	479.85	152.00	327.85	
1/6/2010	Rackmount UPS-1200VA	479.85	152.00	327.85	
1/6/2010	Rackmount UPS-1200VA	479.85	152.00	327.85	
1/6/2010	Rackmount UPS-1200VA	479.85	152.00	327.85	
1/6/2010	Rackmount UPS-1200VA	479.85	152.00	327.85	
1/6/2010	Rackmount UPS-1200VA	479.85	152.00	327.85	
1/6/2010	Rackmount UPS-1200VA	479.85	152.00	327.85	
1/6/2010	Rackmount UPS-1200VA	479.83	152.00	327.83	
1/29/2010	Tripods	766.45	242.63	523.82	
1/30/2010	Tripods	766.45	242.63	523.82	
1/31/2010	Tripods	766.44	242.63	523.81	
1/31/2010	Phone Conferencing Sys- GE tax	26.94	26.94	0.00	
1/31/2010	Server OS Software- GE tax	108.68	108.68	0.00	
2/1/2010	Hydrom duplex subm pumps,contr	8,123.00	2,436.84	5,686.16	
2/2/2010	Portable camera LED light	349.01	174.42	174.59	
2/2/2010	Portable camera LED light	349.01	174.42	174.59	
2/2/2010	Portable camera LED light	349.01	174.42	174.59	
2/2/2010	Portable camera LED light	349.01	174.42	174.59	
2/2/2010	Portable camera LED light	349.00	174.42	174.58	
2/2/2010	Portable camera LED light	349.00	174.42	174.58	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
2/2/2010	Portable camera LED light	349.00	174.42	174.58	
2/2/2010	Portable camera LED pro light	522.51	261.18	261.33	
2/16/2010	AC#14 backup chemical cleaning	1,085.00	325.44	759.56	
4/6/2010	Network Switch	3,507.24	935.20	2,572.04	
4/6/2010	Network Switch	3,507.23	935.20	2,572.03	
5/18/2010	Monitor	2,649.21	662.25	1,986.96	
5/31/2010	iPad	867.63	361.50	506.13	
5/31/2010	iPad	867.63	361.50	506.13	
6/22/2010	Digital to analog conv modules	11,765.00	2,745.12	9,019.88	
6/22/2010	Edit software update	25,005.24	9,724.26	15,280.98	
6/22/2010	Non-Linear Edit wkstn,softw,wa	2,047.33	796.18	1,251.15	
6/22/2010	Non-Linear Edit wkstn,softw,wa	2,047.33	796.18	1,251.15	
6/22/2010	Non-Linear Edit wkstn,softw,wa	2,047.33	796.18	1,251.15	
6/22/2010	Non-Linear Edit wkstn,softw,wa	2,047.33	796.18	1,251.15	
6/22/2010	Non-Linear Edit wkstn,softw,wa	2,047.33	796.18	1,251.15	
6/22/2010	Non-Linear Edit wkstn,softw,wa	2,047.33	796.18	1,251.15	
6/22/2010	Non-Linear Edit wkstn,softw,wa	2,047.33	796.18	1,251.15	
6/22/2010	Non-Linear Edit wkstn,softw,wa	2,047.33	796.18	1,251.15	
6/22/2010	Non-Linear Edit wkstn,softw,wa	2,047.33	796.18	1,251.15	
6/22/2010	Non-Linear Edit wkstn,softw,wa	2,047.33	796.18	1,251.15	
6/22/2010	Non-Linear Edit wkstn,softw,wa	2,047.33	796.18	1,251.15	
6/22/2010	Non-Linear Edit wkstn,softw,wa	2,047.33	796.18	1,251.15	
6/22/2010	Non-Linear Edit wkstn,softw,wa	2,047.33	796.18	1,251.15	
6/22/2010	Non-Linear Edit wkstn,softw,wa	2,047.33	796.18	1,251.15	
6/22/2010	Non-Linear Edit wkstn,softw,wa	2,047.33	796.18	1,251.15	
6/22/2010	Non-Linear Edit wkstn,softw,wa	2,047.33	796.18	1,251.15	
6/22/2010	Non-Linear Edit wkstn,softw,wa	2,047.33	796.18	1,251.15	
6/22/2010	Non-Linear Edit laptp,softw,wa	2,881.50	1,120.56	1,760.94	
6/22/2010	Non-Linear Edit laptp,softw,wa	2,881.50	1,120.56	1,760.94	
6/22/2010	Non-Linear Edit laptp,softw,wa	2,881.50	1,120.56	1,760.94	
6/22/2010	Non-Linear Edit laptp,softw,wa	2,881.50	1,120.56	1,760.94	
6/22/2010	Non-Linear Edit laptp,softw,wa	2,881.50	1,120.56	1,760.94	
6/22/2010	Non-Linear Edit laptp,softw,wa	2,881.50	1,120.56	1,760.94	
7/20/2010	Tablet Computer	867.64	289.20	578.44	
7/24/2010	Wiring Audit Software	1,989.53	663.12	1,326.41	
7/24/2010	Disaster Audit Software	1,884.81	628.32	1,256.49	
7/31/2010	User Monitoring Softw for Term	649.00	216.36	432.64	
7/31/2010	Rackmount KVM Switch&Monitor	3,448.50	689.76	2,758.74	
7/31/2010	Rackmount KVM Switch&Monitor	6,688.00	1,337.64	5,350.36	
8/5/2010	Firmware Updte for Sec Applian	6,282.72	1,921.64	4,361.08	
8/20/2010	GET on Digital to analog conv	529.43	102.19	427.24	
8/20/2010	GE tax on Analog to Digital co	1,102.50	237.82	864.68	
9/1/2010	Wireless Mic Kits	564.03	94.00	470.03	
9/1/2010	Wireless Mic Kits	564.02	94.00	470.02	
9/1/2010	Wireless Mic Kits	564.02	94.00	470.02	
9/1/2010	Wireless Mic Kits	564.02	94.00	470.02	
9/1/2010	Wireless Mic Kits	564.02	94.00	470.02	
9/1/2010	Wireless Mic Kits	564.02	94.00	470.02	
9/1/2010	Wireless Mic Kits	564.02	94.00	470.02	
9/1/2010	Wireless Mic Kits	564.02	94.00	470.02	
9/1/2010	Replacement Server Drive Modul	1,507.85	418.80	1,089.05	
9/1/2010	Desktop Computer Workstn & War	1,314.05	365.00	949.05	
9/1/2010	Desktop Computer Workstn & War	1,314.05	365.00	949.05	
9/1/2010	Desktop Computer Workstn & War	1,314.05	365.00	949.05	
9/1/2010	Desktop Computer Workstn & War	1,314.05	365.00	949.05	
9/1/2010	Desktop Computer Workstn & War	1,314.05	365.00	949.05	
9/1/2010	Desktop Computer Workstn & War	1,314.05	365.00	949.05	
9/1/2010	Desktop Computer Workstn & War	1,314.05	365.00	949.05	
9/1/2010	Desktop Computer Workstn & War	1,314.05	365.00	949.05	
9/1/2010	Desktop Computer Workstn & War	1,314.05	365.00	949.05	
9/1/2010	Desktop Computer Workstn & War	1,314.05	365.00	949.05	
9/1/2010	Desktop Computer Workstn & War	1,314.05	365.00	949.05	
9/1/2010	Desktop Computer Workstn & War	1,314.05	365.00	949.05	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
9/1/2010	Desktop Computer Workstn & War	1,314.05	365.00	949.05	
9/1/2010	Desktop Computer Workstn & War	1,314.06	365.00	949.06	
9/3/2010	Repair to handicap Lift	4,443.25	740.50	3,702.75	
9/7/2010	Replace Fan blades AC10	2,293.48	382.20	1,911.28	
9/13/2010	Plumbing Repair-Backflow Main	1,438.97	239.80	1,199.17	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
9/14/2010	External File Strge-Edit Wkstn	68.76	19.10	49.66	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/14/2010	External File Strge-Edit Wkstn	68.93	19.10	49.83	
9/15/2010	Motor for Garage Rollup Door	837.70	232.70	605.00	
9/17/2010	Playback Design Wiring Documen	6,282.72	837.68	5,445.04	
10/1/2010	DVD Authoring Workstation	2,162.92	540.72	1,622.20	
10/7/2010	Countdown Master Timer	516.82	129.24	387.58	
10/7/2010	Countdown Slave Display	690.71	172.71	518.00	
10/7/2010	Countdown Slave Display	690.71	172.71	518.00	
10/7/2010	Countdown Master Timer	516.82	129.24	387.58	
10/7/2010	Multiviewer System	3,332.78	499.95	2,832.83	
10/7/2010	Multiviewer System	3,332.78	499.95	2,832.83	
10/13/2010	HD Camcorder	3,002.61	450.36	2,552.25	
11/1/2010	Application Servers	3,843.27	854.08	2,989.19	
11/1/2010	Application Servers	3,843.27	854.08	2,989.19	
11/1/2010	Application Servers	3,843.27	854.08	2,989.19	
11/1/2010	Application Servers	3,843.26	854.08	2,989.18	
11/3/2010	Install Laundry Sink Basin	1,029.00	228.64	800.36	
11/14/2010	Laptop Computers (CF)	2,127.50	472.80	1,654.70	
11/14/2010	Laptop Computers (CF)	2,127.50	472.80	1,654.70	
11/14/2010	Laptop Computers (CF)	2,127.50	472.80	1,654.70	
11/14/2010	Laptop Computers (CF)	2,127.51	472.80	1,654.71	
11/14/2010	Laptop Computer-WA	2,127.46	472.80	1,654.66	
11/14/2010	Laptop Computer-WE	2,127.46	472.80	1,654.66	
11/14/2010	Laptop Computer-KU	2,127.46	472.80	1,654.66	
11/28/2010	HD Camera Case	134.22	29.84	104.38	
11/30/2010	Tripod with Dolly	1,680.11	224.00	1,456.11	
11/30/2010	Tripod with Dolly	1,680.10	224.00	1,456.10	

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
11/30/2010	Playback Monitoring Sys Softwa	2,090.00	464.48	1,625.52	
11/30/2010	Video Security Recorders	2,904.71	645.52	2,259.19	
11/30/2010	Video Security Recorders	2,904.71	645.52	2,259.19	
12/4/2010	Network Switch	3,497.23	408.03	3,089.20	
12/4/2010	Network Switch	3,497.24	408.03	3,089.21	
12/6/2010	Laptop Computer for HD Project	3,501.57	680.89	2,820.68	
12/8/2010	iPad-RA	699.14	135.94	563.20	
12/23/2010	Software-Symantec	501.60	97.51	404.09	
12/28/2010	Rackmount UPS	920.65	107.38	813.27	
12/28/2010	Rackmount UPS	920.65	107.38	813.27	
12/28/2010	Rackmount UPS	920.65	107.38	813.27	
12/28/2010	Rackmount UPS	920.66	107.38	813.28	
12/28/2010	Rackmount UPS	3,405.88	397.32	3,008.56	
12/28/2010	UPS Accessory Hardware	309.75	36.12	273.63	
12/28/2010	UPS Accessory Hardware	309.75	36.12	273.63	
12/28/2010	UPS Accessory Hardware	506.10	59.08	447.02	
12/28/2010	UPS Accessory Hardware	506.09	59.01	447.08	
12/28/2010	Refrigerator-Admin	1,517.59	177.03	1,340.56	
12/28/2010	Microwave-Admin	125.66	14.63	111.03	
12/29/2010	PRoduction Cart	3,345.55	390.32	2,955.23	
12/31/2010	HD camera case	6.04	6.04	0.00	
12/31/2010	Software-McAfee	2,261.83	439.81	1,822.02	
1/31/2011	Software for Creative Services	625.96	104.34	521.62	
2/28/2011	Security CameraSystem -PO	4,706.80	392.25	4,314.55	
2/28/2011	Partition Wall-Finance & HR	3,253.48	193.65	3,059.83	
3/8/2011	Video Monitor w/ Waveform-MA	1,915.87	127.72	1,788.15	
3/14/2011	Video Monitor w/ Waveform-MA	1,984.23	132.28	1,851.95	
3/14/2011	Video Monitor w/ Waveform-WE	1,979.05	131.92	1,847.13	
3/14/2011	Video Monitor w/ Waveform-WE	1,979.05	131.92	1,847.13	
3/14/2011	Video Monitor w/ Waveform-KU	1,979.05	131.92	1,847.13	
3/14/2011	Video Monitor w/ Waveform-KU	1,979.05	131.92	1,847.13	
3/14/2011	Video Monitor w/ Waveform-WA	1,979.05	131.92	1,847.13	
3/14/2011	Video Monitor w/ Waveform-WA	1,979.05	131.92	1,847.13	
3/14/2011	Video Monitor w/ Waveform-PO	1,979.05	131.92	1,847.13	
3/14/2011	Video Monitor w/ Waveform-PO	1,979.05	131.92	1,847.13	
3/14/2011	Video Monitor w/ Waveform-WD	1,979.05	131.92	1,847.13	
3/14/2011	Video Monitor w/ Waveform-WD	1,979.05	131.92	1,847.13	
3/31/2011	Software for YXC	520.20	34.68	485.52	
4/6/2011	Video monitor w/Waveform-WU	1,939.20	96.96	1,842.24	
4/6/2011	Video monitor w/Waveform-SC	1,939.20	96.96	1,842.24	
4/6/2011	Video monitor w/Waveform-SC	1,939.20	96.96	1,842.24	
4/9/2011	Video monitor w/ Waveform-WU	1,939.20	96.96	1,842.24	
4/29/2011	Executive Desk-CEO office	975.76	34.86	940.90	
4/30/2011	Vertical Blinds-CEO office	1,447.12	51.69	1,395.43	
5/4/2011	Replacement Servers R710	5,304.78	294.72	5,010.06	
5/4/2011	Replacement Servers R710	5,304.78	294.72	5,010.06	
5/4/2011	Replacement Servers R710	5,304.78	294.72	5,010.06	
5/4/2011	Replacement Servers R710	5,304.79	294.72	5,010.07	
5/23/2011	HD Camcorder -Sony	3,764.40	209.14	3,555.26	
5/23/2011	HD Camcorder -Sony	3,764.40	209.14	3,555.26	
5/23/2011	HD Camcorder -Sony	3,764.39	209.14	3,555.25	
5/31/2011	Canon copier	8,900.52	296.68	8,603.84	
6/8/2011	HD Sony camcorder HXR-NX5U	3,764.40	62.74	3,701.66	Sony HXR -NX5U
6/8/2011	HD Sony camcorder HXR-NX5U	3,764.40	62.74	3,701.66	Sony HXR -NX5U
6/8/2011	HD Sony camcorder HXR-NX5U	3,764.40	62.74	3,701.66	Sony HXR -NX5U
6/8/2011	HD Sony camcorder HXR-NX5U	3,764.40	62.74	3,701.66	Sony HXR -NX5U
6/8/2011	HD Sony camcorder HXR-NX5U	3,764.40	62.74	3,701.66	Sony HXR -NX5U
6/8/2011	HD Sony camcorder HXR-NX5U	3,764.40	62.74	3,701.66	Sony HXR -NX5U
6/8/2011	HD Sony camcorder HXR-NX5U	3,764.40	62.74	3,701.66	Sony HXR -NX5U
6/8/2011	HD Sony camcorder HXR-NX5U	3,764.40	62.74	3,701.66	Sony HXR -NX5U
6/8/2011	HD Sony camcorder HXR-NX5U	3,764.40	62.74	3,701.66	Sony HXR -NX5U
6/8/2011	HD Sony camcorder HXR-NX5U	3,764.40	62.74	3,701.66	Sony HXR -NX5U
6/8/2011	HD Sony camcorder HXR-NX5U	3,764.40	62.74	3,701.66	Sony HXR -NX5U

Acquisition Date	Description	Cost	Accumulated Depreciation Amount	Net Book Value	Manufacturer/Model Number
6/8/2011	HD Sony camcorder HXR-NX5U	3,764.34	62.74	3,701.60	Sony HXR -NX5U
6/8/2011	HD Sony camcorder HXR-NX5U	3,764.40	62.74	3,701.66	Sony HXR -NX5U
6/8/2011	HD Sony camcorder HXR-NX5U	3,764.40	62.74	3,701.66	Sony HXR -NX5U
6/8/2011	HD Sony camcorder HXR-NX5U	3,764.40	62.74	3,701.66	Sony HXR -NX5U
6/8/2011	HD Sony camcorder HXR-NX5U	3,764.40	62.74	3,701.66	Sony HXR -NX5U
6/8/2011	HD Sony camcorder HXR-NX5U	3,764.40	62.74	3,701.66	Sony HXR -NX5U
6/8/2011	Studio Light, LED	2,663.42	44.39	2,619.03	
6/8/2011	Studio Light, LED	2,663.42	44.39	2,619.03	
6/8/2011	Studio Light, LED	2,663.42	44.39	2,619.03	
6/8/2011	Studio Light, LED	2,663.42	44.39	2,619.03	
6/8/2011	Studio Light, LED	2,663.42	44.39	2,619.03	
6/8/2011	Studio Light, LED	2,663.42	44.39	2,619.03	
6/8/2011	Studio Light, LED	2,663.42	44.39	2,619.03	
6/8/2011	Studio Light, LED	2,663.42	44.39	2,619.03	
6/17/2011	Tripod System-Libec	595.22	9.92	585.30	
6/17/2011	Tripod System-Libec	595.22	9.92	585.30	
6/17/2011	Tripod System-Libec	595.22	9.92	585.30	
6/17/2011	Tripod System-Libec	595.22	9.92	585.30	
6/17/2011	Tripod System-Libec	595.22	9.92	585.30	
6/17/2011	Tripod System-Libec	595.22	9.92	585.30	
6/17/2011	Tripod System-Libec	595.22	9.92	585.30	
6/17/2011	Tripod System-Libec	595.16	9.92	585.24	
6/17/2011	Tripod System-Libec	595.22	9.92	585.30	
6/17/2011	Tripod System-Libec	595.22	9.92	585.30	
6/17/2011	Tripod System-Libec	595.22	9.92	585.30	
6/18/2011	Non-Linear Edit Workstation	2,869.32	47.82	2,821.50	Apple IMAC 21.5/677OM
6/18/2011	Non-Linear Edit Workstation	2,869.32	47.82	2,821.50	Apple IMAC 21.5/677OM
6/18/2011	Non-Linear Edit Workstation	2,869.32	47.82	2,821.50	Apple IMAC 21.5/677OM
6/18/2011	Non-Linear Edit Workstation	2,869.32	47.82	2,821.50	Apple IMAC 21.5/677OM
6/18/2011	Non-Linear Edit Workstation	2,869.32	47.82	2,821.50	Apple IMAC 21.5/677OM
6/18/2011	Non-Linear Edit Workstation	2,869.32	47.82	2,821.50	Apple IMAC 21.5/677OM
6/18/2011	Non-Linear Edit Workstation	2,869.30	47.82	2,821.48	Apple IMAC 21.5/677OM
6/18/2011	Non-Linear Edit Workstation	2,869.32	47.82	2,821.50	Apple IMAC 21.5/677OM
6/18/2011	Non-Linear Edit Workstation	2,869.32	47.82	2,821.50	Apple IMAC 21.5/677OM
6/18/2011	Non-Linear Edit Workstation	2,869.32	47.82	2,821.50	Apple IMAC 21.5/677OM
6/18/2011	Non-Linear Edit Workstation	2,869.32	47.82	2,821.50	Apple IMAC 21.5/677OM
6/18/2011	Non-Linear Edit Workstation	2,869.32	47.82	2,821.50	Apple IMAC 21.5/677OM
6/28/2011	RAM Memory for Encoding Statio	659.33	18.31	641.02	
6/30/2011	Desk set-G Davis	1,152.29	19.20	1,133.09	
6/30/2011	Split A/C System for WD	6,778.00	112.97	6,665.03	Fujitsu 30CLX
6/30/2011	Add Lock in MA studio sec door	1,167.54	32.43	1,135.11	
7/7/2011	Winsted racks and console	23,965.02	0.00	23,965.02	
7/28/2011	Laptop Dell Latitude	1,572.23	0.00	1,572.23	
7/28/2011	Laptop Dell Latitude	1,572.23	0.00	1,572.23	
7/28/2011	Laptop Dell Latitude	1,572.23	0.00	1,572.23	
7/28/2011	Laptop Dell Latitude	1,572.23	0.00	1,572.23	
7/28/2011	Laptop Dell Latitude	1,572.23	0.00	1,572.23	
7/28/2011	Laptop Dell Latitude	1,572.23	0.00	1,572.23	
7/28/2011	Laptop Dell Latitude	1,572.26	0.00	1,572.26	
7/28/2011	Wirecad software for HD playb	1,439.20	0.00	1,439.20	
7/31/2011	Parts for LED lights at studio	366.36	0.00	366.36	
Report Total		16,899,179.49	11,099,289.66	5,799,889.83	

'ōlelo
COMMUNITY MEDIA

'OLELO COMMUNITY TELEVISION
dba 'OLELO COMMUNITY MEDIA

FINANCIAL STATEMENTS WITH
INDEPENDENT AUDITORS' REPORT
Year Ended December 31, 2010

N&K CPAs, Inc.
ACCOUNTANTS|CONSULTANTS

EXHIBIT H

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2011 JUN 14 A 10: 11

A E P S

FILE

COMMUNITY MEDIA

Board of Directors
Jim Boersema
Chair

Jill Takasaki Canfield
Lynette Cruz
Lubuw Falanruw
Pat Garvey
Rochelle Gregson
Ormond Hammond
Nelson Lau
Bennette Misalucha
Jon E. Murakami
Diane Peters-Nguyen
Mario Ramil
Michael Rosenberg
Steve Sombrero
John Williamson

Roy K. Amemiya, Jr
President and CEO

MEMORANDUM

June 6, 2011

To: Cable Television Division, DCCA
Clyde Sonobe and Glen Chock

From: Dawne DePonte
Director of Administrative Operations & Projects

Re: Approved Audited 2010 Financial Statements

Enclosed please find 'Ōlelo's audited 2010 financial statements that were approved at our May 25, 2011 Board of Directors meeting.

Please feel free to contact Roy Amemiya, or myself if you have any questions at 834-0007 x115.

'OLELO COMMUNITY TELEVISION
dba 'OLELO COMMUNITY MEDIA

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Statements of Financial Position	4
Statements of Activities	5
Statements of Cash Flows	6
Notes to Financial Statements	7 - 14

N&K CPAs, Inc.
ACCOUNTANTS | CONSULTANTS

AMERICAN SAVINGS BANK TOWER
1001 BISHOP STREET, SUITE 1700
HONOLULU, HAWAII 96813-3696
T (808) 524-2255 F (808) 523-2090

INDEPENDENT AUDITORS' REPORT

To the Board of Directors
'Olelo Community Television
dba 'Olelo Community Media

We have audited the statement of financial position of 'Olelo Community Television dba 'Olelo Community Media (a nonprofit organization) as of December 31, 2010, and the related statements of activities and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

As discussed in Note I to the financial statements, certain errors in the classification of franchise fees were noted. Accordingly, a reclassification has been made to net assets as of December 31, 2009, to correct the error.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 'Olelo Community Television dba 'Olelo Community Media as of December 31, 2010, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

N&K CPAs, Inc.

Honolulu, Hawaii
May 25, 2011

Olelo Community Television
dba 'Olelo Community Media
STATEMENTS OF FINANCIAL POSITION
December 31, 2010

ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$	256,932
Investments		2,622,730
Rent and other receivables		71,141
Inventory		13,844
Prepaid expenses and deposits		71,192
Total current assets		3,035,839
PROPERTY AND EQUIPMENT		
Building and leasehold improvements		7,014,352
Production equipment		8,061,512
Furniture and office equipment		1,401,886
Vehicles		253,080
		16,730,830
Less accumulated depreciation		10,649,068
		6,081,762
OTHER ASSETS		
Restricted cash and cash equivalents		714,384
Restricted investments		1,518,957
		2,233,341
	$	11,350,942
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$	322,467
Contracts and grants payable		11
Total current liabilities		322,478
NET ASSETS		
Unrestricted		11,028,464
	$	11,350,942

See accompanying notes to financial statements.

dba 'Olelo Community Media
STATEMENTS OF ACTIVITIES
Year Ended December 31, 2010

REVENUE AND SUPPORT		
Franchise fees		$ 5,427,495
Rental revenue		677,097
Interest income		194,190
Net realized/unrealized (loss) gain on investments		(15,313)
Other		73,014
Total revenues and support		6,356,483
EXPENSES		
Program services		
Public, educational, and governmental access		4,957,993
Management and general		1,803,397
Total expenses		6,761,390
CHANGE IN UNRESTRICTED NET ASSETS		(404,907)
NET ASSETS AT BEGINNING OF YEAR, as previously stated		
Unrestricted net assets	9,698,279	
Temporarily restricted net assets	1,735,092	
	11,433,371	
PRIOR PERIOD RECLASSIFICATION		
Unrestricted net assets	1,735,092	
Temporarily restricted net assets	(1,735,092)	
NET ASSETS AT BEGINNING OF YEAR, as restated		
Unrestricted net assets		11,433,371
Temporarily restricted net assets		-
		11,433,371
UNRESTRICTED NET ASSETS AT END OF YEAR		$ 11,028,464

See accompanying notes to financial statements.

'Olelo Community Television
dba 'Olelo Community Media
STATEMENTS OF CASH FLOWS
Year Ended December 31, 2010

INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	
Cash flows from operating activities	
Change in net assets	$ (404,907)
Adjustments to reconcile change in net assets to net cash used in operating activities:	
Depreciation	978,731
Loss on disposal of fixed assets	580
Net realized/unrealized loss on investments	15,313
Cash and cash equivalents restricted for property and equipment	(640,294)
Revenues restricted for property and equipment	(823,000)
(Increase) decrease in:	
Rent and other receivables	(20,395)
Inventory	3,291
Prepaid expenses and deposits	5,473
Increase (decrease) in:	
Accounts payable and accrued expenses	11,507
Contracts payable	(35,388)
Total adjustments	(504,182)
Net cash used in operating activities	(909,089)
Cash flows from investing activities	
Purchase of equipment and leasehold improvements	(333,204)
Purchase of investments	(2,462,383)
Proceeds from sales of investments	2,716,351
Net cash used in investing activities	(79,236)
Cash flows from financing activities	
Revenues restricted for property and equipment	823,000
Net cash provided by financing activities	823,000
NET DECREASE IN CASH AND CASH EQUIVALENTS	(165,325)
Cash and cash equivalents at beginning of year	422,257
Cash and cash equivalents at end of year	$ 256,932

See accompanying notes to financial statements.

NOTE A - NATURE OF ACTIVITIES

'Olelo Community Television dba 'Olelo Community Media ('Olelo) is a private nonprofit 501(c)(3) organization formed to provide members of the public, educational, and governmental (PEG) communities, access to video production training, services and resources. 'Olelo manages the PEG designated community access channels on Oceanic Time Warner Cable's (Oceanic) operation on the island of Oahu, Hawaii. The State of Hawaii's (State) Department of Commerce and Consumer Affairs (DCCA) has contracted with 'Olelo to provide the aforementioned services and resources to Oahu residents. 'Olelo receives operating and capital funding directly from Oceanic as ordered in the State's franchise agreement with Oceanic. The majority of 'Olelo's support comes from these PEG funds.

NOTE B - SIGNIFICANT ACCOUNTING POLICIES

(1) ***Basis of accounting and financial statement presentation*** - The financial statements of 'Olelo have been prepared on the accrual basis of accounting consistent with accounting principles generally accepted in the United States of America. Net assets, contributions and revenues and expenses are classified based upon the existence or absence of donor-imposed restrictions. Accordingly, net assets of 'Olelo and changes therein are classified and reported as follows:

Unrestricted - Net assets which are free of donor-imposed restrictions; all revenues, expenses, gains and losses that are not changes in temporarily or permanently restricted net assets.

Temporarily Restricted - Net assets whose use by 'Olelo is limited by donor-imposed stipulations that either expire by passage of time or that can be fulfilled by actions of 'Olelo pursuant to those stipulations. Temporarily restricted net assets are restricted for acquisition of property and equipment.

Permanently Restricted - Net assets whose use is limited by donor-imposed restrictions that neither expire with the passage of time nor can be fulfilled or otherwise removed by actions of 'Olelo.

'Olelo did not have any temporarily or permanently restricted net assets with donor imposed restrictions.

(2) ***Use of estimates*** - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

(3) ***Cash and cash equivalents*** - 'Olelo considers all highly liquid investments purchased with an original maturity of three months or less to be cash and cash equivalents. Restricted cash and cash equivalents are limited in use for the acquisition of property and equipment.

NOTE B - SIGNIFICANT ACCOUNTING POLICIES (Continued)

(4) ***Investments*** - Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the statements of financial position with unrealized gains and losses included in the statements of activities. Investment income, including realized and unrealized gains and losses on investments, are reported in the statements of activities as increases or decreases in unrestricted net assets unless their use is temporarily or permanently restricted by explicit donor stipulations or by law.

'Olelo has investment balances whose use is restricted for the acquisition of property and equipment.

(5) ***Rent and other receivables*** - The majority of 'Olelo's receivables are made up of rent receivable from tenants. Accounts receivable are due within 30 days and are stated as amounts due from tenants or others. 'Olelo determines its allowance by considering a number of factors, including the length of time accounts receivable are past due, 'Olelo's previous loss history, the customer's current ability to pay its obligation, and the condition of the general economy and the industry as a whole. There was no bad debt expense for the year ended December 31, 2010.

(6) ***Inventory*** - Inventory consists primarily of blank video tapes held for sale and is stated at the lower of cost or market, determined by the first-in, first-out method.

(7) ***Property and equipment*** - Property and equipment acquisitions of $500 or more and an estimated useful life over one year are capitalized and recorded at cost. Depreciation is calculated using the straight-line method based on the estimated useful lives of the assets which range from 3 to 39 years.

Expenditures for maintenance, repairs, and minor renewals are charged to expense; expenditures for betterments are capitalized. Property retired or otherwise disposed of is removed from the appropriate asset and related accumulated depreciation accounts. Gains and losses on the disposal of assets are reflected in current activities.

Long-lived assets held and used by 'Olelo are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. In the event that facts and circumstances indicate that the cost of any long-lived assets may be impaired, an evaluation of recoverability would be performed.

(8) ***Restricted and unrestricted revenues and support*** - Contributions, revenues and support are recorded in the period earned as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions.

NOTE B - SIGNIFICANT ACCOUNTING POLICIES (Continued)

Support that is restricted by the donor is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of activities as net assets released from restrictions.

(9) ***Advertising expenses*** - Advertising costs are charged to expense when incurred. Advertising expense approximated $56,100 for the year ended December 31, 2010.

(10) ***Functional allocation of expenses*** - The costs of providing various programs and other activities are summarized on a functional basis in the statement of activities. Accordingly, costs are allocated to the benefited programs and supporting services based on direct costs incurred and management's estimates of resources consumed by these functions.

(11) ***Income taxes*** - 'Olelo is recognized by the Internal Revenue Service (IRS) as an exempt organization under Section 501(c)(3) of the Internal Revenue Code.

'Olelo adopted the provisions of Accounting Standards Codification (ASC) 740, *Income Taxes*. As required by the uncertain tax position guidance in ASC 740, 'Olelo recognizes the financial statement benefit of a tax position only after determining that the relevant tax authority would more likely than not sustain the position after an audit. For tax positions meeting the more-likely-than-not threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement with the relevant tax authority. 'Olelo applied the uncertain tax position guidance in ASC 740 to all tax positions for which the statute of limitations remains open and has not recognized any additional liability for unrecognized tax benefits as of December 31, 2010.

'Olelo is not subject to income taxes in the U.S. federal jurisdiction and the State. Tax regulations within each jurisdiction are subject to interpretation of the related tax laws and regulations and require significant judgment to apply. With few exceptions, 'Olelo is no longer subject to U.S. federal and state examinations by tax authorities for the years ended December 31, 2006 and prior.

(12) ***Subsequent events*** - Management has evaluated subsequent events through May 25, 2011, the date on which the financial statements were available to be issued. Other than as described in Note C, there were no subsequent events that required adjustment of or disclosure in the financial statements.

NOTE C - PUBLIC, EDUCATIONAL, AND GOVERNMENTAL (PEG) ACCESS FEES

As part of an agreement with the State, 'Olelo receives funds directly from the local cable operator(s) that are restricted for PEG access operations and facilities and equipment, which are required to be kept in separate accounts. The access operating fee is the amount paid in the prior year adjusted for the change in the consumer price index or an amount equal to 3% of certain cable operator's revenues, whichever is less. The funding for facilities and equipment was $823,000 for the year ended December 31, 2010. As of December 31, 2010, unspent facilities and equipment funds totaled $2,233,341 and is presented as restricted cash and investments due to the contractual restrictions placed on these amounts.

'Olelo's agreement with the State has been extended numerous times and is presently extended to June 30, 2011. On April 27, 2011, Act 19 was signed into law that exempts PEG access contracts from the State Procurement Code and directs the State Department of Commerce and Consumer Affairs (DCCA) responsibility for procuring such contract. 'Olelo believes that its agreement with the State will continue to be extended until such time as the DCCA acts on its new responsibility.

In connection with the State's efforts to solicit competitive proposals for PEG access services presently provided by 'Olelo, as referred to in the preceding paragraph, the State has informed 'Olelo that all real and personal property currently owned by 'Olelo which were purchased with PEG funds and unspent equipment funds must be relinquished to the State upon termination of the current agreement between 'Olelo and the State. 'Olelo has advised the State that it disagrees with the State's position and will vigorously defend its property rights.

NOTE D - INVESTMENTS

Investments are presented in the financial statements at fair value and are summarized as follows as of December 31, 2010:

	Amount	
	Cost	Fair Value
U.S. government agencies	$ 841,096	$ 844,585
U.S. treasury obligations	1,904,413	1,909,971
Corporate bonds	1,365,249	1,387,131
	$ 4,110,758	$ 4,141,687

NOTE D - INVESTMENTS (Continued)

The following summarizes the investment return and classification in the statement of activities for the year ended December 31, 2010:

	Amount
Interest income	$ 194,190
Net realized gain	54,903
Net unrealized loss	(70,216)
	$ 178,877

NOTE E - PENSION PLAN

'Olelo sponsors a defined contribution pension plan covering substantially all full-time and certain part-time employees who meet certain eligibility requirements. Participating employees receive an employer contribution of 1% of their pretax compensation subject to limitations. In 2010, 'Olelo's contributions to the plan totaled $20,873.

In addition, 'Olelo provides a 403(b) Tax-Deferred Annuity Plan to all full-time and part-time employees. Participating employees may elect to contribute a portion of their pretax compensation subject to limitation.

NOTE F - COMMITMENTS

In December 1998, 'Olelo entered into an agreement with the Hawaii Educational Networking Consortium (HENC) to manage various educational grants. Payments will be made as directed by HENC. In 2000, the requirement to continue funding HENC was incorporated in the State's franchise agreement with the cable television operator at an amount equal to 25% of the access fees received. The 2011 commitment for these grants amounts to approximately $295,000, based on 25% of the 2011 access operating fees.

'Olelo conducts its activities primarily from a building located on leased land under a non-cancelable operating lease, which terminates in October 2044. The lease provides for payment of specified annual rent up to March 2014. The rent for the remaining term of the lease shall be determined by mutual agreement. Total rent expense for the year ended December 31, 2010 approximated $642,800.

NOTE F - COMMITMENTS (Continued)

Future minimum rental payments due on non-cancelable operating leases are as follows:

Year Ending December 31,	Amount
2011	$ 674,000
2012	688,000
2013	729,000
2014	182,000
Total	$ 2,273,000

'Olelo has also entered into several agreements to sublease portions of its property which expire on various dates through June 2016. Total rental revenue related to these subleases amounted to $677,097 for the year ended December 31, 2010.

Future minimum sublease rentals under non-cancelable operating leases are as follows:

Year Ending December 31,	Amount
2011	$ 385,000
2012	25,000
2013	26,000
2014	27,000
2015	28,000
Thereafter	13,000
Total	$ 504,000

NOTE G - CONCENTRATION OF CREDIT RISK

'Olelo maintains its cash and cash equivalent accounts in various financial institutions and an investment firm. Cash balances in these accounts are insured up to $250,000 per account holder by the Federal Deposit Insurance Corporation (FDIC) and up to $500,000 (with a limit of $250,000 for cash) by the Securities Investor Protection Corporation (SIPC). From December 31, 2010 through December 31, 2012, non-interest bearing transaction accounts are fully insured by the FDIC. In assessing its concentration of credit risk related to cash and cash equivalents, 'Olelo places its cash and cash equivalents in various financial institutions, which may at times exceed insurance limits.

NOTE H - FAIR VALUE MEASUREMENTS

ASC 820, Fair Value Measurements and Disclosures, provides the framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy under ASC 820 are described below:

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.

Level 2 - Inputs to the valuation methodology include:

- Quoted prices for similar assets or liabilities in active markets;
- Quoted prices for identical or similar assets or liabilities in inactive markets;
- Inputs other than quoted prices that are observable for the asset or liability;
- Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 - Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at December 31, 2010.

U.S. government agencies and U.S. treasury obligations: Valued at net asset value (NAV) of shares held by 'Olelo at year end and are classified within Level 2 of the hierarchy.

Corporate bonds: Valued at the closing price reported on the active market on which the individual securities are traded and are classified within Level 1 of the hierarchy.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while 'Olelo believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

NOTE H - FAIR VALUE MEASUREMENTS (Continued)

'Olelo's assets measured at fair value on a recurring basis are summarized below:

	Assets at fair value at December 31, 2010			
	Level 1	Level 2	Level 3	Total
Investments				
U.S. government agencies	--	844,585	--	844,585
U.S. treasury obligations	--	1,909,971	--	1,909,971
Corporate bonds	1,387,131	--	--	1,387,131
Balance at December 31, 2010	$ 1,387,131	$ 2,754,556	$ --	$ 4,141,687

NOTE I - PRIOR PERIOD RECLASSIFICATION

Amounts received for facilities and equipment in accordance with the agreement with the State are considered earned revenues. These amounts are not donations and the contractual restrictions on the use of the funds are not considered donor-imposed stipulations and should not have been reported as temporarily restricted net assets. Accordingly, those revenues have been reclassified to unrestricted net assets. The net result was an increase to unrestricted net assets by $1,735,092 and a decrease to temporarily restricted net assets by $1,735,092 as of December 31, 2009.

Grant Thornton

CABLE DIVISION
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
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Financial Statements and Report of Independent Certified Public Accountants

'Olelo Community Television

December 31, 2009 and 2008

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Report of Independent Certified Public Accountants

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Board of Directors
'Olelo Community Television

We have audited the accompanying statements of financial position of 'Olelo Community Television (a Hawaii nonprofit corporation) as of December 31, 2009 and 2008 and the related statements of activities, and cash flows for the years then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America as established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of 'Olelo's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 'Olelo Community Television, as of December 31, 2009 and 2008, and the changes in its net assets and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Grant Thornton LLP

Honolulu, Hawaii
June 7, 2010

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Olelo Comm[illegible]y Televisio[illegible]

STATE[illegible]NTS OF F[illegible]NCIAL POSITION

Decem[illegible] 31,

	2009			2008		
ASSETS	Unrestricted	Temporarily restricted	Total	Unrestricted	Temporarily Restricted	Total
Cash and cash equivalents (notes A5 and F)	$ 496,347	$ -	$ 496,347	$ 317,215	$ -	$ 317,215
Investments (notes A4 and H)	2,675,876	1,735,092	4,410,968	3,281,079	1,513,642	4,794,721
Rental receivables and other (note A6)	50,746	-	50,746	50,844	-	50,844
Inventory (note A3)	17,135	-	17,135	19,149	-	19,149
Prepaid expenses and deposits	76,665	-	76,665	84,916	-	84,916
Property and equipment						
Leasehold improvements	7,002,013	-	7,002,013	6,877,896	-	6,877,896
Production equipment	8,087,715	-	8,087,715	8,138,705	-	8,138,705
Furniture and office equipment	1,261,015	-	1,261,015	1,112,398	-	1,112,398
Vehicles	253,080	-	253,080	253,080	-	253,080
	16,603,823	-	16,603,823	16,382,079	-	16,382,079
Less accumulated depreciation and amortization (note A2)	9,875,954	-	9,875,954	9,191,443	-	9,191,443
	6,727,869	-	6,727,869	7,190,636	-	7,190,636
TOTAL ASSETS	$ 10,044,638	$ 1,735,092	$ 11,779,730	$ 10,943,839	$ 1,513,642	$ 12,457,481
LIABILITIES AND NET ASSETS						
Accounts payable and accrued expenses	$ 310,960	$ -	310,960	$ 398,298	$ -	$ 398,298
Contracts and grants payable	35,399	-	35,399	35,410	-	35,410
Total liabilities	346,359	-	346,359	433,708	-	433,708
Commitments and contingencies (note C)	-	-	-	-	-	-
Net assets	9,698,279	1,735,092	11,433,371	10,510,131	1,513,642	12,023,773
TOTAL LIABILITIES AND NET ASSETS	$ 10,044,638	$ 1,735,092	$ 11,779,730	$ 10,943,839	$ 1,513,642	$ 12,457,481

The accompanying notes are an integral part of these statements.

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'Oleto Community Television

STATEMENTS OF ACTIVITIES

Year ended December 31,

	2009			2008		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Revenues and other support						
Franchise fees (note B)	$ 4,549,697	$ 823,000	$ 5,372,697	$ 4,503,406	$ 823,000	$ 5,326,406
Rental revenue	618,042	-	618,042	628,541	-	628,541
Interest income (note H)	224,298	-	224,298	271,264	-	271,264
Net realized/unrealized (loss) gain on investments (notes A4 and H)	2,995	(20,651)	(17,656)	124,926	24,925	149,851
Other	89,122	-	89,122	92,500	-	92,500
Net assets released from restrictions	580,899	(580,899)	-	959,366	(959,366)	-
Total revenues and other support	6,065,053	221,450	6,286,503	6,580,003	(111,441)	6,468,562
Expenses (note D)						
Program services						
Client services and support	2,664,438	-	2,664,438	2,772,091	-	2,772,091
Contracts	65,751	-	65,751	49,424	-	49,424
Grants (note C)	1,137,830	-	1,137,830	1,125,847	-	1,125,847
Depreciation and amortization	919,476	-	919,476	879,431	-	879,431
Other	12,102	-	12,102	17,063	-	17,063
Management and general						
General and administrative	1,954,073	-	1,954,073	2,234,868	-	2,234,868
Depreciation and amortization	123,235	-	123,235	113,053	-	113,053
Total expenses	6,876,905	-	6,876,905	7,191,777	-	7,191,777
CHANGE IN NET ASSETS	(811,852)	221,450	(590,402)	(611,774)	(111,441)	(723,215)
Net assets at beginning of year	10,510,131	1,513,642	12,023,773	11,121,905	1,625,083	12,746,988
Net assets at end of year	$ 9,698,279	$ 1,735,092	$ 11,433,371	$ 10,510,131	$ 1,513,642	$ 12,023,773

The accompanying notes are an integral part of these statements.

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'Olelo Community Television

STATEMENTS OF CASH FLOWS

Year ended December 31,

	2009	2008
Cash flows from operating activities:		
Change in net assets	$ (590,402)	$ (723,215)
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation and amortization	1,042,711	992,484
Loss on disposal of fixed assets	954	-
Net realized/unrealized loss (gain) on investments	17,656	(149,851)
Decrease in rental receivables and other	98	12,732
Decrease (increase) in inventory	2,014	(400)
Decrease in prepaid and other expenses	8,251	4,724
(Decrease) increase in accounts payable and accrued expenses	(87,338)	84,563
Decrease in contracts payable	(11)	(9,955)
Revenues restricted for property and equipment	(823,000)	(823,000)
Net cash used in operating activities	(429,067)	(611,918)
Cash flows from investing activities:		
Purchase of equipment and leasehold improvements	(580,898)	(959,366)
Purchase of investments	(3,253,299)	(2,184,523)
Proceeds from sales of investments	3,619,396	2,916,159
Net cash used in investing activities	(214,801)	(227,730)
Cash flows from financing activities:		
Revenues restricted for property and equipment	823,000	823,000
Net cash provided by financing activities	823,000	823,000
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	179,132	(16,648)
Cash and cash equivalents at beginning of year	317,215	333,863
Cash and cash equivalents at end of year	$ 496,347	$ 317,215

The accompanying notes are an integral part of these statements.

'Olelo Community Television

NOTES TO FINANCIAL STATEMENTS

December 31, 2009 and 2008

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of 'Olelo Community Television ('Olelo) have been prepared on the accrual basis of accounting. A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

1. Financial Statements

To ensure observance of limitations and restrictions placed on the use of resources available to 'Olelo, the financial statements of 'Olelo are prepared in accordance with the principles of fund accounting. This is the procedure by which resources for various purposes are classified for accounting and reporting purposes into classifications established according to their nature and purposes.

The assets, liabilities and net assets of 'Olelo are reported by the following classifications:

Unrestricted – Unrestricted net assets consist of all resources of 'Olelo which have not been specifically restricted by an external party.

Temporarily Restricted – Temporarily restricted net assets consist of cash and other assets received with stipulations that limit the use of such assets. When a restriction expires, that is when a stipulated purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Temporarily restricted net assets are restricted for acquisition of property and equipment.

2. Depreciation and Amortization

Property and equipment with lives in excess of one year and cost of more than $500 are capitalized and stated at cost.

Depreciation of equipment is provided over the estimated useful lives of the respective assets on a straight-line basis. Leasehold improvements are amortized over the life of the lease or service life of the improvements, whichever is shorter, on a straight-line basis.

Depreciation and amortization expense is summarized as follows at December 31:

	2009	2008
Leasehold improvements	$ 181,399	$ 166,255
Production equipment	657,537	628,662
Furniture and office equipment	187,362	172,533
Vehicles	16,413	25,034
	$1,042,711	$ 992,484

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

3. Inventory

Inventory consists primarily of blank video tapes and is stated at the lower of cost or market, determined by the first-in, first-out method.

4. Investments

In accordance with accounting standards related to accounting for certain investments held by not for profit organizations, investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the statements of financial position with unrealized gains and losses included in the statements of activities. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Gains and losses on investments are reported in the statements of activities as increases or decreases in unrestricted net assets unless their use is temporarily or permanently restricted by explicit donor stipulations or by law. Investment income is reported as an increase in unrestricted net assets.

5. Cash and Cash Equivalents

For purposes of the statement of cash flows, 'Olelo considers all highly liquid instruments with an original maturity of three months or less to be cash and cash equivalents.

6. Accounts Receivable

The majority of 'Olelo's receivables are made up of rent receivable from tenants and other trade receivables. Accounts receivable are due within 30 days and are stated as amounts due from tenants or others. 'Olelo determines its allowance by considering a number of factors, including the length of time accounts receivable are past due, the 'Olelo's previous loss history, the customer's current ability to pay its obligation, and the condition of the general economy and the industry as a whole. There was no bad debt expense for the fiscal years ended December 31, 2009 and 2008.

7. Advertising Expenses

Advertising costs are charged to expense when incurred. Advertising expense amounted to $62,481 and $300,594 for 2009 and 2008, respectively.

8. Taxes Collected from Customers

Accounting standards related to how sales taxes collected from customers and remitted to governmental authorities should be presented in the income statement provides that any tax assessed by governmental authority that is directly imposed on a revenue-producing transaction between a seller and a customer may

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

8. Taxes Collected from Customers (continued)

include, but is not limited to sales, use, value added and some excise taxes. For the years ended December 31, 2009 and 2008 'Olelo presented its rental revenues on the statements of activities on a gross basis and includes general excise taxes remitted to the State of Hawaii of approximately $27,900 and $29,800, respectively.

9. Impairment of Long-Lived Assets

Long-lived assets, such as buildings, improvements, and equipment and purchased intangibles subject to amortization, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability of assets to be held and used is measured by a comparison of the carrying amount of an asset to estimated undiscounted future cash flows expected to be generated by the asset. If the carrying amount of an asset exceeds its estimated future cash flows, an impairment charge is recognized by the amount by which the carrying amount of the asset exceeds the fair value of the asset. Assets to be disposed of would be separately presented in the balance sheets and reported at the lower of the carrying amount or fair value less costs to sell, and are no longer depreciated. The assets and liabilities of a disposed group classified as held for sale would be presented separately in the appropriate asset and liability sections of the balance sheets.

10. Use of Estimates

In preparing 'Olelo's financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

11. Reclassifications

Certain accounts have been reclassified in 2008 to conform to the 2009 presentation.

NOTE B – NATURE OF OPERATIONS AND FUNDING

'Olelo is a nonprofit organization formed to manage the public, educational, and governmental (PEG) access channels on Oahu provided by cable television operators. It has been designated as the recipient of certain cable access operating fees and facilities and equipment funding by the State of Hawaii as part of the State's franchise agreement with a cable television operator. The capital funding is $823,000 annually from January 2004 through January 2009. The access fee is the amount paid in the prior year adjusted for the change in the consumer price index or an amount equal to 3% of certain of the cable operator's revenues, whichever is less.

'Olelo's agreement with the State has been extended numerous times and is presently extended to June 30, 2010. 'Olelo believes that its agreement with the State will continue to be extended until such time as the State decides on the procurement method for the services 'Olelo presently provides.

NOTE B – NATURE OF OPERATIONS AND FUNDING (continued)

In connection with the State's efforts to solicit competitive proposals for PEG access services presently provided by 'Olelo, as referred to in the preceding paragraph, the State has informed 'Olelo that all real and personal property currently owned by 'Olelo which were purchased with PEG funds must be relinquished to the State upon termination of the current agreement between 'Olelo and the State. 'Olelo has advised the State that it disagrees with the State's position and will vigorously defend its property rights.

NOTE C – COMMITMENTS AND CONTINGENCIES

In December 1998, 'Olelo entered into an agreement with the Hawaii Educational Networking Consortium (HENC) to manage various educational grants. The term of the agreement is January 1999 through December 2002, subject to annual review by 'Olelo. Payments will be made as directed by HENC. In 2000, the requirement to continue funding HENC was incorporated in the State's franchise agreement with the cable television operator at an amount equal to 25% of the access fees received. The 2010 commitment for these grants amount to approximately $575,000, based on 50% of the 2010 access operating fees which were received as of February 23, 2010.

'Olelo conducts its operations primarily from a building located on leased land under a noncancelable operating lease, which terminates in October 2044. The lease provides for payment of specified annual rent up to March 2014. The rent for the remaining term of the lease shall be determined by mutual agreement. Total rent expense amounted to $680,134 and $512,311 for 2009 and 2008, respectively.

Future minimum lease payments under noncancelable operating leases as of December 31, 2009, which includes the effects of the amended lease agreement disclosed in note I, are as follows:

Year ending December 31,	
2010	$ 621,000
2011	674,000
2012	688,000
2013	729,000
2014	182,000
Total	$2,894,000

'Olelo has also entered into several agreements to sublease portions of its property. These agreements terminate in November 2010, July 2011, and June 2016. Total rental revenue related to these subleases amounted to $618,042 and $628,541 for 2009 and 2008, respectively.

NOTE C – COMMITMENTS AND CONTINGENCIES (continued)

Future minimum sublease rentals under noncancelable leases as of December 31, 2009 are as follows:

Year ending December 31,	
2010	$410,000
2011	91,000
2012	22,000
2013	23,000
2014	23,000
Thereafter	36,000
Total	$605,000

A former employee has filed a charge against 'Olelo for discrimination and retaliation with the Equal Employee Opportunity Commission (EEOC). 'Olelo has responded denying all allegations. In September 2009, 'Olelo was informed by the EEOC that the claim was without cause.

NOTE D – FUNCTIONAL ALLOCATION OF EXPENSES

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities.

NOTE E – INCOME TAXES

'Olelo is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, the financial statements do not reflect any provision for federal income taxes except where necessary as it relates to uncertain tax positions.

In 2009, 'Olelo adopted accounting rules related to uncertain tax positions. In evaluating a tax position for recognition, 'Olelo evaluates whether it is more-likely-than-not that a tax position will be sustained upon examination, including resolution of related appeals or litigation processes, based on the technical merits of the position. If the tax position meets the more-likely-than-not recognition threshold, the tax position is measured and recognized in 'Olelo's financial statements as the largest amount of tax benefit that, in management's judgment, is greater than 50% likely of being realized upon ultimate settlement.

'Olelo files a Form 990 in the United States (U.S.) federal jurisdiction. 'Olelo used open tax years ending December 31, 2006 through 2009 in its evaluation of tax positions.

'Olelo did not recognize any significant tax liabilities for income tax associated with unrecognized tax benefits as of December 31, 2009. It is 'Olelo's policy to recognize interest accrued related to unrecognized tax benefits in interest expense and penalties in other expenses.

NOTE F – BUSINESS AND CREDIT CONCENTRATIONS

Financial instruments which potentially subject 'Olelo to concentrations of credit risk consist principally of cash, investments, and accounts receivable.

'Olelo maintains cash balances at a financial institution located in Honolulu, Hawaii. Accounts are insured by the Federal Deposit Insurance Corporation up to $250,000. At December 31, 2009 uninsured balances total approximately $152,000. 'Olelo has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

Most of 'Olelo's revenues are from access fees from a cable television franchisee on the Island of Oahu, Hawaii. 'Olelo also receives capital support from the franchisee for acquisitions of equipment and property.

NOTE G – PENSION PLAN

'Olelo sponsors a defined contribution pension plan that provides pension benefits to all full-time and certain part-time employees after one year and 1,000 hours of service. In 2009 and 2008, 'Olelo contributed 1% and 4% of the participants' compensation, respectively.

Defined contribution pension expense for 2009 and 2008 was $20,236 and $72,636, respectively.

NOTE H – INVESTMENTS

Investments are presented in the financial statements at fair value and are summarized as follows as of December 31,:

	2009		2008	
	Cost	Fair value	Cost	Fair value
Unrestricted	$3,053,854	$3,125,523	$3,608,846	$3,743,128
Temporarily restricted	1,255,970	1,285,445	1,013,868	1,051,593
	$4,309,824	$4,410,968	$4,622,714	$4,794,721

	2009		2008	
	Cost	Fair value	Cost	Fair value
U.S. Government agencies	$ 926,093	$ 959,452	$1,457,862	$1,421,707
U.S. Treasury obligations	1,309,149	1,319,910	1,786,207	1,910,172
Corporate and foreign bonds	2,074,582	2,131,606	1,378,645	1,462,842
	$4,309,824	$4,410,968	$4,622,714	$4,794,721

NOTE H – INVESTMENTS (continued)

The following summarizes the investment return and classification in the statement of activities for the year ended December 31,:

	2009	2008
Interest income	$224,298	$271,264
Realized gain	53,207	36,205
Unrealized gain (loss)	(70,863)	113,646
	$206,642	$421,115

Accounting standards related to fair value measurements requires a company to determine the appropriate level in the fair value hierarchy for each fair value measurement. This fair value hierarchy prioritizes the inputs, which refer broadly to assumptions market participants would use in pricing an asset or liability, into three levels, which are described in detail below.

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets. An active market for the asset is a market in which transactions for the asset occur with sufficient frequency and volume to provide pricing information on an ongoing basis. A quoted price in an active market provides the most reliable evidence of fair value and shall be used to measure fair value whenever available.

Level 2: Inputs to the valuation methodology include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in market that are not active, or inputs derived principally from or can be corroborated by observable market data by correlation or other means.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement. Level 3 assets and liabilities include financial instruments whose value is determined using discounted cash flow methodologies, as well as instruments for which the determination of fair value requires significant management judgment or estimation.

The asset's or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

NOTE H – INVESTMENTS (continued)

The following summarizes financial assets measured at fair value on a recurring basis as of December 31, 2009, segregated by the level of the valuation inputs within the fair value hierarchy utilized to measure fair value:

	Level 1	Level 2	Total
U.S. Government agencies	$ –	$ 959,452	$ 959,452
U.S. Treasury obligations	–	1,319,910	1,319,910
Corporate and foreign bonds	1,691,102	440,504	2,131,606
	$1,691,102	$2,719,866	$4,410,968

Management fees amounted to $23,908 and $24,079 in 2009 and 2008, respectively.

NOTE I – SUBSEQUENT EVENTS

In May 2009, accounting standards related to subsequent events were released that introduced new terminology, defined a date through which management must evaluate subsequent events, and listed the circumstances under which an entity must recognize and disclose events or transactions occurring after the balance-sheet date. 'Olelo adopted this accounting standard as of December 31, 2009.

'Olelo evaluated its December 31, 2009 financial statements for subsequent events through June 7, 2010, the date the financial statements were available to be issued. As discussed in note C, 'Olelo finalized terms of its ground lease in March 2010. Any effects on rent expense have been recognized and disclosed in the financial statements.



Grant Thornton

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CABLE DIVISION
DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
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Financial Statements and Report of Independent Certified Public Accountants

'Olelo Community Television

December 31, 2008 and 2007

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Report of Independent Certified Public Accountants

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Board of Directors
Olelo Community Television

We have audited the accompanying statements of financial position of 'Olelo Community Television (a Hawaii nonprofit corporation) as of December 31, 2008 and 2007 and the related statements of activities, and cash flows for the years then ended. These financial statements are the responsibility of the organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America as established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 'Olelo Community Television, as of December 31, 2008 and 2007, and its activities and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Grant Thornton LLP

Honolulu, Hawaii
May 13, 2009

Grant Thornton LLP

Olelo Community Television

STATEMENTS OF ACTIVITIES

Year ended December 31,

	2008			2007		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Revenues and other support						
Franchise fees (note B)	$ 4,503,406	$ 823,000	$ 5,326,406	$ 4,323,105	$ 823,000	$ 5,146,105
Rental revenue	628,541	-	628,541	606,917	-	606,917
Interest income (note H)	271,264	-	271,264	352,353	-	352,353
Net realized/unrealized gain on investments (notes A4 and H)	124,926	24,925	149,851	114,706	29,769	144,475
Other	92,500	-	92,500	59,538	-	59,538
Net assets released from restrictions	959,366	(959,366)	-	1,056,975	(1,056,975)	-
Total revenues and other support	6,580,003	(111,441)	6,468,562	6,513,594	(204,206)	6,309,388
Expenses (note D)						
Program services						
Client services and support	2,772,091	-	2,772,091	1,911,262	-	1,911,262
Contracts (note C)	49,424	-	49,424	47,869	-	47,869
Grants (note C)	1,125,847	-	1,125,847	1,127,555	-	1,127,555
Depreciation and amortization	879,431	-	879,431	798,718	-	798,718
Other	17,063	-	17,063	17,907	-	17,907
Management and general						
General and administrative	2,234,868	-	2,234,868	2,566,846	-	2,566,846
Depreciation and amortization	113,053	-	113,053	103,143	-	103,143
Total expenses	7,191,777	-	7,191,777	6,573,300	-	6,573,300
CHANGE IN NET ASSETS	(611,774)	(111,441)	(723,215)	(59,706)	(204,206)	(263,912)
Net assets at beginning of year	11,121,905	1,625,083	12,746,988	11,181,611	1,829,289	13,010,900
Net assets at end of year	$ 10,510,131	$ 1,513,642	$ 12,023,773	$ 11,121,905	$ 1,625,083	$ 12,746,988

The accompanying notes are an integral part of these statements.

'Olelo Community Television

STATEMENTS OF FINANCIAL POSITION

December 31,

	2008			2007		
ASSETS	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Cash and cash equivalents (notes A6 and F)	$ (144,834)	$ 462,049	$ 317,215	$ (128,363)	$ 462,226	$ 333,863
Investments (notes A4, F and H)	3,743,128	1,051,593	4,794,721	4,213,649	1,162,857	5,376,506
Rental receivables and other	50,844	-	50,844	63,576	-	63,576
Inventory (note A3)	19,149	-	19,149	18,749	-	18,749
Prepaid expenses and deposits	84,916	-	84,916	89,640	-	89,640
Property and equipment – at cost						
Leasehold improvements	6,877,896	-	6,877,896	6,661,193	-	6,661,193
Production equipment	8,138,705	-	8,138,705	7,518,278	-	7,518,278
Furniture and office equipment	1,112,398	-	1,112,398	996,581	-	996,581
Vehicles	253,080	-	253,080	246,661	-	246,661
	16,382,079	-	16,382,079	15,422,713	-	15,422,713
Less accumulated depreciation and amortization (note A2)	9,191,443	-	9,191,443	8,198,959	-	8,198,959
	7,190,636	-	7,190,636	7,223,754	-	7,223,754
TOTAL ASSETS	$ 10,943,839	$ 1,513,642	$ 12,457,481	$ 11,481,005	$ 1,625,083	$ 13,106,088
LIABILITIES AND NET ASSETS						
Accounts payable and accrued expenses	$ 398,298	$ -	398,298	$ 313,735	$ -	$ 313,735
Contracts and grants payable	35,410	-	35,410	45,365	-	45,365
Total liabilities	433,708	-	433,708	359,100	-	359,100
Commitments (note C)	-	-	-	-	-	-
Net assets						
Unrestricted	10,510,131	-	10,510,131	11,121,905	-	11,121,905
Temporarily restricted	-	1,513,642	1,513,642	-	1,625,083	1,625,083
TOTAL NET ASSETS	10,510,131	1,513,642	12,023,773	11,121,905	1,625,083	12,746,988
TOTAL LIABILITIES AND NET ASSETS	$ 10,943,839	$ 1,513,642	$ 12,457,481	$ 11,481,005	$ 1,625,083	$ 13,106,088

The accompanying notes are an integral part of these statements.

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'Olelo Community Television

STATEMENTS OF CASH FLOWS

Year ended December 31,

	2008	2007
Cash flows from operating activities:		
Change in net assets	$ (723,215)	$ (263,912)
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation and amortization	992,484	901,861
Loss on disposal of fixed assets		-
Net unrealized gain on investments	(149,851)	(144,475)
Decrease in accounts receivable	12,732	70,470
Increase in inventory	(400)	154
Decrease in prepaid and other expenses	4,724	(15,237)
Increase in accounts payable and accrued expenses	84,563	530
Decrease in contracts payable	(9,955)	(17,285)
Revenues restricted for property and equipment	(823,000)	(823,000)
Net cash used in operating activities	(611,918)	(290,894)
Cash flows from investing activities:		
Purchase of equipment and leasehold improvements	(959,366)	(1,056,975)
Purchase of investments	(2,184,523)	(3,249,036)
Proceeds from sales of investments	2,916,159	3,284,404
Net cash used in investing activities	(227,730)	(1,021,607)
Cash flows from financing activities:		
Revenues restricted for property and equipment	823,000	823,000
Net cash provided by financing activities	823,000	823,000
NET DECREASE IN CASH AND CASH EQUIVALENTS	(16,648)	(489,501)
Cash and cash equivalents at beginning of year	333,863	823,364
Cash and cash equivalents at end of year	$ 317,215	$ 333,863

The accompanying notes are an integral part of these statements.

'Olelo Community Television

NOTES TO FINANCIAL STATEMENTS

December 31, 2008 and 2007

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of 'Olelo Community Television ('Olelo) have been prepared on the accrual basis of accounting. A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

1. Financial Statements

To ensure observance of limitations and restrictions placed on the use of resources available to 'Olelo, the financial statements of the corporation are prepared in accordance with the principles of fund accounting. This is the procedure by which resources for various purposes are classified for accounting and reporting purposes into classifications established according to their nature and purposes.

The assets, liabilities and net assets of 'Olelo are reported by the following classifications:

Unrestricted

Unrestricted net assets consist of all resources of the corporation which have not been specifically restricted by an external party.

Temporarily Restricted

Temporarily restricted net assets consist of cash and other assets received with stipulations that limit the use of such assets. When a restriction expires, that is when a stipulated purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Temporarily restricted net assets are restricted for acquisition of property and equipment.

2. Depreciation and Amortization

Property and equipment with lives in excess of one year and cost of more than $500 are capitalized and stated at cost.

Depreciation of equipment is provided over the estimated useful lives of the respective assets on a straight-line basis. Leasehold improvements are amortized over the life of the lease or service life of the improvements, whichever is shorter, on a straight-line basis.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

2. Depreciation and Amortization (continued)

Depreciation and amortization expense is summarized as follows at December 31:

	2008	2007
Leasehold improvements	$166,255	$151,680
Production equipment	628,662	578,389
Furniture and office equipment	172,533	142,870
Vehicles	25,034	28,922
	$992,484	$901,861

3. Inventory

Inventory consists primarily of blank video tapes and is stated at the lower of cost or market, determined by the first-in, first-out method.

4. Investments

In September 2006, the FASB issued Statement of Financial Accounting Standards ("SFAS") No. 157, *Fair Value Measurement.* SFAS No. 157 defines fair value, establishes a framework for measuring fair value in generally accepted accounting principles, and expands disclosures about fair value measurements. SFAS No. 157 applies whenever other standards require (or permit) assets or liabilities to be measured at fair value and, therefore, does not expand the use of fair value in any new circumstances. SFAS No. 157 clarifies that fair value should be based on the assumptions market participants would use when pricing an asset or liability and establishes a fair value hierarchy that prioritizes the information used to develop those assumptions. The fair value hierarchy gives the highest priority to quoted prices in active markets and lowest priority to unobservable data. SFAS No. 157 is effective for fiscal years beginning after November 15, 2007. 'Olelo Community Television adopted SFAS No. 157 as of January 1, 2008 and the adoption did not have a material impact on the financial statements of 'Olelo.

In February 2007, the FASB issued SFAS No. 159, *The Fair Value Option for Financial Assets and Financial Liabilities, including an amendment of FASB Statement No. 115.* SFAS No. 159 provides an alternative measurement treatment for certain financial assets and financial liabilities, under an instrument-by-instrument election, that permits fair value to be used for both initial and subsequent measurement, with changes in fair value recognized in earnings. SFAS No. 159 is effective for fiscal years beginning after November 15, 2007. 'Olelo adopted SFAS No. 159 as of January 1, 2008 and the adoption did not have a material impact on the financial statements of 'Olelo.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

4. Investments (continued)

In October, 2008, the FASB issued FASB Staff Position ("FSP") No. 157-3, *Determining the Fair Value of a Financial Asset When the Market for That Asset is not Active*. FSP No. 157-3 clarifies the application of SFAS 157, *Fair Value Measurements*, in a market that is not active. FSP No. 157-3 is effective upon issuance, including prior periods for which financial statements have not been issued. 'Olelo does not expect the adoption of this statement to have a material effect on their financial statements.

Investments are classified as available-for-sale and are presented in the financial statements in the aggregate at fair value. Fair values are based on quoted market prices in active markets (Level 1 input). Investment income is reported as an increase in unrestricted and temporarily restricted net assets.

5. Use of Estimates

In preparing 'Olelo's financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

6. Cash and Cash Equivalents

For purposes of the statement of cash flows, 'Olelo considers commercial paper and corporate bonds purchased with an original maturity of three months or less to be cash and cash equivalents.

7. Accounts Receivable

The majority of 'Olelo's receivables are made up of rent receivable from tenants and other trade receivables. Accounts receivable are due within 30 days and are stated as amounts due from tenants or others. There was no bad debt expense for the fiscal years ended December 31, 2008 and 2007.

8. Advertising Expenses

Advertising costs are charged to expense when incurred. Advertising expense amounted to $300,594 and $47,019 for 2008 and 2007, respectively.

9. Accounting for Uncertainty in Income Taxes

In December 2008, the Financial Accounting Standards Board issued FASB Staff Position (FSP) FIN 48 3, "Effective Date of FASB Interpretation No. 48 for Certain Nonpublic Enterprises." FSP FIN 48-3 permits an entity within its scope to defer the effective date of FASB Interpretation 48 (Interpretation 48), *Accounting for Uncertainty in Income Taxes*, to its annual financial statements for fiscal years beginning after December 5, 2008. 'Olelo has elected to defer the application of Interpretation 48

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

9. Accounting for Uncertainty in Income Taxes (continued)

for the year ended December 31, 2008. 'Olelo evaluates its uncertain tax positions using the provisions of FASB Statement 5, *Accounting for Contingencies*. Accordingly, a loss contingency is recognized when it is probable that a liability has been incurred as of the date of the financial statements and the amount of the loss can be reasonably estimated. The amount recognized is subject to estimate and management judgment with respect to the likely outcome of each uncertain tax position. The amount that is ultimately sustained for an individual uncertain tax position or for all uncertain tax positions in the aggregate could differ from the amount recognized.

10. Reclassification

Certain accounts have been reclassified in 2007 to conform to the 2008 presentation.

NOTE B – NATURE OF OPERATIONS AND FUNDING

'Olelo is a nonprofit organization formed to manage the public, educational, and governmental access channels on Oahu provided by cable television operators. It has been designated as the recipient of certain cable access operating and facilities and equipment funding by the State of Hawaii as part of the State's franchise agreement with a cable television operator. The capital funding is $823,000 annually from January 2004 through January 2009. The access fee is the amount paid in the prior year adjusted for the change in the consumer price index or an amount equal to 3% of certain of the cable operator's revenues, whichever is less.

'Olelo's agreement with the State has been extended numerous times and is presently extended to June 30, 2009. 'Olelo believes that its agreement with the State will continue to be extended until such time as the State decides on the procurement method for the services 'Olelo presently provides.

In connection with the State's efforts to solicit competitive proposals for the PEG access services presently provided by 'Olelo, as referred to in the preceding paragraph, the State has informed 'Olelo that all real and personal property currently owned by 'Olelo which were purchased with PEG funds must be relinquished to the State upon termination of the current agreement between 'Olelo and the State. 'Olelo has advised the State that it disagrees with the State's position and will vigorously defend its property rights.

NOTE C – COMMITMENTS AND CONTINGENCIES

1. In December 1998, 'Olelo entered into an agreement with the Hawaii Educational Networking Consortium (HENC) to manage various educational grants. The term of the agreement is January 1999 through December 2002, subject to annual review by 'Olelo. Payments will be made as directed by HENC. In 2000, the requirement to continue funding HENC was incorporated in the State's franchise agreement with the cable television operator at an amount equal to 25% of the access fees received. The 2009 commitment for these grants amount to approximately $568,712 based on 50% of the 2009 access operating fees which were received as of January 27, 2009.

NOTE C – COMMITMENTS AND CONTINGENCIES (continued)

2. 'Olelo conducts its operations primarily from a building located on leased land under a noncancelable operating lease, which terminates in October 2044. The lease provides for payment of specified annual rent up to September 30, 2008. The rent for the remaining term of the lease shall be determined by mutual agreement. Total rent expense amounted to $512,311 and $491,957 for 2008 and 2007, respectively.

   'Olelo has also entered into several agreements to sublease portions of its property. These agreements terminate at November 2009, July 2011, and June 2016, respectively. Amounts related to these subleases are recorded in the statement of activities as rental revenue.

   As of April 16, 2009, 'Olelo has not entered into a final agreement relating to its operating lease.

3. A former employee has filed a charge against 'Olelo for discrimination and retaliation with the Equal Employee Opportunity Commission (EEOC). 'Olelo has responded denying all allegations. The matter is pending before the EEOC.

NOTE D – FUNCTIONAL ALLOCATION OF EXPENSES

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities.

NOTE E – INCOME TAXES

'Olelo is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, the financial statements do not reflect any provision for federal income taxes.

NOTE F – BUSINESS AND CREDIT CONCENTRATIONS

Financial instruments which potentially subject 'Olelo to concentrations of credit risk consist principally of cash, investments, and accounts receivable.

'Olelo maintains cash balances at a financial institution located in Honolulu, Hawaii. Accounts are insured by the Federal Deposit Insurance Corporation up to $250,000. At December 31, 2008, uninsured amounts held at this institution total $117,200, of which $117,200 is held by a financial services company. 'Olelo has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

Most of 'Olelo's revenues are from access fees from a cable television franchisee on the Island of Oahu, Hawaii. 'Olelo also receives capital support from the franchisee for equipment and property.

NOTE G – PENSION PLAN

'Olelo sponsors a defined contribution pension plan that provides pension benefits to all full-time and certain part-time employees after one year and 1,000 hours of service. The company contributes 4% of the participant's compensation.

Defined contribution pension expense for 2008 and 2007 was $72,636 and $67,519, respectively.

NOTE H – INVESTMENTS

Investments are presented in the financial statements at the current market value and are summarized as follows as of December 31,:

	2008		2007	
	Cost	Fair value	Cost	Fair value
Unrestricted	$3,608,846	$3,743,128	$4,167,910	$4,213,648
Temporarily restricted	1,013,868	1,051,593	1,150,234	1,162,857
	$4,622,714	$4,794,721	$5,318,144	$5,376,505

	2008		2007	
	Cost	Fair value	Cost	Fair value
U.S. Government agencies	$1,786,207	$1,910,172	$1,887,683	$1,926,900
Corporate and foreign bonds	1,457,862	1,421,707	1,313,805	1,291,895
U.S. Treasury obligations	1,378,645	1,462,842	2,116,656	2,157,710
	$4,622,714	$4,794,721	$5,318,144	$5,376,505

The following summarizes the investment return and classification in the statement of activities for the year ended December 31,:

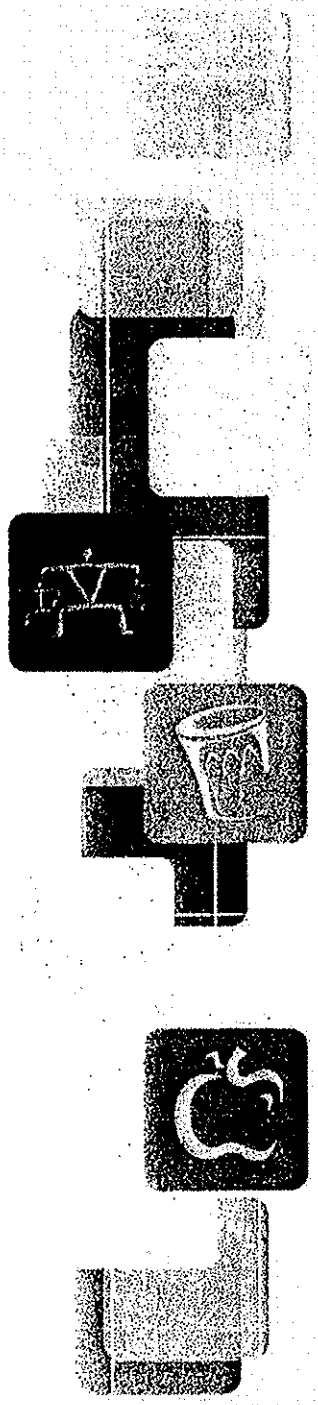
	2008	2007
Interest income	$271,264	$352,353
Net unrealized gain	149,851	144,475
	$421,115	$496,828

'ōlelo
COMMUNITY
TELEVISION

CABLE DIVISION
DEPT OF COMMERCE AND
CONSUMER AFFAIRS
2007 SEP 20 A 9:31
A S L
FILE

MEMORANDUM

September 19, 2007



To: Cable Division, DCCA
Glen Chock

From: Dawne DePonte
Director of Administrative Operations & Projects

Re: 2007 Annual Audited Financials

Attached please find the 2006 Annual Audited Financials that was approved at the July 18th, 2007 Board of Directors' meeting.

Please feel free to contact Keali'i Lopez, or myself if you have any questions at 834-0007 x115.

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Financial statements and report of independent certified public accountants

'Olelo Community Television

December 31, 2006 and 2005

COMMERCE DIVISION
OFFICE OF BUSINESS AND CONSUMER AFFAIRS
2007 SEP 20 A 9:31
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FILE

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Grant Thornton

ccountants and Business Advisors

Report of Independent Certified Public Accountants

Board of Directors
'Olelo Community Television

We have audited the accompanying statements of financial position of 'Olelo Community Television (a Hawaii nonprofit corporation) as of December 31, 2006 and 2005 and the related statements of activities, and cash flows for the years then ended. These financial statements are the responsibility of the organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America as established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 'Olelo Community Television, as of December 31, 2006 and 2005, and its activities and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Grant Thornton LLP

Honolulu, Hawaii
July 2, 2007

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nt Thornton LLP
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'Olelo Community Television

STATEMENTS OF FINANCIAL POSITION

December 31,

ASSETS	2006 Unrestricted	2006 Temporarily Restricted	2006 Total	2005 Unrestricted	2005 Temporarily Restricted	2005 Total
Cash and cash equivalents (notes A6 and F)	$ 361,138	$ 462,226	$ 823,364	$ 737,309	$ 462,226	$ 1,199,535
Investments (notes A4, F and H)	3,900,337	1,367,063	5,267,400	3,611,783	2,308,631	5,920,414
Rental receivables and other	133,317	-	133,317	51,414	-	51,414
Inventory (note A3)	18,903	-	18,903	20,064	-	20,064
Prepaid expenses and deposits	74,403	-	74,403	71,540	-	71,540
Property and equipment – at cost						
Leasehold improvements	6,427,270	-	6,427,270	5,768,442	-	5,768,442
Production equipment	6,942,717	-	6,942,717	7,325,947	-	7,325,947
Furniture and office equipment	749,089	-	749,089	684,006	-	684,006
Vehicles	246,661	-	246,661	224,796	-	224,796
	14,365,737	-	14,365,737	14,003,191	-	14,003,191
Less accumulated depreciation and amortization (note A2)	7,297,098	-	7,297,098	7,861,780	-	7,861,780
	7,068,639	-	7,068,639	6,141,411	-	6,141,411
TOTAL ASSETS	$ 11,556,737	$ 1,829,289	$13,386,026	$ 10,633,521	$ 2,770,857	$ 13,404,378
LIABILITIES AND NET ASSETS						
Accounts payable and accrued expenses	$ 313,205	$ -	$ 313,205	$ 249,232	$ -	$ 249,232
Contracts and grants payable	62,650	-	62,650	83,002	-	83,002
Total liabilities	375,855	-	375,855	332,234	-	332,234
Commitments (note C)	-	-	-	-	-	-
Net assets						
Unrestricted	11,180,882	-	11,180,882	10,301,287	-	10,301,287
Temporarily restricted	-	1,829,289	1,829,289	-	2,770,857	2,770,857
TOTAL NET ASSETS	11,180,882	1,829,289	13,010,171	10,301,287	2,770,857	13,072,144
TOTAL LIABILITIES AND NET ASSETS	$ 11,556,737	$ 1,829,289	$13,386,026	$ 10,633,521	$ 2,770,857	$ 13,404,378

The accompanying notes are an integral part of these statements.

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'Olelo Community Television

STATEMENTS OF ACTIVITIES

Year ended December 31,

	2006			2005		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Revenues and other support						
Franchise fees (note B)	$ 4,220,423	$ 823,000	$ 5,043,423	$ 4,088,404	$ 823,000	$ 4,911,404
Rental revenue	580,063	-	580,063	543,160	-	543,160
Interest income (note H)	382,690	-	382,690	360,916	-	360,916
Net unrealized loss on investments (notes A4 and H)	(53,236)	35,684	(17,552)	(131,153)	(34,043)	(165,196)
Other	119,261	-	119,261	71,821	-	71,821
Net assets released from restrictions	1,800,252	(1,800,252)	-	984,046	(984,046)	-
Total revenues and other support	7,049,453	(941,568)	6,107,885	5,917,194	(195,089)	5,722,105
Expenses (note D)						
Program services						
Client services and support	1,746,677	-	1,746,677	1,744,765	-	1,744,765
Contracts (note C)	39,830	-	39,830	124,377	-	124,377
Grants (note C)	1,141,905	-	1,141,905	1,108,880	-	1,108,880
Other	12,686	-	12,686	11,390	-	11,390
Management and general						
General and administrative	2,382,008	-	2,382,008	2,353,905	-	2,353,905
Depreciation and amortization	846,752	-	846,752	747,240	-	747,240
Total expenses	6,169,858	-	6,169,858	6,090,557	-	6,090,557
CHANGE IN NET ASSETS	879,595	(941,568)	(61,973)	(173,363)	(195,089)	(368,452)
Net assets at beginning of year	10,301,287	2,770,857	13,072,144	10,474,650	2,965,946	13,440,596
Net assets at end of year	$11,180,882	$ 1,829,289	$13,010,171	$10,301,287	$ 2,770,857	$13,072,144

The accompanying notes are an integral part of these statements.

'Olelo Community Television

STATEMENTS OF CASH FLOWS

Year ended December 31,

	2006	2005
Cash flows from operating activities:		
Change in net assets	$ (61,973)	$ (368,452)
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation and amortization	846,752	747,240
Loss on disposal of fixed assets	26,271	-
Net unrealized loss on investments	17,552	165,196
(Increase) decrease in accounts receivable	(81,903)	17,233
Decrease (increase) in inventory	1,161	(4,939)
Increase in prepaid and other expenses	(2,863)	(7,791)
Increase (decrease) in accounts payable and accrued expenses	63,973	(172,457)
(Decrease) increase in contracts payable	(20,352)	183,224
Revenues restticted for property and equipment	(823,000)	(823,000)
Net cash used in operating activities	(34,382)	(263,746)
Cash flows from investing activities:		
Purchase of equipment and leasehold improvements	(1,800,252)	(984,046)
Purchase of investments	(1,093,303)	(2,304,183)
Proceeds from sales of investments	1,728,766	1,513,188
Net cash used in investing activities	(1,164,789)	(1,775,041)
Cash flows from financing activities:		
Revenues restticted for property and equipment	823,000	823,000
Net cash provided by financing activities	823,000	823,000
NET DECREASE IN CASH AND CASH EQUIVALENTS	(376,171)	(1,215,787)
Cash and cash equivalents at beginning of year	1,199,535	2,415,322
Cash and cash equivalents at end of year	$ 823,364	$ 1,199,535

The accompanying notes are an integral part of these statements.

'Olelo Community Television

NOTES TO FINANCIAL STATEMENTS

December 31, 2006 and 2005

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of 'Olelo Community Television ('Olelo) have been prepared on the accrual basis of accounting. A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

1. Financial Statements

To ensure observance of limitations and restrictions placed on the use of resources available to 'Olelo, the financial statements of the corporation are prepared in accordance with the principles of fund accounting. This is the procedure by which resources for various purposes are classified for accounting and reporting purposes into classifications established according to their nature and purposes.

The assets, liabilities and net assets of 'Olelo are reported by the following classifications:

Unrestricted

Unrestricted net assets consist of all resources of the corporation which have not been specifically restricted by an external party.

Temporarily Restricted

Temporarily restricted net assets consist of cash and other assets received with stipulations that limit the use of such assets. When a restriction expires, that is when a stipulated purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Temporarily restricted net assets are restricted for acquisition of property and equipment.

2. Depreciation and Amortization

Property and equipment with lives in excess of one year and cost of more than $500 are capitalized and stated at cost.

Depreciation of equipment is provided over the estimated useful lives of the respective assets on a straight-line basis. Leasehold improvements are amortized over the life of the lease or service life of the improvements, whichever is shorter, on a straight-line basis.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

2. Depreciation and Amortization (continued)

Depreciation and amortization expense is summarized as follows at December 31:

	2006	2005
Leasehold improvements	$145,282	$145,371
Production equipment	557,853	489,571
Furniture and office equipment	112,810	82,585
Vehicles	30,807	29,713
	$846,752	$747,240

3. Inventory

Inventory consists primarily of blank video tapes and is stated at the lower of cost or market, determined by the first-in, first-out method.

4. Investments

Investments are presented in the financial statements in the aggregate at fair value. Fair values are based on quoted market prices. Investment income is reported as an increase in unrestricted and temporarily restricted net assets.

5. Use of Estimates

In preparing 'Olelo's financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

6. Cash and Cash Equivalents

For purposes of the statement of cash flows, 'Olelo considers commercial paper and corporate bonds purchased with an original maturity of three months or less to be cash and cash equivalents.

7. Accounts Receivable

The majority of 'Olelo's receivables are made up of rent receivable from tenants and other trade receivables. Accounts receivable are due within 30 days and are stated as amounts due from tenants or others. There was no bad debt expense for the fiscal years ended December 31, 2006 and 2005.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

8. Advertising Expenses

Advertising costs are charged to expense when incurred. Advertising expense amounted to $89,911 and $107,027 for 2006 and 2005, respectively.

9. Reclassification

Certain accounts have been reclassified in 2005 to conform with 2006 presentation.

NOTE B – NATURE OF OPERATIONS AND FUNDING

'Olelo is a nonprofit organization formed to manage the public, educational, and governmental access channels on Oahu provided by cable television operators. It has been designated as the recipient of certain cable access operating fees and facilities and equipment funding by the State of Hawaii as part of the State's franchise agreement with a cable television operator. The capital funding is $823,000 annually from January 2004 through January 2009. The access fee is the amount paid in the prior year adjusted for the change in the consumer price index or an amount equal to 3% of certain of the cable operator's revenues, whichever is less.

'Olelo's agreement with the State has been extended numerous times and is presently extended to June 30, 2007. 'Olelo believes that its agreement with the State will continue to be extended until such time as the State decides on the procurement of the services 'Olelo presently provides.

NOTE C – COMMITMENTS

1. In December 1998, 'Olelo entered into an agreement with the Hawaii Educational Networking Consortium (HENC) to manage various educational grants. The term of the agreement is January 1999 through December 2002, subject to annual review by 'Olelo. Payments will be made as directed by HENC. In 2000, the requirement to continue funding HENC was incorporated in the State's franchise agreement with the cable television operator at an amount equal to 25% of the access fees received. The 2007 commitment for these grants amount to approximately $540,388 based on 50% of the 2007 access operating fees which were received as of February 5, 2007.

2. 'Olelo conducts its operations primarily from a building located on leased land under a noncancelable operating lease, which terminates in October 2044. The lease provides for payment of specified annual rent up to September 30, 2008. The rent for the remaining term of the lease shall be determined by mutual agreement. Total rent expense amounted to $465,261 and $464,386 for 2006 and 2005, respectively.

NOTE C – COMMITMENTS (continued)

2. (Continued)

'Olelo has also entered into several agreements to sublease portions of its property. These agreements terminate at November 2007, July 2011, and June 2016, respectively. Amounts related to these subleases are recorded in the statement of activities as rental revenue.

The minimum rental commitments, excluding sublease income, under operating leases are as follows:

Year ending December 31,	
2007	$443,125
January 1 to September 30, 2008	332,344
Total minimum payments required	$775,469

NOTE D – FUNCTIONAL ALLOCATION OF EXPENSES

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities.

NOTE E – INCOME TAXES

'Olelo is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, the financial statements do not reflect any provision for federal income taxes.

NOTE F – BUSINESS AND CREDIT CONCENTRATIONS

Financial instruments which potentially subject 'Olelo to concentrations of credit risk consist principally of cash, investments, and accounts receivable.

'Olelo maintains cash balances at a financial institution located in Honolulu, Hawaii. Accounts are insured by the Federal Deposit Insurance Corporation up to $100,000. At December 31, 2006, uninsured amounts held at this institution total $889,000. 'Olelo has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

All of 'Olelo's revenues are from access fees from a cable television franchisee on the Island of Oahu, Hawaii. 'Olelo also receives capital support from the franchisee for equipment and property.

NOTE G – PENSION PLAN

'Olelo sponsors a defined contribution pension plan that provides pension benefits to all full-time and certain part-time employees after one year or 1,000 hours of service. The company contributes 4% of the participant's compensation.

Defined contribution pension expense for 2006 and 2005 was $68,144 and $63,941, respectively.

NOTE H – INVESTMENTS

Investments are presented in the financial statements at the current market value and are summarized as follows as of December 31,:

	2006		2005	
	Cost	Fair value	Cost	Fair value
Unrestricted	$4,021,578	$3,900,337	$3,734,091	$3,611,783
Temporarily restricted	1,409,557	1,367,063	2,386,810	2,308,631
	$5,431,135	$5,267,400	$6,120,901	$5,920,414

	2006		2005	
	Cost	Fair value	Cost	Fair value
U.S. Government agencies	$1,788,208	$1,751,426	$1,964,392	$1,904,736
Corporate and foreign bonds	1,703,863	1,613,990	2,031,917	1,954,265
U.S. Treasury obligations	1,939,064	1,901,984	2,124,592	2,061,413
	$5,431,135	$5,267,400	$6,120,901	$5,920,414

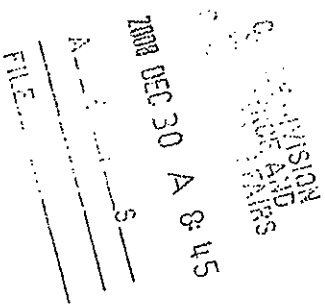
The following summarizes the investment return and classification in the statement of activities for the year ended December 31,:

	2006	2005
Interest income	$382,690	$ 360,916
Net unrealized loss	(17,552)	(165,196)
	$365,138	$ 195,720

Financial Statements and Report of Independent Certified Public Accountants

'Olelo Community Television

December 31, 2007 and 2006



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Grant Thornton

Report of Independent Certified Public Accountants

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Board of Directors
'Olelo Community Television

We have audited the accompanying statements of financial position of 'Olelo Community Television (a Hawaii nonprofit corporation) as of December 31, 2007 and 2006 and the related statements of activities, and cash flows for the years then ended. These financial statements are the responsibility of the organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America as established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 'Olelo Community Television, as of December 31, 2007 and 2006, and its activities and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Grant Thornton LLP

Honolulu, Hawaii
May 21, 2008

Grant Thornton LLP
U.S. member firm of Grant Thornton International Ltd

'Olelo Community Television

STATEMENTS OF FINANCIAL POSITION

December 31,

	2007			2006		
ASSETS	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Cash and cash equivalents (notes A6 and F)	$ (128,363)	$ 462,226	$ 333,863	$ 361,138	$ 462,226	$ 823,364
Investments (notes A4, F and H)	4,213,648	1,162,857	5,376,505	3,900,337	1,367,063	5,267,400
Rental receivables and other	63,576	-	63,576	134,046	-	134,046
Inventory (note A3)	18,749	-	18,749	18,903	-	18,903
Prepaid expenses and deposits	89,640	-	89,640	74,403	-	74,403
Property and equipment – at cost						
Leasehold improvements	6,661,193	-	6,661,193	6,427,270	-	6,427,270
Production equipment	7,518,278	-	7,518,278	6,942,717	-	6,942,717
Furniture and office equipment	996,581	-	996,581	749,089	-	749,089
Vehicles	246,661	-	246,661	246,661	-	246,661
	15,422,713	-	15,422,713	14,365,737	-	14,365,737
Less accumulated depreciation and amortization (note A2)	8,198,959	-	8,198,959	7,297,098	-	7,297,098
	7,223,754	-	7,223,754	7,068,639	-	7,068,639
TOTAL ASSETS	$ 11,481,005	$ 1,625,083	$13,106,088	$ 11,557,466	$ 1,829,289	$ 13,386,755
LIABILITIES AND NET ASSETS						
Accounts payable and accrued expenses	$ 313,735	$ -	$ 313,735	$ 313,205	$ -	$ 313,205
Contracts and grants payable	45,365	-	45,365	62,650	-	62,650
Total liabilities	359,100	-	359,100	375,855	-	375,855
Commitments (note C)	-	-	-	-	-	-
Net assets						
Unrestricted	11,121,905	-	11,121,905	11,181,611	-	11,181,611
Temporarily restricted	-	1,625,083	1,625,083	-	1,829,289	1,829,289
TOTAL NET ASSETS	11,121,905	1,625,083	12,746,988	11,181,611	1,829,289	13,010,900
TOTAL LIABILITIES AND NET ASSETS	$ 11,481,005	$ 1,625,083	$13,106,088	$ 11,557,466	$ 1,829,289	$ 13,386,755

The accompanying notes are an integral part of these statements.

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'Olelo Community Television

STATEMENTS OF ACTIVITIES

Year ended December 31,

	2007			2006		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Revenues and other support						
Franchise fees (note B)	$ 4,323,105	$ 823,000	$ 5,146,105	$ 4,220,423	$ 823,000	$ 5,043,423
Rental revenue	606,917	-	606,917	580,063	-	580,063
Interest income (note H)	352,353	-	352,353	382,690	-	382,690
Net unrealized gain (loss) on investments (notes A4 and H)	114,706	29,769	144,475	(53,236)	35,684	(17,552)
Other	59,538	-	59,538	119,261	-	119,261
Net assets released from restrictions	1,056,975	(1,056,975)	-	1,800,252	(1,800,252)	-
Total revenues and other support	6,513,594	(204,206)	6,309,388	7,049,453	(941,568)	6,107,885
Expenses (note D)						
Program services						
Client services and support	1,929,169	-	1,929,169	1,746,677	-	1,746,677
Contracts (note C)	47,869	-	47,869	39,830	-	39,830
Grants (note C)	1,127,555	-	1,127,555	1,141,905	-	1,141,905
Other	-	-	-	12,686	-	12,686
Management and general						
General and administrative	2,566,846	-	2,566,846	2,381,279	-	2,381,279
Depreciation and amortization	901,861	-	901,861	846,752	-	846,752
Total expenses	6,573,300	-	6,573,300	6,169,129	-	6,169,129
CHANGE IN NET ASSETS	(59,706)	(204,206)	(263,912)	880,324	(941,568)	(61,244)
Net assets at beginning of year	11,181,611	1,829,289	13,010,900	10,301,287	2,770,857	13,072,144
Net assets at end of year	$11,121,905	$ 1,625,083	$12,746,988	$11,181,611	$ 1,829,289	$13,010,900

The accompanying notes are an integral part of these statements.

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'Olelo Community Television

STATEMENTS OF CASH FLOWS

Year ended December 31,

	2007	2006
Cash flows from operating activities:		
Change in net assets	$ (263,912)	$ (61,244)
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation and amortization	901,861	846,752
Loss on disposal of fixed assets	-	26,271
Net unrealized (gain) loss on investments	(144,475)	17,552
Decrease (increase) in accounts receivable	70,470	(82,632)
Decrease in inventory	154	1,161
Increase in prepaid and other expenses	(15,237)	(2,863)
Increase in accounts payable and accrued expenses	530	63,973
Decrease in contracts payable	(17,285)	(20,352)
Revenues restricted for property and equipment	(823,000)	(823,000)
Net cash used in operating activities	(290,894)	(34,382)
Cash flows from investing activities:		
Purchase of equipment and leasehold improvements	(1,056,975)	(1,800,252)
Purchase of investments	(3,249,036)	(1,093,303)
Proceeds from sales of investments	3,284,404	1,728,766
Net cash used in investing activities	(1,021,607)	(1,164,789)
Cash flows from financing activities:		
Revenues restricted for property and equipment	823,000	823,000
Net cash provided by financing activities	823,000	823,000
NET DECREASE IN CASH AND CASH EQUIVALENTS	(489,501)	(376,171)
Cash and cash equivalents at beginning of year	823,364	1,199,535
Cash and cash equivalents at end of year	$ 333,863	$ 823,364

The accompanying notes are an integral part of these statements.

'Olelo Community Television

NOTES TO FINANCIAL STATEMENTS

December 31, 2007 and 2006

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of 'Olelo Community Television ('Olelo) have been prepared on the accrual basis of accounting. A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

1. Financial Statements

To ensure observance of limitations and restrictions placed on the use of resources available to 'Olelo, the financial statements of the corporation are prepared in accordance with the principles of fund accounting. This is the procedure by which resources for various purposes are classified for accounting and reporting purposes into classifications established according to their nature and purposes.

The assets, liabilities and net assets of 'Olelo are reported by the following classifications:

Unrestricted

Unrestricted net assets consist of all resources of the corporation which have not been specifically restricted by an external party.

Temporarily Restricted

Temporarily restricted net assets consist of cash and other assets received with stipulations that limit the use of such assets. When a restriction expires, that is when a stipulated purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Temporarily restricted net assets are restricted for acquisition of property and equipment.

2. Depreciation and Amortization

Property and equipment with lives in excess of one year and cost of more than $500 are capitalized and stated at cost.

Depreciation of equipment is provided over the estimated useful lives of the respective assets on a straight-line basis. Leasehold improvements are amortized over the life of the lease or service life of the improvements, whichever is shorter, on a straight-line basis.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

2. Depreciation and Amortization (continued)

Depreciation and amortization expense is summarized as follows at December 31:

	2007	2006
Leasehold improvements	$151,680	$145,282
Production equipment	578,389	557,853
Furniture and office equipment	142,870	112,810
Vehicles	28,922	30,807
	$901,861	$846,752

3. Inventory

Inventory consists primarily of blank video tapes and is stated at the lower of cost or market, determined by the first-in, first-out method.

4. Investments

Investments are presented in the financial statements in the aggregate at fair value. Fair values are based on quoted market prices. Investment income is reported as an increase in unrestricted and temporarily restricted net assets.

5. Use of Estimates

In preparing 'Olelo's financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

6. Cash and Cash Equivalents

For purposes of the statement of cash flows, 'Olelo considers commercial paper and corporate bonds purchased with an original maturity of three months or less to be cash and cash equivalents.

7. Accounts Receivable

The majority of 'Olelo's receivables are made up of rent receivable from tenants and other trade receivables. Accounts receivable are due within 30 days and are stated as amounts due from tenants or others. There was no bad debt expense for the fiscal years ended December 31, 2007 and 2006.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

8. Advertising Expenses

Advertising costs are charged to expense when incurred. Advertising expense amounted to $86,003 and $89,911 for 2007 and 2006, respectively.

9. Reclassification

Certain accounts have been reclassified in 2006 to conform with 2007 presentation.

NOTE B – NATURE OF OPERATIONS AND FUNDING

'Olelo is a nonprofit organization formed to manage the public, educational, and governmental access channels on Oahu provided by cable television operators. It has been designated as the recipient of certain cable access operating fees and facilities and equipment funding by the State of Hawaii as part of the State's franchise agreement with a cable television operator. The capital funding is $823,000 annually from January 2004 through January 2009. The access fee is the amount paid in the prior year adjusted for the change in the consumer price index or an amount equal to 3% of certain of the cable operator's revenues, whichever is less.

'Olelo's agreement with the State has been extended numerous times and is presently extended to June 30, 2008. 'Olelo believes that its agreement with the State will continue to be extended until such time as the State decides on the procurement of the services 'Olelo presently provides.

NOTE C – COMMITMENTS

1. In December 1998, 'Olelo entered into an agreement with the Hawaii Educational Networking Consortium (HENC) to manage various educational grants. The term of the agreement is January 1999 through December 2002, subject to annual review by 'Olelo. Payments will be made as directed by HENC. In 2000, the requirement to continue funding HENC was incorporated in the State's franchise agreement with the cable television operator at an amount equal to 25% of the access fees received. The 2008 commitment for these grants amount to approximately $562,926 based on 50% of the 2008 access operating fees which were received as of January 31, 2008.

2. 'Olelo conducts its operations primarily from a building located on leased land under a noncancelable operating lease, which terminates in October 2044. The lease provides for payment of specified annual rent up to September 30, 2008. The rent for the remaining term of the lease shall be determined by mutual agreement. Total rent expense amounted to $491,957 and $465,261 for 2007 and 2006, respectively.

NOTE C – COMMITMENTS (continued)

2. (Continued)

'Olelo has also entered into several agreements to sublease portions of its property. These agreements terminate at November 2009, July 2011, and June 2016, respectively. Amounts related to these subleases are recorded in the statement of activities as rental revenue.

The minimum rental commitments, excluding sublease income, under operating leases are as follows:

January 1 to September 30, 2008	332,344
Total minimum payments required	$332,344

As of March 5, 2008, 'Olelo has not entered into contract negotiations relating to their operating lease.

NOTE D – FUNCTIONAL ALLOCATION OF EXPENSES

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities.

NOTE E – INCOME TAXES

'Olelo is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, the financial statements do not reflect any provision for federal income taxes.

NOTE F – BUSINESS AND CREDIT CONCENTRATIONS

Financial instruments which potentially subject 'Olelo to concentrations of credit risk consist principally of cash, investments, and accounts receivable.

'Olelo maintains cash balances at a financial institution located in Honolulu, Hawaii. Accounts are insured by the Federal Deposit Insurance Corporation up to $100,000. At December 31, 2007, uninsured amounts held at this institution total $405,000, of which $185,000 is held by a financial services company. 'Olelo has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

Most of 'Olelo's revenues are from access fees from a cable television franchisee on the Island of Oahu, Hawaii. 'Olelo also receives capital support from the franchisee for equipment and property.

NOTE G – PENSION PLAN

'Olelo sponsors a defined contribution pension plan that provides pension benefits to all full-time and certain part-time employees after one year or 1,000 hours of service. The company contributes 4% of the participant's compensation.

Defined contribution pension expense for 2007 and 2006 was $67,519 and $68,144, respectively.

NOTE H – INVESTMENTS

Investments are presented in the financial statements at the current market value and are summarized as follows as of December 31,:

	2007		2006	
	Cost	Fair value	Cost	Fair value
Unrestricted	$4,167,910	$4,213,648	$4,021,578	$3,900,337
Temporarily restricted	1,150,234	1,162,857	1,409,557	1,367,063
	$5,318,144	$5,376,505	$5,431,135	$5,267,400

	2007		2006	
	Cost	Fair value	Cost	Fair value
U.S. Government agencies	$1,887,683	$1,926,900	$1,788,208	$1,751,426
Corporate and foreign bonds	1,313,805	1,291,895	1,703,863	1,613,990
U.S. Treasury obligations	2,116,656	2,157,710	1,939,064	1,901,984
	$5,318,144	$5,376,505	$5,431,135	$5,267,400

The following summarizes the investment return and classification in the statement of activities for the year ended December 31,:

	2007	2006
Interest income	$352,353	$382,690
Net unrealized gain (loss)	144,475	(17,552)
	$496,828	$365,138

Financial statements and report of independent certified public accountants

'Olelo Community Television

December 31, 2005 and 2004

APPROVED

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Grant Thornton

Accountants and Business Advisors

Report of Independent Certified Public Accountants

Board of Directors
'Olelo Community Television

We have audited the accompanying statements of financial position of 'Olelo Community Television (a Hawaii nonprofit corporation) as of December 31, 2005 and 2004 and the related statements of activities, and cash flows for the years then ended. These financial statements are the responsibility of the organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America as established by the Auditing Standards Board of the American Institute of Certified Public Accountants. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 'Olelo Community Television, as of December 31, 2005 and 2004, and its activities and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Grant Thornton LLP

Honolulu, Hawaii
April 19, 2006

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Grant Thornton LLP
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'Olelo Community Television

STATEMENTS OF FINANCIAL POSITION

December 31,

	2005			2004		
ASSETS	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Cash and cash equivalents (notes A6 and F)	$ 737,309	$ 462,226	$ 1,199,535	$ 1,953,097	$ 462,225	$ 2,415,322
Investments (notes A4, F and H)	3,611,783	2,308,631	5,920,414	2,790,895	2,503,721	5,294,616
Rental receivables and other	51,414	-	51,414	68,647	-	68,647
Inventory (note A3)	20,064	-	20,064	15,125	-	15,125
Prepaid expenses and deposits	71,540	-	71,540	63,749	-	63,749
Property and equipment – at cost						
Leasehold improvements	5,768,442	-	5,768,442	5,671,709	-	5,671,709
Production equipment	7,325,947	-	7,325,947	6,602,777	-	6,602,777
Furniture and office equipment	684,006	-	684,006	519,862	-	519,862
Vehicles	224,796	-	224,796	224,796	-	224,796
	14,003,191	-	14,003,191	13,019,144	-	13,019,144
Less accumulated depreciation and amortization (note A2)	7,861,780	-	7,861,780	7,114,540	-	7,114,540
	6,141,411	-	6,141,411	5,904,604	-	5,904,604
TOTAL ASSETS	$ 10,633,521	$ 2,770,857	$ 13,404,378	$ 10,796,117	$ 2,965,946	$ 13,762,063
LIABILITIES AND NET ASSETS						
Accounts payable and accrued expenses	249,232	$ -	$ 249,232	$ 255,459	$ -	$ 255,459
Contracts and grants payable	$ 83,002	-	83,002	66,008	-	66,008
Total liabilities	332,234	-	332,234	321,467	-	321,467
Commitments (note C)	-	-	-	-	-	-
Net assets						
Unrestricted	10,301,287	-	10,301,287	10,474,650	-	10,474,650
Temporarily restricted	-	2,770,857	2,770,857	-	2,965,946	2,965,946
TOTAL NET ASSETS	10,301,287	2,770,857	13,072,144	10,474,650	2,965,946	13,440,596
TOTAL LIABILITIES AND NET ASSETS	$ 10,633,521	$ 2,770,857	$ 13,404,378	$ 10,796,117	$ 2,965,946	$ 13,762,063

The accompanying notes are an integral part of these statements.

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'Olelo Community Television

STATEMENTS OF ACTIVITIES

Year ended December 31,

	2005			2004		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Revenues and other support						
Franchise fees (note B)	$ 4,088,404	$ 823,000	$ 4,911,404	$ 3,979,730	$ 823,000	$ 4,802,730
Rental revenue	543,160	-	543,160	545,125	-	545,125
Interest income (note H)	360,916	-	360,916	286,710	-	286,710
Net unrealized loss on investments (notes A4 and H)	(131,153)	(34,043)	(165,196)	(89,881)	(59,468)	(149,349)
Other	71,821	-	71,821	52,811	-	52,811
Net assets released from restrictions	984,046	(984,046)	-	809,288	(809,288)	-
Total revenues and other support	5,917,194	(195,089)	5,722,105	5,583,783	(45,756)	5,538,027
Expenses (note D)						
Program services						
Client services and support	1,865,762	-	1,865,762	2,051,608	-	2,051,608
Contracts awarded (note C)	46,769	-	46,769	39,293	-	39,293
Grants awarded (note C)	1,065,491	-	1,065,491	1,004,103	-	1,004,103
Other	11,390	-	11,390	22,797	-	22,797
Management and general						
General and administrative	2,353,905	-	2,353,905	2,151,903	-	2,151,903
Depreciation and amortization	747,240	-	747,240	726,924	-	726,924
Total expenses	6,090,557	-	6,090,557	5,996,628	-	5,996,628
CHANGE IN NET ASSETS	(173,363)	(195,089)	(368,452)	(412,845)	(45,756)	(458,601)
Net assets at beginning of year	10,474,650	2,965,946	13,440,596	10,887,495	3,011,702	13,899,197
Net assets at end of year	$10,301,287	$ 2,770,857	$13,072,144	$10,474,650	$ 2,965,946	$13,440,596

The accompanying notes are an integral part of these statements.

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'Olelo Community Television

STATEMENTS OF CASH FLOWS

Year ended December 31,

	2005	2004
Cash flows from operating activities:		
Change in net assets	$ (368,452)	$ (458,601)
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation and amortization	747,240	726,924
Loss on disposal of fixed assets	-	1,866
Net unrealized loss on investments	165,196	149,349
Decrease in accounts receivable	17,233	18,479
(Increase) decrease in inventory	(4,939)	3,116
Increase in prepaid and other expenses	(7,791)	(2,818)
Decrease in accounts payable and accrued expenses	(172,457)	(181,297)
Increase in contracts payable	183,224	4,149
Revenues restricted for property and equipment	(823,000)	(823,000)
Net cash used in operating activities	(263,746)	(561,833)
Cash flows from investing activities:		
Purchase of equipment and leasehold improvements	(984,046)	(809,288)
Purchase of investments	(2,304,183)	(2,645,130)
Proceeds from sales of investments	1,513,188	2,744,942
Net cash used in investing activities	(1,775,041)	(709,476)
Cash flows from financing activities:		
Revenues restricted for property and equipment	823,000	823,000
Net cash provided by financing activities	823,000	823,000
NET DECREASE IN CASH AND CASH EQUIVALENTS	(1,215,787)	(448,309)
Cash and cash equivalents at beginning of year	2,415,322	2,863,631
Cash and cash equivalents at end of year	$ 1,199,535	$ 2,415,322

The accompanying notes are an integral part of these statements.

'Olelo Community Television

NOTES TO FINANCIAL STATEMENTS

December 31, 2005 and 2004

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of 'Olelo Community Television ('Olelo) have been prepared on the accrual basis of accounting. A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

1. Financial Statements

To ensure observance of limitations and restrictions placed on the use of resources available to 'Olelo, the financial statements of the corporation are prepared in accordance with the principles of fund accounting. This is the procedure by which resources for various purposes are classified for accounting and reporting purposes into funds established according to their nature and purposes.

The assets, liabilities and net assets of 'Olelo are reported by the following funds:

Unrestricted

Unrestricted net assets consist of all resources of the corporation which have not been specifically restricted by an external party.

Temporarily Restricted

Temporarily restricted net assets consist of cash and other assets received with stipulations that limit the use of such assets. When a restriction expires, that is when a stipulated purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Temporarily restricted net assets are restricted for acquisition of property and equipment.

2. Depreciation and Amortization

Property and equipment with lives in excess of one year and cost of more than $500 are capitalized and stated at cost.

Depreciation of equipment is provided over the estimated useful lives of the respective assets on a straight-line basis. Leasehold improvements are amortized over the life of the lease or service life of the improvements, whichever is shorter, on a straight-line basis.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

2. Depreciation and Amortization (continued)

Depreciation and amortization expense is summarized as follows at December 31:

	2005	2004
Leasehold improvements	$145,371	$146,417
Production equipment	489,571	497,086
Furniture and office equipment	82,585	57,567
Vehicles	29,713	25,854
	$747,240	$726,924

3. Inventory

Inventory consists primarily of blank video tapes and is stated at the lower of cost or market, determined by the first-in, first-out method.

4. Investments

Investments are presented in the financial statements in the aggregate at fair value. Fair values are based on quoted market prices. Investment income is reported as an increase in unrestricted and temporarily restricted net assets.

5. Use of Estimates

In preparing 'Olelo's financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

6. Cash and Cash Equivalents

For purposes of the statement of cash flows, 'Olelo considers commercial paper and corporate bonds purchased with an original maturity of three months or less to be cash and cash equivalents.

7. Accounts Receivable

The majority of 'Olelo's receivables are made up of rent receivable from tenants and other trade receivables. Accounts receivable are due within 30 days and are stated as amounts due from tenants or others. There was no bad debt expense for the fiscal years ended December 31, 2005 and 2004.

NOTE B – NATURE OF OPERATIONS AND FUNDING

'Olelo is a nonprofit organization formed to manage the public, educational, and governmental access channels on Oahu to be provided by cable television operators. It has been designated as the recipient of certain cable access operating fees and facilities and equipment funding by the State of Hawaii as part of the State's franchise agreement with a cable television operator. The capital funding is $823,000 annually from January 2004 through January 2009. The access fee is the amount paid in the prior year adjusted for the change in the consumer price index or an amount equal to 3% of certain of the cable operator's revenues, whichever is less.

'Olelo's agreement with the State has been extended numerous times and is presently extended to June 30, 2006. 'Olelo believes that its agreement with the State will continue to be extended until such time as the State decides on how to formally procure the services 'Olelo presently provides.

NOTE C – COMMITMENTS

1. In December 1998, 'Olelo entered into an agreement with the Hawaii Educational Networking Consortium (HENC) to manage various educational grants. The term of the agreement is January 1999 through December 2002, subject to annual review by 'Olelo. Payments will be made as directed by HENC. In 2000, the requirement to continue funding HENC was incorporated in the State's franchise agreement with the cable television operator at an amount equal to 25% of the access fees received. The 2006 commitment for these grants amount to approximately $527,553 based on access fees received as of April 19, 2006.

2. 'Olelo conducts its operations primarily from a building located on leased land under a noncancelable operating lease, which terminates in October 2044. The lease provides for payment of specified annual rent up to September 30, 2008. The rent for the remaining term of the lease shall be determined by mutual agreement. Total rent expense amounted to $464,386 and $439,458 for 2005 and 2004, respectively.

   'Olelo has also entered into several agreements to sublease portions of its property. These agreements terminate at August 2006, November 2007, and June 2016, respectively. Amounts related to these subleases are recorded in the statement of activities as rental revenue.

   The minimum rental commitments, excluding sublease income, under operating leases are as follows:

Year ending December 31,	
2006	$ 443,125
2007	443,125
January 1 to September 30, 2008	332,344
Total minimum payments required	$1,218,594

NOTE D – FUNCTIONAL ALLOCATION OF EXPENSES

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities.

NOTE E – INCOME TAXES

'Olelo is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, the financial statements do not reflect any provision for federal income taxes.

NOTE F – BUSINESS AND CREDIT CONCENTRATIONS

Financial instruments which potentially subject 'Olelo to concentrations of credit risk consist principally of cash, investments, and accounts receivable.

'Olelo maintains cash balances at a financial institution located in Honolulu, Hawaii. Accounts are insured by the Federal Deposit Insurance Corporation up to $100,000. At December 31, 2005, uninsured amounts held at this institution total $1,386,000. 'Olelo has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

All of 'Olelo's revenues are from access fees from a cable television franchisee on the Island of Oahu, Hawaii. 'Olelo also receives capital support from the franchisee for equipment and property.

NOTE G – PENSION PLAN

'Olelo sponsors a defined contribution pension plan that provides pension benefits to all full-time and certain part-time employees after one year or 1,000 hours of service. The company contributes 4% of the participant's compensation.

Defined contribution pension expense for 2005 and 2004 was $63,941 and $62,163, respectively.

NOTE H – INVESTMENTS

Investments are presented in the financial statements at the current market value and are summarized as follows as of December 31,:

	2005		2004	
	Cost	Fair value	Cost	Fair value
Unrestricted	$3,734,091	$3,611,783	$2,840,093	$2,790,895
Temporarily restricted	2,386,810	2,308,631	2,547,856	2,503,721
	$6,120,901	$5,920,414	$5,387,949	$5,294,616

	2005		2004	
	Cost	Fair value	Cost	Fair value
U.S. Government obligations	$1,964,392	$1,904,736	$2,373,086	$2,337,089
Corporate bonds	2,031,917	1,954,265	1,255,581	1,237,356
Mortgage-backed securities	2,124,592	2,061,413	1,759,283	1,720,171
	$6,120,901	$5,920,414	$5,387,950	$5,294,616

The following summarizes the investment return and classification in the statement of activities for the year ended December 31,:

	2005	2004
Interest income	$ 350,916	$ 286,710
Net unrealized loss	(165,196)	(149,349)
	$ 195,720	$ 137,361

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MEMORANDUM

July 26, 2005

To: Cable Division, DCCA
Clyde Sonobe

From: Dawne DePonte
Administrative Services Manager

Re: Approved 2004 Audited Financial Statements

Enclosed please find 'Ōlelo's audited 2004 financial statements approved by the Board of Director at the July 20, 2005 Board of Directors meeting.

Please feel free to contact Keali'i Lopez, or myself if you have any questions at 834-0007 x114.

1122 Māpunapuna St. • Honolulu, Hawai'i • 96819 • Tel: 808.834.0007 • Fax: 808.836.2546 • www.olelo.org

Financial statements and report of independent certified public accountants

'Olelo Community Television

December 31, 2004 and 2003

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DEPARTMENT OF
COMMERCE AND
CONSUMER AFFAIRS
STATE OF HAWAII

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Accountants and Business Advisors

Report of Independent Certified Public Accountants

Board of Directors
'Olelo Community Television

We have audited the accompanying statements of financial position of 'Olelo Community Television (a Hawaii nonprofit corporation) as of December 31, 2004 and 2003 and the related statements of activities, and cash flows for the years then ended. These financial statements are the responsibility of the organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America as established by the Auditing Standards Board of the American Institute of Certified Public Accountants. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 'Olelo Community Television, as of December 31, 2004 and 2003, and its activities and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Grant Thornton LLP

Honolulu, Hawaii
April 15, 2005

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'Olelo Community Television

STATEMENTS OF FINANCIAL POSITION

December 31,

	2004			2003		
ASSETS	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Cash and cash equivalents (notes A6 and F)	$ 1,953,097	$ 462,225	$ 2,415,322	$ 2,401,405	$ 462,226	$ 2,863,631
Investments (notes A4, F and H)	2,790,895	2,503,721	5,294,616	2,994,300	2,549,476	5,543,776
Rental receivables and other	68,647	-	68,647	87,126	-	87,126
Inventory (note A3)	15,125	-	15,125	18,241	-	18,241
Prepaid expenses and deposits	63,749	-	63,749	60,931	-	60,931
Property and equipment – at cost						
Leasehold improvements	5,671,709	-	5,671,709	5,657,531	-	5,657,531
Production equipment	6,602,777	-	6,602,777	6,040,003	-	6,040,003
Furniture and office equipment	519,862	-	519,862	409,984	-	409,984
Vehicles	224,796	-	224,796	164,596	-	164,596
	13,019,144	-	13,019,144	12,272,114	-	12,272,114
Less accumulated depreciation and amortization (note A2)	7,114,540	-	7,114,540	6,448,007	-	6,448,007
	5,904,604	-	5,904,604	5,824,107	-	5,824,107
TOTAL ASSETS	$ 10,796,117	$ 2,965,946	$13,762,063	$ 11,386,110	$ 3,011,702	$ 14,397,812
LIABILITIES AND NET ASSETS						
Accounts payable and accrued expenses	$ 255,459	$ -	$ 255,459	$ 436,756	$ -	$ 436,756
Contracts and grants payable	66,008	-	66,008	61,859	-	61,859
Total liabilities	321,467	-	321,467	498,615	-	498,615
Commitments (note C)	-	-	-	-	-	-
Net assets						
Unrestricted	10,474,650	-	10,474,650	10,887,495	-	10,887,495
Temporarily restricted	-	2,965,946	2,965,946	-	3,011,702	3,011,702
TOTAL NET ASSETS	10,474,650	2,965,946	13,440,596	10,887,495	3,011,702	13,899,197
TOTAL LIABILITIES AND NET ASSETS	$ 10,796,117	$ 2,965,946	$13,762,063	$ 11,386,110	$ 3,011,702	$ 14,397,812

The accompanying notes are an integral part of these statements.

'Olelo Community Television

STATEMENTS OF ACTIVITIES

Year ended December 31,

	2004			2003		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Revenues and other support						
Franchise fees (note B)	$ 3,979,730	$ 823,000	$ 4,802,730	$ 3,731,096	$ 517,976	$ 4,249,072
Rental revenue	545,125	-	545,125	517,775	-	517,775
Interest income (note H)	286,710	-	286,710	332,359	-	332,359
Net unrealized (loss) gains on investments (notes A4 and H)	(89,881)	(59,468)	(149,349)	(59,309)	(71,098)	(130,407)
Other	52,811	-	52,811	69,328	-	69,328
Net assets released from restrictions	809,288	(809,288)	-	444,771	(444,771)	-
Total revenues and other support	5,583,783	(45,756)	5,538,027	5,036,020	2,107	5,038,127
Expenses (note D)						
Program services						
Client services and support	2,051,608	-	2,051,608	1,900,878	-	1,900,878
Contracts awarded (note C)	39,293	-	39,293	28,566	-	28,566
Grants awarded (note C)	1,004,103	-	1,004,103	1,019,553	-	1,019,553
Other	22,797	-	22,797	22,818	-	22,818
Management and general						
General and administrative	2,151,903	-	2,151,903	1,685,120	-	1,685,120
Depreciation and amortization	726,924	-	726,924	860,246	-	860,246
Total expenses	5,996,628	-	5,996,628	5,517,181	-	5,517,181
CHANGE IN NET ASSETS	(412,845)	(45,756)	(458,601)	(481,161)	2,107	(479,054)
Net assets at beginning of year	10,887,495	3,011,702	13,899,197	11,368,656	3,009,595	14,378,251
Net assets at end of year	$10,474,650	$ 2,965,946	$13,440,596	$10,887,495	$ 3,011,702	$13,899,197

The accompanying notes are an integral part of these statements.

'Olelo Community Television

STATEMENTS OF CASH FLOWS

Year ended December 31,

	2004	2003
Cash flows from operating activities:		
Change in net assets	$ (458,601)	$ (479,054)
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities:		
Depreciation and amortization	726,924	860,246
Loss on disposal of fixed assets	1,866	-
Net unrealized loss on investments	149,349	130,407
Decrease in accounts receivable	18,479	44,561
Decrease in inventory	3,116	2,769
Increase in prepaid and other expenses	(2,818)	(22,290)
(Decrease) increase in accounts payable and accrued expenses	(181,297)	113,322
Increase in contracts payable	4,149	8,325
Revenues restricted for property and equipment	(823,000)	(517,976)
Net cash (used in) provided by operating activities	(561,833)	140,310
Cash flows from investing activities:		
Purchase of equipment and leasehold improvements	(809,288)	(444,771)
Purchase of investments	(2,645,130)	(3,504,166)
Proceeds from sales of investments	2,744,942	3,663,013
Net cash used in investing activities	(709,476)	(285,924)
Cash flows from financing activities:		
Revenues restricted for property and equipment	823,000	517,976
Net cash provided by financing activities	823,000	517,976
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(448,309)	372,362
Cash and cash equivalents at beginning of year	2,863,631	2,491,269
Cash and cash equivalents at end of year	$ 2,415,322	$ 2,863,631

The accompanying notes are an integral part of these statements.

'Olelo Community Television

NOTES TO FINANCIAL STATEMENTS

December 31, 2004 and 2003

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of 'Olelo Community Television ('Olelo) (formerly 'Olelo: The Corporation for Community Television) have been prepared on the accrual basis of accounting. A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

1. Fund Accounting

To ensure observance of limitations and restrictions placed on the use of resources available to 'Olelo, the financial statements of the corporation are prepared in accordance with the principles of fund accounting. This is the procedure by which resources for various purposes are classified for accounting and reporting purposes into funds established according to their nature and purposes.

The assets, liabilities and net assets of 'Olelo are reported by the following funds:

Unrestricted

Unrestricted net assets consist of all resources of the corporation which have not been specifically restricted by an external party.

Temporarily Restricted

Temporarily restricted net assets consist of cash and other assets received with stipulations that limit the use of such assets. When a restriction expires, that is when a stipulated purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Temporarily restricted net assets are restricted for acquisition of property and equipment.

2. Depreciation and Amortization

Depreciation of equipment is provided over the estimated useful lives of the respective assets on a straight-line basis.

Leasehold improvements are amortized over the life of the lease or service life of the improvements, whichever is shorter, on a straight-line basis.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

2. Depreciation and Amortization (continued)

Depreciation and amortization expense is summarized as follows at December 31:

	2004	2003
Leasehold improvements	$146,417	$146,091
Production equipment	497,086	649,456
Furniture and office equipment	57,567	48,932
Vehicles	25,854	15,767
	$726,924	$860,246

3. Inventory

Inventory consists of blank video tapes and is stated at the lower of cost or market, determined by the first-in, first-out method.

4. Investments

Investments are presented in the financial statements in the aggregate at fair value. Fair values are based on quoted market prices. Investment income is reported as an increase in unrestricted net assets.

5. Use of Estimates

In preparing 'Olelo's financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

6. Cash and Cash Equivalents

For purposes of the statement of cash flows, 'Olelo considers commercial paper and corporate bonds purchased with an original maturity of three months or less to be cash and cash equivalents.

NOTE B – NATURE OF OPERATIONS AND FUNDING

'Olelo is a nonprofit organization formed to manage the public, educational, and governmental access channels on Oahu to be provided by cable television operators. It has been designated as the recipient of certain cable access operating fees and facilities and equipment funding by the State of Hawaii as part of the State's franchise agreement with a cable television operator. The capital funding is $823,000 annually from January 2004 through January 2009. The access fee is the amount paid in the prior year adjusted for the change in the consumer price index or an amount equal to 3% of certain of the cable operator's revenues, whichever is less.

NOTE C – COMMITMENTS

1. In December 1998, 'Olelo entered into an agreement with the Hawaii Educational Networking Consortium (HENC) to manage various educational grants. The term of the agreement is January 1999 through December 2002, subject to annual review by 'Olelo. Payments will be made as directed by HENC. In 2000, the requirement to continue funding HENC was incorporated in the State's franchise agreement with the cable television operator at an amount equal to 25% of the access fees received. The 2005 commitment for these grants amount to approximately $1,022,101.

2. 'Olelo conducts its operations primarily from a building located on leased land under a noncancelable operating lease, which terminates in October 2044. The lease provides for payment of specified annual rent up to September 30, 2008. The rent for the remaining term of the lease shall be determined by mutual agreement. Total rent expense amounted to $439,458 and $429,232 for 2004 and 2003, respectively.

   'Olelo has also entered into several agreements to sublease portions of its property. These agreements terminate at various dates through February 2006. Amounts related to these subleases are recorded in the statement of activities as rental revenue.

   The minimum rental commitments, excluding sublease income, under operating leases are as follows:

Year ended December 31,	
2005	$ 443,125
2006	443,125
2007	443,125
January 1 to September 30, 2008	332,344
Total minimum payments required	$1,661,719

NOTE D – FUNCTIONAL ALLOCATION OF EXPENSES

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities.

NOTE E – INCOME TAXES

'Olelo is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, the financial statements do not reflect any provision for federal income taxes.

NOTE F – BUSINESS AND CREDIT CONCENTRATIONS

Financial instruments which potentially subject 'Olelo to concentrations of credit risk consist principally of cash, investments, and accounts receivable.

'Olelo maintains cash balances at a financial institution located in Honolulu, Hawaii. Accounts are insured by the Federal Deposit Insurance Corporation up to $100,000. At December 31, 2004, uninsured amounts held at this institution total $2,451,000. 'Olelo has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

All of 'Olelo's revenues are from access fees from a cable television franchisee on the Island of Oahu, Hawaii. 'Olelo also receives capital support from the franchisee for equipment and property.

NOTE G – PENSION PLAN

'Olelo sponsors a defined contribution pension plan that provides pension benefits to all full-time and certain part-time employees after one year or 1,000 hours of service. The company contributes 4% of the participant's compensation.

Defined contribution pension expense for 2004 and 2003 was $62,163 and $56,120, respectively.

NOTE H – INVESTMENTS

Investments are presented in the financial statements at the current market value and are summarized as follows as of December 31,:

	2004		2003	
	Cost	Fair value	Cost	Fair value
Unrestricted	$2,840,093	$2,790,895	$2,976,293	$2,994,300
Temporarily restricted	2,547,856	2,503,721	2,534,144	2,549,476
	$5,387,949	$5,294,616	$5,510,437	$5,543,776

	2004		2003	
	Cost	Fair value	Cost	Fair value
U.S. Government obligations	$2,373,086	$2,337,089	$1,501,262	$1,498,330
Corporate bonds	1,255,581	1,237,356	1,736,861	1,777,444
Mortgage-backed securities	1,759,283	1,720,171	2,272,314	2,268,002
	$5,387,950	$5,294,616	$5,510,437	$5,543,776

The following summarizes the investment return and classification in the statement of activities for the year ended December 31,:

	2004	2003
Interest income	$ 286,710	$ 332,359
Net unrealized gains (loss)	(149,349)	(130,407)
	$ 137,361	$ 201,952

'ōlelo
COMMUNITY TELEVISION

1122 Māpunapuna St.
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CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
DEC 27 2 43 PM '04
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TRANSMITTAL

December 23, 2004

To: Glenn Chock
DCCA-CATV
P.O. Box 541
Honolulu, Hawaii 96809

Re: `Ōlelo's Audited and Approved 2003 Financial Statement

Aloha,

Attached, please find a copy of `Ōlelo's audited 2003 financials. The Board of Directors reviewed and approved the financials at its June 22, 2004 Board Meeting.

If you have any questions, please do not hesitate to contact me at 834-0007, ext. 105.

Happy holidays,

M. Lee

Miki Lee
Administrative Service Director

Financial statements and report of independent certified public accountants

Olelo: The Corporation for Community Television

December 31, 2003 and 2002

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Grant Thornton

Accountants and Business Advisors

Report of Independent Certified Public Accountants

Board of Directors
'Olelo: The Corporation for Community Television

We have audited the accompanying statements of financial position of 'Olelo: The Corporation for Community Television (a Hawaii nonprofit corporation) as of December 31, 2003 and 2002 and the related statements of activities, and cash flows for the years then ended. These financial statements are the responsibility of the organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 'Olelo: The Corporation for Community Television, as of December 31, 2003 and 2002, and its activities and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Grant Thornton LLP

Honolulu, Hawaii
April 29, 2004

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'Olelo: The Corporation for Community Television

STATEMENTS OF FINANCIAL POSITION

December 31,

	2003			2002		
ASSETS	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Cash and cash equivalents (notes A6 and F)	$ 2,401,405	$ 462,226	$ 2,863,631	$ 2,029,043	$ 462,226	$ 2,491,269
Investments (notes A4, F and H)	2,994,300	2,549,476	5,543,776	3,285,661	2,547,369	5,833,030
Rental receivables and other	87,126	-	87,126	131,687	-	131,687
Inventory (note A3)	18,241	-	18,241	21,010	-	21,010
Prepaid expenses and deposits	60,931	-	60,931	38,641	-	38,641
Property and equipment – at cost						
Leasehold improvements	5,657,531	-	5,657,531	5,624,288	-	5,624,288
Production equipment	6,040,003	-	6,040,003	5,708,587	-	5,708,587
Furniture and office equipment	409,984	-	409,984	370,430	-	370,430
Vehicles	164,596	-	164,596	141,212	-	141,212
	12,272,114	-	12,272,114	11,844,517	-	11,844,517
Less accumulated depreciation and amortization (note A2)	6,448,007	-	6,448,007	5,604,935	-	5,604,935
	5,824,107	-	5,824,107	6,239,582	-	6,239,582
TOTAL ASSETS	$ 11,386,110	$ 3,011,702	$14,397,812	$ 11,745,624	$ 3,009,595	$ 14,755,219
LIABILITIES AND NET ASSETS						
Accounts payable and accrued expenses	$ 436,756	$ -	$ 436,756	$ 323,434	$ -	$ 323,434
Contracts and grants payable	61,859	-	61,859	53,534	-	53,534
Total liabilities	498,615	-	498,615	376,968	-	376,968
Commitments (note C)	-	-	-	-	-	-
Net assets						
Unrestricted	10,887,495	-	10,887,495	11,368,656	-	11,368,656
Temporarily restricted	-	3,011,702	3,011,702	-	3,009,595	3,009,595
TOTAL NET ASSETS	10,887,495	3,011,702	13,899,197	11,368,656	3,009,595	14,378,251
TOTAL LIABILITIES AND NET ASSETS	$ 11,386,110	$ 3,011,702	$14,397,812	$ 11,745,624	$ 3,009,595	$ 14,755,219

The accompanying notes are an integral part of these statements.

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'Olelo: The Corporation for Community Television

STATEMENTS OF ACTIVITIES

Year ended December 31,

	2003			2002		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Revenues and other support						
Franchise fees (note B)	$ 3,731,096	$ 517,976	$ 4,249,072	$ 3,728,009	$ 479,993	$ 4,208,002
Rental revenue	517,775	-	517,775	499,217	-	499,217
Interest income (note H)	332,359	-	332,359	364,436	-	364,436
Net unrealized (loss) gains on investments (notes A4 and H)	(59,309)	(71,098)	(130,407)	80,610	31,107	111,717
Other	69,328	-	69,328	86,696	174,000	260,696
Net assets released from restrictions	444,771	(444,771)	-	765,847	(765,847)	-
Total revenues and other support	5,036,020	2,107	5,038,127	5,524,815	(80,747)	5,444,068
Expenses (note D)						
Program services						
Client services and support	1,900,878	-	1,900,878	1,740,514	-	1,740,514
Contracts awarded (note C)	28,566	-	28,566	23,808	-	23,808
Grants awarded (note C)	1,019,553	-	1,019,553	1,018,781	-	1,018,781
Other	22,818	-	22,818	210,201	-	210,201
Management and general						
General and administrative	1,685,120	-	1,685,120	1,506,948	-	1,506,948
Depreciation and amortization	860,246	-	860,246	831,820	-	831,820
Total expenses	5,517,181	-	5,517,181	5,332,072	-	5,332,072
CHANGE IN NET ASSETS	(481,161)	2,107	(479,054)	192,743	(80,747)	111,996
Net assets at beginning of year	11,368,656	3,009,595	14,378,251	11,175,913	3,090,342	14,266,255
Net assets at end of year	$10,887,495	$ 3,011,702	$13,899,197	$11,368,656	$ 3,009,595	$14,378,251

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The accompanying notes are an integral part of these statements.

'Olelo: The Corporation for Community Television

STATEMENTS OF CASH FLOWS

Year ended December 31,

	2003	2002
Cash flows from operating activities:		
Change in net assets	$ (479,054)	$ 111,996
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	860,246	831,820
Loss on disposal of fixed assets	-	986
Net unrealized loss (gain) on investments	130,407	(111,717)
Decrease (increase) in accounts receivable	44,561	(12,404)
Decrease in inventory	2,769	5,905
Increase in prepaid and other expenses	(22,290)	(5,754)
Increase (decrease) in accounts payable and accrued expenses	113,322	(405,959)
Increase in contracts payable	8,325	293,142
Revenues restricted for property and equipment	(517,976)	(479,993)
Net cash provided by operating activities	140,310	228,022
Cash flows from investing activities:		
Purchase of equipment and leasehold improvements	(444,771)	(566,134)
Purchase of investments	(3,504,166)	(2,782,160)
Proceeds from sales of investments	3,663,013	2,383,519
Net cash used in investing activities	(285,924)	(964,775)
Cash flows from financing activities:		
Revenues restricted for property and equipment	517,976	479,993
Net cash provided by financing activities	517,976	479,993
NET DECREASE IN CASH AND CASH EQUIVALENTS	372,362	(256,760)
Cash and cash equivalents at beginning of year	2,491,269	2,748,029
Cash and cash equivalents at end of year	$ 2,863,631	$ 2,491,269

The accompanying notes are an integral part of these statements.

'Olelo: The Corporation for Community Television

NOTES TO FINANCIAL STATEMENTS

December 31, 2003 and 2002

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of 'Olelo: The Corporation for Community Television ('Olelo) have been prepared on the accrual basis of accounting. A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

1. Fund Accounting

To ensure observance of limitations and restrictions placed on the use of resources available to 'Olelo, the financial statements of the corporation are prepared in accordance with the principles of fund accounting. This is the procedure by which resources for various purposes are classified for accounting and reporting purposes into funds established according to their nature and purposes.

The assets, liabilities and net assets of 'Olelo are reported by the following funds:

Unrestricted

Unrestricted net assets consist of all resources of the corporation which have not been specifically restricted by an external party.

Temporarily Restricted

Temporarily restricted net assets consist of cash and other assets received with stipulations that limit the use of such assets. When a restriction expires, that is when a stipulated purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Temporarily restricted net assets are restricted for acquisition of property and equipment.

2. Depreciation and Amortization

Depreciation of equipment is provided over the estimated useful lives of the respective assets on a straight-line basis.

Leasehold improvements are amortized over the life of the lease or service life of the improvements, whichever is shorter, on a straight-line basis.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

2. Depreciation and Amortization (continued)

Depreciation and amortization expense is summarized as follows at December 31:

	2003	2002
Leasehold improvements	$146,091	$144,327
Production equipment	649,456	629,106
Furniture and office equipment	48,932	47,479
Vehicles	15,767	10,908
	$860,246	$831,820

3. Inventory

Inventory consists of blank video tapes and is stated at the lower of cost or market, determined by the first-in, first-out method.

4. Investments

Investments are presented in the financial statements in the aggregate at fair value. Fair values are based on quoted market prices. Investment income is reported as an increase in unrestricted net assets.

5. Use of Estimates

In preparing 'Olelo's financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

6. Cash and Cash Equivalents

For purposes of the statement of cash flows, 'Olelo considers commercial paper and corporate bonds purchased with an original maturity of three months or less to be cash and cash equivalents.

NOTE B – NATURE OF OPERATIONS AND FUNDING

'Olelo is a nonprofit organization formed to manage the public, educational, and governmental access channels on Oahu to be provided by cable television operators. It has been designated as the recipient of certain cable access operating fees and facilities and equipment funding by the State of Hawaii as part of the State's franchise agreement with a cable television operator. Access fees are calculated at a percentage of the applicable fees that the cable operator charges and the yearly capital funding is in varying amounts as specified in the respective agreements. The access fee is the amount paid in the prior year adjusted for the change in the consumer price index or an amount equal to 3% of certain of the cable operator's revenues, whichever is less.

NOTE C – COMMITMENTS

1. In December 1998, 'Olelo entered into an agreement with the Hawaii Educational Networking Consortium (HENC) to manage various educational grants. The term of the agreement is January 1999 through December 2002, subject to annual review by 'Olelo. Payments will be made as directed by HENC. In 2000, the requirement to continue funding HENC was incorporated in the State's franchise agreement with the cable television operator at an amount equal to 25% of the access fees received. The 2004 commitment for these grants amount to approximately $988,015.

2. 'Olelo conducts its operations primarily from a building located on leased land under a noncancelable operating lease, which terminates in October 2044. The lease provides for payment of specified annual rent up to September 30, 2008. The rent for the remaining term of the lease shall be determined by mutual agreement. Total rent expense amounted to $429,232 and $429,132 for 2003 and 2002, respectively.

   'Olelo has also entered into several agreements to sublease portions of its property. These agreements terminate at various dates through February 2006. Amounts related to these subleases are recorded in the statement of activities as rental revenue.

   The minimum rental commitments, excluding sublease income, under operating leases are as follows:

Year ended December 31,	
2004	$ 419,386
2005	443,125
2006	443,125
2007	443,125
January 1 to September 30, 2008	332,343
Total minimum payments required	$2,081,104

NOTE D – FUNCTIONAL ALLOCATION OF EXPENSES

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities.

NOTE E – INCOME TAXES

'Olelo is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, the financial statements do not reflect any provision for federal income taxes.

NOTE F – BUSINESS AND CREDIT CONCENTRATIONS

Financial instruments which potentially subject 'Olelo to concentrations of credit risk consist principally of cash, investments, and accounts receivable.

'Olelo maintains cash balances at a financial institution located in Honolulu, Hawaii. Accounts are insured by the Federal Deposit Insurance Corporation up to $100,000. At December 31, 2003, uninsured amounts held at this institution total $2,850,000. 'Olelo has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

Investments of 'Olelo are held by a financial institution located in Honolulu, Hawaii (note H).

All of 'Olelo's revenues are from access fees from a cable television franchisee on the Island of Oahu, Hawaii. 'Olelo also receives capital support from the franchisee for equipment and property.

NOTE G – PENSION PLAN

'Olelo sponsors a defined contribution pension plan that provides pension benefits to all full-time and certain part-time employees after one year or 1,000 hours of service. The company contributes 4% of the participant's compensation.

Defined contribution pension expense for 2003 and 2002 was $56,120 and $49,529, respectively.

NOTE H – INVESTMENTS

Investments are presented in the financial statements at the current market value and are summarized as follows as of December 31,:

	2003		2002	
	Cost	Fair value	Cost	Fair value
Unrestricted	$2,976,293	$2,994,300	$3,174,185	$3,285,661
Temporarily restricted	2,534,144	2,549,476	2,460,939	2,547,369
	$5,510,437	$5,543,776	$5,635,124	$5,833,030

	2003		2002	
	Cost	Fair value	Cost	Fair value
U.S. Government obligations	$1,501,262	$1,498,330	$ 422,541	$ 435,190
Corporate bonds	1,736,861	1,777,444	3,338,654	3,471,236
Mortgage-backed securities	2,272,314	2,268,002	1,873,929	1,926,604
	$5,510,437	$5,543,776	$5,635,124	$5,833,030

The following summarizes the investment return and classification in the statement of activities for the year ended December 31,:

	2003	2002
Interest income	$ 332,359	$364,436
Net unrealized (loss) gains	(130,407)	111,717
	$ 201,952	$476,153

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Financial statements and report of independent certified public accountants

Olelo: The Corporation for Community Television

December 31, 2002 and 2001

CABLE DIVISION
COMMUNITY AFFAIRS
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Grant Thornton

Accountants and Management Consultants

Report of Independent Certified Public Accountants

Board of Directors
'Olelo: The Corporation for Community Television

We have audited the accompanying statements of financial position of 'Olelo: The Corporation for Community Television (a Hawaii nonprofit corporation) as of December 31, 2002 and 2001 and the related statements of activities, and cash flows for the years then ended. These financial statements are the responsibility of the organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 'Olelo: The Corporation for Community Television, as of December 31, 2002 and 2001, and its activities and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Grant Thornton LLP

Honolulu, Hawaii
April 23, 2003

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'Olelo: The Corporation for Community Television

STATEMENTS OF FINANCIAL POSITION

December 31,

	2002			2001		
ASSETS	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Cash and cash equivalents (notes A6 and F)	$ 2,029,043	$ 462,226	$ 2,491,269	$ 2,285,803	$ 462,226	$ 2,748,029
Investments (notes A4, F and I)	3,285,661	2,547,369	5,833,030	2,694,556	2,628,116	5,322,672
Rental receivables and other	131,687	-	131,687	119,283	-	119,283
Inventory (note A3)	21,010	-	21,010	26,915	-	26,915
Prepaid expenses and deposits	38,641	-	38,641	32,887	-	32,887
Property and equipment – at cost						
Leasehold improvements	5,624,288	-	5,624,288	5,555,433	-	5,555,433
Production equipment	5,708,587	-	5,708,587	5,327,410	-	5,327,410
Furniture and office equipment	370,430	-	370,430	321,100	-	321,100
Vehicles	141,212	-	141,212	96,945	-	96,945
	11,844,517	-	11,844,517	11,300,888	-	11,300,888
Less accumulated depreciation and amortization (note A2)	5,604,935	-	5,604,935	4,794,634	-	4,794,634
	6,239,582	-	6,239,582	6,506,254	-	6,506,254
TOTAL ASSETS	$11,745,624	$ 3,009,595	$14,755,219	$11,665,698	$ 3,090,342	$14,756,040
LIABILITIES AND NET ASSETS						
Accounts payable and accrued expenses (note B)	$ 323,434	$ -	$ 323,434	$ 459,493	$ -	$ 459,493
Contracts payable	53,534	-	53,534	30,292	-	30,292
Total liabilities	376,968	-	376,968	489,785	-	489,785
Commitments (note C)	-	-	-	-	-	-
Net assets						
Unrestricted	11,368,656	-	11,368,656	11,175,913	-	11,175,913
Temporarily restricted	-	3,009,595	3,009,595	-	3,090,342	3,090,342
TOTAL NET ASSETS	11,368,656	3,009,595	14,378,251	11,175,913	3,090,342	14,266,255
TOTAL LIABILITIES AND NET ASSETS	$11,745,624	$ 3,009,595	$14,755,219	$11,665,698	$ 3,090,342	$14,756,040

The accompanying notes are an integral part of these statements.

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'Olelo: The Corporation for Community Television

STATEMENTS OF ACTIVITIES

Year ended December 31,

	2002			2001		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Revenues and other support						
Franchise fees (note B)	$ 3,728,009	$ 479,993	$ 4,208,002	$ 3,359,279	$ 853,741	$ 4,213,020
Rental revenue	499,217	-	499,217	476,893	-	476,893
Interest income (note I)	364,436	-	364,436	464,294	-	464,294
Net unrealized gains on investments (notes A4 and I)	80,610	31,107	111,717	53,378	40,604	93,982
Other	86,696	174,000	260,696	117,575	-	117,575
Net assets released from restrictions	765,847	(765,847)	-	791,626	(791,626)	-
Total revenues and other support	5,524,815	(80,747)	5,444,068	5,263,045	102,719	5,365,764
Expenses (note D)						
Program services						
Client services and support	1,740,514	-	1,740,514	1,507,598	-	1,507,598
Contracts awarded (note C)	23,808	-	23,808	32,833	-	32,833
Grants awarded (note C)	1,018,781	-	1,018,781	970,601	-	970,601
Other	210,201	-	210,201	35,528	-	35,528
Management and general						
General and administrative	1,506,948	-	1,506,948	1,519,044	-	1,519,044
Depreciation and amortization	831,820	-	831,820	781,587	-	781,587
Total expenses	5,332,072	-	5,332,072	4,847,191	-	4,847,191
CHANGE IN NET ASSETS	192,743	(80,747)	111,996	415,854	102,719	518,573
Net assets at beginning of year	11,175,913	3,090,342	14,266,255	10,760,059	2,987,623	13,747,682
Net assets at end of year	$11,368,656	$ 3,009,595	$14,378,251	$11,175,913	$ 3,090,342	$14,266,255

The accompanying notes are an integral part of these statements.

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'Olelo: The Corporation for Community Television

STATEMENTS OF CASH FLOWS

Year ended December 31,

	2002	2001
Cash flows from operating activities:		
Change in net assets	$ 111,996	$ 518,573
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	831,820	781,587
Loss on disposal of fixed assets	986	315
Net unrealized gains on investments	(111,717)	(93,982)
Increase in accounts receivable	(12,404)	(53,436)
Decrease (increase) in inventory	5,905	(10,118)
(Increase) in prepaid and other expenses	(5,754)	(95)
(Decrease) increase in accounts payable and accrued expenses	(405,959)	85,825
Increase in contracts payable	293,142	16,533
Revenues restricted for property and equipment	(479,993)	(853,741)
Net cash provided by operating activities	228,022	391,461
Cash flows from investing activities:		
Purchase of equipment and leasehold improvements	(566,134)	(791,626)
Purchase of investments	(2,782,160)	(4,180,229)
Proceeds from sales of investments	2,383,519	2,091,051
Net cash (used in) provided by investing activities	(964,775)	(2,880,804)
Cash flows from financing activities:		
Revenues restricted for property and equipment	479,993	853,741
Net cash provided by financing activities	479,993	853,741
NET DECREASE IN CASH AND CASH EQUIVALENTS	(256,760)	(1,635,602)
Cash and cash equivalents at beginning of year	2,748,029	4,383,631
Cash and cash equivalents at end of year	$ 2,491,269	$ 2,748,029

The accompanying notes are an integral part of these statements.

'Olelo: The Corporation for Community Television

NOTES TO FINANCIAL STATEMENTS

December 31, 2002 and 2001

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of 'Olelo: The Corporation for Community Television ('Olelo) have been prepared on the accrual basis of accounting. A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

1. Fund Accounting

To ensure observance of limitations and restrictions placed on the use of resources available to 'Olelo, the financial statements of the corporation are prepared in accordance with the principles of fund accounting. This is the procedure by which resources for various purposes are classified for accounting and reporting purposes into funds established according to their nature and purposes.

The assets, liabilities and net assets of 'Olelo are reported by the following funds:

Unrestricted

Unrestricted net assets consist of all resources of the corporation which have not been specifically restricted by an external party.

Temporarily Restricted

Temporarily restricted net assets consist of cash and other assets received with stipulations that limit the use of such assets. When a restriction expires, that is when a stipulated purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Temporarily restricted net assets are restricted for acquisition of property and equipment.

2. Depreciation and Amortization

Depreciation of equipment is provided over the estimated useful lives of the respective assets on a straight-line basis.

Leasehold improvements are amortized over the life of the lease or service life of the improvements, whichever is shorter, on a straight-line basis.

NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

2. Depreciation and Amortization (continued)

Depreciation and amortization expense is summarized as follows at December 31:

	2002	2001
Leasehold improvements	$144,327	$142,716
Production equipment	629,106	590,833
Furniture and office equipment	47,479	41,636
Vehicles	10,908	6,402
	$831,820	$781,587

3. Inventory

Inventory consists of blank video tapes and is stated at the lower of cost or market, determined by the first-in, first-out method.

4. Investments

Investments are presented in the financial statements in the aggregate at fair value. Fair values are based on quoted market prices. Investment income is reported as an increase in unrestricted net assets.

5. Use of Estimates

In preparing 'Olelo's financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

6. Cash and Cash Equivalents

For purposes of the statement of cash flows, 'Olelo considers commercial paper and corporate bonds purchased with an original maturity of three months or less to be cash and cash equivalents.

NOTE B – NATURE OF OPERATIONS AND FUNDING

'Olelo is a nonprofit organization formed to manage the public, educational, and governmental access channels on Oahu to be provided by cable television operators. It has been designated as the recipient of certain cable access operating fees and facilities and equipment funding by the State of Hawaii as part of the State's franchise agreement with cable television operators. Access fees are calculated at a percentage of the applicable fees that the cable operator charges and the yearly capital funding is in varying amounts as specified in the respective agreements. In 2000, the franchise agreement was amended to set the access fee at $3.7 million for 2001. In subsequent years, the access fee is the amount paid in the prior year adjusted for the change in the consumer price index or an amount equal to 3% of the cable operator's revenues, whichever is less.

At December 31, 2001, the financial statements include a liability to the cable television operator in the amount of $340,721 for funds received in excess of franchise fees earned for 2001.

NOTE C – COMMITMENTS

1. In December 1998, 'Olelo entered into an agreement with the Hawaii Educational Networking Consortium (HENC) to manage various educational grants. The term of the agreement is January 1999 through December 2002, subject to annual review by 'Olelo. Payments will be made as directed by HENC. In 2000, the requirement to continue funding HENC was incorporated in the State's franchise agreement with the cable television operator at an amount equal to 25% of the access fees received. The 2003 commitment for these grants amount to approximately $967,598.

2. 'Olelo conducts its operations primarily from a building located on leased land. The lease, which terminates in October 2044, provides for payment of annual rent of $379,822 through September 30, 2001. The agreement also provides for payment of annual rent of $411,473 for the three-year period ending September 30, 2004 and $443,125 for the four-year period ending September 30, 2008. The rent for the remaining term of the lease shall be determined by mutual agreement. Total rent expense amounted to $429,132 and $405,847 for 2002 and 2001, respectively.

   'Olelo has also entered into several agreements to sublease portions of its property. These agreements terminate at various dates through February 2006. Amounts related to these subleases are recorded in the statement of activities as rental revenue.

NOTE D - FUNCTIONAL ALLOCATION OF EXPENSES

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities.

NOTE E - INCOME TAXES

'Olelo is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, the financial statements do not reflect any provision for federal income taxes.

NOTE F - BUSINESS AND CREDIT CONCENTRATIONS

Financial instruments which potentially subject 'Olelo to concentrations of credit risk consist principally of cash, investments, and accounts receivable.

'Olelo maintains cash balances at a financial institution located in Honolulu, Hawaii. Accounts are insured by the Federal Deposit Insurance Corporation up to $100,000. At December 31, 2002, uninsured amounts held at this institution total $2,490,194. 'Olelo has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk on cash and cash equivalents.

Investments of 'Olelo are held by a financial institution located in Honolulu, Hawaii (note I).

All of 'Olelo's revenues are from access fees from a cable television franchisee on the Island of Oahu, Hawaii. 'Olelo also receives capital support from the franchisee for equipment and property.

NOTE G - PENSION PLAN

'Olelo sponsors a defined contribution pension plan that provides pension benefits to all full-time and certain part-time employees after one year or 1,000 hours of service. The company contributes 4% of the participant's compensation.

Defined contribution pension expense for 2002 and 2001 was $49,529 and $47,612, respectively.

NOTE H - RELATED PARTY TRANSACTIONS

In 2001, an officer of the financial institution in which 'Olelo has its funds and investments deposited into was appointed as a member of the Board of Directors of 'Olelo. Subsequent to December 31, 2001, the individual became employed by another financial institution.

NOTE I - INVESTMENTS

Investments are presented in the financial statements at the current market value and are summarized as follows as of December 31,:

	2002		2001	
	Cost	Fair value	Cost	Fair value
Unrestricted	$3,174,185	$3,285,661	$2,634,223	$2,694,556
Temporarily restricted	2,460,939	2,547,369	2,572,794	2,628,116
	$5,635,124	$5,833,030	$5,207,017	$5,322,672

	2002		2001	
	Cost	Fair value	Cost	Fair value
U.S. Government obligations	$ 422,541	$ 435,190	$1,773,966	$1,810,925
Corporate bonds	3,338,654	3,471,236	1,345,825	1,380,627
Mortgage-backed securities	1,873,929	1,926,604	2,087,226	2,131,120
	$5,635,124	$5,833,030	$5,207,017	$5,322,672

The following summarizes the investment return and classification in the statement of activities for the year ended December 31,:

	2002	2001
Interest income	$364,436	$464,294
Net unrealized gains	111,717	93,982
	$476,153	$558,276

FINANCIAL STATEMENTS
AND REPORT OF INDEPENDENT
CERTIFIED PUBLIC ACCOUNTANTS

'OLELO: THE CORPORATION FOR
COMMUNITY TELEVISION

December 31, 2000 and 1999

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t Thornton LLP
JS Member Firm of
t Thornton International

Grant Thornton

Report of Independent Certified Public Accountants

Board of Directors
'Olelo: The Corporation for Community Television

We have audited the accompanying statements of financial position of 'Olelo: The Corporation for Community Television (a Hawaii nonprofit corporation) as of December 31, 2000 and 1999 and the related statements of activities, and cash flows for the years then ended. These financial statements are the responsibility of the organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 'Olelo: The Corporation for Community Television, as of December 31, 2000 and 1999, and its activities and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

Grant Thornton LLP

Honolulu, Hawaii
April 16, 2001

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shop Street
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'Olelo: The Corporation for Community Television

STATEMENTS OF FINANCIAL POSITION

December 31,

	2000			1999		
ASSETS	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Cash and cash equivalents (notes A6 and F)	$ 3,921,405	$ 462,226	$ 4,383,631	$ 951,349	$ 462,226	$ 1,413,575
Investments (notes A4, F and I)	614,115	2,525,397	3,139,512	2,252,922	1,896,237	4,149,159
Accounts receivable	65,847	-	65,847	29,665	-	29,665
Inventory (note A3)	16,797	-	16,797	24,248	-	24,248
Prepaid expenses and deposits	32,792	-	32,792	140,259	-	140,259
Property and equipment – at cost						
Leasehold improvements	5,506,011	-	5,506,011	5,288,594	-	5,288,594
Production equipment	4,651,416	-	4,651,416	4,066,100	-	4,066,100
Furniture and office equipment	262,992	-	262,992	245,067	-	245,067
Vehicles	96,945	-	96,945	96,945	-	96,945
	10,517,364	-	10,517,364	9,696,706	-	9,696,706
Less accumulated depreciation and amortization (note A2)	4,020,834	-	4,020,834	3,364,354	-	3,364,354
	6,496,530	-	6,496,530	6,332,352	-	6,332,352
TOTAL ASSETS	$ 11,147,486	$ 2,987,623	$ 14,135,109	$ 9,730,795	$ 2,358,463	$ 12,089,258
LIABILITIES AND NET ASSETS						
Accounts payable and accrued expenses	$ 373,668	$ -	$ 373,668	$ 197,768	$ -	$ 197,768
Contracts payable	13,759	-	13,759	16,627	-	16,627
Total liabilities	387,427	-	387,427	214,395	-	214,395
Commitments (note C)	-	-	-	-	-	-
Net assets						
Unrestricted	10,760,059	-	10,760,059	9,516,400	-	9,516,400
Temporarily restricted	-	2,987,623	2,987,623	-	2,358,463	2,358,463
TOTAL NET ASSETS	10,760,059	2,987,623	13,747,682	9,516,400	2,358,463	11,874,863
TOTAL LIABILITIES AND NET ASSETS	$ 11,147,486	$ 2,987,623	$ 14,135,109	$ 9,730,795	$ 2,358,463	$ 12,089,258

The accompanying notes are an integral part of these statements.

'Olelo: The Corporation for Community Television

STATEMENTS OF ACTIVITIES

Year ended December 31,

	2000			1999		
	Unrestricted	Temporarily Restricted	Total	Unrestricted	Temporarily Restricted	Total
Revenues and other support						
Franchise fees (note B)	$ 4,012,666	$ 1,383,863	$ 5,396,529	$ 3,667,985	$ 1,719,233	$ 5,387,218
Rental revenue	469,764	-	469,764	480,668	-	480,668
Interest income (note I)	568,892	-	568,892	297,999	-	297,999
Net unrealized gains (losses) on investments (notes A4 and I)	34,856	57,645	92,501	(47,918)	(45,525)	(93,443)
Other	185,715	-	185,715	128,081	-	128,081
Net assets released from restrictions	812,348	(812,348)	-	766,344	(766,344)	-
Total revenues and other support	6,084,241	629,160	6,713,401	5,293,159	907,364	6,200,523
Expenses (note D)						
Program services						
Client services and support	1,580,269	-	1,580,269	1,346,815	-	1,346,815
Contracts awarded (note C)	43,471	-	43,471	56,232	-	56,232
Grants awarded (note C)	1,004,996	-	1,004,996	937,910	-	937,910
Other	46,671	-	46,671	58,760	-	58,760
Management and general						
General and administrative	1,489,512	-	1,489,512	1,260,089	-	1,260,089
Depreciation and amortization	675,663	-	675,663	568,472	-	568,472
Total expenses	4,840,582	-	4,840,582	4,228,278	-	4,228,278
CHANGE IN NET ASSETS	1,243,659	629,160	1,872,819	1,064,881	907,364	1,972,245
Net assets at beginning of year	9,516,400	2,358,463	11,874,863	8,451,519	1,451,099	9,902,618
Net assets at end of year	$ 10,760,059	$ 2,987,623	$ 13,747,682	$ 9,516,400	$ 2,358,463	$ 11,874,863

The accompanying notes are an inegral part of these statements.

'Olelo: The Corporation for Community Television

STATEMENTS OF CASH FLOWS

Year ended December 31,

	2000	1999
Cash flows from operating activities:		
Change in net assets	$ 1,872,819	$ 1,972,245
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	675,663	568,472
Gain on disposal of fixed assets	(27,493)	-
Net unrealized (gains) losses on investments	(92,501)	93,443
(Increase) decrease in accounts receivable	(36,182)	101,030
Decrease in inventory	7,451	3,551
Decrease (increase) in prepaid and other expenses	107,467	(104,148)
Increase in accounts payable and accrued expenses	175,900	12,672
(Decrease) increase in contracts payable	(2,868)	9,627
Revenues restricted for property and equipment	(1,383,863)	(1,719,233)
Net cash provided by operating activities	1,296,393	937,659
Cash flows from investing activities:		
Purchase of equipment and leasehold improvements	(812,348)	(766,344)
Purchase of investments	(1,483,620)	(4,429,199)
Proceeds from sales of investments	2,585,768	186,597
Net cash used in investing activities	289,800	(5,008,946)
Cash flows from financing activities:		
Revenues restricted for property and equipment	1,383,863	1,719,233
Net cash provided by financing activities	1,383,863	1,719,233
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	2,970,056	(2,352,054)
Cash and cash equivalents at beginning of year	1,413,575	3,765,629
Cash and cash equivalents at end of year	$ 4,383,631	$ 1,413,575

The accompanying notes are an integral part of these statements.

'Olelo: The Corporation for Community Television

NOTES TO FINANCIAL STATEMENTS

December 31, 2000 and 1999

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of 'Olelo: The Corporation for Community Television ('Olelo) have been prepared on the accrual basis of accounting. A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

1. Fund Accounting

To ensure observance of limitations and restrictions placed on the use of resources available to 'Olelo, the financial statements of the corporation are prepared in accordance with the principles of fund accounting. This is the procedure by which resources for various purposes are classified for accounting and reporting purposes into funds established according to their nature and purposes.

The assets, liabilities and net assets of 'Olelo are reported by the following funds:

Unrestricted

Unrestricted net assets consist of all resources of the corporation which have not been specifically restricted by an external party.

Temporarily Restricted

Temporarily restricted net assets consist of cash and other assets received with stipulations that limit the use of such assets. When a restriction expires, that is when a stipulated purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Temporarily restricted net assets are restricted for acquisition of property and equipment.

2. Depreciation and Amortization

Depreciation of equipment is provided over the estimated useful lives of the respective assets on a straight-line basis.

Leasehold improvements are amortized over the life of the lease or service life of the improvements, whichever is shorter, on a straight-line basis.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

2. Depreciation and Amortization (continued)

Depreciation and amortization expense is summarized as follows at December 31:

	2000	1999
Leasehold improvements	$140,471	$135,976
Production equipment	493,788	402,352
Furniture and office equipment	35,002	29,008
Vehicles	6,402	1,136
	$675,663	$568,472

3. Inventory

Inventory consists of blank video tapes and is stated at the lower of cost, determined by the first-in, first-out method, or market.

4. Investments

Investments are presented in the financial statements in the aggregate at fair value. Fair values are based on quoted market prices. Investment income is reported as an increase in unrestricted net assets.

5. Use of Estimates

In preparing 'Olelo's financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

6. Cash and Cash Equivalents

For purposes of the statement of cash flows, 'Olelo considers commercial paper and corporate bonds purchased with an original maturity of three months or less to be cash and cash equivalents.

NOTE B - NATURE OF OPERATIONS AND FUNDING

'Olelo is a nonprofit organization formed to manage the public, educational, and governmental access channels on Oahu to be provided by cable television operators. It has been designated as the recipient of certain cable access operating fees and facilities and equipment funding by the State of Hawaii as part of the State's franchise agreement with cable television operators. Access fees are calculated at a percentage of the applicable fees that the cable operator charges and the yearly capital funding is in varying amounts as specified in the respective agreements. In 2000, the franchise agreement was amended to set the access fee at $3.7 million for 2001. In subsequent years, the access fee is the amount paid in the prior year adjusted for the change in the consumer price index or an amount equal to 3% of the cable operator's revenues, whichever is less.

NOTE C - COMMITMENTS

1. In December 1998, 'Olelo entered into an agreement with the Hawaii Educational Networking Consortium (HENC) to manage various educational grants. The amounts awarded are equal to twenty-five percent of the previous year's audited public, education and government (PEG) access fees (excluding capital funds) received from cable television franchisees. The 2001 commitment for these grants amount to approximately $925,000. The term of the agreement is January 1999 through December 2002, subject to annual review by 'Olelo. Payments will be made as directed by HENC. In 2000, the requirement to continue funding HENC was incorporated in the State's franchise agreement with the cable television operator at an amount equal to 25% of the access fees received.

2. 'Olelo conducts its operations primarily from a building located on leased land. The lease, which terminates in October 2044, provides for payment of annual rent of $379,822 through September 30, 2001. The agreement also provides for payment of annual rent of $411,473 for the three-year period ending September 30, 2004 and $443,125 for the four-year period ending September 30, 2008. The rent for the remaining term of the lease shall be determined by mutual agreement. Total rent expense amounted to $398,960 and $397,664 for 2000 and 1999, respectively.

   'Olelo has also entered into several agreements to sublease portions of its property. These agreements terminate at various dates through September 2001. Amounts related to these subleases are recorded in the statement of activities as rental revenue.

NOTE D – FUNCTIONAL ALLOCATION OF EXPENSES

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities.

NOTE E – INCOME TAXES

'Olelo is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, the financial statements do not reflect any provision for federal income taxes.

NOTE F – BUSINESS AND CREDIT CONCENTRATIONS

Financial instruments which potentially subject 'Olelo to concentrations of credit risk consist principally of cash, investments, and accounts receivable.

'Olelo maintains cash balances at a financial institution located in Honolulu, Hawaii. Accounts are insured by the Federal Deposit Insurance Corporation up to $100,000.

Investments of 'Olelo are held by a financial institution located in Honolulu, Hawaii (note I).

Substantially all of 'Olelo's revenues are from access fees from a cable television franchisee on the Island of Oahu, Hawaii. 'Olelo also receives capital support from the franchisee for equipment and property.

NOTE G – PENSION PLAN

'Olelo sponsors a defined contribution pension plan that provides pension benefits to all full-time and certain part-time employees after one year or 1,000 hours of service. The company contributes 4% of the participant's compensation.

Defined contribution pension expense for 2000 and 1999 was $34,421 and $33,984, respectively.

NOTE H – RELATED PARTY TRANSACTIONS

'Olelo's landlord is also a major shareholder of a company which owns the financial institution in which 'Olelo maintains its cash and investment accounts.

NOTE I – INVESTMENTS

Investments are presented in the financial statements at the current market value and are summarized as follows as of December 31,:

	2000		1999	
	Cost	Fair value	Cost	Fair value
Unrestricted	$ 599,249	$ 614,115	$2,304,569	$2,252,922
Temporarily restricted	2,510,680	2,525,397	1,939,165	1,896,237
	$3,109,929	$3,139,512	$4,243,734	$4,149,159

	2000		1999	
	Cost	Fair value	Cost	Fair value
U.S. Government obligations	$1,677,216	$1,695,917	$3,334,153	$3,260,445
Corporate bonds	981,263	983,850	706,576	689,836
Mortgage-backed securities	451,450	459,745	203,005	198,878
	$3,109,929	$3,139,512	$4,243,734	$4,149,159

The following summarizes the investment return and classification in the statement of activities for the year ended December 31,:

	2000	1999
Interest income	$335,124	$162,706
Net unrealized gains (losses)	92,501	(93,443)
	$427,625	$ 69,263

Audited Financial Statement
FY 1999

FINANCIAL STATEMENTS
AND REPORT OF INDEPENDENT
CERTIFIED PUBLIC ACCOUNTANTS

'OLELO: THE CORPORATION FOR
COMMUNITY TELEVISION

December 31, 1999 and 1998

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Accountants and
Management Consultants
Grant Thornton LLP
The US Member Firm of
Grant Thornton International

Grant Thornton

Report of Independent Certified Public Accountants

Board of Directors
'Olelo: The Corporation for Community Television

We have audited the accompanying statements of financial position of 'Olelo: The Corporation for Community Television (a Hawaii nonprofit corporation) as of December 31, 1999 and 1998 and the related statements of activities, and cash flows for the years then ended. These financial statements are the responsibility of the organization's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of 'Olelo: The Corporation for Community Television, as of December 31, 1999 and 1998, and its activities and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States.

Grant Thornton LLP

Honolulu, Hawaii
May 2, 2000

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Tel: 808 536-0066
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'Olelo: The Corporation for Community Television

STATEMENTS OF FINANCIAL POSITION

December 31,

ASSETS	1999 Unrestricted	1999 Temporarily Restricted	1999 Total	1998 Unrestricted	1998 Temporarily Restricted	1998 Total
Cash and cash equivalents (notes A6 and F)	$ 951,349	$ 462,226	$ 1,413,575	$2,314,528	$1,451,101	$3,765,629
Investments (notes A4, F and I)	2,252,922	1,896,237	4,149,159	–	–	–
Accounts receivable						
Franchisees (notes B and F)	–	–	–	112,695	–	112,695
Other	29,665	–	29,665	18,000	–	18,000
Inventory (note A3)	24,248	–	24,248	27,799	–	27,799
Prepaid expenses and deposits	140,259	–	140,259	36,112	–	36,112
Property and equipment – at cost						
Leasehold improvements	5,288,594	–	5,288,594	5,214,767	–	5,214,767
Production equipment	4,066,100	–	4,066,100	3,449,385	–	3,449,385
Furniture and office equipment	245,067	–	245,067	226,948	–	226,948
Vehicles	96,945	–	96,945	68,225	–	68,225
	9,696,706	–	9,696,706	8,959,325	–	8,959,325
Less accumulated depreciation and amortization (note A2)	3,364,354	–	3,364,354	2,824,846	–	2,824,846
	6,332,352	–	6,332,352	6,134,479	–	6,134,479
TOTAL ASSETS	$9,730,795	$2,358,463	$12,089,258	$8,643,613	$1,451,101	$10,094,714
LIABILITIES AND NET ASSETS						
Accounts payable and accrued expenses	$ 197,768	$ –	$ 197,768	$ 185,096	$ –	$ 185,096
Contracts payable	16,627	–	16,627	7,000	–	7,000
Total liabilities	214,395	–	214,395	192,096	–	192,096
Commitments (note C)	–	–	–	–	–	–
Net assets						
Unrestricted	9,516,400	–	9,516,400	8,451,517	–	8,451,517
Temporarily restricted	–	2,358,463	2,358,463	–	1,451,101	1,451,101
TOTAL NET ASSETS	9,516,400	2,358,463	11,874,863	8,451,517	1,451,101	9,902,618
TOTAL LIABILITIES AND NET ASSETS	$9,730,795	$2,358,463	$12,089,258	$8,643,613	$1,451,101	$10,094,714

The accompanying notes are an integral part of these statements.

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'Olelo: The Corporation for Community Television

STATEMENTS OF CASH FLOWS

Year ended December 31,

	1999	1998
Cash flows from operating activities:		
Change in net assets	$ 1,972,245	$ 819,982
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	568,472	427,200
Net unrealized losses on investments	93,443	-
Equipment included in grants	-	141,370
Decrease in accounts receivable	101,030	79,110
Decrease (increase) in inventory	3,551	(17,817)
Increase in prepaid and other expenses	(104,148)	(2,220)
Increase in accounts payable and accrued expenses	12,672	32,025
Increase in contracts payable	9,627	3,927
Revenues restricted for property and equipment	(1,719,233)	(275,983)
Net cash provided by operating activities	937,659	1,207,594
Cash flows from investing activities:		
Purchase of equipment and leasehold improvements	(766,344)	(1,436,904)
Purchase of investments	(4,429,199)	-
Proceeds from sales of investments	186,597	-
Net cash used in investing activities	(5,008,946)	(1,436,904)
Cash flows from financing activities:		
Revenues restricted for property and equipment	1,719,233	275,983
Net cash provided by financing activities	1,719,233	275,983
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	(2,352,054)	46,673
Cash and cash equivalents at beginning of year	3,765,629	3,718,956
Cash and cash equivalents at end of year	$ 1,413,575	$ 3,765,629

The accompanying notes are an integral part of these statements.

'Olelo: The Corporation for Community Television

NOTES TO FINANCIAL STATEMENTS

December 31, 1999 and 1998

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of 'Olelo: The Corporation for Community Television ('Olelo) have been prepared on the accrual basis of accounting. A summary of the significant accounting policies consistently applied in the preparation of the accompanying financial statements follows.

1. Fund Accounting

To ensure observance of limitations and restrictions placed on the use of resources available to 'Olelo, the financial statements of the corporation are prepared in accordance with the principles of fund accounting. This is the procedure by which resources for various purposes are classified for accounting and reporting purposes into funds established according to their nature and purposes.

The assets, liabilities and net assets of 'Olelo are reported by the following funds:

Unrestricted

Unrestricted net assets consist of all resources of the corporation which have not been specifically restricted by an external party.

Temporarily Restricted

Temporarily restricted net assets consist of cash and other assets received with stipulations that limit the use of such assets. When a restriction expires, that is when a stipulated purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Temporarily restricted net assets are restricted for acquisition of property and equipment.

2. Depreciation and Amortization

Depreciation of equipment is provided over the estimated useful lives of the respective assets on a straight-line basis.

Leasehold improvements are amortized over the life of the lease or service life of the improvements, whichever is shorter, on a straight-line basis.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

2. Depreciation and Amortization (continued)

Depreciation and amortization expense is summarized as follows at December 31:

	1999	1998
Leasehold improvements	$135,976	$133,052
Production equipment	402,352	263,270
Furniture and office equipment	29,008	25,779
Vehicles	1,136	5,099
	$568,472	$427,200

3. Inventory

Inventory consists of blank video tapes and is stated at the lower of cost, determined by the first-in, first-out method, or market.

4. Investments

Investments are presented in the financial statements in the aggregate at fair value. Fair values are based on quoted market prices. Investment income is reported as an increase in unrestricted net assets.

5. Use of Estimates

In preparing 'Olelo's financial statements, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

6. Cash and Cash Equivalents

For purposes of the statement of cash flows, 'Olelo considers commercial paper and corporate bonds purchased with an original maturity of three months or less to be cash and cash equivalents.

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

7. Reclassifications

Certain reclassifications have been made to the 1998 financial statements to conform to the 1999 presentation.

NOTE B - NATURE OF OPERATIONS AND FUNDING

'Olelo is a nonprofit organization formed to manage the public, educational, and governmental access channels on Oahu to be provided by cable television operators. It has been designated as the recipient of certain cable access operating fees and facilities and equipment funding by the State of Hawaii as part of the State's franchise agreement with cable television operators. Access fees are calculated at a percentage of the applicable fees that the cable operator charges and the yearly capital funding is in varying amounts as specified in the respective agreements.

NOTE C - COMMITMENTS

1. In December 1998, 'Olelo entered into an agreement with the Hawaii Educational Networking Consortium (HENC) to manage various educational grants. The amounts awarded are equal to twenty-five percent of the previous year's audited public, education and government (PEG) access fees (excluding capital funds) received from cable television franchisees. The 2000 commitment for these grants amount to approximately $917,000. The term of the agreement is January 1999 through December 2002, subject to annual review by 'Olelo. Payments will be made as directed by HENC.

2. 'Olelo conducts its operations primarily from a building located on leased land. The lease, which terminates in October 2044, provides for payment of annual rent of $379,822 through September 30, 2001. The agreement also provides for payment of annual rent of $411,473 for the three-year period ending September 30, 2004 and $443,125 for the four-year period ending September 30, 2008. The rent for the remaining term of the lease shall be determined by mutual agreement. Total rent expense amounted to $397,664 and $435,566 for 1999 and 1998, respectively.

   'Olelo has also entered into several agreements to sublease portions of its property. These agreements terminate at various dates through September 2001. Amounts related to these subleases are recorded in the statement of activities as rental revenue.

NOTE D - FUNCTIONAL ALLOCATION OF EXPENSES

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities.

NOTE E - INCOME TAXES

'Olelo is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and, therefore, the financial statements do not reflect any provision for federal income taxes.

NOTE F - BUSINESS AND CREDIT CONCENTRATIONS

Financial instruments which potentially subject 'Olelo to concentrations of credit risk consist principally of cash, investments, and accounts receivable.

'Olelo maintains cash balances at a financial institution located in Honolulu, Hawaii. Accounts are insured by the Federal Deposit Insurance Corporation up to $100,000.

Investments of 'Olelo are held by a financial institution located in Honolulu, Hawaii (note I).

Substantially all of 'Olelo's revenues are from access fees from cable television franchisees on the Island of Oahu, Hawaii. 'Olelo also receives capital support from the franchisees for equipment and facilities.

NOTE G - PENSION PLAN

'Olelo sponsors a defined contribution pension plan that provides pension benefits to all full-time and certain part-time employees after one year or 1,000 hours of service. The company contributes 4% of the participant's compensation.

Defined contribution pension expense for 1999 and 1998 was $33,984 and $28,557, respectively.

NOTE H - RELATED PARTY TRANSACTIONS

'Olelo's landlord is also a major shareholder of a company which owns the financial institution in which 'Olelo maintains its cash and investment accounts. One of the members of the Board of Directors, whose term expired December 31, 1999, is an officer of the financial institution.

NOTE I - INVESTMENTS

Investments are presented in the financial statements at the current market value and are summarized as follows as of December 31, 1999:

	Cost	Fair value
Unrestricted	$2,304,569	$2,252,922
Temporarily restricted	1,939,165	1,896,237
	$4,243,734	$4,149,159

	Cost	Fair value
U.S. Government obligations	$3,334,153	$3,260,445
Corporate bonds	706,576	689,836
Mortgage-backed securities	203,005	198,878
	$4,243,734	$4,149,159

The following summarizes the investment return and classification in the statement of activities for the year ended December 31, 1999:

Interest income	$162,706
Net unrealized losses	(93,443)
	$ 69,263

11/12/2009	Extended Service Agreement	622.16	Expense
11/12/2009	Extended Service Agreement	789.69	Expense
11/12/2009	Extended Service Agreement	789.69	Expense
11/12/2009	Extended Service Agreement	789.69	Expense
3/31/2009	Garage door repair	801.04	Expense

EXHIBIT I

9/15/2010	Motor for Garage Rollup Door	837.70	Expense
3/31/2009	LCD Display wiwarranty svc	841.73	Expense
3/31/2009	LCD Display w/warranty svc	841.83	Expense
3/31/2009	LCD Display w/warranty svc	841.83	Expense
3/31/2009	LCD Display w/warranty svc	841.83	Expense
3/31/2009	LCD Display w/warranty svc	841.83	Expense
3/31/2009	LCD Display w/warranty svc	841.83	Expense
3/31/2009	LCD Display w/warranty svc	841.83	Expense
3/31/2009	LCD Display w/warranty svc	841.83	Expense
3/31/2009	LCD Display w/warranty svc	841.83	Expense
3/31/2009	LCD Display w/warranty svc	841.83	Expense
3/31/2009	LCD Display w/warranty svc	841.83	Expense
3/31/2009	LCD Display wiwarranty svc	841.83	Expense
3/31/2009	LCD Display wiwarranty eve	841.83	Expense
3/31/2009	LCD Display w/warranty svc	841.83	Expense
3/31/2009	LCD Display wiwarranty svc	841.83	Expense

10/14/2008	Payroll Software Upgrade v7.5	937.17	Expense
4/7/2007	Roofing Repairs	949.00	Expense
2/6/2010	AC614 backup chemical cleaning	1,085.00	Expense
12/31/2008	Hard Drive Upgrade for FCP WS	1,148.36	Expense
9/13/2010	Plumbing Repair- Bad:flow Main	1,438.97	Expense
9/1/2010	Replacement Server Drive Modul	1,507.85	Expense
5/14/2009	Laptop Service Agreements 2yr	1,583.24	Expense
12/10/2008	Warranty for HP Servers	1,623.28	Expense
4/30/2009	Granicus Server Sery Agreement	1,907.12	Expense
9/7/2010	Replace Fan blades AC1.0	2,293.48	Expense
7/16/2009	Desktop computer warranties (5	2,481.60	Expense
9/23/2008	Desktop Computer Extended War	2,653.75	Expense
2/28/2009	A/C 12 Repair condenser fan	2,933.09	Expense
9/2/2009	Firmware Upgrades for Nebo Sec	3,498.93	Expense
11/16/2009	Repair Mapunaptma front column	4,070.00	Expense
6/30/2009	Warrant) for Storage Server	4,376.12	Expense
1/31/2009	Security Appliance Firmwre Upd	4,398.24	Expense
9/3/2010	Repair to handicap Lift	4,443.25	Expense
9/30/2008	2002 Chevy Astro Van - Brakes	5,419.08	Expense
11/16/2009	Repaint Mapunapuna CMC, etc.	5,555.00	Expense

8/10/2006	Microsoft Software Upgrade	6,211.84	Expense
8/5/2010	Firmware Updte for Scc Applian	6,282.72	Expense
12/30/2007	Traffic Office Improvements	6,924.20	Expense
6/30/2008	Outlook Migration	8,898.24	Expense
11/3/2006	Storage Upgrade for Playback	12,070.55	Expense
1/7/2007	Interior Painting - 2007	19,325.00	Expense
6/22/2010	Edit software update	25,005.24	Expense
7/16/2009	Roofing Waterproof & Rehab	35,302.00	Expense
5/12/2008	Elevator Jack Replacement	44,165.47	Expense
10/30/2008	Playback Automation Upgrade	44,229.32	Expense
12/19/2008	Air Conditioning Upgrades	105,440.08	Expense

Improper Capitalization of Internet Streaming Expenses (2006-2010)

Acquisition Date	Description	Cost
6/2/2006	Streaming & Archiving System	$86,924
4/30/2009	Granicus Server Sery Agreement	$1,907
4/30/2009	Granicus Encodr Sery Agreement	$1,220
4/30/2009	Granicus Encodr Sery Agreement	$1,220
4/30/2009	Granicus Encodr Sery Agreement	$1,220
	Total	**$92,492**

EXHIBIT J

110070410000
LTMAC PROPERTIES LLC

1122 MAPUNAPUNA ST

1 of 2

Commercial

TMK	110070410000
Property Class	Please select the Land Details tab.
Building Number	0001
Improvement Name	OLELO/KODAK CORP.
Identical Units	1
Units	1
Structure Type	COMMERCIAL C-5
Year Built	1971
Effective Year	1973
Gross Building Value	
Description	

Building Sections

Card	Line	Section Number	Level From	Level To	Area	Perimeter	Use Type	Wall Height	Exterior Wall	Frame Type
1	1	1	01	01	8192	394	OFFICES	10	LOW RISE	LOW RISE COMMERCIAL
1	2	1	02	02	8192	394	OFFICES	9	LOW RISE	LOW RISE COMMERCIAL
2	1	1	B1	B1	26775	678	BSMT PARK/STOR	8	NONE	NO COST VALUE
2	2	1	01	01	16928	452	WAREHOUSE	24	MASONRY	MASONRY
2	3	1	E1	E1	6816	171	OFF ENCL WAREHSE	12	NONE	NO COST VALUE
2	4	1	E1	E1	3959	343	OFF ENCL WAREHSE	12	NONE	NO COST VALUE
2	5	2	E1	E1	672	53	OFF ENCL WAREHSE	10	NONE	NO COST VALUE
2	6	1	M1	M1	1327	80	OFF ENCL WAREHSE	8	NONE	NO COST VALUE
2	7	3	E1	E1	100	21	MEZZ OPEN STORAGE	12	NONE	NO COST VALUE

EXHIBIT K

Testimony to DCCA, March 29, 2012
RE: Support for Renewal of 'Olelo contract

My name is Dr. Barbara Polk. I am a retired University of Hawaii administrator, mostly in the community college system, including 9 years as Provost of Leeward Community College. In retirement, I volunteer with several organizations dealing with public policy and good government. My primary contact with 'Olelo has been in taking a production class, working on some PSAs, and attending three or four meetings bringing people together to discuss common concerns, moving toward an 'Olelo program.

I want to speak as an educator about the educational aspects of 'Olelo. As an administrator in the community college system, I sat in on and evaluated numerous classes. As a retiree, I have audited about 30 classes at UH Manoa, always thinking about teaching style and effectiveness. Last year, at Olelo's Palolo Center, I took the basic production course and was most impressed with the quality of the curriculum and the teaching, and with the expertise of the staff who conducted the training. The students came from a variety of backgrounds, most of us with no video experience. The curriculum was structured to lead us gently, but thoroughly, through an understanding of and basic proficiency with all the components of putting a TV program together, including hands-on experience. The staff clearly understood the need to let learners make mistakes, but not so many that we got discouraged. These two 'Olelo staff members were among the most exceptional instructors I have ever encountered, in their presentations, the pacing of the course, and in their sensitivity to the learners. What could have been frustrating was a most enjoyable experience.

I want to congratulate 'Olelo on its response to the burgeoning of the internet by providing on-demand viewing of many of its programs, and by encouraging its producers to publicize their programs through social media, linking to the 'Olelo site or even posting their videos on their own sites after showing on 'Olelo. It is no longer the case that television is the only way that 'Olelo reaches people. I hope to see 'Olelo strengthen publicity about this option in the future.

As an educator and a sociologist, I have often thought about what it takes to build and maintain a sense of community and an understanding of others in a world in which we live in ever larger aggregations of people. I think back more than 50 years when I was a young teenager in a small city with one TV station—before there was much national network programming. The station needed to find things in the community to broadcast. I remember my parents watching city council sessions. In addition, I was on TV three times before I was 16—once with a few classmates and a teacher to talk about a school project, once with the native American dance group of which I was a member, and one summer when the station invited an informal science fiction club I was part of to develop a half hour program on our activities. In many ways, that TV station played a role similar to Olelo's today. Although it was not a public access station, it nevertheless presented a broad range of community programming that helped the people of that city connect with their government, get a glimpse of what was happening in education, and experience a range of community interests and culture.

Over time, that important function of television has been largely lost. Today we have commercial and public TV stations that give us primarily national and network programming. Despite a few locally produced programs on those stations, it is only 'Olelo that provides us with a broad diversity of information, views, cultural events, and governmental programming. It is amazing what 'Olelo has been able to do, despite cuts in funding. I would hope that full funding would be restored to allow equipment upgrades and additional staff to extend its reach. Through public access, 'Olelo provides a voice to those who are not normally represented in the media. Although all are welcome, it is those whose voices are not usually heard who are most likely to come to 'Olelo to speak their piece or share their interests. It is really only 'Olelo that offers us the chance to understand our multi-faceted island, and in doing so, to help us create an island community. For these reasons, I strongly urge that you renew the 'Olelo contract and approve full funding.

Thank you for the opportunity to testify.

Barbara B. Polk, Ph.D.
barbarapolk@hawaiiantel.net

Olelo Testimony on March 29, 2012

Aloha my name is Nina Nguyen Castagnetti, Producer of Vietnamese Today Vision which is also called VN-TV.

In 2012, ‘Ōlelo celebrated 22 years of service and I celebrated 14 years of producing my program: VN-TV.

‘Ōlelo has provided the Vietnamese-American community a life-line to help them adapt to and improve their new lives in America.

Funding this non-profit community television service is absolutely essential to the growth and education of naturalized American citizens.

‘Ōlelo’s PEG programming makes the U.S. Constitution’s First Amendment right to free speech a reality, and not just lip-service.

For this reason, I strongly support ‘Ōlelo’s application and its proposal to eliminate the cap on the amount of money that ‘Ōlelo receives from cable companies.

Remember: ʻŌlelo does not receive a penny from taxpayers. Continuing the cap on funding will deprive many citizens of a learning opportunity, thereby making them less productive and less involved as stakeholders in the Hawaii community.

Community programming is non-commercial speech and we do not have, as of this date, corporate sponsorship.

Please support allowing ʻŌlelo to receive the maximum funding from cable companies permitted by law…

….including Hawaiian Telcom, so that the mission of ʻŌlelo, which is to strengthen island voices and increase community engagement in all activities can be realized through innovative media and the magic of television.

THANK YOU for your support.

My name is Renee Ing and I am an Olelo community producer of the show News&Views.

As you all know, in return for using the airways, the public rights of way owned by the American public,

Oceanic "pays" for profitting from using the public's property by giving 5% of it's profits back

To the public. Olelo received 3% of that "give-back". Oceanic in Hawaii is one of the most profitable in the nation. And with the 3% Olelo receives, Olelo has developed very well in the past two decades.

As Olelo strove to create public access in Hawaii, I have watched Olelo grow from a small organization without a good understanding of the staff's relationship with the community producers,

and minimal training for the community. In my first encounter with Olelo, only two of us who had taken the training passed the test to become producers---and when I told the Trainer that the test had to

more practically reflect the realities of production, he didn't have a clue to what I meant. Today Olelo has grown into an efficiently functioning organization with training for people at all levels. Since Olelo has always focused on being able to give community people a voice in communiy affairs, Olelo has set up several community media studios all over the island, each one having a Mini studio which community producers race to get reservations for to get their information out. Since people aren't likely to go over to Mapunapuna to shoot a show, but are very willing to go into their neighborhood studio, in the last two decades Olelo has done a fantastic job of fulfilling its mission to give the community a voice.

In those same two decades, while comparably Olelo's funding has not grown, Oceanic's revenue stream has increased. Keep in mind Oceanic's additional profits from high speed internet, broadband, digital tv, on-demand and telephone services---these profits are not used to compute Olelo's 3% share. Oceanic does Hawaii a great service---with our mountainous topography. When we first began with Olelo, it was disconcerting to be called by name by strangers on the Windward side---since having cable makes it possible for them to receive tv services, and they watched the show. And then HD came along. But during these two decades, Olelo's share of Oceanic's profits was dropped from 3% to 2.25%---even as Olelo expanded out to reach to all parts of the island, enabling us all to share our mana'o.

Public access was created to level the playing field for the ordinary citizen in a democratic country where, for instance here in Hawaii, Hawaii news media is dominated by corporate media. Hawaii needs Olelo and public access for us all to really know what's going on---about Rail, about the environment, food security, Hawaiian issues, the prisons, healthcare, and many other issues. To do this effectively, Olelo needs to get back it's 3% share of the profits that Oceanic should to giving.

And Olelo needs the full 3% also to adequately pay---and therefore be able to keep---it's many great, patient, knowledga ble staff, who have not had a raise in four years. But Olelo's equipment is outdated and needs to be replaced. Oceanic should be required to pay for all necessary up grades. And further, as a company that makes huge profits by using the public's right-of-ways---the airways---Oceanic, with it's large broadband network, should provide Hawaii's people with the ability to teleconference between islands to eliminate the need for costly interisland travel for meetings, etc. And Oceanic should provide broadband to Hawaii's public schools "at cost" to help Hawaii's keiki compete in our technological world. By doing the right thing, Oceanic can help Hawaii move confidently through the 21st century.

I'd like to end with an aside, by saying that if Oceanic gives broadband capability to the DOE at cost, then the DOE would able to implement a program that Uganda and Uraguay have, called "one laptop per child".

In doing so, Hawaii could, in Governor Abercrombie's words, "initiate a 'one-to-one' laptop program for Hawaii's public schools to provide laptops for every student...crucial in ensuring Hawaii's global connectivity and technological advancement."

Aloha Kakou & Chairperson Ke'ali'I Lopez 29 March 2012

O wau o A'oPohakuku Rodenhurst. I am the Kaula (prophet) of the Spiritual Nation of Ku: Hui Ea/ Council of Sovereigns. I am the Kahu (minister) of Na Ho'omana Hoike'ana (Church of Divine Revelation). I am the President of the Coalition of Peoples Against Police Brutalities and Abuses. I am also an Executive Producer with Olelo.

For the past 22 years, I produced my show called "A'oPohakuku Speaks." I began this program when officers of the Honolulu Police Department brutalized my sons. It was also a time when police brutalities were rampant in Hawaii. These incidents created a fear that struck the heart of the community, and left the community defenseless. The community didn't have an avenue to speak out against the corruption, abuses, and fornication of these public servants who swore an oath to "protect and serve" this same community. Instead, they terrorized communities, destroyed families, violated their oaths, and hid behind the "Wall of Blue." For these reasons, I organized the Coalition of Peoples Against Police Brutalities and Abuses and, I monitored the acts of terrorism against the community. And through Olelo Public Access Television, I was able to educate the community and fight back against these injustices, and more.

I educated our community of their rights to due process, how to file claims against HPD, why they should attend the Police Commission Meetings, and how to hold each and every one of them accountable. I helped the community to empower themselves by educating them of their constitutional freedoms, thus extinguishing their fears of repercussions or retaliations when they voiced their mana'o of any issue or concern. I reminded our community of their rights to speak freely and act as free people without fear of being censored.

Now the issue at hand is, should Olelo be awarded a renewal of their contract? The answer is simple, YES! Should the "give back" to the community "cap" of 3% be removed? YES! Should this community "give back" be increased to 20%? YES!

Public Access Television provides a venue for all the people of Hawaii Nei to reach out into other communities to share their interests. As an Executive Producer, and strong supporter of Olelo's Media Community, I have some recommendations:

1. More stations for free access,
2. A station designated for Religion, Churches, or religious issues,
3. A station designated for International programs to support our international communities,

4. A station designated for seasonal political campaigning or state sessions,
5. Release the cap of 3% and increase the "give back" to 20%,
6. Pay for new upgrade of computers, and office equipment needed for the community media centers,
7. Pay the employees and volunteers for a magnificent job in providing organized services,
8. Implement a contract for a longer time frame.

In closing, Time Warner Cable has 85% market share in our islands, and Hawaii is one of their most profitable markets in the nation. If TWC refuses to provide more for Hawaii and the communities that sustain them, then Hawaii and our communities should find another provider who will truly "give back" to the community. We should not have to beg for support, tolerate their supreme racist dictatorship, or suffer at the hands of greedy corporate Money Baggers. The same crooks who manipulates the community by falsely promoting their products, and intent by using our language, and our culture, and in the same breath, abuses this same community.

If the DCCA is assuming the role as mediator or regulator, they it should be fair across the board. If Olelo Community Media needs to goes through extensive reporting, and auditing to account for how they spend their money, then the DCCA must require the Hawaii Education Network Consortium (HENC) to be accountable for how they are spending their money too. The Olelo Media Community should not have to come before this committee every few years to beg for their contract renewal.

No Aloha to this foreign corporation that is really Carpet Baggers – disguised as great freedom providers.

No Aloha for this Greedy Racist Corporation



Mrs. AloPohakuku Rodenhurst
Kaula, Spiritual Nation of Ku/
Hui Ea: Council of Sovereigns
(808) 393-1100

I am writing in support of the "Olelo Project" here on the Waianae Coast that has recently been up for renewal in their contract.

I further support their continued community service and also the technical support and expansion in the Waianae Coast.

In the community service they have afforded me the privilege of conducting my MDA (Muscular Dystrophy Association) Telethon event here at the Waianae Shopping Center.

I am also involved, with the Olelo service in the following programs: The HPD (Honolulu Police Department) District 8 Kapolei "Live & Let Live - Don't Drink & Drive," a public awareness to driving safely and with Aloha.

Another event is the annual WMCAC (Waianae Military Civilian Advisory Council) parade and ho'olaule'a.

Mahalo a nui loa,
Thank you very much
"Aunty Bella" Colmatica

Date: March 24, 2012

TO: Donn Yabusaki,
Cable Administrator
Department of Commerce and Consumer Affairs
State of Hawaii

FR: John (Jack) Bates
1459 Kalanikai Place
Honolulu, HI 96821

RE: **Testimony in support 'Olelo Community Televisions application to provide PEG Access Services related to State of Hawaii D&O No. 346**

After my retirement as Chairman/CEO of Starr Seigle Communications in Honolulu, I joined 'Olelo to assist with marketing and communications. Frankly, I knew very little about 'Olelo other than that they provided access to television at no charge to residents of 'Oahu so community members, who wished to speak out on local issues could do so. Upon joining 'Olelo what I found was far more than that and was a real "wake up" call.

One of my first activities was to go out into 'Olelo's neighborhood Community Media Centers (CMC) spread across O'ahu, a concept created by 'Olelo and since adapted by many PEG operators around the country. What I found was amazing. Each neighborhood CMC was located within a public school, providing a partnership which not only provides community access to the training and equipment, but also provides access to badly needed video equipment and training support for the student video programs at the schools, all at no charge. This is a concept not mandated by the DCCA, but a very clear demonstration that 'Olelo, its management and its staff were committed far beyond what their contract called for. If there is any doubt about the value of 'Olelo, one should just go out and speak with the teachers and students involved in our partner schools. I would challenge anyone with questions about 'Olelo to do so and I promise they will come back feeling wonderful about our future generation of young people and the importance of communication in their lives.

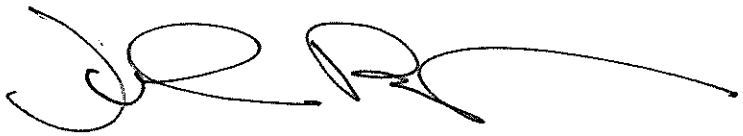
I also went out and interviewed a couple dozen clients to better understand their motivation and get a feeling for how important 'Olelo really was. Up until then, I must admit my impression of 'Olelo was that it represented a lot of angry people or conspiracy advocates and believed they were the core clients of 'Olelo. While every element in society is entitled to access, what I found was the vast majority of 'Olelo clients were dedicated to the betterment of our island community. Producers who produce out of their own pocket, shows that provide information, cultural diversity and entertainment that affect many of our residents positively every day.

I could go on and on particularly about the dedicated, talented and underpaid staff who went without raises for years, not because they couldn't find better paying jobs elsewhere, but rather because, they believe in the cause. With the CAP implemented by the DCCA, the staff was reduced, salaries frozen, but services were maintained, because they are needed. And, this is not just a management belief, but a belief of every employee who works there.

This meeting is not about 'Olelo getting just receiving the contract, but also restoring 'Olelo's funding to the 3% the community is entitled and was intended to receive. Yes , the CAP affects 'Olelo, but the real impact is on the community. The community is the looser. It's money needed to expand 'Olelo's accessibility to other areas on the island, expansion of government services, service to non-profits, schools, etc. Free Speech isn't free, it's costly, but now more than ever, providing the community access to media is critical in today's electronic age to insure the community's voice is heard.

'Olelo has been recognized as one of the most successful PEG operators in the country, both nationally and locally. Much of the credit must go to its founding members, including our own Governor Neil Abercrombie. It was their foresight that kept PEG together (Public, Education, Government), recognizing that by doing so they would be investing in services rather than three separate infrastructures. That decision along with visionary leadership has created arguably the finest PEG operation in the country, one that can continue to pioneer or can retract. All 'Olelo is asking for is the franchise and the 3% that is collected and which it is entitled to receive, not for itself, but for the community.

Do we go forward or backward? The decision is yours.



Scott K.Wong
3913 Kaimuki Ave.
Honolulu, Hi 96816
808-450-4244

Date: March 28, 2012

Re: Ōlelo's application to continue providing PEG Access services

DCCA Director Keali'i Lopez,

I am writing to you as a Film and Television Technician, a Producer and an advocate of Father's Rights. Olelo is important for me because of many reasons.

- It's provides a voice for the people of the community.
- It' provides a center for learning and education in the Audio and Video industry.
- It's also a source to view local community programming about Hawaii's Cultural programs and Legislative activity.

I personally have enjoyed the education I received from the Olelo Staff and the assistance they continue to give me in support of my television programs and my volunteerism in the various communities that request for me to assist in getting their event on TV.

Olelo has allowed me to see the current issues in the community that I would not normally get to see or hear about. If not for Olelo I would not be able to participate with Hawaiian Cultural Events, Vietnamese Karaoke, Free Appropriate Public Education, Veterans Issues, Forgiveness Day, Peace Day, O'o Awards, The Governor's Bill Signings at Washington Place and Multiple interviews with Political Candidates who come to Olelo to get their message out to the People.

I hope that in the near future Olelo can provide services that record in HD Format and broadcast on HD channels, to be able to provide community education for Kupuna in the area of basic computer skills and education for advanced training in new technologies such as DSLR Camera's, Smart Phones and IPods which I know many people are still trying to figure out all the bells and whistles to their phone…

DCCA should renew the contract because Olelo is an essential part of the Community for having a voice, entertainment, educational and informational needs. And that Olelo has proven for 23 years that they are the best choice for providing PEG access and has done it in a fair and responsible manner…

Sincerely,

Scott K. Wong
Producer / Activist

Date	Production	Location	Type
1/22/2010	Fathers Have Rights too...	Onsite	PSA
2/20/2010	Micro Finance Conference	Tokai University	Conference
3/5/2010	Backyard Days	Studio	Surf Film
3/12/2010	Fitness For the Community	Palolo Mini Studio	Community Info
4/2/2010	Malama Haloa (Mahina & Water)	UH Hawaiian Cultural Center	Conference
4/2/2010	Malama Haloa (Friday)	UH Hawaiian Cultural Center	Conference
4/3/2010	Shoot with Tom and Molesi?	UH Hawaiian Cultural Center	Conference
4/3/2010	Malama Haloa (Saturday)	UH Hawaiian Cultural Center	Conference
4/9/2010	Ray vs. Rail	Palolo Mini Studio	PSA
4/14/2010	SHPD Community Forum	Wilson Intermediate	Community Forum
5/18/2010	FAPE Now	Mapunapuna Studio	Live Show
5/23/2010	Leo Hura	Palolo Mini Studio	Informational
5/24/2010	Unsung Heroes; EP 37	Palolo Mini Studio	Community Show
5/24/2010	Unsung Heroes; EP 38	Palolo Mini Studio	Community Show
5/26/2010	Mana Maoli Collective 2010	Fresh Café	Benefit Concert
6/12/2010	Surfahnui (Family Documentry)	Laie	Documentry
6/13/2010	Surfahnui (Family Documentry)	Kaimuki	Documentry
6/18/2010	Rick Bayonas Domestic Violence	Paul Mitchell/Diamond Head	PSA
6/18/2010	FAPE Now	Mapunapuna Studio	Live Show
6/22/2010	Ali'I Surfboards	Bishop Museum	Movie
6/25/2010	Access To Justice	UH Richardson Law School	Symposium
6/26/2010	If not now, When?	Bishop Museum	Benefit Concert
7/1/2010	Blood Quantum	Palolo Mini Studio	Edit
7/1/2010	Fat Freddy's Drop	Pipeline Café	Benefit Concert
7/7/2010	Leo Hura	Palolo Mini Studio	Informational
7/8/2010	Lyla Berg; Issues that matter	Palolo Mini Studio	Community
7/8/2010	Veterans Talk	Mapunapuna Studio	Community
7/13/2010	Medical Cannibis	Blaisdell Suite	State
7/17/2010	LGBT Symposium	UH Hawaiian Cultural Center	Confernce
7/19/2010	Set Free Hawaii	Palolo Mini Studio	Live Show
7/21/2010	Leo Hura	Palolo Mini Studio	Informational
7/22/2010	Skippy Ioane; Manao to the Music	Palolo Mini Studio	Educational
7/23/2010	Hawaii BOA Fashion Show	Japanese Chamber of Commerce	Fashion Show
7/26/2010	If not now, When?	Bishop Museum	Community
7/27/2010	LGBT Bible Verses	Church of the Crossroads	Community
7/28/2010	If not now, When?	Home	Benefit Concert
7/29/2010	Ali'i Surfers	Waikiki Beach	Docu Drama
7/31/2010	La Ho'I Ho'I Ea	Thomas Square	Community
8/1/2010	Forgiveness Day	UH Shidler Business Center	Community
8/13/2010	Manoa Valley Lo'I Restoration	Lyon's Arboretum	Educational
8/13/2010	Hawaii Nei Haka Competition	Polynesian Cultural Center	Live Show
8/14/2010	Hawaii Nei Haka Competition	Polynesian Cultural Center	Live Show
8/24/2010	Abercrombie Summer Bash	Blaisdell Exhibition	Benefit Concert
9/4/2010	Mai Poina Rehearsal Saturday	Iolani Palace	Live Show
9/5/2010	Mai Poina Shoot Day Sunday	Iolani Palace	Live Show
9/5/2010	Onipa'a Sunday	Iolani Palace	Live show
9/6/2010	Kawainui Marsh	Kawainui Marsh	Documentry
9/7/2010	HOSW Tuesday	Convention Center	Conference
9/8/2010	HOSW Wednesday	Convention Center	Conference
9/9/2010	HOSW Thursday	Convention Center	Conference
9/9/2010	Mai Poina Shoot Day Thursday	Iolani Palace	Live Show

9/9/2010	St Francis/Sean Tiwanak	Palolo Mini Studio	Community
9/10/2010	Kings Of Spade	The Venue	Live Show
9/12/2010	Akaka Bill Ken Conklin	Church of the Crossroads	Informational
9/12/2010	Veterans Talk	Mapunapuna Studio	Community
9/14/2010	Ali'I Surfers	La Pietra	Docu Drama
9/16/2010	Ali'I Surfers	Kaiser Bowl/Ilikai	Docu Drama
9/18/2010	Jon Osorio Folk Concert	Calvary bythe Sea	Live Show
9/19/2010	Akaka Bill Esther Kiaaina	Church of the Crossroads	Community
9/21/2010	Peace Day	UH Manoa Ball Room	Community
9/24/2010	FAPE Now	Mapunapuna Studio	Live Show
9/26/2010	Akaka Bill Kekuni and Dexter	Church of the Crossroads	Informational
10/1/2010	First Friday	Mapunapuna Studio	Cultural News
10/10/2010	Veterans Talk	Mapunapuna Studio	Community
10/15/2010	David Lee Farewell	The Venue	Comedy Live
10/26/2010	Resolving Conflict via Mediation	Plaza Club	Conference
11/4/2010	Watada Lecture Waianae	Field Tripo Waianae	Symposium
11/5/2010	Watada Lecture Diet for a Small Island	Church of the Crossroads	Lecture
11/6/2010	Watada Lecture Diet for a Small Island	Church of the Crossroads	Panel Discussion
11/6/2010	Watada Lecture Diet for a Small Island	Church of the Crossroads	Farm and Fish Pond
11/6/2010	Kickboxing tournament	Waipahu Filcomm	Sports Event
11/11/2010	World Hula Invitational 2010	Waikiki Shell	Community
11/13/2010	World Hula Invitational 2010	Waikiki Shell	Community
11/14/2010	Veterans Talk	Mapunapuna Studio	Community
11/15/2010	Be Map Xuan Mai	Mapunapuna Studio	Karaoke
11/21/2010	Be Map Xuan Mai	Mapunapuna Studio	Karaoke
11/29/2010	Be Map Xuan Mai	Mapunapuna Studio	Karaoke
12/3/2010	MMA Hawaii (Shootw/Justin)	Waipahu Filcomm	Sports Event
12/10/2010	La Ho'i Ho'I Ea (Edit)		Community
12/14/2010	Mai Poina (Edit)		Live Show

JANUARY-DECEMBER 2011

1/11/2011	Making Waves	Palolo Mini Studio	Native	1
1/12/2011	Lacchu?	Palolo Mini Studio	Community	1
1/17/2011	MLK Peace Award	Church of the Crossroads	Community	3
1/18/2011	Vigilence; Pono Show	Palolo Mini Studio	Native Issues	1
1/20/2011	Political Mike	Palolo Mini Studio	Government issues	
1/23/2011	Be Map Xuan Mai	Mapunapuna Studio	Community	2
1/24/2011	Be Map Xuan Mai	Mapunapuna Studio	Community	2
1/28/2011	FAPE Now	Mapunapuna Studio	Community	3
2/4/2011	First Friday	Mapunapuna Studio	Native	3
2/13/2011	Veterans Talk	Mapunapuna Studio	Veterans	3
3/1/2011	Restless Natives Shoot	Palolo Mini Studio	Community	1
3/5/2011	Pirates of Penzance	Kaimuki High School	Community	3
3/6/2011	Be Map Xuan Mai	Mapunapuna Studio	Karaoke	3
3/7/2011	Be Map Xuan Mai	Mapunapuna Studio	Karaoke	3
3/8/2011	Leo Hura	Palolo Mini Studio	Mediation	2
3/9/2011	Samoan Show	Mapunapuna Studio	Community	3
3/13/2011	Veterans Talk	Mapunapuna Studio	Veterans	2
3/14/2011	Governors Shoot LGBT	Washington Place	State Issues	4
3/17/2011	FAPE Now	Mapunapuna Studio	Live Show	6
3/18/2011	Restless Natives Shoot	Kaena Point	Community	5
3/23/2011	Restless Natives Shoot	Palolo Mini Studio	Community	3
4/3/2011	Be Map Xuan Mai	Mapunapuna Studio	Cultural	4
4/4/2011	Be Map Xuan Mai	Mapunapuna Studio	Cultural	4
4/7/2011	O'o Awards	Hilton Hawaiian	Community	4
4/101/2011	Veterans Talk	Mapunapuna Studio	Veterans	3
4/13/2011	FAPE Now	Palolo Mini Studio	Community	3
4/25/2011	Pacific Daydreams	Mapunapuna Studio	Arts & Entertainment	3
4/30/2011	Be Map Xuan Mai	Mapunapuna Studio	Cultural	4
5/1/2011	Be Map Xuan Mai	Mapunapuna Studio	Cultural	4
5/10/2011	Restless Natives Shoot	Palolo Mini Studio	Cultural	1
5/12/2011	Restless Natives Shoot	Palolo Mini Studio	Cultural	1
5/14/2011	Hawaii Bookand Music Festival	City Hall	Community	2
5/15/2011	Hawaii Bookand Music Festival	City Hall	Community	2
5/29/2011	Natatorium Celebration	Waikiki Natatorium	Community	2
6/1/2011	Restless Natives Shoot	Palolo Mini Studio	Cultural	1
6/8/2011	Restless Natives Shoot	Palolo Mini Studio	Cultural	1
6/12/2011	Flag Day Shoot	USS Missouri	Community	4
7/10/2011	Mai Concert Chinatown	Golden Dragon	Cultural	4
7/22/2011	FAPE Now	Mapunapuna Studio	Issues	5
7/31/2011	La Ho'iho'I Ea	Thomas Square	Cultural	3
8/5/2011	First Friday	Mapunapuna Studio	Hawaiian Issues	3
8/14/2011	Surfahnui Production	Uncle Chuck's Home	Documentary	2
8/15/2011	Past, Present, Future Days	Mapunapuna Studio	Live Show	
8/16/2011	Past, Present, Future Days	Mapunapuna Studio	Live Show	
8/17/2011	Past, Present, Future Days	Mapunapuna Studio	Live Show	
8/18/2011	Past, Present, Future Days	Mapunapuna Studio	Live Show	
8/20/2011	Miss Chinatown	Hawaii Theater	Live Show	8
8/26/2011	FAPE Now	Mapunapuna Studio	Live Show	5
8/27/2011	Restless Natives Shoot	Palolo Mini Studio	Native Issues	1

9/1/2011	Lo'I Restoration Pearl City	Pearl City	Native Issues	2
9/2/2011	First Friday	Mapunapuna Studio	Hawaiian Issues	3
9/8/2011	Past, Present, Future Days	Mapunapuna Studio	Live Show	
9/9/2011	Past, Present, Future Days	Mapunapuna Studio	Live Show	
9/10/2011	Past, Present, Future Days	Mapunapuna Studio	Live Show	
9/14/2011	GMO Event Aiea	Aiea	Issues	3
9/15/2011	Foreclosure Seminar	Waikiki Marriot	Issues	3
9/16/2011	Past, Present, Future Days	Mapunapuna Studio	Live Show	
9/19/2011	Past, Present, Future Days	Mapunapuna Studio	Live Show	
9/20/2011	Past, Present, Future Days	Mapunapuna Studio	Live Show	
9/21/2011	Pacific Daydreams	Mapunapuna Studio	Live Show	
9/22/2011	FAPE Now	Mapunapuna Studio	Setup	6
9/23/2011	FAPE Now	Mapunapuna Studio	Live Show	5
9/24/2011	Aloha Fest Parade	Ala Moana Park	Community	4
10/2/2011	Rudy's Show	Mapunapuna Studio	Cultural	3
10/3/2011	Be Map Xuan Mai	Mapunapuna Studio	Cultural	3
10/4/2011	Be Map Xuan Mai	Mapunapuna Studio	Cultural	3
10/5/2011	Maunalua Bay Briefing	Hawaii Kai NOAA	Issues	2
10/6/2011	Past, Present, Future Days	Palolo Mini Studio	Cultural	2
10/7/2011	First Friday	Mapunapuna Studio	Cultural	4
10/9/2011	Veterans Talk	Mapunapuna Studio	Educational	3
10/14/2011	Save our Farmland	Ho'opili Project	PSA	3
10/16/2011	Surfahnui Production	Tree tops Restaurant	Cultural	3
10/20/2011	Surfahnui Production	Rocky Point	Sports	3
10/21/2011	Creatinga Safety Net for LGBT Youth	JCC	Community	2
10/22/2011	Be Map Xuan Mai	Mapunapuna Studio	Cultural	3
10/23/2011	Be Map Xuan Mai	Mapunapuna Studio	Cultural	3
10/24/2011	Pacific Daydreams	Mapunapuna Studio	Cultural	3
10/25/2011	Makana Shoot	The Venue	Music	3
10/26/2011	ACLU; Potog Rights	Palolo Cafeteria	Community	1
10/28/2011	FAPE Now	Mapunapuna Studio	Live Show	5
10/29/2011	Puss & Boots	Kaimuki High School	Live Show	2
11/2/2011	Past, Present, Future Days	Palolo Mini Studio	Live Show	1
11/3/2011	Yes Men	Art at marks Garage	Community	2
11/9/2011	Moana Nui Conference	Calvary By the Sea	Anti APEC	2
11/10/2011	Moana Nui Conference	Church of the Crossroads	Anti APEC	3
11/11/2011	Moana Nui Conference	UH Hawaiian Studies Center	Anti APEC	4
11/12/2011	Life For Kea	Aloha Tower	Benefit Concert	1
11/20/2011	Palama Settlement	Palama Settlement	Community	2

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 22 P 3:19

A___E___P___S___

FILE___

HINA MAUKA

DCCA Director Keali'i Lopez
Deputy Director Jo Ann Uchida
Cable Administrator Donn Yabusaki
Cable Television Division
Department of Commerce and Consumer Affairs
P.O. Box 541
Honolulu, Hawaii 96809
Via email: cabletv@dcca.hawaii.gov

March 19, 2012

Re: Application to Provide PEG Access Services Related to State of Hawai'i D&O No. 346

What makes our democracy the most relevant in the world and give us hope that we can achieve greatness someday is our right to free speech. The heart and soul of free speech is when community can talk story with community in a way that is unadulterated, unedited.

Olelo is the means for community expression in which our voice can be spoken truly and then listened to directly. It's not about whether we can be more efficient or restrictive. It's about allowing our community to exercise their free speech and preserving that right for future generations. Over time, the expression of this right is our greatest hope for pono, the righteousness of the people and our land.

Olelo, a non-profit that is not subject to various pervasive influences, is the best vehicle for the people to preserve our most important right, free speech.

We support that Olelo's budget the has necessary resources to continue in their role to support our community rights.

We appreciate the opportunity to provide testimony.

Alan Johnson, CEO, Hina Mauka

"Dorothee Blotzke"
<dsblotzke@hinamauka.org>
03/22/2012 09:55 AM

To <cabletv@dcca.hawaii.gov>,
cc
bcc
Subject FW: Olelo Testimony to DCCA

1 attachment

Olelo PEG to DCCA Director Keali.pdf

Aloha,

Please see attached testimony from Alan Johson, CEO.

Thank you,

Dorothee S. Blotzke
Executive Assistant

Hina Mauka
www.hinamauka.org
45-845 Po'okela Street, Kaneohe, HI 96744
Phone 808-236-2600 ext. 228

"Lily Cabinatan"
<Cabinatad001@hawaii.rr.com>

03/21/2012 06:31 AM

To <cabletv@dcca.hawaii.gov>,
cc
bcc
Subject "RE: Application to Provide PEG Access Services Related to State of Hawai'i D&O No. 346".

"RE: Application to Provide PEG Access Services Related to State of Hawai'i D&O No. 346".

My name is Lily Cabinatan and I am a retired administrator with the Hawaii Department of Education. I have a 3 acre mango and lemon & fruit orchard in Maili.

I have taught at Nanakuli High School for 16 years before becoming an administrator. I graduated from Waianae High School. I still live in Waianae and we have many health, community issues here on the coast.

Olelo has been very instrumental in helping me and the rest of our community improve our living, lifestyle conditions. Being able to showcase the many great & terrible things that are happening here in Waianae has helped us to make improvements to our community.

Please I implore you to allow Olelo to continue here on the coast. Our lives and well being depend on it.

Mahalo, Lily Cabinatan
808-372-5952
www.nsinsider.com
www.nsoverview.com

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 MAR 22 A 8:36
A E P S
FILE



david Oclinaria
<david.oclinaria@yahoo.com>

03/21/2012 06:47 PM

Please respond to
david Oclinaria
<david.oclinaria@yahoo.com>

To "cabletv@dcca.hawaii.gov" <cabletv@dcca.hawaii.gov>,
cc
bcc
Subject

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 22 A 7:53

A___E___P___S___

FILE

DCCA Director Keali'i Lopez
Deputy Director Jo Ann Uchida
Cable Administrator Donn Yabusaki
Cable Television Division
Department of Commerce and Consumer Affairs
P.O. Box 541
Honolulu, Hawaii 96809

Aloha,

My name is David K. Oclinaria, I have been a volunteer with the Wai'anae 'Olelo media center for well over 6 years. 'Olelo has changed my outlook and my involvement with my community, it has allowed me to help those individuals who would otherwise be still trying to get their word or cause to be noticed or heard. And it has allowed me to create through video and pictures, my take on this world. Too me, video and photography is art, and 'Olelo has given me a place to create my art, and to showcase it, and my thoughts, to the world. So I am writing to you the DCCA, to help me make sure that 'Olelo will still be
an integral part of my work and of my community, and if you could, if it's in your power, lift the "cap" that is placed on 'Olelo in regards as to how much money it can receive. Your help in this matter is greatly appreciated. If there is a need to contact me, my address and phone number is:

David K. Oclinaria
P.O. Box 1607
Wai'anae, Hawai'i 96792
ph. # 808-953-8122
And you may also find me at the Wai'anae 'Olelo media center Mon.-Thurs. 3pm-8pm. The ph. # is: 808-696-1003. Doing volunteer work.

Of course you know that 'Olelo has been providing it's service since 1989, and we want them to continue that service. We also need Cable television to be included in our media center in Wai'anae, internet connectivity to be both improved and increased at all CMC's, video content formatted for personal electronic devices, community outreach and volunteer engagement, closed captioning capabilities and training made available, web based training, live broadcasting from our media centers, HD Technology, social network sites made available to clients, current technology made available to borrow from our media centers, video on demand, live origination infrastructure development, remote interaction with 'Olelo for clients, in house production team, city grants, channel management, c-span Hawai'i, Wai'anae channel, and that is some of the things that we hope 'Olelo will provide for us on a regular basis. And hopefully a lot more, once the "cap" is removed from 'Olelo.

Aloha, Respectfully yours, David K. Oclinaria. Mahalo A Nui Loa, A Hui Hou.

Kellen Smith
<kellensmith@placeshawaii.org>
03/22/2012 12:08 PM

To cabletv@dcca.hawaii.gov,
cc
bcc
Subject RE: Application to Provide PEG Access Services Related to State of Hawai'i D&O No. 346".

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 MAR 22 P 3:19
A E P S
FILE

Aloha,

I would like to provide testimony for the impact of Waianae's Olelo program in our community. My name is Kellen Smith, and I have worked with Olelo through coordinating Waianae's first ever robotics tournament. Last November, six elementary school teams from the Waianae Coast competed against one another at Waianae High School for a shot at the state championship later on at the Blaisdell. Olelo provided training for a crew of elementary students to document the event for broadcasting on television. The students learned how to use the cameras, conduct interviews and even switch from one camera to another. The event was very exciting for our community, which had a turn out of over 100 people. The presence of Olelo provided the tone for a more competitive atmosphere, and the kids took the event more seriously than they would have without it being filmed by them.

One 6th grade student named Methodist was very nervous doing the interviews the day of the event. It was cute seeing him with his headset on stumbling over his words because of how anxious he was about documenting the event.

I was impressed with the staff's willingness to work with our students and the positive relationships that were built between the students and staff during the training leading up to the event. I look forward to partnering with Olelo again next year when we hold the 2nd annual Waianae District FLL Robotics Tournament. These kinds of experiences are memories they will never forget and would not have been able to have experienced without the presence of Olelo in our community.

Thank you for taking the time to let me share about the impact of Olelo in the community of Waianae.

Kellen Smith

--

UH-PLACES Coordinator
Student Equity, Excellence & Diversity
University of Hawai`i at Manoa
Queen Lili`uokalani Center for Student Services 413
2600 Campus Road
Honolulu, Hawai`i 96822

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 MAR 23 A 10:36
A E P S
FILE



"Donald - Hotmail" <donaldhutton@hotmail.com>
03/23/2012 12:07 AM

To <cabletv@dcca.hawaii.gov>,
cc "OLELO - Gregg Davis" <gdavis@olelo.org>, "OLELO - Evern Williams" <ewilliams@olelo.org>, "OLELO - Sparky" <sparkyrodrigues@gmail.com>
bcc
Subject 5pam:Request to grant an increase in Olelo funding

Aloha DCCA,

I have been an Olelo producer for over 10 years and submitted and/or edited over 200 Olelo programs both as series and specials. I appreciate the great staff and state-of-the-art equipment at Olelo.

My previous Access TV experience was in Phoenix, Arizona and their Public and Education Access TV service has since been discontinued. Wikipedia http://en.wikipedia.org/wiki/List_of_public-access_TV_stations_in_the_United_States_(Alaska-Connecticut) states that they now only have 2 Government ACCESS TV channels 11 phx11 & 99 know99.

I feel it is imperative that Olelo funding be increased to continue to provide the excellent service Oahu has come to enjoy. Please consider approval of whatever measures necessary to grant their request for adequate funding.

Mahalo,

Don Hutton

218-1172

WAIANAE COAST
COMPREHENSIVE
HEALTH CENTER
www.wcchc.com

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 23 P 2:16

A___E___P___S___

FILE___

March 23, 2012

RE: **Application to Provide PEG Access Services Related to State of Hawaii D & O No. 346**

The Waianae Coast Comprehensive Health Center (WCCHC) uses our community as a guide. Our Board of Directors is from the community, 80% of our Staff of 500 is from the community, and our Health Care and Training Programs are focused on benefitting the community. We feel that 'Olelo has the same respect and sensitivity for the community.

'Olelo has benefitted the Waianae Coast community by providing technical assistance, videography classes and assistance with recording significant events. Through this help we have been able to create:

- 2011 A.T. Stills School of Osteopathic Medicine @ Waianae Community Campus Graduation Video (3 minutes)
- February 2012; WCCHC Emergency Room Commercial (30 secs)
- 2012 A.T. Stills School of Oseopathic Medicine @ Waianae Community Campus Graduation Video (3 minutes)

We have had 3 of our staff trained in using the Video Camera. Being able to have people in-house that can film and edit is invaluable. This allows WCCHC as an organization to take on more media related projects.

From a physician and former Medical Director, I can tell you it has been a pleasure working with the 'Olelo staff. They are always available when needed. And their skill and experience is always helpful.

WCCHC **STRONGLY SUPPORTS 'Olelo's application to continue their wonderful work.**

Sincerely,

Dr. Ricardo C. Custodio

Director of Training and Development

Ricardo Custodio
<RCustodio@wcchc.com>
03/23/2012 12:47 PM

To "cabletv@dcca.hawaii.gov" <cabletv@dcca.hawaii.gov>,
cc Sparky Rodrigues <srodrigues@olelo.org>, Genevieve Anduha <GAnduha@wcchc.com>, Eva Galariada-Rosa <EGalariada-Rosa@wcchc.com>, Ande Kawaiaea
bcc
Subject TESTIMONY IN FAVOR OF 'OLELO APPLICATION

1 attachment



OLELO TESTIMONY.docx



William Sager
<kumuwaiwai@me.com>
03/27/2012 12:17 PM

To catv@dcca.hawaii.gov,
cc
bcc
Subject Olelo Support

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 27 P 1:43

A___E___P___S___

I'm Bill Sager. I'm a forester and a lifelong conservationist. I retired from the Hawaii division of forestry in 1985 and since then have worked with several nonprofit organizations including the Conservation Council for Hawaii and the Environmental Caucus of the Hawaii Democratic Party. Olelo has helped me till my environmental message to our community and to the world.

I produce a monthly environmental documentary which is broadcast by Olelo and posted to the Internet, so I literally reach out to the world. Environmental Caucus has done several major workshops with Olelo featuring an 8 hour documentary on alternate energy, always must do to save our farmlands and encourage small farmers and an interview with Congressional delegates concerning their views on the environment.

Everything I know about producing video I learned from the Windward staff of a Olelo. Olelo is Ohana. Neil, Donna and Tinkle are my friends and are always their to help. When I 1st got started I'm afraid I bugged the heck out of them, but they were always there to help.

My mission is to help others understand their relationship to our environment. Olelo helps me do that. The Environmental Caucus has a reputation as being the most active caucus in the Democratic Party and the programs we have produced with the help of Olelo have been instrumental in helping us educate the public and encourage public advocacy for environmental issues.

Olelo serves a vital educational service to our young people into old codgers like me. It exposes young people to the video industry and encourages them to take an active interest in their community. For Kapuna and everyone in between, Olelo gives them a voice in their community.

Olelo, in the past 30 years, has built up a production and education facility that is unparalleled in the country. It has a highly professional and dedicated staff. It serves communities throughout Oahu. No one can replace what Olelo has built and to try to do so would be a terrible waste of the time money and dedicated resources that has gone into making Olelo and what it is today.

I urge you to renew Olelo's contract.

William Sager, 808-375-1114
Malama Aina - Caring for Hawaii
kumuwaiwai@me.com
Watch Olelo Channel 52 4th Wed at 8:00pm or go to
http://www.slideshare.com/BillSager

Sparky Rodrigues
<sparkyrodrigues@gmail.com
>

03/27/2012 09:28 AM

To cabletv@dcca.hawaii.gov,
cc kgsyoung@hotmail.com, makuakauka@hotmail.com
bcc
Subject "RE: Application to Provide PEG Access Services Related to State of Hawai'i D&O No. 346".

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 27 P 12: 19

A E P S

FILE

1 attachment

Karen & Fred 'Olelo Testimony.doc

March 26, 2012

TESTIMONY IN SUPPORT OF 'OLELO

'Olelo is an incredibly unique service, which most folks take for granted. 'Olelo provides hands-on education in a field usually beyond the reach of ordinary persons, unless you were fortunate enough to have had it in school. Most of us did not.

'Olelo provided me an opportunity to share on TV, about a community project. More recently, 'Olelo provided me the education to produce programs, a safe place to learn, access to resources, and continuing support to do all that I wished to do for TV and the internet. And I'm still learning. There are others like me who have become skillful and are producing wonderfully polished programs. Their lives have changed, become richer due to their new abilities and the opportunities this has given to them. We all benefit because we see the programs. These folks come from all kinds of backgrounds. They are seniors, young, middle aged, male and female, all races and cultures.

'Olelo enables community people to show and share topics of concern, timely issues needing action, and topics we have a passion for -- with the rest of the island and world. Historically, only those who have the wealth could produce shows depicting their positions, visions and entertainments. 'Olelo levels the playing field for us. Now we also can have a media presence.

Besides this, 'Olelo has enriched and empowered the broader community through its educational programs, but also its presence at neighborhood board meetings and other events such as candidate forums, which are then broadcast for the community to view, and become more informed. If there's sufficient staff, 'Olelo has also come to record events requested by community members, which are then shown on the public access channels.

Please support 'Olelo to continue the critical work it does, and most importantly support 'Olelo to move forward with their plans to build and grow. This is critically important in today's fast changing digital and media world.

My husband, Fred Dodge, MD, also appreciates and supports the important work that 'Olelo does, especially the variety of positions that have been shown on 'Olelo. He also would like to see that work continued and expanded.

Karen GS Young, APRN
kgsyoung@hotmail.com Ph 696 4677
'Olelo Producer Class graduate

Frederick A. Dodge, MD
makuakauka@hotmail.com

86-024 Glenmonger St.
Wai'anae, HI 96792

Nathan Braulick
<braulick@gmail.com>
03/28/2012 08:10 AM

To cabletv@dcca.hawaii.gov,
cc olelo@olelo.org, Kuuipo Rossiter <KROSSITER@olelo.org>, Palolo <palolo@olelo.org>
bcc
Subject Equality Hawaii supports ʻŌlelo 's Application to be the PEG Access provider for O`ahu.

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 MAR 28 A 9:49
A E F S
FILE

1 attachment
EQHI_olelo_PEG.pdf

March 28, 2012

Aloha Director Lopez,

Equality Hawaii supports ʻ**Ō**lelo 's Application to be the PEG Access provider for O`ahu.

Equality Hawaii is a 501(c)(3) non profit organization dedicated to securing full social, economic and political equality for Hawaii's lesbian, gay, bisexual and transgender communities. We are the state's largest LGBT advocacy organization, with over 6,500 members participating in community outreach, legislative actions and educational programs.

Equality Hawaii has been accessing the services of ʻ**Ō**lelo Community Media since December 2010, when ʻ**Ō**lelo approached us with the idea of producing and airing programs addressing the issues affecting Hawaii's LGBT people and their families. Since that time our experiences with ʻ**Ō**lelo have been remarkably productive and impactful. Using ʻ**Ō**lelo's mini-studio service, we have produced a weekly talkstory show "Equally Speaking" that has taped more than 40 episodes, featuring local and national leaders in civil rights, the arts, social service, faith, education and philanthropy. We've shared these stories widely, not only on ʻ**Ō**lelo, but also via neighbor island PEG stations Na Leo, Ho'Ike and Akak**ū**, and via ʻ**Ō**lelo's crucial on demand service ʻ**Ō**lelo.net.

ʻ**Ō**lelo has also helped us, via their Executive Productions service, document and share important conferences, presentations and community forums in partnership with a diverse range of allies

including Lambda LSA, the Buddhist Study Center, Native Hawaiian LGBT activists, the LGBT
Youth Safety-Net Coalition, and the Japanese-American Cultural Center, among others.

'Ōlelo has also helped us significantly expand our team of media activists by providing easy
access to, and quality education about, video equipment, editing facilities and new distribution
channels including the Internet. The feedback we've received from our membership, allies and
the larger community has been overwhelmingly positive. Thanks to 'Ōlelo, we've been able to
explore critical issues, reach diverse communities, and create lasting alliances.

The 'Ōlelo team members we've worked with possess extraordinary creative talent and broad
technical expertise. Clearly, 'Ōlelo's professional staff could be working in more commercial
enterprises (no doubt with greater remuneration), but they are profoundly dedicated to community
media's potential to generate positive social change, and for that, we are most grateful.

Equality Hawaii enthusiastically supports 'Ōlelo 's Application to be O'ahu's PEG Access
provider.

Sincerely,
Donald L. Bentz
Executive Director
Equality Hawaii Foundation

CABLE DIVISION
COMMERCE AND

HONOLULU JAPANESE CHAMBER OF COMMERCE

March 28, 2012

2012 MAR 28 P 4:47

A___E___P___S___

FILE___

DCCA Director Keali'I Lopez
Deputy Director Jo Ann Uchida
Cable Administrator Donn Yabusaki
Cable Television Division
Department of Commerce and Consumer Affairs
P.O. Box 541
Honolulu, Hawaii 96809

RE: Application to Provide PEG Access Services Related to State of Hawai'i D&O No. 346.

Dear Director Lopez:

We are in support of Olelo's mission and the positive impact it's services has made on the Honolulu Japanese Chamber of Commerce. We have been utilizing Olelo for many of our events which we in turn feel are educational to the general public. Some of these events are our annual "Commitment to Excellence" Art Exhibition where the interviews with the featured artists are shared with the public, annual Shinnen En Kai (New Years) banquet that features a Kabuki play performed by our members and legislative forums featuring business leaders and legislatures. Our relationship with Olelo has been at least 5 years.

The Honolulu Japanese Chamber of Commerce has had positive comments from the general public about our legislative forums and the information provided.

It is clear to us that Olelo provides our organization the voice and community engagement that could be very difficult if they did not exist. They have been an outstanding partner with the Honolulu Japanese Chamber of Commerce. We support Olelo's DCCA application.

Sincerely,

Wayne T. Ishihara
President

2454 South Beretania Street, Suite 201
Honolulu, Hawaii 96826

Tel: (808) 949-5531
Fax: (808) 949-3020
Web: www.honolulujapanesechamber.org



"David Seeholzer"
<shesee@hawaii.rr.com>
03/27/2012 04:13 PM

To <cabletv@dcca.hawaii.gov>,
cc
bcc
Subject 5pam:Support for Olelo from Wahiawa

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 MAR 28 A 9:49
A E P S
REC'D

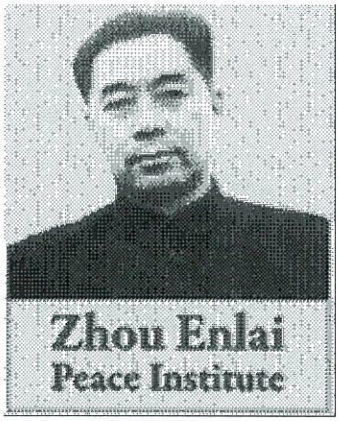
My name is David Seeholzer of the Wahiawa Rainbow Seniors. I would like to express my support for Olelo. I can only speak of my experiences with the Wahiawa Studio, but they are an integral part of the community that gives a voice to ordinary people who would otherwise not be seen or heard.
They are a constant presence in our community recording videos of local Wahiawa events.
I do a small show called "Growing up Local" where I capture the earliest recollections of our elders who grew up on one of the Hawaiian Islands. I am very pleased with the professionalism, patience and respect that the studio staff show the person being interviewed. It makes for a successful recording of a pleasant experience that can be shared to all via Olelo broadcasts and to family and friends via DVD.
Please support the work that Olelo is doing today and enable them to expand community TV for the betterment of the community.

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 29 A 9:56

A___E___P___S___

FILE___



59-517 Aukauka Place, Haleiwa, HI 96712
808-638-7100; http://www.zhouenlaipeaceinstitute.org

Department of Commerce and Consumer Affairs
att'n Director Keali'i S. Lopez
Honolulu, Hawaii

submitted via email to cabletv@dcca.hawaii.gov
and via fax to 808-586-2625

March 29, 2012

Dear Director Lopez:

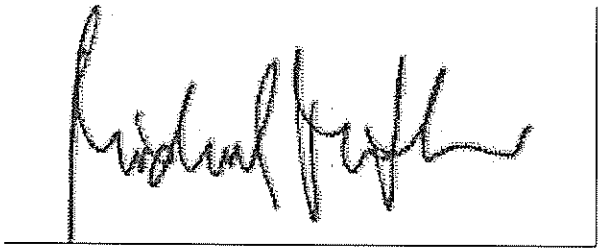
Our non-profit community organization has had excellent success working with 'Olelo on recording and broadcast of two recent projects: the launch of our organization during APEC on November 11, 2011, and the celebration of the Handshake event on February 21, 2012.

You can see the full, edited results, in both English and Chinese, here: http://www.zhouenlaipeaceinstitute.org/en/honolulu-luncheon/live-event-video/ -- all produced with 'Olelo's staff and equipment, and edited by our organization. We get great response to these videos, from all over Oahu and the world.

'Olelo does important work, and deserves sustained financial support. We are writing to endorse 'Olelo's current application to DCCA for the PEG Access Contract.

They could responsibly use increased funding, and should keep their single-broadcast focus. They need continued help in modernizing their equipment, moving to all-digital recording formats, training their people, and providing in-depth Web access, including live broadcast and streaming. Their continuing effort to provide remote training support, and to keep Community Media Centers open around the island, should be accepted. 'Olelo should receive the full 3% of cable access fees, and the funding cap should be raised as requested.

When a community organization proves its value, its responsiveness, and its professional management of public resources as 'Olelo has, they should be rewarded with a contract extension so they can intelligently plan for the future.



Michael North
Vice President; info@zhouenlaipeaceinstitute.org

cc: Evern Williams, Angela Breene; 'Olelo

NEIL ABERCROMIE
GOVERNOR

DWIGHT TAKAMINE
DIRECTOR

AUDREY HIDANO
DEPUTY DIRECTOR

SERAFIN P. COLMENARES JR.
EXECUTIVE DIRECTOR

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 MAR 29 P 12: 22

A E P S
FILE

STATE OF HAWAII
DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
OFFICE OF LANGUAGE ACCESS
830 PUNCHBOWL STREET, ROOM 322
HONOLULU, HAWAII 96813
www.hawaii.gov/labor/ola
Phone: (808) 586-8730 / Fax: (808) 586-8733
Email: dlir.ola@hawaii.gov

March 27, 2012

To: DCCA Director Keali'I Lopez
Deputy Director Jo Ann Uchida
Cable Administrator Donn Yabusaki
Cable Television Division
Department of Commerce and Consumer Affairs

From: Serafin P. Colmenares Jr.
Executive Director, Office of Language Access

Re: Application to Provide PEG Access Services Related to State of Hawai'i D&O No. 346

TESTIMONY IN SUPPORT

My name is Serafin P. Colmenares Jr., executive director of the Office of Language Access, State of Hawaii, and I am writing in support of 'Olelo's application to provide PEG access services related to State of Hawai'i D&O No. 346.

The Office of Language Access (OLA) was established by law in 2007 to ensure that limited English proficient (LEP) individuals in the State have access to government services, programs and activities, by providing oversight, central coordination and technical assistance to state and state-funded agencies in their implementation of the requirements of Hawai'i's language access law.

Among OLA's functions are to promote awareness among the community about the language access law, to inform state and state-funded agencies about their responsibilities under the law, to reach out to the LEP population and educate them about their rights under the law, and to assist in the development and training of language providers (interpreters and translators). It is to be noted that, according to the latest population statistics, there are more than 140,000 individuals in Hawaii who are limited English proficient. There are also more than a hundred state and state-funded agencies that are required by law to provide language access services. To do these

functions, OLA holds an annual statewide conference/training/workshop on language access. 'Olelo has been a partner in this endeavor, having taped and shown on its tv channels all our four conference proceedings (2008 to 2011) so far. We are again partnering with them for the 5th Annual Hawaii Conference on Language Access scheduled on August 22-23, 2012 at the East-West Center.

As a result of this public dissemination of the conference proceedings, public awareness has grown – more and more people are calling our office to talk about language access, ask about how they can avail of our services, discuss concerns and complaints about language access, or ask when the next conference will be. More language practitioners are getting trained, and more state-funded agencies have become more informed about, and compliant, with the law. In a nutshell, 'Olelo has had a positive impact on our organization and on our goals of creating awareness among, and educating and informing, the community, as well as helping our limited English proficient population.

The Office of Language Access supports 'Olelo's mission and its desire to continue its work in the community. We, therefore, strongly support its application and urge all of you to favorably consider it.

Thank you.

Serafin.P.Colmenares@hawaii.gov
03/28/2012 01:36 PM

To cabletv@dcca.hawaii.gov,
cc
bcc
Subject Olelo application

1 attachment

Olelo Support.doc

Attached, please find our written testimony in support of Olelo's application.

Serafin P. Colmenares Jr.
Executive Director
Office of Language Access
Department of Labor and Industrial Relations
State of Hawaii
830 Punchbowl Street, Suite 322
Honolulu, Hawaii 96813
Tel: 808-586-8730
Fax: 808-586-8733
E-mail: serafin.p.colmenares@hawaii.gov
Website: www.hawaii.gov/labor/ola

Michael Rosenberg
<kahalamike@gmail.com>
03/29/2012 09:43 AM

To cabletv@dcca.hawaii.gov,
cc
bcc
Subject Olelo's Application for Designation as a PEG Access Organization on Oahu

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 29 P 4: 35

A___E___P___S___

FILE___

To whom it may concern,

I am submitting testimony on behalf of Olelo for designation as a PEG access organization on Oahu both as a member of the Board of Directors of Olelo and as a resident of Oahu.

My background has been in television broadcast for the past 40+ years. I began my broadcast career with the NBC Network in New York in the 1960's.

I moved through a series of jobs on the mainland with my ultimate employment as General Sales Manager for the ABC Owned Stations. As such I was ultimately responsible for over $ 200,000,000 in annual station billings.

I had the good luck to be offered the position of General Manager of KHON-TV in 1986. I served in that position until 1995 when I moved over to KITV-TV as President and General Manager.

I retired at the end of 2010 and began my term as board member of Olelo in early 2011.

Though I had been aware of the good work being done by Olelo through my years here, I soon became aware of the importance of their mission: "To strengthen our island voices and advance community engagement through innovative media".

Olelo gives voice to those without the cash or cachet to reach others that broadcast television, though it tries to be a good corporate citizen, cannot. Olelo's success must be measured in its ability to give voice to these divergent views.

You can assure the continuance of this voice by allowing Olelo to be relevant into the twenty first century. Over the past number of years, while broadcast television technology has paced the new digital world, Olelo has struggled to stay relevant due to the high costs associated with change from an analog to a digital world. Those changes are being made now, but the need for digital acquisition and playback gear, file based programming and the use of other platforms (social media) all come with a one time capital expense.

The cap that has been imposed upon Olelo's funding by local cable companies has impeded Olelo's ability to grow in this new digital world, though this is not for lack of effort on their part. I would ask that you strongly consider some method to grow operating and capital revenues for Olelo over the next number of years so that Olelo can continue to be relevant and flourish over the next decade.

Thank you very much for considering my thoughts.

Aloha,

Michael Rosenberg.

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 MAR 29 P 3:00
A___E___P___S___
FILE

"Dennis Callan"
<callan@hawaii.rr.com>
03/28/2012 01:59 PM

To <cabletv@dcca.hawaii.gov>,
cc <atamaribuchi@olelo.org>, <info@olelo.org>, <gdavis@olelo.org>
bcc
Subject 5pam:Regarding 'Olelo's Application to Provide PEG Access Services

2 attachments

DCCA testimony 3-12.pdf image001.png

Hawaii Geographic Society

Dennis Callan, President
1011 Prospect St., #702, Honolulu, HI 96822
phone 808-528-4411, fax 808-538-4411
e-mail: callan@hawaii.rr.com

Public Testimony to the DCCA, State of Hawaii
Regarding 'Olelo's Application to Provide PEG Access Services
Submitted by Dennis Callan

March 29, 2012

Please accept my testimony in support of 'Olelo's application to continue providing PEG Access services for Hawaii. In addition I support full funding: the entire 3% should go to 'Olelo, so that they can keep up with the rapidly changing world of high-definition video, and provide more outlets for showing programs through added cable channels and over the internet. This expansion of services is urgently needed considering how our established media has become more narrowly owned, with only one newspaper and two of our four network channels recently merging. The public is being denied full access to news and information important to a democratic society. 'Olelo has been playing a useful role in filling this vast gap.

I am the senior producer at 'Olelo, volunteering to create television programming for the past 22 years, starting in the days of "public access" before 'Olelo existed. Based on this vast experience I can assure you that 'Olelo has been doing a superb job. Any changes in the current management situation would probably create many more problems than they would fix. If it's not broken, leave it alone.

When you consider the challenges of running a multiple-channel production facility utilizing volunteer producers who often have no technical background, 'Olelo has been outstanding. They have assembled top-quality equipment and trained employees who show a real interest in the clients' progress. In the rapidly-changing world of video production they have remained very current with advanced, but affordable, technology. Witness how they rapidly embraced non-linear editing with purchase and consistent upgrade of many Apple computers and provided the training, which I benefited from, to bring users up to speed. The production studio with its large sound stage is a vital asset to the community, all housed in a facility they had the foresight to acquire some time ago when

prices were reasonable, in a central location, with satellite facilities to reach out to remote areas of the community.

Among areas I am most satisfied with are the technical quality of playback signal, hours of operation, attitude of staff, good standard of production hardware, training offerings and consistency of performance. The main area I would like to see improved is delivery of high-definition programming, which many viewers watch exclusively. Development of video-on-demand would also be helpful

Constant work needs to be done to stay on top of this ever-changing world of television production, and the best way for this to succeed is to let the organization concentrate on the job at hand. I do believe that as needs for improvements manifest themselves in these ever-challenging worlds of video production and community outreach, that the current operators of 'Olelo can implement solutions and keep adapting. We should be grateful for what they have accomplished.

My program, "World Traveler" has been broadcast every week for 22 years, winning several awards along the way. During this time I have created about 290 hours of programming, doing all the photography, editing, writing and postproduction. I have been an active participant in the operations there including attending many of the volunteer forums and serving as an early member of the CTPA, an advocacy group for 'Olelo's army of volunteer producers. As a result I have seen many changes take place in the world of community programming and can assure you that through, 'Olelo has done a fine job.

Thank you for this consideration.

Dennis Callan
callan@hawaii.rr.com
ph 528-4411

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 MAR 29 P 3:01
A E P S
FILE

COMMUNITY ALLIANCE ON PRISONS

76 North King Street, Honolulu, HI 96817
Phone/E-Mail: (808) 533-3454/kat.caphi@gmail.com

Department of Commerce and Consumer Affairs (DCCA) Public Hearing
'Ōlelo's Renewal Application as Community Access Provider for O'ahu
Thursday, March 29, 2012 at 6:00 p.m.
Washington Middle School cafeteria
1633 South King Street, Honolulu

Good Evening...

My name is Kat Brady and I am the Coordinator of Community Alliance on Prisons, a community initiative working for data driven and thoughtfully crafted public policies that promote justice, fairness, and equality.

I am also the producer of Hawai`i InJustice, a show that has aired on `Olelo Channel 54 on the first Tuesday of every month at 8:30 p.m. and every Thursday morning at 8:00 a.m. for the last five years. The show is produced out of the Palolo Media Center always with support from our great staff there and from our mothership, Mapunapuna, for which I am very grateful.

The Department of Commerce and Consumer Affairs (DCCA) is holding this public hearing to renew `Olelo's application to continue providing excellent community media services to the people of O`ahu.

`Olelo's importance to the community cannot be overstated. It is, in many ways, the glue that connects our communities – our diverse communities on O`ahu.

With the decline of the mainstream print media and the monopolization of corporate media, community media has become an important source of information and education for the community. The diversity of the community is reflected in `Olelo's Community Media Centers. `Olelo has stretched and leveraged its resources to reach out into communities that have been traditionally left behind. And there is more to do. There are still communities that are left behind and *that* shouldn't be acceptable to anyone in this day and age.

Times have changed. Technology has made great leaps forwards. We now have a generation of keiki who are computer savvy almost before they can talk. What will our world look like in 20 years? What will media look like then? Isn't it important that we keep up with technology, and more importantly, train our youth, our community, and our kupuna in the use of the newest technology?

`Olelo has built a strong media system through its community media centers. In many ways these centers have transformed communities and have helped our youth see their way out of poverty and into media careers they never thought possible before.

In multi-cultural Hawai`i community media is more important than almost anywhere else. When immigrants come here, it is very hard for them to integrate into the mainstream community because of cultural and language barriers. Community media serves this under-served population and this helps people connect with others, find common interests among other groups, and informs them on where to find activities that present opportunities to meet people.

I'd like to close with an excerpt from a speech delivered by Greg Ruggiero of Z magazine in December 1998:

> *"Where there is even a pretense of democracy," writes Noam Chomsky,"communications are at its heart." Given the present state of our society, however, it's no surprise that we find communications not at the heart of a vibrant democracy, but rather in the grip of an oppressive and contradictory system of mass control. Nowhere is this more evident than in the community struggle for access to the airwaves, and the corporate/government campaign to crush it. Nowhere have U.S. citizens lost greater control of its public sphere than in the government's management of the airwaves. .."*

Genuine democracy requires an informed public that has access to a diverse range of controversial and contrasting views.

Genuine democracy requires media that reflect the cultural diversity and local issues that characterize a community.

Genuine democracy is based on broad public participation, a condition made possible not by political representation, but by direct public access.

We implore DCCA to act in the public interest and renew `Olelo's application. Allow `Olelo to grow. Allow democracy to thrive under your leadership. You have a sacred obligation to protect the public trust. Please protect and encourage the voices of the people.

Help our communities flourish and become informed participants in a vibrant democracy.

Mahalo for this opportunity to testify.

Kat Brady
<kat.caphi@gmail.com>
03/28/2012 02:38 PM

To catv@dcca.hawaii.gov,
cc
bcc
Subject 3.29.12 Testimony on `Olelo's Renewal Application

1 attachment

3.29.12 DCCA Testimony.pdf

--

Kat Brady, Coordinator
COMMUNITY ALLIANCE ON PRISONS
76 North King Street, #203
Honolulu, Hawai`i 96817
Phone: (o) 808-533-3454
(c) 808-927-1214

Watch Hawai`i InJustice on `Olelo Channel 54
The 1st Tuesday of each month at 8:30 pm
and Every Thursday morning at 8:00 am

Advocacy for Justice Award to CAP
http://vimeo.com/10450424

Mary Y. Matayoshi

760 Onaha Street Honolulu, Hawaii 96816

Cell 808 285-3920 • Email: mary.matayoshi@gmail.com

RECEIVED

2012 MAR 27 A 10:00

DIRECTOR'S OFFICE
COMMERCE AND
CONSUMER AFFAIRS

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 29 P 2:09

A___E___P___S___

FILE___

March 22, 2012

DCCA Director Keali'i Lopez
Dep. Director Jo Ann Uchida
Cable Administrator Donn Yabusaki
Cable Television Division
Dept. of Commerce & Consumer Affairs
P. O. Box 541
Honolulu, HI 96809

Dear Ms Lopez and staff:

I am writing in strong support of Olelo's Application to provide PEG Access Services related to the State of Hawaii D&O No. 346.

Olelo's name and services are well-known by <u>everyone</u> as a strong and welcoming community advocate and respected communications service. Olelo is appreciated as fair and caring in their relations with ALL members and groups in the community.

But what impresses me even more is the important role Olelo plays in opening up young people's paths to education. Young people, previously turned-off on academics, are thriving on the hands-on teaching that goes on at Olelo outreach studios in the schools. Disenchanted students are now thriving on skills they are learning in the studios: computers to video cameras, developing story boards and scripts, producing and editing,making professional decisions on what is appropriate for viewing; aware of the values and morals they are promulgating. They become confident in speaking out and analyzing content. Olelo is providing opportunities to learn through participation; learning teamwork and responsibility.

Parents, teachers and community come out to support Olelo because they witness the improvement in their children and community relations.

I am pleased that Olelo's staff is so dedicated to their profession. I have worked with several Olelo studios, but I point out in particular my colleague,Sparky Rodrigues at Waipahu Intermediate who has gone beyond his duties to help the families of Waipahu.

We want to support the good work of Olelo as they play such a vital role in our communities.

Sincerely,

Mary Matayoshi

Mary Matayoshi,
Retired educator and non-profit administrator

<okubos@hawaii.rr.com>
03/28/2012 03:34 PM

To cabletv@dcca.hawaii.gov,
cc
bcc
Subject RE: Application to Provide PEG Access Services Related to State of Hawaii D&O No. 346

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 MAR 29 P 4: 33
A E P S
FILE

Aloha,
I would like to submit my testimony in support of Olelo's application to continue their decades of service to the community. As a community programming producer from 1988-1990 and recently certified again in 2011 to present, I have always found Olelo staff to be dedicated and committed to helping the community through innovative media. I've seen Olelo significantly grow and increase access to the public over the years, improving and expanding their studio facilities, equipment, and training opportunities.

I believe Olelo will continue to be an effective and important resource for the community, and I urge DCCA to select Olelo's application to build on their great work and the partnerships they have nurtured over the years with public, educational and government organizations. The public has come to know Olelo as a friend, partner, and leader in such areas as our public schools where Olelo's youth video competition has become a highlight of the year for many elementary and high school students. I attended the Olelo youth video competition awards ceremony and it was well organized, and greatly appreciated by all the students and teachers there.

I've attended a number of the Olelo training sessions and they are excellent, providing useful and practical technical skills needed to produce informative and relevant programming. The video trainings conducted at the State Capitol mini-studio for state agencies helped my department produce a television show to discuss public health issues and help the public gain more access to health resources. The staff at Olelo go out of their way to help new producers make their creative visions into broadcast quality productions. Olelo staff also support taping of important state conferences held on Oahu such as the state's first ever Physical Activity and Nutrition conference, allowing the sessions to be broadcast for public viewing.

Please consider Olelo's application to continue their outstanding work in the community.

Sincerely,
Janice Okubo

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 MAR 29 P 4: 33
A E D S
FILE

"jay@fidell.com"
<jay@fidell.com>
03/28/2012 08:18 PM

To "cabletv@dcca.hawaii.gov" <cabletv@dcca.hawaii.gov>,
cc "mpaz@olelo.org" <mpaz@olelo.org>,
"daviddaylaw@aol.com" <daviddaylaw@aol.com>,
"wsharp@hpu.edu" <wsharp@hpu.edu>,
bcc
Subject Public Hearing on 'Olelo's Application to provide PEG Access Services

Think Tech Hawaii

To the Department of Commerce and Consumer Affairs:

Please accept this as my testimony on behalf of ThinkTech Hawaii, Inc., a Hawaii 501(c)(3) non-profit corporation, in strong support of Olelo's Application to provide PEG Access Services.

I have been an Olelo producer of two separate weekly ThinkTech Hawaii shows on Channel 54 over the past three years, namely, ThinkTech TV (dealing with tech, energy, diversification and related policy issues) and Asia in Review (dealing with Hawaii's global image and influence and its diplomatic and business relationships with countries in Asia). We and our officers, directors, hosts and guests are very proud of these shows, both in content and production values.

These shows allow our hosts and guests to express themselves to the public on issues which we believe are critical to the development of the tech and energy sectors and the economy of Hawaii and to the promotion of the community of international experts that we have in Hawaii. In organizing these shows our hosts enhance their knowledge of the subjects at issue and the experts who appear as our guests, and those guests are gratified that they have a channel in which to express their knowledge and views, reporting and encouraging the growth of Hawaii's tech and energy sectors and the expansion of our state's Bridge to Asia.

We believe the exposure of these guests and discussions is of substantial value to the viewing public and raises the level of public awareness as to the importance of tech, energy, diversification and globalism to the economy and future of Hawaii, which is in any event the central mission of ThinkTech Hawaii, Inc. We also believe that public access through Olelo is a critical part of our work and the accomplishment of our mission. We could not do as well without it.

We have worked with the staff of Olelo on an ongoing basis week after week over these years, and working with them has been a joy. They are highly competent, responsive, committed and kind, and they are dedicated to serving the public, training and supporting their producers and facilitating the development, quality and dissemination of our content. We greatly appreciate their availability, their know-how, their efforts and their help.

In short, Olelo is a fine organization of great public value to Hawaii. Further, it is unique in the benefit it offers to those who are associated with it, both on the staff and career side, and on the producer and public access side. We are delighted to be associated with Olelo and to be able to broadcast on its channels. We feel that access to the public through its facilities is critical to organizations like ThinkTech Hawaii and many other local organizations similarly situated.

We therefore stand in strong support of Olelo's Application to provide PEG Access Services, and we unconditionally recommend that that application be granted. We appreciate the opportunity to submit this testimony to your department, and we hope that you will consider our views and recommendations in acting on this application.

Thank you very much.

Respectfully,

Jay M. Fidell

Jay M. Fidell, President
ThinkTech Hawaii, Inc.
1001 Bishop St., Suite 710
Honolulu, Hawaii 96813
Telephone (808) 780-9254

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 29 P 4: 33

A___E___P___S___

FILE

Scott K.Wong
3913 Kaimuki Ave.
Honolulu, Hi 96816
808-450-4244

Date: March 28, 2012

Re: Ōlelo's application to continue providing PEG Access services

DCCA Director Keali'i Lopez,

I am writing to you as a Film and Television Technician, a Producer and an advocate of Father's Rights. Olelo is important for me because of many reasons.

- It's provides a voice for the people of the community.
- It' provides a center for learning and education in the Audio and Video industry.
- It's also a source to view local community programming about Hawaii's Cultural programs and Legislative activity.

I personally have enjoyed the education I received from the Olelo Staff and the assistance they continue to give me in support of my television programs and my volunteerism in the various communities that request for me to assist in getting their event on TV.

Olelo has allowed me to see the current issues in the community that I would not normally get to see or hear about. If not for Olelo I would not be able to participate with Hawaiian Cultural Events, Vietnamese Karaoke, Free Appropriate Public Education, Veterans Issues, Forgiveness Day, Peace Day, O'o Awards, The Governor's Bill Signings at Washington Place and Multiple interviews with Political Candidates who come to Olelo to get their message out to the People.

I hope that in the near future Olelo can provide services that record in HD Format and broadcast on HD channels, to be able to provide community education for Kupuna in the area of basic computer skills and education for advanced training in new technologies such as DSLR Camera's, Smart Phones and IPods which I know many people are still trying to figure out all the bells and whistles to their phone…

DCCA should renew the contract because Olelo is an essential part of the Community for having a voice, entertainment, educational and informational needs. And that Olelo has proven for 23 years that they are the best choice for providing PEG access and has done it in a fair and responsible manner…

Sincerely,

Scott K. Wong
Producer / Activist



Scotty Wong
<scottywong@gmail.com>
03/28/2012 09:19 PM

To cabletv@dcca.hawaii.gov,
cc
bcc
Subject Testimony for Olelo's Continued service of PEG.

1 attachment



Scott K.doc DCCA.doc

Testimony attached...

--

Scott K. Wong
808-450-4244
scottywong@gmail.com



Kimo Kelii
<kimokelii@aol.com>
03/28/2012 10:59 PM

To cabletv@dcca.hawaii.gov,
cc
bcc
Subject Please Support The PEG Community Access Initiatives & The Need for Increased Funding!

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 MAR 29 P 4:34
A E P S
FILE

Aloha Kakou,

I humbly request the support of The DCCA in providing the necessary PEG Access initiative to include its funding mechanisms; whereby, the future funding uncertainties are really beginning to take its toll on how the public and communities who have come to appreciate and depend on the Olelo Channels for increased community awareness and outreach services in the form of information and data that can only be accessed through this unique forum and opportunity.

As a member of the Nanakuli-Maili Neighborhood Board #36, the Waianae Coast community and its residents have become much more informed and have actually increased its participation in the democratic process by attending community and neighborhood meetings; clean-up and beautification campaigns; environmental & agricultural forums and workshops and educational activities at the various public schools and local universities.

Please support the PEG Community Initiatives as the DOE and Educational entities really need to pursue their own funding resources and financial backing.

Mahalo Nui Loa, Kimo Kelii (NMNB #36 Education & Parks Committee Chairs)

arnie <ohnies@gmail.com>
03/29/2012 04:44 AM

To cabletv@dcca.hawaii.gov,
cc
bcc
Subject Coordinator of Moana Nui testimony to DCCA

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 29 P 4: 34

A___E___P___S___

FILE___

DCCA:
The Moana Nui conference was an independently produced non-profit forum taking place concurrent with APEC. We brought people to Hawaii to speak in opposition against the dangers of further globalization to Hawaii peoples and environmental resources. While all the major media covered APEC, Olelo covered Moana Nui and helped to document the important voices that have been warning the public of the negative impact of this investment regime, many for over a decade. There was no other media outlet to consistently broadcast diverse viewpoints regarding the benefits and disadvantages of APEC while they were here in November. Olelo provides a service that not only encourages public dialogue and education, but engages the public with important issues relevant to any democratic society.

Without Olelo, Hawaii will lose a great resource for its diverse public expression and without the opportunity that Olelo provides for local communities, Hawaii will lose the one available source for education and public engagement.

Please do not underestimate the influence that public television provides. For many, public television is a justification for cable, and now that we have moved into digital television, by limiting our access to subscription based commercial television, you will be denying the fundamental initiatives that opened up the technology for television in the first place: public engagement, relevant information, entertainment, and opportunities for democratic discourse.

Arnie Saiki
Coordinator - Moana Nui Action Alliance
(808) 218-4367
http://moananui2011.org
http://imipono.org

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 29 P 12: 19

A___E___P___S___

FILE___

March 28, 2012

DCCA Director Keali'i Lopez
Deputy Director Jo Ann Uchida
Cable Administrator Donn Yabusaki
Cable Television Division
Department of Commerce and Consumer Affairs
P.O. Box 541
Honolulu, Hawaii 96809

"RE: Application to Provide PEG Access Services Related to State of Hawai'i D&O No. 346".

Dear DCCA Director, Keali'I,

My name is Barbara Tom and although I recently retired from the Department of Health as a Public Health Nurse, I currently Chair a State wide committee called the Nations of Micronesia Committee, or NOM for short. I am also the Advisor to the Micronesian Health Advisory Coalition and Micronesian Community Network.

I share these positions because Olelo has played a key role in allowing Micronesians to receive education on acculturation, in-language on topics from health, education, housing, and jobs. A total of 11 sessions were created and this served as a template for others to develop an acculturation booklet for the State. It addition to this, and more importantly, 2 sessions were created on the changes for all Micronesians, on their Quest Health Insurance plan. The Department of Human Services was going to change their Quest plan to the Basic Health Hawaii, which would limit their health care services drastically. Many Micronesian families were confused by this change as no in-language information was disseminated ahead of time. We were able to create a video to give them information in two key languages, Marshallese and Chuukese. So the availability of Olelo media center resource for this community is so important. However, streamlining the

media intake process would allow for a timely viewing of the information as the implementation of their coverage was starting. Also formatting the video content to personal electronic devices will allow for more viewing within their communities.

Olelo has also provided the Micronesian youth with the skills to learn how to video tape their communities. We managed to get 12 Micronesian youth trained at your Olelo studio. They were able to tape health PSA's as well as tape their women and community learning about health through growing their traditional foods as a prevention to Cancer, Diabetes and other chronic diseases. Health prevention is an important message we would like to deliver for their continued success here in Hawaii. Therefore, increased Internet connectivity at the CMC would allow for many more of these venues to occur which could reach out to their communities in a culturally sensitive way.

Finally, I urge you to consider Olelo's application to provide PEG Access services that will improve their service delivery to the community and especially to our most vulnerable residents.

Sincerely,

Barbara Tom

Barbara Tom
Nations of Micronesia Committee Chair
Micronesian Health Advisory Coalition, Advisor
Micronesian Community Network, Advisor

barbara tom
<barbara.yukie@gmail.com>
03/28/2012 09:52 AM

To cabletv@dcca.hawaii.gov,
cc
bcc
Subject 5pam:Re: Application to Provide PEG Access Services Related to State of Hawai'i D&O No. 346

2 attachments

Scan 120880002.pdf Scan 120880003.pdf

Aloha,
It gives me great pleasure to submit this in support of Olelo's proposal.
Mahalo,
Barbara Tom



Jeffrey L Gere
<jeffgere@lava.net>
03/28/2012 12:45 PM

To cabletv@dcca.hawaii.gov,
cc
bcc
Subject Application to Provide PEG Access Services Related to State of Hawai'i D&O No. 346

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 29 P 12: 22

A E P S
FILE

Sigh.....

So here we go again.

Again, my State Govt. is considering fixing one of its functions which really works.
Olelo, dispite limits imposed by State govt. to cap its income from the monopoly of
Oceanic Cablevision, has continued to increase with service centers in Ewa, Waianae,
Laie, Kaneohe, Palolo and the flagship center Mapunapuna. Hours of operation in all
have been reduced, Fridays shut down to community, staff curtailed.

And still, an amazing plethora of programming expressing the various interests and concerns
of the community continue to be made and aired on all 5 Olelo stations (one is for Ed, I believe
another is for govt.)... I have aired a storytelling show that is the envy of the national community
here on Oahu for close to twenty years. So?

So again, why is my government again considering hampering, redefining, limiting Olelo?
Since you are looking it over, please increase Olelo funding by removing the defined cap of
income placed upon it to a percentage of Oceanic profits or lift that income ceiling.

Thank you. I am watching this closely. I am vocal and I vote.

Sincerely yours,
Jeff Gere
PO Box 37495
Honolulu Hi 96837
(808)737-1774



Noyita Saravia
<noyitas@yahoo.com>

03/28/2012 01:08 PM

Please respond to
Noyita Saravia
<noyitas@yahoo.com>

To "cabletv@dcca.hawaii.gov" <cabletv@dcca.hawaii.gov>
cc "wahiawa@olelo.org" <wahiawa@olelo.org>
bcc
Subject 5pam:Application to provide PEG Access management & services related to State of Hawaii D & O No. 346

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 MAR 29 P 12: 22
A E P S
FILE

Dear People,

I'm a 71 year old senior living in Kahuku. Very rural. I no longer drive and seldom make trips to Honolulu. I so appreciate Olelo being within walking distance of Kahuku Elderly Housing where I live. Over the past seven years Olelo has been my outlet for sharing my concerns,my thinking, opinions, art and information with others in our community. I appreciate the ongoing training, assistance and help I receive from Olelo staff. What a wonderful, supportive group of people. It is delightful to meet other producers, especially younger students, and see their work. What an incredible gift Olelo is to our whole island community.

Prices keep rising and technology keeps zooming. I hope the cap on Olelo funding can be lifted so that Olelo can keep up with new technology and move to tapeless HD, increase live broadcasting and streaming, and continue to reach further out to other remote areas of our island.

Thank you, Sincerely,

Noyita Saravia

Margot Sakazaki
<margot@honolulujapanesechamber.org>
03/28/2012 11:30 AM

To "cabletv@dcca.hawaii.gov" <cabletv@dcca.hawaii.gov>,
cc Wayne Ishihara <wayne@honolulujapanesechamber.org>, HJCC Staff <hjccstaff@honolulujapanesechamber.org>
bcc
Subject RE: Application to Provide PEG Access Services Related to State of Hawai'i D&O No. 346

1 attachment

HJCC Testimony for Olelo.pdf

Dear DCCA Director Keali'i Lopez,

Please find attached Honolulu Japanese Chamber of Commerce's letter of support for Olelo's upcoming application with the DCCA to continue their work in the community.

Thank you very much for your consideration.

Margot Sakazaki
Vice President, Japan Specialist/Project Coordinator
Honolulu Japanese Chamber of Commerce
Members Supporting Members Since 1900
2454 S. Beretania Street, Suite 201
Honolulu, HI 96826
Phone: 949-5531 ext 2
Fax: 949-3020
www.honolulujapanesechamber.org



Raymond Horita
<razor693@hotmail.com>
03/28/2012 08:52 AM

To <catv@dcca.hawaii.gov>,
cc <evernw@aol.com>
bcc
Subject OLELO

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 29 P 12: 19

A___E___P___S___

FILE___

CATV,

After my retirement, I wanted to pursue a hobby I would enjoy and share with our community. So I enrolled in OLELO's producer course. From the start, I have found their staff like Evern Williams, Tom Hackett and Dane Neves so friendly and helpful in every way. Through their help and guidance, many have produced program of interest to the people of Hawaii, their beautiful ethnicity, culture and current events affecting our whole community. We need OLELO to spread the spirit of "ALOHA" through the free expression of its people.

Aloha,
Ray Horita
razor693@hotmail.com
cell: 772-3271

CMPA Testimony on 'Olelo's proposal
jeff garland
to:
DCCA Director Keali'i Lopez, catv
03/29/2012 05:45 PM
Cc:
DCCA CATV Executive Assistant Patti Kodama, Ombudsman
Hide Details
From: jeff garland <cmpa@hawaiiantel.net>
To: DCCA Director Keali'i Lopez <klopez@dcca.hawaii.gov>, catv@hawaii.gov,
Cc: DCCA CATV Executive Assistant Patti Kodama <pkodama@dcca.hawaii.gov>, Ombudsman <complaints@ombudsman.hawaii.gov>
Please respond to cmpa@hawaiiantel.net

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 30 A 9:40

A E P S
FILE

Community Media Producers Association
1658 Liholiho #506
Honolulu, HI 96822
808 239-8842
cmpa@hawaiiantel.net

Dear Mrs. Lopez,

You are well aware that the Community Media Producers Association (CMPA) has been consistently concerned over:

The lack of transparency of 'Olelo
No process to resolve or deter violations of O'ahu citizen's rights to free speech and equal treatment.
Exclusion of contributing producers on the board of directors
Spending well over a million dollars over the past decade to sue the state to get out from under transparency Law (open records and procurement)
The fact 'Olelo was created and then designated in violation of state Law (HRS 4406-16 & HRS Chapter 91 "Rules")
The fact that DCCA is again going ahead with a PEG Access designation in violation of the same 2 laws (HRS 4406-16 & HRS Chapter 91 "Rules")
The "purpose" of the corporation (aka "Mission") is different in the amended version of 'Olelo's articles of incorporation than it is in their bylaws.

In light of these concerns still not being addressed by DCCA in their "Guidelines" or 'Olelo in their proposal, CMPA is opposed to any PEG corporation being designated until it is done so in compliance with the Law.

As 'Olelo's CEO you allowed your PSAs on the same subject as CMPA's to air in excess of 10 times more, thus effectively editorializing by making CMPA's PSA appear to be of less importance. When I complained to then DCCA director Recktenwald, soon thereafter you stopped airing your PSAs, and there is no paper trail to be found. DCCA is designating a nonprofit to provide tools for the "Public" (P as opposed to E & G) to exercise Freedom of Speech. Thus it would appear that 'Olelo is a state actor for the purpose of freedom of speech. If that is the case, then as available public records would imply, the "Public"'s only recourse if their civil rights are violated is a costly federal law suit. As I see it there is no affective deterrent for designees to not violate US & Hawai'i constitutional rights. There is no reasonable process for complaints to be processed through the designated nonprofit, or to take it to the oversight agency, DCCA. As you are well aware Mrs. Lopez, these court battles usually take years and an awful lot of "public funds" have gone to the likes of Alston Hunt Floyd and Ing. It is disheartening that attorneys are the biggest beneficiaries of our Public Funds.

We are now in a digital world where information should be readily available at the click of a mouse, but sadly 'Olelo and DCCA CATV continue to lag behind the rest of the world in truly facilitating the people's involvement in the democratic process, unfettered. Thank you for finally posting the 4 Hawai'i PEG provider contracts with DCCA on your Cable TV division's website 14 years after the fact.

Sincerely,

Jeff Garland
Secretary, Community Media Producers Association (CMPA)

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 30 A 9:40

A E P S
FWE

To: Department of Commerce and Consumer Affairs,(DCCA), Hawaii
Subject: Testimony to Oppose HB2874.

My name is Gene E. Castagnetti;
I am a veteran and an advocate voice for veterans.
Olelo's ,PEG Access programming continues to grow. The Iraq –Afghanistan War continues for a decade and the number of veterans of these conflicts in the state of Hawaii grows exponentially. The Olelo Community Outreach will provide the general public and the veterans in that population an opportunity to express their First Amendment rights to free speech.
By limiting PEG Access funding, the state will also be limiting the free expression of local veteran voices.
Funds collected from the cable subscribers for the purpose of supporting PEG access should only be used for that purpose.
Cable subscribers should not bear the burden for creating a Broadband initiative.
Increase funding is needed, and could materialize if the state Legislature would not place a "cap or ceiling" on the funds Olelo receives from the cable Companies.
If the cap had been removed, Olelo would have received an additional 1.8 million in funding in 2010, as subscribers have been paying a 3% fee.
Olelo is the technology that allows the expression of the First Amendment to be real!
Please have the legislature go to the Governor and encourage the DCCA REGULATORS, to ELIMINATE THE FUNDING CAP.
As advertising and commercials are prohibited in the Olelo productions, and Corporation Sponsorship is difficult without advertisement, olelo needs the funding from the subscriber community, as this PEG serves as a voice for the states ever growing veteran's population.

Thank you for the opportunity to testify in the land of free speech.

G.E.Castagnetti

808.532-3720

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 30 A 7:59

A E P S

FILE

Phone: (808) 532-3720

Date: 03/29/12 Number of Pages, Including Cover: 2

FAX Number: (808) 532-3756

FAX - 808-586-2625

TO: Dept of Commerce & Consumer Affairs DCCA

FROM: MR Gene Costagnetti

SUBJECT: Testimony Re Olelo Application

See attached — for Public Testimony on 03/29/12

This message is intended only for the use of the person at office to whom it is addressed and may contain information that is privileged, confidential or protected by law.

All others are hereby notified that the receipt of this messages does not waive any applicable privilege or exemption from disclosure and that any dissemination, distribution, or copying of this communications is prohibited.

If you receive this communication in error, please notify us immediately by telephone at the above telephone number and return the original message to us at the above address via the United States Postal Service. Thank You.

WRITTEN TESTIMONY
From: Josephine A. Feiteira

Producer - Olelo Media Center -Windward
To: State DCCA
Subject: Olelo's PEG Application

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 30 A 9:56

A___E___P___S___

FILE

My name is Josephine A. Feiteira and I was born and raised here in Hawaii, and over the years, I have seen and heard many of our Kupuna perform at Hospitals, Senior Centers, Airports and many Community Events. I always felt that they should be recognized for all that they do for our community. This is why I decided to become a Producer with Olelo, so that they could receive the recognition that they truly deserve.

I trained at the Palolo Media Center and became a Producer. Upon completion, I decided to do my first Production and called it Na Kupuna 'O Hawaii with Auntie Jo. I visited the Kaneohe Senior Center and talked to the Kupuna and had several of the Seniors sign-up for my first Production. When the production was completed and aired onmOlelo, they were so proud to be recognized and I was so happy to be able to do this for our Seniors. We did several Productions over the last few years.

When my Productions were aired on Olelo, I would make a DVD to give to each of them and one day they said to me "Auntie Jo, thank you for my DVD, now I have something to leave with my family one day". I can't begin to tell you how happy it made me feel, knowing how good they felt to be recognized.

I entered my first Production to be judged by the WAVE (Western Access Video Excellence) program and was so proud to be the first place winner among all the Western States. I recently started a new program called "Auntie Jo and Friends" and completed my first Production in Dec. 2011. This program will include people from all walks of life to give them recognition for their talent and accomplishments. My first program was about my Grandson Dusty who has autism and is quite an artist. He is a great Saxophone player and also plays the Piano. He was so proud to see himself on T.V. I can't begin to tell you how happy I was to give him the recognition that he truly deserves. Hopefully, my programs will inspire other people who have special talents.

I would like to thank Olelo for making this possible and for all the help they have given me to become a Producer. We need Olelo to continue to be able to help all of the people of Hawaii so that they can be recognized for their talents and accomplishments.

This is Auntie Jo saying Mahalo and thank you for your consideration and full approval of Olelo's PEG Application.

Aloha, Auntie Jo

"Blind Vendors Ohana, Inc. - James Kahue"
<bvoi-hr@hawaii.rr.com>
03/30/2012 09:47 AM

To <cabletv@dcca.hawaii.gov>,
cc <johawaii3@hawaiiantel.net>
bcc
Subject Olelo Testimony for DCCA Public Hearing

1 attachment

DOC032.PDF

COPY OF JAMES KAHUE'S TESTIMONY TO THE STATE DCCA HEARING COMMITTEE ON MARCH 29, 2012 RE: SUPPORT FOR OLELO'S PEG APPLICATION Testimony: My testimony is in support of Olelo's PEG Application filed with the DCCA on October 25, 2011. I ask the State DCCA to carefully & objectively listen to all the testimonies given by persons who represent different areas of our State, who have diverse interests and stories to tell will be giving you reasons for supporting Olelo's application to continue providing PEG services which are importance to us and our communities.

CABLE TV DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 MAR 30 A 8:57

I read Olelo's application document and fully support their mission statement and plans for delivering PEG services and programs now and into the future. Because Olelo is the sole contractor I want them to meet all the PEG requirements and standards. The main hurdles and concerns I have about Olelo delivering the PEG services and goals they have laid out is if the following events occur: (1) Olelo fails to get their application approved and (2) fails to get adequate funding to support their application plan and goals, and (3) they lose the State's and public's support.

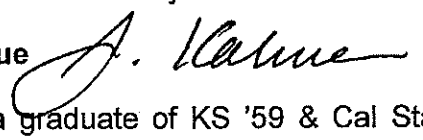
Of the three scenarios, my major concerns are items 1 & 2. Since Olelo is the sole PEG contractor and they have a good history and plan for providing these services item 1 is not a problem at this time however, item 2, the amount of funding will be the most notable and problematic which can harm their plans causing a negative effect on everyone.

Remember this; Olelo is funded by Oceanic Cable Television for the exclusive right to air their television programs funded by advertisers and other sources. We as private citizens & business subscribers pay Oceanic Cable for their programs. Olelo is not funded by government and our taxes. There are no losers in having a PEG program and a provider like Olelo who is committed to serving the Public, Education & Government. As an Oceanic Cable subscriber since 1993 I am concerned and supportive of Olelo's request to increase their budget from the capped 2.1% funding level to the full 3% funding that Oceanic Cable Television is required to pay from their profits for PEG services.

Because these funds have been capped at the lower 2.1% level proper funding levels needed to improve Olelo's technically and increase community access statewide has lagged. Restoring their operating budget above the current capped level or increasing the PEG funding amount from Oceanic Cable would help Olelo to meet PEG objectives and standards in a shorter time. I believe that increasing Olelo's funding using either option would be an important step forward for a PEG provider to address key problem areas and objectives such as technological system & equipment improvements, expand and improve community access, equipment and infrastructure support. Without sufficient money and support from any PEG provider would be hard pressed to meet it's goals in a restricted budget growth situation no matter how great their track record of accomplishments and credibility.

In closing, I want to compliment and support Olelo for doing a great job in out State for a long time. They have done this well in spite of all the hurdles they have had trying to explain and validate all the things they have done and want to do for our state-wide community volunteers to share their stories with others in hope that they may find help, healing and happiness freely and responsibly by "people" sharing with "people". Olelo's fine record of providing our dedicated PEG contractor since 1989; their Board, administrators, staff and volunteers are truly deserving of our full support. The time is now for all of us to step up and forward to thank Olelo for the staff, volunteers and their commitment to excellence by asking the State DCCA to approve their application and funding request.

Respectfully Submitted by:

James Kahue 

BIO: I am a graduate of KS '59 & Cal State Polytechnic College earning a B. S. in Aeronautical Engineering and had a long career with the State of California as health programs manager and administrator. I have worked for the past 17 years as the HR Manager for a retail business at the Airport that employs persons with disabilities.

Relevant Olelo Experience: I helped start and promote the Ho'okipa Aloha Council at the Honolulu International Airport to organize talented and dedicated entertainers to volunteer their time and talent to greet airport visitors and travelers with our Hawaiian music, hula and aloha spirit.

I first worked with Olelo 5 years ago when I learned how to produce and air shows about talented, local musicians and programs about blind persons at local and national organization events held in Hawaii on Olelo's channels. Olelo opened up a whole new world of experiences and opportunities for me to share these stories and information with others. Olelo's accessible Media Centers and their helpful staff and willing volunteers taught me how to be an Executive Producer, a Director, a camera, sound and set person; editor, narrator and better volunteer. I learned a lot about other volunteer's interests, their stories, talent and teamwork needed to produce programs.

"Blind Vendors Ohana, Inc. - James Kahue"
<bvoi-hr@hawaii.rr.com>
03/30/2012 09:49 AM

To <cabletv@dcca.hawaii.gov>,
cc "JAMES KAHUE" <kimokalei59@msn.com>
bcc
Subject Olelo Testimony for DCCA Public Hearing

1 attachment

DOC031.PDF

Debra_Barenaba/KAHUKUHI/
HIDOE@notes.k12.hi.us
03/29/2012 06:16 PM

To cabletv@dcca.hawaii.gov,
cc
bcc
Subject

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 30 A 9:55

A___E___P___S___

FILE_____

To whom it concerns:
My name is Debra Barenaba, I teach Arts and Communications and Digital Media at Kahuku High and Intermediate school. I have been working with Olelo for over ten years. Olelo staff is efficient and well trained. They are expert in the area of digital media technology. They are also skilled instructors and go above and beyond to service our school and North Shore community. Without Olelo's facilities and staff, many students would not have the opportunity to reach a higher level in the use of professional equipment and editing software. Through such experiences as Capitol Commentary, youth exchange, and many community based events, students have gained real-world skills in interviewing, filming, and speaking with many of our state's leaders. Many students have attended Olelo's media courses and have been certified, affording them the use of Olelo's equipment and facilities. Olelo has always been supportive and provided a safe learning environment for our students, as well as other members of the Ko'olauloa community. As an instructor, I fully support any and all improvements and growth of Olelo--namely removing funding caps, in order to transition to more modern and efficient technologies. Olelo is an important part of Ko'olauloa which I hope will be with us for many generations to come.

Sincerely,
Mrs. Debra Barenaba
Kahuku High & Intermediate School

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*****
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CABLE DIVISION
COMMERCE AND CONSUMER AFFAIRS
2012 MAR 30 A 9:55
A___E___P___S___
FILE



Don Sand
<dsand@olelo.org>
03/29/2012 06:18 PM

To "cabletv@dcca.hawaii.gov" <cabletv@dcca.hawaii.gov>,
cc
bcc
Subject DCCA testimony from Don Sand

Mahalos for your attention to our Manao',

I'm a media teacher that works in the DOE and in after school enrichment youth programs.

I have been working with youth on Oahu for four years. The first two years I've worked With Olelo and Oleo producers to give voice to 'at risk children in homeless shelters".

In the last two years I've worked with the Media Teacher at Kahuku. Olelo supports our class and students with a full range of digital media equipment, training and mentorship.

Olelo Kahuku has been the leader and support for giving the Koolauloa Moku a media Platform and I believe they were responsible for 80% of all great media teaching, and media voice done for our community in the last year.

Mahalo,
Don Sand
Cell 808-428-1572



Christian Wilson
<christian.wilson@gmail.com
>

03/29/2012 10:42 PM

To cabletv@dcca.hawaii.gov,
cc
bcc
Subject Please support Olelo's application to the DCCA

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 30 A 9:55

A___E___P___S___

FILE

I have been involved with 'Olelo Kahuku for over 10 years. They have provided invaluable technical resources for my daughters and myself. 'Olelo has provided us a means to communicate our voice. My daughters have received scholarships and many opportunities from the videos they produced and had distributed through 'Olelo. Please continue to extend this great service in Kahuku to more students and our communities. I can't afford to drive to town now, especially with the high gas prices, so please maintain 'Olelo at Kahuku.

Mahalo,

Christian Wilson
372-6223



"Richard Knox Sr."
<richknoxsr@gmail.com>
03/30/2012 02:52 AM

To <cabletv@dcca.hawaii.gov>,
cc
bcc
Subject 'OLELO (written) TESTIMONY

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 30 A 9:55

A___E___P___S___

Was to be presented at the DCCA board meeting on 3/29/12

My name is Richard Knox, Sr. I am an 'Olelo producer of the show entitled, "FAITH FACTOR." I am a retired Nuclear Physicist turned Pastor of a small Christian church in Kaneohe. My wife, Vickie Knox, co-pastors with me and has her own show entitled, "MATTERS OF THE HEART."

Thank you for the opportunity to allow us to offer a brief testimony of how 'Olelo has benefited us and the local community here on Oahu.

Both my wife and I produce shows that regularly make use of their 'mini-studios' which are well-suited for the 'inspirational shows' we host.

There is a sizable Christian community in Hawaii and many folks desire to hear Bible truths and serve Christ.

As pastors, our commission is to do our best to touch the lives of *hurting* people who feel they need God's love and assistance.

'Olelo has made it possible for our small church to reach thousands of people who will not or cannot attend church.

Our efforts have been to offer messages of encouragement, hope and salvation for those who have no hope, both on and off the air, by way of our biblically inspired programs for the last 7 (seven) years.

We, ourselves, personally enjoy the variety of multi-cultural presentations on 'Olelo cablecasts.

Most programs are of interest to us including the political, educational and social. We, like so many locals and visitors, see a deeper cross-section of real-life throughout the Islands by means of 'Olelo.

It's interesting to see what young people are doing at their schools. It's also inspiring to see them so enthralled to learn the fundamentals of TV production, in general. They are so entertained and fortunately involved with activities that can lead to a possible life-time career in video productions.

The inside news of many Island events is intriguing especially to realize that much of Island news will <u>not</u> appear in your local newspapers or on the internet.

It's great to hear so many different viewpoints, even the biased opinions, of those interviewed on informative social programs.

'Olelo's training programs are offered by competent instructors who capably assist the clients and are, above all, friendly and patient with slower learners. All of these factors make 'Olelo and the production efforts to be a credit and worthwhile adjunct to Island activities.

Blessings,

Pastors Richard & Vickie Knox
Ohana Haven Ministries
Kaneohe



Larson Medina
<larson1971@yahoo.com>

03/30/2012 07:10 AM

Please respond to
Larson Medina
<larson1971@yahoo.com>

To "cabletv@dcca.hawaii.gov" <cabletv@dcca.hawaii.gov>,
cc
bcc
Subject Testimony for Olelo

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 30 A 9:56

A___E___P___S___

I am a Recreation Specialist for the State of Hawaii at the Womens Community Correctional Center. Under the direction of my Warden Mark Patterson, we partner with Olelo to provide editing and production services to the community. The inmates learn a valuable skill while being a part of the community. This is a win-win situation for us. Please feel free to call me @772-8042 if you require any additional information. Thank you.

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 30 A 9:55

A E P S

FILE

Free expression in society is a key indicator of popular health.

Olelo programs have helped, entertained and discussed issues of importance to local residents. These programs have also allowed its contributors to expand and broaden their horizons in the area of communication, to reach out and engage others.

By limiting PEG access funding, the State of Hawaii will also be limiting the free expression of local voices.

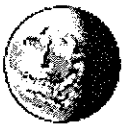
Local residents are recognizing the importance of Olelo Community Media and thus this organization continues to grow. If funding is capped, it will be very difficult for Olelo to address and meet the community's communication needs.

Funds are collected from cable subscribers for the purpose of supporting public, educational and government access. These funds should only be used for that purpose and not diverted to other programs. Furthermore, cable subscribers should not have to bear the burden for creating a broadband initiative.

Support of artists in the community should be continued broadly because without artists, there is no community.

Thank you.

Jacob Kamhis



"jkrazz7@yahoo.com"
<jkrazz7@yahoo.com>
03/30/2012 03:53 AM

To cabletv@dcca.hawaii.gov,
cc
bcc
Subject Testimony in support of Olelo

1 attachment



Testimony-HB2874.docx

Attached is my testimony in support of Olelo's application.

Thank you,

Jacob Kamhis

THE LEAGUE
OF WOMEN VOTERS OF HAWAII

PUC DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 30 A 9:55

A___E___P___S___

FILE___

Ms. Keali'i S. Lopez, Director
Department of Commerce and Consumer Affairs
P.O. Box 541
Honolulu, HI 96809

Dear Ms Lopez,

The League of Women Voters of Hawaii and the League of Women Voters of Honolulu enthusiastically support 'Olelo Community Media's application to provide Public, Educational and Government access services and cable channel management for Oahu.

As 'Olelo's application to continue to be the PEG provider amply shows, from its modest beginning in 1989, 'Olelo has not only expanded its facilities to include Community Media Centers located in school campuses throughout Oahu, and modernized its equipment, and made other improvements, and has gathered a professional staff which is committed to serving the community, and has plans to keep up with technological improvements making it a model provider of leadership in innovative initiatives to improve the public's acccess to the means for public expression.

While still a comparatively fledgling community media center, 'Olelo began a pilot program of cablecasting some of the legislative proceedings, hearings and floor sessions and for the first time, people who could not be at the capitol at all hours were able to view some of the proceedings. We participated in the evaluation of that two-year pilot and helped in the drafting of recommendations, including what to consider in the selection of the proceedings to air. At the same time, we were busy pursuading the legislature to continue the program after the two years. While still leaving much to be desired, this program has done much to demystify the process of enacting laws. We owe the adoption of this program to 'Olelo's initiative via the 2-year pilot.

The League of Women Voter's involvement with 'Olelo goes way back when Oceanic allowed us to produce weekly shows using our own crew who learned the craft by hands-on experiencing when the simple equipment allowed such learning. After a long hiatus, LWV Honolulu has resumed its monthly presentations.

We also got involved in 'Olelo's program, "Candidates in Focus" , from its beginning when this station got together volunteers it had trained and asked us to provide people to guide the candidates through the process of preparing to be taped with their messages, learning to use the teleprompter, and after the individual taping sessions to view the takes and select the best. This program has endured and improved, and today, with viewers' ability to view the tapes on demand, its usefulness has multiplied.

In our organization's efforts to "Make Democracy Work", 'Olelo has been like a partner, allowing us to reach people with information from experts and people dedicated to improving the way our government works, or pros and cons on issues to help viewers make their own decisions on these issues.

49 South Hotel Street, Room 314, Honolulu, Hawaii 986813 Ph. (808) 531-7448 Fax (808) 599-5669
Website: www.lwv-hawaii.com email: voters@lwv-hawaii.com

THE LEAGUE
OF WOMEN VOTERS OF HAWAII

Knowing that our audiences for different programs, be it candidate debates, forums, conferences, demonstrations, etc. will not be limited to those able to attend a given event on that particular date, gives us incentive to put time, effort and resources into planning and preparing for them. In the last decade, it was with 'Olelo's help that we were able to air our Conference on Judicial Independence, and our series of events designed to help you decide whether you should vote for a constitutional convention or not. This included some forums made up of panels on environment, on native Hawaiian on issues, education and business, a forum on constitutional conventions, and a debate on whether we needed a ConCon first shown on KGMB. A biggie was the taping and airing of the pros and cons on the Akaka Bill co-sponsored with The Hawaii Institute for Public Affairs.

While League spends a great deal of time testifying at the legislature on proposed bills, we go into high gear the latter part of the election year. Voter service becomes our main focus, and we plan forums on ballot issues, sponsor debates and forums for different races, besides doing our registration drives, taking calls from the public on questions like "How do I know if I'm registere?" Much of what we do is made possible by 'Olelo.

'Olelo also concentrates on programs geared to helping voters as a public service, a service available nowhere. Giving candidates the ability to reach their constituents in addition to wearing out shoe leather, is beneficial to candidates and voters alike. Aslo demonstrations on what a ballot looks like, how to mark the ballot, how to run it through the counting machine, etc., sponsored by the Elections Office is almost a necessity. 'Olelo provides services a commercial station cannot.

By using the initiative to provide programs especially during the elections season, alone or in partnership with others, 'Olelo provides services for all, individuals who produce and air their own shows, groups like the League who may or not have their own producers or depend on volunteers and sometimes the services of the professional staff, and those in the large majority of cable company customers who will never produce their own shows. This latter group, through their financial contributions through their cable companies help make possible the ability of others to access the means to disseminate their own messages: their thoughts, ideas, impressions, skills, views on issues ---whatever they want. The rest of us share the responsibilty to make sure that they are offered some programs that they enjoy or from which they will reap some benefits. We think 'Olelo is providing some of that.

We urge DCCA's selection of 'Olelo Community Media be granted the privilege of providing PEG access management and services.

Thank you,
Piilani Kaopuiki, Chair
Voter Service chair
LWV Honolulu

49 South Hotel Street, Room 314, Honolulu, Hawaii 986813 Ph. (808) 531-7448 Fax (808) 599-5669
Website: www.lwv-hawaii.com email: voters@lwv-hawaii.com

LWV <lwvhawaii@gmail.com>

03/29/2012 05:25 PM

Please respond to Voters@LWV-Hawaii.com

To cabletv@dcca.hawaii.gov,

cc

bcc

Subject Testimony on 'Olelo's Application

1 attachment

Letter to DCCA.doc

Sorry, I thought I had sent this earlier. Much to my chagrin I hadn't. Jean Aoki

--

League of Women Voters
49 South Hotel Street, Rm. 315
Honolulu, Hawaii 96813

Tel. 808 531-7448
Fax 808 599-5669

Visit us at www.lwv-hawaii.com
Contact us at Voters@LWV-Hawaii.com

A Non-Partisan Organization to Encourage Informed Citizen Participation in Government



Matthew Bernstein <magicbottles2003@yahoo.com>

03/29/2012 03:33 PM

Please respond to Matthew Bernstein <magicbottles2003@yahoo.com>

To "cabletv@dcca.hawaii.gov" <cabletv@dcca.hawaii.gov>,
cc "magicbottles2003@yahoo.com" <magicbottles2003@yahoo.com>
bcc
Subject Testimony

CABLE DIVISION
COMMERCE AND CONSUMER AFFAIRS
2012 MAR 30 A 9:55
A___E___P___S___
FILE

DCCA,

As a teacher in Hawaii it is perfectly clear that Olelo serves as a valuable communication tool to get unbiased news out. The level of professionalism in reporting may vary, though the intent to serve the public honestly is there. It is my belief that Olelo and it's educational channels, etc., provide useful programs that aid across the board in the growth of our communities.

Matthew Bernstein
Producer



"Victoria Cannon"
<vsc@hawaiiantel.net>

03/29/2012 04:04 PM

To <catv@dcca.hawaii.gov>,
cc
bcc
Subject

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 30 A 9:55

A___E___P___S___

FILE

Re Olelo - Lift the cap on their current funding, allow them to receive all funds to which they are entitled and keep PEG in place. If your folks really need help paying for IPADS for children for goodness sakes go to APPLE and ask them to help. We need the valuable services Olelo is providing for the adults who are trying to make better communites for us all.

Victoria Cannon
342-2018
Makakilo, Hawaii 96707

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 MAR 30 A 9:54
E P S
FILE

Mental Health America of Hawai`i

. . . Helping Hawai`i Live Life Well

1124 Fort Street Mall, Suite 205. Honolulu, HI 96813
Accessible Entrance: 67 South Pauahi off Bethel Ph. 808.521.1846
F: 808.533.6995 E: info@mentalhealth-hi.org W: www.mentalhealth-hi.org

Board of Directors
Mary Pat Waterhouse, *President*
John Zabriskie, *Treasurer*
Katherine Watanabe Bennett, J.D., M.S.W., *Secretary*
Chad Kovanagi, M.D., *Vice-President, Program*
Hon. Sandra Simms, *Vice-President, Development*
M. Pualani Kamauhu Basbas, *Vice-President, Maui*
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Kathleen Delahanty
Chuck Freedman
Ken Hipp
Linda Krueger, J.D.
Steven Nagata
Beth Naholowa`a Murph
Deane Neubauer, Ph.D.
Lenda Tabai, M.Ed.
Scott Wall, Hawai`i Certified Peer Specialist

Staff
Marya Grambs, Executive Director
Colleen Wallace, Maui Branch Director
Antonia Alvarez, M.S.W., Youth Suicide & Bullying Prevention Director
Brad DeCaires, Office Manager

March 29, 2012

DCCA Director Keali'i Lopez
Deputy Director Jo Ann Uchida
Cable Administrator Donn Yabusaki
Cable Television Division
Department of Commerce and Consumer Affairs
P.O. Box 541
Honolulu, Hawaii 96809

Dear Friends:

I am Executive Director of Mental Health America of Hawai`i, an organization dedicated to the promotion of mental wellness and the prevention and treatment of mental illness, which has been in existence for 70 years in Hawai`i. I am pleased to submit this testimony on behalf of Olelo's Application to Provide PEG Access Services.

We have had many years of positive experience with Olelo:

--Olelo has videotaped, and then shown multiple times on television, our many mental health educational seminars. These include programs on Preventing Youth Bullying and Cyberbullying; Understanding the Effects of War; Bipolar Disorder: the Battle for Balance; Post Partum Depression; Post Traumatic Stress Syndrome; Wellness in the Lesbian and Gay Community; Eating Disorders: the Most Life Threatening Mental Illness; Teen Suicide/Depression; and Myths and Facts of Schizophrenia.

--We have an annual Mental Health Mahalo Awards Luncheon, in which outstanding community, government, business, and advocacy awards are given. These events are enormously educational for the wider community; for example, business awards go to companies that hire mentally ill adults and thereby serve as role models for other businesses. Community awardees discuss the different issues on which they work-- elderly mental health concerns, traumatic brain injury, children's mental health, innovative mental health programs in the military, substance abuse, pre-school behavioral

problems, special needs children, etc. The advocacy awards go to individuals – adults and youth – who have mental illness and who are community advocates. They exemplify that people with mental illness can recover and become effective members of society.

--Olelo has also trained individuals with mental health challenges in video production. One of our former Board members, who is an individual in recovery from mental illness, was trained to be a video producer and ended up having her own interview program on Olelo on mental health, which is now celebrating its third anniversary!

Overall, I would like to emphasize how accessible, professional, and capable the Olelo staff have been in working with us on these important educational programs.

We believe Olelo is an significant instrument of community education on noteworthy, but often overlooked, issues. Because of Olelo, our educational programs go far beyond the 200 people in the audience.

Mental illness is not a "pretty" condition. There are no poster children for mental illness. It's scary, it's stigmatized, and people don't want to deal with it or get the help they need. Yet one in four people in our community are affected by mental illness. With Olelo's invaluable assistance, we are helping to break down stereotypes, reduce stigma, and get more people help.

Please let me know if you have any questions or need more information.

With Aloha,

Marya Grambs
Executive Director

"Marya Grambs"
<Marya@mentalhealth-hi.org
>

03/29/2012 03:07 PM

To <cabletv@dcca.hawaii.gov>,
cc
bcc
Subject RE: Application to Provide PEG Access Services Related to State of Hawai'i D&O No. 346".

1 attachment



Olelo letter of support.pdf

Please find testimony attached in support of Olelo's application. Thank you.

With Aloha,

Marya Grambs, Executive Director
Mental Health America of Hawai`i
...Helping Hawai`i Live Life Well
1124 Fort Street Mall, Suite 205
Honolulu, HI 96813
P: 808-521-1846
F: 808-533-6995
email: marya@mentalhealth-hi.org
web: www.mentalhealth-hi.org

Samuel Wilder King Intermediate School

Vision: *Students will be prepared to contribute to the future; build positive relationships by being Respectful, Responsible, Resourceful and Resilient.*

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 MAR 30 A 9:54

A___E___P___S___
FILE___

To: DCAA Director Keali'I Lopez
Deputy Director Jo Ann Uchida
Cable Administrator Donn Yabusaki

Date: March 29, 2012

From: Pamela Kino, School Programs Counselor
S.W. King Intermediate School, Kaneohe, Hawaii

RE: Application to Provide PEG Access Services Related to State of Hawaii D&O No. 346

As a school counselor at King Intermediate School and life-long community member of Kaneohe, I positively support the mission of Olelo. They have been an invaluable resource to our school and students in sharing their facilities and knowledge with our young media students. In the community, they are a familiar presence at our children's May Day programs, school fairs, and community activities. Olelo's continuing mission of giving a voice to our citizens is essential to build a thriving Windward community. The opportunity to freely share one's message is the beauty and cornerstone of a healthy democratic society.

I have had the good fortune to recently take their video production class at their studios on our school campus. It was a very informative and well-organized class taught by skilled Olelo professionals. Video production, filming and editing were covered and the knowledge was made understandable to even the most novice user. This class was offered at no charge to King Intermediate staff which is much appreciated as we educators try to keep our skills updated so that we can better engage with the media savvy teens in our classrooms.

As a viewer, school partner and user of Olelo services, I whole-heartedly support their mission and future work with our community. I hope through adequate funding they are able to continue to support the public schools, provide information to citizens on government issues, share community events, and expand the community's access to their equipment and facilities.

I extend my support to your efforts to keep Olelo alive and well in our community.

Pamela_Kino/KING/HIDOE@
notes.k12.hi.us
03/29/2012 12:14 PM

To cabletv@dcca.hawaii.gov,
cc windward@olelo.org,
Sheena_Alaiasa/KING/HIDOE@notes.k12.hi.us
bcc
Subject RE: Application to Provide PEG Access Services related to State of Hawaii D&O No. 346

1 attachment



Olelo Letter of Support.pdf

Attached is my letter of support for Olelo.
Thank you for your consideration.
(See attached file: Olelo Letter of Support.pdf)

Pamela Kino, School Programs Counselor
S.W. King Intermediate School
46-155 Kamehameha Hwy.
Kaneohe, Hawaii 96744
Ph. 233-5727, ext. 231
FAX: 233-5747
pamela_kino@notes.k12.hi.us

Visit "King Connections," our online newsletter:
http://kingconnections2011.blogspot.com/

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*****
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****
*****



"Rodlyn"
<rodlynb@juno.com>
03/29/2012 12:02 PM

To cabletv@dcca.hawaii.gov,
cc
bcc
Subject PEG

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 30 A 9:54

A___E___P___S___

FILE___

I have used the local Olelo Station in Waianae many times over the past 11 years to get out the message on many important issues of our community. I really expect that same benefit to be available for the next 20 plus years. It is one of the few ways that we can get the message of the Waianae Coast to the people that need the information. Please continue to allow us this priviledge by continueing to give the PEG to all of the Olelo Network Staions.

"Life isn't about waiting for the storm to pass.....It's about learning to dance in the rain."
Mahalo & Aloha, Rodlyn Brown



Andy_Cole/WAIALUAH/HIDOE@notes.k12.hi.us

03/29/2012 11:40 AM

To cabletv@dcca.hawaii.gov,

cc

bcc

Subject 5pam:Support for Olelo

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 30 A 9:54

A___E___P___S___

FILE

To whom it may concern

I support Olelo Public TV for the following reasons:

Community Media Centers around the island are the best way to make services accessible to the most people – especially in rural areas like the North Shore. Keep Community Media centers as outlined in Olelo's application.

Support the transition to tapeless HD technology – remove the funding cap so Olelo can continue this absolutely necessary transition to current technology .

Support Olelo's plan to increase live broadcast and streaming capabilities (remove the funding cap!)

Support Olelo's plan to improve remote communication, training, and program submission via the internet. Even more people can participate with web based training and program files being sent over the internet instead of having to drive to Honolulu or even to the post office.

A.Cole

Waialua High & Inter. School

****
*****
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For more information please visit http://www.symanteccloud.com
****
*****



"Lee Eisenstein"
<lionel@cruzio.com>
03/29/2012 11:17 AM

To cabletv@dcca.hawaii.gov,
cc
bcc
Subject Expand Olelo's Budget

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 30 A 9:54

A___E___P___S___

FILE_____

Aloha,

Increase Olelo's budget and scope. We, the people, deserve independent, first rate, public and community TV.

Some good programming aside, commercial, profit driven TV is to a large extent, crap.

Expand Olelo.

Aloha,
Lee
<http://members.cruzio.com/~lionel/dreamerdemo.htm>



<twalker003@hawaii.rr.com>
03/29/2012 11:07 AM

To catv@dcca.hawaii.gov,
cc
bcc
Subject

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 30 A 9:54

A___E___P___S___

FILE_____

My name is Terry Walker and I tape at the Wahiawa Olelo Center at Leilehua High School. As a pastor and a citizen I am using my right to free speech and am very grateful to the staff at Olelo who make it very easy to do this. With so much of cable and networks being regulated, and mostly for the good I might add, Olelo reminds me of our constitutional rights to speak as we are impassioned to do without restraint. Personally I find Olelo broadcasting a refreshing change from what is aired on the many other stations in that I can listen to citizens much like myself who are doing their part to contribute to the betterment of our communities.

Much of what is on TV focuses on the "mainland" style of living, but Olelo's focus is about what's going on right here in our state. I hope that you consider my request that Olelo's application for renewal be accepted and also that the funding cap be removed in order that the HD upgrade may be completed.

Thank you for your time and consideration.

Sincerely,

Pastor Terry Walker
The Lord's House Pentecostal Church
136 Wilikina Drve
Wahiawa, Hawaii 96786

(808) 621-5989

NEIL ABERCROMBIE
GOVERNOR

JODIE MAESAKA-HIRATA
DIRECTOR

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS
2012 MAR 31 A 10: 27
A E P S
No.
FILE

MARK PATTERSON
WARDEN

MILTON KOTSUBO
OFFENDER SERVICES
ADMINISTRATOR

THOMAS EVANS
CHIEF OF SECURITY

STATE OF HAWAII
DEPARTMENT OF PUBLIC SAFETY
WOMEN'S COMMUNITY CORRECTIONAL CENTER
42-477 Kalanianaole Highway
Kailua, Hawaii 96734

March 30, 2012

My name is Mark Patterson. I am employed by the State of Hawaii, Department of Public Safety as the Warden of the Women's Community Correctional Center (WCCC) in Kailua. I am here in support of Olelo Broadcasting and their application to provide PEG access service.

In a unique Government partnership, 'Olelo Broadcasting has been working with WCCC in providing media technical training for incarcerated female offenders. The first step was to teach the women about the equipment and how to use them. The women were then used to film their own production on issues such as substance abuse and domestic violence. Soon thereafter female offenders with minimum custody status, after receiving training, have been utilized to film events within the community whenever Windward Media needed volunteers. Medium custody female offenders who are unable to leave the facility have been taught how to edit and produce the community video for production. This partnership has added to WCCC's ability to provide opportunities for the female offenders that assist in the internal changes that is needed for them to stay out of prison. We can already show that women who have received 'Olelo training and have been released continue to maintain contact with 'Olelo as volunteers.

It is our combined hope that a media center can be opened within the walls of WCCC that can serve the immediate surrounding area of East O'ahu. We continue to foster relationship and partners for creative funding to allow this to happen.

I believe this partnership is still in its infancy and the potential for so much more growth is just around the corner. What is significant about the relationship between WCCC and 'Olelo is that an often neglected portion of our society is slowly gaining momentum to have their voice heard in mainstream media that in the long run will force us to look at the societal issues that bring women to prison. The courage and hindsight of the 'Olelo leadership is remarkable and for this I am asking for your continuing support of their program.

Mark Patterson
Women's Center Warden

kamuela vance
<kamuela_vance@yahoo.com>
03/30/2012 07:40 PM

To cabletv@dcca.hawaii.gov,
cc
bcc
Subject I support Olelo

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 31 A 9:32

A___E___P___S___

FILE___

I support OLELO and oppose Time Warner

„Ōlelo is requesting additional operating funds in order to eliminate shortfalls without reducing services. For a number of years expenses have exceeded revenues. These annual shortfalls are reflected as negative "change in net assets" in our financial reports of (-$723,215) in 2008; (-$590,402) in 2009; and (-$404,907) in 2010. These large losses were due to increased expenses such as healthcare insurance, ground lease rent, and electricity costs. During that same period „Ōlelo staff has been downsized through a combination of layoffs and attrition. A number of key positions are currently unfilled, including Traffic Manager, Playback Manager, IT Manager, and Chief Operating Officer.
Remaining staff has also been affected. Other than limited promotional increases, „Ōlelo staff have not received pay raises in 4 years. During the same period they□ve been required to contribute more towards family healthcare coverage. Additionally, „Ōlelo□s contributions to the companysponsored
retirement plan has been reduced in recent years to just 1% of salary. At this level of contribution, our staff will not have adequate savings when they retire.
The persistent shortfalls have resulted in the reduction in nonrestricted
investments from $3.6 million in 2008; to $3.1 million in 2009; and to $2.4 million in 2010. These investments represent reserves intended to provide a financial cushion for „Ōlelo to withstand any major disruption in funding or extraordinary expenses. The year-end 2010 level represents less than 6 months of annual expenses. „Ōlelo believes that keeping approximately 6 months of reserve funding is prudent.
The estimated 2012 AOFs will continue this shortfall trend. The requested increase in funding is intended to ensure revenues equal or exceed expenses. Without the increase „Ōlelo will be forced to consider eliminating services, closing media centers and further reducing staff. For its part, „Ōlelo has been supplementing AOFs through expanded pursuit of donations, fees, and grants; these supplemental funds have been considered in our request for the increasing the AOFs.



irma zelada
<condorexpress2002@yahoo.com>

03/31/2012 12:37 AM

Please respond to irma zelada <condorexpress2002@yahoo.com>

To "cabletv@dcca.hawaii.gov" <cabletv@dcca.hawaii.gov>,
cc IRMA RAMIREZ-HELGUERO <vr_financialsvcs@yahoo.com>, olelo <olelo@olelo.org>
bcc
Subject olelo testimony

CABLE DIVISION
COMMERCE AND CONSUMER AFFAIRS
2012 MAR 31 A 9:32
A___E___P___S___
FILE___

To Whom It May Concern:
I will like to request the cooperation of keeping Olelo's Public TV for the Good of the people
As I represent the Spanish Comunity I have seeing the need to transmit our cultural events and empowering the women of Hawaii; I have learned from the other TV producers their reaching and
teaching true this media.
In Hawaii we are all forigners coming together with the aloha spirit learning one with another's ways of leving respecting our backgrounds and race; Here in Hawaii we all look at each other as one group when comes to partake the beauty of this Islands, we all learned as soon as we arrive the Aloha word which means Love,Hello,Goodbye.I am very greatfull to the staff and administrators of Olelo for their dedication to this" We The People Free Speach" which no other state has accomplished to have.
I have produce shows since 1995 started with Mr Luis Ortiz a progran call Angulos Hispanos then he left and I started my own show call Women for Success, changed latter to Empowered women.
I have done it with joy and knowing that my community is looking forward to see this program.
Please, help us to keep our voices to our community and be the best Public TV for " We The People"
in the Nation.

Respecfully,

Irma V Ramirez-Helguero
Empowered Women,Show
(808)348-2548



"Raymond Arancon"
<rarancon@hawaii.rr.com>
04/01/2012 10:51 AM

To <cabletv@dcca.hawaii.gov>,
cc
bcc
Subject 5pam:re: 'Olelo PEG app

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -2 A 8:44

A E P S
FMT

The 'Olelo PEG application must be approved and perhaps strengthened. Why? Because 'Olelo provides/assists the Hawaii government as well as its peoples to:

Enhances transparency in the Hawaii government system and thusly informs the public of the actions within the government legislature, etc. And most of all, it provides the people of Hawaii a forum and means to express their freedom of speech and demonstrate their cultures/beliefs.

It is for these most profound reasons that 'Olelo must be supported/sustained in Hawaii.

Raymond Arancon
Retired pipefitter(Civil Service)



David Jones
<isofdavid@gmail.com>
04/01/2012 11:20 AM

To cabletv@dcca.hawaii.gov,
cc
bcc
Subject PEGG access

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -2 A 8:44

A___E___P___S___

FILE

I am so proud to be a part of Olelo and all who honor the importance of this awesome Voice we have. May we come together as one to protect and grow as one powerful voice. Let us not take anything for granted as we move forward teaching the comeing generations the importance of a powerful Voice. Mahalo, and much Aloha to all. May God bless and keep us all(" David Jones

JONATHAN LOTT
<lottj001@hawaii.rr.com>
04/01/2012 07:53 PM

To cabletv@dcca.hawaii.gov,
cc
bcc
Subject 'Olelo

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 APR -2 A 8:44

A___E___P___S___

FILE

I support their application. They provide a valuable and essential service in the name of freedom and democracy. They also train and encourage our citizens in the modern way to be a participant in society. It would be foolish to NOT support them.

respectfully, Mahalo for your consideration

Jonathan Lott, Farrington High School teacher and private citizen

Ivy West
<ivywest@hawaii.rr.com>
03/29/2012 12:10 AM

To <cabletv@dcca.hawaii.gov>,
cc
bcc
Subject RELATED TO 'ŌLELO'S APPLICATION TO PROVIDE PEG ACCESS SERVICES ON O□AHU

CABLE DIVISION
COMMERCE AND
CONSUMER AFFAIRS

2012 MAR 29 P 4: 34

A___E___P___S___

FILE

I have television shows that I produce for the education of the public on various topics. This is very important to keep for Olelo's operation and staffing..Sincerely Ivy West

„ŌLELO COMMUNITY MEDIA□S RESPONSE TO THE DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
FIRST REQUEST FOR INFORMATION

RELATED TO „ŌLELO□S APPLICATION TO PROVIDE PEG ACCESS SERVICES ON O□AHU
December 22, 2011

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1. Financial audit. The Applicant refers to an independent audit conducted by N&K CPAs of its 2010 financial statements on page 17 of its October 25, 2011 "Application to Provide PEG Access Services" ("Application"). Please provide a copy of this audit to DCCA for public review. If the Applicant believes that it previously submitted a copy of the audit to DCCA, please confirm the submission date.

„Ōlelo Response:
The 2010 Financial Audit by N&K is attached as Appendix A. Our records indicate that this was originally submitted to the DCCA on June 6, 2011.

2. Viewership Survey. The Applicant refers to a viewership survey conducted in May 2011 by Ward Research on page 22 of its the Application. Please provide a complete copy of this viewership survey to DCCA for public review.

„Ōlelo Response:
The May 2011 Viewership Survey conducted by Ward Research is attached as Appendix B.

3. Proposal for PEG Access Services to PEG Institutions and Governmental Entities.

a. The Applicant proposes to continue providing PEG access services for O□ahu that it provides today on page 47 of the Application. For 2011, the Applicant received $4,726,482 in Access Operating Fees ("AOFs") for the provision of these services. For 2012, it is anticipated that the Applicant will be paid $4,887,182 in AOFs for the provision of these services. However, under Funding Scenario I on page 52 of its Application, the Applicant is seeking $5.2 million in year 1 in AOFs. This amount exceeds the Applicant□s 2011 AOFs by $473,518 and the Applicant s estimated 2012 AOFs by $312,818. Please provide a detailed explanation as to why the Applicant should receive more AOFs under a new contract.

„ŌLELO COMMUNITY MEDIA□S RESPONSE TO DCCA□S FIRST REQUEST FOR INFORMATION
RELATED TO „ŌLELO□S APPLICATION TO PROVIDE PEG ACCESS SERVICES ON O„AHU

December 22, 2011

„Ōlelo Response:
„Ōlelo is requesting additional operating funds in order to eliminate shortfalls without reducing services. For a number of years expenses have exceeded revenues. These annual shortfalls are reflected as negative "change in net assets" in

our financial reports of (-$723,215) in 2008; (-$590,402) in 2009; and (-$404,907) in 2010. These large losses were due to increased expenses such as healthcare insurance, ground lease rent, and electricity costs. During that same period „Ōlelo staff has been downsized through a combination of layoffs and attrition. A number of key positions are currently unfilled, including Traffic Manager, Playback Manager, IT Manager, and Chief Operating Officer.

Remaining staff has also been affected. Other than limited promotional increases, „Ōlelo staff have not received pay raises in 4 years. During the same period they□ve been required to contribute more towards family healthcare coverage. Additionally, „Ōleloi s contributions to the company-sponsored retirement plan has been reduced in recent years to just 1% of salary. At this level of contribution, our staff will not have adequate savings when they retire.

The persistent shortfalls have resulted in the reduction in non-restricted investments from $3.6 million in 2008; to $3.1 million in 2009; and to $2.4 million in 2010. These investments represent reserves intended to provide a financial cushion for „Ōlelo to withstand any major disruption in funding or extraordinary expenses. The year-end 2010 level represents less than 6 months of annual expenses. „Ōlelo believes that keeping approximately 6 months of reserve funding is prudent.

The estimated 2012 AOFs will continue this shortfall trend. The requested increase in funding is intended to ensure revenues equal or exceed expenses. Without the increase „Ōlelo will be forced to consider eliminating services, closing media centers and further reducing staff. For its part, „Ōlelo has been supplementing AOFs through expanded pursuit of donations, fees, and grants; these supplemental funds have been considered in our request for the increasing the AOFs.

b. On November 15, 2011, DCCA received the Applicantt s November 14, 2011 letter transmitting its proposed 2012 Operating Budget (see, Attachment "A"). In its Operating Budget for 2012, the Applicant anticipates that it will expend $5,563,770 to provide PEG access services. However, the Applicant□s letter indicated that it would be working on increasing revenues and reducing costs. Assuming that the Applicant receives the AOFs requested under its Funding Scenerio I, please explain how the Applicant intends to make up the shortfall between the amount of revenues ($5.2 million) it will receive and its projected expenses ($5,563,770) for 2012.

„Ōlelo Response:
In addition to AOFs, „Ōlelo has developed other sources of income that are used to advance our mission. The two primary sources are tenant rents and common area maintenance payments for space leases on portions of our building in Māpunapuna. We also receive interest income from the investments of our operating and capital reserve

funds. Unfortunately, the current low interest rate environment and our declining reserve funds have impacted interest income.

Also included in our projections are monies received from donations, training fees, grants, Youth Xchange sponsorships, and miscellaneous other sources. We are making a concerted effort to increase revenues from these sources, but currently these are not significant. Cumulatively, all these above mentioned revenues are budgeted to make up the operating shortfall.

c. PEG Access Channel Management, page 47. In its 2010 Annual Activity Report dated February 28, 2011 (see, Attachment "B"), page 1, the Applicant reported the following:
Sector Total hours of First Run Programming

	2007	2008	2009	2010	2011 (projected)
Public	4,076.45	4,473.92	4,549.05	4,942.78*	5,083**
Government	1,562.23	1,165.75	1,333.17	1,217.85	
Subtotal	5,638.68	5,639.67	5,882.22	6,160.63	

*Average # of public hours – 4,510.55

**Application on page 26

However, on page 47 of the Application, the Applicant proposes to produce a minimum of 4,000 local, first-run program hours for cablecasting annually which is significantly below the amount produced over the past two years and the amount projected for 2011. Please explain the difference in the Applicantc s proposed minimum for local first-run program hours with its actual performance over the past four years.
„Ōlelo Response:
The 4,000 hours of local, first-run programs that are proposed in „Ōlelo□s application is meant to express a minimum expectation that we believe the State should expect any PEG provider on O„ahu to be able to maintain. „Ōlelo looks forward to sustaining the growth we have managed in local program hours over the years. That being said, it is prudent to set this multi-year contract standard based on an amount of program hours that still demonstrates robust participation in community access but not tie a set number of hours to program goals which may fluctuate from year to year.

d. PEG Access Channel Management, page 47. The Applicant proposes to work with government entities or their contractors and cablecast hearings (e.g., legislative hearings) live.
i. Identify which types of government hearings the Applicant plans to cablecast live.
„Ōlelo Response:
Current partnerships with government cover State Legislature and City Council meetings at the Capitol and Honolulu Hale, respectively. Increased funding would permit expanding coverage to include Council or Legislature meetings at other venues on O„ahu.

„Ōlelo intends to work with all branches of government including City, State, Federal, Administrative, Legislative and Judiciary to expand hearing coverage.

ii. What specific governmental entities will have its hearings cablecast live by the Applicant?

„Ōlelo Response:
„Ōlelo proposes that consultation first occur with the government entities to determine a proper distribution of G-budgeted resources (25%). Examples of the governmental entities that may be served are detailed in „Ōlelo□s application, page 50.

iii. Specify the number of hearings and/or hours of live hearings that the Applicant intends to cablecast on a live basis?

„Ōlelo Response:
Increasing „Ōlelo□s funding by $1.8 million and dedicating 25% ($450 thousand) to Government purposes, when added to the amounts appropriated by the City Council and Legislature for their existing contracts, will more than double the total number and/or hours of live hearings.

e. PEG Access Facilities and Equipment Management, page 48. In its Application, the Applicant states that it will continue to provide and maintain equipment for use by the State Legislature, City and County of Honolulu Administration, and Honolulu County Council.

i. Please clarify whether the Applicant intends to replace old or broken equipment with new equipment as needed for use by the State Legislature, City and County of Honolulu Administration, and Honolulu County Council?

ii. Will the cost for replacement and upgrades be included within the scope of the contract negotiated?

„Ōlelo Response:
„Ōlelo intends to replace and maintain equipment in use by State Legislature, City and County of Honolulu Administration, and City Council. „Ōlelo believes this equipment is covered in the DCCAn s assessment of capital needs for the government portion of PEG. The cost for replacement and upgrades has historically been included in the scope of the capital funding provided by Oceanic Time Warner Cable. The normal replacement schedule of equipment is accounted for in our long-term capital funding plan, which is currently subject to

arbitration with Oceanic Time Warner Cable. The amount and timing of any equipment replacement is therefore dependent on the arbitration outcome.

f. PEG Access Facilities and Equipment Management, page 48. In its Application, the Applicant states that it will continue to partner

with Hawaii State DOE by providing video production equipment at on-campus locations.
i. Please clarify whether the Applicant intends to replace old or broken equipment with new equipment as needed for use by the schools at their on-campus locations?
ii. Will the cost for replacement and upgrades be included within the scope of the contract negotiated?
„Ōlelo Response:
„Ōlelo intends to replace and maintain equipment in use by existing CMC locations at partner DOE schools. „Ōlelo believes this equipment is covered in the DCCA□s assessment of capital needs for the educational portion of PEG. The cost for replacement and upgrades has historically been included in the scope of the capital funding provided by Oceanic Time Warner Cable. The normal replacement schedule of equipment is accounted for in our long-term capital funding plan, which is currently subject to arbitration with Oceanic Time Warner Cable. The amount and timing of any equipment replacement is therefore dependent on the arbitration outcome.
g. Video Production Training, page 48. The Applicant proposes to continue to provide video production training to no fewer than 200 members from the general public annually from basic training through advanced courses. The Applicant also proposes to provide video training to no fewer than 200 students through its CMCs as well as through online media enrichment programs. However, on page 3 of its 2010 Annual Activity Report dated February 28, 2011 (see, attached), the Applicant reported that 1,515 students in 2009 and 1,091 students in 2010 completed training and received certifications.
i. Please explain the difference in the number of students trained annually in 2009 and 2010 by the Applicant, and the number of students the Applicant proposes to train each year under a new contract. Why is there a significant difference in these figures?
„ŌLELO COMMUNITY MEDIA□S RESPONSE TO DCCA□S FIRST REQUEST FOR INFORMATION RELATED TO „ŌLELO%S APPLICATION TO PROVIDE PEG ACCESS SERVICES ON O„AHU

December 22, 2011

Ōlelo Response:
Beginning in 2011, „Ōlelo changed the way it offers classes and issues certifications. In the past, „Ōlelo provided classes on an ala-carte basis and issued individual certifications to students per class type. Beginning in 2011, „Ōlelo revised its basic production class curriculum and now offers the basic class as one comprehensive introduction to all productions areas (producer, camera and editing). This will result in one certification which covers all three areas rather than the three separate certifications that were previously received by students enrolled in Producer, Camera and Edit classes. The figure provided in the 2010 Annual Activity Report notes that 237 students were certified as Producers in 2010. „Ōleloe s proposed minimum of 200 certifications of members of the general public should be reviewed within this context.

As previously stated in response to question 3 c, „Ōlelos s application is meant to express a minimum expectation that we believe the State should expect any PEG provider on O„ahu to be able to maintain. „Ōlelo looks forward to continuing our training program and

has invested in the development of improved curriculum and staff training so that enrolled community members have the benefit of an excellent training program. We continue to believe it is prudent to set this multi-year contract standard based on an amount of trained students that demonstrates robust participation in community access rather than tie a fixed number of certified individuals to training goals which may fluctuate from year to year.
ii. For each of the past 5 years, specify the number of students who received training, completed training, and received certifications from the Applicant.
„Ōlelo Response:
This information is available in „Ōleloh s Annual Reports to the DCCA. The following table summarizes the information previously provided in those reports:

Class Name	Total Number of Enrolled Students					Total Number of Students that Completed and received Certifications				
Year	2006	2007	2008	2009	2010	2006	2007	2008	2009	2010
Mini Camera	526	521	604	503	409	392	305	461	436	367
Final Cut Pro	517	530	531	595	472	363	319	439	512	405
Producer	476	542	536	477	367	281	329	409	406	237
Feather Pack	203	123	191	73	74	197	106	161	73	67
EFP/Van	6	12	8	32	0	6	12	8	32	0
Studio	88	33	30	60	18	99	38	19	56	15
Total Instances	1816	1761	1900	1740	1340	1338	1109	1497	1515	1091

h. Community Outreach, page 48. In its Application, the Applicant states that it will continue to provide its services at multiple locations throughout O„ahu as appropriate to accomplish "this diversity." Specify the minimum number of locations in each of the next five years where the Applicant intends to provide PEG access services.
„Ōlelo Response:
Currently, „Ōlelo operates satellite media centers in Wai„anae, Waipahu, Wahiawā, Kahuku, Kaneohe, Pālolo, and at the State Capitol. These centers allow us to offer our services to diverse and geographically separated communities. It is our intention to keep all of these facilities open, and also to eventually serve the East Honolulu community. However, future plans depend on overall funding and costs associated with operating these facilities, as well as overall community usage.

It should be noted that centers at Leeward Community College and Windward Community College were relocated to Waipahu Intermediate School and King Intermediate School in large part to bolster community use. Similarly, we are planning to move from Jarrett Middle School located in Pālolo to Kaimukī High

School because clients will have a better and more conveniently located facility.

The State Capitol facility has its own unique circumstances. „Ōlelon s continued presence there is dependent upon the

availability of space and the desire of legislative leadership to have us continue to have a media center there.

In summary, because of future uncertainties in funding, expenses, and usage, we would prefer to not make a five-year commitment to a fixed number of locations. That said, it is our intention to increase rather than decrease community outreach.

i. In-House Productions, page 49. In its Application, the Applicant proposes to produce no fewer than 100 in-house production programs annually. Is there a minimum number of minutes that must be produced to qualify as a "program"? If yes, what is that minimum number?

„Ōlelo Response:

In-house productions include facilitated production as well as promotional videos which can range from 5 minutes to 2 hours. „Ōlelo s application reflects a minimum number of programs which will include programs generated from „Ōlelo services including Executive Productions and other Easy Access services. Programs generated by these services have a minimum of 15 minutes but usually range from 30 minutes to 2 hours.

4. Hawaii Educational Network Consortium (HENC). On page 49 of its Application, the Applicant proposes that 25% of the AOFs be earmarked for education; however, a portion of those funds will be designated for use by the Applicant for education-related programs. Please explain how this proposal differs from the Applicante s current funding to HENC. What is the Applicantg s intent regarding the education-related programs done or provided by the Applicant?

„Ōlelo Response:

In addition to HENCf s focus on traditional distance-learning, „Ōlelo proposes to use AOFs for expanding its classroom-based instruction in media literacy at „Ōlelo s six Community Media Centers, which are all hosted by DOE schools.

Under the current arrangement, 25% of AOFs that are received by „Ōlelo go directly to HENC. However, „Ōlelo provides support to Education well beyond revenue sharing. One way is through direct instruction to students at a number of schools. In addition to working directly with students, „Ōlelo staff has served as consultants to media teachers, advising them on equipment selection, workflow

issues and digital media instruction. In 2011, our staff worked with over 1,000 students at 25 schools, providing instruction and mentoring.

Another way „Ōlelo works with the Educational sector is through our Youth Capitol Commentary program, where students from all over O„ahu attend the opening day of the Legislature and interview elected officials and members of the public regarding issues of concern to the community. Entering its ninth year, this project incorporates instruction in media literacy, digital media technology and civics. In 2011, 78 students from 16 schools participated.

In addition to its work during the school year, each summer „Ōlelo provides summer media programs to students, partnering with other NPOs and the DOE. During the 2011 summer we held such programs at three locations and 45 students completed the training.

Another successful program is our annual „Ōlelo Youth Xchange, a statewide student video competition that began in 2003 to encourage dialogue among Hawai„i□ students on community issues. Participation has grown exponentially, making Youth Xchange Hawai„i□ largest and only issues-oriented student video competition in the State. More than a contest, Youth Xchange creates a way to engage, educate and empower students, providing them with a compelling voice for positive change and community well-being. This program is promoted in classrooms statewide, and in 2011 engaged over 2000 student and teachers in creating almost 600 entries on subjects ranging from bullying to recycling. Each year, an awards luncheon at the Ihilani hotel honors the best entries in several categories.

In its Application, „Ōlelo is requesting flexibility to use part of the AOFs to continue work on projects and training that benefit the Education sector. Additional funding would allow us to expand and improve the programs listed above. In addition, we would consult with education stakeholders prior to making any decisions. For example, we have met with several stakeholders including those involved in Early Childhood Education. This effort is being spearheaded by the Governort s Office and we would like to explore whether television could have a role in training parents, keiki or both. Flexibility to use part of the 25% AOFs share would allow „Ōlelo to continue to innovate and expand its successful Education programs.

„ŌLELO COMMUNITY MEDIA□S RESPONSE TO DCCA□S FIRST REQUEST FOR INFORMATION RELATED TO „ŌLELO□S APPLICATION TO PROVIDE PEG ACCESS SERVICES ON O„AHU

December 22, 2011

11

„Ōlelo- s involvement with schools has greatly benefited both students and faculty at a time when DOE funding cuts have reduced the number of media program specialists in schools. „Ōlelo□s proposal for more flexibility in managing the Educational portion of AOFs would allow us to continue filling that void.

5. On page 14 of its Application, under Priority 1, the Applicant states that it has begun a multi-year plan to transition to tapeless HD technology. Please provide the Applicant3 s multi-year plan to transition to tapeless HD technology, including the status of any upgrades and acquisition of HD hardware, and its plans to replace the automated playback system, upgrade the post production edit systems, and acquire new digital file servers.

„Ōlelo Response:

Acquisition and deployment of HD digital camera equipment has begun as of 2011, and is scheduled to proceed in stages until all cameras are replaced by 2014. This schedule is dependent on the on-going capital budget arbitration process with Oceanic Time Warner Cable.

Phase 1 of the replacement of the automated playback system has begun and is near completion. The second and final phase is scheduled for completion in 2012. This schedule is also dependent on the on-going capital budget arbitration process with Oceanic Time Warner Cable.
Upgrades to post-production edit systems is on hold due to significant changes in the product that „Ōlelo has relied upon. „Ōlelo is testing and evaluating these changes as well as alternative products, and expects to choose the product best suited to the new workflow early in 2012.
Transition to file-based intake is currently still in its pilot phase. „Ōlelo anticipates substantial replacement of tape-based program submission with networked storage at the Mapunapuna facility in 2012. Following successful deployment there, it will be rolled out to the other media centers around the island. This schedule is dependent on the on-going capital budget arbitration process with Oceanic Time Warner Cable.
6. On page 14 of its Application, under Priority 4, the Applicant refers to the relocation of its Palolo CMC currently at Jarrett Middle School to Kaimuki High School. Please provide specific details and status of the relocation, including the following:

a. What type of clients does the Palolo CMC serve?
„Ōlelo Response:
„Ōlelo□s Pālolo CMC serves all sectors of the PEG community although the majority of its clientele are from the public sector. Approximately 15% of the Pālolo CMCe s clientele lives in the 96816 Pālolo/Kaimuki zipcode. Another 16% live in Manoa, 16% in Downtown, 14% in Waikiki, 9% in Hawai□Kai, 7% in Kapalama, 12% on the Windward side and 5% in Makiki with the remaining 6% from other areas on O„ahu.

b. What are the types of services offered at this CMC?
„Ōlelo Response:
The Pālolo CMC offers training, mentoring, equipment check-out, editing stations, studio and mini-studio services.

Other
6%
Downtown
16%
Hawai□Kai
9%
Kailua
7%
Kaneohe
5%
Kapalama
7%
Makiki
5%

Manoa
16%
Palolo/Kaimuki
15%
Waikiki
14%
Clientele for Palolo CMC by Zipcode

c. How many hours of locally produced programming were created?

„Ōlelo Response:
From Jan – Nov 2011: 464.86 hours of first-run local programming was created using the facilities at the Pālolo CMC; 42.26 hours per month average.
d. When is the anticipated relocation date?
„Ōlelo Response:
„Ōlelo anticipates relocating to Kaimukī High School sometime during the first quarter of 2012.

7. Additional Services the Applicant Proposes to Provide the State and Public, page 50. Assuming the Applicant receives the full 3% of the annual gross revenues of cable operators as proposed in its Funding Scenario II, how many more hours of first-run local programming will the Applicant cablecast on its channels? Please break down the number of these first-run local programming hours by each P, E, and G sector. What other services will the Applicant provide if it receives the full 3%?
„Ōlelo Response:
Many of the additional services tied to Funding Scenario II address costs for new services that do not directly produce programming hours, such as closed captioning and managing state digital channels.

A dedicated production crew to increase coverage of hearings and community events, as well as added CMC presence in East O„ahu will increase programming. We project doubling our coverage of NPO events ("Executive Productions") which could conservatively increase programming by 150 hours („Ōlelo has aired nearly 200 hours of Executive Production programs in 2011 thus far).

For any new CMC there is a ramp-up in production hours. At our Wahiawā CMC, for example, program numbers have doubled each year since we first opened in 2009. We anticipate exceeding 300 program hours in Wahiawā by 2013. Likewise, we anticipate similar community program hours from a future East Honolulu CMC.

„Ōlelo is working to balance our services and resources equitably between P, E, and G and would aim to increase programming hours in each sector accordingly.
8. Assistance to the City and County of Honolulu. On page 50 of its Application, bullet 2, the Applicant requests additional funding to either

directly assist or provide grants to the City and County of Honolulu ("City") beginning in 2012. Has the Applicant met with representatives of the City to discuss this proposal? Please identify the City representatives and results of any meetings. How are the proposed services to the City differ from the services presently provided by „Ōlelo to the City?
„Ōlelo Response:
„Ōlelo has met with the City Council Chair and his staff, as well as with members of the City Administration. At those meetings, the concept of raising the cap so that additional resources could be directed for enhanced City-related coverage was presented. „Ōlelo previously submitted proposals as part of the RFP process for procuring telecast services for Honolulu City Council. These proposals included several enhancements and innovations, including:

T Improved lighting, quality of picture
T Improved opening and closing video
2009 2010 2011
Wahiawā 33.1 66.28 127.15
0
20
40
60
80
100
120
140
P
ro
g
ra
m
H
o
u
rs
Wahiawā CMC Hours of First-Run Programs Per Year

T Improved title graphics; composition and content
T Design interstitial programming for on-air meeting „recesses□ or „breaks"
T Remote Productions
T Remote Public Testimony & Input
T Video Vignettes of Government Processes, featuring City Council
T Coverage of City Council community activities or events
T Honolulu Hale Mini-Studio
T Media Literacy Training/Workshops
T Web-streaming and video archiving
„Ōlelo looks forward to the opportunity that additional funding would afford to work with both the City Administration and Council to encourage and enable greater transparency and community participation in the working of City government. Additional resources would also enable „Ōlelo to pursue proposed services such as those listed above, subject to consultations with the Administration and Council.

„Ōlelo has not met with representatives of the City on the issue of

managing the pending statewide channel.
9. Additional Services the Applicant Proposes to Provide the State and Public. On page 50 of its Application, bullet 3, the Applicant proposes services to the State House and State Senate. As a result of these added services, specify:
a. The number of additional content hours of governmental programming the Applicant expects to produce.
„Ōlelo Response:
The legislature□s current cablecasting infrastructure limits simultaneous coverage to two hearings (which are recorded, cablecast and streamed). „Ōlelo seeks to expand current coverage capability. Depending on demand and activity (hearing schedules) and the connectivity in place by the franchise contract, „Ōlelo would establish encode, decode, multiplex and demux equipment, and provide technical support for additional live gavel-to-gavel coverage that would fill airtime on the proposed state government channels. We conservatively project an increase in locally produced legislative government programming hours, which for 2011

totals 532 hours year to date, by 33%, or an additional 176 hours per year.
b. The types and kinds of services the Applicant will provide;
„Ōlelo Response:
„Ōlelo currently provides equipment to videotape and air live gavel-to-gavel coverage of legislative hearings. This type of production service would remain relatively the same. Additional services are detailed under „Ōlelo□s response to Question 9 d (below).
c. The number of hours of locally produced programming.
„Ōlelo Response:
Thus far in 2011, „Ōlelo has aired 532 hours of legislative government programming. As stated in our response to question 9 a, „Ōlelo would anticipate this program number increasing by 33%, or 176 hours, through additional services.

d. How the proposed services to the State House and State Senate differ from the services presently provided by „Ōlelo to them?

„Ōlelo Response:
„Ōlelo would provide increased coverage staffed by an „Ōlelo production crew. Additionally, channel management of the Statewide Channel would be a new service. „Ōlelo would provide and manage additional encoders and secure the signal and channel space for additional programming.
10. Additional Services „Ōlelo Proposes to Provide the State and Public. On page 50 of its Application, „Ōlelo proposes to expand its in-house production capabilities. Does the Applicant intend to charge for its in-house production services? If so, how much?
„Ōlelo Response:
The expansion of in-house production capabilities would address „Ōlelo□s desire to apply quality production practices to existing and future production services, and to increase event and meeting coverage in the community. Although „Ōlelo charges for in-house production services in certain instances, these are not tied to the expansion.

„Ōlelo provides basic facilitated production services free of charge to

first-time users. Advanced services, such as production requests
„ŌLELO COMMUNITY MEDIA□S RESPONSE TO DCCAV S FIRST REQUEST FOR INFORMATION RELATED TO „ŌLELO%S APPLICATION TO PROVIDE PEG ACCESS SERVICES ON O„AHU

December 22, 2011

17
requiring additional staffing or complex productions beyond the basic service, or multiple use of highly facilitated production services do incur a charge. Charges cover staffing costs ranging from $15-$40 per hour depending on staff assigned to each project. There is no charge for the use of equipment or facilities.

„Ōlelo may also seek paid production contracts that are in alignment with „Ōleloa s mission and only for non-profit organizations. Production contracts for commercial ventures will not be permitted.

'ŌLELO COMMUNITY MEDIA'S RESPONSE TO DCCA'S FIRST REQUEST FOR INFORMATION RELATED TO
'ŌLELO'S APPLICATION TO PROVIDE PEG ACCESS SERVICES ON O'AHU

Appendix A

'ŌLELO COMMUNITY MEDIA'S RESPONSE TO DCCA'S FIRST REQUEST FOR INFORMATION RELATED TO
'ŌLELO'S APPLICATION TO PROVIDE PEG ACCESS SERVICES ON O'AHU

Appendix B

Awareness and Perceived Value of 'Ōlelo CommunityTelevisionProgramming
Community Television Programming
A Survey among O'ahu Residents
May2011
May 2011
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Executive Summary
Thefollowingsectionsummarizeskeyfindingsfroma May2011surveyof cablesubscribers. Atotal of 407 bl b ib l t dthi i ith t l h i t i li O ll fi di
AwarenessandViewershipofPEGAccessChannels
n=407cablesubscriberscompletedthissurveyviaeithertelephoneintervieworonline. Overall findings fromtheMay 2011survey havebeencomparedtoprior trackingdataobtainedinpast Viewership Surveysconductedfor‘Ōlelo.
AwarenessandViewershipofPEGAccessChannels
• Despiteasignificant declineinviewership(33%; down11points), overall awareness of PEG AccessChannelsinMay2011(78%; up1point) remainedrelativelythesameasthat reportedin thepreviousstrackinginNovember 2006. Note: Thedeclineinviewershipmaybeattributableto viewershipofelection-yearprogramminginNovember2006.]
p y p g g]
• Viewershipof most individual ʻŌlelochannelshasdeclinedsinceNovember2006, most notablyfor Channels55and56- TEC/TEACH(14%; down8points). Viewershipof Channel 49–FOCUS (14%;up2points)wastheloneexceptionamong‘Ōlelochannels.
• Filipinostookonaprominent roleinMay2011andnowmakeupacomparablesegment of the Filipinostookonaprominent roleinMay2011andnowmakeupacomparablesegment of the viewingaudiencefor PEGAccessChannels, withCaucasianandHawaiiancablesubscribers. Furthermore, Filipino cable viewers (47%) were the most likely to have watched ʻŌlelo programminginthepastmonth,aheadofbothHawaiians(42%),andCaucasians(38%).
4
ExecutiveSummary(cont.)
Executive Summary (cont.)
PerceivedValueofPEGAccessChannels
• Althoughviewershipnumbersmayberelativelylow, support forPEGAccessChannelsremainsfairly high, with5in6respondentsagreeingthat thesechannelsarevaluabletothecommunity(83%). It shouldbenoted, however, that this83%continuesagradual downwardtrendinoverall support, with theproportionfindingPEGAccessChannelstobe"veryvaluable" decliningsignificantly(31%; down 43%)
43%).
– Filipinos, Caucasians, and Hawaiians perceived similar value in PEGAccess Channels; Japanesewerefarlesssupportive.
– Thosefromlower-incomehouseholdsweremorelikelythanthosefrommiddle-incomeorupper-incomehouseholdstoconsiderPEGAccessChannelstobe"veryvaluable" incomehouseholdstoconsiderPEGAccessChannelstobe"veryvaluable".
ʻŌleloCommunityMedia:ProgramsandServices
• Morethanthree-fourthsof cablesubscribersindicatedthat theyhadheardof ʻŌleloCommunityMedia (78%)
(78%).
• Two-fifthsof therespondentssaidthat theywereawareof ʻŌlelo-sponsoredcommunityprogramsand services.
• Practically all mentionof ʻŌlelo-sponsoredcommunity programs andservices cameonanaided basis asveryfewcouldrecall ofspecificprogramsorservicesontheirown
5
basis,asveryfewcouldrecall ofspecificprogramsorservicesontheirown.
• ViewerawarenesswashighestforʻŌleloofferingliveLegislativesessionsandCityCouncil meetings (58%);theonlyprogram/servicetestedrecalledbyamajorityofrespondents.
ExecutiveSummary(cont.)
Executive Summary (cont.)

ʻŌleloCommunityMedia:ProgramsandServices(cont.)
• Just under half recalledVoteInformedelectionprogramming(44%), followedby ʻŌlelo-provided free servicesfor non-profit organizations(37%), theYouthXchangestudent videocompetition(28%), andʻŌlelo-
offeredvideotraining, certificationclasses, equipment andproductionfacilities at six various community MediaCentersacrossO'ahu(26%).
All ʻŌlelosponsoredcommunityprogramsandservicestestedwereconsideredtobevaluable; witheachone
• All Ōlelo-sponsoredcommunityprogramsandservicestestedwereconsideredtobevaluable; witheachone
receivingeithera"veryvaluable"or"somewhatvaluable"ratingfromroughly9in10respondents.
– Aslight majorityof cablesubscriberssurveyedconsideredʻŌlelo-providedfreeservicesfor non-profit organizations(56%), VoteInformedelectionprogramming(53%), andtheYouthXchangestudent video competition(53%)tobe"veryvaluable".
• Onein7cablesubscriberssaidthat theyhavegoneto ʻŌlelo'swebsiteinthepast(14%).
• Onein10surveyedwereawarethat theycouldaccess,watch,orlistentovideosandprogramson-demandat ʻŌlelo'swebsite(10%). Overall, onlyafewrespondentsindicatedthat theyhavewatchedor listenedtoa videoorprogramon-demandatʻŌlelo'swebsite(3%).
• Of thoseprogramstested, cablesubscribersindicatedthat theywouldbemost likelytowatchcurrent traffic
cameraviewsandlivestreams(52%likely) inthenext fewmonths, followedbycultural or ethniceventsand programmingpreviously broadcast onʻŌlelo(45%); previously broadcast sports, arts, andentertainment
programming (44%); and community-based issues, sports, and entertainment programming shown on
Channel 52–OAHU(44%).
6
( )
– Filipino cable subscribers would be the most likely demographic segment to utilize on-demand programmingat ʻŌlelo'swebsite, withthosefromlower-incomehouseholdsalsostrongcandidatesfor on-demandprogramming.
ExecutiveSummary(cont.)
Executive Summary (cont.)
EffectsofNewMethodology
gy
InMay2011, adecisionwasmadetomovetheViewershipSurveyinanewdirection---converting froma landline-only survey to a mixed-method survey incorporating both telephoneaswell asonlinesurveys. Theprimaryreasonfor thischangewastoaddress theissueof thechangingdemographics---anddecliningrepresentativeness---of landline
theissueof thechangingdemographics---anddecliningrepresentativeness---of landline
telephonesamples.
Aprimaryconcernisanyimpact of thechangeinmethodologyonthetrackingdata. After comparing key tracking metrics (see page 65), it was noted that the change in thd l h lik l lt di f th t th h t di th
methodology has likelyresultedinsomeof thenoteworthychangesreportedinthese findings. Whilethisis anunfortunateresult of themethodologychange, thisismore accuratedata, andWardResearchfeelsthat thenewdirectionof theViewershipSurvey will yieldmoreaccurateandconstructiveviewershipdatafromthispoint forward.
7
Objectives
Objectives
Th bj ti fth h
• The objectives of the research were:
To track awareness and perceived value in ʻŌlelo Community Television programming among O'ahu residents;
Tounderstandreasonsfornotwatching ʻŌlelochannelsamongnon
To understand reasons for not watching Ōlelo channels among non-viewers;
To establish baseline measures for awareness of and perceived value of ʻŌlelo's community programs and services;
yp g ;
To measure awareness and usage of ʻŌlelo's website; and
To measure awareness, usage, and appeal of ʻŌleloNet On Demand videos.
8

Methodology
Methodology
For the first time ever, the methodology employed for the ʻŌlelo Viewership study was a mixed-method methodology combining a telephone sample with an online sample. A total sample of n=407 Oahu cable subscribers completed the survey between April 22 to May 2, 2011; n=265 through a telephone survey and n=142 via an online survey. Maximum sampling error for a sample of n=407 is +/- 4.8%.
The survey instrument utilized a combination of questions from past ʻŌlelo Viewership surveys, combined with Awareness and Perceived Value questions asked on behalf of ʻŌlelo on prior Ward Research Omnibus Surveys. In addition, several new areas of questioning were added for the first time in 2011 --- awareness of ʻŌlelo's community
d i i d l f h d i d
programs and services, perceived value of these programs and services, awareness and usage of ʻŌlelo's website, and awareness and appeal of ʻŌleloNet On Demand videos. A similar survey was last conducted among n=406 O'ahu residents in November 2006. Tracking comparisons between May 2011 and November 2006 are highlighted throughout this report wherever possible
this report, wherever possible.
All respondents were screened for the following:
• At least 18 years of age;
H h ld b ib t bl t l i i th h O i Ti W C bl d
9
• Household subscribes to cable television through Oceanic Time Warner Cable; and
• Exclusive of those employed in a sensitive industry.
Methodology(cont.)
Methodology (cont.)
For thetelephonecomponent, thesamplingframewasgeneratedat randombythe
hfi i d di it di li Thi d di it di li thd
researchfirmusingarandomdigit dialingprogram. Thisrandom-digit dialingmethod includesunlistedaswell aslistedtelephonenumbers, helpingtopromoteanunbiased sample. All interviewingwasconductedfromtheWardResearchCallingCenter inthe downtownHonoluluoffice. Interviewswereconductedbetweenthehoursof 5:00p.m. and9:00pmonweeknightsand9:00amto9:00pmonweekends TheCallingCenter
and9:00p.m.onweeknightsand9:00a.m. to9:00p.m. onweekends. TheCallingCenter is equippedwitha Computer AssistedTelephone Interviewing(CATI) systemwhich allows for the 100%monitoring of calls, through a combination of electronic and observationalmeans.
Fortheonlinecomponent thesamplingframewasdrawnatrandomamongmembersof
Fortheonlinecomponent, thesamplingframewasdrawnatrandomamongmembersof the Hawai'i Panel, an online panel of Hawaii residents statewide, developed and maintainedbyWardResearch.
Upon completion of fielding, data fromthe phone survey and online survey were
bi d dt b l t d Dt i ht d d bi db d t th
combinedandtabulated. Datawereweightedandcombinedbasedonaccesstothe householdbasedonvarioustechnologies--- landline, cell, and/or Internet --- suchthat the resulting sample is proportionate to the population. Data processing was accomplishedusingSPSSforWindows, anin-housestatistical softwarepackage, which allows for the cross tabulation of data by key variables (ie awareness of ʻŌlelo
10
allows for the cross tabulation of data by key variables (i.e., awareness of Ōlelo CommunityMedia, viewershipof ʻŌleloprogramming, perceivedvalueof PEGAccess Channels,age,ethnicity,income,andgender).
DetailedFindings
Detailed Findings
ProfileofCableSubscribers
Profile of Cable Subscribers
Digital vs. Analog Viewers
(T ki)
(Tracking)
• InMay2011, thecableaudienceremainedalmost evenlysplit betweenthosereportedly subscribingtodigital cableandthosereportedlysubscribingtoanalog Note: Pleasenote
60% Digital
subscribingtodigital cableandthosereportedlysubscribingtoanalog. Note: Pleasenote that figures may differ fromactual subscription data due to reliance on respondents'

knowledgeof theircablesubscription.]
54%
52%
Analog
50%
48%
50%
44%
48% 47%
40%
13
40%
Jan. 06 Nov. 06 May 11
Q: Do you subscribe to Digital, Analog, or regular cable?
(May2011: n=407); Nov. 2006: n=406; Jan. 2006: n=403)
Note: Question was added in January 2006
Characteristics of Respondents
(Di it l A l)
(Digital vs. Analog)
• InMay2011, therewerenostatisticallysignificant differencesbetweendigital andanalogsubscribersbasedoneitherageorhouseholdincome.
Age TOTAL Analog Digital
18 to 24 yrs 7% 7% 7%
Oahu Cable Subscribers
y
25 to 34 yrs 22% 24% 21%
35 to 44 yrs 18% 19% 18%
45 to 54 yrs 18% 20% 16%
55 to 64 yrs 17% 13% 21%
65+ yrs 17% 18% 17%
MEAN 46.8 yrs 46.6 yrs 46.9 yrs
Household Income
Less than $35,000 19% 22% 16%
$35000to$49999 15% 17% 13%
$35,000 to $49,999 15% 17% 13%
$50,000 to $74,999 18% 18% 18%
$75,000 to $99,999 17% 18% 16%
$100,000+ 12% 9% 15%
Refused 19% 16% 22%
14
MEAN $51,470 $50,210 $52,650
MEDIAN $59,300 $54,610 $63,650
BASE: (407) (197) (210)
Characteristics of Respondents
(Di it l A l)
(Digital vs. Analog)
• There was very little difference between digital versus analog subscribers basedonareaof residence; theloneexamplebeingasignificantlygreater proportionof digital subscriberslivinginEast Honoluluthandidtheanalog group.
Oahu Cable Subscribers
Area of Residence TOTAL Analog Digital
Urban Honolulu 35% 38% 32%
East Honolulu 12% 7% 17%
Windward Oahu 12% 16% 8%
Pearl City/Aiea/Moanalua 8% 9% 7%
Central Oahu 17% 14% 19%
Ewa Plain 8% 9% 7%
North Shore 1% 2% <1%
Leeward Oahu/Kapolei 5% 3% 6%
Refused 2% 2% 2%
15
Refused 2% 2% 2%
BASE: (407) (197) (210)

Note: Shaded areas show statistically significant differences between segments
Characteristics of Respondents
(Di it l A l)
(Digital vs. Analog)
Education TOTAL Analog Digital
Oahu Cable Subscribers
• Therewasahigherincidenceof
post-graduates among digital
Education TOTAL Analog Digital
Grade school or less 1% 1% 1%
Some high school 2% 2% 2%
High school graduate 15% 19% 11%
Some college 23% 23% 24%
p g g g
subscribersthanamonganalog
subscribers.
• Therewasahigherpresenceof
Caucasian viewers among
g
College graduate 39% 41% 36%
Post-graduate 19% 13% 25%
Refused 1% 1% <1%
Ethnicity Caucasian viewers among
digital subscribers thanamong
theanaloggroup.
• There were no significant
Caucasian 19% 13% 24%
Chinese 8% 7% 9%
Filipino 14% 15% 13%
Hawaiian/Part-Hawaiian 17% 17% 17%
Japanese 22% 25% 20%
g
differences between groups
basedongender.
Japanese 22% 25% 20%
Mixed 11% 13% 9%
Other 9% 10% 7%
Gender
Male 47% 45% 50%
16
Note: Shaded areas show statistically significant differences between segments
Female 53% 55% 50%
BASE: (407) (197) (210)
Awareness and Viewership of
PEG Access Channels
Awareness & Viewing of
Ōl l Ch l (T ki)
Ōlelo Channels (Tracking)
• Despiteasignificant declineinviewership, overall awarenessof PEGAccess
h l i M 2011(78%) i d l ti l th th t t di
channelsinMay2011(78%) remainedrelativelythesameasthat reportedin
November2006(77%).
90%
100% Watched Aware, Did Not Watch
79%
33% 37% 39% 37%
60%
70%
80%
90% 78% 77% 76% 79% 75%
45%
33% 37% 39% 37%
30%
40%

50%
60%
33%
44% 39% 40% 38%
0%
10%
20% *
18
BASE: May 2011: n= 407; Nov. 2006: n=406; Jan. 2006: n=403; 2004: n=401; 2000: n=401
*Note: A new weighting scheme (HH technologies) was used in May 2011. Based on the old weighting scheme (landline only), total viewership for May '11 was 40% (see page 69).
May 11 Nov 06 Jan 06 2004 2000
Viewership of ʻŌlelo Channels
49, 52, 53, 54, 55, or 56 (Past Month)
• Past month viewership was fairly comparable across all ʻŌlelo channels ---
p y p
rangingfromahighof18%forChannel 54(VIEWS)to14%forbothChannels55
and56(TEC/TEACH)andChannel 49(FOCUS).
18% 17%
20% 17%
16% 14% 14%
10%
0% Channel 54
(VIEWS)
Channel 52
(OAHU)
Channel 53
(NATV)
Channels 55&56
(TEC/TEACH)
Channel 49
(FOCUS)
19
Q: Did you watch any programming on Channel (49, 52, 53, 54, 55, or 56) in the past month? (May 2011: n= 407)
(VIEWS) (OAHU) (NATV) (TEC/TEACH) (FOCUS)
Viewership of ʻŌlelo Channels
49, 52, 53, 54, 55, or 56 (Tracking)
• Viewershipof most ʻŌlelochannelshasdeclinedsinceNovember2006 ---most
notably for Channels 55 and 56 (TEC/TEACH) which dropped 8 points.
ViewershipofChannel 49(FOCUS)wastheloneexception.
30% May 11 Nov 06 Jan 06
18% 17% 16%
22% 21% 20% 22%
18%
19% 19%
16%
17%
26%
16%
19%
17%
24%
19% 17%
20%
2004 2000
17% 16%
14% 14%12%
16%
17% 16%
17% 17%
10%
0% Channel 54 Channel 52 Channel 53 Channels55&56 Channel 49
20

Q: Are you generally aware of programming on Channel (49, 52, 53, 54, 55, or 56)? (May 2011: n= 407)
Note: See comparison data on page 68
Channel 54
(VIEWS)
Channel 52
(OAHU)
Channel 53
(NATV)
Channels 55&56
(TEC/TEACH)
Channel 49
(FOCUS)
Viewers of PEG Access Channels
By Ethnic Background (Tracking)
• Filipinos continued on an upward trend and nowmake up a comparable
40%
proportionof theviewingaudiencefor PEGAccessChannels, withCaucasian
andHawaiiancablesubscribers.
22% 22% 21% 22%
30%
24%
30%
22%
26%
29%
30%
May 01 Nov 06 Jan 06 2004
21%
8%
16% 14% 14%
8%
17%
18%
9%
15% 15%
10%
20%
8% 6%
2%
8%
5%
6%
0%
10%
Caucasian Hawaiian Filipino Japanese Chinese Mixed/Other/
21
Base includes those who reported watching at least one PEG Access Channel in the past month: May 2011 (134); Nov. 2006 (203); Jan. 2006 (159); and 2004 (160)
Caucasian Hawaiian Filipino Japanese Chinese Mixed/Other/
Refused
Viewership of ʻŌlelo Channels 49, 52,
535455 56(Additi lFi di)
53, 54, 55, or 56 (Additional Findings)
AdditionalFindings
AdditionalFindings
• A significantly greater proportion of Filipinos (47%), Hawaiians/Part-Hawaiians (42%), and Caucasians (38%) said that they watched ʻŌlelo programming in the past month as compared to Japanese (12%) programming in the past month, as compared to Japanese (12%) respondentswhosaidthesame.
• Past monthviewershipof ʻŌleloprogrammingwasslightlyhigher among thosebetweentheagesof 35to54years(37%)or55+yearsof age(35%),
g y (%) y g (%),

versusyoungerrespondentsbetweentheagesof18and34years(25%).
• Therewasnodifferenceinpast monthviewershipof ʻŌlelo programming basedonhouseholdincomeorbygender.
yg
22
Q: Have you ever watched programming on ʻŌlelo channels 49, 52, 53, 54, 55, or 56 on Oceanic Cable? (Nov. 2008: n=360; Feb. 2008: n=368)
Awareness & Viewing of PEG Access
Channels(Digital s AnalogSbscribers)
Channels (Digital vs. Analog Subscribers)
• Awarenessof PEGAccessChannelswassignificantlyhigher amonganalogsubscribersthanamong digital subscribers
digital subscribers.
• ComparedtoNovember 2006, past monthviewershipof PEGAccessChannelsdeclinedsignificantly amongbothdigital andanalogsubscribers--- althoughthismayhavebeendrivenbyviewershipof election-yearprogramminginNovember2006.
100%
70%
80%
90% 74% 82% 82% 77%
41%
37% 49% 30%
40%
50%
60%
Aware, Did
Not Watch
33%
42% 33%
47%
10%
20%
30% Watched
23
BASE: Digital Subscribers –May 2011 (210); November 2006 (205); Analog subscribers –May 2011 (191); November 2006 (193)
0%
Digital (May 11) Digital (Nov. 06) Analog (May 11) Analog (Nov. 06)
Awareness & Viewing:
Ch l 2(OAHU) T ki
Channel 52 (OAHU) --Tracking
• Whilepast monthviewershipof Channel 52(OAHU) tailedoff slightlyinMay
2011 (17%d 4 i t) t t l f th h l h i d
2011 (17%; down 4 points), total awareness of the channel has remained relativelyunchangedoverthepast11years.
80% Watched Aware, Did Not Watch
50%
60%
70% 58% 58% 58% 59%
57%
41%
37% 39%
33% 34%
30%
40%
17%
21% 19%
26% 23%
0%
10%
20%
24
BASE: May 2011: n= 407; Nov. 2006: n=406; Jan. 2006: n=403; 2004: n=401; 2000: n=401
0% May 11 Nov 06 Jan 06 2004 2000

Awareness & Viewing:
Channel 52 (OAHU) –Additional Findings
AdditionalFindings
AdditionalFindings
• ThosesignificantlymorelikelytohavewatchedChannel 52(OAHU) inthe pastmonthincluded:
Th h id PEGA Ch l t b l bl (31%)
ThosewhoconsiderPEGAccessChannelstobeveryvaluable(31%), as compared to those who find these stations to be somewhat valuable (13%)orwhodonotfindvalueinthesestations(2%);
Older cablesubscribers55+yearsof age(20%) or thosebetweenthe
Older cablesubscribers55+yearsof age(20%) or thosebetweenthe agesof 35to54years(20%), versusyoungercablesubscriberslessthan 35yearsof age(9%);and
Filipino(33%) andCaucasian(25%) cablesubscribers asopposedto
Filipino(33%) andCaucasian(25%) cablesubscribers, asopposedto Japanese(6%)cablesubscribers.
25
Awareness & Viewing:
Ch l 4(VIEWS) T ki
Channel 54 (VIEWS) --Tracking
• Total awarenessof Channel 54(VIEWS)continuedonanupwardtrend, withpast month viewership comparable to that reported around nonelection year
month viewership comparable to that reported around non-election year programming.
70%
80% Watched Aware, Did Not Watch
62%
50%
60%
70% 62% 57%
49%
53% 47%
44% 35% 31% 36%
30%
30%
40%
18%
22% 18% 17% 17%
0%
10%
20%
26
BASE: May 2011: n= 407; Nov. 2006: n=406; Jan. 2006: n=403; 2004: n=401; 2000: n=401
0% May 1 Nov 6 Jan 6 2004 2000
Awareness & Viewing:
Channel 54 (VIEWS) –Additional Findings
AdditionalFindings
AdditionalFindings
• ThosesignificantlymorelikelytohavewatchedChannel 53(NATV) inthe pastmonthincluded:
Th h id PEGA Ch l t b l bl (31%)
ThosewhoconsiderPEGAccessChannelstobeveryvaluable(31%), as compared to those who find these stations to be somewhat valuable (15%)orwhodonotfindvalueinthesestations(3%);
Cablesubscribersbetweentheagesof 35to54years(23%) andthose
Cablesubscribersbetweentheagesof 35to54years(23%) andthose 55+years(19%), versusyoungercablesubscriberslessthan35yearsof age(8%);and
Hawaiian (25%) Filipino (25%) and Caucasian (18%) viewers as
Hawaiian (25%), Filipino (25%) and Caucasian (18%) viewers, as opposedtoJapanese(6%)viewers.
27
Awareness & Viewing:

Channels 55 & 56 (TEC/TEACH) --Tracking
• Total awarenessof Channels55and56(TEC/TEACH)fluctuatedverylittlesince
N b 2006d it i ifi td li i i hi (14%d 8 i t)
November2006despiteasignificantdeclineinviewership(14%;down8points).
70%
80%
Watched Aware, Did Not Watch
50%
60% 56%
58%
50%
55%
47%
42%
36%
34%
36% 30%
30%
40%
14%
22% 16% 19% 17%
0%
10%
20%
28
BASE: May 2011: n= 407; Nov. 2006: n=406; Jan. 2006: n=403; 2004: n=401; 2000: n=401
0% May 11 Nov 06 Jan 06 2004 2000
Awareness & Viewing:
g
Channels 55 & 56 (TEC/TEACH) –Additional Findings
AdditionalFindings
AdditionalFindings
• Those significantly more likely to have watched Channels 55 or 56
(TEC/TEACH)inthepastmonthincluded:
Th h id PEGA Ch l t b l bl (26%)
ThosewhoconsiderPEGAccessChannelstobeveryvaluable(26%), as
compared to those who find these stations to be somewhat valuable
(11%)orwhodonotfindvalueinthesestations(3%);and
Filipino (22%) and Hawaiian (20%) viewers versus Japanese (5%)
Filipino (22%) and Hawaiian (20%) viewers, versus Japanese (5%)
viewers.
29
Awareness & Viewing:
Ch l 3(NATV) T ki
Channel 53 (NATV) --Tracking
• Despiteaslight declineinpast monthviewership(16%; down4points), overall
f Ch l 53 NATV(44%d 1 i t) i d l ti l th
awarenessof Channel 53–NATV(44%; down1point) remainedrelativelythe
sameasthatreportedinNovember2006.
70%
80%
Watched Aware, Did Not Watch
50%
60%
70%
44% 45% 43%
47% 41%
28%
25% 24% 31% 22%
30%
40%
41%
16%
20% 19% 16% 19%

0%
10%
20%
30
BASE: May 2011: n= 407; Nov. 2006: n=406; Jan. 2006: n=403; 2004: n=401; 2000: n=401
0% May 11 Nov 06 Jan 06 2004 2000
Awareness & Viewing:
Channel 53 (NATV) –Additional Findings
AdditionalFindings
AdditionalFindings
• ThosesignificantlymorelikelytohavewatchedChannel 53(NATV) inthe pastmonthincluded:
Th h id PEGA Ch l t b l bl (28%)
ThosewhoconsiderPEGAccessChannelstobeveryvaluable(28%), as compared to those who find these stations to be somewhat valuable (13%)orwhodonotfindvalueinthesestations(3%);and
Hawaiian (25%) Filipino (23%) and Caucasian (22%) viewers as
Hawaiian (25%), Filipino (23%) and Caucasian (22%) viewers, as opposedtoJapanese(4%)viewers.
31
Awareness & Viewing:
Ch l49(FOCUS) T ki
Channel 49 (FOCUS) --Tracking
• Althoughpast monthviewershipchangedverylittle(14%; up2points), overall f Ch l 49 FOCUS(48% 19 i t)i d t bl f awarenessof Channel 49–FOCUS(48%; up19points)increasednotablyfrom thatreportedinNovember2006.
80% Watched Aware, Did Not Watch
50%
60%
70%
48%
34%
30%
40% 29%
14% 12%
17%
0%
10%
20%
32
BASE: May 2011: n= 407; Nov. 2006: n=406
0% May 11 Nov 06
Awareness & Viewing:
Channel 49 (FOCUS) –Additional Findings
AdditionalFindings
AdditionalFindings
• ThosesignificantlymorelikelytohavewatchedChannel 49(FOCUS) inthe pastmonthincluded:
Th h id PEGA Ch l t b l bl (28%)
ThosewhoconsiderPEGAccessChannelstobeveryvaluable(28%), as compared to those who find these stations to be somewhat valuable (10%)orwhodonotfindvalueinthesestations(2%);and
Filipino(25%) Hawaiian(16%) andCaucasian(14%) cablesubscribers
Filipino(25%), Hawaiian(16%), andCaucasian(14%) cablesubscribers, asopposedtoJapanese(3%)cablesubscribers.
33
Viewing of Specific PEG Access Channels
(Di it l A l Sb ib)
(Digital vs. Analog Subscribers)
Past Month Viewership
• Past month viewership for most individual PEGAccess Channels dipped slightly since the previous

trackinginNovember 2006among
bthdi it l d l b ib
Digital Subscribers May 2011 Nov. 2006
OAHU 15% 21%
VIEWS 17% 22%
p
bothdigital andanalogsubscribers.
• The most notable changes were
declines inpast monthviewership
of TEC/TEACHamongbothdigital
NATV 14% 18%
TEC/TEACH 12% 20%
FOCUS 13% 13%
(12%; down8points) andanalog
(17%; down8points)subscribers.
• The lone exception among both
segments was past month
Base: Digital (210) (205)
Analog Subscribers May 2011 Nov. 2006
OAHU 19% 23%
viewershipof Channel 49FOCUS,
whichremainedunchangedamong
digital subscribers (13%; no
change) and increased slightly
l b ib (15%
VIEWS 18% 24%
NATV 18% 22%
TEC/TEACH 17% 25%
34
among analog subscribers (15%;
up2points).
FOCUS 15% 13%
Base: Analog (197) (193)
Awareness & Viewing of PEG
A Ch l S
Access Channels: Summary
• Awarenessof most PEGAccessChannelshaschangedverylittlesinceNovember
2006 ithth ti f VIEWS(5 i t) dFOCUS(19 i t)
2006, withtheexceptionof VIEWS(up5points)andFOCUS(up19points).
• Viewershipdippedslightlyfor most PEGAccessChannelsover thissameperiod,
withasignificant declineincableviewershipforTEC/TEACH.
FOCUS ti t i i bl i lth h i hi h
• FOCUScontinuestoimproveincableviewer awareness, althoughviewershiphas
not increasedmuchinthelast fiveyears.
Viewing Public Access Channels: Tracking
May 1 Nov 6 Jan 6 May 1 Nov 6 Jan 6 May 1 Nov 6 Jan 6
OAHU 58% 58% 58% 17% 21% 19% 4.17 4.98 5.84
Aware of Channel Watched in Past Month
Times Watched
(Viewers Only)
OAHU 58% 58% 58% % % 9% 98 58
VIEWS 62% 57% 49% 18% 22% 18% 3.77 3.48 4.76
NATV 44% 45% 43% 16% 20% 19% 3.98 3.74 5.77
TEC/TEACH 56% 58% 50% 14% 22% 16% 3.78 3.24 4.94
35
FOCUS 48% 29% n/a 14% 12% n/a 3.10 3.39 n/a
Base: (407) (406) (403) (407) (406) (403) -- -- --
Awareness & Viewing of PEG Access Channels:
(P fil fR d t S)
Awareness of ʻŌlelo Watched ʻŌlelo
(Profile of Respondents Summary)
Ethnicity Total
Aware
(Unaided) Unaware Yes No

Caucasian 19% 16% 28% 22% 17%
Chinese 8 6 12 6 8
Fili i 14 12 21 21 11
Filipino 14 12 21 21 11
Hawaiian/Part-Hawaiian 17 19 9 22 15
Japanese 22 26 10 8 29
Mixed 11 12 7 11 11
Other 9 8 11 9 9
Other 9 8 11 9 9
Refused 1 1 1 2 <1
Age
18 to 24 7% 7% 6% 6% 8%
25to34 22 19 34 17 25
25 to 34 22 19 34 17 25
35 to 44 18 21 11 15 20
45 to 54 18 19 15 26 14
55 to 64 17 17 16 18 17
65 and older 17 17 19 18 17
36
Note: Shaded areas show statistically significant differences between segments
Mean 46.8 46.9 46.2 48.9 45.7
Base: (407) (316) (91) (134) (273)
Awareness & Viewing of PEG Access Channels:
(P fil fR d t S)
(Profile of Respondents Summary)
AwarenessofŌlelo WatchedŌlelo
Gender Total
Aware
(Unaided) Unaware Yes No
Male 47% 47% 47% 51% 45%
Awareness of ʻŌlelo Watched ʻŌlelo
Female 53 53 53 49 55
Household Income
Less than $35,000 19% 15% 30% 21% 17%
$35000t $50000 15 15 15 13 16
$35,000 to <$50,000 15 15 15 13 16
$50,000 to <$75,000 18 20 14 20 18
$75,000 to <$100,000 17 17 16 18 16
$100,000+ 12 14 8 12 12
$100,000 12 14 8 12 12
Refused 19 20 17 17 20
MEAN: $51,470 $53,180 $45,500 $51,970 $51,230
Base: (407) (316) (91) (134) (273)
37
Note: Shaded areas show statistically significant differences between segments
Sources of Awareness About
PEG Access Channels
Sources of Awareness:
PEGA Ch l
PEG Access Channels
• Channel surfingremainsthemost widely-usedmethodof findingPEGAccessChannels,
lth hth ti h it d h l fi d li d i N b 2006
althoughtheproportionwhocitedchannel surfingdeclinedsinceNovember2006.
• Newspaperandothertelevisionguidesisnowthesecondmost frequentlymentionedsource,
followedbytheChannel 12/On-screenguideandword-of-mouthfromfriendsandfamily.
Q: Howdidyoulearnaboutthesechannels?
Source May 2011 Nov. 2006
Channel surfing 63% 74%
N & th t l i i id 12 5
Q: How did you learn about these channels?
Newspaper & other television guides 12 5
Channel 12/On-screen guide 8 7
Word-of-mouth/friends/family 7 7
Through work or school 4 0

Online guide 2 0
Ads on other channels 2 1
39
I've known for a long time 2 3
Base (134) (178)
Sources of Awareness: PEG Access
Ch l Additi lFi di
Channels –Additional Findings
AdditionalFindings
AdditionalFindings
• Older viewers55+yearsof ageweremorereliant thanothersontelevision listings(throughei therthenewspaperandothertelevisionguidesorChannel 12/on-screenguide)tolearnaboutpublicaccesschannels.
/o scee gude)toea aboutpubcaccessc a es
• Arelativelygreater proportionof younger viewerslessthan35yearsheard aboutPEGAccessChannelsviaword-of-mouthfromfriendsandfamily.
40
Reasons Not To Watch
Public Access Channels
Reasons For Not Watching
Pbli A Ch l
Public Access Channels
• Lack of interest inPublic Access Channel programmingwas thetopreasonfor not
Lack of interest inPublic Access Channel programmingwas thetopreasonfor not watchingthesechannelsinMay2011, followedbyset behaviorsandlimitedtelevision time.
Reason For Not Watching Any Public Access Channels (Top Reasons)
Why not watch these channels? May 2011 Nov. 2006 Jan. 2006 2004 2000
Not interested / Programs boring 39% 33% 20% 24% 24%
Watch only certain channels 20 21 26 24 24
Don't watch enough TV 13 21 24 30 29
Not familiar with public access 11 9 9 11 6
Nothing appealing 8 15 19 14 0
B (266) (229) (263) (240) (247)
• Alackof interest inpublicaccessprogrammingismoreprevalent amongthosefrom middle-incomehouseholds between$50,000and$74,999(64%mentionamongthis segment), thosewhodonot findPEGAccess Channels tobeavaluableresource
Base (266) (229) (263) (240) (247)
42
g),
(55%), andJapaneseviewers(50%).
Q: Why did you not watch any of these channel(s)?
Perceived Value of
PEG Access Channels
Perceived Value of
PEGA Ch l
PEG Access Channels
Thosesurveyedwereaskedthefollowingquestionregardingtheperceived valueofPEGAccessChannels:
"Asyoumayknow, manyof theprogramsairedonchannels49, 52, 53, 54, 55
d56 ll d' bli d ti d t PEG ' h l
and56, called'public, educationandgovernment orPEGaccess' channels, are producedbythecommunity--- either byindividualsor bylocal organizations, andnot byTVprofessionals. Howvaluabledoyoubelievetheseprogramsare tothecommunityingeneral? Wouldyousaytheyareveryvaluable, somewhat
y g y y y y ,
valuable,notveryvaluable,ornotatall valuable?"
Note: ThisquestionwasaskedontwoOmnibussurveysconductedbyWard Researchonbehalf of 'ÕleloinFebruary2008andNovember 2008. Results
y
fromthosetwoOmnibussurveysareincorporatedwiththetrackingdataforthis questiononthefollowingpage.]
44
Perceived Value of PEG

A Ch l
Access Channels
• Overall support for PEGAccessChannelscontinuesonagradual downward
100%
Very valuable Somewhat valuable
trend, with the proportion of those who find these channels to be "very valuable"experiencingasignificant declinesinceNovember2008(31%); down 12points).
43% 49% 42%
80%
83%
86% 87% 80% 80% 86%
76%
52%
43% 49%
46% 43%
42%
44%
40%
60%
31%
43% 38% 34% 37% 44% 32%
0%
20% *
45
0% May 2011 Nov. 2008 Feb. 2008 Nov. 2006 Jan. 2006 2004 2000
Base: May 2011 (407); Nov. 2008 (360); Feb. 2008 (368); Nov. 2006 (406); Jan. 2006 (403); 2004 (401); 2000 (401)
*Note: A new weighting scheme (HH technologies) was used in May 2011. Based on the old weighting scheme (landline only), "very valuable" for May '11 was 41% (see page 69).
Perceived Value of PEG Access
Ch l Additi l Fi di
Channels –Additional Findings
AdditionalFindings
AdditionalFindings
• Asignificantly greater proportion of Filipino (41%), Caucasian (39%), and Hawaiian(34%) cablesubscribers findPEGAccess Channels tobe"very valuable", ascomparedtotheproportionof Japanese(12%)cablesubscribers
p p p p ( )
whosaidlikewise.
• Those fromlower-income households of less than $50,000 (39%) were significantlymorelikelythanthosefrommiddle-incomehouseholdsof $50,000 t $74999(21%) f i h hld f $75000+(25%) t fi d
to$74,999(21%) or fromupper-incomehouseholdsof $75,000+(25%) tofind PEGAccessChannelstobe"veryvaluable".
46
ʻŌlelo Community Media:
Programs and Services
HeardofʻŌleloCommunityMedia
Heard of Ōlelo Community Media
• Overall, morethanthree-fourthsof thosecablesubscriberssurveyedsaidthat theyhave
h d f ʻŌl l C it Mdi (78%)
heardof ʻŌleloCommunityMedia(78%).
• Awarenessof ʻŌleloCommunityMediawassignificantlyhigher amongJapanese(90%) andHawaiian(88%)respondentsthanit wasamongCaucasian(67%)andFilipino(67%) respondents.
No
22%
Yes
78%
48
Base: May 2011 (407)
Q: Have you ever heard of ʻŌlelo Community Media?
Note: Question was not asked in November 2006. In January 2006 and before, question was asked

"Have you ever heard of 'ŌleloCommunity Television"?
Aware of 'Ōlelo-Sponsored
C it P &S i
Community Programs & Services
• Overall, two-fifths of thosecablesubscribers surveyedsaidthat they were
Ō
awareof'Ōlelo-sponsoredcommunityprogramsandservices.
• Awarenessof 'Ōlelo-sponsoredprogramsandserviceswassignificantlyhigher amongthose35to54years(50%) andthose55+years(42%), versusthose lessthan35yearsofage(28%)
lessthan35yearsofage(28%).
No
59%
Yes
41%
49
Note: Question was asked for the first time in May 2011
Base: May 2011 (407)
Q: Are you aware of any of 'Ōlelo's community programs or services?
Aware of 'Ōlelo-Sponsored Community
P &S i (t)
Programs & Services (cont.)
All respondents surveyed were asked if they were aware of several 'Ōlelo-Videotraining certificationclasses equipment &productionfacilitiesat six sponsoredcommunityprogramsandservicesandhowvaluabletheyperceived eachonetobe. Thefollowingprogramsandserviceswereteste d:
Videotraining, certificationclasses, equipment &productionfacilitiesat six variouscommunityMediaCentersacrossO'ahu;
YouthXchangeStudent videoCompetition, anannual programtotrainand educatestudentsabout thevalueandimportanceof speakingout through
p p g g
thepowerful mediumofvideo;
VoteInformedelectionprogramming. Candidatepresentations, debates& forumsduringtheprimaryandgeneral elections;
Livelegislativesessions&LiveCityCouncil meetings;and
Providesfreeservicesfor non-profit organizationsenablingnon-profitsto educatethecommunityonissuesandservicesavailable.
50
educatethecommunityonissuesandservicesavailable.
Aware of 'Ōlelo-Sponsored Community
P &S i (t)
Programs & Services (cont.)
• As shownonthefollowingpage viewer awareness was highest for 'Ōlelo
• As shownonthefollowingpage, viewer awareness was highest for Ōlelo offeringliveLegislativesessionsandCityCouncil meetings(58%); theonly program/servicetestedrecalledbyamajorityofrespondents.
• JustunderhalfrecalledVoteInformedelectionprogramming(44%).
JustunderhalfrecalledVoteInformedelectionprogramming(44%).
• More than one-third knewthat 'Ōlelo provides free services for non-profit organizations(37%).
• Slightly more than onefourth were aware that 'Ōlelo sponsors the Youth
• Slightly more than one-fourth were aware that Ōlelo sponsors the Youth Xchangestudent videocompetition(28%) andthat 'Ōleloo ffersvideotraining, certification classes, equipment and production facilities at six various communityMediaCentersacrossO'ahu(26%).
• Practicallyall mentionof 'Ōlelo-sponsoredcommunityprogramsandservices cameonanaidedbasis, as very fewcouldrecall any of theprograms or servicesontheirown.
51
Aware of 'Ōlelo-Sponsored Community
P &S i (t)
80% Aware Unaided Aware Aided
Programs & Services (cont.)
50%

60%
70%
Aware, Unaided Aware, Aided
58%
44%
54%
30%
40%
50% 44% 37%
28% 26%
4% 1% 1% 1% 4%
43% 36%
27% 22%
0%
10%
20%
1% 1% 1%
0% Live Legis.
sessions and
City Council
meetings
Vote Informed
election
programming
Provides free
services for non-
profits
Youth Xchange
student video
competition
Video training,
cert. classes,
equip. &
production
52
meetings production
facilities
Base: May 2011 (407)
Note: Question was asked for the first time in May 2011
Aware of ʻŌlelo-Sponsored Community
P &S i (Additi l Fi di)
Programs & Services (Additional Findings)
Additional Findings
• Viewer awarenessof ʻŌlelooferingliveLegislativesessionsandCityCouncil meetingswassignificantlyhigheramongthosebetween35and54yearsof age (69%), as well as thosefrommiddle-income(68%) or upper-income(68%) households.
• Viewer recall of VoteInformedelectionprogrammingwassignificantlyhigher amongthose55+yearsofage(55%)andmales(51%).
• Filipinos(9%)werelessawarethanall otherethnicsegmentsthat ʻŌlelooffers videotraining, certificationclasses, equipment andproductionfacilitiesat six variouscommunityMediaCentersacrossO'ahu.
• Asignificantlygreater proportionof thosebetween35and54yearsof age (44%) knewthat ʻŌlelo provides free services for non-profit organizations enabling non-profits to educate the community on issues and services available
53
available.
Perceived Value of ʻŌlelo-Sponsored
C it P &S i
Community Programs & Services
• Asshownonthefollowingpage all ʻŌlelo-sponsoredcommunityprogramsand
• Asshownonthefollowingpage, all Ōlelo-sponsoredcommunityprogramsand servicestestedwereconsideredtobevaluable; witheachonereceivingeither

a "very valuable" or "somewhat valuable" rating fromroughly 9 in 10 respondents.
• Aslight majorityof cablesubscriberssurveyedconsidered'Ōlelo-providedfree services for non-profit organizations (56%), Vote Informed election programming(53%), andtheYouthXchangestudent videocompetition(53%) t b " l bl "
tobe"veryvaluable".
• Roughlyhalf considered'Ōlelovideotraining, certificationclasses, equipment andproductionfacilitiesat sixvariouscommunityMediaCenters(49%) tobe "veryvaluable"
veryvaluable.
• Twoin5consideredliveLegislativesessionsandCityCouncil meetings(41%) tobe"veryvaluable".
54
Perceived Value of 'Ōlelo-Sponsored
C it P &S i
Very Valuable Somewhat Valuable
Community Programs & Services
34% 37% 35%
70%
80%
90%
100% 90% 90% 88% 88% 86%
34% 37% 35% 47% 37%
40%
50%
60%
70%
56% 53% 53% 41% 49%
10%
20%
30%
0%
0% Provides free services for non-profits
Vote Informed election programming
Youth Xchange student video competition
Live Legis. sessions and CityCouncil
Video training, cert. classes, equip.&
55
profits programming competition City Council meetings
equip. & production facilities
Base: May 2011 (407)
Note: Question was asked for the first time in May 2011
Perceived Value of 'Ōlelo-Sponsored Community
P &S i (Additi lFi di)
Programs & Services (Additional Findings)
• Generallyspeaking asignificantlygreater proportionof femalesthanmales
• Generallyspeaking, asignificantlygreater proportionof femalesthanmales foundall of the'Ōlelo-sponsoredcommunityprogramsandservicestestedto be"veryvaluable".
• HawaiianviewersweremorelikelytofindtheYouthXchangestudent video

HawaiianviewersweremorelikelytofindtheYouthXchangestudent video competition, liveLegislativesessions andCity Council meetings, andVote Informedelectionprogrammingtobe"veryvaluable", whileJapaneseviewers wererelativelylesslikelytoagree.
• Thosefromlower-incomehouseholdsof lessthan$50,000weremorelikely thanthosefromupper-incomehouseholdstofindliveLegislativesessionsand CityCouncil meetingstobe"veryvaluable".
56
EverGoneTo'Ōlelo'sWebsite?
Ever Gone To Ōlelos Website?
• Overall, 1in7cablesubscriberssurveyedsaidthat theyhavegoneto'Ōlelo's website inthepast(14%).
• Thosewhohavegoneto'Ōlelo'swebsitehavegoneanaverageof 3timesin thepastthreemonths---oronceamonth,onaverage.
MEAN = 3.0 times/
Past3months
No
86%
Yes
14%
Past 3 months
57
Q: Have you ever gone to 'Ōlelo's website, 'Ōlelo.org
Base: May 2011 (407)
Note: Question was asked for the first time in May 2011
Watched Full Episode of Any
Television Program On The Internet
• Overall, 4in9cablesubscriberssurveyedsaidthat theyhavewatchedafull episodeof atelevisionprogramontheInternet(44%).
Yes
44%
No%
56%
58
Q: Have you ever watched a full episode of any television program on the Internet?
Base: May 2011 (407)
Note: Question was asked for the first time in May 2011.
Watched Full Episode of Any Television
Program On The Internet (Additional Findings)
AdditionalFindings
AdditionalFindings
• Amongthosemorelikelythanotherstohavewatchedafull episodeof a televisionprogramontheInternetwere:
Younger cablesubscriberslessthan35yearsof age(62%) andthose between35and54years(56%), versusolder cablesubscribers55+ yearsofage(16%);
Japanese(46%) andHawaiian(45%) viewers ascomparedtoFilipino (27%)viewers;and
Thosefromupper-incomehouseholdsof $75,000+(54%), versusthose fromlower-incomehouseholdsoflessthan$50,000(38%).
59
Aware of On-Demand Videos/
Programs At 'Ōlelo's Website?
• Overall, 1in10cablesubscriberssurveyedsaidthat theywereawarethat theycouldaccess, watch, or listentovideosandprogramson-demandat

ʻŌlelo'sWebsite.
Yes
10%
No
90%
60
Q: Did you know that you can access, watch, or listen to videos and programs on-demand at ʻŌlelo's website?
Base: May 2011 (407)
Note: Question was asked for the first time in May 2011.
Ever Watched or Listened To A Video/
P O D dAtʻŌl l ʻ Wbit ?
Program On-Demand At ʻŌlelo's Website?
• Overall, onlyafewrespondentsindicatedthat theyhaveever watchedor listenedtoa videoorprogramondemandat ʻŌlelo'sWebsite(3%)
videoorprogramon-demandat ŌlelosWebsite(3%).
• Thosebetweentheagesof 35to54yearsweremorelikelythanotherstohavewatchedor listenedtoavideoorprogramon-demandat ʻŌlelo'sWebsite.
No, Not Aware of
Website Yes
Website
90% 3%
No, Aware of
Website
7%
61
Q: Did you know that you can access, watch, or listen to videos and programs on-demand at ʻŌlelo's website? Have you ever watched or listened to a
video or program on-demand at ʻŌlelo's website?
Base: May 2011 (407) Note:
Question was asked for the first time in May 2011.
Likelihood of Watching/Listening To On-
D dP i AtʻŌl l ʻ Wbit ?
Thosesurveyedwerereaddetaileddescriptionsof thetypesof programmingavailablefreeondemandat
Demand Programming At ʻŌlelo's Website?
• Community-basedissues, sportsandentertainment programmingshownonCableChannel 52, also knownasOAHU
Thosesurveyedwerereaddetaileddescriptionsof thetypesof programmingavailablefreeon-demandat ʻŌlelo'sWebsiteandaskedhowlikelytheyweretowatchorlistentoeachprograminthenext fewmonths.
Thefollowingdescriptionswereread:
knownasOAHU
• Programscoveringeventsandissuesof interest about HawaiiansandotherPacificIslanders, shown onCableChannel 53,alsoknownasNATV
• NeighborhoodBoards, CityCouncil andissues-relatedprogrammingshownonCableChannel 54, alsoknownasVIEWS
alsoknownasVIEWS
• Legislativeprograms, neighborhoodboards, andotherprogramsabout eventsandissuesof interest inthecommunityshownonCableChannel 49,alsoknownasFOCUS49
• CurrentlivestreamsofCableChannels49,52,53,or54
• ʻŌleloNet onDemandvideosof HonoluluCityCouncil meetings, StateSenateandStateHouse sessions
• Currenttrafficcameraviewsandlivestreams
• Cultural/EthniceventsandprogrammingpreviouslybroadcastonʻŌlelo
62
• InspirationandgrowthprogrammingpreviouslybroadcastonʻŌlelo
• Sports,Arts&entertainmentprogrammingpreviouslybroadcastonʻŌlelo
Likelihood of Watching/Listening To On-
D dP i AtʻŌl l ʻ Wbit ?
Demand Programming At ʻŌlelo's Website?
Q: How likely would you be to watch or listen free on-demand at ʻŌlelo'swebsiteinnextfewmonths?
• Of thoseprogramstested, thosecable
Program
Very

Likely
Somewhat
Likely
Total
Likely
Current traffic camera views and livestreams 20% 32% 52%
Cultural/Ethnic events and programming
previously broadcast on ʻŌlelo
14% 31% 45%
Sports Arts&entertainmentprogramming
Ōlelos website in next few months? subscribers surveyed would be most
likely to watch current traffic camera
viewsandlivestreamsinthenext few
months(52%likely; 20%verylikely).
Sports, Arts & entertainment programming
previously broadcast on ʻŌlelo
13% 31% 44%
Community-based issues, sports and
entertainment programming shown on Cable
Channel 52, also known as OAHU
12% 32% 44%
Programs covering events & issues of interest
b tH ii / th P ifi I l d h 13% 26% 39%
• Just under half indicated that they
wouldbelikelytowatchorlistento:
– Cultural/ethnic events and
programmingpreviouslybroadcast
Ō
about Hawaiians/other Pacific Islanders, shown on
Cable Channel 53, also known as NATV
13% 26% 39%
Neighborhood Boards, City Council and issues-
related programming shown on Cable Channel
54, also known as VIEWS
13% 26% 39%
ʻŌleloNet on Demand videos of Honolulu City
on ʻŌlelo (45%likely; 14%very
likely);
– Sports, arts & entertainment
programmingpreviouslybroadcast
Ō
Council meetings, State Senate & State House
sessions
13% 23% 36%
Current livestreams of Cable Channels 49, 52, 53,
or 54
9% 27% 36%
Legislative programs, neighborhood boards, and
other programs about events and issues of 12% 23% 35%
on ʻŌlelo (44%likely; 13%very
likely);or
– Community-based issues, sports
and entertainment programming
63
interest in the community shown on Cable
Channel 49, also known as FOCUS 49
12% 23% 35%
Inspiration and growth programming previously
broadcast on ʻŌlelo
10% 23% 33%
shownonCableChannel 52, also
knownasOAHU(44%likely; 12%
verylikely).
Likelihood of Watching/Listening To On-Demand

ProgrammingAt'Ōlelo'sWebsite?(Additional Findings)
Programming At 'Ōlelo's Website? (Additional Findings)
Additional Findings
• Basedonsurveyresponses, Filipinocablesubscriberswouldbethemost likelydemographicsegment toutilizeon-demandprogrammingat 'Ōlelo's websiteinthenextfewmonths
websiteinthenextfewmonths.
• Inaddition, thosefromlower-incomehouseholdsalsoappear tobestrong candidatestobe"verylikely" usersof on-demandprogrammingat 'Ōlelo's website
website.
• Incontrast, JapaneseandCaucasianviewers, aswell asthose55+years of age, displayedagreaterpropensitythanotherstobe"not at all likely"to takeadvantageof on-demandprogrammingat'Ōlelo'swebsite.
g p g g
64
EffectsofNewMethodology
Effects of New Methodology
DataSetComparisons
Data Set Comparisons
WiththechangeinthesurveymethodologyinMay2011, therearequestionsas towhether anychangesnotedinthefindingsarearesult of achangeinthe methodologyversusactual changesinthepopulation. Inordertoaddressthese concerns, May 2011datawas runintwoways for comparisonpurposes: 1) Basedonthenewrecommendedweightsbasedoncombinedmethodologies
Basedonthenewrecommendedweightsbasedoncombinedmethodologies andhouseholdtechnologiesand2) Byselectingonlythosewhocompletedthe surveyvialandlineandweighingthedatabyage(aswasdoneinpast tracking data). Comparisonsbasedonkeytrackingmetricsarepresentedinthetablesto follow. Therewereseveral areasof notewherevarianceinkeytrackingmetrics appearedtobearesult of thechangeinmethodology--- andamoreaccurate representationofcurrentpopulationviewingbehaviors.
66
DataSetComparisons(cont.)
Data Set Comparisons (cont.)
• Lookingat landlinedataonlyfromtheMay2011survey, awarenessnumbersforall individual PEGA Ch l i hh i f Ch l 2(OAHU) ldb dl l
PEGAccessChannelswiththeexceptionof Channel 52(OAHU)wouldbereportedlylower.
Viewing Public Access Channels: Tracking
AwareofChannel
May □1
(Landline
Dt Ol)
Aware of Channel
May □1 Data Only) Nov □6 Jan □6
OAHU 58% 58% 58% 58%
VIEWS 62% 55% 57% 49%
NATV 44% 40% 45% 43%
TEC/TEACH 56% 50% 58% 50%
FOCUS 48% 42% 29% n/a
67
FOCUS 48% 42% 29% n/a
Base: (407) (265) (406) (403)
DataSetComparisons(cont.)
Data Set Comparisons (cont.)
• Thereis very littledifferencenotedinviewershipnumbers for eachindividual PEG A Ch l b d h l dli l l Vi hi ill d li d ll
AccessChannel basedonthelandlineonlysample; Viewershipstill declinedacrossall channelswiththeexceptionof Channel 49(FOCUS).
Viewing Public Access Channels: Tracking
May □1
(Landline
Watched in Past Month
May □1 Data Only) Nov □6 Jan □6

OAHU 17% 18% 21% 19%
VIEWS 18% 19% 22% 18%
VIEWS
NATV 16% 17% 20% 19%
TEC/TEACH 14% 15% 22% 16%
OCS
68
FOCUS 14% 14% 12% n/a
Base: (407) (265) (406) (403)
DataSetComparisons(cont.)
Data Set Comparisons (cont.)
• Differencesrelatedtothenewmethodologyaremorepronouncedwhenlookingat total
i hi f PEGA Ch l (h h b hi h d li d
viewershipof anyPEGAccessChannel (wherethereappearstobehigherunduplicated
reachamongthelandlinesample) andthosewhoperceivedPEGAccessChannelsto
be"veryvaluable"(muchhigheramongthelandlinesample).
May□1
May □1
May 11
(Landline
Data Only) Nov □6 Jan □6
Aware of Any PEG
AccessChannel
Access Channel
Yes 78% 81% 76% 79%
Watched Any PEG
Access Channel
Yes 33% 40% 39% 40%
Perceived Value of
PEG Access Channels
VeryValuable 31% 41% 34% 37%
69
Very Valuable 31% 41% 34% 37%
Somewhat Valuable 52% 45% 46% 43%
Base: (407) (265) (406) (403)
Appendix
Appendix