

**Letter Agreement
Between
Office of Hawaiian Affairs, Na'i Aupuni, and Akamai Foundation**

The terms of this Letter Agreement shall be binding on the signatories to this Letter Agreement, on the signatories to the Grant Agreement, and on the signatories to the Fiscal Sponsorship Agreement, namely: the Office of Hawaiian Affairs (OHA), Na'i Aupuni (NA), and the Akamai Foundation (AF) (collectively "parties").

OHA's Board of Trustees has authorized the use of trust funds of up to \$2,598,547 by their approval of OHA Action Item No. ARM #14-07 on October 16, 2014.

The undersigned mutually agree to the method and timing of the disbursement of the approved grant funds by OHA to the Akamai Foundation, aka Sponsor, for the benefit of Na'i Aupuni, aka Client.

1. No funds will be disbursed unless such disbursements are consistent with the Grant Agreement and the Fiscal Sponsorship Agreement executed by the parties.

2. Upon execution of the Grant Agreement, **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS** (\$250,000)("initial payment") shall be provided to AF, the Sponsor, within five (5) business days.

3. All subsequent payments have been authorized by OHA's Chief Executive Officer and funding shall be made available upon the request of the AF, the Sponsor, based upon the following Schedule of Disbursements:

- A. Item number 2. above (\$250,000).
- B. Per Na'i Aupuni's Projected Budget (3/9/2015) for Apportionment and Election Contract, plus the Independent Election Monitoring Contract (\$276,250), plus first tranche of funding for any attorneys fees, any other consultants or if any budget category needs additional funding (\$159,137.33).
- C. Per Na'i Aupuni's Projected Budget for the Governance 'Aha Contract (\$1,457,088), plus second tranche of funding for any attorneys fees, any other consultants or if any budget category needs additional funding (\$159,137.33).
- D. Per Na'i Aupuni's Projected Budget for the Referendum Contract and Independent Referendum Monitoring Contract (\$137,250), plus third tranche of funding for any attorneys fees, any other consultants or if any

budget category needs additional funding (\$159,137.33).

At any point in time, OHA's Chief Executive Officer has the right to object to a requested disbursement on the grounds that such disbursement is inconsistent with the Grant Agreement and/or the Fiscal Sponsorship Agreement.

3. It is mutually agreed that the terms of this Letter Agreement are hereby incorporated into the Grant Agreement by reference.

4. Should any of the terms of this Letter Agreement conflict with the Grant Agreement or the Fiscal Sponsorship Agreement, the terms of the Grant Agreement and the Fiscal Sponsorship Agreement will prevail.

5. The terms of this Letter Agreement may not be changed except by mutual agreement and by a writing signed by the parties.

6. Each party signing this Letter Agreement represents to each other that they are authorized by their respective organizations to execute this agreement and to be bound by the terms thereof.

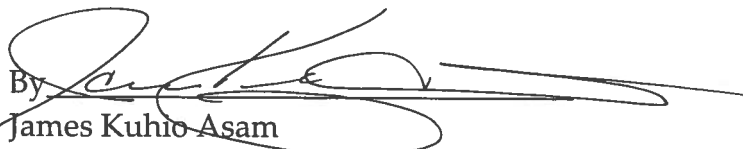
OFFICE OF HAWAIIAN AFFAIRS

Date: 5/8/15

By 
Kamana'opono Crabbe, Ph.D.
Its Chief Executive Officer

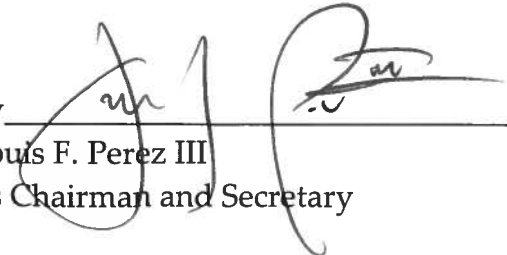
NA'I AUPUNI

Date: 05-07-2015

By 
James Kuhio Asam
Its President and Director

AKAMAI FOUNDATION

Date: 5/8/15

By 
Louis F. Perez III
Its Chairman and Secretary