

CALIFORNIA COASTAL COMMISSION

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F12a/13a

CDP 9-18-0593/CC-0008-18

JANUARY 18, 2019

EXHIBITS

- Exhibit 1 – Regional overview
- Exhibit 2 – Marine Route
- Exhibit 3 – Terrestrial components
- Exhibit 4 – Terrestrial project detail
- Exhibit 5 – Habitat Areas of Particular Concern
- Exhibit 6 – Marine hazards
- Exhibit 7 – Marine protected areas
- Exhibit 8 – Sea plow schematic
- Exhibit 9 – EIR mitigation measures
- Exhibit 10 – Fishing agreement

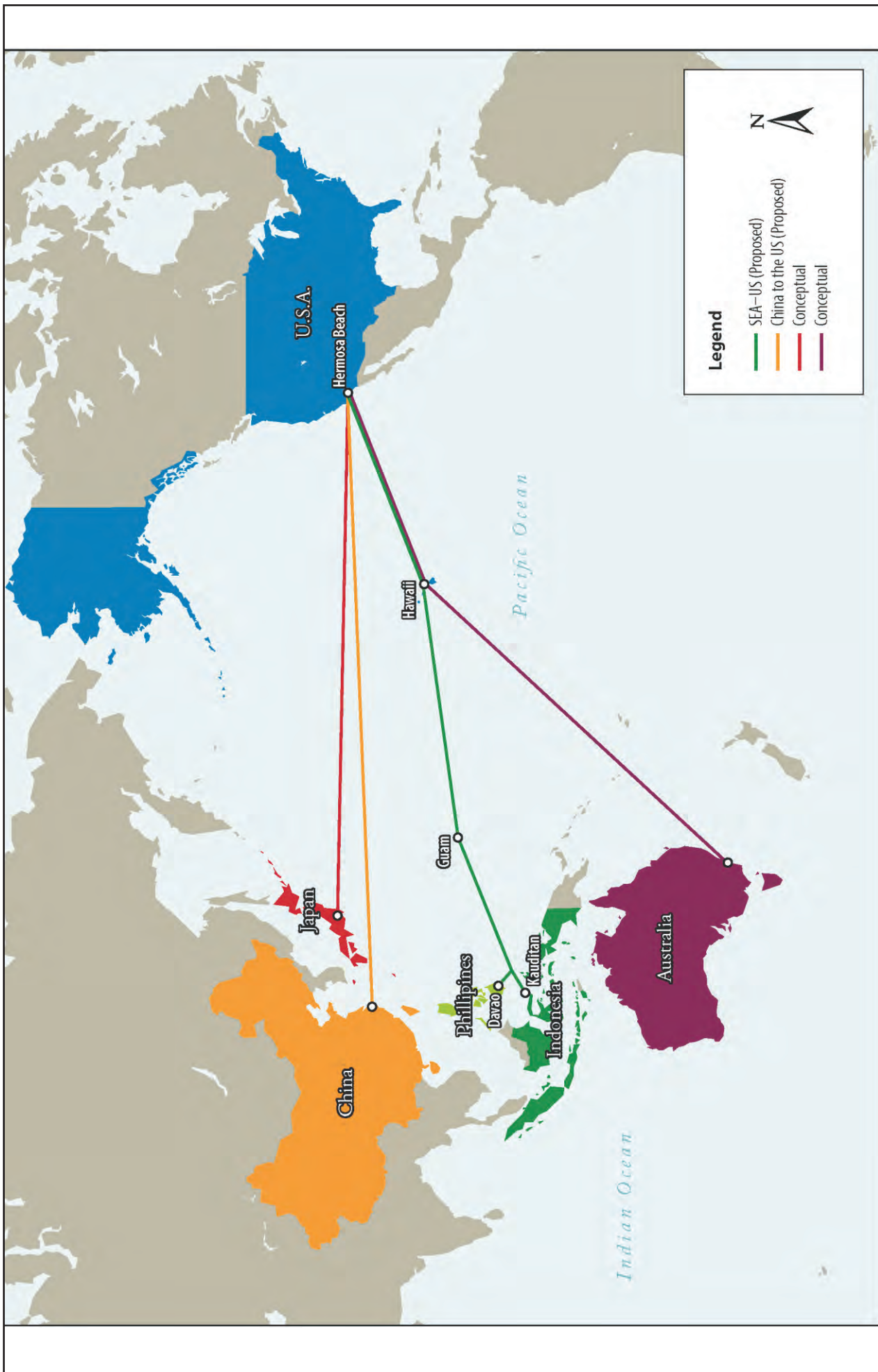


Figure 1-1
Systems Overview

Source: ICF

SX-NEXT Subsea Cable System Overview Figure & Marine Alignment



Figure 1

SX-NEXT Subsea Cable System Terrestrial Facilities



Figure 2

SX-NEXT Subsea Cable System
Landing Location and Ocean Ground Bed



Figure 3

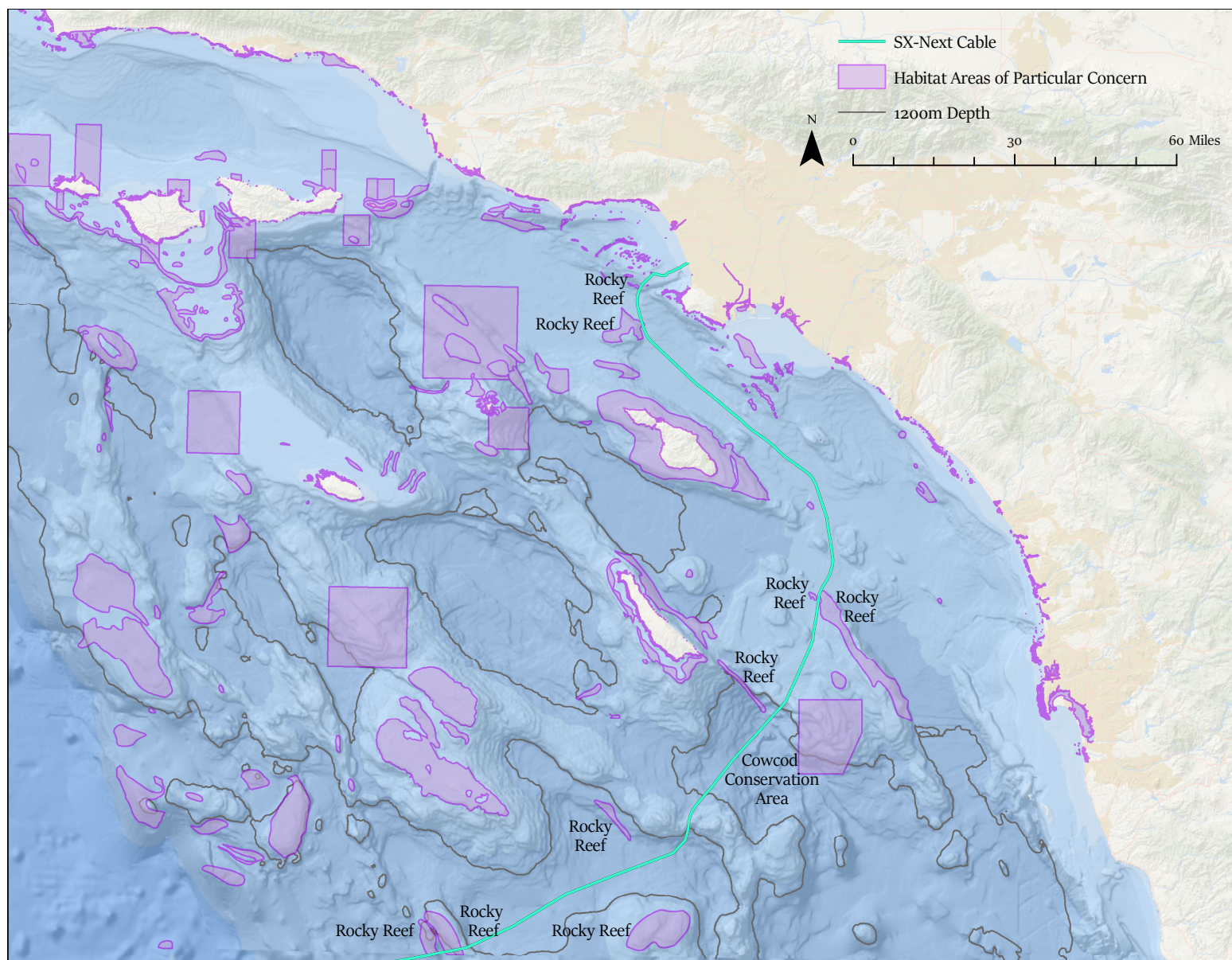
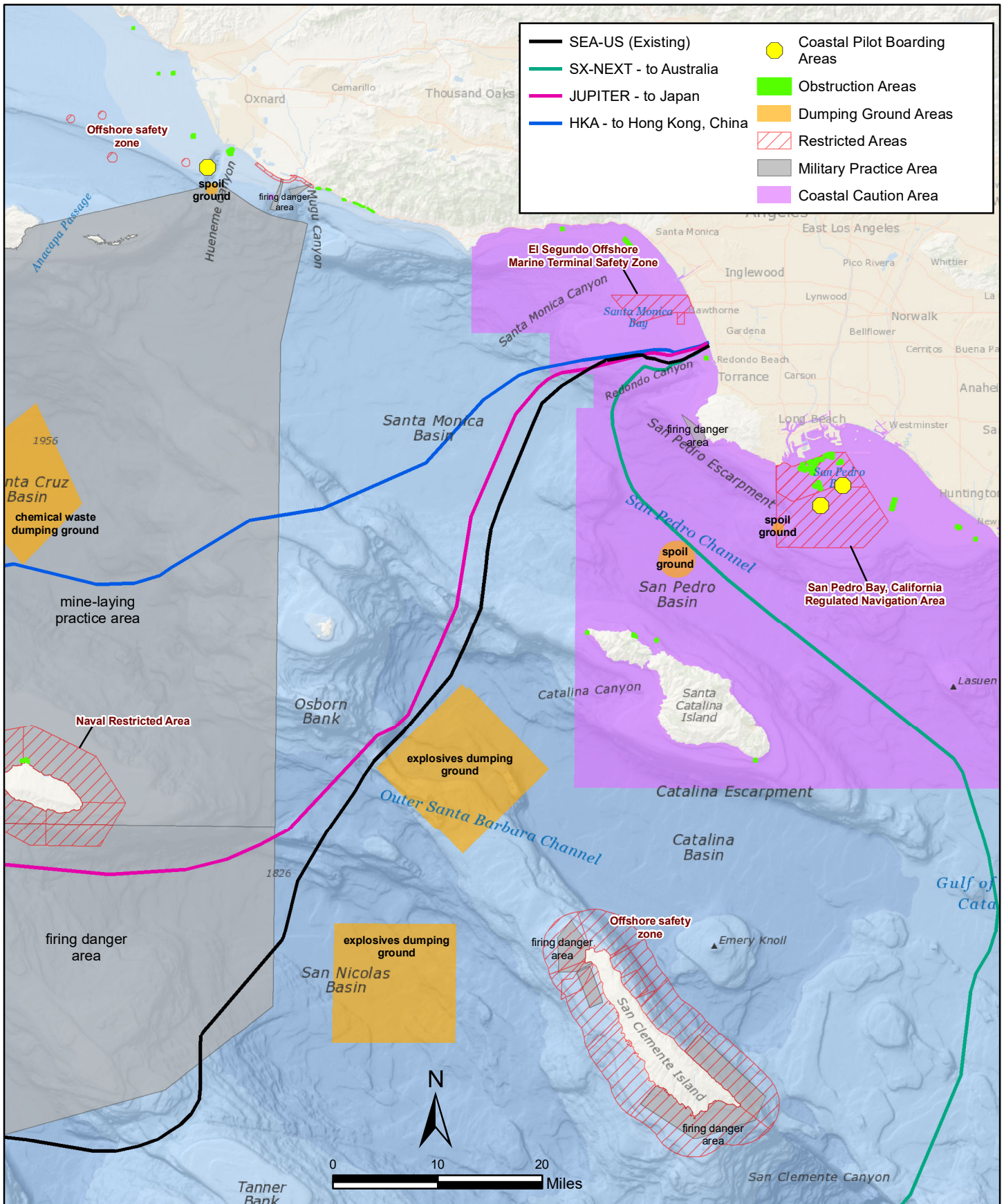
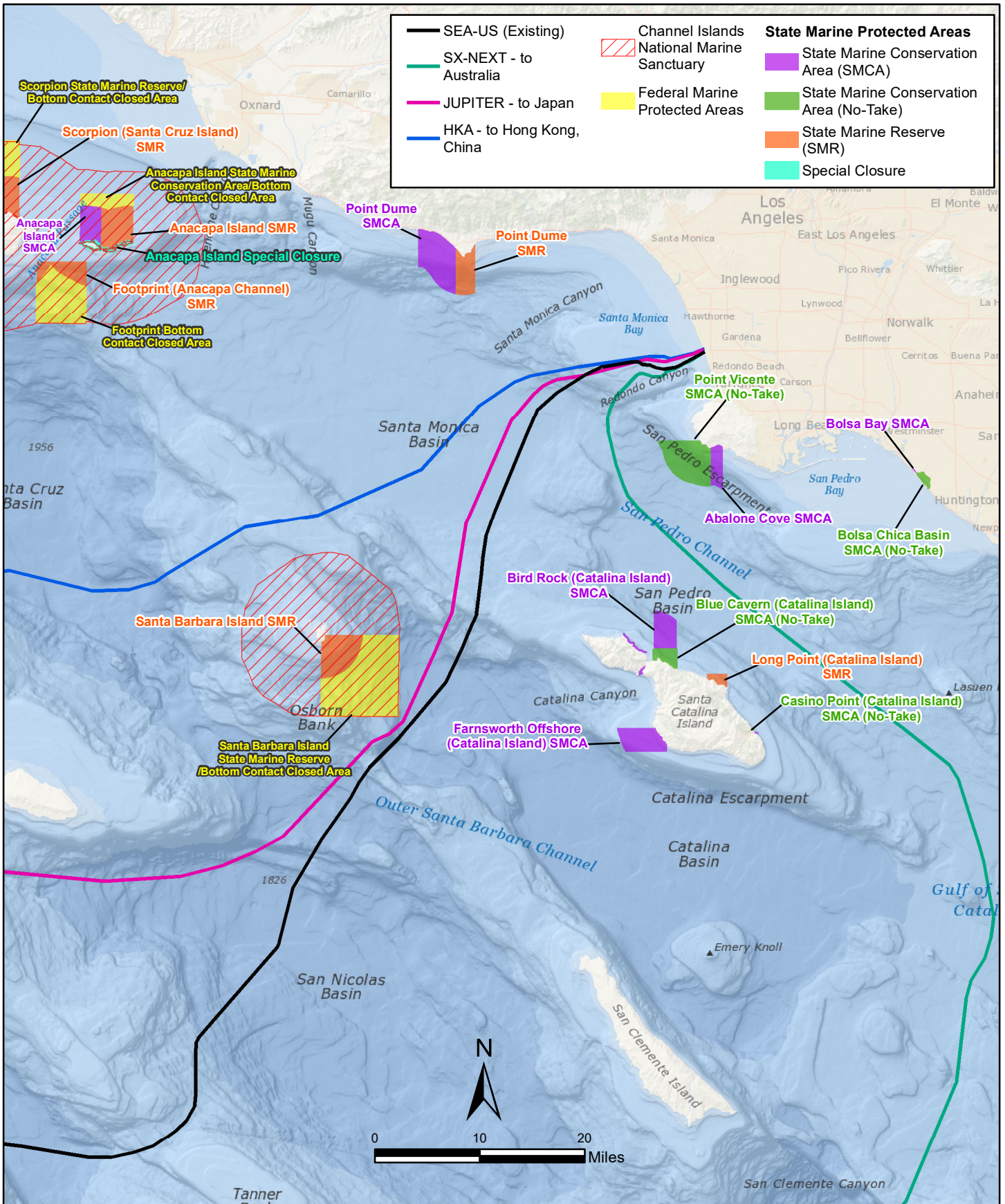


Figure 9: Habitat Areas of Particular Concern (HAPC) located along the SX-NEXT Fiber Optic Cable Route Offshore California.



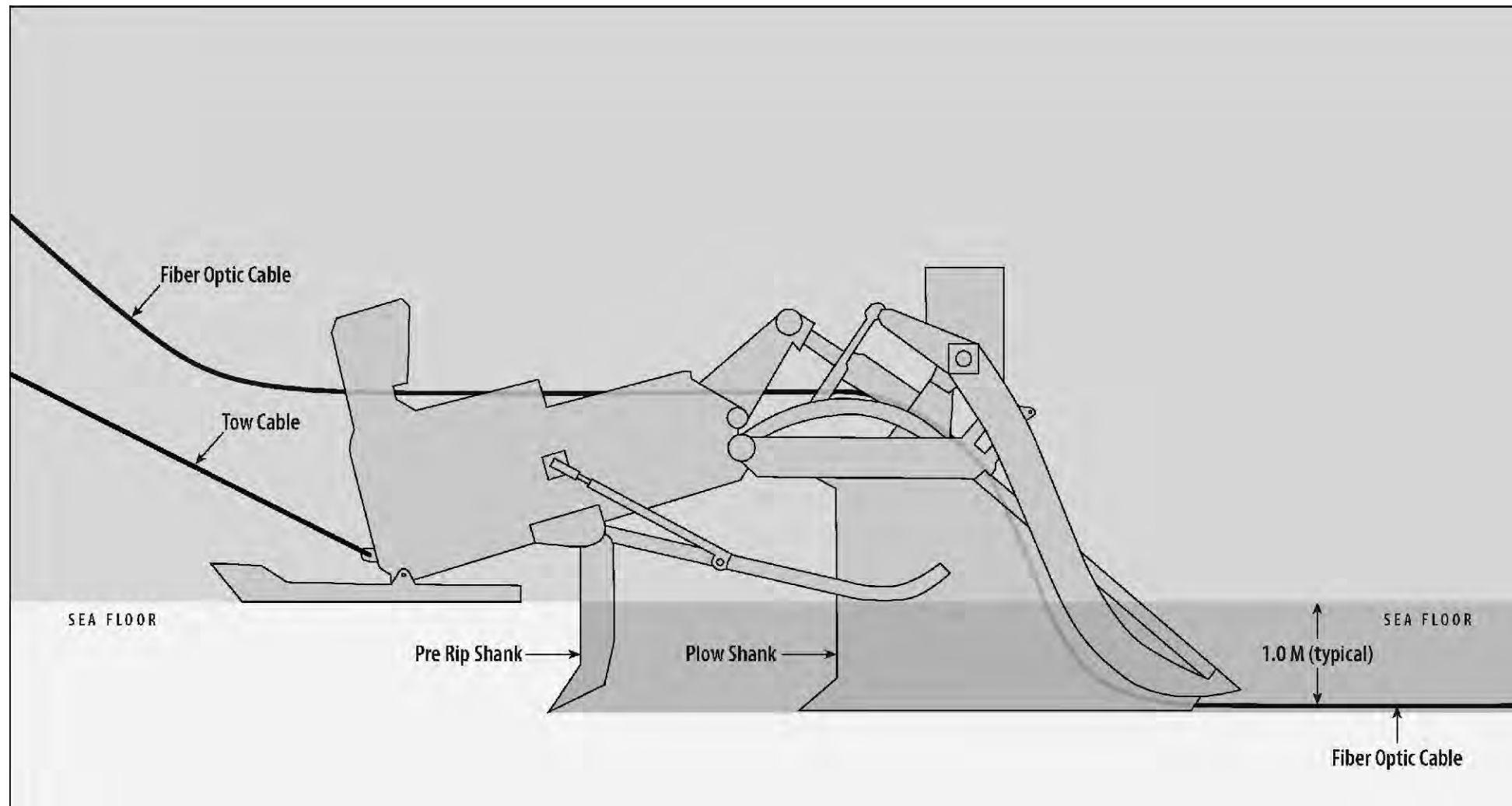
Source: ICF International, NOAA, ESRI

Figure 11
Hazard Areas



Source: ICF International, CDFW, NOAA, ESRI

Figure 12
Marine Protected Areas



Source: ICF

Figure 10
Sea Plow

Mitigation Measures from the City of Hermosa Beach's Final EIR for the Transpacific Fiber-Optic Cables Project (March 2016) That Are Incorporated Into CDP 9-18-0593 and CC-0008-18

- BIO-1 Avoid Disturbing Roosting Western Snowy Plovers or California Least Terns.** If the beach landing sites are selected, the directional bore and facility installation activities will be conducted outside of the roosting period for western snowy plovers (September through March) as feasible, to avoid impacts on roosting snowy plovers. If the beach landing sites will be established, and construction activities at the bore sites must occur during the roosting season, a qualified biologist approved by the City will contact USFWS and CDFW to determine if the site(s) are within a Special Protection Zone for roosting western snowy plovers. If the landing site(s) are within a Special Protection Zone, construction activities will not be allowed until western snowy plovers are no longer present. If the area is not within a Special Protection Zone, a qualified biologist will survey the area for western snowy plovers using established protocols and in coordination with USFWS and CDFW to determine if plovers are present. If present, no work will occur until after snowy plovers leave the roost site for the season. The qualified biologist will also survey the area for California least terns using established protocols and in coordination with USFWS and CDFW to determine if California least terns are present. If surveys are negative for western snowy plovers or California least terns, work may proceed during the roosting period and the biologist will be present to monitor the establishment of the beach landing sites to ensure that no western snowy plovers or California least terns are injured or killed, should they arrive in the area subsequent to work commencing. The sites will include fencing/walls that will prevent western snowy plovers or California least terns from entering the work areas. The biologist will conduct weekly site visits to ensure that fence/ walls are intact until construction activities are finished at the sites and all equipment is removed from the beach. The results of the preconstruction survey will be submitted to the City prior to the establishment of beach landing sites. All biological monitoring efforts will be documented in monthly compliance reports to the City.
- BIO-2 Conduct preconstruction surveys for nesting raptors and other birds.** Prior to commencement of construction, the applicant shall retain a qualified avian biologist approved by the City of Hermosa Beach to conduct pre- construction surveys for nesting birds within 100 feet of work areas on the beach, along the greenbelt, and in Valley Park. The preconstruction survey for active nests will occur within 2 weeks of the start of construction activities if construction activities in these areas occur between March 1 and August 31 (the period covering the nesting season for most birds). If an active nest is identified during the survey, a 50-foot (15-meter) buffer zone will be established around the nest to minimize potential impacts on nesting activities from vegetation trimming and construction noise. The prescribed buffers may be adjusted by the qualified avian biologist based on existing conditions around the nest, planned construction activities, tolerance of the species, and other pertinent factors. The qualified avian biologist shall conduct regular monitoring of the nest to

determine success/failure and to ensure that Project activities are not conducted within the buffer(s) until the nesting cycle is complete or the nest fails. The avian biologist shall be responsible for documenting the results of the surveys, nest buffers implemented, and the results of ongoing monitoring and shall provide a copy of the monitoring reports for impact areas to the City on a monthly basis. If trees or existing structures with nests are to be removed as part of Project-related construction activities, they shall be done so outside of the nesting season to avoid impacts to nesting raptors and other birds. If removal during the nesting season cannot be avoided, all trees shall be inspected for active nests by the biologist. If nests are found within these structures and contain eggs or young, no activities within a 50-foot buffer shall occur until the young have fledged the nest.

BIO-6a Minimize Crossing of Hard-Bottom Substrate Communities. The proposed cable routes will be set to minimize crossing of high-relief rocky outcroppings. Sections that cross high-relief rocky outcroppings that may have suitable habitat for sensitive species and communities (e.g., deep-sea coral communities) will be identified during geophysical surveys. Attempts will be made to adjust the cable alignment within boundaries of the surveyed route to avoid or reduce crossing the outcroppings. The applicant will include in the burial report a detailed account of all hard-bottom substrate communities crossed during the cable laying activities, including the measures taken to reduce and/or minimize the amount crossed.

BIO-10a Include a Biologist for Marine Mammal and Sea Turtle Monitoring During All Vessel Activities. Monitoring by a biologist familiar with marine mammal and sea turtle behavior will be the work area such that interactions may occur, the biologist will have the authority conducted during all marine cable lay, post lay burial, or inspection activities that occur within the continental shelf of California. In the event that marine mammals or sea turtles are present in the immediate area of the Project vessels or are approaching to halt vessel operations until any risk of collision has passed. A report documenting the monitoring activities including the number of marine mammals or turtles observed and any avoidance actions required will be submitted to the City within 30 days of cable laying operations on the continental shelf.

BIO-10b Modify Vessel Operations When Marine Mammals and Sea Turtles are Present. Vessels operating with marine mammals or sea turtles in the area will modify operations to achieve the following to reduce the potential for interactions marine mammals.

- When paralleling whales or sea turtles, support vessels will operate at a constant speed that is not faster than the whales or sea turtles.
- Female whales will not be separated from their calves.
- Support vessels will not be used to herd or drive whales or sea turtles.
- If a whale or sea turtles engages in evasive or defensive action, Project support vessels will drop back until the animal calms or moves out of the area.

BIO-10c Report Collisions. Collisions with marine mammals or sea turtles will be reported to the City within 48 hours and to federal and state agencies pursuant to each agency's

reporting procedures. Any further compensation or mitigation required by an agency as the result of a collision with marine mammals or sea turtles shall be determined by the respective agency. Should an animal collide with a vessel and require assistance, the applicant shall provide all required funds as compensatory mitigation to ensure the recovery and management of the animal as determined by the responsible agency. In the event of a mortality, the applicant shall provide compensatory mitigation for the conservation and management of the species at a rate to be determined by the responsible agency if necessary.

CR-1b Archaeological Monitoring Plan. Prior to any ground-disturbing activities, an Archaeological Monitoring Plan shall be developed by a qualified archaeologist with provision for review and input by concerned Native Americans and approval by the City. The Plan will also address worker safety during ground disturbing activities and installation of power feed equipment in the City Maintenance Building. The Plan is to include provisions for archaeological and Native American monitoring, detailed documentation of all early twentieth-century artifact-bearing deposits exposed during ground-disturbing site work, and development of a clear collection policy for both prehistoric and historic artifacts, subsequent artifact analysis, reporting of findings, and disposition and/or curation of any significant artifacts recovered. All reports of findings shall be filed with the SCCIC.

CR-2a Evaluate and Treat Incidental Discovered Cultural Resources. In the event that previously unidentified cultural resources are uncovered during Project implementation, all work within 100 feet of the discovery will be halted and redirected to another location. The find will be secured, and a cultural resources specialist who meets the Secretary of Interior Professional Qualifications Standards will be contacted immediately. The cultural resources specialist will inspect the discovery and determine whether further investigation is required. If additional impacts to the discovery can be avoided, the resource will be documented on California Department of Parks and Recreation cultural resource records (Form DPR 523) and filed at the California Historical Resources Information System; no further effort will be required. If additional disturbance to the resource cannot be avoided, the cultural resources specialist will evaluate the significance and California Register of Historical Resources eligibility of the resource and (if warranted) implement data recovery excavation or other appropriate treatment measures. If cultural materials are discovered at the directional bore sites, appropriate treatment may also include the exploration and data recovery excavation of the resource where it would be impacted by the borers in addition to the bore site itself. The methods and results of evaluation or data recovery work at an archaeological find will be documented in a professional level technical report to be filed with the South Central Coastal Information Center.

CR-2b Monitor for cultural resources. Any Project-related ground-disturbing activities, with the exception of trenchless construction or directional boring, that will affect

naturally occurring sediments below any artificial fill must be done in the presence of an archaeological monitor who is working under the supervision of an archaeologist who meets the Secretary of Interior Professional Qualification standards, or who meets those standards themselves. Although it is not possible to monitor trenchless construction, directional boring, or conventional boring, the entry/exit sites for these techniques should be monitored. If, during the course of monitoring, a potentially significant resource is discovered, the archaeological monitor will have the authority to stop or redirect ground-disturbing activities away from the resource until it can be evaluated. The archaeological monitor must be able to: (1) recognize cultural resources; (2) take accurate and detailed field notes, photographs, and location coordinates; and (3) document Project-related ground-disturbance activities, their locations, and other relevant information, including a photo-graphic record. The monitor shall identify, record, evaluate and determine appropriate treatment for any resources inadvertently discovered during ground disturbance. If cultural resources are encountered inadvertently, treatment shall occur as per Mitigation Measure CR-2a.

CR-4a Evaluate and Treat Incidental Discovered Paleontological Resources. If paleontological resources are encountered during Project subsurface construction, all ground-disturbing activities within 25 feet (7.6 meters) will be halted or redirected to avoid additional impact and a qualified paleontologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. Project personnel will not collect or move any paleontological materials. Adverse effects on such deposits will be avoided by Project activities. Upon completion of the assessment, a report documenting methods, findings, and recommendations will be prepared and submitted to the City of Hermosa Beach and, if paleontological materials are recovered, they would be stored at a paleontological repository, such as the Natural History Museum of Los Angeles County.

CR-4b Monitor for Paleontological Resources. A paleontological monitor will be present during ground disturbance when a depth of approximately 8 feet (2.4 meters) or greater is reached to monitor for paleontological resources that may be encountered in the older Quaternary terrace deposits that underlie the surficial dune and beach deposits. The paleontological monitor will be able to: (1) recognize fossils and paleontological deposits, and deposits that may be paleontologically sensitive; (2) take accurate and detailed field notes, photographs, and locality coordinates; and (3) document project-related ground-disturbing activities, their locations, and other relevant information, including a photographic record.

CR-5 Appropriately Treat Inadvertent Discovered Human Remains. If human remains are discovered or recognized during construction-related activities, all excavation or other disturbance within 100 feet of the discovery will be halted and directed away from the discovery until the Los Angeles County Coroner can determine if the discovery requires an investigation or if the remains are those of a prehistoric Native American. If the remains are determined to be Native

American, the coroner will contact the NAHC. The NAHC will work with the landowner and a designated Most Likely Descendent to determine the disposition of the remains. According to the State and Healthy Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and disturbance of Native American cemeteries is a felony (Section 7052).

GEO-1 Avoid Unique Geological Features and Hazards. Prior to construction, the applicant will conduct a geotechnical study evaluation of sea floor conditions and geologic hazards for the marine portion of the Project. Using this information, the applicant shall re-align the cable where feasible to avoid unstable areas or hazards. The geotechnical study will be prepared by a qualified and must contain bathymetry data, characterization of sub-surface sediments and grain size of sub-surface sediments, of the seabed at representative areas. The marine geotechnical survey will be conducted using an accurate electronic positioning system (accuracy of 3m or less) and a side-scan sonar at a minimum. Vessel speed should not exceed 4 knots. The side-scan sonar should have a resolution capability of 600 KhZ operating at 50m or less per channel. The applicant will use these studies to determine the appropriate engineering for the marine portions of the Project to minimize geotechnical hazard impacts.

HAZ-1a Spill Prevention and Contingency Plan. The applicant will prepare and shall strictly adhere to a Spill Prevention and Contingency Plan (SPCP) for terrestrial construction activities. The SPCP will be submitted to the City of Hermosa Beach Fire Department for approval prior to issuance of the City's construction permit. At a minimum, the plan will include the following:

- Hazard assessment, which shall contain: A copy of the MSDS for every hazardous material used, CAS number, SIC Code, United Nations Identification Number, a list of the chemical names and any common names of every hazardous material (as defined by the City of Hermosa Beach Municipal Code Section 8.16.020), the maximum amount of hazardous material handled or used at any one time over the course of a year, and the characteristics of all hazardous material disclosed including, but not limited to, the degree such material may be toxic, flammable, reactive and corrosive.
- Spill prevention and containment, which shall include: specific information as to how and where hazardous materials are handled or used in order to allow fire and safety personnel to prepare adequate emergency response plans for the potential release of such hazardous materials, including clear and legible diagrams and annotated site maps.
- Emergency Response Procedures for both a release and/or a threatened release of a hazardous material, which shall include: The name, title, and twenty-four (24) hour telephone number of a contact person, and an alternate, representing the business who can provide technical information and assistance in the event of a release or a threatened release of hazardous materials. The contact person shall have full facility access, site familiarity, and authority to make decisions regarding incident mitigation, in conjunction with the fire department.
- Reporting procedures including a contact list.
- Closing the spill incident

- HAZ-1b Worker Training.** Prior to construction, all construction site workers will be trained to recognize and respond to spills as mandated by the required plans, including which authorities to contact. The crews will be supplied with, and trained in, the use of containment devices and spill kits which contain at a minimum sorbent booms and pads, personal protective equipment and detailed emergency response guidance. The workers will also be trained in the proper response to a drilling fluid frack out and the proper procedures in the event of a total loss of return or frack out as well as the proper containment and disposal procedures. Records of all training will be sent to the City at the end of each Project construction phase along with a report detailing the training plans.
- HAZ-1c Maintain Equipment.** Prior to entry on the construction site, and periodically during construction, all construction equipment will be inspected for line breakage and leakage. Any equipment found to be chronically or continuously leaking will be immediately removed off site and repaired before returning to operation.
- HAZ-1d Refueling Practices.** Absorbent material such as pads or drip pans will be placed underneath all vehicles and equipment during equipment refueling or maintenance. If the beach landing sites are utilized for the boring activities, refueling activities may only be conducted within a designated and contained refueling area. Any refueling activity on the beach must also be conducted at least 100 feet (30.5 meters) from the mean high tide line. Any and all fluids drained from equipment will be collected in leak-proof containers and disposed of at an appropriate recycling facility if possible. If no recycling facility is available, an appropriate disposal facility may be used.
- HWQ-2a Spill Prevention Plan.** The Project shall include a spill prevention plan to ensure fuel, oils, and fluids used for equipment operation and maintenance are prevented from entering the environment. This plan shall also include the procedures for reporting all spills to the relevant agencies, and a report, to be prepared by the applicant and submitted to the City at the end of each construction phase documenting all incidents during each phase. All of the vessels that are expected to be utilized as part of the proposed Project would be required to maintain compliance with the Vessel General Permits as required by the Clean Water Act Section 402. These permits impose strict limits on incidental discharges, including those from lubricants, for all vessels which operate within three nautical miles of the U.S. coastline. These permits require the use of environmentally acceptable lubricants and other preventative measures (USEPA, 2012). Failure to comply with the requirements of the vessel permits would result in a violation of the Clean Water Act Section 402 Permit.
- HWQ-2b Vessel Waste Management Plan.** Require all vessels to be equipped to collect, contain, and treat waste products. If any ballast water is discharged, the location and volume would be documented and all debris falling into the water must be documented by time, date, and location. All documented incidents shall be reported to the City and other relevant agencies at the end of each

phase.

HWQ-2c Shipboard Oil Pollution Emergency Plan. The vessels contracted by the Applicant will have shipboard oil pollution emergency plans (SOPEPs) prepared for the installation, repair, and monitoring of the Project. The SOPEPs will be prepared to be compliant with the International Convention for the Prevention of Pollution from Ships (MARPOL) Annex I and V. This plan will contain the preventative measures and the procedures which will be followed in the event of a spill in the nearshore or offshore environment and will include at a minimum:

- Purpose and need for the plan
- Assessment of the potential hazards
- Spill Prevention and Containment
- Emergency Response Procedures
- Reporting Procedures to the City and other relevant agencies
- Closing of the spill incident, and
- A Spill notification contact list

N-2a Employ Noise-Reducing Construction Practices. The construction contractor shall implement noise-reducing construction practices to reduce noise to the greatest extent feasible. Measures that can be implemented include, but are not limited to, the following:

- All stationary construction equipment shall be located at the greatest distance feasible from residences and other noise-sensitive receptors.
- Based on the equipment layout, portable noise barriers shall be strategically positioned around equipment at each cable landing site to absorb and reduce noise generated by operation of the equipment. The noise barriers will be positioned so as not to interfere with the operation of the equipment. These portable noise barriers will be in addition to the perimeter noise barrier to be installed around each cable landing site.
- All construction equipment, including the horizontal directional drill rig, shall be well maintained and include mufflers or other sound attenuation devices consistent with manufacturer specifications (as applicable).
- Material stockpiles and mobile equipment staging, parking, and maintenance areas shall be located as far as practicable from noise-sensitive receptors.
- The use of noise-producing signals, including horns, whistles, alarms, and bells, shall be for safety warning purposes only.

TT-1a Construction Traffic Control Plan. Prior to the start of construction, the project applicant shall submit a Construction Traffic Control Plan for review and approval by the City of Hermosa Beach, the City of Manhattan Beach (for affected roadways only), Caltrans (for Pacific Coast Highway only), and all agencies with jurisdiction over public roads and transportation facilities that would be directly affected by the construction activities and/or would require permits and approvals. The Construction Traffic Control Plan shall include, but not be limited to:

- The locations and use of flaggers, warning signs, lights, barricades, delineators, cones, arrow boards, etc. according to standard guidelines

outlined in the Manual on Uniform Traffic Control Devices, the Standard Specifications for Public Works Construction, and/or the California Joint Utility Traffic Control Manual.

- The locations of all road or traffic lane segments that would need to be temporarily closed or disrupted due to construction activities.
- Methods to reduce temporary traffic delays to the maximum extent feasible and prohibit delivery of construction materials during peak traffic periods (6:00 to 9:00 a.m. and 3:30 to 6:30 p.m. Monday through Friday, or as directed in writing by the affected public agency in encroachment or other permits). This should also include feasible ways to avoid construction-related trips during peak traffic periods.
- Methods to comply with all specified requirements within necessary surface transportation permits or agreements, including but not limited to encroachment permit(s) from all affected jurisdictions.
- Plans to provide written notification to property owners and tenants at properties affected by access restrictions to inform them about the timing and duration of obstructions and to arrange for alternative access if necessary. The coordination shall occur at least one week prior to any blockages.
- Plans to coordinate in advance with emergency service providers to avoid restricting the movements of emergency vehicles. Police departments and fire departments shall be notified in advance by the project applicant of the proposed locations, nature, timing, and duration of any roadway disruptions, and shall be advised of any access restrictions that could impact their effectiveness. At locations where roads will be blocked, provisions shall be ready at all times to accommodate emergency vehicles, such as immediately stopping work for emergency vehicle passage, providing short detours, and developing alternate routes in conjunction with the public agencies. Documentation of the coordination with police and fire departments shall be provided to the City of Hermosa Beach and/or City of Manhattan Beach prior to the start of construction.
- Provisions for ensuring detours or safe movement of pedestrians and bicycles through all affected facilities.
- Plans to coordinate with Beach Cities Transit (BCT) and the Los Angeles County Metropolitan Transit Authority (MTA) at least one month prior to construction and present ways to minimize potential impacts to bus transit service on PCH, Longfellow Avenue, and any other affected route. Documentation of the coordination with bus transit companies shall be provided to the City of Hermosa Beach and/or City of Manhattan Beach prior to the start of construction. Should the ongoing maintenance activities at manholes affect active bus stops, coordination with the affected bus transit agencies shall address means to reduce disruptions to bus services.
- Define the method for maintaining close coordination, prior to and during construction, with all agencies responsible for encroachment permits on each affected roadway, to minimize cumulative impacts of multiple simultaneous construction projects affecting shared portions of the circulation system.

**FOURTH AMENDMENT
TO THE
SOUTHERN CALIFORNIA CABLE & FISHING AGREEMENT**

This Fourth Amendment (this “Amendment”) to the Southern California Cable & Fishing Agreement dated as of June 8, 2002 (the “Agreement”) is agreed to this 14th day of April, 2018.

WHEREAS, TATA (US), Project Unity, SEA-US, PLCN are currently parties to the Southern California Cable & Fishing Agreement dated as of June 8, 2002 (the “Agreement”), along with Fishing Industry representatives.

WHEREAS, The South Bay Cable/Fisheries Liaison Committee, Inc. (SBCFLCI) was formed on May 21, 2011 by restatement of its articles of incorporation filed with the California Secretary of State and is the successor in interest to the Los Angeles Commercial Fishing Association and the Southern California Fishing Association referenced in paragraph one of the Southern California Cable & Fishing Agreement dated as of the 8th day of June, 2002;

WHEREAS, SBCFLCI has represented that it has assumed all the rights and obligations of the individual fishermen that signed the Agreement;

WHEREAS, the Curie cable system, to be owned by GU Holdings (Google) proposes to install a subsea communications cable landing in Dockweiler Park, California with required permits and authorization of the California Coastal Commission, including obligations related to the Agreement;

WHEREAS, the Curie Cable, whose estimated, pre-survey route was agreed by SBCFLCI on November 4, 2017, will be a “Covered Cable” under the Agreement, along with the existing Tata (US), Unity, SEA-US and PLCN cables;

WHEREAS, Tata (US), Project Unity, SEA-US, PLCN and Curie seek to allocate the costs of their respective obligations under the Agreement as outlined in this Amendment by and through their undersigned representatives;

WHEREAS, Section 2 of the Third Amendment to the Agreement allows new cables to join the Committee and the Agreement by majority vote of the Committee;

WHEREAS, a majority of the Committee voted to allow Curie to join the Committee and the Agreement.

NOW THEREFORE, the undersigned agree as follows:



Section 1 Amendment of Agreement.

1.1 The definition of the term “Cable Company” is modified in the Agreement so that such term shall be defined as follows:

“Cable Company” means Tata Communications (US), Inc. (“Tata (US)”) with respect to Cable Segment 5, Project Unity with respect to Cable Segment 4, SEA-US with respect to the SEA-US Cable, PLCN with respect to the PLCN Cable, and Curie with respect to the Curie Cable.

“Cable Companies” means all five companies: Tata (US), Project Unity, SEA-US, PLCN and Curie.

1.4 Sections 1.1(e), and (g) of the Agreement are deleted and replaced with the following:

(e) Committee/Liaison Activities Funding. The Committee shall approve an annual budget for Committee operations at its biannual meeting. The Cable Companies shall be invoiced semi-annually for their shares of the Committee expense. The budget will be reconciled semi-annually with credits applied or payment owed reflected in the invoice for a subsequent six- month period. All invoices will be paid within 45 days of receipt.

The Curie payment obligation shall become effective upon the Curie execution of this Amendment. In the unlikely event that the Curie Cable is not installed, the parties agree that Curie participation in the Agreement and this Amendment shall be terminated without further liability. In the case of termination as to Curie , the Committee shall retain all payments made by Curie for its share of the Committee operations budget.

(g) SBCFLCI Compensation and Attorneys’ Fees for Negotiating Amendment. The SBCFLCI’s compensation and attorney’s fees shall be paid by Curie for time and travel expenses reasonably incurred to achieve execution of this Amendment. Such time charges and expenses reasonably incurred by SBCFLCI in the preparation and review of this Amendment shall be paid by Curie up to a cumulative total of \$15,000. For the avoidance of doubt, this will include all documented attorney’s fees associated with this Amendment. Requests for reimbursement by SBCFLCI should be invoiced to Curie . The invoice shall be paid by Curie within 45 days of receipt of the invoice, unless there is a question or dispute concerning an invoice.

1.5 Section 1.7 of the Fishing Agreement (as amended) is amended to include the following new sections:

1.7 Commercial Fishing Industry and Improvement Fund

(i) Within 30 days of the installation of the Curie Cable, in response to an invoice from the Committee, Curie shall deposit a pro-rated (for the remaining months of the year) Forty Thousand Dollars (\$40,000) in a special fund or funds as directed by SBCFLCI, for enhancement of commercial fisheries and the commercial fishing industry and support facilities, in relation to the Curie Cable. Annually thereafter,



Curie shall deposit Forty Thousand Dollars (\$40,000) in a special fund or funds as directed by SBCFLCI for enhancement of commercial fisheries and the commercial fishing industry and support facilities, in relation to the Curie Cable. Such deposit shall be made within 45 days of receipt of an invoice from the Committee, which shall be issued in January each year.

(i) To facilitate payment for costs related to the Curie Cable under this Agreement, Curie shall identify the appropriate representative to receive invoices from the Committee, including any invoices required under this Section and Section 1.1, and promptly notify the Committee as to the identification of the appropriate representative, relevant contact information, and any changes to that information.

Any payment required under this Agreement that may be in default by Curie will remain solely the responsibility of the defaulting entity.

1.7 Section 1.9 is hereby amended to include the Curie Cable.

1.8 Section 1.12 of the First Amendment (as amended) is hereby deleted and replaced with the following, hereby agreed to by Tata (US) and the undersigned companies for Project Unity, SEA-US, PLCN and Curie:

1.12. Cost Sharing between Tata (US), Project Unity, SEA-US, PLCN and Curie

(a) To the extent practicable, the Committee shall utilize the same budget and procedures for all five Covered Cables. Tata (US), Project Unity, SEA-US, PLCN and Curie shall endeavor to work with the Committee toward consolidation of the activities, including, but not limited to, establishing one budget for all five cables under Section 1.1(e) and utilizing the same Cable Committee Liaison Officer under Section 1.1(h). Notwithstanding any other provision of this Agreement, Tata (US), Project Unity, SEA-US, PLCN and Curie shall maintain hotlines which may be separate, as provided under Section 1.3 and Exhibit B to the Agreement for their respective cables. The budget and cost sharing arrangements shall be adjusted based upon written agreement of the Cable Company when any new cable project in the Covered Area joins the Agreement.

(b) Any payments, funding or reimbursement approved by SBCFLCI or required under a budget issued by the SBCFLCI as provided under Section 1.1(e), which includes reasonable amounts for the activities described in Sections 1.1(f), 1.1(h) through (k), shall be shared equally between Tata (US), Project Unity, SEA-US, PLCN and Curie, each of which pay one-fifth of the costs; provided, however, that (1) costs solely related to Cable Segment 5 shall be paid by Tata (US) only, costs solely related to Cable Segment 4 shall be paid by Project Unity only, costs solely related to the SEA-US Cable shall be paid by SEA-US only, costs solely related to the PLCN Cable shall be paid by PLCN only and costs solely related to the Curie Cable shall be paid by Curie only, as determined by Tata (US), Project Unity, SEA-US, PLCN and Curie, and (2) Tata (US), Project Unity, SEA-US,



PLCN and Curie each shall bear their own costs incurred in implementing the Agreement. The budget will be reconciled semi-annually with credits applied or payment owed reflected in the invoice for a subsequent six- month period.

1.9 Section 2.3(e) of the Agreement (as amended) is deleted and replaced by the following:

(e) This Agreement may be amended only by a written agreement between the Cable Companies and the SBCFLCI, except that Section 1.12 may be amended only in writing by Tata (US), Project Unity, SEA-US, PLCN and Curie .

Section 2 Entire Agreement.

This Amendment contains the entire understanding of the parties hereto with respect to the matters addressed herein, and no prior agreements or understandings between or among any of the parties hereto relative to the matters addressed herein shall be effective after the execution of this Amendment.

Section 3 Full Force and Effect.

This Amendment amends the 2002 Fishing Agreement, its First Amendment, its Second Amendment, and its Third Amendment and the terms and provisions hereof shall supersede and govern over any inconsistent terms or provisions contained in the 2002 Fishing Agreement, First Amendment, Second Amendment and Third Amendment. All terms and provisions of the Fishing Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect.

Section 4 Miscellaneous

(a) This Amendment shall be by and between and for the benefit of the SBCFLCI, and the Cable Companies herein. In addition, any commercial fishermen that work within the jurisdictional area may benefit from this Amendment and the Agreement through the SBCFLCI. Commercial fishermen that work within the jurisdictional area may also participate individually provided that they agree to all substantive matters under the Agreement.

(b) SBCFLCI represents that it was formed on May 21, 2011 by restatement of its articles of incorporation filed with the California Secretary of State and is the successor in interest to the Los Angeles Commercial Fishing Association and the Southern California Fishing Association referenced in paragraph one of the Southern California Cable & Fishing Agreement dated as of the 8th day of June, 2002, and that as such it has the power to enter into this Amendment as successor to the Associations and as a representative of the Fishermen, and to perform its obligations as set forth in the Agreement and in this Amendment.

(c) Tata (US) and each of the undersigned companies of Project Unity, SEA-US, PLCN and Curie represent that it has the power to enter into this Amendment and to perform its obligations as set forth in this Amendment.



- (d) The obligations agreed to in this Amendment shall be binding on Tata (US) and each of the companies of Project Unity, SEA-US, each of the companies of PLCN, and Curie and their respective successors and assigns.
- (e) Nothing in this Amendment shall be construed to create or constitute a partnership, agency or similar relationship or to create joint or several liability on the part of any of the parties.
- (f) This Amendment, and the rights and obligations of the parties arising hereunder, shall be governed by and construed in accordance with the laws of the State of California except provisions of that law referring governance or construction to the law of another jurisdiction.
- (g) This Amendment may be executed in counterparts, all of which shall be considered one and the same Amendment, and shall become effective when all of the counterparts have been signed by the Parties to this Amendment and delivered to the other Parties. Facsimile or PDF copies shall be considered as originals.
- (h) GU Holdings Ltd (Google) represents that it has the power to enter into this Amendment and to sign on behalf of Curie .

[SIGNATURE BLOCKS FOLLOW ON THE NEXT PAGE]



[SIGNATURE BLOCKS FOR THIRD AMENDMENT TO SOUTHERN CALIFORNIA CABLE & FISHING AGREEMENT]

IN WITNESS WHEREOF, the undersigned affirm, reaffirm, and agree to the terms and conditions set forth in the Agreement, as amended.

Tata Communications (US), Inc.

DocuSigned by:
Xiaobing (Matthew) Ma
By: _____
Name: Xiaobing (Matthew) Ma
Title:
Date: May 3, 2018

Project Unity, PLCN and Curie as represented by:

GU Holdings Inc.

DocuSigned by:
Doyle Barlow
By: _____
Name: Doyle Barlow
Title: Authorized Signatory
Date: 5/7/2018

SEA-US as represented by:

RAM Telecom International, Inc. (RTI),

By: _____
Name:
Title:
Date:

Approved As To Form:
LEGAL DEPARTMENT
By: *James Moskowitz*
Name: James Moskowitz
Date: _____
TCINT/LD/009-06 APPROVED FOR SIGNATURE



[SIGNATURE BLOCKS FOR THIRD AMENDMENT TO SOUTHERN CALIFORNIA
CABLE & FISHING AGREEMENT]

South Bay Cable/Fisheries Liaison Committee, Inc.:

Peter Halmay, President & CEO



[SIGNATURE BLOCKS FOR THIRD AMENDMENT TO SOUTHERN CALIFORNIA CABLE & FISHING AGREEMENT]

IN WITNESS WHEREOF, the undersigned affirm, reaffirm, and agree to the terms and conditions set forth in the Agreement, as amended.

Tata Communications (US), Inc.

By: _____
Name:
Title:
Date:

Project Unity, PLCN and Curie as represented by:

GU Holdings Inc.

By: _____
Name:
Title:
Date:

SEA-US as represented by:

RAM Telecom International, Inc. (RTI),

By: Chris Brungardt
Name: Chris Brungardt
Title: SR V.P.
Date: 4-14-18



[SIGNATURE BLOCKS FOR THIRD AMENDMENT TO SOUTHERN CALIFORNIA CABLE & FISHING AGREEMENT]

South Bay Cable/Fisheries Liaison Committee, Inc.:



Peter Halmay, President & CEO

4/14/2018

